

**CITY COMMISSION
AGENDA
REGULAR MEETING
JUNE 4, 2025
@ 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, JUNE 4, 2025, 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 requesting an item 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 3:00 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 Rene Perez
- 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) **Proclamation/Presentation of Awards:**

- a) Harlingen Animal Shelter - "Pet of the Week"
- b) Proclamation-Proclaiming the Month of June as "Elder Abuse Awareness Month"

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:**

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 an ordinance on second and final reading for a request to rezone from Residential, Single Family ("R-1") District to General Retail ("GR") District to 3.6780 acres out of Block 23, Briggs and Coleman Subdivision of Section 49, located on the south side of Montezuma approximately 2,395 feet west of 25th Street. Attachment. **(Planning & Development)**
- b) Consideration and possible action to approve an ordinance on second and final reading for a rezoning request from Residential, Multi-Family ("M-2") District to General Retail ("GR") District for 7.52 acres of land, bearing a legal description of Lot 1, Block 1, Windsong Subdivision, located south of Lincoln Avenue, approximately 910 feet east of S. Palm Court Drive. Applicant: Tycen Hanna c/o Riverstone Crossing, LLC. Attachment. **(Planning & Development)**
- c) Consideration and possible action to approve an ordinance on second and final reading, amending the City of Harlingen's Budget for Fiscal Year 2025. Attachment **(Finance Dept.)**
- d) Consideration and possible action to approve a resolution authorizing the city manager to submit a grant application to the Texas A&M Forest Service Texas Intrastate Fire Mutual Aid System (TIFMAS) Grant Assistance Program: TIFMAS Apparatus FY 2025.

Attachment (**Special Projects Department**)

- e) Consideration and possible action to authorize the purchase of a Drum Roller for the Public Works Paving Crew using available savings from previously approved equipment purchases. Attachment (**Public Works**)
- f) Consideration and possible action to approve the Animal Control Officers to be part of the City of Harlingen Safety Work Boot Program. Attachment (**Health Dept.**)
- g) Consideration and possible action to approve the first extension to the 2023–2025 Interlocal Agreement between the Harlingen Consolidated Independent School District (HCISD) and the City of Harlingen for the School Resource Officer Program for school year 2025–2026. Attachment (**Police**)
- h) Consideration and possible action to approve the installation of speed humps in the following location(s): (**This item was requested by Commissioner Rene Perez and Mayor Pro-Tem Ford Kinsley**)

1. Stuart Place Road from Business 83 to Garrett Road

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

- a) City Manager's Report
- b) Staff Reports - Danny Diaz -Director-Parks & Recreation Dept.

- 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 amending the City of Harlingen Code of Ordinances, Chapter 105, Article II, Section 16, Definitions, by adding definitions pertaining to repetitive loss and increased cost compliance, modifying the substantial damage and substantial improvement definitions and adding Section 105-64 pertaining to repetitive losses of the Harlingen Code of Ordinances. Applicant: City of Harlingen. (**Planning & Development**)
- b) Public hearing for a Special Use Permit (SUP) request to allow an adult business (Tattoo Studio) in a General Retail ("GR") District located at 1706 E. Tyler Avenue, Suites 8 & 9, bearing a legal description of Lot 2, Tyler Place Subdivision. Applicant: Dimas Rivas. Attachment (**Planning & Development**)
- c) Public hearing for the voluntary annexation of 88.40 acres of land out of a Portion of Blocks 15 and 16 Subdivision "C", located along Kroger Avenue/Lafayette Avenue, west of Chester Park Road. Applicant: Javier Hinojosa c/o William Lewis Youngblood and Jonny Nurdin. Attachment (**Planning & Development**)

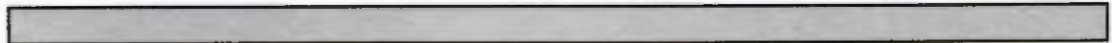
- 10) **Action Items:** *City Commission will discuss, consider, and take any action deemed necessary on items listed in this section, including the adoption of a resolution or an ordinance.*

Ordinances:

- a) Consideration and possible action to approve an ordinance on first reading amending the City of Harlingen Code of Ordinances Chapter 105, Article II, Section 16, Definitions, by adding definitions pertaining to repetitive loss and increased cost compliance, modifying the

substantial damage and substantial improvement definitions and adding Section 105-64 pertaining to repetitive losses, of the Harlingen Code of Ordinances. Applicant: City of Harlingen Attachment. **(Planning & Development)**

- b) Consideration and possible action to approve an ordinance on first reading for a Special Use Permit (SUP) request to allow an adult business (Tattoo Studio) in a General Retail ("GR") District located at 1706 E. Tyler Avenue, Suites 8 & 9, bearing a legal description of Lot 2, Tyler Place Subdivision. Applicant: Dimas Rivas. Attachment. **(Planning & Development)**
- c) Consideration and possible action to approve an ordinance on second and final reading the voluntary annexation of 88.40 acres of land out of a Portion of Blocks 15 and 16 Subdivision "C", located along Kroger Avenue/Lafayette Avenue, west of Chester Park Road. Applicant: Javier Hinojosa c/o William Lewis Youngblood and Jonny Nurdin. Attachment. **(Planning & Development)**
- d) Consideration and possible action to approve an ordinance on first reading for a Special Use Permit (SUP) request to allow a Community Residential Facility in a General Retail ("GR") District on a property bearing a legal description of 5.9236 acres out of 8.6170 acres out of Block 55, David & Stephenson Subdivision, located on the southeast corner of Breedlove Street and North Loop 499. Applicant: Alan Ozuna. Attachment. **(This item was tabled at the Regular City Commission Meeting of May 21, 2025) (Planning & Development)**



- e) Consideration and Possible Action to amend TxDOT Resolution (R13-32) for Interstate I-2 ROW Maintenance. Attachment **(Public Works)**

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.

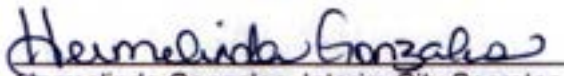
Airport
Animal Shelter Advisory Committee
Audit Committee (Terms expire in June)
Charter Review Committee (Ad Hoc)
Civil Service Commission
Community Development Advisory Board
Construction Board of Adjustments (4)
Convention & Visitors Bureau
Development Corporation of Harlingen, Inc.
Downtown Improvement Board
Golf Course Advisory Board
Harlingen Community Improvement Board
Harlingen Housing Authority Board
Harlingen Finance Corporation (6)
Harlingen Teen and Young Adult Advisory Board (2)
Healthy Harlingen Advisory Board
Keep Harlingen Beautiful Board
Library Advisory Board
Mayor Wellness Council
Museum Advisory Board (1)
Parks Advisory Board
Planning & Zoning Advisory Board
Senior Citizens Advisory Board (1)
Small Business Committee
Tax Increment Finance Board
Utility Board of Trustees

Veterans Advisory Board
Zoning Board of Adjustment

- 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.*
- 13) **Action on Executive Session Items:** *The City Commission will reconvene in open session and may take action on any item listed in the Executive Session Section of this agenda.*
- 14) **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, MAY 30, 2025**, at or before **4:15** p.m. and remained so posted for at least 72 hours preceding the time of said meeting.

Dated this 30th day of May, 2025


Hermelinda Gonzales, Interim City Secretary

**AGENDA ITEM
EXECUTIVE SUMMARY**

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Meeting Date: **June 4, 2025**

Agenda Item:

Consideration and possible action to approve an ordinance on second and final reading for a request to rezone from Residential, Single Family ("R-1") District to General Retail ("GR") District to 3.6780 acres out of Block 23, Briggs and Coleman Subdivision of Section 49, located on the south side of Montezuma approximately 2,395 feet west of 25th Street. Attachment (**Planning & Development**)

Prepared By: Soledad A. Núñez, CNU-A
Title: Interim Planning and Development Director

Signature: *Soledad A. Núñez*

Brief Summary:

Project Timeline

- April 14, 2025 – Application for rezoning submitted to the City. (**ATTACHMENT I**).
- May 2, 2025 – In accordance with State and local law, notice of the required public hearing mailed to all property owners within a 200 feet radius of subject tract.
May 3, 2025 – In accordance with State and local law, notice of the required public hearings was published in the Valley Morning Star.
- May 14, 2025 - Public hearing and consideration of the requested rezoning by the Planning and Zoning Commission (P&Z).
- May 21, 2025 – Public hearing and consideration of requested amendment of the PD site plan via 1st ordinance reading scheduled before the City Commission.
- June 4, 2025 – Pending approval of 1st ordinance reading, consideration of approval of 2nd ordinance reading scheduled before the City Commission.

Summary

- Santiago Espinoza, the applicant and property owner is requesting to rezone the subject property from Residential, Single Family ("R-1") District to General Retail ("GR") District to allow a for a mixed use development of multi-family and commercial use. (**ATTACHMENT II**).
- The subject property is part of a larger tract that is also owned by the same property owner and is currently vacant and not subdivided. The developer is proposing to subdivide the property. The property has 327.56 feet of frontage on Montezuma Road and depth of 519 feet at its longest point. With the adjacent tract to the south, the property has 327 feet of frontage on Loop 499 and a combined depth of 821 feet at its longest point. Montezuma is a two lane 20-foot wide paved street without curb and gutter. Loop 499 is a four lane State Highway with curb and gutter. (**ATTACHMENT III AND IV**).
- The surrounding properties are zoned Residential, Single Family ("R-1") District to

the north, northeast, and west, and General Retail to the south and southeast. The surrounding land uses consist of vacant land in agriculture use to the north, south and west, and single family residential use and vacant land in agriculture use to the east. **(ATTACHMENT II and V).**

- The Future Land Use Plan (FLUP) component of the City of Harlingen Comprehensive Plan One Vision One Harlingen shows this area as mixed use. The request is consistent with the Future Land Use Plan and generally consistent with the surrounding zoning and land use. **(ATTACHMENT VI).**
- To the present, the Planning and Zoning Department has not received any opposition to the requested rezoning.

Funding (if applicable):

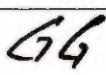
Are funds specifically designated in the current budget for the full ☐ Yes ☐ No*

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

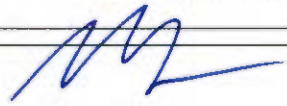
Finance Director's approval: ☐ Yes ☐ No ☐ N/A

Staff Recommendation:

Staff recommends approval.

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 _____ Nearest Intersection 499 loop
 (Proposed) Subdivision Name _____ Lot _____ Block _____
 Existing Zoning Designation Dwelling Future Land Use Plan Designation Subdivision

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent Santiago Espinosa Phone (959) 545 1105 FAX _____
 Email Address (for project correspondence only): espinosanta@icloud.com
 Mailing Address 437 lancer lake City Brownsville State TX Zip 78521
 Property Owner Santiago Espinosa Phone _____ FAX _____
 Email Address (for project correspondence only): _____
 Mailing Address _____ City _____ State _____ Zip _____

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

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

Please provide a basic description of the proposed project:

General Retail
Warehouses or Commercial subdivision
Briggs-Coleman Subd. 3.6780 Acres B1K23

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: Santiago Espinosa Date: 4-14-25
 Property Owner(s) Signature: Santiago Espinosa Date: 4-14-25
 Accepted by: _____ Date: _____

Attachment I

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.

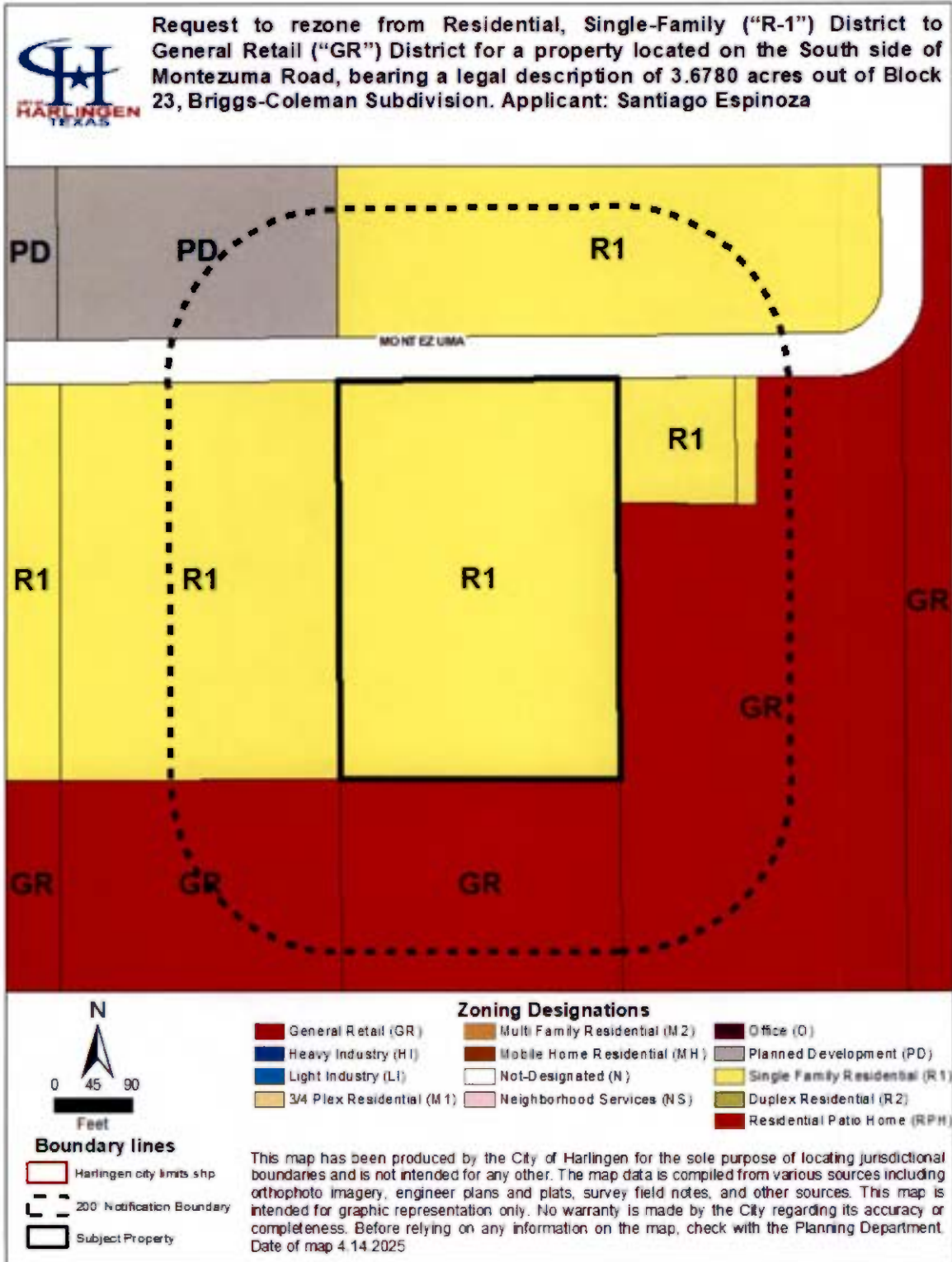
A written statement describing the proposed use(s) of the subject property (can be provided on Master Application).

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: SANTIAGO ESPINOSA Date: April 14-2025
Owner Address: 437 Lancer Lake Brownsville TX 78521
Phone/Fax: (956) 545-1105
Signature: Santiago Espinosa

Attachment II



Attachment III

View from the North on
Montezuma Road



Attachment IV

View from the South on Loop
499



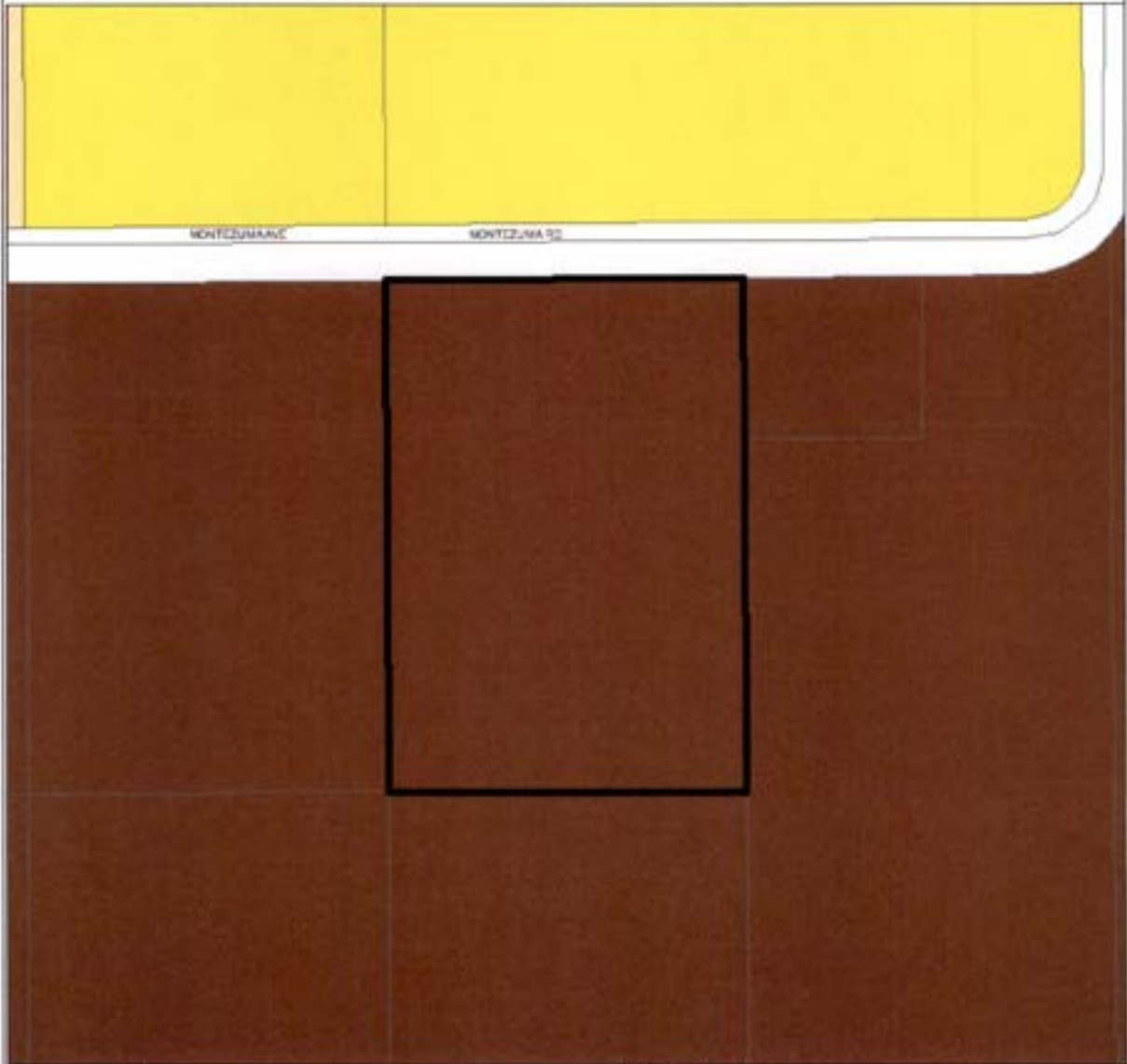
Attachment V





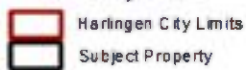
Future Land Use Map

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



Feet

Boundary Lines



Future Land Use

Agricultural/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: 02.21.2025

ORDINANCE NO. 25_____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF HARLINGEN: REZONING FROM RESIDENTIAL, SINGLE FAMILY ("R-1") DISTRICT TO GENERAL RETAIL ("GR") DISTRICT FOR 3.6780 ACRES OUT OF BLOCK 23, BRIGGS AND COLEMAN SUBDIVISION OF SECTION 49, LOCATED ON THE SOUTH SIDE OF MONTEZUMA ROAD, APPROXIMATELY 2,395 FEET WEST OF 25TH STREET; PROVIDING FOR PUBLICATION AND ORDAINING OTHER MATTERS RELATED TO THE FOREGOING

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

BE IT ORDAINED BY THE CITY OF HARLINGEN

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

Rezoning from Residential, Single Family ("R-1") District to General Retail ("GR") District for 3.6780 acres out of Block 23, Briggs and Coleman Subdivision of Section 49, located on the south side of Montezuma Road, approximately 2,395 feet west of 25th Street, as shown on 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 _____, 2025 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.

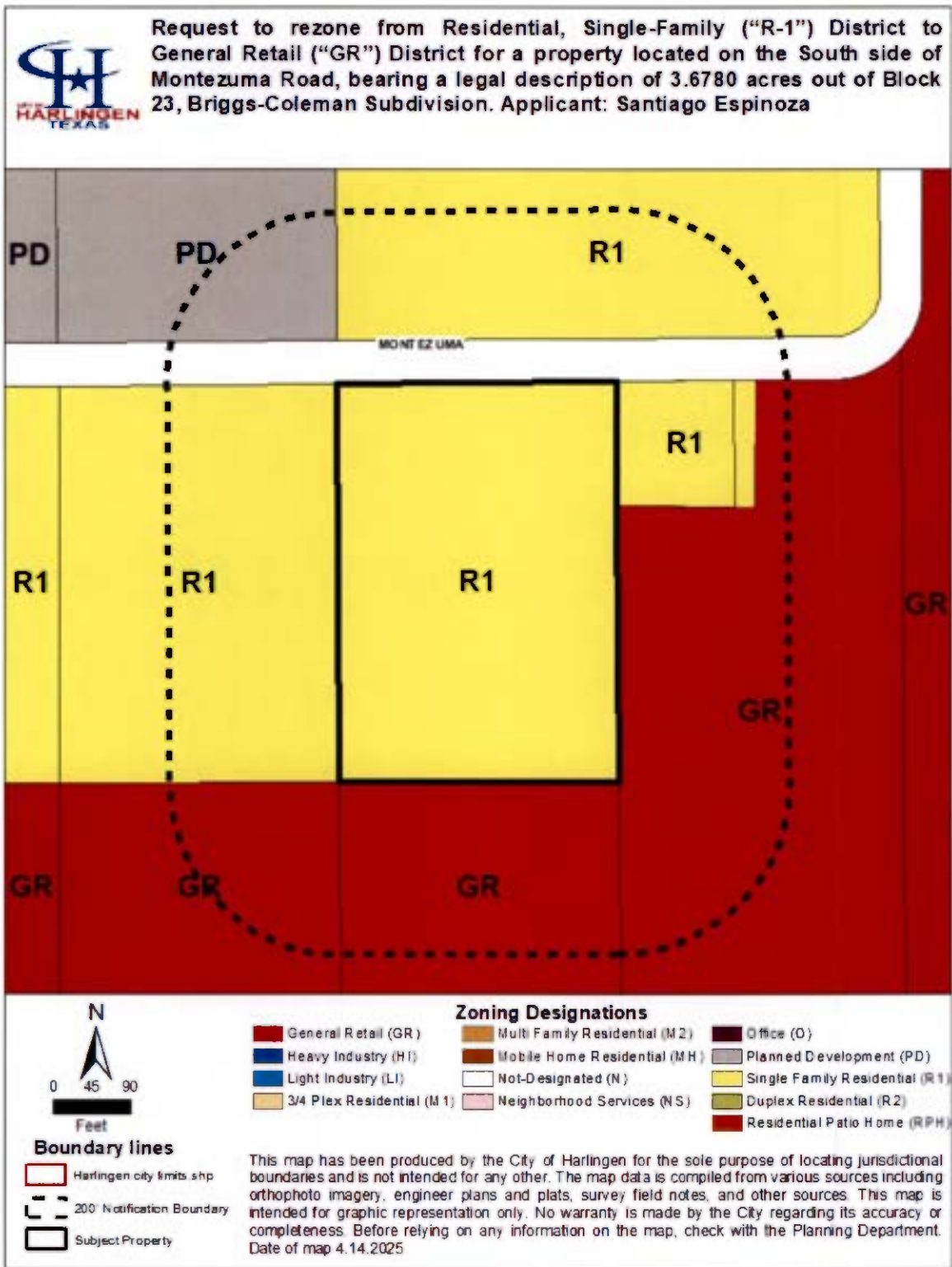
CITY OF HARLINGEN

Norma Sepulveda, Mayor

ATTEST:

Hermelinda Gonzalez, Interim City Secretary

EXHIBIT "A"



**AGENDA ITEM
EXECUTIVE SUMMARY**

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Meeting Date: **June 4, 2025**

Agenda Item:

Consideration and possible action to approve an ordinance on second and final reading for a request to rezone from Residential, Multi-Family ("M-2") District to General Retail ("GR") District for 7.52 acres of land, bearing a legal description of Lot 1, Block 1, Windsong Subdivision, located south of Lincoln Avenue, approximately 910 feet east of S. Palm Court Drive. Applicant: Tycen Hanna c/o Riverstone Crossing, LLC. Attachment **(Planning & Development)**

Prepared By: Soledad A. Núñez, CNU-A
Title: Interim Planning and Development Director

Signature: *Soledad A. Núñez*

Brief Summary:

Project Timeline

- April 21, 2025 – Application for rezoning submitted to the City. **(ATTACHMENT I).**
- May 2, 2025 – In accordance with State and local law, notice of the required public hearing mailed to all property owners within a 200 feet radius of subject tract.
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- May 21, 2025 – Public hearing and consideration of requested amendment of the PD site plan via 1st ordinance reading scheduled before the City Commission.
- June 4, 2025 – Pending approval of 1st ordinance reading, consideration of approval of 2nd ordinance reading scheduled before the City Commission.

Summary

- Tycen Hanna, the applicant and property owner is requesting to rezone the subject property from Residential, Multi-Family ("M-2") District to General Retail ("GR") District to allow for reduced setbacks for a multi-family condo style development. **(ATTACHMENT II).**
- The subject property has 50.00 feet of frontage on Lincoln Avenue, 50.00 feet of frontage on S. Palm Court Blvd. and a depth of 629.00 feet at its longest point. Lincoln Avenue is 48 feet wide paved road with curb and gutter and S. Palm Court Drive is paved 23 feet wide with asphalt. **(ATTACHMENT III AND IV).**
- The surrounding properties are zoned Residential, Single Family ("R-1") District to the north, northeast, and west, and General Retail to the south and southeast. The surrounding land use consists of vacant land in agriculture use to the north, south and west, and single-family residential use and vacant land in agriculture

use to the east. **(ATTACHMENT II and V).**

- The Future Land Use Plan (FLUP) component of the City of Harlingen Comprehensive Plan One Vision One Harlingen shows this area as regional-retail use. The request is consistent with the Future Land Use Plan and generally consistent with the surrounding zoning and land use. **(ATTACHMENT VI).**
- To the present, the Planning and Zoning Department has not received any opposition to the requested rezoning.

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.

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

Comments:

City Attorney's approval: *[Signature]* ☐ Yes ☐ No ☐ N/A

Attachment I

CITY OF HARLINGEN PLANNING AND ZONING DIVISION MASTER APPLICATION

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address Lot One (1), Block One (1), Windsong Subdivision Nearest Intersection Attached on the nearest intersection
(Proposed) Subdivision Name Windsong Subdivision Lot 1 Block 1
Existing Zoning Designation Multi-Family Future Land Use Plan Designation General Retail

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent Tycen Hanna Phone +1 785 383 7423 FAX _____
Email Address (for project correspondence only): tycenhanna@eliterealestateinvestmentsllc.com
Mailing Address 1606 Headway Cir Ste City Austin State Texas Zip 78574
Property Owner Riverstone Crossing LLC Phone 956-423-1021 FAX 956-423-1256
Email Address (for project correspondence only): lawoffice500@aol.com
Mailing Address Bence and Associates, 1014 E. Tyler, Ste. A City Harlingen State Texas Zip 78550

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

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

Please provide a basic description of the proposed project: _____

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

Applicant's Signature: _____ Date: 4/21/25

Property Owner(s) Signature: _____ Date: 4/21/25

Accepted by: _____ Date: _____

Attachment I

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.

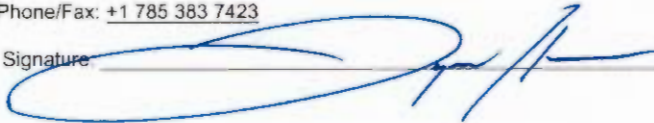
- I understand that I am requesting an amendment to the City's Zoning Ordinance and it will not be scheduled for Planning and Zoning Commission review unless all items on this list are completed.
- I understand that in accordance State law and the Zoning Ordinance, no later than ten (10) days prior to consideration by the Planning and Zoning Commission:
 - o A notice will be published in the Valley Morning Star describing the request and the date, time, and location of the public hearing; and
 - o 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: Tycen Hanna Date _____

Owner Address: Lot One (1), Block One (1), Windsong Subdivision, an addition to the City of Harlingen,
according to recorded plat in Cabinet 1, Page 1891A, Map Records, Cameron County, Texas

Phone/Fax: +1 785 383 7423

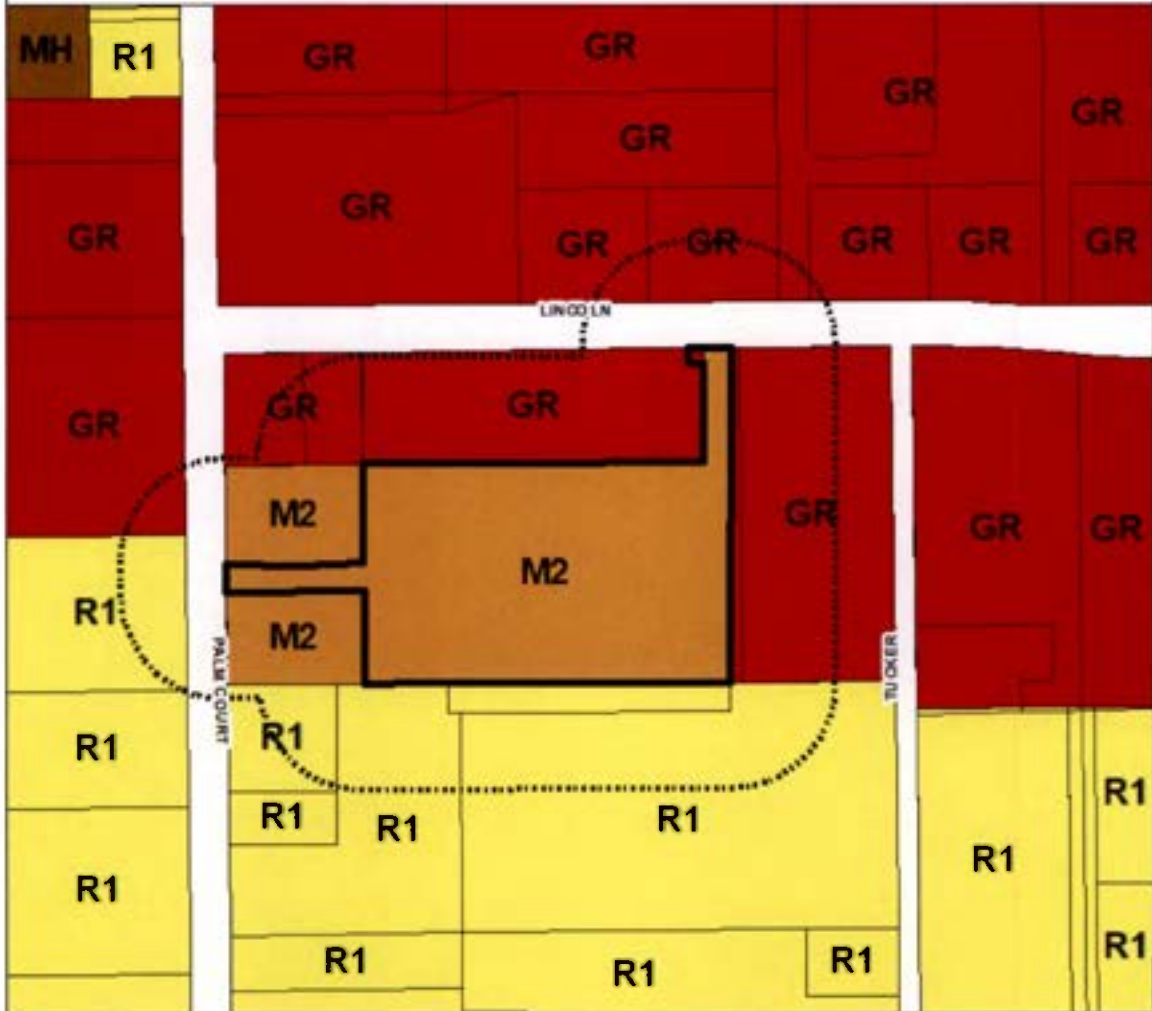
Signature _____



Attachment II



Request to rezone from Residential, Multi-Family ("M-2") District to General Retail ("GR") District for 7.52 acres of land, bearing a legal description of Lot 1, Block 1, Windsong Subdivision, located south of Lincoln Avenue and east of S. Palm Court Drive. Applicant: Tycen Hanna c/o Riverstone Crossing, LLC



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-D 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 04.23.2025

Attachment III

View from Lincoln
Avenue



Attachment IV

View from S. Palm Court Drive



Attachment V

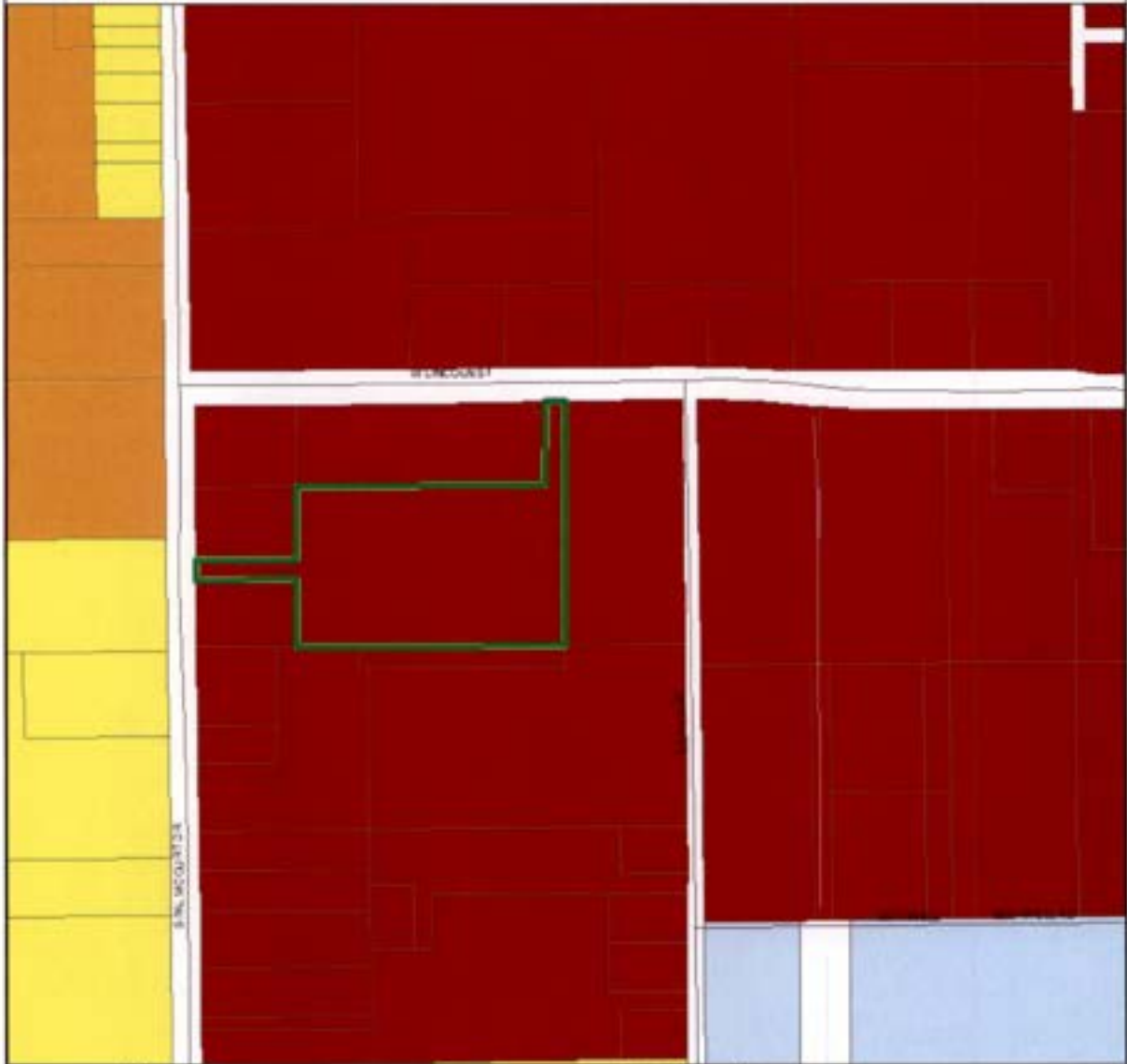


Attachment VI



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

- | | | |
|---|---|---|
| Agricultural/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.

ORDINANCE NO. 25_____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF HARLINGEN: REZONING FROM RESIDENTIAL, MULTI-FAMILY ("M2") DISTRICT TO GENERAL RETAIL ("GR") DISTRICT FOR 7.52 ACRES, LOT 1, BLOCK 1, WINDSONG SUBDIVISION, LOCATED ON THE SOUTH SIDE OF WEST LINCOLN AVENUE, APPROXIMATELY 910 FEET EAST OF S. PALM COURT DRIV; PROVIDING FOR PUBLICATION AND ORDAINING OTHER MATTERS RELATED TO THE FOREGOING

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

BE IT ORDAINED BY THE CITY OF HARLINGEN

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

Rezoning from Residential, Single Family ("R-1") District to General Retail ("GR") District for 3.6780 acres out of Block 23, Briggs and Coleman Subdivision of Section 49, located on the south side of Montezuma Road, approximately 2,395 feet west of 25th Street, as shown on 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 _____, 2025 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.

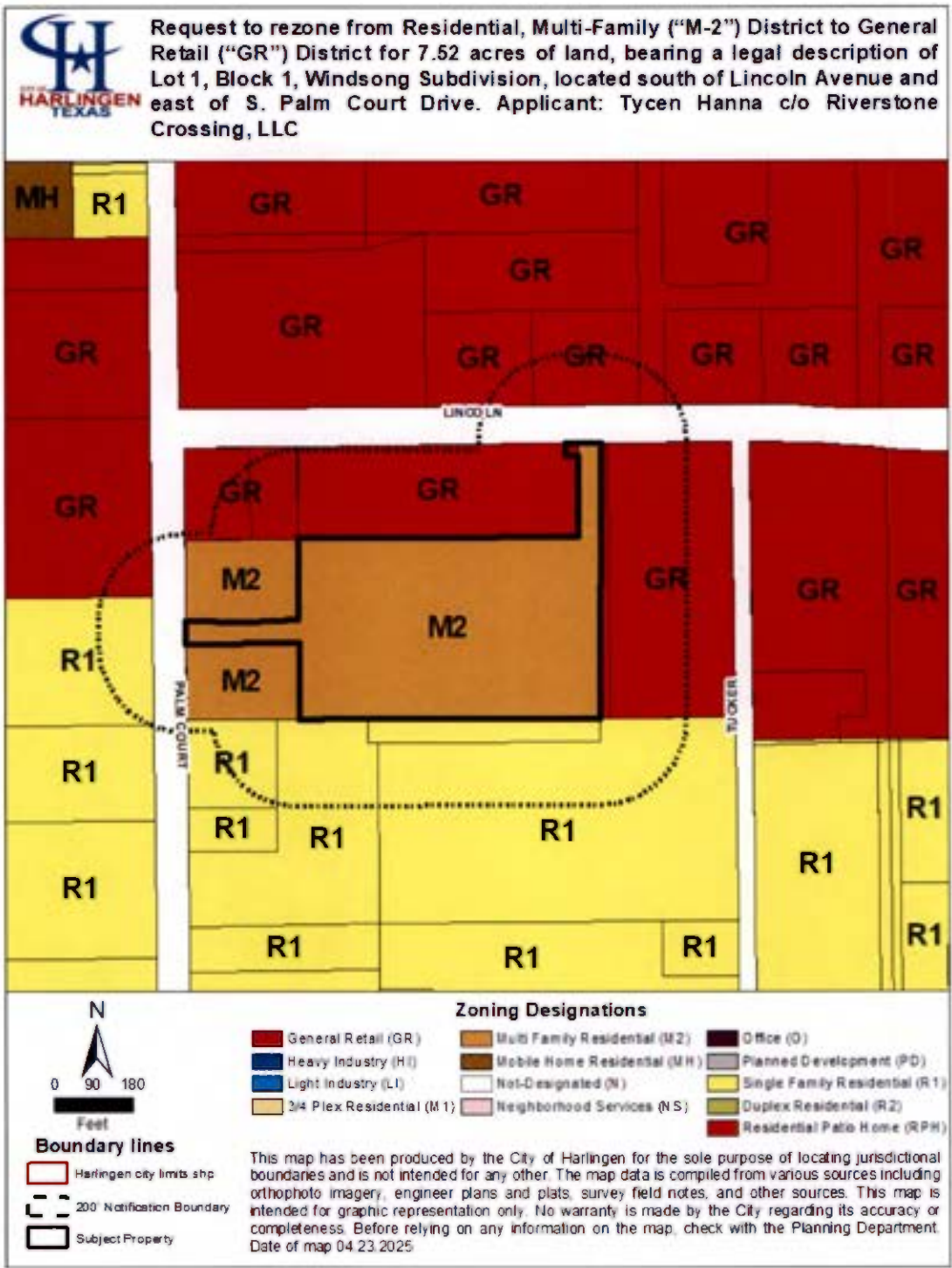
CITY OF HARLINGEN

Norma Sepulveda, Mayor

ATTEST:

Hermelinda Gonzalez, Interim City Secretary

EXHIBIT "A"



7c

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **June 4, 2025**

Agenda Item:

Consideration and possible action to approve an ordinance on second and final reading amending the City of Harlingen's budget for Fiscal Year 2025.

Prepared By (Print Name): Robert Rodriguez

Title: Finance Director

Signature: 

Brief Summary:

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

General Fund –

Revenues increased by \$2,437,956

- \$2,437,956 Department Requests
 - Cover Purchase of Equipment Approved by City Commission \$4,014,411
 - To adjust transfers from grants \$-2,028,828
 - Cover expenses for remainder of Fiscal Year for Street Departments \$95,000
 - Cover purchase of Pro-patcher approved by CC on 4/7/25 \$261,966
 - Cover purchase of vehicle for Health Department \$40,857
 - Cover purchase of Sandbag Machine \$54,550

Expenses increased by \$7,062,737

- \$7,062,737 Department Requests
 - Cover Purchase of Equipment Approved by City Commission \$3,974,086
(broken down below / F-150 Super Cab is under Motor Vehicle Warehouse \$40,325)
 - 7 Pumps \$376,893
 - Motor Grader \$363,215
 - 2 Street Sweepers \$730,600
 - Vactor \$572,721
 - Long Reach Excavator \$365,000
 - Loader \$200,374
 - 2 Dump Trucks \$420,434
 - 5 F-250 Trucks \$294,440
 - Tractor & Boom Mower \$284,000
 - Roller \$77,063
 - Cargo Van \$45,925
 - P-Cade Barricades \$5,100
 - Channelizer \$3,050
 - 3 Deuce and a half \$60,000
 - 3 Deuce and a half upgrade \$120,000
 - Repairs for 4 units \$49,270
 - Pump Hoses \$6,001
 - HR/Risk Mgmt. – Additional funds for Safety Boot program for various departments \$7,500
 - MIS – Upgrade software for fire records \$27,424
 - MIS – Upgrade for HPD main computer hardware \$97,177
 - MIS – Upgrades to protect police & fire records main computer hardware \$50,645

- Public Works-Admin-Cover overtime for the remainder of the Fiscal Year \$1,750
- Public Works-Traffic Signals-Cover overtime for the remainder of the Fiscal Year \$700
- Public Works-Traffic Signals-Cover unit maintenance expenses for the remainder of the Fiscal Year \$4,000
- Public Works -Street Depts.-Cover overtime for the remainder of the Fiscal Year \$31,000
- Public Works -Street Depts.- Cover expenses for the remainder of the Fiscal Year \$45,000
- Public Works -Street Depts.- Cover equipment rental expenses for the remainder of the Fiscal Year \$5,268
- Public Works -Street Depts.- Cover expenses for the remainder of the Fiscal Year \$50,000
- Public Works -Street Depts.-Cover purchase of Sandbag Machine \$54,550
- Public Works -Street Depts.-Street Cleaning Crew for new street sweepers \$278,479
- Public Works -Street Depts.-Cover overtime for the remainder of the Fiscal Year \$9,000
- Public Works -Street Depts.- Cover expenses for the remainder of the Fiscal Year \$35,000
- Public Works -Street Depts.- Cover purchase of Pro-patcher approved by CC on 4/7/25 \$261,966
- Parks – Park, Recreation, Open Space and Trails Plan-professional services agreement \$58,310
- Parks – Harlingen renovation costs and electrical panel replacement at Victor Park \$65,000
- Parks – Replacement of damaged and vandalized playground equipment, water fountain & benches \$15,000
- Parks – Additional funding to sustain day-to-day park maintenance operations \$6,000
- Parks & Rec – Fund Summer kids programs, field trips, athletic programs and sport activities \$10,000
- Parks & Rec – Pump replacements at Victor Park & electrical repairs at Lon C. Hill Pool \$8,000
- Engineering – Cover advertisement expenses for the remainder of the Fiscal Year \$10,000
- Health – Cover purchase of vehicle for department \$40,857
- Public Buildings – Cover overtime for the remainder of the Fiscal Year \$6,218
- Public Buildings – Cover expenses for the remainder of the Fiscal Year \$3,000
- Public Buildings – Cover expenses for the remainder of the Fiscal Year \$6,000
- Transfer to Awards program for 5th & 7th Stormwater System Improvements Project \$1,525,807
- Transfer to Awards program for Victor Park Improvements & Renovations Grant \$375,000

Grant Award Fund – Restricted Fund –

Revenues Increased by \$5,547,862

- \$ 5,547,862 Grant revenue
 - Parks—CPSC Pool Grant \$72,506
 - Planning & Development-Code Compliance—CPSC Pool Safety Inspector Grant \$10,535
 - Engineering—5th & 7th Stormwater System Improvements Project \$1,383,069
 - Admin—To recognize ARPA final revenues \$1,795,945
 - Parks—Victor Park Improvement & Renovations Grant \$375,000
 - Health—Blue Pearl Grant \$10,000
 - Transfer In for 2 Grants \$1,900,807

Expenses Increased by \$330,266

- \$330,266 Awards and Grants
 - Engineering—5th & 7th Stormwater System Improvements Project \$2,908,876
 - Planning & Development-Code Compliance—CPSC Pool Safety Inspector Grant \$10,535
 - Parks—CPSC Pool Grant \$72,506
 - Parks—Victor Park Improvement & Renovations Grant \$750,000
 - Health—Blue Pearl Grant \$10,000
 - Admin—Recognize ARPA final expenditures \$-1,392,823
 - Transfer to general fund \$-2,028,828

Sanitation Fund –

Expenses increased by \$1,688,645

- \$1,688,645 Department Requests
 - Covered purchase of equipment approved by City Commission on 5/7/2025 \$1,315,634
 - Roll-Off \$253,644
 - Grapple Truck \$271,076
 - 3 Brush Trucks \$588,988

- Day Cab \$201,926
- Sanitation-Increase for Mechanics 50/50 split between Fleet includes pay increase authorized by CM \$71,792
- Sanitation-Purchase commercial garbage containers \$37,750
- Sanitation-Cover expenses for the remainder of the Fiscal Year \$4,718
- Sanitation-Cover Insurance Expense \$70,797
- Landfill-Cover expenses for the remainder of the Fiscal Year \$4,500
- Landfill-Cover expenses for the remainder of the Fiscal Year \$55,000
- Landfill-Purchase of man-lift approved by CC on 4/7/2025 \$128,154
- Recycling-Cover expenses for the remainder of the Fiscal Year \$300

**Motor Vehicle/Warehouse Fund –
Expenses increased by \$4,455,280**

- \$4,455,280 Department Requests
 - Cover purchase of equipment approved by City Commission on 5/7/2025 under general fund \$40,325
 - Decrease for Mechanics 50/50 split between Sanitation includes pay increase authorized by CM \$-54,322
 - Cover expenses for the remainder of the Fiscal Year \$1,313
 - Cover expenses for the remainder of the Fiscal Year \$1,180
 - Cover expenses for the remainder of the fiscal year Street Departments \$95,000
 - Cover purchase of equipment approved by CC on 5/7/2025 \$4,014,411
 - Cover purchase of Pro-patcher approved by CC on 4/7/2025 \$261,966
 - Cover purchase of vehicle for Health Department \$40,857
 - Cover purchase of Sandbag Machine \$54,550

Total – Revenues increased by (\$7,985,818) - Expenditures increased by (\$13,536,928)

Funding (if applicable):

Are funds specifically designated in the current budget for the full amount for this purpose?

☐ Yes ☐ No*

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

Finance Director's approval:

☒ Yes ☐ No ☐ N/A

Staff Recommendation:

Staff recommends approval.

City Manager's approval:

GG

☒ Yes ☐ No ☐ N/A

Comments:

City Attorney's approval:

[Signature]

☐ Yes ☐ No ☐ N/A

ORDINANCE NO. 2025-____

AN ORDINANCE AMENDING THE REVENUE AND EXPENDITURE BUDGET FOR THE CITY OF HARLINGEN, TEXAS, FOR FISCAL YEAR OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025. PROVIDING FOR PUBLICATION OF THE CAPTION OF THIS ORDINANCE, AND ORDAINING OTHER MATTERS RELATED TO THE FOREGOING.

WHEREAS, the City Manager of the City of Harlingen has prepared and presented to the City Commission Budget Amendment No. 2 for Fiscal Year October 1, 2024 through September 30, 2025; and

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

BE IT ORDAINED BY THE CITY OF HARLINGEN:

SECTION I. That an amendment to the budget of the City of Harlingen, Texas for the fiscal year October 1, 2024 and ending September 30, 2025 (exclusive of the revenues and expenditures of the Harlingen Waterworks System, Valley International Airport, Harlingen Community Improvement Board Fund, Harlingen Economic Development Corporation Fund, Harlingen Downtown Improvement District Fund, and the Community Development Block Grant Fund) in the total amount of Seven Million, Nine Hundred Eighty Five Thousand, Eight Hundred Eighteen Dollars (\$7,985,818) in revenues and Thirteen Million, Five Hundred Thirty Six Thousand, Nine Hundred Twenty Eight Dollars (\$13,536,928) in expenditures is hereby adopted. A summary of the budget adopted is hereby attached to this Ordinance and incorporated herein as Exhibit A and the complete detailed budget adopted by this Ordinance is incorporated herein by reference and shall be made available for public inspection at the office of the City Secretary during regular business hours.

SECTION II. That the City Manager of the City of Harlingen, Texas, is hereby authorized to increase the budget by the amount of purchase orders outstanding as of September 30, 2024.

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

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

FINALLY ENACTED THIS _____ day of _____, 2025 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:

Hermelinda P. Gonzales, Interim City Secretary

Departmental Budget Projections and Requests
Department Request
Fiscal Year 2025

Exhibit A

145 Days of Operation

Fund	Unaudited Estimated Beginning Fund Balance	Projected Revenues	Requested Expenditures	Revenues Over(Under) Expenditures	Estimated Ending Fund Balance
General Fund	\$ 35,598,153	\$ 72,625,893	\$ 77,508,430	\$ (4,882,537)	\$ 30,715,616
Tennis Court	234,574	231,669	231,669	-	234,574
Hotel / Motel	4,084,987	1,925,070	1,173,633	751,437	4,836,424
Catastrophic Emergency	893,316	35,040	30,000	5,040	898,356
Free Trade Bridge	1,194,704	355,400	111,500	243,900	1,438,604
Convention and Visitors Bureau	159,181	736,387	774,187	(37,800)	121,381
Award Programs - Restricted	214,099	24,943,711	24,994,923	(51,212)	162,887
Public, Educational, and Governmental Programming	848,331	142,000	300,000	(158,000)	690,331
Harlingen Convention Center	1,632,252	30,400	-	30,400	1,662,652
Federal Forfeitures	672,241	349,040	330,000	19,040	691,281
State Forfeitures	120,700	146,040	145,616	424	121,124
Tax Increment Financing No. 1	872,792	345,000	500	344,500	1,217,292
Tax Increment Financing No. 2	4,036,036	670,000	500	669,500	4,705,536
Tax Increment Financing No. 3	1,191,348	848,000	500,500	347,500	1,538,848
Sponsorships Fund	192,980	110,000	-	110,000	302,980
Animal Shelter Fund	9,095	206,000	200,000	6,000	15,095
Debt Service	739,453	4,794,302	4,624,001	170,301	909,754
Infrastructure	1,516,784	1,575,100	2,489,763	(914,663)	602,121
Municipal Auditorium*	147,607	243,300	243,300	-	147,607
Sanitation/Sanitary Landfill*	7,350,460	10,922,700	17,273,537	(6,350,837)	999,623
Harlingen Arts and Heritage Museum*	10,810	92,681	92,681	-	10,810
Municipal Golf Course*	(2,126,371)	1,135,035	1,485,494	(350,459)	(2,476,830)
Motor Vehicle Warehouse*	6,198,841	2,520,300	6,767,198	(4,246,898)	1,951,943
Health Insurance*	618,417	6,762,427	6,755,417	7,010	625,427
Lon C. Hill Memorial Library	81,414	185,310	251,850	(66,540)	14,874
Total	<u>\$ 66,492,204</u>	<u>\$ 131,930,805</u>	<u>\$ 146,284,699</u>	<u>\$ (14,353,894)</u>	<u>\$ 52,138,310</u>

*Working capital presented in place of fund balance.

Exhibit B City of Harlingen Budget Amendment No. 2 Fiscal Year 2025						
	General Ledger Account Number	Awards and Grants	Department Requests	Prior Year Encumbrances	Total	Description
GENERAL FUND						
<u>Revenues</u>						
General Fund - Transfer In From / Grants Fund	001-0000-391 49-00	(2,028,828)			(2,028,828)	To adjust transfers from grants
General Fund - Transfer In From / Internal Services Fund	001-0000-391 51-00		95,000		95,000	Cover expenses for remainder of the fiscal year for Street Departments
General Fund - Transfer In From / Internal Services Fund	001-0000-391 51-00		3,668,479		3,668,479	Cover purchase of equipment for Public Works approved by CC on 5/7/2025.
General Fund - Transfer In From / Internal Services Fund	001-0000-391 51-00		285,932		285,932	Cover purchase of equipment for Fire Dept. approved by CC on 5/7/2025.
General Fund - Transfer In From / Internal Services Fund	001-0000-391 51-00		60,000		60,000	Cover purchase of equipment for Police Dept. approved by CC on 5/7/2025.
General Fund - Transfer In From / Internal Services Fund	001-0000-391 51-00		261,966		261,966	Cover purchase of Pro-patcher approved by CC on 4/7/25
General Fund - Transfer In From / Internal Services Fund	001-0000-391 51-00		40,857		40,857	Cover purchase of vehicle for Health Department
General Fund - Transfer In From / Internal Services Fund	001-0000-391 51-00		54,550		54,550	Cover purchase of Sandbag Machine
Total General Fund Revenues		\$ (2,028,828)	\$ 4,466,784	\$ -	\$ 2,437,956	
<u>Expenditures</u>						
HR - Svcs & Chrgs - General / Safety Boot Program	001-2001-421 30-38		7,500		7,500	Additional funds for Safety Boots for various departments
MIS - Svcs & Chrgs - Maint / Software Maintenance	001-2220-422 31-41		27,424		27,424	Upgrade software for fire records
MIS - Capital Outlay / Office Furniture & Equipm	001-2220-904 80-31		97,177		97,177	Upgrades for HPD main computer hardware
MIS - Capital Outlay / Miscellaneous Equipment	001-2220-904 80-34		50,645		50,645	Upgrades to protect police & fire records main computer hardware
Police - Capital Outlay / Motor Vehcls & Heavy Equi	001-3010-904 80-32		60,000		60,000	Cover purchase of equipment approved by CC on 5/7/2025.
Fire - Svcs & Chrgs - Maint / Internal Service Charges	001-3510-511 31-51		49,268		49,268	Cover repairs of equipment approved by CC on 5/7/2025.
Fire - Capital Outlay / Motor Vehcls & Heavy Equi	001-3510-904 80-32		236,664		236,664	Cover purchase of equipment approved by CC on 5/7/2025.
Public Works Admin - Personnel Services - Pay / Overtime	001-5001-601 10-03		1,750		1,750	Cover overtime for the remainder of the Fiscal Year
Public Works - Personnel Services - Pay / Overtime	001-5010-611 10-03		700		700	Cover overtime for the remainder of the Fiscal Year
Public Works - Svcs & Chrgs - Maint / Internal Service Charges	001-5010-611 31-51		4,000		4,000	Cover unit maintenance expenses for the remainder of the Fiscal Year
Public Works - Personnel Services - Pay / Overtime	001-5015-612 10-03		31,000		31,000	Cover overtime for the remainder of the Fiscal Year
Public Works - Supplies - Misc / Miscellaneous Supplies	001-5015-612 29-99		45,000		45,000	Cover expenses for the remainder of the Fiscal Year
Public Works - Supplies - Misc / Miscellaneous Supplies	001-5015-612 29-99		8,150		8,150	Cover purchase of equipment approved by CC on 5/7/2025.
Public Works - Svcs & Chrgs - Equipment Rental/Lease	001-5015-612 30-21		5,268		5,268	Cover equipment rental expenses for the remainder of the Fiscal Year
Public Works - Svcs & Chrgs - Maint / Internal Service Charges	001-5015-612 31-51		50,000		50,000	Cover expenses for the remainder of the Fiscal Year
Public Works - Svcs & Chrgs - Maint / Internal Service Charges	001-5015-612 31-51		40,000		40,000	Cover repairs of equipment approved by CC on 5/7/2025.
Public Works - Capital Outlay / Motor Vehcls & Heavy Equi	001-5015-904 80-32		1,893,787		1,893,787	Cover purchase of equipment approved by CC on 5/7/2025.
Public Works - Capital Outlay / Miscellaneous Equipment	001-5015-904 80-34		54,550		54,550	Cover purchase of Sandbag Machine
Public Works - Personnel Services - Pay / Salaries - Full Time	001-5016-613 10-01		167,715			Street Cleaning Crew for new street sweepers
Public Works - Personnel Services - Pay / Overtime	001-5016-613 10-03		9,000		9,000	Cover overtime for the remainder of the Fiscal Year
Public Works - Personnel Svcs - Benefits / City FICA	001-5016-613 11-01		10,398		10,398	Street Cleaning Crew for new street sweepers
Public Works - Personnel Svcs - Benefits / City Medicare	001-5016-613 11-02		2,432		2,432	Street Cleaning Crew for new street sweepers
Public Works - Personnel Svcs - Benefits / City TMR5	001-5016-613 11-11		14,491		14,491	Street Cleaning Crew for new street sweepers
Public Works - Personnel Svcs - Benefits / City Health Insurance	001-5016-613 11-21		77,551		77,551	Street Cleaning Crew for new street sweepers
Public Works - Personnel Svcs - Benefits / Life Insurance	001-5016-613 11-22		156		156	Street Cleaning Crew for new street sweepers
Public Works - Personnel Svcs - Benefits / Worker's Compensation	001-5016-613 11-31		5,736		5,736	Street Cleaning Crew for new street sweepers

	General Ledger Account Number	Awards and Grants	Department Requests	Prior Year Encumbrances	Total	Description
Public Works - Supplies - Misc / Miscellaneous Supplies	001-5016-613.29-99		6,001		6,001	Cover purchase of equipment approved by CC on 5/7/2025
Public Works - Svcs & Chrgs - Maint / Internal Service Charges	001-5016-613.31-51		35,000		35,000	Cover expenses for the remainder of the Fiscal Year
Public Works - Capital Outlay / Motor Vehics & Heavy Equi	001-5016-904.80-32		1,303,322		1,303,322	Cover purchase of equipment approved by CC on 5/7/2025
Public Works - Capital Outlay / Miscellaneous Equipment	001-5016-904.80-34		376,894		376,894	Cover purchase of equipment approved by CC on 5/7/2025
Public Works - Capital Outlay / Motor Vehics & Heavy Equi	001-5017-904.80-32		261,966		261,966	Cover purchase of Pro-patcher approved by CC on 4/7/25
Parks and Recreation - Svcs & Chrgs - General / Professional Services	001-6001-801.30-10		58,310		58,310	Parks, Recreation, Open Space and Trails Plan-professional services agreement
Parks and Recreation - Supplies - General / Maintenance Supplies	001-6010-802.20-40		65,000		65,000	Harlingen renovation costs and electrical panel replacement at Victor Park
Parks and Recreation - Supplies - General / Equipment Non-Capital	001-6010-802.20-80		15,000		15,000	replacement of damaged and vandalized playground equipment, water fountains & benches
Parks and Recreation - Supplies - Misc / Miscellaneous Supplies	001-6010-802.29-99		6,000		6,000	additional funding to sustain day-to-day park maintenance operations
Parks and Recreation - Supplies - General / Educational & Recreation	001-6020-803.20-51		10,000		10,000	Fund Summer kids programs, field trips, athletic programs and sport activities
Parks and Recreation - Svcs & Chrgs - Maint / Miscellaneous Equip Maint	001-6030-804.31-34		8,000		8,000	pump replacements at Victor Park & electrical repairs at Lon C. Hill Pool
Planning & Dev - Svcs & Chrgs - General / Advertising	001-7001-701.30-18		10,000		10,000	Cover expenses for the remainder of the Fiscal Year
Health - Capital Outlay / Motor Vehics & Heavy Equi	001-7005-904.80-32		40,857		40,857	Cover purchase of vehicle for Health Department
Public Buildings - Personnel Services Pay / Overtime	001-7220-723.10-03		6,218		6,218	Cover overtime for the remainder of the Fiscal Year
Public Buildings - Supplies - General / Maintenance Supplies	001-7220-723.20-40		3,000		3,000	Cover expenses for the remainder of the Fiscal Year
Public Buildings - Supplies - Misc / Miscellaneous Supplies	001-7220-723.29-99		6,000		6,000	Cover expenses for the remainder of the Fiscal Year
Engineering - Other Finan Uses Transfer / To Award Prgm-Restrct Fu	001-9999-991.91-15		1,525,807		1,525,807	5th & 7th Stormwater System Improvements Project
Parks - Other Finan Uses Transfer / To Award Prgm-Restrct Fu	001-9999-991.91-15		375,000		375,000	Victor Park Park Improvements & Renovations Grant Awarded
Total General Fund Expenditures		\$ -	\$ 7,062,737	\$ -	\$ 7,062,737	
GRANT AWARDS FUND- RESTRICTED						
<u>Revenues</u>						
Parks - Intergovt - Federa / CPSC Pool Safety Grant	120-0000-350.08-00	72,506			72,506	Cover expenses for CPSC Pool Grant
Planning & Development - Intergovt - Federa / CPSC Pool Safety Grant	120-0000-350.08-00	10,535			10,535	Cover expenses for CPSC Pool Safety Inspector
Engineering Awards Program - Federal Pass Thru / TDEM 5th & 7th Strm Drain	120-0000-350.35-19	1,383,069			1,383,069	5th & 7th Stormwater System Improvements Project
Admin. - Federal Pass Thru / Coronavirus Fiscal Recove	120-0000-350.35-26	1,795,945			1,795,945	To recognize ARPA final revenues
Parks Award Programs - Federal Pass Thru / Victor Park Renovation	120-0000-350.35-34	375,000			375,000	Victor Park Grant Awarded Park improvements & Renovations
Health - Blue Pearl / Medical Equipment	120-0000-371.20-01	10,000			10,000	Blue Pearl Grant to by equipment
Engineering Awards Program - General Fund / TDEM 5th & 7th Strm Drain	120-0000-391.01-14	1,525,807			1,525,807	Transfer from General Fund/5th & 7th Stormwater System Improvements Project
Parks Award Programs - General Fund / Victor Park Renovation	120-0000-391.01-18	375,000			375,000	Transfer from General Fund/Victor Park Grant Awarded Park Improvements & Renovations
Total Grant Awards Fund - Restricted Revenues		\$ 5,547,862	\$ -	\$ -	\$ 5,547,862	
<u>Expenditures</u>						
Engineering - Capital Outlay / Drainage Projects	120-5007-903.80-40	2,908,876			2,908,876	5th & 7th Stormwater System Improvements Project
Planning & Development - Personnel Services - Pay / Salaries - Part Time	120-6003-803.10-02	6,500			6,500	Cover expenses for CPSC Pool Safety Inspector
Planning & Development - Personnel Svcs - Benefits / City FICA	120-6003-803.11-01	402			402	Cover expenses for CPSC Pool Safety Inspector
Planning & Development - Personnel Svcs - Benefits / City Medicare	120-6003-803.11-02	94			94	Cover expenses for CPSC Pool Safety Inspector
Planning & Development - Personnel Svcs - Benefits / City TMR5	120-6003-803.11-11	512			512	Cover expenses for CPSC Pool Safety Inspector
Planning & Development - Personnel Svcs - Benefits / Worker's Compensation	120-6003-803.11-31	27			27	Cover expenses for CPSC Pool Safety Inspector
Parks Awards Program - Supplies - General / Equipment Non-Capital	120-6003-803.20-80	2,000			2,000	Pool Safety Grant
Parks Awards Program - Supplies - Misc / Miscellaneous Supplies	120-6003-803.29-99	360			360	Pool Safety Grant
Planning & Development - Svcs & Chrgs - General / Employee Mileage Reimb	120-6003-803.30-34	1,000			1,000	Cover expenses for CPSC Pool Safety Inspector
Planning & Development - Svcs & Chrgs - General / Regis. Travel & Training	120-6003-803.30-31	2,000			2,000	Cover expenses for CPSC Pool Safety Inspector

	General Ledger Account Number	Awards and Grants	Department Requests	Prior Year Encumbrances	Total	Description
Parks Awards Program - Svcs & Chrgs - General / Contract Labor	120-6003-803.30-60	69,984			69,984	Pool Safety Grant
Parks Awards Program - Svcs & Chrgs - Misc / Miscellaneous Svcs & Chgs	120-6003-803.39-99	162			162	Pool Safety Grant
Parks & Recreation - Award Programs-Capital Outlay / Imprvmnts Other Than Bldgs	120-6026-903.80-21	750,000			750,000	Victor Park Grant Awarded Park Improvements & Renovations
Health - Supplies - General / Office Equip/Furn Non-Cap	120-7213-729.20-02	10,000			10,000	Blue Pearl Grant to by equipment
Award Programs - Capital Outlay / Drainage Projects	120-7241-903.80-40	(1,392,823)			(1,392,823)	Recognize ARPA final expenditures
Award Programs - Other Finan Uses-Transfer / To General Fund	120-9999-991.91-01	(2,028,828)			(2,028,828)	To adjust transfers to general fund
Total Grant Awards Fund - Restricted Expenditures		\$ 330,266	\$ -	\$ -	\$ 330,266	
SANITATION FUND						
<u>Expenditures</u>						
Sanitation - Personnel Services - Pay / Salaries - Full Time	402-5020-604.10-01		47,230		47,230	Increase for Mechanics 50/50 split between Fleet includes pay increase authorized by CM.
Sanitation - Personnel Svcs - Benefits / City FICA	402-5020-604.11-01		2,928		2,928	Increase for Mechanics 50/50 split between Fleet includes pay increase authorized by CM
Sanitation - Personnel Svcs - Benefits / City Medicare	402-5020-604.11-02		685		685	Increase for Mechanics 50/50 split between Fleet includes pay increase authorized by CM.
Sanitation - Personnel Svcs - Benefits / City TMRS	402-5020-604.11-11		4,081		4,081	Increase for Mechanics 50/50 split between Fleet includes pay increase authorized by CM
Sanitation - Personnel Svcs - Benefits / City Health Insurance	402-5020-604.11-21		15,930		15,930	Increase for Mechanics 50/50 split between Fleet includes pay increase authorized by CM
Sanitation - Personnel Svcs - Benefits / Life Insurance	402-5020-604.11-22		36		36	Increase for Mechanics 50/50 split between Fleet includes pay increase authorized by CM
Sanitation - Personnel Svcs - Benefits / Worker's Compensation	402-5020-604.11-31		902		902	Increase for Mechanics 50/50 split between Fleet includes pay increase authorized by CM.
Sanitation - Supplies - Misc / Garbage Containers	402-5020-604.29-01		37,750		37,750	Purchase commercial garbage containers
Sanitation - Svcs & Chrgs - General / Utilities/Communications	402-5020-604.30-01		4,718		4,718	Cover expenses for the remainder of the Fiscal Year
Sanitation - Svcs & Chrgs - General / Insurance	402-5020-604.30-40		70,797		70,797	Cover insurance expense
Brush and Debris - Capital Outlay / Motor Vehics & Heavy Equi	402-5022-904.80-32		1,113,708		1,113,708	Cover purchase of equipment approved by CC on 5/7/2025.
Landfill - Supplies - Misc / Miscellaneous Supplies	402-5027-604.29-99		4,500		4,500	Cover expenses for the remainder of the Fiscal Year
Landfill - Svcs & Chrgs - Maint / Fuel	402-5027-604.31-52		55,000		55,000	Cover expenses for the remainder of the Fiscal Year
Landfill - Capital Outlay / Motor Vehics & Heavy Equi	402-5027-904.80-32		201,926		201,926	Cover purchase of equipment approved by CC on 5/7/2025
Landfill - Capital Outlay / Miscellaneous Equipment	402-5027-904.80-34		128,154		128,154	Cover purchase of man-lift approved by CC on 4/7/25
Recycling - Svcs & Chrgs - Maint / Fuel	402-5035-604.31-52		300		300	Cover expenses for the remainder of the Fiscal Year
Total Sanitation Fund Expenses		\$ -	\$ 1,688,645	\$ -	\$ 1,688,645	
MOTOR VEHICLE/WAREHOUSE FUND						
<u>Expenses</u>						
Motor Vehicle/Warehouse - Personnel Services - Pay / Salaries - Full Time	451-5042-603.10-01		(32,449)		(32,449)	Decrease for mechanics 50/50 split between Sanitation includes pay increase authorized by
Motor Vehicle/Warehouse - Personnel Svcs - Benefits / City FICA	451-5042-603.11-01		(2,012)		(2,012)	Decrease for mechanics 50/50 split between Sanitation includes pay increase authorized by
Motor Vehicle/Warehouse - Personnel Svcs - Benefits / City Medicare	451-5042-603.11-02		(471)		(471)	Decrease for mechanics 50/50 split between Sanitation includes pay increase authorized by
Motor Vehicle/Warehouse - Personnel Svcs - Benefits / City TMRS	451-5042603.11-11		(2,804)		(2,804)	Decrease for mechanics 50/50 split between Sanitation includes pay increase authorized by
Motor Vehicle/Warehouse - Personnel Svcs - Benefits / City Health Insurance	451-5042-603.1121		(15,930)		(15,930)	Decrease for mechanics 50/50 split between Sanitation includes pay increase authorized by
Motor Vehicle/Warehouse - Personnel Svcs - Benefits / Life Insurance	451-5042-603.11-22		(36)		(36)	Decrease for mechanics 50/50 split between Sanitation includes pay increase authorized by
Motor Vehicle/Warehouse - Personnel Svcs - Benefits / Worker's Compensation	451-5042-603.11-31		(620)		(620)	Decrease for mechanics 50/50 split between Sanitation includes pay increase authorized by
Motor Vehicle/Warehouse - Svcs & Chrgs - General / Utilities/Other	451-5042-603.30-03		1,313		1,313	Cover expenses for remainder of the fiscal year
Motor Vehicle/Warehouse - Svcs & Chrgs - Misc / Miscellaneous Svcs & Chgs	451-5042-603.39-99		1,180		1,180	Cover expenses for remainder of the fiscal year
Motor Vehicle/Warehouse - Capital Outlay / Motor Vehics & Heavy Equi	451-5042-904.80-32		40,325		40,325	Cover purchase of equipment approved by CC on 5/7/2025.

	General Ledger Account Number	Awards and Grants	Department Requests	Prior Year Encumbrances	Total	Description
Motor Vehicle/Warehouse - Other Finan Uses Transfer / To General Fund	451-9999-991-91-01		95,000		95,000	Cover expenses for equipment of the fiscal year for Street Departments
Motor Vehicle/Warehouse - Other Finan Uses Transfer / To General Fund	451-9999-991-91-01		3,668,479		3,668,479	Cover purchase of equipment nt approved by CC on 5/7/2025.
Motor Vehicle/Warehouse - Other Finan Uses Transfer / To General Fund	451-9999-991-91-01		285,932		285,932	Cover purchase of equipment nt approved by CC on 5/7/2025.
Motor Vehicle/Warehouse - Other Finan Uses Transfer / To General Fund	451-9999-991-91-01		60,000		60,000	Cover purchase of equipment nt approved by CC on 5/7/2025.
Motor Vehicle/Warehouse - Other Finan Uses Transfer / To General Fund	451-9999-991-91-01		261,966		261,966	Cover purchase of Pro-pa per approved by CC on 4/7/25
Motor Vehicle/Warehouse - Other Finan Uses Transfer / To General Fund	451-9999-991-91-01		40,857		40,857	Cover purchase of vehicle for Health Department
Motor Vehicle/Warehouse - Other Finan Uses Transfer / To General Fund	451-9999-991-91-01		54,550		54,550	Cover purchase of Sandbag machine
Total Motor Vehicle / Warehouse Fund Expenses		\$ -	\$ 4,455,280	\$ -	\$ 4,455,280	

Revenues 7,985,818

Expenditures 13,536,928

7d

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **June 4, 2025**

Agenda Item:

Consideration and possible action to approve a resolution authorizing the city manager to submit a grant application to the Texas A&M Forest Service Texas Intrastate Fire Mutual Aid System (TIFMAS) Grant Assistance Program: TIFMAS Apparatus FY 2025. Attachment (*Special Projects Department*)

Prepared By: Ana Hernandez, Mobility & Special Projects Director

Brief Summary:

This is a staff request to retroactively approve the submission of a grant application to the Texas A&M Forest Service Texas Intrastate Fire Mutual Aid System (TIFMAS) Grant Assistance Program. The purpose of the TIFMAS program is to assist career fire departments in acquiring fire and rescue apparatus to respond to statewide emergencies. Applications to the TIFMAS grant program are accepted on a rolling basis. The Texas A&M Forest Service committee meets in October at the beginning of the fiscal year to make funding determinations based on priority areas.

HFD will be assigned to one of three types of apparatus decided upon by the Forest Service committee: a Type I Tactical Tender, a Type III or Type VI Wildland Engine. If funded, HFD will be required to respond to statewide emergencies if called upon by the Texas A&M Forest Service.

The city must also comply with the terms and conditions outlined in the Supplemental Terms and Responsibilities Agreement between HFD and the Texas A&M Forest Service. The TIFMAS Grant Assistance Program does not require a local match.

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:

66

Comments:

City Attorney's approval:

[Signature]

RESOLUTION NO. 2025 - ____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HARLINGEN, TEXAS AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION TO THE TEXAS A&M FOREST SERVICE TEXAS INTRASTATE FIRE MUTUAL AID SYSTEM (TIFMAS) GRANT ASSISTANCE PROGRAM: TIFMAS APPARATUS FY 2025.

WHEREAS, the Texas A&M Forest Service accepts TIFMAS Grant Assistance Program applications on a rolling basis to provide reimbursement grants to career fire departments that are not eligible for grant assistance under the Rural Volunteer Fire Department Assistance Program; 100% reimbursements are for the purchase of a TIFMAS apparatus standardized NWCG Type I (Tactical Tender), Type III or VI (Wildland Engine); and,

WHEREAS, the City Commission finds it in the best interest of the residents of Harlingen, Texas, and the state of Texas to allow for the purchase of a NWCG Type I (tactical tender), Type III or VI (wildland engine) to be used in Harlingen and the state of Texas if called upon during statewide emergencies; and,

WHEREAS, the City Commission agrees to the terms and conditions outlined in the Supplemental Terms and Responsibilities Agreement between Texas A&M Forest Service and the Harlingen Fire Department; and,

NOW, THEREFORE, BE IT RESOLVED, that the City Manager or designee is authorized to submit a grant application to the TIFMAS Grant Assistance Program; and act on behalf of the City of Harlingen in all matters related to the grant application and subsequent grant contract that may result.

IT IS FURTHER RESOLVED that if selected, the City will comply with all applicable grant requirements. Grant funds and any grant-funded equipment or facilities will be used only for the purposes for which they are intended the grant.

CONSIDERED and ADOPTED this 4th day of June 2025 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.

CITY OF HARLINGEN

Norma Sepulveda, Mayor

ATTEST:

Hermelinda Gonzales, City Secretary

**AGENDA ITEM
EXECUTIVE SUMMARY**

7e

Meeting Date: **June 4, 2024**

Agenda Item:

Consideration and possible action to authorize the purchase of a Drum Roller for the Public Works Paving Crew using available savings from previously approved equipment purchases.
Attachment (*Public Works*)

Prepared By: Christopher D. Torres
Title: Public Works Director

Signature: 

Brief Summary:

Due to cost savings realized from recent equipment purchases already approved by the City Commission, the Public Works Department is requesting approval to utilize the remaining funds to purchase a roller necessary for the efficient operation of the paving crew. This purchase will enhance operational capabilities without exceeding the previously approved budget allocation.

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:

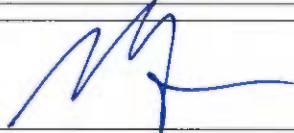
City Manager's approval:



☒ Yes ☐ No ☐ N/A

Comments:

City Attorney's approval:



☒ Yes ☐ No ☐ N/A



TECHNICAL DATA

MASSES

Max. operating mass	11,300 lbs
Operating mass (incl. ROPS)	9,500 lbs
Module mass (front/rear)	4,600 lbs/4,900 lbs

ENGINE

Manufacturer/Model	Perkins 403J-E17T (T4/StageV)
Type	Water cooled diesel engine
Rated power, SAE J1995	48 hp @ 2800 rpm

COMPACTION (SINGLE AMPLITUDE)

Centrifugal force	9675/7875 lbs
Nominal amplitude	0.02 in
Static linear load (front/rear)	85/90 pli
Vibration frequency	3240/2940 vpm
Water tank	79 gal

COMPACTION (OPTIONAL DUAL AMPLITUDE)

Centrifugal force (high/low amplitude)	9675/4950 lb
Nominal amplitude (high/low)	0.02/0.008 in
Vibration frequency	3240/3660 vpm

PROPULSION

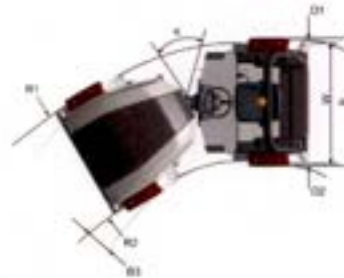
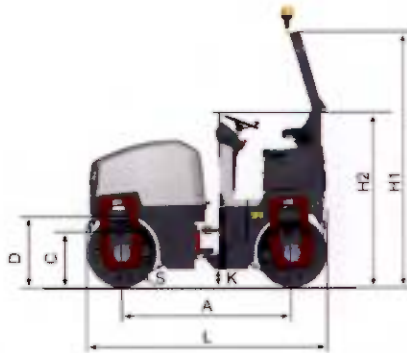
Speed range	0-5.6 mph
Vertical oscillation	±10°
Max. theoretical gradeability	37 %

HYDRAULIC SYSTEM

Driving	Axial piston pump with variable displacement. Radial piston motors (2) with constant displacement.
Vibration	Gear pump/motors with constant displacement.
Steering	Gear pump with constant displacement.
Service brake	Hydrostatic in forward and reverse lever.
Parking/Emergency brake	Failsafe multidisc brake in both drums.

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We reserve the right to change specifications without notice. Photos and illustrations do not always show standard versions of machines. The above information is a general description only, all information's are supplied without liability.



DIMENSIONS

DIMENSIONS

A. Wheelbase	78 in
B. Width	59 in
B3. Width, offset	2 in
C. Curb clearance	27 in
D. Drum diameter	35 in
H1. Height, with ROPS/cab	112 in
H2. Height, w/o ROPS/cab	80 in
K. Ground clearance	7.5 in
L. Length	112 in
O. Off-set	1.97 in
O1. Overhang, right	2.46 in
O2. Overhang, left	2.46 in
R1. Turning radius, outside	172 in
R2. Turning radius, inside	118 in
S. Drum shell thickness	0.67 in
W. Working width	54 in
α . Steering angle	$\pm 30^\circ$

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Houston: #42
9111 North Freeway
Houston, TX 77029
(713)679-6700

Corpus Christi: #45
134 North Padres Island Dr.
Corpus Christi, TX 78405
(361)289-0727

Bryan #48 3500 State
Hwy 21 West
Bryan, TX 77806
(979)778-4825

San Juan: #44
901 East Interstate 2
San Juan, TX 78589
(956)787-0001

Victoria: #47
12410 US 59 North
Victoria, TX 77905
(361)570-6666

Source Well Sales Quote

Salesman: Danny Jackson
Phone #: 956-342-5228
E-Mail: Danny.Jackson@doggett.com

Store #: 44
Date: 05/23/2025
Quote Expiration: 05/31/2025

Account #: _____
Customer: City of Harlingen
Contact: Christopher Torres
Address: P.O. Box 2207
Harlingen, Texas

Phone #: 956-216-5050
Mobile #: _____
Fax #: _____
Customer PO #: _____

City/State/Zip: _____

Sale Terms: ☐ Finance
☐ Lease
☐ Cash
Term: Months % Rate

Warranty: ☐ Extended ☐ Full
☐ New ☐ EPT+Hyd
☒ Basic ☐ EPT
 Months Hours

Year	Make	Model	Stock / Serial No.	Description of Equipment/Attachments	Sale price
2025	Dynapac	CC1400	N/A	Open Cab Double Drum Roller EPA Final Tier IV 50 Hp Kubota Engine Drive System - 2 Radial piston motors Hydrostatic front and reverse brakes 54" Width and 112" in length Water Spray System Complete Work Light Package Module Mass - 4,600lbs/4,900lbs Operating Weight : 11,300 lbs. Current Hours : 2	\$ 71,738.00
Total Sales Price					\$ 71,738.00

Finance Information

Financing available through John Deere Financial.
Doggett Source Well Contract # 060122-DYN

Freight \$ 3,975.00
Trade in _____
Pre-Delivery Inspection \$ 3,150.00
Sales Price
Subtotal \$ 78,863.00
0.2510% Ad Valorem Tax: _____
9.75% Sales Tax: _____
Less Down Payment: _____

Machine Information

Currently 5 in stock at the Port of Houston and delivery can be 2 weeks after Purchase order is received.

Total Amount Being Charged: \$ 78,863.00

Salesman: Danny Jackson - 442

Customer: _____

**AGENDA ITEM
EXECUTIVE SUMMARY**

7f

Meeting Date: **June 4, 2025**

Agenda Item:

Consideration and possible action to approve the Animal Control Officers to be part of the City of Harlingen Safety Work Boot Program.

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

Signature: 

Brief Summary:

The City of Harlingen Health Department is requesting approval for the Animal Control Officers to be part of the Safety Work Boot Program. The Animal Control Officers can benefit from this program because they are constantly out on the field dealing with all types of animals and situations. The work boot is meant to protect the employee from potential injuries arising from, but not limited to, falling, or rolling objects piercing the shoe sole, chemical spills, etc.

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



Safety Work Boot Program Application Form

To maintain employee safety, the city is committed to providing suitable protective footwear (work boots) to employees performing job responsibilities in potential industrial risks. The work boot is meant to protect the employee from potential injuries arising from, but not limited to, falling, or rolling objects, objects piercing the shoe sole, chemical spills, etc.

The city will pay each qualified employee up to two hundred dollars (\$200.00) per fiscal year, for the purchase of city approved safety work boots under the following policy requirements.

A. Eligibility

To be eligible to participate in the safety work boot program, the employee must:

- Work in one of the following departments: Building Inspections, Code Enforcement, Golf, Parks, Public Works or DID.
- Successfully complete their introductory period.

B. Safety Work Boot Procedure

1. Complete and submit a Safety Work Boot Program Form to their supervisor and Director for approval. The employee's supervisor and director are responsible for ensuring the employee is qualified to participate in the program.
2. Submit the completed Safety Work Boot Program Application Form to the Human Resources Department. After review and approval, the HR Department will issue a Field Purchase Order (FPO) to the vendor of choice and notate the FPO number on the application.
3. Take the completed Safety Work Boot Program Application Form to the preapproved vendor from the city (Harlingen, TX) to purchase the work boots. The purchase of the boots will be on a tax-exempt basis up to \$200.00. The employee will be responsible for paying any applicable taxes owed on purchases over \$200.00.
4. Once the purchase of boots has been made, the employee must submit the Safety Work Boot Program Application and attach the purchase receipt to the Human Resources Department to process payment.

C. Reimbursement to the City

Employees who separate from employment within six (6) months of obtaining boots (due to voluntary or involuntary termination) are required to reimburse the city for any safety work boot funds received.

D. Use of Work Boots

Employees participating in the Work Boot Program are required to wear the approved safety boots on a daily, consistent basis, while on official city duty. Employees found to be in violation of this policy:

- Must reimburse the city for any funds received under this program.
- May face corrective action up to including termination of employment.

I understand and agree to the terms and conditions of the city's Safety Work Boot Program.

Employee Name: _____ Emp. ID #: _____

Department/Division: _____ Title: _____

Employee Signature: _____ Date: _____

Boot Vendor of Choice: _____ (Red Wing Shoes or Bullrider Western Wear Only)

Approvals:

Supervisor: _____ Signature: _____ Date: _____

Department Director: _____ Signature: _____ Date: _____

Human Resources: _____ Signature: _____ Date: _____

HR USE ONLY

Initial Date Application Received: _____ Field Purchase Order No. _____

Date App. & Receipt Received: _____ Date FPO processed: _____

AGENDA ITEM
EXECUTIVE SUMMARY

79

Meeting Date: June 4, 2025

Agenda Item:

Discussion and approval of first extension to the 2023 - 2025 Interlocal Agreement between the Harlingen Consolidated Independent School District (HCISD) and the City of Harlingen for the School Resource Officer Program for school year 2025 - 2026.

Prepared By (Print Name): Alfredo Alvear

Title: Chief of Police

Signature: 

Brief Summary:

Discuss approving the 2023 - 2025 Interlocal Agreement between the Harlingen Consolidated Independent School District (HCISD) and the City of Harlingen for School Resource Officers (SRO) to take the option to extend, by mutual consent, for an additional one (1) year term not to exceed more than three (3) additional terms.

Funding (if applicable):

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

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

Finance Director's approval:

☐ Yes ☐ No ☐ N/A

Staff Recommendation:

Staff recommends extending the INTERLOCAL AGREEMENT for an additional one (1) year term for school year 2025 - 2026.

City Manager's approval:



☒ Yes ☐ No ☐ N/A

Comments:

City Attorney's approval:



☐ Yes ☐ No ☐ N/A

INTERLOCAL AGREEMENT BETWEEN
THE HARLINGEN CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT
AND THE CITY OF HARLINGEN FOR
THE SCHOOL RESOURCE OFFICER PROGRAM

THIS AGREEMENT is made and entered into by and between THE HARLINGEN CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas, ("HARLINGEN CISD" or "DISTRICT") acting through its Board of Trustees, and CITY OF HARLINGEN, a state agency of the State of Texas situated in Cameron County, Texas ("CITY"). DISTRICT and CITY may sometimes hereafter be referred to individually as "PARTY" or collectively as the "PARTIES". This Agreement sets forth the specific terms and conditions by which the School Resource Officer Program ("PROGRAM") will be administered. Authority for this Agreement is granted and pursuant to the Interlocal Cooperation Act, Texas Government Code, Section 791 ("COOPERATION ACT").

WHEREAS, pursuant to the COOPERATION ACT, the PARTIES are empowered to contract with each other for the performance of governmental functions, including police protection, and as permitted in Section 37.081 of the Texas Education Code by providing School Resource Officers ("SROs") to the DISTRICT.

WHEREAS, the DISTRICT and the CITY share a mutual goal of ensuring a learning environment in Harlingen CISD and that is free from the fear of crime, violence, and victimization by providing law enforcement and related services to the public schools of CITY; and

WHEREAS, the DISTRICT and the CITY recognize the potential outstanding public safety benefits that the PROGRAM will provide the students, teachers, and staff of the DISTRICT and all the citizens of the CITY; and

WHEREAS, the DISTRICT and the CITY desire to build and maintain a positive relationship between the Parties and the youth of our community; and

WHEREAS, the DISTRICT has determined it is in its best interest to enter into an agreement with the CITY to provide such police services to the DISTRICT, and it has specifically authorized peace officer(s) licensed by the Texas Commission on Law Enforcement ("TCOLE") to carry weapons in performing such services at all DISTRICT campuses and properties within the CITY limits; and

WHEREAS, the CITY and DISTRICT find that their cooperation in the matters contained in this Agreement will increase the efficiency and effectiveness of providing the governmental function of police protection on the DISTRICT's campuses to the benefit of all the taxpaying citizens of the CITY and the DISTRICT.

NOW THEREFORE, in order to carry out the intent of the PARTIES as expressed above, and in accordance with the COOPERATION ACT, the PARTIES agree as follows:

ARTICLE I

The term of this Agreement is for two (2) years beginning on the first (1st) day of July, 2023, and shall continue in full force and effect until 11:59 p.m. on the thirtieth (30th) day of June, 2025, unless sooner terminated as herein provided. This Agreement may be renewed by mutual consent for additional one (1) year terms not to exceed more than three (3) such additional terms. The process of renewal may be initiated by either PARTY by forwarding written notice to the other PARTY of such intent no less than thirty (30) days prior to the expiration of this Agreement. Renewal of this Agreement shall require formal action during an open meeting of the governing body of each respective PARTY hereto.

ARTICLE II

The CITY OF HARLINGEN ("Harlingen Police Department") shall provide the following, which are deemed necessary to the success of the PROGRAM and the performance of duties by the officers:

A. Number and Assignment of Officers

1. The HARLINGEN POLICE DEPARTMENT ("HPD") shall assign regularly employed SROs to the DISTRICT. The SROs will be assigned to the following campuses: Harlingen High School, Harlingen High School South, and Dr. Cano Freshman Academy, and any additional campus as mutually agreed upon by the HPD and DISTRICT.
2. The School Superintendent in consultation with the HPD shall determine the number of SROs to be employed at the DISTRICT and individual campuses for each academic school year or at any other time as mutually agreed between the PARTIES. The assigned campus will be the individual SRO's "home campus." The parties have agreed for the 2023-2024 academic school year that the HPD will provide three (3) SRO's and 1 Sergeant. Additional full time SRO's can be considered as HPD staffing allows
3. The SROs shall be full-time HPD employees, who are certified Peace Officers for the State of Texas and who meet all requirements as set forth by the TCOLE, DISTRICT, and the HPD. The HPD shall ensure that the SRO notifies the School Superintendent or designee of any incident involving school property, students and/or employees.
4. At all times, the DISTRICT and the HPD shall cooperate with one another to interview and review the qualifications and experience of any potential SRO proposed by the HPD. The DISTRICT shall have the right to approve the SROs prior to being assigned. The DISTRICT and HPD shall agree on all SRO assignments.

5. The HPD shall designate and assign a qualified HPD SRO Supervisor licensed by TCOLE who shall serve as the Program Supervisor overseeing the SROs.

B. Supervision

1. The day-to-day administrative duties of the police officers are the responsibility of both the HPD and District. Responsibility for police services and the conduct of the assigned officers shall remain with HPD's assigned designee. The District shall refer any disciplinary matters involving misconduct of any officer during duty hours to the HPD Supervisor overseeing the SRO program.
2. The SROs shall meet with the School Superintendent or designee during normal work hours at a place, time, and frequency designated by the DISTRICT. The meeting content shall encourage and maintain an effective and collaborative relationship between the PARTIES.
3. The day-to-day operation and administrative control of the SRO will be the responsibility of the DISTRICT if not delineated otherwise within this Agreement.
4. Responsibility for the SROs' conduct, both personally and professionally including any necessary discipline, shall remain with the HPD.
5. The PARTIES shall each monitor, review, and provide oversight and supervision of the services as they are provided, and each agree to notify the other as soon as reasonably possible in the event the level or quality of any scheduling, operating, service, or performance issue becomes unsatisfactory.

C. Equipment

1. The HPD will provide the SROs with the same law enforcement equipment, uniform, and vehicles that are available to other officers of the HPD.
2. The DISTRICT will authorize the SRO to carry a weapon and act as a commissioned peace officer at all times, so long as the SRO is acting under his/her official capacity. Likewise, the DISTRICT specifically authorizes the SRO to carry a weapon in performing services at all DISTRICT campuses and properties.

D. Training

1. All SROs shall complete all state required training as approved by TCOLE. District will pay the actual cost of training for all SRO assigned officers.
2. All SROs shall complete an active shooter response training program approved by TCOLE, on an annual basis, as well as all other required training for SROs as required by law.

3. Firearms accident training shall be required for all SROs assigned to an elementary campus on firearms accident protection as provided under Texas Occupations Code 1701.603.
4. The HPD agrees to perform any obligations required to maintain all SROs as commissioned police officers with the HPD with full Texas peace officer status but all training will be paid for by District

ARTICLE III

The DISTRICT shall provide the following, which are deemed necessary to the success of the PROGRAM and the performance to the duties of the SROs:

A. Facilities & Equipment

1. Access to an air-conditioned and properly lighted private office that shall contain a telephone to be used for general business purposes.
2. A desk with drawers, a chair, worktable, filing cabinet, and office supplies.
3. A computer consistent with what is furnished to other employees.
4. iPad accessories such as a mouse, keyboard, and monitor.
5. A location for files and records which can be properly locked and secured.
6. Secretarial assistance on an as needed basis.
7. Office supplies.
8. Use of any school owned equipment or facilities shall comply with DISTRICT policies and procedures.

B. Training

1. The DISTRICT shall be responsible for funding all training, as listed in Article 2, Section 3 under "Training" and all cost related to said training, for the SROs in any other areas deemed necessary by the DISTRICT beyond what is referenced above and required by law. Travel and training expenses related to any specialized training, DISTRICT proposed training or required training shall be at the expense of DISTRICT, including but not limited to conference registration costs, meal per diem, hotel costs, training materials or supplies, incidentals, and air transportation. The travel per diem rates are set by the General Services Administration (GSA) and City of Harlingen Travel Policy. Per diem will be paid through the City of

Harlingen initially and DISTRICT will reimburse the City for the per diem costs. All other associate travel costs will be paid directly by DISTRICT; however, all travel and training documentation must follow CITY procedures and be approved by HPD chain of command prior to attendance.

2. Subject to the obligations under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g, the DISTRICT agrees to provide the SROs with (a) unrestricted access to student and personnel records as necessary for the investigation of criminal offenses, to collect certain incident-based data, or to ensure the safety and security of DISTRICT campuses or events, and (b) unrestricted access to technology installed throughout Harlingen CISD, including surveillance cameras, to provide for safety and security as permitted by law. SROs shall be designated as "school officials" under Harlingen CISD Policy FL (local) for purposes of access to student records. In providing the services under this Agreement, the PARTIES agree to and shall abide by any and all federal, including but not limited to the FERPA, state and local law, including, but not limited to a statute, ordinance, rule or regulation, pertaining to such services which is in effect or comes into effect while this Agreement is in force. Notwithstanding any other provisions of this Agreement, any violation of this Section shall constitute a material breach of this Agreement and shall entitle the non-breaching PARTY the right to immediately terminate this Agreement and seek all remedies allowed by law. The SROs agree to comply with all FERPA requirements and maintain the confidentiality of student records.

ARTICLE IV

The following shall establish regular duty hours, compensation for overtime, reassignments, and leave time for the SROs.

A. Duty Hours of SROs

1. The SROs shall be assigned to their home campuses on a full-time basis during the active school year and as mutually agreed to by the School Superintendent or designee and Chief of Police. Except as agreed to herein, the work week of the SROs shall consist of no more than forty (40) hours.
2. SROs shall report to their home campus during the school hours for their home campus. The SRO shall arrive at the home campus at least thirty (30) minutes prior to the commencement of school hours and remain at their home campus at least thirty minutes (30) minutes following the close of school hours. During their daily tour of duty, the SROs may be off campus to perform tasks as required by their assignment. Any time the SROs will be off campus, the SROs will promptly notify the principal or the principal's designee prior to their absence.
3. Time spent by the SROs attending training or court arising out of their employment and/or duties as an SRO shall be considered as hours worked under this Agreement

4. The regular workday hours of the SROs may be adjusted by the DISTRICT on a temporary basis for specific situations. These adjustments will require the prior approval of the SRO's assigned DISTRICT supervisor.
5. The HPD may temporarily reassign a SRO, without advance notice or mutual agreement of the PARTIES, for a situation deemed by the HPD to be a public safety emergency. The HPD may temporarily reassign an SRO for a non-school and non-public safety emergency with the DISTRICT's mutual agreement.
6. Leave time should be taken at times when the school is not in session. The SRO's assigned DISTRICT supervisor must approve all requests for leave time during normal work periods and if at all possible, reasonable advance notice should be given to the principal. The SRO will coordinate vacation hours with the School Superintendent or designee.

B. Overtime Hours for SROs

1. If the CITY requests the SRO work in excess of forty (40) hours within a work week, the CITY will be responsible for paying for the additional hours in accordance with established overtime procedures.
2. To the extent possible, any overtime hours that relate to SRO duties for the DISTRICT must be authorized and approved in writing by the School Superintendent or designee prior to the performance of the overtime work and will be paid in accordance with procedures established by the CITY's personnel policy manual, and paid by the DISTRICT.
3. SROs who enter into a contractual agreement with the DISTRICT for school related duties such as coaching, intramural after school programs, or teaching shall be paid by the DISTRICT in accordance with the DISTRICT's established procedures. Such contractual agreements must receive the prior approval of the Program Supervisor and must be in accordance with the HPD's policy.
4. SROs shall have first priority to work overtime hours authorized by school administration at their home campus for security at sporting events, and other special programs or projects. All overtime worked shall be in accordance with the HPD's policy and comply with the terms outlined in this Agreement by the DISTRICT.

THE DISTRICT may choose to hire through HPD off-duty police officer(s) at the prevailing rate (currently \$65/hr) as set by HPD. If the DISTRICT chooses to they may hire off duty HPD Sergeants for SRO duties at their prevailing rate (\$75/hr). The District acknowledges the prevailing hourly rates will increase in contract years after the primary term, based on Cities' collective bargaining obligations.

Additionally, THE DISTRICT may choose to request officers hired under this section be equipped with a marked police unit at the prevailing additional costs (\$15/hr) as set by the Chief of Police and based on availability.

ARTICLE V

Duties of the officers and the Program Supervisor involved in the PROGRAM shall include, but not be limited to the following:

A. Duties of SROs Assigned to a School

The following shall be in addition to, and not in lieu of, the HPD's obligation to provide routine patrol services on the same basis as are provided to other school campuses or other properties within the CITY.

1. Duties and responsibilities of the SRO include:

- a. Protection of the lives and property of the students, personnel, and visitors. The SROs will be based on their home campuses. They will serve and respond to other campuses located within the CITY. Assignments to other campuses will be determined by mutual agreement of HPD and the School Superintendent or designee.
- b. Enforcement of applicable federal, state and local laws and ordinances.
- c. Investigations of criminal activity and vehicle crashes occurring at the DISTRICT campuses.
- d. Patrolling areas within or in the vicinity of the geographical boundaries of the DISTRICT to protect all students, personnel, and visitors. Patrol and other law enforcement duties of the SROs shall be performed, in part, with the use of CITY-owned HPD vehicles.
- e. Being a visible presence during the school day in order to assist the DISTRICT administration with general public safety services during school hours.
- f. Maintaining the peace and/or address any breaches of the peace as needed.
- g. Engaging in all law enforcement activities arising from the enforcement of criminal laws or school policies and rules, including, but not limited to, issuing traffic citations, transporting arrested persons, completing follow-up activities, filing of affidavits and complaints, and participating in legal proceedings resulting from the law enforcement services provided in accordance with this Agreement

- h. Responding to Police calls for service during the course of the regular school day on campuses.
- i. Helping to mediate disputes on campus, when requested, including working with students to help solve disputes in a non-violent manner.
- j. Assisting with the prevention of property loss due to theft or vandalism.
- k. Providing traffic control as needed.
- l. Assisting the DISTRICT with its Emergency Operation Plan.
- m. Assisting with school safety projects, participating in emergency drills, emergency response, and after-action reviews within schools when requested by a school.
- n. Providing training for staff as agreed upon by the School Superintendent or designee and the HPD.
- o. Serving as a resource for law enforcement education at the request of school staff, such as speaking to classes on the law, search and seizure, drugs, or motor vehicle laws.
- p. Maintaining the confidentiality of student records as required by FERPA.
- q. Provide assistance to other law enforcement officers with outside investigations concerning students attending the DISTRICT's schools or in matters regarding their school assignment.
- r. The SROs shall not act as school disciplinarians. However, if the principal believes an incident is a violation of the law, the principal may contact the SRO and the SRO shall then determine whether law enforcement action is appropriate.
- s. Make the principal of the school and Superintendent or designee aware of any law enforcement action taken, as soon as practicable and in compliance with the law.
- t. Take appropriate law enforcement action against intruders and unwanted guests, at the principal or his/her designee's request, which may appear at the school and related school functions, to the extent that the SROs may do so under the authority of the law.
- u. Advise the Superintendent or designee before requesting additional police assistance on campus, when practicable.

- v. Make themselves available for conference with students, parents and faculty members in order to assist them with problems of law enforcement or crime prevention nature.
- w. Become familiar with all community agencies offering assistance to youths and their families, such as mental health clinics, drug treatment centers, etc.
- x. Assist with security efforts at the DISTRICT's schools including the coordination of a safety audit of the campus and develop a long-range plan for campus safety. The plan will incorporate input from school staff, students, and parents.
- y. Assist the principal and Superintendent or designee in identifying situations or school protocol, on campus or during school sponsored events, which have a potential for becoming dangerous situations and develop action plans, through long term problem solving, in an attempt to prevent or minimize their impact.
- z. Maintain detailed and accurate records of the operation of the PROGRAM.
- aa. Assist District with Safe and Supportive Schools Program-Threat Assessment investigations and processes as assigned by EMSS and SRO Supervisor.
- bb. SROs are not to be used for regularly assigned lunchroom duties, hall monitors, bus duties, or other monitoring duties. If there is a problem in one of these areas, the SROs may assist the school until the problem is solved upon request to do so.
- cc. Preparing reports and documentation related to events occurring within the geographic boundaries of the Harlingen CISD.
- dd. Comply with the DISTRICT's policies and procedures while acting as the SRO on DISTRICT property and at DISTRICT events.
- ee. Performing other duties that may be assigned from time to time by the School Superintendent or designee, and approved by program supervisor, provided that the duty is legitimately and reasonably related to the services as described herein and is consistent with Federal and State law, local ordinances and orders, as well as laws applicable to DISTRICT policies, procedures, rules, or regulations relating to the subject matter of this Agreement, and the policies, procedures, rules, and regulations of the HPD.

2. Instructional responsibility of the SROs at secondary campuses:

- a. All instruction by the SROs shall be as a guest speaker. The principal or a member of the faculty may request the SROs to provide instruction. The SROs shall not be asked to teach on a full-time basis.
 - b. In coordination with the principal and Superintendent or designee, SROs may make a variety of specialized, short-term law related presentations available to the high school faculty and students.
 - c. Develop an expertise in various subjects that can be presented to the students. Such subjects should include a basic understanding of the laws, the role of the HPD and the police mission, and other topics that relate to student or school safety.
3. Duties and Responsibilities of the SRO Program Supervisor include:
- a. Program development and administration.
 - b. Approving reports, overseeing problem solving efforts, providing leadership, training, direction, evaluations.
 - c. Establishing rapport with individual principals.
 - d. Performing scheduled and non-scheduled visits to the school campuses in coordination with the principals.
 - e. Work in liaison with principals.

ARTICLE VI

- A. The DISTRICT agrees to pay 100 percent (100%) of the CITY cost for each SRO during contract years 2023/24 and 2024/25. The DISTRICTS's contribution shall be adjusted and reimbursed accordingly should any SRO be absent from the campus for an extended period (one to five consecutive school days) that is not due to a public safety emergency as declared by HPD or local Emergency Operations Center ("EOC"). In the event of an extended public safety emergency (one that lasts longer than five (5) consecutive school days) the DISTRICT will maintain the option of utilizing the SRO to maintain the safety and security of DISTRICT students, staff, and visitors. The option will exist only when the execution of that option does not interfere with exigent circumstances or the critical nature of the emergency. The safety of the community as a whole will take priority. The DISTRICT may also choose to release the SRO back to the HPD during the extended public safety emergency. In any case of removal or release of the SRO during the extended public safety emergency, the DISTRICT's contribution will be adjusted or reimbursed accordingly. Authorized training and sick leave are excluded, as well as vacation days approved by the HPD and the DISTRICT.

- B. District agrees to pay City \$56,000.00 annually in administrative fees to City to administer the SRO program.
- C. HPD will provide full time SROs a functioning marked patrol vehicle from the HPD fleet. The DISTRICT will reimburse HPD for fuel, maintenance and care of the vehicle at a rate of \$7,000 per semester.
- D. The HPD shall keep and maintain accurate records of dates of service and the hours served by the SRO. The HPD shall be responsible for calculating and documenting the charge for services rendered pursuant to this Agreement. Records are subject to review by the Superintendent or designee during regular business hours with forty-eight (48) hours' advance notice
- E. The DISTRICT shall be responsible for school-related training and overtime as discussed in Article III. B. and IV. B. above.
- F. The CITY will prepare and submit an invoice to the DISTRICT, payable to the CITY, during the term of the school year.

ARTICLE VII
Dismissal of SROs/Replacement

- A. In the event the principal or Superintendent or designee of the school to which an SRO is assigned feels that the SRO is not effectively performing his duties, the Superintendent or designee shall request a meeting with the SRO's supervisor in an attempt to correct the situation.
- B. If the working relationship between the principal and the SRO does not improve, mediation between the two parties may be held to attempt to resolve any problems that still exist.
- C. If within a reasonable amount of time after such mediation of the problems cannot be resolved, the principal may recommend to the SRO's supervisor that the SRO be removed from the PROGRAM at his/her school and shall state the reasons therefore in writing.
- D. The HPD and the Superintendent or designee shall jointly determine the status of the SRO and a replacement with suitable training acceptable to both parties shall be made if the SRO is removed from the school.
- E. The HPD may dismiss or reassign the SRO based upon HPD Rules, Regulations and/or general orders or when it is in the best interest of the DISTRICT or the HPD.
- F. In the event of the resignation, termination, dismissal, or reassignment of the SRO, the HPD shall provide a replacement as soon as possible. During any such vacancy, the DISTRICT's financing obligation shall be adjusted accordingly.

- G. In the event of a long-term absence by the SRO, the HPD shall provide a temporary replacement (if HPD staffing allows) whose training is acceptable to the PARTIES, within thirty (30) school days of receiving notice of such until such time as the SRO may reassume his/her duties.

ARTICLE VIII

- A. This Agreement may be terminated by either PARTY upon receipt of one (1) year advance written notice, as set forth in Article IX, that either PARTY has failed to substantially perform in accordance with the terms and conditions of this Agreement, and an attempt to mediate the issue has proven unsuccessful.
- B. Either PARTY, upon expiration of one (1) year advance written notice, may terminate this Agreement without cause.
- B. Termination of this Agreement may only be accomplished as provided herein. In the event this Agreement is terminated, compensation will be made to the CITY for all services performed to the date of termination.

ARTICLE IX

MUTUAL NOTIFICATIONS AND INFORMATION SHARING

- A. **Reporting Serious Crimes.** State law requires notification of serious nature crimes be made to law enforcement (HPD) by a school principal or school district professional employee. In addition, law enforcement leadership in the school police program will also notify the school district (HCISD).

Notification will be made when the HCISD principal, HCISD professional employee, or member of the Harlingen Police Department school program become aware that an arrest and / or referral of a student of HCISD has been made to the office or an official designated by the juvenile board, or when the child is believed to have engaged or may engage in one of the following offenses:

- Any felony offense
- An offense under Penal Code (PC) Sections 20.02 (Unlawful Restraint), 21.08 (Indecent Exposure), 22.01 (Assault), 22.05 (Deadly Conduct), 22.07 (Terroristic Threat), or 71.02 (Engaging in Organized Criminal Activity).
- The unlawful use, sale or possession of a controlled substance, drug paraphernalia or marijuana as defined by Chapter 481; Health & Safety Code.
- The unlawful possession of any of the weapons or devices listed in Sections 46.01 (1-14 or 16) of the Penal Code or a weapon listed as a prohibited weapon under PC 46.05.
- Conduct that may constitute a criminal offense for which a student may be expelled under Education Code 37.007 (a), (d) or (e).

The school program HPD Sergeant shall comply with TX C.C.P. Article 15.27 and make the notification both orally and in writing to the superintendent of HCISD or his / her designee within 24 hours after the arrest or referral is made or before the next school day; whichever is earlier. The notification shall contain sufficient details of the arrest or referral and the acts allegedly committed by the student to enable the superintendent or their designee to determine whether there is reasonable belief that the student has engaged in conduct defined as a felony offense by the Penal Code or whether it is necessary to conduct a Threat Assessment or prepare a safety plan related to the student.

Oral or written notice required under this article must include all pertinent details of the offense or conduct, including details of any:

- (1) assaultive behavior or other violence;
- (2) weapons used in the commission of the offense or conduct; or
- (3) weapons possessed during the commission of the offense or conduct.

In addition to the information provided under this section, the law enforcement agency shall provide to the superintendent or superintendent's designee information relating to the student that is requested for the purpose of conducting a threat assessment or preparing a safety plan relating to that student.

If an individual is a student, the HCISD superintendent or designee shall immediately notify all instructional and support personnel who have responsibility for the supervision of the student. All personnel shall keep the information received confidential and not disclose it except as specifically authorized by Article 15.27 of Texas C.C.P.

- B. Information Sharing.** To enhance the objective of providing a safe, educational setting, the dissemination of information among the parties involved must be effortlessly distributed. However, as it is as important to obtain information contained in records systems (education and law enforcement records) maintained by the school, it cannot be done indiscriminately as federal laws restrict the release of information contained in a student's education record.

HCISD shall allow SROs to seek information from student education records found in the school's databases through assigned user names and passwords. The information obtained shall be strictly monitored by school staff.

HCISD may disclose information from a student's education record to appropriate authorities in connection with an emergency in order to protect the health or safety of a student or other individual.

Nothing in the Federal Family Educational Rights and Privacy Act (hereinafter "FERPA") prevents a school official from disclosing to local law enforcement authorities information

that is based on that official's personal knowledge or observation and not from an education record.

- C. Law Enforcement Units and Law Enforcement Unit Records.** A "law enforcement unit" means any individual, office, department, division or other component of the school, such as a unit of commissioned police officers or non-commissioned security guards, that is officially authorized or designated by the school to: enforce any local, State, or Federal law, or refer to appropriate authorities a matter for enforcement of any law against any individual or organization, or to maintain the physical security and safety of the school. The law enforcement unit does not lose its status as a law enforcement unit if it also performs other, non-law enforcement functions for the school, including investigation of incidents or conduct that constitutes or leads to a disciplinary proceeding against a student.

"Law enforcement unit records" (i.e., records created by the law enforcement unit, created for a law enforcement purpose, and maintained by a law enforcement unit) are not "educational records" subject to the privacy protections of FERPA. As such, the law enforcement unit may refuse to provide an eligible student with an opportunity to inspect and review law enforcement unit records, and it may disclose law enforcement unit records to third parties without the eligible student's prior written consent.

While the law enforcement unit may need to know the results of disciplinary proceedings against students, it is not permitted under FERPA to further release that information. School Officials and SROs shall refrain from releasing or documenting information from student educational records in police incident reports, which may be disclosed under the State's open record laws.

ARTICLE X

Notices

Any and all notices or any other communication herein required or permitted shall be in writing, and may be affected by personal delivery, or by registered or U.S. certified mail, return receipt requested at the address of the respective parties indicated below:

If to DISTRICT: Superintendent
Harlingen Consolidated Independent School District
407 North 77 Sunshine Strip
Harlingen, TX 78550

If to CITY: Mayor
City of Harlingen
118 East Tyler
Harlingen, TX 78550

ARTICLE XI

- A. The DISTRICT, the CITY, and their agents, employees and officers agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by mediation. Each PARTY hereto acknowledges and represents that their respective governing body has duly authorized this Agreement.
- B. Notwithstanding any provision to the contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities. The relationship of the DISTRICT and the CITY shall, with respect to that part of any service or function undertaken as a result of or pursuant to this Agreement, be that of independent contractors.
- C. The CITY shall have no liability whatsoever for or with respect to the DISTRICTS's use of any DISTRICT property or facility, or the actions of, or failure to act by, any employees, subcontractors, agents or assigns of the DISTRICT. The DISTRICT covenants and agrees that:
 - 1. The DISTRICT shall be solely responsible, as between DISTRICT and the CITY and the agents, officers and employees of the CITY, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by the DISTRICT or its agents, officers, employees, and subcontractors, while on the DISTRICT's property or while using any DISTRICT facility or performing any function or providing or delivering any service undertaken by the DISTRICT pursuant to this Agreement.
 - 2. For and with respect to the DISTRICT property or use of any DISTRICT facility, the DISTRICT hereby contracts, covenants, and agrees to obtain and maintain in full force and effect, during the term of this Agreement, a policy or policies of insurance, or risk pool coverage, in amounts sufficient to insure the DISTRICT and its agents, officers, and employees, and subcontractors, from any and against any claim, cause of action or liability arising out of or from the action, omission, or failure to act by the DISTRICT, its agents, officers, employees, and subcontractors in the course of their duties.
- D. The DISTRICT shall have no liability whatsoever for or with respect to the CITY's use of any CITY property or facility, or the actions of, or failure to act by, any agents, officers, employees, and subcontractors, of the CITY. The CITY covenants and agrees that:
 - 1. The CITY shall be solely responsible and liable for coordinating and establishing chain of command and response protocol with regard to active shooter situations and emergency responses.
 - 2. The CITY shall be solely responsible, as between the CITY and the DISTRICT and the agents, officers, employees, and subcontractors of the DISTRICT, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by the CITY or its agents, officers, employees, and

subcontractors, while on CITY property or while using any CITY facility or performing any function or providing or delivering any service undertaken by the CITY pursuant to this Agreement.

3. For and with respect to the services to be provided by the CITY to the DISTRICT pursuant to this Agreement, the CITY hereby contracts, covenants, and agrees to obtain and maintain in full force and effect, during the term of this Agreement, a policy or policies of insurance, or risk pool coverage, in the amounts sufficient to insure the CITY and its agents, officers, employees, and subcontractors from and against any claim, cause of action, or liability arising out of or from the action, omission, or failure to act by the CITY, its agents, officers, employees, and subcontractors in the course of their duties.
- E. It is specifically agreed that, as between the PARTIES, each PARTY to this Agreement shall be individually and respectively be responsible for responding to, dealing with, insuring against, defending, and otherwise handling and managing liability and potential liability pursuant to this Agreement.
 - F. Each PARTY hereto reserves and does not waive any immunity or defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from the services provided and/or any circumstance arising under this Agreement. Neither the DISTRICT nor the CITY waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas on behalf of itself, its trustees, council members, officers, employees, and agents.
 - G. No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and neither the CITY nor the DISTRICT shall be held legally liable for any claim or cause of action arising pursuant to, or out of the services provided under, this Agreement except as specifically provided herein or by law. The PARTIES hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this Agreement.
 - H. Nothing in this Agreement shall be deemed to extend, increase or limit the jurisdiction or authority of either the CITY or the DISTRICT except as necessary to implement, perform, and obtain the services and duties provided for in this Agreement. Save and except only as specifically provided in this Agreement, all governmental functions and services traditionally provided by the DISTRICT, and all governmental and proprietary functions and services traditionally provided by the CITY, shall be and remain the sole responsibility of each such respective PARTY.

ARTICLE XII

This Agreement constitutes the full understanding of the PARTIES, and supersedes all prior understandings and agreements between the PARTIES. No terms, conditions, understandings, or agreements purporting to modify or vary the terms of this Agreement shall be binding unless hereafter made in writing and signed by the Party to be charged.

and services traditionally provided by the CITY, shall be and remain the sole responsibility of each such respective PARTY.

ARTICLE XII

This Agreement constitutes the full understanding of the PARTIES, and supersedes all prior understandings and agreements between the PARTIES. No terms, conditions, understandings, or agreements purporting to modify or vary the terms of this Agreement shall be binding unless hereafter made in writing and signed by the Party to be charged.

ARTICLE XIII

This Agreement, and each and every covenant herein, shall not be capable of assignment, unless the express written consent of the DISTRICT and the CITY is obtained.

ARTICLE XIV

Any clause, sentence, paragraph or article of this Agreement which is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect shall not be deemed to impair, invalidate, or nullify the remainder of this Agreement.

ARTICLE XV

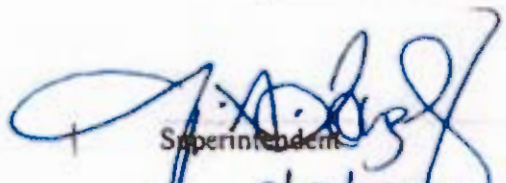
This Agreement shall be construed in accordance with the laws and constitutions of the United States and the State of Texas. All obligations hereunder are performable in Cameron County and venue for any action arising hereunder shall lie in Cameron County, Texas.

ARTICLE XVI

This Agreement constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be signed by their duly authorized officers on the date appearing adjacent to the signatures below. This Agreement shall become effective on the date of the last party to sign.

THE HARLINGEN CONSOLIDATED INDEPENDENT SCHOOL DISTRICT


Superintendent
Date: 2/13/2024


School Board President
Date: 2/13/2024

THE CITY OF HARLINGEN


HPD

Date: 3-13-2024


Mayor

Date: 2/19/2024

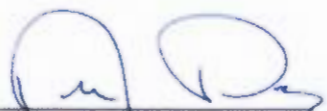
7h

City of Harlingen
Agenda Item Request Form

We, hereby request the following item to be added to the June 4, 2025, City Commission Agenda:

Consideration and possible action to approve the installation of speed humps in the following location(s):

1. Stuart Place Road from Business 83 to Garrett Road


Rene Perez, Commissioner Dist. 5
Ford Kinsley, Commissioner Dist. 1

**AGENDA ITEM
EXECUTIVE SUMMARY**

92

Meeting Date: **June 4, 2025**

Agenda Item:

Public hearing amending the City of Harlingen Code of Ordinances Chapter 105, Article II, Section 16, Definitions, by adding definitions pertaining to repetitive loss and increased cost compliance, modifying the substantial damage and substantial improvement definitions and adding Section 105-64 pertaining to repetitive losses, of the Harlingen Code of Ordinances. Applicant: City of Harlingen. Attachment (**Planning & Development**)

Prepared By: Soledad A. Núñez, CNU-A

Title: Interim Planning and Development Director

Signature: *Soledad A. Núñez*

Brief Summary:

Project Timeline

- May 17, 2025 – In accordance with State and local law, notice of the required public hearing was published in the Valley Morning Star.
- May 28, 2025 – Public hearing and consideration of the requested ordinance amendments by the Planning and Zoning Commission (P&Z)
- June 4, 2025 – Public hearing and consideration of requested ordinance amendments via 1st ordinance reading scheduled before the City Commission.
- June 18, 2025 – Pending approval of 1st ordinance reading, consideration of approval of 2nd ordinance reading scheduled before the City Commission.

Summary

- Ordinance Section 105, Flood Damage Prevention, requires updating to better assist individuals who were impacted by the storms/flooding of March 2025.
- A summary of the recommended changes are shown in **ATTACHMENT I**.

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 to the proposed amendments to Chapter 105 of the City of Harlingen Code of Ordinances.

City Manager's approval: *66* ☐ Yes ☐ No ☒ N/A

Comments:

City Attorney's approval: *[Signature]* ☒ Yes ☐ No ☐ N/A

Public hearing and take action to consider a request to consider an ordinance amending the City of Harlingen Code of Ordinances Chapter 105, Article II, Section 16, Definitions, by adding definitions pertaining to repetitive loss and increased cost compliance, modifying the substantial damage and substantial improvement definitions and adding Section 105-64 pertaining to repetitive losses, of the Harlingen Code of Ordinances. Applicant: City of Harlingen

Assistant City Engineer, Robert Hernandez was indicated to present the request to amend the ordinance. Ms. Núñez provided some background to the request. She explained that the reason for the proposed amendments to Flood Ordinance Chapter 105 is due to the recent flooding in March. She said that some of the citizens are trying to go out for funding to fix their homes and that part of the requirement is to request a letter from the Floodplain Manager Administrator, who is our City Engineer. Ms. Núñez said that some of the language had to be tweaked to be able to allow us to write that letter for this individual. She stated that Mr. Hernandez, our Assistant City Engineer, was going to give more detail as to the language being changed.

Chairman Consiglio asked when any changes made would take effect. He asked if they could be retroactive. Ms. Núñez stated that they would be effective when they were adopted and proceeded to explain the current timeline. Ms. Núñez clarified that the major changes were to definitions because some definitions are lacking. Chairman Consiglio again asked about the effective date and the benefit to the community, to understand, since the last event happened in March. She indicated that both would be available for any questions. Ms. Núñez said there would be. She said that for the event in March, they would still be able to apply. The Chairman confirmed that it really didn't matter when the event happened as much as when the letter is written and submitted. Ms. Núñez said this was correct and said the letter would reflect the added definitions being discussed today. The Chairman confirmed that it was for those that do have flood insurance. He commented that he thought a lot of people don't have though. Mr. Hernandez said that this was the case from what he had seen. He added that a lot of times, this is required for a thirty (30) year mortgage but that if you fully own it [your house] and you don't want it, it is not required in the State of Texas. The Chairman said he was just wondering because the 25% can be a lot. Mr. Hernandez again clarified that it wasn't theirs and it was for the National Flood Insurance Program.

Mr. Hernandez clarified that the sentences in red were the additions to the existing flood ordinance. The Chairman asked if items 1 and 2 under "Substantial Improvement" were being added. Mr. Hernandez stated those had already been there. The Chairman said he just wanted to make sure since Mr. Hernandez had read those as well. Mr. Hernandez said he had just been on a roll and read them.

Mr. Hernandez presented the changes to the definitions in red on the presentation slides.

- Under Article II. Definitions, Sec. 105-16. Definitions.
 - Under Historic Structure, the addition of "Increased Cost of Compliance"
 - Addition of "Repetitive Loss"
 - To Substantial Damage, defining the term to include buildings determined to be a Repetitive Loss
 - To Substantial Improvement, defining improvement.

- Under Article V. Provisions for Flood Hazard Reduction
 - Addition of “Sec. 105-64. Repetitive Losses”

Chairman Consiglio confirmed that these were additions being made. Mr. Hernandez said that it was about having this be a part of the City Ordinance, defined in our Flood Ordinance. He specified that this is not a service provided by the City.

For the definition of Repetitive Loss, Mr. Hernandez explained that if an event happened today and within ten (10) years there are more events, that this would trigger the 25% threshold for classification. The Chairman asked where the 25% market value comes from. Mr. Hernandez said it came from the definition from the NFIP (National Flood Insurance Program). The Chairman asked if it could be lowered to 10%. He said this amount of damage could be a hurdle for a lot of people. Mr. Hernandez said that the main component was to comply with the National Flood Insurance Program and having to adhere to their policies. Mr. Hernandez also clarified that if you are a property owner that does not have flood insurance with NFIP, you wouldn't be able to get your FEMA assistance. He said this was for those that have flood insurance that way they can comply.

For the last addition on “Repetitive Loss”, Mr. Hernandez clarified that the claims are not submitted to the City. He said these are submitted through their flood insurance program and then they get submitted to the National Flood Insurance Program. Chairman Consiglio again confirmed that this language from them and that we didn't make it up. Ms. Núñez confirmed that this was a new section being added. The Chairman talked to the process of getting the market value through an appraiser to get through this big hurdle. His statement was acknowledged.

Cmr. Flores confirmed that he had heard correctly. He confirmed that one wouldn't qualify if you don't have floor insurance. Mr. Hernandez responded that for this situation he was correct; that you would need to be part of the National Flood Insurance Program. Cmr. Flores shared that he lives on Taft and explained the situation that he once had insurance but upon reclassification, he no longer had to have it and so he didn't renew. He said that with the last rain; he didn't get it into his house or anything because it is high on stilts. He said that the other houses around him, though, some of them new, had water. He said there were cars floating everywhere. He said it was still not designated [a flood zone] and a lot of these people don't have flood insurance there. He said they wouldn't qualify for something like this. Mr. Hernandez said that it is optional, and anybody can get flood insurance. Cmr. Flores said he understood that and explained that since it was not a requirement, they don't get it.

Cmr. Cantu added that it is not a requirement unless it is a flood zone and that the lender will not require it if it is not a flood zone. Cmr. Flores said right and stated that he understood that. He said you have to have an elevation certificate on top of that. Cmr. Cantu added that most people will not get it because they can barely make the payment. Cmr. Flores agreed. Cmr. Cantu said that adding flood insurance is going to add a little bit to the payment and they don't want to do that. There was agreement among the group. The Chairman stated that this would help some people within the community. Mr. Hernandez said that was correct, and that it was basically for

the people that have flood insurance. The Chairman said that they would be able to provide them some type of document.

The Public Hearing was opened. Upon hearing and seeing none, the Public Hearing was closed.

The Chairman asked if there was a motion.

Cmr. Perez commented on the wording and said he sent Staff a couple of things. Ms. Núñez confirmed that Staff would make the corrections. Cmr. Perez said it was just grammatical.

Cmr. Perez made the motion to approve. Cmr. Flores seconded the motion. The Chairman asked if there was any further discussion and upon hearing none moved the motion to a vote. The motion passed unanimously.

**AGENDA ITEM
EXECUTIVE SUMMARY**

96

Meeting Date: **June 4, 2025**

Agenda Item:

Public hearing Consideration for a Special Use Permit (SUP) request to allow an adult business (Tattoo Studio) in a General Retail ("GR") District located at 1706 E. Tyler Avenue, Suites 8 & 9, bearing a legal description of Lot 2, Tyler Place Subdivision. Applicant: Dimas Rivas. Attachment (**Planning & Development**)

Prepared By: Soledad A. Núñez, CNU-A

Title: Interim Planning and Development Director

Signature: *Soledad A. Núñez*

Brief Summary:

Project Timeline

- May 12, 2025 – Application for Special Use Permit ("SUP") submitted to the City. (**ATTACHMENT I**)
- May 13, 2025 – In accordance with State and local law, notice of required public hearings mailed to all property owners within 200 feet of subject tract.
- May 17, 2025 – In accordance with State and local law, notice of required public hearings published in the Valley Morning Star.
- May 28, 2025 - Public hearing and consideration of requested Special use permit by the Planning and Zoning Commission (P&Z).
- June 4, 2025 – Public hearing and consideration of requested SUP via 1st ordinance reading scheduled before the City Commission.
- June 18, 2025 – Pending approval of 1st ordinance reading, consideration of approval of 2nd ordinance reading scheduled before the City Commission.

Summary

- Pursuant to the Code of Ordinances, an "adult business" (tattoo studio) use in a General Retail "GR" District requires the approval of a Special Use Permit (SUP) by the City Commission.
- Dimas Rivas, the applicant, is requesting a special use permit to allow a tattoo studio out of suites 8 and 9, with a combined square footage of 1,100 square feet, located at the existing Workstation Plaza at 1706 E. Tyler Avenue. (**ATTACHMENT II AND III**).
- Based on the site plan and the information submitted by the applicant, the proposed business will operate under the name of "Blood Money Ink." The hours of operation will be from Monday through Saturday from 1:00 p.m. to 9:00p.m. Three parking spaces are required and provided in the common parking area for the plaza which includes a computer business.(**ATTACHMENT III & IV**).
- Surrounding properties are zoned General Retail ("GR") District to the north, east, and west, and Residential, Multi-Family ("M-2") District to the south. The surrounding land uses consist of a parking lot for the Rudy Garza Funeral Home and Tops the Outdoor Power Store to the north, Central Plumbing and Electric to the east, commercial businesses to the west, and a multi-family subdivision to the south. (**ATTACHMENTS V & VI**).
- The City of Harlingen Building Inspections, Health Department, Fire Prevention, and

Police Departments reviewed the SUP application. The Building Inspection, Fire Prevention, and Police Departments reported no objection to the proposed request subject to adhering to the Harlingen Code of Ordinances and procedures administered by each department. **(ATTACHMENTS VII-IX).**

- The applicant must obtain and maintain the proper State permits.
- Presently, the Planning and Zoning Department has not received any objections to the request from surrounding property owners.
- In accordance with the zoning ordinance, the P&Z 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.

Funding (if applicable):

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

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

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

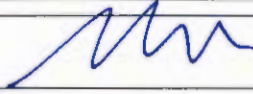
Staff Recommendation:

Staff recommends approval of the request subject to compliance with the following conditions:

1. Obtaining and maintaining the proper State and City permits;
2. Maintaining the required parking in accordance with city regulations;
3. Providing video surveillance with a thirty-day video retention; and
4. Complying with the requirements administered by Planning and Zoning, Building Inspections, Fire Prevention, and Police Departments.

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

Comments:

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

Public hearing and take action to consider a request for a Special Use Permit (SUP) to allow an adult business (Tattoo Studio) in a General Retail (“GR”) District located at 1706 E. Tyler Avenue, Suites 8 & 9, bearing a legal description of Lot 2, Tyler Place Subdivision. Applicant: Dimas Rivas

Assistant Planning and Development Director, Joel Olivo, presented the following information related to the Request for a Special Use Permit, as follows:

- The Legal Notice Map was presented.
- Mr. Olivo explained that the request for a Special Use Permit was to allow a tattoo shop out of an existing eleven hundred (1100) square foot suite located at the Workstation Plaza on Tyler Avenue.
- Mr. Olivo pointed out the location of the Subject property. He said it was on the south side of Tyler Avenue and east of 17th Street.
- An Aerial View of the Subject Property was presented. Mr. Olivo identified that there was a commercial plaza and that basically everything along Tyler [Avenue] was commercial. He said that there were several commercial plazas with the exception of the funeral home directly across the street.
- The Site Plan submitted by the applicant was presented, showing the parking and suite.
- The Floor Plan of the Subject Suite. He said it was an eleven hundred (1100) square foot suite.
- A Street View of the two (2) suites the applicant will be occupying was presented.
- The proposed business will be under the name of “Blood Money Ink” and the hours of operation would be Sunday through Saturday from 1:00 p.m. to 9:00 p.m.
- Three (3) parking spaces are required and are provided in the Subject Area.
- Property owners within a two hundred (200) foot radius were notified. The eleven (11) property owners received notices, and Staff received no objection to the proposed tattoo shop.
- Staff has recommended approval with the condition that they:
 - Comply with the state permits,
 - Comply with the required parking,
 - Provide video surveillance,
 - Maintain the hours of Sunday through Saturday, from 1:00 p.m. to 9:00 p.m., and
 - Comply with the requirements from the appropriate City departments.
- Mr. Olivo made himself available for any questions. He stated that the applicant was present for questions.

Chairman Consiglio asked if there were any questions for Staff.

The Chairman proceeded to ask a question. He asked if they were going to put "Blood Money Ink" on the signage. The applicant responded from his seat. He said it would say "BMI". The Chairman acknowledged the response and remarked that the name was pretty negative. The applicant started to respond. The Chairman confirmed he was the applicant and told him to come forward.

Dimas Rivas, applicant

Mr. Rivas introduced himself as Dimas. He said that the reason why it was called "Blood Money Ink" is because the use ink to tattoo and there is bleeding and that technically they are paying them to make them bleed. The Chairman said he understood. Mr. Rivas said it was going to on as "BMI" but that this was what "BMI" stood for. The Chairman recalled that they had an item with another type of name, and it got denied because of the name. Mr. Rivas reiterated the sign will read "BMI Tattoos". The Chairman said it was just a heads up, a friendly heads up. Mr. Rivas acknowledged this. The Chairman remarked that it blood money. Mr. Rivas told him the Chairman that he was thinking about it a little different. He said that it was "BMI" and that this was what it stood for and that the signs above the door they will put BMI and then the platform to the plaza will say tattoos. The Chairman said he would appreciate that as a fellow citizen.

The Chairman asked if there were any questions for Staff or the applicant. Upon hearing none, the Chairman asked the applicant to remain and indicated he would proceed to the Public Hearing.

The Public Hearing was opened. The Chairman asked if there was anyone that would like to speak on this item. The Chairman noted those presented. The applicant said they were his partners and that they work with him too and were there for support. Mr. Rivas said that this was their career and that this is how they made money for a living to support their families. The Chairman acknowledged what he was saying. Mr. Rivas said that his partners came to show more support, and he said that if they can get approval, that they would greatly appreciate it. The Chairman again acknowledged what was said and closed the Public Hearing.

The Chairman asked about the hours. Ms. Núñez said it was 1 p.m. to 9 p.m. The Chairman asked the applicant if he felt that would suffice. The Chairman explained to him that when you put your hours, they are saying they close at 9 p.m. The applicant explained that they would accept walk-ins until 9 o'clock and that after they were technically closed. He then shared an example of starting a tattoo at 6:00 p.m. and the tattoo taking four (4) hours and so they wouldn't leave until 10:00 p.m. He again discussed not talking walk-ins and shared that if someone came at 9:00 or 9:30 p.m., that they would still be there, but they are closed and no longer accepting walk-ins. He said they would be there until they finished. Ms. Núñez said that in this case, it would be recommending that they extend their hours, saying that it would be okay if they closed earlier. She said that if he were to close later, he would have to amend the Special Use Permit. She said he would be locked in at 9:00 p.m. The Chairman suggested he could go until midnight. The applicant said they could open earlier, say like at 9:00 a.m. to 9:00 p.m. The Chairman again recommended he go until midnight or go to 10:00 p.m. explaining that he can always close at 9:00 p.m. The applicant said he understood and asked if he would have to reapply. He was told they could do that for him now. The applicant said they would open at 1:00 p.m. and then close at midnight. The Chairman then gave him the example of someone wanting

to come in earlier at 10 a.m. and that he wouldn't be able to do that. The Chairman said acknowledged that the applicant wouldn't necessarily do that, but he would just extend the hours and then said that whatever he put on the doors was a different story. The applicant started to say the hours would be from twelve, in the afternoon, until 12:00 midnight. His partners could be heard advising the time of 9:00 a.m. The applicant changed the hours to run from 9:00 a.m. to 12:00 midnight. The Chairman told him he was just looking out for him. The applicant said he greatly appreciated that. The Chairman stated they would amend those hours for him. The applicant confirmed the hours and again said he appreciated the advice.

The Chairman asked if there were any other comments for Staff. Upon hearing none, he asked if there was a motion. Cmr. Canu made the motion to approve. Cmr. Perez seconded the motion. The Chairman asked if there was any further discussion and upon hearing none moved the motion to a vote. The motion passed unanimously. The Chairman wished the applicant good luck. The applicant asked if he had gotten approved. The Chairman said he had with them. The applicant and Ms. Núñez briefly discussed next steps.

**AGENDA ITEM
EXECUTIVE SUMMARY**

9c

Meeting Date: **June 4, 2025**

Agenda Item:

Public hearing for the voluntary annexation of 88.40 acres of land out of a Portion of Blocks 15 and 16 Subdivision "C", located along Kroger Avenue/Lafayette Avenue, west of Chester Park Road. Applicant: Javier Hinojosa c/o William Lewis Youngblood and Jonny Nurdin. Attachment (**Planning & Development**)

Prepared By: Soledad A. Núñez, CNU-A

Title: Interim Planning and Development Director

Signature: *Soledad A. Núñez*

Brief Summary:

Project Timeline

- May 3, 2025 – In accordance with State and local law, notice of required public hearings published in the Valley Morning Star.
- May 14, 2025 – Public hearing to recommend the annexation by the Planning and Zoning Commission.
- May 21, 2025 – Public hearing and consideration of annexation by the City Commission via First Ordinance Reading.
- June 4, 2025 – Public hearing and consideration of annexation ordinance by the City Commission via Second and final reading.

Summary

- The owner of the property has requested the voluntary annexation of 88.40 acres of land (**Attachment I**). The property has frontage along Kroger & Lafayette Avenues and is contiguous to the city limits via the north side of the property. (**Attachment V**).
- The property owner is proposing a Planned Development subdivision on the property and finds it beneficial for the property to be within the city limits to process building permits. With the rezoning to Planned Development ("PD") District, a single-family subdivision will be developed.
- Water and sewer for this property is provided by HWWS.
- The developer will be processing a subdivision for single family homes after the annexation process is completed. During the rezoning process legal notices will be mailed to all property owners within 200 feet of the subject property. The legal notices will be mailed to the property owners within the city limits only.
- The subject annexation will require three public hearings and two readings of the ordinance. The above timeline delineates the annexation process.
- In 2025, the city has annexed 482.47 acres, so far. In 2024 the city annexed a total of 103.94 acres. In 2023 the city annexed 19.94 acres. In 2022 the city

annexed 71.1 acres. In 2021 the city annexed 1.47 acres.

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:

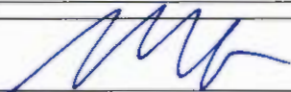
Finance Director's approval: ☐ Yes ☐ No ☐ N/A

Staff Recommendation:

Staff recommends approval.

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

Comments:

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

**AGENDA ITEM
EXECUTIVE SUMMARY**

102

Meeting Date: **June 4, 2025**

Agenda Item:

Consideration and possible action to approve an ordinance amending the City of Harlingen Code of Ordinances Chapter 105, Article II, Section 16, Definitions, by adding definitions pertaining to repetitive loss and increased cost compliance, modifying the substantial damage and substantial improvement definitions and adding Section 105-64 pertaining to repetitive losses, of the Harlingen Code of Ordinances. Applicant: City of Harlingen. Attachment (**Planning & Development**)

Prepared By: Soledad A. Núñez, CNU-A

Title: Interim Planning and Development Director

Signature: *Soledad A. Núñez*

Brief Summary:

Project Timeline

- May 17, 2025 – In accordance with State and local law, notice of the required public hearing was published in the Valley Morning Star.
- May 28, 2025 – Public hearing and consideration of the requested ordinance amendments by the Planning and Zoning Commission (P&Z)
- June 4, 2025– Public hearing and consideration of requested ordinance amendments via 1st ordinance reading scheduled before the City Commission.
- June 18, 2025 – Pending approval of 1st ordinance reading, consideration of approval of 2nd ordinance reading scheduled before the City Commission.

Summary

- Ordinance Section 105, Flood Damage Prevention, requires updating to better assist individuals who were impacted by the storms/flooding of March 2025.
- A summary of the recommended changes are shown in **ATTACHMENT I**.

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 to the proposed amendments to Chapter 105 of the City of Harlingen Code of Ordinances.

City Manager's approval: *[Signature]* ☒ Yes ☐ No ☐ N/A

Comments:

City Attorney's approval: *[Signature]* ☒ Yes ☐ No ☐ N/A

Attachment I

Functionally dependent use means a use, which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term "functionally dependent use" includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

Highest adjacent grade means the highest natural elevation of ground surface prior to construction next to the proposed walls of a structure.

Historic structure means any structure that is:

- (1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- (2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the secretary to qualify as a registered historic district;
- (3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
- (4) Individually listed on a local inventory or historic places in communities with historic preservation programs that have been certified either:
 - a. By an approved state program as determined by the Secretary of the Interior or;
 - b. Directly by the Secretary of the Interior in states without approved programs.

Increased cost of Compliance (ICC) is a benefit under the National Flood Insurance Program (NFIP) that helps cover the costs of complying with building codes and regulations after a flood, particularly if a structure is deemed "substantially damaged" or a "repetitive loss." ICC can provide up to \$30,000 to offset expenses like elevating, relocating, demolishing, or floodproofing a building.

Levee means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

Levee system means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

Lowest floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of Section 60.3 of the National Flood Insurance Program regulations.

Manufactured home means a structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Mean sea level means, for purposes of the National Flood Insurance Program, the North American Vertical Datum (NAVD) of 1988 or other datum, to which base flood elevations shown on a community's flood insurance rate map are referenced.

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(Supp. No. 14)

Attachment I

Moderate flood hazard areas are areas between the limits of the base flood and the 0.2-percent-annual-chance (or 500-year) flood. They are shown on flood maps as zones labeled with the letters B or X (shaded).

New construction means, for the purpose of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

New manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

No adverse impact floodplain management means providing appropriate regulatory oversight that the action of one property owner or community does not adversely affect the flood risks for other properties or communities as measured by increased flood stages, increased flood velocity, increased flows, or the increased potential for erosion and sedimentation, or any other impact deemed important by the City of Harlingen, unless the impact is mitigated as provided for in a community or watershed-based plan.

Recreational vehicle means a vehicle which is (i) built on a single chassis; (ii) 400 square feet or less when measured at the largest horizontal projections; (iii) designed to be self-propelled or permanently towable by a light duty truck; and (iv) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Regulatory floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. The floodway is congruent with the regulatory 1% annual chance floodplain in the city.

Repetitive Loss means flood-related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

Riverine means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

Special flood hazard area, see area of special flood hazard.

Start of construction means, for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348)), includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The "actual start" means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building. The start of construction period is valid for 180 days, provided, however, that the duly designated building official may extend the start of construction period of an additional 180-day period pursuant to the city's Code.

Attachment I

Structure means, for floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. The term includes buildings that are determined to be Repetitive Loss (see definition).

Substantial improvement means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the damage occurred. For the purposes of this definition, an improvement occurs when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the building. This term includes structures, which have incurred "repetitive loss" or "substantial damage", regardless of the actual repair work done. The term does not apply to:

- (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local Code Enforcement Official and which are the minimum necessary to assure safe living conditions or
- (2) Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure."

Variance means a grant of relief from the requirements of chapter 105 when specific enforcement would result in unnecessary hardship. A variance, therefore, permits construction or development in a manner otherwise prohibited by this chapter. (For full requirements see Section 60.6 of the National Flood Insurance Program regulations.)

Violation means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in 44 CFR Section 60.3 (Flood plain management criteria for flood-prone areas) is presumed to be in violation until such time as that documentation is provided.

Water surface elevation means the height, in relation to the North American Vertical Datum (NAVD) of 1988 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

(Ord. No. 2023-24, § II, 7-5-2023)

Secs. 105-17—105-20. Reserved.

Sec. 105-61. Severability.

If any section, clause, sentence, or phrase of this chapter is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this chapter.

(Ord. No. 2023-24, § II, 7-5-2023)

Sec. 105-62. Penalties for non compliance.

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this chapter and other applicable regulations. Violation of the provisions of this chapter by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor. Any person who violates this chapter or fails to comply with any of its requirements shall upon conviction thereof be fined not more than \$500.00 for each violation, and in addition shall pay all costs and expenses involved in the case. Nothing herein contained shall prevent the city from taking such other lawful action as is necessary to prevent or remedy any violation.

(Ord. No. 2023-24, § II, 7-5-2023)

Sec. 105-63. Stop work order, emergencies.

Upon notice from the floodplain administrator that work on any building, structure, dike, bridge or any improvement which would affect water drainage is being done contrary to the provisions of this chapter, or in a dangerous or unsafe manner, such work shall be immediately stopped. Such notice shall be in writing and shall be given to the owner of the property or to his agent, or to the person doing the work, and shall state the conditions under which work may be resumed. Where an emergency exists, no written notice shall be required to be given by the floodplain administrator; provided however, written notice shall follow within 24 hours from the time oral notice to stop was issued.

(Ord. No. 2023-24, § II, 7-5-2023)

Sec. 105-64. Repetitive Losses

A building (home or business), if insured through the National Flood Insurance Program, is eligible for an ICC payment when the City's Floodplain Administrator determines that the building is repetitively damaged as a result of floods within a 10-year period (see *Repetitive Loss* definition). To make this determination, there must be two claims filed in a 10-year period and the claims' average must equal or exceed 25% of the building's market value.

ORDINANCE 25 -

AN ORDINANCE OF THE CITY OF HARLINGEN AMENDING THE CODE OF ORDINANCES, CHAPTER 105, "FLOOD DAMAGE PREVENTION" BY ADDING DEFINITIONS PERTAINING TO REPETITIVE LOSS AND INCREASED COST COMPLIANCE, MODIFYING THE SUBSTANTIAL DAMAGE AND SUBSTANTIAL IMPROVEMENT DEFINITIONS AND ADDING SECTION 106-64 PERTAINING TO REPETITIVE LOSSES, PROVIDING FOR A REPEALER AND SEVERABILITY CLAUSES.

WHEREAS, the City of Harlingen, a home-rule city of the State of Texas, may adopt and enforce ordinances necessary to protect health, life, property and the general welfare of the City and its residents and visitors; and

WHEREAS, the City Commission of the City of Harlingen finds it in the City's best interest to amend the flood damage prevention standards for all new residential, commercial and industrial development proposed for development within the city limits or extraterritorial jurisdiction of the City of Harlingen; and

WHEREAS, having updated flood damage prevention standards will help ensure the City only accepts development less likely to be affected by a major storm event; and

WHEREAS, amending these standards will further promote the aims of the City in protecting and maintaining a safe, healthy quality of life for its residents and visitors;

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

SECTION I: The City of Harlingen Code of Ordinances, Chapter 105, Flood Damage Prevention, Article II, Definitions, Section 105-16 Definitions, is hereby amended and Chapter 105, Article V, Provisions for Flood Hazard Reduction, Section 105-64 is created by adding the language underlined (added) to read in full as follows:

SECTION II

Chapter 105, Flood Damage Prevention, of the Code of Ordinances of the City of Harlingen, Texas is hereby amended.

ARTICLE II. DEFINITIONS

Sec. 105-16. Definitions

Unless specifically defined below, words or phrases used in this chapter shall be interpreted to give them the meaning they have in common usage and to give this chapter its most reasonable application.

1% annual chance floodplain (also known as a *100-year floodplain*) is the land within a community subject to a one percent or greater chance of flooding in any given

year. These areas are typically designated as a Federal Emergency Management Agency (FEMA) Zone A, AE, AH, or AO on FEMA flood insurance rate maps (FIRM Panels). This area includes inundated areas shown in base level engineering analyses for the 1% annual chance storm event.

Alluvial fan flooding means flooding occurring on the surface of an alluvial fan or similar landform which originates at the apex and is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition; and unpredictable flow paths.

Apex means a point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

Appeal means a request for a review of the floodplain administrator's interpretation of any provision of this chapter or a request for a variance.

Appurtenant structure means a structure which is on the same parcel of property as the principal structure to be insured and the use of which is incidental to the use of the principal structure

Area of future conditions flood hazard (area of future flood conditions) means the land area that would be inundated by the one-percent annual chance (100-year) flood based on future conditions hydrology.

Area of shallow flooding means a designated AO, AH, AR/AO, AR/AH, or VO zone on a community's flood insurance rate map (FIRM), or inundated areas shown in base level engineering assessments, with a one-percent (1%) or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of special flood hazard is the land in the floodplain within a community subject to a one percent (1%) or greater chance of flooding in any given year. The area may be designated as zone A on the flood hazard boundary map (FHBM). After detailed rate making has been completed in preparation for publication of the FIRM, zone A usually is refined into zones A, AO, AH, A1-30, AE, A99, AR, AR/A1-30, AR/AE, AR/AO, AR/AH, AR/A, VO, V1-30, VE or V. The area may also include inundated areas shown in base level engineering analyses for the 1% annual chance storm event.

Base flood means the flood having a one-percent (1%) chance of being equaled or exceeded in any given year.

Base flood elevation (BFE) means the elevation shown on the flood insurance rate map (FIRM) and found in the accompanying flood insurance study (FIS) for Zones A, AE, AH, A1-A30, AR, V1-V30, or VE that indicates the water surface elevation resulting from the flood that has a one-percent (1%) chance of equaling or exceeding that level in any given year - also called the "base flood."

Base level engineering (BLE) means an automated riverine hydrologic and hydraulic modeling approach that provides flood risk data that meet the technical mapping standards outlined in federal insurance and Mitigation Administration Policy 204-078-1 Standards for Flood Risk Analysis and Mapping. Base level engineering includes estimated floodplain extents (10%, 1%, and 0.2% annual chance storm events), water surface elevation grids (1% and 0.2% annual chance storm events), and

flood depth grids (1%, and 0.2% annual chance storm events). Base level engineering reference can be accessed at <https://webapps.usgs.gov/infrm/estBFE/>.

Basement means any area of the building having its floor subgrade (below ground level) on all sides.

Breakaway wall means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

Critical feature means an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

Critical facilities means facilities that materially affect the public health and welfare. Such facilities include, but are not limited to:

- (1) Hospitals, nursing homes, blood banks, health care facilities including those storing vital medical records, and housing likely to contain occupants who may not be sufficiently mobile to avoid death or injury during a flood;
- (2) Police stations, fire stations, vehicle and equipment storage facilities, and emergency operations centers that are needed for flood response activities before, during, and after a flood;
- (3) Public and private utility facilities that are vital to maintaining or restoring normal services to flooded areas before, during and after a flood;
- (4) Structures or facilities that produce, use, treat, store or dispose highly volatile, flammable, explosive, toxic, and/or water-reactive materials; and
- (5) Drinking water plants and facilities, and wastewater treatment plants and facilities.

Compensatory storage or floodplain mitigation means an artificially excavated, hydraulically equivalent volume of storage within the special or moderate flood hazard area used to balance the loss of natural flood storage capacity when artificial fill or structures are placed within the area of flood hazard.

Development means any man-made change to improved and unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

Elevated building means, for insurance purposes, a non-basement building, which has its lowest elevated floor, raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

Existing construction means for the purposes of determining rates, structures for which the start of construction commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures."

Existing manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

Expansion to an existing manufactured home park or subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Extra-territorial jurisdiction (not limited-purpose annexation) means the area extending five miles outside the City of Harlingen corporate limits. All development in the ETJ within an area of special flood hazard is subject to this article.

FEMA means the Federal Emergency Management Agency.

Fill means the placement of earth or other solid material above the natural ground surface elevation prior to or during construction.

Flood or flooding means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) The overflow of inland or tidal waters.
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood elevation study means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

Flood insurance rate map (FIRM) means an official map of a community, on which the Federal Emergency Management Agency has delineated both the special flood hazard areas and the risk premium zones applicable to the community.

Flood insurance study (FIS) is an official report provided by the Federal Emergency Management Agency. The report contains flood profiles, water surface elevation or the base flood, as well as the flood boundary map. Also see flood elevation study.

Floodplain or flood-prone area means any land area susceptible to being inundated by water from any source (see definition of flooding). The 1% annual chance floodplain is also known as the area of special flood hazard. Also see regulatory floodplain.

Floodplain management means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

Floodplain management regulations means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

Flood-prone area means any land area susceptible to being inundated by water from any source (see definition of flooding).

Flood protection system means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the area within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs,

levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

Floodproofing means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

Floodway, see "regulatory floodway."

Freeboard, see "elevated building."

Functionally dependent use means a use, which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term "functionally dependent use" includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

Highest adjacent grade means the highest natural elevation of ground surface prior to construction next to the proposed walls of a structure.

Historic structure means any structure that is:

- (1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- (2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the secretary to qualify as a registered historic district;
- (3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
- (4) Individually listed on a local inventory or historic places in communities with historic preservation programs that have been certified either:
 - a. By an approved state program as determined by the Secretary of the Interior or;
 - b. Directly by the Secretary of the Interior in states without approved programs.

Increased cost of Compliance (ICC) is a benefit under the National Flood Insurance Program (NFIP) that helps cover the costs of complying with building codes and regulations after a flood, particularly if a structure is deemed "substantially damaged" or a "repetitive loss." ICC can provide up to \$30,000 to offset expenses like elevating, relocating, demolishing, or floodproofing a building.

Levee means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

Levee system means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

Lowest floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of Section 60.3 of the National Flood Insurance Program regulations.

Manufactured home means a structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Mean sea level means, for purposes of the National Flood Insurance Program, the North American Vertical Datum (NAVD) of 1988 or other datum, to which base flood elevations shown on a community's flood insurance rate map are referenced.

Moderate flood hazard areas are areas between the limits of the base flood and the 0.2-percent-annual-chance (or 500-year) flood. They are shown on flood maps as zones labeled with the letters B or X (shaded).

New construction means, for the purpose of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

New manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

No adverse impact floodplain management means providing appropriate regulatory oversight that the action of one property owner or community does not adversely affect the flood risks for other properties or communities as measured by increased flood stages, increased flood velocity, increased flows, or the increased potential for erosion and sedimentation, or any other impact deemed important by the City of Harlingen, unless the impact is mitigated as provided for in a community or watershed-based plan.

Recreational vehicle means a vehicle which is (i) built on a single chassis; (ii) 400 square feet or less when measured at the largest horizontal projections; (iii) designed to be self-propelled or permanently towable by a light duty truck; and (iv) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Regulatory floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. The floodway is congruent with the regulatory 1% annual chance floodplain in the city.

Repetitive Loss means flood-related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

Riverine means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

Special flood hazard area, see area of special flood hazard.

Start of construction means, for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348)), includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The "actual start" means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building. The start of construction period is valid for 180 days, provided, however, that the duly designated building official may extend the start of construction period of an additional 180-day period pursuant to the city's Code.

Structure means, for floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

The term includes buildings that are determined to be Repetitive Loss (see definition).

Substantial improvement means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the damage occurred. For the purposes of this definition, an improvement occurs when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the building. This term includes structures, which have incurred "repetitive loss" or "substantial damage", regardless of the actual repair work done. The term does not apply to:

- (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been

identified by the local Code Enforcement Official and which are the minimum necessary to assure safe living conditions or

- (2) Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure."

Variance means a grant of relief from the requirements of chapter 105 when specific enforcement would result in unnecessary hardship. A variance, therefore, permits construction or development in a manner otherwise prohibited by this chapter. (For full requirements see Section 60.6 of the National Flood Insurance Program regulations.)

Violation means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in 44 CFR Section 60.3 (Flood plain management criteria for flood-prone areas) is presumed to be in violation until such time as that documentation is provided.

Water surface elevation means the height, in relation to the North American Vertical Datum (NAVD) of 1988 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

(Ord. No. 2023-24, § II, 7-5-2023)

ARTICLE V. PROVISIONS FOR FLOOD HAZARD REDUCTION

Sec. 105-64. Repetitive Losses

A building (home or business), if insured through the National Flood Insurance Program, is eligible for an ICC payment when the City's Floodplain Administrator determines that the building is repetitively damaged as a result of floods within a 10-year period (see *Repetitive Loss* definition). To make this determination, there must be two claims filed in a 10-year period and the claims' average must equal or exceed 25% of the building's market value.

SECTION III: CUMULATIVE/REPEALER CLAUSE

This ordinance shall be cumulative of all provisions of state or federal law and other ordinances of the City of Harlingen, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION IV: SEVERABILITY CLAUSE

It is hereby declared to be the intention of the City Commission that the phrases, clauses, sentences, paragraphs and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by a valid judgement or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Commission without the incorporation of this Ordinance of any such unconstitutionality phrase, clause, sentence, paragraph or section.

SECTION V: 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 ____ day of _____, 2025, 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, TEXAS

Norma Sepulveda, Mayor

Hermelinda Gonzales, Interim City Secretary

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**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **June 4, 2025**

Agenda Item:

Consideration and possible action to approve an ordinance on first reading for a Special Use Permit (SUP) request to allow an adult business (Tattoo Studio) in a General Retail ("GR") District located at 1706 E. Tyler Avenue, Suites 8 & 9, bearing a legal description of Lot 2, Tyler Place Subdivision. Applicant: Dimas Rivas. Attachment (**Planning & Development**)

Prepared By: Soledad A. Núñez, CNU-A

Title: Interim Planning and Development Director

Signature: *Soledad A. Núñez*

Brief Summary:

Project Timeline

- May 12, 2025 – Application for Special Use Permit ("SUP") submitted to the City. (**ATTACHMENT I**)
- May 13, 2025 – In accordance with State and local law, notice of required public hearings mailed to all property owners within 200 feet of subject tract.
- May 17, 2025 – In accordance with State and local law, notice of required public hearings published in the Valley Morning Star.
- May 28, 2025 - Public hearing and consideration of requested Special use permit by the Planning and Zoning Commission (P&Z).
- June 4, 2025 – Public hearing and consideration of requested SUP via 1st ordinance reading scheduled before the City Commission.
- June 18, 2025 – Pending approval of 1st ordinance reading, consideration of approval of 2nd ordinance reading scheduled before the City Commission.

Summary

- Pursuant to the Code of Ordinances, an "adult business" (tattoo studio) use in a General Retail "GR" District requires the approval of a Special Use Permit (SUP) by the City Commission.
- Dimas Rivas, the applicant, is requesting a special use permit to allow a tattoo studio out of suites 8 and 9, with a combined square footage of 1,100 square feet, located at the existing Workstation Plaza at 1706 E. Tyler Avenue. (**ATTACHMENT II AND III**).
- Based on the site plan and the information submitted by the applicant, the proposed business will operate under the name of "Blood Money Ink." The hours of operation will be from Monday through Saturday from 1:00 p.m. to 9:00p.m. Three parking spaces are required and provided in the common parking area for the plaza which includes a computer business.(**ATTACHMENT III & IV**).
- Surrounding properties are zoned General Retail ("GR") District to the north, east, and west, and Residential, Multi-Family ("M-2") District to the south. The surrounding land uses consist of a parking lot for the Rudy Garza Funeral Home and Tops the Outdoor Power Store to the north, Central Plumbing and Electric to the east, commercial businesses to the west, and a multi-family subdivision to the south. (**ATTACHMENTS V & VI**).

- The City of Harlingen Building Inspections, Health Department, Fire Prevention, and Police Departments reviewed the SUP application. The Building Inspection, Fire Prevention, and Police Departments reported no objection to the proposed request subject to adhering to the Harlingen Code of Ordinances and procedures administered by each department. (ATTACHMENTS VII-IX).
- The applicant must obtain and maintain the proper State permits.
- Presently, the Planning and Zoning Department has not received any objections to the request from surrounding property owners.
- In accordance with the zoning ordinance, the P&Z 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.

Funding (if applicable):

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

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

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

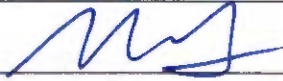
Staff Recommendation:

Staff recommends approval of the request subject to compliance with the following conditions:

1. Obtaining and maintaining the proper State and City permits;
2. Maintaining the required parking in accordance with city regulations;
3. Providing video surveillance with a thirty-day video retention; and
4. Complying with the requirements administered by Planning and Zoning, Building Inspections, Fire Prevention, and Police Departments.

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

Comments:

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

Attachment I

CITY OF HARLINGEN PLANNING AND ZONING DIVISION MASTER APPLICATION

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address 1706 E Tyler ^{Suite 8+9} Nearest Intersection E Tyler and S. 17th St.
(Proposed) Subdivision Name Harlingen, TX 78580 Lot _____ Block _____
Existing Zoning Designation Commercial Future Land Use Plan Designation _____

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent Dimas Rivas Phone 956-970-2702 FAX _____
Email Address (for project correspondence only): dimas.jc1212@gmail.com
Mailing Address 22151 Hand Rd. City Harlingen State Tx. Zip 78552
Property Owner Thomas Thomas Jr / Mitch Thomas Phone 956-535-0942 FAX _____
Email Address (for project correspondence only): thomasrpa@gte.net
Mailing Address PO Box 595 City Raymondville State TX Zip 78580

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

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

Please provide a basic description of the proposed project: Tattoo Studio
"Blood Money Ink" open 1pm - 9pm

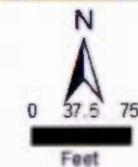
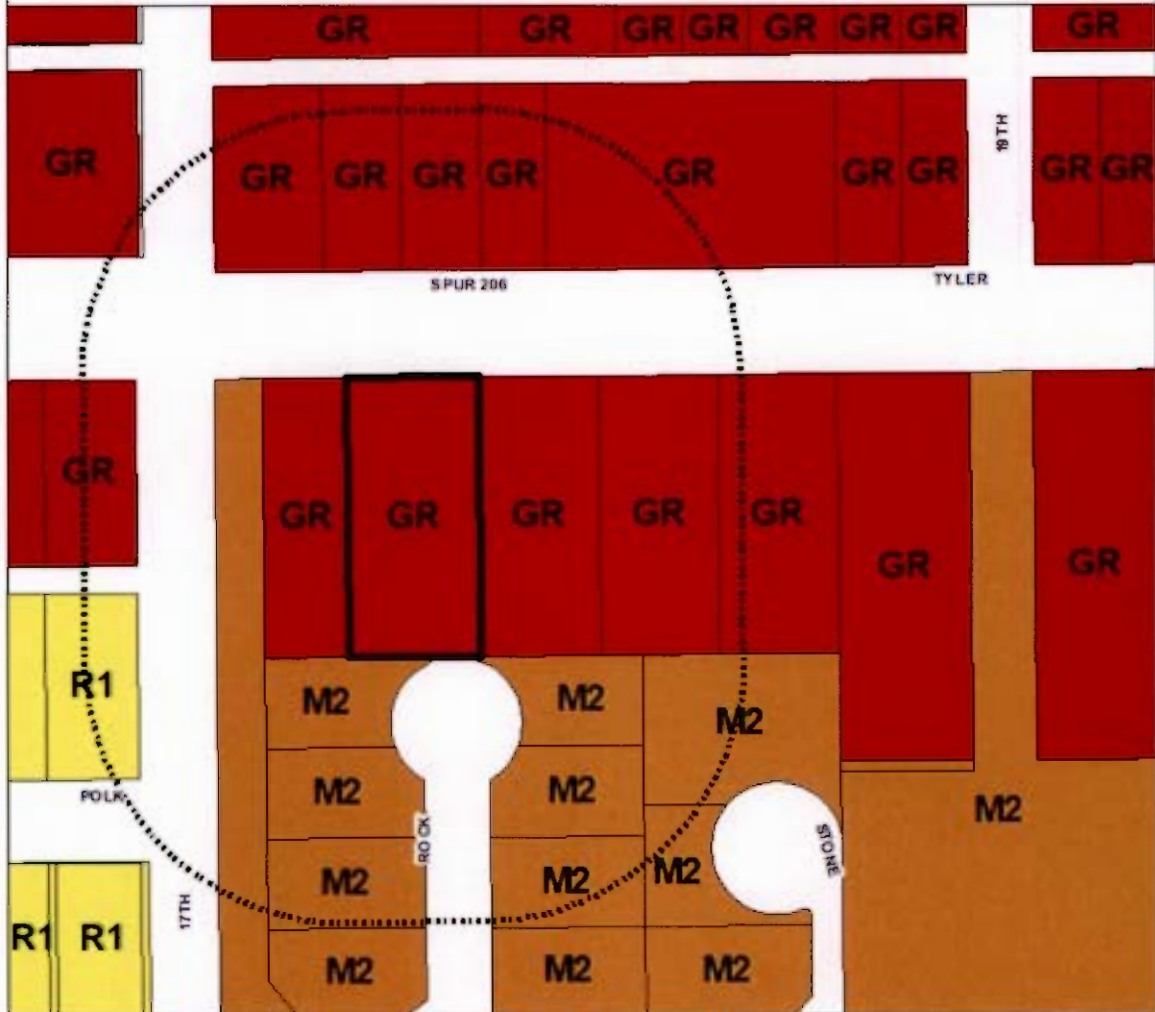
I hereby certify that I am the owner and/or duly authorized agent of the owner for the purposes of this application. I further certify that I have read and examined this application and know the same to be true and correct. If any of the information provided on this application is incorrect the permit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

Applicant's Signature: Dimas Rivas Date: 5/09/25
Property Owner(s) Signature: Mee Date: 5/9/25
Accepted by: _____ Date: _____

Attachment II



Request for a Special Use Permit (SUP) to allow an adult business (Tattoo Studio) in a General Retail ("GR") District located at 1706 E. Tyler Avenue, bearing a legal description of Lot 2, Tyler Place Subdivision. Applicant: Dimas Rivas



Boundary lines

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

Zoning Designations

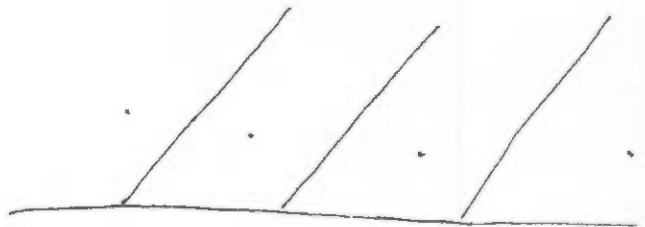
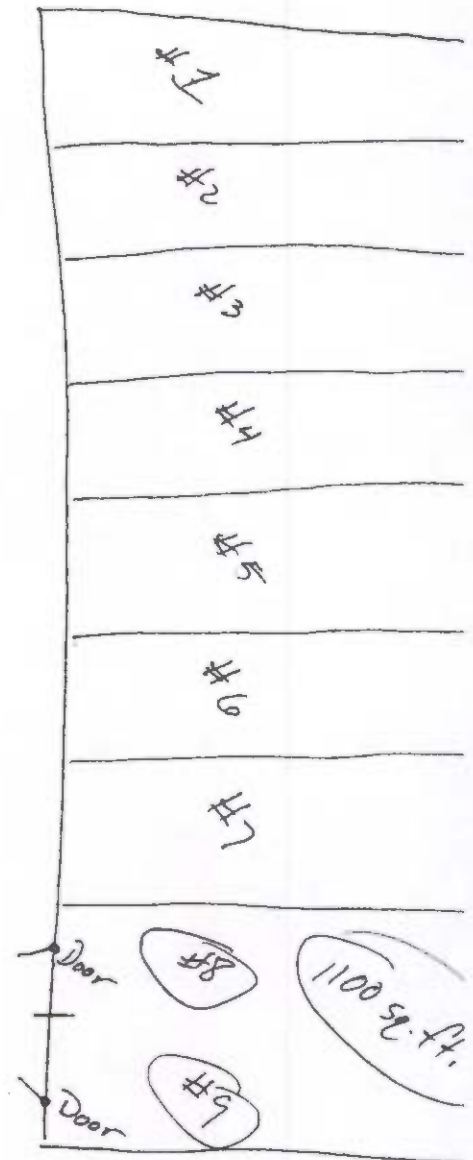
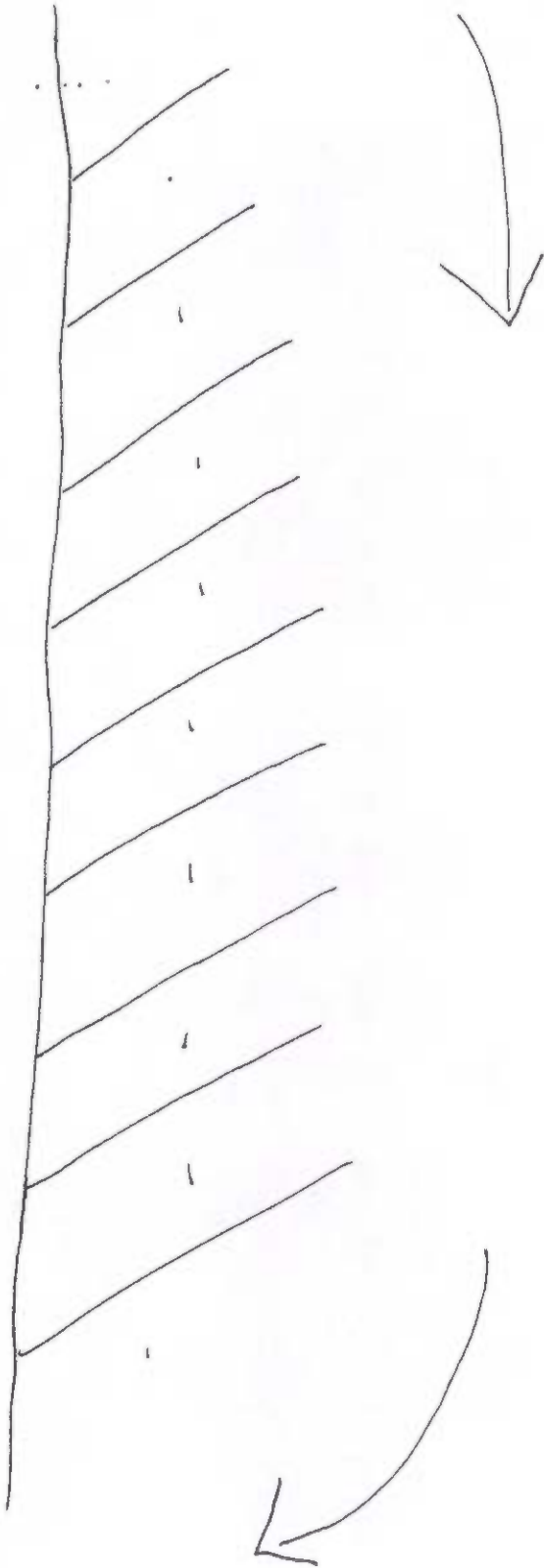
- | | | |
|---|--|--|
| General Retail (GR) | Multi Family Residential (M2) | Office (O) |
| Heavy Industry (HI) | Mobile Home Residential (MH) | Planned Development (PD) |
| Light Industry (LI) | Not-Designated (N) | Single Family Residential (R1) |
| 3/4 Plex Residential (M1) | Neighborhood Services (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 05.12.2025

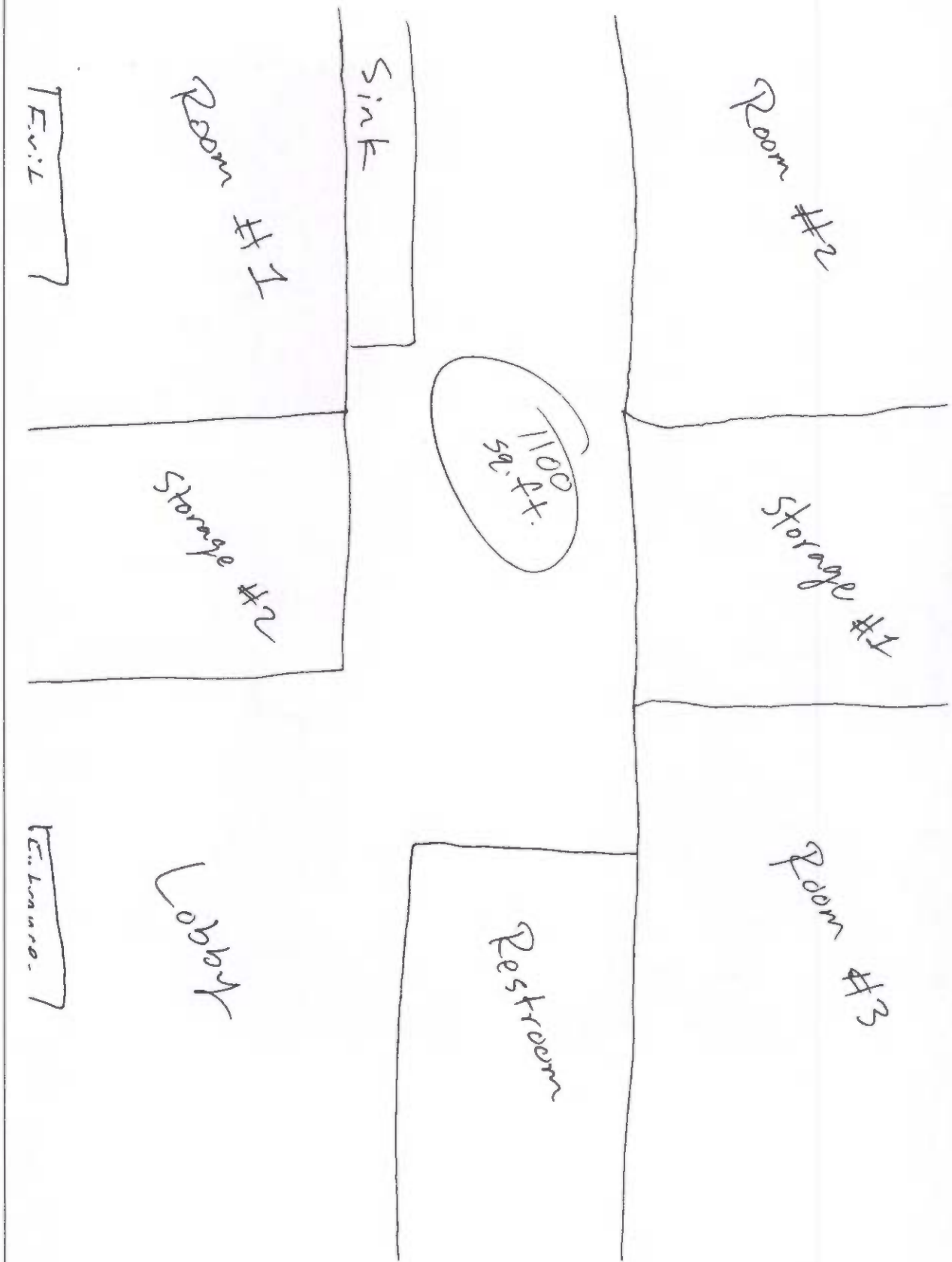
Attachment III



Attachment IV



Attachment IV



Attachment V





Specific Use Permit ("SUP") Routing Slip

Applicant: Dimas Rivas

Phone No.: (956) 970-2702

Location: 1706 E. Tyler Avenue, Suites 8-9

Project Description: Request for a Special Use Permit (SUP) to allow an adult business (Tattoo Studio) in a General Retail ("GR") District located at 1706 E. Tyler Avenue, Suites 8-9, bearing a legal description of Lot 2, Tyler Place Subdivision. Applicant: Dimas Rivas

Department: Building Permits and Inspections Department

Approval: ☐ YES ☐ NO ☒ PENDING

Comments:

If request is approved by the Planning Department, A Building Permit application, a site plan, existing floor plan and proposed floor plan with a code analysis for the proposed use must be submitted to the Building Department. The construction documents must comply with the 2018 International Building Code and Family of Codes. The city commission adopted the new 2024 family of codes which will take effect on October 1, 2025. Any building permit applications received after that date will have to follow the new codes.

Raul Rodriguez

Signature

05/21/2025

Date



Specific Use Permit ("SUP") Routing Slip

Applicant: Dimas Rivas

Phone No.: (956) 970-2702

Location: 1706 E Tyler Ave, Suites 8-9

Project Description: Request for a Special Use Permit (SUP) to allow an adult business (Tattoo Studio) in a General Retail ("GR") District located at 1706 E Tyler Ave, Suites 8-9, bearing a legal description of Lot 2, Tyler Place Subdivision, Applicant: Dimas Rivas

Department: Fire Prevention Bureau

Approval: X YES NO

Comments: Applicant will have to meet any code, regulation, ordinance, and standard required for permit.

Fire Marshal Juan Saucedo Jr.

Juan Saucedo Jr

Date: May 20, 2025

Attachment VIII



Specific Use Permit ("SUP") Routing Slip

Applicant: Dimas Rivas

Phone No.: (956) 970-2702

Location: 1706 E. Tyler Avenue, Suites 8-9

Project Description: Request for a Special Use Permit (SUP) to allow an adult business (Tattoo Studio) in a General Retail ("GR") District located at 1706 E. Tyler Avenue, Suites 8-9, bearing a legal description of Lot 2, Tyler Place Subdivision. Applicant: Dimas Rivas

Department: HARLINGEN POLICE DEPT.

Approval: ☒ YES ☐ NO

Comments: *APPROVAL
X PENDING CONTACT WITH APPLICANT.
RECOMMEND A FUNCTIONAL CAMERA SYSTEM.*


Alfredo Alvear, BSCJ, CPM
Interim Chief of Police

5/21/2025

Date

AN ORDINANCE AMENDING THE CODE OF ORDINANCES (ORDINANCE NO. 16-8) OF THE CITY OF HARLINGEN: TO ISSUE A SPECIAL USE PERMIT (SUP) TO ALLOW AN ADULT BUSINESS (TATTOO STUDIO) IN A GENERAL RETAIL ("GR") DISTRICT LOCATED AT 1706 E. TYLER AVENUE, SUITES 8 & 9, BEARING A LEGAL DESCRIPTION OF LOT 2, TYLER PLACE SUBDIVISION.

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

BE IT ORDAINED BY THE CITY OF HARLINGEN

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

Special Use Permit (SUP) to allow a tattoo store in a General Retail ("GR") District located at 1706 E. Tyler Avenue, Suites 8 & 9, bearing a legal description of Lot 2, Tyler Place Subdivision as shown in Exhibits "A," & "B" subject to:

1. Obtaining and maintaining the proper State and City permits;
2. Maintaining the required parking in accordance with city regulations;
3. Provide video surveillance with a thirty-day video retention; and
4. Complying with the requirements administered by Planning and Zoning, Building Inspections, Fire Prevention, and Police Departments

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 _____, 2025 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:

Hermelinda Gonzales, Interim City Secretary

Exhibit "A"



Exhibit "B"



**AGENDA ITEM
EXECUTIVE SUMMARY**

10 C

Meeting Date: **June 4, 2025**

Agenda Item:

Consideration and possible action to approve an ordinance on second and final reading for the voluntary annexation of 88.40 acres of land out of a Portion of Blocks 15 and 16 Subdivision "C", located along Kroger Avenue/Lafayette Avenue, west of Chester Park Road. Applicant: Javier Hinojosa c/o William Lewis Youngblood and Jonny Nurdin. Attachment (**Planning & Development**)

Prepared By: Soledad A. Núñez, CNU-A
Title: Interim Planning and Development Director

Signature: *Soledad A. Núñez*

Brief Summary:

Project Timeline

- May 3, 2025 – In accordance with State and local law, notice of required public hearings published in the Valley Morning Star.
- May 14, 2025 – Public hearing to recommend the annexation by the Planning and Zoning Commission.
- May 21, 2025 – Public hearing and consideration of annexation by the City Commission via First Ordinance Reading.
- June 4, 2025 – Public hearing and consideration of annexation ordinance by the City Commission via Second and final reading.

Summary

- The owner of the property has requested the voluntary annexation of 88.40 acres of land (**Attachment I**). The property has frontage along Kroger & Lafayette Avenues and is contiguous to the city limits via the north side of the property. (**Attachment V**).
- The property owner is proposing a Planned Development subdivision on the property and finds it beneficial for the property to be within the city limits to process building permits. With the rezoning to Planned Development ("PD") District, a single-family subdivision will be developed.
- Water and sewer for this property is provided by HWWS.
- The developer will be processing a subdivision for single family homes after the annexation process is completed. During the rezoning process legal notices will be mailed to all property owners within 200 feet of the subject property. The legal notices will be mailed to the property owners within the city limits only.
- The subject annexation will require three public hearings and two readings of the ordinance. The above timeline delineates the annexation process.
- In 2025, the city has annexed 482.47 acres, so far. In 2024 the city annexed a

total of 103.94 acres. In 2023 the city annexed 19.94 acres. In 2022 the city annexed 71.1 acres. In 2021 the city annexed 1.47 acres.

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:

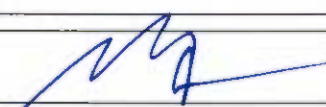
Finance Director's approval: ☐ Yes ☐ No ☐ N/A

Staff Recommendation:

Staff recommends approval.

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

Comments:

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

Attachment I- Letter from the Property Owner

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

416 E. Dove Avenue • McAllen, Texas 78504

Tel: (956) 668-1588

javier@javierhinojosaeng.com

TBPELS FIRM NO. F-1295

May 1, 2025

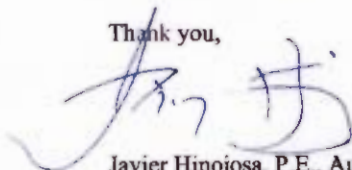
Soledad A Nuñez, CNU-A
Interim Planning and Development Director
City of Harlingen
502 E. Tyler Avenue
Harlingen, Texas 78550

Re: Voluntary Annexation
88.40 Acres out of Block 15 and 16, Harlingen Land and Water Company Subdivision

Dear Ms. Nuñez:

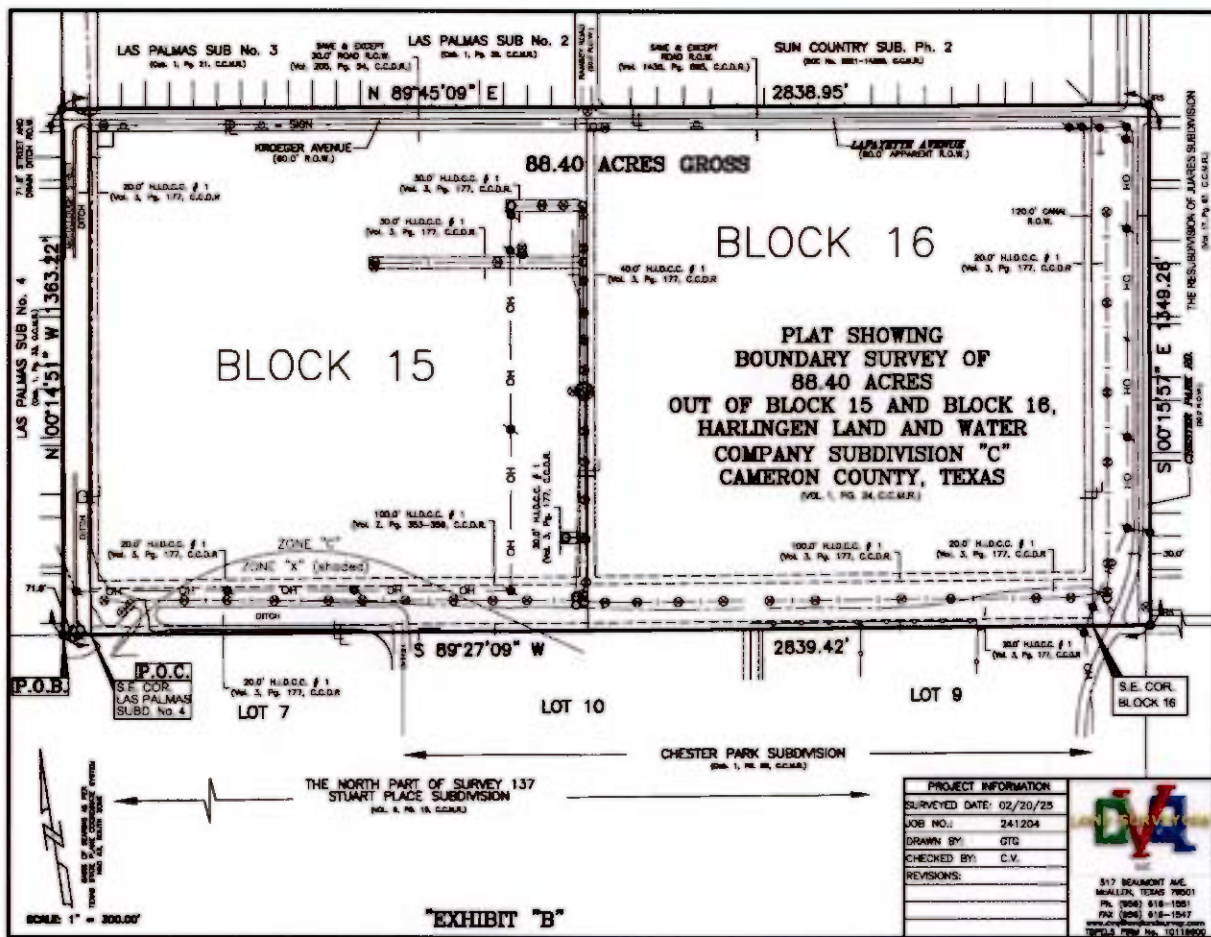
With this letter, we are formally requesting that the 88.40 acre property described by Metes and Bounds and Survey as prepared by our CVQ Land Surveyors, to be annexed into the City of Harlingen. This property is located along the south side of Kroger Avenue/Lafayette Avenue between McCullough Street and Chester Park Road. As part of the annexation agreement for this property, we are requesting that during the subdivision process, no park fees will be required, no widening of perimeter streets or additional right of way and perimeter sidewalks will be required and no impact fees will be imposed for connection to water and sewer facilities.

Thank you,



Javier Hinojosa, P.E., Authorized Agent
For Carlos and Jason Garza, Developers

Attachment II- Property Survey



Attachment III- Metes & Bounds Description

EXHIBIT "A"

**METES AND BOUNDS DESCRIPTION
88.40 ACRES OF LAND
HARLINGEN LAND AND
WATER COMPANY SUBDIVISION
CAMERON COUNTY, TEXAS**



A tract of land containing 88.40 acres of land, situated in Cameron County, Texas, being part or portion of **BLOCK 15 AND 16 HARLINGEN LAND AND WATER COMPANY SUBDIVISION "C"** Cameron County, Texas, map reference Volume 1, Page 24, Map Records, Cameron County, Texas, said 88.40 acres being part or portion of a tract of land deeded to Jonny Nurdin, recorded in Document Number 2022-32812 Deed Records, Cameron County, Texas and said 88.40 acres of land being more particularly described as follows;

COMENNCING on the south line of said Block 15 and the southeast corner of Las Palmas Subdivision No. 4, recorded in Cabinet 1, Page 33, Map Records, Cameron County, Texas, **THENCE S 89° 27' 09" W**, along the South line of said Las Palmas Subdivision No. 4, a distance of 71.80 feet to a point of intersection with the extension of the West right-of-way of McCullough Street for the southwest corner of this tract and the **POINT OF BEGINNING**:

THENCE N 00° 14' 51" W, along the west right-of-way line of said McCullough Street, a distance of 1363.22 feet to the north right-of-way line of Kroger Avenue, for the Northwest corner of this tract;

THENCE N 89° 45' 09" E, along the north right-of-way of said Kroger and the north right-of-way of Lafayette Avenue a distance a distance of 2838.95 feet to a point of intersection with the extended line of the east right-of-way line of Chester Park Road for the northeast corner of this tract

THENCE S 00° 15' 57" E, along the east right-of-way line of said Chester Park Road, a distance of 1349.26 feet, to the south line of The Resubdivision of Juarez Subdivision, recorded in Volume 17, Page 67, C.C.M.R., for the Southeast corner of this tract;

THENCE S 89° 27' 09" W, along the South line of said Resubdivision of Juarez Subdivision and the south line of said Blocks 15 and 16, a distance of 2839.42 feet to the **POINT OF BEGINNING**, containing 88.40 acres of land, more or less.

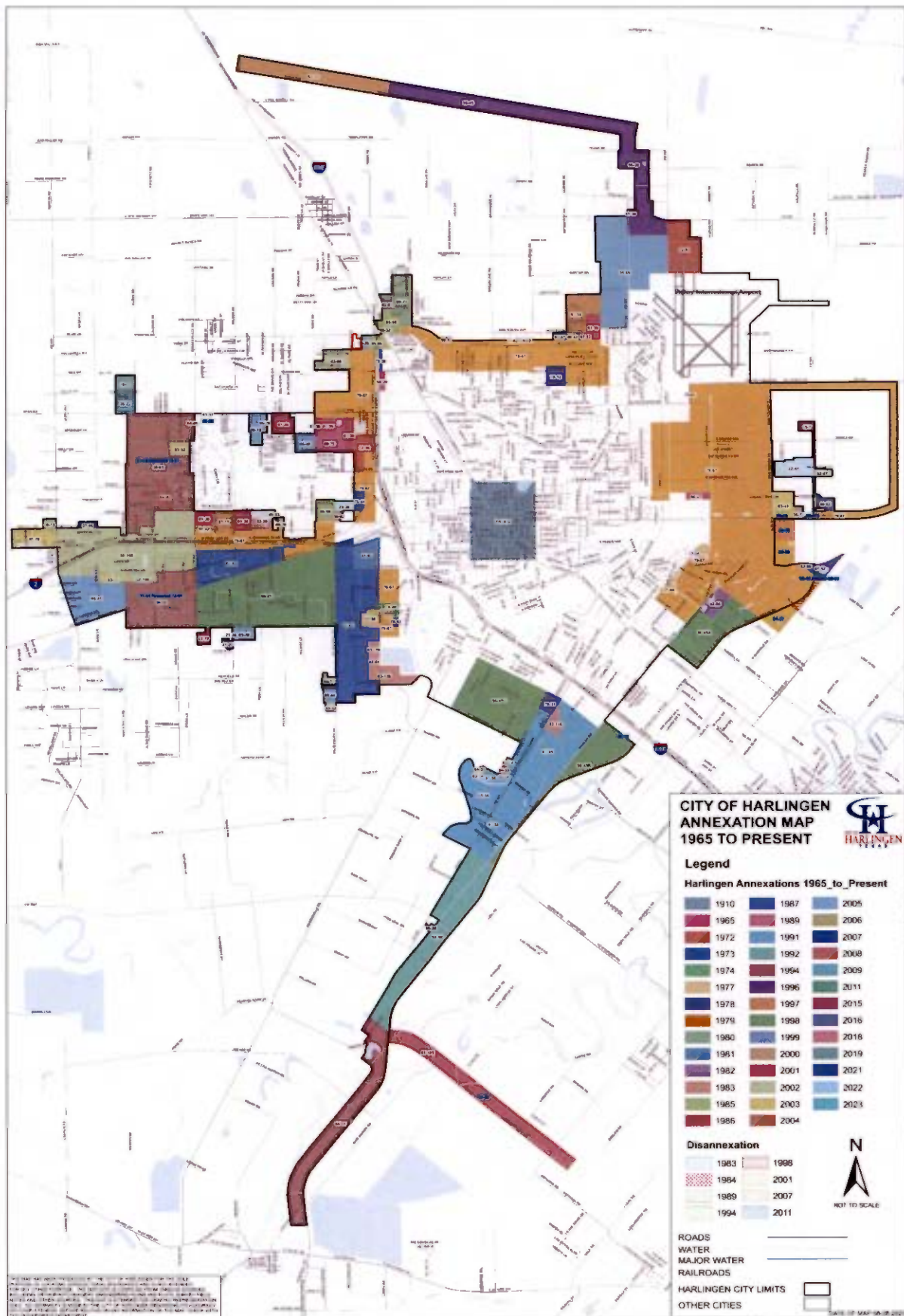
Attachment IV- Aerial with Existing City Limits Line



Attachment V- Zoning Map



Attachment VI- Annexation Map



ORDINANCE NO. 25-_____

AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE CITY OF HARLINGEN BY ANNEXING, FOR FULL PURPOSE 88.40 ACRES OUT OF A PORTION OF BLOCKS 15 & 16, HARLINGEN LAND AND WATER COMPANY SUBDIVISION "C" , LOCATED ALONG THE ALONG THE SOUTH SIDE OF KROGER AVENUE/LAFAYETTE AVENUE, WEST OF CHESTER PARK ROAD; BINDING THE LAND TO ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY; APPROVING AN ANNEXATION SERVICES AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Harlingen, Texas (the "City") desires to annex approximately 88.40 acres of land situated along the along the south side of Kroger Avenue/Lafayette Avenue, legally described as a 88.40 acres of land out of a Portion of Blocks 15 & 16, Harlingen Land and Water Company Subdivision "C" and depicted in Exhibit "A", with the exhibit being attached hereto and incorporated herein by reference (collectively, the "Property"); and

WHEREAS, pursuant to Chapter 43, Section 43.003, of the Texas Local Government Code, a home-rule municipality may extend the boundaries of the municipality and annex area adjacent to the municipality which are contained in the municipality's extra-territorial jurisdiction (ETJ); and

WHEREAS, Chapter 43, Subchapter C-3 of the Texas Local Government Code authorizes municipalities to annex an area on the request of all property owners in an area, whereby the City has received a petition for annexation by the property owner for the tract of land described as depicted in Exhibit "B"; and

WHEREAS, in accordance with Texas Local Government Code, Chapter 43, Subchapter C-3, Section 43.0672, the City has negotiated and entered into a written

agreement dated March 11, 2025, with the owner of the Property regarding the provision of services to the Property upon annexation, of which the applicable annexation services agreement and schedule is attached hereto and incorporated herein as Exhibit "C," and

WHEREAS, the City Commission provided public notice and held public hearings on March 26, April 7, and April 16, 2025, for all interested persons to attend and be heard in accordance with Texas Local Government Code, Chapter 43, Subchapter C-3, § 43.0673; and

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

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

BE IT ORDAINED BY THE CITY OF HARLINGEN:

- Section 1.** The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Commission and made a part hereof for all purposes as findings of fact.
- Section 2.** The Property, lying outside of, but adjacent to and adjoining the City and located within the City's ETJ, is hereby annexed into the City, and the boundaries of the City are extended to include the Property within the corporate limits of the City. From and after the date of this ordinance, the Property shall be entitled to all the rights and privileges of the City and shall be bound by all the acts, ordinances, resolutions, and regulations of the City.
- Section 3.** The City finds annexation of the Property to be in the public interest due the Property promoting economic growth of the City.
- Section 4.** The annexation services agreement attached as Exhibit "C" is approved, and municipal services shall be provided to the Property in accordance therewith.
- Section 5.** The City Manager is hereby authorized and directed to take appropriate action to have the official map of the City revised to reflect the addition to the City's Corporate Limits and the City Secretary is directed to file a certified

copy of this Ordinance in the office of the County Clerk of Cameron County, Texas, and in the official records of the City.

Section 7. If for any reason any section, paragraph, subdivision, clause, phrase, word, or other provision of this ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word, or provision of this ordinance, for it is the definite intent of this Commission that every section, paragraph, subdivision, clause phrase, word, or provision hereof shall be given full force and effect for its purpose.

Section 8. This Ordinance will take effect upon its adoption by the City Commission in accordance with the provisions of Article V, Section 5 of the City Charter.

APPROVED ON FIRST READING on this 21st day of May 2025

APPROVED, PASSED, AND ADOPTED ON SECOND AND FINAL READING on this 4th day of June 2025

CITY OF HARLINGEN

Norma Sepulveda, Mayor

ATTEST:

Hermelinda Gonzales, Interim City Secretary

EXHIBIT "A"

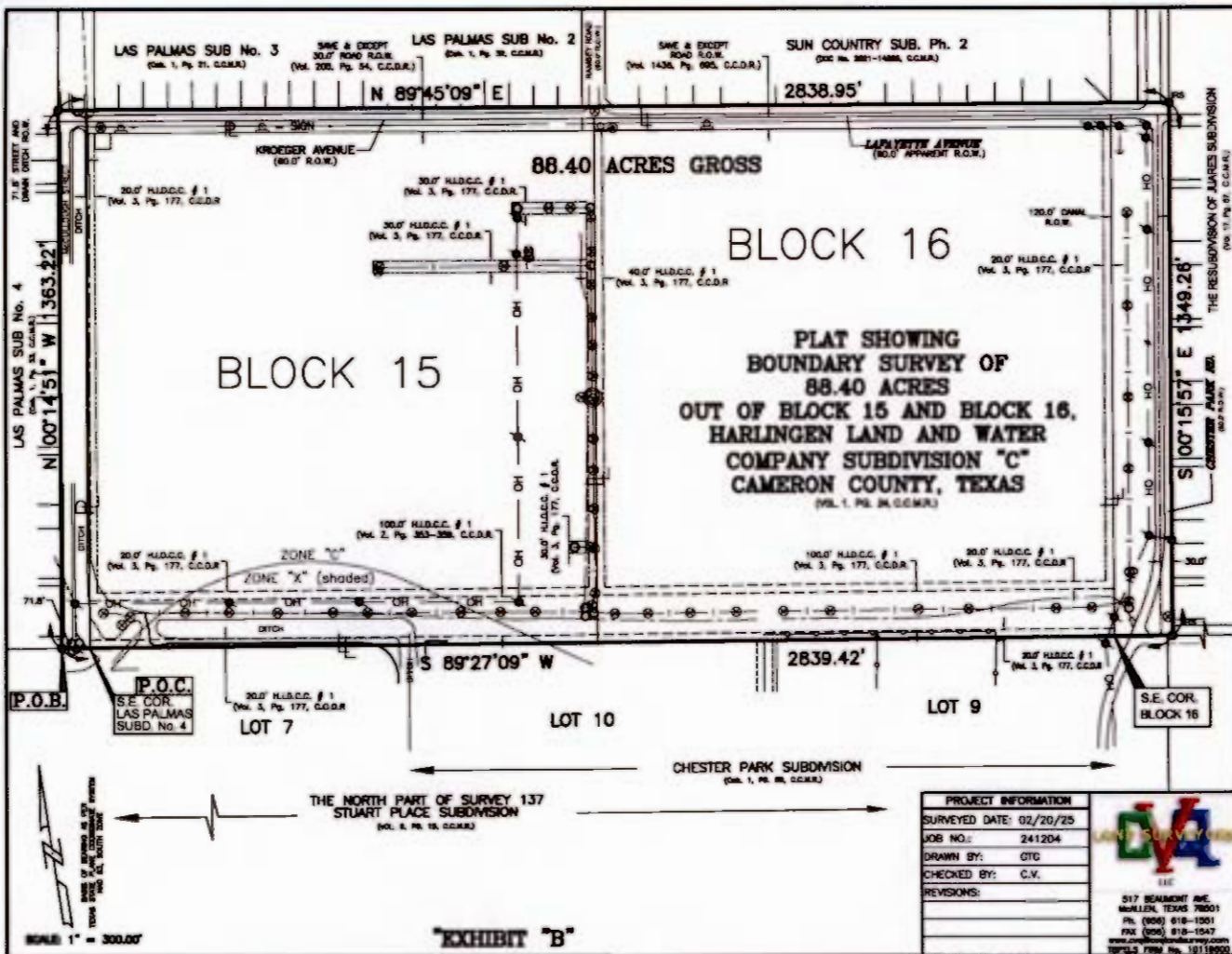


EXHIBIT "A"

EXHIBIT "A"

**METES AND BOUNDS DESCRIPTION
88.40 ACRES OF LAND
HARLINGEN LAND AND
WATER COMPANY SUBDIVISION
CAMERON COUNTY, TEXAS**



A tract of land containing 88.40 acres of land, situated in Cameron County, Texas, being part or portion of **BLOCK 15 AND 16 HARLINGEN LAND AND WATER COMPANY SUBDIVISION "C"** Cameron County, Texas, map reference: Volume 1, Page 24, Map Records, Cameron County, Texas, said 88.40 acres being part or portion of a tract of land deeded to Jonny Nurdin, recorded in Document Number 2022-32812 Deed Records, Cameron County, Texas and said 88.40 acres of land being more particularly described as follows,

COMENNCING on the south line of said Block 15 and the southeast corner of Las Palmas Subdivision No. 4, recorded in Cabinet 1, Page 33, Map Records, Cameron County, Texas, **THENCE S 89° 27' 09" W**, along the South line of said Las Palmas Subdivision No. 4, a distance of 71.80 feet to a point of intersection with the extension of the West right-of-way of McCullough Street for the southwest corner of this tract and the **POINT OF BEGINNING**:

THENCE N 00° 14' 51" W, along the west right-of-way line of said McCullough Street, a distance of 1363.22 feet to the north right-of-way line of Kroger Avenue, for the Northwest corner of this tract,

THENCE N 89° 45' 09" E, along the north right-of-way of said Kroger and the north right-of-way of Lafayette Avenue a distance a distance of 2838.95 feet to a point of intersection with the extended line of the east right-of-way line of Chester Park Road for the northeast corner of this tract

THENCE S 00° 15' 57" E, along the east right-of-way line of said Chester Park Road, a distance of 1349.26 feet, to the south line of The Resubdivision of Juarez Subdivision, recorded in Volume 17, Page 67, C.C.M.R., for the Southeast corner of this tract;

THENCE S 89° 27' 09" W, along the South line of said Resubdivision of Juarez Subdivision and the south line of said Blocks 15 and 16, a distance of 2839.42 feet to the **POINT OF BEGINNING**, containing 88.40 acres of land, more or less.

EXHIBIT "B"

ANNEXATION SERVICE AGREEMENT

SECTION 1. Pursuant to the provisions of V.T.C.A., Local Government Code Section 43.0672, in connection to the voluntary annexation of a 88.40 acres of land out of a portion of Blocks 15 and 16, Harlingen Land and Water Company Subdivision "C", Cameron County, Texas, the owners(s) of the land in the area and the City of Harlingen ("City"), collectively referred to herein as the "Parties", hereby enter into this written Annexation Service Agreement as follows:

- A. Services to be provided on the effective date of annexation unless otherwise specified.
1. Police Protection
Patrolling, radio response to calls and other routine police services using present personnel and equipment will be provided on the effective date of annexation. Patrol positions will be added when population warrants.
 2. Fire Protection
Fire protection by the present personnel and equipment of the fire fighting force within the limitations of available water will be provided on the effective date of annexation.
 3. Emergency Medical Services
Emergency medical services will be provided through contract services on the effective date of annexation.
 4. Environmental Health and Code Compliance
Health protection including the elimination of weedy lots, illegal dumping, unsanitary septic systems, sources of standing water and other public nuisances will be provided on the effective date of annexation.

Regulation of animal and fowl density will be provided on the effective date of annexation.
 5. Solid Waste Collection
Pick up will begin on the effective date of annexation at the same level of service and cost provided to other similar areas presently found within the City of Harlingen.

Brush collection will be on a periodic basis as established by the City Sanitation Department with an active utility account.

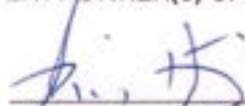
6. Operation and maintenance of public water and wastewater facilities
Routine maintenance of existing water and wastewater facilities owned by Harlingen Waterworks System that are not within the service area of another water or wastewater utility will begin on the effective date of annexation.
7. Operation and maintenance of public roads and streets
Routine maintenance of public roads and streets will begin on the effective date of annexation on the same basis as presently occurs in the city.
- B. If the city fails to zone the property as Planned Development ("PD") District after the rezoning public hearings are held, the city agrees to de-annex the property within three (3) months after the rezoning process is completed.
- C. The city agrees not to require the dedication of any additional right of way and to not require ten (10) feet of additional asphalt, with curb and gutter and sidewalks along the Lafayette/Kroger Avenues and McCullough Avenue boundaries during the subdivision process.

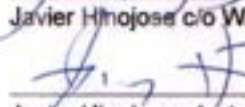
SIGNED this ____ day of ____, 2025.

CITY OF HARLINGEN

By: _____
Gabriel Gonzalez, CPM, City Manager

PROPERTY OWNER(S) OF THE PROPERTY DESCRIBED ABOVE

By:  _____
Javier Hinojosa c/o William Lewis Youngblood

By:  _____
Javier Hinojosa c/o Jonny Nurdin

10d

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **June 4, 2025**

Agenda Item:

Consideration and possible action to approve an ordinance on first reading for a Special Use Permit ("SUP") request to allow a Community Residential Facility in a General Retail ("GR") District on a property bearing a legal description of 5.9236 acres out of 8.6170 acres out of Block 55, David & Stephenson Subdivision, located on the southeast corner of Breedlove Street and North Loop 499. Applicant: Alan Ozuna. Attachment (***This item was tabled at the Regular City Commission Meeting of May 21, 2025 (Planning & Development)***)

Prepared By: Soledad A. Núñez, CNU-A
Title: Interim Planning & Development Director
Signature: *Soledad A. Núñez*

Brief Summary:

Project Timeline

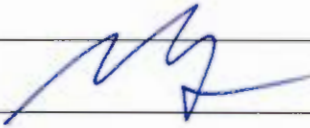
- April 14, 2025 – Application for Special Use Permit ("SUP") submitted to the City. (**ATTACHMENT I**)
- April 23, 2025 – In accordance with State and local law, notice of required public hearings mailed to all property owners within 200 feet of subject tract.
- April 26, 2025 – In accordance with State and local law, notice of required public hearings published in the Valley Morning Star.
- May 14, 2025 – Public hearing and consideration of requested Special Use Permit by the Planning and Zoning Commission (P&Z).
- May 21, 2025 – Public hearing and consideration of requested SUP via 1st ordinance reading scheduled before the City Commission.
- June 4, 2025 – Pending approval of 1st ordinance reading, consideration of approval of 2nd ordinance reading scheduled before the City Commission.

Summary

- Per the Code of Ordinances, a Community Residential Facility in a General Retail ("GR") District requires the approval of a Special Use Permit (SUP) by the City Commission.
- Alan Ozuna, the applicant, is requesting a special use permit to allow a Community Residential Facility, as part of the Tropical Texas Behavioral Health system. (**ATTACHMENT II AND III**)
- Based on the site plan and information submitted by the applicant, the applicant is proposing to operate Sunday through Saturday and hours are varied depending on the type of services being offered. The facility will be multiple home-like buildings and services being offered will be Support Services, Substance Use Services, Diversion Center, and Veteran's Services for Tropical Texas Behavioral Health. 125 parking spaces would be required, the current site plan shows 131 parking spaces. (**ATTACHMENT II – IV**)
- The Veteran Services proposed are for current and past defenders of our country and their families. Provided by Veterans to Veterans, it is a place to meet and

socialize, share in group support, take part in recreational and social activities for service members and their families. Military Peers teach healthy mental health habits, employment skills and independent living. They also provide links to emergency assistance with utilities, rental support, food and other community resources. Services are to enhance the quality of life of those who serve/served our country and their first line of support, their families.

- The Diversion/Respite Services provides programs for linkage to care for eligible individuals who are not appropriate for jail, the emergency room, or psychiatric hospitalization - but who need help connecting to services. They receive appropriate treatment and support services needed to prevent deterioration. Individuals receive immediate mental health assessments; crisis support and connections to ongoing treatment and support services. Respite services provide individuals experiencing a behavioral health crisis to receive short term support in a home-like environment. These services also support the family caregiver by providing a temporary break to attend to their own well-being. Individuals would be in Diversion services for less than 24 hours in duration, and Respite services will vary upon individual needs but typically will be residential in nature and last less than two weeks.
- The Substance Use Services are for Adolescent or adult (funding dependent) comprehensive residential substance abuse services provided. The program offers a range of services, including individual, group, and family counseling sessions, as well as community-integrated services such as support from Alcoholics Anonymous and Narcotics Anonymous groups following a daily structured schedule. Services are provided by a multidisciplinary team consisting of Licensed Chemical Dependency Counselors (LCDCs), Certified Medical Assistant, Residential Advisors. The program length is 90 days or less. Based on the services being provided, a maximum of three rooms in the diversion/respite services facility would be allowed for overnight stay.
- Support Services are for office support activities such as Utilization Management, Quality Assurance, Human Resources, etc.
- Surrounding properties are zoned General Retail ("GR") District to the south, east, and west, and to the north is County. The surrounding land uses are multi-family dwellings to the north, a Dollar General to the east, vacant land to the west and Tropical Texas Behavioral Health, Kingdom Hall of Jehovah's Witnesses, and Harlingen Fire Station No. 3 to the south. (**ATTACHMENTS V-VII**).
- The City of Harlingen Building Inspections Division, Fire Prevention Bureau, Health and Police Departments reviewed the SUP application. The departments reported no objection to the proposed request subject to adhering to the Harlingen Code of Ordinances and procedures administered by each department (**ATTACHMENTS VIII-XI**).
- The applicant must obtain and maintain the proper State and City permits.
- Currently, no opposition to the requested Special Use Permit has been received by the Planning & Zoning Department.
- In accordance with the zoning ordinance, the P&Z 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.

Funding (if applicable):			
Are funds specifically designated in the current budget for the full amount for this purpose?	☐	Yes	☐ No*
*If no, specify source of funding and amount requested:			
Finance Director's approval:	☐	Yes	☐ No ☐ N/A
Staff Recommendation:			
Staff recommends approval of the Special Use Permit subject to the following conditions:			
1. Complying with the requirements administered by Planning and Zoning, Building Inspections and Fire Prevention Departments. 2. Providing and maintaining the required parking in accordance with City Regulations. 3. Only three rooms within the diversion/respice services facility would be allowed for overnight stay; and 4. The applicant must obtain and maintain the proper State and City permits.			
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 _____ Nearest Intersection Loop 499 and Breedlove Street
(Proposed) Subdivision Name David & Stephenson Subdivision, 5.9236 ac out of 8.617 ac Lot _____ Block 55
Existing Zoning Designation GR Future Land Use Plan Designation _____

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent Alan Ozuna Phone 210 317-4308 FAX 956 622-3534
Email Address (for project correspondence only): atozunalaw@gmail.com
Mailing Address 27837 McLelland Dr City Harlingen State TX Zip 78552
Property Owner Ray Gonzalez Homes LLC Phone 956 373-2320 FAX _____
Email Address (for project correspondence only): _____
Mailing Address 23923 Hillcrest Circle City Harlingen State TX Zip 78552

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

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

Please provide a basic description of the proposed project: Project will be multiple home-like buildings to include youth and family support services, a drop-in center, veterans services, transitional/supportive housing, adult respite center, residential substance use disorder services, related administrative/staff support offices

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

Applicant's Signature: [Signature] Date: 4-14-2025

Property Owner(s) Signature: _____ Date: _____

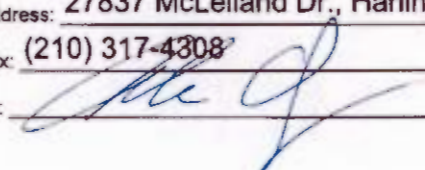
Accepted by: _____ Date: _____

**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:
 - o Existing/proposed building footprints and building heights (or buildable areas for single and two-family residential); and
 - o Locations of proposed uses; and
 - o Ingress and egress to/from property;
 - o Existing/proposed streets in compliance with the City of Harlingen Long Range Thoroughfare Plan; and
 - o Existing/proposed sidewalks; and
 - o Existing/proposed utilities; and
 - o Existing/proposed drainage; and
 - o 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:
 - o A notice will be published in the Valley Morning Star describing the request and the date, time, and location of the public hearing; and
 - o 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: Alan T. Ozuna Date: 4-14-2025
Owner Address: 27837 McLelland Dr., Harlingen, Texas 78552
Phone/Fax: (210) 317-4308
Signature: 

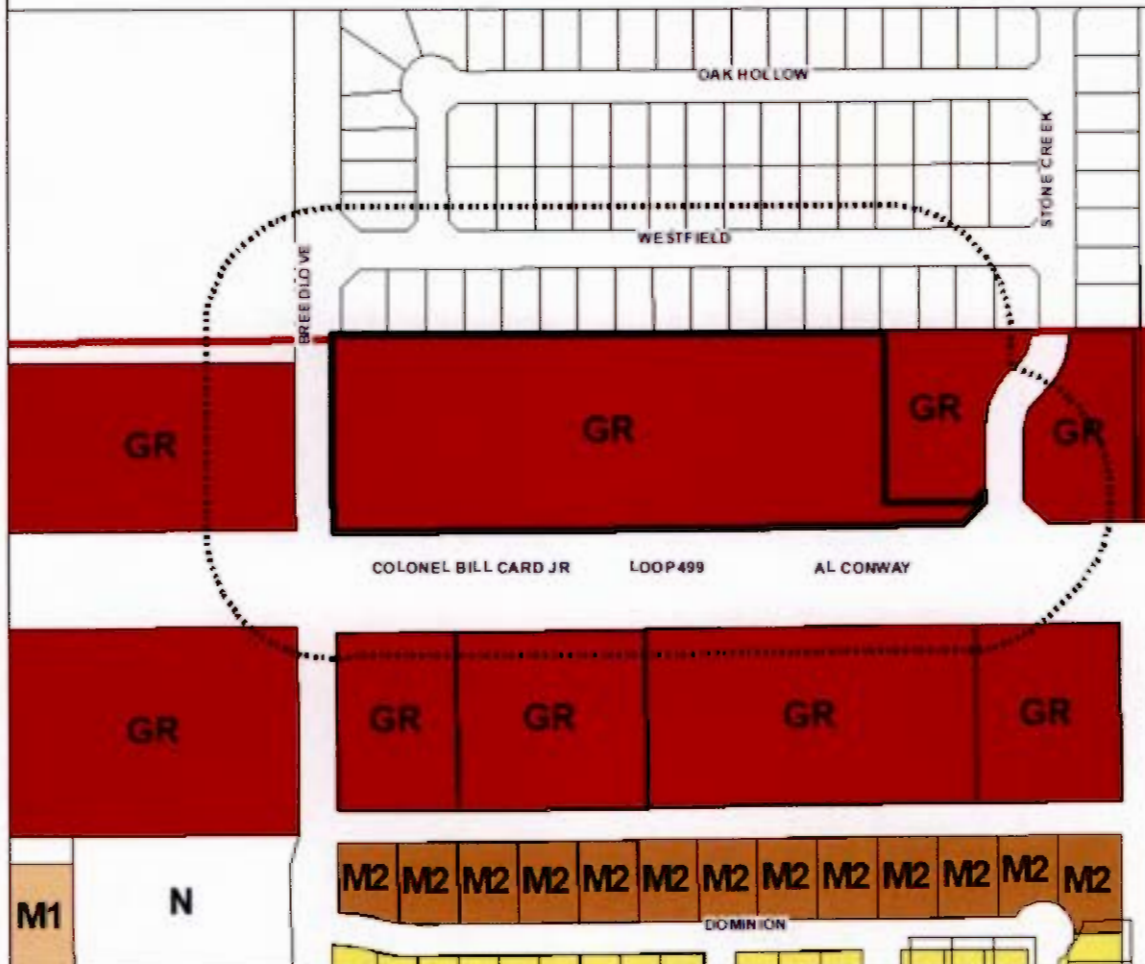
Attachment II



Attachment III



Request for a Special Use Permit (SUP) to allow a Community Residential Facility in a General Retail ("GR") District located at on a property bearing a legal description of 5.9236 acres out of 8.6170 acres out of Block 55, David & Stephenson Subdivision, located on the northeast corner of Breedlove Street and North Loop 499. Applicant: Alan Ozuna



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 04.15.2025

Attachment IV



Attachment V





Specific Use Permit ("SUP") Routing Slip

Applicant: Alan Ozuna

Phone No.: (210) 317-4308

Location: Northeast corner of Breedlove Street and Loop 499

Project Description: Request for a Special Use Permit ("SUP") to allow a Community Residential Facility in a General Retail ("GR") District located on a property bearing a legal description 5.9236 acres out of 8.6170 acres out of Block 55, David & Stephenson Subdivision.

Department: Fire Prevention Bureau

Approval: X YES NO

Comments: Applicant will have to meet any code, regulation, ordinance, and standard required for a permit.

Fire Marshal Juan Saucedo Jr.

Juan Saucedo Jr.

Date: April 30, 2025



Specific Use Permit ("SUP") Routing Slip

Applicant: Alan Ozuna

Phone No.: (210) 317-4308

Location: Northeast corner of Breedlove Street and Loop 499

Project Description: Request for a Special Use Permit (SUP) to allow a Community Residential facility in a General Retail ("GR") District located on a property bearing a legal description of 5.9236 acres out of 8.6170 acres out of Block 55, David & Stephenson Subdivision.

Department: Health

Approval: ☒ YES ☐ NO

Approval granted, however, when site plans are submitted for our review, they must show all kitchen equipment and their locations. Including 3 compartment sinks, hand wash sinks, mop sink, hot water heater and the location of the grease trap.

James Padilla

Signature

5-9-2025

Date

Attachment VIII



Specific Use Permit ("SUP") Routing Slip

Applicant: Alan Ozuna

Phone No.: (210) 317-4308

Location: Northeast corner of Breedlove Street and Loop 499

Project Description: Request for a Special Use Permit (SUP) to allow a Community Residential facility in a General Retail ("GR") District located on a property bearing a legal description of 5.9236 acres out of 8.6170 acres out of Block 55, David & Stephenson Subdivision.

Department: Building Permits and Inspections Department

Approval: ☒ YES ☐ NO

Comments: If request is approved by the Planning Department, A Building Permit application and complete set of construction documents (Architectural and Engineering Plans) for the proposed use must be submitted to the Building Department. The construction documents must comply with the 2018 International Building Code and Family of Codes. Windstorm Engineered plans are required with min. 140 mph wind speeds. The city commission adopted the new 2024 family of codes which will take effect on October 1, 2025. Any building permit applications received after that date will have to follow the new codes.

Raul Rodriguez

Signature

05/08/2025

Date

Attachment IX



Specific Use Permit ("SUP") Routing Slip

Applicant: Alan Ozuna

Phone No.: (210) 317-4308

Location: Northeast corner of Breedlove Street and Loop 499

Project Description: Request for a Special Use Permit (SUP) to allow a Community Residential facility in a General Retail ("GR") District located on a property bearing a legal description of 5.9236 acres out of 8.6170 acres out of Block 55, David & Stephenson Subdivision.

Department: HARLINGEN POLICE DEPARTMENT

Approval: ☒ YES ☐ NO

*APPROVED WITH THE UNDERSTANDING THAT
INSPECTIONS WILL BE CONDUCTED EITHER DURING
THE BUILD OR AT COMPLETION OF BUILD.*

AA
Alfredo Alvear, BSCJ, CPM
Interim Chief of Police

5/6/25
Date

Attachment X – Applicant Rendering



Attachment X – Applicant Rendering



AN ORDINANCE AMENDING THE CODE OF ORDINANCES (ORDINANCE NO. 16-8) OF THE CITY OF HARLINGEN: TO ISSUE A SPECIAL USE PERMIT (SUP) TO ALLOW A COMMUNITY RESIDENTIAL FACILITY IN A GENERAL RETAIL ("GR") DISTRICT ON A PROPERTY BEARING A LEGAL DESCRIPTION OF 5.9236 ACRES OF LAND OUT OF 8.1670 ACRES OUT OF BLOCK 55, DAVID & STEPENSON SUBDIVISION, LOCATED AT THE SOUTHEAST CORNER OF BREEDLOVE STREET AND NORTH LOOP 499. APPLICANT: ALAN OZUNA

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

BE IT ORDAINED BY THE CITY OF HARLINGEN

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

Special Use Permit (SUP) to allow an unmanned battery storage facility in a General Retail ("GR") District allow a Community Residential Facility in a General Retail ("GR") District on a property bearing a legal description of 5.9236 acres out of 8.6170 acres out of Block 55, David & Stephenson Subdivision, located on the southeast corner of Breedlove Street and North Loop 499, as shown in Exhibit A, subject to:

1. Complying with the requirements administered by Planning and Zoning, Building Inspections and Fire Prevention Departments.
2. Providing and maintaining the required parking in accordance with City Regulations.
3. Only three rooms within the diversion/respite services facility would be allowed for overnight stay; and
4. The applicant must obtain and maintain the proper State and City permits.

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 _____, 2025 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

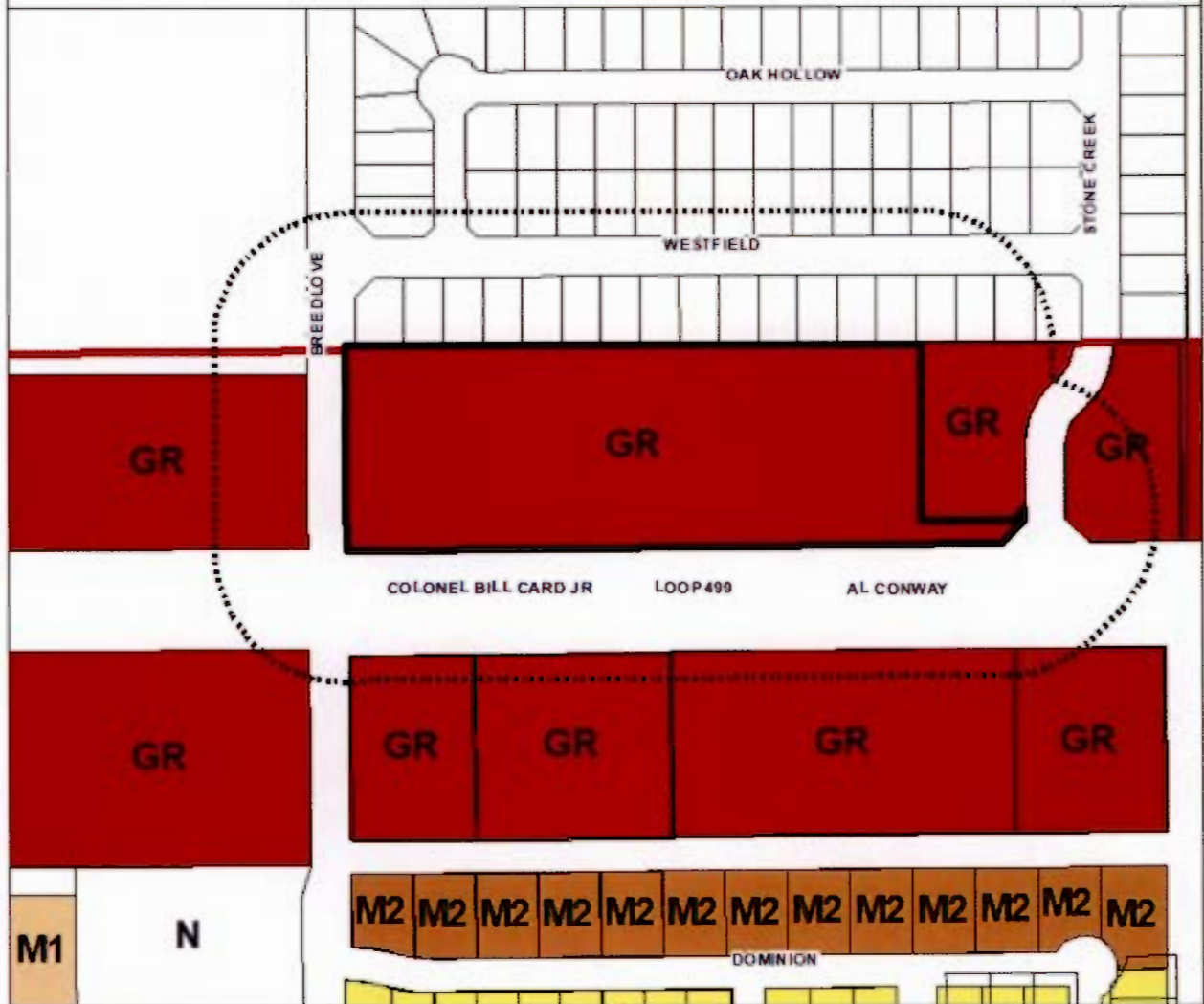
ATTEST:

Hermelinda Gonzales, Interim City Secretary

Exhibit "A"



Request for a Special Use Permit (SUP) to allow a Community Residential Facility in a General Retail ("GR") District located at on a property bearing a legal description of 5.9236 acres out of 8.6170 acres out of Block 55, David & Stephenson Subdivision, located on the northeast corner of Breedlove Street and North Loop 499. Applicant: Alan Ozuna



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| 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) |

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Exhibit "B"



**AGENDA ITEM
EXECUTIVE SUMMARY**

10e

Meeting Date: **June 4, 2025**

Agenda Item:

Consideration and possible action to execute TxDOT Resolution R13-32 for Interstate I-2 ROW Maintenance Attachment (*Public Works*)

Prepared By (Print Name: Christopher Torres
Title: Public Works Director

Signature: 

Brief Summary:

Consideration and possible action to authorize the City Manager to amend resolution (R13-32) with the Texas Department of Transportation (TxDOT) concerning the ongoing maintenance agreement for mowing and landscaping services along the right-of-way (ROW) of Interstate I-2 within city limits.

Funding (if applicable):

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

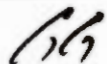
*If no, specify source of funding and amount requested:

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



MUNICIPAL MAINTENANCE AGREEMENT

Form 1038
(Rev. 03/12)
Page 1 of 6

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT made this 20th day of February 2013, by and between the State of Texas, hereinafter referred to as the "State" party of the first part, and the City of Harlingen (population 74,950, 2010, latest Federal Census) acting by and through its duly authorized officers, hereinafter called the "City," party of the second part.

WITNESSETH

WHEREAS, Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

WHEREAS, Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and

WHEREAS, the Executive Director, acting for and in behalf of the Texas Transportation Commission, has made it known to the City that the State will assist the City in the maintenance and operation of State highways within such City, conditioned that the City will enter into agreements with the State for the purpose of determining the responsibilities of the parties thereto; and

WHEREAS, the City has requested the State to assist in the maintenance and operation of State highways within such City:

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, it is agreed as follows:

For this agreement, the use of the words "State Highway" shall be construed to mean all numbered highways that are part of the State's Highway System.

COVERAGE

1. This agreement is intended to cover and provide for State participation in the maintenance and operation of the following classifications of State Highways within the City:
 - A. Non-Controlled Access highways or portions thereof which are described and/or graphically shown as "State Maintained and Operated" highways in Exhibit "A," which is attached hereto and made a part hereof.
 - B. All State highways or portions thereof which have been designated by the Texas Transportation Commission or maintained and operated as Controlled Access Highways and which are described and/or graphically shown in Exhibit "B," which is attached hereto and made a part hereof.
2. In the event that the present system of State highways within the City is changed by cancellation, modified routing, or new routes, the State will terminate maintenance and operation and this agreement will become null and void on those portions of the highways which are no longer on the State Highway System; and the full effect and all conditions of this agreement will apply to the changed highways or new highways on the State Highway System within the City; and they shall be classified as "State Maintained and Operated" under paragraph 1 above, unless the execution of a new agreement on the changed or new portions of the highways is requested by either the City or the State.
3. Exhibits that are a part of this agreement may be changed with both parties' written concurrence. Additional exhibits may also be added with both parties' written concurrence.

GENERAL CONDITIONS

1. The City authorizes the State to maintain and operate the State highways covered by this agreement in the manner set out herein.
2. This agreement is between the State and the City only. No person or entity may claim third party beneficiary status under this contract or any of its provisions, nor may any non-party sue for personal injuries or property damage under this contract.
3. This agreement is for the purpose of defining the authority and responsibility of both parties for maintenance and operation of State highways through the City. This agreement shall supplement any special agreements between the State and the City for the maintenance, operation, and/or construction of the State highways covered herein, and this agreement shall supersede any existing Municipal Maintenance Agreements.
4. Traffic regulations, including speed limits, will be established only after traffic and engineering studies have been completed by the State and/or City and approved by the State.
5. The State will erect and maintain all traffic signs and associated pavement markings necessary to regulate, warn, and guide traffic on State highways within the State right-of-way except as mentioned in this paragraph and elsewhere in this agreement. At the intersections of off-system approaches to State highways, the City shall install and maintain all stop signs, yield signs, and one-way signs and any necessary stop or yield bars and pedestrian crosswalks outside the main lanes or outside the frontage roads, if such exist. The City shall install and maintain all street name signs except for those mounted on State maintained traffic signal poles or arms or special advance street name signs on State right-of-way. All new signs installed by the City on State right-of-way shall meet or exceed the latest State breakaway standards and be in accordance with the *Texas Manual on Uniform Traffic Control Devices*, latest edition and revision. All existing signs shall be upgraded on a maintenance replacement basis to meet these requirements.
6. Subject to approval by the State, any State highway lighting system may be installed by the City provided the City shall pay or otherwise provide for all cost of installation, maintenance, and operation except in those installations specifically covered by separate agreements between the City and State.

7. The City shall enforce the State laws governing the movement of loads which exceed the legal limits for weight, length, height, or width as prescribed by Chapters 621, 622, and 623 of the Transportation Code for public highways outside corporate limits of cities. The City shall also, by ordinance/resolution and enforcement, prescribe and enforce lower weight limits when mutually agreed by the City and the State that such restrictions are needed to avoid damage to the highway and/or for traffic safety.
8. The City shall prevent future encroachments within the right-of-way of the State highways and assist in removal of any present encroachments when requested by the State except where specifically authorized by separate agreement; and prohibit the planting of trees or shrubbery or the creation or construction of any other obstruction within the right-of-way without prior approval in writing from the State.
9. Traffic control devices such as signs, traffic signals, and pavement markings, with respect to type of device, points of installation and necessity, will be determined by traffic and engineering studies. The City shall not install, maintain, or permit the installation of any type of traffic control device which will affect or influence the use of State highways unless approved in writing by the State. Traffic control devices installed prior to the date of this agreement are hereby made subject to the terms of this agreement and the City agrees to the removal of such devices which affect or influence the use of State highways unless their continued use is approved in writing by the State. It is understood that basic approval for future installations of traffic control signals by the State or as a joint project with the City, will be indicated by the proper City official's signature on the title sheet of the plans. Both parties should retain a copy of the signed title sheet or a letter signed by both parties acknowledging which signalized intersections are covered by this agreement. Any special requirements not covered within this agreement will be covered under a separate agreement.
10. New construction of sidewalks, ramps or other accessibility related items shall comply with current ADA standards. The city is responsible for the maintenance of these items.
11. If the City has a driveway permit process that has been submitted to and approved by the State, the City will issue permits for access driveways on State highway routes and will assure the grantee's conformance, for proper installation and maintenance of access driveway facilities, with either a Local Access Management Plan that the City has adopted by ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted to the State a Local Access Management Plan, the State's "Regulations for Access Driveways to State Highways" and the State's Access Management Manual. If the City does not have an approved city-wide driveway permit process, the State will issue access driveway permits on State highway routes in accordance with the City's Local Access Management Plan, adopted by city ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted a Local Access Management Plan, the State's "Regulations for Access Driveways to State Highways" and the State's Access Management Manual.
12. The use of unused right-of-way and areas beneath structures will be determined by a separate agreement.

NON-CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall be applicable to non-controlled access State highways in addition to the "General Conditions" contained herein above. Non-controlled access State highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit "A."

State's Responsibilities (Non-Controlled Access)

1. Maintain the traveled surface and foundation beneath such traveled surface necessary for the proper support of same under vehicular loads encountered and maintain the shoulders.
2. Assist in mowing and litter pickup to supplement City resources when requested by the City and if State resources are available.
3. Assist in sweeping and otherwise cleaning the pavement to supplement City resources when requested by the City and if State resources are available.

4. Assist in snow and ice control to supplement City resources when requested by the City and if State resources are available.
5. Maintain drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility within its corporate limits.
6. Install, maintain, and operate, when required, normal regulatory, warning and guide signs and normal markings (except as provided under "General Conditions" in paragraph 5). In cities with less than 50,000 population, this also includes school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads. This does not include other pedestrian crosswalks. Any other traffic striping desired by the City may be placed and maintained by the City subject to written State approval.
7. Install, operate, and maintain traffic signals in cities with less than 50,000 population.
8. In cities equal to or greater than 50,000 population, the State may provide for installation of traffic signals when the installation is financed in whole or in part with federal-aid funds if the City agrees to enter into an agreement setting forth the responsibilities of each party.

City's Responsibilities (Non-Controlled Access)

1. Prohibit angle parking, except upon written approval by the State after traffic and engineering studies have been conducted to determine if the State highway is of sufficient width to permit angle parking without interfering with the free and safe movement of traffic.
2. Install and maintain all parking restriction signs, pedestrian crosswalks [except as provided in paragraph 6 under "State's Responsibilities (Non-Controlled Access)"], parking stripes and special guide signs when agreed to in writing by the State. Cities greater than or equal to 50,000 population will also install, operate, and maintain all school safety devices and school crosswalks.
3. Signing and marking of intersecting city streets with State highways will be the full responsibility of the City (except as provided under "General Conditions" in paragraph 5).
4. Require installations, repairs, removals or adjustments of publicly or privately owned utilities or services to be performed in accordance with Texas Department of Transportation specifications and subject to approval of the State in writing.
5. Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State. The assistance by the State in maintenance of drainage facilities does not relieve the City of its responsibility for drainage of the State highway facility within its corporate limits except where participation by the State is specifically covered in a separate agreement between the City and the State.
6. Install, maintain, and operate all traffic signals in cities equal to or greater than 50,000 population. Any variations will be handled by a separate agreement.
7. Perform mowing and litter pickup.
8. Sweep and otherwise clean the pavement.
9. Perform snow and ice control.

CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall be applicable to controlled access highways in addition to the "General Conditions" contained herein above. Controlled access State highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit "B."

State's Responsibilities (Controlled Access)

1. Maintain the traveled surface of the through lanes, ramps, and frontage roads and foundations beneath such traveled surface necessary for the proper support of same under vehicular loads encountered.
2. Mow and clean up litter within the outermost curbs of the frontage roads or the entire right-of-way width where no frontage roads exist and assist in performing these operations between the right-of-way line and the outermost curb or crown line of the frontage roads in undeveloped areas.
3. Sweep and otherwise clean the through lanes, ramps, separation structures or roadways and frontage roads.
4. Remove snow and control ice on the through lanes and ramps and assist in these operations as the availability of equipment and labor will allow on the frontage roads and grade separation structures or roadways.
5. Except as provided under "General Conditions" in paragraph 5, the State will install and maintain all normal markings and signs, including sign operation if applicable, on the main lanes and frontage roads. This includes school safety devices, school crosswalks and crosswalks installed on frontage roads in conjunction with pedestrian signal heads. It does not include other pedestrian crosswalks.
6. Install, operate and maintain traffic signals at ramps and frontage road intersections unless covered by a separate agreement.
7. Maintain all drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the highway facility within its corporate limits.

City's Responsibilities (Controlled Access)

1. Prohibit, by ordinance or resolution and through enforcement, all parking on frontage roads except when parallel parking on one side is approved by the State in writing. Prohibit all parking on main lanes and ramps and at such other places where such restriction is necessary for satisfactory operation of traffic, by passing and enforcing ordinances/resolutions and taking other appropriate action in addition to full compliance with current laws on parking.
2. When considered necessary and desirable by both the City and the State, the City shall pass and enforce an ordinance/resolution providing for one-way traffic on the frontage roads except as may be otherwise agreed to by separate agreements with the State.
3. Secure or cause to be secured the approval of the State before any utility installation, repair, removal or adjustment is undertaken, crossing over or under the highway facility or entering the right-of-way. In the event of an emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, the City, without the necessity of approval by the State, may at its own responsibility and risk make necessary emergency utility repairs, notifying the State of this action as soon as practical.
4. Pass necessary ordinances/resolutions and retain its responsibility for enforcing the control of access to the expressway/freeway facility.
5. Install and maintain all parking restriction signs, pedestrian crosswalks (except as mentioned above in paragraph 5 under "State's Responsibilities") and parking stripes when agreed to by the State in writing. Signing and marking of intersecting city streets to State highways shall be the full responsibility of the City (except as discussed under "General Conditions" in paragraph 5).

TERMINATION

All obligations of the State created herein to maintain and operate the State highways covered by this agreement shall terminate if and when such highways cease to be officially on the State highway system; and further, should either party fail to properly fulfill its obligations as herein outlined, the other party may terminate this agreement upon 30 days written notice. Upon termination, all maintenance and operation duties on non-controlled access State highways shall revert to City responsibilities in accordance with Chapter 311 of the Texas Transportation Code. The State shall retain all maintenance responsibilities on controlled access State highways in accordance with the provisions of Chapter 203 of the Texas Transportation Code and 23 United States Code Section 116.

Said State assumption of maintenance and operations shall be effective the date of execution of this agreement by the Texas Department of Transportation.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City of Harlingen
on the 17th day of April, 20 13, and the Texas Department of Transportation, on the 9th day
of May, 20 13.

ATTEST
Carlos R. Yelena
CITY OF Harlingen
BY City Manager
(Title of Signing Official)

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and established policies or work programs heretofore approved and authorized by the Texas Transportation Commission

BY [Signature]
(District Engineer)

Pharr District - PHR - 21 District

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under Sections 552.021 and 552.023 of the Government Code, you also are entitled to receive and review this information. Under Section 559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect. For more information, call 512/416-3048.

NOTE: To be executed in duplicate and supported by Municipal Maintenance Ordinance/Resolution and City Secretary Certificate.

RESOLUTION NO R13- 32

**A RESOLUTION APPROVING THE MUNICIPAL
MAINTENANCE AGREEMENT DATED
2/20/2013 BETWEEN THE STATE OF
TEXAS AND THE CITY OF HARLINGEN FOR THE
MAINTENANCE, CONTROL, SUPERVISION AND
REGULATION OF CERTAIN STATE HIGHWAYS
AND/OR PORTIONS OF STATE HIGHWAYS IN
THE CITY OF HARLINGEN AND PROVIDING FOR
THE EXECUTION OF SAID AGREEMENT; AND
DECLARING AN EMERGENCY**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HARLINGEN:

SECTION I:

That the certain agreement dated 2/20/2013, between the State of Texas and the City of Harlingen for the maintenance, control, supervision and regulation of certain State Highways and/or portions of State Highways in the City of Harlingen and the same is, hereby approved; and that the City Manager is hereby authorized to execute said agreement on behalf of the City of Harlingen and to transmit the same to the State of Texas for appropriate action;

SECTION II:

The fact that the work contemplated under the above mentioned agreement is needed, creates an emergency which for the immediate preservation of the public peace, health, safety, and general welfare require that this Ordinance takes effect immediately from and after its passage and its accordingly so ordained;

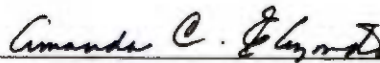
CONSIDERED AND ADOPTED THIS 20th day of February, 2013 at a Regular Meeting of the Elective Commission of the City of Harlingen, Texas at which a quorum was present and which was held in accordance with GOVERNMENT CODE CHAPTER 551, as amended.

CITY OF HARLINGEN



Danny Castillo, Acting Mayor Pro-Tem

ATTEST:



Amanda C. Elizondo, City Secretary

APPROVED AS TO FORM:



Roxann P. Controneo, City Attorney

AREA ENGINEER: Juan Bosquez, P.E. CITY OF: Harlingen

EXHIBIT "A" REVISIONS	
Non-Controlled Access Highways	
FM 507 - From BU 77 North to North City Limits	
FM 801 - From US 77/83 SW to Southwest City Limits	
LP 499 - From US 77/83 North and West to US 77	
FM 1479 - From US 77/83 Southwest to Southwest City Limits	
FM 509 - From Southwest City Limits to North City Limits	
FM 2994 - From US 77 West to West City Limits	
FM 508 - From West City Limits to East City Limits	
FM 2520 - From West City Limits to East City Limits	
FM 675 - From West City Limits to East City Limits	
BUS 77 - From US 77/83 to South East City Limits	

AREA ENGINEER: Juan Bosquez, P.E. **CITY OF:** Harlingen

EXHIBIT "A" REVISIONS

Non-Controlled Access Highways

FM 3195 - From West City Limits to East City Limits

SP 54 - From BUS 77 to East City Limits

SP 206 - From West City Limits to East City Limits

AREA ENGINEER: Juan Bosquez, P.E. **CITY OF:** Harlingen

EXHIBIT "B" REVISIONS

Controlled Access Highways

US 77 - From Junction US 83 to North City Limits

US 83 - From Junction US 77 West to West City Limits

US 77/83 - From Junction US 83 South to South City Limits

SUMMARY OF THE MUNICIPAL MAINTENANCE AGREEMENT
FORM 1038 TO BE EXECUTED BETWEEN THE STATE AND EVERY INCORPORATED CITY WITH THE PHARR DISTRICT WHICH IS TRAVERSED BY A HIGHWAY ON THE STATE SYSTEM

TASK	CONTROLLED ACCESS IN CITIES		CONTROLLED ACCESS IN UNDERDEVELOPED AREAS		CITIES WITH POPULATION <50,000	CITIES WITH POPULATION >50,000	NON-CONTROLLED ACCESS
	With Frontage Roads	Without Frontage Roads	With Frontage Roads	Without Frontage Roads			
Pavement Structure	State Responsible	State Responsible	State Responsible	State Responsible	N/A	N/A	State Responsible
Mowing & Litter Pickup	State - within curbs of frontage roads (City may assist) City - from curb to R.O.W. Line (State may assist)	State - Entire R.O.W. with	State - Within Curbs of Frontage Roads State - Assist only from Curb to R.O.W. (City may assist) City - From Curb to R.O.W.	State - Assist only from R.O.W. to edge of Roadway (City may assist) City - From R.O.W. to edge of Roadway	N/A	N/A	State - Assist Only City - Responsible whether C&G or Rural
Sweeping & Cleaning Pavement	State Responsible Lanes, Ramps, Structures and Frontage Roads	State Responsible	State Responsible	State Responsible	N/A	N/A	State - Assist Only City - Responsible whether C&G or Rural
Remove Snow & Control Ice	State - Main Lanes and Ramps only State - Assist on Frontage Roads and Structures City - Frontage Roads and Structures	State - Main Lanes Ramps and Structures	Same as in Cities	Same as in Cities	N/A	N/A	State - Assist Only City - Responsible whether C&G or Rural
Maintain Drainage Facilities	State Responsible City - Also responsible to assist	State Responsible City - Also responsible to assist	State - Responsible City - Also responsible to assist	State - Responsible City - Also responsible to assist	N/A	N/A	State - Responsible City - Also responsible to assist
Signing and Pavement Markings, Regulatory, Warning and Guide Signs	State - Responsible except for Off-System Roads intersecting the State Highway City - Responsible for Off-System Intersection	Same as with Frontage Roads	Same as Controlled Access in Cities	Same as Controlled Access in Cities	State - Responsible for school safety devices, school crosswalks and crosswalks installed in conjunction with pedestrian signal head only	City - Responsible for all school safety devices and school crosswalks	State - Responsible except for Off-System roads intersecting the State Highway City - Responsible for Off-System Intersections
All signs installed within State R.O.W. shall meet breakaway standards and be in compliance with MUTCD	State - Responsible for school safety devices, school crosswalks and crosswalks installed on Frontage Roads in conjunction with Pedestrian Signal Head only						
Traffic signals, install, operate and maintain	State - Responsible for signals on Ramps and Frontage Road Intersections	Same as with Frontage Roads	Same as in Cities	Same as in Cities	State - Responsible	City - Responsible State - Can install if paid by City or Feds	Depends on population of City
Prohibit Parking	City - Responsible to prohibit parking on Frontage Roads, unless approved by the State	N/A	Same as in Cities	N/A	N/A	N/A	City - Responsible to prohibit angle parking unless approved by the State
Install and maintain parking signs and pedestrian crosswalks	City - Responsible	City - Responsible	City - Responsible	City - Responsible	N/A	N/A	City - Responsible
Installation and adjustments of public utilities	City - Responsible to assure that it is done with approval of State through a Permit	Same as with Frontage Roads	Same as in Cities	Same as in Cities	N/A	N/A	City - Responsible to assure that it is done with approval of the State through a Permit
Speed limits and traffic regulations	State - Responsible to approve traffic studies, 85% radar, speed City - Can perform studies subject to approval by State	Same as with Frontage Roads	Same as in Cities	Same as in Cities	Same as Control & Non-Control Access	Same as Control and Non-Control Access	Same as Control and Non-Control Access
Street Name Signs	State - Responsible only for those mounted on State maintained traffic signal poles or arms or special advance name signs on State R.O.W. City - Responsible for all other street name signs	Same as with Frontage Roads	Same as in Cities	Same as in Cities	Same as Control & Non-Control Access	Same as Control and Non-Control Access	Same as Control and Non-Control Access
State Highway Lighting System	Subject to approval by the State. Any State Highway lighting system may be installed by the City provided that the City shall pay for all cost of installation, maintenance and operation except in those installations specifically covered by separate agreements between the City and the State.						
Enforcement of Legal Loads	The City shall enforce the State laws for movement of loads which exceed the legal limit. This enforcement also applies to lower weight limits than legal load when mutually agreed between the City and the State that restrictions are needed to avoid damage to the Highway or for traffic safety						
Encroachment within State R.O.W.	The City shall prevent future encroachments within the R.O.W. of the State Highways and assist in removal of any present encroachments when requested by the State. City shall prohibit the planting of trees or shrubbery or any obstruction within the R.O.W. without prior approval in writing from the State (Permit).						
Installation and maintenance of traffic control devices within R.O.W. of State Highways	The City shall not install, maintain or permit the installation of any type of traffic control device within R.O.W., unless approved in writing by the State. Example of these devices are signs, traffic signals and pavement markings. This requirement also applies to any existing devices installed prior to signing of this agreement and City agrees to removal of such devices.						
Policy for issuing Access Driveway Permit	A) If the City has a City-Wide Driveway Permit Process: The City will issue permits for Access Driveways and will assure the grantees conformance for proper installation and maintenance of access driveway facilities in accordance with State's Policy. If other standards are to be used, it will require approval in writing by the State. Pharr District will continue to issue Driveway Permits after City has approved and signed the Permit. B) If the City does not have a City-Wide Driveway Permit Process: The State may issue Access Driveway Permits on State Highway routes in accordance with its regulations for access driveways to State Highways, which is the State's Policy.						

AREA ENGINEER: Andres Espinoza, P.E. CITY OF: Harlingen

EXHIBIT "A" REVISIONS
Non-Controlled Access Highways
FM 507 - From BU 77 North to North City Limits
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FM 2520 - From West City Limits to East City Limits
FM 675 - From West City Limits to East City Limits
BUS 77 - From US 77/83 to South East City Limits



MUNICIPAL MAINTENANCE AGREEMENT

This Municipal Maintenance Agreement ("Agreement") is made this _____ day of _____, 20____, by and between the State of Texas through the Texas Department of Transportation ("State"), and the City of _____ (population _____, 2020, latest Federal Census) acting by and through its duly authorized officers ("City").

RECITALS

A. Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

B. Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and

C. The Executive Director, acting for and on behalf of the Texas Transportation Commission, has made it known to the City that the State will assist the City in the maintenance and operation of State highways within the City, conditioned that the City will enter into agreements with the State for the purpose of determining the respective responsibilities of the parties; and

D. The City has requested the State to assist in the maintenance and operation of State highways within the City as described herein. The Municipal Ordinance or Resolution authorizing the undersigned City Official to execute this Agreement on behalf of the City is attached as Exhibit C.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, it is agreed as follows:

ARTICLE I. COVERAGE

1. State assumption of maintenance and operations described in this Agreement shall be effective on the date of execution of this agreement by the Texas Department of Transportation.
2. In this Agreement, the use of the words "State Highway" shall be construed to mean all numbered highways that are part of the State's Highway System.

3. This Agreement is intended to cover and provide for State participation in the maintenance and operation of the following classifications of State Highways within the City:
 - A. Non-Controlled Access highways or portions thereof which are described as "State Maintained and Operated" highways in the document attached and incorporated as **Exhibit A**.
 - B. All State highways or portions thereof which have been designated by the Texas Transportation Commission, or are maintained and operated, as Controlled Access Highways and which are described in the document attached and incorporated as **Exhibit B**.
4. In the event that the present system of State highways within the City is changed by cancellation, modified routing, new routes, or a change to City boundaries, the State shall terminate maintenance and operation and this Agreement shall become null and void on those portions of the highways which are no longer on the State Highway System; and this Agreement shall apply to the new highways on the State Highway System within the City; and they shall be classified as "State Maintained and Operated" under paragraph 3 above, unless the execution of a new agreement on the changed or new portions of the highways is requested by either the City or the State.
5. Exhibits that are a part of this Agreement may be changed with both parties' written concurrence. Additional exhibits may also be added with both parties' written concurrence. The Parties shall periodically update any exhibits to reflect changes to the State Highway System under paragraph 3. Paragraph 4 shall apply to changes to the State Highway System regardless of whether an exhibit has been updated under this Paragraph.
6. The terms of the Agreement apply to a State Highway described by paragraphs 2-4 of this Article, unless provided otherwise in a specific project agreement.

ARTICLE II. GENERAL CONDITIONS

1. The City authorizes the State to maintain and operate the State highways covered by this agreement in the manner set out herein.
2. This agreement is between the State and the City only. No person or entity may claim third party beneficiary status under this contract or any of its provisions, nor may any non-party sue for personal injuries or property damage under this contract.
3. This agreement is for the purpose of defining the authority and responsibility of both parties for maintenance and operation of State highways through the City. This agreement shall supplement any special agreements between the State and the City for the maintenance, operation, and/or construction of the State highways covered herein, and this agreement shall supersede any existing Municipal Maintenance Agreements.

4. Traffic regulations, including speed limits, shall be established only after traffic and engineering studies have been completed by the State or City, as applicable and in accordance with 43 Tex. Admin. Code Ch. 25, Subch. B, and approved by the State.
5. The State shall install, maintain, and operate, when required, all traffic signs and associated pavement markings necessary to regulate, warn, and guide traffic on State highways within the State right-of-way, including main lanes and frontage roads, except as otherwise provided in this paragraph and elsewhere in this Agreement.
 - A. At the intersections of off-system approaches to State highways, the City shall install and maintain (1) all stop signs, yield signs, and one-way signs to regulate, warn, and guide traffic on the off-system street, even if such signs are to be installed on State right-of-way, and (2) any necessary stop or yield bars and pedestrian crosswalks outside the main lanes or outside the frontage roads, if such exist. These signs and markings must meet or exceed the latest State breakaway standards, if applicable, and be in accordance with the latest edition/revision of the Texas Manual on Uniform Traffic Control Devices
 - B. The City shall install and maintain all street name signs except for those mounted on State-maintained traffic signal poles or arms or special advance street name signs on State right-of-way.
 - C. Any other signs or pavement markings desired by the City on State right-of-way shall require prior written authorization by the State, and shall be installed and maintained by the City.
 - D. All signs and markings installed by the City under this Paragraph must meet or exceed the latest State breakaway standards, if applicable, and be in accordance with the latest edition/revision of the Texas Manual on Uniform Traffic Control Devices. All existing signs or markings shall be upgraded on a maintenance replacement basis to meet these requirements.
6. Traffic control devices such as signs, traffic signals, and pavement markings, with respect to type of device, points of installation, and necessity, shall be determined by traffic and engineering studies as provided by regulation in the Texas Administrative Code.
 - A. The City shall not install, maintain, or permit the installation of any type of traffic control device which will affect or influence the use of State highways unless approved in writing by the State. Traffic control devices installed prior to the date of this agreement are hereby made subject to the terms of this agreement and the City agrees to the removal of such devices which affect or influence the use of State highways unless their continued use is approved in writing by the State.
 - B. It is understood that basic approval for future installations of traffic control signals by the State or as a joint project with the City, shall be indicated by the

proper City official's signature on the title sheet of the plans. Both parties should retain a copy of the signed title sheet or a letter signed by both parties acknowledging which signalized intersections are covered by this agreement. Any special requirements not covered within this agreement shall be covered under a separate agreement.

- C. This Agreement satisfies the agreement requirements of 43 Tex. Admin. Code § 25.5 concerning traffic signal installation, unless the parties determine a separate agreement is necessary to address project-specific issues that are not otherwise addressed by this Agreement.
7. Subject to approval by the State, any State highway lighting system may be installed by the City provided the City shall pay or otherwise provide for all cost of installation, maintenance, and operation, except in those installations specifically covered by separate agreements between the City and State.
- A. For all highway lighting system projects, including those covered by separate agreements unless provided otherwise therein, (1) costs shall include the electricity required to construct and operate the lighting system, (2) the State shall not begin the trial phase of a newly installed lighting system until the applicable utility account is established by the City.
 - B. Attached as **Exhibit D** is a list of lighting installations subject to this Agreement, but which do not have a separate agreement. Exhibit D shall be updated as necessary pursuant to Article 1, Section 6.
8. The City shall enforce the State laws governing the movement of loads which exceed the legal limits for weight, length, height, or width as prescribed by Chapters 621, 622, and 623 of the Transportation Code for public highways outside corporate limits of cities. The City shall also, by ordinance/resolution and enforcement, prescribe and enforce lower weight limits when mutually agreed by the City and the State that such restrictions are needed to avoid damage to the highway and/or for traffic safety.
9. The City shall prevent future encroachments within the right-of-way of the State highways and assist in removal of any present encroachments when requested by the State except where specifically authorized by separate agreement; and prohibit the planting of trees or shrubbery or the creation or construction of any other obstruction within the right-of-way without prior approval in writing from the State. Permitted landscaping and public art installations shall be handled through separate agreements.
10. New construction of sidewalks, shared use pathways, curb ramps, or other accessibility-related items by either Party shall comply with current ADA standards. Except as otherwise provided in this paragraph, the City is responsible for the maintenance of these items, regardless of whether the City or the State constructed the item. Maintenance includes keeping sidewalks clear of debris and vegetation, but does not

include pavement work except as provided in the next sentence. If a Party's highway project is considered an "alteration" under the ADA that triggers the requirement to construct or upgrade accessibility-related items, that Party is responsible for the construction or upgrade, unless provided otherwise in a separate agreement.

11. If the City has a driveway permit process that has been submitted to and approved by the State, the City shall issue permits for access driveways on State highway routes and shall assure the grantee's conformance, for proper installation and maintenance of access driveway facilities, with either a Local Access Management Plan that the City has adopted by ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted to the State a Local Access Management Plan, the State's Access Management Manual. If the City does not have an approved city-wide driveway permit process, the State shall issue access driveway permits on State highway routes in accordance with the City's Local Access Management Plan, adopted by city ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted a Local Access Management Plan, the State's Access Management Manual.
12. The use of unused right-of-way and areas beneath structures for public functions, such as parking, recreation, and law enforcement use, shall be determined by a separate agreement.
13. The State shall be responsible for installation, repair, and maintenance of any mailbox supports installed on the State highway system, including any markings needed on the mailbox supports.
14. The State shall be responsible for installation, repair, and maintenance of any roadside barriers including guardrail, guardrail end treatments, cable barriers, and concrete barriers needed for traffic safety on the state highway system.
15. The State shall be responsible for any structural repairs needed at bridges, culverts, drainage pipes, embankments, and retaining walls on the state highway system.
16. For purposes of this Agreement, "grade separation structure" is defined as any bridge, overpass, or similar structure that raises the roadway above ground level, regardless of what is underneath the structure.

ARTICLE III. NON-CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall apply to the non-controlled access State highways described in Exhibit A, in addition to the General Conditions in Article II above.

1. State's Responsibilities (Non-Controlled Access)

- A. Maintain the traveled surface and foundation beneath such traveled surface necessary for the proper support of vehicular loads encountered, and maintain the shoulders.

- B. Assist in mowing and litter pickup within the right of way to supplement City resources, when requested by the City and if State resources are available.
- C. Assist in sweeping and otherwise cleaning the traveled surface and shoulders to supplement City resources, when requested by the City and if State resources are available.
- D. Assist in snow and ice control to supplement City resources, when requested by the City and if State resources are available.
- E. Structural maintenance and repairs of drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility outside of the right of way or State easements but within its corporate limits.
- F. In cities with less than 50,000 population, the State shall install and maintain school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads. This does not include other pedestrian crosswalks.
- G. Install, operate, and maintain traffic signals in cities with less than 50,000 population.
- H. In cities equal to or greater than 50,000 population, the State may provide for installation of traffic signals when the installation is financed in whole or in part with federal-aid funds, if the City agrees to enter into an agreement setting forth the responsibilities of each party.

2. City's Responsibilities (Non-Controlled Access)

- A. Prohibit angle parking, except upon written approval by the State after traffic and engineering studies have been conducted to determine if the State highway is of sufficient width to permit angle parking without interfering with the free and safe movement of traffic.
- B. Install and maintain all parking restriction signs, pedestrian crosswalks (except as provided in Art. II.5), parking stripes, and special guide signs when agreed to in writing by the State. Cities greater than or equal to 50,000 population shall also install, operate, and maintain all school safety devices and school crosswalks.
- C. Signing and marking of intersecting city streets with State highways shall be the full responsibility of the City (except as provided under Art. II.5).
- D. Require installations, repairs, removals or adjustments of publicly or privately owned utilities or services to be performed in accordance with Texas Department of Transportation specifications and subject to approval of the State in writing.

- E. Regular cleanups and litter control to ensure drainage facilities are clear. Further, State structural maintenance and repair of drainage facilities within the right-of-way does not relieve the City of its responsibility for drainage of the State highway facility outside of the right-of-way or State easements but within its corporate limits, except where participation by the State is specifically covered in a separate agreement between the City and the State.
- F. Install, maintain, and operate all traffic signals in cities equal to or greater than 50,000 population. Any variations shall be handled by a separate agreement.
- G. Perform mowing and litter pickup.
- H. Sweep and otherwise clean the pavement, including grade separation structures. This includes cleaning and removing litter, trash, discarded personal property, unauthorized temporary shelters, or any other unauthorized item from all areas within the right of way, including underneath a grade separation structure.
- I. Perform snow and ice control.
- J. Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State.

ARTICLE IV. CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall apply to the controlled access State highways described in Exhibit B, in addition to the General Conditions in Article II above.

1. State's Responsibilities (Controlled Access)

- A. Maintain the traveled surface and foundations of the main lanes, ramps, and frontage necessary for the proper support of vehicular loads encountered.
- B. Mow and clean up litter within the outermost curbs of the frontage roads or the entire right-of-way width where no frontage roads exist. Assist in performing these operations between the right-of-way line and the outermost curb or crown line of the frontage roads on the City's request and if State resources are available.
- C. Sweep and otherwise clean the traveled surface and shoulders of the main lanes, ramps, grade separation structures, and frontage roads.
- D. Remove snow and control ice on the main lanes and ramps. Assist in these operations on the frontage roads and grade separation structures on the City's request and if State resources are available.

- E. Install and maintain school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads on frontage roads. This does not include other pedestrian crosswalks.
- F. Install, operate and maintain traffic signals at ramps and frontage road intersections, unless covered by a separate agreement.
- G. Structural maintenance and repair of drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility outside of the right-of-way or State easement but within its corporate limits.

2. City's Responsibilities (Controlled Access)

- A. Prohibit, by ordinance or resolution and through enforcement, all parking on frontage roads except when parallel parking on one side is approved by the State in writing. Prohibit all parking on main lanes and ramps and at such other places where such restriction is necessary for satisfactory operation of traffic, by passing and enforcing ordinances or resolution and taking other appropriate action in addition to full compliance with current laws on parking.
- B. When considered necessary and desirable by both the City and the State, the City shall pass and enforce an ordinance or resolution providing for one-way traffic on the frontage roads except as may be otherwise agreed to by separate agreements with the State.
- C. Secure the approval of the State before any utility installation, repair, removal or adjustment is undertaken, crossing over or under the highway facility or entering the right-of-way. In the event of an emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, the City, without the necessity of approval by the State, may at its own responsibility and risk make necessary emergency utility repairs, notifying the State of this action as soon as practical.
- D. Pass necessary ordinances or resolutions and retain responsibility for enforcing the control of access to an expressway/freeway facility.
- E. Sweep and otherwise clean the pavement other than the traveled surface and shoulders, including underneath grade separation structures. This includes cleaning and removing litter, trash, discarded personal property, unauthorized temporary shelters, or any other unauthorized item.
- F. Mow and clean up litter between the right-of-way line and the outermost curb or crown line of the frontage roads, including drainage facilities in this area.

- G. Install and maintain all parking restriction signs, pedestrian crosswalks (except as provided by Art. II.5), and parking stripes when agreed to by the State in writing.
- H. Signing and marking of intersecting city streets to State highways shall be the full responsibility of the City (except as provided by Art. II.5).
- I. Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State. State maintenance of drainage facilities within the right-of-way does not relieve the City of its responsibility for drainage of the State highway facility outside of the right-of-way but within its corporate limits except where participation by the State is specifically covered in a separate agreement between the City and the State.

ARTICLE V. TERMINATION

- 1. All obligations of the State to maintain and operate a State highway covered by this agreement shall terminate if and when such highway ceases to be designated as part of the State highway system.
- 2. Should either party fail to properly fulfill its obligations under this Agreement, the other party may terminate this agreement upon 30 days written notice.
- 3. Upon termination, all maintenance and operation duties on non-controlled access State highways shall revert to City responsibilities, except that the State shall retain all maintenance and operation responsibilities on controlled access State highways.

City of _____

State of Texas

Signature

TxDOT District Engineer

Name

Name

Title

Date

Date

RESOLUTION NO R_____

**AMENDING RESOLUTION R13-32 MUNICIPAL
MAINTENANCE AGREEMENT DATED
06/04/2025 BETWEEN THE STATE OF
TEXAS AND THE CITY OF HARLINGEN FOR
THE MAINTENANCE, CONTROL, SUPERVISION
AND REGULATION OF CERTAIN STATE
HIGHWAYS AND/OR PORTIONS OF STATE
HIGHWAYS IN THE CITY OF HARLINGEN AND
PROVIDING FOR THE EXECUTION OF SAID
AGREEMENT; AND DECLARING AN
EMERGENCY**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HARLINGEN:

SECTION I:

That the certain agreement dated 06/04/2025, between the State of Texas and the City of Harlingen for the maintenance, control, supervision and regulation of certain State Highways and/or portions of State Highways in the City of Harlingen and the same is, hereby approved; and that the City Manager is hereby authorized to execute said agreement on behalf of the City of Harlingen and to transmit the same to the State of Texas for appropriate action;

SECTION II:

The fact that the work contemplated under the above mentioned agreement is needed, creates an emergency which for the immediate preservation of the public peace, health, safety, and general welfare require that this Ordinance takes effect immediately from and after its passage and its accordingly so ordained;

CONSIDERED AND ADOPTED THIS 4th day of June, 2025 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.

CITY OF HARLINGEN

NORMA SEPULVEDA, MAYOR

ATTEST:

Hermelinda Gonzalez, Interim City Secretary

APPROVED AS TO FORM:

Mark Sossi, City Attorney