

**CITY COMMISSION
REGULAR MEETING AGENDA
MARCH 18, 2026
@ 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, MARCH 18, 2026 at 5:30 P.M.** at City Hall, Town Hall Meeting Room, 118 E. Tyler Avenue, Harlingen, Texas and provide the public the ability to view the meeting via internet live-streaming at www.harlingentx.gov and the City of Harlingen YouTube Page.

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

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

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

To submit written comments regarding an item 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 Michael Mezmar
 - b) Pledge of Allegiance
 - c) Welcome Citizens
- 2) **Conflict of Interest:**

"Under State Law, a conflict of interest exists if a commission member, or certain members of that person's family, has a qualifying financial interest in an agenda item. Members with a conflict of interest cannot participate in the discussion nor vote on the agenda item. Are there any known conflicts of interest to disclose at the time?" **(City Attorney)**.
- 3) **Announcements:** *With respect to items not listed elsewhere on this agenda, the City Commission may report on items of community interest, including announcing community events, announcing employee or community recognitions.*
 - a) Mayor's Announcements
 - b) City Manager's Announcements
 - c) City Commission Member Announcements
- 4) **Proclamation/Presentation of Awards:**
 - a) Harlingen Animal Shelter - "Pet of the Week"
 - b) Mayor's Business of the Month — Bullrider Western Wear
 - c) Certificate of Recognition — "Cute Pediatrics and Dr. Syed K. Shah"
- 5) **Citizen Communication:** *At this time, the public is invited to address the City Commission and speak on any matter not specifically listed for public hearing elsewhere in this agenda. Please note that the City Commission members may not respond to comments or deliberate on topics addressed.*
- 6) **Approval of Minutes:**
 - a) Regular Meeting of December 3, 2025
- 7) **Consent Agenda:** *No discussion is anticipated on any of the items in this section because they are routine business, were included in the budget adoption process, or have been previously discussed as a staff report or discussion item. These items will be considered collectively by a single vote, unless a commission member requests an item be removed from the consent agenda.*
 - a) Consideration and possible action to approve a resolution authorizing the acceptance of a grant award from the Office of the Governor FY 2026 Bullet-Resistant Components for Law Enforcement Vehicles Grant Program. Attachment **(Special Projects Department)**.
 - b) Consideration and possible action authorizing the City Manager to execute Flock Safety Mobile Security Trailer Agreement between the City of Harlingen and Flock Safety. Attachment **(Police Department)**.
 - c) Consideration and possible action to approve a Facility Use Agreement between the City of Harlingen and the Harlingen United Futbol Club for use of fields Soccer Fields 1,2,3,4,5,6,7,8,9 and 10 at Harlingen Soccer Complex and authorize the City Manager to execute the agreement. Attachment **(Parks & Recreation)**
 - d) Consideration and possible action to approve a Facility Use Agreement between the City of Harlingen and the Harlingen National Baseball League Arroyo at Arroyo Park and authorize the City Manager to execute the agreement. Attachment **(Parks & Recreation)**

- e) Consideration and possible action to approve a Facility Use Agreement between the City of Harlingen and the Harlingen National Baseball and Softball League for use of the fields at Tom Wilson Youth Sports Complex and authorize the City Manager to execute the agreement. Attachment (**Parks & Recreation**)
 - f) Consideration and possible action to approve a Facility Use Agreement between the City of Harlingen and the Harlingen National Youth Football League for use of sports/football fields at Victor Park and authorize the City Manager to execute the agreement. Attachment (**Parks & Recreation**)
 - g) Consideration and possible action to approve a Facility Use Agreement between the City of Harlingen and the Harlingen Soccer League for use of the fields 7 and 8 at Harlingen Soccer Complex and authorize the City Manager to execute the agreement. Attachment (**Parks & Recreation**)
 - h) Consideration and possible action to approve a Facility Use Agreement between the City of Harlingen and the Rio Valley Amateur Soccer League for use of fields 1,2,3, at Vestal Park and authorize the City Manager to execute the agreement. Attachment (**Parks & Recreation**).
 - i) Consideration and possible action to approve a Facility Use Agreement between the City of Harlingen and the South Texas Little League for use of fields 1,2,3, 4, 5, and 6 at Pendleton Park and authorize the City Manager to execute the agreement. Attachment (**Parks & Recreation**).
 - j) Consideration and possible action to approve a Facility Use Agreement between the City of Harlingen and TYFA Harlingen Wolfpack for use of the lighted open space at Wilson Sports Complex and authorize the City Manager to execute the agreement. Attachment (**Parks & Recreation**).
 - k) Consideration and possible action to approve a Facility Use Agreement between the City of Harlingen and the HC Athletics-HASL for use of fields at Vestal Park and authorize the City Manager to execute the agreement. Attachment (**Parks & Recreation**).
 - l) Consideration and possible action to approve a Facility Use Agreement between the City of Harlingen and the Harlingen Texas Bronco/Pony League for use of fields Bronco, Mustang and Pony Fields at Victor Park and authorize the City Manager to execute the agreement. Attachment (**Parks & Recreation**).
- 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:
 - c) Presentation by Roland Vela-Drainage District #5 (DD5)
- 9) **Public Hearings:** *At this time, the Mayor will invite members of the public who have filled out the Public Hearing and the Citizen Communication Form to address each item listed in this section. Please limit your comments to the topic of that public hearing. If more than one public hearing is being held, you will be allowed to speak during each topic, provided you have filled out the Public Hearing and Citizen Communication Form for the appropriate topic. If you are signed up for two (2) or more Public Hearings, you will be limited to 5 minutes for all topics.*
- a) Public hearing for a Special Use Permit ("SUP") to allow a recycling center, ferrous in a Light Industry ("LI") District located at 1318 N. Commerce Street, bearing a legal description of 3.40

acres out of Block 1, Harlingen Land and Water Company Subdivision. Applicant: Nicole Ortiz. Attachment (**Planning & Development**).

- b) Public hearing for a rezoning request from Not designated ("N") District to General Retail ("GR") District located at 33470 FM 509, bearing a legal description of 1.75 acres out of Block 167, San Benito Land and Water Company Subdivision. Applicant: Raul Viramontes. Attachment (**Planning & Development**).
 - c) Public hearing for a Special Use Permit (SUP) to allow an event center with alcohol in a General Retail ("GR") District located at 350 N. Loop 499, bearing a legal description 2.72 acres out of 21.7986 acres out of Block 67, Harlingen Land and Water Company Subdivision. Applicant: Eduardo Peña. Attachment (**Planning & Development**).
 - d) Public hearing for a rezoning request from General Retail ("GR") District to Planned Development ("PD") District to allow a mixed-use development (commercial and multifamily) for properties bearing a legal description of 30.52-acre tract of land, more or less, out of Block 182, San Benito Land and Water Company Subdivision, Concepcion De Carricitos Grant, located northeast of Camelot Drive and Victoria Lane. Applicant: Berenice Chapa (Half Associates) c/o Economic Development Corporation of Harlingen, Inc. Attachment (**Planning & Development**).
 - e) Public hearing for a Special Use Permit (SUP) to allow the sale of alcoholic beverages for on-site consumption, in a General Retail ("GR") District, located at 211 N. Ed Carey Drive, bearing a legal description of Lot 3, Block 1, Dorris Subdivision Unit 1. Applicant: Richard Rivas c/o Panthers Petroleum III, LLC. Attachment (**Planning & Development**).
 - f) Public hearing for a Special Use Permit (SUP) to allow the loading/unloading of bulk liquid (ethanol) in a Light Industry ("LI") District located at 2201 N. Commerce Street, bearing a legal description of 23.4100 acres out of Block G, Survey 26, Boyce Tract. Applicant: Frank Cunningham c/o Saint Claire Group, Inc. 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 for a Special Use Permit ("SUP") to allow a recycling center, ferrous in a Light Industry ("LI") District located at 1318 N. Commerce Street, bearing a legal description of 3.40 acres out of Block 1, Harlingen Land and Water Company Subdivision. Applicant: Nicole Ortiz. Attachment (**Planning & Development**).
- b) Consideration and possible action to approve an ordinance on first reading for a rezoning request from Not designated ("N") District to General Retail ("GR") District located at 33470 FM 509, bearing a legal description of 1.75 acres out of Block 167, San Benito Land and Water Company Subdivision. Applicant: Raul Viramontes. Attachment (**Planning & Development**).
- c) Consideration and possible action to approve an ordinance on first reading for a Special Use Permit (SUP) to allow an event center with alcohol in a General Retail ("GR") District located at 350 N. Loop 499, bearing a legal description 2.72 acres out of 21.7986 acres out of Block 67, Harlingen Land and Water Company Subdivision. Applicant: Eduardo Peña. Attachment (**Planning & Development**).
- d) Consideration and possible action to approve an ordinance on first reading for a rezoning request from General Retail ("GR") District to Planned Development ("PD") District to allow a mixed-use development (commercial and multifamily) for properties bearing a legal description of 30.52 acre tract of land, more or less, out of Block 182, San Benito Land and Water Company Subdivision, Concepción De Carricitos Grant, located northeast of Camelot Drive and Victoria

Lane. Applicant: Berenice Chapa (Halff Associates) c/o Economic Development Corporation of Harlingen, Inc. Attachment. **(Planning & Development)**.

- e) Consideration and possible action to approve an ordinance on first reading for a Special Use Permit (SUP) to allow the sale of alcoholic beverages for on-site consumption, in a General Retail ("GR") District, located at 211 N. Ed Carey Drive, bearing a legal description of Lot 3, Block 1, Dorris Subdivision Unit 1. Applicant: Richard Rivas c/o Panthers Petroleum III, LLC. Attachment **(Planning & Development)**.
- f) Consideration and possible action to approve an ordinance on first reading for a request for a Special Use Permit (SUP) to allow the loading/unloading of bulk liquid (ethanol) in a Light Industry ("LI") District located at 2201 N. Commerce Street, bearing a legal description of 23.4100 acres out of Block G, Survey 26, Boyce Tract. Applicant: Frank Cunningham c/o Saint Claire Group, Inc. Attachment **(Planning & Development)**.
- g) Consideration and possible action to approve an ordinance on second and final reading to abandon and vacate an existing 20-foot utility easement located within Midway Subdivision, being a 0.30 acre out of Lots 1-9, Block 4, Midway Subdivision, located at 3744 N. Expressway 77. Applicant: Emiliano Rosel of Moore Land Surveying, LLC, c/o Harlingen Oak LLC. Attachment **(Planning & Development)**.
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- h) Consideration and possible action to approve the preliminary construction plans and final plat with conditions of the proposed Aloch II Subdivision, bearing a legal description of 1.959 acres of land out of 8.53 acres out of the South half of Block 23, of the amended Lon C. Hill Subdivision, located east of Rangerville Road, approximately 2,578.94 feet south of South Expressway 83. Applicant: Southpoint Surveying c/o Aloch Properties. Attachment **(Planning & Development)**.
- i) Consideration and possible action to approve the preliminary construction plans and final plat with conditions of the proposed Pelican's Landing Subdivision Phase IV, bearing a legal description of 8.65 acres of land out of Block 99, Wilson Tract Subdivision, located approximately 2,271.50 feet north of Wilson Road. Applicant: Moore Land Surveying, LLC c/o Har-Tex Construction, LLC. Attachment **(Planning & Development)**.
- j) Consideration and possible action to approve the preliminary construction plans and final plat with conditions of the proposed Tesoro Village Subdivision, bearing a legal description of a 20.00-acre tract of land, more or less, being the west 20.00 acres of Block Twenty-Nine (29), Palmetal Company Subdivision, located south of Grimes Road, approximately 5,138.57 feet west of FM 509. Applicant: Scheibe Consulting, LLC c/o Paul Daniec. Attachment **(Planning & Development)**.
- k) Consideration and possible action to approve the invoice from Cameron County Elections Department for the November 4, 2025, District 1, 2 and Mayor (At-Large) Regular City Elections. Attachment **(City Secretary)**.
- l) Consideration and possible action to approve the Filming Guidelines for the City of Harlingen, authorizing the City Manager to enter into agreements with entities seeking to film in Harlingen, Texas in support of the City's efforts to obtain Film Friendly Certification. Attachment **(CVB)**.
- m) Consideration and possible action to authorize the City Manager to execute an agreement with Cameron County Drainage District No. 6 (CCDD6) for the coordination and disposal of excavated material from the Hickory Hill Detention Pond Project. Attachment **(Engineering)**.
- n) Consideration and possible action to authorize the City Manager to award a construction contract for Bid No. 2026-02 for the Victor Park Improvements Project. Attachment **(Engineering)**.

- o) Consideration and possible action to authorize the City Manager to award Bid No. 2026-03 for a Supply Contract – Materials for the Street Improvement Project 2026. Attachment (**Engineering**).

11) **Board Appointments:**

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

Airport
Animal Shelter Advisory Committee (2)
Audit Committee (Terms expire in June)
Civil Service Commission
Community Development Advisory Board(CDBG)
Construction Board of Adjustments (3)
Convention & Visitors Bureau
Development Corporation of Harlingen, Inc.(HEDC)
Golf Course Advisory Board
Harlingen Community Improvement Board(4B)
Harlingen Housing Authority Board
Harlingen Finance Corporation (6)
Harlingen Teen and Young Adult Advisory Board (1)
Healthy Harlingen Advisory Board
Historic Preservation Committee
Keep Harlingen Beautiful Board
Library Advisory Board (1)
Mayor Wellness Council
Museum Advisory Board
Parks Advisory Board
Planning & Zoning Advisory Board (1)
Senior Citizens Advisory Board (1)
Tax Increment Finance Board 1, 2 & 3
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.*

- a) Discussion regarding potential economic development opportunities, redevelopment strategies, and possible negotiations relating to Project DMV property and surrounding commercial area, pursuant to Texas Government Code §551.087, and also consultation with the City Attorney regarding legal issues relating to Project DMV property and associated economic development matters, pursuant to Texas Government Code §551.071. (**City Manager**).

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.*

- a) Consideration and possible action regarding Item # 12(a) as discussed in Executive Session.

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 THURSDAY, MARCH 12, 2026, at or before 4:20 p.m. and remained so posted for at least three (3) business days preceding the time of said meeting.

Dated this 12th day of MARCH, 2026

Melida Gonzalez
For: Mayra Herrera, City Secretary

REGULAR MEETING

CITY COMMISSION

HARLINGEN, TEXAS

December 3, 2025

A Regular Meeting of the Harlingen City Commission was held December 3, 2025 at 5:32 PM, at City Hall, Town Hall Meeting Room, 118 E. Tyler, Harlingen, Texas and providing the public the ability to view the meeting via internet, live streaming and permitting the public to offer citizen communication or participate in items listed on the agenda via videoconferencing or telephonically via www.harlingentx.gov Those in attendance were:

Mayor and Commissioners

Mayor Norma Sepulveda
Mayor Pro-Tem Ford Kinsley
Daniel N. Lopez, Commissioner District 2
Michael Mezmar, Commissioner District 3
Frank Morales, Commissioner District 4
Rene Perez, Commissioner District 5

City Staff

Gabriel Gonzalez, City Manager
Mayra Herrera, City Secretary
Mark Sossi, City Attorney

1. **Call Meeting to Order**

- a) Invocation – Mayor Pro-Tem Lopez
- b) Pledge of Allegiance – Mayor Sepulveda
- c) Welcome Citizens – Mayor Sepulveda

2. **Conflict of Interest**

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

Mark Sossi, read the conflict of Interest and asked the Mayor and City Commissioners if they had a conflict on any item on the agenda. None declared.

3. **Announcements –**

- a) Mayor's Announcements – HWWS Boil Notice; Lighting of the Arroyo; Christmas Parade; Market Days
- b) City Manager's Announcements- Introduction of the Media Director – Rachel Saldana
- c) City Commission Member Announcements – Mayor Pro-Tem Lopez reminded citizens to check fire alarms and to be safe during the holiday season.

4. **Proclamation/Presentation of Awards:**

- a. Harlingen Animal Shelter Pet of the Week - "Peanut Butter" Male Lab-Mix
- b. Presentation of Recognition- Harlingen High School South "Hawks" Water Polo Team
- c. Presentation of Proclamation – Sunshine Haven "25th Anniversary Celebration"
- d. Presentation of Proclamation – Guadalupe (Lupita) Mancillas Armendariz

5. **Citizen Communication:**

- DawnRae Leonard – Airport
- Raymond Reyes – Effect use of resources and modernization
- Robert Leftwich - Process
- Diana Padilla – 1319 Pebble Beach Appeal

- Desi Martinez – Agenda 10(l)

6. **Approval of Minutes:**

- a) Regular Meeting of August 20, 2025

Motion was made by Mayor Pro-Tem Lopez and seconded by Commissioner Perez to approve minutes for Regular Meeting of August 20, 2025. Motion Carried Unanimously.

7. **Consent Agenda:**

- a) Consideration and possible action to adopt an ordinance on second and final reading approving the Comprehensive Plan, Downtown Plan, and Parks Plan, to serve as the official plans for the City of Harlingen in accordance with Chapter 213 of the Texas Local Government Code.

ORDINANCE NO. 2025 - 61

AN ORDINANCE OF THE CITY OF HARLINGEN, TEXAS, CALLING A PUBLIC HEARING TO BE HELD JOINTLY BY THE CITY COMMISSION AND THE PLANNING AND ZONING COMMISSION REGARDING THE ADOPTION OF THE COMPREHENSIVE, DOWNTOWN, AND PARKS PLANS TO BECOME EFFECTIVE UPON THEIR PASSAGE AND APPROVAL.

PASSED AND APPROVED on first reading this the 13th day of November 2025.

PASSED AND APPROVED on the second and final reading this the 3rd day of December 2025

ATTEST:

/s/ Mayra Herrera, City Secretary

CITY OF HARLINGEN

/s/ Norma Sepulveda,

Mayor

- b) Consideration and possible action to approve a resolution approving a retroactive submission for the Housing for Texas Heroes Program from the Texas Veterans Commission.
- c) Consideration and possible action to approve a resolution authorizing the Special Projects Director to accept a grant award from the Texas Department of Transportation – Selective Traffic Enforcement Program – Impaired Driving Mobilization
- d) Consideration and possible action to approve a resolution approving a retroactive submission for the General Assistance Grant Program — Financial Assistance Grant Application from the Texas Veterans Commission
- e) Review and approval of Investment Reports for the City of Harlingen for the quarter ending September 30, 2025.

Motion made by Commissioner Perez and seconded by Mayor Pro-Tem Lopez to approve remaining items 7a-e. Motion carried unanimously.

8. **Staff Reports and Other Discussion Items:**

- a) City Manager's Report – None
- b) Staff Reports – None

9. **Public Hearings:**

Mayor Sepulveda announced that Items 9a are public hearings, and anyone wishing to speak for or against these items may do so.

- a) Public hearing for a rezoning request from Office ("O") District to General Retail ("GR") District located at 1616 & 1620 N. Ed Carey Drive, bearing a legal description of Lot 9, Medical Subdivision. Applicant: RGV Plaza, LLC Attachment (**Planning & Development**)

Item 9 (a) -None.

- b) Public hearing for a rezoning request from Not Designated ("N") District to General Retail ("GR") District for 13.58 acres of land out of Survey 140, L.L. Adams Subdivision, located south of Wilson Road, approximately 4,800.46 feet east of Bass Boulevard. Applicant: Moore Land Surveying LLC c/o Zarate Home Designs Attachment (Planning & Development)

Item 9 (b) – None.

- c) Public hearing regarding a request to consider an appeal of the decision of the Planning and Zoning Commission on First Reading of denying the request to amend the previously approved Planned Development ("PD") District to allow a second detached dwelling unit for a property located at 3319 Pebble Beach Drive, bearing a legal description of Lot 8, Blocks 5 & 6, Treasure Hills Country Club Subdivision. Applicant: Fernando Pecina. Attachment (Planning & Development)

Item 9 (c) - None.

- d) Public hearing to amend Chapter 111 Zoning, Sections 111-1, 111-62, 111-275 and 111-280 of the Code of ordinances to authorize model homes/model home sales offices and home identification signs in residential, single-family (R-1) and planned development (PD) zoning districts; providing for a severability clause; and establishing an effective date. Attachment(Planning & Development)

Item 9 (d) – None.

There being no comments from the public, Mayor Sepulveda closed the public Hearings.

10. Action Items

Ordinances:

- a) Consideration and possible action to approve an ordinance on first reading for a rezoning request from Office ("O") District to General Retail ("GR") District located at 1616 & 1620 N. Ed Carey Drive, bearing a legal description of Lot 9, Medical Subdivision. Applicant: RGV Plaza, LLC. Attachment (Planning & Development)

Motion was made by Mayor Pro-Tem Lopez seconded by Commissioner Perez to approve an ordinance on first reading for a rezoning request from Office ("O") District to General Retail ("GR") District located at 1616 & 1620 N. Ed Carey Drive, bearing a legal description of Lot 9, Medical Subdivision. Motion carried unanimously.

- b) Consideration and possible action to approve an ordinance on first reading for a rezoning request from Not Designated ("N") District to General Retail ("GR") District for 13.58 acres of land out of Survey 140, L.L. Adams Subdivision, located south of Wilson Road, approximately 4,800.46 feet east of Bass Boulevard. Applicant: Moore Land Surveying LLC C/o Zarate Home Designs. Attachment. (Planning & Development)

Commissioner Perez asked if Ana knew what would be going up in the plaza.

Planning and Zoning Director, Ana Hernandez, replied that they were only advised it would be commercial.

Motion was made by Mayor Pro-Tem Lopez seconded by Commissioner Perez to approve an ordinance on first reading for a rezoning request from Not Designated ("N") District to General Retail ("GR") District for 13.58 acres of land out of Survey 140, L.L. Adams Subdivision, located south of Wilson Road, approximately 4,800.46 feet east of Bass Boulevard. Motion carried unanimously.

- 1 c) Consideration and possible action regarding a request to consider an appeal of the decision of the
2 Planning and Zoning Commission on First Reading of denying the request to amend the previously
3 approved Planned Development ("PD") District to allow a second detached dwelling unit for a
4 property located at 3319 Pebble Beach Drive, bearing a legal description of Lot 8, Blocks 5 & 6,
5 Treasure Hills Country Club Subdivision. Applicant: Fernando Pecina Attachment (Planning &
6 Development)

7
8 Mayor began conversation by addressing that there was a concern about telling the citizens what
9 they can and cannot do on their own property.

10 Mayor Pro-Tem stated that he was under the impression that Texas water and administrative codes
11 are what cause the restrictions to be discussed and appealed

12
13 Motion was made by Commissioner Mezmar seconded by Commissioner Morales to
14 consider an appeal of the decision of the Planning and Zoning Commission on First Reading of
15 denying the request to amend the previously approved Planned Development ("PD") District to
16 allow a second detached dwelling unit for a property located at 3319 Pebble Beach Drive, bearing
17 a legal description of Lot 8, Blocks 5 & 6, Treasure Hills Country Club Subdivision. Motion carried
18 unanimously. Commissioner Cavazos-Gamez abstained from voting

- 19
20 d) Consideration and possible action to approve an ordinance on first reading amending Chapter 111
21 Zoning, Sections 111-1, 111-62, 111-275 and 111-280 of the Code of Ordinances to authorize
22 model homes/model home sales offices and home identification signs in residential, single-family
23 (R-1) and planned development (PD) zoning districts; providing for a severability clause; and
24 establishing an effective date.

25
26 Motion was made by Commissioner Pro-Tem Lopez seconded by Commissioner Perez to
27 approve an ordinance on first reading amending Chapter 111 Zoning, Sections 111-1, 111-62, 111-
28 275 and 111-280 of the Code of Ordinances to authorize model homes/model home sales offices
29 and home identification signs in residential, single-family (R-1) and planned development (PD)
30 zoning districts; providing for a severability clause; and establishing an effective date. Motion
31 carried unanimously.

- 32
33 e) Consideration and possible action to approve the purchase of one truck for the Planning and
34 Development Department.

35
36 Motion was made by Mayor Pro-Tem Lopez seconded by Commissioner Perez to approve
37 the purchase of one truck for the Planning and Development Department. Motion carried
38 unanimously.

- 39
40 f) Consideration and possible action to approve the purchase of one truck for the Planning and
41 Development Department.

42
43 Motion was made by Mayor Pro-Tem Lopez seconded by Commissioner Perez to approve
44 the purchase of one truck for the Planning and Development Department. Motion carried
45 unanimously.

- 46
47 g) Consideration and possible action to approve the purchase of twenty-four (24) solar-powered trail
48 lights for City Lake Park in the amount of \$49,990.00.

49
50 Mayor Pro-Tem Lopez wants to make an amendment to say that if there is a cheaper option, choose
51 to go with the cheaper option, but still agree to approve the motion with the condition in mind.

52
53 Motion was made by Commissioner Mezmar seconded by Commissioner Morales to
54 approve the purchase of twenty-four (24) solar-powered trail lights for City Lake Park in the amount
55 of \$49,990.00. Motion carried unanimously.

- 1 h) Consideration and possible action to authorize the City Manager to execute a Memorandum of
2 Understanding (MOU) with the Rio Grande Valley Metropolitan Planning Organization (RGVMPO)
3 regarding the distribution and maintenance of bicycle and pedestrian counter equipment.
4

5 Motion was made by Mayor Pro-Tem Lopez seconded by Commissioner Mezmar to
6 execute a Memorandum of Understanding (MOU) with the Rio Grande Valley Metropolitan Planning
7 Organization (RGVMPO) regarding the distribution and maintenance of bicycle and pedestrian
8 counter equipment Motion carried unanimously.
9

- 10 i) Consideration and possible action to authorize the Interim City Manager to execute the Drainage
11 Easement Deed Conveyance from Harlingen Irrigation District No. 1 to the City of Harlingen.
12

13 Commissioner Morales opened discussion by questioning where the funds would be coming from
14 for this action item
15

16 Robert Hernandez advised that the cost would be coming from the irrigation district.
17

18 Mayor Asked the City Attorney if the discussion was permissible.
19

20 City Attorney stated that the point in which the conversation was currently at would be fine for
21 release but any other conversation had would have to be had in executive chambers.
22

23 Mayor Pro-Tem motioned to go into executive session to ask more about this specific item.
24 Seconded by Commissioner Mezmar.
25

26 Mayor Sepulveda announced that Commissioner would be retiring into executive session @
27 6:33pm.
28

29 Motion was made by Commissioner Mezmar seconded by Commissioner Perez to
30 authorize the Interim City Manager to execute the Drainage Easement Deed Conveyance from
31 Harlingen Irrigation District No. 1 to the City of Harlingen with the amendment of the Language at
32 the end of the ordinance to reflect and state "subject to legal approval". Motion carried
33 unanimously.
34

- 35 j) Consideration and possible action to approve a resolution, authorizing the Interim City Manager to
36 execute the Advance Funding Agreement (AFA) for the Arroyo Colorado Phase 4 Project with the
37 Texas Department of Transportation (TxDOT) and to approve payment of the required Direct State
38 Costs to TxDOT.
39

40 Commissioner Mezmar stated the specifics of the action and ask if there would be the "taking" of
41 any citizens homes in the surrounding areas.
42

43 Robert Hernandez confirmed that there would be no homes affected.
44

45 Motion was made by Mayor Pro-Tem Lopez seconded by Commissioner Perez to (include
46 exact wording of item.) Motion carried unanimously.
47

- 48 k) Consideration and possible action to approve a resolution accepting the top nominees on the
49 Official Ballot submitted by the Cameron Appraisal District to the City of Harlingen.
50

51 Interim City Manager Garcia reiterated what is being asked of through this action item that Cameron
52 County is asking commission to cast their votes on the official ballot submitted by them. City is
53 authorized to cast a total of 98 votes all to one nominee or spread them amongst all the nominee's
54 on the ballot.

1 Motion was made by Mayor Sepulveda seconded by Commissioner Mezmar to use all the
2 votes of the commission to help Commissioner David Garza on the Official Ballot submitted by the
3 Cameron Appraisal District to the City of Harlingen. Motion carried unanimously.
4

- 5 l) Discussion and possible action to appoint a new board member to the Cameron County Emergency
6 Communication District Board position to represent the City of Harlingen.
7

8 Mayor Pro-Tem Lopez nominated chief Alvear to the position, seconded by Commissioner
9 Perez. Motion carried unanimously.
10

- 11 m) Consideration and possible action to appoint a new board member to the South Texas Emergency
12 Care Foundation Board of Directors.
13

14 Mayor Sepulveda stated that she would be happy to take the place on this board if need be.
15

16 Commissioner Mezmar stated he has insight on this board due to his previous education and
17 experience as a nurse practitioner, he would be happy to fill the position as well.
18

19 Mayor did confirm that she is already in constant communication with different members on the
20 board due to different situations happening throughout the city.
21

22 Motion was made by Commissioner Morales to nominate Commissioner Mezmar to this
23 position, seconded by Mayor Pro-Tem Lopez. Motion carried unanimously.
24

25 **11. Board Appointments:**
26

27 Commissioner Cavazos-Gamez- Reappointed Trey Peacock to Development Corporation;
28 Reappointed Robert Grider to Golf Advisory Board
29

30 Mayor- Appointed Noemi Cisneros to Parks Advisory Board replacing Ernesto Cisneros;
31 Reappointed Dr. Martha Cano and Ruben Pena to Airport Board
32

33 Motion was made by Commissioner Perez and seconded by Mayor Pro-Tem Lopez to approve all the
34 re-appointments and appointments. Motion carried unanimously.
35

36 **12. Executive Session:**
37

- 38 a. Pursuant to Tx. Govt Code Section 551.072 — deliberation regarding the purchase,
39 exchange or lease of real property.
40

41 Motion was made by Mayor Pro-Tem Lopez and seconded by Commissioner Cavazos-Gamez to go
42 into executive session. Motion carried unanimously.
43

44 At 6:57pm., Mayor Sepulveda announced the City Commission would convene into Executive
45 Session to discuss Item 12a.
46

47 **13. Action on Executive Session Items:**

48 At 7:19pm, Mayor Sepulveda announced the City Commission had completed its Executive Session and
49 declared the meeting open to the public.
50

- 51 a. Pursuant to Tx. Govt Code Section 551.072 — deliberation regarding the purchase,
52 exchange or lease of real property.
53

54 Motion was made by Mayor Pro-Tem Lopez and seconded by Commissioner Perez on Item 12a to
55 Proceed as discussed in executive session. Motion carried unanimously.
56

14. **Adjournment:**

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

City of Harlingen

ATTEST:

Norma Sepulveda, Mayor

Mayra Herrera, City Secretary

7(2)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **March 18, 2026**

Agenda Item:

Consideration and possible action to approve a resolution authorizing the acceptance of a grant award from the Office of the Governor FY 2026 Bullet-Resistant Components for Law Enforcement Vehicles Grant Program. Attachment (*Special Projects Department*).

Prepared By: Ana Hernandez, Mobility & Special Projects Director

Brief Summary:

The Harlingen Police Department has been awarded \$65,515.20 to equip certain Harlingen Police Department patrol units with bullet-resistant components such as windshields, side glass windows and armor panels. There is no match for this grant. The grant cycle is from 03/01/2026 to 02/28/2027.

State funds for these projects are authorized by H.B. 2217 Section 772.013 passed during the 89th Regular Session and appropriated under H.B. 500 Section 1.34 for Trusteed Programs within the Office of the Governor.

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: Funding will derive from reimbursement request(s) to the Office of the Governor.

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

Staff Recommendation:

Staff recommends acceptance of the grant award. *6/6*

City Manager approval:

Comments:

City Attorney's approval:

Mar 18

RESOLUTION NO. 2026 - __

**A RESOLUTION AUTHORIZING THE SPECIAL PROJECTS
DIRECTOR TO ACCEPT A GRANT AWARD FROM THE OFFICE OF
THE GOVERNOR FY 2026 BULLET RESISTANT COMPONENTS
FOR LAW ENFORCEMENT VEHICLES GRANT PROGRAM**

WHEREAS, State funds for these projects are authorized by H.B. 2217 Section 772.013 passed during the 89th Regular Session and appropriated under H.B. 500 Section 1.34 for Trusteed Programs within the Office of the Governor.

WHEREAS, the Harlingen City Commission finds it in the best interest of the residents of Harlingen, Texas, to accept a grant award of \$65,515.20 to equip certain Harlingen Police Department patrol units with bullet-resistant components.

WHEREAS, the Harlingen City Commission agrees that in the event of loss or the misuse of the Texas Office of the Governor funds, the Harlingen City Commission assures that the funds will be returned to the Office of the Governor in full; and,

WHEREAS, the City Commission designates the Mobility & Special Projects Director as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the City of Harlingen,

WHEREAS, the City Commission designates the Finance Director as the grantee's financial officer. The financial officer is given the power to submit financial and/or programmatic reports or alter a grant on behalf of the applicant agency.

NOW, THEREFORE, BE IT RESOLVED, that the Harlingen City Commission approves the acceptance of a grant award from the Office of the Governor, FY 2026 Bullet-Resistant Components for Law Enforcement Vehicles Grant Program.

CONSIDERED AND ADOPTED this 18th day of March 2026 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:

Mayra Herrera, City Secretary

Grant Number 5652601

**AGENDA ITEM
EXECUTIVE SUMMARY**

7(b)

Meeting Date: **March 18th 2026**

Agenda Item:

Consideration and possible action authorizing the City Manager to execute Flock Safety Mobile Security Trailer Agreement between the City of Harlingen and Flock Safety. Attachment (**Police Department**)

Prepared By (Print Name): Ana Hernandez, AICP, CNU-A
Title: Planning and Development Director/
Special Projects Director

Signature: *Ana Hernandez*

Brief Summary:

The Harlingen Police Department, through the FY26 Operation Lonestar grant approved by the City Commission on 10/20/2025, has received funding to purchase a Flock Safety Mobile Security Trailer (\$25,000.00). The security trailer includes cameras that can be used to deter crime, monitor a location, and support certain public safety investigations, to the extent permitted by law. The agreement details the general terms of delivery and service.

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: Funding will be derived from reimbursement requests to the Office of the Governor.

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

Staff Recommendation:

Staff recommends execution of the agreement.

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

Comments:

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

Flock Safety + TX - Harlingen PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Kevin Cutler
kevin.cutler@flocksafety.com
+1310.3076009

Quote Number: Q-127395
Expiration Date: 03/29/2025

flock safety

flock safety

EXHIBIT A ORDER FORM

Customer: TX - Harlingen PD
 Legal Entity Name: TX - Harlingen PD
 Accounts Payable Email: invoices@harlingentx.gov
 Address: 1018 Fair Park Blvd Harlingen, Texas 78550

Initial Term: 12 Months
 Renewal Term: 12 Months
 Payment Terms: Net 30
 Billing Frequency: Annual Plan - Invoiced at First Camera Validation
 Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Flock Safety Platform				\$67,000.00
Flock Safety LPR Products				
Flock Safety LPR, fka Falcon	Included	4	Included	
Flock Safety LPR, fka Falcon	Included	4	Included	
Flock Safety LPR, fka Falcon	Included	1	Included	
Solar Long-Range LPR, fka Solar Falcon LR	Included	3	Included	
Flock Safety Video Products				
Flock Mobile Security Trailer - Subscription	Included	1	Included	

Professional Services and One Time Purchases

One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	4	\$2,600.00
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	4	\$600.00
Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region	\$1,250.00	1	\$1,250.00
Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region	\$1,250.00	3	\$3,750.00
Subtotal Year 1:			\$75,200.00
Annual Recurring Subtotal:			\$67,000.00
Estimated Tax:			\$0.00
Contract Total:			\$75,200.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Billing Schedule

Year 1	
AI First Camera Validation	\$75,200.00
Annual Recurring after Year 1	\$67,000.00
Contract Total	\$75,200.00

*Tax not included

Discounts

Discounts Applied	Amount (\$)
Flock Safety Platform	\$0.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users
Solar Long-Range LPR, fka Solar Falcon LR	Law enforcement grade, long range and high vehicle speed license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users, with LTE. Solar Power only
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief
Professional Services - Existing Infrastructure Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment of existing vertical infrastructure location, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief
Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region	MASH tested pole that meets DOT crashworthiness requirements. Includes materials, installation, and maintenance
Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region	MASH tested pole that meets DOT crashworthiness requirements. Includes materials, installation, and maintenance
Flock Mobile Security Trailer - Subscription	Mobile Security Trailer package provides the Flock technology to deter crime and capture evidence through - Blue Deterrence Light - 2 x PTZ Video Camera - 1 360 Degree Multisensor Camera - Audio Talk Down

**TRAILER AS A SERVICE PROGRAM FOR
FLOCK SAFETY MOBILE SECURITY TRAILERS**

WHEREAS, Customer has an interest in employing a public safety device to assist with deterring criminal activity and to assist with certain public safety investigations, to the extent permitted by law;

WHEREAS, Flock Safety offers a mobile security deterrence package to be considered part of the ("Flock Services");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer and Flock agree as follows:

1. GENERAL TERMS OF DELIVERY AND SERVICE.

1.1 Mobile Security Trailer Deterrence Package. By executing this document, the Customer hereby agrees to utilize a mobile security trailer deterrence package, an infrastructure-free public safety solution designed to provide a public safety presence to deter crime while capturing evidence for potential criminal investigation ("Flock Safety Mobile Security Trailer"). The Flock Safety Mobile Security Trailer shall include certain agreed-upon trailer hardware ("Trailer Hardware"), integrated Flock Hardware, and other key features as listed and agreed upon in the Order Form including access to the FlockOS® software.

1.2 Delivery. The delivery of the Flock Safety Mobile Security Trailer shall be made at the location as specified in the relevant sales order or as otherwise agreed upon in writing by the Parties. ("Delivery Point"). Delivery of the Flock Safety Mobile Security Trailer to the agreed-upon Delivery Point shall be entirely at Flock's (as defined below) risk and expense. The sales order shall include the shipping terms, all required business information of the Customer, the shipping address, and if applicable, the shipment address of the certificate of origin related to an order ("Sales Order"). If for any reason the Customer fails to accept delivery of the Flock Safety Mobile Security Trailer in accordance with the terms provided in the Sales Order, or if delivery of the Flock Safety Mobile Security Trailer cannot be completed at the Delivery Point within a reasonable time after the delivery date owing to any act or omission of Customer or its representatives, including without limitation the failure to provide appropriate instructions, documents, or authorizations: (i) Customer shall bear the risk of loss to the Flock Safety Mobile Security Trailer; and (ii) the Flock Safety Mobile Security Trailer shall be deemed to have been delivered. Once the Flock Safety Mobile Security Trailer is made available at the Delivery Point, Customer is responsible for any resulting use of the Flock Safety Mobile Security Trailer by all Authorized Users and all third parties who may gain access to the same. In the event that Customer disassembles the Flock Safety Mobile Security Trailer for any reason, Flock shall bear no responsibility for reassembly.

1.3 Trailer Hardware. The Parties hereby acknowledge and agree that: A) Flock Safety expressly disclaims any implied warranty as to the fitness for a particular purpose and any other warranties, implied or otherwise, related to the Trailer Hardware; B) Flock Safety shall maintain full ownership of the Trailer Hardware and the Trailer Hardware shall be subject to the terms and conditions set forth in the Agreement; and C) The Customer shall be responsible for providing Flock Safety with prompt written notice requesting warranty claim support within a commercially reasonable amount of time from when the Customer has actual or constructive knowledge of the need for support and/or maintenance; D) Customer agrees to immediately notify Flock Safety of any accident or event of loss or damage involving the Trailer Hardware; and E) any such notification shall include any information as may be pertinent to Flock's investigation of such accident, loss, or damage, or information which Flock may reasonably require.

1.4 Flock Hardware. The Parties hereby agree and acknowledge that: A) Flock Safety Hardware as listed and agreed upon under the Order Form shall be subject to the terms and conditions set forth in the Agreement; B) Flock Safety maintains ownership of all the Flock Hardware; C) Flock Safety shall be fully responsible for supporting the hardware and software components related to the Flock Hardware including but not limited to

troubleshooting, warranty claim support, and other related or corresponding activities as set forth in the Agreement; **D)** Customer agrees to immediately notify Flock Safety of any accident or event of loss or damage involving the Flock Hardware; and **E)** any such notification shall include any information as may be pertinent to Flock's investigation of such accident, loss, or damage, or information which Flock may reasonably require.

1.5 Risk of Loss. Customer assumes and shall bear the entire risk of loss, damage to, theft or destruction of, all Flock Hardware. LOSS OR DAMAGE TO THE FLOCK HARDWARE, OR ANY PART OF IT, SHALL NOT RELIEVE CUSTOMER OF ANY OBLIGATION UNDER THE AGREEMENT. Customer's obligations with respect to this Section shall commence upon delivery of the Flock Safety Mobile Security Trailer.

2. FLOCK SAFETY FEES. The Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form.

3. TERM. Unless otherwise indicated on the Order Form, the term of this Addendum shall be deemed to have commenced as of the Effective Date of the Agreement and shall continue until terminated as provided under the Agreement (the "**Term**").

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: TX - Harlingen PD

By: _____

By: _____

Name: _____

Name: ALFREDO ALVAREZ

Title: _____

Title: CHIEF OF POLICE

Date: _____

Date: 3/4/26

PO Number: _____

76

**AGENDA ITEM
EXECUTIVE SUMMARY**

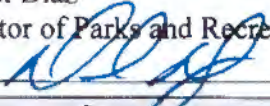
Meeting Date: **March 18th, 2026**

Agenda Item:

Consider and take action to approve a Facility Use Agreement between the City of Harlingen and the Harlingen United Futbol Club for use of fields Soccer Fields 1,2,3, 4, 5, 6, 7, 8, 9, and 10 at the Harlingen Soccer Complex and authorize the City Manager to execute the agreement.

Prepared By: Daniel Diaz

Title: Director of Parks and Recreation

Signature: 

Summary:

Summary

All required documents from the Harlingen United Futbol Club are on file with the City Parks and Recreation office including their current list of board members, the league by-laws, a copy of their 501c3 certification status, and Certificate of Insurance.

The Park and Recreation Advisory Board met on September 16, 2025, and voted to recommend approving the agreement with standard conditions for an additional year.

AFTER Board action, staff added provisions clarifying that:

IV. N - City Authority & Expectations

The Parks and Recreation Director may override or modify the LEAGUE's schedule to allow public access, City programs, or other uses in the community's best interest. All facilities are owned by the CITY. The CITY retains ultimate authority over access and use at all times.

Use is limited to league-related activities and approved concessions unless otherwise authorized in writing by the Parks and Recreation Director.

The LEAGUE shall not interfere with citizen access to open areas or other portions of the facility not assigned for scheduled league play or practice.

The LEAGUE is responsible for the behavior of officers, members, coaches, players, volunteers, spectators, and guests. Any misconduct, unlawful behavior, or negative impact on the CITY is a breach of this Agreement.

VIII.

Additionally, the CITY may immediately terminate this Agreement, without opportunity to cure, for any of the following:

Violence, threats, illegal activity, or disorderly conduct;

Conduct by the LEAGUE, its officers, members, coaches, players, volunteers, spectators, or guests that brings disrepute, embarrassment, or negative attention to the CITY;

Repeated interference with citizen access to facilities outside of scheduled league play or practice;

Failure to maintain required insurance coverage.

Use of CITY facilities is a privilege granted by this Agreement and may be revoked for cause. It is not a vested right.

XII. CONDITION OF PREMISES; DAMAGE; RESTORATION; RISK ALLOCATION

A. Condition of Premises; No Warranty.

The LEAGUE acknowledges that it has inspected the facilities and accepts them in their present condition, "AS IS," without representation or warranty by the CITY, express or implied, as to suitability, fitness, or condition. The CITY makes no warranty that the facilities will remain in any particular condition during the term of this Agreement, and all use is at the LEAGUE's sole risk.

B. Protection of Turf, Infield, Irrigation, and Improvements.

The LEAGUE shall exercise reasonable care to prevent damage to all turf areas, infields, irrigation systems, drainage systems, fencing, lighting, bleachers, dugouts, scoreboards, utilities, and all other improvements located on the premises. The LEAGUE shall not permit overuse of fields under wet conditions, unauthorized vehicle access, staking, drilling, trenching, driving

posts, or any ground penetration without prior written approval of the Parks and Recreation Director. The CITY may suspend play or close fields at its sole discretion to prevent damage or allow turf recovery.

C. Responsibility for Damage Beyond Ordinary Wear.

The LEAGUE shall be responsible for and shall promptly reimburse the CITY for the full cost of repair or replacement of any damage to the facilities caused by the LEAGUE, its officers, members, coaches, players, volunteers, vendors, contractors, spectators, or guests, excluding ordinary wear and tear resulting from authorized use. The CITY's determination of whether damage exceeds ordinary wear and tear shall be final unless clearly arbitrary.

D. Restoration Obligation.

Upon termination or expiration of this Agreement, the LEAGUE shall return the facilities to the CITY in substantially the same condition as received, reasonable wear and tear excepted. If restoration is required, the CITY may perform such work and invoice the LEAGUE for all associated costs, including labor, materials, equipment usage, and administrative expenses.

E. No Property Interest; Revocable License.

This Agreement grants only a revocable license to use designated facilities and does not convey any leasehold, possessory, or property interest. The CITY retains exclusive control over the premises at all times. Any improvements, fixtures, or attachments installed by the LEAGUE shall become the property of the CITY unless otherwise expressly agreed in writing.

F. Risk of Loss; No City Liability for Property.

The CITY shall not be responsible for loss, theft, or damage to equipment, inventory, concession supplies, signage, or personal property belonging to the LEAGUE or any third party. All such property is stored and used at the LEAGUE's sole risk.

G. Compliance With Safety and Field Protection Directives.

The LEAGUE shall immediately comply with any directive issued by the Parks and Recreation Director concerning field preservation, safety protocols, weather-related closures, or corrective maintenance practices. Failure to comply shall constitute a material breach of this Agreement.

H. Environmental and Hazardous Materials.

The LEAGUE shall not store, release, or dispose of fuel, chemicals, fertilizers, herbicides, cleaning solvents, or hazardous substances on CITY property without prior written approval. Any contamination caused by the LEAGUE shall be promptly remediated at its sole expense.

I. Field Recovery Periods.

The CITY reserves the right to impose rest periods, limit tournament scheduling, cap game counts, or restrict consecutive usage days in order to protect turf integrity and irrigation systems. Such determinations shall be within the CITY's sole discretion and shall not constitute a breach of this Agreement.

Staff is recommending approval of this agreement as presented.

Staff Recommendation:

Staff recommends approval of the contract as presented and authorize the City Manager to execute the agreement.

City Manager's approval:

GG



Yes



No



N/A

Comments:

City Attorney's approval:

☒

Yes

☐

No

☐

N/A

STATE OF TEXAS ****

COUNTY OF CAMERON ****

CITY OF HARLINGEN ****

**FACILITY USAGE AGREEMENT FOR
Harlingen United Futbol Club**

I. WITNESS this Facility Usage Agreement hereby entered into this 18th day of March, 2026, between the CITY OF HARLINGEN, a Municipal Corporation situated in Cameron County, Texas, and acting herein by and through its duly authorized City Manager and its City Secretary, hereinafter designated as CITY, and Harlingen United Futbol Club, hereinafter designated as the LEAGUE.

The CITY hereby grants usage to the LEAGUE for play on Soccer Fields 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10 at the Harlingen Soccer Complex located at 4515 E. Harrison in Harlingen, Texas. Use of these fields by the LEAGUE shall be permitted Monday through Sunday for league practices and regularly scheduled games, subject to scheduling approval by the Parks and Recreation Director. However, Fields 7 and 8 are reserved for another permitted soccer league on Sundays and are not included in this Agreement for Sunday use. Tournaments or special events shall not be conducted without prior written approval from the Parks and Recreation Director. Contract is solely for fields/facilities agreed upon in contract. Any open green space at City Park is open and available to the public on a first come first served basis.

II. The term of the Agreement is as follows: Starting March 18, 2026, ending September 30, 2026.

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

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

- A. The Parks and Recreation Director will assign all facilities as deemed appropriate in his/her sole discretion considering all relevant factors. Use of the facility shall

be limited to the dates and hours of scheduled LEAGUE activities as filed with and subject to approval by the Parks and Recreation Director.

A.1 Use of the Harlingen Soccer Complex by the LEAGUE shall be permitted Monday through Sunday on Fields 1 through 10; however, Fields 7 and 8 shall not be scheduled or used by the LEAGUE on Sundays, as those fields are reserved for another permitted soccer league.

- B. The basic use of said facility by the LEAGUE shall be for the purpose of promoting, training and playing Soccer and the operation of the concessions incidental to such activities.
- C. LEAGUE will not use the facility for any activities other than the basic use described above and related scheduled the LEAGUE activities without prior consent of the Parks and Recreation Director.
- D. The LEAGUE will not use the facility for any unlawful purposes. The LEAGUE agrees to comply with all CITY ordinances and regulations and the laws of the State of Texas.
- E. Concession operations must meet all applicable CITY health codes and any other requirements of the CITY in this regard including, but not limited to:
 - 1. Alcoholic beverages in all Municipal Parks are prohibited.
 - 2. Sale of any items in glass containers is prohibited.
- F. The LEAGUE shall discourage unsafe practices. The LEAGUE is prohibited from offering any reward, discount or free concession food or beverage items in exchange for the return of lost balls—*when applicable*.
- G. It is further covenanted and agreed that no concession on said facility will be granted by the LEAGUE to any person(s), corporation or other entity without prior written approval of the Parks and Recreation Director.
- H. CITY shall have the right to make the facility available, subject to the approved LEAGUE schedule (inclusive of any rainout or other rescheduled dates), to any CITY, school, civic group, or association which desires the use of said facility for any event or program for CITY, non-profit, and/or charitable purposes; provided that any such use shall not conflict with a previously scheduled game or other permitted event or program. Use of a facility for above mentioned uses shall be subject to CITY policies regarding such activities and to prior approval by Parks and Recreation Director.
- I. Prior to the execution of this Agreement, CITY and the LEAGUE shall inspect the

facility and prepare a list of necessary repairs, if any, attached to a statement of general conditions of the facility.

- J. CITY shall have the right to take over/use any of these facilities in the event of public necessity, declared emergency, or other public need.
- K. The LEAGUE shall bear all costs incidental to operation of said the LEAGUE hereunder except as noted below:
 - 1. CITY shall maintain grass facility areas by providing watering, fertilizing, and mowing. Said services shall be provided only on normal work days and during normal work hours. The CITY shall square, and mark fields at the beginning of the season and the LEAGUE shall drag and/or mark fields from that point forward. The Exceptions to the provisions in this paragraph "1." shall be for the LEAGUE sponsored regional and/or national tournaments as deemed appropriate by the Parks and Recreation Director. Said tournaments shall be of a nature that has both an economic and tourism impact on the City.
 - 2. Where installed, CITY agrees to provide utilities (except as noted in #3 below); maintain goals, lights, fence and bleachers.
 - 3. If applicable, the LEAGUE shall maintain, at the LEAGUE expense, any scoreboard, if present, its attendant cables, controls, etc. and the LEAGUE shall own and maintain, at its expense, any public address system used.
 - 4. The LEAGUE shall provide at own expense (when applicable), umpires, officials, scoreboard operators.
 - 5. The LEAGUE is responsible for picking-up any and all trash generated or created by any aspect of the LEAGUE operation and use of CITY facilities, including, but not limited to, attendance at LEAGUE events and concession sales.
 - 6. If applicable, the LEAGUE is responsible for cleaning and minor plumbing issues (i.e. clogs in sinks, urinals, or toilets) at facility restrooms and concessions including before, during and after league games, tournaments and any other club associated events, except restrooms not under the exclusive control of the league. The LEAGUE shall provide restroom cleaning supplies paper products, and hand soap for dispensers.
 - 7. In the event of storms, hurricanes, high winds, or any other act of God, the

LEAGUE is responsible for the removal of all their signage and sponsor boards from fences at their designated areas of play or operation.

8. The LEAGUE shall submit yearly composition of board to include one Parent/Participant representative. (City representative will be allowed to attend.)
9. The LEAGUE shall conduct 2 in season board meetings open to the public/participants/parents.
10. The LEAGUE is recommended to submit a bid to their affiliated association for (1) regional tournament per calendar year.

L. Lights used during practice must be turned off no later than 10:00 p.m. Failure to comply with this provision of the Agreement will result in either the LEAGUE being charged for electrical use for the month in which the infraction occurred or forfeiture of the Agreement and the Leagues ability to use the Facilities. These conditions do not pertain to tournament play. Tournament play dates must be provided to the Parks and Recreation Director at least two weeks before the tournament is scheduled to commence. Use of lights is only for in-season games/practices/tournaments. Any other usage must be requested prior and approved by the Parks and Recreation Director.

M. If entry fees (gate) are to be charged to those attending league events at the Facility, they may only include tournaments and game play, and such fees shall not exceed the following amounts:

1. Participants in that day's tournament or game play (players, cheerleaders, etc) shall not be charged fee;
2. Persons eleven (11) years of age and younger shall be charged no more than one dollar (\$1.00) per day;
3. Persons twelve (12) years of age and older shall be charged no more than two dollars (\$2.00) per day.

N. City Authority & Expectations

1. The Parks and Recreation Director may override or modify the LEAGUE's schedule to allow public access, City programs, or other uses in the community's best interest. All facilities are owned by the CITY. The CITY

retains ultimate authority over access and use at all times.

2. Use is limited to league-related activities and approved concessions unless otherwise authorized in writing by the Parks and Recreation Director.
3. The LEAGUE shall not interfere with citizen access to open areas or other portions of the facility not assigned for scheduled league play or practice.
4. The LEAGUE is responsible for the behavior of officers, members, coaches, players, volunteers, spectators, and guests. Any misconduct, unlawful behavior, or negative impact on the CITY is a breach of this Agreement.

V. No later than ten (10) working days prior to the Start Date of the Agreement, the LEAGUE shall file with the CITY a schedule showing the dates and times that the facility will be used for practices, regularly scheduled games or races, ceremonies, or other activities for the first three months of the year. Schedule updates will be submitted every ninety (90) days thereafter. The schedule and any updates shall be subject to review as per Section IV.A. of this agreement. Additionally, the LEAGUE shall file with the CITY a roster or list of registrants, including names and home addresses. The LEAGUE shall, as soon as practical, notify CITY of any race or practice rescheduling and dates for major races or practices on said premises.

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

A. CITY reserves the rights to all advertising, signs and signage on and sponsorships of all fields, facilities, premises and appurtenances. No sale, lease or donation of advertising, sign, signage or sponsorship by the LEAGUE shall be permitted, valid or binding without the express written permission or consent of the CITY'S Elective Commission, which may be withheld at its sole discretion.

B. Nothing herein shall prevent the CITY from making improvements to a facility at CITY'S expense, if the CITY shall see fit to do so.

C. Any officer, agent or employee of CITY shall have free access to the facility at all times for the purpose of checking and inspecting or for maintenance and repairs. CITY shall have access to any storage buildings when accompanied by an official of the

LEAGUE, other than in response to an immediate threat to public health, safety or welfare, in which case no LEAGUE official's presence is required.

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

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

policy is provided and approved by the City's Risk Management.

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

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

Additionally, the CITY may immediately terminate this Agreement, without opportunity to cure, for any of the following:

- Violence, threats, illegal activity, or disorderly conduct;
- Conduct by the LEAGUE, its officers, members, coaches, players, volunteers, spectators, or guests that brings disrepute, embarrassment, or negative attention to the CITY;
- Repeated interference with citizen access to facilities outside of scheduled league play or practice;
- Failure to maintain required insurance coverage.

Use of CITY facilities is a privilege granted by this Agreement and may be revoked for cause. It is not a vested right.

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

X. LEAGUE shall annually furnish to City:

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

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

XII. CONDITION OF PREMISES; DAMAGE; RESTORATION; RISK ALLOCATION

A. Condition of Premises; No Warranty.

The LEAGUE acknowledges that it has inspected the facilities and accepts them in their present condition, "AS IS," without representation or warranty by the CITY, express or implied, as to suitability, fitness, or condition. The CITY makes no warranty that the facilities will remain in any particular condition during the term of this Agreement, and all

use is at the LEAGUE's sole risk.

B. Protection of Turf, Infield, Irrigation, and Improvements.

The LEAGUE shall exercise reasonable care to prevent damage to all turf areas, infields, irrigation systems, drainage systems, fencing, lighting, bleachers, dugouts, scoreboards, utilities, and all other improvements located on the premises. The LEAGUE shall not permit overuse of fields under wet conditions, unauthorized vehicle access, staking, drilling, trenching, driving posts, or any ground penetration without prior written approval of the Parks and Recreation Director. The CITY may suspend play or close fields at its sole discretion to prevent damage or allow turf recovery.

C. Responsibility for Damage Beyond Ordinary Wear.

The LEAGUE shall be responsible for and shall promptly reimburse the CITY for the full cost of repair or replacement of any damage to the facilities caused by the LEAGUE, its officers, members, coaches, players, volunteers, vendors, contractors, spectators, or guests, excluding ordinary wear and tear resulting from authorized use. The CITY's determination of whether damage exceeds ordinary wear and tear shall be final unless clearly arbitrary.

D. Restoration Obligation.

Upon termination or expiration of this Agreement, the LEAGUE shall return the facilities to the CITY in substantially the same condition as received, reasonable wear and tear excepted. If restoration is required, the CITY may perform such work and invoice the LEAGUE for all associated costs, including labor, materials, equipment usage, and administrative expenses.

E. No Property Interest; Revocable License.

This Agreement grants only a revocable license to use designated facilities and does not convey any leasehold, possessory, or property interest. The CITY retains exclusive control over the premises at all times. Any improvements, fixtures, or attachments installed by the LEAGUE shall become the property of the CITY unless otherwise expressly agreed in writing.

F. Risk of Loss; No City Liability for Property.

The CITY shall not be responsible for loss, theft, or damage to equipment, inventory, concession supplies, signage, or personal property belonging to the LEAGUE or any third party. All such property is stored and used at the LEAGUE's

sole risk.

G. Compliance With Safety and Field Protection Directives.

The LEAGUE shall immediately comply with any directive issued by the Parks and Recreation Director concerning field preservation, safety protocols, weather-related closures, or corrective maintenance practices. Failure to comply shall constitute a material breach of this Agreement.

H. Environmental and Hazardous Materials.

The LEAGUE shall not store, release, or dispose of fuel, chemicals, fertilizers, herbicides, cleaning solvents, or hazardous substances on CITY property without prior written approval. Any contamination caused by the LEAGUE shall be promptly remediated at its sole expense.

I. Field Recovery Periods.

The CITY reserves the right to impose rest periods, limit tournament scheduling, cap game counts, or restrict consecutive usage days in order to protect turf integrity and irrigation systems. Such determinations shall be within the CITY's sole discretion and shall not constitute a breach of this Agreement.

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

WITNESS OUR HAND THIS _____ DAY OF _____, 2026.

CITY OF HARLINGEN

BY: _____

Gabriel Gonzalez, CPM, City Manager

ATTEST:

BY: _____

Mayra Herrera, City Secretary

Harlingen United Futbol Club

BY: _____

LEAGUE REPRESENTATIVE

**AGENDA ITEM
EXECUTIVE SUMMARY**



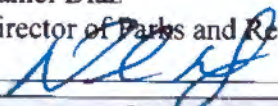
Meeting Date: **March 18th, 2026**

Agenda Item:

Consider and take action to approve a Facility Use Agreement between the City of Harlingen and the Harlingen National Baseball League Arroyo at Arroyo Park and authorize the City Manager to execute the agreement.

Prepared By: Daniel Diaz

Title: Director of Parks and Recreation

Signature: 

Summary:

Summary

All required documents from the Harlingen Texas Bronco/Pony League are on file with the City Parks and Recreation office including their current list of board members, the league by-laws, a copy of their 501c3 certification status, and Certificate of Insurance.

The Park and Recreation Advisory Board met on September 16, 2025, and voted to recommend approving the agreement with standard conditions for an additional year.

AFTER Board action, staff added provisions clarifying that:

IV. N - City Authority & Expectations

The Parks and Recreation Director may override or modify the LEAGUE's schedule to allow public access, City programs, or other uses in the community's best interest. All facilities are owned by the CITY. The CITY retains ultimate authority over access and use at all times.

Use is limited to league-related activities and approved concessions unless otherwise authorized in writing by the Parks and Recreation Director.

The LEAGUE shall not interfere with citizen access to open areas or other portions of the facility not assigned for scheduled league play or practice.

The LEAGUE is responsible for the behavior of officers, members, coaches, players, volunteers, spectators, and guests. Any misconduct, unlawful behavior, or negative impact on the CITY is a breach of this Agreement.

VIII.

Additionally, the CITY may immediately terminate this Agreement, without opportunity to cure, for any of the following:

Violence, threats, illegal activity, or disorderly conduct;

Conduct by the LEAGUE, its officers, members, coaches, players, volunteers, spectators, or guests that brings disrepute, embarrassment, or negative attention to the CITY;

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Field Recovery Periods.

The CITY reserves the right to impose rest periods, limit tournament scheduling, cap game counts, or restrict consecutive usage days in order to protect turf integrity and irrigation systems. Such determinations shall be within the CITY's sole discretion and shall not constitute a breach of this Agreement.

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

Staff is recommending approval of this agreement as presented.

Staff Recommendation:

Staff recommends approval of the contract as presented and authorize the City Manager to execute the agreement.

City Manager's approval:

CL

☒

Yes

☐

No

☐

N/A

Comments:

City Attorney's approval:

Mar A

☒

Yes

☐

No

☐

N/A

STATE OF TEXAS *****
COUNTY OF CAMERON *****
CITY OF HARLINGEN *****

**FACILITY USAGE AGREEMENT FOR
HARLINGEN NATIONAL SOFTBALL LEAGUE**

I. WITNESS this Facility Usage Agreement hereby entered into this 18th day of March 2026, between the CITY OF HARLINGEN, a Municipal Corporation situated in Cameron County, Texas, and acting herein by and through its duly authorized City Manager and its City Secretary, hereinafter designated as CITY, and HARLINGEN NATIONAL SOFTBALL LEAGUE, hereinafter designated as the LEAGUE.

The CITY hereby grants usage to the LEAGUE for play thereon Fields 1, 2, 3, and 4 at Arroyo Park, all located in Harlingen, Texas. Use of these fields by the LEAGUE shall be permitted Monday through Sunday for league practices and regularly scheduled games, subject to scheduling approval by the Parks and Recreation Director. Tournaments or special events shall not be conducted without prior written approval from the Parks and Recreation Director. Contract is solely for fields/facilities agreed upon in contract. Any open green space at City Park is open and available to the public on a first come first served basis.

II. The term of the Agreement is as follows: Starting March 18, 2026, ending September 30, 2026.

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

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

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

- B. The basic use of said facility by the LEAGUE shall be for the purpose of promoting, training and playing softball and the operation of the concessions incidental to such activities.
- C. LEAGUE will not use the facility for any activities other than the basic use described above and related scheduled the LEAGUE activities without prior consent of the Parks and Recreation Director.
- D. The LEAGUE will not use the facility for any unlawful purposes. The LEAGUE agrees to comply with all CITY ordinances and regulations and the laws of the State of Texas.
- E. Concession operations must meet all applicable CITY health codes and any other requirements of the CITY in this regard including, but not limited to:
 - 1. Alcoholic beverages in all Municipal Parks are prohibited.
 - 2. Sale of any items in glass containers is prohibited.
- F. The LEAGUE shall discourage unsafe practices. The LEAGUE is prohibited from offering any reward, discount or free concession food or beverage items in exchange for the return of lost balls—*when applicable*.
- G. It is further covenanted and agreed that no concession on said facility will be granted by the LEAGUE to any person(s), corporation or other entity without prior written approval of the Parks and Recreation Director.
- H. CITY shall have the right to make the facility available, subject to the approved LEAGUE schedule (inclusive of any rainout or other rescheduled dates), to any CITY, school, civic group, or association which desires the use of said facility for any event or program for CITY, non-profit, and/or charitable purposes; provided that any such use shall not conflict with a previously scheduled game or other permitted event or program. Use of a facility for above mentioned uses shall be subject to CITY policies regarding such activities and to prior approval by Parks and Recreation Director.
- I. Prior to the execution of this Agreement, CITY and the LEAGUE shall inspect the facility and prepare a list of necessary repairs, if any, attached to a statement of general conditions of the facility.
- J. CITY shall have the right to take over/use any of these facilities in the event of public necessity, declared emergency, or other public need.
- K. The LEAGUE shall bear all costs incidental to operation of said the LEAGUE hereunder except as noted below:

1. CITY shall maintain grass facility areas by providing watering, fertilizing, and mowing. Said services shall be provided only on normal work days and during normal work hours. The CITY shall square, and mark fields at the beginning of the season and the LEAGUE shall drag and/or mark fields from that point forward. The Exceptions to the provisions in this paragraph "1." shall be for the LEAGUE sponsored regional and/or national tournaments as deemed appropriate by the Parks and Recreation Director. Said tournaments shall be of a nature that has both an economic and tourism impact on the City.
2. Where installed, CITY agrees to provide utilities (except as noted in #3 below); maintain goals, lights, fence and bleachers.
3. If applicable, the LEAGUE shall maintain, at the LEAGUE expense, any scoreboard, if present, its attendant cables, controls, etc. and the LEAGUE shall own and maintain, at its expense, any public address system used.
4. The LEAGUE shall provide at own expense (when applicable), umpires, officials, scoreboard operators.
5. The LEAGUE is responsible for picking-up any and all trash generated or created by any aspect of the LEAGUE operation and use of CITY facilities, including, but not limited to, attendance at LEAGUE events and concession sales.
6. If applicable, the LEAGUE is responsible for cleaning and minor plumbing issues (i.e. clogs in sinks, urinals, or toilets) at facility restrooms and concessions including before, during and after league games, tournaments and any other club associated events, except restrooms not under the exclusive control of the league. The LEAGUE shall provide restroom cleaning supplies paper products, and hand soap for dispensers.
7. In the event of storms, hurricanes, high winds, or any other act of God, the LEAGUE is responsible for the removal of all their signage and sponsor boards from fences at their designated areas of play or operation.
8. The LEAGUE shall submit yearly composition of board to include one Parent/Participant representative. (City representative will be allowed to attend.)
9. The LEAGUE shall conduct 2 in season board meetings open to the

public/participants/parents.

10. The LEAGUE is recommended to submit a bid to their affiliated association for (1) regional tournament per calendar year.

L. Lights used during practice must be turned off no later than 10:00 p.m. Failure to comply with this provision of the Agreement will result in either the LEAGUE being charged for electrical use for the month in which the infraction occurred or forfeiture of the Agreement and the Leagues ability to use the Facilities. These conditions do not pertain to tournament play. Tournament play dates must be provided to the Parks and Recreation Director at least two weeks before the tournament is scheduled to commence. Use of lights is only for in-season games/practices/tournaments. Any other usage must be requested prior and approved by the Parks and Recreation Director.

M. If entry fees (gate) are to be charged to those attending league events at the Facility, they may only include tournaments and game play, and such fees shall not exceed the following amounts:

1. Participants in that day's tournament or game play (players, cheerleaders, etc) shall not be charged fee;
2. Persons eleven (11) years of age and younger shall be charged no more than one dollar (\$1.00) per day;
3. Persons twelve (12) years of age and older shall be charged no more than two dollars (\$2.00) per day.

N. City Authority & Expectations

1. The Parks and Recreation Director may override or modify the LEAGUE's schedule to allow public access, City programs, or other uses in the community's best interest. All facilities are owned by the CITY. The CITY retains ultimate authority over access and use at all times.
2. Use is limited to league-related activities and approved concessions unless otherwise authorized in writing by the Parks and Recreation Director.
3. The LEAGUE shall not interfere with citizen access to open areas or other portions of the facility not assigned for scheduled league play or practice.
4. The LEAGUE is responsible for the behavior of officers, members, coaches, players, volunteers, spectators, and guests. Any misconduct, unlawful

behavior, or negative impact on the CITY is a breach of this Agreement.

V. No later than ten (10) working days prior to the Start Date of the Agreement, the LEAGUE shall file with the CITY a schedule showing the dates and times that the facility will be used for practices, regularly scheduled games or races, ceremonies, or other activities for the first three months of the year. Schedule updates will be submitted every ninety (90) days thereafter. The schedule and any updates shall be subject to review as per Section IV.A. of this agreement. Additionally, the LEAGUE shall file with the CITY a roster or list of registrants, including names and home addresses. The LEAGUE shall, as soon as practical, notify CITY of any race or practice rescheduling and dates for major races or practices on said premises.

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

A. CITY reserves the rights to all advertising, signs and signage on and sponsorships of all fields, facilities, premises and appurtenances. No sale, lease or donation of advertising, sign, signage or sponsorship by the LEAGUE shall be permitted, valid or binding without the express written permission or consent of the CITY'S Elective Commission, which may be withheld at its sole discretion.

B. Nothing herein shall prevent the CITY from making improvements to a facility at CITY'S expense, if the CITY shall see fit to do so.

C. Any officer, agent or employee of CITY shall have free access to the facility at all times for the purpose of checking and inspecting or for maintenance and repairs. CITY shall have access to any storage buildings when accompanied by an official of the LEAGUE, other than in response to an immediate threat to public health, safety or welfare, in which case no LEAGUE official's presence is required.

VII. A. The LEAGUE shall carry valid and collectible Commercial General Liability (CGL) insurance, naming the CITY OF HARLINGEN as an additional insured, for not less than Two Million (\$2,000,000.00) Dollars aggregate and One Million (\$1,000,000.00) each occurrence for

bodily injury or death and Five Hundred Thousand and No/100 (\$500,000.00) Dollars each occurrence for property damage. Such insurance policy shall provide that the same cannot be canceled unless thirty (30) days written notice of such cancellation has been given to CITY. If such policy is canceled or expires during the term of this Agreement, the LEAGUE shall forthwith discontinue the use of said facility unless and until a policy in the amounts hereinabove provided is obtained and presented to the Parks and Recreation Director of the City of Harlingen, Texas. A copy of said insurance policy shall be submitted to the Risk Manager of Harlingen for review prior to the execution of this Agreement by CITY.

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

VIII. In case of default of any of the covenants herein, CITY may enforce the performance of this Agreement in any manner provided by law, and this lease may be voided at CITY'S discretion if such default continues for a period of ten (10) days after the CITY notifies the LEAGUE of such default and its intention to declare the Agreement forfeited. Such notice shall be sent by fax or (if

available) by certified mail, return receipt requested, addressed to the last known fax or address of the LEAGUE, with the fax and address for all purposes herein stated below:

21772 FM 800, San Benito, Texas 78586

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

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X. LEAGUE shall annually furnish to City:

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

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

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A. Condition of Premises; No Warranty.

The LEAGUE acknowledges that it has inspected the facilities and accepts them in their present condition, "AS IS," without representation or warranty by the CITY, express or implied, as to suitability, fitness, or condition. The CITY makes no warranty that the facilities will remain in any particular condition during the term of this Agreement, and all use is at the LEAGUE's sole risk.

B. Protection of Turf, Infield, Irrigation, and Improvements.

The LEAGUE shall exercise reasonable care to prevent damage to all turf areas, infields, irrigation systems, drainage systems, fencing, lighting, bleachers, dugouts, scoreboards, utilities, and all other improvements located on the premises. The LEAGUE shall not permit overuse of fields under wet conditions, unauthorized vehicle access, staking, drilling, trenching, driving posts, or any ground penetration without prior written

approval of the Parks and Recreation Director. The CITY may suspend play or close fields at its sole discretion to prevent damage or allow turf recovery.

C. Responsibility for Damage Beyond Ordinary Wear.

The LEAGUE shall be responsible for and shall promptly reimburse the CITY for the full cost of repair or replacement of any damage to the facilities caused by the LEAGUE, its officers, members, coaches, players, volunteers, vendors, contractors, spectators, or guests, excluding ordinary wear and tear resulting from authorized use. The CITY's determination of whether damage exceeds ordinary wear and tear shall be final unless clearly arbitrary.

D. Restoration Obligation.

Upon termination or expiration of this Agreement, the LEAGUE shall return the facilities to the CITY in substantially the same condition as received, reasonable wear and tear excepted. If restoration is required, the CITY may perform such work and invoice the LEAGUE for all associated costs, including labor, materials, equipment usage, and administrative expenses.

E. No Property Interest; Revocable License.

This Agreement grants only a revocable license to use designated facilities and does not convey any leasehold, possessory, or property interest. The CITY retains exclusive control over the premises at all times. Any improvements, fixtures, or attachments installed by the LEAGUE shall become the property of the CITY unless otherwise expressly agreed in writing.

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The CITY shall not be responsible for loss, theft, or damage to equipment, inventory, concession supplies, signage, or personal property belonging to the LEAGUE or any third party. All such property is stored and used at the LEAGUE's sole risk.

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The LEAGUE shall immediately comply with any directive issued by the Parks and Recreation Director concerning field preservation, safety protocols, weather-related closures, or corrective maintenance practices. Failure to comply shall constitute a material breach of this Agreement.

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I. Field Recovery Periods.

The CITY reserves the right to impose rest periods, limit tournament scheduling, cap game counts, or restrict consecutive usage days in order to protect turf integrity and irrigation systems. Such determinations shall be within the CITY's sole discretion and shall not constitute a breach of this Agreement.

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

WITNESS OUR HAND THIS _____ DAY OF _____, 2026.

CITY OF HARLINGEN

BY: _____

Gabriel Gonzalez, CPM, City Manager

ATTEST:

BY: _____

Mayra Herrera, City Secretary

HARLINGEN NATIONAL SOFTBALL LEAGUE

BY: _____

LEAGUE REPRESENTATIVE

7(c)

**AGENDA ITEM
EXECUTIVE SUMMARY**

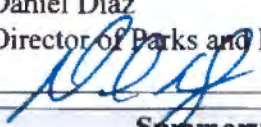
Meeting Date: **March 18th, 2026**

Agenda Item:

Consider and take action to approve a Facility Use Agreement between the City of Harlingen and the Harlingen National Baseball and Softball League for use of the fields at Tom Wilson Youth Sports Complex and authorize the City Manager to execute the agreement.

Prepared By: Daniel Diaz

Title: Director of Parks and Recreation

Signature: 

Summary:

Summary

All required documents from the Harlingen National Baseball and Softball League are on file with the City Parks and Recreation office including their current list of board members, the league by-laws, a copy of their 501c3 certification status, and Certificate of Insurance.

The Park and Recreation Advisory Board met on September 16, 2025, and voted to recommend approving the agreement with standard conditions for an additional year.

AFTER Board action, staff added provisions clarifying that:

IV. N - City Authority & Expectations

The Parks and Recreation Director may override or modify the LEAGUE's schedule to allow public access, City programs, or other uses in the community's best interest. All facilities are owned by the CITY. The CITY retains ultimate authority over access and use at all times.

Use is limited to league-related activities and approved concessions unless otherwise authorized in writing by the Parks and Recreation Director.

The LEAGUE shall not interfere with citizen access to open areas or other portions of the facility not assigned for scheduled league play or practice.

The LEAGUE is responsible for the behavior of officers, members, coaches, players, volunteers, spectators, and guests. Any misconduct, unlawful behavior, or negative impact on the CITY is a breach of this Agreement.

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Additionally, the CITY may immediately terminate this Agreement, without opportunity to cure, for any of the following:

Violence, threats, illegal activity, or disorderly conduct;

Conduct by the LEAGUE, its officers, members, coaches, players, volunteers, spectators, or guests that brings disrepute, embarrassment, or negative attention to the CITY;

Repeated interference with citizen access to facilities outside of scheduled league play or practice;

Failure to maintain required insurance coverage.

Use of CITY facilities is a privilege granted by this Agreement and may be revoked for cause. It is not a vested right.

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I. Field Recovery Periods.

The CITY reserves the right to impose rest periods, limit tournament scheduling, cap game counts, or restrict consecutive usage days in order to protect turf integrity and irrigation systems. Such determinations shall be within the CITY's sole discretion and shall not constitute a breach of this Agreement.

Staff is recommending approval of this agreement as presented.

Staff Recommendation:

Staff recommends approval of the contract as presented and authorize the City Manager to execute the agreement.

City Manager's approval:

GB



Yes

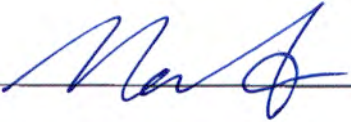


No



N/A

Comments:

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

STATE OF TEXAS *****
COUNTY OF CAMERON *****
CITY OF HARLINGEN *****

**FACILITY USAGE AGREEMENT FOR
Harlingen National Baseball and Softball League**

I. WITNESS this Facility Usage Agreement hereby entered into this 18th day of March, 2026, between the CITY OF HARLINGEN, a Municipal Corporation situated in Cameron County, Texas, and acting herein by and through its duly authorized City Manager and its City Secretary, hereinafter designated as CITY, and Harlingen National Baseball and Softball League, hereinafter designated as the LEAGUE.

The CITY hereby grants usage to the LEAGUE for play thereon Fields Bronco A & B, Mustang A & B, and Shetland A, B, C, and D at the Tom Wilson Youth Sports Complex, all located in Harlingen, Texas. Use of these fields by the LEAGUE shall be permitted Monday through Sunday for league practices and regularly scheduled games, subject to scheduling approval by the Parks and Recreation Director. Tournaments or special events shall not be conducted without prior written approval from the Parks and Recreation Director. Contract is solely for fields/facilities agreed upon in contract. Any open green space at City Park is open and available to the public on a first come first served basis.

II. The term of the Agreement is as follows: Starting March 18, 2026, ending September 30, 2026.

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

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

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

subject to approval by the Parks and Recreation Director.

- B. The basic use of said facility by the LEAGUE shall be for the purpose of promoting, training and playing baseball/softball and the operation of the concessions incidental to such activities.
- C. LEAGUE will not use the facility for any activities other than the basic use described above and related scheduled the LEAGUE activities without prior consent of the Parks and Recreation Director.
- D. The LEAGUE will not use the facility for any unlawful purposes. The LEAGUE agrees to comply with all CITY ordinances and regulations and the laws of the State of Texas.
- E. Concession operations must meet all applicable CITY health codes and any other requirements of the CITY in this regard including, but not limited to:
 - 1. Alcoholic beverages in all Municipal Parks are prohibited.
 - 2. Sale of any items in glass containers is prohibited.
- F. The LEAGUE shall discourage unsafe practices. The LEAGUE is prohibited from offering any reward, discount or free concession food or beverage items in exchange for the return of lost balls—*when applicable*.
- G. It is further covenanted and agreed that no concession on said facility will be granted by the LEAGUE to any person(s), corporation or other entity without prior written approval of the Parks and Recreation Director.
- H. CITY shall have the right to make the facility available, subject to the approved LEAGUE schedule (inclusive of any rainout or other rescheduled dates), to any CITY, school, civic group, or association which desires the use of said facility for any event or program for CITY, non-profit, and/or charitable purposes; provided that any such use shall not conflict with a previously scheduled game or other permitted event or program. Use of a facility for above mentioned uses shall be subject to CITY policies regarding such activities and to prior approval by Parks and Recreation Director.
- I. Prior to the execution of this Agreement, CITY and the LEAGUE shall inspect the facility and prepare a list of necessary repairs, if any, attached to a statement of general conditions of the facility.
- J. CITY shall have the right to take over/use any of these facilities in the event of public necessity, declared emergency, or other public need.
- K. The LEAGUE shall bear all costs incidental to operation of said the LEAGUE

hereunder except as noted below:

1. CITY shall maintain grass facility areas by providing watering, fertilizing, and mowing. Said services shall be provided only on normal work days and during normal work hours. The CITY shall square, and mark fields at the beginning of the season and the LEAGUE shall drag and/or mark fields from that point forward. The Exceptions to the provisions in this paragraph "1." shall be for the LEAGUE sponsored regional and/or national tournaments as deemed appropriate by the Parks and Recreation Director. Said tournaments shall be of a nature that has both an economic and tourism impact on the City.
2. Where installed, CITY agrees to provide utilities (except as noted in #3 below); maintain goals, lights, fence and bleachers.
3. If applicable, the LEAGUE shall maintain, at the LEAGUE expense, any scoreboard, if present, its attendant cables, controls, etc. and the LEAGUE shall own and maintain, at its expense, any public address system used.
4. The LEAGUE shall provide at own expense (when applicable), umpires, officials, scoreboard operators.
5. The LEAGUE is responsible for picking-up any and all trash generated or created by any aspect of the LEAGUE operation and use of CITY facilities, including, but not limited to, attendance at LEAGUE events and concession sales.
6. If applicable, the LEAGUE is responsible for cleaning and minor plumbing issues (i.e. clogs in sinks, urinals, or toilets) at facility restrooms and concessions including before, during and after league games, tournaments and any other club associated events, except restrooms not under the exclusive control of the league. The LEAGUE shall provide restroom cleaning supplies paper products, and hand soap for dispensers.
7. In the event of storms, hurricanes, high winds, or any other act of God, the LEAGUE is responsible for the removal of all their signage and sponsor boards from fences at their designated areas of play or operation.
8. The LEAGUE shall submit yearly composition of board to include one Parent/Participant representative. (City representative will be allowed to attend.)

9. The LEAGUE shall conduct 2 in season board meetings open to the public/participants/parents.
 10. The LEAGUE is recommended to submit a bid to their affiliated association for (1) regional tournament per calendar year.
- L. Lights used during practice must be turned off no later than 10:00 p.m. Failure to comply with this provision of the Agreement will result in either the LEAGUE being charged for electrical use for the month in which the infraction occurred or forfeiture of the Agreement and the Leagues ability to use the Facilities. These conditions do not pertain to tournament play. Tournament play dates must be provided to the Parks and Recreation Director at least two weeks before the tournament is scheduled to commence. Use of lights is only for in-season games/practices/tournaments. Any other usage must be requested prior and approved by the Parks and Recreation Director.
- M. If entry fees (gate) are to be charged to those attending league events at the Facility, they may only include tournaments and game play, and such fees shall not exceed the following amounts:
1. Participants in that day's tournament or game play (players, cheerleaders, etc) shall not be charged fee;
 2. Persons eleven (11) years of age and younger shall be charged no more than one dollar (\$1.00) per day;
 3. Persons twelve (12) years of age and older shall be charged no more than two dollars (\$2.00) per day.
- N. City Authority & Expectations
1. The Parks and Recreation Director may override or modify the LEAGUE's schedule to allow public access, City programs, or other uses in the community's best interest. All facilities are owned by the CITY. The CITY retains ultimate authority over access and use at all times.
 2. Use is limited to league-related activities and approved concessions unless otherwise authorized in writing by the Parks and Recreation Director.
 3. The LEAGUE shall not interfere with citizen access to open areas or other portions of the facility not assigned for scheduled league play or practice.
 4. The LEAGUE is responsible for the behavior of officers, members, coaches,

players, volunteers, spectators, and guests. Any misconduct, unlawful behavior, or negative impact on the CITY is a breach of this Agreement.

V. No later than ten (10) working days prior to the Start Date of the Agreement, the LEAGUE shall file with the CITY a schedule showing the dates and times that the facility will be used for practices, regularly scheduled games or races, ceremonies, or other activities for the first three months of the year. Schedule updates will be submitted every ninety (90) days thereafter. The schedule and any updates shall be subject to review as per Section IV.A. of this agreement. Additionally, the LEAGUE shall file with the CITY a roster or list of registrants, including names and home addresses. The LEAGUE shall, as soon as practical, notify CITY of any race or practice rescheduling and dates for major races or practices on said premises.

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

A. CITY reserves the rights to all advertising, signs and signage on and sponsorships of all fields, facilities, premises and appurtenances. No sale, lease or donation of advertising, sign, signage or sponsorship by the LEAGUE shall be permitted, valid or binding without the express written permission or consent of the CITY'S Elective Commission, which may be withheld at its sole discretion.

B. Nothing herein shall prevent the CITY from making improvements to a facility at CITY'S expense, if the CITY shall see fit to do so.

C. Any officer, agent or employee of CITY shall have free access to the facility at all times for the purpose of checking and inspecting or for maintenance and repairs. CITY shall have access to any storage buildings when accompanied by an official of the LEAGUE, other than in response to an immediate threat to public health, safety or welfare, in which case no LEAGUE official's presence is required.

VII. A. The LEAGUE shall carry valid and collectible Commercial General Liability (CGL) insurance, naming the CITY OF HARLINGEN as an additional insured, for not less than Two

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

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

VIII. In case of default of any of the covenants herein, CITY may enforce the performance of this Agreement in any manner provided by law, and this lease may be voided at CITY'S discretion if such default continues for a period of ten (10) days after the CITY notifies the LEAGUE of such

default and its intention to declare the Agreement forfeited. Such notice shall be sent by fax or (if available) by certified mail, return receipt requested, addressed to the last known fax or address of the LEAGUE, with the fax and address for all purposes herein stated below:

21772 FM 800, San Benito, Texas 78586

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

Additionally, the CITY may immediately terminate this Agreement, without opportunity to cure, for any of the following:

- Violence, threats, illegal activity, or disorderly conduct;
- Conduct by the LEAGUE, its officers, members, coaches, players, volunteers, spectators, or guests that brings disrepute, embarrassment, or negative attention to the CITY;
- Repeated interference with citizen access to facilities outside of scheduled league play or practice;
- Failure to maintain required insurance coverage.

Use of CITY facilities is a privilege granted by this Agreement and may be revoked for cause. It is not a vested right.

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

X. LEAGUE shall annually furnish to City:

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

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

XII. CONDITION OF PREMISES; DAMAGE; RESTORATION; RISK ALLOCATION

A. Condition of Premises; No Warranty.

The LEAGUE acknowledges that it has inspected the facilities and accepts them in their present condition, "AS IS," without representation or warranty by the CITY, express or implied, as to suitability, fitness, or condition. The CITY makes no warranty that the facilities will remain in any particular condition during the term of this Agreement, and all use is at the LEAGUE's sole risk.

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WITNESS OUR HAND THIS _____ DAY OF _____, 2026.

CITY OF HARLINGEN

BY: _____

Gabriel Gonzalez, CPM, City Manager

ATTEST:

BY: _____

Mayra Herrera, City Secretary

Harlingen National Baseball and Softball League

BY: _____

LEAGUE REPRESENTATIVE

7 (S)

**AGENDA ITEM
EXECUTIVE SUMMARY**

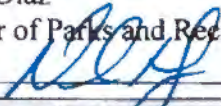
Meeting Date: **March 18th, 2026**

Agenda Item:

Consider and take action to approve a Facility Use Agreement between the City of Harlingen and the Harlingen National Youth Football League for use of sports/football fields at Victor Park and authorize the City Manager to execute the agreement.

Prepared By: Daniel Diaz

Title: Director of Parks and Recreation

Signature: 

Summary:

Summary

All required documents from the Harlingen National Youth Football League are on file with the City Parks and Recreation office including their current list of board members, the league by-laws, a copy of their 501c3 certification status, and Certificate of Insurance.

The Park and Recreation Advisory Board met on September 16, 2025, and voted to recommend approving the agreement with standard conditions for an additional year.

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E. No Property Interest; Revocable License.

This Agreement grants only a revocable license to use designated facilities and does not convey any leasehold, possessory, or property interest. The CITY retains exclusive control over the premises at all times. Any improvements, fixtures, or attachments installed by the LEAGUE shall become the property of the CITY unless otherwise expressly agreed in writing.

F. Risk of Loss; No City Liability for Property.

The CITY shall not be responsible for loss, theft, or damage to equipment, inventory, concession supplies, signage, or personal property belonging to the LEAGUE or any third party. All such property is stored and used at the LEAGUE's sole risk.

G. Compliance With Safety and Field Protection Directives.

The LEAGUE shall immediately comply with any directive issued by the Parks and Recreation Director concerning field preservation, safety protocols, weather-related closures, or corrective maintenance practices. Failure to comply shall constitute a material breach of this Agreement.

H. Environmental and Hazardous Materials.

The LEAGUE shall not store, release, or dispose of fuel, chemicals, fertilizers, herbicides, cleaning solvents, or hazardous substances on CITY property without prior written approval. Any contamination caused by the LEAGUE shall be promptly remediated at its sole expense.

I. Field Recovery Periods.

The CITY reserves the right to impose rest periods, limit tournament scheduling, cap game counts, or restrict consecutive usage days in order to protect turf integrity and irrigation systems. Such determinations shall be within the CITY's sole discretion and shall not constitute a breach of this Agreement.

Staff is recommending approval of this agreement as presented.

Staff Recommendation:

Staff recommends approval of the contract as presented and authorize the City Manager to execute the agreement.

City Manager's approval:

66



Yes



No



N/A

Comments:

City Attorney's approval:

Ma Ar



Yes



No



N/A

STATE OF TEXAS *****
COUNTY OF CAMERON *****
CITY OF HARLINGEN *****

**FACILITY USAGE AGREEMENT FOR
Harlingen National Youth Football League**

I. WITNESS this Facility Usage Agreement hereby entered into this 18th day of March, 2026, between the CITY OF HARLINGEN, a Municipal Corporation situated in Cameron County, Texas, and acting herein by and through its duly authorized City Manager and its City Secretary, hereinafter designated as CITY, and Harlingen National Youth Football League, hereinafter designated as the LEAGUE.

The CITY hereby grants usage to the LEAGUE for play thereon the lighted open space at Victor Park located in Harlingen, Texas. Use of this facility by the LEAGUE shall be permitted Monday through Sunday for league practices and regularly scheduled games, subject to scheduling approval by the Parks and Recreation Director. Tournaments or special events shall not be conducted without prior written approval from the Parks and Recreation Director. Contract is solely for fields/facilities agreed upon in contract. Any open green space at City Park is open and available to the public on a first come first served basis.

II. The term of the Agreement is as follows: Starting March 18, 2026, ending September 30, 2026.

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

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

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

- B. The basic use of said facility by the LEAGUE shall be for the purpose of promoting, training and playing football and the operation of the concessions incidental to such activities.
- C. LEAGUE will not use the facility for any activities other than the basic use described above and related scheduled the LEAGUE activities without prior consent of the Parks and Recreation Director.
- D. The LEAGUE will not use the facility for any unlawful purposes. The LEAGUE agrees to comply with all CITY ordinances and regulations and the laws of the State of Texas.
- E. Concession operations must meet all applicable CITY health codes and any other requirements of the CITY in this regard including, but not limited to:
 - 1. Alcoholic beverages in all Municipal Parks are prohibited.
 - 2. Sale of any items in glass containers is prohibited.
- F. The LEAGUE shall discourage unsafe practices. The LEAGUE is prohibited from offering any reward, discount or free concession food or beverage items in exchange for the return of lost balls—*when applicable*.
- G. It is further covenanted and agreed that no concession on said facility will be granted by the LEAGUE to any person(s), corporation or other entity without prior written approval of the Parks and Recreation Director.
- H. CITY shall have the right to make the facility available, subject to the approved LEAGUE schedule (inclusive of any rainout or other rescheduled dates), to any CITY, school, civic group, or association which desires the use of said facility for any event or program for CITY, non-profit, and/or charitable purposes; provided that any such use shall not conflict with a previously scheduled game or other permitted event or program. Use of a facility for above mentioned uses shall be subject to CITY policies regarding such activities and to prior approval by Parks and Recreation Director.
- I. Prior to the execution of this Agreement, CITY and the LEAGUE shall inspect the facility and prepare a list of necessary repairs, if any, attached to a statement of general conditions of the facility.
- J. CITY shall have the right to take over/use any of these facilities in the event of public necessity, declared emergency, or other public need.
- K. The LEAGUE shall bear all costs incidental to operation of said the LEAGUE hereunder except as noted below:

1. CITY shall maintain grass facility areas by providing watering, fertilizing, and mowing. Said services shall be provided only on normal work days and during normal work hours. The CITY shall square, and mark fields at the beginning of the season and the LEAGUE shall drag and/or mark fields from that point forward. The Exceptions to the provisions in this paragraph "1." shall be for the LEAGUE sponsored regional and/or national tournaments as deemed appropriate by the Parks and Recreation Director. Said tournaments shall be of a nature that has both an economic and tourism impact on the City.
2. Where installed, CITY agrees to provide utilities (except as noted in #3 below); maintain goals, lights, fence and bleachers.
3. If applicable, the LEAGUE shall maintain, at the LEAGUE expense, any scoreboard, if present, its attendant cables, controls, etc. and the LEAGUE shall own and maintain, at its expense, any public address system used.
4. The LEAGUE shall provide at own expense (when applicable), umpires, officials, scoreboard operators.
5. The LEAGUE is responsible for picking-up any and all trash generated or created by any aspect of the LEAGUE operation and use of CITY facilities, including, but not limited to, attendance at LEAGUE events and concession sales.
6. If applicable, the LEAGUE is responsible for cleaning and minor plumbing issues (i.e. clogs in sinks, urinals, or toilets) at facility restrooms and concessions including before, during and after league games, tournaments and any other club associated events, except restrooms not under the exclusive control of the league. The LEAGUE shall provide restroom cleaning supplies paper products, and hand soap for dispensers.
7. In the event of storms, hurricanes, high winds, or any other act of God, the LEAGUE is responsible for the removal of all their signage and sponsor boards from fences at their designated areas of play or operation.
8. The LEAGUE shall submit yearly composition of board to include one Parent/Participant representative. (City representative will be allowed to attend.)
9. The LEAGUE shall conduct 2 in season board meetings open to the

public/participants/parents.

10. The LEAGUE is recommended to submit a bid to their affiliated association for (1) regional tournament per calendar year.

L. Lights used during practice must be turned off no later than 10:00 p.m. Failure to comply with this provision of the Agreement will result in either the LEAGUE being charged for electrical use for the month in which the infraction occurred or forfeiture of the Agreement and the Leagues ability to use the Facilities. These conditions do not pertain to tournament play. Tournament play dates must be provided to the Parks and Recreation Director at least two weeks before the tournament is scheduled to commence. Use of lights is only for in-season games/practices/tournaments. Any other usage must be requested prior and approved by the Parks and Recreation Director.

M. If entry fees (gate) are to be charged to those attending league events at the Facility, they may only include tournaments and game play, and such fees shall not exceed the following amounts:

1. Participants in that day's tournament or game play (players, cheerleaders, etc) shall not be charged fee;
2. Persons eleven (11) years of age and younger shall be charged no more than one dollar (\$1.00) per day;
3. Persons twelve (12) years of age and older shall be charged no more than two dollars (\$2.00) per day.

N. City Authority & Expectations

1. The Parks and Recreation Director may override or modify the LEAGUE's schedule to allow public access, City programs, or other uses in the community's best interest. All facilities are owned by the CITY. The CITY retains ultimate authority over access and use at all times.
2. Use is limited to league-related activities and approved concessions unless otherwise authorized in writing by the Parks and Recreation Director.
3. The LEAGUE shall not interfere with citizen access to open areas or other portions of the facility not assigned for scheduled league play or practice.
4. The LEAGUE is responsible for the behavior of officers, members, coaches, players, volunteers, spectators, and guests. Any misconduct, unlawful

behavior, or negative impact on the CITY is a breach of this Agreement.

V. No later than ten (10) working days prior to the Start Date of the Agreement, the LEAGUE shall file with the CITY a schedule showing the dates and times that the facility will be used for practices, regularly scheduled games or races, ceremonies, or other activities for the first three months of the year. Schedule updates will be submitted every ninety (90) days thereafter. The schedule and any updates shall be subject to review as per Section IV.A. of this agreement. Additionally, the LEAGUE shall file with the CITY a roster or list of registrants, including names and home addresses. The LEAGUE shall, as soon as practical, notify CITY of any race or practice rescheduling and dates for major races or practices on said premises.

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

A. CITY reserves the rights to all advertising, signs and signage on and sponsorships of all fields, facilities, premises and appurtenances. No sale, lease or donation of advertising, sign, signage or sponsorship by the LEAGUE shall be permitted, valid or binding without the express written permission or consent of the CITY'S Elective Commission, which may be withheld at its sole discretion.

B. Nothing herein shall prevent the CITY from making improvements to a facility at CITY'S expense, if the CITY shall see fit to do so.

C. Any officer, agent or employee of CITY shall have free access to the facility at all times for the purpose of checking and inspecting or for maintenance and repairs. CITY shall have access to any storage buildings when accompanied by an official of the LEAGUE, other than in response to an immediate threat to public health, safety or welfare, in which case no LEAGUE official's presence is required.

VII. A. The LEAGUE shall carry valid and collectible Commercial General Liability (CGL) insurance, naming the CITY OF HARLINGEN as an additional insured, for not less than Two Million (\$2,000,000.00) Dollars aggregate and One Million (\$1,000,000.00) each occurrence for

bodily injury or death and Five Hundred Thousand and No/100 (\$500,000.00) Dollars each occurrence for property damage. Such insurance policy shall provide that the same cannot be canceled unless thirty (30) days written notice of such cancellation has been given to CITY. If such policy is canceled or expires during the term of this Agreement, the LEAGUE shall forthwith discontinue the use of said facility unless and until a policy in the amounts hereinabove provided is obtained and presented to the Parks and Recreation Director of the City of Harlingen, Texas. A copy of said insurance policy shall be submitted to the Risk Manager of Harlingen for review prior to the execution of this Agreement by CITY.

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

VIII. In case of default of any of the covenants herein, CITY may enforce the performance of this Agreement in any manner provided by law, and this lease may be voided at CITY'S discretion if such default continues for a period of ten (10) days after the CITY notifies the LEAGUE of such default and its intention to declare the Agreement forfeited. Such notice shall be sent by fax or (if

available) by certified mail, return receipt requested, addressed to the last known fax or address of the LEAGUE, with the fax and address for all purposes herein stated below:

21772 FM 800, San Benito, Texas 78586

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

Additionally, the CITY may immediately terminate this Agreement, without opportunity to cure, for any of the following:

- Violence, threats, illegal activity, or disorderly conduct;
- Conduct by the LEAGUE, its officers, members, coaches, players, volunteers, spectators, or guests that brings disrepute, embarrassment, or negative attention to the CITY;
- Repeated interference with citizen access to facilities outside of scheduled league play or practice;
- Failure to maintain required insurance coverage.

Use of CITY facilities is a privilege granted by this Agreement and may be revoked for cause. It is not a vested right.

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

X. LEAGUE shall annually furnish to City:

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

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

XII. CONDITION OF PREMISES; DAMAGE; RESTORATION; RISK ALLOCATION

A. Condition of Premises; No Warranty.

The LEAGUE acknowledges that it has inspected the facilities and accepts them in their present condition, "AS IS," without representation or warranty by the CITY, express or implied, as to suitability, fitness, or condition. The CITY makes no warranty that the facilities will remain in any particular condition during the term of this Agreement, and all use is at the LEAGUE's sole risk.

B. Protection of Turf, Infield, Irrigation, and Improvements.

The LEAGUE shall exercise reasonable care to prevent damage to all turf areas, infields, irrigation systems, drainage systems, fencing, lighting, bleachers, dugouts, scoreboards, utilities, and all other improvements located on the premises. The LEAGUE shall not permit overuse of fields under wet conditions, unauthorized vehicle access, staking, drilling, trenching, driving posts, or any ground penetration without prior written

approval of the Parks and Recreation Director. The CITY may suspend play or close fields at its sole discretion to prevent damage or allow turf recovery.

C. Responsibility for Damage Beyond Ordinary Wear.

The LEAGUE shall be responsible for and shall promptly reimburse the CITY for the full cost of repair or replacement of any damage to the facilities caused by the LEAGUE, its officers, members, coaches, players, volunteers, vendors, contractors, spectators, or guests, excluding ordinary wear and tear resulting from authorized use. The CITY's determination of whether damage exceeds ordinary wear and tear shall be final unless clearly arbitrary.

D. Restoration Obligation.

Upon termination or expiration of this Agreement, the LEAGUE shall return the facilities to the CITY in substantially the same condition as received, reasonable wear and tear excepted. If restoration is required, the CITY may perform such work and invoice the LEAGUE for all associated costs, including labor, materials, equipment usage, and administrative expenses.

E. No Property Interest; Revocable License.

This Agreement grants only a revocable license to use designated facilities and does not convey any leasehold, possessory, or property interest. The CITY retains exclusive control over the premises at all times. Any improvements, fixtures, or attachments installed by the LEAGUE shall become the property of the CITY unless otherwise expressly agreed in writing.

F. Risk of Loss; No City Liability for Property.

The CITY shall not be responsible for loss, theft, or damage to equipment, inventory, concession supplies, signage, or personal property belonging to the LEAGUE or any third party. All such property is stored and used at the LEAGUE's sole risk.

G. Compliance With Safety and Field Protection Directives.

The LEAGUE shall immediately comply with any directive issued by the Parks and Recreation Director concerning field preservation, safety protocols, weather-related closures, or corrective maintenance practices. Failure to comply shall constitute a material breach of this Agreement.

H. Environmental and Hazardous Materials.

The LEAGUE shall not store, release, or dispose of fuel, chemicals, fertilizers, herbicides,

cleaning solvents, or hazardous substances on CITY property without prior written approval. Any contamination caused by the LEAGUE shall be promptly remediated at its sole expense.

I. Field Recovery Periods.

The CITY reserves the right to impose rest periods, limit tournament scheduling, cap game counts, or restrict consecutive usage days in order to protect turf integrity and irrigation systems. Such determinations shall be within the CITY's sole discretion and shall not constitute a breach of this Agreement.

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

WITNESS OUR HAND THIS _____ DAY OF _____, 2026.

CITY OF HARLINGEN

BY: _____
Gabriel Gonzalez, CPM, City Manager

ATTEST:

BY: _____
Mayra Herrera, City Secretary

Harlingen National Youth Football League

BY: _____
LEAGUE REPRESENTATIVE

**AGENDA ITEM
EXECUTIVE SUMMARY**

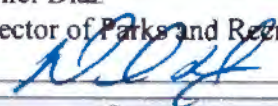
Meeting Date: **March 18th, 2026**

Agenda Item:

Consider and take action to approve a Facility Use Agreement between the City of Harlingen and the Harlingen Soccer League for use of the fields 7 and 8 at Harlingen Soccer Complex and authorize the City Manager to execute the agreement.

Prepared By: Daniel Diaz

Title: Director of Parks and Recreation

Signature: 

Summary:

Summary

All required documents from the Harlingen National Baseball and Softball League are on file with the City Parks and Recreation office including their current list of board members, the league by-laws, a copy of their 501c3 certification status, and Certificate of Insurance.

The Park and Recreation Advisory Board met on September 16, 2025, and voted to recommend approving the agreement with standard conditions for an additional year.

AFTER Board action, staff added provisions clarifying that:

IV. N - City Authority & Expectations

The Parks and Recreation Director may override or modify the LEAGUE's schedule to allow public access, City programs, or other uses in the community's best interest. All facilities are owned by the CITY. The CITY retains ultimate authority over access and use at all times.

Use is limited to league-related activities and approved concessions unless otherwise authorized in writing by the Parks and Recreation Director.

The LEAGUE shall not interfere with citizen access to open areas or other portions of the facility not assigned for scheduled league play or practice.

The LEAGUE is responsible for the behavior of officers, members, coaches, players, volunteers, spectators, and guests. Any misconduct, unlawful behavior, or negative impact on the CITY is a breach of this Agreement.

VIII.

Additionally, the CITY may immediately terminate this Agreement, without opportunity to cure, for any of the following:

Violence, threats, illegal activity, or disorderly conduct;

Conduct by the LEAGUE, its officers, members, coaches, players, volunteers, spectators, or guests that brings disrepute, embarrassment, or negative attention to the CITY;

Repeated interference with citizen access to facilities outside of scheduled league play or practice;

Failure to maintain required insurance coverage.

Use of CITY facilities is a privilege granted by this Agreement and may be revoked for cause. It is not a vested right.

XII. CONDITION OF PREMISES; DAMAGE; RESTORATION; RISK ALLOCATION

A. Condition of Premises; No Warranty.

The LEAGUE acknowledges that it has inspected the facilities and accepts them in their present condition, "AS IS," without representation or warranty by the CITY, express or implied, as to suitability, fitness, or condition. The CITY makes no warranty that the facilities will remain in any particular condition during the term of this Agreement, and all use is at the LEAGUE's sole risk.

B. Protection of Turf, Infield, Irrigation, and Improvements.

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posts, or any ground penetration without prior written approval of the Parks and Recreation Director. The CITY may suspend play or close fields at its sole discretion to prevent damage or allow turf recovery.

C. Responsibility for Damage Beyond Ordinary Wear.

The LEAGUE shall be responsible for and shall promptly reimburse the CITY for the full cost of repair or replacement of any damage to the facilities caused by the LEAGUE, its officers, members, coaches, players, volunteers, vendors, contractors, spectators, or guests, excluding ordinary wear and tear resulting from authorized use. The CITY's determination of whether damage exceeds ordinary wear and tear shall be final unless clearly arbitrary.

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Upon termination or expiration of this Agreement, the LEAGUE shall return the facilities to the CITY in substantially the same condition as received, reasonable wear and tear excepted. If restoration is required, the CITY may perform such work and invoice the LEAGUE for all associated costs, including labor, materials, equipment usage, and administrative expenses.

E. No Property Interest; Revocable License.

This Agreement grants only a revocable license to use designated facilities and does not convey any leasehold, possessory, or property interest. The CITY retains exclusive control over the premises at all times. Any improvements, fixtures, or attachments installed by the LEAGUE shall become the property of the CITY unless otherwise expressly agreed in writing.

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The CITY shall not be responsible for loss, theft, or damage to equipment, inventory, concession supplies, signage, or personal property belonging to the LEAGUE or any third party. All such property is stored and used at the LEAGUE's sole risk.

G. Compliance With Safety and Field Protection Directives.

The LEAGUE shall immediately comply with any directive issued by the Parks and Recreation Director concerning field preservation, safety protocols, weather-related closures, or corrective maintenance practices. Failure to comply shall constitute a material breach of this Agreement.

H. Environmental and Hazardous Materials.

The LEAGUE shall not store, release, or dispose of fuel, chemicals, fertilizers, herbicides, cleaning solvents, or hazardous substances on CITY property without prior written approval. Any contamination caused by the LEAGUE shall be promptly remediated at its sole expense.

I. Field Recovery Periods.

The CITY reserves the right to impose rest periods, limit tournament scheduling, cap game counts, or restrict consecutive usage days in order to protect turf integrity and irrigation systems. Such determinations shall be within the CITY's sole discretion and shall not constitute a breach of this Agreement.

Staff is recommending approval of this agreement as presented.

Staff Recommendation:

Staff recommends approval of the contract as presented and authorize the City Manager to execute the agreement.

City Manager's approval:

☐ Yes ☐ No ☐ N/A

Comments:

City Attorney's approval:

☒ Yes ☐ No ☐ N/A

STATE OF TEXAS ****
COUNTY OF CAMERON ****
CITY OF HARLINGEN ****

**FACILITY USAGE AGREEMENT FOR
Harlingen Soccer League**

I. WITNESS this Facility Usage Agreement hereby entered into this 18th day of March, 2026, between the CITY OF HARLINGEN, a Municipal Corporation situated in Cameron County, Texas, and acting herein by and through its duly authorized City Manager and its City Secretary, hereinafter designated as CITY, and HARLINGEN SOCCER LEAGUE, hereinafter designated as the LEAGUE.

 The CITY hereby grants usage to the LEAGUE for play thereon Fields 7 and 8 at the Harlingen Soccer Complex, all located in Harlingen, Texas. Use of Fields 7 and 8 under this Agreement shall be limited to Sundays only for league practices and regularly scheduled games, unless otherwise approved in writing by the Parks and Recreation Director. Tournaments or special events shall not be conducted without prior written approval from the Parks and Recreation Director. Contract is solely for fields/facilities agreed upon in contract. Any open green space at City Park is open and available to the public on a first come first served basis.

II. The term of the Agreement is as follows: Starting March 18, 2026, ending September 30, 2026.

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

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

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

- A.1 Use of Fields 7 and 8 at the Harlingen Soccer Complex by the Harlingen Soccer League is limited to Sundays only. Any use of these fields on other days of the week must receive prior written approval from the Parks and Recreation Director.
- B. The basic use of said facility by the LEAGUE shall be for the purpose of promoting, training and playing soccer and the operation of concessions incidental to such activities.
- C. LEAGUE will not use the facility for any activities other than the basic use described above and related scheduled the LEAGUE activities without prior consent of the Parks and Recreation Director.
- D. The LEAGUE will not use the facility for any unlawful purposes. The LEAGUE agrees to comply with all CITY ordinances and regulations and the laws of the State of Texas.
- E. Concession operations must meet all applicable CITY health codes and any other requirements of the CITY in this regard including, but not limited to:
1. Alcoholic beverages in all Municipal Parks are prohibited.
 2. Sale of any items in glass containers is prohibited.
- F. The LEAGUE shall discourage unsafe practices. The LEAGUE is prohibited from offering any reward, discount or free concession food or beverage items in exchange for the return of lost balls—*when applicable*.
- G. It is further covenanted and agreed that no concession on said facility will be granted by the LEAGUE to any person(s), corporation or other entity without prior written approval of the Parks and Recreation Director.
- H. CITY shall have the right to make the facility available, subject to the approved LEAGUE schedule (inclusive of any rainout or other rescheduled dates), to any CITY, school, civic group, or association which desires the use of said facility for any event or program for CITY, non-profit, and/or charitable purposes; provided that any such use shall not conflict with a previously scheduled game or other permitted event or program. Use of a facility for above mentioned uses shall be subject to CITY policies regarding such activities and to prior approval by Parks and Recreation Director.
- I. Prior to the execution of this Agreement, CITY and the LEAGUE shall inspect the facility and prepare a list of necessary repairs, if any, attached to a statement of

general conditions of the facility.

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

K. The LEAGUE shall bear all costs incidental to operation of said the LEAGUE hereunder except as noted below:

1. CITY shall maintain grass facility areas by providing watering, fertilizing, and mowing. Said services shall be provided only on normal work days and during normal work hours. The CITY shall square, and mark fields at the beginning of the season and the LEAGUE shall drag and/or mark fields from that point forward. The Exceptions to the provisions in this paragraph "1." shall be for the LEAGUE sponsored regional and/or national tournaments as deemed appropriate by the Parks and Recreation Director. Said tournaments shall be of a nature that has both an economic and tourism impact on the City.
2. Where installed, CITY agrees to provide utilities (except as noted in #3 below); maintain goals, lights, fence and bleachers.
3. If applicable, the LEAGUE shall maintain, at the LEAGUE expense, any scoreboard, if present, its attendant cables, controls, etc. and the LEAGUE shall own and maintain, at its expense, any public address system used.
4. The LEAGUE shall provide at own expense (when applicable), umpires, officials, scoreboard operators.
5. The LEAGUE is responsible for picking-up any and all trash generated or created by any aspect of the LEAGUE operation and use of CITY facilities, including, but not limited to, attendance at LEAGUE events and concession sales.
6. If applicable, the LEAGUE is responsible for cleaning and minor plumbing issues (i.e. clogs in sinks, urinals, or toilets) at facility restrooms and concessions including before, during and after league games, tournaments and any other club associated events, except restrooms not under the exclusive control of the league. The LEAGUE shall provide restroom cleaning supplies paper products, and hand soap for dispensers.
7. In the event of storms, hurricanes, high winds, or any other act of God, the LEAGUE is responsible for the removal of all their signage and sponsor

boards from fences at their designated areas of play or operation.

8. The LEAGUE shall submit yearly composition of board to include one Parent/Participant representative. (City representative will be allowed to attend.)
9. The LEAGUE shall conduct 2 in season board meetings open to the public/participants/parents.
10. The LEAGUE is recommended to submit a bid to their affiliated association for (1) regional tournament per calendar year.

L. Lights used during practice must be turned off no later than 10:00 p.m. Failure to comply with this provision of the Agreement will result in either the LEAGUE being charged for electrical use for the month in which the infraction occurred or forfeiture of the Agreement and the Leagues ability to use the Facilities. These conditions do not pertain to tournament play. Tournament play dates must be provided to the Parks and Recreation Director at least two weeks before the tournament is scheduled to commence. Use of lights is only for in-season games/practices/tournaments. Any other usage must be requested prior and approved by the Parks and Recreation Director.

M. If entry fees (gate) are to be charged to those attending league events at the Facility, they may only include tournaments and game play, and such fees shall not exceed the following amounts:

1. Participants in that day's tournament or game play (players, cheerleaders, etc) shall not be charged fee;
2. Persons eleven (11) years of age and younger shall be charged no more than one dollar (\$1.00) per day;
3. Persons twelve (12) years of age and older shall be charged no more than two dollars (\$2.00) per day.

N. City Authority & Expectations

1. The Parks and Recreation Director may override or modify the LEAGUE's schedule to allow public access, City programs, or other uses in the community's best interest. All facilities are owned by the CITY. The CITY retains ultimate authority over access and use at all times.
2. Use is limited to league-related activities and approved concessions unless

otherwise authorized in writing by the Parks and Recreation Director.

3. The LEAGUE shall not interfere with citizen access to open areas or other portions of the facility not assigned for scheduled league play or practice.
4. The LEAGUE is responsible for the behavior of officers, members, coaches, players, volunteers, spectators, and guests. Any misconduct, unlawful behavior, or negative impact on the CITY is a breach of this Agreement.

V. No later than ten (10) working days prior to the Start Date of the Agreement, the LEAGUE shall file with the CITY a schedule showing the dates and times that the facility will be used for practices, regularly scheduled games or races, ceremonies, or other activities for the first three months of the year. Schedule updates will be submitted every ninety (90) days thereafter. The schedule and any updates shall be subject to review as per Section IV.A. of this agreement. Additionally, the LEAGUE shall file with the CITY a roster or list of registrants, including names and home addresses. The LEAGUE shall, as soon as practical, notify CITY of any race or practice rescheduling and dates for major races or practices on said premises.

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

A. CITY reserves the rights to all advertising, signs and signage on and sponsorships of all fields, facilities, premises and appurtenances. No sale, lease or donation of advertising, sign, signage or sponsorship by the LEAGUE shall be permitted, valid or binding without the express written permission or consent of the CITY'S Elective Commission, which may be withheld at its sole discretion.

B. Nothing herein shall prevent the CITY from making improvements to a facility at CITY'S expense, if the CITY shall see fit to do so.

C. Any officer, agent or employee of CITY shall have free access to the facility at all times for the purpose of checking and inspecting or for maintenance and repairs. CITY shall have access to any storage buildings when accompanied by an official of the LEAGUE, other than in response to an immediate threat to public health, safety or welfare, in which case no LEAGUE official's presence is required.

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

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

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

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

Additionally, the CITY may immediately terminate this Agreement, without opportunity to cure, for any of the following:

- Violence, threats, illegal activity, or disorderly conduct;
- Conduct by the LEAGUE, its officers, members, coaches, players, volunteers, spectators, or guests that brings disrepute, embarrassment, or negative attention to the CITY;
- Repeated interference with citizen access to facilities outside of scheduled league play or practice;
- Failure to maintain required insurance coverage.

Use of CITY facilities is a privilege granted by this Agreement and may be revoked for cause. It is not a vested right.

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

X. LEAGUE shall annually furnish to City:

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

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

XII. CONDITION OF PREMISES; DAMAGE; RESTORATION; RISK ALLOCATION

A. Condition of Premises; No Warranty.

The LEAGUE acknowledges that it has inspected the facilities and accepts them in their present condition, "AS IS," without representation or warranty by the CITY, express or implied, as to suitability, fitness, or condition. The CITY makes no warranty that the facilities will remain in any particular condition during the term of this Agreement, and all use is at the LEAGUE's sole risk.

B. Protection of Turf, Infield, Irrigation, and Improvements.

The LEAGUE shall exercise reasonable care to prevent damage to all turf areas, infields, irrigation systems, drainage systems, fencing, lighting, bleachers, dugouts, scoreboards, utilities, and all other improvements located on the premises. The LEAGUE shall not permit overuse of fields under wet conditions, unauthorized vehicle access, staking, drilling, trenching, driving posts, or any ground penetration without prior written approval of the Parks and Recreation Director. The CITY may suspend play or close fields at its sole discretion to prevent damage or allow turf recovery.

C. Responsibility for Damage Beyond Ordinary Wear.

The LEAGUE shall be responsible for and shall promptly reimburse the CITY for the full cost of repair or replacement of any damage to the facilities caused by the LEAGUE, its officers, members, coaches, players, volunteers, vendors, contractors, spectators, or guests, excluding ordinary wear and tear resulting from authorized use. The CITY's determination of whether damage exceeds ordinary wear and tear shall be final unless clearly arbitrary.

D. Restoration Obligation.

Upon termination or expiration of this Agreement, the LEAGUE shall return the facilities to the CITY in substantially the same condition as received, reasonable wear and tear excepted. If restoration is required, the CITY may perform such work and invoice the LEAGUE for all associated costs, including labor, materials, equipment usage, and administrative expenses.

E. No Property Interest; Revocable License.

This Agreement grants only a revocable license to use designated facilities and does not convey any leasehold, possessory, or property interest. The CITY retains exclusive control over the premises at all times. Any improvements, fixtures, or attachments installed by the LEAGUE shall become the property of the CITY unless otherwise expressly agreed in writing.

F. Risk of Loss; No City Liability for Property.

The CITY shall not be responsible for loss, theft, or damage to equipment, inventory, concession supplies, signage, or personal property belonging to the LEAGUE or any third party. All such property is stored and used at the LEAGUE's sole risk.

G. Compliance With Safety and Field Protection Directives.

The LEAGUE shall immediately comply with any directive issued by the Parks and Recreation Director concerning field preservation, safety protocols, weather-related closures, or corrective maintenance practices. Failure to comply shall constitute a material breach of this Agreement.

H. Environmental and Hazardous Materials.

The LEAGUE shall not store, release, or dispose of fuel, chemicals, fertilizers, herbicides, cleaning solvents, or hazardous substances on CITY property without prior written approval. Any contamination caused by the LEAGUE shall be promptly remediated at its sole expense.

I. Field Recovery Periods.

The CITY reserves the right to impose rest periods, limit tournament scheduling, cap game counts, or restrict consecutive usage days in order to protect turf integrity and irrigation systems. Such determinations shall be within the CITY's sole discretion and shall not constitute a breach of this Agreement.

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

WITNESS OUR HAND THIS _____ DAY OF _____, 2026.

CITY OF HARLINGEN

BY: _____

Gabriel Gonzalez, CPM, City Manager

ATTEST:

BY: _____

Mayra Herrera, City Secretary

Harlingen Soccer League

BY: _____

LEAGUE REPRESENTATIVE

**AGENDA ITEM
EXECUTIVE SUMMARY**

7(b)

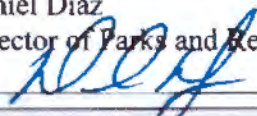
Meeting Date: **March 18th, 2026**

Agenda Item:

Consider and take action to approve a Facility Use Agreement between the City of Harlingen and the Rio Valley Amateur Soccer League for use of fields 1, 2, 3, at Vestal Park and authorize the City Manager to execute the agreement.

Prepared By: Daniel Diaz

Title: Director of Parks and Recreation

Signature: 

Summary:

Summary

All required documents from the Rio Valley Amateur Soccer League are on file with the City Parks and Recreation office including their current list of board members, the league by-laws, a copy of their 501c3 certification status, and Certificate of Insurance.

The Park and Recreation Advisory Board met on September 16, 2025, and voted to recommend approving the agreement with standard conditions for an additional year.

AFTER Board action, staff added provisions clarifying that:

IV. N - City Authority & Expectations

The Parks and Recreation Director may override or modify the LEAGUE's schedule to allow public access, City programs, or other uses in the community's best interest. All facilities are owned by the CITY. The CITY retains ultimate authority over access and use at all times.

Use is limited to league-related activities and approved concessions unless otherwise authorized in writing by the Parks and Recreation Director.

The LEAGUE shall not interfere with citizen access to open areas or other portions of the facility not assigned for scheduled league play or practice.

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VIII.

Additionally, the CITY may immediately terminate this Agreement, without opportunity to cure, for any of the following:

Violence, threats, illegal activity, or disorderly conduct;

Conduct by the LEAGUE, its officers, members, coaches, players, volunteers, spectators, or guests that brings disrepute, embarrassment, or negative attention to the CITY;

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I. Field Recovery Periods.

The CITY reserves the right to impose rest periods, limit tournament scheduling, cap game counts, or restrict consecutive usage days in order to protect turf integrity and irrigation systems. Such determinations shall be within the CITY's sole discretion and shall not constitute a breach of this Agreement.

Staff is recommending approval of this agreement as presented.

Staff Recommendation:

Staff recommends approval of the contract as presented and authorize the City Manager to execute the agreement.

City Manager's approval:

66

☒ Yes

☐ No

☐ N/A

Comments:

City Attorney's approval:

Ma An

☒ Yes

☐ No

☐ N/A

STATE OF TEXAS *****
COUNTY OF CAMERON *****
CITY OF HARLINGEN *****

**FACILITY USAGE AGREEMENT FOR
Rio Valley Amateur Soccer League**

I. WITNESS this Facility Usage Agreement hereby entered into this 18th day of March, 2026, between the CITY OF HARLINGEN, a Municipal Corporation situated in Cameron County, Texas, and acting herein by and through its duly authorized City Manager and its City Secretary, hereinafter designated as CITY, and RIO VALLEY AMATEUR SOCCER LEAGUE, hereinafter designated as the LEAGUE.

The CITY hereby grants usage to the LEAGUE for play thereon Fields 1 and 2 at Vestal Park located in Harlingen, Texas. Use of Fields 1 and 2 under this Agreement shall be limited to Sundays only for league practices and regularly scheduled games, unless otherwise approved in writing by the Parks and Recreation Director. Tournaments or special events shall not be conducted without prior written approval from the Parks and Recreation Director. Contract is solely for fields/facilities agreed upon in contract. Any open green space at City Park is open and available to the public on a first come first served basis.

II. The term of the Agreement is as follows: Starting March 18, 2026, ending September 30, 2026.

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

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

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

- B. The basic use of said facility by the LEAGUE shall be for the purpose of promoting, training and playing soccer and the operation of the concessions incidental to such activities.
- C. LEAGUE will not use the facility for any activities other than the basic use described above and related scheduled the LEAGUE activities without prior consent of the Parks and Recreation Director.
- D. The LEAGUE will not use the facility for any unlawful purposes. The LEAGUE agrees to comply with all CITY ordinances and regulations and the laws of the State of Texas.
- E. Concession operations must meet all applicable CITY health codes and any other requirements of the CITY in this regard including, but not limited to:
 - 1. Alcoholic beverages in all Municipal Parks are prohibited.
 - 2. Sale of any items in glass containers is prohibited.
- F. The LEAGUE shall discourage unsafe practices. The LEAGUE is prohibited from offering any reward, discount or free concession food or beverage items in exchange for the return of lost balls—*when applicable*.
- G. It is further covenanted and agreed that no concession on said facility will be granted by the LEAGUE to any person(s), corporation or other entity without prior written approval of the Parks and Recreation Director.
- H. CITY shall have the right to make the facility available, subject to the approved LEAGUE schedule (inclusive of any rainout or other rescheduled dates), to any CITY, school, civic group, or association which desires the use of said facility for any event or program for CITY, non-profit, and/or charitable purposes; provided that any such use shall not conflict with a previously scheduled game or other permitted event or program. Use of a facility for above mentioned uses shall be subject to CITY policies regarding such activities and to prior approval by Parks and Recreation Director.
- I. Prior to the execution of this Agreement, CITY and the LEAGUE shall inspect the facility and prepare a list of necessary repairs, if any, attached to a statement of general conditions of the facility.
- J. CITY shall have the right to take over/use any of these facilities in the event of public necessity, declared emergency, or other public need.
- K. The LEAGUE shall bear all costs incidental to operation of said the LEAGUE hereunder except as noted below:

1. CITY shall maintain grass facility areas by providing watering, fertilizing, and mowing. Said services shall be provided only on normal work days and during normal work hours. The CITY shall square, and mark fields at the beginning of the season and the LEAGUE shall drag and/or mark fields from that point forward. The Exceptions to the provisions in this paragraph "1." shall be for the LEAGUE sponsored regional and/or national tournaments as deemed appropriate by the Parks and Recreation Director. Said tournaments shall be of a nature that has both an economic and tourism impact on the City.
2. Where installed, CITY agrees to provide utilities (except as noted in #3 below); maintain goals, lights, fence and bleachers.
3. If applicable, the LEAGUE shall maintain, at the LEAGUE expense, any scoreboard, if present, its attendant cables, controls, etc. and the LEAGUE shall own and maintain, at its expense, any public address system used.
4. The LEAGUE shall provide at own expense (when applicable), umpires, officials, scoreboard operators.
5. The LEAGUE is responsible for picking-up any and all trash generated or created by any aspect of the LEAGUE operation and use of CITY facilities, including, but not limited to, attendance at LEAGUE events and concession sales.
6. If applicable, the LEAGUE is responsible for cleaning and minor plumbing issues (i.e. clogs in sinks, urinals, or toilets) at facility restrooms and concessions including before, during and after league games, tournaments and any other club associated events, except restrooms not under the exclusive control of the league. The LEAGUE shall provide restroom cleaning supplies paper products, and hand soap for dispensers.
7. In the event of storms, hurricanes, high winds, or any other act of God, the LEAGUE is responsible for the removal of all their signage and sponsor boards from fences at their designated areas of play or operation.
8. The LEAGUE shall submit yearly composition of board to include one Parent/Participant representative. (City representative will be allowed to attend.)
9. The LEAGUE shall conduct 2 in season board meetings open to the

public/participants/parents.

10. The LEAGUE is recommended to submit a bid to their affiliated association for (1) regional tournament per calendar year.

L. Lights used during practice must be turned off no later than 10:00 p.m. Failure to comply with this provision of the Agreement will result in either the LEAGUE being charged for electrical use for the month in which the infraction occurred or forfeiture of the Agreement and the Leagues ability to use the Facilities. These conditions do not pertain to tournament play. Tournament play dates must be provided to the Parks and Recreation Director at least two weeks before the tournament is scheduled to commence. Use of lights is only for in-season games/practices/tournaments. Any other usage must be requested prior and approved by the Parks and Recreation Director.

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4. The LEAGUE is responsible for the behavior of officers, members, coaches, players, volunteers, spectators, and guests. Any misconduct, unlawful

behavior, or negative impact on the CITY is a breach of this Agreement.

V. No later than ten (10) working days prior to the Start Date of the Agreement, the LEAGUE shall file with the CITY a schedule showing the dates and times that the facility will be used for practices, regularly scheduled games or races, ceremonies, or other activities for the first three months of the year. Schedule updates will be submitted every ninety (90) days thereafter. The schedule and any updates shall be subject to review as per Section IV.A. of this agreement. Additionally, the LEAGUE shall file with the CITY a roster or list of registrants, including names and home addresses. The LEAGUE shall, as soon as practical, notify CITY of any race or practice rescheduling and dates for major races or practices on said premises.

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

A. CITY reserves the rights to all advertising, signs and signage on and sponsorships of all fields, facilities, premises and appurtenances. No sale, lease or donation of advertising, sign, signage or sponsorship by the LEAGUE shall be permitted, valid or binding without the express written permission or consent of the CITY'S Elective Commission, which may be withheld at its sole discretion.

B. Nothing herein shall prevent the CITY from making improvements to a facility at CITY'S expense, if the CITY shall see fit to do so.

C. Any officer, agent or employee of CITY shall have free access to the facility at all times for the purpose of checking and inspecting or for maintenance and repairs. CITY shall have access to any storage buildings when accompanied by an official of the LEAGUE, other than in response to an immediate threat to public health, safety or welfare, in which case no LEAGUE official's presence is required.

VII. A. The LEAGUE shall carry valid and collectible Commercial General Liability (CGL) insurance, naming the CITY OF HARLINGEN as an additional insured, for not less than Two Million (\$2,000,000.00) Dollars aggregate and One Million (\$1,000,000.00) each occurrence for

bodily injury or death and Five Hundred Thousand and No/100 (\$500,000.00) Dollars each occurrence for property damage. Such insurance policy shall provide that the same cannot be canceled unless thirty (30) days written notice of such cancellation has been given to CITY. If such policy is canceled or expires during the term of this Agreement, the LEAGUE shall forthwith discontinue the use of said facility unless and until a policy in the amounts hereinabove provided is obtained and presented to the Parks and Recreation Director of the City of Harlingen, Texas. A copy of said insurance policy shall be submitted to the Risk Manager of Harlingen for review prior to the execution of this Agreement by CITY.

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

VIII. In case of default of any of the covenants herein, CITY may enforce the performance of this Agreement in any manner provided by law, and this lease may be voided at CITY'S discretion if such default continues for a period of ten (10) days after the CITY notifies the LEAGUE of such default and its intention to declare the Agreement forfeited. Such notice shall be sent by fax or (if

available) by certified mail, return receipt requested, addressed to the last known fax or address of the LEAGUE, with the fax and address for all purposes herein stated below:

212 E. Van Buren Harlingen, Tx 78550

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

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- Failure to maintain required insurance coverage.

Use of CITY facilities is a privilege granted by this Agreement and may be revoked for cause. It is not a vested right.

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

X. LEAGUE shall annually furnish to City:

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

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

XII. CONDITION OF PREMISES; DAMAGE; RESTORATION; RISK ALLOCATION

A. Condition of Premises; No Warranty.

The LEAGUE acknowledges that it has inspected the facilities and accepts them in their present condition, "AS IS," without representation or warranty by the CITY, express or implied, as to suitability, fitness, or condition. The CITY makes no warranty that the facilities will remain in any particular condition during the term of this Agreement, and all use is at the LEAGUE's sole risk.

B. Protection of Turf, Infield, Irrigation, and Improvements.

The LEAGUE shall exercise reasonable care to prevent damage to all turf areas, infields, irrigation systems, drainage systems, fencing, lighting, bleachers, dugouts, scoreboards, utilities, and all other improvements located on the premises. The LEAGUE shall not permit overuse of fields under wet conditions, unauthorized vehicle access, staking, drilling, trenching, driving posts, or any ground penetration without prior written approval of the Parks and Recreation Director. The CITY may suspend play or close fields at its sole discretion to prevent damage or allow turf recovery.

C. Responsibility for Damage Beyond Ordinary Wear.

The LEAGUE shall be responsible for and shall promptly reimburse the CITY for the full cost of repair or replacement of any damage to the facilities caused by the LEAGUE, its officers, members, coaches, players, volunteers, vendors, contractors, spectators, or guests, excluding ordinary wear and tear resulting from authorized use. The CITY's determination of whether damage exceeds ordinary wear and tear shall be final unless clearly arbitrary.

D. Restoration Obligation.

Upon termination or expiration of this Agreement, the LEAGUE shall return the facilities to the CITY in substantially the same condition as received, reasonable wear and tear excepted. If restoration is required, the CITY may perform such work and invoice the LEAGUE for all associated costs, including labor, materials, equipment usage, and administrative expenses.

E. No Property Interest; Revocable License.

This Agreement grants only a revocable license to use designated facilities and does not convey any leasehold, possessory, or property interest. The CITY retains exclusive control over the premises at all times. Any improvements, fixtures, or attachments installed by the LEAGUE shall become the property of the CITY unless otherwise expressly agreed in writing.

F. Risk of Loss; No City Liability for Property.

The CITY shall not be responsible for loss, theft, or damage to equipment, inventory, concession supplies, signage, or personal property belonging to the LEAGUE or any third party. All such property is stored and used at the LEAGUE's sole risk.

G. Compliance With Safety and Field Protection Directives.

The LEAGUE shall immediately comply with any directive issued by the Parks and Recreation Director concerning field preservation, safety protocols, weather-related closures, or corrective maintenance practices. Failure to comply shall constitute a material breach of this Agreement.

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The LEAGUE shall not store, release, or dispose of fuel, chemicals, fertilizers, herbicides, cleaning solvents, or hazardous substances on CITY property without prior written approval. Any contamination caused by the LEAGUE shall be promptly remediated at its sole expense.

I. Field Recovery Periods.

The CITY reserves the right to impose rest periods, limit tournament scheduling, cap game counts, or restrict consecutive usage days in order to protect turf integrity and irrigation systems. Such determinations shall be within the CITY's sole discretion and shall not constitute a breach of this Agreement.

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

WITNESS OUR HAND THIS _____ DAY OF _____, 2026.

CITY OF HARLINGEN

BY: _____

Gabriel Gonzalez, CPM, City Manager

ATTEST:

BY: _____

Mayra Herrera, City Secretary

Rio Valley Amateur Soccer League

BY: _____

LEAGUE REPRESENTATIVE

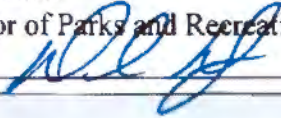
**AGENDA ITEM
EXECUTIVE SUMMARY**

7(1)

Meeting Date: **March 18th, 2026**

Agenda Item:

Consider and take action to approve a Facility Use Agreement between the City of Harlingen and the South Texas Little League for use of fields 1, 2, 3, 4, 5, and 6 at Pendleton Park and authorize the City Manager to execute the agreement.

Prepared By: Daniel Diaz
Title: Director of Parks and Recreation
Signature: 

Summary:
Summary

All required documents from the South Texas Little League are on file with the City Parks and Recreation office including their current list of board members, the league by-laws, a copy of their 501c3 certification status, and Certificate of Insurance.

The Park and Recreation Advisory Board met on September 16, 2025, and voted to recommend approving the agreement with standard conditions for an additional year.

AFTER Board action, staff added provisions clarifying that:

IV. N - City Authority & Expectations

The Parks and Recreation Director may override or modify the LEAGUE's schedule to allow public access, City programs, or other uses in the community's best interest. All facilities are owned by the CITY. The CITY retains ultimate authority over access and use at all times.

Use is limited to league-related activities and approved concessions unless otherwise authorized in writing by the Parks and Recreation Director.

The LEAGUE shall not interfere with citizen access to open areas or other portions of the facility not assigned for scheduled league play or practice.

The LEAGUE is responsible for the behavior of officers, members, coaches, players, volunteers, spectators, and guests. Any misconduct, unlawful behavior, or negative impact on the CITY is a breach of this Agreement.

VIII.

Additionally, the CITY may immediately terminate this Agreement, without opportunity to cure, for any of the following:

Violence, threats, illegal activity, or disorderly conduct;

Conduct by the LEAGUE, its officers, members, coaches, players, volunteers, spectators, or guests that brings disrepute, embarrassment, or negative attention to the CITY;

Repeated interference with citizen access to facilities outside of scheduled league play or practice;

Failure to maintain required insurance coverage.

Use of CITY facilities is a privilege granted by this Agreement and may be revoked for cause. It is not a vested right.

XII. CONDITION OF PREMISES; DAMAGE; RESTORATION; RISK ALLOCATION

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The LEAGUE shall immediately comply with any directive issued by the Parks and Recreation Director concerning field preservation, safety protocols, weather-related closures, or corrective maintenance practices. Failure to comply shall constitute a material breach of this Agreement.

H. Environmental and Hazardous Materials.

The LEAGUE shall not store, release, or dispose of fuel, chemicals, fertilizers, herbicides, cleaning solvents, or hazardous substances on CITY property without prior written approval. Any contamination caused by the LEAGUE shall be promptly remediated at its sole expense.

I. Field Recovery Periods.

The CITY reserves the right to impose rest periods, limit tournament scheduling, cap game counts, or restrict consecutive usage days in order to protect turf integrity and irrigation systems. Such determinations shall be within the CITY's sole discretion and shall not constitute a breach of this Agreement.

Staff is recommending approval of this agreement as presented.

Staff Recommendation:

Staff recommends approval of the contract as presented and authorize the City Manager to execute the agreement.

City Manager's approval:

6/6



Yes



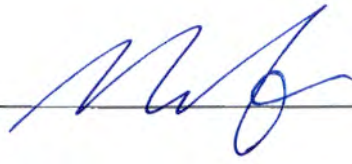
No



N/A

Comments:

City Attorney's approval:

☒

Yes

☐

No

☐

N/A

STATE OF TEXAS *****
COUNTY OF CAMERON *****
CITY OF HARLINGEN *****

**FACILITY USAGE AGREEMENT FOR
South Texas Little League**

I. WITNESS this Facility Usage Agreement hereby entered into this 18th day of March, 2026, between the CITY OF HARLINGEN, a Municipal Corporation situated in Cameron County, Texas, and acting herein by and through its duly authorized City Manager and its City Secretary, hereinafter designated as CITY, and SOUTH TEXAS LITTLE LEAGUE, hereinafter designated as the LEAGUE.

The CITY hereby grants usage to the LEAGUE for play thereon Fields 1, 2, 3, 4, 5, and 6 at Pendleton Park, all located in Harlingen, Texas. Use of these fields by the LEAGUE shall be permitted during the LEAGUE's regular season and approved activities for league practices and regularly scheduled games, subject to scheduling approval by the Parks and Recreation Director. Tournaments or special events shall not be conducted without prior written approval from the Parks and Recreation Director. Contract is solely for fields/facilities agreed upon in contract. Any open green space at City Park is open and available to the public on a first come first served basis.

II. The term of the Agreement is as follows: Starting March 18, 2026, ending September 30, 2026.

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

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

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

subject to approval by the Parks and Recreation Director.

- B. The basic use of said facility by the LEAGUE shall be for the purpose of promoting, training and playing baseball/softball and the operation of the concessions incidental to such activities.
- C. LEAGUE will not use the facility for any activities other than the basic use described above and related scheduled the LEAGUE activities without prior consent of the Parks and Recreation Director.
- D. The LEAGUE will not use the facility for any unlawful purposes. The LEAGUE agrees to comply with all CITY ordinances and regulations and the laws of the State of Texas.
- E. Concession operations must meet all applicable CITY health codes and any other requirements of the CITY in this regard including, but not limited to:
 - 1. Alcoholic beverages in all Municipal Parks are prohibited.
 - 2. Sale of any items in glass containers is prohibited.
- F. The LEAGUE shall discourage unsafe practices. The LEAGUE is prohibited from offering any reward, discount or free concession food or beverage items in exchange for the return of lost balls—*when applicable*.
- G. It is further covenanted and agreed that no concession on said facility will be granted by the LEAGUE to any person(s), corporation or other entity without prior written approval of the Parks and Recreation Director.
- H. CITY shall have the right to make the facility available, subject to the approved LEAGUE schedule (inclusive of any rainout or other rescheduled dates), to any CITY, school, civic group, or association which desires the use of said facility for any event or program for CITY, non-profit, and/or charitable purposes; provided that any such use shall not conflict with a previously scheduled game or other permitted event or program. Use of a facility for above mentioned uses shall be subject to CITY policies regarding such activities and to prior approval by Parks and Recreation Director.
- I. Prior to the execution of this Agreement, CITY and the LEAGUE shall inspect the facility and prepare a list of necessary repairs, if any, attached to a statement of general conditions of the facility.
- J. CITY shall have the right to take over/use any of these facilities in the event of public necessity, declared emergency, or other public need.
- K. The LEAGUE shall bear all costs incidental to operation of said the LEAGUE

hereunder except as noted below:

1. CITY shall maintain grass facility areas by providing watering, fertilizing, and mowing. Said services shall be provided only on normal work days and during normal work hours. The CITY shall square, and mark fields at the beginning of the season and the LEAGUE shall drag and/or mark fields from that point forward. The Exceptions to the provisions in this paragraph "1." shall be for the LEAGUE sponsored regional and/or national tournaments as deemed appropriate by the Parks and Recreation Director. Said tournaments shall be of a nature that has both an economic and tourism impact on the City.
2. Where installed, CITY agrees to provide utilities (except as noted in #3 below); maintain goals, lights, fence and bleachers.
3. If applicable, the LEAGUE shall maintain, at the LEAGUE expense, any scoreboard, if present, its attendant cables, controls, etc. and the LEAGUE shall own and maintain, at its expense, any public address system used.
4. The LEAGUE shall provide at own expense (when applicable), umpires, officials, scoreboard operators.
5. The LEAGUE is responsible for picking-up any and all trash generated or created by any aspect of the LEAGUE operation and use of CITY facilities, including, but not limited to, attendance at LEAGUE events and concession sales.
6. If applicable, the LEAGUE is responsible for cleaning and minor plumbing issues (i.e. clogs in sinks, urinals, or toilets) at facility restrooms and concessions including before, during and after league games, tournaments and any other club associated events, except restrooms not under the exclusive control of the league. The LEAGUE shall provide restroom cleaning supplies paper products, and hand soap for dispensers.
7. In the event of storms, hurricanes, high winds, or any other act of God, the LEAGUE is responsible for the removal of all their signage and sponsor boards from fences at their designated areas of play or operation.
8. The LEAGUE shall submit yearly composition of board to include one Parent/Participant representative. (City representative will be allowed to attend.)

9. The LEAGUE shall conduct 2 in season board meetings open to the public/participants/parents.
 10. The LEAGUE is recommended to submit a bid to their affiliated association for (1) regional tournament per calendar year.
- L. Lights used during practice must be turned off no later than 10:00 p.m. Failure to comply with this provision of the Agreement will result in either the LEAGUE being charged for electrical use for the month in which the infraction occurred or forfeiture of the Agreement and the Leagues ability to use the Facilities. These conditions do not pertain to tournament play. Tournament play dates must be provided to the Parks and Recreation Director at least two weeks before the tournament is scheduled to commence. Use of lights is only for in-season games/practices/tournaments. Any other usage must be requested prior and approved by the Parks and Recreation Director.
- M. If entry fees (gate) are to be charged to those attending league events at the Facility, they may only include tournaments and game play, and such fees shall not exceed the following amounts:
1. Participants in that day's tournament or game play (players, cheerleaders, etc) shall not be charged fee;
 2. Persons eleven (11) years of age and younger shall be charged no more than one dollar (\$1.00) per day;
 3. Persons twelve (12) years of age and older shall be charged no more than two dollars (\$2.00) per day.
- N. City Authority & Expectations
1. The Parks and Recreation Director may override or modify the LEAGUE's schedule to allow public access, City programs, or other uses in the community's best interest. All facilities are owned by the CITY. The CITY retains ultimate authority over access and use at all times.
 2. Use is limited to league-related activities and approved concessions unless otherwise authorized in writing by the Parks and Recreation Director.
 3. The LEAGUE shall not interfere with citizen access to open areas or other portions of the facility not assigned for scheduled league play or practice.
 4. The LEAGUE is responsible for the behavior of officers, members, coaches,

players, volunteers, spectators, and guests. Any misconduct, unlawful behavior, or negative impact on the CITY is a breach of this Agreement.

V. No later than ten (10) working days prior to the Start Date of the Agreement, the LEAGUE shall file with the CITY a schedule showing the dates and times that the facility will be used for practices, regularly scheduled games or races, ceremonies, or other activities for the first three months of the year. Schedule updates will be submitted every ninety (90) days thereafter. The schedule and any updates shall be subject to review as per Section IV.A. of this agreement. Additionally, the LEAGUE shall file with the CITY a roster or list of registrants, including names and home addresses. The LEAGUE shall, as soon as practical, notify CITY of any race or practice rescheduling and dates for major races or practices on said premises.

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

A. CITY reserves the rights to all advertising, signs and signage on and sponsorships of all fields, facilities, premises and appurtenances. No sale, lease or donation of advertising, sign, signage or sponsorship by the LEAGUE shall be permitted, valid or binding without the express written permission or consent of the CITY'S Elective Commission, which may be withheld at its sole discretion.

B. Nothing herein shall prevent the CITY from making improvements to a facility at CITY'S expense, if the CITY shall see fit to do so.

C. Any officer, agent or employee of CITY shall have free access to the facility at all times for the purpose of checking and inspecting or for maintenance and repairs. CITY shall have access to any storage buildings when accompanied by an official of the LEAGUE, other than in response to an immediate threat to public health, safety or welfare, in which case no LEAGUE official's presence is required.

VII. A. The LEAGUE shall carry valid and collectible Commercial General Liability (CGL) insurance, naming the CITY OF HARLINGEN as an additional insured, for not less than Two

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

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

VIII. In case of default of any of the covenants herein, CITY may enforce the performance of this Agreement in any manner provided by law, and this lease may be voided at CITY'S discretion if such default continues for a period of ten (10) days after the CITY notifies the LEAGUE of such

default and its intention to declare the Agreement forfeited. Such notice shall be sent by fax or (if available) by certified mail, return receipt requested, addressed to the last known fax or address of the LEAGUE, with the fax and address for all purposes herein stated below:

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

Additionally, the CITY may immediately terminate this Agreement, without opportunity to cure, for any of the following:

- Violence, threats, illegal activity, or disorderly conduct;
- Conduct by the LEAGUE, its officers, members, coaches, players, volunteers, spectators, or guests that brings disrepute, embarrassment, or negative attention to the CITY;
- Repeated interference with citizen access to facilities outside of scheduled league play or practice;
- Failure to maintain required insurance coverage.

Use of CITY facilities is a privilege granted by this Agreement and may be revoked for cause. It is not a vested right.

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2. A copy of its Certificate of Incorporation; and
3. A copy of its by-laws; and
4. A list of current Board Members and Officers with email addresses, fax numbers, addresses and phone numbers; and
5. A copy of its annual audited financial statement at the end of the play season; and
6. A copy of its current IRS Form 990; and
7. Minutes of all board meetings; and
8. A copy of background checks of all board members and volunteers. (coaches, scorekeepers, trainers, etc.)

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

WITNESS OUR HAND THIS _____ DAY OF _____, 2026.

CITY OF HARLINGEN

BY: _____

Gabriel Gonzalez, CPM, City Manager

ATTEST:

BY: _____

Mayra Herrera, City Secretary

South Texas Little League

BY: _____

LEAGUE REPRESENTATIVE

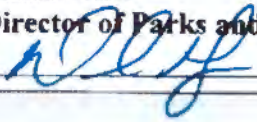
7(3)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: March 18th, 2026

Agenda Item:

Consider and take action to approve a Facility Use Agreement between the City of Harlingen and the TYFA Harlingen Wolfpack for use of the lighted open space at Wilson Sports Complex and authorize the City Manager to execute the agreement.

Prepared By: Daniel Diaz
Title: Director of Parks and Recreation
Signature: 

Summary:

Summary

All required documents from the TYFA Harlingen Wolfpack are on file with the City Parks and Recreation office including their current list of board members, the league by-laws, a copy of their 501c3 certification status, and Certificate of Insurance.

The Park and Recreation Advisory Board met on September 16, 2025, and voted to recommend approving the agreement with standard conditions for an additional year.

AFTER Board action, staff added provisions clarifying that:

IV. N - City Authority & Expectations

The Parks and Recreation Director may override or modify the LEAGUE's schedule to allow public access, City programs, or other uses in the community's best interest. All facilities are owned by the CITY. The CITY retains ultimate authority over access and use at all times.

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The LEAGUE is responsible for the behavior of officers, members, coaches, players, volunteers, spectators, and guests. Any misconduct, unlawful behavior, or negative impact on the CITY is a breach of this Agreement.

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Additionally, the CITY may immediately terminate this Agreement, without opportunity to cure, for any of the following:

Violence, threats, illegal activity, or disorderly conduct;

Conduct by the LEAGUE, its officers, members, coaches, players, volunteers, spectators, or guests that brings disrepute, embarrassment, or negative attention to the CITY;

Repeated interference with citizen access to facilities outside of scheduled league play or practice;

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XII. CONDITION OF PREMISES; DAMAGE; RESTORATION; RISK ALLOCATION

A. Condition of Premises; No Warranty.

The LEAGUE acknowledges that it has inspected the facilities and accepts them in their present condition, "AS IS," without representation or warranty by the CITY, express or implied, as to suitability, fitness, or condition. The CITY makes no warranty that the facilities will remain in any particular condition during the term of this Agreement, and all use is at the LEAGUE's sole risk.

B. Protection of Turf, Infield, Irrigation, and Improvements.

The LEAGUE shall exercise reasonable care to prevent damage to all turf areas, infields, irrigation systems, drainage systems, fencing, lighting, bleachers, dugouts, scoreboards, utilities, and all other improvements located on the premises. The LEAGUE shall not permit overuse of fields under wet conditions, unauthorized vehicle access, staking, drilling, trenching, driving

posts, or any ground penetration without prior written approval of the Parks and Recreation Director. The CITY may suspend play or close fields at its sole discretion to prevent damage or allow turf recovery.

C. Responsibility for Damage Beyond Ordinary Wear.

The LEAGUE shall be responsible for and shall promptly reimburse the CITY for the full cost of repair or replacement of any damage to the facilities caused by the LEAGUE, its officers, members, coaches, players, volunteers, vendors, contractors, spectators, or guests, excluding ordinary wear and tear resulting from authorized use. The CITY's determination of whether damage exceeds ordinary wear and tear shall be final unless clearly arbitrary.

D. Restoration Obligation.

Upon termination or expiration of this Agreement, the LEAGUE shall return the facilities to the CITY in substantially the same condition as received, reasonable wear and tear excepted. If restoration is required, the CITY may perform such work and invoice the LEAGUE for all associated costs, including labor, materials, equipment usage, and administrative expenses.

E. No Property Interest; Revocable License.

This Agreement grants only a revocable license to use designated facilities and does not convey any leasehold, possessory, or property interest. The CITY retains exclusive control over the premises at all times. Any improvements, fixtures, or attachments installed by the LEAGUE shall become the property of the CITY unless otherwise expressly agreed in writing.

F. Risk of Loss; No City Liability for Property.

The CITY shall not be responsible for loss, theft, or damage to equipment, inventory, concession supplies, signage, or personal property belonging to the LEAGUE or any third party. All such property is stored and used at the LEAGUE's sole risk.

G. Compliance With Safety and Field Protection Directives.

The LEAGUE shall immediately comply with any directive issued by the Parks and Recreation Director concerning field preservation, safety protocols, weather-related closures, or corrective maintenance practices. Failure to comply shall constitute a material breach of this Agreement.

H. Environmental and Hazardous Materials.

The LEAGUE shall not store, release, or dispose of fuel, chemicals, fertilizers, herbicides, cleaning solvents, or hazardous substances on CITY property without prior written approval. Any contamination caused by the LEAGUE shall be promptly remediated at its sole expense.

I. Field Recovery Periods.

The CITY reserves the right to impose rest periods, limit tournament scheduling, cap game counts, or restrict consecutive usage days in order to protect turf integrity and irrigation systems. Such determinations shall be within the CITY's sole discretion and shall not constitute a breach of this Agreement.

Staff is recommending approval of this agreement as presented.

Staff Recommendation:

Staff recommends approval of the contract as presented and authorize the City Manager to execute the agreement.

City Manager's approval:



Yes



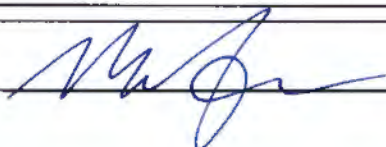
No



N/A

Comments:

City Attorney's approval:



Yes



No



N/A

STATE OF TEXAS ****
COUNTY OF CAMERON ****
CITY OF HARLINGEN ****

**FACILITY USAGE AGREEMENT FOR
TYFA Harlingen Wolfpack**

I. WITNESS this Facility Usage Agreement hereby entered into this 18th day of March, 2026, between the CITY OF HARLINGEN, a Municipal Corporation situated in Cameron County, Texas, and acting herein by and through its duly authorized City Manager and its City Secretary, hereinafter designated as CITY, and TYFA Harlingen Wolfpack, hereinafter designated as the LEAGUE.

 The CITY hereby grants usage to the LEAGUE for play thereon the lighted open space at Wilson Sports Complex located in Harlingen, Texas. Use of this facility by the LEAGUE shall be permitted Monday through Sunday for league practices and regularly scheduled games, subject to scheduling approval by the Parks and Recreation Director. Tournaments or special events shall not be conducted without prior written approval from the Parks and Recreation Director. Contract is solely for fields/facilities agreed upon in contract. Any open green space at City Park is open and available to the public on a first come first served basis.

II. The term of the Agreement is as follows: Starting March 18, 2026, ending September 30, 2026.

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

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

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

- B. The basic use of said facility by the LEAGUE shall be for the purpose of promoting, training and playing football and the operation of the concessions incidental to such activities.
- C. LEAGUE will not use the facility for any activities other than the basic use described above and related scheduled the LEAGUE activities without prior consent of the Parks and Recreation Director.
- D. The LEAGUE will not use the facility for any unlawful purposes. The LEAGUE agrees to comply with all CITY ordinances and regulations and the laws of the State of Texas.
- E. Concession operations must meet all applicable CITY health codes and any other requirements of the CITY in this regard including, but not limited to:
 - 1. Alcoholic beverages in all Municipal Parks are prohibited.
 - 2. Sale of any items in glass containers is prohibited.
- F. The LEAGUE shall discourage unsafe practices. The LEAGUE is prohibited from offering any reward, discount or free concession food or beverage items in exchange for the return of lost balls—*when applicable*.
- G. It is further covenanted and agreed that no concession on said facility will be granted by the LEAGUE to any person(s), corporation or other entity without prior written approval of the Parks and Recreation Director.
- H. CITY shall have the right to make the facility available, subject to the approved LEAGUE schedule (inclusive of any rainout or other rescheduled dates), to any CITY, school, civic group, or association which desires the use of said facility for any event or program for CITY, non-profit, and/or charitable purposes; provided that any such use shall not conflict with a previously scheduled game or other permitted event or program. Use of a facility for above mentioned uses shall be subject to CITY policies regarding such activities and to prior approval by Parks and Recreation Director.
- I. Prior to the execution of this Agreement, CITY and the LEAGUE shall inspect the facility and prepare a list of necessary repairs, if any, attached to a statement of general conditions of the facility.
- J. CITY shall have the right to take over/use any of these facilities in the event of public necessity, declared emergency, or other public need.
- K. The LEAGUE shall bear all costs incidental to operation of said the LEAGUE hereunder except as noted below:

1. CITY shall maintain grass facility areas by providing watering, fertilizing, and mowing. Said services shall be provided only on normal work days and during normal work hours. The CITY shall square, and mark fields at the beginning of the season and the LEAGUE shall drag and/or mark fields from that point forward. The Exceptions to the provisions in this paragraph "1." shall be for the LEAGUE sponsored regional and/or national tournaments as deemed appropriate by the Parks and Recreation Director. Said tournaments shall be of a nature that has both an economic and tourism impact on the City.
2. Where installed, CITY agrees to provide utilities (except as noted in #3 below); maintain goals, lights, fence and bleachers.
3. If applicable, the LEAGUE shall maintain, at the LEAGUE expense, any scoreboard, if present, its attendant cables, controls, etc. and the LEAGUE shall own and maintain, at its expense, any public address system used.
4. The LEAGUE shall provide at own expense (when applicable), umpires, officials, scoreboard operators.
5. The LEAGUE is responsible for picking-up any and all trash generated or created by any aspect of the LEAGUE operation and use of CITY facilities, including, but not limited to, attendance at LEAGUE events and concession sales.
6. If applicable, the LEAGUE is responsible for cleaning and minor plumbing issues (i.e. clogs in sinks, urinals, or toilets) at facility restrooms and concessions including before, during and after league games, tournaments and any other club associated events, except restrooms not under the exclusive control of the league. The LEAGUE shall provide restroom cleaning supplies paper products, and hand soap for dispensers.
7. In the event of storms, hurricanes, high winds, or any other act of God, the LEAGUE is responsible for the removal of all their signage and sponsor boards from fences at their designated areas of play or operation.
8. The LEAGUE shall submit yearly composition of board to include one Parent/Participant representative. (City representative will be allowed to attend.)
9. The LEAGUE shall conduct 2 in season board meetings open to the

public/participants/parents.

10. The LEAGUE is recommended to submit a bid to their affiliated association for (1) regional tournament per calendar year.

L. Lights used during practice must be turned off no later than 10:00 p.m. Failure to comply with this provision of the Agreement will result in either the LEAGUE being charged for electrical use for the month in which the infraction occurred or forfeiture of the Agreement and the Leagues ability to use the Facilities. These conditions do not pertain to tournament play. Tournament play dates must be provided to the Parks and Recreation Director at least two weeks before the tournament is scheduled to commence. Use of lights is only for in-season games/practices/tournaments. Any other usage must be requested prior and approved by the Parks and Recreation Director.

M. If entry fees (gate) are to be charged to those attending league events at the Facility, they may only include tournaments and game play, and such fees shall not exceed the following amounts:

1. Participants in that day's tournament or game play (players, cheerleaders, etc) shall not be charged fee;
2. Persons eleven (11) years of age and younger shall be charged no more than one dollar (\$1.00) per day;
3. Persons twelve (12) years of age and older shall be charged no more than two dollars (\$2.00) per day.

N. City Authority & Expectations

1. The Parks and Recreation Director may override or modify the LEAGUE's schedule to allow public access, City programs, or other uses in the community's best interest. All facilities are owned by the CITY. The CITY retains ultimate authority over access and use at all times.
2. Use is limited to league-related activities and approved concessions unless otherwise authorized in writing by the Parks and Recreation Director.
3. The LEAGUE shall not interfere with citizen access to open areas or other portions of the facility not assigned for scheduled league play or practice.
4. The LEAGUE is responsible for the behavior of officers, members, coaches, players, volunteers, spectators, and guests. Any misconduct, unlawful

behavior, or negative impact on the CITY is a breach of this Agreement.

V. No later than ten (10) working days prior to the Start Date of the Agreement, the LEAGUE shall file with the CITY a schedule showing the dates and times that the facility will be used for practices, regularly scheduled games or races, ceremonies, or other activities for the first three months of the year. Schedule updates will be submitted every ninety (90) days thereafter. The schedule and any updates shall be subject to review as per Section IV.A. of this agreement. Additionally, the LEAGUE shall file with the CITY a roster or list of registrants, including names and home addresses. The LEAGUE shall, as soon as practical, notify CITY of any race or practice rescheduling and dates for major races or practices on said premises.

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

A. CITY reserves the rights to all advertising, signs and signage on and sponsorships of all fields, facilities, premises and appurtenances. No sale, lease or donation of advertising, sign, signage or sponsorship by the LEAGUE shall be permitted, valid or binding without the express written permission or consent of the CITY'S Elective Commission, which may be withheld at its sole discretion.

B. Nothing herein shall prevent the CITY from making improvements to a facility at CITY'S expense, if the CITY shall see fit to do so.

C. Any officer, agent or employee of CITY shall have free access to the facility at all times for the purpose of checking and inspecting or for maintenance and repairs. CITY shall have access to any storage buildings when accompanied by an official of the LEAGUE, other than in response to an immediate threat to public health, safety or welfare, in which case no LEAGUE official's presence is required.

VII. A. The LEAGUE shall carry valid and collectible Commercial General Liability (CGL) insurance, naming the CITY OF HARLINGEN as an additional insured, for not less than Two Million (\$2,000,000.00) Dollars aggregate and One Million (\$1,000,000.00) each occurrence for

bodily injury or death and Five Hundred Thousand and No/100 (\$500,000.00) Dollars each occurrence for property damage. Such insurance policy shall provide that the same cannot be canceled unless thirty (30) days written notice of such cancellation has been given to CITY. If such policy is canceled or expires during the term of this Agreement, the LEAGUE shall forthwith discontinue the use of said facility unless and until a policy in the amounts hereinabove provided is obtained and presented to the Parks and Recreation Director of the City of Harlingen, Texas. A copy of said insurance policy shall be submitted to the Risk Manager of Harlingen for review prior to the execution of this Agreement by CITY.

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

VIII. In case of default of any of the covenants herein, CITY may enforce the performance of this Agreement in any manner provided by law, and this lease may be voided at CITY'S discretion if such default continues for a period of ten (10) days after the CITY notifies the LEAGUE of such default and its intention to declare the Agreement forfeited. Such notice shall be sent by fax or (if

available) by certified mail, return receipt requested, addressed to the last known fax or address of the LEAGUE, with the fax and address for all purposes herein stated below:

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

Additionally, the CITY may immediately terminate this Agreement, without opportunity to cure, for any of the following:

- Violence, threats, illegal activity, or disorderly conduct;
- Conduct by the LEAGUE, its officers, members, coaches, players, volunteers, spectators, or guests that brings disrepute, embarrassment, or negative attention to the CITY;
- Repeated interference with citizen access to facilities outside of scheduled league play or practice;
- Failure to maintain required insurance coverage.

Use of CITY facilities is a privilege granted by this Agreement and may be revoked for cause. It is not a vested right.

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

X. LEAGUE shall annually furnish to City:

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

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

XII. CONDITION OF PREMISES; DAMAGE; RESTORATION; RISK ALLOCATION

A. Condition of Premises; No Warranty.

The LEAGUE acknowledges that it has inspected the facilities and accepts them in their present condition, "AS IS," without representation or warranty by the CITY, express or implied, as to suitability, fitness, or condition. The CITY makes no warranty that the facilities will remain in any particular condition during the term of this Agreement, and all use is at the LEAGUE's sole risk.

B. Protection of Turf, Infield, Irrigation, and Improvements.

The LEAGUE shall exercise reasonable care to prevent damage to all turf areas, infields, irrigation systems, drainage systems, fencing, lighting, bleachers, dugouts, scoreboards, utilities, and all other improvements located on the premises. The LEAGUE shall not permit overuse of fields under wet conditions, unauthorized vehicle access,

staking, drilling, trenching, driving posts, or any ground penetration without prior written approval of the Parks and Recreation Director. The CITY may suspend play or close fields at its sole discretion to prevent damage or allow turf recovery.

C. Responsibility for Damage Beyond Ordinary Wear.

The LEAGUE shall be responsible for and shall promptly reimburse the CITY for the full cost of repair or replacement of any damage to the facilities caused by the LEAGUE, its officers, members, coaches, players, volunteers, vendors, contractors, spectators, or guests, excluding ordinary wear and tear resulting from authorized use. The CITY's determination of whether damage exceeds ordinary wear and tear shall be final unless clearly arbitrary.

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Upon termination or expiration of this Agreement, the LEAGUE shall return the facilities to the CITY in substantially the same condition as received, reasonable wear and tear excepted. If restoration is required, the CITY may perform such work and invoice the LEAGUE for all associated costs, including labor, materials, equipment usage, and administrative expenses.

E. No Property Interest; Revocable License.

This Agreement grants only a revocable license to use designated facilities and does not convey any leasehold, possessory, or property interest. The CITY retains exclusive control over the premises at all times. Any improvements, fixtures, or attachments installed by the LEAGUE shall become the property of the CITY unless otherwise expressly agreed in writing.

F. Risk of Loss; No City Liability for Property.

The CITY shall not be responsible for loss, theft, or damage to equipment, inventory, concession supplies, signage, or personal property belonging to the LEAGUE or any third party. All such property is stored and used at the LEAGUE's sole risk.

G. Compliance With Safety and Field Protection Directives.

The LEAGUE shall immediately comply with any directive issued by the Parks and Recreation Director concerning field preservation, safety protocols, weather-related closures, or corrective maintenance practices. Failure to comply shall constitute a material breach of this Agreement.

H. Environmental and Hazardous Materials.

The LEAGUE shall not store, release, or dispose of fuel, chemicals, fertilizers, herbicides, cleaning solvents, or hazardous substances on CITY property without prior written approval. Any contamination caused by the LEAGUE shall be promptly remediated at its sole expense.

I. Field Recovery Periods.

The CITY reserves the right to impose rest periods, limit tournament scheduling, cap game counts, or restrict consecutive usage days in order to protect turf integrity and irrigation systems. Such determinations shall be within the CITY's sole discretion and shall not constitute a breach of this Agreement.

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

WITNESS OUR HAND THIS _____ DAY OF _____, 2026.

CITY OF HARLINGEN

BY: _____
Gabriel Gonzalez, CPM, City Manager

ATTEST:

BY: _____
Mayra Herrera, City Secretary

TYFA Harlingen Wolfpack

BY: _____
LEAGUE REPRESENTATIVE

70K

**AGENDA ITEM
EXECUTIVE SUMMARY**

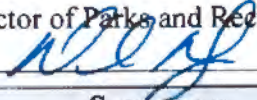
Meeting Date: **March 18th, 2026**

Agenda Item:

Consider and take action to approve a Facility Use Agreement between the City of Harlingen and the HC Athletics-HASL for use of fields at Vestal Park and authorize the City Manager to execute the agreement.

Prepared By: Daniel Diaz

Title: Director of Parks and Recreation

Signature: 

Summary:

Summary

All required documents from the Harlingen Texas Bronco/Pony League are on file with the City Parks and Recreation office including their current list of board members, the league by-laws, a copy of their 501c3 certification status, and Certificate of Insurance.

The Park and Recreation Advisory Board met on September 16, 2025, and voted to recommend approving the agreement with standard conditions for an additional year.

AFTER Board action, staff added provisions clarifying that:

IV. N - City Authority & Expectations

The Parks and Recreation Director may override or modify the LEAGUE's schedule to allow public access, City programs, or other uses in the community's best interest. All facilities are owned by the CITY. The CITY retains ultimate authority over access and use at all times.

Use is limited to league-related activities and approved concessions unless otherwise authorized in writing by the Parks and Recreation Director.

The LEAGUE shall not interfere with citizen access to open areas or other portions of the facility not assigned for scheduled league play or practice.

The LEAGUE is responsible for the behavior of officers, members, coaches, players, volunteers, spectators, and guests. Any misconduct, unlawful behavior, or negative impact on the CITY is a breach of this Agreement.

VIII.

Additionally, the CITY may immediately terminate this Agreement, without opportunity to cure, for any of the following:

Violence, threats, illegal activity, or disorderly conduct;

Conduct by the LEAGUE, its officers, members, coaches, players, volunteers, spectators, or guests that brings disrepute, embarrassment, or negative attention to the CITY;

Repeated interference with citizen access to facilities outside of scheduled league play or practice;

Failure to maintain required insurance coverage.

Use of CITY facilities is a privilege granted by this Agreement and may be revoked for cause. It is not a vested right.

XII. CONDITION OF PREMISES; DAMAGE; RESTORATION; RISK ALLOCATION

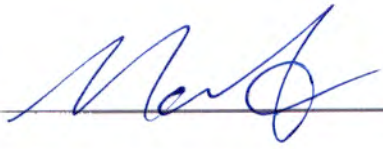
A. Condition of Premises; No Warranty.

The LEAGUE acknowledges that it has inspected the facilities and accepts them in their present condition, "AS IS," without representation or warranty by the CITY, express or implied, as to suitability, fitness, or condition. The CITY makes no warranty that the facilities will remain in any particular condition during the term of this Agreement, and all use is at the LEAGUE's sole risk.

B. Protection of Turf, Infield, Irrigation, and Improvements.

The LEAGUE shall exercise reasonable care to prevent damage to all turf areas, infields, irrigation systems, drainage systems, fencing, lighting, bleachers, dugouts, scoreboards, utilities, and all other improvements located on the premises. The LEAGUE shall not permit overuse of fields under wet

City Attorney's approval:



☒ Yes

☐ No

☐ N/A

STATE OF TEXAS *****
COUNTY OF CAMERON *****
CITY OF HARLINGEN *****

**FACILITY USAGE AGREEMENT FOR
HC Athletics - HASL**

I. WITNESS this Facility Usage Agreement hereby entered into this 18th day of March, 2026, between the CITY OF HARLINGEN, a Municipal Corporation situated in Cameron County, Texas, and acting herein by and through its duly authorized City Manager and its City Secretary, hereinafter designated as CITY, and RIO VALLEY AMATEUR SOCCER LEAGUE, hereinafter designated as the LEAGUE.

The CITY hereby grants usage to the LEAGUE for play thereon Field 3 at Vestal Park located in Harlingen, Texas. Use of Field 3 under this Agreement shall be limited to Sundays only for league practices and regularly scheduled games, unless otherwise approved in writing by the Parks and Recreation Director. Tournaments or special events shall not be conducted without prior written approval from the Parks and Recreation Director. Contract is solely for fields/facilities agreed upon in contract. Any open green space at City Park is open and available to the public on a first come first served basis.

II. The term of the Agreement is as follows: Starting March 18, 2026, ending September 30, 2026.

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

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

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

- B. The basic use of said facility by the LEAGUE shall be for the purpose of promoting, training and playing soccer and the operation of the concessions incidental to such activities.
- C. LEAGUE will not use the facility for any activities other than the basic use described above and related scheduled the LEAGUE activities without prior consent of the Parks and Recreation Director.
- D. The LEAGUE will not use the facility for any unlawful purposes. The LEAGUE agrees to comply with all CITY ordinances and regulations and the laws of the State of Texas.
- E. Concession operations must meet all applicable CITY health codes and any other requirements of the CITY in this regard including, but not limited to:
 - 1. Alcoholic beverages in all Municipal Parks are prohibited.
 - 2. Sale of any items in glass containers is prohibited.
- F. The LEAGUE shall discourage unsafe practices. The LEAGUE is prohibited from offering any reward, discount or free concession food or beverage items in exchange for the return of lost balls—*when applicable*.
- G. It is further covenanted and agreed that no concession on said facility will be granted by the LEAGUE to any person(s), corporation or other entity without prior written approval of the Parks and Recreation Director.
- H. CITY shall have the right to make the facility available, subject to the approved LEAGUE schedule (inclusive of any rainout or other rescheduled dates), to any CITY, school, civic group, or association which desires the use of said facility for any event or program for CITY, non-profit, and/or charitable purposes; provided that any such use shall not conflict with a previously scheduled game or other permitted event or program. Use of a facility for above mentioned uses shall be subject to CITY policies regarding such activities and to prior approval by Parks and Recreation Director.
- I. Prior to the execution of this Agreement, CITY and the LEAGUE shall inspect the facility and prepare a list of necessary repairs, if any, attached to a statement of general conditions of the facility.
- J. CITY shall have the right to take over/use any of these facilities in the event of public necessity, declared emergency, or other public need.

K. The LEAGUE shall bear all costs incidental to operation of said the LEAGUE hereunder except as noted below:

1. CITY shall maintain grass facility areas by providing watering, fertilizing, and mowing. Said services shall be provided only on normal work days and during normal work hours. The CITY shall square, and mark fields at the beginning of the season and the LEAGUE shall drag and/or mark fields from that point forward. The Exceptions to the provisions in this paragraph "1." shall be for the LEAGUE sponsored regional and/or national tournaments as deemed appropriate by the Parks and Recreation Director. Said tournaments shall be of a nature that has both an economic and tourism impact on the City.
2. Where installed, CITY agrees to provide utilities (except as noted in #3 below); maintain goals, lights, fence and bleachers.
3. If applicable, the LEAGUE shall maintain, at the LEAGUE expense, any scoreboard, if present, its attendant cables, controls, etc. and the LEAGUE shall own and maintain, at its expense, any public address system used.
4. The LEAGUE shall provide at own expense (when applicable), umpires, officials, scoreboard operators.
5. The LEAGUE is responsible for picking-up any and all trash generated or created by any aspect of the LEAGUE operation and use of CITY facilities, including, but not limited to, attendance at LEAGUE events and concession sales.
6. If applicable, the LEAGUE is responsible for cleaning and minor plumbing issues (i.e. clogs in sinks, urinals, or toilets) at facility restrooms and concessions including before, during and after league games, tournaments and any other club associated events, except restrooms not under the exclusive control of the league. The LEAGUE shall provide restroom cleaning supplies paper products, and hand soap for dispensers.
7. In the event of storms, hurricanes, high winds, or any other act of God, the LEAGUE is responsible for the removal of all their signage and sponsor boards from fences at their designated areas of play or operation.

8. The LEAGUE shall submit yearly composition of board to include one Parent/Participant representative. (City representative will be allowed to attend.)
 9. The LEAGUE shall conduct 2 in season board meetings open to the public/participants/parents.
 10. The LEAGUE is recommended to submit a bid to their affiliated association for (1) regional tournament per calendar year.
- L. Lights used during practice must be turned off no later than 10:00 p.m. Failure to comply with this provision of the Agreement will result in either the LEAGUE being charged for electrical use for the month in which the infraction occurred or forfeiture of the Agreement and the Leagues ability to use the Facilities. These conditions do not pertain to tournament play. Tournament play dates must be provided to the Parks and Recreation Director at least two weeks before the tournament is scheduled to commence. Use of lights is only for in-season games/practices/tournaments. Any other usage must be requested prior and approved by the Parks and Recreation Director.
- M. If entry fees (gate) are to be charged to those attending league events at the Facility, they may only include tournaments and game play, and such fees shall not exceed the following amounts:
1. Participants in that day's tournament or game play (players, cheerleaders, etc) shall not be charged fee;
 2. Persons eleven (11) years of age and younger shall be charged no more than one dollar (\$1.00) per day;
 3. Persons twelve (12) years of age and older shall be charged no more than two dollars (\$2.00) per day.
- N. City Authority & Expectations
1. The Parks and Recreation Director may override or modify the LEAGUE's schedule to allow public access, City programs, or other uses in the community's best interest. All facilities are owned by the CITY. The CITY

retains ultimate authority over access and use at all times.

2. Use is limited to league-related activities and approved concessions unless otherwise authorized in writing by the Parks and Recreation Director.
3. The LEAGUE shall not interfere with citizen access to open areas or other portions of the facility not assigned for scheduled league play or practice.
4. The LEAGUE is responsible for the behavior of officers, members, coaches, players, volunteers, spectators, and guests. Any misconduct, unlawful behavior, or negative impact on the CITY is a breach of this Agreement.

V. No later than ten (10) working days prior to the Start Date of the Agreement, the LEAGUE shall file with the CITY a schedule showing the dates and times that the facility will be used for practices, regularly scheduled games or races, ceremonies, or other activities for the first three months of the year. Schedule updates will be submitted every ninety (90) days thereafter. The schedule and any updates shall be subject to review as per Section IV.A. of this agreement. Additionally, the LEAGUE shall file with the CITY a roster or list of registrants, including names and home addresses. The LEAGUE shall, as soon as practical, notify CITY of any race or practice rescheduling and dates for major races or practices on said premises.

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

A. CITY reserves the rights to all advertising, signs and signage on and sponsorships of all fields, facilities, premises and appurtenances. No sale, lease or donation of advertising, sign, signage or sponsorship by the LEAGUE shall be permitted, valid or binding without the express written permission or consent of the CITY'S Elective Commission, which may be withheld at its sole discretion.

B. Nothing herein shall prevent the CITY from making improvements to a facility at CITY'S expense, if the CITY shall see fit to do so.

C. Any officer, agent or employee of CITY shall have free access to the facility at all times for the purpose of checking and inspecting or for maintenance and repairs. CITY shall have access to any storage buildings when accompanied by an official of the

LEAGUE, other than in response to an immediate threat to public health, safety or welfare, in which case no LEAGUE official's presence is required.

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

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

policy is provided and approved by the City's Risk Management.

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

P.O. Box 2153 Edinburg, TX 78540

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

Additionally, the CITY may immediately terminate this Agreement, without opportunity to cure, for any of the following:

- Violence, threats, illegal activity, or disorderly conduct;
- Conduct by the LEAGUE, its officers, members, coaches, players, volunteers, spectators, or guests that brings disrepute, embarrassment, or negative attention to the CITY;
- Repeated interference with citizen access to facilities outside of scheduled league play or practice;
- Failure to maintain required insurance coverage.

Use of CITY facilities is a privilege granted by this Agreement and may be revoked for cause. It is not a vested right.

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

X. LEAGUE shall annually furnish to City:

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

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

XII. CONDITION OF PREMISES; DAMAGE; RESTORATION; RISK ALLOCATION

A. Condition of Premises; No Warranty.

The LEAGUE acknowledges that it has inspected the facilities and accepts them in their present condition, "AS IS," without representation or warranty by the CITY, express or implied, as to suitability, fitness, or condition. The CITY makes no warranty that the facilities will remain in any particular condition during the term of this Agreement, and all

use is at the LEAGUE's sole risk.

B. Protection of Turf, Infield, Irrigation, and Improvements.

The LEAGUE shall exercise reasonable care to prevent damage to all turf areas, infields, irrigation systems, drainage systems, fencing, lighting, bleachers, dugouts, scoreboards, utilities, and all other improvements located on the premises. The LEAGUE shall not permit overuse of fields under wet conditions, unauthorized vehicle access, staking, drilling, trenching, driving posts, or any ground penetration without prior written approval of the Parks and Recreation Director. The CITY may suspend play or close fields at its sole discretion to prevent damage or allow turf recovery.

C. Responsibility for Damage Beyond Ordinary Wear.

The LEAGUE shall be responsible for and shall promptly reimburse the CITY for the full cost of repair or replacement of any damage to the facilities caused by the LEAGUE, its officers, members, coaches, players, volunteers, vendors, contractors, spectators, or guests, excluding ordinary wear and tear resulting from authorized use. The CITY's determination of whether damage exceeds ordinary wear and tear shall be final unless clearly arbitrary.

D. Restoration Obligation.

Upon termination or expiration of this Agreement, the LEAGUE shall return the facilities to the CITY in substantially the same condition as received, reasonable wear and tear excepted. If restoration is required, the CITY may perform such work and invoice the LEAGUE for all associated costs, including labor, materials, equipment usage, and administrative expenses.

E. No Property Interest; Revocable License.

This Agreement grants only a revocable license to use designated facilities and does not convey any leasehold, possessory, or property interest. The CITY retains exclusive control over the premises at all times. Any improvements, fixtures, or attachments installed by the LEAGUE shall become the property of the CITY unless otherwise expressly agreed in writing.

F. Risk of Loss; No City Liability for Property.

The CITY shall not be responsible for loss, theft, or damage to equipment, inventory, concession supplies, signage, or personal property belonging to the

LEAGUE or any third party. All such property is stored and used at the LEAGUE's sole risk.

G. Compliance With Safety and Field Protection Directives.

The LEAGUE shall immediately comply with any directive issued by the Parks and Recreation Director concerning field preservation, safety protocols, weather-related closures, or corrective maintenance practices. Failure to comply shall constitute a material breach of this Agreement.

H. Environmental and Hazardous Materials.

The LEAGUE shall not store, release, or dispose of fuel, chemicals, fertilizers, herbicides, cleaning solvents, or hazardous substances on CITY property without prior written approval. Any contamination caused by the LEAGUE shall be promptly remediated at its sole expense.

I. Field Recovery Periods.

The CITY reserves the right to impose rest periods, limit tournament scheduling, cap game counts, or restrict consecutive usage days in order to protect turf integrity and irrigation systems. Such determinations shall be within the CITY's sole discretion and shall not constitute a breach of this Agreement.

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

WITNESS OUR HAND THIS _____ DAY OF _____, 2026.

CITY OF HARLINGEN

BY: _____

Gabriel Gonzalez, CPM, City Manager

ATTEST:

BY: _____

Mayra Herrera, City Secretary

HC Athletics - HASL

BY: _____
LEAGUE REPRESENTATIVE

**AGENDA ITEM
EXECUTIVE SUMMARY**

7(L)

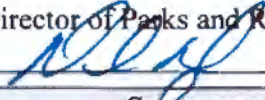
Meeting Date: **March 18th, 2026**

Agenda Item:

Consider and take action to approve a Facility Use Agreement between the City of Harlingen and the Harlingen Texas Bronco/Pony League for use of fields Bronco, Mustang and Pony Fields at Victor Park and authorize the City Manager to execute the agreement.

Prepared By: Daniel Diaz

Title: Director of Parks and Recreation

Signature: 

Summary:

Summary

All required documents from the Harlingen Texas Bronco/Pony League are on file with the City Parks and Recreation office including their current list of board members, the league by-laws, a copy of their 501c3 certification status, and Certificate of Insurance.

The Park and Recreation Advisory Board met on September 16, 2025, and voted to recommend approving the agreement with standard conditions for an additional year.

AFTER Board action, staff added provisions clarifying that:

IV. N - City Authority & Expectations

The Parks and Recreation Director may override or modify the LEAGUE's schedule to allow public access, City programs, or other uses in the community's best interest. All facilities are owned by the CITY. The CITY retains ultimate authority over access and use at all times.

Use is limited to league-related activities and approved concessions unless otherwise authorized in writing by the Parks and Recreation Director.

The LEAGUE shall not interfere with citizen access to open areas or other portions of the facility not assigned for scheduled league play or practice.

The LEAGUE is responsible for the behavior of officers, members, coaches, players, volunteers, spectators, and guests. Any misconduct, unlawful behavior, or negative impact on the CITY is a breach of this Agreement.

VIII.

Additionally, the CITY may immediately terminate this Agreement, without opportunity to cure, for any of the following:

Violence, threats, illegal activity, or disorderly conduct;

Conduct by the LEAGUE, its officers, members, coaches, players, volunteers, spectators, or guests that brings disrepute, embarrassment, or negative attention to the CITY;

Repeated interference with citizen access to facilities outside of scheduled league play or practice;

Failure to maintain required insurance coverage.

Use of CITY facilities is a privilege granted by this Agreement and may be revoked for cause. It is not a vested right.

XII. CONDITION OF PREMISES; DAMAGE; RESTORATION; RISK ALLOCATION

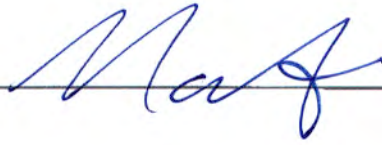
A. Condition of Premises; No Warranty.

The LEAGUE acknowledges that it has inspected the facilities and accepts them in their present condition, "AS IS," without representation or warranty by the CITY, express or implied, as to suitability, fitness, or condition. The CITY makes no warranty that the facilities will remain in any particular condition during the term of this Agreement, and all use is at the LEAGUE's sole risk.

B. Protection of Turf, Infield, Irrigation, and Improvements.

The LEAGUE shall exercise reasonable care to prevent damage to all turf areas, infields, irrigation systems, drainage systems, fencing, lighting, bleachers, dugouts, scoreboards, utilities, and all other improvements located on the premises. The LEAGUE shall not permit overuse of fields under wet

City Attorney's approval:



☒ Yes

☐ No

☐ N/A

STATE OF TEXAS ****
COUNTY OF CAMERON ****
CITY OF HARLINGEN ****

**FACILITY USAGE AGREEMENT FOR
HARLINGEN TEXAS BRONCO/PONY LEAGUE**

I. WITNESS this Facility Usage Agreement hereby entered into this 18th day of March, 2026, between the CITY OF HARLINGEN, a Municipal Corporation situated in Cameron County, Texas, and acting herein by and through its duly authorized City Manager and its City Secretary, hereinafter designated as CITY, and HARLINGEN TEXAS BRONCO/PONY LEAGUE, hereinafter designated as the LEAGUE.

 The CITY hereby grants usage to the LEAGUE for play thereon the Bronco, Mustang, and Pony Fields at Victor Park, all located in Harlingen, Texas. Use of these fields by the LEAGUE shall be permitted Monday through Sunday for league practices and regularly scheduled games, subject to scheduling approval by the Parks and Recreation Director. Tournaments or special events shall not be conducted without prior written approval from the Parks and Recreation Director. Contract is solely for fields/facilities agreed upon in contract. Any open green space at City Park is open and available to the public on a first come first served basis.

II. The term of the Agreement is as follows: Starting March 18, 2026, ending September 30, 2026.

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

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

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

- B. The basic use of said facility by the LEAGUE shall be for the purpose of promoting, training and playing baseball/softball and the operation of the concessions incidental to such activities.
- C. LEAGUE will not use the facility for any activities other than the basic use described above and related scheduled the LEAGUE activities without prior consent of the Parks and Recreation Director.
- D. The LEAGUE will not use the facility for any unlawful purposes. The LEAGUE agrees to comply with all CITY ordinances and regulations and the laws of the State of Texas.
- E. Concession operations must meet all applicable CITY health codes and any other requirements of the CITY in this regard including, but not limited to:
 - 1. Alcoholic beverages in all Municipal Parks are prohibited.
 - 2. Sale of any items in glass containers is prohibited.
- F. The LEAGUE shall discourage unsafe practices. The LEAGUE is prohibited from offering any reward, discount or free concession food or beverage items in exchange for the return of lost balls—*when applicable*.
- G. It is further covenanted and agreed that no concession on said facility will be granted by the LEAGUE to any person(s), corporation or other entity without prior written approval of the Parks and Recreation Director.
- H. CITY shall have the right to make the facility available, subject to the approved LEAGUE schedule (inclusive of any rainout or other rescheduled dates), to any CITY, school, civic group, or association which desires the use of said facility for any event or program for CITY, non-profit, and/or charitable purposes; provided that any such use shall not conflict with a previously scheduled game or other permitted event or program. Use of a facility for above mentioned uses shall be subject to CITY policies regarding such activities and to prior approval by Parks and Recreation Director.
- I. Prior to the execution of this Agreement, CITY and the LEAGUE shall inspect the facility and prepare a list of necessary repairs, if any, attached to a statement of general conditions of the facility.
- J. CITY shall have the right to take over/use any of these facilities in the event of public necessity, declared emergency, or other public need.
- K. The LEAGUE shall bear all costs incidental to operation of said the LEAGUE hereunder except as noted below:

1. CITY shall maintain grass facility areas by providing watering, fertilizing, and mowing. Said services shall be provided only on normal work days and during normal work hours. The CITY shall square, and mark fields at the beginning of the season and the LEAGUE shall drag and/or mark fields from that point forward. The Exceptions to the provisions in this paragraph "1." shall be for the LEAGUE sponsored regional and/or national tournaments as deemed appropriate by the Parks and Recreation Director. Said tournaments shall be of a nature that has both an economic and tourism impact on the City.
2. Where installed, CITY agrees to provide utilities (except as noted in #3 below); maintain goals, lights, fence and bleachers.
3. If applicable, the LEAGUE shall maintain, at the LEAGUE expense, any scoreboard, if present, its attendant cables, controls, etc. and the LEAGUE shall own and maintain, at its expense, any public address system used.
4. The LEAGUE shall provide at own expense (when applicable), umpires, officials, scoreboard operators.
5. The LEAGUE is responsible for picking-up any and all trash generated or created by any aspect of the LEAGUE operation and use of CITY facilities, including, but not limited to, attendance at LEAGUE events and concession sales.
6. If applicable, the LEAGUE is responsible for cleaning and minor plumbing issues (i.e. clogs in sinks, urinals, or toilets) at facility restrooms and concessions including before, during and after league games, tournaments and any other club associated events, except restrooms not under the exclusive control of the league. The LEAGUE shall provide restroom cleaning supplies paper products, and hand soap for dispensers.
7. In the event of storms, hurricanes, high winds, or any other act of God, the LEAGUE is responsible for the removal of all their signage and sponsor boards from fences at their designated areas of play or operation.
8. The LEAGUE shall submit yearly composition of board to include one Parent/Participant representative. (City representative will be allowed to attend.)
9. The LEAGUE shall conduct 2 in season board meetings open to the

public/participants/parents.

10. The LEAGUE is recommended to submit a bid to their affiliated association for (1) regional tournament per calendar year.

L. Lights used during practice must be turned off no later than 10:00 p.m. Failure to comply with this provision of the Agreement will result in either the LEAGUE being charged for electrical use for the month in which the infraction occurred or forfeiture of the Agreement and the Leagues ability to use the Facilities. These conditions do not pertain to tournament play. Tournament play dates must be provided to the Parks and Recreation Director at least two weeks before the tournament is scheduled to commence. Use of lights is only for in-season games/practices/tournaments. Any other usage must be requested prior and approved by the Parks and Recreation Director.

M. If entry fees (gate) are to be charged to those attending league events at the Facility, they may only include tournaments and game play, and such fees shall not exceed the following amounts:

1. Participants in that day's tournament or game play (players, cheerleaders, etc) shall not be charged fee;
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3. The LEAGUE shall not interfere with citizen access to open areas or other portions of the facility not assigned for scheduled league play or practice.
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behavior, or negative impact on the CITY is a breach of this Agreement.

V. No later than ten (10) working days prior to the Start Date of the Agreement, the LEAGUE shall file with the CITY a schedule showing the dates and times that the facility will be used for practices, regularly scheduled games or races, ceremonies, or other activities for the first three months of the year. Schedule updates will be submitted every ninety (90) days thereafter. The schedule and any updates shall be subject to review as per Section IV.A. of this agreement. Additionally, the LEAGUE shall file with the CITY a roster or list of registrants, including names and home addresses. The LEAGUE shall, as soon as practical, notify CITY of any race or practice rescheduling and dates for major races or practices on said premises.

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B. Nothing herein shall prevent the CITY from making improvements to a facility at CITY'S expense, if the CITY shall see fit to do so.

C. Any officer, agent or employee of CITY shall have free access to the facility at all times for the purpose of checking and inspecting or for maintenance and repairs. CITY shall have access to any storage buildings when accompanied by an official of the LEAGUE, other than in response to an immediate threat to public health, safety or welfare, in which case no LEAGUE official's presence is required.

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

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Upon termination or expiration of this Agreement, the LEAGUE shall return the facilities to the CITY in substantially the same condition as received, reasonable wear and tear excepted. If restoration is required, the CITY may perform such work and invoice the LEAGUE for all associated costs, including labor, materials, equipment usage, and administrative expenses.

E. No Property Interest; Revocable License.

This Agreement grants only a revocable license to use designated facilities and does not convey any leasehold, possessory, or property interest. The CITY retains exclusive control over the premises at all times. Any improvements, fixtures, or attachments installed by the LEAGUE shall become the property of the CITY unless otherwise expressly agreed in writing.

F. Risk of Loss; No City Liability for Property.

The CITY shall not be responsible for loss, theft, or damage to equipment, inventory, concession supplies, signage, or personal property belonging to the LEAGUE or any third party. All such property is stored and used at the LEAGUE's sole risk.

G. Compliance With Safety and Field Protection Directives.

The LEAGUE shall immediately comply with any directive issued by the Parks and Recreation Director concerning field preservation, safety protocols, weather-related closures, or corrective maintenance practices. Failure to comply shall constitute a material breach of this Agreement.

H. Environmental and Hazardous Materials.

The LEAGUE shall not store, release, or dispose of fuel, chemicals, fertilizers, herbicides, cleaning solvents, or hazardous substances on CITY property without prior written approval. Any contamination caused by the LEAGUE shall be promptly remediated at its sole expense.

I. Field Recovery Periods.

The CITY reserves the right to impose rest periods, limit tournament scheduling, cap game counts, or restrict consecutive usage days in order to protect turf integrity and irrigation systems. Such determinations shall be within the CITY's sole discretion and shall not constitute a breach of this Agreement.

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

WITNESS OUR HAND THIS _____ DAY OF _____, 2026.

CITY OF HARLINGEN

BY: _____

Gabriel Gonzalez, CPM, City Manager

ATTEST:

BY: _____

Mayra Herrera, City Secretary

HARLINGEN TEXAS BRONCO/PONY LEAGUE

BY: _____

LEAGUE REPRESENTATIVE

9(2)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **March 18, 2026**

Agenda Item:

Public hearing for a Special Use Permit ("SUP") to allow a recycling center, ferrous in a Light Industry ("LI") District located at 1318 North Commerce Street, bearing a legal description of 3.40 acres out of Block 1, Harlingen Land and Water Company Subdivision. Applicant: Nicole Ortiz. Attachment (***Planning & Development***)

Prepared By: **Ana Hernandez, AICP, CNU-A, CPM**
Title: **Planning and Development Director/
Special Projects Director**

Signature: *Ana Hernandez*

Brief Summary:

Project Timeline

- January 27, 2026 – Application for Special Use Permit ("SUP") submitted to the city. (**ATTACHMENT I**)
- February 19, 2026 – In accordance with State and local law, notice of required public hearings mailed to all property owners within 200 feet of subject tract.
- February 21, 2026 – In accordance with State and local law, notice of required public hearings published in the Valley Morning Star.
- March 10, 2026 - Public hearing and consideration of requested Special Use Permit by the Planning and Zoning Commission (P&Z).
- March 18, 2026 – Public hearing and consideration of requested SUP via 1st ordinance reading scheduled before the City Commission.
- April 01, 2026 – Pending approval of 1st ordinance reading, consideration of approval of 2nd ordinance reading scheduled before the City Commission.

Summary

- Pursuant to Section 111-62 of the City of Harlingen Code of Ordinances, a recycling center in a Light Industry ("LI") District requires the approval of a Special Use Permit by the City Commission.
- The applicant wishes to open a recycling center, ferrous on a property that consists of 3.40 acres. The site has in the past been used as a recycling center. On June 01, 2011, the City Commission approved a Specific Use Permit (SUP) for a recycling center, ferrous on the subject property. On May 03, 2017, the City Commission approved an SUP for a recycling center at this same location for Nicole Ortiz as the applicant, but the business operated only briefly. Nicole Ortiz, applicant and property owner, would like to re-start the business again and is requesting a Special Use Permit (SUP) to operate a recycling center as the business owner at 1318 N. Commerce Street. The proposed recycling center will operate under the name, "Capital City Recycling". The applicant will need to provide landscaping as well as a paved parking area for employees and customers. The applicant proposes constructing around the perimeter of the property an 8-foot metal fence which will help to screen the activities of the proposed use. The recycling location will be a purchasing/receiving facility to include metals such as aluminum, bronze, copper, and iron. The material will be

boxed, (not piled) and shipped to a facility in Brownsville, Tx for eventual worldwide distribution through sales of the product. The proposed hours of operation will be Monday through Friday from 8 AM to 5:30 PM and Saturday from 8 AM to 2 PM. It will be closed on Sunday. **(ATTACHMENT II, III, IV).**

- Surrounding properties are zoned Light Industry ("LI") District in all directions. Surrounding land uses include JA's Autor Repair, Anita Beauty & Spa, Sleepwalkers Bar, Texas Cafe, Union Pacific and Missouri Pacific Railroads, and other commercial/industrial businesses, as well as vacant commercial buildings. **(ATTACHMENTS V, and VI)**
- The Future Land Use Plan (FLUP) component of the Harlingen Horizon – A City on the Rise Comprehensive Plan designates this area for mixed-use development. While the request is not consistent with the land use designation, it is compatible with surrounding land uses.
- The City of Harlingen Building Inspections Division, Fire Prevention Bureau, 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-X).**
- The applicant must obtain and maintain the proper State and City permits.
- At present, staff have not received any phone calls, letters or e-mails with concerns regarding this business. Staff had sent out twenty (20) legal notices to surrounding property owners. **(ATTACHMENT V)**
- 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 an SUP is compatible and complementary to adjacent properties.

Funding (if applicable):

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

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

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

Staff Recommendation:

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

1. Obtaining and maintaining the proper State and City permits.
2. Providing video surveillance with a minimum 30-day retention.
3. Complying with the requirements administered by Planning and Zoning, Building Inspections, Fire Prevention, and Police Departments.
4. Days and hours of operation are Monday through Friday, 8 AM to 5:30 PM and Saturday, 8 AM to 2 PM.
5. Complying with screening, fencing, and enhanced landscaping

requirements.

6. Enhanced landscaping to be shown on the landscaping plan submitted for review and approval by Planning Department staff.
7. Height of waste pile for the recycling center shall be limited to the top of the metal fence.

City Manager's approval:



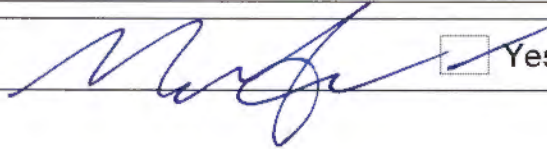
☒ Yes

☐ No

☐ N/A

Comments:

City Attorney's approval:



☒ Yes

☐ No

☐ N/A

PLANNING AND ZONING COMMISSION
March 10, 2026

ACTION ITEMS/PUBLIC HEARINGS

- 4) Public hearing and take action to consider a request for a Special Use Permit ("SUP") to allow a recycling center, ferrous in a Light Industry ("LI") District located at 1318 N. Commerce Street, bearing a legal description of 3.40 acres out of Block 1, Harlingen Land and Water Company Subdivision. Applicant: Nicole Ortiz**

City Planner Rodrigo Sanchez presented the request for a Special Use Permit as follows:

- The Legal Notice Map with the Subject Property outlined was used to present the item.
- The applicant wishes to open a recycling center. Historically this site has been used as a recycling center. In June 2017 City Commission once again approved a Specific Use Permit for a recycling center at this same location for this same applicant. The applicant, Ms. Ortiz is soon to be the official owner of the property, and she wants to restart this business again.
- The applicant is aware that landscaping will need to be provided as well as parking for employees and customers.
- The applicant is proposing to construct an eight (8) foot metal fence around the perimeter of the property. This fence will help to screen the activities of the proposed use. Mr. Sanchez clarified that it would not be the same fence as seen on the Street View presented. The fence will be improved.
- The recycling location will be what they are calling a "purchasing receiving facility". It will include metals like aluminum, bronze, copper and iron. The materials will be boxed and will not be piled, with the mention of other locations where the piles can look unsightly. The items will be boxed and will be shipped to a facility in Brownsville for eventual worldwide distribution through the sale of the products.
- The proposed hours of operation will be Monday through Friday, 8:00 a.m. to 5:30 p.m. and on Saturdays, from 8:00 a.m. to 2:00 p.m. The business will be closed on Sunday.
- Surrounding properties are all zoned Light Industry (LI).
- Surrounding Land Uses can be grouped as Commercial/Industrial and even Industrial. They include JA's Auto Repair, Anita Beauty and Spa, Sleepwalkers Bar, Texas Café, the Union Pacific and Missouri Pacific Railroads on the east and west, and there are other commercial industrial businesses as well as vacant commercial buildings.
- The Future Land Use Plan of the City of Harlingen designates this area for mixed-use development, looking forward to the future. While a recycling center may not be consistent with the Land Use Plan designation, the request however is consistent with the surrounding land uses – the commercial industrial uses just mentioned.
- Different City departments like Building Inspections, the Fire Prevention Bureau, and the Police Department reviewed this particular application, and they reported no objection to the proposed request.
- The applicant is aware that they must obtain and maintain the proper state and city permits and provide video surveillance with a minimum thirty (30) day retention.

- At present, Staff has not received any calls or letters or emails with concerns about this business. Staff sent twenty (20) legal notice letters to surrounding property owners but did not hear anything from anyone.
- Staff is recommending approval of the request and is subject to compliance with the requirements administered by Planning and Zoning, Building Inspections, the Fire Prevention Bureau and the Police Department.
- The days and hours of operation are to be as proposed, Monday through Friday, 8:00 a.m. to 5:30 p.m. and Saturdays 8:00 AM to 2:00 p.m., and also complying with any screening requirements, fencing requirements and any enhanced landscaping requirements.
- Staff is recommending approval and the applicant as well as the representative for the applicants are present in case the board has any questions for them.

Chairman Consiglio thanked Mr. Sanchez for his thorough presentation. He asked if the Board had any questions for Staff.

Cmr. Peña indicated he had questions, stating that he thought his first question may have already been answered. Cmr. Peña confirmed that the fence pictured is not the fence that will remain if approved. Mr. Sanchez said that according to the applicants, it will be much improved and may even be a different one. Cmr. Peña asked about the landscaping requirement and what it meant. Mr. Sanchez explained that the Board as well as City Commission has the option of adding conditions, more than the ones outlined. He indicated they wanted to make this a condition of issuing this Specific Use Permit. Cmr. Peña said that he had this in mind because of the major thoroughfare that Commerce Street is and asked if they can recommend this. Chairman Consiglio used this as a segue to address the City looking at a major comprehensive plan on Commerce Street. He asked what any conversations with the applicant surrounding [this discussion] were like. Director Hernandez stated that this was thoroughly explained from the beginning, saying that Staff did not want to encourage the use along Commerce [St.]. She said that the conversation was had and that this was where the conditions came in. She said the applicant was willing to make aesthetic improvements to make sure that they can hide or conceal the operations. She said that this was the mutual understanding. The Chairman questioned that the timeline for the [Commerce] project is eighteen (18) months or less. Director Hernandez explained that the Comprehensive Plan has been adopted for mixed use. She said that this particular use that is a Light Industry type of use wouldn't fit that kind of planned vision. Chairman Consiglio noted that he was speaking specifically about the road enhancements and having trail and bike lanes. Director Hernandez explained that the design for the one hundred percent (100%) construction documents has been completed and that now it was about finding the funding to start the reconstruction. She said that the approach will be to do this in phases, starting at the south side of Commerce Street which isn't necessarily in this area. The area was identified as the area at the intersection between Sunshine Strip and Commerce Street, by Long John Silver's and all the way to East Taft.

Cmr. Peña added another question. He asked if the business would require heavy trucks, in and out. Mr. Sanchez confirmed that there will be transportation and deferred to the applicant to answer the questions in terms of how much activity they were anticipating. Cmr. Peña said he was bringing this up because hopefully it is not too late for consideration given the reconstruction. He noted that this wouldn't be on the applicant. He said it needs to accommodate the heavy

trucks that would be bringing material into the recycling center. Cmr. Cruz-Velázquez added that on the same note, she was thinking about the traffic impact and asked if there will be truck stacking or will that be causing that. Mr. Sanchez again deferred to the applicant. He said he thought that the applicant would be very familiar with how intense the anticipated activity will be having applied for this SUP and having one issued before. Mr. Sanchez said that as far as the City, we know that the zoning allows this particular use.

Chairman Consiglio asked if the applicant is the landowner as well or if they are renting. Mr. Sanchez stated they are in the process of gaining ownership and said that the contract may already be done and were at this point waiting for the warranty deed to be issued. The Chairman confirmed that the applicant was present. The applicants proceeded to the podium.

John and Nicole Ortiz, Applicants; Homero Garcia, Consultant

Mr. Ortiz introduced himself and his wife before the Board. The Chairman welcomed them and thanked them for applying and wanting to bring their business back to Harlingen. He recalled the recycling business taking a nosedive in 2017. Mr. Ortiz acknowledged this. He also mentioned having another business here in Harlingen as well, Capital Towing, and that now that this business was established, they were now focusing on this. Mr. Ortiz stated that he and his wife have a background with recycling and that they worked at a recycling plant in Donna for many years. He said they are aware that the City wants to upgrade and said that they want to be the first to modernize Commerce Street with a new fence and everything modern to look like what the City is trying to do in that area.

Chairman Consiglio addressed the dirt and rough condition coming off Commerce [St.]. Mr. Ortiz said they are proposing to move the scale towards the back so that traffic is not on Commerce Street. He said they will be able to have people on the scale and still have a line since it is three (3) acres depth towards the back. He also mentioned that the previous recycle plant had them right along Commerce St. and so, there was always a traffic problem. Mr. Ortiz said they addressed this with Planning by saying they will move the scale further back into the property. He also mentioned following advice for employee parking.

Chairman Consiglio asked about the applicant acquiring the property. Mr. Ortiz said they had already acquired. Ms. Ortiz said they had already signed all the paperwork and were just waiting to get the warranty deed. The Chairman remarked that this was good and that they were already invested to keep enhancing what the City is trying to do. The Chairman circled back to Cmr. Peña having a question.

Cmr. Peña asked if the applicants anticipated a lot of heavy trucks entering the business. He said he was asking because the City is making such a huge investment on Commerce Street. He said that if heavy trucks continue to run through there and because the road construction is not proper, the street is not going to last. Mr. Ortiz said that their idea is to receive and ship to a steel mill, a shredder, at the port. He explained that they will receive and that to ship them out, they go out in eighteen (18) wheelers, that will come in and out. Cmr. Peña noted that what they'd said about modernizing the landscaping was awesome. Mr. Ortiz said that they are going to put palm trees in front and do a whole new look to be something completely modern compared to anything on commerce. Cmr. Peña said they could add advertising on the fence in a tasteful way. The

Chairman noted that the [Planning] team can help with that. He also acknowledged that there is a landscaping plan but asked if there were any requirements by ordinance for the landscaping. Director Hernandez said there were but that the goal was to go above and beyond what is required to make sure the front is adequately landscaped. The Director asked that the Board defer to Staff because otherwise the site plan as presented would need to be amended. The Chairman acknowledged the request.

The Chairman stated that like the Cmr. Peña, he too was concerned about the entering and exiting of heavy trucks. He said that Commerce Street is known as a street that gets tore up pretty quick and that stays tore up due to the use as noted being Light Industry (LI). He asked if there were plans to enhance. He asked if they plan to put concrete at the front of your employee parking or what the parking looks like for them. Mr. Ortiz said they are going to do a cement entrance and then asphalt for the employee parking. He said that for the main entrance, he will put cement there so that it doesn't get tore up. Chairman Consiglio asked who owns Commerce. Director Hernandez said it belongs to the City. The Chairman acknowledged this response and noted that there would be no TxDOT requirements for entering or existing of the trucks or anything.

Cmr. Thomas asked if the employee parking will be behind the fence. Mr. Ortiz said that was correct. Cmr. Thomas confirmed that there won't be any parking of random cars out front. Mr. Ortiz stated they are going to try to have everything behind the fence but that the only thing in front would be the customer that comes to collect their money, if that is the window they will go to.

Cmr. Cruz-Velázquez asked if by putting the [scale] in the back, that would avoid trucks to be stacked up on actual Commerce [St.]. Mr. Ortiz said that was correct and that this was the reason they want to move the scale towards the back of the property, as far in as they can. He said not knowing why the previous ones had it along Commerce Street and why that was their design. Cmr. Cruz-Velázquez asked the applicant if he knew "mas or menos" (more or less) how many trucks will fit in that space by placing the [scale] in the back. Mr. Ortiz said he did not have an exact answer but figured it could fit two (2) or three (3) semis and then several regular small vehicles. He clarified that they are not going to have semis every day and only when they have enough to ship out. He said that mostly it will be people in cars bringing their aluminum cans, their copper, etc. doing their selling and that its not bging to always be semis. Cmr. Cruz-Velázquez confirmed that the semis are only to ship out. Mr. Ortiz said yes and said that it will be when they have enough of a load to ship out. Chairman Consiglio mentioned his drive to Edinburg everyday and taking Monte Cristo and going by the recycle there. He commented that it look horrible and there are big old ruts out front and that there are guys out there with the forklift everyday pulling something out from that rut. He said that this is definitely not something we want. He said he hopes their operation runs good but that they also don't want nails on Commerce Street and little pieces of scrap metal where people are blowing out tires. He asked what they can do as a business operator to help mitigate or limit that. Mr. Ortiz said this was part of having everything inside the facility and of the scale being moved in so that people are not parked on the road and working on the side of the road. He said they want everything inside the facility.

Cmr. Cruz-Velázquez confirmed that he said everything will be boxed up. Mr. Ortiz confirmed and said it will then be shipped out. Cmr. Thomas asked if it meant it would be covered too. Mr. Ortiz said it would be an open top like a trash container you would have at a construction site.

Cmr. Thomas asked for confirmation that their towing business would be completely separate and that none of that business would be there. Mr. Ortiz said it has nothing to do with this and said no.

Cmr. Perez asked if there would be a reason for a mountain of recyclable material to be seen over the fence. Mr. Ortiz addressed this saying that had been a concern from Planning. He said this happens because people play the market and believe in holding. He said their strategy is to ship out on the daily or as they incur enough for a truckload. He said they are not going to stockpile.

Chairman Consiglio asked if there were any other question for the applicant. He stated there is a Public Hearing on this item and that the Board can go back to asking questions.

The Public Hearing for item four (4) was opened. He asked anyone that would like to speak on this item to please approach the podium, for or against this item. Upon hearing and seeing none, the Public Hearing was closed.

Chairman Consiglio asked if there were any questions for Staff or the applicant, or if there was a motion. Cmr. Cruz-Velázquez made the motion to approve. The Chairman added that this would be with all the conditions and allowing Staff to work with the applicant on the landscaping. Cmr. Cruz-Velázquez said yes. Director Hernandez asked if she would like to add a condition about no stockpiling, to make it specific. Cmr. Cruz-Velázquez said yes. Cmr. Peña 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 congratulated the applicant.

Mr. Ortiz indicated he had a question. He asked to define "stockpiling" as not exceeding their fence. The Chairmans said he thought this was a reasonable measure. Cmr. Cruz-Velázquez agreed. Mr. Ortiz said he just wants to make sure they are not in violation.

9(b)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **March 18, 2026**

Agenda Item:

Public hearing for a rezoning request from Not Designated ("N") District to General Retail ("GR") District located at 33470 FM 509, bearing a legal description of 1.75 acres out of Block 167, San Benito Land and Water Subdivision. Applicant: Raul Viramontes. Attachment (**Planning & Development**)

Prepared By: Ana Hernandez, AICP, CNU-A
Title: Planning and Development Director

Signature: *Ana Hernandez*

Brief Summary:

Project Timeline

- January 29, 2026 – Application for rezoning submitted to the City. (**ATTACHMENT I**)
- February 19, 2026 – In accordance with State and local law, notice of the required public hearing was mailed to all property owners within a 200 feet radius of subject tract.
- February 21, 2026 – In accordance with State and local law, notice of the required public hearing was published in the Valley Morning Star.
- March 10, 2026 - Public hearing and consideration of the requested rezoning by the Planning and Zoning Commission (P&Z).
- March 18, 2026 – Public hearing and consideration of requested rezoning via 1st ordinance reading scheduled before the City Commission.
- April 01, 2026 – Pending approval of 1st ordinance reading, consideration of approval of 2nd ordinance reading scheduled before the City Commission.

Summary

- The applicant is requesting to rezone the subject property from Not Designated ("N") District to General Retail ("GR") District to allow for commercial use. (**ATTACHMENT I, III**).
- The subject property is located along the west side of FM 509, south of FM 800 and is part of a larger tract. The subject property is vacant and has 69.62 feet of frontage on FM 509 and a depth of approximately 1,093 feet and comprises 1.75 acres. (**ATTACHMENT III, IV, VI**).
- Adjacent zoning is Not Designated ("N") District to the north and south, and properties to the east and west are outside of the city limits of Harlingen. (**ATTACHMENT III**) Surrounding land uses include The Family Tires & More, The Family Road Service, single family residential, and vacant land. (**ATTACHMENT IV**)

- The Future Land Use Plan component of the City of Harlingen's Harlingen Horizon – A City on the Rise Comprehensive Plan shows this area as Low-Density Residential. Low-Density Residential is comparable to single family residential zoning. The request is not consistent with the land use plan designation for the area however, South FM 509 is a commercial corridor which links area cities to the international Free Trade Bridge at Los Indios. **(ATTACHMENT V)**.
- At the time of this writing, Staff has not received any phone calls, letters, or e-mails in opposition to the rezoning request, furthermore, Staff mailed out ten notices to surrounding property owners.

Funding (if applicable):

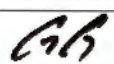
Are funds specifically designated in the current budget for the full ☐ Yes ☐ No*

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

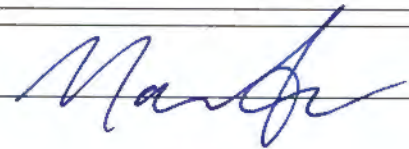
Finance Director's approval: ☐ Yes ☐ No ☐ N/A

Staff Recommendation:

Staff recommends approval of the rezoning request since the property fronts an international trade route.

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

Comments:

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

PLANNING AND ZONING COMMISSION
March 10, 2026

ACTION ITEMS/PUBLIC HEARINGS

- 5) Public hearing and take action to consider a request to rezone from Not designated (“N”) District to General Retail (“GR”) District located at 33470 FM 509, bearing a legal description of 1.75 acres out of Block 167, San Benito Land and Water Company Subdivision. Applicant: Raul Viramontes**

City Planner Rodrigo Sanchez presented the request to rezone as follows:

- An Aerial Map with the Subject Property outlined was used to present the item.
- The purpose of the rezone is to allow for commercial use.
- The Subject Property is located along the west side of FM 509, south of FM 800. This is part of a larger tract but the applicant has decided to rezone one point seventy-five (1.75) acres.
- The Zoning Map for the Subject Property was presented.
- Adjacent zoning is Not Designate (N) to the north and to the south and properties to the east and west are outside of the City Limits of Harlingen.
- There are a couple of commercial type uses, Family Tires and More, Family Road Service and there are some single-family residential [homes] around the area. A lot of it is vacant land.
- An Aerial View and Street View of the Subject Property were shown.
- The Future Land Use Map with the Subject Property was presented.
- The Future Land Use Plan shows the area to be low density residential, equivalent to single-family residential. Mr. Sanchez indicated that although this request may not be consistent with the Land Use Plan designation for this area, south of FM 509 is a commercial corridor and it does link area cities to the International Free Trade Bridge at Los Indios.
- Up to now, Staff has not received any phone calls, letters or emails in opposition to the Rezoning request. Staff mailout out ten (10) notices to surrounding property owners.
- Staff recommends approval of the Rezoning request because of the commercial nature of this international trade route.
- Mr. Sanchez stated that he believes the future holds a lot of commercial industrial development for this area.

Chairman Consiglio thanked Mr. Sanchez. He asked about the one (1) single lot being zoned. He asked if it was considered taking a larger track or whether this falls on spot zoning if that is even a thing anymore in Texas. Mr. Sanchez stated that he didn't consider this a spot zoning and said he thought it was the beginning of [the] rezoning of that area. He mentioned that the Director had casually mentioned a possible City initiated rezoning of the area and that this may happen. He reiterated that he thought this was the beginning of maybe other rezonings to come.

Chairman Consiglio asked, for purposes of the public, what can go in General Retail (GR) here. Mr. Sanchez explained that a lot of General Retail (GR) is primarily what the name says, retail.

He said you will find hotels and restaurants. He said the applicant has talked about doing a commercial parking lot although that is not set in stone and it been one (1) the things [mentioned]. The Chairman asked if it was for eighteen (18) wheelers. Mr. Sanchez said it would be cars. The Chairman acknowledged this response. Cmr. Thomas indicated understanding that it was for storage and parking.

Chairman Consiglio asked if there were any other questions.

Cmr. Thomas asked, since she was new, to confirm that the Board can [rezone] to General Retail (GR) but he [the applicant] does not have to specify what he is going to use it for. Mr. Sanchez explained that he doesn't have to because he can do whatever is permitted under General Retail (GR) and so he is not held to a site plan on the rezoning. He can change his mind. Right now, the applicant has been thinking about a commercial parking lot development as an option but is not set in stone. Cmr. Thomas thanked Mr. Sanchez for his explanation.

Cmr. Cruz-Velázquez asked if the applicant would come through this Board again at construction. Mr. Sanchez said it would come before this Board as a subdivision. The site plan would be for the actual building that is going to go in there and it would be an administrative approval.

Chairman Consiglio asked if Staff was recommending approval and there were no particular conditions because it is just a rezone at this point.

Cmr. Thomas asked if the location was in the ETJ (Extraterritorial Jurisdiction) or inside the City. Mr. Sanchez stated it was inside the City Limits.

Chairman Consiglio asked how far it was from the bridge. Mr. Sanchez asked to defer to the applicant.

Raul Viramontes

Mr. Viramontes confirmed his last name for the Board. He bid the Board a good evening. Mr. Viramontes said it was around three (3) minutes precisely from [FM] 509 to the Los Indios Bridge. The Chairman acknowledged the response.

Chairman Consiglio confirmed with Mr. Sanchez that the applicant would not be able to do what he wants without the rezoning. Mr. Sanchez confirmed that he would not be able what he is proposing to do. The Chairman asked the applicant if he was wanting to a storage park space. The applicant said yes and that it would most likely be for RVs and boats. He said he would hope to eventually expand it. The Chairman again acknowledged this response.

The Chairman asked if there were any other questions for the applicants. Cmr. Thomas made the motion to approve. The Chairman indicated he would move to a Public Hearing first.

The Public Hearing for this item was opened. The Chairman asked anyone present that would like to speak on this item to please approach the podium. Upon seeing and hearing none, the Public Hearing was closed.

Chairman Consiglio asked if there were any further questions for Staff of the applicant. Being none, he asked if there was a motion. Cmr. Thomas made the motion to approve. Cmr. Peña seconded the motion. The motion was moved to a vote. The motion passed unanimously.

**AGENDA ITEM
EXECUTIVE SUMMARY**



Meeting Date: **March 18, 2026**

Agenda Item:

Public hearing for a Special Use Permit (SUP) to allow an event center with alcohol in a General Retail ("GR") District located at 350 N. Loop 499, bearing a legal description of 2.72 acres out of 21.7986 acres out of Block 67, Harlingen Land and Water Company Subdivision. Applicant: Eduardo Peña. Attachment (**Planning & Development**)

Prepared By: Ana Hernandez, AICP, CNU-A, CPM

Title: Planning and Development Director/
Special Projects Director

Signature: *Ana Hernandez*

Brief Summary:

Project Timeline

- January 23, 2026 – Application for Special Use Permit (SUP) submitted to the City. (**ATTACHMENT I and II**)
- February 19, 2026 – In accordance with State and local law, notice of required public hearings mailed to all property owners within 200 feet of subject tract.
- February 21, 2026 – In accordance with State and local law, notice of required public hearings published in the Valley Morning Star.
- March 10, 2026– Public hearing and consideration of requested Special Use Permit by the Planning and Zoning Commission.
- March 18, 2026 – Public hearing and consideration of requested Special Use Permit via 1st ordinance reading scheduled before the City Commission.
- April 1, 2026 – Pending approval of 1st ordinance reading, consideration of approval of 2nd ordinance reading scheduled before the City Commission.

Summary

- Per the Code of Ordinances, an event center with alcohol requires the approval of a special use permit by the City Commission.
- Eduardo Peña, the applicant and property owner, is requesting a Special Use Permit to allow an event center with alcohol consumption out of a proposed two story 11,500 sq. ft. building located at 350 N. Loop 499. (**ATTACHMENT III**)
- The subject property is currently vacant and in the subdivision process under the name of Cielo 22 Subdivision for a proposed two lot development. The property has 381.28 feet of frontage on Loop 499 and a depth of 311.03 at its longest point.
- According to the site plan and the information submitted, the applicant is proposing a two story 11,500 sq. ft. event center for weddings, recitals and sweet sixteen events etc., under the name of "Cesars Event Center." The first floor will consist of the event center, and the second floor of the building will be the utility room. The proposed event center will be located on the north 200 ft. of the subject property. The hours of operation for the office and event center will be Monday through Sunday, from 8:00 a.m. though 2:00 p.m. Based on the seating of the proposed for the event center, 94 parking spaces are required, and 98 parking spaces are provided. (**ATTACHMENT IV AND VII**)
- Surrounding properties are zoned General Retail ("GR") District in all directions. Surrounding land uses consist of vacant land to the north, Cardenas BMW to the

south, vacant land in agriculture use to the east, and vacant land in agriculture use to the west. **(ATTACHMENT III and VII)**

- The Future Land Use Plan component of the Harlingen Horizon – A City on the Rise Comprehensive Plan shows this area as retail use. The request is consistent with the Future Land Use Plan. **(ATTACHMENT VIII)**
- The Building Inspections, Fire Prevention Bureau, Health, and Police Departments have reviewed the application and have reported no objection to the requested Special Use Permit subject to complying with all applicable codes and regulations. The Police Department reported no objection with the condition that the Police Department may conduct an inspection of the building when completed to confirm installation of cameras and other security measures. **(ATTACHMENT IX-XII)**
- In accordance with the Zoning Chapter of the Code of Ordinances, the P&Z Commission and City Commission may impose requirements and conditions of approval as are needed to ensure that a use requested by a SUP is compatible and complementary to adjacent properties.
- To present, the Planning and Development Department has not received any calls in opposition to the requested special use permit.

Funding (if applicable):

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

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

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

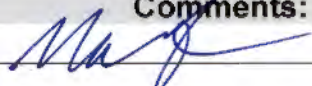
Staff Recommendation:

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

1. Must obtain and maintain the proper State and City permits
2. Provide a licensed security guard if alcohol is served;
3. Provide video surveillance with a minimum retention period of thirty (30) days;
4. Must provide and maintain the required parking spaces in accordance with City regulations;
5. Hours of operation for the establishment shall be from Monday through Sunday, from 8:00 a.m. to 2:00 a.m.; and
6. Complying with the requirements administered by Planning and Zoning, Building Inspections, Fire Prevention, Health, and Police Departments.

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

Comments:

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

PLANNING AND ZONING COMMISSION
March 10, 2026

ACTION ITEMS/PUBLIC HEARINGS

- 6) Public hearing and take action to consider a request for a Special Use Permit (SUP) to allow an event center with alcohol in a General Retail ("GR") District located at 350 N. Loop 499, bearing a legal description 2.72 acres out of 21.7986 acres out of Block 67, Harlingen Land and Water Company Subdivision. Applicant: Eduardo Peña**

Assistant Planning and Development Director, Joe Olivo, presented the request for a Special Use Permit as follows:

- The Legal Notice Map for the Subject Property highlighted was used to present the request for a SUP.
- The applicant is requesting a Special Use Permit to allow an event center with alcohol consumption out of a proposed eleven thousand, five hundred (11,500) square foot building located along Loop 499, on the east side of Loop 499, north of Harrison Avenue or FM 106.
- An Aerial View of the Subject Property was presented. As seen, the property is currently vacant and is currently going through the subdivision process.
- It is a two (2) lot subdivision, and the subject property has about three hundred and eighty-one (381) feet of frontage on Loop 499 and a depth of three hundred and eleven (311) feet.
- The Site Plan submitted was presented. The event center will be called "Caesar's Event Center". It would be mainly for weddings, recitals and Sweet 16s events, etc. It is a two (2) floor building with the event center on the first (1st) floor for the events and the 2nd floor (2nd) floor is the utility room.
- The hours of operation would be mainly for the office of the event center and would be Monday through Friday, from 1:00 p.m. to 6:00 p.m. and then for the event center, Thursday through Saturday, 6:00 p.m. to Midnight.
- Based on the seating, ninety-four (94) parking spaces are required, and ninety-eight (98) parking spaces are provided.
- The Site Plan showing the parking area was presented. Mr. Olivo reiterated that it was a two (2) lot subdivision, specifying that the event center is going to be on the northern lot.
- A rendering of the proposed event center was presented.
- A Street View from the East on Loop 499 was presented. As seen, the lot is currently vacant.
- The Future Land Use Map was presented. Future Land Use shows it as retail use that is consistent with Future Land Use Plan.
- Property within a two hundred (200) foot radius were notified. Nine (9) property owners received notifications. Staff did not receive any objections.
- The Buildings Department, Fire, Health, and Police Departments reviewed the request and reported no objections.
- Staff is recommending approval subject to obtaining their required permits, providing a licensed security guard during peak hours of operation, providing video surveillance and

maintaining the required parking, of course complying with the required hours of operations and compliance with the requirements from the appropriate departments.

- Mr. Olivo made himself for any questions. He noted that the applicant was not present.

Chairman Consiglio asked if there were any questions for Mr. Olivo.

Cmr. Peña asked about the requirement for a licensed security guard and not necessarily an armed security guard. Mr. Olivo explained that this is a condition that has been used in the past. He said that PD has also put as a condition that prior to opening, they will inspect to ensure the required security cameras are in place and the other safety measures. He said that would be addressed by PD at that time. Cmr. Peña acknowledged the response.

Chairman Consiglio asked if there were any other questions for Mr. Olivo.

Cmr. Cruz-Velázquez asked about the hours of operation and asked if they want to limit themselves to midnight. Mr. Olivo noted that those are the hours put on the application. Cmr. Thomas asked Cmr. Cruz-Velázquez if that answered her question. Cmr. Cruz-Velázquez said that she would propose they don't limit themselves to midnight but acknowledged that this would be up to them. Mr. Olivo offered that the Board could add the condition to change it to 2:00 [a.m.] Chairman Consiglio noted that in the past they have said that if an applicant puts twelve (12) then it is only twelve (12) but if you put two (2) [a.m.], it doesn't mean you have to go until then but you would have the flexibility. He said this is the guidance that they have given in the past. Cmr. Cruz-Velázquez said that she is thinking this because it is an event center and that twelve (12) midnight might be a little too restricted.

Cmr. Thomas indicated she was wondering about drainage. She said she was looking at the aerial and saw that they have a drainage ditch on what looks like the north side and the east side. She asked if that area floods. Mr. Olivo said not to his knowledge and deferred to the Engineering Department. Cmr. Thomas said this was one of the ditches that overflows. Cmr. Flores added that anything close to the airport will flood.

Robert Hernandez, City Engineer

Mr. Hernandez introduced himself before the Board. He explained that there is a flood zone near this area and so they will be required to build to a certain elevation for the structure itself. He said that regarding the ditch, they would have to provide professional engineering plans to make sure they comply with our ordinance [such as] provided detention for a fifty (50) year storm and releasing it for pre-existing conditions. He said that it would be regardless of where the project was located. He said they would have to comply with those requirements. Chairman Consiglio asked if this fell in the Harlingen Drainage District. Mr. Hernandez said that was correct, saying that the ditch on the east side is the City of Harlingen. The Chairman asked if it was concrete lined. He was told no but that it was across the road.

Chairman Consiglio commented that he wished the applicant was present because it is a wonderful project and it would have been nice to see who is wanting to do this.

At this point Director Hernandez added that the Board has the option to make the change and that they don't have to stay open until 2:00 [a.m.]. Cmr. Cruz-Velázquez said she would say for them not put that restriction. The Chairman advised talking to them. Director Hernandez advised to do it now or otherwise they would have to go back and amend it and go through the process again. Cmr. Peña noted that if the hours are changed, then [condition] number two (2) would have to change obviously. He expressed concern over when a security would be needed also adding that it would be an added cost. Cmr. Thomas then questioned the use of "peak hours" vs. "during events". Cmr. Thomas mentioned a luncheon being held or a big City event where they would probably need security. Mr. Olivo said that that we could make the change. Chairman Consiglio acknowledged getting into the minutia but also said they would want to approve something that makes sense. He mentioned the need for set up for an event. He pointed out that currently they couldn't go in earlier to set up with the hours noted. Cmr. Cruz-Velázquez mentioned that the language about the security needs to match. There was discussion about events with alcohol. Mr. Olivo noted that the event center would not provide alcohol but outside alcohol can come in.

Chairman Consiglio stated that they should go ahead and have the Public Hearing. The Public Hearing was opened. He asked if anyone wanted to speak for or against this item. Upon hearing and seeing none, the Public Hearing was closed.

Chairman Consiglio asked if there was a motion for approval of the SUP considering the recommendations and modifying those. Cmr. Peña made the motion to approve. Cmr. Cruz-Velázquez seconded the motion. Cmr. Cruz-Velázquez noted that they just want the applicant to know they can be flexible in the opening and closing, as long as there is a security guard when alcohol is present. Director Hernandez stated that Staff can add the point about the security guard but leave the hours open ended until Staff can talk to the applicant and have confirmation from them. The Chairman noted that Staff will work with them on that understanding and the Board trusts they will do a great job on that. The Chairman regrouped the meeting, stating that there was motion and second. The Chairman asked if there was any further discussion and upon hearing none, move the motion to a vote. The motion passed unanimously.

**AGENDA ITEM
EXECUTIVE SUMMARY**

9(d)

Meeting Date: **March 18, 2026**

Agenda Item:

Public hearing for a rezoning request from General Retail ("GR") District to Planned Development ("PD") District to allow a mixed-use development (commercial and multifamily) for properties bearing a legal description of 30.52 acre tract of land, more or less, out of Block 182, San Benito Land and Water Company Subdivision, Concepcion De Carricitos Grant, located northeast of Camelot Drive and Victoria Lane. Applicant: Berenice Chapa (Halff Associates) c/o Economic Development Corporation of Harlingen, Inc. Attachment **(Planning & Development)**

Prepared By: Ana Hernandez, AICP, CNU-A, CPM
Title: Planning and Development Director/
Special Projects Director

Signature: *Ana Hernandez*

Brief Summary:

Project Timeline

- January 21, 2026 – Application for rezoning submitted to the City. **(ATTACHMENT I).**
- February 19, 2026 – 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.
- February 21, 2026 – In accordance with State and local law, notice of the required public hearings was published in the Valley Morning Star.
- March 10, 2026 - Public hearing and consideration of the requested rezoning by the Planning and Zoning Commission (P&Z).
- March 18, 2026 – Public hearing and consideration of requested rezoning via 1st ordinance reading scheduled before the City Commission.
- April 1, 2026 – Pending approval of 1st ordinance reading, consideration of approval of 2nd ordinance reading scheduled before the City Commission.

Summary

- Halff Associates on behalf of Development Corporation of Harlingen, Inc. is requesting to rezone the subject property from General Retail to Planned Development ("PD") to allow a mixed use development consisting of commercial and multi-family use. **(ATTACHMENT II).**
- The irregular shaped property is currently vacant and not subdivided. The developer is proposing to subdivide the property into a four lot subdivision under the name of Victoria Commons Subdivision Phase II. The property has 193.38 feet of frontage on Camelot Drive, 129.07 feet of frontage on Victoria Lane and a depth of 1,946 feet at its longest point.

- According to the Planned Development site plan, the development will consist of four buildable lots. Two of the lots will be for general retail use, one lot will be for office use, one lot will be for multi-family use, a common area lot and a lot to be used for a detention pond. All lots will front an interior public street. The interior street on the north side will be 33 ft. wide paved street with curb and gutter, and the east side street will be a 40 ft. wide paved street with curb and gutter. The setbacks for the general retail and multi-family lots will be 10 ft. on the front, side and rear setbacks. The setbacks for the office lot will be 20 ft. in the front, and 10 ft. on the side and rear setbacks. **(ATTACHMENT III and IV)**
- The surrounding properties are zoned Not Designated ("N") District to the north, and General Retail ("GR") District to the south, east and west. The surrounding land uses consist of an apartment complex and vacant land to the north, Windsor Nursing and Rehab Center, Palms Behavioral Health and vacant land to the south, and vacant land and vacant land in agricultural use to the west. **(ATTACHMENT II and V)**
- The Building Inspections, Fire Prevention and Engineering Departments have reviewed the request. The Building Inspections, Fire Prevention and Engineering Departments reported no objection to the request amendment to the planned development site plan subject to complying with all applicable codes. **(ATTACHMENT VI-VIII)**
- The Future Land Use Plan (FLUP) component of the Harlingen Horizon – A City on the Rise Comprehensive Plan shows this area as retail and multi-family use. The request is consistent with the Future Land Use Plan and consistent with the surrounding land use. **(ATTACHMENT IX)**.
- 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*

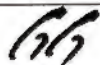
*If no, specify source of funding and amount requested:

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

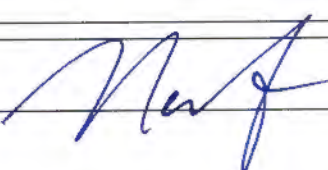
Staff Recommendation:

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

1. Compliance with all applicable building codes and regulations;
2. Compliance with drainage requirements and all applicable requirements from the Engineering Department; and
3. Compliance with the requirements administered by the Planning, Building Inspections, Engineering, and Fire Prevention Departments.

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

Comments:

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

PLANNING AND ZONING COMMISSION
March 10, 2026

ACTION ITEMS/PUBLIC HEARINGS

- 7) Public hearing and take action to consider a request to rezone from General Retail (“GR”) District to Planned Development (“PD”) District to allow a mixed-use development (commercial and multifamily) for properties bearing a legal description of 30.52 acre tract of land, more or less, out of Block 182, San Benito Land and Water Company Subdivision, Concepcion De Carricitos Grant, located northeast of Camelot Drive and Victoria Lane. Applicant: Berenice Chapa (Halff Associates) c/o Economic Development Corporation of Harlingen, Inc.**

Assistant Planning and Development Director, Joel Olivo, presented the request to rezone as follows:

- The Legal Notice Map for the Subject Property was used to present the request.
- Mr. Olivo stated that the applicant is requesting to rezone to all a mixed-use development consisting of multifamily and commercial use. The property is on the northeast of Camelot [Drive] and Victoria Lane.
- An Aerial View of the Subject Property was presented. The property is currently vacant and going through the subdivision process under the subdivision name Victoria Commons Phase 2 Subdivision.
- The Site Plan that was submitted by the applicant was presented.
- The property has one hundred and ninety-three [feet of] frontage on Camelot Drive and one hundred and twenty-nine (129) feet of frontage on Victoria Lane and a dept of one thousand two hundred and forty-six (1246) feet at its longest point.
- The proposed planned development consists of four (4) lots. Two (2) of the lots will be for commercial use, one (1) of the lots will be for multi-family use and one (1) of the lots will be for office use. As shown on the map, the first two (2) on the north side are commercial use and the larger lot is for multifamily and the [remaining] lot for office use.
- The setbacks for the commercial and multi-use would be ten (10) in the front and ten (10) in the sides and ten (10) in the rear. For office, it would be twenty (20) in the front, ten (10) on the sides and ten (10) in the rear.
- As seen, all the lots will be fronting an interior street. The northern street will be a thirty-three (33) foot wide paved street with curb and gutter. The one to the east is a forty (40) foot wide paved street with curb and gutter. There is also a lot for common area and then a lot for detention.
- Street Views from the west of Camelot Drive and from the south on Hale Avenue and Victoria Lane were presented showing the vacant lot. It was mentioned that the lot to the further north of Hale Avenue is also owned by the same applicant. Mr. Olivo said he believed there was currently construction for a commercial plaza.
- The Future Land Use Map was presented. Future Land Use sholes [the area] as retail use and multifamily use so the request is consistent with the Future Land Use Plan.
- Property owners within a two hundred (200) foot radius were notified. Twelve (12) property owners received notifications. Staff has not received any objections.

- Staff is recommending approval subject to compliance with all building code regulations, compliance with the drainage requirements, and compliance with the requirements from the appropriate departments.
- Additionally, the appropriate departments did review the request and reported no objections.
- Mr. Olivo made himself available to answer any questions from the Board.

Chairman Consiglio thanked Mr. Olivo. The Chairman asked questions to get his direction on the site plan, asking which street was Hale [Avenue] and which is... [Camelot Drive]. Cmr. Thomas indicated it was confusing for her too. Mr. Olivo indicated Camelot Drive and then Hale [Avenue]. Cmr. Thomas offered that Retama Manor [now Windsor of Harlingen] is on the bottom left corner. The Board continued working on getting their bearings. The Chairman asked where the water storage was on the site plan. Mr. Olivo directed him. The Chairman acknowledged his understanding. He confirmed that this was a planned development and then questioned that they wouldn't have any roads. Mr. Olivo indicated the roads that they are having installed. The Chairman noted the road they are proposing and that it is going into parking lots and that this was about it. Mr. Olivo told him that was correct. The Chairman asked for confirmation on the width of the streets and that Staff was okay with that. Mr. Olivo provided the widths and confirmed that Staff approved of these.

Cmr. Cruz-Velázquez asked about the type of housing. Mr. Olivo said it was for multifamily and indicated a lot for apartments. Cmr. Cruz-Velázquez asked if it would be townhomes. Mr. Olivo said yes. Cmr. Cruz-Velázquez asked how many and expressed concern about traffic mentioning the wait time at the stop sign on Hale [Avenue] and Camelot [Drive]. She stated that it backs up really badly and asked if they were planning to put a stop light. Mr. Olivo stated that [the applicant] did not have a definitive site plan yet. Cmr. Cruz-Velázquez also mentioned the wait time going down Camelot [Drive] to get on the Expressway and said that this would cause more traffic.

Robert Hernandez, City Engineer

Mr. Hernandez again introduced himself before the Board. He stated that they are looking at that intersection because there is also a development on the west side and that this is part of the traffic impact analysis that they are having to do to make sure that first, the volume is warranted and if not, what mitigation they're going to be doing to ensure that there are no headaches or complaints about the traffic. Mr. Hernandez said they have to make sure that it is warranted because a traffic signal is a large expenditure, so they want to make sure that traffic that is going to be generated right now plus future triggers the installation, and if not, what they're going to be doing to mitigate it. Mr. Hernandez restated that they are looking into that. The Chairman commented that he saw this definitely happening and coming.

Chairman Consiglio asked if there were any question for Staff or [City] Engineer or Mr. Olivo. He indicated there was a Public Hearing and said he would go ahead and go to that.

The Public Hearing for the item was opened. The Chairman asked if there was anyone that would like to speak on this item, to please approach the podium. Upon seeing and hearing none, the Public Hearing was closed.

Chairman Consiglio asked if there were any further questions or If there was a motion. Cmr. Cruz-Velázquez made the motion to approve. Cmr. Thomas 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**

7(e)

Meeting Date: **March 18, 2026**

Agenda Item:

Public hearing first reading for a Special Use Permit (SUP) to allow the sale of alcoholic beverages for on-site consumption, in a General Retail ("GR") District, located at 211 N. Ed Carey Drive, bearing a legal description of Lot 3, Block 1, Dorris Subdivision Unit 1. Applicant: Richard Rivas c/o Panthers Petroleum III, LLC. Attachment **(Planning & Development)**

Prepared By: Ana Hernandez, AICP, CNU-A, CPM

Title: Planning and Development Director/
Special Projects Director

Signature: *Ana Hernandez*

Brief Summary:

Project Timeline

- January 23, 2026 – Application for Special Use Permit (SUP) submitted to the City. **(ATTACHMENT I and II)**
- February 19, 2026 – In accordance with State and local law, notice of required public hearings mailed to all property owners within 200 feet of subject tract.
- February 21, 2026 – In accordance with State and local law, notice of required public hearings published in the Valley Morning Star.
- March 10, 2026– Public hearing and consideration of requested Special Use Permit by the Planning and Zoning Commission.
- March 18, 2026 – Public hearing and consideration of requested Special Use Permit via 1st ordinance reading scheduled before the City Commission.
- April 1, 2026 – Pending approval of 1st ordinance reading, consideration of approval of 2nd ordinance reading scheduled before the City Commission.

Summary

- Per the Code of Ordinances, an event center with alcohol requires the approval of a special use permit by the City Commission.
- Eduardo Trevino, the applicant and property owner, is requesting a Special Use Permit to allow an event center with alcohol consumption out of a proposed two story 11,500 sq. ft. building located at 350 N. Loop 499. **(ATTACHMENT III)**
- The subject property is currently vacant and in the subdivision process under the name of Cielo 22 Subdivision for a proposed two lot development. The property has 381.28 feet of frontage on Loop 499 and a depth of 311.03 at its longest point.
- According to the site plan and the information submitted, the applicant is proposing a two story 11,500 sq. ft. event center for weddings, recitals and sweet sixteen events etc., under the name of "Cesars Event Center." The first floor will consist of the event center and the second floor of the building will be the utility room. The proposed event center will be located on the north 200 ft. of the subject property. The hours of operation for the office will be Monday through Friday, from 1:00 p.m. though 6:00 p.m., and the hours of operation for the event center will be from Thursday through Saturday, from 6:00 p.m. though 12:00 p.m. Based on the seating of the proposed for the event center, 94 parking spaces are required and 98 parking spaces are provided. **(ATTACHMENT IV AND VII)**
- Surrounding properties are zoned General Retail ("GR") District in all directions. Surrounding land uses consist of vacant land to the north, Cardenas BMW to the south,

vacant land in agriculture use to the east, and vacant land in agriculture use to the west. **(ATTACHMENT III and VII)**

- The Future Land Use Plan component of the Harlingen Horizon – A City on the Rise Comprehensive Plan shows this area as mixed use. The request is consistent with the Future Land Use Plan. **(ATTACHMENT VIII)**
- The Building Inspections, Fire Prevention Bureau, Health, and Police Departments have reviewed the application and have reported no objection to the requested Special Use Permit subject to complying with all applicable codes and regulations. The Police Department reported no objection with the condition that the Police Department may conduct an inspection of the building when completed to confirm installation of cameras and other security measures. **(ATTACHMENT IX-XII)**
- In accordance with the Zoning Chapter of the Code of Ordinances, the P&Z Commission and City Commission may impose requirements and conditions of approval as are needed to ensure that a use requested by a SUP is compatible and complementary to adjacent properties.
- To present, the Planning and Development Department has not received any calls opposition to the requested special use permit.

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 special use permit subject to complying with the following conditions:

1. Must obtain and maintain the proper State and City permits
2. Provide a licensed security guard during peak hours of operation, from Thursday through Saturday, from 9:00 p.m. though 12:00 p.m.;
3. Provide video surveillance with a minimum retention period of thirty (30) days;
4. Must provide and maintain the required parking spaces in accordance with City regulations;
5. Hours of operation for the establishment shall be from 1:00 p.m. though 12:00 p.m.; and
6. Complying with the requirements administered by Planning and Zoning, Building Inspections, Fire Prevention, Health, and Police Departments.

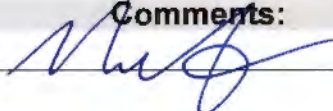
City Manager's approval:



☐ Yes ☐ No ☒ N/A

Comments:

City Attorney's approval:



☒ Yes ☐ No ☐ N/A

PLANNING AND ZONING COMMISSION
March 10, 2026

ACTION ITEMS/PUBLIC HEARINGS

- 8) Public hearing and take action to consider a request for a Special Use Permit (SUP) to allow the sale of alcoholic beverages for on-site consumption, in a General Retail ("GR") District, located at 211 N. Ed Carey Drive, bearing a legal description of Lot 3, Block 1, Dorris Subdivision Unit 1. Applicant: Richard Rivas c/o Panthers Petroleum III, LLC**

City Planner Soledad Núñez presented the request for a Special Use Permit as follows:

- The Legal Notice Map with the subject property highlighted in yellow was used to present the item.
- The applicant is requesting a SUP to change their TABC license. This request is similar to previously approved ones over the past couple of years. Basically, the applicant wants to have daiquiris for onsite consumption if the customer want to enjoy their beverage onsite.
- An Aerial View of the Subject Property was presented. Ms. Núñez noted that the convenience store across the street received their SUP for the exact same thing back in 2024.
- The location requesting the SUP is proposing to operate as "Panther's 39 Convenience Store.
- As mentioned, the applicant is requesting the SUP for the pre-mixed daiquiris they are going to have.
- The Site Plan provided by the applicant was presented.
- The Floor Plan provided was presented. Ms. Núñez pointed out the area in sage where the customer can enjoy their beverage if they so choose.
- The applicant is required [to have] seven (7) parking spaces and there are twenty-one (21) parking spaces on site.
- The hours of operation are going to be 7:00 a.m. to 12:00 a.m. (midnight), Monday through Saturday, and 10:00 a.m. to 12:00 a.m. (midnight) on Sundays.
- Surrounding properties are zoned General Retail (GR) district to the north, east, south and west.
- Surrounding las uses include the Stripes Convenience Store to the east, Harbor Freight to the north, an annex for Su Clinica to the west and to the south is the Expressway.
- Street Views of the Property were presented.
- The Future Land Use Map was presented and showed the area as retail, so this request is consistent with the Future Land Use Plan and compatible with surrounding land uses.
- The Fire Prevention Bureau and Harlingen Police Department both reviewed the application and recommended approval. Building Inspections asked that their plan for the proposed business be submitted for review upon approval. They are requesting that the applicant comply with the 2024 IBC (International Building Code) family of Codes.
- Ms. Núñez reported that there is an active health permit for the location but most everything will be regulated by TABC.

- Ms. Núñez also mentioned that as always, the Board can impose further conditions than the ones outlined in the request.
- Staff did mail out six (6) notices but did not receive any calls.
- Staff is recommending approval of the Special Use Permit subject to the applicant complying with all their state and city permits, required parking, that they provide video surveillance, that they comply with all the requirements by all the departments and then, that they adhere to their hours of operation.

Chairman Consiglio thanked Ms. Núñez for her presentation. He confirmed that this is not the first time the Board has seen this and that they have approved them in the past. He also expressed that they should be cautious and asked what the outcome of the one's allowed has been. He asked if there was cause for more headaches for the police or violence. Ms. Núñez reported that PD had approved it and did not tell Staff of any concerns. The Chairman asked if we knew who from PD had approved it. Ms. Núñez said it had been the Chief and said he signed the routing slip. Again, the Chairman asked if there have been any particular complaints or concerns. Ms. Núñez said that not that she had heard of. Director Hernandez indicated that there were not to Staff's knowledge.

Cmr. Thomas expressed some confusion about the request and it being a convenience store that you can consume at. Ms. Núñez confirmed that it is still a convenience store and that the only difference is the type of TABC license that they have. Right now, the TABC license only allows the purchase of alcohol to take out. Now if approved, the customer could purchase their drink to go daiquiri and then consume it on site similar to Texas Roadhouse and establishments like that. Chairman Consiglio added that this was a COVID thing that happened and that a lot of Stripes have done it. The Board had some questions and commentary about the ability to purchase a drink to go early in the morning or to start drinking and leave the premise. Director Hernandez stated that it has to be onsite. Ms. Núñez also stated the same and then explained that the employees at the store do have to be certified through TABC to be able to be able to handle all of that. She said that someone cannot just serve the alcoholic beverage and that they have to be certified. The Chairman said that this was good to know and restated that the Board has approved these and that the police is not saying that these are causing any problems – fights, or theft or anything like that within the convenience store. The Chairman recalled that there was one by Coakley [Middle School] and that even a local shop indulged in doing so. Cmr. Flores stated that it was the store on 1st Street. Ms. Núñez said that Staff has not heard anything [of any concerns]. Director Hernandez stated that the only condition or comment provided by the Police Department was on condition that they obtain their TABC permit, that sales be within the hours allowed, and that they display their permit. She said there was nothing related to anything else. Ms. Núñez added that TABC is very adamant of what they want.

Cmr. Flores referred to something Ms. Núñez had said. He said that he either heard wrong or something was not right. It was about the building codes. Ms. Núñez said that if approved, [the applicant] will have to submit for a re-occupancy because they are changing ownership as well. She added that the change of ownership was the reason for the change of name, from Tejano Mart to Panthers 39. Cmr. Flores questioned meeting the adopted codes regardless of when it was built. Ms. Núñez said for a re-occupancy they wouldn't really had to do much except provide a site plan and a floor plan. Cmr. Flores stated that if they remodel and it is more than

50%, then they would have to comply with the current codes now. If not, then you don't need a permit to replace the glass window or door. He said that they could [take a permit] but that code does not [require it]. Ms. Núñez said she understood and would note that. Cmr. Flores reasserted that the requirement to meet building code cannot be made and that it would only apply for a change of use. Director Hernandez stated that in this case, it was the same use and the only thing being added is alcohol consumption onsite. Cmr. Flores commented that if it was him, they would have a hard time getting him to get the building up to standard.

Cmr. Peña added that the [purchaser] cannot leave that the location with the daiquiri in their hand because if they do, now they are in possession of an open container and that this places other motorists in danger. Ms. Núñez said that the requirements that the stores have in place for the employees is that they be certified so that they understand through TABC what the requirements are, similar to a bar/restaurant.

Chairman Consiglio asked if Staff knew if the stores limit consumption or the type of policy they have. Director Hernandez stated that this part of what TABC trains them for, that after a certain time or if they look tipsy or too intoxicated that they stop serving them alcohol. Chairman Consiglio acknowledged this response.

Chairman Consiglio proceeded to open the Public Hearing on this item. He asked if there was anyone that would like to peak on this item to please approach the podium. Upon seeing and hearing none, he closed the Public Hearing.

Chairman Consiglio asked the Board if there were any further questions or if there was a motion. Cmr. Cruz-Velázquez 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**

9(P)

Meeting Date: **March 18, 2026**

Agenda Item:

Public hearing for a Special Use Permit (SUP) to allow the loading/unloading of bulk liquid in a Light Industry ("LI") District located at 2201 N. Commerce Street, bearing a legal description of 23.4100 acres out of Block G, Survey 26, Boyce Tract. Applicant: Frank Cunningham c/o Saint Claire Group, Inc. Attachment (**Planning & Development**)

Prepared By: Ana Hernandez, AICP, CNU-A, CPM

Title: Planning & Development Director/Special Projects Director

Signature: *Ana Hernandez*

Brief Summary:

Project Timeline

- January 26, 2026 – Application for Special Use Permit (SUP) submitted to the City. (**ATTACHMENT I and II**)
- February 19, 2026 – In accordance with State and local law, notice of required public hearings mailed to all property owners within 200 feet of subject tract.
- February 21, 2026 – In accordance with State and local law, notice of required public hearings published in the Valley Morning Star.
- March 10, 2026 – Public hearing and consideration of requested Special Use Permit by the Planning and Zoning Commission.
- March 18, 2026 – Public hearing and consideration of requested Special Use Permit via 1st ordinance reading scheduled before the City Commission.
- April 1, 2026 – Pending approval of 1st ordinance reading, consideration of approval of 2nd ordinance reading scheduled before the City Commission.

Summary

- Frank Cunningham, the applicant, is requesting a Special Use Permit to allow a mobile bulk liquid transload operation located at 2201 N. Commerce Street. (**ATTACHMENT III**)
- The property has approximately 1,511.32 feet of frontage along the railroad on North Commerce Street and 328.98 feet of frontage on Wilson Road. The Missouri Pacific Railroad runs through the eastern portion of the property.
- The applicant proposes operating Monday through Saturday, from 8:00 a.m. to 6:00 p.m. Daily operations will involve approximately six (6) operators on-site, with an average of six (6) trailers engaged in loading and unloading bulk liquid for transport from railcar to truck. A total of 3 parking spaces will be required on site. (**ATTACHMENT VI**)
- Surrounding properties are zoned Light Industry ("LI") District to the north, south, east, and west. Adjacent land uses consist of warehouses to the north, south, and west, with a mix of residential dwellings and commercial businesses located to the east. (**ATTACHMENT II & IV**)
- The Fire Prevention Bureau, Harlingen Police Department, and Environmental Services Division have reviewed the application and recommended approval of the Special Use Permit. The Buildings Division reviewed the application and advised that, if the request is approved, the applicant/property owner must submit plans for review and ensure that all construction documents comply with the 2024 International Building Code and its associated family of codes. (**ATTACHMENTS VII - X**)

- The Future Land Use Plan (FLUP) component of the Harlingen Horizon – A City on the Rise Comprehensive Plan designates this area for mixed-use development. While the request is not consistent with the Future Land Use Plan, it is compatible with the surrounding land uses. **(ATTACHMENT V)**
- In accordance with the Zoning Chapter of the Code of Ordinances, the Planning & Zoning (P&Z) Commission and City Commission may impose requirements and conditions of approval as necessary to ensure that a use requested by a Special Use Permit (SUP) is compatible and complementary to adjacent properties.
- To date, the Planning & Zoning Division has not received any opposition to the SUP request. Staff mailed sixteen (16) notices to surrounding property owners.
- The applicant submitted a permit with the Texas Commission on Environmental Quality (TCEQ) and was approved in January 2026 to operate at this location. **(ATTACHMENT XI)**

Funding (if applicable):

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

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

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

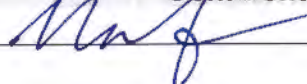
Staff Recommendation:

Staff recommends approval of the Special Use Permit, subject to the following conditions:

1. The applicant shall obtain and maintain all required State and City permits.
2. The applicant shall provide and maintain the required parking spaces in accordance with City regulations.
3. The applicant shall always provide and maintain a Hazard Mitigation Plan while in operation.
4. Hours of operation shall be from 8:00 a.m. to 6:00 p.m., Monday through Saturday.
5. The applicant shall comply with all applicable requirements administered by the Planning and Zoning Division, Building Inspections Division, Fire Prevention Bureau, Police Department, and Environmental Services Division.
6. The applicant will be required to renew the Special Use Permit (SUP) within one (1) year of approval.

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

Comments:

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

PLANNING AND ZONING COMMISSION
March 10, 2026

ACTION ITEMS/PUBLIC HEARINGS

- 9) Public hearing and take action to consider a request for a Special Use Permit (SUP) to allow the loading/unloading of bulk liquid (ethanol) in a Light Industry ("LI") District located at 2201 N. Commerce Street, bearing a legal description of 23.4100 acres out of Block G, Survey 26, Boyce Tract. Applicant: Frank Cunningham c/o Saint Claire Group, Inc.**

City Planner Soledad Núñez presented the request for a Special Use Permit as follows:

- The Legal Notice Map with the subject property highlighted in yellow was used to present the item.
- Mr. Cunningham is the applicant and is also a representative of the Saint Claire Group.
- The property has approximately one thousand, five hundred and eleven point thirty-two (1511.32) feet of frontage along the railroad on north Commerce [Street] and they have three hundred and twenty-eight point eight (328.8) feet of frontage on Wilson road.
- The applicant proposed to operate Monday through Saturday, from 8:00 a.m. to 6:00 p.m. They are proposing six (6) operators onsite with an average of six (6) trailers doing the loading and unloading of the bulk liquid. A total of three (3) parking spaces will be required to be provided on site.
- Surrounding properties are zoned Light Industry (LI) district to the north, south, east and west, and adjacent land uses consist of warehouses to the north, south and west, with a mix of residential dwellings and commercial businesses located to the east.
- The Fire Prevention Bureau, Police Department, Environmental Division and Buildings Division all reviewed the application, and all approved the application subject to complying with the requirements from the different departments.
- The Site Plan that was provided [by the applicant] was presented.
- A Street View from North Commerce Street was presented.
- The Future Land Use Map was presented. The Future Land Use Plan shows this area as mixed-use developments. While the request is not consistent with the Future Land Use Plan, it is compatible with the surrounding land uses. There are several warehouses on Wilson road and if you go further, there are also trucking companies such as Reveille Trucking is in that area.
- Ms. Núñez shared that she forgot to put the hours of operation in the [meeting] packet but that they are listed here.
- Staff is recommending approval of the Special Use Permit subject to the following conditions:
 - that the applicant obtain and maintain all their state and city permits,
 - that they provide the required parking,
 - that they provide their hazard mitigation plan, which they did provide us a copy and
 - they do have all their TCQ (Texas Commission on Environmental Quality) permits,

- that the hours of operation are 8:00 a.m. to 6:00 p.m., Monday through Saturday, and
- that they comply with all the requirements set forth by the different Divisions and departments.
- Ms. Núñez noted that the applicant was present for any questions.

Chairman Consiglio thanked Ms. Núñez for her presentation.

Chairman Consiglio asked if this area was preferred by the City versus [when] they were operating in a different location. The Chairman said that they moved north. Ms. Núñez said yes. The Chairman then asked if the trucks will be coming in and out of Commerce on that concrete driveway or do if we knew that. Ms. Núñez stated that they will actually be coming off of Wilson Road noting the location of the railroad that there was no way for them to enter.

Discussion followed to get the Board's bearing on the site and where it was situated and the access that would be used. **Mr. Cunningham** was asked to come forward to assist to explain the set-up and the entrance and exit of the trucks.

Chairman Consiglio asked how many trucks a day Mr. Cunningham anticipated unloading in a day. Mr. Cunningham said the average would be six (6) but no more than ten (10). The Chairman then asked if the trucks will exit Wilson and head west to the expressway. Mr. Cunningham said yes. [Google maps was used to get a better view of the set-up.]

Cmr. Cruz-Velázquez expressed concerns for the condition of the street and the railroad crossing. It was established that it was owned by the railroad and that the trucks will not be crossing the tracks. Robert Hernandez, City Engineer, assisted with this conversation. He explained that the City is not allowed and that Union Pacific are the ones that come in to do the improvements. He said that [the City] submits a request and that they [the railroad] adds it to their maintenance to come back and do the installment.

Continuing with the conversation about the impact on the street from the heavy trucks, Mr. Hernandez stated that once they see the Site Plan, he will require a driveway apron so that it is connecting to the street and that it wouldn't be asphalt or existing conditions. He said the access will have to be created and paved within the circulation of whatever they will be doing inside. The Chairman acknowledged this information and said that there was more to come. Mr. Hernandez confirmed that they would as far as the improvements that are going to be done.

Cmr. Thoms asked about the site. Ms. Núñez explained that the portion in the yellow rectangle is what was submitted for their permit to TCQ and that it was what they are going to be using to go from rail to trailer. She further explained that the dashed line is the one hundred (100) foot buffer. Mr. Cunningham further clarified that there is a spur that ends there and that the trucks are actually going to line up along the spur. He clarified that this was not the trucks and that it was a single spur that was constructed and maintained for the purpose of transloading. He explained that it has a berm on either side and has containment that is required. He also said that it has a lime treated subgrade that is not your typical crushed stone. He said there is no dust there typically and that they are able to go slow through there on rainy days and not create a

bunch of mud puddles. He said it is very well maintained and said that it was one (1) of the better caliche slabs that they have anywhere.

Mr. Cunningham pointed out where all the traffic will be entering and stated that [the trucks] will not be crossing the rails at Commerce [Street] and Wilson [Road]. He also clarified that the yellow box the Commissioners were asking about represents the entire property. He further clarified coming in off the expressway at a low speed to make the turn.

Mr. Thomas said she wasn't as worried about the tracks as much but was worried that this is a congested area and that getting semis turning left into it and right out of it is her concern. She clarified that she wasn't saying that it couldn't be done though. Mr. Cunningham said that if it was more than what they are looking at, that this would be a concern for them also.

Chairman Consiglio confirmed that it would be about six (6) trucks for day. Mr. Flores reminded him that it was six (6) to ten (10).

Mr. Cruz-Velázquez asked about the hours of operation. Mr. Cunningham said it was 8:00 a.m. to 6:00 p.m. but that 5-6:00 p.m. is when operations stop and equipment is taken down.

Chairman Consiglio asked about the liquid being transloaded to have a better understanding. He asked if the ethanol was for cooking. Mr. Cunningham said it was food grade and that it was being transported to Mexico for [the production of] tequila.

Chairman Consiglio asked about the hours of operation. Mr. Cunningham said that the tankers will come in after 8:00 a.m. and be finished by 5-6:00 p.m. Mr. Cunningham also clarified that it was just continuous, saying it was about one (1) per hour.

Chairman Consiglio recalled that this operation had been operating in a different part of Harlingen for some time. He asked how long that had been. Mr. Cunningham said it was three (3) months. The Chairman asked if there had been any incidents. Mr. Cunningham said no. The Chairman then asked Mr. Cunningham if he would agree that this was a better location. Mr. Cunningham said this location was built for this operation. He said there have been other tenants at the site historically and that this is the preferred site for anybody in the industry.

Chairman Consiglio asked the staff if the SUP was forever or if there was a time limit. Ms. Núñez said that we can make them reapply or put the condition that they have to apply within the year of it being approved. Ms. Núñez also specified that there are certain requirements they have to meet through TCQ but that the Board could place the condition.

Chairman recalled that part of the issue had been TxDOT reporting that their trucks were overloaded and asked if that had been addressed now. Mr. Cunningham said that it was important to note that there are no three (3) axle trucks and only two (2) axle.

Mr. Cruz-Velázquez asked if their containment basin met the one hundred and ten (110%) or whatever the requirement was for the site. Mr. Cunningham said yes.

Cmr. Peña asked if it was cost prohibitive or not practical to make one (1) entrance in and one (1) out. Mr. Cunningham shared that the biggest issue is that the north side entrance is owned by a different company or individual but that this would be the optimum scenario to have an in and out. Mr. Cunningham added that it hasn't been offered by the switching company and that it also hasn't been sought after by Freedom Fuels. Cmr. Peña and Cmr. Cruz-Velázquez both said that it could be asked. Mr. Cunningham said they could be given the opportunity to say no.

Chairman Consiglio proceeded with the Public Hearing since Cmr. Flores had stepped out. The Public Hearing was opened. He asked anyone who would like to speak on this item to please approach the podium. Upon hearing and seeing none, the Public Hearing was closed.

Chairman Consiglio asked if there were any other questions for Staff of the applicant, Mr. Cunningham. The Chairman addressed Mr. Cunningham saying that he thought it was the general consensus to make sure we are preserving our roads the best we can with private enterprise coming in and not give the public headache on Commerce [Street] and Wilson [Road]. The Chairman said this was a big concern and said that he hoped Mr. Cunningham will work with City Staff. Cmr. Cruz-Velázquez added that he should explore the option to have an entrance and an exit, maybe in the future.

Chairman Consiglio regrouped, stated that the Public Hearing for the item was held. He asked if there was a motion. Cmr. Peña made the motion to approve, with all the conditions. Cmr. Thomas seconded the motion.

Cmr. Cruz-Velázquez indicated she had another question. She asked if there was a fire hydrant close to this location. The Chairman asked if water would be the way [to address a spill]. Mr. Cunningham said no and said it would be absorbed. Director Hernandez added that Fire Prevention did approve [the request] and they had no comments.

Ms. Núñez took this time to clarify if the motion to approve was with the condition that he renew within a year. The Chairman addressed that this is something they have done in the past and that the operation had actually acted out of compliance. He asked what the SUP fee was. Ms. Núñez said it was two hundred and fifty dollars (\$250). The Chairman continued and said that this was something they could do and then approve and that it could be perpetual then. The Chairman addressed Mr. Cunningham and Mr. Cunningham presented no objection. The Chairman said that he thought they should put a year on it to see how it operates and then if there are any issues, then they can reconsider.

Chairman Consiglio asked Cmr. Peña if he wanted to amend the motion with the condition including the one (1) year. Cmr. Peña made the motion to approve with the condition of one (1) year renewal.

Cmr. Thomas confirmed that she supported this and seconded the motion. The Chairman asked if there was any further discussion. Upon hearing none, the motion was moved to a vote. The motion passed unanimously.

**AGENDA ITEM
EXECUTIVE SUMMARY**

10(2)

Meeting Date: **March 18, 2026**

Agenda Item:

Consideration and possible action to approve an ordinance on first reading for a Special Use Permit ("SUP") to allow a recycling center, ferrous in a Light Industry ("LI") District located at 1318 North Commerce Street, bearing a legal description of 3.40 acres out of Block 1, Harlingen Land and Water Company Subdivision. Applicant: Nicole Ortiz. Attachment (**Planning & Development**)

Prepared By: **Ana Hernandez, AICP, CNU-A, CPM**
Title: **Planning and Development Director/
Special Projects Director**

Signature: *Ana Hernandez*

Brief Summary:

Project Timeline

- January 27, 2026 – Application for Special Use Permit ("SUP") submitted to the city. (**ATTACHMENT I**)
- February 19, 2026 – In accordance with State and local law, notice of required public hearings mailed to all property owners within 200 feet of subject tract.
- February 21, 2026 – In accordance with State and local law, notice of required public hearings published in the Valley Morning Star.
- March 10, 2026 - Public hearing and consideration of requested Special Use Permit by the Planning and Zoning Commission (P&Z).
- March 18, 2026 – Public hearing and consideration of requested SUP via 1st ordinance reading scheduled before the City Commission.
- April 01, 2026 – Pending approval of 1st ordinance reading, consideration of approval of 2nd ordinance reading scheduled before the City Commission.

Summary

- Pursuant to Section 111-62 of the City of Harlingen Code of Ordinances, a recycling center in a Light Industry ("LI") District requires the approval of a Special Use Permit by the City Commission.
- The applicant wishes to open a recycling center, ferrous on a property that consists of 3.40 acres. The site has in the past been used as a recycling center. On June 01, 2011, the City Commission approved a Specific Use Permit (SUP) for a recycling center, ferrous on the subject property. On May 03, 2017, the City Commission approved an SUP for a recycling center at this same location for Nicole Ortiz as the applicant, but the business operated only briefly. Nicole Ortiz, applicant and property owner, would like to re-start the business again and is requesting a Special Use Permit (SUP) to operate a recycling center as the business owner at 1318 N. Commerce Street. The proposed recycling center will operate under the name, "Capital City Recycling". The applicant will need to provide landscaping as well as a paved parking area for employees and customers. The applicant proposes constructing around the perimeter of the property an 8-foot metal fence which will help to screen the activities of the proposed use. The recycling location will be a purchasing/receiving facility to

include metals such as aluminum, bronze, copper, and iron. The material will be boxed, (not piled) and shipped to a facility in Brownsville, Tx for eventual worldwide distribution through sales of the product. The proposed hours of operation will be Monday through Friday from 8 AM to 5:30 PM and Saturday from 8 AM to 2 PM. It will be closed on Sunday. **(ATTACHMENT II, III, IV)**.

- Surrounding properties are zoned Light Industry ("LI") District in all directions. Surrounding land uses include JA's Autor Repair, Anita Beauty & Spa, Sleepwalkers Bar, Texas Cafe, Union Pacific and Missouri Pacific Railroads, and other commercial/industrial businesses, as well as vacant commercial buildings. **(ATTACHMENTS V, and VI)**
- The Future Land Use Plan (FLUP) component of the Harlingen Horizon – A City on the Rise Comprehensive Plan designates this area for mixed-use development. While the request is not consistent with the land use designation, it is compatible with surrounding land uses.
- The City of Harlingen Building Inspections Division, Fire Prevention Bureau, 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-X)**.
- The applicant must obtain and maintain the proper State and City permits.
- At present, staff have not received any phone calls, letters or e-mails with concerns regarding this business. Staff had sent out twenty (20) legal notices to surrounding property owners. **(ATTACHMENT V)**
- 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 an SUP is compatible and complementary to adjacent properties.

Funding (if applicable):

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

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

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

Staff Recommendation:

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

1. Obtaining and maintaining the proper State and City permits.
2. Providing video surveillance with a minimum 30-day retention.
3. Complying with the requirements administered by Planning and Zoning, Building Inspections, Fire Prevention, and Police Departments.
4. Days and hours of operation are Monday through Friday, 8 AM to 5:30 PM and Saturday, 8 AM to 2 PM.
5. Complying with screening, fencing, and enhanced landscaping

requirements.

6. Enhanced landscaping to be shown on the landscaping plan submitted for review and approval by Planning Department staff.
7. Height of waste pile for the recycling center shall be limited to the top of the metal fence.

City Manager's approval:

☒

Yes

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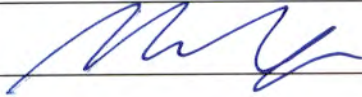
No

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N/A

Comments:

City Attorney's approval:

☒

Yes

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No

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N/A

Attachment I

CITY OF HARLINGEN PLANNING DEPARTMENT
Capital City Recycling

1318 N. Commerce

3.402 Harlingen Land & Water Co

LI

Nicole Ortiz

956-655-1119

capitalrgva@gmail.com

901 S. Williams Rd

San Benito

TX

78586

Javier Arteaga

956-119-2931

Email Address: #119-2931

Art. javier@himiw.com

701 N. International

Hidalgo

TX

78557

Select appropriate process for which applicant

1. Recycle

2. Landfill

3. Incineration

4. Other

5. None of the above

6. Other

7. Other

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261. Other

262. Other

263. Other

264. Other

265. Other

266. Other

267. Other

268. Other

269. Other

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283. Other

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287. Other

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289. Other

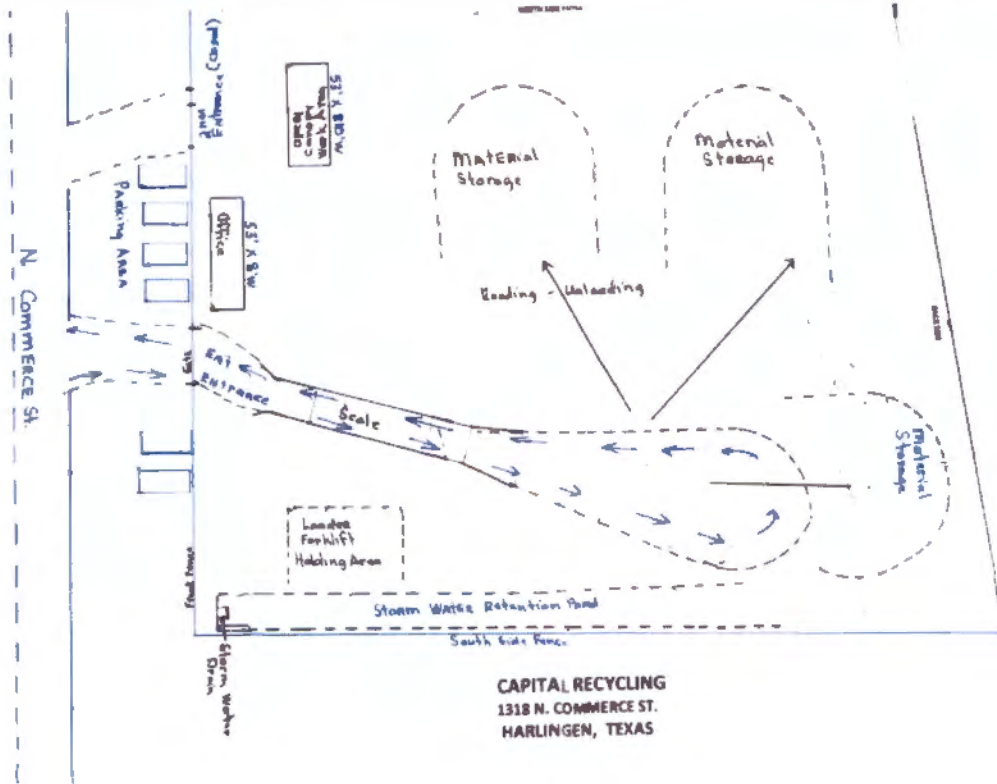
290. Other

291. Other

292. Other

293. Other</

Attachment II



Street View

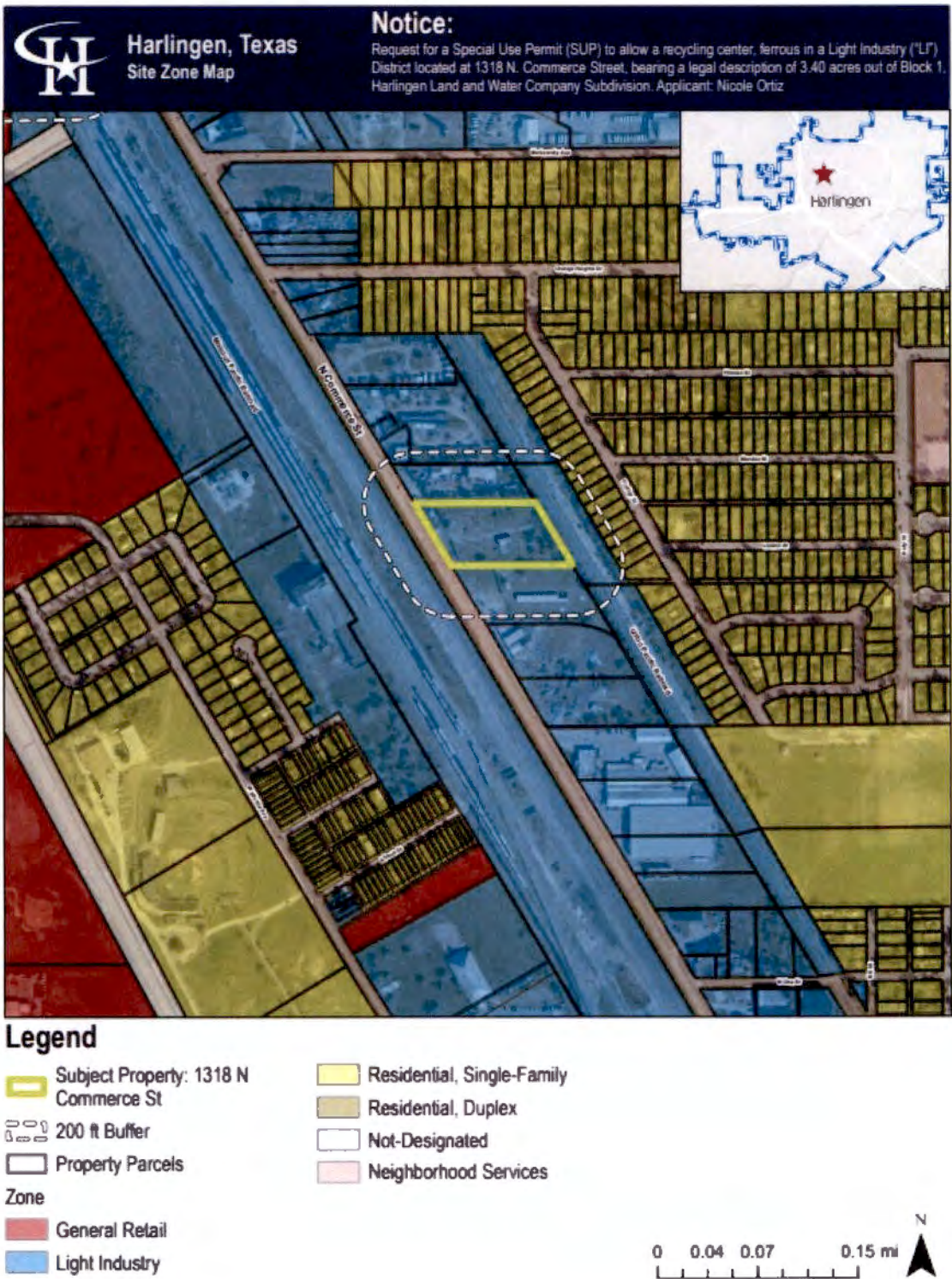


Attachment IV

Street View from North Commerce Street



Attachment V



Attachment VI



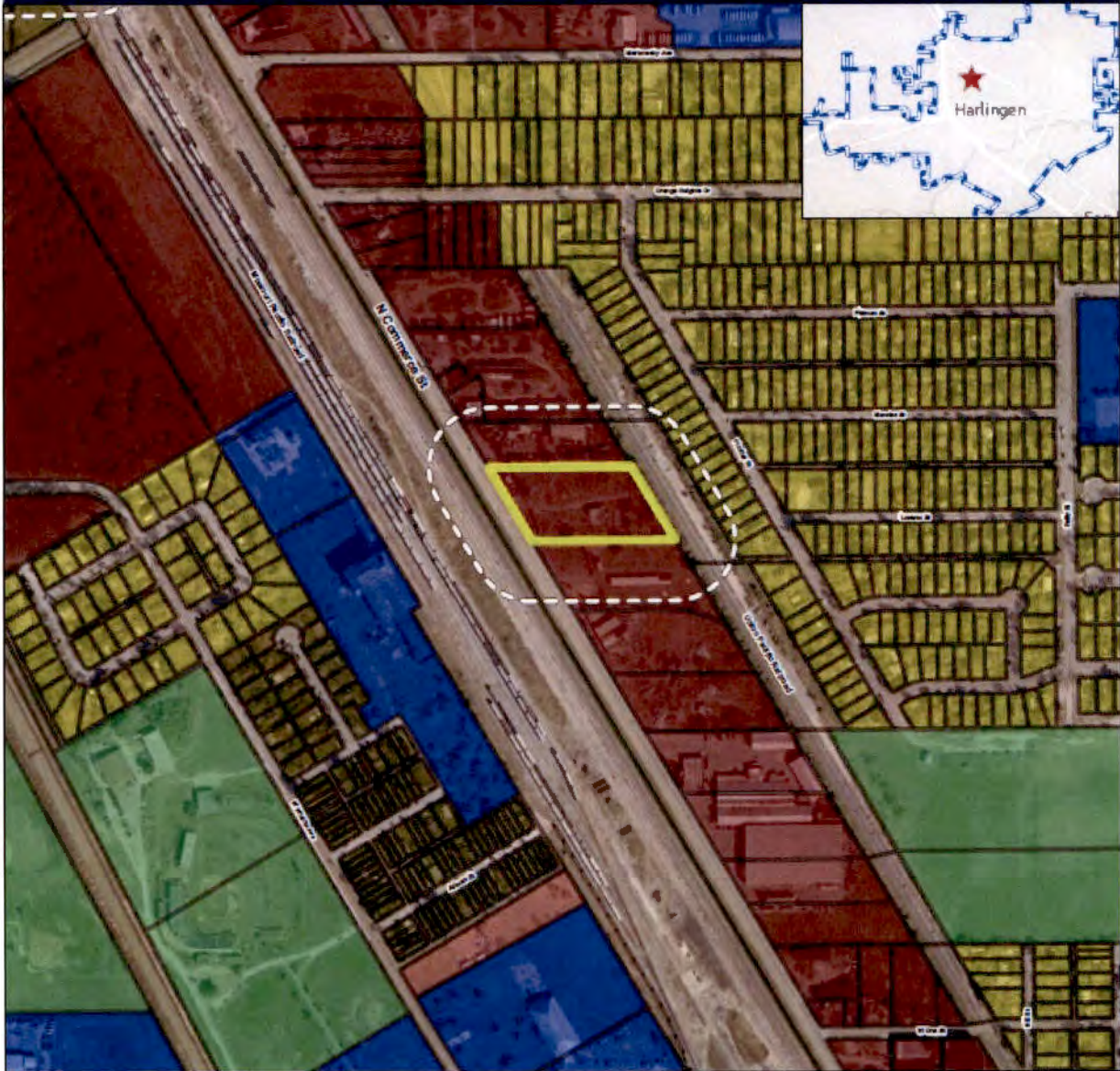
Attachment VII



Harlingen, Texas Site Future Land Use Map

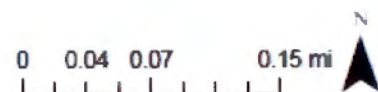
Notice:

Request for a Special Use Permit (SUP) to allow a recycling center, ferrous in a Light Industry ("LI") District located at 1318 N. Commerce Street, bearing a legal description of 3.40 acres out of Block 1, Harlingen Land and Water Company Subdivision. Applicant: Nicole Ortiz



Legend

- | | |
|--------------------------------------|----------------------------|
| Subject Property: 1318 N Commerce St | Institutional |
| 200 ft Buffer | Lower Density Residential |
| Property Parcels | Medium Density Residential |
| Future Land Use Designation | Recreational/Open Space |
| Retail | |
| Mixed Use | |



Attachment VIII



Specific Use Permit ("SUP") Routing Slip

Applicant: Nicole Ortiz

Phone No.: (956) 655-1117

Location: 1318 North Commerce Street

Project Description: Request for a Special Use Permit (SUP) to allow a recycling center, ferrous in a Light Industry ("LI") District located at 1318 North Commerce Street, bearing a legal description of 3.40 acres out of Block 1, Harlingen Land and Water Company 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: February 10, 2026

Attachment IX



Special Use Permit ("SUP") Routing Slip

Applicant: Nicole Ortiz

Phone No.: (956) 655-1117

Location: 1318 North commerce Street

Project Description: Request for a Special Use Permit (SUP) to allow a recycling center, ferrous in a Light Industry ("LI") District located at 1318 North Commerce Street, bearing a legal description of 3.40 acres out of Block 1, Harlingen Land and Water Company Subdivision.

Department: Building Permits and Inspections Department

Approval: ☐ YES ☐ NO ☒ PENDING

Comments:

If request is approved by the Planning Department, A Building Permit application and complete set of construction documents for the proposed use must be submitted to the Building Department. The construction documents must comply with the 2024 International Building Code and Family of Codes.

Raul Rodriguez

Signature

02/16/2026

Date

Attachment X



Special Use Permit ("SUP") Routing Slip

Applicant: Nicole Ortiz

Phone No.: (956) 655-1117

Location: 1318 North commerce Street

Project Description: Request for a Special Use Permit (SUP) to allow a recycling center, ferrous in a Light Industry ("LI") District located at 1318 North Commerce Street, bearing a legal description of 3.40 acres out of Block 1, Harlingen Land and Water Company Subdivision.

Department: HARLINGEN POLICE DEPT.

Approval: ✓ YES NO

Comments: RECOMMEND CAMERAS



Alfredo Alvear, BSCJ, CPM
Chief of Police

2/17/26

DATE

ORDINANCE NO. 26-_____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES (ORDINANCE NO. 16-8) OF THE CITY OF HARLINGEN: TO ISSUE A SPECIAL USE PERMIT (SUP) TO NICOLE ORTIZ TO ALLOW A RECYCLING CENTER IN A LIGHT INDUSTRY ("LI") DISTRICT LOCATED AT 1318 NORTH COMMERCE STREET, BEARING A LEGAL DESCRIPTION OF 3.40 ACRES OUT OF BLOCK 1, HARLINGEN LAND AND WATER COMPANY SUBDIVISION.

WHEREAS, the Planning and Zoning Commission of the City of Harlingen pursuant to Harlingen's Zoning Ordinance procedure, has recommended a Specific Use Permit (SUP) 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 SUP 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 issued an SUP as indicated in Exhibits "A" and "B".

Special Use Permit (SUP) to Nicole Ortiz to allow a recycling center, ferrous in a Light Industry ("LI") District located at 1318 N. Commerce Street, bearing a legal description of 3.40 acres out of Block 1, Harlingen Land and Water Company Subdivision.

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

The Special Use Permit is made contingent upon construction being complied in accordance with the site plan, a true and correct copy of which is attached hereto and incorporated herein by reference as Exhibits "A" and "B" shall comply with the conditions as listed below:

1. Obtaining and maintaining the proper State and City permits; and,
2. Providing video surveillance with a minimum 30-day retention; and,
3. Complying with the requirements administered by Planning and Zoning, Building Inspections, Fire Prevention, Health, and Police Departments.
4. Days and hours of operation are Monday through Friday, 8 AM to 5:30 PM and Saturday, 8 AM to 2 PM.
5. Complying with screening, fencing, and enhanced landscaping requirements.
6. Enhanced landscaping to be shown on the landscaping plan submitted for review and approval by Planning Department staff.
7. Height of waste pile for the recycling center shall be limited to the top of the metal fence.

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 _____, 2026 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:

Mayra Herrera, City Secretary

EXHIBIT "A"

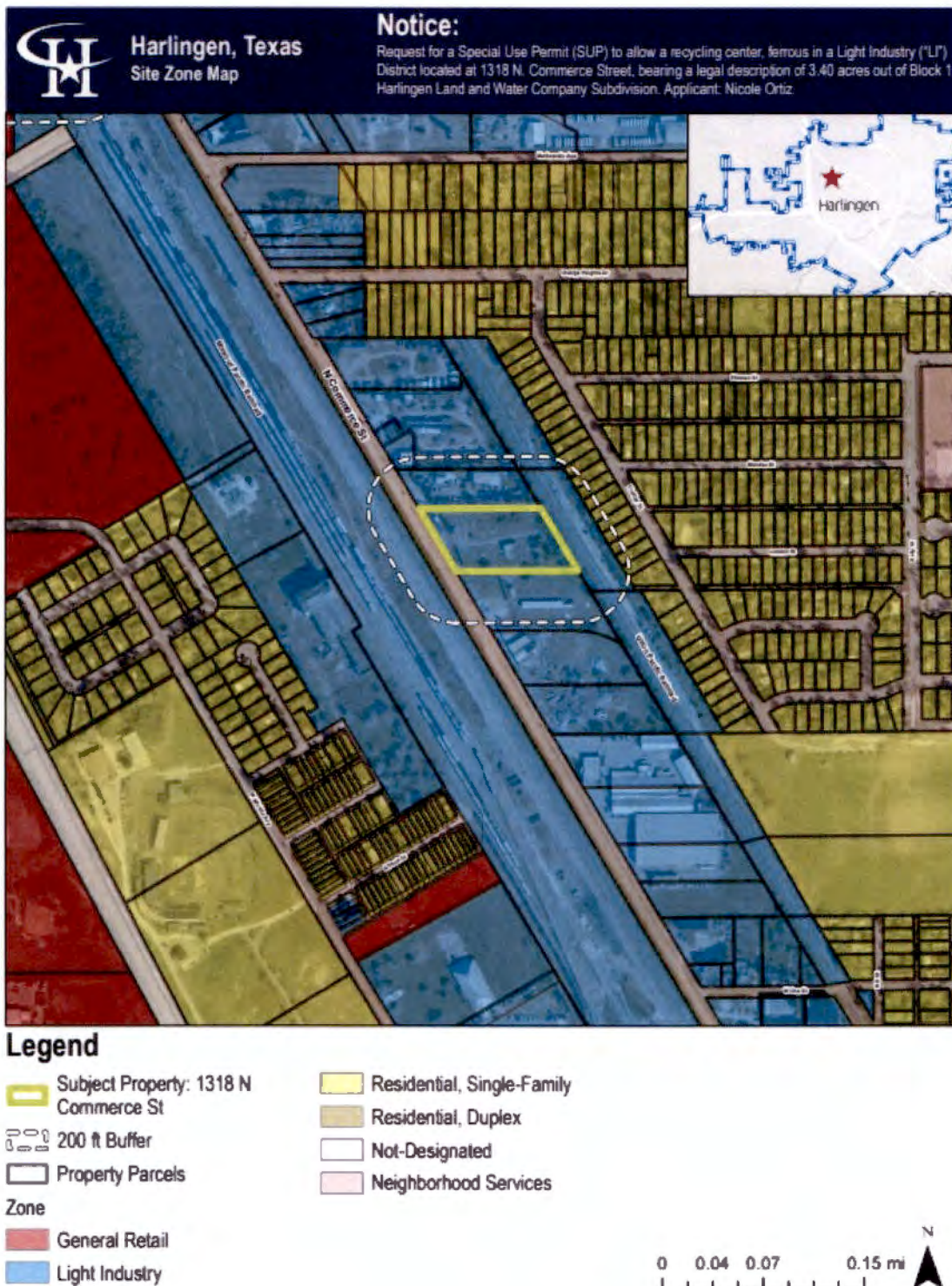
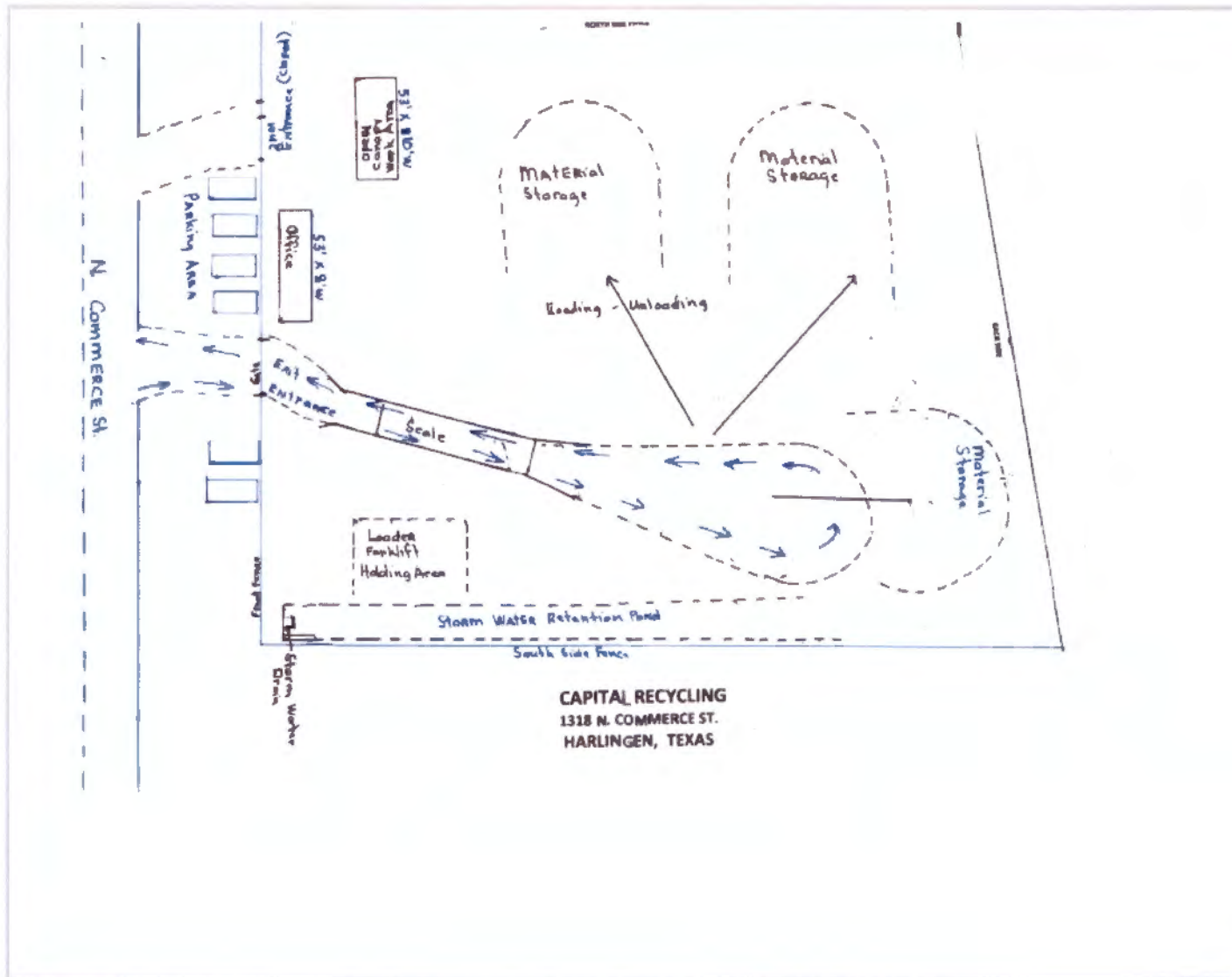


EXHIBIT "B"



**AGENDA ITEM
EXECUTIVE SUMMARY**

10(b)

Meeting Date: **March 18, 2026**

Agenda Item:

Consideration and possible action to approve an ordinance on first reading for a rezoning request from Not Designated ("N") District to General Retail ("GR") District located at 33470 FM 509, bearing a legal description of 1.75 acres out of Block 167, San Benito Land and Water Subdivision. Applicant: Raul Viramontes. Attachment (**Planning & Development**)

Prepared By: Ana Hernandez, AICP, CNU-A

Title: Planning and Development Director

Signature: *Ana Hernandez*

Brief Summary:

Project Timeline

- January 29, 2026 – Application for rezoning submitted to the City.
(ATTACHMENT I)
- February 19, 2026 – In accordance with State and local law, notice of the required public hearing was mailed to all property owners within a 200 feet radius of subject tract.
- February 21, 2026 – In accordance with State and local law, notice of the required public hearing was published in the Valley Morning Star.
- March 10, 2026 - Public hearing and consideration of the requested rezoning by the Planning and Zoning Commission (P&Z).
- March 18, 2026 – Public hearing and consideration of requested rezoning via 1st ordinance reading scheduled before the City Commission.
- April 01, 2026 – Pending approval of 1st ordinance reading, consideration of approval of 2nd ordinance reading scheduled before the City Commission.

Summary

- The applicant is requesting to rezone the subject property from Not Designated ("N") District to General Retail ("GR") District to allow for commercial use.
(ATTACHMENT I, III).
- The subject property is located along the west side of FM 509, south of FM 800 and is part of a larger tract. The subject property is vacant and has 69.62 feet of frontage on FM 509 and a depth of approximately 1,093 feet and comprises 1.75 acres. **(ATTACHMENT III, IV, VI).**
- Adjacent zoning is Not Designated ("N") District to the north and south, and properties to the east and west are outside of the city limits of Harlingen.
(ATTACHMENT III) Surrounding land uses include The Family Tires & More, The Family Road Service, single family residential, and vacant land. **(ATTACHMENT IV)**

- The Future Land Use Plan component of the City of Harlingen's Harlingen Horizon – A City on the Rise Comprehensive Plan shows this area as Low-Density Residential. Low-Density Residential is comparable to single family residential zoning. The request is not consistent with the land use plan designation for the area however, South FM 509 is a commercial corridor which links area cities to the international Free Trade Bridge at Los Indios. **(ATTACHMENT V)**.
- At the time of this writing, Staff has not received any phone calls, letters, or e-mails in opposition to the rezoning request, furthermore, Staff mailed out ten notices to surrounding property owners.

Funding (if applicable):

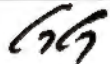
Are funds specifically designated in the current budget for the full ☐ Yes ☐ No*

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

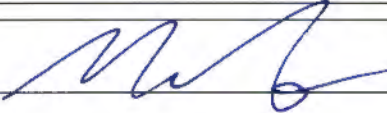
Finance Director's approval: ☐ Yes ☐ No ☐ N/A

Staff Recommendation:

Staff recommends approval of the rezoning request since the property fronts an international trade route.

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

Comments:

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

ATTACHMENT I - Application

CITY OF HARLINGEN PLANNING AND DEVELOPMENT DEPARTMENT MASTER APPLICATION

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address 33470 FM 509 Nearest Intersection Landrum Park Rd (675)
(Proposed) Subdivision Name San Benito Land and Water Company Subdivision Lot Block 167
Existing Zoning Designation N Future Land Use Plan Designation _____

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent Raul Viramontes Phone (424)328-8026 FAX _____
Email Address (for project correspondence only): raulviramontes1@gmail.com
Mailing Address 32590 FM 1577 City San Benito State Tx Zip 78586
Property Owner Raul Viramontes / Kassandra Lopez Phone (424)328-8026 FAX _____
Email Address (for project correspondence only): raulviramontes1@gmail.com
Mailing Address 32590 FM 1577 City San Benito State Tx Zip 78586

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> |
| ☒ <u>RE-ZONING REQUEST</u> <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:

Rental of Spaces / Stalls and storage / Parking
Move to GR

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: Raul Viramontes Date: 1/29/20
Property Owner(s) Signature: Raul Viramontes Date: 1/29/20
Accepted by: _____ Date: _____

ATTACHMENT I - Application

RE-ZONING REQUEST SUBMITTAL CHECKLIST

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

Complete

A metes and bounds description or survey plat of the tract(s) in which the re-zoning is requested.

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

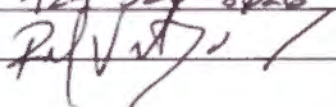
Any other information (elevation drawings, pictures, etc.) in support of the subject request.

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

Owner: R. J. / Viramontes T / Rosandra L. P. Date 1/29/20

Owner Address: 32590 FM 1577 San Benito, TX

Phone/Fax: 429-328-8026

Signature:  

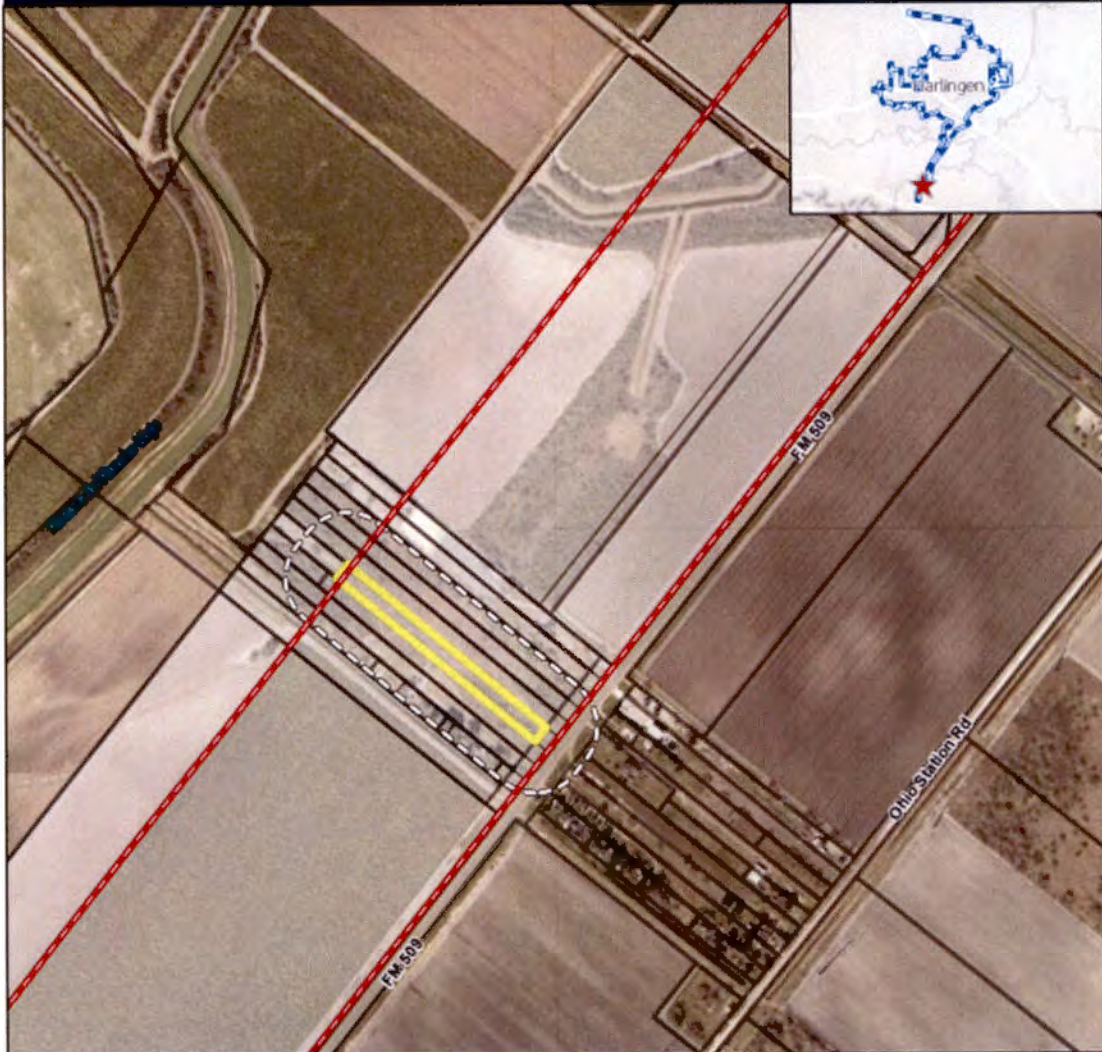
ATTACHMENT III – Legal Notice Map



Harlingen, Texas
Site Zone Map

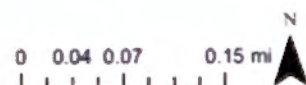
Notice:

Request to rezone from Not Designated ("N") District to General Retail ("GR") District located at 33470 FM 509, bearing a legal description of 1.75 acres out of Block 167, San Benito Land and Water Company Subdivision. Applicant: Raul Viramontes

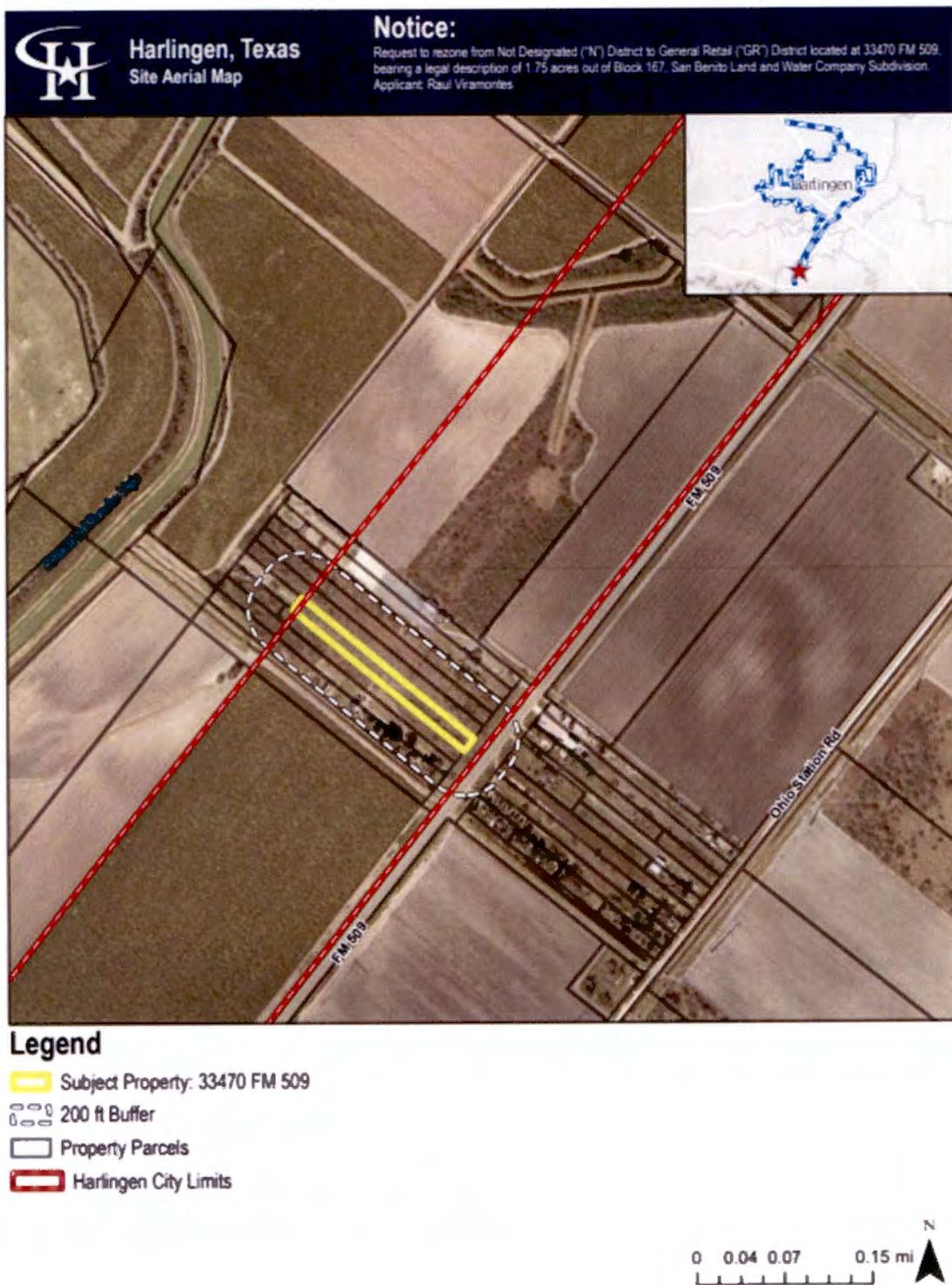


Legend

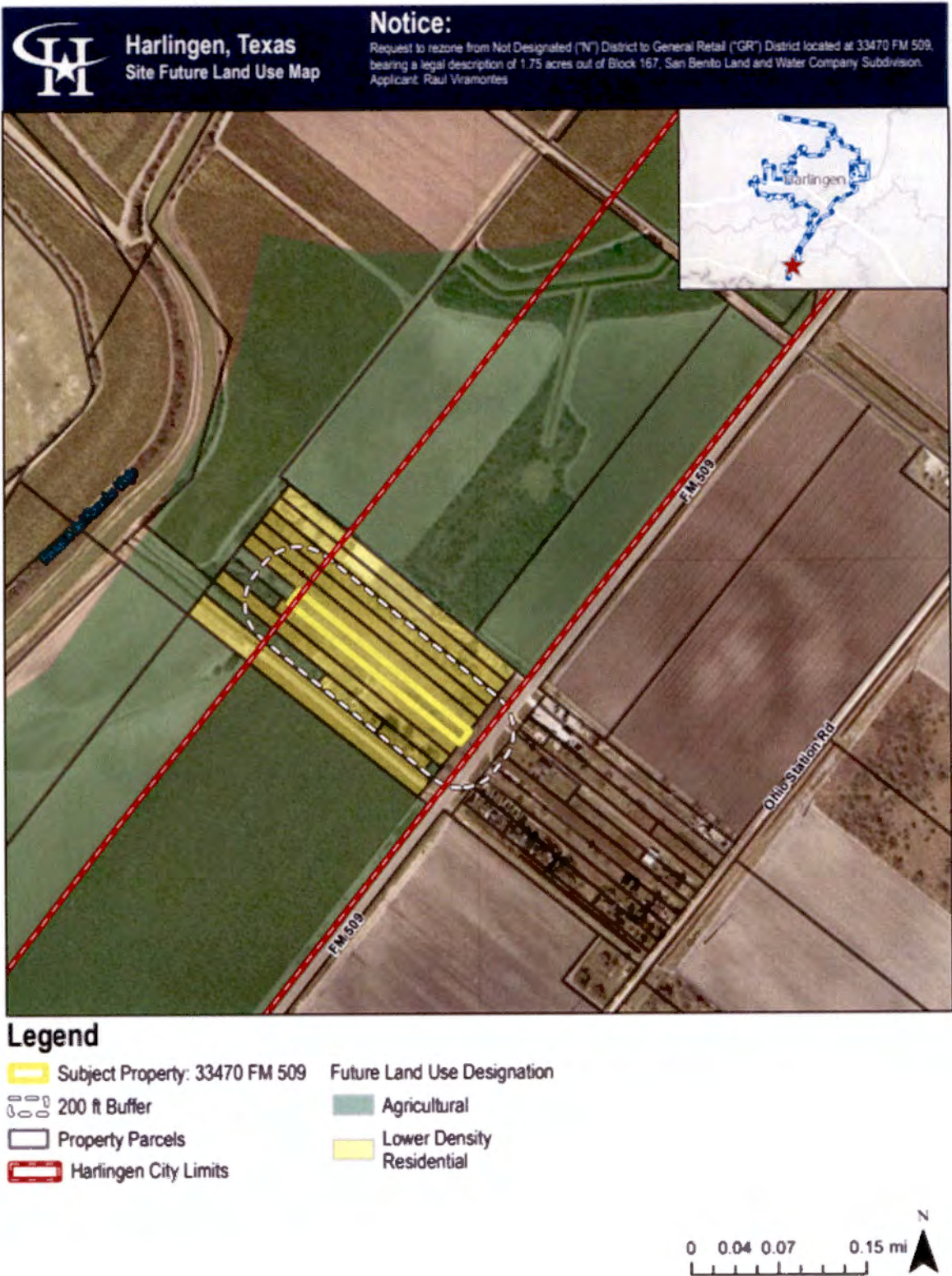
- | | |
|--------------------------------|----------------|
| Subject Property: 33470 FM 509 | Zone |
| 200 ft Buffer | Not-Designated |
| Property Parcels | |
| Harlingen City Limits | |



ATTACHMENT IV – Aerial



ATTACHMENT V – Future Land Use Map



ATTACHMENT VI – Street View

View from FM 509



ORDINANCE NO. 26-

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF HARLINGEN: REZONING FROM NOT DESIGNATED ("N") DISTRICT TO GENERAL RETAIL ("GR") DISTRICT, LOCATED AT 33470 FM 509, BEARING A LEGAL DESCRIPTION OF 1.75 ACRES OUT OF BLOCK 167, SAN BENITO LAND AND WATER COMPANY SUBDIVISION.

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

BE IT ORDAINED BY THE CITY OF HARLINGEN

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

Rezoning from Not Designated ("N") District to General Retail ("GR") District located at 33470 FM 509, bearing a legal description of 1.75 acres out of Block 167, San Benito Land and Water Company Subdivision 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 _____, 2026 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:

Mayra Herrera, City Secretary

Exhibit "A"



**AGENDA ITEM
EXECUTIVE SUMMARY**

10/20

Meeting Date: **March 18, 2026**

Agenda Item:

Consideration and possible action to approve an ordinance on first reading for a Special Use Permit (SUP) to allow an event center with alcohol in a General Retail ("GR") District located at 350 N. Loop 499, bearing a legal description of 2.72 acres out of 21.7986 acres out of Block 67, Harlingen Land and Water Company Subdivision. Applicant: Eduardo Pena. Attachment (**Planning & Development**)

Prepared By: Ana Hernandez, AICP, CNU-A, CPM

Title: Planning and Development Director/
Special Projects Director

Signature: *Ana Hernandez*

Brief Summary:

Project Timeline

- January 23, 2026 – Application for Special Use Permit (SUP) submitted to the City. (**ATTACHMENT I and II**)
- February 19, 2026 – In accordance with State and local law, notice of required public hearings mailed to all property owners within 200 feet of subject tract.
- February 21, 2026 – In accordance with State and local law, notice of required public hearings published in the Valley Morning Star.
- March 10, 2026– Public hearing and consideration of requested Special Use Permit by the Planning and Zoning Commission.
- March 18, 2026 – Public hearing and consideration of requested Special Use Permit via 1st ordinance reading scheduled before the City Commission.
- April 1, 2026 – Pending approval of 1st ordinance reading, consideration of approval of 2nd ordinance reading scheduled before the City Commission.

Summary

- Per the Code of Ordinances, an event center with alcohol requires the approval of a special use permit by the City Commission.
- Eduardo Peña, the applicant and property owner, is requesting a Special Use Permit to allow an event center with alcohol consumption out of a proposed two story 11,500 sq. ft. building located at 350 N. Loop 499. (**ATTACHMENT III**)
- The subject property is currently vacant and in the subdivision process under the name of Cielo 22 Subdivision for a proposed two lot development. The property has 381.28 feet of frontage on Loop 499 and a depth of 311.03 at its longest point.
- According to the site plan and the information submitted, the applicant is proposing a two story 11,500 sq. ft. event center for weddings, recitals and sweet sixteen events etc., under the name of "Cesars Event Center." The first floor will consist of the event center, and the second floor of the building will be the utility room. The proposed event center will be located on the north 200 ft. of the subject property. The hours of operation for the office and event center will be Monday through Sunday, from 8:00 a.m. through 2:00 p.m. Based on the seating of the proposed for the event center, 94 parking spaces are required, and 98 parking spaces are provided. (**ATTACHMENT IV AND VII**)
- Surrounding properties are zoned General Retail ("GR") District in all directions.

Surrounding land uses consist of vacant land to the north, Cardenas BMW to the south, vacant land in agriculture use to the east, and vacant land in agriculture use to the west. **(ATTACHMENT III and VII)**

- The Future Land Use Plan component of the Harlingen Horizon – A City on the Rise Comprehensive Plan shows this area as retail use. The request is consistent with the Future Land Use Plan. **(ATTACHMENT VIII)**
- The Building Inspections, Fire Prevention Bureau, Health, and Police Departments have reviewed the application and have reported no objection to the requested Special Use Permit subject to complying with all applicable codes and regulations. The Police Department reported no objection with the condition that the Police Department may conduct an inspection of the building when completed to confirm installation of cameras and other security measures. **(ATTACHMENT IX-XII)**
- In accordance with the Zoning Chapter of the Code of Ordinances, the P&Z Commission and City Commission may impose requirements and conditions of approval as are needed to ensure that a use requested by a SUP is compatible and complementary to adjacent properties.
- To present, the Planning and Development Department has not received any calls in opposition to the requested special use permit.

Funding (if applicable):

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

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

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

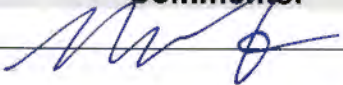
Staff Recommendation:

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

1. Must obtain and maintain the proper State and City permits
2. Provide a licensed security guard if alcohol is served;
3. Provide video surveillance with a minimum retention period of thirty (30) days;
4. Must provide and maintain the required parking spaces in accordance with City regulations;
5. Hours of operation for the establishment shall be from Monday through Sunday, from 8:00 a.m. to 2:00 a.m.; and
6. Complying with the requirements administered by Planning and Zoning, Building Inspections, Fire Prevention, Health, 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 N Loop 494 Nearest Intersection E Harrison Ave
 (Proposed) Subdivision Name Cielo 22 Subdivision Lot 0000 Block 067
 Existing Zoning Designation _____ Future Land Use Plan Designation _____

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent South Texas Dev & Construction Phone (956) 237-6483 FAX —
 Email Address (for project correspondence only): diego@southtexasdnc.com
 Mailing Address 101 E. Expressway 83 St. 220 City McAllen State Tx Zip 78501
 Property Owner Eduardo Pena Phone (956) 309-7737 FAX —
 Email Address (for project correspondence only): eddpna012@gmail.com
 Mailing Address 2002 S. Angelina Marie Dr City Pharr State Tx Zip 78577

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: Event Center (Weddings, recitals, sweet sixteen, etc...)

I hereby certify that I am the owner and 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: 01/21/26

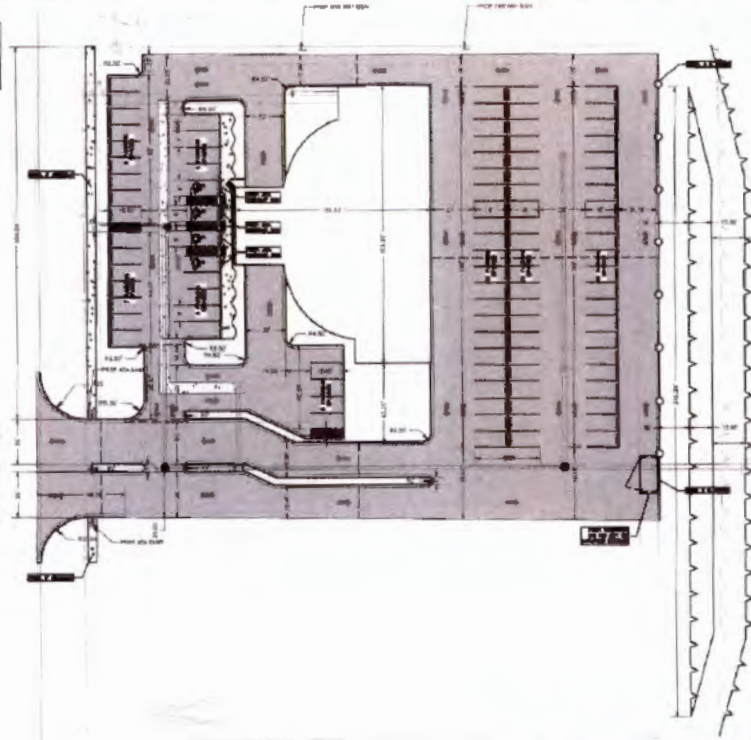
Property Owner's Signature: _____ Date: 01/21/2026

Accepted by: _____ Date: _____

ATTACHMENT IV

PARKING SUMMARY
 46 STANDARD PARKING
 4 HANDICAP PARKING
TOTAL PARKING COUNT
 50 PARKING SPACES

N. LOOP 499



SUPREME
 ENGINEERING
 1000 N. LOOP WEST
 SUITE 100
 DALLAS, TEXAS 75207
 (214) 760-1000
 www.supreme-engineering.com



PROJECT NO. 1509-01
 SHEET NO. 1509-01-01
 DATE 01/15/2016

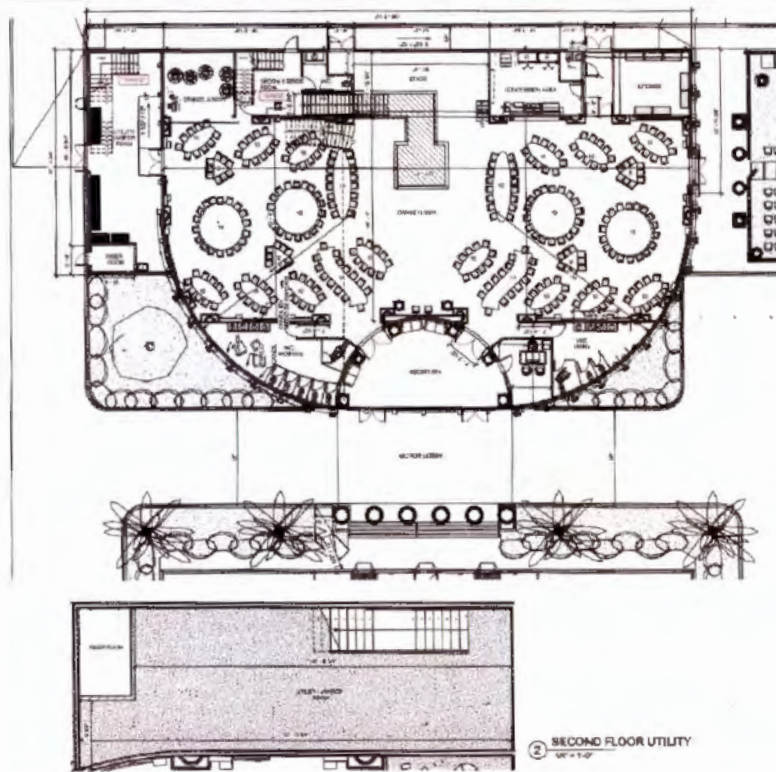
NO.	REVISION	DATE
1	ISSUED FOR PERMIT	01/15/2016
2	FOR CONSTRUCTION	01/15/2016

1509-01 TEXAS DEVELOPMENT & CONSTRUCTION
 1509-01 TEXAS DEVELOPMENT & CONSTRUCTION
 1509-01 TEXAS DEVELOPMENT & CONSTRUCTION
CAESARS EVENT CENTER
 DIMENSION PLAN

C4.0

Revised
 01/15/2016 10:30:27 AM

Received
 01/15/2016 10:30:27 AM



2 SECOND FLOOR UTILITY
 10' x 10'

FLOOR PLAN GENERAL NOTES

1. ALL DIMENSIONS ARE IN FEET AND INCHES. DIMENSIONS ARE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
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20. ALL DIMENSIONS ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.

FLOOR PLAN KEY NOTES

1. ALL DIMENSIONS ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
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Revised
 01/15/2016 10:30:27 AM

NO.	REVISION	DATE
1	ISSUED FOR PERMIT	01/15/2016
2	FOR CONSTRUCTION	01/15/2016

NO.	REVISION	DATE
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2	FOR CONSTRUCTION	01/15/2016

NO.	REVISION	DATE
1	ISSUED FOR PERMIT	01/15/2016
2	FOR CONSTRUCTION	01/15/2016

CAESARS EVENT CENTER
 ED PENA
 1509-01 TEXAS DEVELOPMENT & CONSTRUCTION
 1509-01 TEXAS DEVELOPMENT & CONSTRUCTION
 1509-01 TEXAS DEVELOPMENT & CONSTRUCTION

NO.	REVISION	DATE
1	ISSUED FOR PERMIT	01/15/2016
2	FOR CONSTRUCTION	01/15/2016

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 As Shown

ATTACHMENT V



ATTACHMENT VI

View from the
East on Loop 499



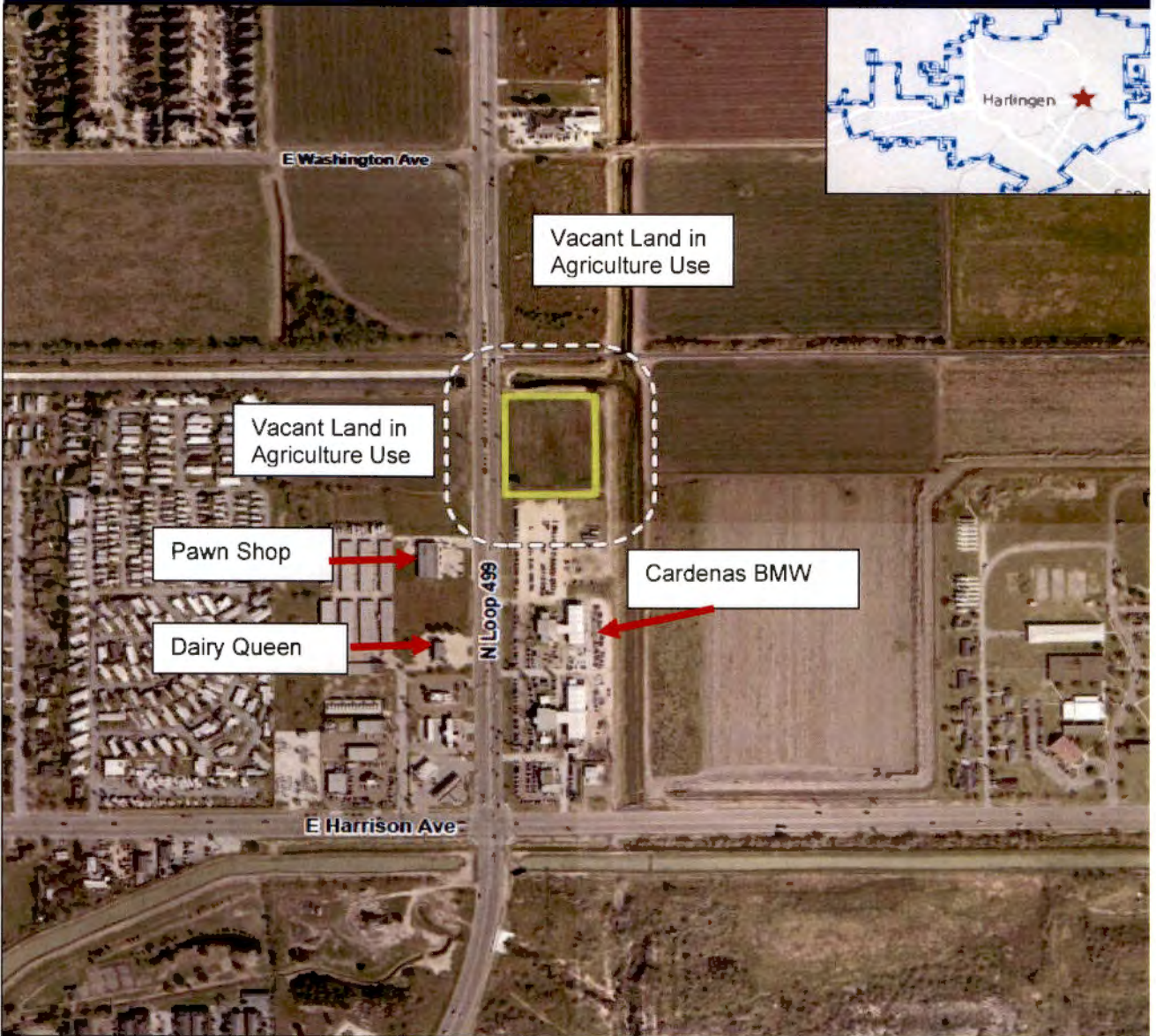
ATTACHMENT VII



Harlingen, Texas Site Aerial Map

Notice:

Request for a Special Use Permit (SUP) to allow an event center with alcohol in a General Retail ("GR") District located at 350 N. Loop 499, bearing a legal description 2.72 acres out of 21.7986 acres out of Block 67, Harlingen Land and Water Company Subdivision.
Applicant: Eduardo Peña

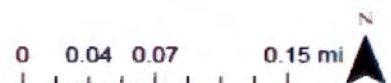


Legend

 Subject Property: 350 N Loop 499

 200 ft Buffer

 Property Parcels



ATTACHMENT VIII



Harlingen, Texas Site Future Land Use Map

Notice:

Request for a Special Use Permit (SUP) to allow an event center with alcohol in a General Retail ("GR") District located at 350 N. Loop 499, bearing a legal description 2.72 acres out of 21.7906 acres out of Block 67, Harlingen Land and Water Company Subdivision.
Applicant: Eduardo Peltre



Legend

- | | |
|----------------------------------|----------------------------|
| Subject Property: 350 N Loop 499 | Employment |
| 200 ft Buffer | Institutional |
| Property Parcels | Lower Density Residential |
| Future Land Use Designation | Medium Density Residential |
| Retail | Higher Density Residential |
| Mixed Use | Recreational/Open Space |



**Planned Development (PD) Request Routing Slip****Applicant:** Eduardo Pena**Phone No.:** (956)309-6483**Location:** 350 N. Loop 499 (PID: 72446)**Project Description:** Request for a special use permit to allow an event center (alcohol permitted)**Department:** Building Permits and Inspections Department**Approval:** ☐ YES ☐ NO ☒ PENDING**Comments:**

If request is approved by the Planning Department, A plan review will be required. A Building Permit application, a code analysis, a site plan, existing floor plan and proposed floor plan with dimensions to scale identifying all areas to be used to calculate occupant load, determine required plumbing fixtures and means of egress for the proposed use must be submitted to the Building Department. The construction documents must comply with the 2024 International Building Code and Family of Codes.

Raul Rodriguez

Signature

02/16/2026

Date



Specific Use Permit ("SUP") Routing Slip

Applicant: Eduardo Pena

Phone No.: (956) 309-6483

Location: 350 N Loop 499 (PID: 72446)

Project Description: Request for a Special Use Permit (SUP) to allow an event center (alcohol permitted).

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: February 19, 2026

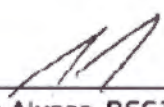
**Planned Development (PD) Request Routing Slip****Applicant:** Eduardo Pena**Phone No.:** (956)309-6483**Location:** 350 N. Loop 499 (PID: 72446)**Project Description:** Request for a special use permit to allow an event center (alcohol permitted)**Department:** Health**Approval:** ☒ YES ☐ NO

Comments: Eduardo Pena, Event Center, located on N. Loop 499 , will not need any health permits, if they are not preparing or selling any foods at this location. TABC will need to be contacted for the permitting of alcohol on the premises. If Event Center decides to sell foods at a later date , then health permits will be required, including proper cooking equipment, hood oven systems and certifications.

James Padilla _____**3-3-26****Signature****Date**

**Planned Development (PD) Request Routing Slip****Applicant:** Eduardo Pena**Phone No.:** (956)309-6483**Location:** 350 N. Loop 499 (PID: 72446)**Project Description:** Request for a special use permit to allow an event center (alcohol permitted)**Department:** **HARLINGEN POLICE DEPT.****Approval:** ☒ YES ☐ NO

Comments: YES, ON CONDITION THAT POLICE DEPARTMENT
MAY CONDUCT AN INSPECTION OF BUILDING
WHEN COMPLETED TO CONFIRM INSTALLATION
OF CAMERAS AND OTHER SECURITY MEASURES.


Alfredo Alvear, BSCJ, CPM
Chief of Police

2/17/26
Date

ORDINANCE NO. 26-

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF HARLINGEN: A SPECIAL USE PERMIT ISSUED TO EDUARDO PENA TO ALLOW AN EVENT CENTER WITH ALCOHOL IN A GENERAL RETAIL ("GR") DISTRICT LOCATED AT 350 N. LOOP 499, BEARING A LEGAL DESCRIPTION OF 2.72 ACRES OUT OF 21.7986 ACRES OUT OF BLOCK 67, HARLINGEN LAND AND WATER COMPANY SUBDIVISION, PROVIDING FOR PUBLICATION AND ORDAINING OTHER MATTERS RELATED TO THE FOREGOING.

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

BE IT ORDAINED BY THE CITY OF HARLINGEN

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

Special Use Permit (SUP) issued to Eduardo Pena to allow an event center with alcohol in a General Retail ("GR") District located at 350 N. Loop 499, bearing a legal description of 2.72 acres out of 21.7986 acres out of Block 67, Harlingen Land and Water Company Subdivision.

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

The Special Use Permit is made contingent upon construction being complied in accordance with the site plan, a true and correct copy of which is attached hereto and incorporated herein by reference as Exhibit "A" and shall comply with the conditions as listed below:

1. Must obtain and maintain the proper State and City permits
2. Provide a licensed security guard if alcohol is served;
3. Provide video surveillance with a minimum retention period of thirty (30) days;
4. Must provide and maintain the required parking spaces in accordance with City regulations;
5. Hours of operation for the establishment shall be from Monday through Sunday, from 8:00 a.m. to 2:00 a.m. and
6. Complying with the requirements administered by Planning and Zoning, Building Inspections, Fire Prevention, Health, and Police Departments.

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.

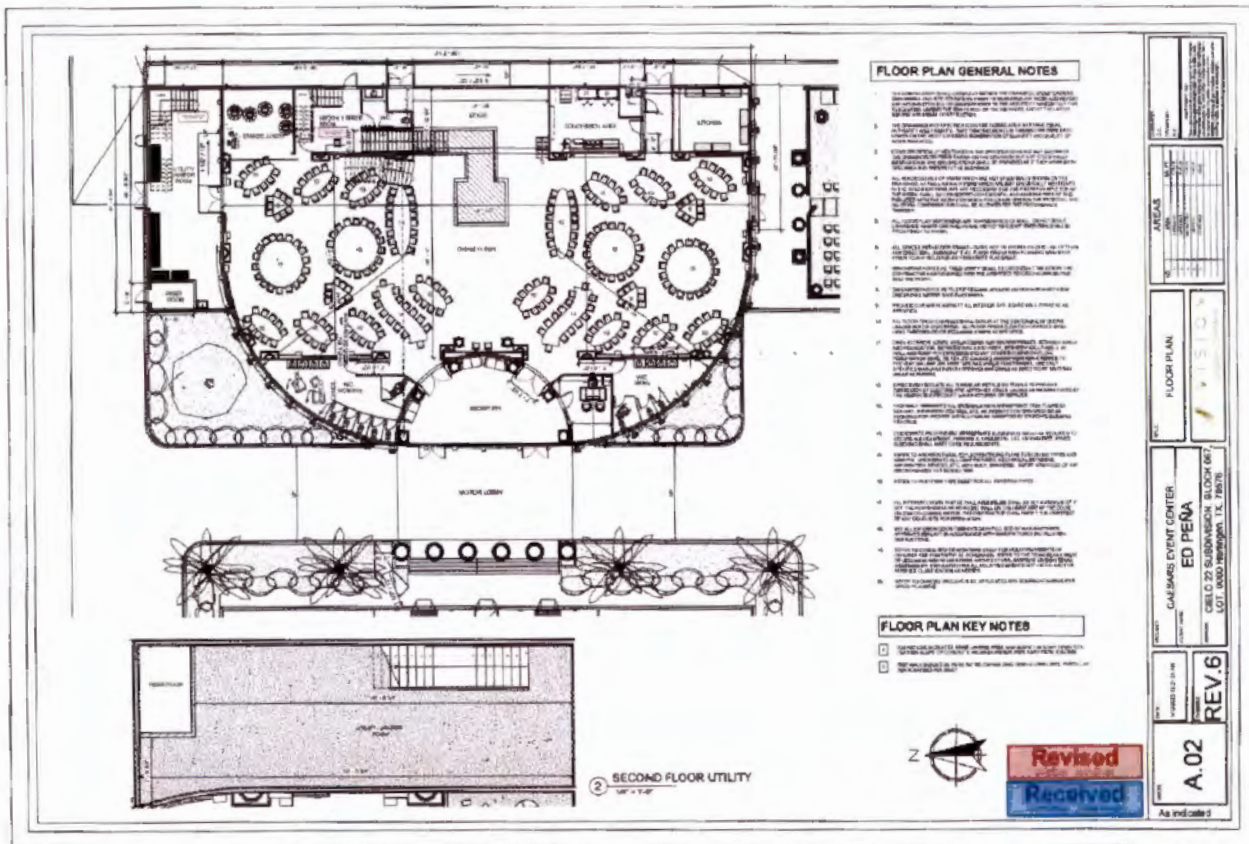
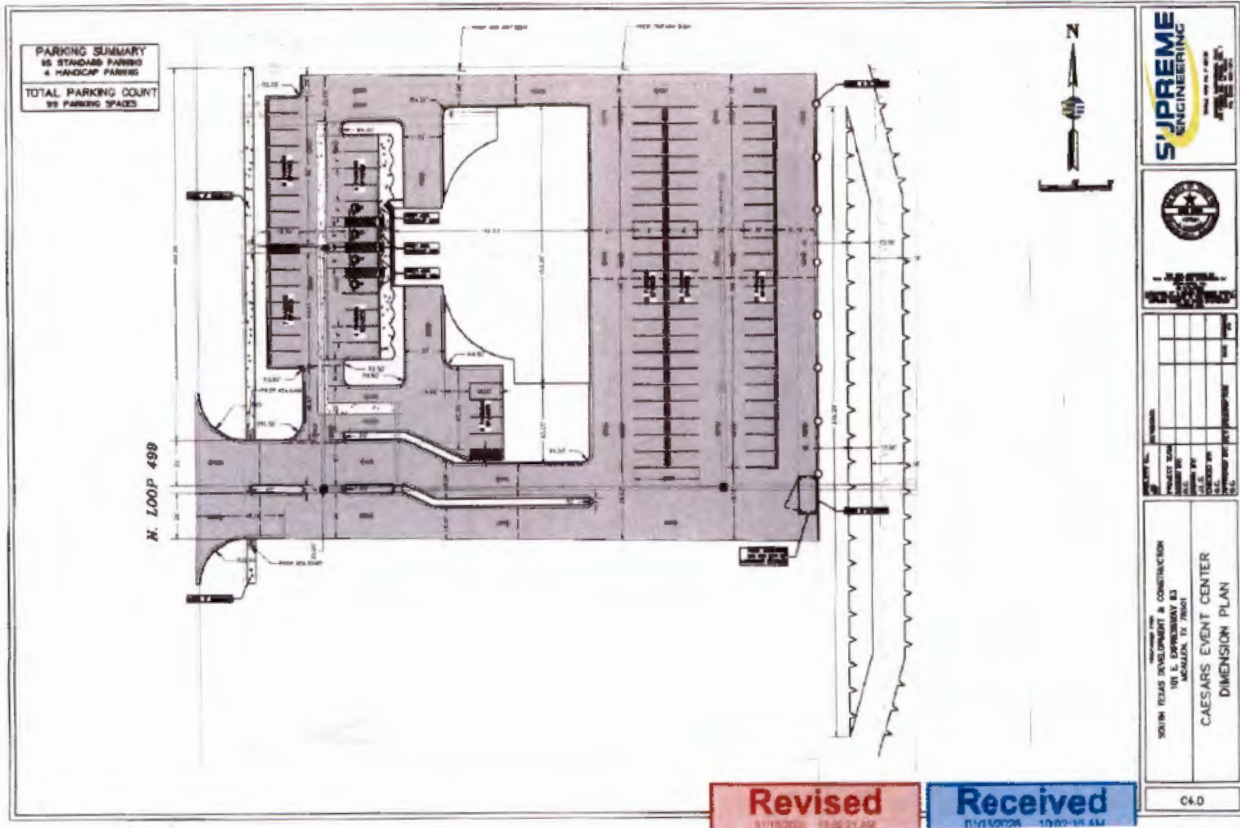
CITY OF HARLINGEN

Norma Sepulveda, Mayor

ATTEST:

Mayra Herrera, City Secretary

Exhibit "A"



**AGENDA ITEM
EXECUTIVE SUMMARY**

10643

Meeting Date: **March 18, 2026**

Agenda Item:

Consideration and possible action to approve an ordinance on first reading for a rezoning request from General Retail ("GR") District to Planned Development ("PD") District to allow a mixed-use development (commercial and multifamily) for properties bearing a legal description of 30.52 acre tract of land, more or less, out of Block 182, San Benito Land and Water Company Subdivision, Concepcion De Carricitos Grant, located northeast of Camelot Drive and Victoria Lane. Applicant: Berenice Chapa (Halff Associates) c/o Economic Development Corporation of Harlingen, Inc. Attachment **(Planning & Development)**

Prepared By: Ana Hernandez, AICP, CNU-A, CPM
Title: Planning and Development Director/
Special Projects Director

Signature: *Ana Hernandez*

Brief Summary:

Project Timeline

- January 21, 2026 – Application for rezoning submitted to the City. **(ATTACHMENT I).**
- February 19, 2026 – 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.
- February 21, 2026 – In accordance with State and local law, notice of the required public hearings was published in the Valley Morning Star.
- March 10, 2026 - Public hearing and consideration of the requested rezoning by the Planning and Zoning Commission (P&Z).
- March 18, 2026 – Public hearing and consideration of requested rezoning via 1st ordinance reading scheduled before the City Commission.
- April 1, 2026 – Pending approval of 1st ordinance reading, consideration of approval of 2nd ordinance reading scheduled before the City Commission.

Summary

- Halff Associates on behalf of Development Corporation of Harlingen, Inc. is requesting to rezone the subject property from General Retail to Planned Development ("PD") to allow a mixed use development consisting of commercial and multi-family use. **(ATTACHMENT II).**
- The irregular shaped property is currently vacant and not subdivided. The developer is proposing to subdivide the property into a four lot subdivision under the name of Victoria Commons Subdivision Phase II. The property has 193.38 feet of frontage on Camelot Drive, 129.07 feet of frontage on Victoria Lane and a depth of 1,946 feet at its longest point.

- According to the Planned Development site plan, the development will consist of four buildable lots. Two of the lots will be for general retail use, one lot will be for office use, one lot will be for multi-family use, a common area lot and a lot to be used for a detention pond. All lots will front an interior public street. The interior street on the north side will be 33 ft. wide paved street with curb and gutter, and the east side street will be a 40 ft. wide paved street with curb and gutter. The setbacks for the general retail and multi-family lots will be 10 ft. on the front, side and rear setbacks. The setbacks for the office lot will be 20 ft. in the front, and 10 ft. on the side and rear setbacks. **(ATTACHMENT III and IV)**
- The surrounding properties are zoned Not Designated ("N") District to the north, and General Retail ("GR") District to the south, east and west. The surrounding land uses consist of an apartment complex and vacant land to the north, Windsor Nursing and Rehab Center, Palms Behavioral Health and vacant land to the south, and vacant land and vacant land in agricultural use to the west. **(ATTACHMENT II and V).**
- The Building Inspections, Fire Prevention and Engineering Departments have reviewed the request. The Building Inspections, Fire Prevention and Engineering Departments reported no objection to the request amendment to the planned development site plan subject to complying with all applicable codes. **(ATTACHMENT VI-VIII)**
- The Future Land Use Plan (FLUP) component of the Harlingen Horizon – A City on the Rise Comprehensive Plan shows this area as retail and multi-family use. The request is consistent with the Future Land Use Plan and consistent with the surrounding land use. **(ATTACHMENT IX).**
- 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*

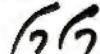
*If no, specify source of funding and amount requested:

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

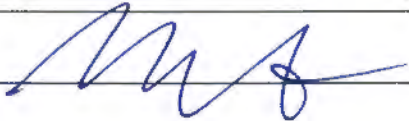
Staff Recommendation:

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

1. Compliance with all applicable building codes and regulations;
2. Compliance with drainage requirements and all applicable requirements from the Engineering Department; and
3. Compliance with the requirements administered by the Planning, Building Inspections, Engineering, and Fire Prevention 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 Victoria Lane Nearest Intersection Camelot Drive & Hale Avenue
(Proposed) Subdivision Name Victoria Commons Subdivision Phase II Lot 2-6 Block _____
Existing Zoning Designation General Retail Future Land Use Plan Designation Planned Development

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent Perenice Chapa Phone 956.445.5212 FAX 956.444.0284
Email Address (for project correspondence only): bchapa@half.com
Mailing Address 5000 W. Military Hwy Ste 100 City McAllen State Tx Zip 78503
Property Owner Development Corporation of Harlingen Inc. Phone 956.211.5085 FAX _____
Email Address (for project correspondence only): ocampes@harlingen.edc.com
Mailing Address 2424 Boxwood St. STE 125 City Harlingen State Tx Zip 78550-3694

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: The planned improvements include office spaces, residential development and recreational with parking facilities. The project will also include extension of roadway infrastructure and utilities.

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: 01/21/2024

Property Owner(s) Signature: [Signature] Date: 1/20/26

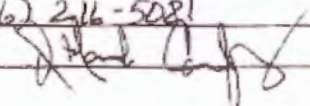
Accepted by: _____ Date: _____

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: DEVELOPMENT CORPORATION OF HARLINGEN Date: 1/20/26
Owner Address: 2424 BOXWOOD ST. SUITE 125, HARLINGEN, TX 78550
Phone/Fax: (956) 216-5081
Signature: 

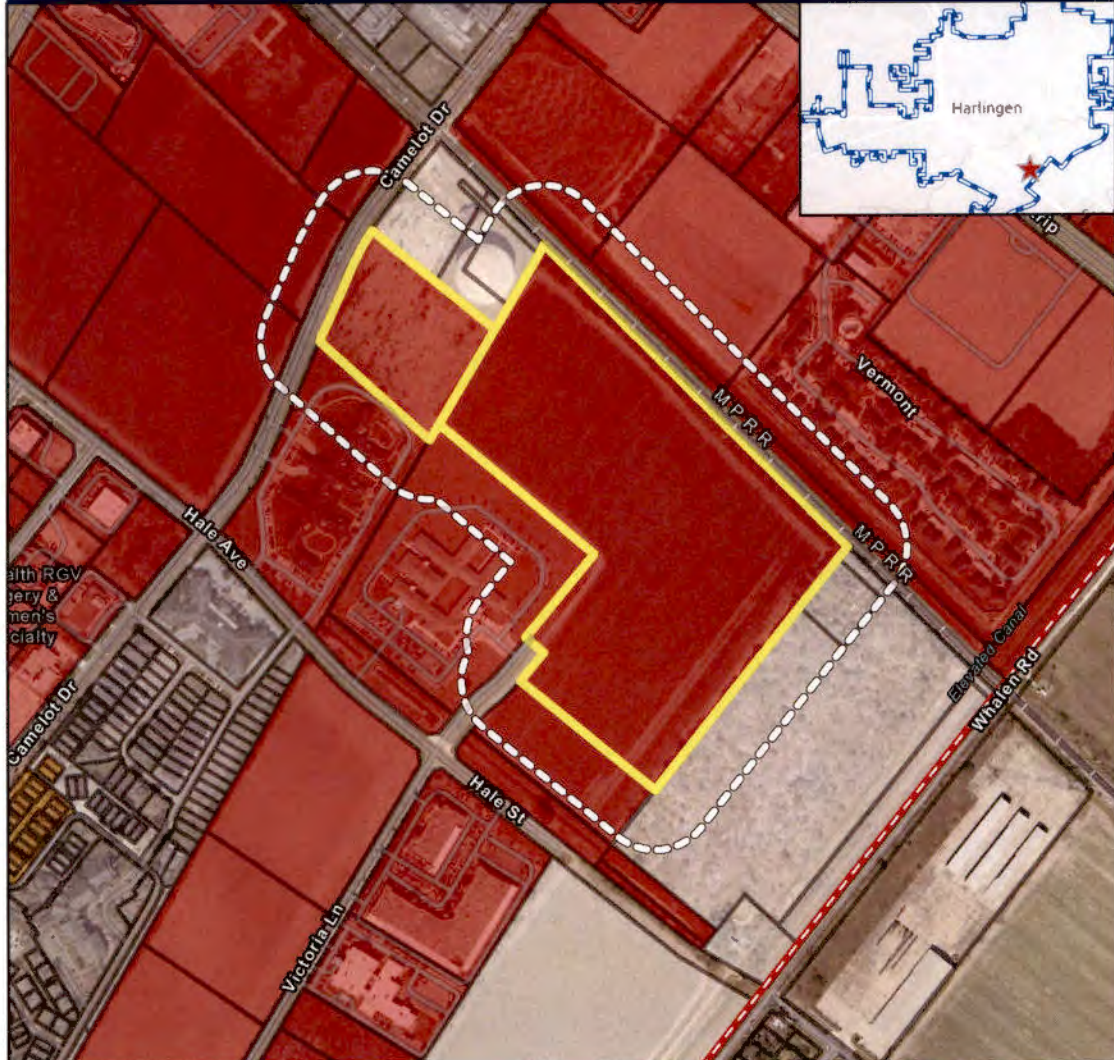
Attachment II



Harlingen, Texas Site Zone Map

Notice:

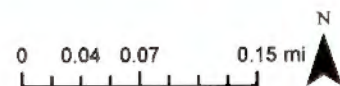
Request to rezone from General Retail ("GR") District to Planned Development ("PD") District to allow a mixed-use development (commercial and multifamily) for a property bearing a legal description of 25.73 acres out of 28.93 acres out of Lots C & D, Block 152 and 4.787 acres out of 11.936 acres, out of Blocks 181 & 182, San Benito Land and Water Company Subdivision. Applicant: Berenice Chapa (Half Associates) c/o Economic Development Corporation of Harlingen, Inc.



Legend

- Subject Property
- 200 ft Buffer
- Property Parcels
- Harlingen City Limits

- | Zone | |
|------|---------------------------|
| | General Retail |
| | Residential, Multi-Family |
| | Not-Designated |
| | Planned Development |



The map displays several key areas:

- VICTORIA CEMETERY PHASE 6 SUBDIVISION LOT 8**: Located in the upper right quadrant.
- VICTORIA CEMETERY PHASE 6 SUBDIVISION LOT 7**: Located below Lot 8.
- VICTORIA CEMETERY PHASE 6 SUBDIVISION LOT 6**: Located further down.
- VICTORIA CEMETERY PHASE 6 SUBDIVISION LOT 5**: Located near the center.
- VICTORIA CEMETERY PHASE 6 SUBDIVISION LOT 4**: Located near the center.
- VICTORIA CEMETERY PHASE 6 SUBDIVISION LOT 3**: Located near the center.
- VICTORIA CEMETERY PHASE 6 SUBDIVISION LOT 2**: Located near the center.
- VICTORIA CEMETERY PHASE 6 SUBDIVISION LOT 1**: Located near the center.
- LOT 1 - BLOCK 1 VICTORIA BRANCH TRUSTED SUBDIVISION**: Located in the lower left quadrant.
- LOT 1 - BLOCK 1 VICTORIA BRANCH TRUSTED SUBDIVISION**: Located in the lower right quadrant.
- STREET A**: A horizontal street running across the middle of the map.
- STREET B**: A vertical street running along the right side of the map.

PLANNED DEVELOPMENT SITE PLAN



Attachment IV

View from the west
of Camelot Drive



View from the South
on Hale Avenue and
Victoria Lane

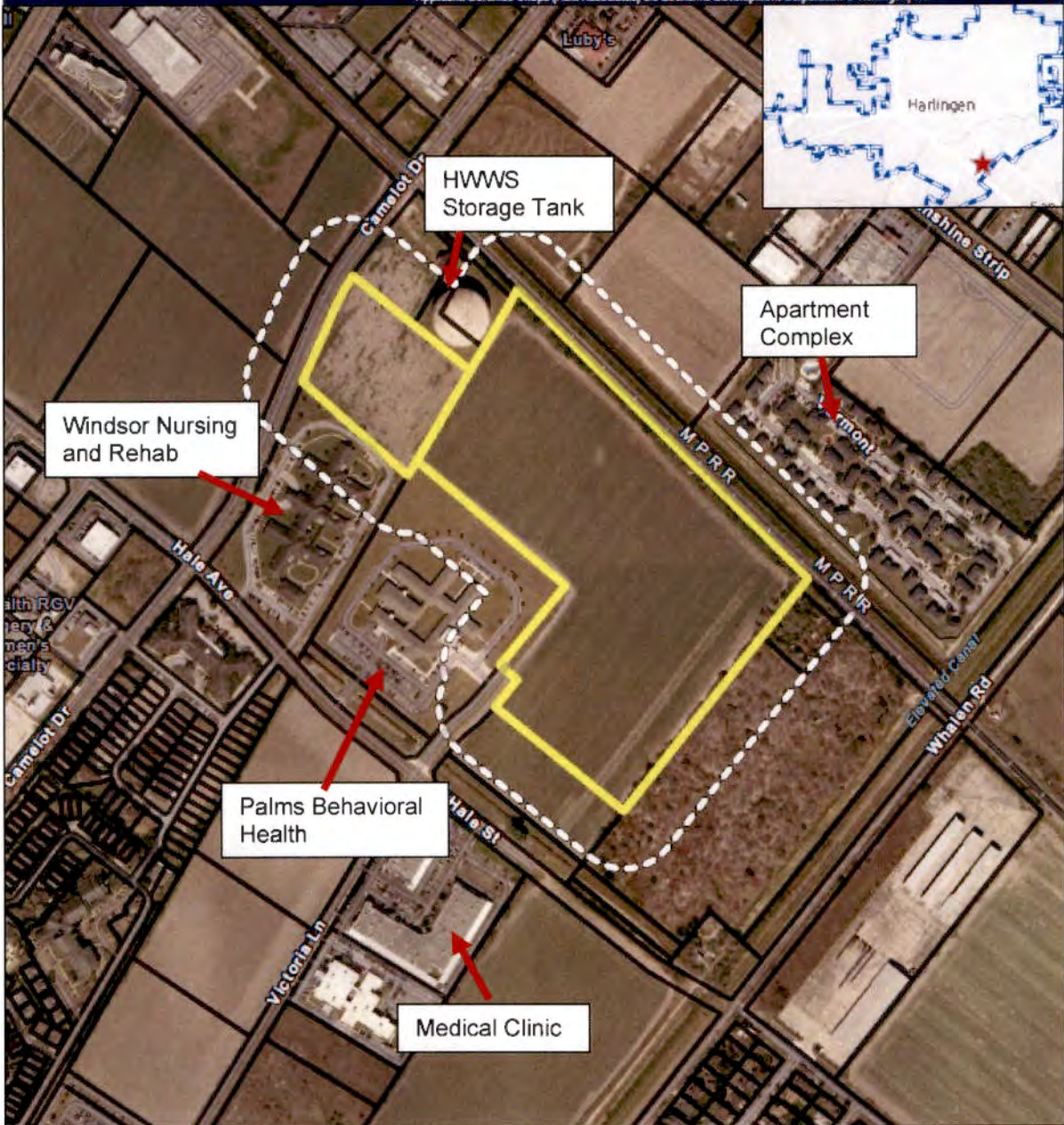




Harlingen, Texas
Site Aerial Map

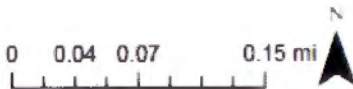
Notice:

Request to rezone from General Retail ("GR") District to Planned Development ("PD") District to allow a mixed-use development (commercial and multifamily) for properties bearing a legal description of 30.52 acre tract of land, more or less, out of Block 182, San Benito Land and Water Company Subdivision, Concepcion De Camillos Grant, located northeast of Camelot Drive and Victoria Lane.
Applicant: Bevenice Chapa (Helf Associates) c/o Economic Development Corporation of Harlingen, Inc.



Legend

- Subject Property: Victoria Commons PD
- 200 ft Buffer
- Property Parcels





Planned Development (PD) Request Routing Slip

Applicant: Harlingen Economic Development Corporation

Phone No.: (956)309-7737

Location: Northeast of Camelot Drive and Victoria Lane

Project Description: Request to rezone from General Retail (GR) District to Planned Development (PD) District to allow a mixed use development (commercial and multi-family) for properties bearing a legal a description of 30.52 acre tract of land, more or less, out of Block 182, San Benito Land and Water Company Subdivision, Concepcion De Carricitos Grant, located northeast of Camelot Drive and Victoria Lane.

Department: Building Permits and Inspections Department

Approval: ☐ YES ☐ NO ☒ PENDING

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. Windstorm Engineered plans are required with min. 140 mph wind speeds. The construction documents must comply with the 2024 International Building Code, 2024 Residential Building Code and Family of Codes.

Raul Rodriguez
Signature

02/24/2026
Date



Planned Development (PD) Request Routing Slip

Applicant: Harlingen Economic Development Corporation

Phone No.: (956) 309-7737

Location: Northeast of Camelot Drive and Victoria Lane

Project Description: Request to rezone from General Retail (GR) District to Planned Development (PD) District to allow a mixed use development (commercial and multi-family) for properties bearing a legal a description of 30.52 acre tract of land, more or less, out of Block 182, San Benito Land and Water Company Subdivision, Concepcion De Carricitos Grant, located northeast of Camelot Drive and Victoria Lane.

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: February 20, 2026

Attachment VIII



Planned Development (PD) Request Routing Slip

Applicant: Harlingen Economic Development Corporation

Phone No.: (956)309-7737

Location: Northeast of Camelot Drive and Victoria Lane

Project Description: Request to rezone from General Retail (GR) District to Planned Development (PD) District to allow a mixed use development (commercial and multi-family) for properties bearing a legal a description of 30.52 acre tract of land, more or less, out of Block 182, San Benito Land and Water Company Subdivision, Concepcion De Carricitos Grant, located northeast of Camelot Drive and Victoria Lane.

Department: **ENGINEERING**

Approval: X YES NO

Comments: _____

Nadia J. Lopez, P.E.
Signature

3/2/26
Date

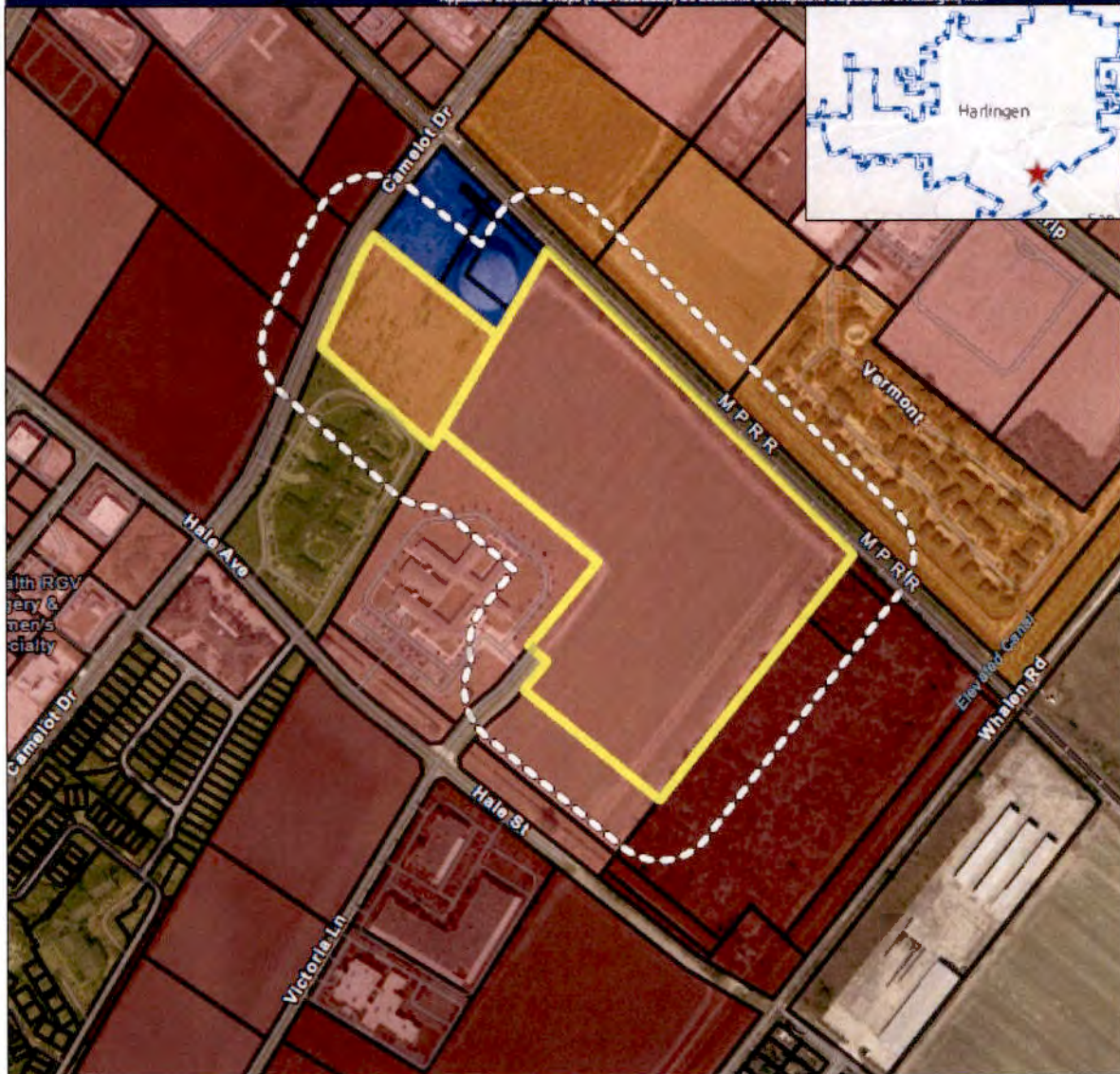
Attachment IX



Harlingen, Texas Site Future Land Use Map

Notice:

Request to rezone from General Retail ("GR") District to Planned Development ("PD") District to allow a mixed-use development (commercial and multifamily) for properties bearing a legal description of 30.52 acre tract of land, more or less, out of Block 182, San Benito Land and Water Company Subdivision, Concepcion De Camilitos Grant, located northeast of Camelot Drive and Victoria Lane.
Applicant: Berenice Chapa (Hall Associates) c/o Economic Development Corporation of Harlingen, Inc.



Legend

- | | |
|---|----------------------------|
| Subject Property: Victoria Commons PD | Mixed Use |
| 200 ft Buffer | Institutional |
| Property Parcels | Medium Density Residential |
| Future Land Use Designation: Agricultural | Higher Density Residential |
| Retail | |



ORDINANCE NO. 26_____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF HARLINGEN: REZONE FROM GENERAL RETAIL ("GR") DISTRICT TO PLANNED DEVELOPMENT ("PD") DISTRICT TO ALLOW A MIXED-USE DEVELOPMENT (COMMERCIAL AND MULTI-FAMILY) FOR PROPERTIES BEARING A LEGAL DESCRIPTION OF 30.52 ACRE TRACT OF LAND, MORE OR LESS, OUT OF BLOCK 182, SAN BENITO LAND AND WATER COMPANY SUBDIVISION; PROVIDING FOR PUBLICATION AND ORDAINING OTHER MATTERS RELATED TO THE FOREGOING

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

BE IT ORDAINED BY THE CITY OF HARLINGEN

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

Rezone from General Retail ("GR") District to Planned Development ("PD") District to allow a mixed-use development (commercial and multi-family) for properties bearing a legal description of 30.52 acre tract of land, more or less, out of Block 182, San Benito Land and Water Company Subdivision, Concepcion De Carricitos Grant, located northeast of Camelot Drive and Victoria Lane, as shown on Exhibit "A".

The provisions prohibiting the violation of the Code of Ordinances shall continue in full force and effect and apply to this ordinance.

The provisions amendment is made contingent upon construction being complied in accordance with the site plan, a true and correct copy of which is attached hereto and incorporated herein by reference as Exhibit "A" and shall comply with the conditions as listed below:

1. Compliance with all applicable building codes and regulations;
2. Compliance with drainage requirements and all applicable requirements from the Engineering Department; and
3. Compliance with the requirements administered by the Planning, Building Inspections, Engineering, and Fire Prevention Departments.

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 _____, 2026 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.

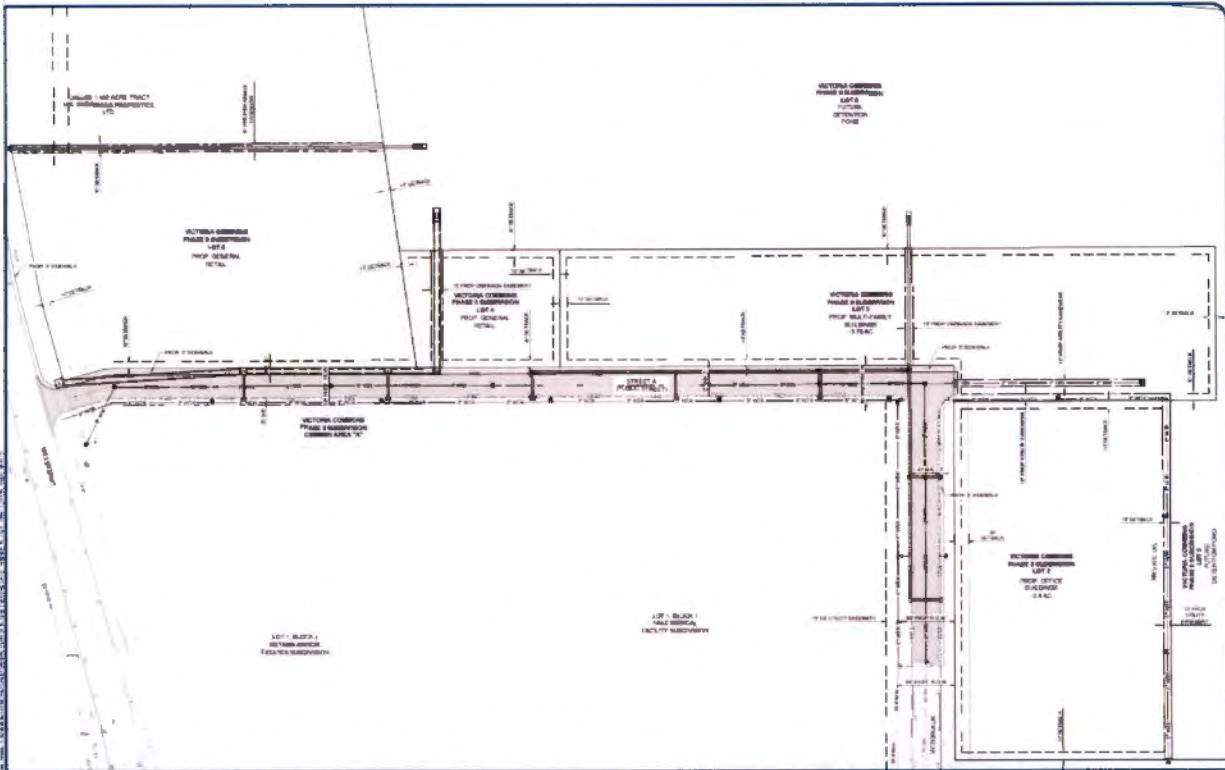
CITY OF HARLINGEN

Norma Sepulveda, Mayor

ATTEST:

Mayra Herrera, City Secretary

EXHIBIT "A"



PLANNED DEVELOPMENT SITE PLAN



THIS DRAWING WAS PREPARED BY THE AUTHOR FOR THE PURPOSES OF THE PROJECT DESCRIBED HEREIN. IT IS NOT TO BE USED FOR ANY OTHER PURPOSE. THE AUTHOR ASSUMES NO LIABILITY FOR ANY DAMAGE OR LOSS OF PROFITS, OR ANY OTHER CONSEQUENCES, ARISING FROM THE USE OF THIS DRAWING. THE CITY OF VICTORIA DOES NOT GUARANTEE THE ACCURACY OF THIS DRAWING.

**AGENDA ITEM
EXECUTIVE SUMMARY**



Meeting Date: **March 18, 2026**

Agenda Item:

Consideration and possible action to approve an ordinance on first reading for a Special Use Permit (SUP) to allow the sale of alcoholic beverages for on-site consumption, in a General Retail ("GR") District, located at 211 N. Ed Carey Drive, bearing a legal description of Lot 3, Block 1, Dorris Subdivision Unit 1. Applicant: Richard Rivas c/o Panthers Petroleum III, LLC. Attachment (***Planning & Development***)

Prepared By: Ana Hernandez, AICP, CNU-A, CPM

Title: Planning and Development Director/
Special Projects Director

Signature: *Ana Hernandez*

Brief Summary:

Project Timeline

- January 23, 2026 – Application for Special Use Permit (SUP) submitted to the City. (**ATTACHMENT I and II**)
- February 19, 2026 – In accordance with State and local law, notice of required public hearings mailed to all property owners within 200 feet of subject tract.
- February 21, 2026 – In accordance with State and local law, notice of required public hearings published in the Valley Morning Star.
- March 10, 2026– Public hearing and consideration of requested Special Use Permit by the Planning and Zoning Commission.
- March 18, 2026 – Public hearing and consideration of requested Special Use Permit via 1st ordinance reading scheduled before the City Commission.
- April 1, 2026 – Pending approval of 1st ordinance reading, consideration of approval of 2nd ordinance reading scheduled before the City Commission.

Summary

- Per the Code of Ordinances, an event center with alcohol requires the approval of a special use permit by the City Commission.
- Eduardo Trevino, the applicant and property owner, is requesting a Special Use Permit to allow an event center with alcohol consumption out of a proposed two story 11,500 sq. ft. building located at 350 N. Loop 499. (**ATTACHMENT III**)
- The subject property is currently vacant and in the subdivision process under the name of Cielo 22 Subdivision for a proposed two lot development. The property has 381.28 feet of frontage on Loop 499 and a depth of 311.03 at its longest point.
- According to the site plan and the information submitted, the applicant is proposing a two story 11,500 sq. ft. event center for weddings, recitals and sweet sixteen events etc., under the name of "Cesars Event Center." The first floor will consist of the event center and the second floor of the building will be the utility room. The proposed event center will be located on the north 200 ft. of the subject property. The hours of operation for the office will be Monday through Friday, from 1:00 p.m. though 6:00 p.m., and the hours of operation for the event center will be from Thursday through Saturday, from 6:00 p.m. though 12:00 p.m. Based on the seating of the proposed for the event center, 94 parking spaces are required and 98 parking spaces are provided. (**ATTACHMENT IV AND VII**)
- Surrounding properties are zoned General Retail ("GR") District in all directions. Surrounding land uses consist of vacant land to the north, Cardenas BMW to the south,

vacant land in agriculture use to the east, and vacant land in agriculture use to the west.
(ATTACHMENT III and VII)

- The Future Land Use Plan component of the Harlingen Horizon – A City on the Rise Comprehensive Plan shows this area as mixed use. The request is consistent with the Future Land Use Plan. **(ATTACHMENT VIII)**
- The Building Inspections, Fire Prevention Bureau, Health, and Police Departments have reviewed the application and have reported no objection to the requested Special Use Permit subject to complying with all applicable codes and regulations. The Police Department reported no objection with the condition that the Police Department may conduct an inspection of the building when completed to confirm installation of cameras and other security measures. **(ATTACHMENT IX-XII)**
- In accordance with the Zoning Chapter of the Code of Ordinances, the P&Z Commission and City Commission may impose requirements and conditions of approval as are needed to ensure that a use requested by a SUP is compatible and complementary to adjacent properties.
- To present, the Planning and Development Department has not received any calls opposition to the requested special use permit.

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:

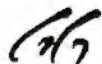
☐ Yes ☐ No ☐ N/A

Staff Recommendation:

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

1. Must obtain and maintain the proper State and City permits
2. Provide a licensed security guard during peak hours of operation, from Thursday through Saturday, from 9:00 p.m. though 12:00 p.m.;
3. Provide video surveillance with a minimum retention period of thirty (30) days;
4. Must provide and maintain the required parking spaces in accordance with City regulations;
5. Hours of operation for the establishment shall be from 1:00 p.m. though 12:00 p.m.; and
6. Complying with the requirements administered by Planning and Zoning, Building Inspections, Fire Prevention, Health, 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 N Loop 494 Nearest Intersection E Harrison Ave
 (Proposed) Subdivision Name Cielo 22 Subdivision Lot 0000 Block 067
 Existing Zoning Designation _____ Future Land Use Plan Designation _____

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent South Texas Dev & Construction Phone (956) 237-6483 FAX -
 Email Address (for project correspondence only): diego @ southtexasdnc.com
 Mailing Address 101 E. Expressway 83, ST. 220 City McAllen State Tx Zip 78501
 Property Owner Eduardo Peña Phone (956) 309-7737 FAX -
 Email Address (for project correspondence only): eddpenn012@gmail.com
 Mailing Address 2002 S. Angelina Marie Dr City Pharr State Tx Zip 78577

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: Event Center (Weddings, recitals, sweet sixteen, etc...)

I hereby certify that I am the owner and 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: 01/21/26

Property Owner's Signature: [Signature] Date: 01/21/2026

Accepted by: _____ Date: _____

ATTACHMENT II

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

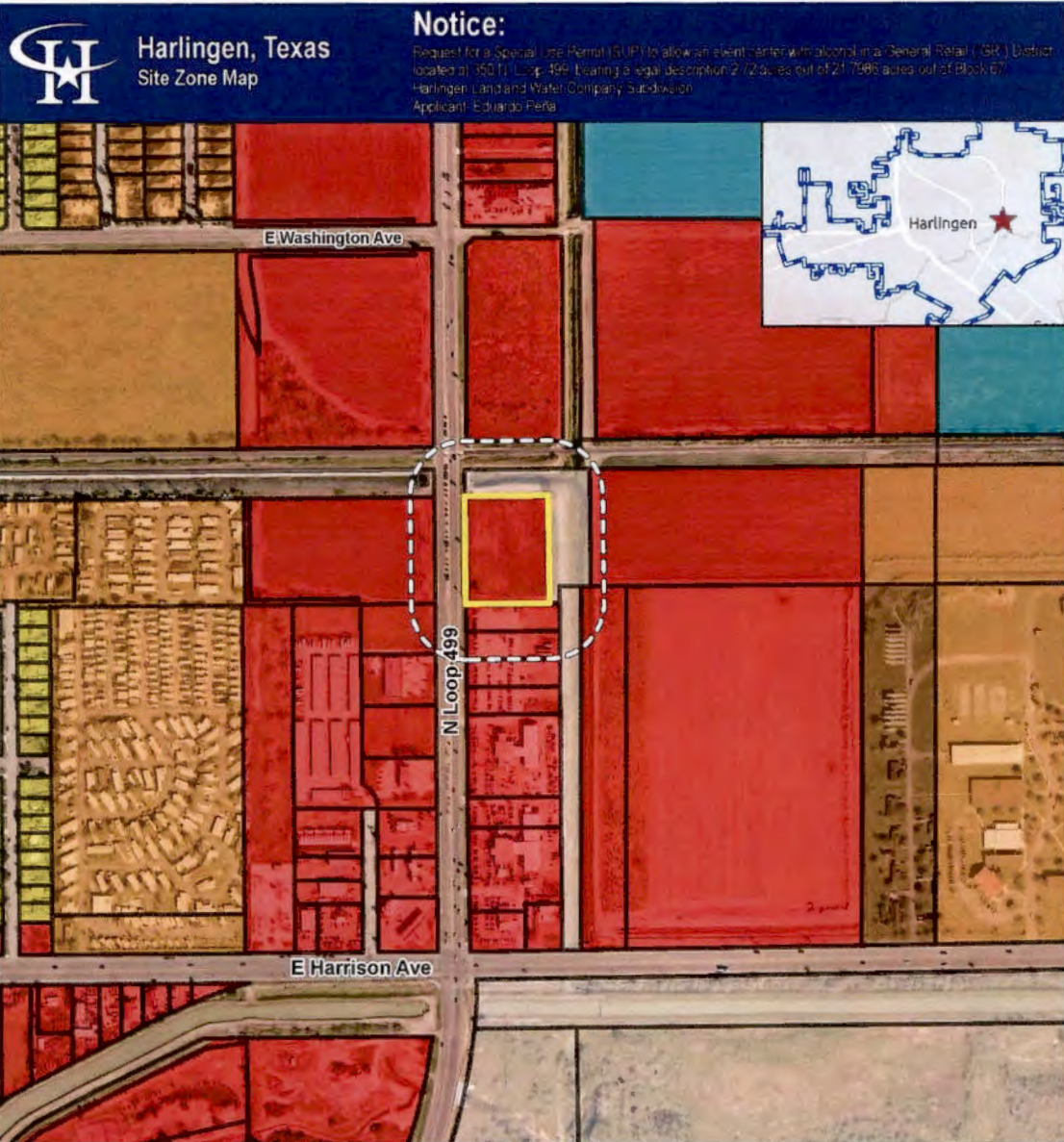
Please submit the following items along with the completed master application and appropriate fees. The project cannot be scheduled for consideration unless all items are marked complete. Citations come from the Zoning Ordinance.

Complete

- ☐ One (1) copy of a comprehensive site plan showing the proposed development of the property. The site plan shall consist of the following items, as applicable:
 - ☐ Existing/proposed building footprints and building heights (or buildable areas for single and two-family residential); and
 - ☐ Locations of proposed uses; and
 - ☐ Ingress and egress to/from property;
 - ☐ Existing/proposed streets in compliance with the City of Harlingen Long Range Thoroughfare Plan; and
 - ☐ Existing/proposed sidewalks; and
 - ☐ Existing/proposed utilities; and
 - ☐ Existing/proposed drainage; and
 - ☐ Existing/proposed parking spaces.
 - ☐ A written statement describing the proposed use(s) of the subject property.
 - ☐ Any other information (elevation drawings, pictures, etc.) in support of the subject request.
-
- I understand that I am requesting an amendment to the City's Zoning Ordinance and it will not be scheduled for Planning and Zoning Commission review unless all items on this list are completed.
 - I understand that in accordance State law and the Zoning Ordinance, no later than ten (10) days prior to consideration by the Planning and Zoning Commission:
 - ☐ A notice will be published in the Valley Morning Star describing the request and the date, time, and location of the public hearing; and
 - ☐ Notices will be mailed to all property owners within 200 feet of the tract describing the request and the date, time, and location of the public hearing.
 - I understand that while all requirements for the submittal of a PDD or SUP request may be complete, the City Commission is the sole authority for the consideration and approval or denial of the request.
 - I understand that the purpose of a PDD or SUP is to allow for development not otherwise authorized in the Zoning Ordinance. Hence, the Planning and Zoning Commission and/or City Commission may impose development standards important to the health, safety, welfare, and protection of the proposed development and the adjacent property and its occupants.

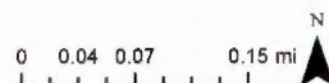
Owner: Eduardo Peña Date: 1/21/26
Owner Address: 2002 S. Angelina Marie Dr. Pharr, Tx. 78577
Phone/Fax: (956) 309-7737
Signature: Eduardo Peña

ATTACHMENT III

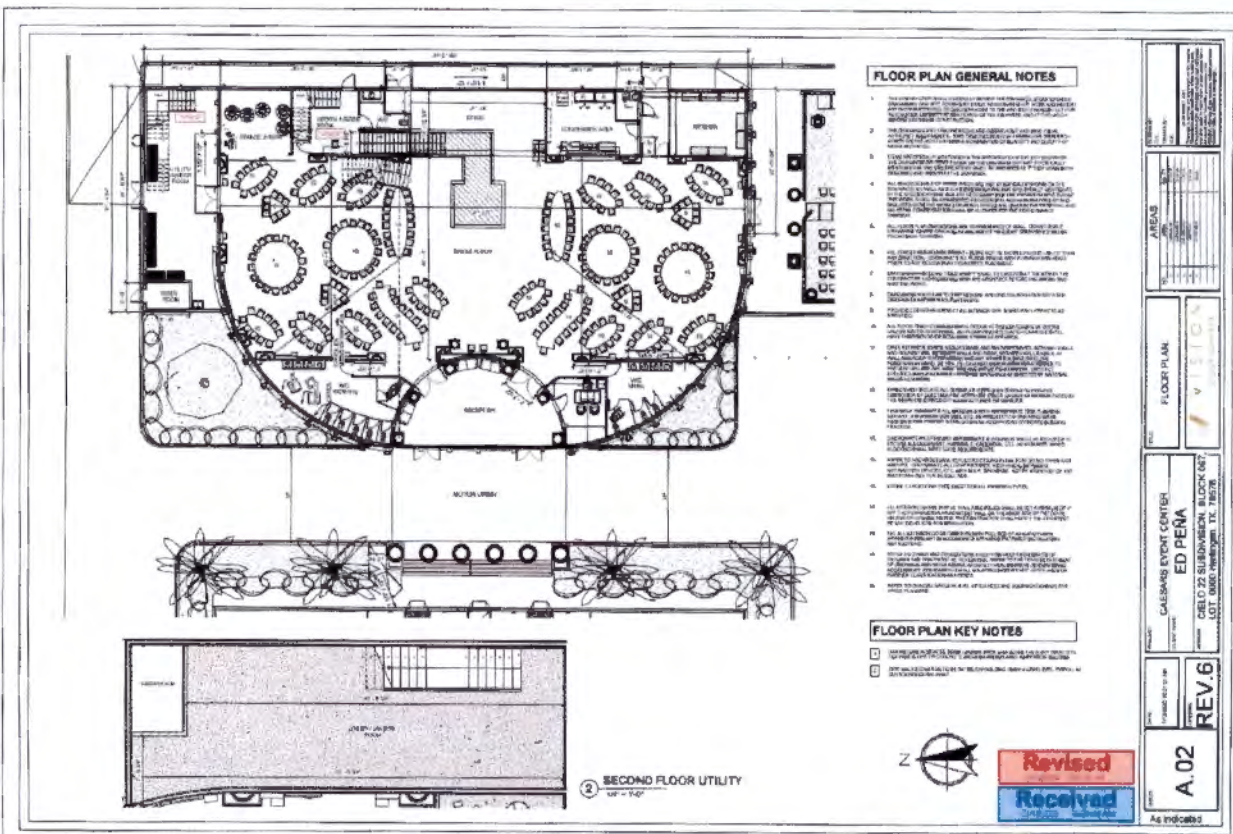
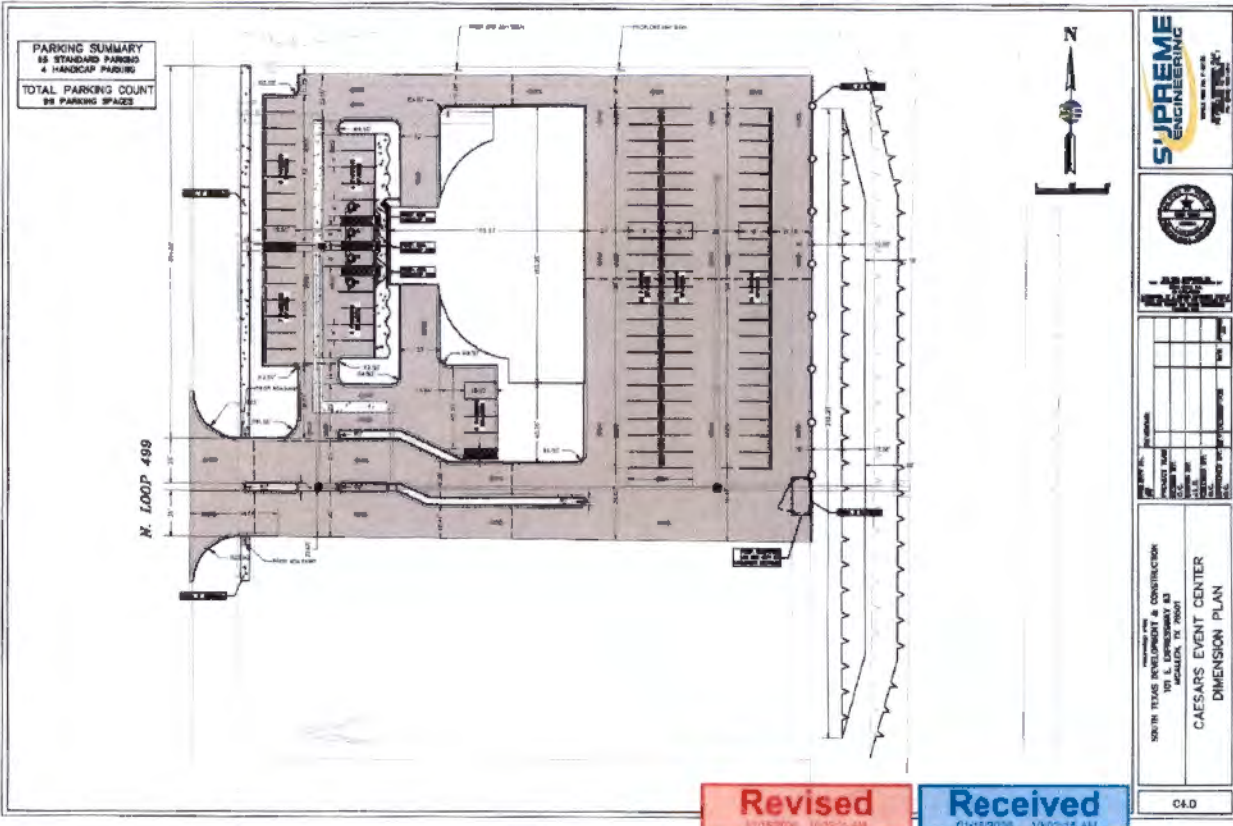


Legend

- | | |
|--|--|
|  Subject Property: 350 N Loop 499 |  Light Industry |
|  200 ft Buffer |  Residential, Single-Family |
|  Property Parcels |  Residential, Duplex |
| Zone |  Residential, Multi-Family |
|  General Retail |  Residential, Mobile Home |
| |  Not-Designated |



ATTACHMENT IV



ATTACHMENT V



ATTACHMENT VI

View from the
East on Loop 499



ATTACHMENT VII



Harlingen, Texas Site Aerial Map

Notice:

Request for a Special Use Permit (SUP) to allow an event center with alcohol in a General Retail (GR) District located at 350 N. Loop 499, bearing a legal description 2.72 acres out of 21.7986 acres out of Block 67, Harlingen Land and Water Company Subdivision.
Applicant: Eduardo Peña

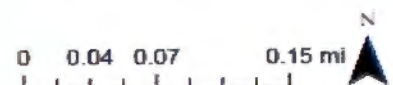


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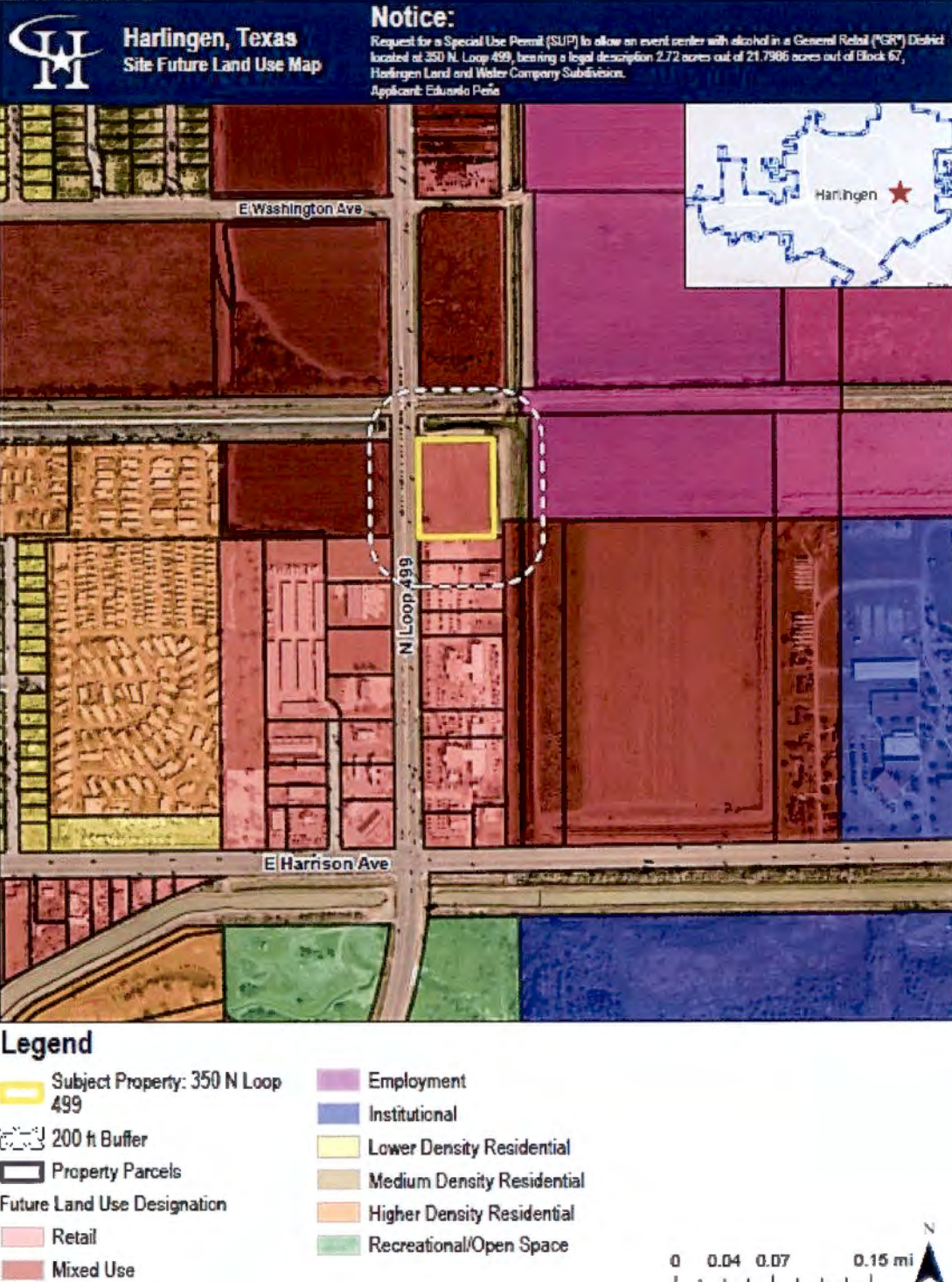
 Subject Property: 350 N Loop 499

 200 ft Buffer

 Property Parcels



ATTACHMENT VIII



**Planned Development (PD) Request Routing Slip****Applicant:** Eduardo Pena**Phone No.:** (956)309-6483**Location:** 350 N. Loop 499 (PID: 72446)**Project Description:** Request for a special use permit to allow an event center (alcohol permitted)**Department:** Building Permits and Inspections Department**Approval:** ☐ YES ☐ NO ☒ PENDING**Comments:**

If request is approved by the Planning Department, A plan review will be required. A Building Permit application, a code analysis, a site plan, existing floor plan and proposed floor plan with dimensions to scale identifying all areas to be used to calculate occupant load, determine required plumbing fixtures and means of egress for the proposed use must be submitted to the Building Department. The construction documents must comply with the 2024 International Building Code and Family of Codes.

Raul Rodriguez

Signature

02/16/2026

Date



Specific Use Permit ("SUP") Routing Slip

Applicant: Eduardo Pena

Phone No.: (956) 309-6483

Location: 350 N Loop 499 (PID: 72446)

Project Description: Request for a Special Use Permit (SUP) to allow an event center (alcohol permitted).

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: February 19, 2026

**Planned Development (PD) Request Routing Slip****Applicant:** Eduardo Pena**Phone No.:** (956)309-6483**Location:** 350 N. Loop 499 (PID: 72446)**Project Description:** Request for a special use permit to allow an event center (alcohol permitted)**Department:** Health**Approval:** ☒ YES ☐ NO

Comments: Eduardo Pena, Event Center, located on N. Loop 499 , will not need any health permits, if they are not preparing or selling any foods at this location. TABC will need to be contacted for the permitting of alcohol on the premises. If Event Center decides to sell foods at a later date , then health permits will be required, including proper cooking equipment, hood oven systems and certifications.

James Padilla _____**3-3-26****Signature****Date**

**Planned Development (PD) Request Routing Slip****Applicant:** Eduardo Pena**Phone No.:** (956)309-6483**Location:** 350 N. Loop 499 (PID: 72446)**Project Description:** Request for a special use permit to allow an event center (alcohol permitted)**Department:** **HARLINGEN POLICE DEPT.****Approval:** ☒ YES ☐ NO**Comments:** YES, ON CONDITION THAT POLICE DEPARTMENT
MAY CONDUCT AN INSPECTION OF BUILDING
WHEN COMPLETED TO CONFIRM INSTALLATION
OF CAMERAS AND OTHER SECURITY MEASURES.

Alfredo Alvear, BSCJ, CPM
Chief of Police2/17/26

Date

ORDINANCE NO. 26-

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF HARLINGEN: A SPECIAL USE PERMIT ISSUED TO EDUARDO PENA TO ALLOW AN EVENT CENTER WITH ALCOHOL IN A GENERAL RETAIL ("GR") DISTRICT LOCATED AT 350 N. LOOP 499, BEARING A LEGAL DESCRIPTION OF 2.72 ACRES OUT OF 21.7986 ACRES OUT OF BLOCK 67, HARLINGEN LAND AND WATER COMPANY SUBDIVISION, PROVIDING FOR PUBLICATION AND ORDAINING OTHER MATTERS RELATED TO THE FOREGOING.

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

BE IT ORDAINED BY THE CITY OF HARLINGEN

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

Special Use Permit (SUP) issued to Eduardo Pena to allow an event center with alcohol in a General Retail ("GR") District located at 350 N. Loop 499, bearing a legal description of 2.72 acres out of 21.7986 acres out of Block 67, Harlingen Land and Water Company Subdivision.

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

The Special Use Permit is made contingent upon construction being complied in accordance with the site plan, a true and correct copy of which is attached hereto and incorporated herein by reference as Exhibit "A" and shall comply with the conditions as listed below:

1. Must obtain and maintain the proper State and City permits
2. Provide a licensed security guard during peak hours of operation, from Thursday through Saturday, from 9:00 p.m. though 12:00 p.m.;
3. Provide video surveillance with a minimum retention period of thirty (30) days;
4. Must provide and maintain the required parking spaces in accordance with City regulations;
5. Hours of operation for the establishment shall be from 1:00 p.m. though 12:00 p.m. and
6. Complying with the requirements administered by Planning and Zoning, Building Inspections, Fire Prevention, Health, and Police Departments.

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.

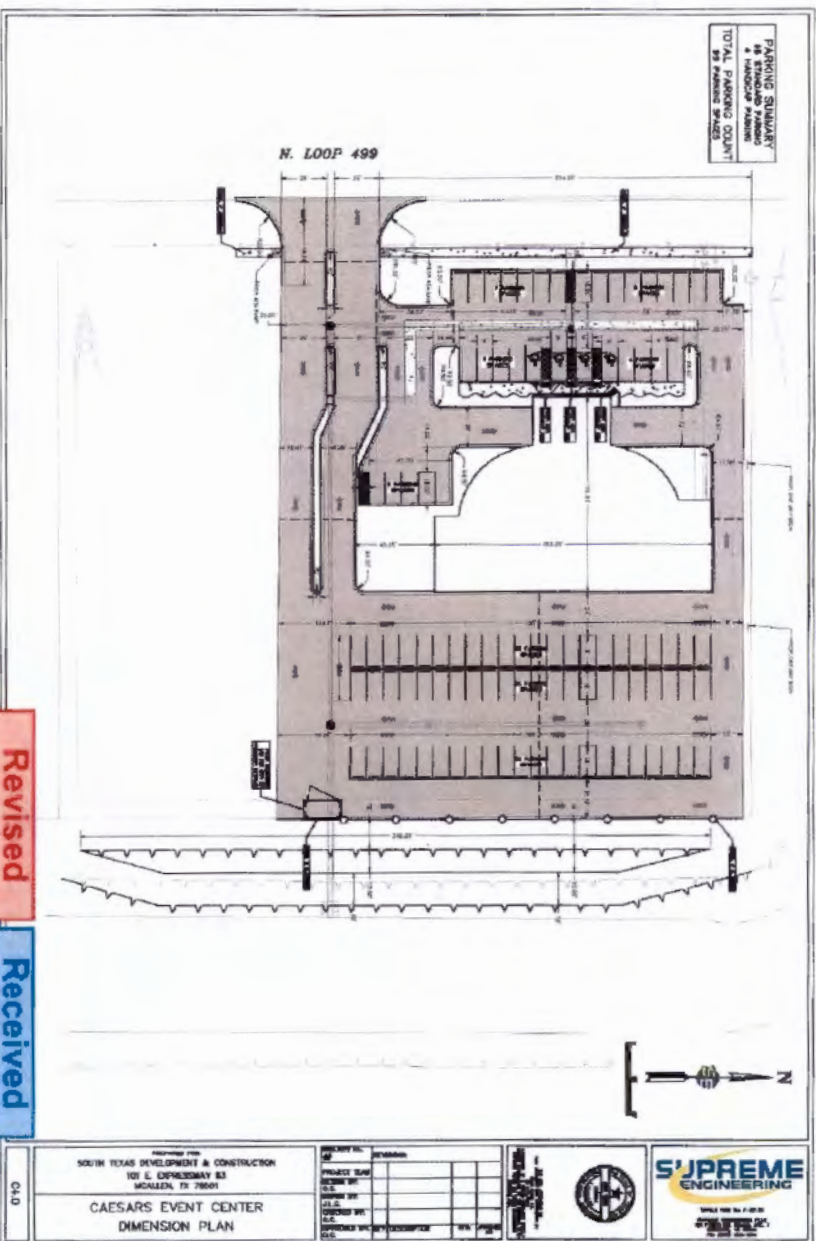
CITY OF HARLINGEN

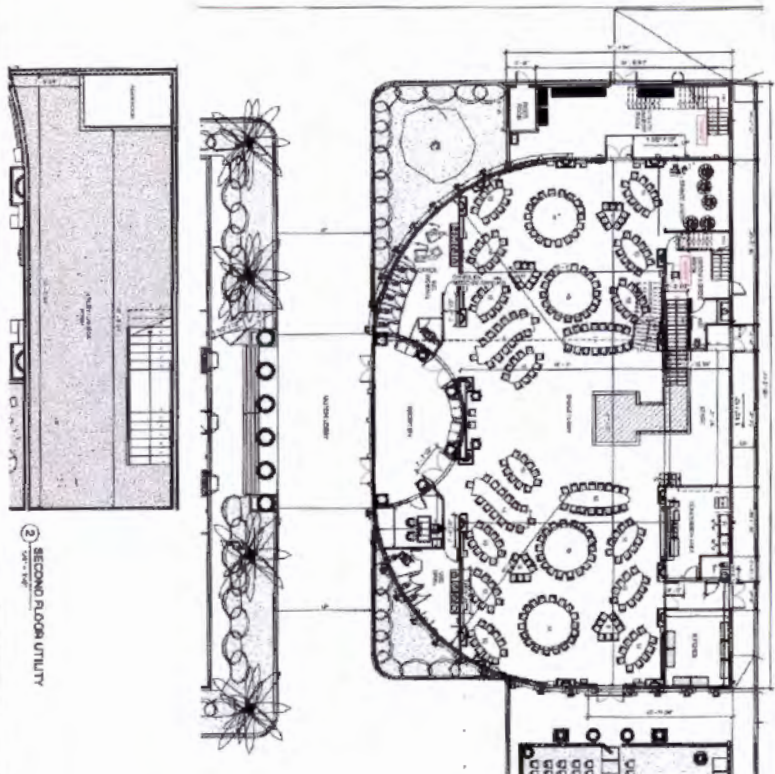
Norma Sepulveda, Mayor

ATTEST:

Hermelinda Gonzlez, Interim City Secretary

Exhibit "A"





FLOOR PLAN GENERAL NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.
4. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES NOT TO BE REMOVED OR MODIFIED.
5. THE CONTRACTOR SHALL MAINTAIN ADEQUATE SAFETY MEASURES AND BARRIERS DURING CONSTRUCTION.
6. THE CONTRACTOR SHALL SUBMIT ALL MATERIALS AND WORKMANSHIP FOR INSPECTION AND APPROVAL.
7. THE CONTRACTOR SHALL MAINTAIN RECORD DRAWINGS AND AS-BUILT CONDITIONS THROUGHOUT THE PROJECT.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DISPOSING OF ALL DEBRIS AND WASTE MATERIALS PROPERLY.
9. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL WORK DONE AND MATERIALS USED.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE COVERAGE.
11. THE CONTRACTOR SHALL MAINTAIN ADEQUATE COMMUNICATION WITH THE ARCHITECT AND OWNER.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY LABORER SAFETY TRAINING.
13. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL WORK DONE AND MATERIALS USED.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE COVERAGE.
15. THE CONTRACTOR SHALL MAINTAIN ADEQUATE COMMUNICATION WITH THE ARCHITECT AND OWNER.
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY LABORER SAFETY TRAINING.
17. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL WORK DONE AND MATERIALS USED.
18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE COVERAGE.
19. THE CONTRACTOR SHALL MAINTAIN ADEQUATE COMMUNICATION WITH THE ARCHITECT AND OWNER.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY LABORER SAFETY TRAINING.

FLOOR PLAN KEY NOTES

- A.1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.
- A.2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
- A.3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.
- A.4. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES NOT TO BE REMOVED OR MODIFIED.
- A.5. THE CONTRACTOR SHALL MAINTAIN ADEQUATE SAFETY MEASURES AND BARRIERS DURING CONSTRUCTION.
- A.6. THE CONTRACTOR SHALL SUBMIT ALL MATERIALS AND WORKMANSHIP FOR INSPECTION AND APPROVAL.
- A.7. THE CONTRACTOR SHALL MAINTAIN RECORD DRAWINGS AND AS-BUILT CONDITIONS THROUGHOUT THE PROJECT.
- A.8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DISPOSING OF ALL DEBRIS AND WASTE MATERIALS PROPERLY.
- A.9. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL WORK DONE AND MATERIALS USED.
- A.10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE COVERAGE.
- A.11. THE CONTRACTOR SHALL MAINTAIN ADEQUATE COMMUNICATION WITH THE ARCHITECT AND OWNER.
- A.12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY LABORER SAFETY TRAINING.
- A.13. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL WORK DONE AND MATERIALS USED.
- A.14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE COVERAGE.
- A.15. THE CONTRACTOR SHALL MAINTAIN ADEQUATE COMMUNICATION WITH THE ARCHITECT AND OWNER.
- A.16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY LABORER SAFETY TRAINING.
- A.17. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL WORK DONE AND MATERIALS USED.
- A.18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE COVERAGE.
- A.19. THE CONTRACTOR SHALL MAINTAIN ADEQUATE COMMUNICATION WITH THE ARCHITECT AND OWNER.
- A.20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY LABORER SAFETY TRAINING.



Revised
Received

PROJECT: A.02	DATE: 10/01/2014	PROJECT: GAINSBY EVENT CENTER ED PEÑA	DATE: 10/01/2014	PROJECT: GAINSBY EVENT CENTER ED PEÑA	DATE: 10/01/2014
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**AGENDA ITEM
EXECUTIVE SUMMARY**



Meeting Date: **March 18, 2026**

Agenda Item:

Consideration and possible action to approve an ordinance on first reading for a Special Use Permit (SUP) to allow the loading/unloading of bulk liquid in a Light Industry ("LI") District located at 2201 N. Commerce Street, bearing a legal description of 23.4100 acres out of Block G, Survey 26, Boyce Tract. Applicant: Frank Cunningham c/o Saint Claire Group, Inc. Attachment (**Planning & Development**)

Prepared By: Ana Hernandez, AICP, CNU-A, CPM

Title: Planning & Development Director/Special Projects Director

Signature: *Ana Hernandez*

Brief Summary:

Project Timeline

- January 26, 2026 – Application for Special Use Permit (SUP) submitted to the City. (**ATTACHMENT I and II**)
- February 19, 2026 – In accordance with State and local law, notice of required public hearings mailed to all property owners within 200 feet of subject tract.
- February 21, 2026 – In accordance with State and local law, notice of required public hearings published in the Valley Morning Star.
- March 10, 2026– Public hearing and consideration of requested Special Use Permit by the Planning and Zoning Commission.
- March 18, 2026 – Public hearing and consideration of requested Special Use Permit via 1st ordinance reading scheduled before the City Commission.
- April 1, 2026 – Pending approval of 1st ordinance reading, consideration of approval of 2nd ordinance reading scheduled before the City Commission.

Summary

- Frank Cunningham, the applicant, is requesting a Special Use Permit to allow a mobile bulk liquid transload operation located at 2201 N. Commerce Street. (**ATTACHMENT III**)
- The property has approximately 1,511.32 feet of frontage along the railroad on North Commerce Street and 328.98 feet of frontage on Wilson Road. The Missouri Pacific Railroad runs through the eastern portion of the property.
- The applicant proposes operating Monday through Saturday, from 8:00 a.m. to 6:00 p.m. Daily operations will involve approximately six (6) operators on-site, with an average of six (6) trailers engaged in loading and unloading bulk liquid for transport from railcar to truck. A total of 3 parking spaces will be required on site. (**ATTACHMENT VI**)
- Surrounding properties are zoned Light Industry ("LI") District to the north, south, east, and west. Adjacent land uses consist of warehouses to the north, south, and west, with a mix of residential dwellings and commercial businesses located to the east. (**ATTACHMENT II & IV**)
- The Fire Prevention Bureau, Harlingen Police Department, and Environmental Services Division have reviewed the application and recommended approval of the Special Use Permit. The Buildings Division reviewed the application and advised that, if the request is approved, the applicant/property owner must submit plans for review and ensure that all construction documents comply with the 2024 International

Building Code and its associated family of codes. (ATTACHMENTS VII - X)

- The Future Land Use Plan (FLUP) component of the Harlingen Horizon – A City on the Rise Comprehensive Plan designates this area for mixed-use development. While the request is not consistent with the Future Land Use Plan, it is compatible with the surrounding land uses. (ATTACHMENT V)
- In accordance with the Zoning Chapter of the Code of Ordinances, the Planning & Zoning (P&Z) Commission and City Commission may impose requirements and conditions of approval as necessary to ensure that a use requested by a Special Use Permit (SUP) is compatible and complementary to adjacent properties.
- To date, the Planning & Zoning Division has not received any opposition to the SUP request. Staff mailed sixteen (16) notices to surrounding property owners.
- The applicant submitted a permit with the Texas Commission on Environmental Quality (TCEQ) and was approved in January 2026 to operate at this location. (ATTACHMENT XI)

Funding (if applicable):

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

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

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

Staff Recommendation:

Staff recommends approval of the Special Use Permit, subject to the following conditions:

1. The applicant shall obtain and maintain all required State and City permits.
2. The applicant shall provide and maintain the required parking spaces in accordance with City regulations.
3. The applicant shall always provide and maintain a Hazard Mitigation Plan while in operation.
4. Hours of operation shall be from 8:00 a.m. to 6:00 p.m., Monday through Saturday.
5. The applicant shall comply with all applicable requirements administered by the Planning and Zoning Division, Building Inspections Division, Fire Prevention Bureau, Police Department, and Environmental Services Division.
6. The applicant will be required to renew the Special Use Permit (SUP) within one (1) year of approval.

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

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

Comments:

ATTACHMENT I

CITY OF HARLINGEN PLANNING AND ZONING DIVISION MASTER APPLICATION

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address 2201 N Commerce Nearest Intersection Commerce and Wilson

(Proposed) Subdivision Name N/A Lot Block

Existing Zoning Designation Industrial Future Land Use Plan Designation: Rail Service

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent: Saint Claire Group, Inc Phone 956-572-0122 FAX N/A

Email Address (for project correspondence only): FrankCunningham@SaintClaireGroupInc.com

Mailing Address: 1225 North Expressway, Ste C1 City Brownsville State TX Zip 78520

Property Owner: RVSC Phone: 956-971-9111 FAX

Email Address (for project correspondence only): jmlerma@riovalleyswitching.com

Mailing Address 101 N. 21st City McAllen State TX Zip 78501

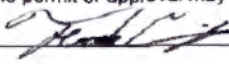
Select appropriate process for which approval is sought. Attach completed checklists with this application.

- | | |
|--|---|
| ☐ 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:

Freedom Commodities would like to commence transload operations (transferring of Ethanol form railcar to truck) in an area designated for same.

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: 22JAN25

Property Owner(s) Signature:  Date: 1-26-26

Accepted by: Date:

ATTACHMENT I

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

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

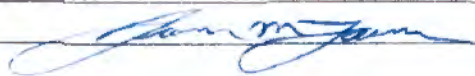
Complete

- ☐ One (1) copy of a comprehensive site plan showing the proposed development of the property. The site plan shall consist of the following items, as applicable:
 - ☐ Existing/proposed building footprints and building heights (or buildable areas for single and two-family residential); and
 - ☐ Locations of proposed uses; and
 - ☐ Ingress and egress to/from property;
 - ☐ Existing/proposed streets in compliance with the City of Harlingen Long Range Thoroughfare Plan; and
 - ☐ Existing/proposed sidewalks; and
 - ☐ Existing/proposed utilities; and
 - ☐ Existing/proposed drainage; and
 - ☐ Existing/proposed parking spaces.
 - ☐ A written statement describing the proposed use(s) of the subject property.
 - ☐ Any other information (elevation drawings, pictures, etc.) in support of the subject request.
-
- I understand that I am requesting an amendment to the City's Zoning Ordinance and it will not be scheduled for Planning and Zoning Commission review unless all items on this list are completed.
 - I understand that in accordance State law and the Zoning Ordinance, no later than ten (10) days prior to consideration by the Planning and Zoning Commission:
 - ☐ A notice will be published in the Valley Morning Star describing the request and the date, time, and location of the public hearing; and
 - ☐ Notices will be mailed to all property owners within 200 feet of the tract describing the request and the date, time, and location of the public hearing.
 - I understand that while all requirements for the submittal of a PDD or SUP request may be complete, the City Commission is the sole authority for the consideration and approval or denial of the request.
 - I understand that the purpose of a PDD or SUP is to allow for development not otherwise authorized in the Zoning Ordinance. Hence, the Planning and Zoning Commission and/or City Commission may impose development standards important to the health, safety, welfare, and protection of the proposed development and the adjacent property and its occupants.

Owner: RIO VALLEY SWIRLING CO. Date: 1-26-26

Owner Address: 101 N. 21st McAllen, TX 79501

Phone/Fax: 956-971-9111

Signature: 

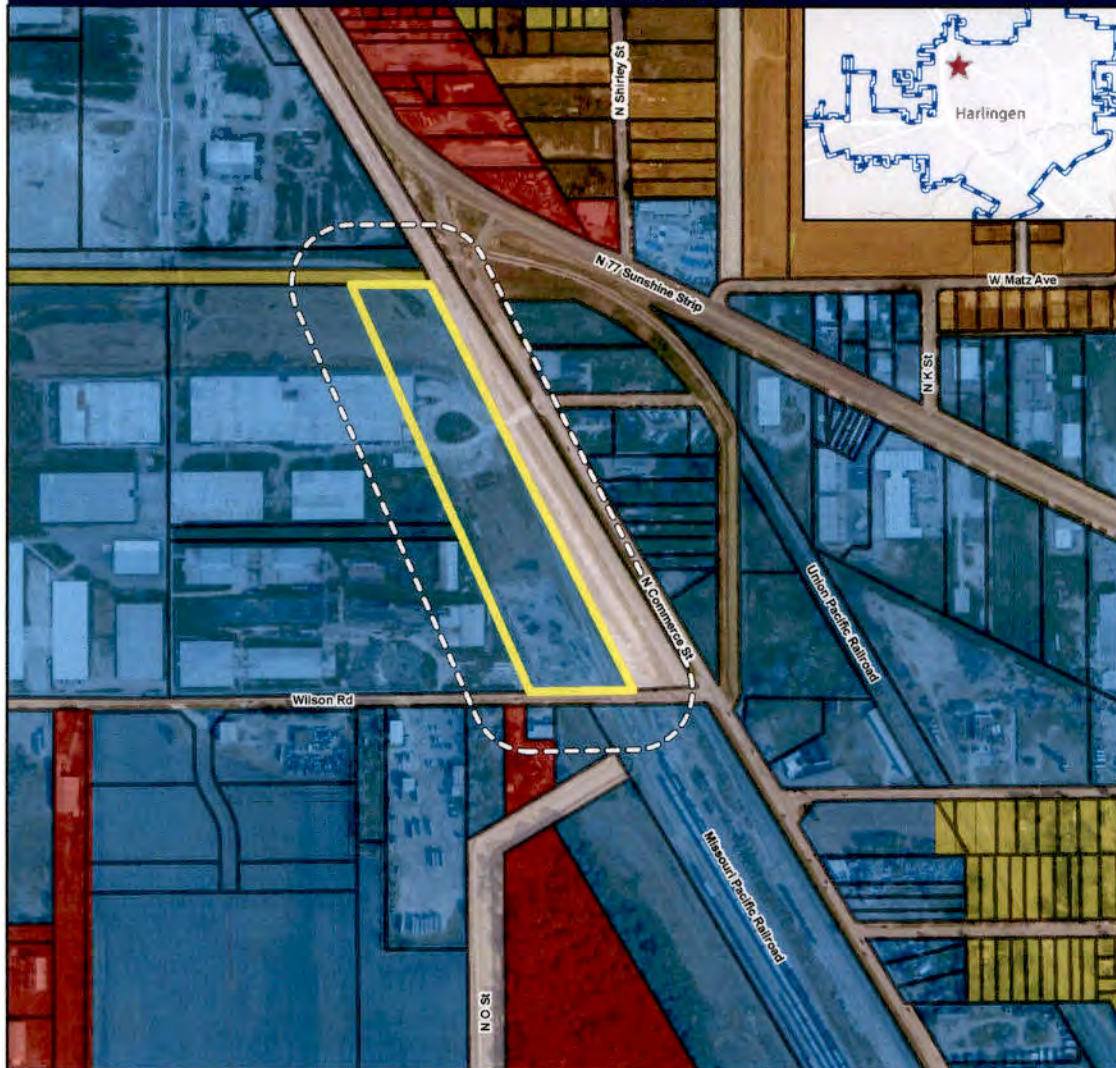
ATTACHMENT II – Zoning Map



Harlingen, Texas
Site Zone Map

Notice:

Request for a Special Use Permit (SUP) to allow the loading/unloading of bulk liquid in a Light Industry ("LI") District located at 2201 N. Commerce Street bearing a legal description of 23.4100 acres out of Block G, Survey 26, Boyce Tract.
Applicant: Frank Cunningham c/o Saint Claire Group, Inc.



Legend

Subject Property: 2201 N Commerce St

200 ft Buffer

Property Parcels

Zone

General Retail

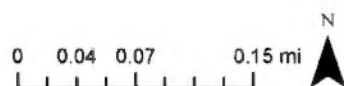
Light Industry

Residential, Single-Family

Residential, Multi-Family

Residential, Mobile Home

Not-Designated



ATTACHMENT III – Street View

View from Wilson Road



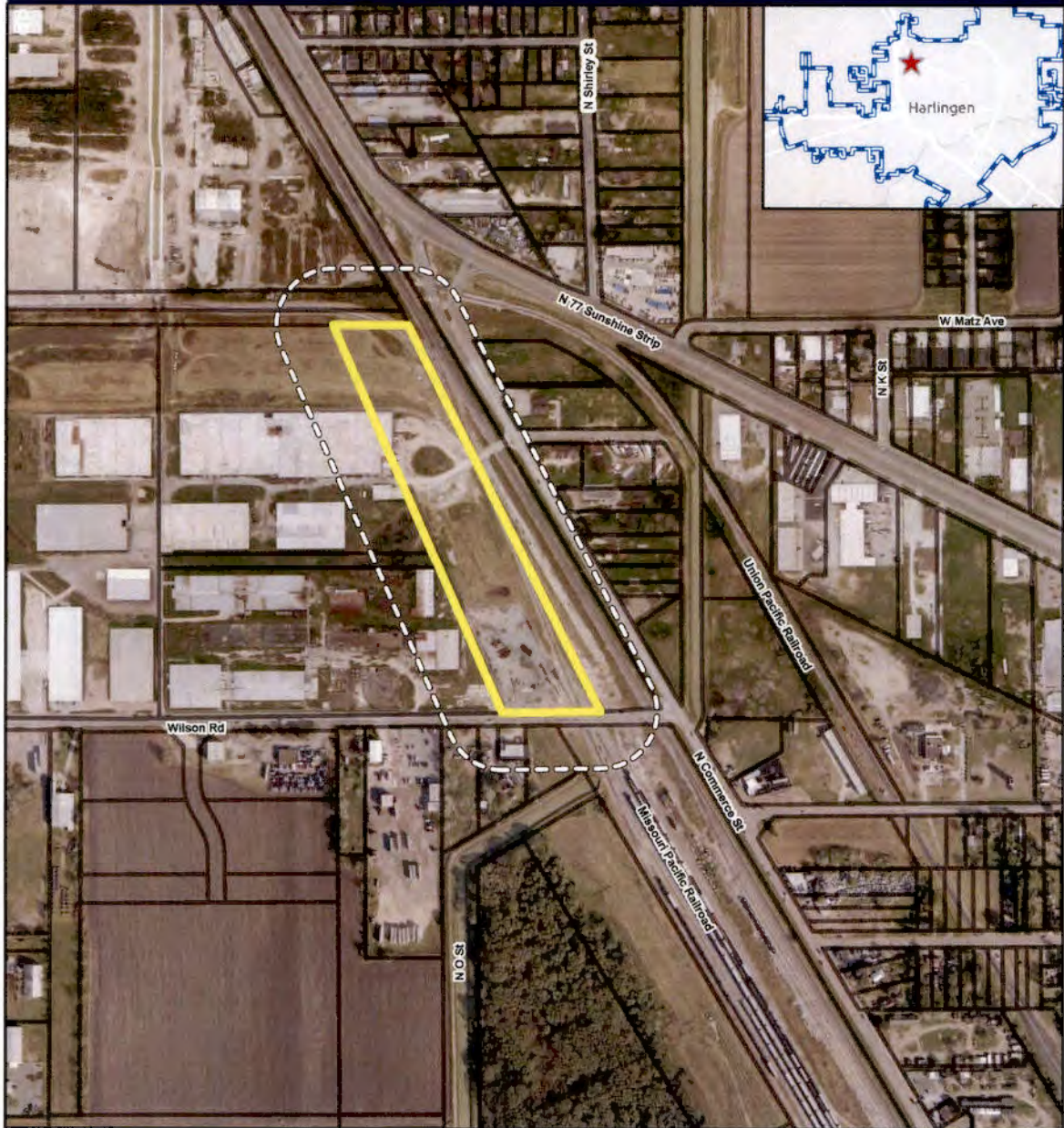
ATTACHMENT IV – Aerial Map



Harlingen, Texas Site Aerial Map

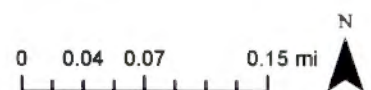
Notice:

Request for a Special Use Permit (SUP) to allow the loading/unloading of bulk liquid in a Light Industry ("LI") District located at 2201 N. Commerce Street bearing a legal description of 23.4100 acres out of Block G, Survey 26, Boyce Tract
Applicant: Frank Cunningham c/o Saint Claire Group, Inc.



Legend

-  Subject Property: 2201 N Commerce St
-  200 ft Buffer
-  Property Parcels



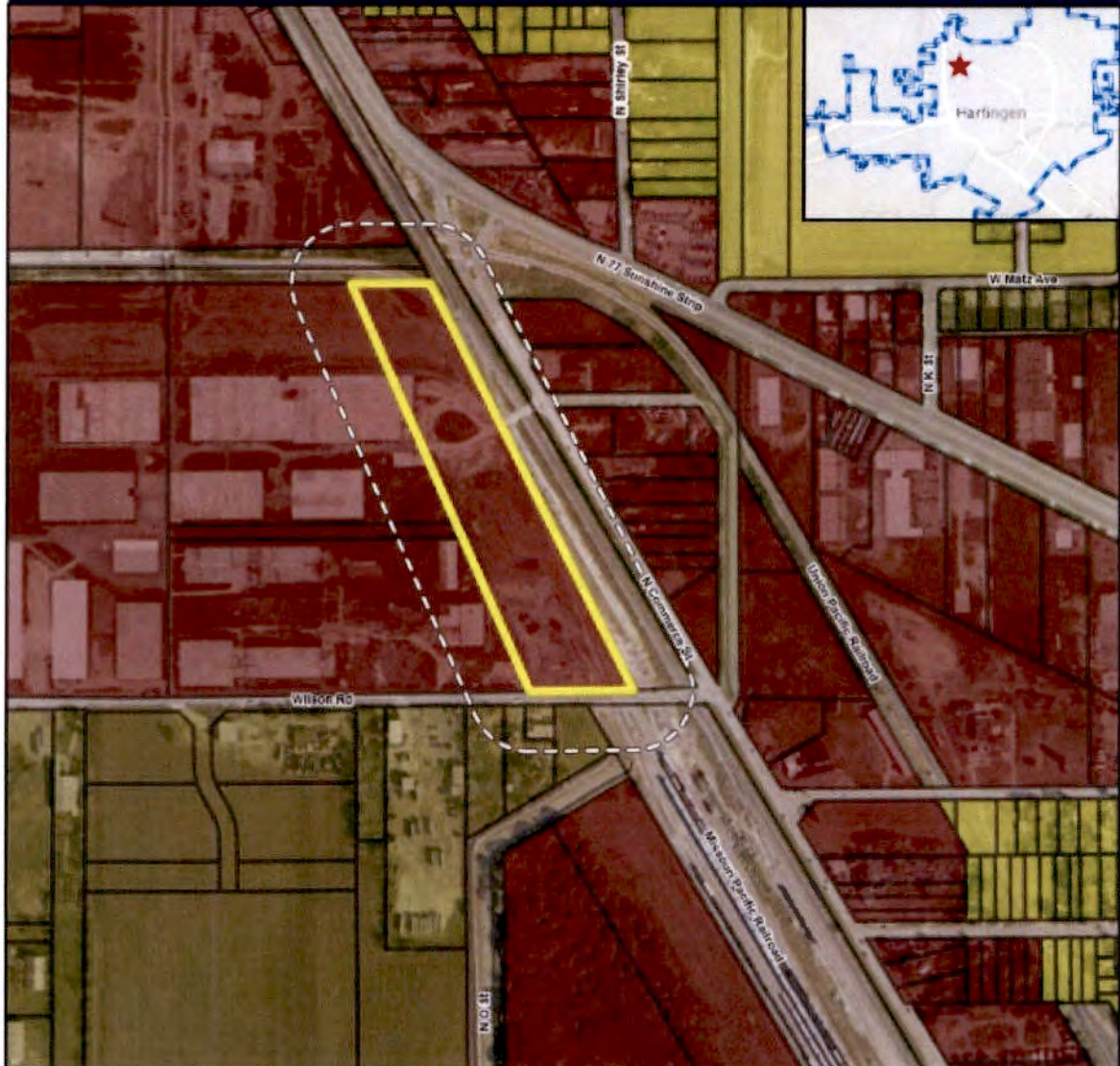
ATTACHMENT V – Future Land Use Plan Map



Harlingen, Texas Site Future Land Use Map

Notice:

Request for a Special Use Permit (SUP) to allow the loading/unloading of bulk liquid in a Light Industry ("LI") District located at 2201 N. Commerce Street, bearing a legal description of 23.4100 acres out of Block G, Survey 26, Boyce Tract.
Applicant: Frank Cunningham c/o Saint Claire Group, Inc.

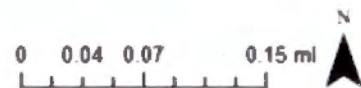


Legend

- Subject Property: 2201 N Commerce St
- 200 ft Buffer
- Property Parcels

Future Land Use Designation

- Mixed Use
- Lower Density Residential
- Medium Density Residential



ATTACHMENT VI – Site Plan





Specific Use Permit ("SUP") Routing Slip

Applicant: Frank Cunningham c/o Saint Claire Group Inc.

Phone No.: (956) 572-0122

Location: 2201 N Commerce Street

Project Description: Request for a Special Use Permit (SUP) to allow the loading /unloading of bulk liquid (ethanol) in a Light Industry ("LI") District located at 2201 N. Commerce Street, bearing a legal description of 23.4100 acres out of Block G, Survey 26m Boyce Tract.

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: February 16, 2026

ATTACHMENT VIII – Buildings



Specific Use Permit ("SUP") Routing Slip

Applicant: Frank Cunningham c/o Saint Claire Group Inc.

Phone No.: (956) 572-0122

Location: 2201 N. Commerce Street

Project Description: Request for a Special Use Permit (SUP) to allow the loading/unloading of bulk liquid (ethanol) in a Light Industry ("LI") District located at 2201 N. Commerce Street, bearing a legal description of 23.4100 acres out of Block G, Survey 26m Boyce Tract.

Department: Building Permits and Inspections Department

Approval: ☐ YES ☐ NO ☒ PENDING

Comments: If request is approved by the Planning Department, temporary structures and uses shall conform to the structural strength, fire safety, means of egress, accessibility, light, ventilation and sanitary requirements of the 2024 International Building Code and family of Codes as necessary to ensure public health, safety and general welfare. Any use of electrical equipment, extension cords, wires or such shall be installed and or placed in accordance with 2023 NEC or Manufacture Installation Instructions. A site survey of the area will be required for any safety hazards.

Raul Rodriguez
Signature

02/19/2026
Date

ATTACHMENT IX



Specific Use Permit ("SUP") Routing Slip

Applicant: Frank Cunningham c/o Saint Claire Group Inc.

Phone No.: (956) 572-0122

Location: 2201 N. Commerce Street

Project Description: Request for a Special Use Permit (SUP) to allow the loading/unloading of bulk liquid (ethanol) in a Light Industry ("LI") District located at 2201 N. Commerce Street, bearing a legal description of 23.4100 acres out of Block G, Survey 26m Boyce Tract.

Department: POLICE

Approval: / YES NO

Comments: ON CONDITION OF A SAFETY AUDIT -
PERTAINING TO HANDLING OF HAZARDOUS
MATERIALS IN PROXIMITY TO RESIDENTIAL
AND BUSINESS AREAS.

MM
Signature

3/6/24
Date



Specific Use Permit ("SUP") Routing Slip

Applicant: Frank Cunningham c/o Saint Claire Group Inc.

Phone No.: (956) 572-0122

Location: 2201 N. Commerce Street

Project Description: Request for a Special Use Permit (SUP) to allow the loading/unloading of bulk liquid (ethanol) in a Light Industry ("LI") District located at 2201 N. Commerce Street, bearing a legal description of 23.4100 acres out of Block G, Survey 26m Boyce Tract.

Department: Environmental Division

Approval: ☒ YES ☐ NO

Comments:

- 1. A Hazard Mitigation Plan shall be maintained at all times during operation.**
- 2. All fuel shall be contained within the boundaries of the subject property.**
- 3. No fuel runoff shall be permitted to enter storm drains or adjacent bar ditches.**

Jose M. Thomas

Signature

02/26/2026

Date

Brooke T. Paup, *Chairwoman*
Catarina R. Gonzales, *Commissioner*
Tonya R. Miller, *Commissioner*
Kelly Keel, *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

January 21, 2026

Mr Neil Williams
Commercial Operations Manager
Freedom Fuels & Commodities LLC
801 Barton Springs Rd
Austin, TX 78704

Permit by Rule Registration Number: 182588L001
Freedom Fuels & Commodities LLC
Project Description/Unit: Freedom Fuel And Commodities Portable
City: Harlingen, Cameron County
Regulated Entity Number: RN112343447
Customer Reference Number: CN606446961
30 TAC § 106.261

This is in response to your Permit by Rule (PBR) registration submitted through the online ePermits process for your facility located near Harlingen, Cameron County. Based on the information submitted and review completed by the Rule Registration Section, this is an acknowledgement that Freedom Fuels & Commodities LLC has certified emissions associated with Freedom Fuel And Commodities Portable under the Permit By Rule(s) listed above. For rule information see: www.tceq.texas.gov/permitting/air/nav/numerical_index.html. Records must be maintained in accordance with Title 30 Texas Administrative Code § 106.8 to demonstrate compliance with the claimed PBRs.

As a reminder, regardless of the authorization mechanism, all facilities must be in compliance and operate in accordance with all rules and regulations of the TCEQ and the U.S. Environmental Protection Agency. Facilities not operating in accordance with these rules and regulations, or that misrepresented or failed to fully disclose all relevant facts in obtaining this authorization may be subject to formal enforcement action.

Permittees must report the operational status for each registered permit by rule registration by December 31st of each year electronically through the State of Texas Environmental Electronic Reporting System (STEERS). More information is available at www.tceq.texas.gov/permitting/air/annual-reporting-requirements-airpermits.

This action is taken under authority delegated by the Executive Director of the TCEQ. If you need further information or have questions, please contact the Rule Registrations Section at (512) 239-1250 or write to the Texas Commission on Environmental Quality, Office of Air, Air Permits Division, MC-163, P.O. Box 13087, Austin, Texas 78711-3087.

Sincerely,

A handwritten signature in black ink that reads "Michael Partee".

Michael Partee, Manager
Rule Registrations Section
Air Permits Division
Texas Commission on Environmental Quality

ORDINANCE NO. 26-

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF HARLINGEN: A SPECIAL USE PERMIT ISSUED TO FRANK CUNNINGHAM C/O SAINT CLAIRE GROUP, INC. TO ALLOW THE LOADING/UNLOADING OF BULK LIQUID IN A LIGHT INDUSTRY ("LI") DISTRICT, LOCATED AT 2201 N. COMMERCE STREET, BEARING A LEGAL DESCRIPTION OF 23.4100 ACRES OUT OF BLOCK G, SURVEY 26, BOYCE TRACT, 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 in Exhibit "A":

Special Use Permit (SUP) issued to Frank Cunningham c/o Sainte Claire Group, Inc. for the loading/unloading of bulk liquid in a Light Industry ("LI") District located 2201 N. Commerce Street, bearing a legal description of 23.4100 acres out of Block G, Survey 26, Boyce Tract.

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

The Special Use Permit is made contingent upon construction being complied in accordance with the site plan, a true and correct copy of which is attached hereto and incorporated herein by reference as Exhibit "A" and shall comply with the conditions as listed below:

1. The applicant shall obtain and maintain all required State and City permits.
2. The applicant shall provide and maintain the required parking spaces in accordance with City regulations.
3. The applicant shall always provide and maintain a Hazard Mitigation Plan while in operation.
4. The applicant shall maintain the required parking in accordance with City regulations.
5. Hours of operation shall be from 8:00 a.m. to 6:00 p.m., Monday through Saturday.
6. The applicant shall comply with all applicable requirements administered by the Planning and Zoning Division, Building Inspections Division, Fire Prevention Bureau, Police Department, and Environmental Services Division.

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 _____, 2026 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:

Mayra Herrera, City Secretary

Exhibit "A"



**AGENDA ITEM
EXECUTIVE SUMMARY**

10/9

Meeting Date: **March 18, 2026**

Agenda Item:

Consideration and possible action to approve an ordinance on second and final reading to abandon and vacate an existing 20-foot utility easement located within Midway Subdivision, being a 0.30 acre out of Lots 1-9, Block 4, Midway Subdivision, located at 3744 N. Expressway 77. Applicant: Emiliano Rosel of Moore Land Surveying, LLC, c/o Harlingen Oak LLC. Attachment (**Planning & Development**)

Prepared By: Ana Hernandez, AICP, CNU-A
Title: Planning and Development Director/
Special Project Director

Signature: *Ana Hernandez*

Brief Summary:

Project Timeline

- November 29, 1946 – Midway Subdivision was recorded.
- December 12, 2025 – Application for abandonment of a utility easement submitted to the City. Application deemed incomplete pending submittal of utility letters. (**ATTACHMENT I-III**)
- February 11, 2026- Letters of clearance from utility companies submitted to the City. Application deemed complete.
- February 11, 2026 – Application routed to City Engineer for review.
- February 11, 2026 – City Engineer submits memo recommending approval of easement abandonment.
- March 4, 2026 – Consideration of the utility easement abandonment before the City Commission on First Ordinance Reading.
- March 18, 2026 – Pending approval of First Ordinance Reading, consideration of approval on Second Ordinance Reading scheduled before the City Commission.

Summary

- Harlingen Oak LLC, the applicant and property owner, is requesting that the 20-foot-wide utility easement be abandoned and vacated to allow for the construction of a building that will house Southern Careers Institute Welding Academy on the subject property. (**ATTACHMENT II and III**). The subject easement interferes with the owner's planned use of the property.
- Midway Subdivision was recorded on November 29, 1946. (**ATTACHMENT IV**).
- The subject property is currently vacant. It has 300 feet of frontage on Expressway 77 and 653.40 feet of frontage on Grace Avenue. There is an existing 20-foot-wide utility easement that runs through the center of the subject property. The property owner is proposing to abandon the 20-foot-wide utility easement to allow for the construction of a 33,005 sq ft. welding academy for Southern Careers Institute. (**ATTACHMENT V-VIII**).

- The total investment in the project is \$1,500,000.
- The requested utility easement abandonment has been reviewed and approved by the City Engineer and the appropriate utility companies. (**ATTACHMENT XIV and XV**).
- The attached ordinance will abandon and vacate the 20-foot-wide utility easement.

Funding (if applicable):

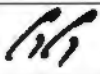
Are funds specifically designated in the current budget for the full ☐ Yes ☐ No*
amount for this purpose?

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

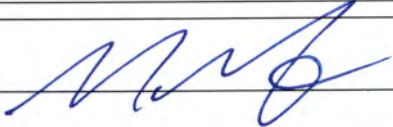
Finance Director's approval: ☐ Yes ☐ No ☐ N/A

Staff Recommendation:

Staff recommends approval.

City Manager's approval:  ☒ 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 GRACE AVE. Nearest Intersection US EXPRESSWAY 77 & GRACE AVE.
(Proposed) Subdivision Name MIDWAY SUBDIVISION Lot _____ Block _____
Existing Zoning Designation GR Future Land Use Plan Designation _____

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

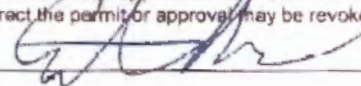
Applicant/Authorized Agent EMILIANO ROSEL Phone 956-929-1615 FAX _____
Email Address (for project correspondence only): EROSL.MLS@GMAIL.COM
Mailing Address 14216 PALIS DR. City LA FERIA State TX Zip 78559
Property Owner: HARLINGEN OAK LLC Phone _____ FAX _____
Email Address (for project correspondence only): chamby2136@aol.com
Mailing Address 1701 DIRECTORS BLVD STE 800 City AUSTIN State TX Zip 78735

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: ABANDON AN EXISTING UTILITY EASEMENT

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: 12/12/25

Property Owner(s) Signature: _____ Date: _____

Accepted by: _____ Date: _____

**RIGHT-OF-WAY/ UTILITY EASEMENT ABANDONMENT
SUBMITTAL CHECKLIST**

Please submit the following items. The project cannot be reviewed for compliance unless all applicable items have been submitted and are complete.

Submit

- ☒ Letter requesting abandonment.
- ☒ Survey/Map of the area affected by abandonment
- ☐ Letters from all appropriate utility companies (i.e. HWWWS, AEP, Time Warner Cable, Magic Valley Electric, Texas Gas Service, AT&T, Irrigation District and Drainage District)
- ☒ Recording instrument along with a metes and bounds description.

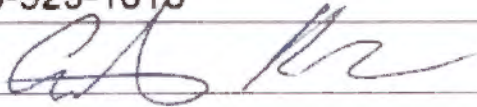
Important Notes

- I understand the right-of-way abandonment is reviewed by appropriate City departments after a complete submittal. It will not be scheduled for City Commission unless all items on this list are completed.
- I understand that in accordance with State and local statute, notice of public hearing for abandonment is advertised in local newspaper.
- I understand that a Public hearing and two ordinance readings are required before City Commission.
- I understand that while all requirements for submittal of the right-of-way/ utility easement abandonment request may be complete, the City Commission is the sole authority for the consideration and approval or denial of the request.

Applicant: EMILIANO ROSEL Date: 12/12/25

Applicant Address: 14216 PALIS DR. LA FERIA TX 78559

Phone/Fax: 956-929-1615

Signature: 

Moore Land Surveying, LLC

14216 Palis Drive
La Feria, TX 78559

(956)245-0988
(956)245-4651

TBPLS Firm No. 10194186
TBPE Firm No. 19190

Ms. Sol Nunez
Harlingen Planning and Zoning Dept.
502 E. Tyler Ave.
Harlingen, TX 78550

December 11, 2025

RE: EASEMENT ABANDONMENT FOR "MIDWAY SUBDIVISION"

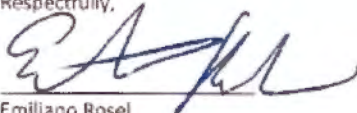
Ms. Nunez:

On behalf of our clients, Moore Land Surveying, LLC is requesting the abandonment of a 0.30 acre easement within the original Midway Subdivision platted property.

Enclosed is a copy of an exhibit showing the easement to be abandoned as well as a survey of the property showing the easement. Please confirm that the abandonment of the easement is acceptable to your organization and that you have no utilities in the referenced easement.

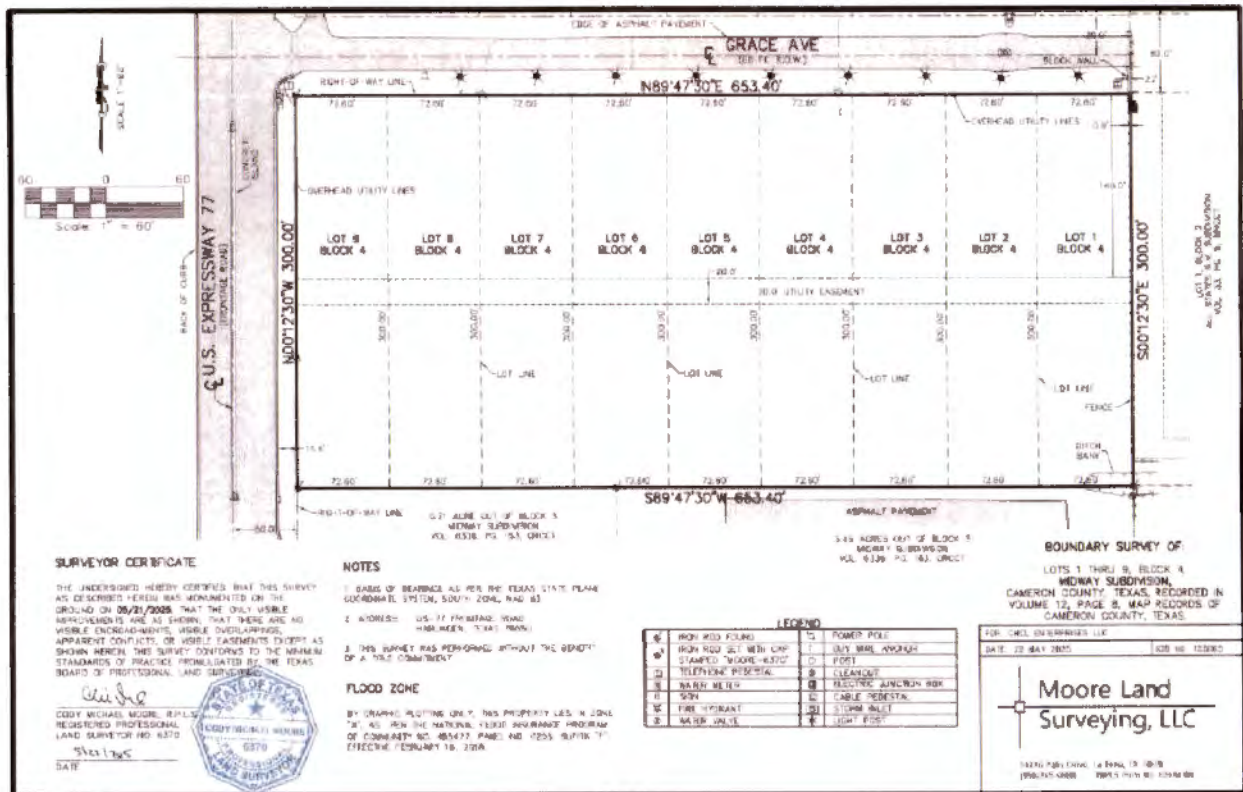
Should you have any questions feel free to contact myself at 956-929-1615 or erosel.mls@gmail.com.

Respectfully,

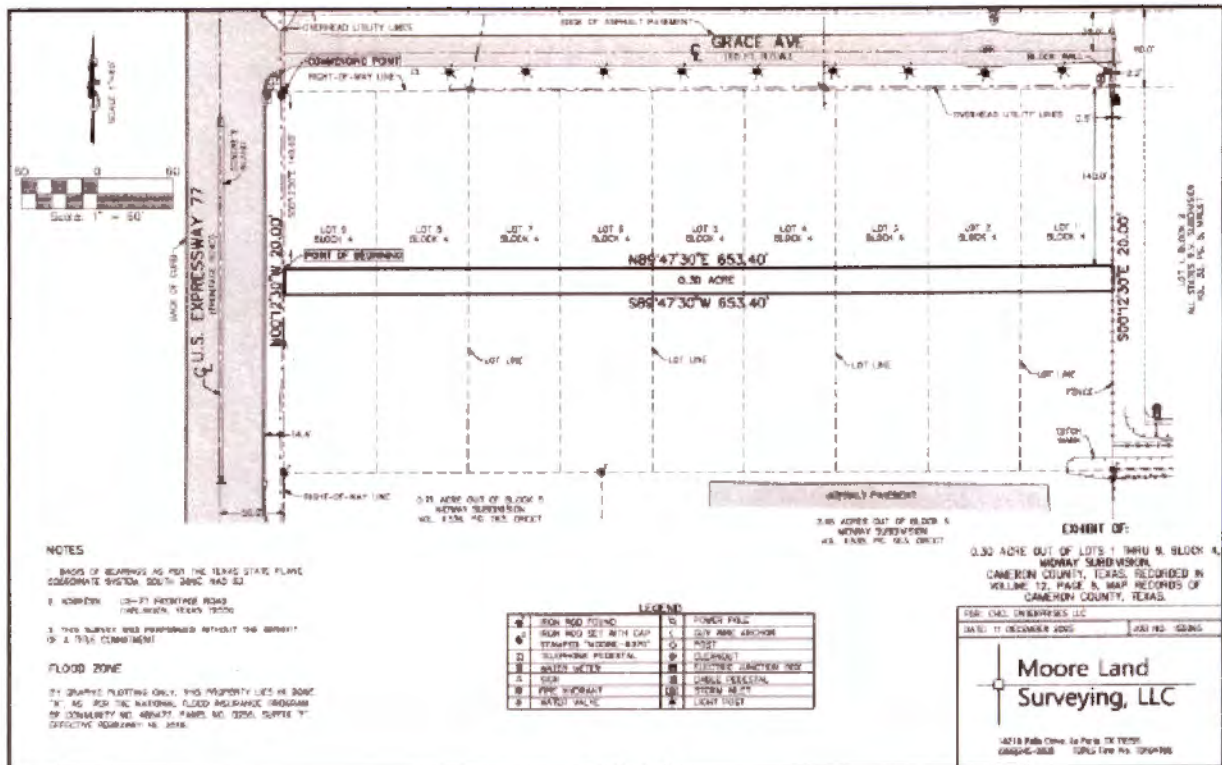


Emiliano Rosel
Moore Land Surveying, LLC

Attachment II



Attachment III



Moore Land Surveying, LLC

14216 Palis Dr., La Feria, TX 78559

(956)245-0988

TBPLS Firm No. 10194186

December 11, 2025

METES AND BOUNDS 0.30 ACRE OF LAND

BEING 0.30 ACRE OF LAND out of Lots 1 thru 9, Block 4, Midway Subdivision Cameron County, Texas, recorded in Volume 12, Page 8, Map Records of Cameron County, Texas; said 0.30 acre of land being more particularly described by metes and bounds as follows:

COMMENCING at an iron rod found, for the Northwest corner of Lot 9, Block 4, Midway Subdivision, being on the South right of way of Grace Avenue (having 60 feet of right of way),

THENCE along the West boundary of Lot 9, **SOUTH 00 DEG. 12 MIN. 30 SEC. EAST** a distance of **140.00 FEET** to a point, for the Northwest corner and **POINT OF BEGINNING** of the tract herein described;

1) **THENCE NORTH 89 DEG. 47 MIN. 30 SEC. EAST** a distance of **653.40 FEET** to a point on the East boundary of Lot 1, for the Northeast corner of the tract herein described;

2) **THENCE** along the East boundary of Lot 1, **SOUTH 00 DEG. 12 MIN. 30 SEC. EAST** a distance of **20.00 FEET** to a point, for the Southeast corner of the tract herein described;

3) **THENCE** leaving the East boundary of Lot 1, **SOUTH 89 DEG. 47 MIN. 30 SEC. WEST** a distance of **653.40 FEET** to a point on the West boundary of Lot 9, for the Southwest corner of the tract herein described;

4) **THENCE** along the West boundary of Lot 9, **NORTH 00 DEG. 12 MIN. 30 SEC. WEST** a distance of **20.00 FEET** to the **POINT OF BEGINNING**; containing 0.30 acre of land within these metes and bounds.

Basis of bearings are as per the Texas State Plane Coordinate System, South Zone, NAD 83.



Cody Michael Moore, R.P.L.S.

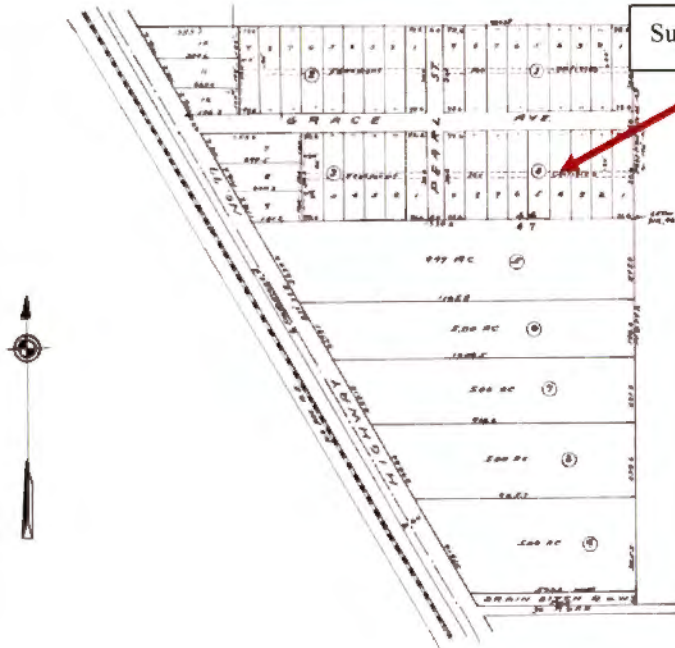
Registered Professional Land Surveyor No. 6370

12/11/2025

Date



Attachment IV



22004

MAP OF MID-WAY SUBDIVISION

BEING A SUBDIVISION OF 3187 ACRES
OUT OF BLOCKS 46 AND 47, DAVID STEPHENSON
SUBDIVISION SURVEY NO 26 CAMERON CO TEXAS

Scale: 1"=200'

OK Ralph T. Dyer
By Secretary
OK D. T. Davis
County Engineer

Filed for record this 29 day of Nov. 1946 at 11 o'clock A.M. and duly
recorded this 5 day of December, 1946 at 2 o'clock P.M. in the Map
Records of Cameron Co., Texas in Vol. 12 page 8

M. D. Sengs County Clerk
Cameron Co., Texas
By I. Zarate Deputy

Subject Easement

And it is further presented that the
Albert Schuch and Oscar B. Taylor owners of
the property herein described as Mid-Way Sub-
division do hereby dedicate and confirm the same
map of Mid-Way Subdivision and do hereby and
their heirs, assigns and assigns forever grant and
convey unto the public the streets and easements
herein shown and maintain over
across and under, said streets, up and down,
between power lines, telephone lines, drain
ditches and pipe lines and other conduits
in the public interest

Albert Schuch
owner
Oscar B. Taylor
owner

State of Texas
County of Cameron

Before me the undersigned authority
on this day personally appeared Albert Schuch
and Oscar B. Taylor, known to me to be the
persons whose names are subscribed to the
purposes in instrument and acknowledged to
me that they executed same for the purposes
and considerations therein expressed

Given under my hand and seal of
office this 30 day of November, 1946.



Tom B. Bowman, Notary Public
in and for Cameron Co., Tex.

State of Texas
County of Cameron

I, H. E. Snow, a Civil Engineer, do hereby
certify that the above is a true and correct map
of the subdivision of 3187 acres of land out
of blocks 46 and 47, David Stephenson Subdivision
Survey No. 26 Cameron Co., Texas, as directed
by me on the ground.

H. E. Snow
Civil Engineer

State of Texas
County of Cameron

Subscribed and sworn to before me, a
Notary Public this 30 day of November, 1946.



Tom B. Bowman, Notary Public
in and for Cameron Co., Tex.

Approved by County Commission Cameron
Co., Texas this 29 day of November, 1946.

Oscar C. Dancy
County Judge, Cameron Co.,
Tex.

Attachment V

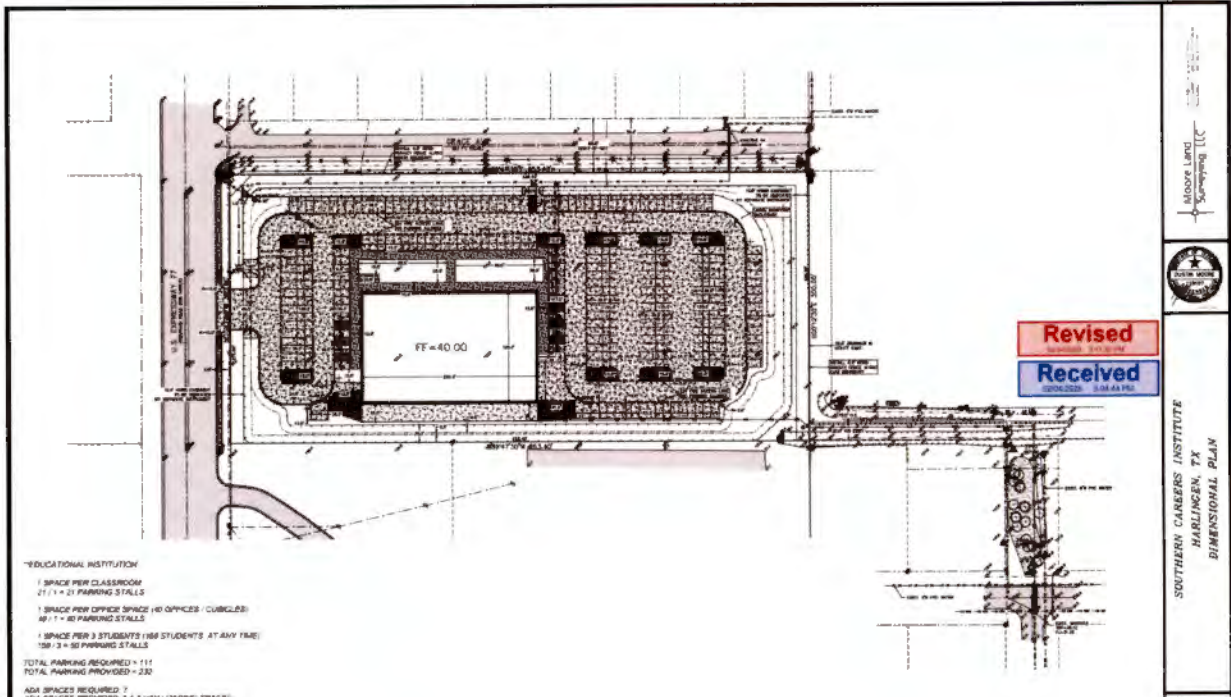


Attachment VI

View from the west on US
Frontage Rd. 77



Attachment VIII



Attachment IX

Joel Olivo

From: Roberto Hernandez
Sent: Tuesday, February 10, 2026 5:22 PM
To: Joel Olivo; Nadia Lopez
Subject: Re: Utility Easement Abandonment

Hello Joel,

I have no objection to the utility easement abandonment.

Thanks,

Roberto Hernandez, PE, CFM, MS
City Engineer
City of Harlingen
24200 FM 509, Harlingen, TX 78550
Office: (956) 216-5280



From: Joel Olivo <jolivo@harlingentx.gov>
Sent: Tuesday, February 10, 2026 3:41 PM
To: Roberto Hernandez <rhernandez@harlingentx.gov>; Nadia Lopez <nlopez@harlingentx.gov>
Subject: FW: Utility Easement Abandonment

Robert and Nadia,

Attached is the pending letter from AT&T regarding the easement abandonment. Thanks.

Joel Olivo
Assistant Planning and Development Director
City of Harlingen

From: Joel Olivo
Sent: Tuesday, February 10, 2026 2:56 PM
To: Roberto Hernandez <RHernandez@harlingentx.gov>; Nadia Lopez <nlopez@harlingentx.gov>
Subject: Utility Easement Abandonment

Attachment X



BOUNDLESS ENERGY™

December 23, 2025

L.M.B. Partnership, Ltd.,
P.O. Box 593
Mission, Texas 78573

Re: Vacating a 20' Utility Easement at Midway Subdivision, Harlingen, Texas 78550

To Whom It May Concern,

AEP Texas Inc (AEP) has reviewed your request regarding a 20' foot utility easement located at Midway Subdivision, Harlingen, Texas 78550 and further described as 0.30 acre out of Lots 1 thru 9, Block 4, MIDWAY SUBDIVISION, an addition to the City of Harlingen, Cameron County, Texas.

AEP has determined that we have no interest and do hereby relinquish any right to any future distribution use of the designated 20' foot dedicated easement shown on the attached **Exhibit "A & B"** for of Lots 1 thru 9, Block 4, MIDWAY SUBDIVISION.

AEP Texas Inc does not hereby abandon or release any other easements on the property it might have obtained through plats, prescriptive rights, or easements whether of record or not.

Please do not hesitate to contact AEP if you have further questions at (956) 626-2613.

Sincerely,
AEP TEXAS INC

A handwritten signature in black ink, appearing to read "Rubi Rodea".

Rubi Rodea
Right-of-Way Agent
Rio Grande Valley District

Attachment XI



Emiliano Rosel <erosel.mls@gmail.com>

Midway Subdivision - Easement Abandonment

Tom McLemore <tmlcmore@hidcc1.org>

Mon, Dec 15, 2025 at 2:41 PM

To: Emiliano Rosel <erosel.mls@gmail.com>, Daniel Villafranco <danielvillafranco@hidcc1.org>

Cc: DUSTIN MOORE <d.moorelandsurveying@gmail.com>

We have no objection to the abandonment.

Tom McLemore

General Manager

Harlingen Irrigation District

Office: 956-423-7015

Cell: 956-367-6599

[Quoted text hidden]

Attachment XII

Board of Directors

President

Steve Jennings

Secretary

Jerome Wade

Vice-President

Nicholas Consiglio

Cameron County Drainage District # 5

221 E. Van Buren Ave, Suite 4

Harlingen, Texas 78550

956-423-6411

www.cccd5.org

General Manager

Rolando Vela

Assistant General Manager

Veronica Larraga

Engineer

Jack L. Brown

Attorney

Buddy R. Dossett

December 18, 2025

Emiliano Rosel, P.E.
Moore Land Surveying, LLC
14929 Palis Drive
La Feria, Texas 78559

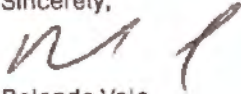
RE: 0.30 Acre Easement / Original Midway Subdivision

Dear Mr. Rosel,

Please be advised that the drainage district does not have any easements or utilities on the 0.30-acre easement you are proposing to abandon on the original Midway Subdivision.

Please let me know if you have any questions.

Sincerely,



Rolando Vela
General Manager



2/5/26

REF: Easement abandonment

Being .30 acres out of lots 1 thru 9, Block 4

Midway Subdivision

Attention: Moore Land Surveying, LLC

14216 Palis Dr. La Feria, Tx. 78559

To whom it may concern:

In reference to this easement abandonment, Spectrum's has no objection to the abandonment of this easement. Spectrum has no utilities going thru this easement between Lots 1 thru 9, Block 4 of Midway Subdivision. Any questions, I can be reached at 956-412-5489 and my e-mail address is Robert.Martinez@charter.com.

Sincerely,

A handwritten signature in black ink that reads "Robert Martinez".

Robert Martinez

RGV Construction Coordinator

Supervisor Angel Hernandez

Attachment XIV



HARLINGEN
WATERWORKS
SYSTEM

January 21, 2026

Moore Land Surveying, LLC
14216 Palis Drive
La Feria, Tx 78559

Dear Moore Land Surveying, LLC:

In reply to your request for the abandonment of a 0.30 acre utility easement dedication running along the middle of Midway Subdivision, The City of Harlingen Waterworks has no objection to the abandonment of this utility easement as shown on the original recorded plat of Mid-Way Subdivision as recorded in Volume 12 Page 8 of the Map of Records of Cameron County, Texas.

Sincerely,

A handwritten signature in blue ink that reads "David Vasquez". The signature is fluid and cursive, with the first name "David" and last name "Vasquez" clearly legible.

David Vasquez
Engineering Department



AT&T Texas
7602 Spring Cypress Road
Spring, TX 77379

LETTER OF NO OBJECTION TO ENCROACHMENT

Southwestern Bell Telephone Company, LLC d/b/a AT&T Texas has no objection to the release of a twenty foot (20') wide Public Utility Easement dedicated by plat. Said easement is aligned in a generally east-west orientation through the center of the lots as shown on Exhibit "A" attached hereto. The subject property being further described as follows:

All of Lots 1-9, Block 4, MIDWAY SUBDIVISION, situated in the City of Harlingen, Cameron County, Texas, according to the plat recorded in Volume 12, Page 8, Map Records, Cameron County, Texas (M.R.C.C.T.).

AT&T does not have facilities within this utility easement. Full release of the platted easement does not adversely affect our delivery of utility infrastructure.

Southwestern Bell Telephone Company d/b/a AT&T Texas
a Delaware Corporation

By: C. Brandon Luna
C. Brandon Luna (Feb 10, 2026 15:08:33 CDT)
Name: C. Brandon Luna
Title: Sr. OSP Design Engineer
Date: 10-Feb-2026

ORDINANCE NO. 2026 - _____

AN ORDINANCE ABANDONING AND VACATING AN EXISTING 20-FOOT-WIDE UTILITY EASEMENT LOCATED WITHIN MIDWAY SUBDIVISION, BEING A 0.30 ACRE OUT OF LOTS 1-9, BLOCK 4, MIDWAY SUBDIVISION, LOCATED AT 3744 N. EXPRESSWAY 77.

WHEREAS, an existing 20-foot wide utility easement being a 0.30 acre out of Lots 1-9, Block 4, Midway Subdivision, Cameron County, Texas; and

WHEREAS, a request has been made by Harlingen Oak LLC, which is the landowner for the subject lot containing the utility easement to be abandoned;

WHEREAS, the said utility easement interferes with the future development of the subject property; and

WHEREAS, the City Commission finds and determines that it is in the best interest of economic development to abandon the easement:

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

SECTION I: That the existing 20-foot-wide utility easement being a 0.30 acre out of Lots 1-9, Block 4, Midway Subdivision, Harlingen, Cameron County, Texas, according to the map recorded in Volume 12, Page 8, Map Records of Cameron County, Texas, is hereby abandoned and vacated, as described in Exhibit "A".

FINALLY ENACTED this 18th day of March, 2026 at a regular meeting of the 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:

Mayra Herrera, City Secretary

Exhibit "A"

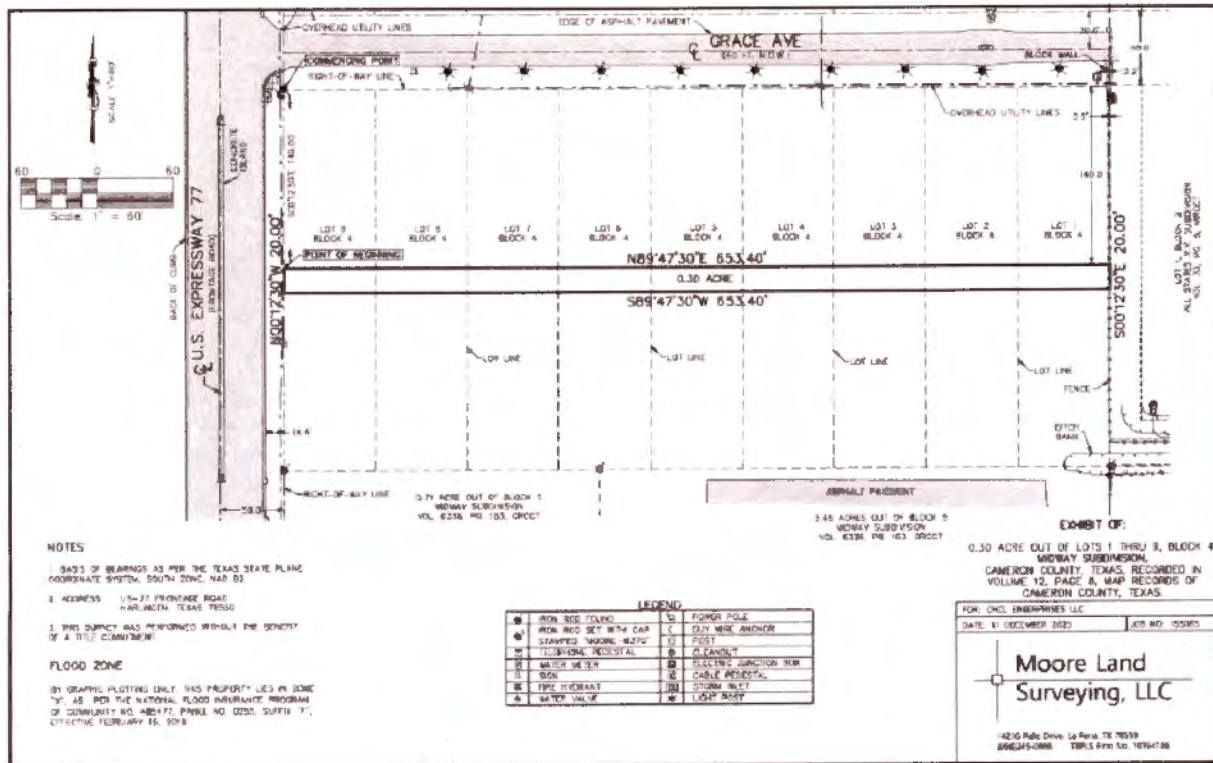


Exhibit "A"

Moore Land Surveying, LLC

14216 Palis Dr., La Feria, TX 78559

(956)245-0988

TBPLS Firm No. 10194186

December 11, 2025

METES AND BOUNDS 0.30 ACRE OF LAND

BEING 0.30 ACRE OF LAND out of Lots 1 thru 9, Block 4, Midway Subdivision Cameron County, Texas, recorded in Volume 12, Page 8, Map Records of Cameron County, Texas; said 0.30 acre of land being more particularly described by metes and bounds as follows:

COMMENCING at an iron rod found, for the Northwest corner of Lot 9, Block 4, Midway Subdivision, being on the South right of way of Grace Avenue (having 60 feet of right of way);

THENCE along the West boundary of Lot 9, **SOUTH 00 DEG. 12 MIN. 30 SEC. EAST** a distance of **140.00 FEET** to a point, for the Northwest corner and **POINT OF BEGINNING** of the tract herein described;

1) **THENCE NORTH 89 DEG. 47 MIN. 30 SEC. EAST** a distance of **653.40 FEET** to a point on the East boundary of Lot 1, for the Northeast corner of the tract herein described;

2) **THENCE** along the East boundary of Lot 1, **SOUTH 00 DEG. 12 MIN. 30 SEC. EAST** a distance of **20.00 FEET** to a point, for the Southeast corner of the tract herein described;

3) **THENCE** leaving the East boundary of Lot 1, **SOUTH 89 DEG. 47 MIN. 30 SEC. WEST** a distance of **653.40 FEET** to a point on the West boundary of Lot 9, for the Southwest corner of the tract herein described;

4) **THENCE** along the West boundary of Lot 9, **NORTH 00 DEG. 12 MIN. 30 SEC. WEST** a distance of **20.00 FEET** to the **POINT OF BEGINNING**; containing 0.30 acre of land within these metes and bounds.

Basis of bearings are as per the Texas State Plane Coordinate System, South Zone, NAD 83.

C. Moore

Cody Michael Moore, R.P.L.S.

Registered Professional Land Surveyor No. 6370

12/11/2025

Date



**AGENDA ITEM
EXECUTIVE SUMMARY**

100(15)

Meeting Date: **March 18, 2026**

Agenda Item:

Consideration and possible action to approve the preliminary construction plans and final plat with conditions of the proposed Aloch II Subdivision, bearing a legal description of 1.959 acres of land out of 8.53 acres out of the South half of Block 23, of the amended Lon C. Hill Subdivision, located east of Rangerville Road, approximately 2,578.94 feet south of South Expressway 83. Applicant: Southpoint Surveying c/o Aloch Properties. Attachment **(Planning & Development)**

Prepared By: Ana Hernandez, AICP, CNU-A
Title: Planning and Development Director
Signature: *Ana Hernandez*

Brief Summary:

Project Timeline

- July 2, 2025 – Original Preliminary Construction Plans and Final Plat application submitted to the City. **(ATTACHMENT I)**
- July 23, 2025 – Comments outlining deficiencies sent to Engineer.
- December 19, 2025 – Original Preliminary Construction Plans and Final Plat resubmitted to the City.
- January 12, 2026 – Comments outlining deficiencies sent to Engineer.
- January 27, 2026 – Original Preliminary Construction Plans and Final Plat resubmitted to the City.
- February 10, 2026 – Preliminary construction plans and final plat deemed complete.
- March 10, 2026 – Consideration of the preliminary construction plans and final plat with conditions by the Planning and Zoning Commission.
- March 18, 2026 – Consideration of the preliminary construction plans and final plat with conditions by the City Commission.

Summary:

- The proposed Aloch II Subdivision consists of one commercial lot. The subdivision is inside City Limits, located east of Rangerville road.
- The proposed development is consistent with the General Retail (Commercial) zoning designation.
- All drainage improvements will be designed in accordance with the City's current standards, including compliance with the 50-year storm event requirement.
- Water and wastewater services for the proposed development will be provided by the Harlingen Waterworks System (HWWWS).
- Park fees will be assessed for the subdivision at a rate of \$475.00 per unit. The proposed development consists of multi-family dwelling units.

- Park fees will be collected at the time of building permit issuance and will be calculated based on the total number of units included in the development.
- These funds will be allocated to Park Zone 2, the southeast zone, in accordance with the City's parkland dedication requirements.
- All items identified on the preliminary and final plat checklist will be addressed prior to the recording of the final plat.

Staff Recommendation:

Staff recommends approval of the preliminary construction plans and final plat, with the following conditions:

1. Requirements from the Engineering Department, HWWS, Fire Prevention Bureau, and Planning Division, as outlined in the attached comments. **(ATTACHMENT V – IX)**

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

City Manager's approval:

CG

☒

Yes

☐

No

☐

N/A

Comments:

City Attorney's approval:

[Signature]

☒

Yes

☐

No

☐

N/A

Attachment I—Subdivision Application

CITY OF HARLINGEN PLANNING AND ZONING DIVISION MASTER APPLICATION

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address Brown Pelican Ln Nearest Intersection Brown Pelican Ln & Sandpiper
(Proposed) Subdivision Name Pelican's Landing Ph. IV Lot 40 Block 10, 11, 12
Existing Zoning Designation SF-1 Future Land Use Plan Designation SF-1

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent Emiliano Rosel Phone 956-929-1615 FAX _____
Email Address (for project correspondence only): erosel.mls@gmail.com
Mailing Address 14216 Palir Dr. City La Feria State TX Zip 78559
Property Owner Har-Tex Construction, LLC Phone 956-535-4408 FAX _____
Email Address (for project correspondence only): _____
Mailing Address 1275 N. Stuart Place Rt 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/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: Next phase in Master Plan development of Pelican's Landing Subdivision

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: 8/1/05/06

Property Owner(s) Signature: _____ Date: _____

Accepted by: _____ Date: _____

Attachment III — Aerial View

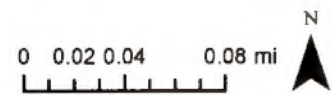


Harlingen, Texas
Site Aerial Map



Legend

-  Subdivision: Aloch II
-  Property Parcels
-  Harlingen City Limits



Attachment IV — Street View

Street View from Rangerville
Road





Planning and Development Department
502 E. Tyler Avenue
Harlingen, TX 78550
(956) 216-5101

02/10/2026

Southpoint Texas Surveying
Attn: Nick Perez
1409 N. Stuart Place Rd.
Harlingen, Texas 78552

Re: Aloch II Subdivision

Dear Mr. Perez,

City staff reviewed the preliminary plans and final plat of the proposed “**Aloch II Subdivision**” submitted on January 27, 2026. The application is considered complete, subject to a list of conditions from different city departments. If you agree with the listed conditions, please visit the Planning and Development office to pay the \$150.00 subdivision application fee. Once the payment is received, the proposed subdivision will be considered “filed” and staff will place the subdivision in the next scheduled meeting of the Planning and Zoning Commission.

Preliminary and Final:

1. Pursuant to Sec. 109.91 – (c)(3)(e) of the Code of Ordinances Chapter 109 – Subdivisions, all new monuments set at subdivision corners shall be set to a sufficient depth to retain a stable and distinctive location, encased in concrete where location permits, shall be marked in a way that is traceable to the responsible surveyor, and shall conform to the appropriate state statutes.
 - a. Please provide elevations for these points.
2. All other applicable fees must be paid prior to recording of the final plat.

Thank you,

A handwritten signature in blue ink that reads 'Soledad A. Núñez'.

Soledad A. Núñez, CNU-A
City Planner



Engineering Department | 24200 FM 509, Harlingen, Texas 78550

February 10, 2026
Nadia M. Lopez, PE
Assistant City Engineer

Mr. Joel Olivo
Assistant Director for Planning and Development
502 E. Tyler Ave., Harlingen, Texas 78550

RE: REVIEW OF ALOCH II PRELIMINARY/FINAL PLAT, 3rd SUBMITTAL

Dear Mr. Olivo,
Engineering does not have any additional comments at this time regarding the preliminary construction documents for the above-mentioned subdivision per Section 109-128.(a) of the City of Harlingen City Ordinances.

- ☒ Approved
- ☐ Approved with Conditions
- ☐ Disapproved

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

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

Sincerely,

A handwritten signature in blue ink that reads 'Nadia M. Lopez, PE'.

Nadia M. Lopez, PE



Subdivision Review

Subdivision Name: Aloch II – 3rd Submittal

Proposed Use: 1 Lot Commercial

Location: Located on the east side of Rangerville Road south of Expressway 83

Developer: Karla Ochoa-Allen

Engineer: Southpoint Surveying / (956) 368-5074
NPerez@southpointsurveying.com

Approval: ____ Yes ☒ Yes with Comments ____ No

Comments: 1. As per Sec. 109-91 (d) (5) a fire hydrant plan which includes location of existing and proposed fire hydrants. Fire hydrants must be shown to create a coverage network of not more than 500-foot intervals measured along streets or other public access right-of-way for single-family residential subdivisions. In all other subdivisions, this distance must be a 150-foot radius.

Juan Saucedo Jr. Fire Marshal
Departmental Official Signature

(956) 216-5790
Contact Number

Fire Prevention
Department

jsauceda@harlingentx.gov
Contact E-mail

January 27, 2026
Date

Juan Saucedo Jr.
Signature



HARLINGEN
WATERWORKS
SYSTEM

**ALOCH II SUBDIVISION
PLAT SUBMITTAL #3**

February 10, 2026

To: Soledad A. Nunez
Planning & Zoning Dept.
City of Harlingen

From: David Vasquez, Engineering Technician
Engineering Dept.
Harlingen Waterworks System

Response:

APPROVED with CONDITIONS

UTILITY PLAN COMMENTS:

No.	Comment/Revision	Addressed
1	Water service and fire hydrant to have 3' separation.	

ADDITIONAL COMMENTS:

- If the developer requests HWWWS to execute the plat prior to completion of the modifications to the existing water & sewer facilities, a Letter of Credit (LOC) or a Check in an amount equal to the developer's estimated costs of construction must be submitted to HWWWS. The developer's engineer is to submit a cost estimate for this work for review and approval by HWWWS prior to submission of the LOC or check.
- A full set of water and sewer construction plans must be submitted to Harlingen Waterworks System for review and approval prior to commencement of construction.
- Response to Conditions of Approval are required prior to Signing of a Plat. Submitter must mark Yes or No in the Addressed column. Mylars missing response to Conditions for Approval will not be Signed.
- HWWWS comments subject to modification based on additional information of future comments issued by the City of Harlingen, changes made to the plans after approval has been given, or if new information is uncovered through field discovery.

Attachment IX – Public Works (Traffic)

From: [Arnold Campos](#)
To: [Sol Nunez](#)
Cc: [Ruth Trevino](#)
Subject: RE: Aloch Subdivision Prelim/Final 3rd Submittal
Date: Tuesday, February 10, 2026 4:20:54 PM
Attachments: [image002.png](#)
[image003.png](#)

Sol,

This area already contains existing lighting infrastructure. No further lighting required.

Please feel free to contact me should you have any questions.

Thank you,



Arnold Campos Jr.
Public Works- Traffic Signal Maintenance Supervisor
City of Harlingen
404 S 54th Street Harlingen, TX 79550
Office (956) 216-5324 Cell (956) 245-6023

-----Original Appointment-----

From: Sol Nunez <soln@harlingentx.gov>

Sent: Tuesday, January 27, 2026 10:03 AM

To: Sol Nunez; Ana Hernandez; Arnold Campos; Carlos Cardenas; Christopher Torres; Claudia Reyes; Daniel Diaz; Daniel Villafranco; David Vasquez - HWWS; Dr. Josh Ramirez; Gabriel Trevino - HWWS; Guillermo Rodriguez; Isac Ramirez; Joel Olivo; Jose M. Aceves; Joseph Lunn - HWWS; Juan Saucedo Jr. - HFD; Nadia Lopez; Oscar Garcia; Ramiro Robledo; Roberto Hernandez; Rodrigo Sanchez; Roxanne Encinia - HFD; Rudy Gonzalez; Ruth Trevino; Sabina Ramirez; Sandee Alvarez

Subject: Aloch Subdivision Prelim/Final 3rd Submittal

When: Tuesday, February 10, 2026 4:30 PM-5:00 PM (UTC-06:00) Central Time (US & Canada).

Where: Planning

Good morning,

Please review the revised plans for the proposed Aloch Subdivision. Please provide comments on or before the end of day **Tuesday, February 10th**. For any questions or more information, please contact the Planning Office at 956-216-5267. Thank you.

Sincerely,

Sol Nunez, CNU-A

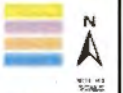
Attachment X – Park Zones Map

PARK ZONES

PROPOSED PARK ZONES

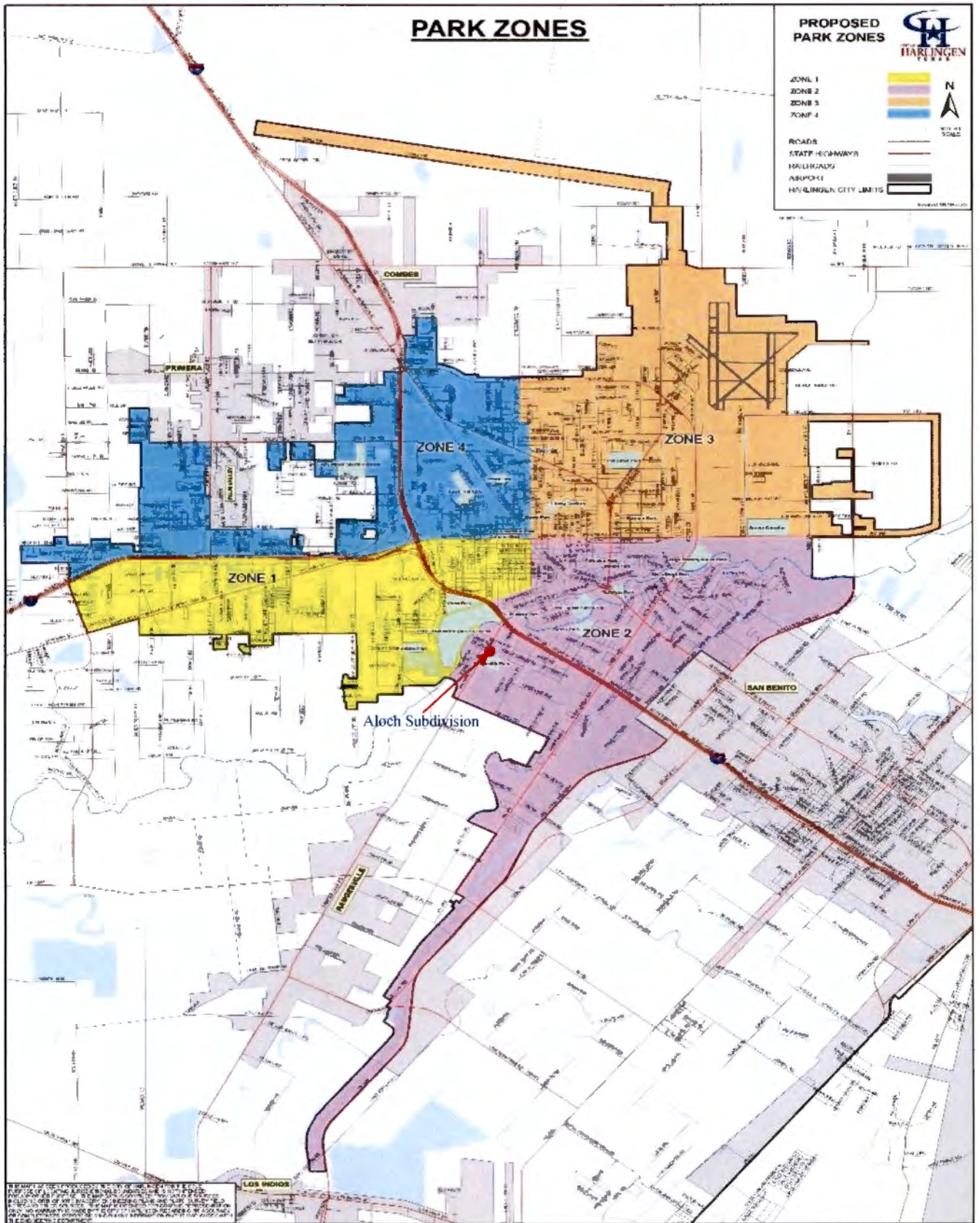


- ZONE 1
- ZONE 2
- ZONE 3
- ZONE 4



- ROADS
- STATE HIGHWAYS
- RAILROADS
- AIRPORTS
- HARLINGEN CITY LIMITS

SHOWN BY DASHED LINE



REPORT OF THE PLANNING DEPARTMENT OF THE CITY OF HARLINGEN, TEXAS
 PREPARED BY THE PLANNING DEPARTMENT OF THE CITY OF HARLINGEN, TEXAS
 DATE: 10/1/2010
 BY: [Signature]
 FOR: THE CITY OF HARLINGEN, TEXAS
 PROJECT: PARK ZONES MAP
 SCALE: 1" = 1 MILE
 SHEET: 1 OF 1

PLANNING AND ZONING COMMISSION
March 10, 2026

ACTION ITEMS/PUBLIC HEARINGS

- 1) Consideration and possible action to approve the preliminary construction plans and final plat with conditions of the proposed Aloch II Subdivision, bearing a legal description of 1.959 acres of land out of 8.53 acres out of the South half of Block 23, of the amended Lon C. Hill Subdivision, located east of Rangerville Road, approximately 2,578.94 feet south of South Expressway 83. Applicant: Southpoint Surveying c/o Aloch Properties.**

City Planner Soledad Núñez presented the proposed Aloch II Subdivision as follows:

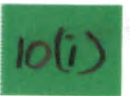
- An Aerial View with the Subject Property highlighted was used to present the subdivision.
- The subdivision is a proposed one (1) lot commercial subdivision located east of Rangerville Road.
- The Subdivision Plat was presented.
- The proposed development is consistent with the General Retail Zoning for the area.
- Water and sewer will be provided by Harlingen Water Works, and the drainage standards meet the current drainage standards in place.
- Park fees are assessed for this Subdivision at four hundred and seventy dollars (\$475) per unit. The developer is proposing a multi-family subdivision.
- A Street View of the Subject Property was presented. Park fees will be given at the time of building permit construction based on how many lots are being proposed. Currently, the number of lots is not determined. The fees will come in when constructions starts. Park fees will be dedicated to Park Zone Two (2), in the southeast zone.
- Staff is recommending approval of the preliminary construction plans and final plat with the conditions outlined in the [meeting] packet, as set for by Engineering Department, Harlingen Water Works, Fire Prevention and the Planning Division.

Chairman Consiglio thanked Ms. Núñez. The Chairman proceeded to ask about the way the item was written and the use of “acres out of”. Ms. Núñez explained that the developer purchased the property off of metes and bounds without going through the formal subdivision process. When she purchased the property, it was eight point fifty-three (8.53) acres and when she parceled the property via metes and bounds, she got the one point nine five nine (1.959) which is why the legal description reads as it does. The Chairman confirmed that the development would only be for the one point nine (1.9) portion. Ms. Núñez said that was correct and said that this could be seen on the final plat. The Chairman then confirmed that a multi-family unit will go there. Ms. Núñez said yes. Lastly, the Chairman confirmed that this was preliminary approval. Ms. Núñez said yes. The Chairman noted there was no Public Hearing on this item. He also noted the arrival of Cmr. Thomas by welcoming her.

Cmr. Flores asked if the Subject Property was located inside the City Limits. Ms. Núñez stated that it was inside the City [Limits].

Chairman Consiglio asked if there were any other questions for Staff or if there was a motion. Cmr. Cruz-Velázquez made the motion to approve. Cmr. Flores seconded the motion. The Chairman noted again that this was preliminary and would come back before the Board again. He moved the motion to a vote. The motion passed unanimously.

**AGENDA ITEM
EXECUTIVE SUMMARY**



Meeting Date: **March 18, 2026**

Agenda Item:

Consideration and possible action to approve the preliminary construction plans and final plat with conditions of the proposed Pelican's Landing Subdivision Phase IV, bearing a legal description of 8.65 acres of land out of Block 99, Wilson Tract Subdivision, located approximately 2,271.50 feet north of Wilson Road. Applicant: Moore Land Surveying, LLC c/o Har-Tex Construction, LLC. Attachment **(Planning & Development)**

Prepared By: Ana Hernandez, AICP, CNU-A

Title: Planning and Development Director

Signature: *Ana Hernandez*

Brief Summary:

Project Timeline

- January 5, 2026 – Original Preliminary Construction Plans and Final Plat application submitted to the City. **(ATTACHMENT I)**
- January 20, 2026 – Comments outlining deficiencies sent to Engineer.
- January 20, 2026 – Original Preliminary Construction Plans and Final Plat resubmitted to the City.
- February 9, 2026 – Preliminary construction plans and final plat deemed complete.
- March 10, 2026 – Consideration of the preliminary construction plans and final plat with conditions by the Planning and Zoning Commission.
- March 18, 2026 – Consideration of the preliminary construction plans and final plat with conditions by the City Commission.

Summary:

- The proposed Pelican's Landing Subdivision Phase IV consists of 40 single family residential lots. The subdivision is inside City Limits, located north of Wilson Road and is the fourth part of a five-phase development.
- The proposed development is consistent with the Residential Single-Family zoning designation.
- All drainage improvements will be designed in accordance with the City's current standards, including compliance with the 50-year storm event requirement.
- Water and wastewater services for the proposed development will be provided by the Harlingen Waterworks System (HWWWS).
- Park fees will be assessed for the subdivision at a rate of \$500 per dwelling unit. Based on the proposed lot count, the total park fee due will be \$20,000.
- These funds will be allocated to Park Zone 4, the northwest zone, in accordance with the City's parkland dedication requirements.

- All items identified on the preliminary and final plat checklist will be addressed prior to the recording of the final plat.

Staff Recommendation:

Staff recommends approval of the preliminary construction plans and final plat, with the following conditions:

1. Requirements from the Engineering Department, HWWWS, Fire Prevention Bureau, and Planning Division, as outlined in the attached comments. **(ATTACHMENT V – IX).**

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

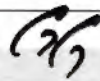
☐

No

☐

N/A

City Manager's approval:



☒

Yes

☐

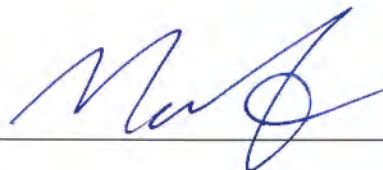
No

☐

N/A

Comments:

City Attorney's approval:



☒

Yes

☐

No

☐

N/A

Attachment I—Subdivision Application

CITY OF HARLINGEN PLANNING AND ZONING DIVISION MASTER APPLICATION

PROPERTY INFORMATION (Please PRINT or TYPE)

Project Address Brown Pelican Ln Nearest Intersection Brown Pelican Ln & Sandpiper
(Proposed) Subdivision Name Pelican's Landing Ph. IV Lot 40 Block 10, 11, 12
Existing Zoning Designation SF-1 Future Land Use Plan Designation SF-1

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent Emiliano Rosel Phone 956-929-1618 FAX _____

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

Mailing Address 14216 Palir Dr. City La Feria State TX Zip 78559

Property Owner Har-Tex Construction, LLC Phone 956-535-4408 FAX _____

Email Address (for project correspondence only): _____

Mailing Address 1275 N. Stuart Place Rt 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/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: Next phase in Master Plan
development of Pelican's Landing Subdivision

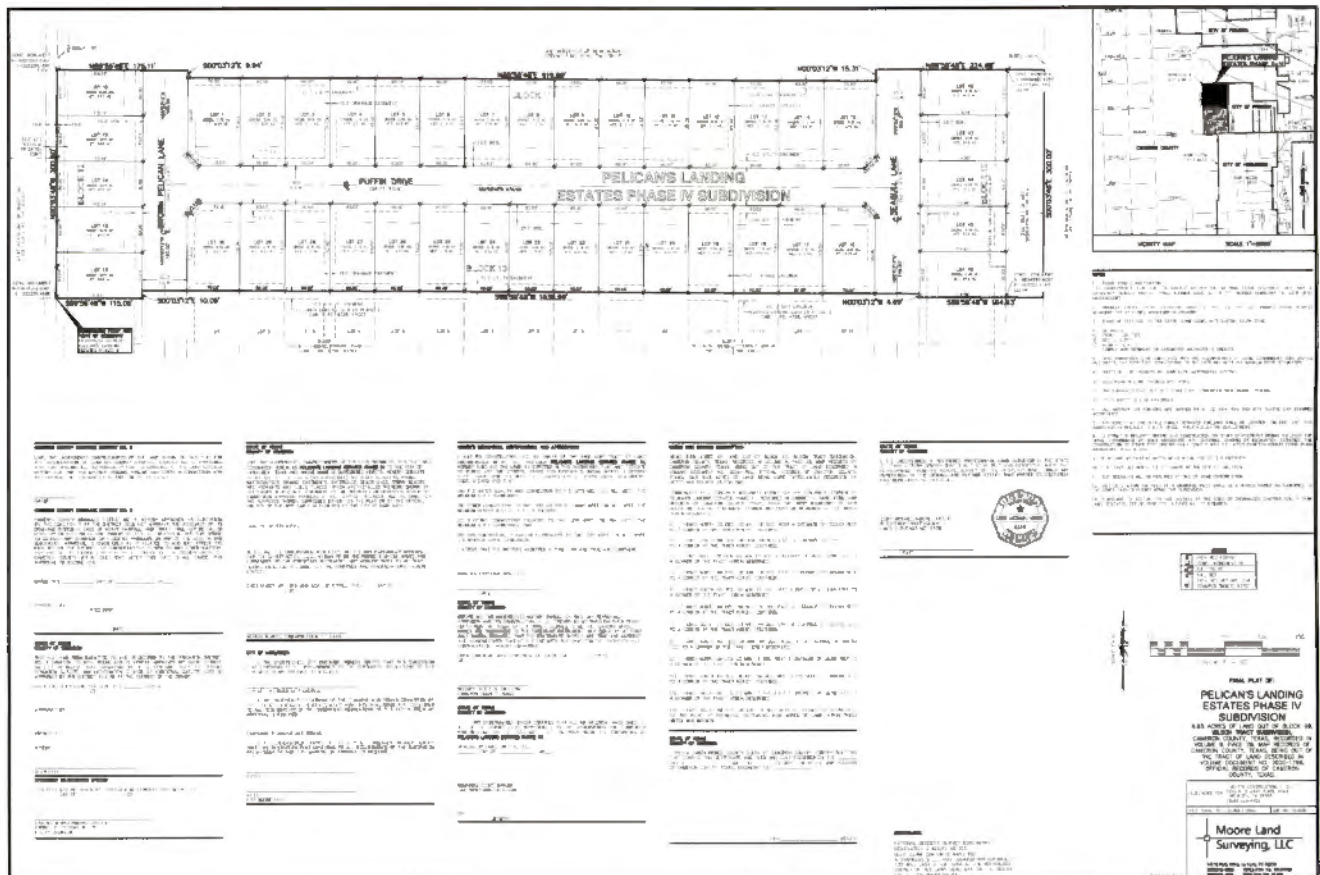
I hereby certify that I am the owner and/or duly authorized agent of the owner for the purposes of this application. I further certify that I have read and examined this application and know the same to be true and correct. If any of the information provided on this application is incorrect the permit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

Applicant's Signature: [Signature] Date: 8/1/05/2006

Property Owner(s) Signature: _____ Date: _____

Accepted by: _____ Date: _____

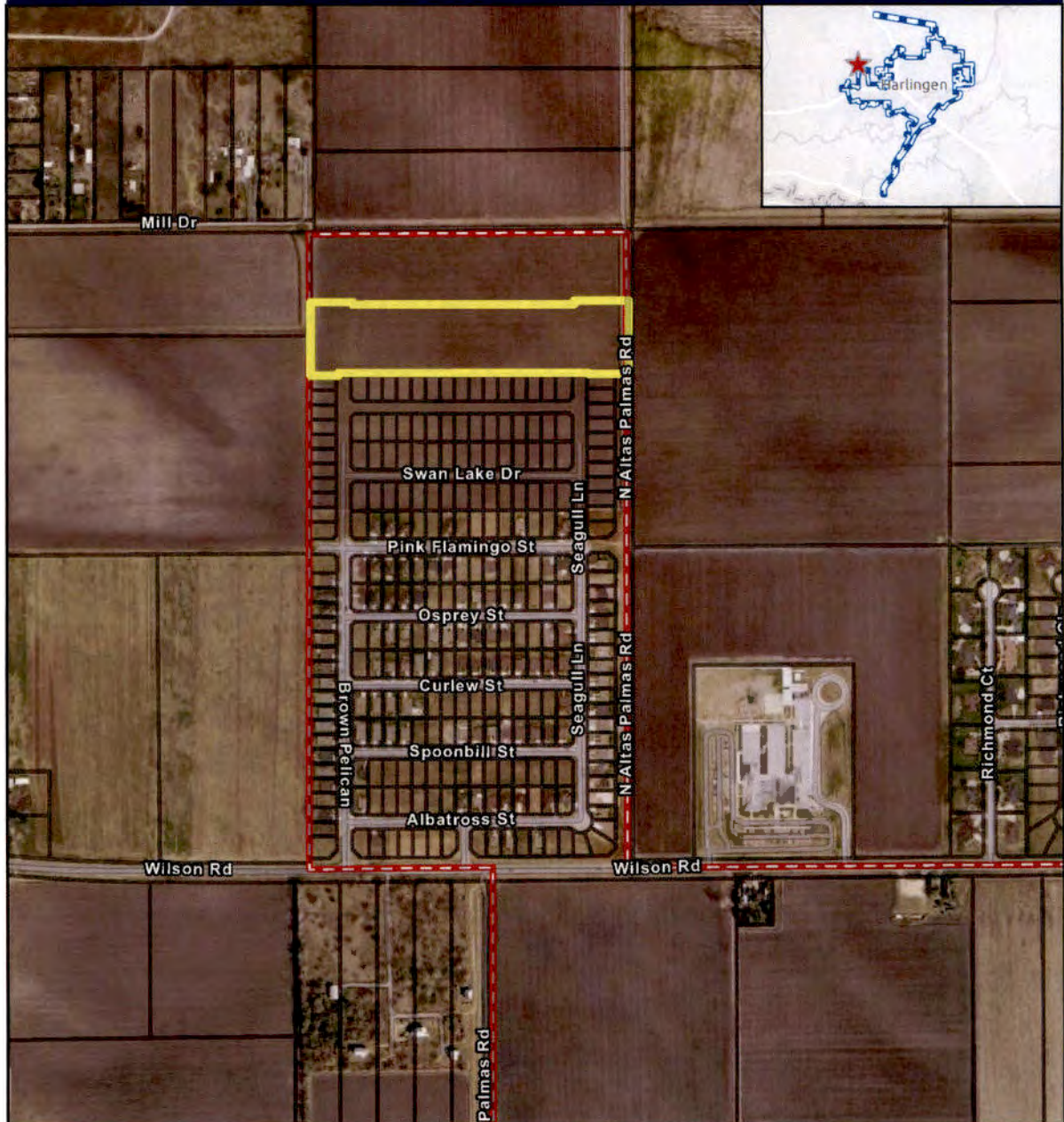
Attachment II —Final Plat



Attachment III — Aerial View

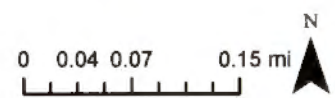


Harlingen, Texas
Site Aerial Map



Legend

-  Subdivision: Pelican's Landing Ph. IV
-  Property Parcels
-  Harlingen City Limits



Attachment IV — Street View

Street View from Brown Pelican
Lane





Planning and Development Department
502 E. Tyler Avenue
Harlingen, TX 78550
(956) 216-5101

02/03/2026

Emiliano Rosel, P.E.
Moore Land Surveying, LLC
14216 Palis Drive
La Feria, Texas 78559

Re: Pelican's Landing Phase IV

Dear Mr. Rosel,

City staff reviewed the preliminary plans and final plat of the proposed "**Pelican's Landing Subdivision Phase IV**" submitted on January 20, 2026. The application is considered complete, subject to a list of conditions from different city departments. If you agree with the listed conditions, please visit the Planning and Development office to pay the \$150.00 subdivision application fee. Once the payment is received, the proposed subdivision will be considered "filed" and staff will place the subdivision in the next scheduled meeting of the Planning and Zoning Commission.

Preliminary and Final:

1. Pursuant to Sec. 109.91 – (c)(3)(e) of the Code of Ordinances Chapter 109 – Subdivisions, all new monuments set at subdivision corners shall be set to a sufficient depth to retain a stable and distinctive location, encased in concrete where location permits, shall be marked in a way that is traceable to the responsible surveyor, and shall conform to the appropriate state statutes.
 - a. Please provide elevations for these points.
2. Please include the property owners to the south.
3. A street assessment will be required for Alonzo Road.
4. All other applicable fees must be paid prior to recording of the final plat.

Thank you,

Soledad A. Núñez

Soledad A. Núñez, CNU-A
City Planner



Engineering Department | 24200 FM 509, Harlingen, Texas 78550

February 6, 2026

Nadia M. Lopez, PE
Assistant City Engineer

Mr. Joel Olivo
Assistant Director for Planning and Development
502 E. Tyler Ave., Harlingen, Texas 78550

RE: REVIEW OF PELICANS LANDING PHASE IV, PRELIM & FINAL PLAT- 2nd SUBMITTAL

Dear Mr. Olivo,

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

- ☐ Approved
- ☒ Approved with Conditions
- ☐ Disapproved

Please review and address the following comments:

Plat

- Verify distance callout for third bearing & distance on metes and bounds description.
- Verify distance callout for fifth bearing & distance on metes and bounds description.

Preliminary Construction Documents

- Consider raising the elevation at the back of the lots on the north side so that the grading will allow the inlets within the next future phase to be at or near the estimated BFE.
- Final construction documents of the public improvements will need to be submitted for review and approval prior to final approval of final plat.

Drainage Report

- No comments

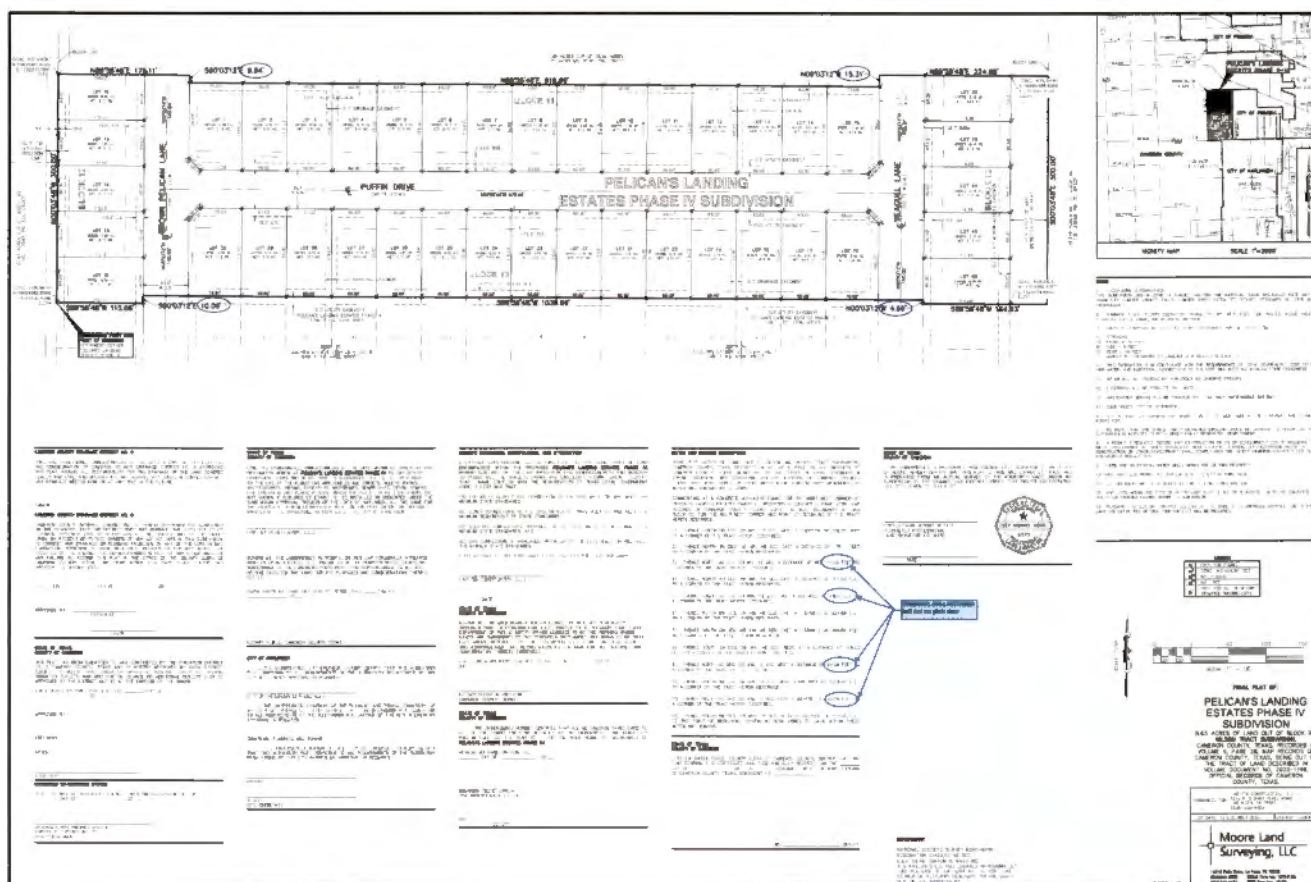
Please note that this review shall be for conformance to subdivision regulations and the responsibility and liability for the adequacy of the design shall remain with the Engineer sealing the documents.

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

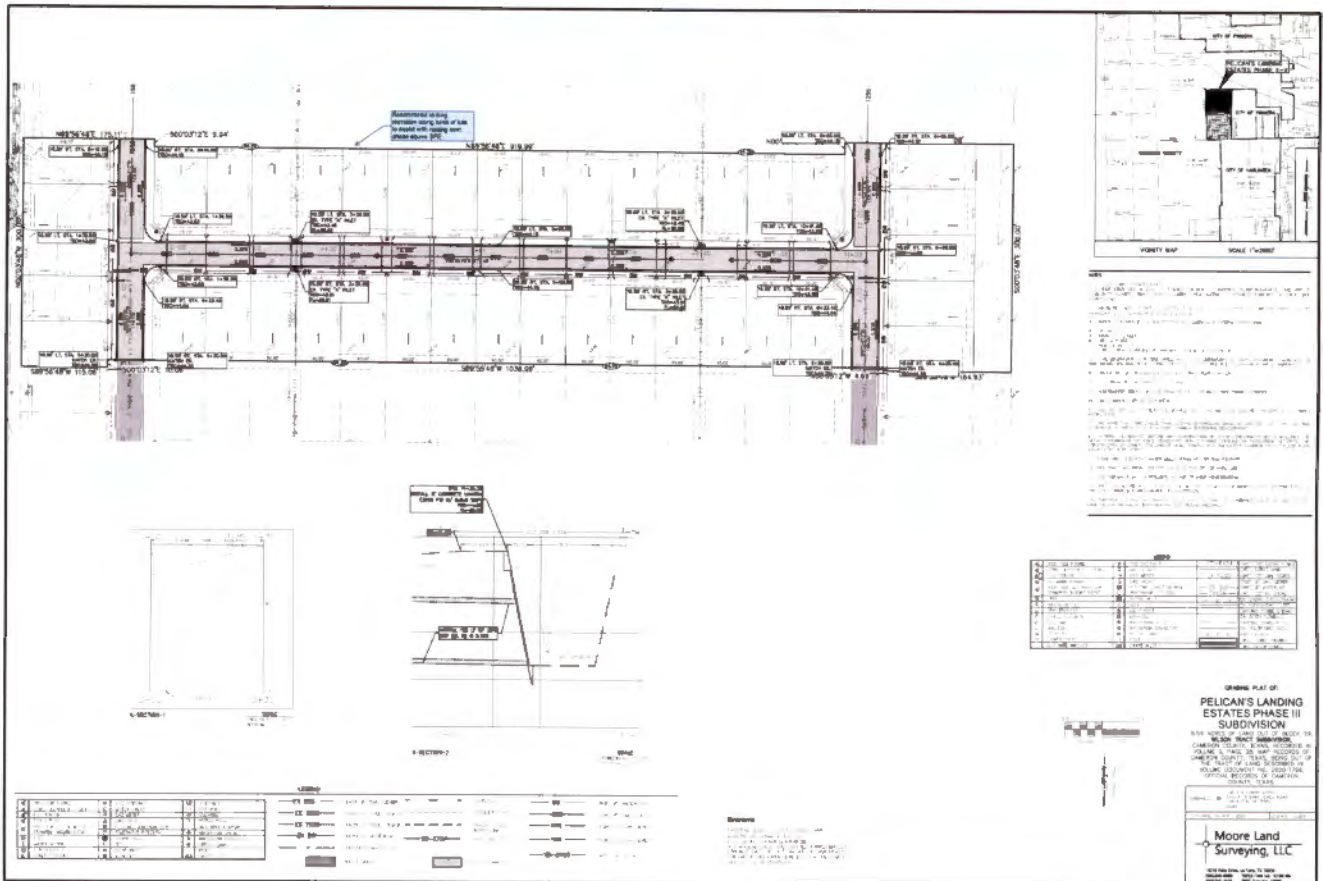
Sincerely,

Nadia M. Lopez, PE
Nadia M. Lopez, PE

Attachment VI - Engineering



Attachment VI - Engineering





Subdivision Review

Subdivision Name: Pelican's Landing Phase IV – 2nd Submittal
Proposed Use: 40 Lot Single Family Residential Use
Location: North side of Wilson Road, east of North Tamm Lane
Developer: Har-Tex Construction LLC
Engineer: Moore Land Surveying, LLC / (956) 929-1615
Erosl.mls@gmail.com

Approval: ☒ Yes ☐ Yes with Comments ☐ No

Comments: 1. No comments

Juan Saucedo Jr. Fire Marshal
Departmental Official Signature

(956) 216-5790
Contact Number

Fire Prevention
Department

jsauceda@harlingentx.gov
Contact E-mail

January 21, 2026
Date

Juan Saucedo Jr
Signature



HARLINGEN
WATERWORKS
SYSTEM

**PELICANS LANDING SUBD. PH. IV
PLAT SUBMITTAL #2**

February 4, 2026

To: Soledad A. Nunez
Planning & Zoning Dept.
City of Harlingen

From: David Vasquez, Engineering Technician
Engineering Dept.
Harlingen Waterworks System

Response:

APPROVED

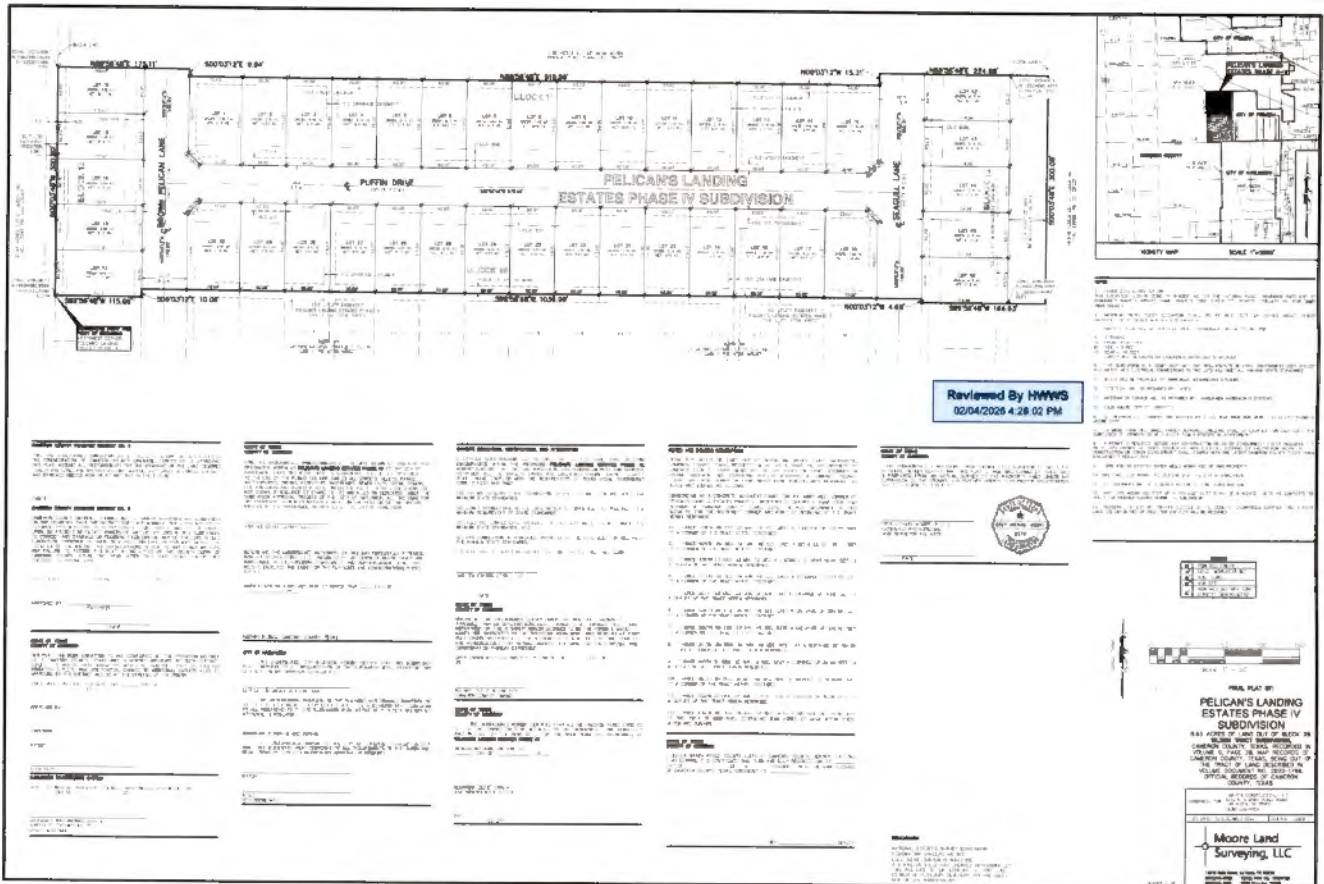
David Vasquez

Digitally signed by David Vasquez
DN: cn=US, E=dvasquez@hwws.com,
O=Harlingen Waterworks System,
OU=Engineering Dept., CN=David
Vasquez
Date: 2026.02.04 16:33:50-0600

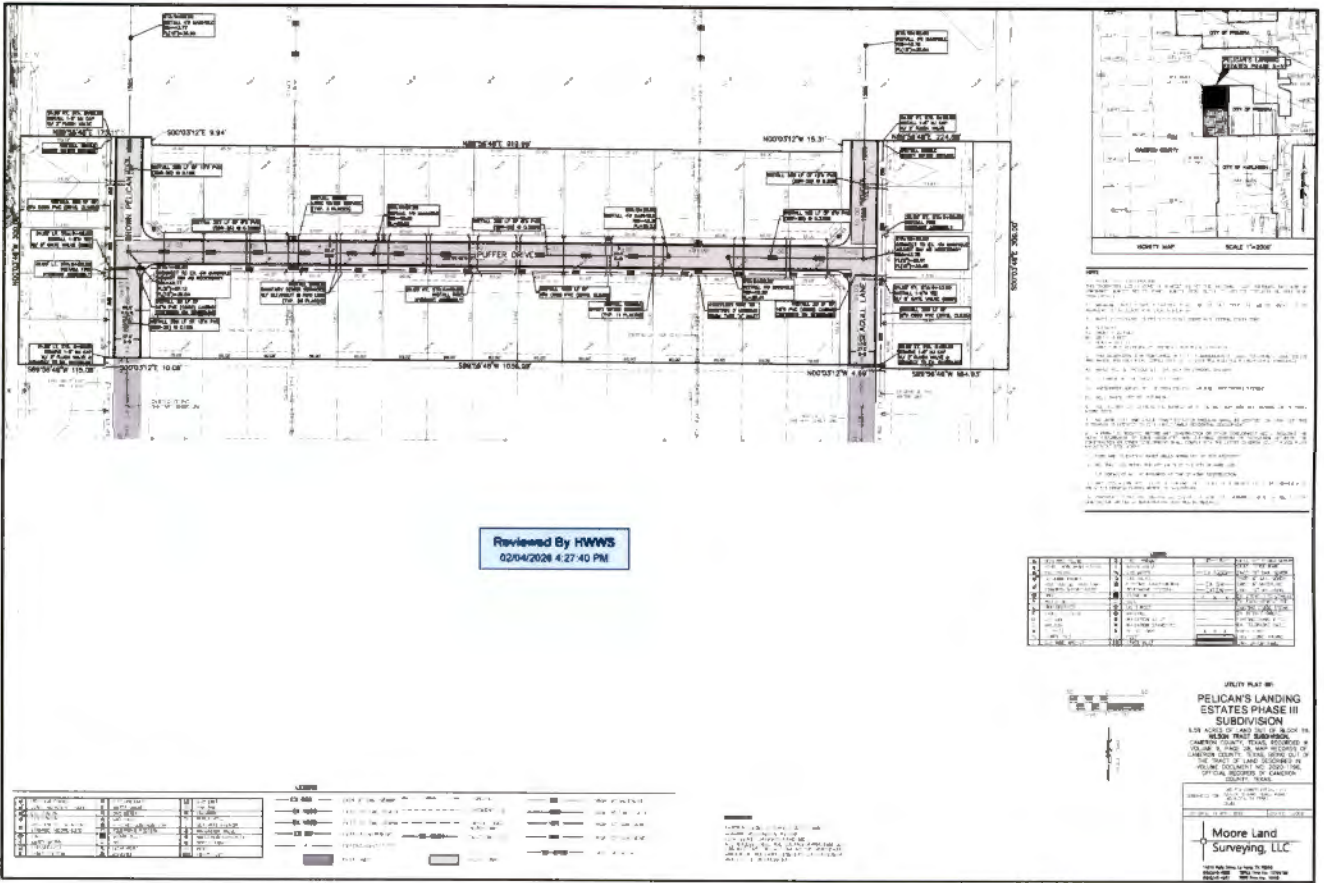
ADDITIONAL COMMENTS:

- If the developer requests HWWS to execute the plat prior to completion of the modifications to the existing water & sewer facilities, a Letter of Credit (LOC) or a Check in an amount equal to the developer's estimated costs of construction must be submitted to HWWS. The developer's engineer is to submit a cost estimate for this work for review and approval by HWWS prior to submission of the LOC or check.
- A full set of water and sewer construction plans must be submitted to Harlingen Waterworks System for review and approval prior to commencement of construction.
- HWWS comments subject to modification based on additional information of future comments issued by the City of Harlingen, changes made to the plans after approval has been given, or if new information is uncovered through field discovery.

Attachment VIII- Harlingen Water Works System



Attachment VIII- Harlingen Water Works System





Public Works -Traffic Signal Department
404 S 54th Street, Harlingen, Texas 78550

February 3, 2025

Ms. Nuñez
Planning and Development
502 E. Tyler Ave., Harlingen, Texas 78550

RE: Pelican's Landing Subdivision Phase IV - Streetlighting

Ms. Nuñez

The Public Works – Traffic Department has reviewed the streetlight plan for Pelican's Landing Subdivision Phase IV and has no objection to the proposed locations of the four (4) streetlights.

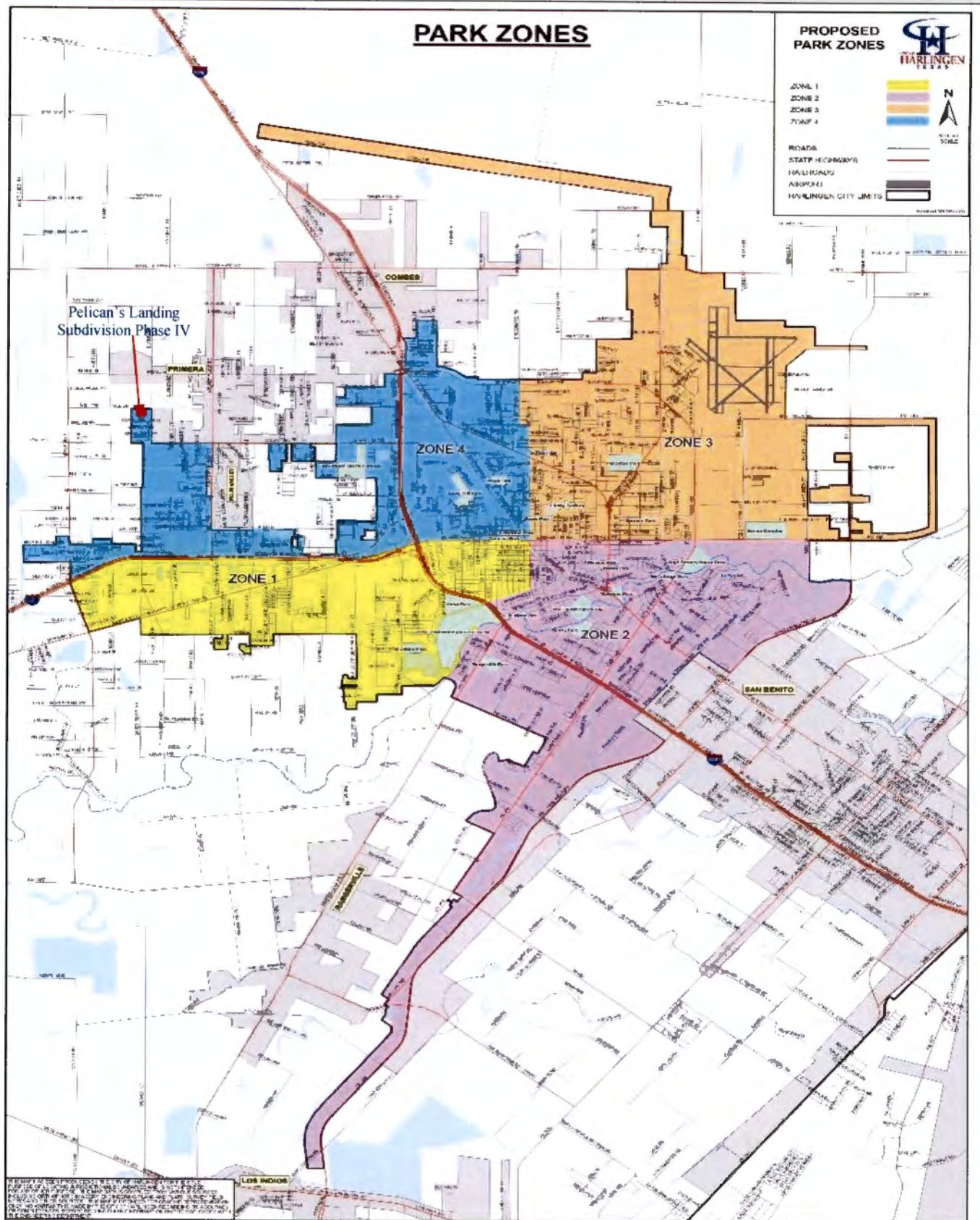
- The four (4) streetlights shall be 122-watt LED fixtures (or 250-watt HPS equivalent).

The developer/builder shall be responsible for all costs associated with the installation of these streetlights. Once installed and energized, the City of Harlingen assumes responsibility for the monthly billing under the streetlight account.

Should you have any questions feel free to contact me via email at:
acampos@harlingentx.gov

Arnold Campos Jr.
Public Works- Traffic Signal Maintenance Supervisor
City of Harlingen - 404 S 54th Street Harlingen, TX 78550
Office:(956) 216-5300 – Cell:(956) 245-6023

Attachment X – Park Zones Map



PLANNING AND ZONING COMMISSION
March 10, 2026

ACTION ITEMS/PUBLIC HEARINGS

- 2) Consideration and possible action to approve the preliminary construction plans and final plat with conditions of the proposed Pelican's Landing Subdivision Phase IV, bearing a legal description of 8.65 acres of land out of Block 99, Wilson Tract Subdivision, located approximately 2,271.50 feet north of Wilson Road. Applicant: Moore Land Surveying, LLC c/o Har-Tex Construction, LLC.**

City Planner Soledad Núñez presented the proposed Pelican's Landing Subdivision as follows:

- An Aerial View with the Subject Property highlighted was used to present the subdivision.
- This is the fourth (4th) installment of a five (5) phase subdivision. The property is located north of Wilson Road, and they are proposing forty (40) single family residential lots.
- The proposed development is consistent with the residential single-family zoning for the area.
- All drainage improvements will be met to meet the current standards.
- Water and wastewater services will be provided by Harlingen Water Works.
- The developer will pay Park Fees at five hundred dollars (\$500) per lot which will be a total of twenty thousand dollars (\$20,000) allotted to Park Zone Four (4) in the northwest zone.
- The Subdivision Plat was presented.
- A Street View of the proposed area was presented.
- Staff is recommending approval of the preliminary construction plans and final plat subject to the conditions outlined by the different departments.

Chairman Consiglio thanked Ms. Núñez. The Chairman asked if there were any questions for Staff.

Upon hearing none, he asked for clarification that this is just a continuation of what is already there – same lot sizes basically and the same type of restrictions, etc. Ms. Núñez said yes.

Chairman Consiglio asked if there was a motion. Cmr. Thomas made the motion to approve. Cmr. Peña seconded the motion. The Chairman asked if there was any need for discussion and upon hearing none, moved the motion to a vote. The motion passed unanimously.

**AGENDA ITEM
EXECUTIVE SUMMARY**

10(3)

Meeting Date: **March 18, 2026**

Agenda Item:

Consideration and possible action to approve the preliminary construction plans and final plat with conditions of the proposed Tesoro Village Subdivision, bearing a legal description of a 20.00 acre tract of land, more or less, being the west 20.00 acres of Block Twenty Nine (29), Palmetto Company Subdivision, located south of Grimes road, approximately 5,138.57 feet west of FM 509. Applicant: Scheibe Consulting, LLC c/o Paul Daniec. Attachment **(Planning & Development)**

Prepared By: Ana Hernandez, AICP, CNU-A
Title: Planning and Development Director
Signature: *Soledad A. Nunez*

Brief Summary:

Project Timeline

- October 8, 2025 – Original Preliminary Construction Plans and Final Plat application submitted to the City. **(ATTACHMENT I)**
- October 27, 2025 – Comments outlining deficiencies sent to Engineer.
- November 21, 2025 – Original Preliminary Construction Plans and Final Plat resubmitted to the City.
- November 21, 2025 – Original Preliminary Construction Plans and Final Plat resubmitted to the City.
- January 23, 2026 – Comments outlining deficiencies sent to Engineer.
- February 11, 2026 – Preliminary construction plans and final plat deemed complete.
- March 10, 2026 – Consideration of the preliminary construction plans and final plat with conditions by the Planning and Zoning Commission.
- March 18, 2026 – Consideration of the preliminary construction plans and final plat with conditions by the City Commission.

Summary:

- The proposed Tesoro Village Subdivision consists of 56 multi-family residential lots. The subdivision is inside City Limits, located south of Grimes Road.
- The proposed development is consistent with the Residential, Multi-Family zoning designation.
- All drainage improvements will be designed in accordance with the City's current standards, including compliance with the 50-year storm event requirement.
- Water and wastewater services for the proposed development will be provided by the Harlingen Waterworks System (HWWWS).
- Park fees will be assessed for the subdivision at a rate of \$475 per unit. Park fees will be collected at the time of building permit issuance and will be calculated based on the total number of units included in the development.

- These funds will be allocated to Park Zone 3, the southeast zone, in accordance with the City's parkland dedication requirements.
- All items identified on the preliminary and final plat checklist will be addressed prior to the recording of the final plat.

Staff Recommendation:

Staff recommends approval of the preliminary construction plans and final plat, with the following conditions:

1. Requirements from the Engineering Department, HWWS, Fire Prevention Bureau, and Planning Division, as outlined in the attached comments. **(ATTACHMENT V – IX).**

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

City Manager's approval:
Comments:

GG

☒

Yes

☐

No

☐

N/A

City Attorney's approval:

[Signature]

☒

Yes

☐

No

☐

N/A

Attachment I—Subdivision Application

CITY OF HARLINGEN PLANNING AND DEVELOPMENT DEPARTMENT MASTER APPLICATION

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address _____ Nearest Intersection Grimes RD. & Academy Dr.
(Proposed) Subdivision Name Tesoro Village Subdivision Lot _____ Block _____
Existing Zoning Designation M2 Future Land Use Plan Designation _____

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent Johnny Mendez / Kim Hedegard Phone (956) 428-4014 FAX _____
Email Address (for project correspondence only): khedegard@scheibeconsulting.com
Mailing Address 1221 E. Tyler Ave. City Harlingen State TX Zip 78550
Property Owner _____ 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: Proposed 56 multi-family lots with water and sanitary lines along with drainage.

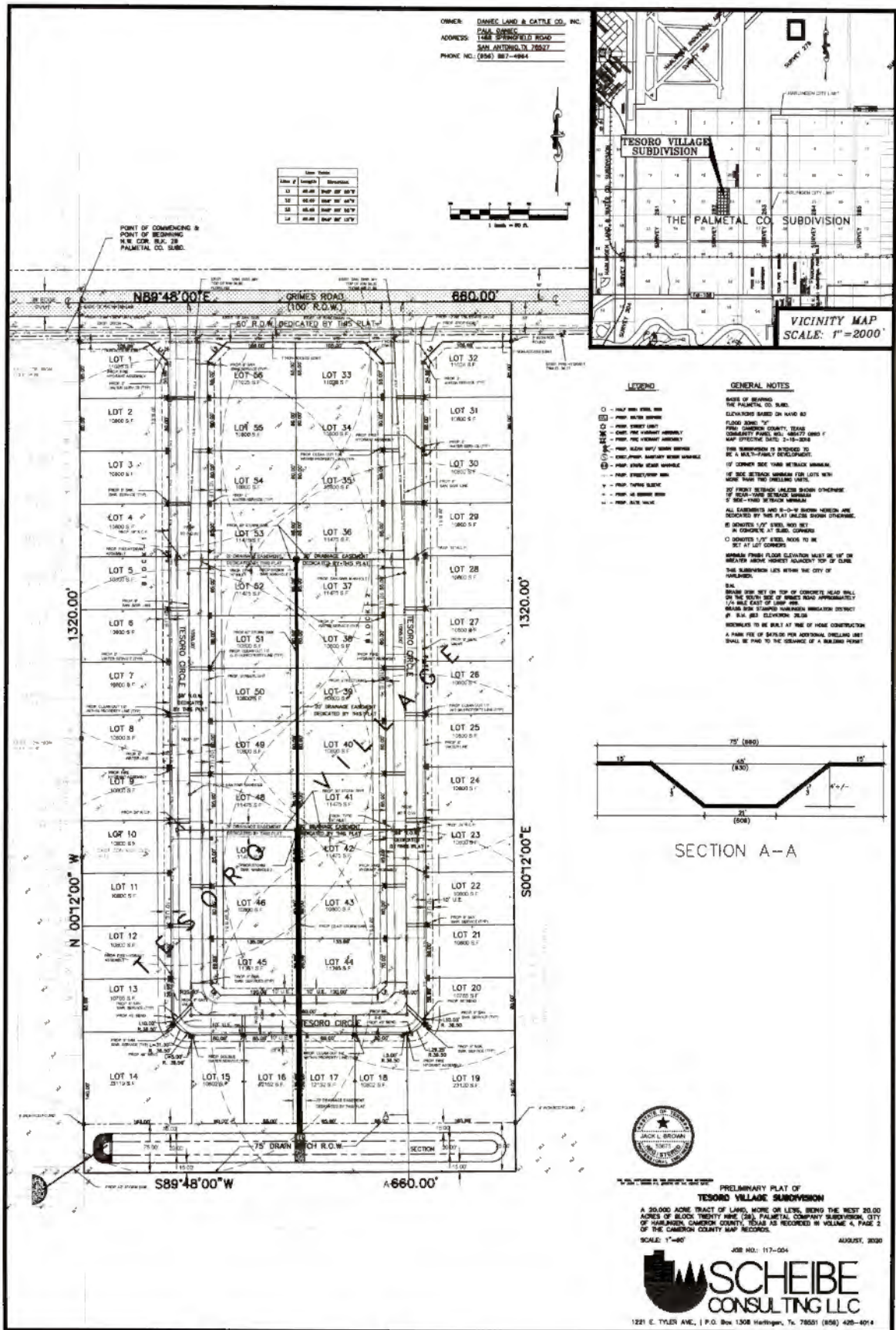
I hereby certify that I am the owner and/or duly authorized agent of the owner for the purposes of this application. I further certify that I have read and examined this application and know the same to be true and correct. If any of the information provided on this application is incorrect the permit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

Applicant's Signature:  Date: 10-8-25

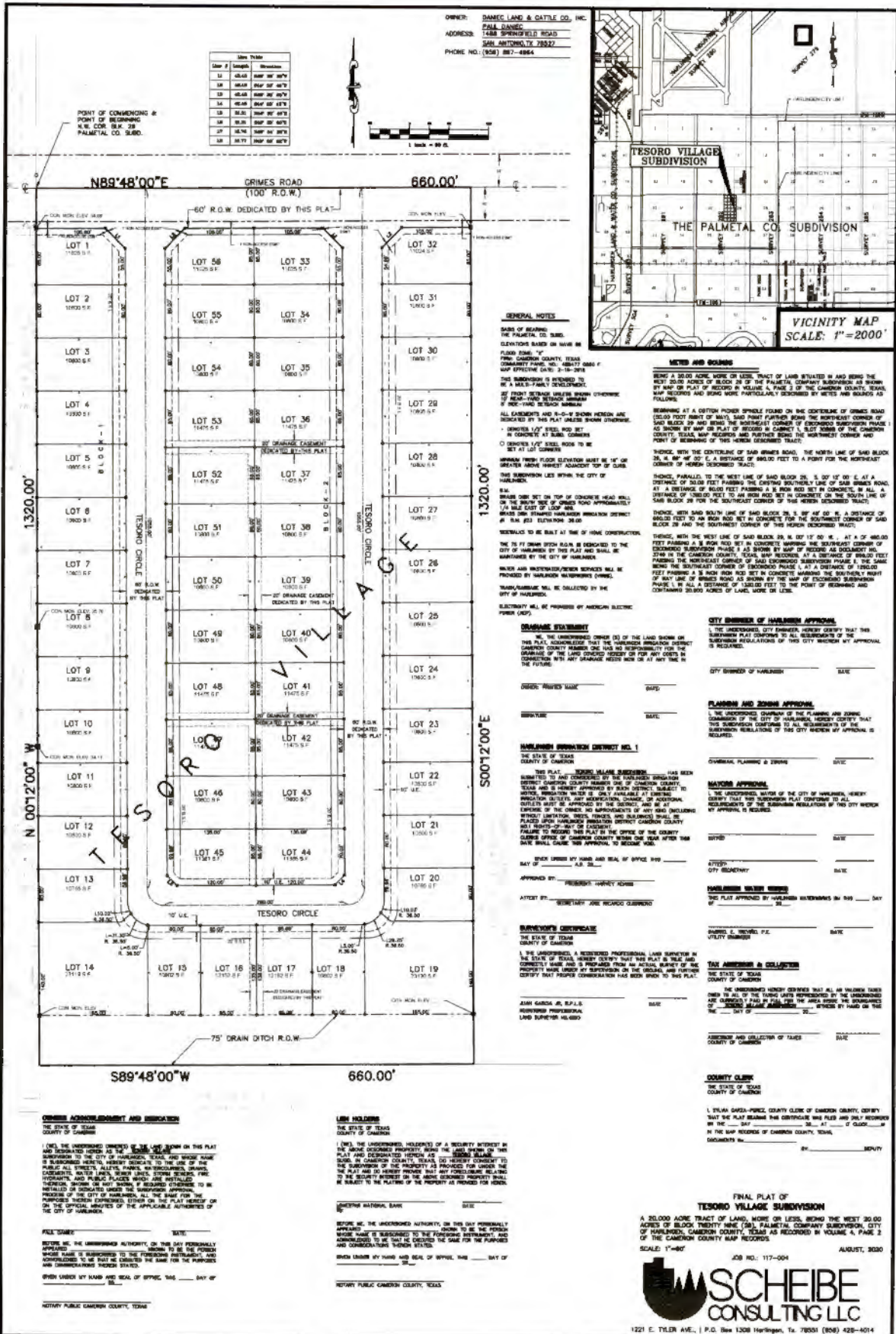
Property Owner(s) Signature: _____ Date: _____

Accepted by: _____ Date: _____

Attachment II —Final Plat



Attachment II —Final Plat



Attachment III — Aerial View



Legend

-  Subject Property: Tesoro Village Subdivision
-  Property Parcels



Attachment IV — Street View

Street View from Grimes Road





Planning and Development Department
502 E. Tyler Avenue
Harlingen, TX 78550
(956) 216-5101

02/06/2026

Scheibe Consulting
1221 E. Tyler Avenue
Harlingen, Texas 78550

Re: Tesoro Village Subdivision

Dear Mr. Vargas,

City staff reviewed the preliminary plans and final plat of the proposed “**Tesoro Village Subdivision**” submitted on January 22, 2026. The application is considered complete, subject to a list of conditions from different city departments. If you agree with the listed conditions, please visit the Planning and Development office to pay the \$150.00 subdivision application fee. Once the payment is received, the proposed subdivision will be considered “filed” and staff will place the subdivision in the next scheduled meeting of the Planning and Zoning Commission.

Preliminary and Final:

1. As per Public Works, the City will not own and maintain any new ditches, drainage easements, etc. The 75-foot drain ditch at the southern portion of the subdivision will need to be privately owned and maintained.
2. All other applicable fees must be paid prior to recording of the final plat.

Thank you,

Soledad A. Núñez

Soledad A. Núñez, CNU-A
City Planner



Engineering Department | 24200 FM 509, Harlingen, Texas 78550

February 10, 2026

Nadia M. Lopez, PE
Assistant City Engineer

Mr. Joel Olivo
Assistant Director for Planning and Development
502 E. Tyler Ave., Harlingen, Texas 78550

RE: REVIEW OF Tesoro Village Prelim/Final Plat & Construction Plans – 3rd Submittal

Dear Mr. Olivo,

At this time, Engineering does not have additional comments regarding the construction documents for the above-mentioned subdivision per Section 109-128.(a) of the City of Harlingen City Ordinances.

- ☒ Approved
- ☐ Approved with Conditions
- ☐ Disapproved

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

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

Sincerely,

A handwritten signature in blue ink that reads 'Nadia M. Lopez, PE'.

Nadia M. Lopez, PE



Subdivision Review

Subdivision Name: Tesoro Village – 3rd Submittal
Proposed Use: 56 - Multi-Family Residential Lots
Location: Located south of Grimes Avenue
Developer: Paul Daniec
Engineer: Scheibe Consulting / (956) 428-4014
khedegard@scheibeconsulting.com
jmendez@scheibeconsulting.com

Approval: ☒ Yes ☐ Yes with Comments ☐ No

Comments: 1. No Comments

Juan Saucedo Jr. Fire Marshal
Departmental Official Signature

(956) 216-5790
Contact Number

Fire Prevention
Department

jsauceda@harlingentx.gov
Contact E-mail

February 3, 2026
Date

Juan Saucedo Jr.
Signature

Attachment VIII– Harlingen Water Works System



HARLINGEN
WATERWORKS
SYSTEM

TESORO VILLAGE SUBD. PLAN SUBMITTAL #5

February 9, 2026

To: Soledad A. Nunez
Planning & Zoning Dept.
City of Harlingen

From: David Vasquez, Engineering Technician
Engineering Dept.
Harlingen Waterworks System

Response:

APPROVED with CONDITIONS

David Vasquez

Digitally signed by David Vasquez
DN: cn=D.V.S., email=David.Vasquez@hwws.com,
cn=Harlingen Waterworks System,
ou=Engineering Dept., cn=David Vasquez
Date: 2026.02.09 15:04:16 -0800

CONDITIONS FOR APPROVAL COMMENTS:

No.	Comment/Revision	Addressed
1	All water services need to be separated 9' from sewer and storm drain inlet.	

ADDITIONAL COMMENTS:

- All improvements must comply with the HWWs Approved Materials List and latest version of the Standard Details.
- Response to Conditions of Approval is required prior to the final signing of the construction plans. Submitter must mark Yes or No in the Addressed column. Failure to provide this response may delay the scheduling of a Pre-Construction Conference.
- HWWs comments subject to modification based on additional information of future comments issued by the City of Harlingen, changes made to the plans after approval has been given, or if new information is uncovered through field discovery.
- Upon completion of construction, developer's engineer is required to submit all required Project Closeout Documents to the HWWs Engineering Department. This information is available on the HWWs web site at www.hwws.com, under the Engineering, Downloads tab. Plans will not be signed by HWWs until the closeout process has been completed.

NEXT STEPS:

- The awarded bid must be submitted to the HWWs Engineering department for calculation of inspection and pro-rata fees.
- Contractor must submit all material submittals to Rudy Gonzalez of HWWs for review and approval. Please see the attached 'Required Submittals' Form
- Upon receipt of approval from all departments, the final set of plans must be routed to City Engineer (CoH) and Utility Engineer (HWWs) for approval stamps. Construction sets without these stamps will not be permitted for use during construction.
- Once all submittals have been approved, fees have been paid, and plans have been stamped, a Mandatory Pre-Construction Conference may be scheduled with the City and HWWs.



Public Works -Traffic Signal Department
404 S 54th Street, Harlingen, Texas 78550

February 16, 2026

Ms. Nuñez
Planning and Development
502 E. Tyler Ave., Harlingen, Texas 78550

RE: Tesoro Village Streetlighting Plan

Ms. Nuñez

The Public Works – Traffic Department has reviewed the streetlight plan for Tesoro Village Subdivision and has no objection to the proposed locations of the eight (8) streetlights.

- The eight (8) streetlights shall be 122-watt LED fixtures (or 250-watt HPS equivalent).

The developer/builder shall be responsible for all costs associated with the installation of these streetlights. Once installed and energized, the City of Harlingen assumes responsibility for the monthly billing under the streetlight account.

Should you have any questions feel free to contact me via email at:
acampos@harlingentx.gov

A handwritten signature in black ink, reading 'Arnold Campos Jr.'.

Arnold Campos Jr.
Public Works- Traffic Signal Maintenance Supervisor
City of Harlingen - 404 S 54th Street Harlingen, TX 78550
Office:(956) 216-5300 – Cell:(956) 245-6023



Public Works – 404 S 54th St, Harlingen, Texas 78550

February 11, 2026
Ruth Trevino
Assistant Public Works Director

Planning and Development Department
502 E. Tyler Ave., Harlingen, Texas 78550

RE: Tesoro Village Subdivision- Detention Pond Maintenance

This letter is in response to the comment response submitted regarding the Tesoro Village Subdivision and the request for the City to reconsider ownership and maintenance of the proposed 75-foot drain ditch located at the southern portion of the development.

After review, Public Works maintains its original determination that the City will not accept ownership or maintenance responsibility for any new drainage improvements associated with this development, including the proposed ditch and any related detention or drainage facilities. As previously stated, these improvements will be required to remain privately owned and privately maintained.

While we understand the concerns expressed regarding potential future connections for adjacent properties and proximity to existing City-maintained drainage infrastructure, the City's current policy is to not assume maintenance responsibility for newly constructed private development drainage systems. The existence of nearby City-maintained drains does not obligate the City to incorporate additional privately initiated infrastructure into its system.

The developer will be responsible for ensuring that the proposed drainage design provides adequate service for the subdivision and complies with all applicable City standards and drainage requirements.

Please proceed accordingly and advise the engineer of record of this determination.

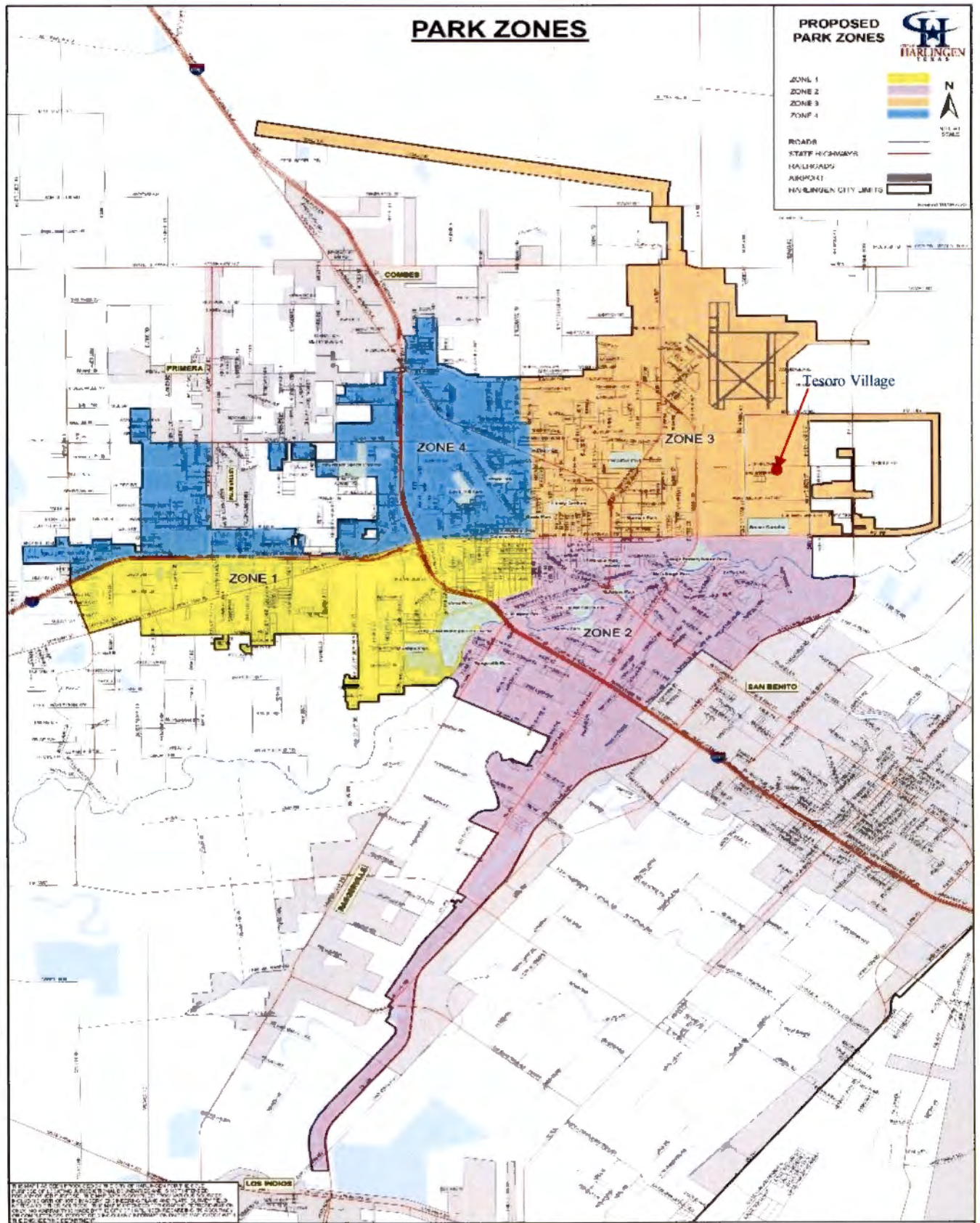
If additional clarification is needed, Public Works is available to discuss further.

Sincerely,

A handwritten signature in blue ink that reads 'Ruth Trevino'.

Ruth Trevino
Public Works Department

Attachment X – Park Zones Map



PLANNING AND ZONING COMMISSION
March 10, 2026

ACTION ITEMS/PUBLIC HEARINGS

- 3) Consideration and possible action to approve the preliminary construction plans and final plat with conditions of the proposed Tesoro Village Subdivision, bearing a legal description of a 20.00-acre tract of land, more or less, being the west 20.00 acres of Block Twenty- Nine (29), Palmetto Company Subdivision, located south of Grimes Road, approximately 5,138.57 feet west of FM 509. Applicant: Scheibe Consulting, LLC c/o Paul Daniec**

City Planner Soledad Núñez presented the proposed Tesoro Village Subdivision as follows:

- An Aerial View with the Subject Property highlighted was used to present the subdivision.
- The developer is proposing fifty-six (56) multi-family residential lots.
- The development is in line with the current multifamily residential for the area.
- All drainage improvements will be met to meet the current standard.
- Water and wastewater services will be provided by Harlingen Water Works.
- The developer will be paying Park Fees at four hundred and seventy-five dollars (\$475*) per lot. This will also be calculated at the building permit phase based on however many units they are proposing within the subdivision. Park Fees will be going to Park Zone Three (3).

**The park fee per lot was corrected during the presentation.*

Cmr. Thomas asked how the amount per lot was determined. Ms. Núñez explained that it was determined by whenever the application was submitted for the subdivision. She said that every November, the amount increases by twenty-five dollars (\$25) until it caps at seven hundred and fifty dollars (\$750).

- Ms. Núñez added that Staff is recommending approval of the preliminary construction plans and final plat.

Chairman Consiglio confirmed that it was preliminary and final plat. Ms. Núñez said yes. The Chairman then asked was multifamily meant. Ms. Núñez said they are proposing duplexes. The Chairman acknowledged this response.

Chairman Consiglio asked if there any questions for Staff on item three (3). Upon hearing none, he asked if there was a motion.

Cmr. Cruz-Velázquez referred to the point on the summary stating that the City will not own and maintain the ditches, draining easements, etc. She asked if it was assumed that they [the developer] had agreed to that. Ms. Núñez indicated there was not yet a response and that it was only assumed that they have agreed to that. Through discussion it was determined that the Engineer of Record for the project was not present. Cmr. Cruz-Velázquez asked if this could be

put as a condition. Ms. Núñez explained that it would go on the plat as a plat note that the property would be privately owned and maintained by the developer and/or a HOA (Homeowner's Association).

Chairman Consiglio clarified that the motion was being made to approve with the plat note. Cmr. Cruz-Velázquez confirmed that this is what was wanted. Cmr. Flores

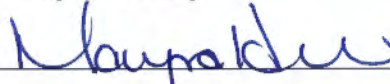
**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **March 18, 2026**

Agenda Item:

Consideration and possible action to approve the invoice from Cameron County Elections Department for the November 4th, 2025, District 1, 2 and Mayor (At-Large) Regular City Elections.

Prepared By (Print Name): Mayra Herrera
Title: City Secretary

Signature: 

Brief Summary:

The City Secretary's Office is requesting the City of Harlingen Commission's approval for the invoice from the Cameron County Election Department. The invoice is for the November 4, 2025, Regular City Election for District 1, 2 and Mayor. The cost for this election is \$102,443.42. Attached is the breakdown of the charges and staff recommends approval.

Funding (if applicable):

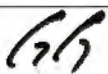
Are funds specifically designated in the current budget for the full amount ☐ Yes ☐ No*

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

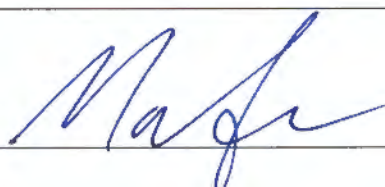
Finance Director's approval: ☐ Yes ☐ No ☐ N/A

Staff Recommendation:

Staff recommends approval of the resolution.

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

Comments:

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



REMI GARZA, CERA
ELECTIONS ADMINISTRATOR

February 23, 2026

Mayra Herrea
City Secretary
407 N. 77 Sunshine Strip
Harlingen, Tx 78550

RE: Invoice for the City of Harlingen - General Election

Dear Ms. Herrea,

Please find our department's Summary of Charges for the November 4, 2025 City of Harlingen Election and supporting information enclosed.

The cost for the November 4, 2025 City of Harlingen totaled \$102,443.42. Our records do not show a deposit. Therefore, the total amount due is \$102,443.42. Upon review and acceptance, please remit payment to:

Cameron County
c/o Office of the Elections Administrator
P.O. Box 3587
Brownsville, Texas 78523

Thank you for giving the Cameron County Elections Office the opportunity to serve the City of Harlingen. We look forward to working with you again in the future.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Remi Garza", is written over a circular stamp. The stamp contains the text "REMI GARZA" and "ELECTIONS ADMINISTRATOR".

Remi Garza
Elections Administrator

XC File
 County Auditor
 County Treasurer



REPORT OF CONTRACTED EXPENSES FOR THE
COUNTY ELECTIONS SERVICE CONTRACTS

ELECTIONS SERVICES FOR November 4, 2025 ELECTION
COUNTY, CAMERON, TEXAS, CONTRACTING City of Harlingen

ELECTION	RUNOFF	RECOUNT
☐ ESTIMATE	☐ ESTIMATE	☐ ESTIMATE
☒ FINAL COST	☐ FINAL COST	☐ FINAL COST

SECTION A		
A1 TAB 1	Letter from Administrator, Report of Contracted Expenses, Deposit	
A2 TAB 2	Jurisdiction voter turnout	4,699
A3 TAB 3	Number of election day polling places (excluding early voting)	57
A4 TAB 4	Number of early voting stations	21
A5 TAB 5	Number of Ballots (include early voting ballots; do not include sample/test ballots)	153,060
A6 TAB 6	Number of Poll Workers	443

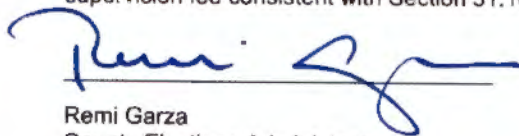
SECTION B

B1 TAB 7	Personnel-Overtime, Extra Help, Additional Extra Help, IT Technical Support, Security, Early Voting, Election Day, Trainings, Delivery, Ballot Boards, Central Count, Phone Banking (6004, 6005, 6006, 6007, 6008, 6011, 6012)	\$ 57,914.52
B2 TAB 8	Election Supplies (6014, 4607)	\$ 2,580.75
B3 TAB 9	Transportation of Voting equipment, supplies and mileage (6016, 6050)	\$ 176.31
B4 TAB 10	Professional Services (6045)	\$ 1,686.44
B5 TAB 11	Network Communications & Mobile Phones (6048, 6047)	\$ 1,431.17
B6 TAB 12	Postage (6049)	\$ 60.70
B7 TAB 13	Advertising (6054)	\$ 571.16
B8 TAB 14	Printing & Binding (Ballots Only 6055)	\$ 4,189.57
B9 TAB 15	Real Estate & Equipment Rental (6068, 6069)	\$ 2,310.08
B10 TAB 16	Rental of County owned equipment per unit or electronic voting system equipment installed at the polling locations and central Counting station (DS200, DS450 and Automarks (4607)	\$ 17,773.78
B11 TAB 17	Data Processing (6077)	\$ 2,567.17
B12 TAB 18	Miscellaneous (any expenses legally necessary for the conduct of the election which cannot be reported elsewhere in the report)(6014,6025, 6033)	\$ 1,868.73

SECTION B CONTINUED

Total Cost of Contracted Expenses	\$ <u>93,130.38</u>
County Election Services Contract Admin Fee (up to the total contracted expenses)	\$ <u>9,313.04</u>
Total Cost of Contracted Election	\$ <u>102,443.42</u>
Applied Deposit	\$ <u> </u>
Final Amount Due	\$ <u>102,443.42</u>

I, **Remi Garza**, Elections Administrator, Hereby Certify that the cost on this invoice are true and correct representation of the actual expenses directly attributable to the election services provided to Cameron County, Texas City of Harlingen contracting entity and the 10% general supervision fee consistent with Section 31.100, Texas Election


 Remi Garza
 County Elections Administrator

2/20/24
 Date

Invoice # 2025-180-7037 City of Harlingen

For:

Ship To:
Remi Garza
Election Administrator
for Cameron County
1050 E. Madison
Brownsville, TX 78520
956-544-0809

If you have any questions concerning this invoice, contact:

Remi Garza
Elections Administrator
remi.garza@cc.cameron.tx.us

Item Number	Description	Price	Quantity	%	Amount
4607	Final Cost for the City of Harlingen for the November 4, 2025 Election	\$ 102,443.42	1	100%	\$ 102,443.42
Subtotal	Total items: 2				102,443.42

Sales Tax	
Less Deposit Received	
Invoice Total	

Thank you for your business!

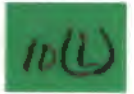
Cameron County Elections Department

www.co.cameron.tx.us

fern.garza@co.cameron.tx.us



**AGENDA ITEM
EXECUTIVE SUMMARY**



Meeting Date: **March 18, 2026**

Agenda Item:

Consideration and possible action to approve the Filming Guidelines for the City of Harlingen, authorizing the City Manager to enter into agreements with entities seeking to film in Harlingen, Texas in support of the City's efforts to obtain Film Friendly Certification. Attachment **(CVB)**

Prepared By (Print Name): Cassandra Consiglio
Title: Visit Harlingen Director

Signature: *C Consiglio*

Brief Summary:

The City of Harlingen Filming Guidelines establish a clear process for film, television, and media productions seeking to film within the city while ensuring proper coordination with local departments. These guidelines protect the City by outlining requirements related to permits, insurance, public safety, and the responsible use of public property. They also support economic development by promoting Harlingen as a film-friendly destination, encouraging film industry tourism, and advancing the City's goal of obtaining Film Friendly Texas Certification.

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: *[Signature]* ☒ Yes ☐ No ☐ N/A

Comments:

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

Guidelines for Filming in Harlingen, Texas

I. Purpose

II. City Control/City Manager Authority

III. Permit Requirements and Fees

IV. Application Fee

V. Use of City Equipment and Personnel

VI. Use of City-Owned Real Estate

VII. Vehicles and Equipment

VIII. Hours of Filming

IX. Notification of Neighbors

X. Certificate of Insurance

XI. Damage to Public or Private Property XII. Hold Harmless Agreement

Guidelines for Filming in Harlingen, Texas

I. PURPOSE

The Guidelines contained in this policy are intended to create a program for promoting economic development activity within **Harlingen** and the vicinity of the City. The following Guidelines are also intended to protect the personal and property rights of **Harlingen**, Texas residents and businesses, and to promote the public health, safety and welfare. The City Manager reserves the right to impose additional regulations in the interest of public health, safety and welfare, or if otherwise deemed appropriate by the City Manager.

These Guidelines cover requests for commercial use of City-owned property (including but not limited to streets, rights-of-way, parks, and/or public buildings), commercial use of private property which may affect adjacent public or private property, and the use of City equipment and personnel in all types of motion picture production, including, but not limited to, feature films, television programs, commercials, music videos and corporate films.

II. CITY CONTROL/CITY MANAGER AUTHORITY

The City Manager may authorize the use of any street, right-of-way, park, or public building, equipment or personnel for commercial uses in the filming or taping of movies, television programs, commercials, or training films and related activities. In conjunction with these uses, the City Manager may require that any or all of the conditions and/or remuneration herein and as specified on the application be met as a prerequisite to that use.

The Applicant agrees that the City of **Harlingen** shall have exclusive authority to grant the Applicant the use of public streets, rights-of-way, parks and public buildings of the City, as well as authority to regulate the hours of production and the general location of the production. The City reserves the full and absolute right to prohibit all filming or to order cessation of filming in order to promote the public health, safety or welfare.

The Applicant shall allow City departments (e.g., Police, Fire, Building) to inspect all structures, property, devices and equipment to be used in connection with the filming and taping, as deemed appropriate by the City Manager.

III. PERMIT REQUIREMENTS

Before filing an application for filming in **Harlingen**, the Office of the City Manager must be contacted to discuss the production's specific filming requirements and the feasibility of filming in **Harlingen**, TX.

Any commercial producer who desires to undertake a commercial production in **Harlingen** is required to complete and return the attached application for filming to the Office of the City Manager, within the time frames below:

- **Commercials or episodic television:** a minimum of two (2) business days prior to the commencement of filming or any substantial activity related to the project.
- **Feature films:** a minimum of five (5) business days prior to the commencement of filming or any substantial activity related to the project.

IV. APPLICATION FEE

A suggested application processing fee of \$25.00 should accompany each application for filming in **Harlingen**.

The City Manager may waive this fee upon proof of an organization's non-profit status or for any other reason deemed appropriate by the City Manager.

V. USE OF CITY EQUIPMENT AND PERSONNEL

The Applicant shall pay for all costs of any Police, Fire, Public Works, or other City personnel assigned to the project (whether specifically requested by the production). Remuneration rates for the use of any City equipment, including police cars and fire equipment, will be established on a case-by-case basis as determined by the City Manager. The Applicant shall pay all costs in full within ten (10) days after receipt of an invoice for said costs. The City Manager may, at his/her discretion, require an advance deposit for all costs related to City personnel and/or the use of City equipment.

The City Manager, in consultation with the Chief of Police and/or Fire Chief, shall have the authority to stipulate additional fire or police requirements and level of staffing for same, at any time during a film project if it is determined to be in the best interest of public health, safety and welfare, which cost shall be borne entirely by the Applicant.

Off-duty police officers and firefighters shall be paid by the production company at a rate no less than one and one-half times their hourly rate.

VI. USE OF CITY-OWNED REAL ESTATE

The City Manager may authorize the use of any street, right-of-way, park or public building, use of **Harlingen**, Texas name, trademark or logo and/or use of City equipment and/or personnel for commercial uses in motion picture production. In conjunction with these uses, the City Manager may require that any or all of the conditions and/or remuneration as specified herein and on the application be met as a prerequisite to that use. A security or damage deposit may be required within the discretion of the City Manager.

The Applicant shall reimburse the City for inconveniences when using public property. Following is the rate schedule:

Activity:	Cost per calendar day:
Total or disruptive use (regular operating hours) of a public building, park, right-of-way, or public area	\$300
Partial, non-disruptive use of a public building, park, right-of-way, or public area	\$150
Total closure or obstruction of public street or right-of-way, including parking lots and on-street parking	\$50
Partial closure or obstruction of public street or right-of-way, including parking lots and on-street parking	\$25
Use of City parking lots, parking areas, and City streets (for the purpose of parking film trailers, buses, catering trucks, and other large vehicles)	\$50

The Applicant acknowledges and agrees that the City of **Anytown**, Texas, possesses and retains exclusive authority to grant the Applicant a revocable license for the use of its name, trademark, and logo, public streets, rights-of-way, parks and buildings of the City as well as control over the hours of production and the general location of the production. The City reserves the full and absolute right to prohibit all filming or to order cessation of filming activity in order to promote the public health, safety and/or welfare.

In order to leave the City-owned property in as good condition as when received, the Applicant is responsible for and must provide professional cleaning and/or sanitation services upon completion of work, if the City requests such cleaning and/or sanitation services at any time. Upon such a request by the City, the Applicant must obtain approval from the City of the Applicant's arrangements for cleaning and/or sanitation services (which will not be unreasonably withheld). The City may require such approval before use of the City-owned property for Production Activity begins.

VII. VEHICLES AND EQUIPMENT

The Applicant shall provide a report listing the number of vehicles and types of equipment to be used during the filming, including proposed hours of use and proposed parking locations. Such locations will need to be specifically approved by the City Manager. On-street parking or use of public parking lots is subject to City approval.

The use of exterior lighting, power generators, or any other noise- or light-producing equipment requires on-site approval of the City Manager.

VIII. HOURS OF FILMING

Unless express written permission has been obtained from the City Manager in advance, and affected property owners, tenants and residents have been notified, filming will be limited to the following hours:

Monday through Friday: 7:00 a.m. to 9:00 p.m.

Saturday, Sunday and holidays: 8:00 a.m. to 8:00 p.m.

IX. NOTIFICATION OF NEIGHBORS

The Applicant shall provide a short, written description, approved by the City Manager, of the schedule for the proposed production to the owners, tenants and residents of each property in the affected neighborhood(s). The Applicant, or his or her designee, shall make a good faith effort to notify each owner, tenant and resident of all such property, and shall submit, as part of this application, a report noting owners, tenants and/or residents' comments, along with their signatures, addresses and phone numbers. Based upon this community feedback, and other appropriate factors considered by the City Manager, the City Manager may grant or deny the filming application.

X. CERTIFICATE OF INSURANCE

The Applicant shall attach a valid certificate of insurance, issued by a company authorized to conduct business in the state of Texas, naming the City of Harlingen and its agents, officers, elected officials, employees and assigns, as additional insured, in an amount not less than \$1,000,000 general liability, including bodily injury and property damage with a \$1,000,000 umbrella; and automobile liability (if applicable) in an amount not less than \$1,000,000 including bodily injury and property damage.

With a minimum of the following:

Type of Coverage	Limits of Liability	
Worker's Compensation	\$ 500,000	Each Accident
Employer's Liability	\$ 500,000	Disease, Policy Limit
	\$ 500,000	Disease, Each Employee
Commercial General Liability	\$2,000,000	General Aggregate
	\$2,000,000	Products-Completed Operations
	\$1,000,000	Personal & Advertising Injury
	\$1,000,000	Each Occurrence
	\$ 50,000	Fire Damage
	\$ 5,000	Medical Expense
Commercial Automobile Liability	\$ 500,000	Each Accident Limit

DAMAGE TO PUBLIC OR PRIVATE PROPERTY

The Applicant shall pay in full, within ten (10) days of receipt of an invoice, the costs of repair for any and all damage to public or private property, resulting from or in connection with, the production, and restore the property to its original condition prior to the production, or to better than original condition.

XI. HOLD HARMLESS AGREEMENT

The Applicant shall sign the following Hold Harmless Agreement holding the City harmless from any claim that may arise from their use of designated public property, right-of-way, or equipment in conjunction with the permitted use:

*I certify that I represent the firm which will be performing the filming/taping at the locations specified on the attached permit application. I further certify that I and my firm will perform in accordance with the directions and specifications of The City of **Harlingen**, Texas, and that I and my firm will indemnify and hold harmless the City of **Harlingen**, Texas and its elected officials, officers, servants, employees, successors, agents, departments and assigns from any and all losses, damages, expenses, costs and/or claims of every nature and kind arising out of or in connection with the filming/taping and other related activities engaged in pursuant to this Application.*

*I further certify that the information provided on this Application is true and correct to the best of my knowledge, and that I possess the authority to sign this and other contracts and agreements with the City of **Harlingen**, Texas on behalf of the firm.*

Signature Date: _____

Printed Name

Title

THE CITY OF HARLINGEN, TEXAS

Application for Commercial Filming

Title of Project: _____

Type of Production: _____
(feature film, television series, commercial, music video, virtual reality, etc.)

Proposed Filming Locations (attach additional pages if necessary):

Date(s) of Prep, Filming & Wrap:

Primary Contact Name: _____

Cell Phone Number: _____

Email: _____

Location Manager (if different from Primary Contact) Name: _____

Cell Phone Number: _____

Email: _____

Name of Production Company: _____

Address: _____

City/State/Zip: _____

Web Site: _____

Has this production already been in contact with the Texas Film Commission? _____ If yes, who is your contact at the Texas Film Commission? _____

Or

Has this production already completed the Texas Film Commission's Texas Production Registration Form? _____

PRODUCTION (Attach additional sheets if necessary.)

1. Production schedule and activities, including stunts, pyrotechnics, special effects, aerial or drone photography, amplified sound or use of animals: (give dates and times, hours should include prep, holding of sets, wrap and rain dates, if potentially needed)
2. Approximate number of persons involved with the production, including cast and crew:
3. Anticipated need of City or County personnel, equipment or property:
4. Public areas in which public access will be restricted during production:
5. Describe alterations to public property:
6. Number and type of production vehicles to be used and location(s) where vehicles will be parked:
7. Location where crew will be fed, if not at filming location:
8. Location where extras will be held, if not at filming location:
9. Please attach map of anticipated street closure(s) or other public area use.

Applicant (production company representative):

Signature Date: _____

Printed Name & Title

Application approved by **Harlingen, Texas** representative:

Date: _____

*The "Guidelines for Filming in **Harlingen, Texas**" apply to all motion picture production in **Harlingen**.*

The Office of the City Manager may require the applicant to acknowledge receipt of the Guidelines prior to approving this application.

**AGENDA ITEM
EXECUTIVE SUMMARY**



Meeting Date: **March 18th, 2026**

Agenda Item:

Consideration and possible action to authorize the City Manager to execute an agreement with Cameron County Drainage District No. 6 (CCDD6) for the coordination and disposal of excavated material from the Hickory Hill Detention Pond Project.

Prepared By: Roberto Hernandez, PE, CFM, MS
Title: City Engineer

Signature: *Roberto Hernandez*

Brief Summary:

The City of Harlingen recently acquired approximately 9 acres of property to develop the Hickory Hill Detention Pond, a drainage improvement project designed to mitigate flooding within an estimated 225-acre drainage basin (670 acres total contributing area). The project includes the excavation of a new detention pond as well as widening of the existing pond by approximately 12 to 18 inches to improve overall stormwater capacity.

Construction of the detention pond is anticipated to generate approximately 50 acre-feet of excavated soil. The proposed agreement with Cameron County Drainage District No. 6 (CCDD6) will allow the District to coordinate the removal and beneficial reuse or disposal of the excavated material.

This partnership will support regional drainage efforts while allowing the City to significantly reduce hauling and disposal costs associated with the project. Approval of this item authorizes the City Manager to execute the agreement with CCDD6 to facilitate coordination of the excavated material generated during construction of the Hickory Hill Detention Pond.

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:

General Fund

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

Staff Recommendation:

Staff recommends approval. *[Signature]*

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

Comments:

City Attorney's approval:

☒

Yes

☐

No

☐

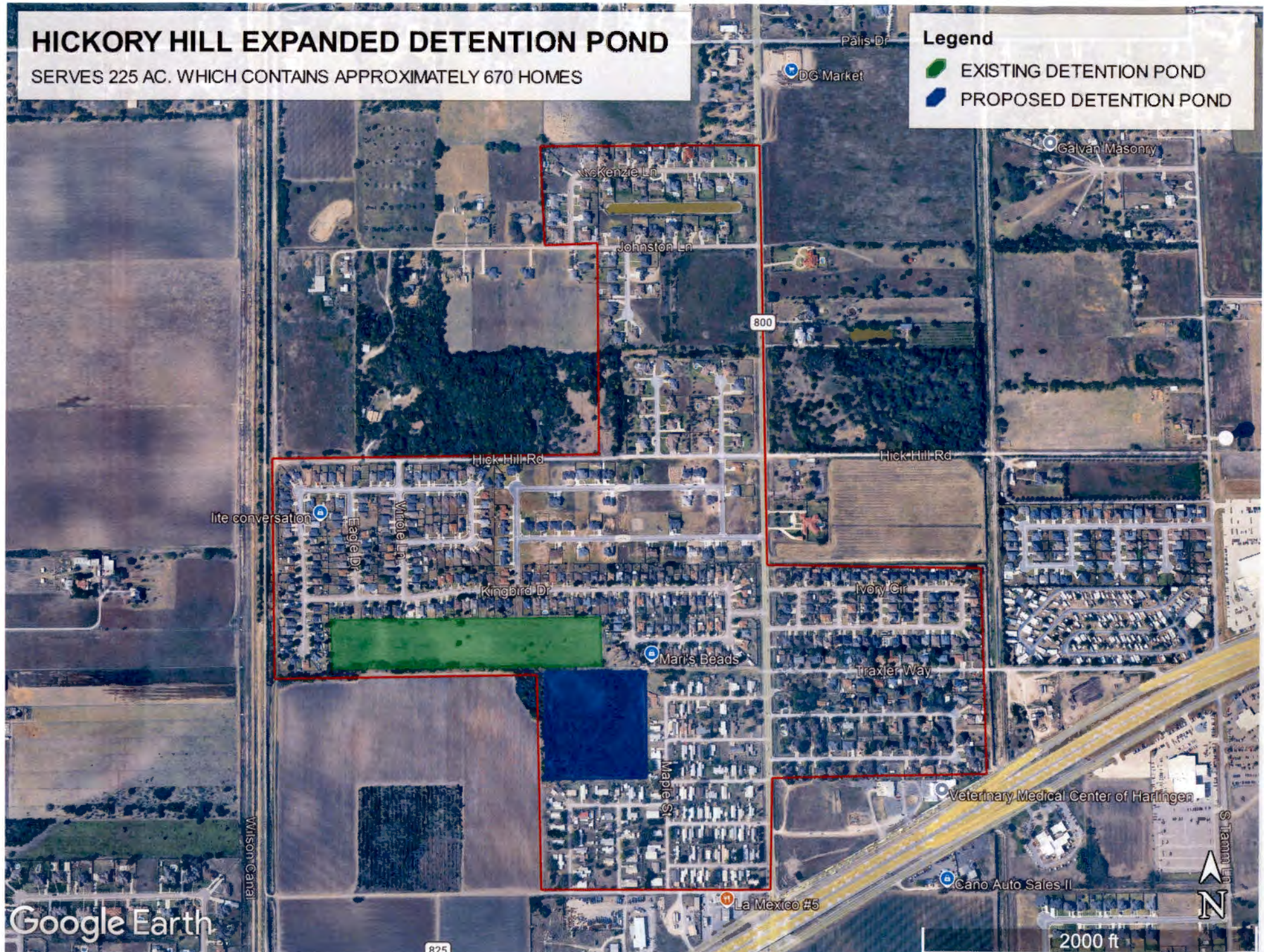
N/A

HICKORY HILL EXPANDED DETENTION POND

SERVES 225 AC. WHICH CONTAINS APPROXIMATELY 670 HOMES

Legend

- EXISTING DETENTION POND
- PROPOSED DETENTION POND



**AGENDA ITEM
EXECUTIVE SUMMARY**



Meeting Date: **March 18th, 2026**

Agenda Item:

Consideration and possible action to authorize the City Manager to award a construction contract for Bid No. 2026-02 for the Victor Park Improvements Project.

Prepared By: Roberto Hernandez, PE, CFM, MS

Title: City Engineer

Signature: *Roberto Hernandez*

Brief Summary:

The Victor Park Improvements Project consists of multiple upgrades intended to enhance recreational amenities and accessibility within Victor Park. The project includes four primary components: construction of a new parking lot, installation of a basketball court, renovation of the existing swimming pool facilities, and construction of a new splash pad. Funding for the project is provided through multiple sources, including **City General Fund (26%)**, **City in-kind match (2%)**, **Community Development Block Grant (22%)**, and **Texas Parks and Wildlife Department (TPWD) grant funding (50%)**.

The project was publicly advertised for bids under **Bid No. 2026-02**, and bids were received for the following project components:

Project Components and Bid Summary

1. **Parking Lot Improvements** – Construction of a new parking lot to improve access, circulation, and parking capacity for park visitors.
Contractor: Innovative Works – Bid Amount: \$167,253.06
2. **Basketball Court Construction** – Installation of a new outdoor basketball court, including pavement, striping, basketball goals, and associated site improvements.
Contractor: Ziwa Corporation – Bid Amount: \$120,000.00
3. **Swimming Pool Renovation** – Renovation and upgrades to the existing swimming pool facility to improve functionality, safety, and overall user experience.
Contractor: South Texas Pools – Bid Amount: \$513,770.00
4. **Splash Pad Construction** – Construction of a new splash pad facility to expand recreational amenities for families and children within Victor Park.
Contractor: South Texas Pools – Bid Amount: \$127,500.00

The construction plans used for bidding and the itemized bid tabulation are attached for reference.

Approval of this item will authorize the City Manager to award the construction contract for the Victor Park Improvements Project and proceed with construction.

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:

General Fund

Finance Director's approval:

☐ Yes ☐ No ☐ N/A

Staff Recommendation:

Staff recommends approval.

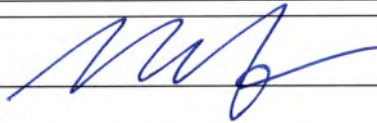
City Manager's approval:



☒ Yes ☐ No ☐ N/A

Comments:

City Attorney's approval:



☒ Yes ☐ No ☐ N/A

Date: Feb. 24, 2026

Bid No. 2026-02 Victor Park Improvements

Bid Deadline: 2:00 P.M.

Bid Opening at: 2:30 P.M.	HUB (Y/N)	Respond (Y/N)	Bid Bond (Y/N)	Reference Form (Y/N)	CIQ Form (Y/N)	Addendum (Y/N)	BID ITEMS	BID AMOUNT
Innovative Works	NO	YES	YES	YES	YES	YES	Swimming Pool	\$730,000.00
							Splash Pad	\$170,000.00
							Basketball Court w/Lighting	\$120,000.00
							Parking Lot	\$215,000.00
							Total Bid:	\$1,235,000.00
South Texas Pools	NO	YES	YES	YES	YES	YES	Swimming Pool	\$513,770.00
							Splash Pad	\$127,500.00
							Basketball Court w/Lighting	
							Parking Lot	
							Total Bid:	\$641,270.00
Ziwa Corporation	NO	YES	YES	YES	YES	YES	Swimming Pool	
							Splash Pad	
							Basketball Court w/Lighting	\$205,051.71
							Parking Lot	\$167,253.06
							Total Bid:	\$372,304.77
8/A Builders	NO	NO					Swimming Pool	
							Splash Pad	
							Basketball Court w/Lighting	
							Parking Lot	
							Total Bid:	
AJ3 Construction	NO	NO					Swimming Pool	
							Splash Pad	
							Basketball Court w/Lighting	
							Parking Lot	
							Total Bid:	
Alcario Construction	NO	NO					Swimming Pool	
							Splash Pad	
							Basketball Court w/Lighting	
							Parking Lot	
							Total Bid:	
Araiza General Construction	NO	NO					Swimming Pool	
							Splash Pad	
							Basketball Court w/Lighting	
							Parking Lot	
							Total Bid:	
C & A Builders	NO	NO					Swimming Pool	
							Splash Pad	
							Basketball Court w/Lighting	
							Parking Lot	
							Total Bid:	
Capitol Electronics	NO	NO					Swimming Pool	
							Splash Pad	
							Basketball Court w/Lighting	
							Parking Lot	
							Total Bid:	
Clore Equipment	NO	NO					Swimming Pool	
							Splash Pad	
							Basketball Court w/Lighting	
							Parking Lot	
							Total Bid:	
Diamond 8 Industries	NO	NO					Swimming Pool	
							Splash Pad	
							Basketball Court w/Lighting	
							Parking Lot	
							Total Bid:	
G & G Contractors	NO	NO					Swimming Pool	
							Splash Pad	
							Basketball Court w/Lighting	
							Parking Lot	
							Total Bid:	
Heffner Design Team	NO	NO					Swimming Pool	
							Splash Pad	
							Basketball Court w/Lighting	
							Parking Lot	
							Total Bid:	

[illegible]

CITY OF HARLINGEN

PLANS OF PROPOSED VICTOR PARK SITE & BASKETBALL COURT IMPROVEMENTS

PROJECT TO CONSIST OF REINFORCED CONCRETE SLAB, EARTHWORK GRADING,
COMPACTED SELECT FILL, ACRYLIC COLOR SURFACING, SIDEWALK, AND STRIPING FOR
BASKETBALL COURT COURT.

PROJECT NO.	SHEET NO.
STATE	COUNTY
TEXAS	CAMERON

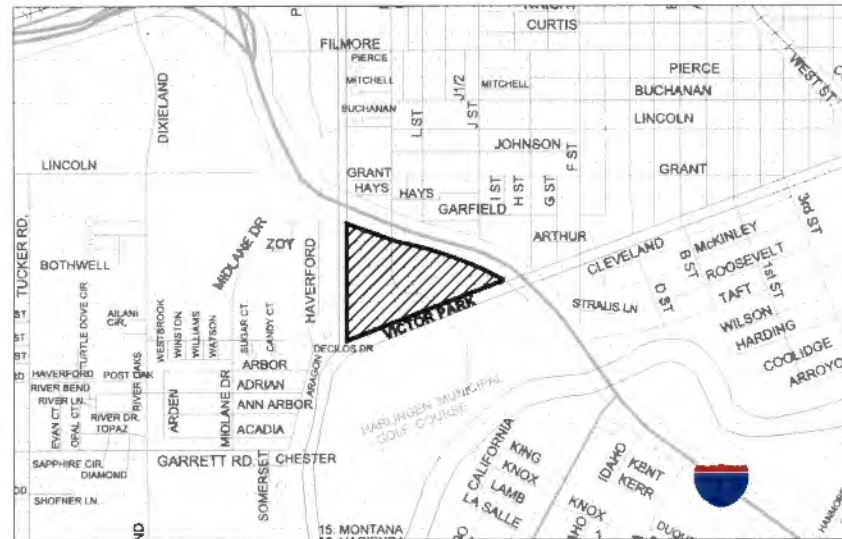


SHEET INDEX

VICTOR PARK BASKETBALL COURT

- TITLE SHEET
- GENERAL NOTES (1 OF 3)
- GENERAL NOTES (2 OF 3)
- GENERAL NOTES (3 OF 3)
- EXISTING CONDITIONS
- PROPOSED GRADING PLAN
- FOUNDATON DETAILS
- STRIPING AND LIGHTING DETAILS
- SIDEWALK DETAILS

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LOCATION MAP
N.T.S.

01-30-26
DATE

ISAC J. RAMIREZ
ENGINEER OF RECORD



Isac J. Ramirez 01-30-2026



Harlingen City Commission

Mrs. Norma Sepulveda	Mayor
Mr. Ford Kinsley	Commissioner, District 1
Mr. Daniel Lopez	Commissioner, District 2
Mr. Mike Mezmar	Commissioner, District 3
Mr. Frank Morales	Commissioner, District 4
Mr. Rene Perez	Commissioner, District 5
Mr. Gabriel Gonzalez, CPM	City Manager

CAST-IN-PLACE CONCRETE NOTES

1. VERIFY ALL DIMENSIONS, COORDINATE WITH PLANS PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY DISCREPANCIES.
2. ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE AMERICAN CONCRETE INSTITUTE SPECIFICATIONS, ACI #301-05, OR LATEST EDITION DRILLED PIERS SHALL COMPLY WITH ACI 308.1-01 AND ACI 308.3R-05
3. ALL DETAILING, FABRICATION AND ERECTION OF REINFORCING BARS, ACCESSORIES UNLESS OTHERWISE NOTED, SHALL BE IN ACCORDANCE WITH THE ACI #315 LATEST EDITION OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE.
4. THE MINIMUM 28 DAYS CYLINDER STRENGTH SHALL BE AS FOLLOWS:
SLAB ON GRADE: 3000 PSI AT 28 DAYS; CONCRETE WEIGHT -NWC; WATER/CEMENT RATIO -0.5;
SIZE OF LARGE AGGREGATE - 1 1/2"; MAXIMUM SLUMP - 8". ALL MIXES SHALL HAVE A MINIMUM OF 5 SACKS OF CEMENTITIOUS MATERIAL PER YARD REGARDLESS OF STRENGTH OBTAINED.
5. NO HORIZONTAL CONSTRUCTION JOINTS WILL BE PERMITTED IN SLABS OR BEAMS.
6. VERTICAL CONSTRUCTION JOINTS IN SLABS ARE TO BE AS SHOWN ON PLANS OR AS APPROVED BY ENGINEER
7. ALL OPENINGS IN SLAB (FOR PIPING, DRAINS, ETC) SHALL BE SEALED WITH 1/2 SEALANT "2K" (SELF-LEVELING 2-PART POLYURETHANE)
8. UTILITIES THAT PROJECT THROUGH SLAB FLOORS SHOULD BE DESIGNED WITH EITHER SOME DEGREE OF FLEXIBILITY OR WITH SLEEVES IN ORDER TO PREVENT DAMAGE TO THESE LINES SHOULD VERTICAL MOVEMENT OCCUR.
9. BACKFILL AROUND PERIMETER TO PROVIDE POSITIVE DRAINAGE AWAY FROM SLAB. ANCHOR BOLTS, DOWELS, INSERTS, ETC SHALL BE SECURELY TIED IN PLACE PRIOR TO PLACING CONCRETE.
11. MECHANICALLY VIBRATE ALL CONCRETE WHEN PLACED.
12. CONCRETE TESTING SHALL BE ONE SET OF CYLINDERS FOR EVERY 50 CUBIC YARDS OR PORTION THEREOF FOR EACH TYPE OF CONCRETE POURED ON ANY GIVEN DAY. ONE SET CONSISTS OF 2 CYLINDERS TESTED FOR COMPRESSION AT 7 DAYS AND 2 CYLINDERS AT 28 DAYS.
13. NO CONCRETE PLACEMENT IS PERMITTED WHEN AMBIENT TEMPERATURE IS BELOW 50° F.
14. NO CONCRETE PLACEMENT IS PERMITTED DURING RAIN FALL.
15. ALL EXPOSED CONCRETE BEAMS AND COLUMNS SHALL BE FREE OF HONEYCOMBS AND DISCOLORATION. CONCRETE SHALL HAVE A SMOOTH SURFACE.
16. EARTH FORMS: FORMS FOR FOOTINGS MAY BE CUT INTO EARTH PROVIDED THAT EARTH IS DRY, STABLE, LEVEL, AND SOUND. PROVIDE A 2x12 MINIMUM AND FORM MINIMUM BELOW BRICK LUG ELEVATION AT ALL PERIMETER GRADE BEAMS AND FOOTINGS
19. VAPOR BARRIER
A. VAPOR BARRIER (UNDER SLAB) SHALL CONFORM TO ASTM E1745, CLASS A OR BETTER AND SHALL HAVE A MINIMUM WATER VAPOR PERMEANCE OF 0.01 PERMS WHEN TESTED IN ACCORDANCE WITH ASTM E96. VAPOR RETARDANT SHALL BE NOT LESS THAN 15 MILS THICK.
APPROVED PRODUCTS
A. STEGO WRAP (15 MIL) BY STEGO INDUSTRIES LLC (887) 464-7834
INSTALLATION
A. LAY SHEETS SMOOTHLY, STRETCH AND WEIGHT EDGES, LAP JOINTS TWELVE (12) INCHES AND SEAL WITH TAPE AS SPECIFIED BY VAPOR BARRIER MANUFACTURER
TURN BARRIER UP SIX (6) INCHES AT WALLS AND AT ALL PIPES, ABUTMENTS, ETC TAPE AND SEAL AT PENETRATIONS AND AT EDGES
B. AT GRADE BEAMS EXTEND VAPOR RETARDANT DOWN SIDES OF BEAM TRENCHES (AND FOOTING EXCAVATIONS) TO WITHIN 4" OF TRENCH BOTTOM AND SECURE TO SIDES OF TRENCH EXTEND BARRIER ACROSS BOTTOM OF BEAM TRENCH.
PATCHING:
A. PATCH ALL PUNCTURES WITH A MINIMUM OVERLAP OF 6" IN ALL DIRECTIONS AND TAPE AROUND ENTIRE PERIMETER OF REPAIR.
A. PREINSTALLATION CONFERENCE:
1. AT LEAST 30 DAYS PRIOR TO THE START OF THE CONCRETE SLAB CONSTRUCTION SCHEDULE, THE CONTRACTOR SHALL CONDUCT A MEETING TO REVIEW THE PROPOSED MIX DESIGNS AND TO DISCUSS THE REQUIRED METHODS AND PROCEDURES TO ACHIEVE THE REQUIRED CONCRETE CONSTRUCTION THE CONTRACTOR SHALL SEND A PRE-CONCRETE CONFERENCE AGENDA TO ALL ATTENDEES 20 DAYS PRIOR TO THE SCHEDULED DATE OF THE CONFERENCE.
2. THE CONTRACTOR SHALL REQUIRE RESPONSIBLE REPRESENTATIVES OF EVERY PARTY CONCERNED WITH THE CONCRETE WORK TO ATTEND THE CONFERENCE, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:
A) CONTRACTOR'S SUPERINTENDENT
B) LABORATORY RESPONSIBLE FOR CONCRETE MIXES AND/ OR FIELD QUALITY CONTROL
C) READY-MIX CONCRETE PRODUCER
D) CONCRETE SUBCONTRACTOR
E) ADMIXTURE MANUFACTURER(S)
F) LIQUID DENSIFIER AND SEALER MANUFACTURER
G) LIQUID DENSIFIER AND SEALER APPLICATOR
H) JOINT FILLING APPLICATOR
3. MINUTES OF THE MEETING SHALL BE RECORDED, TYPED AND PRINTED BY THE CONTRACTOR AND DISTRIBUTED BY HIM TO ALL CONCERNED PARTIES, INCLUDING THE OWNER'S REPRESENTATIVE, THE ARCHITECT, AND THE STRUCTURAL ENGINEER WITHIN FIVE DAYS OF THE MEETING.
B. CONCRETE MATERIAL:
1. PORTLAND CEMENT ASTM C 150, TYPE I USE ONE BRAND OF CEMENT THROUGHOUT THE PROJECT
2. COARSE AND FINE AGGREGATES ASTM C33 COMBINED AGGREGATE GRADATION FOR SLABS ON GRADE AND OTHER DESIGNATED CONCRETE SHALL BE 8% - 18% FOR LARGE TOP AGGREGATES (1 1/2" OR 83 - 22% FOR SMALLER TOP SIZE AGGREGATES (1" OR 3/4") RETAINED ON EACH SIEVE BELOW THE TOP SIZE AND ABOVE THE NO 100 SIEVE SLABS ON GRADE SHALL HAVE A MAXIMUM AGGREGATE SIZE OF 1-1/2" FOOTINGS AND PIERS 1" AND BEAMS 3/4"
3. WATER: COMPLYING WITH ASTM C 94
4. ALL CONCRETE SHALL CONTAIN "POZZOLITH" ADMIX AS PER MANUFACTURER'S SPECIFICATIONS, IN ACCORDANCE WITH ASTM C494

- C. ADMIXTURES:
1. AIR-ENTRAINING ADMIXTURES: SHALL CONFORM TO ASTM C-260 ADMIXTURE MANUFACTURER SHALL PROVIDE WRITTEN CERTIFICATION THAT THE AIR-ENTRAINING ADMIXTURE IS COMPATIBLE WITH OTHER REQUIRED ADMIXTURES. ALL EXTERIOR SLABS SHALL BE AIR-ENTRAINED (4% - 6%) ACCEPTABLE PRODUCTS EUCLID CHEMICAL AEA-92 AND AIRMIX 200, MASTER BUILDERS MICROAIR W.R. GRACE DARAVAIR 1000 AND DAREX-11
NOTE: AIR-ENTRAINING ADMIXTURE SHALL NOT BE USED ON INTERIOR CONCRETE
2. WATER-REDUCING ADMIXTURE SHALL CONFORM TO ASTM C494 TYPE A AND CONTAIN NOT MORE THAN 0.05% CHLORIDE IONS ACCEPTABLE PRODUCTS EUCLID CHEMICAL WR-89 AND WR-81, MASTER BUILDERS 200N AND 322N, W.R. GRACE WRDA 36 AND WRDA 64
3. WATER REDUCING, RETARDING ADMIXTURE SHALL CONFORM TO ASTM C494, TYPE D, AND CONTAIN NOT MORE THAN 0.05% CHLORIDE IONS, ACCEPTABLE PRODUCTS: EUCLID CHEMICAL RETARDER 75, MASTER BUILDERS POZZOLITH R, WR GRACE DARATARD 17
4. HIGH RANGE WATER-REDUCING ADMIXTURE (SUPERPLASTICIZER), SHALL CONFORM TO ASTM C494, TYPE F OR TYPE G AND CONTAIN NOT MORE THAN 0.05% CHLORIDE IONS ACCEPTABLE PRODUCTS EUCLID CHEMICAL EUCON 37, MASTER BUILDERS REOBUILD 1000 WR GRACE DARACEM - 1000
5. WATER-REDUCING, NON-CORROSIVE ACCELERATING ADMIXTURE SHALL CONFORM TO ASTM C494, TYPE G OR R, AND CONTAIN NOT MORE CHLORIDE IONS THAN ARE PRESENT IN MUNICIPAL DRINKING WATER THE ADMIXTURE MANUFACTURER MUST HAVE LONG-TERM, NON-CORROSIVE TEST DATA FROM AN INDEPENDENT TESTING LABORATORY (OF AT LEAST A YEAR'S DURATION) USING AN ACCEPTABLE ACCELERATED CORROSION TEST METHOD SUCH AS THAT USING ELECTRICAL POTENTIAL MEASURES, ACCEPTABLE PRODUCTS EUCLID CHEMICAL ACCELGUARD 8080 AND ACCELGUARD NCA, MASTER BUILDERS NC534 AND POZZUTEC 20, W.R. GRACE POLARSET.
6. PROHIBITED ADMIXTURES:
a. CALCIUM CHLORIDE OR ADMIXTURES CONTAINING MORE THAN 0.05% CHLORIDE IONS ARE NOT PERMITTED
D. EVAPORATION RETARDER
1. WATERBORNE, MONOMOLECULAR FILM FORMING, MANUFACTURED FOR APPLICATION TO FRESH CONCRETE
a) ACCEPTABLE PRODUCTS:
"EUCOBAR" BY THE EUCLID CHEMICAL COMPANY - CONTACT PHIL BRANDT 887-438-3826
E. CURING MATERIALS:
1. EXTERIOR CURING: ALL EXTERIOR CONCRETE SLABS SHALL BE CURED USING A LIQUID MEMBRANE-FORMING CURING COMPOUND THE LIQUID MEMBRANE-FORMING CURING COMPOUND SHALL MEET THE REQUIREMENTS OF ASTM C 1315 WITH A MAXIMUM V.O.C. CONTENT OF 700 G/L
a) ACCEPTABLE PRODUCTS:
"SUPER REZ SEAL" BY EUCLID CHEMICAL COMPANY - CONTACT PHIL BRANDT 877-438-3826
2. INTERIOR CURING: ALL INTERIOR CONCRETE SLABS SHALL BE CURED USING A REDUCED ODOR, DISSIPATING LIQUID MEMBRANE-FORMING CURING COMPOUND THAT IS FORMULATED FROM HYDROCARBON RESINS THE DISSIPATING LIQUID MEMBRANE-FORMING CURING COMPOUND SHALL MEET THE REQUIREMENTS OF ASTM C-309 AND V.O.C. CONTENTS IN ACCORDANCE TO EPA 40 CFR, PART 59, TABLE 1, SUBPART D FOR CONCRETE CURING COMPOUNDS WITH A MAXIMUM V.O.C. CONTENT OF 350 G/L, APPLY AT 400 SF/GALLON.
a) ACCEPTABLE PRODUCTS:
"KUREZ DR VOX" BY THE EUCLID CHEMICAL COMPANY - CONTACT PHIL BRANDT 877-438-3826
ALL CONCRETE SLABS SHALL ALSO BE MAINTAINED MOIST FOR 7 DAYS.
F. CONCRETE MIXES:
1. COMPLY WITH ACI 301 REQUIREMENTS FOR CONCRETE MIXTURE, U.N.O.
2. PREPARE DESIGN MIXES SIGNED AND SEALED BY A PROFESSIONAL ENGINEER, PROPORTIONED ACCORDING TO ACI 301, FOR NORMAL WEIGHT CONCRETE DETERMINED BY EITHER LABORATORY TRIAL MIX OR FIELD TEST DATA AS FOLLOWS:
CONCRETE MATERIALS INCLUDED IN THE MIX DESIGN SHALL BE THE SAME MATERIALS PROVIDED TO THE PROJECT, AND SHALL BE PREPARED BY AN INDEPENDENT TESTING LABORATORY APPROVED BY THE OWNER. THE LABORATORY MIX DESIGN SHALL NOT EXCEED THE DESIRED JOB STRENGTH OF CONCRETE BY 1,200 PSI. FOUR COPIES OF THE MIX DESIGN SHALL BE SUBMITTED TO THE OWNER BEFORE CONCRETE WORK BEGINS.
3. SLUMP: CONCRETE CONTAINING HRWR SHALL HAVE A MAXIMUM SLUMP OF 8" (200MM). ALL OTHER CONCRETE SHALL NOT EXCEED 4 INCHES (100 MM) UNLESS OTHERWISE INDICATED ON THE DRAWINGS
4. ADJUSTMENT TO CONCRETE MIXES: MIX DESIGN ADJUSTMENTS MAY BE REQUESTED BY CONTRACTOR WHEN CHARACTERISTICS OF MATERIALS, JOB CONDITIONS, WEATHER, TEST RESULTS OR OTHER CIRCUMSTANCES WARRANT, AT NO ADDITIONAL COST TO OWNER AND AS ACCEPTED BY OWNER. LABORATORY TEST DATA FOR REVISED MIX DESIGN AND STRENGTH RESULTS MUST BE SUBMITTED TO AND ACCEPTED BY OWNER BEFORE USING IN WORK. BOTH THE CONCRETE TESTING AND INSPECTION AGENCY AND THE CONCRETE CONTRACTOR SHALL SATISFY THEMSELVES THAT THE CONCRETE MIX DESIGN WILL PRODUCE A CONCRETE WHICH WILL MEET THE SPECIFICATIONS FOR THIS PROJECT. IN ADDITION, THE CONTRACTOR AND CONCRETE FINISHER SHALL VERIFY THAT THE WORKABILITY, FINISHABILITY AND SETTING TIMES ARE APPROPRIATE FOR SLAB INSTALLATIONS. PLACEMENT SHALL BE MADE BY CHUTE DIRECTLY FROM THE CONCRETE TRUCKS IF PUMPING OF THE CONCRETE IS CONTEMPLATED FOR ANY SPECIAL LOCATIONS, THE PROPORTIONS ESTABLISHED ABOVE SHALL NOT BE ALTERED TO SUIT THE CAPABILITIES OF THE PUMPING EQUIPMENT.
5. READY MIX CONCRETE SHALL COMPLY WITH REQUIREMENTS OF ASTM C94. WHEN AIR TEMPERATURE IS BETWEEN 85° AND 90° F, REDUCE MIXING AND DELIVERY TIME FROM 90 MINUTES TO 75 MINUTES. WHEN AIR TEMPERATURE IS ABOVE 90° F, REDUCE MIXING AND DELIVERY TIME TO 60 MINUTES.
6. WATER CEMENT RATIO SHALL BE BASED ON SURFACE DRY MATERIAL.

- G. CONTRACTION JOINTS IN SLABS-ON-GRADE:
FORM WEAKENED-PLANE CONTRACTION JOINTS, SECTIONING CONCRETE INTO AREAS AS INDICATED CONSTRUCT CONTRACTION JOINTS FOR A DEPTH EQUAL TO AT LEAST ONE-FOURTH OF THE CONCRETE THICKNESS, AS FOLLOWS:
SAWED JOINTS: ALL SAW CUTTING SHALL BE ACCOMPLISHED WITH A SOFT-CUT SAW AS SOON AS THE SLAB WILL SUPPORT THE WEIGHT OF THE SAW AND OPERATOR. NOTE: CONCRETE DUST SHALL BE REMOVED COMPLETELY AND IMMEDIATELY. IF CHALK LINES ARE USED FOR SAW CUTS, ALL CHALK REMAINING ON SLAB SHALL BE REMOVED COMPLETELY AND IMMEDIATELY AFTER SAWING.
- H. FLOOR SLAB TOLERANCES:
COMPLY WITH ACI 117, "SPECIFICATIONS FOR TOLERANCES FOR CONCRETE CONSTRUCTION AND MATERIALS." ALL INTERIOR FLOOR SLABS SHALL MEET THE REQUIREMENTS OF A TYPE 5, SINGLE COURSE, HARD STEEL - TROWELED FINISH AS DESCRIBED IN ACI 302 IR-LATEST EDITION
1. CONCRETE CURING AND PROTECTION
a) EXTERIOR SLAB - CURING:
a) FIRST, ALL EXTERIOR CONCRETE SLABS SHALL BE CURED USING A LIQUID MEMBRANE-FORMING CURING COMPOUND TO BE APPLIED EVENLY AND UNIFORMLY PER MANUFACTURER'S INSTRUCTIONS AS SOON AS POSSIBLE AFTER FINAL FINISHING. SURFACE SHALL BE DAMP, BUT NOT WET AND CAN NO LONGER BE MARKED BY A WALKING WORKMAN. ALL APPLICATIONS SHALL BE MADE BY AN APPLICATOR CERTIFIED BY THE MANUFACTURER, AND WHEN SURFACE AND AIR TEMPERATURE IS ABOVE 50° F, BEGIN CURING AFTER FINISHING CONCRETE, BUT NOT BEFORE FREE WATER HAS DISAPPEARED FROM CONCRETE SURFACE. CURING COMPOUND SHALL BE PLACED WITHIN FOUR (4) HOURS AFTER CONCRETE HAS BEEN PLACED.
b) SECOND, CONCRETE SHALL BE MAINTAINED ABOVE 50° F AND IN A MOIST CONDITION FOR AT LEAST THE FIRST SEVEN (7) DAYS AFTER PLACEMENT.
2. INTERIOR SLABS - CURING:
a) FIRST, ALL INTERIOR CONCRETE SLABS SHALL BE CURED USING A LIQUID MEMBRANE-FORMING CURING COMPOUND TO BE APPLIED EVENLY AND UNIFORMLY PER MANUFACTURER'S INSTRUCTIONS AS SOON AS POSSIBLE AFTER FINAL FINISHING. SURFACE SHALL BE DAMP, BUT NOT WET AND CAN NO LONGER BE MARKED BY A WALKING WORKMAN. ALL APPLICATIONS SHALL BE MADE BY AN APPLICATOR CERTIFIED BY THE MANUFACTURER, AND WHEN SURFACE AND AIR TEMPERATURE IS ABOVE 50° F, BEGIN CURING AFTER FINISHING CONCRETE, BUT NOT BEFORE FREE WATER HAS DISAPPEARED FROM CONCRETE SURFACE. CURING COMPOUND SHALL BE PLACED WITHIN FOUR (4) HOURS AFTER CONCRETE HAS BEEN PLACED
b) SECOND, CONCRETE SHALL BE MAINTAINED ABOVE 50° F AND PONDING WITH WATER FOR SEVEN (7) DAYS AFTER CONCRETE PLACEMENT.
c) THIRD, CONCRETE SLABS SHALL BE CURED USING A LIQUID MEMBRANE-FORMING CURING COMPOUND TO BE APPLIED EVENLY AND UNIFORMLY PER MANUFACTURER'S INSTRUCTIONS. SURFACE SHALL BE DAMP, BUT NOT WET AND CAN NO LONGER BE MARKED BY A WALKING WORKMAN. ALL APPLICATIONS SHALL BE MADE BY AN APPLICATOR CERTIFIED BY THE MANUFACTURER, AND WHEN SURFACE AND AIR TEMPERATURE IS ABOVE 50° F, BEGIN CURING AFTER FINISHING CONCRETE, BUT NOT BEFORE FREE WATER HAS DISAPPEARED FROM CONCRETE SURFACE. CURING COMPOUND SHALL BE PLACED WITHIN FOUR (4) HOURS AFTER CONCRETE HAS BEEN PLACED
3. INTERIOR SLAB PROTECTION:
TAKE THE FOLLOWING MEASURES TO PROTECT FLOOR SLAB:
A. WRAP OR "DIAPER" ALL MOTORIZED AND HYDRAULIC EQUIPMENT TO PREVENT FLUID LEAKS.
B. PROVIDE NON-MARKING TIRES ON RUBBER TIED VEHICLES OR EQUIP RUBBER TIRES WITH TIRE BOOTS MADE OF NYLON FABRIC.
C. SOURCE FOR DIAPERS AND BOOTS: R&R TIRE SURFACE PROTECTORS, INC, FORT COLLINS CO 80525, (970) 266-4082
D. PROVIDE MATS AT ALL ENTRANCES TO PREVENT MUD STAINS
E. COVER SLAB PRIOR TO PAINTING. ALL SPILLS TO BE CLEANED WITH SOAP AND WATER. LACQUER THINNER WILL NOT BE ACCEPTABLE.



ENGINEERING DEPARTMENT

VICTOR PARK BASKETBALL COURT NOTES

N.T.S.		SHEET 1 OF 3	
PROJECT NO.	FILE NO.	PROJECT NO.	FILE NO.
Victor Park Improvements	Victor Park Basketball Court	2	
STATE	COUNTRY	MONTH	YEAR
TEXAS	CAMERON	JANUARY	2026

GENERAL NOTES

- THESE CONTRACT STRUCTURAL DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE, UNLESS OTHERWISE INDICATED. THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY TO PROTECT THE STRUCTURE, WORKMEN, AND OTHER PERSONS DURING CONSTRUCTION. SUCH MEASURES SHALL INCLUDE, BUT NOT BE LIMITED TO, BRACING, SHORING FOR EARTH BANKS, FORMS, SCAFFOLDING, PLANKING SAFETY NETS, SUPPORT AND BRACING FOR CRANES, POLES, ETC. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES. OBSERVATION VISITS TO THE SITE BY THE ARCHITECT OR THE ENGINEER DO NOT INCLUDE INSPECTION OF THE ABOVE AND BELOW ITEMS.
- ALL CONSTRUCTION AND QUALITY OF MATERIALS SHALL COMPLY WITH THE GOVERNING BUILDING CODES AND REGULATIONS.
- THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS, ELEVATIONS, TOLERANCES AND CONDITIONS AT THE JOB SITE BEFORE COMMENCEMENT OF WORK AND SHALL IMMEDIATELY REPORT ANY DISCREPANCIES OR OMISSIONS TO THE ARCHITECT AND ENGINEER IN WRITING BEFORE PROCEEDING WITH THAT PORTION OF THE WORK. ANY OMISSION OR CONFLICT BETWEEN THE VARIOUS ELEMENTS OF THE WORKING DRAWINGS AND/OR SPECIFICATIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE PROCEEDING WITH ANY WORK SO INVOLVED.
- IN CASE OF CONFLICT, NOTES AND DETAILS ON THE BALANCE OF THE DRAWINGS TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS. DRAWINGS TAKE PRECEDENCE OVER SPECIFICATIONS. IN CASE OF A CONFLICT ON THE SAME ITEM, THE MORE STRINGENT OR MORE EXPENSIVE ITEM GOVERNS.
- WHERE CONSTRUCTION DETAILS ARE NOT SPECIFICALLY SHOWN OR NOTED FOR ANY PART OF THE WORK, SUCH DETAILS SHALL BE CONSTRUCTED IN ACCORDANCE WITH DETAILS SHOWN FOR SIMILAR CONDITIONS AND MATERIALS. WHERE SUFFICIENTLY SIMILAR WORK IS NOT SHOWN, THE ENGINEER SHALL BE CONSULTED FOR CLARIFICATION.
- EACH SUBCONTRACTOR IS CONSIDERED AN EXPERT IN THEIR RESPECTIVE FIELD AND SHALL PRIOR TO THE SUBMISSION OF A BID OR PERFORMANCE OF WORK, NOTIFY THE GENERAL CONTRACTOR, ARCHITECT, ENGINEER OR OWNER, IN WRITING OF ANY WORK CALLED OUT ON THE DRAWINGS IN THEIR TRADE THAT CANNOT BE GUARANTEED OR PERFORMED AS INDICATED.
- THE CONTRACTOR SHALL COORDINATE ALL MECHANICAL AND ELECTRICAL EQUIPMENT, AS TO WEIGHTS AND EXACT LOCATIONS, WITH STRUCTURAL SUPPORTS. IN THE EVENT THAT THE PURCHASED EQUIPMENT DEVIATES IN WEIGHT AND LOCATION FROM THOSE INDICATED ON THE PLANS, THE ARCHITECT AND ENGINEER MUST BE NOTIFIED AND APPROVAL OBTAINED PRIOR TO INSTALLATION.
- THIS STRUCTURE IS DESIGNED AS A STABLE UNIT AFTER ALL COMPONENTS ARE IN PLACE. THE CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE TEMPORARY BRACING AS REQUIRED TO INSURE THE VERTICAL AND LATERAL STABILITY OF THE ENTIRE STRUCTURE, OR ANY PORTION THEREOF, DURING CONSTRUCTION.
- NEITHER THE OWNER NOR THE ARCHITECT NOR THE ENGINEER WILL ENFORCE SAFETY MEASURES OR REGULATIONS. THE CONTRACTOR SHALL DESIGN, CONSTRUCT AND MAINTAIN ALL SAFETY DEVICES, INCLUDING SHORING AND BRACING, AND SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE AND FEDERAL SAFETY AND HEALTH STANDARDS, LAWS AND REGULATIONS.
- TRADE NAMES AND MANUFACTURERS REFERRED TO ARE FOR QUALITY STANDARDS ONLY. SUBSTITUTIONS WILL BE PERMITTED AS APPROVED BY THE ENGINEER.
- ANY OPTIONS OR APPROVED SUBSTITUTIONS ARE FOR CONTRACTORS CONVENIENCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CHANGES, ADDITIONAL COSTS (INCLUDING REDESIGN BY THE ENGINEER), AND COORDINATION WITH ALL ITEMS THAT THE SUBSTITUTIONS MAY IMPACT.
- THE ARCHITECT AND ENGINEER ARE TO BE NOTIFIED IN WRITING WHEN CONSTRUCTION AT THE SITE BEGINS.
- ANY QUESTIONS RELATED TO INTERPRETATION OR INTENT OF THESE DRAWINGS SHALL BE REFERRED TO THE ENGINEER.
- THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO LOCATE AND PROTECT ANY EXISTING UNDERGROUND OR CONCEALED CONDUIT, PLUMBING, OR OTHER UTILITIES PRIOR TO BEGINNING ANY WORK. THE CONTRACTOR SHALL TAKE ALL THE NECESSARY PRECAUTIONS TO PROTECT EXISTING STRUCTURES ADJACENT, NEAR, OR WITHIN THE AREA OF CONSTRUCTION.
- PIPES, DUCTS, SLEEVES, CHASES, ETC. SHALL NOT BE PLACED IN BEAMS OR WALLS UNLESS SPECIFICALLY SHOWN OR NOTED. NOR SHALL ANY STRUCTURAL MEMBER BE CUT FOR PIPES, DUCTS, ETC. UNLESS NOTED, CONTRACTOR SHALL OBTAIN PRIOR APPROVAL FOR INSTALLATION OF ANY ADDITIONAL PIPES, DUCTS, ETC.

REINFORCING STEEL NOTES

- BAR REINFORCEMENT SHALL CONFORM TO THE FOLLOWING GRADES OF ASTM A615, INCLUDING SUPPLEMENT S1. GRADE 40 - #3 AND SMALLER, GRADE 60 - #4 AND LARGER.
- DETAILS OF REINFORCEMENT SHALL BE IN ACCORDANCE WITH CHAPTER 25 OF THE AMERICAN CONCRETE INSTITUTE (ACI) 318, UNLESS OTHERWISE NOTED.
- VERTICAL REINFORCEMENT SHALL BE TIED AND FIXED IN POSITION AT THE TOP AND BOTTOM AND AT INTERMEDIATE LOCATIONS, SPACED NOT GREATER THAN 48 INCHES O.C.
- WELDED STEEL WIRE FABRIC REINFORCEMENT SHALL CONFORM TO ASTM A185.
- LAPS OF WELDED STEEL WIRE FABRIC AT SPLICES SHALL BE NOT LESS THAN 12 INCHES.
- WALLS, PILASTERS, COLUMNS SHALL BE DOWELED TO THE SUPPORTING FOOTINGS WITH REINFORCEMENT OF THE SAME SIZE, GRADE AND AT THE SAME SPACING AS THE VERTICAL REINFORCEMENT IN THE WALLS, PILASTERS, OR COLUMNS.
- BAR SUPPORTS SHALL BE PROVIDED IN ACCORDANCE WITH THE PROVISIONS OF "BAR SUPPORT SPECIFICATIONS" AS CONTAINED IN THE LATEST EDITION OF THE "MANUAL OF STANDARD PRACTICE" BY THE CONCRETE REINFORCING STEEL INSTITUTE (CRSI), EXCEPT AT SLABS; THE REINFORCING SHALL BE SUPPORTED BY CHAIRS SPACED AT 36 INCHES O.C. FOR #3 REBARS AND 48 INCHES ON CENTER FOR LARGER REBARS. CHAIRS FOR SLAB ON GRADE SHALL BE CONCRETE BLOCKS.
- REINFORCING STEEL DETAILING, BENDING AND PLACING SHALL BE IN ACCORDANCE WITH THE CONCRETE REINFORCING STEEL INSTITUTE "MANUAL OF STANDARD PRACTICE", LATEST EDITION.
- ALL REINFORCEMENT SHALL BE SECURELY TIED IN PLACE BEFORE PLACING CONCRETE OR GROUT.
- PROVIDE CORNER BARS TOP AND BOTTOM AT ALL BEAM CORNERS AND DEAD END BEAM INTERSECTIONS. BARS TO EQUAL SIZE AND QUANTITY OF THE NOTED BEAM STEEL. BARS SHALL LAP BEAM REINFORCEMENTS.
- BARS DETAIL AS CONTINUOUS SHALL BE LAPPED AT SPLICES.
- EXTEND THE SLAB REINFORCING STEEL PERPENDICULAR TO BEAM, TO THE TOP OUTSIDE REINFORCING BAR OF PERIMETER BEAMS. START THE SLAB REINFORCING STEEL, PARALLEL TO BEAM, NOT MORE THAN 3" FROM THE TOP INSIDE REINFORCING BAR OF PERIMETER BEAMS.
- PROVIDE #4 "Z" BARS AT 12" ON CENTER WHERE THE SLAB STEPS DOWN MORE THAN 2' THE "Z" BARS SHALL LAP THE MAIN SLAB REINFORCING STEEL.
- ALL CONDUIT OR PLUMBING LINES IN SLAB SHALL BE PLACED BELOW SLAB THICKNESS AREA. ALL CONDUIT NO GREATER THAN 1" DIAMETER MAY BE PLACED IN CENTER OF SLAB. NO CONDUITS OR PLUMBING LINES GREATER THAN 1" INCH ALLOWED IN THE SLAB THICKNESS AREA.
- WELDING OF CROSSING BARS AND TACK WELDING OF REINFORCEMENT SHALL NOT BE PERMITTED.
- WELDING OF REINFORCING STEEL IS NOT PERMITTED.
- CONTRACTOR SHALL SUBMIT REINFORCING STEEL SHOP DRAWINGS FOR REVIEW BEFORE FABRICATION AND INSTALLATION.
- LAPS AT BAR SPLICES, UNLESS NOTED OTHERWISE, SHALL BE AS FOLLOWS:
MASONRY - GRADE 60: LAP 50 DIA. (30" MIN.)
GRADE 40: LAP 48 DIA. (24" MIN.)
CONCRETE - LAP PER SCHEDULE BELOW
BAR SPLICE LAP LENGTH IN CONCRETE

BAR SIZE	f _c = 2000 PSI	f _c = 3000 PSI	f _c = 4000 PSI	f _c = 5000 PSI
#3	22	22	22	22
#4	29	29	29	29
#5	40	40	40	40
#6	57	57	57	57
#7	77	63	54	54
#8	100	82	71	71

FOR WELDED WIRE FABRIC: SPACING OF WIRE PLUS 12".

- CONCRETE COVER FOR REINFORCING AS FOLLOWS:

EXPOSURE CONDITION	MINIMUM COVER	TOLERANCE
A) DRILLED PIERS, FOOTINGS AND OTHER PRINCIPAL STRUCTURAL MEMBERS IN WHICH CONCRETE IS DEPOSITED AGAINST GROUND:	3"	3/8"
B) WHERE CONCRETE SURFACES, AFTER REMOVAL OF FORMS ARE EXPOSED TO WEATHER OR GROUND:		
1. FOR BARS GREATER THAN 5/8" IN DIAMETER	3"	1/4"
2. FOR BARS 5/8" OR LESS IN DIAMETER	3"	1/4"
C) WHERE SURFACES ARE NOT DIRECTLY EXPOSED TO WEATHER OR GROUND:		
1. FOR SLAB ON GRADE (FROM TOP OF SLAB)	1 1/2"	1/4"
2. FOR BEAMS, COLUMNS	2"	1/4"
3. FOR JOISTS AND SLABS	2 1/2"	1/4"



Isaac Ramirez 01-30-2024



ENGINEERING DEPARTMENT

VICTOR PARK BASKETBALL COURT NOTES

N.T.S.		SHEET 2 OF 3	
PROJECT NO.	FILE NO.	SHEET NO.	
Victor Park Improvements	Victor Park Basketball Court	3	
STATE	COUNTY	MONTH	YEAR
TEXAS	CAMERON	JANUARY	2028

INSPECTION AND MATERIALS TESTING

1. RESPONSIBILITIES OF THE OWNER
 - A. EMPLOY AND PAY THE SPECIAL INSPECTION AGENCY TO PERFORM INSPECTIONS SPECIFIED IN THIS SECTION AND THOSE REQUIRED BY AUTHORITIES HAVING JURISDICTION.
 - B. EMPLOY AND PAY THE MATERIALS TESTING LABORATORY TO PERFORM TESTS SPECIFIED IN THIS SECTION AND THOSE REQUIRED BY AUTHORITIES HAVING JURISDICTION.
 - 1) RETESTING - THE CONTRACTOR SHALL REIMBURSE THE OWNER FOR RETESTING WHERE RESULTS OF INSPECTIONS AND TESTS PROVE UNSATISFACTORY AND INDICATE NONCOMPLIANCE WITH REQUIREMENTS.
- C. EMPLOY THE DESIGN PROFESSIONAL RESPONSIBLE FOR THE STRUCTURAL DESIGN OR ANOTHER ENGINEER OR ARCHITECT DESIGNATED BY THE (DPR) TO PERFORM STRUCTURAL OBSERVATION. (REF 1702)
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING THE TEST AND/OR INSPECTION FIRM WITH A CONSTRUCTION SCHEDULE TO FACILITATE THE PROPER COORDINATION. ANY WORK PERFORMED WITHOUT SPECIAL INSPECTION IS SUBJECT TO REMOVAL AT CONTRACTORS EXPENSE.
3. THE SPECIAL INSPECTOR SHALL FURNISH DAILY INSPECTION REPORTS TO THE BUILDING OFFICIAL, THE ARCHITECT, AND THE ENGINEER AT A MINIMUM PER WEEK. FREQUENCY, THE SPECIAL INSPECTOR SHALL SUBMIT A FINAL REPORT, SIGNED BY BOTH HE AND HIS SUPERVISOR, STATING WHETHER THE WORK REQUIRING SPECIAL INSPECTION WAS IN CONFORMANCE WITH THE APPROVED PLANS AND SPECIFICATIONS AND THE WORKMANSHIP PROVISIONS OF THE CBC.
4. ALL DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE CONTRACTOR FOR CORRECTION, THEN IF UNCORRECTED TO THE PROPER DESIGN AUTHORITY AND THE BUILDING OFFICIAL.
5. TESTS REPORTS:
 - LABORATORY TESTS AND MILL CERTIFICATIONS ARE REQUIRED TO BE SUBMITTED TO THE ENGINEER OF RECORD. THESE REPORTS SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING:
 - 1 CONCRETE CYLINDERS
 - 2 REINFORCING STEEL
 - 3 STRUCTURAL STEEL
 - 4 CONCRETE MIXES
 - 5 CONCRETE ANCHORS

GENERAL NOTES 2

THE CONTRACT WORK TO BE PERFORMED UNDER THIS SPECIFICATION CONSISTS OF FURNISHING ALL OF THE REQUIRED LABOR, MATERIALS, EQUIPMENT, IMPLEMENTS, PARTS AND SUPPLIES NECESSARY FOR, OR APPURTENANT TO THE CONSTRUCTION OF A CONCRETE SLAB BASKETBALL COURT AND SURFACING

THE WORK SHALL BE PERFORMED IN A THOROUGH, WORKMANLIKE MANNER BY EXPERIENCED COURT CONTRACTORS. CONTRACTOR WILL PROVIDE PROOF OF INSURANCE AND BONDS.

THE CONTRACTOR GUARANTEES HIS RESPECTIVE WORK AGAINST DEFECTIVE MATERIALS AND FAULTY WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR OR GREATER.

CONCRETE FORMS WILL BE PLACED TO WITHIN NOT MORE OR LESS THAN ONE-FOURTH INCH (1/4") OF THE FINISHED GRADE, RESULTING IN A 5" THICK FINISHED SLAB. COURT DIMENSION SHALL BE 96' LONG X 62' WIDE.

THE ACRYLIC COLOR SURFACING SHALL BE WORLD CLASS ATHLETIC SURFACES, INC., OR APPROVED EQUAL, APPLIED AS PER THE MANUFACTURER'S SPECIFICATIONS FOR CONCRETE TENNIS COURTS, (COLOR SELECTION TO BE AT A LATER TIME)

TWO INCH (2") WIDE PLAYING LINES WILL BE ACCURATELY LOCATED FOR A COURT SIZE 50 X 84 LINES TO INCLUDE: FREE-THROW, 3-POINT, OUT-OF-BOUNDS AND CENTER CIRCLE AND ALSO VOLLEYBALL COURT LINES.

INSTALLATION OF GOALS SHALL BE PER MANUFACTURER'S INSTRUCTIONS. (BASKETBALL GOALS TO BE PROVIDED BY OWNER)

FOUNDATION SUBGRADE NOTES

1. PREPARATION OF EXISTING GROUND
 - A) ALL AREAS TO SUPPORT SELECT FILL SHALL BE STRIPPED OF ALL CONCRETE, ASPHALT, VEGETATION AND/OR ORGANIC TOPSOIL. REMOVE ALL TREES AND ROOT UNDER SLABS FOOT PRINT.
 - B) MINIMUM DEPTH OF REMOVAL: 12 INCHES
 - C) EXTEND BEYOND BUILDING FOOT PRINT: 5 FEET
 - D) REMOVE THE EXISTING SUBGRADE SOIL DOWN TO A MINIMUM ELEVATION OF 12 INCHES BELOW EXISTING NATIVE GROUND
 - E) EXTEND BEYOND BUILDING FOOT PRINT 5 FEET
 - F) THE EXPOSED SUBGRADE SHOULD BE PROOF ROLLED IN ACCORDANCE WITH ITEM 216 OF TADOT 2014 STANDARD SPECIFICATIONS. WEAK OR SOFT AREAS IDENTIFIED SHOULD BE REMOVED AND REPLACED WITH SELECT FILL IN THE PROPOSED BUILDING AREAS. REFER TO GEOTECH REPORT FOR CHEMICAL TREATMENT IF NEEDED.
 - G) THE EXPOSED SUBGRADE SHALL BE SCARIFIED TO A DEPTH OF 8 INCHES AND MOISTURE CONDITIONED TO WITHIN 0% TO +4% PERCENT OF THE OPTIMUM MOISTURE CONTENT.
 - H) THE SUBGRADE SHALL BE COMPACTED TO 95 PERCENT OF THE MAXIMUM DENSITY AS DETERMINED BY THE STANDARD MOISTURE-DENSITY RELATION (ASTM D-698). FOLLOWING COMPLETE CLEARING AND PREPARATION OF THE SITE FOR CONSTRUCTION, THE GEOTECHNICAL ENGINEER SHALL OBSERVE THE SITE TO DETERMINE THAT SATISFACTORY PREPARATION HAS BEEN ACCOMPLISHED.
2. SELECT FILL MATERIAL
 - A) THE FOLLOWING SOILS, AS CLASSIFIED ACCORDING TO THE USCS, MAY BE CONSIDERED SATISFACTORY FOR USE AS SELECT FILL MATERIALS AT THIS SITE: CL AND/OR SC.
 - B) THE FOLLOWING SOILS, AS CLASSIFIED ACCORDING TO THE USCS, ARE NOT CONSIDERED SATISFACTORY FOR USE AS SELECT FILL MATERIALS AT THIS SITE: AS CH, MH, OH, OL, AND PI. THE NATIVE SOILS AT THIS SITE ARE NOT CONSIDERED SUITABLE FOR USE AS SELECT FILL MATERIAL.
 - C) FINISH FLOOR SHALL BE 24" MINIMUM ABOVE NATURAL GROUND OR 24" ABOVE TOP OF CURB ELEVATION OR WHICHEVER, INCREASE INDICATED AMOUNT OF FILL AS REQUIRED TO ACHIEVE MOST STRINGENT REQUIREMENT. PLASTICITY INDEX: BETWEEN 7 & 17% MAXIMUM LIQUID LIMIT: 40% NO ORGANIC OR OTHER PERISHABLE MATERIAL NO CLAY BALLS LARGER THAN TWO (2) INCHES
3. PLACING SELECT FILL
 - FILL LIFTS: NOT EXCEEDING 6 INCHES, COMPACTED LIFTS (LOOSE LIFTS NOT EXCEEDING 8 INCHES IN THICKNESS)
4. COMPACTION OF SELECT FILL
 - MOISTURE: -2% TO +2%
 - COMPACTION: 95%
5. COMPACTION TESTING
 - ATTERBERG LIMITS: ONE AT A RATE OF 1,000 CUBIC YARDS.
 - COMPACTION: ONE TEST PER 1,500 SQUARE FEET PER LIFT (MINIMUM OF 3 PER LIFT)
6. THE SOILS ENGINEER SHALL BE THE OWNERS REPRESENTATIVE TO CONTROL THE PLACEMENT OF COMPACTED FILL. THE SOILS ENGINEER SHALL APPROVE THE SUB-GRADE PREPARATION, THE FILL MATERIALS, THE METHOD OF PLACEMENT AND COMPACTION AND SHALL GIVE WRITTEN APPROVAL OF THE COMPLETED FILL.
7. THE SOILS REPORT/FOUNDATION INVESTIGATION IS TO BE CONSIDERED A PART OF THESE PLANS AND SHALL BE COMPLIED WITH BY THE CONTRACTOR. ALL EARTHWORK AND GRADING SHALL BE ACCOMPLISHED IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE FOUNDATION INVESTIGATION OR PER NOTES 1 THRU 4 ABOVE WHICHEVER HAS THE MOST STRINGENT REQUIREMENTS.
8. IN THE EVENT FOUNDATION EXCAVATIONS ARE CARRIED TO A DEPTH GREATER THAN REQUIRED, THE ADDITIONAL DEPTH SHALL BE FILLED WITH THE SAME CONCRETE AS THAT USED FOR FOOTING AT NO ADDITIONAL EXPENSE TO THE OWNER. NO UNCONTROLLED FILL WILL BE PERMITTED.
9. THE FOOTING EXCAVATIONS SHALL BE KEPT FREE FROM LOOSE MATERIAL AND STANDING WATER.
10. THE FOUNDATION EXCAVATIONS SHOULD BE OBSERVED BY THE SOILS ENGINEER PRIOR TO STEEL OR CONCRETE PLACEMENT TO ASSESS THAT THE FOUNDATION MATERIALS ARE CAPABLE OF SUPPORTING THE DESIGN LOADS AND ARE CONSISTENT WITH THE MATERIALS DISCUSSED IN THE REPORT. THIS IS ESPECIALLY IMPORTANT TO IDENTIFY THE ACCEPTABILITY OF THE SUBGRADE OR FILL MATERIAL UNDER THE FOOTING. SOFT OR LOOSE SOIL ZONES ENCOUNTERED AT THE BOTTOM OF THE FOOTING OR BEAM EXCAVATIONS SHOULD BE REMOVED TO THE LEVEL OF COMPETENT SOIL AS DIRECTED BY THE GEOTECHNICAL ENGINEER. CAVITIES FORMED AS A RESULT OF EXCAVATION OF SOFT OR LOOSE SOIL ZONES SHOULD BE BACKFILLED WITH LEAN CONCRETE OR SELECT FILL AS DETERMINED BY THE GEOTECHNICAL ENGINEER.
11. CARE SHOULD BE TAKEN TO SHAPE THE BUILDING AREAS SUCH THAT WATER WILL NOT POND AROUND THE STRUCTURE AND CAUSE THE NEAR SURFACE CLAYS TO REPORT. THE PROPOSED STRUCTURE SHALL BE ISOLATED FROM ANY MOISTURE SOURCE WHICH MIGHT ALSO CAUSE SWELLING OF THE CLAYS AFTER COMPLETION OF THE CONSTRUCTION.
12. WHEN THE STRUCTURE IS COMPLETE, THE GROUND SURFACE SHOULD SLOPE AWAY FROM THE STRUCTURE AND DOWN SPOUTS SHOULD CARRY RUNOFF WATER SEVERAL FEET FROM THE BUILDING, PREFERABLY INTO PAVED AREAS OR BEWERS, BEFORE DISCHARGING.
13. DO NOT PLANT OR LEAVE IN PLACE DEEP ROOTED TREES WITHIN PROXIMITY TO THE PERIMETER OF THE STRUCTURE. DENTAL ROOTS SHOULD BE REMOVED MOISTURE FROM THE BUILDING IF PLANTED CLOSE ENOUGH TO ALLOW THE ROOT BALLS TO EXTEND NEAR OR BENEATH THE BUILDING.
14. AIR CONDITIONING CONDENSER DRAIN LINES TO DISCHARGE WATER A MINIMUM OF 5 FEET FROM THE PERIMETER OF THE STRUCTURE. THE DISCHARGE AREA SHALL HAVE SUFFICIENT SLOPE AWAY FROM THE STRUCTURE TO PREVENT STANDING WATER.
15. THE FINAL ONE (1) FOOT OF FILL OUTSIDE THE BUILDING AREA SHOULD CONSIST OF A COHESIVE CLAYEY (CL) SOIL. FILL CAN NOT BE ALLOWED TO DRY OUT DURING OR AFTER COMPACTION. (P1 BETWEEN 15 AND 25)
16. NOTE THAT SOME LEVELS OF RISK ARE ASSOCIATED WITH ALL FOUNDATION SYSTEMS AND THERE IS NO SUCH THING AS A "ZERO RISK" FOUNDATION. IT ALSO SHOULD BE NOTED THAT THE FOUNDATION PROVIDED IS NOT DESIGNED TO RESIST SOIL MOVEMENT AS A RESULT OF SEWER/PLUMBING LEAKS, EXCESSIVE IRRIGATION, NON UNIFORM IRRIGATION, POOR DRAINAGE, AND WATER PONDING NEAR THE FOUNDATION SYSTEM.



ENGINEERING DEPARTMENT

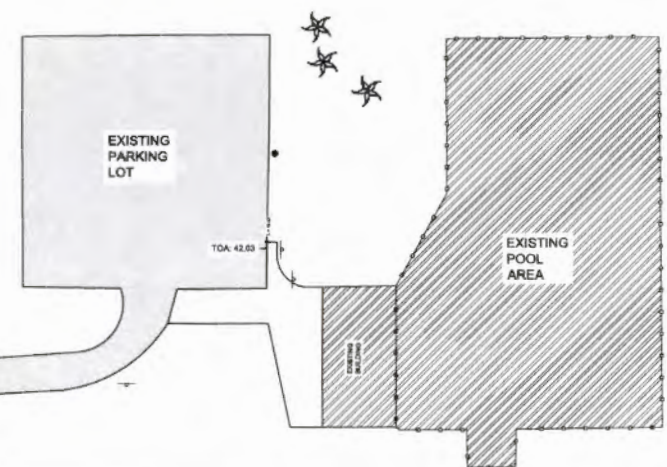
VICTOR PARK BASKETBALL COURT NOTES

N.T.S.		SHEET 3 OF 3	
PROJECT NO.	FILE NO.	SHEET NO.	
Victor Park Improvements	Victor Park Basketball Court	4	
STATE	COUNTY	MONTH	YEAR
TEXAS	CAMERON	JANUARY	2026



VICTOR PARK MAP

GOLF COURSE DRIVE



SCALE: 1" = 60'

BASKETBALL COURT PROJECT AREA



ENGINEERING DEPARTMENT

VICTOR PARK BASKETBALL COURT PROJECT LAYOUT - EXISTING CONDITIONS

PROJECT NO.		FILE NO.		SHEET 1 OF 1	
Victor Park Improvements		Victor Park Basket Ball Court		5	
STATE	COUNTY	MONTH		YEAR	
TEXAS	CAMERON	JANUARY		2026	

EXISTING
PARKING
LOT

MATCH
EXISTING
GROUND

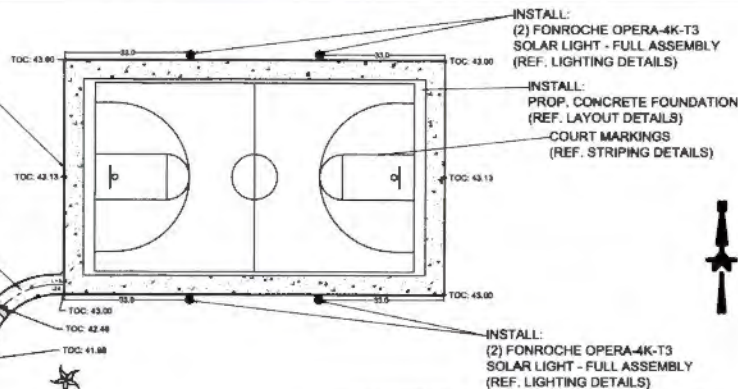
FUTURE SPLASH
PAD, FLATWORK,
AND FENCING BY
OTHERS

EXISTING
POOL
AREA

EXISTING
BUILDING

INSTALL:
169 SY OF CONC. SIDEWALK
AROUND PERIMETER OF
PROP. BASKETBALL COURT

INSTALL:
89 SY OF CONC. SIDEWALK
WITH DRAIN FROM
PARKING LOT TO PROP.
BASKETBALL COURT



GENERAL NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL EXISTING PUBLIC OR PRIVATE UTILITIES PRIOR TO CONSTRUCTION. LOCATIONS AND GRADES OF EXISTING UNDERGROUND UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REPAIRS TO DAMAGED LINES AT NO ADDITIONAL COST TO THE OWNER.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING HIMSELF WITH THE JOBSITE.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SAFEGUARDING AND PROTECTING ALL MATERIAL AND EQUIPMENT STORED ON THE JOBSITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE STORAGE OF MATERIALS IN A SAFE AND WORKMANLIKE MANNER TO PREVENT INJURIES, DURING AND AFTER WORKING HOURS, UNTIL PROJECT COMPLETION.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS AND CONSTRUCTION INSPECTIONS WITH THE PROPER REGULATORY AGENCIES, PRIOR TO BEGINNING CONSTRUCTION. COPIES OF ALL PERMITS SHALL BE SENT TO THE ENGINEER.
5. THE DRAWINGS SHOW AS MUCH INFORMATION AS CAN BE REASONABLY OBTAINED FROM ON THE GROUND OBSERVATION AND EXISTING CONSTRUCTION DRAWINGS REGARDING THE ENTIRE TOPOGRAPHY, CONTOURS, SUB-SURFACE SOILS, AS WELL AS THE LOCATION AND NATURE OF PIPELINES, STORM SEWERS, WATERLINES, NATURAL GAS LINES, UNDERGROUND CABLES, ETC. HOWEVER, THE ACCURACY OF OR COMPLETENESS OF SUCH INFORMATION IS NOT GUARANTEED.
6. CONTRACTOR SHALL COMPLY WITH ALL OCCUPATIONAL, SAFETY AND HEALTH ACT (O.S.H.A.) REGULATIONS.
7. ALL WORK IS TO BE DONE IN ACCORDANCE WITH APPLICABLE NATIONAL, STATE, MUNICIPAL, AND LOCAL CODES.
8. IT IS THE CONTRACTOR'S RESPONSIBILITY TO SUPERVISE AND COORDINATE ALL WORK TO INSURE THE PROPER EXECUTION, ALL WORK IS TO BE ACCOMPLISHED IN A NEAT, WORKMAN LIKE MANNER, AND ALL EXCESS MATERIALS, TRASH AND DEBRIS, ETC., SHALL BE REMOVED FROM THE JOB BY THE CONTRACTOR, AT HIS EXPENSE.
9. THE CONTRACTOR SHALL KEEP ALL STREETS FREE OF DIRT, MUD, ETC. DURING THE COURSE OF CONSTRUCTION.
10. EXISTING PAVEMENTS, CURBS, SIDEWALKS, AND DRIVEWAYS DAMAGED OR REMOVED DURING CONSTRUCTION SHALL BE REPLACED TO CITY STANDARDS BY THE CONTRACTOR AT HIS EXPENSE.
11. CONDITION OF THE ROAD AND/OR RIGHT-OF-WAY, UPON COMPLETION OF JOB, SHALL BE AS GOOD AS/OR BETTER THAN THE CONDITION PRIOR TO STARTING WORK.
12. BACKFILL TO TOP OF NEW PAVEMENT OR CURBS WITH CLEAN SOIL FREE OF CLODS. ALL DISTURBED AREAS AND AREAS REQUIRING GRADING SHALL BE FINE GRADED REMOVE ALL TRASH/DEBRIS AND PROVIDE A SMOOTH SURFACE FOR PROPER TURF MANAGEMENT. HYDROMULCH DISTURBED AREAS NOT NOTED TO BE SOLID SOD OR AS DIRECTED BY THE ENGINEER.
13. CONTRACTOR SHALL EXERCISE CARE IN REMOVING/TRANSPORTING ANY ITEMS DEEMED SALVAGEABLE BY OWNER.
14. ANY ITEM DAMAGED OR UNSUITABLE FOR USE SHALL BE REPLACED AT CONTRACTOR'S EXPENSE.
15. INSTALLATION OF GOALS SHALL BE PER MANUFACTURERS RECOMMENDATIONS. BASKETBALL GOALS TO BE PROVIDED BY OWNER.



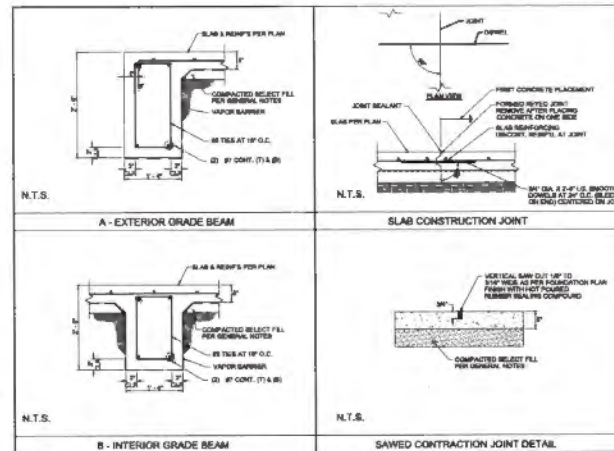
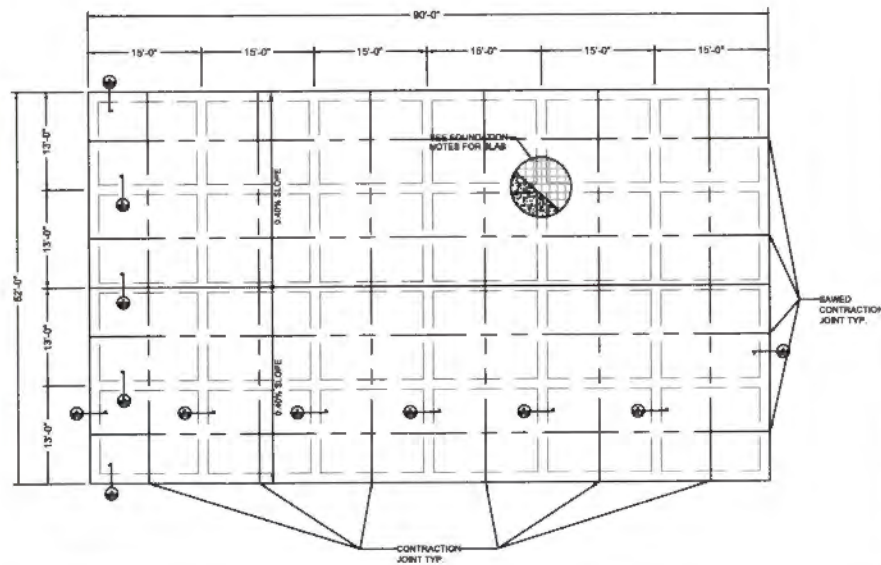
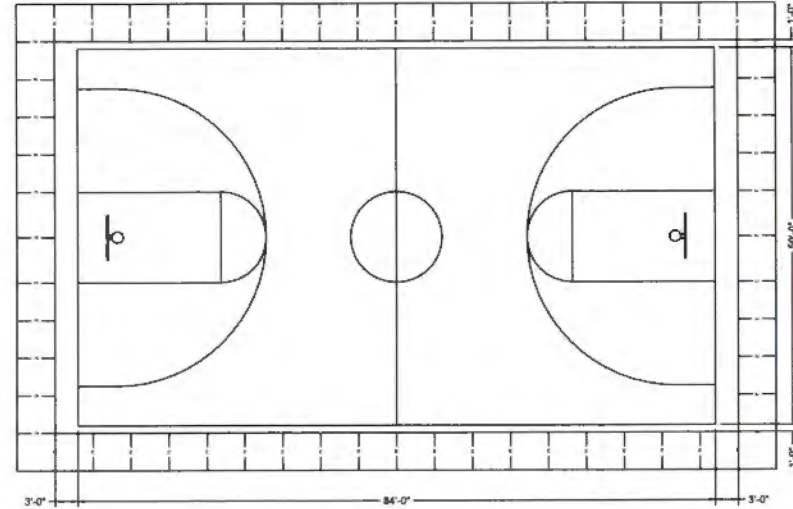
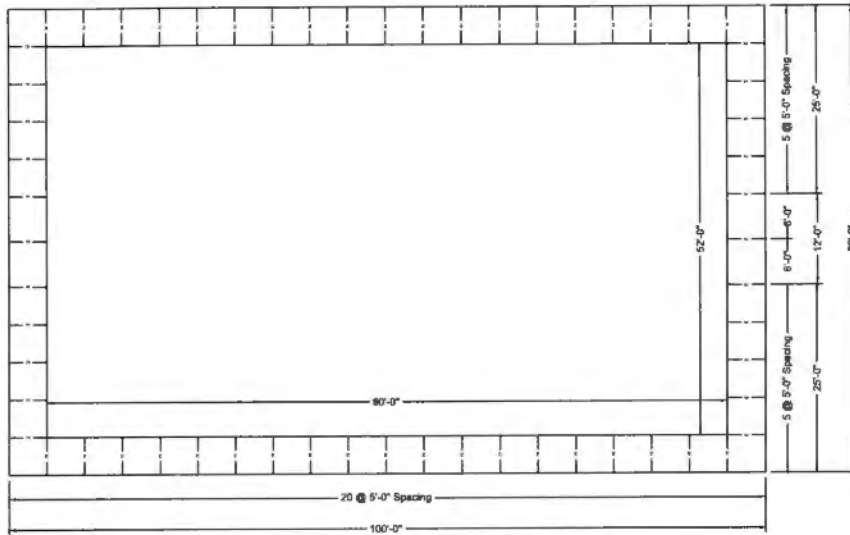
ENGINEERING DEPARTMENT

VICTOR PARK BASKETBALL COURT PROJECT LAYOUT - PAVING & GRADING PLAN

SCALE: 1" = 30'

SHEET 1 OF 1

PROJECT NO.		FILE NO.	SHEET NO.
Victor Park Improvements		Victor Park Basket Ball Court	6
STATE	COUNTY	MONTH	YEAR
TEXAS	CAMERON	JANUARY	2026



FOUNDATION NOTES

- FOR GENERAL NOTES SEE SHEETS 2-4.
- CONTRACTOR/SUBCONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL DIMENSIONS BEFORE COMMENCING ANY WORK. THE CONTRACTOR/SUBCONTRACTOR SHALL REPORT ANY DISCREPANCIES TO THE ARCHITECT/ENGINEER BEFORE THE WORK HAS BEGUN.
- REFER TO PLANS FOR ADDITIONAL DIMENSIONS.
- 5" THICK SLAB ON GRADE W/ NO. 10 GAUGE 8" X 8" WIRE MESH, OR #5 REBAR 15" O.C.E.W., AT MID-DEPTH OF SLAB OVER 10 MIL VAPOR RETARDER OVER APPROVED COMPACTED FILL.
- 3000 PSI CONCRETE WITH 1.5 POUNDS OF FIBER MESH PER CUBIC YARD. (FIBER MESH TO BE APPROVED BY ENGINEER)



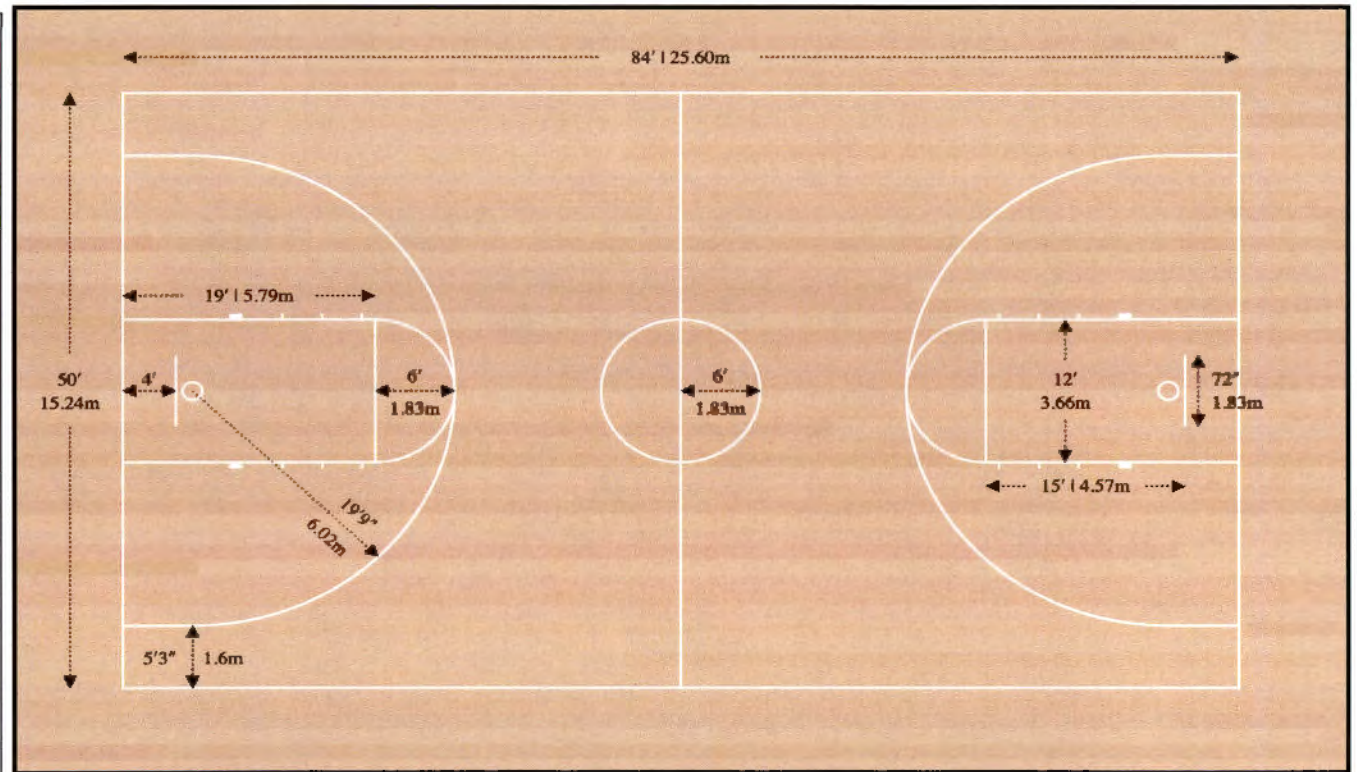
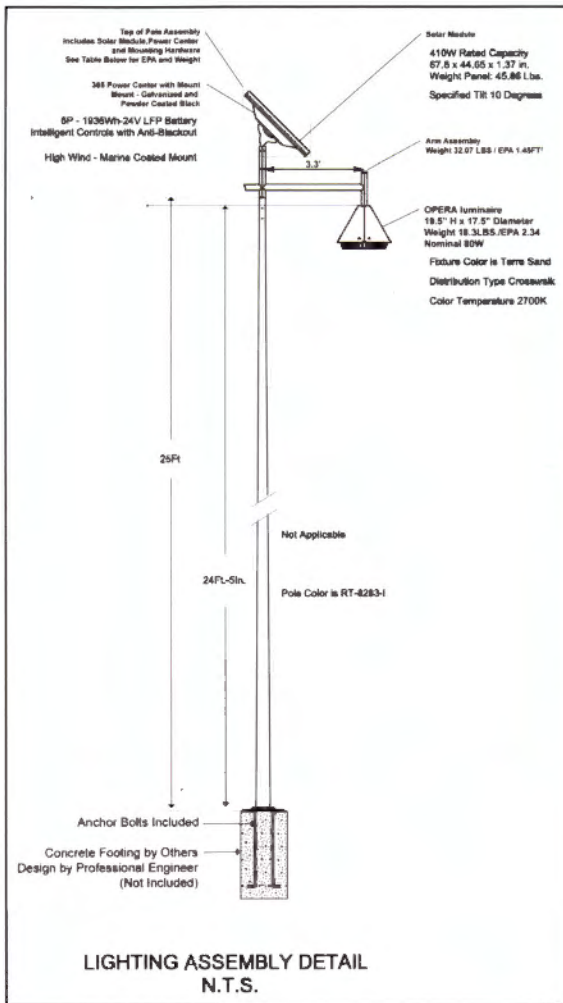
ENGINEERING DEPARTMENT

VICTOR PARK BASKETBALL COURT FOUNDATION LAYOUT

SCALE: 1/16" = 1'-0"

SHEET 1 OF 1

PROJECT NO.		FILE NO.		SHEET NO.
Victor Park Improvements		Victor Park Basketball Court		7
STATE	COUNTY	MONTH	YEAR	
TEXAS	CAMERON	JANUARY	2026	



*Acrylic basketball court surface paint from Seal Masters - COLORS AND LAYOUT TO BE APPROVE BY OWNER

BASKETBALL COURT STRIPING DETAIL
N.T.S.



Isaac J. Ramirez 01-30-2024

City of HARLINGEN
ENGINEERING DEPARTMENT

**VICTOR PARK
BASKETBALL COURT
STRIPING & LIGHTING
DETAILS**

N.T.S. SHEET 1 OF 1

PROJECT NO.	FILE NO.	SHEET NO.
Victor Park Improvements	Victor Park Basketball Court	8
STATE	COUNTY	MONTH
TEXAS	CAMERON	JANUARY
		YEAR
		2026

1. SIDEWALKS SHALL BE CONSTRUCTED IN CONFORMANCE WITH TxDOT SPECIFICATION 531.
2. ALL EXPANSION JOINTS TO BE 3/4" BITUMINOUS EXPANSIVE FIBER MATERIAL BOARD OR APPROVED EQUIVALENT WITH CAP SEAL, UNLESS OTHERWISE SPECIFIED.
3. ALL CONCRETE SHALL BE CLASS A, 3,000 P.S.I.
4. ALL STEEL SHALL BE GRADE 60 f_y = 60,000 P.S.I., MIN.
5. CONCRETE TO RECEIVE TRANSVERSE BROOM FINISH.
6. SIDEWALKS SHALL BE COMPACTED TO MEET STANDARD PROCTOR DENSITY.
7. STANDARD SIDEWALK WIDTH IS 5- FEET UNLESS PREVIOUSLY APPROVED BY THE CITY.
8. MINIMUM 4" SAND BEDDING COMPACTED TO 90% STAND. PROCT. DENSITY UNDER ALL SIDEWALKS.
9. TRANSVERSE CONTRACTION JOINTS 8'- WIDE BY 4" DEEP SHALL BE CUT IN ALL SIDEWALKS AT 5'-0" SPACING (TYPICAL) UNLESS OTHERWISE SPECIFIED.
10. WHEN RAS INSPECTION IS REQUIRED, FINAL ACCEPTANCE OF THE PROJECT SHALL BE CONTINGENT UPON THE CITY RECEIVING A CERTIFICATION LETTER FROM THE TEXAS DEPARTMENT OF LICENSING AND REGULATION (TDLR), POLICY AND STANDARDS DIVISION, ARCHITECTURAL BARRIERS SECTION, THAT ALL ADA (AMERICAN DISABILITY ACT) REQUIREMENTS HAVE BEEN CONSISTENTLY COMPLETED.
11. SIDEWALKS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE TEXAS DEPARTMENT OF LICENSING AND REGULATION (TDLR)'S (TAS) OF THE ARCHITECTURAL BARRIERS ACT 9102, TEXAS CIVIL STATUTES.



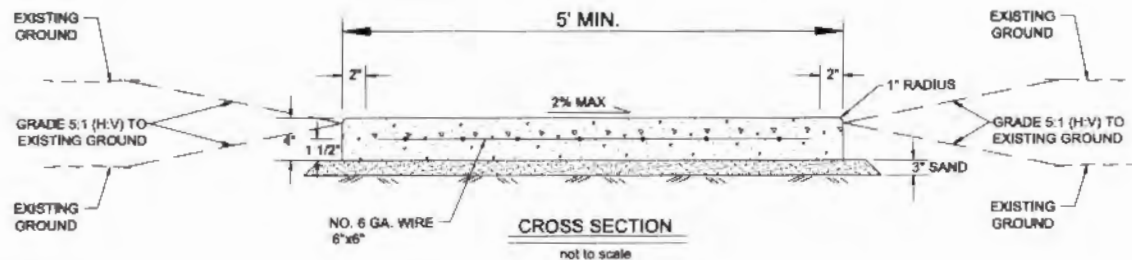
NOT TO SCALE



NOT TO SCALE



NOT TO SCALE



NOT TO SCALE



NOT TO SCALE



ENGINEERING DEPARTMENT

VICTOR PARK
BASKETBALL COURT
SIDEWALK DETAILS

N.T.S.		SHEET 1 OF 1	
PROJECT NO.		FILE NO.	
Victor Park Improvements		Victor Park Basketball Court	
STATE	COUNTY	MONTH	YEAR
TEXAS	CAMERON	JANUARY	2026

PROPOSED PLANS FOR VICTOR PARK PARKING LOT IMPROVEMENTS CITY OF HARLINGEN, TX

LIMITS OF PROJECT: VICTOR PARK ALONG GOLF COURSE DR.
THE PROJECT CONSISTS OF TWO PROPOSED PARKING LOTS
WITHIN THE LIMITS OF THE PROJECT.

CITY OFFICIALS:

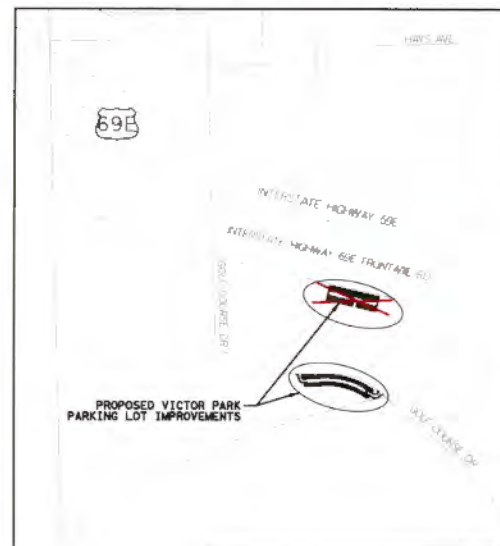
NORMA SEPULVEDA	MAYOR
FORD KINSLEY	COMMISSIONER, DISTRICT 1
DANIEL N. LOPEZ	COMMISSIONER, DISTRICT 2
MICHAEL MEZMAR	COMMISSIONER, DISTRICT 3
FRANK MORALES	COMMISSIONER, DISTRICT 4
RENE PEREZ	COMMISSIONER, DISTRICT 5
GABRIEL GONZALEZ	CITY MANAGER

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	PROJECT LAYOUT
3	SUMMARY SHEET
4	TCP LAYOUT
5	TCP DETAILS
6-7	PARKING LOT LAYOUTS
8	PARKING DETAIL
9	DRIVEWAY DETAIL
10-11	SW3P LAYOUTS
12-13	SW3P STANDARDS

APPROVED FOR CONSTRUCTION:

Roberto Hernandez, P.E. Date
City Engineer



LOCATION MAP
N.T.S.



PLANS PREPARED BY:



Ponciano N. Longoria, P.E.
PONCIANO LONGORIA, P.E.

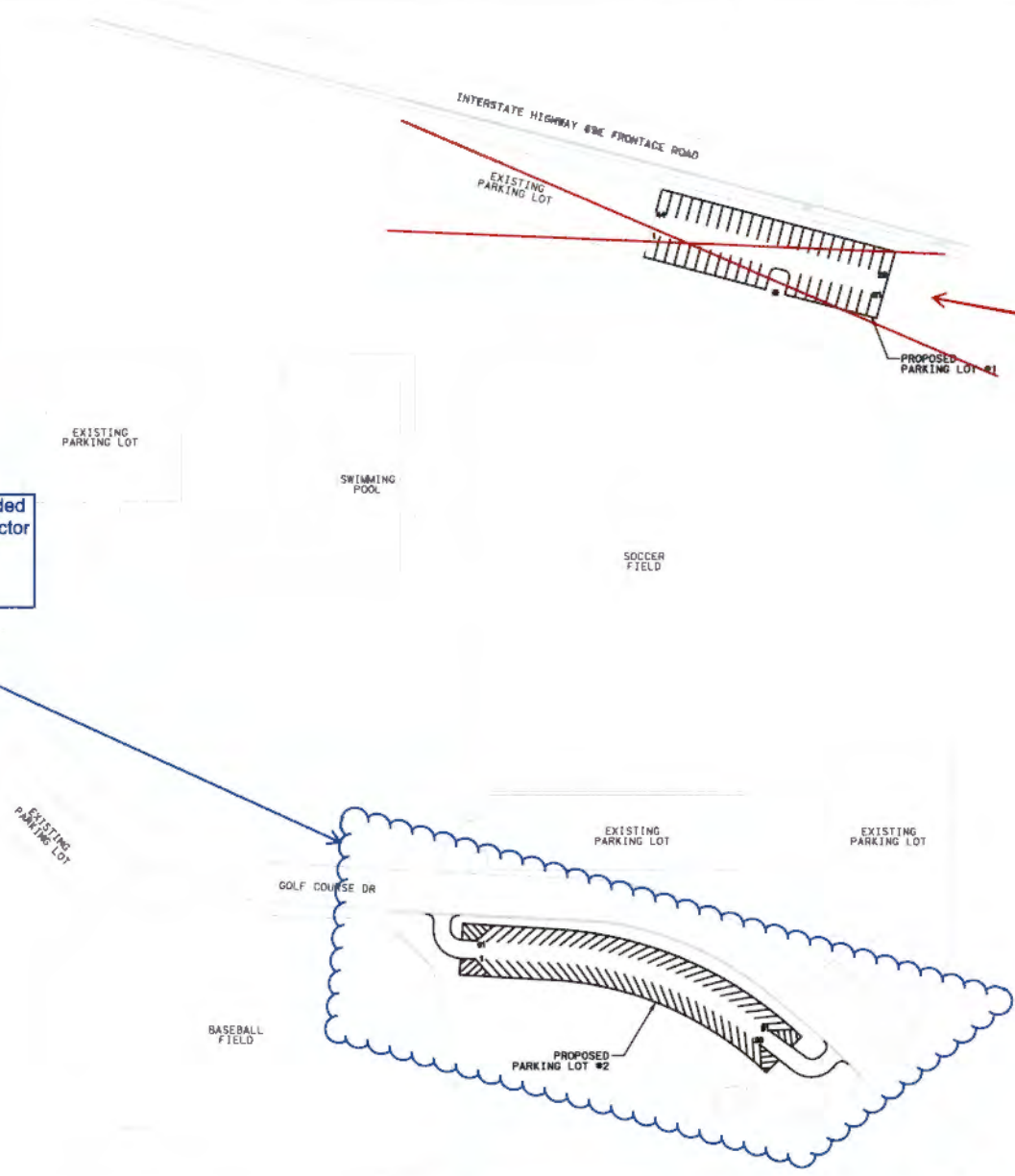
11-3-2022

DATE

*TDLR/RAS INSPECTION NOT REQUIRED

DATE: 11/3/2022 10:55:18 AM
FILE: \\per\needs-pro\harl\city\caddis-pro-21\Documents\Project\2022-2023-2127-01 - Victor Park, Pending L&E.D. TEDSI Designs\8.36 CAD\08.06.01 Sheet Files\General\VICTOR PARK PROJECT LAYOUT.dgn

Inner parking lot included
in Bid No. 2026-02: Victor
Park Improvements



Not included in the
scope of work

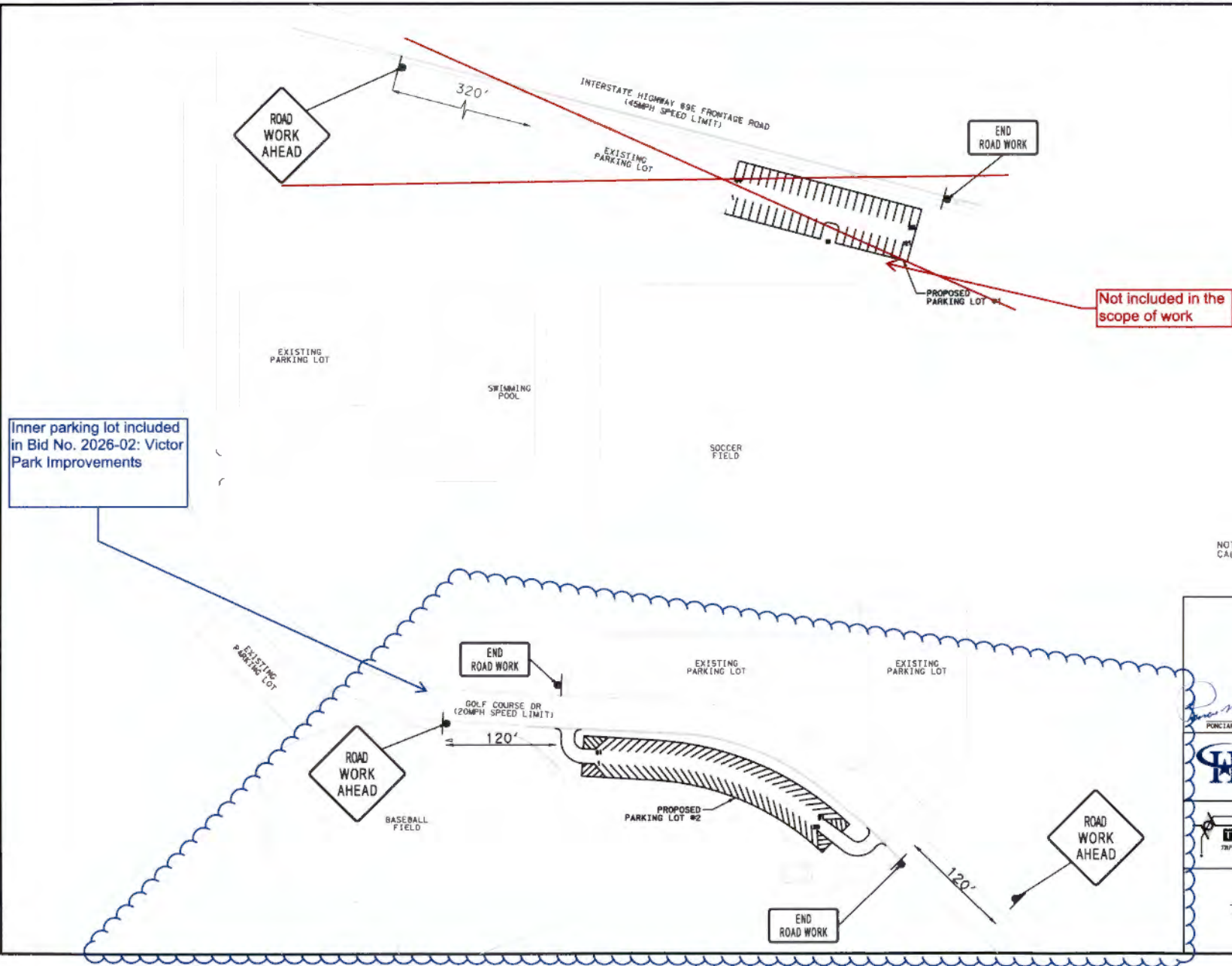


Portland A. Longoria
PORTLAND A. LONGORIA
11-3-2022
DATE



TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
1201 Interstate Highway 2
Alvarado, Texas 78010
(956) 424-7099

**VICTOR PARK
PARKING IMPROVEMENTS
PROJECT LAYOUT**



NOTE:
CALL TEXAS 811 BEFORE YOU DIG



11-3-2022
Ponceano Longoria DATE

CITY OF HARLINGEN TEXAS

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
1261 Interstate Highway 2
Mission, Texas 78171
(361) 424-1999

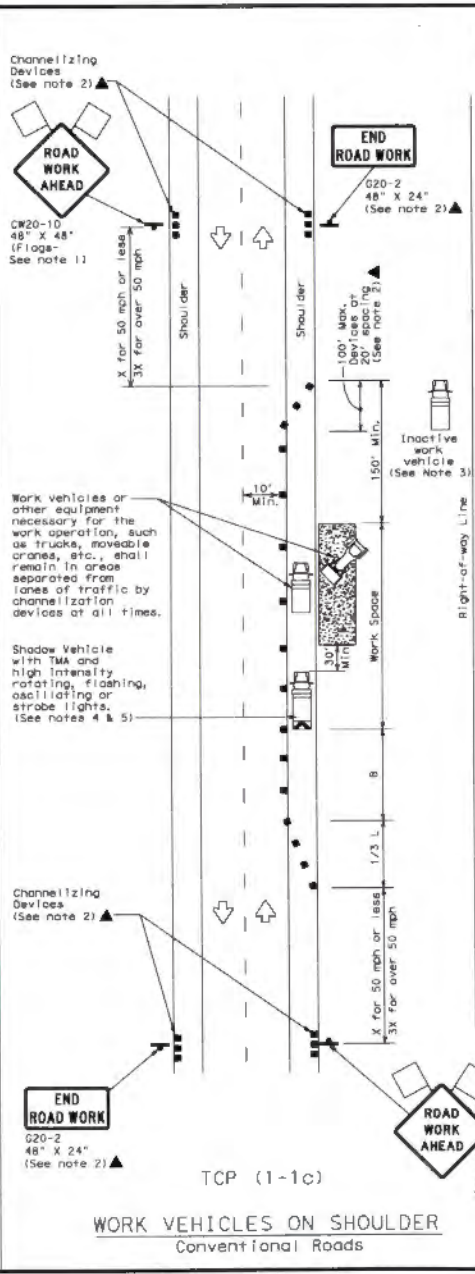
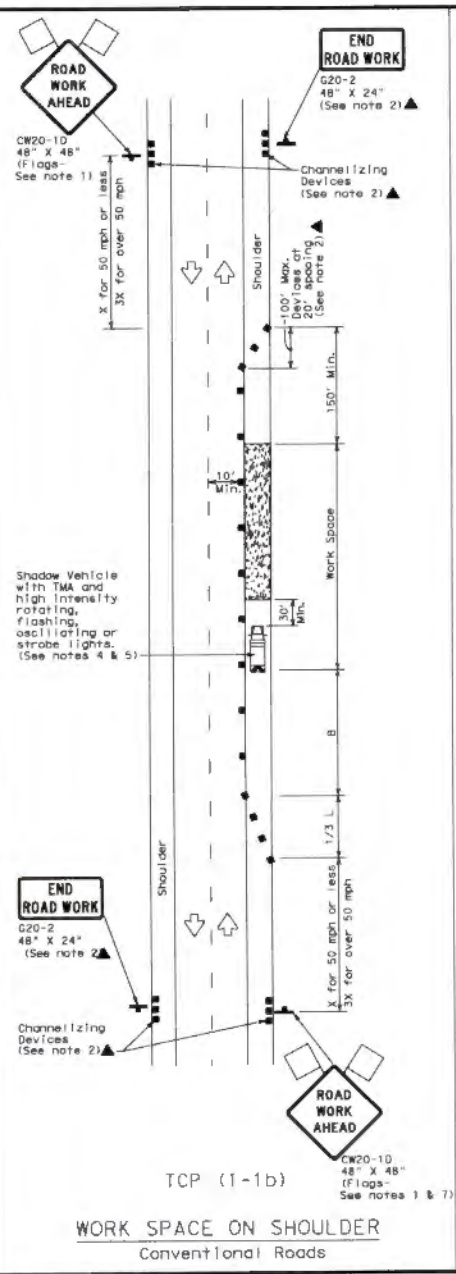
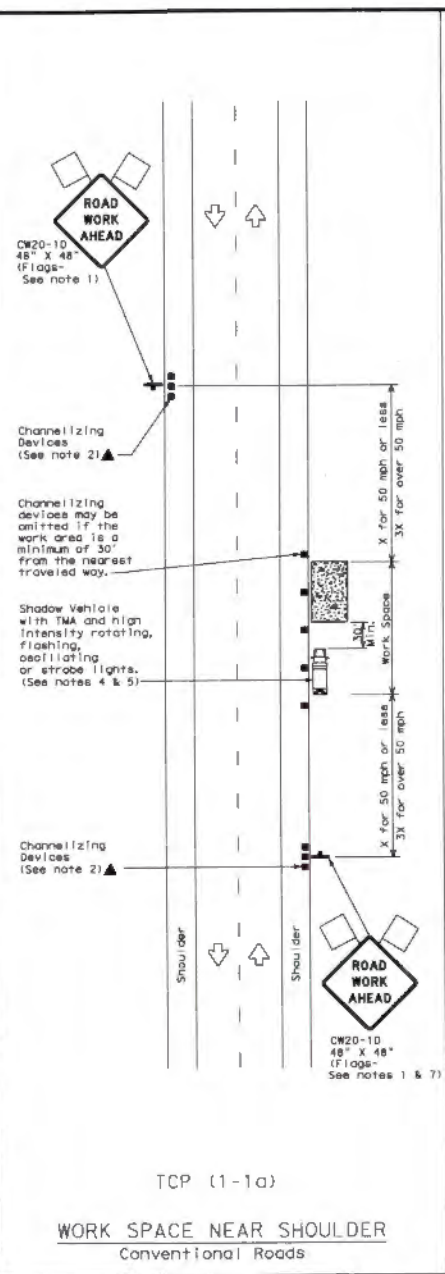
TYPE F-1040

**VICTOR PARK
SUGGESTED
TRAFFIC CONTROL PLAN**

DATE: 11/3/2022 10:56:28 AM
FILE: \$P\$LESS

DISCLAIMER: This standard is governed by the "Texas Engineering Practices Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE: FILE:



LEGEND

	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board		Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Table 1: Spacing of Channelizing Devices

Posted Speed mi/h	Formula	Minimum Desirable Taper Lengths ft		Suggested Maximum Spacing of Channelizing Devices ft		Minimum Sign Spacing Distance ft	Suggested Longitudinal Buffer Space ft	
		10' Offset	12' Offset	On a Taper	On a Tangent			
30	L = WS/60	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L = WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only
** Taper lengths have been rounded off.
L=Length of Taper (ft) W=Width of Offset (ft) S=Posted Speed (MPH)

TYPICAL USAGE

MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY

GENERAL NOTES

- Flags attached to signs when shown are REQUIRED.
- All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
- Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
- A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of work exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
- Additional Shadow Vehicles with TMAs may be positioned off the paved surfaces, next to those shown in order to protect wider work spaces.
- See TCP(1-1) for shoulder work on divided highways, expressways and freeways.
- CW21-5 "SHOULDER WORK" signs may be used in place of CW20-1D "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

Texas Department of Transportation

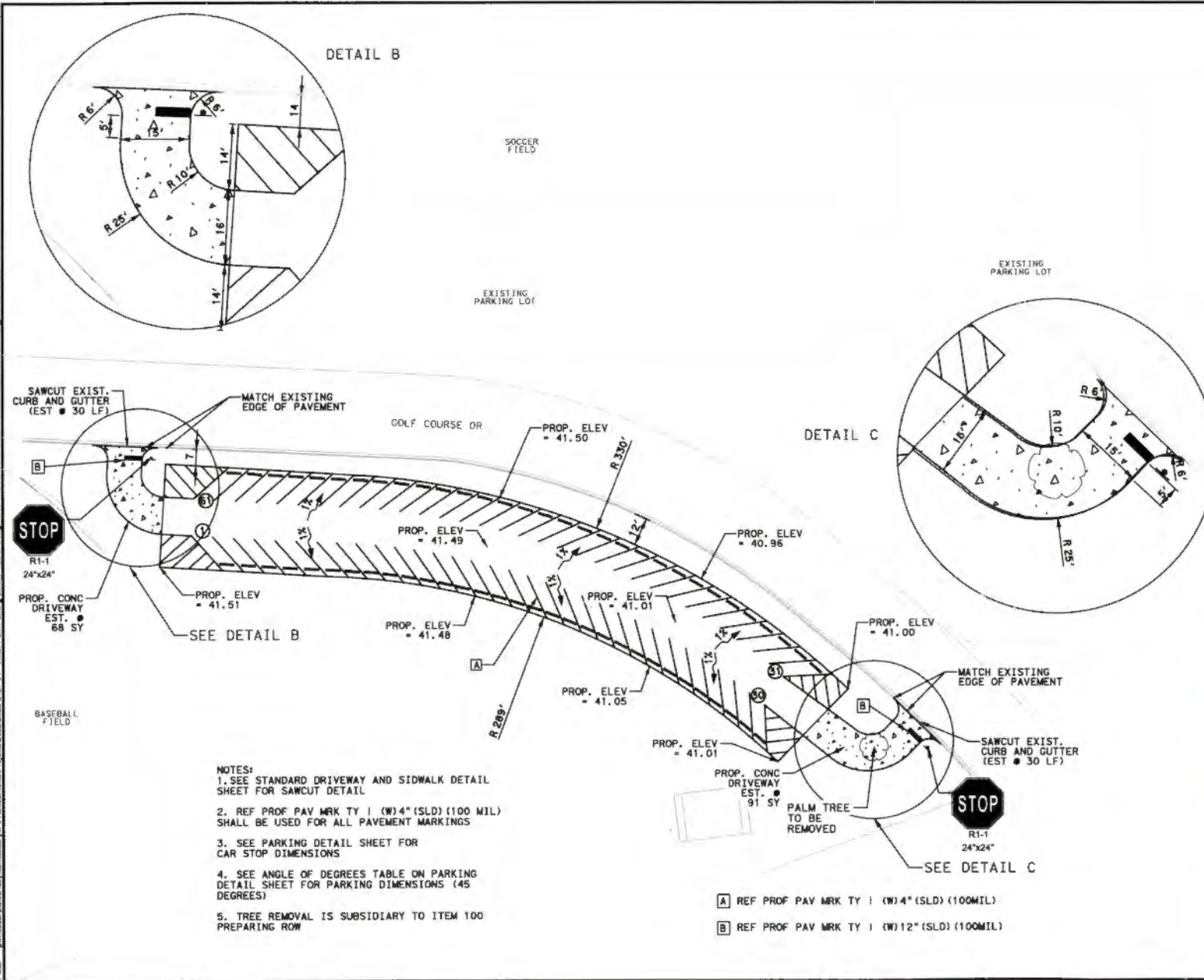
TRAFFIC CONTROL PLAN
CONVENTIONAL ROAD
SHOULDER WORK

TCP(1-1)-18

FILE: tcp(1-1)-18.dgn
© TxDOT December 1985
REVISIONS
2-94 4-98
9-96 2-12
1-97 2-18

DATE: 12/15/85
SHEET NO. 5

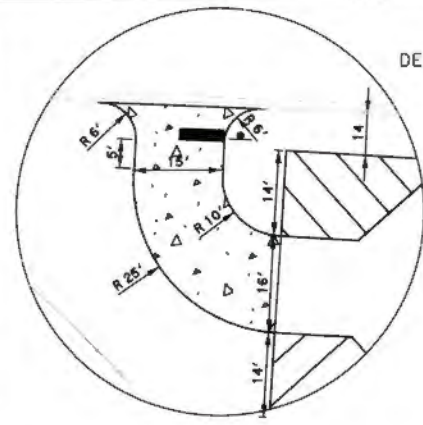
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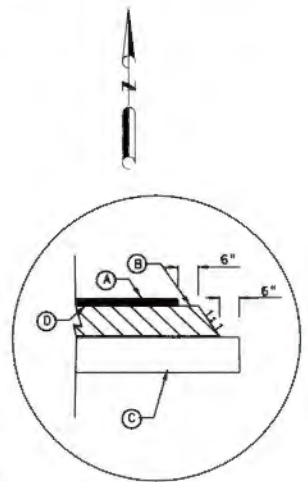
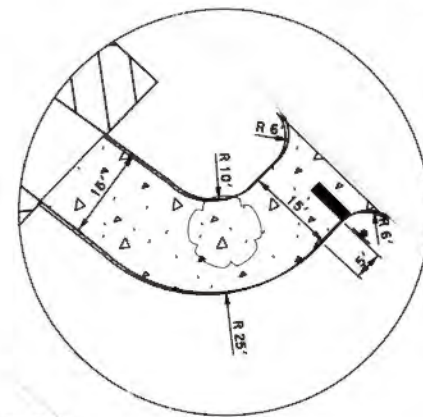
- NOTES:
1. SEE STANDARD DRIVEWAY AND SIDEWALK DETAIL SHEET FOR SAWCUT DETAIL
 2. REF PROF PAV MKR TY 1 (W) 4" (SLD) (100 MIL) SHALL BE USED FOR ALL PAVEMENT MARKINGS
 3. SEE PARKING DETAIL SHEET FOR CAR STOP DIMENSIONS
 4. SEE ANGLE OF DEGREES TABLE ON PARKING DETAIL SHEET FOR PARKING DIMENSIONS (45 DEGREES)
 5. TREE REMOVAL IS SUBSIDIARY TO ITEM 100 PREPARING ROW

- [A] REF PROF PAV MKR TY 1 (W) 4" (SLD) (100MIL)
 [B] REF PROF PAV MKR TY 1 (W) 12" (SLD) (100MIL)

DETAIL B



DETAIL C



PAVEMENT DETAIL

- [A] 2" ASPHALT (TY D)
 [B] 8" FLEXBASE (TY E GR 4)
 [C] 6" LIME TREATED SUBGRADE (6% BY WT)
 [D] PRIME COAT MC-30

11-3-2022
 DATE

HARLINGEN
 TEXAS

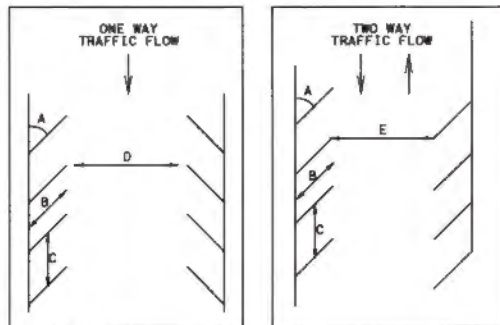
TEDSI INFRASTRUCTURE GROUP
 Consulting Engineers
 1361 American Highway
 Harlingen, Texas 79532
 (956) 426-7884

**VICTOR PARK
 PARKING IMPROVEMENTS
 GOLF COURSE DRIVE**

SHEET NO.
 7

SEC. 111-582. - APPENDIX B: PARKING AISLE WIDTH CHART

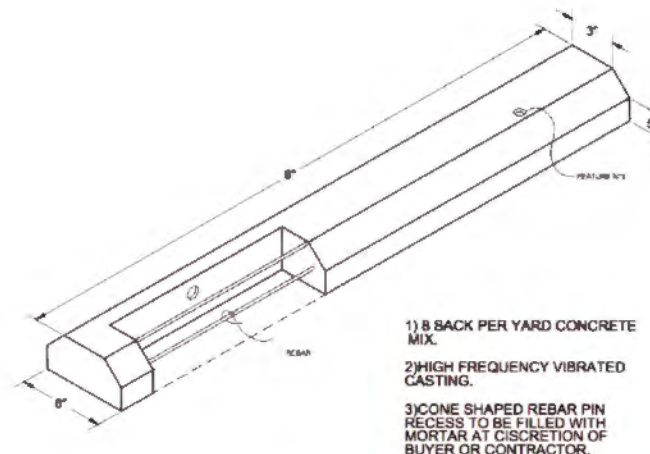
- A: ANGLE OF PARKING IN DEGREES
 B: LENGTH OF PARKING SPACE IN FEET
 C: WIDTH OF PARKING SPACE IN FEET
 D: WIDTH OF PARKING AISLE (ONE-WAY TRAFFIC)
 E: WIDTH OF PARKING AISLE (TWO-WAY TRAFFIC)



ANGLE OF PARKING IN DEGREES										
A	90	85	80	75	70	65	60	55	50	45
B	20'	20.9'	21.2'	21.6'	22'	22'	21.9'	21.8'	21.1'	20.6'
C	9'	9'	9'	9'	9'	9'	9'	9'	9'	9'
D	22'	21'	20'	19'	18'	17'	16'	15'	14'	13'
E	22'	22'	22'	22'	22'	22'	22'	22'	22'	22'

NOTE:

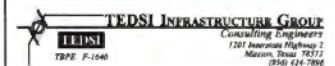
REF PROF PAV MK TY 1 (W)4" (SLD) (100 MIL)
 SHALL BE USED FOR ALL PAVEMENT MARKINGS



CAR STOP DETAIL

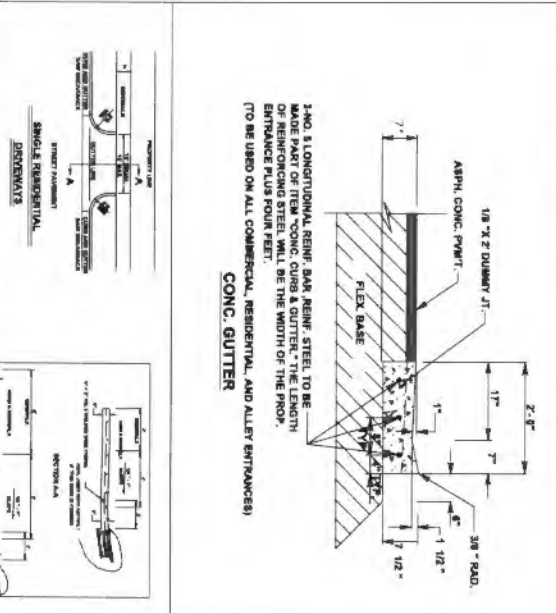
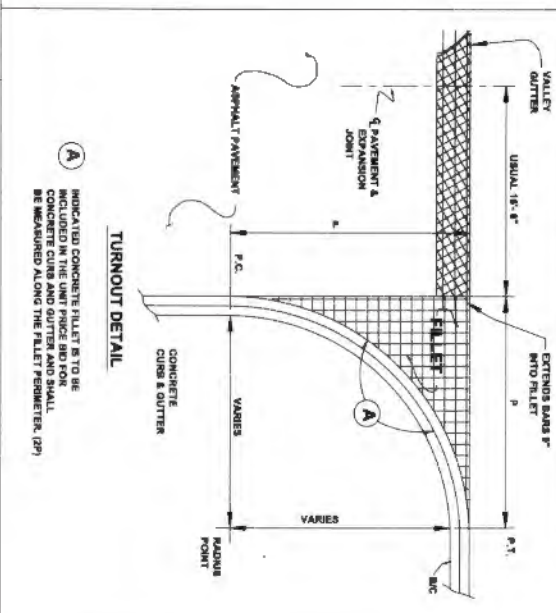
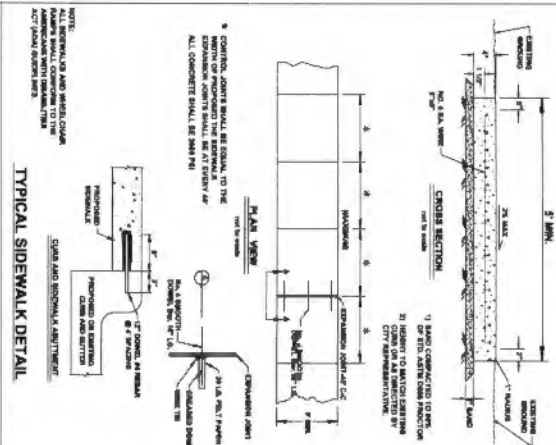


11-3-2022
 PORTLAND N. LONGORIA DATE

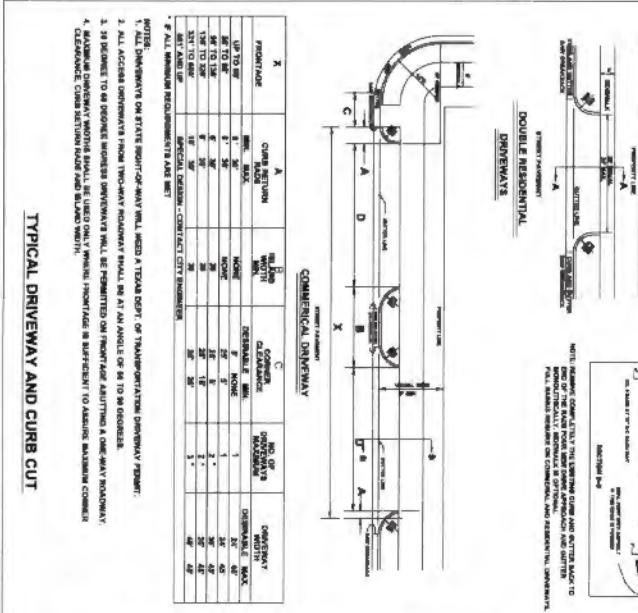
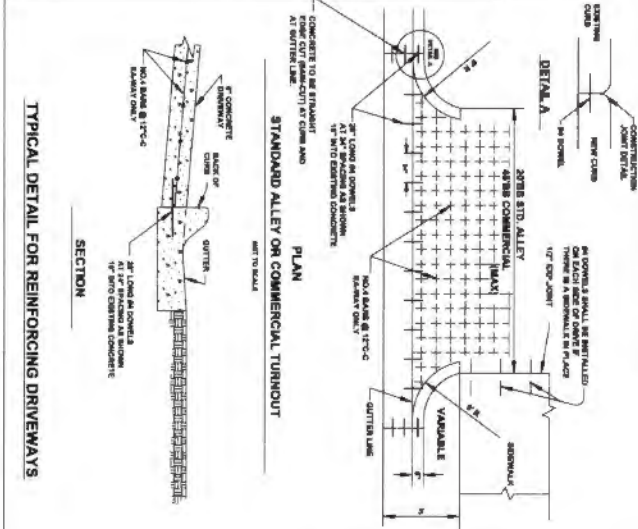
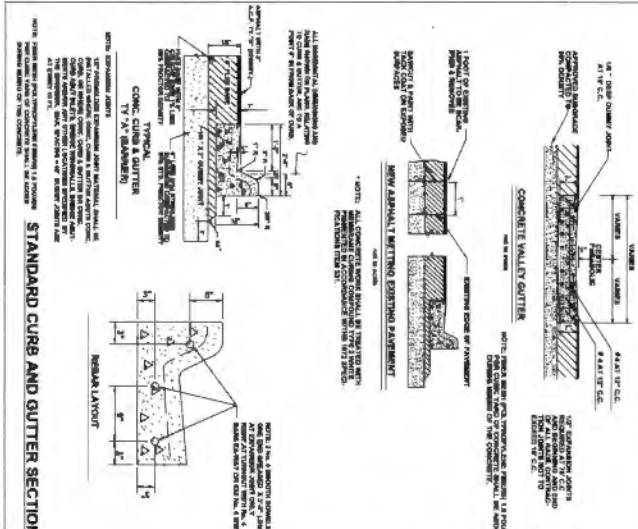


VICTOR PARK
 PARKING IMPROVEMENTS
 PARKING DETAILS

SHEET 1 OF 1
 8



FILE: Hgn 8/84
REV. BY:
SCALE: N.T.S.
DATE:
CHK. BY:



FILE: Hgn 8/84
REV. BY:
SCALE: N.T.S.
DATE:
CHK. BY:



LEGEND:

- SCF SEDIMENT CONTROL FENCE
- CL-D EROSION CONTROL LOG DAM
- DRAINAGE FLOW

NOTES:

1. REFER TO SW3P STANDARD SHEETS FOR DETAILS.
2. INSTALLED MEASURES SHALL REMAIN IN PLACE AND SHALL BE MAINTAINED THROUGHOUT DURATION OF PROJECT OR AS DIRECTED BY THE ENGINEER.
3. SW3P MEASURES SHOWN ARE MINIMUM REQUIREMENTS BASED UPON PROJECT DESIGN. INSTALLATION OF SW3P MEASURES WILL BE AS SHOWN AND MODIFIED TO ACCOMMODATE ACTUAL FIELD CONDITIONS.



Porciano H. Londoña
PORCIANO H. LONDOÑA
DATE

11-3-2022

CITY OF HARLINGEN TEXAS

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
1201 American Highway 2
Mission, Texas 78149
(361) 424-7800

**VICTOR PARK
SW3P LAYOUTS
GOLF COURSE DRIVE**

SHEET 2 OF 2

SHEET NO.
11

SOCCER
FIELD

EXISTING
PARKING LOT

EXISTING
PARKING LOT

GOLF COURSE DR

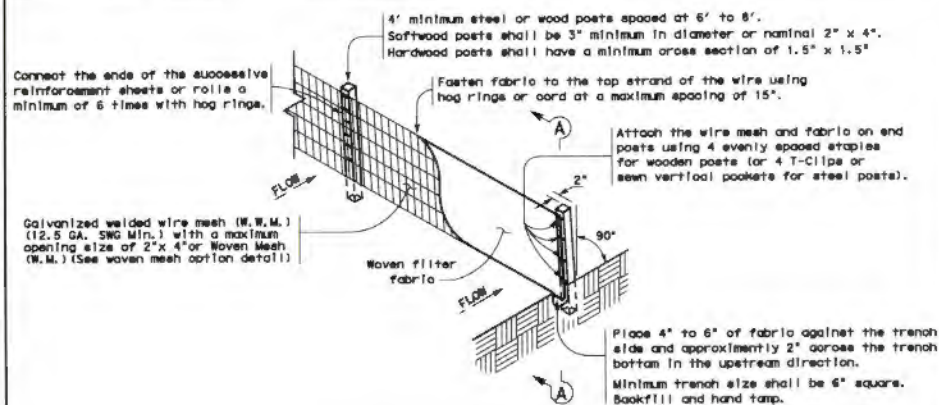
PROP SEDIMENT CONTROL FENCE
EST • 850 LF

BASEBALL
FIELD

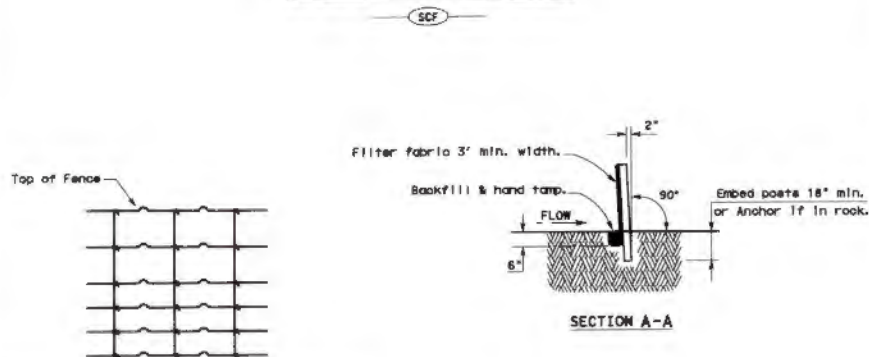
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FILE: \$FILE\$

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DATE
FILE



TEMPORARY SEDIMENT CONTROL FENCE



HINGE JOINT KNOT WOVEN MESH (OPTION) DETAIL

Galvanized hinge joint knot woven mesh (12.5 GA. SWG Min.) requires a minimum of five horizontal wires spaced at a maximum of 12 inches apart and all vertical wires spaced at a maximum of 12 inches apart.

SEDIMENT CONTROL FENCE USAGE GUIDELINES

A sediment control fence may be constructed near the downstream perimeter of a disturbed area along a contour to intercept sediment from overland runoff. A 2 year storm frequency may be used to calculate the flow rate to be filtered.

Sediment control fence should be sized to filter a maximum flow through rate of 100 GPM/FT². Sediment control fence is not recommended to control erosion from a drainage area larger than 2 acres.

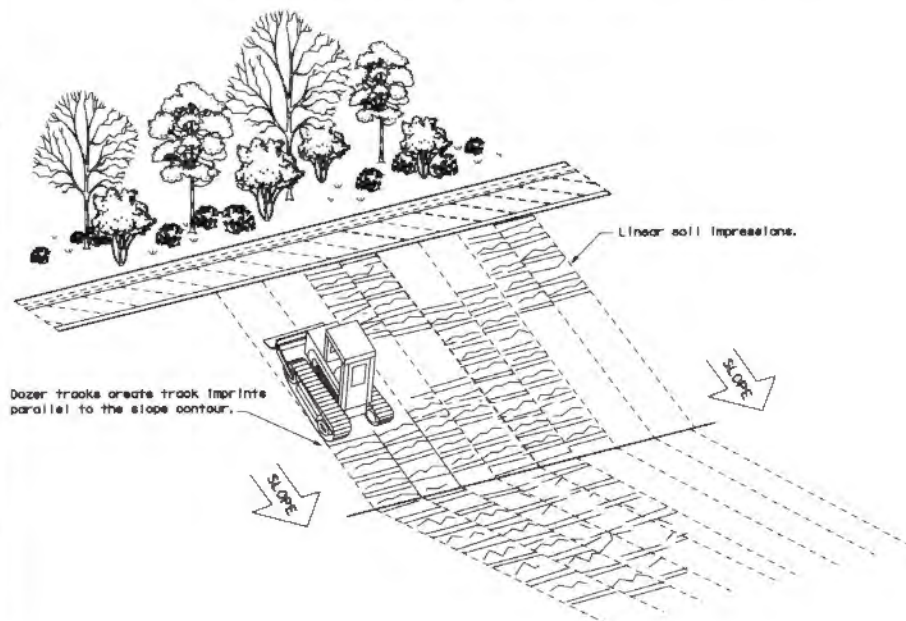
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Sediment Control Fence



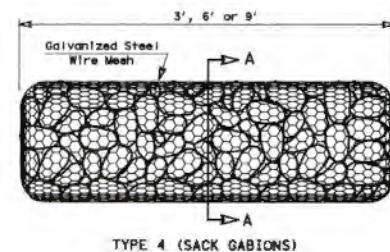
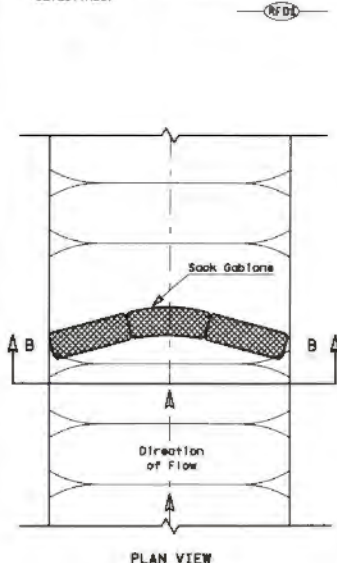
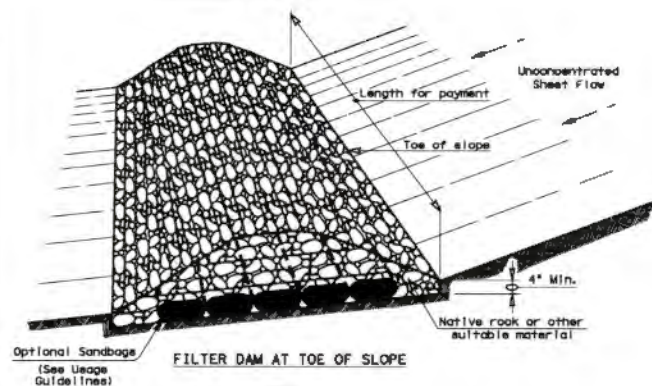
GENERAL NOTES

1. Vertical tracking is required on projects where soil distributing activities have occurred unless otherwise approved.
2. Perform vertical tracking on slopes to temporarily stabilize soil.
3. Provide equipment with a track undercarriage capable of producing linear soil impressions measuring a minimum of 12" in length by 2" to 4" in width by 1/2" to 2" in depth.
4. Do not exceed 12" between track impressions.
5. Install continuous linear track impressions where the minimum 12" length impressions are perpendicular to the slope or direction of water flow.

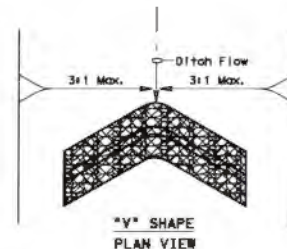


VERTICAL TRACKING

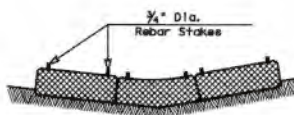
Texas Department of Transportation		Design Division Standard	
TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES FENCE & VERTICAL TRACKING EC(1)-16			
FILE: ec116	DR: TxDOT	CR: KM	DR: VP
© TxDOT: JULY 2016	CDR: SECT	JOB	STATION
REVISIONS		SHEET NO.	
DIST		COUNTY	12

DATE: _____
FILE: _____

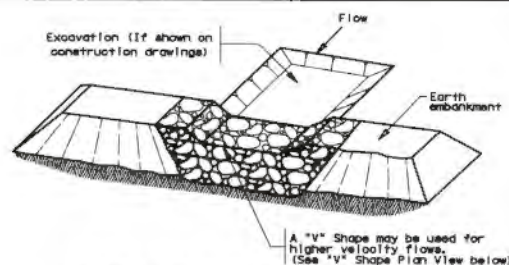
TYPE 4 (SACK GABIONS)



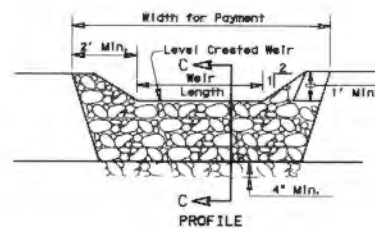
SECTION 8-B



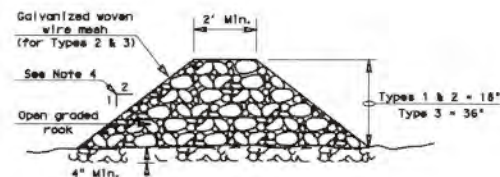
SECTION A-A



FILTER DAM AT SEDIMENT TRAP



SECTION C-C



ROCK FILTER DAM USAGE GUIDELINES

Rock Filter Dams should be constructed downstream from disturbed areas to intercept sediment from overland runoff and/or concentrated flow. The dams should be sized to filter a maximum flow through rate of 60 GPM/FT² of cross sectional area. A 2 year storm frequency may be used to calculate the flow rate.

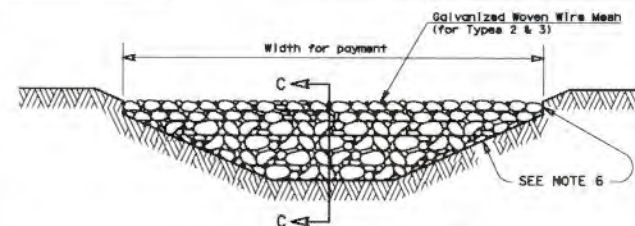
Type 1 (18" high with no wire mesh) (3" to 6" aggregate): Type 1 may be used at the toe of slopes, around inlets, in small ditches, and at dike or avule outlets. This type of dam is recommended to control erosion from a drainage area of 5 acres or less. Type 1 may not be used in concentrated high velocity flows (approximately 8 Ft/Sec or more) in which aggregate wash out may occur. Sandbags may be used at the embedded foundation (4" deep min.) for better filtering efficiency of low flows if called for on the plans or directed by the Engineer.

Type 2 (18" high with wire mesh) (3" to 6" aggregate): Type 2 may be used in ditches and at dike or swale outlets.

Type 3 (36" high with wire mesh) (4" to 8" aggregate): Type 3 may be used in stream flow and should be secured to the stream bed.

Type 4 (Sack gabions): (3" to 6" aggregate): Type 4 May be used in ditches and smaller channels to form an erosion control dam.

Type 5: Provide rock filter dams as shown on plans.



FILTER DAM AT CHANNEL SECTIONS

GENERAL NOTES

1. If shown on the plans or directed by the Engineer, filter dams should be placed near the toe of slopes where erosion is anticipated, upstream and/or downstream at drainage structures, and in roadway ditches and channels to collect sediment.
2. Materials (aggregate, wire mesh, sandbags, etc.) shall be as indicated by the specification for "Rock Filter Dams for Erosion and Sedimentation Control".
3. The rock filter dam dimensions shall be as indicated on the SWGP plans.
4. Side slopes should be 2:1 or flatter. Dams within the safety zone shall have side slopes of 5:1 or flatter.
5. Maintain a minimum of 1' between top of rock filter dam weir and top of embankment for filter dams at sediment traps.
6. Filter dams should be embedded a minimum of 4" into existing ground.
7. The sediment trap for ponding of sediment laden runoff shall be of the dimensions shown on the plans.
8. Rock filter dam types 2 & 3 shall be secured with 20 gauge galvanized woven wire mesh with 1" diameter hexagonal openings. The aggregate shall be placed on the mesh to the height & slopes specified. The mesh shall be folded at the upstream side over the aggregate and tightly secured to itself on the downstream side using wire ties at hog rings. For in stream use, the mesh should be secured or staked to the stream bed prior to aggregate placement.
9. Sack Gabions should be etaked down with $\frac{3}{4}$ " dia. rebar stakes, and have a double-twisted hexagonal weave with a nominal mesh opening of $2\frac{1}{2}$ " x $3\frac{1}{4}$ ".
10. Flow outlet should be onto a stabilized area (vegetation, rock, etc.).
11. The guidelines shown herein are suggestions only and may be modified by the Engineer.

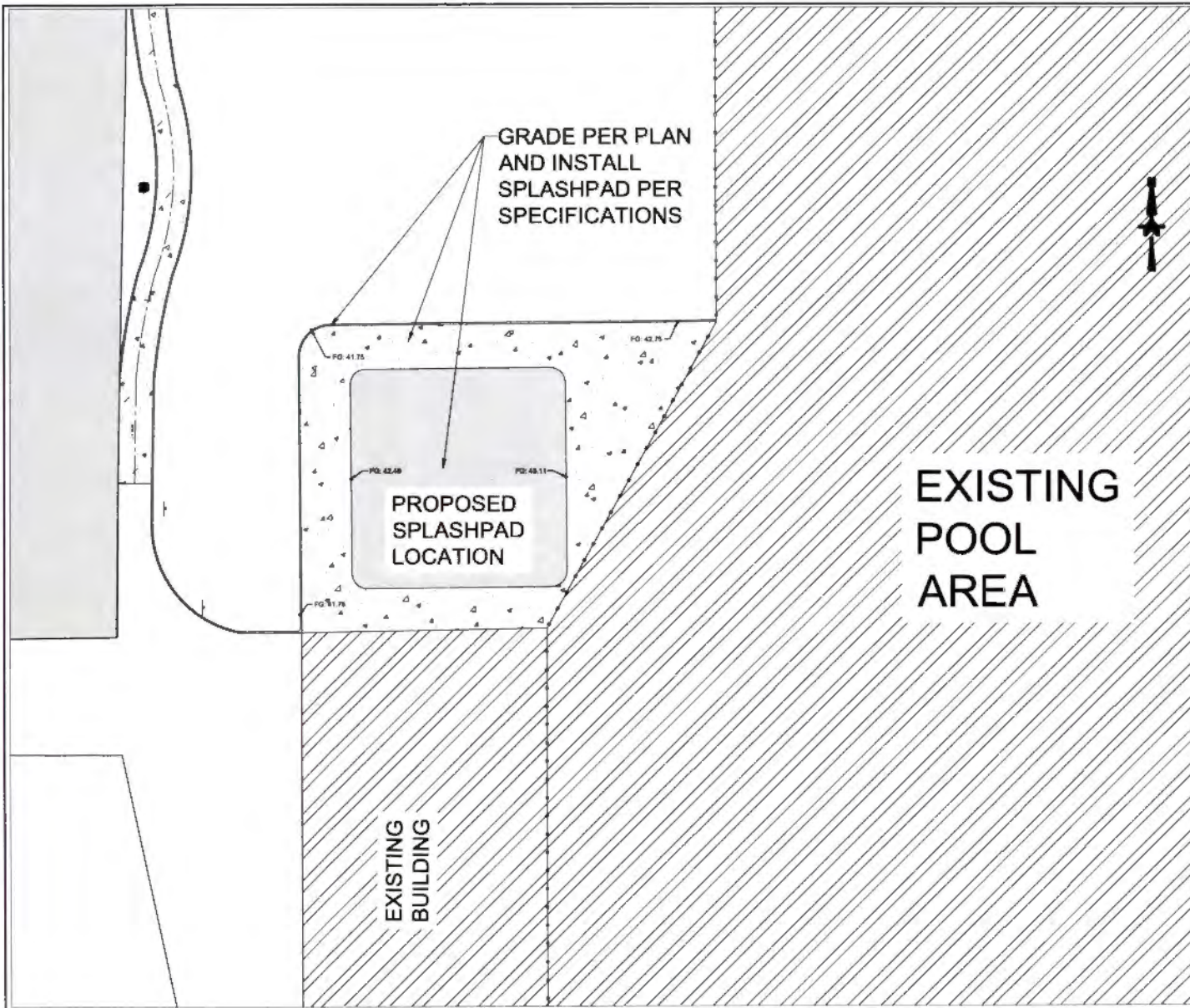
PLAN SHEET LEGEND

- Type 1 Rack Filter Dam — RFD1
- Type 2 Rack Filter Dam — RFD2
- Type 3 Rack Filter Dam — RFD3
- Type 4 Rack Filter Dam — RFD4

Design
Division
Standard

TEMPORARY EROSION,
SEDIMENT AND WATER
POLLUTION CONTROL MEASURES
ROCK FILTER DAMS
EC(2)-16

FILE: eo216	DRY TxDOT	DRY KM	DRY VP	DRY/CD LS
TxDOT: JULY 2016	DRY	DRY	DRY	DRY
EXPIRATIONS				
	DRY	COUNTY	SHEET NO	



GENERAL NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL EXISTING PUBLIC OR PRIVATE UTILITIES PRIOR TO CONSTRUCTION. LOCATIONS AND GRADES OF EXISTING UNDERGROUND UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REPAIRS TO DAMAGED LINES AT NO ADDITIONAL COST TO THE OWNER.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING HIMSELF WITH THE JOBSITE.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SAFEGUARDING AND PROTECTING ALL MATERIAL AND EQUIPMENT STORED ON THE JOBSITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE STORAGE OF MATERIALS IN A SAFE AND WORKMANLIKE MANNER TO PREVENT INJURIES, DURING AND AFTER WORKING HOURS, UNTIL PROJECT COMPLETION.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS AND CONSTRUCTION INSPECTIONS WITH THE PROPER REGULATORY AGENCIES, PRIOR TO BEGINNING CONSTRUCTION. COPIES OF ALL PERMITS SHALL BE SENT TO THE ENGINEER.
5. THE DRAWINGS SHOW AS MUCH INFORMATION AS CAN BE REASONABLY OBTAINED FROM ON THE GROUND OBSERVATION AND EXISTING CONSTRUCTION DRAWINGS REGARDING THE ENTIRE TOPOGRAPHY, CONTOURS, SUB-SURFACE SOILS, AS WELL AS THE LOCATION AND NATURE OF PIPELINES, STORM SEWERS, WATERLINES, NATURAL GAS LINES, UNDERGROUND CABLES, ETC. HOWEVER, THE ACCURACY OF OR COMPLETENESS OF SUCH INFORMATION IS NOT GUARANTEED.
6. CONTRACTOR SHALL COMPLY WITH ALL OCCUPATIONAL SAFETY AND HEALTH ACT (O.S.H.A.) REGULATIONS.
7. ALL WORK IS TO BE DONE IN ACCORDANCE WITH APPLICABLE NATIONAL, STATE, MUNICIPAL, AND LOCAL CODES.
8. IT IS THE CONTRACTOR'S RESPONSIBILITY TO SUPERVISE AND COORDINATE ALL WORK TO INSURE THE PROPER EXECUTION. ALL WORK IS TO BE ACCOMPLISHED IN A NEAT, WORKMAN LIKE MANNER, AND ALL EXCESS MATERIALS, TRASH AND DEBRIS, ETC., SHALL BE REMOVED FROM THE JOB BY THE CONTRACTOR, AT HIS EXPENSE.
9. THE CONTRACTOR SHALL KEEP ALL STREETS FREE OF DIRT, MUD, ETC. DURING THE COURSE OF CONSTRUCTION.
10. EXISTING PAVEMENTS, CURBS, SIDEWALKS, AND DRIVEWAYS DAMAGED OR REMOVED DURING CONSTRUCTION SHALL BE REPLACED TO CITY STANDARDS BY THE CONTRACTOR AT HIS EXPENSE.
11. CONDITION OF THE ROAD AND/OR RIGHT-OF-WAY, UPON COMPLETION OF JOB, SHALL BE AS GOOD AS/OR BETTER THAN THE CONDITION PRIOR TO STARTING WORK.
12. BACKFILL TO TOP OF NEW PAVEMENT OR CURBS WITH CLEAN SOIL FREE OF CLODS. ALL DISTURBED AREAS AND AREAS REQUIRING GRADING SHALL BE FINE GRADED REMOVE ALL TRASH/DEBRIS AND PROVIDE A SMOOTH SURFACE FOR PROPER TURF MANAGEMENT. HYDROMULCH DISTURBED AREAS NOT NOTED TO BE SOLID SOO OR AS DIRECTED BY THE ENGINEER.
13. CONTRACTOR SHALL EXERCISE CARE IN REMOVING/TRANSPORTING ANY ITEMS DEEMED SALVAGEABLE BY OWNER.
14. ANY ITEM DAMAGED OR UNSUITABLE FOR USE SHALL BE REPLACED AT CONTRACTOR'S EXPENSE.
15. INSTALLATION OF GOALS SHALL BE PER MANUFACTURES RECOMMENDATIONS. BASKETBALL GOALS TO BE PROVIDED BY OWNER.



ENGINEERING DEPARTMENT

**VICTOR PARK
IMPROVEMENTS
SPLASHPAD LAYOUT &
GRADING PLAN**

N.T.S. SHEET 1 OF 1

PROJECT NO.	FILE NO.	SHEET NO.
Victor Park Improvements	Victor Park Basket Ball Court	1
STATE	COUNTY	MONTH
TEXAS	CAMERON	JANUARY
		YEAR
		2026

Bid Alternate: Design-Build Water Recirculating Splash Pad – Victor Park Improvements

The Contractor shall provide all labor, materials, equipment, design services, permits, and incidentals necessary to furnish and install a complete, operational **water recirculating splash pad system** at Victor Park, adjacent to the existing pool improvements, as shown on the location map provided in the bid documents.

This item shall be delivered under a **design-build approach**. The Contractor shall be responsible for design, engineering, equipment selection, installation, start-up, and commissioning of the splash pad system in accordance with the performance criteria outlined below.

1. GENERAL DESCRIPTION

The proposed splash pad shall be an approximately **1,000–1,200 square foot zero-depth aquatic play area** designed for **mixed family use**. The system shall be a **recirculating treated water system** and shall comply with all applicable **TCEQ Public Pool and Interactive Water Feature regulations** and **local health authority requirements**.

The splash pad shall be located on an existing grass area and shall require full site preparation, grading, and elevation adjustments to match the adjacent pool deck and improvements. Refer to site map for location.

2. SCOPE OF DESIGN-BUILD SERVICES

The Contractor shall provide:

- Splash pad layout and feature design
- Hydraulic design of recirculation and treatment systems (optional)
- Structural design of pad and equipment vaults (if required)
- Electrical design for splash pad systems
- Engineering necessary for permitting and construction
- Preparation of final sealed drawings where required by code or authority having jurisdiction

All design work shall be performed under the supervision of licensed design professionals as required for the specific discipline.

The Engineer of Record for the overall project will review submissions for general conformance but shall not be responsible for the splash pad system design.

3. SITE WORK

Work under this alternate shall include:

- Demolition of turf and preparation of subgrade
- Grading and elevation adjustments to match pool area
- Concrete splash pad slab and foundations
- Underground utility trenching and backfill
- Installation of in-ground or above-ground equipment vault/room (Contractor to propose)

- Connection to existing nearby water and sanitary sewer utilities
 - Connection to electrical service, including **new service and panel if required**
-

4. SPLASH PAD FEATURES

The splash pad shall include a combination of **ground sprays and low-level interactive features** appropriate for mixed-age users. Features may include, but are not limited to:

- Water geysers
- Spray jets
- Low-level interactive elements

Tall overhead dumping features are discouraged unless specifically approved by the Owner.

All features shall be slip-resistant, vandal-resistant, and designed for municipal park use.

5. WATER TREATMENT SYSTEM

The splash pad shall utilize a **recirculating water treatment system** consisting of:

- Sand filtration system
- Chemical disinfection system (chlorination)
- Pumps, strainers, and piping necessary for continuous recirculation
- Flow control and balancing components

The complete system shall comply with **TCEQ regulations and local health department standards** for interactive water features.

6. CONTROLS

System controls shall include:

- Programmable run times
- Automatic shutoff during non-operational hours
- Operator-friendly control interface located in the equipment area

Optional remote monitoring capabilities may be proposed as an added feature.

7. SURFACING

The splash pad play surface shall consist of a **poured-in-place rubber safety surfacing system** or other approved slip-resistant aquatic surface suitable for zero-depth water play.

8. ACCESSIBILITY

The splash pad shall provide:

- Zero-depth entry design

- Accessible route connection from the existing pool deck area

No additional parking or restroom improvements are required under this alternate.

9. ELECTRICAL

The Contractor shall evaluate existing electrical capacity serving the pool facility. The design shall include:

- New panel and service upgrades if required
 - GFCI protection
 - Bonding and grounding per NEC requirements for aquatic facilities
-

10. CONTRACTOR SUBMITTALS (DESIGN PHASE)

Prior to construction, the Contractor shall submit a **Design-Build Proposal Package** for Owner review and approval including:

1. Conceptual splash pad layout
2. Narrative describing proposed features and user experience
3. Equipment list and manufacturer information
4. Preliminary hydraulic design narrative
5. Optional equipment and enhancement list
6. 3D renderings (optional but encouraged)

Construction shall not begin until written approval of the design concept is provided by the Owner.

11. BASIS OF PAYMENT

Payment for this Bid Alternate shall be on a **lump sum basis** and shall include all design, engineering, materials, equipment, installation, permits, testing, start-up, and commissioning required to provide a fully operational splash pad system.



CITY OF HARLINGEN

VICTOR PARK POOL

DECK & SKIMMER REPLACEMENT

8.15.2022



LOCATION MAP



VICINITY MAP

SHEET INDEX

SWIMMING POOL

T0.0	TITLE SHEET
SP0.1	GENERAL NOTES
SP0.2	GENERAL NOTES
SP0.3	DEMOLITION PLAN
SP0.4	PROPOSED SITE PLAN
SP1.0	PROPOSED POOL DIMENSION PLAN
SP1.1	POOL EQUIPMENT PLAN
SP2.0	PROPOSED POOL PLUMBING PLAN
SP3.0	POOL SECTIONS
SP4.0	POOL DETAILS
SP-E	POOL ELECTRICAL PLAN

AQUATICS CONSULTANTS
THE C.T. BRANNON CORPORATION
1321 SOUTH BROADWAY
TYLER, TEXAS 75701

PHONE: (903) 597-2122

ENGINEER OF RECORD: TRAVIS BOZICK



BIDDING NOTES:

- (1) DO NOT PRESUME SUBSTITUTION OF ANY MATERIALS OR EQUIPMENT IN THIS POOL PROJECT. SUBSTITUTIONS ARE MADE ONLY WITH PERMISSION OF THE ENGINEER IN WRITING. SUBSTITUTIONS WILL NOT BE CONSIDERED PRIOR TO BIDDING.
- (2) THE BIDDER AND POOL CONTRACTOR SHALL REFER TO ALL SHEETS IN THE POOL DRAWINGS AND ALL WRITTEN SPECIFICATIONS IN THE PROJECT MANUAL. ANY CALL-OUT FOR MATERIALS OR EQUIPMENT IN ANY ONE OF THEM IS DEEMED A REQUIREMENT WHETHER OR NOT THAT CALL-OUT IS FOUND IN OTHER VIEWS, SCHEMATICS, OR SPECIFICATIONS.
- (3) ANY ITEM REQUIRED BY THE LOCAL OR STATE HEALTH CODE SHALL BE PROVIDED AS PART OF THIS PROJECT WHETHER OR NOT IT IS SPECIFICALLY CALLED OUT ON THE PLANS OR SPECIFICATIONS.
- (4) COORDINATE WORK WITH OTHER TRADES.
- (5) THESE PLANS CONTAIN WORK THAT REQUIRES THE SERVICES AND SKILLS OF OTHER TRADES OTHER THAN THE POOL SUBCONTRACTOR. ALL TRADES ARE ADVISED TO INSPECT THE POOL DOCUMENTS TO AVOID GAPS AND OVERLAPS IN FREQUENT.

PLUMBING NOTES:

1. INSTALL 2" PVC "WET-VENTING" BALL VALVES ON POOL PLUMBING SO ALL PLUMBING CAN BE DRAINED DURING THE OFF-SEASON OR FOR MAINTENANCE.
2. AVOID INSTALLING ANY LINE WITH AN AIR ENTRAPPING HIGH POINT. WHEN UNAVOIDABLE, INSTALL AN APOC AUTOMATIC AIR RELEASE VALVE ON A CLAMP-ON SADDLE AT THE HIGH POINT OF ANY LOOPING PUMP DISCHARGE LINES.
3. BURIED POOL PLUMBING (CONCEALED, NOT EXPOSED) TO CONFORM TO ASTM D-1785 TYPE 1, GRADE 1, SCHEDULE 40 PVC (MINIMUM). PROVIDE PIPE SYSTEM THAT IS WATERTIGHT TO A PRESSURE OF 40 PSI. PRESURE TEST AND HOLD DURING THE HOUR WITH WATER. DO NOT PRESURE TEST WITH AIR. ASTM D-2885 DWV PIPE DOES NOT MEET THIS SPECIFICATION UNLESS THE PIPE IS DUAL MANUFACTURED WITH D-1785 AS WELL.
4. EXPOSED POOL PIPING IN MECHANICAL ROOMS, GARAGES, PLUMBING, AND SIMILAR LOCATIONS SHALL CONFORM TO ASTM D-1785 TYPE 1, GRADE 1, SCHEDULE 40.
5. ALL PIPE FOR THIS PROJECT SHALL BE OF NEW MANUFACTURE AND NOT WEATHERED OR DAMAGED IN ANY WAY WHEN DELIVERED TO THE PROJECT.
6. REFER TO MEP DRAWINGS FOR POTABLE WATER LINES, GAS AND BACKWASH DRAIN LINES TO BE EXTENDED TO EACH POOL EQUIPMENT ROOM.
7. ALL PLUMBING PENETRATIONS THROUGH CONCRETE POOL STRUCTURES OR BASINS INTENDED TO HOLD WATER SHALL HAVE NO-LEAK FLANGES. CORROD PENETRATIONS THROUGH FRT OR BASEMENT WALLS SHALL BE FILLED WITH URM-SEAL GASKETS AND WATER TIGHT.
8. PIPE LAYOUT SHOWN IS REPRESENTATIVE OF THE INTENDED GENERAL PIPE ROUTING. WITH ALL CHANCE FOR MINOR READJUSTMENTS AS REQUIRED BY FIELD CONDITIONS. PIPE SHALL BE INSTALLED WITH THE LEAST AMOUNT OF FITTINGS POSSIBLE. CONTRACTOR SHALL REQUEST ANY CHANGE TO THE LAYOUT AND PROVIDE REDLINE DOCUMENTATION TO THE ENGINEER.
9. ALL INDIVIDUAL FILTERED RETURN INLET BRANCH LINES TO BE 2" UNLESS NOTED OTHERWISE.
10. ALL INDIVIDUAL SWIMMER BRANCH LINES TO BE 2" UNLESS NOTED OTHERWISE.
11. ALL POOL MAIN DRAIN PUMPS, FRAMES, AND GRATES MUST COMPLY WITH VIRGINIA GRABBER BASIN ACT, SWIMMING POOL SAFETY ACT OF 2007. SUCTION DEVICES SHALL COMPLY WITH ANSI/APSP-16 V08 STANDARD.
12. BURIED POOL PLUMBING BENEATH DECKS AND LANDSCAPE SHALL HAVE 34" OF COVER MINIMUM UNLESS SPECIFICALLY NOTED OTHERWISE.
13. POOL PLUMBING LOCATED BENEATH THE POOL FLOOR SHALL BE CONCRETE ENCASED AND INTEGRAL WITH THE POOL FLOOR. PLUMBING BENEATH POOL FLOOR SHALL NOT ENCROACH IN THE NORMAL THICKNESS OF THE FLOOR.
14. NO POOL PIPING SHALL BE RUN WITHIN AND PARALLEL TO POOL WALLS EXCEPT FOR SHORT BRANCHES OFF OF MANIFOLDS LOCATED OUTSIDE THE POOL SHELL.
15. POOL FITTINGS SHALL BE INSTALLED WITH THE WALL OR RETURN FITTING FLUSH WITH THE FINISHED POOL WALL. THE SCOOP NORMALLY LEFT BY SHOTCRETS/FORMS AROUND FITTING PIPE SHALL NOT BE BACKFILLED WITH PLASTER BUT RATHER WITH NON-SHINK GROUT. POOL RETURN FITTINGS SHALL FIT TIGHTLY AGAINST PLASTER WITH NO DISCRETE PLASTER "BUMP". NEITHER SHALL THE EYE BALL NOR OTHER FITTING INHERIT PROTECT FROM THE FINISHED POOL SURFACE SUCH THAT A GAP OF 1/8" OR GREATER IS VISIBLE BEHIND THE FITTING. THE ENGINEER MAY REJECT ANY FITTING THAT PROJECTS FROM OR IS RECESSED INTO THE PLUMBING OF THE POOL WALL OR FLOOR.
16. POOL PLASTER SHALL NOT BE USED TO MAKE UP FOR POOR INSTALLATION TECHNIQUE. THE PLASTER AROUND A FITTING, LIGHT RICHES, ANCHOR, WALL STEP, OR OTHER EMBEDDED ITEM SHALL BE TESTED WITH A 3P STRAIGHT EDGE CENTERED ON THE FITTING. ANY DEVIATION BETWEEN THE STRAIGHT EDGE AND PLASTER ON EITHER SIDE OF 1/8" OR MORE IS UNACCEPTABLE. THE ENGINEER IN HIS SOLE OPINION MAY REJECT INSTALLATIONS NOT MEETING THE ABOVE REQUIREMENTS.



EXISTING AERIAL

DESIGNED BY TABLMKS
ISSUE DATE: 8.15.2022

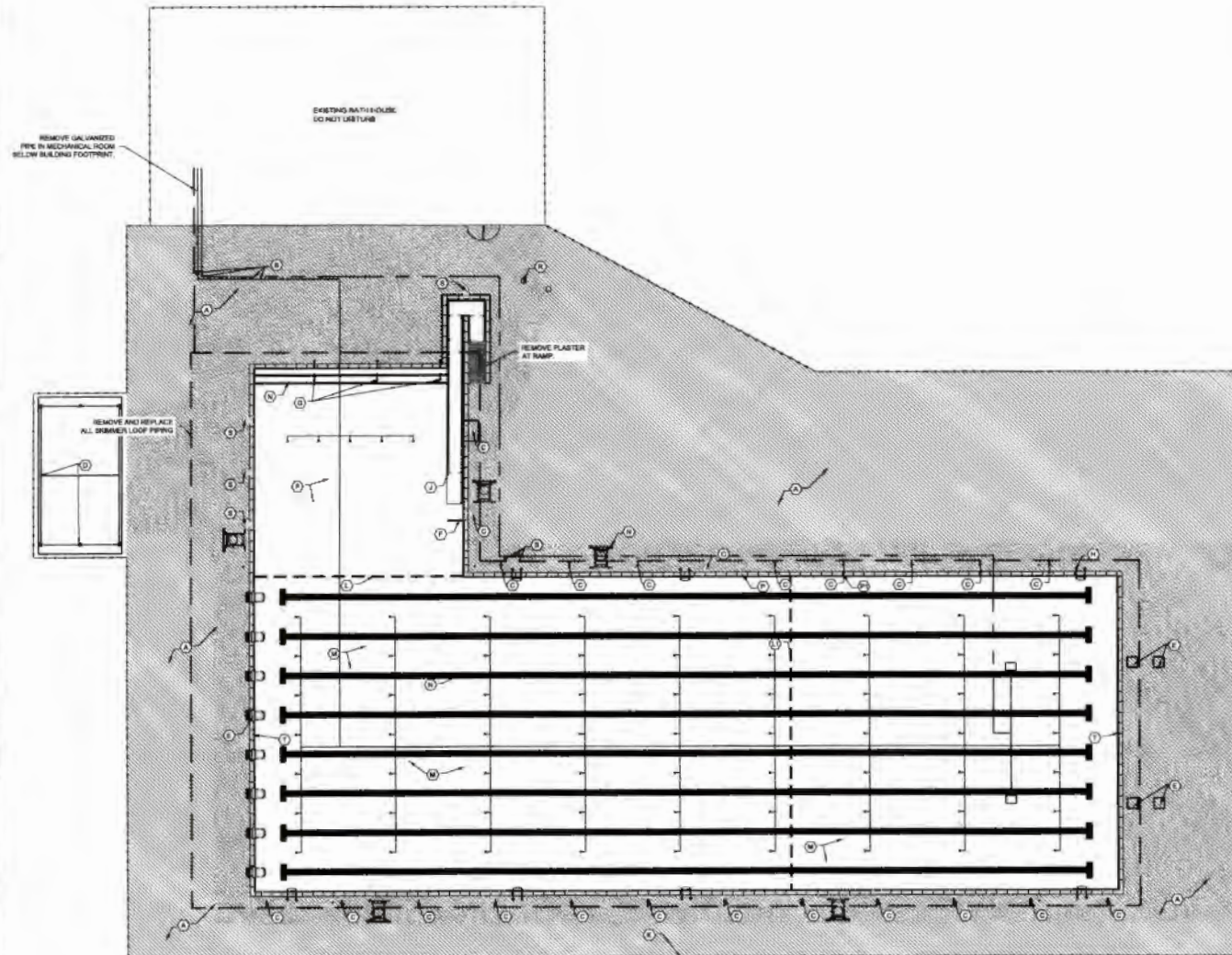


CITY OF HARLINGEN
VICTOR PARK POOL
1601 S. M ST.
HARLINGEN, TEXAS 78550
GENERAL NOTES

REVISIONS	DATE	BY	CHKD
1			
2			
3			
4			

ISSUED FOR
DESIGN REVIEW
NOT FOR
CONSTRUCTION

PROJECT NO. 22070
SHEET NO. SP0.2



1 DEMOLITION PLAN

SCALE: 1"=10'-0"



DEMOLITION NOTES

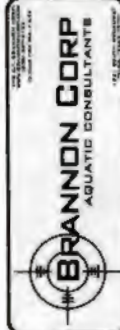
KEY	DESCRIPTION
A	CONTRACTOR TO REMOVE AND DISPOSE OF EXISTING POOL DECK WITHIN FENCE. REFER TO HATCH LIMITS.
B	CONTRACTOR TO REMOVE AND DISPOSE OF GRASS/PAVED POOL YARD PAVING BELOW DECK. PAVING BELOW POOL SHALL BE PRESERVE TESTED AND IF Viable, REPAIRED. SEE SPEC.
C	CONTRACTOR TO REMOVE AND DISPOSE OF EXISTING SHOWER AND EQUALIZER LINES. TYP. SEE DETAILS 1 AND 2 ON SP15.
D	CONTRACTOR TO REMOVE WOOD STRUCTURE AND POSTS AND DECK ROCK AND DISPOSE OF IN A LEGAL MANNER. DO NOT DEMOLISH CONCRETE.
E	CONTRACTOR TO REMOVE STARTING BLOCKS FOR RE-USE. TYP.
F	CONTRACTOR TO REMOVE PAVEMENT AT END OF ADA RAMP AND FILL WORKS WITH PLASTER.
G	CONTRACTOR TO REMOVE AND DISPOSE OF IN A LEGAL MANNER THREE HANDRAILS AT POOL STEPS. SALVAGE BELONGS TO CONTRACTOR.
H	CONTRACTOR TO REMOVE STAINLESS STEEL LADDERS AND DECK ANCHORS. TYP. SALVAGE BELONGS TO CONTRACTOR.
I	CONTRACTOR TO PROTECT AND PRESERVE ADA RAIL. TYP.
J	CONTRACTOR TO PROTECT AND PRESERVE POOL ENCLOSURE. TYP.
K	CONTRACTOR TO PROTECT AND PRESERVE UNDERWATER TILE AT POOL STEPS. NOBING AT WATERLINE AT 6 FT. DEPTH. PROTECT AND PRESERVE RACING LANE TILE AND WALL TARGET TILE. TYP.
L1	CONTRACTOR TO SAW CUT PLASTER TO INCREASE WIDTH OF TILE BAND TO 4".
M	CONTRACTOR TO PROTECT AND PRESERVE POOL PLASTER.
N	CONTRACTOR TO REMOVE LIFESAVER CHAIRS. TYP. SALVAGE BELONGS TO CONTRACTOR.
O	CONTRACTOR TO PROTECT AND PRESERVE EXISTING CORING. TYP.
P1	CONTRACTOR TO REMOVE COPING 3'-6" WIDTH AT SWIMMING. TYP.
Q	CONTRACTOR TO REMOVE EXISTING DECK SHOWER FOR REMAIN. PROTECT AND PRESERVE WATER SUPPLY LINE.
R	CONTRACTOR TO FURNISH AND INSTALL NEW SHOWER. TYP. SEE DETAILS 3 AND 4 ON SP15.
T	CONTRACTOR TO REMOVE UNDERWATER INCANDESCENT LIGHT FIXTURE AND CONNECTION. CONTRACTOR TO FURNISH AND INSTALL INTELLIGENT UNDERWATER LIGHT FIXTURE. SEE SP15.

CITY OF HARLINGEN TO REMOVE AND STONE LANE REELS AND STANDER POSTS FOR BACKSPONGE LINES.

CITY OF HARLINGEN TO REMOVE IN FACHERS, CONCRETE FURNITURE, TRASH CANS, ALUMINUM POMIC TABLES.

PIPING LAYOUT IS ASSUMED. VERIFICATION IN FIELD IS REQUIRED.

DESIGNED BY: TABLMOG
ISSUE DATE: 8-15-2022



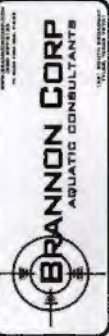
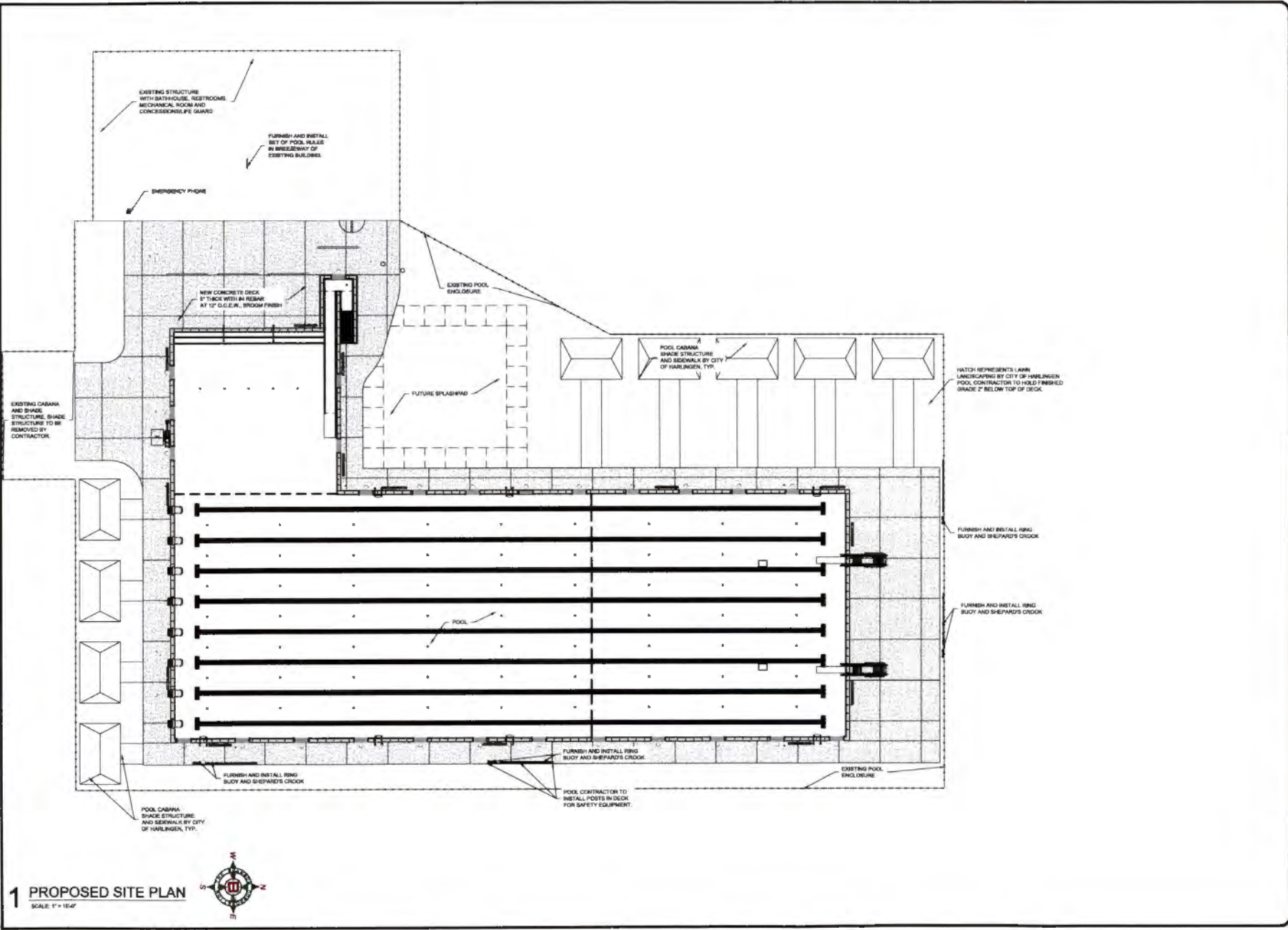
CITY OF HARLINGEN
VICTOR PARK POOL
1801 S. M ST.
HARLINGEN, TEXAS 78550
DEMOLITION PLAN

DATE	REVISION

ISSUED FOR
DESIGN REVIEW
NOT FOR
CONSTRUCTION

PROJECT NO. 22870

SHEET NO. SP0.3



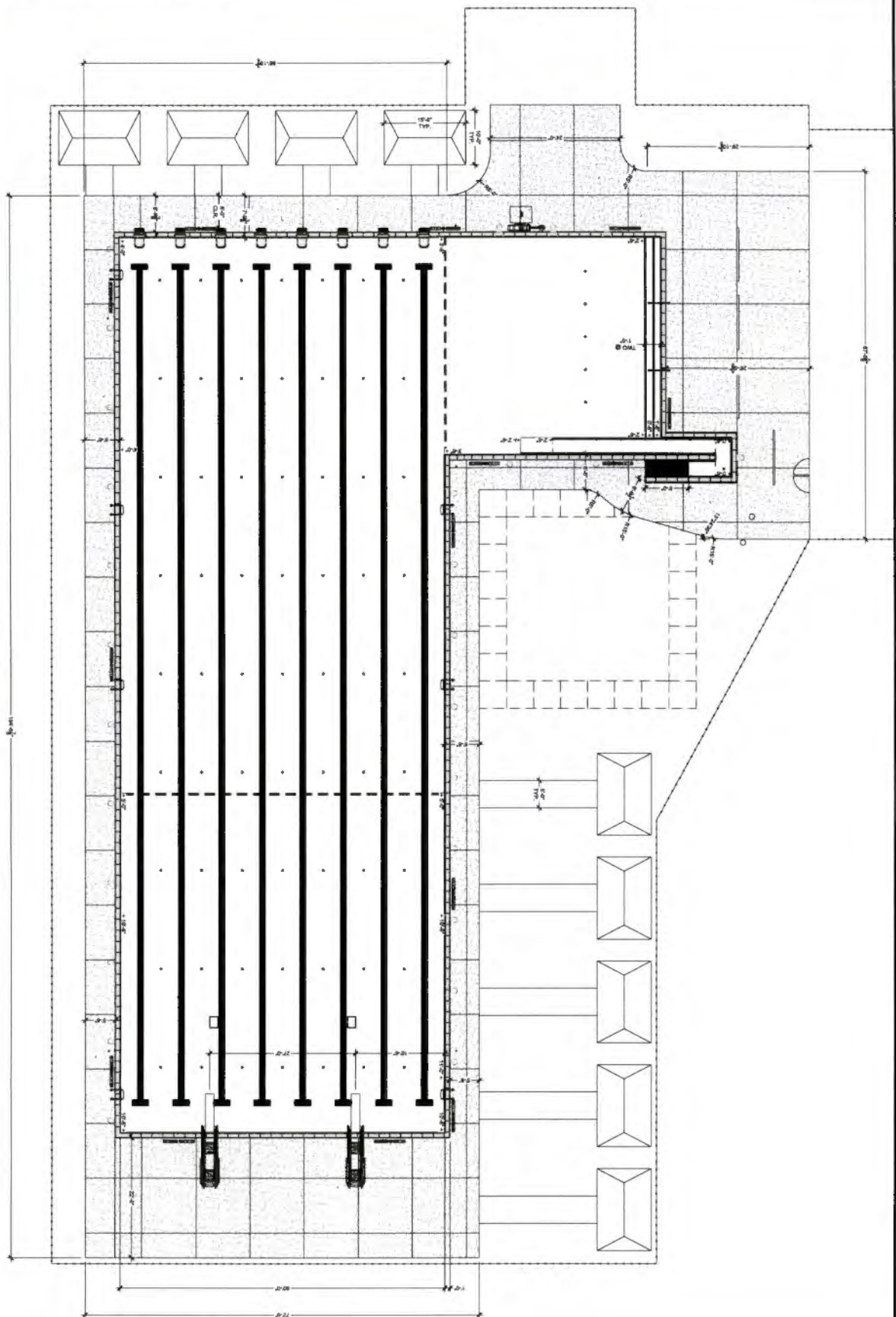
CITY OF HARLINGEN
VICTOR PARK POOL
1601 S. M ST.
HARLINGEN, TEXAS 79550
PROPOSED SITE PLAN

REVISION	DATE	REMARKS

ISSUED FOR:
DESIGN REVIEW
NOT FOR
CONSTRUCTION

PROJECT NO. 22070
SHEET NO. SP.0.4

1 POOL DIMENSION PLAN
SCALE: 1/8" = 1'-0"



SP1.0 Proposed Pool Dimension Plan.dwg

Sp1.0
SHEET NO. 22070

DESIGN REVIEW
NOT FOR
CONSTRUCTION

REVISIONS		
NO.	DATE	REMARKS

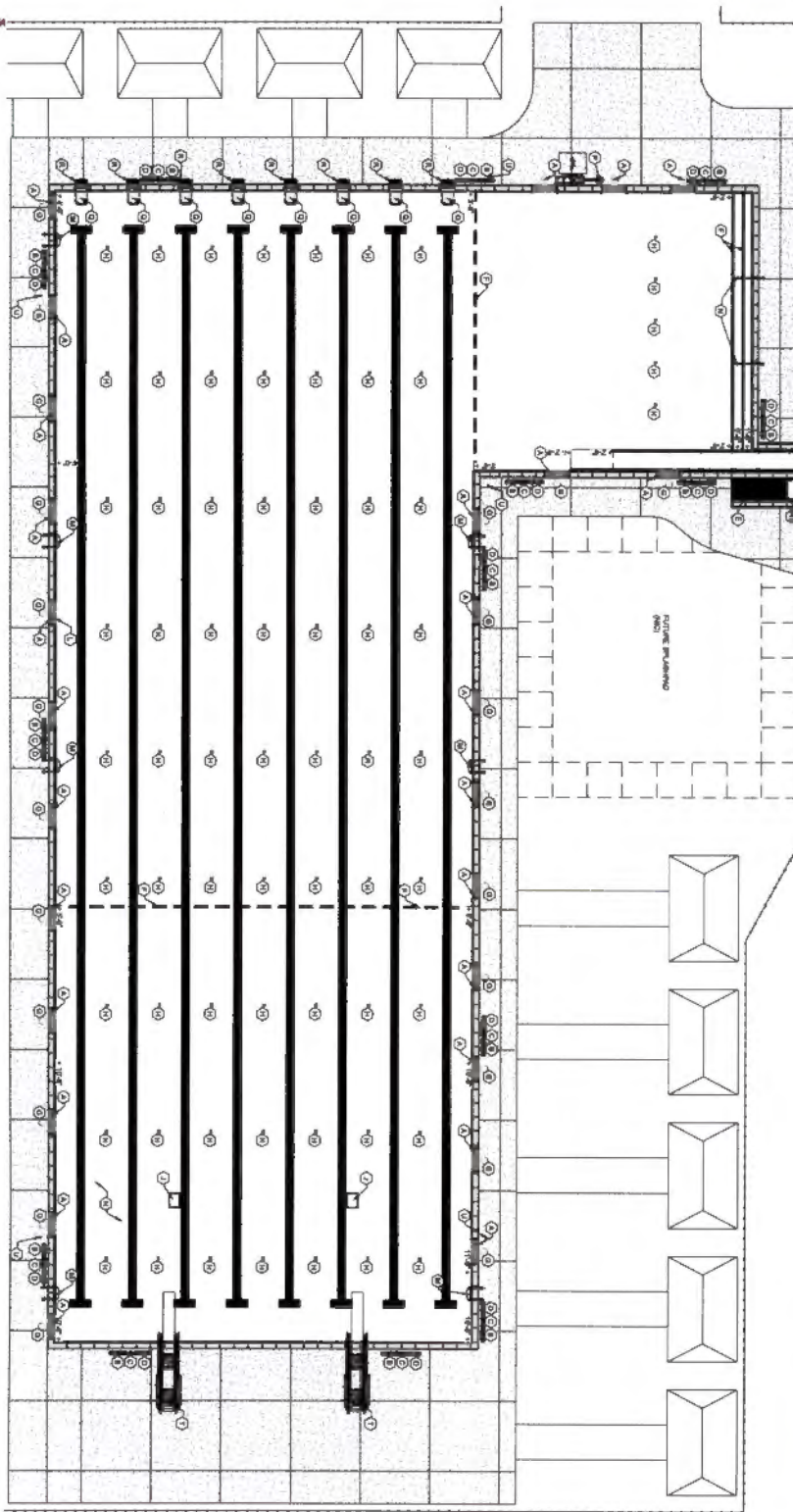
CITY OF HARLINGEN
VICTOR PARK POOL
1601 S. M ST.
HARLINGEN, TEXAS 78550
PROPOSED POOL DIMENSION PLAN



DESIGNED BY: TRAVIS A. BRANNON
DATE: 12/13/2019



1 POOL EQUIPMENT PLAN
SCALE: 1/8" = 1'-0"



EQUIPMENT SCHEDULE			
REV	DESCRIPTION	MODEL NUMBER	NOTES
1	MAIN DECK	CONCRETE	CONCRETE TO FINISH AND INSTALL 1/2" REINFORCING BARS AT 18" ON CENTER.
2	POOL DECK	CONCRETE	CONCRETE TO FINISH AND INSTALL 1/2" REINFORCING BARS AT 18" ON CENTER.
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25	POOL DECK	CONCRETE	CONCRETE TO FINISH AND INSTALL 1/2" REINFORCING BARS AT 18" ON CENTER.

REV	DESCRIPTION	MODEL NUMBER	NOTES
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12	POOL DECK	CONCRETE	CONCRETE TO FINISH AND INSTALL 1/2" REINFORCING BARS AT 18" ON CENTER.
13	POOL DECK	CONCRETE	CONCRETE TO FINISH AND INSTALL 1/2" REINFORCING BARS AT 18" ON CENTER.
14	POOL DECK	CONCRETE	CONCRETE TO FINISH AND INSTALL 1/2" REINFORCING BARS AT 18" ON CENTER.
15	POOL DECK	CONCRETE	CONCRETE TO FINISH AND INSTALL 1/2" REINFORCING BARS AT 18" ON CENTER.
16	POOL DECK	CONCRETE	CONCRETE TO FINISH AND INSTALL 1/2" REINFORCING BARS AT 18" ON CENTER.
17	POOL DECK	CONCRETE	CONCRETE TO FINISH AND INSTALL 1/2" REINFORCING BARS AT 18" ON CENTER.
18	POOL DECK	CONCRETE	CONCRETE TO FINISH AND INSTALL 1/2" REINFORCING BARS AT 18" ON CENTER.
19	POOL DECK	CONCRETE	CONCRETE TO FINISH AND INSTALL 1/2" REINFORCING BARS AT 18" ON CENTER.
20	POOL DECK	CONCRETE	CONCRETE TO FINISH AND INSTALL 1/2" REINFORCING BARS AT 18" ON CENTER.
21	POOL DECK	CONCRETE	CONCRETE TO FINISH AND INSTALL 1/2" REINFORCING BARS AT 18" ON CENTER.
22	POOL DECK	CONCRETE	CONCRETE TO FINISH AND INSTALL 1/2" REINFORCING BARS AT 18" ON CENTER.
23	POOL DECK	CONCRETE	CONCRETE TO FINISH AND INSTALL 1/2" REINFORCING BARS AT 18" ON CENTER.
24	POOL DECK	CONCRETE	CONCRETE TO FINISH AND INSTALL 1/2" REINFORCING BARS AT 18" ON CENTER.
25	POOL DECK	CONCRETE	CONCRETE TO FINISH AND INSTALL 1/2" REINFORCING BARS AT 18" ON CENTER.

SP1.1 Pool Equipment Plan

PROJECT NO. 22870

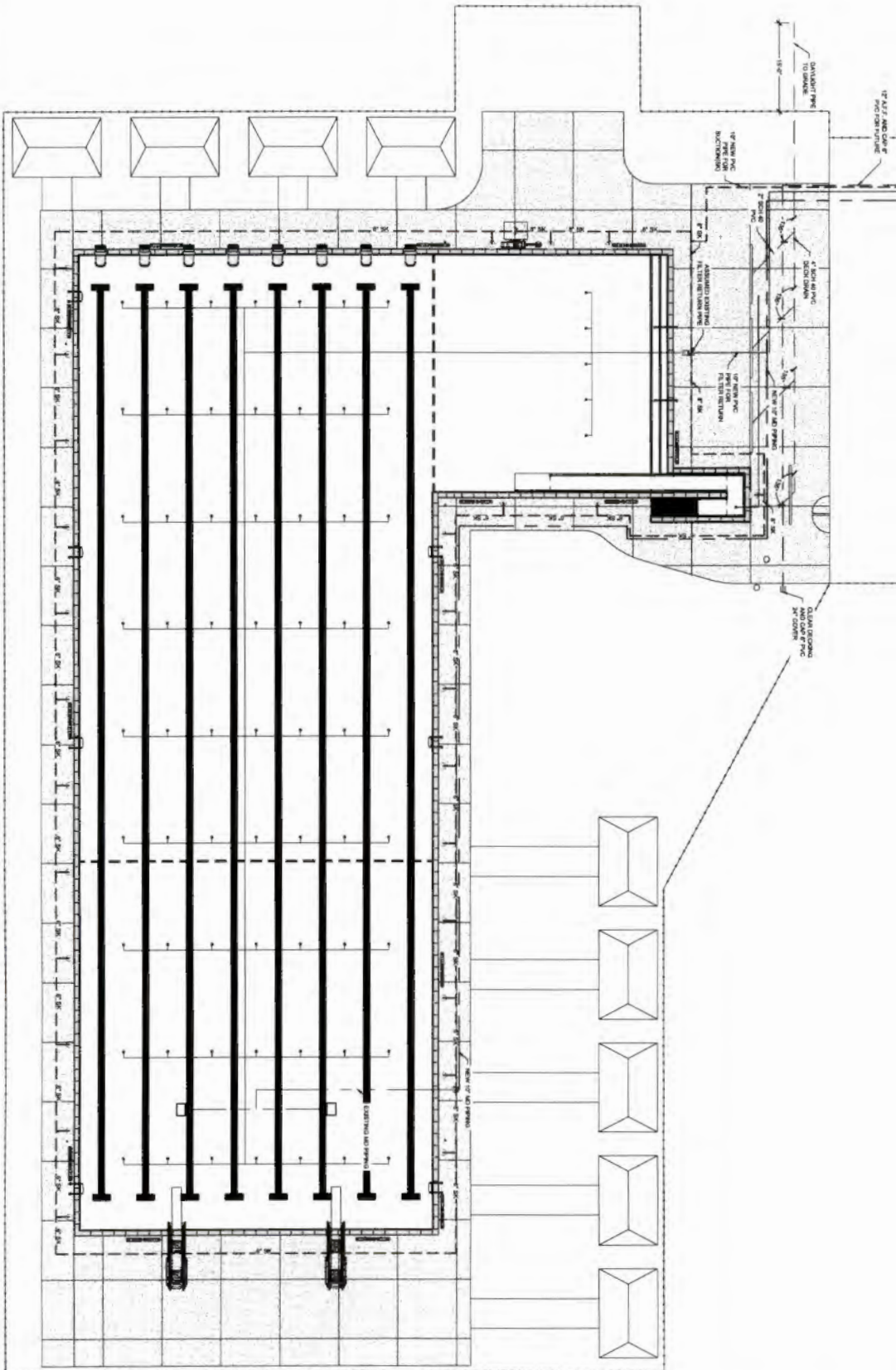
SHEET NO. SP1.1

REV	DATE	REMARKS
1		
2		
3		
4		
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CITY OF HARLINGEN
VICTOR PARK POOL
1801 S. M ST.
HARLINGEN, TEXAS 78550
POOL EQUIPMENT PLAN



1
PROPOSED POOL PLUMBING PLAN
SCALE: 1/8" = 1'-0"



SP2.0 Proposed Pool Plumbing Plan.dwg

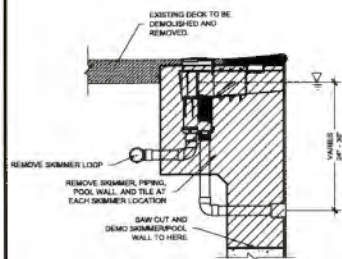
PROJECT NO. 22070
SHEET NO. SP2.0

DESIGN REVIEW
NOT FOR
CONSTRUCTION

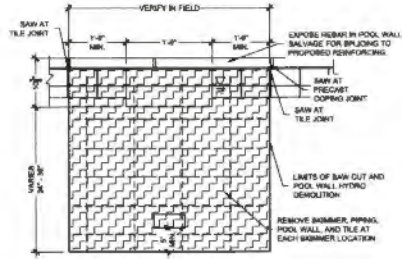
NO.	DATE	REVISIONS
1		REMARKS

CITY OF HARLINGEN
VICTOR PARK POOL
1601 S. M ST.
HARLINGEN, TEXAS 78550
PROPOSED POOL PLUMBING PLAN

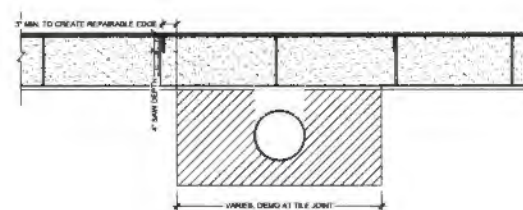




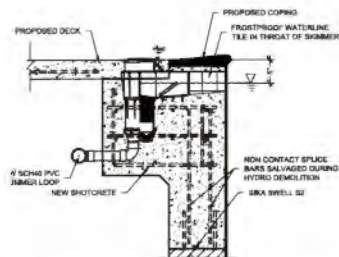
1 EXISTING SKIMMER DEMO SECTION
SCALE: 1" = 1'-0"



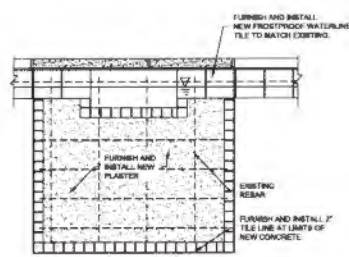
2 EXISTING SKIMMER DEMO DETAIL
SCALE: 1" = 1'-0"



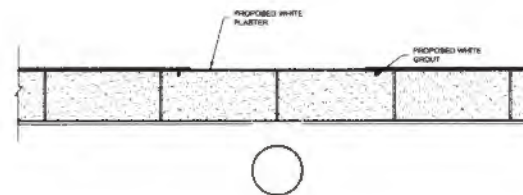
3 PROPOSED SKIMMER-PLAN VIEW
SCALE: 1" = 1'-0"



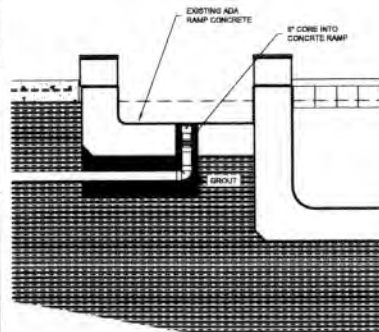
4 PROPOSED SKIMMER SECTION
SCALE: 1" = 1'-0"



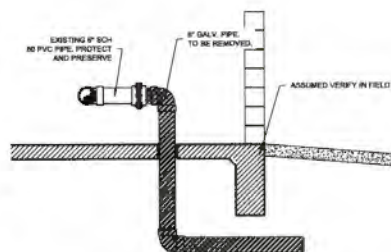
5 PROPOSED SKIMMER ELEVATION
SCALE: 1" = 1'-0"



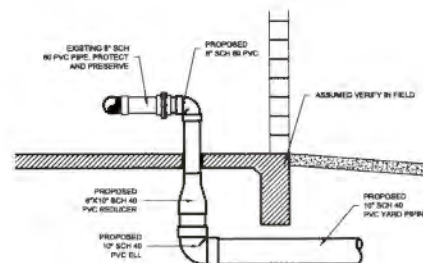
6 PROPOSED SKIMMER-PLAN VIEW
SCALE: 1" = 1'-0"



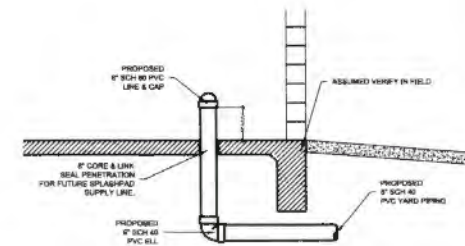
7 FLOOR INLET AT ADA RAMP
SCALE: 3/4" = 1'-0"



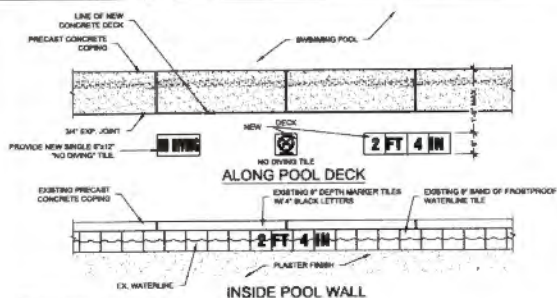
8 EXISTING MECH ROOM PIPING
SCALE: NTS



9 PROPOSED MECH ROOM PIPING
SCALE: NTS



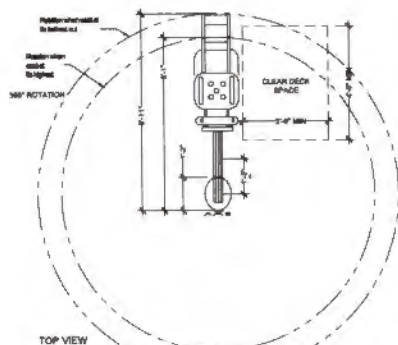
10 PROPOSED MECH ROOM PIPING
SCALE: NTS



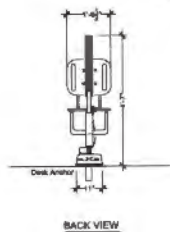
- GENERAL NOTES - TILE MARKINGS**
- REFER PLAN SHEET FOR DEPTHS
 - EACH DEPTH MARKER SHALL BE FOUR FEET AND INCHES (EXCEPTION: TILE MARKINGS AT EVEN FOOT INCREMENTS - SUCH AS 2'-0\"/>

1 DEPTH MARKER DETAILS

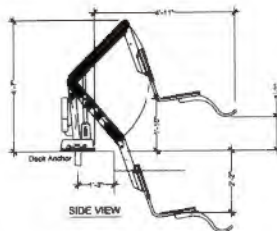
SCALE: 3/4\"/>



TOP VIEW



BACK VIEW



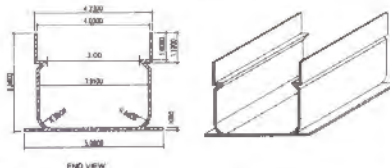
SIDE VIEW

2 ADA LIFT CHAIR

SCALE: 1/2\"/>

DECK TRENCH DRAIN 4\"/>

STRAIGHT AND RADIUS (DOWN TO 4 FEET)



END VIEW

DECK DRAIN BASE

GUIDE SPECIFICATIONS

4\"/>

As manufactured by Lawson Aquatics (500)897-6180
COLOR: WHITE

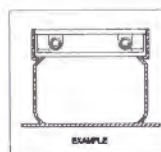
DECK DRAIN GRATE

4'-0\"/>

Manufacture, submittal and install of PVC 12\"/>

As manufactured by Lawson Aquatics (800)897-6180
COLORS: WHITE, BONE, TAU, GREY, AND BLACK

As shown, manufacturer's suggested use of Lawson Aquatics' 12\"/>



EXAMPLE

REAR

TOP

FRONT

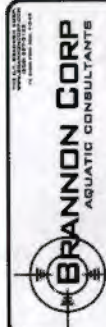
END

REVISED
DRAWING CODE DTD-04-SR

3 DECK DRAIN DETAIL

SCALE: 1\"/>

DESIGNED BY TABLING
ISSUE DATE: 6.15.2022



CITY OF HARLINGEN
VICTOR PARK POOL
1801 S. M ST.
HARLINGEN, TEXAS 78550
POOL DETAILS

NO.	DATE	REVISION
1		

ISSUED FOR:
DESIGN REVIEW
NOT FOR
CONSTRUCTION

PROJECT NO. 22070

SHEET NO.

SP4.0

AGENDA ITEM EXECUTIVE SUMMARY

Meeting Date: **March 18th, 2026**

Agenda Item:

Consideration and possible action to authorize the City Manager to award Bid No. 2026-03 for a Supply Contract – Materials for the Street Improvement Project 2026.

Prepared By: Roberto Hernandez, PE, CFM, MS

Title: City Engineer

Signature: *Roberto Hernandez*

Brief Summary:

The City of Harlingen advertised **Bid No. 2026-03** for a supply contract to provide construction materials required for the **Street Improvement Project 2026**, which consists of pavement improvements on streets previously approved under the City's street improvement program.

The purpose of this contract is to secure material pricing and availability necessary to support paving operations and related street reconstruction activities. The materials will be used by the City to complete roadway improvements, including base preparation, asphalt paving, and pavement reinforcement.

The bid includes the following material items:

1. Hot Mix Asphalt Type D – 25,600 Tons
Vendor: Upper Valley Materials dba CAPA – \$1,907,200.00
2. Flexible Base Type A – 12,800 Tons
Vendor: Vulcan Materials Company – \$486,400.00
3. Geogrid Baselok – 109 Rolls
Vendor: Aguaworks Pipe & Supply – \$70,7355.14

Bids were received and reviewed by City staff for completeness and compliance with the bid specifications. The itemized bid tabulation is attached for reference.

Approval of this item will authorize the City Manager to award the supply contract for Bid No. 2026-03 and allow the City to procure the materials necessary to proceed with the Street Improvement Project 2026.

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:

General Fund

Finance Director's approval:

☐ Yes ☐ No ☐ N/A

Staff Recommendation:

Staff recommends approval.

City Manager's approval:

llh

☒ Yes

☐ No

☐ N/A

Comments:

City Attorney's approval:

W. May

☐ Yes

☐ No

☐ N/A

Date: Feb. 24, 2026

Bid No. 2026-03 Supply Contract - Materials for Street Improvement

Deadline: 2:00 pm Bid Opening: 3:00 pm	HUB (Y/N)	Respond (Y/N)	CIQ Form (Y/N)	Addendum (Y/N)	BID ITEMS	Est. Qty	UOM	Unit Price	BID AMOUNT P/U at Location
Aguaworks Pipe & Supply	NO	YES	YES	YES	1 Hot Mix Asphalt Type D	25,600	Ton		\$ -
					2 Flex Base Type A	12,800	Ton		\$ -
					3 Emulsified Asphalt SS1	26,200	GL		\$ -
					4 Geogrid Tensar	78	Roll		\$ -
					5 Geogrid ADS	78	Roll	\$ 335.56	\$ 26,173.68
					6 Geogrid Baselok	109	Roll	\$ 645.46	\$ 70,355.14
					Alternate Items			Delivered to Harlingen	
					7 Hot Mix Asphalt Type D	25,600	Ton		\$ -
					8 Flex Base Type A	12,800	Ton		\$ -
					9 Emulsified Asphalt SS1	26,200	GL		\$ -
					10 Geogrid Tensar	78	Roll		\$ -
					11 Geogrid ADS	78	Roll	\$ 335.56	\$ 26,173.68
					12 Geogrid Baselok	109	Roll	\$ 645.46	\$ 70,355.14
Ferguson Waterworks	NO	YES	YES	YES	1 Hot Mix Asphalt Type D	25,600	Ton		\$ -
					2 Flex Base Type A	12,800	Ton		\$ -
					3 Emulsified Asphalt SS1	26,200	Gallon		\$ -
					4 Geogrid Tensar	78	Roll	\$ 1,449.35	\$ 113,049.30
					5 Geogrid ADS	78	Roll	\$ 330.44	\$ 25,774.32
					6 Geogrid Baselok	109	Roll		\$ -
					Alternate Items			Delivered to Harlingen	
					7 Hot Mix Asphalt Type D	25,600	Ton		\$ -
					8 Flex Base Type A	12,800	Ton		\$ -
					9 Emulsified Asphalt SS1	26,200	Gallon		\$ -
					10 Geogrid Tensar	78	Roll	\$ 1,449.35	\$ 113,049.30
					11 Geogrid ADS	78	Roll	\$ 330.44	\$ 25,774.32
					12 Geogrid Baselok	109	Roll		\$ -
Materiales Las Fronteras / Frontera Materials	NO	YES	YES	YES	1 Hot Mix Asphalt Type D	25,600	Ton	\$ 78.50	\$ 2,009,600.00
					2 Flex Base Type A	12,800	Ton	\$ 42.00	\$ 537,600.00
					3 Emulsified Asphalt SS1	26,200	Gallon		\$ -
					4 Geogrid Tensar	78	Roll		\$ -
					5 Geogrid ADS	78	Roll		\$ -
					6 Geogrid Baselok	109	Roll		\$ -
					Alternate Items			Delivered to Harlingen	
					7 Hot Mix Asphalt Type D	25,600	Ton	\$ 88.25	\$ 2,259,200.00
					8 Flex Base Type A	12,800	Ton	\$ 51.75	\$ 662,400.00
					9 Emulsified Asphalt SS1	26,200	Gallon		\$ -
					10 Geogrid Tensar	78	Roll		\$ -
					11 Geogrid ADS	78	Roll		\$ -
					12 Geogrid Baselok	109	Roll		\$ -
Upper Valley Materials dba CAPA	NO				1 Hot Mix Asphalt Type D	25,600	Ton	\$ 74.50	\$ 1,907,200.00
					2 Flex Base Type A	12,800	Ton	\$ 10.00	\$ 128,000.00
					3 Emulsified Asphalt SS1	26,200	Gallon		\$ -
					4 Geogrid Tensar	78	Roll		\$ -
					5 Geogrid ADS	78	Roll		\$ -
					6 Geogrid Baselok	109	Roll		\$ -
					Alternate Items			Delivered to Harlingen	
					7 Hot Mix Asphalt Type D	25,600	Ton		\$ -
					8 Flex Base Type A	12,800	Ton		\$ -
					9 Emulsified Asphalt SS1	26,200	Gallon		\$ -
					10 Geogrid Tensar	78	Roll		\$ -
					11 Geogrid ADS	78	Roll		\$ -
					12 Geogrid Baselok	109	Roll		\$ -

