

**CITY COMMISSION
AGENDA
REGULAR MEETING
OCTOBER 18, 2023
@ 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, OCTOBER 18, 2023 at 5:30 P.M.** at City Hall, Town Hall Meeting Room, 118 E. Tyler Avenue, Harlingen, Texas and provide the public the ability to view the meeting via internet live streaming at www.harlingentx.gov and the City of Harlingen YouTube Page.

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

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

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

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

[PLEASE SUBMIT WRITTEN COMMENTS BEFORE 3:00 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.

Call Meeting to Order

Invocation - Commissioner Frank Morales

Pledge of Allegiance/Welcome

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 the time? **(City Attorney)**

1) Presentation of Proclamations and Recognition Award

- a) Proclaiming Maria Vallejo Lerma 100th Birthday
- b) Proclaiming October 18, 2023 as "RGV Hispanic Genealogical Society"
- c) Proclaiming the Month of October, 2023 as "Down Syndrome Awareness Month"
- d) Proclaiming the Month of October, 2023 as "Manufacturing Month"
- e) Proclaiming the Month of October, 2023 as "Cancer Awareness Month"
- f) Mayor's Business of the Month Recognition Award- Beautify Spa and Salon

Citizen Communication/Input

2) Approval of Minutes

- a) Special Meeting of March 2, 2023
- b) Joint Special Meeting of July 26, 2023
- c) Special Meeting of August 10, 2023
- d) Special Meeting of August 14, 2023

3) Consent Agenda

- a) Consideration and possible action to adopt an ordinance on second and final reading amending Ordinance No.18-28 establishing updated fines and fees charged by the City of Harlingen Public Library. Attachment **(Library)**
- b) Consideration and possible action to adopt an ordinance on second and final reading amending Chapter 26, Article II, Lon C. Hill Library. Attachment **(Library)**
- c) Consideration and possible action to approve a request from Calvary Christian School requesting to close Williamson Avenue from the stop sign at the corner of Williamson (where it meets 7th Street) going west to the end of the Calvary Christian School Parking Lot, Saturday, October 21, 2023 from 5:00 p.m. to 9:00 p.m. for their Annual Fall Festival. Attachment **(Police)**
- d) Consideration and possible action to adopt an ordinance on second and final reading for a rezoning request from Not-Designated (N) District to Residential, Multi-Family (M-2) District for 19.94 acres of land out of Block 28, Petersburg Syndicate Subdivision, located along the west side of Brazil Road, approximately 1,668 feet north of Spur 54. Applicant: Moore Land Surveying, LLC c/o LS Contractors, LLC. Attachment **(Planning & Development)**
- e) Consideration and possible action to approve an ordinance on second and final reading to abandon and vacate a 15-foot utility easement being a 0.167 acre tract of land out of Lots 10 and 11, Block 1, Madero Subdivision, and consideration and possible action to approve an alternative utility easement being a 0.13 acre tract of land out of Lot 10, Block 1, Madero Subdivision, located on the east side of Dilworth Road approximately 1,130 feet South of Business 83. Applicant: Esteban Ortiz. Attachment **(Planning & Development)**

- f) Consideration and possible action to adopt an ordinance on second and final reading amending the City of Harlingen Comprehensive Plan, One Vision, One Harlingen, Chapter 2, Figure 2.1, Thoroughfare Plan, by removing the proposed extension of Hancock Drive as a major collector road South of Primera Road to Wilson Road. Applicant: City of Harlingen. Attachment **(Planning & Development)**
- g) Consideration and possible action to adopt an ordinance on second and final reading amending the Code of Ordinances Chapter 111, Zoning, Article I, Section 111-1, Definitions, by adding a definition for a solar farm, and Article III, Section 111-62, Use Chart, by establishing a category for a solar farm in the use chart; providing for publication and ordaining other matters related to the foregoing. Applicant: City of Harlingen. Attachment **(Planning & Development)**
- h) Consideration and possible action to approve a request from Cindy Lerma, to close West Liberty Street from South Dakota Street to the alleyway behind the property at 1102 South Dakota, Saturday, October 28, 2023 from 5:00 p.m. to 11:59 p.m. for her father's 82nd Birthday Celebration Event. Attachment **(Police)**
- i) Consideration and possible action to authorize the City Manager to accept FY 24 STEP CMV Grant Funding of \$12,000 from the Texas Department of Transportation (TXDOT) CMV Program. TXDOT Funds \$12,000 / Matching funds \$3,017.77. Total Funds for 2023-2024 Grant \$15,017.77. Attachment **(Police)**.
- j) Consideration and possible action to authorize the City Manager, to accept FY24 STEP COMP Grant Funding of \$36,000.00 from the Texas Department of Transportation (TXDOT) Comprehensive Program. TXDOT Funds \$36,000.00 / Matching Funds \$9,041.51. Total Funds for 2023-2024 Grant: \$45,041.51. Attachment **(Police)**.
- k) Consideration and possible action to approve the Facility Use Agreement between the City of Harlingen and Arroyo Youth Soccer Club, Inc. for the use of the Harlingen Soccer Complex 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 Cardinals Youth Sports League for use of the fields at Vestal Park and authorize the City Manager to execute the agreement. Attachment **(Parks & Recreation)**
- m) Consideration and possible action to approve a Facility Use Agreement between the City of Harlingen and the Harlingen National Bronco League for the use of the baseball fields at the Tom Wilson Youth Sports Park. Attachment **(Parks & Recreation)**
- n) Consideration and possible action to approve a Facility Use Agreement between the City of Harlingen and the Harlingen National Bronco League for the use of the softball fields at the Arroyo Park Complex and authorize the City Manager to execute the agreement. Attachment **(Parks & Recreation)**
- o) 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 the fields at Victor Park and authorize the City Manager to execute the agreement. Attachment **(Parks & Recreation)**
- p) Consideration and possible action to approve a Facility Use Agreement between the City of Harlingen and Harlingen Adult Soccer League for the use of two fields at the Harlingen Soccer Complex and authorize the City Manager to execute the agreement. Attachment **(Parks & Recreation)**
- q) Consideration and possible action to approve the installation of speed humps in the following locations: **(This item was requested by Mayor Pro-Tem Rene Perez and Commissioner**

Frank Morales)

1. 1200 Block W. "J" Street
 2. Ivory Circle between Purple Ln and Violet Ln.
- r) Consideration and possible action to approve an ordinance on second and final reading, amending the Harlingen City Code of Ordinances, Chapter 42, Hotel Occupancy Tax requiring registration and payment of Hotel Occupancy Tax by Short Term Rentals, prohibiting discrimination, providing for a penalty for violation of same, and other matters related to the forgoing. Attachment (**City Attorney**)

NEW BUSINESS

- 4) Public hearing to consider adopting an ordinance on first reading for a rezoning request from Residential, Single-Family (R-1) District to Residential, Duplex (R-2) District for a property located at 718 North "C" Street, bearing a legal description of Lot 2, Block 1, Shaw Addition. Applicant: Mario and Norma Linan Attachment (**Planning & Development**)
- a) Public Hearing
 - b) Consideration and possible action to approve an ordinance on first reading for a rezoning request from Residential, Single-Family (R-1) District to Residential, Duplex (R-2) District for a property located at 718 North "C" Street, bearing a legal description of Lot 2, Block 1, Shaw Addition.
- 5) Public hearing and possible action to adopt an ordinance on first reading amending the City of Harlingen Code of Ordinances, Chapter 38, Solid Waste, Article1, Section 38-1, Definitions, by clarifying the definition of a residence, and Article 11, Section 38-36, Maintenance of Receptacles; coverings required, by clarifying the maintenance of garbage receptacles, and clarifying the land uses that require garbage receptacle enclosures. Applicant: City of Harlingen Attachment (**Planning & Development**)
- a) Public Hearing
 - b) Consideration and possible action to approve an ordinance on first reading amending the City of Harlingen Code of Ordinances Chapter 38, Solid Waste, Article1, Section 38-1, Definitions, by clarifying the definition of a residence, and Article 11, Section 38-36, Maintenance of Receptacles; coverings required, by clarifying the maintenance of garbage receptacles, and clarifying the land uses that require garbage receptacle enclosures.
- 6) Public hearing and possible action to adopt an ordinance on first reading amending the City of Harlingen Code of Ordinances, Chapter 109, Subdivisions, adding Section 109-193, Park Land Dedication as a condition of subdivision plat approval for a property inside the city limits or within the extraterritorial jurisdiction to be used for residential and multi-family uses; providing for park zones, providing for payments in lieu of land dedication under certain circumstances; providing for refunds under certain circumstances. Applicant: City of Harlingen . Attachment (**Planning & Development**)
- a) Public Hearing
 - b) Consideration and possible action to approve an ordinance on first reading amending the City of Harlingen Code of Ordinances Chapter 109, Subdivisions, adding Section 109-193, Park Land Dedication as a condition of subdivision plat approval for a property inside the city limits or within the extraterritorial jurisdiction to be used for residential and multi-family uses; Providing for park zones, providing for payments in lieu of land dedication under certain circumstances; providing for refunds under certain circumstances.

- 7) Public hearing and possible action to adopt an ordinance on first reading amending the City of Harlingen Code of Ordinances, Chapter 111, Zoning, Article V, Section 111-119 Yard Setback Regulations, by establishing a section which allows a special exception to be granted to the minimum setback requirements for carports. Applicant: City of Harlingen. Attachment **(Planning & Development)**
 - a) Public Hearing
 - b) Consideration and possible action to approve an ordinance on first reading amending the City of Harlingen Code of Ordinances Chapter 111, Zoning, Article V, Section 111-119 Yard Setback Regulations, by establishing a section which allows a special exception to be granted to the minimum setback requirements for carports.
- 8) Consideration and possible action to approve the preliminary construction plans and final plat with conditions for the proposed Garrett Acres Subdivision, bearing a legal description of 15.54 acres of land out of Block 36, Stuart Place Subdivision Survey 298, located at the northwest corner of Doan and Garrett Roads. Applicant: Moore Land Surveying LLC c/o Marin-Zarate Development LLC. Attachment **(Planning & Development)**
- 9) Consideration and possible action to approve the preliminary construction plans and final plat with conditions of the proposed Tres Caminos Subdivision, bearing a legal description of 19.28 acres of land out of Blocks 11, 12, 13, and 14, Survey 295, Stuart Place Subdivision, located at the southeast corner of Doan Road and Mayfield Drive. Applicant: Moore Land Surveying, LLC c/o Alan Johnson. Attachment **(Planning & Development)**
- 10) Consideration and possible action to approve the Facility Use Agreement between the City of Harlingen and Rio Valley Amateur-Adult Soccer Association for the use of the soccer fields at Vestal Park and authorize the City Manager to execute the agreement. Attachment **(Parks & Recreation)**
- 11) Consideration and possible action to approve a facility use agreement between the City of Harlingen and Harlingen Texas Bronco Baseball League for the use of the baseball complex at Victor Park and authorize the City Manager to execute the agreement. Attachment **(Parks & Recreation)**
- 12) Consideration and possible action to approve a Facility Use Agreement between the City of Harlingen and the TYFA Wolfpack for use of a field at the Wilson Sports Complex and authorize the City Manager to execute the agreement. Attachment **(Parks & Recreation)**
- 13) Consideration and possible to approve a contract with Elizabeth Rose Flores to provide water aerobics classes at Pendleton Park Pool and authorize the City Manager to execute the agreement. Attachment **(Parks & Recreation)**
- 14) Consideration and possible action to approve a contract with John M. Tucker, Harlingen Aquatics Team to use Pendleton and Victor Park Pools to operate a youth swim program and authorize the City Manager to execute the agreement. Attachment **(Parks & Recreation)**
- 15) Consideration and possible action to authorize the City Manager to award a construction contract with Go Underground, LLC for the Pickens & Davis Stormwater System Improvements (System 23) which was designed by Civil Systems Engineering, Inc (CSE) under RFQ 2021-14 for the City of Harlingen American Rescue Plan Act (ARPA). Attachment **(Engineering Dept.)**
- 16) Consideration and possible action to authorize the City Manager to reject all bids for the Lozano Detention Pond Phase 1 Improvements designed by Haff Associates under RFQ 2021-14 for the City of Harlingen American Rescue Plan Act (ARPA). Attachment **(Engineering Dept.)**
- 17) Consideration and possible action to approve an ordinance on first reading amending the Harlingen Code of Ordinances, Chapter 18, Master Fee Schedule, Exhibit "A", establishing new float entry rates for the Annual Christmas Parade. Attachment **(DID)**

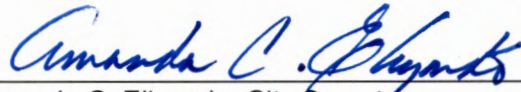
- 18) Consideration and possible action to approve an ordinance on first reading amending the Harlingen Code of Ordinances, Chapter 18, Master Fee Schedule, for Youth on the Course Fees and authorizing the City Manager to execute a contract with Youth on Course. Attachment (**Golf-Jeff Hart**)
- 19) Consideration and possible action to execute a contract between Valley Initiative for Development and Advancement (VIDA), and the Harlingen Economic Development Corporation. Attachment (**HEDC**)
- 20) Consideration and possible action to approve a contract between Insyteful and the Harlingen Economic Development Corporation to conduct and prepare a target Industry Analysis for the Harlingen Economic Development Corporation. Attachment (**HEDC**)
- 21) Consideration and possible action to amend the Fiscal Year 2023-2024 Budget and authorize the City Manager to obtain three (3) new residential solid waste operators, from the Sanitation Enterprise Fund. Attachment (**Public Works**)
- 22) Consideration and possible action to approve an ordinance on first reading amending the Code of Ordinances, Article II, Division 2, Section 6-56 to provide for appointments and composition of Animal Shelter Advisory Board. Attachment (**City Attorney**)
- 23) Consideration and possible action to cancel the Harlingen City Commission Meeting of November 15, 2023. (**City Manager**)
- 24) Board Appointments
Specifically, appointment or discussion and possible action to include appointment and/or removal of any position subject to appointment or removal by statute, ordinance, or bylaws.
Airport
Animal Shelter Advisory Committee
Audit Committee (Terms expire in June)
Civil Service Commission
Community Development Advisory Board (2)
Construction Board of Adjustments (5)
Convention & Visitors Bureau
Development Corporation of Harlingen, Inc.
Downtown Improvement Board
Golf Course Advisory Board
Harlingen Community Improvement Board
Harlingen Housing Authority Board
Harlingen Finance Corporation (5)
Harlingen Teen and Young Adult Advisory Board (2)
Healthy Harlingen Advisory Board
Keep Harlingen Beautiful Board
Library Advisory Board
Mayor Wellness Council
Museum Advisory Board
Parks Advisory Board
Planning & Zoning Advisory Board (1)
Senior Citizens Advisory Board (1)
Small Business Committee
Tax Increment Finance Board
Utility Board of Trustees
Veterans Advisory Board (1)
Zoning Board of Adjustment (2)
- 25) **Executive/Closed Session** - pursuant to Government Code Section 551.071-attorney consultation; Section 551.072-deliberation regarding real estate; and Section 551.087- Economic Development

relating to project Spur (**HEDC**)

- 26) **Executive/Closed Session** - Consultation with City Attorney pursuant to Tex.Govt.Code Section 551.07 (1) regarding reasonably anticipated litigation. (**City Attorney**)
- 27) **General Session** - Discussion and action to approve possible settlement agreement with Routeware, Inc., regarding disputed contract claims. (**City Attorney**)
- 28) Adjournment

I, the undersigned authority, do hereby certify that the above Notice of the Regular Meeting of the Harlingen City Commission is a true and correct copy of said notice posted on the bulletin board at City Hall of said City of Harlingen, Texas in a place convenient and readily accessible to the general public at all times and on the City's Internet Website and said Notice was posted on **FRIDAY, OCTOBER 13, 2023** at or before 4:30 a.m. (p.m.) and remained so posted for at least 72 hours preceding the time of said meeting.

Dated this 13th day of OCTOBER, 2023



Amanda C. Elizondo, City Secretary

SPECIAL MEETING

CITY COMMISSION

HARLINGEN, TEXAS

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

Mayor and Commissioners

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

City Staff

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

Call Meeting to Order

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

Conflict of Interest

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

Mayor Norma Sepulveda – None
Mayor Pro-Tem Perez – None
Commissioner Ford Kinsley – None
Commissioner Daniel N. Lopez – none
Commissioner Michael Mezmar - None
Commissioner Frank Morales – None

Citizen Communication/Input

- Desi Martinez – 1806 Haverford Blvd. Harlingen, TX - Maintenance of drainage/Infrastructure for the 2023 Hurricane Season
- Ron Lozano – 2410 Riverside Dr., Harlingen, TX – Govt. Code 551

1) Consent Agenda

- a) Second and final reading amending Ordinance No. 2022-23, changing the beginning age limit for members from 18-23 to 16-23 years for the Harlingen Teen and Young Adult Advisory Board.

Discussion was held regarding the age of the Harlingen Teen and Young Adult Advisory Board members. Students younger than 16 may need help fully participating in the process or understanding their goals. It is recommended to keep the age at 16 for the members to fully participate and contribute the best recommendations to the City Commission.

- b) Consideration and possible action to approve an ordinance on second and final reading to renew the Harlingen Juvenile Curfew Ordinance, restricting the hours for juveniles seventeen (17) years of age and younger inside the City Limits of Harlingen.

ORDINANCE NO. 2023 – 23

AN ORDINANCE AMENDING ORDINANCE NUMBER 2022-23, ESTABLISHING A NEW MINIMUM AGE FOR THE HARLINGEN TEEN AND YOUNG ADULT ADVISORY BOARD FROM 18 YEARS OF AGE TO 16 YEARS OF AGE AND PROVIDING FOR OTHER MATTERS RELATED TO THE FORGOING

FINALLY ENACTED THIS 2nd day of March 2023 at a Special Meeting of the Elective Commission of the City of Harlingen, Texas at which a quorum was present, and which was held in accordance with TX. GOVERNMENT CODE, TITLE 5, SUBTITLE A., CHAPTER 551.

ATTEST:

/s/Amanda C. Elizondo, City Secretary

City of Harlingen

/s/Mayor Norma Sepulveda

Motion was made by Mayor Pro-Tem Perez and seconded by Commissioner Lopez to approve the Consent Agenda Items 1 (a) and (b). Motion carried unanimously.

- 2) Presentation and possible action by Oscar Garcia, Public Works Director, on assessment of the Public Works Department to include future projects, purchases, and pending issues, such as alleys, streets, drainage, employee training, and any other improvements.

Mr. Oscar Garcia stated his first task was to meet with staff to identify concerns in the Sanitation Department, such as the garbage routes, to condense the current schedule into a four-day route hopefully, continue the two-day pickups a week, and to keep up with the growth.

Tanya Lugo, Public Works Administrative Manager, highlighted the following current needs of the Public Works Administration Department.

- . Average of 5,000 work orders annually,
- . Maintain fleet state inspections and titles,
- . Create requisitions and purchase orders for all departs that need repairs on their units,
- . An average of 110 calls per day, or 26,000 annually,
- . Centralized entering of all FPO's, Purchase Orders for Public Works,
- . Reconciliation of all Billing (Commercial, Residential, Roll-off, Brownsville Landfill and McAllen Recycling, and
- . Needs: One additional Administrative Assistant to assist with daily tasks and payroll)

Arnold Campos, Traffic Signals Division Supervisor, highlighted the traffic operations.

TRAFFIC SIGNALS INTERSECTIONS:

We provide maintenance to ninety traffic signal cabinets/intersections throughout the city. The Traffic Department generates an average of 40-50 monthly maintenance calls, handling various things such as preventive maintenance, trouble calls, grass/weed trimming of intersections, etc.

SCHOOL ZONE FLASHERS:

We provide maintenance to 88 school zone flashers, which cover twenty-three Harlingen Consolidated Independent Schools and five private/church schools. Work every year with these schools, preparing their yearly scheduled calendar that is downloaded/uploaded into each school flasher. All eighty-eight school zone flashers are solar-powered. We receive about five to eight monthly maintenance calls during the school year.

TRAFFIC STUDIES:

The traffic Operations Crew assists the Engineering Department with installing Metro Count Vehicle Classifier System (black tubes on the road); after gathering the data, we create reports for the Engineering Department to review and approve the installation of speed humps and stop signs.

Other Tasks – Overhead Flashing Beacons, Streetlights, and Banners.

Traffic Operations:

Vehicles

- 2007 F450 bucket truck (114,355 miles)
- 2019 F550 bucket truck (39,299 miles)
- 2013 F150 maintenance truck (88,282 miles)
- 2014 F150 supervisor truck (108,425 miles)

In need of a replacement bucket truck for \$165,000 and Technician to create a second crew for electrical work (cannot work alone).

Mr. Campos stated that the current 2007 bucket truck is often in the repair shop due to a breakage of the hydraulic line, which creates a liability when a technician is up in the air. It requires an emergency stop to have someone on-site to help him down. We can manage with what we have, but a new bucket truck and an additional technician are needed to operate the bucket trucks simultaneously. Bucket trucks require two technicians. Especially when dealing with electrical maintenance and repairs. One serves as a spotter. This is also something that OSHA requires in operating a public truck. The city is complying with OSHA; when needed, he will step into the field to assist the technician by himself.

Fleet Maintenance Operations

Maintenance of 478 Vehicles/Equipment

STAFF:

- Fleet Manager
- Lead Technician
- Two mechanics
- Tire & Lube Technician (position reclassified): five employees.
 - Tire Repair – yearly savings of approximately \$300,000 annually
 - State Inspections – final stages
 - Utilize purchasing's warehouse to stock additional materials, equipment, etc.
- Every job that can be done in-house will be done in-house.
- Needs: Two mechanics, a service writer, and one more tire lube technician

Street and Drainage

Linear Miles of Curb and Gutter:

- Lane Miles – 567.95
- Center Lane miles – 283.97
- Total inlets – 4,702

Sweepers

- Unit 659 (2020)
- Unit 689 (2021)
- Unit 721(2022)
- We need three additional sweepers to have one sweeper per district.

Vectors

- Unit 093 (2007) milage: 69,650
- Unit 626 (2019) milage: 27,654
- One vehicle is on order and awaiting arrival.

Pro Patchers

- Unit 115 (2007) milage: 142,960
- Unit 176 (2008) milage 147,093
- One vehicle is on order and awaiting arrival.

The Department commenced the widening of a drain ditch located on SH800, a.k.a Bass Blvd (District 5)

Sweepers (3)	\$866,365	Vac con Neptune Combo Trailer	\$183,000
Vactor (1)	\$497,768	*For maintenance of storm inlets and streets	

Total: \$1,547,133

Pro patcher (1)	\$293,250	
Tack Wagon	\$ 30,600	
Total:		\$ 479,100
F350 Flat Bed (2)	\$155,250	*For patching
Lowboy	\$118,455	
Backhoe Loader	\$142,833	
Dump Trucks (2) 18YD	\$320,000	
Total:		\$1,496,918
Excavator	\$357,779	
Dozer	\$197,851	
Front End Loader	\$360,000	
<u>GRAND TOTAL:</u>		<u>\$3,523,151</u>

Training

- American Public Works Association (APWA)
- Texas Municipal League
- City of Harlingen Finance Department
- Solid Waste Association of North America (SWANA)
- Texas Department of Emergency Management (TDEM)

FUEL STORAGE TANKS & PUMPS

Overview: The fuel tanks are an essential asset to the city and the fleet operations. There are approximately - 478 vehicles/equipment.

City-Owned Fuel Storage Tanks: (UST= Underground) (AST=Aboveground)

- 2 -12,000 - gallon UST -Recycling Center (diesel & gasoline)
- 2 -10,000 - gallon AST -Public Works Complex (diesel only/gas not working)
- 1 - 2,000 - gallon AST -Fire Dept. Station #3 (diesel only)
- 1 - 1,000 - gallon UST -Fire Dept. Station #7 (diesel only)
- 2 - 500 - gallon AST -Golf Course (diesel & gasoline)
 - The 2 AST located at Public Works need to be replaced.
 - Only 1 AST with diesel fuel is currently operating at this site.
 - No gasoline has been available at this site since 10/22/2021 after converting the unleaded tank to store diesel to serve Public Works trucks' equipment.
 - Unleaded Fuel is only available at the Recycling Center to serve all other departmental fleet equipment, including the Police Dept. Patrol Units.

NEEDS:

Both AST Fuel Storage Tanks at Public Works need to be replaced.

- The Fuel dispensers, pumps, and fuel system at Public Works & Recycling Center need to be upgraded.

TOTAL COST: \$400,000

- \$200,000 To purchase (2) new double-walled UL 142 Flame shield ASTs at P.W. with new piping constructed and installed by NFPA 30, Fire Codes, and TCEQ regulations.
- \$100,000 To purchase and install (6) new dual fuel dispensers at P.W. & Recycling Center.
- \$100,000 To purchase and install (2) new ATG (automatic tank gauging) systems to detect fuel leaks/spills in compliance with TCEQ regulations.
- \$100,000 To purchase and install (4) new Fuel Master Pro-kee Units with software and electrical equipment upgrades.

Cost includes 15% overhead to cover additional unforeseen electrical upgrade requirements. We intend to procure through a sealed bid process or obtain cooperative contract pricing or a turn-key installation of the new ASTs, dispensers, piping, electrical, and software upgrade interfacing.

AGED ARREARS

Approve an ordinance to have policies in place to avoid and minimize accounts to be delinquent and not pass a threshold to have amounts outstanding, and in many cases, avoid having accounts not paying for services rendered.

Sanitation

Current Routes

- Residential Pick Ups – Monday through Saturday
- Two pick ups per residence a week
- Seven Drivers
- Seven front-line vehicles and two spares
- The two spares are 2014 *(going on 9 years)

Projected Routes

- Residential Pick Ups – Monday, Tuesday, Thursday and Friday
- Two pick ups per residence a week
- Nine Drivers
- Nine front-line vehicles and three spares.

Overtime Expenditures (Note: approx. figures)*

- 2019-2020 - Budgeted: \$80,000 Actual Paid: \$100,000
- 2020-2021- Budgeted: \$55,000 Actual Paid: \$100,000
- 2021-2022- Budgeted: \$55,000 Actual Paid: \$135,000

Maintenance Expenditures

- Total Expenditures on Residential Fleet: \$594,068.01 (4 years)
- Average of \$85,000 per unit
- *An Average of \$7,500 per unit in a F.Y. is ideal.

Fuel Expenditures

- Average of 31 gallons per day
- Average of 8,900 plus gallons per year per unit

Total: \$186,900 (for seven units)

Benefits: Reducing overtime and less Fuel

More savings and create a culture where staff enjoy working.

- Reduce wear and tear on vehicles,
- Reduce wear and tear on tires,
- Reduce the cost of maintenance,
- Less stress on personnel (driver fatigue),
- Reduce carbon footprint,
- A refuse truck that travels 25,000 miles annually using conventional diesel emits roughly 100 metric tons of eCO₂ and reduces the amount of heavy equipment on City roads, leaving less carbon in the atmosphere.

INITIAL INVESTMENT

- The quoted price for one residential unit: \$ 383,623.00
- Need: three units: \$1,150,869.00

PROJECTED SAVINGS

- Reduced overtime by \$ 300,000
- Reduce fuel cost by \$ 60,000
- Reduce maintenance cost by \$ 102,000



2022-2023 STREET IMPROVEMENT PROGRAM PROJECT Revised 9/15/2022

ROADWAY CANDIDATES (PRELIMINARY)

					LENGTH	Lane	WIDTH
Rank	District	STREET NAME	PROJECT LIMITS		Feet	Feet	Feet
7	1	7th Street	East Austin	Rio Hondo Rd/Davis	3,790	7,580	44.5
	2	Lozano St	North T St	Drain Ditch	1,780	3,560	32
7	2	Taft Avenue	Commerce	Railroad	982	1,964	44.5
6	3	Emerald Lake Drive	Treasure Hills	Clifford	2,890	5,780	33.5
5.5	3	Emerald Lake Drive	Clifford	End (North)	212	424	33.5
6	4	Indiana Avenue	Frontage Rd	Kent St	482	964	20
8	4	New Hampshire	Hale Drive	Frontage Rd	2,045	4,090	36
	4	Taft Avenue	3rd St	Railroad	2,408	4,816	44.5
9	5	Los Ranchitos Road	Stuart Place Rd	Drain Ditch	285	570	20
7.5	5	Perkins Road	Altas Palmas Rd	Beckham Rd	1,866	3,732	20
8	5	South Palm Court Drive	Garrett Road	275 S of Plumeria Ln	5,823	11,646	20
Totals					22,543	45,086	L.F.

TOTAL NEEDS PER DEPARTMENT

TRAFFIC

Equipment -\$165,000
Personnel -\$47,502.07

ADMINISTRATION

Equipment -N/A
Personnel -\$60,619.94

STREETS

Equipment -\$3,523,151
Personnel -\$753,375.57

Sanitation

Equipment -\$1,150,869
Personnel -\$188,387.71

FUEL TANKS

\$400,000*

FLEET

\$212,831.87

GRAND TOTAL: \$6,501,737.16

Mr. Gonzalez, the City Manager, stated that during the budget process, they receive requests that are millions of dollars over the final approved budget. Hard choices are made, but we try to make the right choices regarding the necessary equipment. The city needs help to fund \$6.5 million. I will make some recommendations and discuss the start of the budget process. We need to make some of these improvements in the Sanitation Department regarding equipment and personnel. The proposed funds will be from the Enterprise Fund, which will not impact the General Fund. Any other items will be from the General Fund.

Mr. Garcia stated they could do with one sweeper this year and another in two years. The drainage crew is where we need to improve, and we have much catching up to do. We do need to keep up with the growth of the city. The time to order trucks is now because the cost will increase, and they will be paid upon delivery. As for the equipment for the drainage crew, an excavator has the shortest timeline of 3-4 months. For all other equipment, the timeline is from 8 to 10 months. Drainage work is 365 days a year; it is not restricted to June 1, when hurricane season starts, and must be addressed urgently.

1
2 Mayor Sepulveda requested that a copy of the PowerPoint be sent to the commission for
3 further review, a list of the priorities and costs, and a list of things that can wait another year or two.
4 Work with Ana Hernandez, Special Projects Director, to search for grants to fund some of these
5 items without affecting the taxpayers' money. Drainage is the number one priority for the
6 community.

7
8 Mayor Pro-Tem Perez asked when is the earliest they could have the information to review
9 and decide on acquiring the equipment and implementing the revised schedule for the residential
10 trash pickup to inform his constituents.

11
12 Mr. Garcia responded that he could prepare a list of priorities by next week and meet with
13 the Finance Dept. to review the funding for purchasing the equipment. He would meet with his staff
14 to review the revised schedule for the residential garbage pickup and provide the information to the
15 commission.

16
17 Commissioner Morales asked if there were areas that could be a one-time pickup per week
18 instead of two pickups per week. He would like to discuss this topic later. Commissioners Kinsley,
19 Lopez, and Perez stated that none would be from their districts.

20
21 3) Adjournment

22
23 There being no other business to discuss, Mayor Sepulveda adjourned the meeting.

24
25 City of Harlingen

26
27
28 ATTEST:

Norma Sepulveda, Mayor

29
30
31 _____
32 Amanda C. Elizondo, City Secretary

JOINT SPECIAL MEETING OF THE
HARLINGEN CITY COMMISSION &
DEVELOPMENT CORPORATION OF HARLINGEN, INC.
JULY 26, 2023

A Special Joint Meeting of the Harlingen City Commission and the Development Corporation of Harlingen, Inc. was held on July 26, 2023, at 6:00 p.m., 2422 Boxwood Street, Room 133 (B), Harlingen, Texas and permitting the public to offer citizen communication or participate in items listed on the agenda. Those in attendance were:

Mayor and Commissioners

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

City Staff

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

Development Corporation of Harlingen, Inc. Board Members

Javier De Leon, President
Rudy Martinez, Vice President
Tre Peacock, Secretary
Saarang Jay Rama, Treasurer
Eric Ziehe, Board Member

EDC Staff

Orlando Campos, Manager and CEO
Beverly Loftus, Interim Manager

Call Meeting to Order

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

Call Meeting to Order

Javier De Leon, President of the Development Corporation of Harlingen, Inc., called the meeting to order and announced that a quorum was established.

Invocation: Commissioner Michael Mezmar

Pledge of Allegiance/Welcome:

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

Conflict of Interest

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

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

Mayor Norma Sepulveda - None
Mayor Pro-Tem Perez – None
Commissioner Ford Kinsley - None
Commissioner Daniel N. Lopez - None
Commissioner Michael Mezmar - None
Commissioner Frank Morales - None

Citizen Communication

Desi Martinez – 1806 Haverford Blvd., Harlingen, TX.
Ron Lozano – EDC General Issues

Mayor Sepulveda and President Javier De Leon changed the order of the agenda and proceeded with Items (3 and 4).

3) Executive/Closed Session – Deliberation pursuant to Texas Government Code 551.072 regarding the purchase and/exchange of real property where the deliberation in open session would have a detrimental effect on the position of a governmental entity with a third person, and pursuant to Texas Government Code 55.087 to discuss or deliberate regarding a financial incentive to a business prospect described in 551.087 (1) and pursuant to Texas Government Code 551.071(2) regarding consultation with legal counsel on which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Texas Government Code Chapter 551. (City Commission)

4) Executive/Closed Session – Deliberation pursuant to Texas Government Code 551.072 regarding the purchase and/exchange of real property where the deliberation in open session would have a detrimental effect on the position of a governmental entity with a third person, and pursuant to Texas Government Code 55.087 to discuss or deliberate regarding a financial incentive to a business prospect described in 551.087 (1) and pursuant to Texas Government Code 551.071(2) regarding consultation with legal counsel on which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Texas Government Code Chapter 551. (Development Corporation of Harlingen, Inc.)

At 6:12 p.m., Mayor Sepulveda announced that the City Commission would convene in an executive session to discuss Item No. 3.

Motion was made by Mayor Pro-Tem Perez and seconded by Commissioner Mezmar to convene in executive session to discuss Item No. Item. No. 3. Motion carried unanimously.

At 6:15 p.m., Javier De Leon, President of the Development Corporation of Harlingen, Inc., announced that the Development Corporation of Harlingen, Inc. would convene in executive session to discuss Item No. 4, jointly with the City Commission.

Motion was made by Mr. Ziehe and seconded by Mr. Martinez to convene in executive session to discuss Item No. 4. Motion carried unanimously.

At 7:27 p.m., Mayor Sepulveda announced that the Harlingen City Commission had completed the executive session on Item No. 3 and declared the meeting open to the public.

At 7:30 p.m., President De Leon announced that the EDC had completed the executive session and declared the meeting open to the public.

- 5) Consideration and possible action on Item No. 3 as discussed in executive session. (City Commission)

Mayor Sepulveda announced that no action was required on Item No. 3.

- 6) Consideration and possible action on Item No. 4, as discussed in executive session. (Development Corporation of Harlingen.)

President De Leon stated that no action was required on Item No. 4.

Mayor Sepulveda and President De Leon returned to the regular order of the agenda and proceeded with Items (1 & 2).

- 1) Consideration and possible action by Harlingen City Commission to amend the Articles of Incorporation and bylaws of the Harlingen EDC to alter the number of and procedure for appointment of the Corporation's directors. (City Commission)

Motion was made by Commissioner Lopez and seconded by Mayor Pro-Tem Perez to amend the Articles of Incorporation and Bylaws of the Development Corporation of Harlingen, Inc. to alter the number of and procedure for appointment of the Corporation's directors. Motion carried unanimously.

- 2) Consideration and possible action to amend the Articles of Incorporation and Bylaws of the Development Corporation of Harlingen, Inc. to alter the number of and procedure for appointing the Corporation's directors. (EDC)

Motion was made by Mr. Ziehe and seconded by Mr. Martinez to amend the Articles of Incorporation and Bylaws of the Development Corporation of Harlingen, Inc. to alter the number of and procedure for appointment of Corporation's directors. Motion carried unanimously.

For the record, the amendments read as follows:

- a) The first sentence of Section 4.02 shall be amended to read, "The authorized number of Directors of this Board shall be seven (7), appointed in the manner provided in Article VI of the Articles of Incorporation, as they may be amended from time to time."
- b) The second paragraph of Section 4.02 shall be amended to read, "No Director shall serve more than two (2) terms, except that serving an incomplete term of less than two years shall not count toward this limitation. Each director shall continue to serve until the appointment of their successor."

- 5) Adjournment

There being no further business to discuss, Mayor Sepulveda and President De Leon adjourned the Joint Special Meeting of the City Commission and the Development Corporation of Harlingen, Inc.

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ATTEST: _____
Amanda C. Elizondo
City Secretary

City of Harlingen

Norma Sepulveda,
Mayor

ATTEST: _____
Tre Peacock, Secretary

Development Corporation of
Harlingen, Inc.

Javier De Leon, President

SPECIAL MEETING

CITY COMMISSION

HARLINGEN, TEXAS

A Special Meeting of the Harlingen City Commission was held August 10, 2023, at 5:30 p.m., at City Hall, Town Hall Meeting Room, 2nd Floor, Harlingen, Texas, and providing the public the ability to view the meeting via the internet, live streaming and permitting the public to offer citizen communication or participate in items listed on the agenda via videoconferencing or telephonically via www.myharlingen.us Those in attendance were:

Mayor and Commissioners

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

ABSENT

Michael Mezmar, Commissioner District 3

City Staff

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

Invocation: Commissioner Rene Perez

Pledge of Allegiance

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

Call Meeting to Order

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

Conflict of Interest

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

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

Mayor Norma Sepulveda – None
Mayor Pro-Tem Perez – Abstained: Items #1 & #2
Commissioner Ford Kinsley – None
Commissioner Daniel N. Lopez – None
Commissioner Michael Mezmar – Absent
Commissioner Frank Morales – None

Citizen Communication/Input

- George McShan- 1401 Oak Court - Budget for Boys and Girls Club of Harlingen
- Gerald Gathright- 1826 North 8th - Budget for Boys and Girls Club of Harlingen
- Ron Lozano-2410 Riverside Dr - Limitless Funds

- 1) Executive Closed Session – Consultation with Legal Counsel Pursuant to Texas Government Code 551.071 (2) to receive privileged attorney-client communication regarding the School Resource Officer (SRO) Agreement currently being negotiated.

At 5:47 p.m., Mayor Sepulveda announced that the City Commission would convene in an executive session to discuss Items (1 and 2).

Motion was made by Commissioner Lopez and seconded by Commissioner Morales to convene into Executive Session to discuss Item 1.

At 6:57 p.m., Mayor Sepulveda announced that the City Commission had completed its executive session and declared the regular meeting open to the public. She proceeded with Item No. 2 and declared the meeting open to the public.

- 2) Discussion and possible action to approve the proposed interlocal agreement with HCISD for School Resource Officer (SRO) Program.

Motion was made by Commissioner Lopez and seconded by Commissioner Morales to table Item 2. (SRO) Program. Motion carried as follows: FOR: Commissioners: Lopez, Kinsley, Morales; ABSTAINED: Mayor Pro-Tem Perez, (VOTE 3-1)

- 3) Consideration and possible action to approve an ordinance on first reading amending the City of Harlingen's Budget for Fiscal Year 2023. PowerPoint (Finance)

Mr. Gonzalez highlighted a summary of the General Fund Revenues totaling \$116,400, which included an increase of \$80,572 in sponsorships collected from the city events.

Discussion was held about the projections, whether it was an over projection or an increase in budget projections, the interest rate that the city is receiving, and if it was over a six-month period. If the amendments were done bi-annually, and why not every quarter.

Robert Rodriguez, Finance Director, stated it is budget projections. The city is receiving a 5.4% interest rate for the entire year. Budget amendments are done bi-annually. It could be done every quarter. This is a decision of the City Commission.

Mr. Gonzalez stated staff try to spend the funds to avoid making amendments repeatedly and limit the modifications to twice a year.

Commissioner Morales replied that he was only thinking of the Golf Course because they were out of soft drinks, Gatorade, etc.

Mr. Gonzalez stated that the Golf Course amendment is for \$25,000, and we are considering doing it more frequently. They generate about \$85,000 in revenue.

Commissioner Lopez referred to Slide No. 6 and asked if the expenditure increase was six million dollars.

Mr. Rodriguez responded yes.

Mr. Gonzalez pointed out that the additional \$183,000 for the DID Building was for the asbestos removal, which was more expensive than anticipated. Staff had allocated \$300,000 for the trailer and the ADA bathroom last year. That money went into the fund balance to use for that expenditure. The summary for the General Fund Expenditures is \$693,000, consisting of larger items; one is for Windstorm Insurance - \$88,000, and \$67,500 - brokers fees. Last year's broker fees went from \$300,000 to \$90,000. Staff negotiated the price with Salazar Insurance to get through this fiscal year; \$87,000 for an excavator as a rental for Public Works to clear the drainage ditches, and \$60,000 for four to six tires for a motor grader.

Mayor Pro-Temo Perez asked if the drainage projects are in District 5, District 2, T Street, and District 4 off Ed Carey Dr.

Oscar Garcia, Asst. City Manager highlighted the following drainage projects that were completed by Public Works.

- The ditch off Bass Blvd. drains Hickory Hill Subdivision was re-sloped.
- The ditch on T Street was widened from 14 ft. to 30 ft.
- The ditch on 25th Street between Van Buren and Jefferson Ave. was re-sloped, and a new storm box was installed.
- The ditch off Hale Ave. to New Hampshire will be widened.

Mr. Gonzalez stated the \$300,000 for PEG Programming Fund Expenditures, no money has been used, and it will be used to purchase some camera equipment. Cristina Garcia and her staff will be looking at the cameras. There is half a million dollars in TIRZ No. 3 for the bond repayment of the roads built around Sam's Store and the Harlingen Convention Center. It is a revenue for the city and an expansion for the TIRZ.

Commissioner Lopez asked why a notation of depreciation is there and if they got a tax benefit.

Mr. Rodriguez responded that these are enterprise funds such as the Sanitation Department and Municipal Auditorium. Some modified accruals do not operate like a business and are recorded as depreciation, which is a non-cash item. They do not get a tax benefit, but by the accounting standards through the Governmental Accounting Standards Board, they govern how we record all accounting standards.

Mark Sossi read the caption of the ordinance amending the Revenue and Expenditure Budget for the City of Harlingen, Texas, for Fiscal year October 1, 2022, through September 30, 2023, providing for publication of the ordinance caption and ordaining other matters related to forgoing.

Motion was made by Commissioner Lopez and seconded by Mayor Pro-Tem Perez to approve the ordinance on first reading amending the City of Harlingen's Budget for Fiscal Year 2024. Motion carried as follows by record vote: For Mayor Sepulveda, Mayor Pro-Tem Perez, Commissioners: Morales, Kinsley, Lopez. (VOTE 4-0)

4) Discussion on the Proposed City Budget for Fiscal Year 2024.

Commissioner Lopez requested that Mr. Gonzalez confirm the proposed tax rate for Fiscal Year 2024 from 0.60 cents for every one hundred dollars to 0.54, a decrease of six cents.

Mr. Gonzalez confirmed that the proposed tax rate for Year 2024 would be 0.54 cents for every one hundred dollars for the proposed budget for FY 2024, if it was adopted. The taxpayers will see a reduction in their tax rate of six cents or 10%. The Fund Balance will be 7.3 million dollars and 1.9 million dollars of revenues over expenditures in the proposed budget. The proposed costs are 55 million dollars. This information has been uploaded to the website. It includes a one-year Evergreen increase to 133 employees and a growth of 5% in health insurance.

Mayor Sepulveda stated that if this is as recent as two years, the city is getting more money from sales taxes than property taxes, which is a good trend for the city.

Mr. Gonzalez responded that this is correct.

Javier Mendez, Parks & Recreation Director, stated several projects were submitted for public building improvements for the library to fix some of the lighting ceiling, tiles, paint the exterior, change the AC Unit, and other repairs. We replaced the roof tiles for approximately \$84,000.

Discussion was held regarding the city records, and Commissioner Lopez asked if the city considered scanning all the documents.

1 Amanda C. Elizondo, City Secretary, stated that we only have a certain amount of money for
2 records management. Whatever funds are left from the annual clean-up, we use it for scanning the
3 permanent records, which is about 13-15 boxes per year. Boxes that have expired retention schedules
4 are removed from the shelves to be shredded and make room for the processed boxes. Documents that
5 have a retention period are shelved until their retention period expires. This year, close to 400 boxes will
6 be destroyed and documented according to state statutes. We do some scanning in-house, such as
7 contracts, ordinances, resolutions, and any other permanent documents on Laserfiche. However, I need
8 a person who can do this daily.

9 Mr. Gonzalez stated he would meet with Amanda and Sergio, MIS Director, to discuss an amount
10 to scan the documents.

11 Commissioner Morales asked if staff were looking into the uniforms to be laundered for two
12 departments.

13 Mr. Gonzalez responded yes, and the laundry services would be a part of this request.

14 Robert Rodriguez stated they were gathering information on the number of employees who use
15 uniforms to solicit proposals. The laundry services are included as part of the budget. This includes all
16 Public Works and Parks Employees except the Fire and Police Departments.

17 Mr. Gonzalez stated that the uniform consists of pants, shirts, and polo shirts, but only the pants
18 and shirts are laundered, not the polo shirts. Employees will take them home to wash and press.

19 Commissioner Morales suggested providing work boots to the employees who work out in the
20 fields. This item could fall under the insurance umbrella of workman's compensation and safety and
21 hazardous material. The city could offer \$150 to each employee to purchase the boots. This may reduce
22 any potential workman's comp injuries. Whoever the company is, we must notify them of this to prevent
23 any injuries.

24 Mr. Gonzalez stated that the city has two vendors (Red Wing and Bull Rider). Employees can
25 pick a pair of steel-toe boots, and the city pays the vendors upfront. Employees reimburse the city for the
26 cost of the shoes through a payroll reduction of \$15.00 per payroll. He recommended doing the
27 \$150 for the boots for the employees working in the field, provided staff speaks to the companies that
28 offer workman's compensation insurance.

29 Commissioner Morales asked how many employees are taking advantage of this program.

30 Mr. Gonzales stated that staff would check how many employees require steel-toe boots and
31 determine the cost.

32 Commissioner Lopez asked if the \$30,000 for the Boys and Girls Club was in the budget.

33 Mr. Gonzalez responded yes.

34 Discussion was held regarding the three trucks for the Public Works Dept. noted on the non-
35 funded category and the replacement of an A/C unit. Mayor Sepulveda asked Mr. Garcia if this was
36 something he would need.

37 Mr. Garcia responded that the city has three trucks. We only needed the drivers. Staff replaced
38 the A/C Unit, and when it is down, staff will call Javier Mendez to have his maintenance crew fix it.

39 Commissioner Lopez said he would like to consider funding the four people assigned to make
40 additional drainage improvements and be phased over three years.

41 Mr. Garcia stated that the plan consists of a drainage manager, four equipment operators, a front-
42 end loader, an excavator, two dump trucks, one backhoe, and one lowboy trailer, contingent on acquiring
43 the equipment first. The total amount of personnel and equipment is approximately \$1,638,205.

1 Commissioner Morales referred to the garbage pickup once a week instead of twice a week; those
2 employees can be part of the joint district if they are certified to operate the equipment.

3 Mr. Garcia responded that this is specialized equipment and specific skills are required to operate
4 this type of equipment. Refuse truck drivers are mostly CDL drivers, which is their primary duty. They
5 could learn, but it will be a training process. Currently, we have three or four employees from the Sanitation
6 Dept. who are cross-trained to do this type of work.

7
8 Mr. Gonzalez stated the funds would have to be budgeted to transfer these employees from the
9 Sanitation Dept., an Enterprise Fund.

10
11 Commissioner Lopez referred to the Wichita Drainage Project and asked if staff could figure out
12 the bid amount for this project and consider using that money to buy the equipment.

13
14 Commissioner Morales stated if this is about the detention pond on Wichita and Lozano
15 Streets based on the studies posted on the city website from 2008, any future studies will be provided to
16 them in May of 2024 before spending any money.

17
18 Commissioner Lopez responded that the study he refers to is dated 2021. The city has the design.
19 Why spend additional money when they can allocate the funds for Mr. Garcia and reduce the cost of 1.6
20 million dollars?

21
22 Mr. Garcia stated they specific projects lined up for the upcoming year. Another issue was the
23 ditches in the city limits that do not belong to the city. There must be an agreement between the city and
24 the water districts to maintain them because it affects our citizens. Mr. Garcia stated he has been talking
25 to TxDOT about the large main ditch off the frontage road, and they will start cleaning the ditch next
26 month. One suggestion that was discussed with TxDOT was for the city to maintain the ditch and for them
27 to pay the city for this service.

28
29 Commissioner Lopez stated they would need the equipment first to do this. If there is a way
30 to get reimbursed for the equipment, the city could apply a 10% cost and make some money.

31
32 Mr. Garcia stated the 1.6 million dollars includes the equipment and one-year salaries; the
33 wages will be recurring after the first year. I do not have the cost of the recurring salaries, but I will provide
34 the information to the City Commission.

35
36 Commissioner Perez, how many new businesses have come to the city for this year?

37
38 Mr. Gonzalez stated quite a few businesses have come to the city, but I still need a
39 number; however, five companies were announced at the State of City Address. A total of 54 million
40 dollars in building permits. Four auto dealerships, three from Bert Ogden, one from Gillman Honda,
41 and the Academy Store. One of the businesses is expected to open in October, generating more taxes.
Our biggest generator of sales tax is Walmart Store.

42
43 Mr. Gonzalez stated the General Fund and Hotel/Motel list shows that Loaves and Fishes receive
44 \$75,000. This year, we are increasing it by \$30,000 for immigration assistance. It will be for bus passes
45 or an overnight stay at a local low-cost rental, and will include the Iwo Jima Memorial for \$10,000, but I
46 would like to increase it to \$20,000. This national monument does need a considerable amount to be kept
clean and maintained.

47
48 Commissioner Lopez asked if there was regular power washing on it.

49
50 Mr. Gonzalez, it may include that, but I'm not sure what else it may need: some of the needs are
repairing the bronze and trimming the grass around it.

51
52 Commissioner Kinsley stated maintaining and replacing the flags is also an expense.

53
54 Commissioner Morales asks where was in the list was the Iwo Jima Monument.

Mr. Gonzalez replied staff would add \$20,000 to the list for the Iwo Jima Monument.

Commissioner Morales asked if the State Representative got some funds for the Iwo Jima Monument.

Mr. Gonzalez replied the funds were for the Harlingen Arts/Heritage Museum.

Commissioner Morales referred to the Immigration Assistance Program and asked if the county could reimburse the city.

Mr. Gonzalez responded there is no assistance from the county because the city did not meet the threshold, but hopefully with FEMA. Staff would contact the county through their Emergency Management Director, Tom Hushen, and provide a respond to the City Commission.

5) Adjournment

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

City of Harlingen

ATTEST:

Norma Sepulveda, Mayor

Amanda C. Elizondo, City Secretary

SPECIAL MEETING

CITY COMMISSION

HARLINGEN, TEXAS

A Special Meeting of the Harlingen City Commission was held August 14, 2023, at 5:30 p.m., at City Hall, Town Hall Meeting Room, 2nd Floor, Harlingen, Texas, and providing the public the ability to view the meeting via the internet, live streaming and permitting the public to offer citizen communication or participate in items listed on the agenda via video conferencing or telephonically via www.myharlingen.us
Those in attendance were:

Mayor and Commissioners

Mayor Norma Sepulveda
Mayor Pro-Tem Rene Perez
Ford Kinsley Commissioner District 1
Michael Mezmar, Commissioner District 3
Frank Morales, Commissioner District 4

ABSENT

Daniel N. Lopez, Commissioner District 2

City Staff

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

Call Meeting to Order

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

Conflict of Interest

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

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

Mayor Norma Sepulveda – None
Mayor Pro-Tem Perez – None
Commissioner Ford Kinsley – None
Commissioner Daniel N. Lopez – Absent
Commissioner Michael Mezmar - None
Commissioner Frank Morales – None

Citizen Communication/Input

- . Luis Quintanilla, RGVHS Director - Continue partnership to serve our community.
- . Robert Leftwich – Tax rate
- . Ron Lozano, citizen, - Humane Society
- . Rudy Coronado, citizen, - Humane Society
- . Delia Cavazos, citizen – Humane Society

1) Consent Agenda

- a) Consideration and possible action to approve an ordinance on the second and final reading amending the City of Harlingen's Budget for Fiscal Year 2023.

Robert Rodriguez, Finance Director, highlighted the following information regarding an amendment to the City's Budget for Fiscal Year 2023.

Total revenues increased as follows:

Total General Fund Revenues	\$ 1,893,897
Total General Fund Infrastructure Capital Contributions	3,000,000
Total Tennis Court Revenue	13,718
Total Hotel/Motel Revenue	560,000
Total Free Trade Bridge Revenue	7,500
Total Harlingen Convention & Visitors Bureau Revenue	80,572
Total Award Fund Revenue	703,789
Total PEG Programming Revenue	17,000
Total Harlingen Convention Center Revenue	15,000
Total Federal Forfeitures Fund Revenue	92,362
Total State Forfeitures Fund Revenue	30,505
Total TIRZ Funds 181, 182, 183 Funds Revenue	1,061,680
Total Debt Service Fund Revenue	31,600
Total Infrastructure Fund Revenue	52,100
Total Municipal Auditorium Fund Revenue	3,000
Total Sanitation Fund Revenue	398,280
Total Harlingen Arts/Heritage Museum Fund Revenue	590
Total Tony Butler Golf Course Fund Revenue	20,500
Total Health Insurance Fund Revenue	2,200
Total Lon C. Hill Memorial Library Fund Revenue	38
Total Revenues	\$ 7,984,331

Total expenditures increased as follows:

Total General Fund Expenditures	\$ 1,160,717
Total General Fund Expenditures Infrastructure Subdivision Contributions	3,000,000
Total Tennis Court Fund Expenditures	277
Total Harlingen Convention & Visitor Bureau Fund Expenditures	85,033
Total Grant Awards Fund Expenditures	537,853
Total PEG Programming Fund Expenditures	300,000
Total TIRZ Funds 181, 182, 183 Funds Expenditures	506,000
Total Municipal Auditorium Fund Expenditures	66,000
Total Sanitation Fund Expenditures	2,286,267
Total Harlingen Arts/Heritage Museum Fund Expenditures	12,500
Total Tony Butler Golf Course Fund Expenditures	149,363
Total Motor Vehicle/Warehouse Fund Expenditures	1,032,708
Total Expenditures	\$ 9,136,718

Motion was made by Mayor Pro-Tem Perez and seconded by Commissioner Mezmar to approve the ordinance on the second and final reading amending the City of Harlingen's Budget for Fiscal Year 2023. Motion carried unanimously.

2) Discussion on the Proposed City Budget for Fiscal Year 2023-2024.

Gabriel Gonzalez, City Manager, stated at the last meeting that the budget he presented to the City Commission for consideration was the voter approval rate, a 10% reduction in the tax rate of 6.08 cents. The proposed FY 2023-2024 budget will show Evergreen's projection for years one, two, and three. This will offer the salary adjustments which were requested at the last meeting. He highlighted the following information.

**Proposed Budget – General Fund
Projection – Evergreen in One Year, Reduced Tax Rate**

Estimated Fund Balance 09/30/2023	\$30,591,254

Proposed Revenues	\$57,439,488
Proposed Expenditures	<u>\$56,247,492</u>
Revenues Over (Under) Expenditures	\$ 1,191,996
Estimated Total Fund Balance 09/30/2024	<u>\$31,783,250</u>
Less than 120 Days minimum days required	\$18,492,326
Less Revenues Over (Under) Expenditures FY2024	\$ 1,191,996
Less EDC special project	\$ 4,400,000
Encumbrances	<u>500,000</u>
Fund Balance available at 9/30/2024	<u>\$ 7,198,928</u>

**Proposed Budget – General Fund
Projection – Evergreen in Two Years, Reduced Tax Rate**

Estimated Fund Balance 09/30/2023	\$30,591,254
Proposed Revenues	\$57,439,488
Proposed Expenditures	<u>\$56,003,325</u>
Revenues Over (Under) Expenditures	\$ 1,436,163
Estimated Total Fund Balance 09/30/2024	<u>\$32,027,417</u>
Less than 120 Days minimum days required	\$18,412,052
Less Revenues Over (Under) Expenditures FY2024	\$ 1,436,163
Less EDC special project	\$ 4,400,000
Encumbrances	<u>500,000</u>
Fund Balance available at 9/30/2024	<u>\$ 7,279,202</u>

**Proposed Budget – General Fund
Projection – Evergreen in Three Years, Reduced Tax Rate**

Estimated Fund Balance 09/30/2023	\$30,591,254
Proposed Revenues	\$57,439,488
Proposed Expenditures	<u>\$55,919,324</u>
Revenues Over (Under) Expenditures	\$ 1,520,164
Estimated Total Fund Balance 09/30/2024	<u>\$32,111,418</u>
Less than 120 Days minimum days required	\$18,384,435
Less Revenues Over (Under) Expenditures FY2024	\$ 1,520,164
Less EDC Special Project	\$ 4,400,000
Encumbrances	<u>500,000</u>
Fund Balance available at 9/30/2024	<u>\$ 7,306,819</u>

Mr. Rodriguez stated that the staff compared other cities across Cameron and Hidalgo Counties and compared their adopted rate to their no new revenue rate beginning in 2021 and 2022. Most cities did not adopt a no new revenue rate; instead, they adopted a rate that was closer to the voter approval rate. He highlighted the following information.

	Tax Year 2023			Tax Year 2022			Tax Year 2021			Tax Year 2020		
	NNR	VAR	Adopted or Proposed	NNR	VAR	Adopted or Proposed	NNR	VAR	Adopted or Proposed	NNR	VAR	Adopted or Proposed
CAMERON COUNTY												
City of Harlingen	0.519304	0.545519	0.545519	0.596332	0.606357	0.606357	0.612828	0.628713	0.619849	0.601434	0.619849	0.619849
City of Brownsville	0.549227	0.607987	0.607987	0.658661	0.691919	0.691919	0.669078	0.697113	0.697113	0.672097	0.705719	0.697964
City of San Benito	Not available	Not available	Not available	0.696334	0.546831	0.708125	0.699503	0.566646	0.728125	0.737213	0.772183	0.728125
HIDALGO COUNTY												
City of McAllen	Not available	Not available	Not available	0.455125	0.486943	0.479900	0.473627	0.507015	0.495600	0.492583	0.505277	0.495600
City of Mission	Not available	Not available	Not available	0.488500	0.538500	0.529900	0.527300	0.559000	0.529900	0.515500	0.549100	0.529900
City of Edinburg	Not available	Not available	Not available	0.625600	0.709500	0.640000	0.649400	0.721000	0.680000	0.675200	0.682300	0.680000
City of Pharr	Not available	Not available	Not available	0.656900	0.780400	0.717600	0.703800	0.758200	0.717600	0.703700	0.749300	0.717600
City of Weslaco	Not available	Not available	Not available	0.617700	0.699000	0.696700	0.680404	0.708985	0.696700	0.683800	0.703600	0.696700

Mr. Rodriguez stated that the City of Harlingen proposes to keep the same tax rate. Even if the tax evaluation for homes increased, there is still a 10% drop in the tax rate capped at 3.5%. The rate will increase if there is new construction.

Commissioner Lopez asked if the property evaluation increases, would the owners pay more taxes?

Mr. Rodriguez stated that if no modifications were made to the property, it would be capped at 3.5%. If the tax rate drops, the 10% is offset.

Mayor Pro-Tem Perez asked if the city has anything to do with the property evaluations.

Mr. Rodriguez responded no; the City Commission only sets the tax rate. Cameron County Appraisal District does the valuation.

Commissioner Morales asked that if we chose not to go with the no-new revenue tax rate, we could decrease it by a proposed amount of 10%. He doubted that anyone would want anything above 3.5%. Citizens would want something below that rate.

Mr. Rodriguez responded that the city could adopt any rate below the voter approval rate. If higher, an election would have to be held for voters' approval.

Mayor Sepulveda stated that most people do not want to pay more taxes, but without taxes, there would be no funds for services or our employees. City projects are also affected because of price increases that could cause a delay in proceeding with the projects. We may also receive a potential 40% tax relief from the state. We should consider a no-new revenue tax rate at some point. There is tax relief for commercial and investment properties.

Commissioner Mezmar asked about the ratio between property and sales tax revenue.

Mr. Rodriguez stated that the more sales tax revenue is generated, it will help reduce the property taxes for the citizens.

Mr. Gonzalez stated that creating a drainage crew was another item discussed at the last meeting. We discussed having the Public Works Department do the Lozano detention pond and using that money to pay for personnel. He highlighted the chart below and the cost of creating a drainage crew, including the equipment and personnel. He stated it would be approximately 1.5 million dollars, some of which is recurring. Part of the costs would be from the ARPA Funds, such as equipment and first-year personnel costs. Other costs would be from the General Fund. He highlighted the following information.

CREATE DRAINAGE CONSTRUCTION CREW COST BREAKDOWN

Excavator	\$	365,000	This crew will allow us to improve our current drainage system and commence construction projects to minimize expenditures
Drainage Manager	\$	43,343	
Front End Loader	\$	360,000	
Equipment Operator II (1)	\$	37,440	
Dump Trucks (2)	\$	320,000	
Equipment Operator II (2)	\$	74,880	
Low Boy Trailer	\$	118,455	
Backhoe Loader	\$	155,000	
Equipment Operator II (1)	\$	37,440	
Total	\$	1,511,558	

Summary of Costs

Base payroll costs \$	193,103
Equipment costs	<u>1,318,455</u>
Total cost:	\$ 1,511,558

Commissioner Morales asked if the \$1.25 million were from the Waterworks Fund, and if so, could these funds be used to do the detention pond or buy equipment?

Mr. Gonzalez responded no. He then referred to the following table of estimates:

Lozano Retention Pond Phase 1 Estimate:

Total in-house construction costs	\$	158,663.55
Total Estimated Material And Add. Repair Costs	\$	289,940.00
Total in-house design costs (10% of construction costs)	\$	44,860.36
Surveying (outsourced)		12,000
Geotechnical (outsourced)		12,000
Estimated Admin staff costs. (5% of construction costs)	\$	22,430.19
Total 'in-house' Costs	\$	539,894.09
Design Engineer + Contractor costs	\$	1,250,000.00
Difference (Estimated savings)	\$	710,105.91

Luis Vargas, City Engineer, stated that the average of the eight bids received for this project is \$1.2 million, and the lowest bid was \$745,000. The highest bid was \$1.6 million.

Commissioner Morales stated that he understood the need for this project and had asked the drainage ditch project to move the stormwater from the Wichita and Lozano areas, which would impact two districts. We must concentrate on something other than this detention pond and different drainage needs. We need to be resourceful with the city's money and how it is being spent.

Discussion was held regarding the difference between the no-new revenue tax rate and voter approval rate, the method used to calculate each rate, and the funds that it would generate. Each property tax cent generates approximately \$465,000. There could be an amendment to the budget in the second quarter if there is a need for adjustments and revenues are kept the same.

Mr. Gonzalez highlighted the following scanning fees received from Records Consultants, Inc. (RCI). He stated that for 1,100 boxes, the cost of imaging 2.7 million documents is \$557,000. The approximate cost to scan 754 boxes is \$381,000 for 1.4 million documents.

Mr. Gonzalez gave a brief explanation of the following annual salary projections:

1

ANNUAL SALARY PROJECTION

Harlingen Finance Department
8/14/2023

Position	Pay - Full Time	Fixed Fringe Benefits		Variable Fringe Benefits				Total Benefits	Total Salary Expense
	Annual Regular Pay	Annual Life Insurance	Annual Health Insurance	Medicare Employer 1.45%	Social Sec Employer 6.20%	TMRS Ret Employer 8.84%	Worker Comp 0.19%	Annual Fixed & Variable	Annual Salary & Benefits
Employee 1	\$ 22,334.00	\$ 39.00	\$12,259.56	\$ 323.84	\$ 1,384.71	\$ 1,974.33	\$ 42.43	\$ 16,023.87	\$ 38,357.87
Employee 2	22,334.00	39.00	12,259.56	323.84	1,384.71	1,974.33	42.43	16,023.87	38,357.87
Employee 3	22,334.00	39.00	12,259.56	323.84	1,384.71	1,974.33	42.43	16,023.87	38,357.87
Totals:	\$ 67,002.00	\$ 117.00	\$36,778.68	\$ 971.52	\$ 4,154.13	\$ 5,922.99	\$ 127.29	\$ 48,071.61	\$ 115,073.61

Mr. Gonzalez stated the approximate cost of \$115,000 per year. One-time licensing and equipment costs for the first year would be \$8,000 for each employee; recurring fees are \$139,284 for the first year. The purchase of the scanners is \$3,340, with a lifespan of 5 years.

Amanda C. Elizondo, City Secretary, stated that when RCI scans the records, they send the data to the Cloud and supply the city with a link to access the data/records to indicate which box the document can be found at the warehouse. There is also the matter of permanent records; will the original documents be destroyed after scanning them? Some records reach the end of their retention schedule every year and can be disposed of. RCI records every destroyed box, and a list of the destroyed documents is also sent to the Cloud. For example, suppose a citizen asks for public information on a record that has been destroyed but is documented. In that case, staff can certify that a record did exist but expired its retention schedule and as proof of destruction. Records Management is not just about scanning; specific steps must be followed to comply with state requirements.

Mr. Gonzalez stated that another item was the Boot Program. There are 38 employees who took advantage of the Boot Program. This year, there are 18 employees in the Boot Program. The total number of employees that would be eligible is approximately 139. The average cost of a pair of steel-toe boots is \$200. If everyone would take advantage of the program, we would pay a total of \$27,800.

Staff would check to see which departmental employees need the boots, such as public works, parks and recreation, and the golf course, and provide the City Commission with a number.

Mayor Sepulveda stated that the cost of \$27,800 would be feasible to ensure that everyone who needs to wear the boots can have them for their safety.

Mayor Sepulveda asked if the employees would be required to use the boots.

Mayor Pro-Tem Perez stated that if the city pays for the boots, they should be required to wear them, and each director could identify eligible employees.

Discussion was held regarding the Street Improvement Program, how the process works, and which streets were on schedule to be improved.

Luis Vargas, City Engineer, stated that last year's funds for street improvements were \$2.6 million to repave eight miles of streets. This project was completed, with the previous street being Clifford Drive. The lowest bid was \$2,668,096.50. The budget for this cycle was higher because of the remaining funds from last year that were rolled into the process. Since all the \$2.6 million was used, no funds remain to proceed with the next cycle. The estimated cost for the next cycle is currently \$1.7 million. The process includes repaving 4.26 centerline miles (or 8.51 lane miles for two lanes)

Commissioner Perez asked if South Palm Court was included in the cycle.

1
2 Mr. Vargas responded yes. Before the presentation, the budget was \$1.5 million; however,
3 an additional \$300,000 was added to the budget for \$1.8 million. The cost of asphalt increased by
4 about 10%. Other considerations that can be modified are the curb and gutter, caliche, etc.
5

6 Mayor Sepulveda added that the public must remember that every tax revenue cent
7 generates about \$460,000; in reducing the tax rate, there is less money to use for street projects.
8

9 Mayor Sepulveda stated that Code Enforcement receives numerous calls and asked if an
10 additional person would be sufficient.
11

12 Mr. Xavier Cervantes, Planning and Zoning Director, stated that currently, the city has four
13 code enforcement officers. One more would be helpful.
14

15 Mr. Gonzalez stated that along with the proposed code enforcement member, a one-time
16 purchase of an F-150 truck would be required.
17

18 Mr. Gonzalez stated that the City Commission decided to go with the General Fund
19 Projection - Evergreen for two years; the revenue over expenditures is 1.4 million dollars. The voter
20 approval rate is 0.54 cents. This projection tax rate is 0.536919%, almost a penny decrease below
21 the voter approval rate of (0.545519%).
22

23 Mayor Sepulveda noted that they had discussions with the Humane Society and thanked
24 them for their advocacy. There is no agreement that stipulates that the money will be taken away
25 from the Humane Society; it is to ensure that proper recording is done. I will be reviewing the emails
26 to see if there are any issues and discuss them internally. We want to continue to help the Humane
27 Society, and the \$400,000 from the city is not coming off the table. We need to review the reporting,
28 which should not be an issue.
29

30 Mayor Pro-Tem Perez asked about the cost of utilities for the Humane Society.
31

32 Mr. Gonzalez stated that the city pays for the utilities and maintenance of the building they
33 use, including the cost of the gas when animal remains are cremated.
34

35 3) Adjournment

36
37 There being no other business to discuss, Mayor Sepulveda adjourned the meeting.
38

39 City of Harlingen
40

41
42 ATTEST:

43 _____
44 Norma Sepulveda, Mayor
45

46 _____
47 Amanda C. Elizondo, City Secretary

32)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 18, 2023**

Agenda Item:

Consideration and possible action to adopt an ordinance on second and final reading amending Ordinance No. 18-28 establishing updated fines and fees charged by the City of Harlingen Public Library. Attachment (**Library**)

Prepared By: Dauna Campbell, Library Director

Brief Summary:

At its August 28th meeting, the Library Board voted update the library's fines and fees. This amendment will remove late fees for overdue items, decrease the cost of FAX service and discontinue rentals for the library's computer lab. Additionally, the fee schedule for lost or damaged items will be simplified to only charge the replacement cost of items plus the cost of processing.

Funding (if applicable):

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

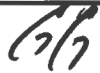
*If no, specify source of funding and amount requested:

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

Staff Recommendation:

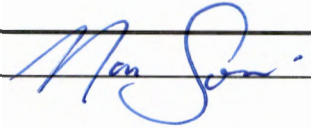
Staff recommend that Commission approve the library's updated fee schedule.

City Manager approval:



Comments:

City Attorney's approval:



Harlingen Public Library Fees and Fines

Current Rate		Current Rate	New Rate
LIBRARY MEETING ROOM RATES AND FEES			
	Deposit	Regular Rate	
Auditorium	\$100.00	\$20 per hour	Unchanged
Conference Room	\$100.00	\$15 per hour	Unchanged
Computer Lab	\$100.00	\$25 per hour	Remove
Kitchen Fee	\$0.00	\$20 flat rate	Unchanged
Equipment Fee	\$0.00	\$20 flat rate	Unchanged
Cancellation Fee- 10 days or less		100% of rental rate & deposit	Unchanged
Failure to Vacate on Time		\$80 per hour: pro-rated per 15 mins	Unchanged
Library Card Fees			
Lost Card	\$5.00		
Damaged/Non-usable Card/key tag	\$3.00		
Overdue Library Fees			
			The item will be set to lost after 60-days and the account will be charged the replacement cost of the item plus the cost of processing
Overdue Materials (books, audiobooks, CDs, DVDs, Blu-Rays, and kits)	\$ 0.25 per item per day		Remove
Audiobooks, CDs, DVDs, Blu-Rays, and kits	\$1.00 per item per day		Remove
Maximum fine for overdue items	\$5.00 per item per day		Remove
Fees for Lost or Damaged Library Materials			
			Item replacement or repair cost plus processing cost
Library Item	Damaged/Repairable	Lost/Non-Repairable	Remove
Adult Books and YA Books	\$15.00	\$25.00*	Remove

Adult and YA Audiobooks	\$25.00	\$50.00*	Remove
Juvenile Audiobooks	\$20.00	\$50.00*	Remove
Adult/Teen Kits	\$40.00	\$100.00*	Remove
Juvenile Kits	\$33.00	\$45.00*	Remove
Juvenile Books	\$10.00	\$18.00*	Remove
Board Books	\$5.00	\$10.00*	Remove
Music CDs	\$10.00	\$15.00*	Remove
Visual Media (DVD, Blu-Ray, etc.)	\$15.00	\$25.00*	Remove
Reference Materials	\$15.00	\$50.00*	Remove
Periodical Materials	\$3.00	\$5.00*	Remove
Oversize Materials	\$15.00	\$60.00*	Remove
Large Print Books	\$10.00	\$32.00*	Remove
Item Labels, Barcode Labels, and Cases	\$5.00		Unchanged
*Or replacement cost, whichever is greater. Kits are defined as any two or more items of print and non-print materials considered as one unit.			Remove
Other Library Fees			
Local Fax 1 st Page (Library Cover Page)	\$1.50		\$1.00
Local Fax Additional Pages	\$1.00 per page		\$1.00
Long Distance Fax 1st Page (Library Cover Page)	\$2.00		Remove
Long Distance Fax Additional Pages	\$1.50		Remove
Black and White Printing/Copying	\$0.10 per page		Unchanged
Color Printing/Copying	\$0.25 per page		Unchanged

Chapter 18 FEES "Exhibit A"

CITY FEE SCHEDULE

Chapter 26. Libraries, Arts and Cultural Affairs			
26-1	LIBRARY MEETING ROOM RATES AND FEES		
		Deposit	Regular Rate
	Auditorium	\$100.00	\$20 per hour
	Conference Room	\$100.00	\$15 per hour
	Kitchen Fee	\$0.00	\$20 flat rate
	Equipment Fee	\$0.00	\$20 flat rate
	Cancellation Fee— 10 days or less		100% of rental rate & deposit
	Failure to Vacate on Time		\$80 per hour: pro-rated per 15 mins
	LIBRARY FEES		
	Lost Card	\$5.00	
	Damaged/Non-usable Card/key tag	\$3.00	
	Fees for lost or damaged Library materials		Replacement cost plus processing costs.
	Item Labels, Barcode Labels, and Cases		\$5.00
	OTHER LIBRARY FEES		
	FAX Per page (cover sheet required)	\$1.00	
	Black and White Printing/Copying	\$0.10 per page	
	Color Printing/Copying	\$0.25 per page	

ORDINANCE NO. 23-

AN ORDINANCE AMENDING CHAPTER 18, MASTER FEE SCHEDULE, ESTABLISHING FEES FOR CERTAIN LICENSES , PERMITS, AND OTHER SERVICES PROVIDED BY THE CITY OF HARLINGEN; AMENDING CHAPTER 2, ADMINISTRATION; AMENDING CHAPTER 26, LIBRARIES, ARTS AND CULTURAL AFFAIRS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES AS TO FEES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Harlingen, Texas is a home-rule municipality established by its Charter and the laws of Texas; and

WHEREAS, the City Commission of the City of Harlingen has established by ordinances and resolutions fees for licenses, permits, and services provided by the City; and

WHEREAS, The City Commission finds that the fees established or revised herein do not exceed the amount reasonably necessary to provide the services and administer the various City programs;

WHEREAS, The Schedule of Fees attached as Exhibit A and incorporated herein by reference reflects establishment of fees revisions to certain fees, a restatement of certain fees not revised, and a consolidation of all such fees;

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

SECTION 1. The findings set out herein are found to be true and correct and are hereby adopted by the City Commission and made a part of this Ordinance for all purposes

SECTION 2. All persons, firms or corporations applying for licenses or permits or receiving other City services described on Exhibit A that require the payment of a fee incident to such application or service shall pay the fees as prescribed in the Fee Schedule attached hereto as Exhibit A and incorporated herein for all purposes. It shall be a violation of this Ordinance to conduct any activity or commence any use or receive any service for which payment of a fee described here in is required until such fee has been paid (if required to be paid in advance) or to fail to pay such fee when properly billed.

SECTION 3. This Ordinance shall be cumulative of all provisions of Ordinances and of the Code of Ordinances of the City of Harlingen, Texas as to the fees set forth on Exhibit A on the effective date of this Ordinance, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event the conflicting provisions of such ordinances and such Code are hereby

amended.

SECTION 4. This Ordinance shall be in full force and effect from and after its final passage and any publication required by law.

FINALLY ENACTED THIS _____ DAY OF _____ 2023, 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 Chapter 551 of the Government Code, as amended.

CITY OF HARLINGEN

BY: _____
Norma Sepulveda, MAYOR

ATTEST:

Amanda Elizondo, CITY SECRETARY

From: [Mary Ellen Rodriguez](#)
To: [Dauna Campbell](#); [Rolando Ramirez](#)
Cc: [Edna Leal](#)
Subject: Fines FREE
Date: Friday, July 7, 2023 1:49:56 PM

Information requested:

Libraries fines FREE:

Rio Hondo
San Antonio (effective: Oct. 2021)
Houston (effective: Jan. 2023)
Austin (effective: Feb. 2022)
Fort Worth
Dallas

Libraries and their fee schedule:

	<u>Overdue Books</u>	<u>DVD's/Blu-Ray</u>
Donna	\$ 0.05	\$ 0.50
Los Fresnos	\$ 0.25	\$ 2.00
San Benito	\$ 0.50	\$ 1.00
McAllen	\$ 0.10	\$ 0.50
Edinburg	\$0.05	\$ 0.50
Brownsville	\$0.10	\$ 1.00
Mission	\$0.05/day up to \$10	\$0.50/day up to \$10
El Paso	\$0.15 (all overdue items)	
Corpus Christi	\$0.25	\$1.00
Victoria	\$0.10 (all overdue items)	
Laredo	\$.35	\$1.00
Sinton	\$0.10/day up to \$1	1.00/day up to \$5

*Last Wed. of every month fines are cleared if items are returned.

*Every day bring food can and fines will be cleared.

*per item per day

Mary Ellen Rodriguez
Circulation Associate
Harlingen Public Library
410 '76 Drive

Harlingen, Texas 78550
(956)216-5830 fax (956)216-5804
<https://harlingenlibrary.org/>

"We are the bridge builders; we make ways where none exist." - HPL Mission Statement

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From: Mary Ellen Rodriguez
Sent: Saturday, July 1, 2023 3:18 PM
To: Edna Leal <eleal@harlingenlibrary.com>
Subject: Late fee schedule

Here is a list of libraries and their fee schedule:

	<u>Overdue Books</u>	<u>Audiovisual</u>
Donna	\$ 0.05	\$ 0.50
Los Fresnos	\$ 0.25	\$ 2.00
San Benito	\$ 0.50	\$ 1.00
McAllen	\$0.10	\$ 0.50
Edinburg	\$0.05	\$ 0.50
Brownsville	\$0.10	\$ 1.00

*per item per day

Mary Ellen Rodriguez
Circulation Associate
Harlingen Public Library
410 '76 Drive
Harlingen, Texas 78550
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"We are the bridge builders; we make ways where none exist." - HPL Mission Statement

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Children Summary

Amount owed by children	\$ 35,882.38
Number of children with fines	3,189
Number of blocked children	2,271

Adult Summary

Amount owed by adults	\$ 86,802.50
Number of adults with fines	7,974
Number of blocked adults	5,740

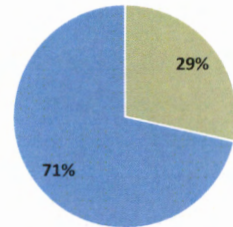
All Patrons Summary

All Outstanding Fines	\$ 122,816.13
Number of fines	11,171
Number of blocked accounts	8,017

Fines Accrued 2021 or Earlier

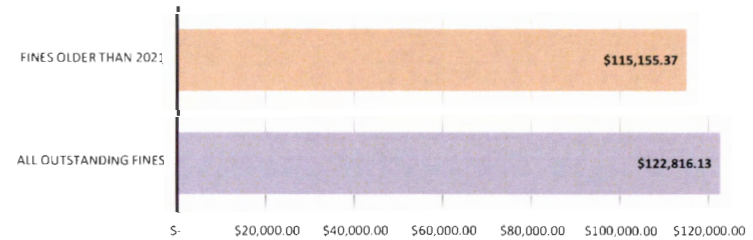
Fines Older than 2021	\$ 115,155.37
Number of patrons	7,478

Proportion of Adult to Child Fines



Number of children with fines ■ Number of adults with fines

Fines Older than 2021 Vs. Total Fines



3L)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 18, 2023**

Agenda Item:

Consideration and possible action to adopt an ordinance on second and final reading amending Chapter 26, Article II Lon C. Hill Library. Attachment (**Library**)

Prepared By: Dauna Campbell, Library Director

Brief Summary:

At its August 28th meeting, the Library Board voted update the Library's section of the City Code of Ordinances. Updates include the following:

- Modernize library terminology and job titles.
- Updating the Library Board's responsibilities to reflect current duties as stated in the Library Advisory Board's Bylaws.
- Update the name of the Library to reflect its current location and known name.
- Removing overdue library fees.
- Clarifying the process for late and lost material processing.

Funding (if applicable):

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

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

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

Staff Recommendation:

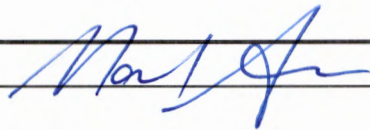
Staff recommends that Commission approve **updates to Chapter 26, Article II.**

City Manager approval:



Comments:

City Attorney's approval:



ARTICLE II. ~~LON C. HILL MEMORIAL~~HARLINGEN PUBLIC LIBRARY

DIVISION 1. GENERALLY

Sec. 26-19. Employees of the library.

All employees of the public library shall be employed and discharged by the ~~eCity m~~Manager under the administrative employment policy of the city.

(Code 1973, § 2-243; Code 1997, § 96.25; Ord. No. 62-25, 12-5-1962)

Sec. 26-20. ~~Librarian~~Library Director; creation; qualification; appointment; powers and duties.

- (a) The ~~office of public librarian~~position of Library Director in and for the city is hereby established and said ~~office position~~ shall be filled by appointment by the ~~eCity m~~Manager.
- (b) The ~~public librarian~~Library Director shall be the executive and administrative head of the Harlingen Public Library System and shall be responsible for the efficient operation, management, and conduct of the library system and the administration of the policies, rules, and regulations and bylaws as promulgated by the city with the advice of the Harlingen Public Library Board.

(Code 1973, §§ 2-244, 2-246; Code 1997, § 96.26(A), (C); Ord. No. 62-19, 11-7-1962)

Secs. 26-21—26-43. Reserved.

DIVISION 2. PUBLIC LIBRARY ADVISORY BOARD

Sec. 26-44. Composition; terms of members; ex officio members.

- (a) The ~~public-Public library~~Library Advisory board-Board shall consist of six appointed members. Each appointee to the board shall be at least 18 years of age and each appointee or the appointee's spouse must be a resident of the city or work or operate a business in the city and be of good moral character and demonstrate an interest in the general welfare of the city. The ~~mayer-Mayor~~ and each of the five ~~city-City commissioners-Commissioners~~ shall appoint one member to the board. The appointed members of the public library board shall serve for a maximum term of three years per appointment, but in no case shall the term of office of a board member exceed the term of office of the ~~mayer-Mayor~~ or ~~commissioner-Commissioner~~ making the appointment. In the event an appointed member of the ~~public-Public library Library Advisory board-Board~~ vacates office during his term, the ~~mayer-Mayor~~ or ~~commissioner-Commissioner~~ making said appointment shall appoint a replacement who shall serve for a term not to exceed the remaining term of office of the ~~mayer-Mayor~~ or ~~commissioner-Commissioner~~ making the replacement appointment.
- (b) In addition to the six appointed members of the board, there shall be 11 ex-officio members of the board, without voting rights, consisting of the ~~mayer-Mayor~~, ~~city-City commissioners-Commissioners~~, the ~~superintendent-Superintendent~~ of the Harlingen Consolidated Independent School District, the ~~librarian~~Library Director of the Harlingen Public Library, the ~~city-City manager-Manager~~, and two high school students selected by the board annually from the Harlingen area who shall serve a term of one year. The six

appointed members of the ~~public~~Public library~~Library Advisory board~~Board shall elect from their membership a chairperson who shall not vote except when necessary to break a tie.

- (c) Each appointee shall continue until a successor is appointed. An appointee shall forfeit his or her office if such appointee fails to attend three consecutive meetings in a calendar year.

(Code 1973, § 2-254; Code 1997, § 96.27; Ord. No. 62-25, 12-5-1962; Ord. No. 83-28, 4-6-1983; Ord. No. 88-59, 10-19-1988; Ord. No. 93-48, 8-4-1993; Ord. No. 06-29, 5-3-2006; Ord. No. 2016-51, § I, 11-2-2016)

Sec. 26-45. Formulation and maintenance of bylaws, rules, and regulations.

The ~~library~~Library Advisory board~~Board~~ shall formulate and maintain such bylaws, rules, and regulations for the conduct of its meetings and its organization and for operation of the public library system as shall be deemed necessary by the public ~~library~~Library Advisory board~~Board~~ for the prompt and efficient conduct of the business of the board and the operation of the public library system.

(Code 1973, § 2-255; Code 1997, § 96.28; Ord. No. 62-25, 12-5-1962)

Sec. 26-46. Responsibility; powers and duties.

- (a) The ~~public~~Public library~~Library Advisory board~~Board shall be responsible to the ~~city~~City commission~~Commission~~ for the efficient and proper operation of the public library system.

- (b) The powers and duties of the ~~p~~Public l~~i~~brary ~~A~~dvisory b~~o~~ard shall be:

- (1) ~~To determine and establish the general policies and program for the operation, conduct and management of the public library system.~~
- (2) ~~Once each year to submit to the city manager a recommended proposed budget for the public library system. All such funds shall be disbursed by the director of finance upon authorization by the public library board in accordance with such budget for the public library system for the ensuing fiscal year.~~
- (3) ~~To approve the disbursement of all funds allocated by the city commission to the public library system; all such funds to be disbursed by the director of finance upon authorization by the public library board in accordance with such budget as shall have been theretofore approved by the city commission.~~
- (4) ~~To accept and receive for use and benefit of the public library system all donations, gifts, and bequests contributed or devised thereto, whether for a special or stated purpose or for the general use of the system, and to approve the disbursement, investment, or expenditure of such funds which shall be deposited in a special memorial fund account of the public library board and disbursed by the library board or city library personnel expressly authorized by such board to make such disbursements. All library desk receipts, book sales, duplicating machine copy sales and other receipts shall be deposited with the city treasurer and recorded in the general fund receipts of the city.~~
- (5) ~~To establish such general rules and regulations governing the use by the public of the public library system.~~
- (6) ~~To submit at least one report annually to the city commission of the activities, work, and operation of the public library system.~~
- (1) Attend all regular, special, and/or called meetings of the Board.
- (2) Make recommendations to the Library Director in preparation of the Library's budget.
- (3) Establish policies concerning the operation and programs of service of the Library.
- (4) Approve the Harlingen Public Library Advisory Board bylaws and amendments.
- (5) Assist and make recommendations for short range and long range goals and objectives of the library and reexamine them regularly.

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- (6) Study the programs and needs of the library in relation to the community by keeping informed on community changes, trends, needs and interests.
 - (7) Make recommendations and approve policies regarding collection management and development and censorship.
 - (8) Help secure additional funding from appropriating agencies and new sources, if necessary, to carry out the library's programs and services.
 - (9) Establish, support, and participate in vital public relations programs for the Library. Become familiar with and aware of the Library's services and promote them to the community.
 - (10) Be available to report to the city commission and the general public on matters related to the Library.
 - (11) Become knowledgeable of public library standards, trends and programs of service and relate ideas which should be incorporated into our program of operation or service.
 - (12) Become knowledgeable about state and national library laws and actively support legislation which would improve library service.
 - (13) Be aware of library user needs and provide for maintenance of the Library's property.
 - (14) Share opinions, plans, and problems and ask for ideas.
 - (15) Be supportive of the public's concerns and its right to information and supportive of intellectual freedom.

(Code 1973, §§ 2-256, 2-257; Code 1997, § 96.29; Ord. No. 62-25, 12-5-1962; Ord. No. 70-19, 4-1-1970)

Secs. 26-47—26-65. Reserved.

DIVISION 3. USE OF LIBRARY AND PUBLIC CONDUCT

Sec. 26-66. Removal of materials from library.

No person shall remove or borrow any books, articles, or library materials from the premises of the ~~Loa-C. Hill Memorial~~ Harlingen Public Library unless and until said removal of books, articles, or materials have been consented to, recorded, and ~~charged- checked~~ out at the circulation desk of said library.

(Code 1973, § 2-258; Code 1997, § 96.01; Ord. No. 84-52, 9-5-1984)

Sec. 26-67. Return of materials required.

It shall be unlawful for any person to retain or fail to return any books, articles, or materials beyond the date designated by the library employee or officer at the time said book, article, or material is removed by consent of the library and ~~charged- checked~~ out to the person removing same at the library or any extensions of time granted ~~in writing~~ by the library.

(Code 1973, § 2-258.1; Code 1997, § 96.02; Ord. No. 84-52, 9-5-1984)

Sec. 26-68. Failure to return materials; notice upon violation; ~~late charge~~.

Any person failing to return any book, article, or other material on or before the date designated as provided in section 26-67, shall have their account blocked until the item is returned. The item will be set to lost after 60- days and the account will be charged the replacement cost of the item plus the cost of processing. be liable for fine or late charge for each day of such retention as provided by the rules and regulations of the Harlingen Public Library Board. If the offending person or borrower of the book, articles, or materials is under 18 years of age, then the parent or guardian of such person shall be notified ~~by certified mail~~ of the default and violation of the provisions of this division. The failure to return the books, articles, or materials ~~within ten days after mailing of~~

~~such notice by certified mail after 60 days~~ shall cause said ~~fine and late charge~~ lost fee plus processing to be assessed against such parent or guardian.

(Code 1973, § 2-258.2; Code 1997, § 96.03; Ord. No. 84-52, 9-5-1984)

Sec. 26-69. Providing false information.

It shall be unlawful for any person to register or furnish a false name or address or to forge or to furnish false identification or card not belonging to said person for the purpose of borrowing or removing any book, article, or material from the ~~Lon C. Hill Memorial~~ Harlingen Public Library.

(Code 1973, § 2-258.3; Code 1997, § 96.04; Ord. No. 84-52, 9-5-1984)

Sec. 26-70. Use of another person's library card.

It shall be unlawful for any person to direct, request, allow, or otherwise permit or allow any other person whatsoever to borrow or use his official ~~Lon C. Hill Memorial~~ Harlingen Public Library Card for the purpose of borrowing any kind or character of library materials owned or under the control of the ~~Lon C. Hill Memorial~~ Harlingen Public Library.

(Code 1973, § 2-258.4; Code 1997, § 96.05; Ord. No. 84-52, 9-5-1984)

Sec. 26-71. Notice of lost or stolen library card required.

It shall be unlawful for any person to fail to give written notice to library personnel at the circulation desk at the ~~Lon C. Hill Memorial~~ Harlingen Public Library within seven calendar days after said person knows or should have known that his official ~~Lon C. Hill Memorial~~ Harlingen Public Library Card has been lost or stolen.

(Code 1973, § 2-258.5; Code 1997, § 96.06; Ord. No. 84-52, 9-5-1984)

~~Sec. 26-72. Failure to return overdue materials upon notification.~~

- (a) ~~It shall be unlawful for any person to fail to return to the circulation desk at the Lon C. Hill Memorial Library any materials of whatever character which are owned or under the control of said library within ten calendar days of the date of mailing of a letter via certified mail, return receipt requested, by the library director or such other person designated by the library director, advising such person that the library materials are more than four weeks overdue and further advising that a complaint will be filed in the Harlingen Municipal Court against such person by the library director or such other employee designated by the library director if such person does not return such materials to the circulation desk of the Lon C. Hill Memorial Library within ten calendar days from the date of mailing of such letter. In the event the borrower of library materials is a minor, the certified mail notice provided for herein shall be mailed to the parents or guardian of said minor and it shall be unlawful for the parent or guardian of such minor to fail to return such library materials to the circulation desk of the Lon C. Hill Memorial Library within ten calendar days of the date of mailing such letter.~~
- (b) ~~In addition to the maximum penalty as provided in section 1-7 for violation of any provisions hereof, any person who fails to return library materials in accordance with this section shall pay an administrative charge as stated in the city fee schedule in chapter 18 to defray the costs of preparation and mailing of the certified mail letters provided for in this section.~~

(Code 1973, § 2-258.6; Code 1997, § 96.07; Ord. No. 84-52, 9-5-1984)

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Sec. 26-~~73~~72. Use of library facilities.

All facilities in the library shall be used for library purposes only. Meeting rooms may be ~~used-rented for nonprofit~~ organizations with the permission of the ~~librarian-Library Director~~ under the condition that the ~~nonprofit~~ organizations observe all rules and regulations governing the use of the meeting rooms.

(Code 1973, § 2-259.5; Code 1997, § 96.08; Ord. No. 84-52, 9-5-1984)

Sec. 26-~~74~~73. Obstruction of free passage or disturbing the peace prohibited.

- (a) It shall be unlawful for any person to obstruct or molest the free passage of other persons in and from said library lands or buildings.
- (b) No person shall, on the library lands or in its building, create or cause to be created a danger or a breach of the peace or whereby a breach of the peace may be occasioned.

(Code 1973, §§ 2-259.1, 2-259.2; Code 1997, § 96.11; Ord. No. 84-52, 9-5-1984)

Sec. 26-~~75~~74. Interference with use of library.

No person shall obstruct, annoy, molest, hinder, or interfere with any person legally enjoying the privileges and use of the library, nor shall such offending person make or cause to be made any loud, disturbing, or offensive noises or remarks (all as determined by a reasonable person) in and upon the grounds and premises of the library.

(Code 1973, § 2-259.3; Code 1997, § 96.12; Ord. No. 84-52, 9-5-1984)

Secs. 26-~~76~~75—26-93. Reserved.

ORDINANCE NO. 23 - _____

AN ORDINANCE AMENDING THE CITY OF HARLINGEN CODE OF ORDINANCES, AS AMENDED, CHAPTER 26 LIBRARIES, ARTS AND CULTURAL AFFAIRS, ARTICLE II; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND ORDAINING OTHER MATTERS PERTAINING TO THE FOREGOING.

BE IT ORDAINED BY THE CITY OF HARLINGEN:

SECTION I: That Chapter 26, Article II, of the Code of Ordinances of the City of Harlingen is hereby repealed and replaced by the following language:

"ARTICLE II. HARLINGEN PUBLIC LIBRARY

DIVISION 1. GENERALLY

Sec. 26-19. Employees of the library.

All employees of the public library shall be employed and discharged by the City Manager under the administrative employment policy of the city.

(Code 1973, § 2-243; Code 1997, § 96.25; Ord. No. 62-25, 12-5-1962)

Sec. 26-20. Library Director; creation; qualification; appointment; powers and duties.

- (a) The position of Library Director in and for the city is hereby established and said position shall be filled by appointment by the City Manager.
- (b) The Library Director shall be the executive and administrative head of the Harlingen Public Library System and shall be responsible for the efficient operation, management, and conduct of the library system and the administration of the policies, rules, and regulations and bylaws as promulgated by the city with the advice of the Harlingen Public Library Advisory Board.

(Code 1973, §§ 2-244, 2-246; Code 1997, § 96.26(A), (C); Ord. No. 62-19, 11-7-1962)

Secs. 26-21—26-43. Reserved.

DIVISION 2. PUBLIC LIBRARY ADVISORY BOARD

Sec. 26-44. Composition; terms of members; ex officio members.

- (a) The Public Library Advisory Board shall consist of six appointed members. Each appointee to the board shall be at least 18 years of age and each appointee or the appointee's spouse must be a resident of the city or work or operate a business in the city and be of good moral character and demonstrate an interest in the general welfare of the city. The Mayor and each of the five City Commissioners shall appoint one member to the board. The appointed members of the public library board shall serve for a maximum term of three years per appointment, but in no case shall the term of office of a board member exceed the term of office of the Mayor or Commissioner making the appointment. In the event an appointed member of the Public Library Advisory Board vacates office during his term, the Mayor or Commissioner making said appointment shall appoint a replacement who shall serve for a term not to exceed the remaining term of office of the Mayor or Commissioner making the replacement appointment.
- (b) In addition to the six appointed members of the board, there shall be 11 ex-officio members of the board, without voting rights, consisting of the Mayor, City Commissioners, the Superintendent of the Harlingen Consolidated Independent School District, Library Director of the Harlingen Public Library, the City Manager, and two high school students selected by the board annually from the Harlingen area who shall serve a term of one year. The six appointed members of the Public Library Advisory Board shall elect from their membership a chairperson who shall not vote except when necessary to break a tie.
- (c) Each appointee shall continue until a successor is appointed. An appointee shall forfeit his or her office if such appointee fails to attend three consecutive meetings in a calendar year.

(Code 1973, § 2-254; Code 1997, § 96.27; Ord. No. 62-25, 12-5-1962; Ord. No. 83-28, 4-6-1983; Ord. No. 88-59, 10-19-1988; Ord. No. 93-48, 8-4-1993; Ord. No. 06-29, 5-3-2006; Ord. No. 2016-51, § I, 11-2-2016)

Sec. 26-45. Formulation and maintenance of bylaws, rules, and regulations.

The Library Advisory Board shall formulate and maintain such bylaws, rules, and regulations for the conduct of its meetings and its organization and for operation of the public library system as shall be deemed necessary by the public Library Advisory Board for the prompt and efficient conduct of the business of the board and the operation of the public library system.

(Code 1973, § 2-255; Code 1997, § 96.28; Ord. No. 62-25, 12-5-1962)

Sec. 26-46. Responsibility; powers and duties.

- (a) The Public Library Advisory Board shall be responsible to the City Commission for the efficient and proper operation of the public library system.
- (b) The powers and duties of the Public Library Advisory Board shall be:
 - (1) Attend all regular, special, and/or called meetings of the Board.
 - (2) Make recommendations to the Library Director in preparation of the Library's budget.
 - (3) Establish policies concerning the operation and programs of service of the Library.
 - (4) Approve the Harlingen Public Library Advisory Board bylaws and amendments.
 - (5) Assist and make recommendations for short range and long-range goals and objectives of the library and reexamine them regularly.
 - (6) Study the programs and needs of the library in relation to the community by keeping informed on community changes, trends, needs and interests.
 - (7) Make recommendations and approve policies regarding collection management and development and censorship.

-
- (8) Help secure additional funding from appropriating agencies and new sources, if necessary, to carry out the library's programs and services.
 - (9) Establish, support, and participate in vital public relations programs for the Library. Become familiar with and aware of the Library's services and promote them to the community.
 - (10) Be available to report to the city commission and the general public on matters related to the Library.
 - (11) Become knowledgeable of public library standards, trends and programs of service and relate ideas which should be incorporated into our program of operation or service.
 - (12) Become knowledgeable about state and national library laws and actively support legislation which would improve library service.
 - (13) Be aware of library user needs and provide for maintenance of the Library's property.
 - (14) Share opinions, plans, and problems and ask for ideas.
 - (15) Be supportive of the public's concerns and its right to information and supportive of intellectual freedom.

(Code 1973, §§ 2-256, 2-257; Code 1997, § 96.29; Ord. No. 62-25, 12-5-1962; Ord. No. 70-19, 4-1-1970)

Secs. 26-47—26-65. Reserved.

DIVISION 3. USE OF LIBRARY AND PUBLIC CONDUCT

Sec. 26-66. Removal of materials from library.

No person shall remove or borrow any books, articles, or library materials from the premises of the Harlingen Public Library unless and until said removal of books, articles, or materials have been consented to, recorded, and checked out at the circulation desk of said library.

(Code 1973, § 2-258; Code 1997, § 96.01; Ord. No. 84-52, 9-5-1984)

Sec. 26-67. Return of materials required.

It shall be unlawful for any person to retain or fail to return any books, articles, or materials beyond the date designated by the library employee or officer at the time said book, article, or material is removed by consent of the library and checked out to the person removing same at the library or any extensions of time granted by the library.

(Code 1973, § 2-258.1; Code 1997, § 96.02; Ord. No. 84-52, 9-5-1984)

Sec. 26-68. Failure to return materials; notice upon violation;.

Any person failing to return any book, article, or other material on or before the date designated as provided in section 26-67, shall have their account placed on hold until the item is returned. The item will be set to lost after 60-days and the account will be charged the replacement cost of the item plus the cost of processing. If the offending person or borrower of the book, articles, or materials is under 18 years of age, then the parent or guardian of such person shall be notified of the default and violation of the provisions of this division. The failure to return the books, articles, or materials after 60-days shall cause said lost fee plus processing to be assessed against such parent or guardian.

(Code 1973, § 2-258.2; Code 1997, § 96.03; Ord. No. 84-52, 9-5-1984)

Sec. 26-69. Providing false information.

It shall be unlawful for any person to register or furnish a false name or address or to forge or to furnish false identification or card not belonging to said person for the purpose of borrowing or removing any book, article, or material from the Harlingen Public Library.

(Code 1973, § 2-258.3; Code 1997, § 96.04; Ord. No. 84-52, 9-5-1984)

Sec. 26-70. Use of another person's library card.

It shall be unlawful for any person to direct, request, allow, or otherwise permit or allow any other person whatsoever to borrow or use his official Harlingen Public Library Card for the purpose of borrowing any kind or character of library materials owned or under the control of the Harlingen Public Library.

(Code 1973, § 2-258.4; Code 1997, § 96.05; Ord. No. 84-52, 9-5-1984)

Sec. 26-71. Notice of lost or stolen library card required.

It shall be unlawful for any person to fail to give written notice to library personnel at the circulation desk at the Harlingen Public Library within seven calendar days after said person knows or should have known that his official Harlingen Public Library Card has been lost or stolen.

(Code 1973, § 2-258.5; Code 1997, § 96.06; Ord. No. 84-52, 9-5-1984)

Sec. 26-72. Use of library facilities.

All facilities in the library shall be used for library purposes only. Meeting rooms may be rented for organizations with the permission of the Library Director under the condition that the organizations observe all rules and regulations governing the use of the meeting rooms.

(Code 1973, § 2-259.5; Code 1997, § 96.08; Ord. No. 84-52, 9-5-1984)

Sec. 26-73. Obstruction of free passage or disturbing the peace prohibited.

- (a) It shall be unlawful for any person to obstruct or molest the free passage of other persons in and from said library lands or buildings.
- (b) No person shall, on the library lands or in its building, create or cause to be created a danger or a breach of the peace or whereby a breach of the peace may be occasioned.

(Code 1973, §§ 2-259.1, 2-259.2; Code 1997, § 96.11; Ord. No. 84-52, 9-5-1984)

Sec. 26-74. Interference with use of library.

No person shall obstruct, annoy, molest, hinder, or interfere with any person legally enjoying the privileges and use of the library, nor shall such offending person make or cause to be made any loud, disturbing, or offensive noises or remarks (all as determined by a reasonable person) in and upon the grounds and premises of the library.

(Code 1973, § 2-259.3; Code 1997, § 96.12; Ord. No. 84-52, 9-5-1984)

Secs. 26-75—26-93. Reserved.”

SECTION II: That all ordinances or parts of ordinances inconsistent or in conflict herewith, to the extent of such inconsistency or conflict, are hereby repealed.

SECTION III: That In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Commission of the City of Harlingen, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part that is declared to be invalid or unconstitutional, whether there be one or more parts.

SECTION IV: This Ordinance shall be in full force and effect from and after its passage as required by law, and it is so ordained.

FINALLY ENACTED this _____ day of _____, 2023, at a regular meeting of the Elective Commission of the City of Harlingen, Cameron County, Texas, at which a quorum was present and which was held in accordance with TEXAS GOVERNMENT CODE, TITLE 5, SUBTITLE A, CHAPTER 551.

CITY OF HARLINGEN

BY: _____
Norma Sepulveda, Mayor

ATTEST:

Amanda C. Elizondo, City Secretary

3c)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 18, 2023**

Agenda Item:

Consideration and possible action to approve a request from the Calvary Christian School requesting to close Williamson Avenue from the stop sign at the corner of Williamson (where it meets 7th Street) going west to the end of the Calvary Christian School (CCS) parking lot on Saturday, October 21, 2023 from 5:00 p.m. to 9:00 p.m. for their Annual Fall Festival. Attachment (**Police**)

Prepared By (Print Name): Michael Kester

Title: Chief of Police

Signature:



Brief Summary:

Andrea Martinez, Calvary PTFA, is requesting to close Williamson Avenue from the stop sign at the corner of Williamson (where it meets 7th Street) going west to the end of the Calvary Christian School parking lot on Saturday, October 21, 2023 from 5:00 p.m. to 8:00 p.m. for their Annual Fall Festival.

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

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

Funding (if applicable):

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

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

Finance Director's approval:

☐ Yes ☐ No ☐ N/A

Staff Recommendation:

Staff recommends approval.



For Street Closures ONLY, Fire Chief's approval:

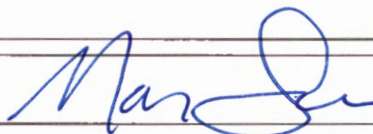
☒ Yes ☐ No ☐ N/A

City Manager's approval:

☐ Yes ☐ No ☐ N/A

Comments:

City Attorney's approval:



☐ Yes ☐ No ☐ N/A



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

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

TO: Chief of Police

DATE: 10/5/23

FROM: Sergio Ruiz #4110

RE: Street Closure Calvary Christian School (10/05/2023)

Requestor: Andrea Martinez (361-720-0503)

Event Date: Saturday, October 21, 2023

Time: 5:00pm-8:00pm

Location: 1815 N. 7th St

Street Closed: Williamson from 7th St to end of property by canal.

The Calvary Christian School will be hosting their Annual Fall Festival on Saturday, October 21, 2023 from 5:00pm to 8:00pm at the school property located at 1815 N. 7th St.

They are requesting a street closure of Williamson Ave. from N. 7th St to the end of the property by the canal bank, to ensure the safety of the public attending the event.

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

Respectfully,

Sergio Ruiz #4110

	SIGNATURE	ID#	DATE
OFFICER / EMPLOYEE	Sergio Ruiz #4110	4110	10/05/23
SERGEANT / SUPERVISOR			
COMMANDER / MANAGER	Chl H	3019	10-5-23
DEPUTY CHIEF			
ASSISTANT CHIEF			
CHIEF OF POLICE			

September 19, 2023

Harlingen Police Department
1018 Fair Park Blvd.
Harlingen, Texas 78550

ATTN: Frances Pena
RE: Partial Road Closure

Calvary Christian School will be hosting its annual Fall Festival event on **Saturday, October 21, 2023 from 5—8 PM** on the Calvary Campus at **1815 N. 7th Street in Harlingen.**

We are asking permission to partially close Williamson Ave. from the stop sign at the corner of Williamson (where it meets 7th Street) going west to the end of the CCS Parking Lot. Below is a map of the area, with the proposed closure highlighted. The request is for the safety of the children attending our event, as much of the festival is set up in the parking lot behind the school.

Should you have any questions, please contact me. Thank you for this consideration.

Respectfully submitted,
Andrea Martinez
Calvary PTFA
(361)720-0503 cell
andrea.garza09@gmail.com



Google Maps

1815 N 7th St
Calvary Fall Festival



Imagery ©2023 Airbus, Maxar Technologies, Texas General Land Office, U.S. Geological Survey, Map data ©2023 Google 100 ft

**AGENDA ITEM
EXECUTIVE SUMMARY**

3d)

Meeting Date: **October 18, 2023**

Agenda Item:

Consideration and possible action to adopt an ordinance on second and final reading for a rezoning request from Not-Designated (N) District to Residential, Multi-Family ("M-2") District for 19.94 acres of land out of Block 28, Petersburg Syndicate Subdivision, located along the west side of Brazil Road, approximately 1,668 feet north of Spur 54.
Applicant: Moore Land Surveying, LLC c/o LS Contractors, LLC

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

Funding (if applicable):

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

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

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

Staff Recommendation:

Staff recommends approval.

Comments:

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

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

ORDINANCE NO. 23-_____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES (ORDINANCE NO. 16-8) OF THE CITY OF HARLINGEN TO: REZONE FROM NON -DESIGNATED DISTRICT (N) TO RESIDENTIAL, MULTI-FAMILY ("M-2") DISTRICT FOR 19.94 ACRES OF LAND OUT OF BLOCK 28, PETERSBURG SYNDICATE SUBDIVISION, LOCATED ALONG THE WEST SIDE OF BRAZIL ROAD, APPROXIMATELY 1,668 FEET NORTH OF SPUR 54.

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

BE IT ORDAINED BY THE CITY OF HARLINGEN

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

Request to rezone from Not-Designated (N) District to Residential, Multi-Family ("M-2") District for 19.94 acres of land out of Block 28, Petersburg Syndicate Subdivision, located along the west side of Brazil Road, approximately 1,668 feet north of Spur 54. Applicant: Moore Land Surveying, LLC c/o LS Contractors, LLC. 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 18th day of October, 2023 at a regular meeting of the Elective Commission of the City of Harlingen, Texas at which a quorum was present and which was held in accordance with TEXAS GOVERNMENT CODE, CHAPTER 551.

CITY OF HARLINGEN

Norma Sepulveda, Mayor

ATTEST:

Amanda C. Elizondo, City Secretary

[illegible]

3e)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 18, 2023**

Agenda Item:

Consideration and possible action to approve an ordinance on second and final reading to abandon and vacate a 15-foot utility easement being a 0.167 acre tract of land out of Lots 10 and 11, Block 1, Madero Subdivision, and consideration and possible action to approve an alternative utility easement being a 0.13 acre tract of land out of Lot 10, Block 1, Madero Subdivision, located on the east side of Dilworth Road approximately 1,130 feet south of Business 83. Applicant: Esteban Ortiz

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

Signature: *Xavier Cervantes*

Funding (if applicable):

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

*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: *[Signature]* ☒ Yes ☐ No ☐ N/A

Comments:

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

ORDINANCE NO. 23-_____

AN ORDINANCE ABANDONING AND VACATING THE 15-FOOT UTILITY EASEMENT, DESCRIBED AS A 0.167 ACRE TRACT OF LAND OUT OF LOTS 10 AND 11, BLOCK 1, MADERO SUBDIVISION, LOCATED ON THE EAST SIDE OF DILWORTH ROAD APPROXIMATELY 1,130 FEET SOUTH OF BUSINESS 83, SUBJECT TO: PROVIDING THE RECORDING INSTRUMENT DEDICATING THE 10-FOOT UTILITY EASEMENT ON THE NORTH AND EAST SIDES OF LOT 10

WHEREAS, a fifteen (15) foot utility easement being a 0.167 acre tract of land out of Lots 10 and 11, Block 1, Madero Subdivision, Cameron County, Texas; and

WHEREAS, a request has been made by Esteban Ortiz, which is the landowner for the subject lot which contains 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 interest of economic development to abandon the utility easement: Now therefore

BE IT ORDAINED BY THE CITY OF HARLINGEN

SECTION I: That the fifteen (15) foot utility easement located between Lots 10 and 11, Block 1, Madero Subdivision Harlingen, Cameron County, Texas, according to the map recorded in Volume 1, Page 1463A of the Map Records of Cameron County, Texas is hereby abandoned and vacated, as described in Exhibit "A".

FINALLY ENACTED this 18th day of October, 2023 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:

Amanda Elizondo, City Secretary

J N H



SURVEYING CO. L.L.C.

September 6, 2023

Metes and bounds description of a 15' Utility Easement (to be abandoned) being a 0.167 acre tract of land out of Lots 10 and 11, Block 1, Madero Subdivision, Cameron County Texas, according to the map thereof recorded in Cabinet 1, Slot 1463-A of the Map Records of Cameron County, Texas, and said 0.167 acre tract being more particularly located and described as follows;

Beginning at a point on east right-of-way line of Dilworth Road, said point being the southwest of Lot 10, and being a corner of the tract herein described;

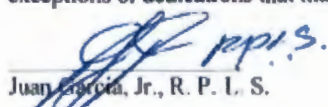
Thence, along the east right-of-way line of Dilworth Road and the west boundary line of said Lot 10, North 00 degrees 38 minutes West, a distance of 7.5 feet to a point, for the northwest corner of this tract;

Thence, leaving the east right-of-way line of Dilworth Road and the west boundary line of said Lot 10, North 89 degrees 22 minutes East, a distance of 485.28 feet to a point on the east boundary line of Lot 10, for the northeast corner of this tract;

Thence, along the east boundary line of said Lot 10 and Lot 11, South 00 degrees 38 minutes East, at 7.5 feet the southeast corner of Lot 10, same being the northeast corner of Lot 11, and at a total distance of 15.00 feet to a point on the east boundary line of Lot 11, for the southeast corner of this tract;

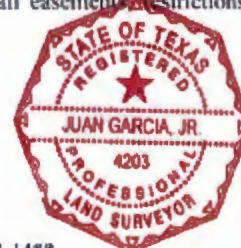
Thence, leaving the east boundary line of said Lot 11, South 89 degrees 22 minutes West, a distance of 485.28 feet to a point on the west boundary line of Lot 11, for the southwest corner of this tract;

Thence, along the east right-of-way line of Dilworth Road and the west boundary line of said Lot 11, North 00 degrees 38 minutes West, a distance of 7.5 feet to the place of beginning, containing 0.167 acre of land more or less, inclusive of any and all easements, restrictions, exceptions or dedications that may be of record.


Juan Garcia, Jr., R. P. L. S.

Reg. No. 4203

1221 E. Tyler
Harlingen, Texas 78550
Phone # (956) 423-1702 Fax # (956) 423-1488
Email: jnhsurveying@yahoo.com



JN-7044A

**AGENDA ITEM
EXECUTIVE SUMMARY**

3f)

Meeting Date: **October 18, 2023**

Agenda Item:

Consideration and possible action to adopt an ordinance on second and final reading amending the City of Harlingen Comprehensive Plan, One Vision, One Harlingen, Chapter 2, Figure 2.1, Thoroughfare Plan, by removing the proposed extension of Hancock Drive as a major collector road south of Primera Road to Wilson Road.
Applicant: City of Harlingen.

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

Signature: *Xavier Cervantes*

Funding (if applicable):

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

*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:

GH

☒ Yes ☐ No ☐ N/A

Comments:

City Attorney's approval:

[Signature]

☒ Yes ☐ No ☐ N/A

ORDINANCE NO. 23-_____

AN ORDINANCE AMENDING THE CITY OF HARLINGEN COMPREHENSIVE PLAN ONE VISION ONE HARLINGEN, CHAPTER 2, FIGURE 2.1 THOROUGHFARE PLAN, BY REMOVING THE PROPOSED EXTENSION OF HANCOCK DRIVE AS A MAJOR COLLECTOR ROAD SOUTH OF PRIMERA ROAD TO WILSON ROAD; PROVIDING FOR PUBLICATION AND ORDAINING OTHER MATTERS RELATED TO THE FOREGOING

BE IT ORDAINED BY THE CITY OF HARLINGEN

SECTION I: The City of Harlingen Comprehensive Plan One Vision One Harlingen, Chapter 2, Figure 2.1 Thoroughfare Plan is hereby amended by removing the proposed extension of Hancock Drive as a major collector road south of Primera Road to Wilson Road as shown on Exhibit "A".

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

FINALLY ENACTED this 18th day of October, 2023, at a regular meeting of the Elective Commission of the City of Harlingen, Texas at which a quorum was present and which was held in accordance with TEXAS GOVERNMENT CODE, CHAPTER 551.

CITY OF HARLINGEN

Norma Sepulveda, Mayor

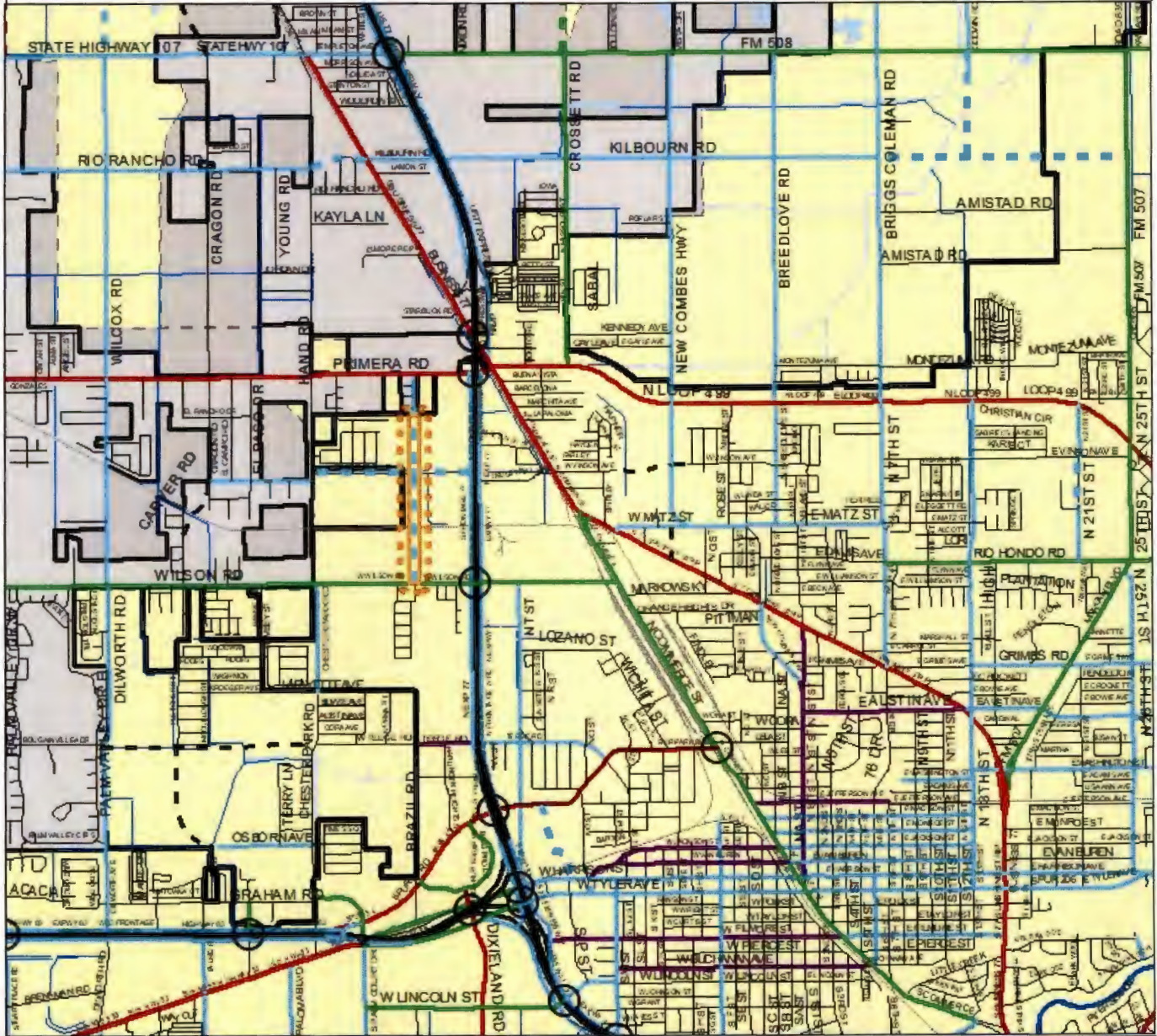
ATTEST:

Amanda Elizondo, City Secretary

"Exhibit A"



Discussion to request to amend the Thoroughfare Plan, a component of the Comprehensive plan, by removing the proposed extension of Hancock Drive south of Primera Road to Wilson Road.



City of Harlingen Long Range Thoroughfare Plan Harlingen's Vision 2020 Comprehensive Plan

Revised 04/28/2013



NOTE:

The Long Range Thoroughfare Plan is the City of Harlingen's general plan for extension and widening of the roads, streets and public highways within the municipality's Corporate Limits and its Extrajurisdictional Jurisdiction. The Plan is a schematic representation of rights-of-way. It is a tool for guiding right-of-way dedications, land subdivisions, and other development actions. Additional rights-of-way may be required at intersections for turning lanes and transitions. The proposed alignments shown on the plan are general locations only, which are subject to modification to local conditions.

* Base Map compiled from map data prepared by Texas Department of Transportation

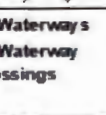
Adopted May 2013

Fig. 4-3

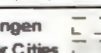
Existing



Proposed



- Freeways / Expressways
- Interchanges / Grade Separations
- Major Arterials (120' ROW)
- Minor Arterials (100' ROW)
- Major Collectors (80' ROW)
- Minor Collectors (80' ROW)
- Local Roadways (50' - 60' ROW)



X:\GIS\Map\Thoroughfare_Map_2013_01038.mxd

**AGENDA ITEM
EXECUTIVE SUMMARY**

39)

Meeting Date: **October 18, 2023**

Agenda Item:

Consideration and possible action to adopt an ordinance on second and final reading amending the code of ordinances Chapter 111, Zoning, Article I, Section 111-1, Definitions, By adding a definition for a solar farm, and Article III, Section 111-62, Use Chart, by establishing a category for a solar farm in the use chart; Providing for publication and ordaining other matters related to the foregoing. Applicant: City of Harlingen.

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

Signature: *Xavier Cervantes*

Funding (if applicable):

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

*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: *lit* ☒ Yes ☐ No ☐ N/A

Comments:

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

ORDINANCE NO. 23-_____

AN ORDINANCE AMENDING THE CITY OF HARLINGEN CODE OF ORDINANCES CHAPTER 111, ZONING, ARTICLE I, SECTION 111-1, DEFINITIONS, BY ADDING A DEFINITION FOR A SOLAR FARM, AND ARTICLE III, SECTION 111-62, USE CHART, BY ESTABLISHING A CATEGORY FOR A SOLAR FARM IN THE USE CHART; PROVIDING FOR PUBLICATION AND ORDAINING OTHER MATTERS RELATED TO THE FOREGOING

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

WHEREAS, The Planning and Zoning Commission has reviewed the proposed amendment and has recommended approval; and

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

WHEREAS, The City Commission of the City of Harlingen finds that it is in the best interests of the citizens of Harlingen to amend the Zoning Code of Ordinances as set forth below;

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

SECTION I: That the City of Harlingen Code of Ordinances, Chapter 111, Zoning, Article I, Section 111-1, Article III, Section 111-62, is hereby amended by adding the language underlined (added) and deleting the language that is stricken through (~~stricken~~) to read in full as follows.

Sec. 111-1 – Definitions

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Any terms not defined within this document shall be considered to have the most commonly acceptable meaning as can be identified in a standard dictionary.

Abutting means lying adjacent or contiguous along a common border.

Accessory building, in a residential district, means a detached subordinate building used for a purpose customarily incidental to the main structure, including, but not limited to, a private garage for automobile storage, greenhouse as a hobby, home workshop, children's playhouse, garden shelter, but not involving the conduct of a business.

Accessory use means a use subordinate to and incidental to the primary use of the main building or to the primary use on the premises.

Adult business means a business whose product or service sales are restricted to adults over age 18 years, including, but not limited to, tattoo parlors and head shops.

Alley means a public space or thoroughfare which affords only secondary means of access to property abutting thereon.

Apartment means a room or suite of rooms in a multifamily dwelling or apartment house arranged, designed or occupied as a place of residence by a single family, individual or group of individuals.

Apartment house means any building, or portion thereof, which is designed, built, rented, leased or let to be occupied as three or more dwelling units or apartments or which is occupied as a home or place of residence by three or more families living in independent dwelling units.

Area of the lot means the net area of the lot including easements, but shall not include portions of streets and alleys.

Assisted living facility means residences for the elderly that provide rooms, meals, personal care, and/or supervision of self-administered medication. The use is similar to a nursing home, but more like apartment living than hospitalization (same as *Group home*).

Bakery, retail, means a place for preparing, baking and selling baked goods and products prepared on the premises.

Bar/lounge means establishments where alcoholic beverages are sold for on-premises consumption. (Note: an establishment that can prove it produces more than 50 percent of its gross income in sales of food items may be classified as a restaurant rather than a bar/lounge.)

Basement means a building story which is partly or wholly underground. A basement shall not be counted as a story in computing building height.

Bed and breakfast means an establishment typically run from an individuals' residence that offers overnight accommodations and a morning meal to visitors for compensation.

Block means an area enclosed by streets and occupied by or intended for buildings; or if it is used as a term of measurement, it shall mean the distance alongside of a street between the nearest two streets which intersect said street on the said side.

Board means the zoning board of adjustment established in article XVI of this chapter.

Boardinghouse means a building other than a hotel, where lodging and meals for five or more persons are served for compensation.

Building means any structure built for the support, shelter and enclosure of persons, animals, chattels or moveable property of any kind. The term "building" means the same as the term "structure."

Building line means a line parallel or approximately parallel to the street line at a specified distance there from marking the minimum distance from the street line that a building may be erected.

Bulk storage means the unpackaged, unbundled, unbound or loose storage, in mass quantities, of materials.

Call center means a central place where customer and other telephone calls are handled by an organization, usually with some amount of computer automation. Typically, a call center has the ability to handle a considerable volume of calls at the same time, to screen calls and forward

them to someone qualified to handle them, and to log calls. Call centers are used by mail-order catalog organizations, telemarketing companies, computer product help desks, and any large organization that uses the telephone to sell or service products and services.

Cellar means a building story with more than one-half its height below the average level of the adjoining ground. A cellar shall not be counted as a story in computing building height (same as *Basement*).

Certificate of occupancy or compliance means an official certificate issued by the city through the enforcing official which indicates a conformance with or approved conditional waiver from the zoning regulations and authorizes a legal use of the premises for which it is issued.

City commissioners means the governing body of the City of Harlingen, Texas.

City manager means the chief city administrator.

Cleaners means a retail service providing dry cleaning of clothes.

Cleaning and dyeing service including carpeting means an industrial use in which products are cleaned and/or dyed through chemical processes. No direct exterior exhaust from a cleaning plant is permitted and dust and/or fumes must be controlled by either bag or filter and separator or precipitator so as to eliminate the exhausting of dust, odor, fumes or noise outside the plant.

Clinic means a group of offices of one or more physicians, surgeons or dentists to treat sick or injured out-patients who do not remain overnight.

College, university or private school means an institution established for educational purposes and offering a curriculum similar to the public schools or an accredited college or university, but excluding trade and commercial schools.

Commercial amusements, outdoor, means activities such as golf driving ranges, pitch and putt courses, archery, miniature golf, carnivals and similar outdoor activities, but not including go-cart racing, drag strips or auto racing.

Condominium, as applied to the ownership of real estate, means a living unit with ownership in common with others of a parcel of land and certain parts of a building thereon which would normally be used by all the occupants, such as yards, foundations, basements, floors, walls, hallways, stairways, elevators and all other related common elements, together with individual ownership in fee of a particular unit or apartment in such building. In this context, it is confined to ownership of a residential unit such as an apartment.

Convalescent home means any structure used for, or customarily occupied by, persons recovering from illness or suffering from infirmities of age.

Court means an open, unoccupied space, bounded on more than two sides by the walls of a building. An inner court is a court entirely surrounded by the exterior walls of a building.

Custom personal service means establishments primarily engaged in providing services involving the care of a person or his personal goods or apparel. Services include, but are not limited to, a tailor shop, shoe repair, health studio or travel consultant.

Day nursery or day care center (adult or children) means an establishment where more than six children or adults are left for care or training during the day or portion thereof. A public or private children day care operated out of a church is a permitted use in any of the designated zoning districts listed for a church in section 111-62, subject to complying with the required off-street parking and loading space listed in article VI of this chapter, and all applicable building, fire and health code requirements. Six or fewer children or adults may be left for care or training during the day, or a portion thereof, in a single-family residential, multifamily residential, and mobile home residential district only if:

- (1) The residential structure maintains a completely residential appearance.

(2) A screening fence is maintained in the rear yard of the property to keep children on the premises.

(3) No sign advertising the service is placed on the residential premises.

Depth of lot means the mean horizontal distance between the front and rear lot lines. (See section 111-580.)

Distribution center means an establishment engaged in the receipt, storage and distribution of goods, products, cargo and materials, including transshipment by boat, rail, air or motor vehicle. The breakdown of large orders from a single source into smaller orders and consolidation of several orders into one large one for distribution to several recipients and vice versa are often part of the function of a distribution center (sometimes overlaps warehouse functions).

District means a section of the City of Harlingen from which the regulations governing the area, height or use of the land and buildings are uniform.

Duplex means a building on a single lot containing two single-family dwelling units totally separated from each other by an unpierced wall extending from ground to roof.

Dwelling, multiple-family, means any building, or portion thereof, which is designed, built, rented, leased or let to be occupied as two or more dwelling units or apartments or which is occupied as a home or residence of two or more families.

Dwelling, one-family, means a detached building having accommodations for and occupied by not more than one family or by one family and not more than four boarders and lodgers.

Dwelling, two-family. Same as *Duplex*.

Dwelling unit means a building or portion of a building which is arranged, occupied or intended to be occupied as living quarters and includes facilities for food preparation and sleeping.

Easement means a right given by the owner of a parcel of land to another person, public agency, or corporation for a specific and limited use of the parcel.

Family means any number of individuals living together as a single housekeeping unit, in which not more than four individuals are unrelated by blood, marriage or adoption.

Farmers market means an organized operation at a designated location used by vendors primarily for the distribution and sale of locally produced agricultural products. Such establishment if located in a residential district must be located on a lot or tract of land no less than five acres.

Farm, ranch, garden or orchard means an area of five acres or more which is used for growing of usual farm products, vegetables, fruits, trees and grains, and for the raising thereon of the usual farm poultry and farm animals such as horses, cattle and sheep, including the necessary accessory uses for raising, treating and storing products raised on the premises, but not including the commercial feeding of offal or garbage to swine or other animals, not including any type of agriculture or husbandry specifically prohibited by ordinance or law, and not including those types or operations generally considered as feedlots.

Floor area means the total square feet of floor space within the outside dimensions of a building, including each floor level, but excluding cellars, carports or garages.

Floor area ratio means an indicated ratio between the number of square feet of total floor area in the main building on a lot and the total square footage of land in the lot; it is the number resulting from dividing the main building floor area by the lot area.

Fourplex. Same as *Quadruplex*.

Furniture and appliance storage, repair and sale, new and used, outside means the unenclosed sale of used goods. (Used furniture and/or appliances may not be stored, repaired, displayed nor sold outside of a building in general retail zone.)

Garden/patio home, subject to the use chart in section 111-62, means a garden or patio home is a single-family dwelling unit in which one wall may be erected to one common property line; said wall can have no penetration of any kind, including, but not limited to, openings for windows, doors, ventilators, clothes dryer vents, water heaters, pressure discharge pipes, electrical circuits and apparatus, and shall be constructed and maintained to a fire resistance rating as required by the latest building and/or fire codes adopted by the city. No garden or patio home, or part thereof, shall encroach into a restricted area as defined in section 40-101.

Greenhouse, nursery for retail. The display of plants offered for sale must be behind the front yard line established in the district in which the nursery or greenhouse is located.

Group home. See *Assisted living facility*.

Halfway house (or "*Residential reentry center*") means a residential facility as provided by Chapter 508 of the Texas Government Code, and used by the State of Texas Pardons and Paroles Division, to divert from housing in regular units of the institutional division suitable low-risk inmates and other inmates who would benefit from a smoother transaction from incarceration to supervised release.

Height means the vertical distance of a building measured from the average established grade at the street line or from the average natural front yard ground level, whichever is higher, to:

- (1) The highest point of the roofs surface;
- (2) The deck line of mansard roofs; or
- (3) The mean height level between eaves and ridge for hip and gable roofs and, in any event, excluding chimneys, cooling towers, elevator bulkheads, penthouses, tanks, water towers, radio towers, ornamental cupolas, domes or spires, and parapet walls not exceeding ten feet in height.

If the street grade has not been officially established, the average front yard grade shall be used for a base level.

Historically significant building, through the review and approval of a special use permit (SUP) application for a bed and breakfast use, means a building determined by the city commission to be historically significant based on any of the following criteria:

- (1) The building is listed or is found to be eligible for listing on the National Register of Historic Places;
- (2) The building is listed or is found to be eligible for listing as a Recorded Texas Historical Landmark, a state archeological landmark, or a state historical marker; or
- (3) The building, in whole or in part, was built 50 or more years prior to the date the subject SUP application is submitted to the city.

Home occupations means an occupation customarily carried on in the home by a member of the occupant's family, without the employment of additional persons, without the use of a sign to advertise the occupation, without offering any goods for sale on the premises and which does not create obnoxious noise or other obnoxious conditions to abutting residential property, such as odor, increased traffic congestion, light or smoke.

Hospital/nursing home means an institution where sick or injured patients are given medical or surgical treatment for a temporary or extended period of time and which is licensed by the State of Texas.

Household appliance service and repair means a repair service including items such as radio and television, but not involving the use of equipment which generates noise, odor or electrical frequencies so as to interfere with the use and enjoyment of adjacent property.

Industrial manufacturing, light, means operations which do not emit detectable dust, odor, smoke, gas or fumes beyond the bounding property lines of the lot or tract upon which the use is located and which do not generate noise or vibration at the boundary of the LI District which is generally perceptible in frequency or pressure above the ambient level of noise in the adjacent areas. Light industrial manufacturing operations of any type which meet the general conditions set forth above and which are not offensive by the reason of the emission of noise, odor, smoke, gas, fumes, dust, glare or the creation of hazard, but specifically excluding the following uses:

- (1) Animal feedlots;
- (2) Animal slaughtering or chicken killing;
- (3) Acid manufacture;
- (4) Ammonia manufacture;
- (5) Automobile wrecking yard;
- (6) Carbon black manufacture;
- (7) Cement, lime gypsum or plaster of Paris manufacture;
- (8) Chlorine manufacture;
- (9) Cotton gin or compress;
- (10) Explosives storage or manufacture;
- (11) Glue and fertilizer manufacture;
- (12) Petroleum and petroleum products refining and manufacture;
- (13) Petroleum tank farm;
- (14) Petrochemical plant;
- (15) Rendering plant; and
- (16) Any use which due to the possible emission of excessive smoke, noise, gas, fumes, dust, odor or vibration or danger of explosion or fire is presently or in the future is determined a hazard and subject to special control.

Industry, other, means any manufacturing or industrial use not prohibited by law, except those uses listed in the definition of light industrial manufacturing, which shall not be permitted without a special use permit as set forth in section 111-62.

Kennel means any lot or premises on which four or more animals, four months of age or older are kept temporarily or permanently for the purpose of training, breeding, boarding or for sale.

Laundromat, including self-service dry cleaning, means clothes cleaning facility of a similar type customarily found in the home and of the customer self-service type and not a commercial laundry or cleaning plant.

Living unit means the rooms occupied by a family and must include cooking and bathroom facilities.

Lodginghouse means a building where lodging for five or more persons is provided for compensation.

Lot means land occupied or to be occupied by a building and its accessory buildings, and including such open spaces as required under this chapter, and having its principal frontage upon a public street. The term "lot" means the same as the term "plot" or "parcel."

Lot coverage means the percentage of the total area of a lot occupied by the footprint (first story of floor) of buildings located on the lot and including any impervious surfaces such as asphalt or concrete.

Lot depth means the mean distance between the front and rear lot lines. (See section 111-580.)

Lot lines means the lines bounding a lot as defined herein.

Lot of record means a lot which is part of a subdivision, the plat of which has been recorded in the office of the county clerk or a parcel of land, the deed for which is recorded in the office of the county clerk prior to the adoption of the ordinance from which this chapter is derived.

Lot width means the width of a lot at the front building line. (See section 111-580.)

Main building means the building on a lot which are occupied by the primary user.

Mini-storage units means a structure containing separate, individual, and private storage spaces of varying sizes, leased or rented on individual leases generally for storage of items.

Mobile home means a structure for primary purposes of dwelling occupancy and so equipped as to be transportable as constructed (refer to *Manufactured home ordinance*).

Mobile vendor means a vendor whose wares are set up temporarily on an occupied property whose owner has agreed in writing to allow access to bathroom facilities and parking as required by the business generated by the mobile vendor. A vendor shall be considered "mobile" if the structure used to vend goods and/or services from is capable of being removed from the site on a daily basis. A snow cone stand used seasonally, which is not built on-site, may be considered mobile if it contains provisions such as wheels or a hitch by which to remove the structure. Tent structures used for temporary or seasonal sales shall also be included.

Motel means an inn or group of cabins designed for occupancy by paying guests; a hotel.

Multifamily dwellings. Same as *Dwelling, multifamily*.

Neighborhood club (private) means quarters for a private neighborhood organization made up of residents of a specific area and may include social and recreational facilities for members only.

Noise, ambient level, means the general pressure and frequency level of noise in the vicinity of the premises on which a use is located, including traffic noise from nearby streets.

Nonconforming use means a building, structure or use of land lawfully occupied at the time of the effective date of the ordinance from which this chapter is derived, or amendments thereto, which does not conform to the use regulations of the district in which it is situated and has been occupied continuously without interruption or intent of discontinuation.

Occupancy means the use or intended use of the land or buildings by proprietors or tenants.

Open air business means any business, including, but not limited to, an auto mechanic use, that might be established without a formal building structure. (At a minimum, sanitary concerns must be addressed for workers of the business.)

Open space means area included in any side, rear or front yard or any unoccupied space on the lot that is open and unobstructed to the sky except for the ordinary projections of cornices, eaves and porches.

Outdoor music establishment means an entity (structure or building) including businesses and non-businesses which include or initiate musical broadcasting or entertainment or amplified sound, music or spoken word or any sound, that goes beyond the confines of an enclosed building, or which can be heard beyond the building's property line even though the music, spoken word or sound is played, spoken or broadcast from inside the building.

Parking space means an area on a lot sufficient in size to store an automobile not less than nine feet wide and 20 feet long connected either to a public street or alley by a driveway no less than ten feet wide or directly adjacent to a public alley and so arranged as to permit ingress and egress of the automobile at all times without moving any other automobile. The parking spaces, connecting driveways and public alley adjacent to the parking spaces for all businesses and residential uses shall be of asphalt or concrete surface.

Pharmacy means an establishment having at least one licensed pharmacist as owner or employee which fills prescriptions on the premises for sale, and additionally sells non-prescription drugs, medicines and medical supplies.

Planned development district. The city commission of the City of Harlingen, Texas, after public hearing and proper notice to all parties affected and after recommendation from the city planning and zoning commission, may authorize the creation of planned development districts of a designated size, permitting, but not limited to, the following uses: shopping centers, residential developments, neighborhood services, medical centers, hospital, civic centers, community centers, office centers, recreation centers, industrial centers, or any combination thereof.

Planning and zoning commission means the agency appointed by the city commission as an advisory body to it and which is authorized to recommend changes in the zoning and approved platting.

Portable building means a structure that was built off site and moved to a lot, tract, or a piece of land for use as storage or commercial use, and/or that does not have a concrete slab or a perimeter beam with footings, and is not habitable according to the housing code. All portable buildings shall be anchored.

Private garage means an accessory building housing vehicles owned and used by occupants of the main building; if occupied by vehicles of others, it is a storage space.

Quadruplex means four attached dwellings in one building in which each unit has two open space exposures and shares one or two walls with adjoining units.

Railroad, track and right-of-way does not include railroad stations, sidings, team tracks, loading facilities, docks, yard or maintenance areas.

Recycling center means a business which collects, packages, and ships recyclable material.

Residence. Same as *Dwelling*.

Residential zone means any lot or tract zoned with the designation of R-1, R-2, M-1, M-2, or MH primarily intended for residential living in single-family homes, duplexes, multi-unit residences, townhouses, condominiums, garden or patio homes or mobile homes.

Restaurant means any place where food is prepared and provided that is intended for service as individual portions. If a restaurant has a permit to sell alcoholic beverages for on-premises consumption as a secondary source of income, it will not be considered a bar/lounge. Whenever the City of Harlingen receives a complaint or has reasonable suspicion that a violation of this section exists, it may require any establishment serving alcoholic beverages as a secondary use to provide the city, within 30 days of notification, a verified audit for each quarter of the calendar year, showing the gross income derived from the sale of food and alcoholic beverages.

Retail store and shop means service offering all types of goods for sale from within the store and only new merchandise shall be permitted in an outside display on a temporary basis (maximum two-week period biannually). Goods which are made and sold for outdoor use (i.e., lawn furniture, playground equipment, plants, etc.) shall be permitted in an outside display on a permanent basis.

Room means a building or portion of a building which is arranged, occupied or intended to be occupied as living or sleeping quarters which may include toilet and/or cooking facilities.

Roominghouse. Same as *Lodginghouse*.

Setback means distance between the lot line and the outermost building wall or post.

Sexually oriented business means a massage establishment, nude studio, nude or partially nude dancing establishment, nude modeling studio, love parlor, adult bookstore, adult movie theater, adult video arcade, adult movie arcade, adult video store, adult motel, or any other commercial enterprise of which the primary business is the offering of a service or the selling, renting, or exhibiting of devices or any other items intended to provide sexual stimulation or sexual gratification to the customer. Evidence that a motel offers a sleeping room for rent for a period of time that is less than ten hours shall be prima facie evidence that such motel is an "adult motel" as this term is used herein.

Sign means an outdoor advertising that is a structure or that is attached to or painted on a building or that is leaned against a structure for display on a premise.

Sign, business or pole, means those signs solely for the purpose of identifying and advertising the use or business on the property on which the sign is located.

Sign, church, schools and temporary, means name plates and bulletin boards for apartment houses, schools and churches, but not exceeding 32 square feet in area and not of a flashing, intermittent, revolving or similarly light type, also temporary signs pertaining to the sale or rental of property not exceeding 20 square feet in area and advertising property only for a use for which it is legally zoned.

Solar Farm, means a large scale solar installation where photovoltaic (PV) panels, referred to as solar panels or other means of collecting solar energy, like concentrating solar system are used to harvest the sun's power.

Storage building means a building (including saf-t-box or mobile-mini containers) primarily for the use or storage of goods and/or provisions not including hazardous chemicals or dangerous materials such as dynamite, etc.

Storage warehouse means a building used primarily for the storage of goods and materials by the owner of the goods, or operated for a specific commercial establishment or group of establishments in a particular industrial or economic field.

Story means the height between the successive floors of a building or from the top floor to the roof (or ten feet if no physical floors are established such as in the case of a cellular tower).

Street means any thoroughfare or public driveway, other than an alley, 30 feet or more in width, which has been dedicated or deeded to the public for public use.

Street line means a dividing line between a lot, tract or parcel of land and a contiguous street; also called the right-of-way line.

Structural alterations means any change in the supporting member of a building such as a bearing wall, column, beams or girders.

Structure. Same as *Building*.

Sun screen means a screen type wall constructed of masonry and/or cedar or redwood of sufficient strength to support said wall in a straight and unbroken condition. Said wall may be so constructed as to permit passage of reasonable current of air and/or light but adequate to shield the activity from the sight of occupants of adjacent property.

Temporary field offices means portable building or temporary building used as field office for a real estate development or construction project and subject to removal at the direction of chief building official.

Tennis or swim club means a private residential club with restricted membership, usually of less area than a country club, but including a clubhouse and swimming pool, tennis courts and similar recreational facilities, none of which are available to the general public.

Thoroughfare. Same as *Street*.

Towing, wrecking or wrecked vehicle storage service means a service to tow motor vehicles which cannot be moved under their own power, such business shall include vehicle storage lot to store motor vehicles involved in accidents which cannot otherwise move under their own power. In no event shall any single stored vehicle remain on such storage lot for a period in excess of 90 days. No wrecking, salvage dismantling or sales of used auto parts shall be conducted from towing or wrecker service premises, or from the premises on which such vehicles are stored. Additionally, should any such vehicles remain on such lot for a period in excess of 90 days, such lot shall be deemed to be a "wrecking and salvage yard" under the provisions of this chapter.

Townhouse means a single-family dwelling unit in which the building and/or walls may be erected to or on property line on the front, rear, and sides, in which the building has no opened space except a patio inside the walls and which is erected for the specific purpose of providing a location for inside living. Townhouses shall be built in a series or group of attached units with property lines separating such units. The common wall shall be constructed as set out in the International Building Code, as adopted and amended by the city, regarding separation between townhouses. No townhouse, or part thereof, shall encroach into a restricted area as defined in section 40-101.

Trailer park means an area designated, arranged or used for the parking or storing of two or more travel trailers which are occupied or intended for occupancy as living quarters by individuals or families.

Travel trailer (recreational vehicle) means a trailer equipped to be transported and used for temporary occupancy; in size not to exceed eight feet in width and not to exceed 40 feet in length.

Triplex means a building containing three dwelling units, each of which has direct access to the outside or to a common hall.

Wrecking and salvage yard means any property on which wrecking, salvage, dismantling or sales of used auto parts shall be conducted from towing or wrecker service premises, or from the premises on which such vehicles are stored; a yard on which inoperable vehicles remain for a period in excess of 90 days.

Yard means an open space other than a court, on the lot in which a building is situated and which is not obstructed from a point 30 inches above the general ground level of the graded lot to the sky, except as provided for roof overhang and similar special architectural features.

Yard, front, means an open, unoccupied space on a lot facing a street extending across the front of the lot between the side lot lines and from the main building to the front lot or street line and the main building as specified for the district in which it is located. (See section 111-580.)

Yard, rear, means an open, unoccupied space, except for accessory buildings as herein permitted, extending across the rear of a lot from one side lot line to the other side lot line and having a depth between the building and rear lot line as specified in the district in which the lot is situated. (See section 111-580.)

Yard, side, means an open, unoccupied space on one or two sides of a main building and on the same lot with the building, situated between the building and a side line of the lot and extending through from the front lot line. (See section 111-580.)

Zoning map, City of Harlingen, means the official certified map upon which the boundaries of the various zoning districts are drawn and which is an integral part of this chapter. (Code 1997, § 159.003; Ord. No. 74-36, 11-20-1974; Ord. of 10-20-1993; Ord. No. 97-35, 7-2-1997; Ord. No. 99-66, 10-20-1999; Ord. No. 00-89, 11-1-2000; Ord. No. 01-16, 2-21-2001; Ord. No.

02-39, 5-1-2002; Ord. No. 03-31, 5-21-2003; Ord. No. 05-11, 3-16-2005; Ord. No. 07-27, 4-18-2007; Ord. No. 08-29, 4-2-2008; Ord. No. 12-14, § I, 3-7-2012; Ord. No. 14-33, § I, 9-3-2014)

Sec. 111-62. - Use chart; allowable uses by zone.

This section contains a chart of permissible land uses by zone. If you want to open a specific type of business look for that use in the uses listed in the left hand column. Once the use is located, follow the line across to the right to determine which zoning designations it is allowed in by right (designated by an "x"), which it is allowed in with a special use permit (designated by an "s"), or if it is not allowed in a zone (no mark present). If you do not find your use listed, check with the department of planning and development, it may be under a general classification category. Similarly, if you own a piece of property and you know what it is zoned, you can determine what uses are allowed by following the column under your zoning category (e.g. R-1, M-2, MH. . .) to determine which uses are allowed by right or with a special use permit.

Legend			
X	Permitted by right	□	Not allowed
S	Special use permit required	*	Storage purposes only
1	Requires site plan approval	^	Only on tracts 5 acres or more

USE TABLE

	Zoning District												
	N	R1	R2	M1	M2	MH	PD ¹	O	NS	GR	LI	HI	RPH
Residential Uses													
One-family dwelling	^	x	x	x	x	x	x ¹	x	x	x			x
Two-family dwelling/duplex			x	x	x	x	x ¹	x	x	x			x
Three-family dwelling/triplex				x	x	x	x ¹	x	x	x			
Four-family dwelling/quadruplex				x	x	x	x ¹	x	x	x			
Multifamily and apartments					x	x	x ¹	x	x	x			
Mobile home/manufactured homes						x	x ¹						
Recreational vehicles		*	*	*	*	x	x ¹	*	*	*	x	x	*
Garden home/patio homes		s	s	s	x	x	x ¹	x	x	x			x
Townhouses		s	s	s	x	x	x ¹	x	x	x			s
Condominium		s	s	s	x	x	x ¹	x	x	x			s
Institutional and Open Space Uses													
Airport	s				s	s	x ¹	s	s	s	s	s	
Assisted living facility/group home		s	s	x	x		x ¹	x	x	x	s		s
Church		x	x	x	x	x	x ¹	x	x	x	x	s	x

	N	R1	R2	M1	M2	MH	PD ¹	O	NS	GR	LI	HI	RPH
Community center		s	s	s	s	s	x ¹		x	x	x	x	s
Community residential facility				s	s					s	s		
Convent		s	s	s	x	x	x ¹	x	x	x	x		s
Country club with golf course		x	x	x	x	x	x ¹	x	x	x	x	x	x
Kindergarten school		s	s	s	s	s	x ¹	x	x	x	s		s
Fairgrounds/exhibition area							x ¹	s	s	x	x	x	
Farm/ranch/orchard/garden	x	x	x	x	x	x	x ¹	x	x	x	x	x	x
Fraternity/sorority/civic lodge					s		x ¹	x	x	x	s		
Golf driving range							x ¹			x	x		
Halfway House				s	s					s	s		
Hospital					s	s	x ¹	x	x	x	s		
Nursing home					s	s	x ¹	x	x	x	s		
Open air business							x ¹			s	s	s	
Park/playground/golf course	x	x	x	x	x	x	x ¹	x	x	x	x	x	
School, college or university		s	s	s	s	s	x ¹	x	x	x	x		s
School, public, private or parochial		s	s	s	s	s	x ¹	x	x	x	x		s
Schools, trade and commercial							x ¹			x	x	x	
Sober living house		s	s	s	s			s	s	s	s		s
Tennis and/or swim club		s	s	s	s	x	x ¹	x	x	x	s		s
Utility/Service Uses													
Electrical substation	x				s	s	x ¹	x	x	x	x	x	
Fire station/police station	s	s	s	s	s	s	x ¹	x	x	x	x	x	
Radio/TV, or microwave tower					s	s	x ¹	s	s	x	x	x	
Railroad tracks and R.O.W.	s	s	s	s	s	s	x ¹	s	s	s	x	x	s
Sewage pump station	x	s	s	s	s	s	x ¹	x	x	x	x	x	s
<u>Solar Farm</u>										<u>s</u>	<u>s</u>	<u>s</u>	
Telephone line exchange building					x	x	x ¹	x	x	x	x	x	

	N	R1	R2	M1	M2	MH	PD ¹	O	NS	GR	LI	HI	R P H
Accessory and Incidental Uses													
Accessory buildings		x	x	x	x	x	x ¹	x	x	x	x	x	x
Field offices, temporary	x	x	x	x	x	x	x ¹	x	x	x	x	x	x
Home occupations		x	x	x	x	x	x ¹	x	x	x	x	x	x
Portable building less than 144 square feet		x	x	x	x	x	x ¹	s		s	s	s	x
Portable building greater than 144 square feet		s	s	s	s	s	x ¹	s		s	s	s	s
Signs/general		x	x	x	x	x	x ¹	x	x	x	x	x	x
Signs/billboards							x ¹			x	x	x	
Signs, business and pole signs						x	x ¹	x	x	x	x	x	
Storage building less than 144 square feet		x	x	x	x	x	x ¹	s		s	s	s	x
Storage building greater than 144 square feet		s	s	s	s	s	x ¹	s		s	s	s	s
Swimming pool		x	x	x	x	x	x ¹	x	x	x	x	x	x
Automobile and Machinery Type Uses													
Auto paint and rebuild							x ¹			x	x	x	
Auto parking lot	*				s		x ¹	x	x	x	x	x	
Auto sales and repair							x ¹			x	x	x	
Carwash							x ¹			x	x	x	
Drag strip or commercial racing							x ¹				x	x	
Farm equipment sales							x ¹			x	x	x	
Gasoline station							x ¹	s	x	x	x	x	
Heavy machinery, sales and storage							x ¹			x	x	x	
Mobile home sales							x ¹			x	x	x	
Mobile home repairs							x ¹				x	x	
New and used car lot							x ¹			x	x	x	
New auto parts							x ¹			x	x	x	
Taxi stand							x ¹			x	x	x	

Trailer rental/sales							x ¹			x	x	x	
Truck parking lot							x ¹			x	x	x	
	N	R1	R2	M1	M2	MH	PD ¹	O	NS	GR	LI	HI	R P H
Towing, wrecked vehicle storage							x ¹				x	x	
Used auto parts							x ¹				x	x	
Wrecking and salvage yard							x ¹				s	s	
Retail and Service Type Uses													
Adult business							x ¹			s	x	x	
Air condition contractor							x ¹			x	x	x	
Antique shop							x ¹	s	x	x	x	x	
Auction house, inside							x ¹			x	x	x	
Auction house, outside							x ¹				x	x	
Bakery, retail sales							x ¹	x	x	x	x	x	
Bank, office only							x ¹	x	s	x	x	x	
Bank, with drive-through window							x ¹	s		x	x	x	
Bars/lounges							s	s		s	s	s	
Beauty shop/barbershop							x ¹	x		x	x	x	
Bed and breakfast		s	s	s	x		x ¹	s	s	x			s
Bowling alley							x ¹			x	x	x	
Building material sales							x ¹			x	x	x	
Cabinet or upholstery shop							x ¹			x	x	x	
Cafeteria							x ¹			x	x		
Call center							x ¹	S		x	x	x	
Candy or cake						x ¹		x	x	x	x		
Carpet cleaning business							x ¹			x	x	x	
Cleaning, dyeing plant, commercial							x ¹				x	x	
Cleaning, dyeing and pickup shop							x ¹			x	x	x	
Commercial amusements, indoor							x ¹			x	x	x	
Commercial amusements, outdoor							x ¹			s	x	x	
Contractor, electric							x ¹			x	x	x	

Contractor/shop, plumbing							x ¹			S	X	X	
Contractor shop and storage yard							x ¹				X	X	
	N	R1	R2	M1	M2	MH	PD ¹	O	NS	GR	LI	HI	R P H
Custom personal service shop							x ¹	X	X	X	X		
Dance/reception							x ¹			X	X	X	
Dance/reception hall (alcohol permitted)							x ¹			S	X	X	
Day nursery/day care center (adult or child)							x ¹	X	X	X	S		
Drapery shop							x ¹		X	X	X		
Drive-in theater							x ¹			S	X	X	
Engine/motor repair							x ¹			X	X	X	
Farmers market		S											
Feed store							x ¹			X	X	X	
Florist/garden shop							x ¹	X	X	X	X		
Food Truck Park								S	S	S	S	S	
Furniture/appliance storage, repair and/or sale (used, outside)							x ¹				X	X	
Greenhouse or nursery, retail							x ¹			X	X	X	
Handicraft shop							x ¹			X	X	X	
Hotel/motel						X	x ¹	S		X	X	X	
Household appliance service/repair							x ¹		X	X	X	X	
Job printing							x ¹			X	X	X	
Laundry plant							x ¹			X	X	X	
Mini-storage units							x ¹			X	X	X	
Pet shop							x ¹			X	X		
Pharmacy							x ¹	X	X	X	X		
Mortuary							x ¹			X	X	X	
Neighborhood club		S	S	S	S	S	x ¹	S	X	X	X	X	S
Newspaper printing							x ¹			X	X	X	
Offices,							x ¹	X	X	X	X	X	

professional/administrative													
Outdoor music establishment							x ¹			s	x	x	
RR team track/passenger station							x ¹			x	x	x	
	N	R1	R2	M1	M2	MH	PD ¹	O	NS	GR	LI	HI	R P H
Recycling center, ferrous							x ¹				s	x	
Recycling center, non-ferrous							x ¹			s	x	x	
Restaurant with drive-in service							x ¹			x	x	x	
Restaurant without drive-in							x ¹	s		x	x	x	
Retail shops and stores							x ¹		s	x	x	x	
Scientific and research lab							x ¹			s	x	x	
Sexually oriented business							s			s	s	s	
Stationery/letter/office supplies shop							x ¹	x	x	x	x	x	
Storage warehouse							x ¹			s	x	x	
Photography/art/music studio							x ¹	x	s	x	x	x	
Radio/TV studio							x ¹			x	x	x	
Tortilla factory							x ¹		s	x	x	x	
Vet, clinics and kennels							x ¹			x	x	x	
Welding shop							x ¹			x	x	x	
Industrial uses													
Aboveground petroleum storage tank							x ¹			s	x	x	
Bulk storage in the open of scrap or used materials							x ¹					s	
Distribution center							x ¹			s	x	x	
Light industry manufacturing							x ¹			s	x	x	

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

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

FINALLY ENACTED this 18th day of October, 2023, at a regular meeting of the Elective Commission of the City of Harlingen, Texas at which a quorum was present and which was held in accordance with TEXAS GOVERNMENT CODE, CHAPTER 551.

CITY OF HARLINGEN

Norma Sepulveda, Mayor

ATTEST:

Amanda C. Elizondo, City Secretary

3h)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 18, 2023**

Agenda Item:

Consideration and possible action to approve a request from Cindy Lerma, a citizen, to close West Liberty Street from South Dakota Street to the alleyway behind the property at 1102 South Dakota on Saturday, October 28, 2023 from 5:00 p.m. to 11:59 p.m. for her father's 82nd birthday celebration event. Attachment (Police)

Prepared By (Print Name): Michael Kester

Title: Chief of Police

Signature:



Brief Summary:

Cindy Lerma, a citizen, is requesting to close West Liberty Street from South Dakota Street to the alleyway behind the property at 1102 South Dakota Street on Saturday, October 28, 2023 from 5:00 p.m. to 11:59 p.m. for her father's 82nd birthday celebration event. The flow of traffic will not be affected by the closure due to other routes available in the area.

The street closure will facilitate safety of the attendees.

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

Funding (if applicable):

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

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

N/A

Finance Director's approval:

☐ Yes ☐ No ☐ N/A

Staff Recommendation:

For Street Closures ONLY, Fire Chief's approval:

☒ Yes ☐ No ☐ N/A

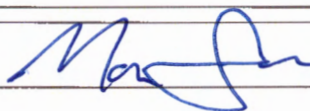
City Manager's approval:



☒ Yes ☐ No ☐ N/A

Comments:

City Attorney's approval:



☒ Yes ☐ No ☐ N/A



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

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

TO: Chief of Police

DATE: 10/6/23

FROM: Sergio Ruiz #4110

RE: Street Closure Lerma Family Reunion (10/06/2023)

Requestor: Cindy Lerma 956-244-7765

Event Date: Saturday, October 28, 2023

Time: 5:00pm- 12:00am

Location: 1102 S. Dakota

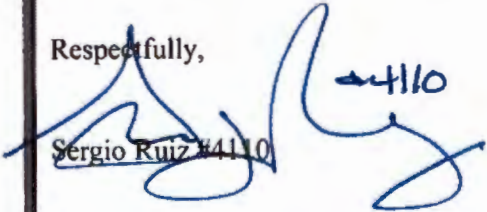
Street Closed: W. Liberty to alleyway behind 1102 S. Dakota.

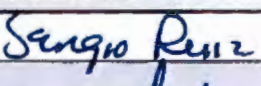
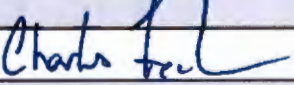
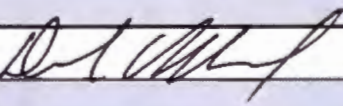
Mrs. Cindy Lerma is requesting a street closure for a family reunion they are having for their father's birthday. Neighbors in the area are aware and have no objections to the closure.

The street that will be closed is W. Liberty from S. Dakota to the alleyway behind the property at 1102 S. Dakota. The flow of traffic will not be affected by the closure, due to other ways around the area.

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

Respectfully,

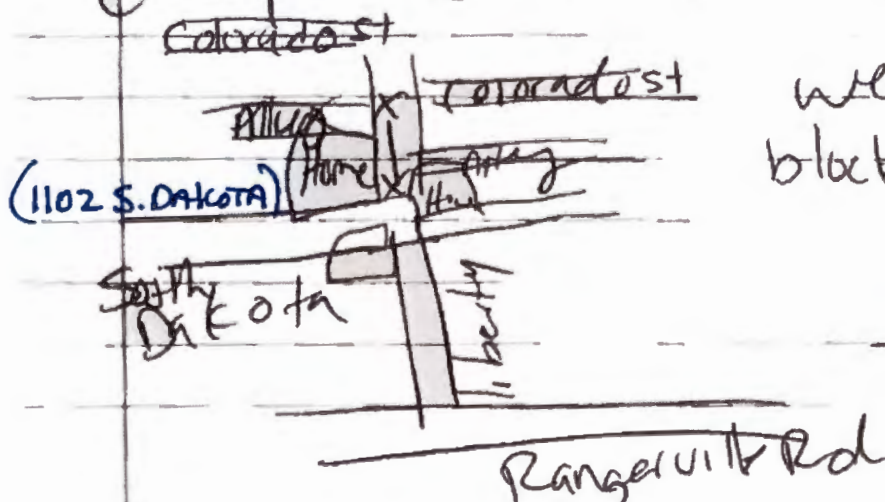

Sergio Ruiz #4110

	SIGNATURE	ID#	DATE
OFFICER / EMPLOYEE		#4110	10/06/23
SERGEANT / SUPERVISOR			
COMMANDER / MANAGER		3019	10-06-23
DEPUTY CHIEF			
ASSISTANT CHIEF		2925	10-6-23
CHIEF OF POLICE			

Chief of Police

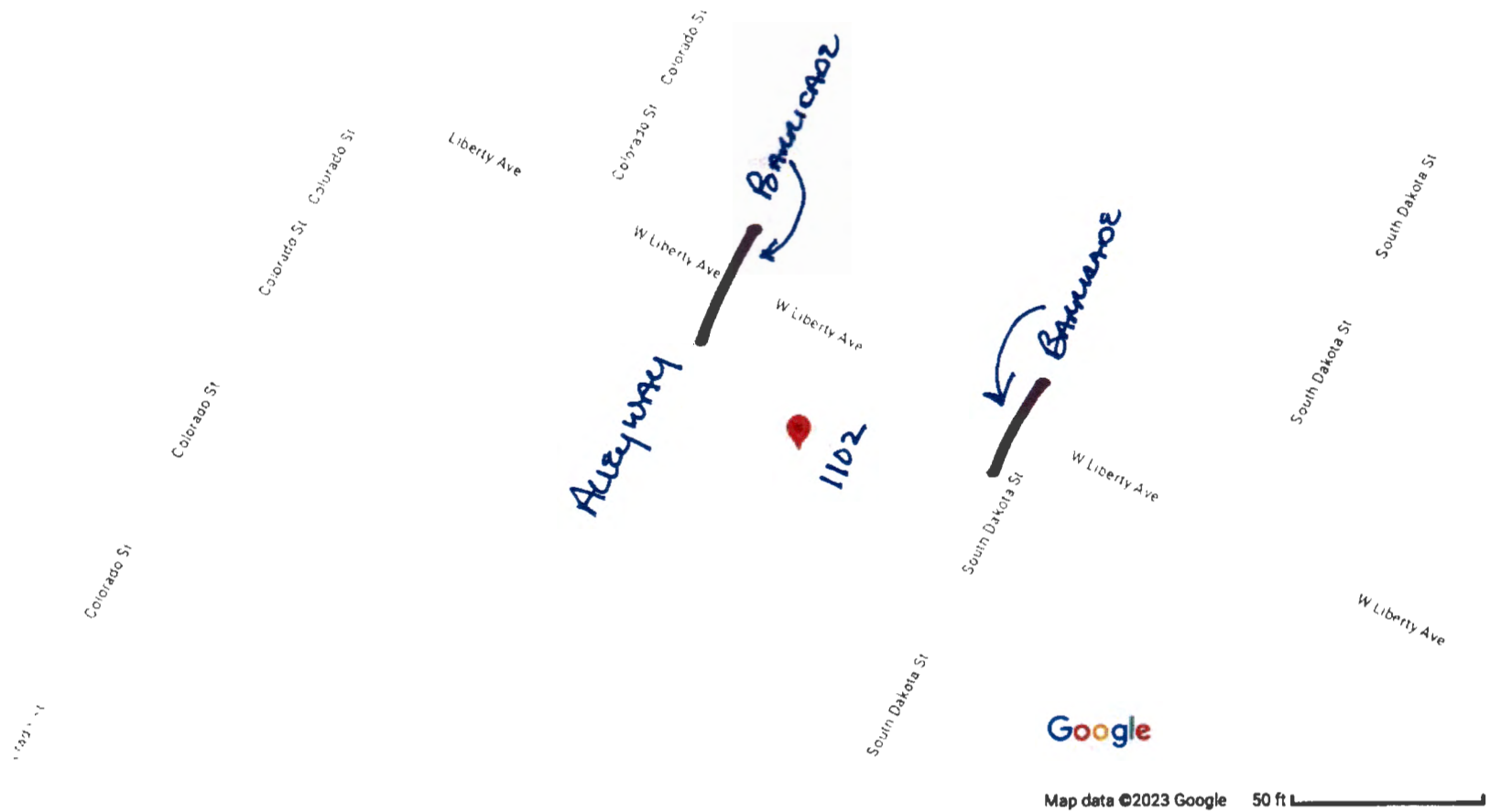
We would like to ask for your permission to close a small part of our street on Oct 29 2013 for a few hours for my fathers 82nd birthday celebration. We are a big family of 10 children plus 50 grandchildren and we would like your permission from 4-9pm. Our neighbors are aware and are okay we do not block any home but our house and we ask this for the safety of our kids since we don't have much space and cars will go by fast. We turn up in advance.

Arnelo Lema 954 244 7765



we do not block any home





**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 18, 2023**

Agenda Item:

Consideration and possible action to authorize the City Manager, on behalf of the City of Harlingen, to accept FY 24 STEP CMV Grant funding in the amount of \$12,000 made available through the Texas Department of Transportation (TXDOT) CMV Program. TXDOT Funds \$12,000 / Matching funds \$3,017.77. Total Funds for 2023-2024 Grant \$15,017.77. Attachment (**Police**).

Prepared By (Print Name): Michael Kester

Title: Chief of Police

Signature:



Brief Summary:

The Harlingen Police Department will be utilizing the FY 24 TXDOT CMV Program funding for overtime costs and operating expenses to the City of Harlingen for providing additional manpower in a state-led and unified strategy to increase effective enforcement and adjudication of public safety-related laws to reduce fatal and serious injury crashes involving commercial motor vehicles (CMV). The City of Harlingen is responsible for a match (\$3,017.77).

Funding (if applicable):

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

*If no, specify source of funding and amount requested: \$12,000 will derive from reimbursement requests to the TXDOT.

Finance Director's approval:

☐ Yes ☐ No ☐ N/A

Staff Recommendation:

Staff recommends that we accept the FY 24 TXDOT STEP CMV Grant funding allocated to the City of Harlingen Police Department.

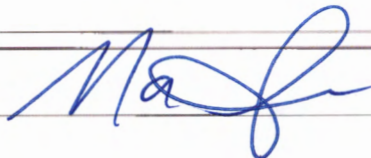
City Manager's approval:



☒ Yes ☐ No ☐ N/A

Comments:

City Attorney's approval:



☒ Yes ☐ No ☐ N/A

RESOLUTION NO. _____

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF HARLINGEN, TEXAS AUTHORIZING THE HARLINGEN POLICE DEPARTMENT TO ACCEPT A FY24 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) COMMERCIAL MOTOR VEHICLE (CMV) SAFETY GRANT AWARD FROM THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR FUNDING OVERTIME COSTS AND OPERATING EXPENSES FOR PROVIDING ADDITIONAL MANPOWER TO ENHANCE AND IMPROVE COMMUNITY AND HIGHWAY SAFETY.

WHEREAS, the City of Harlingen finds it in the best interest of the citizens of Harlingen and the region that the City of Harlingen utilizes its local law enforcement personnel in a state-led and unified strategy to reduce commercial motor vehicle (CMV) crashes, injuries, and fatalities and respond to the need for safer streets and highways within the State of Texas and City of Harlingen.

WHEREAS, the City of Harlingen has applied for funding from the Texas Department of Transportation funding under the FY24 TXDOT STEP CMV Program for **\$12,000.00** to be reimbursed from TXDOT, Harlingen being responsible for matching funds in the amount of **\$3,017.77**. Total funds for the 2023-2024 Grant: **\$15,017.77**

WHEREAS, the City of Harlingen finds it in the best interest of the citizens of Harlingen, Texas, and the region, that the City of Harlingen will allow its local police department to accept the funding to reduce CMV crashes, injuries, and fatalities.

WHEREAS, the City Commission of the City of Harlingen designates City Manager Gabriel Gonzalez as the authorized official to apply for, accept, reject, alter or terminate funding of said grant.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HARLINGEN, TEXAS: that the City Commission approves the acceptance of the grant award from the Texas Department of Transportation FY 24 STEP CMV Program.

CONSIDERED AND ADOPTED this _____ day of _____, 2023, at a regular meeting of the Elective Commission of the City of Harlingen, Texas, at which a quorum was present and which was held in accordance with **TEXAS GOVERNMENT CODE, CHAPTER 551.**

CITY OF HARLINGEN

Norma Sepulveda, Mayor

ATTEST:

Amanda Elizondo, City Secretary

3j)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 18, 2023**

Agenda Item:

Consideration and possible action to authorize the City Manager, on behalf of the City of Harlingen, to accept FY24 STEP COMP grant funding in the amount of \$36,000.00 made available through the Texas Department of Transportation (TXDOT) Comprehensive Program. TXDOT Funds \$36,000.00 / Matching funds \$9,041.51. Total Funds for 2023-2024 Grant: \$45,041.51. Attachment (**Police**).

Prepared By (Print Name): Michael Kester

Title: Chief of Police

Signature: 

Brief Summary:

The Harlingen Police Department will be utilizing the TXDOT Comprehensive Program funding for overtime costs and operating expenses to the City of Harlingen for providing additional manpower in a state-led and unified strategy to increase effective enforcement and adjudication of public safety-related laws to reduce crashes and crash-related injuries and deaths. The City of Harlingen is responsible for a match (\$9,041.51).

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: \$36,000 will derive from reimbursement requests to the TXDOT.

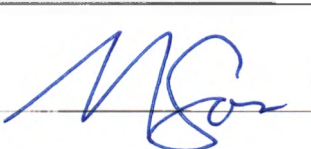
Finance Director's approval: ☐ Yes ☐ No ☐ N/A

Staff Recommendation:

Staff recommends that we accept the FY 24 TXDOT STEP COMP Grant funding allocated to the City of Harlingen Police Department.

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

Comments:

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

RESOLUTION NO. _____

**A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF HARLINGEN, TEXAS
AUTHORIZING THE HARLINGEN POLICE DEPARTMENT TO ACCEPT A FY 24
SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) COMPREHENSIVE (COMP)
SAFETY GRANT AWARD FROM THE TEXAS DEPARTMENT OF TRANSPORTATION
(TXDOT) FOR FUNDING OVERTIME COSTS AND OPERATING EXPENSES FOR
PROVIDING ADDITIONAL MANPOWER TO ENHANCE AND IMPROVE
COMMUNITY AND HIGHWAY SAFETY.**

WHEREAS, the City of Harlingen finds it in the best interest of the citizens of Harlingen and the region that the City of Harlingen utilizes its local law enforcement personnel in a state-led and unified strategy to increase effective enforcement and adjudication of public safety related laws to reduce crashes and crash-related injuries and deaths while responding to the need for safer streets and highways within the State of Texas and City of Harlingen.

WHEREAS, the City of Harlingen has applied for funding from the Texas Department of Transportation funding under the FY24 TXDOT STEP Comprehensive Program for **\$36,000.00** to be reimbursed from TXDOT, Harlingen being responsible for matching funds in the amount of **\$9,041.51**. Total funds for the 2023-2024 Grant: **\$45,041.51**

WHEREAS, the City of Harlingen finds it in the best interest of the citizens of Harlingen, Texas, and the region, that the City of Harlingen will allow its local police department to accept the funding to increase enforcement and reduce crashes and crash related injuries and deaths.

WHEREAS, the City Commission of the City of Harlingen designates City Manager Gabriel Gonzalez as the authorized official to apply for, accept, reject, alter or terminate funding of said grant.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HARLINGEN, TEXAS: that the City Commission approves the acceptance of the grant award from the Texas Department of Transportation FY 24 STEP Comprehensive Program.

CONSIDERED AND ADOPTED this _____ day of _____, 2023, at a regular meeting of the Elective Commission of the City of Harlingen, Texas, at which a quorum was present and which was held in accordance with **TEXAS GOVERNMENT CODE, CHAPTER 551.**

CITY OF HARLINGEN

Norma Sepulveda, Mayor

ATTEST:

Amanda Elizondo, City Secretary

3K)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 18, 2023**

Agenda Item:

Consideration and possible action to approve the Facility Use Agreement between the City of Harlingen and Arroyo Youth Soccer Club, Inc. for the use of the Harlingen Soccer Complex and authorize the City Manager to execute the agreement. Attachment **(Parks & Recreation)**

Prepared By: Javier Mendez, Parks & recreations Director

Brief Summary:

All required documents from the Arroyo Youth Soccer Club, Inc. 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. This youth sports league has used the City's fields at the Soccer Complex since 2008. The League will be allowed to use fields 3, 4, 5, 6, 7, 8, 9 and 10 on a regular basis during their regular season.

The Park and Recreation Advisory Board is planning to meet on October 17, 2023 to consider the agreement with proposed changes. Staff will recommend the board to approve an agreement for an additional year with the following changes. *These changes are amending the compensation portion of the agreement requiring the league to pay the City \$10.00 per registrant in the program per season. A list of registrants will have to be submitted along with the payment at the end of each season. Payments will be made at the Parks and Recreation office, located at 502 E. Tyler, Harlingen, TX, 78550. In addition, the city will square and mark fields at the beginning of the season and the league will mark the fields from that point forward.* Staff is recommending approval of this agreement as presented.

Funding (if applicable):

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

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

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

Staff Recommendation:

Staff recommends approval of contract with Arroyo Youth Soccer Club Inc. as presented for an additional year and authorize the City Manager to execute the agreement.

City Manager approval:

6/6

Comments:

City Attorney's approval:

Marjorie

STATE OF TEXAS

COUNTY OF CAMERON

**FACILITY USAGE AGREEMENT FOR
Arroyo Youth Soccer Club Inc.**

I. WITNESS this Facility Usage Agreement hereby entered into this 18th day of October 2023, between the CITY OF HARLINGEN, a Municipal Corporation situated in Cameron County, Texas, and acting herein by and through its duly authorized City Manager, hereinafter designated as CITY, and ARROYO YOUTH SOCCER CLUB INC., hereinafter designated as the LEAGUE.

The CITY hereby grants usage to the LEAGUE for play on Soccer Fields 3, 4, 5, 7, 6, 8, 9, and 10 at the Harlingen Soccer Complex, all located at 4515 E. Harrison in Harlingen, Texas. In addition, the LEAGUE will have access to fields 1 and 2 for tournament play.

II. The term of the Agreement is as follows: **Start October 18, 2023, ending September 30, 2024.**

III. In consideration for the use of the fields and facility, the LEAGUE shall pay the CITY, Ten (\$10.00) Dollars per registrant in the program per season. Said sum shall be payable to the CITY at the office of the Parks and Recreation Director of said CITY at 502 E. Tyler, Harlingen, Texas, 78550, (956) 216-5952 phone #, at the end of each season. A list of registrants shall accompany the payment submitted at the end of each season.

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

- A. The Parks and Recreation Director will assign all facilities as deemed appropriate in his/her sole discretion considering all relevant factors. Use of the facility shall be limited to the dates and hours of scheduled LEAGUE activities as filed with and subject to approval by the Parks and Recreation Director.
- B. The basic use of said facility by the LEAGUE shall be for the purpose of promoting, training and playing soccer and the operation of the concessions incidental to such activities.
- C. LEAGUE will not use the facility for any activities other than the basic use described above and related scheduled the LEAGUE activities without prior

consent of the Parks and Recreation Director.

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

- be for the LEAGUE sponsored regional and/or national tournaments as deemed appropriate by the Parks and Recreation Director. Said tournaments shall be of a nature that has both an economic and tourism impact on the City.
2. Where installed, CITY agrees to provide utilities (except as noted in #3 below); maintain goals, lights, fence and bleachers.
 3. If applicable the LEAGUE shall maintain, at the LEAGUE expense, any scoreboard, if present, its attendant cables, controls, etc. and the LEAGUE shall own and maintain, at its expense, any public address system used.
 4. The LEAGUE shall provide at own expense (when applicable), umpires, officials, scoreboard operators.
 5. The LEAGUE is responsible for picking-up any and all trash generated or created by any aspect of the LEAGUE operation and use of CITY facilities, including, but not limited to, attendance at LEAGUE events and concession sales.
 6. If applicable, the LEAGUE is responsible for cleaning and minor plumbing issues (i.e. clogs in sinks, urinals, or toilets) at facility restrooms and concessions including before, during and after league games, tournaments and any other club associated events. The LEAGUE shall provide restroom cleaning supplies paper products, and hand soap for dispensers.
 7. In the event of storms, hurricanes, high winds, or any other act of God, the LEAGUE is responsible for the removal of all their signage and sponsor boards from fences at their designated areas of play or operation.
- L. Lights used during practice must be turned off no later than 11:00 p.m. Failure to comply with this provision of the Agreement will result in either the LEAGUE being charged for electrical use for the month in which the infraction occurred or forfeiture of the Agreement and the Leagues ability to use the Facilities. These conditions do not pertain to tournament play. Tournament play dates must be provided to the Parks and Recreation Director at least two weeks before the tournament is scheduled to commence.
- M. If entry fees (gate) are to be charged to those attending league events at the Facility, including tournaments, such fees shall not exceed the following amounts:
1. Participants in that day's league activities (players, cheerleaders, etc) shall

be charged no fee;

2. Persons eleven (11) years of age and younger shall be charged no more than one dollar (\$1.00) per day;
3. Persons twelve (12) years of age and older shall be charged no more than two dollars (\$2.00) per day.

V. No later than five (5) working days prior to the Start Date of the Agreement, the LEAGUE shall file with the CITY a schedule showing the dates and times that the facility will be used for practices, regularly scheduled games or races, ceremonies, or other activities for the first three months of the year. Schedule updates will be submitted every ninety (90) days thereafter. The schedule and any updates shall be subject to review as per Section IV.A. of this agreement. Additionally, the LEAGUE shall file with the CITY a roster or list of registrants, including names and home addresses. The LEAGUE shall, as soon as practical, notify CITY of any race or practice rescheduling and dates for major races or practices on said premises.

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

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

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

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

VII. A. The LEAGUE shall carry a policy of Commercial General Liability (CGL) insurance, naming

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

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

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

of the LEAGUE, with the fax and address for all purposes herein stated below:

2426 East Tyler Suite A, Harlingen, Texas 78550

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

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

X. LEAGUE shall annually furnish to City:

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

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

hereof.

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

WITNESS OUR HAND THIS _____ DAY OF _____, 2023.

CITY OF HARLINGEN

BY: _____

Gabriel Gonzalez, CPM, City Manager

ATTEST:

BY: _____

Amanda Elizondo, City Secretary

ARROYO YOUTH SOCCER CLUB INC.

BY: _____

League Representative

32)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 18, 2023**

Agenda Item:

Consideration and possible action to approve a Facility Use Agreement between the City of Harlingen and the Harlingen Cardinals Youth Sports League for use of the fields at Vestal Park and authorize the City Manager to execute the agreement. Attachment (***Parks & Recreation***)

Prepared By: Javier Mendez, Parks & recreations Director

Brief Summary:

All required documents from the Harlingen Cardinals Youth Sports 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 August 31, 2023 and voted to recommend approving the agreement for an additional year with the following changes. *These changes are amending the compensation portion of the agreement requiring the league to pay the City \$10.00 per registrant in the program per season. A list of registrants will have to be submitted along with the payment at the end of each season. Payments will be made at the Parks and Recreation office, located at 502 E. Tyler, Harlingen, TX, 78550. In addition, the city will square and mark fields at the beginning of the season and the league will drag and mark fields from that point forward.*

Staff is recommending approval of this agreement as presented.

Funding (if applicable):

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

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

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

Staff Recommendation:

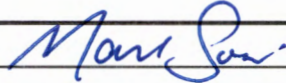
Staff recommends approval of the contract with Harlingen Cardinals Youth Sports League as presented and authorize the City Manager to execute the agreement.

City Manager approval:



Comments:

City Attorney's approval:



STATE OF TEXAS

COUNTY OF CAMERON

**FACILITY USAGE AGREEMENT FOR
HARLINGEN CARDINALS YOUTH SPORTS LEAGUE**

I. WITNESS this Facility Usage Agreement hereby entered into this 18th day of October, 2023, between the CITY OF HARLINGEN, a Municipal Corporation situated in Cameron County, Texas, and acting herein by and through its duly authorized City Manager, hereinafter designated as CITY, and HARLINGEN CARDINALS YOUTH SPORTS LEAGUE, hereinafter designated as LEAGUE.

The CITY hereby grants usage to LEAGUE for play on the sports fields at Vestal Park, all located in Harlingen, Texas.

II. The term of the Agreement commences October 18, 2023, and ends September 30, 2024.

III. The consideration for the use of the fields and facility, the LEAGUE shall pay the CITY, ten (\$10.00) Dollars per registrant in the program per season. Said sum shall be payable to the CITY at the office of the Parks and Recreation Director of said CITY at 502 E. Tyler, Harlingen, Texas, 78550, (956) 216-5952 phone #, at the end of each season. A list of registrants shall accompany the payment submitted at the end of each season.

IV. By virtue of this Agreement, 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 LEAGUE shall be for the purpose of promoting, training and playing youth recreation 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 LEAGUE activities without prior consent of the Parks and Recreation Director.
- D. The LEAGUE will not use the facility for any unlawful purposes. 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. LEAGUE shall discourage unsafe practices. 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 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 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. LEAGUE shall bear all costs incidental to operation of said LEAGUE hereunder except as noted below:
 - 1. CITY shall maintain grass facility areas by providing watering, fertilizing, and mowing. Said service shall be provided only on normal work days and during normal work hours. CITY shall square, and mark fields at the beginning of the season and the LEAGUE shall drag and mark fields from that point forward. Exceptions to the provisions in this paragraph "1." shall be for 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 LEAGUE expense, any scoreboard, if present, its attendant cables, controls, etc. and LEAGUE shall own and maintain, at its expense, any public address system used.
 4. LEAGUE shall provide at own expense (when applicable), umpires, officials, scoreboard operators.
 5. 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. 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, LEAGUE is responsible for the removal of all their signage and sponsor boards from fences at their designated areas of play or operation.
- L. Lights used during practice must be turned off no later than 10:00 p.m. Failure to comply with this provision of the Agreement will result in either the LEAGUE being charged for electrical use for the month in which the infraction occurred or forfeiture of the Agreement and the Leagues ability to use the Facilities. These conditions do not pertain to tournament play. Tournament play dates must be provided to the Parks and Recreation Director at least two weeks before the tournament is scheduled to commence.
- M. If entry fees (gate) are to be charged to those attending league events at the Facility, including tournaments, such fees shall not exceed the following amounts:
1. Participants in that day's league activities (players, cheerleaders, etc) shall not be charged a fee;
 2. Persons eleven (11) years of age and younger shall be charged no more than one dollar (\$1.00) per day;
 3. Persons twelve (12) years of age and older shall be charged no more than

two dollars (\$2.00) per day.

V. No later than five (5) working days prior to the Start Date of the Agreement, 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, LEAGUE shall file with the CITY a roster or list of registrants, including names and home addresses. 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 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 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 CITY from making improvements to a facility at CITY'S expense, if 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. LEAGUE shall carry a policy of Commercial General Liability (CGL) insurance, naming the CITY OF HARLINGEN as an additional insured, for not less than Two Million (\$2,000,000.00) Dollars aggregate and One Million (\$1,000,000.00) each occurrence for bodily injury or death and Five Hundred Thousand and No/100 (\$500,000.00) Dollars each occurrence for property damage. Such insurance policy shall provide that the same cannot be canceled unless thirty (30) days written notice of such cancellation has been given to CITY. If such policy is canceled or expires during the term of this Agreement, 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, LEAGUE agrees to and shall, to the extent of the insurance available to the LEAGUE and CITY under the insurance policy furnished by LEAGUE to 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 LEAGUE. **It is the express intention of the parties hereto, both LEAGUE and CITY, that the indemnity provided for in this paragraph is indemnity by LEAGUE to indemnify and protect CITY from the consequences of CITY'S own negligence whether that negligence is a sole or a concurring cause of the injury, death or damage.** 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 LEAGUE to CITY.

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

2309 East Van Buren Avenue, Harlingen, Texas 78550

Unless 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 LEAGUE, CITY shall be under no obligation to refund any prepaid fees paid under the term of this Agreement and CITY, upon breach by LEAGUE, shall have no obligation to release such property to mitigate damage to LEAGUE due to its breach of contract.

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

X. LEAGUE shall annually furnish to City:

1. A current copy of its tax-exempt, non-profit status under Section 501(c) of the United States Internal Revenue Code; and
2. A current copy of its Certificate of Incorporation; and
3. A current 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 current copy of its current IRS Form 990; and

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

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

WITNESS OUR HAND THIS _____ DAY OF _____, 2023.

CITY OF HARLINGEN

BY: _____

Gabriel Gonzalez, City Manager

ATTEST:

BY: _____
Amanda Elizondo, City Secretary

Harlingen Cardinals Youth Sports League

BY: _____
League representative

3m)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 18, 2023**

Agenda Item:

Consideration and possible action to approve a Facility Use Agreement between the City of Harlingen and the Harlingen National Bronco League for the use of the baseball fields at the Tom Wilson Youth Sports Park. Attachment (**Parks & Recreation**)

Prepared By: **Javier Mendez, Parks & recreations Director**

Brief Summary:

All required documents from the Harlingen National Bronco 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 August 31, 2023 and voted to recommend approving the agreement for an additional year with the following changes. *These changes are amending the compensation portion of the agreement requiring the league to pay the City \$10.00 per registrant in the program per season. A list of registrants will have to be submitted along with the payment at the end of each season. Payments will be made at the Parks and Recreation office, located at 502 E. Tyler, Harlingen, TX. 78550. In addition, the city will square and mark fields at the beginning of the season and the league will drag and mark fields from that point forward.*

Staff is recommending approval of this agreement as presented.

Funding (if applicable):

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

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

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

Staff Recommendation:

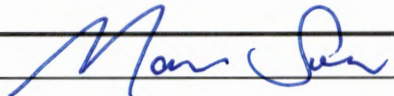
Staff and the Parks and Recreation Advisory Board recommend approval of the contract for an additional year with changes presented and authorize the City Manager to execute the agreement.

City Manager approval:



Comments:

City Attorney's approval:



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 October, 2023, 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 fields Bronco A & B, Mustang A & B and Shetland A, B, C, & D at the Tom Wilson Youth Sports Complex, all located in Harlingen, Texas.

II. The term of the Agreement is as follows: Starting October 18, 2023, ending September 30, 2024.

III. In consideration for the use of the fields and facility, the LEAGUE shall pay the CITY, Ten (\$10.00) Dollars per registrant in the program per season. Said sum shall be payable to the CITY at the office of the Parks and Recreation Director of said CITY at 502 E. Tyler, Harlingen, Texas, 78550, (956) 216-5952 phone #, at the end of each season. A list of registrants shall accompany the payment submitted at the end of each season.

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 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.
- L. Lights used during practice must be turned off no later than 10:00 p.m. Failure to comply with this provision of the Agreement will result in either the LEAGUE being charged for electrical use for the month in which the infraction occurred or forfeiture of the Agreement and the Leagues ability to use the Facilities. These conditions do not pertain to tournament play. Tournament play dates must be provided to the Parks and Recreation Director at least two weeks before the tournament is

scheduled to commence.

M. If entry fees (gate) are to be charged to those attending league events at the Facility, 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.

V. No later than five (5) working days prior to the Start Date of the Agreement, the LEAGUE shall file with the CITY a schedule showing the dates and times that the facility will be used for practices, regularly scheduled games or races, ceremonies, or other activities for the first three months of the year. Schedule updates will be submitted every ninety (90) days thereafter. The schedule and any updates shall be subject to review as per Section IV.A. of this agreement. Additionally, the LEAGUE shall file with the CITY a roster or list of registrants, including names and home addresses. The LEAGUE shall, as soon as practical, notify CITY of any race or practice rescheduling and dates for major races or practices on said premises.

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

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

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

C. Any officer, agent or employee of CITY shall have free access to the facility at all

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

VII. A. The LEAGUE shall carry 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.

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.

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

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

WITNESS OUR HAND THIS _____ DAY OF _____, 2023.

CITY OF HARLINGEN

BY: _____

Gabriel Gonzalez, CPM, City Manager

ATTEST:

BY: _____

Amanda Elizondo, City Secretary

Harlingen National Baseball and Softball League

BY: _____

LEAGUE REPRESENTATIVE

311)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 18, 2023**

Agenda Item:

Consideration and possible action to approve a Facility Use Agreement between the City of Harlingen and the Harlingen National Bronco League for the use of the softball fields at the Arroyo Park Complex and authorize the City Manager to execute the agreement. Attachment **(Parks & Recreation)**

Prepared By: **Javier Mendez, Parks & recreations Director**

Brief Summary:

All required documents from the Harlingen National Bronco 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 August 31, 2023 and voted to recommend approving the agreement for an additional year with the following changes. *These changes are amending the compensation portion of the agreement requiring the league to pay the City \$10.00 per registrant in the program per season. A list of registrants will have to be submitted along with the payment at the end of each season. Payments will be made at the Parks and Recreation office, located at 502 E. Tyler, Harlingen, TX. 78550. In addition, the city will square and mark fields at the beginning of the season and the league will drag and mark fields from that point forward.*

Staff is recommending approval of this agreement as presented.

Funding (if applicable):

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

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

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

Staff Recommendation:

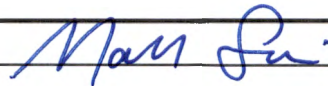
Staff and the Parks and Recreation Advisory Board recommend approval of the contract as presented for an additional year and authorize the City Manager to execute the agreement.

City Manager approval:



Comments:

City Attorney's approval:



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 October, 2023, 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 practice thereon the lighted open space at Wilson Sports Complex located in Harlingen, Texas.

II. The term of the Agreement is as follows: Starting October 18, 2022, ending September 30, 2024.

III. The consideration to be paid CITY for this Usage 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 #, (956) 216-8035 fax #, at the time of the execution of this Agreement.

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

- A. The Parks and Recreation Director will assign all facilities as deemed appropriate in his/her sole discretion considering all relevant factors. Use of the facility shall be limited to the dates and hours of scheduled LEAGUE activities as filed with and subject to approval by the Parks and Recreation Director.
- B. The basic use of said facility by the LEAGUE shall be for the purpose of promoting, training and practicing youth football.
- 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. Alcoholic beverages in all Municipal Parks and the possession of glass containers are prohibited
- F. The LEAGUE shall discourage unsafe practices.
- 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. 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.
- J. The LEAGUE shall bear all costs incidental to operation of said the LEAGUE hereunder except as noted below:
 - 1. CITY shall maintain grass facility areas by providing watering, fertilizing, and mowing. Said service shall be provided only on normal work days and during normal work hours.
 - 2. Where installed, CITY agrees to provide utilities (except as noted in #3 below); maintain goals, lights, fence and bleachers.
 - 3. 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.

V. No later than five (5) working days prior to the Start Date of the Agreement, the LEAGUE shall file with the CITY a schedule showing the dates and times that the facility will be used for practices, 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.

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.

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:

702 Hunter Drive, Harlingen, Texas 78550

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

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

X. LEAGUE shall annually furnish to City:

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

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

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

WITNESS OUR HAND THIS _____ DAY OF _____, 2023.

CITY OF HARLINGEN

BY: _____

Gabriel Gonzalez, CPM, City Manager

ATTEST:

BY: _____

Amanda Elizondo, City Secretary

TYFA Harlingen Wolfpack

BY: _____

LEAGUE REPRESENTATIVE

30)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 18, 2023**

Agenda Item:

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 the fields at Victor Park and authorize the City Manager to execute the agreement. Attachment (**Parks & Recreation**)

Prepared By: Javier Mendez, Parks & recreations Director

Brief 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 August 31, 2023 and voted to recommend approving the agreement for an additional year with the following changes. *These changes are amending the compensation portion of the agreement requiring the league to pay the City \$10.00 per registrant in the program per season. A list of registrants will have to be submitted along with the payment at the end of each season. Payments will be made at the Parks and Recreation office, located at 502 E. Tyler, Harlingen, TX, 78550. In addition, the city will square and mark fields at the beginning of the season and the league will mark fields from that point forward.* Staff is recommending approval of this agreement as presented.

Funding (if applicable):

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

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

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

Staff Recommendation:

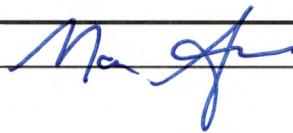
Staff recommends approval of the contract with Harlingen National Youth Football League with the changes and authorize the City Manager to execute the agreement.

City Manager approval:



Comments:

City Attorney's approval:



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 October, 2023, 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 on the sports fields at Victor Park, all located in Harlingen, Texas.

II. The term of the Agreement is as follows: Starting October 18, 2023, ending September 30, 2024.

III. In consideration for the use of the fields and facility, the League shall pay the CITY, Ten (\$10.00) Dollars per registrant in the program per season. Said sum shall be payable to the CITY at the office of the Parks and Recreation Director of said CITY at 502 E. Tyler, Harlingen, Texas, 78550, (956) 216-5952 phone #, at the end of each season. A list of registrants shall accompany the payment submitted at the end of each season.

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 youth recreation 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. The CITY shall drag and mark fields for games and tournaments only. Said service 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 mark fields at 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.
- L. Lights used during practice must be turned off no later than 10:00 p.m. Failure to comply with this provision of the Agreement will result in either the LEAGUE being charged for electrical use for the month in which the infraction occurred or forfeiture of the Agreement and the Leagues ability to use the Facilities. These conditions do not pertain to tournament play. Tournament play dates must be provided to the Parks and Recreation Director at least two weeks before the tournament is

scheduled to commence.

M. If entry fees (gate) are to be charged to those attending league events at the Facility, 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.

V. No later than five (5) working days prior to the Start Date of the Agreement, the LEAGUE shall file with the CITY a schedule showing the dates and times that the facility will be used for practices, regularly scheduled games or races, ceremonies, or other activities for the first three months of the year. Schedule updates will be submitted every ninety (90) days thereafter. The schedule and any updates shall be subject to review as per Section IV.A. of this agreement. Additionally, the LEAGUE shall file with the CITY a roster or list of registrants, including names and home addresses. The LEAGUE shall, as soon as practical, notify CITY of any race or practice rescheduling and dates for major races or practices on said premises.

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

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

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

C. Any officer, agent or employee of CITY shall have free access to the facility at all

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

VII. A. The LEAGUE shall carry 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.

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.

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

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

WITNESS OUR HAND THIS _____ DAY OF _____, 2023.

CITY OF HARLINGEN

BY: _____

Gabriel Gonzalez, CPM, City Manager

ATTEST:

BY: _____

Amanda Elizondo, City Secretary

Harlingen National Youth Football League

BY: _____

LEAGUE REPRESENTATIVE

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**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 18, 2023**

Agenda Item:

Consideration and possible action to approve a Facility Use Agreement between the City of Harlingen and Harlingen Adult Soccer League for the use of two fields at the Harlingen Soccer Complex and authorize the City Manager to execute the agreement. Attachment (**Parks & Recreation**)

Prepared By: Javier Mendez, Parks & recreations Director

Brief Summary:

All required documents from the Harlingen Adult 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. This organization will be using fields #7 & #8 on Sunday only, which will not conflict with the Arroyo Youth Soccer League schedule.

The Park and Recreation Advisory Board met on August 31, 2023 and voted to recommend approving the agreement for an additional year with the following changes. *These changes are amending the compensation portion of the agreement requiring the league to pay the City \$10.00 per registrant in the program per season. A list of registrants will have to be submitted along with the payment at the end of each season. Payments will be made at the Parks and Recreation office, located at 502 E. Tyler, Harlingen, TX, 78550. In addition, the city will square and mark fields at the beginning of the season and the league will mark fields from that point forward.* Staff is recommending approval of this agreement as presented.

Funding (if applicable):

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

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

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

Staff Recommendation:

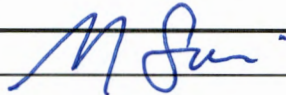
Staff recommends approval of the contract with Harling Adult Soccer League with the changes presented for an additional year and authorize the City Manager to execute the agreement.

City Manager approval:



Comments:

City Attorney's approval:



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

**FACILITY USAGE AGREEMENT FOR
Harlingen Adult Soccer League**

I. WITNESS this Facility Usage Agreement hereby entered into this 18th day of October, 2023, 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's ADULT 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.

II. The term of the Agreement is as follows: Start October 18, 2023, ending September 30, 2024.

III. In consideration for the use of the fields and facility, the LEAGUE shall pay the CITY, Ten (\$10.00) Dollars per registrant in the program per season. Said sum shall be payable to the CITY at the office of the Parks and Recreation Director of said CITY at 502 E. Tyler, Harlingen, Texas, 78550, (956) 216-5952 phone #, at the end of each season. A list of registrants shall accompany the payment submitted at the end of each season.

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), vendors, food trucks, corporation, etc. 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 LEAGUE hereunder except as noted below:
 - 1. CITY shall maintain grass facility areas by providing watering, fertilizing, and mowing. Said service shall be provided only on normal work days and during normal work hours. The CITY shall square, and mark fields at the

beginning of the season and the LEAGUE shall drag and mark fields from that point forward. Exceptions to the provisions in this paragraph "1." shall be for the LEAGUE sponsored regional and/or national tournaments as deemed appropriate by the Parks and Recreation Director. Said tournaments shall be of a nature that has both an economic and tourism impact on the City.

2. Where installed, CITY agrees to provide utilities (except as noted in #3 below); maintain goals (Belonging to the City), lights, fence and bleachers.
 3. If applicable, The LEAGUE shall maintain, at the LEAGUE expense, any scoreboard, if present, its attendant cables, controls, etc. and the LEAGUE shall own and maintain, at its expense, any public address system used.
 4. The LEAGUE shall provide at own expense (when applicable), umpires, officials, scoreboard operators.
 5. The LEAGUE is responsible for picking-up any and all trash generated or created by any aspect of the LEAGUE operation and use of CITY facilities, including, but not limited to, attendance at LEAGUE events and concession sales.
 6. If applicable, The LEAGUE is responsible for cleaning and minor plumbing issues (i.e. clogs in sinks, urinals, or toilets) at facility restrooms and concessions including before, during and after league games, tournaments and any other club associated events. The LEAGUE shall provide restroom cleaning supplies paper products, and hand soap for dispensers.
 7. In the event of storms, hurricanes, high winds, or any other act of God, the LEAGUE is responsible for the removal of all their signage and sponsor boards from fences at their designated areas of play or operation.
- L. Lights used during practice must be turned off no later than 10:00 p.m. Failure to comply with this provision of the Agreement will result in either the LEAGUE being charged for electrical use for the month in which the infraction occurred or forfeiture of the Agreement and the Leagues ability to use the Facilities. These conditions do not pertain to tournament play. Tournament play dates must be provided to the Parks and Recreation Director at least two weeks before the tournament is scheduled to commence.
- M. If entry fees (gate) are to be charged to those attending league events at the

Facility, including tournaments, such fees shall not exceed the following amounts:

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

V. No later than five (5) working days prior to the Start Date of the Agreement, the LEAGUE shall file with the CITY a schedule showing the dates and times that the facility will be used for practices, regularly scheduled games or races, ceremonies, or other activities for the first three months of the year. Schedule updates will be submitted every ninety (90) days thereafter. The schedule and any updates shall be subject to review as per Section IV.A. of this agreement. Additionally, the LEAGUE shall file with the CITY a roster or list of registrants, including names and home addresses. The LEAGUE shall, as soon as practical, notify CITY of any race or practice rescheduling and dates for major races or practices on said premises.

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

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

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

C. Any officer, agent or employee of CITY shall have free access to the facility at all times for the purpose of checking and inspecting or for maintenance and repairs. CITY shall have access to any storage buildings when accompanied by an official of the LEAGUE, other than in response to an immediate threat to public health, safety or welfare,

in which case no LEAGUE official's presence is required.

VII. A. The LEAGUE shall carry 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.

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:

22370 Young Road, Harlingen, Texas 78550

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

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

X. LEAGUE shall annually furnish to City:

1. A current copy of its tax-exempt, non-profit status under Section 501(c) of the United States Internal Revenue Code; and
2. A current copy of its Certificate of Incorporation; and
3. A current 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 compilation report at the end of the play season; and
6. A copy of its current IRS Form 990; and

7. Minutes of all board meetings.

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

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

WITNESS OUR HAND THIS _____ DAY OF _____, 2023.

CITY OF HARLINGEN

BY: _____

Gabriel Gonzalez, CPM, City Manager

ATTEST:

BY: _____

Amanda Elizondo, City Secretary

Harlingen Adult Soccer League

BY: _____

LEAGUE REPRESENTATIVE

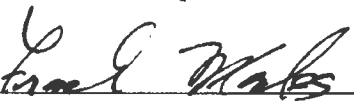
City of Harlingen
Agenda Item Request Form

We, hereby request the following item to be added to the October 18, 2023, City Commission Agenda:

Consideration and possible action to approve the installation of speed humps in the following locations:

1. 1200 Block W "J" Street
2. Ivory Circle between Purple Ln and Violet Ln



Rene Perez, Mayor Pro-Tem Dist. 6

Frank Morales, Commissioner Dist 4

3r)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 18, 2023**

Agenda Item:
Consideration and possible action to approve an ordinance on second and final reading, amending the Harlingen City Code, Chapter 42. Hotel Occupancy Tax requiring registration and payment of Hotel Occupancy Tax by Short Term Rentals, prohibiting discrimination, providing for a penalty for violation of same, and other matters related to the forgoing. Attachment (<i>City Attorney</i>)
Prepared By:
Brief Summary:
Funding (if applicable):
Are funds specifically designated in the current budget for the full amount (Yes No): *If no, specify source of funding and amount requested:
Finance Director's approval (Yes No NA):
Staff Recommendation:
City Manager approval:  Comments:
City Attorney's approval:

**AN ORDINANCE OF THE CITY OF HARLINGEN, TEXAS
AMENDING CITY CODE AT CHAPTER 42, ARTICLE II
HOTEL OCCUPANCY TAX , REQUIRING
REGISTRATION AND PAYMENT OF HOTEL
OCCUPANCY TAX BY SHORT TERM RENTALS,
PROHIBITING DISCRIMINATION
AND PROVIDING
FOR A PENALTY FOR VIOLATION OF SAME, AND
OTHER MATTERS RELATED TO THE FORGOING**

Whereas the term “short-term rental” (STR) refers to an activity in which one party, the “host,” agrees to rent out all or part of a home to another party, the “guest,” on a temporary, time-limited basis, and

Whereas the National League of Cities publicly noted in the publication “ How cities can regulate short term rentals fairly and effectively” published online at <https://www.nlc.org/article/2022/05/10/how-cities-can-regulate-short-term-rentals-fairly-and-effectively/> that short term rentals, if unregulated, can potentially drive up local rents, limit the availability of long term residential rentals and create excessive noise, and

Whereas the City of Harlingen finds that municipal regulation of short-term rentals provides needed safeguards as to the manner of rental, to prohibit unlawful discrimination in short term housing, and to require the payment of a hotel occupancy tax in a manner substantially similar to other hoteliers and innkeepers,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HARLINGEN, TEXAS

- 1.) That Chapter 42 of Harlingen City Code at Article II, Hotel Occupancy Tax, Section 42.27 is hereby amended to add the following definitions:

SECTION 42 – 27

“Owner shall designate the Owner, or an Agent or a Representative to comply with the requirements of this section on behalf of the Owner. The Owner or designated agent or representative is referred to as “Operator” herein.

“Short Term Rental” (STR), is defined as a residential dwelling, including a single-family residence, apartment, residential condominium unit, or other residential real estate improvement, in which the public may obtain sleeping accommodations in exchange for compensation for a period of less than 30 consecutive days. The term applies regardless of whether the dwelling was originally constructed or zoned as a residential dwelling.

- 2.) That Chapter 42 of Harlingen City Code at Article II, Hotel Occupancy Tax is hereby amended to add Sections 42.28 (d) through (g) as follows :

SECTION 42- 28

(d.) **REGISTRATION REQUIRED.** The Owner/Operator who offers for rent or advertises for rent (in any manner) a short term rental of a dwelling unit shall obtain a short term rental registration and any other required documents from the City of Harlingen Building Inspections located at Lon C. Hill Building, 502 East Tyler Avenue, Harlingen, Texas 78550 **may be contacted at phone**

number 956-216 – 5160 for additional information. The Owner/Operator must submit and comply with the following information on a short term rental registration form:

- (1) The name, address, email and telephone number of the Owner/Operator of the subject short term rental unit;
- (2) The name, address, email and twenty-four hour telephone number of the local contact person. The local contact person is the person designated by the owner or the operator who shall be available twenty-four (24) hours per day, seven (7) days per week and shall respond in person within one hour (with the signed rental contract in hand) to complaints from a City Official regarding the condition, operation, or conduct of occupants of the short term rental unit; and take remedial action to resolve any such complaints;
- (3.) The name and address of the proposed short term rental unit;
- (4) The number of bedrooms and the applicable overnight and daytime occupancy limit of the proposed short term rental unit;
- (5) The property ID number as listed on the Cameron County Appraisal District; and
- (6) Such other information as the City Manager, or designee, deems reasonably necessary to administer this section.
- (7) If any information on the registration form changes, the Owner/Operator must modify that information within 30 days.

(e.) **REGISTRATION FEE.** The short-term rental registration form shall be accompanied by a registration fee as established by the Harlingen City Commission.

- (1) The rental registration fee shall be fifty dollars (\$50.00) (per rental unit).
- (2) The registration fee may be waived for those properties that have been properly remitting hotel occupancy tax.
- (3) A registration is valid from the date the completed registration is filed with the City and payment of the registration fee (if applicable) has been made, and is transferrable if the ownership of the short term rental changes.
- (4) Each property shall be issued a registration number.
- (5) The registration number must appear on any advertisement of the property available for short term rental.

(f.) **DISCRIMINATION PROHIBITED** No host of any short-term rental may decline a potential guest, impose different terms or conditions, or discourage or indicate a preference for or against a guest based on race, gender, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, familial status or military status.

(g.) Compliance—Penalty provision.

(1)The Owner or Operator shall comply with all applicable laws, rules and regulations pertaining to the use and occupancy of the subject short term rental unit, including, but not limited to, Chapter 42, Article II, Hotel Occupancy Tax, Chapter 34, Article V, Sec. 34 – 114 Noise Disturbances, of the Harlingen City Code.

(2.) The Owner shall not be relieved from any personal responsibility or personal liability for noncompliance with any applicable law, rule or regulation pertaining to the use and occupancy of the residential dwelling unit as a short-term rental unit, regardless of whether such noncompliance was committed by the Owner's authorized agent or representative or the occupants of the Owner's short term rental unit or their guests.

(3.) This Article is not intended to provide any owner of residential property with the right or privilege to violate any private conditions, covenants and restrictions applicable to the owner's property that may prohibit the use of such owner's residential property for short term rental purposes as defined in this section.

(4.) Any violation of this section (42 – 28) may be punished by a fine not to exceed Five Hundred Dollars (\$500.00) for each offense, for each day such offense shall continue.

**AGENDA ITEM
EXECUTIVE SUMMARY**

4)

Meeting Date: **October 18, 2023**

Agenda Item:

Conduct a public hearing and consideration and possible action to adopt an ordinance on first reading for a rezoning request from Residential, Single-Family ("R-1") District to Residential, Duplex ("R-2") District for a property located at 718 North "C" Street, bearing a legal description of Lot 2, Block 1, Shaw Addition. Applicant: Mario and Norma Linan

Prepared By: Xavier Cervantes, AICP, CPM

Title: Planning and Development Director

Signature: *Xavier Cervantes*

Brief Summary:

Project Timeline

- September 5, 2023 – Application to rezone from R1 to R2 submitted to the City (**ATTACHMENT I**).
- September 11, 2023 – In accordance with State and local law, notice of the required public hearing was mailed to all property owners within a 200 feet radius of subject tract.
- September 16, 2023 – In accordance with State and local law, notice of the required public hearing was published in the Valley Morning Star.
- September 27, 2023 - Public hearing and consideration of the requested rezoning by the Planning and Zoning Commission (P&Z). **During the public hearing no one spoke in opposition to the rezoning request. After some discussion the board recommended approval unanimously.**
- October 18, 2023 – Public hearing and consideration of requested rezoning via 1st ordinance reading scheduled before the City Commission.
- November 1, 2023 – 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 Residential, Single-Family, ("R-1") District to Residential, Duplex ("R-2") District to add an additional residence. (**ATTACHMENT I**).
- The subject property has an existing 1,296 sq. ft. one-story residence in the rear of the property. The existing home faces the approximately 13 ft. unpaved alley. The subject property has 50 feet of frontage along North "C" Street and a depth of 140 feet. North "C" Street is a 37-foot wide paved local city street with curb and gutter. (**ATTACHMENTS III-IV, VI**)
- The surrounding properties are zoned Residential, Single - Family ("R-1") District to the north, east, south, and west. The surrounding land uses consist of single-family homes. (**ATTACHMENT II**).

- The Future Land Use Plan (FLUP) component of the City of Harlingen's Vision 2020 Comprehensive Plan shows this area as low density residential. The request is generally consistent with the Future Land Use Plan. Since R-2 zoning is considered low-density residential and, therefore, in line with the comprehensive plan, staff recommends approval of the rezoning request. **(ATTACHMENT V).**
- Staff had mailed out 23 notification letters to surrounding property owners. To the present, the Planning and Zoning Department has received two phone calls in opposition from the surrounding property owners for the proposed request. The Planning Department has received a petition in opposition of the rezoning request, citing concerns regarding overcrowding. **(ATTACHMENTS VII-IX)** The petition reflects 3.47% of the notification area.

Funding (if applicable):

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

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

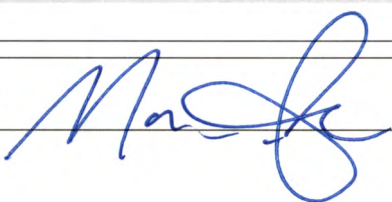
Finance Director's approval: ☐ Yes ☐ No ☐ N/A

Staff Recommendation:

Staff recommends approval.

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

Comments:

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

Attachment I - Application

CITY OF HARLINGEN PLANNING AND DEVELOPMENT DEPARTMENT MASTER APPLICATION

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address 718 NCST Nearest Intersection W Lela & CST
(Proposed) Subdivision Name Harlingen-Shaw Lot 2 Block 1
Existing Zoning Designation R1 Future Land Use Plan Designation R2

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent Mario Linan Phone (956) 534-4351 FAX _____
Email Address (for project correspondence only): NLinan65@gmail.com
Mailing Address 11600 Combes St City San Benito State TX Zip 78586
Property Owner Mario & Norma Linan Phone (956) 245-8286 FAX _____
Email Address (for project correspondence only): Same
Mailing Address Same 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> | |

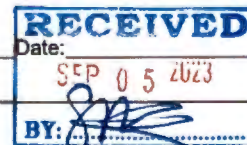
Please provide a basic description of the proposed project: I request to rezone from R1 to R2.

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: Mario Linan Date: 9/5/23

Property Owner(s) Signature: Norma Linan Date: 9/5/23

Accepted by: _____



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.

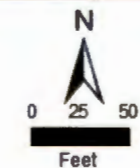
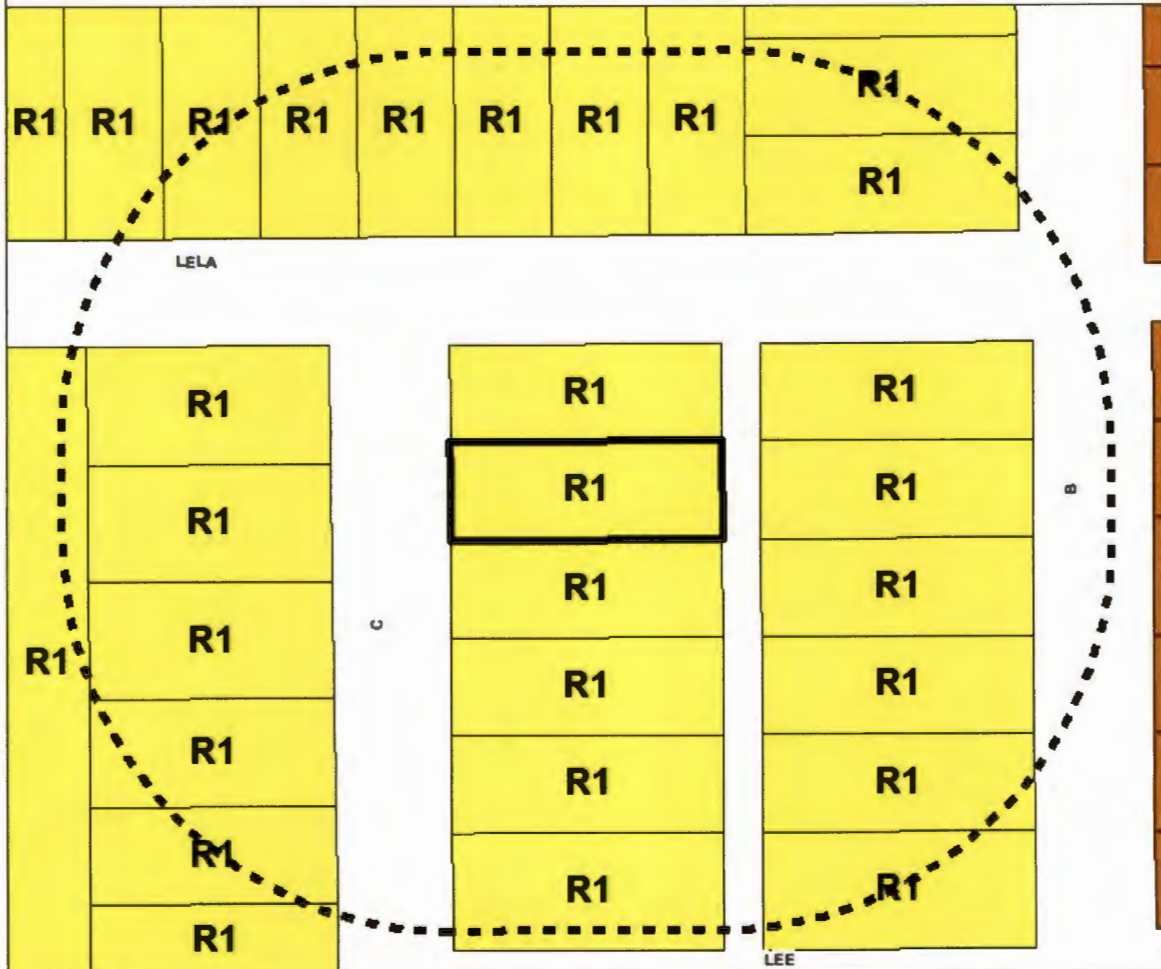
- I understand that I am requesting an amendment to the City's Zoning Ordinance and it will not be scheduled for Planning and Zoning Commission review unless all items on this list are completed.
- I understand that in accordance State law and the Zoning Ordinance, no later than ten (10) days prior to 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: Maria & Norma Liran Date: 9/5/23
Owner Address: 2517 Hudson Rd San Benito, TX
Phone/Fax: (956) 245-8756 (956) 534-4357
Signature: Maria Liran Norma Liran

Attachment II - Application



Request to rezone from Residential, Single-Family ("R-1") District to Residential, Duplex ("R-2") District for a property located at 718 North "C" Street, bearing a legal description of Lot 2, Block 1, Shaw Addition.
Applicant: Mario & Norma Linan



Boundary lines

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

Zoning Designations

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

This map has been produced by the City of Harlingen for the sole purpose of locating jurisdictional boundaries and is not intended for any other. The map data is compiled from various sources including orthophoto imagery, engineer plans and plats, survey field notes, and other sources. This map is intended for graphic representation only. No warranty is made by the City regarding its accuracy or completeness. Before relying on any information on the map, check with the Planning Department.
 Date of map 09.06.2023

Attachment III – Street View

View from North
“C” Street



View from alley



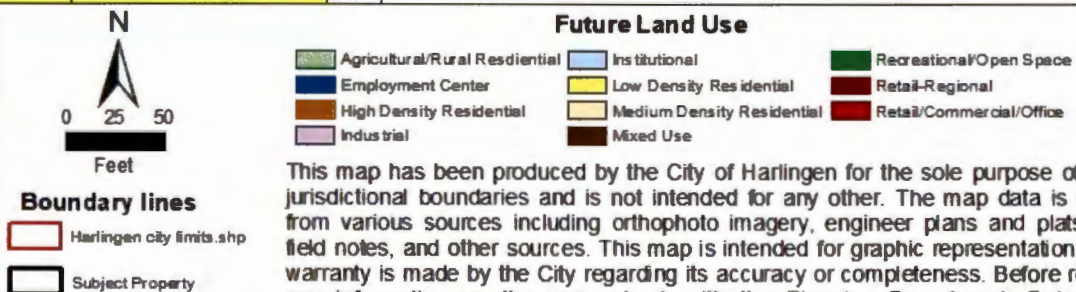
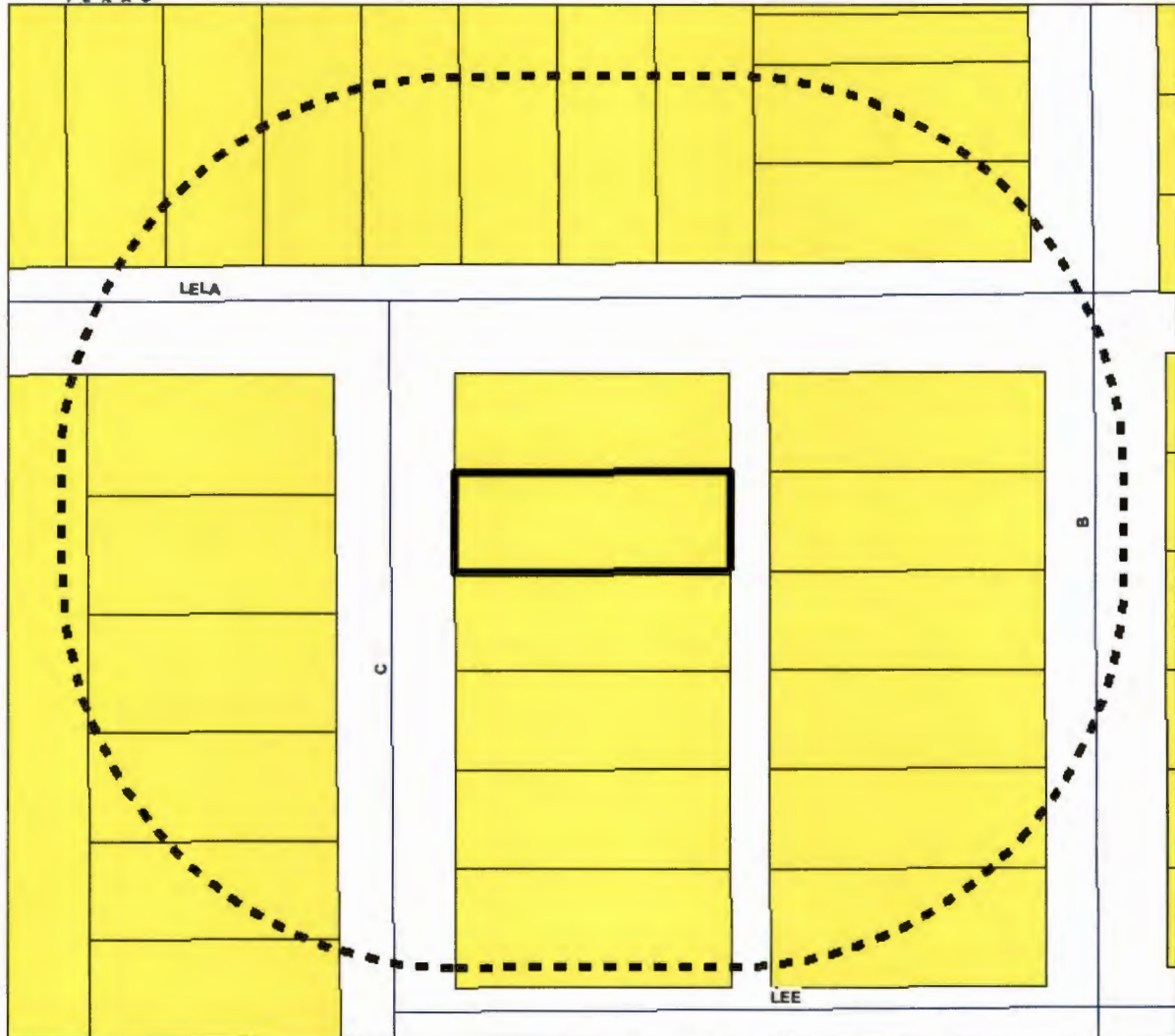
Attachment IV - Aerial





Future Land Use Map

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



This map has been produced by the City of Harlingen for the sole purpose of locating jurisdictional boundaries and is not intended for any other. The map data is compiled from various sources including orthophoto imagery, engineer plans and plats, survey field notes, and other sources. This map is intended for graphic representation only. No warranty is made by the City regarding its accuracy or completeness. Before relying on any information on the map, check with the Planning Department. Date of map 09.6.2023

MAP OF SURVEY
LOT 2, BLOCK 1, SHAW ADDITION TO THE CITY OF HARLINGEN,
ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 6,
PAGE 46, MAP RECORDS OF CAMERON COUNTY, TEXAS.

NOTES:

1. THIS LOT LIES IN FLOOD ZONE "X" (AREA OF NORMAL FLOOD HAZARD), AS SHOWN ON THE FIRM COMMUNITY PANEL NUMBER: 48081C0255F, EFFECTIVE DATE: FEBRUARY 14, 2018.
2. ALL BEARINGS ARE BASED ON THE MAP OF KESSIE K. LIDDELL SUBDIVISION, AS RECORDED IN CABINET 1, PAGE 682-A, MAP RECORDS OF CAMERON COUNTY, TEXAS.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. EASEMENTS AND RESTRICTIONS MAY EXIST WHICH ARE NOT SHOWN HEREON.

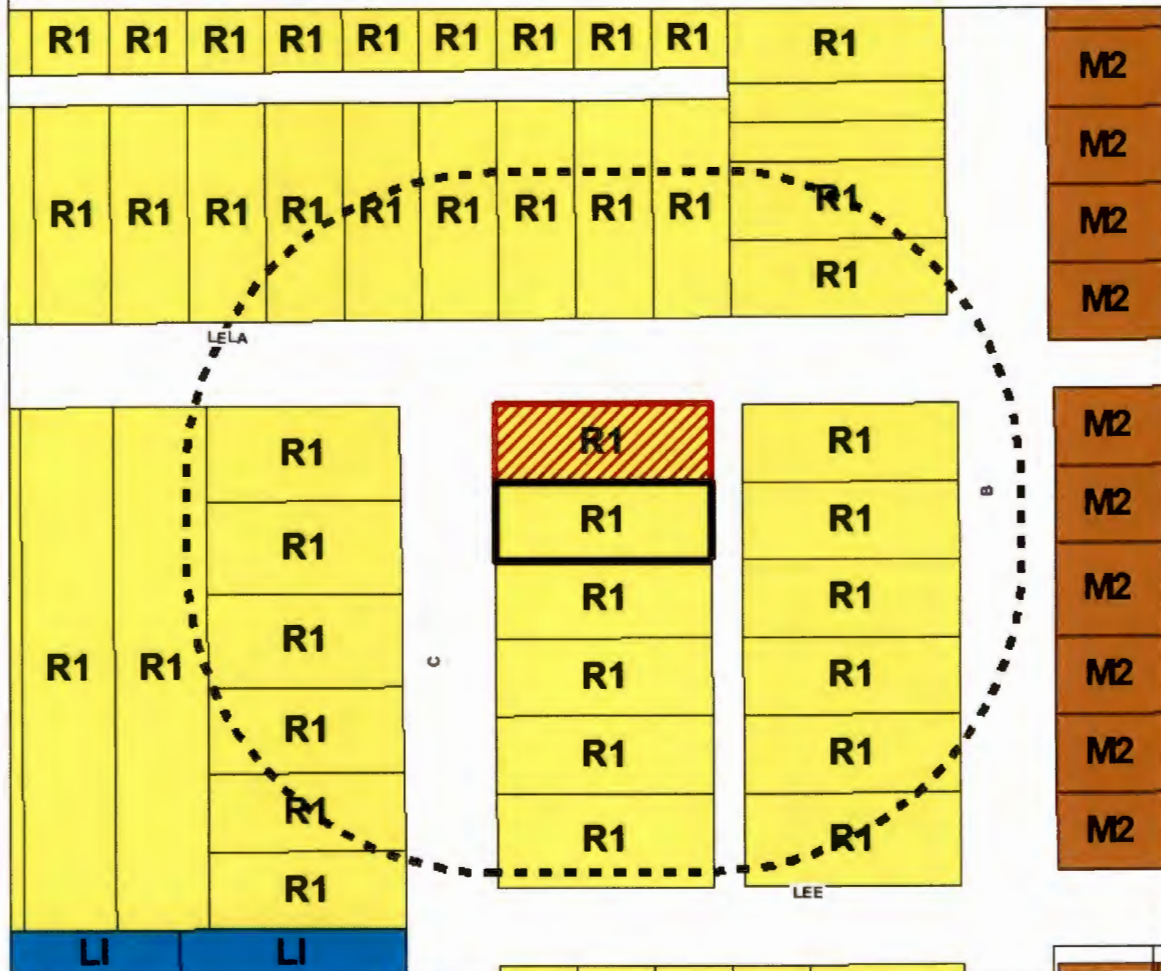
LEGEND

APPROX.	APPROXIMATE
A.C.	ADJUTANT GENERAL
B.C.	BORDER
C.E.	CENTRE
E.M.	ELECTRIC METER
E.S.	ELECTRIC SERVICE
E.S.A.	ELECTRIC SERVICE BOX
F.A.	FOUND
F.M.	FOUND
F.S.	FOUND
F.S.A.	FOUND
F.S.B.	FOUND
F.S.C.	FOUND
F.S.D.	FOUND
F.S.E.	FOUND
F.S.F.	FOUND
F.S.G.	FOUND
F.S.H.	FOUND
F.S.I.	FOUND
F.S.J.	FOUND
F.S.K.	FOUND
F.S.L.	FOUND
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F.S.O.	FOUND
F.S.P.	FOUND
F.S.Q.	FOUND
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F.S.S.	FOUND
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F.S.V.	FOUND
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F.S.C.	FOUND
F.S.D.	FOUND
F.S.E.	FOUND
F.S.F.	FOUND
F.S.G.	FOUND
F.S.H.	FOUND
F.S.I.	FOUND
F.S.J.	FOUND
F.S.K.	FOUND
F.S.L.	FOUND
F.S.M.	FOUND
F.S.N.	FOUND
F.S.O.	FOUND
F.S.P.	FOUND
F.S.Q.	FOUND
F.S.R.	FOUND
F.S.S.	FOUND
F.S.T.	FOUND
F.S.U.	FOUND
F.S.V.	FOUND
F.S.W.	FOUND
F.S.X	

Attachment VII – Opposition Map



Request to rezone from Residential, Single-Family ("R-1") District to Residential, Duplex ("R-2") District for a property located at 718 North "C" Street, bearing a legal description of Lot 2, Block 1, Shaw Addition. Applicant: Mario and Norma Linan



Boundary lines

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

Zoning Designations

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

This map has been produced by the City of Harlingen for the sole purpose of locating jurisdictional boundaries and is not intended for any other. The map data is compiled from various sources including orthophoto imagery, engineer plans and plats, survey field notes, and other sources. This map is intended for graphic representation only. No warranty is made by the City regarding its accuracy or completeness. Before relying on any information on the map, check with the Planning Department. Date of map 09.27.2023

Attachment VIII – Petition in Opposition

To Whom it may concern that
I Manuel Sanchez Donot Want ~~only~~ building
on this Residential Single-Family ~~not~~ District of
Residetal of Duplex on 718 North C.

Thank you
Talk to Estefana Hernandez X ~~gma~~ ~~clerk~~
9-18-23 talked to Manuel Sanchez

PS. His concern is there going to be More families
inside the Property?





Planning and Development
Department
502 E. Tyler Avenue
Harlingen, TX 78550
(956) 216-5101

PETITION IN OPPOSITION

Request to rezone from Residential, Single-Family ("R-1") District to Residential, Duplex ("R-2") District for a property located at 718 North "C" Street, bearing a legal description of Lot 2, Block 1, Shaw Addition. Applicant: Mario and Norma Linan

Area of 200 ft. Radius and Subject Property	4.7819 acres
Area of Subject Property:	0.1606 acres
Notification Area:	4.6213 acres
Area of Opposition:	0.1606 acres

$0.1606/4.6213 = 0.0347 = 3.47\%$ (Percentage of Opposition)

ORDINANCE NO. 23_____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF HARLINGEN: REZONING FROM RESIDENTIAL, SINGLE-FAMILY ("R-1") TO RESIDENTIAL, DUPLEX ("R-2") FOR A PROPERTY LOCATED AT 718 NORTH "C" Street, BEARING A LEGAL DESCRIPTION OF LOT 2, BLOCK 1, SHAW ADDITION; PROVIDING FOR PUBLICATION AND ORDAINING OTHER MATTERS RELATED TO THE FOREGOING

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

BE IT ORDAINED BY THE CITY OF HARLINGEN

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

Rezoning from Residential, Single-Family ("R-1") to Residential, Duplex ("R-2") District for a property located at 718 North "C" Street, bearing a legal description of Lot 2, Block 1, Shaw Addition, as shown in Exhibit "A".

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

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

FINALLY ENACTED this _____ day of _____, 2023 at a regular meeting of the Elective Commission of the City of Harlingen, Texas at which a quorum was present and which was held in accordance with TEXAS GOVERNMENT CODE, CHAPTER 551.

CITY OF HARLINGEN

Norma Sepulveda, Mayor

ATTEST:

Amanda C. Elizondo, City Secretary

MAP OF SURVEY

**LOT 2, BLOCK 1, SHAW ADDITION TO THE CITY OF HARLINGEN,
ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 6,
PAGE 46, MAP RECORDS OF CAMERON COUNTY, TEXAS.**

NOTES:

- THIS LOT LIES IN FLOOD ZONE "X" (AREA OF MINIMAL FLOOD HAZARD), AS SCALED PER FIRM COMMUNITY PANEL NUMBER: 48061C0559F, EFFECTIVE DATE: FEBRUARY 16, 2018.
- ALL BEARINGS ARE BASED ON THE MAP OF KESSIE K. LIWELL SUBDIVISION, AS RECORDED IN CABINET 1, PAGE 862-A, MAP RECORDS OF CAMERON COUNTY, TEXAS.
- THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. EASEMENTS AND RESTRICTIONS MAY EXIST WHICH ARE NOT SHOWN HEREON.

LEGEND

A.P.M.	ASPHALT PAVEMENT
B.L.D.	BRICK WALL
C.B.L.	CONCRETE BARRIER
E	EASEMENT
F.M.	FENCE
G.A.S.	GRASSY AREA
L.E.	LANDSCAPE
P.F.	PERMANENT FENCE
R.F.	RUBBER FOOTING
S.G.	SHRUB GROWTH
T.R.	TERRACE
V.H.	VARIOUS HANDS
W.D.	WOOD DECK
X	MINOR FLOOD HAZARD

FRANCISCO RIOS
REGISTERED PROFESSIONAL LAND SURVEYOR
REGISTRATION NO. 4642

RIOS SURVEYING, L.L.C.
COPYRIGHT 2023 - FIRM NO. 10117600
221 S. WILLIAMS ROAD, SAN BENITO, TEXAS 78586
PHONE (956) 361-8179 / 361-1833
FAX (956) 361-9254

DATE :	2023-06-44
SCALE : 1"=20'	JOHN

PLANNING AND ZONING COMMISSION MINUTES

September 27, 2023

Public hearing and take action to consider a request to rezone from Residential, Single-Family ("R-1") District to Residential, Duplex ("R-2") District for a property located at 718 North "C" Street, bearing a legal description of Lot 2, Block 1, Shaw Addition.

Applicant: Mario and Norma Linan

City Planner Esteefania Hernandez presented the request to rezone before the Board. She provided information about the subject property, as follows:

- The property already has a single family residence with frontage facing the alley and half of the property facing "C" Street.
- The applicant is proposing to build a second residence on the lot.
- The single family residence is approximately 1,200 sq. ft. It has been in existence since 1960 and it faces a 13 foot wide unpaved alley.
- Ms. Hernandez referred to the aerial view of the property. The surrounding uses are single, family residential to the North, East, South and West.
- Ms. Hernandez referred to the street view from "C" Street. She pointed out it looks like a field from "C" Street. She referred to a wooden fence that would separate the two proposed homes. Ms. Hernandez then showed the street view from the alley. She pointed out the driveway that connects to the alley.
- Ms. Hernandez referred to the legal notice map. A total of 23 notification letters were sent out around September 11th. Out of the 23 notices, staff received two phone calls in opposition. She then shared that an opposition letter was delivered to the staff at approximately 4:00 p.m. today. She pointed out the letter of opposition is an addendum to the meeting packet. She then explained that the person that drafted the letter had originally called in opposition of the change because they do not want more families on one lot. Both he and his daughter, who are both property owners in the area of separate lots, shared frustrations. Under previous circumstances, they were told the rezoning change would not be allowed. They previously had a second dwelling or duplex and were told to remove them. Now this change has come along and so they wanted to express opposition.
- Ms. Hernandez indicated the request is generally consistent with the future land use plan. The R2 zoning designation is generally considered low density residential and is therefore in-line with the comprehensive plan. For this reason, she said, staff does recommend approval of this change. She referred to the future land use map and also the petition of the opposition letter on the presentation slides.
- Ms. Hernandez stated staff did recommend approval of the rezoning application and indicated she would answer any questions from the Board. She shared the applicant was not present.

Cmr. Cruz-Velazquez asked for clarification on the calls for opposition and whether these were in addition to the petition and letter of opposition. Ms. Hernandez explained that one of the two calls received came from the person who drafted the letter. Cmr. Clinton-Solis confirmed there are two total claims received.

Chairman Consiglio asked about the width of the lot. Ms. Hernandez reported the subject property has 50 feet of frontage along "C" Street and has a depth of 140 feet. Chairman Consiglio asked to see the aerial view of the subject property and then asked if they were all

single family occupying the individual lots. He asked to confirm if there wasn't another lot that had a single family or other structure in front and back. Ms. Hernandez said "no" and explained that most of the homes are oriented in a way that sits pretty close to the street, with respect to a 20-foot setback.

Chairman Consiglio pointed out that he believed the applicant had just walked in. Ms. Hernandez confirmed and indicated they could answer questions the Board may have of them.

Cmr. Sanchez asked for clarification about whether homes/structures are fronting "C" Street or the alley. Ms. Hernandez said that from her review of the area during the on-site visit last week, most of the homes in the area facing "C" Street with the exception of a few facing Lela Street. In that review she noted the subject property was the only one not facing or did not have a front door facing "C" Street. Chairman Consiglio asked if the other structure on that property had a front door facing the alley. Ms. Hernandez explained that currently there is only one structure in existence and is facing the alley. She continued explaining that if the rezoning was to move forward tonight and with the City Commission, the applicant wants to build a second structure on the lot that would ideally orient towards "C" Street.

Chairman Consiglio stated the duplex was what they were asking for in the rezoning and asked whether the actual building of a duplex on the backside of the lot would be another commission's or the build department's concern. Ms. Hernandez said "yes" and said that they would be subject to current landscaping and parking requirements.

Cmr. Gamez asked to confirm that there was already an existing building/house. Ms. Hernandez said "yes" and shared the house has been in existence since 1960. She shared a better view from N. "C" Street. She said that with the wooden fence in the middle, the lot is almost divided in half but that it is one lot in its entirety with the existing home facing the alley. Mr. Cervantes asked Ms. Hernandez to share the survey map. Ms. Hernandez pointed out the vacant space seen from the street view and the actual home in existence.

Chairman Consiglio asked what precedent is set by allowing someone to rezone a lot and then build on a lot and have two independent structures. Mr. Cervantes said that we have been processing these types of re-zonings for the past year or two. He said that normally they have been approved. The Chairman asked if approved administratively. Mr. Cervantes said the requests have been coming before the Board, from different places. He mentioned recently a similar request was approved along Filmore Avenue. He said that if there is no opposition, because it is still considered low density residential, these requests have been approved. Chairman Consiglio stated that in other instances, and the reason he asked if approved administratively, is because it seemed the structures had been removed or were going to be removed for redevelopment and this is not that; this is about building a second. He asked if we are going to be okay with rezoning and allowing a second build. He used the example of being able to build an efficiency apartment on his lot. In response, Mr. Cervantes said to remember that the house that is there now could be demolished tomorrow and so with the R2 zoning, the owner could build a new duplex on the one lot and he would just need to comply with the three (3) required parking spaces. The Chairman added that they could also keep the structure there and build. Mr. Cervantes confirmed by saying they could keep the house there and add a second unit attached to that one and provide the three (3) parking spaces.

Cmr. Sanchez confirmed that it would have to be attached to the existing structure. Mr. Cervantes said yes. The Chairman stated that this is what he was getting at. That something will have to be done and it will not be two independent structures. Mr. Cervantes stated they have to

get a permit and so they will have to connect to the house if they want to keep the existing structure and they will have to have a firewall in between the two units or that the house could be demolished and then build a new duplex.

Chairman Consiglio stated precedence is a concern of his. He stated they have had these before but it has always been a redevelopment. He remarked the applicant was present and that perhaps these were questions that could be answered. The Chairman asked the applicant to approach the podium and state their name for the record.

Norma and Mario Linan

Mr. Linan stated they have done several homes. They buy homes that are ready to be demolished or in very bad shape and restore them. He said they are hoping to fit another small home facing the street. He said there was a house there previously and the utilities are there and the only thing that is not there is the structure. He said they could either put an independent small, 1-bedroom house there or attach it to the one that is there to create a duplex. Cmr. Sanchez stated that would be the expectation, that if they want to keep the existing structure, the new one would need to be attached. Mr. Linan agreed to the options and stated that this is why they were here. He said they will work with whatever the Board will let them do but that they would like to put another structure there. Cmr. Gamez asked if attached or independent. Mr. Linan said he knows they have to meet the city codes. He said he knew they have to put in a new driveway and have to meet the setbacks. He said they are familiar with it because this is not the first home they have done. He shared that last year they did one on "7th" Street and they are nice once they are done and are like new homes. And of course, he said he knows they have to pay taxes and that those taxes are revenue for the city. Chairman Consiglio asked him if rezoning today was necessary to continue with their plans. The Chairman indicated that right now it didn't seem like there was a concrete plan about whether to attach or build independently. He added that once the rezoning is done, it is done and he could move on from this project. The Chairman said that to protect the public interest, if a rezoning is to be granted but the plans are not really solidified, that this is why he is asking if the rezone needs to happen today.

Mr. Linan asked for clarification, if the Chairman was telling him he needed to get a draft person to get a layout/design of the home and how they are going to attach it. The Chairman said that this was not what he was saying. At this point Mr. Cervantes stepped in and stated that Mr. Linan paid the fee to come before the Board for rezoning. He added that the item can be approved, denied or tabled. Cmr. Clinton-Solis voiced that they have to "take it up". Mr. Cervantes said that action must be taken and due process given to him. Mr. Linan added that they had also updated a duplex on the same block. He said he knows they don't have a picture of it but it is on Lee Street and they revised a duplex and a home on the same block and they are all on the same lot, which is similar to what he is visioning for the subject property.

Chairman Consiglio asked if there were any questions for the applicant. He said there is a Public Hearing for the item so he indicated they could go to that and then continue the discussion. He thanked the applicant for their presence and then stated he would proceed to the Public Hearing. At this point Mr. Linan reiterated that they are willing to do whatever the City will let them do and that they will be in compliance with whatever they need to provide, using the examples of permits and a driveway. Ms. Linan added that they can't move forward until the Board tells them they can move forward. She said they can't be making plans then to be told no. The Chairman said that this is why he asked where they were in the development process. Mr. Cervantes stated that they were at "first base". The Chairman said he believed rezoning is a very important step but also protecting our neighborhoods and protecting the people that live there and remarked that there was opposition. Mr. Linan stated that this is why they are here. He

referred to Ms. Linan's statements and said they can't make any plans because they don't know what the Board will agree on; that once the Board decides; they will base their plans accordingly.

Chairman Consiglio opened the Public Hearing. He asked if anyone would like to speak on this item, for or against. Hearing none, the Chairman closed the Public Hearing and asked if there was a motion or any further questions for the staff.

Cmr. Perez stated he had a question about access to the front from the folks in the back. He asked how those residents would get mail and access to emergency services. He asked if there was access from the front, saying he understood there was an alley. Mr. Linan said their front was the alley. Cmr. Perez asked where they would get their mail. Mr. Linan indicated the alley. Cmr. Perez asked if the mail would be delivered in the alley. Mr. Linan corrected himself and said they get their mail up front on "C" Street. He said that they will have to install a double mailbox. Cmr. Perez asked if they would have to go through the alley and around. Mr. Linan said yes. He added that the current residents are doing it right now and confirmed that all their access is through the alley. Cmr. Clinton-Solis asked if the fence would come down and they could walk through the property. Mr. Linan said yes. Cmr. Perez said that this is what he was getting to and again asked if they would have access. Mr. Linan said yes.

Cmr. Sanchez asked if the alley was maintained by the city. Mr. Cervantes responded by saying it was a city alley that is unpaved. Cmr. Sanchez restated confirming that it was unpaved but maintained. Mr. Cervantes said it has caliche and basic maintenance. Mr. Linan said they have a parking area with caliche and they are able to come in and out. He added that at one time the city maintained the alley and that it looks like they had put flat top so it doesn't get muddy. He added that it was a good sized alley and that this is where the trash containers and meters were located at.

Cmr. Gamez asked about the existing structure, if it was on a concrete slab. Mr. Linan said it was on a pier and beam. He added that if you go back to what that particular was, it is completely different. He said they revise them and put everything new. He said whatever it takes. He indicated plans to put the property on housing and that, in order to put it in housing (Section 8), they need to meet all their standards – electrical, plumbing, smoke alarms, driveway, handicap bathrooms, etc. and that they get permits.

Chairman Consiglio asked if there were any further questions for the applicant or staff. No other questions came forth. Chairman Consiglio reflected that the neighborhood is older and the lots are narrow and he remarked that we would probably eventually piecemeal the area to be multi-family, R2. He remarked on the integrity of the neighborhood currently being R1 and restated that there was opposition. He said he hoped they would think on that. He asked if there was a motion. Cmr. Clinton-Solis moved to approve the request. Cmr. Cruz-Velazquez seconded. Chairman Consiglio asked if there was further discussion and after hearing none, moved the motion to a vote. The motion passed unanimously.

5)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 18, 2023**

Agenda Item:

Conduct a public hearing and consideration and possible action to adopt an ordinance on first reading amending the City of Harlingen Code of Ordinances Chapter 38, Solid Waste, Article 1, Section 38-1, Definitions, by clarifying the definition of a residence, and Article 11, Section 38-36, Maintenance of Receptacles; Coverings Required, by clarifying the maintenance of garbage receptacles, and clarifying the land uses that require garbage receptacle enclosures. Applicant: City of Harlingen

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

Signature: *Xavier Cervantes*

Brief Summary:

Project Timeline

- September 27, 2023 – Discussion of a proposed Chapter 38 ordinance amendment with the Planning and Zoning Commission.
- September 30, 2023 – In accordance with State and local law, notice of the required public hearing was published in the Valley Morning Star.
- October 11, 2023 - Public hearing and consideration of the Chapter 38 ordinance amendment by the Planning and Zoning Commission (P&Z).
- October 18, 2023 – Public hearing and consideration of the Chapter 38 ordinance amendment via 1st ordinance reading scheduled before the City Commission.
- November 1, 2023 – Pending approval of 1st ordinance reading, consideration of approval of 2nd ordinance reading scheduled before the City Commission.

Summary

- Attached to the summary are sections of the City of Harlingen Code of Ordinances, Chapter 38, Article I, Section 38-1 proposed for amendment. This ordinance was drafted after City staff had a meeting to discuss the need for multifamily residential developments containing more than two dwelling units on a lot, on having a commercial garbage receptacle with an enclosure, instead of the standard size individual container for each unit. The current policy requires a commercial garbage receptacle with enclosure for a lot containing more than three residential units, commercial, or industrial use. The proposed ordinance would expand the requirement for lots containing more than two residential units and include maintenance provisions.
- The proposed amendments to the Solid Waste Section of the Code of Ordinances generally consists of six changes being the following:
 1. The definition of a residence is amended to include two dwelling units or less instead of three units or less. This amendment is addressed on Section 39-1.
 2. A provision is incorporated in the ordinance to clarify when a type of use

requires a commercial garbage receptacle and enclosure. The proposed ordinance would require a commercial garbage receptacle and enclosure for lots containing more than two residential units, commercial or industrial uses. This amendment is addressed on Section 38-36 (d).

3. A provision in the ordinance is included on the maintenance of the garbage receptacle enclosure. This amendment is addressed on Section 38-36 (f).
 4. A provision in the ordinance is added to include the reason the size, quantity and/or frequency of collection of a commercial -type garbage receptacle may be increased for just cause by the Public Works Director or designee. This amendment is addressed on Section 38-36 (g).
 5. A provision is made to require a maneuvering drawing in case of uncertainty. This amendment is addressed on Section 38-36 (h).
 6. It establishes minimum requirements for dumpsters in multi-family developments. This amendment is addressed on Section 38-36 (i).
- The proposed changes to the Code of Ordinances have been reviewed and approved by the Public Works Director and the City Attorney.
 - The proposed changes to the Code of Ordinances are noted on the attached ordinance with the additions underlined and the deletions **stricken**.

Funding (if applicable):

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

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

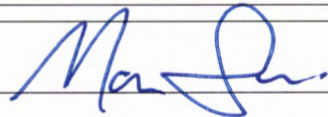
Finance Director's approval: ☐ Yes ☐ No ☐ N/A

Staff Recommendation:

Staff recommends approval.

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

Comments:

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

ORDINANCE NO. 23-_____

AN ORDINANCE AMENDING THE CITY OF HARLINGEN CODE OF ORDINANCES CHAPTER 38, SOLID WASTE, ARTICLE I, SECTION 38-1, DEFINITION, BY CLARIFYING THE DEFINITION OF A RESIDENCE, AND ARTICLE II, SECTION 38-36, MAINTENANCE OF RECEPTACLES; COVERINGS REQUIRED, BY CLARIFYING THE LAND USES THAT REQUIRE GARBAGE RECEPTACLE ENCLOSURES; PROVIDING FOR PUBLICATION AND ORDAINING OTHER MATTERS RELATED TO THE FOREGOING

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

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

WHEREAS, The City Commission of the City of Harlingen finds that it is in the best interests of the citizens of Harlingen to amend the Code of Ordinances as set forth below;

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

SECTION I: That the City of Harlingen Code of Ordinances, Chapter 38, Solid Waste, Article I, Section 38-1, Article II, Section 38-36, is hereby amended by adding the language underlined (added) and deleting the language that is stricken through (~~stricken~~) to read in full as follows.

Sec. 39-1 – Definitions

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Aircraft means any contrivance now known or hereafter invented, used, or designed for navigation or for flight in the air. The term "aircraft" shall include airplanes, gliders, helicopters and lighter-than-air craft and balloons.

Construction sites means any private or public property upon which repairs to existing buildings, construction of new buildings, or demolition of existing structures is taking place.

Garbage means refuse, all discarded animal and vegetable matter, solids after the liquid has been removed, tin cans, and bottles from any premises within the city limits.

Handbill means any printed or written matter, any sample or device, dodger, circular, leaflet, pamphlet, paper, booklet, or any other printed matter of literature which is not delivered by United States mail, including, but not limited to, those which:

- (1) Advertise for sale any merchandise, product, commodity, or thing.
- (2) Direct attention to any business or mercantile or commercial establishment, or other activity, for the purpose of either directly or indirectly promoting the interest thereof by sales.
- (3) Direct attention to or advertise any meeting, theatrical performance, exhibition, or event of any kind for which an admission fee is charged for the purpose of private gain or profit.

Litter means garbage, refuse, and rubbish, and all other waste material which, if thrown or deposited as herein prohibited, tends to create a danger to public health, safety, and welfare.

Loading and unloading dock means any dock space or area used by any vehicle for the purpose of receiving, shipping, or transporting goods, wares, commodities, and persons located on or adjacent to any stream, river, or land.

Private premises means all property, including, but not limited to, vacant land or any land, building, or other structure designed or used for residential, commercial, business, industrial, institutional, or religious purposes, together with any yard, grounds, walk, driveway, carport, garage, fence, porch, steps, vestibule, mailbox, and other structure appurtenant thereto.

Public place means any and all streets, sidewalks, boulevards, alleys, or other public ways, lakes, rivers, watercourses or fountains and any and all public parks, squares, spaces, grounds, and buildings.

Public receptacles means any receptacles provided by or authorized by the city.

Residence means any house or other dwelling unit and trailer house and apartments of ~~three~~two dwelling units or less at one location.

Trash means paper of all kinds, rags, old clothing, paper containers, pieces of wood, boxes, barrels, crates, weeds, grass, or tree limbs within the premises of the city limits.

Vehicle means every device in, upon, or by which any person or property is or may be transported or drawn upon land or water, including devices used exclusively upon stationary rails or tracks.

Sec. 38-36. - Maintenance of receptacles; covering required.

- (a) All persons shall keep and maintain any receptacle required by this article in such manner that it shall not become or constitute a public nuisance to or in the neighborhood of such premises.
- (b) It shall be unlawful for any person to allow any garbage receptacle, after the same has been emptied by the garbage collector, to be left in, on, or about the premises on which the same is kept in such manner as to be a nuisance or offensive to the public or other residents of the neighborhood of such premises.
- (c) All garbage receptacles shall be kept covered at all times except when matter is being deposited therein.
- (d) Lots containing more than two residential units, commercial lots, or lots with industrial uses, shall provide a garbage receptacle enclosure within the private property boundary as determined by the Public Works Director or designee.
- (e) It shall be considered an offense for any item to be placed in commercial containers that, because of size, weight, or any other physical property, could cause damage to the collection vehicle. These items include, but are not limited to, any one item over three feet in any dimension, any one item in excess of 50 pounds, any concrete, bricks, dirt, blocks, or other earthen material, boards (over three feet long), pallets, timbers, and the like. These items shall be placed in a roll-off container for disposal.
- (f) Any person granted a permit shall keep the enclosure used in the operation and maintenance of such business in a neat and orderly condition.
- (g) The Director, or designee, for just cause (health and or sanitation reasons, insufficient capacity, nuisance, littering) may increase the size of the commercial-type container(s), quantity of containers and/or frequency of collection and apply appropriate monthly charges without prior customer approval.
- (h) In the event that the placement of an enclosure is uncertain for approach with our refuse trucks, a drawing clearly indicating maneuvering dimensions for ingress, egress, and approach of a City refuse truck shall be required.
- (i) The Public Works Director or designee shall determine the number, size and frequency of the service required for a multifamily complex. At a minimum, a multifamily complex shall be determined to provide one two-cubic-yard dumpster to be serviced twice per week per every ten dwelling units.

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

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

FINALLY ENACTED this _____ day of _____, 2023, at a regular meeting of the Elective Commission of the City of Harlingen, Texas at which a quorum was present and which was held in accordance with TEXAS GOVERNMENT CODE, CHAPTER 551.

CITY OF HARLINGEN

Norma Sepulveda, Mayor

ATTEST:

Amanda C. Elizondo, City Secretary

PLANNING AND ZONING COMMISSION MINUTES

September 27, 2023

Discussion on a request to amend the code of ordinances to clarify the definition of a residence, and Article 11, Section 38-36, Maintenance Receptacles; Coverings Required, by clarifying the maintenance of garbage receptacles, and clarifying the land uses that require garbage enclosures. Applicant: City of Harlingen

Mr. Cervantes presented the request to amend the code of ordinances, as indicated, before the Board. He summarized the request as follows:

- He explained there are some multi-family subdivisions being processed currently. These consist of two duplexes in one lot. He said that staff would like to start requiring an enclosure for the dumpster to avoid having a 300 gallon container in the street. The requirement would be for multi-family developments of more than two (2) dwelling units. The Public Works Director would have discretion on the type of enclosure.
- The request to amend the code of ordinances is in case of being challenged by the developer.
- The developer will have to work with the Public Works department for the enclosure in order to get a building permit.

Mr. Cervantes explained that this request is merely a discussion and that language is still being worked out in the ordinance. Mr. Cervantes called upon Mr. Christopher Torres, Public Works Assistant Director, to explain some of the additions being worked on.

Mr. Torres introduced himself to the Board. He said there are two other items they want to add to the ordinance that are not currently defined.

First, when a developer submits their site plans with the location of the enclosure and if there is any uncertainty if the proposed enclosure will work, that a truck model be required so that they make sure there are safety measures within the parameters of the enclosure and that their trucks are able to safely enter and exit the location.

The other item would be the number of required containers per lot. At this time, a 300 gallon container is placed in the street in hopes it is sufficient for the location. They are coming up with a formula for the developer to know the type of container that needs to be placed in the enclosure.

Cmr. Sanchez asked about fees associated with serving the container and whether it would be broken up per unit. Mr. Torres indicated that it will depend on the type of water meter for the development. If it is a master meter, the fees will all go to the property owner or the property management company. If it is individual meters for each dwelling unit, the dumpster cost will be broken down.

Chairman Consiglio confirmed that this ordinance impacts the larger commercial subdivisions and asked if these are the larger, round containers. Mr. Torres indicated these would be the square, metal containers. He said that currently they use 300 gallon plastic containers which are placed in the street. He explained that when there are high winds, these end up on the floor when empty and then they have to send staff out to pick up and relocate the containers to their proper spot. Additionally, the lids on the 300 gallon plastic containers are not as heavy duty and they have to be replaced all the time.

Cmr. Cruz-Velazquez confirmed this was for projects moving forward and asked about projects that didn't have the requirement and are not in compliance. She asked whether they would go back. Mr. Cervantes said they have an existing subdivision on Expressway 77 by the John Deere

dealership where it is mostly developed already. He said they planned to set up a meeting with the property owners to try to establish a public-private partnership to build the enclosures after the fact. He said they have new subdivisions similar to that one in process and that they are going to make sure they get it right from the first permit.

Cmr. Clinton-Solis said she thought it was definitely needed. She shared she has had issues before and has gotten called before on Hale Avenue and Bourbon Street because there are apartment complexes there and folks throw out sofas and mattresses and everything you can imagine, and none of it is in the dumpster. For a while, she said they were told COVID people were getting their checks so they were getting new furniture and it would be a temporary situation but it is not. The problem is still out there. She said that the developers that are building these complexes need to have an appropriate amount of garbage receptacles corresponding to how many people are living in those residences. She restated the ordinance is very much needed. Mr. Cervantes said he thought it was a step in the right direction and Cmr. Clinton-Solis agreed. Mr. Cervantes added that they are getting a lot of multi-family development permits and so they needed to get this adopted soon.

Mr. Cervantes reiterated that right now this agenda item was for discussion only and next time, it would be for adoption.

Chairman Consiglio thanked Mr. Torres for being at the meeting.

6)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 18, 2023**

Agenda Item:

Conduct a public hearing and consideration and possible action to adopt an ordinance on first reading amending the City of Harlingen Code of Ordinances Chapter 109, Subdivisions, adding Section 109-193, Park Land Dedication as a condition of subdivision plat approval for a property inside the city limits or within the extraterritorial jurisdiction to be used for residential and multi-family uses; Providing for park zones, providing for payments in lieu of land dedication under certain circumstances; Providing for refunds under certain circumstances. Applicant: City of Harlingen

Prepared By: Xavier Cervantes, AICP, CPM

Title: Planning and Development Director

Signature: *Xavier Cervantes*

Brief Summary:

Project Timeline

- September 27, 2023 – Discussion of a proposed subdivision ordinance amendment with the Planning and Zoning Commission.
- September 30, 2023 – In accordance with State and local law, notice of the required public hearing was published in the Valley Morning Star.
- October 11, 2023 - Public hearing and consideration of the requested subdivision ordinance amendment by the Planning and Zoning Commission (P&Z).
- October 18, 2023 – Public hearing and consideration of the requested subdivision ordinance amendment via 1st ordinance reading scheduled before the City Commission.
- November 1, 2023 – Pending approval of 1st ordinance reading, consideration of approval of 2nd ordinance reading scheduled before the City Commission.

Summary

- The proposed amendments to the Subdivision Ordinance consist of the following:
 1. It is established why it is necessary for developers to contribute to the purchase of land for park purposes or to contribute towards park improvements. This is a result of the impact the additional residents from the residential developments will make to the city's park system.
 2. Four (4) park zones are being established. Depending on the location of the proposed subdivision, if payment is made in lieu of land dedication, the funds are proposed to be deposited in a City account in the corresponding park zone. The extraterritorial jurisdiction (ETJ) area is also divided among the four (4) park zones for staff to assign funds during plat recording accordingly.
 3. If the residential or multi-family subdivision is less than 30 acres a payment of \$450.00 per dwelling unit will be required to be paid prior to plat recording.
 4. If the residential or multi-family subdivision is more than 30 acres the developer can request to dedicate two (2) acres or more depending on the subdivision area. The request will go the Parks and Recreation Board to

make a recommendation. The final decision to accept the dedication of land instead of the payments per dwelling unit will be made by the City Commission.

5. There is a provision to adjust the \$450.00 per dwelling unit payment by \$25.00 at each anniversary of the adoption of the ordinance to be capped at \$750.00. This will be an automatic inflation factor that staff will keep track of.
 6. There is a provision to exempt developments in which the developer requested voluntary annexation (and the annexation took place) prior to plat recording. Staff is always trying to get developers to request annexation in proposed subdivisions within the ETJ. This will be an incentive to get more annexation requests which result in property taxes to Harlingen in an annual basis.
 7. There is a provision in which a developer could be granted a discounted payment in lieu of land dedication if the residential or multi-family development provides significant amenities for the residents to use within the development. The City Commission has the final decision after a recommendation from the Parks and Recreation Board.
 8. There is a provision to exempt subdivisions currently under process. The subdivisions currently in process have vested rights and State Law does not allow adding new requirements that were not in place during the subdivision application.
- The proposed changes to the Code of Ordinances have been reviewed and approved by the City Attorney.
 - The proposed changes to the Code of Ordinances are noted on the attached ordinance with the additions underlined.

Funding (if applicable):

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

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

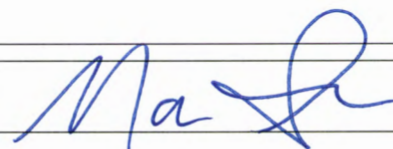
Finance Director's approval: ☐ Yes ☐ No ☐ N/A

Staff Recommendation:

Staff recommends approval.

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

Comments:

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

PARK FEE COMPARISONS

October 2023

CITY	FEES/RES.	OTHER
Alamo	\$500/Res.	Upgraded fee in 2022.
Alton	\$550/Res.	
Brownsville	\$500/dwelling unit	
Donna	\$500/Res.	Upgraded fee in 2022.
Edinburg	\$600/Res.	Developer pays ½ & Builder pays ½.
La Feria	None	
McAllen	\$750/Res.	
Mercedes	\$500/Res.	Established Park Fee Code in 2021.
Mission	\$500/Res.	
Pharr	\$250/Res.; \$1250/Acre	
Rio Grande City	\$360 per dwelling unit	
San Benito	None	
San Juan	\$725 per dwelling unit	Developer pays ½ & Builder pays 1/2; Each Yr. Park Fee increases + \$25
Weslaco	\$400/Res. \$250/Apt.	

ORDINANCE NO. 23-_____

AN ORDINANCE AMENDING THE CITY OF HARLINGEN CODE OF ORDINANCES CHAPTER 109, SUBDIVISIONS, ADDING SECTION 109-193, PARK LAND DEDICATION, PROVIDING FOR A REQUIREMENT FOR PARK LAND DEDICATION AS A CONDITION OF SUBDIVISION PLAT APPROVAL FOR A PROPERTY INSIDE THE CITY LIMITS OR WITHIN THE EXTRATERRITORIAL JURISDICTION TO BE USED FOR RESIDENTIAL AND MULTI-FAMILY USES; PROVIDING FOR PARK ZONES; PROVIDING FOR PAYMENTS IN LIEU OF LAND DEDICATION UNDER CERTAIN CIRCUMSTANCES; PROVIDING FOR REFUNDS UNDER CERTAIN CIRCUMSTANCES; CONTAINING A SEVERABILITY CLAUSE, PROVIDING FOR PUBLICATION AND ORDAINING OTHER MATTERS RELATED TO THE FOREGOING

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

WHEREAS, this ordinance is adopted to provide recreational areas in the form of neighborhood and regional parks as a function of subdivision development in the City of Harlingen; and

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

WHEREAS, it is hereby declared by the City Commission of the City of Harlingen that recreational areas in the form of neighborhood and regional parks are necessary and in the public welfare, and that the only adequate procedure to provide for the same is by integrating such a requirement into the procedure for subdividing property in the City of Harlingen;

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

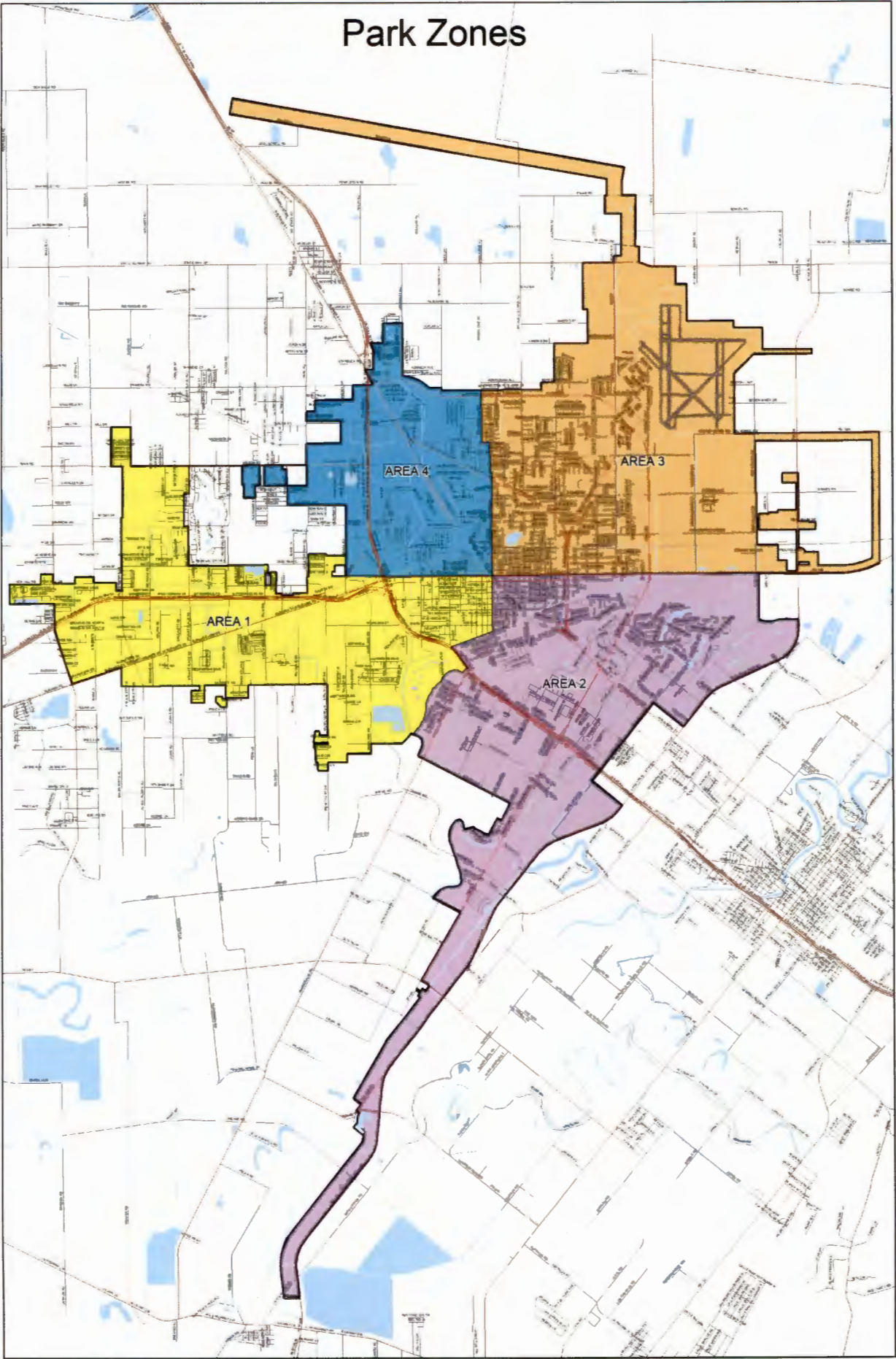
SECTION I: The City of Harlingen Code of Ordinances, Chapter 109, Subdivisions, Article VII – Cost Participation, Section 193 Park Land Dedication is hereby created by adding the language underlined to read in full as follows:

Sec. 109-193 - Park land Dedication

(a) Requirements for park land dedication: Neighborhood and community parks are those facilities providing for a variety of outdoor recreational opportunities and within

convenient distances from a majority of the residences to be served thereby. Park zones are hereby established in the map below and shall be prima facie proof that any park located therein is within such a convenient distance from any residence located therein. The residential property owners who, by reason of the proximity of their property to such parks, shall be the primary beneficiaries of such facilities. Therefore, the following requirements are adopted to effect the purposes stated.

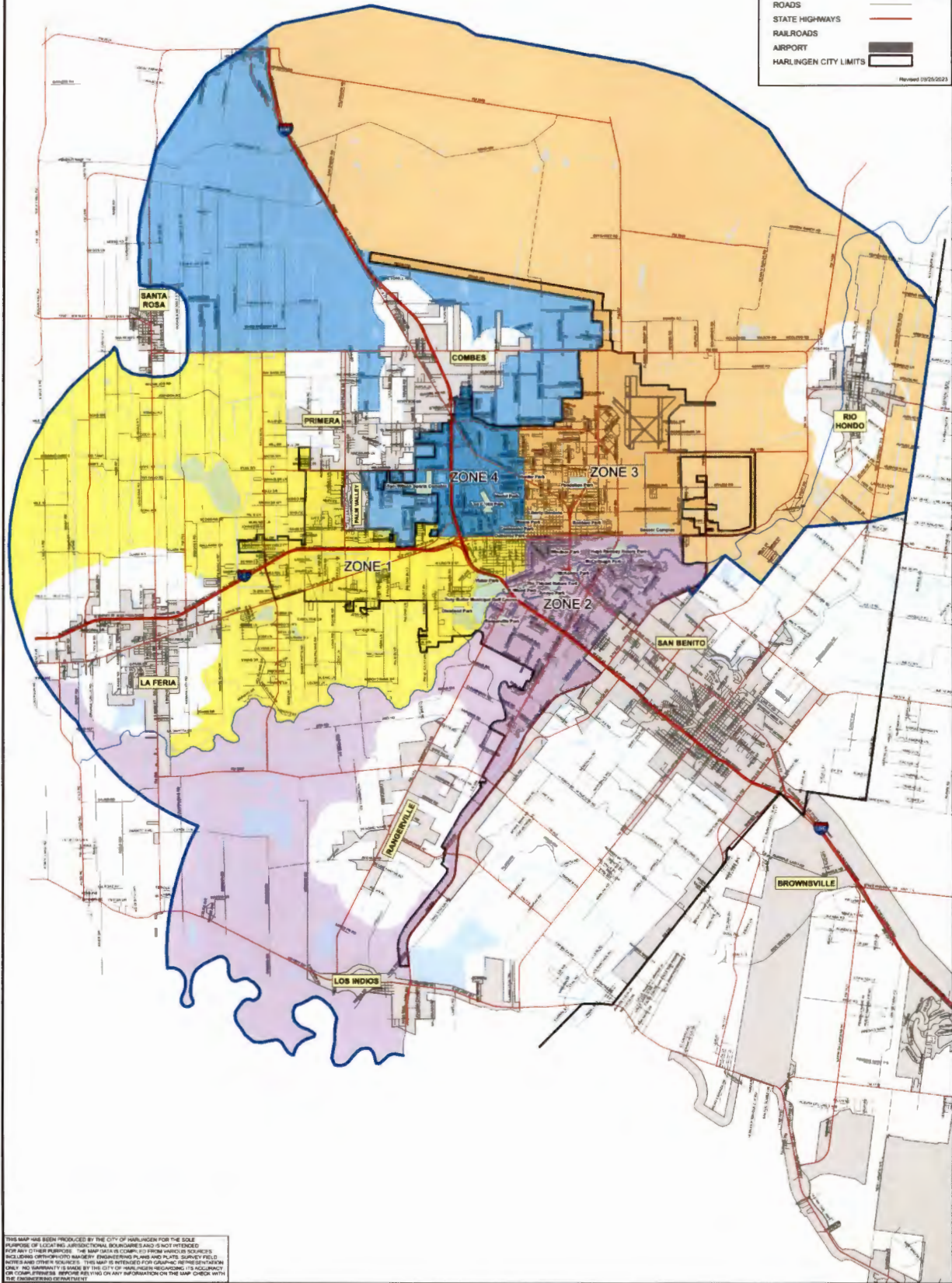
Park Zones



PROPOSED PARK ZONES



- ZONE 1
- ZONE 2
- ZONE 3
- ZONE 4



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

(1). General requirements.

a. Whenever a final plat is filed for approval with the city for the development of a residential or multi-family development within the city limits or within the extraterritorial jurisdiction, such plat shall contain a clear fee simple dedication of an area of land to the City for park purposes, which area shall equal two (2) acres for each 30 acres of net development. Any proposed plat submitted to the City for approval shall show the area proposed to be dedicated under this Section. The required dedication of this subsection may be met by a payment of money in lieu of land when permitted or required by the other provisions of this Section. For subdivisions in the Harlingen extraterritorial jurisdiction a payment of money in lieu of land shall be the only option. Residential or multi-family subdivisions within the extraterritorial jurisdiction in which the developer has requested voluntary annexation to the city limits, and the annexation took place, shall be exempt from the provisions of this section.

b. The City Commission declares that development of an area resulting in a land dedication smaller than two (2) acres for public parks purposes is impractical. Therefore, if fewer than 30 acres are proposed by a plat filed for approval, the developer shall be required to pay the applicable payment in lieu of land amount provided by Section 2, Money in lieu of land, rather than to dedicate any land area. No plat showing a dedication of less than two (2) acres shall be approved.

c. In instances where an area is required to be dedicated, the City Commission shall have the right to accept the dedication on the final plat, or to refuse same, after consideration of the recommendation of the Parks and Recreation Board. If the dedication is disapproved by the City Commission, or the development is less than 30 acres in net area, a payment in lieu of land in the amount of \$450.00 per dwelling unit shall be required prior to plat recording. The fee shall increase in the amount of \$25.00 per dwelling unit after each annual anniversary of the adoption of this ordinance to be capped at \$750.00 per dwelling unit. If the actual number of dwelling units proposed for construction exceed the figure upon which the original land dedication or payment was based, such additional dedication shall be required, and shall be made by the payment per each additional dwelling unit before the building permit is issued.

d. The general criteria for the determination to accept or reject the proposed dedicated land shall be whether or not there is sufficient park area in the public domain in the area of the proposed development or if the recreational potential for that park zone would be better served by expanding or improving existing parks, or whether or not the particular property is suitable for park purposes because of traffic conditions, environmental concerns, adjacent property uses, configuration of the

property or other appropriate criteria to be established by the City Commission.

e. In those cases where developers of land provide significant amenities, such as, swimming pools, tennis courts, basketball courts, ballfields or walking trails within the development for the benefit of those residing therein, and where, with a positive recommendation from the Parks and Recreation Board, could obtain a reduction of up to 50 percent of the required payment in lieu of land dedication.

(2). Money in lieu of land.

a. Payments may be used only for acquisition of land and improvements or for improvements to an existing park located within the same park zone as the area being developed.

b. Funds from all the park zones could be used for the acquisition of land for a regional park or for improvements to regional parks.

(3) Special fund; right to refund

a. There is hereby established a special fund for the deposit of all sums paid in lieu of land dedication for park purposes, which fund shall be known as the Park Land Dedication Fund and divided by zones as per the map in subsection (a).

b. The City shall account for all sums paid in lieu of land dedication under this Section with reference to the individual plats involved. Any funds paid for such purposes must be expended by the City within ten (10) years from the date received by the City for acquisition for development of a neighborhood park as defined herein. Such funds shall be considered to be spent on a first in, first out basis. If not so expended, the subdivision developer on the last day of such period shall be entitled to a refund of such sums without accrued interest. The developer of such property must request such refund within one (1) year of entitlement, in writing, or such right shall be barred.

(4) Additional requirements

a. Any land dedicated to the City under this Section must be suitable for park and recreational uses and approved by the City Commission.

b. Each park must have ready access to public streets.

c. Due to this Section all residential and multi-family subdivisions within the city limits or within the extraterritorial jurisdiction will require approval of the preliminary construction plans and the final plat from the City Commission.

(5) Exemption

This Ordinance shall not apply and have no effect on any subdivision in the City that a plat application has been filed prior to the passage of this ordinance.

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

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

FINALLY ENACTED this _____ day of _____, 2023, at a regular meeting of the Elective Commission of the City of Harlingen, Texas at which a quorum was present and which was held in accordance with TEXAS GOVERNMENT CODE, CHAPTER 551.

CITY OF HARLINGEN

Norma Sepulveda, Mayor

ATTEST:

Amanda C. Elizondo, City Secretary

PLANNING AND ZONING COMMISSION MINUTES

September 27, 2023

Discussion on a request to amend the code of ordinances Chapter 109, Subdivisions, adding Section 109-193, Park Land Dedication as a condition of subdivision plat approval for a property inside the city limits or within the extraterritorial jurisdiction to be used for residential and multi-family uses; Providing for park zones, providing for payments in lieu of land dedication under certain circumstances; providing for refunds under certain circumstances. Applicant: City of Harlingen

Mr. Cervantes presented the request to amend the code of ordinances, as indicated, before the Board. He summarized the request as follows:

- Mr. Cervantes started by stating that whenever there is a new residential or multi-family subdivision, there are new residents coming in that impact our park system.
- He stated that a lot of cities have ordinances that require the dedication of land for a neighborhood park or to pay a park fee. He said most of the cities in the Rio Grande Valley have this type of ordinance so the Mayor and City Commissioners are very interested in adopting such an ordinance.
- He referenced a comparison of the different ordinances in the Valley. Most of the cities in the Valley have an ordinance and the chart shows how much they charge.
- He stated that staff is proposing four (4) park zones – North West, North East, South West and South East. Depending on where a subdivision comes in, residential or multi-family, they will have to pay \$450 per lot or, if it is multi-family, \$450 per dwelling unit. An inflation factor has been included. The fee will increase by \$25 each year at the anniversary of the adoption of the ordinance. It is capped at \$600.
- Also, subdivisions in the ETJ that are residential or multi-family will have to pay this fee as well. The map showing the division for ETJ developments will be included for the next meeting so that it is clear where funds from the development will go.
- Four (4) separate accounts will be designated for each zone for funds to go to.
- The City will have 10 years to spend the monies by zone. The funds could be spent improving existing parks or the funds could be spent on purchasing land for a park. For example, on the West part of town, we don't have a lot of parks. The funds generated from that area could be used to purchase land for a new park and then the City can build the park in the future from new funds coming in or using the general fund.

Chairman Consiglio asked for estimations for the accounts and what could be generated in the next year. Mr. Cervantes said it would be difficult to estimate. This would only apply for brand new subdivisions after the adoption of the new ordinance.

Mr. Cervantes said that the way the ordinance was set up, the developer will have to go before the

Parks Board early in the subdivision process to present their subdivision and to propose to pay the park fee. The Parks Board will then make their recommendation to accept the park fee. Mr. Cervantes said that based on his experience from other cities, most developers will just pay the fee. He then shared that during his time working in McAllen, he saw the dedication of land take place instead of the park fee. He shared the instance of a developer with 160 acres who had planned to develop in phases. When he ran into the park ordinance, he proposed dedicating 4-5 acres in the middle of his development for a neighborhood park. The city accepted the dedication of land instead of the park fee and built a park later. Mr.

Cervantes said that, in his opinion, most of the subdivisions that will come after the adoption of this ordinance, 99% will just pay the park fee.

Mr. Cervantes re-summarized the starting process of how the ordinance will work. He added that when the subdivision comes before the Planning and Zoning Commission for approval, it will come in with the recommendation of the Park Board to accept the park fee and then they will go before the City Commission for final approval.

Cmr. Villarreal asked if the park fees will also apply for apartment complexes too. He estimated an amount of \$54,000 for 120 units and said that most developers will be able to add the amount to their financing but that there are some developers not as financially worthy. He asked if there can be a payment plan in place. Mr. Cervantes said no but then he added that there is something in the ordinance that if there is an apartment complex where they are showing amenities like a playground or swimming pool, a discount can be applied for.

Cmr. Villarreal posed another scenario of buying 20 acres to be divided into 20 lots. He asked if the fee would need to be paid upfront before the start of subdividing or if it is paid at the start of subdividing. Mr. Cervantes used the example of the Paloma Ranch subdivision that was approved a year ago and will be developed in phases. He explained that if it was new, coming in today, they would pay the park fee as they record each phase. Cmr. Villarreal confirmed it would not need to be paid all at once. Mr. Cervantes confirmed if the subdivision is developed in phases. He then said that if it was developed all at once, it would be paid before it got recorded. He then used another example, Paso Real subdivision on FM 509 that has basketball courts and walking trails. He said that there is a provision in the ordinance that could offer the developer a discount for the recreational amenities being provided. Chairman Consiglio asked if there was a formula for the discount. Mr. Cervantes said it was at the discretion of the City Commission, up to 50%. The ultimate decision would be up to the City Commission.

Mr. Cervantes summarized the process.

- The developer will go before the Parks Board.
- The Parks Board will make their recommendation.
- The subdivision and recommendation will go before the P&Z Commission for their recommendation.
- With the Parks Board and the P&Z Commission, the developer will present his/her plans and, if amenities are being provided, request for a discount on the park fees.

At this point Mr. Cervantes made one final note. He said that there is language in the ordinance that if annexation is being requested, the dedication of land or park fee will not apply. He said that staff always tries to get developers to request annexation. The ordinance should not be a hindrance to request annexation and instead should be an incentive. He added that it is much better to get property taxes year after year from the subdivision than one-time park fees. Cmr. Villarreal confirmed that if you were in the county and requested annexation then the park fee is not paid. Mr. Cervantes said that developers in the ETJ will be advised of the incentive for annexation.

Cmr. Villarreal asked about the annexation process for areas not adjacent to the city, in light of legislation regulations about annexation. Mr. Cervantes said that the only option the city has right now is voluntary annexation. Cmr. Villarreal asked about an area in the middle of the County. Mr. Cervantes used an example on the map to explain how it is done. He said

they would have to annex the roadway to get to the property. If it is a County road then he would need to check with the county; if a State road then he would have to check with the State to make sure they are okay with it. Mr. Cervantes explained that the annexation needs to be contiguous and not like an island. Cmr. Villarreal asked what would happen if the County said no and whether the fee would need to be paid. Mr. Cervantes indicated it wouldn't be likely because the County benefits by not having to maintain the road anymore. He said the County is always happy to give the City roads.

Chairman Consiglio asked if there is a variance or anything that can be granted with this requirement. Mr. Cervantes said they can request the variance and the City Commission will make the final decision. The Chairman asked what else could qualify as a variance if hardship or financial is not one. Mr. Cervantes said the provision of recreational amenities was really the only variance. Chairman Consiglio confirmed that would be a variance. Mr. Cervantes brought up Paso Real and said, because of the amenities they provide, a fifty percent (50%) discount could be pursued.

Cmr. Sanchez asked if the rule would apply throughout the ETJ up to the 5-mile mark. Mr. Cervantes said a map will be included in the ordinance that shows how the ETJ will be split so that it is clear to staff to know what park zone to send the funds to.

Cmr. Sanchez asked if the legal department has looked at the ordinance and said it was okay. Mr. Cervantes said that he sent it to the attorney last week and he was okay with it. Cmr. Sanchez said that the reason he was asking was because when the city was considering the curb and gutter vs. the roadside ditch, there was a distinction made for within the 2-mile radius or something like that. He asked if there was any consideration given to that. He gave the example of being 5 miles from the city limit and being up north at the north county line. He said that might be a variance request he wanted to throw out there. Mr. Cervantes said that doing so would open up the flood gates to other similar subdivisions so it is best to keeping the variances (discounts) for amenities only.

Cmr. Villarreal asked how it would be handled if there were overlapping ETJs and asked if that happened at times. Mr. Cervantes said they have ETJ boundaries, using San Benito as an example. He said they have agreements, also with Primera, and other surrounding cities.

Cmr. Sanchez said he thought this was a good concept and said he hoped something similar with drainage could be done to possibly fund regional detention ponds. He said that developers could pay into a regional type of solution and address it that way.

Chairman Consiglio asked if anyone had any further comments before moving onto the next agenda item.

7)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 18, 2023**

Agenda Item:

Conduct a public hearing and consideration and possible action to adopt an ordinance on first reading amending the City of Harlingen Code of Ordinances Chapter 111, Zoning, Article V, Section 111-119 Yard Setback Regulations, by establishing a section which allows a special exception to be granted to the minimum setback requirements for carports. Applicant: City of Harlingen

Prepared By: Xavier Cervantes, AICP, CPM

Title: Planning and Development Director

Signature: *Xavier Cervantes*

Brief Summary:

Project Timeline

- September 27, 2023 – Discussion of a proposed zoning ordinance amendment with the Planning and Zoning Commission.
- September 30, 2023 – In accordance with State and local law, notice of the required public hearing was published in the Valley Morning Star.
- October 11, 2023 - Public hearing and consideration of the requested zoning ordinance amendment by the Planning and Zoning Commission (P&Z).
- October 18, 2023 – Public hearing and consideration of the requested zoning ordinance amendment via 1st ordinance reading scheduled before the City Commission.
- November 1, 2023 – Pending approval of 1st ordinance reading, consideration of approval of 2nd ordinance reading scheduled before the City Commission.

Summary

- Attached to the summary are sections of the City of Harlingen Code of Ordinances, Chapter 111, Article V, Section 111-119 proposed for amendment. This ordinance was drafted after City Planning staff receiving several requests by property owners on building a carport within the setback requirements. Some of the carports have also been built without building permits and are typically encroaching in the setbacks, which triggered the need for a variance request. Currently, the only option to allow carports within the setbacks is if a variance is granted by the Zoning Board of Adjustments. Most of the variance requests for an encroachment in the setback are denied by the Zoning Board of Adjustments since the applicant does not have a hardship. The proposed ordinance would reduce the need for variance request and would allow a carport within the setbacks through a special exception approved by the Zoning Board of Adjustments.
- Chapter 211, Municipal Zoning Authority, Section 211.008 of the Texas Local Government Code says that the governing body may authorize the board of adjustment, in appropriate cases and subject to appropriate conditions and safeguard, to make special exceptions to the terms of the zoning ordinance that are consistent with the general purpose and intent of the ordinance and in accordance with any applicable rules contained in the ordinance.

- The proposed amendments to the Zoning Section of the Code of Ordinances consist of the following:
 1. The ordinance establishes a criteria that the Zoning Board of Adjustments shall use to grant a special exception for a carport. There is no vehicular access to an area behind the required front building line that would accommodate a parking space, and the carport will not have a detrimental impact on the surrounding properties. The Board shall also consider that the special exception is compatible with the character of the neighborhood, the value of the surrounding properties will not be adversely affected, suitability of the size and location of the carport, and the materials used in the construction of the carport.
 2. A provision is incorporated in the ordinance to clarify that storage of items other than the motor vehicle is prohibited in carports.
 3. A size limit of the carport is incorporated in the ordinance. The proposed ordinance will not allow a carport granted in this section to exceed 400 square feet.
 4. The special exception granted under this section shall run with the land, and may be transferred, sold, inherited, bequeathed, or devised. A new special exception shall not be required upon any change or transfer in ownership of the underlying tract.
 5. The special exception granted under this section by the Zoning Board of Adjustment, shall require the site plan and the meeting minutes to be recorded with the Cameron County Clerk's Office.
- The proposed changes to the Code of Ordinances have been reviewed and approved by the City Attorney.
- The proposed changes to the Code of Ordinances are noted on the attached ordinance with the additions underlined.

Funding (if applicable):

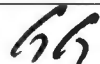
Are funds specifically designated in the current budget for the full ☐ Yes ☐ No*

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

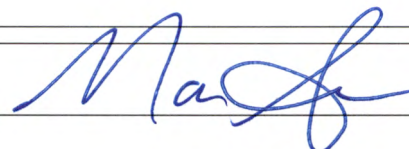
Finance Director's approval: ☐ Yes ☐ No ☐ N/A

Staff Recommendation:

Staff recommends approval.

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

Comments:

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

ORDINANCE NO. 23-_____

**AN ORDINANCE AMENDING THE CITY OF HARLINGEN
CODE OF ORDINANCES CHAPTER 111, ZONING,
ARTICLE V, SECTION 111-119 YARD SETBACK
REGULATIONS, BY ESTABLISHING A SECTION WHICH
ALLOWS A SPECIAL EXCEPTION TO BE GRANTED TO
THE MINIMUM SETBACK REQUIREMENTS FOR
CARPORTS; PROVIDING FOR PUBLICATION AND
ORDAINING OTHER MATTERS RELATED TO THE
FOREGOING**

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

WHEREAS, The amendments are also consistent with the goals of the One Harlingen Comprehensive Plan, of streamlining the development policies to promote Harlingen as an attractive and development option; and

WHEREAS, The amendments are also consistent with Chapter 211, Municipal Zoning Authority, Section 211.008 of the Texas Local Government Code; and

WHEREAS, The Planning and Zoning Commission has reviewed the proposed amendment and has recommended approval; and

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

WHEREAS, The City Commission of the City of Harlingen finds that it is in the best interests of the citizens of Harlingen to amend the Code of Ordinances as set forth below;

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS
OF THE CITY OF HARLINGEN, TEXAS, THAT:**

SECTION I: That the City of Harlingen Code of Ordinances, Chapter 111, Zoning, Article V, Section 111-119, is hereby amended by adding the language underlined (added) and deleting the language that is stricken through (~~stricken~~) to read in full as follows.

(D) Special exception for carports

1. The zoning board of adjustment may grant a special exception to the minimum setback requirements for a carport when, in the opinion of the board:

- a. There is no adequate vehicular access to an area behind the required front building line that would accommodate a parking space; and
 - b. The carport will not have a detrimental impact on surrounding properties.
2. In determining whether to grant this special exception, the board shall consider the following factors:
 - a. Whether the requested special exception is compatible with the character of the neighborhood.
 - b. Whether the value of surrounding properties will be adversely affected.
 - c. The suitability of the size and location of the carport
 - d. The materials to be used in construction of the carport
3. Storage of items other than motor vehicles is prohibited in a carport for which a special exception has been granted under this subsection.
4. If the Zoning Board of Adjustments grants a special exception as provided in this section, the site plan and the minutes of the Zoning Board of Adjustments meeting shall be officially recorded with Cameron County.
5. Any special exception granted under this chapter shall run with the land and may be transferred, sold, inherited, bequeathed, or devised.
6. A new special exception shall not be required upon any change or transfer in ownership of the underlying tract; a special exception granted to a previous applicant does confer any right to any other individual or corporation to maintain the carport without approval from the zoning board of adjustment.
7. No carport for which a special exception has been granted under this subsection shall exceed 400 square feet in size.

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

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

FINALLY ENACTED this _____ day of _____, 2023, at a regular meeting of the Elective Commission of the City of Harlingen, Texas at which a quorum was present and which was held in accordance with TEXAS GOVERNMENT CODE, CHAPTER 551.

CITY OF HARLINGEN

Norma Sepulveda, Mayor

ATTEST:

Amanda C. Elizondo, City Secretary

PLANNING AND ZONING COMMISSION MINUTES

September 27, 2023

Discussion on a request to amend the code of ordinances Chapter 111, Zoning, Article V, Section 111-119 Yard Setback Regulations, by establishing a section which allows a special exception to be granted to the minimum setback requirements for carports. Applicant: City of Harlingen.

Mr. Cervantes presented the request to amend the code of ordinances, as indicated, before the Board. He summarized the request as follows:

- The City Commissioners are very interested in this ordinance that would allow car ports within the setbacks.
- There is a provision in State law that allows for this with a special exception. They would have to apply.
- Requests would have to go before the Zoning Board of Adjustments and not the Planning and Zoning Commission. He said that similar to rezonings, staff would have to send out notifications to property owners within a 200-foot radius.
- Cases would go before the Zoning Board of Adjustments (ZBA) which is a totally separate Board. This Board is a quasi-judicial Board, with their decisions being final. He added that with the ZBA, there is no appeal to the City Commission.

Chairman Consiglio asked what the benefit to the community was. Mr. Cervantes said that, especially in the older neighborhoods, homeowners want to build carports within their front setbacks but they are not allowed.

Mr. Cervantes continued explaining that when applying, the homeowner would have to submit a schematic of what they want to do. If the surrounding property owners have no objections, the ZBA may approve the request. If so, a permit could be issued.

Mr. Cervantes shared a video produced by the City of McAllen regarding carports. Mr. Cervantes explained that in McAllen, approval was granted to the property owner only. If there is a change in ownership, the new owner would have to apply for a new special exception. With the proposed ordinance, the special exception would be approved for the life of the use of the carport to run with the land. This is the difference between the two ordinances. Mr. Cervantes further shared that the McAllen ordinance has been in existence for 4-5 years and has been working well for them. He said that sometimes the requests are not approved, depending on the situation. Sometimes the neighbors will show in opposition or present deed restrictions that cause the request to be denied.

Chairman Consiglio asked if the ordinance would dictate building materials or anything in that regard such as the purchase of the metal structure ones. Mr. Cervantes said it could be metal or wood. Chairman Consiglio said it could be whatever they wanted to do. Mr. Cervantes said yes and then said that you would want it to fit with the neighborhood and fit with the house. He reiterated the submission of schematics to go before the Board. If the Board felt it didn't fit the neighborhood, they could table the item and ask for new schematics. Or, if there is a lot of opposition, they might just deny the request.

Chairman Consiglio asked if there were any further questions for staff. Hearing none, he proceeded to Mr. Olivo's report.

8)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 18, 2023**

Agenda Item:

Consideration and possible action to approve the preliminary construction plans and final plat with conditions for the proposed Garrett Acres Subdivision, bearing a legal description of 15.54 acres of land out of Block 36, Stuart Place Subdivision Survey 298, located at the northwest corner of Doan and Garrett Roads. Applicant: Moore Land Surveying LLC c/o Marin-Zarate Development LLC

Prepared By: Xavier Cervantes, AICP, CPM

Title: Planning and Development Director

Signature: *Xavier Cervantes*

Brief Summary:

Project Timeline

- August 14, 2023 – Original preliminary and final plat application and subdivision application submitted to the City (**ATTACHMENT I**).
- September 7, 2023 – Letter sent to applicant outlining deficiencies; application deemed incomplete.
- September 25, 2023 – Preliminary and final plat resubmitted to the City.
- October 3, 2023 – Preliminary and final plat deemed complete.
- October 11, 2023 – Consideration of the preliminary construction plans and final plat by the Planning and Zoning Commission.

Summary:

- The proposed subdivision consists of 3 residential lots and is located inside the City Limits at the northwest corner of Doan and Garrett Roads.
- The intended use is allowed based on the existing zoning designation of Residential, Single-Family ("R-1").
- Water and wastewater services will be provided by Harlingen Water Works System.
- All the conditions on the preliminary construction plans and the final plat will be addressed prior to the recording of the final plat.
- As per the new Subdivision Development Guide, the developer is proposing to widen a Drainage District No. 5 ditch located along the north side of the subject property. Instead of providing on-site detention the developer is requesting approval to dedicate right-of-way to the Drainage District and to widen the ditch instead. (**ATTACHMENT IX**) Under the provisions of the new Guide these types of subdivisions are approved or disapproved by the City Commission after a recommendation from the Planning and Zoning Commission. The city engineer is recommending approval.

Staff Recommendation:

Staff recommends approval of the preliminary construction plans and final plat with the following conditions:

1. Compliance with the requirements from the Engineering, HWWS, Fire Department, and Planning Department please see attached comments (**ATTACHMENT V – VIII**).

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

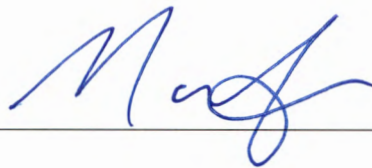
City Manager's approval:



☒ 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 GARRETT & DOAN Nearest Intersection GARRETT & DOAN
(Proposed) Subdivision Name GARRETT HEIGHTS Lot 1-3 Block 1
Existing Zoning Designation N/A Future Land Use Plan Designation SINGLE FAMILY

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent MOORE LAND SURVEYING, LLC Phone 956-245-4651 FAX _____
Email Address (for project correspondence only): D.MOORELANDSURVEYING@GMAIL.COM
Mailing Address 14292 PALIS DR City LA FERIA State TX Zip 78559
Property Owner OSCAR ZARATE Phone 956-561-9587 FAX _____
Email Address (for project correspondence only): OSCAR@MARINZARATE.COM
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:

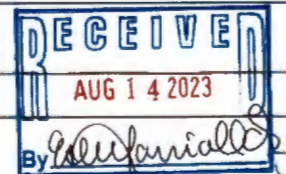
PROPOSED 3 LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION IN HARLINGEN

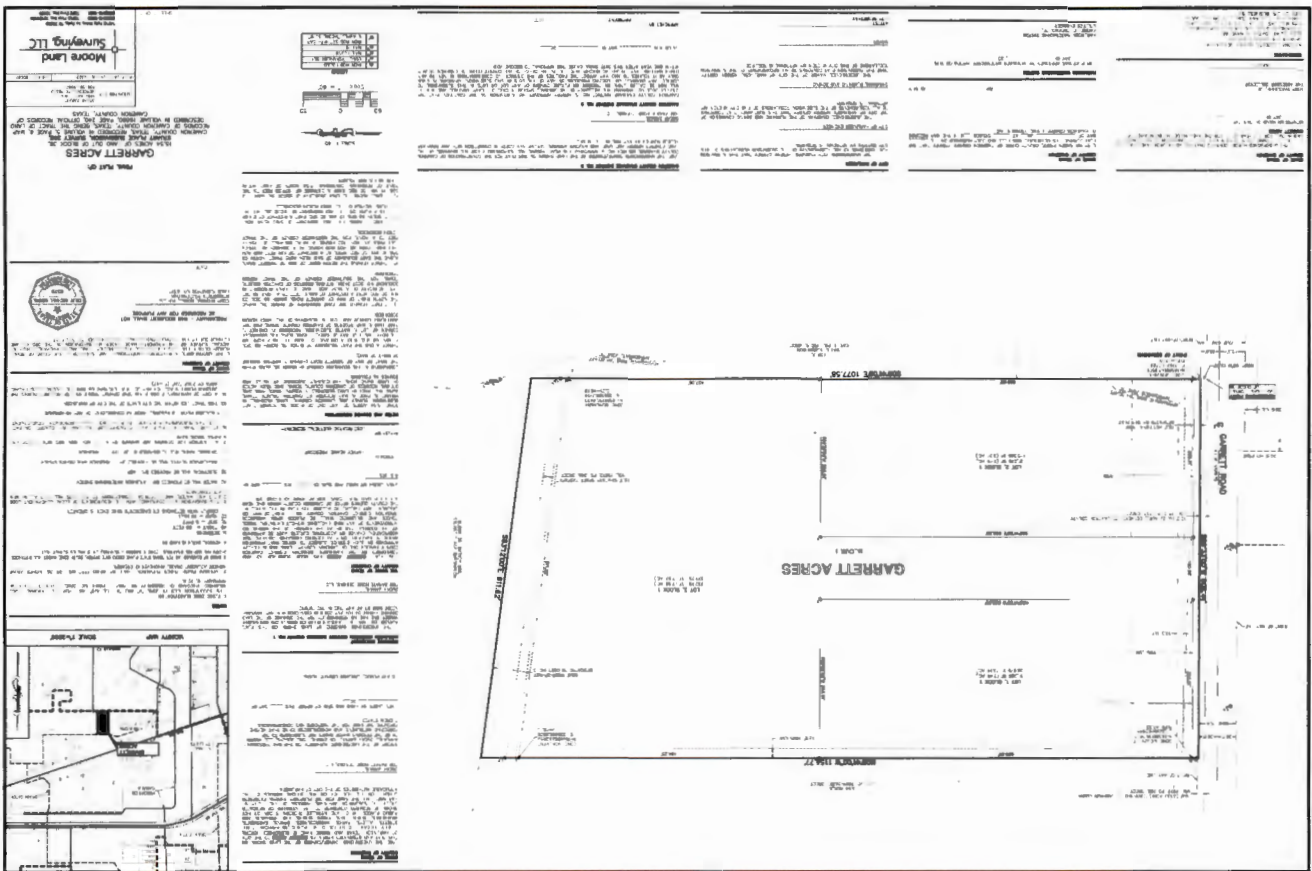
I hereby certify that I am the owner and/or duly authorized agent of the owner for the purposes of this application. I further certify that I have read and examined this application and know the same to be true and correct. If any of the information provided on this application is incorrect the permit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

Applicant's Signature: DUSTIN MOORE DUSTIN MOORE
2023.08.11 12:41:32 -05'00' Date: 11 AUG 2023

Property Owner(s) Signature: _____ Date: _____

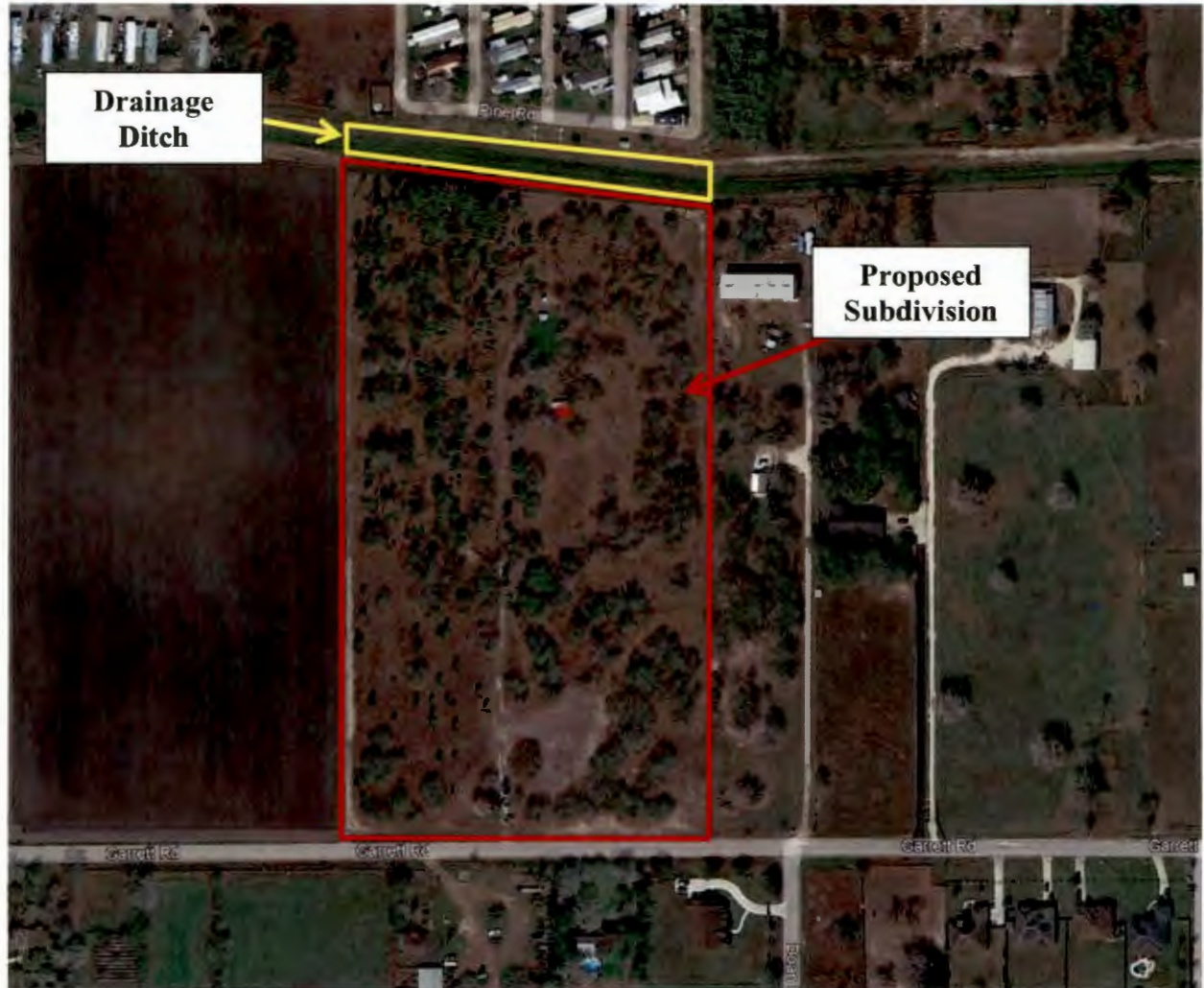
Accepted by: _____ Date: _____





Attachment II—Final Plat

Attachment III — Aerial



Attachment IV — Street View

View from Garrett Road





Planning and Development Department
502 E. Tyler Avenue
Harlingen, TX 78550
(956) 216-5101
(956) 216-5168 (fax)

10/03/2023

Dustin Moore, P.E.
Moore Land Surveying
14216 Palis Dr
La Feria, TX 78559

Re: Garrett Acres Subdivision

Dear Mr. Moore,

City staff reviewed the preliminary plans and final plat of the proposed "Garrett Acres Subdivision" submitted on September 25th, 2023. The application is considered complete subject to a list of conditions from the different City Departments. If you are in agreement with the listed conditions, please come into 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 on the agenda of the next scheduled meeting of the Planning and Zoning Commission.

Preliminary and Final:

1. Pursuant to Sec. 109-91 (d)(10) of the Code of Ordinances Chapter 109 – Subdivisions, a street assessment for Garrett Road and fees must be submitted prior to recording the plat, or provide 10' of additional pavement on Garrett Road.
2. All other applicable fees must be paid prior to recording of the final plat.

Please see attached comments from city staff and provide a comment response letter. Should you have any questions, please reach out to me at either 956-216-5101 or by email at ehernandez@harlingentx.gov.

Thank you,

A handwritten signature in black ink, appearing to read 'Estefanía Hernández'.

Estefanía Hernández
City Planner



Subdivision Review

Subdivision Name: Garrett Acres 2nd Submittal

Proposed Use: 3 Lot Single Family Residential

Location: Northeast corner of the intersection of Doan Road and Garrett Road

Developer: Marin-Zarate Development LLC

Engineer: Dustin Moore of Moore Land Surveying, LLC / (956) 245-4561
d.moorelandsurveying@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

September 26, 2023
Date

Juan Saucedo Jr
Signature



Engineering Department | 24200 FM 509, Harlingen, Texas 78550

October 2, 2023

Luis Vargas, PE, CFM
City Engineer

Mr. Joel Olivo
Assistant Director for Planning and Development
502 E. Tyler Ave., Harlingen, Texas 78550

RE: REVIEW OF GARRETT HEIGHTS SUBDIVISION, PRELIM/FINAL – 2nd SUBMITTAL

Dear Mr. Olivo,

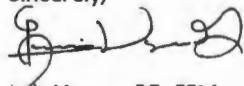
Please find comments below regarding the preliminary construction documents for the above-mentioned subdivision per Section 109-128.(a) of the City of Harlingen City Ordinances.

- ☒ Approved
☐ Approved with Conditions
☐ Disapproved

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

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

Sincerely,



Luis Vargas, PE, CFM



HARLINGEN
WATERWORKS
SYSTEM

GARRETT HEIGHTS PLAT SUBMITTAL #2

September 26, 2023

To: Xavier Cervantes, Director
Planning & Zoning Dept.
City of Harlingen

From: Gabriel E. Trevino Jr., P.E., Utility Engineer
Engineering Dept.
Harlingen Waterworks System

Response:

APPROVED

Digitally signed by Gabriel E. Trevino Jr., P.E., Utility Engineer
DN: cn=US, email=gstrevino@hwws.com, o=Harlingen Waterworks System, ou=Engineering Department, cn=Gabriel E. Trevino Jr., P.E., Utility Engineer
Reason: I attest to the accuracy and integrity of this document
Date: 2023.09.26 10:05:15-0500

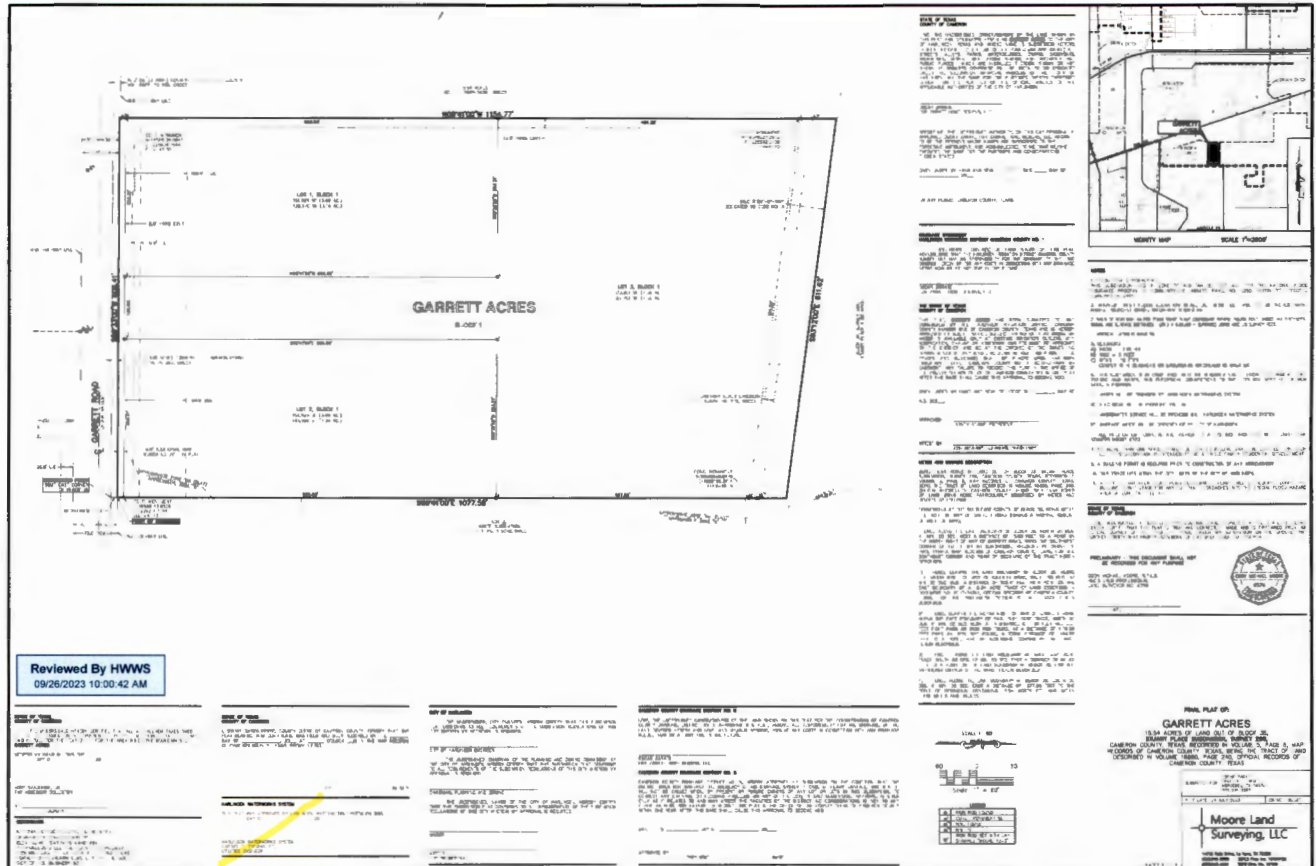
UTILITY PLAN COMMENTS: NO COMMENT

FINAL PLAT COMMENTS: NO COMMENT

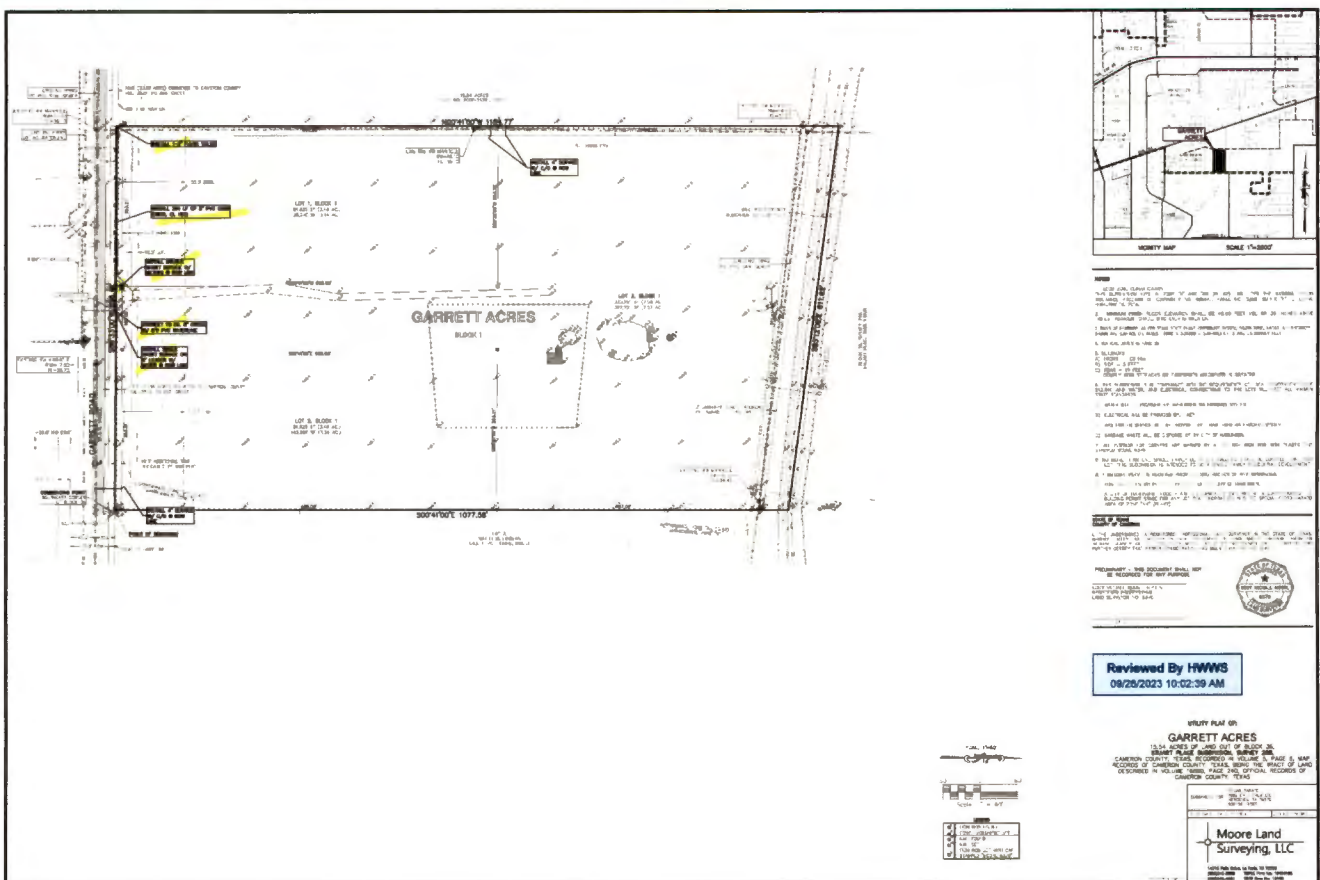
NEXT STEPS:

- 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.
- 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 VIII – Harlingen Water Works



Attachment VIII – Harlingen Water Works





August 21, 2023

Mr. Rolando Vela, Manager
Cameron County Drainage District No. 5
301 E. Pierce St.
Harlingen, Tx. 78550

RE: Garrett Estates Subdivision

Dear Mr. Vela;

We have completed our review of the preliminary and final plats and the drainage report submitted for the above noted subdivision. We have received one plan sheet titled "Grading Plat", one plan sheet titled "Utility Plat", one plan sheet titled "Final Plat", and one drainage report signed and sealed by Dustin Moore, P.E..

The subdivision encompasses 15.24 acres out of Block 36 of the Stuart Place Subdivision of Survey 298. The development is located on the north side of Garrett Road approximately 600 feet east of the intersection of Garrett Road and Beckham Road. The development proposes to create 3 lots for single family use, of which one currently has an RV on it. The subdivision is in the City of Harlingen and will have portable water service from the Harlingen Waterworks System. Sanitary sewerage disposal will be by on site systems.

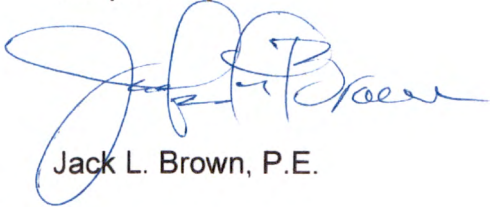
Attachment IX – Cameron County Drainage District No. 5 Letter

The development proposed to provide storm water detention to the requirements of the City of Harlingen by widening the south side of the existing District drain along the north side of the property. These improvements will be within a 60 foot right of way to be dedicated to the District.

If widening the existing drain is acceptable to the District, then we recommend approval of the preliminary plat. Final plat approval will be recommended once a license agreement for a proposed down drain and the final plat mylar is in hand with the District's required signatures. It should be noted that any changes to the preliminary and/or final plats will require approval of the District prior to filing.

Should you need anything further concerning this subdivision, please feel free to call.

Respectfully,

A handwritten signature in blue ink, appearing to read "Jack L. Brown". The signature is stylized with a large initial "J" and a long horizontal stroke at the end.

Jack L. Brown, P.E.

9)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 18, 2023**

Agenda Item:

Consideration and possible action to approve the preliminary construction plans and final plat with conditions of the proposed Tres Caminos Subdivision, bearing a legal description of 19.28 acres of land out of Blocks 11, 12, 13, and 14, Survey 295, Stuart Place Subdivision, located at the southeast corner of Doan Road and Mayfield Drive.

Applicant: Moore Land Surveying, LLC c/o Alan Johnson

Prepared By: Xavier Cervantes, AICP, CPM

Title: Planning and Development Director

Signature:

Xavier Cervantes

Project Timeline

- August 24, 2023 – Original Preliminary Construction Plans and Final Plat application submitted to the City. **(ATTACHMENT I)**
- September 7, 2023 – Preliminary construction plans and final plat deemed complete.
- September 13, 2023 – Original Preliminary Construction Plans and Final Plat resubmitted to the City.
- September 27, 2023 - The preliminary construction plans and final plat deemed complete.
- October 11, 2023 – Consideration of the preliminary construction plans and final plat by the Planning and Zoning Commission.
- October 18, 2023 – Consideration of the preliminary construction plans and final plat by the City Commission.

Summary:

- The proposed Tres Caminos Subdivision consists of twenty-one (21) single-family residential lots. It is located within the 3.5 mile ETJ, at the southeast corner of Doan Road and Mayfield Drive.
- Drainage requirements meet the current standard for a 50 year storm.
- Water and sewer will be provided by HWWWS.
- All items on the preliminary and final plat checklist will be addressed prior to the recording of the final plat.
- The developer is proposing to widen the ditch along the south side of the subdivision to comply with the city's drainage requirements. As a result this requires City Commission approval as per the adopted Subdivision Development Guide.

Staff Recommendation:

Staff recommends approval of the preliminary construction plans and final plat with the following conditions:

1. Compliance with the requirements from the Engineering, HWWWS, Fire Department, and Planning Department. Please see attached comments (ATTACHMENT IV – VIII).

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: <i>l/s</i>	☒	Yes	☐ No ☐ N/A
Comments:			
City Attorney's approval:	☐	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 DOAN & MAYFIELD Nearest Intersection MAYFIELD & DOAN
(Proposed) Subdivision Name TYLER SUBDIVISION Lot 1-21 Block 1
Existing Zoning Designation N/A Future Land Use Plan Designation SINGLE FAMILY

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent MOORE LAND SURVEYING, LLC Phone 956-245-4651 FAX _____
Email Address (for project correspondence only): D.MOORELANDSURVEYING@GMAIL.COM
Mailing Address 14292 PALIS DR City LA FERIA State TX Zip 78559
Property Owner ALAN JOHNSON Phone 956-245-2900 FAX _____
Email Address (for project correspondence only): alanjohnson7@me.com
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 21 LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION IN HARLINGEN ETJ

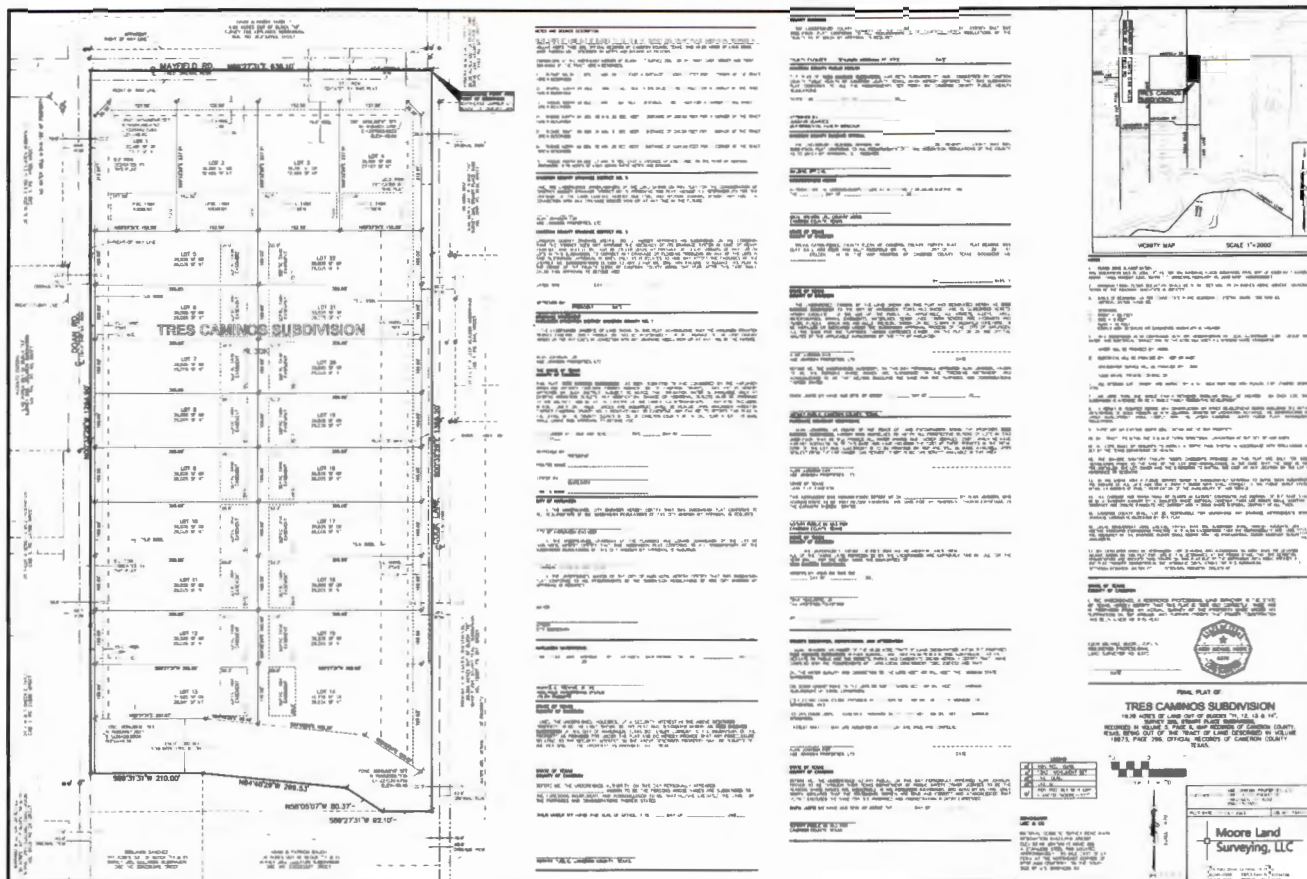
I hereby certify that I am the owner and/or duly authorized agent of the owner for the purposes of this application. I further certify that I have read and examined this application and know the same to be true and correct. If any of the information provided on this application is incorrect the permit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

Applicant's Signature: DUSTIN MOORE DUSTIN MOORE
2023.08.11 12:41:32 -05'00' Date: 11 AUG 2023

Property Owner(s) Signature: _____ Date: _____

Accepted by: _____ Date: _____

Attachment II —Final Plat



Attachment III — Aerial View



Attachment III — Street View

View from Mayfield Road



View from Cook Lane



Attachment III — Street View

View from Doane Road





Planning and Development Department
502 E. Tyler Avenue
Harlingen, TX 78550
(956) 216-5101

09/27/2023

Dustin Moore, P.E.
Moore Land Surveying, LLC
14216 Palis Drive
La Feria, Texas 78559

Re: Tres Caminos Subdivision

Dear Mr. Moore,

City staff reviewed the preliminary plans and final plat of the proposed “Tres Caminos Subdivision” submitted on September 12, 2023. The application is considered complete subject to a list of conditions from the different City Departments. If you are in agreement with the listed conditions, please come into 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 Section 109-124(c)(11)(d) of the Code of Ordinances Chapter 109-Subdivisions, Local Streets shall have a right-of-way of 60 feet.
 - a. Please clarify the ROW for Cook Lane.
2. Please label the pavement widths on the plat for Doan Road, Cook Lane, and Mayfield Road.
3. 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
City Planner



Engineering Department | 24200 FM 509, Harlingen, Texas 78550

September 27, 2023

Luis Vargas, PE, CFM
City Engineer

Mr. Joel Olivo
Assistant Director for Planning and Development
502 E. Tyler Ave., Harlingen, Texas 78550

RE: REVIEW OF TRES CAMINOS SUBDIVISION -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 note that this review shall be for conformance to subdivision regulations and the responsibility and liability for the adequacy of the design shall remain with the Engineer sealing the documents.

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

Sincerely,

Digitally signed by Luis Vargas
DN: cn=Luis Vargas, o=City of Harlingen,
ou=Engineering,
email=lvargas@harlingentx.gov, c=US
Date: 2023.09.27 13:28:24 -05'00'

Luis Vargas, PE, CFM



Subdivision Review

Subdivision Name: Tres Caminos – 2nd Submittal

Proposed Use: 21 Lot Single Family Residential in the 3.5 Mile ETJ

Location: Southeast corner of Doan Road and Mayfield Drive

Developer: Alan Johnson

Engineer: Dustin Moore of Moore Land Surveying, LLC / (956) 245-4651
d.moorelandsurveying@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

September 13, 2023
Date

Juan Saucedo Jr
Signature

Attachment VIII – Harlingen Water Works System



HARLINGEN
WATERWORKS
SYSTEM

TRES CAMINOS PLAT SUBMITTAL #2

September 26, 2023

To: Xavier Cervantes, Director
Planning & Zoning Dept.
City of Harlingen

From: Gabriel E. Trevino Jr., P.E., Utility Engineer
Engineering Dept.
Harlingen Waterworks System

Response: **APPROVED**


Gabriel E. Trevino Jr., P.E., Utility Engineer
City of Harlingen, Engineering Department
I warrant to the accuracy and integrity of this document.
Date: 2023 09 26 08:38:44-05:00

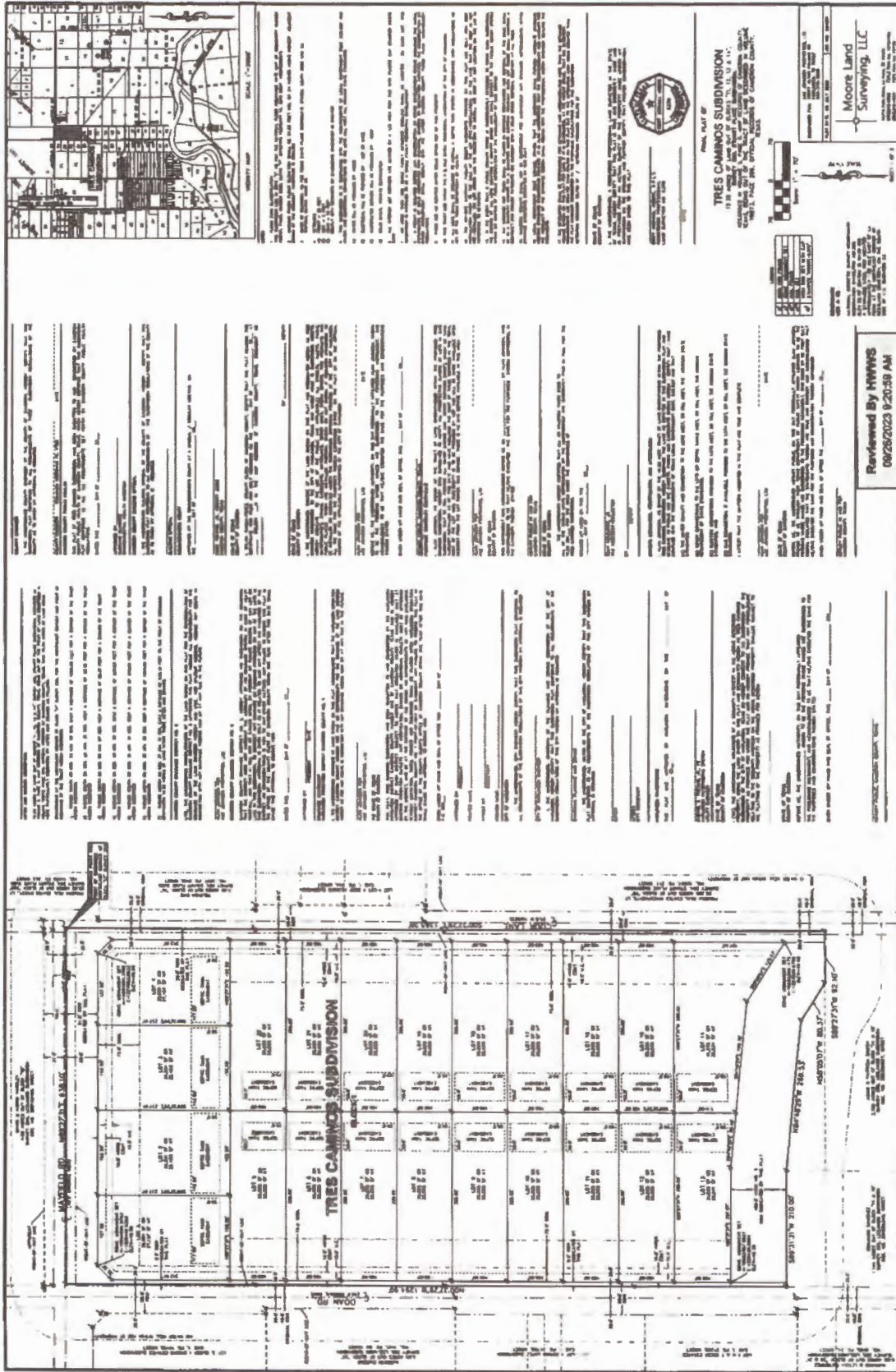
UTILITY PLAN COMMENTS: NO COMMENT

FINAL PLAT COMMENTS: NO COMMENT

NEXT STEPS:

- 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





August 21, 2023

Mr. Rolando Vela, Manager
Cameron County Drainage District No. 5
301 E. Pierce St.
Harlingen, Tx. 78550

RE: Tres Caminos Subdivision

Dear Mr. Vela;

We have completed our review of the preliminary and final plats and the drainage report submittal for the above noted subdivision. We have received one plan sheet titled "Grading Plat", one plan sheet titled "Utility Plat", one plan sheet titled "Final Plat", and one drainage report signed and sealed by Dustin Moore, P.E..

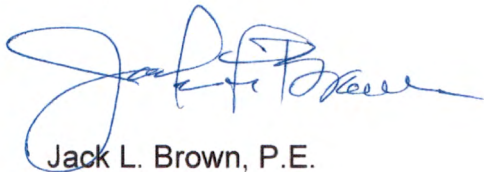
The subdivision encompasses 19.28 acres out of Blocks 11 through 14 of Survey 295 of Stuart Place Subdivision. The development is located on between Perk Land and Doan Road from Mayfield Road south to the Hensz Lateral. The development proposes to create 21 lots for single family use, of which one currently has a residence on it. The subdivision is in the City of Harlingen ETJ and will have portable water service from the Harlingen Waterworks System. Sanitary sewerage disposal will be by on site systems.

The development proposed to provide storm water detention to the requirements of Cameron County and the City of Harlingen by widening the north side of the Hensz Lateral which is at the south limits of the property. These improvements will be within a 100 foot right of way to be dedicated to the District.

If widening the existing drain is acceptable to the District, then we recommend approval of the preliminary plat. Final plat approval will be recommended once the final plat mylar is in hand with the District's required signatures. It should be noted that any changes to the preliminary and/or final plats will require approval of the District prior to filing.

Should you need anything further concerning this subdivision, please feel free to call.

Respectfully,

A handwritten signature in blue ink, appearing to read "Jack L. Brown". The signature is stylized with a large initial "J" and a long horizontal flourish.

Jack L. Brown, P.E.

10)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 18, 2023**

Agenda Item:

Consideration and possible action to approve the Facility Use Agreement between the City of Harlingen and Rio Valley Amateur-Adult Soccer Association for the use of the soccer fields at Vestal Park and authorize the City Manager to execute the agreement. Attachment (**Parks and Recreation**)

Prepared By: Javier Mendez, Parks & recreations Director

Brief Summary:

All required documents from the Harlingen Cardinals Youth Sports 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 is planning to meet on October 17, 2023 to consider the agreement with proposed changes. Staff will recommend the board approving an agreement for an additional year with the following changes. *These changes are amending the compensation portion of the agreement requiring the league to pay the City \$10.00 per registrant in the program per season. A list of registrants will have to be submitted along with the payment at the end of each season. Payments will be made at the Parks and Recreation office, located at 502 E. Tyler, Harlingen, TX, 78550. In addition, the city will square and mark fields at the beginning of the season and the league will mark fields from that point forward.* Staff is recommending approval of this agreement as presented.

Funding (if applicable):

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

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

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

Staff Recommendation:

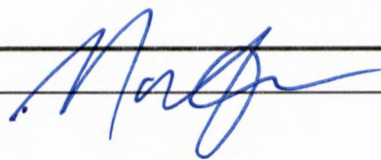
Staff recommends approval of a contract with Rio Valley Amateur-Adult Soccer Association as presented for an additional year and authorize the City Manager to execute the agreement.

City Manager approval:



Comments:

City Attorney's approval:



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 October, 2023, 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, 2, 3, at Vestal Park all located in Harlingen, Texas.

II. The term of the Agreement is as follows: Start October 18, 2023, ending September 30, 2024

III. In consideration for the use of the fields and facility, the LEAGUE shall pay the CITY, Ten (\$10.00) Dollars per registrant in the program per season. Said sum shall be payable to the CITY at the office of the Parks and Recreation Director of said CITY at 502 E. Tyler, Harlingen, Texas, 78550, (956) 216-5952 phone #, at the end of each season. A list of registrants shall accompany the payment submitted at the end of each season.

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), vendors, food trucks, corporation, etc. 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 LEAGUE hereunder except as noted below:
 - 1. CITY shall maintain grass facility areas by providing watering, fertilizing, and mowing. Said service shall be provided only on normal work days and during normal work hours. The CITY shall square and mark fields at the

beginning of the season and the LEAGUE shall drag and mark fields from that point forward. Exceptions to the provisions in this paragraph "1." shall be for the LEAGUE sponsored regional and/or national tournaments as deemed appropriate by the Parks and Recreation Director. Said tournaments shall be of a nature that has both an economic and tourism impact on the City.

2. Where installed, CITY agrees to provide utilities (except as noted in #3 below); maintain goals (Belonging to the City), 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.
- L. Lights used during practice must be turned off no later than 10:00 p.m. Failure to comply with this provision of the Agreement will result in either the LEAGUE being charged for electrical use for the month in which the infraction occurred or forfeiture of the Agreement and the Leagues ability to use the Facilities. These conditions do not pertain to tournament play. Tournament play dates must be provided to the Parks and Recreation Director at least two weeks before the tournament is scheduled to commence.

M. If entry fees (gate) are to be charged to those attending league events at the Facility, including tournaments, such fees shall not exceed the following amounts:

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

V. No later than five (5) working days prior to the Start Date of the Agreement, the LEAGUE shall file with the CITY a schedule showing the dates and times that the facility will be used for practices, regularly scheduled games or races, ceremonies, or other activities for the first three months of the year. Schedule updates will be submitted every ninety (90) days thereafter. The schedule and any updates shall be subject to review as per Section IV.A. of this agreement. Additionally, the LEAGUE shall file with the CITY a roster or list of registrants, including names and home addresses. The LEAGUE shall, as soon as practical, notify CITY of any race or practice rescheduling and dates for major races or practices on said premises.

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

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

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

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

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

VII. A. The LEAGUE shall carry 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.

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 2991, Harlingen, Texas 78551

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

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

X. LEAGUE shall annually furnish to City:

1. A copy of its tax-exempt, non-profit status under Section 501(c) of the United States Internal Revenue Code; and
2. A copy of its Certificate of Incorporation; and
3. A copy of its by-laws; and
4. A list of current Board Members and Officers with email addresses, fax numbers, addresses and phone numbers; and
5. A copy of its annual audited accountant's compilation report at the end of the play

season; and

6. A copy of its current IRS Form 990; and
7. Minutes of all board meetings.

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

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

WITNESS OUR HAND THIS _____ DAY OF _____, 2023.

CITY OF HARLINGEN

BY: _____

Gabriel Gonzalez, CPM, City Manager

ATTEST:

BY: _____

Amanda Elizondo, City Secretary

Rio Valley Amateur Soccer League

BY: _____

LEAGUE REPRESENTATIVE

11)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 18, 2023**

Agenda Item:

Consideration and possible action to approve a facility use agreement between the City of Harlingen and Harlingen Texas Bronco Baseball League for the use of the baseball complex at Victor Park and authorize the City Manager to execute the agreement. Attachment (**Parks and Recreation**)

Prepared By: **Javier Mendez, Parks & recreations Director**

Brief Summary:

All required documents from the Harlingen Texas Bronco Baseball 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 August 31, 2023 and voted to recommend approving the agreement for an additional year with the following changes. *These changes are amending the compensation portion of the agreement requiring the league to pay the City \$10.00 per registrant in the program per season. A list of registrants will have to be submitted along with the payment at the end of each season. Payments will be made at the Parks and Recreation office, located at 502 E. Tyler, Harlingen, TX, 78550. In addition, the city will square and mark fields at the beginning of the season and the league will drag and mark fields from that point forward.*

Staff is recommending approval of this agreement as presented.

Funding (if applicable):

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

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

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

Staff Recommendation:

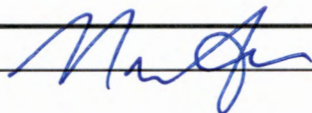
Staff recommends approval of the contract with the Harlingen Texas Bronco Baseball League with the changes and authorize the City Manager to execute the agreement.

City Manager approval:



Comments:

City Attorney's approval:



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 October, 2023, 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 Bronco, Mustang and Pony Fields at Victor Park, all located in Harlingen, Texas.

II. The term of the Agreement is as follows: Start October 18, 2023, ending September 30, 2024.

III. In consideration for use of the fields and facility, the League shall pay the CITY, Ten (\$10.00) Dollars per registrant in the program per season. Said sum shall be payable to the CITY at the office of the Parks and Recreation Director of said CITY at 502 E. Tyler, Harlingen, Texas, 78550, (956) 216-5952 phone #, at the end of each season.

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 service 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 mark fields from

- that point forward. Exceptions to the provisions in this paragraph "1." shall be for the LEAGUE sponsored regional and/or national tournaments as deemed appropriate by the Parks and Recreation Director. Said tournaments shall be of a nature that has both an economic and tourism impact on the City.
2. Where installed, CITY agrees to provide utilities (except as noted in #3 below); maintain goals, lights, fence and bleachers.
 3. If applicable, the LEAGUE shall maintain, at the LEAGUE expense, any scoreboard, if present, its attendant cables, controls, etc. and the LEAGUE shall own and maintain, at its expense, any public address system used.
 4. The LEAGUE shall provide at own expense (when applicable), umpires, officials, scoreboard operators.
 5. The LEAGUE is responsible for picking-up any and all trash generated or created by any aspect of the LEAGUE operation and use of CITY facilities, including, but not limited to, attendance at LEAGUE events and concession sales.
 6. If applicable, the LEAGUE is responsible for cleaning and minor plumbing issues (i.e. clogs in sinks, urinals, or toilets) at facility restrooms and concessions including before, during and after league games, tournaments and any other club associated events. The LEAGUE shall provide restroom cleaning supplies paper products, and hand soap for dispensers.
 7. In the event of storms, hurricanes, high winds, or any other act of God, the LEAGUE is responsible for the removal of all their signage and sponsor boards from fences at their designated areas of play or operation.
- L. Lights used during practice must be turned off no later than 11:00 p.m. Failure to comply with this provision of the Agreement will result in either the LEAGUE being charged for electrical use for the month in which the infraction occurred or forfeiture of the Agreement and the Leagues ability to use the Facilities. These conditions do not pertain to tournament play. Tournament play dates must be provided to the Parks and Recreation Director at least two weeks before the tournament is scheduled to commence.
- M. If entry fees (gate) are to be charged to those attending league events at the Facility, including tournaments, such fees shall not exceed the following amounts:

1. Participants in that day's league activities (players, cheerleaders, etc) shall be charged no fee;
2. Persons eleven (11) years of age and younger shall be charged no more than one dollar (\$1.00) per day;
3. Persons twelve (12) years of age and older shall be charged no more than two dollars (\$2.00) per day.

V. No later than five (5) working days prior to the Start Date of the Agreement, the LEAGUE shall file with the CITY a schedule showing the dates and times that the facility will be used for practices, regularly scheduled games or races, ceremonies, or other activities for the first three months of the year. Schedule updates will be submitted every ninety (90) days thereafter. The schedule and any updates shall be subject to review as per Section IV.A. of this agreement. Additionally, the LEAGUE shall file with the CITY a roster or list of registrants, including names and home addresses. The LEAGUE shall, as soon as practical, notify CITY of any race or practice rescheduling and dates for major races or practices on said premises.

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

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

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

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

VII. A. The LEAGUE shall carry 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.

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:

2010 West Arcadia, Harlingen, Texas 78552

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

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

X. LEAGUE shall annually furnish to City:

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

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

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

WITNESS OUR HAND THIS _____ DAY OF _____, 2023.

CITY OF HARLINGEN

BY: _____

Gabriel Gonzalez, CPM, City Manager

ATTEST:

BY: _____

Amanda Elizondo, City Secretary

HARLINGEN TEXAS BRONCO/PONY LEAGUE

BY: _____

LEAGUE REPRESENTATIVE

12)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 18, 2023**

Agenda Item:

Consideration and possible action to approve a Facility Use Agreement between the City of Harlingen and the TYFA Wolfpack for use of a field at the Wilson Sports Complex and authorize the City Manager to execute the agreement. Attachment (***Parks and Recreation***)

Prepared By: Javier Mendez, Parks & recreations Director

Brief Summary:

All required documents from the TYFA 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 August 31, 2023 and voted to recommend approving the agreement for an additional year.

Staff is recommending approval of this agreement as presented.

Funding (if applicable):

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

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

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

Staff Recommendation:

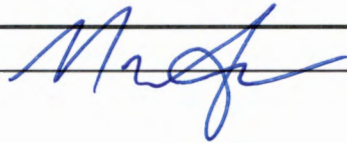
Staff recommends approval of the contract with TYFA Wolfpack with the changes and authorize the City Manager to execute the agreement.

City Manager approval:



Comments:

City Attorney's approval:



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 October, 2023, 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 practice thereon the lighted open space at Wilson Sports Complex located in Harlingen, Texas.

II. The term of the Agreement is as follows: Starting October 18, 2022, ending September 30, 2024.

III. The consideration to be paid CITY for this Usage 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 #, (956) 216-8035 fax #, at the time of the execution of this Agreement.

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

- A. The Parks and Recreation Director will assign all facilities as deemed appropriate in his/her sole discretion considering all relevant factors. Use of the facility shall be limited to the dates and hours of scheduled LEAGUE activities as filed with and subject to approval by the Parks and Recreation Director.
- B. The basic use of said facility by the LEAGUE shall be for the purpose of promoting, training and practicing youth football.
- 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. Alcoholic beverages in all Municipal Parks and the possession of glass containers are prohibited
- F. The LEAGUE shall discourage unsafe practices.
- 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. 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.
- J. The LEAGUE shall bear all costs incidental to operation of said the LEAGUE hereunder except as noted below:
 - 1. CITY shall maintain grass facility areas by providing watering, fertilizing, and mowing. Said service shall be provided only on normal work days and during normal work hours.
 - 2. Where installed, CITY agrees to provide utilities (except as noted in #3 below); maintain goals, lights, fence and bleachers.
 - 3. 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.

V. No later than five (5) working days prior to the Start Date of the Agreement, the LEAGUE shall file with the CITY a schedule showing the dates and times that the facility will be used for practices, 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.

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.

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:

702 Hunter Drive, Harlingen, Texas 78550

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

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

X. LEAGUE shall annually furnish to City:

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

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

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

WITNESS OUR HAND THIS _____ DAY OF _____, 2023.

CITY OF HARLINGEN

BY: _____

Gabriel Gonzalez, CPM, City Manager

ATTEST:

BY: _____

Amanda Elizondo, City Secretary

TYFA Harlingen Wolfpack

BY: _____

LEAGUE REPRESENTATIVE

13)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 18, 2023**

Agenda Item:

Consideration and possible to approve a contract with Elizabeth Rose Flores to provide water aerobics classes at Pendleton Park Pool and authorize the City Manager to execute the agreement. Attachment (***Parks & Recreation***)

Prepared By: Javier Mendez, Parks & recreations Director

Brief Summary:

The contract with Rose Flores to conduct water aerobic classes expired on September 30, 2023. Mrs. Flores conducts water aerobics during the 9:00 am to 10:00 am time slot, Monday, Wednesday, & Fridays.

The Parks and Recreation Advisory Board on August 31, 2023 recommended approving an agreement with Rose Flores for an additional 12 months. Staff recommends keeping the same language as last year, which reads: ***In the event, the City is not using swim lanes 1-2 at Pendleton Pool at full capacity during the agreed-upon accessible time, Mrs. Rose Flores will be able to use all unused lanes for the purpose permitted.***

Mrs. Flores has asked that we remove this section from the agreement because it will interfere with her class since she uses all the lanes. Currently, as consideration for the use of the pool we collect \$200 a month from Mrs. Flores, plus she is required to carry the City's minimum required insurance coverage for the term of the agreement. Last year there was a comparison of what Mrs. Flores pays for the amount of time in the pool versus what HAT pays for the amount of time in the pool.

Funding (if applicable):

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

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

Staff Recommendation:

Staff recommends to the City Commission to approve the contract with Elizabeth Rose Flores to provide water aerobics classes at Pendleton Park Pool and authorize the City Manager to sign the agreement.

City Manager approval:



Comments:

City Attorney's approval:



CONTRACTUAL AGREEMENT

This contract, made this 18th day of October 2024 by and between **CITY OF HARLINGEN**, a Municipal Corporation situated in Cameron County, Texas, and acting herein by and through its duly authorized City Manager, hereinafter designated as “**CITY**”, having its principal Administrative offices at 118 E. Tyler Street, Harlingen, Texas 78550, and Elizabeth Rose Flores, hereinafter referred to as “**CONTRACTOR**”, an individual(s) residing at 2214 Horseshoe Circle, Harlingen, Texas 78550.

NOW, THEREFORE, for and in consideration of the services and mutual promises of the parties and the mutual benefits they will gain by their performance thereof, all in accordance with the provisions hereinafter set forth, **CITY** and **CONTRACTOR**, agree as follows:

I.

PROVISIONS OF SERVICES

Elizabeth R. Flores will serve as **CONTRACTOR** for Water Aerobics Instruction for the enjoyment of Pendleton Park Pool Guest. Water Aerobics will be conducted at the City owned pool known as Pendleton Park Pool. **CONTRACTOR** shall be responsible for providing supplies, materials or equipment needed to instruct aerobics. **CONTRACTOR** will be allowed to use the city pool at Pendleton Park, 1427 Morgan Blvd on Mondays, Wednesdays and Fridays in the mornings from 9 a.m. to 10 a.m. **CONTRACTOR** will have access to swim lanes 3, 4, 5, 6, 7, and 8 as well as the shallow end at Pendleton Pool for promoting and conducting Water Aerobics during the designated pool time. **CITY** will use swim lanes 1 and 2 at Pendleton Pool which will be made available to the general public for lap swim. In the event **CITY** is not using swim lanes 1-2 in Pendleton Pool at full capacity during the agreed-upon accessible time, Water Aerobics will be able to use all unused lanes for the purpose permitted.

In the event where participants do not know how to swim, said participants are required to stay in the shallow end of the pool. Participants who cannot swim are not allowed to go past the 4 ft area where the water reaches their shoulders.

II.

TERM OF AGREEMENT

The term of this agreement is for one (1) year and will begin on the 8th day of October, 2023 and end on the 30th day of September, 2024.

III.

COMPENSATION

Consideration to be paid to the **CITY** for the use of the Pendleton Park Pool is Two Thousand Four Hundred Dollars (\$2,400.00) annually and payable in 12 monthly installments of Two Hundred Dollars (\$200.00). Said monthly sums shall be due the 1st day of each month and payable to the **CITY** at the office of the Parks and Recreation of said **CITY** at 502 E. Tyler, Harlingen Texas. The **CONTRACTOR** agrees to pay twenty five dollars (\$25.00) as penalties each month payment is delinquent. This penalty will apply after the tenth (10th) day of each month.

In the event the pools are ordered closed by the City for 30 days or longer due to a national pandemic or major disaster, payment to the city may be prorated or suspended with approval from City Management.

IV.
FACILITIES & OPERATION

By virtue of this agreement, the **CONTRACTOR** is to have use of said facilities for the term subject to the following terms and conditions:

- A. Use of facility shall be limited to the dates and hours set forth in Section I PROVISIONS OF SERVICES.
- B. The use of said facility by **CONTRACTOR** shall be for the sole purpose of promoting and conducting activity of Water Aerobics.
- C. **CONTRACTOR** will not use the facility for any activities other than the basic use described above and related scheduled activities without prior consent of the Parks and Recreation Director.
- D. The **CONTRACTOR** agrees not to use the facility for any unlawful purposes. **CONTRACTOR** agrees to comply with all City Ordinances and regulations and the laws of the State of Texas.
- E. **CONTRACTOR** shall discourage unsafe practices, and enforce and encourage all city rules.
- F. 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 are prohibited.
- G. It is further covenanted and agreed that no concession on said facility will be granted by **CONTRACTOR** 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 **CONTRACTOR's** 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 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. **CITY** shall have the right to take over/use of the facility in the event that the City Manager declares an emergency or public necessity.
- J. **CONTRACTOR** shall bear all incidental costs needed to operate said **CONTRACT** hereunder:
 - 1. Where installed, **CITY** agrees to provide utilities (except as noted below); maintain facility, lights, etc. as is customary in the ordinary course of public maintenance.
 - 2. **CONTRACTOR** shall provide at own expense (when applicable), attendants, and aquatic equipment.
 - 3. **CONTRACTOR** is responsible for picking up any and all trash and waste generated or created by any aspect of the **CONTRACTOR's** operation and use of **CITY** facilities, including, but not limited to, attendance at **CONTRACTOR's** events.
 - 4. In the event of storms, hurricanes, high winds, or any other act of God, **CONTRACTOR** is responsible for the removal and safety of all participants from Aquatic facility. **CITY** shall have the right to ask that aquatic facility be vacated during thunderstorms, when lightning is reported, or in the event the pool

management deems it unsafe because of unclear water in the deepest end of the pool or if staff is unable to maintain a safe water quality.

5. In the event the **CITY** vacates or closes the pool due to unsafe water quality, or circulation failure to the pools main filtration system, the **CITY** staff may relocate the **CONTRACTOR** to another time, pool facility or substitute that time at a later date.
6. **CITY** shall provide lifeguards for all usage of city pools as is customary in the ordinary course of public administration.
7. In the event the **CITY** is short staffed, the **CITY** will temporarily suspend program activity, adjust program scheduling until adequate staffing is available.
- K. **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 **CONTRACTOR** 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.
- L. In the event of a national pandemic, the scheduled times and lane availability may change in efforts to protect all parties as well as maintain accordance with City or State regulations. The term of the agreement will not be extended if the **CITY** orders the facilities closed or there are occupancy restrictions due to a major disaster or a national pandemic.
- M. The **CONTRACTOR** will be responsible for all participants to wear proper swim wear. For females a proper one or two piece or proper burkini is required. For males, proper trunks or jammers are required when using the pool. Only water shoes specifically made for the water may be used when in the pool (such as water socks, water shoes, and swim fins ECT.). Anyone at any age who cannot control bowel movements must wear proper swim diapers.

V.

PROFESSIONAL LIABILITY

In connection with the services provided under this Agreement, **CONTRACTOR** will indemnify and hold **CITY**, the Harlingen Parks and Recreation, its officials, officers, deputies, agents and employees, harmless for any and all claims, lawsuits, legal expenses and other costs related to the performance or non-performance of this Agreement.

VI

INSURANCE

In order to insure **CONTRACTOR'S** obligation pursuant to this paragraph, **CONTRACTOR** shall obtain and maintain during the term hereof a Commercial General Liability Insurance policy covering all operations and services under this Contract with limits for damages claimed by any person or organization for care, loss of services or death resulting at any time from the bodily injury and property damage combined in the amount of not less than ONE MILLION DOLLARS (\$1,000,000.00) Per Occurrence and TWO MILLION DOLLARS (\$2,000,000.00) Aggregate. Commercial General Liability insurance shall be written to include, on an occurrence basis, bodily injury and property damage losses resulting from (1) conditions of the premises, (2) business operations, (3) product liability, (4) completed operations and (5) operations of independent contractors. **CONTRACTOR** shall procure and maintain Worker's Compensation insurance and shall include Employer's Liability Insurance of at least FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for Disease-Policy Limit, and FIVE HUNDRED

THOUSAND DOLLARS (\$500,000.00) for Disease-Each Employee. The insurer shall waive all rights of subrogation against **CITY**, its officials, employees, and volunteers for losses arising from the activities under this contract. Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits without thirty (30) days prior written notice first having been provided to **CITY**. Insurance is to be placed with insurers with a Best Rating of less than A. The insurance company must be duly authorized to do business in the State of Texas. A certificate of insurance reflecting the above required insurance coverage and limits of liability must be provided to the **CITY** prior to the annual renewal date of policy. The certificate should include the endorsement naming **CITY**, as an additional insured. Certificate of Insurance shall be forwarded to: RISK MANAGER, **CITY OF HARLINGEN, 118 E. TYLER, P. O. BOX 2207, HARLINGEN, TEXAS 78551**. In the event **CONTRACTOR** permits such insurance to expire or lapse during the term of this contract, **CITY** shall have the right to terminate this agreement by giving thirty (30) days written notification thereof by registered certified mail to **CONTRACTOR**.

VII.

ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties. Any oral representations or modifications concerning this agreement will be of no force effect unless a subsequent modification in writing is signed to by the parties. This Agreement may be amended, provided that no amendment, modification or alteration of the terms of this Agreement will be binding unless the same is in writing and duly executed by the parties hereto.

VIII.

BREACH OF OBLIGATION

This Agreement is entire as to all of the performances to be rendered under it. Breach of any obligations to be performed by either party will constitute a breach of the entire Agreement and will give the other affected party the right to terminate this Agreement.

IX.

TERMINATION

Either party, by giving ten (10) days written notice to the other party, may terminate this contract at anytime and for no reason.

X.

ASSIGNMENT

This Agreement shall not be assignable or sub-concessioned at all in whole or in part by **CONTRACTOR** without the consent and approval of **CITY**, set forth in writing and signed by both parties. Any assignee or sub-concessionaire will be bound by the terms of this contractual agreement and amendment, if any.

XI.

NOTICES

Any notice or writing required or permitted to be given under the terms of this Agreement will be regarded as delivered when a copy of the same has been delivered to the party entitled to receive it by Certified Mail, Return Receipt Requested, or by personal delivery at the address given below or such other address as a party may designate by written notice to the other party.

Water Aerobics Instructor Contract

TO CONTRACTOR: Elizabeth Rose Flores
2214 Horeshoe Circle
Harlingen, Texas 78550

TO CITY: Gabriel Gonzalez, City Manager
City of Harlingen
118 E. Tyler
Harlingen, Texas

XII.

RELATIONSHIP OF PARTIES

CONTRACTOR is acting as an independent contractor and is wholly responsible for the duties as identified in Paragraph I, Provision of Services. No joint venture, partnership, or agency exists between **CITY** and **CONTRACTOR**, nor will one be implied by the terms of this Agreement.

XIII.

INVALIDITY OF PARTICULAR PROVISIONS

If any section, paragraph, sentence, or phrase hereof is held to be illegal or unenforceable by a court of competent jurisdiction, such illegality or unenforceability shall not affect the remainder of this agreement."

XIV.

LAW GOVERNING VENUE

This Agreement shall not be assignable without the express written consent of **CITY**. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, and, the obligations and undertakings of each of the parties to this Agreement will be performable in Cameron County, Texas. The parties agree that Cameron County, Texas shall be the proper place for any litigation between the parties hereto and that Texas law shall govern the interpretation of the provisions hereof.

WITNESS OUR HANDS THIS ____ DAY OF _____, 2023

CITY OF HARLINGEN

BY: _____
Gabriel Gonzalez, City Manager

ATTEST:

BY: _____
Amanda C. Elizondo, City Secretary

CONTRACTOR

BY: _____
Elizabeth Rose Flores

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **October 18, 2023**

Agenda Item:

Consideration and possible action to approve a contract with John M. Tucker, Harlingen Aquatics Team to use Pendleton and Victor Park Pools to operate a youth swim program and authorize the City Manager to execute the agreement. Attachment (***Parks & Recreation***)

Prepared By: Javier Mendez, Parks & recreations Director

Brief Summary:

John M Tucker of Harlingen Aquatics Team owns and operates a youth competitive swim program and uses both Pendleton and Victor Park pools. The contract with HAT expired on September 30, 2023. Coach Tucker currently has the following schedule:

Pendleton Pool (August – May)

Swim Lanes 3-8 from 5:00 p.m. – 7:00 p.m.. Monday-Friday. The city will have access to swim lanes 1 and 2 at Pendleton Pool available to the general public for lap swimming. In the event, City is not using its accessible swim lanes in Pendleton Pool lanes 1-2 at full capacity during the agreed-upon accessible time, HAT will be able to use all unused lanes for the purpose permitted.

Victor Pool (May - August)

Swim Lanes 1-8 from 6:30 a.m.–10:00 a.m.

Have access to the Pendleton Pool or Victor Pool in the summer to host 6 swim meets on Saturdays for up to four hours.

The Parks and Recreation Advisory Board on August 31, 2023 recommended approving an agreement with John M Tucker for an additional 12 months.

Currently, as a consideration for the use of the pools, we collect \$200 a month from Mr. Tucker, plus he is required to carry the City's minimum required insurance coverage for the term of the agreement.

Amendment: If Mr. Tucker holds swim meets on the weekends. There will be additional costs not included in the totals above. The charges for each swim meet, which will generally run 4 hours, will be \$175 for each event to cover labor costs.

The contractor is requesting the following additions to be considered:

- **Additional hours from 4:00 pm – 5:00 pm., Monday-Thursday for his junior team.**

Funding (if applicable):

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

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

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

Staff Recommendation:

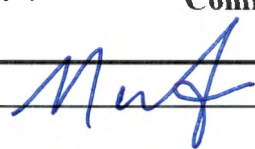
Staff recommends to the City Commission to approve the contract with John M Tucker to operate a youth swim program at Pendleton and Victor Park Pools as recommended with additional charges for any swim meets during the summer at Pendleton and Victor Pool.

City Manager approval:



Comments:

City Attorney's approval:



CONTRACTUAL AGREEMENT

This contract, made this 18th day of October 2023 by and between **CITY OF HARLINGEN**, a Municipal Corporation situated in Cameron County, Texas, and acting herein by and through its duly authorized City Manager, hereinafter designated as “**CITY**”, having its principal Administrative offices at 118 E. Tyler Street, Harlingen, Texas 78550, and John Madsen Tucker (Harlingen Aquatics Team), hereinafter referred to as “**CONTRACTOR**”, an individual(s) residing at 1701 Rio Hondo Road Harlingen, TX 78550.

NOW, THEREFORE, for and in consideration of the services and mutual promises of the parties and the mutual benefits they will gain by their performance thereof, all in accordance with the provisions hereinafter set forth, **CITY** and **CONTRACTOR**, agree as follows:

I.

PROVISIONS OF SERVICES

John Madsen Tucker will serve as **CONTRACTOR** for Harlingen Aquatics Team for the youth swim program. Harlingen Aquatics Team will conduct training for competitive swimming and swim lessons at the City owned pool known as Pendleton Park Pool and Victor Park Pool. **CONTRACTOR** shall be responsible for providing supplies, materials or equipment needed. **CONTRACTOR** will be allowed the use of **Pendleton Pool** during the school year which generally runs from August through May. **CONTRACTOR** will have access to swim lanes 3, 4, 5, 6, 7, and 8 at Pendleton Pool for promoting, and training for competitive swimming and swim lessons during the following pool hours: 4:00 p.m. – 5:00 p.m. (Junior Program); Monday – Thursday and from 5:00 p.m. – 7:00 p.m. **CITY** will use swim lanes 1 and 2 at Pendleton Pool which will be made available to the general public for lap swim. In the event City is not using swim lanes 1-2 in Pendleton Pool at full capacity during the agreed-upon accessible time, HAT will be able to use all unused lanes for the purpose permitted.

CONTRACTOR will have Victor Pool available during the summer period generally from May through August. **CONTRACTOR** will have access to swim lanes 1, 2, 3, 4, 5, 6, 7, and 8 at Victor Pool for promoting, and training for competitive swimming and swim lessons between the hours of 6:30 a.m. to 10:00 a.m. with the exception of hours between 9:00 a.m. – 10:00 a.m., where the **CITY** will be using swim lanes 1, 2, 3 and 4 for the City’s learn to swim program. In the event **CITY** is not using its accessible swim lanes in Victor Pool lanes 1, 2, 3, and 4 at full capacity during the agreed upon accessible times provided immediately above, **CONTRACTOR** will be able to use all unused lanes for the purposes permitted by this Agreement.

CONTRACTOR will also have available the use of **Pendleton or Victor Pool** no more than six (6) (Requesting 12 days out of the Year) Saturdays per year for up to four (4) hours from 7:00 a.m. to 11:00 a.m. for Swim Meets. **CONTRACTOR** must give the Parks and Recreation Director at least 5 days prior notice that **CONTRACTOR** intends to use the pool on any specific Saturday.

In the event of a national pandemic, the scheduled times and lane availability may change in efforts to protect all parties as well as maintain accordance with City or State regulations. The term of the agreement will not be extended if the **CITY** orders the facilities closed or there are occupancy restrictions due to a major disaster or a national pandemic.

II.

TERM OF AGREEMENT

The term of this agreement is for one (1) year and will begin on the 18st day of October, 2023 and end on the 30th day of September, 2024.

III.

COMPENSATION

Consideration to be paid to the **CITY** for the use of Pendleton Park & Victor Park Pools is Two Thousand Four Hundred Dollars (\$2,400.00) and to be paid in 12 equal monthly installments of Two Hundred Dollars (\$200.00). Said monthly sums shall be paid on or before the 10th day of each month for the term of the agreement and payable to the **CITY** at the office of the Parks and Recreation of said City at 502 E. Tyler, Harlingen Texas. The **CONTRACTOR** agrees to pay twenty five dollars (\$25.00) as penalties each month payment is delinquent. This penalty will apply after the tenth (10th) day of each month

In the event the pools are ordered closed by the City due to a national pandemic or major disaster, payment to the city may be prorated or suspended with approval from City Management.

IV.

FACILITIES & OPERATION

By virtue of this agreement, the **CONTRACTOR** is to have use of said facilities for the term subject to the following terms and conditions:

- A. Use of facility shall be limited to the dates and hours set forth in Section I PROVISIONS OF SERVICES.
- B. The use of said facility by **CONTRACTOR** shall be for the sole purpose of promoting and training for competitive swimming and swim lessons.
- C. **CONTRACTOR** will not use the facility for any activities other than the basic use described above and related scheduled activities without prior consent of the Parks and Recreation Director.
- D. The **CONTRACTOR** agrees not to use the facility for any unlawful purposes. **CONTRACTOR** agrees to comply with all City Ordinances and regulations and the laws of the State of Texas.
- E. **CONTRACTOR** shall discourage unsafe practices and enforce and encourage all city rules.
- F. 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 are prohibited.
- G. It is further covenanted and agreed that no concession on said facility will be granted by **CONTRACTOR** 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 **CONTRACTOR**'s 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 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. **CITY** shall have the right to take over/use any of these facilities in the event that the City Manager declares an emergency or public necessity.
- J. **CONTRACTOR** shall bear all incidental costs needed to operate said **CONTRACT** hereunder:
 - 1. Where installed, **CITY** agrees to provide utilities (except as noted below); maintain facility, lights, etc. as is customary in the ordinary course of public maintenance.
 - 2. **CONTRACTOR** shall provide at own expense (when applicable), officials scoreboard operators, attendants, and aquatic equipment.
 - 3. **CONTRACTOR** is responsible for picking up any and all trash and waste generated or created by any aspect of the **CONTRACTOR's** operation and use of **CITY** facilities, including, but not limited to, attendance at **CONTRACTOR's** events.
 - 4. In the event of storms, hurricanes, high winds, or any other act of God, **CONTRACTOR** is responsible for the removal and safety of all participants from Aquatic facility. **CITY** shall have the right to ask that aquatic facility be vacated during thunderstorms, when lightning is reported, or in the event the pool management deems it unsafe because of unclear water in the deepest end of the pool or if staff is unable to maintain a safe water quality.
 - 5. In the event the **CITY** vacates or closes the pool due to unsafe water quality, or circulation failure to the pools main filtration system, the **CITY** staff may relocate the **CONTRACTOR** to another time, pool facility or substitute that time at a later date.
 - 6. **CITY** shall provide lifeguards for all usage of city pools as is customary in the ordinary course of public administration.
 - 7. In the event the **CITY** is short staffed, the **CITY** will temporarily suspend program activity, adjust program scheduling until adequate staffing is available.
- K. **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 **CONTRACTOR** 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.
- L. In the event of a national pandemic, the scheduled times and lane availability may change in efforts to protect all parties as well as maintain accordance with City or State regulations. The term of the agreement will not be extended if the **CITY** orders the facilities closed or there are occupancy restrictions due to a major disaster or a national pandemic.
- M. The **CONTRACTOR** will be responsible for all participants to wear proper swim wear. For females a proper one or two piece or proper burkini is required. For males, proper trunks or jammers are required when using the pool. Only water shoes specifically made for the water may be used when in the pool (such as water socks, water shoes, and swim fins ECT.). Anyone at any age who cannot control bowel movements must wear proper swim diapers.

V.

PROFESSIONAL LIABILITY

In connection with the services provided under this Agreement, **CONTRACTOR** will indemnify and hold **CITY**, the Harlingen Parks and Recreation, its officials, officers, deputies, agents and employees, harmless for any and all claims, lawsuits, legal expenses and other costs related to the performance or non-performance of this Agreement.

VI.

INSURANCE

In order to insure **CONTRACTOR'S** obligation pursuant to this paragraph, **CONTRACTOR** shall obtain and maintain during the term hereof a Commercial General Liability Insurance policy covering all operations and services under this Contract with limits for damages claimed by any person or organization for care, loss of services or death resulting at any time from the bodily injury and property damage combined in the amount of not less than ONE MILLION DOLLARS (\$1,000,000.00) Per Occurrence and TWO MILLION DOLLARS (\$2,000,000.00) Aggregate. Commercial General Liability insurance shall be written to include, on an occurrence basis, bodily injury and property damage losses resulting from (1) conditions of the premises, (2) business operations, (3) product liability, (4) completed operations and (5) operations of independent contractors. **CONTRACTOR** shall procure and maintain Worker's Compensation insurance and shall include Employer's Liability Insurance of at least FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for Disease-Policy Limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for Disease-Each Employee. The insurer shall waive all rights of subrogation against **CITY**, its officials, employees, and volunteers for losses arising from the activities under this contract. Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits without thirty (30) days prior written notice first having been provided to **CITY**. Insurance is to be placed with insurers with a Best Rating of less than A. The insurance company must be duly authorized to do business in the State of Texas. A certificate of insurance reflecting the above required insurance coverage and limits of liability must be provided to the **CITY** prior to the annual renewal date of policy. The certificate should include the endorsement naming **CITY**, as an additional insured. Certificate of Insurance shall be forwarded to: RISK MANAGER, **CITY OF HARLINGEN, 118 E. TYLER, P. O. BOX 2207, HARLINGEN, TEXAS 78551**. In the event **CONTRACTOR** permits such insurance to expire or lapse during the term of this contract, **CITY** shall have the right to terminate this agreement by giving thirty (30) days written notification thereof by registered certified mail to **CONTRACTOR**.

VII.

ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties. Any oral representations or modifications concerning this agreement will be of no force effect unless a subsequent modification in writing is signed to by the parties. This Agreement may be amended, provided that no amendment, modification or alteration of the terms of this Agreement will be binding unless the same is in writing and duly executed by the parties hereto.

VIII.

BREACH OF OBLIGATION

This Agreement is entire as to all of the performances to be rendered under it. Breach of any obligations to be performed by either party will constitute a breach of the entire Agreement and will give the other affected party the right to terminate this Agreement.

IX.

TERMINATION

Either party, by giving ten (10) days written notice to the other party, may terminate this contract at anytime and for no reason.

X.

ASSIGNMENT

This Agreement shall not be assignable or sub-concessioned at all in whole or in part by **CONTRACTOR** without the consent and approval of **CITY**, set forth in writing and signed by both parties. Any assignee or sub-concessionaire will be bound by the terms of this contractual agreement and amendment, if any.

XI.

NOTICES

Any notice or writing required or permitted to be given under the terms of this Agreement will be regarded as delivered when a copy of the same has been delivered to the party entitled to receive it by Certified Mail, Return Receipt Requested, or by personal delivery at the address given below or such other address as a party may designate by written notice to the other party.

TO CONTRACTOR: John Madsen Tucker
1701 Rio Hondo Road
Harlingen, Texas 78550

TO CITY: Gabriel Gonzalez, City Manager
City of Harlingen
118 E. Tyler
Harlingen, Texas 78550

XII.

RELATIONSHIP OF PARTIES

CONTRACTOR is acting as an independent contractor and is wholly responsible for the duties as identified in Paragraph I, Provision of Services. No joint venture, partnership, or agency exists between **CITY** and **CONTRACTOR**, nor will one be implied by the terms of this Agreement.

XIII.

INVALIDITY OF PARTICULAR PROVISIONS

If any section, paragraph, sentence, or phrase hereof is held to be illegal or unenforceable by a court of competent jurisdiction, such illegality or unenforceability shall not affect the remainder of this agreement."

XIV.

LAW GOVERNING VENUE

This Agreement shall not be assignable without the express written consent of **CITY**. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, and, the obligations and undertakings of each of the parties to this Agreement will be performable in Cameron County, Texas. The parties agree that Cameron County, Texas shall be

the proper place for any litigation between the parties hereto and that Texas law shall govern the interpretation of the provisions hereof.

WITNESS OUR HANDS THIS ____ DAY OF _____, 2023

CITY OF HARLINGEN

BY: _____
Gabriel Gonzalez, City Manager

ATTEST:

BY: _____
Amanda C. Elizondo, City Secretary

CONTRACTOR

BY: _____
John Madsen Tucker

**AGENDA ITEM
EXECUTIVE SUMMARY**

15)

Meeting Date: **October 18, 2023**

Agenda Item:

Consideration and possible action to authorize the City Manager to award a construction contract with Go Underground, LLC for the Pickens & Davis Stormwater System Improvements (System 23) which was designed by Civil Systems Engineering, Inc (CSE) under RFQ 2021-14 for the City of Harlingen American Rescue Plan Act (ARPA).
Attachment (**Engineering Dept.**)

Prepared By: Luis Vargas, PE, CFM
Title: City Engineer

Signature:

Brief Summary:

1. Civil Systems Engineering was one of the nine previously selected firms to work on projects funded by ARPA.
2. The project will replace and upsize approximately 3,600 linear feet of stormwater underground pipes in Kelly Street, W Davis Street, Pickens Avenue for the subdivisions surrounded by W Matz Avenue, New Combes Hwy, McFetridge St and BUS 77, capturing the drainage of approximately 33 acres. See attached Location Map.
3. The improvements were identified in the 2008 Drainage Master Plan and include two discharge outfalls to the City owned New Combes Ditch.
4. The City received three bids for the project construction:
 - a. Go Underground, LLC - \$1,964,329.80
 - b. C & A Builders - \$1,997,385.93
 - c. GST Construction, Inc. - \$2,530,530.00
5. City recommends the selection and award of construction contract to Go Underground, LLC as the lowest bidder.

Funding (if applicable):

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

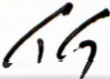
*If no, specify source of funding and amount requested:

Finance Director's approval:

☐ Yes ☐ No ☐ N/A

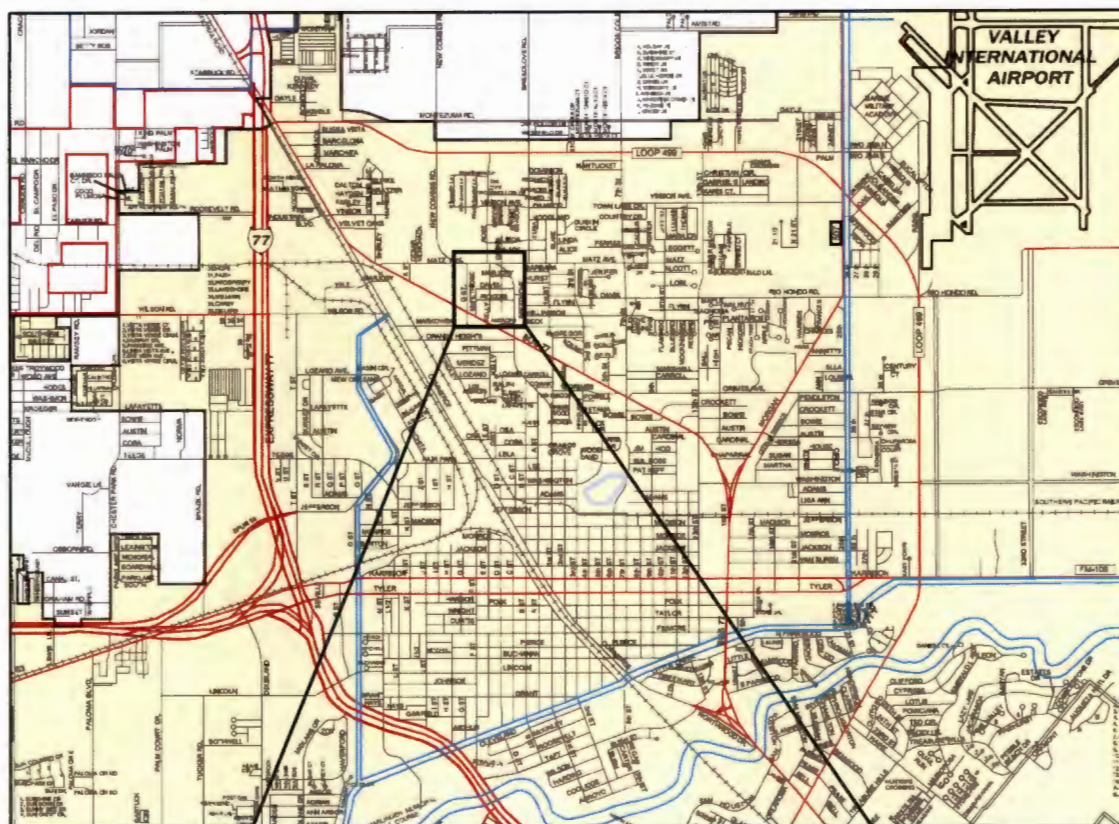
Staff Recommendation:

Staff recommends approval.

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

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



Date: September 20, 2023

Bid No. 2023-21 Pickens & Davis Storm Sewer Improvements-Sys 023

Bid Deadline: 2:00 P.M.

Bid Opening/Zoom Meeting at: 3:00 P.M.	HUB (Y/N)	Respond (Y/N)	Bid Bond (Y/N)	Reference Form (Y/N)	CIQ Form (Y/N)	Addendum (Y/N)	Bid Amount
1. Agua Works Pipe Supply	NO	NO					
2. Andy Contracting, LLC.	NO	NO					
3. C & A Builders	NO	YES	YES	YES	not signed	YES	\$1,997,385.93
4. Go Underground, LLC.	YES	YES	YES	YES	YES	YES 	\$1,964,329.80
5. GST Construction, Inc.	NO	YES	YES	YES	YES	YES	\$2,530,530.00
6. Jimmy Closner & Sons Construction, Co.	NO	NO					
7. McAllen Multi-Service	NO	NO					
8. Mor-Wil, LLC.	NO	NO					
9. Phoenix Infrastructure	NO	NO					
10. Posillico Civil, Inc.	NO	NO					
11. RBM Contractors, LLC.	NO	NO					
12. Saenz Utility Contractors, LLC.	NO	NO					
13. Texas Cordia Construction, LLC.	NO	NO					

Companies contacted: 30 Registered Bidders: 13 HUB certified: 1 Responded: 3 HUBs Responded: 1

**AGENDA ITEM
EXECUTIVE SUMMARY**

16)

Meeting Date: **October 18, 2023**

Agenda Item:

Consideration and possible action to authorize the City Manager to reject all bids for the Lozano Detention Pond Phase 1 Improvements which was designed by Halff Associates under RFQ 2021-14 for the City of Harlingen American Rescue Plan Act (ARPA).
Attachment (**Engineering Dept.**)

Prepared By: Luis Vargas, PE, CFM
Title: City Engineer

Signature:

Brief Summary:

1. Halff Associates was one of the nine previously selected firms to work on drainage projects funded by ARPA. The City previously engaged Halff to perform a drainage study of the area (study published in the City's website in August 2022).
2. The primary recommendation resulting from the drainage study included the construction of a 14-acre detention pond north of Lozano St. The proposed detention pond included stormwater system improvements along Wichita Ave. and Fair Park Blvd. In total, over \$15.9 million in improvements were recommended.
3. Due to the high cost, the City requested a design for a reduced, Phase 1 option, which included approximately 7 acres of the detention pond and stormwater connections from existing systems to the constructed pond. Future phases will include the expansion of the detention pond to the full 14 acres available and additional stormwater system improvements.
4. With the recently approved budget to acquire the machinery, equipment and staff for a Drainage Crew, this agenda item is to reject all bids for the construction of Phase 1, and construct it in-house.
5. The City received eight bids for the project construction:
 - a. Diamond 8 Industries - \$745,572.77
 - b. RBM Contractors - \$989,716.00
 - c. Rhyner Construction Services - \$1,040,640.00
 - d. Andy Contracting, LLC - \$1,200,600.00
 - e. GST Construction, Inc. - \$1,345,750.00
 - f. McAllen Multi-Service - \$1,368,050.00
 - g. NM Contracting, LLC - \$1,429,409.11
 - h. La Feria Excavation - \$1,657,895.00
6. The City's estimated in-house construction cost is \$539,894.09 (which includes

Staff salaries, machinery/equipment operating costs, and material) for a total of estimated savings of approximately \$200,000 (compared with the lowest responsive bidder).

Funding (if applicable):

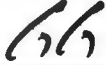
Are funds specifically designated in the current budget for the full ☒ Yes ☐ No*

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

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

Staff Recommendation:

Staff recommends the rejection of all bids.

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

Comments:

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

Date: August 10, 2023

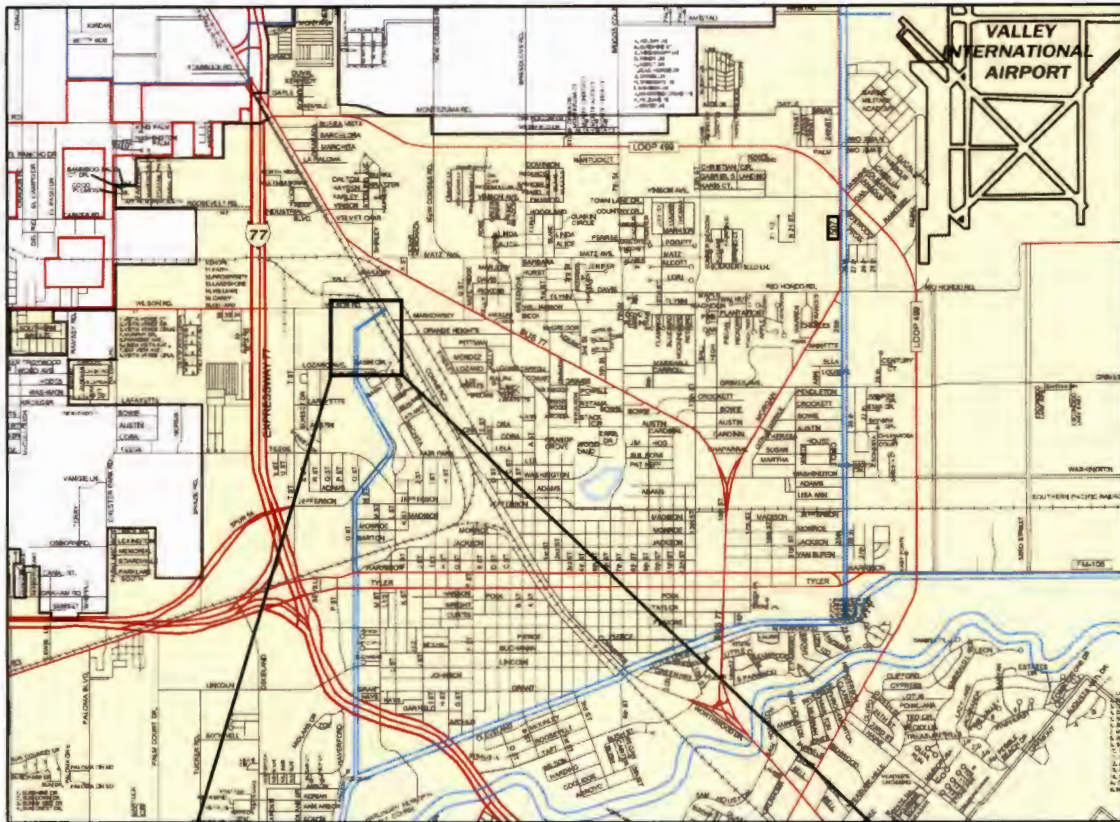
Bid No. 2023-15 Lozano Detention Pond Phase 1 Improvements

Bid Deadline: 2:00 P.M.

Bid Opening/Zoom Meeting at: 3:00 P.M.	HUB (Y/N)	Respond (Y/N)	Bid Bond (Y/N)	Reference Form (Y/N)	CIQ Form (Y/N)	Addendum (Y/N)	Bid Amount
1. Advanced Drainage Systems, Inc.	NO	NO					
2. Alego, LLC.	NO	NO					
3. Andy Contracting, LLC.	NO	YES	YES	YES	Not Signed	YES	\$1,200,600.00
4. Clore Equipment	NO	NO					
5. Colliers Engineering & Design	NO	NO					
6. Diamond 8 Industries	YES	YES	YES	YES	YES	YES	 \$745,572.77
7. Go Underground, LLC.	YES	NO					
8. GST Construction, Inc.	NO	YES	YES	YES	YES	YES	\$1,345,750.00
9. La Feria Excavation	NO	YES	YES	YES	Not Signed	YES	\$1,657,895.00
10. McAllen Multi-Service	NO	YES	YES	YES	Not Signed	YES	\$1,368,050.00
11. Mor-Wil, LLC.	NO	NO					
12. Pederson Construction	NO	NO					
13. Phoenix Infrastructure	NO	NO					
14. Posillico Civil, Inc.	NO	NO					
15. RBM Contractors, LLC.	NO	YES	YES	YES	YES	YES	\$989,716.00
16. Rhyner Construction Services	YES	YES	YES	YES	YES	YES	\$1,040,640.00
17. Texas Cordia Construction, LLC.	NO	NO					
18. NM Contracting, LLC.	YES	YES	YES	YES	YES	YES	\$1,429,409.11

Companies contacted: 30 Picked up packets: 17 HUB certified: 3 Responded: 8 HUBs Responded: 3

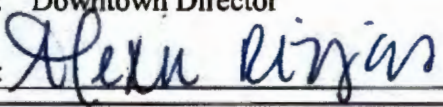
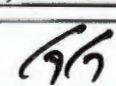
LOCATION MAP



17)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 18, 2023**

Agenda Item:	
Consider and possible action on an Ordinance amending the Harlingen Code of Ordinances Chapter 18, Master Fee Schedule Exhibit "A", establishing new float entry rate for the annual Christmas Parade.	
Prepared By (Print Name): Alexis Riojas Title: Downtown Director Signature: 	
Brief Summary:	
The Downtown Improvement District and the City of Harlingen host the annual Christmas Parade. The event is scheduled for Friday, December 1, 2023. This amendment will establish a general entry fee of \$50, competitive floats of \$75, Car Clubs (3 cars per entry) of \$50, and Commercial Promotion (wrapped vehicles) of \$100. In order to collect these fees, the ordinance must be amended to include these rates. Staff recommends approval.	
Funding (if applicable):	
Are funds specifically designated in the current budget for the full amount for this purpose?	☐ Yes ☐ No*
*If no, specify source of funding and amount requested:	
Finance Director's approval:	☐ Yes ☐ No ☐ N/A
Staff Recommendation:	
Staff recommends.....	
For Street Closures ONLY, Fire Chief's approval:	☐ Yes ☐ No ☐ N/A
City Manager's approval: 	☒ Yes ☐ No ☐ N/A
Comments:	
City Attorney's approval: 	☒ Yes ☐ No ☐ N/A
Comments:	

ORDINANCE NO. 23-__

AN ORDINANCE AMENDING EXHIBIT "A" OF
ORDINANCE NO. 2018-1, MASTER FEE SCHEDULE
OF THE HARLINGEN CODE OF ORDINANCES
ESTABLISHING NEW FLOAT ENTRY RATE FOR THE
ANNUAL CHRISTMAS PARADE.

WHEREAS, The Elective Commission of the City of Harlingen, Texas establishes rental rates, fees, and policies for the use of vendor and food booths for City events at various City Parks and other City owned property as outlined in Exhibit "A" and attached hereto and incorporated herein by reference;

NOW THEREFORE BE IT ORDAINED BY THE CITY OF HARLINGEN:

SECTION I: That the Elective Commission of the City of Harlingen hereby establishes the rental rates for contests, food, and vendor booths for Fiesta de Pinatas.

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

EXHIBIT "A"
CHRISTMAS PARADE ENTRY FEES

CHRISTMAS PARADE ENTRY FEES:

General Entry Fee - \$50

Competitive Floats - \$75

Car Clubs (3 Cars per entry) - \$50

Commercial Promotion - \$100

All Non-Profit, Schools, Churches, and City Entities will be at no cost.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission on the ____ day of _____, 2023.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Commission on the ____ day of _____, 2023.

ATTEST:

Norma Sepulveda, Mayor

Amanda Elizondo, City Secretary

**AGENDA ITEM
EXECUTIVE SUMMARY**

18)

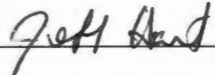
Meeting Date: **October 18, 2023**

Agenda Item:

Consider and take action to approve an ordinance on first reading amending Chapter 18, Master Fee Schedule of the Harlingen Code of Ordinances for Youth on the Course fees by authorizing the City Manager to enter into a contract with Youth on Course.

Prepared By: Jeff Hart

Title: Director of Golf

Signature: 

Summary:

Summary

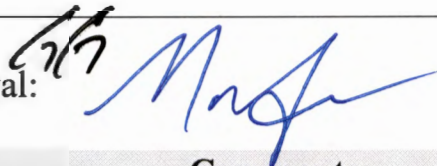
Youth on Course is nonprofit organization advance golf for youth ages 18 and under. Membership costs to youth is \$20 a year or \$1 a year under hardship requirements. When a member of Youth on the Course plays at one of the participating golf courses they are charged \$4. Youth on the course pays \$6 per youth member that played each month to the participating course. The course availability would only be on the Executive holes 19-27 anytime Monday-Friday and after 1pm on Saturday and Sunday. Our current junior fee for 18 holes is \$10.

..

Staff Recommendation:

Staff and Advisory Board recommends approval to amend Master Fee Schedule of the Code of Ordinances of the City of Harlingen by entering in with a partnership with Youth on the course to take \$4 for junior green fees at the time of play with the remaining balance of \$6 to be paid monthly by Youth on the Course.

City Manager's approval:



☒

Yes

☐

No

☐

N/A

Comments:

City Attorney's approval:

☐

Yes

☐

No

☐

N/A

AGREEMENT FORM



Please fill out this form with the most up-to-date information.

If contact information or course availability changes at any time, contact us.

COURSE NAME: TONY BUTLER GOLF COURSE

COURSE MAILING ADDRESS: 2640 GOLF COURSE DR.

CITY: HARLINGEN STATE/PROVINCE: TX ZIP: 78550

COURSE CONTACT: JEFF HART

TITLE: DIRECTOR OF GOLF PHONE: 956.216.5970

EMAIL: jhart@myharlingen.us

AVAILABILITY: ANYTIME MONDAY - THURSDAY, AFTER 1PM FRIDAY - SUNDAY

MEMBERS PAY: \$4

SUBSIDY: \$6

In order to track Youth on Course member play and expedite the process of your reimbursement, the following must transpire:

- Youth on Course (YOC) rounds must be logged in the YOC Course Portal. You will receive an email to create an account upon signature of this agreement. YOC rounds should be entered at the point of sale to verify members status is active and ensure the most accurate data.
- Subsidies are processed on a monthly basis and checks are typically mailed to courses within the first 7-10 days of each month.
- Youth on Course rates are exclusively for Youth on Course members who present their digital membership card (available within the YOC app) which displays their active membership/GHIN number. Some members may have a physical card OR a temporary print out of the card.
- YOC rate(s) are for all members, regardless of their home state or province and should be honored year-round.

Youth on Course will NOT subsidize green fees if the green fees in question are determined to be for an event, tournament or organized golf camp.

SIGNATURE: _____ DATE: _____

YOC office use only. Course ID _____

ORDINANCE NO. 23- _____

AN ORDINANCE OF THE CITY OF HARLINGEN, TEXAS AMENDING CHAPTER 18, MASTER FEE SCHEDULE OF THE HARLINGEN CODE OF ORDINANCES BY ESTABLISHING FEES FOR CERTAIN LICENSES, PERMITS, AND OTHER SERVICES PROVIDED BY THE CITY OF HARLINGEN AS THEY RELATE TO CHAPTER 36, ARTICLE V, DIVISION 2 (TONY BUTLER GOLF COURSE); PROVIDING FOR PUBLICATION AND ORDAINING OTHER MATTERS PERTAINING TO THE FOREGOING.

WHEREAS, the City of Harlingen provides and maintains the Tony Butler Golf Course, to enhance the quality of life and provide opportunities for healthy activities for Harlingen residents and visitors; and

WHEREAS, the City finds that providing for additional resources in the maintenance of the Tony Butler Golf Course furthers these aims and better enables it to provide quality facilities for the enjoyment of the public;

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

Section 1. That Chapter 18, Master Fee Schedule of the Code of Ordinances of the City of Harlingen is hereby amended by adjusting and increasing fees for green fees, carts and memberships by 30% for Tony Butler Golf Course.

Green Fees and Passes	Proposed Change	Rate
18 hole green fee with cart		\$36
Twilight 18 with cart		26(after 3)
Twilight 9 with cart		\$20
18 hole walking		\$23
9 hole with cart		\$25
9 hole walking		\$18
Annual membership walking		\$975
Annual membership with cart		\$1950
6 month membership with cart		\$1365
Monthly membership with cart		\$292

Junior monthly membership		\$26
Junior 18 hole green fee	\$4/\$6	\$10
Annual trail fee private cart		\$357
Coupon 100 round holes 1-27		\$1,560
Coupon 50 round holes 1-27		\$813
Coupon 25 round holes 1-27		\$442
Coupon 25 9 hole round 19-27		\$442
Private cart trail fee		\$7
Summer hole exe (18 hole/wcart) Executive 9		\$20
Summer hole exe (9 hole/wcart) Executive 9		\$15

PASSED AND APPROVED on first reading at a regular meeting of the City Commission on the ____ day of _____, 2023.

PASSED AND APPROVED on the second and final reading at a regular meeting of the City Commission on the ____ day of _____, 2023.

CITY OF HARLINGEN

BY: _____
Norma Sepulveda, Mayor

ATTEST:

**_____
Amanda C. Elizondo, City Secretary**

19)

**AGENDA ITEM
EXECUTIVE SUMMARY**

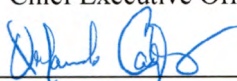
Meeting Date: **October 18, 2023**

Agenda Item:

Consider possible action on a contract with Valley Initiative for Development and Advancement (VIDA) for the Harlingen Economic Development Corporation.

Prepared By (Print Name): Orlando Campos
Title: Chief Executive Officer

Signature:



Brief Summary:

On September 27, 2023 the HEDC board held a meeting and unanimously approved the contract for VIDA for \$50,000 for fiscal year 23-24. Funding for the program was provided in the FY 2024 HEDC budget previously approved by the board and the city commission. VIDA helps low-income, unemployed, and underemployed residents of the Rio Grande Valley get the education and training they need to secure high-skilled, high-wage jobs. The contract with the HEDC will specifically benefit residents of Harlingen. FY 2024 would be the second year of funding for VIDA from Harlingen.

Funding (if applicable):

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

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

Finance Director's approval:

☐ Yes ☐ No ☐ N/A

Staff Recommendation:

HEDC CEO and Board Members recommend approval.

City Manager's approval:



☒ Yes ☐ No ☐ N/A

Comments:

City Attorney's approval:



☒ Yes ☐ No ☐ N/A



Funding Proposal



Valley Initiative for Development and Advancement

August 25, 2023

Prepared By:

*Felida Villarreal, CPA
VIDA President & CEO*

Project Name

Career Training and Workforce Development for Underserved Harlingen Residents

Funding Request

\$50,000 for fiscal year 10/01/2023 – 9/30/2024

Project Details

At least 10 Harlingen residents will be supported through VIDA's program model through the fiscal year October 1, 2023 – September 30, 2024. 100% of students assisted under this grant must meet the following eligibility criteria:

1. Participant must be a Harlingen Resident
2. Participant must be 18 years of age or older
3. Participant must be eligible to work in the U.S.
4. Participant must be under 200% of the federal poverty guidelines, earn below \$14 per hour, or be unemployed.

Mission

VIDA's mission is to formulate new institutional relationships in the Lower Rio Grande Valley that simultaneously address employers' needs for skilled workers, while linking the area's unemployed and underemployed with high-skill, high-wage jobs identified in the region. Our vision is a well-trained, well-educated population, which will not only be ready for tomorrow's jobs, but will be able to live a more prosperous, healthy, and happy life.

History

The concept for VIDA began in 1995 with Valley Interfaith, a community-organizing group in the Lower Rio Grande Valley affiliated with the national Industrial Areas Foundation. Valley Interfaith observed a need for education and training to secure family sustaining wage employment, as the region experienced high levels of unemployment from many plant closures and layoffs in the textile industry due to foreign competition. Meanwhile, businesses and economic development boards looking to attract and retain employers in the region, reported a need for a more highly skilled and educated workforce. As a result, Valley Interfaith saw an opportunity to meet the needs of both Valley residents and employers through the creation of VIDA, a workforce training model committed to providing both economic and social supports to economically disadvantaged residents, to ensure successful completion of post-secondary education training and secure competitive employment. Throughout the years, VIDA has remained relevant and innovative by collaborating with regional institutions of higher education and industry leaders to assess employment needs and align career pathways with local industry demand.

Currently, more than half of our student population enrolls in allied health careers such as registered nursing, licensed vocational nursing, dental hygiene, diagnostic medical sonography, emergency medical sciences, occupational therapy, respiratory therapy, radiography, medical billing & coding, surgical technology, and more. As we continue to recover from the long-term effects of a global pandemic, it is critical to assess and respond to both the regional and national shortage of healthcare professionals. As a result, VIDA continues to promote training and higher education

credentials in the healthcare industry in order to enhance health equity across the Rio Grande Valley. The remaining student population pursues training in high demand occupations in fields of study such as STEM and the specialized trades – all of which provide an opportunity for self-sufficiency and long-term career advancement.

Core Services

VIDA primarily funds training for one-year certificates, two-year associate degrees, or the last two years of bachelor degrees. VIDA sponsors career training in fields of allied health, STEM, and specialized trades. The program provides extensive financial assistance to promote full-time enrollment, and intensive case management and counseling services to address academic and social barriers. VIDA regularly updates the occupational training it supports based on feedback from economic development boards and local employers to ensure students pursue careers in target demand occupations relevant to our economic climate. Training and education are predominantly provided by South Texas College, Texas State Technical College, Texas Southmost College, and UT Rio Grande Valley, among other training institutions. We collaborate extensively with these institutions for outreach, student support and progress, enhancing career pathways, and more.

In 2022, VIDA served 534 students with an average persistence rate of 94%! 100% of our student population is identified as unemployed, underemployed, or low-income, based on 200% of the Federal Poverty Guidelines. During 2022, a student enrolling as a VIDA participant, earned an average wage of \$10.54 per hour, but graduated as a VIDA participant and secured employment with an average wage of over \$23.44 per hour following program completion. The average age of VIDA participants in 2022 was 28 years old, 56% had one or more children in the household, and 81% of VIDA participants were first generation college students.

Consequently, this demographic faces a multitude of challenges that represent risk factors for persistence and graduation. Oftentimes, our participants are first-generation college students, lacking a strong support system at home, which VIDA addresses with ongoing one-on-one career coaching and mentoring. VIDA recognizes many participants face language barriers and family responsibilities that interfere with successful completion or satisfactory performance of coursework. As a result, VIDA counselors meet regularly with participants on an individualized basis and in group sessions with other VIDA participants to help them overcome struggles such as time management, stress, emotional triggers, conflict resolution, and promote overall mental health. VIDA counselors share an extensive knowledge and expertise in fields of psychology, social work, and education, facilitating strong relationships with participants and effectively building bonds of accountability, maintaining our students focused, committed, and encouraged. In addition, our program provides customized financial assistance for tuition, textbooks, tools, uniforms, childcare, transportation, and more based on the individual student's needs and circumstances to break economic barriers to education success.

VIDA organizes speaker series workshops on a monthly basis, in which we collaborate with local industry partners to share their expertise with our participants collectively. For example, our community partner, JP Morgan Chase, hosts financial literacy workshops with VIDA participants as a group to share awareness on valuable topics such as banking, lending, credit scores, financial planning, and more. In turn, VIDA participants develop and enhance life-long skills for both professional and personal success, learning the importance of fiscal responsibility and personal budgeting. This type of soft skills development model effectively complements the students'

traditional classroom coursework to build a more well-rounded individual, better prepared to achieve career success with a competitive and diverse skillset.

Outcomes & Results

VIDA's outcomes are primarily measured by higher persistence rates, graduation rates, and number of certificates awarded:

1. 80% or more of Harlingen participants will graduate from an educational/training program within 3 years.
2. 90% or more will graduate or persist in their education from year to year
3. 100% will attend mandatory counseling sessions

VIDA has a well-established capacity to track extensive information in a secured and comprehensive database, Social Solutions Apricot. Detailed student demographic and socioeconomic characteristics are maintained and accessed on a regular basis for reporting and quality control. VIDA measures the academic progress of each participant through grade reports, case notes from the counselors and other program staff, and supportive services received - all of which are documented in Apricot. Participants entering employment are tracked for three years post-graduation, and their wages, positions, and employers are reported in the database.

A recent economic impact study conducted by UT - Rio Grande Valley, reports that for every \$1.00 invested in VIDA, there is a return on investment of \$14.74 to the communities we serve. Additionally, the Institute for Women's Policy Research featured VIDA in a report on innovations to address unmet needs in job training programs. The report states: "case management can have the added effect of creating a sense of accountability to the program that may increase persistence and completion among trainees. Having a primary point person who participants can go to for advice, support, and to access program resources lead them to feel a greater sense of responsibility or commitment to their program...the relationships that case managers establish with participants create bonds of accountability that enhance participants' chances of success within their programs."



EXHIBIT A**VIDA
Harlingen EDC Program Budget****10 Participants/Students***New Applicants; Roll-Over/Continuing Program/Graduates***Post-Secondary Occupational Training (PSOT):***Allied Health, STEM, and Specialized Trades**Associate Degrees, College/Industry Recognized Certificates, Bachelor Degrees (last 2 years only)*

BUDGET ITEMS	10/01/2023 – 9/30/2024 Projected Expenditures
Training Costs Curriculum Based – Program Required Expenses South Texas College (STC); University of Texas – Rio Grande Valley (UTRGV); Texas State Technical College (TSTC); Texas Southmost College (TSC); Other Tuition, Course Fees, Textbooks, Exams, and Licensure Fees	
Student Support/Direct Program Services Intensive Career Counseling & Case Management - Customized Financial Assistance for Tools, Uniforms, Transportation, Childcare, & more - Community Outreach, Profile Assessment, & Aptitude Testing - Peer Learning, Effective Studying Skills, & Test Taking Strategies - Soft Skills Training: Guest Speaker Forums, Professional Development Workshops, Financial Literacy, Domestic Violence, Legal Aid, Parental Involvement, Time Management, Stress Management, Mental Health, etc. - Employability Skills: Conflict Resolution in the Workplace, Resume Writing, Business Etiquette, & Interview Skills - Individualized Career Coaching and Academic Advisement - Individual and Group Counseling Sessions - Job Placement Services & Career Tracking 3 years post-graduation - Building Accountability - Monitoring Academic Performance and Progress for Intervention and Completion - Direct Program Related Expenses	
Sub-Total	\$ 42,500
VIDA Administrative Costs	\$ 7,500
Total Program Budget	\$ 50,000

AGENDA ITEM EXECUTIVE SUMMARY

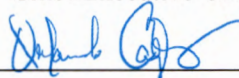
Meeting Date: **October 18, 2023**

Agenda Item:

Consider possible action on a contract for services with Insyteful to conduct and prepare a Target Industry Analysis for the Harlingen Economic Development Corporation.

Prepared By (Print Name): Orlando Campos
Title: Chief Executive Officer

Signature:



Brief Summary:

On September 27, 2023 the HEDC board held a meeting and unanimously approved the contract for services with Insyteful to conduct and prepare a Target Industry Analysis (TIA) for the Harlingen Economic Development Corporation for \$49, 950.00 for fiscal year 23-24. Funding is available in the previously approved FY 2024 Budget. The TIA will help the HEDC better understand the city's labor pool size, skill composition, geographic characteristics, and identify industries in which Harlingen can recruit and retain quality businesses that can diversify the local economy, increase the average annual wages of the community, and improve the quality of life the citizens. The data-driven analysis will help ensure that the EDC is strategic in their marketing and corporate recruitment efforts.

Funding (if applicable):

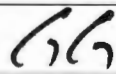
Are funds specifically designated in the current budget for the full amount ☒ Yes ☐ No*
for this purpose?

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

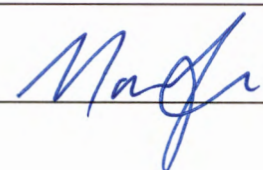
Finance Director's approval: ☐ Yes ☐ No ☐ N/A

Staff Recommendation:

HEDC CEO and Board Members recommend approval.

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

Comments:

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

Insyteful™

3883 Turtle Creek Blvd
STE 1102
Dallas, TX 75219

PO Box 129
Loretto, TN 38469

Ray Methvin
972.559.9323
256.710.8303

rmethvin@insyteful.com

Harlingen Economic Development Corporation

Target Industry Analysis Proposal

Prepared by Ray Methvin
for Orlando Campos

August 17, 2023

DESCRIPTION

Target Industry Analysis

A multi-step research and data analysis of the Harlingen area laborshed, to determine industry sectors in which Harlingen, TX is at a competitive advantage against other communities and geographic areas of the US.

Data sets and analysis to include (but not limited to) inbound-outbound commuter flows, laborshed area, existing industry, local/regional supply chain, labor force, workforce development, and infrastructure.

The goal of the analysis is to guide Harlingen, TX in setting policies and strategies that position Harlingen to compete for projects and businesses that play to the community's unique strengths.

SCOPE OF WORK

Data collection, in coordination with the University of Southern Mississippi Trent Lott Economic Development Center from a variety of regional, state, and national resources, both public and proprietary.

Data interpretation to reveal and document the Harlingen, TX laborshed industry, labor pool, education pipeline, workforce development, area assets and infrastructure, and local/regional supply chain dynamics.

In-person site visit to gain a personal perspective of the Harlingen, TX area and interaction with the Harlingen EDC staff, along with the delivery of an interim report, outlining the initial study findings and possible industry sectors for inclusion.

Delivery and presentation of the final Target Industry Analysis, including target US areas where Harlingen, TX is at a competitive advantage, and specific companies within those geographic areas that display motivation for expansion or relocation. The final confidential study to be delivered in both print and digital format.

TERMS

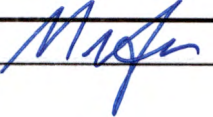
50% due upon execution (\$24,975.00)

50% due upon delivery of Final Report (\$24,975.00)

TOTAL DUE \$49,950.00

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 18, 2023**

Agenda Item:
Consideration and possible action to amend the Fiscal Year 2023-2024 budget and authorize the City Manager to obtain three (3) new residential solid waste operators, from the Sanitation Enterprise Fund. Attachment (<i>Public Works</i>)
Prepared By: Christopher D. Torres, Sanitation Superintendent
Brief Summary:
Funding (if applicable): Are funds specifically designated in the current budget for the full amount (Yes/No): *If no, specify source of funding and amount requested: Finance Director's approval (Yes/No/NA):
Staff Recommendation:
City Manager approval:  Comments:
City Attorney's approval: 

ANNUAL SALARY PROJECTION

Harlingen Finance Department
10/10/2023

Position	Pay - Full Time	Fixed Fringe Benefits		Variable Fringe Benefits				Total Benefits	Total Salary Expense
	Annual Regular Pay	Annual Life Insurance	Annual Health Insurance	Medicare Employer 1.45%	Social Sec Employer 6.20%	TMRS Ret Employer 8.84%	Worker Comp 0.19%	Annual Fixed & Variable	Annual Salary & Benefits
Solid Waste Driver	\$ 39,334.46	\$ 39.00	* \$ 12,259.56	\$ 570.35	\$ 2,438.74	\$ 3,477.17	\$ 74.74	\$ 18,859.56	\$ 58,194.02
Solid Waste Driver	39,334.46	39.00	* 12,259.56	570.35	2,438.74	3,477.17	74.74	18,859.56	58,194.02
Solid Waste Driver	39,334.46	39.00	* 12,259.56	570.35	2,438.74	3,477.17	74.74	18,859.56	58,194.02
Total	\$ 118,003.39	\$ 117.00	\$ 36,778.68	\$ 1,711.05	\$ 7,316.22	\$ 10,431.51	\$ 224.22	\$ 56,578.68	\$ 174,582.07

22)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 18, 2023**

Agenda Item: Consideration and possible action to approve an ordinance on first reading amending Code of Ordinances Article II, Division 2, Section 6-56 to provide for appointments and composition of Animal Control Advisory Board. Attachment (<i>City Attorney</i>)	
Prepared By:	
Brief Summary:	
Funding (if applicable): Are funds specifically designated in the current budget for the full amount (Yes No): *If no, specify source of funding and amount requested: Finance Director's approval (Yes No NA):	
Staff Recommendation:	
City Manager approval:	 Comments:
City Attorney's approval:	