CITY COMMISSION
AGENDA
REGULAR MEETING
SEPTEMBER 18, 2024
@ 5:30 PM
CITY HALL, TOWN HALL MEETING ROOM
2ND FLOOR, 118 E. TYLER AVENUE
HARLINGEN, TEXAS

Notice is hereby given that the City Commission of the City of Harlingen, Texas will hold a Regular Meeting on **WEDNESDAY, SEPTEMBER 18, 2024 at 5:30 P.M.** at City Hall, Town Hall Meeting Room, 118 E. Tyler Avenue, Harlingen, Texas and provide the public the ability to view the meeting via internet live-streaming at www.harlingentx.gov and the City of Harlingen YouTube Page.

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

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

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

To submit written comments requesting 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.

1) **Call Meeting to Order**

a) Invocation - Commissioner Ford Kinsley

b) Pledge of Allegiance

c) Welcome Citizens

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

3) **Announcements:** *With respect to items not listed elsewhere on this agenda, the City Commission may report on items of community interest, including announcing community events, announcing employee or community recognitions.*

a) Mayor's Announcements

b) City Manager's Announcements

c) City Commission Member Announcements

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

a) Animal Shelter-Pet of the Week

b) USTA Outstanding Facility Award to H.E.B. Tennis Center

c) Mayors Business of the Month - Gulf Aviation

d) Proclaiming the Week of October 6-12, 2024 as "Fire Prevention Week"

5) **Citizen Communication:** *At this time, the public is invited to address the City Commission and speak on any matter not specifically listed for public hearing elsewhere in this agenda. Please note that the City Commission members may not respond to comments or deliberate on topics addressed.*

6) **Approval of Minutes:**

a) Special Meeting of June 28, 2024

b) Regular Meeting of July 17, 2024

7) **Consent Agenda:** *No discussion is anticipated on any of the items in this section because they are routine business, were included in the budget adoption process, or have been previously discussed as a staff report or discussion item. These items will be considered collectively by a single vote, unless a commission member requests an item be removed from the consent agenda.*

a) Consideration and possible action to approve a request from Harlingen High School Student Council to close the following streets: 900 Block of Marshall Avenue; Intersection of 7th & 9th Streets, Wednesday, October 23, 2024, from 6:00 p.m. to 7:30 p.m. for their High School Homecoming Parade. Attachment ***(Police)***

b) Consideration and possible action to approve a modification of the date and time for the Annual Jackson Street Classic Car Show originally scheduled for October 12, 2024, to Saturday, October 26, 2024, from 7:00 a.m. to 3:00 p.m. This item was approved on August 7, 2024, as to the street closures listed below. Attachment ***(Police)***

Jackson Avenue between Commerce Avenue and 4th Street (alleyway to alleyway)

c) Consideration and possible action to adopt an ordinance on second and final reading for a Special Use Permit to allow an adult business (smoke shop) in a General Retail ("GR") District located at 401 S. 77 Sunshine Strip, Suite E, bearing a legal description of the east 10 feet of Lot 1 and all of Lots 2-6, Windsor Place Subdivision. Applicant: Mohamed Alraishani. Attachment ***(Planning & Development)***

d) Consideration and possible action to adopt an ordinance on second and final reading for a Special Use Permit to allow an adult business (smoke shop) in a General Retail ("GR") District located at 1601 S. 77 Sunshine Strip, Suite D, bearing a legal description of Lots 22 & 23, Block 11, Arroyo Estates Subdivision. Applicant: Mohamed Alraishani. Attachment ***(Planning & Development)***

e) Consideration and possible action to adopt an ordinance on second and final reading amending the City of Harlingen Code of Ordinances Chapter 109, Subdivisions, Article V, Standards and Specifications, Section 109-124(F), Sidewalks, by amending the time-frame for the utilization of the sidewalk escrow funds to fill sidewalk gaps in residential developments. Applicant: City of Harlingen. Attachment ***(Planning & Development)***

f) Consideration and possible action to approve an ordinance on second and final reading, amending Chapter 18, Master Fee Schedule of the Harlingen Code of Ordinances, to allow for the retroactive waiving of adoption fees for National Dog Day (August 26, 2024) and to establish an annual occurrence of waiving adoption fees at the Harlingen Animal Shelter on National Dog Day, National Pet Day, National Cat Day, and National Adopt a Shelter Pet Day. Attachment (***This item was requested by Mayor Pro-Tem Rene Perez and Commissioner Daniel N. Lopez)***

g) Consideration and possible action to approve a request from the Harlingen Housing Authority to close the entrance at 1400 W. Pierce Avenue at the Los Vecinos Apartments (702 South "M" Street), Thursday, October 24, 2024, from 1:00 p.m. to 7:00 p.m. for their Community Fall Festival. Attachment ***(Police)***

h) Consideration and possible action to approve a request from Downtown District to close the following streets for the Annual Trunk and Treat Event, Saturday, October 26, 2024, from 4:00 p.m. to 11:00 p.m. Attachment ***(Police).***

Eastside Intersections of Jackson Avenue and "E" Street
Southside Intersections of the 100 Block of North "C" and "D" Streets and alleyway
Northside Intersections of the 100 Block of South "C" and "D" Streets and alleyway
Westside Intersection of Jackson Avenue and West Street

i) Consideration and possible action to approve a request from the Parks & Recreation Department to close the following streets, Thursday, October 31, 2024, from 4:00 p.m. to 9:00 p.m. for the City's 4th Annual Trail of Treats Event. Attachment ***(Police)***

North "L" Street and Fair Park Boulevard
North "J" Street and Fair Park Boulevard

j) Consideration and possible action to approve a grant in the amount of $50,000.00 to Loaves and Fishes to assist with financial expenses incurred from assistance provided to immigrants in Harlingen. Attachment ***(City Manager)***

k) Consideration and possible action to approve an agreement with Loaves and Fishes to provide meals for the homeless and needy, through their kitchen and food pantry. Attachment ***(City Manager)***

l) Consideration and possible action to approve an agreement with the Marine Military Academy for the use of Hotel Motel Funds to promote tourism by maintaining the Iwo Jima Monument. Attachment ***(City Manager)***

m) Consideration and possible action to approve an agreement with the Rio Grande Valley Birding Festival for the use of Hotel Motel Funds to promote tourism through the annual birding festival. Attachment ***(City Manager)***

n) Consideration and possible action to approve an agreement with the Harlingen Performing Arts Theatre for the use of Hotel Motel Funds for promotion of the arts. Attachment ***(City Manager)***

o) Consideration and possible action to approve the installation of speed humps in the following locations: (***This item was requested by Commissioner Daniel N. Lopez and Commissioner Ford Kinsley***)

1. East Washington/North 5th Street
2. 1200 West Monroe Street
3. 1600 E. Van Buren

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

a) City Manager's Report

b) Staff Reports

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

a) Public hearing for a Special Use Permit ("SUP") to allow an adult business (tattoo studio) in a General Retail ("GR") District located at 117 E. Porte Court, Suite #1, bearing a legal description of Lot 5, Block 1, East Porte Center Subdivision. Applicant: Gabriel Vargas. Attachment ***(Planning & Development)***

b) Public hearing for a rezoning request from Residential, Single Family ("R-1") District to Neighborhood Services ("NS") District for 1.73 acres of land out of Block 6, Section 297, Stuart Place Resubdivision, located on the southeast corner of Stuart Place and Brennaman Roads. Applicant: Moore Land Surveying, LLC c/o Zarate Home Designs, LLC. Attachment ***(Planning & Development)***

c) Public hearing amending the City of Harlingen Code of Ordinances, Chapter 34, Offenses and Miscellaneous Provision, Article V, Offenses involving public peace and order, Section 34-114, Noise Disturbances, by adding a provision which exempts properties located within an industrial zone or land use from the noise regulations. Applicant: City of Harlingen. Attachment ***(Planning & Development)***

d) Public hearing for the voluntary annexation request of an 8.36-acre tract of land legally described as Lot 1, Block 2, Georgette Subdivision, located at the southwest corner of Bass Boulevard and Johnston Lane. Applicant: Georgina and Saul Gonzalez. Attachment ***(Planning & Development)***

e) Public hearing for the voluntary annexation request of a 56.45-acre tract of land out of Survey 295, Stuart Place Subdivision, located along the South side of Garrett Road approximately 650 feet east of Altas Palmas Road. Applicant: Javier Hinojosa c/o Carlos Snavely. Attachment ***(Planning & Development)***

f) Public Hearing for a substantial amendment to the City of Harlingen's 2023-2024 One Year Action Plan in the amount of $39,000 from Vestal Park Lighting Phase III (an existing activity) to Vestal Park Improvements (a new activity). ***(CDBG)***

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

Ordinances

a) Consideration and possible action to adopt an ordinance on first reading for a Special Use Permit ("SUP") to allow an adult business (tattoo studio) in a General Retail ("GR") District located at 117 E. Porte Court, Suite #1, bearing a legal description of Lot 5, Block 1, East Porte Center Subdivision. Applicant: Gabriel Vargas. Attachment ***(Planning & Development)***

b) Consideration and possible action to adopt an ordinance on first reading for a rezoning request from Residential, Single Family ("R-1") District to Neighborhood Services ("NS") District for 1.73 acres of land out of Block 6, Section 297, Stuart Place Resubdivision, located on the southeast corner of Stuart Place and Brennaman Roads. Applicant: Moore Land Surveying, LLC c/o Zarate Home Designs, LLC. Attachment ***(Planning & Development)***

c) Consideration and possible action to adopt an ordinance on first reading to amend the City of Harlingen Code of Ordinances, Chapter 34, Offenses and Miscellaneous Provision, Article V, Offenses involving public peace and order, Section 34-114, Noise Disturbances, by adding a provision which exempts properties located within an industrial zone or land use from the noise regulations. Applicant: City of Harlingen. Attachment ***(Planning & Development)***

d) Consideration and possible action to adopt an ordinance on second and final reading for the voluntary annexation request of an 8.36-acre tract of land legally described as Lot 1, Block 2, Georgette Subdivision, located at the southwest corner of Bass Boulevard and Johnston Lane. Applicant: Georgina and Saul Gonzalez. Attachment ***(Planning & Development)***

e) Consideration and possible action to adopt an ordinance on second and final reading for the voluntary annexation request of a 56.45-acre tract of land out of Survey 295, Stuart Place Subdivision, located along the South side of Garrett Road approximately 650 feet east of Altas Palmas Road. Applicant: Javier Hinojosa c/o Carlos Snavely. Attachment ***(Planning & Development)***

f) Consideration and possible action to adopt an ordinance on second and final reading amending the City of Harlingen Code of Ordinances, Chapter 38, Solid Waste, Article II, Collection and Disposal, Section 38-29 Heavy Bulky Waste Collections, by clarifying the date and location to place bulky items for collection Section 38-31, Duty to Provide Receptacles; Specifications, by clarifying the size of the receptacle for single family residential; Section 38-33, Receptacles to be Accessible to Collectors, by clarifying the accessibility of the placement of the garbage container; and Section 38-39 Tree Limbs, Brush Trimmings, and the Like; Collection; by clarifying the date and location for brush to be placed on city right-of-way for collection services. Applicant: City of Harlingen. Attachment ***(Planning & Development)***

g) Consideration and possible action to approve an ordinance on second and final reading adopting the City of Harlingen's Budget for Fiscal Year 2025 by record vote. Attachment ***(Finance Dept.)***

h) Consideration and possible action to approve an ordinance on second and final reading adopting the Tax Year 2024 Ad Valorem Tax Rate for Maintenance and Operations (M&O)

together with the Interest and Sinking (I&S) Rate for Fiscal Year 2025 by record vote. Attachment ***(Finance Dept.)***

i) Consideration and possible action to approve a resolution adopting the Harlingen Community Improvement Board Budget for Fiscal Year 2024-2025. Attachment ***(Finance Dept.)***

j) Consideration and possible action to approve a resolution ratifying the property tax reflected in the adopted budget for Fiscal Year 2025. Attachment ***(Finance Dept.)***

k) Consideration and possible action to declare the itemized list of Non-Real Estate Personal Property as Surplus Personal Property, as recommended by staff, and authorize City personnel to conduct a virtual online pubic auction of said property, Saturday, October 12, 2024. Attachment ***(Finance Dept.)***

l) Consideration and possible action to establish a Steering Ad-Hoc Committee for the Comprehensive Parks and Downtown Master Plans. ***(Planning & Development)***

m) Consideration and possible action to approve a substantial amendment to the City of Harlingen 2023-2024 One Year Action Plan for $39,000.00 from Vestal Park Lighting Phase III (an existing activity) to Vestal Park Improvements (a new activity). Attachment ***(CDBG)***

n) Consideration and possible action to approve the recommendations of the Community Development Advisory Board to fund the HOME-ARP Supportive Services. Attachment ***(CDBG)***

o) Consideration and possible action to execute a renewal Service Agreement with the University of Texas Health Science Center at Houston to implement the "Tu Salud Si Cuenta" Program, aimed to promote healthy lifestyles and health changing lifestyle courses for city residents and authorize the City Manager to sign the contract. Attachment ***(Parks & Recreation)***

p) Consideration and possible action to approve a request from the Harlingen Parks and Recreation Department to close portions of the following trails: Arroyo Colorado Hike and Bike Trail, Henry Roberts Loop, Arroyo Delta, Comal and Olmos Trail and a portion of the Frank Boggus Memorial Trail for the "Showdown at the Arroyo", October 12th and 13th, 2024. Attachment ***(Parks & Recreation)***

q) Consideration and possible action to approve a contract with the Boy's and Girl's Club of Harlingen for Fiscal Year 2025 for $145,757.00 for Teen Service Programs and authorize the City Manager to sign the contract. Attachment ***(Parks & Recreation)***

r) Consideration and possible action to approve a contract with the Boy's and Girl's Club of Harlingen for Fiscal Year 2025 for $140,104.00 for Youth Service Programs and authorize the City Manager to sign the contract. Attachment ***(Parks & Recreation)***

s) Consideration and possible action to accept or deny the donation offered by TXU Energy for twenty (30-gallon) sized native trees to be planted within the City of Harlingen. Attachment ***(Parks & Recreation)***

t) Consideration and possible action to authorize the City Manager to award a construction contract with RGV Asphalt, LLC for the Los Vecinos Street Improvements Project Bid 2024-15, designed by staff and funded by the Harlingen Housing Authority. Attachment ***(Engineering Dept.)***

u) Consideration and possible action to authorize the Environmental Health Director to purchase a vehicle via TIPS-USA to replace unit 194 which was assigned to a Health Inspector. Attachment ***(Health Dept.)***

v) Consideration and possible action to implement a National Revitalization Project. ***(This item was requested by Commissioner Daniel N. Lopez and Commissioner Ford Kinsley)***

w) Consideration and possible action to allocate $1,000,000 from the HOT Fund Balance to the Casa Del Sol Renovation Project. Attachment ***(City Manager)***

11) **Board Appointments:**
Specifically, appointment or discussion and possible action to include appointment and/or removal of any position subject to appointment or removal by statute, ordinance, or bylaws.

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

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

a) Pursuant to Tx. Government Code Section 551.071 (1) and (2) attorney consultation; Section 551.072 regarding land issue. ***(City Attorney)***

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

a) Consideration and possible action on Item 12(a) as discussed in executive session.

14) **Adjournment:**

I, the undersigned authority, do hereby certify that the above Notice of the Regular Meeting of the Harlingen City Commission is a true and correct copy of said notice posted on the bulletin board at City Hall of said City of Harlingen, Texas in a place convenient and readily accessible to the general public at all times and on the City's Internet Website and said Notice was posted on **FRIDAY, SEPTEMBER 13, 2024** at or before 11:20 a.m. and remained so posted for at least 72 hours preceding the time of said meeting.

Dated this 13th day of SEPTEMBER, 2024

Amanda C. Elizondo

Amanda C. Elizondo, City Secretary

SPECIAL MEETING

CITY COMMISSION HARLINGEN, TEXAS

June 28, 2024

A Special Meeting of the Harlingen City Commission was held June 28, 2024, at 5:30 p.m., at 118 E. Tyler, City Hall, Town Hall Meeting Room, 2nd Floor, Harlingen, Texas and providing the public the ability to view the meeting via internet, live streaming and permitting the public to offer citizen communication or participate in items listed on the agenda via videoconferencing or telephonically via www.myharlingen.us Those in attendance were:

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

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

Invocation: Mayor Norma Sepulveda

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 and asked the Mayor and City Commissioners if they had a conflict on any item on the agenda. None were declared.

Citizen Communication/Input: note that the City Commission members may not respond to comments or deliberate on topics addressed.

- Leonity Korolev, Jessica Wagner, and Ian Guthrie were not present to address the City Commission.

Agenda Items:

1) Presentation by the Parks & Recreation Department Staff on Parks Projects.

Javier Mendez, Parks & Recreation Director, stated he would review the information based on the workshop and include the data requested on the number of people served within the vicinity of certain parks. We have Park Area Demographics, which show the park size, total population (highest to lowest) within a 10-minute walk, age groups, and income. On this list, Pendleton Park has the highest population within a 10-minute walk or half a mile away.

Discussion was held of any ongoing projects that were completed or partially completed from the 2015 Park Master Plan. Those listed were Bonham, C.B Wood, Gutierrez Park, Hunter Park and Lon C. Hill, McKelvey, Pendleton, Rangerville Park, Harlingen Soccer Complex, Vestal Park, Victor Park (all grant applications noted) and Windsor Park (irrigation system provided by HWWS).

Mr. Mendez highlighted the following information and noted the parks staff recommended for consideration for a grant application with the Texas Parks and Wildlife that would get the most points and mainly address recreation elements. The C.B. Wood and Arroyo Park are two parks that stood out because they both connect to a natural resource (The Arroyo Colorado) and an existing trail connecting to several parks. The following parks were discussed:

	Maximum Project Amount:	Maximum Grant Amount
Non-Urban Outdoor	$1,500,000	$750,000
Non-Urban Indoor	$1,500,000	$3,000,000

		Grant 50%
C.B. Wood (3,000 people within walking distance)	Total estimated cost: $505,309.83	$252,655.92
Arroyo Park (2,864 people within walking distance)	Total estimated cost: $945,759.83	$472,879.91
Vestal Park (2,386 people within walking distance)	Total estimated cost: $753,709.98	$376,854.99
Gutierrez Park (2,359 people within walking distance)	Total estimated cost:$ 1,184,500.00	$592,250.00
McKelvey Park (2,242 people within walking distance)	Total estimated cost: $1,026,950.00	$513,475.00
Harlingen Soccer Complex (54 people within walking distance)	Total estimated cost: $3,013,000.00	$1,506,500.00

Mr. Mendez stated they may need to look at alternative sources of grant money for the Gutierrez Parks because of the recreational elements that could be added to the park, or it will be very competitive when they submit the grant request. Six (6) full-time groundskeepers were needed, and this crew would only take care of the sports fields based on a need to fertilize and irrigate the fields. It was noted that this was a presentation on the parks only. Budget workshops are scheduled for next month, which could be discussed in more detail then.

2) Public hearing and possible action to approve/prioritize selected park projects.

Mayor Sepulveda announced that this was a public hearing, and anyone wishing to speak for or against could do so.

- **Alexandrea Perlata** – Gutierrez Park – business owner near Gutierrez Park stated there is prostitution, drug use, and aggressions/fights in the park. It has been a neglected area for more than 20 years. It needs more lighting, and a curfew needs to be enforced.

- **Roy Maggard**—Gutierrez Park—A nearby building should have an outreach program that can provide much-needed services to the community, such as Alcoholics/Narcotics Anonymous and mental health counseling in a private setting, including HIV/AIDS testing. There could also be a pavilion for churches to feed the homeless.

- **Scott McFarland**—Dixieland Park—It is the oldest active disc golf park in the Valley. It provided outdoor activities during COVID-19, and it is still popular among the young and old. It can be used for tournaments and bring more business/tourism to Harlingen.

- **Joshua Carrizales**—Dixieland Park—participates in the disc golf community sport. We also understand that the Parks & Recreation Department is understaffed, and we volunteer our time to keep the trees maintained. We would like to donate the surveying, construction staking, or minor civil plan services to the city.

- **Tracy Detman** - Dixieland Park – Family members learned to play disc golf at this park and turned professional; reconfiguring this course will help those who want to play to be more competitive and enhance their skills.

- **Guillermo Aguilar**—Dixieland Park—I participate in disc golf, but when we go to Dixieland Park, we pick up trash, clean up, and help with what is needed, even making small repairs to damaged signposts.

- **Ron Lozano** – When does the Parks & Recreation Dept. clean the park restrooms?

- **Forrest Fonseca** - Dixieland Park – recently started playing disc golf at this park; it has a lake that is used for fishing. A simple trail around the park would be beneficial, but any improvements would be welcome to help it grow and expand.

- **Isaac Carrizales** – Dixieland Park – I participate in disc golf; I have discovered that it is a very contagious and competitive sport. By being part of this sport, I have found a new camaraderie. There is a club in McAllen and Brownsville; we hope to get one started in Harlingen. If there are any spare spaces in other parks in the city, please consider adding a disc golf.

- **Alfredo Gomez**—Dixieland Park—There is a problem with questionable men at the bathrooms, and there is a great need for added trash cans within the park. When we go there, if we find trash, we dispose of it. This sport has benefited me health-wise, and now I have new friends who play it. We need to take care of that park.

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

3) <u>Public hearing on submitting a grant application to the Texas Parks and Wildlife Non-Urban Outdoor Recreation Local Park Grant Program.</u>

Mayor Sepulveda announced that this was a public hearing, and anyone wishing to speak for or against could do so.

There being none, Mayor Sepulveda closed the public hearing.

4) <u>Public hearing on submitting a grant application to the Texas Parks and Wildlife Non-Urban Indoor Recreation Local Park Grant Program.</u>

Mayor Sepulveda announced that this was a public hearing, and anyone wishing to speak for or against could do so.

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

5) <u>Consideration and possible action to approve a resolution authorizing the submission of a grant application to the Texas Parks and Wildlife Non-Urban Indoor Recreation Local Park Grant Program.</u>

Gabriel Gonzalez, City Manager, stated that this grant application was for the six projects presented earlier by staff to the city commission, including C.B. Wood, McKelvey Park, Arroyo Park, Soccer Complex, Vestal Park, and Gutierrez Park. We are asking the City Commission to select one to submit for funding to the Parks and Wildlife for a possible grant application of up to $1.5 million. The deadline for this application is July 31, 2024.

Motion was made by Commissioner Mezmar and seconded by Commissioner Morales to apply for the Texas Parks and Wildlife Non-Urban Indoor Recreation Local Park Grant Program for the Arroyo Park. Motion carried unanimously.

6) <u>Consideration and possible action to approve a resolution authorizing the submission of a grant application to the Texas Parks and Wildlife Non-Urban Indoor Recreation Local Park Grant Program</u>

Mr. Gonzalez stated that this is for a recreation center, and the staff is asking for authorization to apply for a grant to conduct a feasibility study for the City's Recreation Center.

Ana Hernandez, Special Projects Director, stated that if the city commission has a location in mind, staff could do the sign in construction. She added that Pendleton Park was best situated to extend the pool area based on land availability.

Mr. Mendez added that the idea was to connect the recreation center to the Pendleton Pool, like the YMCA. There is an area on the west side of the pool where we can make that happen, as well as enough land to add parking if necessary. I recommend selecting Pendleton Park for this grant.

Mayor Sepulveda asked Mr. Mendez to submit a report on the incoming revenues for the Event Centers, Casa De Amistad, Case Del Sol, Harlingen Community Center, etc. We need to find a dedicated space for the (pickleball activity) as it is one of the most popular ones.

Mr. Mendez stated he had a construction cost estimate for building an (outdoor) 8-court pickle ball space behind the community center, using the shuffleboard courts. The total cost, including the lighting, covered seating, and windscreens for the playing area, would be $321,600.

Motion was made by Commissioner Mezmar and seconded by Commissioner Morales to approve a resolution authorizing the submission of a grant application to the Texas Parks and Wildlife Non-Urban Indoor Recreation Local Park Grant Program. Motion carried unanimously.

Adjournment

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

City of Harlingen

_____
Norma Sepulveda, Mayor

ATTEST:

_____
Amanda C. Elizondo, City Secretary

DRAFT

6(b)

REGULAR MEETING

CITY COMMISSION HARLINGEN, TEXAS

A Regular Meeting of the Harlingen City Commission was held July 17, 2024, at 5:30 p.m., at City Hall, Town Hall Meeting Room, 118 E. Tyler, Harlingen Ave., 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

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

1) **Call Meeting to Order**
   a) Invocation – Commissioner Frank Morales
   b) Pledge of Allegiance
   c) Welcome Citizens – Mayor Sepulveda welcomed the citizens to the meeting.

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

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

3) **Announcements:**

   a) Mayor's Announcements—Mayor Sepulveda announced that approximately $50,000 in funds were presented to multiple non-profit organizations focused on youth and children who are neglected/abused or in foster care. This money is not public money but sponsorship money that was distributed to non-profit organizations.

   b) City Manager's Announcements—The Parks Department will hold a public hearing on July 25, 2024, at 5:30 p.m. to obtain input from residents on park improvements. There is a survey on Facebook that our citizens can fill out. The Margarita Fest was rescheduled to July 27, 2024, at Lon C. Hill Park from 5:00 p.m. to 10:00 p.m.

   c) City Commission Member Announcements

      - Commissioner Kinsley expressed his condolences to the family of Mitzy Sistero Family, a long-time educator who worked at Zavala and Crockett Elementary Schools as well as in South America. A

first-grade teacher for 25 years at Bowie Elementary School. A long-time member of the Lions Club and a kind person who will be greatly missed.

- Commissioner Morales echoed Commissioner Kinsley's condolences to the family of Ms. Sistero.

4) **Presentation of Awards:**

a) Mayor's Business of the Month Award - Better Bodyz

Juber Tanguma, the owner, thanked the Mayor and City Commissioners. He stated they were very appreciative of this recognition. He said his business started in McAllen, TX., moved to Harlingen in 2002, and later built a larger location. He felt comfortable with his work and loyal clients, some of whom were present at the meeting.

5. **Citizen Communication:**

- Raymond Reyes – 706 Nantucket Drive, Harlingen, TX – Responsibility and Accountability.
- Robert Leftwich – 909 E. Parkwood, Harlingen, TX – Public Corruption.

6. **Approval of Minutes:**

a) Regular Meeting of May 15, 2024

Motion was made by Commissioner Lopez and seconded by Mayor Pro-Tem Perez to approve the Regular Meeting Minutes of May 15, 2024. Motion carried unanimously.

7. **Consent Agenda:**

a) Consideration and possible action to adopt an ordinance on the second and final reading for a Special Use Permit ("SUP") to allow an adult business (smoke shop) in a General Retail ("GR") District located at 218 W. Tyler Avenue, Suite A, bearing a legal description of Lots 14-15, Block 82, Harlingen Original Townsite Subdivision. Applicant: David Maya.

ORDINANCE NO. 24-33

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF HARLINGEN TO ISSUE A SPECIAL USE PERMIT (SUP) TO DAVID MAYA TO ALLOW AN ADULT BUSINESS (SMOKE SHOP) IN A GENERAL RETAIL ("GR") DISTRICT LOCATED AT 218 W. TYLER AVENUE, SUITE A, BEARING A LEGAL DESCRIPTION OF LOTS 14-15, BLOCK 82, HARLINGEN ORIGINAL TOWNSITE SUBDIVISION

PASSED AND APPROVED on first reading this the 3rd day of July 2024
PASSED AND APPROVED on the second and final reading this the 7th day of July 2024.

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

CITY OF HARLINGEN
/s/Norma Sepulveda, Mayor

b) Consideration and possible action to approve a resolution, accepting the Federal Aviation Administration (FAA) anticipated Grant offer No. 3-48-101-077-2024 in the amount of One Million, Six Hundred Twenty-Three Thousand, Two Hundred Sixty Dollars and no 100's ($1,623,260) for the Runway Extension projection at Valley International Airport.

c) Consideration and possible action to approve a resolution, accepting the Federal Aviation Administration (FAA) Anticipated Grant Offer No. 3-48-101-077-2024 in the amount of One Million, Nine Hundred Twenty-Five Thousand, Three Hundred Eighty-Four Dollars and no 100's ($1,925,384) for the Air Traffic Control Tower Project at Valley International Airport.

d) Consideration and possible action to approve the installation of speed humps in the following locations: (*This item was requested by Commissioner Daniel N. Lopez and Commissioner Frank Morales*).

- 12th Street between Monroe Ave. and Jefferson Ave.

Motion was made by Commissioner Kinsley and seconded by Mayor Pro-Tem Perez to approve the Consent Agenda, Item 7 (a through f). Motion carried unanimously.

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

a) City Manager's Report - None

b) Staff Reports – Public Works Department Drainage Report

Cristopher Torres, Public Works Director, gave a brief overview of the drainage projects:

Hale Ditch benefited the Southeast area of Ed Carey. It was 3,310 linear feet long and took three months to complete. It was initially 35 feet wide. After the project was completed, the width was between 70 and 90 feet, which will retain more water.

Lozano Detention Pond—The first phase of this project consists of approximately 14 acres and is 70% completed. The bid for this project was estimated at $745,000, but the city saved money by doing this project in-house. The projected time to complete the first phase of the project is by the end of July. Thereafter, they will start on the pilot channel.

T-Drain Ditch—This project benefited the area of Fair Park and Lozano. It is 2,400 linear feet long and was completed in ten weeks. Originally, it was 40 feet wide, and it is now between 75 and 80 feet wide.

Danny Diaz, Public Works Streets Superintendent, explained the drain ditches.

Bonham Drain Ditch –This drain ditch was originally 10 feet wide and 1,300 linear feet long. This project was completed in one week and was widened to 25 feet. The original inlet was redesigned and raised so the debris would not clog the ditch.

TxDOT Drain Ditch—This area has been neglected for about ten years. It is 1.20 miles long and took ten weeks to complete. The city will reimburse the Texas Department of Transportation for renting the equipment used for this project.

Mayor Pro-Tem Perez stated that the constituents who live in this area were worried about the hurricane season due to the condition of the ditch. They are very thankful for the work done to clean this area.

13th Drain Ditch – This area is 4,400 linear feet long, and the project was completed in seven days. This improvement will benefit Districts 4 and 5. The pilot channel was also cleaned to release the water flow near the Gabriel's Landing and Adams areas.

A 48" Pipe from TxDOT was located at the Intersection of Mississippi and Frontage Road. It was completely blocked with sediment and debris, and it took seven days to flush it completely.

Ruth Trevino, Assistant Public Works Director, discussed the preventive maintenance measures that were in place. The inlets are scheduled yearly to be cleaned in the districts. There are 921 inlets in District 1 – District 2 -1,222 inlets; District 3 - 3,784 inlets; District 4 – 915 inlets; and District 5, 1,119 inlets. The total number of storm drains inlets citywide is 4,961. Currently, the city has two vector trucks, and they clean one district per week, equivalent to 50 or 60 inlets per week. On June 17, 2024, 14,865 bags were distributed during Tropical Storm Albert, and on July 3, 2024, 19,608 bags were distributed, totaling 34,473. Staff will meet with Cameron County regarding a reimbursement for the sandbag distribution operation cost.

Mr. Torres gave a brief description of the equipment that the Public Works Department could utilize that would not be that costly compared to a vector truck that would cost over $500,000. A Vac-Con Trailer would cost $183,000, and a Pick-Up Truck would cost $52,000, for a total cost of $235,000.

Mr. Torres stated that this type of equipment would benefit the downtown area due to the existing infrastructure, which includes 10-inch pipes. The Vac-Con Trailer can vacuum/flush 700 gallons, and the Vac Truck can vacuum/flush 2,000 gallons. The trailer is much less expensive than the truck.

9. **Public Hearings:**

Mayor Sepulveda announced that this was a public hearing, and anyone wishing to speak for or against could do so.

a) Public hearing for a Special Use Permit ("SUP") to allow a bar/lounge in a General Retail ("GR") District located at 1105 S. Tamm Lane, bearing a legal description of 3.4740 acres out of Block 33, Stuart Place Subdivision 139/297/298. Applicant: Karlos Esquivel.

- Item 9 (a) - None

b) Public hearing for the voluntary annexation of a 7.9-acre tract of land out of Lot 16, Cunningham's Subdivision, located along the south side of Primera Road approximately 1,100 feet west of I-69E (US Expressway 77). Applicant: Harlingen EDC.

- Item 9 (b) - None

c) Public hearing for a rezoning request from Residential, Multi-Family ("M-2") District and General Retail ("GR") District to Planned Development ("PD") District for townhome lots with a zero-foot side setback for all lots in The Reserve Subdivision, located along the north side of North Business 77 Sunshine Strip, approximately 293 feet west of G Street. Applicant: Moore Land Surveying c/o MooVann, LLC.

- Item 9 (c) - None

d) Public hearing amending the City of Harlingen One Vision One Harlingen Comprehensive Plan by changing the designation of the Future Land Use Plan from Industrial to Low-Density Residential for a 73.69-acre tract of land, more or less, out of and forming a part of Blocks 28, 36 and 37, Palmetal Subdivision, located along the south side of Grimes Avenue approximately 6,500 feet east of Loop 499. Applicant: Francisco Arriaga.

- Francisco Arriaga (developer), 4200 Jaime J. Zapata, Ste. 117, Brownsville, TX, informed the city commission of his plans to build 350 single-family affordable homes. This development would bring the city many benefits, but the City of Harlingen would see an increase in tax revenue.

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

10. **Action Items: Ordinances:**

a) Consideration and possible action to adopt an ordinance on first reading for a Special Use Permit ("SUP") to allow a bar/lounge in a General Retail ("GR") District located at 1105 S. Tamm Lane, bearing a legal description of 3.4740 acres out of Block 33, Stuart Place Subdivision 139/297/298. Applicant: Karlos Esquivel.

Motion was made by Mayor Pro Tem Perez and seconded by Commissioner Kinsley to adopt an ordinance on first reading for a Special Use Permit ("SUP") to allow a bar/lounge in a General Retail ("GR") District located at 1105 S. Tamm Lane, bearing a legal description of 3.4740 acres out of Block 33, Stuart Place Subdivision 139/297/298. Motion carried as follows: FOR: Mayor Pro-Tem Perez, Commissioners: Kinsley, Mezmar and Lopez; AGAINST: Commissioner Morales. ABSTAINED: none (Vote: 4-1-0).

b) Consideration and possible action to adopt an ordinance on the second and final reading for the voluntary annexation of a 7.9-acre tract of land out of Lot 16, Cunningham's Subdivision, located along the south side of Primera Road approximately 1,100 feet west of I-69E (US Expressway 77). Applicant: Harlingen EDC.

AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE CITY OF HARLINGEN BY ANNEXING, FOR FULL PURPOSE A 7.9 ACRE TRACT OF OF LAND OUT OF LOT 16, CUNNINGHAM'S SUBDIVISION, LOCATED ALONG THE SOUTH SIDE OF PRIMERA ROAD APPROXIMATELY 1,100 FEET WEST OF I-69E (US EXPRESSWAY 77), BINDING THE LAND TO ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY; APPROVING AN ANNEXATION SERVICES_AGREEMENT PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

PASSED AND APPROVED on first reading this the 3rd day of July 2024
PASSED AND APPROVED on the second and final reading this the 17th day of July 2024.

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

CITY OF HARLINGEN
/s/Norma Sepulveda, Mayor r

Motion was made by Commissioner Lopez and seconded by Commissioner Morales to approve the ordinance on second and final reading for the voluntary annexation of 7.9-acre tract of land out of Lot 16, Cunningham's Subdivision, located along the south side of Primera Road approximately 1,100 feet west of I-69E (US Expressway 77). Motion carried unanimously.

c) Consideration and possible action to adopt an ordinance on first reading for a rezoning request from Residential, Multi-Family ("M-2") District and General Retail ("GR") District to Planned Development ("PD") District for townhome lots with a zero-foot side setback for all lots in The Reserve Subdivision, located along the north side of North Business 77 Sunshine Strip, approximately 293 feet west of G Street. Applicant: Moore Land Surveying c/o MooVann, LLC.

Motion was made by Commissioner Lopez and seconded by Mayor Pro-Tem Perez to approve the ordinance on first reading for a rezoning request from Residential, Multi-Family ("M-2") District and General Retail ("GR") District to Planned Development ("PD") District for townhome lots with a zero-foot side setback for all lots in The Reserve Subdivision, located along the north side of North Business 77 Sunshine Strip, approximately 293 feet west of G Street. Motion carried unanimously.

d) Consideration and possible action to approve an ordinance on first reading amending the City of Harlingen One Vision One Harlingen Comprehensive Plan by changing the designation of the Future Land Use Plan from Industrial to Low-Density Residential for a 73.69-acre tract of land, more or less, out of and forming a part of Blocks 28, 36 and 37, Palmetal Subdivision, located along the south side

Motion was made by Commissioner Mezmar and seconded by Commissioner Morales to approve an ordinance on first reading amending the City of Harlingen One Vision One Harlingen Comprehensive Plan by changing the designation of the Future Land Use Plan from Industrial to Low-Density Residential for a 73.69-acre tract of land, more or less, out of and forming a part of Blocks 28, 36 and 37, Palmetal Subdivision, located along the south side of Grimes Avenue approximately 6,500 feet east of Loop 499. Motion carried unanimously.

e) Consideration and possible action to approve an ordinance on the second and final reading amending Chapter 36 of the Harlingen Code of Ordinances establishing prohibited activities in the City Parks.

ORDINANCE NO.- 2024-31

AN ORDINANCE AMENDING CHAPTER 36, PARKS AND RECREATION, ARTICLE V., PUBLIC CONDUCT IN AND USE OF PARKS & RECREATION FACILITIES, DIVISION 1 GENERALLY, AMENDING SECTION 36 - 106 – PARK RULES AND POLICIES, BY ADDING PROHIBITED ACTIVITIES IN CITY PARKS AND FACILITIES AND PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF ($200.00) TWO HUNDRED DOLLARS FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE, PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE AND ORDAINING OTHER MATTERS RELATING TO THE FOREGOING.

PASSED AND APPROVED on first reading this the 3rd day of July 2024
PASSED AND APPROVED on the second and final reading this the 17th day of July 2024.

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

CITY OF HARLINGEN
/s/Norma Sepulveda, Mayor

Motion was made by Commissioner Lopez and seconded by Mayor Pro-Tem Perez to approve the ordinance on second and final reading amending Chapter 36 of the Harlingen Code of Ordinances establishing prohibited activities in the City Parks. Motion carried unanimously.

f) Consideration and possible action to approve a resolution authorizing the City Manager to sign an Advanced Funding Agreement with the Texas Department of Transportation and represent the City of Harlingen in all matters related to the Arroyo Colorado Trail Extension Phase IV referred to as Dixieland Reservoir Project.

Motion was made by Commissioner Lopez and seconded by Mayor Pro-Tem Perez to approve the resolution authorizing the City Manager to sign an Advanced Funding Agreement with Texas Department of Transportation and represent the City of Harlingen in all matters related to the Arroyo Colorado Trail Extension Phase IV is referred to as the Dixieland Reservoir Project. Motion carried unanimously.

g) Discussion and possible action to approve an upgrade of the City Mobile App at a cost of $40,446.

Motion was made by Commissioner Mezmar and seconded by Commissioner Morales to approve an upgrade of the City Mobile App for $40,446. Motion carried unanimously.

h) Consideration and possible action to approve Amendment No. 2 amending the Harlingen Downtown Improvement District Fund 2023-2024 Fiscal Year Budget.

Motion was made by Commissioner Lopez and seconded by Mayor Pro-Tem Perez to approve Amendment No. 2 amending the Harlingen Downtown Improvement District Fund 2023-2024 Fiscal Year Budget. Motion carried unanimously.

i) Consideration and possible action to approve an ordinance authorizing the issuance and delivery of the City of Harlingen, Texas Waterworks and Sewer System Revenue Bonds, Series 2024 (CWSRF); authorizing the execution of a paying agent/registrar agreement and an escrow agreement relating to such bonds; pledging the revenues of the city's waterworks and sewer system to the payment of the principal and interest on said bonds; and ordaining other matters relating thereto.

Ms. Ann Burger, Financial Advisor with First Southwest, stated the issuance of $10 million is for the Waterworks and Sewer System Revenue Bonds. These bonds have no ad valorum tax pledges and are solely secured by the city's waterworks and sewer system revenues. The par amount is $10 million, and the expected project fund deposit is $9,720,000. The cost of issuance attributable to this transaction is $107,519,000. The Texas Water Development Board has a fee of $1.75% on all their clean water SRF transactions. The proceeds will be utilized to make that payment.

Commissioner Lopez asked about the cost of issuance and the loan origination fee, which comes from the Texas Water Development Board.

Ms. Burger stated that the loan origination fee is $171,990, a $1.75% fee that they charge on all their transactions.

Commissioner Lopez asked about the issuance cost and if it is paid to the financial advisor.

Ms. Burger stated that the issuance cost pays the bond counsel fee, bond counsel expenses, the Texas Attorney General's fee, the paying agent, the escrow agent, QCIP, the Texas Municipal Advisory Council, and miscellaneous. It is the culmination of all the different parties involved in the transaction. The paying agent registrar maintains it over the life of the bond issue.

Commissioner Lopez also had questions regarding the contract escrow agreement.

Ms. Burger responded that it is an EPA Program that capitalizes the Texas Water Development Board and its nationwide counterparts. The Water Development Board will allow you to close the $10 million after they take their fee and put it in the escrow account. That money cannot be released from the escrow account until Waterwork Systems makes monthly outlays. They will get all the invoices attributed to the $10 million

construction project and submit them to the Water Development Board. Their engineering and financial staff approves every outlay submitted. They look at each invoice to see that these funds are being utilized to build this project. After the Water Development Board approves the outlay, they correspond with the escrow agent and give him the authority to release the funds requested. The paying agent remains for the entire life of the bond. Waterworks System will send their payment to the paying agent, and the paying agent will pay the Water Development Board. The escrow will only be in place for 2-3 years until the construction process is complete. After that, there is no more work for the escrow agent.

Commissioner Lopez recommended that the following amendments be added to the contract.

- Who is the Executive Administrator at the Texas Water Development Board?

- Section 3 (Investments) – Will the Finance Department share the City's Investment Policy with the escrow agent?

- Section 9, Page 3—Merger and Consolidation (bank merger) would have to inform the Texas Water Development Board. He asked that information also be sent to the City of Harlingen.

- Section 14, Page 4 – Choice of law (Texas) Venue for the dispute shall be in Travis County; recommended to add Cameron County as per Texas Civil Practice and Remedies Code 15.01151a. If there is a lawsuit involving a municipality with a population of less than 100,000, all lawsuits relating to that municipality are in the county where the city is located. Please change from Travis County to Cameron County.

- Section 6.11 Governing Law: Venue Provision -Paying Agent Registrar Agreement: include that the venue is proper and Cameron County.

Motion was made by Mayor Pro-Tem Perez and seconded by Commissioner Mezmar to approve the ordinance authorizing the issuance and delivery of the City of Harlingen, Texas Waterworks and Sewer System Revenue Bonds, Series 2024 (CWSRF); authorizing the execution of a Paying Agent/Register Agreement and an Escrow Agreement relating to such bonds; pledging the revenues of the city's Waterworks and Sewer System to the payment of the principal and interest on said bonds; and ordaining other matters relating thereto; with the amendments made by Commissioner Lopez. Motion carried unanimously.

11. **Board Appointments**: None.

12. **Executive Session**:

a) Pursuant to Tx. Government Code Section 551.071 (1) and (2) – attorney consultation; Section 551.072 regarding 83/77 Properties. ***(City Manager)***

b) Consultation with legal counsel pursuant to Tx. Gov't Code 551.071 to receive a briefing from the City Attorney regarding a matter protected by the attorney client communication privilege. ***(City Attorney)***

c) Consultation with legal counsel pursuant to Tx. Gov't. Code 551.071 to receive a briefing from the City Attorney regarding a matter protected by the attorney client communication privilege. ***(City Attorney)***

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

14. a) Consideration and possible action on Item 12 (a), (b), and (c).

At 7:03 p.m., Mayor Sepulveda announced that the City Commission would convene in session to discuss Item 12 (a), (b), and (c).

Motion was made by Commissioner Kinsley and seconded by Mayor Pro-Tem Perez to convene into executive session. Motion carried unanimously.

At 7:34 p.m., Mayor Sepulveda announced that the City Commission was out of Executive Session

and declared the meeting open to the public.

Motion was made by Commissioner Lopez and seconded by Mayor Pro-Tem Perez to proceed as discussed in the executive session on Item 12 (a), (b), and (c). Motion carried unanimously.

15. **Adjournment:**

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

City of Harlingen

_____
Norma Sepulveda, Mayor

ATTEST:

_____
Amanda C. Elizondo, City Secretary

DRAFT

7(a)

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **September 18th 2024**

Agenda Item:

Consideration and possible action to approve a request from Harlingen High School Student Council to close the following streets: 900 Block of Marshall Avenue; Intersection of 7th & 9th Streets, Wednesday, October 23, 2024, from 6:00 p.m. to 7:30 p.m. for their High School Homecoming Parade. Attachment ***(Police)***

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

Brief Summary:

Harlingen High School Student are preparing on having their Annual Homecoming Parade and bonfire. They are requesting Street Closure from 6:00 p.m.-7:30 p.m. on Wednesday, October 23, 2024. The Parade will begin at the HHS West parking lot, Travel thru Marshall Ave. up to 7th St. then travel Northbound on 7th St. up to the HCISD open filed located at 2809 N. 7th St., where the parade will end. Mrs. Veronica Hunt the HHS Student Council Advisor is requesting on behalf of HHS the closure of the streets for the safety of the public in attendance and all participants of event.

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

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: 9/2/24**

FROM: District Representative Benito Bravo#3412

RE: Harlingen High School Homecoming Parade Street Closure Request

Requestor: Veronica Hunt / Harlingen High School Student Council Advisor
Event Date/Time: Wednesday, October 23, 2024 from 6:00 pm to 7:30 pm
Location: 1201 E. Marshall Street, Harlingen TX 78550

Harlingen High School (HHS) is preparing on having their Annual Homecoming Parade and Bonfire. They are requesting street closures from 6:00 pm – 7:30 pm on Wednesday, October 23, 2024. The parade will begin at the HHS west parking lot. The parade will travel west bound on Marshall Ave. up to 7th Street where the parade will then travel northbound on 7th Street. The parade will continue northbound up to the HCISD open field located at 2809 N. 7th Street where the parade will end. The pep rally and bonfire will take place on the open field after the parade. The parade will consist of 23 floats, marching band and other school program participants. A total of 600 students are expected to take part in the parade. Harlingen SRO's will be escorting the parade at the biggening and the end of the parade. Ms. Veronica Hunt the HHS Student Council Adviser is requesting on behalf of the HHS the closure of the following streets for the safety of the public in attendance and all participants of the parade.

- Close the 900 Block of Marshall Ave. (6 barricades)
- Close the south side intersection of 9th St./ Marshall Ave. (2 barricades)
- Close the south side intersection of 7th St./ Marshall Ave. (3 barricades & **Traffic Control Officer**)
- Close the west side intersection of 7th St./ Village Dr. (2 barricades)
- Close the west and east side intersections of 7th St./ Williamson Ave. (4 barricades & **Traffic Control Officer**)
- Close the west and east side intersections of 7th St./ Rio Hondo Rd. (4 barricades & **Traffic Control Officer**)

	SIGNATURE	ID#	DATE
OFFICER / EMPLOYEE		341L	09/02/2024
SERGEANT / SUPERVISOR		3464	9/2/24
COMMANDER / MANAGER		3019	9-2-24
DEPUTY CHIEF		1933	9.4.24
ASSISTANT CHIEF		2915	9-4-24
CHIEF OF POLICE		2088	9-4-24

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

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

- Close the west and east side intersections of 7th St./ MatzAve. (4 barricades & **Traffic Control Officer**)
- Close the west side intersection of 7th St./ Ferree St. (2 barricades)
- Close the east side intersection of 7th St./ Tumbleweed Dr. (2 barricades)
- Close the east side intersection of 7th St./ Windfield Dr. (2 barricades)
- Close the east side intersection of 7th St./ Country Dr. (2 barricades)
- Close the east side intersection of 7th St./ Town Ln. Dr. (2 barricades)
- Close the south side intersection of 7th St./ Vinson Ave. (3 barricades & **Traffic Control Officer**)

If approved barricades are to be delivered and installed by the City of Harlingen Street Department on Wednesday October 23, 2024 at 6:00 pm and removed from the roadway at 7:30 pm. A copy of the parade route map is attached to this IDC.

Recommendations:
I am recommending five **Traffic Control Police Officers** be used for the parade route as indicated on the intersections listed above.

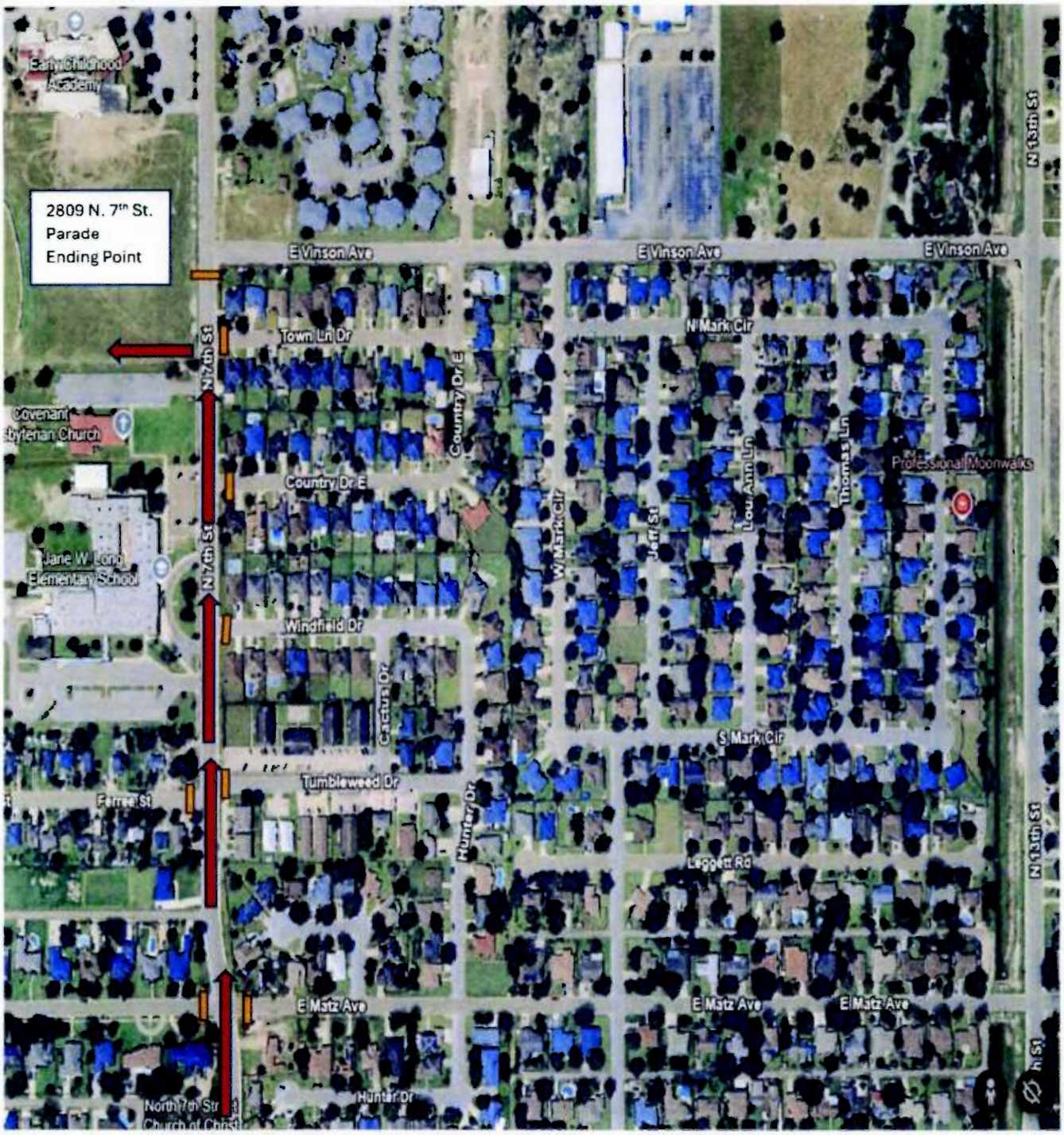
	SIGNATURE	ID#	DATE
OFFICER / EMPLOYEE		3412	09/02/2024
SERGEANT / SUPERVISOR		3464	9/2/24
COMMANDER / MANAGER			
DEPUTY CHIEF			
ASSISTANT CHIEF			
CHIEF OF POLICE			

HARLINGEN HIGH SCHOOL HOMECOMING PARADE 2024 PAGE #1

Barricade

Parade Route

HARLINGEN HIGH SCHOOL HOMECOMING PARADE 2024 PAGE #2



Barricade

Parade Route

Benito Bravo - HPD

From:	Veronica Hunt <veronica.hunt@hcisd.org>
Sent:	Wednesday, August 28, 2024 11:36 AM
To:	Benito Bravo - HPD
Subject:	Harlingen HS Homecoming parade route
Attachments:	letter to mayor 2024.pdf; Parade Map 2024.pdf

Good morning officer Bravo,

Please see attached request and map for the proposed HHS Homecoming parade.

Thank you,

Veronica Hunt
Science Teacher
Student Council Advisor
Harlingen High School
1201 E. Marshall Street | Harlingen, TX 78550
O. (956) 427-3600 x1121 | F. (956) 427.3792
www.hcisd.org/hhs

Experience HCISD

HARLINGEN

Consolidated Independent School District

407 N. 77 Sunshine Strip Harlingen, TX 78550 Telephone: (956) 427-3400 Fax: (956) 427-3589

Harlingen High School
1201 E. Marshall
Harlingen, Texas 78550
(956) 427-3600

Veronica Hunt,
Harlingen High School Student Council
1201 East Marshall Avenue
Harlingen, Texas 78550

The Honorable Norma Sepulveda
Mayor, City of Harlingen
118 East Tyler Avenue
Harlingen, Texas 78550

August 26, 2024

Dear Mayor Sepulveda:

The Harlingen High School Student Council would like to invite you and the citizens of Harlingen to celebrate our annual Homecoming festivities. This year's events will take place Wednesday, October 23rd and Thursday, October 24th. On Wednesday, the HHS Student Council will host a parade, pep rally and burning of the "H", and on Thursday, the Harlingen Cardinals will take on the Brownsville Hanna Eagles at J. Lewis Boggus Stadium at 7:00 PM.

As with years past, we are asking for the city's help with the street closures, but this year we'd like to host the parade down 7th St. towards the open field next to Early Childhood Academy where our pep rally and burning of the "H" will be held. The street closures would include N. 7th St., Marshall Ave., Village Dr., E. Williamson Ave., E. Davis St., Rio Hondo Rd., E. Matz, Ferree St., Tumbleweed Dr., Windfield Dr., Country Dr. E, Town Ln. Dr., and E. Vinson Dr. I have included a map for your review. Also, we are requesting traffic support as well as barricades to close the streets on the parade route during the event. We appreciate all you do to make this celebration a success. If you need further information, please do not hesitate to contact me by phone at 956-579-9645 or by email at veronica.hunt@hcisd.org. If I am not available, please contact Ms. Merissa Saucedo by phone at 956-564-2689 or merissa.saucedo@hcisd.org.

Thank you again for all your help.

Respectfully,

Veronica Hunt,
Advisor, HHS Student Council

Parade Ends Here
Parade Starts Here

Benito Bravo - HPD

From: Manuel Tovar - HPD
Sent: Wednesday, August 28, 2024 10:24 AM
To: Benito Bravo - HPD
Cc: Orlando Gonzales - HPD; Jose J. Lopez - HPD; Raul Flores - HPD
Subject: FW: Harlingen HS Homecoming

Benny,

Can you contact Ms. Hunt about this please.

Thank You,

Sergeant Manuel Tovar#3464

District Representative Unit
1018 Fair Park Blvd Harlingen, Texas 78550
Work: (956)216-5401

This email & the documents that accompany this email may contain confidential information belonging to the sender, which is legally privileged. The information is intended only for the use of the individual or entity stated on this email. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or taking of any action in reliance on the contents of this email information is strictly forbidden and prohibited. If you have received this email in error, please immediately notify us by telephone to arrange for the disposition of the original documents.

From: Mike Kester - HPD <mkester@harlingentx.gov>
Sent: Wednesday, August 28, 2024 8:51 AM
To: Manuel Tovar - HPD <mtovar@harlingentx.gov>; Charles Fechner - HPD <cfechner@harlingentx.gov>
Subject: FW: Harlingen HS Homecoming

FYI

From: Mike Kester - HPD
Sent: Wednesday, August 28, 2024 8:50 AM
To: Gabriel Gonzalez <ggonzalez@harlingentx.gov>; Danny Villarreal - HPD <dvillarreal@harlingentx.gov>
Cc: Norma Sepulveda <nsepulveda@harlingentx.gov>
Subject: RE: Harlingen HS Homecoming

Yes Sir, we will take care of this. Can we get the original attachments with the route and request letter please?

Michael Kester, Chief
Harlingen Police Dept.
1018 Fair Park Blvd.
Harlingen, Texas

956-216-5403

This email & the documents that accompany this email may contain confidential information belonging to the sender, which is legally privileged. The information is intended only for the use of the individual or entity stated on this email. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or taking of any action in reliance on the contents of this email information is strictly forbidden and prohibited. If you have received this email in error, please immediately notify us by telephone to arrange for the disposition of the original documents.

From: Gabriel Gonzalez <ggonzalez@harlingentx.gov>
Sent: Wednesday, August 28, 2024 8:32 AM
To: Mike Kester - HPD <mkester@harlingentx.gov>; Danny Villarreal - HPD <dvillarreal@harlingentx.gov>
Subject: FW: Harlingen HS Homecoming

Chief, can you process these street closures. Let me know if you have any questions. Thanks...

From: Veronica Hunt <veronica.hunt@hcisd.org>
Sent: Wednesday, August 28, 2024 8:28 AM
To: Norma Sepulveda <nsepulveda@harlingentx.gov>
Cc: Merissa Saucedo <merissa.saucedo@hcisd.org>; Marcy Martinez <marcy.martinez@hcisd.org>; Gabriel Gonzalez <ggonzalez@harlingentx.gov>
Subject: Re: Harlingen HS Homecoming

Excellent! Thank you so much for your quick response.

Veronica Hunt
Science Teacher
Student Council Advisor
Harlingen High School
1201 E. Marshall Street | Harlingen, TX 78550
O. (956) 427-3600 x1121 | F. (956) 427 3792
www.hcisd.org/hhs

Experience HCISD

From: Norma Sepulveda <nsepulveda@harlingentx.gov>
Sent: Tuesday, August 27, 2024 11:36 PM
To: Veronica Hunt <veronica.hunt@hcisd.org>
Cc: Merissa Saucedo <merissa.saucedo@hcisd.org>; Marcy Martinez <marcy.martinez@hcisd.org>; Gabriel Gonzalez <ggonzalez@harlingentx.gov>
Subject: Re: Harlingen HS Homecoming

[EXTERNAL EMAIL - Do not click links or open attachments unless you recognize the sender and know the content is safe.]

Good evening,

Thank you for your email and bringing this to my attention. I've copied our City Manager, Gabriel Gonzalez, on this email to ensure your request gets routed to the appropriate department. We will work together to place this request on the agenda for the commission's approval.

Please let us know if you need any further assistance.

Yours in service,

Norma Sepulveda
Mayor
City of Harlingen
118 E Tyler Avenue
Harlingen Texas 78550
Phone: (956) 216-5012
Cell: (956) 556-6216

From: Veronica Hunt <veronica.hunt@hcisd.org>
Sent: Tuesday, August 27, 2024 8:16 PM
To: Norma Sepulveda <nsepulveda@harlingentx.gov>
Cc: Merissa Saucedo <merissa.saucedo@hcisd.org>; Marcy Martinez <marcy.martinez@hcisd.org>
Subject: Harlingen HS Homecoming

Good evening, Mayor Sepulveda,

This year Harlingen HS will be celebrating Homecoming in the last week of October. We are asking for the city's help with street closures for the Homecoming Parade on Wednesday, October 23rd at 6:00PM. This year we are proposing the parade route begin at the HHS West Parking Lot, turn right on Marshall Ave., turn right on N. 7th St., and end at the empty field next to Early Childhood Academy. It is in this field where we will host our pep rally and burning of the "H". Please see attached letter and parade route.

I appreciate all you do for our community.

Thank you,

Veronica Hunt
Science Teacher
Student Council Advisor
Harlingen High School
1201 E. Marshall Street | Harlingen, TX 78550
O. (956) 427-3600 x1121 | F. (956) 427.3792
www.hcisd.org/hhs

Experience HCISD

7(b)

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **September 18, 2024**

Agenda Item:

Consideration and possible action to approve a modification in date and time for the annual Jackson Street Classic Car Show originally scheduled for October 12, 2024, to new date of Saturday, October 26, 2024, from 7:00 a.m. to 3:00 p.m. This item was approved on August 7, 2024, as to the street closures listed below. Attachment **(Police)**

- Jackson Avenue between Commerce Avenue and 4th Street (alleyway to alleyway)

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

Brief Summary:

Alexis Riojas, Downtown Director with the Harlingen Downtown Office is requesting to close the streets listed below for their annual Jackson Street Classic Car Show on Saturday, October 26, 2024, from 7:00 a.m. to 3:00 p.m. but this event will be running from 10:00 a.m. to 2:00 p.m.

- Jackson Street between Commerce Avenue and 4th Street (alleyway to alleyway)

These closures will allow for placement of show cars and temporary bathrooms and facilitate loading and unloading of vendors at the site and will also help to ensure the safety of the participants and visitors attending this event.

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

Funding (if applicable):

Are funds specifically designated in the current budget for the full amount for this purpose? ☐ Yes ☐ No*
*If no, specify source of funding and amount requested: N/A

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

Staff Recommendation:

Staff recommends approval.

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

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

Comments:

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

Frances Pena - HPD

From: Angela Anderson
Sent: Wednesday, September 4, 2024 9:45 AM
To: Soraida Martinez - HPD; Frances Pena - HPD; Martha J. Soliz - HPD
Cc: Mike Kester - HPD; Benito Bravo - HPD; Charles Fechner - HPD; Hector Leal - HPD; Jose J. Lopez - HPD; Manuel Tovar - HPD; Orlando Gonzales - HPD; Alexis Riojas; Norma L. Gonzalez
Subject: RE: Annual Jackson Street Classic Car Show Steet Closures 2024- October 12- DID

Good Morning Soraida.

The dates for the car show have changed to October 26th. The car show club was concerned about two events coinciding. The street closure time will be from 7AM-2 PM. Please let me know what needs to be done to change the dates and times.

Thank you,

Angie Anderson

Promotion & Events Manager

956 216 4910 EXT 4911

aanderson@harlingentx.gov

www.harlingentx.gov

209 W Jackson Ave | Harlingen TX 78550

DOWNTOWN HARLINGEN

From: Angela Anderson
Sent: Wednesday, July 3, 2024 9:07 AM
To: Soraida Martinez - HPD <soraidam@harlingentx.gov>; Frances Pena - HPD <fpena@harlingentx.gov>; Martha J. Soliz - HPD <msoliz@harlingentx.gov>
Cc: Mike Kester - HPD <mkester@harlingentx.gov>; Benito Bravo - HPD <bbravo@harlingentx.gov>; Charles Fechner - HPD <cfechner@harlingentx.gov>; Hector Leal - HPD <hleal@harlingentx.gov>; Jose J. Lopez - HPD <jjlopez@harlingentx.gov>; Manuel Tovar - HPD <mtovar@harlingentx.gov>; Orlando Gonzales - HPD <ogonzales@harlingentx.gov>; Alexis Riojas <ariojas@harlingentx.gov>; Norma L. Gonzalez <normag@harlingentx.gov>
Subject: Annual Jackson Street Classic Car Show Steet Closures 2024- October 12- DID

Good Morning,

Please see the attached approved street closures that our D.I.D. Board approved on 07.02.2024. If you have any further questions, please feel free to contact the event coordinator Moses Mendoza for the Antique Automobile Club of America, Rio Grande Valley Region at 956-266-0370.

Thank you,

7(c)

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **September 18, 2024**

Agenda Item:

Consideration and possible action to adopt an ordinance on second and final reading for a Special Use Permit to allow an adult business (smoke shop) in a General Retail ("GR") District located at 401 S. 77 Sunshine Strip, Suite E, bearing a legal description of the east 10 feet of Lot 1 and all of Lots 2-6, Windsor Place Subdivision. Applicant: Mohamed Alraishani. Attachment ***(Planning & Development)***

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

Funding (if applicable):

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

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

Staff Recommendation:

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

1. Obtaining and maintaining the proper State and City permits;
2. Maintaining the required parking in accordance with city regulations;
3. Providing video surveillance with a minimum 30-day retention; and,
4. Complying with the requirements administered by Planning and Zoning, Building Inspections, Fire Prevention, Health and Police Departments.

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

Comments:

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

ORDINANCE NO. 24-_____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES (ORDINANCE NO. 16-8) OF THE CITY OF HARLINGEN: TO ISSUE A SPECIAL USE PERMIT (SUP) TO ALLOW AN ADULT BUSINESS (SMOKE SHOP) IN A GENERAL RETAIL ("GR") DISTRICT LOCATED AT 401 S. 77 SUNSHINE STRIP, SUITE E, BEARING A LEGAL DESCRIPTION OF THE EAST 10 FEET OF LOT 1 AND ALL OF LOTS 2-6, BLOCK 3, WINDSOR PLACE SUBDIVSION. APPLICANT: MOHAMED ALRAISHANI

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

BE IT ORDAINED BY THE CITY OF HARLINGEN

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

Special Use Permit (SUP) to allow an adult business (smoke shop) in a General Retail ("GR") District bearing a legal description of the east 10 feet of Lot 1 and all of Lots 2-6, Block 3, Windsor Place Subdivision subject to:

1. Obtaining and maintaining the proper State and City permits;
2. Maintaining the required parking in accordance with city regulations;
3. Providing video surveillance with a minimum 30-day retention; and,
4. Complying with the requirements administered by Planning and Zoning, Building Inspections, Health, Fire Prevention, and Police Departments

A copy of the Zoning Map constituting a part and parcel of the Code of Ordinances, as filed with the Building Inspection Inspector and for the joint use and information of the Planning and Zoning Commission shall, upon final enactment hereof, be and the same is herewith amended and revised to reflect that the above described

property is zoned for land use purposes as above indicated by the boundaries thereof being outlined in pronounced heavy line markings and such heavy line marking boundary enclosure being indicated within by the appropriate initials for that portion herewith zoned for particular land uses; with the Planning and Development Director being herewith instructed and authorized to document such Zoning Map changes and revisions.

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

FINALLY ENACTED this 18th day of September, 2024 at a regular meeting of the Elective Commission of the City of Harlingen, Texas at which a quorum was present and which was held in accordance with TEXAS GOVERNMENT CODE, CHAPTER 551.

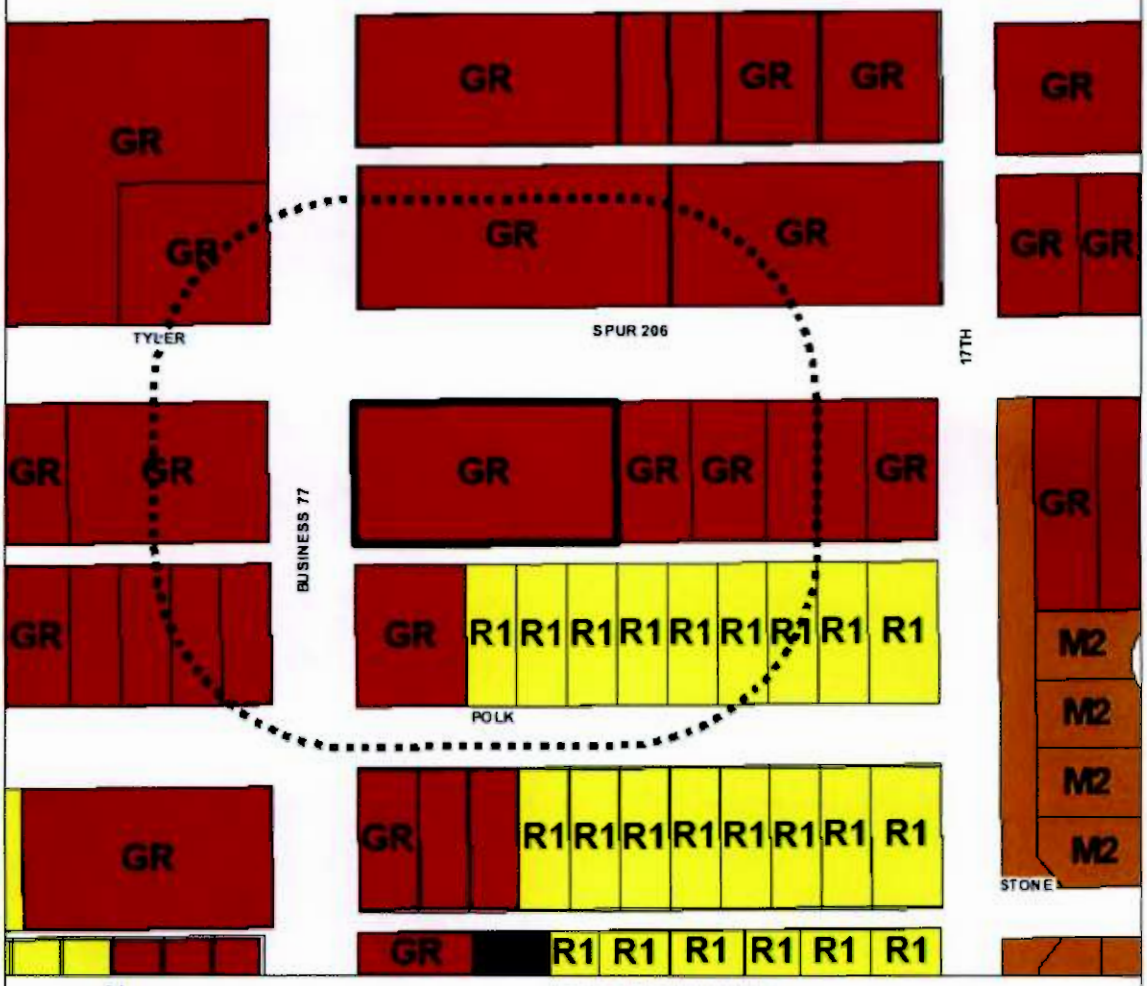
CITY OF HARLINGEN

_____
Norma Sepulveda, Mayor

ATTEST:

_____
Amanda C. Elizondo, City Secretary

Request for a Special Use Permit ("SUP") to allow an adult business (smoke shop) in a General Retail ("GR") District located at 401 S. 77 Sunshine Strip, Suite E, bearing a legal description of the east 10 feet of Lot 1 and all of Lots 2-6, Windsor Place Subdivision. Applicant: Mohamed Alraishani



N

0 50 100

Feet

Boundary lines

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

Zoning Designations

- General Retail (GR)
- Heavy Industry (HI)
- Light Industry (LI)
- 3/4 Plex Residential (M1)
- Multi Family Residential (M2)
- Mobile Home Residential (MH)
- Not-Designated (N)
- Neighborhood Services (NS)
- Office (O)
- Planned Development (PD)
- Single Family Residential (R1)
- 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 08.09.2024

7(d)

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **September 18, 2024**

Agenda Item:

Consideration and possible action to adopt an ordinance on second and final reading for a Special Use Permit to allow an adult business (smoke shop) in a General Retail ("GR") District located at 1601 S. 77 Sunshine Strip, Suite D, bearing a legal description of Lots 22 & 23, Block 11, Arroyo Estates Subdivision. Applicant: Mohamed Alraishani. Attachment ***(Planning & Development)***

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

Funding (if applicable):

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

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

Staff Recommendation:

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

1. Obtaining and maintaining the proper State and City permits;
2. Maintaining the required parking in accordance with city regulations;
3. Providing video surveillance with a minimum 30-day retention; and,
4. Complying with the requirements administered by Planning and Zoning, Building Inspections, Fire Prevention, Health and Police Departments.

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

Comments:

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

ORDINANCE NO. 24-_____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES (ORDINANCE NO. 16-8) OF THE CITY OF HARLINGEN: TO ISSUE A SPECIAL USE PERMIT (SUP) TO ALLOW AN ADULT BUSINESS (SMOKE SHOP) IN A GENERAL RETAIL ("GR") DISTRICT LOCATED AT 1601 S. 77 SUNSHINE STRIP, SUITE D, BEARING A LEGAL DESCRIPTION OF LOTS 22 & 23, BLOCK 11, ARROYO ESTATES SUBDIVISION. APPLICANT: MOHAMED ALRAISHANI

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

BE IT ORDAINED BY THE CITY OF HARLINGEN

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

Special Use Permit (SUP) to allow an adult business (smoke shop) in a General Retail ("GR") District bearing a legal description of Lots 22 & 23, Block 11, Arroyo Estates Subdivision, subject to:

1. Obtaining and maintaining the proper State and City permits;
2. Maintaining the required parking in accordance with city regulations;
3. Providing video surveillance with a minimum 30-day retention; and,
4. Complying with the requirements administered by Planning and Zoning, Building Inspections, Health, Fire Prevention, and Police Departments

A copy of the Zoning Map constituting a part and parcel of the Code of Ordinances, as filed with the Building Inspection Inspector and for the joint use and information of the Planning and Zoning Commission shall, upon final enactment hereof, be and the same is herewith amended and revised to reflect that the above described property is zoned for land use purposes as above indicated by the boundaries thereof

being outlined in pronounced heavy line markings and such heavy line marking boundary enclosure being indicated within by the appropriate initials for that portion herewith zoned for particular land uses; with the Planning and Development Director being herewith instructed and authorized to document such Zoning Map changes and revisions.

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

FINALLY ENACTED this 18th day of September, 2024 at a regular meeting of the Elective Commission of the City of Harlingen, Texas at which a quorum was present and which was held in accordance with TEXAS GOVERNMENT CODE, CHAPTER 551.

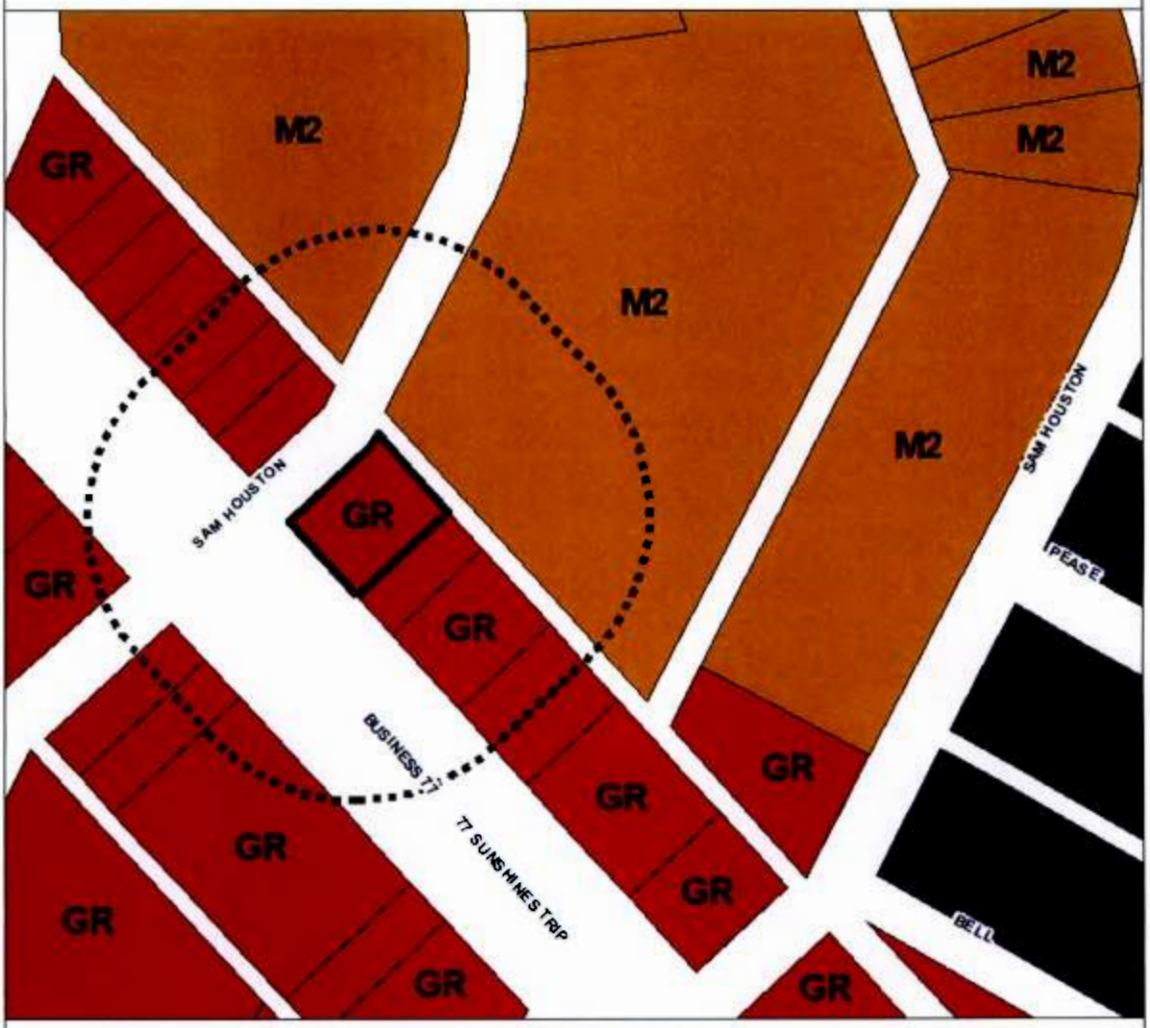
CITY OF HARLINGEN

_____
Norma Sepulveda, Mayor

ATTEST:

_____
Amanda C. Elizondo, City Secretary

Request for a Special Use Permit ("SUP") to allow an adult business (smoke shop) in a General Retail ("GR") District located at 1601 S. 77 Sunshine Strip, Suite D, bearing a legal description of Lots 22 & 23, Block 11, Arroyo Estates Subdivision. Applicant: Mohamed Alraishani



N

0 50 100

Feet

Boundary lines

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

Zoning Designations

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

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7(e)

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **September 18, 2024**

Agenda Item:

Consideration and possible action to adopt an ordinance on second and final reading amending the City of Harlingen Code of Ordinances Chapter 109, Subdivisions, Article V, Standards and Specifications, Section 109-124(F), Sidewalks, by amending the timeframe for the utilization of the sidewalk escrow funds to fill sidewalk gaps in residential developments. Applicant: City of Harlingen. Attachment ***(Planning & Development)***

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

Funding (if applicable):

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

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

Staff Recommendation:

Staff recommends approval.

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

Comments:

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

ORDINANCE NO. 24-_____

AN ORDINANCE AMENDING THE CITY OF HARLINGEN CODE OF ORDINANCES CHAPTER 109, SUBDIVISIONS, ARTICLE V, STANDARDS AND SPECIFICATIONS, SECTION 109-124(F), SIDEWALKS, BY AMENDING THE TIME FRAME FOR THE UTILIZATION OF THE SIDEWALK ESCROW FUNDS TO FILL SIDEWALK GAPS IN RESIDENTIAL DEVELOPMENTS, PROVIDING FOR PUBLICATION AND ORDAINING OTHER MATTERS RELATED TO THE FOREGOING

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 Planning and Zoning Commission has reviewed the proposed subdivision amendment and has recommended approval;

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

WHEREAS, The City Commission of the City of Harlingen desires to amend the subdivision code of ordinances and finds that it is in the best interests of the citizens of Harlingen to amend the subdivision code of ordinances as set forth below;

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

SECTION I: That the City of Harlingen Code of Ordinances, Chapter 109, Subdivisions, Article V, Standards and Specification, Section 109-124, Sidewalks, is hereby amended by adding the language underlined (<u>added</u>) to read in full as follows.

Sec. 109-124. – Standards for Plats within the City Limits

(f) *Sidewalks.* Sidewalks shall be installed at the expense of the developer as follows:

(1) On the subdivision side of all perimeter roads external and adjacent to the subdivision that have no curb and gutter, the developer shall be required to escrow funds for sidewalks <u>except for commercial/industrial subdivisions</u>. <u>In residential subdivisions,</u>

if the perimeter street is already improved with curb and gutters, the developer shall build the perimeter sidewalk prior to subdivision recording.

(2) Sidewalks shall conform to the City of Harlingen Sidewalk Detail and shall be a minimum of five feet in width. The city engineer may direct placement and layout of sidewalks. The developer shall pay the full cost to adjust utilities including manholes, and valve boxes where proposed sidewalks conflict with existing utilities.

(3) All sidewalks shall comply with the city's most recent ADA Transition Plan and the most recent version of the Texas Accessibility Standards.

(4) Sidewalks for residential subdivisions fronting a perimeter street shall be installed at the developer's expense at the time the curb and gutter is installed and may be contiguous with the curb and gutter; provided, however that they shall be installed with due consideration being given to existing trees and shrubbery or proposed mailboxes which may require installation away from the curb but within the city right-of-way for a short distance in order to prevent the removal of such features. For all subdivisions lots fronting an internal or local street, sidewalks shall be provided along the street front of lots and along the street side of corner lots at the time building improvements on the lot are constructed. A note on the plat to this effect shall be required prior to subdivision recording. For commercial, industrial and multifamily subdivisions, a plat note stating that sidewalks will be required during the building permit shall be sufficient and no escrows will be required.

(5) All sidewalks to be installed shall connect with any existing sidewalks adjacent to or a part of the subdivision. Where applicable and practical a five-foot transition shall be applied to sidewalks of varying width.

(6) All subdivisions shall have curb ramps at the street intersections installed at the expense of the developer prior to the recording of the subdivision for people with disabilities in accordance with all Texas Accessibility Standards and Federal ADA requirements. The ADA curb ramps must be approved by the engineering department prior to subdivision recording.

(7) In a residential subdivision for the lots fronting an internal/local street, the developer shall pay a sidewalk assessment for the sidewalk fronting the lots in the amount of 15 percent of the total cost estimate in the subdivision as calculated in Section 109-191. These funds shall be used by the city to fill sidewalk gaps, if necessary, after an approximate five ~~ten~~ year period or earlier following the subdivision recording. Guidelines must be developed and adopted for the proper management of the escrows. If the sidewalks are constructed and there are no gaps within the

subdivision the developer shall be entitled to be returned the escrowed funds.

(8) All sidewalks installed shall meet the specifications as set forth in the sidewalk ordinance of Chapter 40. (Additional sidewalks not required by this article may be required by Chapter 40 in commercial areas.)

(9) ~~Sidewalks for residential streets shall be placed so that they are at a minimum three feet from the street curb, in line with existing sidewalks in the area, or as directed by the planning and development department or city engineer~~. If the internal residential street has fifty (50) feet of right-of-way, the sidewalk shall be constructed against the street curb. If the internal street has sixty (60) feet of right-of-way, the subdivision developer shall have the option to build the internal sidewalks against the curb or to have a separation from the curb of no more than three (3) feet.

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 September, 2024, at a regular meeting of the Elective Commission of the City of Harlingen, Texas at which a quorum was present, and which was held in accordance with TEXAS GOVERNMENT CODE, CHAPTER 551.

CITY OF HARLINGEN

_____
Norma Sepulveda, Mayor

ATTEST:

_____
Amanda C. Elizondo, City Secretary

7(f)

City of Harlingen

Agenda Item Request Form

We, hereby request the following item to be added to the September 18, 2024, City Commission Agenda:

Consideration and possible action to approve an ordinance on second and final reading, amending Chapter 18, Master Fee Schedule of the Harlingen Code of Ordinances, to allow for the retroactive waiving of adoption fees for National Dog Day (August 26, 2024) and to establish an annual occurrence of waiving adoption fees at the Harlingen Animal Shelter on National Dog Day, National Pet Day, National Cat Day, and National Adopt a Shelter Pet Day.

Rene Perez, Mayor Pro-Tem Dist 6

Daniel N. Lopez, Commissioner Dist. 2

ORDINANCE NO. 2024-___

An Ordinance of the City of Harlingen amending Chapter 18, Master Fee Schedule, to allow for the retroactive waiving of adoption fees for National Dog Day (August 26, 2024) and to establish an annual occurrence of waiving adoption fees at the Harlingen Animal Shelter on National Dog Day, National Pet Day, National Cat Day, and National Adopt a Shelter Pet Day.

WHEREAS, the City of Harlingen finds it in the best interest of the citizens of Harlingen, Texas to encourage the adoption of domestic animals from the Harlingen Animal Shelter and;

WHEREAS, the Elected Commission of the City of Harlingen finds that it is in the best interest of the Public to amend Chapter 18 – " Animals" of the Code of Ordinances to allow for the retroactive waiving of adoption fees for National Dog Day (August 26, 2024) and to establish an annual occurrence of waiving adoption fees at the Harlingen Animal Shelter on National Dog Day, National Pet Day, National Cat Day, and National Adopt a Shelter Pet Day.

BE IT ORDAINED BY THE CITY OF HARLINGEN;

That the Master Fee Schedule at Chapter 18 of the Harlingen Code of Ordinances be amended to provide as follows:

Chapter 8 , Section 6

a) That adoption fees charged by the City at the Harlingen Animal Shelter shall be waived on a yearly basis for adoptions taking place on the following days:

National Dog Day	August 26th
National Cat Day	August 8
National Pet Day	April 11th,
National Adopt a Shelter Pet Day	April 30th

b) That adoption fees charged by the City of Harlingen Animal Shelter for National Dog Day, August 26th, 2024 be retroactively waived.

CONSIDERED AND ADOPTED this 4th day of September 2024, at a regular meeting of the Elective Commission of the City of Harlingen, Texas, at which a quorum was present, and which was held in accordance with **TEXAS GOVERNMENT CODE, CHAPTER 551**.

CITY OF HARLINGEN:

_____

Norma Sepulveda, Mayor

ATTEST:

_____

Amanda C. Elizondo, City Secretary

7(9)

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **September 18, 2024**

Agenda Item:

Consideration and possible action to approve a request from the Harlingen Housing Authority to close the entrance at 1400 W. Pierce Avenue at the Los Vecinos Apartments (702 South "M" Street) on Thursday, October 24, 2024, from 1:00 p.m. to 7:00 p.m. for their Community Fall Festival. Attachment (**Police**)

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

Brief Summary:

Hilda Benavides, Chief Executive Officer of the Harlingen Housing Authority is requesting to close the entrance at 1400 W. Pierce Avenue at the Los Vecinos Apartments (702 South "M" Street) on Thursday, October 24, 2024, from 1:00 p.m. to 7:00 p.m. for their Community Fall Festival

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

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

Funding (if applicable):

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

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

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

Staff Recommendation:

Staff recommends approval.

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

City Manager's approval: GG ✓ 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:** 9/9/24

FROM: Raul L. Flores Jr. #3170

RE: Street Closure Request for Housing Authority Community Fall Festival

Requestor: Raul L. Flores Jr. / Harlingen Police District Representative
Event Date: Thursday, October 24, 2024
Time: 1:00 P.M. – 7:00 P.M.
Location: Entrance of 1400 W Pierce Ave. at the Los Vecinos Apartments, 702 S. M St.

Description: The Harlingen Housing Authority is planning a Community Fall Festival on Thursday, October 24, 2024. The Fall Festival will be at Los Vecinos, 702 South M. Street, Harlingen, Texas from 4:00 p.m. to 7:00 p.m. In case of bad weather, our weather make-up date will be October 31, 2024.

If approved, barricades are to be delivered by the City of Harlingen Streets Department prior to 4:00 P.M. on Thursday, October, 24, 2024 and removed from the roadway at 7:00 P.M. on Thursday, October, 24, 2024. A copy of the map is attached to this IDC.

To insure the safety of all the participants, we are requesting the closure of the following streets for the duration of the event on Thursday:

- Close the Entrance o1400 W. Pierce Avenue, at the Los Vecinos Apartments (702 South M. Street) between the hours of 1:00pm and 7:00pm.

	SIGNATURE	ID#	DATE
OFFICER / EMPLOYEE		3170	9/9/2024
SERGEANT / SUPERVISOR		3464	9/9/24
COMMANDER / MANAGER		3019	9-9-24
DEPUTY CHIEF			
ASSISTANT CHIEF		3915	9-10-24
CHIEF OF POLICE		2084	9-10-24

HOUSING AUTHORITY OF THE CITY OF HARLINGEN

HUD Recognized "High Performer"
Established 1949

Commissioners:
Carlos "Charlie" Perez, Chair
Irma Sanchez Peña, Vice-Chair
Carlos Muñiz
Bettina Elliott
Maria Ines Borjas

Counselor
Law Office of
Alan T. Ozuna

Chief Executive Officer
Hilda Benavides

August 30, 2024

Amanda Elizondo
City of Harlingen
Harlingen, TX 78550

Re: Community Fall Festival

Dear Ms. Elizondo,

The Harlingen Housing Authority is planning a Community Fall Festival on Thursday, October 24, 2024. The Fall Festival will be at Los Vecinos, 702 South M. Street, Harlingen, Texas from 4:00 p.m. to 7:00 p.m. In case of bad weather, our weather make-up date will be October 31, 2024.

We are asking to close the entrance of 1400 W. Pierce Avenue, at the Los Vecinos Apartments (702 South M. Street) between the hours of 1:00pm and 7:00pm.

If you have any questions, please call me at (956) 423-2521 ext. 110.

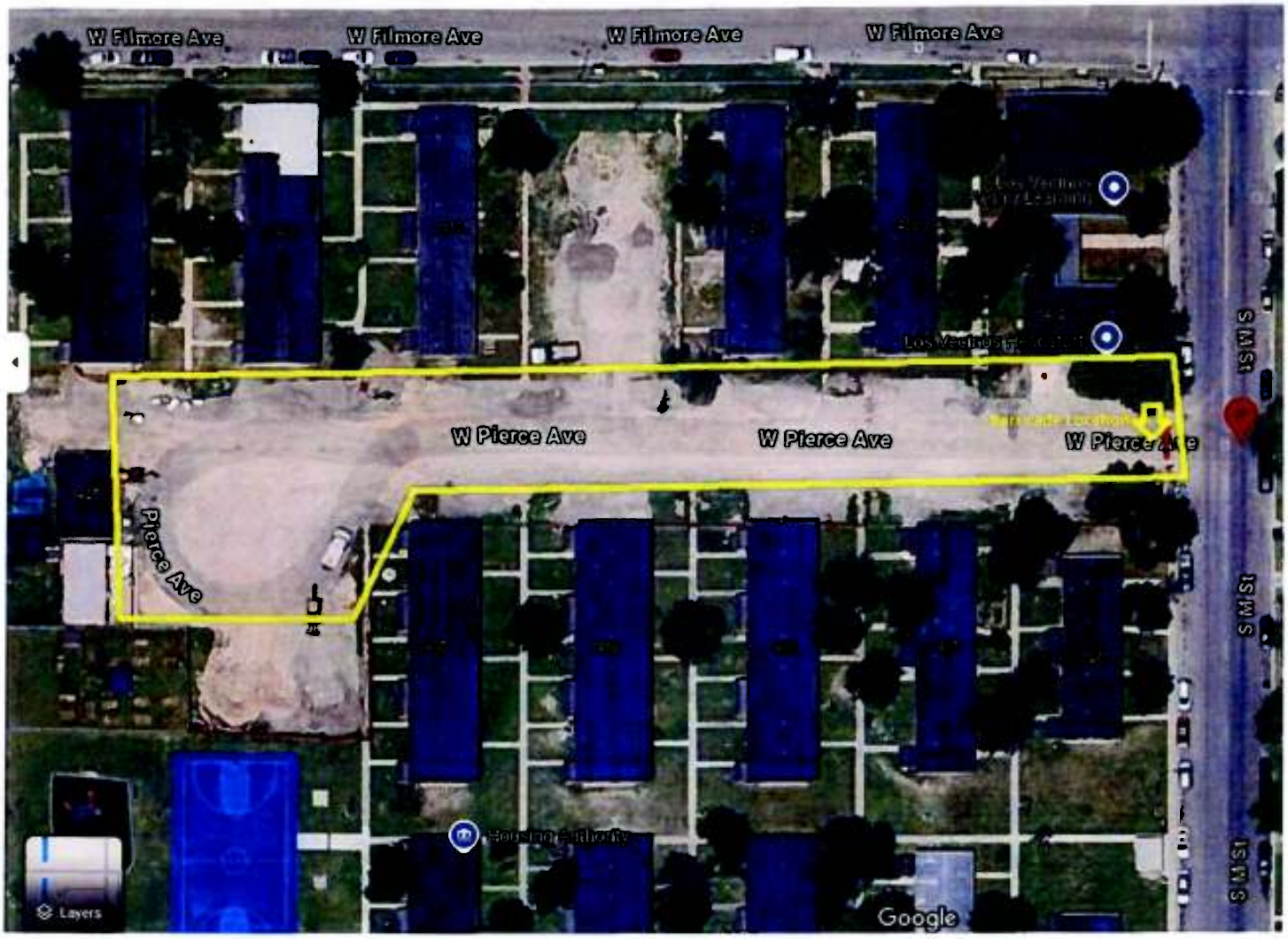
Sincerely,

Hilda Benavides

Hilda Benavides
Chief Executive Officer

Office: (956) 423-2521 ext. #110
E-mail: hbenavides@harlingen-ha.com
avalle@harlingen-ha.com
nserino@harlingen-ha.com
mprieto@harlingen-ha.com

Disclaimer: Donations or services are not tax deductible.


W Filmore Ave
W Filmore Ave
W Filmore Ave
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W Pierce Ave
W Pierce Ave
W Pierce Ave
Pierce Ave
S M St
S M St
S M St
Google
Layers

Frances Pena - HPD

From: Eduardo Alvarez - HFD
Sent: Tuesday, September 10, 2024 6:31 PM
To: Frances Pena - HPD; Rafael Balderas - HFD; Ruben Balboa - HFD; Donna Henderson - HFD
Subject: Re: STREET CLOSURE REQUESTS

HFD has no issues with these closures

Thanks
E. Alvarez

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From: Frances Pena - HPD <fpena@harlingentx.gov>
Sent: Tuesday, September 10, 2024 4:04:10 PM
To: Eduardo Alvarez - HFD <ealvarez@harlingentx.gov>; Rafael Balderas - HFD <rbalderas@harlingentx.gov>; Ruben Balboa - HFD <rbalboa@harlingentx.gov>; Donna Henderson - HFD <dhenderson@harlingentx.gov>
Subject: STREET CLOSURE REQUESTS

Good Afternoon Asst. Fire Chief Alvarez:

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

1. HARLINGEN HOUSING AUTHORITY COMMUNITY FALLL FESTIVAL
2. 4TH ANNUAL DOWNTOWN TRUNK AND TREAT
3. 4TH ANNUAL TRAIL OF TREATS

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

Thank you!

Frances Pena
Exe. Admin. Asst.
Office of the Chief of Police Michael Kester
HARLINGEN POLICE DEPT.
1018 Fair Park Blvd.
Harlingen, TX 78550
(956) 216-5403 office
(956) 216-5407 fax
email: fpena@harlingentx.gov

7(h)

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **September 18, 2024**

Agenda Item:

Consideration and possible action to approve a request from the City's Downtown District to close the streets listed below from 4:00 p.m. to 11:00 p.m. for their 4th Annual Trunk and Treat event on Saturday, October 26, 2024. Attachment (**Police**).

- Eastside intersections of Jackson Avenue and "E" Street
- Southside intersection of the 100 Block of North "D" Street and alleyway
- Northside intersection of the 100 Block of South "D" Street and alleyway
- Southside intersection of the 100 Block of North "C" Street and alleyway
- Northside intersection of the 100 Block of South "C" Street and alleyway
- Westside intersection of Jackson Avenue and West Street

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

Brief Summary:

Angie Anderson, Promotion and Events Manager, is requesting to close the streets listed below on Saturday, October 26, 2024, from 4:00 p.m. to 11:00 p.m. for their Trunk and Treat event running from 5:00 p.m. to 10:00 p.m.

- Eastside intersections of Jackson Avenue and "E" Street
- Southside intersection of the 100 Block of North "D" Street and alleyway
- Northside intersection of the 100 Block of South "D" Street and alleyway
- Southside intersection of the 100 Block of North "C" Street and alleyway
- Northside intersection of the 100 Block of South "C" Street and alleyway
- Westside intersection of Jackson Avenue and West Street

The streets closures will also help and assist to ensure the safety of the visitors attending this event. These temporary closures should not affect traffic flow in the general area.
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 for this purpose? ☐ Yes ☐ No*
*If no, specify source of funding and amount requested: N/A
Finance Director's approval: ☐ Yes ☐ No ☐ N/A

Staff Recommendation:

Staff recommends approval.
For Street Closures ONLY, Fire Chief's approval: [X] Yes ☐ No ☐ N/A

City Manager's approval: GG ✓ 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: 9/10/24**

FROM: District Representative Benito Bravo #3412

RE: Street Closure for the 4th Annual Downtown Trunk and Treat

Requestor: Angie Anderson / Downtown Promotion & Events Manager
Event Date: October 26, 2024
Time: 5:00 pm to 10:00 pm
Location: 400 West Jackson Avenue, Harlingen, Texas

Ms. Anderson is requesting a street closure on behalf of the Harlingen Downtown Board for their 4th Annual Trunk and Treat event. The event will feature a costume contest, a car show, vendors and music. The street closure being requested is from 4:00 pm to 11:00 pm on October 26, 2024. The closing of the streets will ensure the safety of the public and participants of the event.

If approved, barricades are to be delivered by the City of Harlingen Streets Department prior to 4:00 pm on Friday, October 25, 2024 and removed from the roadway on October 26, 2024 at 11:00 pm. A copy of the map is attached to this IDC.

- Close the east side intersections of Jackson Ave. and E Street.
- Close the south side intersection of the 100 block of North D Street and alleyway.
- Close the north side intersection of the 100 block of South D Street and alleyway.
- Close the south side intersection of the 100 block of North C Street and alleyway.
- Close the north side intersection of the 100 block of South C Street and alleyway.
- Close the west side intersection of Jackson Ave. and West Street.

	SIGNATURE	ID#	DATE
OFFICER / EMPLOYEE		3412	09/10/2024
SERGEANT / SUPERVISOR		3464	9/10/24
COMMANDER / MANAGER		3019	9-10-24
DEPUTY CHIEF			
ASSISTANT CHIEF		2925	9-10-24
CHIEF OF POLICE		2088	9-10-24

4TH ANNUAL DOWNTOWN TRUNK AND TREAT

Barricade

Benito Bravo - HPD

From:	Angela Anderson
Sent:	Wednesday, September 4, 2024 10:09 AM
To:	Soraida Martinez - HPD; Frances Pena - HPD; Martha J. Soliz - HPD
Cc:	Mike Kester - HPD; Benito Bravo - HPD; Charles Fechner - HPD; Hector Leal - HPD; Jose J. Lopez - HPD; Manuel Tovar - HPD; Orlando Gonzales - HPD; Alexis Riojas; Norma L. Gonzalez
Subject:	Street Closure Map-DID-Trunk o Treat- 10.26.24
Attachments:	Street Closure Map_DID_Trunk-O-Treat_10.26.24.pdf

Good Morning.

Please see the attached street closures that our D.I.D Board approved on 09.03.2024 for the 4th Annual Trunk and Treat event.

Thank you,

Angie Anderson

Promotion & Events Manager

956 216 4910 EXT 4911

aanderson@harlingentx.gov

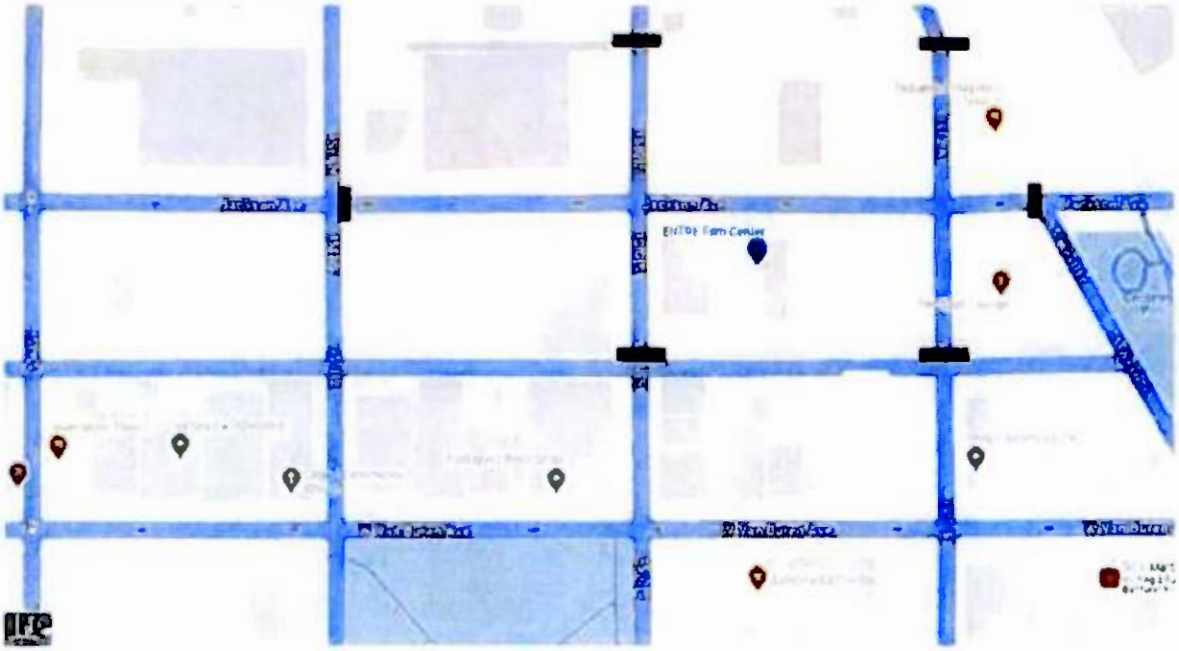
www.harlingentx.gov

209 W. Jackson Ave. | Harlingen, TX 78550

Approved on
9/3/24 AR

Indicate Area to be Blocked Off
Restrooms will be located in businesses
Luna / The Spot / Nameless Faces
& Restaurant located below LUNA
Costume Contest / Car Show / Vendors / Music

4th Annual Trunk and Treat 5pm - 10pm
October 26th



Frances Pena - HPD

From: Eduardo Alvarez - HFD
Sent: Tuesday, September 10, 2024 6:31 PM
To: Frances Pena - HPD; Rafael Balderas - HFD; Ruben Balboa - HFD; Donna Henderson - HFD
Subject: Re: STREET CLOSURE REQUESTS

HFD has no issues with these closures

Thanks
E. Alvarez

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From: Frances Pena - HPD <fpena@harlingentx.gov>
Sent: Tuesday, September 10, 2024 4:04:10 PM
To: Eduardo Alvarez - HFD <ealvarez@harlingentx.gov>; Rafael Balderas - HFD <rbalderas@harlingentx.gov>; Ruben Balboa - HFD <rbalboa@harlingentx.gov>; Donna Henderson - HFD <dhenderson@harlingentx.gov>
Subject: STREET CLOSURE REQUESTS

Good Afternoon Asst. Fire Chief Alvarez:

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

1. HARLINGEN HOUSING AUTHORITY COMMUNITY FALLL FESTIVAL

2. 4TH ANNUAL DOWNTOWN TRUNK AND TREAT

3. 4TH ANNUAL TRAIL OF TREATS

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

Thank you!

Frances Pena
Exe. Admin. Asst.
Office of the Chief of Police Michael Kester
HARLINGEN POLICE DEPT.
1018 Fair Park Blvd.
Harlingen, TX 78550
(956) 216-5403 office
(956) 216-5407 fax
email: fpena@harlingentx.gov

7(i)

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **September 18, 2024**

Agenda Item:

Consideration and possible action to approve a request from the City's Parks & Recreations Supervisor to close the streets listed below on Thursday, October 31, 2024, from 4:00 p.m. to 9:00 p.m. for the City's 4th Annual Trail of Treats event. Attachment (**Police**)

- North "L" Street and Fair Park Boulevard
- North "J" Street and Fair Park Boulevard

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

Brief Summary:

Christina Mendiola, Recreation Supervisor for the City's Parks & Recreation Department, is requesting to close the following streets on Thursday, October 31, 2024, from 4:00 p.m. to 9:00 p.m. for the City's Annual Trail of Treats event:

- North "L" Street and Fair Park Boulevard
- North "J" Street and Fair Park Boulevard

These street closures will help and assist 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 for this purpose? ☐ Yes ☐ No*
*If no, specify source of funding and amount requested: N/A

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

Staff Recommendation:

Staff recommends approval.

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

City Manager's approval: GG ✓ 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: 9/9/24**

FROM: District Representative Jose J. Lopez #4950

RE: 4th Annual Trail of Treats

Requestor: Christina Mendiola, Recreation Supervisor
Event Date: Thursday October 31, 2024
Event Time: 4:00pm – 9:00 pm
Location: Lon C. Hill Park, 1217 Fair Park Blvd

Description:
City of Harlingen Parks and Recreation is hosting their 4th Annual Trail of Treats event on Thursday October 31, 2024. The event will be held at Lon C. Hill Park located at 1217 Fair Park Blvd, Harlingen TX. The event will have Food, Treats, Live Music, Haunted House, and Carnival Rides. Parks and Recreation is requesting Fair Park Blvd be barricaded from N. L St N. J St. starting at 4:00 pm to 9:00 pm. The street closure is to ensure the safety of all participants in the event since many families will be attending and be on foot walking around from booth to booth.

Barricades are needed at the following locations:

- N. L St and Fair Park Blvd
- N. J St and Fair Park Blvd

If approved, barricades are to be delivered on Wednesday October 30, 2024 prior to 4:00pm. A copy of the map is attached.

	SIGNATURE	ID#	DATE
OFFICER / EMPLOYEE		4950	9/9/24
SERGEANT / SUPERVISOR		3464	9/9/24
COMMANDER / MANAGER		5019	9-9-24
DEPUTY CHIEF			
ASSISTANT CHIEF		7925	9-10-24
CHIEF OF POLICE		2081	9-10-24

4th Annual Trails of Treats

Key intersections that require assistance from Harlingen Police Department:

Intersections:	**Time:**
Fair Park Blvd. between N. L St. & N. J St.	4pm-9pm

Contacts: Christina Mendiola, Recreation Supervisor

(956) 245-1222 or (956) 216-5950

Barricades for 4th Annual Trail of Treats October 31, 2024, 4pm-9pm

4th Annual

TRAIL OF TREATS

See you there, if you dare...

Food ~ Treats
Live Music ~ Haunted House
Carnival Rides

Thursday, October 31

6:00 PM - 9:00 PM

Lon C. Hill Park

1217 Fair Park Blvd.

Raising Cane's

Harlingen Parks and Recreation

Christina Mendiola
Recreation Supervisor
(956) 245-1222

Frances Pena - HPD

From: Eduardo Alvarez - HFD
Sent: Tuesday, September 10, 2024 6:31 PM
To: Frances Pena - HPD; Rafael Balderas - HFD; Ruben Balboa - HFD; Donna Henderson - HFD
Subject: Re: STREET CLOSURE REQUESTS

HFD has no issues with these closures

Thanks
E. Alvarez

Get Outlook for iOS

From: Frances Pena - HPD <fpena@harlingentx.gov>
Sent: Tuesday, September 10, 2024 4:04:10 PM
To: Eduardo Alvarez - HFD <ealvarez@harlingentx.gov>; Rafael Balderas - HFD <rbalderas@harlingentx.gov>; Ruben Balboa - HFD <rbalboa@harlingentx.gov>; Donna Henderson - HFD <dhenderson@harlingentx.gov>
Subject: STREET CLOSURE REQUESTS

Good Afternoon Asst. Fire Chief Alvarez:

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

1. HARLINGEN HOUSING AUTHORITY COMMUNITY FALLL FESTIVAL

2. 4TH ANNUAL DOWNTOWN TRUNK AND TREAT

3. 4TH ANNUAL TRAIL OF TREATS

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

Thank you!

Frances Pena
Exe. Admin. Asst.
Office of the Chief of Police Michael Kester
HARLINGEN POLICE DEPT.
1018 Fair Park Blvd.
Harlingen, TX 78550
(956) 216-5403 office
(956) 216-5407 fax
email: fpena@harlingentx.gov

AGENDA ITEM
EXECUTIVE SUMMARY

7(j)

Meeting Date: **September 18, 2024**

Agenda Item:

Consideration and possible action to approve a grant in the amount of $50,000.00 to Loaves and Fishes to assist with financial expenses incurred from assistance provided to immigrants in Harlingen. Attachment (City Manager)

Prepared By: Gabriel Gonzalez
Title: City Manager
Signature: Gabriel Gonzalez

Brief Summary:

Loaves and Fishes has been participating in a collaborative meeting with several valley cities that are expecting an influx of immigrants into the United States. In anticipation of having a surge in this population group, the City would like to provide $50,000.00 to Loaves and Fishes to assist with housing, and transportation.

Funding (if applicable):

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

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

Staff Recommendation:

Staff recommends approval.

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

Comments:

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

STATE OF TEXAS }
}
COUNTY OF CAMERON }

PUBLIC SERVICES CONTRACT

This Agreement made and entered into on this the 18 day of **September**, 2024, by and between the City of Harlingen, a political subdivision of the State of Texas, hereinafter referred to as **"CITY"**, and the **Loaves & Fishes of the Rio Grande Valley, Inc.,** hereinafter referred to as **"L&F"** is for the provision of assistance to immigrants in Harlingen from City of Harlingen Funds in the amount of **Fifty Thousand Dollars ($50,000)**.

WITNESSETH

WHEREAS, **L&F** desires to carry out eligible activities as described in the attached **Exhibit A** "Statement of Work", of this Agreement.

WHEREAS, the **CITY** proposes to contract with **L&F** in order that the eligible activities described in **Exhibit A** can be carried out for the benefit of residents in the CITY's jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the **CITY** and the **L&F** do mutually agree as follows:

SECTION I
Statement of Work

L&F agrees to perform services as outlined in **Exhibit A** "Statement of Work" for and in consideration up to payment in the amount of **Fifty Thousand Dollars ($50,000.00).**

CITY shall not be liable for costs incurred or performances rendered by **L&F** before commencement of this Agreement or after termination of this Agreement.

SECTION II
Payment Requests

L&F agrees to follow administrative directions from the **CITY** regarding documenting and processing payment requests.

SECTION III
Religious Activities

L&F and **CITY** both agree that none of the funds expended or activities undertaken under this Agreement shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities.

SECTION IV
Audit Requirements

L&F agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations.

L&F agrees to furnish **CITY** a Financial Management letter covering the period of this Agreement that includes detailed receipts and disbursement of payments to **L&F** hereunder. However, if **L&F** obtains an audit as per OMB Circular A-133, **L&F** shall submit said audit to **CITY.** Further, **L&F** agrees to cooperate with **CITY** relating to any inquiries regarding the audit. Audit shall be available to **CITY** staff.

SECTION V
Suspension and Termination

L&F understands that this Agreement may be suspended or terminated, if **L&F** materially fails to comply with the provisions of this Agreement or the provisions so listed in **Exhibit A.**

If **L&F** fails to fulfill in a timely and proper manner its obligations under this Agreement, or **L&F** violates any of the Agreements or stipulations of this Agreement, then the **CITY** shall provide **L&F** written notification of such non-performance. Such non-performance may be the basis for immediate termination of this Agreement. Should any breach of contract (Agreement) relate to a violation of federal law or regulation that results from **L&F** or its successor, the **CITY** will terminate Agreement and seek reimbursement of all funds from **L&F**. **L&F** shall not be relieved of the liability to the **CITY** for damages sustained by the **CITY** by virtue of any breach of this contract (Agreement) by **L&F** and **CITY** may withhold any payments to **L&F** for violations of federal regulations. Should the **CITY** become aware of any activity by **L&F,** which would jeopardize public accountability of funds, then the **CITY** may take appropriate action including injunctive relief against **L&F** to prevent the transaction as aforesaid. The failure of the **CITY** to exercise any right shall in no way constitute a waiver by the **CITY** to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except in writing upon the joint action of both the **CITY** and **L&F.**

SECTION VII

Assets

L&F shall not purchase any asset with funding provided under this agreement unless so permitted by the **CITY** and such procurement shall be done in the form and manner so prescribed by the **CITY**. Any assets purchased must first be approved by the **CITY's Finance Director** and may only be used for the implementation of this program.

SECTION VIII
Indemnity Clause

L&F agrees to hold **CITY** harmless from, and indemnify **CITY** from and defend **CITY** against any and all claims brought against **CITY** by employees or officers of **L&F** or brought by any third person arising in any manner directly or indirectly from **L&F** programs, activities or events conducted pursuant to this Agreement.

SECTION IIX
Procurement

L&F agrees to follow the rules of the **CITY** on the procurement of services, supplies or non-real property in relation to **CITY**-funded projects. The legal standards that will apply include the Procurement Standards of the City of Harlingen. In such case as **L&F** has developed procurement standards governing its operation, such standards shall be reviewed by **CITY** to ensure compliance with the standards implemented by **CITY.**

SECTION IX
Conflict of Interest

L&F covenants that neither members of its organization or staff members who exercise influence on the decision-making process presently have or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed in **Exhibit A.**

L&F agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **L&F**'s organization or the **CITY**'s organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Exhibit A during their tenure.

L&F is responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

No **CITY** employee, elected official, consultant and/or agent shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described on **Exhibit A**.

SECTION X
Legal Action and Venue

L&F agrees to notify the **CITY** when a problem arises that may lead to legal action or claim against the **L&F**. The **L&F** agrees to furnish to the **CITY** any information with respect to such action or claim. The **L&F** agrees not to take any action with respect to any legal action or claim sought against the **L&F** without the advice and consent of the **CITY**.

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in Cameron County, Texas.

SECTION XI
Miscellaneous Provisions

Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

Entire Agreement. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by **CITY** and **L&F**, and not otherwise.

Federal and Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Cameron County, Texas. The parties hereby consent to personal jurisdiction in Cameron County, Texas.

Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by electronic mail, or (iii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or (iv) sent by facsimile or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to **CITY**:

City of Harlingen
Finance Department
118 E. Tyler
Harlingen, Texas 78550
Email rrodriguez@myharlingen.us
Phone # (956) 216-5050
Fax # (956) 216-5058

If to **L&F**:

Loaves & Fishes of the Rio Grande
Valley, Inc.
514 South E Street
Harlingen, Texas 78550
execdir@lfrgv.org
Phone # (956) 423-1014
Fax # (956) 423-3051

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

Assignment. This Agreement shall not be assignable by **L&F**. **CITY** may assign this Agreement without the consent of **L&F**.

Authority to Execute. The execution and performance of this Agreement by **CITY** and **L&F** have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of **CITY** and **L&F** in accordance with its terms.

SECTION XII
Effective Date

The effective date of this agreement shall be the **1st day of October, 2024** and shall terminate on the **30th day of September, 2025.**

Approved and signed this _____ day of **September**, 2024.

_____

_____
Victor Rivera, Executive Director

L&F Firm Name: Loaves & Fishes of the Rio Grande Valley, Inc.
Address: 514 South E Street
City/State/Zip: Harlingen, Texas 78550
Fed. I.D. # or Soc. Sec. #: 74-2589451
DUNS # 80-1182981

STATE OF TEXAS §
§
COUNTY OF CAMERON §

Victor Rivera, Executive Director, personally appeared before me and declared that he/she signed this agreement in the capacity designated, if any, and further states that, he/she has read the above agreement, and the statements therein contained are true.

Subscribed and sworn to before me this _____ day of **September**, 2024.

_____

Notary - Signature

CITY OF HARLINGEN

_____ _____
Witness: **Norma Sepulveda, Mayor**

EXHIBIT A
STATEMENT OF WORK

1) Mission and Goals:

The goal of Loaves & Fishes of the Rio Grande Valley is to implement the eligible activities outlined below that have been funded from the City of Harlingen. The program will assist immigrants that have been released into the community by Customs and Border Protection (CBP), Immigration and Customs Enforcement (ICE), or other federal or state agency. The program will assist L&F with transportation, lodging and shelter space at the facility or other form of temporary housing. Only eligible expenses incurred "between" October 1st, 2024 through September 30, 2025 are eligible for consideration under the program.

7(K)

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **September 18, 2024**

Agenda Item:

Consideration and possible action to approve an Agreement with Loaves and Fishes to provide meals for the homeless and needy through their kitchen and food pantry. Attachment ***(City Manager)***

Prepared By (Print Name): Gabriel Gonzalez
Title: City Manager
Signature: Gabriel Gonzalez

Brief Summary:

The City awarded Loaves and Fishes $75,000 to provide meals to the homeless and needy. This will be done through their main kitchen located at their shelter. This amount has been budgeted and approved by the City Commission. The funds will be used to provide meals.

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

STATE OF TEXAS }
}
COUNTY OF CAMERON }

PUBLIC SERVICES CONTRACT

This Agreement made and entered into on this the __18th__ day of **September**, 2024, by and between the City of Harlingen, a political subdivision of the State of Texas, hereinafter referred to as **"CITY"**, and the **Loaves & Fishes of the Rio Grande Valley, Inc. ,** hereinafter referred to as **"L&F".**

WITNESSETH

WHEREAS, **L&F** desires to carry out eligible activities as described in the attached **Exhibit A** "Statement of Work", of this Agreement.

WHEREAS, the **CITY** proposes to contract with **L&F** in order that the eligible activities described in **Exhibit A** can be carried out for the benefit of residents in the CITY's jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the **CITY** and the **L&F** do mutually agree as follows:

SECTION I
Rules and Regulations

L&F agrees to cooperate with the **CITY** in respect to the implementation of Homeless Prevention activities to be carried out by **L&F.**

SECTION II
Statement of Work

L&F agrees to perform services as outlined in **Exhibit A** "Statement of Work" for and in consideration of payment in the amount of **Seventy Five Thousand Dollars ($75,000.00)**, and as delineated in **Exhibit B-1** "Grant Budget" and **B-2** "Payment Schedule".

L&F agrees to notify **CITY**, in writing, of any changes in its Statement of Work, Project Budget and Payment Schedule. L&F shall obtain approval, in writing, from CITY prior to commencing work on any changes made to the Statement of Work, Project Budget and Payment Schedule.

CITY shall not be liable for costs incurred or performances rendered by **L&F** before commencement of this Agreement or after termination of this Agreement.

L&F agrees to follow the schedule outlined in **Exhibit C** "Project Time Table" of this Agreement, and shall notify **CITY**, in writing, of any changes, delays or departures from the schedule. If **L&F** demonstrates that delays or departure from the schedule is due to circumstances beyond its control, **CITY** and **L&F** may amend such Project Time Table.

SECTION III
Records and Reports

L&F agrees to establish and maintain records and reports as outlined in **Exhibit D** "Records and Reports" and agrees to make those records and reports available to the **CITY**.

SECTION IV
Monitoring Visits

L&F agrees that **CITY** may conduct on-site monitoring visits to assure compliance with applicable local requirements and that performance goals are being achieved. After each monitoring visit, **CITY** shall provide **L&F** with a written report of any monitor's findings. If the monitoring reports note deficiencies in **L&F's** performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **L&F**. Failure by **L&F** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section IX of this Agreement. In addition, **L&F** shall give the **CITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by **L&F** pertaining to this Agreement.

SECTION V
Payment Requests

L&F agrees to follow administrative directions from the **CITY** regarding documenting and processing payment requests as defined in **Exhibit E** "Requests for Payments" of this Agreement.

L&F shall submit final reimbursement request to **CITY** within fifteen (15) days of the Agreement end date.

L&F agrees to comply with the RECORDS & REPORTS as outlined in **Exhibit D.**

L&F and **CITY** agree that all unused funds will be returned to **CITY** at the end or termination of this agreement for either reallocation or to be reprogrammed by **CITY.**

SECTION VI
Religious Activities

L&F and **CITY** both agree that none of the funds expended or activities undertaken under this Agreement shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities.

SECTION VII
Uniform Administrative Requirements

Entities, **except entities that are governmental entities**, shall comply with the requirements and standards of OMB Circular No. A–122, "Cost Principles for Non-profit Organizations", or OMB Circular No. A–21, "Cost Principles for Educational Institutions", as applicable, and OMB Circular A–133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions" (as set forth in 24 CFR part 45). Audits shall be conducted annually. Such L&Fs shall also comply with the provisions of the Uniform Administrative requirements of OMB Circular A–110 (implemented at 24 CFR part 84, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations").

SECTION VIII
Audit Requirements

L&F agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations.

L&F agrees to furnish **CITY** a Financial Management letter covering the period of this Agreement that includes detailed receipts and disbursement of payments to **L&F** hereunder. However, if **L&F** obtains an audit as per OMB Circular A-133, **L&F** shall submit said audit to **CITY.** Further, **L&F** agrees to cooperate with **CITY** relating to any inquires regarding the audit. **L&F** acknowledges that a Financial Audit shall be provided to **CITY** at the expense of the **L&F.** Audit shall be available to **CITY** staff.

SECTION IX
Suspension and Termination

L&F understands that this Agreement may be suspended or terminated, if **L&F** materially fails to comply with the provisions of this Agreement or the provisions so listed in **Exhibits A through E.**

If **L&F** fails to fulfill in a timely and proper manner its obligations under this Agreement, or **L&F** violates any of the Agreements or stipulations of this Agreement, then the **CITY** shall provide **L&F** written notification of such non-performance. Such non-performance may be the basis for immediate termination of this Agreement. Should any breach of contract (Agreement) relate to a violation of federal law or regulation that results from **L&F** or its successor, the **CITY** will terminate Agreement and seek reimbursement of all funds from **L&F**. **L&F** shall not be relieved of the liability to the **CITY** for damages sustained by the **CITY** by virtue of any breach of this contract (Agreement) by **L&F** and **CITY** may withhold any payments to **L&F** for violations of federal regulations. Should the **CITY** become aware of any activity by **L&F,** which would jeopardize public accountability of funds, then the **CITY** may take appropriate action including injunctive relief against **L&F** to prevent the transaction as aforesaid. The failure of the **CITY** to exercise any right shall in no way constitute a waiver by the **CITY** to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except in writing upon the joint action of both the **CITY** and **Loaves & Fishes of the Rio Grande Valley.**

SECTION X
Assets

L&F shall not purchase any asset with funding provided under this agreement unless so permitted by the **CITY** and such procurement shall be done in the form and manner so prescribed by the **CITY**.

SECTION XI
Indemnity Clause

L&F agrees to hold **CITY** harmless from, and indemnify **CITY** from and defend **CITY** against any and all claims brought against **CITY** by employees or officers of **L&F** or brought by any third person arising in any manner directly or indirectly from **L&F** programs, activities or events conducted pursuant to this Agreement.

L&F shall acquire, maintain and furnish to **CITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under the contract agreement with limits of not less than $300,000.00 per occurrence, $300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. Policies must be endorsed to Waive Subrogation Rights, name the City as an "Additional Insured" and the cancellation provisions extended to thirty (30) days in writing. This requirement shall be to meet **L&F'S** duty of indemnification under this paragraph.

SECTION XII
Procurement

L&F agrees to follow the rules of the **CITY** on the procurement of services, supplies or non-real property in relation to **CITY**-funded projects. The legal standards that will apply include the Procurement Standards of the City of Harlingen. In such case as **L&F** has developed procurement standards governing its operation, such standards shall be reviewed by **CITY** to ensure compliance with the standards implemented by **CITY.**

SECTION XIII
Conflict of Interest

L&F covenants that neither members of its organization or staff members who exercise influence on the decision-making process presently have or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed in **Exhibit A.**

L&F agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **L&F**'s organization or the **CITY**'s organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Exhibit A during their tenure.

L&F is responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

No **CITY** employee, elected official, consultant and/or agent shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described on **Exhibit A**.

SECTION XIV
Legal Action and Venue

L&F agrees to notify the **CITY** when a problem arises that may lead to legal action or claim against the **L&F**. The **L&F** agrees to furnish to the **CITY** any information with respect to such action or claim. The **L&F** agrees not to take any action with respect to any legal action or claim sought against the **L&F** without the advice and consent of the **CITY**.

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in Cameron County, Texas.

SECTION XV
Miscellaneous Provisions

Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

No Waiver. No waiver by **CITY** of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

Entire Agreement. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by **CITY** and **L&F**, and not otherwise.

Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Cameron County, Texas. The parties hereby consent to personal jurisdiction in Cameron County, Texas.

Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by electronic mail, or (iii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or (iv) sent by facsimile or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to **CITY**:

City of Harlingen
Finance Department
118 E. Tyler
Harlingen, Texas 78550
Email rrodriguez@myharlingen.us
Phone # (956) 216-5050
Fax # (956) 216-5058

If to **L&F**:

Loaves & Fishes of the Rio Grande Valley, Inc.
514 South E Street
Harlingen, Texas 78550
victor@lfrgv.onmicrosoft.com
Phone # (956) 423-1014
Fax # (956) 423-3051

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

Additional Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

Assignment. This Agreement shall not be assignable by **L&F**. **CITY** may assign this Agreement without the consent of **L&F**.

Headings. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

Authority to Execute. The execution and performance of this Agreement by **CITY** and **L&F** have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of **CITY** and **L&F** in accordance with its terms.

SECTION XVI
Effective Date

The effective date of this agreement shall be the **1st day of October, 2024**, which follows the approved budget by the City Commission, and shall terminate on the **30th day of September, 2025**.

Approved and signed this ___18th___ day of **September**, 2024.

_____
Victor Rivera, Executive Director

L&F Firm Name: Loaves & Fishes of the Rio Grande Valley, Inc.
Address: 514 South E Street
City/State/Zip: Harlingen, Texas 78550
Fed. I.D. # or Soc. Sec. #: 74-2589451
DUNS # 80-1182981

STATE OF TEXAS §
§
COUNTY OF CAMERON §

Victor Rivera, Executive Director, personally appeared before me and declared that he/she signed this agreement in the capacity designated, if any, and further states that, he/she has read the above agreement, and the statements therein contained are true.

Subscribed and sworn to before me this _____ day of **September**, 2024.

_____
Notary - Signature

CITY OF HARLINGEN

_____ _____
Witness: **Norma Sepulveda, Mayor**

EXHIBIT A
STATEMENT OF WORK

1) Mission and Goals:

The goal of Loaves & Fishes of the Rio Grande Valley is to improve the community we live in by restoring broken lives. We do this by providing a wide range of unduplicated support and services to individuals who desire to become self-supporting members of the community. Loaves & Fishes feeds the hungry, provides shelter to those that have lost their home, train those who seek to improve their opportunities for employment. They place into jobs those individuals that desire to rejoin the community as productive members. They give aid and comfort to those experiencing a life altering event that takes away their ability to afford the necessities that make a house a home. Homeless prevention services provided by Loaves & Fishes gives assistance to Harlingen residents by providing rental and utility assistance, medical prescription assistance and other assistance on a case by case basis.

2) Homeless Prevention Services:

A. Food Services provided by Loaves and Fishes Food Pantry

Funds will be used to provide nutritious meals in the Dining Hall and bed nights in the shelter. These programs will be provided to residents of Harlingen and those who have become homeless within the City of Harlingen.

B-1
BUDGET

Line Item	**Amount**
1. Food Pantry	$ 75,000.00
Total General Fund Allocation	**$ 75,000.00**

EXHIBIT B-2
PAYMENT SCHEDULE

Monthly payments of $6,250 to commence on October 2024 and end on September 2025.

EXHIBIT C
PROJECT TIME TABLE

It is anticipated that the following families will be served each month in the specified categories:

Meals provided_____

EXHIBIT D
RECORDS & REPORTS

1. When requesting payment, attach an invoice with the following documents:
    - Copies of program applications, timesheets, verbal quotations, invoices, and other supporting documentation (such as sales receipts and 941 IRS quarterly reports)
    - Copies of cancelled checks or bank statements

2. A **Monthly Activity Report** must be submitted to the Finance Department accompanying each request for payment. Each activity report must have the following items:
    - **What funds were used for, the type of services provided**
    - **Number of Persons Assisted**
    - **Specific Income Levels of persons or households with the categories of extremely low, low, moderate and non low income.**

3. All records pertaining to each fiscal year of funds must be retained for a period of 4-years

4. L&F must maintain proper financial records.

EXHIBIT E
REQUESTS FOR PAYMENT

1) L&F shall submit monthly reimbursement requests for payment. L&F shall submit copies of cancelled checks and other supporting documentation along with each monthly reimbursement request. As per Section IV of this Agreement, CITY may conduct on-site monitoring visits to assure compliance with applicable state, local and federal requirements and that performance goals are being achieved.

2) L&F shall submit monthly reimbursement requests and reports along with supporting documentation no later than the **third (3rd) Wednesday of every month**. Reimbursement checks generally will be mailed out the within seven working days. Monthly Requests received after the due date will not be processed until the following week and reimbursement checks will not be available until two weeks after the day of receipt.

7(L)

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **September 18, 2024**

Agenda Item:

Consideration and possible action to approve an Agreement with Marine Military Academy for the use of Hotel Motel funds for promotion of tourism by maintaining the Iwo Jima Monument. Attachment ***(City Manager)***

Prepared By (Print Name): Gabriel Gonzalez
Title: City Manager
Signature: Gabriel Gonzalez

Brief Summary:

The City Commission has awarded $30,000 in Hotel Motel Funds to the Marine Military Academy to promote tourism by maintaining the Iwo Jima Monument. The Agreement merely memorializes this amount and places restrictions on the use of funds.

Funding (if applicable):

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

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

Staff Recommendation:

Approval

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

Comments:

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

AGREEMENT FOR MANAGEMENT OF HOTEL OCCUPANCY TAX FUNDS

STATE OF TEXAS

COUNTY OF CAMERON

This agreement is made this 18th day of September, 2024, but effective October 1, 2024, by and between the City of Harlingen, Texas, a home rule city organized and existing under the laws of the State of Texas, hereinafter called, "City", and Marine Military Academy, hereinafter called "Academy", and is as follows:

WHEREAS, pursuant to Texas Tax Code, Chapter 351, City has imposed a tax within the corporate limits and extraterritorial jurisdiction of the City of Harlingen, Texas, upon the possession of a room located in a hotel which is ordinarily used for sleeping and for which consideration is received, such tax is imposed at the rate of seven percent (7%) of the price paid for such room; and

WHEREAS, pursuant to Section 351.101(c) of such Chapter, the governing body of City may contract with a private organization for the management and supervision of programs and activities funded with revenue from such tax; and

WHEREAS, in consideration of their mutual desire to promote tourism through the encouragement, promotion, improvement, and application of the arts, City and Academy desire to contract for the management and supervision by Academy of programs and activities funded with revenue from such tax:

NOW, THEREFORE, BE IT MUTUALLY AGREED AS FOLLOWS:

1. City shall, in conformity with Texas Tax Code, Chapter 351 and Chapter 37-11, Code of Ordinances, City of Harlingen, Texas, collect the hotel occupancy tax therein authorized and imposed. City shall pay to Academy a portion of the tax in the amount of Thirty thousand dollars ($30,000). The City shall pay Academy by October 31, 2024.

2. Academy shall expend the tax revenues disbursed under this agreement for exclusive purpose of encouragement, promotion, improvement and application of the arts, as provided by Texas Tax Code, Section 351.101(a)(4). All such revenues shall be expended in a manner to promote tourism and the convention and hotel industry.

3. Academy shall submit a report on expenditure of such tax revenues thirty days after the end of each calendar year.

4. Academy shall provide a number of hotel stays they anticipate to generate as a result of receiving the HOT funds, a list of magazine, newspaper or other print, video or audio promotions paid for with the Hotel/Motel Occupancy Tax by the tenth day of each calendar year.

5. Academy shall maintain the tax revenues provided by City in a separate account established for that purpose and may not commingle that revenue with any other money or maintain it in any other account.

6. Academy may expend such tax revenues for the cost of day-to-day operations, supplies, salaries, office rental, travel expenses, or any related expenses only if these administrative costs are incurred directly in the promotion and servicing of expenditures authorized under this agreement. If Academy conducts programs which, in part, include activities for which the tax revenues may not be used, the portion of costs of such program for which the tax revenues are used, including associated administrative costs, may not exceed the actual cost attributable to the activities for which the tax revenues may be used under this agreement.

7. Nothing in this agreement shall be deemed to limit the power of City to repeal, alter or amend the ordinance imposing the hotel occupancy tax, such legislative power being hereby expressly retained.

8. City expressly reserves the right to terminate this agreement at any time upon thirty (30) days written notice to Academy. Unless earlier terminated, this agreement shall remain in effect until September 30, 2025.

9. This Agreement constitutes the exclusive agreement of the parties with respect to the subject matter hereof and may be amended only in writing executed by both parties hereto.

10. Exclusive venue of any claim or cause of action arising out of this Agreement shall lie in the State Courts of Cameron County, Texas.

11. This agreement shall be construed in accordance with the laws of the State of Texas.

Agreed this the _____ day of September, 2024.

CITY OF HARLINGEN, TEXAS	Marine Military Academy
_____	_____
Norma Sepulveda Mayor	Colonel Christopher Dowling, Superintendent Marine Military Academy
Attest:	Attest:
_____	_____
Amanda C Elizondo City Secretary	Dr. John Butler, Business Director Marine Military Academy

7(m)

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **September 18, 2024**

Agenda Item:

Consideration and possible action to approve an Agreement with the Rio Grande Valley Birding Festival for the use of Hotel Motel funds for promotion of tourism through the annual birding festival. Attachment ***(City Manager)***

Prepared By (Print Name): Gabriel Gonzalez
Title: City Manager
Signature: Gabriel Gonzalez

Brief Summary:

The City Commission has awarded $81,000 in Hotel Motel Funds to the Rio Grande Valley Birding Festival. This Agreement merely memorializes the dollar amount and places restrictions on the use of funds.

Funding (if applicable):

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

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

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

Staff Recommendation:

Approval

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

Comments:

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

AGREEMENT FOR MANAGEMENT OF HOTEL OCCUPANCY TAX FUNDS

STATE OF TEXAS

COUNTY OF CAMERON

This agreement is made this 18th day of September, 2024, but effective October 1, 2024, by and between the City of Harlingen, Texas, a home rule city organized and existing under the laws of the State of Texas, hereinafter called, "City", and Rio Grande Valley Birding Festival Board of Directors, hereinafter called "Festival", and is as follows:

WHEREAS, pursuant to Texas Tax Code, Chapter 351, City has imposed a tax within the corporate limits and extraterritorial jurisdiction of the City of Harlingen, Texas, upon the possession of a room located in a hotel which is ordinarily used for sleeping and for which consideration is received, such tax is imposed at the rate of seven percent (7%) of the price paid for such room; and

WHEREAS, pursuant to Section 351.101(c) of such Chapter, the governing body of City may contract with a private organization for the management and supervision of programs and activities funded with revenue from such tax; and

WHEREAS, in consideration of their mutual desire to promote tourism through the encouragement, promotion, improvement, and application of the arts, City and Festival desire to contract for the management and supervision by Festival of programs and activities funded with revenue from such tax:

NOW, THEREFORE, BE IT MUTUALLY AGREED AS FOLLOWS:

1. City shall, in conformity with Texas Tax Code, Chapter 351 and Chapter 37-11, Code of Ordinances, City of Harlingen, Texas, collect the hotel occupancy tax therein authorized and imposed. City shall pay to Festival a portion of the tax in the amount of Eighty-one thousand dollars ($81,000). The City shall pay Festival by October 31, 2024.

2. Festival shall expend the tax revenues disbursed under this agreement for exclusive purpose of encouragement, promotion, improvement and application of the arts, as provided by Texas Tax Code, Section 351.101(a)(4). All such revenues shall be expended in a manner to promote tourism and the convention and hotel industry.

3. *Festival shall submit an annual budget when requesting funding from the City. Festival will provide the City with a consolidated financial report prepared by a CPA for all expenditures under this Contract for each year ending September 30.* Festival shall submit a report on expenditure of such tax revenues thirty days after the end of each calendar quarter.

4. Festival shall provide a number of hotel stays they anticipate to generate as a result of receiving the HOT funds, a list of magazine, newspaper or other print, video or audio promotions paid for with the Hotel/Motel Occupancy Tax by the tenth day of each calendar quarter.

5. Festival agrees to allocate a minimum of $10,000 of funds strictly for promotions.

6. Festival shall maintain the tax revenues provided by City in a separate account established for that purpose and may not commingle that revenue with any other money or maintain it in any other account.

7. Festival may expend such tax revenues for the cost of day-to-day operations, supplies, salaries, office rental, travel expenses, or any related expenses only if these administrative costs are incurred directly in the promotion and servicing of expenditures authorized under this agreement. If Festival conducts programs which, in part, include activities for which the tax revenues may not be used, the portion of costs of such program for which the tax revenues are used, including associated administrative costs, may not exceed the actual cost attributable to the activities for which the tax revenues may be used under this agreement.

8. Nothing in this agreement shall be deemed to limit the power of City to repeal, alter or amend the ordinance imposing the hotel occupancy tax, such legislative power being hereby expressly retained.

9. City expressly reserves the right to terminate this agreement at any time upon thirty (30) days written notice to Festival. Unless earlier terminated, this agreement shall remain in effect until September 30, 2025.

10. This Agreement constitutes the exclusive agreement of the parties with respect to the subject matter hereof and may be amended only in writing executed by both parties hereto.

11. Exclusive venue of any claim or cause of action arising out of this Agreement shall lie in the State Courts of Cameron County, Texas.

12. This agreement shall be construed in accordance with the laws of the State of Texas.

Agreed this the 18 day of September, 2024.

CITY OF HARLINGEN, TEXAS	RIO GRANDE VALLEY BIRDING FESTIVAL BOARD OF DIRECTORS
_____	_____
Norma Sepulveda Mayor	David Schibi Board President
Attest:	Attest:
_____	_____
Amanda C Elizondo City Secretary	Sue Griffin Festival Chair

7(n)

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **September 18, 2024**

Agenda Item:

Consideration and possible action to approve an Agreement with the Harlingen Performing Arts Theatre for the use of Hotel Motel funds for promotion of the arts. Attachment ***(City Manager)***

Prepared By (Print Name): Gabriel Gonzalez
Title: City Manager
Signature: Gabriel Gonzalez

Brief Summary:

The City Commission has awarded $24,000. This Agreement merely memorializes the dollar amount and places restrictions on the use of funds.

Funding (if applicable):

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

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

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

Staff Recommendation:

Approval

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

Comments:

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

AGREEMENT FOR MANAGEMENT OF HOTEL OCCUPANCY TAX FUNDS

STATE OF TEXAS

COUNTY OF CAMERON

This agreement is made this 18th day of September, 2024, but effective October 1, 2024, by and between the City of Harlingen, Texas, a home rule city organized and existing under the laws of the State of Texas, hereinafter called, "City", and Harlingen Performing Arts Theatre Board of Directors, hereinafter called "HPAT", and is as follows:

WHEREAS, pursuant to Texas Tax Code, Chapter 351, City has imposed a tax within the corporate limits and extraterritorial jurisdiction of the City of Harlingen, Texas, upon the possession of a room located in a hotel which is ordinarily used for sleeping and for which consideration is received, such tax is imposed at the rate of seven percent (7%) of the price paid for such room; and

WHEREAS, pursuant to Section 351.101(c) of such Chapter, the governing body of City may contract with a private organization for the management and supervision of programs and activities funded with revenue from such tax; and

WHEREAS, in consideration of their mutual desire to promote tourism through the encouragement, promotion, improvement, and application of the arts, City and HPAT desire to contract for the management and supervision by HPAT of programs and activities funded with revenue from such tax:

NOW, THEREFORE, BE IT MUTUALLY AGREED AS FOLLOWS:

1. City shall, in conformity with Texas Tax Code, Chapter 351 and Chapter 37-11, Code of Ordinances, City of Harlingen, Texas, collect the hotel occupancy tax therein authorized and imposed. City shall pay to HPAT a portion of the tax in the amount of Twenty-four thousand dollars ($24,000) for operational purposes. The City shall pay HPAT by October 31, 2024.

2. HPAT shall expend the tax revenues disbursed under this agreement for exclusive purpose of encouragement, promotion, improvement and application of the arts, as provided by Texas Tax Code, Section 351.101(a)(4). All such revenues shall be expended in a manner to promote tourism and the convention and hotel industry.

3. *HPAT shall submit an annual budget when requesting funding from the City. HPAT will provide the City with a consolidated financial report prepared by a CPA for all expenditures under this Contract for each fiscal year ending September 30.* HPAT shall submit a report on expenditure of such tax revenues thirty days after the end of each calendar quarter.

4. HPAT shall provide a number of hotel stays they anticipate to generate as a result of receiving the HOT funds, a list of magazine, newspaper or other print, video or audio promotions paid for with Hotel/Motel Occupancy Tax by the tenth day of each calendar quarter.

5. HPAT agrees to allocate 10 % of funds strictly for promotions.

6. HPAT shall maintain the tax revenues provided by City in a separate account established for that purpose and may not commingle that revenue with any other money or maintain it in any other account.

7. HPAT may expend such tax revenues for the cost of day-to-day operations, supplies, salaries, office rental, travel expenses, or any related expenses only if these administrative costs are incurred directly in the promotion and servicing of expenditures authorized under this agreement. If HPAT conducts programs which, in part, include activities for which the tax revenues may not be used, the portion of costs of such program for which the tax revenues are used, including associated administrative costs, may not exceed the actual cost attributable to the activities for which the tax revenues may be used under this agreement.

8. Nothing in this agreement shall be deemed to limit the power of City to repeal, alter or amend the ordinance imposing the hotel occupancy tax, such legislative power being hereby expressly retained.

9. City expressly reserves the right to terminate this agreement at any time upon thirty (30) days written notice to HPAT. Unless earlier terminated, this agreement shall remain in effect until September 30, 2025.

10. This Agreement constitutes the exclusive agreement of the parties with respect to the subject matter hereof and may be amended only in writing executed by both parties hereto.

11. Exclusive venue of any claim or cause of action arising out of this Agreement shall lie in the State Courts of Cameron County, Texas.

12. City shall have the right to use the facility at no cost for various municipal purposes, as long as such use does not interfere with any HPAT previously scheduled events.

13. This agreement shall be construed in accordance with the laws of the State of Texas.

Agreed this the 18th day of September, 2024.

CITY OF HARLINGEN, TEXAS	HARLINGEN PERFORMING ARTS THEATRE BOARD OF DIRECTORS
_____	_____
Norma Sepulveda Mayor	Board Member
Attest:	Attest:
_____	_____
Amanda C Elizondo City Secretary	Board Secretary

7(o)

City of Harlingen

Agenda Item Request Form

We, hereby request the following item to be added to the September 18, 2024, City Commission Agenda:

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

1. East Washington/North 5th Street
2. 1200 West Monroe Street
3. 1600 E. Van Buren

Daniel N. Lopez, Commissioner Dist. 2

Ford Kinsley, Commissioner Dist. 1

9(a)

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **September 18, 2024**

Agenda Item:

Public hearing for a Special Use Permit ("SUP") to allow an adult business (tattoo studio) in a General Retail ("GR") District located at 117 E. Porte Court, Suite #1, bearing a legal description of Lot 5, Block 1, East Porte Center Subdivision. Applicant: Gabriel Vargas. Attachment ***(Planning & Development)***

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

Brief Summary:

Project Timeline

- August 14, 2024 – Application for Special Use Permit ("SUP") submitted to the City. **(ATTACHMENT I)**
- August 28, 2024 – In accordance with State and local law, notice of required public hearings mailed to all property owners within 200 feet of subject tract.
- August 31, 2024 – In accordance with State and local law, notice of required public hearings published in the Valley Morning Star.
- September 11, 2024 - Public hearing and consideration of requested Special Use Permit by the Planning and Zoning Commission (P&Z).
- September 18, 2024 – Public hearing and consideration of requested SUP via 1st ordinance reading scheduled before the City Commission.
- October 2, 2024 – Pending approval of 1st ordinance reading, consideration of approval of 2nd ordinance reading scheduled before the City Commission.

Summary

- Per the Code of Ordinances, an "adult business" (tattoo shop) use in a "GR" District requires the approval of a Special Use Permit (SUP) by the City Commission.
- Gabriel Vargas, the applicant, is requesting a special use permit to allow a tattoo studio under the name of "Ballistic Ink" out of an existing suite located at 117 E. Porte Court, Suite #1. The suite is approximately 1,250 square feet. **(ATTACHMENT II AND III).**
- Based on the site plan and information submitted by the applicant, the applicant is proposing to operate Monday through Friday from 10 a.m. to 6p.m. and Saturday and Sunday from 11a.m. to 6p.m. Four parking spaces are required and provided in the common parking area. The plaza has a total of 10 parking spaces. **(ATTACHMENT II – IV).**
- Surrounding properties are zoned General Retail ("GR") to the north, south, east, and west. The surrounding land uses within the plaza consist of Revelation Custom Works, LLC, Christian Quality Home Health, and Lone Star Guns. The land uses north, south, and east of the plaza consist of commercial uses and to the west is a vacant lot and the East Gate Mobile Home Park. (**ATTACHMENTS**

V-VII).

- The City of Harlingen Building Inspections Division, Fire Prevention Bureau, and Police Department reviewed the SUP application. The departments reported no objection to the proposed request subject to adhering to the Harlingen Code of Ordinances and procedures administered by each department **(ATTACHMENTS VIII-XI).**
- The applicant must obtain and maintain the proper State and City permits.
- Presently, the Planning and Zoning Department has not received any objections to the request from surrounding property owners.
- In accordance with the zoning ordinance, the P&Z and City Commission may impose requirements and conditions of approval as are needed to ensure that a use requested by a SUP is compatible and complementary to adjacent properties.

Funding (if applicable):

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

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

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

Staff Recommendation:

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

1. Obtaining and maintaining the proper State and City permits;
2. Maintaining the required parking in accordance with city regulations;
3. Hours of operation will be Monday through Friday 10 a.m. to 6 p.m. and Saturday and Sunday 11 a.m. to 6 p.m.
4. Complying with the requirements administered by Planning and Zoning, Building Inspections, Fire Prevention, and Police Departments.

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

Comments:

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

Planning and Zoning Commission
September 11, 2024 meeting

9(2)

Public hearing and take action to consider a request for a Speeial Use Permit ("SUP") to allow an adult business (tattoo studio) in a General Retail ("GR") District located at 117 E. Porte Court, Suite #1, bearing a legal description of Lot 5, Block 1, East Porte Center Subdivision. Applicant: Gabriel Vargas

City Planner, Soledad A. Núñez, presented the request for a Special Use Permit (SUP) before the Board, as follows:

- Per the Code of Ordinances, an "adult business" (tattoo shop) use in a "GR" District requires the approval of a Special Use Permit (SUP) by the City Commission.
- Gabriel Vargas, the applicant, is requesting a special use permit to allow a tattoo studio under the name of "Ballistic Ink" out of an existing suite located at 117 E. Porte Court, Suite #1. The suite is approximately 1,250 square feet.
- Based on the site plan and information submitted by the applicant, the applicant is proposing to operate Monday through Friday from 10 a.m. to 6p.m. and Saturday and Sunday from 11a.m. to 6p.m. Four parking spaces are required and provided in the common parking area. The plaza has a total of 10 parking spaces.
- Surrounding properties are zoned General Retail ("GR") to the north, south, east, and west. The surrounding land uses within the plaza consist of Revelation Custom Works, LLC, Christian Quality Home Health, and Lone Star Guns. The land uses north, south, and east of the plaza consist of commercial uses and to the west is a vacant lot and the East Gate Mobile Home Park.
- The City of Harlingen Building Inspections Division, Fire Prevention Bureau, and Police Department reviewed the SUP application. The departments reported no objection to the proposed request subject to adhering to the Harlingen Code of Ordinances and procedures administered by each department.
- The applicant must obtain and maintain the proper State and City permits.
- Presently, the Planning and Zoning Department has not received any objections to the request from surrounding property owners.
- In accordance with the zoning ordinance, the P&Z and City Commission may impose requirements and conditions of approval as are needed to ensure that a use requested by a SUP is compatible and complementary to adjacent properties.

Ms. Núñez stated staff recommended approval of the Special Use Permit (SUP) request subject to the following conditions:

1. Obtaining and maintaining the proper State and City permits.
2. Maintaining the required parking in accordance with city regulations.
3. Hours of operation will be Monday through Friday 10a.m. to 6p.m. and Saturday and Sunday 11a.m. to 6p.m.
4. Complying with the requirements administered by Planning and Zoning, Building Inspections, Fire Prevention, and Police Departments.

Chrm. Consiglio opened the public hearing and with no one speaking on the item, he closed the Public Hearing.

Cmr. Cruz-Velasquez made a motion to approve the Special Use Permit (SUP) request. Cmr. Perez seconded the motion. The motion passed unanimously.

9(b)

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **September 18, 2024**

Agenda Item:

Public hearing for a rezoning request from Residential, Single Family ("R-1") District to Neighborhood Services ("NS") District for 1.73 acres of land out of Block 6, Section 297, Stuart Place Resubdivision, located on the southeast corner of Stuart Place and Brennaman Roads. Applicant: Moore Land Surveying, LLC c/o Zarate Home Designs, LLC. Attachment ***(Planning & Development)***

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

Brief Summary:

Project Timeline

- August 20, 2024 – Application for rezoning submitted to the City. **(ATTACHMENT I).**
- August 27, 2024 – 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.
- August 31, 2024 – In accordance with State and local law, notice of the required public hearing was published in the Valley Morning Star.
- September 11, 2024 - Public hearing and consideration of the requested rezoning by the Planning and Zoning Commission (P&Z).
- September 18, 2024 – Public hearing and consideration of requested rezoning via 1st ordinance reading scheduled before the City Commission.
- October 2, 2024 – Pending approval of 1st ordinance reading, consideration of approval of 2nd ordinance reading scheduled before the City Commission.

Summary

- The applicant is requesting to rezone the subject property from Residential, Single Family, ("R-1") District to Neighborhood Services ("NS") District to allow for a business or businesses to serve the surrounding residential areas. (**ATTACHMENT I**).

- The subject property is located at the southeast corner of Stuart Place and Brennaman Roads. The property is currently vacant. **(ATTACHMENT III).** The land has approximately 344.42 feet of frontage along Brennaman Road and approximately 147.91 feet of frontage along Stuart Place Road. Stuart Place Road is a four-lane road with 47 feet of pavement from the back of curb to back of curb. Brennaman Road is a 20-foot-wide paved two-lane road without curb and gutter.

- The surrounding properties are zoned Residential, Single-Family ("R-1") to the south, east, and west, and Residential, Multi-Family ("M-2") to the north. Surrounding land uses include single family residences to the south and east, the

Harlingen Fire Department Station 2 to the west, and vacant land to the north. **(ATTACHMENT IV)**

- An exhibit has been prepared, showing what is allowed by right, what is allowed with a Special Use Permit, and what is prohibited in this zoning category. Neighborhood Services is an area designated to serve the domestic needs of the immediate neighborhood and with specific additional uses as indicated in section 111.62 of the City of Harlingen Code of Ordinances. **(ATTACHMENT VI)**

- The Future Land Use Plan component of the City of Harlingen's Vision 2020 Comprehensive Plan shows this area as low density residential. While the request is not consistent with the Future Land Use Plan or the surrounding land uses, Planning staff believes the area is going through a transition, and therefore recommends approval of the rezoning request. In addition, Stuart Place is a four-lane roadway, that makes it conducive to commercial development. (**ATTACHMENT VII**).

- The proposed Trinity Heights Phase I Subdivision preliminary construction plans and final plat was approved by the Planning and Zoning Commission on March 22, 2023 subject to a list of conditions from the different City departments. **(ATTACHMENT V)**

- To the present, the Planning and Zoning Department has received one phone call from a citizen inquiring about the rezoning, but no phone calls in opposition from the surrounding property owners regarding the proposed request. Staff mailed out 15 notices to surrounding property owners.

Funding (if applicable):

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

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

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

Staff Recommendation:

Staff recommends approval of the rezoning request.

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

Comments:

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

9(b)

PLANNING AND ZONING COMMISSION
September 11, 2024

Public hearing and take action to consider a request to rezone from Residential, Single – Family ("R-1") District to Neighborhood Services ("NS") District for 1.73 acres of land out of Block 6, Section 297, Stuart Place Resubdivision, located at the southeast corner of Stuart Place and Brennaman Roads. Applicant: Moore Land Surveying, LLC c/o Zarate Home Designs, LLC

City Planner, Soledad Núñez, presented the request to rezone before the Board, as follows:

- Ms. Núñez referred to the legal notice map and pointed out the property. She reported that the property is vacant. She said it has approximately three hundred forty-four point forty-two (344.42) feet of frontage along Brennaman Road and approximately one hundred forty-seven point ninety-one (147.91) feet of frontage on Stuart Place Rd.
- She stated that Stuart Place Road is a four (4) lane, forty-seven (47) foot wide paved from back of curb to back of curb. Brennaman Road is a twenty (20) foot wide paved, two (2) lane road, without curb and gutter.
- Ms. Núñez described that surrounding properties are zoned residential single-family to the south, east and west, and multi-family to the north. She said that surrounding land uses consist of vacant land to the north, single-family residences to the south, east, and to the West, and also to the West is the Harlingen Fire Station #2.
- Ms. Núñez referred to a local exhibit showing what uses are allowed by right with a special use permit and not at all in a neighborhood services zoning.
- She said that as mentioned previously, neighborhood services zoning does allow for single-family homes, apartments, duplexes, triplets, fourplexes and things of that nature, nursing homes, churches and any kind of business to serve the neighborhood, like a mom and pop bakery, coffee shop, and things of that nature.
- She stated that things that are allowed with a special permit are airport, call centers, retail shops and stores, banks, but only the office, and things of that nature.
- She stated that uses that are prohibited are for signs, billboards, huge portable buildings, or portable buildings at all, any type of adult business is not allowed and things of that nature. She added bars, restaurants, a bank with a drive through and anything that will generate high traffic.
- Ms. Núñez presented an aerial view of the property. She explained that although the aerial view did show a house, the property is currently vacant.
- Ms. Núñez presented a survey of the property.
- Ms. Núñez said stated that the Future Land Use Plan shows this area as low density residential. She said that while the request is not consistent with the Future Land Use Plan for the surrounding land uses, the Planning Staff believes the area is going through a transition and therefore recommends approval of the rezoning request. In addition, Stuart Place is a four (4) lane roadway that makes it conducive to commercial development.
- Ms. Núñez stated that the proposed Trinity Heights Phase I Subdivision, which this lot is a part of, was approved on March 22, 2023, with conditions.
- Ms. Núñez referred to the subdivision as per Mr. Cervantes. She pointed out the entire subdivision and the particular area requesting the re-zone.

- Ms. Núñez presented Street Views of the property from Brennaman Road and Stuart Place Road.
- Ms. Núñez reported that Staff did receive three (3) calls regarding the request from surrounding property owners and said that a petition with several signatures had been received late this afternoon. She told the Board that the meeting packet included an email sent last week along with the opposition map. She said that there are now several more property owners from within and outside the two hundred (200) foot radius that was turned in thus afternoon.
- Ms. Núñez presented a PowerPoint provided by the developer and also the applicant of their vision. She said she didn't know if they might want to come up and speak on this a little bit more.

Oscar Zarate, Applicant

Mr. Zarate approached the podium to address the Board. He said that they want to do a concept for Neighborhood Services as required on the literature. He said they would love to put some type of business center and that he thought they have been having nothing but success at a current property that we have at 1212 Stewart Place Road. He said they have realtors, mortgage companies, and insurance companies that follow the criteria of Neighborhood Services. He said they wanted to implement some kind of business center for the community, to kind of work together. He said they were getting high demand as far as Stuart Place on the current property they have. He said that they see a demand for these services, and Commercial Services, especially in that area because it's a popular area right off the Expressway. He said it works with the current development they have on the north end that's going to provide a service to the community. He said they we're thinking of an insurance company, etc. filling out the criteria that is on the neighborhood services tab. We would do some type of commercial building just for those type of services.

Mr. Cervantes asked Mr. Zarate if he was going to go through the other slides. Mr. Zarate said yes and continued, saying that they were currently starting development on the Trinity Heights space. He said it was Phase II and that he thought they were going to do multifamily properties with car garages. He said they were going to be high-end, one-story concepts that will actually look like homes. He said it made sense, that since he owned the property there in front, to rezone this property neighborhood services. He said he thought it would work hand in hand as a commercial property business center. He said this was what he was aiming for and that this is what they wanted to do.

On the next slide, he referred to the pinpoints of the subdivision as the land tract. He said it was close to all the amenities and stated it was a popular area for commercial properties and that it was growing. He pointed out Gilman. He pointed that they had a gas station there but that this was not something they were going to do. He said they changed this, saying that he had to submit a rendering last minute, today, this morning and said it was not going to be multifamily. He said it was approved already with the City of Harlingen, which is Phase II. He said they want to just do one complete commercial building for a business center. He said that as they are doing it in Stuart Place Road, they see the high demand of the necessity of these services. He said they were high rental in those areas but that he thought with lower rents that we should have, he thought it would serve great for the community and the residents of Harlingen.

Mr., Zarate presented the duplexes they would be building on Phase 2. He said he would change that to car garages as well and said that was going to work very fine as well. He reiterated that they were already doing the development up front and so it just works hand in hand to work on the north end and

the south end. He said it was right there off the Expressway. It just makes sense. He pointed out that they have a fire station right across the street. And since the development is doing, we should we don't want to create a lot of traffic as well. He said there will be traffic because of the current multi-family development but that this is just part of that. He said that if they do the business centers where they are shooting for, he said he thought they would be in a great spot. He said that this was their position; their vision to put that in that area and that this was the reason for the requested zoning for Neighborhood Service.

Mr. Zarate went through one more slide and said that was it. He said this was Trinity Heights Subdivision which would be the multifamily along the north side of Brennaman Road and then of course, the Commercial Plaza approved at the southeast corner.

Chairman Consiglio thanked Mr. Zarate for his presentation. He asked if he could go back to the slide with the map. The Chrm. pointed out the bank, the canal on the field and the purple for the property. Ms. Núñez stated that the purple property was Phase II, which got rezoned to multi-family residential back in March of 2022. The Chrm. clarified that this property was the one across the street. Ms. Núñez said that was corrected. She referred back to the aerial. She pointed out the location of Phase II and said it was already zoned multi-family. That this was the purple and again, she restated that it got rezoned in 2022. She then pointed the property for the current item, saying that this was Trinity Heights Phase I and that it dips down on the map. Chairman Consiglio then confirmed that the front part is the commercial concept and that the back part is single family homes again. Ms. Núñez said that was correct. Ms. Núñez reference the petition list and pointed out that the Board had a paper copy of that.

Chairman Consiglio asked if there were any questions for Staff.

Cmr. Sanchez said he had a question about the business center and the facilities for office and their business hours of 8:00 a.m. to 5:00 p.m. Mr. Cervantes said it would be the typical eight (8) to five (5) businesses in the Neighborhood Services district. Mr. Zarate said it would be eight (8) to five (5) business centers that they would be shooting for. He reiterated that they are having tremendous success at 1212 Stuart Place, at the old Joyce Vincent Coldwell Banker building. He referred to it as a beautiful building which was just remodeled, if anyone wanted to go get a look at it. He said they are all suites and that they are starting to see a huge demand for real estate, mortgage, insurance or anybody because that is the up-and-coming area. He said they just want to provide that service for that tenant. He added that this was hand in hand for the developments they have around the vicinity, they and the whole entire area of Garett Road and some other projects that they have around that west side of Harlingen. He reiterated Business Center, eight (8) to five (5).

Cmr. Cantu asked if he had a rendering of more or less the vision. She asked if it would be warehouse looking. Mr. Zarate said it won't be a warehouse. He said it will be a commercial kind of structure – stone veneer, metal roof concept, and parking lot according to the plan. He said this is what they want to implement and said that he currently did not have a rendering. Mr. Cervantes added that there was some sort of rending on one of the slides. Mr. Zarate said they had done a small rendering through the top end. He said it was proposed kind of like a Walgreens; that they had thought of a pharmacy first. He said that this is what they were looking at, to probably implement a pharmacy in the area. He said he thought this fell in the Neighborhood Services. Ms. Núñez responded that this was correct. He said they do have contacts with the agents they work with in McAllen, that have those tenants and that they

believe at the time they have conversations with these pharmaceuticals to actually go into that. He said it was up in the air, either pharmacy or commercial building for a business center.

Cmr. Perez asked if this was the same property that had come for rezoning earlier. Mr. Cervantes said yes. Ms. Núñez said that it was in September of last year. He said they had pursued multi-family rezoning, and it was tabled and then the applicant, Mr. Zarate, withdrew the application. Mr. Zarate said that was correct and then explained that they put the project on hold because they actually purchased the property on the north end, which he said was already ready to go to start developing. He said that it is going to be multi-family like he said prior. He said that now that they know the drawing board and how everything is working together now, they want to come to Neighborhood Services and not be able to do duplexes or multi-family, and build a commercial structure. Cmr. Sanchez mentioned a car wash. Mr. Cervantes said this would be prohibited in the Neighborhood Services zoning category. Mr. Zarate stated that he was in the real estate industry himself and said that they have plenty of contacts to lease these buildings. He said he thought they were in a great area. He added that it was a thriving area and that everybody knows Stuart Place Road and the west side area is really pushing forward.

Chairman Consiglio asked about Mr. Zarate's investment. He asked if he would be building the building himself and then lease that out. He used the example of Walgreens and asked if Walgreens would conform their standards, brand and look to the building they lease into. Mr. Zarate said one hundred percent (100%). He said that if Walgreens made the commitment he would step aside and let them build to their standards. Mr. Zarate said they would step away and said that of course, it would follow the Neighborhood Services. He said it would be a great area for a Walgreens. He said he thought they did need it, especially in that Garett Road area. He said he thought this would be great but then said that if it didn't come through, they would put some business centers as their second option.

Chairman Consiglio asked if there were any other questions for the applicant and/or Staff?
Cmr. Cantu confirmed that three (3) calls had been received prior to this meeting. She asked if the calls were aside from the seven (7) present this evening. Ms. Núñez said that three of the people that called today turned in an petition that they are included on. She said that they were included and said that she believed they were also here today as well.

Chairman Consiglio stated that there was a Public Hearing on the item and said he would proceed into the Public Hearing at this time. He opened the Public Hearing. He asked anyone wanting to speak on this item to please approach the podium and state their name and address for the record. He added that speakers will have 2 minutes initially.

Jack Chapman, Neighbor of the Proposed Rezoning
Mr. Chapman introduced himself and indicated he had his own petition which he handed to the Board. Mr. Chapman said that they had bought into it as a residential neighborhood and that they intended to keep it residential. He said this Neighborhood Services is commercial and stated that they were wanting to put a commercial business into their residential neighborhood. He said it was never intended for that. He said all the homes in the area, all around, even behind the fire station and across the street, he said that everywhere, other people have intentions to develop single-family residences in the area. He said they do not want commercialism right next door to them and that this is what Neighborhood Services are, that it is like retail and referred to the list of uses. He said that just because Mr. Zarate said he going to put in an office building today, he asked what would happen if in a

couple of years when he may decide he doesn't want this and sells, and they put in a gas station or something that is not acceptable in a residential area. He said that light pollution would be tremendous if it is a CVS or something similar. He said all those are closing down everywhere so he didn't see them putting another here. He added that it would be intrusive to all the families that have developed here and spent years in their family life here, to have an entity like this come in and just chink up the neighborhood into unwanted businesses. He said this is what they were wanting to do, to commercialize this area. He said that he as one (1) say absolutely not and that he was sure they have others to speak too. He said this was his mindset and thanked the Board.

Chairman Consiglio asked again, for anyone wanting to speak, to please approach the podium and state your name for the record.

Allan Crockett, Neighboring Property Owner
Mr. Allan Crockett greeted and introduced himself to the Board. He said he owns property to the West. He stated that he liked Mr. Zarate's proposal but that it left a lot of questions unanswered.
Mr. Crockett started with Brennaman Road being twenty (20) foot wide. He asked what they were going to do when the M-2 (referring to the property on the north side) was developed and the rest of the R1. He said that right now it was kind of a problem to get out of Brennaman Road on Stuart Place. He mentioned the TXDOT improvements of Stuart Place Road into a four (4) lane. He said the bar ditches along Brennaman Road, on the east side of Stuart Place Road, go towards the drain ditch to the east of that property. He then said that on the west side, north of the fire department, they just capped of the bar ditch. He said it drains nowhere and that there is now a drainage issue in that intersection. He said it was small. He then described that when the fire department fills the truck, they park on the northwest corner with the fire truck just short of sticking out into Stuart Place Road which causes a traffic issue already. He said that the problem that he sees, adding that he wasn't necessarily against Mr. Zarate on this project, is that with Neighborhood Services zoning there is a whole myriad of possibilities that it can be. He said he would like to see it narrowed down because on the list that was shown, it showed everything from single-family to multi-family and down the list. Mr. Crockett said he was here to impede progress but that he didn't want to see progress just for progress. He said that they are a single-family resident. He said he lives right off that piece of property on seven (7) acres there and that all the neighbors are concerned. He said that they fought him [Mr. Zarate] on this piece of property a year ago to the day practically, in front of this Board, because he was trying to rezone the property multi-family the property that now says R1 on the southeast corner and the M2 part was pushed through. He said he was the property owner across Stuart Place Road and was never notified. He said he was well withing the two hundred (200) foot notification area and that he didn't know how that ever occurred. He said this was water under the bridge. He said that subdividing two (2) one point seventy-three (1.73) acres of that corner, with Brennaman Road being so narrow and no improvements – not curb and gutter, no nothing. He said he didn't see how this was conducive to public safety. He acknowledged having a fire department across that street. He said they like that as a neighbor. He commented that he didn't know why they put it there when it would have been better on the expressway somewhere, instead of being blocked off by a railroad on one end and a super intersection at the expressway and Stuart Place Road on the other end.
Mr. Crockett referred to Mr. Jack Chapman living right on the borderline. He said his house is literally seven (7) to ten (10) feet off that property line on the south side of the proposed area. He described that the area was single-family and that it was single-family all the way down and then down the street as you go east on Brennaman Road, on the south side, all the way to the drain ditch and beyond. He also pointed out that going west on Brennaman, past the fire department, it is single-family on the south side of Brennaman. He pointed out George Reynolds' house on the north side, then his house

and then the Mathis' and that on around the corner, everyone signed the petition, worried about what is going to occur because they already have a traffic congestion issue at that corner. He said that it was not that he wanted to impede Mr. Zarate. He said that he has seen some of his neighborhoods and that they are very nice. He said that as spokesperson for some of the residents, that they are just concerned what it could be. He said he would like a little more detail and a little more specification. He referenced the rendition showing a gas station and said that this would not really be conducive right next to some very nice single-family residences.

The Chairman continued with a question for Mr. Cervantes to address the concern about the road. He asked if there were any plans for the city to widen or what the future of that was. Mr. Cervantes explained that as part of the subdivision process, they require ten (10) feet of additional paving on each side of Brenneman Road. He further explained that he is processing both subdivisions now and that before they got recorded, Mr. Zarate will need to provide ten (10) feet of additional paving plus curb and gutter on the south side and ten (10) feet of additional paving with curb and gutter on the north side of the roadway. Mr. Cervantes said he could also escrow the funds. He added that Mr. Zarate could do the physical improvements, or he could escrow the funds with the City and the City widens the street in the future the city could use those funds to help pay for it. Cmr. Sanchez asked what the plans was.

Dustin Moore, Moore Land Surveying and Applicant
Mr. Moore introduced himself and his place of business before the Board. He agreed that they could escrow or build it. He said that on this one, initially, the plan was to escrow but that with it being a duplex and the amount of traffic, that curb appeal number one (#1) for this development and traffic flow, the plan now is that they will widen through this property. He said it would be from the intersection through to the ditch basically, where the north property stops. He said that portion would be widened ten (10) feet in both directions and so it would essentially go from a twenty (20) foot road to a forty (40) foot road with curb and gutter. Chairman Consiglio asked where on Stuart Place and asked for an estimate. Mr. Moore said that it would be to the ditch to the east and estimated that it would be maybe six hundred (600) feet or something like that. Mr. Moore continued and said that as part of this, they would have the curb and gutter to make sure it drains to Stuart Place Road, to those inlets that are along Stuart Place Road. He said he and Mr. Zarate have talked in the last several weeks and Mr. Zarate and his realtor think that this will be the better route. Mr. Moore said this was the plan and said they will be submitting pans to the City for review. Chairman Consiglio asked about the other side on Stuart Place Road, on the west side of Brennaman Road, if that would stay as is. Mr. Moore said that when the road was widened by TxDot. Mr. Crockett this was his side and that there was a drainage issue there. He said that when, they stopped that drain. He said it used to go into the bar ditch and go north to the drain up north on Stuart Place Road and that now it goes nowhere. He said that when they built the fire department, he told Ferris and Flynn, the engineering firm that did the fire department, but it wasn't addressed. He said they did a little retention pond at the fire department and did a little bity drainage improvement by the fire department but on the north side of the road. He said it was definitely a mistake when they did the widening of Stuart Place Road.

Chairman Consiglio said that if something else came up, they might have time to back up. He proceeded and asked if anyone else would like to speak on this item, for or against, or if the issue has been addressed as well.

Dr. David Woolweaver

Dr. Woolweaver stated that he has served on a lot of boards and commissions and councils over the years and that looking at these nice people in front of him, he said that they were really making a sacrifice of their time and effort to assist the City. He said he appreciated that and said he has been in their position before. He said he knew how much effort it is and how much of the responsibility it is to go along with something as the planning and zoning for the city. Dr. Woolweaver introduced himself to the Board and indicated he lives on Stuart Place Road, just south of the development plan. He said that what they have here was the proverbial camel and tent. He said that once the multi-family dwellings just north of Brennaman Road was approved, that started the process of what else could be done to destroy the residents of the residential community. Dr. Woolweaver said that a residential community should be safe; that they should have areas of low traffic and similar dwellings with peace and quiet. And that now, they have gone from multi-family to commercial to what else is going to happen in the future. He said that if you look at the map, it says R1 everywhere. He said that those of them that are landowners and residents, would like it to remain R1 because that is the best purpose for this property. Mr. Woolweaver said there was a mention of the need for offices north of the expressway. He said there are a lot of strip centers and offices and that a lot of them were vacant. He said he wasn't sure that there was a pressing need for additional small strip offices, especially when it destroys the nature of the residential community. He reiterated that he is speaking against this. He said he hoped that it would be taken into consideration and thanked the Board for their time.

Johnny Yeupell
Mr. Yeupell introduced himself before the Board and said that he lives next to Jack [Mr. Jack Chapman]. He said he wasn't completely in the [two hundred (200) foot radius] circle but said he was the front square on Stuart Place Road on one (1) acre. He said he bought there because it was residential, and he said he wants to be residential. He said he does not want commercial in his back yard. He said the cops can't even keep the speeders off this highway and don't even try. He said they already have a traffic situation. He said they need to take care of it and said that was it.

Chairman Consiglio stated that we had a Public Hearing and asked if anyone would like to speak on this item. He stated we were on item seven (7) of the agenda and asked anyone want to speak to please approach the podium and state their name and address for the record.

Jesus Aguilar, 6613 Brennaman Road
Mr. Aguilar introduced himself before the Board. He described his address to be the land just east of the proposed development. He said he saw the picture. He said he knew they were just possibilities of what it is going to be but that it could be a gas station or anything commercial. He continued and said he had a lot of plans for his house, of his dream model. He mentioned a pool. He said everything was on hold just because of this. He said the last thing he needs is for his kids – he mentioned having a fifteen (15) year old son, a fourteen (14) year old daughter and a twelve (12) year old son – to be in the backyard playing or to be in the swimming pool and for someone to be in the parking lot seeing their every move. He said another mention was that they're going to take another ten (10) feet from my front yard. He said this was another thing that he did not want. He said he would have to rebuild his fence and if anything would have to rebuild another fence on the west side of the yard. His said this was horrible. He said it was all families and that this would destroy them. He said that this was just the start of it and said who knew how much more is going to be taken and how much more will be bought or sold. Mr. Aguilar thanked the Board.

Chairman Consiglio asked if there was anyone else on this item.

Mr. Dustin Moore approached the podium. He wanted to clarify about the widening of the road. He said the ten (10) foot widening would be the full six hundred (600) on the north side of Brennaman Road and on the south side, it could only be through Mr. Zarate's property because that is where he has dedicated the right-of-way wide enough to accommodate that. He reiterated that anything on the south side from his property, which is kind of mid-block, to the east, he wouldn't be able to do that. He would do his portion to the west. He said that on the north side, it would be its entirety from the ditch to Stuart Place Road. He also addressed the rezoning that took place in 2022. He said he was not involved in that and that it was probably done prior to Mr. Zarate buying the property. He said that the area was rezoned prior to them coming here and that it had been a reason for buying that property, that it had that built in. Mr. Moore again clarified that the road part would be the north side all the way and the south side about halfway on that.

Chairman Consiglio once again asked if anyone else would like to speak on this item, saying that the Public Hearing was still open. Upon seeing and hearing from none, he closed the Public Hearing.

Chairman Consiglio asked if there were any questions for Staff.

Cmr. Flores indicted he had a question about the property to be rezoned to NS. He said that under the category of NS you can put in multi-family townhouses, garden homes, and you name it. Mr. Cervantes told him about the list of uses permitted, permitted with a Special Use Permit and the prohibited items that was included in the packet. Cmr. Flores said he understood that. He said his question was what would happen if he didn't do what he was proposing to do up in the front or the back, wherever he's going to put that plaza. He said that suddenly, these people are surrounded with multi-families and townhouses and all that good stuff. Mr. Cervantes said the zoning would allow for it. Cmr. Flores said that this was because it was NS but asked why not leave it as is as residential. He said it is going to create problems. Mr. Cervantes told him that this is why Mr. Zarate was coming before the Board for the rezoning. Cmr. Flores said that this was why he was pointing this out. He said it was a lot of people live in a residential zone. He said he had been through the area. He said he had been there today. He said he saw the condition of Brennaman Road from Stuart Place Road back to Dilworth Road or Altas Palmas, one of them roads. He said that on that road there was no space for a car and a truck to go through there. He confirmed that it was twenty (20) foot wide. Mr. Cervantes told him that was correct. He said there was no curb and gutter or nothing and added that he didn't think there was any drainage back there, no ditch. He said this was beside the point. He said his feelings were towards what he wants to do with that and referred to how these people [in the neighborhood] might feel when all of a sudden you have all these people that are going to be living there. He said this is what he has to look at and that this is why he was talking about it. He remarked that if the applicant wants to zone it commercial then to zone it commercial. Mr. Cervantes said this is the way to zone it commercial. Cmr. Flores said he knew this because NS also means that he can put anything he wants to there within the requirements. He said it was not only houses, but businesses to. Cmr. Flores addressed the discussion about Walgreens. He said that there had been two and one had to be shut down because it couldn't make it. Mr. Cervantes said that he could approve or disapprove the rezoning and that this would be at his discretion. Cmr. Flores said he wanted to make the motion to deny the rezoning. Chairman Consiglio confirmed that he made a motion. Cmr. Flores restated that was making the motion to deny the rezoning to NS.

Cmr. Perez said he had a procedure question. He asked whether the item would proceed to City Commission if they denied it. Mr. Cervantes explained that if the rezoning was denied today, the

applicant can appeal and go before the City Commission; that he would have ten (10) days to appeal the denial. He said that if the applicant does not appeal, then that is it. It dies.

Chairman Consiglio stated that there was a motion to deny the rezoning to Neighborhood Services. He asked if there was a second or any further discussion.

Cmr. Sanchez said he had a question for Staff. He made a reference to Brennaman Road and Stuart Place Road as well. He asked if Stuart Place Road was on the Thoroughfare Plan, as a collector or major collector roadway. He said the other part of his question is whether we knew or have traffic data as to how many vehicles go thought that street on a daily basis. He asked if a Traffic Impact Analysis would be part of the subdivision process. Mr. Cervantes said that during the building permit phase, the Engineering Department has the ability to require a Traffic Impact Analysis, depending on the project, if the rezoning was to go through. He said that where he was going with his question was the nature of that road. He referenced the traffic and said the road itself is conducive to carry high volumes of traffic. He said this gets away from the neighborhood feeling in that you have a four (4) lane of traffic, two (2) going north and two (2) going south roadway. Cmr. Sanchez stated that this type of development that is being proposed fits the roadway that is in front of the property. He said that yes, it was a neighborhood but that it was in a period of transition that is more conducive to be a commercial property.

With the motion on the table, Chairman Consiglio asked about the designation of NS. He asked whether it was the most restrictive of the commercial zoning. Mr. Cervantes said that was correct. The Chrm. then referred to General Retail and said that allows to almost anything commercial. Mr. Cervantes said that NS was more restrictive. He said it is supposed to be commercial light; commercial that caters to the neighborhood and not your big retailers and also no bars or adult businesses. Chairman Consiglio asked if there were any more comments.

Cmr. Flores asked about rezoning to M2 previously. He asked if it was the same property. He was told yes and the item was tabled and he confirmed that he had never come back. Ms. Núñez explained that the attempt last year was to rezone the entire property to multi-family. She said that one got tabled. She then explained that the property to the north got rezoned back in M-2 back in 2022. Chairman Consiglio said that maybe Mr. Zarate could share information on this. Mr. Zarate said that when they came in 2023 to zone it multi-family, he did not own the north end of the property, and that this property was already rezoned multi-family. He said they ended up buying the property and changed their position to developing seventy-four (74) multi-family lots on the north end. He said it wouldn't make sense for him to build another four (4) or five (5) duplexes because he has so many units already. He said that the remaining property to the east will stay residential, one hundred percent (100%). He said they truly believe as developers that this will incorporate with that neighborhood concept that we are doing as a development. He said that Walgreens, unfortunately, pulled down downtown. He said this was a better area for a Walgreen concept, for any pharmaceutical concept or business center, one hundred percent (100%). He said he heard the gentleman said it and that it was true, that there are a lot of vacant commercial properties on Stuart Place Road. He said that the reason they are vacant is because they need rehab, they are old, and they are not brand new. He said they want to bring something new to the city and put a great product so we can get the lease source and have them have nice suites or buildings or whatever they like for Neighborhood Services such as real estate professionals. He reiterated that it didn't make sense for him to build more multi-family duplexes back on the Neighborhood Services category if he was already going to build seventy-four (74) duplexes on the front.

Chairman Consiglio asked, considering the lot size and parking requirements from the City, as well as all the zoning requirements and drainage and retention, what type of footprint of the building would fit there. Mr. Zarate said they were looking to have something like some type of real estate, some type of building - stucco or stone, metal roof concept. He said they would lease the individual suites all the way through. The Chrm. asked if it would be three thousand (3000) square foot buildings. Mr. Zarate said even bigger and said even four thousand (4000) square feet.

Cmr. Flores asked Mr. Zarate how far the piece of property is from the interstate. Mr. Zarate referred to Dustin and said it the thought it was a quarter of a mile or less than that. Cmr. Flores agreed with the estimate. Cmr. Flores said that going in a certain direction, for people that live on Stuart Place Road, he said that at the intersection, there are gas stations, a bank, eateries and all kinds of doctors and other. He asked Mr. Zarate what made him think that by putting something like that on that piece of property it is going to bring more people when they have everything, they want out there. Mr. Zarate said it was because there are going to be one hundred and forty-four (144) residents living right in front. That that was the reason. Cmr. Flores said wow, okay and that that was fine. Mr. Zarate said that was his answer. Cmr. Flores said he just wanted to make sure Mr. Zarate understood that there is all that kind of stuff that anybody would need if they go quarter of a mile down. Mr. Zarate said that they see the demand because they are in that business. He said they see demand one hundred percent (100%). He said they get the demand and are asked why they don't build another commercial block. He said they just want to tie it together with the multi-family at the front. He said that was the concept and that this is why they were here. That this was it and that he wasn't going to do another multi-family project there.

Chairman Consiglio asked if there was any further discussion.

Cmr. Cruz-Velázquez said she had a question for Mr. Cervantes and Staff. Cmr. Cruz-Velázquez said that she was looking at the list of businesses that are allowed there. She asked if that meant that he could just choose anything from that list or whether he would have to go through some kind of approval process of what he can ultimately put there. Mr. Cervantes explained that if the rezoning goes through, he could do anything from that list that is a permitted use.

Cmr. Perez said the comment he was going to make was that the City has a Master Plan and that this was residential. He said eh agreed with the comments that were made there are plenty of areas there for business opportunities and that this was not the place. Cmr. Perez seconded the motion.

Chrm. Consiglio said there was a motion and a second on denying the rezoning. He asked if there was any further discussion and upon hearing non moved the motion to a vote. There was some hesitation with the vote. Mr. Cervantes said they could also table the motion. Cmr. Perez said that if the motion is denied, they could still go before the City Commission. A change of votes took place The Chairman redid the vote. The motion was denied by a vote of three (3) to two (2), with Commissioners Flores, Perez, and Cruz Velasquez voting to deny the item.

9(c)

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **September 18, 2024**

Agenda Item:

Public hearing amending the City of Harlingen Code of Ordinances, Chapter 34, Offenses and Miscellaneous Provision, Article V, Offenses involving public peace and order, Section 34-114, Noise Disturbances, by adding a provision which exempts properties located within an industrial zone or land use from the noise regulations. Applicant: City of Harlingen. Attachment ***(Planning & Development)***

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

Brief Summary:

Project Timeline

- August 31, 2024 - In accordance with State and local law, notice of required public hearings published in the Valley Morning Star.
- September 11, 2024 - Public hearing and consideration of the ordinance amendment by the Planning and Zoning Commission.
- September 18, 2024 - Consideration of requested ordinance amendment via 1st ordinance reading scheduled before the City Commission.
- October 2, 2024 - Pending approval of 1st ordinance reading, consideration of approval of 2nd ordinance reading scheduled before the City Commission.

Summary

- A company is considering locating in Harlingen but have concerns with city's noise regulations for industrial properties.
- Noise regulations are frequently a point of frustration for owners of industrial properties.
- 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 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 subject to the ordinance.

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

Comments:

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

Planning and Zoning Commission
September 11, 2024 meeting

9(c)

Public hearing and take action to consider an ordinance amending the City of Harlingen Code of Ordinances Chapter 34, Offenses and Miscellaneous Provision, Article V, Section 34-114, Noise Disturbances, by adding a provision which exempts properties located within an industrial zone or industrial land uses from the noise regulations. Applicant: City of Harlingen

Planning and Development Director, Xavier Cervantes, presented the request for a Special Use Permit (SUP) before the Board, as follows:

- A company is considering locating in Harlingen but have concerns with city's noise regulations for industrial properties.
- Noise regulations are frequently a point of frustration for owners of industrial properties.
- Businesses in an industrial zoning should be able to make occasional noise, while they are manufacturing.

Chrm. Consiglio asked industrial zoning is Light Industry?

Xavier Cervantes, Planning and Development Director stated yes.

Chrm. Consiglio stated there are some areas on Expressway 77 and there is some residential in that area.

Xavier Cervantes stated ideally you choose not to live next to an industrial area.

Chrm. Consiglio stated we can approve this since we're always amending these things.

Chrm. Consiglio opened the Public Hearing. Orlando Campos, EDC CEO, presented the following before the Board:

- This item did surface because we are working with this prospect as well.
- They were looking at the industrial areas of the city, those that are zoned industrial.
- We came across this ordinance. This particular company was concerned because of other locations where they've had to deal with noise ordinances.
- One thing that was discovered, was this ordinance is a little vague or rather very broad.
- I don't think it provides, leniency for industrial areas which by nature are somewhat noisy.
- There are certain manufacturing operations that run three shift operations and wouldn't be able to abide by the ordinance.
- That was one of the reasons we encouraged Mr. Cervantes to bring this item before you.
- Focusing on those areas that are industrial.
- A lot of the industrial areas we focus on are located on the east side of the community, near the airport with the exception of our new industrial park.
- Our new industrial park at Roosevelt, located between Roosevelt and Primera Roads on the west side of Interstate 69 which is zoned Light Industrial.
- As we develop that industrial park there will be a fairly sizeable detention pond that will continue to offer buffering between those areas that will be sold in that neighborhood to the west of it.
- As we work with prospects and companies that might be interested in those areas, we want to help ensure the uses are compatible with what exists in the immediate surrounding area with warehouses, distribution as well.

- We want to be good neighbors with the existing neighborhood next door.
- If it is zoned light industrial there might be truck movement and people coming in and out going to work outside of the existing hours you may see in the existing ordinance.
- That was the main reason in bringing this item to you.
- This industrial park is located next to a busy interstate that generates a certain level of noise.

Chrm. Consiglio closed the Public Hearing.

Cmr. Perez made a motion to approve the ordinance amendment. Cmr. Wandy Cruz-Velasquez seconded the motion. The motion passed unanimously.

9(d)

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **September 18, 2024**

Agenda Item:

Public hearing for the voluntary annexation request of an 8.36-acre tract of land legally described as Lot 1, Block 2, Georgette Subdivision, located at the southwest corner of Bass Boulevard and Johnston Lane. Applicant: Georgina and Saul Gonzalez. Attachment ***(Planning & Development)***

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

Funding (if applicable):

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

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

Staff Recommendation:

Staff recommends approval.

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

Comments:

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

9(e)

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **September 18, 2024**

Agenda Item:

Public hearing for the voluntary annexation request of a 56.45-acre tract of land out of Survey 295, Stuart Place Subdivision, located along the South side of Garrett Road approximately 650 feet east of Altas Palmas Road. Applicant: Javier Hinojosa c/o Carlos Snavely. Attachment ***(Planning & Development)***

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

Funding (if applicable):

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

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

Staff Recommendation:

Staff recommends approval.

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

Comments:

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

9(f)

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **September 18, 2024**

Agenda Item:

Public hearing for a substantial amendment to the City of Harlingen's 2023-2024 One Year Action Plan in the amount of $39,000.00 from Vestal Park Lighting Phase III (an existing activity) to Vestal Park Improvements (a new activity). ***(CDBG)***

Prepared By (Print Name): Sandee Alvarez
Title: Community Development Director

Signature:

Brief Summary:

The City of Harlingen (City) is an Entitlement City for funding from U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Program. Public Notice and Public Hearings are required for substantial amendments to our One Year Action Plan(s). A substantial amendment is required when any of the following occur: (1) A change in the use of CDBG money from one activity to another of $50,000.00 or more; (2) Addition of an activity not originally described in the Annual Action Plan; (3) Elimination of an activity originally included in the Annual Action Plan; (4) A change in the purpose of an activity (such as changing a construction project from residential to commercial); (5) A significant change in the location of an activity; or (6) A decrease of 20% or more in the number of low and moderate income beneficiaries.

This Substantial Amendment is required to add a new activity not originally described in the Annual Action Plan as follows:

To reallocate funds from Program Year 49 (2023-2024) in the amount of $39,000 from the Vestal Park Sports Lighting Phase III (an existing activity) to Vestal Park Improvements (a new activity) for the completion of improvements to include a walking trail and/or a basketball court.

The Community Development Advisory Board held a public hearing on Tuesday, August 13, 2024, and recommends approval of the substantial amendment. The comment period will end on September 25th, 2024. There were no comments received during the public hearing on August 13, 2024..

Funding (if applicable):

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

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

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

Staff Recommendation:

Staff recommends approval of the substantial amendment.

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

Comments:

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

10(a)

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **September 18, 2024**

Agenda Item:

Consideration and possible action to adopt an ordinance on first reading for a Special Use Permit ("SUP") to allow an adult business (tattoo studio) in a General Retail ("GR") District located at 117 E. Porte Court, Suite #1, bearing a legal description of Lot 5, Block 1, East Porte Center Subdivision. Applicant: Gabriel Vargas. Attachment ***(Planning & Development)***

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

Brief Summary:

Project Timeline

- August 14, 2024 – Application for Special Use Permit ("SUP") submitted to the City. **(ATTACHMENT I)**
- August 28, 2024 – In accordance with State and local law, notice of required public hearings mailed to all property owners within 200 feet of subject tract.
- August 31, 2024 – In accordance with State and local law, notice of required public hearings published in the Valley Morning Star.
- September 11, 2024 - Public hearing and consideration of requested Special Use Permit by the Planning and Zoning Commission (P&Z).
- September 18, 2024 – Public hearing and consideration of requested SUP via 1st ordinance reading scheduled before the City Commission.
- October 2, 2024 – Pending approval of 1st ordinance reading, consideration of approval of 2nd ordinance reading scheduled before the City Commission.

Summary

- Per the Code of Ordinances, an "adult business" (tattoo shop) use in a "GR" District requires the approval of a Special Use Permit (SUP) by the City Commission.
- Gabriel Vargas, the applicant, is requesting a special use permit to allow a tattoo studio under the name of "Ballistic Ink" out of an existing suite located at 117 E. Porte Court, Suite #1. The suite is approximately 1,250 square feet. **(ATTACHMENT II AND III).**
- Based on the site plan and information submitted by the applicant, the applicant is proposing to operate Monday through Friday from 10 a.m. to 6p.m. and Saturday and Sunday from 11a.m. to 6p.m. Four parking spaces are required and provided in the common parking area. The plaza has a total of 10 parking spaces. **(ATTACHMENT II – IV).**
- Surrounding properties are zoned General Retail ("GR") to the north, south, east, and west. The surrounding land uses within the plaza consist of Revelation Custom Works, LLC, Christian Quality Home Health, and Lone Star Guns. The land uses north, south, and east of the plaza consist of commercial uses and to the west is a vacant lot and the East Gate Mobile Home Park. **(ATTACHMENTS**

V-VII).

- The City of Harlingen Building Inspections Division, Fire Prevention Bureau, and Police Department reviewed the SUP application. The departments reported no objection to the proposed request subject to adhering to the Harlingen Code of Ordinances and procedures administered by each department **(ATTACHMENTS VIII-XI).**
- The applicant must obtain and maintain the proper State and City permits.
- Presently, the Planning and Zoning Department has not received any objections to the request from surrounding property owners.
- In accordance with the zoning ordinance, the P&Z and City Commission may impose requirements and conditions of approval as are needed to ensure that a use requested by a SUP is compatible and complementary to adjacent properties.

Funding (if applicable):

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

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

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

Staff Recommendation:

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

1. Obtaining and maintaining the proper State and City permits;
2. Maintaining the required parking in accordance with city regulations;
3. Hours of operation will be Monday through Friday 10 a.m. to 6 p.m. and Saturday and Sunday 11 a.m. to 6 p.m.
4. Complying with the requirements administered by Planning and Zoning, Building Inspections, Fire Prevention, and Police Departments.

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

Comments:

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

Attachment I

CITY OF HARLINGEN PLANNING AND DEVELOPMENT DEPARTMENT
MASTER APPLICATION

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

Project Address 117 East Port Ct #1 Nearest Intersection 499 + Harrison

(Proposed) Subdivision Name _____ Lot _____ Block _____

Existing Zoning Designation Commerical Future Land Use Plan Designation _____

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

Applicant/Authorized Agent Gabriel Vargas Phone 9563574944 FAX _____

Email Address (for project correspondence only): Ballisticgabe06@gmail.com

Mailing Address 117 East Port Ct #1 City Harlingen State TX Zip 78550

Property Owner Cazandra Pelos Santos Phone 956 778-6976 FAX _____

Email Address (for project correspondence only): Christian.~~quality@yahoo.com~~ quality@yahoo.com

Mailing Address 113 East Port Ct City Harlingen State TX Zip 78550

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

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

PAID 08-14-24

Please provide a basic description of the proposed project: Move Business sight of existing tattoo shop to new location. Ballistic Ink / 10Am - 6Pm

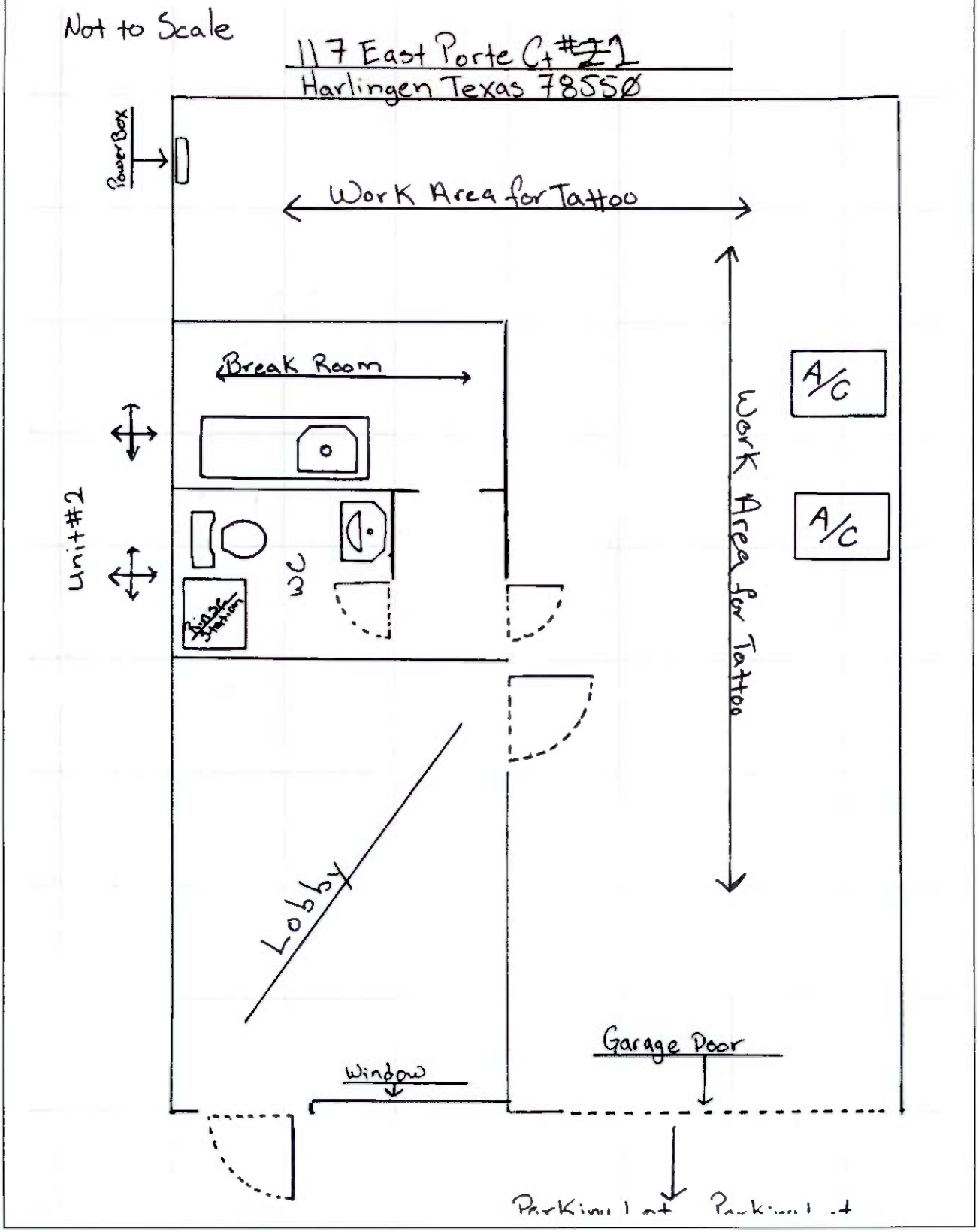
I hereby certify that I am the owner and/or duly authorized agent of the owner for the purposes of this application. I further certify that I have read and examined this application and know the same to be true and correct. If any of the information provided on this application is incorrect the permit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

Applicant's Signature _____ Date 08-14-24

Property Owner(s) Signature Cazandra Pelos Santos Date 08/14/24

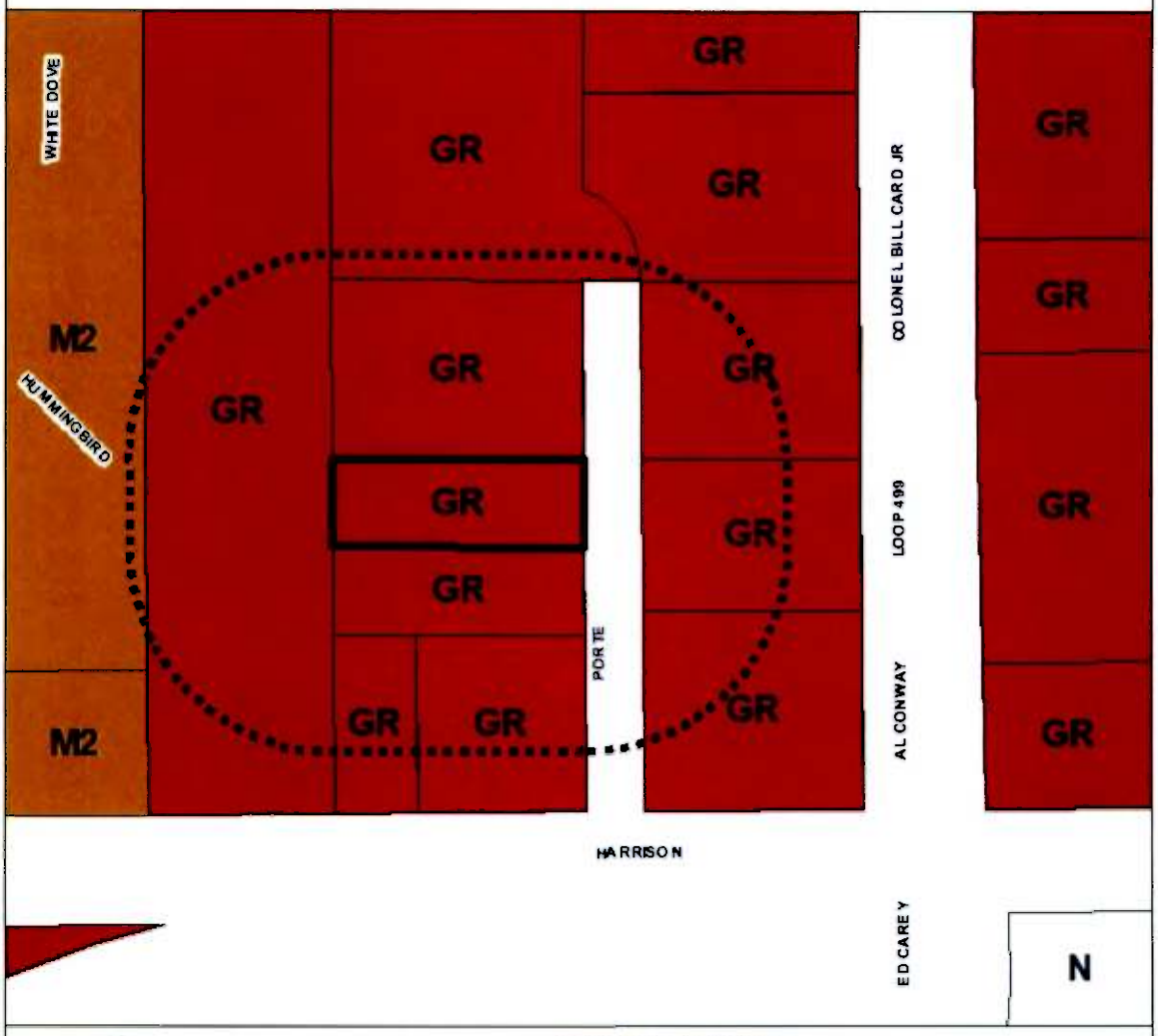
Accepted by _____ Date _____

Attachment II



Attachment III

Request for a Special Use Permit ("SUP") to allow an adult business (tattoo studio) in a General Retail ("GR") District located at 117 E. Porte Court, Suite #1, bearing a legal description of Lot 5, Block 1, East Porte Center Subdivision. Applicant: Gabriel Vargas



N

0 50 100

Feet

Boundary lines

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

Zoning Designations

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

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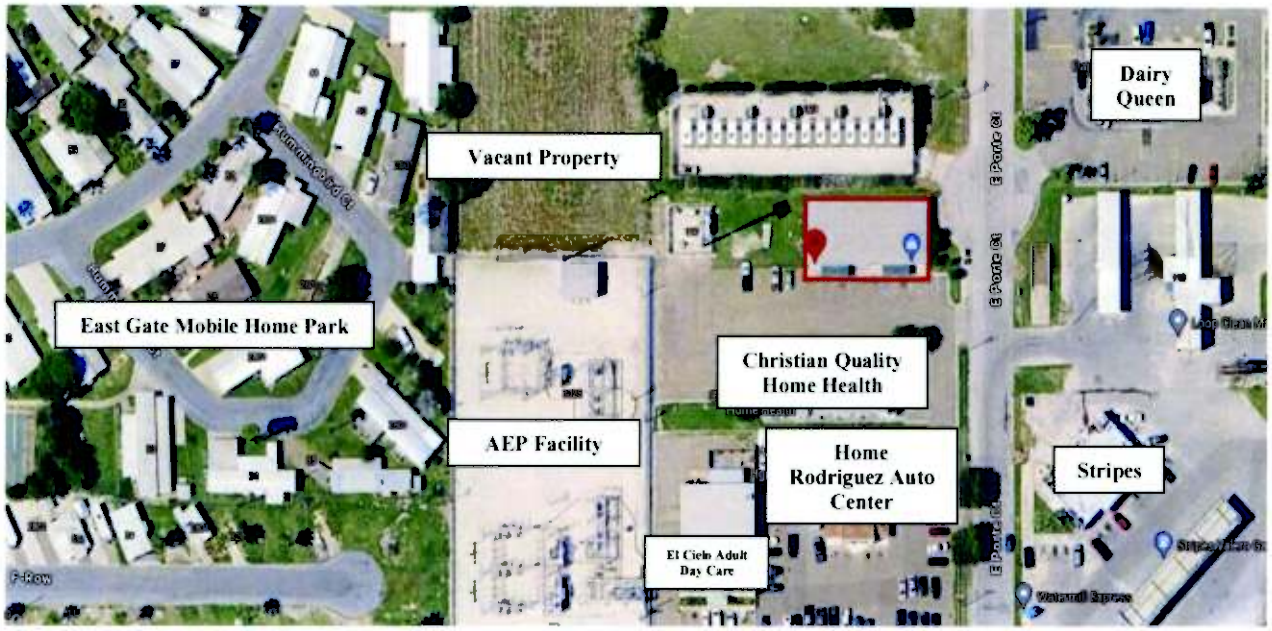
Attachment IV

Attachment V



Attachment VI

CITY OF HARLINGEN TEXAS

Specific Use Permit ("SUP") Routing Slip

Applicant: Gabriel Vargas

Phone No.: (956) 357-4944

Location: 117 E. Porte Ct., Ste 1

Project Description: Request for a Special Use Permit (SUP) to allow an adult business (Tattoo Shop) in a General Retail ("GR") District located at 117 E. Porte Ct., Suite 1.

Department: Fire Prevention Bureau

Approval: __X__YES __ NO

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

Fire Marshal Juan Sauceda Jr.

Juan Sauceda Jr

Date: August 22, 2024

Attachment VII

CITY OF HARLINGEN TEXAS

Specific Use Permit ("SUP") Routing Slip

Applicant: Gabriel Vargas

Phone No.: (956)357-4944

Location: 117 E. Porte Ct., Ste 1

Project Description: Request for a Special Use Permit (SUP) to allow an adult business (tattoo shop) in a General Retail ("GR") District located at 117 E. Porte Ct., Suite 1.

Department: _____

Approval: **X** YES _____ NO

Comments:

A Building Permit application and complete set of plans must be submitted to the building department office for the proposed use. To comply with the 2018 International Building Code and Family of Codes.

08/21/2024

Signature **Date**

Attachment VIII

CITY OF HARLINGEN TEXAS

Specific Use Permit ("SUP") Routing Slip

Applicant: Gabriel Vargas

Phone No.: (956)357-4944

Location: 117 E. Porte Ct., Ste 1

Project Description: Request for a Special Use Permit (SUP) to allow an adult business (tattoo shop) in a General Retail ("GR") District located at 117 E. Porte Ct., Suite 1.

Department: HARLINGEN POLICE DEPT.

Approval: ✓ YES ____ NO

Comments:

Signature

9-7-2024

Date

ORDINANCE NO. 24-_____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES (ORDINANCE NO. 16-8) OF THE CITY OF HARLINGEN: TO ISSUE A SPECIAL USE PERMIT (SUP) TO ALLOW AN ADULT BUSINESS (TATTOO STUDIO) IN A GENERAL RETAIL ("GR") DISTRICT LOCATED AT 117 E. PORTE COURT, SUITE #1, BEARING A LEGAL DESCRIPTION OF LOT 5, BLOCK 1, EAST PORTE COURT SUBDIVISION. APPLICANT: GABRIEL VARGAS

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

BE IT ORDAINED BY THE CITY OF HARLINGEN

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

Special Use Permit (SUP) to allow an adult business (tattoo studio) in a General Retail ("GR") District located at 117 E. Porte Court, Suite #1, bearing a legal description of Lot 5, Block 1, East Porte Court Subdivision subject to:

1. Obtaining and maintaining the proper State and City permits;
2. Maintaining the required parking in accordance with city regulations;
3. Hours of operation will be Monday through Friday 10 a.m. to 6 p.m. and Saturday and Sunday 11 a.m. to 6 p.m.
4. Complying with the requirements administered by Planning and Zoning, Building Inspections, Fire Prevention, and Police Departments

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

herewith zoned for particular land uses; with the Planning and Development Director being herewith instructed and authorized to document such Zoning Map changes and revisions.

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

FINALLY ENACTED this ____ day of _____, 2024 at a regular meeting of the Elective Commission of the City of Harlingen, Texas at which a quorum was present and which was held in accordance with TEXAS GOVERNMENT CODE, CHAPTER 551.

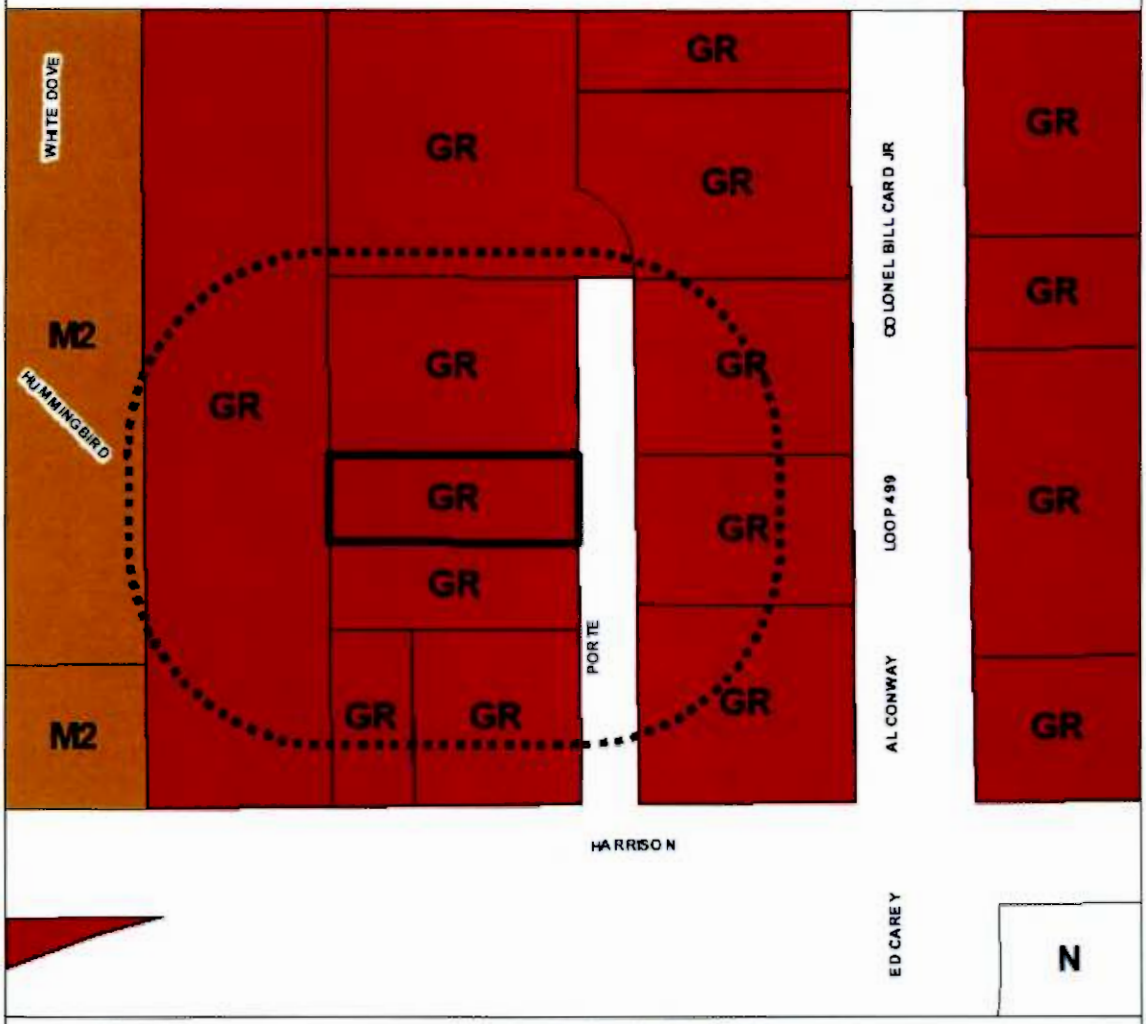
CITY OF HARLINGEN

_____
Norma Sepulveda, Mayor

ATTEST:

_____
Amanda C. Elizondo, City Secretary

Request for a Special Use Permit ("SUP") to allow an adult business (tattoo studio) in a General Retail ("GR") District located at 117 E. Porte Court, Suite #1, bearing a legal description of Lot 5, Block 1, East Porte Center Subdivision. Applicant: Gabriel Vargas



N

0 50 100

Feet

Boundary lines

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

Zoning Designations

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

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10(b)

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **September 18, 2024**

Agenda Item:

Consideration and possible action to adopt an ordinance on first reading for a rezoning request from Residential, Single Family ("R-1") District to Neighborhood Services ("NS") District for 1.73 acres of land out of Block 6, Section 297, Stuart Place Resubdivision, located on the southeast corner of Stuart Place and Brennaman Roads. Applicant: Moore Land Surveying, LLC c/o Zarate Home Designs, LLC. Attachment ***(Planning & Development)***

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

Brief Summary:

Project Timeline

- August 20, 2024 – Application for rezoning submitted to the City. **(ATTACHMENT I).**
- August 27, 2024 – 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.
- August 31, 2024 – In accordance with State and local law, notice of the required public hearing was published in the Valley Morning Star.
- September 11, 2024 - Public hearing and consideration of the requested rezoning by the Planning and Zoning Commission (P&Z).
- September 18, 2024 – Public hearing and consideration of requested rezoning via 1st ordinance reading scheduled before the City Commission.
- October 2, 2024 – Pending approval of 1st ordinance reading, consideration of approval of 2nd ordinance reading scheduled before the City Commission.

Summary

- The applicant is requesting to rezone the subject property from Residential, Single Family, ("R-1") District to Neighborhood Services ("NS") District to allow for a business or businesses to serve the surrounding residential areas. (**ATTACHMENT I**).

- The subject property is located at the southeast corner of Stuart Place and Brennaman Roads. The property is currently vacant. **(ATTACHMENT III).** The land has approximately 344.42 feet of frontage along Brennaman Road and approximately 147.91 feet of frontage along Stuart Place Road. Stuart Place Road is a four-lane road with 47 feet of pavement from the back of curb to back of curb. Brennaman Road is a 20-foot-wide paved two-lane road without curb and gutter.

- The surrounding properties are zoned Residential, Single-Family ("R-1") to the south, east, and west, and Residential, Multi-Family ("M-2") to the north.

Surrounding land uses include single family residences to the south and east, the Harlingen Fire Department Station 2 to the west, and vacant land to the north. **(ATTACHMENT IV)**

- An exhibit has been prepared, showing what is allowed by right, what is allowed with a Special Use Permit, and what is prohibited in this zoning category. Neighborhood Services is an area designated to serve the domestic needs of the immediate neighborhood and with specific additional uses as indicated in section 111.62 of the City of Harlingen Code of Ordinances. **(ATTACHMENT VI)**

- The Future Land Use Plan component of the City of Harlingen's Vision 2020 Comprehensive Plan shows this area as low density residential. While the request is not consistent with the Future Land Use Plan or the surrounding land uses, Planning staff believes the area is going through a transition, and therefore recommends approval of the rezoning request. In addition, Stuart Place is a four-lane roadway, that makes it conducive to commercial development. (**ATTACHMENT VII**).

- The proposed Trinity Heights Phase I Subdivision preliminary construction plans and final plat was approved by the Planning and Zoning Commission on March 22, 2023 subject to a list of conditions from the different City departments. **(ATTACHMENT V)**

- To the present, the Planning and Zoning Department has received one phone call from a citizen inquiring about the rezoning, but no phone calls in opposition from the surrounding property owners regarding the proposed request. Staff mailed out 15 notices to surrounding property owners.

Funding (if applicable):

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

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

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

Staff Recommendation:

Staff recommends approval of the rezoning request.

City Manager's approval: GG ☑ 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 INFORMATON: (*Please* **PRINT** *or* **TYPE**)

Project Address BRENNAMAN RD. Nearest Intersection STUART PLACE RD. & BRENNAMAN RD.

(Proposed) Subdivision Name TRINITY HEIGHTS PHASE I Lot _____ Block _____

Existing Zoning Designation SF Future Land Use Plan Designation NEIGHBORHOOD SERVICES

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

Applicant/Authorized Agent MOORE LAND SURVEYING Phone 956-245-4651 FAX _____

Email Address (for project correspondence only): D.MOORELANDSURVEYING@GMAIL.COM

Mailing Address 14216 PALIS DR City LA FERIA State TX Zip 78559

Property Owner ZARATE HOME DESIGNS, LLC Phone 956-561-9587 FAX _____

Email Address (for project correspondence only): oscar@zaratehomedesigns.com

Mailing Address 1992 DATE PALM DR. City MERCEDES State TX Zip 78570

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

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

Please provide a basic description of the proposed project: RE-ZONE EXISTING 1.73 AC. TRACT FROM SINGLE FAMILY TO NEIGHBORHOOD SERVICES

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.

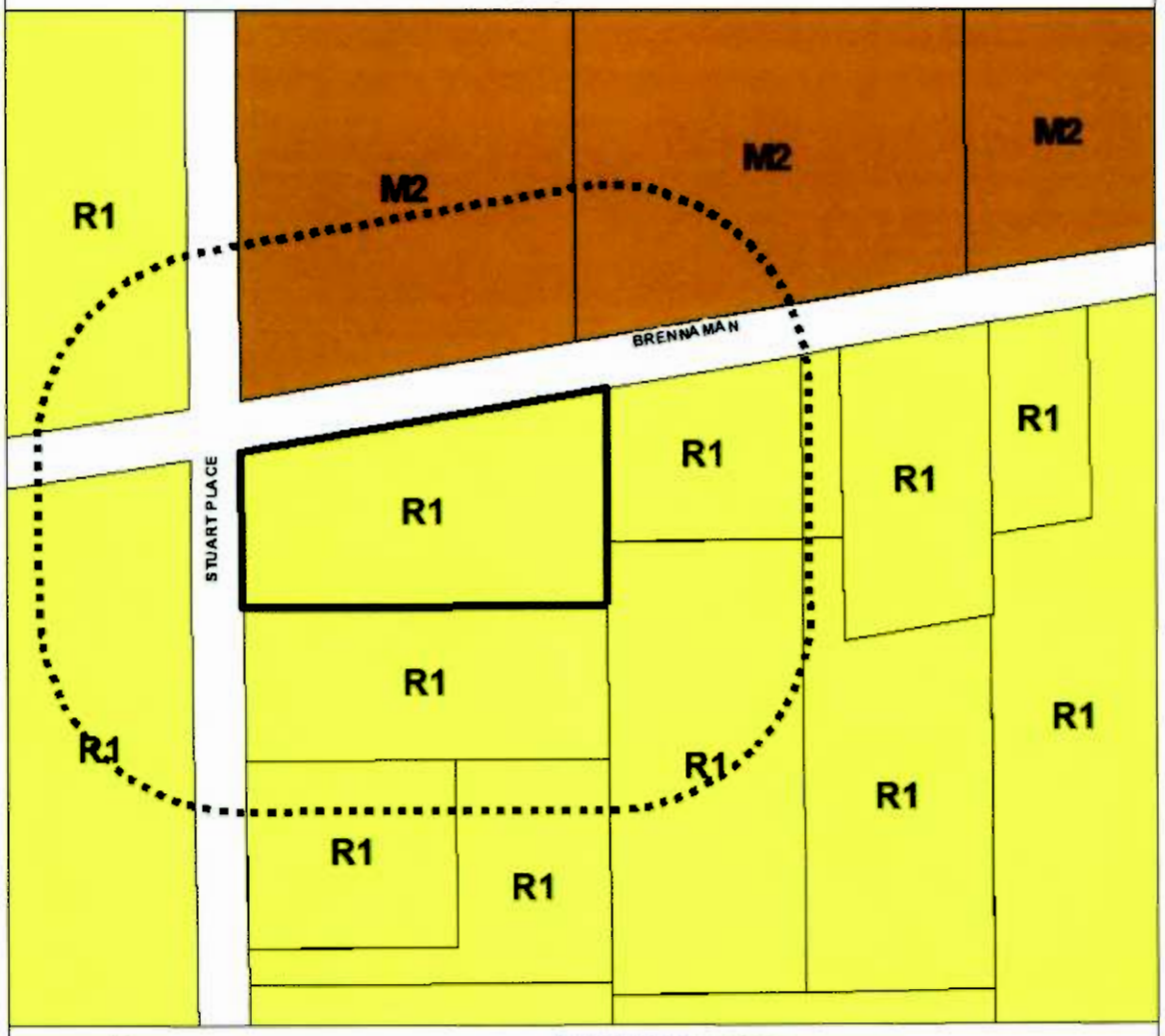
Applicant's Signature: DUSTIN MOORE DUSTIN MOORE 2024.08.20 14:58:27 -05'00' Date: 8/20/24

Property Owner(s) Signature: DUSTIN MOORE DUSTIN MOORE 2024.08.20 14:58:37 -05'00' Date: 8/20/24

Accepted by: _____ Date: _____

Attachment II

Request to rezone from Residential, Single Family ("R-1") District to Neighborhood Services ("NS") District for 1.73 acres of land out of Block 6, Section 297, Stuart Place Resubdivision, located at the southeast corner of Stuart Place and Brennaman Roads. Applicant: Moore Land Surveying, LLC c/o Zarate Home Designs, LLC



N

0 50 100

Feet

Boundary lines

- Harlingen city limits.shp
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- Subject Property

Zoning Designations

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- Multi Family Residential (M2)
- Mobile Home Residential (MH)
- Not-Designated (N)
- Neighborhood Services (NS)
- Office (O)
- Planned Development (PD)
- Single Family Residential (R1)
- Duplex Residential (R2)
- Residential Patio Home (RPH)

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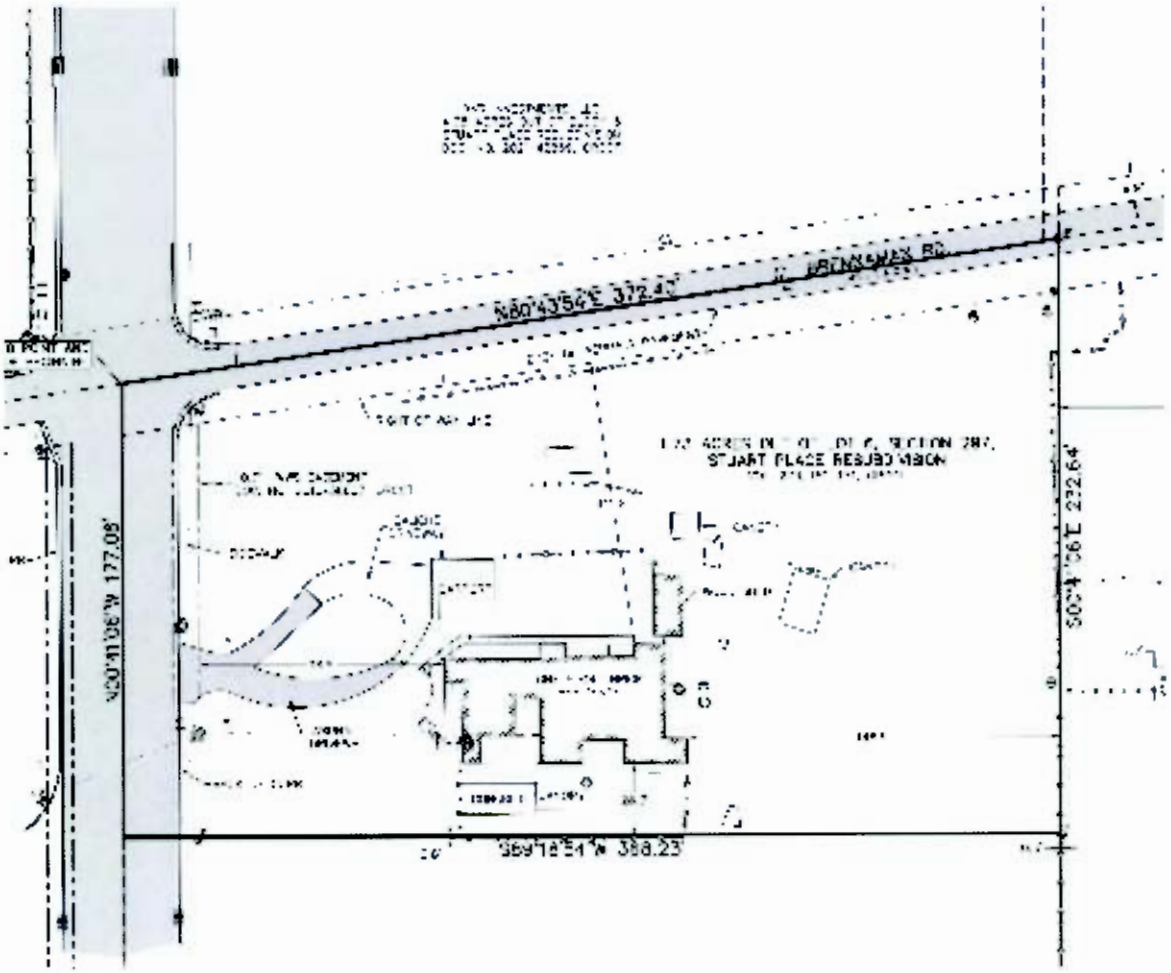
Attachment III – Survey



Moore Land Surveying, LLC

14216 Palis Drive, La Feria, TX 78559 (956)245-0988 TBPLS Firm No. 10194186

August 20, 2024

METES AND BOUNDS
1.73 ACRES OF LAND

BEING 1.73 ACRES OF LAND OUT OF LOT 6, SECTION 297, STUART PLACE RESUBDIVISION, RECORDED IN VOLUME 5, PAGE 43, MAP RECORDS OF CAMERON COUNTY, TEXAS, BEING THE TRACT OF LAND DESCRIBED IN VOLUME 273, PAGE 131, OFFICIAL RECORDS OR CAMERON COUNTY, TEXAS; SAID 1.73 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 6, BEING ON THE INTERSECTION OF STUART PLACE ROAD (HAVING 60 FEET OF APPARENT RIGHT OF WAY) AND BRENNAMAN ROAD (HAVING 40 FEET OF RIGHT OF WAY), FOR THE NORTHWEST CORNER AND **POINT OF BEGINNING** OF THE TRACT HEREIN DESCRIBED;

1) **THENCE** ALONG THE NORTH BOUNDARY OF LOT 6 AND THE CENTERLINE OF BRENNAMAN ROAD, **NORTH 80 DEG. 43 MIN. 54 SEC. EAST** A DISTANCE OF **372.40 FEET** TO A NAIL FOUND FOR THE NORTHEAST CORNER OF LOT 6, FOR THE NORTHEAST CORNER OF THE TRACT HEREIN DESCRIBED;

2) **THENCE** ALONG THE EAST BOUNDARY OF LOT 6, **SOUTH 00 DEG. 41 MIN. 06 SEC. EAST**, AT A DISTANCE OF 20.23 FEET PASS THE SOUTH RIGHT OF WAY OF BRENNAMAN ROAD, A TOTAL DISTANCE OF **232.64 FEET** TO AN IRON ROD FOUND FOR THE NORTHEAST CORNER OF A 1.27 ACRE TRACT OF LAND DESCRIBED IN DOCUMENT NO. 2000-24040, OFFICIAL RECORDS OF CAMERON COUNTY, TEXAS, FOR THE SOUTHEAST CORNER OF THE TRACT HEREIN DESCRIBED;

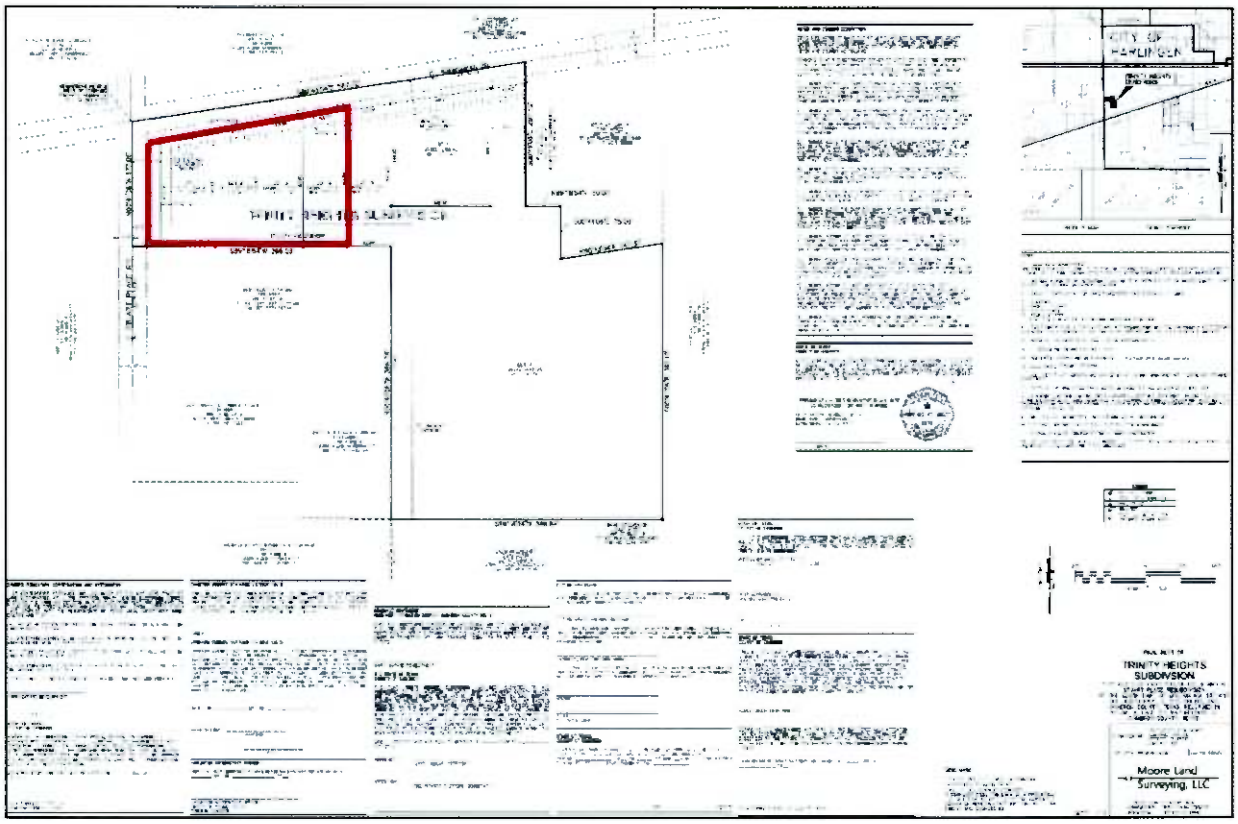
3) **THENCE** LEAVING THE EAST BOUNDARY OF LOT 6, ALONG THE NORTH BOUNDARY OF SAID 1.27 ACRE TRACT, **SOUTH 89 DEG. 18 MIN. 54 SEC. WEST**, AT A DISTANCE OF 338.23 FEET PASS AN IRON ROD FOUND ON THE EAST RIGHT OF WAY OF STUART PLACE ROAD, A TOTAL DISTANCE OF **368.23 FEET** TO A POINT ON THE WEST BOUNDARY OF LOT 6, BEING ON THE CENTERLINE OF STUART PLACE ROAD, FOR THE SOUTHWEST CORNER OF THE TRACT HEREIN DESCRIBED;

4) **THENCE** ALONG THE WEST BOUNDARY OF LOT 6 AND THE CENTERLINE OF STUART PLACE ROAD, **NORTH 00 DEG. 41 MIN. 06 SEC. WEST** A DISTANCE OF **177.06 FEET** TO THE **POINT OF BEGINNING**; CONTAINING 1.73 ACRES OF LAND WITHIN THESE METES AND BOUNDS.

BASIS OF BEARINGS ARE AS PER THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD 83.

Attachment IV - Aerial

Attachment V – Trinity Heights I Subdivision Plat



Attachment VI – Neighborhood Services District
Uses Permitted by right • One-family dwelling • Two-family dwelling/duplex • Three-family dwelling/triplex • Four-family dwelling/fourplex • Multifamily and apartments • Garden home/patio homes • Townhouses • Condominium • Assisted living facility/group home • Church • Community Center • Convent • Kindergarten School • Farm/ranch/orchard/garden • Florist/Garden Shop • Fraternity/sorority/civic lodge • Hospital • Nursing home • Park/playground/golf course • School, public, private or parochial • Tennis and/or swim club • Electrical substation • Fire station/police station • Sewage pump station • Telephone line exchange building • Accessory buildings • Field Offices, temporary • Home Occupations • Signs/general • Signs, business and pole signs • Swimming pool • Auto parking lot • Gasoline station • Antique shop • Bakery, retail sales • Candy or cake • Custom personal service shop • Day nursery/day care center (adult or child) • Drapery shop • Household appliance service/repair • Pharmacy • Neighborhood club • Offices, professional/administrative • Stationary/letter/office supplies shop

Attachment VI – Neighborhood Services District
Uses permitted with a Special Use Permit • Airport • Call center • Fairgrounds/exhibition area • Food Truck Park • Sober living house • Radio/TV, or microwave tower • Railroad tracks and R.O.W. • Bank, office only • Beds and breakfast • Retail shops and stores • Photography/art/music studio • Tortilla factory Prohibited Uses • Bulk storage in the open of scrap or used materials • Distribution center • Light Industry manufacturing • Welding shop • Vet, clinics and kennels • Radio/TV studio • Storage warehouse • Sexually oriented business • Scientific and research lab • Restaurant with drive-in service • Restaurant without drive-in • Recycling center, non-ferrous • Recycling center, ferrous • RR team track/passenger station • Outdoor music establishment • Newspaper printing • Mortuary • Pet shop • Mini storage units • Laundry plant • Job printing • Hotel/motel • Handicraft shop • Greenhouse or nursery, retail • Furniture/appliance storage, repair and/or sale (used, outside) • Feed store • Farmer's Market • Engine/motor repair • Drive-in theater • Dance/reception hall (alcohol permitted) • Dance/reception

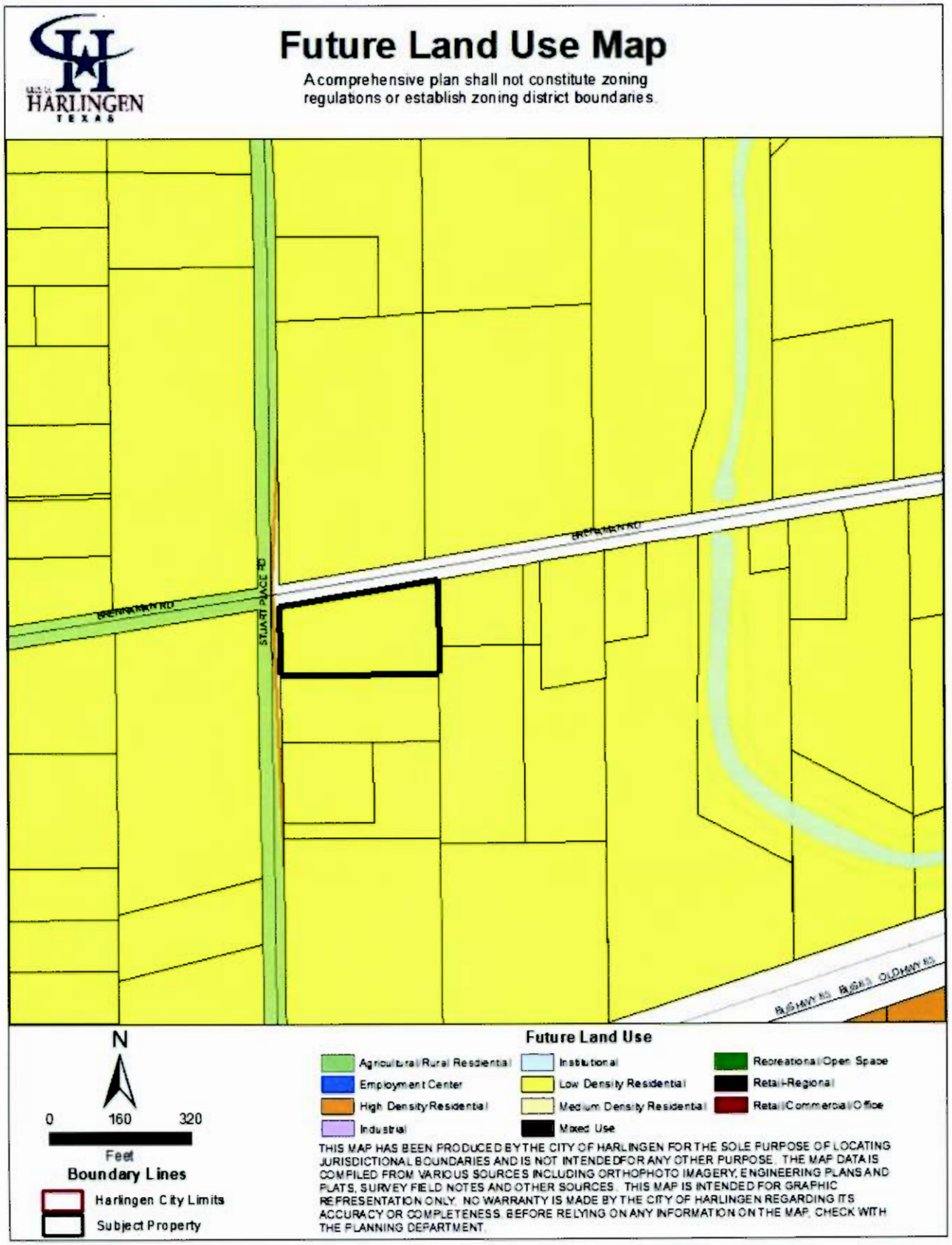
Attachment VI – Neighborhood Services District
Prohibited Uses • Contractor shop and storage yard • Contractor, shop plumbing • Contractor, electric • Commercial amusements, outdoor • Commercial amusements, indoor • Cleaning, dyeing and pick up shop • Cleaning, dyeing plant, commercial • Carpet cleaning business • Cafeteria • Cabinet or upholstery shop • Building material sales • Bowling alley • Beauty shop/barbershop • Bars/lounges • Bank, with drive-through window • Auction house, outside • Auction house, inside • Air condition contractor • Adult business • Wrecking salvage yard • Used auto parts • Towing, wrecked vehicle storage • Truck parking lot • Trailer rental/sales • Taxi stand • New auto parts • New and used car lot • Mobile home repairs • Mobile home sales • Heavy machinery, sales and storage • Farm equipment sales • Drag strip or commercial racing • Carwash • Auto sales and repair • Auto paint and rebuild • Storage building greater than 144 square feet • Storage building less than 144 square feet • Signs, billboards • Portable building greater than 144 square feet • Portable building less than 144 square feet • Solar Farm • Schools, trade and commercial • Open air business • Halfway house

Attachment VI – Neighborhood Services District

Prohibited Uses

- Aboveground petroleum storage tank
- Golf driving range
- Community residential facility

Attachment VII – Future Land Use Map



Attachment VIII – Street View

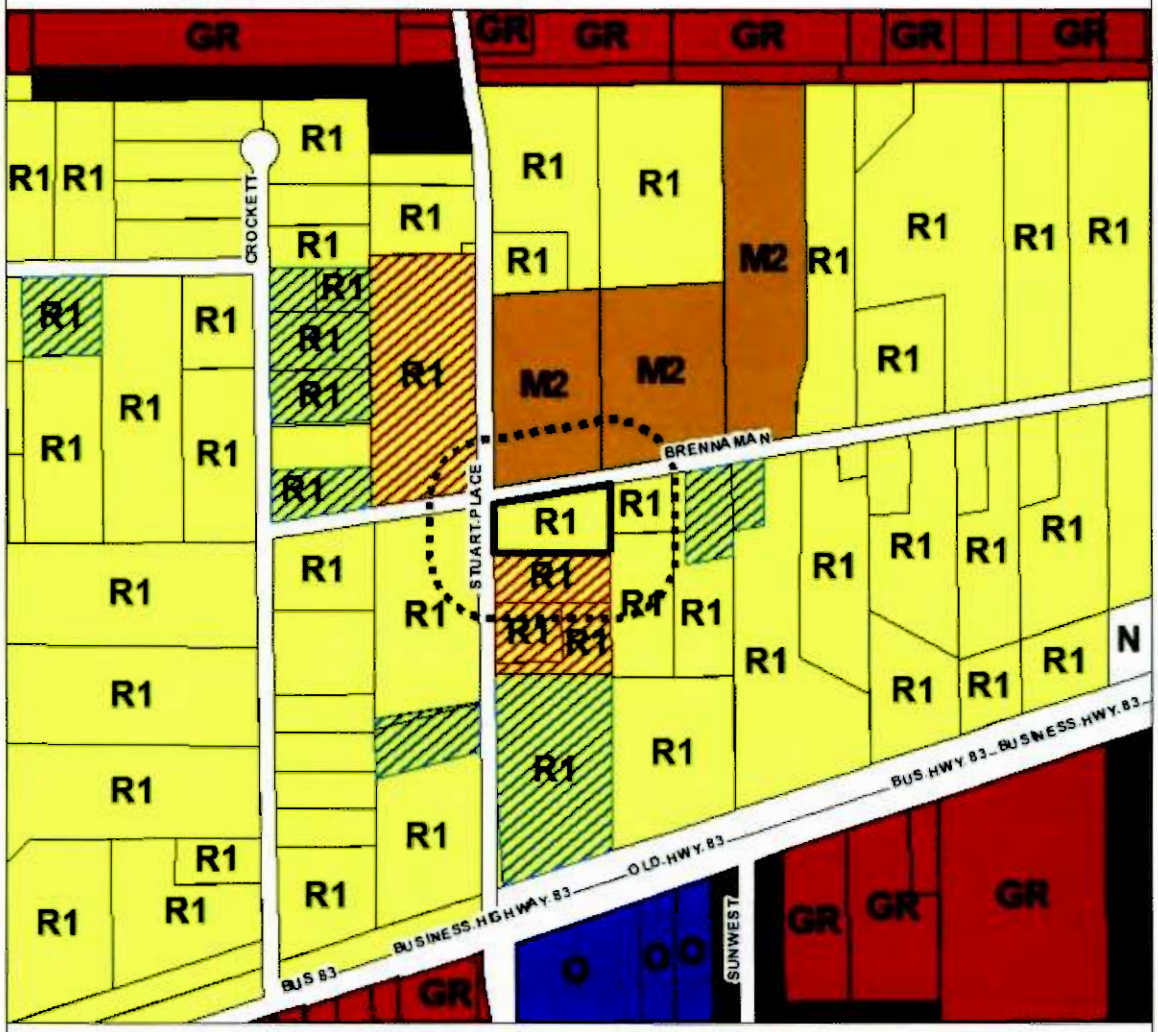
Street View from Brennaman

Attachment VIII – Street View

Street View from Stuart Place

Attachment X – Opposition Map

Request to rezone from Residential, Single Family ("R-1") District to Neighborhood Services ("NS") District for 1.73 acres of land out of Block 6, Section 297, Stuart Place Resubdivision, located at the southeast corner of Stuart Place and Brennaman Roads. Applicant: Moore Land Surveying, LLC c/o Zarate Home Designs, LLC



N

0 150 300

Feet

Boundary lines

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

Zoning Designations

- General Retail (GR)
- Heavy Industry (HI)
- Light Industry (LI)
- 3/4 Plex Residential (M1)
- Multi Family Residential (M2)
- Mobile Home Residential (MH)
- Not-Designated (N)
- Neighborhood Services (NS)
- Office (O)
- Planned Development (PD)
- Single Family Residential (R1)
- 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 09.12.2024

Attachment X – Opposition Calculation

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 Neighborhood Services ("NS") District for 1.73 acres of land out of Lot 6, Section 297, Stuart Place Resubdivision, located at the southeast corner of Stuart Place and Brennaman Roads. Applicant: Moore Land Surveying, LLC c/o Zarate Home Designs, LLC

Area of 200 ft. Radius and Subject Property	11.156837 acres
Area of Subject Property:	1.787889 acres
Notification Area:	9.368948 acres
Area of Opposition:	3.574203 acres

3.574203 acres / 9.368948 = 0.3814 = **38.14%**

Attachment IX – Opposition

Sol Nunez

From: Dr. David Woolweaver <drwoolweaver@yahoo.com>
Sent: Friday, September 6, 2024 5:10 PM
To: Sol Nunez; David Woolweaver
Subject: Public Hearing for Rezoning

September 6, 2024

Miss Nunez

My wife and I reside at 929 Stuart Place Road, Harlingen, TX 78552 and done so for 50 years! Stuart Place has been a quiet residential area for many years, but with great potential as there are several undeveloped areas on Stuart Place that are perfect for large lot high dollar homes.

I received notice of a Public Hearing to rezone Stuart Place resubdivision from Single Family (R-1) to Neighborhood Services (NS) on 1.73 acres of land out of Lot 6, Section 297.

I strongly oppose any rezoning that would substantially down grade Single Family zoning to Neighborhood Services, a vague designation would could result in activity not in the least advantageous for a residential neighborhood.

There is no need to down grade zoning thereby reducing property values and the potential for future development to permit unnecessary and unneeded services when there are already two convenience stores within 600 feet of the proposed rezoning request.

Respectively submitted,

Dr. David Woolweaver
Jeanine Woolweaver

Attachment X – Opposition

CITY OF HARLINGEN SEPT. 11,2024

PLANNING AND DEVELOPMENT

Re: rezoning request for southeast corner of Stuart Place and Brennaman Roads

PLEASE FIND THE FOLLOWING UNDERSIGNED AS OPPOSED TO THE REZONING FROM R1 TO NS.

Jack Chapman Jack Chapman 925 S. STUART Place

Jesus & Ana Aguilar 6613 Brennaman Rd.

John C. Yeager John C Yeager 921 S. STUART Pl

Linda Allan 825 Crockett Rd Harlingen Tx 78550

D Brennaman 929 STUART PL RD, HAL, TX 78552

Stuart Place Road Property Owners

September 11, 2024

To: Planning and Zoning Commission

Subject: Notice of Public Hearing for Rezoning

This letter serves to officially notify the Planning and Zoning Commission of the collective opposition of the property owners on Stuart Place Road and vicinity to the request to rezone Residential, Single Family (R-1) District to Residential, Neighborhood Services for 1.73 acres of land out of Lot 6, Section 297, Stuart Place Resubdivsion, located at the Southeast corner of Stuart Place and Brennaman Roads.

Signed Petition attached.

Respectfully submitted,

Allan & Terrie Crockett
825 Crockett Rd Harlingen, TX 78552

Attachment X – Opposition

PETITION SUBMITTED TO

Harlingen Planning and Zoning Commission

September 11 2024

Subject Matter The property owners on Stuart Place Road and vicinity respectively petition the Harlingen Planning and Zoning Commission to **DENY** the Rezoning request as submitted

Request to rezone from Residential Single Family (R-1) District to Residential Multi-family District (M-2) District for 1 73 acres of land out of Lot 6, Section 297, Stuart Place Resubdivision and 4 59 acres of land out of Lot 8 Section 297 Stuart Place Resubdivision located at the Southeast corner of Stuart Place and Brennaman Road

Person lodging this petition is

Name Allan Crockett

Address: 825 Crockett Rd Harlingen, TX 78552

Signature:

Name: Terrie Crockett

Address 825 Crockett Rd Harlingen TX 78552

Signature:

Name:

Address

Signature:

Attachment X – Opposition

PETITION SUBMITTED TO

Harlingen Planning and Zoning Commission

September 11, 2024

Subject Matter: The property owners on Stuart Place Road and vicinity respectively petition the Harlingen Planning and Zoning Commission to **DENY** the Rezoning request as submitted.

Request to rezone from Residential, Single Family (R-1) District to Residential, Multi- family District (M-2) District for 1.73 acres of land out of Lot 6, Section 297, Stuart Place Resubdivsion and 4.59 acres of land out of Lot 8, Section 297, Stuart Place Resubdivsion, located at the Southeast corner of Stuart Place and Brennaman Road.

Name: Rebecca Rangel
Address: 6609 Brennemen Rd, Harlingen
Signature: Rebecca V Rangel

Name: Vicky Dean Matthes
Address: 16296 Crockett Rd, Harlingen, Tx 78552
Signature: [illegible]

Name: George & Thelma Reynolds
Address: 16421 Rd 684 Harlingen Tx 78552
Signature: [illegible]

Name: Lori & Brent Rodgers
Address: 821 Crockett Rd. Harlingen Tx 78552
Signature: [illegible]

Attachment X – Opposition

PETITION SUBMITTED TO

Harlingen Planning and Zoning Commission

September 11 2024

Subject Matter: The property owners on Stuart Place Road and vicinity respectively petition the Harlingen Planning and Zoning Commission to **DENY** the Rezoning request as submitted

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Name [illegible]

Address: [illegible]

Signature: [illegible]

Name:

Address

Signature:

Name:

Address

Signature:

Name:

Address

Signature:

Attachment X – Opposition

PETITION SUBMITTED TO

Harlingen Planning and Zoning Commission

September 11, 2024

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Name: Eddie Sadler

Address: 25809 Crockett Rd, Harlingen,TX 78552

Signature: Eddie Sadler

Name: Becky Sadler

Address: 25809 Crockett Rd, Harlingen,TX 78552

Signature: Becky Sadler

Name:

Address:

Signature:

Name:

Address:

Signature:

Attachment X – Opposition

PETITION SUBMITTED TO

Harlingen Planning and Zoning Commission

September 11, 2024

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Name: DR DAVID & JEANINE WOOLWEAVER
Address: 929 STUART PLACE RD
Signature: DR Woolweaver

Name: ROBERT MCGEE
Address: 26136 S. STUART PLACE
Signature: Robert E McGee

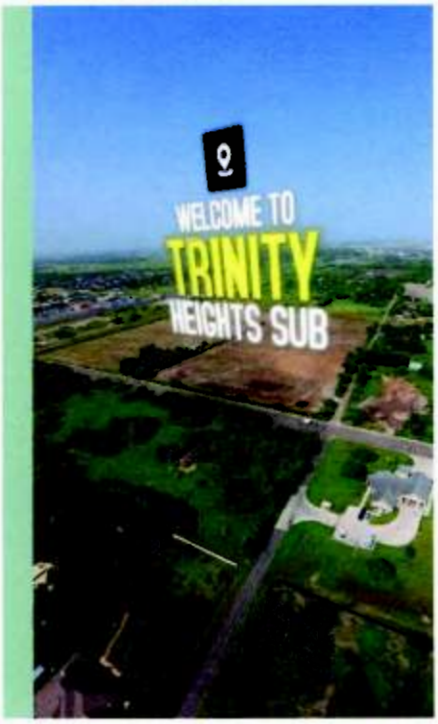
Name:
Address:
Signature:

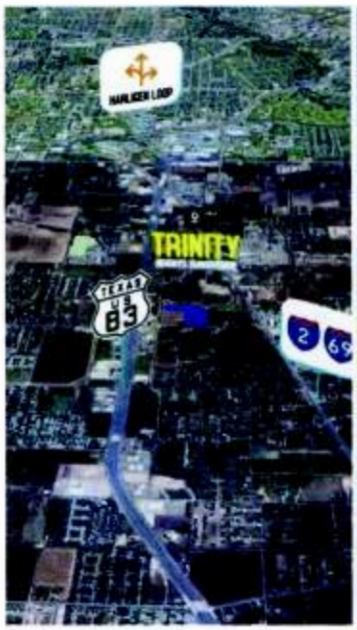
Name:
Address:
Signature:

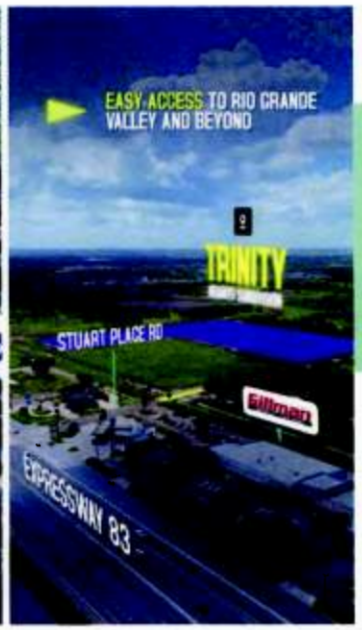
ZARATE
HOME'S & DESIGNS

TRINITY HEIGHTS SUBDIVISION

Where dreams find their home!



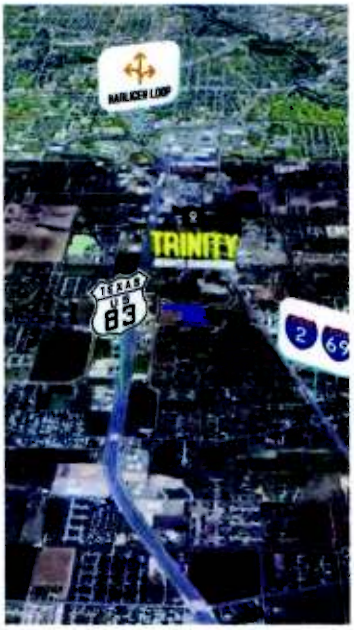




STRATEGIC LOCATION

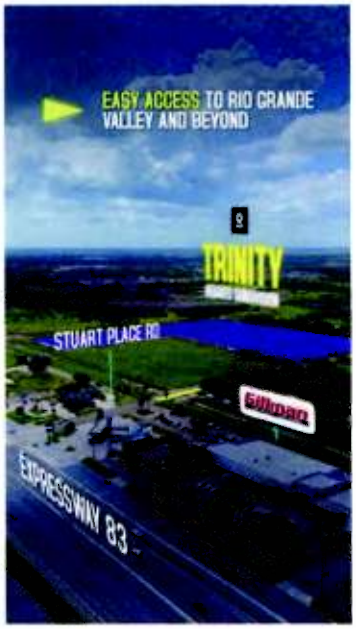
Strategically located off the Expressway, Trinity Heights offers unmatched connectivity and convenience.

Perfectly situated to enhance your lifestyle!



HARLINGEN LOOP ACCESS

Direct access to Harlingen Loop – Gateway to local amenities and main thoroughfares, connecting you to the wider Rio Grande Valley.



EASY ACCESS

Easy access to Rio Grande Valley and beyond. Trinity Heights offers a seamless transition from peaceful suburbia to bustling city life.

COMMERCIAL OPPORTUNITIES

Prime commercial parcels available! Position your business in the heart of a thriving community at our Commercial Plaza.

MULTI-FAMILY

COMMERCIAL

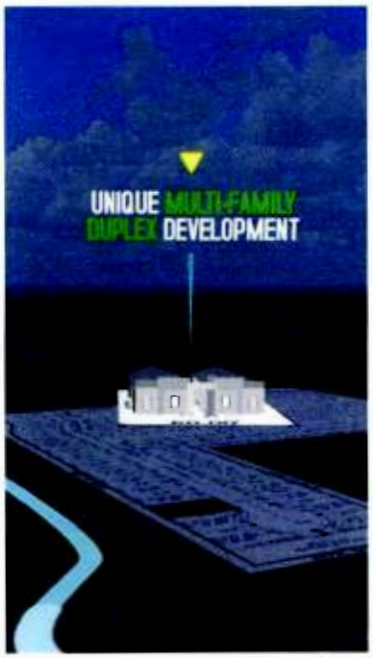
DUPLEX UNITS

LUXURY DUPLEX UNITS

Introducing Luxury Duplex Units – Modern living with cutting-edge design and amenities. Experience the best of city living in a vibrant community.

UNIQUE MULTI-FAMILY DEVELOPMENT

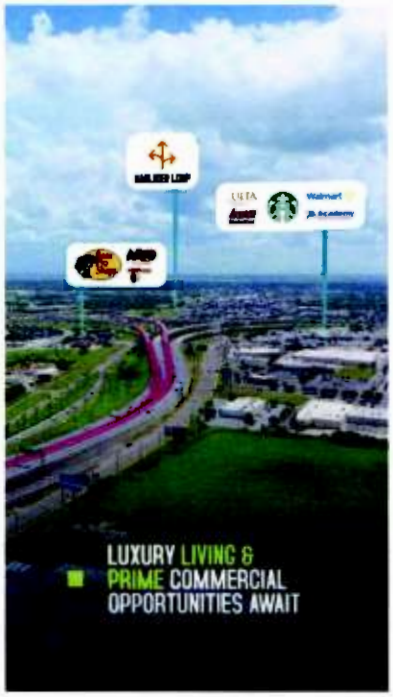
Explore our unique Multi-Family Duplex Development. A blend of style, comfort, and practicality designed for modern families.



IDEAL LOCATION

15.99
ACREES

Explore 15.99 acres at the crossroads of Interstates 2 and 83 on Stuart Place Road. Ideal for commercial or upscale residential developments, this site offers excellent connectivity and growth potential.



ACCESSIBLE AMENITIES

Embrace the convenience at Trinity Heights, strategically located near the Harlingen Loop for easy access to key amenities:

- Shopping and Dining: Just steps away from Walmart, Ulta Beauty, and more.
- Recreation and Gear: Close to Bass Pro Shops and Academy Sports.
- Casual Dining: Enjoy meals at nearby Logan's Roadhouse and others.

UTILITIES

- ELECTRICITY
- WATER
- DRAINAGE

JOIN US AT TRINITY HEIGHTS

Join us at Trinity Heights Subdivision and discover your perfect spot. Contact us today to learn more about your future home!

THANKS

www.zaratehomedesigns.com

ZARATE
HOME'S & DESIGNS

Attachment XI– Appeal

From: Oscar Zarate <oscar@zaratehomedesigns.com>
Sent: Thursday, September 12, 2024 9:55 AM
To: DUSTIN MOORE <d.moorelandsurveying@gmail.com>
Cc: blancaezarate76@gmail.com; Xavier Cervantes <xcervantes@harlingentx.gov>
Subject: Trinity Heights Phase 1

Good Morning Everyone,

As discussed, we will be moving forward with the appeal for the denial of neighborhood services. I'll be working on gathering both renderings and actual pictures to demonstrate the small business opportunities we're aiming to create for the community. Please let me know the next steps in the process so we can proceed accordingly.

Blessings,

ORDINANCE NO. 24-

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF HARLINGEN: REZONING FROM RESIDENTIAL, SINGLE FAMILY ("R-1") DISTRICT TO NEIGHBORHOOD SERVICES ("NS") DISTRICT FOR 1.73 ACRES OUT OF BLOCK 6, SECTION 297, STUART PLACE RESUBDIVISION, LOCATED ON THE SOUTHEAST CORNER OF BRENNAMAN AND STUART PLACE ROADS. APPLICANT: MOORE LAND SURVEYING, LLC C/O ZARATE HOME DESIGNS, LLC

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

BE IT ORDAINED BY THE CITY OF HARLINGEN

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

> Rezoning from Residential, Single-Family ("R-1") District to Neighborhood Services ("NS") District for 1.73 acres out of Block 6, Section 297, Stuart Place Resubdivision, located on the southeast corner of Brennaman and Stuart Place Roads as shown in Exhibit "A".

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

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

FINALLY ENACTED this ____ day of _____, 2024 at a regular meeting of the Elective Commission of the City of Harlingen, Texas at which a quorum was present, and which was held in accordance with TEXAS GOVERNMENT CODE, CHAPTER 551.

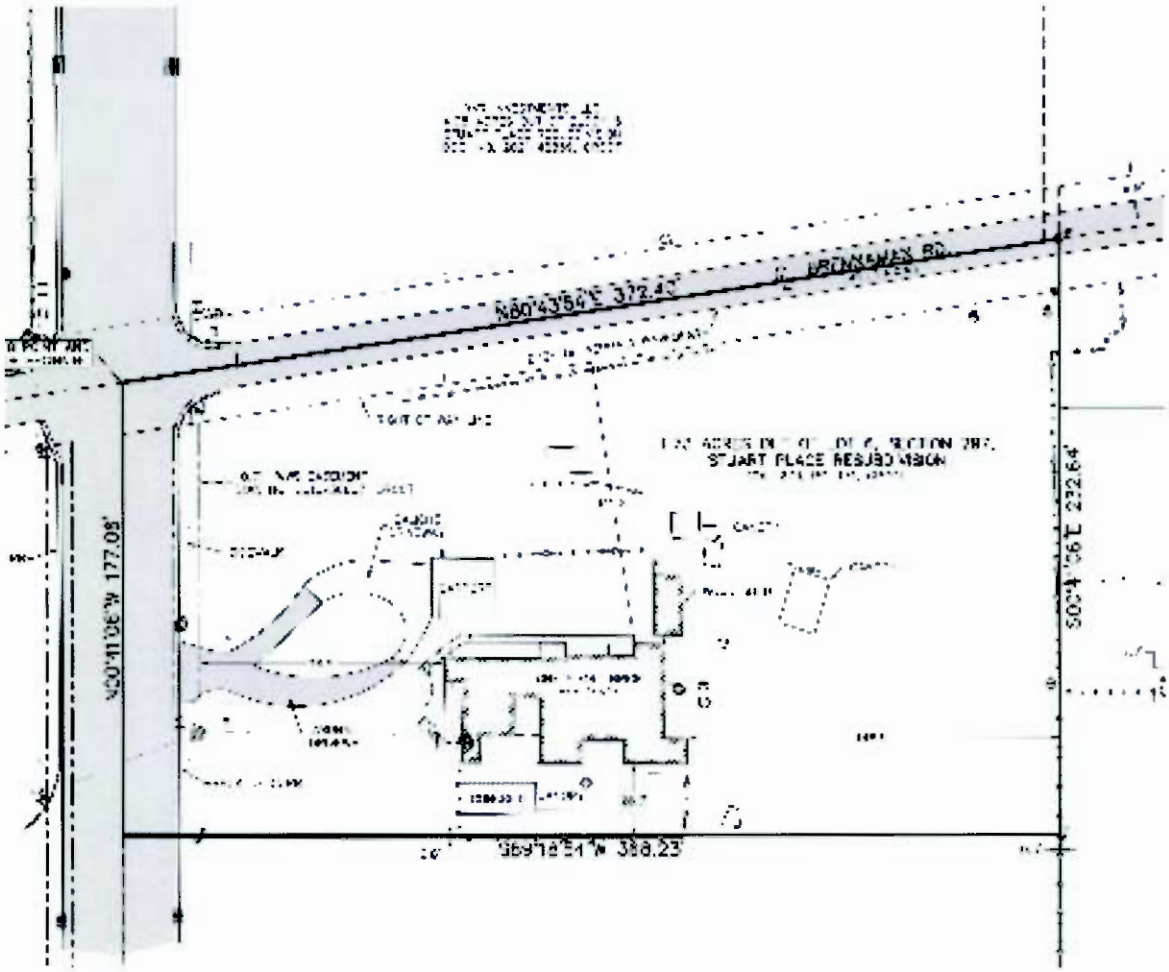
CITY OF HARLINGEN

_____
Norma Sepulveda, Mayor

ATTEST:

_____
Amanda C. Elizondo, City Secretary

Exhibit "A"


N80°43'54"E 372.43'
N00°11'06"W 177.08'
S00°41'06"E 232.64'
S89°18'51"W 388.23'
STUART PLACE RESUBDIVISION

ID(C)

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **September 18, 2024**

Agenda Item:

Consideration and possible action to amend the City of Harlingen Code of Ordinances, Chapter 34, Offenses and Miscellaneous Provision, Article V, Offenses involving public peace and order, Section 34-114, Noise Disturbances, by adding a provision which exempts properties located within an industrial zone or land use from the noise regulations. Applicant: City of Harlingen. Attachment ***(Planning & Development)***

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

Brief Summary:

Project Timeline

- August 31, 2024 - In accordance with State and local law, notice of required public hearings published in the Valley Morning Star.
- September 11, 2024 - Public hearing and consideration of the ordinance amendment by the Planning and Zoning Commission.
- September 18, 2024 - Consideration of requested ordinance amendment via 1st ordinance reading scheduled before the City Commission.
- October 2, 2024 - Pending approval of 1st ordinance reading, consideration of approval of 2nd ordinance reading scheduled before the City Commission.

Summary

- A company is considering locating in Harlingen but have concerns with city's noise regulations for industrial properties.
- Noise regulations are frequently a point of frustration for owners of industrial properties.
- 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 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 subject to the ordinance.

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

Comments:

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

ORDINANCE NO. 24-_____

AN ORDINANCE AMENDING THE CITY OF HARLINGEN CODE OF ORDINANCES CHAPTER 34, OFFENSES AND MISCELLANEOUS PROVISION, ARTICLE V, OFFENSES INVOLVING PUBLIC PEACE AND ORDER, SECTION 34-114, NOISE DISTURBANCES, BY ADDING A PROVISION WHICH EXEMPTS PROPERTIES LOCATED WITHIN AN INDUSTRIAL ZONE OR INDUSTRIAL LAND USES FROM THE NOISE REGULATIONS; 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 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 34, Offenses and Miscellaneous Provision, Article V, Section 34-114, is hereby amended by adding the language underlined (underlined) and deleting the language that is stricken through (~~stricken~~) to read in full as follows.

ARTICLE V. - OFFENSES INVOLVING PUBLIC PEACE AND ORDER

Sec. 34-114. - Noise disturbances.

(a) *Findings.*

(1) Loud and raucous noise degrades the environment of the city to a degree that:

a. It is harmful to the health, welfare, and safety of its inhabitants and visitors;

b. It interferes with the comfortable enjoyment of life and property;

c. It interferes with the well-being, tranquility, and privacy of the home; and

d. It both causes and aggravates health problems.

(2) The effective control and elimination of loud and raucous noise are essential to the health and welfare of the citizens of Harlingen inhabitants and visitors, and to the conduct of the normal pursuits of life, including recreation, work and communication.

(3) The use of sound amplification equipment creates loud and raucous noise that may, in a particular manner and at a particular time and place, substantially and unreasonably invade the privacy, peace, and freedom of citizens and of visitors of Harlingen.

(4) Certain short-term easing of noise restrictions is essential to allow the construction and maintenance of structures, infrastructure, and other elements necessary for the physical and commercial vitality of the city.

(b) *Scope.* This section applies to the control of all sound originating within the jurisdictional limits of the city.

(c) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Noise sensitive area includes, but is not limited to, a posted area where a school, hospital, nursing home, church, court, public library, or similar institution is located.

Public space means any real property or structures on real property owned by a government entity and normally accessible to the public.

Residential area means any real property which contains a structure or building in which one or more persons reside, provided that the structure or building is properly zoned, or is legally nonconforming, for residential use in accordance with the terms and maps of the city's zoning code.

Sound-amplifying equipment means any machine or equipment or device for the amplification of the human voice, music, or any other sound. (Sound-amplifying equipment shall not include warning devices on authorized emergency vehicles or horns or other warning devices on vehicles used for traffic safety purposes.)

(d) *General prohibition.*

(1) No person shall make, continue, or cause to be made or continued:

a. Any unreasonably loud or raucous noise;

b. Any noise which unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of reasonable persons of ordinary sensitivity, within the jurisdictional limits of the city; or

c. Any noise which is so harsh, prolonged, unnatural, or unusual in time or place as to occasion unreasonable discomfort to any persons within the neighborhood from which said noises emanate, or as to unreasonably interfere with the peace and comfort of neighbors or their guests, or operators or customers in places of business, or as to detrimentally or adversely affect such residences or places of business.

(2) Factors for determining whether a sound is unreasonably loud and raucous include, but are not limited to, the following:

a. The proximity of the sound to sleeping facilities, whether residential or commercial;

b. The land use, nature, and zoning of the area from which the sound emanates and the area where it is received or perceived;

c. The time of day or night the sound occurs;

d. The duration of the sound; and

e. Whether the sound is recurrent, intermittent, or constant.

(e) *Noises prohibited.* The following acts included, but not limited to these, are declared to be per se violations of this section:

(1) *Unreasonable noises.* The unreasonable making of, or unreasonably permitting to be made, any unreasonably loud, boisterous or unreasonably loud and raucous noise, disturbance, commotion or vibration in any boarding facility, dwelling, place of business or other structure, or upon any public street, park, or other place or building. The ordinary and usual sounds, noises, commotion or vibration incidental to the operation of these places when conducted in accordance with the usual standards of practice and in a manner which will not unreasonably disturb the peace and comfort of adjacent residences or which will not detrimentally affect the operators of adjacent places of business are exempted from this provision.

(2) *Commercial establishments adjacent to residential property.* Unreasonably loud and raucous noise from the premises of any commercial establishment, including any outdoor area which is part of, or under the control of, the establishment, between the hours of 10:00 p.m. and 7:00 a.m., which is plainly audible at a distance of five feet from any residential property, except as stated on Section 34-114(f).

(3)*Radio, television, boom box, stereo, musical instrument, or similar device.* The use or operation of a radio, television, boom box, stereo, musical instrument, or similar device that produces or reproduces sound in a manner that is plainly audible to any person other than the players or operators of the device, and those who are voluntarily listening to the sound, and which unreasonably disturbs the peace, quiet, and comfort of neighbors, or is plainly audible at a distance of 50 feet from any person in a commercial, industrial area, or public space, or which unreasonably disturbs the peace, quiet, and comfort of neighbors in residential or noise sensitive areas, including multifamily or single-family dwellings.

(4) *Loudspeakers, amplifiers, public address systems, and similar devices.* The unreasonably loud and raucous use or operation of a loudspeaker, amplifier, public address system, or other device for producing or reproducing sound between the hours of 10:00 p.m. and 7:00 a.m. on weekdays, and 10:00 p.m. and 10:00 a.m. on weekends and holidays, in the following areas:

a. Within or adjacent to residential or noise-sensitive areas; or

b.Within public space if the sound is plainly audible across the property line of the public space from which the sound emanates, and is unreasonably loud and raucous.

(This shall not apply to any public performance, gathering, or parade for which a permit or permission has been obtained from the city.)

(5)*Construction or repair of buildings, excavation of streets and highways.* The construction, demolition, alteration or repair of any building or the excavation of streets and highways other than between the hours of 7:00 a.m. and 8:00 p.m. on weekdays and 10:00 a.m. and 8:00 p.m. on weekends. (In case of emergency, construction or repair noises are exempt from this provision.) In cases of non-emergency, the city manager may issue permission to continue construction if he determines that the public health and safety will not be impaired and if he further determines that loss or inconvenience would result to a party in interest.

(6)*Noise sensitive areas; schools, courts, churches, hospitals, and similar institutions.* The creation of any unreasonably loud and raucous noise adjacent to any noise sensitive area while it is in use, which unreasonably interferes with the workings of the institution or which disturbs the persons in these institutions; provided that conspicuous signs delineating the boundaries of the noise sensitive area are displayed on the property boundaries toward the streets surrounding the noise sensitive area.

(f) *Exemptions.* Sounds caused by the following are exempt from the prohibitions set out above:

(1) Any bell or chime from any clock, school, or church.

(2) Any siren, whistle, horn, or bell used by emergency vehicles or any other alarm systems used in case of fire, collision, civil defense, burglary, police activity, or imminent danger; provided, however, that no false alarms shall remain activated for more than 15 minutes after being activated and further provided that no burglar alarm shall be allowed to produce alarm sounds in excess of those specified above for more than 15 minutes in any two hour period. (Alarms as a result of an actual fire, burglary, etc., will be exempt from this time limit.)

(3) Trains blowing the whistle for intersection safety precaution.

(4) Any activity of a temporary duration which is permitted by law and for which a license, permit or permission has been granted by the city, including, but not limited to, parades, sporting events, concerts and fireworks displays.

(5) Any construction equipment operated upon a residential premises during the time period between 7:00 a.m. and 8:00 p.m. on weekdays, 10:00 a.m. to 8:00 p.m. on weekends. Such construction equipment shall be equipment with a properly installed muffler in good working order.

(6) Any domestic power equipment operated upon any residential, commercial, industrial or public premises during the time period between 7:00 a.m. and 8:00 p.m. on weekdays, 10:00 a.m. to 8:00 p.m. on weekends.

(7) Any emergency work. Emergency work shall be defined as work that must be completed immediately in order to protect an individual's or group's health, safety or welfare or is otherwise necessary to restore property to safe condition following a fire, accident, or other natural or manmade disaster, or which is required to protect persons or property.

(8) Any detonation of explosives used to fragment rock for mining, quarrying, excavation, and construction.

(9) Any recreational and educational activity, including, but not limited to, school bands and school/neighborhood ball games. Reasonable activities conducted on public playgrounds and public or private school grounds, which are conducted in accordance with the manner in which such spaces are generally used, including, but not limited to, school athletic and school entertainment events.

(10) Licensed refuse collection vehicles.

(11) Aircraft.

(12) Repairs or excavations of bridges, streets or highways by or on behalf of the city, the state, or the federal government, between the hours of 8:00 p.m. and 7:00 a.m., when public welfare and convenience renders it impractical to perform the work between 7:00 a.m. and 8:00 p.m.

(13) Properties located within an industrial zone or industrial land uses.

(g) *Method of enforcement.*

(1) Any peace officer or official responsible for code enforcement may be responsible for enforcing all the provisions of this section. In addition, a complainant may individually enforce this section on his own behalf. Where a violation of any provision of this section is found, the peace officer, code enforcement officer or any person acting under his supervision, or individual acting on their own behalf, are hereby authorized to:

a. Appear before a municipal court magistrate to make an affidavit under oath and request that a summons be issued for a person, where there is probable cause for believing that the person is in violation of this section, requiring said person to appear in municipal court to answer charges of the violation.

b. Serve as a witness, and to provide evidence of the violation, at the request of a person who has registered a noise complaint and wish to appear before a municipal court magistrate for the purpose of making an affidavit under oath and requesting that a summons be issued for the person where there is probable cause to believe that the person is in violation of this section, requesting said person to appear in municipal court of the city to answer charges of the violation.

2) A peace officer, code enforcement official or other individual may proceed with enforcement under any method available to him pursuant to the laws of the State of Texas, including issuance of summons.

(3) Nothing in this section shall prevent the enforcement official from obtaining voluntary compliance by way of warning, notice or education.

(4) If a person's conduct would otherwise violate this section and consists of speech or communication; of a gathering with others to hear or observe speech or communication; or of a gathering with others to picket or otherwise express in a non-violent manner a position on social, economic, political or religious questions, the person must be ordered to, and have opportunity to, move, disperse, or otherwise remedy the violation prior to arrest or a citation being issued.

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 _____, 2024, at a regular meeting of the Elective Commission of the City of Harlingen, Texas at which a quorum was present and which was held in accordance with TEXAS GOVERNMENT CODE, CHAPTER 551.

CITY OF HARLINGEN

_____
Norma Sepulveda, Mayor

ATTEST:

_____
Amanda C. Elizondo, City Secretary

10(d)

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **September 18, 2024**

Agenda Item:

Consideration and possible action to adopt an ordinance on second and final reading for the voluntary annexation request of an 8.36-acre tract of land legally described as Lot 1, Block 2, Georgette Subdivision, located at the southwest corner of Bass Boulevard and Johnston Lane. Applicant: Georgina and Saul Gonzalez. Attachment ***(Planning & Development)***

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

Funding (if applicable):

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

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

Staff Recommendation:

Staff recommends approval.

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

Comments:

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

ORDINANCE NO. 24-_____

AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE CITY OF HARLINGEN BY ANNEXING, FOR FULL PURPOSE AN 8.36 ACRE TRACT LEGALLY DESCRIBED AS LOT 1, BLOCK 2, GEORGETTE SUBDIVISION, LOCATED AT THE SOUTHWEST CORNER OF BASS BOULEVARD AND JOHNSTON LANE; BINDING THE LAND TO ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY; APPROVING AN ANNEXATION SERVICES AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Harlingen, Texas (the "City") desires to annex approximately 8.36 acres of land situated at the southwest corner of Bass Boulevard and Johnston Lane legally described as Lot 1, Block 2, of the Georgette Subdivision and depicted in Exhibit "A", with the exhibit being attached hereto and incorporated herein by reference (collectively, the "Property"); and

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

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

WHEREAS, in accordance with Texas Local Government Code, Chapter 43, Subchapter C-3, Section 43.0672, the City has negotiated and entered into a written agreement dated August 9, 2024, with the owner of the Property regarding the provision of

services to the Property upon annexation, of which the applicable annexation services agreement and schedule is attached hereto and incorporated herein as Exhibit "C," and

WHEREAS, the City Commission provided public notice and held public hearings on August 28, September 4, and September 18, 2024, for all interested persons to attend and be heard in accordance with Texas Local Government Code, Chapter 43, Subchapter C-3, § 43.0673; and

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

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

BE IT ORDAINED BY THE CITY OF HARLINGEN:

Section 1. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Commission and made a part hereof for all purposes as findings of fact.

Section 2. The Property, lying outside of, but adjacent to and adjoining the City and located within the City's ETJ, is hereby annexed into the City, and the boundaries of the City are extended to include the Property within the corporate limits of the City. From and after the date of this ordinance, the Property shall be entitled to all the rights and privileges of the City and shall be bound by all the acts, ordinances, resolutions, and regulations of the City.

Section 3. The City finds annexation of the Property to be in the public interest due the Property promoting economic growth of the City.

Section 4. The annexation services agreement attached as Exhibit "C" is approved, and municipal services shall be provided to the Property in accordance therewith.

Section 5. The City Manager is hereby authorized and directed to take appropriate action to have the official map of the City revised to reflect the addition to the City's Corporate Limits and the City Secretary is directed to file a certified copy of this Ordinance in the office of the County Clerk of Cameron County, Texas, and in the official records of the City.

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

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

APPROVED ON FIRST READING on this 4th day of September, 2024

APPROVED, PASSED, AND ADOPTED ON SECOND AND FINAL READING on this 18th day of September, 2024

CITY OF HARLINGEN

_____
Norma Sepulveda, Mayor

ATTEST:

_____
Amanda Elizondo, City Secretary

EXHIBIT "A"

NOTE:

1. BY GRAPHIC PLOTTING ONLY, THIS PROPERTY WAS SCALED TO BE IN ZONE "X" AREAS OF 0.2% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD OF THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 480334000508 WHICH BEARS A REVISED DATE OF OCTOBER 19, 1982. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE.

2. BASIS OF BEARINGS ON THIS SURVEY ARE AS PER THE TEXAS COORDINATE SYSTEM. ALL BEARING AND DISTANCES ARE BASED ON (NAD 83) TEXAS PLANES SOUTH ZONE US SURVEY FEET GRID. BEARING AND DISTANCES IN PARENTHESIS ARE BASED ON PLAT OR RECORDED DOCUMENT.

3. THIS SURVEY IS FOR THE SPECIFIC USE BY ESTER SALAZAR.

4. THIS SURVEY WAS DONE WITHOUT A TITLE COMMITMENT THEREFORE NOT ALL EASEMENTS MAY BE SHOWN.

4. EASEMENTS, RULES AND REGULATIONS BY LAW IN FAVOR OF RESPECTIVE IRRIGATION OR DRAINAGE DISTRICTS.

I, OSCAR HERNANDEZ, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5005, HEREBY CERTIFY THAT THE SURVEY DESCRIBED HEREIN WAS MADE ON THE GROUND ON THE 22ND DAY OF AUGUST, 2024. THAT THE ONLY VISIBLE IMPROVEMENTS ON THE GROUND ARE AS SHOWN; THAT THERE ARE NO VISIBLE INTRUSIONS OR PROTRUSIONS, VISIBLE OVERLAPPINGS, APPARENT CONFLICTS, OR VISIBLE EASEMENTS, EXCEPT AS SHOWN. THIS SURVEY SUBSTANTIALLY CONFORMS TO THE MINIMUM STANDARDS OF PRACTICE AS APPROVED BY THE TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

OSCAR HERNANDEZ, R.P.L.S. #5005 8-30-2024

THIS SURVEY PLAT IS NOT VALID WITHOUT THE ORIGINAL SEAL AND SIGNATURE.

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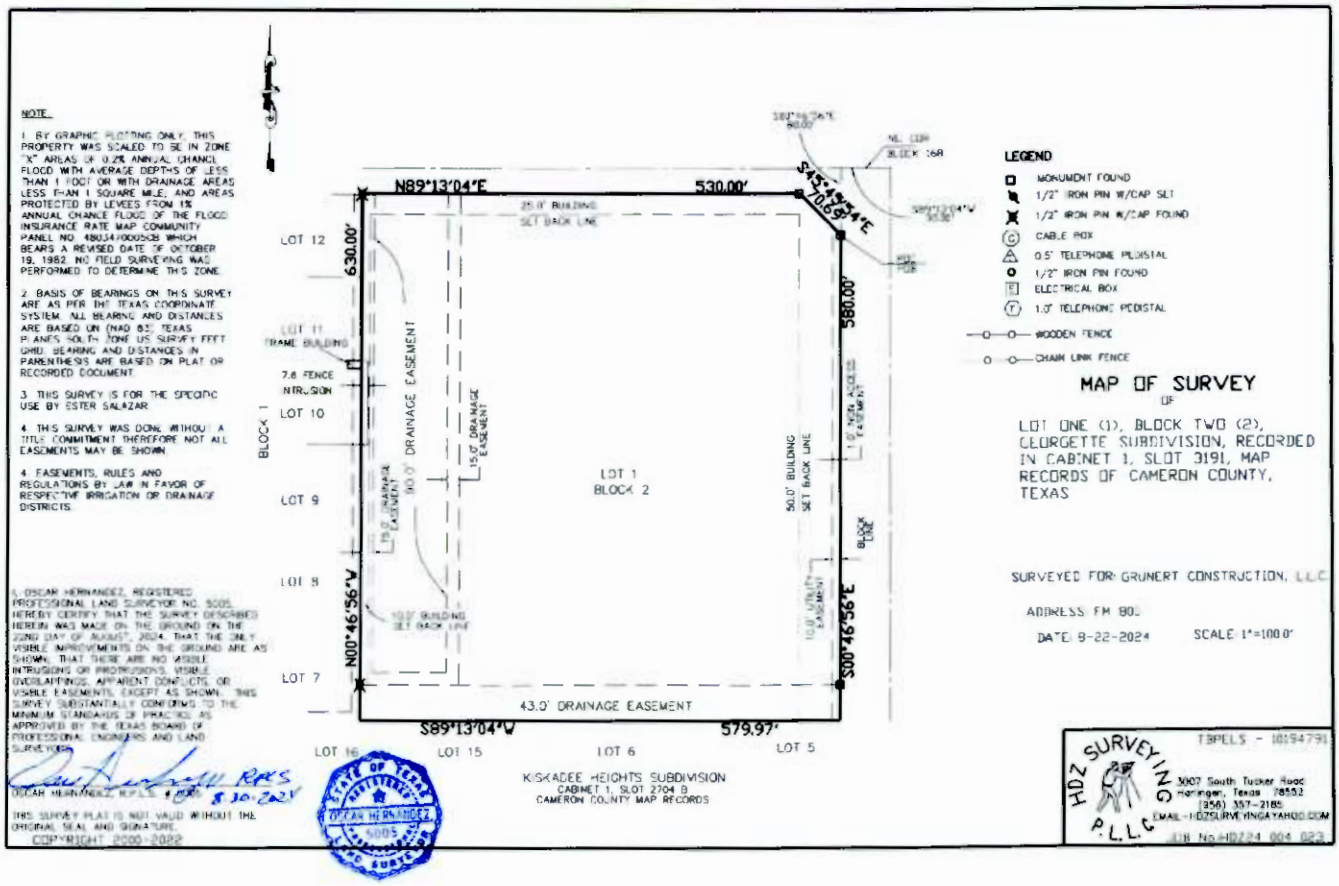


HDZ SURVEYING PLLC
TBPELS – 10194791

3007 TUCKER ROAD
HARLINGEN, TEXAS 78550

METES AND BOUNDS
8.36 ACRE TRACT OF LAND

Lot One (1)l Block two (2), Georgette Subdivision, recorded in Cabinet 1, Slot 3191, Map Records of Cameron County, Texas;

COMMENCING, at a found Concrete Monument at the intersection of a corner clip and the West right of way of Bass Boulevard (FM 800 having a 120.0' ROW) said Monument being South 89°13'04" West, a distance of 30.0 feet, and South 00°46'56" East, a distance of 80.0 feet, from the Northeast corner of the Block 168, Adams Gardens Subdivision "C" as recorded in Volume 10, Page 3, Map Records of Cameron County, Texas, for the POINT OF BEGINNING of the tract herein described;

THENCE, SOUTH 00°46'56" EAST, along the West right of way of said Bass Boulevard (FM 800) a distance of 537.0 feet passing a found Concrete Monument, continuing to a total distance of 580.00 feet to a point on the North line of Kiskadee Heights Subdivision as recorded in Cabinet 1, Slot 2704 B Map Records of Cameron County, Texas, and being within a Drainage Easement for the Southeast corner of the tract herein described;

THENCE, South 89°13'04" West, along the North line of said Kisdadee Heights Subdivision a distance of 579.97 feet to a point for the Southeast corner of Lot 7, Block 1 of said Georgette Subdivision for the Southwest corner of the tract herein described;

THENCE, North 00°46'56" West, along the East line of Block 1, of said Georgette Subdivision a distance of 43.0 feet passing a found ¼ inch Iron Rod with plastic cap continuing to a total distance of 630.00 feet to a found ½ inch Iron Rod at the South right of way line of Ted Johnston Lane (having 60.0' ROW) for the Northwest corner of the tract herein described;

THENCE, North 89°13'04" East, along the South right of way line of said Ted Johnston Lane a distance of 530.00 feet to a found Concrete Monument at a corner clip for an angle point of the tract herein described;

THENCE, South 45°45'54" East, along said corner clip a distance of 70.69 feet to the POINT OF BEGINNING, CONTAINING, an area of 364132 square feet, 8.36 acres of land more or less;

ALL BEARINGS AND DISTANCES ARE BASED ON THE TXAS COORDINATE SYSTEM (NAD 83) TEXAS STATE PLANES, SOUTH ZONE, U.S. SURVEY FEET GRID. BEARINGS AND DISTANCES IN PARENTHESIS ARE BASED ON RECORDED PLAT OR DOCUMENT.

RPLS

Oscar Hernandez, R.P.L.S.

STATE OF TEXAS
REGISTERED
OSCAR HERNANDEZ
5005
PROFESSIONAL
LAND SURVEYOR

8-30-2021
Date

EXHIBIT "B"

GRUNERT
CONSTRUCTION, LLC.

Letter of Annexation Request

August 8, 2024

Xavier Cervantes, AICP, CPM
Planning and Development Director
502 E. Tyler Ave.
Harlingen, Texas 78550

Dear Mr. Cervantes,

This letter is to formally request the following property to be annexed into the City of Harlingen. Accompanying this letter is a copy of the subdivision that demonstrates the property. If you should have any questions, please feel free to contact me.

Legal Description:

A 8.36 Acre Tract of land and being all of Lot 1 Block 2 of Georgette Subdivision as recorded in Cabinet 1 Slot 3191, Map Records Cameron County Texas.

Respectfully,

Georgina Gonzalez, Owner
Grunert Construction, LLC

Saul Gonzalez
Grunert Construction, LLC

EXHIBIT "C"

ANNEXATION SERVICE AGREEMENT

SECTION 1. Pursuant to the provisions of V.T.C.A., Local Government Code Section 43.0672, in connection to the voluntary annexation of a 8.36-acre tract legally described as Lot 1, Block 2, of the Georgette Subdivision, Cameron County, Texas, the owners(s) of the land in the area and the City of Harlingen ("City"), collectively referred to herein as the "Parties", hereby enter into this written Annexation Service Agreement as follows:

A. Services to be provided on the effective date of annexation unless otherwise specified.

1. Police Protection
   Patrolling, radio response to calls and other routine police services using present personnel and equipment will be provided on the effective date of annexation. Patrol positions will be added when population warrants.

2. Fire Protection
   Fire protection by the present personnel and equipment of the fire fighting force within the limitations of available water will be provided on the effective date of annexation.

3. Emergency Medical Services
   Emergency medical services will be provided through contract services on the effective date of annexation.

4. Environmental Health and Code Compliance
   Health protection including the elimination of weedy lots, illegal dumping, unsanitary septic systems, sources of standing water and other public nuisances will be provided on the effective date of annexation.

   Regulation of animal and fowl density will be provided on the effective date of annexation.

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

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

6. Operation and maintenance of public water and wastewater facilities
Routine maintenance of existing water and wastewater facilities owned by Harlingen Waterworks System that are not within the service area of another water or wastewater utility will begin on the effective date of annexation.

7. Operation and maintenance of public roads and streets
Routine maintenance of public roads and streets will begin on the effective date of annexation on the same basis as presently occurs in the city.

B. If the city fails to zone the property as Planned Development ("PD") District after the rezoning public hearings are held, the city agrees to de-annex the property within three (3) months after the rezoning process is completed.

SIGNED this 9 day of August, 2024.

CITY OF HARLINGEN

By:_____
Gabriel Gonzalez, CPM, City Manager

PROPERTY OWNER(S) OF THE PROPERTY DESCRIBED ABOVE

By: _____
Georgina Gonzalez, Owner

_____
Saul Gonzalez, Owner

10(e)

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **September 18, 2024**

Agenda Item:

Consideration and possible action to adopt an ordinance on second and final reading for the voluntary annexation request of a 56.45-acre tract of land out of Survey 295, Stuart Place Subdivision, located along the South side of Garrett Road approximately 650 feet east of Altas Palmas Road. Applicant: Javier Hinojosa c/o Carlos Snavely. Attachment ***(Planning & Development)***

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

Funding (if applicable):

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

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

Staff Recommendation:

Staff recommends approval.

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

Comments:

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

ORDINANCE NO. 24-_____

AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE CITY OF HARLINGEN BY ANNEXING, FOR FULL PURPOSE A 56.45 ACRE TRACT OF LAND OUT OF SURVEY 295, STUART PLACE SUBDIVISION, LOCATED ALONG THE SOUTH SIDE OF GARRETT ROAD APPROXIMATELY 650 FEET EAST OF ALTAS PALMAS ROAD; BINDING THE LAND TO ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY; APPROVING AN ANNEXATION SERVICES AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Harlingen, Texas (the "City") desires to annex approximately 56.45 acres of land situated along the South side of Garrett Road approximately 650 feet East of Altas Palmas Road legally described as a 56.45 acre tract of land out of Survey 295, Stuart Place Subdivision and depicted in Exhibit "A", with the exhibit being attached hereto and incorporated herein by reference (collectively, the "Property"); and

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

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

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

agreement dated August 14, 2024, with the owner of the Property regarding the provision of services to the Property upon annexation, of which the applicable annexation services agreement and schedule is attached hereto and incorporated herein as Exhibit "C," and

WHEREAS, the City Commission provided public notice and held public hearings on August 28, September 4, and September 18, 2024, for all interested persons to attend and be heard in accordance with Texas Local Government Code, Chapter 43, Subchapter C-3, § 43.0673; and

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

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

BE IT ORDAINED BY THE CITY OF HARLINGEN:

Section 1. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Commission and made a part hereof for all purposes as findings of fact.

Section 2. The Property, lying outside of, but adjacent to and adjoining the City and located within the City's ETJ, is hereby annexed into the City, and the boundaries of the City are extended to include the Property within the corporate limits of the City. From and after the date of this ordinance, the Property shall be entitled to all the rights and privileges of the City and shall be bound by all the acts, ordinances, resolutions, and regulations of the City.

Section 3. The City finds annexation of the Property to be in the public interest due the Property promoting economic growth of the City.

Section 4. The annexation services agreement attached as Exhibit "C" is approved, and municipal services shall be provided to the Property in accordance therewith.

Section 5. The City Manager is hereby authorized and directed to take appropriate action to have the official map of the City revised to reflect the addition to the City's Corporate Limits and the City Secretary is directed to file a certified

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

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

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

APPROVED ON FIRST READING on this 4th day of September, 2024

APPROVED, PASSED, AND ADOPTED ON SECOND AND FINAL READING on this 18th day of September, 2024

CITY OF HARLINGEN

_____

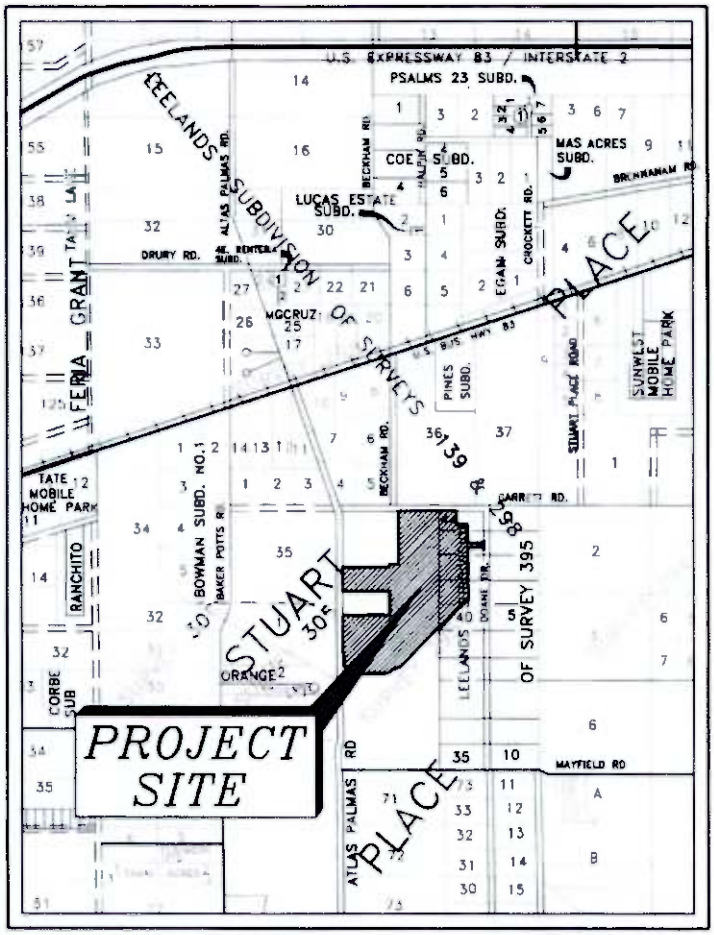
Norma Sepulveda, Mayor

ATTEST:

_____

Amanda Elizondo, City Secretary

EXHIBIT "A"



LOCATION MAP

EXHIBIT "A"
METES AND BOUNDS DESCRIPTION

Being 56.45 acres of land out of Survey 295, Stuart Place Subdivision, Cameron County, Texas, recorded in Volume 5, Page 6, Map Records of Cameron County, Texas; and said 56.45 acres of land being more particularly described by metes and bounds as follows:

COMMENCING at the southwest corner of Garrett Doan Estates, recorded in Cabinet 1, Page 3290, Map Records of Cameron County, Texas, for the southeast corner and the **POINT OF BEGINNING** of this tract;

Thence S 63°43'21" W, a distance of 7.59 feet to a point, for an interior corner of this tract;

Thence S 56°44'21" W, a distance of 67.89 feet to a point, for an interior corner of this tract;

Thence S 48°43'21" W, a distance of 92.00 feet to a point, for an interior corner of this tract;

Thence S 42°48'21" W, a distance of 398.58 feet to a point, for an exterior corner of this tract;

Thence N 00°39'54" W, a distance of 45.21 feet to a point, for an interior corner of this tract;

Thence S 44°15'34" W, a distance of 760.32 feet to a point, for an exterior corner of this tract;

Thence S 67°42'07" W, a distance of 149.12 feet to a point, for an interior corner of this tract;

Thence S 00°24'26" E, a distance of 16.80 feet to a point, for an exterior corner of this tract;

Thence S 71°02'33" W, a distance of 62.87 feet to a point, for an exterior corner of this tract;

Thence S 89°35'34" W, a distance of 527.67 feet to a iron pin with plastic cap stamped "Moore 6370" set on the east right of way of Altas Palmas Road (variable width right of way), being on a curve to the left, for the southwest corner of this tract;

Thence along the east right of way of said Altas Palmas Road and along said curve to the left, with an interior angle of 11°44'09" and a radius of 785.56 feet, a tangent of 80.74 feet, arc distance of 160.91 feet, and a chord that bears N 11°13'59" W, a distance of 160.63 feet to an iron pin stamped "Moore 6370" set on the point of curvature of a non-tangent curve to the right, for an interior corner of this tract;

Thence continuing along the east right of way of said Altas Palmas Road and along said curve to the right, with an interior angle of 8°46'12" and a radius of 735.56 feet, a tangent of 56.40 feet, arc distance of 112.59 feet, and a chord that bears N 09°41'57" W, a distance of 112.48 feet to an iron pin with a plastic cap stamped "Moore 6370" set, for an exterior corner of this tract;

Thence continuing along the east right of way of said Altas Palmas Road, N 00°24'26" W, a distance of 518.23 feet to a concrete monument found, for an exterior corner of this tract;

Thence leaving the east right of way line of said Altas Palmas Road, N 89°35'34" E, a distance of 635.60 feet to a concrete monument found, for an interior corner of this tract;

Thence N 00°24'26" W, a distance of 327.22 feet to an iron pin found, for an interior corner of this tract;

Thence S 89°35'34" W, a distance of 635.60 feet to a concrete monument found on the east right of way line of said Altas Palmas Road, for an exterior corner of this tract;

Thence along the east right of way line of said Altas Palmas Road, N 00°24'26" W, a distance of 325.91 feet to a concrete monument found, for the western most northwest corner of this tract;

Thence leaving the east right of way line said Altas Palmas Road, S 89°40'53" E, a distance of 279.04 feet, to a point, for an interior corner of this tract;

Thence N 89°14'45" E, a distance of 356.59 feet to a iron pin with a plastic cap stamped "Moore 6370" set, for an interior corner of this tract;

Thence N 00°24'26" W, a distance of 38.05 feet to a point, for an exterior corner of this tract;

Thence N 89°35'34" E, a distance of 125.00 feet to a concrete monument found, for an interior corner of this tract;

Thence N 00°24'26" W, at 720.00 feet passed a concrete monument found on the south right of way of Garrett Road (60 feet of right of way), and continuing a total distance of 750.00 feet to a point on the centerline of said Garrett Road, for the northern most northwest corner of this tract;

Thence along the centerline of said Garrett Road, N 89°35'34" E, a distance of 798.93 feet to a point for the northeast corner of this tract;

Thence leaving the centerline of said Garrett Road, S 00°39'54" W. at 30.00 feet passed a concrete monument found on the south right of way line of said Garrett Road, and continuing a total distance of 220.00 feet to a point, for an interior corner of this tract;

Thence N 89°35'34" E, a distance of 150.00 feet to a point on the west line of said Garrett Doan Estates, for an exterior corner of this tract;

Thence along the west boundary line of said Garrett Doan Estates, S 00°39'54" E, at a distance of 244.84 feet to a concrete monument found for the southwest corner of Lot 1, Block 2 of said Garrett Doan Estates, for an exterior corner of this tract;

Thence along the south boundary line of said Lot 1, Block 2, N 89°20'06" E, a distance of 190.00 feet to a concrete monument found, for an interior corner of this tract;

Thence continuing along the south boundary line of said Lot 1, Block 2, N 44°20'06" E, a distance of 42.43 feet to a concrete monument found on the west right of way line of Doan Road (variable width right of way), for an exterior corner of this tract;

Thence leaving the south boundary line of said Lot 1, Block 2, along the west right of way line of said Doan Road, S 00°39'54" E, a distance of 120.00 feet to a concrete monument found for the northeast corner of Lot 5, Block 1 of said Garrett Doan Estates, for an exterior corner of this tract;

Thence leaving the west right of way line of said Doan Road, along the north boundary of said Lot 5, Block 1, N 45°39'54" W, a distance of 42.43 feet to a concrete monument found, for an interior corner of this tract;

Thence continuing along the north boundary line of said Lot 5, Block 1, S 89°20'06" W, a distance of 190.00 feet to a concrete monument found for the northwest corner of said Lot 5, Block 1, being on the west boundary of said Garrett Doan Estates, for an interior corner of this tract;

Thence along the west boundary line of said Garrett Doan Estates, S 00°39'54" E, a distance of 723.19 feet to the **POINT OF BEGINNING**, containing 56.45 acres of land, more or less.

EXHIBIT "B"

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

416 E. Dove Avenue • McAllen, Texas 78504
Tel: (956) 668-1588
javier@javierhinojosaeng.com
TBPELS FIRM NO. F-1295

August 14, 2024

Xavier Cervantes, AICP, CPM
Planning and Development Director
City of Harlingen
502 E. Tyler Avenue
Harlingen, Texas 78550

Re: Voluntary Annexation
Harlingen Lakes Subdivision

Dear Mr. Cervantes,

With this letter, I am formally requesting that the property described by Metes and Bounds in Exhibit "A" as prepared by our Engineer, be annexed into the City of Harlingen. This property is located along the south side of Garrett Road between Altas Palmas Road and Doane Road. For your convenience, we have also attached a location map.

Sincerely,
JAVIER HINOJOSA ENGINEERING

Javier Hinojosa, P.E., Authorized Agent
For Zarate Home's and Designs, Developer

D:\JHE2024\LETTERS\ANNEXATION LETTER\HARLINGEN LAKES SUBDIVISION-08-14-24.docx

July 18, 2024

City of Harlingen, Texas
Cameron County Drainage District #5

Re: Proposed Harlingen Lakes Subdivision
55.90 acres of land out of Survey 295, Stuart Place Subdivision, Cameron County, Texas, as recorded in Volume 5, Page 6 Map Records of Cameron County, Texas

Dear Ladies and Gentlemen:

The undersigned owner/trustee of the real property described above has entered into a contract to sell Property to Oscar Zarate, or assigns, who in turn intends to develop the Property into a residential subdivision.

The undersigned hereby appoints Oscar Zarate or Assigns, Oscar Zarate and Javier Hinojosa Engineering as agents and attorney in fact for purposes of seeking the following approvals from the City of Harlingen and Cameron County Drainage District #5 regarding the proposed Subdivision:

1) Subdivision plat approval process
2) Property zoning approval
3) Approval of a drainage plan for the Subdivision
4) Approval of a utility plan for the subdivision
5) Annexation of property

Yours very truly,

Stuart Place 55 Acres / Carlos Snavely

EXHIBIT "C"

ANNEXATION SERVICE AGREEMENT

SECTION 1. Pursuant to the provisions of V.T.C.A., Local Government Code Section 43.0672, in connection to the voluntary annexation of a 56.45-acre tract of land out of Survey 295, Stuart Place Subdivision, Cameron County, Texas, the owners(s) of the land in the area and the City of Harlingen ("City"), collectively referred to herein as the "Parties", hereby enter into this written Annexation Service Agreement as follows:

A. Services to be provided on the effective date of annexation unless otherwise specified.

1. Police Protection
   Patrolling, radio response to calls and other routine police services using present personnel and equipment will be provided on the effective date of annexation. Patrol positions will be added when population warrants.

2. Fire Protection
   Fire protection by the present personnel and equipment of the fire fighting force within the limitations of available water will be provided on the effective date of annexation.

3. Emergency Medical Services
   Emergency medical services will be provided through contract services on the effective date of annexation.

4. Environmental Health and Code Compliance
   Health protection including the elimination of weedy lots, illegal dumping, unsanitary septic systems, sources of standing water and other public nuisances will be provided on the effective date of annexation.

   Regulation of animal and fowl density will be provided on the effective date of annexation.

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

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

6. Operation and maintenance of public water and wastewater facilities
Routine maintenance of existing water and wastewater facilities owned by Harlingen Waterworks System that are not within the service area of another water or wastewater utility will begin on the effective date of annexation.

7. Operation and maintenance of public roads and streets
Routine maintenance of public roads and streets will begin on the effective date of annexation on the same basis as presently occurs in the city.

B. If the city fails to zone the property as Residential, Single-family ("R-1") District after the rezoning public hearings are held, the city agrees to de-annex the property within three (3) months after the rezoning process is completed.

SIGNED this 14 day of **August**, 2024.

CITY OF HARLINGEN

By: _____
Gabriel Gonzalez, CPM, City Manager

PROPERTY OWNER(S) OF THE PROPERTY DESCRIBED ABOVE

By: _____
Javier Hinojosa, P.E. c/o Carlos Snavely

10(F)

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **September 18, 2024**

Agenda Item:

Consideration and possible action to adopt an ordinance on second and final reading amending the City of Harlingen Code of Ordinances, Chapter 38, Solid Waste, Article II, Collection and Disposal, Section 38-29 Heavy Bulky Waste Collections, by clarifying the date and location to place bulky items for collection Section 38-31, Duty to Provide Receptacles; Specifications, by clarifying the size of the receptacle for single family residential; Section 38-33, Receptacles to be Accessible to Collectors, by clarifying the accessibility of the placement of the garbage container; and Section 38-39 Tree Limbs, Brush Trimmings, and the Like; Collection; by clarifying the date and location for brush to be placed on city right-of-way for collection services. Applicant: City of Harlingen. Attachment ***(Planning & Development)***

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

Brief Summary:

Project Timeline

- September 4, 2024 - Consideration of requested ordinance amendment via 1st ordinance reading scheduled before the City Commission.
- September 18, 2024 - Pending approval of 1st ordinance reading, consideration of approval of 2nd ordinance reading scheduled before the City Commission.

Summary

- The adjustments to the ordinance were made as discussed during the September 4 meeting. The adjustments are shown in blue.
- Additional adjustments were made to the bulky waste section of the ordinance. Those adjustments are shown in red.
- Adjustments to the trash can regulations are shown in green.
- 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 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 subject to the ordinance.

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

Comments:

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

ORDINANCE NO. 24-_____

AN ORDINANCE AMENDING THE CITY OF HARLINGEN CODE OF ORDINANCES CHAPTER 38, SOLID WASTE, ARTICLE II, COLLECTION AND DISPOSAL, SECTION 38-29, HEAVY BULKY WASTE COLLECTIONS, BY CLARIFYING THE DATE AND LOCATION TO PLACE BULKY ITEMS FOR COLLECTION; SECTION 38-31, DUTY TO PROVIDE RECEPTACLES; SPECIFICATIONS, BY CLARIFYING THE SIZE OF THE RECEPTACLE FOR SINGLE FAMILY RESIDENITAL; SECTION 38-33, RECEPTACLES TO BE ACCESSIBLE TO COLLECTORS, BY CLARIFYING THE ACCESSIBLITY OF THE PLACEMENT OF THE GARBAGE CONTAINER; AND SECTION 38-39, TREE LIMBS, BRUSH TRIMMINGS, AND THE LIKE; COLLECTION; BY CLARIFYING THE DATE AND LOCATION FOR BRUSH TO BE PLACED ON CITY RIGHT-OF-WAY FOR COLLECTION SERVICES; PROVIDING FOR PUBLICATION AND ORDAINING OTHER MATTERS RELATED TO THE FOREGOING

WHEREAS, The amendments are also consistent with the goals of the One Vision One Harlingen Comprehensive Plan, of streamlining the development policies to promote Harlingen as an attractive and development option; 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 38, Solid Waste, Article II, Collection and Disposal, Section 38-29, Heavy Bulky Waste Collections; Section 38-31, Duty to Provide Receptacles; Specifications; Section 38-33, Receptacles to be Accessible to Collectors; and Section 38-39, Tree Limbs, Brush Trimmings, and the like; Collection, is hereby amended by adding the language underlined (<u>added</u>) and deleting the language that is stricken through (~~stricken~~) to read in full as follows.

Sec. 38-29. - Heavy bulky waste collections.

(a)The city shall provide services for the collection of furniture, mattresses, box springs, water heaters, lumber, and roofing material, as described in subsections (d) and (e) of this section.

(b)Heavy bulky waste as described in subsection (a) of this section shall not be placed in an approved container, but shall be placed in such a way as to allow for the collection of items without the threat of damage or obstruction of access to property, water meters, vehicles, mailboxes, etc. This service shall not be provided to any vacant lot or unoccupied property within the city.

(c)Should heavy bulky waste or any other matter not be placed in the manner described by this section, the city shall not collect same.

(d) (1) Heavy bulky waste collections as described in subsection (d)(2) of this section will be scheduled every four to six weeks, unless restricted by inclement weather or other factors beyond the city's control for single-family and multifamily residential customers, mobile home residential customers, and recreation vehicle residential customers. It shall be unlawful for any customer to place for collection bulky items other than the week of the city website published announcement of brush collection by the city or the week prior. The fee for heavy bulky waste collections is included in the residential, mobile home and recreation vehicle residential garbage rates noted in Section 38-69 (a) through (d).

(2) Heavy bulky waste collections as described in subsection (a) of this section for all residential category customers shall be restricted to a pile of waste no larger than two cubic yards per month. Additional waste collection services may be provided upon request at the special pick-up rate as specified in Section 38-70.

(e)Nothing herein shall require the collection and disposition by the city of items such as brick, broken concrete, cinders, plaster, gravel, sand, ashes, automobile frames and parts, metal, and other bulky, heavy material which are of such a nature in size as to not allow for the collection and disposition thereof by the personnel, equipment, and facilities of the city used for the collection and disposition of garbage and trash. It is the responsibility of the persons disposing such items to arrange for the removal and disposition thereof.

(f)Heavy bulky waste collections for commercial customers shall be provided upon request. The fee for collecting heavy bulky waste from commercial customers shall be based on the special pick-up rate specified in Section 38-70.

Sec. 38-31. - Duty to provide receptacles; specifications.

(a) Every resident, householder, owner, lessee, tenant, or occupant of any building, premises, or place within the city shall provide or cause to be provided, and at all times keep in good order and repair, one or more receptacles suitable for receiving and holding all garbage or trash that may accumulate in or upon such residence, household, place of business, or premises, or any portion thereof, where such person may reside, or be engaged in business, or shall otherwise have under his possession and control.

(b) Such receptacle for the temporary deposit of garbage shall be made of metal or plastic material, watertight, and shall be provided with a tight, closely fitting lid or cover. Such receptacle for each single-family occupied residential unit in the city shall have two handles, and shall be of a size 96 gallon ~~not less than 20 gallons nor more than 30 gallons~~ capacity. ~~Plastic bags may also be used to contain trash if they are of sufficient thickness and strength to meet the weight and volume requirements of this article without bursting or tearing. Plastic bags shall be of at least three mills thick.~~ Each container or plastic bag, when full, may not exceed 50 pounds. ~~The ordinary 55-gallon drum or barrel, or similar type container, or paper bags or boxes, shall not be considered as a proper receptacle for the deposit of trash, rubbish, or other forms of garbage.~~ Such receptacle for each commercial, industrial, other business, public, or charitable entity in the city, as hereinabove enumerated, shall be of such size and shape as shall be determined by the department of public works of the city, from time to time; provided that such determined size and shape of such receptacle shall be uniform and standard as to each such entity and the specifications of same shall be furnished to each such entity by the city as a prerequisite to the enforcement hereof.

(c) Each customer shall be responsible to maintain the area around containers free of weeds and garbage. The city will not collect garbage or trash unless it is prepared in the manner specified in this article.

(d) In the event one such receptacle for any single-family residential unit or any single commercial, industrial, other business, public, or charitable entity shall be insufficient for the purposes herein provided for, additional such receptacles shall be provided and maintained to meet such purposes.

Sec. 38-32. – Confiscation of substandard receptacles; compliance

In inspections conducted by the director of environmental health or his designee of receptacles for storing garbage and waste disposal, as provided for herein, it is hereby provided that, upon detecting any such receptacles not meeting the standard requirements of Section 38-31, director of environmental health or his designee is hereby authorized and instructed to confiscate such receptacles. In the event of such confiscation, the owner and/or occupant of the premises where such receptacle may be confiscated shall remain and continue subject to the other provisions of this article

requiring the maintenance of such a receptacle in accordance with the standard requirements of this article pertaining thereto.

Sec. 38-33. – Receptacles to be accessible to collectors.

(a) ~~It shall be the duty of the owner, tenant, or occupant of any building or premises or the proprietor or manager of any place of business, either in person or by his agent, or employee, to place, or cause to be placed, the garbage container within five feet of the property line at the edge of the alley where there is no fence; where there is a back fence, the garbage container should be placed against the outside of the fence, and, where there is no alley, garbage, trash, and rubbish should be placed inside the curbline of the street, to be collected by the city garbage vehicles. Upon notification, the official designated by the city may require that garbage, trash, and rubbish be placed on curbline instead of the alley.~~ It shall be the duty of the owner to place the garbage container within five feet of the property line where services are being rendered in the alley as to not obstruct service with placing the trash bin next to an obstruction such as gas lines, water meters, parked vehicles, brush piles, etc.

(b) ~~All such receptacles which are not easily accessible to the collector shall be promptly delivered to him when called for, and shall be returned by him to their respective places without necessary delay.~~ All garbage bins should be accessible not later than 6:30 a.m. on the day of scheduled collection and retrieved to the side yard or back yard prior to 8:00 p.m. on such day.

(c) Where there is no alley, garbage, brush and rubbish should be placed inside the curbline of the street. Upon notification, the official designated by the city may require that garbage, brush and rubbish be placed on curbline instead of the alley.

Sec. 38-34. - Use of receptacle required.

(a) It shall be the duty of any person in possession or control of any premises to place or cause to be placed in the receptacle required in this article all garbage, trash, rubbish, and miscellaneous waste which may accumulate upon such premises.

(b) All household trash must be bagged.

Sec. 38-35. – Preparation; drainage of garbage.

It shall be the duty of every person placing garbage in any receptacle required by this article to eliminate as far as possible all water and liquid from such garbage, and to securely wrap the same in paper before placing the same in such receptacle. It shall be unlawful to pour water or liquid over such garbage or into any receptacle.

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~~ street or about the right-of-way 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.

Sec. 38-37. – Disposal of dead animals; notice to city

Dead animals and fowl shall not be placed in any receptacle required by this article, but the fact of the presence of any dead animal or fowl upon any such premises, or in the

street or alley adjacent thereto, must be promptly reported to the city hall by the person in control of such premises.

Sec. 38-38. – Tampering with receptacles or garbage and waste prohibited.

(a) It shall be unlawful for any person other than one legally authorized to do so, to remove, displace, uncover, or in any manner move or disturb any garbage receptacle.

(b) It shall be unlawful for any person to rummage through and otherwise examine, handle, inspect, or tamper with garbage and waste, as such garbage and waste is contained in receptacles, containers, or other places as provided and required for in this article; or as such garbage and waste is retained in the garbage and waste collection trucks of the city; or as such garbage and waste may be gathered in areas provided for, for its final disposal and/or burial by the city.

Sec. 38-39. - Tree limbs, brush trimmings, and the like; collection.

(a) The city shall provide services for the collection of tree limbs, brush trimmings, garden clippings or other vegetable matter as described in subsections (d) and (e) of this section.

(b) Tree limbs and brush shall be cut in lengths not exceeding five feet and shall be bundled and placed for collection in the manner described in Section 38-33. Cardboard boxes and tubes shall be broken down in bundles with each bundle not weighing more than 50 pounds and placed in container. This service shall not be provided to any vacant lot or unoccupied property within the city. The city shall publish the time when such service shall be available to a particular neighborhood.

(c) Should brush or any other matter not be prepared in the manner described by this section, the city shall not collect same.

(d) (1) Brush/yard waste collections in the amounts described in subsection (d)(2) of this section will be scheduled ~~every four to six weeks~~ once a month, unless restricted by inclement weather or other factors beyond the city's control for single-family and multifamily residential customers, mobile home residential customers and recreation vehicle residential customers. The fee for brush collections is included in the residential, mobile home and recreation vehicle residential garbage rates noted in Section 38-69(1) through (4).

(2) Brush/yard waste collections for all residential category customers shall be restricted to a pile of brush no larger than one brush truck load per month. Additional brush collection services may be provided upon request at the special pick-up rate as specified in Section 38-70.

(e) Brush/yard waste collections for commercial customers shall be provided upon request. The fee for collecting brush from commercial customers shall be based on the special pick-up rate specified in Section 38-70.

(f) It shall be unlawful for any customer to place any brush for collection at other than the designated places provided for in Section 38-33. It shall be unlawful:

(1) For any person to place any brush in an approved container provided for in this chapter; or

(2) For any customer to place for collection other than the week of the city-website published announcement of brush collection by the city or the week prior; or

(3) For any person to place any brush so as to obstruct access to a mailbox, or covering water meter boxes, telephone pedestal, gas meters, cable guywires, or any other public fixture.

(g) Criminal Prosecution

Any person that violated or continues to violate this Ordinance shall be liable to criminal prosecution to the fullest extent of the law, and shall be subject to a criminal penalty of not more than $500.00 dollars per violation.

(h) All loose leaves must be bagged.

Sec. 38-40. – Maintenance of alleys.

The owner or occupant of any lot or other real property in the city which abuts a dedicated alley shall maintain the area between the property line and the centerline of such alley in a condition free from accumulations of weeds, rubbish, or any other unsightly, objectionable, or unsanitary matter.

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 September, 2024, at a regular meeting of the Elective Commission of the City of Harlingen, Texas at which a quorum was present and which was held in accordance with TEXAS GOVERNMENT CODE, CHAPTER 551.

CITY OF HARLINGEN

_____
Norma Sepulveda, Mayor

ATTEST:

_____
Amanda C. Elizondo, City Secretary

10(9)

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **September 18, 2024**

Agenda Item:

Consideration and possible action to approve an ordinance on second reading adopting the City of Harlingen's budget for Fiscal Year 2025 by record vote.

Prepared By (Print Name): Robert Rodriguez
Title: Finance Director
Signature:

Brief Summary:

Texas Local Government Code Section 102.007 requires the City Commission to record a record vote to adopt a budget. Exhibit A displays total proposed revenues and expenditures, and estimated fund balances by fund for Fiscal Year 2025.

Total Proposed Revenues – $114,385,180
Total Proposed Expenditures – $115,585,034

Revenues and expenditures for the Community Development Block Grant, Harlingen Downtown Improvement District, Harlingen Economic Development Corporation, Harlingen Community Improvement Board, Harlingen Waterworks System, and Valley International Airport budgets are excluded.

Funding (if applicable):

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

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

Staff Recommendation:

Staff recommends approval.

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

Comments:

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

Departmental Budget Projections and Requests
Department Request
Fiscal Year 2025

Exhibit A

177 Days of Operation

Fund	*Estimated* Beginning Fund Balance	Projected Revenues	Requested Expenditures	Revenues Over(Under) Expenditures	*Estimated* Ending Fund Balance
General Fund	$ 34,079,882	$ 67,246,290	$ 68,283,451	$ (1,037,161)	$ 33,042,721
Tennis Court	180,972	231,669	231,669	-	180,972
Hotel / Motel	2,791,180	1,925,070	1,173,633	751,437	3,542,617
Catastrophic Emergency	852,028	35,040	30,000	5,040	857,068
Free Trade Bridge	631,408	355,400	111,500	243,900	875,308
Convention and Visitors Bureau	302,326	725,332	725,332	-	302,326
Award Programs - Restricted	(1,212,665)	12,995,544	12,995,544	-	(1,212,665)
Public, Educational, and Governmental Programming	771,772	142,000	300,000	(158,000)	613,772
Harlingen Convention Center	1,576,354	30,400	-	30,400	1,606,754
Federal Forfeitures	127,142	349,040	330,000	19,040	146,182
State Forfeitures	49,771	146,040	140,000	6,040	55,811
Tax Increment Financing No. 1	346,696	345,000	500	344,500	691,196
Tax Increment Financing No. 2	3,199,030	670,000	500	669,500	3,868,530
Tax Increment Financing No. 3	801,864	848,000	500,500	347,500	1,149,364
Sponsorships Fund	-	110,000	-	110,000	110,000
Animal Shelter Fund	-	6,000	-	6,000	6,000
Debt Service	606,904	4,794,302	4,624,001	170,301	777,205
Infrastructure	1,743,012	1,575,100	1,516,200	58,900	1,801,912
Municipal Auditorium*	766,208	243,300	243,300	-	766,208
Sanitation/Sanitary Landfill*	14,687,802	10,922,700	13,616,653	(2,693,953)	11,993,849
Harlingen Arts and Heritage Museum*	18,057	92,681	92,681	-	18,057
Municipal Golf Course*	(1,049,711)	1,135,035	1,397,120	(262,085)	(1,311,796)
Motor Vehicle Warehouse*	7,954,116	2,520,300	2,273,033	247,267	8,201,383
Health Insurance*	583,917	6,762,427	6,7SS,417	7,010	590,927
Lon C. Hill Memorial Library	8,936	178,510	244,000	(65,490)	(56,554)
Total	$ 69,817,001	$ 114,385,180	$ 115,585,034	$ (1,199,854)	$ 68,617,147

**Working capital presented in place of fund balance.*

Prepared: 9/5/2024, 9:57 AM

ORDINANCE NO. 24 -____

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

WHEREAS, the City Manager of the City of Harlingen has prepared and presented to the City Commission a budget for the fiscal year October 1, 2024 through September 30, 2025; and,

WHEREAS, a public hearing on said budget was called for the 4th day of September, 2024 at 5:30 p.m. by publication in a newspaper of general circulation at least ten days and not more than thirty days before the public hearing to be held at City Hall, in the City of Harlingen, Texas, where and when any and all interested persons might appear and be heard with reference to any item contained in said budget; and,

WHEREAS, on the 18th day of September 2024, the City Commission voted to adopt the said budget by record vote, as per the requirements of Section 102.007, Texas Local Gov't Code; and,

WHEREAS, a second reading of said Ordinance is required by the City Charter for the City of Harlingen, Article V, Section 5:

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

SECTION I. That the budget for revenues and expenditures of the City of Harlingen, Texas for the fiscal year October 1, 2024 and ending September 30, 2025 (exclusive of the revenues and expenditures of the Community Development Block Grant Fund, Harlingen Downtown Improvement District Fund, Harlingen Economic Development Corporation Fund, Harlingen Community Improvement Board Fund, Harlingen Waterworks System, and the Valley International Airport) in the total amount of One Hundred Fourteen Million, Three Hundred Eighty-Five Thousand, One Hundred and Eighty Dollars ($114,385,180) in revenues and One Hundred Fifteen Million, Five Hundred Eighty-Five Thousand, and Thirty-Four Dollars

($115,585,034) in expenditures is hereby adopted. A summary of the budget adopted is hereby attached to this Ordinance and incorporated herein as Exhibit A and the complete detailed budget adopted by this Ordinance is incorporated herein by reference and shall be made available for public inspection at the office of the City Secretary during regular business hours and made available on the City of Harlingen website.

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

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

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

FINALLY ENACTED THIS _____ day of _____, 2024 at a regular meeting of the Elective Commission of the City of Harlingen, Texas at in compliance with TEXAS GOVERNMENT CODE, TITLE 5, SUBTITLE A., CHAPTER 551 and applicable law.

CITY OF HARLINGEN, TEXAS

_____
Norma Sepulveda, Mayor

ATTEST:

_____
Amanda C. Elizondo, City Secretary

10(h)

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **September 18, 2024**

Agenda Item:

Consideration and possible action to approve an ordinance on second reading adopting the Tax Year 2024 ad valorem tax rate for maintenance and operations (M&O) together with the interest and sinking (I&S) rate for Fiscal Year 2025 by record vote.

Prepared By (Print Name): Robert Rodriguez
Title: Finance Director
Signature:

Brief Summary:

Chapter 26 of the Texas Government Tax Code requires the City Commission to record a record vote to adopt the City's tax rate. The proposed maintenance and operations rate for Tax Year 2024 is $0.453628 per $100 valuation, when combined with the interest and sinking rate of $0.073896 per $100 valuation the total proposed tax rate is $0.527524 per $100 valuation. All legal requirements have been met for the adoption of the tax rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that the City of Harlingen is proposing to increase property taxes for the 2024 tax year.

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: [X] Yes ☐ No ☐ N/A

Staff Recommendation:

Staff recommends approval.

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

Comments:

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

ORDINANCE NO. 2024 -____

AN ORDINANCE OF THE CITY OF HARLINGEN, TEXAS LEVYING AD VALOREM TAXES FOR USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND TERMINATING SEPTEMBER 30, 2025; PROVIDING FOR APPORTIONING EACH LEVY FOR SPECIFIC PURPOSES; PROVIDING WHEN TAXES SHALL BECOME DUE AND WHEN SAME SHALL BECOME DELINQUENT IF NOT PAID; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE; AND ORDAINING OTHER MATTERS RELATED TO THE FOREGOING.

WHEREAS, the tax rolls of all taxable property in the City of Harlingen, Texas have been prepared and submitted to the Director of Finance of the City of Harlingen, Texas by the Chief Appraiser of the Cameron County Appraisal District:

WHEREAS, such tax rolls as certified by the Chief Appraiser show a taxable valuation, after making deductions for all exemptions authorized under State law and under ordinances of the City of Harlingen, Texas of Five Billion, Two Hundred Twenty-Two Million, One Hundred Eighteen Thousand, Five Hundred Six Dollars ($5,222,118,506);

WHEREAS, the City Commission approved the municipal budget for the fiscal year beginning October 1, 2024 and ending September 30, 2025;

WHEREAS, the City Commission ratified the property tax revenue increase reflected in the fiscal year 2024-2025 approved budget;

WHEREAS, the property tax rate reflected in the budget also represents a decrease of 3.3 % as compared to the rate adopted by the City Commission for fiscal year 2023-2024;

WHEREAS, it is necessary that an ordinance be passed levying an ad valorem tax on all property, both real and personal, within the corporate limits of the City of Harlingen, Texas in accordance with such budget and the Texas Tax Code;

WHEREAS, The City of Harlingen has complied with all of the legal, procedural, and notice requirements to enact this ordinance fixing the ad valorem tax rate for the City for the tax year 2024;

WHEREAS, THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE; and

WHEREAS, THE TAX RATE WILL EFFECTIVELY BE RAISED BY 5.57% AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY $27.82;

BE IT ORDAINED BY THE CITY OF HARLINGEN:

The following ad valorem tax rate is adopted per $100.00 valuation:

$ 0.453628	For Maintenance and Operation (M&O)
$ 0.073896	For Debt Service (I&S)
$ 0.527524	**Total Tax Rate**

WHEREAS, that unless the due date has been extended, taxes levied under this ordinance shall be due October 1, 2024 and if not paid on or before January 31, 2025 shall immediately becomes delinquent.

WHEREAS, that a tax rate set at the foregoing rate is hereby levied on all properties subject to taxation, real and personal, located within the City of Harlingen, Texas and a lien against such property to secure the payment of such taxes levied is hereby established.

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

FINALLY ENACTED THIS ____ day of _____, 2024 at a regular meeting of the Elective Commission of the City of Harlingen, Texas at which a quorum was present and which was held in accordance with TEXAS GOVERNMENT CODE, CHAPTER 551.

CITY OF HARLINGEN

_____
Norma Sepulveda, Mayor

ATTEST:

_____
Amanda C. Elizondo, City Secretary

10(i)

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **September 18, 2024**

Agenda Item:

Consideration and possible action to approve a resolution adopting the Harlingen Community Improvement Board budget for fiscal year 2024-2025.

Prepared By (Print Name): Robert Rodriguez
Title: Finance Director
Signature:

Brief Summary:

The budget, as presented on "Exhibit A", displays total revenues, expenditures, and estimated fund balance for fiscal year 2024-2025.

Total Revenues – $2,510,000
Total Expenditures – $2,449,428

Funding (if applicable):

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

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

Staff Recommendation:

Staff recommends approval.

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

Comments:

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

Exhibit A

192 Harlingen Community Improvement Board (4B) Fund

Departmental Budget Projections and Requests

Fiscal Year 2025

Estimated Beginning Fund Balance	$ 5,364,038
Projected Revenues	2,510,000
Requested Expenditures	2,449,428
Revenues Over(Under) Expenditures	60,572
Estimated Ending Fund Balance	$ 5,424,610

Revenues		Expenditures	
Taxes - Sales	$ 2,200,000	**Administration:**	
Interest - Investments	310,000	Project - Miscellaneous, unallocated	$ 500,000
		Committed Funds:	
		Debt Service - Convention Center	605,469
		Project - Spay and Neuter Services	200,000
		Project - Destination Park, Phase II, Trails and other	1,104,085
		Project - Tony Butler Golf Course	26,086
		Project - ACHB Trail Ext. - Phase II	13,788
Total Adopted Revenues	$ 2,510,000	Total Adopted Expenditures	$ 2,449,428

Revenues Over(Under) Expenditures $ 60,572

Prepared: 9/5/2024, 9:33 AM

RESOLUTION NO. 2024- _____

STATE OF TEXAS

COUNTY OF CAMERON

WHEREAS, the Harlingen Community Improvement Board has submitted its proposed budget for fiscal year October 1, 2024 through September 30, 2025; and

WHEREAS, the Elective Commission of the City of Harlingen, Texas has reviewed the budget submitted by the Harlingen Community Improvement Board for its 2024-2025 fiscal year; and

WHEREAS, the budget for the Harlingen Community Improvement Board as submitted shows total projected revenues of Two Million, Five Hundred Ten Thousand Dollars ($2,510,000) and total authorized expenditures of Two Million, Four Hundred Forty-Nine Thousand, Four Hundred Twenty-Eight Dollars ($2,449,428) as shown on the attached Exhibit A, now, therefore,

BE IT RESOLVED BY THE CITY OF HARLINGEN:

That the budget of the Harlingen Community Improvement Board as recited herein above for the fiscal year commencing October 1, 2024 and ending September 30, 2025, showing total projected revenues of Two Million, Five Hundred Ten Thousand Dollars ($2,510,000) and total authorized expenditures of Two Million, Four Hundred Forty-Nine Thousand, Four Hundred Twenty-Eight Dollars ($2,449,428) is hereby adopted and approved.

CONSIDERED AND ADOPTED THIS _____, 2024 at a regular meeting of the Elective Commission of the City of Harlingen, Texas at which a quorum was present and which was held in accordance with TEXAS GOVERNMENT CODE, TITLE 5, SUBTITLE A., CHAPTER 551, as amended.

CITY OF HARLINGEN

_____

Norma Sepulveda, Mayor

Attest:

_____

Amanda C. Elizondo, City Secretary

10(j)

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **September 18, 2024**

Agenda Item:

Consideration and possible action to approve a Resolution ratifying the property tax reflected in the adopted budget for Fiscal Year 2025.

Prepared By (Print Name): Robert Rodriguez
Title: Finance Director
Signature:

Brief Summary:

In accordance with Texas Local Government Code Section 102.007(c) which states when a budget will require raising more property taxes than in the previous year a vote separate from adopting the budget or tax rate must be taken to ratify the property tax increase. A vote in addition to and separate from the vote to adopt the budget or tax rate must be taken to ratify the property tax increase.

Funding (if applicable):

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

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

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

Staff Recommendation:

No action is necessary for a public hearing.

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

Comments:

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

RESOLUTION NO. 2024 - ____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HARLINGEN, TEXAS RATIFYING THE PROPERTY TAX INCREASE REFLECTED IN THE ADOPTED BUDGET FOR FISCAL YEAR 2024-2025, AND DEALING WITH RELATED MATTERS

WHEREAS, Texas Local Government Code Section 102.007(c) states, when a budget will require raising more property taxes than in the previous year a vote separate from adopting the budget or tax rate must be taken to ratify the property tax increase; and,

WHEREAS, the City Commission has committed to an increase in the property tax rate as reflected in the budget for Fiscal Year 2024-2025;

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

Section 1. The City Commission hereby ratifies that the Fiscal Year 2024-2025 Budget will raise more property taxes than last year's budget by $1,546,970 or 6.08%, and of that amount $324,603 is tax revenue to be raised from new property added to the tax roll this year.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Commission.

Section 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Commission hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND ADOPTED, this_____day of _____ 2024.

CITY OF HARLINGEN, TEXAS

_____
Norma Sepulveda, Mayor

ATTEST:

_____
Amanda Elizondo, City Secretary

(CITY SEAL)

10(K)

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **September 18, 2024**

Agenda Item:

Consider and take action to declare the itemized list of non-real estate personal property as surplus personal property, as recommended by staff, and authorize city personnel to conduct a virtual online public auction of said property on Saturday, October 12, 2024.

Prepared By (Print Name): Robert Rodriguez
Title: Finance Director
Signature:

Brief Summary:

Once a year, unsalvageable surplus materials, vehicles, and heavy equipment from City departments are turned in as surplus to be considered for sale by auction (see attached Exhibit "A"). If the sale of these items is approved by the City Commission, the Auction, conducted by Bond & Bond Auctioneers, LLC, a professional auctioneer, will be held on Saturday, October 12, 2024. The Harlingen Housing Authority's surplus list is included in the City's auction and is included in Exhibit "A". The proceeds from the auction will go back into the respective funds.

Funding (if applicable):

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

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

Staff Recommendation:

Staff recommends approval of the sale of surplus personal property by a Virtual Online Public Auction.

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

Comments:

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

Auction List

Saturday, October 12, 2024

Exhibit "A"

Exhibit "A"

City of Harlingen

Auction List: Saturday, October 12, 2024

Dept. Administration By: Rosie Andaverde (956) 216-5002

Item	Qty	Description	City ID#	RCI S/N	Model No.	Serial No.
1	2	Phone Holders, Desktop - black				
2	1	File Holder, Portable - black				
3	1	Reference Organizer with tray - gray				
4	4	Paper Tray, Legal size - black				
5	112	Hanging Folders, Legal size				
6	2	Drawer tray organizer - black				
7	2	Chairs, Executive - black				
8	1	Printer, HP Office Pro8600			Hewlett Packard	
9	1	Dry Erase Board				

Dept. C.V.B. By: Sylvia Arizmendez (956) 216-5053

Item	Qty	Description	City ID#	RCI S/N	Model No.	Serial No.
1	1	Desk, Executive 5'x20"x2.5' - brown				
2	2	Chair, Fabric Wood Frame - brown				
3	1	Desk, Executive L Shape, 8'x6'x3' - gray				
4	1	Desk, Executive 5'x2.5'x3' - beige				
5	1	Credenza Cabinet 5.5'x2.5'x3' - beige				
6	1	Chair, rolling 18"x16"x13" - red				

Dept. Code Compliance Dept. By: Monica James (956) 216-5200

Item	Qty	Description	City ID#	RCI S/N	Model No.	Serial No.
1	1	Keyboard, 800 wireless - black			Microsoft	150206987618
2	1	Phone, HD - black			GXP1630	20E70XMF9082075A
3	3	Keyboard, HW192 wireless - black			Artek	X001S9FT5J
4	1	Keyboard, wireless - black			Dell	CN-0RKRONL0300
5	1	Phone receiver - black				NA
6	1	Keyboard w/mouse, wireless - black			Logitech	GNC12820
7	1	Wall Pocket, Letter size - clear			Office Depot	869-398
8	1	Monitor Stand - black			Rolodex	
9	2	Notebooks, Metal - silver				
10	1	Photo Scanner, V370 - black			Epson J232D	RZ8W066688
11	3	Dry Erase Boards w/1 eraser				
12	1	Sprayer, 1 Gallon tank			H & G 16100	
13	1	Monitor Protector			3M PF322W	
14	1	Printer, Officejet Pro 8610			HP PRO8610	CN53VEW00C
15	2	D-Ring binders - blue				
16	2	D-Ring binders - black				
17	1	Chair, Office - black				
18	1	Christmas Decorations, assorted box				
19	1	Christmas Tree stand green				

Exhibit "A"

City of Harlingen

Auction List: Saturday, October 12, 2024

20	1	Keyboard, Wireless 800 - black			Microsoft	150204429900
21	1	Mouse, Wireless - blue			M150	
22	1	Shredder - black			Fellowes	AURG04019A
23	1	Printer, Color Laserjet		5196	HP M452dn	
24	1	Shredder - black			Fellowes MS-45OC	
25	1	Chair, Executive - brown/gray				057-1430508
26	1	Chair - black/silver				303-477/24625835
27	1	Card File Box - gray metal			HUNTLIT-NING	
28	1	Phone Cover, black for V8 iPhone 6/6s			BH124	B073WDKX3R
29	3	Phone Cover, black for T-Mobile Revvl Plus			CircleMalls	X001OT8A27
30	1	Chair - black/silver			ESS-6020	

Dept. **Downtown Improvement Dist.** **By:** **Alexis Riojas** **(956) 216-4910**

Item	Qty	Description	City ID#	RCI S/N	Model No.	Serial No.
1	1	Cart, Mini Fridge				
2	1	Bookshelf with Drawer, low profile				
3	48	Chairs, Conference Room Chairs-green				
4	4	Chairs, Rolling - maroon				
5	5	Chairs, Office Desk				
6	2	Chairs, Upholstery				
7	1	Sofa				
8	1	Rug - grey/white		6480		
9	3	Office Desks				
10	3	8" Tables				
11	1	Coffee Table				
12	1	Side Table				
13	1	Bookshelf				
14	1	Hallway Accent Table				
15	1	Projector				

Dept. **Harlingen Fire Department** **By:** **E. Alvarez** **(956) 897-1131**

Item	Qty	Description	City ID#	RCI S/N	Model No.	Serial No.
1	1	Recliner, 3 Seat, Leather - Red				
2	1	Table, Wood				
3	5	Chairs, Wood				
4	10	Bed Sheet Covers				
5	1	Hedge Trimmer				
6	3	Cascade Cylinders - Blue				
7	1	Chair, Office				
8	2	Mats, Rubber				
9	1	Mini Blinds				
10	1	Light Fixture				

Exhibit "A"

City of Harlingen

Auction List: Saturday, October 12, 2024

11	1	Shelving for SCBA Sta 2				
12	1	Night Stand S-3				
13	1	Cage Set for Bunker Gear S-3				
14	1	Tape Dispenser S-3				
15	3	Remotes for Overhead Door S-3				
16	2	Power Cord & Junction Box w/Reel S-3				
17	2	Webster Dictionary S-3				
18	2	Eye Protection Sunglasses S-3				
19	1	Keyboard, Computer (wired) S-3				
20	1	Power Strip / Surge Protector S-3				
21	1	Lawn Mower Blade S-3				
22	1	Yellow Box Light (no charger) S-3				
23	2	Vests, Traffic S-3				
24	1	Car Jack Stands, Pair S-3				
25	1	Tool Drill Bag S-3			Ryobi	
26	1	Bar Stool S-3				
27	1	Microwave S-4			Sharp	
28	1	Torch Set S-4				
29	1	Hose, 10 Foot Line - red S-4				
30	1	Shop Vac S-4			Craftsman	
31	1	Battery S-4			Motorola	
32	1	Mics, Portable S-4			Tait	
33	8	PFD Expired - red S-4				
34	1	TV, 32" Vizio S-4			Vizio	
35	1	Monitor, Dell Computer S-4			Dell	
36		Floor Mats, Interlocking S-4				
37	1	Chain Saw S-4				
38	1	Craftman Set S-4			Craftsman	
39	1	Trimmer, Straight Shaft S-6			Stihl	
40	1	Chair, Office S-6				
41	1	Sofa S-7				
42	1	Stove (works) S-7			Kenmore	
43	1	Refrigerator (works) S-7			Frigidaire	
44	1	Battery Charger S-7				
45	1	Cabinet, 2 Drawer - brown S-8				
46	1	Coffee Maker S-8			Bunn	
47	1	Dry Erase Board S-8				
48	3	Hose, 50 Ft Section, 1 3/4 Inch S-8				
49	4	Hose, 100 Ft Section, 1 Inch S-8				
50	2	Hose, 50 Ft Section, 1 Inch S-8				
51	5	SCBA Cases - black S-8				
52	1	Tri Pod - aluminum S-8				

Exhibit "A"

City of Harlingen

Auction List: Saturday, October 12, 2024

53	1	A/C Console S-8			Pierce	
54	2	Mist Fans - red S-8				
55	2	Seats, F-150 Jump Seats S-8			Ford	
56	1	Fan, Negative Pressure - Red S-8				
57	1	Microwave, 1150 Watt S-8			GE	FR294611A
58	3	Helmet - black S-8			Cairns	
59	2	Helmet - black S-9			Bullard	
60	3	Helmet - red S-8			Cairns	
61	4	Helmet - red S-8			Bullard	
62	1	Helmet - white S-8			Bullard	
63	17	Bunker Boots S-8			Black Diamond	
64	1	Printer, Office Jet Pro S-8			HP 6978	TH8681R0RY
65	1	Printer, Color Laser Jet S-8	1748		HP CM2320nf	
66	1	HP Office Jet Pro S-8	5237		HP 7740	
67	1	Mower, Riding, JD140 S-8	2206		John Deere	
68	1	Fire Hose Bridge Set S-8				
69	1	Printer, Officejet MIS			HP 7612	CES53Q010T
70	1	Printer, Officejet MIS			HP 6100	CN45L741TQ
71	1	Printer, Officejet Pro MIS			HP 6830	TH56264257
72	2	Phones, NEC MIS			NEC	
73	1	Printer, Officejet Pro MIS			HP 7720	

Dept. **Tony Butler Golf Course** **By:** **Jeff Hart** **(956) 873-2989**

Item	Qty	Description	City ID#	RCI S/N	Model No.	Serial No.
1	225	Sprinkler Heads 700, 900, 750 Series			RainBird	
2	1	Computer Keyboard				4418a-yr0012a
3	1	Computer Moniter				rev-a06
4	1	Printer 276 WD			HP	cn331126dd
5	1	Computer Keyboard				cn73826
6	1	Printer 8600			HP	cn22ka53nw
7	1	Computer		6480	Dell	14982592070
8	2	Cash and Change Drawers				

Dept. **Health/Animal Control** **By:** **Carolina Garcia** **(956) 216-5220**

Item	Qty	Description	City ID#	RCI S/N	Model No.	Serial No.
1	1	Cabinet, 4 Door - beige	1014			
2	2	Chairs, Rolling Office - black				
3	1	Fire Extinguisher (empty)			H110G	VM217998
4	1	Keyboard, Ergonomic 4000 V1.0			X823051-001	768-7605754844
5	1	CompuCessory			CompuCessory	
6	1	Laminator, Cosmic 125			Fellowes	

Exhibit "A"

City of Harlingen

Auction List: Saturday, October 12, 2024

7	15	Shirts, Uniform - Health Inspectors				
8	29	Shirts, Long & Short sleeves				
9	20	Shirts, Polo				
10	1	Pants, 30x30				
11	1	Trap, Small	7707			
12	1	Trap, Small	7709			
13	1	Trap, Large	5584			
14	1	Catch Pole, animal				
15	4	Snake Grabbers				

Dept. Library **By:** Naomi Pena **(956) 216-5801**

Item	Qty	Description	City ID#	RCI S/N	Model No.	Serial No.
1	1	Toner Cartridges, 1 box - various				
2	1	Toner Cartridges, 1 box - various				
3	1	Sign, Clear Display Info				
4	1	Advance Spectrum 15p				
5	1	Advance VU500 Vacuum				
6	2	Whiteboards, Mobile, Wood				
7	1	Book Truck, 3 slope, small - beige				
8	1	Dolly, Flat bed				
9	1	Game, Table-Top Plinko-style				
10	1	Box w/Toddler Piano & Car Track Rug				
11	1	Desk, Reference	463672			
12	1	Computer Tower - black	4476			
13	1	Computer Tower - black	4475			
14	7	Computer Tower - black				
15	13	Monitors, 20"			Dell	
16	1	Computer, Desktop			Dell Precision T1500	
17	1	Keyboards & Mice, 1 box				

Dept. M.I.S. **By:** Nick Gonzalez **(956) 216-5034**

Item	Qty	Description	City ID#	RCI S/N	Model No.	Serial No.
1	1	Monitor Arms				
2	1	Hard Drive Dock Station			Startech	
3	1	Netgear Switch			NetGear	16A2563M00670
4	1	Trendnet Switch	1137		Trendnet	C215371600632
5	1	Monitor, 22" Monitor			LG	110NDMT99475
6	1	Monitor, 22" Monitor			Dell	CNON20XK7426152FOUSL
7	1	Computer, Optiplex 7020	1099		Dell	4GBQ842
8	1	Computer, Optiplex 3010	1098		Dell	CMNSSW1
9	1	Computer, Optiplex 3010	2133		Dell	HJSKGX1
10	1	Acer 22inch Monitor			Acer	92003329640

Exhibit "A"

City of Harlingen

Auction List: Saturday, October 12, 2024

11	1	Printer, Laserjet pro 400	4442		HP	CNDF242090
12	1	Cart - grey				
13	1	iPhone 5 Cases, 1 box				
14	1	Projector			Sony	70105852335
15	1	Projector			Viewsonic	T97131601292
16	1	Projector			Sony	70211202405
17	1	Security Cameras, 1 box			Goevision	
18	2	Microtoner				
19	1	Water Dispenser Cooler			Elkay	
20	1	TV, 40"			Vizio	LBVTC9KX3409289
21	1	Computer, Optiplex 380	1253		Dell	509BMM1
22	1	Computer, Optiplex 380	3183		Dell	F210BP1
23	1	Computer, Optiplex 3010	1687		Dell	HJSGGX1
24	1	Computer, Precision 5820	5095		Dell	86P1PZ2
25	1	Computer, Precision 5820	1902		Dell	CFW1182
26	1	Computer, Optiplex 390	1955		Dell	20568V1
27	1	Computer, Optiplex 7010	1018		Dell	9G9H0Z1
28	1	Computer, Optiplex 7010	2573		Dell	6W35Y12
29	1	Computer, Optiplex 7020	2137		Dell	10HGV52
30	1	Computer, Optiplex 7020	1810		Dell	HKB5W52
31	1	Monitor, 19"			Dell	
32	1	UPS, 650			APC	4B1706P0045
33	1	UPS, 550			APC	4B1634P41955
34	1	UPS, 550			APC	4B124P4
35	1	UPS, 625			Cyberpower	BNAKQ2007813
36	1	UPS, 1500			APC	3B2021X50142
37	1	UPS, 550			APC	4B1236P16812
38	1	Monitor, 17"			Insignia	B337EP51019
39	1	Monitor, 17"			Insignia	B445EP011365
40	1	Monitor, 17"			Insignia	B322EPS09364
41	1	TV, 50"			Vizio	LTCWTQCS2653074
42	1	Tripod			Amazon Basics	
43	1	Tray Case, CD				
44	1	TV, 75"			Vizio	LFTIGRLT3700237
45	1	Computer Speakers			Harma/Kordan	
46	1	Speakers, Altee Laning			Dell	
47	1	Laptop, Dell Latitude E5510	1904		Dell	4NQJTP1
48	1	Monitor, 22"			Dell	CNONDMRP7426127U3RWUT
49	1	Laptop, Dell Latitude E6510	3192		Dell Latitude E6510	B2V6ZN7
50	1	Printer, 7740 wide format			HP	
51	1	Printer, 7740 wide format			HP	
52	1	Router, Cisco 2600 Series			Cisco	FTX0936A1JS

Exhibit "A"

City of Harlingen

Auction List: Saturday, October 12, 2024

53	19	Server Rack Rails				
54	1	Server Cable Management Rail				
55	1	DVR	3081		Samsung	ZBP0690H201E8P
56	1	Coffee Machine, Keurig			Keurig	
57	1	Computer, Optiplex 7040	4485		Dell	DK832G2
58	1	Scanner, 6140	1257		Fujitsu-6140	24798
59	1	Scanner, 6141	1102		Fujitsu-6140	25349
60	1	DVR			Vikek	0909S08V0198
61	1	Firewall, CiscoPIX Series			Cisco	44405471680
62	1	TV, 60", Vizio D60F3			Vizio	LFTRXBKU2407220
63	1	Desk Phones, 1 box				
64	2	Keyboards, 1 box misc.				
65	1	Computer, Optiplex 9020	1155		Dell	JNZ3W52
66	1	Computer, Optiplex 7010	1027		Dell	F18Y9Z1
67	1	Computer, Optiplex 7020	1284		Dell	9Z5VR52
68	1	Computer, Optiplex 3050	4390		Dell	20T1WP2
69	2	iPad Mount Case				
70	1	Computer, Dell Dimension E510			Dimension E510	OX5543
71	1	Computer, Dell Dimension E650			Dimension E650	OCT364
72	1	HP PC	1047		Compaq 6005	MXL1021EZL
73	1	UPS, APC 550			APC	4B1434P37828
74	1	UPS, APC 550			APC	4B1236P16742
75	1	Monitor, 17"			Insignia	
76	1	Surface Pro 1724			Microsoft	14802670953
77	1	Surface Pro 1725			Microsoft	68114154253
78	1	Surface Pro 1726			Microsoft	39242144253
79	1	Surface Pro 1807			Microsoft	34630580253
80	1	Laptop, Dell XPS 14			Dell	84B4JR2
81	1	Laptop, Dell XPS 15	1944		Dell	4LS2SF2
82	1	Macbook Pro, A1286			Apple	C02G7MWQDRJC
83	1	Laptop, HP 255 G2	1091		HP	5CG5231QG6
84	1	Laptop, Gateway NE56R41U			Gateway	KY1UAA03025002DB134
85	1	Laptop, Lenovo x220			Lenovo	R9KW5DX
86	1	Laptop, Compaq Precario			Compaq	CQ60
87	1	Laptop, Compaq 253			Compaq	CNF0253MSY
88	1	Laptop, Lenovo T550			Lenovo	R90G25NG
89	1	Laptop, HP Pavilion 15			Hp	5CD5345NLW
90	1	Laptop, Dell E6540	1905		Dell	B1LBJ12
91	1	Computer, Dell N4010			Dell	JOLDTN1
92	1	Computer, Dell Optiplex 5070	5238		Dell	C4VPH13
93	1	Computer, Dell Optiplex 7010	1089		Dell	1T0F6Y1
94	1	Cables, 1 box - misc.				

Exhibit "A"

City of Harlingen

Auction List: Saturday, October 12, 2024

95	1	Macbook Pro, A2141			Apple	C02CMC6FMD6N
M.I.S. Dept. By David Castro (956) 216-5032						
Item	**Qty**	**Description**	**City ID#**	**RCI S/N**	**Model No.**	**Serial No.**
1	1	Monitor, Dell			E207WFPc	CN-0G263H-64180-8CP-1UUL
2	1	Monitor, Dell			2208WFPt	CN-0F532H-74443-8BD-141L
3	1	Monitor, Dell			P190St	CN-0RNMH6-74445-9CH-6557
4	1	Monitor, Dell			E2210f	CN-00KTG0-72872-15Q-H8FM
5	1	Monitor, Dell			P2214Hb	CN-0KW14V-74261-572-8MWS
6	1	Monitor, Dell			P2214Hb	CN-0KW14V-74261-4AT-1JGB
7	1	Monitor, Dell			P2210f3	
8	1	Monitor, Dell			2208WFPt	CN-OF532H-74443-89K-B1LS
9	1	Monitor, Acer	6808		V193	ETLDQ0C201111068154 0J6
10	1	Monitor, Acer			AL1916	ETL490837073107D504237
11	1	Monitor, Dell			E1909Wf	CN-OY858D-72872-88M-A00
12	1	Monitor, Dell			E1909Wf	CN-OY858D-72872-89J-03FL
13	1	Monitor, Dell			E1909Wf	CN-OY858D-72872-89J-0C7L
14	1	Monitor, Ingram Micro			1865M	VH011N61900709
15	1	TV, Insignia LCD			19E310A13	B321EP503729
16	1	Monitor, Acer			AL2216W	ET740903865201FBC3820
17	1	Monitor, Acer			AL2216W	ET740903865201FF63820
18	1	8-Port D-Link Switch			DES-1108	F321376002735
19	1	Computer, Dell Optiplex 7020	1773		Dell 7020	53C6X52
20	1	Computer, Dell Optiplex 3010	1379	1930	Dell 3010	CT7PSW1
21	1	8 Port Switch, FS108P			NetGear	16A2563M00699
22	1	Time Clock			IRT-1100-M2-1	00-50-C2-2A-4A-96-H
23	1	Calculator, Canon			MP12DH	69395
24	1	Printer, VeriFone			P250	501-023-167
25	1	Shredder, Shredmaster			SC060	TF19855H....
26	1	Monitor Stand, plastic				
27	1	Speakers			Harmon/Kardon	CN-02320V-47782-0CI-0561
28	1	Computer, Dell Precision 5810	1764		Dell	B9KNQ22
29	3	Keyboards				
30	1	Megabit Modem			300S	224427790
31	1	Megabit Modem			300S	218731978
32	1	Snap Server			1100	FCE39BP868
33	1	Iomega StoreCenter			NHDD2	KPBH160254
34	1	DVR			VMAX8	S080311430058
35	1	UPS, APC BE550G			BE550G	
36	1	POWER-PC 7025	1976	463890	7025	S70251016493

Exhibit "A"

City of Harlingen

Auction List: Saturday, October 12, 2024

Dept. Municipal Auditorium By: Isabell Sauceda (956) 245-0887

Item	Qty	Description	City ID#	RCI S/N	Model No.	Serial No.
1	1	Computer, Dell Optiplex GX520	4783	3257	895YG91	895YG91
2	1	Computer, Dell Optiplex 320	3258		6DR2HG1	
3	1	APC Back Up 1500				
4	1	Monitor, 22" DELL			Dell	
5	1	Computer, Dell Optiplex 390	1086	2897265053	8972685053	28972685053
6	1	Keyboard, Dell			Dell	
7	1	Keyboard, windows advanced 24ghz				
8	1	Brother Laser Fax super g3			Brother	
9	1	Phone NEC DTERM IP			ITR-8D-3(BK) TEL	15401021C1C
10	1	Phone NEC DTERM IP			ITR-8D-3(BK) TEL	27100308G1G
11	1	Phone NEC DTERM IP			ITR-8D-3(BK) TEL	1540127C1C
12	1	Computer, DELL OPTIPLEX 390	1951	19142547085	Dell	
13	1	DELL	3531	3267	DHS	5KH8L01

Dept. Municipal Court By: Lupita Moreno (956) 216-5127

Item	Qty	Description	City ID#	RCI S/N	Model No.	Serial No.
1	2	Shirt, Red Kap				
2	1	Apc Backups				4B189P15014
3	1	Filing Organizer				
4	1	Chair, Computer - red				
5	1	Air Refreshner, Air Wick				
6	1	Stapler, Swingline 2-40 Sheets				
7	6	Chairs, Mesh Back - black/grey				
8	1	Desk Tray, plastic - black				
9	2	Coffee Makers				
10	2	TV's				
11	1	Digital Clock			Howard Miller	KJ222499001
12	8	Tray, Hanging Plastic				
13	2	Chair, Rolling - black				
14	1	Chair - no wheels				
15	2	Chairs, High Desk				
16	1	Monitor, HP			LE2201W	CNK92700WP
17	1	Ebag - black & grey				
18	2	Printer, HP Office Jet Pro 8710			HP	
19	1	Signature Pad - topaz			T-L462-HSB-R	
20	1	Laptop Bag - black				
21	2	Cartridge, Cyan Ink 952			HP	
22	1	Scanner			6130	
23	1	Toner, Premium - box				
24	1	Chair, Leather - brown				

Exhibit "A"

City of Harlingen

Auction List: Saturday, October 12, 2024

25	1	Stapler, Bostitch			8440	
26	2	Cartridge, Ink, 952 Yellow			HP	
27	3	Cartridge, Ink, 952 Magenta			HP	
28	1	Cartridge, Ink 4 Pack 952/950			HP	
29	1	Cartridge, Ink 88			HP	
30	1	Monitor			DELL E2009WT	OM743D
31	1	Monitor			DELL E2009WT	OM7430
32	1	Monitor			HP LE2201W	CNK92700DD
33	1	Monitor			HP LE2201W	CNK92700F5
34	1	Toner -black			XEROX Workcentre	
35	1	Tray, Mesh - black				

Dept. **Museum** **By:** **Isabell Sauceda** **(956) 245-0887**

Item	Qty	Description	City ID#	RCI S/N	Model No.	Serial No.
1	1	Monitor, Dell	5366		Dell	
2	1	Monitor, Acer	3044		Acer	
3	1	Monitor, Insignia			Insignia	B445EPD1200
4	1	Chair, Desk, Fabric - blue				
5	1	Chair, Desk - black				
6	1	Alarm panel box				
7	5	Planting Pots, Terracotta				
8	1	Speakers, Computer, Herman Kardon			Herman Kardon	
9	1	Carpet - dark red				
10	1	Firewall Server, Prosafe 802.11g wireless			NetGear FWG114P	1JJ165B300580
11	1	Printer, HP Photosmart 6525			HP	TH45N58001
12	1	Printer, HP Officejet 4500 wireless			HP	CN13IJ609F
13	1	Printer, Lexmark			Lexmark	0003906027I
14	3	Mini Blinds, 1" - ivory				
15	1	Desk, Office, L shape with Hutch	00072			
16	1	Monitor, Dell			Dell	CN-OF779N-74261-068-3E24
17	1	Monitor, Plana	4587		PE191M	
18	1	Mouse, Dell			Dell	0DVORRH-LO300-87E00NA
19	5	Reindeer made of cardboard				
20	4	Tires, Air - small			different models	
21	6	Stack-a-File (4 without box)			Regeneration	
22	1	Printer, Cannon MP11X			Cannon	21997074
23	1	Organizer, Storage desktop				
24	2	Paper Tray Organizer, Stackable				
25	1	Tape, Crime Scene - yellow				
26	1	Light Bulbs, Flouresecent				
27	1	Pencil Holder, Mesh metal				
28	1	Light fixture				

Exhibit "A"

City of Harlingen

Auction List: Saturday, October 12, 2024

29	1	Wood Post, 4x4 with stand				
30	1	Phone, Grandstream			Grandstream	42UMHXVG308E5B88
31	1	Side Table, 6'	3257			
32	1	Mouse, Microsoft			MS 1387	x820593-006
33	1	Drawer Tray 7 Compartment - walnut				
34	1	Desk, Executive 5 Drawer - walnut				
35	50	Chairs, Beige				
36	5	Tables, 6', - yellow beige				
37	1	Crate, Wood - yellow empty				
38	1	Printer, HP - gray			HP	
39	1	Monitor				
40	1	APC Smart UPS 750xl			APC	
41	1	Tripp Lite				
42	1	APC Back UPS 1500			APC	
43	1	Computer, Dell Optiplex 360	3022		Dell	
44	1	Keyboard, MS Comfort Curve			Microsoft	

Dept. **Parks & Recreation** **By:** **Esther Ballesteros** **(956) 216-5951**

Item	Qty	Description	City ID#	RCI S/N	Model No.	Serial No.
1	1	Valve, 3" double shut off - grey & red			Febco Model 825	
2	1	Drain Cleaning Gun -orange & black			Ridgid Kollman	C55KXFHH-3034
3	1	Truck bed w/hitch (Ford 250) -black			Eagle	Plate# 8689096
4	1	Spray Machine			Pioneer	Vin# 130510
5	1	Pressure Washer - for parts				Vin# F12105429
6	1	Pressure Washer - for parts				Vin# F1215428
7	1	Pressure Washer - for parts				Vin# 1601198896257
8	1	Pressure Washer - for parts				Vin#15729908981500
9	1	Pressure Washer - for parts				VIN# 54494501992
10	1	Distribution Transformer				J48M28T15B
11	1	Chain Saw 12" - for parts				
12	1	Tash Can, Mesh - blue			Webcoat	
13	12	Pipe Mounts, metal - blue				
14	3	Slide, 8 ft - red			Miracle Recreation	112597
15	1	Roof Piece, 12 ft, slightly weathered				
16	3	Bench, Custom Decorative, metal				
17	4	Playground Tansitional Pieces				
18	7	Playground Steps - blue				
19	1	Playground Rock Wall & Steps				
20	3	Slide w/attachment - green			Miracle Recreation	
21	1	Slide, 2 Lanes, 6 ft - red			Miracle Recreation	
22	1	Playground Bubble Attachment - red			Miracle Recreation	
23	1	Slide, 5 ft - white				

Exhibit "A"

City of Harlingen

Auction List: Saturday, October 12, 2024

24	1	Playground Jumping Animal 4-way springboard			Game Time Inc.	
25	16	Playground Base & Steps - cream				
26	8	Gutters, size vary - green, white				
27	3	Tin pieces, 24 ft x 1 ft 7 in				
28	1	Slide, Metal, 8 ft - size may vary				
29	1	Light Pole, Double Bulb - grey				
30	3	Poles - grey				
31	4	Soccer Pole - pieces				
32	13	Poles - purple				
33	15	Poles - red				
34	3	Motorcycle Bounce&Ride Toys - green			Game Time Inc.	
35	2	Poles, 15 ft - white				
36	1	Bench, Wood & Metal - large				
37	1	Bench, Wood & Metal - small				
38	1	Loft Bike Rack - green				
39	2	Playground Roof, Pyramid Shaped			Miracle Recreation	
40	2	Slide, Spiral - red			Miracle Recreation	
41	1	Bike Rack, 4 ft - red				
42	1	Riding Spring Dinosaur - purple			Miracle Recreation	
43	2	Slide, Double Lane - red			Miracle Recreation	
44	2	Slide, Tube - blue				
45	1	Slide, 11 ft - blue				
46	1	Slide joint - green				
47	1	Playground core & misc. parts - blue			Miracle Recreation	
48	1	Slide w/attachment - yellow & purple			Miracle Recreation	
49	1	Pelican Ride & Bounce Toy			Game Time Inc.	
50	1	Disc Stairs - yellow			Miracle Recreation	
51	1	Slide, 6 ft - blue			Miracle Recreation	
52	1	Wood, Cut Pile - Large				
53	1	Cider Blocks, 1 Pallet				
54	5	Cement Wheel Stops				
55	4	Cement Bench Tops w/Legs				
56	1	Cement Table Top & Base				
57	4	Cement benches w/Top & Base -mosaic				
58	1	Slide, 2 piece, False Wood - brown	161940			
59	2	Metal poles w/concrete addition				
60	1	Bricks, Garden, 1 Pallet				
61	30	Telephone Poles				
62	1	Rustic Truck Bed, Ladder Carry				
63	1	Angel Iron Sculpture				
64	40	Poles, Hollow Metal				
65	12	Breaker Boxes - some doors included				

Exhibit "A"

City of Harlingen

Auction List: Saturday, October 12, 2024

66	1	Light Pole, Single Bulb - grey				
67	2	Loft Pipes, Rustic Metal				
68	18	Light Fixtures, misc.			GreenStar LED480	
69	8	Light Fixture - large				
70	1	Ride & Bounce Cricket Toy			Game Time Inc.	
71	1	PVC T Joint, 4 1/2 in			43J50712	
72	1	Pipe, Metal, 11 ft - red				
73	1	Breaker Box & Outlet - wires included				
74	4	Light Bulb Sockets, Metal, Dome				
75	1	Pile of misc. electrical parts				
76	1	Metal Pipes w/concrete - yellow				
77	1	Bucket, custom COH, large - green				
78	1	Bench, custom COH, Metal - pink & green				
79	2	Edge Trimmer FS 130 R - for parts			Stihl FS 130 R	
80	1	Edge Trimmer FS 130 R - for parts	#50A253102		Stihl FS 130 R	
81	2	Edge Trimmer FS 250 R - for parts			Stihl FS 250 R	
82	1	Edge Trimmer FS 131 R - works	#51279A217		Stihl FS 131 R	
83	1	Backpack blower, for parts			BR 550	
84	1	Hedge Trimmer HL90K - for parts			Stihl HL90K	#505956753
85	1	Mower Lawn - works			Honda	MZBZ-6592547
86	1	Chainsaw, MS194T - works			Stihl MS194T	
87	5	Scoreboard Tmer			600-4730	

Dept. **Planning & Development** **By:** **Sabina Ramirez** **(956) 216-5101**

Item	Qty	Description	City ID#	RCI S/N	Model No.	Serial No.
1	1	Toaster (White)			Proctor Silex	
2	1	Pencil Sharpner			Boston Electric	
3	1	3 Ring Hole Puncher - black				
4	1	Chair, Office - black				
5	1	Cushion, Back Support				
6	1	Dry Erase Board				
7	1	Storage Bin, Folder - black				
8	57	File Folder, Hanging - blue				
9	1	File Folder, Hanging - red				
10	1	Holiday Decorations, 1 Box - assorted				
11	1	Tack Board - black				
12	1	Folder Hanger, Wire				
13	1	Foot Rest				
14	5	Bind Spirals, 5 Boxes - assorted				
15	1	Binding Cover Folder - assorted				
16	1	Binding Cover Folder - assorted clear				
17	1	Mousepad w/Wrist Guard - floral				

Exhibit "A"

City of Harlingen

Auction List: Saturday, October 12, 2024

18	1	Keyboard - missing USB				
19	1	Drawer Organizer - extendable				
20	2	Report Cover - 1 red, 1 black				
21	1	Clipboard w/Storage - black				
22	3	Computer Fans - used				

Dept. **Police Department** **By:** **Sgt. Moore** **(956) 367-5170**

Item	Qty	Description	City ID#	RCI S/N	Model No.	Serial No.
1	1	Laptop Computer, HP	5731		Probook 4720s	2ce1080l3f
2	1	Laptop Computer, HP	5727	1836	Probook 4720s	2ce1080l2c
3	1	Laptop Computer, HP	5814	2107	Probook 4710s	cnu9211htz
4	1	Computer, Dell Desktop	135	2100	Optiplex7010	bjwlpw1
5	1	Computer, Dell Desktop	131	1847	Optiplex7010	bjtkpw1
6	1	Computer, Dell Desktop	5688	2177	Vostro 230	cdh3pm1
7	1	Computer, Dell Desktop		2113	Optiplex790	41sv8v1
8	1	Computer, Dell Desktop	5361	2404	Optiplex320	7hf58f1
9	1	Computer, Dell Desktop	215	2384	Optiplex710	6mqm6y1
10	1	Computer, Dell Desktop	218	1864	Optiplex7010	6mrl6y1
11	1	Computer, Dell Desktop	221	2148	Optiplex7010	6mpm6y1
12	1	Printer, HP	143		Officejet8100	cn2aobvhjy
13	1	Books, 1 Box misc. I.T. books				
14	1	Computer, Desktop	5689	2355	Vostro 230	CDJ3PM1
15	1	Camera, Hikvision			DS-2D	670267121
16	1	Camera, DVTel			DVT-VDHD	001BD800198B
17	1	Monitor, Dell			P2217H	33f4tl2
18	1	Monitor, Dell			E2011Hc	
19	1	Monitor, Dell			E2210Hc	
20	1	Monitor, HP			P224	CNK941107P
21	1	Monitor, HP			22uh	CNK9430NG3
22	1	Monitor, HP			22uh	CNK9430NCQ
23	1	Monitor, HP			22uh	CNK9430NGB
24	1	Monitor, Dell			P2217H	D28XSL2
25	1	Monitor, Dell			P2217H	H1F4TL2
26	1	Time Clock Plus				
27	1	Phone, Grandstream			GXP2130	
28	1	Camera, DVTel			DVT-VDHD	001BD800377D
29	1	Monitor, Dell			E2210Hc	
30	1	Monitor, Dell			E2210Hc	
31	1	Laptop, Panasonic Toughbook	301	1983	CF-31	
32	1	Laptop, Panasonic Toughbook		2050	CF-31	
33	1	Laptop, Panasonic Toughbook	305	1981	CF-31	
34	1	Laptop, Panasonic Toughbook		2044	CF-31	

Exhibit "A"

City of Harlingen

Auction List: Saturday, October 12, 2024

35	1	Laptop, Panasonic Toughbook	5690	2018	CF-31	
36	1	Laptop, Panasonic Toughbook	298	2000	CF-31	
37	1	Laptop, Panasonic Toughbook	5821	1993	CF-31	
38	1	Laptop, Panasonic Toughbook	5695	2087	CF-31	
39	1	Laptop, Panasonic Toughbook	297	1998	CF-31	
40	1	Laptop, Panasonic Toughbook	299	2010	CF-31	
41	1	Fryer - unknown make	32268			
42	1	Propane Tank	32269			
43	1	Ice Chest	33554			
44	1	Battery Charger, 20V	35715			
45	1	Bicycle AAU	36971			91730679
46	1	Bicycle Dynacraft BMX - red	39168		Dynacraft BMX	
47	1	Bicycle - black & gray	39752			
48	1	Bicycle Granite Peak	41065		Granite Peak	
49	1	Bicycle 15 Speed - blue	41064			
50	1	Bicycle Alpine 507	41300		Alpine	
51	1	Bicycle - red & black	42192			
52	1	Bicycle Road Master - purple	42455		Road Master	
53	1	Bicycle	42702			
54	1	Bicycle H20 - blue	42855		H2O	
55	1	Bicycle	43000			
56	1	Bicycle	43061			
57	1	Bicycle, 3-Wheel	43113			
58	1	Bicycle	43128			
59	1	Bicycle	43737			
60	1	Bicycle	43909			
61	1	Mower, Craftsman - black/red	44155		Craftsman	
62	1	Bicycle X/Game	44321		X/Game	
63	1	Bicycle	44331			
64	1	Bicycle - black/orange	44422			
65	1	Bicycle	44862			
66	6	Fishing Poles	45293			
67	1	Dip Net	45294			
68	1	Bicycle Woman's - black	45396			
69	1	Bicycle Bayside	45460		Bayside	
70	1	Bicycle - camo	45534			
71	1	Pressuer Washer, Powerhouse	45628		Power House	
72	1	Mower, Lawn Electric Kobolt Brushless	45629		Kobalt	
73	1	Turbo Hybrid Surface Cleaner TH40	45630		TurboForce	
74	1	Trimmer, Echo QT-225	45789		Echo	
75	1	Bicycle	46200			
76	1	Bicycle Malibu - black	46274		Malibu	

Exhibit "A"

City of Harlingen

Auction List: Saturday, October 12, 2024

77	1	Bicycle Mongoose - gray	46310		Mongoose	
78	1	Bicycle Hard Trail	46425		Hard Trail	
79	1	Bicycle Huffy Rock Creek	46434		Huffy	
80	1	Bicycle	46517			
81	1	Bicycle	46537			
82	1	Bicycle Mongoose - black	46573		Mongoose	
83	1	Bicycle - red	46673			
84	1	Bicycle	46704			
85	1	Bicycle	46786			
86	1	Battery Charge Station, Built 4	46937		Schumaker	
87	1	Bicycle Huffy Rock It - blue	47118		Huffy	
88	1	Bicycle SC 200 - blue	47584		SC 200	
89	1	Bicycle	47684			
90	1	Bicycle Magna Mountain - gray	47748		Magna	
91	1	Bicycle Dredd - black w/pink	47876		Dredd	
92	11	A/C Condenser Cores	38823			
93	1	Refrigerator, Whirlpool Stainless Upright	2349		Whirlpool	
94	4	Rims, Chrome Chevy Corvette				
95	15	Hanging Light Cans				
96	1	Firehose - yellow				
97	1	Misc. Wiring Components - 1 pallet				
98	1	Misc. Wiring Components - 1 pallet				
99	1	Conduit Wire, 1 large spool				
100	1	Ice Chests (4) misc. - 1 pallet				
101	4	Table Carts				
102	4	Cabinets, Desk cabinets (new) - 4boxes				
103	1	Grill Guard (tahoe) - damaged				
104	13	Cabinets, Desk - used				
105	11	Cubicle Desk Tops - used				
106	4	Tires w/Black Rims - large				
107	2	Desks - brown				
108	12	Vehicle Seats (Tahoe/Explorer) - black				
109	9	Light Bars, Overhead, Whelen			Whelen	
110	1	Cubicle Walls - 1 pallet				
111	1	DVR Watch Guard			WGA00480-101	DVR2-044340
112	1	DVR Watch Guard			WGA00480-101	DVR2-060019
113	1	DVR Watch Guard			WGA00480-101	DVR2-044386
114	1	DVR Watch Guard			WGA00480-101	DVR2-043987
115	1	DVR Watch Guard			WGA00480-101	DVR2-064185
116	1	DVR Watch Guard			WGA00480-101	DVR2-043989
117	1	DVR Watch Guard			WGA00480-101	DVR2-044554
118	1	DVR Watch Guard			WGA00480-101	DVR2-044568

Exhibit "A"

City of Harlingen

Auction List: Saturday, October 12, 2024

119	1	DVR Watch Guard			WGA00480-101	DVR2-044344
120	1	DVR Watch Guard			WGA00480-101	DVR2-044591
121	1	DVR Watch Guard			WGA00480-101	DVR2-044327
122	1	DVR Watch Guard			WGA00480-101	DVR2-044364
123	1	DVR Watch Guard			WGA00480-101	DVR2-044126
124	1	DVR Watch Guard			WGA00480-101	DVR2-04535
125	1	DVR Watch Guard			WGA00480-101	DVR2-060133
126	1	DVR Watch Guard			WGA00480-101	DVR2-044569
127	1	DVR Watch Guard			WGA00480-101	DVR2-044346
128	1	DVR Watch Guard			WGA00480-101	DVR2-100218
129	1	DVR Watch Guard			WGA00480-101	DVR2-044326
130	1	DVR Watch Guard			WGA00480-101	DVR2-044350
131	1	DVR Watch Guard			WGA00480-101	DVR2-044574
132	1	DVR Watch Guard			WGA00480-101	DVR2-044590
133	1	DVR Watch Guard			WGA00480-101	DVR2-026958
134	1	DVR Watch Guard			WGA00480-101	DVR2-044389
135	1	DVR Watch Guard			WGA00480-101	DVR2-044390
136	1	DVR Watch Guard			WGA00480-101	DVR2-055671
137	1	DVR Watch Guard			WGA00480-101	DVR2-101960
138	1	DVR Watch Guard			WGA00480-101	DVR2-044589
139	1	DVR Watch Guard			WGA00480-101	DVR2-044127
140	1	DVR Watch Guard			WGA00480-101	DVR2-055674
141	1	DVR Watch Guard			WGA00480-101	DVR2-044368
142	1	DVR Watch Guard			WGA00480-101	DVR2-043982
143	1	DVR Watch Guard			WGA00480-101	DVR2-060085
144	1	DVR Watch Guard			WGA00480-101	DVR2-038281
145	1	DVR Watch Guard			WGA00480-101	DVR2-044328
146	1	DVR Watch Guard			WGA00480-101	DVR2-044135
147	32	Camera Watch Guard Back Seat			Watch Guard	
148	38	Camera Watch Guard Front Facing			Watch Guard	
149	38	Screens, Display Watch Guard			Watch Guard	
150	25	Body MIC's Watch Guard			Watch Guard	
151	29	Body MIC Holders, Watch Guard			Watch Guard	
152	34	Body MIC Holders, Watch Guard			Watch Guard	
153	34	Brackets Watch Guard			Watch Guard	
154	10	Camera Switch Watch Guard			Watch Guard	
PD - Communications BY: Iliana Oliva (956) 535-3462						
155	2	Chair, Office Rolling - black				4638678
156	1	Chair, 24/7 Seating Concepts -gray			3142	
157	1	Chair, 24/7 Seating Concepts -gray			3142	
158	1	Chair, 24/7 Seating Concepts -gray			3142	

Exhibit "A"

City of Harlingen

Auction List: Saturday, October 12, 2024

Dept. Public Works By: Tanya Lugo (956) 216-5304

Item	Qty	Description	City ID#	RCI S/N	Model No.	Serial No.
inistration (956) 216-5304						
1	1	Ice Machine			Manitowoc	
2	1	Safe				
3	1	Brown Shelf				
4	1	Fan, Maxx Air - red			Red Maxx	
5	1	Christmas Tree with Bag				
6	1	File Box - black				
7	1	Shelf - gray				
8	1	Desk File, Short - gray				
9	1	Desk, Metal - brown				
10	1	Desk - brown				
11	1	Cabinet, File Metal - black				
12	1	Table - brown				
13	1	Dispenser Water/Beverage				
14	1	HP Envy 5660 Printer			HP	
15	1	Large Coffee Pot Metal				
16	3	Dell Screens (Computer)			Dell	
17	1	Black Metal File Cabinet				
18	3	Light Fixtures Outdoor				
19	11	Indoor Light Fixtures				
20	1	Large Brown Desk				
21	2	Black Smal Wall Cabinet (Metal)				
22	150	Towel Dispenser, Electronic Hard Roll			Scott Essential	48860-02
City Shop/Fleet Dept - Amanda Claudio (956) 216-5297						
1	1	Jump Starter, Electric Schumacher			Schumacher	
2	1	Space Heater, Electric "Soleil"			Soleil	
3	1	Air Hydro Jack, 22 Ton K-Tool			K-Tool	
4	1	Floor Bottle Rack				
5	1	Table, Folding 48"				
6	1	Refrigerant Recovery Recycler/RobinAir			Robinair	
7	1	LG Humidifier			LG	
8	2	Mr. Heater 50,000 BTU			Mr. Heater	
9	2	Office Chairs				
10	1	Table, Folding - plastic				
11	12	Tires, 245 75 R17				
12	4	Tires, 265 70R17				
13	1	Welding Helmet				
14	1	Air Sander, 6"				
15	1	Parts Washer & Degreaser			Pure Wash	

Exhibit "A"

City of Harlingen

Auction List: Saturday, October 12, 2024

16	1	Cabinet, Key, 300 Hook Hanging				
17	1	Pro Star Garage Torch				
18	1	Wheel Assembly 22.5x3.25				
19	1	Wheel Assembly 17x8				
20	2	Wheel Assembly 18x8				
21	1	Wheel Assembly 19.5x6				
22	1	Pump, Hydraulic Gear, Parker 316 5030			Parker	
23	1	Gear Box			LF240J	
24	1	Steering Pump			5310110	
25	1	Aluminum Step				
26	1	Rim, Wheel 17x17.5				
27	1	Misc. Aluminum Tube				
28	1	Rolling Jack, Auto Lift 7,000 lb capacity			Rotary RJ7000Y	KPV13K0009
29	2	Shop Ceiling Fan			36WC93	
30	1	Cooler, Evaporative, Portacool 36"			PAC163SV1	
Public Bldgs. Dept - Tanya Lugo (956) 216-5304						
1	1	Vacuum, Purple & Gray Pro Team			1073290	239
2	1	Vacuum, Grey Hoover			4H1255	YW120
3	1	Vacuum, Eureka Yellow			4700	924004074
4	1	Vacuum, Advance Grey			GU155MU	130400141
5	1	Vacuum, Advance Grey			GU155MN	132300005
6	1	Power Washer, Red Craftsman			580752870	1021989475
7	1	Generator, Homelite			4T90500P	AP3352008
8	1	Air Compressor, Speed			5F212	J29337
9	1	Welder, Gold Seal Miller				KJ068975
10	1	Pressure Washer, Honda GX390			CA-4004-PMMA	11123519
11	1	Auger, Rigid			1052-16	770265
12	1	Tanks, Acetyylene/ Oxygen				
13	1	Air Compressor, Portable Husky			TA-2530B	2078359
14	1	Pool Pump, Above Ground Aqua Pro			62001-A2	1708000116
15	1	Beige Cabinet				
16	1	Display Board (Glass Cover)				
17	5	Beige Light Fixtures				
18	6	Exit Signs (Emergecny Light)				
19	1	Brown Desk				
20	4	Drafting Tables				
21	1	Extractor HighSpeed				
22	1	Metal Cabinet				
23	2	Microwaves				
24	1	Black Chair				
25	1	Black Chair				
26	1	Small Individual Desk				

Exhibit "A"

City of Harlingen

Auction List: Saturday, October 12, 2024

27	2	Red Chairs				
28	1	Rolling Cart				
29	8	Clip Boards				
30	1	File Cabinet				
31	1	Dell Screen (for computer)			Dell	
32	4	Desk Printers				
33	1	Printer/Copier Wide Format Savin 9027DL			Ricoh Savin 9027DL	
34	1	Frame - large				
35	23	Frames - small				
36	1	Desk - brown				
37	2	Monitors, Computer Screens				
38	1	TV, Sony			Sony	
39	1	Table, Coffee				
40	1	Printer				
41	1	Dish Box				
42	2	Calculator				
43	1	Trolly Cart				
44	2	Speakers, Large - black				
45	1	Desk, Small - brown				
46	1	Printer, Lexmark			Lexmark	
47	1	Phones, Office - 1 box				
48	2	Cabinets, File - beige				
49	1	Shelf				
50	1	Chair - blue				
51	1	Cabinet, File - black				
52	1	Frame, Large Picture				
53	1	Table, Rolling				
54	1	Microwave - brown				
55	100	Partitions				
Sanitation - Ramiro Robledo						
1	1	Desk, Brown Wood				
2	2	Chairs, Office Desk				
3	1	Black Canon Printer			Canon	
Street Dept - Danny Diaz						
2	7	Backpack Sprayers				
3	2	Blowers, PB265LN Echo			Echo	
4	5	Chainsaws, CS 271T Echo			Echo	
5	4	Weed Trimmers, Echo SRM 3020T			Echo	
6	2	Tree Trimmers, PPF225 Echo			Echo	
7	4	Blowers, Stihl			Stihl	
8	1	Radio & Phone Misc. Parts - 1 Pallet				
9	1	Echo Misc. Parts - 1 Pallet			Echo	

Exhibit "A"

City of Harlingen

Auction List: Saturday, October 12, 2024

10	3	Compactor, Vibrating WP 1550 Wacker's			Wacker WP 1550	
11	8	Shovels & Post Hole Diggers - 1 Pallet				
Traffic Signals - Arnold Campos						
1	6	Cabinets, Traffic Signal			TS2	
2	23	Street Signs, Illuminated				11090722
3	1	Chair, Office Desk - green				
4	1	Chair, Office Desk - gray				
5	1	Generator, Portable Dayton 300W		463848	38c06	
6	2	Desks, Metal				
7	1	Desk, Wood				
8	1	Lamp, Wall Mounted / Oscilloscope				
9	1	Cabinet, 2 Door, 5' - white				

Dept. **Vital Statistics** **By:** **Crystal Ortiz** **(956) 216-5140**

Item	Qty	Description	City ID#	RCI S/N	Model No.	Serial No.
1	1	Printer, HP Laser Jet			P2035n	
2	1	Printer, HP Laser Jet Pro			4001ne	
3	2	Scanner, Fujitsu			fi-7160	

Dept. **Warehouse/ Materials Mgmt.** **By:** **Kassandra Bocanegra** **(956) 216-5321**

Item	Qty	Description	City ID#	RCI S/N	Model No.	Serial No.
1	1	AC Window Unit Cooling & Heating			AHE08AXL1	HM060214M
2	1	Misc. Office supplies - 1 box				
3	2	Chairs, Office rolling - 1 black, 1 brown				
4	1	Monitor 23" ACER			V226HQL	MMLY7AA871405D3D851D
5	1	Monitor 20.5" DELL			E198WFP	CN-0MM226-73731-862-WA25
6	1	Monitor 22.5" DELL			P2217H	CN-0668VC
7	2	Calculator/Printing CASIO Blk & Red Ink			CSOHR-150TM	
8	1	Printer HP Laser Jet M1217 NFW MFP			B015B-0901-05	CNJ8F6F9QW
9	4	Jeans, Levi's 541 - 42W X 30L				
10	4	Jeans, Levi's Classic Bootcut Size: 12				
11	10	Shirts, Polo - assorted colors				
Warehouse Obsolete Stock Items - Kassandra Bocanegra (956) 216-5321						
12	10	Lamp, Clearance Red 46282	$ 9.75	$ 97.50	055 037 00029	
13	7	Lamp, Clearance Amber 46283	$ 9.50	$ 66.50	055 037 00030	
14	4	Mirror, Side West Coast S/S	$ 9.45	$ 37.80	055 064 00001	
15	7	Filter, Air MA5323 (87385) 3/CS	$ 4.08	$ 28.56	060 042 00037	
16	4	Switch Limit (KANN-MFG) Side Loader	$78.57	$ 314.28	060 074 00051	
17	3	Switch Limit Packer-Front Loader	$201.03	$ 603.09	060 074 00052	

Exhibit "A"

CITY OF HARLINGEN

Auction List: Saturday, October 12, 2024

Dept.: Internal Services/ Fleet Department **By: Amanda Claudio**

#	Department	Unit #	Year	Make/Model	VIN#
1	Landfill	526	2016	Wilkens- 53132AOT-53' Trailer	1W91A5323GM288680
2	Landfill	524	2016	Wilkens- 53132AOT-53' Trailer	1W91A5327GM288679
3	Street Cleaning	93	2007	International Vactor	1HTWGAZT37J484553
4	Parks & Recreation	951	2003	Ford 250	1FTNF20L X4EB72619
5	Police	547	2006	Freightliner	1FUJCYDC16HV86323
6	Police	548	2005	Trailer	13AK362095C773651
7	Police	15	2010	Polaris / Ranger	4XARD50A85D736225
8	Police	482	2015	Ford / Taurus	1FAHP2MK4FG140810
9	Police	594	2012	Chevrolet / Impala	2G1WD5E30C1254310
10	Police	473	2015	Ford / Taurus	1FAHP2MK5FG140802
11	Police	50	2007	Ford / Taurus	1FAFP53U97A187024
12	Police	580	2007	Ford / Crown Victoria	2FAFP71W27X162585
13	Police	535	2006	Ford / Crown Victoria	2FAFP71W76X110660
14	Police	567	2008	Ford / Crown Victoria	2FAFP71V58X148186
15	Police	578	2007	Ford Crown Victoria	2FAFP71W57X162581
16	Police	566	2007	Ford Crown Victoria	2FAFP71W97X107728
17	Police	199	2009	Ford F-150, black	1FTRW14889FA31549
18	Police	197	2009	Ford / Fusion, silver	3FAHP07149R216577

Exhibit "A"

Heavy Equipment List					
1	Brush & Debris	464	2014	Caterpillar 908H Wheel Loader	CAT0908HPJRD02371
2	Street Maint.	n/a		Sandbagger	12423
3	Street Dept.			Asphalt Distributor, RMT 1000 Rosco	1B9AA172461309155
4	Parks & Recreation			Trailer 5'(1) Axle w/lock up cage & wood	688331-A
5	Parks & Recreation	576		Back Hoe, JCB 215 Series 2 - yellow	2017460193
6	Parks & Recreation			Riding Mower, Ferris, 72" Deck-red(parts)	M00272X220075
7	Parks & Recreation			Grooming Mower, John Deere 272 w/Tractor, 6'-yellow	1096
8	Parks & Recreation	199		Stump Grinder, Vermeer 665A (1)Axle Gas Pwr-yellow	
9	Parks & Recreation			Gaiter Box "Hoe Attachment" for JD 272 -green	16VNX162592C35051
10	Parks & Recreation	71048		Trailer 18' Big Tex 50-LA (2) Axle - black	
11	Sanitation		1	30 Cubic Yard Open Top Containers	
12	Sanitation		2	30 Cubic Yard Open Top Containers	
13	Sanitation		3	30 Cubic Yard Open Top Containers	
14	Sanitation		4	30 Cubic Yard Open Top Containers	
15	Sanitation		5	30 Cubic Yard Open Top Containers	
16	Sanitation		1	40 Cubic Yard Open Top Containers	
17	Sanitation		2	40 Cubic Yard Open Top Containers	
18	Sanitation		3	40 Cubic Yard Open Top Containers	
19	Sanitation		4	40 Cubic Yard Open Top Containers	

Exhibit "A"

Harlingen Housing Authority

Auction List: Saturday, October 12, 2024

Dept. (COCC) Accounting **By: Sarah P** **Ph#956 423-2521**

Item	Qty	Description	Asset #	Brand/Make	Model No.	Serial No.
1	1	LG Desktop CPU	4839	LG		11147166121700400
2	1	LG Desktop CPU	4623	LG		11147166071802100
3	1	RCA Audio Video/S-Video Selector		RCA	VH911	29590219
4	1	Avaya Telephone		Avaya	1408D02A-003	12WZ136602EL
5	1	Avaya Telephone		Avaya	1408D02A-003	12WZ136602CH
6	1	Staples Calculator	4618	Staples	44780	
7	1	Sharp TV Aquos	1072	Sharp		
8	1	VIZIO TV		Vizio	D5OF-E1	LTCWVTLUO755000
9	1	Office Chair				

(COCC) Admin. Asst. by Ariana Valle Phone#: (956) 423-2521						
1	1	Monitor HP 25F	4694	HP		
2	1	Monitor HP 25ER	4692	HP		
3	1	Hp Colr Laser Jet Pro M254dw	4838	HP		
4	1	Fujitsu Scanner	4995	Fujitsu		

Housing - Section 8 by Nancy Garza (956) 423-2521 ext. 133						
1	1	Mail Sorter	1842			
2	1	Mail Sorter	1847			
3	1	Mail Sorter	1848			
4	1	Computer Tower	4571			
5	1	Gray Chair	58263			
6	1	Computer Tower (lobby)	4654			MXL303IJDK
7	1	Computer Tower (lobby)	4655			USH047L58S
8	1	Computer Tower (lobby)	4857			MXL2470KHS
9	1	Computer Tower (lobby)	4657			MXL249100K
10	1	HP Monitor (lobby)	1761	HP		CNK0400538
11	1	Table Desk (lobby)	1161			
12	1	Scanner Fujitsu fi-7030 (LR Admin)	30246	Fujitsu	P3750A	ATPC100464
13	1	Scanner Fujitsu fi-7030 (S8 Admin)	30244	Fujitsu	P3750A	ATPC100444
14	1	Scanner Fujisu N7100 (LR Admin)	4664	Fujitsu	N7100	AJCC005647
15	1	Dell Laptop	4879	Dell	P69G	3MV54L2
16	1	Surface Windows 8 Pro Laptop 64 GB	2042			
17	1	HP Laptop		HP		SCD0142W80
18	1	HP Laptop	4858	HP		CNC837NNVL
19	1	Tan Round Table	1721			
20	1	Tan Round Table	1744			

Exhibit "A"

Harlingen Housing Authority

Auction List: Saturday, October 12, 2024

Housing - Los Vecinos by Carlos Lopez Phone#: (956) 423-6213						
1	1	TROY-BILT PRESSURE WASHER	5181	Troy-Built	1016145320	
2	1	OFFICE CHAIR	4759			
3	1	OFFICE CHAIR	5106			
4	1	OFFICE CHAIR	5253			
5	1	OFFICE CHAIR	4741			
6	1	TEACHERS DESK	5558			
7	1	PRINTER	5544		C5F93A	PHBHJ95925
8	1	COMPUTER	1099		LSK84A	CNC523NS82
9	1	COMPUTER	476		200LM000013	E2060SDA
10	1	COMPUTER	2583		V195HQL	V196HQLAB
11	1	COMPUTER	30066		V5E94A6	3CQ8272B
12	1	PRINTER	30054			
13	1	Refrigerator	5284		GPE16DTHCRWW	RH846890
14	1	Refrigerator	5615		GPE16DTHMRWW	AM721266
15	1	Refrigerator	5481		GPE16DTHMRWW	GL853747
16	1	Refrigerator	229		W6TXWFWQWW	VS12135498
17	1	Refrigerator	3571		GPE16DTHCRWW	AH836036
18	1	Refrigerator	4939		GPE17CTNERWW	FS746370
19	1	Refrigerator	5572		GPE16DTHMRWW	AM810627
20	1	Refrigerator	2538		225.6172201A	BA23605802
21	1	Refrigerator	5307		GPE16DTHCRWW	RH846888
22	1	Refrigerator	5437		GPE17CTNBRWW	SM738366
23	1	Refrigerator	1281		253.61702406A	BA91003815
24	1	Refrigerator	3866		HPS18BTHJRWW	HG793094
25	1	Refrigerator	5439		GPE17CTNBRWW	SM718309
26	1	Refrigerator	5281		GPE16DTHCRWW	FH781932
27	1	Refrigerator	3572		GPE16DTHCRWW	AH812617
28	1	Refrigerator	5638		GPE16DTHMRWW	AM810630
29	1	Refrigerator	6329		GPE17CTNERWW	MS751406
30	1	Refrigerator	6256		GPE17CTNERWW	ZS751952
31	1	Refrigerator	1209		FRT8B5EWC	BA63829692
32	1	Refrigerator	1273		ET6WSKXSQ00	VSU2836206
33	1	Refrigerator	981		W6TXNWFWQ00	VS11733926
34	1	Refrigerator	6879		A6TXWFXWQ00	VS03543360
35	1	Refrigerator	5488		GPE16DTHMRWW	GL755070
36	1	Refrigerator	5479		GPE16DTHMRWW	GL821238
37	1	STIHL BACKPACK SPRAYER	4954	STIHL		
38	1	KEYBOARD	30072			
39	1	KEYBOARD	30062			
40	1	KEYBOARD	30065			
41	1	KEYBOARD	30110			

Exhibit "A"

Harlingen Housing Authority

Auction List: Saturday, October 12, 2024

Bonita Park AMP#20 by Elijio Sanchez Phone#: (956) 423-2341						
1	1	GE Refrigerator	3828	GE	GPE16DTHLRWW	VH815856
2	1	GE Refrigerator	3909	GE	GPE16DTHLRWW	VH815865
3	1	GE Refrigerator	4232	GE	GPE17CTNBRWW	SM738387
4	1	GE Refrigerator	5912	GE	GPE17CTNBRWW	SM738403
5	1	GE Refrigerator	5918	GE	GPE16DTHMRWW	TL816303
6	1	GE Refrigerator	6123	GE	GPE17CTNFRWW	FT828831
7	1	GE Refrigerator	6129	GE	GPE17CTNERWW	LT828412
8	1	GE Refrigerator	6161	GE	GPE17CTNERWW	DT830946
9	1	GE Refrigerator	6290	GE	GPE17CTNERWW	MS828615
10	1	GE Refrigerator	6302	GE	GPE17CTNERWW	MS828601
11	1	GE Refrigerator	30104	GE	GPE17CTNERWW	DT830949
12	1	Hotpoint Refrigerator	3667	Hotpoint	HTR16BBEJRWW	SA768124
13	1	Hotpoint Refrigerator	4343	Hotpoint	HTR16BBEJRWW	SA748207
14	1	Hotpoint Refrigerator	4441	Hotpoint	HPS15BTHCLWW	HF742411
15	1	Hotpoint Refrigerator	5132	Hotpoint	HPS518BTHCLWW	GG837118
16	1	Hotpoint Refrigerator	4389	Hotpoint	HTR16BBEJRWW	SA748207
17	1	Hotpoint Refrigerator	4367	Hotpoint	HTR16BBEDRWW	VA798514
18	1	Hotpoint Refrigerator	3877	Hotpoint	HPS15BTHCLWW	HF746409
19	1	Hotpoint Refrigerator	3711	Hotpoint	HPS15BTHCLWW	FF774756
20	1	Hotpoint Refrigerator	6241	Hotpoint	HPS18BTHJRWW	GG842267
21	1	Kenmore	30542	Kenmore	9638682	ED1834014
22	1	Lazy Boy Office Chair	3958	La Z		
23	1	Lazy Boy Office Chair	3959	La Z		
24	1	Black Office Chair	5855			
25	1	Black Office Chair	4037			
26	1	HP KeyBoard	4488	HP		
27	1	HP KeyBoard	4485	HP		
28	1	HP KeyBoard	4487	HP		
29	1	HP KeyBoard	4486	HP		
30	1	HP KeyBoard	5743	HP		
31	1	HP KeyBoard	5740	HP		
32	1	HP KeyBoard	5749	HP		
33	1	HP KeyBoard	5745	HP		
34	1	HP KeyBoard	30551	HP		
35	1	HP PC	5770	HP		
36	1	HP PC	5771	HP		
37	1	HP PC	5772	HP		
38	1	HP PC	5774	HP		
39	1	HP PC	5744	HP		9CG526WYO
40	1	HP PC	5748	HP		9CG526WY1
41	1	HP PC	5742	HP		9CG5271BMD
42	1	HP PC	5746	HP		9CG5271BMS

Exhibit "A"

Harlingen Housing Authority

Auction List: Saturday, October 12, 2024

43	1	HP PC	5750	HP		9CG5271BLX
44	1	6 Foot Folding Table	5726			
45	1	7 Foot Folding Table	4493			
46	1	8 Foot Folding Table	1069			
47	1	9 Foot Folding Table	4128			
48	1	Chair Set with Table	4055			
49	1	Video Recorder	4212			
50	1	Samsung Computer Monitor	2140	Samsung		
51	1	Samsung Computer Monitor	5773	Samsung		
52	1	Samsung Computer Monitor	5741	Samsung		
53	1	Samsung Computer Monitor	5932	Samsung		
54	1	HP Computer Monitor	2192	HP		
55	1	HP Computer Monitor	6119	HP		
56	1	HP Computer Monitor	6118	HP		
57	1	HP Computer Monitor	5931	HP		
58	1	HP Computer Monitor	2198	HP		
59	1	Planar Computer Monitor	4210			
60	1	Computer Monitor	4293			
61	1	Acer Computer Monitor	5877	Acer		
62	1	6 Gallon Air Compressor	3856			
63	1	Floor Buffer	30543	ICE		100325
64	1	Floor Buffer	3741	Tornado		0514A003763
65	1	Circular Saw	6181	Ryobi		CSB144LZ
66	1	Metal Key Box	238	Moore		16366
67	1	John Deer Riding Mower	4463	John Deer		4400206251
68	1	4 Drawer File Cabinet	30544	Invincible		
69	1	4 Drawer File Cabinet	2214	Anderson		
70	1	4 Seat Park Table	30545			
71	1	4 Seat Park Table	30546			

Housing Le Moyne Gardens by Eneida Alonso Phone#: (956) 425-4248						
1	1	RCA TV	3628	RCA	RTRU6527-US	A1709218220000718
2	1	SHARP TV	7300	Sharp	LC-50LV37IU	JNVFBYA022234
3	1	TOSHIBA TV	3190	Toshiba	19CD100U	A34C65349U5700
4	1	T-MOBILE HOTSPOTS		T-Mobile		
5	1	HONDA LAWN MOWER	1204	Honda	HRSZ164PDA	MZBZ-642953
6	1	HONDA LAWN MOWER	1203	Honda	HRSZ104SDA	MZBZ-6446139
7	1	ECHO WEEDEATER	3474	Echo	SRM-225	503912801454
8	1	VAULTZ CASES	30626			
9	1	VAULTZ CASES	30627			
10	1	SHARP CALCULATOR	7473	Sharp	CS-1152H	3C05885Y
11	1	VIRCO CHAIR	30630			
12	1	VIRCO CHAIR	30631			

Exhibit "A"

Harlingen Housing Authority

Auction List: Saturday, October 12, 2024

13	1	VIRCO CHAIR	30632			
14	1	VIRCO CHAIR	30633			
15	1	VIRCO CHAIR	30634			
16	1	VIRCO CHAIR	30635			
17	1	VIRCO CHAIR	30636			
18	1	VIRCO CHAIR	30637			
19	1	VIRCO CHAIR	30638			
20	1	VIRCO CHAIR	30639			
21	1	VIRCO CHAIR	30640			
22	1	VIRCO CHAIR	30641			
23	1	GE REFRIGERATOR	5067	GE	GPE16DTHCRWW	AH784260
24	1	GE REFRIGERATOR	5285	GE	GPE16DTHCRWW	MH801514
25	1	WHITE WESTINGHOUSE REFRIGERATOR			WRT8G3EWA	BA60915879
26	1	HOTPOINT REFRIGERATOR	3084	Hotpoint	HTN16BBEDRWW	VA798528
27	1	KENMORE REFRIGERATOR	1523	Kenmore	253.6172201A	BA23605742
28	1	GE REFRIGERATOR	6445	GE	GPE16DTHCRWW	RH846874
29	1	GE REFRIGERATOR	6603	GE	GPE17CTNBRWW	SM725026
30	1	AMANA REFRIGERATOR	1205	Amana	A6TXNWFXW00	VS03348362
31	1	KENMORE REFRIGERATOR	1453	Kenmore	253.61702409	BA93609334
32	1	HOTPOINT REFRIGERATOR	3095	Hotpoint	HTN16BBEDRWW	VA798520
33	1	GE REFRIGERATOR	3040	GE	GTS18ABMDRWW	LD810873
34	1	HOTPOINT REFRIGERATOR	6368	Hotpoint	HPS18BTHFRWW	MF793647
35	1	KENMORE REFRIGERATOR	1312	Kenmore	253.61702406	BA83004041
36	1	GE REFRIGERATOR	7093	GE	GPE16DTHCRWW	AH812623
37	1	KENMORE REFRIGERATOR	1320	Kenmore	253.61702409	BA93609053
38	1	HOTPOINT REFRIGERATOR	2302	Hotpoint	HTR16BBEJRWW	SA768046
39	1	HOTPOINT REFRIGERATOR	3068	Hotpoint	HTR16BBEJRWW	SA761104
40	1	HOTPOINT REFRIGERATOR		Hotpoint	HPS15BTHCLWW	HF746392
41	1	GE REFRIGERATOR	6818	GE	GPE17CTNERWW	DT811223
42	1	HOTPOINT REFRIGERATOR		Hotpoint	HPS18BTHFRWW	MF790768
43	1	KENMORE REFRIGERATOR	1381	Kenmore	253.6172201C	BA24000544
44	1	HOTPOINT REFRIGERATOR	3223	Hotpoint	HTN16BBEDRWW	VA798519
45	1	GE REFRIGERATOR	6441	GE	GPE16DTHCRWW	AH812628
46	1	KEYBOARDS				
47	1	MOUSE				
48	1	MAGNAVOX TV	2480	Magnavox	26MD301B1F7	DS1A1222120831
49	1	MAGNAVOX DVD PLAYER		Magnavox	MSD115	D42670339A
50	1	HP MONITOR		HP	3ML60A6/3WP70AV	1CR0310JQ7
51	1	HP MONITOR	1531	HP	TFT185W80PS	CNC045PCF4
52	1	V7 MONITOR	3122		N1912	VH04N62480101
53	1	AOC MONITOR	1520		200LM00013	ASWC79A000399
54	1	HP MONITOR		HP	3ML60AA/3ML60A8	1CR0312JZC
55	1	HP MINI DESKTOP	3274	HP		

Exhibit "A"

Harlingen Housing Authority

Auction List: Saturday, October 12, 2024

56	1	HP MINI DESKTOP	5803	HP		
57	1	HP MINI DESKTOP	3277	HP		
58	1	HP MINI DESKTOP	3275	HP		
59	1	HP PRINTER		HP		VNB5H19819
60	1	COMPUTER LIFT TABLE				
61	1	SHARP MX-B402SC COPIER	6451	Sharp		

10(L)

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **September 18, 2024**

Agenda Item:

Consideration and possible action to establish a Steering Ad Hoc Committee for the Comprehensive, Parks and Downtown Master Plans. Attachment ***(Planning & Development)***

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

Brief Summary:

Project Timeline

- June 19, 2024 – Freese and Nichols, Inc. was selected as the firm for the preparation of the master plans.
- September 9, 2024 – Kickoff meeting with key city staff and the consulting firm.
- September 24, 2025 – The adoption of the Comprehensive Plan before the Planning and Zoning Commission.
- October 1, 2025 - Consideration of the ordinance to adopt the plans via 1st ordinance reading scheduled before the City Commission.
- October 15, 2025 - Pending approval of 1st ordinance reading, consideration of approval of 2nd ordinance reading scheduled before the City Commission.

Summary

- Members of the steering committee will have an important role in shaping the planning process by providing unique perspectives, expertise, and ensuring that participation in the planning process is inclusive of the community. The committee members will provide input and feedback on each element of the planning process, including preliminary plan vision and goals, guiding principles, base concept development and strategies, policies and priority actions and implementation recommendations.
- The role of the steering committee is to build consensus and support regarding the various topics, approaches, and policies outlines in the plan projects. The steering committee will work with the consultant, city staff, and other local leaders while engaging the public throughout the duration of the projects. The steering committee will provide recommendations to the Planning and Zoning Commission, the Parks and Recreation Board, the Downtown Advisory board and the City Commission on the adoption of the plans.
- Staff recommends for the Steering Committee to be made up of two (2) members of the City Commission, two (2) members of the Planning and Zoning Commission, two (2) members of the Parks and Recreation Advisory Board, and two (2) members of the Downtown Advisory Board for a total of eight (8) members.

Funding (if applicable):

Are funds specifically designated in the current budget for the full amount for this purpose? *If no, specify source of funding and amount requested:	[x] Yes	[ ] No*	
Finance Director's approval:	[ ] Yes	[ ] No	[ ] N/A

Staff Recommendation:

Staff recommends establishing the Ad Hoc committee.

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

Comments:

Ex officio CM, Planning Director, DID Director, Park Director

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

City of Harlingen
Plans Steering Committee (PSC)

Information for Prospective Committee Members

What Plans are being created?

The City of Harlingen has a contract with Freese & Nichols, Inc, a Texas-based engineering and design firm, to prepare a Comprehensive Plan, Downtown Master Plan, and Parks, Recreation, Open Space, and Trails Master Plan. All three plans will be prepared simultaneously and share community engagement events. The process will take approximately one year with anticipated adoption of the plans in October of 2025.

Comprehensive Plan

A city's comprehensive plan can be defined as a long-range planning tool (document) that is intended to be used by residents, the City Commission, City Staff and other decision-makers to guide the growth and physical development of the community for 20 to 25 years. The plan sets a long-term vision for Harlingen and addresses a variety of interrelated topics including future land uses, hazards and resilience, housing, infrastructure and public facilities, transportation, and economic development.

The consultants will be Preparing a Comprehensive Plan consistent with the requirements of the Texas General Land Office Resilient Communities Program, this plan includes integration of risk and mitigation findings from the applicable hazard mitigation action plan, as well as ordinance amendments to development regulations, as required by the grant program.

Downtown Master Plan

The Downtown Master Plan will be aimed at updating and expanding on the vision and successes of the prior Downtown efforts and the plan study area will be bounded by the Downtown Improvement District. Specific focus will be put on the public investments that the City can or should undertake from their end to support a vibrant future for Downtown, along with key policy and programmatic recommendations.

Parks, Recreation, Open Space, and Trails (PROST) Master Plan

The PROST plan will follow the standards established by the Texas Parks and Wildlife Department. It will include a parks inventory, three-part needs assessment, recommendations and a prioritized action plan.

What is the PSC's role in the process?

While the community as a whole will be involved in the process through several feedback and input events, the PSC serves as the primary steering committee for the plan's development. The PSC works directly with the consultant team and city staff to provide guidance and confirm that the process and recommendations are keeping in line with the community's needs and vision. They are also the group that generates the overall vision for the plan and provides feedback on the best ways to engage the community. The PSC is directly involved both in the determination of the process and the proposed recommendations. The PSC will utilize their own experiences as well as consider the public's input to assist in the creation of the plan. Other than the consultants and city staff that make up the project team, the PSC members are the people closest to this planning process.

Who is on the PSC?

A PSC can take a variety of forms depending on the community, their goals, and the relationship between the City staff, City Commission and community. The Harlingen City Commission has determined that the best PSC for this process is to have a working group with representatives from the City Commission, Planning & Zoning Commission, Parks Board and Downtown Board.

What makes a great PSC member?

PSC members may bring value to the group in a variety of ways, such as through technical expertise, community insights, or local knowledge. Members should:

- Be invested in the future of Harlingen.
- Bring their vision and ideas for what is best for the City, and to think critically and creatively about their community.
- Be excited about imagining a long-term visionary future for the City as well as diving into the details of implementation.
- Be able to look beyond their silos and support what is best for the community as a whole.
- Work collaboratively with fellow PSC members, respectfully discussing elements on which members disagree and be willing to come to a compromise or consensus.
- Ideally, PSC members become champions of the plans within their communities, garnering participation and support.

What is the commitment?

Members will be expected to attend 3 PSC meetings during the process, likely occurring between the fall of 2024 and the spring of 2025. PSC meetings are generally 1.5 to 2 hours long, can be in person or virtual and can be held during the day or in the evenings, depending on the committee members' preferences. PSC members may be asked to review meeting materials prior to meetings and should be prepared to discuss those materials at the meetings. In addition to the PSC meetings, we encourage the PSC members to attend the three community events, if possible, and encourage their fellow residents to get involved in the planning process by attending the events and participating in online engagements.

10(m)

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **September 18, 2024**

Agenda Item:

Consideration and Possible Action to approve a substantial amendment to the City of Harlingen's 2023-2024 One Year Action Plan in the amount of $39,000.00 from Vestal Park Lighting Phase III (an existing activity) to Vestal Park Improvements (a new activity). Attachment ***(CDBG)***

Prepared By (Print Name): Sandee Alvarez
Title: Community Development Director

Signature:

Brief Summary:

The City of Harlingen (City) is an Entitlement City for funding from U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Program. Public Notice and Public Hearings are required for substantial amendments to our One Year Action Plan(s). A substantial amendment is required when any of the following occur: (1) A change in the use of CDBG money from one activity to another of $50,000.00 or more; (2) Addition of an activity not originally described in the Annual Action Plan; (3) Elimination of an activity originally included in the Annual Action Plan; (4) A change in the purpose of an activity (such as changing a construction project from residential to commercial); (5) A significant change in the location of an activity; or (6) A decrease of 20% or more in the number of low and moderate income beneficiaries.

This Substantial Amendment is required to add a new activity not originally described in the Annual Action Plan as follows:

To reallocate funds from Program Year 49 (2023-2024) in the amount of $39,000 from the Vestal Park Sports Lighting Phase III (an existing activity) to Vestal Park Improvements (a new activity) for the completion of improvements to include a walking trail and/or a basketball court.

The Community Development Advisory Board held a public hearing on Tuesday, August 13, 2024, and recommends approval of the substantial amendment. The comment period will end on September 25th, 2024. There were no comments received during the public hearing on August 13, 2024..

Funding (if applicable):

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

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

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

Staff Recommendation:

Staff recommends approval of the substantial amendment.

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

Comments:

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

Community Development Block Grant Program
One-Year Action Plan
SUBSTANTIAL AMENDMENT
FY 2023/2024

Building Better Neighborhoods

September 18, 2024

Contact:
Sandee Alvarez-Ybarra
City of Harlingen Community Development
502 E. Tyler
Harlingen, Texas 78550
Phone: 956-216-5181
Fax: 956-216-5186
Email: salvarez@harlingentx.gov

THE CDBG SUBSTANTIAL AMENDMENT

Jurisdiction(s): City of Harlingen Jurisdiction Web Address: • *http://www.myharlingen.us/default.aspx?name=CD.Home*	Contact Person: Sandee Alvarez-Ybarra Address: 502 E. Tyler, Harlingen, TX 78550 Telephone: (956) 216-5181 Fax: (956) 216-5186 Email: salvarez@harlingentx.gov

A. CDBG INFORMATION BY ACTIVITY (COMPLETE FOR EACH ITEM)

YEAR 2023-2024

(1) Activity Name: Vestal Park Lighting Phase III

(2) Amendment Amount: $39,000

(3) Activity Narrative:
The City of Harlingen proposes to reallocated funding in the amount of $39,000 from Vestal Park Lighting Phase III (an existing activity) to Vesta Park Improvements (a new activity).

(4) Responsible Organization: City of Harlingen Parks & Recreation Department

B. PUBLIC COMMENT

The Community Development Advisory Board held a public hearing regarding the Substantial Amendments during a meeting on August 13, 2024, at 5:30 p.m. Notice of our intended amendment was posted on our web site prior to the above stated meeting in addition to being posted at various public locations, and published in the Valley Morning Star on August 10, 2024.. Another public hearing was held before the City Commission on September 18, 2024 whereas XXXXXXXX was in attendance to speak for or against the Substantial Amendment.

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.

_____ _____
Signature of Authorized Official Date

_____
Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.
Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.
Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) _____ [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:
1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

_____ _____

Signature of Authorized Official Date

_____

Title

OPTIONAL Community Development Block Grant Certification

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

_____ _____

Signature of Authorized Official Date

_____

Title

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

Eligible Activities and Costs -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

Subsidy layering -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

_____ _____

Signature of Authorized Official Date

_____

Title

Emergency Solutions Grants Certifications

The Emergency Solutions Grants Program recipient certifies that:

Major rehabilitation/conversion/renovation – If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation.

If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion.

In all other cases where ESG funds are used for renovation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

Essential Services and Operating Costs – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the recipient will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the recipient serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

Renovation – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services – The recipient will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal State, local, and private assistance available for these individuals.

Matching Funds – The recipient will obtain matching amounts required under 24 CFR 576.201.

Confidentiality – The recipient has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, the recipient will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

Consolidated Plan – All activities the recipient undertakes with assistance under ESG are consistent with its consolidated plan.

Discharge Policy – The recipient will establish and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

_____ _____

Signature of Authorized Official Date

_____

Title

Housing Opportunities for Persons With AIDS Certifications

The HOPWA grantee certifies that:

Activities -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building -- Any building or structure assisted under that program shall be operated for the purpose specified in the consolidated plan:

1. For a period of not less than 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,

2. For a period of not less than 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

_____ _____

Signature of Authorized Official Date

_____

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

COMMUNITY DEVELOPMENT ADVISORY BOARD
NOTICE OF MEETING

NOTICE is hereby given that the Community Development Advisory Board of the City of Harlingen's Community Development Block Grant Program will hold a **REGULAR MEETING/PUBLIC HEARING/WORKSHOP on Tuesday, August 13, 2024, at 5:30 p.m.** at the conference room in the Lon C. Hill Offices, 502 E. Tyler, Harlingen, Texas 78550.

AGENDA

1. **Welcome / Roll Call**

2. **Disclosure of Conflicts 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.

3. **Public Comments**

4. **Approval of Board Member Attendance**

5. **Public Hearing** regarding the City of Harlingen's request to amend its' Year 49 (2023-2024) One Year Action Plan to reallocate funding in the amount of $39,000 from Vestal Park Sports Lighting Phase III (an existing activity) to Vestal Park Improvements (a new activity).

6. **Executive Session:** Items listed in this section will be deliberated in a closed session. Members of the public are not generally permitted to attend a closed session. Executive Session items may be considered as an action item at the discretion of the Board Chair. However, the Community Development Advisory Board will not take action in closed session.

   A.) Funding Recommendation Workshop- ***Discussion and Board interaction regarding applications submitted for funding as follows:***

a.)	Boys and Girls Club- Family Support Program	$	48,000.00
b.)	Family Crisis Center- Survivor Supportive Services	$	24,338.00
c.)	Sunny Glen- Supervised Independent Living Center	$	30,900.00
d.)	Valley Haven, Inc.- Emergency Children's Shelter	$	50,000.00
e.)	Loaves and Fishes of RGV- Homeless Prevention	$	36,120.00

7. **Consider and Take Action to establish funding recommendations to be presented to the City Commission for final approval for the HOME-ARP Supportive Services.**

8. **Adjournment**

Accommodations for individuals with handicaps/disabilities or limited English proficiency shall be made upon request by calling 956-216-5180. Los alojamientos para individuos con desventajas/incapacidades o pericia inglesa limitada serán hechos sobre la petición llamando 956-216-5180.

Gabriel Gonzalez, City Manager, City of Harlingen

Posted this **9th** day of **August**, 2024, at **3:00 p.m.**

BY: _____

Sandee Alvarez, Community Development Director

PUBLIC NOTICE

Notice is hereby given of the Harlingen Elective Commission's attendance and participation at the **COMMUNITY DEVELOPMENT ADVISORY BOARD MEETING/PUBLIC HEARING** to be held on **August 13, 2024**, beginning at **5:30 p.m.** at the **Lon C. Hill Offices** located at **502 E. Tyler**, Harlingen, TX.

This is not a Meeting of the Harlingen Elective Commission, but this notice is being posted in the event that a quorum of the Commission is present.

Posted this **9th** day of **August, 2024,** at **3 p.m**. and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this the 9th of August, 2024.

Amanda C. Elizondo

Amanda C. Elizondo, City Secretary

PUBLISHED AND POSTED NOTICES

COMMUNITY DEVELOPMENT ADVISORY BOARD
NOTICE OF MEETING/PUBLIC HEARING
SUBSTANTIAL AMENDMENT

NOTICE is hereby given that the Community Development Advisory Board of the City of Harlingen will hold a Regular Meeting/Public Hearing **on Tuesday, August 13, 2024, 5:30 p.m**. at the Lon C. Hill Building, Conference Room, 502 East Tyler, Harlingen, Texas 78550.

A Public Hearing will be held to obtain comments and provide general information to the public regarding a proposed Substantial Amendment as follows:

The City of Harlingen's request to amend its' Year 49 (2023-2024) One Year Action Plan to reallocate funding in the amount of $39,000 from Vestal Park Sports Lighting Phase III (an existing activity) to Vestal Park Improvements (a new activity).

The amendment can be publicly viewed on our web site at www.harlingentx.gov or during regular business hours at the Community Development Department, 502 E. Tyler, Harlingen, Texas.

The City of Harlingen must provide for and encourage public participation, emphasizing involvement by low and moderate income person-especially those living in low and moderate income neighborhoods. Therefore, the Community Development Advisory Board (CDAB) will hold a Public Hearing **on Tuesday, August 13, 2024, at 5:30 p.m.** to accept comments on the proposed Amendment.

A second public hearing will be held before the City Commission on Wednesday, September 4, 2024, at 5:30 p.m. at Town Hall, 118 East Tyler, Harlingen, Texas 78550.

Public comments may be submitted either verbally or in writing during the public hearings, in person at the Community Development Department located at 502 East Tyler, or via email to salvarez@harlingentx.gov. Public Comments will be received from August 11, 2024 until September 11, 2024 at 5:00 pm.

Accommodations for individuals with handicaps/disabilities or limited English proficiency shall be made upon request by calling (956)216-5180 or TTY 1-800-735-2989 at least 3 days prior to the meeting date and time.

The City of Harlingen does not discriminate on the basis of race, color, religion, sex, handicap, familial status, national origin or any other protected class.

Si necessita informacion en Espanol sobre este anuncio publico, por favor llamar al (956) 216-5180.

10(n)

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **September 18, 2024**

Agenda Item:

Consideration and possible action to approve funding recommendations as established by the Community Development Advisory Board for the HOME-ARP Supportive Services.

Prepared By (Print Name): Sandee Alvarez-Ybarra
Title: Community Development Director

Signature:

Brief Summary:

In 2021, the City of Harlingen was awarded $1,210,837 in HOME-ARP funding through the American Rescue Plan. The City was tasked with completing a HOME-ARP Allocation Plan based on the community's needs and existing facilities and programs for agencies that serve the Homeless and those that are at risk of homelessness. A total of $287,900 was allocated to the Supportive Services portion of the grant.

The Community Development Department issued a Notice of Funding Availability on July 10, 2024 and accepted applications until July 31, 2024. We received a total of five (5) applications from local non-profit organizations. The applicants presented their programs before the Community Development Advisory Board on August 6, 2024 and the Board held a workshop on August 13, 2024 to establish the funding recommendations. Following are the recommendations:

Organization	Amount Requested	Amount Recommended
Boys & Girls Club of Harlingen	$48,000	$48,000
Family Crisis Center	$24,338	$24,338
Sunny Glen Children's Home	$30,900	$30,900
Valley Haven, Inc.	$50,000	$50,000
Loaves & Fishes of RGV	$36,120	$36,120

Funding (if applicable):

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

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

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

Staff Recommendation:

Staff recommends approval.

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

Comments:

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

NOTICE OF FUND AVAILABILITY
ATTENTION NON-PROFITS & SOCIAL SERVICE AGENCIES

The City of Harlingen's Community Development Department is pleased to issue this Notice of Funding Availability (NOFA) to inform eligible organizations about the current opportunity. The City of Harlingen is seeking qualified service providers to provide supportive services to Qualifying Populations. A total of $287,900.00 will be available through the HOME-ARP Program as funding for Supportive Services. The services are meant to ensure that the needs of those experiencing homelessness or at risk of homelessness are met so that they can obtain and stay in affordable housing.

Qualifying Populations are as follows
(1) Homeless
(2) At risk of homelessness
(3) Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking or human trafficking– as defined by the U.S. Department of Housing and Urban Development (HUD)
(4) Other Populations (a) has moved because of economic reasons 2+ times 60 days immediately preceding the application for homelessness prevention assistance. (b) is living in the home of another because of economic hardship (c) has notification in writing that right to occupy their current housing/living situation will be terminated within 21days after the date of application for assistance (d) lives in hotel/motel and the cost of hotel/motel is not paid by charitable organizations or by federal, state, or local government program for low-income individuals (e) lives in single occupancy or efficiency apartment unit in which there resides more than 2 persons or lives in a larger housing unit in which there are more than 1.5 persons reside per room. (f) is exiting a publicly funded institution, or system (g) otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the approved HOME-ARP Plan.

All applicants are encouraged to submit any questions to be answered at the Virtual Informative Questions and Answers Session to neldad@harlingentx.gov. Meeting ID & Passcode will be available upon request. Informative Q&A Session will be conducted virtually via Microsoft Teams on July 25, 2024 at 2:30 p.m.

The applications for "HOME-ARP Supportive Services" are available upon request at the City of Harlingen Community Development Office, 502 E. Tyler, Harlingen, TX and/or via email neldad@harlingentx.gov.
The Community Development Department will accept applications from supportive service providers until **4:00 p.m., Wednesday, July 31st, 2024**. Applications received after this date/time will not be accepted or considered.

Applicants must present their programs and answer questions regarding their submitted application and services on Tuesday, August 6, 2024 at 5:30 p.m. at the Lon C. Hill Building Conference Room located at 502 E. Tyler, Harlingen, TX 78550.

Accommodations for individuals with handicaps/disabilities or limited English proficiency shall be made upon request by calling (956) 216-5180 or TTY 1-800-735-2989 at least 3 days prior to the meeting date and time. Questions or comments should be submitted to the Community Development Department; by phone at (956) 216-5180; or via email at salvarez@harlingentx.gov.

El Departamento de Desarrollo Comunitario de la Ciudad de Harlingen anuncia aviso de disponibilidad de fondos En total de $287,900.00. Se buscan organizaciones tengan servicios en particular para personas sin hogar o al riesgo de estar sin hogar (como definidas en el Plan de HOME-ARP).

Para solicitar informacíon de Población Calificada [que incluye (1) Persona/s sin hogar (2) Persona/s al riesgo de estar sin hogar (3) Persona/s huyendo o intentando huir de violencia domésitca/noviazgo, agresión sexual, acechamiento o trafico de humanos- como definidos por el Departamento de Vivienda y Desarrollo Urbano de EE.UU (HUD) (4) Otros Calfican] Se Recomienda a todo solicitante mandar preguntas para recibir respuesta en la Sesión Informativa de Preguntas y Respuestas a neldad@harlingentx.gov La Sesión Informativa sera virtual a través de Microsoft Teams el 25 de Julio, 2024 at las 2:30 p.m. Identificación de la reunión y contraseña será disponible bajo petición.

La aplicación para "HOME-ARP Supportive Services" serán disponible bajo petición en el Departamento de Desarrollo Comunitario de la Ciudad de Harlingen localizada en 502 E. Tyler Ave., Harlingen, TX y atraves de correo electrónico neldad@harlingentx.gov. el Departamento de Desarrollo Comunitario serán aceptara aplicaciónes hasta el Miércoles a las 4:00 p.m. el 31 de Julio 2024. Aplicaciónes recibidas después de esta fecha/horario no serán aceptadas o consideradas.

Los solicitantes deben atender y presentar sus programas y responder a preguntas sobre su solicitud y servicios el Martes, 6 de Agosto, 2024 a las 5:30 en el cuarto de conferencia de Lon C. Hill localizado en 502 E. Tyler, Harlingen, TX 78550.

Las adaptaciones para personas con impedimentos / discapacidades o dominio limitado del inglés serán hechas previa solicitud llamando al (956) 216-5180 o TTY 1-800-735-2989 al menos 3 días antes de la fecha y hora de la reunión. Preguntas o comentarios deben enviarse al Departamento de Desarrollo Comunitario, por teléfono al (956) 216-5180; o por correo electrónico a salvarez@harlingentx.gov.

10(D)

EXECUTIVE SUMMARY

Meeting Date: **September 18, 2024**

Agenda Item:

Consideration and possible action to execute a renewal Service Agreement with the University of Texas Health Science Center at Houston to implement the "Tu Salud Si Cuenta" program, aimed to promote healthy lifestyles and health changing lifestyle courses for city residents and authorize the City Manager to sign the contract.
Attachment ***(Parks & Recreation)***

Prepared By : Javier Mendez
Title: Director of Parks and Recreation
Signature:

Brief Summary:

Summary

Since 2013, the City of Harlingen has had the opportunity to partner with the University of Texas Health Science Center at Houston to implement Tu Salud Si Cuenta program activities for our residents. The agreement with the university will require the city to hire a Community Health Worker (Promotora) through grant funds to assist with implementing a wellness program. The program consists of the promotion of SNAP – Ed (Supplemental Nutrition Education Program-Education), which includes exercise opportunities such as group exercise classes, walking groups, and activity breaks, nutrition education opportunities, media, health follow-ups, and social support.
The City is obligated to provide office space, including venues to host exercise classes, group lifestyle balance classes, and The Happy Kitchen/La Cocina Alegre™ classes.
The annual contract amount is $60,000.00, funded through the U.T. Health Science Center at Houston.

Funding (if applicable):

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

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

Staff Recommendation:

Staff recommend approving the Service Agreement renewal.

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

Comments:

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

DRAFT SERVICES AGREEMENT

This Services Agreement ("Agreement") is entered into on this 1st day of October 2024, by and between The University of Texas Health Science Center at Houston on behalf of its School of Public Health in Brownsville ("University"), an agency of the State of Texas and governed by the Board of Regents of The University of Texas System ("System"), and the City of Harlingen ("Contractor").

RECITALS

WHEREAS, University desires to engage the services of Contractor; and,

WHEREAS, Contractor is competent to provide such services and desires to work with University;

NOW, THEREFORE, University and Contractor agree that the following terms, conditions and limitations shall govern this Agreement:

1. **Scope of Work**: Contractor will perform the scope of the work to the satisfaction of University as described below:

   A. **Staff, Equipment, and Training**
      i. Contractor will employ a community health worker (CHW) to carry out the Tu Salud ¡Si Cuenta! (TSSC) program activities in their municipality, which include the promotion of SNAP - Ed (Supplemental Nutrition Education Program- Education). Contractor will oversee the CHW duties. If the CHW leaves this position, a new CHW must be hired within 60 days. The contractor will ensure that the new CHW, if not already a certified community health worker by the Texas Department of State Health Services, receives the 160-hour course and becomes certified. This should be completed within 4 months of being hired. During that time, the CHW-in-training may conduct CHW duties, but only under the direct supervision of a TSSC certified CHW to protect the contractor and participant.
      ii. Contractor is responsible for purchasing and maintaining the following equipment required by the program: a laptop computer, projector, a scale, stadiometer, and access to phone for contacting participants. Specifications for these equipment items will be provided by University.
      iii. Contractor will ensure that the CHW has a workspace, including venues to host exercise classes, diabetes prevention program (DPP) classes, and The Happy Kitchen/La Cocina Alegre™ (LCA) classes, in order to implement TSSC program services. All programs must be offered in safe locations and at times convenient to participants. Contractor is expected to comply with University policies and regulations for COVID-19 safety procedures.

   B. **Participation in Program Meetings**
      i. Contractor municipal leadership representatives will participate in a minimum of 2 semiannual meetings or seminars organized by University between October 1, 2024 and September 30, 2025.
      ii. Contractor will ensure CHW participates in monthly meetings and seminars organized by

university. A maximum of 2 excused absences will be allowed during the agreement period. If two excused absences have been used and CHW cannot attend a monthly meeting, a representative must attend in place of the CHW.

iii. Contractor and University will meet as needed to discuss progress in meeting the services listed in this agreement.

C. **Community Coalition**

i. Contractor will ensure participation in an established local community coalition; if one does not exist, the Contractor will create a local community coalition. The purpose of this coalition is to help give contractor insight into additional strategies for creating a healthy community by involving community members and organizations to provide feedback and concerns. Contractor and community actions or improvements related to items discussed during the meetings should be documented.

- Contractor municipal leadership representative must attend or host a minimum of 2 coalition meetings by September 30, 2025. Contractor municipal leadership representative will be expected to contribute towards resolving issues identified in the coalition meetings. CHW can provide support with all coalition efforts.
- Contractor must submit agendas, sign-in sheets, and minutes to document contractor's attendance and participation in coalition meetings. Documentation must be submitted to University within 15 business days after the coalition meeting was held.

D. **Program Implementation**

Contractor will implement all TSSC components during the contract period, which are comprised of: risk factor screening, media, social support, education, and environmental infrastructure change and policies supporting health outcomes. The following program services pertaining to the TSSC components should be implemented during the agreement period:

i. ***Risk Factor Screening and Follow-up*** (TSSC CHW Case Management)

Contractor will ensure participant enrollment and follow-up in TSSC CHW Case Management between October 1, 2024 and September 30, 2025 for a minimum of **55 unique individuals** as outlined below. Contractor will offer TSSC interventions to enrolled participants and document participant changes as prescribed by University.

- Of the 55, at least **25 unique individuals with risk factors for chronic disease** reached must successfully complete at least 6 of 7 possible individualized visits per person (first encounter plus completion of 5 educational modules through follow-up visits).
  - Interventions these participants receive include information on clinical risk factors, educational modules, text messages, newsletters (electronic/paper), and exercise and nutrition education.
  - These 25 individuals may include follow up visits for participants first encountered in March 2024 and after.
  - A participant who receives a first encounter plus 6 educational modules through follow-up visits (total of 7 visits) is considered a graduate of TSSC CHW Care (i.e. discharged from CHW care).

- The University set up a referral process to support individuals who are at risk of or are living with chronic disease in the respective municipality to more quickly access lifestyle change support from the trained CHW. Contractor will work with the University to accept these referrals and deploy their CHW to support health improvements.

- Of the 55 total individuals, an additional minimum of **30 unique individuals** must successfully complete three encounters with a CHW according to the following minimum requirements:
  - Minimum of 2 CHW visits (completed first encounter visit with TSSC Enrollment Form and at least one follow-up visit with Follow-Up Form and an educational module)
  - PLUS health communication intervention (documented receipt of interventions such as text message, newsletter, and/or online resources such as social media and website in data management system.)
  - PLUS group-based community intervention (confirmed participation in group-based community programming intervention such as LCA, DPP, The Challenge-RGV, and/or exercise classes)
    - AND/OR 3rd CHW visit (completed second follow-up visit with Follow-Up Form and educational module)
- Outcomes
  - Contractor will work closely with University representatives to reach the overall program goal of 45% of TSSC participants meeting **physical activity recommendations**.
  - Contractor will also work closely with University representatives to reach the overall program goal of 35% of TSSC participants meeting **fruit and vegetable consumption recommendations**.

ii. ***Media***

Contractor and CHW will identify TSSC participants for University to highlight as role models in media efforts (newsletter, weekly television segment, social media, TSSC website, etc.).

iii. ***Social Support / Education*** (Group-Based Community Intervention)

- Exercise Classes
  - Contractor will secure a minimum of 3 venues for group exercise offerings starting October 1, 2024 and maintain group exercise offerings at 3 venues until September 30, 2025.
  - Contractor will ensure that at least 12 free exercise classes per week are implemented by October 1, 2024. Contractor will maintain the availability of 12 classes per week until September 30, 2025. The free exercise classes must be taught by or coordinated by the CHW.
    - All exercise classes should provide nutritional information according to directions outlined by University and in accordance with SNAP-Ed funding.
    - The class types and locations will be coordinated with University to ensure that maximum geographical coverage is achieved across all cities partnering on this project and maximum opportunity for promotion of the classes.

- Contractor will ensure CHW submits an accurate exercise class schedule to University on a monthly basis (by the 15th day of the month preceding) to be posted on various University-run platforms. Any changes to the exercise and nutrition class schedule, including additions and cancellations, must be approved by University. Notice of known cancellations must be sent to University with adequate time to alert the public. Additions to the schedule must be sent to University by the 15th of each month in anticipation of the coming month.
- Contractor is expected to abide by University recommendations for adjusting method of class delivery in response to changing population health needs. This includes moving to virtual platforms or returning to in-person indoor or outdoor venues.

- The Challenge-RGV 2025
  - Contractor will actively promote and participate in The Challenge-RGV 2025 activities including the initial weigh-in events (January), midpoint weigh-in events (March), and weigh-out events (April). Participation includes ensuring that the CHW hosts a weigh-in within their community; attends at least one event hosted by the University during kick-off, mid-point, and finale; recruits wellness partners within their communities; and provides measurement tools and data entry supplies for University to utilize at these events. If The Challenge-RGV 2025 is moved to a virtual event only, participation will be expected virtually.

- The Happy Kitchen/La Cocina Alegre™
  - Contractor will implement one The Happy Kitchen/La Cocina Alegre™ session (6 classes) in collaboration with University and Brownsville Wellness Coalition. CHW will be responsible for assisting with recruitment, preparation, and facilitation of classes.

- Diabetes Prevention Program (DPP)
  - Contractor will participate in planning for region-wide options for implementation of Diabetes Prevention Program (DPP) Classes using an approved CDC curriculum, typically the Group Lifestyle Balance™ (GLB) curriculum.
    - Contractor will ensure CHW is certified in the approved DPP curriculum, to be determined by University.
    - Contractor should initiate or assist with one DPP offering with a certified DPP coach by September 30, 2025.
    - The certified DPP coach must shadow at least 3 DPP class sessions before launching their own or assisting with a DPP program.
    - Metrics must adhere to external DPP grant, as stipulated by the evaluation staff.
    - Contractor will track specific metrics such as physical activity, fruit and vegetable consumption, weight, and waist circumference using standardized forms and procedures delineated by University.
    - The contractor must agree to and the CHW must participate in observations of the delivery of course content for monitoring purposes.

- Data gathered through the program must be de-identified and shared with University for monitoring and reporting purposes at least quarterly.
- Contractor will invoice a specified amount, to be determined, upon initiation of DPP class by CHW to a pre-assigned PO number specific to DPP class dictated by University. The specified amount will be deducted from the total value of this agreement. If DPP class is not initiated, or contractor does not assist with class indicated by DDP team, the total value of the contract will be less the specified amount of DPP classes.
- Contractor will be held responsible for the completion of a minimum of 22 class sessions in 12-month curriculum, regardless of change in personnel.

iv. ***Environmental Infrastructure Change & Policy***

- Contractor will work with University and other community organizations to consider environmental infrastructure changes (such as Caracara Trails, sidewalk, on-road bike designations, community gardens, etc.) and policies to promote health (such as tobacco free ordinances, increased fruit and vegetable intake in schools, etc.) to promote health to the residents of their community.

E. **Tracking Participant Data, Reporting and Invoicing**

i. Contractor will work with University to ensure the CHW is trained to use the My Own Med (also known as RespondHealth) database system.

ii. Contractor will ensure that the CHW enters all required data into the My Own Med data system on a weekly basis, including:

- Information about participants enrolled in the TSSC program.
- Information about participant's insurance status and financial income.
- Information on the participants who received the follow-up visit (including, but not limited to, physical activity levels, level of consumption of fruits and vegetables, other referrals, and personal goals).

iii. Contractor will ensure the My Own Med data system containing their municipality's participant data is accurate. Any information that is found to be inaccurate will not count toward the aforementioned TSSC CHW Case Management goals.

- Information collected as part of this project should be maintained in accordance with The HIPAA Privacy Rule. This rule mandates that federal protections are in place for personal health information held by covered entities and gives patients an array of rights with respect to that information. As such, any personal health information collected as part of the TSSC program should not be stored on personal computers or devices and should not be shared via email or cloud services. Any paper files containing personal health information need to be stored in a locked cabinet or drawer.
- Other information may be required in order to track implementation and improvement of the project. The contractor will receive written notice of any new and additional information required for data entry.

iv. Contractor will ensure CHW submits all exercise class attendance sheets every Monday before 3pm to the assigned University staff member. Attendance sheets must be clear and organized according to University standards.

v. Contractor will ensure CHW submits all changes to the exercise class schedule by the 15th day of every month to the assigned University staff member.
vi. Contractor (Site Supervisor) will submit the Project Status Form to University monthly to document progress towards metrics.
vii. Contractor will participate in UTHealth's evaluation of municipal activities related to the TSSC program. Evaluation activities include but are not limited to: module delivery by individual, implementation audits and key informant interviews, evaluation of exercise classes, monitoring and observation of classes and screening, follow-up visit outcomes, and other evaluation surveys required by funders.
viii. Contractor will submit documentation of all other TSSC-related items including partnerships with local businesses and organizations, press coverage, etc.

Any expenses not listed in the Scope of Work above, but relating to the TSSC program, must be submitted in writing to the TSSC Program Manager for prior approval.

Time is of the essence in connection with this Agreement. University will have no obligation to accept late performance or waive timely performance by Contractor.

2. Duration of Agreement: This Agreement shall be effective 10/1/2024 and shall terminate on 09/30/2025.

3. Compensation: University shall compensate Contractor as tasks are completed to the satisfaction of University's authorized representative Dr. Belinda Reininger.

All invoices are paid 'Net 30 Days' from receipt of invoice.

Reimbursement will occur based on the following tiered structures. 50% of the total payment is based on TSSC CHW Case Management, and 50% of the total payment is based on classes delivered.

Table 1. TSSC CHW Case Management

TSSC CHW Case Management Goal*	Reimbursement
25 unique individuals with a minimum of 6 visits	$15,000.00
30 unique individuals with a minimum of 3 encounters	$15,000.00

*Refer to Program Implementation requirements (Section 1.D.i.)

Table 2. Exercise Classes

Tiers	Goal Achievement*	Weekly Classes (avg/month)	Reimbursement
100%	83.3-100% +	10-12	$30,000.00
75%	75%	9	$22,500.00

50%	50%	6	$15,000.00
25%	25%	3	$7,500.00
0%	0%	0	$0.00

*Refer to Program Implementation requirements (Section 1.D.iii.)
Goal is to maintain a minimum of 12 weekly exercise classes in a minimum of 3 venues.

Contractor must demonstrate fulfillment of these services to receive payment.
If contractor does not invoice for a minimum of $30,000 by April 15, 2025, University may choose to terminate this Agreement.

The total value of this Agreement shall not exceed $60,000.00.

4. Independent Contractor: It is understood and expressly agreed upon by the parties that Contractor is acting as an independent contractor in performing the services hereunder. Neither Contractor nor its employees shall hold themselves out as employees or agents of University. Neither Contractor nor its employees shall make any statements, representations, or commitments of any kind, or to take any action which shall be binding upon the University, except as may be expressly provided for herein or authorized in writing. University shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits that might be expected in an employer-employee relationship.

5. Assignment: This Agreement is entered into in reliance upon and in consideration of the singular skill and qualifications of Contractor. Contractor shall therefore not voluntarily or by operation of law assign or otherwise transfer its rights or obligations pursuant to the terms of this Agreement to any party without the prior written consent of University. Any attempted assignment or transfer by Contractor of its rights or obligations without such consent shall be void. Furthermore, Contractor shall not subcontract any of the services to be provided hereunder to another entity without the prior written consent of University.

6. Amendment: This Agreement may not be changed or modified in any respect except by means of a written document executed by both parties.

7. Ownership and Use of Work Material.

   7.1 All drawings, specifications, plans, computations, sketches, data, photographs, tapes, renderings, models, publications, statements, accounts, reports, studies, and other materials prepared by Contractor or any subcontractors in connection with the Work (collectively, "**Work Material**"), whether or not accepted or rejected by University, are the sole property of University and for its exclusive use and re-use at any time without further compensation and without any restrictions.

   7.2 Contractor grants and assigns to University all rights and claims of whatever nature and whether now or hereafter arising in and to the Work Material and will cooperate fully

with University in any steps University may take to obtain or enforce patent, copyright, trademark or like protections with respect to the Work Material.

7.3 Contractor will deliver all Work Material to University upon expiration or termination of this Agreement. University will have the right to use the Work Material for the completion of the Work or otherwise. University may, at all times, retain the originals of the Work Material. The Work Material will not to be used by any person other than University on other projects unless expressly authorized by University in writing.

7.4 The Work Material will not be used or published by Contractor or any other party unless expressly authorized by University in writing. Contractor will treat all Work Material as confidential.

7.5 All title and interest in the Work Material will vest in University and will be deemed to be a work made for hire and made in the course of the Work rendered under this Agreement. To the extent that title to any Work Material may not, by operation of law, vest in University or Work Material may not be considered works made for hire, Contractor hereby irrevocably assigns, conveys and transfers to University and its successors, licensees and assigns, all rights, title and interest worldwide in and to the Work Material and all proprietary rights therein, including all copyrights, trademarks, service marks, patents, trade secrets, moral rights, all contract and licensing rights and all claims and causes of action with respect to any of the foregoing, whether now known or hereafter to become known. In the event Contractor has any rights in the Work Material which cannot be assigned, Contractor agrees to waive enforcement worldwide of the rights against University, its successors, licensees, assigns, distributors and customers or, if necessary, to exclusively license the rights, worldwide to University with the right to sublicense. These rights are assignable by University.

8. Provisions of Law: This Agreement is subject to and shall be governed by the laws of the State of Texas, without regard to its choice of law provisions. Venue for any dispute arising out of this Agreement shall lie exclusively in Harris County, Texas. Any earnings derived from services rendered by Contractor are subject to income taxes; such earnings shall be reported to the government at the end of each calendar year by the University's accounting department. It is understood that Contractor is responsible for paying all applicable federal or state taxes on the compensation paid to Contractor by University.

9. Notices: Notices, correspondence, billings, payments, and all other communications shall be addressed as follows:

To University:	To Contractor:
The University of Texas Health Science Center at Houston P.O. Box 20036	Harlingen Parks and Recreation 502 E. Tyler Ave. Harlingen, Texas 78550

Houston, Texas 77225

10. Indemnification: Not Applicable.

11. Responsibility for Individuals Performing Work; Criminal Background Checks: Each individual who is assigned to perform the Work under this Agreement will be an employee of Contractor or an employee of a subcontractor engaged by Contractor. Contractor is responsible for the performance of all individuals performing the Work under this Agreement. Prior to commencing the Work, Contractor will have an appropriate criminal background screening performed on all the individuals. Contractor will determine on a case-by-case basis whether each individual assigned to perform the Work is qualified to provide the services. Contractor will not knowingly assign any individual to provide services on University's campus who has a history of criminal conduct unacceptable for a university campus or healthcare center, including violent or sexual offenses.

By signing this Agreement, Contractor certifies compliance with this Section. Contractor shall notify University when there is a change in the individuals assigned to perform the work due to unsatisfactory background check results.

12. Compliance: Contractor certifies:

- that it and its employees comply with all federal and state laws and regulations, including without limitation, Medicare and Medicaid regulations and the Immigration Reform and Control Act of 1986; and
- That neither it nor its employee have been or are presently excluded from participating in, or have been sanctioned by, any federal or state healthcare program; and
- That it has conducted criminal background checks for prior convictions on its employees performing services hereunder.

Contractor agrees to immediately report to University if it becomes aware of the following: (1) A violation of any federal or state healthcare law, regulation or policy by Contractor, its employees or agents; (2) an inquiry or investigation by the government of Contractor, its employees or agents; or (3) if Contractor or its employees or agents are excluded from, or otherwise sanctioned by, any federal or state healthcare plan.

13. Nondiscrimination: In the conduct of activities under this agreement, each party shall not unlawfully discriminate against any person on a basis prohibited by applicable law, including but not limited to race, color, national origin, religion, sex, age, veteran status, or disability.

14. Dispute Resolution: To the extent that Chapter 2260 of the *Texas Government Code*, as it may be amended from time to time ("Chapter 2260"), is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 shall be used, as further described herein, by University and Contractor to attempt to resolve any claim for breach of contract made by Contractor:

(A) Contractor's claims for breach of this Agreement that the parties cannot resolve pursuant to other provisions of this Agreement or in the ordinary course of business shall be submitted to the negotiation process provided in subchapter B of Chapter 2260. To initiate the process, Contractor shall submit written notice, as required by subchapter B of Chapter 2260, to University in accordance with the notice provisions in this Agreement. Contractor's notice shall specifically state that the provisions of subchapter B of Chapter 2260 are being invoked, the date and nature of the event giving rise to the claim, the specific Agreement provision that University allegedly breached, the amount of damages Contractor seeks, and the method used to calculate the damages. Compliance by Contractor with subchapter B of Chapter 2260 is a required prerequisite to Contractor's filing of a contested case proceeding under subchapter C of Chapter 2260. The Executive Vice President for Administration and Business Affairs of University, or such other officer of University as may be designated from time to time by University by written notice thereof to Contractor in accordance with the notice provisions in this Agreement, shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims.

(B) If the parties are unable to resolve their disputes under subparagraph (A) of this section, the contested case process provided in subchapter C of Chapter 2260 is Contractor's sole and exclusive process for seeking a remedy for any and all of Contractor's claims for breach of this Agreement by University.

(C) Compliance with the contested case process provided in subchapter C of Chapter 2260 is required prerequisite to seeking consent to sue from the Legislature under Chapter 107 of the Texas Civil Practices and Remedies Code. The parties hereto specifically agree that (i) neither the execution of this Agreement by University nor any other conduct, action or inaction of any representative of University relating to this Agreement constitutes or is intended to constitute a waiver of University's or the state's sovereign immunity to suit and (ii) University has not waived its right to seek redress in the courts.

(1) The submission, processing and resolution of Contractor's claim is governed by the published rules adopted by the Texas Attorney General pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.

(2) Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Contractor, in whole or in part. University and Contractor agree that any periods set forth in this Agreement for notice and cure of defaults are not waived, delayed, or suspended by Chapter 2260 or this section.

15. Termination: University may, without cause, terminate this Agreement at any time upon giving seven (7) days' advance written notice to Contractor. Upon termination pursuant to this Section, Contractor will be entitled to payment of an amount that will compensate Contractor for the Work satisfactorily performed from the time of the last payment date to the termination date in

accordance with this Agreement; provided, that, Contractor has delivered all Work Material to University. Notwithstanding any provision in this Agreement to the contrary, University will not be required to pay or reimburse Contractor for any services performed or for expenses incurred by Contractor after the date of the termination notice that could have been avoided or mitigated by Contractor.

16. Loss of Funding: University performance of its duties and obligations under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Board of Regents of The University of Texas System (the "Board") and/or other non-state Granting Authority ("Authority"). If the Legislature fails to appropriate or allot the necessary funds, or the Board or the Authority fails to allocate the necessary funds, then University will issue written notice to Contractor and University may terminate this Agreement without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of University.

17. Force Majeure: Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character ("Force Majeure Occurrence"). Provided, however, in the event of a Force Majeure Occurrence, Contractor agrees to use its best efforts to mitigate the impact of the occurrence so that University may continue to provide services during the occurrence.

18. Confidentiality: All information owned, possessed or used by University that is communicated to, learned, developed or otherwise acquired by Contractor in the performance of services for University, that is not generally known to the public, will be confidential and Contractor will not, beginning on the date of first association or communication between University and Contractor and continuing through the term of this Agreement and any time thereafter, disclose, communicate or divulge, or permit disclosure, communication or divulgence, to another or use for Contractor's own benefit or the benefit of another, any confidential information, unless required by law. Contractor will not make any press releases, public statements, or advertisement regarding this Agreement or to the services to be provided hereunder without the prior written approval of University. To the extent Contractor is permitted to subcontract services it shall ensure that the subcontractor complies with the provisions of this Agreement. Contractor shall employ encryption to mitigate the risk of disclosure of University information in-storage and in-transit. Encryption implementation and strength should be sufficient to protect University information from disclosure until such time as disclosure poses no material risk.

19. Limitation of Liability: Except for University's obligation (if any) to pay Contractor certain fees and expenses University will have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any duty or obligation of University to Contractor or to anyone claiming

through or under Contractor, no present or future affiliated enterprise, subcontractor, agent, officer, director, employee, representative, attorney or regent of University, or System, or anyone claiming under University has or will have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

20. Representations and Warranties by Contractor: If Contractor is a corporation or a limited liability company, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

21. Franchise Tax Certification: If Contractor is a corporate or limited liability company Contractor certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the Texas Tax Code, or that it is exempt from the payment of such taxes, or that it is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

22. Eligibility Certification: Pursuant to Section 2155.004, Texas Government Code, Contractor certifies that the individual or business entity named in this Agreement is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

23. Payment of Debt or Delinquency to the State: Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, Contractor agrees that any payments owing to Contractor under this Agreement may be applied directly toward any debt or delinquency that Contractor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

24. Texas Family Code Child Support Certification: Pursuant to Section 231.006, Texas Family Code, Contractor certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

25. **Access by Individuals with Disabilities.** Contractor represents and warrants (the "EIR Accessibility Warranty") that the electronic and information resources and all associated information, documentation, and support that it provides to University under the Agreement (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the *Texas Administrative Code* and Title 1, Chapter 206, Rule §206.70 of the *Texas Administrative Code* (as authorized by Chapter 2054, Subchapter M of the *Texas Government Code*.) To the extent Contractor becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Contractor represents and warrants that it will,

at no cost to University, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that Contractor fails or is unable to do so, then University may terminate the Agreement and Contractor will refund to University all amounts University has paid under the Agreement within thirty (30) days after the termination date.

26. Work Laws: Contractor shall comply with all labor and employment laws and regulations applicable to Contractor and its employees who will be performing services under this Agreement, including all laws and regulations pertaining to immigration, work status and eligibility (collectively, "Work Laws"). Contractor certifies that Contractor and Contractor's employees who will be performing services under this Agreement are, as of the effective date hereof, lawfully eligible to do so under applicable Work Laws.

27. Export Controls: Contractor shall comply with all applicable laws and regulations pertaining to export controls and the export of controlled technology or data in connection with its activities pursuant to this Agreement, including the Export Control Administration Regulations ("EAR") and the International Traffic in Arms Regulations ("ITAR"). For purposes of this Agreement, "controlled technology or data" means items, commodities, technology, software or information requiring federal agency approval under U.S. government laws and regulations before being exported to restricted foreign countries, persons and/or entities. The EAR and ITAR require U.S. Government approval before University releases controlled technology or data to foreign persons in the United States. In accordance with the foregoing, the following shall apply:

(A) Contractor shall promptly notify University in the event that Contractor or any of Contractor's employees who will be performing services under this Agreement or have access to University technology or data is a foreign national or is otherwise restricted under U.S. export controls laws from receiving controlled technology or data.

(B) If a license is required from any U.S. government agency to release any technology or data to the Contractor or any Contractor employee in connection with the Agreement, University may, at its discretion: (1) restrict Contractor's access to such technology and/or data until a license or other authorization is obtained, (2) narrow the scope of the services to be provided by Contractor under this Agreement, or (3) terminate this Agreement upon notice to Contractor.

(C) In the event that University exercises option (1) or (2) above, the term of the Agreement and scope of work may be adjusted as necessary.

(D) In the event that University exercises option (1) above, Contractor shall, promptly upon receipt of an invoice from University therefor, reimburse University's costs for obtaining a license or other authorization.

(E) In no event shall University be liable to Contractor or any of Contractor's employees for exercising any of its rights set forth in this section 23, except for any lawfully permissible payment for services rendered by Contractor in accordance with the terms of this Agreement.

28. Health Insurance Portability and Accountability Act: Notwithstanding anything to the contrary in this Agreement, if applicable to the Scope of Work to be provided by Contractor hereunder, Contractor agrees to treat all individually identifiable health information in accordance with all applicable laws governing the confidentiality and privacy of individually identifiable health information, including without limitation, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any regulation and official guidelines promulgated thereunder.

29. Integration: This Agreement supersedes any and all other discussions, negotiations, and representations of any kind and represents the entire agreement of the parties hereinabove mentioned.

THIS AGREEMENT WILL BE IN EFFECT UPON FULL EXECUTION BY BOTH PARTIES. UNIVERSITY WILL NOT BE RESPONSIBLE FOR ANY PAYMENTS FOR SERVICES PERFORMED OR PRODUCTS DELIVERED BY CONTRACTOR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT.

In Witness Whereof, the parties have caused this Agreement to be executed as of the date first set forth above.

CITY OF HARLINGEN	THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON
By: _____	By: _____
Signature	Signature (Authorized Purchasing Agent)
_____	_____
Typed Name	Typed Name
_____	_____
Title	Title
_____	_____
Date	Date
	_____
	PO Number

AGENDA ITEM
EXECUTIVE SUMMARY

10(P)

Meeting Date: **September 18, 2024**

Agenda Item:

Consideration and possible action to approve a request from the Harlingen Parks and Recreation Department to close portions of the following trails: Arroyo Colorado Hike and Bike Trail, Henry Roberts Loop, Arroyo Delta, Comal and Olmos Trail and a portion of the Frank Boggus Memorial Trail for the "Showdown at the Arroyo", October 12th and 13th, 2024. Attachment ***(Parks & Recreation)***

Prepared By (Print Name): Javier Mendez
Title: Parks & Recreation Director
Signature:

Brief Summary:

David Hernandez, founder and president of the Valley Off Road Bicycling Association is hosting their 3rd Annual "Showdown at the Arroyo" a Mountain Bike Race in the City of Harlingen. The City of Harlingen is a co-sponsor of this event which is a 10 mile off road mountain bike race using existing trails. The race will begin at Arroyo Park, heading down to the Arroyo Trail then up through the Thicket, then back to the Arroyo Trail up to the C. B. Wood Park, then back down to the Arroyo Trail up to Frank Boggus Memorial Trail, then back to Arroyo Park to the finish line. The course setup will begin on Thursday, October 10th and continue through Friday October 11th for individuals interested in a pre-ride. The Trails will be closed to the public Saturday afternoon in preparation for the main race day on Sunday, October 13th and will reopen Sunday, October 13th after 2:00 p.m.

This event is a cross country (XC) bicycle race for all ages and skill levels, and is the fourth race of the Texas Cup Series, and Trek Texas for the Texas Mountain Bike Racing Association (TMBRA). The Texas Mountain Bike Race Association is the organizer of the 2024 Texas Cup Mountain Bike Race Series, a fifth series mountain bike race throughout Texas and Louisiana with Harlingen being the southernmost city hosting one of the race events. The host is capping the registration to 300. Registration has already opened and the city is helping market the event around Texas and northern Mexico.

Staff will be assisting with park resources including staff.

VORBA Showdown at the Arroyo Très Race Schedule

- **Thursday 10/10/24 - Arroyo Park, 1101 E. New Hampshire, Harlingen, TX**
  - 1:00 p.m. - 6:00 p.m. Course Setup at Arroyo Park (tape, poly-poles, signs, t-posts, orange fencing)
- **Friday 10/11/24 - Arroyo Park, 1101 E. New Hampshire, Harlingen, TX**
  - 8:00 a.m. - 12:00 p.m. Course Setup at Arroyo Park (tape, poly-poles, signs, t-posts, orange fencing)
  - 12:00 p.m. - 6:00 p.m. Course Open for Pre-ride
  - 6:00 p.m. - 8:00 p.m. VORBA Mixer - Station 1 Bar & Grill, 1662 Sam Houston Dr., Harlingen, TX
- **Saturday, 10/12/2024 - Arroyo Park, 1101 E. New Hampshire, Harlingen, TX**
  - 7:00 a.m.-6:00 p.m. Course Open for Pre-Ride (Start/Finish line setup, plastic gates, stage, portable restrooms)
  - 9:00 a.m. - 12:00 p.m. Pump Track Time Trail
  - 10:00 a.m. - 12:00 p.m. MTB Jump School
  - 1:00 p.m. - 2:00 p.m. Kids Cup Race (Arroyo Park Field)
  - 2:00 p.m. - 3:00 p.m. New Racers Clinic (Arroyo Park Field)
  - 3:00 p.m. - 4:00 p.m. Kid's Pump Track Clinic
  - 4:00 p.m. - 6:00 p.m. VORBA Mixer/Packet Pickup (Bicycle World Harlingen)

- **Sunday, 10/13/2024 - Arroyo Park, 1101 E. New Hampshire, Harlingen, TX**

8:00 a.m. - 8:30 a.m.	10-12 U Category
8:30 a.m.	Cat 1/Pro (3 Laps, 27 miles)
9:00 a.m.	Cat 2/Singlespeed (2 Laps, 18 miles)
11:00 a.m.	Cat 3 (1 Laps, 9 miles)
11:30 a.m.	E-Bike
2:00 p.m.	Final Podium
3:00 p.m.	Event Cleanup

Staff recommends approval.

Funding (if applicable):

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

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

Staff Recommendation:

Staff recommends the closure of the trails that are referenced in the request starting on the evening of Saturday, October 1st and reopening Sunday evening.

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

Comments:

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

2024 TEXAS CUP -
MTB XC RACE SERIES
SHOWDOWN
@ THE ARROYO: TRES
THE DAYS OF THE SHRED
OCTOBER 12-13, 2024
HARLINGEN ARROYO PARK
1101 E. NEW HAMPSHIRE ST
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SATURDAY
PUMP TRACK TT
JUMP CLINIC
KID'S CUP
SUNDAY
MEN/WOMEN
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Race #5 of the
2024 South Texas
Mountain Bike
Race Series
USA CYCLING
Fast Chelo
Sealant

10(9)

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **September 18, 2024**

Agenda Item:

Consideration and possible action to approve a contract with the Boy's and Girl's Club of Harlingen for Fiscal Year 2025 in the amount of $145,757.00 for Teen Service Programs and authorize the City Manager to sign the contract.

Prepared By (Print Name): Javier Mendez

Title: Director of Parks and Recreation

Signature:

Brief Summary:

Summary:

The funds have been appropriated in the Parks and Recreation 2025 Fiscal Years budget to help support the Boy's and Girl's Club's Teen Service Programs that includes the teen offender program, teen mentoring program, and other recreational and social activities. These funds help pay the salary and benefits of the unit directors and youth development workers who lead and direct a variety of recreational and education programs for teens between the ages of 12 through 18. These funds specifically support the satellite units located within or adjacent to three public housing developments: Lemoyne Gardens, Bonita Park, and Los Vecinos. These attached exhibits outline the services to be provided and sets a pay schedule for the course of the fiscal year.

Funding (if applicable):

Are funds specifically designated in the current budget for the full amount for this purpose? **Acct. 001-6020-803-39-01** [X] Yes [ ] No*

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

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

Staff Recommendation:

Staff recommends approval.

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

Comments:

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

STATE OF TEXAS §
COUNTY OF CAMERON §

PUBLIC SERVICES CONTRACT

This Agreement made and entered into on this the 18th day of September, 2024, by and between the City of Harlingen, a political subdivision of the State of Texas, hereinafter referred to as **"CITY"**, and the Boys and Girls Club of Harlingen , hereinafter referred to as **"CLUB".**

WITNESSETH

WHEREAS, **CITY** desires to promote and continue programs which directly benefit the health and well-being of the public, including those which provide a healthy educational and recreational environment to its youth;

WHEREAS, **CITY** finds that the activities described in the attached **Exhibit "A"** directly promote and advance the CITY'S public purposes in providing such educational and recreational opportunities to its youth;

WHEREAS, **CLUB** desires to carry out eligible activities as described in the attached **Exhibit "A"** "Statement of Work", of this Agreement.

WHEREAS, **CITY** proposes to contract with **CLUB** in order that the eligible activities described in **Exhibit "A"** can be carried out for the benefit of residents in the **CITY's** jurisdiction.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, **CITY** and **CLUB** do mutually agree as follows:

SECTION I
Rules and Regulations

CLUB agrees to cooperate with the **CITY** in respect to the implementation of Teen activities to be carried out by **CLUB.**

SECTION II
Statement of Work

CLUB agrees to perform the services and administer the programs as outlined in **Exhibit "A,"** "Statement of Work," for and in consideration of payment in the amount of **One Hundred and Forty Five Thousand Seven Hundred and Fifty Seven Dollars ($145,757.00),** and as delineated in **"B,"** "Payment Schedule."

CLUB agrees to notify **CITY**, in writing, of any proposed changes to its Statement of Work, or Payment Schedule. CLUB shall obtain approval, in writing, from **CITY** prior to commencing work on any changes made to the Statement of Work or Payment Schedule.

CITY shall not be liable for costs incurred or performances rendered by **CLUB** before commencement of this Agreement, after termination of this Agreement, or when changes have been applied but not approved by **CITY.**

SECTION III
Records and Reports

CLUB agrees to establish and maintain records and reports as outlined in **Exhibit "C,"** "Records and Reports," and agree to make those records and reports available to the **CITY**.

SECTION IV
Monitoring Visits

CLUB agrees that **CITY** shall conduct on-site monitoring visits to assure compliance with applicable local requirements and this Agreement, and that the performance goals as delineated herein are being achieved. After each monitoring visit, **CITY** shall provide **CLUB** with a written report of the monitor's findings. If the monitoring reports note deficiencies in **CLUB's** performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **CLUB**. Failure by **CLUB** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section IX of this Agreement. In addition, **CLUB** shall give the Comptroller General of the United States, **CITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by **CLUB** pertaining to this Agreement.

SECTION V
Payment Requests and Program Income

CLUB agrees to follow administrative directions from the **CITY** regarding documenting and processing payment requests as defined in **Exhibit "D"** "Requests for Payments" of this Agreement.

CLUB shall submit final reimbursement request to **CITY** within fifteen (15) days of the Agreement end date.

CLUB and **CITY** agree that if applicable, program income generated from the use of funds shall be retained by the **CLUB**. **CLUB** is to provide to the **CITY** by the third Wednesday of each month an accounting of program income through financial records outlined in **Exhibit "D"**.

CLUB and **CITY** agree that all unused funds will be returned to **CITY** at the end or termination of this agreement for either reallocation or to be reprogrammed by **CITY.**

SECTION VI
Religious Activities

CLUB and **CITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities.

SECTION VII
Uniform Administrative Requirements

Entities, **except entities that are governmental entities**, shall comply with the requirements and standards of OMB Circular No. A–122, "Cost Principles for Non-profit Organizations", or OMB Circular No. A–21, "Cost Principles for Educational Institutions", as applicable, and OMB Circular A–133, "Audits of Institutions of Higher Education and Other

Nonprofit Institutions" (as set forth in 24 CFR part 45). Audits shall be conducted annually. Such CLUB shall also comply with the provisions of the Uniform Administrative requirements of OMB Circular A–110 (implemented at 24 CFR part 84, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations").

SECTION VIII
Audit Requirements

CLUB agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations.

CLUB agrees to furnish **CITY** a Financial Management letter covering the period of this Agreement that includes detailed receipts and disbursement of payments to **CLUB** hereunder. However, if **CLUB** obtains an audit as per OMB Circular A-133, **CLUB** shall submit said audit to **CITY** within fifteen (15) days. Further, **CLUB** agrees to cooperate with **CITY** relating to any inquires regarding the audit. **CLUB** acknowledges that a Financial Audit shall be provided to **CITY** at the expense of the **CLUB.** Audit shall be available to **CITY** staff.

SECTION IX
Suspension and Termination

CLUB understands that this Agreement may be suspended or terminated, if **CLUB** materially fails to comply with the provisions of this Agreement or the provisions so listed in **Exhibits "A" through "D".**

If **CLUB** fails to fulfill in a timely and proper manner its obligations under this Agreement, or **CLUB** violates any of the Agreements or stipulations of this Agreement, then the **CITY** shall provide **CLUB** written notification of such non-performance. Such non-performance may be the basis for immediate termination of this Agreement. Should any breach of contract (Agreement) relate to a violation of federal law or regulation that results in from the **CLUB** or its successor, the **CITY** will terminate Agreement and seek reimbursement of all funds from **CLUB**. **CLUB** shall not be relieved of the liability to the **CITY** for damages sustained by the **CITY** by virtue of any breach of this contract (Agreement) by **CLUB** and **CITY** may withhold any payments to **CLUB** for violations of federal regulations. Should the **CITY** become aware of any activity by **CLUB,** which would jeopardize public accountability of funds, then the **CITY** may take appropriate action including injunctive relief against **CLUB** to prevent the transaction as aforesaid. The failure of the **CITY** to exercise any right shall in no way constitute a waiver by the **CITY** to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both the **CITY** and **CLUB.**

SECTION X
Assets

CLUB shall not purchase any asset unless so permitted by the **CITY** and such procurement shall be done in the form and manner so prescribed by the **CITY**.

SECTION XI
Indemnity Clause

CLUB agrees to hold **CITY** harmless from, and indemnify **CITY** from and defend **CITY** against any and all claims brought against **CITY** by employees or officers of **CLUB** or brought by any third person arising in any manner directly or indirectly from **CLUB** programs, activities or events conducted pursuant to this Agreement.

CLUB shall acquire, maintain and furnish to **CITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under this contract agreement with General Aggregate limits of not less than Two Million Dollars ($2,000,000.00) for Commercial General Liability and One Million Dollars ($1,000,000.00) per occurrence, and FIVE HUNDRED THOUSAND DOLLARS ($500,000.00) for Commercial Automobile Liability, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. Policies must be endorsed to Waive Subrogation Rights, name the City as an "Additional Insured" and the cancellation provisions extended to thirty (30) days in writing. This requirement shall be to meet **CLUB'S** duty of indemnification under this paragraph.

SECTION XII
Procurement

CLUB agrees to follow the rules of the **CITY** on the procurement of services, supplies or non-real property in relation to **CITY**-funded projects. The legal standards that will apply include the Procurement Standards of the City of Harlingen. In such case as **CLUB** has developed procurement standards governing its operation, such standards shall be reviewed by **CITY** to ensure compliance with the standards implemented by **CITY.**

SECTION XIII
Conflict of Interest

CLUB covenants that neither members of its organization or staff members who exercise influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed in **Exhibit "A".**

CLUB agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **CLUB**'s organization or the **CITY**'s organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Exhibit "A" during their tenure.

CLUB are responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

No **CITY** employee, elected official, consultant and/or agent shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described on **Exhibit "A"**.

SECTION XIV
Legal Action and Venue

CLUB agrees to notify the **CITY** when a problem arises that may lead to legal action or claim against the **CLUB**. The **CLUB** agrees to furnish to the **CITY** any information with respect to such action or claim. The **CLUB** agrees not to take any action with respect to any legal action or claim sought against the **CLUB** without the advice and consent of the **CITY**.

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in Cameron County.

SECTION XV
Miscellaneous Provisions

Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

No Waiver. No waiver by **CITY** of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

Entire Agreement. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by **CITY** and **CLUB**, and not otherwise.

Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Cameron County, Texas. The parties hereby consent to personal jurisdiction in Cameron County, Texas.

Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by electronic mail, or (iii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or (iv) sent by facsimile or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to **CITY**:

City of Harlingen
City Manager's Office
118 E. Tyler
Harlingen, Texas 78550
Email ggonzalez@myharlingen.us
Phone # (956) 216-5001
Fax # (956) 216-8035

If to **CLUB**:

CLUB and Girls Club of Harlingen
P.O. Box 1982
Harlingen, Texas 78551
bclub@rgv.rr.com
Phone # (956) 428-4183
Fax # (956) 428-2544

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

Additional Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

Assignment. This Agreement shall not be assignable by **CLUB**. **CITY** may assign this Agreement without the consent of **CLUB**.

Headings. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

Authority to Execute. The execution and performance of this Agreement by **CITY** and **CLUB** have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of **CITY** and **CLUB** in accordance with its terms.

SECTION XVI
Effective Date

The effective date of this agreement shall be the **1st day of October, 2024**, which follows the approved budget by the City Commission, and shall terminate on the **30th day of September, 2025**.

Approved and signed this ____ day of September, 2024.

City of Harlingen

_____

Gabriel Gonzalez, CPM, City Manager

Attested by

_____

Amanda Elizondo, City Secretary

Boys and Girls Club of Harlingen

_____

Gerald Gathright, Executive Director

10(r)

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **September 18, 2024**

Agenda Item:

Consideration and possible action to approve a contract with the Boy's and Girl's Club of Harlingen for Fiscal Year 2025 in the amount of $140,104.00 for Youth Service Programs and authorize the City Manager to sign the contract. Attachment ***(Parks & Recreation)***

Prepared By (Print Name): Javier Mendez
Title: Director of Parks and Recreation
Signature:

Brief Summary:

Summary

The funds have been appropriated in the 2025 Fiscal Years budget to help support the Boy's and Girl's Club's Youth Service Program. These funds help pay the salary and benefits of the unit directors and youth development workers who lead and direct a variety of recreational and education programs for youth between the ages of 6 through 11. These funds specifically support the satellite units located within or adjacent to three public housing developments: LeMoyne Gardens, Bonita Park, and Los Vecinos. The attached exhibits outline the services to be provided and sets a pay schedule for the course of the fiscal year.

Funding (if applicable):

Are funds specifically designated in the current budget for the full amount for this purpose? **Acct. 001-1399-413-3933** [X] Yes [ ] No*

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

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

Staff Recommendation:

Staff recommends approval.

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

Comments:

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

STATE OF TEXAS }
COUNTY OF CAMERON }

PUBLIC SERVICES CONTRACT

This Agreement made and entered into on this the 18th day of September, 2024, by and between the City of Harlingen, a political subdivision of the State of Texas, hereinafter referred to as **"CITY"**, and the Boys and Girls Club of Harlingen, hereinafter referred to as **"CLUB".**

WITNESSETH

WHEREAS, **CITY** desires to promote and continue programs which directly benefit the health and well-being of the public, including those which provide a healthy educational and recreational environment to its youth;

WHEREAS, **CITY** finds that the activities described in the attached **Exhibit "A"** directly promote and advance the CITY'S public purposes in providing such educational and recreational opportunities to its youth;

WHEREAS, **CLUB** desires to carry out eligible activities as described in the attached **Exhibit "A"**, "Statement of Work", of this Agreement.

WHEREAS, **CITY** proposes to contract with **CLUB** in order that the eligible activities described in **Exhibit "A"** can be carried out for the benefit of residents in the **CITY's** jurisdiction.

NOW, THEREFORE, That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, **CITY** and **CLUB** do mutually agree as follows:

SECTION I
RULES AND REGULATIONS

CLUB agrees to cooperate with the **CITY** in respect to the implementation of youth activities to be carried out by **CLUB.**

SECTION II
STATEMENT OF WORK

CLUB agrees to perform the services and administer the programs as outlined in **Exhibit "A"** "Statement of Work" for and in consideration of payment in the amount of **ONE HUNDRED AND FORTY THOUSAND ONE HUNDRED AND FOUR DOLLARS AND NO CENTS ($140,104.00),** and as delineated in **Exhibit "B,"** "Payment Schedule."

CLUB agrees to notify **CITY**, in writing, of any proposed changes to its Statement of Work, Project Budget or Payment Schedule. **CLUB** shall obtain approval, in writing, from **CITY** prior to commencing work on any changes made to the Statement of Work, Project Budget or Payment Schedule.

CITY shall not be liable for costs incurred or performances rendered by **CLUB** before commencement of this Agreement or after termination of this Agreement, or when changes have been applied by not approved by **CITY**.

SECTION III
RECORDS AND REPORTS

CLUB agrees to establish and maintain records and reports as outlined in **Exhibit "C,"** "Records and Reports," and agrees to make those records and reports available to the **CITY**.

SECTION IV
MONITORING VISITS

CLUB agrees that **CITY** shall conduct on-site monitoring visits to assure compliance with applicable local requirements and this Agreement, and that the performance goals as delineated herein are being achieved. After each monitoring visit, **CITY** shall provide **CLUB** with a written report of the monitor's findings. If the monitoring reports note deficiencies in **CLUB's** performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **CLUB**. Failure by **CLUB** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section IX of this Agreement. In addition, **CLUB** shall give the Comptroller General of the United States, **CITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by **CLUB** pertaining to this Agreement.

SECTION V
PAYMENT REQUESTS AND PROGRAM INCOME

CLUB agrees to follow administrative directions from the **CITY** regarding documenting and processing payment requests as defined in **Exhibit "D"** "Requests for Payments" of this Agreement.

CLUB shall submit final reimbursement request to **CITY** within fifteen (15) days of the Agreement end date.

CLUB and **CITY** agree that if applicable, program income generated from the use of funds shall be retained by the **CLUB**. **CLUB** is to provide to the **CITY** by the third Wednesday of each month an accounting of program income through financial records outlined in **Exhibit "D"**.

CLUB and **CITY** agree that all unused funds will be returned to **CITY** at the end or termination of this agreement for either reallocation or to be reprogrammed by **CITY.**

SECTION VI
RELIGIOUS ACTIVITIES

CLUB and **CITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities.

SECTION VII
UNIFORM ADMINISTRATIVE REQUIREMENTS

Entities, **except entities that are governmental entities**, shall comply with the requirements and standards of OMB Circular No. A–122, "Cost Principles for Non-profit Organizations", or OMB Circular No. A–21, "Cost Principles for Educational Institutions", as applicable, and OMB Circular A–133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions" (as set forth in 24 CFR part 45). Audits shall be conducted annually. Such CLUB shall also comply with the provisions of the Uniform Administrative requirements of OMB

Circular A–110 (implemented at 24 CFR part 84, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations").

SECTION VIII
AUDIT REQUIREMENTS

CLUB agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations.

CLUB agrees to furnish **CITY** a Financial Management letter covering the period of this Agreement that includes detailed receipts and disbursement of payments to **CLUB** hereunder. However, if **CLUB** obtains an audit as per OMB Circular A-133, **CLUB** shall submit said audit to **CITY** within fifteen (15) days. Further, **CLUB** agrees to cooperate with **CITY** relating to any inquires regarding the audit. **CLUB** acknowledges that a Financial Audit shall be provided to **CITY** at the expense of the **CLUB.** Audit shall be available to **CITY** staff.

SECTION IX
SUSPENSION AND TERMINATION

CLUB understands that this Agreement may be suspended or terminated, if **CLUB** materially fails to comply with the provisions of this Agreement or the provisions so listed in **Exhibits A through D.**

If **CLUB** fails to fulfill in a timely and proper manner its obligations under this Agreement, or **CLUB** violates any of the Agreements or stipulations of this Agreement, then the **CITY** shall provide **CLUB** written notification of such non-performance. Such non-performance may be the basis for immediate termination of this Agreement. Should any breach of contract (Agreement) relate to a violation of federal law or regulation that results in from the **CLUB** or its successor, the **CITY** will terminate Agreement and seek reimbursement of all funds from **CLUB**. **CLUB** shall not be relieved of the liability to the **CITY** for damages sustained by the **CITY** by virtue of any breach of this contract (Agreement) by **CLUB** and **CITY** may withhold any payments to **CLUB** for violations of federal regulations. Should the **CITY** become aware of any activity by **CLUB,** which would jeopardize public accountability of funds, then the **CITY** may take appropriate action including injunctive relief against **CLUB** to prevent the transaction as aforesaid. The failure of the **CITY** to exercise any right shall in no way constitute a waiver by the **CITY** to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both the **CITY** and **CLUB.**

SECTION X
ASSETS

CLUB shall not purchase any asset unless so permitted by the **CITY** and such procurement shall be done in the form and manner so prescribed by the **CITY**.

SECTION XI
INDEMNITY CLAUSE

CLUB agrees to hold **CITY** harmless from, and indemnify **CITY** from and defend **CITY** against any and all claims brought against **CITY** by employees or officers of **CLUB** or brought by any third person arising in any manner directly or indirectly from **CLUB** programs, activities or events conducted pursuant to this Agreement.

SECTION XII
INSURANCE

CLUB shall acquire, maintain and furnish to **CITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under this contract agreement with General Aggregate limits of not less than Two Million Dollars ($2,000,000.00) for Commercial General Liability and One Million Dollars ($1,000,000.00) per occurrence, and FIVE HUNDRED THOUSAND DOLLARS ($500,000.00) for Commercial Automobile Liability, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. Policies must be endorsed to Waive Subrogation Rights, name the City as an "Additional Insured" and the cancellation provisions extended to thirty (30) days in writing. This requirement shall be to meet **CLUB'S** duty of indemnification under this paragraph.

SECTION XIII
PROCUREMENT

CLUB agrees to follow the rules of the **CITY** on the procurement of services, supplies or non-real property in relation to **CITY**-funded projects. The legal standards that will apply include the Procurement Standards of the City of Harlingen. In such case as **CLUB** has developed procurement standards governing its operation, such standards shall be reviewed by **CITY** to ensure compliance with the standards implemented by **CITY.**

SECTION XIV
CONFLICT OF INTEREST

CLUB covenants that neither members of its organization or staff members who exercise influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed in **Exhibit A.**

CLUB agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **CLUB**'s organization or the **CITY**'s organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Exhibit A during their tenure.

CLUB is responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

No **CITY** employee, elected official, consultant and/or agent shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described on **Exhibit "A"**.

SECTION XV
LEGAL ACTION AND VENUE

CLUB agrees to notify the **CITY** when a problem arises that may lead to legal action or claim against the **CLUB**. The **CLUB** agrees to furnish to the **CITY** any information with respect to such action or claim. The **CLUB** agrees not to take any action with respect to any legal action or claim sought against the **CLUB** without the advice and consent of the **CITY**.

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in Cameron County.

SECTION XVI
MISCELLANEOUS PROVISIONS

Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

No Waiver. No waiver by **CITY** of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

Entire Agreement. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by **CITY** and **CLUB**, and not otherwise.

Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Cameron County, Texas. The parties hereby consent to personal jurisdiction in Cameron County, Texas.

Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by electronic mail, or (iii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or (iv) sent by facsimile or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to **CITY**:

City of Harlingen
City Manager's Office
118 E. Tyler
Harlingen, Texas 78550
Email: ggonzalez@myharlingen.us
Phone # (956) 216-5001
Fax # (956) 216-8035

If to **CLUB**:

Boys and Girls Club of Harlingen
P.O. Box 1982
Harlingen, Texas 78551
bclub@rgv.rr.com
Phone # (956) 428-4183
Fax # (956) 428-2544

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

Additional Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

Assignment. This Agreement shall not be assignable by **CLUB**. **CITY** may assign this Agreement without the consent of **CLUB**.

Headings. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

Authority to Execute. The execution and performance of this Agreement by **CITY** and **CLUB** have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of **CITY** and **CLUB** in accordance with its terms.

SECTION XVII
EFFECTIVE DATE

The effective date of this agreement shall be on the **1st Day of Oetober, 2024**, which follows the approved budget by the City Commission, and shall terminate on the **30th day of September 2025**.

Approved and signed this _____ day of September, 2024.

CITY OF HARLINGEN

_____

Gabriel Gonzalez, CPM, City Manager

Attested by:

_____

Amanda Elizondo, City Seeretary

Boys and Girls Club of Harlingen

_____

Gerald Gathright, Executive Director

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AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **September 18, 2024**

Agenda Item:

Consideration and possible action to accept or deny the donation offered by TXU Energy for twenty 30-gallon sized native trees to be planted within the City of Harlingen.
Attachment ***(Parks & Recreation)***

Prepared By: Javier Mendez, Parks & recreations Director

Brief Summary:

TXU Energy representative contacted city manager Gabriel Gonzalez, and offered the donation of twenty 30-gallon sized native trees. TXU Energy cares about the environment and has a longstanding tree planting partnership with the Texas Trees Foundation. This year, TXU Energy is celebrating their 20th anniversary partnership with the Texas Trees Foundation and the TXU Energy Urban Tree Farm and Education Center. To celebrate this milestone anniversary and also in recognition of our longtime partnership with the City of Harlingen, they would like to donate 20 trees to be planted in Harlingen.

The tree donation is scheduled for this fall, and we are expected to plant them between the months of October and December. The Texas Tree Foundation (TTF) recommends ordering 4-5 different tree species. The donated trees will be native to our area and are mature, 30-gallon sized trees. TTF will help source the trees and deliver the trees to a park of your choice. The City will be responsible for planting the trees. Once the trees are planted, they would like to schedule a photo op to commemorate the donation. The Texas Tree Foundation is recommending the following tree species which will do well in our area:

Larger Shade Tree Species
-Bur oak
-Cedar elm
-Live oak
-Mexican white oak
-Montezuma cypress
-Mexican sycamore
-Pecan

Total Cost: $8,000.00

Staff recommends accepting the donation.

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/A

Staff Recommendation:

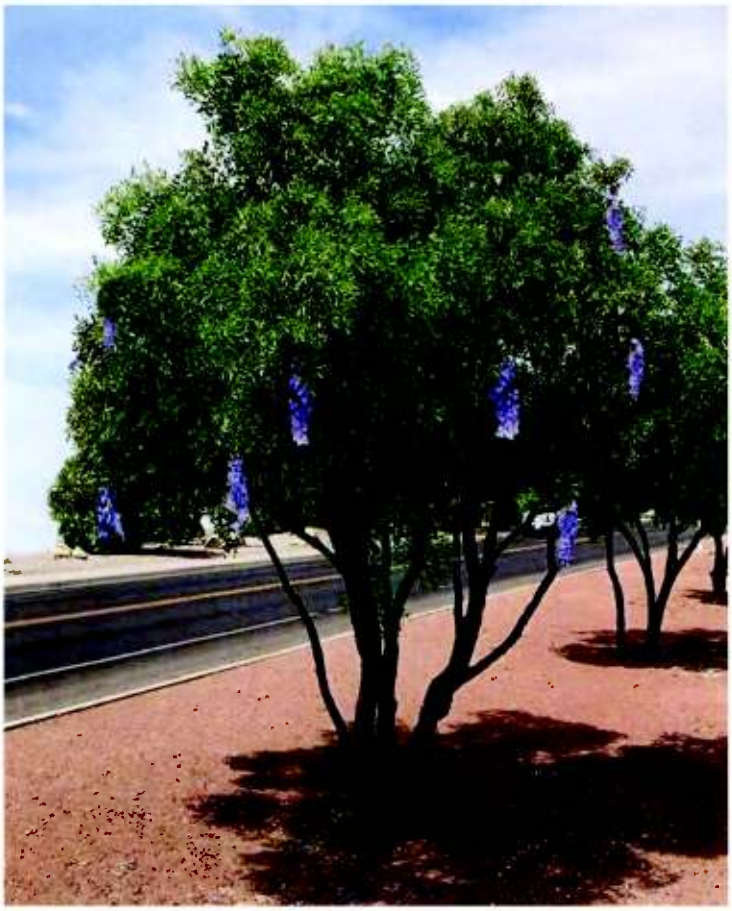
Staff recommends accepting the donation of the twenty native trees.

City Manager approval: GG

Comments:

City Attorney's approval:

Texas Mountain Laurel Tree



The Texas mountain laurel (Sophora secundiflora) is a slow-growing shrub or small tree that typically grows about 2 feet per year. However, it can grow up to 30 feet tall in ideal conditions.

Black Willow

Black willows can grow 3 to 4 feet per year and can grow to be 30 to 65 feet tall.

Black willows can spread to be 30 to 40 feet wide.

Lifespan: Black willows typically live for 30 to 50 years.

Live Oak

These trees will live for hundreds of years and will reach a height of about 20 to 40 feet at maturity, growing around 1 to 2 feet annually.

Cedar Elm

A large tree to 75 feet tall with a tall straight trunk 2 to 3 feet in diameter.

Bur Oak Tree

Bur oaks grow slowly, typically adding less than 12 inches per year. However, a well-established tree can grow up to 20 inches per year.

Bur oaks can grow to be some of the largest trees, reaching heights of up to 160 feet and trunk diameters of up to 10 feet.

Lifespan: Bur oaks can live for 200 to 400 years

Mexican White Oak

White oaks can grow to be 80–100 feet tall, but the tallest recorded white oak was 144 feet.

White oaks typically have a diameter of 3–4 feet.

White oaks can live for 350–500 years.

Texas Persimmon Tree

Texas persimmon (Diospyros texana) is a slow-growing tree that typically grows 12 inches per year

When fully grown, it can reach a height of 10 to 20 feet.

When fully grown, a Texas persimmon tree can reach a width of 15 to 20 feet

Montezuma Cypress

The Montezuma cypress can grow up to 2.5 feet per year. It can reach 70 feet tall in 30 years. A fast-growing, large tree to 70 feet tall and a thick trunk up to 6 feet in diameter or more

Anacua Tree

The anacua tree (Ehretia anacua), also known as the sandpaper tree moderate growth rate of 20–50 ft in height and 20–50 ft in width.

Wild Olive Tree

This tree grows slowly and can reach a height of 20 feet and a spread of 20 feet

Pata De Vaca (Orchid Tree)

It typically grows to a height of 10-20 feet, with a thick, fleshy trunk and a wide, flat crown.

Mexican Sycamore Tree

The Mexican Sycamore (Platanus mexicana) is a fast-growing tree that can grow up to five feet per year.

Mexican Sycamores can grow to be 60 to 80 feet tall and 40 to 60 feet wide at maturity.

Pecan Tree

Pecan trees that are not bearing fruit can grow 1–3 feet per year.

Pecan trees can grow to be 60–100 feet tall and spread 30–50 feet wide. They can take 20–25 years to reach full maturity.

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AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **September 18th, 2024**

Agenda Item:

Consideration and possible action to authorize the City Manager to award a construction contract with RGV Asphalt LLC for the Los Vecinos Street Improvements Project Bid 2024-15, which was designed by Staff and is funded by the Harlingen Housing Authority. Attachment ***(Engineering Dept.)***

Prepared By: Luis Vargas, PE, CFM
Title: City Engineer
Signature:

Brief Summary:

1. This project was previously awarded in November 2022; however, due to excessive delays and subpar performance from the contractor, the construction contract was terminated in mid-2024.

2. The original contract, awarded in November 2022, included the reconstruction of three streets: West Pierce Avenue (from dead end to South M Street), Mitchell Avenue (from dead end to South M Street) and West Buchanan Avenue (from dead end to South M Street). Only one street was completed in 2023, West Pierce Avenue.

3. This new contract, or "re-bid", will continue the street improvements for the remaining two streets: Mitchell Avenue and West Buchanan Avenue. See attached location map. Improvements include new sidewalks, ADA compliant ramps, additional parking, drainage improvements, utility adjustments, relocation of trash containers and new lighting.

4. The City received four bids for the construction project:

    a. RGV Asphalt LLC - $1,098,000.00

    b. Earthworks Enterprise - $1,554,292.96

    c. Rene Guerra & Sons Hauling LLC - $1,241,056.40

    d. Rovan Texas LLC - $1,519,542.47

5. To reduce traffic congestion and nuisance, construction is planned in phases with one street per phase, to be completed before proceeding to the next.

6. City recommends the selection and award of the construction contract to RGV Asphalt LLC.

Funding (if applicable):

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

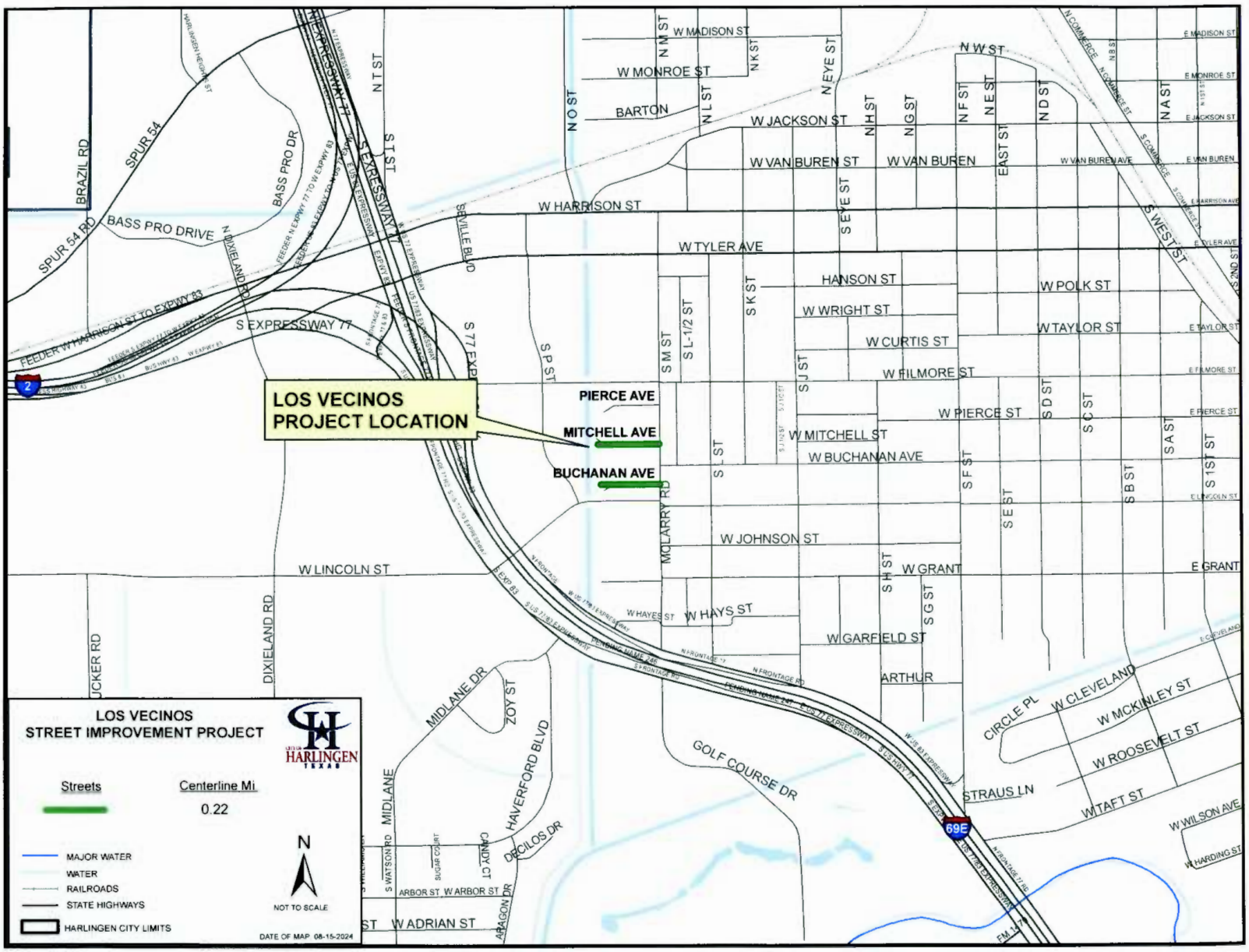
*If no, specify source of funding and amount requested:

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

Staff Recommendation:
Staff recommends approval.

City Manager's approval: GG	✓ Yes	No	N/A
Comments:			

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


LOS VECINOS
PROJECT LOCATION
PIERCE AVE
MITCHELL AVE
BUCHANAN AVE
W MADISON ST
W MONROE ST
BARTON
W JACKSON ST
W VAN BUREN ST
W VAN BUREN
W HARRISON ST
W TYLER AVE
HANSON ST
W POLK ST
W WRIGHT ST
W TAYLOR ST
W CURTIS ST
W FILMORE ST
W PIERCE ST
W MITCHELL ST
W BUCHANAN AVE
W JOHNSON ST
W LINCOLN ST
W GRANT
W HAYES ST
W HAYS ST
W GARFIELD ST
ARTHUR
CIRCLE PL
W CLEVELAND
W MCKINLEY ST
W ROOSEVELT ST
STRAUS LN
W TAFT ST
W WILSON AVE
W HARDING ST
GOLF COURSE DR
MIDLANE DR
ZOY ST
HAVERFORD BLVD
DECILOS DR
MIDLANE
S WATSON RD
SUGAR COURT
CANDY CT
ARBOR ST
W ARBOR ST
ARAGON DR
W ADRIAN ST
DIXIELAND RD
UCKER RD
BRAZIL RD
SPUR 54
SPUR 54 RD
BASS PRO DR
BASS PRO DRIVE
N DIXIELAND RD
FEEDER W HARRISON ST TO EXPWY 83
S EXPRESSWAY 77
S 77 EXPRESSWAY
SEVILLE BLVD
MCLARRY RD
N W ST
N EYE ST
S EYE ST
EAST ST
S WEST ST
N COMMERCE
S COMMERCE
E MADISON ST
E MONROE ST
E JACKSON ST
E VAN BUREN
E HARRISON AVE
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E TAYLOR ST
E FILMORE ST
E PIERCE ST
E LINCOLN ST
E GRANT
E CLEVELAND
69E
2
FM 1744
LOS VECINOS
STREET IMPROVEMENT PROJECT
CITY OF HARLINGEN TEXAS
Streets
Centerline Mi
0.22
MAJOR WATER
WATER
RAILROADS
STATE HIGHWAYS
HARLINGEN CITY LIMITS
N
NOT TO SCALE
DATE OF MAP: 08-15-2024

Los Vecinos Street Improvements
Bid No. 2024-15

Bid Tabulation

Item No.	Description	Unit	Est. Qty.	ENGINEER'S ESTIMATE		RGV Asphalt LLC		Earthworks Enterprise		Rene Guerra & Sons Hauling LLC		Rovan Texas LLC	
				Bid Total	$1,460,365.85	Bid Total	$1,098,000.00	Bid Total	$1,554,292.96	Bid Total	$1,241,056.40	Bid Total	$1,519,542.47
				Base Bid A	$1,222,930.85	Base Bid A	$989,000.00	Base Bid A	$1,438,938.60	Base Bid A	$1,154,915.40	Base Bid A	$1,357,337.11
				Alternate B	$237,435.00	Alternate	$109,000.00	Alternate	$115,354.36	Alternate	$86,141.00	Alternate	$162,205.36
				Price	Cost	Price	Cost	Price	Cost	Price	Cost	Price	Cost
	Section A												
A1	PREPARING ROW (TREE) (0" TO 6" DIA)	EA	1	$268.00	$268.00	$500.00	$500.00	$1,200.00	$1,200.00	$1,000.00	$1,000.00	$594.00	$594.00
A2	PREPARING ROW (TREE) (6" TO 24" DIA)	EA	6	$860.00	$5,160.00	$800.00	$4,800.00	$1,300.00	$7,800.00	$1,000.00	$6,000.00	$705.00	$4,230.00
A3	PREPARING ROW(TREE (24" TO 36" DIA)	EA	1	$2,006.00	$2,006.00	$1,000.00	$1,000.00	$3,000.00	$3,000.00	$1,000.00	$1,000.00	$940.00	$940.00
A4	REMOVING CONC (SIDEWALKS)	SY	784.8	$20.00	$15,696.00	$12.00	$9,417.60	$11.00	$8,632.80	$12.00	$9,417.60	$34.00	$26,683.20
A5	REMOVING CONC (DRIVEWAYS)	SY	1103.2	$30.00	$33,096.00	$13.50	$14,893.20	$11.00	$12,135.20	$18.00	$19,857.60	$41.00	$45,231.20
A6	REMOVING CONC (CURB AND GUTTER)	LF	2330.4	$8.00	$18,643.20	$7.00	$16,312.80	$6.00	$13,982.40	$9.00	$20,973.60	$13.00	$30,295.20
A7	REMOVING CONC (MISC)	SY	16.5	$50.00	$825.00	$25.00	$412.50	$24.00	$396.00	$30.00	$495.00	$81.00	$1,336.50
A8	REMOVING CONC (WHEEL CHAIR RAMP)	SY	58.1	$30.00	$1,743.00	$30.00	$1,743.00	$23.00	$1,336.30	$40.00	$2,324.00	$51.00	$2,963.10
A9	REMOVING STAB BASE AND ASPH PAV (3")	SY	3826.1	$4.50	$17,217.45	$8.00	$30,608.80	$5.00	$19,130.50	$15.00	$57,391.50	$11.00	$42,087.10
A10	EXCAVATION (ROADWAY)	CY	1229	$16.00	$19,664.00	$8.00	$9,832.00	$33.00	$40,557.00	$12.50	$15,362.50	$15.00	$18,435.00
A11	SPEC EXCAV WORK (ORIGINAL) (SALVAGE & STOCKPILE FLEXBASE) (6")	CY	637.7	$14.00	$8,927.80	$4.00	$2,550.80	$22.00	$14,029.40	$13.00	$8,290.10	$28.00	$17,855.60
A12	FL BS (TYE GR 4)(DELIVERED TO SITE)(MATERIAL ONLY)	CY	1081.9	$61.00	$65,995.90	$22.00	$23,801.80	$60.00	$64,914.00	$25.00	$27,047.50	$42.50	$45,980.75
A13	FL BS (COMPOSITE)(FINISHED AND READY FOR PRIME) (LIME TRT)	SY	8292	$7.00	$58,044.00	$13.00	$107,796.00	$4.50	$37,314.00	$20.00	$165,840.00	$11.65	$96,601.80
A14	LIME (HYDRATED LIME (SLURRY)) (2% FLEXBASE)	TON	62.6	$255.00	$15,963.00	$300.00	$18,780.00	$400.00	$25,040.00	$300.00	$18,780.00	$342.00	$21,409.20
A15	LIME (HYDRATED LIME (SLURRY)) (6% SUBGRADE)	TON	128	$255.00	$32,640.00	$300.00	$38,400.00	$400.00	$51,200.00	$300.00	$38,400.00	$342.00	$43,776.00
A16	LIME TRT (SUBGRADE) (6")	SY	8600	$4.00	$34,400.00	$1.50	$12,900.00	$2.50	$21,500.00	$2.50	$21,500.00	$8.21	$70,606.00
A17	PRIME COAT (MC-30)	GAL	1298	$11.00	$14,278.00	$6.50	$8,437.00	$6.00	$7,788.00	$8.25	$10,708.50	$12.00	$15,576.00
A18	D-GR HMA(SQ) TY-D SAC-B PG64-28 (2")	SY	6490	$15.00	$97,350.00	$21.00	$136,290.00	$16.25	$105,462.50	$25.00	$162,250.00	$14.51	$94,169.90
A19	D-GR HMA(SQ) TY-D SAC-B PG64-28 (2.5")	SY	170	$17.00	$2,890.00	$25.00	$4,250.00	$16.50	$2,805.00	$30.00	$5,100.00	$23.33	$3,966.10
A20	FLEXIBLE PAVEMENT STRUCTURE REPAIR(10")	SY	66.7	$150.00	$10,005.00	$50.00	$3,335.00	$60.00	$4,002.00	$75.00	$5,002.50	$30.51	$2,035.02
A21	PLAN ASPH CONC PAVE (2.5")	SY	170	$12.00	$2,040.00	$30.00	$5,100.00	$7.00	$1,190.00	$40.00	$6,800.00	$10.82	$1,839.40
A22	RC PIPE (CL III)(24 IN) (RESET EXISTING PIPE)	LF	110	$120.00	$13,200.00	$75.00	$8,250.00	$115.00	$12,650.00	$85.00	$9,350.00	$56.00	$6,160.00
A23	INLET (COMPL)(PCU)(3FT)(LEFT)	EA	2	$6,500.00	$13,000.00	$3,000.00	$6,000.00	$7,250.00	$14,500.00	$32.00	$64.00	$6,771.00	$13,542.00
A24	INLET (COMPL)(PCU)(3FT)(RIGHT)	EA	2	$6,500.00	$13,000.00	$3,000.00	$6,000.00	$7,250.00	$14,500.00	$35.00	$70.00	$6,771.00	$13,542.00
A25	ADJUSTING MANHOLES	EA	2	$1,400.00	$2,800.00	$1,500.00	$3,000.00	$550.00	$1,100.00	$1,500.00	$3,000.00	$595.00	$1,190.00
A26	REMOVE STRUCTURE (INLET)	EA	4	$1,000.00	$4,000.00	$1,000.00	$4,000.00	$5,900.00	$23,600.00	$1,000.00	$4,000.00	$2,550.00	$10,200.00
A27	REMOVE STRUCTURE (MANHOLE)	EA	5	$1,500.00	$7,500.00	$1,000.00	$5,000.00	$5,900.00	$29,500.00	$1,000.00	$5,000.00	$1,910.00	$9,550.00
A28	MOBILIZATION	LS	1	$130,000.00	$130,000.00	$34,955.50	$34,955.50	$60,000.00	$60,000.00	$27,000.00	$27,000.00	$26,400.00	$26,400.00
A29	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	10	$4,300.00	$43,000.00	$2,500.00	$25,000.00	$850.00	$8,500.00	$3,000.00	$30,000.00	$9,900.00	$99,000.00
A30	TEMPORARY EROSION, SED. AND ENV. CONTROLS (SW3P)	LS	1	$4,300.00	$4,300.00	$8,500.00	$8,500.00	$1,500.00	$1,500.00	$7,000.00	$7,000.00	$580.00	$580.00
A31	TEMP SEDMT CONT FENCE (INSTALL)	LF	2650	$3.50	$9,275.00	$2.50	$6,625.00	$4.00	$10,600.00	$3.00	$7,950.00	$5.46	$14,469.00
A32	TEMP SEDMT CONT FENCE (REMOVE)	LF	2650	$1.50	$3,975.00	$1.00	$2,650.00	$1.25	$3,312.50	$1.00	$2,650.00	$2.42	$6,413.00
A33	BIODEG EROSN CONT LOGS (INSTL) (12")	LF	48	$10.00	$480.00	$25.00	$1,200.00	$10.00	$480.00	$50.00	$2,400.00	$21.00	$1,008.00
A34	CONC CURB (REVERSE C&G)	LF	2350	$23.00	$54,050.00	$15.50	$36,425.00	$22.00	$51,700.00	$16.00	$37,600.00	$19.67	$46,224.50
A35	CONC CURB (STANDARD C&G)	LF	100	$23.00	$2,300.00	$20.00	$2,000.00	$30.00	$3,000.00	$25.00	$2,500.00	$19.67	$1,967.00
A36	CONCRETE VALLEY GUTTER (3-FOOT)	LF	1730	$28.00	$48,440.00	$25.00	$43,250.00	$31.00	$53,630.00	$28.00	$48,440.00	$29.51	$51,052.30
A37	APRON (CONC)	SY	43	$80.00	$3,440.00	$65.00	$2,795.00	$82.00	$3,526.00	$75.00	$3,225.00	$83.32	$3,582.76
A38	CONC SIDEWALKS (4")	SY	1064	$55.00	$58,520.00	$52.00	$55,328.00	$53.00	$56,392.00	$50.00	$53,200.00	$52.07	$55,402.48
A39	CURB RAMPS (TY 1-A)	EA	12	$3,100.00	$37,200.00	$350.00	$4,200.00	$1,600.00	$19,200.00	$400.00	$4,800.00	$1,600.00	$19,200.00
A40	CURB RAMPS (TY 10)	EA	4	$2,500.00	$10,000.00	$350.00	$1,400.00	$1,400.00	$5,600.00	$400.00	$1,600.00	$1,600.00	$6,400.00
A41	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	89	$17.00	$1,513.00	$2.00	$178.00	$18.00	$1,602.00	$2.00	$178.00	$10.00	$890.00
A42	PAVEMENT TRAFFIC PAINT MARKINGS TY II (Y) 4" (SLD)	LF	4700	$1.25	$5,875.00	$1.50	$7,050.00	$2.50	$11,750.00	$2.00	$9,400.00	$1.75	$8,225.00
A43	PAVEMENT TRAFFIC PAINT MARKINGS (NO PARKING) 12" LETTERS (Y)	EA	16	$200.00	$3,200.00	$150.00	$2,400.00	$200.00	$3,200.00	$200.00	$3,200.00	$104.00	$1,664.00
A44	PRF PM TY C (ACC PRK) (BL & WH)(W/ BORDER) LG	EA	16	$500.00	$8,000.00	$150.00	$2,400.00	$280.00	$4,480.00	$200.00	$3,200.00	$555.00	$8,880.00
A45	GEOGRID	SY	762	$4.50	$3,429.00	$13.00	$9,906.00	$5.00	$3,810.00	$15.00	$11,430.00	$5.50	$4,191.00
A46	GEOGRID (INSTALL ONLY MATERIAL WILL BE PROVIDED)	SY	7530	$2.75	$20,707.50	$2.50	$18,825.00	$5.00	$37,650.00	$3.00	$22,590.00	$2.40	$18,072.00
A47	REMOVE WASTEWATER LINE (6" CLAY)	LF	1081	$9.00	$9,729.00	$15.00	$16,215.00	$65.00	$70,265.00	$10.00	$10,810.00	$15.00	$16,215.00
A48	INSTALL WASTEWATER LINE (6" SDR 26) (PIPE MATERIAL PROVIDED)	LF	280	$25.00	$7,000.00	$25.00	$7,000.00	$55.00	$15,400.00	$30.00	$8,400.00	$9.00	$2,520.00
A49	INSTALL WASTEWATER LINE (6" SDR 26)	LF	801	$45.00	$36,045.00	$35.00	$28,035.00	$68.00	$54,468.00	$38.00	$30,438.00	$62.00	$49,662.00
A50	INSTALL WASTEWATER MANHOLE (MANHOLES PROVIDED)(OPEN BOTTOM)	EA	4	$9,000.00	$36,000.00	$3,000.00	$12,000.00	$13,000.00	$52,000.00	$3,100.00	$12,400.00	$4,930.00	$19,720.00
A51	CONNECT TO EXISTING WASTEWATER MANHOLE	EA	2	$1,500.00	$3,000.00	$750.00	$1,500.00	$13,500.00	$27,000.00	$1,000.00	$2,000.00	$940.00	$1,880.00
A52	INSTALL NEW WASTEWATER SERVICE LATERAL (LABOR AND FITTINGS)	EA	24	$1,500.00	$36,000.00	$1,500.00	$36,000.00	$1,800.00	$43,200.00	$1,500.00	$36,000.00	$490.00	$11,760.00
A53	INSTALL NEW WASTEWATER SERVICE LATERAL 4" SDR 26 (PIPE MATERIAL PROVIDED)	LF	840	$25.00	$21,000.00	$25.00	$21,000.00	$58.50	$49,140.00	$30.00	$25,200.00	$52.00	$43,680.00
A54	INSTALL NEW WASTEWATER SERVICE LATERAL 4" SDR 26	LF	120	$40.00	$4,800.00	$40.00	$4,800.00	$102.00	$12,240.00	$50.00	$6,000.00	$42.00	$5,040.00
A55	CONNECT RELOCATED 24" RCP TO EXISTING STORM MANHOLE	EA	4	$1,275.00	$5,100.00	$1,750.00	$7,000.00	$6,500.00	$26,000.00	$1,500.00	$6,000.00	$1,760.00	$7,040.00
A56	RELOCATE EXISTING WATER METERS	EA	100	$400.00	$40,000.00	$400.00	$40,000.00	$1,300.00	$130,000.00	$450.00	$45,000.00	$1,130.00	$113,000.00
A57	RELOCATE EXISTING FIRE HYDRANT ASSEMBLIES	EA	2	$3,500.00	$7,000.00	$4,500.00	$9,000.00	$11,500.00	$23,000.00	$5,000.00	$10,000.00	$6,931.00	$13,862.00
A58	PROJECT SIGN	EA	2	$1,000.00	$2,000.00	$400.00	$800.00	$450.00	$900.00	$500.00	$1,000.00	$775.00	$1,550.00
A59	6" CONCRETE DUMSTER PADS	SY	40	$100.00	$4,000.00	$150.00	$6,000.00	$86.00	$3,440.00	$175.00	$7,000.00	$104.00	$4,160.00
A60	NEW 24 INCH RCP INSTALLED	LF	16	$200.00	$3,200.00	$72.00	$1,152.00	$168.00	$2,688.00	$80.00	$1,280.00	$177.00	$2,832.00
	Owner Allowance	LS	1	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00
	Section B - Alternative (Landscaping & Irrigation System)												
A61	CELL FBR MLCH SEED (PERM) (URBAN) (CLAY) (BERMUDA SEED)	SY	5474	$2.50	$13,685.00	$10.00	$54,740.00	$1.00	$5,474.00	$9.00	$49,266.00	$0.64	$3,503.36
A62	VEGETATIVE WATERING	MG	475	$50.00	$23,750.00	$40.00	$19,000.00	$4.00	$1,900.00	$25.00	$11,875.00	$18.32	$8,702.00
A63	DRIP IRRIGATION SYSTEM (DESIGN AND INSTALLATION) (SUB-SURFACE)	LS	1	$200,000.00	$200,000.00	$35,260.00	$35,260.00	$107,980.36	$107,980.36	$25,000.00	$25,000.00	$150,000.00	$150,000.00

10(u)

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **September 18, 2024**

Agenda Item:

Consideration and possible action to authorize the Environmental Health Director to purchase a vehicle via TIPS-USA to replace unit 194 which was assigned to a Health Inspector.

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

Brief Summary:

The City of Harlingen Health Department is requesting approval to purchase a 2024 Ford F150XL Super Cab from Boswell Elliff Ford. This vehicle is to replace unit 194, which was declared total loss by TML. The total cost of the new vehicle is $40,548.75, but there will be an adjustment of $2,100 once TML receives unit 194 from the city. The final total for the 2024 Ford F150XL Super Cab will be $38,448.75. This unit will be used to conduct routine Food Safety Inspections and perform Vector Control spraying city-wide. 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:

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

Comments:

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

1401 W.BUSINESS 77
P.O.BOX 1871
SAN BENITO, TX 78586
WWW.BOSWELLAUTO.COM

BOSWELL ELLIFF Ford

EMAIL: ROBGARCIA@BOSWELLAUTO.COM
PHONE: 1-888-233-5721/(956)399-2468
FAX: (956)399-4707

MOTOR VEHICLE PURCHASE ORDER

Salesman: Robert Garcia Date: 8/27/24

Purchaser: City of Harlingen Residence Phone: Bus. Phone:

Address: City: State: TX Zip:

I hereby offer to purchase from you under the terms and conditions specified, the following:

Delivery is to be made _____ or as soon thereafter as possible. It is agreed, however, that neither you nor the Manufacturer will be liable for failure to effect delivery.

DESCRIPTION OF SALE UNIT

Quantity	[X] New [ ] Used	Year	Make	Cyl.	Model
1		2024	FORD	6	F150 XL

Body Style	Stock No.	Color
SUPER CAB	ORDER	WHITE

Vehicle Identification No.: License No.:

Inspection: Mileage: Validation No.:

USED CAR TRADE-IN

Year: Make: Body Type:

Model: Cyl.: Mileage:

Vehicle Identification No.: License No.:

Inspection: Validation No.:

Appraised Value of Trade-in $: FMCC Deal No.:

TIPS-USA VENDOR #7490
CONTRACT #210907

DOCUMENTARY FEE. A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATED TO CLOSING OF A SALE. A DOCUMENTARY FEE MAY NOT EXCEED $25. THIS NOTICE IS REQUIRED BY LAW. THE DEALER'S INVENTORY TAX CHARGE IS INTENDED TO REIMBURSE THE DEALER FOR AD VALOREM TAXES ON ITS MOTOR VEHICLE INVENTORY. THE CHARGE, WHICH IS PAID BY THE DEALER TO THE COUNTY TAX ASSESSOR/COLLECTOR, IS NOT A TAX IMPOSED ON A CONSUMER BY THE GOVERNMENT, AND IS NOT REQUIRED TO BE CHARGED BY THE DEALER TO THE CONSUMER.

AVISO

EL COBRO DOCUMENTAL NO ES UN COBRO OFICIAL. EL COBRO DOCUMENTAL NO ES REQUISITO BAJO LA LEY, PERO SE LE PUEDE COBRAR AL COMPRADOR POR EL RENDIMIENTO DE LOS SERVICIOS RELACIONADOS CON LA COMPLETACION DE LA VENTA Y POR COMPLETAR LOS DOCUMENTOS. EL COBRO DOCUMENTAL NO PUEDE SOBREPASAR LOS $50.00 (U.S.) ESTE AVISO ES REQUERIDO BAJO LA LEY. EL COBRO DEL CONCESIONARIO POR IMPUESTOS AL INVENTARIO ES PARA REEMBOLSAR AL CONCESIONARIO POR IMPUESTOS POR EL VALOR DE SU INVENTARIO DE VEHICULOS MOTRICES. ESTE CARGO, QUE HACE EL CONCESIONARIO AL RECOLECTOR-EVALUADOR DE IMPUESTOS DEL CONDADO, NO ES UN IMPUESTO IMPUTADO AL CONSUMIDOR POR EL GOBIERNO, Y NOSE REQUIERE QUE SEA COBRADO AL CONSUMIDOR POR EL CONCESIONARIO.

DISCLAIMER OF WARRANTIES

Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the Seller neither assumes nor authorizes any other to assume for it any liability in connection with the sale of said products.

PRICE OF UNIT	$43280	00
BEF-GP DISC	-2755	00
Selling Price	$ 40525	00
Trade Allowance	$	
Difference	$	
Sales Tax	$	
License and Titles Fees	$	
State Inspection	$ 23	75
Documentary Fee	$	
Dealer Inventory Tax	$	
Subtotal	$	
Add Balance Owed on Trade	$	
Subtotal	$	
Cash on Delivery	$	
Unpaid Balance Due	$ 40548	75

I understand and agree to the terms of this order, whether on the front or the reverse side. This order contains the entire agreement proposed for the purchase of the above described vehicle and no other agreement or understanding of any nature concerning this transaction has been made unless attached to this order and signed by the seller and buyer. Seller makes no representations concerning fuel economy of the sale unit and any information posted on the sale unit or contained in literature relating to the same reflect the results of tests performed, required or prescribed by a government agency, upon which seller has relied. If the sale unit is a used motor vehicle: (1) seller will deliver to the buyer an Odometer Disclosure Statement based on written information relating to the sale unit obtained from the previous owner and upon which seller has relied; and (2) seller has obtained from the previous owner a written Certificate of Title prepared by the State Department of Highways and Public Transportation from its official records, all of the information in which seller has relied upon in the Description of Sale Unit in this order.

Seller's Signature: Robert Garcia Purchaser's Signature: Date:

Preview Order H001 - X1K - 4x2 XL SuperCab: Order Summary Time of Preview: 08/27/2024 17:22:39 Receipt: 8/2/2024

Dealership Name: Boswell Elliff Ford **Sales Code :** F52128

Dealer Rep.	ROBERTO GARCIA	**Type**	Fleet	**Vehicle Line**	F-150	**Order Code**	H001
Customer Name	HARLINGEN	**Priority Code**	J3	**Model Year**	2024	**Price Level**	455

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F150 4X2 SUPERCAB XL - 145	$41285	JOB #2 ORDER	$0
145 INCH WHEELBASE	$0	FORD FLEET SPECIAL ADJUSTMENT	$0
TOTAL BASE VEHICLE	$41285	FRONT LICENSE PLATE BRACKET	$0
OXFORD WHITE	$0	50 STATE EMISSIONS	$0
VINYL 40/20/40 FRONT SEAT	$0	EXTENDED RANGE 36GAL FUEL TANK	$0
MEDIUM DARK SLATE	$0	PRICE CONCESSION INDICATOR	$0
EQUIPMENT GROUP 101A	$0	REMARKS TRAILER	$0
.XL SERIES	$0	SPECIAL DEALER ACCOUNT ADJUSTM	$0
.17" SILVER STEEL WHEELS	$0	SPECIAL FLEET ACCOUNT CREDIT	$0
2.7L V6 ECOBOOST	$0	FUEL CHARGE	$0
ELEC TEN-SPEED AUTO TRANS	$0	NET INVOICE FLEET OPTION (B4A)	$0
.245/70R 17 BSW ALL-SEASON	$0	PRICED DORA	$0
3.55 RATIO REGULAR AXLE	$0	ADVERTISING ASSESSMENT	$0
6365# GVWR PACKAGE	$0	DESTINATION & DELIVERY	$1995

	MSRP
TOTAL BASE AND OPTIONS	$43280
DISCOUNTS	NA
TOTAL	$43280

ORDERING FIN: QB589 **END USER FIN:** QB589

INCENTIVES DISCOUNTS:

Acc. Code ID :10 Contract/Ref # :34-381R Bid Date :11/30/23State : TX $-1600.00

Customer Name:

Customer Address:

Customer Email:

Customer Phone:

Customer Signature Date

To: Roy Garza <rgarza@harlingentx.gov>
Subject: Fw: AU0000000219979 - DOL: 6/24/2024 - 2009 Ford F150 1/2T (1FTRF12W39KB16081) - Total Loss

Roy,

Good Morning. I have forward you this email regarding the F150 that was inspected by the appraiser from TML. They are giving us two options regarding this case. Can you please get back with on what is the past practice on Vehicle salvage with the City if Harlingen? I appreciate your assistance. Please email me back on the outcome.

Sincerely,

Claudia Caballero

From: Dulce Delgado <alpmail@tmlirp.org>
Sent: Wednesday, August 21, 2024 8:48 AM
To: Claudia Caballero <ccaballero@harlingentx.gov>
Subject: AU0000000219979 - DOL: 6/24/2024 - 2009 Ford F150 1/2T (1FTRF12W39KB16081) - Total Loss

Good morning Claudia,

Per our conversation, the vehicle was inspected by our appraiser and deemed a total loss due to repair cost exceeding the value of the unit.

The city has two options on how to proceed and TML will handle accordingly.

Settlement options:

Option 1 - TML takes possession of the vehicle salvage
Settlement: $4,600 acv - $2,500 ded = $2,100 final payment

Option 2 - The city keeps the vehicle salvage
Settlement: $4,600 acv - $2,500 ded - $1,825 salvage = $275 final payment

If the vehicle is currently incurring storage fees somewhere, please let me know what decision you would like to take at your earliest convenience so we can have the vehicle removed as soon as possible or please move the vehicle if more time is needed. TML will not owe any excessive fees. Please reach out if you have any questions.

Sincerely,
Dulce Delgado
Auto Claims Adjuster
Direct: 512-491-2528 | Toll-Free: 800-537-6655
Fax: 512-491-2366
dulce.delgado@tmlirp.org

IL(V)

City of Harlingen

Agenda Item Request Form

We hereby request the following item to be added to the September 18, 2024, City Commission Agenda:

Consideration and possible action to implement a Neighborhood Revitalization Project:

Daniel N. Lopez, Commissioner Dist. 2

Ford Kinsley, Commissioner Dist. 1

10(W)

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **September 18, 2024**

Agenda Item:

Consideration and possible action to allocate $1,000,000 from the HOT fund balance to the Casa del Sol renovation project.

Prepared By (Print Name): Gabriel Gonzalez
Title: City Manager
Signature: Gabriel Gonzalez

Brief Summary:

As you know, the Casa del Sol had pieces of the ceiling detach and fall onto the floor. As a result, all rentals for the facility through the rest of this calendar year and continuing through June 2025 have been cancelled. The very preliminary cost to have the facility renovated are approximately $3,000,000 The Hotel Occupancy Tax fund balance has $3,111,418 in reserve and I am asking to take $1,000,000 from the fund balance to begin work on the design and reconstruction of the facility. We would still need to identify where the remaining funds would be taken from.

During Scott Joslove's visit to Harlingen, he did indicate HOT funds could be used for the renovation of the Casa del Sol. Attached are copies of the Interim Financial Statements for the Hotel Occupancy Tax Fund and preliminary cost estimates for the renovation of the Casa de Sol.

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:

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

Comments:

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

City of Harlingen - Hotel / Motel Fund

Interim Financial Statements

As of August 31, 2024

City of Harlingen - Hotel / Motel Fund
BALANCE SHEET
As of August 31, 2024

ASSETS

Texpool	$	3,039,150
Accounts Receivable/Miscellaneous		72,268
TOTAL ASSETS	$	3,111,418

LIABILITIES AND FUND BALANCE

Liabilities	$	57,268
Fund Balance		3,054,150
TOTAL LIABILITIES AND FUND BALANCE	$	3,111,418

City of Harlingen - Hotel / Motel Fund
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE
For the Eleven Months Ending August 31, 2024

	Current Month	Current Year to Date	Encumbrances	FY 23-24 Annual Budget	Unrealized Balance	92% of Budget
Revenues						
Hotel/Motel Taxes	$ 160,837	$ 1,478,009	$ -	$ 760,000	$ (718,009)	194%
Investment Earnings	14,088	137,365	-	1,000	(136,365)	13737%
Total Revenues	$ 174,925	$ 1,615,374	$ -	$ 761,000	$ (854,374)	13930.97%
Expenditures						
CHAMBER OF COMMERCE						
Services & Charges - Misc	$ -	$ 92,000	$ -	$ 111,500	$ 19,500	83%
CULTURE & RECREATIONS						
Services & Charges - Misc	-	189,780	-	204,780	15,000	93%
TRANSFERS TO OTHER FUNDS						
Convention/Visitors Bureau	40,000	440,000	-	480,000	40,000	92%
Harlingen Downtown	2,667	29,337	-	32,000	2,663	92%
Debt Service Fund	19,333	212,663		232,000		
Municipal Auditorium	4,167	53,729	-	50,000	(3,729)	107%
Harlingen Arts Museum	7,000	81,946	-	84,000	2,054	98%
Total Expenditures	$ 73,167	$ 1,099,455	$ -	$ 1,194,280	$ 94,825	92%
Excess Revenues over Expenditures	$ 101,758	$ 515,919		$ (433,280)	$ (949,199)	
Fund Balance, Beginning of year		2,538,231				
Fund Balance, Year to Date		$ 3,054,150				

FUND 105 Hotel/Motel

ACCOUNT	DESCRIPTION	DEBIT BALANCE	CREDIT BALANCE
0000-102.01-00	Demand / Unrestricted	3,039,150.81	
0000-112.99-00	Accounts Receivable / Miscellaneous Receivables	72,268.24	
0000-211.99-00	Deferred/Unearned Revenue / Miscellaneous		57,268.24
0000-271.00-00	Fund Balance / Unreserved		2,538,231.27
0000-304.03-00	Taxes - Other / Hotel/Motel		1,451,009.31
0000-304.04-00	Taxes - Other / Penalty & Interest - H/M		27,000.00
0000-361.06-00	Interest - Investments / TexPool		137,303.12
0000-361.11-00	Interest - Investments / NOW		62.11
6060-803.30-01	Srvcs & Chrgs - General / Utilities/Communications	15,000.00	
6101-834.39-35	Srvcs & Chrgs - Misc / Birding Festival	61,000.00	
6101-834.39-36	Srvcs & Chrgs - Misc / Birding Festival Expenses	16,000.00	
6199-834.39-33	Srvcs & Chrgs - Misc / Harl Performing Art Theat	189,780.00	
9999-991.91-09	Other Finan Uses-Transfer / To Convention/Visitors Bu	440,000.00	
9999-991.91-17	Other Finan Uses-Transfer / To Harlingen Downtown Fd.	29,337.00	
9999-991.91-21	Other Finan Uses-Transfer / Debt Service Fund	212,663.00	
9999-991.91-41	Other Finan Uses-Transfer / To Municipal Audi. Fund	53,729.00	
9999-991.91-43	Other Finan Uses-Transfer / To Harl Arts Museum Fund	81,946.00	
	FUND TOTALS	4,210,874.05	4,210,874.05

FUND IS IN BALANCE

FUND 105 Hotel/Motel

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
300	Taxes								
304	Taxes - Other								
03 00	Hotel/Motel	133,333	157,837.39	118	1,466,663	1,451,009.31	99	1,600,000	148,990.69
04 00	Penalty & Interest - H/M	291	3,000.00	1031	3,201	27,000.00	844	3,500	23,500.00-
05 00	Hotel/Motel Tax Refund	0	.00		0	.00		0	.00
08 00	Delinquent Taxes	6,250	.00		68,750	.00		75,000	75,000.00
09 00	Short-term Rental (STR)	0	.00		0	.00		0	.00
304 **	Taxes - Other	139,874	160,837.39	115	1,538,614	1,478,009.31	96	1,678,500	200,490.69
300 ***	Taxes	139,874	160,837.39		1,538,614	1,478,009.31		1,678,500	200,490.69
360	Interest								
361	Interest - Investments								
01 00	CD's	0	.00		0	.00		0	.00
06 00	TexPool	5,366	14,087.90	263	59,026	137,303.12	233	64,400	72,903.12-
11 00	NOW	148	.00		1,628	62.11	4	1,780	1,717.89
361 **	Interest - Investments	5,514	14,087.90	256	60,654	137,365.23	227	66,180	71,185.23-
360 ***	Interest	5,514	14,087.90		60,654	137,365.23		66,180	71,185.23-
390	Other Financing Sources								
391	Transfer In From								
49 00	Grants Fund	0	.00		0	.00		0	.00
391 **	Transfer In From	0	.00		0	.00		0	.00
390 ***	Other Financing Sources	0	.00		0	.00		0	.00
FUND TOTAL	Hotel/Motel	145,388	174,925.29		1,599,268	1,615,374.54		1,744,680	129,305.46
GRAND TOTAL		145,388	174,925.29		1,599,268	1,615,374.54		1,744,680	129,305.46

REPORT SELECTIONS

Fiscal year . . . . . : 2024
Fund . . . . . : 105
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 105 Hotel/Motel — DIV/DEPT 6060 Park & Recreation/Tourism Recreation

BA SUB	ELE	OBJ SUB	ACCOUNT DESCRIPTION	CURRENT BUDGET	CURRENT ACTUAL	CURRENT %EXP	YEAR-TO-DATE BUDGET	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
80			Public Services										
803			Recreation										
	30		Srvcs & Chrgs - General										
	30	01	Utilities/Communications	0	.00	0	0	15000.00	0	.00	0	15000.00-	0
	30	60	Contract Labor	0	.00	0	0	.00	0	.00	0	.00	0
	30	**	Srvcs & Chrgs - General	0	.00	0	0	15000.00	0	.00	0	15000.00-	0
803	**	**	Recreation	0	.00	0	0	15000.00	0	.00	0	15000.00-	0
80	**	**	Public Services	0	.00	0	0	15000.00	0	.00	0	15000.00-	0
DEPT 6060			TOTAL ******* Tourism Recreation	0	.00	0	0	15000.00	0	.00	0	15000.00-	0
DIV		60	TOTAL ******* Park & Recreation	0	.00	0	0	15000.00	0	.00	0	15000.00-	0

FUND 105 Hotel/Motel — DIV/DEPT 6101 Hotel/Motel/Tourism

BA SUB	ELE	OBJ SUB	ACCOUNT DESCRIPTION	CURRENT BUDGET	CURRENT ACTUAL	CURRENT %EXP	YEAR-TO-DATE BUDGET	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
83			Culture & Recreation										
834			Special Activities										
	30		Srvcs & Chrgs - General										
	30	18	Advertising	0	.00	0	0	.00	0	.00	0	.00	0
	30	30	Dues,Memberships & Subscr	875	.00	0	9625	.00	0	.00	10500	10500.00	0
	30	**	Srvcs & Chrgs - General	875	.00	0	9625	.00	0	.00	10500	10500.00	0
	39		Srvcs & Chrgs - Misc										
	39	35	Birding Festival	5083	.00	0	55913	61000.00	109	.00	61000	.00	100
	39	36	Birding Festival Expenses	3333	.00	0	36663	16000.00	44	.00	40000	24000.00	40
	39	**	Srvcs & Chrgs - Misc	8416	.00	0	92576	77000.00	83	.00	101000	24000.00	76
834	**	**	Special Activities	9291	.00	0	102201	77000.00	75	.00	111500	34500.00	69
83	**	**	Culture & Recreation	9291	.00	0	102201	77000.00	75	.00	111500	34500.00	69
DEPT 6101			TOTAL ******* Tourism	9291	.00	0	102201	77000.00	75	.00	111500	34500.00	69

FUND 105 Hotel/Motel — DIV/DEPT 6199 Hotel/Motel/Miscellaneous

BA SUB	ELE	OBJ SUB	ACCOUNT DESCRIPTION	CURRENT BUDGET	CURRENT ACTUAL	CURRENT %EXP	YEAR-TO-DATE BUDGET	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
83			Culture & Recreation										
834			Special Activities										
	39		Srvcs & Chrgs - Misc										
	39	13	Iwo Jima	1250	.00	0	13750	.00	0	.00	15000	15000.00	0
	39	14	MMA	0	.00	0	0	.00	0	.00	0	.00	0
	39	33	Harl Performing Art Theat	25683	.00	0	164098	189780.00	116	.00	189780	.00	100
	39	**	Srvcs & Chrgs - Misc	26933	.00	0	177848	189780.00	107	.00	204780	15000.00	93
834	**	**	Special Activities	26933	.00	0	177848	189780.00	107	.00	204780	15000.00	93
83	**	**	Culture & Recreation	26933	.00	0	177848	189780.00	107	.00	204780	15000.00	93
DEPT 6199			TOTAL ******* Miscellaneous	26933	.00	0	177848	189780.00	107	.00	204780	15000.00	93
DIV		61	TOTAL ******* Hotel/Motel	36224	.00	0	280049	266780.00	95	.00	316280	49500.00	84

FUND 105 Hotel/Motel — DIV/DEPT 9999 Non-Departmental/Transfers to Other Funds

BA SUB	ELE	OBJ SUB	ACCOUNT DESCRIPTION	CURRENT BUDGET	CURRENT ACTUAL	CURRENT %EXP	YEAR-TO-DATE BUDGET	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
99			Transfers										
991			Other Finan Uses-Transfer										
	91		Other Finan Uses-Transfer										
	91	09	To Convention/Visitors Bu	40000	40000.00	100	440000	440000.00	100	.00	480000	40000.00	92
	91	17	To Harlingen Downtown Fd.	2666	2667.00	100	29326	29337.00	100	.00	32000	2663.00	92
	91	21	Debt Service Fund	19333	19333.00	100	212663	212663.00	100	.00	232000	19337.00	92
	91	41	To Municipal Audi. Fund	4166	4167.00	100	45826	53729.00	117	.00	50000	3729.00-	108
	91	43	To Harl Arts Museum Fund	7000	7000.00	100	77000	81946.00	106	.00	84000	2054.00	98
	91	**	Other Finan Uses-Transfer	73165	73167.00	100	804815	817675.00	102	.00	878000	60325.00	93
991	**	**	Other Finan Uses-Transfer	73165	73167.00	100	804815	817675.00	102	.00	878000	60325.00	93
99	**	**	Transfers	73165	73167.00	100	804815	817675.00	102	.00	878000	60325.00	93
DEPT 9999			TOTAL ******* Transfers to Other Funds	73165	73167.00	100	804815	817675.00	102	.00	878000	60325.00	93
DIV	99		TOTAL ******* Non-Departmental	73165	73167.00	100	804815	817675.00	102	.00	878000	60325.00	93
FUND 105			TOTAL ********* Hotel/Motel	109389	73167.00	67	1084864	1099455.00	101	.00	1194280	94825.00	92
GRAND			TOTAL *********	109389	73167.00	67	1084864	1099455.00	101	.00	1194280	94825.00	92

CASA DEL SOL RENOVATION

BUDGET ESTIMATE

2024.08.12

No.	System/Component	Qty	Unit	Cost Per UNIT	Subtotal
GENERAL CONSTRUCTION					
1.1	PERMIT	LUMP SUM			$ 3,500.00
1.2	RE-ROOFING (COMPLETE REMOVAL & REPLACEMENT)	15,000.00	S.F.	$40.00	$ 600,000.00
1.3	SELECTIVE DEMOLITION	LUMP SUM			$ 75,000.00
1.4	MISCELLANEOUS PAVING REPAIR (ACCESSIBLE ROUTE)	6,000.00	S.F	$8.00	$ 48,000.00
1.5	MISCELLANEOUS FRAMING MODIFICATIONS	LUMP SUM			$ 25,000.00
1.6	CONCRETE DECK REPAIR	LUMP SUM			$ 50,000.00
1.7	DUMPSTER ENCLOSURE	LUMP SUM			$ 15,000.00
1.8	LANDSCAPE | IRRIGATION	LUMP SUM			$ 75,000.00
1.9	FENCING UPGRADES	250.00	L.F.	$75.00	$ 18,750.00
1.1	ROOF DRAINS (CONNECT TO SITE DRAINAGE)	16.00	EA	$1,000.00	$ 16,000.00
1.11	REPAIR SPALLING CONCRETE	LUMP SUM			$ 40,000.00
1.12	NEW GLAZED WALLS	3,000.00	S.F.	$135.00	$ 405,000.00
1.13	MASONRY WALL REPAIR	60.00	S.F.	$25.00	$ 1,500.00
1.14	NEW EXTERIOR DOORS	7.00	EA	$3,000.00	$ 21,000.00
1.15	RESTROOM UPGRADES (FIXTURES, ETC.)	500.00	S.F.	$150.00	$ 75,000.00
1.16	KITCHEN UPGRADES	800.00	S.F.	$30.00	$ 24,000.00
1.17	MISCELLANEOUS FINISHES (WALLS ETC	LUMP SUM			$ 85,000.00
1.18	TERRAZZO REPAIR	10,000.00	S.F.	$7.50	$ 75,000.00
1.19	PAINTING	12,000.00	S.F.	$3.50	$ 42,000.00
1.20	MISCELLANEOUS MECHANICAL UPGRADES (TBD)	LUMP SUM			$ 120,000.00
1.21	MISCELLANEOUS ELECT | LIGHTING UPGRADES	LUMP SUM			$ 200,000.00
1.22	CONTINGENCY	LUMP SUM			$ 35,000.00
	CONSTRUCTION SUBTOTAL				$ 2,049,750.00
CONTRACTOR FEE					
2.1	CONTRACTOR'S FEE OF CONSTRUCTION SUBTOTAL	18%			$ 368,955.00
TOTAL CONSTRUCTION CONTRACT AMOUNT (COST OF WORK)					**$ 2,418,705.00**
FURNITURE, FIXTURES, AND EQUIPMENT (OWNER FURNISHED)					
3.1	ARCHITECTURE & ENGINEERING	8%			$ 193,496.40
3.2	FURNITURE, FIXTURES, EQUIPMENT	LUMP SUM			$ 50,000.00
3.3	AUDIO VISUAL SYSTEM UPGRADES	LUMP SUM			$ 50,000.00
3.4	HAZARDOUS MATERIAL TESTING | ABATEMENT	ESTIMATE			$ 35,000.00
	SUBTOTAL				**$ 328,496.40**
TOTAL PROJECT COST					**$ 2,747,201.40**

IN PROVIDING OPINIONS OF PROBABLE CONSTRUCTION COST OR PROFESSIONAL FEES, THE CLIENT UNDERSTANDS THAT THE ARCHITECT HAS NO CONTROL OVER COSTS OR THE PRICE OF LABOR, EQUIPMENT, MATERIALS, OR THE CONTRACTOR'S METHOD OF PRICING. THE OPINIONS OF PROBABLE CONSTRUCTION COSTS PROVIDED HEREIN ARE MADE ON THE BASIS OF THE ARCHITECT'S QUALIFICATIONS, EXPERIENCE AND RESEARCH. THE ARCHITECT MAKES NO WARRANTY, EXPRESSED OR IMPLIED, AS TO THE ACCURACY OF SUCH OPINIONS AS COMPARED TO BID OR ACTUAL COSTS.