

**CITY COMMISSION
AGENDA
REGULAR MEETING
OCTOBER 2, 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, OCTOBER 2, 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 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 Daniel N. Lopez
 - b) Pledge of Allegiance
 - c) Welcome Citizens
- 2) **Conflict of Interest**

" Under State Law, a conflict of interest exists if a commission member, or certain members of that person's family, has a qualifying financial interest in an agenda item. Members with a conflict of interest cannot participate in the discussion nor vote on the agenda item. Are there any known conflicts of interest to disclose at the time? " **(City Attorney)**
- 3) **Announcements:** *With respect to items not listed elsewhere on this agenda, the City Commission may report on items of community interest, including announcing community events, announcing employee or community recognitions.*
 - a) Mayor's Announcements
 - b) City Manager's Announcements
 - c) City Commission Member Announcements
- 4) **Proclamation/Presentation of Awards:**
 - a) Harlingen Animal Shelter – "Pet of the Week"
 - b) Liza Putnam Day
 - c) Harlingen Votes
- 5) **Citizen Communication:** *At this time, the public is invited to address the City Commission and speak on any matter not specifically listed for public hearing elsewhere in this agenda. Please note that the City Commission members may not respond to comments or deliberate on topics addressed.*
- 6) **Approval of Minutes:**
 - a) Regular Meeting of August 21, 2024
- 7) **Consent Agenda:** *No discussion is anticipated on any of the items in this section because they are routine business, were included in the budget adoption process, or have been previously discussed as a staff report or discussion item. These items will be considered collectively by a single vote, unless a commission member requests an item be removed from the consent agenda.*
 - a) Consideration and possible action to approve a request from the Calvary Christian School to close the Eastside Intersection of the 500 Block of East Williamson Avenue and alleyway and the Westside Intersection of North 7th Street and Williamson Avenue, Saturday, October 19, 2024, from 4:00 p.m. to 9:00 p.m. for their Annual Fall Festival Event, Attachment **(Police)**
 - b) Consideration and possible action to approve a request from Robert Euvino, Harlingen High School South Assistant Principal, to close the following streets, Thursday, October 24, 2024, from 5:00 p.m. to 7:00 p.m. for their Annual Homecoming Parade and Bonfire. Attachment **(Police)**

West Bothwell Street / Dixieland Road (Westside and Northside of Intersection)
Ailani Circle (both Westside Intersections)
Haverford Boulevard / Dixieland Road (Eastside of Intersection)
West Adrian Street / Dixieland Road (Westside and Eastside of Intersection)

Topaz Drive / Dixieland Road (Westside of Intersection)
Garrett Road / Dixieland Road (westside and Northside of Intersection)
Harlingen South Baseball Complex / Dixieland Road (southside to stop northbound traffic)

- c) Consideration and possible action to adopt an ordinance on second and final 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 **(Planning & Development)**
- d) Consideration and possible action to adopt an ordinance on second and final 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)**
- e) Consideration and possible action to approve the installation of speed humps in the following location: **(This item was requested by Commissioner Frank Morales and Mayor Pro-Tem Rene Perez)**

1) 1800 Block of West Lamb

- 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 - Presentation by Luis Vargas, City Engineer, on Drainage Project Update
 - c) Discussion and Consideration regarding the possible future adoption of the 2024 International Codes and the 2023 National Electrical Codes. Applicant: City of Harlingen. Attachment **(Planning & Development)**
 - d) Animal Shelter Presentation
- 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 to allow the sale of alcoholic beverages for on-premise consumption in a General Retail ("GR") District for a Stripes Convenience Store, located at 202 N. Ed Carey Drive, bearing a legal description of Lot 1, Block 1, Camino Real Subdivision. Applicant: Tim Ilaoa c/o 7-Eleven Inc. **(Planning & Development)**
 - b) Public hearing for a Special Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Retail ("GR") District, for a Stripes Convenience Store, located at 1250 N. 77 Sunshine Strip, bearing a legal description of Lot 11 and the West ½ of Lot 12, Block 1, North Crown Heights Subdivision. Applicant: Tim Ilaoa c/o 7-Eleven Inc. Attachment **(Planning & Development)**
 - c) Public hearing for a Special Use Permit (SUP) to allow the sale of alcoholic beverages for on-premise consumption in a General Retail ("GR") District, for a Stripes Convenience Store

located at 1313 Haverford Boulevard, bearing a legal description of Lot 1, Haverford Place Section 1 Subdivision. Applicant: Tim Ilaoa c/o 7-Eleven Inc. Attachment **(Planning & Development)**

- d) Public hearing for a Special Use Permit (SUP) to allow the sale of alcoholic beverages for on-premise consumption, in a General Retail ("GR") District located at the Stripes Convenience Store located at 1725 S. F Street, bearing a legal description of Lots 1 and 2, Harlingen Service Center Subdivision. Applicant: Tim Ilaoa c/o 7-Eleven Inc. Attachment **(Planning & Development)**
 - e) Public hearing for a Special Use Permit (SUP) to allow the sale of alcoholic beverages for on-premise consumption in a Neighborhood Services ("NS") District, for the Arroyo Mart Food Store, located at 1222 S. 1st Street, bearing a legal description of Lots 10, 11, and 12, Block 2, Lillian Bush Addition. Applicant: Edna Martinez **(This item was tabled during the Regular City Commission Meeting of September 4, 2024)** **(Planning & Development)**
 - f) Public hearing for a Special Use Permit ("SUP") to allow a battery storage energy facility in a General Retail ("GR") District located along the north side of East Harrison Avenue, approximately 485 feet east of Loop 499, bearing a legal description of 2.00 acres out of the west 6.88 acres, Block 49, Palmeto Company Subdivision. Applicant: Christopher Rose on behalf of Aggreko Energy Transition Solutions. Attachment **(Planning & Development)**
 - g) Public hearing for a rezoning request from Non-Designated ("N") District to Residential, Single-Family ("R-1") District for a 55.90-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 Engineering c/o Zarate Homes and Design, LLC. Attachment **(Planning & Development)**
 - h) Public hearing amending the City of Harlingen Code of Ordinances, Chapter 111, Zoning, Article VII, Section 111-173, Nonresidential height restrictions, by requiring a Special Use Permit for buildings greater than five stories in height. Applicant: City of Harlingen. Attachment **(Planning & Development)**
- 10) **Action Items:** *City Commission will discuss, consider, and take any action deemed necessary on items listed in this section, including the adoption of a resolution or an ordinance.*

Ordinances:

- a) Consideration and possible action to adopt an ordinance on first reading for a Special Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Retail ("GR") District for a Stripes Convenience Store, located at 202 N. Ed Carey Drive, bearing a legal description of Lot 1, Block 1, Camino Real Subdivision. Applicant: Tim Ilaoa c/o 7-Eleven Inc. Attachment **(Planning & Development)**
- b) Consideration and possible action to adopt an ordinance on first reading for a Special Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Retail ("GR") District, for a Stripes Convenience Store, located at 1250 N. 77 Sunshine Strip, bearing a legal description of Lot 11 and the West ½ of Lot 12, Block 1, North Crown Heights Subdivision. Applicant: Tim Ilaoa c/o 7-Eleven Inc. Attachment **(Planning & Development)**
- c) Consideration and possible action to adopt an ordinance on first reading for a Special Use Permit (SUP) to allow the sale of alcoholic beverages for on-premise consumption in a General Retail ("GR") District, for a Stripes Convenience Store located at 1313 Haverford Boulevard, bearing a legal description of Lot 1, Haverford Place, Section 1 Subdivision. Applicant: Tim Ilaoa c/o 7-Eleven Inc. Attachment **(Planning & Development)**
- d) Consideration and possible action to adopt an ordinance on first reading for a Special Use Permit (SUP) to allow the sale of alcoholic beverages for on-premise consumption, in a

General Retail ("GR") District located at the Stripes Convenience Store located at 1725 S. F Street, bearing a legal description of Lots 1 and 2, Harlingen Service Center Subdivision. Applicant: Tim Ilaoa c/o 7-Eleven, Inc. Attachment (**Planning & Development**)

- e) Consideration and possible action to adopt an ordinance on first reading for a Special Use Permit (SUP) to allow the sale of alcoholic beverages for on-premise consumption in a Neighborhood Services ("NS") District for the Arroyo Mart Food Store, located at 1222 S. 1st Street, bearing a legal description of Lots 10, 11, and 12, Block 2, Lillian Bush Addition. Applicant: Edna Martinez (**This item was tabled during the September 4, 2024 meeting.**) Attachment (**Planning & Development**)
 - f) Consideration and possible action to adopt an ordinance on first reading for a Special Use Permit ("SUP") to allow a battery storage energy facility in a General Retail ("GR") District located along the north side of East Harrison Avenue, approximately 485 feet east of Loop 499, bearing a legal description of 2.00 acres out of the west 6.88 acres, Block 49, Palmetal Company Subdivision. Applicant: Christopher Rose on behalf of Aggreko Energy Transition Solutions. Attachment (**Planning & Development**)
 - g) Consideration and possible action to adopt an ordinance on first reading for a rezoning request from Non-Designated ("N") District to Residential, Single-Family ("R-1") District for a 55.90-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 Engineering c/o Zarate Homes and Design, LLC. Attachment (**Planning & Development**)
 - h) Consideration and possible action to adopt an ordinance on first reading amending the City of Harlingen Code of Ordinances, Chapter 111, Zoning, Article VII, Section 111-173, Non-Residential Height Restrictions, by requiring a Special Use Permit for buildings greater than five stories in height. Applicant: City of Harlingen. Attachment (**Planning & Development**)
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- i) Consideration and possible action to approve the annexation services agreement for a proposed voluntary annexation of a 2.273-acre tract of land out of the extreme northwest corner of Block 176, Adam's Gardens Subdivision "C". Applicant: AEC Engineering c/o LS Contractors Specialist. Attachment (**Planning & Development**)
 - j) Consideration and possible action to approve the Vehicle Towing Ordinance on second reading amending Harlingen Code of Ordinances at Chapter 18, 46-93 through 46-135 Schedule of Fees and Chapter 46, Article III, Vehicle Towing, pertaining to towing standards and guidelines for tows requested by the Police, Citizens of Private Tows, providing for applications, permits regulations, certifications and other safety requirements, providing for enforcement and prohibitions, providing for repeal of conflicting ordinances, amending license and towing fees, which may be charged within the City and other particulars. Attachment (**Police**)
 - k) Consideration and possible action to authorize the filing of an application for financial assistance with the Texas Water Development Board for funding the construction of Priority Wastewater Capital Improvement Projects. Attachment (**HWWS**)
 - l) Consideration and possible action to approve the Development Corporation of Harlingen's final amendments to Fiscal Year 2023-2024 Budget. Attachment (**HEDC**)
 - m) Consideration and possible action to approve a resolution accepting the Development Corporation of Harlingen's Proposed Fiscal Year 2025 Budget. Attachment (**HEDC**)
 - n) Consideration and approval of awarding a contract to G&G Contractors for the construction of a Detention Pond at Industrial Park at Roosevelt, partially funded by an EDA Grant. Attachment (**HEDC**)

- o) Consideration and possible action to approve a Facility Use Agreement between the City of Harlingen and the Harlingen Cardinals Youth Sports League for use of the fields at Vestal Park and authorize the City Manager to execute the agreement. Attachment (**Parks & Recreation**)
- p) Consideration and possible action to approve the Facility Use Agreement between the City of Harlingen and Rio Valley Amateur-Adult Soccer Association for the use of the soccer fields at Vestal Park and authorize the City Manager to execute the agreement. Attachment (**Parks & Recreation**)
- q) Consideration and possible action to approve the Facility Use Agreement between the City of Harlingen and Rio Valley Amateur-Adult Soccer Association for the use of the soccer fields at Vestal Park and authorize the City Manager to execute the agreement. Attachment (**Parks & Recreation**)
- r) Consideration and possible action to approve a Facility Use Agreement between the City of Harlingen and the TYFA Wolfpack for use of a field at the Wilson Sports Complex and authorize the City Manager to execute the agreement. Attachment (**Parks & Recreation**)
- s) Consideration and possible action to approve a Facility Use Agreement between the City of Harlingen and Harlingen Texas Bronco Baseball League for the use of the Baseball Complex at Victor Park and authorize the City Manager to execute the agreement. Attachment (**Parks & Recreation**)
- t) Consideration and possible action to approve a Facility Use Agreement between the City of Harlingen and the Harlingen National Bronco League for the use of the ball fields at the Tom Wilson Youth Sports Park and authorize the City Manager to execute the agreement. Attachment (**Parks & Recreation**)
- u) Consideration and possible action to approve a Facility Use Agreement between the City of Harlingen and the Harlingen National Bronco League for the use of the softball fields at the Arroyo Park Complex and authorize the City Manager to execute the agreement. Attachment (**Parks & Recreation**)
- v) Consideration and possible action to approve a Facility Use Agreement between the City of Harlingen and the Harlingen National Youth Football League for use of the fields at Victor Park and authorize the City Manager to execute the agreement. Attachment (**Parks & Recreation**)
- w) Consideration and possible action to approve the Facility Use Agreement between the City of Harlingen and Harlingen United Futbol Club, for the use of the Harlingen Soccer Complex and authorize the City Manager to execute the agreement. Attachment (**Parks & Recreation**)
- x) Consideration and possible action to approve a contract with Elizabeth Rose Flores to provide water aerobics classes at Pendleton Park Pool and authorize the City Manager to execute the Agreement. Attachment (**Parks & Recreation**)
- y) Consideration and possible action to implement a Neighborhood Revitalization Project: (***This item was tabled at the Regular City Commission Meeting of September 18, 2024 and was requested by Commissioner Daniel N. Lopez and Commissioner Ford Kinsley***)
- z) Consideration and possible action to authorize to the Mayor to execute a resolution of the City Commission for the City of Harlingen, Texas, expressing its nomination for the Cameron County Appraisal District Board of Directors. Attachment (**City Manager**)
- aa) Consideration and possible action to approve action/findings required by Chapter 2254 of the Texas Government Code; and approval of a contract for municipal court fines and fees collection services with Linebarger Goggan Blair and Sampson, LLP as special counsel to perform all legal services necessary to collect unpaid funds, fees and court cost and as provide by Texas Code of Criminal Procedure, Article 103.0031; and authorize the execution

of such agreement. **(City Manager)**

- bb) Consideration and possible action to approve action/findings required by Chapter 2254 of the Texas Government Code; and approval of a resolution authorizing the imposition of a 15% penalty for collection costs on delinquent taxes for tax year 2024 and subsequent years; and approval of a contract for tax collection services with Linebarger Goggan Blair & Sampson, LLP, as special counsel to perform all legal services necessary to collect delinquent property taxes; and authorize the execution of such agreement. Attachment **(City Manager)**
- cc) Consideration and possible action to approve an amended Interlocal Cooperation Agreement between the City of Harlingen and The University of Texas Rio Grande Valley (UTRGV), for the use of the Pavilion at the Harlingen Convention Center. Attachment **(City Manager)**
- dd) Consideration and possible action to reschedule the City Commission Meeting set for October 16, 2024, to another date. **(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

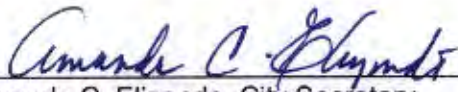
Animal Shelter Advisory Committee (1)
Audit Committee (Terms expire in June)
Charter Review Committee (Ad Hoc)
Civil Service Commission
Community Development Advisory Board (2)
Construction Board of Adjustments (4)
Convention & Visitors Bureau (1)
Development Corporation of Harlingen, Inc.
Downtown Improvement 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 Government Code Section 551.071 - attorney consultation and contemplated litigation; Section 551.072 - deliberation regarding real estate; and Section 551.087- economic development relating to the following projects:
 - 1) Project Gem
 - 2) Project Spec Building 3
- 13) **Action on Executive Session Items:** *The City Commission will reconvene in open session and may take action on any item listed in the Executive Session Section of this agenda.*
 - a) Consideration and possible action regarding Items 12a (1) and (2) 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 27, 2024**, at or before 4:20 a.m./p.m. and remained so posted for at least 72 hours preceding the time of said meeting.

Dated this 27th day of SEPTEMBER, 2024


Amanda C. Elizondo, City Secretary

REGULAR MEETING

CITY COMMISSION

HARLINGEN, TEXAS

A Regular Meeting of the Harlingen City Commission was held August 21, 2024, at 5:30 p.m., at City Hall, Town Hall Meeting Room, 118 E. Tyler, Harlingen, Texas, and providing the public the ability to view the meeting via the Internet, live streaming and permitting the public to offer citizen communication or participate in items listed on the agenda via videoconferencing or telephonically via www.myharlingen.us Those in attendance were:

Mayor and Commissioners

Mayor Norma Sepulveda

Mayor Pro-Tem Rene Perez

Ford Kinsley Commissioner District 1

Daniel N. Lopez, Commissioner District 2

Michael Mezmar, Commissioner District 3

Frank Morales, Commissioner District 4

City Staff

Gabriel Gonzalez, City Manager

Amanda C. Elizondo, City Secretary

Mark Sossi, City Attorney

1. Call Meeting to Order

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:

- a) Invocation – Commissioner Frank Morales
- b) Pledge of Allegiance
- c) Welcome Citizens

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—Shannon Harvill, Health Director, introduced a new pet of the week. Mr. Harvill stated that Beethoven (male) is about five months old, fully vaccinated, and neutered. He is a mixed breed and will be a medium to large dog. He is very sociable and gets along with other animals.
- b) City Manager's Announcements – Mr. Gabriel Gonzalez announced that City Hall and other city offices will be closed for Labor Day, Monday, September 2, 2024.
- c) City Commission Member Announcements:

Commissioner Lopez congratulated the Parks & Recreation Department through Tu Salud and Josiah Moreno for hosting the first annual/inaugural Pickle Ball Paddle Battle. It was a great event, and I congratulate the Harlingen Youth Sports Football League.

Commissioner Mezmar recognized Jamie Garcia (an Animal Control Officer) for assisting him and his wife at their home when several stray dogs (Pit Bulls) attacked his cat. He thanked him and appreciated him for helping them during that incident.

4. Proclamation/Presentation of Awards:

a) Presentation of Recognition – "RGV Roller"

Leo Korolev is a board member of a non-profit organization that provides kids and adults with additional options for physical engagement through hockey. We are thankful for the invitation to be here today, the recognition, and the award. We appreciate the City of Harlingen and the Parks and Recreation for the opportunity and for welcoming them and our summer-long program. We look forward to growing our footprint in Harlingen. We are looking for a permanent place to play roller hockey. We welcome any ideas on how to expand our program.

b) Mayor's Business of the Month – Bicycle World

Tracy Roberts, Owner, thanked the Mayor, City Commission, and Parks and Recreation Department for the opportunity and blessing of this prestigious recognition. His parents founded this business 47 years ago. We have been super active in the community and love our city and the Valley. We will continue contributing to our community and the Valley as best as possible.

c) Recognition of the Harlingen Charter Review Committee Members

Dawn Rae Leonard, a member of the Charter Review Committee, stated that the committee met eight times to review the city charter. They reviewed and discussed the whole charter. It was an intensive process. She appreciated the opportunity to join this committee and hoped the voters would approve the amendments submitted during the November 5, 2024 Election.

5. Citizen Communication:

- Manuel Bernal—480 Julian St. San Benito, TX—Provides the senior community with available services.
- Raymond Reyes – 706 Nantucket Dr., Harlingen, TX – Efficiency and continued progress.
- Herman Montemayor – (address) Question on a plat to be approved.
- Robert Leftwich - 909 E. Parkwood, Harlingen, TX – Notice of Public hearing on the Tax increase.

6. Approval of Minutes:

a) Special Meeting of July 18, 2024

b) Special Meeting of August 12, 2024

Motion was made by Commissioner Lopez and seconded by Commissioner Morales to approve the Special Meeting of July 18, 2024, and Special Meeting of August 12, 2024; subject to amendments submitted for review. Motion carried unanimously.

7. Consent Agenda:

- a) Consideration and possible action to adopt an ordinance on the second and final reading for a rezoning request from Light Industry ("LI") District to General Retail ("GR") District for 10.13 acres of land out of Block 19, Cunninghams Subdivision, located at the southeast corner of Primera Road and I-9 (E) (Expressway 77) Frontage Road. Applicant: Moore Land Surveying, LLC c/o CJE Construction.**

ORDINANCE NO. 24-40

AN ORDINANCE AMENDING THE CODE OF ORDINANCES VOF THE CITY OF HARLINGEN: REZONING FROM LIGHT INDUSTRY ("LI") DISTRICT TO GENERAL RETAIL ("GR") DISTRICT FOR 1013 ACRES OF LAND OUT OF BLOCK 19, CUNNINGHAM'S SUBDIVISION, LOCATED AT THE SOUTHEAST CORNER OF PRIMERA ROAD AND US-77 FRONTAGE ROAD. APPLICANT: MOORE LAND SURVEYING, LLC C/O CJE CONSTRUCTION.

PASSED AND APPROVED on first reading this the 7TH day of August 2024
PASSED AND APPROVED on the second and final reading this the 21ST day of August 2024.

ATTEST: CITY OF HARLINGEN
/s/ Amanda C. Elizondo, City Secretary /s/Norma Sepulveda, Mayor

- b) Consideration and possible action to adopt an ordinance on the second and final reading to abandon and vacate the West five (5) feet of a landscape easement being 483.74 square feet of land out of Lot 42, Block 1, Villas at Palm Valley Subdivision, located at 6301 El Camino Real Street. Applicant: Carter Biel.

ORDINANCE NO. 24-41

AN ORDINANCE ABANDONING AND VACATING THE WEST
5 FEET OF THE EXISTING LANDSCAPE EASEMENT BEING
483.74 SQUARE FEET OF LAND OUT OF LOT 42, BLOCK 1,
VILLAS AT PALM VALLEY SUBDIVISION, LOCATED AT 6301 EL
CAMINO REAL STREET.

PASSED AND APPROVED on first reading this the 7TH day of August 2024
PASSED AND APPROVED on the second and final reading this the 21ST day of August 2024.

ATTEST: CITY OF HARLINGEN
/s/ Amanda C. Elizondo, City Secretary /s/Norma Sepulveda, Mayor

- c) Consideration and possible action to adopt an ordinance on the second and final reading for a rezoning request from Light Industry ("LI") District and Office ("O") District to General Retail ("GR") District for a property located along the south side of E. Grimes Avenue, approximately 80 ft. east of N. 28th Street, bearing a legal description of Lot 1, Skyline Phase II RGVCU Subdivision. Applicant: Andy Vigstol c/o Jose Sanchez.

ORDINANCE NO. 24-42

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE
CITY OF HARLINGEN: REZONING FROM LIGHT INDUSTRY ("LI")
DISTRICT AND OFFICE ("O") DISTRICT TO GENERAL RETAIL ("GR")
DISTRICT FOR A PROPERTY LOCATED ALONG THE SOUTH SIDE
OF E. GRIMES AVENUE, APPROXIMATELY 80 FEET EAST OF N. 28TH
STREET, BEARING A LEGAL DESCRIPTION OF LOT 1, SKYLINE
PHASE - II RGVCU SUBDIVISION APPLICANT: ANDY VIGSTOL C/O
JOSE SANCHEZ

PASSED AND APPROVED on first reading this the 7TH day of August 2024
PASSED AND APPROVED on the second and final reading this the 21ST day of August 2024.

ATTEST: CITY OF HARLINGEN
/s/ Amanda C. Elizondo, City Secretary /s/Norma Sepulveda, Mayor

- d) Consideration and possible action to adopt an ordinance on the second and final reading for a rezoning request from the Residential, Single Family ("R-1") District to Neighborhood Services ("NS") District for 8.77 acres of land out of Blocks 43 & 44, Dixieland Heights No. 1 Subdivision, located at the southwest corner of Dixieland and Garrett Roads. Applicant: Moore Land Surveying, LLC c/o CJE Construction.

ORDINANCE NO. 24-43

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 8.77 ACRES OF LAND OUT OF BLOCKS 43 & 44,
HOWARD'S DIXIELAND HEIGHTS NO. 1 SUBDIVISION, LOCATED
AT THE SOUTHWEST CORNER OF DIXIELAND AND GARRETT
ROADS. APPLICANT: MOORE LAND SURVEYING, LLC C/O CJE
CONSTRUCTION

PASSED AND APPROVED on first reading this the 7TH day of August 2024
PASSED AND APPROVED on the second and final reading this the 21ST day of August 2024.

ATTEST: CITY OF HARLINGEN
/s/ Amanda C. Elizondo, City Secretary /s/Norma Sepulveda, Mayor

e) Consideration and possible action to approve a request from San Juanita Morales to close the Northside Intersection of East Buchanan Street and South West Street and the Southside Intersection of South West Street and West 4th Street, Saturday, August 24, 2024, from 4:00 p.m. to 11:59 p.m. for her mother's 80th Birthday Celebration Event.

f) Consideration and possible action to approve a request from the Downtown Improvement District to close the following streets for the Fiesta de Pinatas at Gutierrez Park on Saturday, September 14, 2024, from 4:00 p.m. to 9:00 p.m.

- . Eastside Intersection of Van Buren Avenue and "F" Street;
- . North and West Side Intersection of Van Buren Avenue and "E" Street;
- . Alleyway in the 200 Block of South "E" Street;
- . Northside Intersections of Harrison Avenue, "D" and "E" Streets; and Van Buren Avenue, "C" and "D" Streets
- . Alleyway in the 200 Block of South "D" Street
- . Northside Intersection of the 200 Block of South "C" Street and alleyway;
- . Westside Intersection of Van Buren Avenue and West

Motion was made by Commissioner Kinsely and seconded by Commissioner Lopez to approve the Consent Agenda Items 7 (a through f). Motion carried unanimously.

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

a) City Manager's Report—The city commission had previously selected Freise and Nichols to compile the comprehensive plan, which included the downtown parking study, the Downtown Improvement District Renovation Project, and the Parks Plan. The consultant's original quote was almost \$620,000. Through negotiations, staff was able to lower the amount to \$420,000. The Comprehensive Plan is on hold pending release from GLO. The Parks Plan, DID Renovation, and Parking Study are scheduled to move forward.

b) Staff Reports – None.

c) **Presentation of the South Texas Emergency Care (STEC) Quarterly Report**

Mr. Bill Ashton, Executive Director, stated that some of his representatives were present to provide information on the Community Paramedicine Program, which EMS has evolved over the years. The source of technology allows them to carry equipment the size of a deck of cards that can run blood tests and transmit them through Bluetooth to a doctor. They can transmit the patient's medical information to their doctor in any state.

Ms. McKenzie Curl (formerly with UTRGV), Coordinator of the Community Paramedicine Program, and Abel Villarreal, a nationally Certified Community Health Paramedic (CHP), provided the quarterly report. The CHP is a non-emergent division of STEC EMS that addresses two main community issues. Those who use the ER three or more times in 12 months and those in the community who use EMS at a higher rate than usual. We focus on those who use emergency services as their primary health care. Our primary focus is to address medical needs as well as non-medical drivers of health. We look at the social needs of community members who cannot pay their light bills or rent and cannot afford their medications, which causes them to return to the ER. This program has been around for four years. We are a medically underserved region in Cameron County. Higher utilization of our EMS increases our ambulance and ER wait times and creates hospital overcrowding. This problem is something we want to reduce with this program. We have seen a reduction in the Emergency Department by 36%. Our graduated patients have seen a reduction in EMS use by 52%, which is a great success. We work in people's homes, addressing dynamic needs but making significant impacts in their personal lives, which can be life-changing. We received a grant to establish a child safety seat program. It was a result of the horrific results of children not being restrained in car seats properly or not having a car seat. We have two staff members who are certified child safety seat technicians. This program serves as a resource for hospitals when a newborn at Harlingen Medical Center or Valley Baptist does not have a car seat. We teach the parent how to install the seat properly. Hosted two community events and worked with the Harlingen Police Dept. in May and July with

San Benito. Another event is scheduled for September, bringing resources to our community. We reintroduced the "Bear Medic Program, which consists of placing plush animals in ambulances to give to pediatric patients to alleviate stress and anxiety. A source of comfort not only for pediatric patients but also for senior citizens.

9. Public Hearings:

Mayor Sepulveda announced Item 9 (a, b, & c) were public hearings, and anyone wishing to speak for or against these items could do so.

- a) Public hearing for a rezoning request from Not Designated ("N") District to Residential, Single-Family ("R-1") District for 3.79 acres of land out of Briggs-Coleman Survey 28, located along the North side of Tovar Road, approximately 3,000 feet West of FM 507. Applicant: Terry-Robert Cortez.

. None for Item 9 (a)

- b) Public hearing for a rezoning request from Residential, Single-Family ("R-1") District to Residential, Duplex ("R-2") District for a property located at 1112 W. Filmore Avenue, bearing a legal description of Lot B, Block 2, Southwest Harlingen Subdivision. Applicant: Greg Mar.

. None for Item 9 (b)

- c) Public hearing amending the City of Harlingen Code of Ordinances Chapter 109, Subdivisions, Article I, of a minor plat; Article II, Section 109-27, Variances, by adding a provision which restricts variances to subdivisions that are subject to the model subdivision rules; and Article IV, Section 109-87, General Process for a Major Plat, by removing a reference to a minor plat, and Section 109-88, Minor Plat Approval Delegation, by removing this section in its entirety from the Subdivision Chapter of the Code of Ordinances. Applicant: City of Harlingen.

. None for Item 9 (c)

There being no comments from the public, Mayor Sepulveda closed the public hearings for Items 9 (a, b, & c).

10. Action Items: Ordinances

- a) Consideration and possible action to approve an ordinance on first reading for a rezoning request from Not Designated ("N") District to Residential, Single-Family ("R-1") District for 3.79 acres of land out of the Briggs-Coleman Survey 28, located along the north side of Tovar Road, approximately 3,000 feet west of FM 507. Applicant: Terry-Robert Cortez.

Motion was made by Commissioner Lopez and seconded by Commissioner Mezmar to approve the ordinance on first reading for a rezoning request from Not Designated ("N") District to Residential, Single-Family ("R-1") District for 3.79 acres of land out of the Briggs-Coleman Survey 28, located along the north side of Tovar Road, approximately 3,000 feet west of FM 507. Motion carried unanimously.

- b) Consideration and possible action to adopt an ordinance on first reading for a rezoning request from a Residential, Single-Family ("R-1") District to a Residential, Duplex ("R-2") District for a property located at 1112 W. Filmore Avenue, bearing a legal description of Lot B, Block 2, Southwest Harlingen Subdivision. Applicant: Greg Mar.

Motion was made by Commissioner Lopez and seconded by Mayor Pro-Tem Perez to adopt the ordinance on first reading for a rezoning request from a Residential, Single-Family ("R-1") District to a Residential, Duplex ("R-2") District for a property located at 1112 W. Filmore Avenue, bearing a legal description of Lot B, Block 2, Southwest Harlingen Subdivision. Motion carried unanimously.

- c) Consideration and possible action to adopt an ordinance on first reading amending the City of Harlingen Code of Ordinances Chapter 109, Subdivisions, Article I, Section 109-1, Definitions, by amending the

definition of a major subdivision, and removing the definition of a minor plat; Article II, Section 109-27, Variances, by adding a provision which restricts variances to subdivisions that are subject to the model subdivision rules; and Article IV, Section 109-87, General Process for a Major Plat, by removing a reference to a minor plat, and Section 109-88, Minor Plat Approval Delegation, by removing this section in its entirety from the Subdivision Chapter of the Code of Ordinances. Applicant: City of Harlingen.

Motion was made by Commissioner Lopez and seconded by Commissioner Morales to approve the ordinance on first reading amending the City of Harlingen Code of Ordinances, Chapter 109, Subdivisions, Article I, Section 109-1, Definitions, by amending the definition of a major subdivision, and removing the definition of a minor plat; Article II, Section 109-27, Variances, by adding a provision which restricts variances to subdivisions that are subject to the model subdivision rules; and Article IV, Section 109-87, General Process for a Major Plat, by removing a reference to a minor plat, and Section 109-88, Minor Plat Approval Delegation, by removing this section in its entirety from the Subdivision Chapter of the Code of Ordinances. Motion carried unanimously.

- d) Consideration and possible action to approve an ordinance on first reading amending the City of Harlingen's Budget for Fiscal Year 2024.

Robert Rodriguez, Finance Director, stated that this is the first reading of the second and final budget amendment. Staff is recommending amending an increase in revenue of \$1,283,797. The most notable are sales tax, licensing, (building) permits, and mechanical permits. We reduced some of the franchise taxes that have not materialized. We are increasing fines and forfeitures in the collecting agency, which has an offsetting expenditure. Traffic fines and forfeitures have gone down. Building permits have gone up (\$150,000). Expenditures have increased by \$1,297,063 – an offset with the increased revenue. The expenditures from the general fund are Dixieland Road and Lincoln Avenue traffic signals. The cost of the shuffleboards for the Community Center is \$ 266,000, and the replacement of the irrigation system at the soccer complex is \$285,000. The only expense that will not be undertaken this fiscal year is the grounds for the city commission authorized hiring three Parks employees; the equipment they need was not included, but this was included in this budget amendment for \$163,000.

Motion was made by Commissioner Lopez and seconded by Commissioner Mezmar to approve the ordinance on first reading amending the City of Harlingen's Budget for Fiscal Year 2024. Motion carried unanimously.

- e) Consideration and possible action to approve an ordinance on first reading amending Chapter 18, Master Fee Schedule of the Harlingen Code of Ordinances by establishing fees for certain Licenses, Permits, and other services provided by the City of Harlingen as they relate to Chapter 36, Article V, Division 2 (Tony Butler Golf Course); providing for publication and ordaining other matters pertaining to the foregoing.

Jeff Hart, Tony Butler Golf Course Director, stated that the fee structure is for the conference room. The rate will increase from \$40 per hour to \$50 per hour for non-residents to \$60 per hour. This is based on the price range of what the other city structures are renting their buildings of equal size.

Motion was made by Mayor Pro-Tem Perez and seconded by Commissioner Morales to approve the ordinance on first reading amending Chapter 18, Master Fee Schedule of the Harlingen Code of Ordinances by establishing fees for certain Licenses, Permits, and other services provided by the City of Harlingen as they relate to Chapter 36, Article V, Division 2 (Tony Butler Golf Course); providing for publication and ordaining other matters about the foregoing. Motion carried unanimously.

- f) Discussion and possible action to approve an ordinance on the second and final reading of the City of Harlingen, Texas, ordering a Special Election on proposed amendments to the Home Rule City Charter of the City of Harlingen to be held on November 5, 2024, providing for the publication and posting of notice; proposing amendments to the Home rule City Charter of the City of Harlingen.

ORDINANCE NO. 20-58

AN ORDINANCE OF THE CITY OF HARLINGEN, TEXAS, ORDERING A SPECIAL ELECTION ON PROPOSED AMENDMENTS TO THE HOME RULE CITY CHARTER OF THE CITY OF HARLINGEN TO BE HELD ON NOVEMBER 5, 2024

PROVIDING FOR THE PUBLICATION AND POSTING OF NOTICE; PROPOSING AMENDMENTS TO THE HOME RULE CITY CHARTER OF THE CITY OF HARLINGEN; PROVIDING FOR DATES FOR EARLY VOTING BY PERSONAL APPEARANCE; PROVIDING FOR DEADLINE FOR APPLICATION FOR ABSENTEE BALLOT; AND PROVIDING AN EFFECTIVE DATE.

PASSED AND APPROVED on first reading this the 8th day of August 2024

PASSED AND APPROVED on the second and final reading this the 21st day of August 2024.

ATTEST:

/s/ Amanda C. Elizondo, City Secretary

CITY OF HARLINGEN

/s/Norma Sepulveda, Mayor

Gabriel Gonzalez, City Manager, stated that two subsequent ordinances were emailed to the mayor and city commissioners on Friday. The City Attorney provided the changes made.

Mr. Sossi, City Attorney, stated that while the substance has stayed the same, we made a couple of changes to the order of the ordinances to improve the flow and basic consistency of the language. The propositions are essentially the same.

Motion was made by Commissioner Morales and seconded by Mayor Pro-Tem Perez to approve the ordinance on the second and final reading, ordering a Special Election on the proposed amendments to the Home Rule City Charter of the City of Harlingen, to be held on November 5, 2024, providing for the publication and posting of the notice on the proposed amendments. Motion carried as follows: FOR: Mayor Pro-Tem Perez, Commissioners: Morales, Mezmar, and Kinsley, AGAINST: Commissioner Lopez; ABSTAINED: None (Vote 4-1-0)

- g) Consideration and possible action to approve an ordinance on first reading amending the Harlingen Code of Ordinances, Article III, Vehicle Towing modifying the fee schedule and to appeal all ordinances in conflict therewith, providing for publication and for an effective date.

Michael Kester, Police Chief, stated this was an update to the record ordinance to clean up some language. In the past years, the ordinance would allow us to hold a vehicle that did not have insurance and required the owner to get six months' worth of insurance. This is no longer enforced, and staff recommends that it be removed from the ordinance and the fees updated.

Mr. Sossi stated he reviewed this item, and it was basically city code. He reviewed the changes to the City Code, and they were fine. However, they needed to be in ordinance form. He suggested bringing the item back at a future city meeting for a vote by the City Commission.

Commissioner Lopez stated that a few months ago, he and Mayor Sepulveda met with the tow truck owners, and a few concerns were raised. I want to share the ordinance draft with the tow truck owners for their input. A section on Page 5 states there will be a maximum of eight tow truck drivers or eight tow truck companies on the list. There are more than just eight tow truck companies.

Chief Kester responded that those eight companies brought other wreckers and used them under different names.

Mayor Sepulveda stated that whatever the number of tow truck companies is, it keeps everyone on the list currently servicing Harlingen. We want them to continue to provide this service. The City of Brownsville's rotation list designates light and heavy duty. The heavy-duty requires specific equipment in case of a traffic accident/wreck; the streets are cleared. We could adopt this for efficiency and a schedule. The City of Brownsville requires one provider for a 24-hour shift; maybe Harlingen can do the same.

The City Commission unanimously passed Item 10 (g) and will discuss it further at another meeting.

- h) Consideration and possible action to approve an ordinance on first reading amending the Harlingen Code of Ordinances, Chapter 48, Division 4, Sections 48-144 and 48-145, Contingency & Emergency Water Management Plan, establishing an effective date, and providing for publication and ordaining other matters related to the foregoing.

Motion was made by Commissioner Lopez and seconded by Commissioner Morales to approve the ordinance on first reading amending the Harlingen Code of Ordinances, Chapter 48, Division 4, Sections 48-144 and 48-145, Contingency & Emergency Water Management Plan, establishing an effective date and providing for publication and ordaining other matters related to the foregoing. Motion carried unanimously.

- i) Consideration and possible action to approve an ordinance on first reading to promote Community Engagement and Accessibility through the requirement of Annual Comprehensive Town Halls, District-Specific Town Halls, and the Publication of contact information for the Mayor and City Commissioners.

Mayor Pro-Tem Perez stated he was in favor of proceeding with this ordinance. This would allow them to communicate with their constituents one-on-one.

Commissioner Lopez suggested that the calendar be based on a fiscal year, and at the first meeting in October, we set the dates for the town halls for the whole year; we could consider them as "listening sessions." I would like to address the issue of interpreters upon request. Does the Commission always want one on hand or one who is certified? How does the Commission want to implement it? Then, there is a section where the Commission will direct city staff to compile the information. There is no need for any direction from us, but a summary should be made.

Mayor Sepulveda suggested using the term "town halls" instead of "listening sessions" to ensure active engagement between the Commission and the community now and in the future.

Mr. Gonzalez suggested posting a notice in the town hall meeting room stating that if an interpreter is needed, to call City Hall to have one present at the meeting.

Commissioner Mezmar suggested scheduling the meeting for the new year for the Mayor, District 1, and District 2, not for the three incumbents who are seeking re-election in November. This way, there would be no appearance of politics before the election or that the city is supporting certain candidates.

Motion was made by Mayor Pro-Tem Perez and seconded by Commissioner Lopez to approve an ordinance on first reading to promote Community Engagement and Accessibility through the requirement of Annual Comprehensive Town hall meetings, District-Specific Town Halls, and the publication of contact information for the Mayor and City Commissioners. Motion carried unanimously.

- j) Consideration and possible action to approve the preliminary construction plans and final plat with conditions of the proposed Stonebriar Estates Phase II Subdivision, bearing a legal description of 2.71 acres of land out of Survey 299, located south of Stonebriar Estates Phase I, approximately 650.82 feet south of Wilson Road. Applicant: Moore Land Surveying, LLC c/o Marin-Zarate Development.

Mr. Xavier Cervantes stated that a drainage report is prepared for each subdivision. In this drainage report, the subdivision engineer must show how he is providing storm drainage for a 50-year storm. The report is submitted to the city engineer for review and approval, and the city engineer approves it.

Commissioner Morales asked if a FEMA Map was available to corroborate the 50-year storm drainage report.

Mr. Gonzalez stated that a FEMA Map would only show if the subdivision is in a flood zone and prone to flooding, and it would not provide information on 50-year storm drainage.

Dustin Moore, Engineer with Moore Land Surveying, LLC, stated this was two parts subdivision and the information is based on charts, graphs and tables published by NOAA. All calculations are based on this data. The second part is the house's finished floor, based on the 100-year storm data. FEMA publishes that data and the 100-year storm dedicates the type of (Zone A, AH, or AO), something that is within the 100-year storm. If you have a mortgage, your mortgage company is going to require flood insurance. Everything outside of that, you have Zone X (shaded) outside the 100 but inside the 500, which is the second-best option. For example, Richmond Hills on Wilson Road is on FEMA's maps at Zone X and should not flood. Everyone knows Richmond Hills floods and has for 20 years. FEMA has a

second website called base-level engineering that is more accurate regarding ground truth and shows an area that floods, even though it is not in a flood zone. We have multiple resources that we refer to when doing the research on flood zones.

Motion was made by Commissioner Lopez and seconded by Mayor Pro-Tem Perez to approve the preliminary construction plans and final plat with conditions of the proposed Stonebriar Estates Phase II Subdivision, bearing a legal description of 2.71 acres of land out of Survey 299, located south of Stonebriar Estates Phase I, approximately 650.82 feet south of Wilson Road. Motion carried unanimously.

- k) Consideration and possible action to approve the preliminary construction plans and final plat with conditions of the proposed Stonebriar Estates Phase III Subdivision and consideration of a reduction to the required park fees due to park amenities being provided in the development, bearing a legal description of 27.44 acres of land out of Survey 299, located south of Stonebriar Estates Phase I, approximately 689.78 feet south of Wilson Road. Applicant: Moore Land Surveying, LLC c/o Marin-Zarate Development.

Mr. Cervantes stated that the developer is proposing a private park in the southeast portion of the subdivision. There is a site plan of what they are proposing for playground equipment, a dog park, and a picnic area, which is an investment of \$100,000.

Motion was made by Commissioner Lopez and seconded by Commissioner Kinsley to approve the preliminary construction plans and final plat with conditions of the proposed Stonebriar Estates Phase III Subdivision and consideration of a reduction to the required park fees due to park amenities being provided in the development, bearing a legal description of 27.44 acres of land out of Survey 299, located south of Stonebriar Estates Phase I, approximately 689.78 feet south of Wilson Road. Motion carried unanimously.

- i) Consideration and possible action to approve the preliminary construction plans and final plat for the proposed Ramos Acres Subdivision, bearing a legal description of 0.863 gross acre tract of land, more or less, consisting of all of the west 110.0 feet of Lot 1, M. Garza Subdivision (unrecorded), being a 1.27 acre tract of land out of Block 32, Pomelo Subdivision, located along the north side of SH107, approximately 280 feet east of Pomelo Road. Applicant: Salinas Engineering & Associates c/o Melissa Ramos and Pedro Ramos, Jr.

Commissioner Morales asked why the plat was unrecorded.

Mr. Cervantes stated that this tract of land was split up many years ago. There is a house on the property in the county. The county issued a permit for the house, but the house is on a water well. They are trying to connect to a water line that belongs to North Alamo Water Supply Corporation. This is why the corporation is requiring the subdivision plat so they can connect to the water. The city will receive \$450 in park fees.

Motion was made by Commissioner Mezmar and seconded by Commissioner Kinsley to approve the preliminary construction plans and final plat for the proposed Ramos Acres Subdivision, bearing a legal description of 0.863 gross acre tract of land, more or less, consisting of all of the west 110.0 feet of Lot 1, M. Garza Subdivision (unrecorded), being a 1.27-acre tract of land out of Block 32, Pomelo Subdivision, located along the north side of SH107, approximately 280 feet east of Pomelo Road. Motion carried unanimously.

- m) Consideration and possible action to authorize the City Manager to award a construction contract with Saenz Utility Contractors for the Storm Sewer Improvements – Systems 204 and 252 (Sun Chase Drive, Sabel Palm St., Lazy Palm Dr.) designed by SAMES, INC. under RFQ 2021-14 for the City of Harlingen American Rescue Plan Act (ARPA).

Luis Vargas, City Engineer, stated that these are two drainage projects for three areas, the Lazy Palm Subdivision and Sun Country Subdivision, to replace approximately 1,000 linear feet of stormwater pipes and inlets. We are recommending awarding the contract to Saenz Utility Contractors. They are the second lowest bidder, and staff received good references on them.

Commissioner Lopez stated that based on the map project, it looks like the work will go through people's yards, and how long it will take to complete the project.

Mr. Vargas stated it was a conceptual design from the 2008 Drainage Master Plan and didn't reflect the exact locations of where the underground pipes would be. There will be one easement that we acquired on the west side. Whenever we are going through an easement between properties, we ensure the residents know about it. As far as the timeline, it should be about 4 months; the work will be done in phases. We will give the residents proper notice of any street closures.

Motion was made by Commissioner Lopez and seconded by Mayor Pro-Tem Perez to authorize the City Manager to award a construction contract with Saenz Utility Contractors for the Storm Sewer Improvements – Systems 204 and 252, (Sun Chase Drive, Sabel Palm St., Lazy Palm Dr.) designed by SAMES, INC. under RFQ 2021-14 for the City of Harlingen American Rescue Plan Act (ARPA). Motion carried unanimously.

- n) Consideration and possible action to authorize the City Manager to award a Construction Contract with Saenz Utility Contractors for the Storm Sewer Improvements – System 122 (Jacaranda Dr.), designed by Guzman & Munoz Engineering & Surveying, Inc. under RFQ 2021-14 for the City of Harlingen American Rescue Plan Act (ARPA).

Motion was made by Commissioner Lopez and seconded by Mayor Pro-Tem Perez to authorize the City Manager to award a Construction Contract with Saenz Utility Contractors for the Storm Sewer Improvements – System 122 (Jacaranda Dr.), designed by Guzman & Munoz Engineering & Surveying, Inc. under RFQ 2021-14 for the City of Harlingen American Rescue Plan Act (ARPA). Motion carried unanimously.

- o) Consideration and possible action to approve a resolution adopting the Harlingen Downtown Improvement District Fund Budget Fiscal Year 2024-2025.

Mr. Rodriguez stated that the district board did meet on Tuesday, August 6, 2024, to review and recommend approval of this budget. The revenues are projected at \$359,010, and the expenditures are projected at \$428,768.

Motion was made by Commissioner Mezmar and seconded by Commissioner Morales to approve the resolution adopting the Harlingen Downtown Improvement District Fund Budget Fiscal Year 2024-2025. Motion carried unanimously.

- p) Consideration and possible action to propose a desired Fiscal Year 2024-2025 tax rate.

Robert Rodriguez, Finance Director, stated that the county notified staff on Friday that the information had changed, and staff had to redo the numbers to reflect the change in budget. The voter approval rate was 0.520935%, and it did not affect the no-new revenue rate, but it did affect the voter approval rate. The new voter approval rate is 0.527524%, which is the rate we recommend going with, as it is reflected in the budget.

A short discussion was held regarding the tax rates of other cities in the Valley, whose rates are higher than Harlingen's, services provided by city-to-city employees and residents, such as trash collection twice a week, while other cities only provide this service once a week.

Commissioner Lopez requested a breakdown of the rates and cities to compare with other cities and an additional 5 years on the tax rate for Harlingen.

Motion was made by Commissioner Lopez and seconded by Commissioner Mezmar to approve a desired tax rate for Fiscal Year 2024-2025. Motion carried as follows: Mayor Pro-Tem Perez, YES; Commissioner Kinsley, YES; Commissioner Lopez, YES; Commissioner Mezmar, YES; Commissioner Morales, NO; ABSTAIN: None (Vote: 4-1-0)

Mr. Rodriguez stated they will publish a public hearing on the tax increase on September 4, 2024, which will be the date of our public hearing.

q) Consideration and possible action to approve a resolution accepting the Harlingen Waterworks System's Budget for Fiscal Year 2024-25.

Ron De La Garza, Finance Director/Assistant (Interim) GM, thanked the City Commission for helping them with the closing of the water development board funding. They received the money and are working on preparing the drawdowns to request funding for the projects in the planning and design phase. He provided a budget detailing the inclusion of all the expense totals – a breakdown of the interest expense that includes the money to pay the Water Development Board Loan for the next fiscal year.

Executive Summary shows: Fiscal Year 2025 -Total Revenues: \$28,190,746;

Expenses of \$27,902,989.00

Capital Outlay: \$29,931,304.00

Dead Principal Retirement: \$1,095,000.00

Presentation Outline - Adding:

Water maintenance technician: \$39,520.00

Skate Administrator (IT Dept.): \$78,000.00

Personal Expenses and proposing:

Cost of Living Adjustment of 3%: \$238,691.00

Merit Pay of 2%: \$159,128.00.00

Health Insurance increase of 5%: \$68,270.00

Operating Expenses:

Total Personnel Increase: \$663,049.00

Non-personnel cost: \$366,015.00

Chemical Increase: \$18,000.00

Capital Expenses:

Capital Improvement Projects: \$29,931,304.00

Capital Asset Equipment: \$3,690,985.00

Proposed Ending Balance: \$7,128,411.00

Proposed Cash Inflows/Revenues: \$27,248,916.00 – Working Capital Schedule

Cash Outflows: \$22,535,689.00

Incoming money from the Water Development Board: \$9,724,091 (less expenses)

Predicting Federal Grant Proceeds: \$3,146,292.00

Impact Fees from Water/Wastewater: \$500,000.00

Decrease in Working Capital: \$17,727,000.00

Ending Balance: \$24,855,809.00

Ending Balance September 30, 2024: \$7,128,411.00 - Estimating 115 Days of Working Capital

Actuals from the End of the Year (Audited) – 590 Days of Working Capital at present.

Schedule of Revenues (Gap basis) – Based on Increase in Rates - Predicted/Proposed Revenues:

Water: \$12,957,042.00

Wastewater: \$ 12,643,792.00

Total Operating Revenues: \$25,601,274.00

Investment Earnings for the year: \$1.5 million dollars.

Total non-operating revenue: \$2,589,472.00

Total Revenues: \$28,197,046.00.

Commissioner Lopez asked when the Little Creek Interceptor Project would start, what the timeline was, and what the ground-breaking ceremony would be.

Mr. De La Garza responded that the consultant was working on the design.

Gabriel Trevino, Utility Engineer, stated that the engineer is working on the design, but we must complete some aspects of planning. The environmental study is being done and the right of entry is being secured. The study may not take long, but the Water Development Board's review and approval time can vary.

Motion was made by Commissioner Morales and seconded by Mayor Pro-Tem Perez to approve a resolution accepting the Harlingen Waterworks System's Budget for Fiscal Year 2024-25. Motion carried unanimously.

11. Board Appointments:

Commissioner Mezmar re-appointed Maru De La Paz to the Harlingen Community Improvement Board.

Motion was made by Commissioner Morales and seconded by Commissioner Kinsley to approve the re-appointment of Maru De La Paz to the Harlingen Community Improvement Board. Motion carried unanimously.

12. Executive Session:

- a) Pursuant to Tx. Government Code Section 551.071 (1) and (2) – attorney consultation. Section 551.072 regarding property sale.

At 8:03 p.m., Mayor Sepulveda announced that the City Commission would convene in an executive session to discuss Item 12 (a).

Motion was made by Commissioner Lopez and seconded by Mayor Pro-Tem Perez to convene into Executive Session to discuss Item 12 (a). Motion carried unanimously.

13. Action on Executive Session Items:

At 8:32 p.m., Mayor Sepulveda announced that the City Commission had completed its Executive Session and declared the meeting open to the public.

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

Motion was made by Commissioner Lopez and seconded by Mayor Pro-Tem Perez to proceed as discussed in executive session. Motion carried unanimously.

14. Adjournment:

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

City of Harlingen

ATTEST:

Norma Sepulveda, Mayor

Amanda C. Elizondo, City Secretary

7a)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 2, 2024**

Agenda Item:

Consideration and possible action to approve a request from the Calvary Christian School requesting to close the eastside intersection of the 500 Block of East Williamson Avenue and alleyway and the westside intersection of North 7th Street and Williamson Avenue on Saturday, October 19, 2024, from 4:00 p.m. to 9:00 p.m. for their Annual Fall Festival event. Attachment (Police)

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

Signature: 

Brief Summary:

Andrea Martinez, Calvary PTFA, is requesting to close the eastside intersection of the 500 Block of East Williamson Avenue and alleyway and the westside intersection of North 7th Street and Williamson Avenue on Saturday, October 19, 2024, from 4:00 p.m. to 9:00 p.m. for their Annual Fall Festival.

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

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

Funding (if applicable):

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

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

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

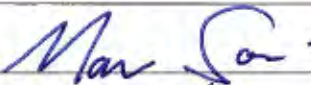
Staff Recommendation:

Staff recommends approval.

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

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

Comments:

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



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

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

TO: Chief of Police

DATE: 9/12/24

FROM: District Representative Benito Bravo #3412

RE: Street Closure for Calvary Christian School Fall Festival

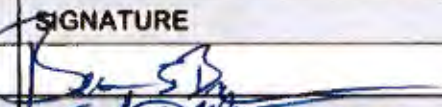
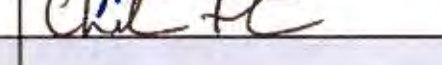
Requestor: Andrea Martinez / Calvary PTFA
Event Date: October 19, 2024
Event Time: 5:00 pm to 8:00 pm
Location: 1815 N. 7th Street, Harlingen, Texas

Ms. Martinez is requesting a street closure on behalf of the Calvary Christian School for their annual Fall Festival event. The event will be open to the public and will feature music, food, games and rides for children. The street closure being requested is from 4:00 pm to 9:00 pm on October 19, 2024. All the residents of the occupied lots within the street closure have provided their signature giving their approval for this street closure request. The closing of the streets will ensure the safety of the event participants and public.

If approved, barricades are to be delivered by the City of Harlingen Streets Department prior to 4:00 P.M. on Friday, October 18, 2024, and removed from the roadway on October 19, 2024, at 9:00 pm. The list of signatures mentioned above, and a copy of the map are attached to this IDC.

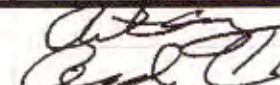
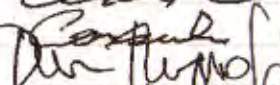
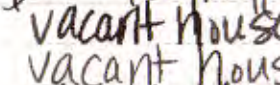
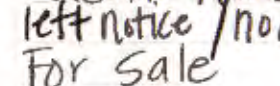
The following streets are requested to be temporarily closed throughout the duration of the event.

- Close the east side intersection of the 500 block of east Williamson Street and alleyway.
- Close the west side intersection of North 7th Street and Williamson Street.

	SIGNATURE	ID#	DATE
OFFICER / EMPLOYEE		3412	09/12/2024
SERGEANT / SUPERVISOR		3464	9/13/24
COMMANDER / MANAGER		3019	9-13-24
DEPUTY CHIEF			
ASSISTANT CHIEF			
CHIEF OF POLICE		2088	9-16-2024

Calvary Christian School - Fall Festival Road Closure

I, the undersigned, have read the given notice and have no objections regarding the partial road closure of Williamson Ave. from the stop sign at the corner of Williamson (where it meets 7th Street) going west to the end of the CCS Parking Lot on October 19, 2024. (As highlighted on the attached map.)

NAME	ADDRESS	SIGNATURE
Andy Chavez	517 Williamson	
Consuelo	505 Williamson	
Dan Reynolds	525 Williamson	
	529 Williamson	
	533 Williamson	vacant house
	601 Williamson	vacant house / for rent
	605 Williamson	left notice / no answer
	613 Williamson	For Sale

* Houses were visited several days during the week of 9/9/24 - 9/10/24. We spoke to the neighbors and they have not seen anyone at vacant houses. A notice was left twice in all mailboxes.

CALVARY CHRISTIAN SCHOOL FALL FESTIVAL



 Barricade

Benito Bravo - HPD

From: Frances Pena - HPD
Sent: Tuesday, September 3, 2024 5:48 PM
To: Hector Leal - HPD; Charles Fechner - HPD; Manuel Tovar - HPD; Benito Bravo - HPD; Jose J. Lopez - HPD; Orlando Gonzales - HPD; Raul Flores - HPD
Cc: Mike Kester - HPD; Danny Villarreal - HPD
Subject: Calvary Christian School - Fall Festival/road closure
Attachments: 2024 Letter to HPD - road closure.pdf

STREET CLOSURE REQUEST BELOW.

Get [Outlook for iOS](#)

From: Andrea Garza-Mtz <andreagarza09@gmail.com>
Sent: Tuesday, September 3, 2024 4:45 PM
To: Frances Pena - HPD <fpena@harlingentx.gov>
Cc: Lisa Marie Human <lisamarie.human@gmail.com>
Subject: Calvary Christian School - Fall Festival/road closure

Hello, Frances.

It's that time of year again! Our school is planning our annual Fall Festival, and I've included a letter requesting the partial road closure on Williamson, alongside the school. If you have any questions, please let me know. As always, thank you for your help year after year!

Andrea Martinez

CCS PTFA

361-720-0503

ROAD CLOSURE NOTICE

Calvary Christian School will host its 41st Annual

Fall Festival on Saturday, October 19 from 5 to 8

PM. For the safety of all who attend, most especially the children, the city is allowing this stretch of Williamson Street that runs along the north side of the school to temporarily be closed during the festival. We thank you for your cooperation in keeping the street safe!





August 27, 2024

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

ATTN: Frances Pena
RE: Partial Road Closure

Calvary Christian School will be hosting its annual Fall Festival event on Saturday, October 19, 2024 from 5-8 PM on the Calvary Campus at 1815 N. 7th Street in Harlingen.

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

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

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



Frances Pena - HPD

From: Eduardo Alvarez - HFD
Sent: Friday, September 13, 2024 9:20 AM
To: Frances Pena - HPD; Rafael Balderas - HFD; Ruben Balboa - HFD; Donna Henderson - HFD
Subject: Re: STREET CLOSURE REQUEST - CALVARY CHRIS

HFD has no issues with this closure.

E. Alvarez

Get [Outlook for iOS](#)

From: Frances Pena - HPD <fpena@harlingentx.gov>
Sent: Friday, September 13, 2024 8:32:46 AM
To: Eduardo Alvarez - HFD <ealvarez@harlingentx.gov>; Rafael Balderas - HFD <rbalderas@harlingentx.gov>; Ruben Balboa - HFD <rbalboa@harlingentx.gov>; Donna Henderson - HFD <dhenderson@harlingentx.gov>
Subject: STREET CLOSURE REQUEST - CALVARY CHRIS

Good Morning Asst. Fire Chief Alvarez:

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

1. CALVARY CHRISTIAN SCHOOL FALL FESTIVAL

Please provide your recommendation 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



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7(b)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 2, 2024**

Agenda Item:

Consideration and possible action to approve a request from Robert Euvino, Harlingen High School South Assistant Principal, to close the streets noted below on Thursday, October 24, 2024, from 5:00 p.m. to 7:00 p.m. for their Annual Homecoming Parade and Bonfire. Attachment (**Police**)

- West Bothwell Street / Dixieland Road (westside and northside of intersection)
- Ailani Circle (both westside intersections)
- Haverford Boulevard / Dixieland Road (eastside of intersection)
- West Adrian Street / Dixieland Road (westside and eastside of intersection)
- Topaz Drive / Dixieland Road (westside of intersection)
- Garrett Road / Dixieland Road (westside and northside of intersection)
- Harlingen South Baseball Complex / Dixieland Road (southside to stop northbound traffic)

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

Title: **Chief of Police**

Signature:



Brief Summary:

Robert Euvino, Harlingen High School South Assistant Principal is requesting to close the following streets on Thursday, October 24, 2024, from 5:00 p.m. to 7:00 p.m. for their Annual Homecoming Parade and Bonfire:

- West Bothwell Street / Dixieland Road (westside and northside of intersection)
- Ailani Circle (both westside intersections)
- Haverford Boulevard / Dixieland Road (eastside of intersection)
- West Adrian Street / Dixieland Road (westside and eastside of intersection)
- Topaz Drive / Dixieland Road (westside of intersection)
- Garrett Road / Dixieland Road (westside and northside of intersection)
- Harlingen South Baseball Complex / Dixieland Road (southside to stop northbound traffic)

The closures will ensure the safety of the attendees.

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

Funding (if applicable):

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

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

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

Staff Recommendation:

Staff recommends approval

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

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

Comments:

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



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

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

TO: Chief of Police

DATE: 09/17/2024

FROM: District Representative Jose J. Lopez #4950

RE: Harlingen High School South 2024 Annual Homecoming Parade Street Closure Request

Requestor: Robert Euyino – Harlingen High School South Assistant Principal

Event Date: ~~Thursday~~ October 24, 2024

Event Time: 5:00pm – 7:00pm

Location: Starting at High School South Parking lot and ending at Harlingen High School Baseball Complex

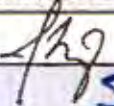
Description:

Harlingen South High School is having their Annual Homecoming Parade and Bonfire. They are requesting a street closure for ~~Thursday~~ October 24, 2024, from 5:00pm – 7:00pm. The parade will begin at the Harlingen High School South parking lot on the west side of the school and travel southbound on Dixieland Rd towards Harlingen High School South Baseball & Softball Complex. Harlingen Police School Resource Officers will be assisting with traffic control and stop traffic from traveling on Dixieland Rd.

Barricades are needed at the following locations:

- W. Bothwell St / Dixieland Rd (west and north side of intersection)
- Ailani Cir (both west side intersections)
- Haverford Blvd / Dixieland Rd (east side intersection)
- W. Adrian St / Dixieland Rd (west and east side of intersection)
- Topaz Dr / Dixieland Rd (west side intersection)
- Garrett Rd / Dixieland Rd (west and north side of intersection)
- Alleyway behind PetSmart
- Harlingen South Baseball Complex / Dixieland Rd (south side to stop northbound traffic)

If approved, barricades are to be delivered on Tuesday October 23, 2024, prior to 4:00pm. A copy of the map is attached.

	SIGNATURE	ID#	DATE
OFFICER / EMPLOYEE		4950	09/18/24
SERGEANT / SUPERVISOR		3461	9/18/24
COMMANDER / MANAGER			
DEPUTY CHIEF			
ASSISTANT CHIEF			
CHIEF OF POLICE		2088	9-18-24





HARLINGEN CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
HARLINGEN HIGH SCHOOL SOUTH

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

August 29, 2024

Dear Mayor Sepulveda:

Harlingen South Administration is seeking your approval on our Annual Homecoming Parade. We would like to host the parade on Thursday, October 24, 2024. If approved, we would like to invite you and the citizens of Harlingen to celebrate this annual event.

The Parade Route would start at Harlingen South and end at the Harlingen South Baseball/Softball Complex (see the map attached). We have requested traffic support from HPD as well as barricades to close the streets on the Parade route. The street closures would be from approximately 6:15-7:00 pm. The affected streets would be:

- Bothwell and Dixieland (blocking the south bound traffic at Dixieland)
- Ailani Circle (North and South at Dixieland)
- Haverford at Dixieland
- Adrian (East and West at Dixieland)
- Topaz at Dixieland
- Garrett (East and West at Dixieland)

The Baseball/Softball Complex would be the site for an abbreviated pep rally. Followed by the burning of the "S" from approximately from 7:15-7:30 pm. These activities would be under the supervision of Harlingen Fire Department, Harlingen Police Department, and campus personnel.

Your help in making our Homecoming Parade a reality will assure fond memories for all involved. If you need additional information, please do contact me at 427-3800 ext. 1513 or by email at robert.euvino@hcisd.org

Respectfully,

A handwritten signature in blue ink, appearing to read "R. Euvino".

Robert Euvino
Harlingen South
Assistant Principal



Frances Pena - HPD

From: Hermelinda Gonzales
Sent: Tuesday, September 17, 2024 4:08 PM
To: Frances Pena - HPD
Subject: FW: Annual Homecoming Parade 2024
Attachments: Mayor Sepulveda parade letter 2024.pdf

Hi Frances,
FYI

From: Laura Capetillo <laura.capetillo@hcisd.org>
Sent: Tuesday, September 17, 2024 3:49 PM
To: Norma Sepulveda <nsepulveda@harlingentx.gov>
Cc: Hermelinda Gonzales <hgonzales@harlingentx.gov>; Robert Euvino <robert.euvino@hcisd.org>; Laura Capetillo <laura.capetillo@hcisd.org>
Subject: Annual Homecoming Parade 2024

Good afternoon, Mayor Sepulveda,

I hope this email finds you well. In this email I have attached a letter seeking your approval for our Annual Homecoming Parade and Bonfire on *Thursday* October 24, 2024.

Your help in making our Homecoming Parade a reality will assure fond memories for all involved. If you need additional information, please do contact me at 427-3800 ext. 1513 or by email at robert.euvino@hcisd.org.

Have a great day!

Respectfully,



Laura Capetillo
Assistant Principal Secretary
1111S-South 956-427-3800 ext 1513
laura.capetillo@hcisd.org

Experience HCISD



Frances Pena - HPD

From: Eduardo Alvarez - HFD
Sent: Thursday, September 19, 2024 9:26 AM
To: Frances Pena - HPD
Subject: RE: STREET CLOSURE REQUEST - HHS SOUTH PARADE & BONFIRE

HFD has no issues with these closures.

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



From: Frances Pena - HPD <fpena@harlingentx.gov>
Sent: Wednesday, September 18, 2024 2:01 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 REQUEST - HHS SOUTH PARADE & BONFIRE

Good Afternoon Asst. Fire Chief Alvarez:

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

1. HHS SOUTH HOMECOMING PARADE & BONFIRE

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

7(c)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 2, 2024**

Agenda Item:

Consideration and possible action to adopt an ordinance on second and final 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**)

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

Signature: *Xavier Cervantes*

Funding (if applicable):

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

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

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

Staff Recommendation:

Staff recommends approval subject to the ordinance.

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

Comments:

City Attorney's approval: *Man I* ☒ 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 2nd day of October, 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(d)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 2, 2024**

Agenda Item:

Consideration and possible action to adopt an ordinance on second and final 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*

Funding (if applicable):

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

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

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

Staff Recommendation:

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

1. Obtaining and maintaining the proper State and City permits;
2. 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: *Ma [Signature]* ☒ 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 (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 2nd day of October, 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

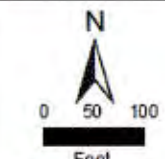
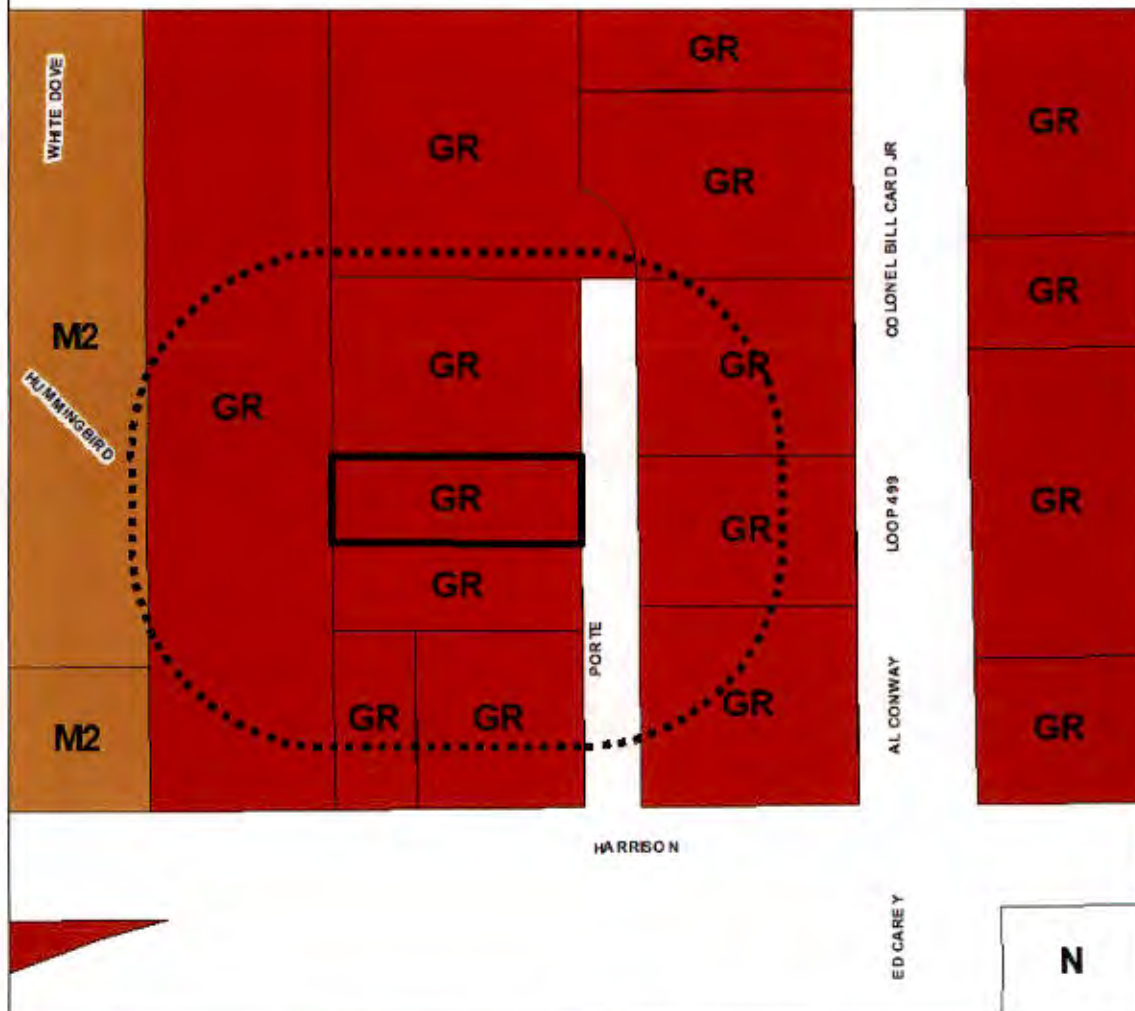
Norma Sepulveda, Mayor

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



Boundary lines

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

Zoning Designations

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

This map has been produced by the City of Harlingen for the sole purpose of locating jurisdictional boundaries and is not intended for any other. The map data is compiled from various sources including orthophoto imagery, engineer plans and plats, survey field notes, and other sources. This map is intended for graphic representation only. No warranty is made by the City regarding its accuracy or completeness. Before relying on any information on the map, check with the Planning Department. Date of map 08.20.2024

7(e)

City of Harlingen
Agenda Item Request Form

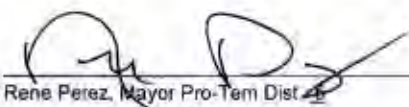
We, hereby request the following item to be added to the October 2, 2024, City Commission Agenda:

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

1. 1800 Block of West Lamb



Frank Morales, Commissioner Dist. 4



Rene Perez, Mayor Pro-Tem Dist. 4

8(c)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 2, 2024**

Agenda Item:

Consideration of a discussion regarding the possible future adoption of the 2024 International Codes and the 2023 National Electrical codes. Applicant: City of Harlingen

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

Signature: *Xavier Cervantes*

Brief Summary:

Summary

- The City of Harlingen adopted the 2018 International Building Codes and the 2017 Electrical Codes in May of 2020.
- The adoption of the most current codes and standards is the most efficient and effective method of creating safe environments that protect and improve public health, safety, general welfare and the economic interests of the community.
- The adoption of the most current codes and standards provides the opportunity for cost savings based on the usage of the latest technology and practices (i.e. plastic pipe for plumbing, trusses vs. dimensional lumber, engineered wood products, etc.) and assures that products and materials are available in the market and comply with specifications and testing standards referenced in the code.
- According to the Insurance Service Office (ISO), communities with well-enforced, up-to-date codes generally fare better in the face of hazards.
- The current codes are in excess of 6 years of age which result in a lower classification by the Insurance Services Office, Inc (ISO). Failure to adopt the most recent codes would inevitably result in a higher classification from the ISO. This would result in higher insurance premiums for the local property owners.
- A survey was conducted to show what the different communities in the Rio Grande Valley are currently enforcing. The table with the comparison can be found in **Attachment I**.
- A list of changes from the 2018 International Building codes to the proposed 2024 International Codes is shown in **Attachment II**.
- In the proposed ordinance it states that the new codes will take effect after the six-month anniversary of the adoption of the ordinance.

Funding (if applicable):

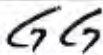
Are funds specifically designated in the current budget for the full ☐ Yes ☐ No*

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

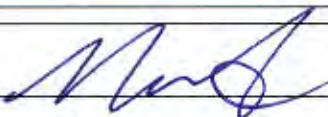
Finance Director's approval: ☐ Yes ☐ No ☐ N/A

Staff Recommendation:

Staff recommends approval.

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

Comments:

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

Attachment I

RGV ADOPTED CODES COMPARISONS

As of September 16, 2024

CITY	ADOPTED CODE
Los Fresnos	2018 International Codes
South Padre Island	2018 International Codes
Brownsville	2018 International Codes
Edinburg	2018 International Codes
La Feria	2021 International Codes
McAllen	2018 International Codes
Mission	2021 International Codes
Pharr	2018 International Codes
San Benito	2024 International Codes
San Juan	2018 International Codes
Weslaco	2015 but getting ready to adopt the 2021 codes

2024 IBC Significant Changes

105.2 Fences Not Exempt from Permit

Fences up to 7 feet in height no longer exempt from permit requirements where utilized as a swimming pool barrier.

Recognizes life safety protection provided by minimum fence height, limitation on size of any openings, lack of climb ability, and controlled gate access.

Permit requirement provides mechanism for ensuring fence and its installation go through the plan review and inspection process

304.1 Group B Occupancy Classification

Electronic data processing has been modified to electronic data entry.

Data entry is considered an activity performed in an office environment.

Data processing is essentially automated work occurring in facilities typically accessed solely by maintenance personnel.

More appropriately classified as Group F - Lithium-ion and lithium metal battery testing, research and development activities newly addressed specifically and identified as Group B - Moderate-hazard classification is appropriate due to extensive protection features as established in IFC 1207, including: Detection, Suppression, Explosion control

306.2 Group F Occupancy Classification *

Distilleries and similar alcohol beverage alcoholic beverage manufacturing facilities now considered as Group F-1. occupancies where alcohol content exceeds 20 percent. Previous threshold for Group F-1 classification was 16 percent.

Group F-2 classification now applicable where alcohol content is 20 percent or less. Provides consistency with recognition that: Beverages with alcohol content greater than 20 percent is considered an ignitable liquid requiring further regulation. Where alcohol content does not exceed 20 percent, beverages in glass or ceramic containers considered as Class I commodities.

306.2 Group F Occupancy Classification

Group F-1 occupancy classification also now includes: Energy storage systems (ESS) and equipment containing lithium-ion or lithium metal batteries
Manufacture of lithium-ion batteries
Manufacture and assembly of vehicles powered by lithium-ion or lithium metal batteries
Recognition as Group F-1 based on moderate degree of hazard due to large part to safeguards mandated in IFC.

Attachment II – Changes from the existing codes

310.4 Group R Occupancy Classification

In addition to several clarifications of various residential uses, the lodging house provisions have been revised. Emergency services living quarters introduced as congregate living facilities Scoping provisions for bed and breakfast establishments and similar lodging houses classified as a Group R-3 occupancy no longer mandate a maximum of 10 occupants. In addition, no longer an occupant load limit required for construction of an owner-occupied lodging house under the International Residential Code Threshold of five guest rooms remains as sole factor for lodging house classification

411.3 Special Amusement Area Alarms

Requirements addressing the detection and notification of fire conditions in special amusement areas have been clarified and correlated with IFC provisions. An automatic smoke detection system to be provided "throughout" buildings containing special amusement areas, along with an emergency voice/alarm communication (EVAC) system.

Provisions established for: Alarm pre-signal, Alarm activation, EVAC system

510.2 Horizontal Building Separations

Where the horizontal building separation allowance (podium buildings) of Section 510 is applied, the restriction on occupant loads for the upper building has been eliminated

Previously, the only Group A occupancies permitted above the podium level were those with an occupant load of less than 300. In addition, where vertical offsets occur in the horizontal separation required between the upper and lower buildings, the offsets shall be constructed as for fire barriers

903.2, 903.3.1.1.3 Automatic Sprinkler Protection for Batteries

Allowance to exempt sprinkler protection for battery areas in telecommunications buildings where automatic smoke detection and fire resistive separation is provided has been modified to those conditions where such battery areas not required to have sprinkler system per IFC Section 1207. Where sprinkler protection required for areas containing lithium-ion or lithium metal batteries, design of system to be based on series of fire tests involving scenarios that address range of variables associated with arrangement of hazards to be protected. Tests to be conducted or witnessed and reported by approved testing laboratory

903.2 Sprinkler System Required – Lithium-ion and Lithium Metal Batteries

Sprinkler systems are required in certain Group B, F-1, M and S-1 occupancies where these batteries are involved.

Not limited to use in Energy Storage Systems as previously done. Addresses the unique fire hazard the batteries create and the potential for a thermal runaway fire.

Sprinkler required for: Group B: Laboratories, testing, research and development of batteries Group F-1: Manufacture of batteries or vehicles, ESS or equipment using them Group M: Storage Group S-1: Storage or repair of vehicles powered by these batteries with fire area over 500 square feet

Attachment II – Changes from the existing codes

907.2.11.3 Smoke Alarms Near Cooking Appliances

Modifies the location requirements applicable to smoke alarms due to changes in the listing standard. New testing standards help reduce nuisance alarms caused by cooking sources. Align with NFPA 72 and UL 217 Requires 10-foot horizontal separation to permanently installed cooking appliance, with exception permitting reduction to 6 feet to ensure detectors are installed where required by 907.2.11.1 or 907.2.11.2. Code previously used 20 feet, 10 feet or 6 feet, depending on alarm type.

1015.8 Window Openings in Group R-2 and R-3 Buildings

Scope of Section 1015.8 is windows in Group R-2 and R-3 buildings including dwelling units where: Bottom of clear opening of operable window located less than 36 inches above finished floor and more than 72 inches above finished grade or other surface below on exterior of building. Provisions reorganized to regulate two conditions: Windows located less than 75 feet but more than 6 feet above exterior grade or surface below Window openings located 75 feet or more above exterior grade or surface below

1029.3 Wall and Opening Protection at Egress Courts

New exception eliminates the egress court requirements for a fire resistance-rated wall and protected openings when the occupants have multiple egress path options. With options, it is unlikely that both egress paths would be blocked. Conceptually similar to existing exception permitted for egress balconies in Section 1021.2. Walls with limited fire separation distance would still require protection based on those requirements, but not necessarily based on the egress court protection requirement.

1107.2 Electrical Vehicle Charging Stations

Electrical vehicle charging stations serving Group R-2 occupancies must now comply with accessible provisions of Section 1107.2.

Exemption continues to apply to Groups R-3 and R-4 Electrical vehicle charging stations not required to be accessible where used exclusively by: Buses, Trucks, Other deliver vehicles, Law enforcement vehicles, Motor pools

1208 Dwelling Unit Size

Minimum size of 70 square feet has been established for sleeping units. Previously unaddressed, now consistent with minimum size required for habitable rooms of a dwelling unit. Dwelling units now required to have a minimum of 190 square feet of habitable space. Provides consistency with minimum size required for efficiency dwelling units.

1403.13, 1403.14, 1404.19 Exterior Wall Materials and Installation

Two additional types of materials now approved for exterior wall construction when meeting Section 1403. Fiber-mat reinforced cementitious backer units Permitted as an exterior substrate for application of exterior finish materials when in compliance with ASTM C1325.

Attachment II – Changes from the existing codes

Installation regulated by new Section 1404.19. Insulated vinyl siding, Permitted as siding material when conforming to ASTM D7793

Newly defined as: Continuous insulation cladding product, with manufacturer-installed foam plastic insulating material as an integral part of cladding product with thermal resistance not less than R-2.

1409 Insulated Metal Panels (IMP)

New provisions now regulate the materials, construction and quality of insulated wall panels (IMP) used as exterior walls and exterior wall coverings. MP newly defined a factory manufactured panel consisting of metal facings and an insulation core intended for use as a system forming an exterior wall, an exterior wall covering, a roof covering or roof assembly of a building. Provisions vary based upon whether insulating materials are combustible or noncombustible. Although regulated similar to MCMs, they need their own provisions due to variety of insulating materials that are permitted

1502.3 Roof Drainage Scuppers

Scupper requirements for secondary roof drainage removed from IBC as they are addressed in full by IPC. Previously, IBC was incomplete as it did not contain all applicable provisions set forth in IPC. Retention of Section 1502.2 maintains requirement for secondary roof drains or scuppers, where applicable, with reference to required compliance with Chapter 11 of IPC. Does not require specific adoption of IPC due to application of Section 102.4 recognizing referenced standards as an extension of the IBC.

1705.2.6 Special Inspection—Metal Building Systems

New special inspection requirement complement new provisions applicable to metal building systems now found in IBC Section 2214. Metal building systems are typically heavily dependent on bracing components to function per the design. Due to a previous lack of special inspection requirements for these components, inspection of the completed installation of these critical components was often overlooked. While individual components are often covered by fabricator special inspections and tests, metal building systems are often unique Approved agency to perform inspections of erected metal building system to verify compliance with approved construction documents.

Table 1705.3 Special Inspection—Reinforcing Bar Welding

Continuous special inspection provisions for welding of reinforcing steel in concrete construction have been coordinated with ACI 318. Reinforcement, Special moment frames, Boundary elements of special structural walls, Coupling beams, Reinforcement splices, Primary tension reinforcement in corbels

2406.1 Multi-pane Glazed Assemblies

It has been clarified that every pane in multi-pane glass assemblies be safety glazing where located in hazardous locations as identified in Section 2406.4. For example, clarifies that center panes in a multi-pane assembly must also comply as safety glazing.

Attachment II – Changes from the existing codes

Table 2902.1 **Minimum Number of Fixtures for Institutional Facilities**

Additional and more detailed information, along with reformatting, brings the Institutional portion of Table 2902.1 current with the best practices of the health-care industry. Previous table did not adequately distinguish between employees, customers, patients and inmates in certain types of facilities.

3111.3.5 **Elevated PV Support Structures**

Overhead photovoltaic support structures now regulated where potential exists for people or vehicles in space beneath them. Not applicable where installed over agricultural use,

Where installed over open-grid framing or noncombustible deck: Panels to be tested, listed and labeled with fire type rating per UL 1703, or per UL 61730 1&2. Panels marked “not fire rated” not to be installed on elevated PV support structures. Where installed over roof assembly, panel system to have fire classification in accordance with Section 1505.9

2024 IRC Significant Changes

Wind loads Section (Structural Loads R301)

Lateral loads on studs, Fasteners of studs to framing, Sheathing and its fasteners, Gable endwall overhangs, Suction on rafters/purlins, Roof uplift connectors

R302.1 **Exterior Walls** Measurement of fire separation distance when there are multiple dwellings or townhouse buildings on the same lot is added.

R302.3 **Two-family dwellings** Two-family dwellings have updated fire resistance requirements for improved clarity.

R302.3.5 **Stacked Dwelling** Units Details are added for stacked two family dwelling units.

R302.3.6.1 **Opening protection**

Openings from a shared accessory room into a sleeping room not be permitted. Other openings equipped with a self-closing or automatic-closing device and: Solid wood doors not less than 1-3/8 inches in thickness, Solid or honeycomb core steel doors not less than 1-3/8 inches thick, Fire door assembly with a 20-minute fire-protection rating.

R302.3.6.2 **Duct penetration**

Ducts penetrating the walls or ceilings separating the dwelling from the shared accessory room, Shall not have openings into the shared accessory room, Constructed of a minimum No. 26 gage sheet steel, Other approved material.

R303.1, R303.8 **Foam Plastics**

New standards for foam plastic materials and their applications are added.

R310 **Smoke Alarms**

Adds requirement for smoke alarms to meet manufacturers installation instructions, Clarifies locations for smoke alarms.

R317.6, R317.7 **EV Charging** E

EV charging stations must be installed per NEC, listed and labeled per UL 2202 with supply equipment listed and labeled per UL 2594.

Attachment II – Changes from the existing codes

R318.7 **6 Stair Landings**

Stair landings have all exceptions grouped into one section. Top landings may be on the opposite side of a door. Landings may be up to 7¼ inches below the threshold. No top landing required with less than 3 risers. Exterior stairs to grade must have a bottom landing.

R318.8 **Ramps Handrails** requirements for ramps are deleted and the ramp section is relocated.

R329.6.4 **BIPV Systems Building-integrated photovoltaic (BIPV) systems** should be marked from below to identify hazardous areas for emergency responders.

R330.4 **Energy Storage System Locations**

ESS may be stored in basements and utility spaces if specific requirements are met to protect building occupants. Openings and penetrations in ESS storage spaces shall be protected similar to garages.

R330.8 **Impact Protection Energy Storage Systems** must be protected from potential vehicle impact regardless of where they are located (exterior, garage, carport)

R502.11 **Roll Bracing**

Details for bracing a floor when attaching a guard are added. Blocking for joists perpendicular to the floor edge. Blocking for joists parallel to the floor edge. Blocking added between floor joists.

R506.2 **Post-tensioned Slabs**

A referenced standard for posttensioned slabs on ground is added to the IRC.

R506.2.3 **Vapor Retarder**

The minimum thickness of vapor retarders is changed back to 6 mil.

Table R602.3(1) **Roof Sheathing Fastener Schedule**

Fastener spacing applies where roof framing SG $\geq$ 0.42. Where roof framing $\leq$ 0.42 SG $\leq$ 0.35, fastening of roof sheathing shall be with RSR503 (2½" x 0.131" x 0.281" head) nails.

R909 **Roof Coatings**

A new section lists the ASTM standard applicable to each roof coating referenced in the IRC.

SECTION R909 **ROOF COATINGS R909.1 General**. The installation of a roof coating on a roof covering shall comply with the requirements of Section R902, R904 and this section. Roof coatings shall be installed in accordance with the manufacturer's installation instructions. R909.2 Material standards. Roof coating materials shall comply with one of the standards in Table R909.2.

M1502.6 **Makeup Air and Closets**

Minimum opening size requirements added for closet door transfer air grill. Min. of 100 square inches. Installations exhausting more than 200 cfm must have makeup air (any location)

Attachment II – Changes from the existing codes

Fuel Gas Ch. 24

G2407.1 Combustion, ventilation and Dilution Air The section on corrosive and flammable products is rewritten to require a mechanical room or direct vented appliances.

G2407.12 Protection from Fumes and Gas

The section on corrosive and flammable products is rewritten to require a mechanical room or direct vented appliances.

P2801.6.3 Appliance, Equipment and Insulation in Pans If an appliance is subject to water damage, it must be elevated above its pan.

E3607.2 Grounding Electrode ⚡

Additional locations are prohibited as locations to connect the grounding conductor. A grounded conductor shall not be connected to: Normally non-current-carrying metal parts of equipment, Equipment grounding conductor(s). Be reconnected to ground on the load side of the service disconnecting means

E3704.2 Feeder Loads ⚡

The feeder load calculation table adds EV cars and other vehicles to the calculation procedure

EV supply equipment (EVSE) load shall be 7200 watts or the nameplate rating of the equipment, whichever is greater.

E3901.4 Countertop and Work Surface Receptacles Islands and countertops may no longer have receptacle outlets below the counter.

- Receptacles must be on or above countertops
- Receptacles **prohibited below** countertops
- Receptacles **prohibited flat** on countertops

E3902.12 Appliance Outlets – GFCI Protected

1. Drinking water coolers and bottle fill stations 2. High pressure spray washing machines 3. Sump pumps 4. Dishwashers 5. Electric ranges 6. Wall-mounted ovens 7. Counter-mounted cooking units 8. Clothes dryers 9. Microwave ovens.

E3902.14 Outdoor Outlets

Outdoor outlets must be GFCI protected with a few exceptions

Exceptions: Lighting outlets, Not readily-accessible receptacles dedicated to electric snow melting or deicing, HVAC equipment (expires 9-1-2026)

E3905.13 Fastener Penetration

A new section is added limiting screw fastener penetration into boxes.

ORDINANCE NO.

AN ORDINANCE REPEALING ORDINANCE 14-9 OF THE CITY OF HARLINGEN, AND ADOPTING THE 2024 EDITION INTERNATIONAL CODES, BY THE INTERNATIONAL CODE COUNCIL, INC. TO INCLUDE;

INTERNATIONAL BUILDING CODE,

INTERNATIONAL RESIDENTIAL CODE FOR ONE AND TWO-FAMILY DWELLINGS,

INTERNATIONAL FIRE CODE,

INTERNATIONAL WILDLAND URBAN INTERFACE CODE,

INTERNATIONAL ENERGY CONSERVATION CODE,

INTERNATIONAL MECHANICAL CODE,

INTERNATIONAL PLUMBING CODE,

INTERNATIONAL FUEL GAS CODE,

INTERNATIONAL PRIVATE SEWAGE DISPOSAL CODE,

INTERNATIONAL EXISTING BUILDING CODE,

INTERNATIONAL SWIMMING POOL AND SPA CODE,

INTERNATIONAL PROPERTY MAINTENANCE CODE,

ICC PERFORMANCE CODE FOR BUILDINGS AND FACILITIES, INTERNATIONAL GREEN CONSTRUCTION CODE,

AND ADOPTING THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 101 LIFE SAFETY CODE, INCLUDING THE ANNEX CHAPTERS,

AND ADOPTING THE 2023 EDITION OF THE NATIONAL ELECTRIC CODE (NFPA 70), INCLUDING THE ANNEX CHAPTERS,

AND REPEALING ALL CITY ORDINANCES IN CONFLICT HERewith AND ORDAINING OTHER MATTERS RELATING TO THE FOREGOING.

BE IT ORDAINED BYTHE CITY COMMISSION OF THE CITY OF HARLINGEN THAT;

SECTION 1: Ordinance 14-9 be repealed by adopting the 2024 Edition International Codes including the Appendix Chapters by the International Code Council, Inc., to include;

International Building Code,

International Residential Code for One and Two Family Dwellings,

International Fire Code,

International Wildland Urban Interface Code,

International Energy Conservation Code,

International Mechanical Code,

International Plumbing Code,

International Fuel Gas Code,

International Private Sewage Disposal Code,

International Existing Building Code,

International Swimming Pool and Spa Code,

International Property Maintenance Code,

ICC Performance Code for Building and Facilities,

International Green Construction Code,

And adopting the National Fire Protection Association (NFPA) 101 Life Safety Code, including the Annex Chapters,

And adopting the 2023 Edition of the National Electric Code (NFPA 70), including the Annex Chapters.

SECTION 2: Any person, individual corporation, partnership, or entity of any type violating the provisions of these codes shall be guilty of a misdemeanor and shall be fined not less than \$1.00 or not to exceed \$2,000.00. Each day that a violation occurs or continues to exist it shall be considered a separate offense.

SECTION 3: All ordinances or part of ordinances in conflict herewith are hereby repealed.

SECTION 4: If any section, subsection, sentence, clause, or phrase of this ordinance is, for any reason, held to be unconstitutional; such decision shall not affect the validity of the remaining portions of this ordinance. The City of Harlingen hereby declares that it would have passed this ordinance, and each section, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional.

SECTION 5: Nothing in this ordinance or the Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, any rights acquired, or liability incurred, or any cause or causes of action acquired or existing under any actor ordinance hereby repealed as cited in Section 3 of this ordinance; nor shall any just or legal right or remedy of any character be lost impaired or affected by this ordinance.

SECTION 6: 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 circulation in the City of Harlingen, Cameron County, Texas.

SECTION 7: The rules, regulations, provisions, requirements, orders and matters established and adopted in this ordinance hereby shall take effect after the six-month anniversary of the passage of this ordinance.

NOW THEREFORE, BE IT ORDAINED by the City Commission of the City of Harlingen, Texas that said City Commission wishes to comply with said Ordinance and to provide for enforcement of the requirements set out in the International Codes by the International Code Council, Inc. to safeguard life, health, public welfare and the protection of property within the City of Harlingen, the aforementioned requirements are hereby adopted and shall become effective after the six-month anniversary of the passage of this ordinance.

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

9(a)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 2, 2024**

Agenda Item:

Public hearing for a Special Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Retail ("GR") District for a Stripes Convenience Store, located at 202 N. Ed Carey Drive, bearing a legal description of Lot 1, Block 1, Camino Real Subdivision. Applicant: Tim Ilaoa c/o 7-Eleven Inc. **(Planning & Development)**

Prepared By: Xavier Cervantes, AICP, CPM

Title: Planning and Development Director

Signature: *Xavier Cervantes*

Brief Summary:

Project Timeline

- August 19, 2024 – Application for Special Use Permit (SUP) submitted to the City. **(ATTACHMENT I and II)**
- August 30, 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.
- September 18, 2024 – Public hearing and consideration of requested Special Use Permit 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

- Pursuant to Section 111-62 the City of Harlingen's Code of Ordinances, the sale of alcoholic beverages for on-site consumption in a General Retail ("GR") District requires the approval of a Special Use Permit (SUP) by the City Commission.
- 7-Eleven Inc., the applicant, is requesting a Special Use Permit to allow for the sale of alcohol for on-site consumption out of an existing Stripes Convenience Store. The Stripes Convenience Store is approximately 2,982 square feet. **(ATTACHMENT III)**
- According to the site plan and information submitted, the applicant has applied to change their TABC application from a "Wine and Malt Beverage Retailers Off-Premise Permit ("BQ") to a Wine and Malt Beverage Retail Dealer's On-Premise Permit ("BG"), which allows for the sale of wine and malt beverages for on- and off-premise consumption. The applicant is proposing to sell a wine based ready-to-drink product known as the "Margarita" for on-premise consumption. Seating indoors will be provided for the on-premise consumption. The hours of operation will be everyday from 7:00 a.m. to 12:00 p.m. Eleven (11) parking spaces are required, and sixteen (16) parking spaces provided. **(ATTACHMENT IV AND V)**
- Surrounding properties are zoned General Retail ("GR") District to the north, east and west, and Not Designated ("N") District to the south. Surrounding land uses consist of Nova Medical Centers to the north, Dennys Restaurant to the east, and Tejano Mart to the west. South of the subject property is Expressway 77 and

further south is Xoom Convenience Store. (ATTACHMENT VI and VII)

- The Building Inspections Department, Fire Prevention Bureau, Harlingen Police Department, and Health Department have reviewed the application and recommended approval of the Special Use Permit. (ATTACHMENT VIII-XI)
- In accordance with the Zoning Chapter of the Code of Ordinances, the P&Z Commission and City Commission may impose requirements and conditions of approval as are needed to ensure that a use requested by a SUP is compatible and complementary to adjacent properties.
- To present, the Planning and Development Department has not received any calls opposition to the requested special use permit.

Funding (if applicable):

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

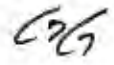
*If no, specify source of funding and amount requested:

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

Staff Recommendation:

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

1. Must obtain and maintain the proper State and City permits;
2. Must maintain the required parking in accordance with city regulations;
3. Must provide video surveillance with a minimum 30 day retention;
4. Must comply with the requirements administered by Planning and Zoning, Building Inspections, Fire Prevention, Health and Police Departments; and
5. Hours of operation shall be from 7:00 am to 12:00 pm, everyday.

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

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

9(b)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 2, 2024**

Agenda Item:

Public hearing for a Special Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Retail ("GR") District, for a Stripes Convenience Store, located at 1250 N. 77 Sunshine Strip, bearing a legal description of Lot 11 and the West ½ of Lot 12, Block 1, North Crown Heights Subdivision. Applicant: Tim Ilaoa c/o 7-Eleven Inc. **(Planning & Development)**

Prepared By: Xavier Cervantes, AICP, CPM

Title: Planning and Development Director

Signature: *Xavier Cervantes*

Brief Summary:

Project Timeline

- August 19, 2024 – Application for Special Use Permit (SUP) submitted to the City. **(ATTACHMENT I and II)**
- August 30, 2024 – In accordance with State and local law, notice of required public hearings published in the Valley Morning Star and mailed to all property owners within 200 feet of subject tract.
- August 31, 2024 – In accordance with State and local law, notice of required public hearings mailed to all property owners within 200 feet of subject tract.
- September 11, 2024– Public hearing and consideration of requested Special Use Permit by the Planning and Zoning Commission.
- September 18, 2024 – Public hearing and consideration of requested Special Use Permit 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

- Pursuant to Section 111-62 the City of Harlingen's Code of Ordinances, the sale of alcoholic beverages for on-site consumption in a General Retail ("GR") District requires the approval of a Special Use Permit (SUP) by the City Commission.
- 7-Eleven Inc., the applicant, is requesting a Special Use Permit to allow for the sale of alcohol for on-site consumption out of an existing Stripes Convenience Store. The Stripes Convenience Store is approximately 2,400 square feet. **(ATTACHMENT III)**
- According to the site plan and information submitted, the applicant has applied to change their TABC application from a "Wine and Malt Beverage Retailers Off-Premise Permit ("BQ") to a Wine and Malt Beverage Retail Dealer's On-Premise Permit ("BG"), which allows for the sale of wine and malt beverages for on- and off-premise consumption. The applicant is proposing to sell a wine based ready-to-drink product known as the "Margarita" for on-premise consumption. Seating will be provided indoors for the on-premise consumption. The hours of operation will be everyday from 7:00 a.m. to 12:00 p.m. Nine (9) parking spaces are required, and sixteen (15) parking spaces provided. **(ATTACHMENT IV AND V)**
- Surrounding properties are zoned General Retail ("GR") District to the south, east and west, and Residential, Single Family ("R-1") District to the south. Surrounding

land uses consist of single family homes to the north, Laundry Land to the south, Tropical Texas Center to the east, and a Stripes Convenience Store that is under construction. **(ATTACHMENT VI AND VII)**

- The Building Inspections Department, Fire Prevention Bureau, Harlingen Police Department, and Health Department have reviewed the application and recommended approval of the Special Use Permit. **(ATTACHMENT VIII-XI)**
- In accordance with the Zoning Chapter of the Code of Ordinances, the P&Z Commission and City Commission may impose requirements and conditions of approval as are needed to ensure that a use requested by a SUP is compatible and complementary to adjacent properties.
- To present, the Planning and Development Department has not received any calls opposition to the requested special use permit.

Funding (if applicable):

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

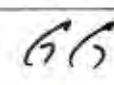
*If no, specify source of funding and amount requested:

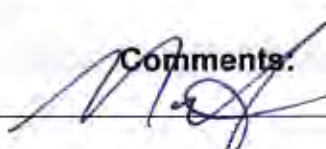
Finance Director's approval: ☐ Yes ☐ No ☐ N/A

Staff Recommendation:

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

1. Must obtain and maintain the proper State and City permits;
2. Must maintain the required parking in accordance with city regulations;
3. Must provide video surveillance with a minimum 30 day retention;
4. Must comply with the requirements administered by Planning and Zoning, Building Inspections, Fire Prevention, Health and Police Departments; and
5. Hours of operation shall be from 7:00 am to 12:00 pm, everyday.

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

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

Comments:

9(c)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 2, 2024**

Agenda Item:

Public hearing for a Special Use Permit (SUP) to allow the sale of alcoholic beverages for on-premise consumption in a General Retail ("GR") District, for a Stripes Convenience Store located at 1313 Haverford Boulevard, bearing a legal description of Lot 1, Haverford Place Section 1 Subdivision. Applicant: Tim Ilaoa c/o 7-Eleven Inc.
(Planning & Development)

Prepared By: Xavier Cervantes, AICP, CPM

Title: Planning and Development Director

Signature: *Xavier Cervantes*

Brief Summary:

Project Timeline

- August 19, 2024 – Application for Special Use Permit (SUP) submitted to the City. **(ATTACHMENT I)**
- September 10, 2024 – In accordance with State and local law, notice of required public hearings mailed to all property owners within 200 feet of subject tract.
- September 14, 2024 – In accordance with State and local law, notice of required public hearings published in the Valley Morning Star and mailed to all property owners within 200 feet of subject tract.
- September 25, 2024 – Public hearing and consideration of requested Special Use Permit by the Planning and Zoning Commission.
- October 2, 2024 – Public hearing and consideration of requested Special Use Permit via 1st ordinance reading scheduled before the City Commission.
- October 16, 2024 – Pending approval of 1st ordinance reading, consideration of approval of 2nd ordinance reading scheduled before the City Commission.

Summary

- Per Section 111-62 the City of Harlingen's Code of Ordinances, the sale of alcoholic beverages for on-site consumption in a General Retail ("GR") District requires the approval of a Special Use Permit (SUP) by the City Commission.
- 7-Eleven Inc., the applicant, is requesting a Special Use Permit to allow the sale of alcohol for on-site consumption in an existing Stripes Convenience Store located at 1313 Haverford Boulevard. The Stripes Convenience Store is approximately 3,000 square feet. **(ATTACHMENT II, III)**
- Based on the site plan and information submitted, the applicant has applied to change their TABC application from a "Wine and Malt Beverage Retailers Off Premise Permit ("BQ") to a Wine and Malt Beverage Retail Dealer's On-Premise Permit ("BG"), which allows for the sale of wine and malt beverages for on- and off-premise consumption. The applicant is proposing to sell a wine based ready-to-drink product known as the "Margarita" for on-premise consumption. Seating will be provided indoors for the on-premise consumption. The hours of operation will be every day from 7:00 a.m. to 12:00 p.m. Eleven (11) parking spaces are

required, and fourteen (14) parking spaces are provided. **(ATTACHMENT II, III)**

- Surrounding properties are zoned General Retail ("GR") District to the north, east, south, and west. Surrounding land uses consist of a commercial plaza to the north, a canal and park to the east, single family residences to the south, and a children's daycare to the west. **(ATTACHMENT IV, V)**
- The Building Inspections Department, Fire Prevention Bureau, Harlingen Police Department, and Health Department have reviewed the application and recommended approval of the Special Use Permit. **(ATTACHMENT VI-VIII)**
- In accordance with the zoning ordinance, the P&Z Commission and City Commission may impose requirements and conditions of approval as needed to ensure that a use requested by a SUP is compatible and complementary to adjacent properties.
- To the present, the Planning and Zoning Department has received no phone calls in opposition from the surrounding property owners regarding the proposed request. Staff mailed out sixteen (16) legal notices to the surrounding property owners.

Funding (if applicable):

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

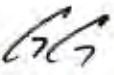
*If no, specify source of funding and amount requested:

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

Staff Recommendation:

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

1. Must obtain and maintain the proper State and City permits;
2. Must maintain the required parking in accordance with city regulations;
3. Must provide video surveillance with a minimum 30 day retention; and,
4. Must comply with the requirements administered by Planning and Zoning, Building Inspections, Fire Prevention, Health and Police Departments
5. Hours of operation shall be from 7:00 am to 12:00 pm, every day.

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

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

9/d)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 2, 2024**

Agenda Item:

Public hearing for a Special Use Permit (SUP) to allow the sale of alcoholic beverages for on-premise consumption, in a General Retail ("GR") District located at the Stripes Convenience Store located at 1725 S. F Street, bearing a legal description of Lots 1 and 2, Harlingen Service Center Subdivision. Applicant: Tim Ilaoa c/o 7-Eleven Inc. (Planning & Development)

Prepared By: Xavier Cervantes, AICP, CPM

Title: Planning and Development Director

Signature: *Xavier Cervantes*

Brief Summary:

Project Timeline

- August 19, 2024 – Application for Special Use Permit (SUP) submitted to the City. **(ATTACHMENT I)**
- September 10, 2024 – In accordance with State and local law, notice of required public hearings mailed to all property owners within 200 feet of subject tract.
- September 14, 2024 – In accordance with State and local law, notice of required public hearings published in the Valley Morning Star and mailed to all property owners within 200 feet of subject tract.
- March 27, 2024– Public hearing and consideration of requested Special Use Permit by the Planning and Zoning Commission.
- April 2, 2024 – Public hearing and consideration of requested Special Use Permit via 1st ordinance reading scheduled before the City Commission.
- April 17, 2024 – Pending approval of 1st ordinance reading, consideration of approval of 2nd ordinance reading scheduled before the City Commission.

Summary

- Per Section 111-62 the City of Harlingen's Code of Ordinances, the sale of alcoholic beverages for on-site consumption in a General Retail ("GR") District requires the approval of a Special Use Permit (SUP) by the City Commission.
- 7-Eleven Inc., the applicant, is requesting a Special Use Permit to allow the sale of alcohol for on-site consumption in an existing Stripes Convenience Store located at 1725 S. F Street. The Stripes Convenience Store is approximately 2,556 square feet. **(ATTACHMENT II, III)**
- According to the site plan and information submitted, the applicant has applied to change their TABC application from a "Wine and Malt Beverage Retailers Off Premise Permit ("BQ") to a Wine and Malt Beverage Retail Dealer's On-Premise Permit ("BG"), which allows for the sale of wine and malt beverages for on- and off-premise consumption. The applicant is proposing to sell a wine based ready-to-drink product known as the "Margarita" for on-premise consumption. Seating will be provided indoors for the on-premise consumption. The hours of operation will be every day from 7:00 a.m. to 12:00 p.m. Eleven (11) parking spaces are required, and eleven (11) parking spaces are provided. **(ATTACHMENT IV AND V).**
- Surrounding properties are zoned General Retail ("GR") District to the north, east,

south and west and Residential, Single-Family to the south. Surrounding land uses consist of a mix of commercial businesses and Residential, Single-Family houses to the north, a Residential, Single-Family Subdivision and commercial businesses to the east, Advance Auto Parts to the south, and another Stripes Convenience Store to the northwest. **(ATTACHMENT IV, V)**

- The Special Use Permit (SUP) for the Stripes Convenience Store across the street was approved by the Planning & Zoning Commission on March 27th, 2024, and by the City Commission on April 17th, 2024.
- The Building Inspections Department, Fire Prevention Bureau, Harlingen Police Department, and Health Department have reviewed the application and recommended approval of the Special Use Permit. **(ATTACHMENT VI-VIII)**
- In accordance with the zoning ordinance, the P&Z Commission and City Commission may impose requirements and conditions of approval as needed to ensure that a use requested by a SUP is compatible and complementary to adjacent properties.
- To present, the Planning and Development Department has not received any calls regarding the Special Use Permit (SUP) request. Staff mailed out

Funding (if applicable):

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

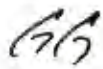
*If no, specify source of funding and amount requested:

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

Staff Recommendation:

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

1. Must obtain and maintain the proper State and City permits;
2. Must maintain the required parking in accordance with city regulations;
3. Must provide video surveillance with a minimum 30 day retention; and,
4. Must comply with the requirements administered by the Planning and Zoning, Building Inspections, Fire Prevention, Health and Police Departments
5. Hours of operation shall be from 7:00 am to 12:00 pm, every day.

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

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

9/e)

AGENDA ITEM EXECUTIVE SUMMARY

Meeting Date: **October 2, 2024**

Agenda Item:

Public hearing for a Special Use Permit (SUP) to allow the sale of alcoholic beverages for on-premise consumption in a Neighborhood Services ("NS") District, for the Arroyo Mart Food Store, located at 1222 S. 1st Street, bearing a legal description of Lots 10, 11, and 12, Block 2, Lillian Bush Addition. Applicant: Edna Martinez (**The item was tabled during the September 4, 2024 meeting.**) Attachment (**Planning & Development**)

Prepared By: Xavier Cervantes, AICP, CPM

Title: Planning and Development Director

Signature: *Xavier Cervantes*

Brief Summary:

Project Timeline

- August 7, 2024 – Application for Special Use Permit (SUP) submitted to the City. **(ATTACHMENT I)**
- August 12, 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 17, 2024 – In accordance with State and local law, notice of required public hearings published in the Valley Morning Star.
- August 28, 2024– Public hearing and consideration of requested Special Use Permit by the Planning and Zoning Commission.
- September 4, 2024 – Public hearing and consideration of requested Special Use Permit via 1st ordinance reading scheduled before the City Commission. **(The item was tabled. The City Commission requested for the item to be processed again and to send the legal notices in English and Spanish to the surrounding property owners within 200 feet of the subject property).**
- September 10, 2024 – In accordance with State and local law, notice of required public hearings mailed to all property owners within 200 feet of subject tract.
- September 25, 2024– Public hearing and consideration of requested Special Use Permit by the Planning and Zoning Commission.
- October 2, 2024 – Public hearing and consideration of requested Special Use Permit via 1st ordinance reading scheduled before the City Commission.
- October 16, 2024 – Pending approval of 1st ordinance reading, consideration of approval of 2nd ordinance reading scheduled before the City Commission.

Summary

- Per Section 111-62 the City of Harlingen's Code of Ordinances, the sale of alcoholic beverages for on-premise consumption in a Neighborhood Services ("NS") District requires the approval of a Special Use Permit (SUP) by the City Commission.
- Edna Martinez, the applicant, is requesting a Special Use Permit to allow the sale of alcoholic beverages for on-premise consumption in the existing Arroyo Mart Food Store located at 1222 S 1st Street. The Arroyo Mart Food Store has an area of approximately 1,920 square feet. Current hours of operation are Monday thru

Saturday from 10am to 9pm. Five (5) parking spaces are required and provided in the parking lot. There are a total of eight (8) parking spaces available for customers. **(ATTACHMENTS II-IV)**

- Based on the site plan and information submitted, the applicant is intending to change their TABC license from "Wine and Malt Beverage Retailer's Off-Premise Permit ("BQ")" to the "Wine and Malt Beverage Retailer's Permit ("BG")", which allows the sale of wine and malt beverages for on- and off- premise consumption. The applicant is intending to offer daiquiris at the existing location for off-site consumption. **(ATTACHMENTS II-IV)**
- During the September 4th, 2024 City Commission meeting, the item was tabled. The City Commission requested the legal notices be resent to the surrounding property owners in English and Spanish. **(ATTACHMENTS V-VI)**
- Surrounding properties are zoned Residential, Single-Family ("R-1") District to the north, east, south, and west. The surrounding land uses consist single-family residences to the north, east, and west, as well as a church to the south. The church is approximately 475.00 ft south from the Arroyo Mart Food Store. **(ATTACHMENTS VII, VIII)**
- The Building Inspections Department, Fire Prevention Bureau, Harlingen Police Department, and Health Department have reviewed the application and recommended approval of the Special Use Permit. **(ATTACHMENTS IX-XII)**
- In accordance with the zoning ordinance, the P&Z Commission and City Commission may impose additional requirements and conditions of approval as are needed to ensure that the use is compatible and complementary to adjacent properties.
- To the present, the Planning and Zoning Department has received no phone calls in opposition from the surrounding property owners regarding the proposed request. Staff mailed out sixteen (16) legal notices to the surrounding property owners.

Funding (if applicable):

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

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

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

Staff Recommendation:

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

1. Must obtain and maintain the proper State and City permits;
2. Must maintain the required parking in accordance with city regulations;
3. Must comply with the requirements administered by the Planning and Zoning, Building Inspections, Fire Prevention, Health and Police Departments;

4. Hours of operation for the business shall be Monday thru Saturday from 10am to 9pm.

City Manager's approval:

6/6

☐

Yes

☐

No

☒

N/A

Comments:

City Attorney's approval:

[Signature]

☒

Yes

☐

No

☐

N/A

PLANNING AND ZONING COMMISSION

August 28, 2024

Public hearing and take action to consider a request for a Special Use Permit (SUP) to allow the sale of alcoholic beverages for on-premise consumption in a Neighborhood Services ("NS") District, located at the Arroyo Mart Food Store at 1222 S. 1st Street, bearing a legal description of Lots 10, 11, and 12, Block 2, Lillian Bush Addition. Applicant: Edna Martinez

City Planner, Estefanía Hernández, presented the request for a Special Use Permit (SUP) before the Board, as follows:

- Ms. Hernández referred to the legal notice map sent out to surrounding property owners.
- Ms. Hernández said that this might sound familiar and explained that the applicant is pursuing something similar to what the Stripes on F. Street did back in March, where they were selling margaritas to go, only on a local and smaller scale.
- Ms. Hernández said that the Arroyo Mart food store has an area of approximately nineteen hundred (1900) square feet. She said the current hours of operation are Monday thru Saturday, from ten (10) a.m. to nine (9) p.m.
- Ms. Hernández presented the site plan and floor plan provided by the applicant. She said they did have some seating indoors, again, similar to what Stripes had proposed.
- Ms. Hernández stated that five (5) parking spaces would be required to be provided in their parking lot. She said they currently had a total of eight (8) available spaces for customers.
- Ms. Hernandez presented a Street View from 1st Street, from the day Staff did a site visit and met with the applicants.
- Ms. Hernández stated that based on the site plan, the applicants are intending to change their Texas Alcoholic and Beverage Commission (TABC) license from wine and malt beverage retailers, off-premise, and otherwise known as a BQ permit, to the wine and malt beverage retailers permit BG, which allows for the sale of wine and malt beverages for on- and off-site premise consumption. She said that the applicant is intending to offer daiquiris at the existing location for off-site premise consumption only. Again, Ms. Hernandez likened the request to what the Stripes are doing at "F" Street and the frontage road.

Chairman Consiglio asked for clarification about wording being used. He asked if Ms. Hernández was saying "off-site". Ms. Hernández confirmed. Ms. Hernández further explained that the applicant is wanting to purchase the mix and that in order to do so, they have to get a very specific TABC license, which she said the license says on-premise consumption. Ms. Hernández continued and specified that the applicant is not interested in doing on-premise consumption and just wants to be able to purchase the mix from the distributor and be able to offer it at this location. Chairman Consiglio indicated he had just gotten confused with all the on-site/off-site discussion.

- Ms. Hernández presented the TABC application for reference. She indicated this was included with the executive summary.
- Ms. Hernández explained the applicant has a specific type of TABC license based on what they are selling. Now they want to include daiquiris to go which triggers a different type of TABC license.

- Ms. Hernández presented an aerial view of the surrounding properties. She said it was mostly developed as single-family residences to the north, east, west and south. She said that they did take into account that there was a church in the area, which is just outside the three hundred (300) foot perimeter. She said that this was why they were able to pursue this Special Use Permit application.
- Ms. Hernández stated that the Building Inspections Department, Fire Prevention Bureau, the Police Department and the Health Department all reviewed the request and all recommended approval.
- Ms. Hernández reported that Staff did not receive any phone calls in reference to this Special Use Permit request. She stated that Staff sent out sixteen (16) notices.
- Ms. Hernández stated that Staff is recommending approval of the Special Use Permit, subject to the conditions that they obtain and maintain proper State and City permits, that they maintain the necessary number of parking spaces, that they comply with the requirements from the Planning and Zoning Department, Building Inspections Department, Fire Prevention Bureau, Health and Police Departments, and that they maintain the same operating hours, Monday thru Saturday, from ten (10) a.m. to nine (9) p.m.
- Ms. Hernández stated that the applicant was present to answer any questions the Board may have for them. She also made herself available to answer any questions as well.

Chrm. Consiglio thanked Ms. Hernández for her presentation. The Chairman wanted to make sure he understood the premise of the item and summarized as follows: This SUP is needed in order to get the license to make this drink that people can take away and not sit there to drink. Ms. Hernández said that this was not the goal, referencing the last part of the summary. She said his summary was correct. The Chairman checked with the Board to make sure they were clear on the item.

Mr. Cervantes added that with the Stripes approval done a few months ago, the customer is able to drink the margaritas inside with their meal or take the drink to go. He said that in this case, the intention is just to sell the drink to go. Cmr. Cantu asked whether, if the applicant ever wanted to have it, for the customer to drink there, if they could? Mr. Cervantes said there was a table, one table, inside and a picnic table outside so technically yes, unless the Board places an additional condition. He said the Board can add a condition to the list that is there, that the drinks are only for off-site consumption. Ms. Hernández added that the way the TABC license is worded, that it is for on-premise consumption is what triggered this phase of the permitting. She said the applicants, which she restated the applicant Ms. Martinez was present, did make it abundantly clear that they are not interested in having beverages be consumed on-site. She said they are aware they are of the fact that they are very close to a church and not one (1), but two (2) schools. She said that this was not the environment they wanted to have. Mr. Cervantes interjected that he visited the site last week and that he was very impressed by the inside of the store. He said that it was very neat and very clean. He remarked about how long they had been in business, deferring to the applicant at this point. Ms. Martinez said that it will be thirty-four (34) years this February. Mr. Cervantes remarked it was a really nice, and a true "mom and pop" store. The Chairman remarked on how it had been around forever.

Chairman Consiglio indicated he would go ahead and proceed to the Public Hearing on this item. He opened the Public Hearing and asked anyone wanting to speak on this item, for or against, to please approach the podium. Upon hearing and seeing no one, he closed the Public Hearing.

Chairman Consiglio asked if there was a motion. Cmr. Villareal made the option to approve. Cmr. Cantu seconded the motion. Chrm. Consiglio asked if there was any discussion. Cmr. Perez indicated he had a question/wanted clarification. He asked about customers drinking by the door and creating that atmosphere. He said that they were saying that wouldn't happen but pointed out that they did have tables outside. Ms. Hernández said they did and then explained they sell burritos and fried goods at the store already. She said the customers can consume those fried goods at the table inside or the picnic table outside if desired. She said the goal with the Special Use Permit wasn't to allow on-site consumption. Ms. Hernández said the permit would technically allow it, but it would be up to the discretion of the business owner. She added that for this specific location, they are not really interested in doing that and just want to be able to purchase the mix from the distributor. Cmr. Perez asked whether there was anything the City could do if it did happen, and customers were drinking on-site. Mr. Cervantes said that if this was a concern, they could add it as an additional condition, that it would just be for off-premise consumption.

Cmr. Cantu asked if this condition was added for the Stripes request. Mr. Cervantes said it was not and explained that on that request, Stripes wanted to allow the customer to drink the margarita in the store's dining area with their meal. He further clarified that at the Stripes, you can drink your beverage with your meal or take it to go. He said that here, the applicant was telling Staff that she only wants to sell them to go. The applicant said that right now this was their main thing and began to explain that the only reason they cannot buy the product is because of the license. Ms. Martinez was asked to come forth to the podium.

Edna Martinez, Applicant

Ms. Martinez said that they were approached by MPACT Beverage Solutions and that they were told how profitable the product was and how it was doing really well. She said that they want to try to survive in this economy. She said they are wanting to get this product but were told they would need to switch their license, from the BQ to the BG, which has for on- and off-. She said they have done off- this whole time and so their primary thing is to sell to go, offering another beverage option for their customers. She says she knows they would be allowed on-site and so they will be following whatever TABC regulations. She said she doesn't want a bunch of people drinking outside. She said it was a family business and that they have worked hard for what they have. She reiterated that they would be following everything that TABC is recommending and that they will be closely monitoring as they go. She said they are trying to stay competitive and added that the TABC license went double and that this will help with the license payment as far as profit margin. She said they don't currently make much off alcohol sales at this time and that the profit margins are low. Chairman Consiglio added that this wouldn't really change the way they operate right now, currently selling beer or any other type of alcoholic beverage. Ms. Martinez said this was correct and said it was the same license they have with the addition of being able to sell the product. Chairman Consiglio asked about her intent, that it wasn't to set up a beer garden eventually down the road. Ms. Martinez said it was about selling to go. Chairman Consiglio clarified that she could do that if she wanted though. The Chairman asked if there were any questions for the applicant.

Cmr. Cruz-Velázquez asked the applicant if she would feel more comfortable if the Board were to put the condition so that they could enforce it. Ms. Martinez indicated she was unsure what adding the condition meant. Mr. Cervantes pointed out the list of conditions on the screen and said that the Board could add a fifth (5th) condition that said only for off-premise consumption. He asked the applicant if she would be okay with that. She said it would not be fair. Cmr. Perez said his concern would be to do it like they did it with Stripes and say you can drink on-site but only in the designated areas. Ms. Martinez said they only have one (1) table inside with two (2) chairs. Mr. Cervantes added it was a small table. Cmr. Perez said that if they did that it would be consistent with what they did with Stripes, if he remembered correctly. Cmr. Villareal said

that Stripes had a big sitting area where customers can consume. He said it wouldn't be any different. He added that he didn't think they should limit the business. Cmr. Cruz-Velázquez said she agreed. Cmr. Perez said he thought they were maybe saying the same thing. Chairman Consiglio said that if she is going to allow it, it would be inside the building and not outside and that this is what they did with Stripes. Cmr. Villarreal added that this would be the case unless the outside tables would be fenced in, but then added that this would be a later discussion up to them. Ms. Martinez said that she knows they need to speak to an officer from TABC to discuss what they need to do if they do decide to keep the picnic table outside. She said that right now it is used during the lunch hour by certain customers for food consumption. She said the table inside has been used for that purpose as well. These are people that go there for lunch and don't want to rush back so they sit to eat their burritos or nachos or ice cream. She also said there is a family with a little girl that likes to have her ice cream there and eat her nachos too.

Cmr. Villarreal indicated he wished to add a comment. He said that TABC has their own regulations that are given if you are going to consume outside, it has to be within a fenced area. He continued and said that if she is going to allow it, she will need to fence the area. He said you can't just loiter outside with alcohol; that it is a PI (Public Intoxication). He said she would need to have a fence if they use that picnic table and that just because it is there, it doesn't mean they can drink alcohol in the outside picnic table. He added that it would be up to her to enforce it and that she could lose her liquor license if she didn't. Cmr. Villarreal said that either way, he didn't think they should be adding another level of burden or regulation. He said that if she wants to kick them out, it is her private property and that she doesn't need the Board to give her any power. It's already her property. He said he thought they should just approve it as is.

Chairman Consiglio regrouped and stated that there was a motion on the table and a second for approval. He asked if there was any further discussion and upon hearing none, move the item to a vote. The motion passed unanimously.

9(f)

AGENDA ITEM EXECUTIVE SUMMARY

Meeting Date: **October 2, 2024**

Agenda Item:

Public hearing for a Special Use Permit ("SUP") to allow a battery storage energy facility in a General Retail ("GR") District located along the north side of East Harrison Avenue, approximately 485 feet east of Loop 499, bearing a legal description of 2.00 acres out of the west 6.88 acres, Block 49, Palmetal Company Subdivision. Applicant: Christopher Rose on behalf of Aggreko Energy Transition Solutions. Attachment (**Planning & Development**)

Prepared By: Xavier Cervantes, AICP, CPM

Title: Planning and Development Director

Signature: *Xavier Cervantes*

Brief Summary:

Project Timeline

- July 1st, 2024 – Application for Special Use Permit (SUP) submitted to the City. (**ATTACHMENT I**)
- August 27, 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. (*The item was tabled during the September 11, 2024 Planning and Zoning Commission meeting.*)
- September 25, 2024 – Consideration of requested Special Use Permit by the Planning and Zoning Commission.
- October 2, 2024 – Public hearing and consideration of requested Special Use Permit via 1st ordinance reading scheduled before the City Commission.
- October 16, 2024 – Pending approval of 1st ordinance reading, consideration of approval of 2nd ordinance reading scheduled before the City Commission.

Summary

- Per Section 111-62 the City of Harlingen's Code of Ordinances, a light industry manufacturing facility in a General Retail ("GR") District requires the approval of a Special Use Permit (SUP) by the City Commission.
- Christopher Rose, the applicant, is requesting a Special Use Permit (SUP) to allow a battery storage energy facility on a vacant tract of land. The battery banks will charge and hold electricity for times of which it would be needed by the electrical grid. (**ATTACHMENTS II, III**)
- Based on the site plan and information submitted, the applicant is proposing to operate four (4) battery storage units and three (3) inverters. Each battery storage would measure 8' x 20' and would store 9.9 megawatts (MW). Because it is an unmanned facility, there would be no parking spaces. The land would need to be subdivided before permits are issued. (**ATTACHMENTS II, III**)

- Surrounding properties are zoned General Retail ("GR") District to the north, south, east, and west. The surrounding land uses consist of vacant land to the north, east, and south, and the Cardenas Autogroup to the west. **(ATTACHMENTS IV, V)**
- To the present, the Planning and Development Department has received no phone calls in opposition from the surrounding property owners for the proposed request. Staff mailed out four (4) legal notices to the surrounding property owners. **(ATTACHMENT IV)**
- On September 19th, 2024, the applicant provided a table of a 30-year property tax forecast. As per the table provided, the proposed battery storage energy facility is projected to produce an estimated \$555,076.00 in taxes to the City of Harlingen specifically. **(ATTACHMENT VI)**
- The Building Inspections Department, Fire Prevention Bureau, and Engineering Departments have reviewed the application and recommended approval of the Special Use Permit. **(ATTACHMENTS VII-IX)**
- During the September 11th, 2024 and September 25th, 2024 regular meetings of the Planning and Zoning Commission, the applicant provided supplemental slides to explain the project. **(ATTACHMENTS X-XIX)**
- In accordance with the zoning ordinance, the P&Z Commission and City Commission may impose additional requirements and conditions of approval as are needed to ensure that the use is compatible and complementary to adjacent properties.

Funding (if applicable):

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

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

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

Staff Recommendation:

Staff recommends approval of the request subject to the following:

1. Compliance with Planning ordinances and regulations, Fire Prevention Bureau's regulations, Engineering's regulations, and Building Inspections ordinances and regulations.
2. Install and maintain an 8-foot opaque wall along Harrison Avenue with ten feet of landscaping between the wall and the property line.

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

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

PLANNING AND ZONING COMMISSION

September 11, 2024

Public hearing and take action to consider a request for a Special Use Permit ("SUP") to allow a battery storage energy facility in a General Retail ("GR") District located at a property along the north side of East Harrison Avenue, approximately 485 east of Loop 499, bearing a legal description of 2.00 acres out of the West 6.88 acres of Block 49, Palmetto Company Subdivision. Applicant: Christopher Rose

City Planner, Estefanía Hernández, presented the request for a Special Use Permit before the Board, as follows:

- Before starting her presentation, Ms. Hernández informed the Board that the applicant, Mr. Christopher Rose, and their engineer had joined the meeting through Zoom. She pointed them out on the screens. She said that towards the end of the presentation, they would be able to answer any questions they may have.

- Ms. Hernández started by applicable ordinance for the request –

Pursuant to section 111- 62 in the City of Harlingen Code of Ordinances, a Light Industry manufacturing facility and the General Retail zoning designation requires the approval of a special use permit by the City Commission.

- Ms. Hernández stated that based on the site plan and information submitted, the applicant is proposing to operate nine (9) battery storage units and three (3) inverters. She said that each battery storage container would measure eight (8) by twenty (20) feet and would be approximately nine point nine (9.9) megawatts.
- She specified that because it is an unmanned facility, there would be no need for parking at this time.
- She also explained that because it is an unsubdivided tract of land, the tract of land would have to be subdivided before any permits are issued.
- She restated that the applicant is requesting a Special Use Permit to allow a battery storage energy facility on a vacant tract of land. She explained that the battery banks would charge and hold electricity for times when it would be needed by the electrical grid.
- Ms. Hernández described that the surrounding properties are zoned general retail to the north, east, south and west. The surrounding land uses consists of vacant land to the north, east and south, and the Cardenas Auto Group to the west.
- Ms. Hernández stated that the Building Inspections Department, Fire Prevention Bureau and Engineering Departments have reviewed the application. She said they have recommended approval of the Special Use Permit. She told the Board their recommendations are towards the back of the report.
- Ms. Hernández added that in accordance with the zoning ordinance, the Planning and Zoning Commission and the City Commission may impose additional requirements and conditions of approval as are needed to ensure that the use is compatible and complementary to adjacent properties.
- Ms. Hernández said that to the present, Staff did not receive any phone calls, neither in opposition nor in inquiry from surrounding property owners. Staff did mail out four (4) legal notices.
- Ms. Hernández stated that Staff is recommending approval of the request, subject to the following conditions, that the applicant is compliant with planning ordinances, Fire prevention Bureau regulations, Engineering regulations and Building Inspections regulations, again, all of which are included in your packets.
- Ms. Hernández added that they would also be required to install and maintain an eight (8) foot opaque wall along Harrison Avenue, with ten (10) feet of landscaping between the wall and the property line.
- Ms. Hernández stated she was here to answer any questions. She reminded the Board that the applicant and their engineer are also present to answer any questions.

Chairman Consiglio asked if there were any questions for Staff.

Chrm. Consiglio asked if this was the fourth (4th) battery storage they have had. Ms. Hernández told him yes. He asked if only one has been constructed. Mr. Cervantes said that was correct. The Chrm. asked if the property tax generated for the property off Tucker Road was known at this point. Mr. Cervantes said that it was not known for this property. He said he thought he had looked it up in the past and that it was hundreds of dollars considering the dollar amount they have in infrastructure with their batteries. Mr. Cervantes said that

he did not have the property taxes that will be generated from this project. The Chrm. then asked about the battery storage off Lincoln and Tucker Road. Mr. Cervantes said he would have to look it up. The Chrm. told Mr. Cervantes that he thought this was good information to have for the Board to have that as part of their consideration and understanding of what this does for our community and how it impacts it positively. He said that when he looked it up on the Cameron County Appraisal District, it was not listed right now, oddly enough. He said he thought the website was having issues but that he thought it was only a couple hundreds of dollars that it was generating for the City. He said it was maybe a couple thousand but that considering the millions of dollars they have in batteries, its supposed to be a whole lot more. The Chrm. said that this is what has been presented to them but that he didn't think this is what was happening. Mr. Cervantes said he could look that up tomorrow. He said he knew that for the one on Tucker Road, they have a building permit application and that the building permit application goes to the Cameron County Appraisal District. He said that it should match the value that they have for the property; that it should match what is on the building permit. The Chrm. said that we should really make sure. He said it was important for citizens to understand how much tax revenue those things are generating or not – as they have promised to do but maybe have not delivered on it for whatever reason.

Chairman Consiglio asked if there were any other questions for Staff. Cmr. Flores asked if the property was subdivided. Ms. Hernández said that it was currently an unplotted tract of land. She explained that Staff met with the applicant maybe three (3) or four (4) months ago for a preliminary subdivision meeting and said they were aware that they would need to subdivide the land. She said she believed that was something they were working on right now. She further explained they just wanted to get the Special Use Permit process completed and then they would begin the subdivision process.

Cmr. Sanchez indicated he had a question. He asked if Staff had a rendition or illustration of how it will look from the street. Ms. Hernández referred to Doug and said that she did believe the applicant submitted some PowerPoint slides with some exhibits. Cmr. Sanchez asked if these were in the packet. Ms. Hernández said no and stated these were submitted after the fact. Cmr. Sanchez asked if that was something they could share. Ms. Hernández restated that the applicant was present, and they had their slides to present. She addressed Mr. Rose and asked if he would address Mr. Sanchez' comments.

Christopher Rose, Applicant

Mr. Rose directed attention to the screen to views of the shares from the East and the West, on the right side. He said that you will see an aerial view of the site and what it is going to look like. He said that it will have a wall along the then (10) foot landscaping wall in between. He added that they will be paying escrow funds in lieu of the sidewalk due to no connection in between on either side, so that payment will be made to the city as escrow payment as well.

Cmr. Perez asked if the purpose of the battery for grid stability or if they were planning to sell the energy to the grid. Mr. Rose explained that it was essentially about 29 kilowatts per hour for a single- family home. He said that what this will do is energize 683 homes, so it will provide grid stability. He said that with the population growth, this will be able to substantially hold it and handle that infrastructure for the new subdivisions and with the population rising. Cmr. Perez asked about the connection. Mr. Rose said the inner connection will come off of the south and said they are working with TXDOT. He said he could provide a write up for each of the Board members after the meeting.

Chairman Consiglio asked if the power that are stored come off the grid. He was told that was correct. He then asked if that power is put back on the grid, marked up to be sold. He asked if that power could go anywhere and not necessarily benefit the citizens of Harlingen. Mr. Rose said that as far as infrastructure and it where it goes, he said it was hard to say exactly where the electricity goes. He said there is a substation within a mile radius of the site. He said that what it will do is charge in the meantime and then on high peak demand time, they'll have a two (2) hour discharge where you will get that power in the grid. He said that capacity wise, you think of it as a number of homes. He said it was roughly six hundred and eighty (680) to seven hundred (700) homes. The Chrm. remarked that the home could be in Dallas. Mr. Rose said it would be on whatever lineup for AEP is. The Chrm. asked where that would go to. Mr. Rose said that was not something he was sure of. Chairman Consiglio commented that then there was no direct benefit for the community. Mr. Rose as for clarification as to what he meant. The Chrm. said he meant as far as power and it being a power source for citizens. Mr. Rose said visibility was their plan for the area.

Cmr. Flores asked if it was common to issue SUPs for properties that are not owned by them. Mr. Cervantes said yes and explained that in projects like this, the company will not purchase the property until the SUP and the subdivision are in place. He said that there is planning and preliminary engineering work that has to be done to the property before the company will purchase the land since it is a substantial investment.

Ms. Hernández added that she believed the first battery storage facility in Harlingen was done in early 2022. She said they proceeded with the special use permit first and once that was granted and codified is when they proceeded with the subdivision phase. She said that followed shortly after, and that it has been recorded and completed.

Chairman Consiglio asked if there were any other questions Staff, reminding everyone that there was a Public Hearing on the item.

Cmr. Perez made a comment. He said that if they are going to be making a substantial investment, the City should consider the project. Chairman Consiglio agreed but said it hasn't been seen here and that this was the problem. The Chrm. proceeded to open the Public Hearing. He asked anyone wanting to speak on this item, either for or against, to please approach the podium and state their name for their record. Upon seeing and hearing none, he then closed the Public Hearing.

Chairman Consiglio stated that he thought there was a lot of information here missing and said he thought it was important they should get a handle before continuing with these. He said the City has four (4) of them and only one (1) of them has been built. He asked what the property tax value versus was and said that they don't have that basic information. He said there have been other presentations that have more information about what is actually being installed.

Cmr. Flores made the motion to table the item until the next meeting (September 25). Cmr. Cruz-Velázquez seconded the motion. The Chrm. asked if there was any further discussion.

Cmr. Perez stated that he just wanted to make a comment. He said that as a committee they should have a way to streamline these projects to make it more beneficial. Chairman Consiglio stated that it was not renewable energy. He said it takes power from the grid and then stores it to then sells it back to the grid. He said it was expensive power. He said there was no generation and that they already have done three (3) of these with one (1) in the ground. He said that he didn't think the appraisal district has shown the property tax revenue for our citizens at this point. He said it's the ten (10) million times the property tax rate that all citizen's pay for in their homes. He said he didn't think they did because it was equipment. He said that he would like to see this information so the Board can make a better call for the betterment of the community. The Chairman restated that there was a motion and a second to table. He asked if there was any further discussion and upon hearing none, moved the motion to a vote. The motion to table was approved by a margin of four to one (4:1), with Cmr. Perez opposing the motion.

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 2, 2024**

Agenda Item:

Public hearing for a rezoning request from Non-Designated ("N") District to Residential, Single-Family ("R-1") District for a 55.90-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 Engineering c/o Zarate Homes and Design, LLC. **(Planning & Development)**

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

Signature: *Xavier Cervantes*

Brief Summary:

Project Timeline

- September 5, 2024 – Application for rezoning submitted to the City. **(ATTACHMENT I).**
- September 11, 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.
- September 14, 2024 – In accordance with State and local law, notice of the required public hearing was published in the Valley Morning Star.
- September 25, 2024 - Public hearing and consideration of the requested rezoning by the Planning and Zoning Commission (P&Z).
- October 2, 2024 – Public hearing and consideration of requested rezoning via 1st ordinance reading scheduled before the City Commission.
- October 16, 2024 – Pending approval of 1st ordinance reading, consideration of approval of 2nd ordinance reading scheduled before the City Commission.

Summary

- The applicant is requesting to rezone the subject properties from Non-Designated ("N") District to Residential, Single-Family ("R1") District to allow for single family residential development. **(ATTACHMENT I).**
- The proposed Harlingen Lakes Subdivision preliminary construction plans and final plat was approved by the Planning and Zoning Commission on September 11, 2024, subject to a list of conditions from the different City departments. **(ATTACHMENT III)**
- The properties are currently vacant, and unsubdivided. **(ATTACHMENT III).** The land has approximately 844.14 feet of frontage along Altas Palmas Road and approximately 798.93 feet of frontage along Garrett Road. Garrett Road is a two-lane 22-foot-wide paved road without curb and gutter. Altas Palmas Road is a two-lane 24-foot-wide paved road without curb and gutter.

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

(ATTACHMENT IV)

- The Future Land Use Plan component of the City of Harlingen's Vision 2020 Comprehensive Plan shows this area as rural residential. The request is consistent with the Future Land Use Plan and consistent with the surrounding land uses.

(ATTACHMENT V)

- To the present, the Planning and Zoning Department has not received any calls in opposition. Staff mailed out 2 notices to surrounding property owners.

Funding (if applicable):

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

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

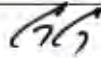
Finance Director's approval:

☐ Yes ☐ No ☐ N/A

Staff Recommendation:

Staff recommends approval of the rezoning request.

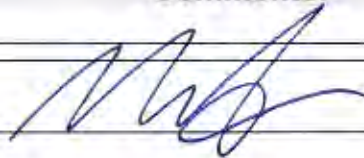
City Manager's approval:



☐ Yes ☐ No ☒ N/A

Comments:

City Attorney's approval:



☒ Yes ☐ No ☐ N/A

9(h)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 2, 2024**

Agenda Item:

Public hearing amending the City of Harlingen Code of Ordinances, Chapter 111, Zoning, Article VII, Section 111-173, Nonresidential height restrictions, by requiring a Special Use Permit for buildings greater than five stories in height. 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 25, 2024 - Public hearing and consideration of the zoning ordinance amendment by the Planning and Zoning Commission.
- October 2, 2024 - Consideration of requested ordinance amendment via 1st ordinance reading scheduled before the City Commission.
- October 16, 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 height regulations for commercial properties.
- Height restrictions are frequently a point of frustration for developers and for affordable housing advocates.
- The proposal is if a developer proposes a commercial building greater than five stories, a special use permit would be required instead of an approval from the Zoning Board of Adjustments. The special use permit would require approval from the City Commission.
- In properties zoned industrial the building heights limitation would not apply.
- 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.

City Manager's approval:

6/6

☐

Yes

☐

No

☒

N/A

Comments:

City Attorney's approval:

[Signature]

☒

Yes

☐

No

☐

N/A

**Planning and Zoning Commission
September 11, 2024 meeting**

Public hearing take action to consider an ordinance amending the City of Harlingen Code of Ordinances Chapter 111, Zoning, Article VII, Section 111-173, Nonresidential Height Restrictions, by removing this section in its entirety from the Zoning Chapter of the Code of Ordinances. Applicant: City of Harlingen

Planning and Development Director, Xavier Cervantes, presented the consideration to amend the ordinance before the Board, as follows:

- Mr. Cervantes said that there is a billboard that the EDC has at the corner of Loop 499 and Harrison. He said that the billboard states “the sky is the limit”. He said that actually, there are limits, and it is not the sky. He explained that in the zoning ordinance for commercial buildings there is a restriction to five (5) stories in height. He said that if higher than that, the project would have to go before the Zoning Board of Adjustments for approval. He said that the proposal is to just remove that section of the zoning ordinance so that if the property is zoned commercial, you can go as high as desired. He clarified that they would still have to comply with the parking and landscaping ordinance but that there would be no height restrictions.

Chairman Consiglio asked if there were any questions for Staff.

Cmr. Perez asked if there was someone requesting this. Mr. Cervantes said there was company that is considering Harlingen. He said he was unable to give details on the company but said that they expressed concern with that part of the ordinance. Cmr. Sanchez asked if being in proximity to the airport was a concern. Mr. Cervantes explained that there are airport zones around airports. He said there are height restrictions there but that this company is not considering locating near the airport.

Chrm. Consiglio indicated he would proceed to the Public Hearing for the item. He asked if anyone would like to speak on this item. Mr. Cervantes said that Mr. Orlando Campos from the EDC was present in support of the item.

Orlando Campos, CEO of the Harlingen Economic Development Corporation (EDC)

Mr. Campos greeted the Board and introduced himself before the Board. He said that as mentioned by Mr. Cervantes, this topic was precipitated by a prospect that they are working with. He said the primary focus was on industrial sites, which is obviously promoted in the community. He explained that the prospect was proposing a project that would impact this existing ordinance by requiring them to build a structure that was above five (5) stories. Mr. Campos reiterated that this project was within an industrial location. He said that obviously what they are also looking at, is other companies that they are working with, many of which are warehousing distribution projects. He explained that many of these projects are above that five (5) story limit simply because these types of companies want to take advantage of the heights for their type of operation. He said they wanted to encourage Mr. Cervantes to bring this item before the Board for consideration so that they could hear back what the thoughts were that would provide some guidance as they promote industrial locations here within the Community itself.

Chairman Consiglio thanked Mr. Campos and proceeded to close the Public Hearing.

Chairman Consiglio asked if there was a motion. Cmr. Cruz-Velázquez made the motion to approve.

Cmr. Cruz-Velázquez asked if rather than removing it, if there was consideration for establishing an alternative. Mr. Cervantes said he had discussed the matter with Mr. Olivo, Assistant Planning and Development Director, that morning. He said that if the Board was not comfortable with this then another option is to make it a Special Use Permit. Mr. Cervantes explained that the way it is now, if a developer wants to build more than five (5) stories, it has to go before the Zoning Boards of Adjustments, which is a quasi-judicial board. He said that this type of decision should be made by the City Commission. He added that with a Special Use Permit, the Board can place conditions. He then provided a hypothetical. He said that at the corner of Dillworth and Expressway 83, at the northwest corner, there is vacant commercial land, and then there is a neighborhood to the north. He used the hypothetical of someone wanting to build an eight (8) story office building. He said they could apply for a special use permit and that the neighborhood would most likely come out. He said that a possible compromise would be no windows facing north. He said that would partly address the concerns of the neighborhood. He said that maybe changing the code to make it a special use permit is probably another option if the Board didn't like striking this completely. Cmr. Cruz-Velázquez said that she would personally be more comfortable with that. She said she was not opposed to attract business here.

The Chairman addressed Mr. Campos and asked him if having a SUP would meet the needs of the organization to attract. Mr. Campos said his focus was on industrial locations. He said that maybe, if it's a little bit more specific in terms of considering more industrial locations and not necessarily looking at other commercial areas that are non-industrial for SUP's. He said he thought that might work a little bit better. He said that would certainly assist the EDC and provide us some guidance and ability to be able to speak with certain level of authority as we work with prospects on what the city would and would not accept.

The Chairman directed to Mr. Cervantes for guidance about how they could handle the motion within this meeting. Mr. Cervantes said that if they'd like, to just deny this and let Staff resubmit a new ordinance. The Chairman asked if this would require calling for a special meeting. He was told no.

The Chairman asked if there was a height per story formula, he asked if it was ten (10) or twenty (20) feet. Mr. Cervantes said the ordinance just says five (5) stories. Cmr. Flores recalled there being an ordinance for height for residential, single-family units. Mr. Cervantes said that was still in place and clarified for him that this item was for non-residential.

Cmr. Perez asked if this had been consulted with the Fire Department and whether they had any concerns about climbing all that for emergencies. Mr. Cervantes said that the developers would have to comply with the Building and Fire codes. He added that they would have to have different staircases, a sprinkler system, and elevators, etc.

Cmr. Cruz-Velázquez made a motion to deny the request as written. The Chrm. checked with Mr. Cervantes. Mr. Cervantes said they would go back to the drawing board on this.

Chairman Consiglio restated there was a motion for denial. He asked if there was a second. Cmr. Cantu seconded the motion. The Chrm. move the motion to a vote. The motion passed unanimously.

10(a)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 2, 2024**

Agenda Item:

Consideration and possible action to adopt an ordinance on first reading for a Special Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Retail ("GR") District for a Stripes Convenience Store, located at 202 N. Ed Carey Drive, bearing a legal description of Lot 1, Block 1, Camino Real Subdivision. Applicant: Tim Ilaoa c/o 7-Eleven Inc. Attachment **(Planning & Development)**

Prepared By: Xavier Cervantes, AICP, CPM

Title: Planning and Development Director

Signature: *Xavier Cervantes*

Brief Summary:

Project Timeline

- August 19, 2024 – Application for Special Use Permit (SUP) submitted to the City. **(ATTACHMENT I and II)**
- August 30, 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.
- September 18, 2024 – Public hearing and consideration of requested Special Use Permit 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

- Pursuant to Section 111-62 the City of Harlingen's Code of Ordinances, the sale of alcoholic beverages for on-site consumption in a General Retail ("GR") District requires the approval of a Special Use Permit (SUP) by the City Commission.
- 7-Eleven Inc., the applicant, is requesting a Special Use Permit to allow for the sale of alcohol for on-site consumption out of an existing Stripes Convenience Store. The Stripes Convenience Store is approximately 2,982 square feet. **(ATTACHMENT III)**
- According to the site plan and information submitted, the applicant has applied to change their TABC application from a "Wine and Malt Beverage Retailers Off-Premise Permit ("BQ") to a Wine and Malt Beverage Retail Dealer's On-Premise Permit ("BG"), which allows for the sale of wine and malt beverages for on- and off-premise consumption. The applicant is proposing to sell a wine based ready-to-drink product known as the "Margarita" for on-premise consumption. Seating indoors will be provided for the on-premise consumption. The hours of operation will be everyday from 7:00 a.m. to 12:00 p.m. Eleven (11) parking spaces are required, and sixteen (16) parking spaces provided. **(ATTACHMENT IV AND V)**
- Surrounding properties are zoned General Retail ("GR") District to the north, east and west, and Not Designated ("N") District to the south. Surrounding land uses consist of Nova Medical Centers to the north, Dennys Restaurant to the east, and

Tejano Mart to the west. South of the subject property is Expressway 77 and further south is Xoom Convenience Store. **(ATTACHMENT VI and VII)**

- The Building Inspections Department, Fire Prevention Bureau, Harlingen Police Department, and Health Department have reviewed the application and recommended approval of the Special Use Permit. **(ATTACHMENT VIII-XI)**
- In accordance with the Zoning Chapter of the Code of Ordinances, the P&Z Commission and City Commission may impose requirements and conditions of approval as are needed to ensure that a use requested by a SUP is compatible and complementary to adjacent properties.
- To present, the Planning and Development Department has not received any calls opposition to the requested special use permit.

Funding (if applicable):

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

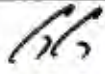
*If no, specify source of funding and amount requested:

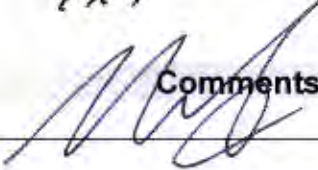
Finance Director's approval: ☐ Yes ☐ No ☐ N/A

Staff Recommendation:

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

1. Must obtain and maintain the proper State and City permits;
2. Must maintain the required parking in accordance with city regulations;
3. Must provide video surveillance with a minimum 30 day retention;
4. Must comply with the requirements administered by Planning and Zoning, Building Inspections, Fire Prevention, Health and Police Departments; and
5. Hours of operation shall be from 7:00 am to 12:00 pm, everyday.

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

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

ATTACHMENT I

CITY OF HARLINGEN PLANNING AND DEVELOPMENT DEPARTMENT MASTER APPLICATION

40739H

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address 202 N ED CAREY DR Nearest Intersection Ed Carey and 83
(Proposed) Subdivision Name HARLINGEN- CAMINO REAL Lot 1 Block 1
Existing Zoning Designation Retail Future Land Use Plan Designation On Premise Alcohol Sales

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent Tim Ilaoa Phone 972-890-2560 FAX N/A
Email Address (for project correspondence only): tim@texaslicensing.net
Mailing Address 217 E. Main St #819 City Royse City State TX Zip 75189
Property Owner 7-Eleven Inc. Phone 972-828-6265 FAX N/A
Email Address (for project correspondence only): shantelle.grier-green@7-11.com
Mailing Address P.O. Box 139044 City Dallas State TX Zip 75313

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

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

Please provide a basic description of the proposed project. Changing the alcohol type from off-premise alcohol sales to on-premise

*See enclosed letter

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: Tim Ilaoa Date 8/15/2024

*Property Owner(s) Signature: [Signature] Date 8/15/2024

Accepted by: _____ Date _____

ATTACHMENT II

To Whom It May Concern,

Our Team at 7-11 is currently expanding our Laredo Taco Margarita concept throughout South Texas. To comply with Texas ABC requirements, we have applied for an on-premises BG permit. We will legally be allowed to serve for on-premises consumption, but we have found that most of our consumers purchase this with the intention of consumption at home.

The "Margarita" is a wine-based product distributed by L&F Distributors and manufactured by MPACT Beverages out of Houston. This is a Texas made product. This wine based ready-to-drink product has a 10.5% ABV for Strawberry and a 9.5% ABV for Classic. This product has already rolled out in several communities quite successfully.

Employees will complete Texas ABC training that includes age verification & safe serving recommendations. As a responsible retailer, we have also set up age verifications prompts at our point of sales to require age verification for every purchase.

Thanks,

Adrian Poulisse

Senior Store Innovation Analyst

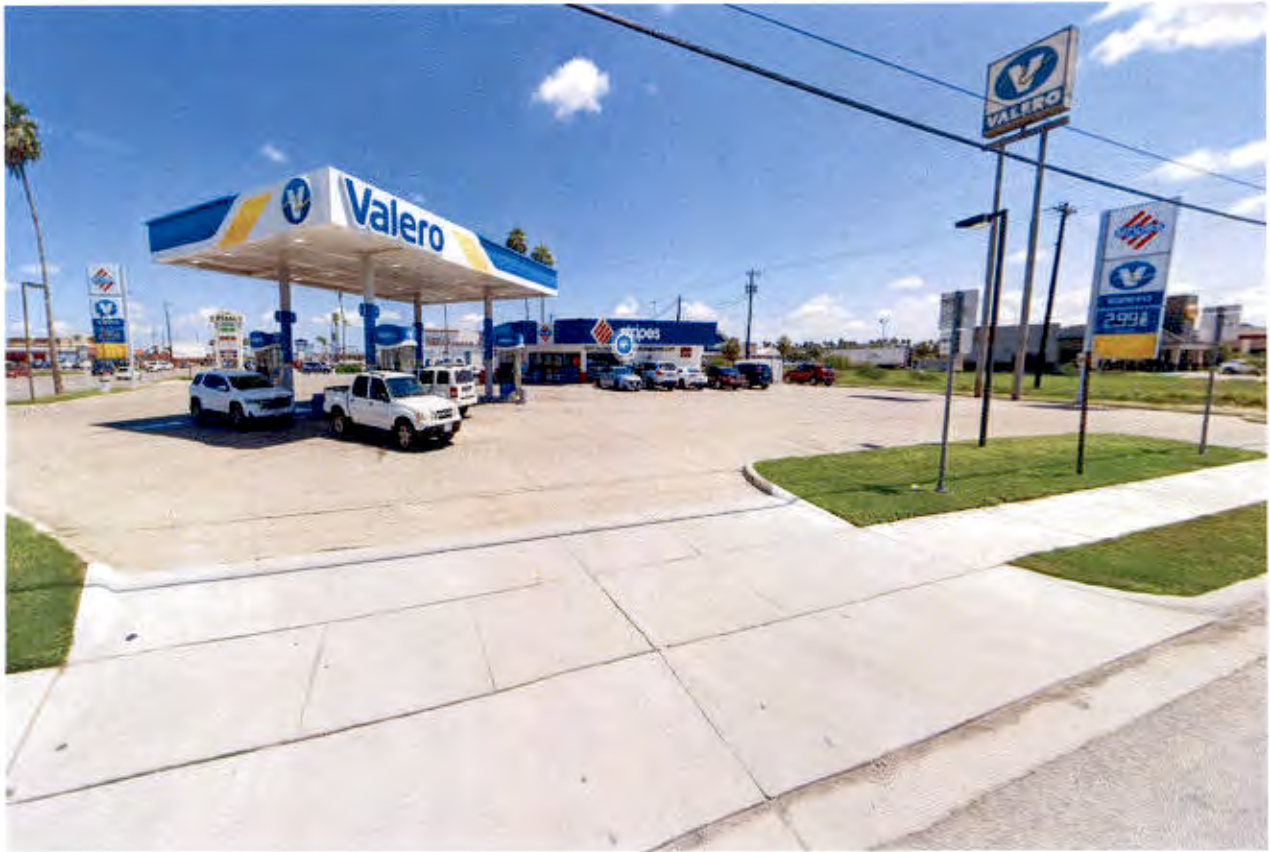
Cypress Waters | 3200 Hackberry Road | Irving, Texas | 75063
W 972.828.1820 | C 615.306.8615 | Adrian.Poulisse@7-11.com



[illegible]

ATTACHMENT IV

Street View from Expressway 77





CONTACTS
 THE NEW YORK PUBLIC
 LIBRARY
 ASTOR LENOX TILDEN
 FOUNDATION
 455 FIFTH AVENUE
 NEW YORK, N.Y. 10018

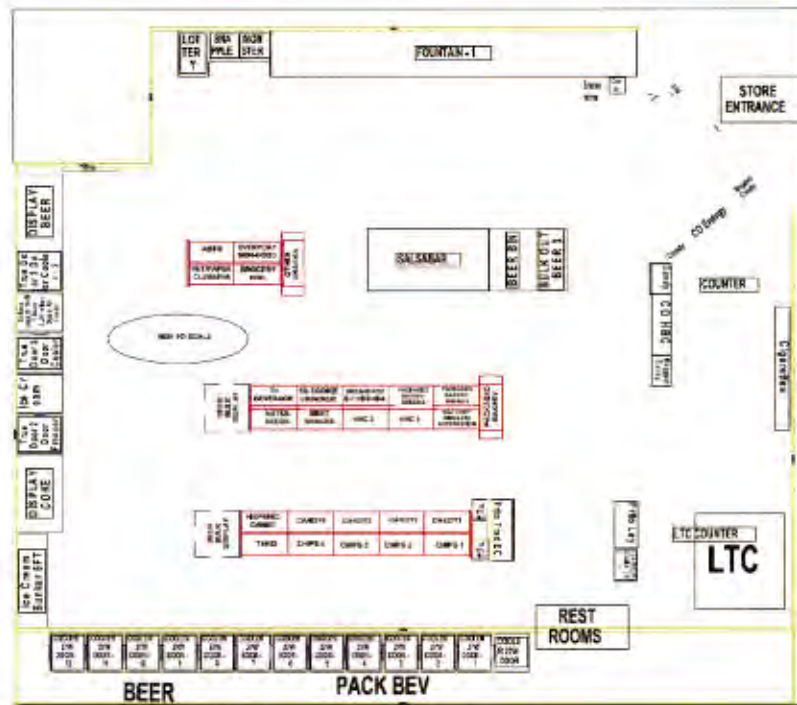
10	10
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NOT TO SCALE

REVIEWED
8-16-13
APPROVED
BY OPS

Admin Inc.
Floor Planning Firm

40739-
9823



For questions or concerns, please contact: GM-HorizonPlanogramSupport@7-11.com



 Harlingen city limits shp
 200' Notification Boundary
 Subject Property

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

This map has been produced by the City of Harlingen for the sole purpose of locating jurisdictional boundaries and is not intended for any other. The map data is compiled from various sources including orthophoto imagery, engineer plans and plats, survey field notes, and other sources. This map is intended for graphic representation only. No warranty is made by the City regarding its accuracy or completeness. Before relying on any information on the map, check with the Planning Department.
Date of map 08/20/2024

ATTACHMENT VII

Aerial View



**Specific Use Permit ("SUP") Routing Slip****Applicant:** Tim Ilaoa c/o 7-Eleven Inc.**Phone No.:** (972) 890-2560**Location:** 202 N Ed Carey Drive**Project Description:** Request for a Special Use Permit (SUP) to allow the sale of alcoholic beverages for on-site consumption, in a General Retail ("GR") District located at 202 N Ed Carey Drive.**Department:** Fire Prevention Bureau**Approval:** X YES NO**Comments:** Applicant will have to meet any codes, regulations, ordinances, and standards required for permit.**Fire Marshal Juan Saucedo Jr.**

A handwritten signature in blue ink that reads 'Juan Saucedo Jr.'.

Date: August 22, 2024

ATTACHMENT IX



Specific Use Permit ("SUP") Routing Slip

Applicant: Tim Ilaoa c/o 7-Elven Inc.

Phone No.: (972)890-2560

Location: 202 N Ed Carey Drive

Project Description: Request for a Special Use Permit (SUP) to allow the sale of alcoholic beverages for on-site consumption, in a General Retail ("GR") District located at the above referenced site.

Department: Building Permits and Inspections Department.

Approval: ☒ YES ☐ NO

Comments:

A Building Permit application for Re-Occupancy with floor plans must be submitted to the building department office for review for the proposed address to comply with the 2018 International Building Code and Family of Codes.

A handwritten signature in blue ink, appearing to read 'Tim Ilaoa', is written over a horizontal line.

09/05/2024

Signature

Date



Specific Use Permit ("SUP") Routing Slip

Applicant: Tim Ilaoa c/o 7-Eleven Inc.

Phone No.: (972)890-2560

Location: 202 N Ed Carey Drive

Project Description: Request for a Special Use Permit (SUP) to allow the sale of alcoholic beverages for on-site consumption, in a General Retail ("GR") District located at the above referenced site.

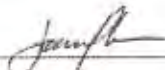
Department: Health Department

Approval: ☒ YES ☐ NO

Comments: **7-Eleven located at 202 N Ed Cary Drive is currently permitted by the Health Department and by the Finance Department at City Hall to sell alcohol on their property. The health permit does not distinguish between the selling or the consumption of alcohol on the property, that rule falls under the Texas Alcohol and Beverage Commission (TABC) and the Texas Alcoholic Beverage Code - ALCO BEV 101.72 Consumption of Alcoholic Beverage on Premises Licensed for Off-Premises Consumption (a) A person commits an offense if the person knowingly consumes liquor or beer on the premises of a holder of a wine and beer retailer's off-premise permit or a retail dealer's off-premise license. No, you cannot drink alcohol in a**

ATTACHMENT X

convenience store in Texas if you are knowingly consuming liquor or beer. This is because it is illegal to consume alcohol on the premise of a retailer that holds an off-premise permit or license for wine and beer. 7-Eleven will have to apply for On-premises Consumption Permit through TABC.



Signature

9-5-24

Date

ATTACHMENT XI



HARLINGEN POLICE DEPARTMENT
1618 FAIR PARK BLVD., HARLINGEN, TX 78559

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

TO: Chief of Police

DATE: 9/5/24

FROM: District Representative Benito Bravo #3412

RE: Specific Use Permit 202 N. Ed Carey Dr.

Name of Location: Stripes Store #40739H (7-Eleven)

Location: 202 N. Ed Carey Dr., Harlingen, Texas, 78550

Description: A Specific Use Permit (SUP) was received by the Harlingen Police Department by way of the City of Harlingen Planning and Development Department. The application was entered by Tim Llaoa c/o 7-Eleven Inc. The request is to allow the sale of alcoholic beverages for on-site consumption inside the convenience store.

An on-site visual inspection was conducted at the above location. Ms. Lizette Luna, Stripes Store Manager, informed me that a new "Margarita" frozen drink dispenser is to be placed on location. The dispenser will be located within the kitchen area of the taco preparation table.

All the employees, as well as the food service employees, will complete the Texas Alcoholic Beverage Commission (TABC) training. They will follow and obey TABC hours of sale and consumption.

Upon approval, the dispenser will be set up and ready for service. The existing building, property, sidewalks, utilities, security camera system and parking spaces appeared to be in adequate condition during the visual inspection. This location will be subject to inspection by the Harlingen Police Department on any occasion to check if all guidelines of the City Ordinances are being followed.

	SIGNATURE	ID#	DATE
OFFICER / EMPLOYEE	<i>[Signature]</i>	3412	09/05/2024
SERGEANT / SUPERVISOR	<i>[Signature]</i>	3464	9/5/24
COMMANDER / MANAGER			
DEPUTY CHIEF			
ASSISTANT CHIEF			
CHIEF OF POLICE	<i>[Signature]</i>	2088	9/5/24

ATTACHMENT XI



Specific Use Permit ("SUP") Routing Slip

Applicant: Tim Ilaga c/o 7-Eleven Inc.

Phone No.: (972)890-2560

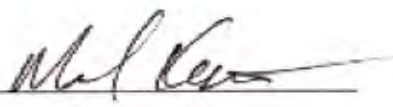
Location: 202 N Ed Carey Drive

Project Description: Request for a Special Use Permit (SUP) to allow the sale of alcoholic beverages for on-site consumption, in a General Retail ("GR") District located at the above referenced site.

Department: Harlingen Police Dept.

Approval: ☒ YES ☐ NO

Comments:


Signature

9-4-24
Date

ORDINANCE NO. 24-

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF HARLINGEN: A SPECIAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL RETAIL ("GR") DISTRICT FOR A STRIPES CONVENIENCE STORE, LOCATED AT 202 N. ED CAREY DRIVE, BEARING A LEGAL DESCRIPTION OF LOT 1, BLOCK 1, CAMINO REAL SUBDIVISION.

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

BE IT ORDAINED BY THE CITY OF HARLINGEN

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

Special Use Permit (SUP) issued to 7-Eleven Inc. to allow the sale of alcoholic beverages for on-premise consumption in a General Retail ("GR") District located at 202 N. Ed Carey Drive, bearing a legal description of Lot 1, Block 1, Camino Real Subdivision.

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

The Special Use Permit is made contingent upon construction being complied in accordance with the site plan, a true and correct copy of which is attached hereto and incorporated herein by reference as Exhibit "A" and shall comply with the conditions as listed below:

1. Must obtain and maintain the proper State and City permits;
2. Must maintain the required parking in accordance with city regulations;
3. Must provide video surveillance with a minimum 30 day retention; and,
4. Must comply with the requirements administered by Planning and Zoning, Building Inspections, Fire Prevention, Health and Police Departments
5. Hours of operation shall be from 7:00 am to 12:00 pm, everyday.

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

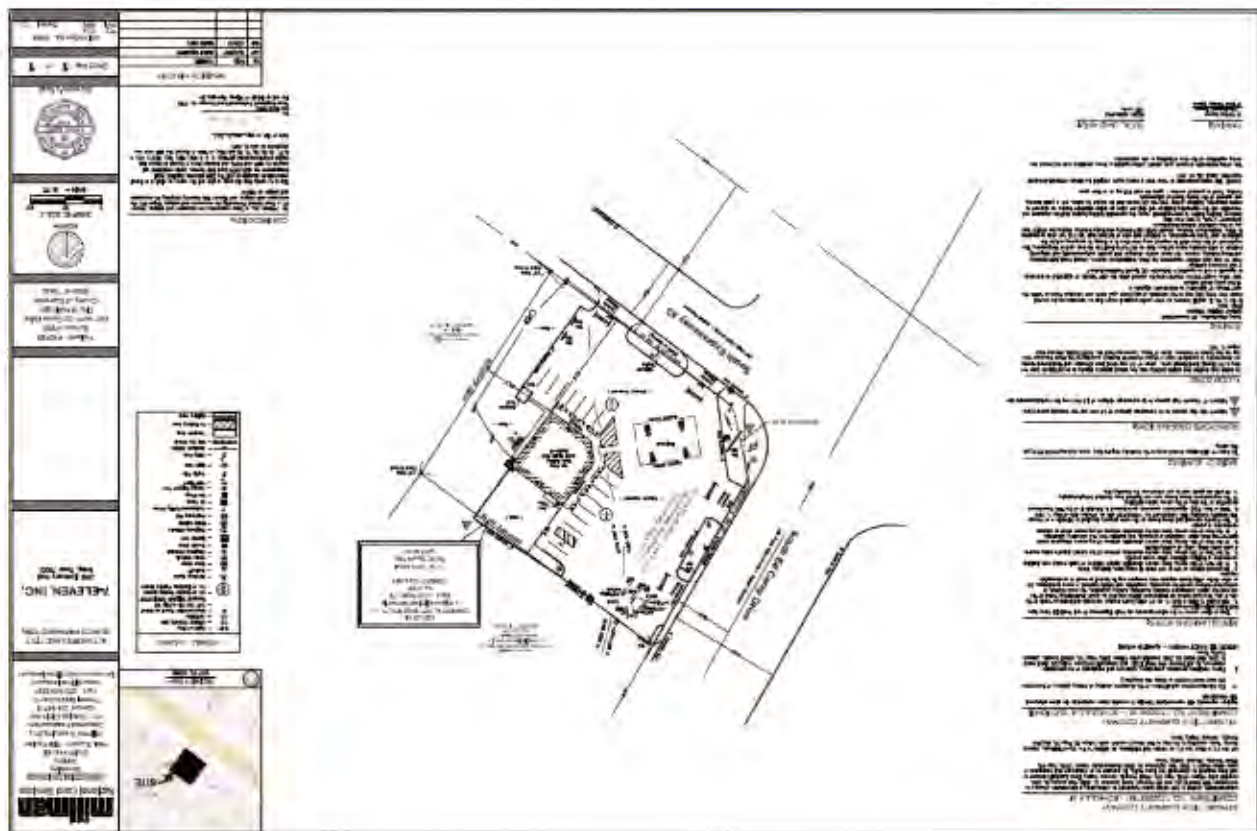


Exhibit "A"

Exhibit "B"



PLANNING AND ZONING COMMISSION

September 25, 2024

Public hearing and take action to consider a request for a Special Use Permit (SUP) to allow the sale of alcoholic beverages for on-premise consumption in a General Retail ("GR") District located at 202 N. Ed Carey Drive, bearing a legal description of Lot 1, Block 1, Camino Real Subdivision. Applicant: Tim Ilaoa c/o 7-Eleven, Inc.

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

- The Legal Notice map was shown to identify the location of the subject property. The existing store is located at the corner of Ed Carey and Expressway 77/83
- A Street View of the subject property from Expressway 77 was presented. The property is north of the Home Depot.
- It was explained that the request is the same for the SUP issued to the Stripes at 1610 S. "F" Street, off the Expressway.
 - According to the site plan and information submitted by the applicant, the applicant has applied to change their TABC license from off-premise to on-premise (BQ Permit) to be able to sell a wine-based product known as the "Margarita" for on-site consumption.
 - The applicant is proposing to have indoor seating for on-site consumption.
 - Based on the seating and square footage of the space, eleven (11) parking spaces are required. The location has sixteen (16) spaces.
- The site plan was presented showing the parking and the exterior building.
- The floor plan of the existing store was presented. The entrance is to the south side, facing the expressway. The area for the proposed tables and chairs was pointed out.
- An Aerial View of the subject property was presented to describe the surrounding land uses. Most of the surrounding area is commercial. The properties identified included a commercial Plaza, the Lowe's, the Home Depot to the south, Tejano Mart to the west, and the Denny's Restaurant to the east.
- The legal notice notification was presented. It was sent out to five (5) property owners and Staff did not receive any objections.
- Mr. Olivo stated that the Building Inspections, Fire, Health and Police Departments reviewed the request and reported no objections.
- A photo showing a margarita machine from a location in Pharr, Tx was presented. Mr. Cervantes said these machines are already operational in Pharr. He pointed out that the machine is in the cooking area and not accessible to kids. He said the drink has to be ordered from the cook, where they can then card the customer as needed. He said the drink can then be taken to go or the customer can drink it inside the store with their meal.
- Mr. Cervantes provided an update to the Stripes on "F" Street that was approved three (3) months ago. He said that even though the SUP was approved, they are not selling the margarita product yet.
- Mr. Olivo stated Staff is recommending approval with the following conditions.
 - Maintaining their permits,
 - Complying with parking requirements,
 - Provide video surveillance,
 - Comply with the requirements from the appropriate city departments, and

- The hours of operation to be 7:00 a.m. to 12:00 a.m. (midnight) every day.
- Mr. Olivo made himself available to take any questions on the item.

Vice Chrm. Sanchez asked if there were any questions for Staff. Upon hearing none, he proceeded to the Public Hearing on the item. The Public Hearing was opened. The Vice Chrm. asked if there was anyone present that would like to speak in favor or against. Upon hearing and seeing no one, the Public Hearing was closed.

The Vice Chrm. asked if there was a motion. Cmr. Perez made the motion to approve. Cmr. Flores seconded the motion. The motion was moved to a vote. The motion passed unanimously.

10(b)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 2, 2024**

Agenda Item:

Consideration and possible action to adopt an ordinance on first reading for a Special Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Retail ("GR") District, for a Stripes Convenience Store, located at 1250 N. 77 Sunshine Strip, bearing a legal description of Lot 11 and the West ½ of Lot 12, Block 1, North Crown Heights Subdivision. Applicant: Tim Ilaoa c/o 7-Eleven Inc. Attachment **(Planning & Development)**

Prepared By: Xavier Cervantes, AICP, CPM

Title: Planning and Development Director

Signature: *Xavier Cervantes*

Brief Summary:

Project Timeline

- August 19, 2024 – Application for Special Use Permit (SUP) submitted to the City. **(ATTACHMENT I and II)**
- August 30, 2024 – In accordance with State and local law, notice of required public hearings published in the Valley Morning Star and mailed to all property owners within 200 feet of subject tract.
- August 31, 2024 – In accordance with State and local law, notice of required public hearings mailed to all property owners within 200 feet of subject tract.
- September 11, 2024– Public hearing and consideration of requested Special Use Permit by the Planning and Zoning Commission.
- September 18, 2024 – Public hearing and consideration of requested Special Use Permit 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

- Pursuant to Section 111-62 the City of Harlingen's Code of Ordinances, the sale of alcoholic beverages for on-site consumption in a General Retail ("GR") District requires the approval of a Special Use Permit (SUP) by the City Commission.
- 7-Eleven Inc., the applicant, is requesting a Special Use Permit to allow for the sale of alcohol for on-site consumption out of an existing Stripes Convenience Store. The Stripes Convenience Store is approximately 2,400 square feet. **(ATTACHMENT III)**
- According to the site plan and information submitted, the applicant has applied to change their TABC application from a "Wine and Malt Beverage Retailers Off-Premise Permit ("BQ") to a Wine and Malt Beverage Retail Dealer's On-Premise Permit ("BG"), which allows for the sale of wine and malt beverages for on- and off-premise consumption. The applicant is proposing to sell a wine based ready-to-drink product known as the "Margarita" for on-premise consumption. Seating will be provided indoors for the on-premise consumption. The hours of operation will be everyday from 7:00 a.m. to 12:00 p.m. Nine (9) parking spaces are required, and sixteen (15) parking spaces provided. **(ATTACHMENT IV AND V)**
- Surrounding properties are zoned General Retail ("GR") District to the south, east

and west, and Residential, Single Family ("R-1") District to the south. Surrounding land uses consist of single family homes to the north, Laundry Land to the south, Tropical Texas Center to the east, and a Stripes Convenience Store that is under construction. **(ATTACHMENT VI AND VII)**

- The Building Inspections Department, Fire Prevention Bureau, Harlingen Police Department, and Health Department have reviewed the application and recommended approval of the Special Use Permit. **(ATTACHMENT VIII-XI)**
- In accordance with the Zoning Chapter of the Code of Ordinances, the P&Z Commission and City Commission may impose requirements and conditions of approval as are needed to ensure that a use requested by a SUP is compatible and complementary to adjacent properties.
- To present, the Planning and Development Department has not received any calls opposition to the requested special use permit.

Funding (if applicable):

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

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

Finance Director's approval:

☐ Yes ☐ No ☐ N/A

Staff Recommendation:

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

1. Must obtain and maintain the proper State and City permits;
2. Must maintain the required parking in accordance with city regulations;
3. Must provide video surveillance with a minimum 30 day retention;
4. Must comply with the requirements administered by Planning and Zoning, Building Inspections, Fire Prevention, Health and Police Departments; and
5. Hours of operation shall be from 7:00 am to 12:00 pm, everyday.

City Manager's approval:



☒ Yes ☐ No ☐ N/A

City Attorney's approval:

Comments:



☒ Yes ☐ No ☐ N/A

ATTACHMENT I

CITY OF HARLINGEN PLANNING AND DEVELOPMENT DEPARTMENT MASTER APPLICATION

40761H

PROPERTY INFORMATION (Please PRINT or TYPE)

Project Address 1250 N 77 Sunshine Strip Nearest Intersection _____
 (Proposed) Subdivision Name HARLINGEN N CROWN HEIGHTS-1 LOT 11 & W1/2 LOT 12 BLK 1 Lot 1 Block _____
 Existing Zoning Designation Retail Future Land Use Plan Designation On Premise Alcohol Sales

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent Tim Ilada Phone 972-890-2560 FAX N/A
 Email Address (for project correspondence only): tim@texaslicensing.net
 Mailing Address 217 E. Main St. #819 City Royse City State TX Zip 75189
 Property Owner 7-Eleven Inc. Phone 972-828-6265 FAX N/A
 Email Address (for project correspondence only): shantelle.grier-green@7-11.com
 Mailing Address P.O. Box 139044 City Dallas State TX Zip 75313

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

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

Please provide a basic description of the proposed project. Changing the alcohol type from off-premise alcohol sales to on-premise
*See enclosed letter

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: Tim Ilada Date: 08/16/2024

Property Owner(s) Signature: [Signature] Date: 08/16/2024

Accepted by: _____ Date: _____

To Whom It May Concern,

Our Team at 7-11 is currently expanding our Laredo Taco Margarita concept throughout South Texas. To comply with Texas ABC requirements, we have applied for an on-premises BG permit. We will legally be allowed to serve for on-premises consumption, but we have found that most of our consumers purchase this with the intention of consumption at home.

The "Margarita" is a wine-based product distributed by L&F Distributors and manufactured by MPACT Beverages out of Houston. This is a Texas made product. This wine based ready-to-drink product has a 10.5% ABV for Strawberry and a 9.5% ABV for Classic. This product has already rolled out in several communities quite successfully.

Employees will complete Texas ABC training that includes age verification & safe serving recommendations. As a responsible retailer, we have also set up age verifications prompts at our point of sales to require age verification for every purchase.

Thanks,

Adrian Poulisse

Senior Store Innovation Analyst

Cypress Waters | 3200 Hackberry Road | Irving, Texas | 75063
W 972.628.1820 | C 615.300.8615 | Adrian.Poulisse@7-11.com



[illegible]

ATTACHMENT IV

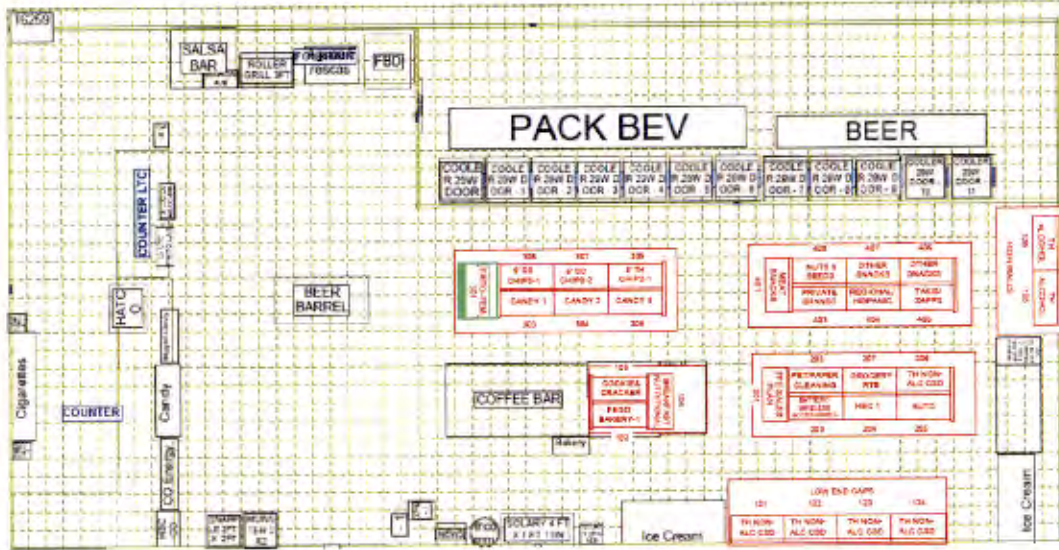
Street View from North 77 Sunshine
Strip



ATTACHMENT V



-ELE E
N I L I
C I E T T
N



40761 - 9651
1250 N. 77 SUNSHINE STRIP
HARLINGEN, TX

md
4-13-22

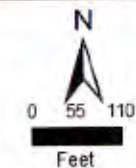
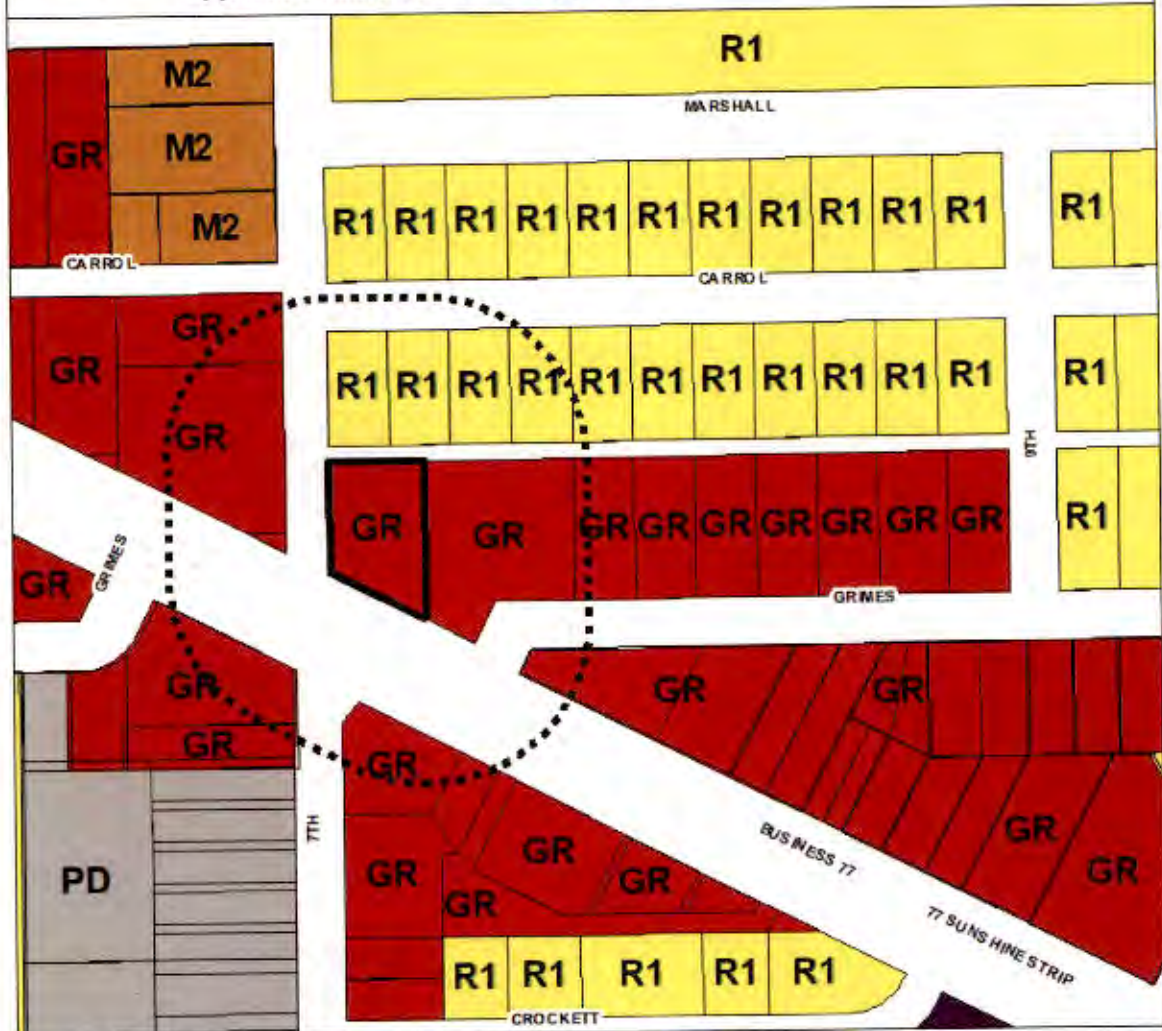
THIS DRAWING IS FOR THE REVIEW / APPROVAL OF THE
MERCHANDISE FOOTPRINT AND RETAIL SECTIONS ONLY

7-Eleven Inc.
STORE DESIGN
MERCH
FOOTPRINT

ATTACHMENT VI



Request for a Special Use Permit ("SUP") to allow the sale of alcoholic beverages for on-site consumption, in a General Retail ("GR") District located at 1250 N. 77 Sunshine Strip, bearing a legal description of Lot 11 and the west 1/2 of Lot 12, Block 1, N Crown Heights Subdivision.
Applicant: Tim Ilaoa c/o 7-Eleven Inc.



Boundary lines

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

Zoning Designations

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

This map has been produced by the City of Harlingen for the sole purpose of locating jurisdictional boundaries and is not intended for any other. The map data is compiled from various sources including orthophoto imagery, engineer plans and plats, survey field notes, and other sources. This map is intended for graphic representation only. No warranty is made by the City regarding its accuracy or completeness. Before relying on any information on the map, check with the Planning Department.
Date of map 08.20.2024

ATTACHMENT VII

Aerial View





Specific Use Permit ("SUP") Routing Slip

Applicant: Tim Ilaoa c/o 7-Eleven Inc.

Phone No.: (972) 890-2560

Location: 1250 N 77 Sunshine Strip

Project Description: Request for a Special Use Permit (SUP) to allow the sale of alcoholic beverages for on-site consumption, in a General Retail ("GR") District located at 1250 N 77 Sunshine Strip.

Department: Fire Prevention Bureau

Approval: X YES NO

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

Fire Marshal Juan Saucedo Jr.

Juan Saucedo Jr

Date: August 22, 2024



Specific Use Permit ("SUP") Routing Slip

Applicant: Tim Ilaoa c/o 7-Elven Inc.

Phone No.: (972)890-2560

Location: 1250 N 77 Sunshine Strip

Project Description: Request for a Special Use Permit (SUP) to allow the sale of alcoholic beverages for on-site consumption, in a General Retail ("GR") District located at the above referenced site.

Department: Building Permits and Inspections Department

Approval: ☒ YES ☐ NO

Comments:

A Building Permit application for Re-Occupancy with floor plans must be submitted to the building department office for review for the proposed address to comply with the 2018 International Building Code and Family of Codes.

A handwritten signature in blue ink, appearing to be 'Tim Ilaoa', is written over a horizontal line.

09/05/2024

Signature

Date



Specific Use Permit ("SUP") Routing Slip

Applicant: Tim Ilaoa c/o 7-Eleven Inc

Phone No.: (972)890-2560

Location: 202 N Ed Carey Drive

Project Description: Request for a Special Use Permit (SUP) to allow the sale of alcoholic beverages for on-site consumption, in a General Retail ("GR") District located at the above referenced site.

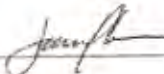
Department: Health Department

Approval: ☒ YES ☐ NO

Comments: 7-Eleven located at 202 N Ed Cary Drive is currently permitted by the Health Department and by the Finance Department at City Hall to sell alcohol on their property. The health permit does not distinguish between the selling or the consumption of alcohol on the property, that rule falls under the Texas Alcohol and Beverage Commission (TABC) and the Texas Alcoholic Beverage Code – ALCO BEV 101.72 Consumption of Alcoholic Beverage on Premises Licensed for Off-Premises Consumption (a) A person commits an offense if the person knowingly consumes liquor or beer on the premises of a holder of a wine and beer retailer's off-premise permit or a retail dealer's off-premise license. No, you cannot drink alcohol in a

ATTACHMENT X

convenience store in Texas if you are knowingly consuming liquor or beer. This is because it is illegal to consume alcohol on the premise of a retailer that holds an off-premise permit or license for wine and beer. 7-Eleven will have to apply for On-premises Consumption Permit through TABC.


Signature

9-5-24
Date

ATTACHMENT XI



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: 9/5/24

FROM: District Representative Benito Bravo #3412

RE: Specific Use Permit – 1250 N. 77 Sunshine Strip

Name of Location: Stripes Store #40761H (7-Eleven)

Location: 1250 North 77 Sunshine Strip, Harlingen, Texas. 78550

Description: A Specific Use Permit (SUP) was received by the Harlingen Police Department by way of the City of Harlingen Planning and Development Department. The application was entered by Tim Llaoa c/o 7-Eleven Inc. The request is to allow the sale of alcoholic beverages for on-site consumption inside the convenience store.

An on-site visual inspection was conducted at the above location. Ms. Ariana Quirioz, Stripes Store Manager, informed me that a new "Margarita" frozen drink dispenser is to be placed on location. The dispenser will be located within the kitchen area of the taco preparation table.

All the employees, as well as the food service employees, will complete the Texas Alcoholic Beverage Commission (TABC) training. They will follow and obey TABC hours of sale and consumption.

Upon approval, the dispenser will be set up and ready for service. The existing building, property, sidewalks, utilities, security camera system and parking spaces appeared to be in adequate condition during the visual inspection. This location will be subject to inspection by the Harlingen Police Department on any occasion to check if all guidelines of the City Ordinances are being followed.

	SIGNATURE	ID#	DATE
OFFICER / EMPLOYEE	<i>[Signature]</i>	3412	09/05/2024
SERGEANT / SUPERVISOR	<i>[Signature]</i>	3464	9/5/24
COMMANDER / MANAGER			
DEPUTY CHIEF			
ASSISTANT CHIEF			
CHIEF OF POLICE	<i>[Signature]</i>	3088	9/5/24

**Specific Use Permit ("SUP") Routing Slip****Applicant:** Tim Ilaga c/o 7-Elven Inc.**Phone No.:** (972)890-2560**Location:** 1250 N 77 Sunshine Strip**Project Description:** Request for a Special Use Permit (SUP) to allow the sale of alcoholic beverages for on-site consumption, in a General Retail ("GR") District located at the above referenced site.**Department:**Harlingen Police Dept.**Approval:**

YES

☐ NO**Comments:****Signature****Date**9-4-24

ORDINANCE NO. 24-

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF HARLINGEN: A SPECIAL USE PERMIT ISSUED TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL RETAIL ("GR") DISTRICT, FOR A STRIPES CONVENIENCE STORE LOCATED AT 1250 N. 77 SUNSHINE STRIP, BEARING A LEGAL DESCRIPTION OF LOT 11 AND THE WEST ½ OF LOT 12, BLOCK 1, NORTH CROWN HEIGHTS SUBDIVISION.

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

BE IT ORDAINED BY THE CITY OF HARLINGEN

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

Special Use Permit (SUP) issued to 7-Eleven Inc. to allow the sale of alcoholic beverages for on-premise consumption in a General Retail ("GR") District located at 1250 N. 77 Sunshine Strip, bearing a legal description of Lot 11 and the West ½ of Lot 12, Block 1, North Crown Heights Subdivision.

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

The Special Use Permit is made contingent upon construction being complied in accordance with the site plan, a true and correct copy of which is attached hereto and

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

1. Must obtain and maintain the proper State and City permits;
2. Must maintain the required parking in accordance with city regulations;
3. Must provide video surveillance with a minimum 30 day retention;
4. Must comply with the requirements administered by Planning and Zoning, Building Inspections, Fire Prevention, Health and Police Departments; and
5. Hours of operation shall be from 7:00 am to 12:00 pm, everyday.

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.

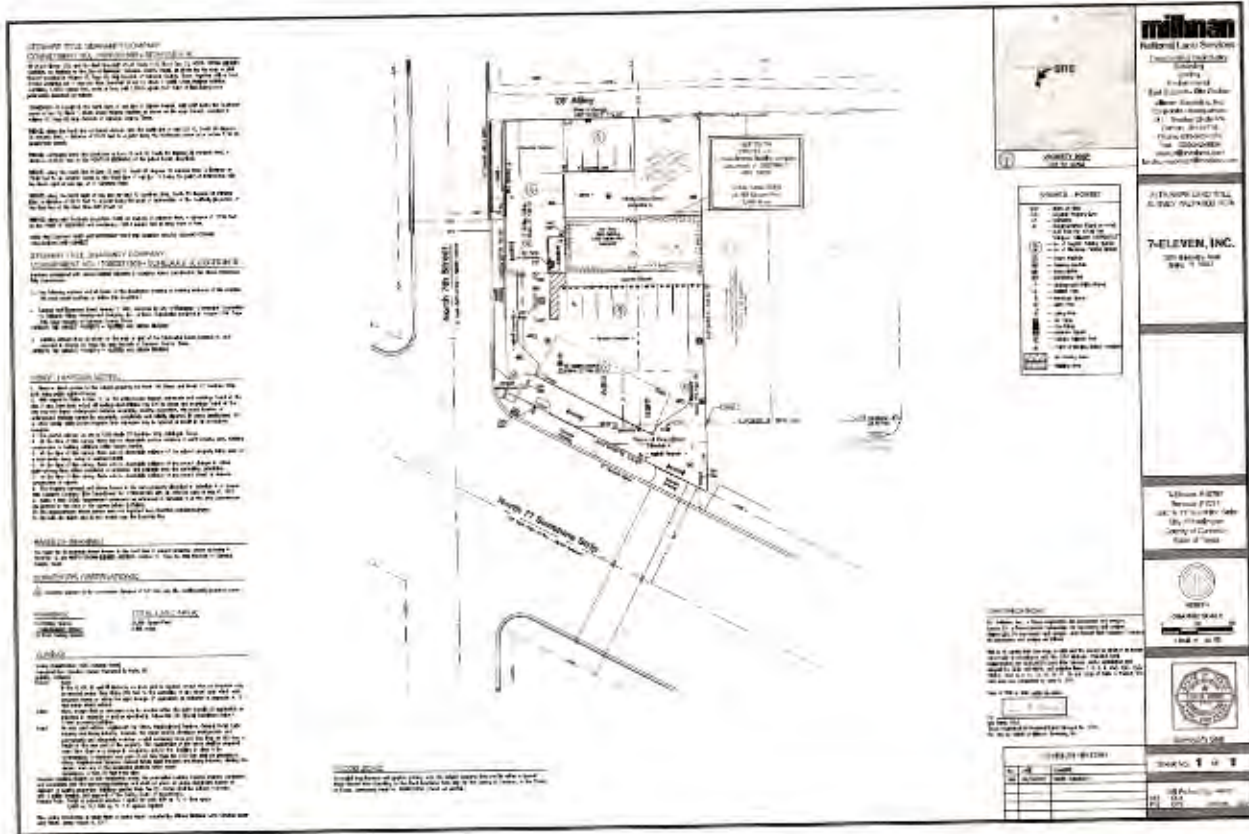
CITY OF HARLINGEN

Norma Sepulveda, Mayor

ATTEST:

Amanda C. Elizondo, City Secretary

Exhibit "A"

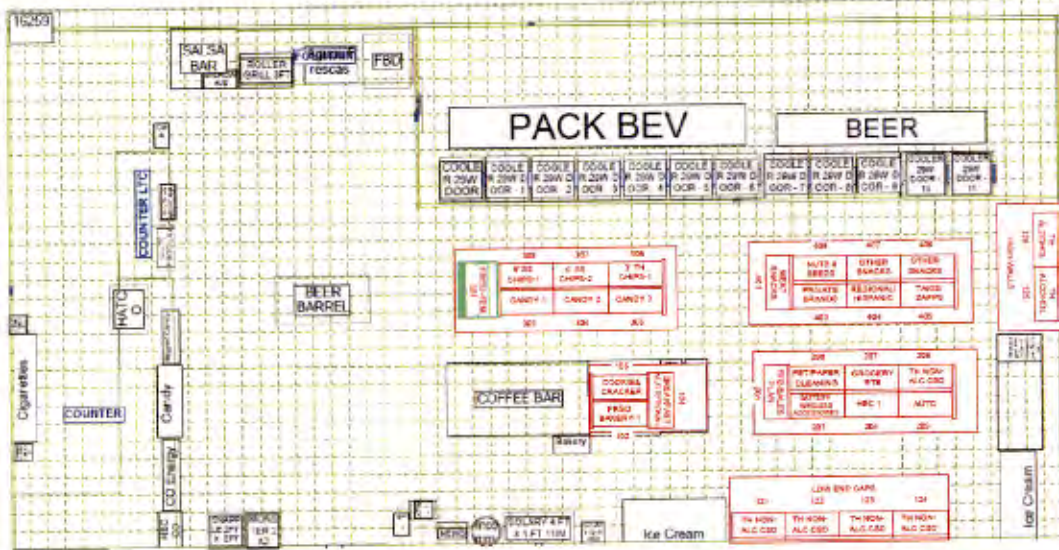


-ELE E

40761 - 9651
1250 N. 77 SUNSHINE STRIP
HARLINGEN, TX

md
4-13-22

T-BENNY INC.
STONE DESIGN
MERCH
FOOTPRINT



PLANNING AND ZONING COMMISSION

September 25, 2024

Public hearing and take action to consider a request for a Special Use Permit (SUP) to allow the sale of alcoholic beverages for on-premise consumption in a General Retail ("GR") District located at 1250 N. 77 Sunshine Strip, bearing a legal description of Lot 11 and the West ½ of Lot 12, Block 1, N Crown Heights Subdivision. Applicant: Tim Ilaoa c/o 7-Eleven, Inc.

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

- Mr. Olivo prefaced his presentation by saying this was a similar permit but just at a different location.
- The Legal Notice map was shown to identify the location of the subject property. The store is located on the corner of 7th Street and N. 77 Sunshine Strip. Harlingen High School is located to the north, the La Michoacana to the south and Laundry Land to the southeast.
- A Street View of the subject property from N. 77 Sunshine Strip was presented. The property is south of the high school.
- It was explained that the request is for the sale of the same wine-based product as with the previous agenda item.
 - The store is to maintain the same hours of operation, 7:00 a.m. to 12:00 a.m. (midnight)
 - The parking requirement is met. They are required to have nine (9) parking spaces, and they have fifteen (15) on-site.
- The submitted site plan and floor plan were presented. The applicant is proposing to have two (2) tables indoors.
- An Aerial View of the subject property was presented to describe the surrounding land uses. Most of the surrounding area is commercial. There is residential to the north and commercial to the west, east and south.
- Mr. Olivo stated that the Building Inspections, Fire, Health and Police Departments reviewed the request and reported no objections.
- The legal notice notification that was sent to property owners within a two hundred (200) foot radius was presented. Ten (10) property owners were notified, and Staff did not receive any objections.
- Mr. Olivo stated Staff is recommending approval with the same conditions as the previous one.
 - Maintaining their permits,
 - Provide the required parking,
 - Provide video surveillance,
 - Comply with the requirements from the appropriate city departments, and
 - Maintain the hours of operation as proposed, 7:00 a.m. to 12:00 a.m. (midnight), every day.
- Mr. Olivo made himself available to take any questions on the item.

Vice Chrm. Sanchez asked if there were any questions for Staff.

Vice Chrm. Sanchez proceeded to the Public Hearing on the item. The Public Hearing was opened. The Vice Chrm. asked if there was anyone present that would like to speak in favor or against the request. Upon hearing and seeing no one, the Public Hearing was closed.

The Vice Chrm. said he would entertain a motion. Cmr. Flores made the motion to approve. Cmr. Flores seconded the motion. The motion was moved to a vote. The motion passed unanimously.

12(c)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 2, 2024**

Agenda Item:

Consideration and possible action to adopt an ordinance on first reading for a Special Use Permit (SUP) to allow the sale of alcoholic beverages for on-premise consumption in a General Retail ("GR") District, for a Stripes Convenience Store located at 1313 Haverford Boulevard, bearing a legal description of Lot 1, Haverford Place Section 1 Subdivision. Applicant: Tim Ilaoa c/o 7-Eleven Inc. Attachment **(Planning & Development)**

Prepared By: Xavier Cervantes, AICP, CPM

Title: Planning and Development Director

Signature: *Xavier Cervantes*

Brief Summary:

Project Timeline

- August 19, 2024 – Application for Special Use Permit (SUP) submitted to the City. **(ATTACHMENT I)**
- September 10, 2024 – In accordance with State and local law, notice of required public hearings mailed to all property owners within 200 feet of subject tract.
- September 14, 2024 – In accordance with State and local law, notice of required public hearings published in the Valley Morning Star and mailed to all property owners within 200 feet of subject tract.
- September 25, 2024– Public hearing and consideration of requested Special Use Permit by the Planning and Zoning Commission.
- October 2, 2024 – Public hearing and consideration of requested Special Use Permit via 1st ordinance reading scheduled before the City Commission.
- October 16, 2024 – Pending approval of 1st ordinance reading, consideration of approval of 2nd ordinance reading scheduled before the City Commission.

Summary

- Per Section 111-62 the City of Harlingen's Code of Ordinances, the sale of alcoholic beverages for on-site consumption in a General Retail ("GR") District requires the approval of a Special Use Permit (SUP) by the City Commission.
- 7-Eleven Inc., the applicant, is requesting a Special Use Permit to allow the sale of alcohol for on-site consumption in an existing Stripes Convenience Store located at 1313 Haverford Boulevard. The Stripes Convenience Store is approximately 3,000 square feet. **(ATTACHMENT II, III)**
- Based on the site plan and information submitted, the applicant has applied to change their TABC application from a "Wine and Malt Beverage Retailers Off Premise Permit ("BQ") to a Wine and Malt Beverage Retail Dealer's On-Premise Permit ("BG"), which allows for the sale of wine and malt beverages for on- and off-premise consumption. The applicant is proposing to sell a wine based ready-to-drink product known as the "Margarita" for on-premise consumption. Seating will be provided indoors for the on-premise consumption. The hours of operation will be every day from 7:00 a.m. to 12:00 p.m. Eleven (11) parking spaces are

required, and fourteen (14) parking spaces are provided. **(ATTACHMENT II, III)**

- Surrounding properties are zoned General Retail ("GR") District to the north, east, south, and west. Surrounding land uses consist of a commercial plaza to the north, a canal and park to the east, single family residences to the south, and a children's daycare to the west. **(ATTACHMENT IV, V)**
- The Building Inspections Department, Fire Prevention Bureau, Harlingen Police Department, and Health Department have reviewed the application and recommended approval of the Special Use Permit. **(ATTACHMENT VI-VIII)**
- In accordance with the zoning ordinance, the P&Z Commission and City Commission may impose requirements and conditions of approval as needed to ensure that a use requested by a SUP is compatible and complementary to adjacent properties.
- To the present, the Planning and Zoning Department has received no phone calls in opposition from the surrounding property owners regarding the proposed request. Staff mailed out sixteen (16) legal notices to the surrounding property owners.

Funding (if applicable):

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

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

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

Staff Recommendation:

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

1. Must obtain and maintain the proper State and City permits;
2. Must maintain the required parking in accordance with city regulations;
3. Must provide video surveillance with a minimum 30 day retention; and,
4. Must comply with the requirements administered by Planning and Zoning, Building Inspections, Fire Prevention, Health and Police Departments
5. Hours of operation shall be from 7:00 am to 12:00 pm, every day.

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

City Attorney's approval:

 **Comments:**

☒ Yes ☐ No ☐ N/A

ATTACHMENT I

40709H

CITY OF HARLINGEN PLANNING AND DEVELOPMENT DEPARTMENT MASTER APPLICATION

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address 1313 Haverford Blvd. Nearest Intersection Haverford and Midlane Dr
(Proposed) Subdivision Name HAVERFORD PLACE Lot 1 Block 1
Existing Zoning Designation Retail Future Land Use Plan Designation On Premise Alcohol Sales

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent Tim Ilaoa Phone 972-890-2560 FAX N/A
Email Address (for project correspondence only): tim@texaslicensing.net
Mailing Address 217 E. Main St #819 City Royse City State TX Zip 75189
Property Owner 7-Eleven Inc. Phone 972-828-6265 FAX N/A
Email Address (for project correspondence only): shantelle.grier-green@7-11.com
Mailing Address P.O. Box 139044 City Dallas State TX Zip 75313

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

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

Please provide a basic description of the proposed project: Changing the alcohol type from off premise alcohol sales to on-premise
*See enclosed letter

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: Tim Ilaoa Date 8/15/24

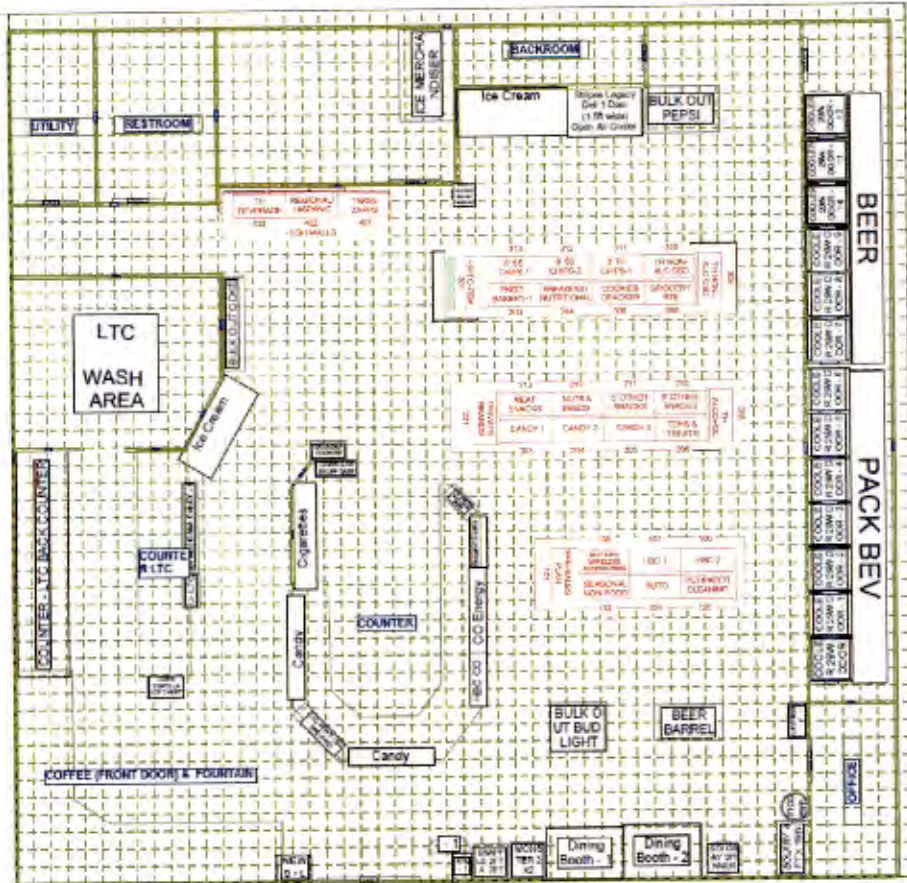
*Property Owner(s) Signature: [Signature] Date 8/15/24

Accepted by: _____ Date _____

[illegible]

40709 - 56146
1313 HAVERFORD BLVD
HARLINGEN, TX

7-Eleven Inc.
STORE DESIGN
MERCH
FOOTPRINT



THIS DRAWING IS FOR THE REVIEW / APPROVAL OF THE
MERCHANDISE FOOTPRINT AND RETAIL SECTIONS ONLY

ATTACHMENT II

Street View from S Expressway 83
Frontage Rd



ATTACHMENT II street view

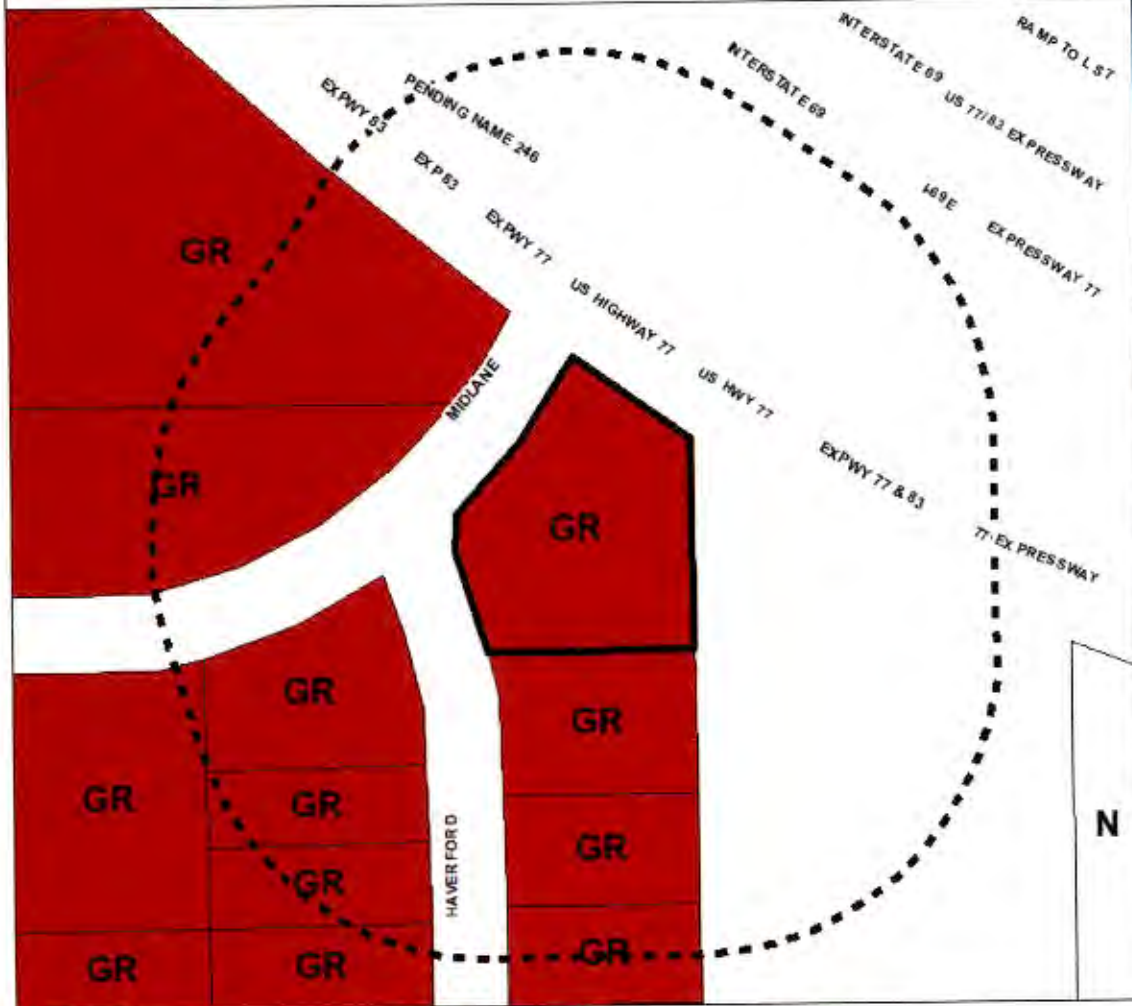
Street View from Haverford Blvd



ATTACHMENT IV



Request for a Special Use Permit (SUP) to allow the sale of alcoholic beverages for on-premise consumption in a General Retail ("GR") District, located at 1313 Haverford Boulevard, bearing a legal description of Lot 1, Haverford Place Section 1 Subdivision. Applicant: Tim Ilaoa c/o 7-Eleven Inc.



Boundary lines

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

Zoning Designations

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

This map has been produced by the City of Harlingen for the sole purpose of locating jurisdictional boundaries and is not intended for any other. The map data is compiled from various sources including orthophoto imagery, engineer plans and plats, survey field notes, and other sources. This map is intended for graphic representation only. No warranty is made by the City regarding its accuracy or completeness. Before relying on any information on the map, check with the Planning Department. Date of map 09.09.2024

Aerial View





Specific Use Permit ("SUP") Routing Slip

Applicant: Tim Hlaaa c/o 7-Eleven Inc.

Phone No.: (972) 890-2560

Location: 1313 Haverford Blvd

Project Description: Request for a Special Use Permit (SUP) to allow the sale of alcoholic beverages for on-site consumption, in a General Retail ("GR") District located at 1313 Haverford Blvd.

Department: Fire Prevention Bureau

Approval: X YES NO

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

Fire Marshal Juan Saucedo Jr.

Juan Saucedo Jr.

Date: September 9, 2024

ATTACHMENT VII – Building Inspections



Specific Use Permit ("SUP") Routing Slip

Applicant: Tim Ilaoa c/o 7-Eleven Inc.

Phone No.: (972)890-2560

Location: 1313 Haverford Blvd

Project Description: Request for a Special Use Permit (SUP) to allow the sale of alcoholic beverages for on-site consumption, in a General Retail ("GR") District located at the above referenced site.

Department: _____

Approval: X YES NO

Comments: **Provide construction documents submittal for plan review if alterations are being made to existing building or change of use if being considered. Ensure to comply with the 2018 IBC and family of codes.**

Raul Rodriguez

Signature

9-20-2024

Date



Specific Use Permit ("SUP") Routing Slip

Applicant: Tim Ilaca c/o 7-Eleven Inc.

Phone No.: (972)890-2560

Location: 1313 Haverford Blvd

Project Description: Request for a Special Use Permit (SUP) to allow the sale of alcoholic beverages for on-site consumption, in a General Retail ("GR") District located at the above referenced site.

Department: HARLINGEN POLICE DEPT.

Approval: ☒ YES ☐ NO

Comments:

Signature

Date

A handwritten signature in black ink, appearing to read 'M. L. Kays', written over a horizontal line.

9-10-2024



Specific Use Permit ("SUP") Routing Slip

Applicant: Tim Ilaoa c/o 7-Eleven Inc.

Phone No.: (972)890-2560

Location: 1313 Haverford Blvd

Project Description: Request for a Special Use Permit (SUP) to allow the sale of alcoholic beverages for on-site consumption, in a General Retail ("GR") District located at the above referenced site.

Department: Health Department

Approval: ☒ YES ☐ NO

Comments: 7-Eleven located at 1313 Haverford Blvd is currently permitted by the Health Department and by the Finance Department at City Hall to sell alcohol on their property. The health permit does not distinguish between the selling or the consumption of alcohol on the property, that rule falls under the Texas Alcohol and Beverage Commission (TABC) and the Texas Alcoholic Beverage Code – ALCO BEV 101.72 Consumption of Alcoholic Beverage on Premises Licensed for Off-Premises Consumption (a) A person commits an offense if the person knowingly consumes liquor or beer on the premises of a holder of a wine and beer retailer's off-premise permit or a retail dealer's off-premise license. No, you cannot drink alcohol in a convenience store in

ATTACHMENT IX – Health Department

Texas if you are knowingly consuming liquor or beer. This is because it is illegal to consume alcohol on the premise of a retailer that holds an off-premise permit or license for wine and beer. 7-Eleven will have to apply for On-premises Consumption Permit through TABC.



Signature

9-8-24

Date

ORDINANCE NO. 24-

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF HARLINGEN: A SPECIAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL RETAIL ("GR") DISTRICT, FOR A STRIPES CONVENIENCE STORE, LOCATED AT 1313 HAVERFORD BOULEVARD, BEARING A LEGAL DESCRIPTION OF LOT 1, HAVERFORD PLACE SECTION 1 SUBDIVISION.

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

BE IT ORDAINED BY THE CITY OF HARLINGEN

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

Special Use Permit (SUP) issued to Tim Ilaoa to allow the sale of alcoholic beverages for on-premise consumption in a General Retail ("GR") District located at 1313 Haverford Boulevard, bearing a legal description of Lot 1, Haverford Place Section 1 Subdivision.

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

The Special Use Permit is made contingent upon construction being complied in accordance with the site plan, a true and correct copy of which is attached hereto and

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

1. Must obtain and maintain the proper State and City permits;
2. Must maintain the required parking in accordance with city regulations;
3. Must provide video surveillance with a minimum 30 day retention; and,
4. Must comply with the requirements administered by Planning and Zoning, Building Inspections, Fire Prevention, Health and Police Departments
5. Hours of operation shall be from 7:00 am to 12:00 pm, every day.

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

7-Daven Inc.
STORE DESIGN
MERCH
FOOTPRINT



PLANNING AND ZONING COMMISSION

September 25, 2024

Public hearing and take action to consider a request for a Special Use Permit (SUP) to allow the sale of alcoholic beverages for on-premise consumption in a General Retail ("GR") District, located at 1313 Haverford Boulevard, bearing a legal description of Lot 1, Haverford Place Section 1 Subdivision. Applicant: Tim Ilaoa c/o 7-Eleven Inc.

City Planner, Esteeffania Hernández, presented the following information related to the request for a Special Use Permit, as follows:

- Ms. Hernández prefaced her presentation by saying that this was another Stripes location proposing the same drink – margaritas/daiquiris.
- The Legal Notice map was shown to identify the location of the subject property.
- The site plan that was provided by the applicant was presented.
- The floor plan provided by the applicant was presented which showed indoor seating available at the location.
- Street Views of the subject property from the frontage road and from Haverford Boulevard were presented.
- An Aerial View of the subject property was presented to describe the surrounding land uses. To the north is the frontage. There is a commercial plaza to the northwest, a park to the east, single-family residences to the south, the Department of Homeland Security to the southwest, and a daycare center to the west of the subject property.
- Surrounding zonings are general retail to the north, east, south and west.
- The legal notice notification that was sent to property owners was presented. Staff sent sixteen (16) legal notices. Staff did not receive any sort of written notices or phone calls, neither in opposition or inquiry.
- Ms. Hernández said that the Building Inspections, Fire, Health and Police Departments reviewed the request as presented and all recommended approval.
- Ms. Hernández stated that Staff is recommending the same approval as the previous two (2) items.
- Ms. Hernández made herself available to answer any questions.

Vice Chrm. Sanchez asked if there were any questions for Staff. Upon hearing none, he proceeded to the Public Hearing on the item. The Public Hearing was opened. The Vice Chrm. asked if there was anyone present that would like to speak in favor or against. Upon hearing and seeing no one, the Public Hearing was closed.

The Vice Chrm. said he would entertain a motion. Cmr. Perez made the motion to approve. Cmr. Cantu seconded the motion. The motion was moved to a vote. The motion passed unanimously.

10(d)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 2, 2024**

Agenda Item:

Consideration and possible action to adopt an ordinance on first reading for a Special Use Permit (SUP) to allow the sale of alcoholic beverages for on-premise consumption, in a General Retail ("GR") District located at the Stripes Convenience Store located at 1725 S. F Street, bearing a legal description of Lots 1 and 2, Harlingen Service Center Subdivision. Applicant: Tim Ilaoa c/o 7-Eleven Inc. Attachment **(Planning & Development)**

Prepared By: Xavier Cervantes, AICP, CPM

Title: Planning and Development Director

Signature: *Xavier Cervantes*

Brief Summary:

Project Timeline

- August 19, 2024 – Application for Special Use Permit (SUP) submitted to the City. **(ATTACHMENT I)**
- September 10, 2024 – In accordance with State and local law, notice of required public hearings mailed to all property owners within 200 feet of subject tract.
- September 14, 2024 – In accordance with State and local law, notice of required public hearings published in the Valley Morning Star and mailed to all property owners within 200 feet of subject tract.
- March 27, 2024– Public hearing and consideration of requested Special Use Permit by the Planning and Zoning Commission.
- April 2, 2024 – Public hearing and consideration of requested Special Use Permit via 1st ordinance reading scheduled before the City Commission.
- April 17, 2024 – Pending approval of 1st ordinance reading, consideration of approval of 2nd ordinance reading scheduled before the City Commission.

Summary

- Per Section 111-62 the City of Harlingen's Code of Ordinances, the sale of alcoholic beverages for on-site consumption in a General Retail ("GR") District requires the approval of a Special Use Permit (SUP) by the City Commission.
- 7-Eleven Inc., the applicant, is requesting a Special Use Permit to allow the sale of alcohol for on-site consumption in an existing Stripes Convenience Store located at 1725 S. F Street. The Stripes Convenience Store is approximately 2,556 square feet. **(ATTACHMENT II, III)**
- According to the site plan and information submitted, the applicant has applied to change their TABC application from a "Wine and Malt Beverage Retailers Off Premise Permit ("BQ") to a Wine and Malt Beverage Retail Dealer's On-Premise Permit ("BG"), which allows for the sale of wine and malt beverages for on- and off-premise consumption. The applicant is proposing to sell a wine based ready-to-drink product known as the "Margarita" for on-premise consumption. Seating will be provided indoors for the on-premise consumption. The hours of operation will be every day from 7:00 a.m. to 12:00 p.m. Eleven (11) parking spaces are required, and eleven (11) parking spaces are provided. **(ATTACHMENT IV AND V).**

- Surrounding properties are zoned General Retail ("GR") District to the north, east, south and west and Residential, Single-Family to the south. Surrounding land uses consist of a mix of commercial businesses and Residential, Single-Family houses to the north, a Residential, Single-Family Subdivision and commercial businesses to the east, Advance Auto Parts to the south, and another Stripes Convenience Store to the northwest. **(ATTACHMENT IV, V)**
- The Special Use Permit (SUP) for the Stripes Convenience Store across the street was approved by the Planning & Zoning Commission on March 27th, 2024, and by the City Commission on April 17th, 2024.
- The Building Inspections Department, Fire Prevention Bureau, Harlingen Police Department, and Health Department have reviewed the application and recommended approval of the Special Use Permit. **(ATTACHMENT VI-VIII)**
- In accordance with the zoning ordinance, the P&Z Commission and City Commission may impose requirements and conditions of approval as needed to ensure that a use requested by a SUP is compatible and complementary to adjacent properties.
- To present, the Planning and Development Department has not received any calls regarding the Special Use Permit (SUP) request. Staff mailed out

Funding (if applicable):

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

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

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

Staff Recommendation:

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

1. Must obtain and maintain the proper State and City permits;
2. Must maintain the required parking in accordance with city regulations;
3. Must provide video surveillance with a minimum 30 day retention; and,
4. Must comply with the requirements administered by the Planning and Zoning, Building Inspections, Fire Prevention, Health and Police Departments
5. Hours of operation shall be from 7:00 am to 12:00 pm, every day.

City Manager's approval:



☒ Yes ☐ No ☐ N/A

Comments:

City Attorney's approval:



☒ Yes ☐ No ☐ N/A

ATTACHMENT I

**CITY OF HARLINGEN PLANNING AND DEVELOPMENT DEPARTMENT
MASTER APPLICATION**

PROPERTY INFORMATION (Please PRINT or TYPE)	
Project Address <u>1725 S. F St.</u>	Nearest Intersection <u>E Llac St and S F St.</u>
(Proposed) Subdivision Name <u>Harlingen Service Center</u>	Lot <u>1</u> Block <u>1</u>
Existing Zoning Designation <u>Retail</u>	Future Land Use Plan Designation <u>On Premise Alcohol Sales</u>
OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)	
Applicant/Authorized Agent <u>Tim Ilaga</u>	Phone <u>972-890-2560</u> FAX <u>N/A</u>
Email Address (for project correspondence only): <u>tim@texaslicensing.net</u>	
Mailing Address <u>217 E. Main St. #819</u>	City <u>Royse City</u> State <u>TX</u> Zip <u>75189</u>
Property Owner <u>7-Eleven Inc.</u>	Phone <u>972-828-6265</u> FAX <u>N/A</u>
Email Address (for project correspondence only): <u>shantelle.grier-green@7-11.com</u>	
Mailing Address <u>P.O. Box 139044</u>	City <u>Dallas</u> State <u>TX</u> Zip <u>75313</u>
Select appropriate process for which approval is sought. Attach completed checklists with this application.	
☐ Annexation Request..... <u>No Fee</u>	☐ Preliminary Construction Plans and Final Plat. <u>\$150.00</u>
☐ Administrative Appeal (ZBA). <u>\$125.00</u>	☐ Minor Plat. <u>\$100.00</u>
☐ Comp. Plan Amendment Request... <u>\$250.00</u>	☐ Re-Plat <u>\$250.00</u>
☐ Re-zoning Request. <u>\$250.00</u>	☐ Vacating Plat <u>\$250.00</u>
☒ SUP Request/Renewal..... <u>\$250.00</u>	☐ Development Plat <u>\$50.00</u>
☐ Zoning Variance Request (ZBA)... <u>\$250.00</u>	☐ Subdivision Variance Request... <u>\$25.00 (each)</u>
☐ PDD Request..... <u>\$250.00</u>	☐ Right-of-Way / Utility Easement Abandonment. <u>No Fee</u>
☐ License to Encroach..... <u>\$250.00</u>	
Please provide a basic description of the proposed project: <u>Changing the alcohol type from off-premise alcohol sales to on-premise</u>	
<u>*See enclosed letter</u>	
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: <u>Tim Ilaga</u>	Date: <u>8/15/24</u>
*Property Owner(s) Signature: <u>[Signature]</u>	Date: <u>8/15/24</u>
Accepted by: _____	Date: _____

Street View from S. F Street

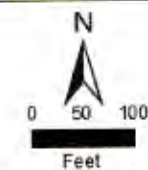
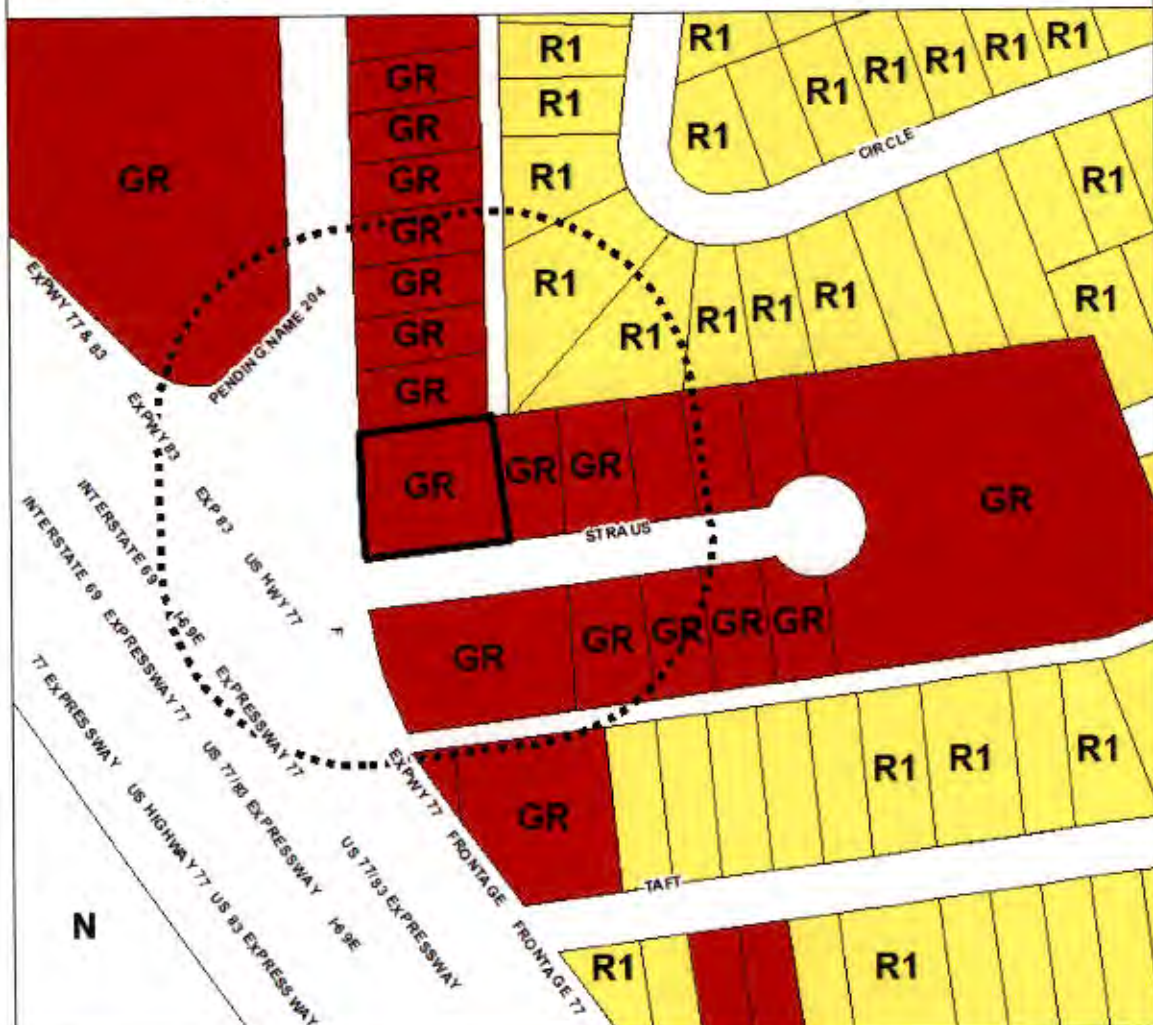


Street View from Straus Lane





Request for a Special Use Permit (SUP) to allow the sale of alcoholic beverages for on-site consumption, in a General Retail District ("GR") located at 1725 S. F Street, bearing a legal description of Lots 1 and 2, Harlingen Service Center Subdivision. Applicant: Tim Ilaoa c/o 7-Eleven inc.



Boundary lines

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

Zoning Designations

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

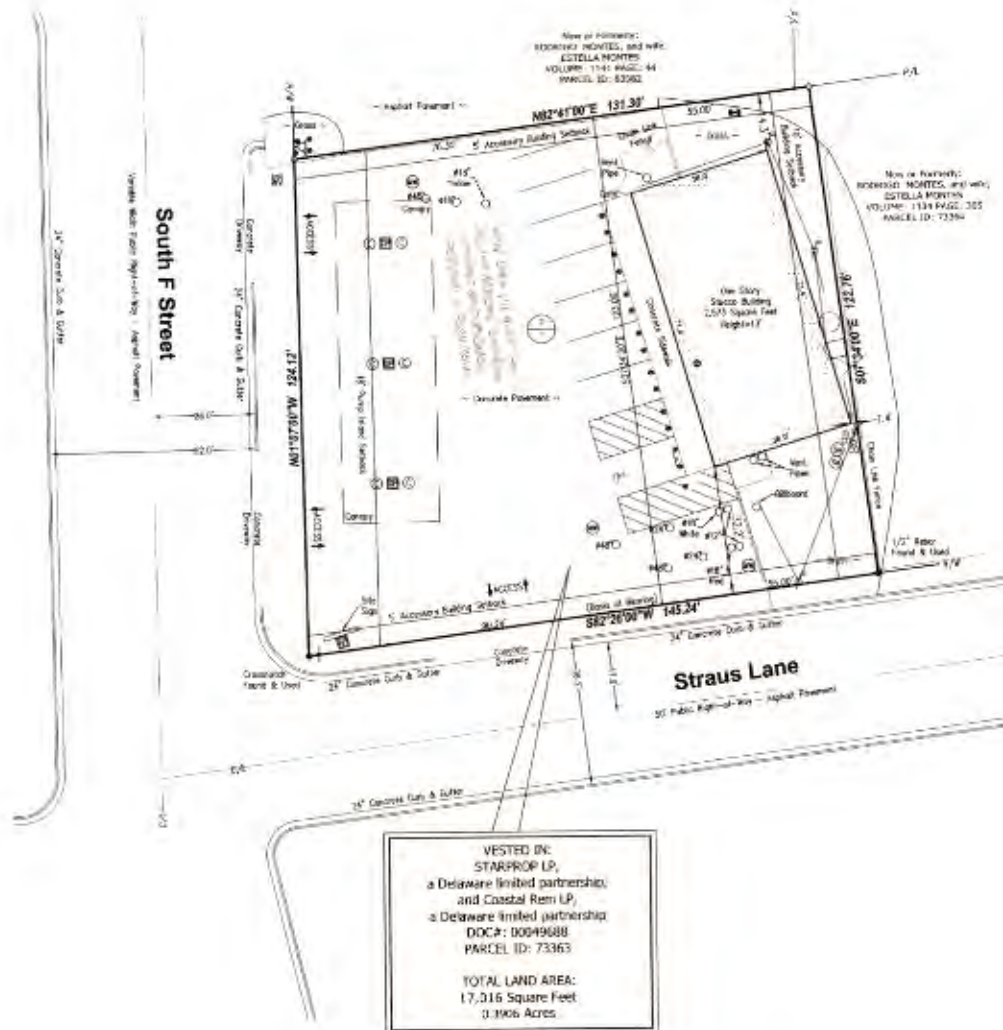
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ATTACHMENT IV

Aerial View



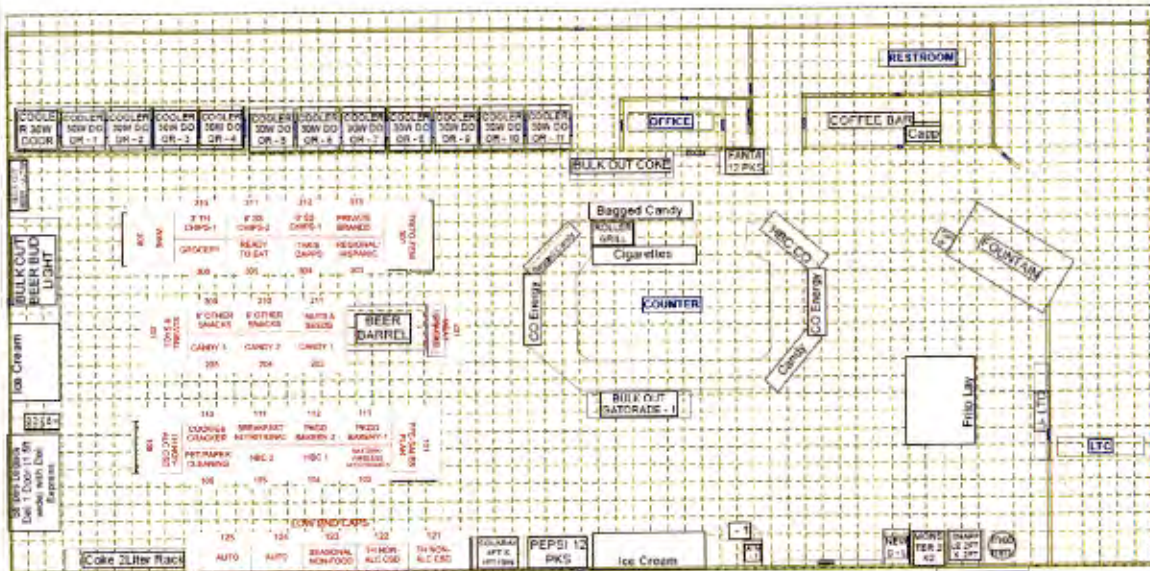
ATTACHMENT V — Site Plan



VESTED IN:
STARPROP LP,
a Delaware limited partnership,
and Coastal Rem LP,
a Delaware limited partnership
DOCA: 00049688
PARCEL ID: 73363

TOTAL LAND AREA:
17,316 Square Feet
0.3966 Acres

UTILITY INFORMATION	
CABLE Hartigan Networks Westwood 950-430-6100	CELLS AT&T Texas 877-375-4859
TELEPHONE City of Hartigan Public Works 950-216-5300	TELEPHONE AT&T 800-288-2020
WATER Hartigan Networks Spill 950-430-6100	CABLE Spectrum 877-688-5634 / 855-243-1884
GAS Texas Gas Service 800-700-2443	FIBER OPTIC Windstream 888-765-8301



40710 - 7795
1725 F STREET
HARLINGTON, TX

mvd

4-13-22

THIS DRAWING IS FOR THE REVIEW / APPROVAL OF THE
MERCHANDISE FOOTPRINT AND RETAIL SECTIONS ONLY

7-Eleven Inc.
STORE DESIGN
MERCH
FOOTPRINT



Specific Use Permit ("SUP") Routing Slip

Applicant: Tim Ilaoa c/o 7-Eleven Inc.

Phone No.: (972) 890-2560

Location: 1725 South F Street

Project Description: Request for a Special Use Permit (SUP) to allow the sale of alcoholic beverages for on-site consumption, in a General Retail ("GR") District located at 1725 South F Street.

Department: Fire Prevention Bureau

Approval: X YES NO

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

Fire Marshal Juan Saucedo Jr.

Juan Saucedo Jr.

Date: September 10, 2024



Specific Use Permit ("SUP") Routing Slip

Applicant: Tim Ilaoa c/o 7-Eleven Inc.

Phone No.: (972) 890-2560

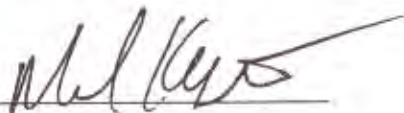
Location: 1725 S. F Street

Project Description: Request for a Special Use Permit (SUP) to allow the sale of alcoholic beverages for on-site consumption, in a General Retail ("GR") District located at 1725 S. F Street.

Department: HARLINGEN POLICE DEPT.

Approval: ☒ YES ☐ NO

Comments:


Signature

9-16-24
Date



Specific Use Permit ("SUP") Routing Slip

Applicant: Tim Ilaoa c/o 7-Eleven Inc.

Phone No.: (972) 890-2560

Location: 1725 S. F Street

Project Description: Request for a Special Use Permit (SUP) to allow the sale of alcoholic beverages for on-site consumption, in a General Retail ("GR") District located at 1725 S. F Street.

Department: _____

Approval: ☒ YES ☐ NO

Comments: **Provide construction documents submittal for plan review if alterations are being made to existing building or change of use if being considered. Ensure to comply with the 2018 IBC and family of codes.**

Raul Rodriguez _____

Signature

9-20-2024 _____

Date



Specific Use Permit ("SUP") Routing Slip

Applicant: Tim Ilaoa c/o 7-Eleven Inc. _____

Phone No.: (972) 890-2560 _____

Location: 1725 S. F Street _____

Project Description: Request for a Special Use Permit (SUP) to allow the sale of alcoholic beverages for on-site consumption, in a General Retail ("GR") District located at 1725 S. F Street.

Department: Health Department _____

Approval: ☒ YES ☐ NO

Comments: 7-Eleven located at 202 N Ed Cary Drive is currently permitted by the Health Department and by the Finance Department at City Hall to sell alcohol on their property. The health permit does not distinguish between the selling or the consumption of alcohol on the property, that rule falls under the Texas Alcohol and Beverage Commission (TABC) and the Texas Alcoholic Beverage Code – ALCO BEV 101.72 Consumption of Alcoholic Beverage on Premises Licensed for Off-Premises Consumption (a) A person commits an offense if the person knowingly consumes liquor or beer on the premises of a holder of a wine and beer retailer's off-premise permit or a retail dealer's off-premise license. No, you cannot drink alcohol in a

ATTACHMENT X – Health Department con't.

convenience store in Texas if you are knowingly consuming liquor or beer. This is because it is illegal to consume alcohol on the premise of a retailer that holds an off-premise permit or license for wine and beer. 7-Eleven will have to apply for On-premises Consumption Permit through TABC.

A handwritten signature in cursive script, appearing to read "Janet", is written over a horizontal line.

Signature

9-10-24

Date

ORDINANCE NO. 24-

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF HARLINGEN: A SPECIAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON—PREMISE CONSUMPTION IN A GENEAL RETAIL ("GR") DISRICT FOR A STRIPES CONVENIENCE STORE LOCATED AT 1725 S. F STREET, BEARING A LEGAL DESCRIPTION OF LOTS 1 AND 2, BLOCK 1, HARLINGEN SERVICE CENTER SUBDIVISION.

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

BE IT ORDAINED BY THE CITY OF HARLINGEN

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

Special Use Permit (SUP) issued to 7-Eleven Inc. to allow the sale of alcoholic beverages for on-premise consumption in a General Retail ("GR") District located at 1725 S. F Street, bearing a legal description of Lots 1 and 2, Harlingen Service Center Subdivision 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 Chief Building Official and for the joint use and information of the Planning and Zoning Commission shall, upon final enactment hereof, be and the same is herewith amended and revised to reflect that the above described property is zoned for land use purposes as above indicated by the boundaries thereof being outlined in pronounced heavy line markings and such heavy line marking boundary enclosure being indicated within the appropriate initials for that portion herewith zoned for particular land uses; with the Planning and Development Director being herewith instructed and authorized to document such Zoning Map changes and revisions.

The Special Use Permit is made contingent upon construction being complied in accordance with the site plan, a true and correct copy of which is attached hereto and

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

1. Must obtain and maintain the proper State and City permits;
2. Must maintain the required parking in accordance with city regulations;
3. Must provide video surveillance with a minimum 30 day retention; and,
4. Must comply with the requirements administered by the Planning and Zoning, Building Inspections, Fire Prevention, Health and Police Departments
5. Hours of operation shall be from 7:00 am to 12:00 pm, every day.

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.

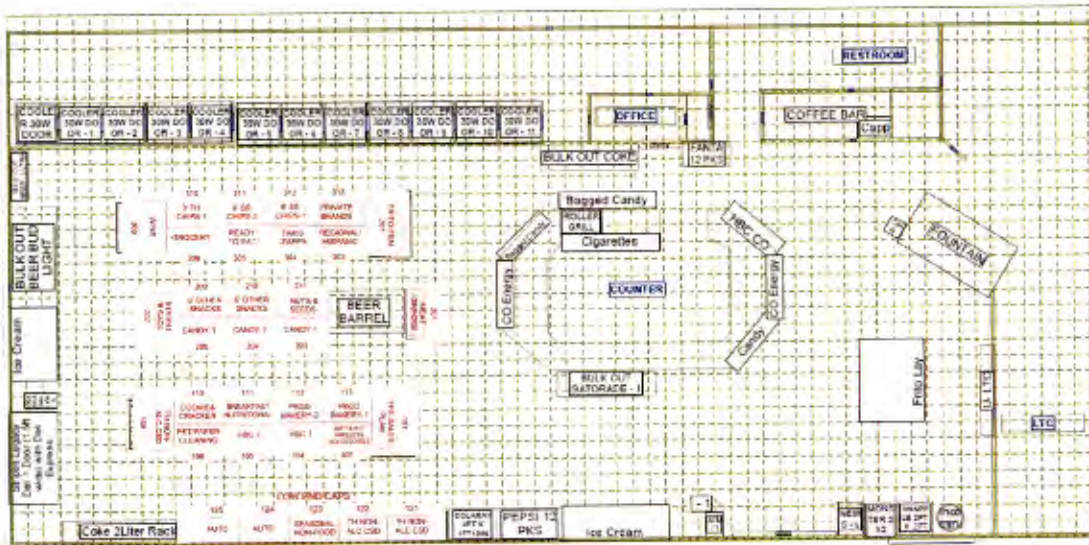
FINALLY ENACTED this ____ day of _____, 2024 at a regular meeting of the Elective Commission of the City of Harlingen, Texas at which a quorum was present, and which was held in accordance with TEXAS GOVERNMENT CODE, CHAPTER 551.

CITY OF HARLINGEN

Norma Sepulveda, Mayor

ATTEST:

Amanda C. Elizondo, City Secretary



40710 - 7795
1725 F STREET
HARLINGTON, TX

ind

4-13-22

1.8 Square Feet
 STORE DESIGN
 MERCH
 FOOTPRINT

THIS DRAWING IS FOR THE REVIEW / APPROVAL OF THE
MERCHANDISE FOOTPRINT AND RETAIL SECTIONS ONLY

PLANNING AND ZONING COMMISSION

September 25, 2024

Public hearing and take action to consider a request for a Special Use Permit (SUP) to allow the sale of alcoholic beverages for on-premise consumption in a General Retail ("GR") District, located at 1725 S. F Street, bearing a legal description of Lots 1 and 2, Harlingen Service Center Subdivision. Applicant: Tim Ilaoa c/o 7-Eleven Inc.

City Planner, Soledad A. Núñez, presented the following information related to the request for a Special Use Permit, as follows:

- Ms. Núñez prefaced her presentation by saying that this was another Stripes convenience store asking the same thing as the previous three.
- The Legal Notice map was shown to identify the location of the subject property. The location is on "F" Street. The Stripes location approved in March is right across the street.
- The site plan that was provided by the applicant was presented.
- The floor plan provided by the applicant was presented. The applicant is proposing to include some indoor seating as well.
- Street Views of the subject property from "F" Street and from Strauss Lane were presented.
- The store itself is two thousand five hundred fifty-six (2556) square feet. They are required 11 parking spaces, and they do have 11 parking spaces.
- An Aerial View of the subject property was presented to describe the surrounding land uses. The Stripes location with the approved SUP was identified on the map. Advanced Auto Parts is to the south and commercial businesses on Strauss Lane. To the back is a residential subdivision and along "F" Street are commercial businesses.
- The legal notice notification that went out. Staff mail five (5) legal notices to surrounding property owners. Staff did not receive any calls in opposition or any calls regarding the notice.
- Ms. Núñez stated that Staff is recommending the same approval subject to the noted conditions.

Vice Chrm. Sanchez asked if there were any questions for Staff. Upon hearing none, he proceeded to the Public Hearing on the item. The Public Hearing was opened. The Vice Chrm. asked if there was anyone present that would like to speak in favor or against the item. Upon hearing and seeing no one, the Public Hearing was closed.

The Vice Chrm. said he would entertain a motion. Cmr. Cruz-Velázquez made the motion to approve. Cmr. Flores seconded the motion. The motion was moved to a vote. The motion passed unanimously.

10(e)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 2, 2024**

Agenda Item:

Consideration and possible action to adopt an ordinance on first reading for a Special Use Permit (SUP) to allow the sale of alcoholic beverages for on-premise consumption in a Neighborhood Services ("NS") District, for the Arroyo Mart Food Store, located at 1222 S. 1st Street, bearing a legal description of Lots 10, 11, and 12, Block 2, Lillian Bush Addition. Applicant: Edna Martinez (**The item was tabled during the September 4, 2024 meeting.**) Attachment (**Planning & Development**)

Prepared By: Xavier Cervantes, AICP, CPM

Title: Planning and Development Director

Signature: *Xavier Cervantes*

Brief Summary:

Project Timeline

- August 7, 2024 – Application for Special Use Permit (SUP) submitted to the City. (**ATTACHMENT I**)
- August 12, 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 17, 2024 – In accordance with State and local law, notice of required public hearings published in the Valley Morning Star.
- August 28, 2024– Public hearing and consideration of requested Special Use Permit by the Planning and Zoning Commission.
- September 4, 2024 – Public hearing and consideration of requested Special Use Permit via 1st ordinance reading scheduled before the City Commission. (**The item was tabled. The City Commission requested for the item to be processed again and to send the legal notices in English and Spanish to the surrounding property owners within 200 feet of the subject property.**)
- September 10, 2024 – In accordance with State and local law, notice of required public hearings mailed to all property owners within 200 feet of subject tract.
- September 25, 2024– Public hearing and consideration of requested Special Use Permit by the Planning and Zoning Commission.
- October 2, 2024 – Public hearing and consideration of requested Special Use Permit via 1st ordinance reading scheduled before the City Commission.
- October 16, 2024 – Pending approval of 1st ordinance reading, consideration of approval of 2nd ordinance reading scheduled before the City Commission.

Summary

- Per Section 111-62 the City of Harlingen's Code of Ordinances, the sale of alcoholic beverages for on-premise consumption in a Neighborhood Services ("NS") District requires the approval of a Special Use Permit (SUP) by the City Commission.
- Edna Martinez, the applicant, is requesting a Special Use Permit to allow the sale of alcoholic beverages for on-premise consumption in the existing Arroyo Mart Food Store located at 1222 S 1st Street. The Arroyo Mart Food Store has an area

of approximately 1,920 square feet. Current hours of operation are Monday thru Saturday from 10am to 9pm. Five (5) parking spaces are required and provided in the parking lot. There are a total of eight (8) parking spaces available for customers. **(ATTACHMENTS II-IV)**

- Based on the site plan and information submitted, the applicant is intending to change their TABC license from "Wine and Malt Beverage Retailer's Off-Premise Permit ("BQ")" to the "Wine and Malt Beverage Retailer's Permit ("BG")", which allows the sale of wine and malt beverages for on- and off- premise consumption. The applicant is intending to offer daiquiris at the existing location for off-site consumption. **(ATTACHMENTS II-IV)**
- During the September 4th, 2024 City Commission meeting, the item was tabled. The City Commission requested the legal notices be resent to the surrounding property owners in English and Spanish. **(ATTACHMENTS V-VI)**
- Surrounding properties are zoned Residential, Single-Family ("R-1") District to the north, east, south, and west. The surrounding land uses consist single-family residences to the north, east, and west, as well as a church to the south. The church is approximately 475.00 ft south from the Arroyo Mart Food Store. **(ATTACHMENTS VII, VIII)**
- The Building Inspections Department, Fire Prevention Bureau, Harlingen Police Department, and Health Department have reviewed the application and recommended approval of the Special Use Permit. **(ATTACHMENTS IX-XII)**
- In accordance with the zoning ordinance, the P&Z Commission and City Commission may impose additional requirements and conditions of approval as are needed to ensure that the use is compatible and complementary to adjacent properties.
- To the present, the Planning and Zoning Department has received no phone calls in opposition from the surrounding property owners regarding the proposed request. Staff mailed out sixteen (16) legal notices to the surrounding property owners.

Funding (if applicable):

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

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

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

Staff Recommendation:

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

1. Must obtain and maintain the proper State and City permits;
2. Must maintain the required parking in accordance with city regulations;
3. Must comply with the requirements administered by the Planning and Zoning, Building Inspections, Fire Prevention, Health and Police

Departments;

4. Hours of operation for the business shall be Monday thru Saturday from 10am to 9pm.

City Manager's approval:

GG

☒

Yes

☐

No

☐

N/A

City Attorney's approval:

Comments:

[Signature]

☒

Yes

☐

No

☐

N/A

ATTACHMENT I

CITY OF HARLINGEN PLANNING AND DEVELOPMENT DEPARTMENT MASTER APPLICATION

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address 1222 S. 1st ST Nearest Intersection Grant ST - S 1st ST
(Proposed) Subdivision Name _____ Lot _____ Block _____
Existing Zoning Designation _____ Future Land Use Plan Designation _____

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent Edna Martinez Phone 956-622-2734 FAX _____
Email Address (for project correspondence only): arroyomart1222@att.net
Mailing Address 1222 S. 1st ST City Harlingen State TX Zip 78550
Property Owner Edna Martinez Phone 956-622-2734 FAX _____
Email Address (for project correspondence only): _____
Mailing Address _____ City _____ State _____ Zip _____

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

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

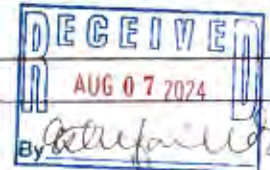
Please provide a basic description of the proposed project: Selling Diagrams to Govt on sight
Switching Bear License from BQ to BG. Consumption

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 Edna Martinez Date: 08/07/24

Property Owner(s) Signature: Edna Martinez Date: 08/07/24

Accepted by: _____ Date: _____



140'

BLACK TWP

BLACK TWP

CC SLAB

STORAGE

26 to 34' Concrete Machine

STORAGE

30' CC SLAB

COIL - 1200

ALLEY 207

ORANGE TWP

HORIZONTAL CANAL

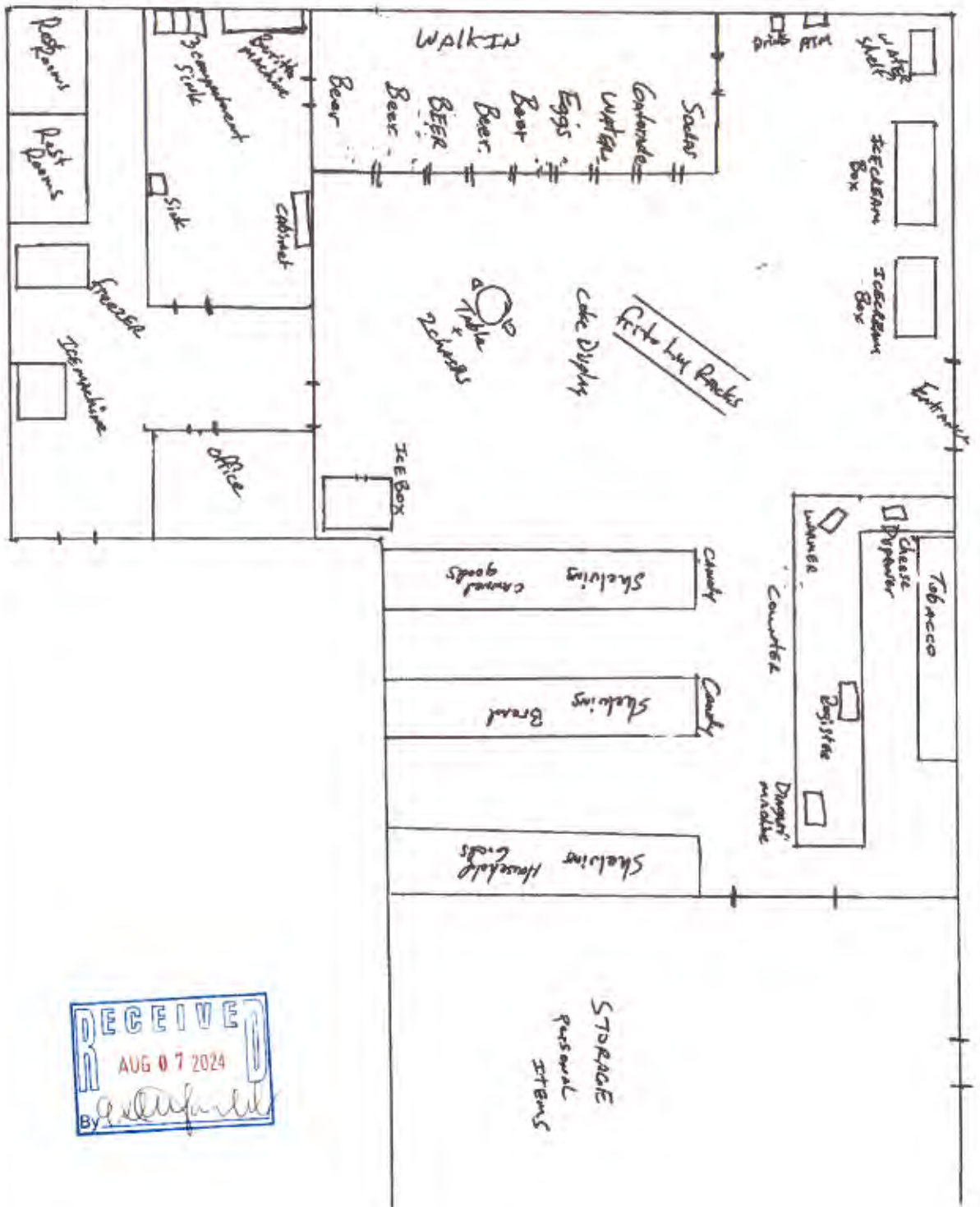
RECEIVED
AUG 07 2024
By [signature]

PLOT PLAN

-14-

-14-

ATTACHMENT III



RECEIVED
AUG 07 2024
By [Signature]

ATTACHMENT III

Street View from 1st Street



ATTACHMENT IV

Bench



ATTACHMENT V



PLANNING & DEVELOPMENT DEPARTMENT

NOTICE OF PUBLIC HEARING FOR A SPECIAL USE PERMIT

TO: All property owners within 200 ft. of a tract of property for which a Special Use Permit (SUP) application has been submitted.

FROM: The City of Harlingen Planning and Development Department

FOR: Request for a Special Use Permit (SUP) to allow the sale of alcoholic beverages for on-premise consumption in a Neighborhood Services ("NS") District, located at the Arroyo Mart Food Store at 1222 S. 1st Street, bearing a legal description of Lots 10, 11, and 12, Block 2, Lillian Bush Addition. Applicant: Edna Martinez

DATE: Planning & Zoning Commission (P&Z) public hearing Wednesday, September 25, 2024, at the City Hall Town Hall located at 118 E. Tyler Avenue, Harlingen, Texas 78550 at 5:30pm.

If P&Z recommends approval of the item, or if they recommend denial, and the applicant appeals the decision, it goes forward to:

City Commission public hearing Wednesday, October 2, 2024, at 5:30 p.m. at the City Hall Town Hall, 118 E. Tyler Avenue, Harlingen, Texas. The City Commission makes the final decision on all special use permit cases.

Anyone who is interested in this notice is encouraged to contact Esteefania Hernández of the Planning & Development Department at (956) 216-5101 for more information.

The attached map shows the property for which the Special Use Permit has been requested as the highlighted parcel. There is a 200 ft. radius circle drawn around the property. You are receiving this notice because the latest tax rolls show that you are a property owner within that 200 ft. radius.

This notification process is required to issue a Special Use Permit (SUP) to allow the sale of alcoholic beverages for on-premise consumption in a Neighborhood Services ("NS") District.

If you are interested in submitting a petition in opposition to the Special Use Permit request, the Planning & Development Department staff recommends that you collect signatures from the property owners within the 200 ft radius. A petition submitted in opposition signed by 20 percent of the property owners within the 200 ft. radius triggers a super majority vote by the City Commission to approve the Special Use Permit request.

If you would like to address the City Commission during the public hearing in reference to the special use permit request, you must register via the City website by 3:00pm the day of the scheduled public hearing.



DEPARTAMENTO DE PLANIFICACIÓN

AVISO DE AUDIENCIA PÚBLICA PARA PERMISO DE USO ESPECIAL

- PARA:** Todos los propietarios a 200 pies de alrededor de una extensión de propiedad para la cual se ha presentado una solicitud de Permiso de Uso Especial (SUP).
- DE:** Departamento de Planificación de la Ciudad de Harlingen
- TEMA:** Solicitud de un Permiso de Uso Especial (SUP) para permitir la venta de bebidas alcohólicas para consumo en sitio en un Distrito de Servicios Vecinales ("NS"), ubicado en 1222 S. 1st Street, con descripción legal de Lotes 10, 11, y 12, Manzana 2, Subdivisión Lillian Bush Addition. Solicitante: Edna Martinez
- FECHA:** Audiencia pública de la **Comisión de Planificación y Zonificación (P&Z)** el **miércoles 25 de septiembre de 2024** en el Edificio Municipal ubicado en 118. E Tyler Avenue, Harlingen, Texas 78550 a las 5:30 p.m.

Si P&Z recomienda la aprobación del permiso, o si recomiendan su negación y el solicitante apela la decisión, pasa a una:

Audiencia pública de la **Comisión de la Ciudad** el **miércoles 2 de octubre de 2024** a las 5:30 p.m. en el Edificio Municipal, 118 E. Tyler Avenue, Harlingen, Texas 78550. La Comisión Municipal toma la decisión final sobre todos los casos de permisos de uso especial.

Cualquier persona interesada en este aviso puede comunicarse con Esteefania Hernández del Departamento de Planificación al (956) 216-5101 para obtener más información.

El mapa de adjunto muestra la propiedad para la cual se ha solicitado el Permiso de Uso Especial como parcela resaltada. Hay un radio de 200 pies marcado alrededor de la propiedad. Usted está recibiendo este aviso porque las últimas listas de impuestos muestran que usted es propietario de una propiedad dentro del radio de 200 pies.

El proceso de notificación es necesario para un Permiso de Uso Especial (SUP) para permitir la venta de bebidas alcohólicas para consumo en sitio en un Distrito de Servicios Vecinales ("NS").

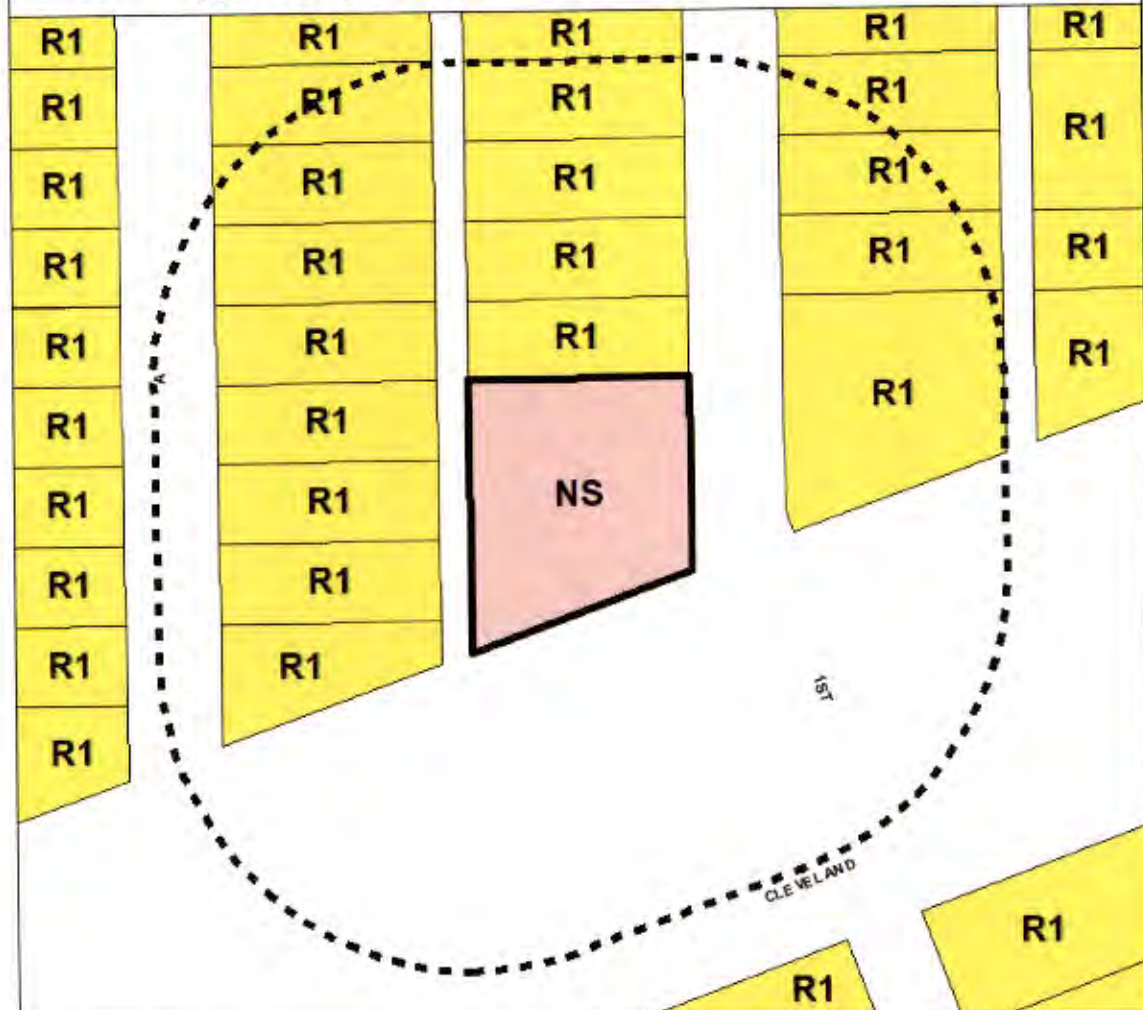
Si está interesado en presentar una petición en oposición a la solicitud de Permiso de Uso Especial, se recomienda que obtenga firmas de los propietarios dentro del área de 200 pies. Una petición presentada en oposición y firmada por el 20 por ciento de los propietarios dentro del área de 200 pies genera una votación por supermayoría de la Comisión de la Ciudad para aprobar la solicitud de Permiso de Uso Especial.

Si gusta dirigirse a la Comisión de la Ciudad durante la audiencia pública en referencia a la solicitud de permiso de uso especial, por favor registrarse a través de la página web de la Ciudad antes de las 3:00 p.m. del día de la audiencia pública.

ATTACHMENT VII



Request for a Special Use Permit (SUP) to allow the sale of alcoholic beverages for on-premise consumption in a Neighborhood Services ("NS") District, located at the Arroyo Mart Food Store at 1222 S. 1st Street, bearing a legal description of Lots 10, 11, and 12, Block 2, Lillian Bush Addition. Applicant: Edna Martinez



Boundary lines

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

Zoning Designations

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

This map has been produced by the City of Harlingen for the sole purpose of locating jurisdictional boundaries and is not intended for any other. The map data is compiled from various sources including orthophoto imagery, engineer plans and plats, survey field notes, and other sources. This map is intended for graphic representation only. No warranty is made by the City regarding its accuracy or completeness. Before relying on any information on the map, check with the Planning Department. Date of map 08.07.2024

ATTACHMENT VIII

Aerial View



ATTACHMENT IX – Fire Prevention



Specific Use Permit ("SUP") Routing Slip

Applicant: Edna Martinez

Phone No.: (956) 622-2734

Location: 1222 S 1st Street

Project Description: Request for a Special Use Permit (SUP) to allow the sale of alcoholic beverages for on premise consumption in a Neighborhood Services ("NS") District located at the Arroyo Mart Food Store at 1222 S. 1st Street, bearing a legal description of Lots 10, 11, and 12, Block 2, Lillian Bush Addition.

Department: Fire Prevention Bureau

Approval: X YES NO

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

Fire Marshal Juan Saucedo Jr.

Juan Saucedo Jr.

Date: August 12, 2024

ATTACHMENT X – Building Inspections



Specific Use Permit ("SUP") Routing Slip

Applicant: Edna Martinez

Phone No.: (956) 622-2734

Location: 1222 S 1st Street

Project Description: Request for a Special Use Permit (SUP) to allow the sale of alcoholic beverages for on-premise consumption in a Neighborhood Services ("NS") District located at the Arroyo Mart Food Store at 1222 S. 1st Street, bearing a legal description of Lots 10, 11, and 12, Block 2, Lillian Bush Addition

Department: Building Permits and Inspections Department

Approval: ☒ YES ☐ NO

Comments:

A Building Permit application for Re-Occupancy with floor plans must be submitted to the building department office for review for the proposed address to comply with the 2018 International Building Code and Family of Codes.

08/21/2024

Signature

Date



Specific Use Permit ("SUP") Routing Slip

Applicant: Edna Martinez

Phone No.: (956) 622-2734

Location: 1222 S 1st Street

Project Description: Request for a Special Use Permit (SUP) to allow the sale of alcoholic beverages for on-premises consumption in a Neighborhood Services ("NS") District located at the Arroyo Mart Food Store at 1222 S. 1st Street, bearing a legal description of Lots 10, 11, and 12, Block 2, Lillian Bush Addition

Department: HARLINGEN POLICE DEPT.

Approval: ☒ YES ☐ NO

Comments:

Signature

8-19-24

Date



Specific Use Permit ("SUP") Routing Slip

Applicant: Edna Martinez

Phone No.: (956) 622-2734

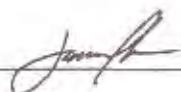
Location: 1222 S 1st Street

Project Description: Request for a Special Use Permit (SUP) to allow the sale of alcoholic beverages for on-premise consumption in a Neighborhood Services ("NS") District located at the Arroyo Mart Food Store at 1222 S. 1st Street, bearing a legal description of Lots 10, 11, and 12, Block 2, Lillian Bush Addition

Department: Health Department

Approval: ☒ YES ☐ NO

Comments: **Arroyo Mart Food Store located at 1222 S. 1st Street is already permitted by the Health Department to sell alcohol. However, if they plan preparing drinks in the store then they will need the following: 3 compartment sink and a handwash sink as describes on their site plans. HWWS will need to be contacted regarding the grease Interceptor if needed.**



Signature

8-16-24

Date

ORDINANCE NO. 24-

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF HARLINGEN: A SPECIAL USE PERMIT ISSUED TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A NEIGHBORHOOD SERVICES ("NS") DISTRICT, FOR THE ARROYO MART FOOD STORE, LOCATED AT 1222 SOUTH 1ST STREET, BEARING A LEGAL DESCRIPTION OF LOTS 10, 11, AND 12, BLOCK 2, LILIAN BUSH ADDITION.

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

BE IT ORDAINED BY THE CITY OF HARLINGEN

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

Special Use Permit (SUP) issued to Edna Martinez to allow the sale of alcoholic beverages for on-site consumption in a Neighborhood Services ("NS") District located at 1222 South 1st Street, bearing a legal description of Lots 10, 11, and 12, Block 2, Lilian Bush Addition.

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

The Special Use Permit is made contingent upon construction being complied in accordance with the site plan, a true and correct copy of which is attached hereto and

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

1. Must obtain and maintain the proper State and City permits;
2. Must maintain the required parking in accordance with city regulations;
3. Must comply with the requirements administered by the Planning and Zoning, Building Inspections, Fire Prevention, Health and Police Departments;
4. Hours of operation for the business shall be Monday thru Saturday from 10am to 9pm.

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.

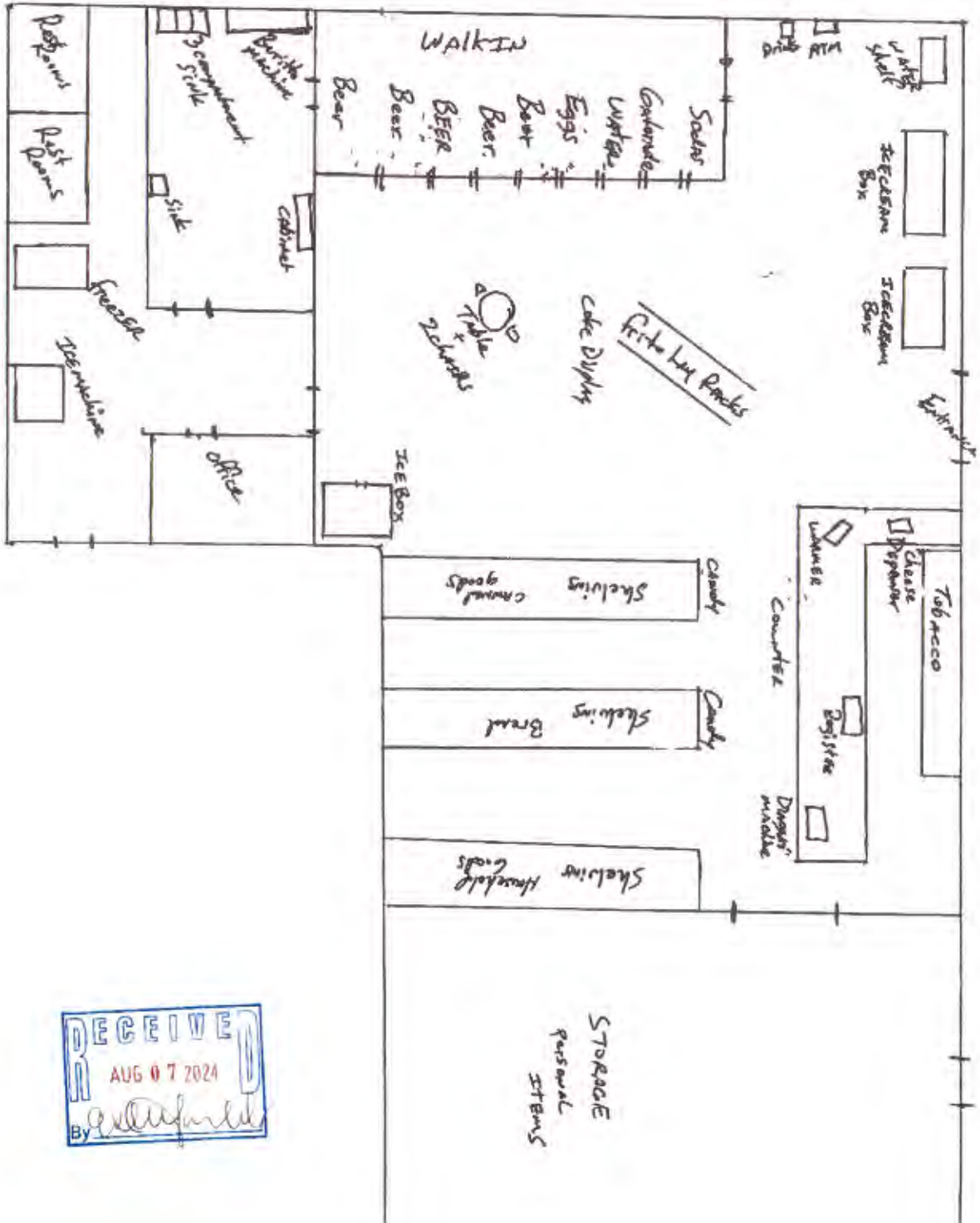
CITY OF HARLINGEN

Norma Sepulveda, Mayor

ATTEST:

Amanda C. Elizondo, City Secretary

Exhibit "A"



PLANNING AND ZONING COMMISSION

September 25, 2024

**Public hearing and take action to consider a request for a Special Use Permit (SUP) to allow the sale of alcoholic beverages for on-premise consumption in a Neighborhood Services ("NS") District, located at the Arroyo Mart Food Store at 1222 S. 1st Street, bearing a legal description of Lots 10, 11, and 12, Block 2, Lillian Bush Addition.
Applicant: Edna Martinez**

Mr. Cervantes prefaced the presentation by explaining that this item came before the Board two (2) meetings ago. He reminded the Board that the item was approved by them and then went to City Commission. He added that the City Commission asked that the process be restarted out of concern that surrounding property owners could be Spanish speaking only and asked for and the legal notice to be translated to Spanish and a new mail out be sent out. He said that City Commission was concerned that maybe surrounding property owners had not come out because they didn't understand the legal notice that was originally sent out. Mr. Cervantes said that this was the reason the item was before them again. He reiterated it had already been approved by them.

Cmr. Cruz-Velázquez commented that the item seemed familiar. Cmr. Cantu asked if anybody called or anything. Mr. Cervantes said no. Cmr. Flores asked for clarification about the translation. Mr. Cervantes explained that the entire notification was done again. He said the notices, in both English and Spanish, were mailed to surrounding property owners and a new Public Hearing was scheduled just in case. Mr. Cervantes reiterated that the Board had approved the item before and that Staff was asking to have it be reapproved for presentation before the City Commission again.

City Planner, Esteefania Hernández, presented the following information related to the request for a Special Use Permit, as follows:

- The legal notice map that was sent out in English and Spanish was presented. Ms. Hernández explained that the applicant is proposing the same as that presented for the Stripes stores. The applicant in the same was that Stripes is doing, just on a smaller, mom and pop scale.
- The site plan and floor plan were presented.
- The Street View from "1st" Street was presented. Ms. Hernández pointed out that there are parking spaces and a picnic table outside as well. A close-up of the picnic table was provided and added that there is some indoor seating on the floor plan as well. Ms. Hernández said the applicant is determining whether to keep the picnic table or not but stated that this was still an option for them.
- Ms. Hernández said the store sells goodies like burritos and nachos so people can go grab a snack and then eat either inside or outside.
- The TABC application was presented. Ms. Hernández said it was also included in the meeting packet. Ms. Hernández explained that the application is to change to allow for on-premise consumption.
- The product information card was presented. Ms. Hernández said that receiving the card is what sparked interest in selling this kind of item.
- A photo of the daiquiri machine at the location was presented. Ms. Hernández explained the machine is not plugged in and there is no product inside. She noted that the spouts are inside

on the cashier side and therefore not accessible to the public or to children or minors. It has to be done by an employee.

- An Aerial View of the subject property was presented. Surrounding land uses are single-family residential to the north, east, south and west. Surrounding zonings are single-family residential are single family residences, and then there's a church directly south, past the canal.
- A Street View of the subject property was presented using Google Earth. Mr. Cervantes said that this was a new feature. Ms. Hernández said it was to get a better idea of what we are looking at. She pointed out the parking spaces and said they have enough parking spaces for the proposed use. Ms. Hernández reiterated it was a mostly residential area with the exception of the church.
- The new legal notice version was presented with one side being the English version and a separate side being the Spanish version. Staff did not receive any sort of phone calls or any sort of oppositions pertaining to the requested application from the new letter in English and Spanish.
- Ms. Hernández stated that Staff is still recommending approval subject to the following noted conditions.
- Ms. Hernández stated City Staff did also review the application and recommended approval.
- Ms. Hernández made herself available to answer any questions. She stated that the applicant was unable to join this evening.

Vice Chrm. Sanchez asked if there were any questions for Staff.

The Vice Chrm. said he couldn't tell from the Street View if there were pavement markings for the parking. Ms. Hernández stated they have the brick, yellow pavers available for parking. The Vice Chrm. confirmed that the applicant is meeting the requirement for parking spots. Ms. Hernández told him yes. She used a street view from Google Earth to show that there was sufficient area for parking. Mr. Cervantes added that he thought any customers walked to the store because it was close to the residences. He described it as a convenience store in the middle of a neighborhood.

Vice Chrm. Sanchez asked if there were any questions for Staff. Upon hearing none, he proceeded to the Public Hearing on the item. The Public Hearing was opened. The Vice Chrm. asked if there was anyone present that would like to speak in favor or against this item. Upon hearing and seeing no one, the Public Hearing was closed.

Vice Chrm. asked if he could entertain a motion. Cmr. Cantu made the motion to approve. Cmr. Pérez seconded the motion. The motion was moved to a vote. The motion passed unanimously.

12(f)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 2, 2024**

Agenda Item:

Consideration and possible action to adopt an ordinance on first reading for a Special Use Permit ("SUP") to allow a battery storage energy facility in a General Retail ("GR") District located along the north side of East Harrison Avenue, approximately 485 feet east of Loop 499, bearing a legal description of 2.00 acres out of the west 6.88 acres, Block 49, Palmetal Company Subdivision. Applicant: Christopher Rose on behalf of Aggreko Energy Transition Solutions. Attachment (***Planning & Development***)

Prepared By: Xavier Cervantes, AICP, CPM

Title: Planning and Development Director

Signature: *Xavier Cervantes*

Brief Summary:

Project Timeline

- July 1st, 2024 – Application for Special Use Permit (SUP) submitted to the City. (***ATTACHMENT I***)
- August 27, 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. (*The item was tabled during the September 11, 2024 Planning and Zoning Commission meeting.*)
- September 25, 2024 – Consideration of requested Special Use Permit by the Planning and Zoning Commission.
- October 2, 2024 – Public hearing and consideration of requested Special Use Permit via 1st ordinance reading scheduled before the City Commission.
- October 16, 2024 – Pending approval of 1st ordinance reading, consideration of approval of 2nd ordinance reading scheduled before the City Commission.

Summary

- Per Section 111-62 the City of Harlingen's Code of Ordinances, a light industry manufacturing facility in a General Retail ("GR") District requires the approval of a Special Use Permit (SUP) by the City Commission.
- Christopher Rose, the applicant, is requesting a Special Use Permit (SUP) to allow a battery storage energy facility on a vacant tract of land. The battery banks will charge and hold electricity for times of which it would be needed by the electrical grid. (***ATTACHMENTS II, III***)
- Based on the site plan and information submitted, the applicant is proposing to operate four (4) battery storage units and three (3) inverters. Each battery storage would measure 8' x 20' and would store 9.9 megawatts (MW). Because it is an unmanned facility, there would be no parking spaces. The land would need to be subdivided before permits are issued. (***ATTACHMENTS II, III***)

- Surrounding properties are zoned General Retail ("GR") District to the north, south, east, and west. The surrounding land uses consist of vacant land to the north, east, and south, and the Cardenas Autogroup to the west. **(ATTACHMENTS IV, V)**
- To the present, the Planning and Development Department has received no phone calls in opposition from the surrounding property owners for the proposed request. Staff mailed out four (4) legal notices to the surrounding property owners. **(ATTACHMENT IV)**
- On September 19th, 2024, the applicant provided a table of a 30-year property tax forecast. As per the table provided, the proposed battery storage energy facility is projected to produce an estimated \$555,076.00 in taxes to the City of Harlingen specifically. **(ATTACHMENT VI)**
- The Building Inspections Department, Fire Prevention Bureau, and Engineering Departments have reviewed the application and recommended approval of the Special Use Permit. **(ATTACHMENTS VII-IX)**
- During the September 11th, 2024 and September 25th, 2024 regular meetings of the Planning and Zoning Commission, the applicant provided supplemental slides to explain the project. **(ATTACHMENTS X-XIX)**
- In accordance with the zoning ordinance, the P&Z Commission and City Commission may impose additional requirements and conditions of approval as are needed to ensure that the use is compatible and complementary to adjacent properties.

Funding (if applicable):

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

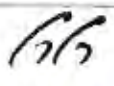
*If no, specify source of funding and amount requested:

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

Staff Recommendation:

Staff recommends approval of the request subject to the following:

1. Compliance with Planning ordinances and regulations, Fire Prevention Bureau's regulations, Engineering's regulations, and Building Inspections ordinances and regulations.
2. Install and maintain an 8-foot opaque wall along Harrison Avenue with ten feet of landscaping between the wall and the property line.

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

Comments:

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

ATTACHMENT I

DocuSign Envelope ID: C422F4A3-7E52-4531-A631-021FDE1BFF38

CITY OF HARLINGEN PLANNING AND DEVELOPMENT DEPARTMENT MASTER APPLICATION

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address 3700 East Harrison Avenue Nearest Intersection North Ed Carey Drive (North Loop 499)
(Proposed) Subdivision Name PC 5 - Valley Baptist Missions/Education Center Lot 9000 Block 0500
Existing Zoning Designation M2 Future Land Use Plan Designation Commercial

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

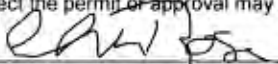
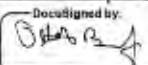
Applicant/Authorized Agent Christopher Rose Phone 203-524-9343 FAX _____
Email Address (for project correspondence only): Christopher.Rose@Aggreko.com
Mailing Address 300 Atlantic St Suite 501 City Stamford State CT Zip 06901
Property Owner Othal Brand Phone _____ FAX _____
Email Address (for project correspondence only): OthalBrand@Gmail.com
Mailing Address _____ City _____ State _____ Zip _____

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

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

Please provide a basic description of the proposed project: 9.99 MW Battery Energy Storage Facility

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: 5/6/2024
DocuSigned by: 
Property Owner(s) Signature: _____ Chairman Date: 4/24/2024
Accepted by: _____ Date: _____

ATTACHMENT I

DocuSign Envelope ID: C422FAA3-7E52-4531-A631-021FDE1BFF3B

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

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

Complete

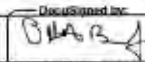
- One (1) copy of a comprehensive site plan showing the proposed development of the property. The site plan shall consist of the following items, as applicable:
 - o Existing/proposed building footprints and building heights (or buildable areas for single and two-family residential); and
 - o Locations of proposed uses; and
 - o Ingress and egress to/from property;
 - o Existing/proposed streets in compliance with the City of Harlingen Long Range Thoroughfare Plan; and
 - o Existing/proposed sidewalks; and
 - o Existing/proposed utilities; and
 - o Existing/proposed drainage; and
 - o Existing/proposed parking spaces.
 - A written statement describing the proposed use(s) of the subject property.
 - Any other information (elevation drawings, pictures, etc.) in support of the subject request.
-
- I understand that I am requesting an amendment to the City's Zoning Ordinance and it will not be scheduled for Planning and Zoning Commission review unless all items on this list are completed.
 - I understand that in accordance State law and the Zoning Ordinance, no later than ten (10) days prior to consideration by the Planning and Zoning Commission:
 - o A notice will be published in the Valley Morning Star describing the request and the date, time, and location of the public hearing; and
 - o Notices will be mailed to all property owners within 200 feet of the tract describing the request and the date, time, and location of the public hearing.
 - I understand that while all requirements for the submittal of a PDD or SUP request may be complete, the City Commission is the sole authority for the consideration and approval or denial of the request.
 - I understand that the purpose of a PDD or SUP is to allow for development not otherwise authorized in the Zoning Ordinance. Hence, the Planning and Zoning Commission and/or City Commission may impose development standards important to the health, safety, welfare, and protection of the proposed development and the adjacent property and its occupants.

Owner: Othal Brand Date 4/24/2024

Owner Address: 3700 E. Harrison Ave Harlingen, TX 78550

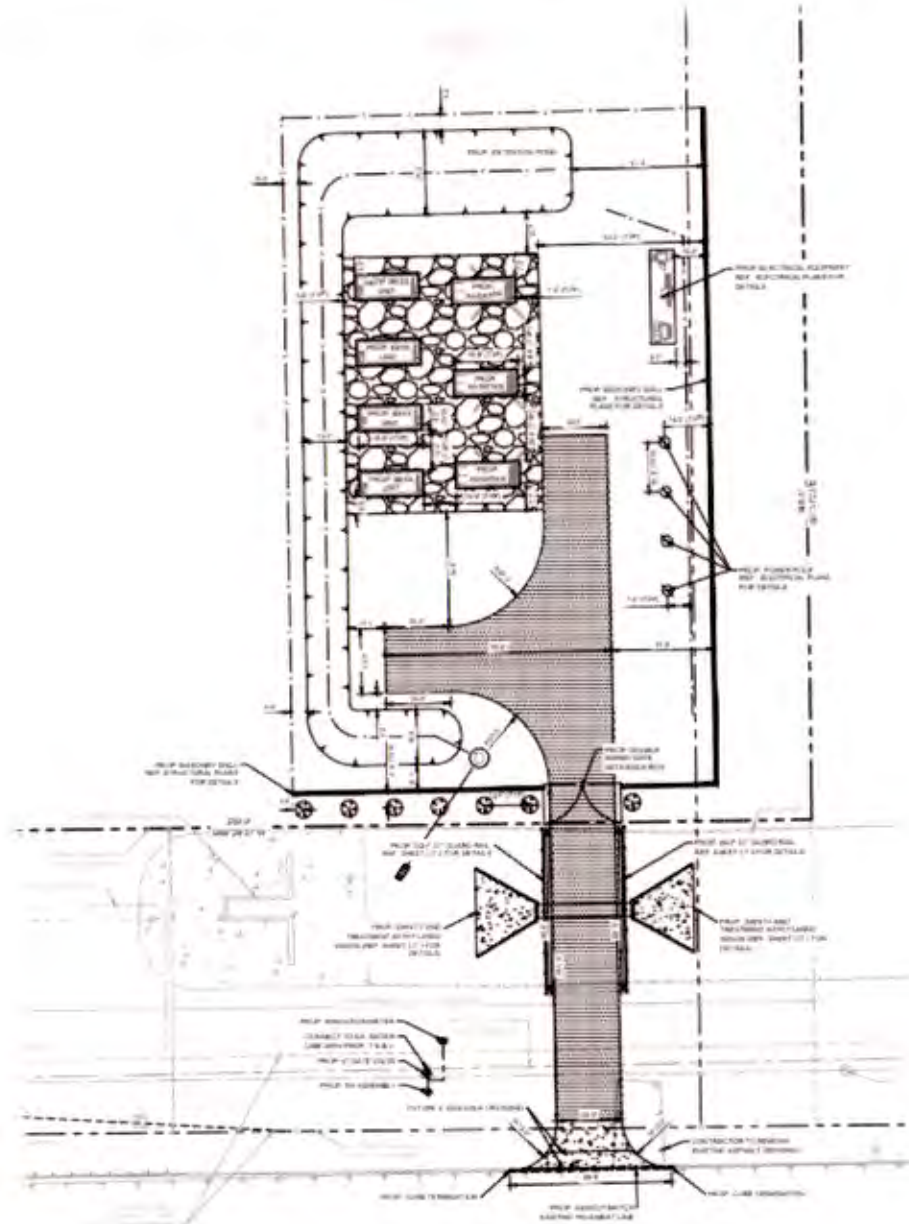
Phone/Fax: _____

Signature: _____


Chairman

[illegible]

ATTACHMENT I



ATTACHMENT II

Street View from E Harrison Avenue



ATTACHMENT III

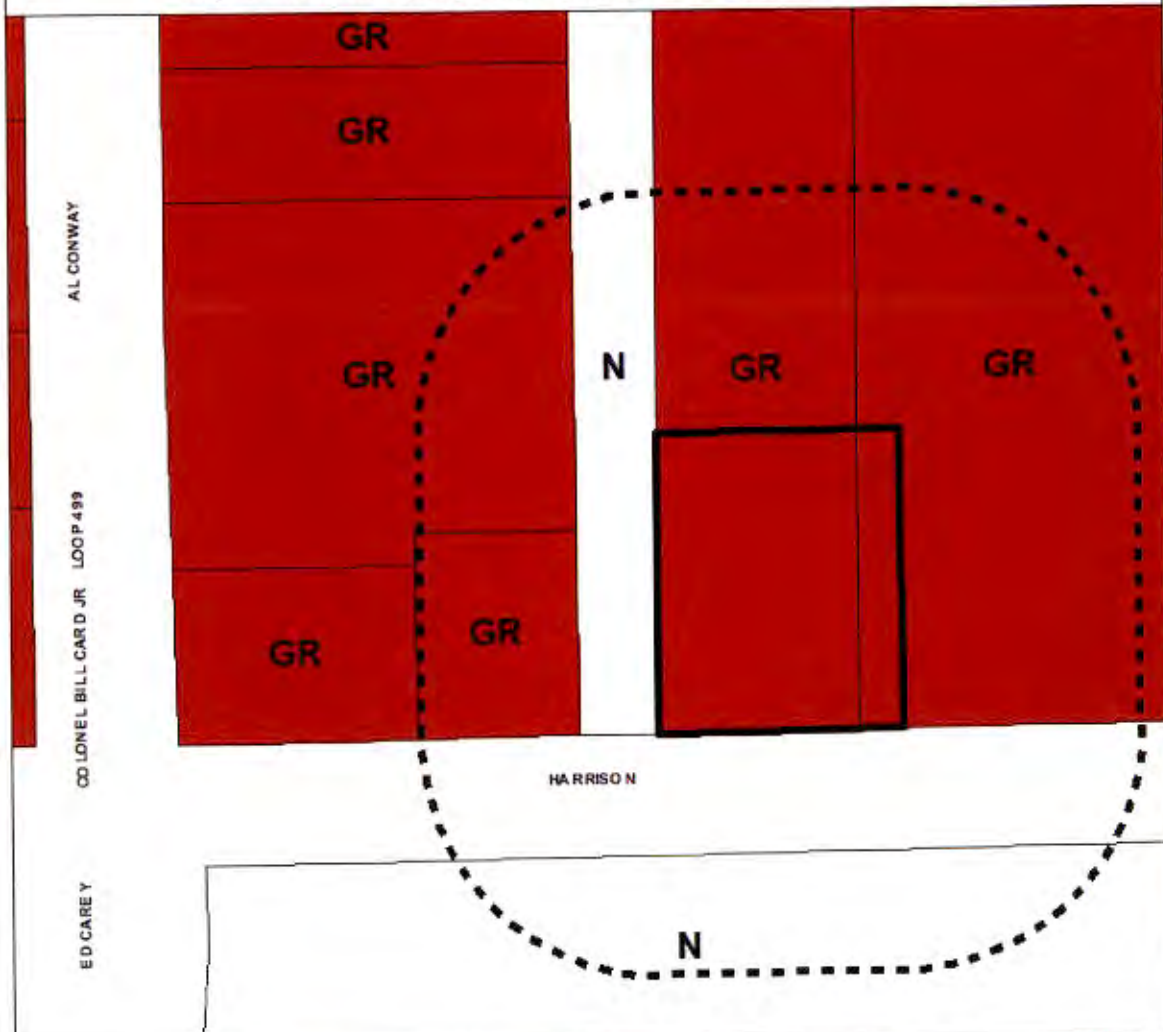
Artist rendering with required wall
and landscaping



ATTACHMENT IV



Request for a Special Use Permit ("SUP") to allow a battery storage energy facility in a General Retail ("GR") District located at a property along the north side of East Harrison Avenue, approximately 485 feet east of Loop 499, bearing a legal description of 2.00 acres out of west 6.88 acres, Block 49, Palmetal Company Subdivision. Applicant: Christopher Rose



Boundary lines

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

Zoning Designations

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

This map has been produced by the City of Harlingen for the sole purpose of locating jurisdictional boundaries and is not intended for any other. The map data is compiled from various sources including orthophoto imagery, engineer plans and plats, survey field notes, and other sources. This map is intended for graphic representation only. No warranty is made by the City regarding its accuracy or completeness. Before relying on any information on the map, check with the Planning Department. Date of map 07.02.2024

ATTACHMENT V

Aerial View



Year	Assessed amt.	Depreciation factor	Taxable amt.	Rate (Commercial)	Rate (City or Nonprofit)	Tax rate (0.00%)	Tax rate (South Texas 50)	Tax rate (Hidalgo 0.00%)	Total tax rate	Est. taxes (Commercial property)	Est. taxes (City or Nonprofit)	Est. taxes (South Texas 50)	Est. taxes (Hidalgo 0.00%)	Total taxes
2026	\$ 10,000,000	100.0%	\$ 10,000,000	0.48%	0.55%	0.02%	0.00%	0.94%	1.98%	\$ 48,189	\$ 54,352	\$ 2,006	\$ 920	\$ 99,527
2027	\$ 10,000,000	91.5%	\$ 9,150,000	0.48%	0.55%	0.02%	0.00%	0.94%	1.98%	\$ 39,527	\$ 43,926	\$ 2,019	\$ 920	\$ 81,584
2028	\$ 10,000,000	83.1%	\$ 8,300,000	0.45%	0.55%	0.02%	0.00%	0.94%	1.98%	\$ 35,847	\$ 40,278	\$ 1,851	\$ 920	\$ 77,822
2029	\$ 10,000,000	74.5%	\$ 7,450,000	0.45%	0.55%	0.02%	0.00%	0.94%	1.98%	\$ 32,176	\$ 36,541	\$ 1,644	\$ 920	\$ 69,677
2030	\$ 10,000,000	66.0%	\$ 6,600,000	0.45%	0.55%	0.02%	0.00%	0.94%	1.98%	\$ 28,505	\$ 32,004	\$ 1,456	\$ 920	\$ 61,723
2031	\$ 10,000,000	57.5%	\$ 5,750,000	0.45%	0.55%	0.02%	0.00%	0.94%	1.98%	\$ 24,834	\$ 27,367	\$ 1,269	\$ 920	\$ 53,774
2032	\$ 10,000,000	49.0%	\$ 4,900,000	0.48%	0.55%	0.02%	0.00%	0.94%	1.98%	\$ 21,163	\$ 23,790	\$ 1,081	\$ 920	\$ 45,825
2033	\$ 10,000,000	40.5%	\$ 4,050,000	0.48%	0.55%	0.02%	0.00%	0.94%	1.98%	\$ 17,492	\$ 19,937	\$ 903	\$ 920	\$ 37,876
2034	\$ 10,000,000	32.0%	\$ 3,200,000	0.48%	0.55%	0.02%	0.00%	0.94%	1.98%	\$ 13,821	\$ 15,457	\$ 706	\$ 920	\$ 29,926
2035	\$ 10,000,000	23.5%	\$ 2,350,000	0.48%	0.55%	0.02%	0.00%	0.94%	1.98%	\$ 10,149	\$ 11,820	\$ 518	\$ 920	\$ 21,977
2036	\$ 10,000,000	15.0%	\$ 1,500,000	0.48%	0.55%	0.02%	0.00%	0.94%	1.98%	\$ 6,478	\$ 7,610	\$ 329	\$ 920	\$ 13,927
2037	\$ 10,000,000	6.5%	\$ 650,000	0.48%	0.55%	0.02%	0.00%	0.94%	1.98%	\$ 2,807	\$ 3,310	\$ 141	\$ 920	\$ 5,977
2038	\$ 10,000,000	0.0%	\$ 0	0.48%	0.55%	0.02%	0.00%	0.94%	1.98%	\$ 0	\$ 0	\$ 0	\$ 920	\$ 920
2039	\$ 10,000,000	0.0%	\$ 0	0.48%	0.55%	0.02%	0.00%	0.94%	1.98%	\$ 0	\$ 0	\$ 0	\$ 920	\$ 920
2040	\$ 10,000,000	0.0%	\$ 0	0.48%	0.55%	0.02%	0.00%	0.94%	1.98%	\$ 0	\$ 0	\$ 0	\$ 920	\$ 920
2041	\$ 10,000,000	0.0%	\$ 0	0.48%	0.55%	0.02%	0.00%	0.94%	1.98%	\$ 0	\$ 0	\$ 0	\$ 920	\$ 920
2042	\$ 10,000,000	0.0%	\$ 0	0.48%	0.55%	0.02%	0.00%	0.94%	1.98%	\$ 0	\$ 0	\$ 0	\$ 920	\$ 920
2043	\$ 10,000,000	0.0%	\$ 0	0.48%	0.55%	0.02%	0.00%	0.94%	1.98%	\$ 0	\$ 0	\$ 0	\$ 920	\$ 920
2044	\$ 10,000,000	0.0%	\$ 0	0.48%	0.55%	0.02%	0.00%	0.94%	1.98%	\$ 0	\$ 0	\$ 0	\$ 920	\$ 920
2045	\$ 10,000,000	0.0%	\$ 0	0.48%	0.55%	0.02%	0.00%	0.94%	1.98%	\$ 0	\$ 0	\$ 0	\$ 920	\$ 920
2046	\$ 10,000,000	0.0%	\$ 0	0.48%	0.55%	0.02%	0.00%	0.94%	1.98%	\$ 0	\$ 0	\$ 0	\$ 920	\$ 920
2047	\$ 10,000,000	0.0%	\$ 0	0.48%	0.55%	0.02%	0.00%	0.94%	1.98%	\$ 0	\$ 0	\$ 0	\$ 920	\$ 920
2048	\$ 10,000,000	0.0%	\$ 0	0.48%	0.55%	0.02%	0.00%	0.94%	1.98%	\$ 0	\$ 0	\$ 0	\$ 920	\$ 920
2049	\$ 10,000,000	0.0%	\$ 0	0.48%	0.55%	0.02%	0.00%	0.94%	1.98%	\$ 0	\$ 0	\$ 0	\$ 920	\$ 920
2050	\$ 10,000,000	0.0%	\$ 0	0.48%	0.55%	0.02%	0.00%	0.94%	1.98%	\$ 0	\$ 0	\$ 0	\$ 920	\$ 920
2051	\$ 10,000,000	0.0%	\$ 0	0.48%	0.55%	0.02%	0.00%	0.94%	1.98%	\$ 0	\$ 0	\$ 0	\$ 920	\$ 920
2052	\$ 10,000,000	0.0%	\$ 0	0.48%	0.55%	0.02%								



Specific Use Permit ("SUP") Routing Slip

Applicant: Christopher Rose

Phone No.: (203) 524-9343

Location: Along the north side of East Harrison Avenue, approximately 485 feet east of Loop 499

Project Description: Request for a Special Use Permit (SUP) to allow a battery storage energy facility in a General Retail ("GR") District located at a property along the north side of East Harrison Avenue, approximately 485 feet east of Loop 499, bearing a legal description of 2.00 acres out of west 6.88 acres, Block 49, Palmetal Company Subdivision.

Department: Fire Prevention Bureau

Approval: X YES NO

Comments: 1. The applicant will have to meet any code, regulation, ordinance, and standard required for a construction permit.

2. Fire department access road will be an all-weather driving surface capable of supporting the imposed load of a fire apparatus weighing at least 75,000 pounds.

3. Electrical energy storage system design will need to comply with Section 1206 of the 2018 IFC.

Fire Marshal Juan Saucedo Jr.

Juan Saucedo Jr.

Date: July 9, 2024

ATTACHMENT VIII – Building Inspections



Specific Use Permit ("SUP") Routing Slip

Applicant: Christopher Rose

Phone No.: (203) 524-9343

Location: Along the north side of East Harrison Avenue, approximately 485 feet east of Loop 499

Project Description: Request for a Special Use Permit ("SUP") to allow a battery storage energy facility in a General Retail ("GR") District located at a property along the north side of East Harrison Avenue, approximately 485 feet east of Loop 499, bearing a legal description of 2.00 acres out of west 6.88 acres, Block 49, Palmetal Company Subdivision.

Department: _____

Approval: ☒ YES ☐ NO

Comments:

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

9/05/2024

Signature

Date



Specific Use Permit ("SUP") Routing Slip

Applicant: Christopher Rose

Phone No.: (203) 524-9343

Location: Along the north side of East Harrison Avenue, approximately 485 feet east of Loop 499

Project Description: Request for a Special Use Permit ("SUP") to allow a battery storage energy facility in a General Retail ("GR") District located at a property along the north side of East Harrison Avenue, approximately 485 feet east of Loop 499, bearing a legal description of 2.00 acres out of west 6.88 acres, Block 49, Palmetal Company Subdivision.

Department: Engineering

Approval: X YES NO

Comments:

Approved based on the revisions submitted 8-12-2024

Roberto Hernandez
Signature

08-14-2024
Date



Aggreko: Powering Major Events Worldwide and Communities



- FI Racing;
 - Providing critical power, temperature control, and energy services to keep the race on track.
- Super Bowl;
 - Ensuring uninterrupted power supply for one of the world's largest sporting events with backup generation.
- Olympic Games;
 - Supporting the global event with reliable power solutions for venues, broadcasting, and infrastructure.
- Music Festivals;
 - Powering stages, lighting, and sound systems for major music festivals around the globe.
- World Cup;
 - Delivering dependable power and cooling solutions to ensure smooth operations during the tournament.
- Natural Disaster Support and Recovery;
 - Rapid deployment of temporary power solutions and critical equipment to support disaster recovery efforts, ensuring communities and businesses can restore operations and access essential services after a hurricane.



ATTACHMENT XII – Aggreko Presentation

30-year Tax Forecast

aggreko

FINANCIAL TRANSLATIONS SERVICES

Year	Notified cost	Depreciation factor	Taxable value	Tax rate (American)	Tax rate (City of Hartford)	Tax rate (State)	Tax rate (County)	Tax rate (Total tax rate)	Tax base (American)	Tax base (City of Hartford)	Tax base (State)	Tax base (County)	Tax base (Total tax base)
2006	\$ 10,000,000	100.0%	\$ 10,000,000	0.43%	0.55%	0.02%	0.05%	0.94%	\$ 43,189	\$ 55,552	\$ 2,306	\$ 4,920	\$ 68,967
2007	\$ 10,000,000	91.5%	\$ 9,152,000	0.43%	0.55%	0.02%	0.05%	0.94%	\$ 39,527	\$ 50,026	\$ 2,019	\$ 4,509	\$ 62,081
2008	\$ 10,000,000	83.0%	\$ 8,300,000	0.43%	0.55%	0.02%	0.05%	0.94%	\$ 35,867	\$ 45,378	\$ 1,831	\$ 4,084	\$ 56,160
2009	\$ 10,000,000	74.5%	\$ 7,450,000	0.43%	0.55%	0.02%	0.05%	0.94%	\$ 32,176	\$ 40,644	\$ 1,644	\$ 3,665	\$ 50,129
2010	\$ 10,000,000	66.0%	\$ 6,600,000	0.43%	0.55%	0.02%	0.05%	0.94%	\$ 28,505	\$ 36,004	\$ 1,456	\$ 3,247	\$ 43,212
2011	\$ 10,000,000	57.5%	\$ 5,750,000	0.43%	0.55%	0.02%	0.05%	0.94%	\$ 24,834	\$ 31,367	\$ 1,269	\$ 2,829	\$ 37,239
2012	\$ 10,000,000	49.0%	\$ 4,900,000	0.43%	0.55%	0.02%	0.05%	0.94%	\$ 21,163	\$ 26,730	\$ 1,081	\$ 2,413	\$ 31,277
2013	\$ 10,000,000	40.5%	\$ 4,050,000	0.43%	0.55%	0.02%	0.05%	0.94%	\$ 17,492	\$ 22,094	\$ 893	\$ 1,995	\$ 25,384
2014	\$ 10,000,000	32.0%	\$ 3,200,000	0.43%	0.55%	0.02%	0.05%	0.94%	\$ 13,821	\$ 17,457	\$ 705	\$ 1,574	\$ 19,557
2015	\$ 10,000,000	23.5%	\$ 2,350,000	0.43%	0.55%	0.02%	0.05%	0.94%	\$ 10,150	\$ 12,820	\$ 518	\$ 1,155	\$ 14,623
2016	\$ 10,000,000	15.0%	\$ 1,500,000	0.43%	0.55%	0.02%	0.05%	0.94%	\$ 6,479	\$ 8,289	\$ 330	\$ 734	\$ 9,532
2017	\$ 10,000,000	6.5%	\$ 650,000	0.43%	0.55%	0.02%	0.05%	0.94%	\$ 2,808	\$ 3,658	\$ 142	\$ 324	\$ 4,134
2018	\$ 10,000,000	0.0%	\$ 0	0.43%	0.55%	0.02%	0.05%	0.94%	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
2019	\$ 10,000,000	0.0%	\$ 0	0.43%	0.55%	0.02%	0.05%	0.94%	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
2020	\$ 10,000,000	0.0%	\$ 0	0.43%	0.55%	0.02%	0.05%	0.94%	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
2021	\$ 10,000,000	0.0%	\$ 0	0.43%	0.55%	0.02%	0.05%	0.94%	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
2022	\$ 10,000,000	0.0%	\$ 0	0.43%	0.55%	0.02%	0.05%	0.94%	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
2023	\$ 10,000,000	0.0%	\$ 0	0.43%	0.55%	0.02%	0.05%	0.94%	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
2024	\$ 10,000,000	0.0%	\$ 0	0.43%	0.55%	0.02%	0.05%	0.94%	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
2025	\$ 10,000,000	0.0%	\$ 0	0.43%	0.55%	0.02%	0.05%	0.94%	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
2026	\$ 10,000,000	0.0%	\$ 0	0.43%	0.55%	0.02%	0.05%	0.94%	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
2027	\$ 10,000,000	0.0%	\$ 0	0.43%	0.55%	0.02%	0.05%	0.94%	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
2028	\$ 10,000,000	0.0%	\$ 0	0.43%	0.55%	0.02%	0.05%	0.94%	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
2029	\$ 10,000,000	0.0%	\$ 0	0.43%	0.55%	0.02%	0.05%	0.94%	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
2030	\$ 10,000,000	0.0%	\$ 0	0.43%	0.55%	0.02%	0.05%	0.94%	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Total years (1-10)									\$ 246,705	\$ 306,889	\$ 13,820	\$ 30,382	\$ 417,396
Total years (11-20)									\$ 98,579	\$ 125,104	\$ 4,412	\$ 9,840	\$ 137,935
Total years (21-30)									\$ 98,579	\$ 125,104	\$ 4,412	\$ 9,840	\$ 137,935
Total									\$ 443,863	\$ 557,097	\$ 22,644	\$ 49,062	\$ 673,268

Purpose of 9.9 MW Battery Energy Storage System (BESS) Project

Enhances Grid Stability and Efficiency

- Provides a reliable storage solution for local electricity grid
- Supports renewable energy integration and manages peak load demands

Optimizes Energy Usage

- Stores excess energy from renewable sources during low demand
- Releases stored energy during peak usage to reduce grid strain

Reduces Fossil Fuel Dependence

- Minimizes the need for fossil fuel-based power generation
- Contributes to a more sustainable and resilient energy infrastructure

Supports Community Transition

- Facilitates the shift towards cleaner, more efficient energy use
- Benefits the local community with improved energy practices



9.9 MW Battery Storage System Overview

Technology Used: Hithium Energy Storage technology.



Key Specifications;

- **Energy Density:** 200-220 Wh/kg
 - *Higher than typical industry range (150-250 Wh/kg)*
- **Cycle Life:** 8,000-10,000 cycles at 80% DoD
 - *Significantly exceeds standard 3,000-5,000 cycles*
- **Efficiency:** 95-97% round-trip efficiency
 - *Above average compared to 90-95% benchmark*
- **Operating Temperature:** -20°C to 60°C (-4°F to 140°F)
 - *Broader range than typical -10°C to 45°C*

Unique Features;

- **Advanced Thermal Management:** Prevents overheating, enhances safety.
- **Sophisticated BMS:** Monitors cell performance, extends battery life.
- **Comprehensive Safety Protections:** Overcharge, over-discharge, short-circuit, temperature.

Warranties;

- **10 Years or 20,000 Cycles**
 - *Extended warranty surpassing standard industry offerings.*



3D Renderings of Project Site

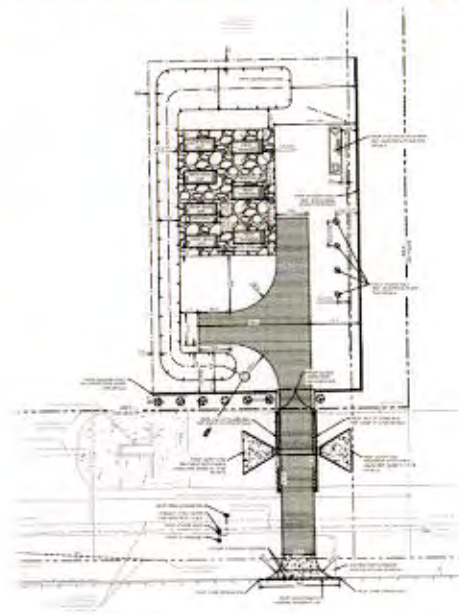
View from East and West on E. Harrison Ave



Note – Payment made into escrow to be made in lieu of sidewalk per agreement

aggreko

DESIGN TRANSMISSIONS INCORPORATED



Fire Prevention Inside Lithium Containers

The Lithium 5015 kWh ESS container is equipped with a comprehensive fire protection system designed to meet stringent safety standards, including NFPA 855. The system includes:

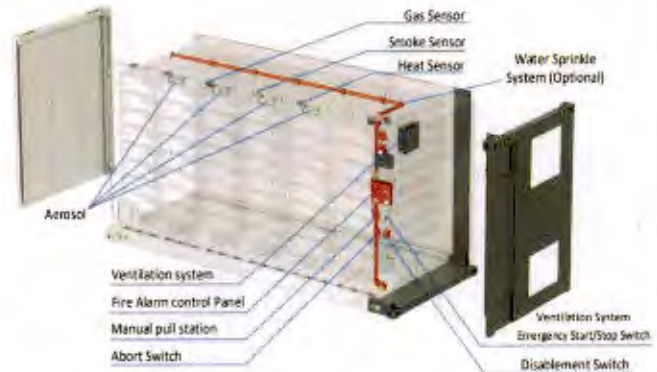
•**Automatic Alarm System:** Integrated with smoke detectors, heat detectors, and a fire alarm control panel (FACP), this system ensures early detection of fire-related hazards. The system triggers alarms and initiates fire suppression protocols automatically.

•**Ventilation System:** This system includes combustible gas detectors, fans, and electric shutters to manage airflow and prevent the buildup of hazardous gases, ensuring the safety of the container environment.

•**Aerosol Fire Extinguishing System:** The container is equipped with an aerosol fire suppression system, which is automatically activated in the event of a fire, effectively containing and extinguishing flames.

•**Optional Water Spray System:** Sprinklers and piping can be installed to provide an additional layer of fire suppression, particularly useful for large-scale fires or when dealing with high-risk environments.

Each component is meticulously integrated to create a comprehensive, multi-layered defense, effectively mitigating potential fire hazards and ensuring the safety of both the energy storage system and the surrounding area.



Fire Safety Compliance Overview

NFPA 855: Installation of Stationary Energy Storage Systems

System Location & Spacing:

- Select sites with minimal risk; ensure adequate spacing from infrastructure and residential areas to prevent fire spread and facilitate safe maintenance.

Fire Suppression & Thermal Management:

- Install appropriate fire suppression systems (e.g., sprinklers, gas suppression) suited to the battery type. Implement advanced thermal management to prevent overheating and thermal runaway.

Emergency Response Planning:

- Design site layouts with clear, accessible routes for emergency responders. Develop and communicate detailed emergency response plans with local fire authorities.

International Fire Code (IFC)

Chapter 12: Hazardous Materials Handling:

- Implement safe storage and handling protocols for hazardous materials, including containment, labeling, and periodic compliance audits.

Chapter 38: Stationary Energy Storage Systems:

- Ensure all installations meet IFC Chapter 38 requirements, including system design and operation. Perform regular inspections and testing to maintain safety and code compliance.

Emergency Response and Monitoring

- Fractal EMS will provide continuous 24/7 monitoring and control for battery energy storage systems. Fractal provides continuous real-time monitoring of all system components. It uses machine learning algorithms to detect anomalies before they escalate into full-blown emergencies. These algorithms are calibrated to detect deviations in temperature, battery voltage, state of charge, and system integrity.
- Fractal is a leader in energy management systems with tailored solutions to maximize efficiency and uptime.
- In the event of a critical alarm, a technician will be dispatched immediately to the site. The technician will arrive within 4 hours under normal conditions. If the technician cannot reach the site within this window due to unforeseen circumstances (such as roadblocks, natural disasters, etc.), the system will automatically escalate the response protocol to local fire authorities.
- In extreme cases, the Fractal EMS system can implement automated shutdown protocols remotely to minimize damage. This includes isolating malfunctioning sections of the BESS, cutting off power to affected containers, and engaging all available suppression systems.
- City of Harlingen Fire Department Number eight is 1.44 miles away from the site and can be on site within 6 minutes of an emergency



Site Emergency Procedures

Initial Response:

- Upon the detection of abnormal conditions (excess heat, smoke, or gas), the automatic alarm system is triggered, initiating pre-programmed shutdowns and alerting the Fractal EMS operators and local fire department.
- The aerosol fire suppression system is immediately activated to contain and suppress any fire before it escalates. The system can fully suppress a fire within minutes without causing water damage to sensitive equipment.

Secondary Response:

- If the aerosol suppression system is overwhelmed, or if multiple battery containers are affected, the secondary water spray system is automatically engaged. The water system targets high-risk areas and mitigates further fire spread by cooling adjacent containers.
- The Fractal EMS platform continues to send live updates to on-site staff, the dispatch team, and local authorities.

Fire Department Intervention:

- The City of Harlingen Fire Department arrives within 6 minutes, as their proximity (1.44 miles) allows for rapid deployment. Upon arrival, firefighters are briefed by the on-site emergency management team using Fractal EMS data to provide situational awareness, including heat signatures, gas levels, and other relevant data.
- Firefighters use specialized tools, including thermal imaging cameras and portable CO2 extinguishers, to manage hot spots and prevent reignition.

ORDINANCE NO. 24-

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF HARLINGEN: A SPECIAL USE PERMIT ISSUED TO ALLOW A BATTERY STORAGE ENERGY FACILITY IN A GENERAL RETAIL ("GR") DISTRICT LOCATED ALONG THE NORTH SIDE OF EAST HARRISON AVENUE, APPROXIMATELY 485 FEET EAST OF LOOP 499, BEARING A LEGAL DESCRIPTION OF 2.00 ACRES OUT OF THE WESY 6.88 ACRES, BLOCK 49, PALMETAL COMPANY SUBDIVISION.

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

BE IT ORDAINED BY THE CITY OF HARLINGEN

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

Special Use Permit ("SUP") issued to Christopher Rose to allow a battery storage energy facility in a General Retail ("GR") District located at a property along the north side of East Harrison Avenue, approximately 485 feet east of Loop 499, bearing a legal description of 2.00 acres out of west 6.88 acres, Block 49, Palmetal Company Subdivision.

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

The Special Use Permit is made contingent upon construction being complied in accordance with the site plan, a true and correct copy of which is attached hereto and incorporated herein by reference as Exhibits "A" and "B" and shall comply with the conditions as listed below:

1. Compliance with Planning ordinances and regulations, Fire Prevention Bureau's regulations, and Building Inspections ordinances and regulations.
2. Install and maintain an 8-foot opaque wall along Harrison Avenue with ten feet of landscaping between the wall and the property line.

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

PRELIMINARY PLAT
"WALLEY BAPTIST - BESS SITE"
2,000 ACRES
 HOUSTON EAST AND WEST TEXAS
 RAILWAY COMPANY SURVEY,
 ABSTRACT NO. 281
 CITY OF HOUSTON
 CAMERON COUNTY, TEXAS

Kimley Horn

Surveyors
 10000 Katy Road, Suite 100
 Houston, Texas 77054
 Phone: (713) 961-1111
 Fax: (713) 961-1112
 E-Mail: khorn@kimleyhorn.com

PLANNING AND ZONING COMMISSION

September 25, 2024

Public hearing and take action to consider a request for a Special Use Permit ("SUP") to allow a battery storage energy facility in a General Retail ("GR") District located at a property along the north side of East Harrison Avenue, approximately 485 east of Loop 499, bearing a legal description of 2.00 acres out of the West 6.88 acres of Block 49, Palmetal Company Subdivision. Applicant: Christopher Rose (*ITEM TABLED AT THE SEPTEMBER 11th MEETING*)

(The Board started the meeting with agenda item seven (7) as per Mr. Cervantes out of consideration for the Aggreko representatives present both in person and online.)

Cmr. Perez made the motion to untable item 7. Cmr. Flores seconded the motion. The motion was moved to a vote. The motion was approved unanimously.

City Planner, Esteeffania Hernández, presented the following information related to the request for a Special Use Permit, as follows:

- The legal notice that was previously sent out was presented.
- The site plan was presented. Ms. Hernández informed the Board that there was a change since the last meeting and that a new site plan had been received showing a reduced number of battery storage units. She said the applicant was originally proposing nine (9) but that they were now proposing four (4). Ms. Hernández informed the Board their report reflected the correct number of proposed battery storage facilities. She added that it was the same number of inverters too.
- The Street View from E. Harrison Avenue was presented.
- An Aerial View of subject property was presented. The area is vacant land just about everywhere else. To the east is the Valley Baptist Mission Education Center and to the west is the Cardenas Auto Group.

Ms. Hernández advised the Board that the applicant prepared additional slides and that these were included in their packets. She said that renderings of the proposed eight (8) foot barrier along the property line, as well as additional landscaping were also included. She said they also included the property tax revenue tables as part of the exhibit on the application. She said this information was included on the PowerPoint slides. Ms. Hernández invited the applicant, Mr. Rose, to present the information. Mr. Rose participated in the meeting (remotely) and shared his screen to present the information.

Mr. Rose prefaced his presentation by explaining that he is in Florida and bearing down for the expected hurricane. He said that he appreciated the accommodations.

- Mr. Rose said that one thing about Aggreko is that they support various initiatives ranging from the Super Bowl to music festivals to natural disaster support and recovery. He said they have a main hub in Houston. He said they are the backbone to supplying hurricane support, to

businesses and the community, to get them back online as fast as possible after a natural disaster.

- He addressed the questions about tax revenue from the previous meeting. He said a thirty (30) year tax forecast was what was provided. He said they estimated five hundred and fifty-five thousand dollars (\$555, 000) in property tax revenues over the next thirty (30) years to the City of Harlingen alone. He said that over the next decade, peak contributions will reach up to forty-nine thousand dollars (\$49,000) per year in the initial years. After depreciation, the project will continue to provide a stable contribution of just under eleven thousand dollars (\$11,000) after the decommission of the project. He said this was predictable funding for the City to use in their City budget to support any improvements they wish to undertake.
- Regarding the battery storage, Mr. Rose stated that the biggest thing for the company is that it allows reliable power storage and optimizes energy usage. He remarked that Texas was not getting any cooler and that it keeps getting hotter, and that subdivisions keep getting approved. He said that something that they need to do with the growth of communities and families getting bigger is to stabilize the grid and this is what this project is going to do.
- Mr. Rose shared some information about the 9.9MW (megawatt) battery storage project. He said that a two (2) hour discharge can energize six hundred and eighty-three (683) homes during a time period of high demand. He said that that not only are you stabilizing the grid, but you are also supporting newer homes and families growing. He said that if you want to grow a community, you have to supplement the grid over that time.
- Mr. Rose provided some quick points regarding the storage system.
 - Mr. Rose said that everything they use is above the industry standard. He said the battery life cycle is eight to ten thousand (8,000-10,000) cycles, exceeding the three to five thousand (3,000 – 5,000) cycle that is the industry standard. He said there is also a ten (10) year warranty. He said the batteries are lithium with the benefit of getting a two hundred (220) cycle or ten (10) years use and also the extended warranties as well.
 - Mr. Rose referred to the site plan and specifically the landscaping to address the questions from the last meeting. He said they plan to add native vegetation and some brush in front and some native trees to beautify the location. He acknowledged that the area is a well-driven and traveled road and so they want to make it look as beautiful as possible. He said this was their plan along with the eight (8) foot wall.
 - Regarding the sidewalk, Mr. Rose said that there was nowhere to connect it to so they will do a payment of an escrow for that sidewalk.
 - Mr. Rose provided a synopsis of the inside of the containers. He highlighted the automatic alarm systems with integrated smoke and heat detectors. He said that fire prevention and fires safety is a high standard for them as well. He said the system is equipped with gas detectors and fans to prevent gas buildup. He said the aerosol fire suppression system will activate automatically if there is a fire. He said there is a water spray system to back up that aerosol system.
 - He mentioned their safety compliance. He said they follow the NFPA 855 and IFC (International Fire Code) safety recommendations including system spacing, the fire suppression mentioned and emergency response planning.
 - He said that Harlingen Fire Station number eight (#8) is roughly one point five (1.5) miles away or about six (6) minutes to get on site if the fire suppression system were to fail.
 - He said the system will be unmanned but will be monitored twenty-four/seven (24/7) by Fractal EMS. He described that Fractal EMS is an industry leader in

energy management. He said that if there is an issue, there will be a technician within four (4) hours to get at the problem, whether it's a fire or if it's a false alarm.

- Last but not least, for Emergency Response Procedures, in an abnormal condition of excess heat, smoke or gas, it will trigger an automatic alarm. He said Fractal EMS can shut down the system remotely that way nothing else happens. He mentioned again the aerosol suppression and water spray systems.
- Mr. Rose said they have a very comprehensive emergency response plan that they would share with the fire department so that both are in line should anything happen.

Vice Chrm. Sanchez asked if there were any questions. Cmr. Perez asked if they were planning to own these over the life cycle of the project. Mr. Rose said that this project is currently going through a lease option. He said it will be active far as the executor of the lease option, once they get through the Special Use Permit, of course. Cmr. Perez asked again if they are going to own it, basically. Mr. Rose responded by saying they would, essentially.

Cmr. Perez asked about the life cycle of the batteries and asked if they planned to replace them every ten (10) years. Mr. Rose said yes.

Vice Chrm. Sanchez said he had a couple of questions. He asked what factors were considered when placing or selecting the site for this type of facility. Mr. Rose said that the biggest factor for them when it comes to these smaller sites is the proximity to an AEP power substation. He said there will be a substation just up the road about one point one (1.1) miles away. He said they are in contact with TXDOT for a permit to get to that substation. He said for them, it is that the substation be within one (1) to one point five (1.5) mile radius of a power substation.

Vice Chrm. Sanchez followed up with a question about population growth in the area and asked if the expectation should be that we're going to see more of these types of facilities throughout the city. Mr. Rose said this was more of a newer technology. He said they are popping up here and there. He said that they just went through a full Specific Use Permit with the City of Brownsville where they just got approval on a similar project. He said they are doing them in locations similar to this because there is a lot of growth and there is a need to supplement the grid. He said that we would see more of these pop up a little bit more. He said it was only a positive thing because we are growing. He said we need to at least provide some type of energy rather than what we lose right now.

Vice Chairman Sanchez indicated he had one last question that Chairman Consiglio brought up regarding the evaluation of the property and the revenue generated. He asked if the reduction in the number of batteries is reflected on the tax revenue table shown. Mr. Rose said the table was reflective of the updated site plan with is a ten million (\$10,000,000) installation cost. He said this number didn't just change based on the number of batteries or containers. He said it was the cost for the company to use it. He confirmed that the ten million (\$10,000,000) was current.

Vice Chrm. Sanchez asked if there were any questions.

Cmr. Cruz-Velázquez starting by addressing Mr. Rose. She thanked him for his presentation and extended her prayers to him and his family as they prepared for the hurricane, having lived in Florida herself and knowing what Florida hurricanes are like.

Cmr. Cruz-Velázquez said that when this was first brought up, she didn't know a lot about the subject, so she did some research and said that she found that these things are good for communities. She said she is in favor of improving it. She said that she knows these facilities can also create jobs and so she wanted to know what kind of benefit and job creation we could have in the community. She asked if any of those jobs could be local. She said that looking at the revenue table, the revenue was good but not that impressive over thirty (30) years. She said that she thought the community could benefit more than just the tax revenue, especially if more of these will be popping up. She said it would certainly be an incentive for the Board. She also mentioned that some of her other questions had been preemptively answered by the presentation regarding security and safety measures. Mr. Rose thanked Cmr. Cruz-Velázquez for her prayers and said it was currently a tense situation. He said that he wished he could have been able to attend the meeting physically. He said that hopefully he would be in the City Commission meeting next week.

Mr. Rose said that Cmr. Cruz-Velázquez was absolutely right. He said that they first look for local help as far as project construction. He said he would definitely make a note with the construction manager to hire within the community. He added that the biggest thing that he could say is that, with their expectation to be within the community for 35 years, they don't want to be the brand. We want to be together. He said that they not only want to be here, but they want to be a part of the community, and they want to give back. He said that in the city of Corpus Christi, they did give a twenty-five-hundred-dollar (\$2,500) sponsorship to Texas A&M Corpus Christi. He said that not only would there be the tax benefit, but they would also want to give back on a yearly basis and that this is something they would continue to do it. Cmr. Cruz-Velázquez said they would like to consider the company a partner within the community. Mr. Rose agreed.

Vice Chrm. Sanchez asked if there were any other questions. He said he could entertain a motion. Cmr. Cruz-Velázquez made the motion to approve. Cmr. Perez seconded the motion. The motion was moved to a vote. The motion passed unanimously.

10(9)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 2, 2024**

Agenda Item:

Consideration and possible action to adopt an ordinance on first reading for a rezoning request from Non-Designated ("N") District to Residential, Single-Family ("R-1") District for a 55.90-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 Engineering c/o Zarate Homes and Design, LLC. Attachment **(Planning & Development)**

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

Signature: *Xavier Cervantes*

Brief Summary:

Project Timeline

- September 5, 2024 – Application for rezoning submitted to the City. **(ATTACHMENT I)**.
- September 11, 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.
- September 14, 2024 – In accordance with State and local law, notice of the required public hearing was published in the Valley Morning Star.
- September 25, 2024 - Public hearing and consideration of the requested rezoning by the Planning and Zoning Commission (P&Z).
- October 2, 2024 – Public hearing and consideration of requested rezoning via 1st ordinance reading scheduled before the City Commission.
- October 16, 2024 – Pending approval of 1st ordinance reading, consideration of approval of 2nd ordinance reading scheduled before the City Commission.

Summary

- The applicant is requesting to rezone the subject properties from Non-Designated ("N") District to Residential, Single-Family ("R1") District to allow for single family residential development. **(ATTACHMENT I)**.
- The proposed Harlingen Lakes Subdivision preliminary construction plans and final plat was approved by the Planning and Zoning Commission on September 11, 2024, subject to a list of conditions from the different City departments. **(ATTACHMENT III)**
- The properties are currently vacant, and unsubdivided. **(ATTACHMENT III)**. The land has approximately 844.14 feet of frontage along Altas Palmas Road and approximately 798.93 feet of frontage along Garrett Road. Garrett Road is a two-lane 22-foot-wide paved road without curb and gutter. Altas Palmas Road is a two-lane 24-foot-wide paved road without curb and gutter.

- The surrounding properties are zoned Residential, Single-Family ("R-1") to the north, and to the east, south, and west is the County. Surrounding land uses include single family residences to the south, north, east, and west.
(ATTACHMENT IV)
- The Future Land Use Plan component of the City of Harlingen's Vision 2020 Comprehensive Plan shows this area as rural residential. The request is consistent with the Future Land Use Plan and consistent with the surrounding land uses.
(ATTACHMENT V).
- To the present, the Planning and Zoning Department has not received any calls in opposition. Staff mailed out 2 notices to surrounding property owners.

Funding (if applicable):

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

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

Finance Director's approval:

☐ Yes ☐ No ☐ N/A

Staff Recommendation:

Staff recommends approval of the rezoning request.

City Manager's approval:



☒ Yes ☐ No ☐ N/A

Comments:

City Attorney's approval:



☒ Yes ☐ No ☐ N/A

Attachment I - Application

CITY OF HARLINGEN PLANNING AND DEVELOPMENT DEPARTMENT MASTER APPLICATION

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address _____ Nearest Intersection Doane Road and Garrett Road
(Proposed) Subdivision Name Harlingen Lakes Subdivision Lot _____ Block _____
Existing Zoning Designation n.a. Future Land Use Plan Designation (R-1) Single Family Residential

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent Javier Hinojosa Phone (956) 668-1588 FAX _____
Email Address (for project correspondence only): javier@javierhinojosaeng.com
Mailing Address 416 E. Dove Ave. City McAllen State TX Zip 78504
Property Owner Zarate Home's & Designs - Oscar Zarate, CEO Phone (956) 561-9587 FAX _____
Email Address (for project correspondence only): oscar@zaratchomedesigns.com
Mailing Address 1992 Date Palm Drive City Mercedes State TX Zip 78570

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

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

Please provide a basic description of the proposed project: Requesting (R-1) Single Family Residential for this development.

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: 9/5/24

Property Owner(s) Signature: _____ Date: _____

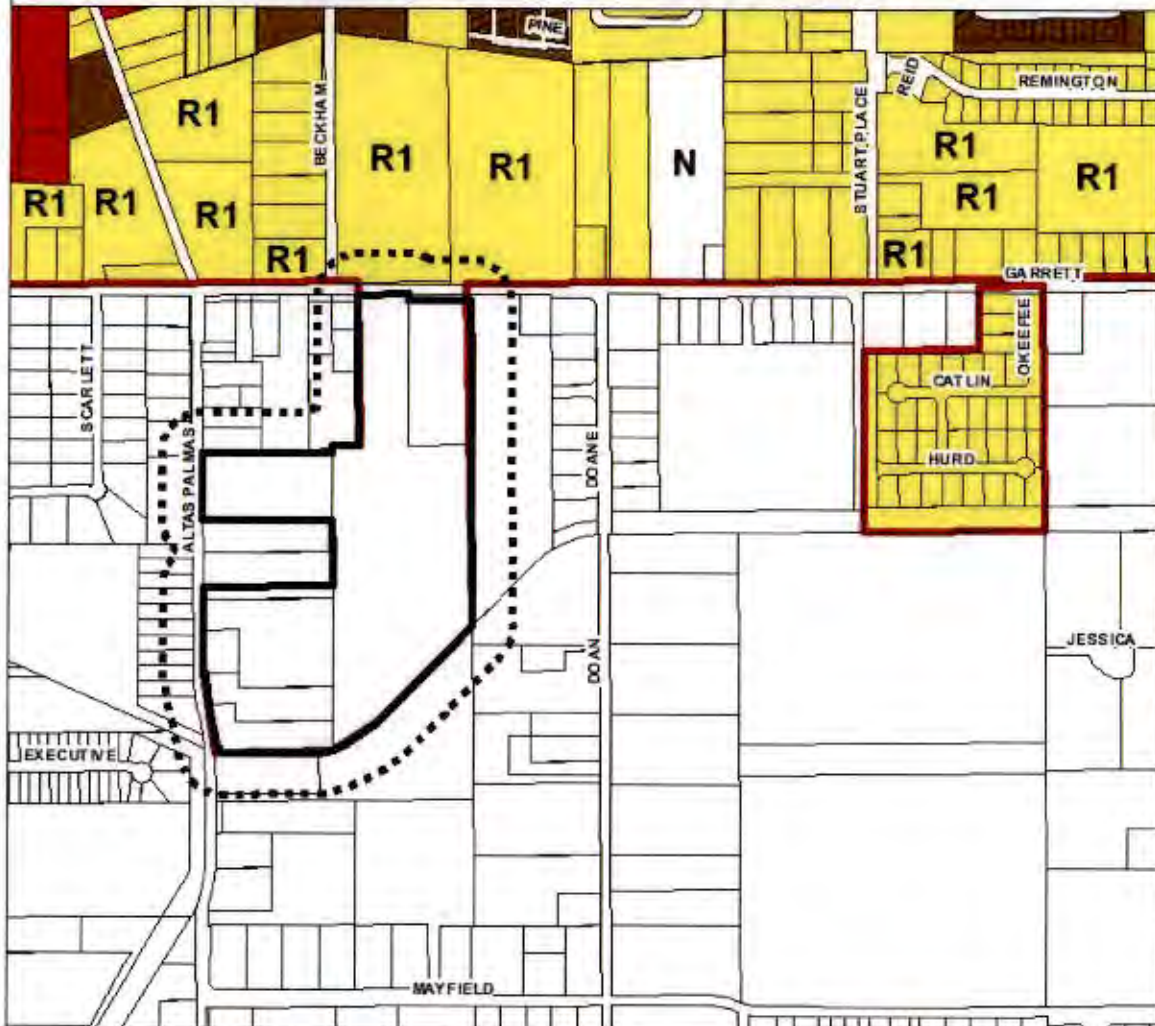
Accepted by: _____ Date: _____



Attachment II



Request to rezone from Non-Designated ("N") District to Residential, Single-Family ("R-1") District for a 55.90-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 Engineering c/o Zarate Homes and Design, LLC



Boundary lines

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

Zoning Designations

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

This map has been produced by the City of Harlingen for the sole purpose of locating jurisdictional boundaries and is not intended for any other. The map data is compiled from various sources including orthophoto imagery, engineer plans and plats, survey field notes, and other sources. This map is intended for graphic representation only. No warranty is made by the City regarding its accuracy or completeness. Before relying on any information on the map, check with the Planning Department.
Date of map 09.10.2024

Attachment III – Subdivision Plat



HARLINGEN LAKES SUBDIVISION
(A PRIVATE SUBDIVISION)

A 55.90 ACRE TRACT 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.



LOCATION MAP
SCALE: 1" = 2000'

Javier Hinojosa Engineering
CONSULTING ENGINEERS
100 E. 5th Street, Suite 200, El Paso, TX 79901
Phone (915) 799-7300
Fax (915) 799-7301
Web: www.jhe.com
E-mail: jhe@jhe.com

PRINCIPAL CONTACTS

PROPOSED CONTRACTS				
DATE	LOCATION	TYPE OF WORK	AMOUNT	STATUS
2004-2005	10000	10000	10000	10000
2005-2006	10000	10000	10000	10000
2006-2007	10000	10000	10000	10000

年份	地区	项目	单位	数量	价值	备注
1980	北京	煤炭	万吨	1.2	120000	
1981	北京	煤炭	万吨	1.5	150000	
1982	北京	煤炭	万吨	1.8	180000	
1983	北京	煤炭	万吨	2.1	210000	
1984	北京	煤炭	万吨	2.4	240000	
1985	北京	煤炭	万吨	2.7	270000	
1986	北京	煤炭	万吨	3.0	300000	
1987	北京	煤炭	万吨	3.3	330000	
1988	北京	煤炭	万吨	3.6	360000	
1989	北京	煤炭	万吨	3.9	390000	
1990	北京	煤炭	万吨	4.2	420000	

[illegible]

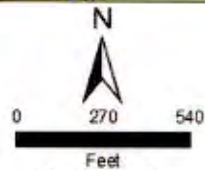
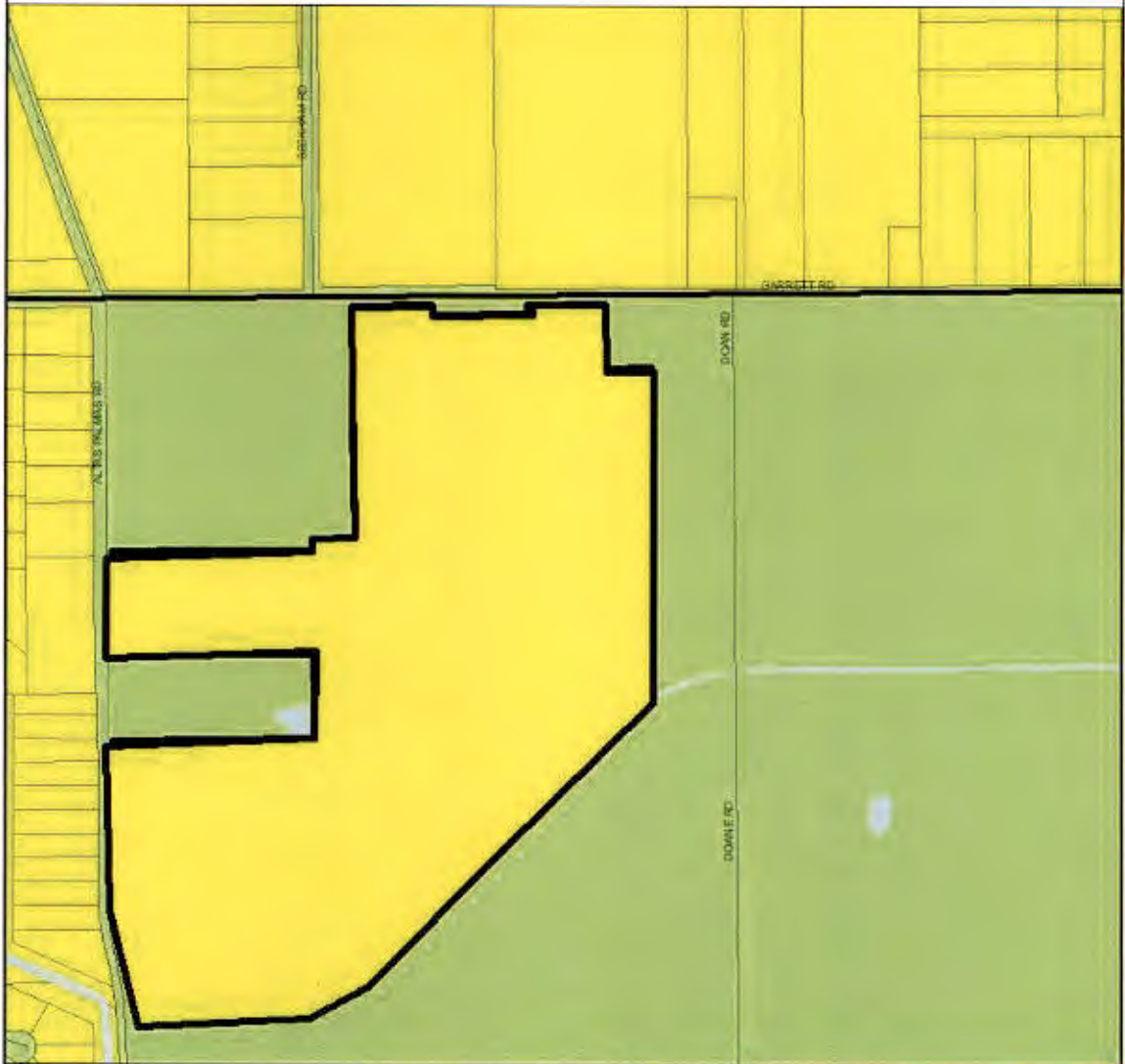
Attachment IV – Aerial View





Future Land Use Map

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



Boundary Lines
 Harlingen City Limits
 Subject Property

Future Land Use

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

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

Attachment VI – Street View

Street View from Garrett Road



Attachment VI – Street View

Street View from Altas Palmas Road



ORDINANCE NO. 24-

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF HARLINGEN: REZONING FROM NON-DESIGNATED ("N") DISTRICT TO RESIDENTIAL, SINGLE-FAMILY ("R-1") DISTRICT FOR 55.90 ACRES 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.

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 Non-designated ("N") District to Residential, Single-Family ("R-1") District for 55.90 acres 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, 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.

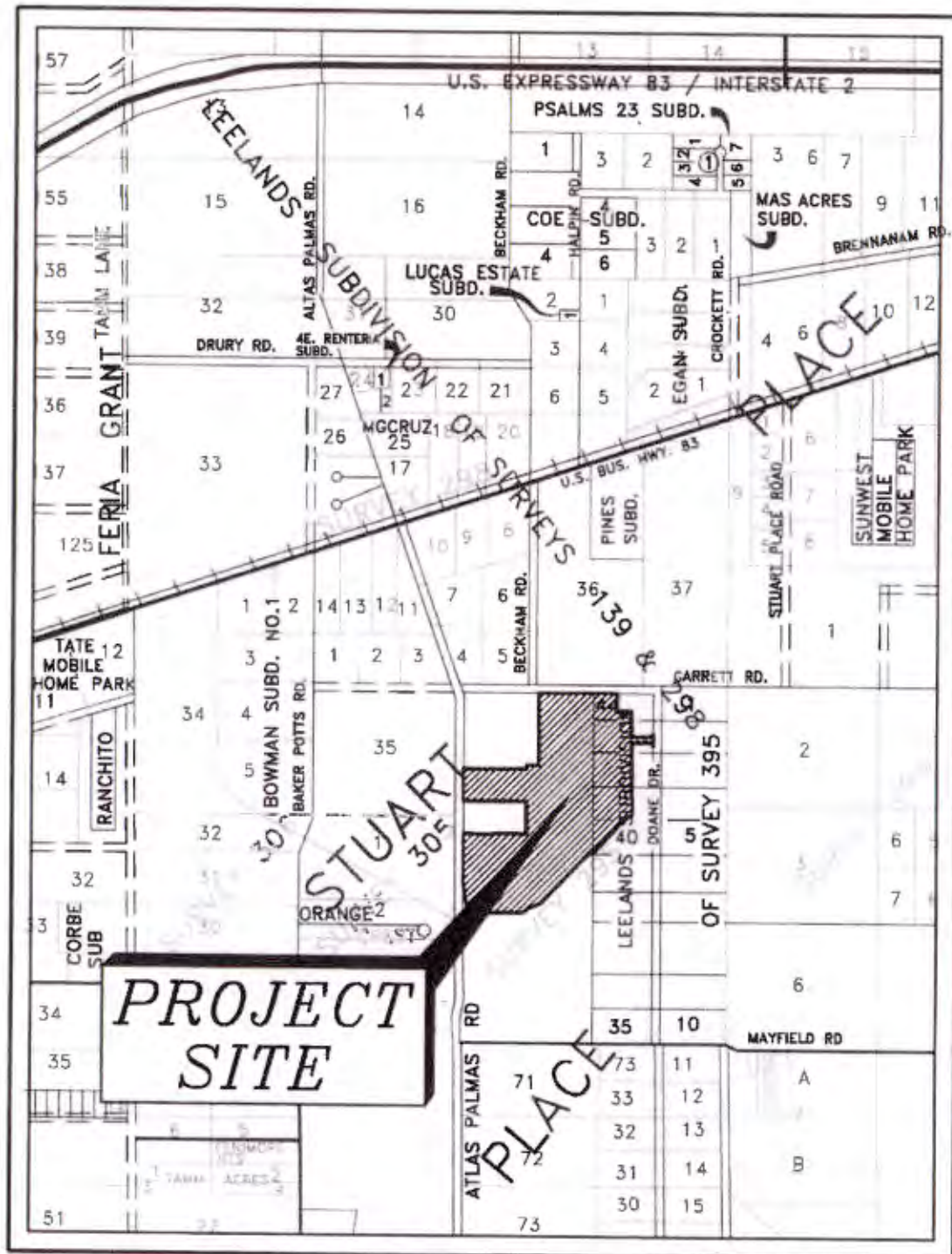
CITY OF HARLINGEN

Norma Sepulveda, Mayor

ATTEST:

Amanda C. Elizondo, City Secretary

Exhibit "A"



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 $8^{\circ}46'12''$ and a radius of 735.56 feet, a tangent of 56.40 feet, arc distance of 112.59 feet, and a chord that bears $N 09^{\circ}41'57'' W$, 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, $N 00^{\circ}24'26'' W$, 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, $N 89^{\circ}35'34'' E$, a distance of 635.60 feet to a concrete monument found, for an interior corner of this tract;

Thence $N 00^{\circ}24'26'' W$, a distance of 327.22 feet to an iron pin found, for an interior corner of this tract;

Thence $S 89^{\circ}35'34'' W$, 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, $N 00^{\circ}24'26'' W$, 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, $S 89^{\circ}40'53'' E$, a distance of 279.04 feet, to a point, for an interior corner of this tract;

Thence $N 89^{\circ}14'45'' E$, 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 $N 00^{\circ}24'26'' W$, a distance of 38.05 feet to a point, for an exterior corner of this tract;

Thence $N 89^{\circ}35'34'' E$, a distance of 125.00 feet to a concrete monument found, for an interior corner of this tract;

Thence $N 00^{\circ}24'26'' W$, 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, $N 89^{\circ}35'34'' E$, 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.

PLANNING AND ZONING COMMISSION

September 25, 2024

Public hearing and take action to consider a request to rezone from Non-Designated ("N") District to Residential, Single-Family ("R-1") District for a 55.90-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 Engineering c/o Zarate Homes and Design, LLC

City Planner, Soledad A. Núñez, presented the following information related to the request for a Special Use Permit, as follows:

- The applicant is requesting to rezone to allow for the development of a single-family residential subdivision.
- Ms. Núñez reminded that Board that at the last meeting, they approved Harlingen Lakes Subdivision subject to a list of conditions from the different city departments.
- An aerial view of the subject property was presented. The property has frontage on both Altas Palmas and Garrett Roads. It has approximately seven hundred and ninety-eight point ninety-three (798.93) feet of frontage on Garrett Road and eight hundred and forty-four (844) feet along Alta Palmas Road. Garrett Road is a twenty-two (22) foot wide, paved without curb and gutter street and Altas Palmas Road is a twenty-four (24) foot paved without curb and gutter.
- Zoning to the south is single-family residential. Land uses are single-family homes. Ms. Núñez pointed out the areas not color-coded on the map. She said all these areas were in the County and did not have a zoning. She mentioned that there are properties to the South which are not shown on this view but that will be seen later are zoned single-family residential.
- The Future Land Use Plan shows the area as low density residential so the rezoning request is in line with the Future Land Use Plan.
- A copy of the subdivision plat was presented. Ms. Núñez said the applicant is proposing one hundred and seventeen (117) single-family residential lots and that it will be a private subdivision.
- Street Views of the property from both Garrett Road and Altas Palmas Road were presented.
- The subject property was shown using the City Zoning map. Ms. Núñez explained that it is currently not zoned, which is why it doesn't have any coloring on it. She said eventually, if approved today and then approved by City Commission, it will be turned yellow. Ms. Núñez pointed out some properties to the south of Garrett Road that are also single-family residential. She also pointed out a subdivision to the east that is also single-family residential.
- Staff is recommending approval of the rezoning request.

Vice Chrm. Sanchez asked if there were any questions for Staff. Cmr. Cruz-Velázquez asked what kind of homes they were planning on putting there. She asked if it was affordable housing. Mr. Cervantes said it will not be affordable housing. Ms. Núñez stated it will be a private and gated subdivision. Mr. Cervantes said it will be three hundred to five hundred thousand dollar (\$300,000 to \$500,000) expensive houses in his estimation. Ms. Núñez said it will be gated and said referred to the plat of the subdivision saying it will have lakes within the subdivision to elevate the look. She reiterated it would be a private, gated community and said that this was why it was called Harlingen Lakes.

Cmr. Cantu asked if they were planning to have an HOA. Mr. Cervantes said yes. Ms. Núñez said they are proposing an HOA for this subdivision.

Vice Chrm. Sanchez asked if the property was within city limits. Ms. Núñez said yes. Mr. Cervantes said the property was just annexed. Ms. Núñez referred to the City Zoning map again. She said it was hard to see but added that everything outlined in black was within city limits. She said the property has been added to the city limits and now it was the rezoning process.

Cmr. Flores asked for clarification of the type of housing that would be put in, citing that the area is designated a low-density residential in the comprehensive plan. Both Mr. Cervantes and Ms. Núñez stated it would only be R-1. Cmr. Flores said he'd hate to see duplexes added all over the place in an area that is R-1 and low density. Ms. Núñez stated that they would not be able to do duplexes here. She said that the requested zoning would not allow for duplexes.

Cmr. Flores asked about the location of the property in relation to Stuart Place Elementary, asking how close it was. Ms. Núñez used the map to identify the location of each. She was told it was further to the West. Mr. Cervantes added that it will be a very nice place to live.

Vice Chrm. Sanchez stated that the item had a Public Hearing and proceeded. The Public Hearing was opened. The Vice Chrm. asked if there was anyone present that would like to speak in favor or against this item. Upon hearing and seeing no one, the Public Hearing was closed. He asked to entertain a motion.

Cmr. Perez asked if the subdivision would be on a septic system. Mr. Cervantes said that the lots will be connected to city sewer system.

Vice Chrm. Sanchez asked if there were any other question or that he could entertain a motion. Cmr. Perez made the motion to approve. Cmr. Cruz-Velázquez seconded the motion. The motion was moved to a vote. The motion passed unanimously.

10(h)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 2, 2024**

Agenda Item:

Consideration and possible action to adopt an ordinance on first reading amending the City of Harlingen Code of Ordinances, Chapter 111, Zoning, Article VII, Section 111-173, Nonresidential height restrictions, by requiring a Special Use Permit for buildings greater than five stories in height. 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 25, 2024 - Public hearing and consideration of the zoning ordinance amendment by the Planning and Zoning Commission.
- October 2, 2024 - Consideration of requested ordinance amendment via 1st ordinance reading scheduled before the City Commission.
- October 16, 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 height regulations for commercial properties.
- Height restrictions are frequently a point of frustration for developers and for affordable housing advocates.
- The proposal is if a developer proposes a commercial building greater than five stories, a special use permit would be required instead of an approval from the Zoning Board of Adjustments. The special use permit would require approval from the City Commission.
- In properties zoned industrial the building heights limitation would not apply.
- 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.

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 111, ZONING,
ARTICLE VII, SECTION 111-173, NONRESIDENTIAL
HEIGHT RESTRICTIONS, BY REQUIRING A SPECIAL
USE PERMIT FOR BUILDINGS GREATER THAN FIVE
STORIES IN HEIGHT; PROVIDING FOR PUBLICATION
AND ORDAINING OTHER MATTERS RELATED TO THE
FOREGOING**

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

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

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

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

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

SECTION I: That the City of Harlingen Code of Ordinances, Chapter 111, Zoning, Article VII, Section 111-173, is hereby amended by adding the language underlined (added) and deleting the language that is stricken through (~~stricken~~) to read in full as follows.

ARTICLE VII. - HEIGHT REGULATIONS

Sec. 111-172. - Residential height restrictions.

No building or structure shall be located, erected, or altered in any residential zone so as to exceed three stories without prior public hearing and approval by the board of adjustment as provided by this chapter.

Sec. 111-173. - Nonresidential height restrictions.

In nonresidential zones, the permissible building heights shall be consistent and compatible with the surrounding buildings and shall not place an undue significant burden on adjacent or nearby properties. Buildings greater than five stories shall ~~be subject to review, with a public hearing, and approval of the board of adjustment~~ require a special use permit and approval of the City Commission. Properties zoned Light Industry ("LI") or Heavy Industry ("HI") are exempt from any height regulations.

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

PLANNING AND ZONING COMMISSION

September 25, 2024

Public hearing and take action to consider a request to adopt an ordinance on first reading to amend the City of Harlingen Code of Ordinances, Chapter 111, Zoning, Article VII, Section 111-173, Nonresidential height restrictions, by requiring a Special Use Permit for a building greater than five stories. Applicant: City of Harlingen

Planning and Development Director, Xavier Cervantes, presented the following information related to the consideration to amend the ordinance before the Board, as follows:

- Mr. Cervantes stated the item was discussed two (2) weeks ago. He said that they decided that instead of simply removing the language, they would change it to make it a Special Use Permit. He said this was the information in the meeting packet.
- He said that if a developer wants to build a building greater than five stories it would no longer go to the Zoning Board of Adjustments anymore. He said it would go through the Planning and Zoning Board and the City Commission.
- He added that depending on the case, additional conditions could be imposed to maybe compromise with the surrounding property owners if there is opposition. He said there are a lot of tools available for the projects to happen and the neighbors still be content.

Vice Chrm. Sanchez asked if the trigger point would still be five (5). Mr. Cervantes confirmed this saying that it would be having more than five (5) stories.

Vice Chrm. Sanchez asked if there were any questions for Staff. Upon hearing none, he proceeded to the Public Hearing on the item. The Public Hearing was opened. The Vice Chrm. asked if there was anyone present that would like to speak in favor or against the request. Upon hearing and seeing no one, the Public Hearing was closed.

Vice Chrm. asked if he could entertain a motion. Cmr. Cruz-Velázquez made the motion to approve. Cmr. Perez seconded the motion. The motion was moved to a vote. The motion passed unanimously.

10(i)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 2, 2024**

Agenda Item:

Consideration and possible action to approve the annexation services agreement for a proposed voluntary annexation of a 2.273-acre tract of land out of the extreme northwest corner of Block 176, Adam's Gardens Subdivision "C". Applicant: AEC Engineering c/o LS Contractors Specialist. Attachment (**Planning & Development**)

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

Signature: *Xavier Cervantes*

Brief Summary:

Summary

- The City recently started processing a subdivision at the southeast corner of Bass Boulevard and Palis Drive for a proposed new Dollar General Store.
- During the subdivision discussion with city staff it became apparent to the developer that it would be advantageous to request annexation to the city limits. This is based on incentives the city can offer to facilitate the property's development.
- For the annexation to be contiguous to the city limits, the annexation would involve annexing the Bass Boulevard TxDOT right of way from Hick Hill Road to Palis Drive.
- The proposed annexation services agreement with the incentives can be found in **Attachment I**.
- An exhibit depicting the areas to be annexed can be found in **Attachment II**.
- Other supporting documents can be found in **Attachment III**.

Funding (if applicable):

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

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

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

Staff Recommendation:

Staff recommends approval.

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

Comments:

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

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 2.273-acre tract of land out of the extreme northwest corner of Block 176, Adam's Gardens Subdivision "C", Cameron County, Texas, the owners(s) of the land in the area and the City of Harlingen ("City"), collectively referred to herein as the "Parties", hereby enter into this written Annexation Service Agreement as follows:

A. Services to be provided on the effective date of annexation unless otherwise specified.

1. Police Protection

Patrolling, radio response to calls and other routine police services using present personnel and equipment will be provided on the effective date of annexation. Patrol positions will be added when population warrants.

2. Fire Protection

Fire protection by the present personnel and equipment of the fire fighting force within the limitations of available water will be provided on the effective date of annexation.

3. Emergency Medical Services

Emergency medical services will be provided through contract services on the effective date of annexation.

4. Environmental Health and Code Compliance

Health protection including the elimination of weedy lots, illegal dumping, unsanitary septic systems, sources of standing water and other public nuisances will be provided on the effective date of annexation.

Regulation of animal and fowl density will be provided on the effective date of annexation.

5. Solid Waste Collection

Pick up will begin on the effective date of annexation at the same level of service and cost provided to other similar areas presently found within the City of Harlingen.

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

Attachment I

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 General Retail ("GR") District after the rezoning public hearings are held, the city agrees to de-annex the property within three (3) months after the rezoning process is completed.

C. The city agrees not to require the dedication of any additional right of way and to not require ten (10) feet of additional asphalt, with curb and gutter and sidewalks along the Palis Drive boundary during the subdivision process.

SIGNED this ____ day of _____, 2024.

CITY OF HARLINGEN

By: _____
Gabriel Gonzalez, CPM, City Manager

PROPERTY OWNER(S) OF THE PROPERTY DESCRIBED ABOVE

By: Teodoro Snavelly
LS Contractors Specialist, Inc.

Attachment II



**OWNER'S AUTHORIZATION FORM**

I, LS contractor specialist INC as owner of a tract of land identified as:

A 2.273-ACRE (99,000.00 SQUARE FEET) TRACT OF LAND, MORE OR LESS, OUT OF THE EXTREME NORTHWEST CORNER OF BLOCK ONE HUNDRED SEVENTY-SIX (176), ADAMS GARDENS SUBDIVISION "C", CAMERON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 10, PAGE 3, MAP RECORDS OF CAMERON COUNTY, TEXAS;

hereby authorize AEC Engineering, LLC, and its assigns the right and power to sign all re-zoning, site plan, subdivision applications, and related paperwork for the regulating entities and all reviewing agencies regarding the proposed development.

[Signature]
(OWNER Representative)

8/13/2024
Date

STATE OF TEXAS §

COUNTY OF CAMERON §

Before me, the undersigned authority, on this day personally appeared Teresa Sanchez, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and considerations therein stated.

Given under my hand and seal of office, this the 13 day of

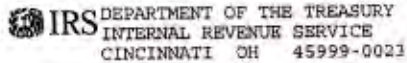
August 13, 2024.

Carolina Reyes
NOTARY PUBLIC STATE OF TEXAS
MY COMMISSION EXPIRES:

8/13/24
Date



Attachment III



LS CONTRACTORS SPECIALIST INC
4010 CRA ST
EDINBURG, TX 78539

Date of this notice: 12-09-2016

Employer Identification Number:
81-4643551

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 81-4643551. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1120

04/15/2017

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

Attachment III

(IRS USE ONLY) 575A

12-09-2016 LSCO B 9999999999 SS-4

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is LSCO. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

Attachment III

12-09-2016 LSCO B 9999999999 SS-4

CP 575 A (Rev. 7-2007)

CP 575 A

99999999999

DATE OF THIS NOTICE: 12-09-2016
EMPLOYER IDENTIFICATION NUMBER: 81-4643551
FORM: SS-4 NOBOD

LS CONTRACTORS SPECIALIST INC
4010 ORA ST
EDINBURG, TX 78539

Attachment III

Form 201**(Revised 05/11)**

Submit in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512/463-5709
Filing Fee: \$300

**Certificate of Formation
For-Profit Corporation**

This space reserved for office use.

FILED
In the Office of the
Secretary of State of Texas

DEC 02 2016**Corporations Section****Article 1 – Entity Name and Type**

The filing entity being formed is a for-profit corporation. The name of the entity is:

LS Contractors Specialist, Inc.

The name must contain the word "corporation," "company," "incorporated," "limited" or an abbreviation of one of these terms.

Article 2 – Registered Agent and Registered Office

(See instructions. Select and complete either A or B and complete C.)

☐ A. The initial registered agent is an organization (cannot be entity named above) by the name of:

OR

☒ B. The initial registered agent is an individual resident of the state whose name is set forth below:

Teodoro		Snavely	
<i>First Name</i>	<i>M/I</i>	<i>Last Name</i>	<i>Suffix</i>

C. The business address of the registered agent and the registered office address is:

4010 Ora Street	Edinburg	TX	78539
<i>Street Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>

Article 3 – Directors

(A minimum of 1 director is required.)

The number of directors constituting the initial board of directors and the names and addresses of the person or persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and qualified are as follows:

Director 1				
Teodoro		Snavely		
<i>First Name</i>	<i>M/I</i>	<i>Last Name</i>	<i>Suffix</i>	
4010 Ora Street	Edinburg	TX	78539	USA
<i>Street or Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>	<i>Country</i>

Attachment III

Director 2				
First Name	M.I.	Last Name	Suffix	
Street or Mailing Address	City	State	Zip Code	Country
Director 3				
First Name	M.I.	Last Name	Suffix	
Street or Mailing Address	City	State	Zip Code	Country

Article 4 – Authorized Shares

(Provide the number of shares in the space below, then select option A or option B, do not select both.)

The total number of shares the corporation is authorized to issue is: 1,000

☒ A. The par value of each of the authorized shares is: 1.00

☐ B. The shares shall have no par value.

If the shares are to be divided into classes, you must set forth the designation of each class, the number of shares of each class, the par value (or statement of no par value), and the preferences, limitations, and relative rights of each class in the space provided for supplemental information on this form.

Article 5 – Purpose

The purpose for which the corporation is formed is for the transaction of any and all lawful business for which a for-profit corporation may be organized under the Texas Business Organizations Code.

Supplemental Provisions/Information

Text Area: [The attached addendum, if any, is incorporated herein by reference.]

Text Area: [The attached addendum, if any, is incorporated herein by reference.]

Attachment III

Organizer

The name and address of the organizer:

Mary Brooks, BlumbergExcelsior Corporate Services, Inc.

Name

814 San Jacinto Boulevard, Suite 303

Austin

TX

78701

Street or Mailing Address

City

State

Zip Code

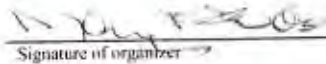
Effectiveness of Filing (Select either A, B, or C.)

- A. ☒ This document becomes effective when the document is filed by the secretary of state.
- B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____
- C. ☐ This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is: _____
- The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized to execute the filing instrument.

Date: 12/02/16



Signature of organizer

Mary Brooks

Printed or typed name of organizer

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Carlos H. Cascos
Secretary of State

Office of the Secretary of State

**CERTIFICATE OF FILING
OF**

LS Contractors Specialist, Inc.
File Number: 802595699

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic For-Profit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 12/02/2016

Effective: 12/02/2016



A handwritten signature in black ink, appearing to read "Cascos", followed by a horizontal line.

Carlos H. Cascos
Secretary of State

Phone: (512) 463-5555
Prepared by: Angie Gardner

Come visit us on the internet at <http://www.sos.state.tx.us/>

Fax: (512) 463-5709
TID: 10306

Dial: 7-1-1 for Relay Services
Document: 702587390002

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Carlos H. Cascos
Secretary of State

Office of the Secretary of State

December 05, 2016

BlumbergExcelsior Corporate Services, Inc.
814 San Jacinto Blvd, Ste 303
Austin, TX 78701 USA

RE: LS Contractors Specialist, Inc.
File Number: 802595699

It has been our pleasure to file the certificate of formation and issue the enclosed certificate of filing evidencing the existence of the newly created domestic for-profit corporation.

Unless exempted, the entity formed is subject to state tax laws, including franchise tax laws. Shortly, the Comptroller of Public Accounts will be contacting the entity at its registered office for information that will assist the Comptroller in setting up the franchise tax account for the entity. Information about franchise tax, and contact information for the Comptroller's office, is available on their web site at <http://window.state.tx.us/taxinfo/franchise/index.html>.

The entity formed does not file annual reports with the Secretary of State. Documents will be filed with the Secretary of State if the entity needs to amend one of the provisions in its certificate of formation. It is important for the entity to continuously maintain a registered agent and office in Texas. Failure to maintain an agent or office or file a change to the information in Texas may result in the involuntary termination of the entity.

If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division
(512) 463-5555

Enclosure

Phone: (512) 463-5555
Prepared by: Angie Gardner

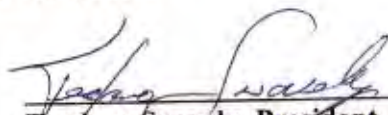
Come visit us on the internet at <http://www.sos.state.tx.us/>
Fax: (512) 463-5709
TID: 10285

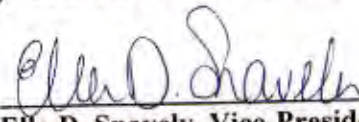
Dial: 7-1-1 for Relay Services
Document: 702587390002

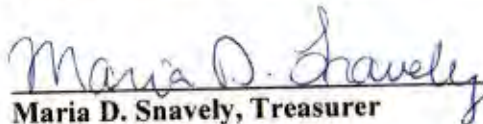
**STATEMENT OF OPERATION
AS A CLOSE CORPORATION**

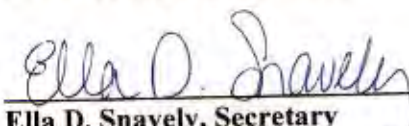
1. The name of the Corporation is LS Contractors Specialist, Inc.
2. LS Contractors Specialist, Inc., a close corporation, is being operated and its business and affairs are being conducted under the terms of a shareholders' agreement made pursuant to the Texas Close Corporation Law.
3. LS Contractors Specialist, Inc. will begin operations on January 1, 2017.

DATED this 13th day of December, 2016.


Teodoro Snavely, President


Ella D. Snavely, Vice-President


Maria D. Snavely, Treasurer


Ella D. Snavely, Secretary



Corporate Seal

12/3

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 2, 2024**

Agenda Item:

Consideration and possible action to approve the Vehicle Towing Ordinance on second reading amending Harlingen Code of Ordinances at Chapter 18, 46-93 through 46-135 Schedule of Fees and Chapter 46, Article III, Vehicle Towing, pertaining to towing standards and guidelines for tows requested by the Police, Citizens of Private Tows, providing for applications, permits regulations, certifications and other safety requirements, providing for enforcement and prohibitions, providing for repeal of conflicting ordinances, amending license and towing fees, which may be charged within the City and other particulars. Attachment (**Police**)

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

Brief Summary:

City of Harlingen is proposing to amend the Harlingen Code of Ordinances at Chapter 18, 46-93 through 46-135 Schedule of Fees and Chapter 46, Article III, Vehicle Towing, pertaining to towing standards and guidelines for tows requested by the Police, Citizens of Private Tows, providing for applications, permits regulations, certifications and other safety requirements, providing for enforcement and prohibitions, providing for repeal of conflicting ordinances, amending license and towing fees, which may be charged within the City and other particulars.

Funding (if applicable):

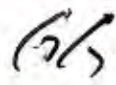
Are funds specifically designated in the current budget for the full amount ☐ Yes ☒ No*
for this purpose?

*If no, specify source of funding and amount requested: no cost will be incurred by the City of Harlingen.

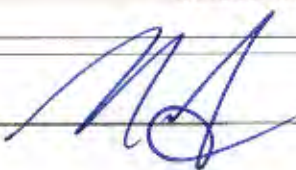
Finance Director's approval: ☐ Yes ☐ No ☐ N/A

Staff Recommendation:

Staff recommends that the proposed amendments to Chapter 18, 46-93 through 46-135 Schedule of Fees and Chapter 46, Article III, Vehicle Towing be approved.

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

Comments:

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

An Ordinance of the City of Harlingen amending Harlingen Code of Ordinances at Chapter 18, 46-93 through 46-135 Schedule of Fees, and Chapter 46, Article III , Vehicle Towing, pertaining to towing standards and guidelines for tows requested by the Police, Citizens or Private Tows, providing for applications, permits regulations , certifications and other safety requirements, providing for enforcement and prohibitions, ,providing for repeal of conflicting ordinances, amending license and towing fees which may be charged within the city and other particulars.

Whereas, consistent, safe and enforceable tow service guidelines are necessary for police department, initiated calls, citizens directs requests and private property (contract) calls within the city limits and

Whereas the Code of Ordinances of the City of Harlingen needs to be amended in regard to the regulation of wrecker service within the city limits

Be it Resolved by the City Commission of the City of Harlingen"

- 1.) That City of Harlingen Code of Ordinances at Chapter 46, Article III, Vehicle Towing is hereby amended as follows:

Subpart A - GENERAL ORDINANCES
Chapter 46 - TRAFFIC AND VEHICLES
ARTICLE III. VEHICLE TOWING

Sec. 46-93. Police towing policy authorized.

The police department is hereby authorized to adopt a citywide policy for towing motor vehicles when the operator of the vehicle either fails to maintain or cannot present proof of financial responsibility required by the state. Police department officers are hereby authorized to remove or impound any vehicle where the operator has failed to maintain or cannot present proof of the required financial responsibility.

(Code 1997, § 118.090; Ord. No. 08-35, 5-21-2008)

Secs. 46-94—46-114. Reserved.

DIVISION 2. WRECKERS¹

Sec. 46-115. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Traffic accident or collision means any occurrence which renders a vehicle wrecked or disabled.

Certificate holder means any person possessing a current, valid certificate of registration to engage in the wrecker business in the city.

Certificate of registration means written authorization granted by the chief of police, under the provisions of these sections, to a wrecker company having a place of business within the city and its extraterritorial jurisdiction or outside the city when the need arises for a specialized tow truck that performs non-consent tows.

Chief of police means the chief of police for the city or the person designated by him to act in his stead for the purposes of these sections.

City means all areas that have been fully annexed by the city and its extraterritorial jurisdiction.

Consent tow means any tow of a motor vehicle in which the tow truck is summoned by the owner or operator of the vehicle or by a person who has possession, custody, or control of the vehicle. The term "consent tow" does not include an incident management tow or a private property tow.

Day means calendar day unless otherwise specified.

Incident management tow means any tow of a vehicle in which the tow truck is summoned to the scene of a traffic accident or to an incident, including the removal of a vehicle, commercial cargo, and commercial debris from an accident or incident scene.

Inspection sticker means written authorization granted by the chief of police, under the provisions of these sections and affixed to a tow truck used by a wrecker company on the rotation list, indicating that the tow truck has passed the required inspection.

Manufacturer's certificate means a plate permanently affixed to either a truck, wrecker equipment or tow sling by the manufacturer of the equipment which states the vehicle's or equipment's gross poundage capacity.

Motor vehicle means any vehicle which is self-propelled. This does not include motor assisted bicycles as defined by the laws of the state.

Non-consent tow means any tow of a motor vehicle in which the tow truck is not summoned by the owner or operator of the vehicle or by a person who has possession, custody, or control of the vehicle.

Owner means any person who holds the legal title of a motor vehicle, or has the legal right of possession thereof. This does not include any person who has gained possession of a motor vehicle only as a result of wrecker services performed.

Person means an individual, a corporation, a partnership, joint venture or association.

Private property tow means any tow of a vehicle authorized by a parking facility owner without the consent of the owner or operator of the vehicle.

¹Editor's note(s)—Ord. No. 2020-19, §§ 1, 2, adopted July 1, 2020, repealed the former div. 2, §§ 46-115—46-139, and enacted a new div. 2 as set out herein. The former div. 2 pertained to similar subject matter and derived from Code 1997, §§ 118.095—118.119; Ord. No. 08-36, adopted May 21, 2008.

Repossession means a tow made by, or on behalf of, a lienholder taking possession of collateral.

Rotation list means the list prepared in accordance with the provisions of this division of wrecker companies which have applied and qualified to appear thereon, and which maintain inspected tow trucks of a capacity required to be on said list.

Tow truck means a motor vehicle, including a wrecker, equipped with a mechanical device used to tow, winch, or otherwise move another motor vehicle. The term "tow truck" does not include:

- (1) A motor vehicle owned and operated by a governmental entity, including a public school district;
- (2) A motor vehicle towing:
 - a. A race car;
 - b. A motor vehicle for exhibition; or
 - c. An antique motor vehicle;
- (3) A recreational vehicle towing another vehicle;
- (4) A motor vehicle used in combination with a tow bar, tow dolly, or other mechanical device if the vehicle is not operated in the furtherance of a commercial enterprise;
- (5) A motor vehicle that is controlled or operated by a farmer or rancher and used for towing a farm vehicle; or
- (6) A motor vehicle that:
 - a. Is owned or operated by an entity, the primary business of which is the rental of motor vehicles; and
 - b. Only tows vehicles rented by the entity.

Vehicle means every device in, upon, or by which any person or property is or may be transported or drawn upon a public highway, including, but not limited to, motor vehicles, but not including devices moved only by human power, or used exclusively on stationary rails or trucks.

Wait time means the time consumed while at the requested location standing at the direction of requestor.

Wrecker means the same definition as tow truck.

Wrecker business means the business of towing vehicles not belonging to the wrecker company on a public street within the limits of the city for compensation, or with the expectation of compensation, including, but not limited to, compensation for towing, storage, and repair. It does not include towing a vehicle to a point outside the city when the owner requests that it be towed to a point outside the city, except as otherwise provided in this division.

Wrecker company means any person lawfully engaged in the wrecker business; and/or an individual, association, corporation or other legal entity that controls, operated or directs the operation of one or more tow trucks over a public roadway in this state but does not include a political subdivision.

(Ord. No. 2020-19, § 2, 7-1-2020)

State law reference(s)—Similar provisions, Texas Occupations Code § 2308.002.

Sec. 46-116. Purpose.

The proper and safe functioning of the wrecker business has a critical impact on the safety and welfare of the public since it involves the use of the public streets of the city, often in circumstances necessitating prompt removal of dangerous obstruction to traffic. Therefore, the privilege of any person to engage in the wrecker business in the city shall be subject to regulation in order to protect the health, safety and welfare of the public.

(Ord. No. 2020-19, § 2, 7-1-2020)

Sec. 46-117. Compliance with state law.

Any person operating a tow truck and/or wrecker shall comply with all applicable state laws. A failure to comply with applicable state laws is a violation of this division.

(Ord. No. 2020-19, § 2, 7-1-2020)

State law reference(s)—Vehicle towing and booting, Texas Occupations Code ch. 2308.

Sec. 46-118. Requirements to perform non-consent tows.

- (a) It shall be unlawful for a person to operate a tow truck that performs non-consent tows in the city unless the person has a certificate or registration issued by the chief of police, except as provided in this section.
- (b) An applicant for a certificate of registration to perform non-consent tows shall submit, on a form provided by the chief of police, a verified application containing or accompanied by the following:
 - (1) The true name, the trade name, Tax ID number, principal business address, and telephone number that is answered 24 hours a day, of the wrecker company.
 - (2) The list of wreckers proposed to be operated by the wrecker company, including, but not limited to, the motor vehicle identification number, make, unit number and the name of the owner of the wrecker listed (the wrecker company affiliate), if different from the wrecker company applying for the certificate of registration.
 - (3) The name of the owners of the wrecker company, partners or corporation officers.
 - (4) Proof of compliance with all of the insurance requirements of 16 TAC Part 4 Chapter 86 and the minimum insurance requirements set by the City of Harlingen Risk Management.
 - (5) A certificate of on-hook cargo insurance to cover damage to a towed vehicle during hookup and/or towing in the minimum amount as established in the city fee schedule in chapter 18.
 - (6) A copy of a vehicle storage facility license issued by the Texas Department of Transportation, pursuant to the Vehicle Storage Facility Act, Texas Occupations Code ch. 2303.
 - (7) A copy of the motor carrier certificate of registration issued by the Texas Department of Transportation.
 - (8) Pay a fee as established in the city fee schedule in chapter 18 paid to the city for annual certificate of registration issued to the wrecker company.
 - (9) These sections do not apply to nor prohibit a wrecker company which obtained a motor carrier certificate of registration from the Texas Department of Transportation and having a place of business outside the incorporated city limits from making a consent tow within the city.
- (c) A tow truck operator licensed under this chapter, while performing a non-consent tow must have in their possession and display:

TDLR license

- (1) A city issued tow operator's identification card.
- (2) Uniform top with the name of the company and at the minimum, the first name of the driver.
- (3) Required ANSI compliant safety equipment.

(Ord. No. 2020-19, § 2, 7-1-2020)

Sec. 46-119. Certificate of registration for non-consent tows, issuance, and expiration.

- (a) The chief of police or authorized designee shall register a wrecker company and issue a certificate of registration under this division to a company which is determined to be in compliance with the requirements hereunder.
- (b) However, the chief of police may deny an application for a certificate of registration if the applicant:
 - (1) Has had a registration revoked under Texas Transportation Code § 643.252.
 - (2) Operates a tow truck after the state registration has been revoked; causes or allows the operation of a tow truck by an unlicensed driver on the public roadways.
 - (3) Operates a tow truck performing non-consent tows without a certificate of registration on the public roadways.
 - (4) Submits false information on a registration application.
 - (5) Fails to maintain insurance required by state law for the operation of a wrecker company of its equipment; or other legal grounds exist for denying such certificate of registration.
- (c) Each certificate of registration issued shall expire at midnight on December 31 of the calendar year of issuance, and will be renewable only upon compliance with the provisions of these sections and any other applicable laws, ordinances, or regulations which shall be in effect at the time of the renewal application.
- (d) Each wrecker company which has received a certificate of registration under these sections shall at all times carry a copy of its certificate of registration in each wrecker it operates.
- (e) Each wrecker company which has received a certificate of registration shall be responsible for updating the information provided in the application by submitting supplemental information on forms provided by the chief of police. Failure to provide updated information, such as, but not limited to, replacement or additions of tow trucks, drivers' license suspensions or revocations, change in insurance company, or expiration of storage facility license, shall be grounds for suspension or revocation of a certificate of registration.
- (f) Each wrecker company which has received a certificate of registration shall agree to random inspection for the requirements of compliance under this ordinance. Random inspections will not exceed 2 per year per wrecker company.

(Ord. No. 2020-19, § 2, 7-1-2020)

Sec. 46-119.1. Maximum Rates for Wrecker Service.

All towing fees associated with this Chapter are set out in the Chapter 18 fee schedule. The fees cover "Simple Incident Management (non-consent) Tows". Fees for additional equipment or services needed to complete the tows shall be set by the Wrecker Company and may also include costs for cleaning up major collisions or hazardous materials. These fees are regulated by the Texas Department of Licensing and Regulation (TDLR).

Sec. 46-120. Suspension and revocation of certificate of registration for non-consent tows.

The chief of police may suspend or revoke a certificate of registration issued under these sections or under the towing ordinance if the wrecker company or any of its wreckers fall out of compliance with state law or the requirements set out in these sections and the towing ordinance, or for any other lawful reason.

(Ord. No. 2020-19, § 2, 7-1-2020)

Sec. 46-121. Rotation list established for non-consent tows.

The chief of police shall establish and maintain a rotation list, from which list wreckers shall be picked to answer calls for non-consent tows. The maximum number of Wrecker Companies on the rotation list shall be (8) eight. Each wrecker company who applies and meets the requirements herein shall be entitled to one place on said list. The names of the wrecker companies on the list shall be listed in numerical order, beginning with the date the application is approved. Each Wrecker Company may only have one place on the Rotation list.

(Ord. No. 2020-19, § 2, 7-1-2020)

Sec. 46-122. Rotation list qualifications.

- (a) A wrecker company may participate on the rotation list if the wrecker company meets the following requirements:
 - (1) It has registered and received a certificate of registration and inspection sticker for each tow truck it owns and will use while on the rotation list under these sections.
 - (2) It has access to a TDLR approved vehicle storage facility or extraterritorial jurisdictional limits of the city where all motor vehicles it tows on behalf of the city shall be stored at all times and which:
 - a. Is enclosed by a permanent six-foot solid wood or steel chain-link fence ; and
 - b. Has a gate which is locked when there is no attendant on duty or after normal business hours.
 - (3) It maintains at least one wrecker.
 - (4) It maintains 24-hour wrecker service and a local telephone number which is answered 24 hours a day.
 - (5) Monday through Friday 8am- 5pm, Light Wreckers must be able to respond to any location in the city within 20 minutes of being notified by telephone and all other hours must respond within 30 minutes. Heavy wreckers must be able to respond within 45 minutes after notification 24/7. During inclement weather (rain, sleet, freezing rain, snow, high winds, hurricane, etc...), an additional 10 minutes response time is allowed.
 - (6) It has someone available 24 hours a day to release any vehicle impounded within one hour of a request by the owner or the police department.
 - (7) It or the owner of the leased storage facility holds a license issued by the Texas Department of Transportation, pursuant to the Vehicle Storage Facility Act, Texas Occupations Code Ch. 2303.
 - (8) It submits an application for placement on the rotation list.
- (b) A wrecker company shall submit a verified application for placement on the rotation list, on a form provided by the chief of police, containing or accompanied by the following:
 - (1) A copy of a vehicle storage facility license issued by the Texas Department of Transportation for a storage facility within the city or extraterritorial jurisdictional limits of the city where all motor vehicles it tows on behalf of the city shall be stored at all times.
 - (2) A list of all drivers and copies of the drivers' driving records obtained from the Texas Department of Public Safety, and tow truck operator's license, said list shall be updated as new drivers are added or when a driver's license is suspended or revoked.
 - (3) Proof of compliance with all of the insurance requirements of the 16 TAC Part 4 Chapter 86 and those set by the City of Harlingen Risk Management.

- (4) A certificate from the appropriate tax assessor-collector agency that certifies that all city taxes on all properties, real and personal, to be used in connection with the applicant's wrecker business are current. The certificate shall list the name of the wrecker business, its subsidiaries or assumed names.
- (c) Maximum fees, as found in the city fee schedule in chapter 18, may be charged by wrecker companies under this section for the use of wreckers on the rotation list.
- (d) A wrecker company will automatically be removed from the rotation list on the expiration date of its certificate of registration, as provided in this division, and may be placed back on the list only upon compliance with the provisions of this section and any other applicable laws, ordinances, or regulations which shall be in effect at the time of the renewal request application.
- (e) Each wrecker company having a place on the rotation list shall be responsible for updating the information provided in the application by submitting supplemental information on forms provided by the chief of police. Failure to provide updated information, such as, but not limited to, replacement or additions of tow trucks, drivers' license suspensions or revocations, change in insurance company, change in storage facility, or expiration of storage facility license, shall be grounds for suspension or removal from the rotation list.

(Ord. No. 2020-19, § 2, 7-1-2020)

Sec. 46-123. Storage fees and charges.

All storage fees and charges assessed against a vehicle owner must be in compliance with the laws and regulations of the state, such as those set out in Texas Occupations Code ch. 2303 and in TDLR 16, rule 85.722 and not in excess of those fees and amounts as they currently exist and are subsequently changed by amendment to state law or regulation.

(Ord. No. 2020-19, § 2, 7-1-2020)

Sec. 46-124. Suspension and removal from the non-consent rotation list.

The chief of police may suspend or revoke a certificate of registration issued under this section or the towing ordinance if the wrecker company or any of its wreckers fall out of compliance with state law or the requirements set out in this section and/or in the towing ordinance, or for any other lawful reason.

(Ord. No. 2020-19, § 2, 7-1-2020)

Sec. 46-125. Inspection sticker.

- (a) In order to receive an inspection sticker, each Light-Duty wrecker shall meet the following minimum requirements:
 - (1) Shall have a capacity of not less than one ton.
 - (2) Shall display in a permanent manner the name and 24-hour phone number of the holder of the certificate of registration on both sides of each wrecker.
 - (3) Shall display in a permanent manner the names of the wrecker companies listed on the certificate of registration as affiliates.
 - (4) Shall be in a condition such that it can be safely and reliably used as a wrecker.
 - (5) Shall include the manufacturer's certificate and be equipped with a power-operated winch, winch line and boom, with a rated or tested lifting capacity of not less than 8,000 pounds single line capacity.
 - (6) Shall carry and/or be equipped with the following standard equipment at all times:

- a. Slings and/or tow bars along with "J" hooks and chains.
 - b. Safety chain.
 - c. Ten pound fire extinguisher (or the equivalent).
 - d. Shovel.
 - e. Wrecker bar.
 - f. Broom.
 - g. Dolly (except for slide bed tow trucks).
 - h. Ropes or other device for securing steering wheel.
 - i. Overhead visibar or beacon type light visible from the front and rear.
 - j. Tow lights.
- (7) Any other information the chief of police may determine is necessary for the safe operation of a tow truck under these sections.

(b) A Heavy-Duty wrecker shall meet the following requirements:

- (1) A manufacturer's gross vehicle weight rating of not less than twenty-six thousand (26,000) pounds.
- (2) Be equipped with a power operated winch, winch line, and boom with a factory-rated lifting capacity of not less than thirty-five thousand (35,000) pounds, single- or double-line capacity.
- (3) Each wrecker and the equipment thereon shall be in good mechanical condition and shall comply with all applicable city ordinances and state laws.
- (4) Each wrecker at all times shall carry the following as standard equipment in good working order, except as otherwise noted:
 - (A) A tow sling or hydraulic lift which is sufficient to prevent the swinging of any equipment being transported.
 - (B) Steel safety chains for must be certified grade 70 or above.
 - (C) One (1) ten-pound BC (or two (2) five-pound BC) fire extinguisher that is properly filled and located so that it is readily accessible for use.
 - (D) Additional equipment required include one (1) crowbar, broom, flat edge shovel, three (3) portable red emergency reflectors, box or bucket for debris, rope or wire, spotlight or flashlight, one (1) set of operating tow lights, and two (2) wheel chocks.
 - (F) Auto wrecker operator and employee shall wear appropriate safety gear and ANSI/ISEA approved high visibility safety vest. All operators and employees shall maintain a neat appearance while on duty.

(c) An inspection sticker shall be denied if the safety requirements provided for in these sections are not met.

(Ord. No. 2020-19, § 2, 7-1-2020)

Sec. 46-126. Inspection sticker; issuance and expiration.

- (a) The chief of police or authorized designee shall issue an inspection sticker for a tow truck if in compliance with the requirements under this division. An inspection fee as established in the city fee schedule in chapter 18 is

required and shall be charged for each tow truck inspected. The inspection fee is nonrefundable and shall be paid whether or not the tow truck passes inspection. An applicant requesting re-inspection must pay the required non-refundable fee. The chief of police may deny the issuance of an inspection sticker on the same grounds as provided for in this division.

- (b) Each inspection sticker issued shall expire at 12:00 midnight on December 31 of the calendar year of issuance, and will be renewable only upon compliance with the provisions of these sections and any other applicable laws, ordinances, or regulations which shall be in effect at the time of the renewal application.
- (c) Each tow truck which has received an inspection sticker under these sections shall prominently display it on the front or back windshield.
- (d) Each wrecker company which has received an inspection sticker for a tow truck shall be responsible for keeping the tow truck in compliance with the safety requirements provided for in this division at all times. Failure to comply with the safety requirements provided for in this division shall be grounds for suspension or revocation of an inspection sticker.
- (e) Any wrecker that is out of compliance and has the inspection sticker revoked, must pass a re-inspection before being allowed to be used. The applicable re-inspection fees apply.

(Ord. No. 2020-19, § 2, 7-1-2020)

Sec. 46-127. Suspension and revocation of certification of registration.

The chief of police may suspend or revoke a certificate of registration issued under these sections or of the towing ordinance if the wrecker company or any of its wreckers fall out of compliance with state law or the requirements set out in these sections or of the towing ordinance, or for any other lawful reason.

(Ord. No. 2020-19, § 2, 7-1-2020)

Sec. 46-128. Inspection of wrecker equipment and storage facilities.

Any wrecker company, certificate holder, or applicant, by virtue of making an application with the city, agrees to allow, during normal business hours, the inspection of wreckers, wrecker equipment, and storage facilities for compliance under these sections. This authority shall be cumulative of any other authority held by the chief of police, other law enforcement officials, or other legally authorized public officials.

(Ord. No. 2020-19, § 2, 7-1-2020)

Sec. 46-129. Procedures for notifying wrecker services.

- (a) When the police officer investigating a collision determines that any vehicle involved in a collision is unable to safely proceed under its own power; or the driver of any vehicle involved in a collision is physically unable to safely move the vehicle to a location where it will not create a traffic hazard, such officer shall request the owner to designate a wrecker company which he desires to remove the vehicle.
 - (1) Such designation by the owner will be recorded by the police communications center.
 - (2) When the designation has been properly made, the police officer shall communicate the name of the designated wrecker company, auto repair shop, automobile dealer, or automobile club to the police communications center.
 - (3) The police communications center shall cause the designated wrecker company, auto repair shop, automobile dealer, or automobile club to be called and directed to send a wrecker capable of removing the vehicle.

- (4) If the designated wrecker company, auto repair shop, automobile dealer, or automobile club does not have available a wrecker of the type required to move the vehicle, the owner will be requested to make another designation.
- (b) If the owner of a vehicle is physically unable to designate the wrecker company, auto repair shop, automobile dealer, or automobile club he desires to remove the vehicle; fails or refuses to designate one; has no preference; or is not available, then the police officer shall communicate that fact to the police communications center, and advise a wrecker is required.
- (1) Such designation shall be recorded by the police communications center
- (2) The police communications center shall call the wrecker company next in line on the rotation list after the last wrecker company so called, and request the wrecker company to tow the vehicle from the scene.
- (3) On each succeeding communication or the inability or refusal of a wrecker company to send a wrecker, the next wrecker company on the rotation list shall be called. After the last wrecker company on said list has been called, the next such call shall go on the first wrecker company on said list.
- (c) If the wrecker company, after arrival at the scene, determines, in conjunction with the police officer in charge, that assistance is needed, the Wrecker Company may call another City approved Wrecker (from the Rotation List) for assistance. If the Wrecker Company refuses the tow, then the police officer shall communicate that fact to the police communications center, which shall proceed under subsection (a or b) of this section.
- (d) Failure of any wrecker company selected under subsection (a) or (b) of this section to deliver a wrecker to the scene within the specified time limits without justification acceptable to the police officer on the scene shall cause the wrecker company to forfeit that call. Only the wrecker company selected under subsection (a) or (b) will be allowed to proceed with the call. A wrecker company that responds in place of the selected wrecker company selected, regardless of ownership, will be refused the call.
- Additionally, the chief of police shall have the discretion to suspend or revoke a wrecker company from a place on the rotation list for failure to timely respond.
- (e) In any circumstance in which a vehicle or other object is so located on a public street as to constitute a hazard or obstacle, or to interfere with traffic, or in the event a stolen vehicle is found, or in any other circumstance in which a police officer in the course of his duty directs the removal of a vehicle from or to any location, any police officer may require its removal at the owners' expense, by any practicable means, including, but not limited to, use of a wrecker selected by the owner, or failing that, selected by the use of the rotation list.

(Ord. No. 2020-19, § 2, 7-1-2020)

Sec. 46-130. Unlawful for police to influence selection.

It shall be unlawful for a police officer to directly or indirectly recommend to any person the name of any wrecker company, auto repair shop, automobile dealer, or automobile club engaged in the wrecker business; nor shall any such police officer influence or attempt to influence in any manner the decision of any person in choosing or selecting a wrecker company, auto repair shop, automobile dealer, or automobile club.

(Ord. No. 2020-19, § 2, 7-1-2020)

Sec. 46-131. Parking of wrecker at the scene of a collision.

Whenever a wrecker arrives at the place where a motor vehicle has been disabled by an accident, the wrecker driver shall park his wrecker as close to the street curb as possible and otherwise dispose of it in such a manner as not to interfere with traffic. The wrecker driver shall not park the wrecker within a distance of 50 feet from a wrecked or disabled vehicle, unless permitted to do so by a police officer.

(Ord. No. 2020-19, § 2, 7-1-2020)

Sec. 46-132. Wrecker drivers to obey orders of police officer.

It shall be unlawful for the driver of any wrecker arriving at the place where any accident has occurred or an abandoned vehicle is located to disobey any lawful order given them by any police officer of the city investigating such accident or to interfere in any manner with such police officer in the performance of his duty.

(Ord. No. 2020-19, § 2, 7-1-2020)

Sec. 46-133. Duty to remove debris.

It shall be the duty of each wrecker that removes a wrecked, damaged, or disabled vehicle from the place where an accident has occurred to clear and remove from the street any and all debris, parts, or glass accumulated as a result of the accident from the street. Failure to pick up all the debris from an accident scene may result in the suspension or revocation of the wrecker company certificate of registration.

(Ord. No. 2020-19, § 2, 7-1-2020)

Sec. 46-134. Solicitation prohibited.

It shall be unlawful for any wrecker company or its employees to solicit in any manner, directly or indirectly, on the streets of the city, for wrecker business involving any vehicle which is wrecked or disabled on a public street. This prohibition applies regardless of whether the solicitation is for the purpose of soliciting the business of towing, removing, repairing, wrecking, storing, trading, selling, or purchasing such vehicle. Proof of the presence of any person engaged in the wrecker business or of the presence of any wrecker, whether or not certified or identified under the provisions of this division, except a wrecker called pursuant to the provisions of this division, at or near the scene or site of a collision on any public street in the city after the wreck occurs and prior to removal of all disabled or damaged vehicles shall be prima facie evidence of a solicitation in violation of this division.

(Ord. No. 2020-19, § 2, 7-1-2020)

Sec. 46-135. Administrative disposition of violations.

In lieu of or in addition to any criminal prosecution or civil remedy for the violation of any provision of these sections, the chief of police shall have, as to the holders of any certificate of registration or inspection sticker, or as to any applicant therefore, the duty and authority to enforce the provisions of this division by administrative action in accordance with the principles and procedures set forth hereinafter.

- (1) The proper and safe functioning of the wrecker business has critical impact on the health, safety, and welfare of the public and involves use of the public streets of the city often in circumstances necessitating prompt removal of dangerous obstructions to traffic on said streets. Accordingly, the privilege of any person to engage in the wrecker business in the city shall be subject to strict regulation in order to protect the public.
- (2) For purposes of invoking any administrative remedy against a certificate holder, the acts or omissions of any agent or employee of said holder shall be considered to be the acts or omissions of said holder.
- (3) Administrative remedies which the chief of police may employ to enforce the provisions of this division include, but are not limited to:
 - a. Suspension or revocation of any certificate of registration or inspection sticker; or
 - b. Suspension, revocation or removal of a wrecker company from the rotation list.
- (4) Grounds for suspension or revocation of a certificate of registration include:

- a. Any conduct in the wrecker business which endangers the life or safety of any person;
 - b. Repeated violations of the provisions of this division;
 - c. Violation of chapter 111 or fire prevention code after notice of said violation has been given to said wrecker business by the chief building official or the fire marshal, respectively, usually with a one week period to remedy the situation;
 - d. Failure to comply with city ordinance governing the towing of vehicles;
 - e. Failure to maintain in effect any insurance required by this division;
 - f. Committing fraud, theft or moral turpitude in the daily conduct of the wrecker business.
- (5) Grounds for suspension or revocation of an inspection sticker include responding to a non-consent tow call when said wrecker:
- a. Is in such condition that it cannot safely tow a vehicle;
 - b. Is not then covered by insurance as required in this subsection; or
 - c. Does not then meet all requirements for an inspection sticker.
- (6) Grounds for removal of a wrecker company from the rotation list include:
- a. Failure to meet at all times the requirements for a place on the list;
 - b. Failure to maintain at all times at least one wrecker in a condition that meets the requirements for an inspection sticker and for eligibility to be on the rotation list;
 - c. Responding to a non-consent tow call with a wrecker which does not then meet the requirements of the rotation list;
 - d. Driving a wrecker in response to a non-consent tow call in a manner which endangers the life or safety of any person;
 - e. Driving a wrecker to a location to perform wrecker services in response to a call made by the police communications center, when the wrecker company is not the next company on the rotation list.
 - f. Collecting or charging any fees or charges in excess of those set out in this division;
 - g. Violation of chapter 111 or fire protection ordinance as determined by the chief building official or the fire marshal, respectively;
 - h. Failing to respond within the required time when called by the police communications center; or
 - i. Declining to respond to a call from the police communications center to perform wrecker services.
- (7) Violations of (6)a.—i. by wrecker company shall be subject to removal from the list for a period of at least 30 days or at the discretion of the chief of police.

(Ord. No. 2020-19, § 2, 7-1-2020)

Sec. 46-136. Certificate of registration, inspection sticker and rotation list appeals.

- (a) Suspension or revocation of a certificate of registration may be ordered by the chief of police. The reasons for suspension or revocation of a certificate of registration shall be given in writing to the certificate holder whose certificate of registration is being suspended or revoked within days of such suspension or revocation. The mailing of such notice to the last known business address provided on the application of said certificate holder shall constitute sufficient notice. The notice shall provide an opportunity for a hearing before the chief of police on the suspension or revocation by filing a request for a hearing within five business days from the receipt of the notice. Pending a ruling by the chief of police, a certificate of registration that has been suspended or

revoked shall be considered suspended or revoked. If a written request for a hearing is not filed within the required time, the suspension or revocation shall be final.

- (b) Suspension or revocation of an inspection sticker may be ordered by the chief of police without notice. The reasons for suspension or revocation of an inspection sticker shall be given in writing to the wrecker company within five business days of such suspension or revocation. The email of such notice to the last known business email provided on the application of said wrecker company shall constitute sufficient notice. The notice shall provide an opportunity for a hearing before the chief of police on the suspension or revocation of the inspection sticker by filing a request for a hearing within five business days from the receipt of the notice. Pending a ruling by the chief of police, an inspection sticker that has been suspended or revoked shall be considered suspended or revoked. If a written request for a hearing is not filed within the required time, the suspension or revocation shall be final.
- (c) Suspension or removal from the rotation list may be ordered by the chief of police without notice. The reasons for suspension or removal from the list shall be given in writing to the wrecker company within five days of such suspension or removal. The faxing of such notice to the last known business fax number provided on the application of said wrecker company shall constitute sufficient notice. The notice shall provide an opportunity for a hearing before the chief of police on the suspension or removal by filing a request for a hearing within five days from the receipt of the notice. Pending a ruling by the chief of police, the wrecker company shall be considered suspended or removed from the list. If a written request for a hearing is not filed within the required time, the suspension or removal shall be final.
- (d) If, after a certificate of registration has been suspended or revoked, the condition for which it was suspended or revoked has been corrected, and proof of such correction is made to the chief of police, then a new certificate of registration may be issued upon proper application, fee payment, and proof of meeting all requirements therefore.
- (e) Appeals from a ruling by the chief of police shall be made in writing to the city manager within 20 days of such ruling. A hearing or personal appearance shall be at the discretion of the city manager. Written notice of the ruling of the city manager shall be given to the certificate holder within 30 days of the date of the appeal. Pending a ruling by the city manager, a certificate of registration, inspection sticker that has been suspended or revoked, or a wrecker company that has been suspended or removed from the rotation list shall be considered suspended, revoked or removed. If a written request to appeal is not filed within the required time, the suspension, revocation or removal shall be final.
- (f) If an inspection sticker is revoked, a new inspection sticker shall not be issued for that tow truck unless the defect has been remedied and applicable fees paid.

(Ord. No. 2020-19, § 2, 7-1-2020)

Sec. 46-137. General prohibitions.

- (a) It shall be unlawful for any person to drive, or cause to be driven, a wrecker to or near the scene of a collision on a street within the city unless such person has been called to the scene by the police department or by a party involved in the collision; provided, however, that the prohibition of this subsection shall be not applicable when such actions are necessary to prevent death or bodily injury to any person involved in a collision.
- (b) It shall be unlawful for any person to engage in non-consent tows in the city unless such person possesses a current, valid certificate of registration. The police department shall be authorized to summon wreckers without certificate of registration in emergency situations.
- (c) It shall be unlawful for any person to operate a tow truck in the city unless it is equipped as required by state law and this division, if the wrecker company is participating in the rotation list, as described herein. A tow truck and its required equipment shall be in safe operating condition at all times when the tow truck is operating on the public roadway.

(Ord. No. 2020-19, § 2, 7-1-2020)

Sec. 46-138. Removal of motor vehicles from private property.

The driver of a tow truck who removes a vehicle from private property under this division shall notify the police department within 30 minutes of such removal. The information to be provided in such notification shall include:

- (1) The date, time and location of the removal;
- (2) The physical description and license or registration number of the vehicle;
- (3) The name of the certificate holder which performed the removal; and
- (4) The storage location of the vehicle.

(Ord. No. 2020-19, § 2, 7-1-2020)

Sec. 46-139. Repossession of vehicles.

The driver of a tow truck who removes a vehicle for the purpose of repossessing the vehicle shall be required to do the following:

- (1) Contact the police department prior to making such repossession; and
- (2) Present a written notice from the lienholder requesting such repossession, which shall include the following information:
 - a. Name of owner of said vehicle;
 - b. Date, time, and location of the removal;
 - c. The physical description and license or registration number of the vehicle;
 - d. The name of the certificate holder and the driver which is to perform the removal; and
 - e. The storage location of the vehicle.

(Ord. No. 2020-19, § 2, 7-1-2020)

2.) That the City of Harlingen Code of Ordinances at Chapter 18 Towing Fee Schedule (46-119.1 through 46-126 is also amended as follows:

Secs. 46—140—46-161. Reserved.

Chapter 46	Traffic and Vehicles	
46-119.1	Light Duty Towing Rates	Fee
	Light Duty Tow	\$300
	All other services and equipment as set by TDLR	
	Heavy Duty Towing Rates	

	Heavy Duty Tow	\$750
	Wait Time (15 minute increments)	\$187.50
	All other services and equipment as set by TDLR	
46-123	Storage Fees	
	As set by TDLR	
46-118	Wrecker Licensing Fees	
	Certificate of Registration for Non-Consent Tows	\$300
46-126	Wrecker inspection (or re-inspection)	\$30
	Driver permit	\$15
	Replacement ID	\$5

PASSED, APPROVED AND ADOPTED by the Harlingen City Commission on the Second Reading this, the _____ day of October, 2024.

ATTEST

CITY OF HARLINGEN

Amanda Elizondo, City Secretary

Norma Sepulveda, Mayor

10(K)

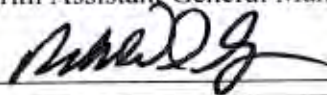
**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 2, 2024**

Agenda Item:

Consideration of possible action to authorize the filing of an application for financial assistance with the Texas Water Development Board for funding the construction of priority wastewater capital improvement projects.

Prepared By (Print Name): Ronald De La Garza, M.B.A.
Title: Interim Assistant General Manager

Signature: 

Brief Summary:

In 2022, Harlingen Waterworks System completed a comprehensive master plan for water and wastewater capital improvement projects and submitted a preliminary application requesting funds for such projects through the Texas Water Development Board's (TWDB) Clean Water SRF program. HWWS has been invited to submit a formal financial application for funding a set of high priority wastewater projects. Because the funding would consist of a low-interest loan and possibly up to 30% loan forgiveness, and because HWWS is not able to support the debt service associated with loan financing the costs of all the qualifying projects, HWWS proposes to submit the application with the total amount requested being contingent on the amount of loan forgiveness ultimately made available by TWDB. The loan amount is estimated at \$11,085,000 dollars.

Funding (if applicable):

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

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

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

Staff Recommendation:

Staff recommends approving the resolution authorizing the issuance of the bonds.

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

Comments:

City Attorney's approval: 

☒ Yes ☐ No ☐ N/A

Application Filing and Authorized Representative Resolution

A RESOLUTION by the Elective Commission of the
City of Harlingen requesting financial assistance from the Texas Water
Development Board; authorizing the filing of an application for assistance; and making certain findings in
connection therewith.

BE IT RESOLVED BY THE Elective Commission OF
THE City of Harlingen :

SECTION 1: That an application is hereby approved and authorized to be filed with the Texas Water
Development Board seeking financial assistance in an amount not to exceed \$ 11,085,000.00 to provide
for the costs of WWTP #2 Improvements.

SECTION 2: That David R. Sanchez be and is hereby
designated the authorized representative of the Harlingen Waterworks System for purposes
of furnishing such information and executing such documents as may be required in connection with the preparation
and filing of such application for financial assistance and the rules of the Texas Water Development Board.

SECTION 3: That the following firms and individuals are hereby authorized and directed to aid and assist
in the preparation and submission of such application and appear on behalf of and represent the
Harlingen Waterworks System before any hearing held by the Texas Water
Development Board on such application, to wit:

Financial Advisor: Anne Burger Entrekin
Hilltop Securities, Inc.

Engineer: Javier Garcia
Garcia Infrastructure Consultants

Bond Counsel: William Avila
Bracewell LLP

PASSED AND APPROVED, this the _____ day of _____, 20____

ATTEST: _____

By: _____

(Seal)

RESOLUTION NO. R2324-78

**AUTHORIZING THE FILING OF AN APPLICATION AND DESIGNATING AN
AUTHORIZED REPRESENTATIVE FOR FINANCIAL ASSISTANCE THROUGH THE
TEXAS WATER DEVELOPMENT BOARD**

WHEREAS, Harlingen Waterworks System completed a comprehensive master plan in 2022 for its water and wastewater conveyance systems to address infrastructure capacity deficiencies anticipated to occur over a 20-year planning period; and

WHEREAS, Waterworks staff submitted a preliminary request for financial assistance to the Texas Water Development Board (TWDB) under the Clean Water SRF program for funding of the priority project tabulated below; and

Project	*Estimated Cost (\$)
Wastewater Treatment Plant #2 Improvements <i>Previously Named: WWTP Influent Lift Station, Headworks, and Equalization Basin</i>	11,085,000

** Estimated costs in 2023 dollars*

WHEREAS, TWDB requires a resolution of the Utility Board of Trustees and the Harlingen City Commission via resolution template TWD-0201A authorizing the filing of an application for financial assistance including a not-to-exceed amount and designation of an authorized representative; and

BE IT RESOLVED, that the Harlingen Waterworks System Utility Board of Trustees does hereby approve the accompanying resolution set forth on form TWDB-0201A authorizing the filing of an application, subject to the limitation that the loan-only fraction of financial assistance not exceed \$11,085,000; designating David R. Sanchez or the General Manager as the authorized representative; and authorizing and directing certain engineering, financial advisor, and bond counsel firms and their representatives to assist in preparation of the application and represent the Waterworks before any hearing held by TWDB, as necessary.

Board Member _____ moved, seconded by Board Member _____, that the above Resolution be adopted.

Motion carried _____ Yeas, _____ Nays

I hereby certify the foregoing Resolution was adopted by the Utility Board of Trustees for the Harlingen Waterworks System at a Board meeting held on the 25th day of September 2024 .

Nilda Sanchez – Board Secretary

10(L)

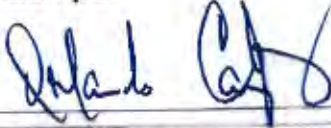
**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **Wednesday, October 2, 2024**

Agenda Item:

Consider and take action to approve the Development Corporation of Harlingen's final amendments to fiscal year 2023-2024 budget.

Prepared By: Orlando Campos
Title: CEO

Signature: 

Brief Summary:

On September 5, the Board of the Development Corporation of Harlingen approved final amendments to the FY 2024 Budget found in the attached. The amended budget reports revenues of \$8,422,566 and total expenditures of \$8,241,481.

Funding (if applicable):

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

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

Finance Director's approval:

☐ Yes ☐ No ☐ N/A

Staff Recommendation:

Staff recommends approval of the amended budget for the Development Corporation of Harlingen for Fiscal Year 2024.

City Manager's approval:



☒ Yes ☐ No ☐ N/A

Comments:

City Attorney's approval:



☒ Yes ☐ No ☐ N/A

RESOLUTION NO. R2024-_____

STATE OF TEXAS

COUNTY OF CAMERON

WHEREAS, the Development Corporation of Harlingen, Inc. has submitted its final proposed budget amendments for fiscal year October 1, 2023 through September 30, 2024; and

WHEREAS, the Elective Commission of the City of Harlingen, Texas has reviewed the budget amendments submitted by the Development Corporation of Harlingen, Inc. for its 2023-24 fiscal year; and

WHEREAS, the budget amendments for the Development Corporation of Harlingen, Inc. as submitted shows total projected revenues of **Eight-Million Four-Hundred-Twenty-Two-Thousand Five-Hundred-Sixty-Six** (8,422,566) and total authorized expenditures of **Eight-Million Two-Hundred-Forty-One-Thousand Four-Hundred-Eighty-One dollars** (8,241,481) as shown on the attached Exhibit "A", now therefore,

BE IT RESOLVED BY THE CITY OF HARLINGEN:

That the budget amendments of the Development Corporation of Harlingen, Inc., as recited hereinabove for the fiscal year commencing October 1, 2023 and ending September 30, 2024, showing total projected revenues of **Eight-Million Four-Hundred-Twenty-Two-Thousand Five-Hundred-Sixty-Six** (8,422,566), and total authorized expenditures of **Eight-Million Two-Hundred-Forty-One-Thousand Four-Hundred-Eighty-One dollars** (8,241,481) is hereby adopted and approved.

CONSIDERED AND ADOPTED THIS 3rd day of October 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

Harlingen Economic Development Corporation
FY 23-24 Budget Amendment

Account No.

Revenues

Taxes

Sales Tax
EDC/BPS Sales Tax (.00375 of BPS Sales)
380 Proj. Reimb/BPS Developer - Add'l Retail Fac-EDC

191-0000-302-02-00
191-0000-302-80-00
191-0000-302-85-01

Taxes

Charges for Services

BPS Rent
EDC Rental Property at HIP
Grimes Parking Lot Lease

191-0000-331-80-00
191-0000-331-81-01
191-0000-331-90-00

Charges for Services

Intergovernmental

380 Proj. Reimb/BPS Developer-Add'l Retail Fac-City
Roosevelt EDA Grant

191-0000-359-01-01
191-0000-359-01-02

Intergovernmental

Interest

TexPool
NOW

191-0000-361-06-00
191-0000-361-11-00

Interest

Miscellaneous

Miscellaneous
Marketing VIA

191-0000-389-99-00
191-0000-389-99-03

Miscellaneous

Other Financing Sources

Transfer from General Fund
Transfer from TIRZ #3
Sale of Assets

191-0000-391-01-00
191-0000-391-81-00
191-0000-392-01-00

Other Financing Sources

TOTAL REVENUES

FY 23-24 Approved BUDGET	Amended Budget	Variance (over/under budget)
\$ 6,192,060	\$ 6,247,236	\$ 55,176
\$ 72,865	\$ 75,955	\$ 3,090
\$ 129,215	\$ 121,474	\$ (7,741)
\$ 6,394,139	\$ 6,444,665	\$ 50,525
\$ 772,021	\$ 677,026	\$ (94,995)
\$ 30,000	\$ 13,500	\$ (16,500)
\$ 26,180	\$ 31,488	\$ 5,309
\$ 828,201	\$ 722,015	\$ (106,186)
\$ 133,189	\$ 129,452	\$ (3,737)
\$ 823,800	\$ -	\$ (823,800)
\$ 956,989	\$ 129,452	\$ (827,537)
\$ 454,490	\$ 793,089	\$ 338,599
\$ 2,055	\$ 14,680	\$ 12,626
\$ 456,544	\$ 807,769	\$ 351,225
\$ -	\$ 1,609	\$ 1,609
\$ -	\$ 100,000	\$ 100,000
\$ -	\$ 101,609	\$ 101,609
\$ 196,166	\$ 200,640	\$ 4,474
\$ 16,416	\$ 16,416	\$ -
\$ 300,000	\$ -	\$ (300,000)
\$ 512,582	\$ 217,056	\$ (295,526)
\$ 9,148,456	\$ 8,422,566	\$ (725,890)

Harlingen Economic Development Corporation
FY 23-24 Budget Amendment

Expenditures

Administration

Personnel Services - Payroll

Salaries - Full time

191-8501-441-10-01

\$ 480,196 \$ 475,707 \$ (4,489)

Overtime

191-8501-441-10-03

\$ - \$ - \$ -

Car Allowance

191-8501-141-10-08

\$ 25,800 \$ 25,800 \$ -

Moving Expenses

191-8501-141-10-12

\$ - \$ - \$ -

Personnel Services - Payroll

Personnel Services - Benefits

City FICA

191-8501-441-11-01

\$ 31,372 \$ 30,629 \$ (743)

City Medicare

191-8501-441-11-02

\$ 7,337 \$ 7,166 \$ (171)

City Retirement/TMRS

191-8501-441-11-11

\$ 44,730 \$ 43,697 \$ (1,033)

City Health Insurance

191-8501-441-11-21

\$ 48,868 \$ 48,272 \$ (596)

City Life Insurance

191-8501-441-11-22

\$ 234 \$ 222 \$ (12)

Worker's Compensation

191-8501-441-11-31

\$ 961 \$ 904 \$ (58)

Personnel Services - Benefits

Services & Charges - General

Communications

191-8501-441-30-02

\$ 23,000 \$ 20,457 \$ (2,543)

Website Development/Maintenance

191-8501-441-30-11

\$ 10,000 \$ 4,000 \$ (6,000)

Bank Fees

191-8501-441-30-12

\$ 500 \$ - \$ (500)

Equipment Rental/Lease

191-8501-441-30-21

\$ 3,000 \$ 3,223 \$ 223

Office Rental

191-8501-441-30-23

\$ 32,112 \$ 21,409 \$ (10,703)

Professional Development - Dues, Memberships, Subscri

191-8501-441-30-30

\$ 45,000 \$ 39,191 \$ (5,809)

Insurance

191-8501-441-30-40

\$ 21,678 \$ 24,629 \$ 2,951

Contract Labor

191-8501-441-30-60

\$ 15,000 \$ 4,439 \$ (10,561)

Services & Charges - General

\$ 150,290 \$ 117,347 \$ (32,943)

Harlingen Economic Development Corporation
FY 23-24 Budget Amendment

		Y 23-24 Approved BUDGET	Amended Budget	Variance (over/under budget)
Services & Charges Maintenance				
Maintenance - Other	191-8501-441-31-50	\$ 6,000	\$ 6,750	\$ 750
Services & Charges Maintenance		\$ 6,000	\$ 6,750	\$ 750
Services & Charges - Miscellaneous				
Marketing - Miscellaneous	191-8501-441-39-99	\$ 10,000	\$ 4,835	\$ (5,165)
Services & Charges - Miscellaneous		\$ 10,000	\$ 4,835	\$ (5,165)
Administration - Billboards				
Advertising / Billboards	191-8501-441-60-15	\$ 50,000	\$ 35,617	\$ (14,383)
Administration - Billboards		\$ 50,000	\$ 35,617	\$ (14,383)
Administration - Operations				
Consultants - Austin	191-8501-441-61-01	\$ 240,000	\$ 165,429	\$ (74,571)
Economic Development Studies	191-8501-441-61-03	\$ 250,000	\$ 269,190	\$ 19,190
City Reimbursement	191-8501-441-61-05	\$ 58,000	\$ 58,000	\$ (0)
Office	191-8501-441-61-07	\$ 12,000	\$ 10,672	\$ (1,328)
Professional	191-8501-441-61-08	\$ 144,000	\$ 106,459	\$ (37,541)
Audit Fees	191-8501-441-61-09	\$ 10,000	\$ 10,000	\$ -
Registration Fees - Travel & Training	191-8501-441-61-10	\$ 35,000	\$ 37,672	\$ 2,672
Miscellaneous/Unallocated	191-8501-441-61-12	\$ 2,000	\$ -	\$ (2,000)
Hosting/Groundbreaking Events	191-8501-441-61-18	\$ 45,000	\$ 41,391	\$ (3,609)
Administration - Operations		\$ 796,000	\$ 698,811	\$ (97,189)
Total Administration		\$ 1,651,789	\$ 1,495,757	\$ (156,032)

Harlingen Economic Development Corporation
FY 23-24 Budget Amendment

Marketing

Services & Charges - Miscellaneous
Marketing - Miscellaneous (fees)

191-8502-441-39-99

Services & Charges - Miscellaneous

Marketing

Direct Mail

191-8502-441-62-07

Travel

191-8502-441-62-10

Advertising

191-8502-441-62-18

Marketing

Business Incentives Other

Direct Business Incentives

Project FM (Frankie Flavz)

191-8505-441.63-92

Project Happy Days (Johnny Rockets)

191-8505-441.63-93

TaskUs Job Creation grant

191-8505-441.63-95

Project Double Stack (IHOP)

191-8505-441.63-96

Project LC3 (Little Caesar's)

191-8505-441.63-97

Project SBI (Revitalize Harlingen)

191-8505-441.63-07

Project SBI (Equip Harlingen)

191-8505-441.64-11

Project Tyler

191-8505-441.63-06

Project Strauss (GBD International)

191-8505-441.63-08

Project Plumber

191-8505-441.63-10

Project Alphabet

191-8505-441.63-11

Project Spec Building 3

191-8505-441.63-12

Project PEA

191-8505-441.63-13

Project Breeze

191-8505-441.64-01

Project Shomp

191-8505-441.64-02

Project Rootbeer

191-8505-441.64-04

Project Surfboard

191-8505-441.64-05

Project Blacktop

191-8505-441.64-07

New/Existing Business Projects

United Launch Alliance

191-8505-441-63-76

Direct Business Incentives

FY 23-24 Approved BUDGET	Amended Budget	Variance (over/under budget)
\$ 20,000	\$ 15,282	\$ (4,718)
\$ 20,000	\$ 15,282	\$ (4,718)
\$ 500	\$ 163	\$ (337)
\$ 90,000	\$ 68,982	\$ (21,018)
\$ 306,804	\$ 139,425	\$ (167,379)
\$ 397,304	\$ 208,570	\$ (188,734)
\$ 2,500	\$	\$ (2,500)
\$ 1,000	\$	\$ (1,000)
\$ 100,000	\$ 100,000	\$
\$ 7,500	\$	\$ (7,500)
\$ 4,000	\$	\$ (4,000)
\$ 200,000	\$ 55,701	\$ (144,299)
\$ 50,000	\$ 1,845	\$ (48,155)
\$ 100,000	\$	\$ (100,000)
\$ 30,000	\$	\$ (30,000)
\$ 750,000	\$ 750,000	\$
\$ 50,000	\$	\$ (50,000)
\$ 40,000	\$	\$ (40,000)
\$ 300,000	\$	\$ (300,000)
\$ 150,000	\$ 135,000	\$ (15,000)
\$ 50,000	\$ 7,000	\$ (43,000)
\$ 4,000	\$	\$ (4,000)
\$ 4,000	\$	\$ (4,000)
\$ 200,000	\$ 283,925	\$ 83,925
\$ 2,043,000	\$ 1,333,471	\$ (709,529)
\$ 300,000	\$ 300,000	\$
\$ 2,343,000	\$ 1,633,471	\$ (709,529)

Harlingen Economic Development Corporation
FY 23-24 Budget Amendment

Development Corp. Other

Other

TSTC Goal Line/VIDA
1-69 Alliance
UTRGV - Entrepreneurship Training
WFS Cameron
Job Training Initiatives
Harlingen Industrial Park Improvements
Grand Entrance at Roosevelt
The Park at Roosevelt EDA
The Park at Roosevelt Improvements (not EDA)
Project Organic

191-8515-441-68-13
191-8515-441-68-23
191-8515-441-68-29
191-8515-441-68-31
191-8515-441-68-39
191-8515-441-68-51
191-8515-441-68-52
191-8515-441-68-50
191-8515-441-68-53
191-8515-441-68-54

Other

Services & Charges Misc.
Miscellaneous - Property Taxes
Services & Charges Misc.

191-8515-442-39-99

Debt Services

Other Financing Uses

Debt Service - Principal
Interest
Paying Agent Fees
Project EDC
Bass Pro Dev. 83/77
Other Financing Uses

191-9901-951-90-01
191-9901-951-90-02
191-9901-951-90-05
moved to 90-01
191-9901-951-90-20

TOTAL EXPENDITURES

EXCESS REVENUES OVER EXPENDITURES

FY 23-24 Approved BUDGET	Amended Budget	Variance (over/under budget)
\$ 150,000	\$ 150,000	\$
\$ 9,500	\$ 9,288	\$ (212)
\$ 87,000	\$ 90,917	\$ 3,917
\$ 25,000	\$ 10,000	\$ (15,000)
\$ 25,000	\$ 1,200	\$
\$ 600,000	\$ 338,966	\$ (261,034)
\$ 1,800,000	\$ 19,805	\$ (1,780,195)
\$ 1,029,750	\$	\$ (1,029,750)
\$ 50,000	\$ 162,081	\$ 112,081
\$ 600,000	\$	\$ (600,000)
\$ 4,376,250	\$ 782,256	\$ (3,593,994)
\$ 356,859	\$ 302,760	\$ (54,099)
\$ 356,859	\$ 302,760	\$ (54,099)
\$ 1,580,000	\$ 2,997,981	\$ 1,417,981
\$ 682,930	\$ 682,930	\$ (0)
\$ 1,000	\$ 1,000	\$
\$ 2,080,113	\$	\$ (2,080,113)
\$ 129,215	\$ 121,474	\$ (7,741)
\$ 4,473,257	\$ 3,803,384	\$ (669,873)
\$ 13,618,459	\$ 8,241,481	\$ (5,376,978)
\$ (4,470,002.35)	\$ 181,085	\$ 4,651,088

Cash Flow Analysis (Estimated)

Beginning Cash Balance	\$ 12,813,300	\$ 12,813,300
+ Revenues	\$ 9,148,456	\$ 8,422,566
- Expenditures	\$ 13,618,459	\$ 8,241,481
+/- Adjustments	\$	\$
Ending Cash Balance	\$ 8,343,298	\$ 12,994,385
Reserve Account	\$ 2,000,000	\$ 2,000,000
Other Funds (Land)	\$ 1,832,094	\$ 1,832,094
Total All Funds	\$ 12,175,392	\$ 16,826,479

10(m)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **Wednesday, October 2, 2024**

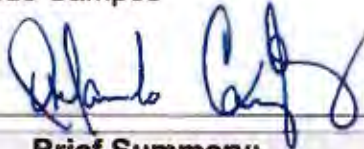
Agenda Item:

Consider and take action to approve Resolution accepting Development Corporation of Harlingen's Proposed Fiscal Year 2025 budget.

Prepared By: Orlando Campos

Title: CEO

Signature:



Brief Summary:

The FY 2025 proposed budget for the Development Corporation of Harlingen, as submitted, includes projected revenue of **Ten Million, Four-Hundred Twelve Thousand, Four Hundred Ninety-eight** (\$10,412,498), and total authorized expenditures of **Thirteen Million, Forty Thousand, Eight Hundred Fifty-Six** (\$13,040,856). The Board of Directors of the Development Corporation of Harlingen approved the proposed budget at a Special Meeting on September 5, 2024.

Funding (if applicable):

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

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

Finance Director's approval:

☐ Yes ☐ No ☐ N/A

Staff Recommendation:

Staff recommends acceptance of the Adopted Budget for the Development Corporation of Harlingen for Fiscal Year 2025.

City Manager's approval:



☒ Yes ☐ No ☐ N/A

Comments:

City Attorney's approval:



☒ Yes ☐ No ☐ N/A

RESOLUTION NO. R###-

STATE OF TEXAS

COUNTY OF CAMERON

WHEREAS, the Development Corporation of Harlingen, Inc. 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 Development Corporation of Harlingen, Inc. for its 2024-25 fiscal year; and

WHEREAS, the budget for the Development Corporation of Harlingen, Inc. as submitted shows total projected revenues of **Ten Million, Four Hundred Twelve Thousand, Four Hundred Ninety-Eight** (\$10,412,498), and total authorized expenditures of **Thirteen Million, Forty Thousand, Eight Hundred Fifty-Six** (\$13,040,856) as shown on the attached Exhibit "A", now, therefore,

BE IT RESOLVED BY THE CITY OF HARLINGEN:

That the budget of the Development Corporation of Harlingen, Inc., as recited hereinabove for the fiscal year commencing October 1, 2024 and ending September 30, 2025, showing total projected revenues of **Ten Million, Four Hundred Twelve Thousand, Four Hundred Ninety-Eight** (\$10,412,498), and total authorized expenditures of **Thirteen Million, Forty Thousand, Eight Hundred Fifty-Six** (\$13,040,856) is hereby adopted and approved.

CONSIDERED AND ADOPTED THIS 3rd day of October 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

Harlingen Economic Development Corporation
FY 24-25 Proposed Budget

Account No.

Revenues

Taxes

Sales Tax 191-0000-302-02-00
EDC/BPS Sales Tax (.00375 of BPS Sales) 191-0000-302-80-00
380 Proj. Reimb/BPS Developer - Add'l Retail Fac -EDC 191-0000-302-85-01

Taxes

Charges for Services

BPS Rent 191-0000-331-80-00
EDC Rental Property at HIP 191-0000-331-81-01
EchoStar/Parking Lot 191-0000-331-90-00

Charges for Services

Intergovernmental

380 Proj.Reimb/BPS Developer-Add'l Retail Fac-City 191-0000-359-01-01
Roosevelt EDA Grant 191-0000-359-01-02

Intergovernmental

Interest

Federal Gov't & Agencies 191-0000-361-02-00
TexPool 191-0000-361-06-00
NOW 191-0000-361-11-00

Interest

Miscellaneous

Miscellaneous 191-0000-389-99-00
Marketing VIA 191-0000-389-99-03

Miscellaneous

Other Financing Sources

Transfer from General Fund 191-0000-391-01-00
Transfer from TIRZ #3 191-0000-391-81-00
Sale of Assets 191-0000-392-01-00

Other Financing Sources

TOTAL REVENUES

FY 23-24 Approved BUDGET	FY 23-24 Amended BUDGET	FY 24-25 Proposed BUDGET
\$ 6,192,060	\$ 6,247,236	\$ 6,434,653
\$ 72,865	\$ 75,855	\$ 75,955
\$ 129,215	\$ 121,474	\$ 125,118
\$ 6,394,139	\$ 6,444,665	\$ 6,635,726
\$ 772,021	\$ 677,026	\$ 676,037
\$ 30,000	\$ 13,500	\$ 26,000
\$ 26,180	\$ 31,489	\$ 28,572
\$ 828,201	\$ 722,015	\$ 732,609
\$ 133,189	\$ 129,452	\$ 133,336
\$ 823,800	\$ -	\$ 1,647,600
\$ 956,989	\$ 129,452	\$ 1,780,936
\$ -	\$ -	\$ -
\$ 454,490	\$ 793,089	\$ 634,471
\$ 2,055	\$ 14,680	\$ 12,756
\$ 456,544	\$ 807,769	\$ 648,227
\$ -	\$ 1,609	\$ 15,000
\$ -	\$ 100,000	\$ 100,000
\$ -	\$ 101,609	\$ 115,000
\$ 196,166	\$ 200,640	\$ 200,000
\$ 16,416	\$ 16,416	\$ -
\$ 300,000	\$ -	\$ 300,000
\$ 512,582	\$ 217,056	\$ 500,000
\$ 9,148,456	\$ 8,422,566	\$ 10,412,498

Harlingen Economic Development Corporation
FY 24-25 Proposed Budget

Expenditures

Administration

Personnel Services - Payroll

Salaries - Full time

Car Allowance

Personnel Services - Payroll

Personnel Services - Benefits

City FICA

City Medicare

City Retirement/TMRS

City Health Insurance

City Life Insurance

Worker's Compensation

Personnel Services - Benefits

Supplies - General

Services & Charges - General

Communications

Website Development/Maintenance

Bank Fees

Equipment Rental/Lease

Office Rental

Professional Development - Dues, Memberships, Subscription

Insurance

Contract Labor

Services & Charges - General

191-8501-441-10-01

191-8501-141-10-08

191-8501-441-11-01

191-8501-441-11-02

191-8501-441-11-11

191-8501-441-11-21

191-8501-441-11-22

191-8501-441-11-31

191-8501-441-30-02

191-8501-441-30-11

191-8501-441-30-12

191-8501-441-30-21

191-8501-441-30-23

191-8501-441-30-30

191-8501-441-30-40

191-8501-441-30-60

FY 23-24 Approved BUDGET	FY 23-24 Amended BUDGET	FY 24-25 Proposed BUDGET
\$ 480,196	\$ 475,707	\$ 575,969
\$ 25,800	\$ 25,800	\$ 29,400
\$ 505,996	\$ 501,507	\$ 605,369
\$ 31,372	\$ 30,629	\$ 38,761
\$ 7,337	\$ 7,166	\$ 9,065
\$ 44,730	\$ 43,697	\$ 49,201
\$ 48,868	\$ 48,272	\$ 60,762
\$ 234	\$ 222	\$ 284
\$ 961	\$ 904	\$ 1,125
\$ 133,503	\$ 130,890	\$ 159,198
\$ 23,000	\$ 20,457	\$ 23,000
\$ 10,000	\$ 4,000	\$ 5,000
\$ 500	\$	\$
\$ 3,000	\$ 3,223	\$ 4,033
\$ 32,112	\$ 21,409	\$ 1
\$ 45,000	\$ 39,191	\$ 45,000
\$ 21,678	\$ 24,629	\$ 26,000
\$ 15,000	\$ 4,439	\$ 15,000
\$ 150,290	\$ 117,347	\$ 118,034

Marlinton Economic Development Corporation
FY 24-25 Proposed Budget

Services & Charges Maintenance	
Maintenance - Other	191-8501-441-31-50
Services & Charges Maintenance	
Services & Charges - Miscellaneous	
Marketing - Miscellaneous	191-8501-441-39-99
Services & Charges - Miscellaneous	
Administration - Billboards	
Advertising / Billboards	191-8501-441-60-15
Administration - Billboards	
Administration - Operations	
Consultants - Austin	191-8501-441-61-01
Economic Development Studies	191-8501-441-61-03
City Reimbursement	191-8501-441-61-05
Office	191-8501-441-61-07
Professional	191-8501-441-61-08
Audit Fees	191-8501-441-61-09
Professional Dev - Travel & Training	191-8501-441-61-10
Miscellaneous/Unallocated	191-8501-441-61-12
Hosting/Groundbreaking Events	191-8501-441-61-18
Administration - Operations	
Total Administration	

FY 23-24 Approved BUDGET	FY 23-24 Amended BUDGET	FY 24-25 Proposed BUDGET
\$ 6,000	\$ 6,750	\$ 9,000
\$ 6,000	\$ 6,750	\$ 9,000
\$ 10,000	\$ 4,835	\$ 7,500
\$ 10,000	\$ 4,835	\$ 7,500
\$ 50,000	\$ 35,617	\$ 50,000
\$ 50,000	\$ 35,617	\$ 50,000
\$ 240,000	\$ 165,429	\$ 204,000
\$ 250,000	\$ 209,190	\$ 260,000
\$ 58,000	\$ 58,000	\$ 58,000
\$ 12,000	\$ 10,872	\$ 12,000
\$ 144,000	\$ 106,459	\$ 144,000
\$ 10,000	\$ 10,000	\$ 10,000
\$ 35,000	\$ 37,672	\$ 35,000
\$ 2,000	\$ -	\$ 2,000
\$ 45,000	\$ 41,391	\$ 45,000
\$ 796,000	\$ 698,811	\$ 770,000
\$ 1,651,789	\$ 1,495,757	\$ 1,719,100

Marketing	
Services & Charges - Miscellaneous	
Marketing - Miscellaneous (fees)	191-8502-441-39-99
Services & Charges - Miscellaneous	
Marketing	
Direct Mail	191-8502-441-62-07
Travel	191-8502-441-62-10
Advertising	191-8502-441-62-18
Marketing	

FY 23-24 Approved BUDGET	FY 23-24 Amended BUDGET	FY 24-25 Proposed BUDGET
\$ 20,000	\$ 15,282	\$ 16,000
\$ 20,000	\$ 15,282	\$ 16,000
\$ 500	\$ 163	\$ 500
\$ 90,000	\$ 68,982	\$ 90,000
\$ 306,804	\$ 139,425	\$ 306,810
\$ 397,304	\$ 208,570	\$ 397,310

Harlingen Economic Development Corporation
FY 24-25 Proposed Budget

Business Incentives Other

Direct Business Incentives

Project FM (Frankie Flavz)	191-8505-441.63-92
Project Happy Days (Johnny Rockets)	191-8505-441.63-93
TaskUs Job Creation grant	191-8505-441.63-95
Project Double Stack (IHOP)	191-8505-441.63-96
Project LC3 (Little Caesar's)	191-8505-441.63-97
Project SBI (Revitalize Harlingen)	191-8505-441.63-07
Project SBI (Equip Harlingen)	191-8505-441.64-11
Project Tyler	191-8505-441.63-06
Project Strauss (GBD International)	191-8505-441.63-08
Project Plumber (TSTC Foundation)	191-8505-441.63-10
Project Alphabet	191-8505-441.63-11
Project Spec Building 3 (SQG)	191-8505-441.63-12
Project PEA	191-8505-441.63-13
Project Breeze (Walk-Ons)	191-8505-441.64-01
Project Shrimp (Santitas)	191-8505-441.64-02
Project Rootbeer	191-8505-441.64-04
Project Surfboard (Jersey Mike's)	191-8505-441.64-05
Project Blacktop	191-8505-441.64-07
Project Machine Rental (Equipment Share)	191-8505-441.64-12
Project Rio	191-8505-441.64-13
RISE Up Harlingen Pitch Competition	191-8505-441.64-14
New/Existing Business Projects	
United Launch Alliance	191-8505-441-63-76
Direct Business Incentives	

FY 23-24 Approved BUDGET	FY 23-24 Amended BUDGET	FY 24-25 Proposed BUDGET
\$ 2,500	\$ -	\$ 2,500
\$ 1,000	\$ -	\$ -
\$ 100,000	\$ 100,000	\$ 100,000
\$ 7,500	\$ -	\$ 14,000
\$ 4,000	\$ -	\$ 8,000
\$ 200,000	\$ 55,701	\$ 200,000
\$ 50,000	\$ 1,645	\$ 20,000
\$ 100,000	\$ -	\$ -
\$ 30,000	\$ -	\$ -
\$ 750,000	\$ 750,000	\$ 750,000
\$ 50,000	\$ -	\$ 50,000
\$ 40,000	\$ -	\$ -
\$ 300,000	\$ -	\$ -
\$ 150,000	\$ 135,000	\$ -
\$ 50,000	\$ 7,000	\$ 20,000
\$ 4,000	\$ -	\$ 8,000
\$ 4,000	\$ -	\$ 8,000
\$ 200,000	\$ 283,323	\$ -
\$ -	\$ -	\$ 150,000
\$ -	\$ -	\$ 200,000
\$ -	\$ -	\$ 65,000
\$ 2,043,000	\$ 1,333,471	\$ 1,595,500
\$ 300,000	\$ 300,000	\$ -
\$ 2,343,000	\$ 1,633,471	\$ 1,595,500

Harlingen Economic Development Corporation
FY 24-25 Proposed Budget

Development Corp. Other

Other

TSTC Goal Line/VIDA/TSC Scholarship	191-8515-441-68-13
I-69 Alliance	191-8515-441-68-23
UTRGV - Entrepreneurship Training	191-8515-441-68-29
WFS Cameron	191-8515-441-68-31
Job Training Initiatives	191-8515-441-68-39
Harlingen Industrial Park Improvements	191-8515-441-68-51
Grand Entrance at Roosevelt	191-8515-441-68-52
The Park at Roosevelt EDA	191-8515-441-68-50
The Park at Roosevelt Improvements (not EDA)	191-8515-441-68-53
Project Organic	191-8515-441-68-54

Other

Services & Charges Misc.	
Miscellaneous - Property Taxes	191-8515-442-39-99
Services & Charges Misc.	

Debt Services

Other Financing Uses

Debt Service - Principal	191-9901-951-90-01
Interest	191-9901-951-90-02
Paying Agent Fees	191-9901-951-90-05
Project EDC	moved to 90-01
Bass Pro Dev. 83/77	191-9901-951-90-20

Other Financing Uses

TOTAL EXPENDITURES

EXCESS REVENUES OVER EXPENDITURES

FY 23/24 Approved BUDGET	FY 23/24 Amended BUDGET	FY 24-25 Proposed BUDGET
\$ 150,000	\$ 150,000	\$ 250,000
\$ 9,500	\$ 9,288	\$ 9,500
\$ 87,000	\$ 90,917	\$ 90,000
\$ 25,000	\$ 10,000	\$ 10,000
\$ 25,000	\$ 1,200	\$ 10,000
\$ 600,000	\$ 338,956	\$ 200,000
\$ 1,800,000	\$ 19,805	\$ 3,200,000
\$ 1,029,750	\$ -	\$ 2,059,500
\$ 50,000	\$ 162,081	\$ 140,000
\$ 600,000	\$ -	\$ 600,000
\$ 4,376,250	\$ 782,256	\$ 6,569,000
\$ 356,859	\$ 302,760	\$ 352,760
\$ 356,859	\$ 302,760	\$ 352,760
\$ 1,580,000	\$ 2,997,981	\$ 1,855,000
\$ 682,930	\$ 682,930	\$ 610,068
\$ 1,000	\$ 1,000	\$ 1,000
\$ 2,080,113	\$ -	\$ -
\$ 129,215	\$ 121,474	\$ 125,118
\$ 4,473,257	\$ 3,803,384	\$ 2,391,186
\$ 13,618,459	\$ 8,241,481	\$ 13,040,856
\$ (4,470,002.35)	\$ 181,085	\$ (2,628,358.77)

Cash Flow Analysis (Estimated)

Beginning Cash Balance	
+ Revenues	
- Expenditures	
+/- Adjustments	
Ending Cash Balance	
Reserve Account	
Other Funds (Land)	
Total All Funds	

\$ 12,813,300	\$ 12,813,300	\$ 12,994,385
\$ 9,148,456	\$ 8,422,566	\$ 10,412,498
\$ 13,618,459	\$ 8,241,481	\$ 13,040,856
\$ -	\$ -	\$ -
\$ 8,343,298	\$ 12,994,385	\$ 10,366,027
\$ 2,000,000	\$ 2,000,000	\$ 2,000,000
\$ 1,832,094	\$ 1,832,094	\$ 1,832,094
\$ 12,175,392	\$ 16,826,479	\$ 14,198,121



H★RLINGEN

ECONOMIC DEVELOPMENT

Proposed Budget FY 2024-2025

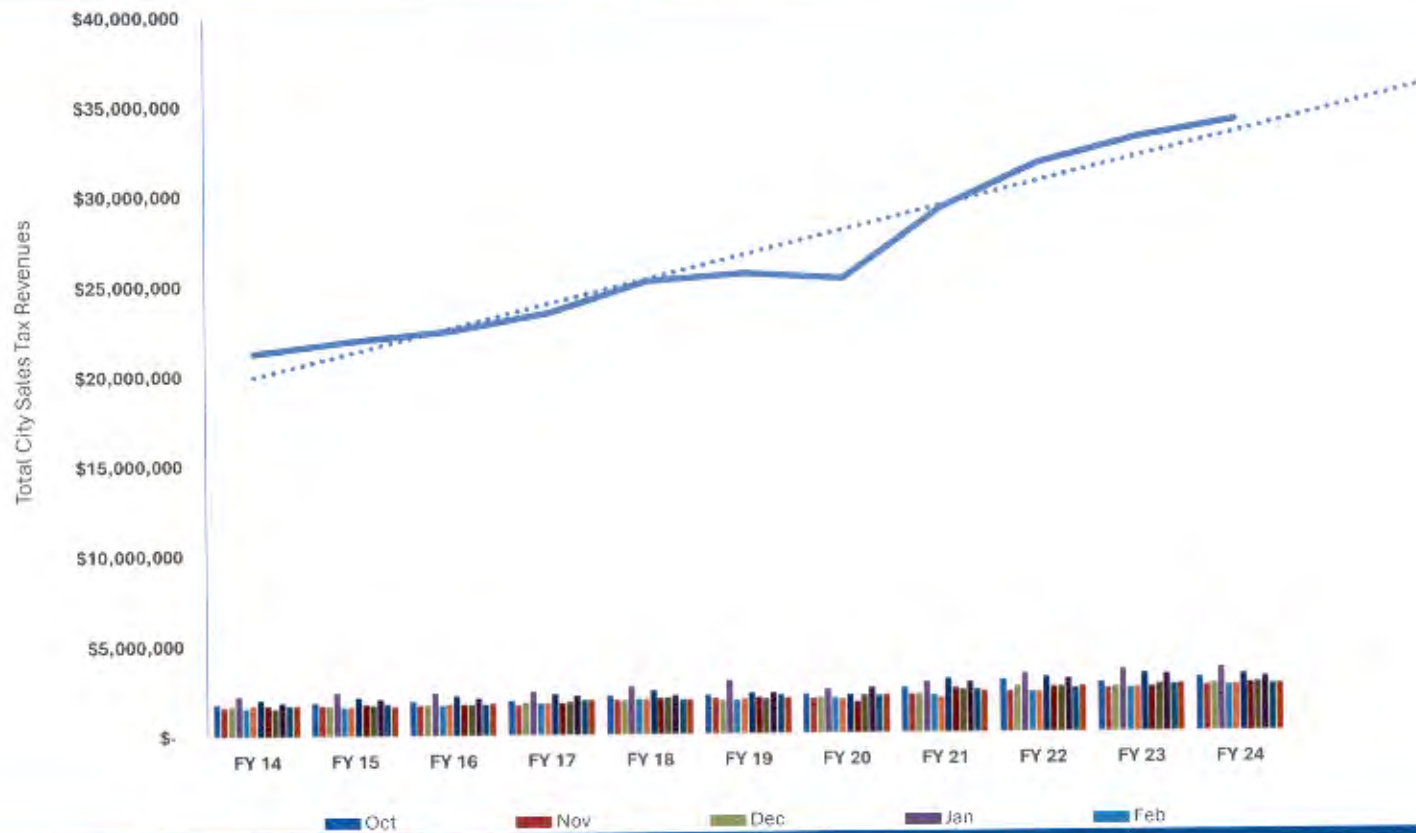


Revenues

- Projecting a 3% increase over the current year for sales tax receipts.
- Expect a healthy return in interest income from our investments.
- We anticipate an infusion of intergovernmental revenues resulting from \$1.6 million EDA Grant.
- Revenue from the sale of land for Spec Building 3 will generate \$300,000.
- Anticipate overall revenues to increase by 23.6% as compared to the FY 2024 final amended budget.



Sales Tax Receipts



Expenditures

- Administrative expenses – We budgeted for an additional full-time staff member that will focus on supporting entrepreneurs and small businesses.
- Administrative expense-We provided funding for a redevelopment study of the Valle Vista Mall area.
- Marketing—We increased ad placement by \$167,000 to be more aggressive in our promotion of Harlingen in print publications and targeted social media campaigns.
- Business Incentives--New projects anticipated in FY 2025:
 - \$50,000 allocated for Project Alphabet.
 - \$150,000 allocated for Project Machine Rental.
 - \$200,000 allocated for Project Rio.
 - \$65,000 for RISE Up Harlingen Pitch Competition.
- Significant investment in industrial park infrastructure:
 - \$600K for infrastructure (including drainage) for Project Organic which includes HEDC property.
 - \$5.3M for drainage and roadway infrastructure at The Park at Roosevelt (includes local EDA match) on HEDC property.



Expenditures

- Small Business Support: \$200,000 allocated to Revitalize Harlingen, and additional \$20,000 allocated for new matching program providing support for equipment purchases.
- \$250,000 set aside for TSTC's Goal Line Assistance Program, TSTC Scholarships, VIDA, and local industry demand training programs.
- Doubling Kaufmann FastTrac Entrepreneurship Program frequency and UTRGV Accelerator Program.
- Existing budget may require \$2,628,358.77 transfer from cash reserves which will be resolved in FY 25 end of year budget amendments.



Summary

- Proposed budget helps EDC achieve significant projects and aligns expenditures with three-year strategic plan.
- Proposed budget increases our efforts to support small businesses and entrepreneurs.
- Significant one-time industrial park infrastructure costs, will further city's long-term ED efforts.
- Despite dipping into reserves, ending cash balance is anticipated to be maintained at a healthy \$10.4 M at the end of the year.



Thank You



Orlando Campos

Chief Executive Officer

956.216.5085

ocampos@harlingenedc.com



10 (1)

**AGENDA ITEM
EXECUTIVE SUMMARY**

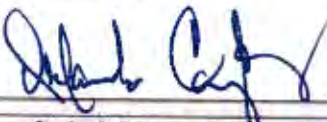
Meeting Date: **Wednesday, October 2, 2024**

Agenda Item:

Consider approval of awarding a contract with G&G Contractors for the construction of a detention pond at the Industrial Park at Roosevelt partially funded by an EDA Grant.

Prepared By: Orlando Campos

Title: CEO

Signature: 

Brief Summary:

On September 24, 2024 the HEDC held its board meeting and the board unanimously approved accepting a bid from G&G Contractors for the construction of a detention pond at the Industrial Park at Roosevelt. Five bids were received and G&G Contractors was the lowest bidder. This project is partially funded by an Economic Development Administration grant received by the HEDC. The selection was based on a recommendation by our project engineer, Ferris, Flinn, and Medina, LLC. After a thorough review of G&G Contractors' qualifications, experience, and past performance, the project engineer determined that they are well-equipped to meet the project's requirements and standards. Please find the project engineer's recommendation letter attached for your review.

Funding (if applicable):

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

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

Finance Director's approval:

☐ Yes ☐ No ☐ N/A

Staff Recommendation:

Staff recommends approval of the amended budget for the Development Corporation of Harlingen for Fiscal Year 2024.

City Manager's approval:



☒ Yes ☐ No ☐ N/A

Comments:

City Attorney's approval:



☒ Yes ☐ No ☐ N/A

FERRIS, FLINN & MEDINA, LLC

E N G I N E E R S S U R V E Y O R S

September 20, 2024

544-021

Mr. Orlando Campos
Chief Executive Officer
Harlingen Economic Development Corporation
2424 Boxwood St., Suite 125
Harlingen, TX 78550

Re: Harlingen EDC – The Park at Roosevelt EDA Grant Project
Award of Project

Dear Mr. Campos,

Attached is a bid tabulation for the referenced project. There were five qualified bidders that attended the bid opening on September 11, 2024 at 11:00 AM. Of the five bidders the lowest base bid was submitted by G&G Contractors, with a base bid of \$699,492.50. Their bid for Base Bid plus Alternate Bid No. 1 is \$757,855.50.

After review of the Contractor's qualifications, I recommend award of the Contract to G&G Contractors in the amount of \$757,855.50 (Base Bid plus Alternate Bid No. 1)

Should you have any questions or comments, please call.

Respectfully,
FERRIS, FLINN & MEDINA, LLC


Antonio L. Reyna, PE
Project Engineer

Attachments: Bid Tabulation

Bidding Opening Wednesday, September 11, 2024 @ 11:00AM																		
Bid Item	Qty	Units	Description	Contractor:	Unit Price	Total Price	Contractor:	Unit Price	Total Price	Contractor:	Unit Price	Total Price	Contractor:	Unit Price	Total Price	Contractor:	Unit Price	Total Price
1	1,240 SY		Subgrade Prep including cut to grade and precast rolling, complete in place.	G&G Contractors	\$ 8.00	\$ 9,920.00	La Feria Excavation, Inc.	\$ 6.00	\$ 7,440.00	Earthworks Enterprise	\$ 6.00	\$ 7,440.00	Earthworks Enterprise	\$ 6.25	\$ 10,230.00	Jimmy Closer & Sons Construction Co., Inc.	\$ 6.00	\$ 7,440.00
2	1,240 SY		Furnish & install Tensar TX5 at Parking Lot, complete in place.		\$ 7.00	\$ 8,680.00		\$ 5.50	\$ 6,820.00		\$ 5.00	\$ 6,200.00		\$ 4.50	\$ 5,580.00		\$ 4.00	\$ 4,960.00
3	25 Tons		Lime Stabilization of Subgrade, complete in place.		\$ 580.00	\$ 14,360.00		\$ 600.00	\$ 12,400.00		\$ 900.00	\$ 22,500.00		\$ 450.00	\$ 11,250.00		\$ 380.00	\$ 4,420.00
4	1,240 SY		Furnish & install 8" Catcher Flex Base, complete in place.	G&G Contractors	\$ 16.00	\$ 19,840.00	La Feria Excavation, Inc.	\$ 20.00	\$ 24,800.00	Earthworks Enterprise	\$ 16.00	\$ 19,840.00	Earthworks Enterprise	\$ 18.50	\$ 22,940.00	Jimmy Closer & Sons Construction Co., Inc.	\$ 20.65	\$ 25,606.00
5	865 SY		Furnish & install 2" Type "D" Hot Mix & Prime Oil, complete in place.		\$ 22.50	\$ 19,462.50		\$ 22.00	\$ 19,030.00		\$ 19.00	\$ 16,435.00		\$ 19.50	\$ 16,967.50		\$ 21.80	\$ 18,684.00
6	525 LF		Furnish & install Concrete Curb & Gutter, complete in place.		\$ 20.00	\$ 10,500.00		\$ 26.00	\$ 13,650.00		\$ 30.00	\$ 15,750.00		\$ 34.00	\$ 17,860.00		\$ 37.80	\$ 19,416.00
7	180 LF		Furnish & install Concrete Valley Gutter, complete in place.	G&G Contractors	\$ 112.00	\$ 20,160.00	La Feria Excavation, Inc.	\$ 95.00	\$ 17,100.00	Earthworks Enterprise	\$ 58.00	\$ 10,480.00	Earthworks Enterprise	\$ 77.50	\$ 13,950.00	Jimmy Closer & Sons Construction Co., Inc.	\$ 60.00	\$ 10,800.00
8	35 SY		Demolition of existing Palmetto Palm Drive, to accommodate 18" Storm Drain, complete in place.		\$ 150.00	\$ 5,250.00		\$ 15.00	\$ 525.00		\$ 20.00	\$ 700.00		\$ 78.50	\$ 2,747.50		\$ 30.00	\$ 1,050.00
9	10 Each		Furnish & install Galvanized Steel Pipe Bolards, complete in place.		\$ 850.00	\$ 8,500.00		\$ 1,580.00	\$ 15,800.00		\$ 800.00	\$ 8,000.00		\$ 1,500.00	\$ 15,000.00		\$ 1,800.00	\$ 18,000.00
10	336 LF		Furnish & install 18" RCP Storm Sewer, complete in place.	G&G Contractors	\$ 94.00	\$ 31,584.00	La Feria Excavation, Inc.	\$ 76.00	\$ 25,536.00	Earthworks Enterprise	\$ 66.00	\$ 18,816.00	Earthworks Enterprise	\$ 141.75	\$ 47,628.00	Jimmy Closer & Sons Construction Co., Inc.	\$ 130.00	\$ 43,860.00
11	144 LF		Furnish & install 24" Class III RCP Storm Sewer, complete in place.		\$ 125.00	\$ 18,000.00		\$ 83.00	\$ 11,802.00		\$ 75.00	\$ 11,232.00		\$ 152.25	\$ 21,924.00		\$ 140.00	\$ 20,160.00
12	32 LF		Furnish & install 24" Corrugated Metal Pipe (Polymer Coated) Storm Sewer, complete in place.		\$ 150.00	\$ 4,800.00		\$ 199.00	\$ 6,368.00		\$ 200.00	\$ 6,400.00		\$ 157.50	\$ 5,040.00		\$ 170.00	\$ 5,410.00
13	2 Each		Connect to Existing Curb Inlet, complete in place.	G&G Contractors	\$ 8,500.00	\$ 17,000.00	La Feria Excavation, Inc.	\$ 1,490.00	\$ 2,980.00	Earthworks Enterprise	\$ 5,500.00	\$ 11,000.00	Earthworks Enterprise	\$ 4,462.50	\$ 8,925.00	Jimmy Closer & Sons Construction Co., Inc.	\$ 560.00	\$ 1,120.00
14	3 Each		Furnish & install Type "C" Gate Inlet, complete in place.		\$ 8,000.00	\$ 24,000.00		\$ 4,320.00	\$ 12,960.00		\$ 4,500.00	\$ 13,500.00		\$ 8,032.50	\$ 24,097.50		\$ 5,000.00	\$ 15,000.00
15	1 Each		Furnish & install Type "C-C" Gate Inlet, complete in place.		\$ 6,000.00	\$ 6,000.00		\$ 5,227.00	\$ 5,227.00		\$ 6,000.00	\$ 6,000.00		\$ 7,612.50	\$ 7,612.50		\$ 6,200.00	\$ 6,200.00
16	1 Each		Furnish & install Concrete Manhole, complete in place.	G&G Contractors	\$ 12,500.00	\$ 12,500.00	La Feria Excavation, Inc.	\$ 5,885.00	\$ 5,885.00	Earthworks Enterprise	\$ 14,000.00	\$ 14,000.00	Earthworks Enterprise	\$ 20,475.00	\$ 20,475.00	Jimmy Closer & Sons Construction Co., Inc.	\$ 8,500.00	\$ 8,500.00
17	152 SY		Furnish & install Concrete Rip Rap at Detention Pond, complete in place.		\$ 190.00	\$ 28,880.00		\$ 81.00	\$ 12,312.00		\$ 65.00	\$ 9,880.00		\$ 150.00	\$ 22,500.00		\$ 120.00	\$ 12,000.00
18	48 850 BCY		Excavation of Detention Pond and placement of spots on site, complete in place.		\$ 3.00	\$ 149,550.00		\$ 4.55	\$ 226,817.50		\$ 5.00	\$ 249,250.00		\$ 6.50	\$ 324,025.00		\$ 7.50	\$ 373,875.00
19	11,300 SY		Hydro mulching of detention pond slopes with Bermuda grass, complete in place.	G&G Contractors	\$ 1.50	\$ 16,950.00	La Feria Excavation, Inc.	\$ 1.25	\$ 14,125.00	Earthworks Enterprise	\$ 1.10	\$ 12,430.00	Earthworks Enterprise	\$ 1.25	\$ 14,125.00	Jimmy Closer & Sons Construction Co., Inc.	\$ 6.00	\$ 67,600.00
20	320 Kgal		Watering of Hydrumulch based on an application rate of 0.5 inches per day for ten days on dates to be approved by the Engineer, measured either by meter or truckload in thousand gallons, complete in place.		\$ 62.50	\$ 20,000.00		\$ 16.00	\$ 5,120.00		\$ 80.00	\$ 25,600.00		\$ 19.00	\$ 6,080.00		\$ 40.00	\$ 12,800.00
21	2,675 LF		Furnish & install 10" Concrete Hike & Bake Trail, including excavation, subgrade prep, geogrid, materials and all other incidentals necessary to complete in place.		\$ 84.00	\$ 224,700.00		\$ 110.00	\$ 294,250.00		\$ 85.00	\$ 227,375.00		\$ 64.00	\$ 171,200.00		\$ 165.00	\$ 441,375.00
22	23 SY		Furnish & install 5" Concrete Hike & Bake Trail, including excavation, subgrade prep, geogrid, materials and all other incidentals necessary to complete in place.	G&G Contractors	\$ 198.00	\$ 4,554.00	La Feria Excavation, Inc.	\$ 84.00	\$ 1,932.00	Earthworks Enterprise	\$ 85.00	\$ 1,955.00	Earthworks Enterprise	\$ 104.00	\$ 2,392.00	Jimmy Closer & Sons Construction Co., Inc.	\$ 120.00	\$ 2,760.00
23	95 Tons		Furnish & install 8" to 10" Grey Limestone Ball Rock with Geogrid, complete in place.		\$ 150.00	\$ 14,250.00		\$ 31.00	\$ 2,945.00		\$ 100.00	\$ 9,500.00		\$ 81.00	\$ 7,695.00		\$ 80.00	\$ 7,600.00
24	1 LS		Parking Lot Striping, complete in place.		\$ 2,500.00	\$ 2,500.00		\$ 920.00	\$ 2,200.00		\$ 2,200.00	\$ 2,200.00		\$ 1,200.00	\$ 1,200.00		\$ 5,400.00	\$ 5,400.00
25	1 LS		Erosion & Sediment Control	G&G Contractors	\$ 15,000.00	\$ 15,000.00	La Feria Excavation, Inc.	\$ 7,765.00	\$ 7,765.00	Earthworks Enterprise	\$ 32,000.00	\$ 32,000.00	Earthworks Enterprise	\$ 24,000.00	\$ 24,000.00	Jimmy Closer & Sons Construction Co., Inc.	\$ 12,600.00	\$ 12,600.00
26	512 LF		Trench Safety		\$ 9.00	\$ 4,608.00		\$ 3.60	\$ 1,843.20		\$ 4.80	\$ 2,048.00		\$ 5.00	\$ 2,560.00		\$ 5.00	\$ 2,560.00
Total Amount Base Bid					\$ 699,492.50			\$ 756,470.70			\$ 759,987.00			\$ 826,104.00			\$ 1,153,578.00	

Bid Tabulation
 Harlingen EDC
 The Park at Roosevelt - EDA Grant Project Award No. 08-01-05716
 Bid Opening Wednesday, September 11, 2024 @ 11:00AM

Bid Tabulation

FERRIS, FLINN & MEDINA, LLC
TBPE REGISTRATION NO: F-897

Harlingen EDC

The Park at Roosevelt - EDA Grant Project Award No. 08-01-05716

Bid Opening Wednesday, September 11, 2024 @ 11:00AM

				Contractor:		Contractor:		Contractor:		Contractor:		Contractor:	
				G&G Contractors		La Feria Excavation, Inc.		D&J Site Construction, LLC		Earthworks Enterprise		Jimmy Closner & Sons Construction Co., Inc.	
Bid Item	Qty	Units	Description	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Alternate No. 1 - Conc. Parking Lot													
A.1	1,078	SY	Construct 6" Concrete Pavement, complete in place. (Reduce Bid Item 5 to 31 SY)	\$ 76.00	\$ 81,928.00	\$ 66.00	\$ 71,148.00	\$ 75.00	\$ 80,850.00	\$ 73.00	\$ 78,694.00	\$ 130.00	\$ 140,140.00
A.2	1,200	SY	Furnish & Install 5" Limestone, complete in place. (Replace Bid Item 4)	\$ 24.00	\$ 28,800.00	\$ 21.00	\$ 25,200.00	\$ 24.00	\$ 28,800.00	\$ 23.00	\$ 27,600.00	\$ 22.35	\$ 26,820.00
A.3	40	SY	Furnish & Install 6" Limestone at HMAC Road Repair, complete in place. (Replaces Base Bid Item 4)	\$ 160.00	\$ 6,400.00	\$ 26.25	\$ 1,050.00	\$ 30.00	\$ 1,200.00	\$ 41.00	\$ 1,640.00	\$ 80.00	\$ 3,200.00
Total Amount Alternate No. 1 Bid				\$	117,128.00	\$	97,398.00	\$	110,850.00	\$	107,934.00	\$	170,160.00
*Total Amount Base Bid + Alternate No. 1				\$	757,055.50	\$	793,620.70	\$	825,035.00	\$	882,885.00	\$	1,200,255.60
Alternate No. 2 - Limestone Flex Base at HMAC Parking Lot													
A.4	1,240	SY	Furnish & Install 6" Limestone, complete in place. (Replaces Base Bid Item 4)	\$ 26.00	\$ 32,240.00	\$ 26.25	\$ 32,550.00	\$ 28.00	\$ 34,720.00	\$ 28.00	\$ 34,720.00	\$ 26.80	\$ 32,984.00
Total Amount Alternate No. 2 Bid				\$	32,240.00	\$	32,550.00	\$	34,720.00	\$	34,720.00	\$	32,984.00
**Total Amount Base Bid + Alternate No. 2				\$	715,892.50	\$	794,290.70	\$	774,811.00	\$	839,564.00	\$	1,196,897.00

*Sum of Base Bid + Alternate No. 1, includes the removal of Base Bid Item No. 4 & Base Bid Item No. 7

**Sum of Base Bid + Alternate No. 2, includes the removal of Base Bid Item No. 4

*Items italicized in red are mathematical errors corrected by Ferris, Flinn & Medina, LLC.



Certified as Correct By:
FERRIS, FLINN & MEDINA, LLC
TBPE Firm No. F-897

Antonio L. Reyna
Antonio L. Reyna, PE

9/13/2024
Date

10(0)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 2, 2024**

Agenda Item:

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

Prepared By: Javier Mendez

Title: Director of Parks and Recreation

Signature: *Javier Mendez*

Summary:

Summary

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

The Park and Recreation Advisory Board met on September 17, 2024, and voted to recommend approving the agreement with for an additional year with the following changes:

- Contract is solely for fields/facilities agreed upon in contract. Any open green space at City Park is open and available to the public on a first come first served basis.
- CITY shall square, and mark fields at the beginning of the season and the LEAGUE shall drag and/or mark fields from that point forward.
- The LEAGUE shall submit yearly composition of board to include one Parent/Participant representative. (City representative will be allowed to attend.)
- The LEAGUE shall conduct 2 in season board meetings open to the public/participants/parents.
- The LEAGUE is recommended to submit a bid to their affiliated association for (1) regional tournament per calendar year.
- A copy of background checks of all board members and volunteers. (Coaches, scorekeepers, trainers, etc.)

Staff is recommending approval of this agreement as presented.

Staff Recommendation:

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

City Manager's approval:



Yes



No



N/A

Comments:

City Attorney's approval:



Yes



No



N/A

STATE OF TEXAS
COUNTY OF CAMERON

FACILITY USAGE AGREEMENT FOR HARLINGEN CARDINALS YOUTH SPORTS LEAGUE

I. WITNESS this Facility Usage Agreement hereby entered into this 2nd day of October, 2024, between the CITY OF HARLINGEN, a Municipal Corporation situated in Cameron County, Texas, and acting herein by and through its duly authorized City Manager, hereinafter designated as CITY, and HARLINGEN CARDINALS YOUTH SPORTS LEAGUE, hereinafter designated as LEAGUE.

The CITY hereby grants usage to LEAGUE for play on the sports fields at Vestal Park, all located in Harlingen, Texas. **Contract is solely for fields/facilities agreed upon in contract. Any open green space at City Park is open and available to the public on a first come first served basis.**

II. The term of the Agreement commences October 2, 2024, and ends September 30, 2025.

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

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

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

to comply with all CITY ordinances and regulations and the laws of the State of Texas.

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

tournaments shall be of a nature that has both an economic and tourism impact on the City.

2. Where installed, CITY agrees to provide utilities (except as noted in #3 below); maintain goals, lights, fence and bleachers.
 3. If applicable, the LEAGUE shall maintain, at LEAGUE expense, any scoreboard, if present, its attendant cables, controls, etc. and LEAGUE shall own and maintain, at its expense, any public address system used.
 4. LEAGUE shall provide at own expense (when applicable), umpires, officials, scoreboard operators.
 5. LEAGUE is responsible for picking-up any and all trash generated or created by any aspect of the LEAGUE operation and use of CITY facilities, including, but not limited to, attendance at LEAGUE events and concession sales.
 6. If applicable, the LEAGUE is responsible for cleaning and minor plumbing issues (i.e. clogs in sinks, urinals, or toilets) at facility restrooms and concessions including before, during and after league games, tournaments and any other club associated events. LEAGUE shall provide restroom cleaning supplies paper products, and hand soap for dispensers.
 7. In the event of storms, hurricanes, high winds, or any other act of God, LEAGUE is responsible for the removal of all their signage and sponsor boards from fences at their designated areas of play or operation.
 8. The LEAGUE shall submit yearly composition of board to include one Parent/Participant representative. (City representative will be allowed to attend.)
 9. The LEAGUE shall conduct 2 in season board meetings open to the public/participants/parents.
 10. The LEAGUE is recommended to submit a bid to their affiliated association for (1) regional tournament per calendar year.
- L. Lights used during practice must be turned off no later than 10:00 p.m. Failure to comply with this provision of the Agreement will result in either the LEAGUE being charged for electrical use for the month in which the infraction occurred or forfeiture of the Agreement and the Leagues ability to use the Facilities. These conditions do not pertain to tournament play. Tournament play dates must be provided to the Parks and Recreation Director at least two weeks before the tournament is

scheduled to commence. Use of lights is only for in-season games/practices/tournaments. Any other usage must be requested prior and approved by the Parks and Recreation Director.

M. If entry fees (gate) are to be charged to those attending league events at the Facility, including tournaments, such fees shall not exceed the following amounts:

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

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

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

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

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

C. Any officer, agent or employee of CITY shall have free access to the facility at all times for the purpose of checking and inspecting or for maintenance and repairs. CITY

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

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

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

VIII. In case of default of any of the covenants herein, CITY may enforce the performance of this Agreement in any manner provided by law, and this lease may be voided at CITY'S discretion if

such default continues for a period of ten (10) days after the CITY notifies LEAGUE of such default and its intention to declare the Agreement forfeited. Such notice shall be sent by fax or (if available) by certified mail, return receipt requested, addressed to the last known fax or address of LEAGUE, with the fax and address for all purposes herein stated below:

2309 East Van Buren Avenue, Harlingen, Texas 78550

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

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

X. LEAGUE shall annually furnish to City:

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

XI. This Agreement shall not be assignable without the express written consent of CITY. The

parties both agree that Cameron County, Texas shall be the proper place to maintain any litigation between the parties hereto and that Texas law shall govern the interpretation of the provisions hereof.

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

WITNESS OUR HAND THIS _____ DAY OF _____, 2024,

CITY OF HARLINGEN

BY: _____

Gabriel Gonzalez, City Manager

ATTEST:

BY: _____

Amanda Elizondo, City Secretary

Harlingen Cardinals Youth Sports League

BY: _____

League representative

10(P)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 2, 2024**

Agenda Item:

Consideration and take action to approve the Facility Use Agreement between the City of Harlingen and Rio Valley Amateur-Adult Soccer Association for the use of the soccer fields at Vestal Park and authorize the City Manager to execute the agreement. Attachment (**Parks & Recreation**)

Prepared By: Javier Mendez
Title: Director of Parks and Recreation
Signature: *Javier Mendez*

Summary:

Summary

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

The Park and Recreation Advisory Board met on September 17, 2024, and voted to recommend approving the agreement with for an additional year with the following changes:

- Contract is solely for fields/facilities agreed upon in contract. Any open green space at City Park is open and available to the public on a first come first served basis.
- CITY shall square, and mark fields at the beginning of the season and the LEAGUE shall drag and/or mark fields from that point forward.
- The LEAGUE shall submit yearly composition of board to include one Parent/Participant representative. (City representative will be allowed to attend.)
- The LEAGUE shall conduct 2 in season board meetings open to the public/participants/parents.
- The LEAGUE is recommended to submit a bid to their affiliated association for (1) regional tournament per calendar year.
- A copy of background checks of all board members and volunteers. (Coaches, scorekeepers, trainers, etc.)

Staff is recommending approval of this agreement as presented.

Staff Recommendation:

Staff recommends approval of contract with Rio Valley Amateur-Adult Soccer Association as presented for an additional year and authorize the City Manager to execute the agreement.

City Manager's approval:

GB

☒ Yes

☐ No

☐ N/A

Comments:

City Attorney's approval:

Mob

☒ Yes

☐ No

☐ N/A

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

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

I. WITNESS this Facility Usage Agreement hereby entered into this 2nd day of October, 2024, between the CITY OF HARLINGEN, a Municipal Corporation situated in Cameron County, Texas, and acting herein by and through its duly authorized City Manager and its City Secretary, hereinafter designated as CITY, and RIO VALLEY AMATEUR SOCCER LEAGUE, hereinafter designated as the LEAGUE.

The CITY hereby grants usage to the LEAGUE for play thereon fields 1, 2, 3, at Vestal Park all located in Harlingen, Texas. **Contract is solely for fields/facilities agreed upon in contract. Any open green space at City Park is open and available to the public on a first come first served basis.**

II. The term of the Agreement is as follows: Start October 2, 2024, ending September 30, 2025

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

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

- A. The Parks and Recreation Director will assign all facilities as deemed appropriate in his/her sole discretion considering all relevant factors. Use of the facility shall be limited to the dates and hours of scheduled LEAGUE activities as filed with and subject to approval by the Parks and Recreation Director.
- B. The basic use of said facility by the LEAGUE shall be for the purpose of promoting, training, and playing soccer and the operation of the concessions incidental to such activities.

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

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

2. Where installed, CITY agrees to provide utilities (except as noted in #3 below); maintain goals (Belonging to the City), lights, fence and bleachers.
3. If applicable, the LEAGUE shall maintain, at the LEAGUE expense, any scoreboard, if present, its attendant cables, controls, etc. and the LEAGUE shall own and maintain, at its expense, any public address system used.
4. The LEAGUE shall provide at own expense (when applicable), umpires, officials, scoreboard operators.
5. The LEAGUE is responsible for picking-up any and all trash generated or created by any aspect of the LEAGUE operation and use of CITY facilities, including, but not limited to, attendance at LEAGUE events and concession sales.
6. If applicable, the LEAGUE is responsible for cleaning and minor plumbing issues (i.e. clogs in sinks, urinals, or toilets) at facility restrooms and concessions including before, during and after league games, tournaments and any other club associated events except restrooms not under the exclusive control of the league. The LEAGUE shall provide restroom cleaning supplies paper products, and hand soap for dispensers.
7. In the event of storms, hurricanes, high winds, or any other act of God, the LEAGUE is responsible for the removal of all their signage and sponsor boards from fences at their designated areas of play or operation.
8. The LEAGUE shall submit yearly composition of board to include one Parent/Participant representative. (City representative will be allowed to attend.)
9. The LEAGUE shall conduct 2 in season board meetings open to the public/participants/parents.
10. The LEAGUE is recommended to submit a bid to their affiliated association

for (1) regional tournament per calendar year.

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

M. If entry fees (gate) are to be charged to those attending league events at the Facility, including tournaments, such fees shall not exceed the following amounts:

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

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

VI. A. Any additions and alterations of the facility, including the placement of portable or temporary buildings, shelters or bathrooms, desired by the LEAGUE shall be first submitted to the CITY COMMISSION for its approval or rejection. In the event such alterations/additions are approved

and made, the same shall be at the full expense of the LEAGUE and shall become the property of CITY upon the termination of this Agreement.

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

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

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

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

B. As a part of the consideration for the execution of this Agreement, the LEAGUE agrees to and shall, to the extent of the insurance available to the LEAGUE and CITY under the insurance policy furnished by the LEAGUE to the CITY, indemnify and hold harmless CITY, its officials, officers, agents, representatives and employees, from and against all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property,

arising out of or in any way connected with work done, improvements made, or activities conducted by the LEAGUE under this Agreement, including any situation in which such injuries, death, or damages are caused by CITY'S sole negligence or the joint negligence of CITY and any other person or entity, including the LEAGUE. **It is the expressed intention of the parties hereto, both LEAGUE and CITY, that the indemnity provided for in this paragraph is indemnity by LEAGUE to indemnify and protect CITY from the consequences of CITY'S own negligence whether that negligence is a sole or a concurring cause of the injury, death or damage.** The LEAGUE further agrees to handle and defend at its own expense, on behalf of CITY and in CITY'S name, any claim or litigation in connection with any such injury, death or damage and the liability of the LEAGUE under such indemnity shall be limited to the coverage available to the LEAGUE and to CITY under the policy furnished by the LEAGUE to CITY.

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

P.O. Box 2991, Harlingen, Texas 78551

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

IX. CITY shall maintain all fire and extended coverage insurance on said facility. In the event any portion or all of said facility shall be destroyed or damaged by the elements or other act of God or

fire not resulting from gross negligence or willful misconduct of the LEAGUE, said destruction from said cause shall render the facility unfit for use by the LEAGUE during the term of this Agreement, the Agreement shall automatically terminate.

X. LEAGUE shall annually furnish to City:

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

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

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

WITNESS OUR HAND THIS _____ DAY OF _____, 2024.

CITY OF HARLINGEN

BY: _____

Gabriel Gonzalez, CPM, City Manager

ATTEST:

BY: _____

Amanda Elizondo, City Secretary

Rio Valley Amateur Soccer League

BY: _____

LEAGUE REPRESENTATIVE

10 (9)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 2, 2024**

Agenda Item:

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

Prepared By: Javier Mendez

Title: Director of Parks and Recreation

Signature: *Javier Mendez*

Summary:

Summary

All required documents from the Harlingen Adult Soccer League are on file with the City Parks and Recreation office including their current list of board members, the league by-laws, a copy of their 501c3 certification status, and Certificate of Insurance. This organization will be using fields #7 & #8 on Sunday's only, which will not conflict with the Arroyo Youth Soccer League schedule.

The Park and Recreation Advisory Board met on September 17, 2024, and voted to recommend approving the agreement with for an additional year with the following changes:

- Contract is solely for fields/facilities agreed upon in contract. Any open green space at City Park is open and available to the public on a first come first served basis.
- CITY shall square, and mark fields at the beginning of the season and the LEAGUE shall drag and/or mark fields from that point forward.
- The LEAGUE shall submit yearly composition of board to include one Parent/Participant representative. (City representative will be allowed to attend.)
- The LEAGUE shall conduct 2 in season board meetings open to the public/participants/parents.
- The LEAGUE is recommended to submit a bid to their affiliated association for (1) regional tournament per calendar year.
- A copy of background checks of all board members and volunteers. (Coaches, scorekeepers, trainers, etc.)

Staff is recommending approval of this agreement as presented.

Staff Recommendation:

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

City Manager's approval:

CM

☒ Yes

☐ No

☐ N/A

Comments:

City Attorney's approval:

MA

☒ Yes

☐ No

☐ N/A

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

FACILITY USAGE AGREEMENT FOR Harlingen Soccer League

I. WITNESS this Facility Usage Agreement hereby entered into this 2nd day of October, 2024, between the CITY OF HARLINGEN, a Municipal Corporation situated in Cameron County, Texas, and acting herein by and through its duly authorized City Manager and its City Secretary, hereinafter designated as CITY, and HARLINGEN SOCCER LEAGUE, hereinafter designated as the LEAGUE.

The CITY hereby grants usage to the LEAGUE for play thereon fields 7 and 8 at the Harlingen Soccer Complex all located in Harlingen, Texas. **Contract is solely for fields/facilities agreed upon in contract. Any open green space at City Park is open and available to the public on a first come first served basis.**

II. The term of the Agreement is as follows: Start October 2, 2024, ending September 30, 2025.

III. The consideration to be paid CITY for this Usage Agreement is One (\$1.00) Dollar. Said sum shall be payable to the CITY at the office of the Parks and Recreation Director of said CITY at 502 E. Tyler, Harlingen, Texas, 78550, (956) 216-5951 phone #, at the time of the execution of this Agreement.

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

- A. The Parks and Recreation Director will assign all facilities as deemed appropriate in his/her sole discretion considering all relevant factors. Use of the facility shall be limited to the dates and hours of scheduled LEAGUE activities as filed with and subject to approval by the Parks and Recreation Director.
- B. The basic use of said facility by the LEAGUE shall be for the purpose of promoting, training and playing soccer and the operation of the concessions incidental to such activities.

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

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

2. Where installed, CITY agrees to provide utilities (except as noted in #3 below); maintain goals (Belonging to the City), lights, fence and bleachers.
3. If applicable, The LEAGUE shall maintain, at the LEAGUE expense, any scoreboard, if present, its attendant cables, controls, etc. and the LEAGUE shall own and maintain, at its expense, any public address system used.
4. The LEAGUE shall provide at own expense (when applicable), umpires, officials, scoreboard operators.
5. The LEAGUE is responsible for picking-up any and all trash generated or created by any aspect of the LEAGUE operation and use of CITY facilities, including, but not limited to, attendance at LEAGUE events and concession sales.
6. If applicable, The LEAGUE is responsible for cleaning and minor plumbing issues (i.e. clogs in sinks, urinals, or toilets) at facility restrooms and concessions including before, during and after league games, tournaments and any other club associated events. The LEAGUE shall provide restroom cleaning supplies paper products, and hand soap for dispensers.
7. In the event of storms, hurricanes, high winds, or any other act of God, the LEAGUE is responsible for the removal of all their signage and sponsor boards from fences at their designated areas of play or operation.
8. The LEAGUE shall submit yearly composition of board to include one Parent/Participant representative. (City representative will be allowed to attend.)
9. The LEAGUE shall conduct 2 in season board meetings open to the public/participants/parents.
10. The LEAGUE is recommended to submit a bid to their affiliated association for (1) regional tournament per calendar year.

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

M. If entry fees (gate) are to be charged to those attending league events at the Facility, including tournaments, such fees shall not exceed the following amounts:

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

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

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

A. CITY reserves the rights to all advertising, signs and signage on and sponsorships

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

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

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

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

B. As a part of the consideration for the execution of this Agreement, the LEAGUE agrees to and shall, to the extent of the insurance available to the LEAGUE and CITY under the insurance policy furnished by the LEAGUE to the CITY, indemnify and hold harmless CITY, its officials, officers, agents, representatives and employees, from and against all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, arising out of or in any way connected with work done, improvements made, or activities conducted by the LEAGUE under this Agreement, including any situation in which such injuries, death, or damages are caused by CITY'S sole negligence or the joint negligence of CITY and any

other person or entity, including the LEAGUE. It is the expressed intention of the parties hereto, both LEAGUE and CITY, that the indemnity provided for in this paragraph is indemnity by LEAGUE to indemnify and protect CITY from the consequences of CITY'S own negligence whether that negligence is a sole or a concurring cause of the injury, death or damage. The LEAGUE further agrees to handle and defend at its own expense, on behalf of CITY and in CITY'S name, any claim or litigation in connection with any such injury, death or damage and the liability of the LEAGUE under such indemnity shall be limited to the coverage available to the LEAGUE and to CITY under the policy furnished by the LEAGUE to CITY.

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

32382 Olive Dr. San Benito, TX 78586

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

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

X. LEAGUE shall annually furnish to City:

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

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

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

WITNESS OUR HAND THIS _____ DAY OF _____, 2024.

CITY OF HARLINGEN

BY: _____

Gabriel Gonzalez, CPM, City Manager

ATTEST:

BY: _____

Amanda Elizondo, City Secretary

Harlingen Adult Soccer League

BY: _____

LEAGUE REPRESENTATIVE

10(r)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 2, 2024**

Agenda Item:

Consideration and possible action to approve a Facility Use Agreement between the City of Harlingen and the TYFA Wolfpack for use of a field at the Wilson Sports Complex and authorize the City Manager to execute the agreement. Attachment (*Parks & Recreation*)

Prepared By: Javier Mendez

Title: Director of Parks and Recreation

Signature: *Javier Mendez*

Summary:

Summary

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

The Park and Recreation Advisory Board met on September 17, 2024, and voted to recommend approving the agreement with for an additional year with the following changes:

- Contract is solely for fields/facilities agreed upon in contract. Any open green space at City Park is open and available to the public on a first come first served basis.
- A copy of background checks of all board members and volunteers. (Coaches, scorekeepers, trainers, etc.)

Staff is recommending approval of this agreement as presented.

Staff Recommendation:

Staff recommends approval of the contract with TYFA Wolfpack with the changes and authorize the City Manager to execute the agreement.

City Manager's approval:

CM

☒ Yes

☐ No

☐ N/A

Comments:

City Attorney's approval:

MA

☒ Yes

☐ No

☐ N/A

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

**FACILITY USAGE AGREEMENT FOR
TYFA Harlingen Wolfpack**

I. WITNESS this Facility Usage Agreement hereby entered into this 2nd day of October, 2024, between the CITY OF HARLINGEN, a Municipal Corporation situated in Cameron County, Texas, and acting herein by and through its duly authorized City Manager and its City Secretary, hereinafter designated as CITY, and TYFA Harlingen Wolfpack, hereinafter designated as the LEAGUE.

 The CITY hereby grants usage to the LEAGUE for practice thereon the lighted open space at Wilson Sports Complex located in Harlingen, Texas. *Contract is solely for fields/facilities agreed upon in contract. Any open green space at City Park is open and available to the public on a first come first served basis.*

II. The term of the Agreement is as follows: Starting October 2, 2024, ending September 30, 2025.

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

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

- A. The Parks and Recreation Director will assign all facilities as deemed appropriate in his/her sole discretion considering all relevant factors. Use of the facility shall be limited to the dates and hours of scheduled LEAGUE activities as filed with and subject to approval by the Parks and Recreation Director.
- B. The basic use of said facility by the LEAGUE shall be for the purpose of promoting, training and practicing youth football.
- C. LEAGUE will not use the facility for any activities other than the basic use

described above and related scheduled the LEAGUE activities without prior consent of the Parks and Recreation Director.

- D. The LEAGUE will not use the facility for any unlawful purposes. The LEAGUE agrees to comply with all CITY ordinances and regulations and the laws of the State of Texas.
- E. Alcoholic beverages in all Municipal Parks and the possession of glass containers are prohibited
- F. The LEAGUE shall discourage unsafe practices.
- G. It is further covenanted and agreed that no concession on said facility will be granted by the LEAGUE to any person(s), corporation or other entity without prior written approval of the Parks and Recreation Director.
- H. CITY shall have the right to make the facility available, subject to the approved LEAGUE schedule (inclusive of any rainout or other rescheduled dates), to any CITY, school, civic group, or association which desires the use of said facility for any event or program for CITY, non-profit, and/or charitable purposes; provided that any such use shall not conflict with a previously scheduled game or other permitted event or program. Use of a facility for above mentioned uses shall be subject to CITY policies regarding such activities and to prior approval by Parks and Recreation Director.
- I. CITY shall have the right to take over/use any of these facilities in the event of public necessity, declared emergency, or other public need.
- J. The LEAGUE shall bear all costs incidental to operation of said the LEAGUE hereunder except as noted below:
 - 1. CITY shall maintain grass facility areas by providing watering, fertilizing, and mowing. Said service shall be provided only on normal work days and during normal work hours.
 - 2. Where installed, CITY agrees to provide utilities (except as noted in #3 below); maintain goals, lights, fence and bleachers.
 - 3. The LEAGUE is responsible for picking-up any and all trash generated or created by any aspect of the LEAGUE operation and use of CITY facilities.

V. No later than 10 (10) working days prior to the Start Date of the Agreement, the LEAGUE shall file with the CITY a schedule showing the dates and times that the facility will be used for

practices, or other activities for the first three months of the year. Schedule updates will be submitted every ninety (90) days thereafter. The schedule and any updates shall be subject to review as per Section IV.A. of this agreement.

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

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

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

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

B. As a part of the consideration for the execution of this Agreement, the LEAGUE agrees to and shall, to the extent of the insurance available to the LEAGUE and CITY under the insurance policy furnished by the LEAGUE to the CITY, indemnify and hold harmless CITY, its officials, officers, agents, representatives and employees, from and against all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation,

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

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

702 Hunter Drive, Harlingen, Texas 78550

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

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

X. LEAGUE shall annually furnish to City:

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

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

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

WITNESS OUR HAND THIS _____ DAY OF _____, 2024.

CITY OF HARLINGEN

BY: _____

Gabriel Gonzalez, CPM, City Manager

ATTEST:

BY: _____

Amanda Elizondo, City Secretary

TYFA Harlingen Wolfpack

BY: _____

LEAGUE REPRESENTATIVE

10(5)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 2, 2024**

Agenda Item:

Consideration and possible action to approve a facility use agreement between the City of Harlingen and Harlingen Texas Bronco Baseball League for the use of the baseball complex at Victor Park and authorize the City Manager to execute the agreement. Attachment (***Parks & Recreation***)

Prepared By: Javier Mendez

Title: Director of Parks and Recreation

Signature: *Javier Mendez*

Summary:

Summary

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

The Park and Recreation Advisory Board met on September 17, 2024, and voted to recommend approving the agreement with for an additional year with the following changes:

- Contract is solely for fields/facilities agreed upon in contract. Any open green space at City Park is open and available to the public on a first come first served basis.
- CITY shall square, and mark fields at the beginning of the season and the LEAGUE shall drag and/or mark fields from that point forward.
- The LEAGUE shall submit yearly composition of board to include one Parent/Participant representative. (City representative will be allowed to attend.)
- The LEAGUE shall conduct 2 in season board meetings open to the public/participants/parents.
- The LEAGUE is recommended to submit a bid to their affiliated association for (1) regional tournament per calendar year.
- A copy of background checks of all board members and volunteers. (Coaches, scorekeepers, trainers, etc.)

Staff is recommending approval of this agreement as presented.

Staff Recommendation:

Staff recommends approval of the contract with Harlingen Texas Bronco Baseball League with the changes and authorize the City Manager to execute the agreement.

City Manager's approval:

CM

☒ Yes ☐ No ☐ N/A

Comments:

City Attorney's approval:

MA

☒ Yes ☐ No ☐ N/A

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

FACILITY USAGE AGREEMENT FOR HARLINGEN TEXAS BRONCO/PONY LEAGUE

I. WITNESS this Facility Usage Agreement hereby entered into this 2nd day of October, 2024, between the CITY OF HARLINGEN, a Municipal Corporation situated in Cameron County, Texas, and acting herein by and through its duly authorized City Manager and its City Secretary, hereinafter designated as CITY, and HARLINGEN TEXAS BRONCO/PONY LEAGUE, hereinafter designated as the LEAGUE.

The CITY hereby grants usage to the LEAGUE for play thereon Bronco, Mustang and Pony Fields at Victor Park, all located in Harlingen, Texas. **Contract is solely for fields/facilities agreed upon in contract. Any open green space at City Park is open and available to the public on a first come first served basis.**

II. The term of the Agreement is as follows: Start October 2, 2024, ending September 30, 2025.

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

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

- A. The Parks and Recreation Director will assign all facilities as deemed appropriate in his/her sole discretion considering all relevant factors. Use of the facility shall be limited to the dates and hours of scheduled LEAGUE activities as filed with and subject to approval by the Parks and Recreation Director.
- B. The basic use of said facility by the LEAGUE shall be for the purpose of promoting, training and playing baseball/softball and the operation of the concessions incidental to such activities.

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

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

2. Where installed, CITY agrees to provide utilities (except as noted in #3 below); maintain goals, lights, fence and bleachers.
3. If applicable, the LEAGUE shall maintain, at the LEAGUE expense, any scoreboard, if present, its attendant cables, controls, etc. and the LEAGUE shall own and maintain, at its expense, any public address system used.
4. The LEAGUE shall provide at own expense (when applicable), umpires, officials, scoreboard operators.
5. The LEAGUE is responsible for picking-up any and all trash generated or created by any aspect of the LEAGUE operation and use of CITY facilities, including, but not limited to, attendance at LEAGUE events and concession sales.
6. If applicable, the LEAGUE is responsible for cleaning and minor plumbing issues (i.e. clogs in sinks, urinals, or toilets) at facility restrooms and concessions including before, during and after league games, tournaments and any other club associated events. The LEAGUE shall provide restroom cleaning supplies paper products, and hand soap for dispensers.
7. In the event of storms, hurricanes, high winds, or any other act of God, the LEAGUE is responsible for the removal of all their signage and sponsor boards from fences at their designated areas of play or operation.
8. The LEAGUE shall submit yearly composition of board to include one Parent/Participant representative. (City representative will be allowed to attend.)
9. The LEAGUE shall conduct 2 in season board meetings open to the

public/participants/parents.

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

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

M. If entry fees (gate) are to be charged to those attending league events at the Facility, including tournaments, such fees shall not exceed the following amounts:

1. Participants in that day's league activities (players, cheerleaders, etc) shall be charged no fee;
2. Persons eleven (11) years of age and younger shall be charged no more than one dollar (\$1.00) per day;
3. Persons twelve (12) years of age and older shall be charged no more than two dollars (\$2.00) per day.

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

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

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

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

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

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

B. As a part of the consideration for the execution of this Agreement, the LEAGUE agrees to and shall, to the extent of the insurance available to the LEAGUE and CITY under the insurance policy furnished by the LEAGUE to the CITY, indemnify and hold harmless CITY, its officials, officers, agents, representatives and employees, from and against all claims, losses,

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

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

2010 West Arcadia, Harlingen, Texas 78552

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

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

X. LEAGUE shall annually furnish to City:

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

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

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

WITNESS OUR HAND THIS _____ DAY OF _____, 2024.

CITY OF HARLINGEN

BY: _____

Gabriel Gonzalez, CPM, City Manager

ATTEST:

BY: _____

Amanda Elizondo, City Secretary

HARLINGEN TEXAS BRONCO/PONY LEAGUE

BY: _____

LEAGUE REPRESENTATIVE

10(+)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 2, 2024**

Agenda Item:

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

Prepared By: Javier Mendez

Title: Director of Parks and Recreation

Signature: *Javier Mendez*

Summary:

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

The Park and Recreation Advisory Board met on September 17, 2024, and voted to recommend approving the agreement with for an additional year with the following changes:

- Contract is solely for fields/facilities agreed upon in contract. Any open green space at City Park is open and available to the public on a first come first served basis.
- CITY shall square, and mark fields at the beginning of the season and the LEAGUE shall drag and/or mark fields from that point forward.
- The LEAGUE shall submit yearly composition of board to include one Parent/Participant representative. (City representative will be allowed to attend.)
- The LEAGUE shall conduct 2 in season board meetings open to the public/participants/parents.
- The LEAGUE is recommended to submit a bid to their affiliated association for (1) regional tournament per calendar year.
- A copy of background checks of all board members and volunteers. (Coaches, scorekeepers, trainers, etc.)

Staff is recommending approval of this agreement as presented.

Staff Recommendation:

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

City Manager's approval:

GM



Yes



No



N/A

Comments:

City Attorney's approval:

MA



Yes



No



N/A

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

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

I. WITNESS this Facility Usage Agreement hereby entered into this 2nd day of October, 2024, between the CITY OF HARLINGEN, a Municipal Corporation situated in Cameron County, Texas, and acting herein by and through its duly authorized City Manager and its City Secretary, hereinafter designated as CITY, and Harlingen National Youth Football League, hereinafter designated as the LEAGUE.

The CITY hereby grants usage to the LEAGUE for play thereon fields Bronco A & B, Mustang A & B and Shetland A, B, C, & D at the Tom Wilson Youth Sports Complex, all located in Harlingen, Texas. **Contract is solely for fields/facilities agreed upon in contract. Any open green space at City Park is open and available to the public on a first come first served basis.**

II. The term of the Agreement is as follows: Starting October 2, 2024, ending September 30, 2025.

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

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

- A. The Parks and Recreation Director will assign all facilities as deemed appropriate in his/her sole discretion considering all relevant factors. Use of the facility shall be limited to the dates and hours of scheduled LEAGUE activities as filed with and subject to approval by the Parks and Recreation Director.
- B. The basic use of said facility by the LEAGUE shall be for the purpose of promoting, training and playing baseball/softball and the operation of the

concessions incidental to such activities.

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

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

2. Where installed, CITY agrees to provide utilities (except as noted in #3 below); maintain goals, lights, fence and bleachers.
3. If applicable, the LEAGUE shall maintain, at the LEAGUE expense, any scoreboard, if present, its attendant cables, controls, etc. and the LEAGUE shall own and maintain, at its expense, any public address system used.
4. The LEAGUE shall provide at own expense (when applicable), umpires, officials, scoreboard operators.
5. The LEAGUE is responsible for picking-up any and all trash generated or created by any aspect of the LEAGUE operation and use of CITY facilities, including, but not limited to, attendance at LEAGUE events and concession sales.
6. If applicable, the LEAGUE is responsible for cleaning and minor plumbing issues (i.e. clogs in sinks, urinals, or toilets) at facility restrooms and concessions including before, during and after league games, tournaments and any other club associated events, except restrooms not under the exclusive control of the league. The LEAGUE shall provide restroom cleaning supplies paper products, and hand soap for dispensers.
7. In the event of storms, hurricanes, high winds, or any other act of God, the LEAGUE is responsible for the removal of all their signage and sponsor boards from fences at their designated areas of play or operation.
8. The LEAGUE shall submit yearly composition of board to include one Parent/Participant representative. (City representative will be allowed to attend.)

9. The LEAGUE shall conduct 2 in season board meetings open to the public/participants/parents.

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

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

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

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

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

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

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

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

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

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

B. As a part of the consideration for the execution of this Agreement, the LEAGUE agrees to and shall, to the extent of the insurance available to the LEAGUE and CITY under the insurance policy furnished by the LEAGUE to the CITY, indemnify and hold harmless CITY, its

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

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

21772 FM 800, San Benito, Texas 78586

Unless the LEAGUE shall have completely removed or cured said default, this Agreement shall automatically cease and come to an end, without the necessity of further notice from the CITY as if that were the day originally fixed for the expiration of the term thereof or any renewals or extensions hereof and CITY'S agents or attorney shall have the power without further notice and demand to re-enter and remove all persons and their property therefrom without prejudice

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

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

X. LEAGUE shall annually furnish to City:

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

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

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

WITNESS OUR HAND THIS _____ DAY OF _____, 2024.

CITY OF HARLINGEN

BY: _____

Gabriel Gonzalez, CPM, City Manager

ATTEST:

BY: _____

Amanda Elizondo, City Secretary

Harlingen National Baseball and Softball League

BY: _____

LEAGUE REPRESENTATIVE

10(u)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 2, 2024**

Agenda Item:

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

Prepared By: Javier Mendez

Title: Director of Parks and Recreation

Signature: *Javier Mendez*

Summary:

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

The Park and Recreation Advisory Board met on September 17, 2024, and voted to recommend approving the agreement with for an additional year with the following changes:

- Contract is solely for fields/facilities agreed upon in contract. Any open green space at City Park is open and available to the public on a first come first served basis.
- CITY shall square, and mark fields at the beginning of the season and the LEAGUE shall drag and/or mark fields from that point forward.
- The LEAGUE shall submit yearly composition of board to include one Parent/Participant representative. (City representative will be allowed to attend.)
- The LEAGUE shall conduct 2 in season board meetings open to the public/participants/parents.
- The LEAGUE is recommended to submit a bid to their affiliated association for (1) regional tournament per calendar year.
- A copy of background checks of all board members and volunteers. (Coaches, scorekeepers, trainers, etc.)

Staff is recommending approval of this agreement as presented.

Staff Recommendation:

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

City Manager's approval:

JM

☒ Yes

☐ No

☐ N/A

Comments:

City Attorney's approval:

[Signature]

☒ Yes

☐ No

☐ N/A

STATE OF TEXAS

COUNTY OF CAMERON

CITY OF HARLINGEN

FACILITY USAGE AGREEMENT FOR HARLINGEN NATIONAL SOFTBALL LEAGUE

I. WITNESS this Facility Usage Agreement hereby entered into this 2nd day of October, 2024, between the CITY OF HARLINGEN, a Municipal Corporation situated in Cameron County, Texas, and acting herein by and through its duly authorized City Manager and its City Secretary, hereinafter designated as CITY, and HARLINGEN NATIONAL BASEBALL AND SOFTBALL LEAGUE, hereinafter designated as the LEAGUE.

The CITY hereby grants usage to the LEAGUE for play thereon fields 1, 2, 3 and 4 at Arroyo Park all located in Harlingen, Texas. . **Contract is solely for fields/facilities agreed upon in contract. Any open green space at City Park is open and available to the public on a first come first served basis.**

II. The term of the Agreement is as follows: Starting October 2, 2024, ending September 30, 2025.

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

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

- A. The Parks and Recreation Director will assign all facilities as deemed appropriate in his/her sole discretion considering all relevant factors. Use of the facility shall be limited to the dates and hours of scheduled LEAGUE activities as filed with and subject to approval by the Parks and Recreation Director.
- B. The basic use of said facility by the LEAGUE shall be for the purpose of promoting, training and playing softball and the operation of the concessions incidental to such activities.

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

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

tournament per calendar year.

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

M. If entry fees (gate) are to be charged to those attending league events at the Facility, they may only include tournaments and game play (No Practices/Scrimmages), and such fees shall not exceed the following amounts:

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

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

VI. A. Any additions and alterations of the facility, including the placement of portable or temporary buildings, shelters or bathrooms, desired by the LEAGUE shall be first submitted to the CITY COMMISSION for its approval or rejection. In the event such alterations/additions are approved

and made, the same shall be at the full expense of the LEAGUE and shall become the property of CITY upon the termination of this Agreement.

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

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

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

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

B. As a part of the consideration for the execution of this Agreement, the LEAGUE agrees to and shall, to the extent of the insurance available to the LEAGUE and CITY under the insurance policy furnished by the LEAGUE to the CITY, indemnify and hold harmless CITY, its officials, officers, agents, representatives and employees, from and against all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, arising out of or in any way connected with work done, improvements made, or activities

conducted by the LEAGUE under this Agreement, including any situation in which such injuries, death, or damages are caused by CITY'S sole negligence or the joint negligence of CITY and any other person or entity, including the LEAGUE. **It is the expressed intention of the parties hereto, both LEAGUE and CITY, that the indemnity provided for in this paragraph is indemnity by LEAGUE to indemnify and protect CITY from the consequences of CITY'S own negligence whether that negligence is a sole or a concurring cause of the injury, death or damage.** The LEAGUE further agrees to handle and defend at its own expense, on behalf of CITY and in CITY'S name, any claim or litigation in connection with any such injury, death or damage and the liability of the LEAGUE under such indemnity shall be limited to the coverage available to the LEAGUE and to CITY under the policy furnished by the LEAGUE to CITY. The LEAGUE shall maintain a current certificate of insurance with the CITY, with adequate coverage at all times for the duration of this contract. If the LEAGUE fails to keep their policy current with the CITY, LEAGUE will be considered in default of this agreement and CITY shall restrict usage of facilities and lights until current policy is provided and approved by the City's Risk Management.

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

21772 FM 800, San Benito Texas 78586

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

IX. CITY shall maintain all fire and extended coverage insurance on said facility. In the event any

portion or all of said facility shall be destroyed or damaged by the elements or other act of God or fire not resulting from gross negligence or willful misconduct of the LEAGUE, said destruction from said cause shall render the facility unfit for use by the LEAGUE during the term of this Agreement, the Agreement shall automatically terminate.

X. LEAGUE shall annually furnish to City:

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

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

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

WITNESS OUR HAND THIS _____ DAY OF _____, 2024.

CITY OF HARLINGEN

BY: _____

Gabriel Gonzalez, CPM, City Manager

ATTEST:

BY: _____

Amanda Elizondo, City Secretary

Harlingen National Baseball and Softball League

BY: _____

LEAGUE REPRESENTATIVE

10(V)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 2, 2024**

Agenda Item:

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

Prepared By: Javier Mendez

Title: Director of Parks and Recreation

Signature: *Javier Mendez*

Summary:

Summary

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

The Park and Recreation Advisory Board met on September 17, 2024, and voted to recommend approving the agreement with for an additional year with the following changes:

- Contract is solely for fields/facilities agreed upon in contract. Any open green space at City Park is open and available to the public on a first come first served basis.
- CITY shall square, and mark fields at the beginning of the season and the LEAGUE shall drag and/or mark fields from that point forward.
- The LEAGUE shall submit yearly composition of board to include one Parent/Participant representative. (City representative will be allowed to attend.)
- The LEAGUE shall conduct 2 in season board meetings open to the public/participants/parents.
- The LEAGUE is recommended to submit a bid to their affiliated association for (1) regional tournament per calendar year.
- A copy of background checks of all board members and volunteers. (Coaches, scorekeepers, trainers, etc.)

Staff is recommending approval of this agreement as presented.

Staff Recommendation:

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

City Manager's approval:

JM



Yes



No



N/A

Comments:

City Attorney's approval:

[Signature]



Yes



No



N/A

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

FACILITY USAGE AGREEMENT FOR Harlingen National Youth Football League

I. WITNESS this Facility Usage Agreement hereby entered into this 2nd day of October 2024, between the CITY OF HARLINGEN, a Municipal Corporation situated in Cameron County, Texas, and acting herein by and through its duly authorized City Manager and its City Secretary, hereinafter designated as CITY, and Harlingen National Youth Football League, hereinafter designated as the LEAGUE.

The CITY hereby grants usage to the LEAGUE for play on the sports fields at Victor Park, all located in Harlingen, Texas. **Contract is solely for fields/facilities agreed upon in contract. Any open green space at City Park is open and available to the public on a first come first served basis.**

II. The term of the Agreement is as follows: Starting October 2, 2024, ending September 30, 2025.

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

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

- A. The Parks and Recreation Director will assign all facilities as deemed appropriate in his/her sole discretion considering all relevant factors. Use of the facility shall be limited to the dates and hours of scheduled LEAGUE activities as filed with and subject to approval by the Parks and Recreation Director.
- B. The basic use of said facility by the LEAGUE shall be for the purpose of promoting, training and playing youth recreation football and the operation of the concessions incidental to such activities.

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

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

2. Where installed, CITY agrees to provide utilities (except as noted in #3 below); maintain goals, lights, fence and bleachers.
3. If applicable, the LEAGUE shall maintain, at the LEAGUE expense, any scoreboard, if present, its attendant cables, controls, etc. and the LEAGUE shall own and maintain, at its expense, any public address system used.
4. The LEAGUE shall provide at own expense (when applicable), umpires, officials, scoreboard operators.
5. The LEAGUE is responsible for picking-up any and all trash generated or created by any aspect of the LEAGUE operation and use of CITY facilities, including, but not limited to, attendance at LEAGUE events and concession sales.
6. If applicable, the LEAGUE is responsible for cleaning and minor plumbing issues (i.e. clogs in sinks, urinals, or toilets) at facility restrooms and concessions including before, during and after league games, tournaments and any other club associated events, except restrooms not under the exclusive control of the league. The LEAGUE shall provide restroom cleaning supplies paper products, and hand soap for dispensers.
7. In the event of storms, hurricanes, high winds, or any other act of God, the LEAGUE is responsible for the removal of all their signage and sponsor boards from fences at their designated areas of play or operation.
8. The LEAGUE shall submit yearly composition of board to include one Parent/Participant representative. (City representative will be allowed to attend.)
9. The LEAGUE shall conduct 2 in season board meetings open to the public/participants/parents.
10. The LEAGUE is recommended to submit a bid to their affiliated association

for (1) regional tournament per calendar year.

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

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

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

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

VI. A. Any additions and alterations of the facility, including the placement of portable or temporary buildings, shelters or bathrooms, desired by the LEAGUE shall be first submitted to the CITY

COMMISSION for its approval or rejection. In the event such alterations/additions are approved and made, the same shall be at the full expense of the LEAGUE and shall become the property of CITY upon the termination of this Agreement.

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

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

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

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

B. As a part of the consideration for the execution of this Agreement, the LEAGUE agrees to and shall, to the extent of the insurance available to the LEAGUE and CITY under the insurance policy furnished by the LEAGUE to the CITY, indemnify and hold harmless CITY, its officials, officers, agents, representatives and employees, from and against all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property,

arising out of or in any way connected with work done, improvements made, or activities conducted by the LEAGUE under this Agreement, including any situation in which such injuries, death, or damages are caused by CITY'S sole negligence or the joint negligence of CITY and any other person or entity, including the LEAGUE. **It is the expressed intention of the parties hereto, both LEAGUE and CITY, that the indemnity provided for in this paragraph is indemnity by LEAGUE to indemnify and protect CITY from the consequences of CITY'S own negligence whether that negligence is a sole or a concurring cause of the injury, death or damage.** The LEAGUE further agrees to handle and defend at its own expense, on behalf of CITY and in CITY'S name, any claim or litigation in connection with any such injury, death or damage and the liability of the LEAGUE under such indemnity shall be limited to the coverage available to the LEAGUE and to CITY under the policy furnished by the LEAGUE to CITY. The LEAGUE shall always keep their insurance policy current with required coverages. If the LEAGUE fails to keep their policy current the CITY will restrict usage of facilities until policy current policy is provided and approved by the City's Risk Management.

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

21772 FM 800, San Benito, Texas 78586

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

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

X. LEAGUE shall annually furnish to City:

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

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

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

WITNESS OUR HAND THIS _____ DAY OF _____, 2024.

CITY OF HARLINGEN

BY: _____

Gabriel Gonzalez, CPM, City Manager

ATTEST:

BY: _____

Amanda Elizondo, City Secretary

Harlingen National Youth Football League

BY: _____

LEAGUE REPRESENTATIVE

10(W)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 2, 2024**

Agenda Item:

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

Prepared By: Javier Mendez

Title: Director of Parks and Recreation

Signature: *Javier Mendez*

Summary:

Summary

All required documents from the Harlingen United Futbol Club, are on file with the City Parks and Recreation office including their current list of board members, the league by-laws, a copy of their 501c3 certification status, and Certificate of Insurance. The League will be allowed to use fields 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 on a regular basis during their regular season.

The Park and Recreation Advisory Board met on September 17, 2024, and voted to recommend approving the agreement with for an additional year with the following changes:

- Contract is solely for fields/facilities agreed upon in contract. Any open green space at City Park is open and available to the public on a first come first served basis.
- CITY shall square, and mark fields at the beginning of the season and the LEAGUE shall drag and/or mark fields from that point forward.
- The LEAGUE shall submit yearly composition of board to include one Parent/Participant representative. (City representative will be allowed to attend.)
- The LEAGUE shall conduct 2 in season board meetings open to the public/participants/parents.
- The LEAGUE is recommended to submit a bid to their affiliated association for (1) regional tournament per calendar year.
- A copy of background checks of all board members and volunteers. (Coaches, scorekeepers, trainers, etc.)

Staff is recommending approval of the agreement as is and to run through the end of September 2025.

Staff Recommendation:

Staff recommends approval of contract with Harlingen United Futbol Club as presented and to expire on September 30, 2025 and authorize the City Manager to execute the agreement.

City Manager's approval:



Yes



No



N/A

Comments:

City Attorney's approval:



Yes



No



N/A

STATE OF TEXAS

COUNTY OF CAMERON

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

I. WITNESS this Facility Usage Agreement hereby entered into this 2nd day of October 2024, between the CITY OF HARLINGEN, a Municipal Corporation situated in Cameron County, Texas, and acting herein by and through its duly authorized City Manager, hereinafter designated as CITY, and Harlingen United Futbol Club., hereinafter designated as the LEAGUE.

The CITY hereby grants usage to the LEAGUE for play on Soccer Fields 1,2,3, 4, 5, 6, 7, 8, 9, and 10 at the Harlingen Soccer Complex, all located at 4515 E. Harrison in Harlingen, Texas. Contract is solely for fields/facilities agreed upon in contract. Any open green space at City Park is open and available to the public on a first come first served basis.

II. The term of the Agreement is as follows: **Start October 2, 2024, ending September 30, 2025.**

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

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

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

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

as deemed appropriate by the Parks and Recreation Director. Said tournaments shall be of a nature that has both an economic and tourism impact on the City.

2. Where installed, CITY agrees to provide utilities (except as noted in #3 below); maintain goals, lights, fence and bleachers.
3. If applicable the LEAGUE shall maintain, at the LEAGUE expense, any scoreboard, if present, its attendant cables, controls, etc. and the LEAGUE shall own and maintain, at its expense, any public address system used.
4. The LEAGUE shall provide at own expense (when applicable), umpires, officials, scoreboard operators.
5. The LEAGUE is responsible for picking-up any and all trash generated or created by any aspect of the LEAGUE operation and use of CITY facilities, including, but not limited to, attendance at LEAGUE events and concession sales.
6. If applicable, the LEAGUE is responsible for cleaning and minor plumbing issues (i.e. clogs in sinks, urinals, or toilets) at facility restrooms and concessions including before, during and after league games, tournaments and any other club associated events. The LEAGUE shall provide restroom cleaning supplies paper products, and hand soap for dispensers.
7. In the event of storms, hurricanes, high winds, or any other act of God, the LEAGUE is responsible for the removal of all their signage and sponsor boards from fences at their designated areas of play or operation.
8. The LEAGUE shall submit yearly composition of board to include one Parent/Participant representative. (City representative will be allowed to attend.)
9. The LEAGUE shall conduct 2 in season board meetings open to the public/participants/parents.
10. The LEAGUE is recommended to submit a bid to their affiliated association for (1) regional tournament per calendar year.

- L. Lights used during practice must be turned off no later than 10:00 p.m. Failure to comply with this provision of the Agreement will result in either the LEAGUE being charged for electrical use for the month in which the infraction occurred or forfeiture

of the Agreement and the Leagues ability to use the Facilities. These conditions do not pertain to tournament play. Tournament play dates must be provided to the Parks and Recreation Director at least two weeks before the tournament is scheduled to commence. Use of lights is only for in-season games/practices/tournaments. Any other usage must be requested prior and approved by the Parks and Recreation Director.

- M. If entry fees (gate) are to be charged to those attending league events at the Facility, including tournaments, such fees shall not exceed the following amounts:
1. Participants in that day's league activities (players, cheerleaders, etc) shall be charged no fee;
 2. Persons eleven (11) years of age and younger shall be charged no more than one dollar (\$1.00) per day;
 3. Persons twelve (12) years of age and older shall be charged no more than two dollars (\$2.00) per day.

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

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

A. CITY reserves the rights to all advertising, signs and signage on and sponsorships of all fields, facilities, premises and appurtenances. No sale, lease or donation of advertising, sign, signage or sponsorship by the LEAGUE shall be permitted, valid or

binding without the express written permission or consent of the CITY'S Elective Commission, which may be withheld at its sole discretion.

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

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

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

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

whether that negligence is a sole or a concurring cause of the injury, death or damage. The LEAGUE further agrees to handle and defend at its own expense, on behalf of CITY and in CITY'S name, any claim or litigation in connection with any such injury, death or damage and the liability of the LEAGUE under such indemnity shall be limited to the coverage available to the LEAGUE and to CITY under the policy furnished by the LEAGUE to CITY.

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

717 South E. Street, Harlingen, Texas 78550

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

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

X. LEAGUE shall annually furnish to City:

1. A copy of its tax-exempt, non-profit status under Section 501(c) of the United States

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

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

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

WITNESS OUR HAND THIS _____ DAY OF _____, 2024.

CITY OF HARLINGEN

BY: _____

Gabriel Gonzalez, CPM, City Manager

ATTEST:

BY: _____

Amanda Elizondo, City Secretary

Harlingen United Futbol Club

BY: _____
League Representative

10(x)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 2, 2024**

Agenda Item:

Consideration and possible action to approve a contract with Elizabeth Rose Flores to provide water aerobics classes at Pendleton Park Pool and authorize the City Manager to execute the Agreement. Attachment **(Parks & Recreation)**

Prepared By : Javier Mendez

Title: Director of Parks and Recreation

Signature: *Javier Mendez*

Brief Summary:

Summary

The contract with Rose Flores to conduct water aerobics classes expired on September 30, 2023. Mrs. Flores conducts water aerobics during the 9:00 am to 10:00 am time slot, Monday, Wednesday, & Fridays. The Parks and Recreation Advisory Board on September 17, 2024, recommended approving an agreement with Rose Flores for an additional 12 months.

Currently as consideration for the use of the pool we collect \$200 a month from Mrs. Flores, plus she is required to carry the City's minimum required insurance coverage for the term of the agreement.

Staff recommends approval of the agreement.

Staff Recommendation:

Staff recommends to the City Commission to approve the contract with Elizabeth Rose Flores to provide water aerobics classes at Pendleton Park Pool and authorize the City Manager to sign the agreement.

City Manager's approval:

AG

☒ Yes

☐ No

☐ N/A

Comments:

City Attorney's approval:

MA

☒ Yes

☐ No

☐ N/A

CONTRACTUAL AGREEMENT

This contract, made this 18th day of October 2023 by and between **CITY OF HARLINGEN**, a Municipal Corporation situated in Cameron County, Texas, and acting herein by and through its duly authorized City Manager, hereinafter designated as "**CITY**", having its principal administrative offices at 118 E. Tyler Street, Harlingen, Texas 78550, and Elizabeth Rose Flores, hereinafter referred to as "**CONTRACTOR**", an individual(s) residing at 2214 Horseshoe Circle, Harlingen, Texas 78550.

NOW, THEREFORE, for and in consideration of the services and mutual promises of the parties and the mutual benefits they will gain by their performance thereof, all in accordance with the provisions hereinafter set forth, **CITY** and **CONTRACTOR**, agree as follows:

I.

PROVISIONS OF SERVICES

Elizabeth R. Flores will serve as **CONTRACTOR** for Water Aerobics Instruction for the enjoyment of Pendleton Park Pool Guest. Water Aerobics will be conducted at the city facility known as Pendleton Park Pool. **CONTRACTOR** shall be responsible for providing supplies, materials or equipment needed to instruct aerobics. **CONTRACTOR** will be allowed to use the city pool at Pendleton Park, 1427 Morgan Blvd on Mondays, Wednesdays, and Fridays in the mornings from 9 a.m. to 10 a.m.

In the event where participants do not know how to swim, said participants are required to stay in the shallow end of the pool. Participants who cannot swim are not allowed to go past the 4 ft area where the water reaches their shoulders.

II.

TERM OF AGREEMENT

The term of this agreement is for one (1) year and will begin on the 2nd day of October 2024 and end on the 30th day of September 2025.

III.

COMPENSATION

Consideration to be paid to the **CITY** for the use of the Pendleton Park Pool is Two Thousand Four Hundred Dollars (\$2,400.00) annually and payable in 12 monthly installments of Two Hundred Dollars (\$200.00). Said monthly sums shall be due the 1st day of each month and payable to the **CITY** at the office of the Parks and Recreation of said **CITY** at 502 E. Tyler, Harlingen Texas. The **CONTRACTOR** agrees to pay twenty-five dollars (\$25.00) as penalties each month payment is delinquent. This penalty will apply after the tenth (10th) day of each month.

In the event the pools are ordered closed by the City for seven (7) days or longer due to a national pandemic or major disaster, payment to the city may be prorated or suspended with approval from City Management.

IV.

FACILITIES & OPERATION

By virtue of this agreement, the **CONTRACTOR** is to have use of said facilities for the term subject to the following terms and conditions:

- A. Use of the facility shall be limited to the dates and hours set forth in Section I PROVISIONS OF SERVICES.
- B. The use of said facility by **CONTRACTOR** shall be for the sole purpose of promoting and conducting activity of Water Aerobics.
- C. **CONTRACTOR** will not use the facility for any activities other than the basic use described above and related scheduled activities without prior consent of the Parks and Recreation Director.
- D. The **CONTRACTOR** agrees not to use the facility for any unlawful purposes. **CONTRACTOR** agrees to comply with all City Ordinances and regulations and the laws of the State of Texas.
- E. **CONTRACTOR** shall discourage unsafe practices and enforce and encourage all city rules.
- F. Concession operations must meet all applicable **CITY** health codes and any other requirements of the **CITY** in this regard including, but not limited to:
 - 1. Alcoholic beverages in all Municipal Parks are prohibited.
 - 2. Sale of any items in glass containers is prohibited.
- G. It is further covenanted and agreed that no concession on said facility will be granted by **CONTRACTOR** to any person (s), corporation or other entity without prior written approval of the Parks and Recreation Director.
- H. **CITY** shall have the right to make the facility available, subject to the **CONTRACTOR's** schedule (inclusive of any rainout or other rescheduled dates), to any City, School, Civic Group, or Association which desires the use of said facility for any event or program for City, non-profit, and/or charitable purposes, provided that any such use shall not conflict with a previously scheduled permitted event or program. Use of the facility for above-mentioned uses shall be subject to **CITY** policies regarding such activities and to prior approval by Parks and Recreation Director.
- I. **CITY** shall have the right to take over/use of the facility if the City Manager declares an emergency or public necessity.
- J. **CONTRACTOR** shall bear all incidental costs needed to operate said **CONTRACT** hereunder:
 - 1. Where installed, **CITY** agrees to provide utilities (except as noted below); maintain facility, lights, etc. as is customary in the ordinary course of public maintenance.
 - 2. **CONTRACTOR** shall provide at own expense (when applicable), attendants, and aquatic equipment.
 - 3. **CONTRACTOR** is responsible for picking up all trash and waste generated or created by any aspect of the **CONTRACTOR's** operation and use of **CITY** facilities, including, but not limited to, attendance at **CONTRACTOR's** events.
 - 4. In the event of storms, hurricanes, high winds, or any other act of God, **CONTRACTOR** is responsible for the removal and safety of all participants from Aquatic facility. **CITY** shall have the right to vacate the aquatic facility during thunderstorms, when lightning is reported, or in the event the pool management deems it unsafe because of unclear water in the deepest end of the pool or if staff is unable to maintain a safe water quality.
 - 5. In the event the **CITY** vacates or closes the pool due to unsafe water quality, or circulation failure to the pools main filtration system, the **CITY** staff may relocate the **CONTRACTOR** to another time, pool facility or substitute that time at a later

date.

6. **CITY** shall provide lifeguards for all usage of city pools as is customary in the ordinary course of public administration.
7. In the event the **CITY** is short staffed, the **CITY** will temporarily suspend program activity, adjust program scheduling until adequate staffing is available.
- K. **CITY** reserves the rights to all advertising, signs and signage on and sponsorships of all fields, facilities, premises and appurtenances. No sale, lease or donation of advertising, sign, signage, or sponsorship by the **CONTRACTOR** shall be permitted, valid or binding without the express written permission or consent of the City's Elective Commission, which may be withheld at its sole discretion.
- L. In the event of a national pandemic, the scheduled times and lane availability may change in efforts to protect all parties as well as maintain accordance with City or State regulations. The term of the agreement will not be extended if the **CITY** orders the facilities closed or there are occupancy restrictions due to a major disaster or a national pandemic.
- M. The **CONTRACTOR** will be responsible for all participants wearing proper swimwear. For females a proper one or two piece or proper burkini is required. For males, proper trunks or jammers are required when using the pool. Only water shoes specifically made for the water may be used when in the pool (such as water socks, water shoes, and swim fins ECT.). Anyone at any age who cannot control bowel movements must wear proper swim diapers.

V.

PROFESSIONAL LIABILITY

In connection with the services provided under this Agreement, **CONTRACTOR** will indemnify and hold **CITY**, the Harlingen Parks and Recreation, its officials, officers, deputies, agents, and employees, harmless for any and all claims, lawsuits, legal expenses and other costs related to the performance or non-performance of this Agreement.

VI

INSURANCE

In order to insure **CONTRACTOR'S** obligation pursuant to this paragraph, **CONTRACTOR** shall obtain and maintain during the term hereof a Commercial General Liability Insurance policy covering all operations and services under this Contract with limits for damages claimed by any person or organization for care, loss of services or death resulting at any time from the bodily injury and property damage combined in the amount of not less than ONE MILLION DOLLARS (\$1,000,000.00) Per Occurrence and TWO MILLION DOLLARS (\$2,000,000.00) Aggregate. Commercial General Liability insurance shall be written to include, on an occurrence basis, bodily injury and property damage losses resulting from (1) conditions of the premises, (2) business operations, (3) product liability, (4) completed operations and (5) operations of independent contractors. **CONTRACTOR** shall procure and maintain Worker's Compensation insurance and shall include Employer's Liability Insurance of at least FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for Disease-Policy Limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for Disease-Each Employee. The insurer shall waive all rights of subrogation against **CITY**, its officials, employees, and volunteers for losses arising from the activities under this contract. Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits without thirty (30) days prior written notice first having been provided to **CITY**. Insurance is to be placed with

insurers with a Best Rating of less than A. The insurance company must be duly authorized to do business in the State of Texas. A certificate of insurance reflecting the above required insurance coverage and limits of liability must be provided to the **CITY** prior to the annual renewal date of policy. The certificate should include the endorsement naming **CITY**, as an additional insured. Certificate of Insurance shall be forwarded to: **RISK MANAGER, CITY OF HARLINGEN, 118 E. TYLER, P. O. BOX 2207, HARLINGEN, TEXAS 78551**. In the event **CONTRACTOR** permits such insurance to expire or lapse during the term of this contract, **CITY** shall have the right to terminate this agreement by giving thirty (30) days written notification thereof by registered certified mail to **CONTRACTOR**.

VII.

ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties. Any oral representations or modifications concerning this agreement will be of no force effect unless a subsequent modification in writing is signed by the parties. This Agreement may be amended, provided that no amendment, modification, or alteration of the terms of this Agreement will be binding unless the same is in writing and duly executed by the parties hereto.

VIII.

BREACH OF OBLIGATION

This Agreement is entire as to all the performances to be rendered under it. Breach of any obligations to be performed by either party will constitute a breach of the entire Agreement and will give the other affected party the right to terminate this Agreement.

IX.

TERMINATION

Either party, by giving ten (10) days written notice to the other party, may terminate this contract at any time and for no reason.

X.

ASSIGNMENT

This Agreement shall not be assignable or sub-concessioned at all in whole or in part by **CONTRACTOR** without the consent and approval of **CITY**, set forth in writing and signed by both parties. Any assignee or sub-concessionaire will be bound by the terms of this contractual agreement and amendment, if any.

XI.

NOTICES

Any notice or writing required or permitted to be given under the terms of this Agreement will be regarded as delivered when a copy of the same has been delivered to the party entitled to receive it by Certified Mail, Return Receipt Requested, or by personal delivery at the address given below or such other address as a party may designate by written notice to the other party.

TO CONTRACTOR: Elizabeth Rose Flores
2214 Horseshoe Circle
Harlingen, Texas 78550

TO CITY: Gabriel Gonzalez, City Manager
City of Harlingen
118 E. Tyler
Harlingen, Texas

XII.

RELATIONSHIP OF PARTIES

CONTRACTOR is acting as an independent contractor and is wholly responsible for the duties as identified in Paragraph I, Provision of Services. No joint venture, partnership, or agency exists between **CITY** and **CONTRACTOR**, nor will one be implied by the terms of this Agreement.

XIII.

INVALIDITY OF PARTICULAR PROVISIONS

If any section, paragraph, sentence, or phrase hereof is held to be illegal or unenforceable by a court of competent jurisdiction, such illegality or unenforceability shall not affect the remainder of this agreement."

XIV.

LAW GOVERNING VENUE

This Agreement shall not be assignable without the express written consent of **CITY**. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, and the obligations and undertakings of each of the parties to this Agreement will be performable in Cameron County, Texas. The parties agree that Cameron County, Texas shall be the proper place for any litigation between the parties hereto and that Texas law shall govern the interpretation of the provisions hereof.

WITNESS OUR HANDS THIS ____ DAY OF _____, 2024

CITY OF HARLINGEN

BY: _____
Gabriel Gonzalez, City Manager

ATTEST:

BY: _____
Amanda C. Elizondo, City Secretary

CONTRACTOR

BY: _____
Elizabeth Rose Flores

10(y)

City of Harlingen
Agenda Item Request Form

We, hereby request the following item to be added to the October 2, 2024, City Commission Agenda:

Consideration and possible action to implement a Neighborhood Revitalization Project:
(This item was tabled at the Regular City Commission Meeting of September 18, 2024)

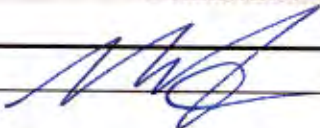

Daniel N. Lopez, Commissioner Dist. 2


Ford Kinsley, Commissioner Dist. 1

10 (2)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 2, 2024**

Agenda Item:
Consideration and possible action to authorize the Mayor to execute a resolution of the City Commission for the City of Harlingen, Texas, expressing its nomination for Appraisal District Directors for the Cameron Appraisal District Board of Directors. Attachment (<i>City Manager</i>).
Prepared By: Gabriel Gonzalez, City Manager
Brief Summary:
Funding (if applicable):
Are funds specifically designated in the current budget for the full amount (Yes/No): *If no, specify source of funding and amount requested:
Finance Director's approval (Yes/No/NA):
Staff Recommendation:
City Manager approval: 
Comments:
City Attorney's approval: 

RESOLUTION NO: 2024-_____

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HARLINGEN, TEXAS EXPRESSING ITS NOMINATION FOR APPRAISAL DISTRICT DIRECTORS FOR THE CAMERON APPRAISAL DISTRICT BOARD OF DIRECTORS:

WHEREAS, the City Commission for the City of Harlingen, Texas, is authorized to make nominations for each position to be filled in the Cameron Appraisal District Board of Directors; and

WHEREAS, these directors shall serve a term beginning January 1, 2025, and that all taxing entities associated with the Cameron Appraisal District are authorized to nominate up to five (5) individuals for said Board; and

WHEREAS, the City of Commission for the City of Harlingen, Texas, must submit the names of the nominees by written resolution to the Chief Appraiser by October 15, 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION FOR THE CITY OF HARLINGEN, TEXAS, that the name(s) of:

Name(s) of Nominee(s)

is/are hereby nominated by the City Commission for the City of Harlingen, Texas, to the Cameron Appraisal District Board of Directors.

FURTHERMORE, the City Commission for the City of Harlingen, Texas, directs the Chief Appraiser to submit said nomination(s) for consideration by all taxing entities within the Cameron Appraisal District in the upcoming district appointments.

PASSED AND APPROVED this 2ND day of October, 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

CAMERON APPRAISAL DISTRICT



September 9, 2024

Ms. Norma Sepulveda, Mayor
City of Harlingen
P.O. Box 2207
Harlingen, TX 78551

 **COPY**

Dear Ms. Sepulveda:

The initial step for the five (5) members appointed by the participating entities is for the taxing unit to nominate, by resolution, candidate(s) for the voting entitlement. The deadline to submit your resolution nominating a candidate(s) for the Board of Directors of the Cameron Appraisal District is **October 14**. Please note that each taxing unit that is entitled to vote may nominate one candidate for each position to be filled.

Once you have adopted your resolution, please forward it to the Chief Appraiser as soon as possible. For your convenience, I have attached a sample resolution which you may use, or you may submit one prepared by your office.

The "Official Ballot" will be prepared and forwarded to all taxing units entitled to vote before October 30, when the voting will commence. The results will be announced before December 31.

Should you have any questions, please do not hesitate to contact me.

Sincerely,


Richard Molina, RPA
Chief Appraiser

CC: Mr. Gabriel Gonzalez, CPM
City Manager

Attachment (Sample Resolution)

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL FOR
THE CITY OF (NAME OF ENTITY)
EXPRESSING ITS NOMINATION FOR APPRAISAL DISTRICT DIRECTORS
FOR THE CAMERON APPRAISAL DISTRICT
BOARD OF DIRECTORS:**

WHEREAS, the City Council for the City of (NAME OF ENTITY) is authorized to make nominations for each position to be filled in the Cameron Appraisal District Board of Directors; and

WHEREAS, these directors shall serve a term beginning January 1, 2025, and that all taxing entities associated with the Cameron Appraisal District are authorized to nominate up to five (5) individuals for said Board; and

WHEREAS, the City Council for the City of (NAME OF ENTITY) must submit the names of the nominees by written resolution to the Chief Appraiser by **October 15, 2024**.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF (NAME OF ENTITY) TEXAS, that the name(s) of:

(Name(s) of Nominee(s))

is/are hereby nominated by the City Council for the City of (NAME OF ENTITY) to the Cameron Appraisal District Board of Directors.

FURTHERMORE, the City Council for the City of (NAME OF ENTITY) directs the Chief Appraiser to submit said nomination(s) for consideration by all taxing entities within the Cameron Appraisal District in the upcoming district appointments.

PASSED AND APPROVED this _____ day of _____, 2023.

Mayor City of (NAME OF ENTITY)

ATTEST:

City Clerk

Hermelinda Gonzales

From: Robert Rodriguez
Sent: Monday, September 16, 2024 11:49 AM
To: Hermelinda Gonzales
Subject: David Argabright - Cameron Appraisal District Board

David Argabright

VICE-CHAIRPERSON

Board Members

David Garza

CHAIR PERSON

David Argabright

VICE-CHAIRPERSON

Jesse Villarreal

SECRETARY

Gloria Casas

BOARD MEMBER

Frank Davalos, Jr.

BOARD MEMBER

Eddie Garcia

BOARD MEMBER

Rosalinda G. Garcia

BOARD MEMBER

Alan T. Ozuna

BOARD MEMBER

Ruben Martinez

BOARD MEMBER

Philip T. Cowen

ELECTED BOARD MEMBER

Ricardo "Ricky" de la Garza

ELECTED BOARD MEMBER

Alejandro Garcia-Moreno

ELECTED BOARD MEMBER

Tony Yzaguirre, Jr.

EX-OFFICIO

Thank you,

Robert Rodriguez
Finance Director
City of Harlingen
Harlingen, Texas 78550
robertr@harlingentx.gov
(956) 216-5064



This e-mail may contain confidential and/or privileged information. If you are not an addressee or otherwise authorized to receive this message, you should not use, copy, disclose or take any action based on this e-mail or any information contained in this message. If you have received this material in error, please advise the sender immediately by reply e-mail and delete this message.

10(aa)

**AGENDA ITEM
EXECUTIVE SUMMARY**

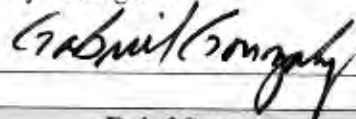
Meeting Date: **October 2, 2024**

Agenda Item:

Consideration and possible action to approve action/findings required by Chapter 2254 of the Texas Government Code; and approval of a contract for municipal court fines and fees collection services with Linebarger Goggan Blair & Sampson, LLP as special counsel to perform all legal services necessary to collect unpaid fines, fees and court costs as provided by Texas Code of Criminal Procedure Article 103.0031; and authorize the execution of such agreement.

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

Signature:



Brief Summary:

The Agreement for the collection of fees and fines by Linebarger will terminate on November 2024. This Agreement is for the continuation of collections for fees and fines by Linebarger for a one year term with a renewal of 1-2 years. As a reminder, the collection rate is set by state statute at 30%.

Funding (if applicable):

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

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

Finance Director's approval:

☐ Yes ☐ No ☐ N/A

Staff Recommendation:

City Manager's approval:



☒ Yes ☐ No ☐ N/A

Comments:

City Attorney's approval:



☒ Yes ☐ No ☐ N/A

ACTION APPROVING CONTRACT
WITH LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

After having provided adequate notice as required by Sec. 2254.1036 of the Texas Government Code, the Contract for Fines and Fees Collection Services with Linebarger Goggan Blair & Sampson, LLP is approved and the Mayor is authorized to execute this Agreement.

After exercising its due diligence, the City of Harlingen finds that:

1. There is a substantial need for the legal services to be provided pursuant to the Contract for Fines and Fees Collection Services;
2. These legal services cannot be adequately performed by the attorneys and supporting personnel of the city at a reasonable cost;
3. These legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the collection fee authorized by Tx Code of Criminal Procedure Art. 103.0031 and because the city does not have the funds to pay the estimated amounts required under a contract only for the payment of hourly fees;
4. Linebarger Goggan Blair & Sampson, LLP, is well qualified and competent to perform the legal services required to comply with the terms of this contract;
5. Linebarger Goggan Blair & Sampson, LLP has provided these specialized legal services to the City of Harlingen in the past and the city has been well satisfied with the quality and outcome of the legal services provided.
6. The contract with Linebarger Goggan Blair & Sampson, LLP is the result of an arm's length transaction between the city and Linebarger Goggan Blair & Sampson, LLP and is fair and reasonable.

PASSED, APPROVED and ADOPTED this 2nd day of October, 2024.

City of Harlingen

BY: _____

Norma Sepulveda
Mayor

ATTEST:

Amanda C. Elizondo,
City Secretary

Contract for Fines and Fees Collection Services

STATE OF TEXAS

COUNTY OF CAMERON

THIS CONTRACT (hereinafter "AGREEMENT") is made and entered into by and between the City of Harlingen, acting herein by and through its governing body, hereinafter styled "CLIENT", and Linebarger Goggan Blair & Sampson, LLP, hereinafter styled "FIRM".

Article I

Nature of Relationship and Authority for Contract

1.01 The parties hereto acknowledge that this AGREEMENT creates an attorney-client relationship between CLIENT and FIRM.

1.02 The CLIENT hereby employs the FIRM to provide the services hereinafter described for compensation hereinafter provided.

1.03 This AGREEMENT is entered into pursuant to and as authorized by Subsection (a) of ART. 103.0031, Texas Code of Criminal Procedure.

Article 2

Scope of Services

2.01 CLIENT agrees to employ and does hereby employ FIRM to provide specific legal services provided herein and enforce the collection of delinquent court fees and fines that are subject to this AGREEMENT, pursuant to the terms and conditions described herein. Such legal services shall include but not be limited to recommendations and legal advice to CLIENT to take legal enforcement action; representing CLIENT in any dispute or legal challenge over authority to collect such court fees and fines; defending CLIENT in litigation or challenges of its collection authority; and representing CLIENT in collection interests in bankruptcy matters as determined by FIRM and CLIENT. This AGREEMENT supersedes all prior oral and written agreements between the parties regarding court fees and fines, and can only be amended if done so in writing and signed by all parties. Furthermore, this contract cannot be transferred or assigned by either party without the written consent of all parties.

2.02 The CLIENT may from time-to-time specify in writing additional actions that should be taken by the FIRM in connection with the collection of the fines and fees that are subject to this AGREEMENT. CLIENT further constitutes and appoints the FIRM as CLIENT's attorneys to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to pursue collection of the CLIENT's claims.

2.03 Fines and fees that are subject to this AGREEMENT are those that are more than sixty (60) days past due as of the effective date hereof and those that become more than sixty (60) days past due during the term hereof. As used in this section, "more than 60 days past due" has that meaning assigned by Subsection (f) of Art. 103.0031, Texas Code of Criminal Procedure [as amended by Senate Bill 782, 78th Legislature (2003), effective

June 18, 2003]. The meaning assigned to the phrase "more than 60 days past due" shall, for the term and purposes of this AGREEMENT, survive any future amendments to, or repeal of, Article 103.0031, Texas Code of Criminal Procedure, or any parts thereof.

2.04 The CLIENT agrees to provide to the FIRM data regarding any fines and fees that are subject to this AGREEMENT. The data shall be provided by electronic medium in a file format specified by the FIRM. The CLIENT and the FIRM may from time-to-time agree in writing to modify this format. The CLIENT shall provide the data to the FIRM not less frequently than weekly.

2.05 The FIRM, in all communications seeking the collection of fines and fees, shall direct all payments directly to the CLIENT at an address designated by the CLIENT. If any fines and fees are paid to the FIRM, said payments shall be expeditiously turned over to the CLIENT.

Article 3 *Compensation*

3.01 The CLIENT agrees to pay the FIRM as compensation for the services required hereunder a collection fee as set forth in Texas Code of Criminal Procedure § 103.0031; specifically:

(a) Zero (0%) percent of all the fines and fees subject to the terms of this AGREEMENT as set forth in Section 2.03 above that are collected by the CLIENT during the term of this AGREEMENT and that were incurred under Art. 103.0031(a)(2), Texas Code of Criminal Procedure, because of the commission of a criminal or civil offense committed before June 18, 2003; and

(b) The statutory add on fee under Tex. Code of Criminal Procedure, Art. 103.0031 calculated as that fee which is equal to Thirty (30%) percent of the debts and accounts which were; (a) ordered paid by the City of Harlingen Municipal Court pursuant to Tex. Code of Criminal Procedure 103.0031(c), and (b) more than 60 days past due and referred to FIRM for collection, and (c) actually collected as unpaid municipal court fines, municipal court fees, municipal court costs, forfeited bonds and restitution and after (d) deducting any partial credit for time served or community service which was applied to any reduction and (e.) after applying any further reductions allowed by any plea bargain or collection agreement on a pro rata basis based on monies actually collected.

(Example: Judge assesses total fine and fee of \$100.00 dollars, but defendant fails to pay fine for 75 days, case is referred to FIRM for collection and a \$33.00 statutory add on fee is assessed, thereby increasing the amount technically owed to \$133.00 (\$100 fine and fee plus \$33.00 dollar statutory add on /collection fee). Defendant fails to pay for one year but subsequently comes into court and claims they can't pay the \$133.00 owed. The City agrees to reduce the total fines and fees which must be paid by the Defendant to \$75.00 in order get the case closed out. The maximum possible collection fee on the \$75.00 (assuming 100% of the \$75.00 were actually collected) would be \$19.23, (or calculated as follows: $\$75.00 = 3y + (3y \times 30\%)$.) The actual collection fee owed to FIRM would be calculated based on monies actually collected by City.)

(c) The statutory collection fee will be also subject to any further reductions provided by Texas Code of Criminal Procedure 103.0031.

3.02 The CLIENT shall pay the FIRM by the twentieth day of each month all compensation earned by the FIRM for the previous month as provided in this Article 3. The CLIENT shall provide an accounting showing all collections for the previous month with the remittance.

Article 4

Intellectual Property Rights

4.01 The CLIENT recognizes and acknowledges that the FIRM owns all right, title and interest in certain proprietary software that the FIRM may utilize in conjunction with performing the services provided in this AGREEMENT. The CLIENT agrees and hereby grants to the FIRM the right to use and incorporate any information provided by the CLIENT ("CLIENT Information") to update the databases in this proprietary software, and, notwithstanding that CLIENT Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the CLIENT shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the CLIENT shall be entitled to obtain a copy of such data that directly relates to the CLIENT's accounts at any time.

4.02 The FIRM agrees that it will not share or disclose any specific confidential CLIENT Information with any other company, individual, organization or agency, without the prior written consent of the CLIENT, except as may be required by law or where such information is otherwise publicly available. It is agreed that the FIRM shall have the right to use CLIENT Information for internal analysis, improving the proprietary software and database, and generating aggregate data and statistics that may inherently contain CLIENT Information. These aggregate statistics are owned solely by the FIRM and will generally be used internally, but may be shared with the FIRM's affiliates, partners or other third parties for purposes of improving the FIRM's software and services.

Article 5

Costs

5.01 The FIRM and CLIENT recognize that certain costs may be incurred in the process of providing any additional services contemplated in Section 2.02 above or in providing any special litigation services. The CLIENT agrees that all such costs shall be billed to the CLIENT, but that the FIRM will either (i) advance such costs on behalf of the CLIENT or, (ii) when possible, arrange with the vendor or agency providing the service that the costs of services will not be paid unless and until such costs are recovered by the CLIENT from the debtor.

5.02 The CLIENT acknowledges that the FIRM may provide such services with its own employees or with other entities or individuals who may be affiliated with the FIRM, but

the FIRM agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a third party.

5.03 The CLIENT agrees that upon the recovery of such costs, the CLIENT will (i) pay the FIRM for any such costs that have been advanced by the FIRM or performed by the FIRM and (ii) pay any third party agency or vendor owed for performing such services.

Article 6

Term and Termination

6.01 This AGREEMENT shall be effective December 1, 2024 (the "Effective Date") and shall expire on November 30, 2027 (the "Expiration Date") unless extended as hereinafter provided.

6.02 Unless prior to sixty (60) days before the Expiration Date, the CLIENT or the FIRM notifies the other in writing that it does not wish to continue this AGREEMENT beyond its initial term, this AGREEMENT shall be automatically extended for an additional one year period without the necessity of any further action by either party. In the absence of any such sixty (60) day notice by either the CLIENT or the FIRM, the AGREEMENT shall continue to automatically renew for additional and successive one-year terms in the same manner at the end of each renewal period.

6.03 If, at any time during the initial term of this AGREEMENT or any extension hereof, the CLIENT determines that the FIRM's performance under this AGREEMENT is unsatisfactory, the CLIENT shall notify the FIRM in writing of the CLIENT's determination. The notice from the CLIENT shall specify the particular deficiencies that the CLIENT has observed in the FIRM's performance. The FIRM shall have sixty (60) days from the date of the notice to cure any such deficiencies. If, at the conclusion of that sixty (60) day remedial period, the CLIENT remains unsatisfied with the FIRM's performance, the CLIENT may terminate this AGREEMENT effective upon the expiration of thirty (30) days following the date of written notice to the FIRM of such termination ("Termination Date").

6.04 Whether this AGREEMENT expires or is terminated, the FIRM shall be entitled to continue to collect any items and to pursue collection of any claims that were referred to and placed with the FIRM by the CLIENT prior to the Termination Date or Expiration Date for an additional ninety (90) days following termination or expiration. The CLIENT agrees that the FIRM shall be compensated as provided by Article 3 for any such item or pending matters during the ninety (90) day period.

6.05 The CLIENT agrees that the FIRM shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article 5 when such costs are recovered by or on behalf of the CLIENT, regardless of the date recovered. It is expressly agreed that neither the expiration nor the termination of this AGREEMENT constitutes a waiver by the FIRM of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of any ninety (90) day period under Section 6.04 does not constitute any such waiver by the FIRM.

Article 7
Miscellaneous

7.01 Subcontracting. The FIRM may from time-to-time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, the FIRM will retain supervisory control and responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor.

7.02 Integration. This AGREEMENT contains the entire AGREEMENT between the parties hereto and may only be modified in a written amendment, executed by both parties.

7.03 Existing Contract Superseded. This agreement supersedes and replaces any existing agreement between the parties governing the same services addressed herein.

7.04 Representation of Other Governmental Entities. The CLIENT acknowledges and consents to the representation by the FIRM of other governmental entities that may be seeking the payment of fines and fees or other claims from the same person(s) as the CLIENT.

7.05 Notices. For purposes of sending any notice under the terms of this contract, all notices from CLIENT shall be sent to FIRM by certified United States mail, or delivered by hand or by courier, and addressed as follows:

Linebarger Goggan Blair &
Sampson, LLP
Attention: Director of CMS
PO Box 17428
Austin, Texas 78760-7428

Linebarger Goggan Blair &
Sampson, LLP
Attn: Managing Partner
35 Providencia Ct.
Brownsville, Texas 78526

All notices from the FIRM to the CLIENT shall be sent to CLIENT by certified United States mail, or delivered by hand or by courier, and addressed as follows:

City of Harlingen
Attn: City Secretary
118 E. Tyler Avenue
Harlingen, Texas 78550

7.06 Compliance with Tx. Govt. Code §2271.002. In order to comply with Tx. Govt. Code §2271.002, the Firm verifies that it does not boycott Israel and will not boycott Israel during the term of the contract.

7.07 Compliance with Tx. Govt. Code §2252.151- .154. In order to comply with Tx. Govt. Code §2252.152, the Firm verifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law.

7.08 Compliance with Tx. Govt. Code §2274.001 - .002. In order to comply with Tx. Govt. Code §2274.002, the Firm verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract.

7.09 Compliance with Tx. Govt. Code §2274.001 - .002. In order to comply with Tx. Govt. Code §2274.002, the Firm verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and, will not discriminate during the term of the contract against a firearm entity or firearm trade association.

EXECUTED ON the 2nd day of October, 2024.

City of Harlingen

By: _____
Norma Sepulveda, Mayor

Linebarger Goggan Blair & Sampson, LLP

By: _____
Lucy G. Canales, Capital Partner

10 (bb)

**AGENDA ITEM
EXECUTIVE SUMMARY**

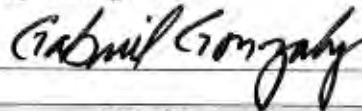
Meeting Date: **October 2, 2024**

Agenda Item:

Consideration and possible action to approve action/findings required by Chapter 2254 of the Texas Government Code; and approval of a resolution authorizing the imposition of a 15% penalty for collection costs on delinquent taxes for tax year 2024 and subsequent years; and approval of a contract for tax collection services with Linebarger Goggan Blair & Sampson, LLP as special counsel to perform all legal services necessary to collect delinquent property taxes; and authorize the execution of such agreement.

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

Signature:



Brief Summary:

The Agreement with Linebarger Goggan Blair & Sampson, LLP expires in November of this year. As part of the renewal that I have discussed with Linebarger, they have agreed to reduce their fees from 20% to 15% for the collection of delinquent taxes. I am recommending a renewal of the contract for one year with up to 1-2 years of renewals for the collection of delinquent taxes. As a reminder, the fees for the collection of delinquent taxes are not paid for by the city but by the citizen or business that owes the tax.

Funding (if applicable):

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

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

Finance Director's approval:

☐ Yes ☐ No ☐ N/A

Staff Recommendation:

City Manager's approval:



☒ Yes ☐ No ☐ N/A

Comments:

City Attorney's approval:



☒ Yes ☐ No ☐ N/A

**ACTION APPROVING CONTRACT
WITH LINEBARGER GOGGAN BLAIR & SAMPSON, LLP**

After having provided adequate notice as required by Sec. 2254.1036 of the Texas Government Code, the Agreement for Delinquent Tax Collection Services with Linebarger Goggan Blair & Sampson, LLP is approved and the Mayor is authorized to execute this Agreement.

After exercising its due diligence, the City of Harlingen finds that:

1. There is a substantial need for the legal services to be provided pursuant to the Agreement for Delinquent Tax Collection Services;
2. These legal services cannot be adequately performed by the attorneys and supporting personnel of the city at a reasonable cost;
3. These legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of delinquent tax penalties provided by Texas Tax Code Sections 6.30, 33.07, 33.08, 33.11, and 33.48 and because the city does not have the funds to pay the estimated amounts required under a contract only for the payment of hourly fees;
4. Linebarger Goggan Blair & Sampson, LLP, is well qualified and competent to perform the legal services required to comply with the terms of this contract;
5. Linebarger Goggan Blair & Sampson, LLP has provided these specialized legal services to the City of Harlingen in the past and the city has been well satisfied with the quality and outcome of the legal services provided.

6. The contract with Linebarger Goggan Blair & Sampson, LLP is the result of an arm's length transaction between the city and Linebarger Goggan Blair & Sampson, LLP and is fair and reasonable.

PASSED, APPROVED and ADOPTED this 2nd day of October, 2024.

City of Harlingen

BY: _____

Norma Sepulveda
Mayor

ATTEST:

Amanda C. Elizondo
City Secretary

**RESOLUTION OF THE CITY OF HARLINGEN AUTHORIZING THE IMPOSITION
OF A 15% PENALTY FOR COLLECTION COSTS ON DELINQUENT TAXES FOR
TAX YEAR 2024 AND SUBSEQUENT YEARS**

RECITALS

Whereas, Section 6.30 of the Texas Tax Code, as amended, authorizes the City of Harlingen, Texas, to provide for compensating an attorney up to 20% of the delinquent tax, penalty, and interest collected by the attorney;

Whereas, Sections 33.07, 33.08, and 33.11 of the Texas Tax Code, as amended, authorize the City of Harlingen, Texas, to impose additional penalties secured by a tax lien to defray the cost of collection, not to exceed the amount of the compensation specified in the contract with an attorney pursuant to Section 6.30 of the Texas Tax Code;

Whereas, the City of Harlingen, Texas, has contracted with Linebarger Goggan Blair & Sampson, LLP ("Linebarger") to collect its delinquent taxes pursuant to Section 6.30 of the Texas Tax Code, as amended;

Whereas, the contract provides that Linebarger's compensation shall be comprised of Section 33.07 penalties, Section 33.08 penalties, Section 33.11 penalties, and Section 33.48 attorney fees awarded to and collected by Linebarger, pursuant to each statute of the Texas Tax Code;

Whereas, the City of Harlingen, Texas, has agreed in the contract to impose Section 33.07, Section 33.08, and Section 33.11 penalties of 15% to offset the cost of delinquent tax collection efforts. Notwithstanding any other provision of this resolution, it is not intended to and it should not be construed so as to impose an additional penalty under Section 33.07 of the Texas Tax Code on any delinquent tangible personal property taxes that Section 33.11 of the Texas Tax Code forbids its application.

ORDER

**IT IS ORDERED, ADJUDGED, AND DECREED BY THE CITY OF
HARLINGEN, TEXAS THAT:**

Section 1. The matters and facts related in the preamble of this order are hereby found and determined to be true and correct.

Section 2. In connection with **2024** taxes that become delinquent before June 1, **2025**, and subsequent years' taxes, the City of Harlingen, Texas, hereby affirmatively imposes an additional 15% penalty pursuant to Tex. Tax Code § 33.07.

Section 3. In connection with **2024** taxes that become delinquent on or after June 1, **2025**, and subsequent years' taxes, the City of Harlingen, Texas, hereby affirmatively imposes an additional 15% penalty pursuant to Tex. Tax Code § 33.08.

Section 4. In connection with **2024** taxes that become delinquent on or after February 1, **2025**, and subsequent years' taxes imposed on tangible personal property, the City of Harlingen, Texas, hereby affirmatively imposes an additional 15% penalty pursuant to Tex. Tax Code § 33.11.

Section 5. The City of Harlingen, Texas Tax Assessor-Collector is authorized to mail notice of the delinquency and of the penalty to each property owner in accordance with Tex. Tax Code Sections 33.07, 33.08, and 33.11.

PASSED, APPROVED, AND ADOPTED this 2nd day of October, 2024.

CITY OF HARLINGEN, TEXAS

By: _____
Norma Sepulveda, Mayor

ATTEST/SEAL:

By: _____
Amanda C. Elizondo, City Secretary

Agreement for Tax Collection Services

STATE OF TEXAS

COUNTY OF CAMERON

This Agreement is made between Linebarger Goggan Blair & Sampson, LLP (hereinafter referred to as the "Firm") and the City of Harlingen, Texas (hereinafter referred to as the "Client").

Article I

Nature of Relationship

1.01 The parties hereto acknowledge that this Agreement creates an attorney-client relationship.

1.02 The Client hereby employs the Firm to provide the services hereinafter described for compensation hereinafter provided.

Article 2

Scope of Services

2.01 The Firm shall take reasonable and necessary actions to collect property taxes that are owed to the Client and that are subject to this agreement, as hereinafter provided.

2.02 The Client may from time-to-time specify in writing additional actions to be taken by the Firm in connection with the collection of taxes that are owed to the Client. Client further constitutes and appoints the Firm as Client's attorneys to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to prosecute the Client's claim for taxes.

2.03 Taxes owed to the Client shall become subject to this agreement upon the following dates, whichever occurs first:

(a) On February 1 of the year in which the taxes become delinquent if a previously filed tax suit is then pending against the property subject to the tax;

(b) On the date any lawsuit is filed with respect to the recovery of the tax if the tax is delinquent and is required to be included in the suit pursuant to TEX. TAX CODE § 33.42(a);

(c) On the date of filing any application for tax warrant where recovery of the tax or estimated tax is sought and where the filing of an application for tax warrant by the Firm is at the request of Client's Tax Assessor-Collector;

(d) On the date of filing any claim in bankruptcy where recovery of the tax is sought; or

(e) In the case of tangible personal property, on the 60th day after the February 1 delinquency date;
or

(f) On July 1 of the year in which the taxes become delinquent.

Article 3

Compensation

3.01 Client agrees to pay to the Firm, as compensation for the services required herein, as follows:

(a) fifteen (15%) percent of the amount of all 2004 and prior year taxes, penalty and interest subject to the terms of this contract as set forth in Paragraph 2.03 above, collected and paid to the collector of taxes during the term of this contract, as and when collected; and

(b) twenty (20%) percent of the amount of all 2005 through 2023 year, taxes, penalty and interest subject to the terms of this contract as set forth in Paragraph 2.03 above, collected and paid to the collector of taxes during the term of this contract, as and when collected; and

(c) fifteen (15%) percent of the amount of all 2024 and subsequent year taxes, penalty and interest subject to the terms of this contract as set forth in Paragraph 2.03 above, collected and paid to the collector of taxes during the term of this contract, as and when collected

3.02 The Client shall pay the Firm by the twentieth day of each month, all compensation earned by the Firm for the previous month as provided in this Article 3. All compensation above provided for shall become the property of the Firm at the time payment of the taxes, penalty and interest is made to the collector.

Article 4

Intellectual Property Rights

4.01 The Client recognizes and acknowledges that the Firm owns all right, title and interest in certain proprietary software that the Firm may utilize in conjunction with performing the services provided in this Agreement. The Client agrees and hereby grants to the Firm the right to use and incorporate any information provided by the Client ("Client Information") to update the databases in this proprietary software, and, notwithstanding that Client Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the Client shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the Client shall be entitled to obtain a copy of such data that directly relates to the Client's accounts at any time.

4.02 The Firm agrees that it will not share or disclose any specific confidential Client Information with any other company, individual, organization or agency, without the prior written consent of the Client, except as may be required by law or where such information is otherwise publicly available. It is agreed that the Firm shall have the right to use Client Information for internal analysis, purposes of improving the proprietary software and database, and to generate aggregate data and statistics that may inherently contain Client Information. These aggregate statistics are owned solely by the Firm and will generally be used internally, but may be shared with the Firm's affiliates, partners or other third parties for purposes of improving the Firm's software and services.

Article 5

Costs

5.01 The Firm and Client recognize that publication costs for citations and notices of sale and title abstract costs will be incurred in the process of providing the litigation services contemplated in this Agreement. All such costs shall be billed to the Client, in care of the Firm, and the Firm will advance the payment of such costs on behalf of the Client. Upon recovery of such costs from the defendants or from the tax sale of defendants' property, the Firm shall be reimbursed for the advance payment. Alternatively, the Firm may arrange with the vendor or agency providing the service that actual payment of the costs of services is wholly contingent upon recovery of such costs by the Client or the Firm from the defendants or from the tax sale of defendants' property. In such contingent arrangements, the Client has no responsibility or liability for payment or advancement of any costs, other than forwarding to the vendor or service provider any cost amounts received from defendants or from the tax sale of defendants' property.

5.02 The Client acknowledges that the Firm may provide services, such as title research, with its own employees or with other entities or individuals who may be affiliated with the Firm, but the Firm agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a third party. The Client agrees that upon the recovery of such costs, the Client will: (i) pay the Firm for any such costs which have been advanced by the Firm or performed by the Firm, and (ii) pay any third party agency or vendor owed for performing such services.

Article 6

Term and Termination

6.01 This Agreement shall be effective on December 1, 2024 (The "Effective Date") and shall expire on November 30, 2027 (the "Expiration Date") unless extended as hereinafter provided.

6.02 Unless prior to 60 days before the Expiration Date, the Client or the Firm notifies the other in writing that it does not wish to continue this Agreement beyond its initial term, this Agreement shall be automatically extended for an additional one-year period without the necessity of any further action by either party. In the absence of any such 60-day notice by either the Client or the Firm, the Agreement shall continue to automatically renew for additional and successive one-year terms in the same manner at the end of each renewal period.

6.03 If at any time during the initial term of this Agreement or any extension hereof, the Client determines that the Firm's performance under this Agreement is unsatisfactory, the Client shall notify the Firm in writing of the Client's determination. The notice from the Client shall specify the particular deficiencies that the Client has observed in the Firm's performance. The Firm shall have sixty (60) days from the date of the notice to cure any such deficiencies. If at the conclusion of that sixty-day remedial period, the Client remains unsatisfied with the Firm's performance, the Client may terminate this Agreement effective upon the expiration of thirty days following the date of written notice to the Firm of such termination ("Termination Date").

6.04 Whether this Agreement expires or is terminated, the Firm shall be entitled to continue to prosecute any tax suits, applications for tax warrants or bankruptcy claims pending on the Termination Date or Expiration Date for an additional six months following termination or expiration. The Client agrees that the Firm shall be compensated as provided by Article 3 for any base tax, penalties and interest collected in the pending matters during the six-month period.

6.05 The Client agrees that the Firm shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article 5 when such costs are recovered by or on behalf of the Client, regardless of the date recovered. It is expressly agreed that neither the expiration nor the termination of this Agreement constitutes a waiver by the Firm of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of any six-month period under Section 6.04 does not constitute any such waiver by the Firm.

Article 7

Miscellaneous

7.01 *Assignment and Subcontracting.* This Agreement is not assignable, provided however, the Firm may from time-to-time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, the Firm will retain supervisory control and responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor.

7.02 Arbitration. Any controversy between the parties to this Agreement involving the construction or application of any of the terms, covenants, or conditions of this Agreement shall, on the written request of one party served on the other, be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the Texas General Arbitration Act.

7.03 Integration. This Agreement contains the entire agreement between the parties hereto and may only be modified in a written amendment, executed by both parties.

7.04 Representation of Other Taxing Entities. The Client acknowledges and consents to the representation by the Firm of other taxing entities that may be owed taxes or other claims and be secured by the same property as the Client's claim.

7.05 Retention of Files. The Firm will retain the files created in the course of performing the Services specified in Article 2 above according to the following schedule. After the time periods specified in this Section, Client consents to the destruction of such files, so long as such destruction is undertaken in a manner to protect the confidentiality of any personal or private information contained therein.

Tax Warrant files: Five years from the date of issuance of a warrant.

Litigation files: Two years from the date of nonsuit or dismissal of a suit occurring prior to a final judgment.

Five years from the date of sale of the last property pursuant to the judgment or other satisfaction of the judgment.

Ten years from the date of filing of an abstract of judgment, or five years from the date of satisfaction of the judgment, whichever is earlier.

Bankruptcy Files: Two years from the date of dismissal of a bankruptcy proceeding or other order closing the case, or from satisfaction of a claim, whichever is earlier, with respect to Chapter 7 and 13 proceedings.

Three years from the date of dismissal of a bankruptcy proceeding or other order closing the case, or from satisfaction of a claim, whichever is earlier, with respect to Chapter 11 proceedings.

7.06 Notices. For purposes of sending any notice under the terms of this contract, all notices sent by CLIENT shall be sent to FIRM by certified United States mail, or delivered by hand or by courier, and address as follows:

Linebarger Goggan Blair & Sampson, LLP
Attention: Managing Partner
35 Providencia Ct.
Brownsville, TX 78526

All notices from the FIRM to the CLIENT shall be sent to CLIENT by certified United States mail, or delivered by hand or by courier, and addressed as follows:

City of Harlingen
City Secretary
118 E. Tyler Ave.
Harlingen, TX 78550

7.07 Compliance with Tx. Govt. Code §2271.002. In order to comply with Tx. Govt. Code §2271.002, the Firm verifies that it does not boycott Israel and will not boycott Israel during the term of the contract.

7.08 Compliance with Tx. Govt. Code §2252.151- .154. In order to comply with Tx. Govt. Code §2252.152, the Firm verifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law.

7.09 Compliance with Tx. Govt. Code §2274.001 - .002. In order to comply with Tx. Govt. Code §2274.002, the Firm verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract.

7.10 Compliance with Tx. Govt. Code §2274.001 - .002. In order to comply with Tx. Govt. Code §2274.002, the Firm verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and, will not discriminate during the term of the contract against a firearm entity or firearm trade association.

In consideration of the terms and compensation herein stated, the Firm hereby accepts said employment and undertakes the performance of this Agreement as above written. This Agreement is executed on behalf of the Firm and of the Client by the duly authorized persons whose signatures appear below.

City of Harlingen

**Linebarger Goggan Blair
& Sampson, LLP**

By: _____

Norma Sepulveda, Mayor

By: _____

Lucy G. Canales, Capital Partner

Date: _____

Date: _____

ATTEST:

Amanda C. Elizondo, City Secretary

10(cc)

**AGENDA ITEM
EXECUTIVE SUMMARY**

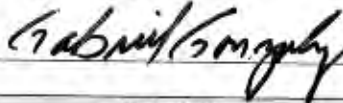
Meeting Date: **October 2, 2024**

Agenda Item:

Consideration and possible action to approve an amended Interlocal Cooperation Agreement between City of Harlingen and The University of Texas Rio Grande Valley for use of the Pavilion at the Harlingen Convention Center.

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

Signature:



Brief Summary:

The University of Texas Rio Grande Valley (UTRGV) has been using the parking area at the Soccer Complex since mid-August and during that time, there were several rain events, extreme heat conditions and no bathrooms available to the students. UTRGV wanted to use the pavilion area for the waiting area for their students, but this would have been problematic on Fridays and during the Summer. After a series of meetings with UTRGV to find possible solutions, they decided to rent the pavilion at the Harlingen Convention Center (HCC) and pay the fee of \$350 per day for its use. I have spoken to Javier at the HCC and he is willing to rent the pavilion at the negotiated rate. UTRGV may be installing picnic tables for the students during UTRGV's use of the facility.

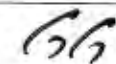
Funding (if applicable):

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

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

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

Staff Recommendation:

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

Comments:

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

**INTERLOCAL COOPERATION AGREEMENT BETWEEN CITY OF HARLINGEN
AND THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY**

This Interlocal Cooperation Agreement ("Agreement") is entered into effective October 2, 2024 ("Effective Date") by and between City of Harlingen, Texas ("CITY") a local government of the State of Texas, and The University of Texas Rio Grande Valley, an institution of higher education and agency of the State of Texas ("University"), pursuant to the provisions of the Texas Interlocal Cooperation Act ("Act"), Chapter 791, et seq., Texas Government Code. Individually, each of CITY and University are referred to as a "Party," and collectively CITY and University are referred to as the "Parties."

A. PURPOSE:

The Act provides authorization for a local government to contract with an institution of higher education to perform governmental functions and services under the terms of the Act. The purpose of this Agreement is to establish a park and ride location for University-operated transit routes utilizing City-owned property, including a parking lot and bus stop area, located at the Harlingen Convention Center, 701 Harlingen Heights Drive in Harlingen, Texas (the "City Property"). This Agreement will mutually benefit and increase the efficiency and effectiveness of the Parties by increasing ridership on University's transit routes and improving parking lot usage at the City Property.

B. STATEMENT OF SERVICES TO BE PERFORMED:

1. CITY will perform the following services ("Services"):

- 1.1. Allow use of the parking lot and bus stop area located at the City Property for the purpose of a park and ride for University-operated transit routes. A location map is shown in **Schedule A**.
- 1.2. Allow the general public, including University students and employees, to park in the parking lot at the City Property without a permit or other credential.
- 1.3. Provide lighting at the parking lot at the City Property.
- 1.4. City will allow UTRGV to place tables and chairs, or picnic tables within the pavilion. Neither the City nor BC Lynd will be responsible for theft or loss of the table and chairs or picnic tables.

2. University will perform the following services ("Services"):

- 2.1. Provide regularly scheduled public transit service at the bus stop area at the City Property. A copy of the proposed schedule, subject to change, is attached as **Schedule B**.
- 2.2. Publicize the bus stop as a "park and ride" service through University's transit route brochures and normal communication channels.
- 2.3. Collect data on passenger use of the park and ride at the City Property.

- 2.4. Maintain its standard insurance coverage on University transit vehicles. University will provide City with its standard proof of coverage on University's transit vehicles.
- 2.5. Pay the rental daily fee of \$350 for use of the Pavillion and Parking Lot. Said payment is to be made to the Harlingen Convention Center.

C. MUTUAL CONSIDERATION:

The Parties acknowledge and agree that this Agreement will increase the efficiency and effectiveness of the Parties. This Agreement will increase ridership on University's transit routes and improve parking lot usage at the City Property, as well as other good and valuable consideration, which fairly compensates University and CITY for their performance under this Agreement. Unless otherwise expressly provided in this Agreement, the Parties agree that no payments will be exchanged for the services or space use provided under this Agreement. To the extent any payments are made under this Agreement, they (1) are based on cost recovery, (2) will fairly compensate the Party for the services performed, and (3) will be made from current revenues available to the paying Party.

C. TERM:

The term of this Agreement begins on the Effective Date and expires on October 2, 2025, unless sooner terminated in accordance with the terms hereof. The term of this Agreement will be automatically extended on an annual basis, for an additional 12-month period(s), beginning on the anniversary of the Effective Date unless either party provides written notice of termination in accordance with the terms hereof.

D. NOTICES:

Except as otherwise provided in this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and will be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to University:

The University of Texas Rio Grande Valley
1201 W. University Drive
Edinburg, Texas 78539
Attention: Michael Mueller
Executive Vice President for Finance and Business Affairs, CFO
Email: evpfba@utrgv.edu

with copy to:

The University of Texas Rio Grande Valley
1201 W. University Drive
Edinburg, Texas 78539
Attention: Alex Valdez
Chief Procurement Officer
Fax: (956) 665-2164
Email: alex.valdez@utrgv.edu

If to CITY:

City of Harlingen
118 E. Tyler Ave.,
Harlingen, Texas 78550
Attention: Gabriel Gonzalez
City Manager
Email: ggonzalez@harlingentx.gov

with copy to:

Attention: _____

Email: _____

or such other person or address as may be given in writing by either party to the other in accordance with this Section.

E. TERMINATION:

Either party may terminate this Agreement upon thirty (30) days' advance written notice of termination to the other party.

F. SPACE USE LICENSE:

Subject to the terms and conditions of this Agreement and applicable state law, CITY grants University and University accepts from CITY, a non-exclusive license to use the parking lot and bus stop area at the City Property as shown in **Schedule A**, as well as a non-exclusive right to ingress and egress in and to the City Property.

G. OTHER PROVISIONS:

1. Access by Individuals with Disabilities. CITY represents and warrants ("EIR Accessibility Warranty") that the electronic and information resources and all associated information, documentation, and support that it provides to University under this MOU (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 CITY becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then CITY 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 CITY is unable to do so, then University may terminate this MOU and CITY will refund to University all amounts University has paid under this Agreement within thirty (30) days after the termination date.

2. Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, CITY agrees that any payments owing to CITY under this Agreement may be applied directly toward any debt or delinquency that CITY 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.

3. Venue; Governing Law. Cameron County, Texas will be the proper place of venue for suit on or in respect of this Agreement. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

4. Entire Agreement ; Modifications. This Agreement supersedes all prior agreements, written or oral, between CITY and University and will constitute the entire agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions will be binding upon the Parties and may not be waived, modified, amended or altered except by a writing signed by University and CITY.

5. Loss of Funding. Performance by a Party 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 that Party's governing board. If the Legislature fails to appropriate or allot the necessary funds to a Party, or a Party's governing board fails to allocate the necessary funds, then the Party that loses funding may terminate this Agreement without further duty or obligation under this Agreement.

6. State Auditor's Office. The Parties understand that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), 73.115(c) and 74.008(c), *Texas Education Code*. The Parties agree to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. To the extent applicable, the Parties will include this provision in all agreements with permitted subcontractors.

7. Assignment. This MOU is not transferable or assignable except upon written approval by University and CITY.

8. Severability. If any one or more of the provisions contained in this MOU will for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision thereof, and this MOU will be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

9. Public Records. It will be the independent responsibility of University and CITY to comply with the provisions of Chapter 552, *Texas Government Code* (the "*Public Information Act*"), as those provisions apply to the parties' respective information. University is not authorized to receive public information requests or take any action under the *Public Information Act* on behalf of CITY. Likewise, CITY is not authorized to receive public information requests or take any other action under the *Public Information Act* on behalf of University.

10. Warranties.

Each Party warrants that (1) this Agreement is necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has the authority to enter into this Agreement under authority granted in Chapter 791, *Government Code*; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Agreement; and (4) the representative signing this Agreement on its behalf is authorized by its governing body to sign this Agreement.

11. Contractual Relationship. This Agreement does not create any partnership, employee, fiduciary, insurance, or agency relationship between the Parties or any of their agents or employees. No party to this Agreement will be responsible for the acts of the other party or any other employee of the other party by virtue of this Agreement, except as may be decreed against that party by judgment of a court of competent jurisdiction. It is expressly understood and agreed that in the execution of this agreement, no party waives, nor shall be considered to waive, any immunity or defense otherwise available to it against any claims by third parties.

12. Limitations of Liability. This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither CITY nor University, via this agreement, waive governmental immunity from suit, or from liability, except as expressly set forth by the Texas Legislature in the Texas Government Code. The fact that City and University have entered into this Agreement shall not in any way, constitute a deliberate waiver of immunity by either entity, which immunities are expressly reserved by both parties. Neither CITY nor University waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims arising from third parties.

13. State Agency. CITY acknowledges that University is a State of Texas agency. No provision of this Agreement shall constitute nor is intended to constitute a waiver of University's, the Board of Regents of The University of Texas Systems' or the State of Texas' sovereign immunity to suit, limitation to liability under the Constitution and laws of the State of Texas or any other immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

14. Compliance with Laws. Each Party will comply with all applicable federal, state, and local laws, ordinances, and regulations in the performance of this Agreement, including applicable safety laws, ordinances and regulations.

Executed effective as of the Effective Date by the following duly authorized representatives of the Agreeing Parties:

The University of Texas Rio Grande Valley:

By: _____
 Name: Michael Mueller
 Title: Executive Vice President for Finance & Business Affairs, CFO
 Date: _____

Attach:
 Schedule A – Location Map
 Schedule B –

City of Harlingen:

By: _____
 Name: _____
 Title: _____
 Date: _____

UTRGV Agreement #

Schedule A

Location Map

Schedule B
Route Schedules

10 (dd)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 2, 2024**

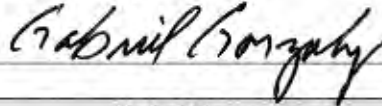
Agenda Item:

Consideration and possible action to reschedule the City Commission meeting set for October 16, 2024 to another date.

Prepared By (Print Name): Gabriel Gonzalez

Title: City Manager

Signature:



Brief Summary:

Mayor Sepulveda asked that I place this on the agenda since she and the Mayor Pro Tem will be in a conference in New Mexico for the 2024 City and County Fines and Fees Justice Conference where the City was invited to participate. The Conference is paying for this travel.

Funding (if applicable):

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

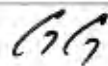
*If no, specify source of funding and amount requested:

Finance Director's approval:

☐ Yes ☐ No ☐ N/A

Staff Recommendation:

City Manager's approval:



☒ Yes ☐ No ☐ N/A

Comments:

City Attorney's approval:



☒ Yes ☐ No ☐ N/A