CITY COMMISSION
AGENDA
REGULAR MEETING
OCTOBER 2ND, 2019
@ 5:30 P.M.
CITY HALL, TOWN HALL, 2nd Floor
118 E. Tyler Street
Harlingen, Texas

Notice is hereby given that the above governmental body will hold a Regular Meeting on Wednesday, October 2nd, 2019 at 5:30 P.M. at City Hall, Town Hall Meeting Room, 2nd Floor, Harlingen, Texas.

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.

Invocation/City Commissioner Richard Uribe

Pledge of Allegiance/Welcome

Call Meeting to Order

Citizen Communication / Input

1) Board Recognition

2) Presentation by Cassandra Consiglio, Convention and Visitors Bureau, Director, regarding the duties and functions of the Convention Visitors Bureau Department. (CVB)

3) Approval of Minutes
   a) Regular Meeting of August 21, 2019

CONSEN T AGENDA

The following items are of a routine or administrative nature. The Council has been furnished with background material on each item and/or it has been discussed at a previous meeting. All items will be acted upon by one vote, without being discussed separately, unless requested by a Commission member. Items withdrawn from the Consent Agenda for individual consideration in their normal sequence will be heard after the remainder of the Consent Agenda has been acted upon.

4a) Consideration and possible action to approve a request from the Heroes RGV 2019 Planning Committee to close the following streets for their 5th Annual 5K Run/Walk with the Heroes Event, Saturday, October 12, 2019, Harlingen Downtown District from 6:00 a.m. to 12:00 p.m. Attachment (Police Dept.)
• West Jackson Avenue between 6th Street and South Commerce Street, up to alleyways North and South of Jackson Street
• North 1st Street / Arcadia Drive
• Arcadia Drive / East Grimes
• East Grimes / Ferguson Street
• Austin Street / 5th Street
• Curve from Washington Avenue / 3rd Street / 5th Street / Woodland Drive

b) Consideration and possible action to approve a request from the Rio Grande Valley Jaycees to close Jackson Street between 8th and "E" Street; and 8th Street to "E" Street between Van Buren and Monroe Avenue, Friday, December 6, 2019 from 4:30 p.m. to 9:00 p.m. for their 73rd Annual Jaycees Christmas Parade. Attachment (Police Dept.)

c) Consideration and possible action to approve a request from the Calvary Christian School to close East Williamson Ave. up to 7th Street, west to the end of the Calvary Christian School Parking Lot, Saturday, October 26, 2019, 5:00 p.m. to 9:00 p.m. for their 37th Annual CCS Fall Festival. Attachment (Police Dept.)

d) Consideration and possible action to approve a request from Jaime Rodriguez, Owner of Jaime Rodriguez Paint and Body Shop to close South "D" Street from Van Buren Avenue to the alleyway from 11:30 a.m. to 1:30 p.m., Thursday, November 7, 2019 for a donation of a vehicle by Progressive Insurance to a Veteran through the Keys to Progress Program Event. Attachment (Police Dept.)

e) Consideration and possible action to approve a request from St. Anthony Catholic Church to close certain sections of roadways/streets surrounding the Church property from 10:00 a.m. to 11:00 p.m., Saturday and Sunday, November 2nd and 3rd, 2019 for their Annual Fall Festival. Attachment (Police Dept.)

f) Consideration and possible action to approve a request from April Puente, Sponsor, with the Harlingen School of Health Professions Class of 2020 to close Phoenix Street and place barricades on Morgan Boulevard and Phoenix Street, Friday, October 8, 2019 from 6:00 p.m. to 8:00 p.m. for their 1st Annual Skeleton Run. Attachment (Police Dept.)

g) Consideration and possible action to approve a request from Veronica Hunt, Advisor for the Harlingen High School Student Council to close the streets noted below on Thursday, October 17, 2019 from 6:00 p.m. to 8:00 p.m. for their parade festivities and burning of the "H." Attachment (Police Dept.)

• North 13th Street (just North of the Rear Parking Lot of the school)
• North 13th Street and Marshall Avenue
• Marshall Avenue from 13th Street to North 7th Street
• Marshall Avenue and 9th Street
• 7th Street and Village Drive
• North 7th Street (just North of Village Drive)

h) Second and final reading to approve and adopt an ordinance authorizing the closure of a portion of the alley between 1st and 2nd Street for the reconstruction of the Harlingen Water Works System Parking Lot. Attachment (Harlingen Water Works System)
5) Consideration and possible action to approve an ordinance on first reading for a Specific Use Permit to allow an adult business (smoke shop) in a General Retail ("GR") District located at 216 N. Ed Carey Drive, Suite 6, bearing a legal description of 1.583 acres out of Vector Subdivision Unit 1. Applicant: Eyal Turgeman. Attachment (This item was tabled at the last Regular Meeting of September 18, 2019) (Planning & Zoning)

6) Consideration and possible action to approve an ordinance on first reading to rezone from Residential, Single Family ("R-1") District to Neighborhood Services ("NS") District for 0.891 of an acre out of Block 21, Howard Dixieland Heights Subdivision, located at 1401 Dixieland Road. Applicant: Ricardo Caballero. Attachment (This item was tabled at the last Regular Meeting of September 18, 2019) (Planning & Zoning)

7) Consideration and possible action to approve an ordinance on first reading to abandon and vacate a portion of a 1.0-foot non-access easement being 0.0006 acre of land (27 square feet) out of Lot 5, Arbor Health Subdivision, located at 1801 Atrium Place. Applicant: Jeff Bell. Attachment (Planning & Zoning)

8) Consideration and possible action to approve an ordinance on first reading to abandon and vacate a 1.0-foot non-access easement being 360 square feet out of the south side of Lot 5, Block 1, Harlingen Heights II Subdivision, located at 2410 Spur 54. Applicant: Ezequiel Reyna, Jr. Attachment (Planning & Zoning)

9) Consideration and possible action to adopt an ordinance on first reading to replace a yield sign with a stop sign at the intersection of Vermont Drive and 77 Sunshine Strip. Attachment (Engineering)

10) Consideration and possible action to approve an ordinance on first reading to adopt a Drought Contingency and Emergency Management Plan. Attachment (HWWS)

11) Consideration and possible action to approve a General Service Contract to provide services relating to federal and state government relations and authorize the City Manager to sign the contract with the Harlingen Area Chamber of Commerce. Attachment (City Manager)

12) Consideration and possible action to authorize the Harlingen Police Department to sell/auction a 2009 Custom 53' Laser Shot Mobile Shooting Range Trailer utilizing the GovDeals.com. auction website. Attachment (Police Department)

13) Consideration and possible action to approve the Fire Protection Service Contract between the City of Harlingen and the City of Primera to provide fire protection services for a cost of $130,932.05 payable in quarterly installments of $32,733.01 and authorize the Mayor to sign the contract. Attachment (Fire Dept.)

14) Consideration and possible action to approve the Fire Protection Service Contract between the City of Harlingen and the City of Palm Valley to provide fire protection services for a cost of $118,939.12 payable in quarterly installments of $29,734.78 and authorize the Mayor to sign the contract. Attachment (Fire Dept)

15) Consideration and possible action to approve the Fire Protection Contract with Cameron County Emergency Services District No. 1 for Fiscal Year 2019/2020 to provide fire protection services for a cost of $262,740.76 payable in quarterly installments of $65,685.19 on December 31st, 2019, March 31st, June 30th, and Sept. 30th, 2020 and authorize the Mayor to sign the contract. Attachment (Fire Dept.)
16) Consideration and possible action to postpone the Harlingen Regular City Commission Meeting of October 16, 2019 to another date. *(City Manager)*

17) Consideration and possible action to approve the designs presented by Megamorphosis, Inc. for the HEB Tennis Center Pro Shop at Pendleton Park and authorize staff to proceed with the construction plans and bidding process. Attachment *(Parks & Recreation)*

18) Consideration and possible action to amend the Facility Use Agreement between the City of Harlingen and RGV FC Youth Academy for the use of Field 7 at the Harlingen Soccer Complex. Attachment *(Parks & Recreation)*

19) Consideration and possible action to approve the second amendment to the agreement between the Development Corporation of Harlingen, Inc. and the City of Harlingen and Strategic Behavioral Health, LLC to replace the financial incentive structure related to job creation grants and corresponding obligations of SBH and the Development Corporation. Attachment *(HEDC)*

20) Consideration and possible action to approve wrapping certain electrical boxes throughout the City with images of native birds. Attachment *(CVB)*

21) Board Appointments

Discussion and possible action regarding membership on any of the following listed board/entity:

- a. Airport Board
- b. Animal Shelter Advisory Committee (1)
- c. Audit Committee (1 - vacancy) (all other terms expire annually in June)
- d. Civil Service Commission (1)
- e. Community Development Advisory Board (2)
- f. Construction Board of Adjustments (6)
- g. Convention & Visitors Bureau (3)
- h. Development Corporation of Harlingen, Inc.
- i. Downtown Improvement District Board (1)
- j. Golf Course Advisory Board
- k. Harlingen Community Improvement Board (2)
- l. Harlingen Housing Authority Board (2)
- m. Harlingen Finance Corporation (5)
- n. Keep Harlingen Beautiful Board (5)
- o. Library Advisory Board
- p. Mayor Wellness Council
- q. Museum Advisory Board (4)
- r. Parks Advisory Board
- s. Planning & Zoning Advisory Board (1)
- t. Senior Citizens Advisory Board (3)
- u. Tax Increment Finance Board (7)
- v. Utility Board of Trustees
- w. Veterans Advisory Board (2)
- x. Zoning Board of Adjustments (5)
- y. Complete Census Committee
Specifically, appointment or discussion and possible action to include appointment bylaws and/or removal of any position subject to appointment or removal by statute, ordinance or bylaws.

22) Executive/Closed Session on the following items:

a) pursuant to Chapter 551, Sections 551.087, 551.071 and 551.072 of the Gov't Code regarding commercial and financial information from a business prospect with which the City is conducting economic development negotiations and/or to discuss or deliberate financial or other incentives with the business prospect known as Project Ghost Flyer and to seek legal advice from the City Attorney regarding the subject matter. (City Manager)

b) pursuant to Section §551.071(2) and §551.072 of the Texas Government Code to seek and receive legal advice pertaining to the City's legal options and to discuss the exchange of real property regarding the implementation of Project Dream. (City Manager)

c) "Attorney consultation pursuant to Section 551.071(1), Texas Gov't Code to seek legal advice in connection with the pending lawsuit styled and numbered Robert Leftwich vs. City of Harlingen, et. al., Cause No. 2019-DCL-05420 (103rd Jud. Dist. Crt. – Cameron County, Texas)" (City Manager)

Adjournment

I, the undersigned authority, do hereby certify that the above notice of meeting is a true and correct copy of said notice posted on the City's bulletin board, City Hall, 118 E. Tyler Avenue, a place convenient and readily accessible to the general public at all times and said notice was posted on Friday, September 27th, 2019 at 4:00 p.m. at least 72 hours preceding the scheduled time of said meeting.

Dated this 27th day of September, 2019

[Amanda C. Elizondo, City Secretary]
REGULAR MEETING

CITY COMMISSION

HARLINGEN, TEXAS

August 21, 2019

A Meeting of the Harlingen City Commission was held August 21, 2019 at 5:30 p.m., City Hall, Town Hall Meeting Room, 118 E. Tyler Street, Harlingen, Texas. Those in attendance were:

Mayor and Commissioners
Mayor Chris Boswell
Michael Mezmar, Mayor Pro-Tem, District 3
Richard Uribe, Commissioner, District 1
Frank Puente, Commissioner, District 2
Ruben De La Rosa, Commissioner, District 4
Victor Leal, Commissioner, District 5

City Staff
Dan Serna, City Manager
Mayra V. Herrera, Asst. City Secretary
Rebecca Hayward, Asst. City Attorney

Mayor Boswell called the meeting to order and stated the agenda was duly posted according to state law.

Invocation/City Commissioner Michael Mezmar

Pledge of Allegiance/Welcome

1) Approval of Minutes
   a) Regular Meeting of June 5, 2019
   b) Regular Meeting of July 17, 2019

Motion was made by Commissioner Uribe and seconded by Commissioner De La Rosa to approve the minutes of June 5th, and July 17th, 2019. Motion carried unanimously.

CONSENT AGENDA

2a) Second and final reading to adopt an ordinance approving the negotiated resolution between the City of Harlingen and Texas Gas Service regarding the Company’s April 30, 2019 Cost of Service Adjustment filing declaring existing rates to be unreasonable, adopting new tariffs that reflect rate adjustments consistent with the negotiated settlement and providing for the recovery of the City’s reasonable and necessary rate case expenses.

b) Consideration and possible action to approve the final replat of the proposed Oak Trails at Water’s Edge Subdivision, bearing a legal description of a replat of all of Lots 1-3, Block A and Lots 1-4, Block B. The Center at Water’s Edge Subdivision, located on the west side of Ed Carey Drive south of Park Bend. Applicant: David Salinas of Salinas Engineering & Associates, c/o Manuel Saldivar.

c) Investment Report for the City of Harlingen for quarter ending June 30, 2019.

d) Consideration and possible action to approve a request from the Downtown Manager, Edward Meza to close “A” Street from Monroe Avenue to Jackson Avenue and from “A” Street from
Jackson Avenue to the alley by the Baxter Building for the City’s Art Night, Friday, August 30, 2019 from 5:00 p.m. to 11:00 p.m.

e) Consideration and possible action to authorize staff to include the chapter numbers as indicated Ordinance No. 18-28 (approved July 11, 2018) to Chapter 18 (Fees) of the Harlingen Code of Ordinances relating to amended fees for Library, Planning and Zoning, Harlingen Cultural Arts/Tony Butler Conference Rooms, Parks & Recreation-Facilities Use, Municipal Auditorium, Casa De Amistad, Harlingen Arts and Heritage Museum and Ticketing System Fees to be consistent with the formatting of Chapter 18.

Motion was made by Commissioner Leal and seconded by Commissioner De La Rosa to approve the Consent Agenda Items 2 (a thru e). Motion carried unanimously.

3) Second public hearing to solicit comments from the public for or against the proposed tax rate of $0.630000 per $100 in value for Fiscal Year 2019-2020.

Mayor Boswell announced this was a public hearing and anyone wishing to speak for or against this item could do so.

Comments were from Buck Burkley, Robert Leftwich, Steven Jennings, J.V. Garcia, Ron Lozano, and Juan Medrano Jr, residents of the City of Harlingen opposing the proposed tax rate of $0.630000 per $100 in value for Fiscal Year 2019-2020. Their concerns were that residents affected by the recent rains were struggling financially to re-build their homes and some of the citizens cannot afford a tax increase.

Jay Mean stated he was in favor of the proposed tax rate of $0.630000 to continue the City’s operations and future improvements.

There being no other comments, Mayor Boswell closed the public hearing.

4) Presentation by Ford Kinsley, President of the Keep Harlingen Beautiful Board of Directors and possible action to approve the Keep Harlingen Beautiful Budget for Fiscal Year 2019-2020.

Ford Kinsley, President of Keep Harlingen Beautiful Board of Directors, stated they provide cleanup and beautification projects, promotion of the recycling center, and education and awareness to local schools and citizens. He highlighted the following Proposed Plan for Fiscal Year 2019-2020.

**Proposed Plans for FY 2019-2020**

- Host two Litter Bash Events in the City and an estimate of 500+ citizens of all ages participate;
- Hosts an E-Waste Event (electronics recycling) every year to collect electronics for recycling and promote recycling awareness of these items;
- Continue to host a tree planting for Arbor Day;
- KHB mainly focuses on educating the public on recycling and environmental awareness; and
- A recycling competition among the Harlingen High Schools and cash prizes are awarded to the top schools that collect the most recycling from September 1st through March 31st, of each year;

The City financially participates with KHB through funds generated through the Recycling Center for beautification and educational projects. Staff is projecting a transfer of approximately $75,000 for Fiscal Year 2019-2020. The proposed budget includes operational costs such as office supplies, advertisement to promote recycling through newspaper ads and social media, and one full-time employee. They will continue to work with volunteer groups to assist at the center, events and cleanups. Mr. Ford expressed his gratitude to the City Commission and City employees for their continued support to Keep Harlingen Beautiful.
Motion was made by Commissioner Leal and seconded by Commissioner Uribe to approve the Keep Harlingen Beautiful Budget for Fiscal Year 2019-2020. Motion carried unanimously.

5) Consideration and possible action to approve the acceptance of the Texas State Library and Archives Commission (TSLAC) Texas Treasures Grant in the amount of $24,990.

Dauna Campbell, Library Director, stated the Texas State Library Archives Commission (TSLAC) awarded a $24,990 grant to the library with no matching funds from the City. The funding will be used to digitize the Valley Morning Star newspapers and maintain achieved newspapers dating from 1926 – September 1995.

Motion was made by Commissioner De La Rosa and seconded by Commissioner Puente to approve the acceptance of the Texas State Library and Archives Commission (TSLAC) Texas Treasures Grant in the amount of $24,990. Motion carried unanimously.

6) Consideration and possible action to authorize the Mayor, on behalf of the City of Harlingen, to accept STEP grant funding in the amount of $56,369.22 made available through the Texas Department of Transportation (TxDOT) Comprehensive Program.

Michael Kester, Chief of Police, stated the funding will be used for overtime costs and operating expenses, additional manpower to increase effective enforcement and adjudication of public safety-related laws to reduce fatal and serious crashes. The City’s match is $11,369.22 and TxDOT’s share is $45,000 totaling $56,369.22.

Motion was made by Mayor Pro-Tem Mezmar and seconded by Commissioner De La Rosa to authorize the Mayor, on behalf of the City of Harlingen, to accept STEP grant funding of $56,369.22 made available through the Texas Department of Transportation (TxDOT) Comprehensive Program. Motion carried unanimously.

7) Consideration and possible action to authorize the Mayor, on behalf of the City of Harlingen, to accept STEP grant funding in the amount of $15,162.56 made available through the Texas Department of Transportation (TxDOT) Commercial Motor Vehicle (CMV) Program.

Chief Kester stated the Police Department will use the funds for overtime cost and operating expenses, additional manpower to increase effective enforcement and adjudication of public safety-related laws to reduce fatal and serious injury crashes. The City’s match is $3,162.56 and TxDOT’s share is $12,000 totaling $15,162.56.

Motion was made by Commissioner Puente and seconded by Commissioner De La Rosa to authorize the Mayor, on behalf of the City of Harlingen, to accept STEP grant funding in the amount of $15,162.56 made available through the Texas Department of Transportation (TxDOT) Commercial Motor Vehicle (CMV) Program. Motion carried unanimously.

8) Consideration and possible action to authorize the Mayor, on behalf of the City of Harlingen, to approve and sign the Interlocal Agreement with the Harlingen Consolidated Independent School District (HCISD) for the Harlingen Police Department to staff police officers as school resource officers (SRO).

Chief Kester stated the Police Department will provide one (1) sergeant and six (6) officers as school resource officers to the Harlingen School District as part of their school police program. The School District will reimburse the City for the officers’ salaries, benefits and equipment costs for use of the police vehicles while on duty with the school. The School District will hire additional police officers at the current overtime rate.
Motion was made by Commissioner Uribe and seconded by Commissioner Leal to authorize the Mayor, on behalf of the City of Harlingen, to approve and sign the Interlocal Agreement with the Harlingen Consolidated Independent School District (HCISD) for the Harlingen Police Department to staff police officers as school resource officers (SRO). Motion carried unanimously.

9) Consideration and possible action to grant a variance with regards to the sidewalk required on Treasure Hills Boulevard for the proposed replat of Ernst and Drake Estates Subdivision, bearing a legal description of a 0.56 acre replat comprised of a 0.29 acre tract out of Lot 19, Block 1, Treasure Hills Subdivision, Unit No. 9, and a 0.27 acre tract out of Lot 1, Block 1, Treasure Hills Country Club Subdivision, Block 1, 2, 3, and 4, located on the north side of Treasure Hills Blvd, east of Jacaranda Blvd. Applicant: Dustin Moore of Moore Land Surveying, LLC, c/o Ernst RGV Properties.

Xavier Cervantes, Planning and Development Director, stated Dustin Moore of Moore Land Surveying, LLC, c/o Ernst RGV Properties, applicant is requesting a variance from the City of Harlingen Code of Ordinances, Section 109-124(f), with regards to the required 5 feet sidewalk along the right-of-way on Treasure Hills Boulevard, due to Treasure Hills Boulevard being almost develop without a sidewalk. The proposed subdivision consists of a replat of two residential lots to adjust the property line between the two lots. There is an existing home on one of the lots. The proposed resubdivision has 80 feet of frontage on Jacaranda Boulevard and 208.80 feet of frontage on Treasure Hills Boulevard. The surrounding land use consists of single family residential use. The Treasure Hills Elementary School is located approximately 1,600 ft. west of the subject property and the surrounding properties in subdivision. There are no sidewalks on Treasure Hills Boulevard from Haine Drive to Golden Bear Street. Golden Bear Street is within Las Colinas Subdivision, which will require sidewalks at the time of a home construction. There are sidewalks on either both sides or one side on the majority of the developed properties on Treasure Hills Boulevard from South 77 Sunshine Strip to Haine Drive. The variance request was reviewed by the Engineering Department and objected to the variance in accordance with Section 109-27(c) of the Harlingen Code of Ordinances, which states "no variance shall be recommended unless the Planning and Zoning Commission finds that"

1. There are special circumstances or conditions affecting the land involved such that a strict application of the provisions of this chapter would deprive the applicant of the reasonable use of his land; and
2. The variance is necessary for the preservation and enjoyment of a substantial property right of the applicant; and
3. The granting of the variance will not be determined to the public health, safety, or welfare, or injurious to other property owners in the area; and
4. The granting of the variance will not have an effect of preventing the orderly subdivision of other land in the area in accordance with this chapter.

In addition, Section 109-27(d), states that financial hardship to the subdivider, standing alone, shall not be deemed to constitute undue hardship. A 4/5th vote of the City Commission shall be required to override a recommendation for/or against the variance from the P&Z Commission.

Commissioner Leal stated there should be an escrow in place instead of a sidewalk.

Mayor Boswell mentioned that since we have been getting funds from TxDOT for the sidewalks, there is a possibility that the Treasure Hills area could be eligible for funding.

Dan Serna, City Manager, stated this area is located on a safe route to a school for sidewalks within a two mile radius of an elementary to middle schools. There is a possibility that this area may qualify under the Transportation Alternative Program through TxDOT for funding. Staff has not submitted this area for funding under this program, but could be considered in the future. Staff is pending the funding agreements from TxDOT for construction of sidewalks and this area could be included.
Commissioner Leal asked if it would be proper to table this item until the next meeting or move forward as presented. If we vote not to allow the variance, it would require a 4/5th vote to deny the variance. The motion could be to deny it and an alternative would be to develop an escrow. Staff is recommending not allowing the variance, but the P&Z voted against staff’s recommendations.

Mayor Boswell stated if the City receives a grant from the Safe Route Program then the City would be required to build the 150 feet of sidewalk. If the developer builds it, then it would be less for the City to build.

Mr. Serna stated if the City overlaid or paved the street, it could trigger a need for a sidewalk.

Motion was made by Mayor Pro-Tem Mezmar and seconded by Commissioner Puente to grant the variance. Motion carried as follows: FOR: Mayor Pro-Tem Mezmar and Commissioner Puente. AGAINST: Commissioners: Uribe, De La Rosa, and Leal. (Vote: 3-2), motion failed.

Commissioner Leal made a motion not to accept the variance and allow the developer to place the $4,600 in an escrow account in lieu of having to build a sidewalk.

Commissioner Leal asked what happens to the money. Does it stay with the City? What happens if we get a grant to build the sidewalks? Does the City use the money or does it revert back to the property owner?

Mr. Cervantes responded the money will only be used for the intended purpose, unless the City decides not to build a sidewalk, the escrow amount stays in place for ten years, unless the developer requests the money.

Motion was seconded by Commissioner Uribe and motion carried unanimously.

10) Consideration and possible action to approve a resolution to collect 5% of the bingo prize fees from local licensed organizations conducting bingo within the City of Harlingen in accordance with HB 914.

Gabriel Gonzalez, Asst. City Manager, stated non-profit organizations conducting bingo within the City of Harlingen collect 5% of the bingo prize fee and submit the funds each quarter to the Texas Lottery Commission. The Lottery Commission submits to the City a prorated share of this fee at the end of each fiscal year. House Bill 914 provides that local governments will no longer receive the fee payments from The Lottery Commission. The payments will be sent to the City on a quarterly basis by the licensed organizations conducting the bingo. A resolution must be adopted by the governing body before November 1, 2019 notifying the Lottery Commission of the City’s decision to continue receiving the bingo prize fee and notify each licensed authorized organization conducting bingo within the City’s jurisdiction. Currently, Elks Lodge 1889; VFW Post 2410; and Bingo Ranch conduct bingos in Harlingen.

Motion was made by Commissioner Puente and seconded by Commissioner Uribe to approve the resolution to collect 5% of the bingo prize fees from local licensed organizations conducting bingo within the City of Harlingen in accordance with HB 914. Motion carried unanimously.

11) Consideration and possible action to approve a resolution accepting the Harlingen Waterworks System’s Budget for Fiscal Year 2019-2020.

Timothy Skoglund, General Manager, of the Harlingen Waterworks System, stated their Board of Trustees approved the Proposed Budget for Fiscal Year 2019-2020 at their of July 31, 2019 and highlighted the following information.
Harlingen Water Works Proposed Budget for Fiscal Year 2019-2020

- Total revenues $21,843,000
- Total Expenses $21,529,467
- Capital Outlay $11,306,500
- Debt Principal Retirement $1,565,000 (and related transfer to and from restricted reserves)

Motion was made by Commissioner Leal and seconded by Commissioner Uribe to approve the resolution accepting the Harlingen Waterworks System’s Budget for Fiscal Year 2019-2020. Motion carried unanimously.

12) Consideration and possible action to approve a Memorandum of Agreement between City of Harlingen and Research, Applied Technology, Education and Service (RATES) D.B.A. RATES/RGBV Representative Appointment to the Lower Rio Grande Valley TPDES Stormwater Task Force.

Carlos A. Sanchez, Asst. City Manager, stated the proposed memorandum of agreements allow for the appointment of a City of Harlingen representative to the Lower Rio Grande Valley TPDES Stormwater Task Force. The Stormwater Task Force is comprised of 27 local municipalities, counties, and one irrigation district throughout Cameron, Hidalgo, and Willacy County. Participation in the Stormwater Task Force is of mutual benefit to all parties involved as they collectively address storm water, watershed, and nonpoint source pollution management at a regional level. The development and implementation of programs are through the Stormwater Task Force. Through the implementation of these programs, it will allow the City of Harlingen to meet the requirements under the TCEQ Texas Pollutant Discharge Elimination System (MS4) Stormwater Permit.

The RATES/RGBV, a 501(c) (3) non-profit organization acts as the fiscal agent for the Stormwater Task Force. RATES/RGBV provides access to the academia institutions which assist in the research and development of programs. Participation in the Stormwater Task Force requires an annual fee of $14,000 for the initial year and $17,000 per year from the 2nd year through the 5th year.

Motion was made by Mayor Pro-Tem Mezmar and seconded by Commissioner Uribe to approve the Memorandum of Agreement between City of Harlingen and Research, Applied Technology, Education and Service (RATES) D.B.A. RATES/RGBV Representative Appointment to the Lower Rio Grande Valley TPDES Stormwater Task Force. Motion carried unanimously.

13) Consideration and possible action to approve a Memorandum of Agreement between the City of Harlingen and Research, Applied Technology, Education and Service (RATES) D.B.A. RATES/RGBV for preparation of a Texas Pollutant Discharge Elimination System (TPDES) Stormwater Permit Application and Stormwater Plan.

Mr. Sanchez stated on January 16, 2019 the Texas Commission on Environmental Quality (TCEQ) adopted the 2019 TPDES General Permit for small MS4s, TXR040000. The City of Harlingen is required to submit to TCEQ a Notice of Intent along with an updated Storm Water Management Program (SWMP). The proposed Memorandum of Agreement and through the City’s participation in the RGV Storm Water Task Force, allows RATES/RGBV to prepare the TPDES Storm Water Permit Application and SWMP for the City. A one-time fee of $5,000 will be assessed by RATES/RGBV.

The TPDES general permit requires cities to develop and implement best management practices to reduce the discharge of pollutants from the MS4 to the maximum extent practicable to protect water quality, and to satisfy the appropriate water quality requirements of the Clean Water Act and the Texas Water Code. Existing programs are best management practices and may be use to
fulfill the requirements of this general permit. The MS4 operator must develop the SWMP to include
the following minimum control measures.

1) Public Education and Outreach,
2) Public Involvement in Storm Water Management Program Development,
3) Unlawful Discharge Detention and Elimination, Construction Site Storm Water Controls,
4) Post Construction Storm Water Management for New Development/Redevelopment,
5) Pollution Prevention/Good Housekeeping for Municipal Operations, and

Motion was made by Commissioner Uribe and seconded by Commissioner Puente to approve
the Memorandum of Agreement between the City of Harlingen and Research, Applied Technology,
Education and Service (Rates) D.B.A. Rates/RGB for preparation of a Texas Pollutant Discharge
Elimination System (TPDES) Storm Water Permit Application and Storm Water Plan. Motion carried
unanimously.

14) Consideration and possible action to adopt a resolution in support of the United States Army
Corps of Engineers proposed submittal of a proposed study entitled Lower Rio Grande Valley
Flood Risk Management and Resilience Project to the United States Congress under Section
7001 of the Water Resources Reform and Development Act (WRRDA) 2014.

Mr. Sanchez stated the proposed resolution is in support of Cameron, Hidalgo, and Willacy
Counties, in coordination with the LRGVDC Regional Water Resource Advisory Council to petition the
United States Army Corp of Engineers to develop a holistic, regional hydrologic, hydraulic and
watershed study and include it's authorization in the Annual Report to Congress on Future Water
Resources Development. Section 7001 of the Water Resources Reform and Development Act
(WRRDA) 2014, as amended, requires that the Secretary of the United States Army Corp of
Engineers to submit an annual report to the Congress, a report that identifies for potential
congressional authorization, completed feasibility reports, proposed feasibility studies submitted by
Non-Federal interests, proposed modifications to authorized water resources development projects or
feasibility studies, and proposed modifications to environmental infrastructure program authorities.
The annual report to congress on Future Water Resources Development is to be based, in part, upon
annual requests for proposals for authorization from Non-Federal interests. The proposal period for
the 2020 Report to Congress starts April 29, 2019 for 120 days. The deadline for proposals is August
27, 2019.

Motion was made by Commissioner Puente and seconded by Commissioner Uribe to adopt
the resolution in support of the United States Army Corps of Engineers proposed submittal of a
proposed study entitled Lower Rio Grande Valley Flood Risk Management and Resilience Project to
the United States Congress under Section 7001 of the Water Resources Reform and Development
Act (WRRDA) 2014. Motion carried unanimously.

15) Consideration and possible action to approve revisions to the three party Interlocal Agreement
between the City of Harlingen, Harlingen Irrigation District No. 1, and the Cameron County
Drainage District No. 5 to collaborate in a project to improve the conveyance of storm water
along the Dixieland Drain.

Mr. Sanchez stated on August 7, 2019 the City Commission approved a three party interlocal
agreement which provides for the excavation and widening of the drain and upgrades at the street
crossings. Project limits are from Lincoln Street south past Dixieland Road and ultimately to the
discharge point at the Arroyo Colorado.

The proposed revisions are meant to clarify respective party responsibilities for the hauling of
excavation material to sites selected by the city, the removal and restoration of pavement at the street
crossings where box culverts will be installed, traffic control, and to address utility conflicts, if any are
encountered during construction, (contingency). Currently, the revisions stipulate that any savings or price increases in the cost of materials will revert back to the City or Drainage District No. 5. An allocation of $40,000 for the transport of excess dirt to city sites is now shown in the project cost schedule. These funds will be expensed only if the Irrigation District needs to contract for hauling services and upon approval by the City Manager. There is no net increase in the estimated project cost schedule. The unit cost involves the installation of the concrete box culverts been redistributed into separate line items within the estimated project cost schedule.

Motion was made by Commissioner Puente and seconded by Commissioner Leal to approve revisions to the three party Interlocal Agreement between the City of Harlingen, Harlingen Irrigation District No. 1, and the Cameron County Drainage District No. 5 to collaborate in a project to improve the conveyance of storm water along the Dixieland Drain. Motion carried unanimously.

16) Consideration and possible action to approve revisions to the three party Interlocal Agreement between the City of Harlingen, Harlingen Irrigation District No. 1, and the Cameron County Drainage District No. 5 to collaborate in a project to improve the conveyance of storm water along the 13th Street Drain.

Mr. Sanchez stated on August 7, 2019 the City Commission approved a three party interlocal agreement that provides for the excavation and widening of the drain and upgrades at the street crossings. Project limits are from Matz Road north to the north main drain outfall point. The revisions presented are meant to clarify respective party responsibilities for the hauling of excavated material to sites selected by the city, the removal and restoration of pavement at the street crossings where box culverts will be installed, traffic control and to address utility conflicts if any are encountered during construction (contingency). Further, the revisions now stipulate that any savings or price increases in the cost of materials will revert back to the City or Drainage District No. 5, accordingly. An allocation of $24,000 for the transport of excess dirt to city sites is reflected in the project cost schedule. These funds will be expensed only if the Irrigation District needs to contract for hauling services and upon approval by the City Manager. There is no net increase in the estimated project cost schedule. The unit cost involved for the installation of the concrete box culverts have been redistributed into separate line items within the estimated project cost schedule.

Motion was made by Commissioner Uribe and seconded by Commissioner De La Rosa to approve the revisions to the three party Interlocal Agreement between the City of Harlingen, Harlingen Irrigation District No. 1, and the Cameron County Drainage District No. 5 to collaborate in a project to improve the conveyance of storm water along the 13th Street Drain. Motion carried unanimously.

17) Consideration and possible action to amend Ordinance No. 16-34, Exhibit "A", School Zone Areas, to add a school zone along Stuart Place Rd. and Bus. Highway 83 adjacent to Stuart Place Elementary School, and add Page 27 establishing a new school zone on S. Palm Court Dr. adjacent to the Jubilee Academy.

Rodrigo Davila, Public Works Director, stated on July 25, 2019, staff received a request to extend the limits of the school zone for the Stuart Place Elementary and improve pedestrian safety on Stuart Place Road. Staff performed an onsite inspection and determined that the extension on the school zone is warranted. The proposed school zone would include Stuart Place Road from Business 83 and extend 525 linear feet to the south. The Street Department will install a sign alerting drivers to reduce the speed to 20 mph during school hours. An additional revision to the ordinance is being proposed to establish a school zone for the Jubilee Academy to include South Palm Court Drive, throughout the school property. The school purchased two solar power flashing beacons alerting drivers to reduce the speed to 20 mph. The City will install the beacons.

Motion was made by Commissioner Leal and seconded by Commissioner De La Rosa to amend Ordinance No. 16-34, Exhibit "A", School Zone Areas, to add a school zone along Stuart Place
Road and Business Highway 83 adjacent to Stuart Place Elementary School and add Page 27 establishing a new school zone on S. Palm Court Drive adjacent to the Jubilee Academy. Motion carried unanimously.

18) Board Appointments
   None

19) Citizen Communication
   None

There being no further business to discuss, Mayor Boswell adjourned the meeting.

City of Harlingen

ATTEST:

Chris Boswell, Mayor

Amanda C. Elizondo, City Secretary
AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: October 2, 2019

Agenda Item:
Consider and take action to approve a request from the 5th Annual 5K Run/Walk with the Heroes RGV 2019 Planning Committee to close the streets noted below for their 5th Annual 5K Run/Walk with the Heroes RGV 2019 event scheduled for Saturday, October 12, 2019 in the Harlingen Downtown District from 6:00 a.m. to 12:00 noon.

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

Brief Summary:
The 5th Annual 5K Run/Walk with the Heroes RGV 2019 Planning Committee is requesting to close the streets noted below for the 5th Annual 5K Run/Walk with the Heroes RGV 2019 event scheduled for Saturday, October 12, 2019 in the Harlingen Downtown District from 6:00 a.m. to 12 noon. The Harlingen Police Department in conjunction with the Harlingen Fire Department and the South Texas Emergency Care Foundation, Inc. are joining forces for this event with proceeds to benefit (1) Make-A-Wish Foundation; (2) Driscoll Children’s Hospital; and, (3) Harlingen Humane Society.
The following streets are being requested for closure:
- West Jackson Avenue between 6th Street and South Commerce Street, up to alleyways North and South of Jackson Street
- North 1st Street / Arcadia Drive
- Arcadia Drive / East Grimes
- East Grimes / Ferguson Street
- Austin Street / 5th Street
- Curve from Washington Avenue / 3rd Street / 5th Street / Woodland Drive
The street closures will ensure safety of the participants and will allow for placement of vendor booths, a mobile stage and other activities taking place at this event. This temporary closure will not affect traffic flow in the general area. Officers will also be monitoring traffic and barricades in case barricades need to be moved for the public. The Assistant Fire Chief has reviewed the request and provided his approval.

Funding (if applicable):
Are funds specifically designated in the current budget for the full amount □ Yes □ No*
*If no, specify source of funding and amount requested: N/A

Finance Director’s approval: □ Yes □ No □ N/A

Staff Recommendation:
For Street Closures ONLY, Fire Chief’s approval: □ X Yes □ No □ N/A
City Manager’s approval: □ Yes □ No □ N/A

Comments:

City Attorney’s approval: □ Yes □ No □ N/A

form revised 01/26/09
TO: Chief of Police

FROM: Officer Orlando Gonzales

RE: Street Closure Request – 5th Annual Run With The Heroes - RGV 10/12/2019

The Harlingen Police Department (HPD) will be hosting the 5th Annual "Run / Walk With The Heroes - RGV. HPD is requesting a street closure for this event that will be held on West Jackson Street scheduled between the hours of 7:00 A.M. - 12:00 P.M. on Saturday, October 12, 2019.

There will be emergency vehicles, pop up tents, vendors, the City of Harlingen portable stage, Start / Finish Line Arch, etc. stationed along Jackson Street for display. The following streets are requested to be closed throughout the duration of the event:

- Jackson Avenue between Commerce Avenue and 6th Street
- "A" Street (Jackson Avenue - alleyway to alleyway)
- Curve from Washington Avenue/ 3rd Street to 5th Street / Woodland Drive

This street closure is to ensure the safety of the attending public. This temporary closure should not affect traffic flow in the general area.

If approved, barricades are to be delivered by the City of Harlingen Street Department prior to 4:00 P.M on Friday October 11, 2019. A copy of the map is attached.
Pena, Frances

From: Alvarez, Eduardo  
Sent: Monday, September 16, 2019 2:09 PM  
To: Pena, Frances  
Subject: RE: STREET CLOSURE REQUESTS

HFD has no issues with these closures.

Thanks,

Eduardo Alvarez  
Assistant Fire Chief  
Harlingen Fire Department  
24200 N. FM 509  
Harlingen, TX 78550  
956-897-1131

---

From: Pena, Frances  
Sent: Monday, September 16, 2019 1:59 PM  
To: Rubio, Roy; Alvarez, Eduardo; Henderson, Donna  
Subject: STREET CLOSURE REQUESTS

Good Afternoon Asst. Fire Chief Alvarez:

I would ask if you could please review the attached street closure requests and provide your recommendation at your earliest convenience so that I can include them as an agenda items at the next City Commission meeting:

1. **Christmas Parade**; and,

2. **5th Annual 5K Run with the Heroes 2019**

Thank you for your assistance in this matter!

**Frances Pena**, Executive Admin. Assistant  
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: francespena2@harlingenpolice.com

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AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: October 2, 2019

Agenda Item:
Consider and take action to approve a request from the Rio Grande Valley Jaycees for the street closures below on Friday, December 6, 2019 from 4:30 p.m. to 9:00 p.m. for their 73rd Annual Jaycees Christmas Parade.

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

Brief Summary:
Diana Bustamante, Christmas Parade Chair for the RGV Jaycees is requesting to the following street closures:

- **Jackson Street between 8th Street and “E” Street;**
- **8th Street to “E” Street between Van Buren and Monroe Avenue.**

on Friday, December 6, 2019 from 4:30 p.m. to 9:00 p.m. for their 73rd Annual RGV Jaycees Christmas Parade. The streets closures 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

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

Finance Director’s approval:

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Staff Recommendation:

Staff recommends approval.

For Street Closures ONLY, Fire Chief’s approval:

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City Manager’s approval:

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Comments:

City Attorney’s approval:

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form revised 01/26/09
TO: Chief of Police

FROM: District Representative Officer Hector Villegas #4211

RE: RGV Jaycees Christmas Parade

REQUESTOR: Diana Bustamante, Downtown Jackson St, Harlingen, TX, 956-639-1777
EVENT NAME: 73rd Annual Jaycees Christmas Parade
DATE: Friday, December 6, 2019
TIME: 7:00 PM to 9:00 PM
LOCATION: Downtown Harlingen, Jackson St
DESCRIPTION: The 73rd Annual Jaycees Christmas Parade is a family event that will be hosting several floats for the Citizens of Harlingen. The event will run from Jackson St and 8th St to Jackson St and E St. The floats will consist of Police Officers, Children/Teens Sports Teams, Vehicles, Bands and other motorized vehicles. The event brings a large crowd and it is requesting barricades to be placed on Van Buren Ave and Monroe Ave from 8th St to E St.

COMMENTS/NOTES: Ms. Bustamante is requesting the barricades to be dropped off on Thursday, December 5, 2019. Ms. Bustamante is also requesting for Jackson St be cleared and the barricades to be set up by 4:30 PM. This will assist with the parade floats and large amount of citizens in attendance. A copy of a map and letter head will be included with this IDC.

RECOMMENDATION: Approve / Disapprove

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From: "Rgv Jaycees" <rgvjaycees@yahoo.com>
To: "Kester, Mike" <mkester@harlingenpolice.com>
Cc: "lprado@harlingenpolice.com" <lprado@harlingenpolice.com>, "lprado@harlingenpolice.com" <lprado@harlingenpolice.com>, "Meza Edward P." <edmeza@myharlingen.us>
Subject: RGV Jaycees Harlingen Christmas Parade 2019

Chief of Police: The RGV Jaycees will be hosting the 73rd annual Christmas Parade Friday December 6, 2019 at 7pm in Harlingen, TX.

I have attached a letter requesting street closures and maps for your convenience.

For any questions or concerns please contact Diana Bustamante at (956) 639-1777. We thank you in advance for your support to make this event a success. Have a great day.

Sincerely,
Gracie Longoria
Rgv Jaycees Member
August 16, 2019

To The Chief of Police Michael Kester;

Good Morning,

The RGV Jaycees, Junior Chamber of Commerce, would like to host the 73rd annual Jaycees Christmas Parade on Friday, December 6, 2019 at 7:00 p.m. in Harlingen, Texas.

The RGV Jaycees are asking for your continued assistance to make this event a success. The parade is scheduled to take place in Downtown Jackson and ask for your assistance of street closure for the following streets:

Jackson Street between 8th Street and "E" Street

8th Street to "E" Streets between Van Buren and Monroe

The parade will last approximately 3 hours. It would be of great assistance if the streets were closed and cleared by 4:30pm, the day of the event.

I have attached maps of the parade for your review and convenience.

We thank you in advance for your support to make this event a success. Should you have any questions, please do not hesitate to contact me at (956) 639-1777. Thank you.

Respectfully,

Diana Bustamante
Christmas Parade Chair
(956) 639-1777
www.rgvjaycees.com
Jaycees Christmas Parade

Candyland!

Friday, December 6, 2019
7:00p.m.
Downtown Jackson Street between 4th and "E" Streets
Harlingen, Texas

Everyone is invited to attend and join in on the Christmas Spirit. Young Professionals interested in individual development, community service, and networking are invited to volunteer.

Parade Entries and Vendors please visit www.rgvjaycees.com
Highlighted Streets are requested for Closure.
Pena, Frances

From: Alvarez, Eduardo  
Sent: Monday, September 16, 2019 2:09 PM  
To: Pena, Frances  
Subject: RE: STREET CLOSURE REQUESTS

HFD has no issues with these closures.

Thanks,

Eduardo Alvarez  
Assistant Fire Chief  
Harlingen Fire Department  
24200 N. FM 509  
Harlingen, TX 78550  
956-897-1131

---

From: Pena, Frances  
Sent: Monday, September 16, 2019 1:59 PM  
To: Rubio, Roy; Alvarez, Eduardo; Henderson, Donna  
Subject: STREET CLOSURE REQUESTS

Good Afternoon Asst. Fire Chief Alvarez:

I would ask if you could please review the attached street closure requests and provide your recommendation at your earliest convenience so that I can include them as an agenda items at the next City Commission meeting:

1. **Christmas Parade**; and,

2. **5th Annual 5K Run with the Heroes 2019**

Thank you for your assistance in this matter!

Frances Peña, Executive Admin. Assistant  
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: francespena2@harlingenpolice.com

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AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: October 2, 2019

Agenda Item:
Consider and take action to approve a request from the Calvary Christian School requesting to close East Williamson Avenue from the stop sign at the corner of Williamson (where it meets 7th Street) going west to the end of the Calvary Christina School parking lot on Saturday, October 26, 2019 from 5:00 p.m. to 9:00 p.m. for their 37th Annual CCS Fall Festival.

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

Brief Summary:
Kandice Duke, Calvary PTFA, is requesting to close Williamson Avenue from the stop sign at the corner of Williamson (where it meets 7th Street) going west to the end of the Calvary Christian School parking lot on Saturday, October 26, 2019 from 5:00 p.m. to 9:00 p.m. for their 37th Annual CCS 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: X Yes □ No □ N/A

City Manager’s approval: □ Yes □ No □ N/A

Comments:

City Attorney’s approval: Yes □ No □ N/A
TO: Chief of Police
FROM: District Representative Officer Hector Villegas #4211
RE: Street Closure Request-Calvary Christian School

REQUESTOR: Kandice Duke
EVENT NAME: 37th Annual Calvary Christian School Fall Festival
DATE: October 26, 2019
TIME: 5:00 PM to 9:00 PM
LOCATION: 1815 N 7th St., Harlingen, TX 78550
DESCRIPTION: On Saturday, October 26, 2019 the Christian Calvary School will be hosting their 37th Annual Fall Festival. The event will have several bouncers, zip line, carnival games and a small train ride. The event hopes to attract over 400 citizens on this day.

COMMENTS/NOTES: Contact was made with Calvary PTFA, Kandice Duke who stated that they will be passing out fliers to the surrounding neighbors prior to the event. Ms. Duke is requesting that the barricades be dropped off on Friday, October 25, 2019 to block off Williamson Ave. A map and letter head will be included with this IDC for your review.

RECOMMENDATION: Approve / Disapprove

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Hi, Mrs. Pena!

It's that time of year again...already! Our school is planning our annual Fall Festival, and I've included a letter requesting the partial road closure on Williamson, alongside the school for Saturday, October 26. If you have any questions, please let me know. As always, thank you for your help year after year!

Kandice Duke
CCS PTFA
956-244-4914
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 26, 2019 from 5–9 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,
Kandice Duke
Calvary PTFA
(956)244-4914 cell
kandice duke@yahoo.com
HFD has no issues with this closure.

Eduardo Alvarez
Assistant Fire Chief
Harlingen Fire Department
24200 N. FM 509
Harlingen, TX 78550
956-897-1131

Good Afternoon Asst. Fire Chief Alvarez:

I would ask if you could please review the attached street closure request and provide your recommendation at your earliest convenience so that I can include as an agenda item at the next City Commission meeting.

Thank you for your assistance in this matter!

Frances Peña, Executive Admin. Assistant
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: francespena2@harlingenpolice.com

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AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: October 2, 2019

Agenda Item:
Consider and take action to approve a request from Jaime Rodriguez, Owner of Jaime Rodriguez Paint and Body Shop to block/close South “D” Street off from Van Buren Avenue to the alleyway 11:30 a.m. to 1:30 p.m. on Thursday, November 7, 2019, wherein Progressive Insurance will be donating a vehicle to a Veteran through the Keys to Progress program.

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

Brief Summary:
Jaime Rodriguez, Owner of Jaime Rodriguez Paint and Body Shop is requesting the closure of South “D” Street off from Van Buren Avenue to the alleyway 11:30 a.m. to 1:30 p.m. on Thursday, November 7, 2019, wherein Progressive Insurance will be donating a vehicle to a Veteran through the Keys to Progress program.

The street closure will help to ensure the safety of the 100 – 150 visitors expected to attend this event.

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

Funding (if applicable):
Are funds specifically designated in the current budget for the full amount □ Yes □ No*
*If no, specify source of funding and amount requested: N/A
Finance Director’s approval: □ Yes □ No □ N/A

Staff Recommendation:
Staff recommends approval.

For Street Closures ONLY, Fire Chief’s approval: X Yes □ No □ N/A
City Manager’s approval: □ Yes □ No □ N/A

Comments: [Comments]

City Attorney’s approval: □ Yes □ No □ N/A

form revised 01/26/09
TO: Chief of Police  
FROM: Officer Hector Villegas # 4211  
DATE: September 19, 2019  
RE: Street Closure  
REQUESTOR: Rebecca Ramirez  
EVENT NAME: Keys to Progress  
DATE: Thursday, November 7, 2019  
TIME: 11:30 AM to 1:30 PM  
LOCATION: 424 S D St, Harlingen, TX 78550  

DESCRIPTION:  
The Keys to Progress is a program to help out Veterans out with a vehicle. Progressive Insurance will be donating a vehicle to a Veteran on November 7, 2019. The ceremony will be hosting between 100 to 150 citizens and will be having seating, tents and other small details to the event.

COMMENTS/NOTES:  
Jaime Rodriguez Paint and Body Shop and Progressive Insurance are requesting S D ST to be blocked off from Van Buren to the Alley Way. Barricades will need to be dropped off on Wednesday, November 6, 2019 and picked up on Friday, November 8, 2019 by Street Department. Employees for Jaime Rodriguez will be setting up and breaking down the barricades on the day of the event. A copy of two letters and a color map will be included with this IDC.

RECOMMENDATION: Approve / Disapprove

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<td>[Signature]</td>
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Good Morning Mr. Villegas,

Below you will see a markup of the invite that Progressive will be sending out to all who will be involved on day of giveaway. We plan to hold the event on Thursday, November 7, 2019, between 11:30 am and 1:30 p.m. We are expecting anywhere from 100 to 150 people to attend, final count is still pending. There will be tents, tables and chairs setup in the area of the street we are requesting closed. Please feel free to reach out to me with any questions.

Also should you know of any Veterans who may benefit from this giveaway, we are still taking applications. Our deadline for those applications is for the end of next week.

Thank you,

Rebecca Ramirez
801 W Nolana, Ste. 215
McAllen, TX 78504
956-310-9105
Fax 956631-5343
Dear Mr. Mayor, City leaders, to whom it may concern:

As instructed, we would like to reach out to you and explain our partnership with Progressive Insurance and the "Keys to Progress" initiative. The "Keys to Progress" is intended to donate a repaired vehicle to a veteran in need from our community. Our business has been selected to repair such vehicle. With the help from various sponsors, who, through their generosity, have donated parts, funds services, etc. This is a way that Progressive Insurance, our sponsors, and our business can express our gratitude for their service and sacrifice to our Country. Please read the attached Mission Statement from last year's event.

The date for this presentation is proposed for Veteran's Day 2019, Monday, November 11, 2019. As part of this event, we ask for your approval to close a section of D street, between Van Buren and Jackson Ave. As the buildings of our shop are on both sides of the street. We only request that the south side of the alleyway, and Van Buren be closed for this presentation. Time is yet undetermined. Please see attached image taken from Google Maps that illustrates the proposed areas of closure. We are considering the closure to allow for any possible through traffic to detour on both sides using the cleared alleyway.

We would also like to extend an invitation to any City of Harlingen management personnel, or elected official, to attend and possibly say a few words. We understand that Veteran's Day is a busy Day, and you may have previous commitments.

Sincerely,

Jaime Rodriguez, Owner
Jaime Rodriguez Paint and Body Shop
HFD has no issues with this closure.

E. Alvarez

Sent from my iPhone

On Sep 23, 2019, at 4:31 PM, Pena, Frances <francespena@myharlingen.us> wrote:

Good Afternoon Asst. Fire Chief Alvarez:

I would ask if you could please review the attached street closure request and provide your recommendation at your earliest convenience so that I can include as an agenda item at the next City Commission meeting.

Thank you for your assistance in this matter!

Frances Peña, Executive Admin. Assistant
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: francespena2@harlingengpolice.com

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<STREET CLOSURE REQUEST - PROGRESSIVE INSURANCE.pdf>
AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: October 2, 2019

Agenda Item:
Consider and take action to approve a request from St. Anthony Catholic Church to close certain sections of roadways / streets surrounding the Church property from 10:00 a.m. to 11:00 p.m. on Saturday and Sunday, November 2 and 3, 2019 for their Annual Fall Festival.

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

Brief Summary:
Reverend Lawrence J. Klein with St. Anthony Catholic Church is requesting to close and block off 10th Street and Harrison Avenue, 10th Street and Van Buren Avenue and Van Buren Avenue and 11th Street on Saturday and Sunday, November 2 and 3, 2019 from 10:00 a.m. to 11:00 p.m. for their Annual Fall Festival. The closure is required to provide a safe haven for all individuals attending the festival during the two day event. There are sufficient alternate routes that will allow vehicular traffic to flow with minimal impact.

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

Funding (if applicable):

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

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

Finance Director’s approval: □ Yes □ No □ N/A

Staff Recommendation:
Staff recommends approval.

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

City Manager’s approval: □ Yes □ No □ N/A

Comments:

City Attorney’s approval: □ Yes □ No □ N/A

[Signature] 9/26/19

form revised 01/26/09
TO: Chief of Police

FROM: Officer Hector Villegas # 4211

RE: St. Anthony Catholic Church Fall Festival

REQUESTOR: Sandy Landrum, 956-428-6111

EVENT NAME: Fall Festival

DATE: Saturday, November 2, 2019 and Sunday, November 3, 2019

TIME: 10:00 AM to 11:00 PM

LOCATION: 209 South 10th St, Harlingen, TX 78550

DESCRIPTION: The annual Fall Festival is a Family event that will be having food vendors, carnival games and rides and also Live Music.

COMMENTS/NOTES: The event coordinator is requesting to have barricades on 10th and 11th St from Harrison Ave to Jackson St. Traffic will continue to travel West on both Jackson St and Harrison Ave. Mrs. Landrum is requesting for Van Buren Ave. to be completely blocked off and no traffic to go through. Due to approximately 5,000 citizens showing up for the event, barricades should be dropped off on Friday, November 1, 2019.

RECOMMENDATION: Approve / Disapprove

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<td>Officer Hector Villegas # 4211</td>
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</table>
September 18, 2019

Attn: Chief of Police
City of Harlingen
502 E. Tyler
Harlingen, Texas 78550

Dear Chief of Police:

Our annual Fall Festival will be held on Saturday November 2nd and Sunday November 3rd 2019 from 10:00am to 11:00 pm. St. Anthony Church is requesting the closure of Harrison and 10th & 918 Van Buren (Property Line) and 11th Street starting on Friday November 1, 2019 at 3:00pm for set ups.

We would also like to request and HPD office to patrol from 12:00 am to 7:00 am Sunday morning.

We thank you in advance for your attention to this request.
If you have any questions please feel free to call Monica Weaver or Sandy Landrum @ 956-428-6111.
Please note: Map Attached

Sincerely in Christ,

Rev. Lawrence J. Klein
Pastor
From: Pena, Frances  
Sent: Tuesday, September 24, 2019 1:52 PM  
To: Rubio, Roy; Alvarez, Eduardo; Henderson, Donna  
Subject: STREET CLOSURE REQUEST - ST. ANTHONY CATHOLIC CHURCH FALL FESTIVAL

Good Afternoon Asst. Fire Chief Alvarez:

I would ask if you could please review the attached street closure request and provide your recommendation at your earliest convenience so that I can include as an agenda item at the next City Commission meeting.

Thank you for your assistance in this matter!

Frances Peña, Executive Admin. Assistant  
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: francispena2@harlingenpolice.com

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AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date:  October 2, 2019

Agenda Item:
Consider and take action to approve a request from the Harlingen School of Health Professions Class of 2020 Sponsor April Puente to close Phoenix Street. Also, requesting barricades be placed on Morgan Boulevard and Phoenix Street on Friday, October 8, 2019 from 6:00 p.m. to 8:00 p.m. for their 1st Annual Skeleton Run.

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

Brief Summary:
Harlingen School of Health Professions Class of 2020 Sponsor, April Puente, is requesting closure of Phoenix Street due to runners making the initial exit onto Morgan Boulevard and that barricades be placed on Morgan Boulevard and Phoenix Street. These closures will not affect the traffic flow on Morgan Boulevard. The closure is required to provide a safe haven for all individuals attending the festival during the two day event. There are sufficient alternate routes that will allow vehicular traffic to flow with minimal impact.

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

Funding (if applicable):
Are funds specifically designated in the current budget for the full amount  Yes  No*
*If no, specify source of funding and amount requested:  N/A

Finance Director’s approval:  Yes  No  N/A

Staff Recommendation:
Staff recommends approval.

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

City Manager’s approval:  Yes  No  N/A

Comments:  

City Attorney’s approval:  Yes  No  N/A

form revised 01/26/09
TO: Chief of Police

FROM: Officer Hector Villegas # 4211

RE: Street Closure

REQUESTOR: April Puente

EVENT NAME: 5K SKELETON RUN

DATE: Friday, October 18, 2019

TIME: 6:00 PM to 8:00 PM

LOCATION: 2302 N 21st St, Harlingen, TX 78550

DESCRIPTION: The 2020 Senior Class of Harlingen Health of School Profession will be hosting the 1st Annual Skeleton Run on Friday, October 18, 2019 at 6:00 PM and will end at approximately 8:00 PM. The event is expecting to have 300 participants. Cones will be placed on the course for participants to know the direction of travel. Runners will have glow sticks and other bright items that will be displayed to the public.

COMMENTS/NOTES: The event will benefit the Bone and Joint Initiative and Senior Prom. Due to the amount of participants involved in this event and the time frame, it is our recommendation that Ms. Puente make contact with Officer Diaz and ask for 2 Off Duty Officers. Barricades should be provided by the street department and placed on Phoenix St and Morgan Blvd. This will not affect the traffic flow on Morgan. Phoenix St will be closed due to the runners making the initial exit into Morgan St. Please review the letter and map that I have included with this IDC.

RECOMMENDATION: Approve / Disapprove

- The hiring of two officers and volunteers on the route.
- Off the street with reflective vests.

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<td>Officer Hector Villegas # 4211</td>
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To Whom It May Concern:

The Senior Class of 2020 from the Harlingen School of Health Professions would like permission to host a skeleton themed 5K run on Friday, October 18, 2019 at 6 pm. The start and finish will be in front of the Harlingen School of Health Professions and be along some residential streets.

The flow of the route will be facing traffic from 21st street to right on Phoenix Drive, then right on Morgan Boulevard, to a left on Vinson Avenue, left on 13th Street, left on Rio Hondo Road, and finally left on 21st Street. Based on an analysis by Officers Villegas and Gonzalez, there is no need for street closures.

All runners will be given glow sticks to increase visibility just in case the weather is overcast and darker than normal at that time of day. Also, at the start and finish line there will be a light system set up to increase visibility there.

Volunteers will be posted along the course. The volunteers will be wearing reflective gear for safety purposes. Cones will also be placed along the course to denote the course direction. These items will be loaned by Footworks. Jun Ellorimo has been helpful with these items.

EMS services will be provided by STEC. Rene Perez will have an emergency vehicle at standby for the event. Outside of these services, there will also be several volunteers on hand that are first aid trained and certified, including myself.

If there are additional questions or concerns, please reach out to me for clarification.

Sincerely,

April Puente
Class of 2020 Sponsor
april.puente@hcisd.org
575-693-8887

www.HCISD.org/healthschool
HFD has no issues with these closures.

Eduardo Alvarez  
Assistant Fire Chief  
Harlingen Fire Department  
24200 N. FM 509  
Harlingen, TX 78550  
956-897-1131

Good Afternoon Asst. Fire Chief Alvarez:

I would ask if you could please review the attached street closure request and provide your recommendation at your earliest convenience so that I can include as an agenda item at the next City Commission meeting.

Thank you for your assistance in this matter!

Frances Peña, Executive Admin. Assistant  
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: francispena2@harlingenpolice.com
AGENDA ITEM  
EXECUTIVE SUMMARY  

Meeting Date: **October 2, 2019**

### Agenda Item:
Consider and take action to approve a request from Veronica Hunt, Advisor for the Harlingen High School Student Council to close the streets noted below on Thursday, October 17, 2019 from 6:00 p.m. to 8:00 p.m. for their parade festivities and burning of the “H.”

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

### Brief Summary:  
Veronica Hunt, Advisor for the Harlingen High School Student Council is requesting to close the streets noted below on Thursday, October 17, 2019 from 6:00 p.m. to 8:00 p.m. for their parade and burning of the “H.”

- North 13th Street (just North of the Rear Parking Lot of the school)
- North 13th Street and Marshall Avenue
- Marshall Avenue from 13th Street to North 7th Street
- Marshall Avenue and 9th Street
- 7th Street and Village Drive
- North 7th Street (just North of Village Drive)

The streets closures will ensure 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*  
*If no, specify source of funding and amount requested:  N/A  

Finance Director’s approval:  
• Yes  
• No  
• N/A  

### Staff Recommendation:  
For Street Closures ONLY, Fire Chief’s approval:  
• Yes  
• No  
• N/A  

City Manager’s approval:  
• Yes  
• No  
• N/A  

### Comments:  

City Attorney’s approval:  
• Yes  
• No  
• N/A  

*form revised 01/26/09*
TO: Chief of Police

FROM: Officer Hector Villegas # 4211

RE: Homecoming 2019

REQUESTOR: Veronica Hunt, 956-579-9645

EVENT NAME: Homecoming/Burning of the "H"

DATE: Thursday, October 17, 2019

TIME: 6:00 PM to 8:00 PM

LOCATION: 1201 E Marshall Ave, (Harlingen High School)

DESCRIPTION: The Harlingen High School Student Council will be hosting the annual Homecoming Festivities 2019 on Thursday, October 17, 2019. The event will begin at 6:00 PM with a small parade that will begin at the school parking lot and will go into Marshall Ave, 7th St into the back street of the school and then north on 13th St back into Marshall Ave. The students will then walk into the gym for a pep rally. Students will also have the traditional burning of the "H". The event will be hosting approximately 500 Students and Citizens.

COMMENTS/NOTES: Due to the high number of participants, parade floats, it is our recommendation that barricades be placed on Marshall Ave and 13th St, Marshall and 9th St, Marshall and 7th St, Marshall and Village Ave. and Marshall and E Williamson Ave. This will ensure the safety of the participants. Barricades should be dropped off by Street Department by October 16, 2019 and the Student Council should put them up by 4:00 PM. I will include a map and letter head for this street closure for your review.

RECOMMENDATION: Approve / Disapprove

Recommending providing barricades and SRO's are utilized.

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<td>M. Anderson #2922</td>
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DATE: September 26, 2019
Veronica Hunt,
Harlingen High School Student Council
1201 East Marshall Avenue
Harlingen, Texas 78550

The Honorable Chris Boswell
Mayor, City of Harlingen
118 East Tyler Avenue
Harlingen, Texas 78550

September 16, 2019

Dear Mayor Boswell:

The Harlingen High School Student Council would like to invite you and the citizens of Harlingen to celebrate our annual Homecoming festivities. This year’s events will take place Thursday, October 17th and Friday, October 18th. On Thursday, the HHS Student Council will host a parade and burning of the “H”, and on Friday, the Harlingen Cardinals will take on the Brownsville Hanna High Eagles at Boggus Stadium at 7:30 PM.

As with years past, we are asking for the city’s help with the street closures, including portions of Seventh Street, Thirteenth Street, and Marshall. I have included a map for your review. Also, we are requesting traffic support as well as barricades to close the streets on the parade route during the event. We appreciate all you do to make this celebration a success. If you need further information, please do not hesitate to contact me by phone at 956-579-9645 or by email at veronica.hunt@hcisd.org. In the event that I am not available, please contact Mrs. Chrissy Daniels by phone at 956-572-3945 or chrissy.daniels@hcisd.org.

Thank you again for all your help.

Respectfully,

Veronica Hunt,
Advisor, HHS Student Council
Pena, Frances

From: Alvarez, Eduardo
Sent: Friday, September 27, 2019 11:54 AM
To: Pena, Frances
Subject: RE: STREET CLOSURE REQUEST - HHS STUDENT COUNCIL

HFD has no issues with these closures.

Thanks,

Eduardo Alvarez
Assistant Fire Chief
Harlingen Fire Department
24200 N. FM 509
Harlingen, TX 78550
956-897-1131

From: Pena, Frances
Sent: Friday, September 27, 2019 11:50 AM
To: Rubio, Roy; Alvarez, Eduardo; Henderson, Donna; Robles, Lile
Subject: STREET CLOSURE REQUEST - HHS STUDENT COUNCIL
Importance: High

Good Morning Asst. Fire Chief Alvarez:

I would ask if you could please review the attached street closure request and provide your recommendation ASAP so that I can include as an agenda item at the City Commission meeting set for October 2, 2019 so City Secretary needs your approval IMMEDIATELY.

So sorry for the late notice but we just received it ourselves.

Thank you for your assistance in this matter!

Frances Peña, Executive Admin. Assistant
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
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ORDINANCE NO. 19-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF HARLINGEN, TEXAS AUTHORIZING THE CLOSURE OF A PORTION OF THE ALLEY BETWEEN FIRST STREET AND SECOND STREET; PROVIDING FOR PUBLICATION AND ORDAINING OTHER MATTERS RELATED TO THE FOREGOING.

WHEREAS, the City Commission believes and so finds that it would serve the best interest of the City of Harlingen to close a portion of the alley, (retaining all utility easements) and release right to use same as a public street.

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

SECTION I: Under and by virtue of the powers vested in it by the Constitution and laws of the State of Texas, the City of Harlingen, Texas, a home rule city, hereby vacates and closes certain right-of-way for the portion of the alley more fully described as follows:

Being a 0.046 acre tract (2,000.00 SF) tract of land out of an existing City of Harlingen alley that lies between lots 9 thru 12 and Lots 13 thru 16, Block 70, Harlingen Original Townsite as shown on map recorded in Volume 2, Page 14, of the Map Records of Cameron County, Texas. Said 0.046 acre tract being more particularly described as follows:

Beginning at the Southeast corner of Lot 12, Block 70, said point lying at the intersection of the North line of said 20.0 ft. alley and the West right of way line of Second Street (60' ROW) for the Northeast corner of the tract herein described and the POINT OF BEGINNING;

THENCE, South, a distance of 20.0 feet to a point, said point being the Northeast corner of Lot 13, Block 70 and the Southeast corner of said 20.0 ft. alley for the Southeast corner of the tract herein described;

THENCE, West, along the South line of said 20.0 ft. alley, a distance of 100.0 feet to a point, said point being the Northwest corner of Lot 16, Block 70 for the Southwest corner of the tract herein described;

THENCE, North, a distance of 20.0 feet to a point, said point being the Southwest corner of Lot 9, Block 70 and lying on the North line of said 200 ft. alley for the Northwest corner of the tract herein described;

THENCE, East, along the North line of said 20.0 ft. alley, a distance of 100.00 to the POINT OF BEGINNING and containing a 0.046 acre tract of land, more or less.

As shown on attached Exhibit A.

SECTION II: The City of Harlingen hereby specifically retains utility easements and right-of-way along, across, over and through a part of the above described property and the right to the construction, reconstruction, maintenance and operation of all utilities and right-of-way.

SECTION III: This Ordinance shall be in full force and effect from and after its final passage, approval and publication as by the Charter of the City of Harlingen and the laws of the State of Texas provided.

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

FINALLY ENACTED THIS ______day of ___________ , 2019 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

__________________________
Chris Boswell, Mayor

ATTEST:

__________________________
Amanda C. Elizondo, City Secretary
PROPOSED DEDICATION OF
AEP EASEMENT

Exhibit B

PORTION OF ALLEY BETWEEN
LOTS 9-12 & 13-16, BLOCK 70
HARLINGEN ORIGINAL TOWNSITE
(Rec. Vol. 2, Pg. 14, M.R.C.C.)

WWS
ENGINEERING DEPARTMENT

Scale: 1" = 50'

Van Buren Ave.

Harrison Ave.

SE COR. LOT 12, BLOK 70
A POINT OF BEGINNING

EXISTING 20' ALLEY

NORTH

EAST 100.0'

WEST 100.0'

SOUTH

0.046 Acre (2,000 SF)

SCALE:

0

25

50

0 25 50
**AGENDA ITEM**

**EXECUTIVE SUMMARY**

Meeting Date: **OCTOBER 2, 2019**

**AGENDA ITEM:**
Consider and take action to approve an Ordinance on First Reading for a Specific Use Permit to allow an adult business (smoke shop) in a General Retail ("GR") District located at 216 N. Ed Carey Drive, Suite 6, bearing a legal description of 1.583 acres out of Vector Subdivision Unit 1. Applicant: Eyal Turgeman

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<th>Prepared By:</th>
<th>Xavier Cervantes, AICP</th>
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<tr>
<td>Title:</td>
<td>Planning and Development Director</td>
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<td>Signature:</td>
<td>![Signature]</td>
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**BRIEF SUMMARY:**

**Project Timeline**
- **August 1, 2019** – Application for Specific Use Permit ("SUP") submitted to the City. *(ATTACHMENT I - II)*
- **August 31, 2019** – In accordance with Statute 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 11, 2019** - Public hearing was conducted by the Planning and Zoning Commission (P&Z). **The P&Z Commission recommended approval of the request based on the Staff recommendation by a 4 to 0 vote with 1 abstention.**
- **September 18, 2019** – Public hearing was conducted by the City Commission. The City Commission tabled action on the item.
- **October 2, 2019** – Consideration of First Ordinance Reading scheduled before the City Commission.
- **October 2, 2019** – Pending approval of First Ordinance Reading, consideration of approval of Second Ordinance Reading scheduled before the City Commission.

**Summary**
- Per the Code of Ordinances, an “adult business” (smoke/vape shop) use in a “GR” District requires the approval of an SUP by the City Commission.
- The applicant is requesting a Specific Use Permit (SUP) to allow a smoke shop under the name of “Cloud 9” out of an existing suite within “The Plaza” at 216 N. Ed Carey Dr. The proposed suite is approximately 1,800 square feet as noted in the site and floor plans submitted. *(ATTACHMENT III)*
- Based on information provided, the applicant is proposing to operate from 10am to 10pm, Monday – Sunday. The merchandise will consist of general vape equipment such as assorted vaporizers, e-liquids, tobacco accessories, adult novelties, CBD, posters, tapestries, hookahs, and cigars. Five parking spaces are required and provided in the common parking area. *(ATTACHMENT IV)*
- Surrounding properties are zoned General Retail (GR) District in all directions. Surrounding land uses within the plaza consist of Stripes, Nova Medical Clinic, Easy to Go Tacos, Harbor Freight, and Charlie Clark Nissan. The land uses north, south, and east of the “The Plaza” consist of commercial use.
(ATTACHMENT V)

- The City of Harlingen Building Inspections, Health, Fire Prevention, Building and Inspections, and Police Departments reviewed the SUP application. The departments reported no objection to the proposed request subject to adhering to the Harlingen Code of Ordinances and procedures administered by each department. (ATTACHMENT VI).

- The applicant must obtain and maintain the proper State permits.

- Planning and Zoning Department has not received any objections to the request from surrounding property owners.

- In accordance with the zoning ordinance, the P&Z and City Commission may impose any requirements and conditions of approval as are needed to ensure that a use requested by a SUP is compatible and complementary to adjacent properties.

**FUNDING (IF APPLICABLE):**

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

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

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

**STAFF RECOMMENDATION:**

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

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

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

**Comments:**

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

09/26/11
CITY OF HARLINGEN PLANNING AND ZONING DIVISION
MASTER APPLICATION

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address: 216 N. Ed Corey Dr., Ste. 16
Nearest Intersection: Ed Core + Express 83

(Proposed) Subdivision Name: Leeward 1
Lot: 1587
Block: 1

Existing Zoning Designation: General
Future Land Use Plan Designation: No

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent: Evangeline Jacob
Phone: (956) 433-1085, FAX: (956) 772-1003
Email Address: evangelinejacob@hotmail.com
Mailing Address: P.O. Box 3746
City: South Padre Island
State: TX
Zip: 78597

Property Owner: South Texas Harlingen Center
Phone: (956) 969-8648, FAX: (956) 373-7036

Email Address: ml@advisecurity.com
Mailing Address: 2300 W. Pike St., 6th Floor
City: Weslaco
State: TX
Zip: 78596

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

- [ ] Annexation Request: No Fee
- [ ] Administrative Appeal (ZBA): $125.00
- [ ] Comp. Plan Amendment Request: $250.00
- [ ] Re-zoning Request: $250.00
- [x] SUR Plan Amendment: $250.00
- [ ] Zoning Variance Request (ZBA): $250.00
- [ ] PDD Request: $250.00
- [ ] License to Encroach: $250.00
- [ ] Preliminary Plat: $100.00
- [ ] Final Plat: $50.00
- [ ] Minor Plat: $100.00
- [ ] Re-plat: $250.00
- [ ] Vacating Plat: $50.00
- [ ] Development Plat: $100.00
- [ ] Subdivision Variance Request: $25.00 (each)

Please provide a basic description of the proposed project: SUR for Smoke St. Lab

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

Applicant’s Signature: [Signature]
Date: 8/1/19

Property Owner(s) Signature: [Signature]
Date: 8/1/19

Accepted by: [Signature]
Date: 

3
Garces, Allan E.

From: David McDaniel [d.mc@davisequity.com]
Sent: Friday, August 09, 2019 8:26 AM
To: Garces, Allan E.
Subject: FW: Scanned image from Davis Equity Realty
Attachments: scan@davisequity.com_20190809_081429.pdf

Good morning Allan.

This the master application for a special use permit for our Tenant Prospect Cloud 9 at the 216 N. Ed Carey address.

The adjacent Dollar Tree has given us approval to proceed.

David McDaniel
Davis Equity Management
Davis Equity Realty
956-969-8648

For Information of Brokerage Services click here.
Garces, Allan E.

From: Cloud Nine [cloud9spi@yahoo.com]
Sent: Friday, August 02, 2019 1:47 PM
To: Garces, Allan E.
Subject: Cloud 9 Harlingen

To: Allen Garces
I would like to open a smoke shop in the city Harlingen. The shop will carry a wide variety of merchandise. I will be selling, assorted vaporizers, e-liquids, tobacco accessories, adult novelties, CBD, posters, tapestries, hookahs, and cigars. I will be selling similar items to other smoke shops already in the Harlingen. Our hours will be from 10am-10pm, seven days a week.

Thank you,
Eyal Turgeman
(956) 433-1085
<table>
<thead>
<tr>
<th><strong>APPLICANT:</strong></th>
<th>EYAL TURGEMAN</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PHONE NO.:</strong></td>
<td>956-433-1085</td>
</tr>
<tr>
<td><strong>LOCATION:</strong></td>
<td>216 N ED CAREY DR STE 6, HRL, TX</td>
</tr>
<tr>
<td><strong>PROJECT DESCRIPTION:</strong></td>
<td>SUP FOR SMOKE SHOP</td>
</tr>
</tbody>
</table>

**DEPARTMENT:** Health Dept

**APPROVAL:**

- [x] YES
- [ ] NO

**COMMENTS:**

Since no kitchen equipment will be installed and no foods will be prepared or sold at this location, no health department requirements are necessary.

**SIGNATURE**

[Signature]

**DATE**

9-3-19
## Specific Use Permit ("SUP") Routing Slip

| **Applicant:** Eyal Turgeman |  
| **Phone No.:** (956) 433-1085 |  
| **Location:** 216 N Ed Carey Drive Ste 6 |  
| **Project Description:** SUP request for a smoke shop |  

| **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.**

![Signature]

**Date:** August 29, 2019
Specific Use Permit ("SUP") Routing Slip

<table>
<thead>
<tr>
<th>Applicant:</th>
<th>EYAL TURGEMAN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone No.:</td>
<td>956-433-1085</td>
</tr>
<tr>
<td>Location:</td>
<td>216 N ED CAREY DR STE 6, HRL, TX</td>
</tr>
<tr>
<td>Project Description:</td>
<td>SUP FOR SMOKE SHOP</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Department:</th>
<th>Building Inspections Department</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approval:</td>
<td>☒ YES ☐ NO</td>
</tr>
</tbody>
</table>

Comments: 1. Require to apply for any and all applicable permits. (Re-occupancy, Building, Electrical, Plumbing, & Mechanical) 2. Must comply with all applicable city ordinances, codes and standards before a final Certificate of Occupancy is issued.

<table>
<thead>
<tr>
<th>Esmael Ortega Jr.</th>
<th>8/29/19</th>
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</thead>
<tbody>
<tr>
<td>Signature</td>
<td>Date</td>
</tr>
<tr>
<td><strong>APPLICANT:</strong></td>
<td>Eyal Turgeman</td>
</tr>
<tr>
<td>----------------</td>
<td>---------------</td>
</tr>
<tr>
<td><strong>PHONE NO.:</strong></td>
<td>956-433-1085</td>
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<tr>
<td><strong>LOCATION:</strong></td>
<td>216 N Ed Carey Dr Ste 6, Harlingen, TX</td>
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<td><strong>PROJECT DESCRIPTION:</strong></td>
<td>SUP FOR SMOKE SHOP</td>
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<thead>
<tr>
<th><strong>DEPARTMENT:</strong></th>
<th>HARLINGEN POLICE DEPT.</th>
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</table>

**APPROVAL:**

- [ ] YES
- [X] NO

**COMMENTS:**

---

**SIGNATURE:**

[Signature]

**DATE:**

9-9-19
ORDINANCE NO. 19-

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF HARLINGEN: TO ISSUE A SPECIFIC USE PERMIT TO EYAL TURGEMAN TO ALLOW AN ADULT BUSINESS (SMOKE SHOP) IN A GENERAL RETAIL (GR) DISTRICT LOCATED AT 216 N. ED CAREY DRIVE, SUITE 6, BEARING A LEGAL DESCRIPTION OF 1.583 ACRES OUT OF VECTOR SUBDIVISION UNIT 1, SUBJECT TO: (1) OBTAINING AND MAINTAINING THE PROPER STATE AND CITY PERMITS; (2) MAINTAINING THE REQUIRED PARKING IN ACCORDANCE WITH CITY REGULATIONS; (3) PROVIDING VIDEO SURVEILLANCE WITH A 30 DAY RETENTION; AND (4) COMPLYING WITH THE REQUIREMENTS ADMINISTERED BY THE PLANNING AND ZONING, BUILDING INSPECTIONS, ENVIRONMENTAL HEALTH, FIRE PREVENTION, AND POLICE DEPARTMENTS.

WHEREAS, the Planning and Zoning Commission of the City of Harlingen pursuant to Harlingen's Zoning Ordinance procedure, has recommended a specific 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 specific 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 issued a specific use permit as indicated with the following conditions:

To issue a Specific Use Permit to Eyal Turgeman to allow an adult business (smoke shop) (GR) District located at 216 N. Ed Carey Drive, Suite 6, bearing a legal description of 1.583 acres out of Vector Subdivision Unit 1 subject to: (1) Obtaining and maintaining the proper State and City permits; (2) Maintaining the required parking in accordance with city regulations; (3) Providing video surveillance with a 30 day retention; and (4) Complying with the requirements administered by the Planning and Zoning, Building Inspections, Environmental Health, Fire Protection, and Police Departments.

The provisions prohibiting the violation of the Zoning Ordinance shall continue in full force and effect and apply to this amendment.

The specific use permit is made contingent upon a site plan, a true and correct copy of which is attached hereto and incorporated herein by reference as EXHIBIT "A".

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 ____________, 2019, 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

Chris Boswell, Mayor
ATTEST:

Amanda C. Elizondo, City Secretary
PUBLIC HEARING AND TAKE ACTION TO CONSIDER A REQUEST FOR A
SPECIFIC USE PERMIT TO ALLOW AN ADULT BUSINESS (SMOKE SHOP) IN A
GENERAL RETAIL ("GR") DISTRICT LOCATED AT 216 N. ED CAREY DRIVE,
SUITE 6, BEARING A LEGAL DESCRIPTION OF 1.583 ACRES OUT OF VECTOR
SUBDIVISION UNIT 1. APPLICANT: EYAL TURGEAN

Mr. Garces summarized the following:

- The applicant was requesting a Specific Use Permit (SUP) to allow a
  smokelvape shop under the name of "Cloud 9" out of an existing suite within
  "The Plaza" at 216 N. Ed Carey Dr.
- The proposed suite is approximately 1,800 square feet as noted in the site and
  floor plans submitted.
- Based on information provided, the applicant was proposing to operate from
  10am to 10pm, Monday – Sunday.
- The merchandise would consist of general vape equipment such as assorted
  vaporizers, e-liquids, tobacco accessories, adult novelties, CBD, posters,
  tapestries, hookahs, and cigars. Five parking spaces were required and provided
  in the common parking area.
- Surrounding properties are zoned General Retail (GR) District in all directions.
  Surrounding land uses within the plaza consist of Stripes, Nova Medical Clinic,
  Easy to Go Tacos, Harbor Freight, and Charlie Clark Nissan.
- The City of Harlingen Building Inspections, Health, Fire Prevention, Building and
  Inspections, and Police Departments reviewed the SUP application and reported
  no objection.
- The Planning and Zoning Department did not receive any objections to the SUP
  request from the surrounding property owners.

Staff recommended approval of the Specific Use Permit subject to:

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

Mr. Garces stated that the applicant was not present; however, the applicant sent a
representative on his behalf. The property owner was also present.

Chm. Peacock asked if there were any questions for staff. Cmr. Lowry stated that
"adult novelties" would be sold based on the information the applicant provided. He
asked staff what does that consists of.

Mr. Garces stated that he would let the applicant answer that question to provide more
detailed information.
Chrm. Peacock opened the public hearing.

Mr. Jacob Humayun, applicant’s representative stated they had two Cloud 9 stores in Brownsville and they would like to open one in Harlingen. He stated that 80% to 90% of adult novelty inventory is lingerie.

No hard items will be sold. With no comments from the public and no additional questions from the board, Chrm. Peacock closed the public hearing.

Cmr. Wolf made a motion to approve the SUP request as per staff’s recommendation. Cmr. Martinez seconded the motion, which passed by a 4 to 0 vote. Cmr. Lowry abstained.
AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: October 2, 2019

Agenda Item:
Consider and take action to approve an Ordinance on First Reading to rezone from Residential, Single Family (“R-1”) District to Neighborhood Services (“NS”) District for 0.891 of an acre out of Block 21, Howard Dixieland Heights Subdivision, located at 1401 Dixieland Road. Applicant: Ricardo Caballero

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

Brief Summary:

Project Timeline

- **August 14, 2019** – Application for rezoning submitted to the City (**ATTACHMENT I and II**).
- **August 31, 2019** – In accordance with Statute 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 11, 2019** – Public hearing was conducted by Planning and Zoning Commission (P&Z). The **P&Z Commission recommended approval of the rezoning request by a 5 to 0 vote**.
- **September 18, 2019** – Public hearing was conducted by the City Commission. The City Commission tabled action on the item.
- **October 2, 2019** – Consideration of requested rezoning via First Ordinance Reading.
- **October 16, 2019** – Pending approval of First Ordinance Reading, consideration of approval of Second Ordinance Reading scheduled before the City Commission.

Summary

- The applicant is requesting to rezone the subject property from Residential, Single Family (“R-1”) District to Neighborhood Services (“NS”) District to allow for a fourplex and office use on the subject property (**ATTACHMENT III**).

- There is an existing 1,508 square ft. single family residence on the subject property, which the applicant is proposing to demolish to allow for the said fourplex and office use on the subject property. The triangular shaped property has 246 feet of frontage on Dixieland Road, 42 feet of frontage on Bothwell Road, and a depth of 185 feet at its longest point. Dixieland Road is a four lane 48 ft. b/b curb and gutter paved street (**ATTACHMENT IV-VI**).

- The subject property was zoned to Residential, Single Family (“R-1”) as part of a City Initiated Rezoning on January 18, 2017.

- The surrounding properties are zoned Residential, Mobile Home (“MH”) District to the
north, Neighborhood Services ("NS") District to the south, and Residential, Single Family ("R-1") District to the east and west (ATTACHMENT III). The surrounding land use consists of the Dixieland Mobile Home Park to the north, The Little Red School House Child Development Center to the south, Harlingen South High School to the east, and Grace Point Fellowship Church to the west (ATTACHMENT VII).

- Neighborhood Services ("NS") District is designed to service the domestic needs of the immediate neighborhood. Some of the uses permitted "by right" in the district include: residential uses (including a fourplex), with the exception of mobile home use, bakery, church, school, professional offices, and a pharmacy.

- The Future Land Use Plan (FLUP) component of the City of Harlingen Comprehensive One Vision One Harlingen shows this area as low density residential (ATTACHMENT VIII). Although the requested rezoning is not consistent with the Future Land Use Plan, it is consistent with the adjacent Neighborhood Services ("NS") zoning to the south, and the surrounding land use.

- To the present, the Planning and Zoning Department has not received any objections from the surrounding property owners for the proposed rezoning request.

<table>
<thead>
<tr>
<th>Funding (if applicable):</th>
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<tr>
<td>Are funds specifically designated in the current budget for the full amount</td>
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<tr>
<td>for this purpose?</td>
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<tr>
<td>*If no, specify source of funding and amount requested:</td>
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<tr>
<th>Finance Director’s approval:</th>
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<td>Yes</td>
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<th>Staff Recommendation:</th>
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<tr>
<td>Staff recommends approval.</td>
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<tr>
<th>City Manager’s approval:</th>
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<tbody>
<tr>
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<table>
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<tr>
<th>Comments:</th>
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<tr>
<th>City Attorney’s approval:</th>
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<tr>
<td>Yes</td>
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CITY OF HARLINGEN PLANNING AND ZONING DIVISION
MASTER APPLICATION

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address: 1401 Dixieland
Nearest Intersection: Dixieland & Lincoln
(Proposed) Subdivision Name: Howard's Dixieland Heights
Lot: 81
Block: 21
Existing Zoning Designation: R1
Future Land Use Plan Designation: NS

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent: Ricardo Caballero
Phone: 956-454-7305 FAX: N/A
Email Address (for project correspondence only): rickscaballer@gmail.com
Mailing Address: 610 Naco Dr.
City: Harlingen
State: TX
Zip: 78550

Property Owner: "SAME"

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: No Fee
☐ Administrative Appeal (ZBA): $125.00
☐ Comp. Plan Amendment Request: $250.00
☐ Re-zoning Request: $250.00
☐ SUP Request/Renewal: $250.00
☐ Zoning Variance Request (ZBA): $250.00
☐ PDD Request: $250.00
☐ License to Encroach: $250.00
☐ Preliminary Plat: $100.00
☐ Final Plat: $50.00
☐ Minor Plat: $100.00
☐ Re-plat: $250.00
☐ Vacating Plat: $50.00
☐ Development Plat: $100.00
☐ Subdivision Variance Request: $25.00 (each)

Please provide a basic description of the proposed project:

Rezoning from R1 to NS for the purpose of building Apts on one side and Office use on the other side.

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 approval may be revoked.

Applicant's Signature: Date: 8-8-19

Property Owner(s) Signature: Date: 8-8-19

Accepted by: Date:
RE-ZONING REQUEST
SUBMITTAL CHECKLIST

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

Complete:
- A master and bounds description or survey plat of the tract(s) in which the re-zoning is requested.
- City and school Tax Certificates
- A written statement describing the proposed use(s) of the subject property (can be provided on Master Application).
- Any other information (elevation drawings, pictures, etc.) in support of the subject request.

- I understand that I am requesting an amendment to the City's Zoning Ordinance and it will not be scheduled for Planning and Zoning Commission review unless all items on this list are completed.

- I understand that in accordance State law and the Zoning Ordinance, no later than ten (10) days prior to consideration by the Planning and Zoning Commission:
  - A notice will be published in the Valley Morning Star describing the request and the date, time, and location of the public hearing; and
  - Notices will be mailed to all property owners within 200 feet of the tract describing the request and the date, time, and location of the public hearing.

- I understand that while all requirements for the submittal of a re-zoning request may be complete, the City Commission is the sole authority for the consideration and approval or denial of the request.

Owner: [Signature]
Date: 8-9-19

Owner Address: 110 Madeo Dr. Harlingen, TX 78550

Phone/Fax: (956) 527-8440 (office) (956) 647-5002 (fax)

Signature: [Signature]

Ricardo Gonzales
Request of Ricardo Caballero to rezone from Residential, Single Family ("R-1") District to Neighborhood Services ("NS") District for 0.891 of an acre out of Block 21, Howard Dixieland Heights Subdivision, located at 1401 Dixieland Road.
Attachment IV

VIEW FROM THE EAST ON DIXIELAND ROAD
Attachment V

VIEW FROM THE NORTH ON DIXIELAND ROAD
VIEW FROM THE SOUTH ON DIXIELAND ROAD
Future Land Use Map

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

Future Land Use

- Agricultural/Rural Residential
- Institutional
- Employment Center
- Low Density Residential
- High Density Residential
- Medium Density Residential
- Industrial
- Recreational/Open Space
- Retail-Regional
- Retail/Commercial/Office
- 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. 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 9.5.19.
ORDINANCE NO. 19

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 0.891 OF AN ACRE OUT OF BLOCK 21, HOWARD DIXIELAND HEIGHTS SUBDIVISION, LOCATED AT 1401 DIXIELAND ROAD; PROVIDING FOR PUBLICATION AND ORDAINING OTHER MATTERS RELATED TO THE FOREGOING

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

BE IT ORDAINED BY THE CITY OF HARLINGEN

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

Rezoning from Residential, Single Family ("R-1") to Neighborhood Services ("NS") for 0.891 of an acre out of Block 21, Howard Dixieland Heights Subdivision, located at 1401 Dixieland Road.
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 _____________, 2019 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

Chris Boswell, Mayor

ATTEST:

Amanda C. Elizondo, City Secretary
Request of Ricardo Caballero to rezone from Residential, Single Family ("R-1") District to Neighborhood Services ("NS") District for 0.891 of an acre out of Block 21, Howard Dixieland Heights Subdivision, located at 1401 Dixieland Road.
PUBLIC HEARING AND TAKE ACTION TO CONSIDER A REQUEST TO REZONE FROM RESIDENTIAL, SINGLE FAMILY (R-1) DISTRICT TO NEIGHBORHOOD SERVICES (NS) DISTRICT FOR 0.891 OF AN ACRE OUT OF BLOCK 21, HOWARD DIXIELAND HEIGHS SUBDIVISION, LOCATED AT 1401 DIXIELAND ROAD. APPLICANT: RICARDO CABALLERO

Mr. Olivo summarized the following:

- The applicant is requesting to rezone the subject property from Residential, Single Family ("R-1") District to Neighborhood Services ("NS") District to allow for a fourplex and office use on the subject property.

- There is an existing 1,508 square ft. single family residence on the subject property, which the applicant is proposing to demolish to allow for the said fourplex and office use on the subject property. The triangular shaped property has 246 feet of frontage on Dixieland Road, 42 feet of frontage on Bothwell Road, and a depth of 185 feet at its longest point. Dixieland Road is a four lane 48 ft. w/b curb and gutter paved street.

- The subject property was zoned to Residential, Single Family ("R-1") as part of a City Initiated Rezoning on January 18, 2017.

- The surrounding properties are zoned Residential, Mobile Home ("MH") District to the north, Neighborhood Services ("NS") District to the south, and Residential, Single Family ("R-1") District to the east and west. The surrounding land use consists of the Dixieland Mobile Home Park to the north, The Little Red School House Child Development Center to the south, Harlingen South High School to the east, and Grace Point Fellowship Church to the west.

- Neighborhood Services ("NS") District is designed to service the domestic needs of the immediate neighborhood. Some of the uses permitted "by right" in the district include: residential uses (including a fourplex), with the exception of mobile home use, bakery, church, school, professional offices, and a pharmacy.

- The Future Land Use Plan (FLUP) component of the City of Harlingen Comprehensive Plan One Vision One Harlingen shows this area as low density residential. Although the requested rezoning is not consistent with the Future Land Use Plan, it is consistent with the adjacent Neighborhood Services ("NS") zoning to the south, and the surrounding land use.

- To the present, the Planning and Zoning Department has not received any objections from the surrounding property owners for the proposed rezoning request.

Staff recommended approval of the rezoning.

Cmr. Peacock asked if there was any questions for staff.

Cmr. Wolf asked how the applicant was going to accommodate the required turn around for the required off-street parking when backing out into Dixieland Road, considering the size of the lot.
Mr. Olivo responded that the off-street parking lot maneuvering has to be within the property and would not be allowed into Dixieland Road.

Vice Chrm. Consiglio asked what is not allowed in a Neighborhood Services District.

Mr. Olivo responded that a bar, restaurant and mobile home use is not allowed in a Neighborhood Services District. He further added that a retail store is not allowed by right, but is allowed with an approved specific use permit.

Chrm. Peacock asked why the property was not recommended to be rezoned to General Retail.

Mr. Olivo responded that Staff recommended Neighborhood Services District because it is consistent with the Neighborhood Services District to the south and with the surrounding land uses which included the schools, church and residential uses in the area. He added that Neighborhood Services District is designed to serve the domestic needs of the immediate neighborhood and that it is similar to light commercial. The Neighborhood Services District also allows the uses that the applicant is proposing for the property. He further added that the General Retail District is a higher intense zoning, which is currently located on Dixieland Road further north of the subject property.

Chrm. Peacock asked why the Neighborhood Services District is not shown on the legend of the Future Land Use Map.

Mr. Olivo responded that the Neighborhood Services District is part of the General Retail land use category in the Harlingen Comprehensive Plan.

Mr. Cervantes added that not all zoning districts are going to be listed on the Future Land Use Map legend. He said that comprehensive plans do not go into specific zoning categories in the land use map and that they had more general recommendations like commercial, residential, or industrial.

With no further questions for Staff, Chairman Peacock opened the public hearing.

With no comments from the public, Chairman Peacock closed the public hearing.

Cmr. Wolf made a motion to approve the rezoning of the property. Cmr. Camacho seconded the motion, which passed by a 5 to 0 vote.
AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: October 2, 2019

Agenda Item:
Consideration and possible action to approve an Ordinance on First Reading to abandon and vacate a portion of a 1.0-foot non-access easement being 0.0006 acre of land (27 square feet) out of Lot 5, Arbor Health Subdivision, located at 1801 Atrium Place. Applicant: Jeff Bell

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

Brief Summary:

Project Timeline
- August 27, 2009 – Arbor Health Subdivision was recorded.
- September 11, 2019 – Application for abandonment of an access easement submitted to the City. (ATTACHMENT I).
- September 12, 2019 – Application routed to City Engineering Department for review.
- September 19, 2019 – City Engineer submits memo recommending approval of easement abandonment.
- October 2, 2019 – Consideration of the non-access easement abandonment before the City Commission on First Ordinance Reading.
- October 16, 2019 – Pending approval of First Ordinance Reading, consideration of approval of Second Ordinance Reading scheduled before the City Commission.

Summary
- The applicant is requesting that a portion of an existing 1.0-foot non-access easement located on the north side of his property be abandoned and vacated in order to allow an entrance off Haine Drive for a proposed multi-family development on the subject property (ATTACHMENT II). The subject easement interferes with the owner’s planned use of the property.
- The subject property is currently vacant. It has 270 feet of frontage on Haine Drive and a depth of 312 feet at it longest point. Based on the site plan, the proposed development will consist of eleven duplexes and eight detached apartment units, with access from Atrium Place and Haine Drive (ATTACHMENT III).
- The requested access easement abandonment has been reviewed and approved by the Engineering Department (ATTACHMENT IV).
- The attached recording instrument will abandon and vacate the subject non-access easement (ATTACHMENT).

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

9/26/10
September 11, 2019

Mr. Xavier Cervantes
City of Harlingen Zoning Director

Ref: Lot# 5 & 6, Arbor Health Subdivision

Requesting abandoned of 1.0' Non-Access Easement, for access on Haine Dr.;
as per survey submitted by Moore Land Surveying LLC.

Thank you in advance.

Jeff Bell
17410 State Hwy 107
Harlingen, Texas 78552
(956) 357-6236
METES AND BOUNDS
0.0006 ACRE (27 SQUARE FEET) OF LAND

BEING 0.0006 ACRE OF LAND (27 SQUARE FEET) OUT OF LOT 5, ARBOR HEALTH SUBDIVISION, RECORDED IN CABINET 1, PAGE 3003-B, MAP RECORDS OF CAMERON COUNTY, TEXAS. BEING OUT OF A 1 FOOT WIDE NON-ACCESS EASEMENT; SAID 0.0006 ACRE OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT AN IRON ROD FOUND FOR THE NORTHEAST CORNER OF LOT 5, BEING ON THE SOUTH RIGHT OF WAY OF HAINES DRIVE (HAVING 80.00 FEET OF RIGHT-OF-WAY) AND BEING ON A CURVE TO THE RIGHT,

THENCE ALONG THE NORTH BOUNDARY OF LOT 5 AND ALONG SAID CURVE TO THE RIGHT, WITH A RADIUS OF 1,040.00 FEET, AN ARC LENGTH OF 103.99 FEET, AND A CENTRAL ANGLE OF 05 DEG. 41 MIN. 45 SEC., HAVING A CHORD BEARING OF NORTH 56 DEG. 26 MIN. 05 SEC. WEST AND A CHORD DISTANCE OF 103.34 FEET TO AN IRON ROD FOUND;

THENCE CONTINUING ALONG THE NORTH BOUNDARY OF LOT 5, NORTH 53 DEG. 35 MIN. 13 SEC. WEST A DISTANCE OF 15.01 FEET TO A POINT, FOR THE NORTHEAST CORNER AND POINT OF BEGINNING OF THE TRACT HEREBIN DESCRIBED;

1) THENCE LEAVING THE NORTH BOUNDARY OF LOT 5, SOUTH 36 DEG. 24 MIN. 47 SEC. WEST A DISTANCE OF 1.00 FOOT TO A POINT, FOR THE SOUTHEAST CORNER OF THE TRACT HEREBIN DESCRIBED;

2) THENCE NORTH 53 DEG. 35 MIN. 13 SEC. WEST A DISTANCE OF 27.13 FEET TO A POINT, FOR THE SOUTHWEST CORNER OF THE TRACT HEREBIN DESCRIBED;

3) THENCE NORTH 36 DEG. 24 MIN. 47 SEC. EAST A DISTANCE OF 1.00 FOOT TO A POINT ON THE NORTH BOUNDARY OF LOT 5, BEING ON THE SOUTH RIGHT OF WAY OF HAINES DRIVE, FOR THE NORTHWEST CORNER OF THE TRACT HEREBIN DESCRIBED;

4) THENCE ALONG THE NORTH BOUNDARY OF LOT 5 AND THE SOUTH RIGHT OF WAY OF HAINES DRIVE, SOUTH 53 DEG. 35 MIN. 13 SEC. EAST A DISTANCE OF 27.13 FEET TO THE POINT OF BEGINNING; CONTAINING 0.0006 ACRE OF LAND WITHIN THESE METES AND BOUNDS

Basis of bearings as per Arbor Health Subdivision, recorded in Cabinet 1, Page 3003-B, Map Records of Cameron County, Texas.
VIEW FROM THE NORTH ON HAIENE DRIVE
September 19, 2019

Mr. Joel Olivo  
Planning & Zoning Manager  
City of Harlingen  
502 E. Tyler  
Harlingen, Texas 78550

RE: Arbor Health Subdivision Lots 5 & 6 - 1.0' Non-Access Easement Abandonment

Dear Mr. Olivo:

We are in receipt of the request dated September 11, 2019 by Jeff Bell to abandon 27.13 feet of the 1.0' non-access easement in front of Haine Drive for the above-mentioned property. As per your discussion with the previous director of the Engineering department, this was agreed to in a separate meeting. Based on this information, the Engineering Department has reviewed the request and has no objection to the abandonment of the non-access easement.

If you have any questions, please feel free to contact me at (956) 216-5283 or via email at ksalinas@my.harlingen.us.

Sincerely,

Kimberly Salinas  
Assistant City Engineer

cc: Andy Vigstol, P.E., City Engineer
ORDINANCE NO. 19-____

AN ORDINANCE ABANDONING AND VACATING A PORTION OF
A 1.0 FOOT NON-ACCESS EASEMENT, DESCRIBED AS A 0.0006
ACRE OF LAND (27 SQUARE FEET) OUT OF LOT 5, ARBOR
HEALTH SUBDIVISION, LOCATED AT 1801 ATRIUM PLACE

WHEREAS, there exists a one (1) foot non-access easement being 0.0006 acre of land (27 square
feet) out of Lot 5, Arbor Health Subdivision, Cameron County, Texas; as described in Exhibit “A” and

WHEREAS, a request has been made by Jeff Bell which is the landowner for the subject lot to
abandon the non-access easement;

WHEREAS, the said non-access easement interferes with the future development of the subject
property; and

WHEREAS, the City Commission finds and determines that it is in the interest of economic
development to abandon the non-access easement: Now therefore

BE IT ORDAINED BY THE CITY OF HARLINGEN

SECTION 1: That the portion of the one (1) foot non-access easement located on the north side
of Lot 5, Arbor Health Subdivision Harlingen, Cameron County, Texas, according to the map recorded in
Cabinet 1, Slot 3303-B of the Map Records of Cameron County, Texas, and incorporated herein by
reference as Exhibit “A” is hereby abandoned and vacated.

FINALLY ENACTED this ______ day of October, 2019 at a regular meeting of the
Commission of the City of Harlingen, Texas at which a quorum was present and which was held
In accordance with TEXAS GOVERNMENT CODE, CHAPTER 551.

CITY OF HARLINGEN
Easement Abandonmen:
1801 Atrium Place

Chris Boswell, Mayor

ATTEST:

Amanda Elizondo, City Secretary
METES AND BOUNDS

0.0006 ACRE (27 SQUARE FEET) OF LAND

BEING 0.0006 ACRE OF LAND (27 SQUARE FEET) OUT OF LOT 5, ARBOR HEALTH SUBDIVISION, RECORDED IN CABINET 3, PAGE 3003-B, MAP RECORDS OF CAMERON COUNTY, TEXAS, BEING OUT OF A 3 FOOT WIDE NON-ACCESS EASEMENT; SAID 0.0006 ACRE OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT AN IRON ROD FOUND FOR THE NORTHEAST CORNER OF LOT 5, BEING ON THE SOUTH RIGHT OF WAY OF HAINES DRIVE (HAVING 80.00 FEET OF RIGHT-OF-WAY) AND BEING ON A CURVE TO THE RIGHT,

THEN ALONG THE NORTH BOUNDARY OF LOT 5 AND ALONG SAID CURVE TO THE RIGHT, WITH A RADIUS OF 1,040.00 FEET, AN ARC LENGTH OF 103.99 FEET, AND A CENTRAL ANGLE OF 06 DEG. 41 MIN. 45 SEC., HAVING A CHORD BEARING OF NORTH 56 DEG. 26 MIN. 05 SEC. WEST AND A CHORD DISTANCE OF 103.34 FEET TO AN IRON ROD FOUND;

THEN CONTINUING ALONG THE NORTH BOUNDARY OF LOT 5, NORTH 53 DEG. 35 MIN. 13 SEC. WEST A DISTANCE OF 15.01 FEET TO A POINT, FOR THE NORTHEAST CORNER AND POINT OF BEGINNING OF THE TRACT HEREBIN DESCRIBED;

1) THENECE LEAVING THE NORTH BOUNDARY OF LOT 5, SOUTH 36 DEG. 47 SEC. WEST A DISTANCE OF 1.00 FOOT TO A POINT, FOR THE SOUTHEAST CORNER OF THE TRACT HEREBIN DESCRIBED;

2) THENECE NORTH 53 DEG. 35 MIN. 13 SEC. WEST A DISTANCE OF 27.13 FEET TO A POINT, FOR THE SOUTHWEST CORNER OF THE TRACT HEREBIN DESCRIBED;

3) THENECE NORTH 36 DEG. 24 MIN. 47 SEC. EAST A DISTANCE OF 1.00 FOOT TO A POINT ON THE NORTH BOUNDARY OF LOT 5, BEING ON THE SOUTH RIGHT OF WAY OF HAINES DRIVE, FOR THE NORTHWEST CORNER OF THE TRACT HEREBIN DESCRIBED;

4) THENECE ALONG THE NORTH BOUNDARY OF LOT 5 AND THE SOUTH RIGHT OF WAY OF HAINES DRIVE, SOUTH 53 DEG. 35 MIN. 13 SEC. EAST A DISTANCE OF 27.13 FEET TO THE POINT OF BEGINNING; CONTAINING 0.0006 ACRE OF LAND WITHIN THESE METES AND BOUNDS

Basis of bearings as per Arbor Health Subdivision, recorded in Cabinet 3, Page 3003-B, Map Records of Cameron County, Texas.
AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: October 2, 2019

Agenda Item:
Consideration and possible action to approve an Ordinance on First Reading to abandon and vacate a 1.0-foot non-access easement being 360 square feet out of the south side of Lot 5, Block 1, Harlingen Heights II Subdivision, located at 2410 Spur 54. Applicant: Ezequiel Reyna, Jr.

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

Brief Summary:

Project Timeline
- December 21, 2012 – Harlingen Heights II Subdivision was recorded with the non-access easement along south side of property.
- July 24, 2019 – TxDOT issues a driveway permit off Spur 54.
- August 29, 2019 – Building permit for the Bar-B-Cutie restaurant was issued.
- August 23, 2019 – Application for abandonment of an access easement submitted to the City. (ATTACHMENT I-IV).
- August 23, 2019 – Application routed to City Engineering Department for review.
- September 20, 2019 – City Engineer submits memo recommending approval of easement abandonment.
- October 2, 2019 – Consideration of the non-access easement abandonment before the City Commission on First Ordinance Reading.
- October 16, 2019 – Pending approval of First Ordinance Reading, consideration of approval of Second Ordinance Reading scheduled before the City Commission.

Summary
- The applicant is requesting that the existing 1.0-foot non-access easement located along the south side of his property be abandoned and vacated in order to allow a driveway from Spur 54 for a proposed “Bar-B-Cutie” Restaurant under construction on the subject property (ATTACHMENT V). The subject easement interferes with the owner’s planned use of the property.
- A Bar-B-Cutie restaurant is under construction in the east side of the property. A commercial plaza is planned for the west side of the property. The property has 361 feet of frontage along Spur 54 and 307 feet of frontage along Harlingen Heights Drive. The subject non-access easement along Spur 54 was required by TxDOT during the subdivision process in order to comply with TxDOT’s access management guidelines. TxDOT has since approved the permit for an access driveway on Spur 54 for the subject property (ATTACHMENT V-X).
- The requested access easement abandonment has been reviewed and approved by the City Engineer (ATTACHMENT XI).
- The attached recording instrument will abandon and vacate the subject non-access
easement (ATTACHMENT XII).

<table>
<thead>
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<th>Funding (if applicable):</th>
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<tr>
<td>Are funds specifically designated in the current budget for the full amount</td>
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<td>for this purpose?</td>
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<td>*If no, specify source of funding and amount requested:</td>
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Finance Director’s approval: | Yes | No | N/A

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<th>Staff Recommendation:</th>
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<td>Staff recommends approval.</td>
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<th>City Manager’s approval:</th>
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<th>Comments:</th>
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<th>City Attorney’s approval:</th>
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<tr>
<td>Yes</td>
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*form revised 04/29/09*
CITY OF HARRINGEN PLANNING AND ZONING DIVISION
MASTER APPLICATION

PROPERTY INFORMATION: (Please PRINT or TYPE)
Project Address 2410 Spur 54
Nearest Intersection Harlingen Heights Drive/Spur 54
(Proposed) Subdivision Name Harlingen Heights II Subdivision
Lot 5 Block 1
Existing Zoning Designation General Retail District (GR) Future Land Use Plan Designation N/A

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)
Applicant/Authorized Agent Ezequiel Reyna, Jr. Phone (956) 968-9556 FAX
Email Address (for project correspondence only): dannyreyna2148@gmail.com
Mailing Address 702 W. Expwy. 83, Ste. 100 City Weslaco State TX Zip 78596
Property Owner Ezequiel Reyna, Jr. Phone (956) 968-9556 FAX
Email Address (for project correspondence only): dannyreyna2148@gmail.com
Mailing Address 702 W. Expwy. 83, Ste. 100 City Weslaco State TX Zip 78596

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

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

Please provide a basic description of the proposed project: Abandon 1 foot non access easement.

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

Applicant's Signature: ___________________________ Date: 8-23-19

Property Owner(s) Signature: ______________________ Date: 8-23-19

Accepted by: ___________________________ Date: __________________________
August 23, 2019

Mr. Xavier Cervantes, AICP
Planning and Development Director
City of Harlingen
502 E. Tyler Avenue
Harlingen, Texas 78550

Re: Easement Abandonment – Lot 5, Block 1 Harlingen Heights II Subd.
(Proposed Bar-B-Cutie Restaurant)

Dear Mr. Cervantes,

Please accept this letter as our request on behalf of the owner of Lot 5, Block 1 Harlingen Heights II Subdivision (Mr. Ezequiel Reyna, Jr.) for the abandonment of the 1-foot non access easement along Spur 54 within this lot. This abandonment is being requested in order to place a driveway for the proposed Bar-B-Cutie Restaurant from Spur 54. A TxDot permit has been secured for this permit. The application for abandonment has been submitted to the City and we look forward to the City’s approval of this request.

Your assistance in this matter is greatly appreciated. If you have any questions please feel free to contact me at your convenience.

Sincerely,

JAVIER HINOJOSA ENGINEERING

Javier Hinojosa, P.E.
RIGHT-OF-WAY/UTILITY EASEMENT ABANDONMENT
SUBMITTAL CHECKLIST

Please submit the following items. The project cannot be reviewed for compliance unless all applicable items have been submitted and are completed.

Submit

Letter requesting abandonment.

1. Survey/Map of the area affected by abandonment

2. Letters from all appropriate utility companies (i.e. HWWS, AEP, Time Warner Cable, Magic Valley Electric, Texas Gas Service, AT&T, Irrigation District and Drainage District)

3. Recording Instrument along with a metes and bounds description.

Important Notes

- I understand the right-of-way abandonment is reviewed by appropriate City departments after a complete submittal. It will not be scheduled for City Commission unless all items on this list are completed.

- I understand that in accordance with State and local statute, notice of public hearing for abandonment is advertised in local newspaper.

- I understand that a Public hearing and two ordinance readings are required before City Commission.

- I understand that while all requirements for submittal of the right-of-way/ utility easement abandonment request may be complete, the City Commission is the sole authority for the consideration and approval or denial of the request.

Applicant: Ezequiel Reyna, Jr.  Date: 8-23-15

Applicant Address: 702 W. Expwy 83, Ste. 100, Weslaco, TX 78596

Phone/Fax: (956) 968-9556

Signature: [Signature]
A tract of land containing 360 square feet of land, situated in Cameron County, Texas, being part or portion of Lot 5, Block 1, HARLINGEN HEIGHTS II SUBDIVISION, Harlingen, Texas, map reference: Cabinet 1, Slot 3135B, Map Records, Cameron County, Texas, and said 360 square feet also being more particularly described as follows:

BEGINNING, at a ¼" iron rod found at the southeast corner of said Lot 5, the southeast corner a 1.0 foot non-access easement and on a curve of the North right-of-way line of US Expressway 83 (Spur 54), recorded in Volume 719, Page 299, C.C.D.R. for the southeast corner of this tract;

(1) THENCE in a southwesterly direction, along of the South line of said Lot 5 and said 1.0 foot non-access easement, and along said curve to the left of said North right-of-way line of US Expressway 83 (Spur 54), with a Radius of 2010.08 feet, an interior angle of 10° 14' 38", a tangent of 180.17 feet, an arch length of 359.38 feet and a chord that bears S 51° 22' 07" W a distance of 358.90 feet to a ¼" iron rod found on an outside corner of said Lot 5 of and said 1.0 Non-Access Easement and the East right-of-way line of Harlingen Heights Drive the for an outside corner hereof;

(2) THENCE N 87° 34' 18" W, along the South line of said Lot 5 and said 1.0 Non-Access Easement and the East right-of-way line of Harlingen Heights Drive, a distance of 1.39 feet, to nail set on a curve on the southwest corner of said 1.0 Non-Access Easement, for the southwest corner hereof;

(3) THENCE in northeasterly direction, along the North line of said 1.0 Non-Access Easement and said curve to the right with a Radius of 2011.08 feet, an interior angle of 10° 18' 05", a tangent of 181.28 feet, an arch length of 361.57 feet and a chord that bears N 51° 22' 12" E a distance of 361.09 feet to nail set East line said Lot 5 and northeast corner of said 1.0 Non-Access Easement, for the northeast corner hereof;

(4) THENCE S 13° 01' 27" W, along East line of said Lot 5 and the East line of said 1.0 Non-Access Easement, a distance of 1.45 feet, to the POINT OF BEGINNING, containing 360 square feet of land, more or less.

Bearing basis as per TEXAS STATE PLANE COORDINATES SYSTEM NAD 1983, South Zone.


Carlos Vasquez, R.P.L.S. No. 4608
CVQ Land Surveyors, LLC
T.B.P.L.S. Firm No. 10119600
P.O. Box 5066 • McAllen, Texas 78502 • Phone (956) 618-1551 • Fax (956) 618-1547

form revised 04/29/09
Attachment VIII

AERIAL PHOTO
VIEW FROM THE EAST ON SPUR 54
### Permit to Construct Access Driveway Facilities on Highway Right of Way

**PERMIT NUMBER:** C-07-19-0004

<table>
<thead>
<tr>
<th>SP#</th>
<th>ROADWAY</th>
<th>LATITUDE, LONGITUDE</th>
<th>HWY NAME</th>
<th>SP</th>
</tr>
</thead>
</table>

**NAME:** Javier Hirojoza Engineering

**MAILING ADDRESS:** 419 E. Dome Avenue

**CITY, STATE, ZIP:** McAllen, Texas 78504

**PHONE NUMBER:** 956-686-1566

The Texas Department of Transportation, hereinafter called the State, hereby authorizes Javier Hirojoza Engineering, hereinafter called the Permittee, to **construct** a Commercial (residential, convenience store, retail, mall, farm, etc.) access driveway on the highway right of way abutting highway number SP 54 in Cameron County, located 220' east of Harlingen Heights Drive on the north side of TX Sour 54.

**PROJECT LOCATION: North of Surgery Hill Loop to South of Hymans Drive**

Subject to the Access Driveway Policy described on page 2 and the following:

1. The undersigned hereby agrees to comply with the terms and conditions set forth in this permit for construction and maintenance of an access driveway on the state highway right of way.

2. Design of facilities shall be as follows and/or as shown on sketch on page 2 and is subject to conditions stated below. One 30' commercial asphalt apron to be constructed. Asphalt thickness will be 1.5'. The driveway will have 10' radius. Low point of the finished driveway shall be installed during construction of this driveway. Proper drainage control devices shall be installed during construction of this driveway. All material shall be at the job site before any construction begins. Roadway shall be kept clean at all times. The Texas Department of Transportation will not allow sprinkler systems on the right of way. Contractor shall not use gravel or sand at this location. Contractor shall contact both Public Service and Texas Water Commission for their approval before starting work. Contractor must notify the office at least 24 hours before starting work. Contractor must follow ADA standards. Contractor will have area marked by DIGGESS. All construction of materials shall be subject to inspection and approval by the State.

3. Maintenance of facilities constructed hereunder shall be the responsibility of the Permittee, and the State reserves the right to require any changes, maintenance or repairs as may be necessary to provide protection of life or property on or adjacent to the highway. Changes in design will be made only with approval of the State.

4. The Permittee shall hold harmless the State and its duly appointed agents and employees against any action for personal injury or property damage sustained by reason of the exercise of this permit.

5. Except for regulatory and guide signs at county roads and city streets, the Permittee shall not erect any signs on or extending over any portion of the highway right of way, and vehicle service fixtures such as fuel pumps, vendor stands, or tanks and shall be located at least 12 feet from the right of way line to ensure that any vehicle services from these fixtures will be off the highway right of way.

6. The State reserves the right to require a new access driveway permit in the event of a material change in land use or change in driveway traffic volume or vehicle types.

7. This permit will become null and void if the above-referenced driveway facilities are not constructed within six (6) months from the issuance date of this permit.

8. The Permittee will contact the State's representative Raul Villarreal telephone, (956) 399-5102 at least twenty-four (24) hours prior to beginning the work authorized by this permit.

9. The requesting Permittee will be provided instructions on the appeal process if this permit request is denied by the State.

---

**July 24, 2019**

Date of Issuance

**State Authorized Representative**

Date: **2019.07.24**

Signed (Property owner or owner's representative)

---

*form revised 04/29/09*
Access Driveway Policy

Title 43 Texas Administrative Code (Transportation), Chapter 11 (Design), Subchapter C (Access Connections To State Highways) and the "Access Management Manual" establish policy for the granting of access and the design, materials, and construction of driveways connecting to state highways. All driveway facilities must follow this policy.

TxDOT Driveway Permit Request Contact

For a local contact for your TxDOT Driveway Permit Request visit: http://www.txdot.gov/go/dotinfo/district.html. You can click on the section of the map closest to your location to find the local TxDOT office. You can also click on the drop down box below the map to find the district for your county.

Sketch of Installation
(Use additional sheets as needed)
September 20, 2019

Mr. Xavier Cervantes, AICP
Planning & Zoning Director
City of Harlingen
502 E. Tyler
Harlingen, Texas 78550

RE: Harlingen Heights II Subdivision Lots 4 & 5, Block 1 - 1.0' Non-Access Easement
Abandonment

Dear Mr. Cervantes:

We are in receipt of the request dated August 23, 2019 by Mr. Ezequiel Reyna, Jr. to abandon the
1.0' non-access easement in front of Spur 54 for the above-mentioned property in its entirety. As
we understand, this request was spurred by several factors. The applicant had previously spoken
to the City about his intentions to apply for abandonment of the easement and construct this
driveway. He has also requested and received a valid driveway permit from TxDOT. In addition,
the applicant has spent significant monies on improvements to the site which include
underground plumbing, grading, and forming in support of the proposed site layout.

Our department would not typically approve a driveway that does not conform to access
management standards however, given the extraordinary circumstances we recommend approval
of the abandonment of this easement.

If you have any questions, please feel free to contact me at (956) 216-5223 or via email at
avigstol@myharlingen.us.

Sincerely,

[Signature]

Andy Vigo, PE
City Engineer
ORDINANCE NO. 19-_____

AN ORDINANCE ABANDONING AND VACATING THE 1.0 FOOT NON-ACCESS EASEMENT, DESCRIBED AS 360 SQUARE FEET OUT OF THE SOUTH SIDE OF LOT 5, BLOCK 1, HARLINGEN HEIGHTS II SUBDIVISION, LOCATED AT 2410 SPUR 54

WHEREAS, there exists a one (1) foot non-access easement being 360 square feet out of the south side of Lot 5, Block 1, Harlingen Heights II Subdivision, Cameron County, Texas; as shown in Exhibit “A” and

WHEREAS, a request has been made by Ezequiel Reyna, Jr, which is the landowner for the subject lot to abandon the non-access easement;

WHEREAS, the said non-access easement interferes with the future development of the subject property; and

WHEREAS, the City Commission finds and determines that it is in the interest of economic development to abandon the non-access easement: Now therefore

BE IT ORDAINED BY THE CITY OF HARLINGEN

SECTION I: That the one (1) foot non-access easement located on the south side of Lot 5, Block 1, Harlingen Heights II Subdivision Harlingen, Cameron County, Texas, according to the map recorded in Cabinet 1, Slot 1, 3135B of the Map Records of Cameron County, Texas is hereby abandoned and vacated.

FINALLY ENACTED this _______ day of October, 2019 at a regular meeting of the Commission of the City of Harlingen, Texas at which a quorum was present and which was held

In accordance with TEXAS GOVERNMENT CODE, CHAPTER 551.

CITY OF HARLINGEN
Easement Abandonment
2410 Spur 54

Chris Boswell, Mayor

ATTEST:

Amanda Elizondo, City Secretary
METES AND BOUNDS DESCRIPTION
360 SQ. FT. OF LAND
LA MESA SUBDIVISION
HIDALGO COUNTY TEXAS

LLC

A tract of land containing 360 square feet of land, situated in Cameron County, Texas, being part or portion of Lot 5, Block 1, HARLINGEN HEIGHTS II SUBDIVISION, Harlingen, Texas, map reference: Cabinet 1, Slot 3135B, Map Records, Cameron County, Texas, and said 360 square feet also being more particularly described as follows;

BEGINNING, at a ½” iron rod found at the southeast corner of said Lot 5, the southeast corner a 1.0 foot non-access easement and on a curve of the North right-of-way line of US Expressway 83 (Spur 54), recorded in Volume 719, Page 299, C.C.D.R. for the southeast corner of this tract;

(1) THENCE in a southwesterly direction, along of the South line of said Lot 5 and said 1.0 foot non-access easement, and along said curve to the left of said North right-of-way line of US Expressway 83 (Spur 54), with a Radius of 2010.08 feet, an interior angle of 10° 16' 38", a tangent of 180.17 feet, an arch length of 359.38 feet and a chord that bears S 51° 22' 07" W a distance of 358.90 feet to a ½” iron rod found on an outside corner of said Lot 5 of and said 1.0 Non-Access Easement and the East right-of-way line of Harlingen Heights Drive the for an outside corner hereof;

(2) THENCE N 87° 34' 18" W, along the South line of said Lot 5 and said 1.0 Non-Access Easement and the East right-of-way line of Harlingen Heights Drive, a distance of 1.39 feet, to nail set on a curve on the southwest corner of said 1.0 Non-Access Easement, for the southwest corner hereof;

(3) THENCE in northeasterly direction, along the North line of said 1.0 Non-Access Easement and said curve to the right with a Radius of 2011.08 feet, an interior angle of 19° 18' 36", a tangent of 181.28 feet, an arch length of 361.57 feet and a chord that bears N 51° 22' 12" E a distance of 361.09 feet to nail set East line said Lot 5 and northeast corner of said 1.0 Non-Access Easement, for the northeast corner hereof;

(4) THENCE S 13° 01' 27" W, along East line of said Lot 5 and the East line of said 1.0 Non-Access Easement, a distance of 1.45 feet, to the POINT OF BEGINNING, containing 360 square feet of land, more or less.

Bearing basis as per TEXAS STATE PLANE COORDINATES SYSTEM NAD 1983, South Zone.

Carlos Vásquez, R.P.L.S. No. 4608
CVQ Land Surveyors, LLC
T.B.P.L.S. Firm No. 10119600

P.O. Box 5066 • McAllen, Texas 78502 • Phone (956) 618-1551 • Fax (956) 618-1547
**AGENDA ITEM**

**EXECUTIVE SUMMARY**

**Meeting Date:** October 02, 2019  

**Agenda Item:**  
Consider and take action to adopt an ordinance to replace a yield sign with a stop sign at the intersection of Vermont Drive and 77 Sunshine Strip.

**Prepared By (Print Name):** Andy Vigstol, P.E.  
**Title:** City Engineer  
**Signature:**

**Brief Summary:**  
This request was presented to staff by a resident living near the intersection. Staff has determined the need to replace the existing yield sign with a stop sign by an exceedance of Annual Average Daily Traffic (AADT) on the through street, 77 Sunshine Strip. The replacement of the stop sign will be part of a plan to enhance the safety of the existing intersection by providing a better control of traffic movements at this intersection. Included within your packets is a layout showing the existing and proposed intersection signage, photos of the existing signage, AADT counts for 77 Sunshine Strip, and Guidance on the placement of stop signs from the Texas Manual on Uniform Traffic Control Devices.

**Funding (if applicable):**  
Are funds specifically designated in the current budget for the full amount □ Yes □ No*  
*If no, specify source of funding and amount requested:

**Finance Director's approval:** □ Yes □ No □ N/A

**Staff Recommendation:**  
Staff recommends approval of the installation of the stop sign on Vermont Drive and 77 Sunshine Strip.

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

Comments:

**City Attorney's approval:** □ Yes □ No □ N/A
ORDINANCE NO. 19---

AN ORDINANCE AUTHORIZING THE PLACEMENT OF A STOP SIGN ON VERMONT AVENUE AT ITS SOUTHERN INTERSECTION WITH 77 SUNSHINE STRIP; ESTABLISHING A FINE NOT TO EXCEED $200.00 DOLLARS FOR THE DRIVER OF ANY MOTOR VEHICLE WHO FAILS TO STOP AND YIELD THE RIGHT-OF-WAY IN OBEDIENCE TO THE STOP SIGNS HEREIN AUTHORIZED; AMENDING OR REPEALING CONFLICTING ORDINANCES; PROVIDING FOR PUBLICATION AND ORDAINING OTHER MATTERS RELATED TO THE FOREGOING

BE IT ORDAINED BY THE CITY OF HARLINGEN:

SECTION I: That a Stop sign be placed on Vermont Avenue at its southern intersection with 77 Sunshine Strip.

SECTION II: The Chief of Police of the City of Harlingen, Texas is hereby authorized and directed to place the traffic control devices authorized by this ordinance.

SECTION III: It shall be unlawful for the driver of a motor vehicle to fail to stop and yield the right of way in obedience to the stop signs authorized by this ordinance.

SECTION IV: An offense under this ordinance shall be deemed guilty of a misdemeanor and upon conviction shall be subject to a fine not to exceed $200.00.

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

FINALLY ENACTED THIS _______ day of ______, 2019 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

______________________________
Chris Boswell, Mayor

ATTEST:

______________________________
Amanda C. Elizondo, City Secretary
Proposed Layout
Yield to Stop - Vermont Dr. and 77 Sunshine Strip

EXISTING

PROPOSED
EXISTING SIGNAGE PHOTOS
AADT = Average Annual Daily Traffic
At intersections where all approaches are controlled by STOP signs (see Section 2B.07), an ALL WAY supplemental plaque (R1-3P) shall be mounted below each STOP sign. The ALL WAY plaque (see Figure 2B-1) shall have a white legend and border on a red background.

The ALL WAY plaque shall only be used if all intersection approaches are controlled by STOP signs.

Supplemental plaques with legends such as 2-WAY, 3-WAY, 4-WAY, or other numbers of ways shall not be used with STOP signs.

Support:

The use of the CROSS TRAFFIC DOES NOT STOP (W4-4P) plaque (and other plaques with variations of this word message) is described in Section 2C.59.

Guidance:

Plaques with the appropriate alternative messages of TRAFFIC FROM LEFT (RIGHT) DOES NOT STOP (W4-4aP) or ONCOMING TRAFFIC DOES NOT STOP (W4-4bP) should be used at intersections where STOP signs control all but one approach to the intersection, unless the only non-stopped approach is from a one-way street.

Option:

An EXCEPT RIGHT TURN (R1-10P) plaque (see Figure 2B-1) may be mounted below the STOP sign if an engineering study determines that a special combination of geometry and traffic volumes is present that makes it possible for right-turning traffic on the approach to be permitted to enter the intersection without stopping.

Support:

The design and application of Stop Beacons are described in Section 4L.05.

Section 2B.06 STOP Sign Applications

Guidance:

At intersections where a full stop is not necessary at all times, consideration should first be given to using less restrictive measures such as YIELD signs (see Sections 2B.08 and 2B.09).

The use of STOP signs on the minor-street approaches should be considered if engineering judgment indicates that a stop is always required because of one or more of the following conditions:

A. The vehicular traffic volumes on the through street or highway exceed 6,000 vehicles per day;
B. A restricted view exists that requires road users to stop in order to adequately observe conflicting traffic on the through street or highway; and/or
C. Crash records indicate that three or more crashes that are susceptible to correction by the installation of a STOP sign have been reported within a 12-month period, or that five or more such crashes have been reported within a 2-year period. Such crashes include right-angle collisions involving road users on the minor-street approach failing to yield the right-of-way to traffic on the through street or highway.

Support:

The use of STOP signs at grade crossings is described in Sections 8B.04 and 8B.05.

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**Figure 2B-1. STOP and YIELD Signs and Plaques**

![STOP Signs and Plaques Diagram](image-url)
ORDINANCE NO. 19-

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FINALLY ENACTED THIS ______ day of _____________, 2019 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

______________________________
Chris Boswell, Mayor

ATTEST:

______________________________
Amanda C. Elizondo, City Secretary
AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: October 2, 2019

Agenda Item:
Consider and take action to approve an ordinance adopting a Drought Contingency and Emergency Management Plan.

Prepared By (Print Name): Timothy E. Skoglund, P.E.
Title: General Manager
Signature: [Signature]

Brief Summary:
As in prior 5-year cycles, Harlingen Waterworks System has adopted an updated Drought Contingency and Emergency Management Plan establishing water restriction stages in response to drought and emergency water supply conditions. New guidance by the State dictates that the Plan be approved and adopted as an ordinance by the City Commission. The ordinance provides for enforcement through assessment of civil penalties which could result in disconnection of water services if not paid. The adopting ordinance was drafted by the City Attorney’s Office and includes recommendations to clarify the penalty provision as a civil penalty.

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 [X] N/A

Staff Recommendation:
The staff recommends approval of an ordinance adopting the Drought Contingency and Emergency Water Management Plan.

City Manager’s approval: [ ] Yes [ ] No [ ] N/A
Comments:

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

form revised 01/26/09
MEMORANDUM

To: Mayor and Members of the City Commission
From: Tim Skoglund, P.E., General Manager
Date: September 23, 2019
Subject: Proposed Drought Contingency & Emergency Water Management Plan

State regulation requires retail water utilities with more than 3,300 connections to adopt a drought contingency plan and to update it every five years. HWWS has been complying with this requirement in past years through resolutions of the HWWS Board of Trustees.

In December 2018, the Texas Commission on Environmental Quality (TCEQ) published updated guidance that defined additional requirements for drought contingency plans and specifically directed that those plans be adopted by city councils/commissions via city ordinance.

On September 4, 2019, the HWWS Board of Trustees passed Resolution R1819-48 adopting an updated Drought Contingency & Emergency Water Management Plan (the “Plan”) and referring the Plan to the Harlingen City Commission for adoption by ordinance.

The Plan includes three stages of water restrictions in response to certain drought and emergency water supply triggers. The triggering criteria include:

- The volume of water in the Amistad and Falcon reservoir system expressed as a percent of US conservation capacity.
- Water rights usage in a given year expressed as a percentage of calendar days remaining in a year vs. the projected number of days of water rights remaining.
- 3-day or 1-day average water demands expressed as a percentage of functional treatment capacity.
- Failure of critical water conveyance or treatment infrastructure.
- Water quality upsets occurring in the raw water supply from the Rio Grande River.

Water use restrictions in the Plan aim to reduce water consumption by 10%, 20%, and 30% or more under Stage 1, 2, and 3, respectively. The primary aspects of the water use restrictions are related to watering/irrigation as summarized below:

Stage 1: Twice per week watering based on ending address number or account type
Stage 2: Once per week water based on ending address number
Stage 3: Prohibition of all watering
The trigger levels associated with water volume remaining in the Amistad-Falcon reservoir system are set at relatively high thresholds that have not been met at any point time since the reservoir system was established. Harlingen owns an approximate 50% surplus of water rights making a water rights shortage highly improbable in any year for the foreseeable future. Furthermore, HWWS’s normal combined treatment plant capacity exceeds the highest 3-day demand on record by 45%.

The Plan provides for fines ranging from $200 to $1,000 for any retail customer who violates the provisions of the Plan, and for disconnection of service for repeat or unaddressed violations.

HWWS’s regular wholesale customers including East Rio Hondo Water Supply Corporation, Primera, Combes, and Palm Valley will be subject to following similar water restrictions upon renewal or extension of their contracts in 2024 or 2025.

Though stage initiation and associated water restrictions defined in the Plan are highly unlikely to be triggered in any given year, the Plan does define reasonable and achievable levels of water demand and consumption reductions in response to drought and emergency water supply conditions.

Adoption of the Plan by City ordinance is recommended to achieve compliance with regulatory requirements for drought contingency plan adoption.
ORDINANCE NO. 2019-__

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF HARBINGEN, TEXAS, AMENDING CHAPTER 48 UTILITIES ARTICLE III WATER SYSTEM CREATING DIVISION 4 DROUGHT CONTINGENCY AND EMERGENCY WATER MANAGEMENT PLAN OF THE CITY OF HARBINGEN CODE OF ORDINANCES; ESTABLISHING ADMINISTRATIVE PENALTIES; ESTABLISHING AN EFFECTIVE DATE HEREOF.

WHEREAS, pursuant to the authority provided for in the City of Harlingen's Charter, the Harlingen Waterworks System ("HWWS") Board of Trustees approved Resolution No. R1819-48, providing for a Drought Contingency and Emergency Water Management Plan ("the Plan"), establishing regulations and restrictions on the delivery and consumption of water; and

WHEREAS, the City Commission of the City of Harlingen finds and determines that such regulations and restrictions are necessary to conserve the available water supply and/or to protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergency conditions; and

WHEREAS, water uses regulated or prohibited under the Plan are considered to be non-essential and continuation of such uses during times of water shortage or other emergency water supply condition are deemed to constitute a waste of water which subjects the offender(s) to penalties; and,

WHEREAS, an opportunity for the public to provide input on the Plan was provided at a meeting of the Harlingen City Commission on October 2, 2019. Input from officials of wholesale customers was also solicited via individual meetings and discussions with HWWS officials during September 2019; and,

WHEREAS, HWWS will comply with the provisions of the Plan and will periodically provide the public and wholesale customers of HWWS with information about the Plan including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage; and,

WHEREAS, the service area of the City of Harlingen is located within the Rio Grande Region M Planning Group and the HWWS will provide a copy of the Plan to the Texas Water Development Board.

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

Section 1. That the recitals contain in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the Commission.
Section 2. That CHAPTER 48 UTILITIES, ARTICLE III WATER SYSTEM, CREATING DIVISION 4 DROUGHT CONTINGENCY AND EMERGENCY WATER MANAGEMENT PLAN, CITY OF HARLINGEN CODE OF ORDINANCES is hereby amended as set forth in Exhibit A, attached hereto and included for all purposes.

Section 3. It is hereby declared to be the intention of the City Commission that the phrases, clauses, sentences, paragraphs, and sections of this ordinance be severable, and, if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared invalid by judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance and the remainder of this ordinance shall be enforced as written.

Section 4. That it is officially found, determined and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

Section 5. This ordinance shall take effect immediately from and after its passage and publication as may be required by governing law. Final implementation and enforcement of the provisions of the ordinance will begin November 1, 2019.

Section 6. The repeal or amendment of any ordinance or part of ordinances effectuated by the enactment of this ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying, or altering any penalty accruing or to accrue or as affecting any rights of the City of Harlingen under any section or provisions of any ordinances in effect at the time of passage of this ordinance.

Section 7. The provisions of this ordinance shall be cumulative of all ordinances not repealed by this ordinance and ordinances governing or regulating the same subject matter as that covered herein.

PASSED AND APPROVED on this ___ day of __________ June, 2019.

CITY OF HARLINGEN

____________________________
Chris Boswell, Mayor

ATTEST:

____________________________
Amanda Elizondo, City Secretary
INSTRUCTIONS FOR CODIFICATION: AMEND THE UTILITIES ORDINANCE OF THE CITY OF HARLINGEN, TEXAS, CHAPTER 48 UTILITIES, ARTICLE III, WATER SYSTEM, CREATING DIVISION 4 DROUGHT CONTINGENCY AND EMERGENCY WATER MANAGEMENT PLAN

Sec. 48 – 137 Declaration of Policy, Purpose, and Intent

This Drought Contingency and Emergency Water Management Plan (the “Plan”) has been adopted by Resolution No. R1819-48 of the Harlingen Waterworks System (HWWS) Board of Trustees and by Ordinance [   ] of the Harlingen City Commission in accordance with the requirements of Title 30 of the Texas Administrative Code Chapter 288.

The purpose of this Plan is to conserve the available water supply and protect the integrity of water supply facilities with particular regard for domestic water use, sanitation, and fire protection and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergency conditions.

Unless otherwise indicated, all Sections of this plan shall apply to both retail and wholesale customers of HWWS.

Retail customer water uses regulated or prohibited under this Plan are considered to be non-essential, and continuation of such uses during times of water shortage or other emergency water supply condition are deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in the Enforcement section herein.

Sec. 48 -138 Public Involvement

Opportunity for the public to provide input on the Plan was provided at a meeting of the Harlingen City Commission on October 2, 2019. Input from officials of wholesale customers was also solicited via individual meetings and discussions with HWWS officials during September 2019.

Sec. 48 - 139 Public Education/Wholesale Customer Education

HWWS will periodically provide the public and wholesale water customers with information about the Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought and emergency response measures to be implemented in each stage. When drought and emergency stages are triggered and water use restrictions are implemented, educational
information will be provided by means of any one or a combination of public notices, website postings, press releases, and mailings.

HWWS maintains a station at two of its public buildings for distribution of printed educational information on conservation and drought contingency geared for children and adults. Information is available in English and Spanish. Information promoting drought contingency awareness will be included in the Water Quality Report made available to the public on the HWWS website.

HWWS will continue to participate in various community events on an annual basis and will distribute printed information and promotional items on water conservation and drought contingency awareness. Ad hoc educational tours of the water plants will include discussion of the importance and recommended practices for water conservation.

Sec. 48 – 140 Coordination with Regional Water Planning Groups

The service areas of HWWS and its wholesale customers are located within the Rio Grande Region M Planning Group area. HWWS has provided a copy of this adopted Plan to Region M, and a copy of the transmittal letter is presented in Appendix 1.

Sec. 48 – 141 Authorization

The General Manager of HWWS, or his/her appointed designee, (collectively the “General Manager” hereinafter, but only to the extent the designee has express authorization by the General Manager to take the action so delegated), is hereby authorized and directed to implement the applicable provisions of this Plan upon determination that such implementation is necessary to protect public health, safety, and welfare. The General Manager shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this Plan.

Sec. 48 – 142 Application

The provisions of this Plan shall apply to all persons, customers, and property utilizing potable water provided by HWWS. The terms “person” and “customer” as used in the Plan include individuals, corporations, partnerships, associations, and all other legal entities.

The Plan shall apply to Wholesale customers to the extent allowed and enforceable under the terms of current wholesale contracts and State regulation.

Sec. 48 – 143 Definitions

For the purposes of this Plan, the following definitions shall apply:

Aesthetic Water Use: water use for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.
Commercial and Institutional Water Use: water use which is integral to the operations of commercial and non-profit establishments and governmental entities such as retail establishments, hotels, and motels, restaurants, and office buildings.

Conservation: those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

Customer: any person, company, or organization using water supplied by HWWS.

Domestic Water Use: water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.

Even Number Address: street address, box numbers, or rural postal route numbers ending in 0, 2, 4, 6, 8 and locations without addresses.

Industrial Water Use: the use of water in processes designed to convert materials of lower value into forms having greater usability and value.

Landscape Irrigation Use: water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, and rights-of-way and medians.

Non-Essential Water Use: water uses that are not essential nor required for the protection of public, health, safety, and welfare, including:

a. Irrigation of landscape areas, including parks, athletic fields, and golf course, except otherwise provided under this Plan;

b. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle;

c. Use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;

d. Use of water to wash down buildings or structures for purposes other than immediate fire protection;

e. Flushing gutters or permitting water to run or accumulate in any gutter or street;

f. Use of water to fill, refill, or add to any indoor or outdoor swimming pools or Jacuzzi-type pools;

g. Use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life;
h. Loss of water because of failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and

i. Use of water from hydrants for construction purposes or any other purposes other than firefighting.

Odd Numbered Address: street addresses, box numbers, or rural postal route numbers ending in 1, 3, 5, 7, or 9.

Sec. 48 – 144 Criteria for Initiation and Termination of Drought and Emergency Response Stages

Drought and Emergency Response Criteria. The General Manager shall monitor water supply and/or demand conditions on a weekly basis and, with input from the HWWS Board of Trustees, shall determine when conditions warrant initiation or termination of each stage of the Plan.

The triggering criteria to be considered in the declaration and implementation of each Stage of the Plan are based on the following set of parameters:

- Percentage of US Capacity remaining in the Amistad and Falcon Reservoirs
- Percentage of actual days remaining in the year vs. projected days of water rights remaining
- Percentage of sustained demand vs. total functional treatment capacity
- Failure of critical water conveyance, treatment, or storage infrastructure
- Contamination of raw source water

Initiation. The General Manager is authorized to order the implementation of a drought and emergency response stage when one or more of the triggering criteria for the stage are met, and shall have discretion not to order such implementation even though one or more of the triggering criteria are met. Factors that could influence such a decision may include, without limitation, the time of year, weather conditions, and the anticipation of replenished water supplies.

For each stage, customers shall be required to comply with the applicable requirements and restrictions on water use when the General Manager determines the drought and emergency response for a given stage should be implemented based on consideration of triggering criteria.

STAGE 1 Triggers – MODERATE Water Shortage Conditions

- Combined volume in Amistad and Falcon Reservoirs is below 15% of US capacity
- Days remaining in the year are more than 80% of projected days of water rights remaining
- 3-day average water demand exceeds 90% of total functional treatment capacity
STAGE 2 Triggers – SEVERE Water Shortage Conditions

- Combined volume in Amistad and Falcon Reservoirs is below 10% of US capacity
- Days remaining in the year are more than 90% of projected days of water rights remaining
- 3-day average water demand exceeds 95% of total functional treatment capacity

STAGE 3 Triggers – EMERGENCY Water Shortage Conditions

- Major water conveyance, pumping, treatment, or storage infrastructure failures occur, which cause unprecedented loss of capability to provide water service
- Natural or man-made contamination of the water supply source
- Combined volume in Amistad and Falcon Reservoirs is below 5% of US capacity
- Days remaining in the year are more than 100% of projected days of water rights remaining
- 1-day water demand exceeds 98% of total functional treatment capacity

Termination. The General Manager, at his discretion, may order or delay the termination of a drought and emergency response stage even though the conditions for termination of the stage are met. Factors which could influence such a decision may include, without limitation, the time of year, weather conditions, or the anticipation of potential changed conditions that warrant the continuation of the drought and emergency response stage.

In general, a stage of the Plan may be terminated at the General Manager’s direction based on mitigation or cessation of triggering criteria for that stage, and upon termination, the preceding stage or the applicable response stage based on the triggering criteria, shall become operative.

Notification. Customer notification of the initiation or termination of drought and emergency response stages will be made by one or a combination of website postings, email transmissions, automated telephone callouts, or printed notices on customer bills. The news media will also be informed.

Alternative Water Sources. Upon initiation of the various drought and emergency response stages, HWWS will consider use of appropriate, alternative water sources and/or alternative delivery mechanisms including:

- Purchase of water and delivery through existing interconnections with neighboring systems
- Expanded use of reclaimed water for non-potable purposes

As a drought intensifies, other potential alternative sources will be evaluated.
Sec. 48 – 144 Drought and Emergency Water Management Response Stages

Upon reaching a triggering criteria indicative of water shortage condition as defined in the Plan, the General Manager shall implement the following notification procedures:

**Notification**

**Notification of Officials and Agencies:**

The General Manager shall notify directly, or cause to be notified directly, the following individuals and entities:

- HWWS Board of Trustees
- City Manager
- Mayor
- TCEQ (to be notified within five business days of the implementation of any mandatory provisions of the Drought Contingency and Emergency Water Management Plan)
- Fire Chief
- Wholesale customers
- Major retail water users
- Critical water users (hospitals, nursing homes, hospice, dialysis centers)

**Notification of the Public:**

The General Manager shall notify the public by means of one or more of the following:

- HWWS’s website
- Publication in a newspaper of general circulation
- Public service announcements through radio or television news stations
- Signs posted in public places
- Take-home fliers at schools

**Best Management Practices for Supply Management**

Additional measures that may be implemented by HWWS to manage limited water supplies and/or reduce water demand during each stage may include:

1. Minimization of system flushing while maintaining minimum standard disinfection residuals throughout the distribution system.
2. Maximizing and expanding deliveries of reclaimed water for non-potable uses.
3. Engage interconnects with neighboring water systems to maintain regulated minimum system pressure throughout the distribution system.

**STAGE 1 Response – MODERATE Water Shortage Conditions**
Target: Achieve a 10% reduction in total water use relative to the given month’s average for the preceding five years.

Water Use Restrictions for Demand Reduction

Retail Customers. The following water use restrictions shall apply to all persons within HWWS’s retail service area:

1. Irrigation of landscaped areas shall be limited to *twice per week* between the hours of 8:00 pm on the designated watering day to 10:00 am the following morning as outlined below except that watering of landscaped areas is permitted at any time if by means of a hand-held hose, a faucet filled bucket, or watering can of five gallons or less, or drip irrigation.
   - Residential addresses ending in an even number (0,2,4,6,8) may water on **Wednesdays and Saturdays**.
   - Residential addresses ending in an odd number (1,3,5,7,9) may water on **Thursdays and Sundays**.
   - All non-residential addresses including apartment complexes, hotels & motels, mobile home parks, commercial businesses, institutions, industry and manufacturing, and schools may water on **Tuesdays and Fridays**.

2. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle shall be limited to designated watering days. Such washing, when allowed, shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle for quick rinses. Vehicle washing may be done at any time on the immediate premises of a commercial car wash or commercial service station. Further, such washing may be exempted from these regulations if the health safety and welfare of the public is contingent upon frequent vehicle cleansing, such as garbage trucks and vehicles used to transport food and perishables.

3. Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, or Jacuzzi type pools shall be limited to designated watering days.

4. Operation of any ornamental fountain or pond for aesthetic or scenic purposes shall be limited to designated watering days except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.

5. Use of water from fire hydrants shall be limited to firefighting, related activities, or other activities necessary to maintain public health, safety, and welfare, except that use of water from designated fire hydrants for construction purposes may continue under standard permit from HWWS.

6. Use of potable water for the irrigation of golf course greens, tees, and fairways shall be limited to designated watering days. However, if the golf course utilizes a water source other than potable water provided by HWWS, the facility shall not be subject to these regulations.
7. Water customers are requested to practice water conservation and to minimize or discontinue water use for the following non-essential purposes:
   a. Wash down of any sidewalks, walkways, driveways parking lots, tennis courts, or other hard-surfaced areas.
   b. Use of water to wash down buildings or structures or purposes other than immediate fire protection.
   c. Use of water for dust control.
   d. Flushing gutters or permitting water to run or accumulate in any gutter or street.
   e. Failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s).

**Wholesale Customers.** The following actions shall be taken with regard to wholesale customers:

1. The General Manager will request wholesale water customers to initiate measures to reduce non-essential water use in accordance with Stage 1 of the Plan for retail customers except that wholesale customers may use a different watering schedule provided that each service address is limited to a twice per week schedule.

2. The General Manager will initiate monthly contact with wholesale water customers to discuss water supply and/or demand conditions and the possibility of curtailment of water deliveries.

3. The General Manager will provide a report as necessary to news media with information regarding current water supply and/or demand conditions, projected water supply and demand conditions if drought conditions persist, and consumer information on water conservation measures and practices.

**STAGE 2 Response – SEVERE Water Shortage Conditions**

*Target:* Achieve a 20% reduction in total water use relative to the given month’s average for the preceding five years.

**Water Use Restrictions for Demand Reduction.**

**Retail Customers.** All requirements of Stage 1 shall be in effect during Stage 2 except:

1. All means of irrigation of landscaped areas shall be limited to *once per week* between the hours of 8:00 pm on the designated watering day to 8:00 am the following morning as outlined below.

   - All addresses may water as follows:

     | Address | Watering Ending | Watering Day |
     |---------|-----------------|--------------|


2. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle shall be limited to **weekend days** for personal vehicles and to **Wednesdays** for non-personal, business-related vehicles. Such washing, when allowed, shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle for quick rinses. Vehicle washing may be done at any time on the immediate premises of a commercial car wash or commercial service station.

3. Use of water to fill, refill, or add to an indoor or outdoor swimming pools, wading pools, or Jacuzzi-type pools shall be limited to designated watering days.

4. Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except when necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.

5. The use of water for construction purposes from designated fire hydrants under special permit is to be discontinued except for the amount necessary for the actual construction of structures.

6. The watering of golf course tees is prohibited unless the golf course utilizes a water source other than potable water provided by HWWS. Greens and fairways may be watered only on designated watering days between the hours of 8:00 pm on the designated watering day to 8:00 am of the following day.

7. The following uses of water are defined as non-essential and are prohibited:
   a. Wash down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
   b. Use of water to wash down buildings or structures for purposes other than immediate fire protection;
   c. Use of water for dust control;
   d. Flushing gutters or permitting water to run or accumulate in any gutter or street; and
   e. Failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s)

**Wholesale Customers.** The following actions shall be taken with regard to wholesale customers:
1. The General Manager will contact wholesale water customers to discuss water supply and/or demand conditions and will request that wholesale water customers initiate additional mandatory measures to reduce non-essential water use in accordance with Stage 2 of the Plan for retail customers except that wholesale customers may use a different watering schedule provided that each service address is limited to a once per week schedule.

2. The General Manager will further prepare for the implementation of curtailment of water deliveries by preparing a monthly water usage allocation baseline for each wholesale customer.

3. The General Manager will provide a report as necessary to news media with information regarding current water supply and/or demand conditions, projected water supply and demand conditions if drought conditions persist, and consumer information on water conservation measures and practices.

**STAGE 3 Response – EMERGENCY Water Shortage Conditions**

*Drought Conditions Target:* Achieve a 30% or greater reduction in total water use relative to the given month’s average for the preceding five years.

*Emergency Conditions Target:* Achieve a reduction of water demand sufficient to avoid a drop in system pressure below regulated minimums.

**Water Use Restrictions for Reducing Demand**

**Retail Customers.** All requirements of Stage 2 shall be in effect during Stage 3 except:

1. Irrigation of landscaped areas is absolutely prohibited. All outdoor uses of water are prohibited except for the direct need to protect and preserve the health, safety, and welfare of the public.

2. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle is absolutely prohibited except that such washing may be done at any time on the immediate premises of a commercial car wash or commercial service station that recycles water to limit makeup water consumption to a minor fraction of total wash water volume.

3. Use of water to fill, refill, or add to indoor or outdoor swimming pools, wading pools, or Jacuzzi-type pools is prohibited.

4. The watering of golf course tees, fairways, and greens is prohibited unless the golf course utilizes a water source other than potable water provided by HWWS.

5. Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to protect aquatic life.
6. As deemed necessary, the General Manager is authorized to deny any new, additional, expanded, or increased in size water service connections, meters, service lines, pipelines extensions, or water service facilities.

Wholesale Customers. The following actions shall be taken with regard to wholesale customers:

1. Assess the severity of the problem and identify the actions needed and time required to solve the problem.

2. Inform the utility director or other responsible official of each wholesale water customer by telephone or in person and suggest actions, as appropriate, to alleviate problems including initiation of additional mandatory measures to reduce non-essential water use in accordance with Stage 3 of the Plan for retail customers.

3. The General Manager may also initiate curtailment of water deliveries in accordance with Texas Water Code, §11.039. During any period when Stage 3 is in effect, the General Manager is authorized to curtail wholesale customers’ water allocation to 70 percent of that month’s average for the prior five-year period.

Wholesale customers exceeding their allocation shall pay the following surcharge on excess water deliveries:

- 1.25 times the contract rate for first 15% over allocation
- 1.5 times the current rate for the next 15% over allocation
- 2.0 times the current rate for the next 15% over allocation
- 2.5 times the current rate for use more than 45% over allocation

4. If appropriate, notify city, county, and/or state emergency response officials for assistance.

5. Undertake necessary actions, including repairs and/or clean-up as needed.


Sec. 48 – 145 Contract Provisions for Wholesale Customers

HWWS will include a provision in every wholesale water contract entered into or renewed after adoption of the Plan, including contract extensions, that in case of a shortage of water resulting from drought, the water to be distributed shall be divided in accordance with Texas Water Code, §11.039.
Retail Customers Only

Mandatory water use restrictions, curtailment, or pro rata allocation of available water supplies may be imposed during drought and emergency response stages. These water use restrictions will be enforced by warnings and penalties as follows:

1. On the first violation, customers will be notified by written notice that they have violated the mandatory water use restriction.

2. If the first violation recurs or has not been corrected after ten (10) days from the written notice, HWWS may assess a civil penalty with remedies being a fine up to $200 per violation, payable to HWWS. Non-payment of fines will result in surcharges, in the amount of the fine, assessed to the customer’s water utility bill.

3. Any surcharge assessed to the customer’s water utility bill will be in addition to the regular water utility bill amount. HWWS maintains the right, at any violation or action level, to disconnect irrigation systems and/or suspend water services to a customer for failure to pay the surcharge or public safety issues with reconnection fees and possible citations.

4. Subsequent violations of the Plan shall result in increased civil penalty with remedies being fines up to a maximum of 1,000 dollars or upon the occurrence of three (3) violations, after notice, the discontinuation of services. Services discontinued under this provision shall be restored only upon payment of unpaid fines, surcharges, disconnection and reconnection fees, and any other costs incurred by the utility in discontinuing service.

5. Any customer who is the subject of enforcement actions under the provisions of this section may appeal to the HWWS Board of Trustees pursuant to the appeal and appeal hearing process established herein.

6. The appellant must file a written notice of appeal with the General Manager of HWWS within 15 calendar days of the action which is being appealed. The written notice must contain the name, mailing address, street address and phone number of the appellant and must also contain a reasonably detailed statement regarding the action being appealed, who took the action, what the appellant contends was wrong with the action, and what relief is being sought.

7. Within 15 calendar days or receipt of the written notice, the HWWS Board of Trustees must notify the appellant of the date of a hearing to hear the appeal. The HWWS Board of Trustees may itself conduct the hearing or may designate any three of its members to conduct the hearing and make recommendation to the full Board of Trustees. The hearing shall be conducted according to the procedure provided herein, unless otherwise agreed in writing within ten calendar days of the hearing. The appellant has the right to appeal the decision of the Board of Trustees to the City Commission by filing a written notice with the City Manager within 10 calendar days of receipt of the decision of the Board.
of Trustees. The decision of the Board of Trustees will be reversed only upon a vote of at least four city commissioners in favor of reversal.

8. The following procedures shall be followed for an appeal to Board of Trustees:

   a. A notice shall be served on the appellant specifying the time and place of a hearing to be held by the HWWS Board of Trustees, regarding the appeal. The notice of the hearing shall be served personally or by registered or certified mail (return receipt requested) at least ten calendar days before the hearing. Service may be made on any agent or officer of a corporation.

   b. The HWWS Board of Trustees may issue notices of hearing requesting the attendance and testimony of witnesses and the production of evidence relevant to any matter involved in such hearings.

   c. At any hearing held pursuant to this section, testimony taken must be under oath and recorded stenographically or electronically. The party requesting stenographic recording shall be responsible for all arrangements and payment. The transcript, so recorded, will be made available to any member of the public or any party to the hearing, upon payment of the usual charges thereof.

Sec. 48 – 147 Variances

Retail Customers

The General Manager may, in writing, grant temporary variance for existing water uses otherwise prohibited under this Plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one or more of the following conditions are met:

1. Compliance with this Plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the Plan is in effect.

2. Alternative methods can be implemented which will achieve the same level of reduction in water use.

Persons requesting an exemption from the provisions of this Ordinance shall file a petition for variance with HWWS within five (5) days after the Plan or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the General Manager and shall include the following:

1. Name and address of the petitioner(s).

2. Purpose of water use.

3. Specific provision(s) of the Plan from which the petitioner is requesting relief.
4. Detailed statement as to how the specific provision of the Plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this Ordinance.

5. Description of the relief requested.

6. Period of time for which the variance is sought.

7. Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this Plan and the compliance date.

8. Other pertinent information.

Wholesale Customers

The General Manager may, in writing, grant a temporary variance to the curtailment or pro rata water allocation policies provided by this Plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the public health, welfare, or safety and if one or more of the following conditions are met:

1. Compliance with this Plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the Plan is in effect.

2. Alternative methods can be implemented which will achieve the same level of reduction in water use.

Persons requesting an exemption from the provisions of this Plan shall file a petition for variance with the General Manager within five (5) days after curtailment or pro rata allocation has been invoked. All petitions for variances shall be reviewed by the HWWS Board of Trustees and shall include the following:

1. Name and address of the petitioner(s)

2. Detailed statement with supporting data and information as to how the curtailment or pro rata allocation of water under the policies and procedures established in the Plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this Ordinance.

3. Description of the relief requested.

4. Period of time for which the variance is sought.

5. Alternative measures the petitioner is taking or proposes to take to meet the intent of this Plan and the compliance date.

6. Other pertinent information.

Variances granted by the HWWS Board of Trustees shall be subject to the following conditions, unless waived or modified by the Board:

1. Variances granted shall include a timetable for compliance.
2. Variances granted shall expire when the Plan is no longer in effect, unless the petitioner has failed to meet specified requirements.

No variance shall be retroactive or otherwise justify any violation of this Plan occurring prior to the issuance of the variance.

Sec. 48 – 148 Plan Review and Update

HWWS will review and update the Plan by May 1, 2024 and every five years thereafter to coincide with planning efforts of the Region M Water Planning Group.

Sec. 48 – 149 List of Appendices

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: October 2, 2019

Agenda Item:
Consideration and possible action to approve a General Service contract to provide services relating to federal and state government relations and authorise the City Manager to sign the contract with the Harlingen Area Chamber of Commerce.

Prepared By (Print Name): Dan Serna
Title: City Manager
Signature:

Brief Summary:
The Harlingen Area Chamber of Commerce is proposing a General Service Contract to provide services relating to state and federal government relations. The Chamber of Commerce will work with the City’s Lobbyists and the City’s leadership to review current government related issues, legislative plans and agendas and identify an action plan to improve local, state, and federal relations. The Chamber will coordinate legislative and executive branch meetings in Austin, Texas and Washington, DC to promote and further the City’s agenda. Schedule annual dates to meet with U.S. House of Representatives and the U.S. Senate, and prepare briefings prior to Days on the Hill and Days on the State Capitol to present to members of congress and state legislature. Effective date of services will commence October 1, 2019 for a monthly fee of $1,500 and the services will continue until completion of all services listed in the General Service Contract or sooner terminated under the terms and conditions prescribed in the contract.

Funding (if applicable):
Are funds specifically designated in the current budget for the full amount

<table>
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<tr>
<th>Yes</th>
<th>No*</th>
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*If no, specify source of funding and amount requested:
N/A

Finance Director’s approval:

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<th>Yes</th>
<th>No</th>
<th>N/A</th>
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Staff Recommendation:

City Manager’s approval:

<table>
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<tr>
<th>Yes</th>
<th>No</th>
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Comments:

City Attorney’s approval:

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<th>Yes</th>
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<th>N/A</th>
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GENERAL SERVICES CONTRACT

This Contract (Contract) is made between the City of Harlingen, Texas (City), and the Harlingen Area Chamber of Commerce (Contractor). The City and Contractor agree to the terms and conditions of this Contract, which consists of the following parts:

I. Summary of Contract Terms
II. Standard Contractual Provisions
III. Special Terms and Conditions
IV. Contract Attachments
V. Signature

I. Summary of Contract Terms

Contractor: Harlingen Area Chamber of Commerce

Description of Services: Governmental Relations Services, as follows:

A. Work with the City's Lobbyists and the Contractor's leadership to review current government relations and legislative plans and agendas, and identify action plans to improve local, state and federal relations. Contractor will coordinate legislative and executive branch meetings in Austin, TX and Washington, DC to promote and further the City's agenda:

i. City Legislative Agenda – Contractor will represent and advocate the City legislative agenda at the state and national level. Contractor will hold annual legislative workshops with the City to lay out legislative priorities at the national and state level. Contractor will hold quarterly report meetings with the City to maintain an up-to-date status on pending initiatives.

ii. National Level – Contractor will schedule meetings with members of the U.S. House of Representatives and U.S. Senate to advocate on behalf of the City, with a main priority to build working-relationships and maintain open dialog with members of congress and key legislative staff. Contractor will maintain regular contact with key legislative staff in Washington, D.C. and local district offices to further the aims of this Contract. Contractor will also coordinate meetings with agencies of the executive branch as prioritized by City needs.

iii. State Level – Contractor will schedule meetings with members of the Texas House of Representatives and the Texas State Senate to advocate on behalf of the City. Similar to the national level, a main priority is to build working-relationships and maintain open dialog with members of state legislature and key legislative staff. Contractor will maintain regular contact with key legislative staff in Austin, TX and the local district office to further the aims of the Contract. Contractor will also coordinate meetings with agencies of the executive branch as prioritized by City needs.
iv. **Days on the Hill** – Contractor will work with the City to designate annual dates and select official delegates to meeting with members of the U.S. House of Representatives and the U.S. Senate. Contractor will coordinate all meeting scheduling. Briefing and planning meetings will be held with the City prior to the annual trip to update and align legislative priorities which will be presented to members of congress.

v. **Days on the State Capitol** – Contractor will work with the City to designate annual dates and select official delegates to meet with members of the Texas House of Representatives and the Texas State Senate. Briefing and planning meetings will be held prior to the annual trip to update and align legislative priorities which will be presented to members of state legislature.

Maximum Contract Amount: $1500.00 per month

Length of Contract: Initial term of one year; renewal terms of one year each at the sole discretion of City.

Effective Date: October 1, 2019 or the latest signature date on this Contract, whichever occurs first

Expiration Date (Initial Term): September 30, 2020 or the date occurring one year after the latest signature date on this Contract, whichever occurs first.

II. **Standard Contractual Provisions**

A. **Definitions**

Contract means this Standard Services Contract.

Services means the services for which the City as described in this Contract.

B. **Services and Payment**

Contractor will furnish Services to the City in accordance with the terms and conditions specified in this Contract. Contractor will bill the City of the Services provided at intervals of at least 30 days, except for the final billing. The City shall pay Contractor for the Services in accordance with the terms of this Contract, but all payments of interest on overdue amounts, are subject to the applicable provisions of Chapter 2251 of the Texas Government Code. The City reserves the right to modify any amount due to the Contractor presented by invoice to the City if necessary to conform the amount to the terms of the Contract and Chapter 2251 of the Texas Government Code.

C. **Termination Provisions**
(1) *City Termination for Convenience.* Under this paragraph, the City may terminate this contract during its term at any time for the City’s own convenience where the Contractor is not in default by giving written notice to Contractor. If the City terminates this Contract under this paragraph, the City will pay the Contractor for all services rendered in accordance with this Contract to the date of termination.

(2) *Termination for Default.* City may terminate this Contract as provided in this paragraph if Contractor fails to comply with its terms. City shall first give Contractor written notice of the default citing the terms of the Contract that have been breached and what action(s) the Contractor must take to cure the default, said action(s) to be completed no later than thirty (30) days after the City services written notice upon Contractor. If Contractor fails to cure the default as specified in the notice, the City may terminate this Contract by written notice to Contractor, specifying the date of termination. Termination of this Contract under this paragraph does not affect the right of either party to seek remedies for breach of the Contract as allowed by law, including any damages or costs suffered by either party. However, this provision is not intended to and does not act as a waiver of the City’s sovereign immunity.

(3) *Contractor Termination.* Contractor may terminate this Contract thirty (30) days after serving written notice to City of intent to terminate.

(4) *Multi-Year Contracts and Funding.* If this Contract extends beyond the City’s fiscal year in which it becomes effective or provides for the City to make any payment during any of the City’s fiscal years following the City’s fiscal year in which this Contract becomes effective and the City fails to appropriate funds to make any required Contract payment for that successive fiscal year, then this Contract automatically terminates at the beginning of the first day of the City’s successive fiscal year of the Contract for which the City has not appropriated funds or otherwise provided for funds to make a required payment under the Contract. (Section 5, Article XI. Texas Constitution) It is expressly understood and agreed that the City shall have the right to terminate the agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to continue the contract. The City may execute such termination by giving the Contractor a written notice of termination at the end of the City’s then-current fiscal year.

D. *Liability and Indemnity.* Contractor shall indemnify, hold harmless and defend the City, its officers, agents, and employees from against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorneys’ fees and any and all other costs or fees (whether rounding in constitutional law, tort, contract, or property law, or raised pursuant to local, state or federal statutory provision), arising out of the performance of the Contract and/or arising out of a willful or negligent act or omission of the Contractor, its officers, agents, and employees. It is understood and agreed that the Contractor and any employee or subcontractor of the Contractor shall not be considered an employee of the City. The Contractor shall not be within the protection or coverage of the City’s workers’ compensation insurance, health insurance, liability insurance or any other insurance that the City from time to time may have in force and effect. The City specifically reserves the right to reject any and all of Contractor’s employees, representative or subcontractors and/or their employees for any cause, should the presence of any such person on City property or their interaction with City employees be found not
to be in the best interest of the City, be found to be harassing to any City employee or third person, or is found to interfere with the effective operation of the City or the City's workplace.

E. **Liens.** Contractor agrees to and shall indemnify and hold harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under or as a result of this Contract. At the City's request, the Contractor and all subcontractors shall provide a proper release of any and all liens, or satisfactory evidence of freedom from all liens shall be delivered to the City.

F. **Confidentiality.** Any provision of this Contract that attempts to prevent the City's disclosure of information that is subject to disclosure under federal of Texas law or regulation, court or administration decision or ruling, regardless of the source is invalid. (Chapter 552, Texas Government Code).

G. **Tax Exemption.** The City is not liable to Contractor for any federal, state or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item purchased for consumption by the City. Fuel purchased for resale shall include Federal Excise Tax under IRC Section 4081 and Texas Motor Fuel Tax if required under the Texas Tax Code Chapter 162. Texas limited sales tax exemption certificates will be furnished upon request. Contractor shall not charge for said taxes on purchases for consumption by the City. If billed, the City will remit payment less sales tax.

H. **Assignment.** The Contractor shall not assign this Contract without the prior written consent of the City.

I. **Law, Venue and Limitations.** This Contract is governed by the laws of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Cameron County, Texas. Any provision in this Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice & Remedies Code).

J. **Sovereign Immunity.** Any provision of this Contract that seeks to waive the City's immunity from suit and/or immunity from liability is void unless agreed to by specific acknowledgement of the provision within the Contract.

K. **Entire Contract.** This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representation, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

L. **Independent Contractor.** Contractor shall perform the work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, method, or details of the work to be performed by Contractor under this Contract. The City and Contractor agree that the work performed under this Contract is not inherently dangerous, that Contractor will perform the work in a workmanlike manner,
and that Contractor will take proper care and precautions to insure the safety of Contractor’s officers and employees.

M. Dispute Resolution Procedures. The Contractor and City desire an expeditious means to resolve any disputes that may arise between them regarding this Contract. If either party disputes any matter in relation to this Contract, the parties agree to try in good faith, before bringing any local action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator’s fees.

N. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the reminder of the Contract continues to be binding on the parties.

O. Insurance. Contractor shall purchase and maintain, at its own cost and expense, professional liability insurance in a form and amount acceptable to City, to protect City against claims that may arise out of or in relation to errors and/or omissions in Contractor’s services under this Agreement, specifically applicable to all services rendered by Contractor under this Agreement.

III. Special Terms or Conditions.
   A. Dedicated Personnel. All services provided pursuant to this Contract shall be provided solely by Chris Gonzales, President and CEO, the Harlingen Area Chamber of Commerce.

   B. Confidentiality. Contractor shall keep all City organizational, operational, and donor-related information confidential to the extent permitted by law (see Section II[F]).

IV. Additional Contract Documents. The following specified documents attached to this contract are part of this Contract, except as follows: any provisions contained in any of this Contractor’s Additional Contract Documents specified below that conflicts with a Contract provision.

   A. Contractor’s Additional Contract Document:
      1. Insurance Certificate pursuant to Section II (O).

V. Signatures. By signing below, the parties agree to the terms of this Contract:

CITY OF HARLINGEN:  

______________________________
Dan Serna, City Manager

Attest:

______________________________
Amanda C. Elizondo, City Secretary

Date: ______________________

CONTRACTOR:

______________________________
By: ______________________

Title: ______________________

Date: ______________________
AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: October 2, 2019

Agenda Item:
Consider and take action to authorize the Harlingen Police Department to sell / auction a 2009 Custom 53' Laser Shot Mobile Shooting Range Trailer utilizing the GovDeals.com auction website. The Mobile Range is currently not in service.

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

Brief Summary:
In December 2017, the Austin Police Department transferred / gifted a 2009 Custom 53' Laser Shot Mobile Shooting Range Trailer to the Harlingen Police Department at no cost. The Unit’s HVAC system is inoperative and additional unknown repairs may be needed to get the Unit fully operational. The Mobile Range is currently not in service. The Harlingen Police Department would like to auction said unit off on the GovDeals.com auction website.

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:
Recommend that the 2009 Custom 53' Laser Shot Mobile Shooting Range be listed on GovDeals.com website and sold.

City Manager’s approval: □ Yes □ No □ N/A

Comments:

City Attorney’s approval: □ Yes □ No □ N/A

form revised 01/26/09
City of Austin

Austin Police Department Finance Division
Office of the Chief of Police
P.O. Box 1088, Austin, TX 78767
(512) 974-5030

Bria Manley, Chief of Police
brian.manley@austintexas.gov

November 29, 2017

Jeffry Adickes, Chief of Police
Harlingen Police Department
jadickes@harlinglepolice.com

RE: City of Austin CJD JAG-Funded Asset Transfer

Dear Chief Adickes:

In 2009, the City of Austin Police Department received an award in the amount of $410,000 from the State of Texas, Office of the Governor, Criminal Justice Division, Justice Assistance Grant (JAG) Program for the purchase of a mobile shooting range. While the range has been of significant use in improving officer firearms proficiency throughout our region, we feel that the capacity of the equipment is limited and would better serve a department with a smaller workforce.

The mobile range, purchased from Laser Shot, is operable and available for transfer at your earliest convenience. Please review the below information and attached electronic files. If you would like to accept this asset, please have your office arrange for pickup with Lt. Lee Rogers, APD Training Academy, (512) 974-6644 or lee.rogers@austintexas.gov.

VIN
1JJVS32W89L093766

Fund Source & Award Number
State of Texas, Office of the Governor, Criminal Justice Division, Award 2276501

License Plate Number
9035061

Current Title Holder
City of Austin

Current Market Value
Under $200,000. Analysis by John Gritschke, Director, SRT Live-Fire Division, “determined an approximate value of $200,000, providing that the tires and brakes are serviceable, the HVAC system works properly, the Thermal Shot system is functioning, and that the generator is operable. If the tires and brakes are not roadworthy and/or the generator, HVAC and Thermal Shot System is inoperative, the value could be as low as $125,000.”
City of Austin

Austin Police Department Finance Division
Office of the Chief of Police
P.O. Box 1088, Austin, TX 78767
(512) 974-5030

Condition and Related Supplies
The HVAC system seems to be working and the trailer appears roadworthy. The tires are not new. The thermal shot system has a few issues, likely software related and potentially connected to the dated computer. A service call and new computer would likely resolve the issues. The generator was working at last check. The equipment needs normal servicing, the diesel drained from the tank and a new battery. Consumables of different cost rates will also transfer, including 20 replacement screens and over 50 boxes of filters.

Original cost of property
$449,239.28

Percentage funded by the State of Texas, OOG, CJD JAG Program:
JAG funding covered 91.3% of the mobile range purchase.

Current location
4800 Shaw Lane, Austin, Texas 78744

Current condition
Operable

Disposition
No-cost asset transfer to the City of Harlingen

New location
1018 Fair Park Blvd., Harlingen, TX 78550

When your Harlingen representative is on site for the transfer, s/he will be asked to confirm the trailer identification numbers and sign an asset transfer form for the “as is” no-cost transaction.

Please contact Kyran Fitzgerald with any questions, (512) 974-5033, kyran.fitzgerald@austintexas.gov.

Sincerely,

Brian Marion

The City of Austin is committed to compliance with the American with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request.
**AGENDA ITEM**
**EXECUTIVE SUMMARY**

Meeting Date: **October 2, 2019**

**Agenda Item:**
Consideration and possible action to approve the Fire Protection Service Contract with the City of Primera for Fiscal Year 2019/2020, and authorize the Mayor to sign the contract.

<table>
<thead>
<tr>
<th>Prepared By (Print Name):</th>
<th>Rogelio Rubio</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title: Fire Chief</td>
<td></td>
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<tr>
<td>Signature:</td>
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</table>

**Brief Summary:**
Annual renewal of the Fire Protection Service Contract between the City of Primera and the City of Harlingen. The rate for Fire Protection Service is .10 cents per $100.00 valuation based on the City’s 2019 Certified Net Taxable Value. The City of Primera has reviewed the contract, and has signed in agreement with the stated provisions. This contract will ensure fire protection services to the City of Primera for the agreed upon compensation of $130,932.05 due in quarterly installments of $32,733.01 on the following dates: Dec 31<sup>st</sup>, Mar 31<sup>st</sup>, Jun 30<sup>th</sup>, and Sep 30<sup>th</sup>, as specified in the contract.

**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:

<table>
<thead>
<tr>
<th>Finance Director’s approval:</th>
</tr>
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<tbody>
<tr>
<td>Yes</td>
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**Staff Recommendation:**
Staff recommends that the City of Harlingen approve the FY 2019/2020 Fire Protection Service Contract as agreed upon with the City of Primera.

<table>
<thead>
<tr>
<th>City Manager’s approval:</th>
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<tbody>
<tr>
<td>Yes</td>
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**Comments:**

<table>
<thead>
<tr>
<th>City Attorney’s approval:</th>
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<tr>
<td>Yes</td>
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</table>
THE STATE OF TEXAS
COUNTY OF CAMERON

FIRE PROTECTION SERVICE CONTRACT

This is a contract and agreement made and entered into on the date hereinafter set forth preceding the signatures of the parties herein and the parties herein mutually agree as follows:

I. CONTRACT

The parties to this contract are the City of Harlingen, Texas, a Home Rule Municipal Corporation located in Cameron County, Texas, and the City of Primera, a Municipal Corporation located in Cameron County, Texas. Both of said entities are acting by and through their duly authorized elected representatives in authorizing the execution of this contract under the provisions of the Interlocal Cooperation Act (Section 791.001 et seq. Government Code) as amended or recodified. The City of Harlingen, Texas is hereinafter referred to as Harlingen, and the City of Primera, Texas is hereinafter referred to as Primera.

II. PROVISIONS OF CONTRACT

During the terms of this agreement, the City of Harlingen through its Fire Department agrees to furnish fire-fighting services defined as the use of personnel and equipment to extinguish and suppress fires or to handle "hazardous material incidents" or "confined space rescue", but not the prevention of fires. The Harlingen Fire Department agrees to respond to all calls referred to it by its agents or representatives of Primera or any resident or tenant of Primera who may be in need of fire fighting services which Harlingen undertakes to provide by this agreement.

III. COMPENSATION

The rate for fire-fighting services is determined from the total appraised taxable value of all property within the City of Primera at the rate of .10 cents per $100.00 valuation. Primera agrees to pay Harlingen the sum of $130,932.05 for fiscal year 19/20 based on the current appraised taxable value, in quarterly installments of $32,733.01 on the following dates: December 31st, March 31st, June 30th, and September 30th for fire fighting services. Primera agrees to indemnify and hold harmless the City of Harlingen and all of its employees or officers pursuant to the provisions of Section 791.001, et seq., Gov't Code, throughout the term of this contract. Any failure of Primera to pay such sums billed by Harlingen or any additional breach of the terms hereof shall be considered a breach of the contract and this contract may be terminated immediately at Harlingen's option, and Harlingen may sue for any unpaid sums due under the contract in a Court of appropriate jurisdiction in Cameron County, Texas.

Harlingen shall provide a written report summarizing the fire fighting services rendered to Primera during that payment period, with said report listing all calls by date, location, and nature of call. This report shall be due (15) days after the pertinent payment period (set forth in the paragraph above) ends.

IV. OBLIGATION TO RESPOND

Primera acknowledges that Harlingen is not obligated to respond to fire calls in the vicinity of but outside the city limits of Primera.

V. TERMS OF AGREEMENT

The terms of the agreement shall be one year, beginning October 1, 2019, and ending September 30, 2020.
VI.
TERMINATION OF RENEWAL

Either party may terminate this contract sixty days after the other party is sent written notice from the party desiring termination by United States Mail, return receipt requested. If Primera does not intend to renew this agreement after the final year covered by this contract, Primera shall provide Harlingen written notice of its intent to terminate by United States Mail, return receipt requested, not later than the first of July 2020.

In the event Primera fails to notify Harlingen of its intention not to renew this contract, Harlingen may assume that Primera will renew this contract upon the same terms and conditions as presently agreed upon in this contract.

Should Primera intend to renegotiate this contract, Harlingen shall be notified in writing by United States Mail, return receipt requested, not later than the first of July prior to the fiscal year, which begins on October 1, 2020. If such negotiations have not been completed on or before the beginning of that fiscal year, both Harlingen and Primera expressly agree to act in accordance with the terms and conditions of this contract for a period of thirty days. If during such time both parties fail to negotiate a new contract, the negotiation period shall terminate at the end of the thirtieth (30th) day of said period. However, the contract obligations of both parties shall be extended an additional thirty-day period beyond the end of the negotiation period to allow Primera time to secure alternate fire fighting services. At the end of this second period, this contract shall terminate. During these extensions beyond the Contract period, Primera shall pay Harlingen at the rate set out in this contract.

VII.
ENTIRE AGREEMENT

This contract shall comprise the entire agreement between the parties hereto and any amendment shall be enforceable only after being reduced to writing, mutually executed by the parties hereto and attached hereto.

VIII.
"ACT OF GOD EXCUSES PERFORMANCE"

In the event that either party shall be prevented from completing performance of their respective obligations hereunder by an act of god or any other occurrence whatsoever which is beyond the control of the parties hereto, then they shall be excused from any further performance of their obligations and undertakings hereunder for the period of such occurrence.

Executed in duplicate by the Mayor of Primera and the Mayor of the City of Harlingen, duly authorized to represent and bind said cities to the terms and conditions of the contract, as set forth below, on the ______ day of 2019.

CITY OF HARLINGEN, TEXAS

BY

Chris Boswell, Mayor

ATTEST:

City Secretary

CITY OF PRIMERA, TEXAS

BY

Dave Kusch, Mayor

ATTEST:

City Secretary

8/22/2019
**AGENDA ITEM**

**EXECUTIVE SUMMARY**

Meeting Date: October 02, 2019

**Agenda Item:**

Consideration and possible action to approve the Fire Protection Service Contract with the City of Palm Valley for Fiscal Year 2019/2020, and authorize the Mayor to sign the contract.

**Prepared By (Print Name):** Rogelio Rubio  
**Title:** Fire Chief  
**Signature:** [Signature]

**Brief Summary:**

Annual renewal of the Fire Protection Service Contract between the City of Palm Valley and the City of Harlingen. The rate for Fire Protection Service is .10 cents per $100.00 valuation based on this City’s 2019 Certified Net Taxable Value. The City of Palm Valley has reviewed the contract, and has signed in agreement with the stated provisions. This contract will ensure fire protection services to the City of Palm Valley for the agreed upon compensation of $118,939.12 due in quarterly installments of $29,734.78 on the following dates: Dec 31st, Mar 31st, Jun 30th, and Sep 30th, as specified in the contract.

**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 that the City of Harlingen approve the FY 2019/2020 Fire Protection Service Contract as agreed upon with the City of Palm Valley.

City Manager’s approval: [ ] Yes [ ] No [ ] N/A

**Comments:**

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

*form revised 01/26/09*
THE STATE OF TEXAS

COUNTY OF CAMERON

FIRE PROTECTION SERVICE CONTRACT

This is a contract and agreement made and entered into on the date hereinafter set forth preceding the signatures of the parties herein and the parties herein mutually agree as follows:

I. CONTRACT

The parties to this contract are the City of Harlingen, Texas, a Home-Rule municipal corporation located in Cameron County, Texas, and the City of Palm Valley, a municipal corporation located in Cameron County, Texas. Both of said entities are acting by and through their duly authorized elected representatives in authorizing the execution of this contract under the provisions of the Interlocal Cooperation Act (Section 791.001 et. seq. Government Code) as amended or re-codified. The City of Harlingen, Texas is hereinafter referred to as HARLINGEN, and the City of Palm Valley, Texas is hereinafter referred to as Palm Valley.

II. PROVISIONS OF CONTRACT

During the terms of this agreement, The City of Harlingen through its Fire Department agrees to furnish fire-fighting services defined as the use of personnel and equipment to extinguish and suppress fires or to handle "hazardous material incidents" or "confined space rescue", but not the prevention of fires. The Harlingen Fire Department agrees to respond to all calls referred to it by its agents or representatives of Palm Valley or any resident or tenant of Palm Valley who may be in need of fire fighting services which Harlingen undertakes to provide by this agreement.

III. COMPENSATION

The rate for fire fighting services is determined from the total appraised taxable value of all property within the City of Palm Valley at the rate of .10 cents per $100.00 valuation. Palm Valley agrees to pay Harlingen the sum of $118,939.12 for fiscal year 19/20 based on the current appraised taxable value, in quarterly installments of $29,734.78 on the following dates: December 31st, March 31st, June 30th, and September 30th for fire fighting services. Palm Valley agrees to indemnify and hold harmless the City of Harlingen and all of its employees or officers pursuant to the provisions of Section 791.001, et. seq., Gov't Code, throughout the term of this contract. Any failure of Palm Valley to pay such sums billed by HARLINGEN or any additional breach of the terms hereof shall be considered a breach of the contract and this contract may be terminated immediately at HARLINGEN'S option, and HARLINGEN may sue for any unpaid sums due under the contract in a Court of appropriate jurisdiction in Cameron County, Texas.

Harlingen shall provide a written report summarizing the fire fighting services rendered to Palm Valley during that payment period, with said report listing all calls by date, location, and nature of call. This report shall be due (15) days after the pertinent payment period (set forth in the paragraph above) ends.

IV. OBLIGATION TO RESPOND

Palm Valley acknowledges that HARLINGEN is not obligated to respond to fire calls in the vicinity of but outside the city limits of Palm Valley.

V. TERMS OF AGREEMENT

The terms of the agreement shall be one year, beginning October 1, 2019, and ending September 30, 2020.
VI.
TERMINATION OF RENEWAL

Either party may terminate this contract sixty days after the other party is sent written notice from the party desiring termination by United States Mail, return receipt requested. If Palm Valley does not intend to renew this agreement after the final year covered by this contract, Palm Valley shall provide Harlingen written notice of its intent to terminate by United States Mail, return receipt requested, not later than the first of July, 2020.

In the event Palm Valley fails to notify Harlingen of its intention not to renew this contract, Harlingen may assume that Palm Valley will renew this contract upon the same terms and conditions as presently agreed upon in this contract.

Should Palm Valley intend to renegotiate this contract, Harlingen shall be notified in writing by United States Mail, return receipt requested, not later than the first of July prior to the fiscal year, which begins on October 1, 2020. If such negotiations have not been completed on or before the beginning of that fiscal year, both Harlingen and Palm Valley expressly agree to act in accordance with the terms and conditions of this contract for a period of thirty days. If during such time both parties fail to negotiate a new contract, the negotiation period shall terminate at the end of the thirtieth (30th) day of said period. However, the contract obligations of both parties shall be extended an additional thirty-day period beyond the end of the negotiation period to allow Palm Valley time to secure alternate fire fighting services. At the end of this second period, this contract shall terminate. During these extensions beyond the Contract period, Palm Valley shall pay Harlingen at the rate set out in this contract.

VII.
ENTIRE AGREEMENT

This contract shall comprise the entire agreement between the parties hereto and any amendment shall be enforceable only after being reduced to writing, mutually executed by the parties hereto and attached hereto.

VIII.
"ACT OF GOD EXCUSES PERFORMANCE"

In the event that either party shall be prevented from completing performance of their respective obligations hereunder by an act of god or any other occurrence whatsoever which is beyond the control of the parties hereto, then they shall be excused from any further performance of their obligations and undertakings hereunder for the period of such occurrence.

Executed in duplicate by the Mayor of Palm Valley and the Mayor of the City of Harlingen, duly authorized to represent and bind said cities to the terms and conditions of the contract, as set forth below, on the __________ day of __________ 2019.

CITY OF HARLINGEN, TEXAS

BY

Chris Boswell, Mayor

ATTEST:

City Secretary

CITY OF PALM VALLEY

BY

George Rivera, Mayor

ATTEST:

City Secretary

9/22/2019
AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: October 2, 2019

Agenda Item:
Consideration and possible action to approve the Fire Protection Contract with Cameron County Emergency Services District No. 1 for Fiscal Year 2019/2020 and authorize the Mayor to sign the contract.

Prepared By (Print Name): Rogelio Rubio
Title: Fire Chief
Signature: [Signature]

Brief Summary:
This is the annual renewal of Fire Protection Contract between the City of Harlingen and Cameron County ESD No. 1. The proposed FY 2019 Fire Contract amount is $262,740.76 to be paid in quarterly installments of $65,685.19 on or about the following dates: December 31st, March 31st, June 30th, and Sept. 30th.

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 has reviewed the contract and recommends approval of the Proposed FY 19/20 ESD No. 1 Fire Service Contract with Cameron County Fire District No. 1.

City Manager’s approval: [ ] Yes [ ] No [ ] N/A

Comments:

City Attorney’s approval: [ ] Yes [ ] No [ ] N/A
THE STATE OF TEXAS

COUNTY OF CAMERON

CAMERON COUNTY EMERGENCY SERVICES DISTRICT NO. 1
FIRE SERVICES AGREEMENT

This Agreement is made and entered into pursuant to Chapter 775 of the Texas Health & Safety Code, by and between the Cameron County Emergency Services District No. 1, hereinafter referred to as "DISTRICT," acting by and through its undersigned President, and the City of Harlingen, located in Cameron County, Texas, hereinafter referred to as "provider," acting by and through its undersigned Mayor.

In consideration of the mutual covenants, agreements, and benefits to both parties, it is AGREED as follows:

I. PROVISION OF SERVICES

1. During the term of this Agreement, PROVIDER agrees to furnish "firefighting" services - defined as the use of personnel and equipment to fight, extinguish and suppress fires, including the handling of "hazardous material incidents" or the provision of "rescue services", all in accordance with Attachment "A", which is incorporated by reference as if fully set forth herein, to the unincorporated area of Cameron County designated as Zone Number 2 on the Official Fire Protection Service Zone Map of the DISTRICT, which is also attached hereto as Attachment "B" and incorporated by reference as if fully set forth herein.

2. While the purpose of this map is to define generally the PROVIDER’s main area of responsibility, such a designation does not limit the PROVIDER’s duty to respond to other areas within the DISTRICT should the need arise; therefore, it is expressly agreed that when, in the judgment of the PROVIDER’s Fire Chief, an emergency demands the response of the PROVIDER’s firefighting services outside of Zone Number 2, the PROVIDER shall be obligated to respond.

3. PROVIDER will conduct itself in conformity with the requirements and standards of emergency services (i.e., firefighting) provided in this State, in accordance with any applicable state standards. PROVIDER will perform all acts necessary to successfully fulfill the purpose of this Agreement and shall, at all times, faithfully, industriously and to
the best of its abilities, experience and talents, perform all the duties that may be required of and from it pursuant to the express and implicit terms of this Agreement and to the reasonable satisfaction of the DISTRICT.

4. The DISTRICT reserves the right to have its consultant or any other authorized agent or employee contact the PROVIDER and inspect the PROVIDER’s facilities, equipment, and personnel to confirm compliance with the terms of this Agreement.

II
MUTUAL AID

It is specifically understood and agreed that the PROVIDER will provide mutual aid, if feasible and without compromising its duties to its assigned Zone, to other Zones in the unincorporated areas of the County, when requested by another PROVIDER. Any dispatch of firefighting or rescue, and personnel pursuant to this Agreement is subject to the foregoing conditions:

1. PROVIDER shall include in its quarterly report a statement detailing the amount and type of equipment used, the number of personnel that responded to the call, and the location to which the equipment and personnel were dispatched to;

2. The responding PROVIDER shall be released as soon as feasible by the requesting agency when the services of the responding PROVIDER are no longer required; and

3. The PROVIDER shall have a statement in their policy manual [SOG’s] to indicate a standing order to all members of the PROVIDER, ordering them to take appropriate action, consistent with the exposure to loss, until such time as dispatch is accomplished. For example, a PROVIDER discovers a fire and takes immediate action and is injured. (This particular clause is a requirement for the Federal Public Safety Officers Benefit Program, and must be in written SOG’s to qualify for the program).

III.
COMPENSATION

DISTRICT agrees to pay, subject to the availability of funds, the sum of 262,740.76 to the PROVIDER for firefighting services in the said unincorporated area of Zone 2 and for any mutual assistance provided in the unincorporated areas of any other Zones. Such sum to be paid to the PROVIDER in quarterly payments. If during the term of this Agreement funds become unavailable, DISTRICT will notify PROVIDER in writing after the next Emergency Services District No. 1 Board Meeting that PROVIDER will be excused from any further duties or obligations arising out of this Agreement. DISTRICT will hold harmless PROVIDER for any claims arising subsequent to said unavailability of funds.

It is specifically understood and agreed that as a condition precedent to payment, the PROVIDER
shall provide to the DISTRICT a written report summarizing the services rendered to the DISTRICT during the term of this Agreement, with all such reports (for each "fire call") describing the particular incident, in accordance with a standardized Fire Call Reporting Form, a copy of which is attached to this Contract. All such reports shall be due no later than the fifteenth (15th) day of the month following the end of each quarter.

PROVIDER shall not, in any event, be required to provide to the DISTRICT, or include in any such report, any privileged, confidential or private information regarding any patient or person for whom ambulance or emergency medical services have been provided, including but not limited to name, address, medical condition, or treatment information, or any other information determined by PROVIDER to be protected from disclosure under any applicable federal or state law or regulation.

IV.

TERM OF AGREEMENT/TERMINATION

The term of the Agreement shall be for one year, beginning October 1, 2019, and ending September 30, 2020. This Agreement may be terminated at will by either party sixty (60) days after the other party is sent written notice from the party desiring termination.

V.

INSURANCE

During the term of this Agreement, PROVIDER shall procure and keep in force the following insurance: (A) general liability insurance, with limits, as to personal injury and death, in the amount of ONE HUNDRED THOUSAND DOLLARS AND NO/100THS ($100,000.00) for each injury and THREE HUNDRED THOUSAND DOLLARS AND NO/100THS ($300,000.00) for each occurrence and (B) workers’ compensation insurance protecting all of its employees. PROVIDER shall give the DISTRICT at least thirty (30) days’ notice of any material change in or cancellation or non-renewal of such policy; furthermore, PROVIDER shall provide the DISTRICT with either copies of this policy, or alternatively, a Certificates of Insurance, to confirm such coverage.

VI.

ACT OF GOD EXCUSES PERFORMANCE

In the event that either party shall be prevented from completing performance of their respective obligations hereunder by an “act of God” or any other occurrence whatsoever which is beyond the control of the parties hereto, then such party shall be excused from any further performance of its obligations and undertakings hereunder, but only for the period of time after such occurrence that is necessary.

VII.
WARRANTIES OR REPRESENTATIONS

THE PARTIES TO THIS AGREEMENT SPECIFICALLY ACKNOWLEDGE THAT NO WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER IS BEING MADE BY EITHER PARTY IN CONNECTION WITH THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT, except as is set forth in this Agreement.

VIII. NOTICE

All notices to the DISTRICT shall be sent by certified or registered mail, addressed to: Cameron County Emergency Services District No. 1, 964 East Harrison Street, Brownsville, Texas 78520, or at such other address as the DISTRICT may otherwise designate. All notices to City of Harlingen shall be sent certified or registered mail, addressed to: 118 E Tyler Harlingen, Texas 78550.

IX. LAW GOVERNING/VENUE

This Agreement shall be governed by the laws of The State of Texas and shall be performable in Cameron County, Texas.

X. ENTIRE AGREEMENT

This Agreement shall comprise the entire agreement between the parties hereto and any amendment shall be enforceable only after being reduced to writing, executed by the parties hereto and attached hereto.

Executed in duplicate by the President of the Cameron County Emergency Services District No. 1 and the Mayor of the City of Harlingen, who are duly authorized to represent and bind said DISTRICT and PROVIDER, respectively, to the terms and conditions of this Contract, as set forth above, on this 25 day of September, 2019.

CAMERON COUNTY EMERGENCY SERVICES DISTRICT NO. 1

Oscar Tapia, CCESD Board President

Belinda Aguilar, CCESD

ATTESTED BY:

CITY OF HARLINGEN, TEXAS

Chris Boswell, Mayor

ATTESTED BY:

Amanda Elizondo, City Secretary
Exhibit A
(To CCESD Firefighter Contracts)

The following items or categories, pursuant to the preceding CCESD-PROVIDER Contract (for "firefighting services"), are considered to be a "covered" and compensable "fire call" that is to be undertaken, as appropriate (based on the zone of coverage at issue and within the discretion of PROVIDER), by PROVIDER, which shall parallel the Fire Department Call Report that, along with this Appendix and the foregoing Contract, is approved by CCESD:

A. FIRES

1. Structure Fire
2. Grass Fire
3. Vehicle Fire
4. Utility Pole Fire
5. Tree Fire
6. Trash Fire
7. Brush Fire

B. RESCUES

1. Aircraft Crash/Down
2. Drowning
3. Bee attack (rescue only)
4. Water Rescue (flood or beach) multiple rescues within the same 12hr operational period will be paid as one call
5. Heavy Rescue (building collapse, farm or industrial equipment)
6. Motor Vehicle Accident Extrication/Scene Safety

C. ENVIRONMENTAL RESPONSES

1. Motor Vehicle Accident "Spill Clean-up"
2. Gas leak/odor
3. Power lines down
4. Haz-Mat Response
5. Removal of trees on roadway

D. MISCELLANEOUS

1. Automatic Alarm Response

- In the event of any questions about the terms in this Appendix, the County Fire Marshal will attempt to "rule" on the propriety of the claimed "fire call," administratively, in accordance with the terms of this Appendix and the Contract (between CCESD and PROVIDER), in consultation with the CCESD Administrator and the CCESD Counsel, it being anticipated that only emergency situations are to be addressed under the said Contract and this Appendix, involving (for example) injury to people or property, loss of life or property, or disasters, accidents, storms, explosions and so forth.

First Responders must be certified in the State of Texas as a First Responder through DHS; First Responders must respond "within the County", and they must carry the proper insurance: one million dollars in occurrences and three million dollars in aggregate. Failure to follow these requirements will result in providers not receiving the First Responder stipend.
Date: ___________________________ Time: ___________________________

Fire Department Name: ________________________________________________

CCESD Fire Zone Assigned (By Contract) To That Fire Department: ___________

Type of Call (in accordance with the Appendix to the respective CCESD Firefighting Contract, a copy of the Appendix being attached to this Form):

Category: Fires/Rescues/Environmental Responses/Miscellaneous, Mutual Aid Request (Circle one)

Number (e.g., B 6, A 2): _____________________________________________

MUTUAL AID REQUESTED BY: _______________________________________

REQUESTING AGENCY'S ID#: ________________________________

MUTUAL AID REQUESTED FROM: _________________________________

REQUESTING AGENCY'S ID#: ________________________________

Location of Fire/Rescue/Environmental Response/Etc. (Giving Street or similar address and CCESD Fire Zone#):
_________________________________________________________________
_________________________________________________________________

Nature of Incident: __________________________________________________
_________________________________________________________________
_________________________________________________________________

Number of Apparatus/Trucks Responding (of the said Fire Department):

Number of Personnel Responding (of the said Fire Department):

Amount of Time on the Scene (of said Fire Department):

Call Description/Narrative: ____________________________________________
_________________________________________________________________

Notification of Incident By (e.g., 9-1-1 or municipal dispatcher, sheriff, police, state law enforcement, federal law enforcement, EMS service, or other sources):

_________________________________________________________________
_________________________________________________________________

I hereby certify, under penalties of perjury, that (1) the information set forth in this Form is true and correct, to the best of my knowledge and belief, in all particulars, (2) this form is accompanied by the Department's standard and legally required "fire incident" report, (3) CCESD is entitled to audit and review this report (as required by CCESD), and (4) the above (i.e., claimed) fire call was within the appropriate CCESD Fire Zone for this Fire Department (which is the appropriate Fire Department to respond to that fire call).

Fire Chief Signature: __________________________ (Printed Name): __________________ Dated: __________

Approved ☐ Denied ☐ Reason for denial follows ______________________________________________________

Reviewed by: __________________________ Date: __________

(This Fire Call Reporting Form is confirmed and augmented by the "fire incident" report required by law that is to be submitted with this Form). (If more space is required, use additional sheets of paper and attach the same to this Form).
“Exhibit C”
Performance Statement

Service Provider shall, in connection with firefighting, and if applicable, emergency medical services within the Cameron County Emergency Services District No. 1:

1. Assure fire prevention, firefighting and medical assistance personnel are properly trained and qualified for the levels of service required herein.
2. Assure that adequate qualified personnel are available in order to respond to fire and medical assist calls.
3. Assure that the fire and/or EMS department has adequate liability insurance as required by the State and provide a copy of same.
4. Provide adequate fully equipped and operational firefighting vehicles and equipment to respond to each fire call with a minimum response time.
5. Provide a departmental fiscal year operating budget that shows financial responsibility so as to adequately fund the personnel and equipment needs of the fire and/or EMS department.
6. Prepare and submit such financial, administrative and narrative reports and other information as required, including but not limited to: A monthly narrative report of fire call activities, as of each month.
7. Provide routine (minor) maintenance of facilities, buildings and grounds, within their capabilities and to keep buildings and grounds clean and neat at all times.
8. Provide a sufficient number of volunteer and/or paid firefighters to adequately provide fire protection to the District; the firefighters shall be trained in accordance with the minimum standards of the State Fireman’s and Fire Marshal’s Association of Texas, or the Texas Commission on Fire Protection.
9. Establish criteria and conduct a background check to preclude persons who have criminal histories that may be detrimental to the mission of the Department;
10. Maintain written standard operating procedures for the operation of the Department;
11. Maintain job descriptions outlining the responsibilities of members and employees;
12. Comply with the National Fire Protection Association Standards, insofar as possible, and all applicable state and federal statutes and rules;
13. Firefighters operating at hazardous material incidents are qualified, in accordance with the Occupational Safety and Health Administration (OSHA) 1901.120;
14. Keep records and reports of all emergency calls as they pertain to the designated Zone and provide a summary of the same;
15. That the City Manager of a City Fire and/or EMS Department or his designee shall be the liaison with the District.
16. That the Fire Chief or EMS Director and/or the President of a 501 (c) (3) Volunteer Fire Department, or his designee, shall be the liaison with the District.
17. Participate in fire and/or EMS Injury and Illness prevention education and training program activities such as CPR, AED, etc., when possible.
18. Provide additional protection coverage in the District by responding to a mutual aid call as part of a mutual aid agreement.
19. Participate with the Cameron County Fire Marshal’s Office and provide documentation when applicable for monitoring or conducting a site review.
AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: October 2, 2019

Agenda Item:

Consideration and possible action to approve the designs presented by Megamorphasis, Inc. for the HEB Tennis Center Pro Shop at Pendleton Park and authorize staff to proceed with the construction plans and bidding process. Attachment (Parks & Recreation)

Prepared By: Javier Mendez
Title: Director of Parks and Recreation
Signature:

Summary:

Staff together with the project architect will be presenting floor plans and side elevations of the new Pendleton Park Tennis Center for consideration.

A quick summary of critical dates and activities. Staff and Parks and Recreation Advisory Board presented three possible Capital Improvement projects to the City Commission. Two out of the three projects presented were identified as priority catalyst projects in the Comprehensive Master Plan, which was adopted by the City Commission on April 6, 2016. On December 3, 2018, the City Commission selected HEB Tennis Center Pro Shop from three priorities projects presented. On April 3, 2019, the City Commission selected Megamorphasis as the project Architect from three architectural firms shortlisted from the ranking by the evaluation committee for RFQ 2019-03.

Our goal is to complete the construction plans and bidding documents by the middle of December. We would then bid out the project on January 12th and 19th then have a pre-bid on January 22nd, have the bids due on February 4th, then possibly award bid and execute contract at the regular City Commission on February 19th. The construction is expected to take approximately 9 months to complete. The funding for this project will come from Combination Tax & Revenue Certificates of Obligation Service 2001.

Staff Recommendation:

City Manager’s approval: [ ] Yes [ ] No [X] N/A
Comments:

City Attorney’s approval: [ ] Yes [ ] No [X] N/A
AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: October 2, 2019

Agenda Item:
Consider and take action to amend the Facility Use Agreement between the City of Harlingen and RGV FC Youth Academy for the use of Field 7 at the Harlingen Soccer Complex.

Prepared By: Javier Mendez
Title: Director of Parks and Recreation
Signature:

Summary:
On May 2, 2019 the City Commission approved and authorized the City Manager to execute a Facility Usage Agreement with The Rio Grande Valley FC Toros, an American professional soccer team based in Edinburg, Texas operated by Lone Star, LLC. The original agreement allowed the league to use field number 2 Tuesday, Wednesday and Thursdays from 6:00 pm to 9:00 pm for practice and clinics.
Since then, staff and the Parks and Recreation Advisory Board have changed the mechanics of the field usage for all leagues at the Soccer Complex. The change that was approved by the Parks and Recreation Advisory Board was to transfers management and scheduling of fields to city staff.
This would allow the fields 1 & 2 to be used for what they were intended for, which was Competition Play. We would restrict the fields to be used for practice, drills, and regular season recreation games. We met later with the three league representatives and all agreed on the field usage configuration, dates and times for fields, 3, 4, 5, 6, 7, 8, 9. & 10.
The amendment recommended by staff is to change the authorized field usage for RGV FC Youth Academy from Field 2 to Field 7.
The Parks and Recreation Advisory Board recommended approval at their August 1, 2019 Special meeting.

Staff Recommendation:
Staff and the Parks and Recreation Advisory Board recommend approval of the Facility Use Agreement as presented.

<table>
<thead>
<tr>
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<th>[ ] Yes</th>
<th>[ ] No</th>
<th>[ ] N/A</th>
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<tr>
<td></td>
<td>[ ] Yes</td>
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</tbody>
</table>

[Signature]
9/10/19
STATE OF TEXAS
COUNTY OF CAMERON
CITY OF HARLINGEN

AMENDED

FACILITY USAGE AGREEMENT FOR
RGV FC YOUTH ACADEMY

I. WITNESS this Amended Facility Usage Agreement hereby entered into this 18\textsuperscript{th} day of September, 2019, 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 RGV FC YOUTH ACADEMY, hereinafter designated as the LEAGUE.

The CITY hereby grants this amendment changing the field usage from Field 2 to Field 7 for play thereon at Harlingen Soccer Complex, all located in Harlingen, Texas.

II. The term of the Agreement will remain the same: Start July 5, 2019, ending May 31, 2020.

III. The consideration to be paid CITY for this Usage Agreement is One ($1.00) Dollar. Said sum shall be payable to the CITY at the office of the Parks and Recreation Director of said CITY at 502 E. Tyler, Harlingen, Texas, 78550, (956) 216-5952 phone #, (956) 216-8035 fax #, at the time of the execution of this Agreement.

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

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

B. The basic use of said facility by the LEAGUE shall be for the purpose of promoting, training and playing soccer.

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 LEAGUE shall drag and mark fields. 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. 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. The LEAGUE is responsible for cleaning and minor plumbing issues (i.e. clogs in sinks, urinals, or toilets) at facility restrooms and concessions including before, during and after league games, tournaments and any other club associated events. The LEAGUE shall provide restroom cleaning supplies paper products, and hand soap for dispensers.

7. In the event of storms, hurricanes, high winds, or any other act of God, the LEAGUE is responsible for the removal of all their signage and sponsor boards from fences at their designated areas of play or operation.

L. Lights used during practice must be turned off no later than 11:00 p.m. Failure to comply with this provision of the Agreement will result in either the LEAGUE being charged for electrical use for the month in which the infraction occurred or forfeiture of the Agreement and the Leagues ability to use the Facilities. These conditions do not pertain to tournament play. Tournament play dates must be provided to the Parks and Recreation Director at least two weeks before the tournament is scheduled to commence.

M. If entry fees (gate) are to be charged to those attending league events at the Facility, including tournaments, such fees shall not exceed the following amounts:

1. Participants in that day’s league activities (players, cheerleaders, etc) shall be charged no fee;

2. Persons eleven (11) years of age and younger shall be charged no more than
one dollar ($1.00) per day;

3. Persons twelve (12) years of age and older shall be charged no more than two dollars ($2.00) per day.

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

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

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

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

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

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

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

VIII. In case of default of any of the covenants herein, CITY may enforce the performance of this Agreement in any manner provided by law, and this lease may be voided at CITY'S discretion if such default continues for a period of ten (10) days after the CITY notifies the LEAGUE of such default and its intention to declare the Agreement forfeited. Such notice shall be sent by fax or (if available) by certified mail, return receipt requested, addressed to the last known fax or address of the LEAGUE, with the fax and address for all purposes herein stated below:
1616 South Raul Longoria Rd, Edinburg, Texas 78542

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 _________, 2019.

CITY OF HARLINGEN
BY: ________________________________
    Dan Serna, CPM, City Manager

ATTEST:
BY: ________________________________
    Amanda Elizondo, City Secretary

RGV FC YOUTH ACADEMY
BY: ________________________________
    LEAGUE REPRESENTATIVE
AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **October 2, 2019**

**Agenda Item:**

Consider approval of Second Amendment to Agreement between Development Corporation of Harlingen, Inc, The City of Harlingen and Strategic Behavioral Health, LLC.

**Prepared By (Print Name):** Raudel Garza  
**Title:** HEDC Manager & Chief Executive Officer  
**Signature:**

**Brief Summary:**

On September 24, 2019, the HEDC Board of Directors approved an amendment to the agreement with SBH (Palm Behavioral Health) which would allow for a change in the method of measuring job from counting individuals to adding up the total hours worked and calculating Full-Time Equivalents (FTEs). This would match up with the method used by the City for the 380 agreement with SBH. As of July 31, 2019, SBH has 178 people working an equivalent of 120 FTEs. The agreement would allow for a payment of $100,000 for the 3rd year on a $16 million investment including a 94-bed medical facility and a payroll annually of over $7 million and an average wage of just above $22 per hour.

**Funding (if applicable):**

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

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

**Finance Director’s approval:**  
Yes No N/A

**Staff Recommendation:**

Staff recommends approval of the amendment to the agreement.

**City Manager’s approval:**  
Yes No N/A

**Comments:**

**City Attorney’s approval:**  
Yes No N/A
SECOND AMENDMENT TO AGREEMENT BETWEEN
THE DEVELOPMENT CORPORATION OF HARLINGEN, INC.,
THE CITY OF HARLINGEN AND STRATEGIC BEHAVIORAL
HEALTH, LLC

On the _______ day of September, 2019, this Second Amendment to the Agreement Between the DEVELOPMENT CORPORATION OF HARLINGEN, INC., THE CITY OF HARLINGEN AND STRATEGIC BEHAVIORAL HEALTH, LLC (hereinafter "Amendment") was entered into by the DEVELOPMENT CORPORATION OF HARLINGEN, INC. (hereinafter "DEVELOPMENT CORPORATION"), THE CITY OF HARLINGEN (hereinafter "CITY"), and STRATEGIC BEHAVIORAL HEALTH, LLC (hereinafter "SBH") on the following terms and conditions:

1. Commission Approval: This Amendment is subject to the express approval of the Elective Commission of the City of Harlingen. Failure to receive such approval shall render this Amendment null and void.

2. Status of Original Agreement: Under the terms of the original Agreement Between the DEVELOPMENT CORPORATION OF HARLINGEN, INC., THE CITY OF HARLINGEN and SBH, SBH was required to meet certain newly created job thresholds in order to receive job creation grant funds. SBH has requested a modification to the methodology for determining the level of job creation grant it will receive.

The DEVELOPMENT CORPORATION has agreed to SBH's request as set out in this Second Amendment of the Agreement on the terms and conditions set forth below:

3. Amendment of Obligations: Based upon the representations and commitments by SBH, both set forth herein and other representations made and documents provided to the DEVELOPMENT CORPORATION by SBH, the DEVELOPMENT CORPORATION agrees to amend the original Agreement's methodology for determining whether SBH meets certain thresholds for job creation grants. Sections 3 and 4 of the original
agreement are hereby substantively amended to replace the financial incentive structure related to job creation grants, and the corresponding obligations of SBH and the DEVELOPMENT CORPORATION, with the following:

The DEVELOPMENT CORPORATION shall provide a job creation grant to SBH of up to One Hundred Thousand Dollars ($100,000.00).

To be eligible for this job creation grant, SBH must employ a minimum of one hundred and twenty (120) full-time equivalent positions at the Harlingen SBH facility in operating year 3 (August 1, 2018 through July 31, 2019), filled for a minimum of forty (40) consecutive weeks annually. Full-time equivalent positions shall be defined as 1,664 hours per year. Another way of verifying that this requirement has been met is that SBH should have 1,664 hours X 120 FTEs X 40/52 = 153,600 total hours per operating year.

The job creation grant will be subject to verification of information reasonably satisfactory to the DEVELOPMENT CORPORATION, with no more than $100,000 paid.

The payment of the job creation grant herein will constitute full and final satisfaction of all financial incentives due from the DEVELOPMENT CORPORATION under the original Agreement and any amendment or extension thereto.

4. SBH hereby certifies that it does not and will not knowingly employ any undocumented workers, as defined in Section 2264.001 of the Texas Government Code. SBH further states and certifies that if, after receiving any of the incentives or funds from the DEVELOPMENT CORPORATION as provided under this Agreement, it is convicted of a violation under 8 U.S.C. Section 1324a(f), SSH shall repay the value of the incentives and shall repay to the DEVELOPMENT CORPORATION the amount of any funds received from the DEVELOPMENT CORPORATION hereunder, with interest at the rate of six percent (6%) per annum and payable in three (3) equal annual installments.
5. **Access to Records:** SBH will supply prompt verification of compliance with these amended and/or extended obligations to the DEVELOPMENT CORPORATION as requested or as necessary to prove its eligibility for payments and compliance with its obligations under the original Agreement, as hereby amended and extended, and will promptly provide access to any financial, employment or other records necessary to verify the required construction, certificate of occupancy and employment in the Harlingen area as set out in the original Agreement as hereby amended.

6. **Parties Bound and Assignment:** This Second Amendment to the Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns. SBH may not assign the Agreement or any amendment or extension thereto or any of its rights hereunder without the prior written consent of the DEVELOPMENT CORPORATION, which shall not unreasonably be withheld.

7. **Limits of Amendment:** Except as specifically amended, modified, or changed by this Second Amendment to the Agreement Between the DEVELOPMENT CORPORATION, the CITY and SBH, all the terms, conditions and provisions of the original Agreement Between the DEVELOPMENT CORPORATION OF HARLINGEN, INC., THE CITY OF HARLINGEN and STRATEGIC BEHAVIORAL HEALTH, LLC, and any prior extensions and amendments thereto, shall remain in full force and effect.

8. **Authorization:** The parties acknowledge and represent to each other that the persons who executed this Agreement were duly authorized to do so on behalf of each party.

Executed at and performable in Harlingen, Cameron County, Texas.

**DEVELOPMENT CORPORATION OF HARLINGEN, INC.**

BY: ____________________________

**STRATEGIC BEHAVIORAL HEALTH, LLC**

BY: ________________

Michael J. Garone
CITY OF HARLINGEN

BY: ____________________________

ITS: ____________________________
Mike Garone, Vice President of Development
Strategic Behavioral Health
8295 Tournament Drive, Suite 201
Memphis, TN 38125

October 2, 2019

Raul Garza, Manager and CEO
Development Corporation of Harlingen, Inc.
2424 Boxwood Street, Suite 125
Harlingen, TX 78550

Dear Mr. Garza:

I am writing to formally request the third and final economic incentive distribution pursuant to the terms of the AGREEMENT BETWEEN THE DEVELOPMENT CORPORATION OF HARLINGEN, INC., THE CITY OF HARLINGEN AND STRATEGIC BEHAVIORAL HEALTH, LLC. Section 3 of Amendment 2 describes that the third and final installment is contingent upon SBH’s obligation to have accomplished the following:

1. SBH must employ a minimum of one hundred and twenty (120) full-time equivalent positions at the Harlingen SBH facility in operating year 3 (August 1, 2018 through July 31, 2019), filled for a minimum of forty (40) consecutive weeks annually. Full-time equivalent positions shall be defined as 1,664 hours per year. Another way of verifying that this requirement has been met is that SBH should have 1,664 hours X 120 FTEs X 40/52 = 153,600 total hours per operating year.

SBH has met this obligation as evidenced by the following attachment:

1. Palms Behavioral Health – Total Hours Summary Report – 8/1/18 to 7/31/19

Having met the obligation for the third and final installment incentive, SBH respectfully requests a distribution in the amount of $100,000. We look forward to continuing to provide services in our new home, Harlingen.

Please don’t hesitate to contact me at (901) 277-6522 should you have any questions about this request.

Sincerely,

Mike Garone

Cc: Blair Stam, SBH
    Jim Shaheen, SBH
    James Cagle, SBH
### Total Hours Summary Report

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Total Hours: 292247.24  
Total Amount: 7019441.80

*Note: Differential Earnings. Hours for listed entries are already included in totals once.
**AGENDA ITEM**

**EXECUTIVE SUMMARY**

**Meeting Date:** October 2, 2019

**Agenda Item:**
Consideration and possible action on wrapping certain electrical boxes throughout the city with images of native birds.

**Prepared By (Print Name):** Cassandra Consiglio  
**Title:** CVB Director

**Signature:**

**Brief Summary:**
Certain electrical boxes will be wrapped throughout the city with images of native birds just in time for the Rio Grande Valley Birding Festival. The images of birds will be shared with representatives of the birding festival to make certain they approve of the images. The wraps will be UV proof and will be replaced if damaged. The installation process should be completed by November 1. The Birding Festival will be from November 5-10 and will be held in the Harlingen Convention Center. The City has a budget of $10,000 for this project.

**Funding (if applicable):**
Are funds specifically designated in the current budget for the full amount □ Yes □ No*  
*If no, specify source of funding and amount requested: N/A

Finance Director’s approval: □ Yes □ No □ N/A

**Staff Recommendation:**

For Street Closures ONLY, Fire Chief’s approval: □ Yes □ No □ N/A

City Manager’s approval: □ Yes □ No □ N/A

**Comments:**

City Attorney’s approval: □ Yes □ No □ N/A