Notice is hereby given that the above governmental body will hold a Regular Meeting on Wednesday, June 19, 2019, 5:30 P.M. in 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, Victor Leal

Pledge of Allegiance/Welcome

1) Approval of Minutes

   a) Regular Meeting of April 3, 2019

CONSENT 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 Items withdrawn from the Consent Agenda for individual consideration in their normal sequence will be heard after the remainder of the Consent Agenda has been acted upon.

2a) Consideration and possible action to approve a request from Robert Saenz, Harlingen High School South Asst. Principal of Student Activities to close the following streets, Thursday, September 19, 2019 from 6:15 p.m. to 7:15 p.m. for the Annual Homecoming Parade and Bonfire. Attachment (Police Dept.)

   • Bothwell and Dixieland (blocking southbound traffic at Dixieland)
   • Alani Circle (North and South at Dixieland)
   • Haverford at Dixieland
   • Adrian (East and West) at Dixieland
   • Topaz and Dixieland
   • Garrett (East and West at Dixieland)
b) Consideration and possible action to approve a request from the Harlingen Convention and Visitors Bureau to close Fair Park Blvd. between North "J" Street and North "L" Street and North "L" Street to West Adams Avenue from 12:00 p.m. to 11:30 p.m., Wednesday, July 3, 2019 for the Freedom Fest Celebration Event. Attachment (Police Dept.)

c) Consideration and possible action to approve the Texas Main Street Locally Designated Program 2019 Contract and Trademark Sublicense Agreement as an annual requirement for the Downtown Harlingen to continue its partnership with the Texas Main Street Program and authorize the City Manager to sign the contract and Sublicense Agreement. Attachment (Downtown District)

d) Consideration and possible action to approve a resolution accepting Valley International Airport's amended Mid-Year Budget for Fiscal Year 2018-2019. Attachment (Airport)

3) Presentation by Scott Gibbs, Consultant with McGriff, Seibels and Williams regarding the Voluntary Dental Plan; UNUM Life Insurance Plan and Employees Health & Group Insurance. Attachment (Risk Management)

4) Consideration and possible action to renew the Voluntary Dental Plan for the City of Harlingen Employees for Fiscal Year 2019-2020 with an option to renew the contract for Fiscal Year 2020-2021 and authorize the City Manager to sign the contract. Attachment (Risk Management)

5) Consideration and possible action to renew the UNUM Life Insurance Plan for the City of Harlingen Employees for Fiscal Year 2019-2020 with an option to renew the contract for Fiscal Year 2020-2021 and authorize the City Manager to sign the contract. Attachment (Risk Management)

6) Consideration and possible action to renew the Employees Health & Group Insurance for Fiscal Year 2019-2020 with an option to renew the contract for Fiscal Year 2020-2021, naming the insurance agents and authorize the City Manager to sign the contract. Attachment (Risk Management)

7) Consideration and possible action to accept (or reject) bids and award the contract for the Rangerville Park Basketball Court Project under Bid No. 2019-08 to the lowest responsible bidder and to waive any informalities. Attachment (Community Development)

8) Public hearing to consider an ordinance on first reading for a Specific Use Permit (SUP) to allow an open air vehicle storage business in a General Retail (GR) District located at 5959 W. Business 83, bearing a legal description of Lot 1, Block 1 of Madero Subdivision. Applicant: Arnulfo Rodriguez. Attachment (Planning & Zoning)
a) Public Hearing

b) Consideration and possible action to approve a Specific Use Permit (SUP) to allow an open air vehicle storage business in a General Retail (GR) District at the above described property.

9) Public hearing to consider an ordinance on first reading for a Specific Use Permit (SUP) to allow a storage container in a Light Industry (LI) District located at 1106 Markowsky Avenue, bearing a legal description of 6.174 acres out of Block 143, Harlingen Land & Water Co. Subdivision. Applicant: Lilia Jones on behalf of The Humane Society of Harlingen. Attachment (Planning & Zoning)

a) Public Hearing

b) Consideration and possible action to approve a Specific Use Permit (SUP) to allow a storage container in a Light Industry (LI) District at the above described property.

10) Consideration and possible action to approve the renewal of a MOU between Texas A&M Engineering Extension Service (TEEX), Texas Task Force One (TX-TF1) and Fire Department member (Adrian Perales) and the City of Harlingen Fire Department and authorize the City Manager to sign the MOU. Attachment (Fire Dept.)

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

a. Airport Board
b. Animal Shelter Advisory Committee (2)
c. Audit Committee (1) (Terms expire annually in June)
d. Civil Service Commission (1)
e. Community Development Advisory Board (5)
f. Construction Board of Adjustments (8)
g. Convention & Visitors Bureau (4)
h. Development Corporation of Harlingen, Inc. (1)
i. Downtown Improvement District Board
j. Golf Course Advisory Board (3)
k. Harlingen Community Improvement Board
l. Harlingen Housing Authority Board
m. Harlingen Finance Corporation (5)
n. Harlingen Proud Advisory Board (4)
o. Library Advisory Board (3)
p. Mayor Wellness Council
q. Museum Advisory Board (4)
r. Parks Advisory Board (2)
s. Planning & Zoning Advisory Board (2)
t. Senior Citizens Advisory Board (6)
u. Tax Increment Finance Board (1)
v. Utility Board of Trustees (2)
w. Veterans Advisory Board (6)
x. Zoning Board of Adjustments (9)
y. Complete Census Committee
Specifically, appointment or discussion and possible action to include appointment and/or removal of any position subject to appointment or removal by statute, ordinance, or bylaws.

12) Executive/Closed Session on the following items:

a) pursuant to Texas Gov't Code Sec. 551.072 regarding the lease of real property, located on Boxwood Street and adjacent to the Arts and Heritage Museum, from Texas State Technical College. (City Manager)

b) pursuant to Texas Gov't Code Sec. 551.071(2) to consult with legal counsel and seek legal advice; pursuant to Texas Gov't Code 551.072 regarding the purchase, lease, or value of real property; and Texas Gov't Code 551.087(1) to discuss commercial financial information regarding economic development negotiations; concerning the conveyance and operation of the University Articulation and Career Center at TSTC. (City Manager)

13) Consideration and possible action to approve Item No. 12 (a) as discussed in executive session. (City Manager)

14) Consideration and possible action to approve Item No. 12 (b) as discussed in executive session. (City Manager)

15) Citizen Communication

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, June 14th, 2019 at 12:15 p.m. /p.m. at least 72 hours preceding the scheduled time of said meeting.

Dated this 14th day of June, 2019

Amanda C. Elizondo, City Secretary
REGULAR MEETING

CITY COMMISSION

APRIL 3, 2019

HARLINGEN, TEXAS

A Regular Meeting of the Harlingen Elective Commission was held April 3, 2019 at 5:30 p.m., City Hall, Town Hall Meeting Room, 2nd Floor, 118 E. Tyler Street, Harlingen, Texas. Those in attendance were:

MAYOR and COMMISSIONERS
Chris Boswell, Mayor
Richard Uribe, City Commissioner District 1
Tudor Uhlhorn, City Commissioner District 2
Michael Mezmar, Mayor Pro-Tem District 3
Victor Leal, City Commissioner District 5

ABSENT
Ruben De La Rosa, City Commissioner District 4

STAFF PRESENT
Dan Serna, City Manager
Amanda C. Elizondo, City Secretary
Ric Navarro, City Attorney

Mayor Boswell called the meeting to order and announced the meeting was duly posted according to state law. The following proceedings were held:

Invocation/City Commissioner, Richard Uribe

Pledge of Allegiance/Welcome

1) Presentation of proclamations - proclaiming the following:

a) April, 2019 as “Community Development Block Grant Fair Housing Month”

b) April 1st through April 5th, 2019 as “Community Development Block Grant Week”

Several Community Development Board Members were present to receive the proclamation.

2) Presentation by Mrs. Sylvia Garza-Perez, County Clerk regarding the US 2020 Census.

Eddie Trevino, County Judge, representing Mrs. Sylvia Garza-Perez, County Clerk, stated he was present to advocate, promote, and motivate everyone in Cameron County to make sure that they get counted. Federal and state funding that comes to the County is calculated based on the census count. The 2020 Census will be different from any other census because it will be technology driven allowing citizens to call to participate or complete the census online. Cameron County’s latest estimated population is approximately 450,000 people and the median age being 31 with an average household consisting of 4. The per capita allocation to date is approximately $1,600 per person. The State of Texas receives over $43 billion dollars per year based on the Decennial Census. Thirty one percent of the population was estimated to be in poverty as a result of the 2010 Census. The County will be hosting regional rallies and motivational events to reach out to all the communities. The kickoff is scheduled for March 23, 2020 and the initial part of the census will end July 24, 2020.

Mayor Boswell stated the 2020 Census is a high priority matter for the City of Harlingen to make sure that everybody gets counts. We have been under counted in the past and an effort must be made this time to avoid that from happening again.
3) Approval of Minutes

   a) Jt. Session of the City Commission and Harlingen Community Improvement Board of November 16th, 2018.
   b) Regular Meeting of March 7th, 2019

Motion was made by Mayor Pro-Tem Mezmar and seconded by Commissioner Uribe to approve the minutes of November 16th, 2018 and March 7th, 2019 with the noted corrections made by the City Manager. Motion carried unanimously.

4a) Second and final reading to approve and adopt the Curfew Ordinance prohibiting juveniles, 16 years of age and younger to be out in public places without an adult during the hours of 10:30 p.m. to 6:00 a.m.

4b) Second and final reading to adopt and approve an ordinance to annex and establish the initial zoning to Residential, Single Family (“R-1”) District for a 36.46 acre tract of land, more or less, out of Block 99, Wilson Tract Subdivision, located north of Pink Flamingo Street east of Tamm Lane. Applicant: David Salinas, c/o Arturo Ortega.

4c) Consideration and possible action to approve a request from the City of Harlingen - Parks and Recreation Dept. to close the following streets for their Viva Streets Event, Friday, April 5, 2019 from 3:00 p.m. to 9:00 p.m.

   “A” Street / Jackson Avenue to include both North and South alleyways
   1st Street / Jackson Avenue to include North and South alleyways
   2nd Street / Jackson Avenue to include North and South alleyways
   3rd Street / Jackson Avenue to include North and South alleyways
   4th Street / Jackson Avenue to include North and South alleyways
   5th Street / Jackson Avenue to include North and South alleyways
   6th Street / Jackson Avenue to include North and South alleyways
   76th Drive (portion where City Lake ends – right in front of Cultural Arts Center)
   Jefferson Street and 3rd Street
   Jefferson Street and 7th Street
   Jefferson Street and 6th Street
   Madison Avenue and 6th Street
   Monroe Avenue and 6th Street

Motion was made by Commissioner Leal and seconded by Mayor Pro-Tem Mezmar to approve the Consent Agenda, Items (a, b & c). Motion carried unanimously.

5) Consideration and possible action to approve a resolution amending the City of Harlingen’s Invest Policy.

This item was postponed for the next regular City Commission Meeting.

6) Consideration and possible action to approve an ordinance on first reading of the City of Harlingen amending Chapter 28, Article V, Sections 28-338 and 28-339 and Chapter 18 of the Harlingen Code of Ordinances as all govern taxicab fares; proving for publication, and ordaining other matters related to the forgoing.

Mr. Serna briefly highlighted some of the changes that staff was recommending to the Taxi Cab Ordinance pertaining to fees currently charged to provide for fair and reasonable rates.

Ric Navarro, City Attorney read the caption of the ordinance.
Motion was made by Commissioner Leal and seconded by Commissioner Uribe to approve the ordinance on first reading amending Chapter 28, Article V, Sections 28-338 and 28-339 and Chapter 18 of the Harlingen Code of Ordinances as all govern taxicab fares; providing for publication, and ordaining other matters related to the foregoing. Motion carried unanimously.

7) Consideration and possible action to select one of the top three (3) providers from the list based on the presentations made by representatives of the firms and authorize the City Manager to negotiate and execute a contract for associated architectural and engineering services pursuant to the City’s Request for Qualifications No. 2019-03 for the Design and Project Management of the HEB Tennis Center Pro Shop.

Javier Mendez, Parks and Recreation Director, stated staff was recommending for the City Commission to select one of the top three (3) firms that made a presentation earlier today during the workshop regarding the Design and Project Management of the HEB Tennis Center Pro Shop.

Mayor Pro-Tem Mezmar stated before the workshop, a committee was formed to select a firm. He asked if the committee had selected a firm.

Mr. Mendez responded the committee made a preliminary ranking and chose Negrete & Kolar Architects, LLP as the top choice.

Mr. Serna stated one of the requirements of the RFQ process was for the committee to review the responses and do the preliminary ranking of the responses received. Staff asked the top three (3) firms to make presentations to City Commission. After the presentations, the City Commission has the option to select a firm. Staff is asking for the City Commission to rank the firms in the order one (1) thru three (3) and authorize staff to negotiate with the top firm. If an agreement is not made on a price, then staff will negotiate with the second firm.

A brief discussion was held regarding the ranking process and Commissioner Leal stated it is difficult to choose and understood why staff was struggling with this issue. He has been a big advocate to keep the work locally and is looking at Megamorphosis, Inc. versus Negrete & Kolar Architects, LLP, but all the presentations are very good.

Commissioner Uhlhorn stated that all three firms did excellent presentations and it is a difficult decision for them to make. He agreed with Commissioner Leal on Megamorphosis, Inc., and he knew their line of work and they have done excellent work for the City and School.

Mayor Boswell entertained a motion to rank the firms starting with Megamorphosis, Inc., first and Negrete & Kolar Architects, LLP second and GMS, Inc third.

Motion was made by Commissioner Leal and seconded by Commissioner Uhlhorn to rank Megamorphosis, Inc., first; Negrete & Kolar Architects, LLP, second and GMS, Inc, third, and authorize the City Manager and staff to negotiate a contract with Megamorphosis, Inc. Motion carried as follows: FOR: Commissioners: Leal, Uhlhorn, and Uribe. AGAINST: Commissioner Mezmar. (Vote 3-1)

8) Consideration and possible action to enter into a contract between the City of Harlingen and Dr. Jose Guillermo Estrada Franco to provide entomological services as a result of the Texas Department State Heath Services Grant.

Josh Ramirez, Health Director, stated this item is part of the grant that the City received earlier this year to hire Dr. Jose Guillermo Estrada Franco to provide entomological services. He will implement the services as described on TDSHS Grant for Novel and Traditional Vector Control and serve as the lead investigator under the direction of the Health Director. This grant was awarded to the Health Department to conduct surveillance on the mosquito behavioral specifically those that carry the virus that are a threat to the population which is Zika. The process of this project is to collect mosquitoes that may affect public health and report the findings to the State.
Mayor Pro-Tem Mezmar asked if prior to this, he knew what percentage of the mosquito population is Aedes aegypti.

Mr. Ramirez responded we have a subtropical climate in the valley and a large percentage is Aedes aegypti. Based on the rain season that we get most of mosquitoes will be the Culex, which is the tropical rain type of mosquitoes, but the Aedes Aegypti is the one that carries the viruses Dengue and Zika. The Culex and the Aedes Anopheles carry the West Nile. Staff is looking mostly on the mosquitoes that carry the Zika virus and Dengue fevers.

Commissioner Uhthorn asked if Cities of Brownsville and San Benito were doing the same as Harlingen in regards to these services.

Mr. Ramirez responded yes, the City of Brownsville is continuing with this program since the 1990s. Other cities are developing their programs and the City of Harlingen is partnering with the universities for students to participate in the entomological surveillance as a learning process for them to learn the trade. Students will have microscopes to see the mosquitoes and other species. Once the program is in process, the public will be invited to experience what the staff was doing.

Motion was made by Mayor Pro-Tem Mezmar and seconded by Commissioner Uhthorn to approve the contract between the City of Harlingen and Dr. Jose Guillermo Estrada Franco to provide entomological services as a result of the Texas Department State Health Services Grant. Motion carried unanimously.

9) Consideration and possible action to appoint members to the Complete Count Committee for the 2020 Census.

Gabriel Gonzalez, Asst. City Manager, stated the City Commission established a committee through a form of a resolution. The committee will consist of ten (10) members, each Commissioner will appoint one (1) member and the Mayor will appoint the remaining five (5) members including the chairperson. The Mayor has the option to expand the Committee by an additional five (5) members. A list of the individuals who have agreed to serve on the Committee is attached to the agenda packet. The resolution allows for the appointment of two commissioners to the committee. Mr. Gonzalez recommended the appointment of those individuals who have expressed an interest to serve in this committee and if appointed he would contact them.

Mayor Boswell entertained a motion to appoint the members on the list presented by Mr. Gabriel Gonzalez, Asst. City Manager and appoint Mayor Pro-Tem Mezmar and Commissioner Leal to serve in the 2020 Census Committee and elect Commissioner Leal as the chairman.

Motion was made by Commissioner Uribe and seconded by Commissioner Leal to appoint the individuals recommended by Mr. Gabriel Gonzalez, Mayor Pro-Tem Michael Mezmar, and Commissioner Victor Leal to the Complete Count Committee for the 2020 Census and the appointment of Commissioner Leal as chairman. Motion carried unanimously.

10) Board Appointments

No board appointments.

11) Executive/Closed Session on the following items:

a) pursuant to Section 551.071(2), Texas Gov't Code to consult with the City's attorney regarding legal issues arising out of actions by the Fire Fighter's Pension Board and possible amendments to certain provisions of the collective bargaining labor agreement between the City and the Fire Fighters' Association.
b) pursuant to Texas Gov't. Code Sec. 552.072 and 551.071 to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the City of Harlingen with a third person regarding the acquisition of real property for transit terminal expansion.

c) pursuant to Section 551.071, Texas Gov't. Code to consult with the City Attorney in connection with the MPO Merger.

At 5:32 p.m., Mayor Boswell announced the City Commission would convene into executive session to discuss Item 11 (a, b & c).

Motion was made by Commissioner Leal and seconded by Commissioner Uhlhorn to convene into executive session to discuss Item 11 (a, b & c). Motion carried unanimously.

At 6:48 p.m., Mayor Boswell announced the City Commission had completed its executive session and declared the meeting open to the public.

12) Consideration and possible action, if any, to approve proposed amendments to the Fire Fighter's Labor Agreement pertaining to pension benefits, future base pay adjustments, and contract term modification.

Motion was made by Mayor Pro-Tem Mezmar and seconded by Commissioner Uribe to approve the proposed amendments to the Fire Fighters' Labor Agreement pertaining to pension benefits, future base pay adjustments, and contract term modification as discussed in executive session. Motion carried unanimously.

13) Citizen Communication

None

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

CITY OF HARLINGEN

______________________________
Chris Boswell, Mayor

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

**Meeting Date:** June 19, 2019

**Agenda Item:**
Consider and take action to approve a request from Robert Saenz, Harlingen High School South Assistant Principal of Student Activities to close the streets noted below on Thursday, September 19, 2019 from 6:15 p.m. to 7:15 p.m. for their Annual Homecoming Parade and Bonfire.

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

**Brief Summary:**
Robert Saenz, Harlingen High School South Assistant Principal of Student Activities is requesting to close the streets noted below on Thursday, September 19, 2019 from 6:15 p.m. to 7:15 p.m. for their Annual Homecoming Parade and Bonfire.

- Bothwell and Dixieland (blocking southbound traffic at Dixieland)
- Alani Circle (North and South at Dixieland)
- Haverford at Dixieland
- Adrian (East and West) at Dixieland
- Topaz and Dixieland
- Garrett (East and West at Dixieland)

The parade will begin at the West parking lot of Harlingen South and travel southbound on Dixieland Road towards the Harlingen South Baseball Field. The closures will ensure the safety of the attendees.

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

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

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

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

FROM: District Representative

RE: Street Closure Request

REQUESTOR: Robert Saenz, 1701 Dixicland Rd, 956-427-3800
EVENT NAME: Homecoming Parade and Bonfire
DATE: September 19th, 2019
TIME: 6:15pm-7:15pm
LOCATION: 1701 Dixicland Road
DESCRIPTION: Harlingen South High School will be having an annual Homecoming Parade and bonfire on Sept 19th, 2019. The campus is requesting to close down streets from Bothwell intersection, Ailani Circle intersection, Haverford, Adrian intersection, Topaz intersection, and Garrett intersection. Campus is also requesting SRO Garcia and Banda to assist with the detail.

COMMENTS/NOTES: Campus Administrators and parent volunteers will be monitoring the barricades.
RECOMMENDATION: Approve / Disapprove

SIGNATURE

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Chief of Police
Harlingen Police Department
1018 Fair Park
Harlingen, TX 78550

May 29, 2019

Chief Kester;

I would like to ask for your assistance with our Annual Homecoming Parade and Bonfire on Thursday, September 19, 2019.

In order to have a safe Homecoming Parade, we are requesting your assistance with traffic control. The parade will start at Dixieland Road (Harlingen South's West parking lot), head south on Dixieland Road and turn into the Harlingen South Baseball/Softball Complex (across from Dixieland Park) where the bonfire will take place. A map is included for your review.

The parade is scheduled to begin at 6:30 p.m. with the bonfire to follow at 7:15 p.m. We are requesting streets along the parade route be barricaded from approximately 6:15 p.m. to 7:00 p.m.. Campus administrators and parent volunteers will be posted to monitor the barricades.

I am requesting the assistance of the school resource officers (SROs Garcia & Banda). The streets we are requesting barricaded are:

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

If you need additional information, please call me at 427-3800 ext. 1513 or email at robert.saenz@hcisd.org. Our school greatly appreciates your assistance in making our homecoming parade a safe and memorable one.

Respectfully;

Robert Saenz
Harlingen High School South
Assistant Principal – Student Activities
PARADE START TIME 6:30 PM
PEP RALLY AND BONFIRE WILL BEGIN AFTER ALL PARADE ENTRIES ARRIVE AT BASEBALL/SOFTBALL COMPLEX
**AGENDA ITEM**

**EXECUTIVE SUMMARY**

Meeting Date: **June 19, 2019**

**Agenda Item:**

Consider and take action to approve a request from the Harlingen Convention and Visitors Bureau for street closures from 12:00 p.m. to 11:30 p.m. on Wednesday, July 3, 2019 for their Freedom Fest Celebration event.

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

**Brief Summary:**

Cassandra Consiglio, Convention and Visitors Bureau Director, is requesting the closure of the following streets for their Freedom Fest Celebration event on Wednesday, July 3, 2019 from 12:00 p.m. to 11:30 p.m.:

- Fair Park Blvd., in between North “J” Street and North “L” Street; and,
- North “L” Street to West Adams Avenue.

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

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

**Funding (if applicable):**

Are funds specifically designated in the current budget for the full amount [ ] 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

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*form revised 01/26/09*
TO: Chief of Police
FROM: District Representative
RE: Street Closure Request

REQUESTOR: Cassandra Cuellar Consiglio, Convention and Visitors Bureau Director, 956.873.0391 or 956.622.5053

EVENT NAME: Freedom Fest

DATES AND TIMES: July 3rd, 2019 12:00 noon - 11:30 pm

LOCATION: Lon C Hill Park, Harlingen, TX 78550

DESCRIPTION: Cassandra Cuellar Consiglio is requesting the Lon C Hill Park, Harlingen, TX 78550 to be closed on the date listed above in preparation of their Freedom Fest event. They have requested the street closure early so that there will be no automobiles parked in the area so that they may begin set up for the event.

1) Fair Park Blvd. in between N. J St. and N. L St.
2) N. L St. to W. Adams Ave.

COMMENTS/NOTES: The streets will be closed for the safety of the public in attendance.

RECOMMENDATION: Approve

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Pena, Frances

From: Consiglio, Cassandra
Sent: Tuesday, May 21, 2019 2:44 PM
To: Pena, Frances; Kester, Mike
Cc: Sanchez, Yohana
Subject: Street Closure

The CVB would like to request a street closure for our Freedom Fest on July 3, 2019. The streets we would like to close are Fair Park, L½ and Washington (in front of Boys and Girls Club)

This should be put on this week's agenda please!

Cassandra
From: Alvarez, Eduardo  
Sent: Thursday, May 30, 2019 11:33 AM  
To: Pena, Frances  
Subject: RE: STREET CLOSURE REQUEST - FREEDOM FEST

HFD has no issues with this closure.

Respectfully,

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

From: Pena, Frances  
Sent: Friday, May 24, 2019 4:20 PM  
To: Rubio, Roy; Alvarez, Eduardo; Henderson, Donna; Robles, Lile  
Subject: STREET CLOSURE REQUEST - FREEDOM FEST

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 attention to 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@harlingencity.gov

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AGENDA ITEM  
EXECUTIVE SUMMARY

Meeting Date: June 19, 2019

Agenda Item:

Consideration and possible action to approve the Texas Main Street Locally Designated Program 2019 Contract and Trademark Sublicense Agreement as an annual requirement for the Downtown Harlingen to continue its partnership with the Texas Main Street Program and authorize the City Manager to sign the contract and Sublicense Agreement. Attachment (Downtown District)

Prepared By (Print Name): Edward Meza  
Title: Downtown Manager  
Signature: [Signature]

Brief Summary:

The City of Harlingen has been part of the Texas Main Street Program from 1983-1986 and from 1999 to current for a total of 26 years. In order to be part of the program the City needs to sign the Texas Main Street Locally Designated Program as well as Trademark Sublicense Agreement. This will enable Downtown Harlingen to be a designated Texas Main Street Program.

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
<table>
<thead>
<tr>
<th>Comments:</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Attorney’s approval: [ ] Yes [ ] No [ ] N/A</td>
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</tbody>
</table>
TEXAS HISTORICAL COMMISSION

Texas Main Street Locally Designated Program
2019 Contract

I. PARTIES TO THE CONTRACT

This contract and agreement concerning Harlingen Main Street Program ("Agreement") is entered into between the City of Harlingen (hereinafter referred to as "Participant") and the Texas Historical Commission (hereinafter referred to as "THC"). Harlingen Main Street Program (hereinafter referred to as "Local Program") is part of a larger program within the Texas Main Street Program (hereinafter referred to as "TMSP"), as defined in 13 TAC sec. 19.3(1), wherein the Participant qualifies as a Texas Main Street Urban City, as defined in 13 TAC sec. 19.3. The purpose of the Local Program is to assist Participant with the development, revitalization, restoration, and preservation of its historic downtown or commercial neighborhood districts in accordance with the national Main Street Approach. This Agreement shall be governed by Texas Government Code, Section 442.014, and Texas Administrative Code, Title 13, Part 2, Chapter 19.

II. NATIONAL MAIN STREET CENTER BRAND AND NETWORK

This Agreement constitutes a designation of Participant as an official Texas Main Street City (as defined in 13 TAC sec. 19.3(2)) and allows the use of the National Main Street Center, Inc. brand, including MAIN STREET AMERICA™ controlled by National Main Street Center, Inc. 53 West Jackson Blvd., Suite 350 Chicago IL 60604. If Participant's participation in the TMSP ceases, Participant may no longer use the term 'Main Street' to describe its local development, restoration, and preservation program; nor utilize or display the trademarks or branding of the National Main Street Center, Inc. The designation as a Texas Main Street City allows for full participation in the TMSP network, which includes eligibility to receive Texas Main Street publications and participate in Texas Main Street networking opportunities. Designated Texas Main Street Cities, such as Participant, shall execute and submit to the TMSP office the National Main Street Center's Trademark Sublicense Agreement ("TM Sublicense Agreement"), which grants the right to use the registered trademark, logos and brand of National Main Street Center's membership program - MAIN STREET AMERICA™. Participant hereby agrees to, and shall comply with, all terms and conditions of the TM Sublicense Agreement, which is attached hereto as Exhibit A, and incorporated herein by reference. Additionally, Participant acknowledges and agrees that in the event National Main Street Center develops and/or releases an updated TM Sublicense Agreement ("Updated TM Sublicense Agreement") during the Term of this Agreement, Participant shall be required to execute, and comply with, the Updated TM Sublicense Agreement or otherwise be subjected to termination pursuant to the terms of VII. (B) below. In the event National Main Street Center develops and/or releases an Updated TM Sublicense Agreement, THC will provide Participant with sixty (60) days' notice for Participant to consider, prepare and execute an updated Sublicense Agreement. Furthermore, the parties acknowledge and agree that the execution of such Updated TM Sublicense Agreement shall not require amendment of this Agreement and shall become part of this Agreement upon its execution. In the event of conflict between multiple TM Sublicense Agreements, the most recently executed version shall control.
III. RESPONSIBILITIES OF THE PARTICIPANT AND LOCAL PROGRAM

A. Staffing.

In operation of the Local Program, Participant shall employ a full-time paid program manager who will attend at least two professional development segments annually as outlined in subsection B below. If necessary, a Texas Main Street Small City may, after the first three years of participating in the TMSP, permit the program manager position to also perform specific economic development, tourism, and other relevant duties while remaining as a full-time paid program manager. For the purposes of this Agreement, full-time employment means that the program manager works at least forty (40) hours per week dedicated toward the Local Program and downtown revitalization. Employees of the Participant shall be subject to the sole control and direction of the Participant. Participant shall move forward in an efficient manner to fill a program manager vacancy and the THC’s State Coordinator shall be kept apprised of progress in filling vacancies. A Texas Main Street Urban City (as defined by 13 TAC 19.3(4)) shall additionally employ a full-time assistant program manager who shall also participate in the professional development under subsection B below.

B. Professional development.

The program manager will attend two professional development opportunities in their entirety per year from the list below:

1. Real Places Conference of the Texas Historical Commission.
2. TMSP Basic Training. Required orientation for new program managers.
3. TMSP Summer Professional Development for all program managers.
4. Texas Downtown Association/Texas Main Street Annual Conference.
5. National Main Street Conference.
6. PastForward Conference of the National Trust for Historic Preservation.

Experienced program managers, as determined by THC, may substitute non-Main Street specific, relevant professional development for one of the above events with prior approval of THC. New managers shall attend the TMSP Basic Training, listed second on the list above, within their first year of employment. If there is an assistant Main Street employee in addition to the program manager/s referenced above, that person should also attend at least one segment of Main Street professional development annually.

If a replacement program manager is hired who has not previously attended TMSP Basic Training or does not have a background in Main Street, as determined by THC, the manager is required to attend one series of Basic Training/Professional Development. A $500 stipend shall be charged to Participant for the training series required under these circumstances.

To help ensure an effectively-functioning local program, local program boards/volunteers are encouraged to attend TMSP educational opportunities. No stipend is charged for their participation.

C. Commitment.
Participant agrees to carry out their Local Program work according to the Main Street Approach as promulgated by the National Main Street Center and displayed at https://www.mainstreet.org/mainstreetamerica/theapproach. Participant agrees to incorporate the following ten criteria, “Ten Criteria,” into their Local Program work:

1. Cultivate broad-based support for the downtown revitalization process.
2. Be vision and mission driven.
3. Operate under a Strategic Plan of Work/Plan of Action.
4. Apply a historic preservation ethic to all Main Street work.
5. Engage active volunteers, boards and committees.
6. Provide an adequate operating budget.
7. Employ a program manager. As outlined in III.A above.
8. Support ongoing education for staff and volunteers. As outlined in III.B above.
9. Comply with reporting requirements. As outlined in III.D. below
10. Fund and maintain national Main Street America™ membership, part of the National Main Street Center, Inc.

D. Reporting.

To measure progress, Participant shall track statistics such as reinvestment and job/business creation and submit them to the TMSP office by the 10th of the month following the end of each calendar quarter. Monthly activity reports to track specific goal-based activities shall be submitted to the TMSP office by the 10th of each month for the previous month. Even if there has not been reinvestment activity in a month or quarter, Participant shall still submit a report noting such. Additionally, Participant shall submit an annual report that includes an evaluation of the Local Program implementation of the Ten Criteria outlined in Section III. C above for the previous calendar year.

E. Probation.

Participant agrees that their Local Program may be placed on probation, which may result in the suspension of TMSP services or possible removal from the TMSP, for any of the following reasons:

1. Failure to submit an annual Ten Criteria report pursuant to Section III. D above;
2. Failure to achieve Ten Criteria objectives more than two (2) consecutive years;
3. Failure to submit monthly reports for more than four (4) consecutive months;
4. Failure to submit reinvestment reports for more than two consecutive quarters;
5. Failure to adequately staff or fund the program
6. Failure to abide by this Agreement.

THC shall notify Participant in writing prior to implementing probation in accordance with Texas Administrative Code, Title 13, Part 2, Chapter 19. In the case of probation, Participant will work with the THC’s State Coordinator or delegate to overcome any deficiencies. THC may terminate the Local Program’s participation in the TMSP if Participant fails to remediate identified deficiencies within a reasonable time. No fees will be refunded in cases of probation and any outstanding fees under this Agreement will remain due. During probationary status, the stipulations called for in sections III and IV of this Agreement may be temporarily altered or suspended upon THC’s discretion.
F. National Main Street America™ membership.

Participant shall budget for and maintain membership in the National Main Street Center.

IV. SERVICES TO BE PERFORMED BY TMSP

A. On-site visits and technical expertise.

TMSP services are available to designated Texas Main Street Cities in good standing, including those provided through site visits to address design/planning, economic development and organizational/program capacity issues. Services may include, but are not limited to: façade renderings/technical reports, city planning, preservation and historic building expertise by licensed architects and other design professionals; business development and funding advice, program manager and board training, program capacity-building, and strategic planning.

B. Securing a Main Street Manager.

Should a replacement program manager be needed, the TMSP office can assist with all elements of the hiring process, including creating job descriptions, job posting and interviewing. Upon Participant’s request, the TMSP office will assist in the hiring process; however, the responsibility for selection, salary, employment and employee-related legal matters will remain with Participant. Participant is responsible for, and shall hold THC and TMSP harmless from, all acts and omissions of its managers and all of its employees, agents, representatives, contractors and/or subcontractors.

V. GENERAL TERMS AND RESPONSIBILITIES.

A. Confidentiality and Public Information Act.

Notwithstanding any provisions of this Agreement to the contrary, Participant and THC will comply with the Texas Public Information Act, Texas Government Code, Chapter 552, as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. THC and Participant agree to notify each other in writing within a reasonable time from receipt of a request for information related to Participant's work under this Agreement. Participant and THC will cooperate in the production of documents responsive to the request. Participant will notify THC within twenty-four (24) hours of receipt of any third-party requests for information that was provided by the State of Texas for use in performing the Agreement. This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. Subject to the Texas Public Information Act, Participant agrees to maintain the confidentiality of information received from the State of Texas during the performance of this Agreement, including information which discloses confidential personal information.

B. Dispute Resolution.
The dispute resolution process provided for in Texas Government Code, Chapter 2260, shall be used by THC and Participant to resolve any dispute arising under the Agreement.

If Participant’s claim for breach of Agreement cannot be resolved in the ordinary course of business, it shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, Participant shall submit written notice, as required by Chapter 2260, to the individual identified in the Agreement for receipt of notices. Compliance by Participant with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.

The contested case process provided in Chapter 2260 is Participant’s sole and exclusive process for seeking a remedy for an alleged breach of Agreement by THC if the parties are unable to resolve their disputes as described above.

Compliance with the contested case process provided in Chapter 2260 is a condition precedent to seeking consent to sue from the Legislature under Chapter 107, Civil Practices and Remedies Code. Neither the execution of the Agreement by Participant and THC nor any other conduct of any representative of the Participant or THC relating to the Agreement shall be considered a waiver of sovereign immunity to suit by THC or any governmental immunity to which Participant is otherwise entitled under Texas law.

C. Indemnification.

TO THE EXTENT ALLOWABLE BY LAW, PARTICIPANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THC, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF PARTICIPANT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE AGREEMENT AND THE TM SUBLICENSE AGREEMENT AND/OR UPDATED TM SUBLICENSE AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY PARTICIPANT WITH THE OFFICE OF THE ATTORNEY GENERAL (“OAG”) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PARTICIPANT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. PARTICIPANT AND THC AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

TO THE EXTENT ALLOWABLE BY LAW, PARTICIPANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS, THC AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL THIRD PARTY CLAIMS INVOLVING INFRINGEMENT OF UNITED STATES PATENTS, COPYRIGHTS, TRADE AND SERVICE MARKS, AND ANY OTHER INTELLECTUAL OR INTANGIBLE PROPERTY RIGHTS IN CONNECTION WITH THE PERFORMANCES OR ACTIONS OF PARTICIPANT PURSUANT TO THIS AGREEMENT AND/OR UPDATED TM SUBLICENSE AGREEMENT.
PARTICIPANT AND THC AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. PARTICIPANT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS’ FEES. THE DEFENSE SHALL BE COORDINATED BY PARTICIPANT WITH THE OAG WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PARTICIPANT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG.

D. Independent Contractor.

Participant or Participant’s employees, representatives, agents and any subcontractors shall serve as an independent contractor in providing goods or services. Participant or Participant’s employees, representatives, agents and any subcontractors shall not be employees of THC. Should Participant subcontract any of the services required in this Agreement, Participant expressly understands and acknowledges that in entering into such subcontract(s), THC is in no manner liable to any subcontractor(s) of Participant. In no event shall this provision relieve Participant of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with this Agreement and the TM Sublicense Agreement or Updated TM Sublicense Agreement.

E. Ownership of Intellectual Property.

For the purposes of this Agreement, the term “Work Product” is defined as all reports, analyses, work papers, work products, materials, approaches, designs, specifications, systems, documentation, methodologies, concepts, knowledge, know-how, ideas, improvements, plans, advice, research, materials, intellectual property or other property developed, produced, or generated in part or in full by THC and/or in cooperation with Participant, in connection with this Agreement. Work Product specifically excludes pre-existing material owned by Participant, or material developed during the Term of this Agreement independently and exclusively by Participant without any THC involvement or contribution, and that does not include or incorporate any Work Product or Work Product components (“Independent Participant Material”). All Work Product generated pursuant to this Agreement is made the exclusive property of THC. All right, title and interest in and to said Work Product shall vest in THC upon creation and shall be deemed to be, and is expressly intended by the parties to be, a work made for hire and made in the course of the services rendered pursuant to this Agreement. To the extent that title to any such Work Product may not, by operation of law, vest in THC, or such Work Product may not be considered a work made for hire, all rights, title and interest therein are hereby irrevocably assigned to THC. THC shall have the right to obtain and to hold in its name any and all patents, copyrights, registrations or such other protection as may be appropriate to the Work Product subject matter, and any extensions and renewals thereof.

Furthermore, if and to the extent THC provides Participant any Work Product and/or other property owned by THC (“THC Property”) to assist Participant to further the Local Program and the purpose of this Agreement, THC hereby grants Participant, commencing upon the date that Participant is designated as a Texas Main Street City, a nonexclusive, revocable, worldwide, fully paid, royalty-free, license, for the Term of this Agreement while Participant remains designated as a Texas Main Street City, to reproduce, modify, distribute, publicly perform, publicly display and use the THC Property only to the extent such use is in furtherance of the Local Program. To the extent Participant provides any
Independent Participant Material to THC in connection with this Agreement, Participant hereby grants THC, and THC accepts, a nonexclusive, perpetual, irrevocable, worldwide, fully paid, royalty-free license to use, reproduce, copy, modify distribute, publicly perform, publicly display, store, post on the Internet and creative derivative works of such Independent Participant Material, and to sublicense and transfer such Independent Participant Material to third parties to use in accordance with these license terms for THC purposes.

F. State Auditor.

In addition to and without limitation on the other audit provisions of this Agreement, and to the extent applicable, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of Participant or any other entity or person receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. The acceptance of funds by Participant or any other entity or person directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, Participant or other entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. Participant further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Participant shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through Participant and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Participant related to this Agreement.

G. Assignment.

Without the prior written consent of THC, Participant may not assign this Agreement, in whole or in part, and may not assign any right or duty required under it.

VI. CONTRACT AMOUNT

In accordance with Texas Government Code, sec.442.014(d) and 13 TAC sec.19.5(d), Participant shall pay THC a fee in the amount of $2600.00 to defray cost of staff time and expenses for services provided under the Local Program. THC shall invoice for the fee and Participant shall tender payment within 60 days.

VII. TERM and TERMINATION

A. Term.

This Agreement begins upon the latest date the Agreement becomes fully executed by individuals who have the authority to bind the party on whose behalf he or she is signing ("Effective Date") and shall expire on December 31, 2019 unless terminated at an earlier date pursuant to subsection B below.
B. Termination.

1. Either party shall have a right to terminate all performances to be rendered under this Agreement by notifying the other party in writing at least ten (10) days in advance of the termination date.

2. In the event Participant refuses or fails to execute any Updated TM Sublicense Agreement pursuant to the terms of Section II. above within sixty (60) days of receipt thereof, THC shall have the right to immediately terminate this Agreement by written notice to the Participant.

3. Upon termination of this Agreement under subsections 1 and 2 above, Participant will no longer be designated as an official Texas Main Street City (as defined in 13 TAC sec. 19.3(2)), and will no longer be allowed the use of any Work Product or THC Property, as defined herein, or the registered trademark, logos and brand of National Main Street Center’s membership program MAIN STREET AMERICA™. In such event, Participant agrees to return to THC any Work Product and THC Property in its possession.

4. No funds paid under Section VI. Above shall be refunded in any case of termination.

VIII. CHANGES AND AMENDMENTS

Any alterations, additions, or deletions to the terms of this Agreement shall be in writing and signed by both parties.

IX. APPLICABLE LAW AND VENUE; NO WAIVER; SEVERABILITY

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The venue of any suit arising under this Agreement is fixed in any court of competent jurisdiction of Travis County, Texas.

Nothing in this Agreement shall be construed as a waiver of THC’s sovereign immunity or any governmental immunity to which Participant is entitled under Texas law. This Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Participant, THC or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Participant, THC or the State of Texas under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

In the event that any provision of this Agreement is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, covenants, and conditions of this Agreement shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

X. PROHIBITED FOREIGN BUSINESSES; BOYCOTTING OF ISRAEL

A. Business with Iran, Sudan, or Terrorist Organizations.
In accordance with Texas Government Code, Chapter 2252, Subchapter F, Participant hereby represents and warrants that it is not a company identified on the lists prepared and maintained under Texas Government Code §§ 806.051 (companies with business operations in Sudan), 807.051 (companies with business operations in Iran), or 2252.153 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization). Notwithstanding the foregoing, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A company claiming such exemption must submit the official copy of the declaration.

B. Boycott of Israel

In accordance with Texas Government Code, Chapter 2270, Participant hereby represents and warrants that it does not, and shall not for the duration of this Agreement, boycott Israel as the term is defined under Texas Government Code, Sec. 808.001(1).

XI. FORCE MAJEURE

THC shall not be responsible for performance under this Agreement should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of THC.

Participant shall not be liable to THC for non-performance or delay in performance of a requirement under this Agreement if such non-performance or delay is due to one of the following occurrences, which occurrence must not be preventable through the exercise of reasonable diligence, be beyond the control of Participant, cannot be circumvented through the use of alternate sources, work-around plans, or other means and occur without its fault or negligence: fire; flood; lightning strike; weather damage; earthquake; tornado; hurricane; snow or ice storms; equipment break down; acts of war, terrorism, riots, or civil disorder; strikes and disruption or outage of communications, power, or other utility.

In the event of an occurrence under the above paragraph, Participant will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and Participant continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. Participant shall immediately notify the THC’s State Coordinator by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

XII. NOTICES.

Any notices and/or documents required hereunder shall be deemed to have been duly provided if in writing and delivered personally or by pre-paid guaranteed overnight delivery service, or sent postage prepaid by United States certified mail, return receipt requested. Any such notice shall be effective on the date of delivery if delivered personally, on the next business day following delivery to the guaranteed overnight delivery service if the notice was so delivered and the charges were prepaid, or on the date the recipient signed for the notice if sent by certified mail.
Notices shall be addressed as follows, or at such other address as any party hereto shall notify
the other of in writing:

If to THC:
Texas Historical Commission
P.O. Box 12276
Austin, TX 78711

If to Participant:
Downtown Harlingen

209 W. Jackson St.

Harlingen, TX
78550

THE UNDERSIGNED PARTIES BIND THEMSELVES TO THE FAITHFUL
PERFORMANCE OF THIS AGREEMENT.

Authorized Signature
(City Manager, Mayor, or Board Chair)
City Manager

Signer title: ________________________________

Signer printed name: Dan Serna

Signer address: 118 E. Tyler Ave, Harlingen, TX 78550

Signer phone: 956-216-5001

Date: ________________

Debra Drescher, State Coordinator
Texas Main Street Program
P.O. Box 12276 Austin, TX 78711
512-463-5758 debra.drescher@thc.texas.gov

Date: ________________

Mark Wolfe, Executive Director
Texas Historical Commission
P.O. Box 12276 Austin, TX 78711
512-463-6100
TRADEMARK SUBLICENSE AGREEMENT

This Trademark Sublicense Agreement ("Sublicense Agreement") is entered into between Texas Historical Commission ("Coordinating Program") and Downtown Harlingen ("Sublicensee"), effective as of the last date written below. For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Background.

A. The National Main Street Center, Inc. ("NMSC") operates a membership program called MAIN STREET AMERICA™. As a part of that program, MAIN STREET AMERICA™ Coordinating Program Membership is available to statewide, regional or citywide organizations that oversee multiple local downtown and neighborhood programs within their service area and work to preserve and revitalize commercial districts. Local Program membership in the MAIN STREET AMERICA™ program is available at the Affiliate or Accredited levels to individual programs or organizations that satisfy the membership eligibility criteria described on the NMSC website (currently located at: http://www.preservationnation.org/main-street/about-main-street/main-street-america/main-street-america-tier.html#.VmYLY7grLIU).

B. Organization is a Coordinating Program member of NMSC in good standing and has entered into a Trademark License Agreement with the NMSC which grants to the Coordinating Program the right to sublicense to its Local Programs the use of the NMSC name and trademarks described below.

C. Sublicensee is a Local Program Member in good standing of the MAIN STREET AMERICA™ program at the Accredited level. Sublicensee is also located within the Coordinating Program’s geographic service area. Therefore, Sublicensee has the opportunity to enter into this Trademark License Agreement, which grants certain rights to use the NMSC’s name and trademarks, including MAIN STREET AMERICA™ and MAIN STREET®, as described below.

D. The NMSC’s parent entity, the National Trust for Historic Preservation ("National Trust"), owns the following registered trademarks, which it has delegated to the NMSC the right to sublicense. NMSC and Coordinating Program have entered into a Trademark Licensing Agreement which grants the Coordinating Program the right to sublicense the following registered trademarks:

<table>
<thead>
<tr>
<th>Mark</th>
<th>U.S. Registration Number</th>
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<tbody>
<tr>
<td>MAIN STREET</td>
<td>Reg. Nos. 3,365,568 and 2,057,207</td>
</tr>
<tr>
<td>NATIONAL MAIN STREET CENTER</td>
<td>Reg. No. 2,013,837</td>
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These registered trademarks owned by the National Trust, together with the MAIN STREET AMERICA™ word marks and logos referred to in Section 2.A.1 below, the NATIONAL MAIN STREET CENTER logo referred to in Section 2.A.ii below are referred to herein as the "Trademarks."

E. The Trademarks are well known and recognized by the general public and associated in the public mind with the NMSC and the National Trust. The Coordinating Program and the Sublicensee recognize the mutual benefits that accrue from the Sublicensee's use of the Trademarks in accordance with the terms and conditions of this Sublicense Agreement, including the recognition and credibility brought to the Sublicensee through its use of these Trademarks and the benefit to the Coordinating Program and NMSC from association with high-performing Local Programs.
National Main Street Center
Local Program Accredited Member Sublicensing Agreement

2. Grant of Sub-License.

A. Subject to the terms and conditions of this Sublicense Agreement, the Coordinating Program hereby grants the Sublicensee the non-exclusive right and license to use the Trademarks to identify and promote its participation in the MAIN STREET AMERICA™ program, as well as its relationship and association with the Coordinating Program and NMSC, in connection with the following activities:

i. **MAIN STREET AMERICA™ word and logo marks.** The Sublicensee’s rights to use the MAIN STREET AMERICA™ word mark and the following MAIN STREET AMERICA logo are limited to Sublicensees which are members in good standing at the Accredited membership level of the MAIN STREET AMERICA™ program:

   For use by Local Programs who are Designated Members at the Accredited Level:

   ![MAIN STREET AMERICA Accredited](image)

   As a Main Street America™ Accredited program, INSERT NAME HERE is a recognized leading program among the national network of more than 1,200 neighborhoods and communities who share both a commitment to creating high-quality places and to building stronger communities through preservation-based economic development. All Main Street America™ Accredited programs meet a set of National Accreditation Standards of Performance as outlined by the National Main Street Center.

ii. **NATIONAL MAIN STREET CENTER® word and logo marks.** The Sublicensee’s right to use the NATIONAL MAIN STREET CENTER word mark and the following NATIONAL MAIN STREET CENTER logo solely and exclusively to indicate its association with the National Main Street Center:

   ![National Main Street Center](image)

iii. **MAIN STREET® word mark.** The Sublicensee’s right to use the MAIN STREET trademark is limited to use made to identify Sublicensee and/or its activities, including as part of the name of the Licensee (e.g. “Main Street Iowa”), in connection with commercial district revitalization and related consultation, education, and training.

3. **Scope of and Limitations on Use.** Use of the Trademarks by the Sublicensee will be subject to the following limitations:

   A. Sublicensee must display the Accredited level MAIN STREET AMERICA membership mark on their website. All uses of the MAIN STREET AMERICA word mark and logo by Sublicensee
National Main Street Center
Local Program Accredited Member Sublicensing Agreement

must follow the specific mark, color, and character usage set forth in the Brand Identity Guidelines attached as Exhibit A, which are incorporated by reference as if fully set forth herein. Sublicensee will not use or develop any different logos or designs (including any symbols or stylized presentations), in connection with the MAIN STREET AMERICA mark or logo. Use of the MAIN STREET AMERICA word mark and logos by Sublicensee is a mandatory condition of membership in the MAIN STREET AMERICA program.

B. The MAIN STREET mark, as part of the name and identity of Sublicensee’s organization, programs, and activities, can be used on materials designed to promote the work of Sublicensee (e.g., website, brochures, newsletter, letterhead or other printed promotional materials). The right to use the MAIN STREET mark by the Sublicensee is an optional benefit of membership in the MAIN STREET AMERICA program.

C. All uses of the NATIONAL MAIN STREET CENTER logo by Sublicensee must follow the specific mark, color, and character usage set forth in the Brand Identity Guidelines attached as Exhibit A, which are incorporated by reference as if fully set forth herein. Sublicensee will not use or develop any different logos or designs (including any symbols or stylized presentations) in connection with the NATIONAL MAIN STREET CENTER mark. Use of the NATIONAL MAIN STREET CENTER logo by Sublicensee is an optional benefit of membership in the MAIN STREET AMERICA program.

D. This Sublicense Agreement is subject to the terms, conditions, and limitations of the Trademark License Agreement between NMSC and the Coordinating Program.

E. Sublicensee will not apply to register any of the Trademarks, or any other trademark that incorporates any part of the Trademarks or “National Trust for Historic Preservation.” Sublicensee will not state or imply that it owns any such trademarks.

F. The Sublicensee will not use the Trademarks in combination with or in juxtaposition with other trademarks except as may be approved in writing by the NMSC. The Sublicensee will apply and display the ® symbol and the ™ symbol next to or with respect to the Trademarks as directed by the Coordinating Program.

G. Other than as specifically provided herein, Sublicensee is not granted any other rights to use, license or sublicense the Trademarks.

4. Term. This Sublicense Agreement will become effective immediately upon the date of last signature below, and, unless terminated early under Sections 5 or 10, will be effective through December 31, 2019, at which time it may be renewed by mutual written agreement of the parties hereto.

5. Conditions. This Sublicense Agreement between Coordinating Program and Sublicensee is conditioned upon Sublicensee having an active MAIN STREET AMERICA membership at the Accredited level with NMSC. The requirements of this membership are currently available at: http://www.preservationnation.org/main-street/about-main-street/main-street-america/main-street-america-tier.html#.VmYLY7grLIU, and are incorporated herein by reference.

6. Acknowledgment of Ownership. Use of the Trademarks indicates acknowledgment by the Sublicensee of the NMSC’s and the National Trust’s rights and title to the Trademarks, (i.e. MAIN STREET AMERICA, NATIONAL MAIN STREET CENTER, and MAIN STREET), and that Sublicensee will not at any time do, or permit to be done, any act or thing that will in any way impair...
the rights of the NMSC or the National Trust. All use of the Trademarks by the Sublicensee will inure to the benefit of the NMSC and the National Trust.

7. **Good will and promotional value.** Sublicensee recognizes and acknowledges the value of good will associated with the Trademarks and agrees that it will not conduct any activity, provide any service, or produce or distribute goods which in any way damages or reflects adversely upon the NMSC or the National Trust.

8. **Non-assignment.** This Sublicense Agreement is personal to the Sublicensee, and may not be assigned to any other individual, program, organization, or agency. Any attempted assignment will be null and void.

9. **Compliance Verification.** It is the responsibility of the Sublicensee to verify compliance with the terms of this Sublicense Agreement, and to provide complete and accurate usage reports to the Coordinating Program. If the Coordinating Program or the NMSC has reason to believe that the Sublicensee is in violation of this Sublicense Agreement, the Coordinating Program or NMSC shall have the right to make inquiries with Sublicensee as necessary to determine compliance. In such case, the Sublicensee will cooperate with the Coordinating Program and/or NMSC in its investigation and provide in a timely fashion any and all information that is requested.

10. **Termination.**

A. Coordinating Program may terminate this Sublicense Agreement if the Sublicensee violates any of the provisions of this Sublicense Agreement or fails to satisfy the membership criteria established by the NMSC for Accredited Local Programs. Such termination will be effective thirty (30) days after the Coordinating Program sends written notice of such termination to Sublicensee. During this thirty (30) day period, Sublicensee may attempt to cure such violation. If the violation is not cured during this period, the termination will be effective upon the expiration of the thirty (30) day period.

B. This Sublicense Agreement will automatically terminate immediately without any notice required, notwithstanding the above paragraph, if the Coordinating Program or NMSC determines: (i) that sublicensee's actions could negatively affect the goodwill, image, or reputation of the NMSC, the National Trust for Historic Preservation, the Coordinating Program, or any of the Trademarks; (ii) the Sublicensee discontinues all or a significant portion of its business; (iii) the National Trust terminates, revokes, or fails to renew the NMSC's rights to use, license, or sublicense the Trademarks; or (iv) the NMSC terminates, revokes or fails to renew the Coordinating Program's rights to use, license or sublicense the Trademarks.

C. Upon the expiration or early termination of this Agreement, the Sublicensee will discontinue use of the Trademarks and will destroy and delete tangible and electronic documents and files containing any such marks, except for a limited number of copies retained for archival purposes only.

11. **Governing Law.** This Agreement is entered into in the District of Columbia and will be governed by and construed in accordance with the laws of the District of Columbia, USA, without giving effect to conflict of laws provisions.

12. **Annual Report, Notices, Other Communication.** Upon request by the Coordinating Program or NMSC, Sublicensee shall submit samples of any materials on which the Trademarks
National Main Street Center
Local Program Accredited Member Sublicensing Agreement

licensed under this agreement were used during the year. Such samples shall be submitted within ten business days of receipt of a written request from the Coordinating Program or NMSC.

13. Notices. Any notices which either party is required or may desire to serve upon the other party shall be in writing and may be served either personally or by depositing the same in the mail (first class postage prepaid, certified and return receipt requested) or with a reputable overnight express delivery service (with confirmed delivery, charge prepaid or billed to shipper), addressed to the party to be served as follows, unless a different address is designated in writing by the party to be served. Notice shall also be required to be given by electronic mail on the same date as deposited in the mail. Notice given by mail alone shall not be sufficient.

To Coordinating Program:

Name: Texas Historical Commission
Address: PO Box 12276
         Austin, TX 78711-2276
Phone: 512-463-5758
Email: debra.drescher@thc.texas.gov

To Sublicensee:

Name: Downtown Harlingen
Address: 209 W. Jackson St.
         Harlingen, TX 78550
Phone: 956-216-4910
Email: edmeza@myharlingen.us

14. Successors. This Agreement shall be binding upon, and will inure to the benefit of, the parties and their respective permitted successors and assigns.

15. Modification. No amendment or modification of the terms or conditions of this License Agreement will be valid unless in writing and signed by both parties.

16. Waiver. The failure of either party to partially or fully exercise any right or the waiver by either party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of this Sublicense Agreement. No waiver shall be valid or binding unless in writing and signed by the waiving party.

17. Severability. If any provision of this Sublicense Agreement or the application of any provision hereof to any person or circumstances is held to be void, invalid, or inoperative, the remaining provisions of this Agreement shall not be affected and shall continue in effect and the invalid provision shall be deemed modified to the least degree necessary to remedy such invalidity.

18. Entire Agreement. This Sublicense Agreement is the entire agreement between the parties with respect to the matters referred to herein and it supersedes and replaces all prior and contemporaneous oral and written understandings pertaining to the subject matter hereof.

Coordinating Program  Sublicensee
National Main Street Center
Local Program Accredited Member Sublicensing Agreement

By: ________________________________
    Name, Title

Date: ________________________________

By: ________________________________
    Name, Title

Date: ________________________________

Downtown Maysa

5/13/2019
AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: June 19, 2019

Agenda Item:

Consider and take action to approve Resolution accepting Valley International Airport’s amended mid-year budget for fiscal year 2018 - 2019.

Prepared By (Print Name): Marv Esterly
Title: Director of Aviation
Signature: [Signature]

Brief Summary:

The proposed mid-year budget update for Fiscal Year 2018 – 2019 for the Valley International Airport as submitted shows operating revenues anticipated to be greater than the adopted budget by Three Hundred Thirty-Nine Thousand Dollars and no/100 ($339,000). This increase will change the budgeted operating revenue to Six Million, Eight Hundred Thirty-One Thousand, Three Hundred Dollars and no/100 ($6,831,300). The total operating expenses increased by Forty Six Thousand, Five Hundred Dollars and no/100 ($46,500). This increases the budgeted operating expense to Six Million, Three Hundred Sixty Thousand Dollars and no/100 ($6,360,000). The net income before depreciation is anticipated to be greater than the adopted budget by Two Hundred Ninety-Two Thousand, Five Hundred Dollars and no/100 ($292,500). This increase will change the budgeted net income to Four Hundred Seventy-One Thousand, Three Hundred Dollars and no/100 ($471,300). The total capital expense/capital improvement budget is anticipated to be greater than the adopted budget by Four Million, Four Hundred Twenty-Seven Thousand, Eight Hundred Fifty-Six Dollars and no/100 ($4,427,856). This increase will change the capital expense/capital improvement budget to Five Million, Eight Hundred Twenty-Eight Thousand, Eight Hundred Fifty-Six Dollars and no/100 ($5,828,856).

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:

The staff recommends the acceptance of Valley International Airport’s amended mid-year budget for the fiscal year 2018 – 2019.

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

Comments:

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

form revised 01/26/09
RESOLUTION NO. ________

STATE OF TEXAS

COUNTY OF CAMERON

WHEREAS, the Harlingen Airport Board has submitted its amended mid-year budget for Valley International Airport for the Fiscal Year 2018 – 2019; and

WHEREAS, the Electric Commission of the City of Harlingen, Texas, has reviewed the mid-year budget for Fiscal Year 2018 – 2019 submitted by the Harlingen Airport Board; and

WHEREAS, the mid-year budget for Fiscal Year 2018 – 2019 for the Valley International Airport was approved by the Harlingen Airport Board during its regular meeting of May 17, 2019; and

WHEREAS, the proposed mid-year budget update for Fiscal Year 2018 – 2019 for the Valley International Airport as submitted shows operating revenues anticipated to be greater than the adopted budget by Three Hundred Thirty-Nine Thousand Dollars and no/100 ($339,000). This increase will change the budgeted operating revenue to Six Million, Eight Hundred Thirty-One Thousand, Three Hundred Dollars and no/100 ($6,831,300); and

WHEREAS, the total operating expenses increased by Forty Six Thousand, Five Hundred Dollars and no/100 ($46,500). This increases the budgeted operating expense to Six Million, Three Hundred Sixty Thousand Dollars and no/100 ($6,360,000); and

WHEREAS, the net income before depreciation is anticipated to be greater than the adopted budget by Two Hundred Ninety-Two Thousand, Five Hundred Dollars and no/100 ($292,500). This increase will change the budgeted net income to Four Hundred Seventy-One Thousand, Three Hundred Dollars and no/100 ($471,300); and

WHEREAS, the total capital expense/capital improvement budget is anticipated to be greater than the adopted budget by Four Million, Four Hundred Twenty-Seven Thousand, Eight Hundred Fifty-Six Dollars and no/100 ($4,427,856). This increase will change the capital expense/capital improvement budget to Five Million, Eight Hundred Twenty-Eight Thousand, Eight Hundred Fifty-Six Dollars and no/100 ($5,828,856); and

BE IT RESOLVED BY THE CITY OF HARLINGEN:

That the mid-year budget for Fiscal Year 2018 – 2019 for the Valley International Airport as recited herein above is hereby adopted.
CONSIDERED AND ADOPTED this 19th day of June 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, TITLE 5, SUBTITLE A, CHAPTER 551.

CITY OF HARLINGEN

BY: __________________________

Chris H. Boswell, Mayor

ATTEST:

______________________________

Amanda C. Elizondo, City Secretary
City Commission: Mid-Year Budget Update
# Revenue Estimates

## 2019 MID YEAR UPDATE

<table>
<thead>
<tr>
<th>REVENUE</th>
<th>Total</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ADOPTED BUDGET</strong></td>
<td>$ 6,492,300</td>
<td></td>
</tr>
<tr>
<td>1) GROUND HANDLING SERVICE</td>
<td>$ 95,000</td>
<td>Frontier contract</td>
</tr>
<tr>
<td>2) RENT-A-CARS</td>
<td>$ 70,000</td>
<td>Run rate better than anticipated</td>
</tr>
<tr>
<td>3) Airline &amp; Airfreight Landings</td>
<td>$ 66,000</td>
<td>Run rate better than anticipated</td>
</tr>
<tr>
<td>4) PARKING</td>
<td>$ 40,000</td>
<td>Run rate better than anticipated</td>
</tr>
<tr>
<td>5) RESTAURANT</td>
<td>$ 30,000</td>
<td>Run rate better than anticipated</td>
</tr>
<tr>
<td>6) OTHER</td>
<td>$ 38,000</td>
<td>Various line items</td>
</tr>
<tr>
<td><strong>MID YEAR REVENUE ADJUSTMENTS</strong></td>
<td>$ 339,000</td>
<td></td>
</tr>
<tr>
<td><strong>MID YEAR PROPOSED REVENUE</strong></td>
<td>$ 6,831,300</td>
<td></td>
</tr>
</tbody>
</table>
## Expenses Estimates

<table>
<thead>
<tr>
<th>EXPENSES</th>
<th>Total</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADOPTED BUDGET</td>
<td>$ 6,313,500</td>
<td></td>
</tr>
<tr>
<td>1) GROUND HANDLING SERVICES</td>
<td>$ (158,000)</td>
<td>FT &amp; PT dept established</td>
</tr>
<tr>
<td>2) INFORMATION SYSTEMS</td>
<td>$ (50,000)</td>
<td>Introduction of new airlines (Infrastructure)</td>
</tr>
<tr>
<td>3) Benefits</td>
<td>$ (52,000)</td>
<td>Underestimated</td>
</tr>
<tr>
<td>4) MARKETING</td>
<td>$ 100,000</td>
<td>LED Screen</td>
</tr>
<tr>
<td>5) ARFF PERSONNEL/CITY</td>
<td>$ 77,000</td>
<td>Overestimated</td>
</tr>
<tr>
<td>6) UTILITIES</td>
<td>$ 55,000</td>
<td>Project spending reducing electricity usage</td>
</tr>
<tr>
<td>7) Other</td>
<td>$ (18,500)</td>
<td>Various line items</td>
</tr>
<tr>
<td>MID YEAR EXPENSE ADJUSTMENTS</td>
<td>$ (46,500)</td>
<td></td>
</tr>
<tr>
<td>MID YEAR PROPOSED EXPENSE</td>
<td>$ 6,360,000</td>
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</tr>
</tbody>
</table>
## Budget Adjustment Totals

<table>
<thead>
<tr>
<th>NET INCOME (EXCL DEPN)</th>
<th>Total</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADOPTED BUDGET</td>
<td>$178,800</td>
<td></td>
</tr>
<tr>
<td>MID YEAR REVENUE ADJUSTMENTS</td>
<td>$339,000</td>
<td>Revenue better than budget</td>
</tr>
<tr>
<td>MID YEAR EXPENSE ADJUSTMENTS</td>
<td>$(46,500)</td>
<td>Expense approximate budget</td>
</tr>
<tr>
<td>TOTAL AMENDMENTS</td>
<td>$292,500</td>
<td></td>
</tr>
<tr>
<td>MID YEAR PROPOSED INCOME</td>
<td>$471,300</td>
<td></td>
</tr>
</tbody>
</table>
# Mid Year Capital Budget

**Fiscal Year Ending September 30, 2019**

<table>
<thead>
<tr>
<th>Capital Purchases</th>
<th>ADOPTED BUDGET</th>
<th>MID YEAR BUDGET</th>
<th>INCREASE/DECREASE to ADOPTED BUDGET</th>
<th>SOURCE OF FUNDS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$16,000</td>
<td>$15,613</td>
<td>$(387)</td>
<td>FAA</td>
</tr>
<tr>
<td>SBCA Tanks/Masks/Gear</td>
<td></td>
<td></td>
<td></td>
<td>PFC</td>
</tr>
<tr>
<td>Golf Cart with Utility Bed</td>
<td>$11,000</td>
<td>$8,325</td>
<td>$(2,675)</td>
<td>LOCAL</td>
</tr>
<tr>
<td>Backhoe with Enclosed Cab</td>
<td>$85,000</td>
<td>$97,467</td>
<td>12,467</td>
<td>Other</td>
</tr>
<tr>
<td>Pick-up Truck</td>
<td>$25,000</td>
<td>$28,735</td>
<td>3,735</td>
<td></td>
</tr>
<tr>
<td>Police Golf Cart</td>
<td>$4,000</td>
<td>$5,744</td>
<td>1,744</td>
<td></td>
</tr>
<tr>
<td>Misc Equipment</td>
<td>10,000</td>
<td>27,903</td>
<td>17,903</td>
<td></td>
</tr>
<tr>
<td>Airline Equip - Belt Leader, Tug, Tow Bar, Stairs</td>
<td>-</td>
<td>33,610</td>
<td>33,610</td>
<td></td>
</tr>
<tr>
<td>Checkpoint Stanchions</td>
<td>-</td>
<td>8,333</td>
<td>8,333</td>
<td></td>
</tr>
<tr>
<td>SUPPS - Amadeus</td>
<td>-</td>
<td>110,889</td>
<td>110,889</td>
<td></td>
</tr>
<tr>
<td>LED Video Wall</td>
<td>-</td>
<td>96,500</td>
<td>96,500</td>
<td></td>
</tr>
</tbody>
</table>

**Total Capital Expenses**

|                               | $151,000       | $433,118       | $282,118                            |                |
|                               |                |                |                                     | FAA            |
|                               |                |                |                                     | PFC            |
|                               |                |                |                                     | LOCAL          |
|                               |                |                |                                     | Other          |

**Capital Improvements**

<table>
<thead>
<tr>
<th></th>
<th>$600,000</th>
<th>$600,000</th>
<th>$540,000</th>
<th>$60,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Terminal - Replace Flat Roof</td>
<td></td>
<td></td>
<td></td>
<td>$15,000</td>
</tr>
<tr>
<td>BCA - Rwy 17R-35L Extend</td>
<td>$150,000</td>
<td>$150,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>EA - Rwy 17R-35L Extend</td>
<td>$150,000</td>
<td>$100,000</td>
<td>$(50,000)</td>
<td></td>
</tr>
<tr>
<td>Aquire land 17R-35L Entend - 40 acres</td>
<td>$300,000</td>
<td>$300,000</td>
<td>$90,000</td>
<td></td>
</tr>
<tr>
<td>Purchase ARFF Silvers (PPE)</td>
<td>$50,000</td>
<td>$50,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Concource Floor</td>
<td></td>
<td>800,000</td>
<td>300,000</td>
<td>$80,000</td>
</tr>
<tr>
<td>Terminal - Jet Bridges</td>
<td>$1,800,000</td>
<td>$1,800,000</td>
<td>$720,000</td>
<td>$117,335</td>
</tr>
<tr>
<td>FedEx Canopy - (EDC)</td>
<td></td>
<td></td>
<td>$1,800,000</td>
<td></td>
</tr>
<tr>
<td>Lobby Roof - (Insurance Claim)</td>
<td>1,478,403</td>
<td></td>
<td></td>
<td>1,478,403</td>
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</table>

**Total Capital Improvements**

<table>
<thead>
<tr>
<th></th>
<th>$1,250,000</th>
<th>$5,395,738</th>
<th>$2,550,000</th>
<th>$1,800,000</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$1,860,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$140,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$1,595,738</td>
</tr>
</tbody>
</table>

**Total Capital**

<table>
<thead>
<tr>
<th></th>
<th>$1,401,000</th>
<th>$5,828,856</th>
<th>$2,832,118</th>
<th>$1,800,000</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$1,860,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$573,118</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$1,595,738</td>
</tr>
</tbody>
</table>
## VALLEY INTERNATIONAL AIRPORT
### MID YEAR CASH FLOW

### Beginning Projected Cash & Investments Balance:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Beginning</strong></td>
<td>$3,094,023</td>
<td>$2,845,440</td>
<td>$1,916,205</td>
<td>$3,094,023</td>
</tr>
</tbody>
</table>

### Uses of Cash:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel Services</td>
<td>3,719,000</td>
<td>3,830,570</td>
<td>3,945,487</td>
<td>1,807,555</td>
</tr>
<tr>
<td>Contracted Services</td>
<td>1,498,500</td>
<td>1,513,485</td>
<td>1,528,620</td>
<td>721,723</td>
</tr>
<tr>
<td>Material &amp; Supplies</td>
<td>520,000</td>
<td>535,600</td>
<td>551,668</td>
<td>267,869</td>
</tr>
<tr>
<td>Other Charges</td>
<td>622,500</td>
<td>653,625</td>
<td>673,234</td>
<td>324,688</td>
</tr>
<tr>
<td>Interest Expense</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Principal Energy Mgmt Note - TAC</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Principal Payments FedEx Bldg</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Capital Purchases</td>
<td>433,118</td>
<td>200,000</td>
<td>200,000</td>
<td>329,902</td>
</tr>
<tr>
<td>Capital Improvements</td>
<td>7,659,204</td>
<td>13,023,276</td>
<td>10,800,000</td>
<td>4,168,573</td>
</tr>
</tbody>
</table>

### Non Cash Items

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Accrued PTO, Prepaid etc</td>
<td>113,544</td>
<td>-</td>
<td>-</td>
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</tbody>
</table>

### Total Uses of Cash:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Uses of Cash</strong></td>
<td>$14,565,867</td>
<td>$19,756,556</td>
<td>$17,699,009</td>
<td>$7,733,854</td>
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</tbody>
</table>

### Sources of Cash:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Terminal Building</td>
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<td>3,427,200</td>
<td>3,632,744</td>
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<td>Airfield</td>
<td>814,000</td>
<td>830,280</td>
<td>930,280</td>
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<td>Industrial Park</td>
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<td>1,312,000</td>
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<td>FAA Grant Money</td>
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<td>Other, Insurance</td>
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<td><strong>Non Cash Items</strong></td>
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<td>Deferred Revenue ULA</td>
<td>(211,000)</td>
<td>(211,000)</td>
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### Total Sources of Cash:

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<td><strong>Total Sources of Cash</strong></td>
<td>$14,317,284</td>
<td>$18,827,321</td>
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### Ending Projected Cash & Investments Balance:

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<td><strong>Ending</strong></td>
<td>$ 2,845,440</td>
<td>$ 1,916,205</td>
<td>$ 2,107,590</td>
<td>$ 2,482,944</td>
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**AGENDA ITEM**
**EXECUTIVE SUMMARY**

**Meeting Date:**  
June 19, 2019

**Agenda Item:**
Presentation by Scott Gibbs, Consultant with McGriff, Seibels and Williams on Benefit Plan renewals Health, Life and Dental insurances.

**Prepared By (Print Name):** Efren Fernandez  
**Title:** Director of Human Resources and Risk Management

**Signature:**

**Brief Summary:**
A presentation by the City’s Insurance Consultant on the City’s renewal options.

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

**Finance Director’s approval:** ☐ Yes ☐ No ☐ N/A

**Staff Recommendation:**
Staff recommends approval

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

**City Manager’s approval:**

**Comments:**

**City Attorney’s approval:** ☐ Yes ☐ No ☐ N/A

*form revised 04/29/09*
AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: June 19, 2019

Agenda Item:

Consideration and possible action to renew the Voluntary Dental Plan for the City of Harlingen Employees for Fiscal Year 2019-2020 with an option to renew the contract for Fiscal Year 2020-2021 and authorize the City Manager to sign the contract. Attachment (Risk Management)

Prepared By (Print Name): Efren Fernandez
Title: Director of Human Resources and Risk Management
Signature: [Signature]

Brief Summary:

The City has received a renewal from Aetna Dental Insurance for Fiscal Year 2019-2020 with a no increase offer.

Funding (if applicable):

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

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

Staff Recommendation:

Staff recommends approval

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

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

Comments:

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

form revised 04/29/09
AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: June 19, 2019

Agenda Item:
Consideration and possible action to renew the UNUM Life Insurance Plan for the City of Harlingen Employees for Fiscal Year 2019-2020 with an option to renew the contract for Fiscal Year 2020-2021 and authorize the City Manager to sign the contract. Attachment (Risk Management)

Prepared By (Print Name): Efren Fernandez
Title: Director of Human Resources and Risk Management
Signature:

Brief Summary:
The City has received a renewal from UNUM LIFE Insurance for Fiscal Year 2019-2020 with a no increase offer.

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

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

Comments:

City Attorney’s approval: Yes No N/A
Meeting Date: **June 19, 2019**

**Agenda Item:**
Consideration and possible action to renew the Employee Health & Group Insurance for Fiscal Year 2019-2020 with an option to renew the contract for Fiscal year 2020-2021, naming the insurance agents and authorize the City Manager to sign the contract. *(Risk Management)*

**Prepared By (Print Name):** Efren Fernandez  
**Title:** Director of Human Resources and Risk Management

**Signature:**

**Brief Summary:**
The City has received a renewal from Blue Cross Blue Shield Insurance for Fiscal Year 2019-2020 with a minimal increase of 4.4%

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

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

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

**Staff Recommendation:**
Staff recommends approval

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

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

**Comments:**

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

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*form revised 04/29/09*
**AGENDA ITEM**
**EXECUTIVE SUMMARY**

Meeting Date: **June 19, 2019**

**Agenda Item:**
Consider and take action to accept (or reject) bids and award contract for the Rangerville Park Basketball Court Project under Bid No. 2019-08 to the lowest responsible bidder and to waive any informalities.

**Prepared By (Print Name):** Tammy Jackson  
**Title:** Community Development Director  
**Signature:**

**Brief Summary:**
The project consists of the construction of a Basketball Court at Rangerville Park. Proposed project will include the engineering, design, and construction of a post tension slab for a standard full-size basketball court at the existing park. This project is funded through a Community Development Block Grant and with General Funds through the Parks Department.

On Friday, May 31, 2019, staff received and opened a total of 5 bids for the proposed project. Attached is the bid tabulation for your review along with a summary of each bid submittal. Staff has reviewed the bids and is recommending award of contract to the lowest responsible bidder, Teni-Trak, Inc; and to waive any informalities provided the documentation is submitted.

**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:  
CDBG funding- $55,200.00  
Parks Department- $10,773.40  
Finance Director’s approval: □ Yes □ No □ N/A

**Staff Recommendation:**
Staff recommends Teni-Trak, Inc. be awarded the bid as the lowest responsible bidder in the amount of $62,165.00.

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

**Comments:**

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

6/13/19
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<td>Ters-Trak Inc.</td>
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<td>No</td>
<td>$62,165.00</td>
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<tr>
<td>Battery Warehouse</td>
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<td>No</td>
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<td>$75,000.00</td>
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Companies contacted: 57  Picked up packets: 12  HUB certified: 2  Responded: 5  HUBs Responded: 0
Meeting Date: 6/19/2019

**AGENDA ITEM**
**EXECUTIVE SUMMARY**

**Agenda Item:**
Public hearing and take action to consider an Ordinance on First Reading for a Specific Use Permit (SUP) to allow an open air vehicle storage business in a General Retail (GR) District located at 5959 W. Business 83, bearing a legal description of Lot 1, Block 1 of Madero Subdivision. Applicant: Arnulfo Rodriguez

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

**Brief Summary:**

**Project Timeline**

- **April 9, 2019** – Application for Specific Use Permit (SUP) submitted to the City. *(ATTACHMENT I & II)*
- **May 29 and June 1, 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.
- **June 12, 2019** – Public hearing was conducted by the Planning and Zoning Commission. **The Planning and Zoning Commission recommended approval based on Staff recommendation by a 3 to 0 vote.**
- **June 19, 2019** – Public hearing and consideration of requested Specific Use Permit via 1st ordinance reading scheduled before the City Commission.
- **July 3, 2019** – Pending approval of 1st ordinance reading, consideration of approval of 2nd ordinance reading scheduled before the City Commission.

**Summary**

- The subject property is located on the south side of W. Business 83, approximately 350 feet east of Dilworth Road. The property has 170.29 ft. of frontage along W. Business 83 and had a maximum depth of 478.74 ft. at its deepest point.

- Adjacent zoning is General (GR) District to the north, east, and west, and Single Family Residential (R1) District to the south. Surrounding land uses include general commercial and vacant land. *(ATTACHMENT III-IV)*

- Sec. 111-62 of the Zoning Ordinance requires a Specific Use Permit (SUP) for an open air business in a General (GR) District. The applicant is requesting a Specific Use Permit (SUP) for a vehicle storage business. A building permit application has not been submitted.

- On April 18, 2019, the property owner was contacted by the Code Compliance Department and notified that a Specific Use Permit (SUP) and a building permit are required in order to operate. According to the applicant, the work was done...
without permits. (ATTACHMENT V)

- The applicant will still have to submit plans/drawings with the Building Inspections Department and have it reviewed by city departments involved in the development process.

  Building Inspections, Engineering Department, and Fire Prevention Bureau reviewed the SUP application and recommend approval of the SUP. (ATTACHMENT VI-VII)

- To the present, the Planning and Zoning Department has not received any phone calls in objection to the request from surrounding property owners.

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

---

**Funding (if applicable):**

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

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

---

**Staff Recommendation:**

Staff recommends approval of the request subject to the following:

1. Paving the vehicle storage area with asphalt or concrete;
2. Providing a 6 ft. solid fence in the rear of the property; and
3. Provide the required 10% landscaping of the site area and Compliance with the requirements administered by the Planning & Zoning, Engineering, Fire Prevention, and Building Inspections Departments

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

---

**Comments:**

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

CITY OF HARLINGEN PLANNING AND ZONING DIVISION
MASTER APPLICATION

PROPERTY INFORMATION: (Please PRINT or TYPE)
Project Address 5959 W. Bus 83 Nearest Intersection Bus 83 + Dr./worth Rd.
(Proposed) Subdivision Name: Madere Subdivision Lot 1 Block 1
Existing Zoning Designation: CR Future Land Use Plan Designation: Commercial

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)
Applicant/Authorized Agent: Arnuila Rodriguez Phone 956-766-0088 Fax —
Email Address (for project correspondence only):
Mailing Address: 1301 S. Dilworth City Harlingen State TX Zip 78552
Property Owner: Arnuila Rodriguez Phone 956-766-0088 Fax —
Email Address (for project correspondence only): 1301 S. D
Mailing Address: 1301 S. Dilworth City Harlingen State TX Zip 78552

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:
Fence was constructed around land without permit, for parking, storage...

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: 4-22-19

Property Owner(s) Signature: __________________________ Date: 4-22-19

Accepted by: __________________________ Date: __________________________
PLANNED DEVELOPMENT DISTRICT (PDD) REQUEST
SPECIFIC USE PERMIT (SUP) REQUEST
SUBMITTAL CHECKLIST

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

Complete:

1. City and School Tax Certificates

2. Ten (10) copies of a comprehensive site plan showing the proposed development of the property. The site plan shall consist of the following items, as applicable:
   - Existing/proposed building footprints and building heights (or buildable areas for single and two-family residential); and
   - Locations of proposed uses; and
   - Ingress and egress to/from property;
   - Existing/proposed streets in compliance with the City of Harlingen Long Range Thoroughfare Plan; and
   - Existing/proposed sidewalks; and
   - Existing/proposed utilities; and
   - Existing/proposed drainage; and
   - Existing/proposed parking spaces.

3. A written statement describing the proposed use(s) of the subject property.

4. Any other information (elevation drawings, pictures, etc.) in support of the subject request.

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

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

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

- I understand that the purpose of a PDD or SUP is to allow for development not otherwise authorized in the Zoning Ordinance. Hence, the Planning and Zoning Commission and/or City Commission may impose development standards important to the health, safety, welfare, and protection of the proposed development and the adjacent property and its occupants.

Owner: **Arnulfo Rodriguez**
Owner Address: 1301 S. Dr. Worth Hqtr 78557
Phone/Fax: 956-706-0088
Signature: [Signature]

Date: 4-22-19
Request for a Specific Use Permit (SUP) to allow an open air vehicle storage business in a General Retail (GR) District located at 5959 W. Business 83, bearing a legal description of Lot 1, Block 1 of Madero Subdivision. Applicant: Arnulfo Rodriguez.
Specific Use Permit ("SUP") Routing Slip

Applicant: Arnulfo Rodriguez

Phone No.: 956-706-0088

Location: 5959 W BUS 83

Project Description: SUP for open air vehicle storage

Department: BUILDING INSPECTIONS

Approval: XX YES  NO

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.

Signature  

Date: 6/4/19
Specific Use Permit ("SUP") Routing Slip

Applicant: Arnulfo Rodriguez
Phone No.: 956-706-0088
Location: 5959 W BUS 83
Project Description: SUP for open air vehicle storage

Department: Engineering Department
Approval: X YES _____ NO

Comments:
The Engineering Department has no objection to the creation of a parking storage location. The Developer/Owner will be required to submit at a minimum a site plan with construction details noting layout of the parking area, a drainage report, a pavement cross-section, and TXDOT driveway permit if needed. Additional items may be required at time of permitting.

Signature: 5-31-19
**Specific Use Permit ("SUP") Routing Slip**

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<tr>
<th><strong>Applicant:</strong></th>
<th>Arnulfo Rodriguez</th>
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<tr>
<td><strong>Phone No.:</strong></td>
<td>(956) 706-0088</td>
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<tr>
<td><strong>Location:</strong></td>
<td>5959 W Bus 83</td>
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<tr>
<td><strong>Project Description:</strong></td>
<td>SUP request for open air vehicle storage</td>
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<tr>
<th><strong>Department:</strong></th>
<th>Fire Prevention Bureau</th>
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<tbody>
<tr>
<td><strong>Approval:</strong></td>
<td><em>X</em> YES __ NO</td>
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</tbody>
</table>

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

**Fire Marshal**  Juan Saucedo Jr.

Date: May 28, 2019
ORDINANCE NO. 19-_____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES (ORDINANCE NO. 16-8) OF THE CITY OF HARLINGEN; TO ISSUE A SPECIFIC USE PERMIT TO ARNULFO RODRIGUEZ TO ALLOW AN OPEN AIR VEHICLE STORAGE BUSINESS IN A GENERAL RETAIL (GR) DISTRICT LOCATED AT 5959 W. BUSINESS 83, BEARING A LEGAL DESCRIPTION OF LOT 1, BLOCK 1 OF MADERO SUBDIVISION. SUBJECT TO: 1) COMPLIANCE WITH THE REQUIREMENTS ADMINISTERED BY THE PLANNING & ZONING, ENGINEERING, FIRE PREVENTION, AND BUILDING INSPECTIONS DEPARTMENTS PRIOR TO THE ISSUANCE OF CERTIFICATE OF OCCUPANCY.

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:

To issue a Specific Use Permit to Arnulfo Rodriguez to allow an open air vehicle storage business in a General Retail (GR) District located at 5959 W. Business 83, bearing a legal description of Lot 1, Block 1 of Madero Subdivision. Subject To: 1) Compliance with
the requirements administered by the Planning & Zoning, Engineering, Fire Prevention, and Building Inspections Departments prior to the Issuance of Certificate of Occupancy.

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
Request for a Specific Use Permit (SUP) to allow an open air vehicle storage business in a General Retail (GR) District located at 5959 W. Business 83, bearing a legal description of Lot 1, Block 1 of Madero Subdivision. Applicant: Arnulfo Rodriguez

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 5/30/19.
AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: 6/19/2019

Agenda Item:
Public hearing and take action to consider an Ordinance on First Reading for a Specific Use Permit (SUP) to allow a storage container in a Light Industry (LI) District located at 1106 Markowsky Avenue, bearing a legal description of 6.174 acres out of Block 143, Harlingen Land & Water Co Subdivision. Applicant: Lilia Jones on behalf of The Humane Society of Harlingen

Prepared By: Gabriel Gonzalez
Title: Assistant City Manager
Signature: [Signature]

Brief Summary:

Project Timeline

- April 9, 2019 – Application for Specific Use Permit (SUP) submitted to the City. (ATTACHMENT I & II).
- May 29 and June 1, 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.
- June 12, 2019 – Public hearing was conducted by the Planning and Zoning Commission. The Planning and Zoning Commission recommended approval based on Staff recommendation and with the condition that no fence is required around the perimeter of the storage container, by a 3 to 0 vote.
- June 19, 2019 – Public hearing and consideration of requested Specific Use Permit via 1st ordinance reading scheduled before the City Commission.
- July 3, 2019 – Pending approval of 1st ordinance reading, consideration of approval of 2nd ordinance reading scheduled before the City Commission.

Summary

- The subject property is located on the north side of Markowsky Avenue, approximately 560 feet east of N. Commerce Street. Adjacent zoning is Light Industrial (LI) District to the north, east, and west, and Single Family Residential (R1) District to the south. Surrounding land uses include general commercial and residences. (ATTACHMENT III)

- The Humane Society of Harlingen currently contains a storage container on the subject property. They were contacted by the Code Compliance Department and notified that a Specific Use Permit is required in order to comply with the Zoning Ordinance. (ATTACHMENT IV)

- According to applicant, the storage container was leased because the Humane Society of Harlingen building does not have sufficient room to house merchandise, staff, and animals.

- The storage container measures 8 ft. by 40 ft. for a total of 320 sq. ft. and is used
to store goods, equipment, and other items needed for day to day operations.

- Building Inspections, Engineering Department, and Fire Prevention Bureau reviewed the SUP application and recommend approval of the SUP. (ATTACHMENT V-VII)

- To the present, the Planning and Zoning Department has not received any phone calls in objection to the request from surrounding property owners.

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

### Funding (if applicable):

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

Finance Director's approval:  

<table>
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<tr>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
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### Staff Recommendation:

Staff recommends approval of the request subject to the following:

1. The SUP will be limited to ninety days.
2. The storage container must be located in the rear of the property and not be visible from the street; and
3. Compliance with the requirements administered by the Planning & Zoning, Engineering, Fire Prevention, and Building Inspections Departments

City Manager's approval:  

<table>
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<tr>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
</tr>
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### Comments:

City Attorney's approval:  

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<tr>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
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</thead>
</table>

6/13/19
### CITY OF HARLINGEN PLANNING AND ZONING DIVISION
#### MASTER APPLICATION

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

- **Project Address:** 110 W Markowsky St.
- **Nearest Intersection:** Commerce & Markowsky
- **(Proposed) Subdivision Name:** Harlingen
- **Nearest Subdivision:** None
- **Existing Zoning Designation:** LI
- **Future Land Use Plan Designation:** 
- **Block:** 147

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

- **Applicant/Authorized Agent:** Humane Society of Harlingen 425-7217
- **FAX:**
- **Email Address:** hsharlingen@gmail.com
- **Mailing Address:** 110 W Markowsky St., Harlingen, TX 78550
- **Property Owner:** City of Harlingen
- **Phone:**
- **Fax:**
- **Email Address:** (for project correspondence only):
  - *dash@humane society of harlingen.com*
- **Mailing Address:** (for project correspondence only):
  - City, State, Zip

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

- [ ] Annexation Request: **No Fee**
- [ ] Administrative Appeal (ZBA): **$175.00**
- [ ] Comp. Plan Amendment Request: **$250.00**
- [ ] Re-zoning Request: **$250.00**
- [ ] SUP Request/Renewal: **$250.00**
- [ ] Zoning Variance Request (ZBA): **$250.00**
- [ ] PUD 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: **SUP for mobile mini**

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:** 4/1/2019

- **Property Owner(s) Signature:**
- **Date:** 4/1/2019

**Accepted by:**
ATTACHMENT II

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

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

Complete

City and School Tax Certificate:

Ten (10) copies of a comprehensive site plan showing the proposed development of the property. The site plan shall consist of the following items, as applicable:

- Existing/proposed building footprints and building elevations (or buildable areas for single and two-family residential) and
- Locations of proposed uses; and
- Ingress and egress to/from property;
- Existing/proposed streets in compliance with the City of Harlingen Long Range Thoroughfare Plan; and
- Existing/proposed sidewalks; and
- Existing/proposed utilities; and
- Existing/proposed drainage; and
- Existing/proposed parking spaces.

A written statement describing the proposed use(s) of the subject property.

Any other information (elevation drawings, pictures, etc.) in support of the subject request.

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

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

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

- I understand that the purpose of a PDD or SUP is to allow for development not otherwise authorized in the Zoning Ordinance. Hence, the Planning and Zoning Commission and/or City Commission may impose development standards important to the health, safety, welfare, and protection of the proposed development and the adjacent property and its occupants.

Owner: CITY OF HARLINGEN Date: 4/1/2019
Owner Address: 1100 E. TYLER AVE., HARLINGEN, TX 78550
Phone/Fax: 956-216-5530
Signature: [Signature]
Request for a Specific Use Permit (SUP) to allow a storage container in a Light Industry (LI) District located at 1106 Markowsky Avenue, bearing a legal description of 6.174 acres out of Block 143, Harlingen Land & Water Co Subdivision. Applicant: Lilia Jones on behalf of The Humane Society of Harlingen.

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 5.30.19.
Specific Use Permit ("SUP") Routing Slip

Applicant: Lilia Jones – Humane Society of Harlingen
Phone No.: (956) 425-7297
Location: 1106 Markowsky
Project Description: SUP for storage container at 1106 Markowsky Ave

Department: BUILDING INSPECTION
Approval: XX YES NO

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.

Signature

Date
Specific Use Permit ("SUP") Routing Slip

Applicant: Lilia Jones – Humane Society of Harlingen

Phone No.: (956) 425-7297

Location: 1106 Markowsky

Project Description: SUP for storage container at 1106 Markowsky Ave

Department: Engineering Department

Approval: X YES ______ NO

Comments:
The Engineering Department has no objection to the placement of the storage container at the rear of the building.

Signature

Date: 5-31-19
Specific Use Permit ("SUP") Routing Slip

<table>
<thead>
<tr>
<th>Applicant</th>
<th>Lilia Jones</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone No.</td>
<td>(956) 425-7297</td>
</tr>
<tr>
<td>Location</td>
<td>1106 Markowsky Ave</td>
</tr>
<tr>
<td>Project Description</td>
<td>SUP request for storage container</td>
</tr>
</tbody>
</table>

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<tr>
<th>Department</th>
<th>Fire Prevention Bureau</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approval</td>
<td><em>X</em> YES _ NO</td>
</tr>
</tbody>
</table>

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

Fire Marshal Juan Saucedo Jr.

Date: May 28, 2019
ORDINANCE NO. 19-——

AN ORDINANCE AMENDING THE CODE OF ORDINANCES (ORDINANCE NO. 16-8) OF THE CITY OF HARLINGEN; TO ISSUE A SPECIFIC USE PERMIT TO LILIA JONES ON BEHALF OF THE HUMANE SOCIETY OF HARLINGEN TO ALLOW A STORAGE CONTAINER IN A LIGHT INDUSTRY (LI) DISTRICT LOCATED AT 1106 MARKOWSKY AVENUE, BEARING A LEGAL DESCRIPTION OF 6.174 ACRES OUT OF BLOCK 143, HARLINGEN LAND & WATER CO SUBDIVISION. SUBJECT TO: 1) THE SUP WILL BE LIMITED TO NINETY DAYS; 2) THE STORAGE CONTAINER MUST BE LOCATED TO THE REAR OF THE PROPERTY AND NOT BE VISIBLE FROM THE STREET, WITH NO FENCE REQUIRED; AND 3) COMPLIANCE WITH THE REQUIREMENTS ADMINISTERED BY THE PLANNING & ZONING, ENGINEERING, FIRE PREVENTION, AND BUILDING INSPECTIONS DEPARTMENTS PRIOR TO THE ISSUANCE OF CERTIFICATE OF OCCUPANCY.

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:
To issue a Specific Use Permit to Lilia Jones on behalf of The Humane Society of Harlingen to allow a storage container in a Light Industry (Li) District located at 1106 Markowsky Avenue, bearing a legal description of 6.174 acres out of Block 143, Harlingen Land & Water Co Subdivision. Subject to: 1) The SUP will be limited to ninety days. 2.) The storage container must be located to the rear of the property and not be visible from the street, with no fence required; and 3) Compliance with the requirements administered by the Planning & Zoning, Engineering, Fire Prevention, and Building Inspections Departments prior to the issuance of Certificate of Occupancy.

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
Request for a Specific Use Permit (SUP) to allow a storage container in a Light Industry (LI) District located at 1106 Markowsky Avenue, bearing a legal description of 6.174 acres out of Block 143, Harlingen Land & Water Co Subdivision. Applicant: Lilia Jones on behalf of The Humane Society of Harlingen

Zoning Designations

- Parcels
- General Retail (GR)
- Multi Family Residential (M2)
- Planned Development (PD)
- Mobile Home Residential (MH)
- Single Family Residential (R1)
- Heavy Industry (HI)
- Duplex Residential (R2)
- Light Industry (LI)
- Neighborhood Services (NS)
- Residential Patio Home (RPH)
- 3/4plex Residential (M1)
- Office (O)

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The regular meeting of the Planning & Zoning Commission was held at 5:30 p.m., Wednesday, June 12, 2019, at the Cultural Arts Center located at 576 '76 Drive., Harlingen, Texas with the following present:

**Board Members Present:**
Nick Consiglio  
Vice Chairman  
Daniel Martinez  
Commissioner  
Wayne Lowry  
Commissioner  
Vanessa Camacho  
Commissioner

**Board Members Absent:**
Tre Peacock  
Chairman  
David Wolf  
Commissioner

**City Staff Present:**
Gabe Gonzalez  
Assistant City Manager  
Joel Olivo  
Planning and Zoning Manager  
Albert Molina  
City Planner  
Allan E. Garces  
City Planner

**PUBLIC HEARING AND TAKE ACTION TO CONSIDER A REQUEST FOR A SPECIFIC USE PERMIT (SUP) TO ALLOW AN OPEN AIR VEHICLE STORAGE BUSINESS IN A GENERAL RETAIL (GR) DISTRICT LOCATED AT 5959 W. BUSINESS 83, BEARING A LEGAL DESCRIPTION OF LOT 1, BLOCK 1 OF MADERO SUBDIVISION.**

Mr. Garces summarized the following:

The subject property is located on the south side of W. Business 83, approximately 350 feet east of Dilworth Road. The property has 170.29 ft. of frontage along W. Business 83 and had a maximum depth of 478.74 ft. at its deepest point. Adjacent zoning is General (GR) District to the north, east, and west, and Single Family Residential (R1) District to the south. Surrounding land uses include general commercial and vacant land. Sec. 111-62 of the Zoning Ordinance requires a Specific Use Permit (SUP) for an open air business in a General (GR) District. The applicant is requesting a Specific Use Permit (SUP) for a vehicle storage business. A building permit application has not been submitted. On April 18, 2019, the property owner was contacted by the Code Compliance Department and notified that a Specific Use Permit (SUP) and a building permit are required in order to operate. According to the applicant, the work was done without permits. The applicant will still have to submit plans/drawings with the Building Inspections Department and have it reviewed by city departments involved in the development process.
Building Inspections, Engineering Department, and Fire Prevention Bureau reviewed the SUP application and recommend approval of the SUP. To the present, the Planning and Zoning Department has not received any phone calls in objection to the request from surrounding property owners. In accordance with the zoning ordinance, the P&Z and City Commission may impose requirements and conditions of approval as are needed to ensure that a use requested by a SUP is compatible and complementary to adjacent properties. Staff recommends approval of the request subject to the following:

1. Paving the vehicle storage area with asphalt or concrete;
2. Providing a 6 ft. solid fence in the rear of the property;
3. Provide the required 10% landscaping of the site area and Compliance with the requirements administered by the Planning & Zoning, Engineering, Fire Prevention, and Building Inspections Departments

Cmr. Consiglio asked if there were any questions for staff.

Cmr. Lowry asked if he said rec vehicles.

Mr. Garces stated no, wreck as in people get in a car accident.

Cmr. Consiglio asked if there were any further questions for staff. As there were none, he opened the matter for public hearing. As there was no comment from the public, he closed the public hearing.

Cmr. Lowry motioned to approve the SUP per staff recommendations. Cmr. Camacho seconded the motion. The motion passed unanimously.

**PUBLIC HEARING AND TAKE ACTION TO CONSIDER A REQUEST FOR A SPECIFIC USE PERMIT (SUP) TO ALLOW A STORAGE CONTAINER IN A LIGHT INDUSTRY (LI) DISTRICT LOCATED AT 1106 MARKOWSKY AVENUE, BEARING A LEGAL DESCRIPTION OF 6.174 ACRES OUT OF BLOCK 143, HARLINGEN LAND & WATER CO SUBDIVISION.**

Mr. Garces summarized the following:

The subject property is located on the north side of Markowsky Avenue, approximately 560 feet east of N. Commerce Street. Adjacent zoning is Light Industrial (LI) District to the north, east, and west, and Single Family Residential (R1) District to the south. Surrounding land uses include general commercial and residences. The Humane Society of Harlingen currently contains a storage container on the subject property. They were contacted by the Code Compliance Department and notified that a Specific Use Permit is required in order to comply with the Zoning Ordinance. According to applicant, the storage container was leased because the Humane Society of Harlingen building does not have sufficient room to house merchandise and other miscellaneous items. The storage container measures 8 ft. by 40 ft. for a total of 320 sq. ft. and is used to store goods, equipment, and other items needed for day to day operations. Building Inspections, Engineering Department, and Fire Prevention Bureau reviewed the SUP application and recommend approval of the SUP. To the present, the Planning and Zoning
Department has not received any phone calls in objection to the request from surrounding property owners. In accordance with the zoning ordinance, the P&Z and City Commission may impose requirements and conditions of approval as are needed to ensure that a use requested by a SUP is compatible and complementary to adjacent properties. Staff recommends approval of the request subject to the following:

1. The SUP will be limited to ninety days.
2. The storage container must be located in the rear of the property and not visible from the street; and
3. Compliance with the requirements administered by the Planning & Zoning, Engineering, Fire Prevention, and Building Inspections Departments

Cmr. Consiglio asked if there were any questions for staff. Cmr. Consiglio asked if there were any further questions for staff. As there were none, he opened the matter for public hearing. As there was no comment from the public, he closed the public hearing.

Cmr. Lowry asked if after the 90 days, is the concept for the unit to be cleared out.

Mr. Olivo stated it has to be removed as the ordinance does not allow it be there for more than 90 days in a 12 month period.

Mr. Gonzalez stated that the only time an additional container can be placed on the property is if there is an active building permit in place.

Cmr. Lowry wanted to clarify that the matter would not come up for review again in 90 days because it can only be applied for once annually for a maximum of 90 days.

Mr. Garces confirmed this was the case.

Mr. Lowry had a question regarding the requirement of having a fence.

Mr. Gonzalez stated that could be modified.

Cmr. Lowry motioned to approve the SUP per staff recommendations with the exclusion of the requirement of an 8 foot fence. Cmr. Martinez seconded the motion. The motion passed unanimously.
Meeting Date: **June 19, 2019**

**Agenda Item:**
Consideration and possible action to approve the renewal of a MOU between Texas A&M Engineering Extension Service (TEEX), Texas Task Force One (TX-TF1) and Fire Department member (Adrian Perales) and the Harlingen Fire Department by means of a Memorandum of Understanding.

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

**Brief Summary:**
The provisions of this MOU delineates responsibilities and procedures performed at the request of the State of Texas and at the option of the Participating Agency/Employer and the Member for Urban Search and Rescue (US&R) activities in conjunction with or in preparation of, a state or federal declaration of disaster. The scope of this MOU also includes training activities mandated by TEEX to maintain Task Force operational readiness. The period of performance for this MOU will be through October of 2023.

**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 this MOU.

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

**Comments:**

**City Attorney’s approval:**  
☐ Yes  ☐ No  ☐ N/A
Memorandum of Understanding
Between
The Texas A&M Engineering Extension Service,
The Sponsoring Agency of Texas Task Force 1,
And
The Participating Agency/Employer

This Memorandum of Understanding (MOU) is entered into this 23rd day of May, 2019 between Texas Task Force 1 (TX-TF1), a division of the Texas A&M Engineering Extension Service (TEEX), and the Participating Agency/Employer (Employer) Harlingen FD, located in Harlingen, Texas.

TEEX is the Sponsoring Agency, as that term is defined in 42 USC 5165f(a)(6), for TX-TF1, a Task Force as defined in 42 USC 5165f(a)(9), as a cooperating party under a Memorandum of Agreement dated December 8, 2008, between the Federal Emergency Management Agency (FEMA) and the State of Texas. Employer desires to provide personnel to serve in TX-TF1 as determined by TEEX. The parties therefore agree as follows:

I. PURPOSE

II. SCOPE
The provisions of this MOU apply to:
A. US&R activities performed at the request of the State and the Federal government and provided at the option of the Employer and the Member. These activities may be in conjunction with, or in preparation of, a State or federal declaration of disaster; and
B. Training activities mandated by the Department of Homeland Security (DHS)/FEMA and TEEX to maintain TX-TF1 operational readiness.

III. PERIOD OF PERFORMANCE
This MOU begins as of the date of the last signature and terminates October 31, 2023, or as described in section IX of this MOU.

IV. DEFINITIONS
For purposes of this MOU, the following definitions apply:
A. Activation: The process of TEEX mobilizing Members to deploy to a designated disaster site.
B. Alert: The process of TEEX informing Members that an event has occurred and that TX-TF1 may be activated at some point within the next 24-48 hours.
C. **Backfill:** The assignment of personnel by the Employer to meet their minimum level of staffing to replace a deployed Member.

D. **Deactivation:** The process of TEEX demobilizing Members upon notification from the State or DHS/FEMA to stand down.

E. **Member:** A rostered TX-TF1 member.

F. **Personnel Rehabilitation Period:** The period sometimes allowed by DHS/FEMA or the State for Members’ rehabilitation to normal conditions of living following activation.

G. **Reasonable Personal Costs:** Approved out-of-pocket expenses incurred by a Member in performance of his/her duties as a deployed Member.

H. **Rotational Model:** Model used to determine which of the three teams (Red, White, Blue) is first up for deployment or on standby for the month.

I. **State:** The State of Texas.

J. **Task Force Sponsored Training:** Training and/or exercises performed at the direction, control, and funding of DHS/FEMA or TX-TF1.

K. **Task Force Sanctioned Training:** Training and/or exercises performed at the direction, control, and funding of an Employer or Member in order to develop and maintain the US&R capabilities of the Member and TX-TF1. Task Force Sanctioned Training must be coordinated with TEEX/US&R staff and receive written authorization to conduct such training prior to the start of the training.

**V. RESPONSIBILITIES**

A. **TEEX shall:**
   2. Ensure that each Member meets the necessary licensing, certification, or other professional qualification requirements of his/her assigned position.
   3. Provide administrative, financial and personnel management to TX-TF1 and perform all financial requirements as set forth in this MOU.
   4. Reimburse payroll costs to the Employer for each activated Member and allowable backfill costs as stated in Section VIII. A, Reimbursement of the Employer and the TX-TF1 Standard Pay Policy, Attachment A.
   5. Provide training to Members consistent with the objectives of developing, upgrading, and maintaining individual skills, as identified in the position description requirements, necessary to maintain operational readiness.
   6. Develop, implement, and exercise a notification and call-out system for Members.
   7. Provide all personal protective equipment and uniforms required by TX-TF1.
   8. Provide tools and equipment necessary to conduct safe and effective US&R operations as listed in the current approved cache list.
   9. Maintain all tools and equipment in the US&R cache in a ready state.
10. Coordinate between DHS/FEMA, the State, the Employer, other relevant governmental and private entities, and the individual Members.

11. Maintain a primary contact list for all Members.

12. Maintain personnel files on all Members for the purposes of documenting training records, emergency notification, and other documentation as required by DHS/FEMA and the State.

13. Provide a roster of the Employer Members upon execution of this MOU and annually, in the month of July, see Attachment D.

B. The Employer shall:

1. Provide approval of its Members’ participation in TX-TF1 training, meetings, and emergency response activities when fiscally reasonable to do so. Agency Chief approval is provided by signing the Participating Agency Individual Member Letter of Endorsement, Attachment C, at the time the Member’s administrative documents are submitted.

2. Maintain a roster of all its personnel participating as Members.

3. Provide a primary point of contact to TEEX for the purpose of notification of TX-TF1 activities and other matters.

4. Pay deployed Members in accordance with Section VIII Administrative, Financial, and Personnel Management and Attachment A, the Texas Task Force 1 Standard Pay Policy.

5. Certify and submit personnel reimbursement claims and requested supporting documentation within 45 days of Deactivation of its Members(s).

C. Participation Requirements for Members. Employer shall notify TEEX TX-TF1 if Employer reasonably believes that a Member does not meet any of the following:

1. Members must be in good standing with the Employer.

2. Members must be of good moral character and may not have been convicted of any felony or any other criminal offense involving moral turpitude.

3. Members serving in a TX-TF1 position that requires the individual to hold a license, registration, certificate or other similar authorization to lawfully engage in an activity must hold such authorization, which must be current and validly issued.

4. Members must follow all TX-TF1 Standard Operating Guidelines (SOG) that are available at https://texastaskforce1.org/home.

5. Members must meet medical/fitness standards, and be physically capable of performing assigned duties required in the position description requirements for the assigned position in a wide range of environments per TX-TF1 SOG.

6. Members must complete and/or provide documentation of the required immunizations specified in the Individual Letter of Endorsement.

7. Members must maintain knowledge, skills, and abilities necessary to operate safely and effectively in the assigned position.

8. Members must advise the Employer of TX-TF1 activities that may require time off work.
9. Members must notify TEEX of any change in the notification process, i.e. address or phone number changes, and maintain current personal profile in the “Task Force Personnel Records System.”

10. Members must ensure availability for immediate call-out during the period the Member’s assigned team is first on the rotational model for call-out. Members who are not on the team that is first on the rotational model may be requested to fill the position of another team member who is not available to deploy to ensure the team is fully staffed for the mission.

11. Members must respond immediately to call-out with acceptance or refusal of current mission request and arrive within 3 hours from time of call-out to the assigned point of assembly (POA).

12. Members must maintain all equipment issued by TX-TF1 in a ready state and advise TEEX immediately of any lost, stolen or damaged items.

13. Members must be prepared to operate in the disaster environment for not less than 14 consecutive days.


VI. PROCEDURES

A. Activation

1. Upon request from DHS/FEMA for disaster assistance, and/or determination that pre-positioning TX-TF1 is prudent, TEEX shall request activation of TX-TF1 from the State.

2. Upon request or permission from the State for disaster assistance, and/or determination that pre-positioning TX-TF1 is prudent, TEEX will follow the steps in section VI.B.

3. TEEX shall communicate an Alert and/or activation notices to Members through the paging and call-out system according to the current approved mobilization plan.

B. Mobilization, Deployment and Demobilization

1. TEEX shall notify Members of activation of TX-TF1.

2. When TX-TF1 responds to such a mobilization request, the Members must arrive with all equipment and personal gear to the designated POA within 3 hours of activation notice.

3. Upon arrival at the POA, the Members will be provided initial briefings, maps, food, housing and any other items essential to the initial set-up and support of TX-TF1.

4. When TX-TF1 is activated, TEEX shall provide transportation for Members and all necessary equipment to the pre-designated point of departure (POD) for ground transportation or air transport.

5. TEEX will provide transportation from the POD to the disaster site and transportation on the return trip.

6. TEEX shall demobilize Members and equipment to the original POA upon completion of the US&R mission.
C. Management
1. TEEX maintains overall management, command and control of all TX-TF1 resources and operations.
2. Tactical deployment of TX-TF1 will be under the direction of the local Incident Commander and the Task Force Leader(s) assigned to the incident.

VII. TRAINING AND EXERCISES

A. DHS/FEMA-Sponsored Training and Exercises
   Periodically Members will be required to attend DHS/FEMA sponsored functional training. DHS/FEMA sponsored functional training will be performed at the direction, control and funding of DHS/FEMA in order to develop the technical skills of the Members.

B. Task Force Sponsored Training
   Periodically Members will be required or required to attend Task Force Sponsored Training. Task Force Sponsored Training will be performed at the direction, control and funding of TX-TF1 in order to develop the technical skills of Members.

C. Task Force Sanctioned Training
   Periodically Members will be required and/or invited to attend Task Force Sanctioned Training. Task Force Sanctioned Training may be performed at the direction, control and funding of TEEX, the Employer, or the State in order to develop and maintain the US&R capabilities of TX-TF1.

D. Non-Sponsored and/or Non-Sanctioned Training and Exercises
   Non-sponsored and/or non-sanctioned training and/or exercises may be performed at the direction, control and funding of the Employer or Member in order to develop and maintain the US&R capabilities of TX-TF1.

E. Minimum Training Requirements
   Each Member must maintain the skills and abilities identified in the position description requirements. Each Member must attend one of the scheduled Full Scale exercises or Mobility Exercises and one Regional Training Event annually. Each Member must attend a minimum of 50% of the Task Force Sponsored Training and Task Force Sanctioned Training opportunities provided for his or her assigned TX-TF1 position. Failure to attend a minimum of 50% of those training opportunities will result in dismissal from TX-TF1. Exceptions may be granted at the discretion of TEEX or the Task Force Leader.

VIII. ADMINISTRATIVE, FINANCIAL, AND PERSONNEL MANAGEMENT

A. Reimbursement of the Employer
   1. TEEX shall reimburse the Employer for each of its employees activated as a Member for payroll and associated costs during the Members' participation in State and/or federal disaster deployments. This reimbursement will be in accordance with the TX-TF1 Pay Policy and will require the Employer to submit supporting documentation to TEEX prior to reimbursement.
   2. TEEX shall reimburse the Employer for the cost of Backfilling Members while activated. This will consist of expenses generated by the replacement of a deployed Member on his/her normally scheduled duty period/day. Backfill costs incurred by the Employer will be reimbursable only to the extent that the costs are in excess of the costs that would have been incurred had the Member not been deployed. TEEX cannot pay for hours Backfilled other than those that coincide with a Member's scheduled on-duty hours. Backfill reimbursement is available only for positions that are normally Backfilled by the Employer.
3. TEEX shall reimburse the Employer for salaries and Backfill expenses of any deployed Member who would be required to return to regularly scheduled duty during the Personnel Rehabilitation Period described in the demobilization order. If the deployed Member's regularly scheduled shift begins or ends within the identified Personnel Rehabilitation Period, the Employer may give the deployed Member that time off with pay and Backfill his/her position. If Members use time from a paid leave bank during the Personnel Rehabilitation Period, or if a Member is not normally scheduled to work during the identified Personnel Rehabilitation Period, then no reimbursement will be made for that Member. TEEX will determine the Personnel Rehabilitation Period that will apply to each deployment based on the demobilization order for that deployment.

B. Other Reimbursements

1. TEEX shall reimburse Members for Reasonable Personal Costs associated with operations and maintenance of TX-TF1 during a State or federal activation. Itemized receipts are required and should not include Texas Hotel Occupancy taxes, alcohol, tips, or gratuities. All receipts must be submitted to the TEEX Business Office within 15 days of Deactivation.

2. TEEX shall reimburse Members for reasonable travel costs associated with approved training in accordance with established TX-TF1 travel policy. Itemized receipts are required and should not include Texas Hotel Occupancy taxes as they are not reimbursable. Receipts should be submitted to the TEEX Business Office within 15 days from the end of the trip.

3. TEEX shall reimburse on a replacement basis for emergency procurement of TX-TF1 materials, equipment and supplies purchased and used or consumed by Members in providing requested assistance. Advance approval by TX-TF1 leadership must be obtained and itemized receipts for such items must be submitted to TEEX. Such materials, equipment and supplies are the property of TEEX and must be returned to TEEX upon deactivation or return from training.

4. No Member or the Employer will be reimbursed for costs incurred by activations that are outside the scope of this MOU.

5. All financial commitments herein are made subject to availability of funds from the State and/or DHS/FEMA.

6. TEEX shall perform all duties of an employer in relation to a Member who is injured and eligible to receive benefits under Chapter 501 of the Texas Labor Code.

IX. CONDITIONS, AMENDMENTS, AND TERMINATION

A. This MOU may be modified or amended only with the written agreement of both parties, and all amendments will be attached to this MOU.

B. Any party, upon 30 day written notice, may terminate this MOU.

C. TEEX complies with the provisions of Executive Order 11246 of Sept. 24, 1965, as amended and with the rules, regulations, and relevant orders of the Secretary of Labor. To that end, TEEX will not discriminate against any employee or Member on the grounds of race, color, religion, sex, or national origin. In addition the use of state or federal facilities, services, and supplies will be in compliance with regulations prohibiting duplication of benefits and guaranteeing nondiscrimination. Distribution of supplies, provisions of technical assistance and other relief assistance activities shall be accomplished in an equitable and impartial manner, without discrimination on a basis prohibited by Texas or federal law or on a basis of economic status.
X. LIABILITY AND WORKERS' COMPENSATION FOR FEDERAL ACTIVATION AND DHS/FEMA SANCTIONED OR SPONSORED TRAINING
   A. TEEX intends that participation under this MOU by a Member in exercises, pre-incident staging, major disaster or emergency response activities, or training events sponsored or sanctioned by DHS/FEMA constitute appointment into federal service to the extent authorized by Sec. 327 of the Stafford Act (42 USC 5165f).
   B. Specifically, TEEX intends that a Member participating in an activity described above:
      1. Be eligible for the benefits described in Sec. 327(h) of the Stafford Act (42 USC 5165f(h)) should the Member suffer personal injury, illness, disability, or death as a result of a personal injury sustained while acting in the scope of such federal service;
      2. Be considered to be an employee of the federal government for purposes of tort claim procedure as described in Sec. 327(i) of the Stafford Act (42 USC 5165f(i));
      3. Be considered in “service in the uniformed services” for purposes of employment and reemployment rights of individuals who have performed service in the uniformed services as described in Sec. 327(j) of the Stafford Act (42 USC 5165f(j));
      4. If he or she holds valid licenses, certificates, or permits required by TX-TF1, be deemed to be performing a federal activity when rendering aid involving such skill or assistance as described in Sec. 327(k) of the Stafford Act (42 USC 5165f(k)); and
      5. Be eligible for all other benefits and protections provided under the Stafford Act or elsewhere in federal law.

XI. LIABILITY AND WORKERS' COMPENSATION FOR STATE ACTIVATION/AND TRAINING
   A. During any period in which TX-TF1 is activated by the State, or during any Task Force Sponsored Training or Task Force Sanctioned Training, Members who are not employees of The Texas A&M University System or another agency of the State will be included in the coverage provided under Chapter 501 of the Texas Labor Code in the same manner as an employee, as defined by Section 501.001. Services with TX-TF1 by an activated Member who is a state employee are considered to be in the course and scope of the employee’s regular employment with the State.

XII. LIABILITY AND WORKERS' COMPENSATION FOR NON-SPONSORED/SANCTIONED TRAINING
   A. During non-TX-TF1 training and exercises, Members who are not employees of a member of The Texas A&M University System or another agency of the State will not be included in the same workers’ compensation coverage afforded Members that are activated or attending DHS/FEMA or Task Force Sponsored Training or Task Force Sanctioned Training.

XIII. GENERAL PROVISIONS
   A. The substantive laws of the State (and not its conflicts of law principles) govern all matters arising out of or relating to this MOU and all of the transactions it contemplates.
   B. This MOU does not create a partnership or joint venture between TEEX and the Employer. Neither party may bind the other or otherwise act in any way as the representative of the other, unless otherwise expressly agreed to in a writing signed by authorized representatives of both parties before any such act or representation.
   C. Any provision of this MOU that conflicts with a law or regulation of the United States or the State is null and void to the extent of the conflict.
D. Any notices required or permitted under this MOU will be deemed given (a) three business days after it is sent by certified or registered mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by facsimile or email transmission with confirmation of transmission and receipt, if sent during the recipient's normal business hours and if not, on the next business day, or (d) on the date of delivery if delivered personally, and in each case, addressed to the intended recipient at the address below or such other address as the intended recipient may specify in writing:

a. TEEX: TEEX TX-TF1, 200 Technology Way, College Station, TX 77845-3424
b. Employer: ____________________________

E. This MOU is assignable only with the written consent of both parties.

F. Nothing in this MOU waives or relinquishes either party's right to claim any exemptions, privileges, and immunities as may be provided by law.

G. The failure of either party at any time to require performance by the other party of any provision of this MOU will in no way affect the right to require such performance at any time thereafter nor will the waiver by either party of a breach of any provision be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

H. Each provision of this MOU is severable. If any provision is rendered invalid or unenforceable by statute or regulations or declared null and void by any court of competent jurisdiction, the remaining provisions will remain in full force and effect if the essential terms of this MOU remain valid, legal, and enforceable.

I. If either party fails to fulfill its obligations under this MOU, when such failure is due to an act of God, or other circumstance beyond its reasonable control, including but not limited to fire, flood, civil commotion, riot, war, revolution, acts of foreign or domestic terrorism, or embargos, then the other party shall excuse the failure for the duration of the event and for such a time as is reasonable to enable the parties to resume performance under this MOU, provided however, that in no event will such time extend for more than 30 days.

J. This MOU along with the following attachments constitutes the entire understanding between the parties as to the matters contained in this MOU, and supersedes all other written and oral agreements between the parties as to those matters:

➢ Attachment A, TX-TF1 Standard Pay Policy
➢ Attachment B, TX-TF1 Pay Schedule by Position
➢ Attachment C, Individual Member Letter of Endorsement
➢ Attachment D, Employer's TX-TF1 Member Roster

The parties may execute agreements, but those will not alter this MOU unless expressly stated in writing.
This MOU is entered into by and between the following parties:

**TEXAS A&M ENGINEERING EXTENSION SERVICE (TEEX):**

<table>
<thead>
<tr>
<th>Authorized Signature</th>
<th>Jeff Saunders</th>
<th>Printed Name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>200 Technology Way</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td></td>
<td>College Station</td>
<td>TX, 77845-3424</td>
</tr>
<tr>
<td>(979) 458-0857</td>
<td>37167167164025</td>
<td>City</td>
<td>State, Zip</td>
</tr>
<tr>
<td>Phone Number</td>
<td></td>
<td>TX VIN</td>
<td></td>
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**EMPLOYER: Harlingen FD**

<table>
<thead>
<tr>
<th>Employer Name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
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<table>
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<th>Date</th>
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<tr>
<td>City</td>
<td></td>
<td>State, Zip</td>
</tr>
<tr>
<td>Phone Number</td>
<td>Email</td>
<td></td>
</tr>
</tbody>
</table>
Attachment A
Texas Task Force 1
Standard Pay Policy

I. Scope
The provisions of this policy apply to all TX-TF1 members and Texas A&M Engineering Extension Service (TEEX) personnel assigned to the Urban Search and Rescue program.

II. Purpose
The purpose of this document is to delineate the policy and procedures for payment and/or reimbursement of payroll expenses to include salaries/wages and associated fringe benefits incurred during all federal and state activations of a TX-TF1 member.

III. Pay Rate
A. TX-TF1 will reimburse the Employer for the participation of each of their activated TX-TF1 members at the current hourly rate or salary at the time of deployment and identified on the payroll printout provided by the Employer requesting salary reimbursement. TX-TF1 may also reimburse the Employer for the allocable portion of fringe benefits paid to or on behalf of the TX-TF1 member during the period of activation. Member work schedules, payroll policies, payroll and benefit documentation must be retained by the Employer for a period of three years following the final payment to TEEX by TDEM or DHS/FEMA in accordance with 2 CFR 200.333 – Retention Requirements for Records. TEEX will notify Employers when payment has been made.

B. As an affiliated member, TX-TF1 members not employed by an Employer will be paid at a rate identified with his/her TX-TF1 position on the TX-TF1 Pay Schedule by Position, Attachment B. The affiliated member’s 40-hour workweek will begin upon activation. The affiliated member will receive the standard base rate of pay for the first 40 hours worked within each workweek of a deployment. Hours in excess of 40 hours each week will be paid at 1½ time the member’s base rate of pay. Affiliated members are not eligible for Personnel Rehabilitation pay.

C. TEEX employees who hold positions on TX-TF1 will be paid in accordance with Section IV below. Payroll printouts and fringe benefits documentation will be included in the reimbursement process.

IV. Deployment Work Shift
A. Every day is considered a workday during the Deployment until the activation is over, and the Task Force returns to its original Point of Assembly (otherwise known as “portal to portal”). Therefore, Saturday, Sunday, holidays and other scheduled days off are also considered workdays during the period of activation.

B. All individuals are assured pay for base hours of work, mobilization and demobilization, travel, or standby at the appropriate rate of pay for each workday.

C. During the deployment period from activation through de-activation, all FLSA-exempt and non-FLSA exempt TX-TF1 members will receive the standard base rate of pay for all hours they are scheduled to be on duty during a work day. A work day is defined from midnight to midnight. Additional hours during this day not scheduled on duty will be compensated in accordance with 44 CFR 208.39 and Employer pay policies. Kelly days are considered off duty hours.

D. 44 CFR 208.39 allows Participating Agency/Employers whose members follow the Public Safety Exemption 29 U.S.C. 207(k) have the option of converting deployed members to a standard FLSA 40 hour week during the deployment period. The conversion does not apply to backfill or rehab time.

V. Ordered Standby
Compensable standby shall be limited to those times when an individual is held, by direction or orders, in a specific location, fully outfitted and ready for assignment.
TX-TF1 has adopted the following pay schedule for TX-TF1 members who are not employed by a Participation Agency/Employer:

<table>
<thead>
<tr>
<th>ASSIGNMENT</th>
<th>HOURLY RATE</th>
<th>ASSIGNMENT</th>
<th>HOURLY RATE</th>
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<tbody>
<tr>
<td><strong>LEADERS:</strong></td>
<td></td>
<td><strong>SPECIALISTS:</strong></td>
<td></td>
</tr>
<tr>
<td>Task Force Leader</td>
<td>$ 52.00</td>
<td>Boat Operator &amp; Bowman</td>
<td>$ 35.00</td>
</tr>
<tr>
<td><strong>MANAGERS:</strong></td>
<td></td>
<td>Canine Specialist</td>
<td>$ 35.00</td>
</tr>
<tr>
<td>Haz-Mat/WMD Manager</td>
<td>$ 40.00</td>
<td>Communications Specialist</td>
<td>$ 35.00</td>
</tr>
<tr>
<td>Logistics Manager</td>
<td>$ 40.00</td>
<td>Haz-Mat/WMD Specialist</td>
<td>$ 35.00</td>
</tr>
<tr>
<td>Medical Team Manager</td>
<td>$ 108.00</td>
<td>Heavy Rigging Specialist</td>
<td>$ 35.00</td>
</tr>
<tr>
<td>Plans Team Manager</td>
<td>$ 40.00</td>
<td>Helo Search &amp; Rescue Tech.</td>
<td>$ 35.00</td>
</tr>
<tr>
<td>Rescue Team Manager</td>
<td>$ 40.00</td>
<td>Logistics Specialist</td>
<td>$ 35.00</td>
</tr>
<tr>
<td>Safety Officer/Manager</td>
<td>$ 40.00</td>
<td>Medical Specialist</td>
<td>$ 35.00</td>
</tr>
<tr>
<td>Search Team Manager</td>
<td>$ 40.00</td>
<td>Rescue Specialist</td>
<td>$ 35.00</td>
</tr>
<tr>
<td>Water Manager</td>
<td>$ 40.00</td>
<td>Structural Specialist</td>
<td>$ 54.00</td>
</tr>
<tr>
<td><strong>SQUAD OFFICERS:</strong></td>
<td></td>
<td>Technical Info Specialist</td>
<td>$ 35.00</td>
</tr>
<tr>
<td>Boat Squad Officer</td>
<td>$ 37.00</td>
<td>Technical Search Specialist</td>
<td>$ 35.00</td>
</tr>
<tr>
<td>Rescue Squad Officer</td>
<td>$ 37.00</td>
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</tr>
</tbody>
</table>

*TX-TF1 Standard Pay Policy Rev 2017*
Texas Task Force 1
Urban Search and Rescue (US&R)
Participating Agency/Employer (Harlingen FD)
Individual Member Letter of Endorsement

Date: __5/23/2019____________________

To: [Harlingen FD]
From: TX-TF1 Operations Chief
Re: Participation in Texas Task Force 1

Texas Task Force 1 (TX-TF1) a State and Federal Emergency Response Task Force requests TX-TF1 membership endorsement for [Adrian Perales].

TX-TF1 functions as one of the 28 federal teams under the Federal Emergency Management Agency (FEMA)'s National Urban Search and Rescue System and as a statewide urban search and rescue team under direction of the Texas Division of Emergency Management (TDEM). TX-TF1 also coordinates the state's swiftwater rescue program and the helicopter search and rescue team which works in conjunction with Texas Military Forces.

By signing this authorization letter you are approving participation of the listed individual in TX-TF1 activations and trainings and affirm the Employer's support of the Member's participation in TX-TF1 training, meetings, and emergency response activities. Local significant emergency situations or disasters affecting your jurisdiction may take priority over TX-TF1 activations or trainings.

Following are the participation requirements for Members of TX-TF1:
Members must be in good standing with the Employer.
1. Members must be of good moral character and may not have been convicted of any felony or any other criminal offense involving moral turpitude.
2. Members serving in a TX-TF1 position that requires the individual to hold a license, registration, certificate or other similar authorization to lawfully engage in an activity must hold such authorization, which must be current and validly issued.
3. Members must follow all TX-TF1 Standard Operating Guidelines that are available at https://texastaskforce1.org.
4. Members must meet medical/fitness standards, and be physically capable of performing assigned duties required in the position description requirements for the assigned position in a wide range of environments per TX-TF1 Standard Operating Guidelines.
5. Members must maintain knowledge, skills, and abilities necessary to operate safely and effectively in the assigned position.
6. Members must advise Employer of TX-TF1 activities that may require time off work.
7. Members must notify TEEX of any change in the notification process, i.e. address or phone number changes, and maintain current personal profile in the "Task Force Personnel Records System."

8. Members must ensure availability for immediate call-out during the period the Member's assigned team is first on the rotational model for call-out. Members who are not on the team that is first on the rotational model may be requested to fill the position of another team member who is not available to deploy to ensure the team is fully staffed for the mission.

9. Members must respond immediately to call-out with acceptance or refusal of current mission request and arrive within 3 hours from time of call-out to the assigned point of assembly.

10. Members must maintain all equipment issued by TX-TF1 in a ready state and advise TEEX immediately of any lost, stolen or damaged items.

11. Members must be prepared to operate in the disaster environment for up to 14 consecutive days.

12. Members must provide documentation of the required immunizations as listed below:
   - Diphtheria/Tetanus (or Tetanus only if there is a contra-indication to Diptheria)
   - Hepatitis A
   - Hepatitis B
   - Measles/Mumps/Rubella (if born after 1957)
   - Polio

Costs and requirements associated with TX-TF1 by the Employer are addressed through your Participating Agencies/Employer Memorandum of Understanding with TX-TF1.

Membership on TX-TF1 is an honor and significant accomplishment and requires a large commitment of time and effort from both the Member and their Employer.

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**TX-TF1 Participating Agency Chief or designee (Print) | Rank/ title**

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**TX-TF1 Participating Agency Chief or designee (Signature) | Date**

I acknowledge that I have read and agree with the requirements as listed in this Letter of Endorsement.

_Adrian Perales_  
Member Name (Print)  
Rescue Specialist  
Task Force Position  

---

**TX-TF1 Member (Signature) | Date**

Reviewed by OGC September 2017