

REGULAR
CITY COMMISSION
AGENDA
October 19, 2016
@ 5:30 P.M.
TOWN HALL, CITY HALL
118 E. Tyler Street
Harlingen, Texas

Notice is hereby given that the above governmental body will hold a Regular Meeting on **Wednesday, October 19, 2016 at 5:30 P.M.** in City Hall, Town Hall, 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 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/Commissioner Tudor Uhlhorn

Pledge of Allegiance/Welcome

- 1) Proclamation – proclaiming the Month of October as "Rio Grande Valley Hispanic Genealogical Society Month." Attachment
- 2) Community – Wide Trash Off Day held Saturday, October 8, 2016, Pendleton Park Swimming Pool (Parking Lot) from 8 a.m. to 12 noon, District 1. Attachment (***Code Enforcement***)
- 3) Approval of Minutes
 - a) Regular Meeting of September 7, 2016

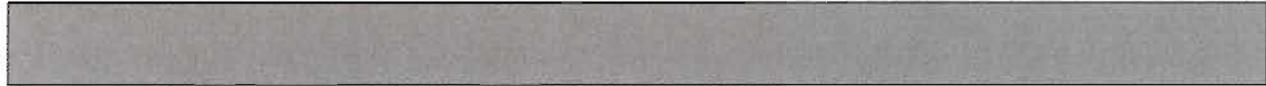
	CONSENT AGENDA	
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The following items are of a routine or administrative nature. The Council has been furnished with background material on each item and/or it has been discussed at a previous meeting. All items will be acted upon by one

vote, without being discussed separately, unless requested by a Commission member. Items withdrawn from the Consent Agenda for individual consideration in their normal sequence will be heard after the remainder of the Consent Agenda has been acted upon.

- 4a) Second and final reading to approve and adopt an ordinance amending Chapter 10, Community Development, Article II, Public Improvements Districts, Section 10-19 regarding the accountability and employment of the downtown Manager. Attachment **(City Attorney)**
- b) Consider and take action to approve a request from the Calvary Christian School requesting to close East Williamson Avenue from the stop sign at North 7th Street to the end of the Calvary School parking lot on Saturday, November 5, 2016 from 4:00 p.m. to 8:00 p.m. for their Annual Fall Festival. Attachment **(Police Dept.)**
- c) Consider and take action to approve a request from the Freedom in Christ Church requesting to close 2nd Street between Washington Avenue and Adams Avenue, Monday, October 31, 2016 from 5:00 p.m. to 10:00 p.m. for their Annual Fall Festival. Attachment **(Police Dept.)**
- d) Consider and take action to approve a request from the City of Harlingen Parks Department to close Jackson Street from Commerce to 4th Street and "A," First, Second, Third and Fourth Streets north and south of Jackson Street before the alleys, close "A" Street to Van Buren, south of Jackson Street, Monday, October 31, 2016 from 4:00 p.m. to 9:00 p.m. for the City of Harlingen Halloween Event. Attachment **(Police Dept.)**
- e) Consider and take action to approve a request from the St. Anthony Catholic Church Administration to close certain sections of roadways/streets surrounding the Church property from 10:00 a.m. to 11:00 p.m. on Saturday and Sunday, November 5 and 6, 2016 for the Annual Fall Festival. Attachment **(Police Dept.)**
- f) Consider and take action to approve the preliminary plat of the proposed Escondido Subdivision, consisting of a 21.307 acre tract of land, more or less, being the east 31.97 acres out of Block 30, Palmetal Company Subdivision; located on Grimes Rd, east of Academy Dr. Applicant: Jack Brown of Brown, Leal & Associates % Paul Daniec. Attachment **(Planning & Zoning)**
- g) Consider and take action to approve refund(s) of property taxes to George Louis, Jr. (Corelogic), Acct. No. 98-3642-0000-0080-00 in the amount of \$802.14 due to an adjustment of 100% disabled veteran's exemption for Year 2015. Attachment **(Finance)**

- h) Consider and take action to approve a request from Cameron County Elections Department to use the Cultural Arts Center located on 576 76' Drive, Harlingen, Texas 78550 as a polling place for the November 8, 2016 General Election. Attachment (**Engineering**)



- 5) Consider and take action to approve a resolution directing publication of Notice of Intent to issue City of Harlingen, Texas Combination Tax and Revenue Certificates of Obligation, Taxable Series 2016. Attachment (**City Manager**)
- 6) Consider and take action to approve an ordinance amending Chapter 26 Libraries, Arts and Cultural Affairs, Article II Lon C. Hill Memorial Library, Division 2 Public Library Board, Section 26-44 Composition, Terms of Members, Ex Officio Members, Part (b) to allow for two ex-officio members to be Harlingen area high school students. Attachment (**Library**)
- 7) Consider and take action to approve an ordinance on first reading to annex and to establish the initial zoning to Light Industry ("LI") District for a 25.970 acre tract of land, more or less, being 2.145 acres out of Block 41, and 23.825 acres out of Block 67, Palmetal Company Subdivision, located on the east side of FM 509 north of FM 106. Applicant: Whiting Investments, LLC, c/o Chris Hamby. Attachment (**Planning & Zoning**)
- 8) Public hearing to consider an ordinance on first reading to rezone from Not Designated ("N") District to Residential, Single Family ("R-1") District for 5.0 acres out of Block 1, 1.0 acre out of Block 2, 4.87 acres out of Block 3, 3.84 acres out of Block 11, and 3.36 acres out of Block 14, Stuart Place Subdivision Survey 298; and Lot 1, Block 1, Wadkins Subdivision, all properties located south of Business 83 between Altas Palmas Road and Baker Potts Road. Applicant: City of Harlingen. Attachment (**Planning & Zoning**)
 - a) Public Hearing
 - b) Consider and take action to approve an ordinance on first reading for a rezone request on the above described properties.
- 9) Consider and take action to grant a variance request with regards to the 5 ft. sidewalk required on both sides of all interior streets of a subdivision within 1,000 feet of a school, and a variance request to install the required sidewalk for the interior streets from the time of curb and gutter to the time of construction, on the proposed Adam's Crossing Phase IV & V Subdivision, bearing a legal description of 19.362 acre tract out of Block 102, Harlingen Land and Water

Company's Subdivision located on the south side of Vinson Ave. west of North 21st Street. Applicant: Jack Brown of Brown, Leal & Associates % Armando Elizarde. Attachment (**Planning & Zoning**)

- 10) Consider and take action to approve the Fire Protection Service Contract between the City of Harlingen, Texas and Cameron County Emergency Services District No.1 for FY 2016-2017 to provide fire protection services for a cost of \$208,232.40 payable in quarterly installments of \$52,058.10 and authorize the Mayor to sign the contract. Attachment (**Fire Dept.**)
- 11) Consider and take action to approve the Fire Protection Service Contract between the City of Harlingen, Texas and the City of Combes, Texas to provide fire protection services for a cost of \$83,599.40 payable in quarterly installments of \$20,899.85 and authorize the Mayor to sign the contract. Attachment (**Fire Dept.**)
- 12) Consider and take action to approve an Inter-local Agreement between the City of Harlingen and Harlingen Independent School District for the funding of maintenance, use and operation of two all-inclusive playground structures to be constructed at Victor and Pendleton Parks and authorize the City Manager to sign the agreement. Applicant: City of Harlingen. Attachment (**Parks & Recreation**)
- 13) Consider and take action to approve an Inter-local Agreement between the City of Harlingen and the Harlingen Youth Football League HC, Inc., for the use of designated fields at Victor Park and authorize the City Manager to sign the agreement. Applicant: Harlingen Youth Football League. Attachment (**Parks & Recreation**)
- 14) Consider and take action to approve the All-Inclusive Playground Design for Lon C. Hill Park and authorize the staff to contract with Park Place Recreation using the BuyBoard Cooperative Purchasing Program in lieu of bids or RFP for the purchase and installation of playground equipment and authorize the City Manager to sign the contract. Attachment (**Parks & Recreation**)
- 15) Consider and take action to approve a two (2) term consulting agreement with Terral Smith and William Yarnell with respect to legislative administrative affairs on behalf of the City of Harlingen and its affiliated agencies and organizations and authorize the Mayor to sign the agreement. Attachment (**City Manager**)
- 16) Consider and take action to authorize the City of Harlingen to enter into an Inter-Local Purchasing Agreement with Choice Partners, a Division of Harris County Department of Education (HCDE), a political subdivision (governmental entity) of

the State of Texas and authorize the City Manager to sign the agreement. Attachment (**Finance**)

- 17) Consider and take action to authorize the City of Harlingen to enter into in an Inter-Local Purchasing Agreement with National Joint Powers Alliance (NJPA), a state agency and authorize the City Manager to sign the contract. Attachment (**Finance**)
- 18) Consider and take action to adopt a resolution authorizing the City of Harlingen to participate in an Inter-Local Purchasing Agreement with the Education Service Center-Region 19 Allied States Cooperative (ASC), a state agency and authorize the City Manager to sign the contract. Attachment (**Finance**)
- 19) Board Appointments

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

- a. Airport Board (1)
- b. Animal Shelter Advisory Committee (3)
- c. Audit Committee (Terms expire annually in June)
- d. Civil Service Commission
- e. Community Development Advisory Board (3)
- f. Construction Board of Adjustments (6)
- g. Convention & Visitors Bureau (4)
- h. Development Corporation of Harlingen, Inc.
- i. Downtown Improvement District Board (2)
- j. Golf Course Advisory Board (2)
- k. Harlingen Community Improvement Board (1)
- l. Harlingen Housing Authority Board
- m. Harlingen Finance Corporation
- n. Harlingen Proud Advisory Board (5)
- o. Library Advisory Board (1)
- p. Mayor Wellness Council
- q. Museum Advisory Board (1)
- r. Parks Advisory Board (1)
- s. Planning & Zoning Advisory Board (1)
- t. Senior Citizens Advisory Board (2)
- u. Tax Increment Finance Board (1)
- v. Tennis Advisory Board (2)
- x. Utility Board of Trustees
- y. Veterans Advisory Board (6)
- z. Zoning Board of Adjustments (6)

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.

- 20) Executive/Closed Session on the following items:
- a) Attorney consultation pursuant to Section 551.071, Texas Gov't. Code to provide legal advice and counsel in connection with certain collective bargaining issues contained in the Notice of Intent to Bargain by the duly recognized majority bargaining agent for the City's law enforcement officer, the "Harlingen Police Officer and Law Enforcement Association (HPOLEA) and the Harlingen Professional Fire Fighters Association." **(City Manager)**
 - b) Pursuant to Chapter 551, Subchapter D, V.T.C.A., Texas Government Code Sections 551.071, and 551.072 regarding the purchase, exchange, lease or value of real property and to possibly seek legal advice from the City Attorney regarding this matter. **(City Manager)**
- 21) Consider and take action to authorize the City Manager to proceed as discussed in executive session related to Item No. 20(a). **(City Manager)**
- 22) Consider and take action to authorize the City Manager to proceed as discussed in executive session related to Item No. 22 (b). **(City Manager)**
- 23) Citizen Communication

I, the undersigned authority, do hereby certify that the above Notice of Meeting is a true and correct copy of said Notice and that I posted said notice on the bulletin board in the City Hall of the City of Harlingen, a place convenient and readily accessible to the general public at all times and said notice was posted on Friday, October 14th, 2016 at 4:35 p.m. at least 72 hours preceding the scheduled time of said meeting.

Dated this 14th day of October, 2016


Amanda C. Elizondo, City Secretary

Proclamation



Office of the Mayor

WHEREAS: The Rio Grande Valley Hispanic Genealogical Society started when a small group of people wanted to get together to compare and share genealogy information; and

WHEREAS: In 2008 this group became a part of the Tip O' Texas Genealogical Society of Harlingen and specialized in Hispanic research: and

WHEREAS: In 2010 the group incorporated and has evolved into an independent society whose members are enthusiastically sharing and researching their family histories; and

WHEREAS: The Rio Grande Valley Hispanic Genealogical Society, Inc. is a non-profit organization that is interested in promoting genealogy, preserving and protecting all genealogical records and acquiring resources for the genealogical community; and

WHEREAS: The Rio Grande Valley Hispanic Genealogical Society specializes in Hispanic research and offers help to all who are interested in searching for ancestors; and

WHEREAS: The Rio Grande Valley Hispanic Society hosts monthly educational programs, conducts beginning genealogy classes, sponsors seminars and conferences and provides speakers to community groups; and

WHEREAS: Individuals do not have to be of Hispanic origin to receive the society's services; and

WHEREAS: The Rio Grande Valley Hispanic Genealogical Society has completed the following projects: Transcribed the Harlingen City Cemetery, conducted cemetery tours; purchased genealogy books for the Harlingen Public Library; indexed Cameron County and Northern Mexico, funeral home records; and published two books - one of family stories and the other about the Hispanic veterans of the Rio Grande Valley; and

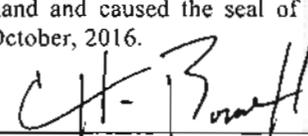
WHEREAS: The Rio Grande Valley Hispanic Society encourages Hispanics to participate and get involved in community organizations and projects; and

NOW, THEREFORE, BE IT RESOLVED, that I, Chris Boswell, Mayor of the City of Harlingen, Texas, on behalf of the City Commission, and in honor of National History Month, September, 15 - October 2016, do hereby proclaim, October as

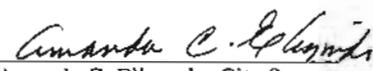
"RIO GRANDE VALLEY HISPANIC GENEALOGICAL SOCIETY MONTH"

WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Harlingen, Texas, to be affixed on this 19th day of October, 2016.




Chris Boswell, Mayor

Attest:


Amanda C. Elizondo, City Secretary

City of Harlingen

Community Wide
Trash-off Day

October 08, 2016



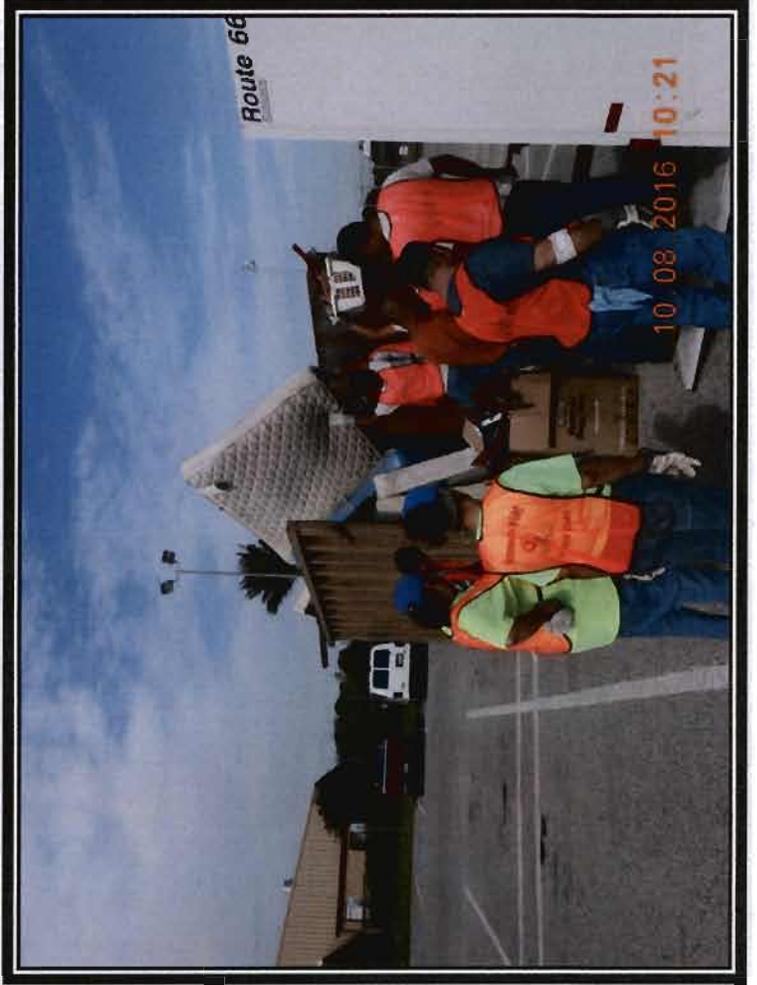
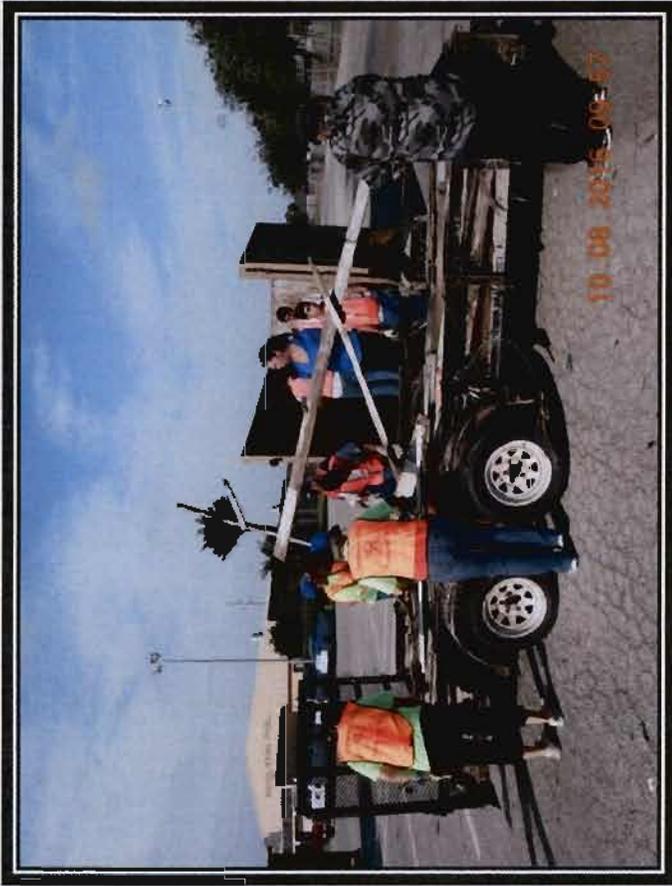
On Saturday October 08, 2016 the City of Harlingen
held a Community Wide Trash Off Day
at the Pendleton Swimming Pool parking lot from
8:00 a.m. to 12:00 noon.

Volunteers started promptly at 8 a.m. assisting
Harlingen residents in unloading trash & debris.

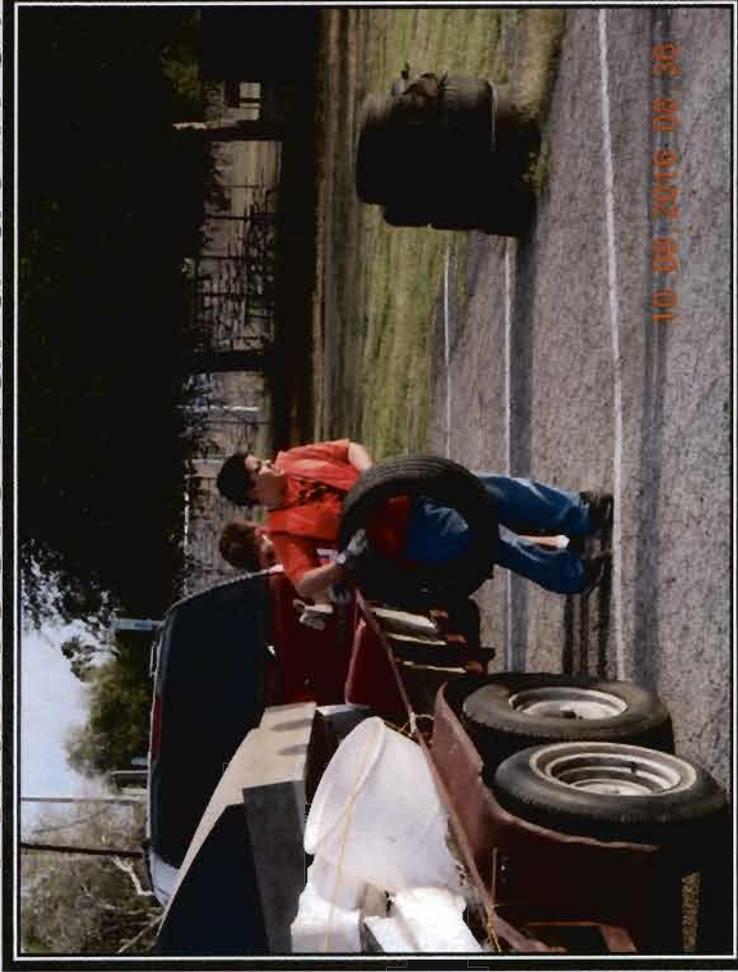
5.79 tons of debris was brought in by local citizens



Volunteers hard at work.

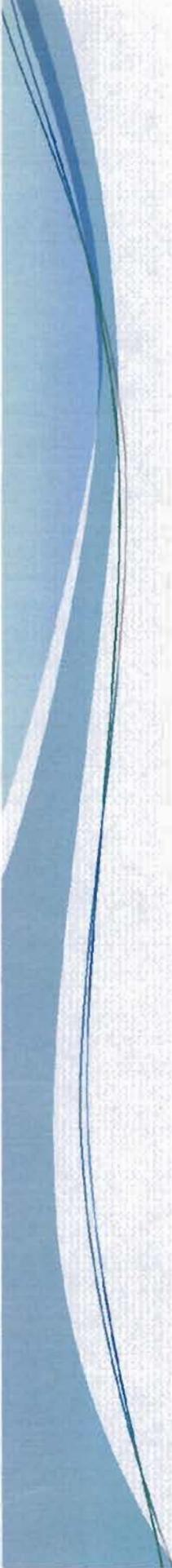


Volunteers hard at work.



A total of 67 tires were collected.





VOLUNTEERS

The great success of this event is due in large part to
the volunteers.

On behalf of the City Of Harlingen, we want to thank
**TAMAYO HOUSE, COMMISSIONER DE LA ROSA &
FAMILY, Ana Gonzalez AND THE DELUA FAMILY** for
taking your time to be of service to the community.

We look forward to our next community event.

1 Morris, Vice Regent, Dawn Johnson, Susie Davis, Ann Roberts, Susan Francis, Cindy Worley,
2 Joan Pratt, Dana Clark.

3
4 3) Neighborhood Clean-Sweep held August 13, 2016 on Hale Avenue between Bluebonnet
5 and Live Oak starting at Live Oak, Travis and Falcon Drive, District 3.

6
7 Juan Leal, Code Enforcement Manager stated a Neighborhood Clean-Sweep was held
8 August 13, 2016 on Hale Avenue between Bluebonnet and Live Oak starting from Live Oak,
9 Travis and Falcon Drive from 8:00 a.m. to 10:00 a.m. He reported .87 tons of debris and 10
10 tires were picked up by the volunteers. Mr. Leal thanked the Delua Family, Anna Gonzalez,
11 Trace Fee and all the volunteers. The next Cleanup Sweep was scheduled for September 10,
12 2016 between "H" and "M" Streets starting on W. Lincoln, W. Jackson and W. Grant Streets
13 between 8:00 a.m. to 12:00 p.m.

14
15 Mayor Boswell presented a certificate of appreciation to the Delua Family for their
16 continued participation in the Neighborhood Clean-Sweep.

17
18 4) Approval of Minutes

- 19
20 a) Jt. Special City Commission Meeting & Tax Increment Financing
21 Reinvestment Board Zone No. 1 of July 26, 2016;
22 b) Jt. Special City Commission Meeting & Tax Increment Financing
23 Reinvestment Board Zone No. 2 of July 26, 2016;
24 c) Jt. Special City Commission Meeting & Tax Increment Financing
25 Reinvestment Board Zone No. 3 of July 26, 2016;
26 d) Special City Commission Meeting of August 11, 2016; and
27 e) Special City Commission Meeting of August 12, 2016

28
29 Motion was made by Commissioner Uhlhorn and seconded by Mayor Pro-Tem Mezmar
30 to approve all of the above sets of minutes (Items 4a to 4e). Motion carried unanimously.

31
32 5a) Second and final reading to approve and adopt an ordinance to rezone from Not
33 Designated ("N") District to Residential, Single Family ("R-1") District for 4.99 acres out
34 of Block 1, 5.0 acres out of Block 4, 2.51 acres out of Block 5, the South 223 feet of Lot
35 5 and all of Lot 25, Block 26 and the North ½ of Block 27, and Blocks 28-56, Stuart
36 Place Townsite Acreage; Blocks 1-5, Egan Subdivision; 2.0 acres comprised of Part of
37 Block 6 and all of Block 15, Fitzgerald Subdivision; 2.0 acres comprised of Blocks 7 and
38 14, Fitzgerald Subdivision; Lots 1-4, Crockett Villa Subdivision; 10.09 acres out of
39 Block 4, and 2.47 acres out of Block 6, Stuart Place Subdivision Survey 42/137/297;
40 and rezone from Not Designated ("N") District to Residential, Mobile Home ("MH")
41 District for 1.0 acre out of Block 30, Stuart Place Subdivision Survey 139/297; all
42 properties generally located north of Business 83 between Beckham Road and Stuart
43 Place Road. Applicant: City of Harlingen.

44
45 b) Second and final reading to approve and adopt an ordinance to rezone from Office ("O")
46 District to General Retail ("GR") District for 6.45+ acres out of the East Part of Lot 1,
47 Block 1, Apollo Subdivision, located at 3701 W. Business 83. Applicant: Omar
48 Villasana-Cortez.

- 1
2 c) Second and final reading to approve and adopt an ordinance approving a negotiated
3 resolution between the City of Harlingen and Texas Gas Service regarding the
4 company's April 28, 2016 Cost of Service Adjustment Filing.
5
6 d) Second and final reading to approve an ordinance adopting the City of Harlingen's
7 Budget for Fiscal Year 2016-2017.
8
9 e) Second and final reading to approve an ordinance adopting the 2016 ad valorem tax rate
10 for Interest and Sinking for Fiscal Year 2016-2017.
11
12 f) Second and final reading to approve an ordinance adopting the 2016 ad valorem tax rate
13 for Maintenance and Operation for Fiscal Year 2016-2017.
14
15 g) Consider and take action to approve a request from the Immaculate Heart of Mary
16 Church to close South "C" Street between West Polk Avenue and West Tyler Avenue on
17 Friday, September 30, 2016 at 12:00 p.m. to begin setting up and Saturday, October 1,
18 2016 thru Sunday, October 2, 2016 from 6:00 p.m. to 11:00 p.m. for their Annual Fiesta
19 de Amistad.
20
21 h) Consider and take action to approve a request from Bill Reagan, Pastor and Executive
22 Director of Loaves & Fishes for the City of Harlingen to close "D" Street and "E" Street
23 between West Harrison Avenue and West Van Buren Avenue on Saturday, September
24 17, 2016 from 4:00 p.m. to 9:00 p.m.
25
26 i) Consider and take action to approve a request from the Harlingen Police Department to
27 close the following intersections: Fair Park Blvd. & "J" Street, Fair Park & "L" Street, Fair
28 Park Blvd. & Teege Street and Teege Street & "L" Street to host the National Night Out
29 Event, Tuesday, October 4, 2016 commencing at 8:00 a.m. to allow for officers, partners
30 and vendors to set-up for the event until 10:00 p.m. to facilitate safety of the attendees.
31
32 j) Consider and take action to approve a request from EXPO Committee to close Fair Park
33 Boulevard between "J" Street and "L" Street on Wednesday, September 21, 2016 from
34 1:30 p.m. to 5:30 p.m. and also on Thursday, September 22, 2016 from 7:00 a.m. to
35 2:00 p.m. for their 14th Annual Education and Career EXPO being held at the Casa de
36 Amistad.

37
38 Motion was made by Commissioner Leal and seconded by Commissioner de la Rosa to
39 approve Items 5(a) thru (j) under the consent agenda. Motion carried unanimously.
40

41 For the record, the caption of the ordinances read as follows:

42
43 ORDINANCE NO. 2016-38
44

45 AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE
46 CITY OF HARLINGEN: REZONING FROM NOT DESIGNATED ("N")
47 DISTRICT TO RESIDENTIAL, SINGLE FAMILY ("R-1") DISTRICT FOR
48 4.99 ACRES OUT OF BLOCK 1, 5.0 ACRES OUT OF BLOCK 4, 2.51
49 ACRES OUT OF BLOCK 5, THE SOUTH 223 FEET OF LOT 5 AND ALL
50 OF LOT 25, BLOCK 26 AND THE NORTH ½ OF BLOCK 27, AND

1 BLOCKS 28-56, STUART PLACE TOWNSITE ACREAGE; BLOCKS 1-5
2 EGAN SUBDIVISION; 2.0 ACRES COMPRISED OF PART OF BLOCK 6
3 AND ALL OF BLOCK 15, FITZGERALD SUBDIVISION, 2.0 ACRES
4 COMPRISED OF BLOCKS 7 AND 14, FITZGERALD SUBDIVISION;
5 LOT 1-4 CROCKETT VILLA SUBDIVISION; 10.09 ACRES OUT OF
6 BLOCK 4, AND 2.47 ACRES OUT OF BLOCK 6, STUART PLACE
7 SUBDIVISION SURVEY 42/137/297; AND REZONE FROM NOT
8 DESIGNATED ("N") DISTRICT TO RESIDENTIAL, MOBILE HOME
9 ("MH") DISTRICT FOR 1.0 ACRE OUT OF BLOCK 30, STUART PLACE
10 SUBDIVISION SURVEY 139/297; ALL PROPERTIES GENERALLY
11 LOCATED NORTH OF BUSINESS 83 BETWEEN BECKHAM ROAD
12 AND STUART PLACE ROAD; PROVIDING FOR PUBLICATION AND
13 ORDAINING OTHER MATTERS RELATED TO THE FOREGOING.

14 ORDINANCE NO. 2016-39

15
16 AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE
17 CITY OF HARLINGEN: REZONING FROM OFFICE ("O") DISTRICT TO
18 GENERAL RETAIL ("GR") DISTRICT FOR 6.45± ACRES OUT OF THE
19 EAST PART OF LOT 1, BLOCK 1, APOLLO SUBDIVISION, LOCATED
20 AT 3701 W. BUSINESS 83; PROVIDING FOR PUBLICATION AND
21 ORDAINING OTHER MATTERS RELATED TO THE FOREGOING.

22 ORDINANCE NO. 2016-40

23 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
24 HARLINGEN, TEXAS, ("CITY") APPROVING A NEGOTIATED
25 RESOLUTION BETWEEN THE CITY OF HARLINGEN AND TEXAS
26 GAS SERVICE ("TGS" OR "THE COMPANY") REGARDING THE
27 COMPANY'S APRIL 28, 2016 COST OF SERVICE ADJUSTMENT
28 ("COSA") FILING; DECLARING EXISTING RATES TO BE
29 UNREASONABLE; ADOPTING NEW TARIFFS THAT REFLECT RATE
30 ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED
31 SETTLEMENT AND FINDING THE RATES TO BE SET BY THE
32 ATTACHED TARIFFS TO BE JUST AND REASONABLE; PROVIDING
33 FOR THE RECOVERY OF THE CITY'S AND TGS' REASONABLE AND
34 NECESSARY RATE CASE EXPENSES; ADOPTING A SAVINGS
35 CLAUSE; DETERMINING THAT THIS ORDINANCE WAS PASSED IN
36 ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN
37 MEETINGS ACT; DECLARING AN EFFECTIVE DATE; REPEALING
38 ANY PRIOR ORDINANCES INCONSISTENT WITH THIS ORDINANCE
39 AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE
40 COMPANY'S AND THE CITY'S LEGAL COUNSEL.

41 PASSED AND APPROVED on first reading this the 17th day of August, 2016.
42 PASSED AND APPROVED on second and final reading this the 7th day of September, 2016.

43
44 CITY OF HARLINGEN
45 ATTEST: /s/ Chris Boswell, Mayor
46 /s/Amanda C. Elizondo, City Secretary
47

48 ORDINANCE NO. 2016-41

49
50 AN ORDINANCE ADOPTING THE REVENUE AND EXPENDITURE
51 BUDGET FOR THE CITY OF HARLINGEN, TEXAS, FOR FISCAL

1 YEAR OCT. 1, 2016 THROUGH SEPT. 30, 2017 IN THE AMOUNT OF
2 \$68,791,711 AND \$70,723,816 RESPECTIVELY; PROVIDING FOR
3 PUBLICATION OF THE CAPTION OF THIS ORDINANCE AND
4 ORDAINING OTHER MATTERS RELATED TO THE FOREGOING.

5 ORDINANCE NO. 2016-42
6

7 AN ORDINANCE FIXING THE AD VALOREM TAX RATE FOR
8 INTEREST AND SINKING PAYMENTS FOR THE CITY OF
9 HARLINGEN, TEXAS FOR THE CALENDAR YEAR 2016 AT \$0.128500
10 PER \$100.00 DOLLARS VALUATION; PROVIDING FOR PUBLICATION
11 AND ORDAINING OTHER MATTERS RELATED TO THE FOREGOING.

12 ORDINANCE NO. 2016-43
13

14 AN ORDINANCE FIXING THE AD VALOREM TAX RATE FOR
15 MAINTENANCE AND OPERATIONS FOR THE CITY OF HARLINGEN,
16 TEXAS FOR THE CALENDAR YEAR 2016 AT \$0.460327 PER \$100.00
17 DOLLARS VALUATION; PROVIDING FOR PUBLICATION AND
18 ORDAINING OTHER MATTERS RELATED TO THE FOREGOING.

19 PASSED AND APPROVED on first reading this the 30th day of August, 2016.

20 PASSED AND APPROVED on second and final reading this the 7th day of September, 2016.

21
22 CITY OF HARLINGEN

23 ATTEST:

/s/ Chris Boswell, Mayor

24 /s/Amanda C. Elizondo, City Secretary
25

- 26 6) Consider and take action to authorize the City Manager to execute a professional
27 services contract with Sales Tax Assurance LLC for sales tax compliance review and
28 recovery services.
29

30 Sergio Villasana, Assistant Finance Director, stated the contract would allow the
31 contractor to conduct review and recovery services to assist the City with the detection,
32 documentation and correction of errors and omissions related to sales tax collections. Staff
33 reviewed three (3) proposals from different contractors and based on cost and service
34 performance, staff was recommending Sales Tax Assurance, LLC. The annual fee was \$6,000,
35 a 30% commission fee for recovered taxes, and a 30% commission fee for 24 months for future
36 taxes and increased taxes. The City will receive credit toward retainer for any commission due.
37 These services would be good audit practice to review sales taxes. He attended a government
38 finance officers training and they had a great presentation on sales tax/audits and provided
39 confidential information on how the economy is doing based on sales taxes. Other municipalities
40 have these services and other companies for years. Mr. Richard Fletcher with Sales Tax
41 Assurance, LLC was present for any questions.
42

43 Mr. Fletcher with Sales Tax Assurance, LLC stated they are working with the City of
44 Palm View and the City of San Antonio, Texas. They have fifty-five (55) clients across Texas.
45

46 Discussion was held regarding the services provided by Sales Tax Assurance, LLC and
47 Mr. Fletcher explained that their review was done in various ways such as the physical location
48 of the business in relation to jurisdiction; a retail store should be paying sales tax and 20% to

1 30% sales tax revenues may come from outside the boundaries of the City's jurisdiction such as
2 Amazon.com. He explained the credit that the City would receive and how the commission rate
3 worked.
4

5 Motion was made by Commissioner Uribe and seconded by Commissioner Uhlhorn to
6 authorize the City Manager to sign a professional services contract with Sales Tax Assurance,
7 LLC for sales tax compliance review and recovery services. Motion carried unanimously.
8

9 7) Consider and take action to approve an ordinance on first reading to amend the City of
10 Harlingen's Budget for Fiscal Year 2015-2016.
11

12 Mr. Villasana stated highlighted budget amendment for FY 2015/2016 regarding the
13 allocation of grant funding. This funding was not included in the current budget. The project
14 balances from Fiscal Year 2014-2015 were not spent at the end of the year. Exhibit "A" of the
15 ordinance reflected an increase in revenues, expenditures, and estimated fund balances in the
16 following funds after the amendment.
17

18 General Fund - Revenues - \$26,788
19 Expenditures - \$31,871
20 Convention & Visitors Bureau - Expenditures - \$51,333
21 Grants - Revenues - \$44,682
22 Expenditures - \$44,682
23 TIF No. 3 - Expenditures - \$70,000.
24

25 Richard Bilbie, City Attorney read the caption of the ordinance.
26

27 Motion was made by Commissioner Leal and seconded by Commissioner Uribe to
28 approve the ordinance on first reading amending the City of Harlingen's Budget for Fiscal Year
29 2015-2016. Motion carried unanimously.
30

31 8) Consider and take action to approve a resolution adopting the Harlingen Downtown
32 Improvement District 2016-2017 Fiscal Year Budget.
33

34 Mr. Villasana stated the projected revenues for the Harlingen Downtown Improvement
35 District are \$61,000. Projected expenditures are \$250,550 for FY 2016-2017. The difference in
36 funding would come from the fund balance.
37

38 Motion was made by Mayor Pro-Tem Mezmar and seconded by Commissioner De La
39 Rosa to approve a resolution adopting the Harlingen Downtown Improvement District 2016-
40 2017 Fiscal Year Budget. Motion carried unanimously.
41

42 Dan Serna, City Manager introduced Mr. Ed Meza, Harlingen Downtown Improvement
43 District Director.
44

45 Mr. Meza briefly highlighted his qualifications and work experience and stated he was
46 happy to be employed by the City of Harlingen.
47

- 1 9) Consider and take action to approve a Waiver of Retroactivity with the Texas Parks and
2 Wildlife Department for the 24.1 acres of land donated by Mrs. Maxine Elkins and
3 authorize the City Manager to sign the Waiver.
4

5 Javier Mendez, Director of Parks and Recreation stated the benefit of obtaining a Waiver
6 of Retroactivity is to preserve the future value of this property in the event the City applies for
7 grants with the Texas Parks and Wildlife Department. He recommended approval of the waiver.
8

9 Motion was made by Commissioner De La Rosa and seconded by Commissioner Leal to
10 approve a Waiver of Retroactivity with the Texas Parks and Wildlife Department for the 24.1
11 acres of land donated by Mrs. Maxine Elkins and authorize the City Manager to sign the waiver,
12 subject to correcting the name and title from Javier Mendez, Parks & Recreation Director to Dan
13 Serna, City Manager. Motion carried unanimously.
14

- 15 10) Consider and take action to approve an ordinance on first reading amending Ordinance
16 No. 16-29 to clarify that a fee for processing a payment by debit card may be charged
17 when the debit card is used as a credit card.
18

19 Mr. Richard Bilbie stated in June, 2016 the City passed an ordinance allowing for the
20 collection of a processing fee when a payment was made to the City by credit card. Prior to the
21 second reading of the ordinance, debit card was added to the ordinance. The statute, Chapter
22 132 of the Local Government Code, allows a municipality to charge the fee only when a credit
23 card is used. Since debit cards can, in some cases, be used as both a debit/credit card, this
24 amendment makes it clearer that the fee can only be charged when a debit card is used as a
25 credit card. He read the caption of the ordinance.
26

27 Motion was made by Commissioner Leal and seconded by Commissioner Uribe to
28 approve an ordinance on first reading amending Ordinance No. 2016-29 to clarify that a fee for
29 processing a payment by debit card may be charged when the debit card is used as a credit
30 card. Motion carried unanimously.
31

- 32 11) Consider and take action to approve the Keep Harlingen Beautiful Adopted Budget for
33 Fiscal Year 2016-2017. Presentation by Jerry Wayne Lowry.
34

35 Mr. Wayne Lowry, Board Chairman for Keep Harlingen Beautiful highlighted the
36 proposed budget for Fiscal Year 2016-2017. The board has been in existence since 1990.
37 Their funding is derived from the recycling center and sponsorships. They anticipate \$90,040 in
38 revenues and \$90,040 in expenditures for FY 2016-2017.
39

40 Mr. Lowry stated most of the materials are higher selling material, except the cardboard
41 has decreased.
42

43 Mr. Dan Serna stated the market fluctuates month to month. Cardboard and whitepaper
44 were the best sellers.
45

46 Mayor Boswell expressed his appreciation to Mr. Lowry and board members for a well
47 run organization, for their contributions to the City's beautification and thanked them for their
48 services.
49

1 Motion was made by Commissioner Leal and seconded by Commissioner Uribe to
2 approve the Keep Harlingen Beautiful Budget for Fiscal Year 2016-2017. Motion carried
3 unanimously.
4

5 12) Consider and take action to approve a resolution accepting Valley International Airport's
6 Adopted Budget for Fiscal Year 2016-2017.
7

8 Marv Esterly, Director of Aviation stated according to the Harlingen City Charter, Article
9 4, Section 1-A, the Airport Board was required to submit their budget for City Commission
10 Approval. He highlighted the budget resolution and stated the Projected Revenues were
11 \$6,043,500.00; Operating Expenses - \$6,194,000.00; Capital Budget \$4,012,000.00; FAA-AIP
12 Anticipated Funds - \$2,340,000; PFC Collections - \$1,460,000; Airport Local Share of \$212,000.
13

14 Mr. Esterly stated some things in the budget have affected the airport, both positive and
15 negative. As the budget was put together, the numbers were not in place for payments. This
16 was a good summer which would help them because they budget a loss at this point.
17

18 Motion was made by Commissioner Uribe and seconded by Mayor Pro-Tem Mezmar to
19 approve the resolution accepting the Valley International Airport Budget for Fiscal Year 2016-
20 2017. Motion carried unanimously.
21

22 13) Consider and take action to approve a resolution accepting Harlingen Waterworks
23 System's Budget for Fiscal Year 2016-2017.
24

25 Darrell Gunn, P.E. General Manager with Waterworks System (HWWS) highlighted their
26 proposed budget. He stated the ending balance on the working Capital Schedule/Cap will
27 improve the balance sheet by approximately \$1,000,000. There is a \$1,000,000 loss in the
28 GAAP Basis due to liabilities. The auditors were fine on the spending of bond funds and on side
29 of the cash. Their proposed budget for Fiscal Year 2016-2017 is identical as last year with a
30 small increase in personnel services. The employees would receive \$100.00 a month to provide
31 for a slight increase.
32

33 Commissioner Uhlhorn complimented HWWS for doing a great job, using their own
34 employees to do the renovation improvements at the sewer plant. He asked if they were still
35 assisting the City of San Benito with water services.
36

37 Mr. Gunn responded there will be some hydraulic testing by the end of October or
38 November. There is a transition period on transferring all the flow to the new plant. The City of
39 San Benito is being assisted with water services. An interconnection was done, but only for
40 emergency basis.
41

42 Mayor Boswell expressed his appreciation to HWWS for providing their services to the
43 City of San Benito.
44

45 Motion was made by Commissioner Uribe and seconded by Commissioner de la Rosa to
46 approve the resolution accepting Harlingen Waterworks System Budget for Fiscal Year 2016-
47 2017. Motion carried unanimously.
48

1 14) Consider and take action to approve the list of streets for the Street Overlay Program for
2 fiscal year 2016-2017.
3

4 Javier M. Zamora P.E. City Engineer stated on a yearly basis the City of Harlingen
5 selects streets for repairs and overlay. Those existing streets are repaired by applying asphalt
6 consisting of 1.5 to 2.0 inches of asphalt and any surface repairs or failures. Streets with more
7 severe failures would be reconstructed with a base material or overlaid. He highlighted the
8 following proposed streets for improvements: Dixieland Rd. - Lincoln Avenue to Garrett Rd.;
9 Bothwell Rd. - Tucker Rd. to Dixieland Rd.; Drury Lane - Tamm Lane to Altas Palmas; Garrett
10 Rd - Tucker Rd. to Dixieland Rd.; Queen Sago (Alternate) - Beckham Rd. to Stuart Place Rd. for
11 a grand total of \$1,180,325.62. He recommended approval of the selected street to be overlaid
12 and if needed for reconstruction. The total miles of street improvement would be about 2.19
13 miles or 6.09 lane miles. This amount of repairs total approximately 0.84% of the total City
14 streets. The funding would be derived from the 2015-2017 Budget.
15

16 Mr. Serna recommended removing Queen Sago street from the alternate list and include
17 it in the in the Street Overlay Program.
18

19 Motion was made by Commissioner Leal and seconded by Commissioner de la Rosa to
20 approve the list of streets for the Street Overlay Program for Fiscal Year 2016-2017 and
21 remove Queen Sago off the (Alternate) list and included it in bids with the other streets. Motion
22 carried unanimously.
23

24 15) Consider and take action to approve the site layout and floor plan for the new
25 Convention Center project.
26

27 Carlos Sanchez, Asst. City Manager, gave a power point presentation of the proposed
28 site plan for the convention center complex property and the interior floor plan for the convention
29 center facility. The site plan consisted of three parcels. One was an (8) eight acre parcel for the
30 convention center facility, 2.30 acre parcel for the Hilton Garden Hotel along with a restaurant.
31 Staff has been working with the developer and architect of record, Mr. Geoffrey Butler to
32 produce a site plan that provides efficient traffic circulation, landscaping and ample parking
33 spaces. The additional features include a boulevard for a south entry, the center island for
34 landscaping and fountain. Parking will consist of 623 parking spaces, code requires 430 and
35 will need facilities access, shared access agreement on all 3 parcels to facilitate access to the
36 convention center and share parking areas as needed.
37

38 Mr. Serna stated the contracts for the convention center and hotel will be negotiated
39 through the development process with the developer. Staff was proposing to utilize all the
40 entries through the entire tract and share parking spaces and proceed with the purchase of the
41 (8) tract. Staff was proposing an outdoor area pavilion and highlighted a preliminary design of
42 the pavilion area.
43

44 Mr. Sanchez presented a layout of the proposed convention center and stated the
45 square footage of the convention center totaled to 43,888. The square footage of the ballroom
46 totaled to 17,100 and the square footage for the open area would 190 x 90 feet wide. The ball
47 room could be partition with dividers and the maximum capacity is 1,503.
48

1 Mr. Serna stated the original design had the restrooms on the east wall of the structure.
2 In speaking with the developer and architect they decided to move the restrooms to the back
3 wall and create a glass door front for the building to provide for a better design and a natural
4 light. The patio would be on the side, a fountain could be added and create an outdoor venue.
5 The proposed pavilion will not affect the parking spaces. It would be located on the east side of
6 the building with a secondary entry and landscaping. Staff is working on the design and in the
7 near future staff would present to the City Commission some renderings, elevations, and
8 exterior finishes.

9
10 Commissioner Uhlhorn suggested an outdoor entertainment area for press conferences,
11 weddings, receptions, etc.

12
13 Motion was made by Commissioner Uribe and seconded by Commissioner Leal to
14 approve the site layout and floor plan for the new Convention Center Project. Motion carried
15 unanimously.

16
17 16) Board Appointments

18
19 Mayor Boswell

20
21 Frank Quinones - Animal Shelter Advisory Committee (Re-appointed)
22 Michael Lamon - Audit Committee (Re-appointed)
23 Vanessa Serna - Harlingen Housing Authority Board (Re-appointed)
24 Julio Cavazos - Harlingen Housing Authority Board (Re-appointed)
25 Maria Borjas - Harlingen Housing Authority Board (Re-appointed)
26 Nicolas Consiglio - Harlingen Proud Advisory Board (Re-appointed)

27
28 Commissioner de la Rosa

29
30 Michael Garza - Utility Board of Trustees (Re-appointed)

31
32 Commissioner Leal

33
34 David Day - Construction Board of Adjustments (appointed)
35 Elva A. Munoz - Library Advisory Board (appointed)

36
37 Motion was made by Commissioner Leal and seconded by Commissioner Uribe to
38 approve the new appointments and reappointments of the above mentioned individuals. Motion
39 carried unanimously.

40
41 17) Executive Session - Attorney consultation pursuant to Section 551.071, Texas Gov't.
42 Code to provide legal advice and counsel in connection with certain collective bargaining
43 issues contained in the Notice of Intent to Bargain by the duly recognized majority
44 bargaining agent for the City's law enforcement officer, the Harlingen Police Officer and
45 Law Enforcement Association (HPOLEA) and the Harlingen Professional Fire Fighters
46 Association.

47
48 This item was not discussed.
49

1 18) Citizen Communication

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22

Mr. Bill Reagan announced that Loaves and Fishes of the Rio Grande Valley would be celebrating twenty-five (25) years of offering help and hope to the Harlingen Community, Saturday, September 17, 2016 at Gutierrez Park. He extended an invitation to the Mayor and City Commissioners. Mr. Reagan stated there will be food, music and will be honoring and thanking The Assumption Catholic Church and The Harlingen Medical Center for their support and recognition of two individuals. Mr. Reagan thanked the Mayor and the City Commissioners for their support and congratulated City Staff for being so helpful.

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

CITY OF HARLINGEN

Chris Boswell, Mayor

ATTEST:

Amanda C. Elizondo, City Secretary

4a)

ORDINANCE NO. 16 - _____

AN ORDINANCE AMENDING THE CITY OF HARLINGEN CODE OF ORDINANCES, AS AMENDED, CHAPTER 10 COMMUNITY DEVELOPMENT, ARTICLE II PUBLIC IMPROVEMENT DISTRICTS, SECTION 10-19 PUBLIC IMPROVEMENT DISTRICT BOARD OF DIRECTORS, PART (g) MANAGEMENT (1) BY MAKING THE DOWNTOWN MANAGER ACCOUNTABLE TO THE CITY MANAGER ONLY, AND (3) BY MAKING THE APPOINTMENT OF THE DOWNTOWN MANAGER THE RESPOSIBILITY OF THE CITY MANAGER ONLY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND ORDAINING OTHER MATTERS PERTAINING TO THE FOREGOING.

BE IT ORDAINED BY THE CITY OF HARLINGEN:

SECTION I: That Chapter 10, Article II, Section 10-19(g)(1) of the Code of Ordinances of the City of Harlingen is hereby repealed and replaced by the following language:

“SECTION 10-19(g)(1) The Harlingen Downtown Improvement District is a department of the city with the downtown manager accountable to the city manager.”

SECTION II: That Chapter 10, Article II, Section 10-19(g)(3) of the Code of Ordinances of the City of Harlingen is hereby repealed and replaced by the following language:

“SECTION 10-19(g)(3) The downtown manager is an at-will city employee who shall be employed, suspended, and dismissed by the city manager pursuant to the procedures set out in the City of Harlingen personnel policies.”

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

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

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

FINALLY ENACTED this _____ day of _____, 2016, at a regular meeting of the Elective Commission of the City of Harlingen, Cameron County, Texas, at which a quorum was present and which was held in accordance with TEXAS GOVERNMENT CODE, TITLE 5, SUBTITLE A, CHAPTER 551.

CITY OF HARLINGEN

BY: _____
Chris Boswell, Mayor

ATTEST:

Amanda C. Elizondo, City Secretary
City of Harlingen

46)

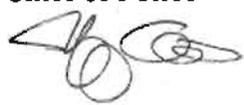
**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 19, 2016**

Agenda Item:

Consider and take action to approve a request from the Calvary Christian School requesting to close East Williamson Avenue from the stop sign at North 7th Street to the end of the Calvary School parking lot on Saturday, November 5, 2016 from 4:00 p.m. to 8:00 p.m. for their Annual Fall Festival.

Prepared By (Print Name): Jeffrey A. Adickes
Title: Chief of Police

Signature: 

Brief Summary:

Kandice Duke, Calvary PTFA President, is requesting to close East Williamson Avenue from the stop sign at North 7th Street to the end of the Calvary School parking lot on Saturday, November 5, 2016 from 4:00 p.m. to 8:00 p.m. for their Annual Fall Festival. The street closure will help to ensure the safety of the visitors attending this event.

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

Funding (if applicable):

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



TO: Chief of Police

DATE: 09/26/2016

FROM: Jose G Gonzalez # 3597

REF: Street Closure for Calvary Christian School's 34th Fall Festival

A street closure request was entered by **Calvary Christian School** located at 1815 N. 7th St to close down Williamson Ave. in-between 7th St. and to the end of the Schools Parking Lot. The church will be holding their 34th Annual Fall Festival on Saturday, November 05, 2016 from 4:00pm-8:00pm and would like the street closed for the safety of the public in attendance.

I am recommending the street closure be granted and barricades be provided on the day specified by the request. The flow of traffic will not be affected in this area. A copy of the request and map will be turned in with the IDC.

Respectfully,

Officer Jose G Gonzalez # 3597

	SIGNATURE	DATE
OFFICER / EMPLOYEE	<i>[Signature]</i> 3597	9-26-16
SERGEANT / SUPERVISOR	<i>[Signature]</i> 2743	9/27/16
COMMANDER / MANAGER	<i>[Signature]</i>	9-28-16
DEPUTY CHIEF	<i>[Signature]</i>	9-28-16
ASSISTANT CHIEF	<i>[Signature]</i>	9-28-16
CHIEF OF POLICE	<i>[Signature]</i>	

Calvary Christian School's 34th ANNUAL Fall Festival

September 21, 2016

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

ATTN: Frances Pena
RE: Partial Road Closure

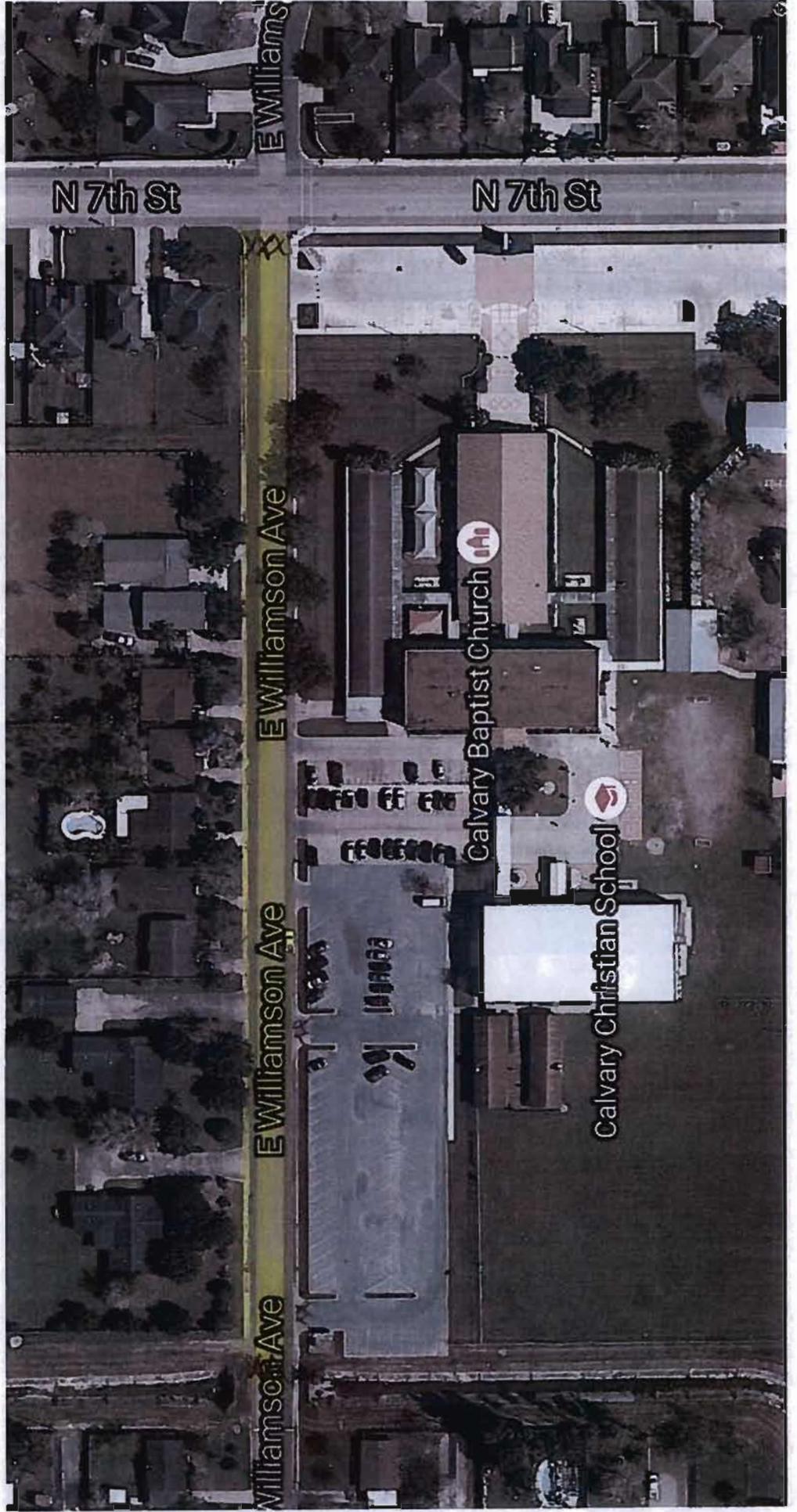
Calvary Christian School will be hosting its annual Fall Festival event on Saturday, November 5, 2016 from 4–8 PM on the Calvary Campus at 1815 N. 7th Street in Harlingen.

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

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

Respectfully submitted,
Kandice Duke
Calvary PTFA President
(956)244-4914 cell
kandice.duke@yahoo.com





Pena, Frances

From: Rodriguez, Cirillo
Sent: Thursday, October 06, 2016 11:03 AM
To: Pena, Frances
Subject: Re: STREET CLOSURE REQUEST - CHRISTIAN CALVARY SCHOOL'S FALL FESTIVAL

Gods morning Frances, Sorry for the delay. I have been out all week . I reviews the request and approve of the street closure.

Sent from my iPhone

On Sep 28, 2016, at 9:47 AM, "Pena, Frances" <francespena2@harlingenpolice.com> wrote:

Good Morning Asst. Fire Chief Rodriguez:

I would ask if you could please review the attached street closure request and provide your recommendation by no later than Wednesday, October 5, 2016.

Thank you !

Frances Peña
Administrative Assistant
Office of Police Chief Jeffrey A. Adickes
HARLINGEN POLICE DEPT.
1018 Fair Park Blvd.
Harlingen, TX 78550
(956) 216-5403 office
(956) 216-5407 fax
francespena2@harlingenpolice.com

<STREET CLOSURE REQUEST - CHRISTIAN CALVARY SCHOOL'S FALL FESTIVAL.pdf>

4c)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 19, 2016**

Agenda Item:

Consider and take action to approve a request from the Freedom in Christ Church requesting to close 2nd Street in between Washington Avenue and Adams Avenue on Monday, October 31, 2016 from 5:00 p.m. to 10:00 p.m. for their Annual Fall Festival.

Prepared By (Print Name): Jeffrey A. Adickes
Title: Chief of Police

Signature:



Brief Summary:

Frank Rodriguez, Pastor for Freedom in Christ Church, is requesting to close 2nd Street in between Washington Avenue and Adams Avenue on Monday, October 31, 2016 from 5:00 p.m. to 10:00 p.m. for their Annual Fall Festival. The street closure will help to ensure the safety of the visitors attending this event.

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

Funding (if applicable):

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

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

Finance Director's approval: Yes No N/A

Staff Recommendation:

Staff recommends approval.

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

City Manager's approval: Yes No N/A

Comments:

City Attorney's approval: Yes No N/A



TO: Chief of Police

DATE: 09/29/2016

FROM: Jose G Gonzalez # 3597

REF: Street Closure for Freedom in Christ Church

A street closure request was submitted by **Freedom in Christ Church** located at 202 E. Washington Ave. for their **Annual Fall Festival** set for Monday October 31, 2016 from 5:00pm - 10:00pm. They are requesting for the closure of **2nd St.** in between **Washington Ave.** and **Adams Ave.** for the safety of the public in attendance. The flow of traffic will not be affected in this area. The residents that would be affected reside at the Lake View apartment complex who have a secondary entrance on the Adams Ave side.

I am recommending for the street closure be granted and the barricades be provided by the Streets Department on the date specified on the request. The street closure request, map and signature sheet will be turned in along with the IDC.

Respectfully,

Officer Jose G Gonzalez # 3597

RECOMMEND APPROVAL
CDR. CANO

	SIGNATURE	DATE
OFFICER / EMPLOYEE	<i>[Signature]</i>	9/29/16
SERGEANT / SUPERVISOR	<i>[Signature]</i>	9/30/16
COMMANDER / MANAGER	<i>[Signature]</i>	9-30-16
DEPUTY CHIEF	<i>[Signature]</i>	9-30-16
ASSISTANT CHIEF	<i>[Signature]</i>	9-30-16
CHIEF OF POLICE	<i>[Signature]</i>	

FREEDOM IN CHRIST CHURCH

September 23, 2016

Dear Police Chief Jeffry Adickes,

My name is Pastor Frank Rodriguez of Freedom in Christ Church located at 202 E. Washington Ave. Harlingen, Texas. We also have a Christian recovery home at this same location. We have a heart for this city of Harlingen, Texas - to reach the lost for Jesus Christ. We were formerly known as Victory Outreach. For the past three years we have had an outreach called Harvest Fest on Halloween night in our neighborhood located on N. 2nd St. between Washington Ave. and Adams Ave. This is a safe haven of sorts offering the public, children and youth an alternative to trick or treating on the streets. This event will be held on October 31, 2016 starting at approximately 5pm to 10pm. We will be giving free food, drinks, candy and prizes. Along with that, we will also be having some musical guests. One is a Christian rapper and the other a Christian rap group. The whole event is completely non-profit, offered by our ministry Freedom in Christ Church and we will be completely accountable for this event. We are requesting permission to close off our block between E. Washington And E. Adams Ave. and N. 2nd St. for the duration of our Harvest Fest. Thank you and God bless.

Sincerely,



Pastor Frank Rodriguez
Freedom In Christ Church
202 E. Washington Ave.
Harlingen, Texas 78550
(956) 226-2253

RECEIVED
9/23/16
3:11 PM
SAT Alvar

MAP

BOOKS
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N
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THINGS
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Stripes

E. Washington Ave.

E. Washington Ave

Freedom
IN
CHRIST
Church

N. 1st St

(Unnamed St.)
ALLEY

N. 2nd St.

(Unnamed St.)
ALLEY

STREET CLOSURE

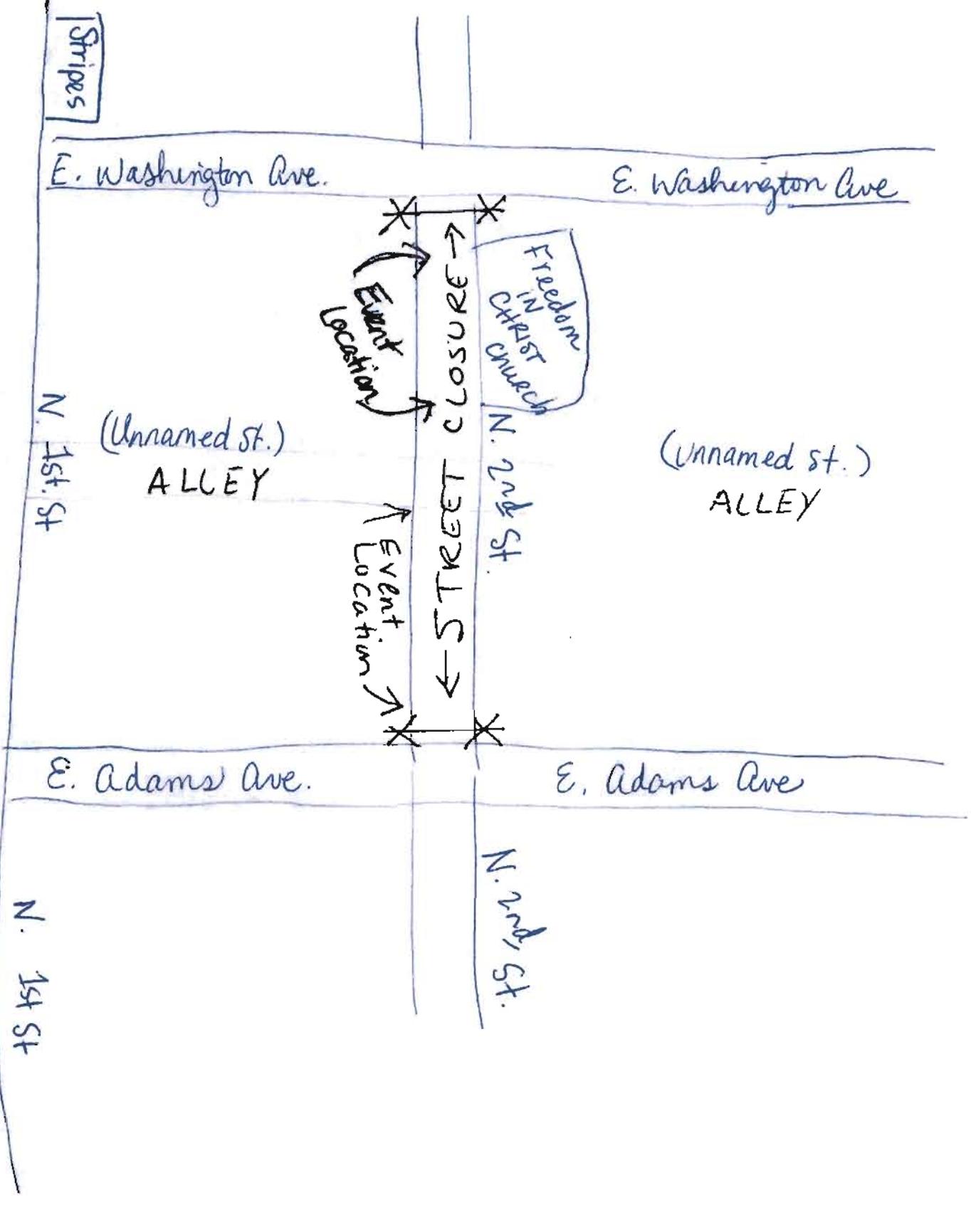
Event Location

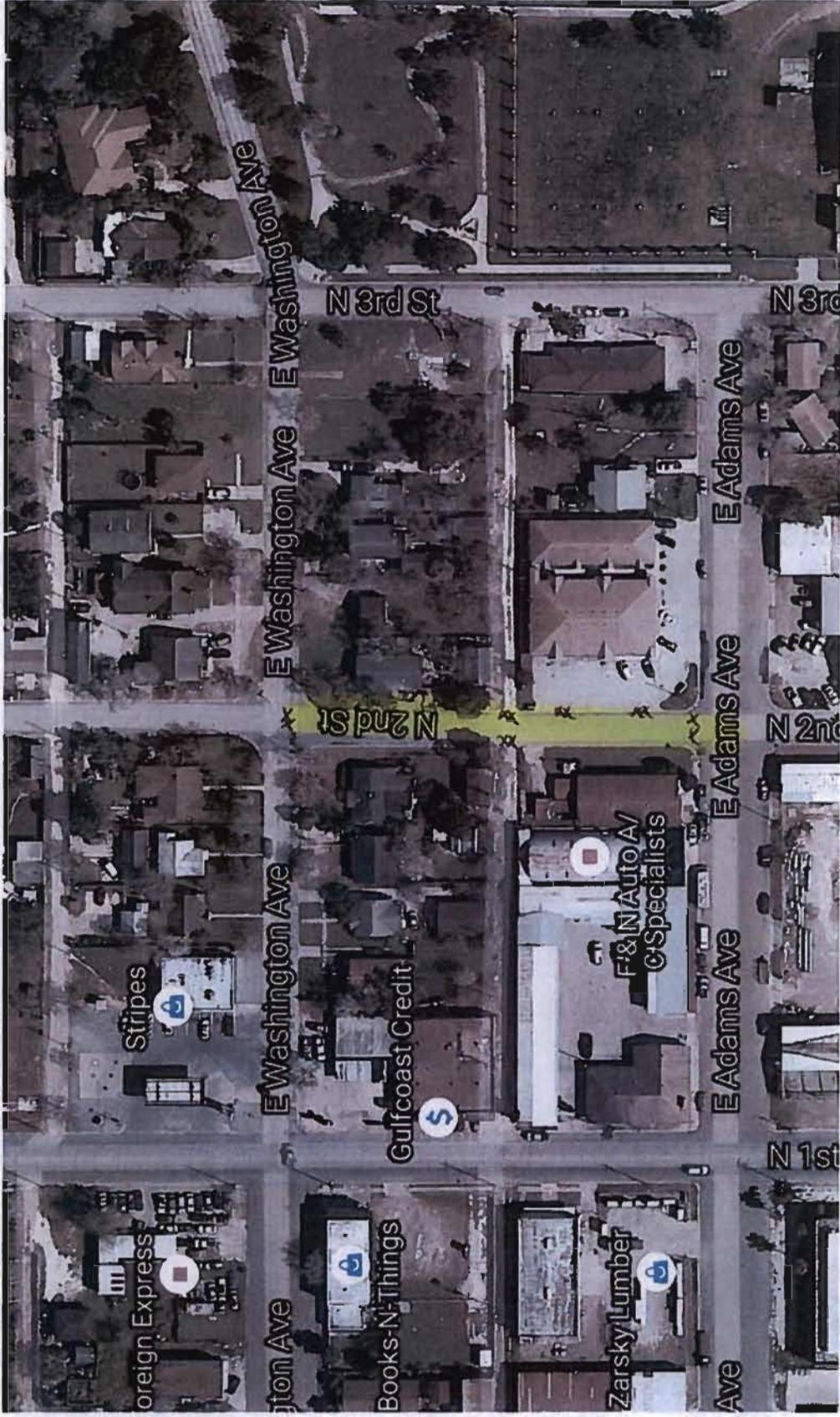
E. Adams Ave.

E. Adams Ave

N. 1st St

N. 2nd St.





FREEDOM IN CHRIST CHURCH

Are you addicted to drugs or alcohol?

We can HELP

Freedom
LIFE
CENTER

(956)226-2253

The thief comes only to steal and kill and destroy; I have come that they may have LIFE, and have it in Abundance.

John 10:10

202 E. Washington Ave. Harlingen Tx.

call us @ Freedom Life Center (956)226-2253

Pena, Frances

From: Rodriguez, Cirillo
Sent: Thursday, October 06, 2016 11:05 AM
To: Pena, Frances
Subject: Re: STREET CLOSURE REQUEST - FREEDOM IN CHRIST CHURCH

Hello again, I have reviewed the request for street closure and approve of this request.

Sent from my iPhone

On Oct 4, 2016, at 3:40 PM, "Pena, Frances" <francespena2@harlingenpolice.com> wrote:

Good Afternoon Asst. Fire Chief Rodriguez:

I would ask if you could please review the attached street closure request and provide your recommendation by no later than Thursday, October 6, 2016.

Thank you !

Frances Peña
Administrative Assistant
Office of Police Chief Jeffry A. Adickes
HARLINGEN POLICE DEPT.
1018 Fair Park Blvd.
Harlingen, TX 78550
(956) 216-5403 office
(956) 216-5407 fax
francespena2@harlingenpolice.com

<FREEDOM IN CHRIST CHURCH.pdf>

4d

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 19, 2016**

Agenda Item:

Consider and take action to approve a request from the City of Harlingen Parks Department requesting to close Jackson Street from Commerce Street to 4th Street. Streets "A," First, Second, Third and Fourth will be closed North and South of Jackson Street just before their alleys. "A" Street will be closed up to Van Buren, South of Jackson Street on Monday, October 31, 2016 from 4:00 p.m. to 9:00 p.m. for the City's Halloween on Jackson Street event.

Prepared By (Print Name): Jeffrey A. Adickes
Title: Chief of Police

Signature: 

Brief Summary:

Javier Mendez, Director of the City of Harlingen Parks Department is requesting to close Jackson Street from Commerce Street to 4th Street. Streets "A," First, Second, Third and Fourth will be closed North and South of Jackson Street just before their alleys. "A" Street will be closed up to Van Buren, South of Jackson Street on Monday, October 31, 2016 from 4:00 p.m. to 9:00 p.m. for the City's Halloween on Jackson Street event. The streets closures will help to ensure the safety of the visitors attending this event.

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

Funding (if applicable):

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



TO: Chief of Police

DATE: 10/11/2016

FROM: Sgt. Alfredo Alvear #2743

REF: Street Closure - Halloween on Jackson Street

Mr. Javier Mendez, Director of the City of Harlingen Parks Department, is requesting to close Jackson Street for this year's "Halloween on Jackson Street" Event, which is taking place on Monday, October 31st, 2016 from 6PM-9PM (Street will need to be closed at 4PM). He is expecting several hundred people in attendance.

The event is being held to promote a safe Halloween event for families. There will be activities set up in the streets for this event, including rides and food trucks.

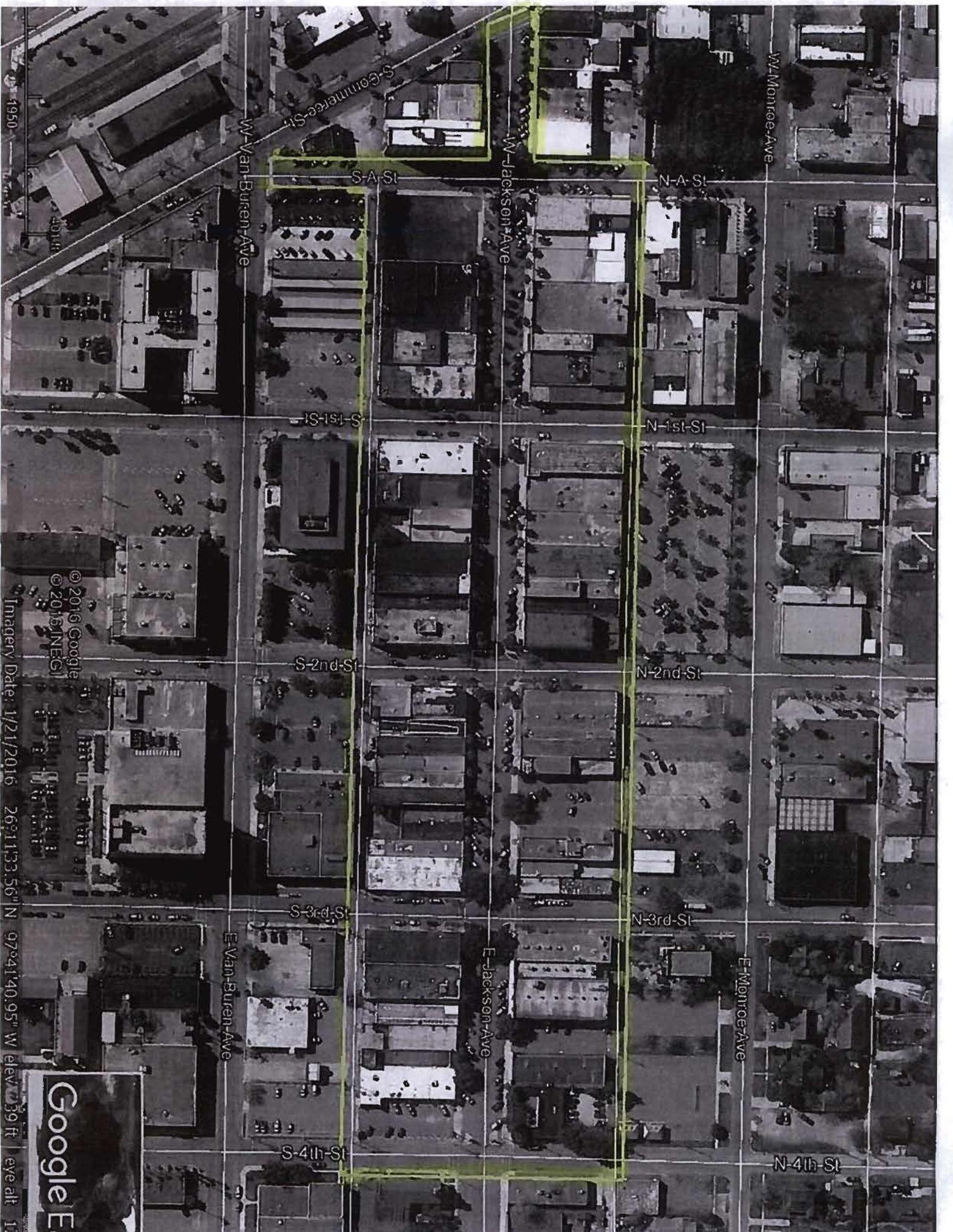
Streets to be closed: Mr. Mendez is requesting to close Jackson Street from Commerce Street to 4th Street. "A" (Street), First, Second, Third, and Fourth Streets will be closed North and South of Jackson Street just before their alleys (A Street will be closed up to Van Buren South of Jackson). Note: Please see attached map as a reference.

I spoke to Mr. Benito Segura (Streets Department) and advised him to place enough barricades to properly close the streets, as families will be walking their children on Jackson and the surrounding streets.

I am recommending that this street closure be granted and barricades be provided by the Streets Department on the day of the day specified by the request.

RECOMMEND APPROVAL
CDR LANTU

	SIGNATURE	DATE
OFFICER / EMPLOYEE		
SERGEANT / SUPERVISOR	<i>[Signature]</i>	<i>10/11/16</i>
COMMANDER / MANAGER	<i>[Signature]</i>	<i>10-11-16</i>
DEPUTY CHIEF	<i>[Signature]</i>	<i>10-11-16</i>
ASSISTANT CHIEF		
CHIEF OF POLICE	<i>[Signature]</i>	<i>10-11-16</i>



W-Monroe-Ave

W-Jackson-Ave

W-Van-Buren-Ave

S-Commerce-St

S-A-St

N-A-St

S-1st-St

N-1st-St

S-2nd-St

N-2nd-St

S-3rd-St

N-3rd-St

E-Van-Buren-Ave

E-Jackson-Ave

E-Monroe-Ave

S-4th-St

N-4th-St

© 2016 Google
© 2016 INEGI

Imagery Date: 1/21/2016 26°11'33.56" N 97°41'40.95" W elev 239 Ft eye alt 17

Google Earth

Alvear, Alfredo

From: Landin, Melissa A.
Sent: Friday, September 23, 2016 7:51 AM
To: Landin, Melissa A.
Subject: Halloween on Jackson Street Monday, Oct. 31!
Attachments: finalfinalhalloweenposter.jpg; finalzombiewalk.jpg; pumkincontest1.jpg; pumkincontest2.png

Good morning!

Halloween on Jackson Street is going to be a fantastic, family-friendly and safe event! We hope you can join us! Attached is the poster and forms needed to enter the pumpkin-carving contest and zombie walk!

Melissa

Halloween at Jackson St.

- SAFE, FAMILY TRICK OR TREATING
- PUMPKIN CARVING CONTEST
- ZOMBIE WALK & ZOMBIE COSTUME CONTEST
- THRILLER DANCE OFF
- CHILDREN'S ACTIVITIES/RIDES
- FOOD TRUCKS

6-9 p.m., Monday
October 31
Harlingen



SPOOKY
HAUNTED
HOUSE

For more info, call (956) 216-4910.
Zombie Walk & Pumpkin contest forms
available at www.harlingen.us

Pena, Frances

From: Rodriguez, Cirillo
Sent: Tuesday, October 11, 2016 7:56 PM
To: Pena, Frances
Subject: Re: Downtown Halloween Street Clousre (NOT YET APPROVED)

I reviewed the request for street closure and approve the request. Cirilo Rodriguez, Assistant Fire Chief

Sent from my iPhone

> On Oct 11, 2016, at 4:35 PM, "Pena, Frances" <francespena2@harlingenpolice.com> wrote:

>
>
>

> -----Original Message-----

> From: Alvear, Alfredo
> Sent: Tuesday, October 11, 2016 4:34 PM
> To: Segura, Benito
> Cc: Pena, Frances; Cantu, Carlos; Leal, Hector
> Subject: Downtown Halloween Street Clousre (NOT YET APPROVED)

>
> Just a heads up Benito. This is not completely approved. Awaiting on Fire Chief.

>
> Sgt. Alvear

>

> -----Original Message-----

> From: xerox
> Sent: Tuesday, October 11, 2016 3:56 PM
> To: Alvear, Alfredo
> Subject: Scanned from a Xerox multifunction device

>
>
>

> Please open the attached document. It was scanned and sent to you using a Xerox multifunction device.

>

> Attachment File Type: pdf

>

> multifunction device Location: EQ 99562 Chief's Office

4e)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 19, 2016**

Agenda Item:

Consider and take action to approve a request from the St. Anthony Catholic Church Administration to close certain sections of roadways / streets surrounding the Church property from 10:00 a.m. to 11:00 p.m. on Saturday and Sunday, November 5 and 6, 2016 for their Annual Fall Festival.

Prepared By (Print Name): Jeffry A. Adickes
Title: Chief of Police

Signature: 

Brief Summary:

Reverend Lawrence J. Klein with St. Anthony Catholic Church is requesting to close South 10th Street to East Van Buren Avenue and East Van Buren to 11th Street from 10:00 a.m. to 11:00 p.m. on Saturday and Sunday, November 5 and 6, 2016 for their Annual Fall Festival. The closure is required to provide a safe haven for all individuals attending the festival during the two day event. There are sufficient alternate routes that will allow vehicular traffic to flow with minimal impact.

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

Funding (if applicable):

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



TO: Chief of Police

DATE: 10/07/2016

FROM: Officer H. Villegas # 4211

REF: 209 S 10th St, St. Anthony Catholic Church Fall Festival

On Friday, October 7, 2016, Rev. Lawrence J. Klein submitted a street closure for November 5, 2016 to November 6, 2016 for their annual Fall Festival to be located at 209 S. 10th St., in Harlingen, TX.

Contact was made with Monica Weaver who is in charge of the event on October 7, 2016. Mrs. Weaver stated that she would like to shut down S. 10th St to E. Van Buren and E. Van Buren to 11th St.

Mrs. Weaver stated that she would like the streets closed down due to the fact that they will be having approximately 5,000 Guest attending their annual Festival. Both streets will be full of Game Booths, Food Booths, Mini Carnival, a Slide, Jumpers, Music Stage and a 22 Ft water slide.

Mrs. Weaver is requesting extra patrol through-out the nights of both events due to the large number of homeless residents. Mrs. Weaver stated that the homeless like to make contact with the Pastor late at night and ask for food. Mrs. Weaver would like the extra Patrol for safety purposes.

I, Officer Hector Villegas am recommending the street closure to be granted and for barricades to be provided by the street department on Friday, November 4, 2016. A letter and a map from Rev. Lawrence J. Klein will be included with this IDC.

*****DUE TO THE AMOUNT OF PEOPLE IN ATTENDANCE, GAMES AND MUSIC, I AM RECOMMENDING TO CLOSE S. 10TH ST STREET FROM THE E. HARRISON AVE. TO E. VAN BUREN AVE. AND E. VAN BUREN AVE TO 11TH ST.*****

Thank you for your consideration.

RECOMMEND APPROVAL CDR CANON

Page 1 of 1

	SIGNATURE	DATE
OFFICER / EMPLOYE	<i>[Signature]</i>	10/07/2016
SERGEANT / SUPERVISOR	<i>[Signature]</i>	10/07/2016
COMMANDER / MANAGER	<i>[Signature]</i>	10-7-16
DEPUTY CHIEF	<i>[Signature]</i>	10-7-16
ASSISTANT CHIEF	<i>[Signature]</i>	10-9-16
CHIEF OF POLICE		

St. Anthony Catholic Church

209 S. 10th Street Harlingen, Texas 78550



September 01, 2016

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

Dear Chief of Police;

Our annual Fall Festival will be held on Saturday, November 5th and Sunday, November 6th from 10:00 a.m. until 11:00 pm. St. Anthony Church is requesting the closure of Harrison and 10th & 918 Van Buren (Property line) and 11th street.

We would like to request an HPD officer to patrol from 12:00am to 7:00am Sunday morning.

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

Please note: Map below

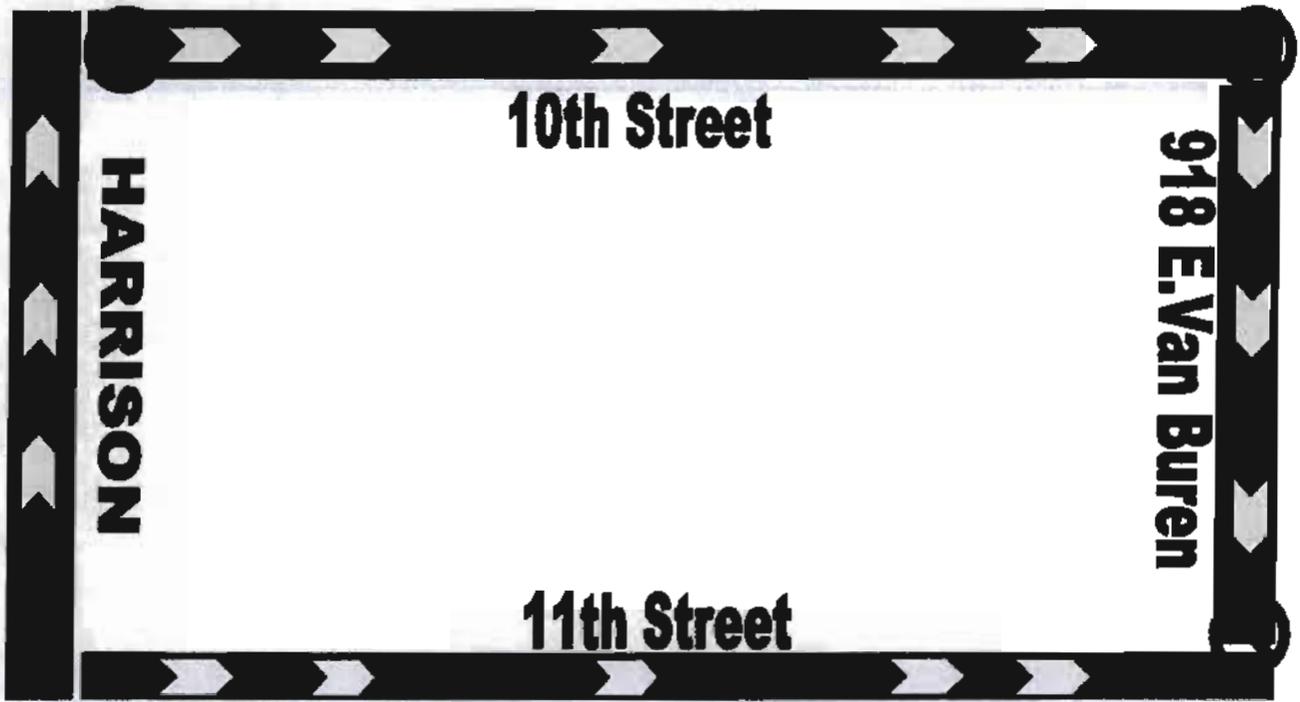
Sincerely in Christ,

Handwritten signature of Rev. Lawrence J. Klein

(REV.) Lawrence J. Klein
Pastor

956-428-6111 Office 956-428-4276 Fax
stanthonychurch2@aol.com

ONE FAITH-ONE CHURCH- ONE GOAL



956-428-6111 Office 956-428-4276 Fax
stanthonychurch2@aol.com

ONE FAITH-ONE CHURCH- ONE GOAL

Google Maps 209 S 10th St



Pena, Frances

From: Rodriguez, Cirillo
Sent: Tuesday, October 11, 2016 8:00 PM
To: Pena, Frances
Subject: Re: STREET CLOSURE REQUEST - ST. ANTHONY CATHOLIC CHURCH FALL FESTIVAL

I have reviewed the request for street closure from St. Anthony's Church and approve of the request. Cirilo Rodriguez, Assistant Fire Chief.

Sent from my iPhone

On Oct 11, 2016, at 3:50 PM, "Pena, Frances" <francespena2@harlingenpolice.com> wrote:

Good Afternoon Asst. Fire Chief Rodriguez:

I would ask if you could please review the attached street closure request and provide your recommendation at your earliest convenience.

Thank you !

Frances Peña
Administrative Assistant
Office of Police Chief Jeffry A. Adickes
HARLINGEN POLICE DEPT.
1018 Fair Park Blvd.
Harlingen, TX 78550
(956) 216-5403 office
(956) 216-5407 fax
francespena2@harlingenpolice.com

<ST. ANTHONY CATHOLIC CHURCH FALL FESTIVAL.pdf>

4f)

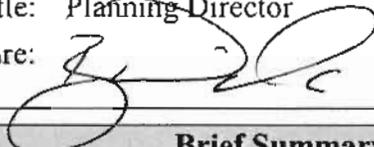
**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 19, 2016**

Agenda Item:

Consider and take action to approve the preliminary plat of the proposed Escondido Subdivision, consisting of a 21.307 acre tract of land, more or less, being the east 31.97 acres out of Block 30, Palmetal Company Subdivision; located on Grimes Rd, east of Academy Dr. Applicant: Jack Brown of Brown, Leal & Associates % Paul Daniec

Prepared By: Rodrigo Davila
Title: Planning Director

Signature: 

Brief Summary:

Project Timeline

- November 23, 2011 – Original preliminary plat application submitted to the City.
- August 8, 2016 – Revised preliminary plat application submitted to the City (**ATTACHMENT I**)
- August 17, 2016 – Subdivision reviewed by the Subdivision Review Committee.
- August 18, 2016 – Letter sent to applicant outlining deficiencies; application deemed incomplete.
- August 24, 2016 – Plat resubmitted based on deficiency letter; application deemed incomplete.
- August 29, 2016 – Letter sent to applicant outlining deficiencies; application deemed incomplete.
- August 30, 2016 – Plat resubmitted; application deemed incomplete pending Drainage Report. (**ATTACHEMENT II**).
- August 31, 2016 – Email sent to applicant outlining deficiencies; application deemed incomplete (**ATTACHEMENT III**).
- October 7, 2016 – Drainage Report resubmitted; application deemed complete. (**ATTACHEMENT III**).
- October 19, 2016 – Consideration of the preliminary plat by the City Commission.

Summary

- The proposed subdivision consists of 97 single-family, residential lots inside the City and located on Grimes Road, east of Academy Drive (**ATTACHMENT II**). The intended use is allowed based on the existing zoning designation of Multi-Family, Residential (“M-2”).
- Water and sanitary sewer services will be provided by HWWS.
- All items on the preliminary plat checklist have been addressed.

Staff Recommendation:

Staff recommends approval of the preliminary plat.

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

- In November 2012, the Memorial Middle School was completed and is located on the northwest corner of Rio Hondo Rd and N 21st St. In May 2015, the New Health Professions School was completed and is located across the street from the middle school
- In July 2015, Adam's Manor Subdivision was approved by the City Commission with the required sidewalks on Vinson Ave included. This Multi-Family subdivision is located down the street at the southwest corner of Vinson Ave and N 21st St. The Cornerstone Apartments also has sidewalks on Vinson Ave.
- The variance requests were reviewed by the Engineering Department. The Engineering Department is recommending denial to the variance request to install sidewalks, but has no objection to the variance request for the construction of the sidewalk at the time of construction.
- In accordance with Section 109-27(c) of the Harlingen Code of Ordinances, no variance shall be recommended unless the Planning and Zoning Commission finds:
 1. There are special circumstances or conditions affecting the land involved such that a strict application of the provisions of this chapter would deprive the applicant of the reasonable use of his land; and
 2. The variance is necessary for the preservation and enjoyment of a substantial property right of the applicant; and
 3. The granting of the variance will not be detrimental to the public health, safety, or welfare, or injurious to other property owners in the area; and
 4. The granting of the variance will not have the effect of preventing the orderly subdivision of other land in the area in accordance with this chapter.
- In addition, Section 109-27(d), states "Financial hardship to the subdivider, standing alone, shall not be deemed to constitute undue hardship."
- A 4/5ths vote of the City Commission shall be required to override a recommendation for/or against the variance from P&Z Commission.

Funding (if applicable):

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

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

Finance Director's approval: Yes No N/A

Staff Recommendation:

Staff recommends disapproval of the variance request to not install the sidewalk:

1. The variance is a financial hardship, which does not constitute as undue hardship. There is no obstruction on the right-of-way within the subdivision which prevents the installation of the required sidewalks;
2. The City is a participant in the Safe Routes to School Program;
3. The City Engineering Department recommends denial of the variance; and
4. The requested variance conflicts with the findings required by Section 109-27(c) and (d)

Staff recommends approval of the variance request to allow sidewalk installation at time of

construction as:

1. Complies with findings described in section 109-27(c);
2. The change from installing the required sidewalk at the time of curb and gutter to the time of construction may prevent the destruction of existing sidewalks; and
3. The City Engineering Department recommends approval of the variance to install sidewalk a the time of construction. (**ATTACHMENT IV**).

City Manager's approval:

Yes No N/A

Comments:

City Attorney's approval:

Yes No N/A

Attachment I—Application

CITY OF HARLINGEN PLANNING AND ZONING DIVISION MASTER APPLICATION

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address 2010 E. VINSON AVE Nearest Intersection 21ST STREET & VINSON
 (Proposed) Subdivision Name ADAMS CROSSING PHASE IV & V Lot _____ Block 102
 Existing Zoning Designation M2 Future Land Use Plan Designation SINGLE FAMILY

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent JACK L. BROWN Phone 956-428-4014 FAX 956-412-1832
 Email Address (for project correspondence only): jbrown@blengineer.com cc:Kim@blengineer.com
 Mailing Address P.O. BOX 1308 City HARLINGEN State TX Zip 78550
 Property Owner ARMANDO ELIZARDE Phone 956-428-4014 FAX 956-412-1832
 Email Address (for project correspondence only): ELIZARDEHOMES@AOL.COM
 Mailing Address SAME AS ABOVE City _____ State _____ Zip _____

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

- | | |
|---|---|
| <input type="checkbox"/> Annexation Request..... <u>No Fee</u>
<input type="checkbox"/> Administrative Appeal (ZBA)..... <u>\$125.00</u>
<input type="checkbox"/> Comp. Plan Amendment Request... <u>\$250.00</u>
<input type="checkbox"/> Re-zoning Request..... <u>\$250.00</u>
<input type="checkbox"/> SUP Request/Renewal..... <u>\$250.00</u>
<input type="checkbox"/> Zoning Variance Request (ZBA)..... <u>\$250.00</u>
<input type="checkbox"/> PDD Request..... <u>\$250.00</u> | <input type="checkbox"/> Preliminary Plat..... <u>\$100.00</u>
<input type="checkbox"/> Final Plat..... <u>\$50.00</u>
<input type="checkbox"/> Minor Plat..... <u>\$100.00</u>
<input type="checkbox"/> Re-plat..... <u>\$250.00</u>
<input type="checkbox"/> Vacating Plat..... <u>\$50.00</u>
<input type="checkbox"/> Development Plat..... <u>\$100.00</u>
<input checked="" type="checkbox"/> Subdivision Variance Request..... <u>\$25.00 (each)</u> |
|---|---|

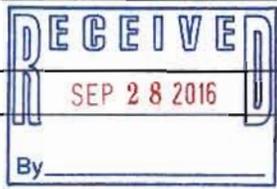
Please provide a basic description of the proposed project: PROPOSED 38 LOT SUBDIVISION (SINGLE FAMILY)

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: *Jack L. Brown* Date: 9/28/2016

Property Owner(s) Signature: _____ Date: _____

Accepted by: _____ Date: _____



Attachment I—Application

**SUBDIVISION VARIANCE 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 Subdivision Ordinance.

Complete

- Variance requests must be submitted at the time the preliminary plat is submitted to the City. (Section 7.1)
 - A written statement describing the requested variance and an explanation of the special conditions that result in the unnecessary hardship for which the variance is requested.
 - Any other information (drawings, pictures, etc.) the applicant would like to submit in support of the subject request.
-
- I understand that the variance requested will not be scheduled for Planning and Zoning Commission review unless all items on this list are completed.
 - I understand that variances related to paving, curb, and gutter for subdivisions in the City limits cannot be granted.
 - I understand that, in accordance with Section 7.1 of the Subdivision Ordinance, variances cannot be granted unless the Planning and Zoning Commission and/or City Commission finds that:
 - There are special circumstances or conditions affecting the land involved such that the strict application of the provisions of the Subdivision Ordinance would deprive the applicant of the reasonable use of his land; and
 - The variance is necessary for the preservation and enjoyment of a substantial property right of the applicant, and
 - The granting of the variance will not be detrimental to the public health, safety, welfare, or injurious to other property in the area; and
 - The granting of the variance will not have the effect of preventing the orderly subdivision of other land in the area in accordance with the provisions of the Subdivision Ordinance.
 - I understand that financial hardship, standing alone, shall not be deemed an undue hardship for which variance approval can be based.
 - I have read and understand in its entirety the City of Harlingen's Subdivision Ordinance and understand that the requirements of a variance request are subject to the terms and conditions therein.
 - I understand that while all requirements for the submittal of a variance request may be complete, the City Commission is the sole authority for the consideration and approval or denial of the request.
 - I understand that a 4/5-majority vote (a "super-majority") of the City Commission is required to reverse the decision of the Planning and Zoning Commission.

Owner: ARMANDO ELIZARDE Date 9/28/2016

Owner Address: P O BOX 1308, HARLINGEN, TEXAS 78551

Phone/Fax: 956-412-1832

Signature: _____



Attachment I—Application

9/28/2016

Planning & Zoning Department
502 E. Tyler Avenue
Harlingen, Texas 78550

SUBJECT: ADAMS CROSSING PHASE IV & V

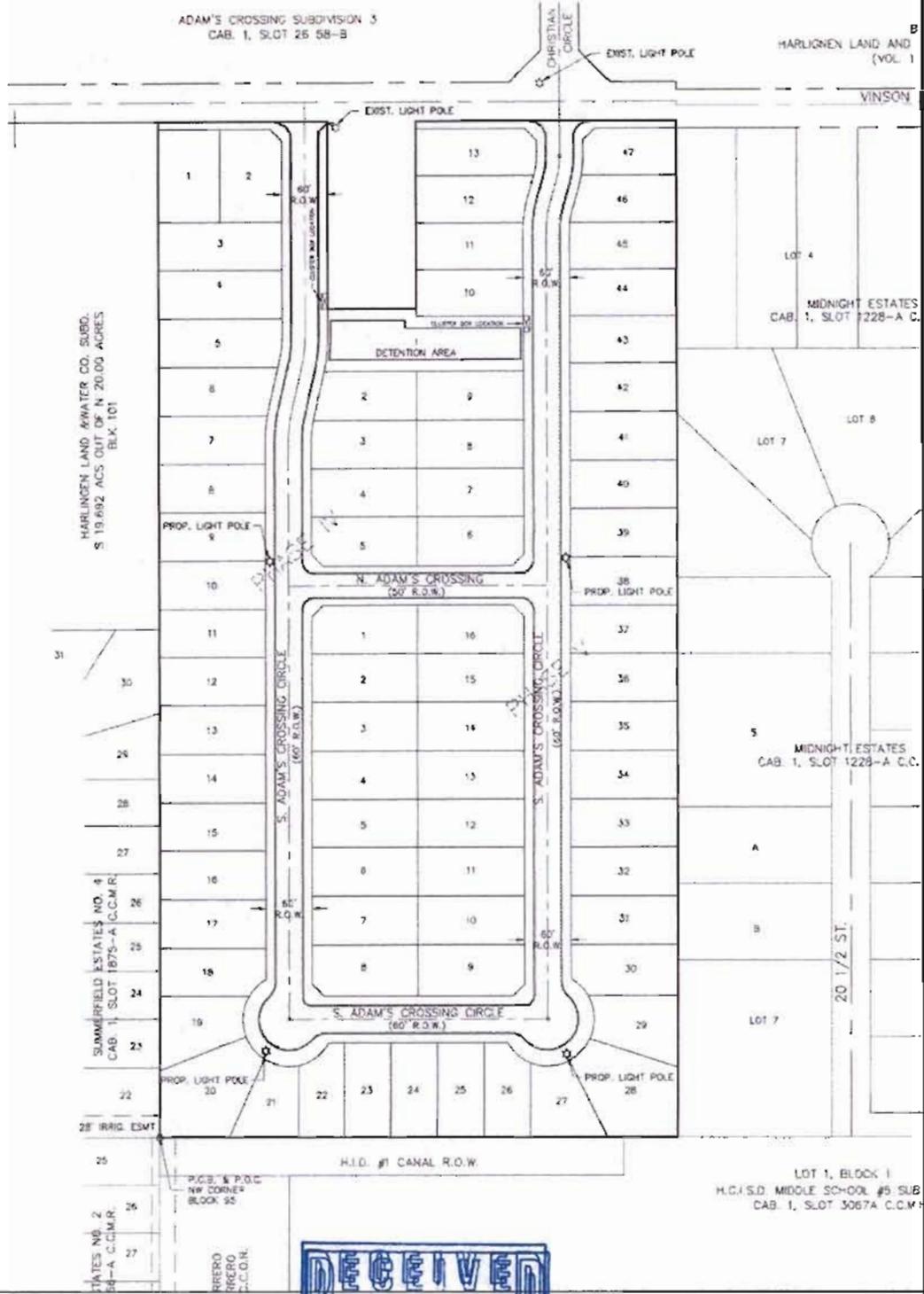
Re: VARIANCE REQUEST ON SIDEWALKS

We are asking for a variance on the 5' side walk along Vinson Avenue due to the following:

The requirement for a sidewalk within the subdivision is due to the fact that the subdivision is within 1000' of a school. Technically correct but there is no direct access from the subdivision to the school resulting in a pedestrian having to walk in the traffic lanes of Vinson Avenue and in 21st street. 21st street is a narrow rural section on which pedestrian traffic should be discouraged. The school has owned the property for over 20 years and was the owner when the adjacent subdivisions were constructed without sidewalks. A 5' sidewalk is proposed to be constructed along Vinson Avenue although it will be discontinuous and therefore not truly functional.

We are asking for no sidewalks within the subdivision except on Vinson Rd which will have sidewalks constructed. Alternatively if we are denied, we are asking that the sidewalks be constructed as the homes are built.

Attachment II—Proposed Subdivision



RECEIVED
 SEP 28 2016
 By _____

STREET LIGHTING PLAN
ADAM'S CROSSING PHASE IV & V
 A 18,382 ACRE TRACT OF LAND, MORE OR LESS, OUT OF BLOCK NO. 100,
 HARLINGEN LAND AND WATER COMPANY'S SUBDIVISION, CAMERON COUNTY,
 TEXAS, RECORDED IN VOLUME 1, PAGE 12 OF THE CAMERON COUNTY MAP
 RECORDS, CAMERON COUNTY, TEXAS.
 DATE: 7-1-16 SEPTEMBER 4, 2016
BROWN, LEAL & ASSOCIATES

Attachment III—Site Photos



Attachment IV—Engineering Department



Harlingen Engineering Department
502 E. Tyler Avenue
Harlingen, TX 78550
(956) 216-5290
(956) 430-8113 (fax)

October 7, 2016

Mr. Albert Molina
City Planner
Planning & Development Department
502 E. Tyler
Harlingen, Texas 78550

RE: Review of Adam's Crossing Subdivision Phase IV & V - Sidewalk Variance

Dear Mr. Molina:

We are in receipt of the sidewalk variance for Adam's Crossing Subdivision Phase IV & V. The Engineering Department has reviewed the request and the following comments are provided:

- The first request for a variance of sidewalk along Vinson Avenue is denied. While sidewalk might not be present at this time, Adam's Crossing (at the corner of Vinson & 21st Street) recorded in July 2015 has escrowed sidewalk along Vinson Road.
- The second request for the variance of sidewalk within the subdivision is denied. The schools along Rio Hondo Road and Phoenix Drive have recently been constructed (Memorial Middle School in 2013, Health Professions in 2015) and the surrounding subdivisions were already in existence with the exception of Adam's Manor. The Engineering Department has no objection to the 5' sidewalk being constructed at the time the houses are built.

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'Martha E. Viada', is written over a horizontal line.

Martha E. Viada, E.I.T., CFM
Engineer in Training

cc: Javier Zamora, P.E. CFM, City Engineer

49)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 19, 2016**

Agenda Item:

Consider and take action to approve refund(s) of property taxes to George Louis Jr (Corelogic) on account #98-3642-0000-0080-00.

Prepared By (Print Name): Elvia Treviño
Title: Finance Director

Signature: 

Brief Summary:

This refund request in the amount of \$802.14 on account #98-3642-0000-0080-00 (George Louis Jr (Corelogic)) is an adjustment due to 100% disabled veteran's exemptions for years "2015."

Total amount of refunds requested is \$802.14 Refunds over \$500.00 require Commission approval.

Funding (if applicable):

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

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

Finance Director's approval: Yes No N/A

Staff Recommendation:

Staff recommends approval of refunds.

City Manager's approval: Yes No N/A

Comments:

City Attorney's approval: Yes No N/A

TAX OFFICE

P. O. Box 2643
609 N. 77 Sunshine Strip
Harlingen, Texas 78551
956-428-7999
956-428-8705 (Fax)

PROPERTY TAX COLLECTIONS FOR:
CITY OF HARLINGEN
HARLINGEN CISD
LOS FRESNOS CISD
RIO HONDO ISD

MEMORANDUM

TO: Elvia Trevino
City of Harlingen
Harlingen, Texas 78550

FROM: Aurora Lozano 
TAX OFFICE
Harlingen, Texas 78550

DATE: October 12, 2016

RE: Account #98-3642-0000-0080-00, George Luis Jr(Corelogic)

Attached please find a refund of over \$500 which will require Commissioner's approval. Please let this memo serve as a request for this refund to be considered for approval of disbursement on the next Commissioner's meeting.

The enclosed refund request is due to an adjustment. The adjustment is due to adding a 100% disabled veteran's exemption for year "2015".

Therefore the amount of \$802.14 needs to be refunded to:

Corelogic
P.O. Box 961250
Attn: Refund Dept
Fort Worth, Texas 76161

Should you have any questions regarding this matter, please contact me at (956)428-7999

Geo

Supp Group: 218

8/2/2016 9:47AM

Current Property Data as of Supp 28

Supp Code: ADVHS

Supp Action: M

Prop ID	Owner	%	Legal Description	Values
207782	160173	100.00 R	Geo: 98-3642-0000-0080-00 Effective Acres: 0.0000	Imp HS: 123,227 Market: 148,227
GEORGE LOUIS JR & MARIA F WESTWOODS SUBDIVISION UNIT NO 2 LOT 8 (CAB 1				Imp NHS: 0 Prod Loss: 0
2613 Westwood SLOT 1721-B CCMR)				Land HS: 25,000 Appraised: 148,227
Harlingen, TX 78552-1872				Land NHS: 0 Cap: 0
Appraiser: RAUL ESP Operator: Amedina Acres: 0.7750				Prod Use: 0 Assessed: 148,227
State Codes: A Map ID: 05-14-00				Prod Mkt: 0
Situs: 2613 W WESTWOODS DR HARLINGEN, Mig Cd:				Late Ag: F
Ref ID1:				
Ref ID2:				

Change Desc:

7-06-16 AM ENTERED DVHS FOR 2015-2016 FOR LOUIS GEORGE JR WHO APPLIED ON 5-28-16 (MOVED IN:16 YRS AGO). DV RATING 70% UNEMPLOYABILITY AS OF 12/1/14.

OCT 6 2016 *Refer to #2263-11*

Owner	Pct	Exemptions	Entity	Ent Pct	Stafemnt	Assessed	Taxable	Freeze	Tax
GEORGE LOUIS JR & MARIA F	160173	100.00	IHG	100.00		148,227	0		0.00
		DV4	CHG	100.00		148,227	0		0.00
		DVHS							
		HS							

Previous Property Data as of Supp: 0

Prop ID	Owner	%	Legal Description	Values
207782	160173	100.00 R	Geo: 98-3642-0000-0080-00 Effective Acres: 0.0000	Imp HS: 123,227 Market: 148,227
GEORGE LOUIS JR & MARIA F WESTWOODS SUBDIVISION UNIT NO 2 LOT 8 (CAB 1				Imp NHS: 0 Prod Loss: 0
2613 Westwood SLOT 1721-B CCMR)				Land HS: 25,000 Appraised: 148,227
Harlingen, TX 78552-1872				Land NHS: 0 Cap: 0
Appraiser: RAUL ESP Operator: Amedina Acres: 0.7750				Prod Use: 0 Assessed: 148,227
State Codes: A Map ID: 05-14-00				Prod Mkt: 0
Situs: 2613 W WESTWOODS DR HARLINGEN, Mig Cd:				Late Ag: F
Ref ID1:				
Ref ID2:				

Change Desc:

Owner	Pct	Exemptions	Entity	Ent Pct	Stafemnt	Assessed	Taxable	Freeze	Tax
GEORGE LOUIS JR & MARIA F	160173	100.00	IHG	100.00		148,227	111,227		0.00
		DV4	CHG	100.00		148,227	136,227		0.00
		HS							

Gain or Loss of Value for:

Property: 207782 Geo: 98-3642-0000-0080-00

Entity	Current			Previous			Gain / Loss		
	Assessed	Taxable	Tax	Assessed	Taxable	Tax	Assessed	Taxable	Tax
CHG	148,227	0	0.00	148,227	136,227	0.00	0	-136,227	0.00
IHG	148,227	0	0.00	148,227	111,227	0.00	0	-111,227	0.00

4h)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 19, 2016**

Agenda Item:

Consider and take action to approve a request from Cameron County Elections Department to use the Cultural Arts Center located on 576 76' Drive, Harlingen, Texas 78550 as a polling place for the November 8, 2016 General Election. Attachment **(Engineering)**

Prepared By (Print Name): Javier Zamora

Title: City Engineer

Signature: *Dan Seena by Amanda C. Glendon*

Brief Summary:

Cameron County is requesting to use the Cultural Arts Bldg. as a polling place for the November 8th, 2016 General Election on the following dates and times.

Monday, Oct. 24th thru Friday, Oct. 28th, 2016 from 9:00 a.m. to 6:00 p.m.;

Saturday, Oct. 29th, 10:00 a.m. to 2:00 p.m.

Sunday, Oct. 30th, **CLOSED**

Monday, Oct. 31st. thru Friday, Nov. 4th, 2016 9:00 a.m. to 6:00 p.m.

Staff recommends approval of the request.

Funding (if applicable):

Yes No*

Finance Director's approval:

Yes No N/A

Staff Recommendation:

Staff recommends approval.

City Manager's approval:

Yes No N/A

Comments:

City Attorney's approval:

Yes No N/A



REMI GARZA
ELECTIONS ADMINISTRATOR

September 13, 2016

POSTED
9/21/16

Javier Zamora
Public Work Director
Public Building
502 E. Tyler Ave.
Harlingen, Texas 78550

RE: Early Voting Polling Place:

Dear Mr. Zamora.

This is our official request to designate the following location as an Early Voting site for the General Elections to be held on November 8, 2016:

Culture Arts Center, 576 "76" Drive
Harlingen, Texas

Monday, Oct. 24 thru Friday, Oct. 28	9:00 a.m. to 6:00 p.m.
Saturday, Oct. 29	10:00 a.m. to 2:00 p.m.
Sunday, Oct. 30	Closed
Monday, Oct. 31 thru Friday, Nov. 4	9:00 a.m. to 6:00 p.m.

If you agree, we will be delivering voting equipment a few days before Election Day begins. It will need to be stored in a secure area and be available during the election. We will also need three (3) folding tables, (4-6) chairs and working 120-volt electrical plugs for the equipment.

Upon consideration and agreement, please fax us a confirmation letter at (956) 550-7298 or email it to Maribel.diaz@co.cameron.tx.us. We greatly appreciate your help in making the approaching elections a success.

Thank you in advance for your consideration to this request.

Sincerely,

Remi Garza
Remi Garza
Elections Administrator

Studio "A"

5)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 19, 2016**

Agenda Item:
Consider and approve a Resolution directing publication of the Notice Of Intention To Issue City of Harlingen, Texas Combination Tax and Revenue Certificates Of Obligation, Taxable Series 2016.

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

Brief Summary:
As you know, the City has been working on acquiring, construction and equipping a public convention, meeting and exhibit center along with related parking and public infrastructure. This item will allow the City to notify the public through a public notice of the City's intentions to issue a combination Tax and Revenue Certificates of Obligation for that project. Staff recommends approval.

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

Staff Recommendation:
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: *outside counsel* Yes No N/A

PASSED AND APPROVED ON THIS 19th DAY OF OCTOBER, 2016.

City Secretary

Mayor

(Seal)

**NOTICE OF INTENTION TO ISSUE
CITY OF HARLINGEN, TEXAS COMBINATION TAX AND
REVENUE CERTIFICATES OF OBLIGATION, TAXABLE SERIES 2016**

The City of Harlingen does hereby give notice of intention to issue Combination Tax and Revenue Certificates of Obligation, Taxable Series 2016, in one or more series, in the maximum principal amount not to exceed [\$13,500,000], for paying all or a portion of the City's contractual obligations incurred for the purpose of (i) acquiring, constructing and equipping a public convention, meeting and exhibit center along with related parking and public infrastructure; and (ii) paying legal, fiscal, design and engineering fees in connection with such projects. The City proposes to provide for the payment of such Certificates of Obligation from the levy and collection of ad valorem taxes in the City as provided by law, and from the limited surplus revenues of the City's golf course, remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve, and other requirements in connection with any of the City's revenue bonds or other obligations (now or hereafter outstanding), which are payable from all or any part of the Net Revenues of the City's golf course. The City Commission intends to consider for passage an Ordinance authorizing the issuance of City of Harlingen, Texas Combination Tax and Revenue Certificates of Obligation, Taxable Series 2016, at a Regular Meeting to be held at 5:30 P.M. on December 7, 2016, at the City Hall, Harlingen, Texas.

Chris Boswell, Mayor

CERTIFICATE FOR RESOLUTION

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

§
§
§

We, the undersigned officers of the City Commission of said City, hereby certify as follows:

1. The City Commission of said City convened in REGULAR MEETING ON THE 19th DAY OF OCTOBER, 2016, at the City Hall, and the roll was called of the duly constituted officers and members of said City Commission, to-wit:

Chris Boswell, Mayor
Richard Uribe
Tudor Uhlhorn
Michael Mezmar
Ruben de la Rosa
Victor Leal

Amanda Elizondo, City Secretary

and all of said persons were present, except the following members: _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting: a written

**RESOLUTION 2016-____
DIRECTING PUBLICATION OF NOTICE OF INTENTION
TO ISSUE CITY OF HARLINGEN, TEXAS COMBINATION TAX AND REVENUE
CERTIFICATES OF OBLIGATION, TAXABLE SERIES 2016**

was duly introduced for the consideration of said City Commission and read in full. It was then duly moved and seconded that said Resolution be passed, and, after due discussion, said motion carrying with it the passage of said Resolution, prevailed and carried by the following vote:

AYES: _____

NOES: _____

2. That a true, full and correct copy of the aforesaid Resolution passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Resolution has been duly recorded in said City Commission's minutes of said Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said City Commission's minutes of said Meeting pertaining to the passage of said Resolution; that the persons named in the above and foregoing paragraph are the duly **chosen**, qualified and acting officers and members of said City Commission as indicated therein; that **each** of the officers and members of said City Commission was duly and sufficiently notified **officially** and personally, in advance, of the time, place and purpose of the aforesaid Meeting, and that said **Resolution** would be introduced and considered for passage at said Meeting, and each of said officers and members consented, in advance, to the holding of said Meeting for such purpose, and that said Meeting was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by **Chapter 551**, Texas Government Code.

3. That the **Mayor of said City** has approved and hereby approves the aforesaid Resolution; that the Mayor and the City **Secretary of said City** have duly signed said Resolution; and that the Mayor and the City Secretary of said City hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Resolution for all purposes.

SIGNED AND SEALED the 19th day of October, 2016.

City Secretary

Mayor

(CITY SEAL)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: 10/19/16

Agenda Item:

Consider and take action to approve an ordinance amending Chapter 26 Libraries, Arts and Cultural Affairs, Article II Lon C. Hill Memorial Library, Division 2 Public Library Board, Section 26-44 Composition, Terms of Members, Ex Officio Members, Part (b).

Prepared By (Print Name): Dauna Campbell
Title: Library Director
Signature: 

Brief Summary:

This ordinance amendment will allow the Library Board to select two ex-officio student representatives from students attending Harlingen area high schools without Commission appointment. The previous ordinance limited selection to students in their junior year attending Harlingen High School and Harlingen High School South. This excluded qualified non-junior year students as well as students attending Early College High School and private high schools. Expanding the student selection pool will assist the Board in selecting students interested in active involvement at the Library. Additionally, amending the appointment process will expedite the selection of student members and allow for quicker student participation.

Funding (if applicable):

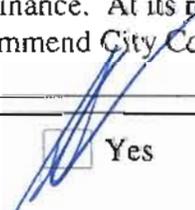
Yes No

Finance Director's approval: Yes No N/A

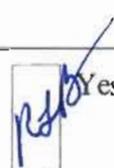
Staff Recommendation:

It is recommended that Commission approve the revised ordinance. At its regular meeting of October 10, 2016, the Library Advisory Board voted to recommend City Commission approval of this revised ordinance.

City Manager's approval: Yes No N/A

Comments: 

City Attorney's approval: Yes No N/A



ORDINANCE NO. 2016 - ____

AN ORDINANCE AMENDING THE CITY OF HARLINGEN CODE OF ORDINANCES, AS AMENDED, CHAPTER 26 LIBRARIES, ARTS AND CULTURAL AFFAIRS, ARTICLE II LON C. HILL MEMORIAL LIBRARY, DIVISION 2 PUBLIC LIBRARY BOARD, SECTION 26-44 COMPOSITION, TERMS OF MEMBERS, EX OFFICIO MEMBERS, PART (b) BY AUTHORIZING THE HARLINGEN PUBLIC LIBRARY BOARD TO SELECT TWO EX OFFICIO MEMBERS OF THE BOARD FROM STUDENTS ATTENDING HIGH SCHOOLS IN THE HARLINGEN AREA; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND ORDAINING OTHER MATTERS PERTAINING TO THE FOREGOING.

BE IT ORDAINED BY THE CITY OF HARLINGEN:

SECTION I: That Chapter 26, Article II, Division 2, Section 26-44(b) of the Code of Ordinances of the City of Harlingen is hereby repealed and replaced by the following language:

“SECTION 22-44(b). In addition to the six appointed members of the board, there shall be eleven ex-officio members of the board, without voting rights, consisting of the mayor, city commissioners, the superintendent of the Harlingen Consolidated Independent School District, the librarian of the Harlingen Public Library, the city manager, and two high school students selected by the board annually from the Harlingen area who shall serve a term of one year. The six appointed members of the public library board shall elect from their membership a chairperson who shall not vote except when necessary to break a tie.”

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

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

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

FINALLY ENACTED this _____ day of _____, 2016, at a regular meeting of the Elective Commission of the City of Harlingen, Cameron County, Texas, at which a quorum was present and which was held in accordance with TEXAS GOVERNMENT CODE, TITLE 5, SUBTITLE A, CHAPTER 551.

CITY OF HARLINGEN

BY: _____
Chris Boswell, Mayor

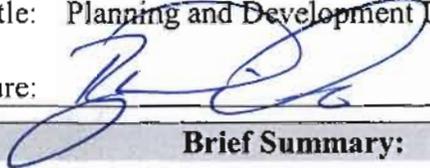
ATTEST:

Amanda C. Elizondo, City Secretary

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 19, 2016**

Agenda Item:
Consider and take action to adopt an Ordinance on First Reading to annex and to establish the initial zoning to Light Industry ("LI") District for a 25.970 acre tract of land, more or less, being 2.145 acres out of Block 41, and 23.825 acres out of Block 67, Palmetal Company Subdivision, located on the east side of FM 509 north of FM 106. Applicant: Whiting Investments, LLC, c/o Chris Hamby

Prepared By: Rodrigo Davila
Title: Planning and Development Director
Signature: 

Brief Summary:

Project Timeline

- August 3, 2016 – Voluntary Annexation Request submitted to the City; application deemed incomplete.
- August 8, 2016 – Applicant submits pending document for annexation request; application deemed complete (**ATTACHMENT D**).
- August 17, 2016 – City Commission approved a resolution directing staff to prepare a service plan for the annexation and to initiate proceedings.
- September 3, 2016 – In accordance with Statute and local law, notice of required public hearings (for the zoning and first public hearing for the annexation) published in the Valley Morning Star.
- September 14, 2016 – Public hearing was conducted by the Planning and Zoning Commission (P&Z). **The P&Z Commission recommended approval of the annexation and the zoning designation of the tract upon annexation by a 3 to 0 vote.**
- September 21, 2016 – The first public hearing was conducted by the City Commission
- September 24, 2016 – In accordance with Statute and local law, notice of second public hearing published in the Valley Morning Star.
- October 3, 2016 – Second public hearing before the City Commission
- October 19, 2016 – Consideration of annexation by the City Commission via First Ordinance Reading.
- November 2, 2016 – Pending approval of 1st ordinance reading, consideration of annexation by the City Commission via Second Ordinance Reading.

Summary

- In accordance with the Texas Local Government Code and the City Code of Ordinances, three public hearings are required and have been conducted as related to the voluntary annexation request.
- Chris Hamby, the applicant and property owner has requested the voluntary annexation of 25.970 acres of land. All of the subject property is outside, but adjacent to, the current city limits.
- The applicant is proposing to subdivide the subject property into a five lot commercial

subdivision under the name of Arroyo View Subdivision. Part of the proposed subdivision (4.82 acres) is currently inside the city limits and the north 25.970 acres is located outside the city limits. Two lots will have frontage on FM 509 and three lots will have frontage on FM 106 through a proposed private street (**ATTACHMENT II AND III**).

- The developer will be responsible for all infrastructure provisions, including street development, street lights, water and wastewater services, storm sewer, and other requirements as specified under the subdivision regulations.
- Water and wastewater disposal for this subdivision is being provided through HWWS.
- At the September 14, 2016 Planning and Zoning Commission Meeting, the P&Z Commission recommended zoning the subject property to "light industry ("LI") District upon annexation. (**ATTACHMENT IV**).
- The Service Plan outlines the services to be provided within sixty (60) days after the effective date of annexation and the capital improvements that will begin construction within two and one-half (2-1/2) years of the effective date of the annexation (**ATTACHMENT V**).
- The final step in the annexation process is the consideration by the City Commission of the two ordinance readings to officially annex and zone the subject property.

Funding (if applicable):

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

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

Finance Director's approval: Yes No N/A

Staff Recommendation:

Staff recommends approval of the annexation and to rezone the property to Light Industry ("LI") District upon the annexation of the property.

City Manager's approval: Yes No N/A

Comments:

City Attorney's approval: Yes No N/A

PUBLIC HEARING AND TAKE ACTION TO CONSIDER THE VOLUNTARY ANNEXATION AND TO ESTABLISH THE INITIAL ZONING TO LIGHT INDUSTRY ("LI") FOR A 25.970 ACRE TRACT OF LAND, MORE OR LESS, BEING 2.145 ACRES OUT OF BLOCK 41, AND 23.825 ACRES OUT OF BLOCK 67, PALMETAL COMPANY SUBDIVISION, LOCATED ON THE EAST SIDE OF FM 509 NORTH OF FM 106. APPLICANT: WHITING INVESTMENTS, LLC, C/O CHRIS HAMBY

Mr. Olivo summarized the following:

In accordance with the Code of Ordinances, The P&Z Commission is required to hold a public hearing on all proposed annexations, and at the same time, make a recommendation to the City Commission for the zoning of the subject property upon annexation.

Chris Hamby, the applicant and property owner has requested the voluntary annexation of 25.970 acres of land. All of the subject property is outside, but adjacent to, the current city limits.

The applicant is proposing to subdivide the subject property into a five lot commercial subdivision under the name of Arroyo View Subdivision. Part of the proposed subdivision (4.82 acres) is currently inside the city limits and the north 25.970 acres is located outside the city limits. Two lots will have frontage on FM 509 and three lots will have frontage on FM 106 through a proposed private street.

The developer will be responsible for all infrastructure provisions, including street development, street lights, water and wastewater services, storm sewer, and other requirements as specified under the subdivision regulations.

Water and wastewater disposal for this subdivision is being provided through HWWS.

Concurrent with the annexation, the subject property will be zoned to Light Industry ("LI") District, which is consistent with the Future Land Use Plan.

The subject annexation will require three public hearings and two reading of the ordinance to annex the property. The above timeline delineates the annexation process.

Staff recommends approval.

Mr. Olivo stated he was available to answer any questions.

Chrm. Peacock stated if there were any questions for the staff.

With no questions for staff, Chrm. Peacock opened the floor to a public hearing. There were no comments. Chrm. Peacock closed the public hearing.

Cmr. Haire motioned to approve the request. VChrm. Consiglio seconded. The motion passed unanimously.

Attachment I

CITY OF HARLINGEN PLANNING AND ZONING DIVISION MASTER APPLICATION

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address _____ Nearest Intersection FM 509 & FM 106
 (Proposed) Subdivision Name Airway View Subdivision Lot _____ Block _____
 Existing Zoning Designation Industrial Future Land Use Plan Designation Commercial

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent Whiting Investments Phone (956) 495-6953 FAX _____
 Email Address (for project correspondence only): chamby2136@aol.com
 Mailing Address P.O. Box 532845 City Har State TX Zip 78553
 Property Owner Whiting Investments Phone _____ FAX _____
 Email Address (for project correspondence only): ll
 Mailing Address ll City ll State ll Zip ll

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

- | | |
|--|--|
| <p><input checked="" type="checkbox"/> Annexation Request..... No Fee</p> <p><input type="checkbox"/> Administrative Appeal (ZBA)..... \$125.00</p> <p><input type="checkbox"/> Comp. Plan Amendment Request... \$250.00</p> <p><input type="checkbox"/> Re-zoning Request..... \$250.00</p> <p><input type="checkbox"/> SUP Request/Renewal..... \$250.00</p> <p><input type="checkbox"/> Zoning Variance Request (ZBA)..... \$250.00</p> <p><input type="checkbox"/> PDD Request..... \$250.00</p> | <p><input checked="" type="checkbox"/> Preliminary Plat..... \$100.00</p> <p><input checked="" type="checkbox"/> Final Plat..... \$50.00</p> <p><input type="checkbox"/> Minor Plat..... \$100.00</p> <p><input type="checkbox"/> Re-plat..... \$250.00</p> <p><input type="checkbox"/> Vacating Plat..... \$50.00</p> <p><input type="checkbox"/> Development Plat..... \$100.00</p> <p><input type="checkbox"/> Subdivision Variance Request..... \$25.00 (each)</p> |
|--|--|

Please provide a basic description of the proposed project: Subdivide 31 acres into 7 lots

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

Applicant's Signature: [Signature] Date: 8/3/16
 Property Owner(s) Signature: [Signature] Date: 8/3/16
 Accepted by: _____ Date: _____

Attachment I

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR OF THE GOVERNING BODY OF Harlingen, TEXAS:

The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby [if applicable: waive the requirement to be offered a development agreement pursuant to Section 43.035, and] petition your honorable Body to extend the present city limits so as to include as part of the City of Harlingen, Texas, the following described territory, to wit:

See attached maps & bounds by centerline Surveying

We certify that the above described tract of land is contiguous and adjacent to the City of Harlingen, Texas, is not more than one-half mile in width [only limited by Local Government Code Section 43.028], and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

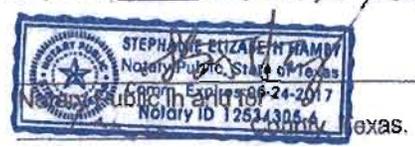
Signed: _____
Signed: _____
Signed: _____

THE STATE OF TEXAS

COUNTY OF Cameron

BEFORE ME, the undersigned authority, on this day personally appeared Chris Hambry, and _____, known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 3rd day of August, 2016.



8-3-16

Attachment I

WHITING INVESTMENTS, LLC
PO BOX 532845
HARLINGEN, TEXAS 78553

July 15, 2016

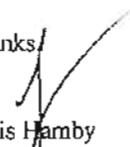
Mr. Joel Olivo
Planning and Zoning Manager
City of Harlingen
118 E Tyler
Harlingen, Texas 78550

Re:

Mr. Olivo:

Whiting Investments would like to do a voluntary annex the above referenced properties into the city limits of Harlingen. Please rezone the properties to light industrial district Please let me know if you need anything else.

Thanks/


Chris Hamby
President

Attachment II



CENTERLINE SURVEYING

Victor Banuelos, R.P.L.S.
915 Morgan Blvd, Suite B
P.O. Box 1148
Harlingen, Tx 78551
(956)425-3902 or (956)778-9391

METES AND BOUNDS:

A 25.970 acre tract of land, more or less, being 2.145 acres out of Block Forty One (41), and 23.825 acres out of Block Sixty Seven (67), Palmetal Subdivision, Cameron County, Texas as recorded in Volume 4, Page 2 of the Cameron County Map Records, said 25.970 acre tract of land being more particularly described as follows:

COMMENCING at a ½ Inch steel rod previously set on the Northeast corner of Block 67 for the Northeast corner and POINT OF BEGINNING of the tract of land herein described, said corner also being the Southeast corner of Block 41;

THENCE, South 00 degrees 12 minutes 00 seconds East, with the East line of Block 67, a distance of 954.80 feet to a point for the Southeast corner of this tract;

THENCE, South 89 degrees 58 minutes 17 seconds West, a distance of 600.00 feet to a point for the Southwest corner of this tract;

THENCE, North 00 degrees 12 minutes 00 seconds West, parallel to the East line of Block 67, a distance of 253.00 feet to a ½ inch steel rod previously set for a corner of this tract;

THENCE, South 89 degrees 48 minutes 00 seconds West, parallel to the North line of Block 67, a distance of 665.00 feet to a ½ inch steel rod found for a corner of this tract, said corner being on the East right of way line of State Highway F.M. 509 (150.00 Ft. R.O.W.);

THENCE, North 00 degrees 12 minutes 00 seconds West, with the East right of way line of State Highway F.M. 509, at a distance of 700.00 feet passing a ½ inch steel rod previously set on the North line of Block 67, and South line of Block 41, a total distance of 966.00 feet to a ½ inch steel rod previously set for the Northwest corner of this tract;

THENCE, North 89 degrees 48 minutes 00 seconds East, parallel to the South line of Block 41, a distance of 70.00 feet to a ½ inch steel rod previously set for a corner of this tract;

THENCE, North 00 degrees 12 minutes 00 seconds West, parallel to the West line of Block 41, a distance of 17.00 feet to a point for a corner of this tract;

Attachment II cont.

THENCE, South 78 degrees 23 minutes 23 seconds East, a distance of 116.88 feet to a point for a corner of this tract;

THENCE, South 67 degrees 08 minutes 13 seconds East, a distance of 101.43 feet to a point for a corner of this tract;

THENCE, South 48 degrees 23 minutes 55 seconds East, a distance of 101.27 feet to a point for a corner of this tract;

THENCE, South 40 degrees 56 minutes 22 seconds East, a distance of 137.49 feet to a point for a corner of this tract;

THENCE, South 52 degrees 40 minutes 20 seconds West, at a distance of 38.97 feet passing a 1/2 inch steel rod set, a total distance of 78.97 feet to a 1/2 inch steel rod previously set for a corner of this tract, said corner being on the South line of Block 41, and North line of Block 67;

THENCE, North 89 degrees 48 minutes 00 seconds East, with the contiguous North line of Block 67, and South line of Block 41, a distance of 885.00 feet to the POINT OF BEGINNING and containing 25.970 acres of land, more or less.

Victor Banuelos

Victor Banuelos, R.P.L.S.

2015

Reg. No. 3880

Job No. 2943-16

July 27, 2016,



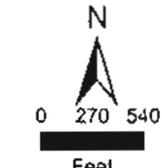
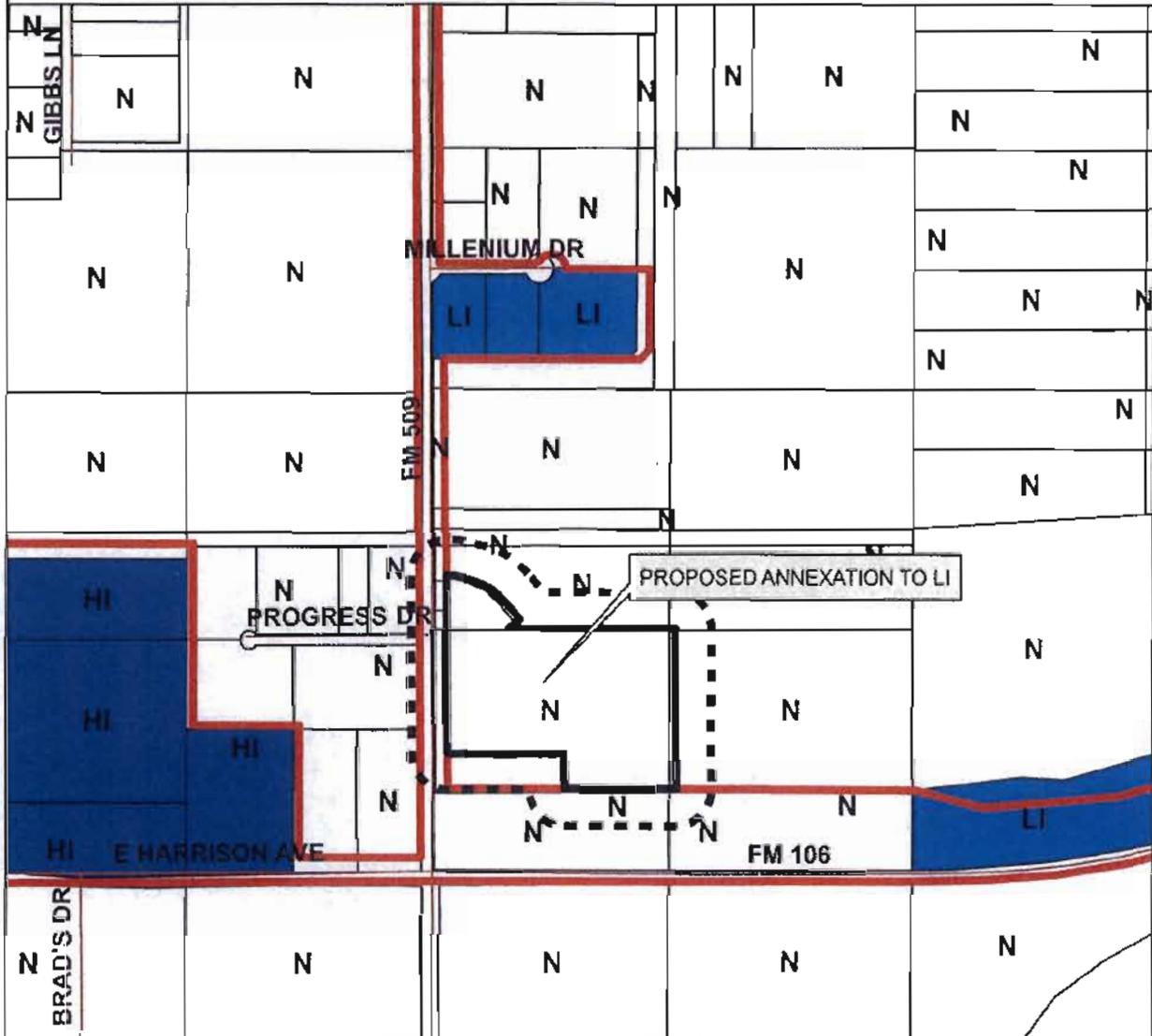
Attachment III



Attachment IV



Request of Whiting Investments, LLC, c/o Chris Hamby for the voluntary annexation and to establish the initial zoning upon annexation to Light Industry ("LI") District for a 25.970 acre tract of land, more or less, being 2.145 acres out of Block 41, and 23.825 acres out of Block 67, Palmeta Company Subdivision, located on the east side of FM 509 north of FM 106.



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

Zoning Designations

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

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 082216.

Attachment V

SEE ATTACHED SERVICE PLAN

ORDINANCE NO. 16-_____

AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE CITY OF HARLINGEN THROUGH ANNEXATION AND ESTABLISHING THE INTIAL ZONING TO LIGHT INDUSTRY ("LI") DISTRICT CONSISTING OF THE FOLLOWING: A 25.970 ACRE TRACT OF LAND, MORE OR LESS, BEING 2.145 ACRES OUT OF BLOCK 41, AND 23.825 ACRES OUT OF BLOCK 67, PALMETAL COMPANY SUBDIVISION, LOCATED ON THE EAST SIDE OF FM 509 NORTH OF FM 106; PROVIDING FOR PUBLICATION AND ORDAINING OTHER MATTERS RELATED TO THE FOREGOING.

WHEREAS, it is deemed to be in the best interest of the City of Harlingen, Texas to consider the annexation and zoning of certain land area hereinafter described; and

WHEREAS, said land area is adjacent to and abutting upon the present city limits of the City of Harlingen, and is within the exclusive extra-territorial jurisdiction of the City of Harlingen; and

WHEREAS, the Elective Commission has heretofore held public hearings at a meeting of the Elective Commission at the City Commission Room at City Hall, 118 E. Tyler Avenue, Harlingen, Texas on September 21, 2016 and October 3, 2016 pursuant to the provisions of Chapter 43, Texas Local Government Code, as amended; and

WHEREAS, at such hearings all interested persons were heard concerning the advisability of annexing and zoning such tracts of land; and

WHEREAS, such public hearing was duly conducted at the time and public place indicated above,

WHEREAS, the Elective Commission of the City of Harlingen, finds that the inclusion of such additional area will be of benefit to the City of Harlingen; now therefore

BE IT ORDAINED BY THE CITY OF HARLINGEN

That the corporate boundary limits of the City of Harlingen, Texas are hereby extended and as shown on Exhibit "A" pursuant to the provisions of Chapter 43, Texas Local Government Code to include the areas described as:

A 25.970 acre tract of land, more or less, being a 2.145 acres out of Block 41, and 23.825 acres out of Block 67, Palmetal Company Subdivision, located on the east side of FM 509 north of FM 106.

All of which property is located in Cameron County, Texas and said property lying adjacent to and abutting upon the current boundaries of the City of Harlingen, Texas and within the exclusive extraterritorial jurisdiction of the City of Harlingen; and

That the territory hereinabove described from shall be zoned upon annexation to Light Industry ("LI") and after the date hereof shall be subject to all the acts, ordinances, resolutions and regulations of the City of Harlingen, Texas and all ad valorem and other applicable taxes applicable to the area.

A service plan prepared pursuant to Section 43.056 of Chapter 43, Texas Local Government Code providing for the extension of municipal services into the area hereby annexed is attached hereto as Exhibit "A", and said service plan is hereby in all things approved and adopted. The area identified by the property description comprises a total of 25.970 acres and is identified on the map attached to the service plan.

FINALLY ENACTED this ____ day of _____, 2016 such date being the date of the second presentation of said Ordinance to the said Elective Commission. This Ordinance was finally enacted at a regular meeting of the Elective Commission of the City of Harlingen, Texas on November 2, 2016 at which a quorum was present and which was held in accordance with TEXAS GOVERNMENT CODE, CHAPTER 551, as amended.

CITY OF HARLINGEN

Chris Boswell, Mayor

ATTEST:

Amanda Elizondo, City Secretary

Exhibit "A"



**SERVICE PLAN
FOR
PROPOSED ANNEXED AREA**

DESCRIPTION OF TRACT:

A 25.970 acre tract of land, more or less, being 2.145 acres out of Block 41, and 23.825 acres out of Block 67, Palmetal Company Subdivision, located on the east side of FM 509 north of FM 106.

**PREPARED BY
CITY OF HARLINGEN PLANNING AND ZONING DEPARTMENT**

DATE COMPLETED: August 24, 2016

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Services to be Provided within 2-1/2 years	5

INTRODUCTION

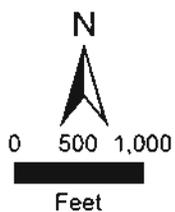
In accordance with Chapter 43, Section 43.056, Texas Local Government Code, “governing body of the City proposing the annexation shall direct its planning or other appropriate department to prepare a service plan that provides for extension of municipal services into each area to be annexed”. It is for this reason that this plan has been prepared.

Texas Local Government Code Section 43.056(f), requires that a service plan may not: 1) require the creation of another political subdivision; 2) require a landowner in the area to fund the capital improvement necessary to provide municipal services in a manner inconsistent with Chapter 395 unless otherwise agreed to by the landowner; or 3) provide services in the area in a manner that would have the effect of reducing by more than a negligible amount the level of the fire and police protection and emergency services provided within the corporate boundaries of the municipality before annexation.

The plan is divided into three sections that will illustrate the area proposed for annexation and explain the quality and quantity of services to be delivered to the proposed annexed area. The first section is a map of the area(s) to be annexed. The second and third sections consist of description of services that will be delivered within sixty (60) days after the effective date of annexation and the capital improvements that will begin construction within two and one-half (2 ½) years of the effective date of annexation.



Annexation of 25.97 acres of land comprised of 2.145 acre tract out of Block 41, and a 23.825 acre tract out of Block 67, in Palmetal Subdivision



Boundary lines

-  Proposed Annexation
-  Harlingen City Limits

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 081916.

Services to be Provided within 60 days of Annexation

Fire:

The Harlingen Fire Department will provide fire protection immediately upon annexation utilizing present staff and equipment. Additional facilities, fire apparatus, and personnel will be requested as population and geographic size warrants.

Police:

Patrolling and on-call police protection available on effective date of annexation using present personnel and equipment. Patrol positions will be added when population warrants.

Solid Waste Collection:

City provided garbage collection services will be provided to all residential and commercial customers within the annexed areas in accordance with adopted city ordinances. Brush and Debris collections services will be made available to all residential and commercial customers in accordance with adopted city ordinances within the annexed area. Within two years from the date of annexation, solid waste services provided by the City will become mandatory for all customers.

Water and Wastewater:

Routine maintenance of water and wastewater facilities, if any, in the annexed area.

Water and wastewater facilities for domestic and commercial uses will be available at City rates according to policies of the Harlingen Waterworks Department from existing lines not within the service area of another water or wastewater utility on the effective date of annexation.

Streets and Street Lighting:

Public streets within the annexed area will be included into the street improvement program for routine maintenance on the same basis as presently occurs in the city. Maintenance of streets including the repair of hazardous potholes and measures necessary for traffic flow will begin within 60 days of the effective date of annexation. Unpaved streets will be graded as necessary on the same basis as presently occurs in the city.

Maintenance of traffic control devices will begin within 60 days of the effective date of annexation.

Operation and Maintenance of Parks, Playgrounds & Swimming Pools:

Access to all public parks, playgrounds, and swimming pools, immediately upon annexation.

Operation and Maintenance of Publicly Owned Facilities & Buildings:

Maintenance of any publicly owned facilities, buildings, or services will begin within 60 days of the effective date of annexation.

Capital Improvements to be Completed within 2 ½ Years of Annexation

Fire:

No capital improvement funds or equipment requested at this time. Additional facilities, fire apparatus, and personnel will be requested as population and geographic size warrants.

Police:

None at this time. Additional personnel and equipment will be requested as population and geographic size warrants.

Solid Waste Collection:

City provided garbage collection services will be provided to all residential and commercial customers within the annexed areas in accordance with adopted city ordinances. Brush and Debris collection services will be provided to all residential and commercial customers in accordance with adopted city ordinances within the annexed area. Within two years from the date of the annexation, solid waste services provided by the City becomes mandatory.

Water and Wastewater:

New water and wastewater lines of the Harlingen Waterworks will be extended to areas not within the service area of another water or wastewater utility by developers as land becomes subdivided in accordance with City and Waterworks ordinances and policies. Landowners in the area are not required to fund water and wastewater capital improvements necessary to provide full municipal services that are inconsistent with Texas Local Government Code Chapter 395 unless otherwise agreed to by the landowner.

Streets and Street Lighting:

Reconstruction and resurfacing of streets, installation of storm drainage facilities, construction of curbs and gutters, and other major improvements will be accomplished under the established policies of the city as need determines and upon development and subdivision of said areas.

Provision of additional street lighting as needed to be spaced similar to other similarly populated areas of Harlingen.

Traffic signals, street markings and other traffic control devices will be installed as need is established by appropriate study and traffic standards.

Street lighting is to be installed by developers according to city policies when land is subdivided.

Landowners in the area are not required to fund street and drainage capital improvements necessary to provide full municipal services that are inconsistent with Texas Local Government Code Chapter 395 unless otherwise agreed to by the landowner.

Parks, Playgrounds & Swimming Pools:

None

Publicly Owned Facilities & Buildings:

None



CENTERLINE SURVEYING

Victor Barrios, R.P.L.S.
915 Morgan Blvd, Suite B
P.O. Box 1148
Harlingen, Tx 78551
(956)425-3902 or (956)778-9391

METES AND BOUNDS:

A 25.970 acre tract of land, more or less, being 2.145 acres out of Block Forty One (41), and 23.825 acres out of Block Sixty Seven (67), Palmetal Subdivision, Cameron County, Texas as recorded in Volume 4, Page 2 of the Cameron County Map Records, said 25.970 acre tract of land being more particularly described as follows:

COMMENCING at a 1/8 inch steel rod previously set on the Northeast corner of Block 67 for the Northeast corner and POINT OF BEGINNING of the tract of land herein described, said corner also being the Southeast corner of Block 41;

THENCE, South 00 degrees 12 minutes 00 seconds East, with the East line of Block 67, a distance of 954.80 feet to a point for the Southeast corner of this tract;

THENCE, South 89 degrees 58 minutes 17 seconds West, a distance of 600.00 feet to a point for the Southwest corner of this tract;

THENCE, North 00 degrees 12 minutes 00 seconds West, parallel to the East line of Block 67, a distance of 253.00 feet to a 1/8 inch steel rod previously set for a corner of this tract;

THENCE, South 89 degrees 48 minutes 00 seconds West, parallel to the North line of Block 67, a distance of 665.00 feet to a 1/8 inch steel rod found for a corner of this tract, said corner being on the East right of way line of State Highway F.M. 509 (150.00 Ft. R.O.W.);

THENCE, North 00 degrees 12 minutes 00 seconds West, with the East right of way line of State Highway F.M. 509, at a distance of 700.00 feet passing a 1/8 inch steel rod previously set on the North line of Block 67, and South line of Block 41, a total distance of 966.00 feet to a 1/8 inch steel rod previously set for the Northwest corner of this tract;

THENCE, North 89 degrees 48 minutes 00 seconds East, parallel to the South line of Block 41, a distance of 70.00 feet to a 1/8 inch steel rod previously set for a corner of this tract;

THENCE, North 00 degrees 12 minutes 00 seconds West, parallel to the West line of Block 41, a distance of 17.00 feet to a point for a corner of this tract;

THENCE, South 78 degrees 23 minutes 23 seconds East, a distance of 116.88 feet to a point for a corner of this tract;

THENCE, South 67 degrees 08 minutes 13 seconds East, a distance of 101.43 feet to a point for a corner of this tract;

THENCE, South 48 degrees 23 minutes 55 seconds East, a distance of 101.27 feet to a point for a corner of this tract;

THENCE, South 40 degrees 56 minutes 22 seconds East, a distance of 137.49 feet to a point for a corner of this tract;

THENCE, South 52 degrees 40 minutes 20 seconds West, at a distance of 38.97 feet passing a 1/8 inch steel rod set, a total distance of 78.97 feet to a 1/8 inch steel rod previously set for a corner of this tract, said corner being on the South line of Block 41, and North line of Block 67;

THENCE, North 89 degrees 48 minutes 00 seconds East, with the contiguous North line of Block 67, and South line of Block 41, a distance of 885.00 feet to the POINT OF BEGINNING and containing 25.970 acres of land, more or less.

Victor Banuelos

Victor Banuelos, R.P.L.S.

2015

Reg. No. 3880

Job No. 2943-16

July 27, 2016,



8)

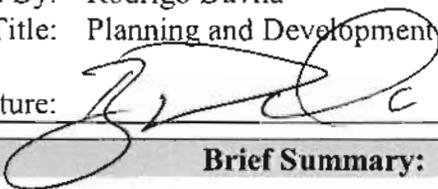
**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 19, 2016**

Agenda Item:

Public hearing and take action to consider an Ordinance on First Reading to rezone from Not Designated ("N") District to Residential, Single Family ("R-1") District for 5.0 acres out of Block 1, 1.0 acre out of Block 2, 4.87 acres out of Block 3, 3.84 acres out of Block 11, and 3.36 acres out of Block 14, Stuart Place Subdivision Survey 298; and Lot 1, Block 1, Wadkins Subdivision, all properties located south of Business 83 between Altas Palmas Road and Baker Potts Road.
Applicant: City of Harlingen

Prepared By: Rodrigo Davila
Title: Planning and Development Director

Signature: 

Brief Summary:

Project Timeline

- October 1, 2016 – 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
- October 12, 2016 – Public hearing was conducted by the Planning and Zoning Commission (P&Z). **The P&Z Commission recommended approval by a 3 to 0 vote.**
- October 19, 2016 – Public hearing and consideration of requested rezoning via 1st ordinance reading scheduled before the City Commission.
- November 2, 2016 – Pending approval of 1st ordinance reading, consideration of approval of 2nd ordinance reading scheduled before the City Commission.

Summary

- This is a City initiated rezoning to rezone the Not Designated ("N") District properties in the Harlingen Emerging West District. All of the subject properties were annexed into the city limits and zoned Not Designated ("N") District on November 2008. This City initiated rezoning is consistent with one of the goals of the Harlingen Comprehensive Plan, One Vision, One Harlingen, which is to zone all the Not Designated properties in the City. **(ATTACHMENT I-III).**
- The subject properties proposed for Residential, Single Family ("R-1") District are mostly developed with single family residential use; however, there is a lot that is vacant in agriculture use, and two lots with single family residential use and livestock on the property. The proposed rezoning is generally consistent with how the properties are currently developed **(ATTACHMENT III-V).**
- The surrounding properties are zoned General Retail ("GR") District to the north, and Residential, Single Family ("R-1") District to the east. South and west of the subject properties are outside the city limits. **(ATTACHMENT III).** Surrounding land use consists of commercial use to the north, and mostly single family residential use to the south, east, and single family residential use and vacant land in agriculture use to the west **(ATTACHMENT V).**

- The Future Land Use Plan (FLUP) component of the City of Harlingen Comprehensive Plan - One Vision, One Harlingen shows the subject properties proposed for R-1 District as low density residential; the request is consistent with the Future Land Use Plan and existing land use. (ATTACHMENT VI).
- To the present, the Planning and Zoning Department has received not received any objection from surrounding property owners to the requested rezoning.

Funding (if applicable):

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

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

Finance Director's approval: Yes No N/A

Staff Recommendation:

Staff recommends approval.

City Manager's approval: Yes No N/A

Comments:

City Attorney's approval: Yes No N/A

PUBLIC HEARING AND TAKE ACTION TO CONSIDER A REQUEST TO REZONE FROM NOT DESIGNATED ("N") DISTRICT TO RESIDENTIAL, SINGLE FAMILY ("R-1") DISTRICT FOR 5.0 ACRES OUT OF BLOCK 1, 1.0 ACRE OUT OF BLOCK 2, 4.87 ACRES OUT OF BLOCK 3, 3.84 ACRES OUT OF BLOCK 11, AND 3.36 ACRES OUT OF BLOCK 14, STUART PLACE SUBDIVISION SURVEY 298; AND LOT 1, BLOCK 1, WADKINS SUBDIVISION, ALL PROPERTIES LOCATED SOUTH OF BUSINESS 83 BETWEEN ALTAS PALMAS ROAD AND BAKER POTTS ROAD. APPLICANT: CITY OF HARLINGEN

Mr. Olivo summarized the following:

This is a City initiated rezoning to rezone the Not Designated ("N") District properties in the Harlingen Emerging West District. All of the subject properties were annexed into the city limits and zoned Not Designated ("N") District on November 2008. This City initiated rezoning is consistent with one of the goals of the Harlingen Comprehensive Plan, One Vision, One Harlingen, which is to zone all the Not Designated properties in the City.

The subject properties proposed for Residential, Single Family ("R-1") District are mostly developed with single family residential use; however, there is a lot that is vacant in agriculture use, and two lots with single family residential use and livestock on the property. The proposed rezoning is generally consistent with how the properties are currently developed.

The surrounding properties are zoned General Retail ("GR") District to the north, and Residential, Single Family ("R-1") District to the east. South and west of the subject properties are outside the city limits. Surrounding land use consists of commercial use to the north, and mostly single family residential use to the south, east, and single family residential use and vacant land in agriculture use to the west.

The Future Land Use Plan (FLUP) component of the City of Harlingen Comprehensive Plan - One Vision, One Harlingen shows the subject properties proposed for R-1 District as low density residential; the request is consistent with the Future Land Use Plan and existing land use.

To the present, the Planning and Zoning Department has not received any objection from surrounding property owners to the requested rezoning.

Staff recommends approval.

Mr. Olivo stated he was available to answer any questions.

Chrm. Peacock stated if there were any questions for the staff.

With no questions for staff, Chrm. Peacock opened the floor to a public hearing.

There were no comments. Chrm. Peacock closed the public hearing.

VChrm. Consiglio motioned to approve the request. Cmr. Wise seconded. The motion passed unanimously.

Attachment I

**CITY OF HARLINGEN PLANNING AND ZONING DIVISION
MASTER APPLICATION**

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address _____ Nearest Intersection _____
(Proposed) Subdivision Name See attached legal description Lot _____ Block _____
Existing Zoning Designation N Future Land Use Plan Designation Low Density Residential

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent City of Harlingen Phone 956.216.5101 FAX 956.216.5265
Email Address (for project correspondence only): Planning Dept.
Mailing Address 502 E. Tyler City Harlingen State TX Zip 78550
Property Owner City of Harlingen Phone _____ FAX _____
Email Address (for project correspondence only): _____
Mailing Address _____ City _____ State _____ Zip _____

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

- | | |
|---|--|
| <input type="checkbox"/> Annexation Request..... No Fee | <input type="checkbox"/> Preliminary Plat..... \$100.00 |
| <input type="checkbox"/> Administrative Appeal (ZBA)..... \$125.00 | <input type="checkbox"/> Final Plat..... \$50.00 |
| <input type="checkbox"/> Comp. Plan Amendment Request... \$250.00 | <input type="checkbox"/> Minor Plat..... \$100.00 |
| <input checked="" type="checkbox"/> Re-zoning Request..... \$250.00 | <input type="checkbox"/> Re-plat..... \$250.00 |
| <input type="checkbox"/> SUP Request/Renewal..... \$250.00 | <input type="checkbox"/> Vacating Plat..... \$50.00 |
| <input type="checkbox"/> Zoning Variance Request (ZBA)..... \$250.00 | <input type="checkbox"/> Development Plat..... \$100.00 |
| <input type="checkbox"/> PDD Request..... \$250.00 | <input type="checkbox"/> Subdivision Variance Request..... \$25.00 (each) |

Please provide a basic description of the proposed project: City Initiated Rezoning
of the described lot designated properties.

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

Applicant's Signature: [Signature] Date: 9-30-16
Property Owner(s) Signature: _____ Date: _____
Accepted by: _____ Date: _____

Attachment II

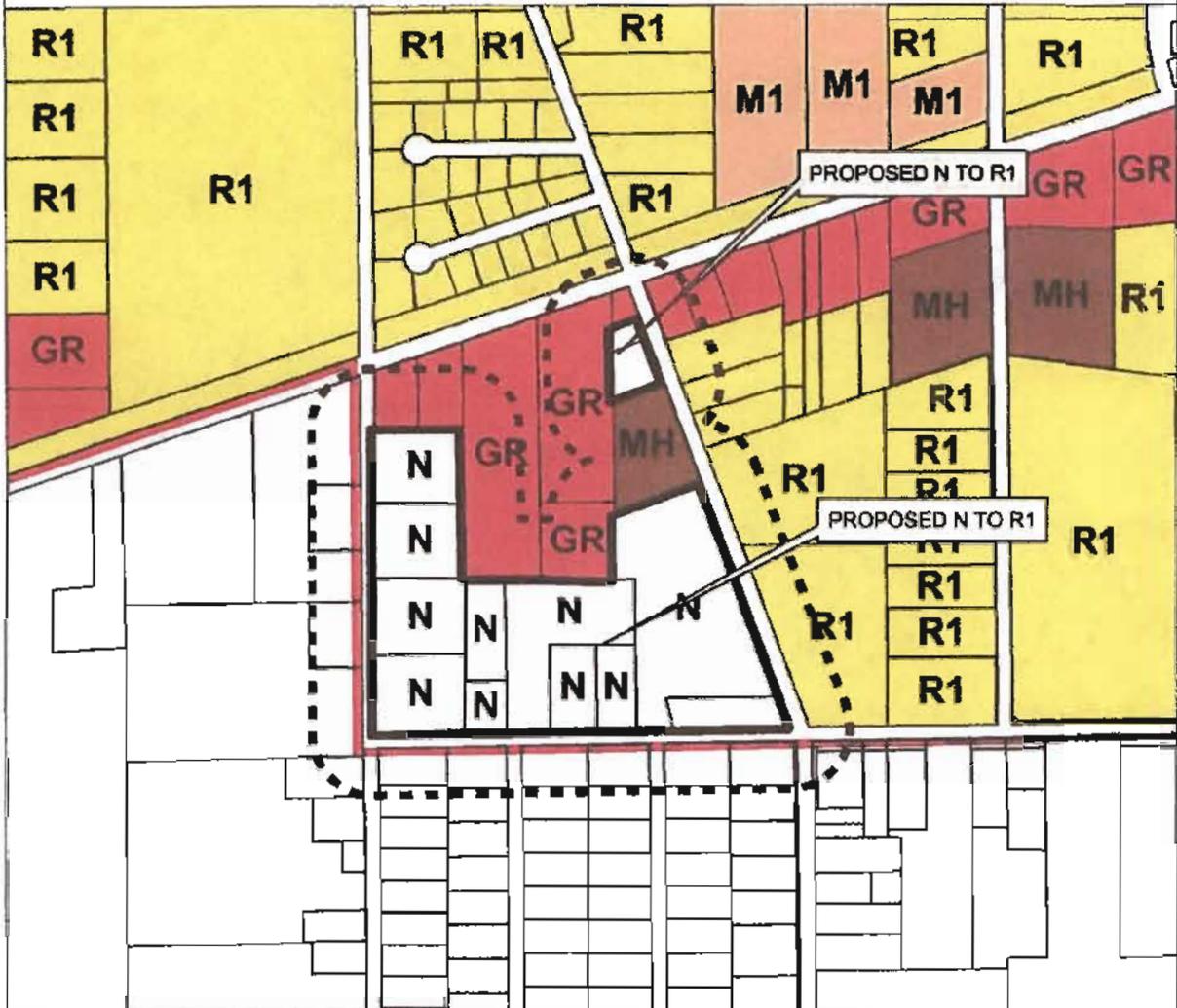
Legal Description

Request to rezone from Not Designated ("N") District to Residential, Single Family ("R-1") District for 5.0 acres out of Block 1, 1.0 acre out of Block 2, 4.87 acres out of Block 3, 3.84 acres out of Block 11, and 3.36 acres out of Block 14, Stuart Place Subdivision Survey 298; and Lot 1, Block 1, Wadkins Subdivision, all properties located south of Business 83 between Altas Palmas Road and Baker Potts Road. Applicant: City of Harlingen

Attachment III



Request to rezone from Not Designated ("N") District to Residential, Single Family ("R-1") District for 5.0 acres out of Block 1, 1.0 acre out of Block 2, 4.87 acres out of Block 3, 3.84 acres out of Block 11, and 3.36 acres out of Block 14, Stuart Place Subdivision Survey 298; and Lot 1, Block 1, Wadkins Subdivision, all properties located south of Business 83 between Atlas Palmas Road and Baker Potts Road. Applicant: City of Harlingen



Boundary lines

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

Zoning Designations

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

Scale

0 162.5 325
Feet

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Attachment IV

View from the west of the Properties proposed for R-1 District

Altas Palmas Road south of Business 83



Altas Palmas Road between Business 83 and Garrett Road



Attachment IV cont.

View from the East of the Properties proposed for R-1 District

NW corner of Garrett Road and Altas Palmas Road



Garrett Road between Altas Palmas and Baker Potts Road



Attachment IV cont.

View from the West of the Properties proposed for R-1 District

Baker Potts Road and Garrett Road



Baker Potts Road between Business 83 and Garrett Road



Attachment V

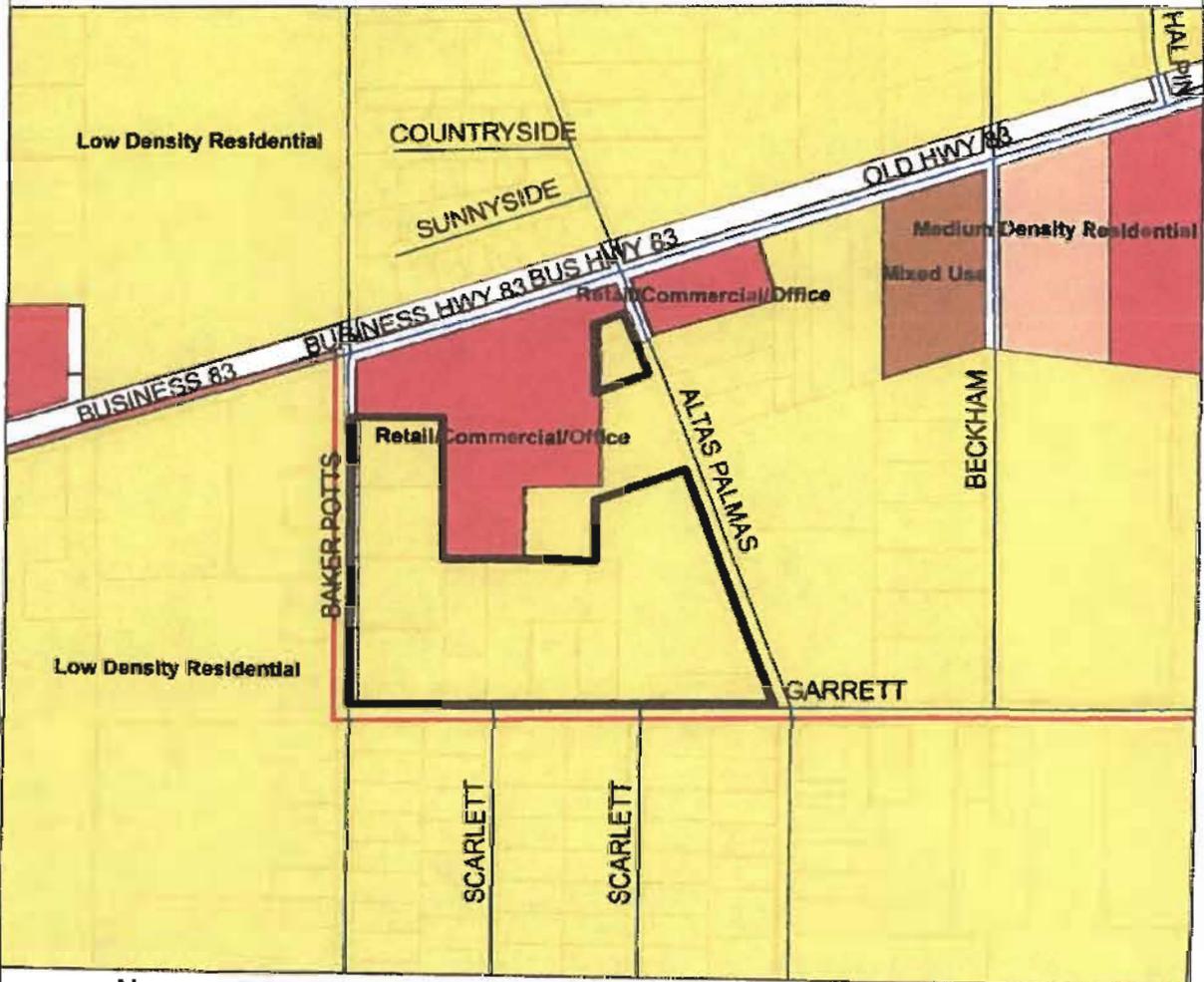


Attachment VI



Future Land Use Map

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



Future Land Use

Agricultural/Rural Residential	Institutional	Recreational/Open Space
Employment Center	Low Density Residential	Retail Regional
High Density Residential	(Medium Density Residential)	Retail/Commercial/Office
Industrial	(Mixed Use)	

Boundary lines

- Harlingen city limits.shp
- Subject Property

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ORDINANCE NO. 16 _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF HARLINGEN: REZONING FROM NOT DESIGNATED ("N") DISTRICT TO RESIDENTIAL, SINGLE FAMILY ("R-1") DISTRICT FOR 5.0 ACRES OUT OF BLOCK 1, 1.0 ACRE OUT OF BLOCK 2, 4.87 ACRES OUT OF BLOCK 3, 3.84 ACRES OUT OF BLOCK 11, AND 3.36 ACRES OUT OF BLOCK 14, STUART PLACE SUBDIVISION SURVEY 298; AND LOT 1, BLOCK 1, WADKINS SUBDIVISION, ALL PROPERTIES LOCATED SOUTH OF BUSINESS 83 BETWEEN ALTAS PALMAS ROAD AND BAKER POTTS ROAD.; PROVIDING FOR PUBLICATION AND ORDAINING OTHER MATTERS RELATED TO THE FOREGOING

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

BE IT ORDAINED BY THE CITY OF HARLINGEN

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

Rezoning from Not Designated (“N”) District to Residential, Single Family District (“R-1”) District for 5.0 acres out of Block 1, 1.0 acres out of Block 2, 4.87 acres out of Block 3, 3.84 acres out of Block 11, and 3.36 acres out of Block 14, Stuart Place Subdivision Survey 298; and Lot 1, Block 1, Wadkins Subdivision, located south of Business 83 between Altas Palmas Road and Baker Potts Road.

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

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

FINALLY ENACTED this _____ day of _____, 2016 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

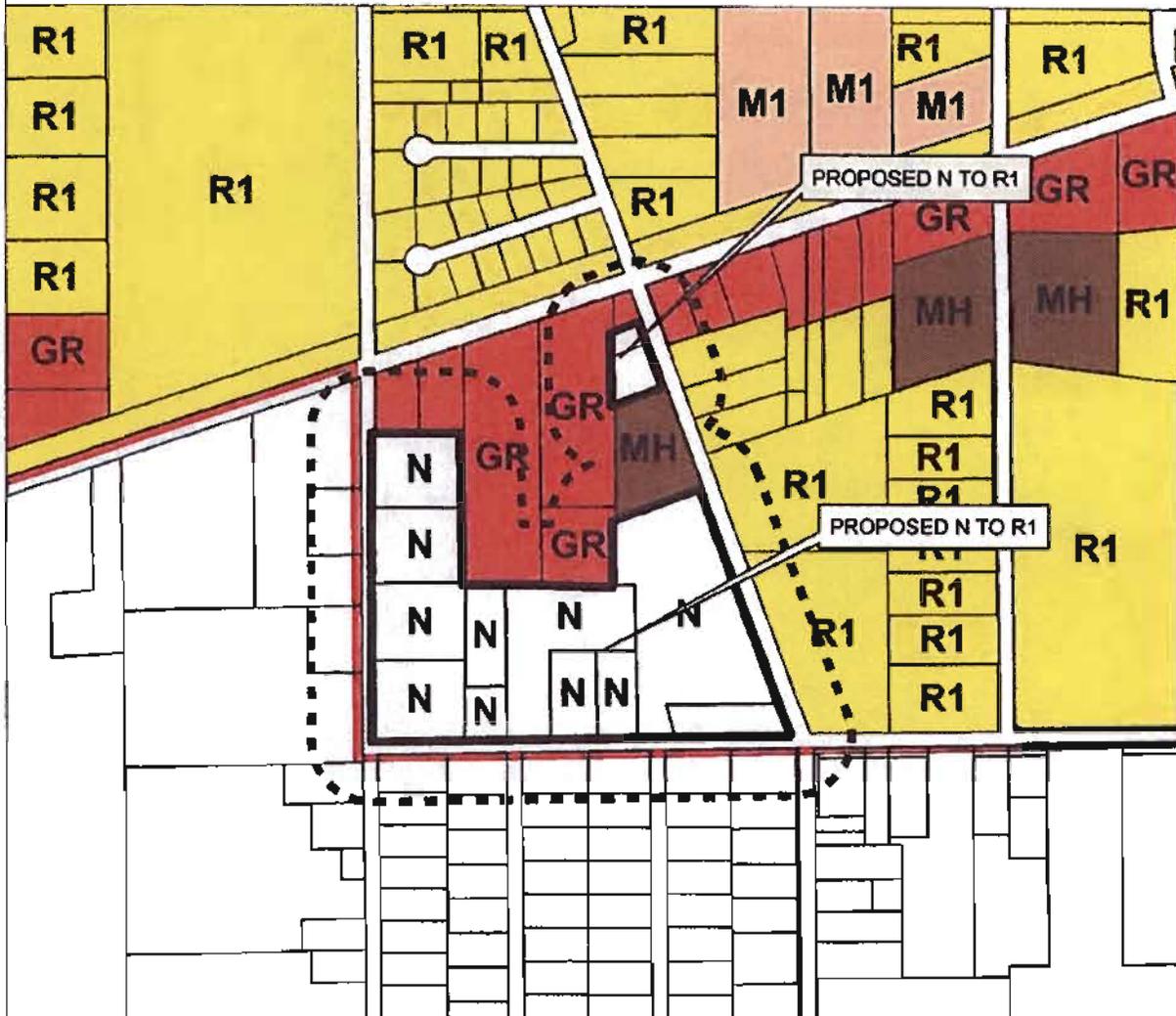
Chris Boswell, Mayor

ATTEST:

Amanda C. Elizondo, City Secretary



Request to rezone from Not Designated ("N") District to Residential, Single Family ("R-1") District for 5.0 acres out of Block 1, 1.0 acre out of Block 2, 4.87 acres out of Block 3, 3.84 acres out of Block 11, and 3.38 acres out of Block 14, Stuart Place Subdivision Survey 298; and Lot 1, Block 1, Wadkins Subdivision, all properties located south of Business 83 between Atlas Palmas Road and Baker Potts Road. Applicant: City of Harlingen



Boundary Lines

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

Zoning Designations

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

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9)

**AGENDA ITEM
EXECUTIVE SUMMARY**

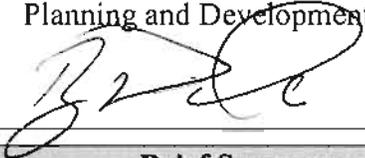
Meeting Date: **October 19, 2016**

Agenda Item:

Consider and take action to grant a variance request with regards to the 5 ft. sidewalk required on both sides of all interior streets of a subdivision within 1,000 feet of a school, and a variance request to install the required sidewalk for the interior streets from the time of curb and gutter to the time of construction, on the proposed Adam's Crossing Phase IV & V Subdivision, bearing a legal description of 19.362 acre tract out of Block 102, Harlingen Land and Water Company's Subdivision, located on the south side of Vinson Ave west of North 21st Street. Applicant: Jack Brown of Brown, Leal & Associates % Armando Elizarde.

Prepared By: Rodrigo Davila

Title: Planning and Development Director

Signature: 

Brief Summary:

Project Timeline

- September 2, 2016 – Original preliminary plat and final plat application submitted to the City.
- September 21, 2016 – Subdivision reviewed by the Subdivision Review Committee.
- September 22, 2016 – Letter sent to applicant outlining deficiencies; application deemed incomplete.
- September 28, 2016 – Application for variance submitted to the City (**ATTACHMENT I**).
- October 12, 2016 – Consideration of variance request by the Planning and Zoning Commission. **The P&Z Commission recommended to deny the variance request to not install the sidewalk on the interior streets, and alternately approve the variance to install the sidewalk at the time of construction by a 3 to 0 vote.**
- October 19, 2016 – Consideration of variance request by the City Commission.

Summary

- The developer is requesting a variance from the City of Harlingen Code of Ordinances Section 109-124(f) with regards to the 5 ft. sidewalk required on all streets within 1,000 feet of a school, or alternately to have a variance from completing the sidewalks at time of curb and gutter, before the subdivision gets recorded, to completing the sidewalks at time of construction, after the subdivision gets recorded; along with a subdivision note stating that sidewalks will be provided at time of construction.
- The proposed subdivision consists of 75 residential lots. The subject plat consists of two parallel streets that loop in two areas (**ATTACHMENT II**). The south end abuts the school property. In this subdivision sidewalks are required on Vinson Ave, and all sides of the interior streets; the developer is only proposing a sidewalk on Vinson Ave.
- Vinson Ave has curb and gutter along the whole street, excluding the front of an agricultural lot on the southeast corner of Vinson Ave and N 21 St. Half of the street is developed with Single Family homes and the other half is split between agricultural land and Multi Family apartments. N 21st itself is split into three sections and the City plans on having curb and gutter with sidewalks on both sides of the streets (**ATTACHMENT III**).

- In July 2015, Adam's Manor Subdivision was approved by the City Commission with the required sidewalks on Vinson Ave included. This Multi-Family subdivision is located down the street at the southwest corner of Vinson Ave and N 21st St. The Cornerstone Apartments also has sidewalks on Vinson Ave.
- The variance requests were reviewed by the Engineering Department. The Engineering Department is recommending denial to the variance request to install sidewalks, but has no objection to the variance request for the construction of the sidewalk at the time of construction.
- In accordance with Section 109-27(c) of the Harlingen Code of Ordinances, no variance shall be recommended unless the Planning and Zoning Commission finds:
 1. There are special circumstances or conditions affecting the land involved such that a strict application of the provisions of this chapter would deprive the applicant of the reasonable use of his land; and
 2. The variance is necessary for the preservation and enjoyment of a substantial property right of the applicant; and
 3. The granting of the variance will not be detrimental to the public health, safety, or welfare, or injurious to other property owners in the area; and
 4. The granting of the variance will not have the effect of preventing the orderly subdivision of other land in the area in accordance with this chapter.
- In addition, Section 109-27(d), states "Financial hardship to the subdivider, standing alone, shall not be deemed to constitute undue hardship."
- A 4/5ths vote of the City Commission shall be required to override a recommendation for/against the variance from P&Z Commission.

Funding (if applicable):

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

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

Finance Director's approval: Yes No N/A

Staff Recommendation:

Staff recommends disapproval of the variance request to not install the sidewalk:

1. The variance is a financial hardship, which does not constitute as undue hardship. There is no obstruction on the right-of-way within the subdivision which prevents the installation of the required sidewalks;
2. The City is a participant in the Safe Routes to School Program;
3. The City Engineering Department recommends denial of the variance; and
4. The requested variance conflicts with the findings required by Section 109-27(c) and (d)

Staff recommends approval of the variance request to allow sidewalk installation at time of construction as:

1. Complies with findings described in section 109-27(c);
2. The change from installing the required sidewalk at the time of curb and gutter to the time of construction may prevent the destruction of existing sidewalks; and

3. The City Engineering Department recommends approval of the variance to install sidewalk a the time of construction. (ATTACHMENT IV).

City Manager's approval:

Yes No N/A

Comments:

City Attorney's approval:

Yes No N/A

CONSIDER AND TAKE ACTION TO RECOMMEND TO THE CITY COMMISSION A VARIANCE REQUEST WITH REGARDS TO THE 5 FT. SIDEWALK REQUIRED ON BOTH SIDES OF ALL STREETS OF A SUBDIVISION WITHIN 1,000 FEET OF A SCHOOL, AND A VARIANCE REQUEST TO INSTALL THE REQUIRED SIDEWALK FROM THE TIME OF CURB AND GUTTER TO THE TIME OF CONSTRUCTION, ON THE PROPOSED ADAM'S CROSSING PHASE IV & V SUBDIVISION, BEARING A LEGAL DESCRIPTION OF 19.362 ACRE TRACT OUT OF BLOCK 102, HARLINGEN LAND AND WATER COMPANY'S SUBDIVISION, LOCATED ON THE SOUTH SIDE OF VINSON AVE WEST OF NORTH 21ST STREET. APPLICANT: JACK BROWN OF BROWN, LEAL & ASSOCIATES % ARMANDO ELIZARDE.

Mr. Molina summarized the following:

The developer is requesting a variance from the City of Harlingen Code of Ordinances Section 109-124(f) with regards to the 5 ft. sidewalk required on all streets within 1,000 feet of a school, or alternately to have a variance from completing the sidewalks at time of curb and gutter, before the subdivision gets recorded, to completing the sidewalks at time of construction, after the subdivision gets recorded; along with a subdivision note stating that sidewalks will be provided at time of construction.

The proposed subdivision consists of 75 residential lots. The subject plat consists of two parallel streets that loop in two areas. The south end abuts the school property. In this subdivision sidewalks are required on Vinson Ave, and all sides of the interior streets; the developer is only proposing a sidewalk on Vinson Ave.

Vinson Ave has curb and gutter along the whole street, excluding the front of an agricultural lot on the southeast corner of Vinson Ave and N 21 St. Half of the street is developed with Single Family homes and the other half is split between agricultural land and Multi Family apartments. N 21st itself is split into three sections and the City plans on having curb and gutter with sidewalks on both sides of the streets.

In November 2012, the Memorial Middle School was completed and is located on the northwest corner of Rio Hondo Rd and N 21st St. in May 2015, the New Health Professions School was completed and is located across the street from the middle school.

In July 2015, Adam's Manor Subdivision was approved by the City Commission with the required sidewalks on Vinson Ave included. This Multi-Family subdivision is located down the street at the southwest corner of Vinson Ave and N 21st St. The Cornerstone Apartments also has sidewalks on Vinson Ave.

In accordance with Section 109-27(c) of the Harlingen Code of Ordinances, no variance shall be recommended unless the Planning and Zoning Commission finds:

1. There are special circumstances or conditions affecting the land involved such that a strict application of the provisions of this chapter would deprive the applicant of the reasonable use of his land; and
2. The variance is necessary for the preservation and enjoyment of a substantial property right of the applicant; and

3. The granting of the variance will not be detrimental to the public health, safety, or welfare, or injurious to other property owners in the area; and
4. The granting of the variance will not have the effect of preventing the orderly subdivision of other land in the area in accordance with this chapter.

In addition, Section 109-27(d), states "Financial hardship to the subdivider, standing alone, shall not be deemed to constitute undue hardship."

A 4/5ths vote of the City Commission shall be required to override a recommendation for/or against the variance from P&Z Commission.

Staff recommends disapproval of the variance request to not install the sidewalk:

1. The variance is a financial hardship, which does not constitute as undue hardship. There is no obstruction on the right-of-way within the subdivision which prevents the installation of the required sidewalks;
2. The City is a participant in the Safe Routes to School Program;
3. The City Engineering Department recommends denial of the variance; and
4. The requested variance conflicts with the findings required by Section 109-27(c) and (d)

Staff recommends approval of the variance request to allow sidewalk installation at time of construction as:

1. Complies with findings described in section 109-27(c);
2. The change from installing the required sidewalk at the time of curb and gutter to the time of construction may prevent the destruction of existing sidewalks; and
3. The City Engineering Department recommends approval of the variance to install a sidewalk at the time of construction.

Mr. Molina stated he and the applicant were available to answer any questions.

Chrm. Peacock stated if there were any questions for the staff.

Cmr. Wolf asked if the cost is it conveyed to the purchaser of the land or the developer that pays for the sidewalk.

Mr. Molina replied the purchaser would have to install the sidewalk at the time of construction.

Jack Brown, Engineer, stated the variance request is not entirely financial and has no objection to the Safe Routes to School Programs. However, there are no sidewalks to the property north and south. Encouraging foot traffic where there are no existing sidewalks is not a good idea. If the requirement can be differed to the time of construction for homes it would prevent the sidewalks from being torn up at the time of home construction.

Cmr. Wolf asked if Adams Crossing 3 the Development to the northwest have any sidewalks along Vinson.

Mr. Brown replied there are no sidewalks at Adams Crossing 3 or Somerfield Estates except along 13th Street.

Armando Elizarde, Developer stated I am not against installing sidewalks but in the past 20 years sidewalks have not been in place. I have done several subdivisions in the surrounding area no

subdivision has been required to install interior sidewalks. The concern of the 1000 foot rule is it needs to be measured from the entrance of the subdivision; all of sudden to require them does not make sense. The City has no plan to tie into the sidewalks; it does not make sense to require the last subdivision to install sidewalks.

VChrm. Consiglio asked how wide are the streets.

Mr. Brown replied they are 37 feet wide except for the one connecting cross street which is 33 feet.

Mr. Elizarde stated Phase 1, 2 & 3 do not have sidewalks. We are willing to install sidewalks along Vinson but not on the interior lots. It is not part of a plan and it does not make sense.

VChrm. Consiglio stated the idea is to delay the interior sidewalks.

Mr. Molina stated the one along Vinson is required.

VChrm. Consiglio asked would sidewalks be delayed.

Mr. Molina replied yes, they will be installed at the time of construction.

Chrm. Peacock stated it would be up to the individual purchaser.

Mr. Molina replied correct.

Chrm. Peacock stated the City will agree to have sidewalks on Vinson but it will be up to the purchaser to pay for the sidewalk.

VChrm. Consiglio stated but all of the other neighborhoods do not have the sidewalk.

Mr. Molina stated none of the surrounding subdivisions have sidewalks within.

Chrm. Peacock stated the ordinance came after the subdivisions were made.

Mr. Molina stated the two schools are recent Adams Manor did not have interior streets; this is going to be the first one.

Mr. Elizarde stated Town & Country Estates across the street does not have any sidewalks. The ordinance has been there but it was not enforced. The City should come up with a master plan that makes sense to dictate where the sidewalks are required.

Mr. Molina stated the Comprehensive Plan requires the sidewalks in all the subdivisions and in all of the streets.

VChrm. Consiglio asked if the sidewalk is required off the curb or five feet away.

Mr. Molina replied Engineering wants it off the curb but it is not necessarily required.

Mr. Elizarde stated it does not make sense to require them five feet away because the post office complains that the delivery people cannot reach the mailbox and have to exit their trucks.

Mr. Molina stated the post office is now requesting cluster boxes so that is not a problem anymore.

Cmr. Wise asked why the ordinance was not enforced.

Mr. Olivo stated it varies the schools were not there until two or three years ago.

Mr. Elizarde stated the ordinance was adopted after the subdivisions.

Chrm. Peacock stated I don't know if it was or wasn't.

Mr. Elizarde replied it was but it was not being enforced.

Chrm. Peacock stated the sidewalk along Vinson should be required but regarding the ones on the interior: I am concerned with setting precedence, if you can postpone it to the time of construction. I do not see how you can object to it. Small sidewalk links are not expensive to the homeowners when done in pieces.

Cmr. Wise stated if he knew why it wasn't enforced he would have no objection to approve the variance request. As far as setting precedence, every developer is welcome to request the variance.

Cmr. Wise motioned to approve the request per staff recommendations. Cmr. Wolf seconded. The motion passed unanimously.

Attachment I—Application

CITY OF HARLINGEN PLANNING AND ZONING DIVISION MASTER APPLICATION

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address 2010 E. VINSON AVE Nearest Intersection 21ST STREET & VINSON
 (Proposed) Subdivision Name ADAMS CROSSING PHASE IV & V Lot _____ Block 102
 Existing Zoning Designation M2 Future Land Use Plan Designation SINGLE FAMILY

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent JACK L. BROWN Phone 956-428-4014 FAX 956-412-1832
 Email Address (for project correspondence only): jbrown@blengineer.com cc:kim@blengineer.com
 Mailing Address P.O. BOX 1308 City HARLINGEN State TX Zip 78550
 Property Owner ARMANDO ELIZARDE Phone 956-428-4014 FAX 956-412-1832
 Email Address (for project correspondence only): ELIZARDEHOMES@AOL.COM
 Mailing Address SAME AS ABOVE City _____ State _____ Zip _____

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

- | | |
|---|---|
| <input type="checkbox"/> Annexation Request..... <u>No Fee</u>
<input type="checkbox"/> Administrative Appeal (ZBA)..... <u>\$125.00</u>
<input type="checkbox"/> Comp. Plan Amendment Request... <u>\$250.00</u>
<input type="checkbox"/> Re-zoning Request..... <u>\$250.00</u>
<input type="checkbox"/> SUP Request/Renewal..... <u>\$250.00</u>
<input type="checkbox"/> Zoning Variance Request (ZBA)..... <u>\$250.00</u>
<input type="checkbox"/> PDD Request..... <u>\$250.00</u> | <input type="checkbox"/> Preliminary Plat..... <u>\$100.00</u>
<input type="checkbox"/> Final Plat..... <u>\$50.00</u>
<input type="checkbox"/> Minor Plat..... <u>\$100.00</u>
<input type="checkbox"/> Re-plat..... <u>\$250.00</u>
<input type="checkbox"/> Vacating Plat..... <u>\$50.00</u>
<input type="checkbox"/> Development Plat..... <u>\$100.00</u>
<input checked="" type="checkbox"/> Subdivision Variance Request..... <u>\$25.00 (each)</u> |
|---|---|

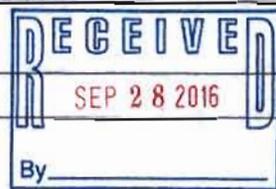
Please provide a basic description of the proposed project: PROPOSED 36 LOT SUBDIVISION (SINGLE FAMILY)

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: *Jack L. Brown* Date: 9/28/2016

Property Owner(s) Signature: _____ Date: _____

Accepted by: _____ Date: _____



Attachment I—Application

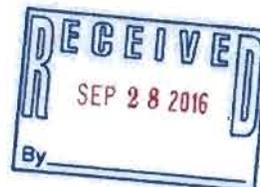
SUBDIVISION VARIANCE REQUEST SUBMITTAL CHECKLIST

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 Subdivision Ordinance.

Complete

- Variance requests must be submitted at the time the preliminary plat is submitted to the City. (Section 7.1)
 - A written statement describing the requested variance and an explanation of the special conditions that result in the unnecessary hardship for which the variance is requested.
 - Any other information (drawings, pictures, etc.) the applicant would like to submit in support of the subject request.
-
- I understand that the variance requested will not be scheduled for Planning and Zoning Commission review unless all items on this list are completed.
 - I understand that variances related to paving, curb, and gutter for subdivisions in the City limits cannot be granted
 - I understand that, in accordance with Section 7.1 of the Subdivision Ordinance, variances cannot be granted unless the Planning and Zoning Commission and/or City Commission finds that:
 - There are special circumstances or conditions affecting the land involved such that the strict application of the provisions of the Subdivision Ordinance would deprive the applicant of the reasonable use of his land; and
 - The variance is necessary for the preservation and enjoyment of a substantial property right of the applicant; and
 - The granting of the variance will not be detrimental to the public health, safety, welfare, or injurious to other property in the area; and
 - The granting of the variance will not have the effect of preventing the orderly subdivision of other land in the area in accordance with the provisions of the Subdivision Ordinance.
 - I understand that financial hardship, standing alone, shall not be deemed an undue hardship for which variance approval can be based.
 - I have read and understand in its entirety the City of Harlingen's Subdivision Ordinance and understand that the requirements of a variance request are subject to the terms and conditions therein.
 - I understand that while all requirements for the submittal of a variance request may be complete, the City Commission is the sole authority for the consideration and approval or denial of the request.
 - I understand that a 4/5-majority vote (a "super-majority") of the City Commission is required to reverse the decision of the Planning and Zoning Commission.

Owner: ARMANDO ELIZARDE Date: 9/28/2016
Owner Address: P.O. BOX 1308, HARLINGEN, TEXAS 78551
Phone/Fax: 956-412-1832
Signature: _____



Attachment I—Application

9/28/2016

Planning & Zoning Department
502 E. Tyler Avenue
Harlingen, Texas 78550

SUBJECT: ADAMS CROSSING PHASE IV & V

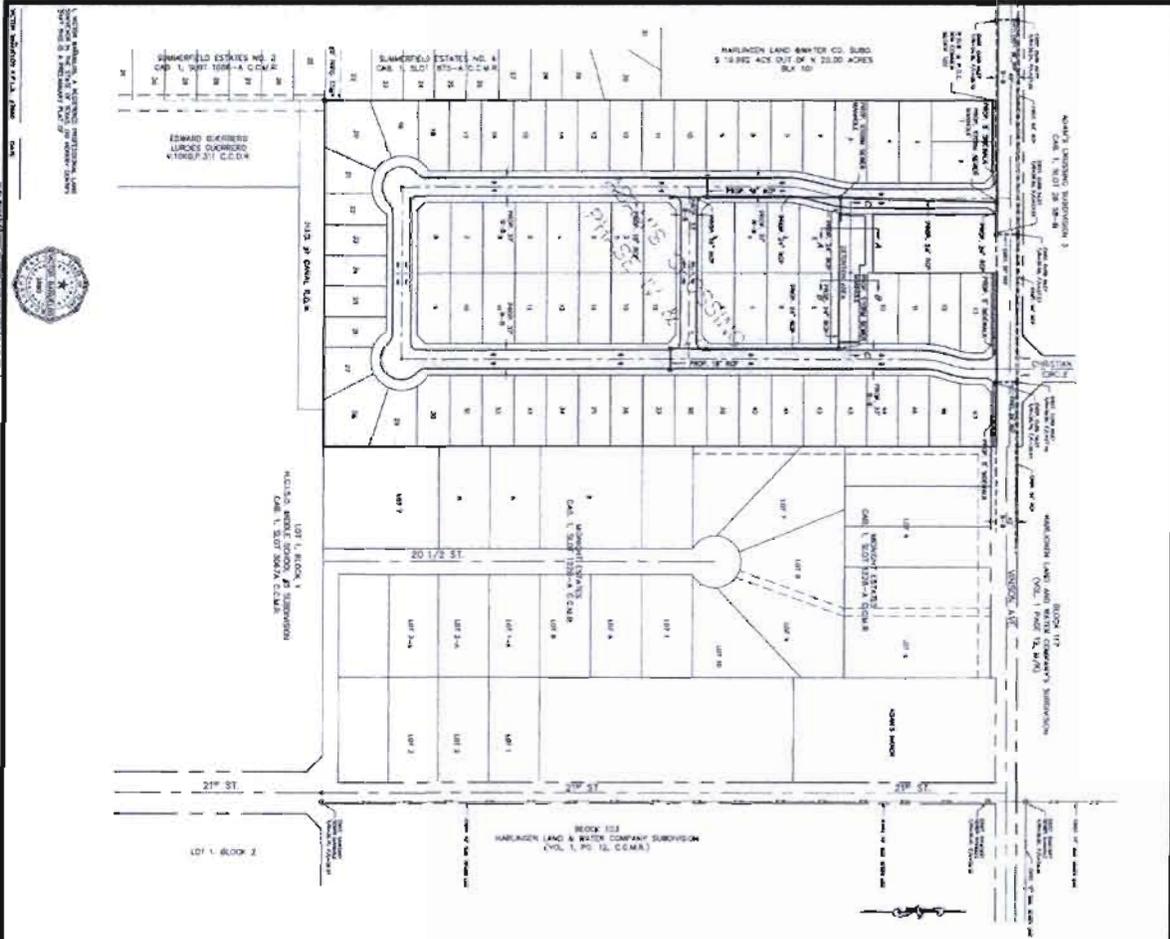
Re: VARIENCE REQUEST ON SIDEWALKS

We are asking for a variance on the 5' side walk along Vinson Avenue due to the following:

The requirement for a sidewalk within the subdivision is due to the fact that the subdivision is within 1000' of a school. Technically correct but there is no direct access from the subdivision to the school resulting in a pedestrian having to walk in the traffic lanes of Vinson Avenue and in 21st street. 21st street is a narrow rural section on which pedestrian traffic should be discouraged. The school has owned the property for over 20 years and was the owner when the adjacent subdivisions were constructed without sidewalks. A 5' sidewalk is proposed to be constructed along Vinson Avenue although it will be discontinuous and therefore not truly functional.

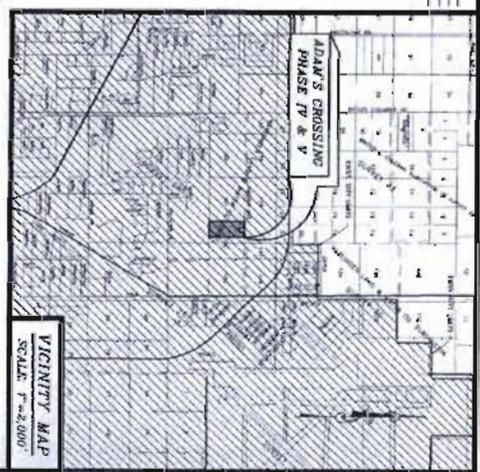
We are asking for no sidewalks within the subdivision except on Vinson Rd which will have sidewalks constructed. Alternatively if we are denied, we are asking that the sidewalks be constructed as the homes are built.

Attachment II—Proposed Subdivision



GENERAL NOTES:

1. THE SUBDIVISION IS SHOWN AS A PROPOSED SUBDIVISION AND IS SUBJECT TO THE REVIEW AND APPROVAL OF THE CITY ENGINEER AND THE BOARD OF SUPERVISORS.
2. THE SUBDIVISION IS SHOWN AS A PROPOSED SUBDIVISION AND IS SUBJECT TO THE REVIEW AND APPROVAL OF THE CITY ENGINEER AND THE BOARD OF SUPERVISORS.
3. THE SUBDIVISION IS SHOWN AS A PROPOSED SUBDIVISION AND IS SUBJECT TO THE REVIEW AND APPROVAL OF THE CITY ENGINEER AND THE BOARD OF SUPERVISORS.
4. THE SUBDIVISION IS SHOWN AS A PROPOSED SUBDIVISION AND IS SUBJECT TO THE REVIEW AND APPROVAL OF THE CITY ENGINEER AND THE BOARD OF SUPERVISORS.
5. THE SUBDIVISION IS SHOWN AS A PROPOSED SUBDIVISION AND IS SUBJECT TO THE REVIEW AND APPROVAL OF THE CITY ENGINEER AND THE BOARD OF SUPERVISORS.
6. THE SUBDIVISION IS SHOWN AS A PROPOSED SUBDIVISION AND IS SUBJECT TO THE REVIEW AND APPROVAL OF THE CITY ENGINEER AND THE BOARD OF SUPERVISORS.
7. THE SUBDIVISION IS SHOWN AS A PROPOSED SUBDIVISION AND IS SUBJECT TO THE REVIEW AND APPROVAL OF THE CITY ENGINEER AND THE BOARD OF SUPERVISORS.
8. THE SUBDIVISION IS SHOWN AS A PROPOSED SUBDIVISION AND IS SUBJECT TO THE REVIEW AND APPROVAL OF THE CITY ENGINEER AND THE BOARD OF SUPERVISORS.
9. THE SUBDIVISION IS SHOWN AS A PROPOSED SUBDIVISION AND IS SUBJECT TO THE REVIEW AND APPROVAL OF THE CITY ENGINEER AND THE BOARD OF SUPERVISORS.
10. THE SUBDIVISION IS SHOWN AS A PROPOSED SUBDIVISION AND IS SUBJECT TO THE REVIEW AND APPROVAL OF THE CITY ENGINEER AND THE BOARD OF SUPERVISORS.

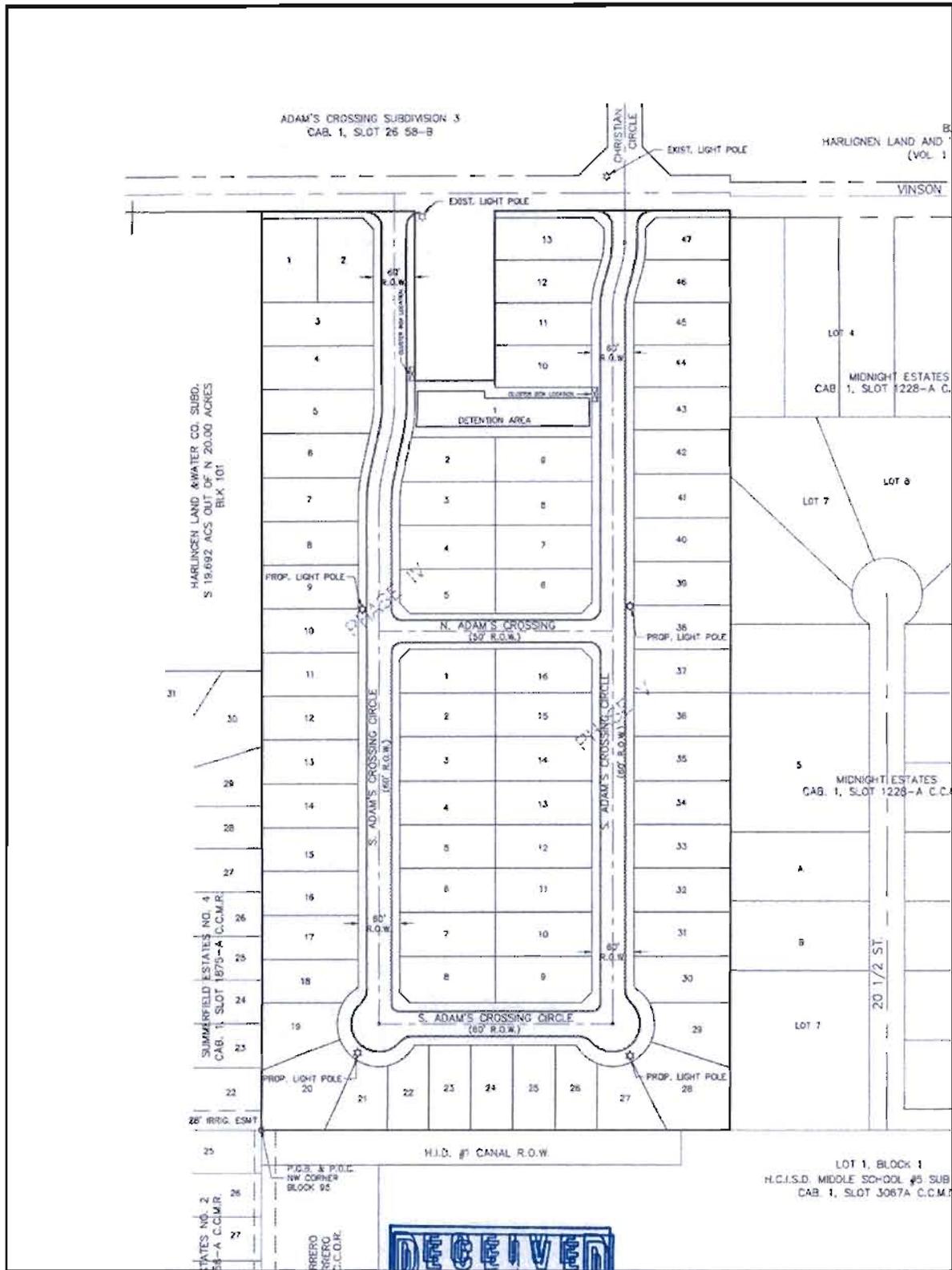


PAGE 1 OF 1
JOB NO. 10715-14

ADAM'S CROSSING PHASE IV & V
BROWN, LEAL & ASSOCIATES
Professional Engineers (No. 10715-14)



Attachment II—Proposed Subdivision



STREET LIGHTING PLAN
ADAM'S CROSSING PHASE IV & V

A 10.862 ACRE TRACT OF LAND, MORE OR LESS, OUT OF BLOCK NO. 102,
HARLINGEN LAND AND WATER COMPANY'S SUBDIVISION, CAMERON COUNTY,
TEXAS, RECORDED IN VOLUME 1, PAGE 12 OF THE CAMERON COUNTY MAP
RECORDS, CAMERON COUNTY, TEXAS.

SEPTEMBER 1, 2016

BROWN, LEAL & ASSOCIATES

Attachment III—Site Photos



Attachment IV—Engineering Department



Harlingen Engineering Department
502 E. Tyler Avenue
Harlingen, TX 78550
(956) 216-5290
(956) 430-8113 (fax)

October 7, 2016

Mr. Albert Molina
City Planner
Planning & Development Department
502 E. Tyler
Harlingen, Texas 78550

RE: Review of Adam's Crossing Subdivision Phase IV & V - Sidewalk Variance

Dear Mr. Molina:

We are in receipt of the sidewalk variance for Adam's Crossing Subdivision Phase IV & V. The Engineering Department has reviewed the request and the following comments are provided:

- The first request for a variance of sidewalk along Vinson Avenue is denied. While sidewalk might not be present at this time, Adam's Crossing (at the corner of Vinson & 21st Street) recorded in July 2015 has escrowed sidewalk along Vinson Road.
- The second request for the variance of sidewalk within the subdivision is denied. The schools along Rio Hondo Road and Phoenix Drive have recently been constructed (Memorial Middle School in 2013, Health Professions in 2015) and the surrounding subdivisions were already in existence with the exception of Adam's Manor. The Engineering Department has no objection to the 5' sidewalk being constructed at the time the houses are built.

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'Martha E. Viada', is written over a printed name and title.

Martha E. Viada, E.I.T., CFM
Engineer in Training

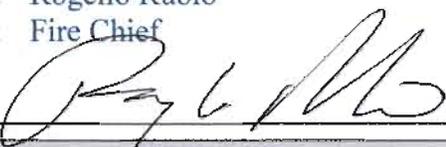
cc: Javier Zamora, P.E. CFM, City Engineer

10)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 19, 2015**

Agenda Item:
Consider and take action to approve or reject the renewed Fire Services Contract with Cameron County Emergency Services District No. 1 for FY 16/17

Prepared By (Print Name): Rogelio Rubio
Title: Fire Chief
Signature:  10-7-16

Brief Summary:
Annual review and proposed renewal of Fire Services Contract between the City of Harlingen and Cameron County ESD No.1. The proposed FY 2017 Fire Contract amount is \$208,232.40 and is an increase in revenue of \$93,412.03 over last year's fire service contract amount of \$114,820.37. This contract amount will be paid in quarterly installments of \$52,058.10 on or about the following dates: December 31st, March 31st, June 30th and Sept. 30th

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

Staff Recommendation:
Approve the proposed FY16/17 ESD No. 1 Fire Service Contract.

City Manager's approval: Yes No N/A

Comments:

City Attorney's approval: *ok, subject to correcting date in I.B.* Yes No N/A

main area of responsibility, such a designation does not limit the PROVIDER's duty to respond to other areas within the DISTRICT should the need arise; therefore, it is expressly agreed that when, in the judgment of the PROVIDER's Fire Chief, an emergency demands the response of the PROVIDER's firefighting services outside of Zone Number 2, the PROVIDER shall be obligated to respond.

C.

PROVIDER will conduct itself in conformity with the requirements and standards of emergency services (i.e., firefighting) provided in this State, in accordance with any applicable state standards; to this extent, the PROVIDER will perform all acts necessary to successfully fulfill the purpose of this Agreement and shall, at all times, faithfully, industriously and to the best of its abilities, experience and talents, perform all the duties that may be required of and from it pursuant to the express and implicit terms hereof and to the reasonable satisfaction of the DISTRICT.

D.

To confirm the ability of the PROVIDER to perform services required under this Agreement and to otherwise confirm compliance with the performance anticipated and required under this Agreement by the said PROVIDER, the DISTRICT reserves the right to have its consultant or any other authorized agent or employee (at the appropriate time) contact the PROVIDER and inspect the PROVIDER's facilities, equipment and personnel to confirm the provision of same and the adequacy of same (as regards the status of such equipment and facilities or the training of such personnel, as appropriate), in contemplation of reporting same to the Board Of Emergency Services Commissioners of the DISTRICT.

II.

COMPENSATION

A.

DISTRICT agrees to pay, subject to the availability of funds, the sum of **\$208,232.40** per year to the PROVIDER for firefighting services in the said unincorporated areas, generally designated in Paragraph I of this agreement; the DISTRICT agrees said sum is to be paid to the PROVIDER in quarterly installments of **\$52,058.10** on or about the following dates: December 31st, March 31st, June 30th and September 30th.

B.

It is agreed that as a condition precedent to payment, the PROVIDER shall provide to the DISTRICT a written report summarizing the services rendered to the DISTRICT during the term of this Contract, with all such reports (for each "fire call") describing the particular incident, in accordance with a standardized Fire Call Reporting Form, a copy of which is attached to this Contract (after the said Appendix), and all such reports shall be due by 2:00 p.m. on the tenth day of the next month after the date of the incident reported on that Form.

C.

However, notwithstanding the foregoing, PROVIDER shall not, in any event, be required to provide to the DISTRICT, or include in any such report, any privileged, confidential or private information regarding any patient or person for whom ambulance or emergency medical services have been provided, including but not limited to name, address, medical condition or treatment information, or any other information determined by PROVIDER to be protected from disclosure under any applicable federal or state law or regulation.

D.

It is, therefore, agreed that no payment (for the relevant quarter) of the foregoing compensation will be made, unless and until the said (required) report is tendered to the DISTRICT, in a timely manner (no later than the due date referred to above in paragraph B.), and in the event of a late tender of such report, the foregoing compensation will not be paid to the said PROVIDER for that quarter.

III.

TERM OF AGREEMENT

The term of the Agreement shall be one year, beginning **October 1, 2016, and ending September 30, 2017**, but the provisions of this Agreement shall survive the termination and/or expiration of this Agreement.

IV.

TERMINATION/RENEWAL

A.

This contract may be terminated at will by either party sixty days after the other party is sent written notice from the party desiring termination.

B.

If the PROVIDER does not intend to renew this Contract after the fiscal year covered by this Contract, the PROVIDER shall provide the DISTRICT with written notice of its intent to terminate, by United States Mail, return receipt requested, not later than June 1, 2016; this 120 day notice is required to allow the DISTRICT to have sufficient time to secure alternate firefighting services in such event.

C.

In the event the PROVIDER fails to notify the DISTRICT of its intention not to renew this Contract, the DISTRICT may assume and rely upon such assumption that the PROVIDER will renew this Contract upon the same terms and conditions set forth in this instrument.

D.

Should the PROVIDER intend to renegotiate this Contract, the DISTRICT shall be notified in writing of same by United States Mail, return receipt requested, not later than June 1, 2017; if such negotiations have not been completed on or before October 1, 2016, both the PROVIDER and the DISTRICT expressly agree to act in accordance with the terms and conditions of this Contract for a period of thirty days thereafter. If, during such time, both parties fail to negotiate a new contract, the said negotiation period shall terminate on the thirtieth (30th) day of said period; however, the contract obligations of both parties shall be extended for an additional thirty days beyond the end of the said negotiation period to allow the DISTRICT time to secure alternate firefighting services. At the end of this second negotiation period, this Contract shall terminate.

V.

ENTIRE AGREEMENT

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

VI.

LAW GOVERNING/VENUE

This Contract shall be governed by the laws of The State Of Texas and shall be performable in Cameron County, Texas.

VII.

ACT OF GOD EXCUSES PERFORMANCE

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

VIII.

EXCLUSIVITY

Pursuant to the authority vested in the Board Of Emergency Service Commissioners, the governing board (body) of the DISTRICT, the said PROVIDER is granted the exclusive right to and the exclusive responsibility for, during the term of this Agreement, the provision of all firefighting services, as defined above and as contemplated by this Contract, originating or occurring in the said Zone (Number 2) of the DISTRICT, regardless of the manner and method in which any request for such service is conveyed.

IX.

DISPUTE RESOLUTION

A.

ANY DISPUTE, CONTROVERSY OR CLAIM ARISING UNDER OR RELATING TO THIS AGREEMENT, WHETHER SOUNDING IN TORT OR UNDER CONTRACT OR STATUTE, OR THE BREACH, TERMINATION OR INVALIDITY THEREOF, SHALL BE RESOLVED (EXCEPT WHERE THE PARTIES HERETO RESOLVE ANY SUCH DISPUTE, CONTROVERSY OR CLAIM BY AGREEMENT) BY ARBITRATION ONLY (I.E., ANY SUCH DISPUTE, CONTROVERSY OR CLAIM WILL NOT BE RESOLVED BY OR THROUGH ANY COURT OR JUDICIAL PROCEEDING, AND FURTHER, THERE SHALL BE NO PRE-HEARING DISCOVERY, OR ANY APPEAL, EXCEPT [AS REGARDS THE APPEAL] AS PERMITTED UNDER THE RULES GOVERNING THE ARBITRATION), IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT, 9 U.S.C. § 1, et seq., AND THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION (THIS DOES NOT REQUIRE THE USE OF SUCH ASSOCIATION, AND SUCH RULES ARE ONLY PROCÉDURES FOR THE ARBITRATION, BUT THIS PROVISION DOES NOT AUTHORIZE ANY PRE-HEARING DISCOVERY OR ANY APPEAL WHATSOEVER, EXCEPT AS INDICATED ABOVE), USING ONE ARBITRATOR, TO BE SELECTED BY AGREEMENT OF THE PARTIES - SUCH ARBITRATION TO BE CONDUCTED IN BROWNSVILLE, CAMERON COUNTY, TEXAS, IN THE ENGLISH LANGUAGE - AND A JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.

B.

IF ANY PROCEEDING IS INITIATED TO RESOLVE A DISPUTE ARISING UNDER OR RELATING TO THIS AGREEMENT BY EITHER OF THE PARTIES HERETO, IT IS EXPRESSLY AGREED THAT THE "PREVAILING PARTY" (i.e., "that one of the parties to a suit who successfully prosecutes the action or successfully defends against it, prevailing on the main issue, even though not to the extent of his original contention." See Black's Law Dictionary 1325 [Rev. 4th ed. 1968] [Prevailing Party]) SHALL BE ENTITLED TO RECOVER FROM THE OTHER PARTY REASONABLE ATTORNEY FEES, COSTS AND EXPENSES, IN ADDITION TO ANY OTHER (INCLUDING BUT NOT LIMITED TO DECLARATORY, INJUNCTIVE OR MONETARY) RELIEF THAT MAY BE AWARDED.

X.

INSURANCE

The aforesaid PROVIDER is required to notify, in writing, the DISTRICT if it (the PROVIDER) has any liability insurance

whatsoever, in the unlikely event of any claim arising against the PROVIDER, in connection with the PROVIDER's provision of emergency services in the pertinent Fire Protection/Ambulance Service Zone.

XI.

WARRANTIES OR REPRESENTATIONS

THE PARTIES TO THIS AGREEMENT SPECIFICALLY ACKNOWLEDGE THAT NO WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER IS BEING MADE BY EITHER PARTY IN CONNECTION WITH THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT, except as is set forth in this instrument.

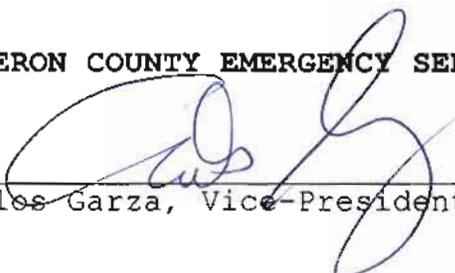
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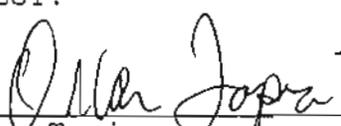
Executed in duplicate by the President of the Cameron County Emergency Services District No. 1 and the Mayor of the City of Harlingen, who are duly authorized to represent and bind said DISTRICT and PROVIDER, respectively, to the terms and conditions of this Contract, as set forth above, on this 28th day of September, 2016.

CAMERON COUNTY EMERGENCY SERVICES DISTRICT NO. 1



Carlos Garza, Vice-President

ATTEST:



Oscar Tapia
Secretary/Treasurer

CITY OF HARLINGEN

Chris Boswell
Mayor

ATTEST:

Amanda Elizondo
City Secretary

Appendix Performance Statement

Service Provider shall, in connection with firefighting, and if applicable, emergency medical services within the Cameron County Emergency Services District No. 1:

1. Assure fire prevention, firefighting and medical assistance personnel are properly trained and qualified for the levels of service required herein.
2. Assure that adequate qualified personnel are available in order to respond to fire and medical assist calls.
3. Assure that the fire and/or EMS department has adequate liability insurance as required by the State and provide a copy of same.
4. Provide adequate fully equipped and operational firefighting vehicles and equipment to respond to each fire call with a minimum response time.
5. Provide a departmental fiscal year operating budget that shows financial responsibility so as to adequately fund the personnel and equipment needs of the fire and/ or EMS department.
6. Prepare and submit such financial, administrative and narrative reports and other information as required, including but not limited to: A monthly narrative report of fire call activities, as of each month.
7. Provide routine (minor) maintenance of facilities, buildings and grounds, within their capabilities and to keep buildings and grounds clean and neat at all times.
8. Provide a sufficient number of volunteer and/ or paid firefighters to adequately provide fire protection to the District; the firefighters shall be trained in accordance with the minimum standards of the State Fireman's and Fire Marshal's Association of Texas, or the Texas Commission on Fire Protection.
9. Establish criteria and conduct a background check to preclude persons who have criminal histories that may be detrimental to the mission of the Department;
10. Maintain written standard operating procedures for the operation of the Department;
11. Maintain job descriptions outlining the responsibilities of members and employees;
12. Comply with the National Fire Protection Association Standards, insofar as possible, and all applicable state and federal statutes and rules;
13. Firefighters operating at hazardous material incidents are qualified, in accordance with the Occupational Safety and Health Administration (OSHA)1901.120;
14. Keep records and reports of all emergency calls as they pertain to the designated Zone and provide a summary of the same;
15. That the City Manager of a City Fire and/or EMS Department or his designee shall be the liaison with the District.
16. That the Fire Chief or EMS Director and/ or the President of a 501 (c) (3) Volunteer Fire Department, or his designee, shall be the liaison with the District.
17. Participate in fire and/or EMS Injury and Illness prevention education and training program activities such as CPR, AED, etc., when possible.
18. Provide additional protection coverage in the District by responding to a mutual aid call as part of a mutual aid agreement.
19. Participate with the Cameron County Fire Marshal's Office and provide documentation when applicable for monitoring or conducting a site review.

CAMERON COUNTY EMERGENCY SERVICES DISTRICT NO. 1
CCESD FIRE CALL REPORTING FORM
(Effective October 1, 2009)

Date: ----- Time: -----

Fire Department Name: -----

CCESD Fire Zone Assigned (By Contract) To That Fire Department: -----

* * *

Type of Call (in accordance with the Appendix to the respective CCESD Firefighting Contract, a copy of the Appendix being attached to this Form):

Category: Fires/Rescues/Environmental Responses/Miscellaneous
(Circle one)

Number (e.g., B 6, A 2): -----

* * *

Location Of Fire/Rescue/Environmental Response/Etc. (Giving street or similar address and CCESD Fire Zone #):

Nature of Incident: -----

Number Of Apparatus/Trucks Responding (of the said Fire Department): -----

Number Of Personnel Responding (of the said Fire Department): -----

Amount Of Time On The Scene (of the said Fire Department): -----

Call Description/Narrative: -----

Notification Of Incident By (e.g., 9-1-1 or municipal dispatcher, sheriff, police, state law enforcement, federal law enforcement, EMS service, or other sources): -----

* * *

I hereby certify, under penalties of perjury, that (1) the information set forth in this Form is true and correct, to the best of my knowledge and belief, in all particulars, (2) this form is accompanied by the Department's standard and legally required "fire incident" report, (3) CCESD is entitled to audit and review this report (as required by CCESD), and (4) the above (i.e., claimed) fire call was within the appropriate CCESD Fire Zone for this Fire Department (which is the appropriate Fire Department to respond to that fire call).

Fire Chiefs Signature: ----- (Printed Name): ----- Dated: -----

Approved _____ Denied _____ (reason for denial follows) _____

Reviewed by: ----- Date: -----

(This Fire Call Reporting Form is confirmed and augmented by the "fire incident" report required by law that is to be submitted with this Form).

(If more space is required, use additional sheets of paper and attach the same to this Form).

APPENDIX

(To CCESD Firefighter Contracts)

The following items or categories, pursuant to the preceding CCESD- PROVIDER Contract (for "firefighting services"), are considered to be a "covered" and compensable "fire call" that is to be undertaken, as appropriate (based on the zone of coverage at issue and within the discretion of PROVIDER), by PROVIDER, which shall parallel the Fire Department Call Report that, along with this Appendix and the foregoing Contract, is approved by CCESD:

A. FIRES

1. Structure Fire
2. Grass Fire
3. Vehicle Fire
4. Utility Pole Fire
5. Tree Fire
6. Trash Fire
7. Brush Fire

B. RESCUES

1. Aircraft Crash/Down
2. Drowning
3. Bee attack (rescue only)
4. Water Rescue (flood or beach)
5. Heavy Rescue (building collapse, farm or industrial equipment)
6. Motor Vehicle Accident Extrication/Scene Safety

C. ENVIRONMENTAL RESPONSES

1. Motor Vehicle Accident "Spill Clean-up"
2. Gas leak/odor
3. Power lines down
4. Haz-Mat Response
5. Removal of trees on roadway

D. MISCELLANEOUS

1. Automatic Alarm Response

- * In the event of any questions about the terms in this Appendix, the County Fire Marshal will attempt to "rule" on the propriety of the claimed "fire call," administratively, in accordance with the terms of this Appendix and the Contract (between CCESD and PROVIDER), in consultation with the CCESD Administrator and the CCESD Counsel, it being anticipated that only emergency situations are to be addressed under the said Contract and this Appendix, involving (for example) injury to people or property, loss of life or property, or disasters, accidents, storms, explosions and so forth.

11)

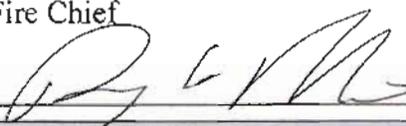
**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 19, 2016**

Agenda Item:

Consider and take action to approve the Fire Protection Service Contract with the City of Combes, as authorized by signature of the Mayor of the City of Harlingen.

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

Signature: 

Brief Summary:

The rate for Fire Protection Services for the city of Combes is .10 cents per \$100.00 valuation based on that City's 2016 Certified Net Taxable Value. After review by their City Council, the City of Combes has signed the Fire Protection Service Contract in agreement with the stated provisions. Approval of this contract ensures that fire protection services will continue to this community for the agreed upon compensation of \$ 83,599.40 for FY 16/17 payable in quarterly installments of \$20,899.85 on the following dates: Dec. 31st 2016, Mar. 31st 2017, Jun 30th 2017 and Sept. 30th 2017.

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:

Recommend that the City of Harlingen approve the FY 2016/2017 Fire Protection Service Contract as agreed upon with the City of Combes.

City Manager's approval: Yes No N/A

Comments:

City Attorney's approval: Yes No N/A

THE STATE OF TEXAS

COUNTY OF CAMERON

FIRE PROTECTION SERVICE CONTRACT

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

I.
CONTRACT

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

II.
PROVISIONS OF CONTRACT

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

III.
COMPENSATION

The rate for fire fighting services is determined from the total appraised taxable value of all property within the City of Combes at the rate of .10 cents per \$100.00 valuation. Combes agrees to pay Harlingen the sum of \$83,599.40 for fiscal year 16/17 based on the current appraised taxable value, in quarterly installments of \$20,899.85 on the following dates: December 31st, March 31st, June 30th, and September 30th for fire fighting services. Combes agrees to indemnify and hold harmless the City of Harlingen and all of its employees or officers pursuant to the provisions of Section 791.001, et. seq., Gov't Code, throughout the term of this contract. Any failure of Combes to pay such sums billed by HARLINGEN or any additional breach of the terms hereof shall be considered a breach of the contract and this contract may be terminated immediately at HARLINGEN'S option, and HARLINGEN may sue for any unpaid sums due under the contract in a Court of appropriate jurisdiction in Cameron County, Texas.

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

IV.
OBLIGATION TO RESPOND

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

V.
TERMS OF AGREEMENT

The terms of the agreement shall be one year, beginning October 1, 2016, and ending September 30, 2017.

VI.
TERMINATION OF RENEWAL

Either party may terminate this contract sixty days after the other party is sent written notice from the party desiring termination by United States Mail, return receipt requested. If Combes does not intend to renew this agreement after the final year covered by this contract, Combes shall provide Harlingen written notice of its intent to terminate by United States Mail, return receipt requested, not later than the first of July 2017.

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

Should Combes intend to renegotiate this contract, Harlingen shall be notified in writing by United States Mail, return receipt requested, not later than the first of July prior to the fiscal year, which begins on October 1, 2016. If such negotiations have not been completed on or before the beginning of that fiscal year, both Harlingen and Combes expressly agree to act in accordance with the terms and conditions of this contract for a period of thirty days. If during such time both parties fail to negotiate a new contract, the negotiation period shall terminate at the end of the thirtieth (30th) day of said period. However, the contract obligations of both parties shall be extended an additional thirty-day period beyond the end of the negotiation period to allow Combes time to secure alternate fire fighting services. At the end of this second period, this contract shall terminate. During these extensions beyond the Contract period, Combes shall pay Harlingen at the rate set out in this contract.

VII.
ENTIRE AGREEMENT

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

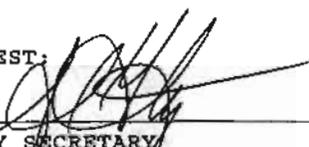
VIII.
"ACT OF GOD EXCUSES PERFORMANCE"

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

Executed in duplicate by the Mayor of Combes and the Mayor of the City of Harlingen, duly authorized to represent and bind said cities to the terms and conditions of the contract, as set forth below, on the 26th day of September 2016.

CITY OF HARLINGEN, TEXAS

BY _____
Chris Boswell, Mayor

ATTEST: 

CITY SECRETARY

TOWN OF COMBES, TEXAS

BY 
Marco Sanchez, Mayor

ATTEST:

CITY SECRETARY

12)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 19, 2016**

Agenda Item:

Consider and take action to approve an Inter-local Agreement between the City of Harlingen and Harlingen Independent School District for the funding, maintenance, use and operation of two all-inclusive playground structures to be constructed at Victor and Pendleton Park.
Applicant: City of Harlingen.

Prepared By: Javier Mendez
Title: Director of Parks and Recreation
Signature: *[Handwritten Signature]*

Brief Summary:

Summary

The City and the School District (HCISD) staff have met on several occasions and have discussed possible partnership opportunities, where together we would finance and construct two all-inclusive playgrounds on city park land and allow the District to use it for their Special Education Program. We feel that this project has a huge benefit to the district, the city and our community, by providing a place where children with special needs can interact with their peers, siblings and family. HCISD has agreed to contribute \$400,000 towards two playground structures, which will be installed at Pendleton Park and Victor Park. The City has committed the other half, up to \$400,000 for the two playground, plus would provide the land, and maintenance of the structures and surrounding areas. The District shall have exclusive use of the All-Inclusive Playground facility during school hours for District's Social Skills and Recreation Program, which is part of District's special education curriculum. Exclusive use of the All-Inclusive playground by the District shall require scheduling through City's Parks and Recreation Department at least 30 days prior to scheduled event.

Funding (if applicable):

Are funds specifically designated in the current budget for the full amount for this purpose? Yes No N/A

Finance Director's approval: Yes No N/A

Staff Recommendation:

Staff recommends approval of the Inter-local agreement.

City Manager's approval: Yes No

Comments:

City Attorney's approval: Yes No N/A

THE STATE OF TEXAS
COUNTY OF CAMERON

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF HARLINGEN
AND THE HARLINGEN CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
FOR THE CONSTRUCTION AND USE OF ALL-INCLUSIVE PLAYGROUND
FACILITIES AT VICTOR PARK AND PENDLETON PARK**

This Agreement (“Agreement”) is by and between the CITY OF HARLINGEN, a Home Rule Municipal Corporation situated in Cameron County, Texas, and acting herein by and through its duly authorized City Manager, hereinafter designated as “CITY”, having its principal Administrative offices at 118 E. Tyler Street, Harlingen, Texas 78550, and the HARLINGEN CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, acting herein by and through its duly authorized Superintendent of Schools, hereinafter designated as “DISTRICT”, having its principal Administrative offices at 407 N. 77 Sunshine Strip, Harlingen, Texas 78550.

WITNESSETH:

WHEREAS, Chapter 791 of the Texas Government Code, also known as the “Interlocal Cooperation Act”, authorizes local governments to contract with each other to perform governmental functions and services in accordance with this Chapter; and,

WHEREAS, Governmental functions and services means all or part of a function or service set out in Section 791.003 of the Inter-local Corporation Act, including public health and welfare, parks and recreation, and museum services; and,

WHEREAS, CITY proposes to develop two new all-inclusive playground facilities for special needs children in Victor Park and Pendleton Park; and,

WHEREAS, DISTRICT wishes to participate with CITY in the funding, design and construction of the all-inclusive playground facilities in Victor Park and Pendleton Park, in exchange for use of the All-Inclusive Playground during school hours to meet the needs of DISTRICT’S Social Skills and Recreation Program as part of DISTRICT’S Special Education Curriculum; and,

WHEREAS, CITY seeks to provide a service to the community and DISTRICT seeks to provide services to its students which each party to the Agreement is authorized to perform individually; and,

WHEREAS, DISTRICT and CITY each represent themselves and are duly authorized to enter into this Agreement;

NOW, THEREFORE, in consideration of the recitals, and mutual covenants, made by DISTRICT and CITY to be respectfully kept and performed, the parties agree as follows:

**SECTION I.
PURPOSE**

The purpose of this agreement is to establish the responsibilities of CITY and DISTRICT regarding the funding contribution, design, construction, use, and maintenance of all-inclusive playground facilities at Victor Park and Pendleton Park

**SECTION II.
COST OF FACILITIES**

CITY and DISTRICT shall participate equally together in funding the Facilities. DISTRICT shall contribute up to a total of FOUR HUNDRED THOUSAND AND NO/100's DOLLARS (\$400,000.00) to the project. Funds shall be payable by DISTRICT upon completion of construction *or* upon receipt from City for progress billings.

**SECTION III.
USE OF FACILITIES BY DISTRICT**

DISTRICT shall have exclusive use of the All-Inclusive Playground facility during school hours for DISTRICT'S Social Skills and Recreation Program, which is part of DISTRICT's special education curriculum. Exclusive use of the All-Inclusive playground by the DISTRICT shall require scheduling through CITY's Parks and Recreation Department at least 30 days prior to scheduled event.

**SECTION IV.
DESIGN OF FACILITIES**

CITY and DISTRICT shall participate together in the design and construction of the Facilities. The Facilities shall be designed and constructed in accordance with all applicable federal, State and local requirements.

**SECTION V.
TERM**

This Agreement shall be for a term of twenty-five (25) years. The Agreement shall begin on the 1st day of November 2016 and shall expire October 31, 2041.

**SECTION VI.
FACILITY MAINTENANCE AND OPERATION**

CITY agrees to maintain and operate the park and improvements according to acceptable standards and to bear any and all costs associated with the operations.

**SECTION VII.
ADDITIONAL FACILITIES**

In the event CITY makes additional improvements, CITY agrees, at its sole cost and expense, to be responsible for all maintenance and repairs of such improvements during the term of this Agreement. Prior to making any physical building and site improvements on the property, written mutual agreement is required by both the CITY and DISTRICT for construction and design of proposed improvements.

**SECTION VIII.
PAYMENTS FROM CURRENT REVENUES**

CITY and DISTRICT agree and specify that they are paying for the performance of these governmental services from current revenues available to each paying party.

**SECTION IX.
INSURANCE**

DISTRICT agrees to have in place and maintain insurance policy limits for all students, faculty and volunteers from its Special Education Department as required by State law while utilizing the facility. CITY agrees to have in place and maintain the standard insurances policy limits for related activities under this Agreement. Each party shall provide the other with satisfactory documentation of insurance coverage.

**SECTION X.
MODIFICATION OF AGREEMENT**

The terms and conditions of the Agreement may be modified at any time by the mutual consent of both parties in writing and signed by duly authorized representatives of both parties.

**SECTION XI.
WRITTEN NOTICE**

Unless otherwise specified, written notice will be deemed to have been duly served if delivered in person to the individuals listed below or if it is delivered or sent by certified mail, return receipt requested, to the business address below. Each party may change its business address upon thirty (30) days written notice to the other party.

CITY: City Manager
City of Harlingen
118 E. Tyler Street
Harlingen, Texas 78550
Ph: (956) 216-5100

DISTRICT: Superintendent of Schools
Harlingen Consolidated Ind. School District
407 N. 77 Sunshine Strip
Harlingen, Texas 78550
Ph: (956) 430-9500

**SECTION XII.
WAIVER**

Failure of any party, at any time, to enforce a provision of this Agreement, in no way constitutes a waiver of that provision, nor in anyway affects the validity of this Agreement, any part of this Agreement, or the right of the party thereafter to enforce each and every provision of this Agreement. No term of this Agreement will be deemed waived or breach excused unless such waiver is in writing and signed by the party claiming to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

**SECTION XIII.
INVALIDITY**

If any portion of this Agreement is held invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired. The parties will use their best efforts to replace the respective provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

**SECTION XIV.
ENTIRE AGREEMENT**

It is understood this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent or employee of **DISTRICT** or **CITY**, either before or after the execution of this Agreement, affects or modifies any terms or obligations of this Agreement.

**SECTION XV.
CHOICE OF LAW, PLACE OF
PERFORMANCE AND JURISDICTION**

This Agreement is governed by the laws of the State of Texas. Performance of this Agreement is in Cameron County, Texas. **CITY** and **DISTRICT** agree, to the extent of the

Constitution and laws of the State of Texas, all suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be in the courts of Cameron County, Texas.

**SECTION XVI.
FORCE MAJEURE**

Neither CITY nor DISTRICT shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control, including Acts of God, Government restrictions, wars, insurrections, natural disasters or other emergencies as declared by Federal, State or County agencies or departments and/or any other cause beyond the reasonable control of the party whose performance is affected. If performance of any obligation of either party is prevented or rendered impracticable or infeasible as discussed in this paragraph, it is understood and agreed that there shall be no claim for damages against the obligated party for failure to perform its obligations under this Agreement.

**SECTION XVII.
AUTHORITY**

Each party has full power and authority to enter into and perform under this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement represent that they have authorization to sign on behalf of their respective entities.

**SECTION XVIII.
NO THIRD PARTY BENEFICIARY**

This Agreement inures to the benefit of and obligates only the parties executing it. No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it. The parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this Agreement.

**SECTION XIX.
IMMUNITIES**

The parties hereto desire to preserve all immunities granted to the parties by the Constitution and Statutes of the State of Texas. Any provisions of this Agreement deemed to invalidate or diminish such immunities is hereby agreed between the parties to be null and void.

**SECTION XX.
NO JOINT VENTURE**

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers or any other similar such relationship between the parties hereto.

**SECTION XXI.
AGREEMENT READ AND AUTHORIZED**

Each party acknowledges that it has read, understands, and intends to be bound by the terms and conditions of this Agreement and further certifies that this Agreement has been authorized by the governing body of each Party to the Agreement.

CITY and DISTRICT, through their duly appointed agents, have executed this agreement in duplicate originals.

City of Harlingen on the _____ day of _____, 2016.

Dan Serna, City Manager

Attest:

Amanda Elizondo, City Secretary

Harlingen Consolidated Independent School District on the _____ day of _____,
2016.

Dr. Arturo Cavazos, Superintendent of Schools

Attest:

Secretary, Board of Trustees

City of Harlingen
Destination Playground
Inclusive Play



Anafie L. (Amy) Koppel
 Memorial Playground

Anafie L. (Amy) Koppel
 Memorial Playground



Tuned Drums
 7' x 7' x 7' x 7'



Griffith



Marry



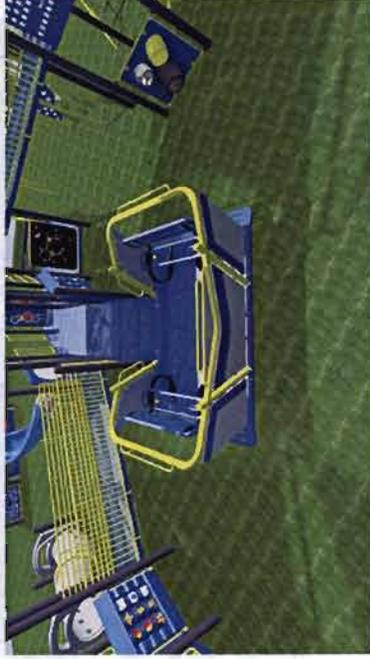
Freemotes Instrument Cluster
 Melody



Rhythm



City of Harlingen Destination Playground Inclusive Play



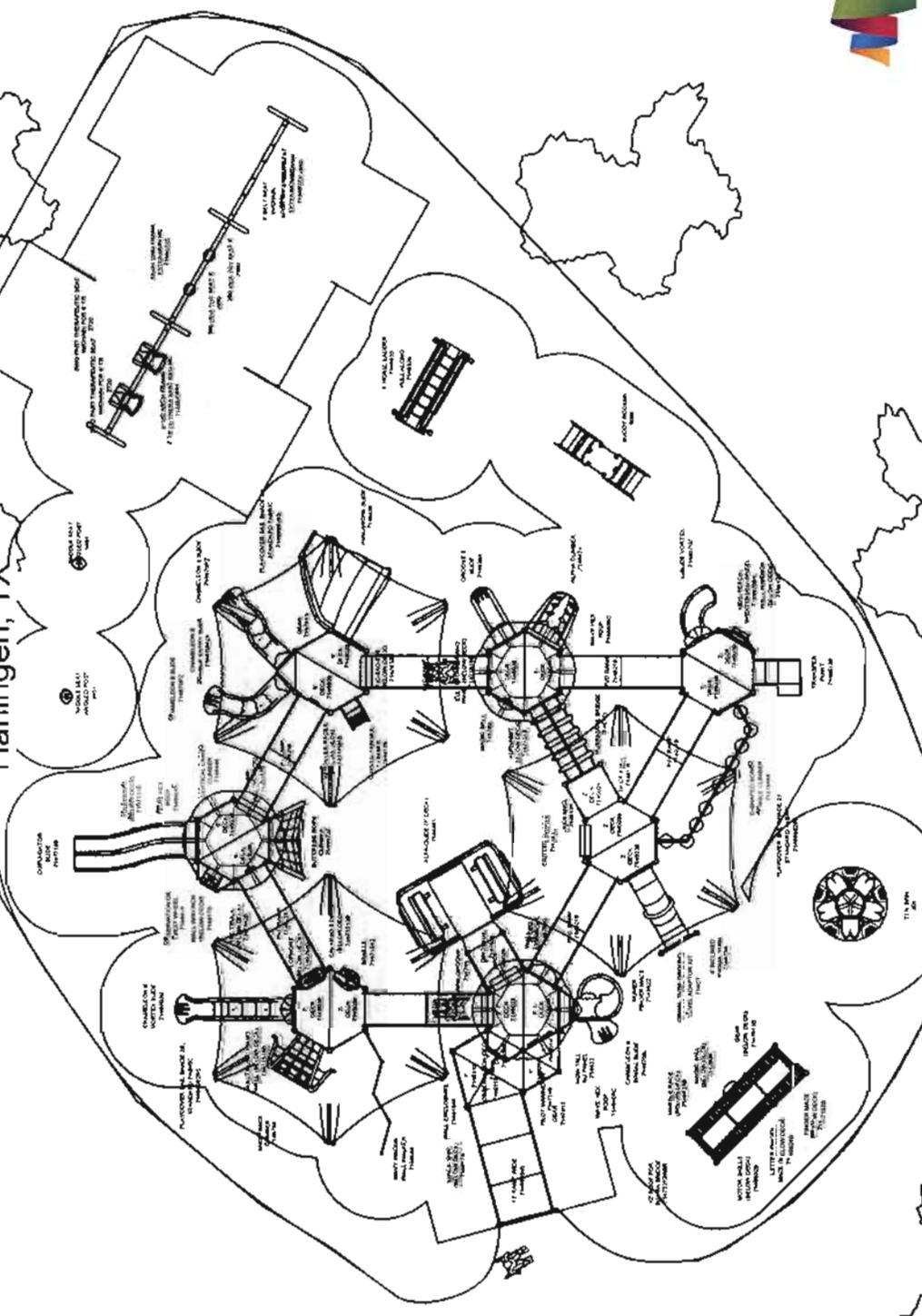
Annie L. (Army) Koppel
Memorial Playground



Destination Playground KC11534 Haringen, TX

5-12

1. ALL PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.
 2. AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY EQUIPMENT.
 3. TO PROMOTE SAFE AND PROPER EQUIPMENT USE BY CHILDREN, MIRACLE RECOMMENDS THE INSTALLATION OF EITHER A MIRACLE SAFETY SIGN OR OTHER APPROPRIATE SAFETY SIGNAGE NEAR EACH PLAYSYSTEM'S MAIN ENTRY POINT(S) TO INFORM PARENTS AND SUPERVISORS OF THE AGE APPROPRIATENESS OF THE PLAYSYSTEM AND GENERAL RULES FOR SAFE PLAY.



THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.
 AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS

To promote safe and proper equipment use by children, Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each play system's main entry point(s) to inform parents and supervisors of the age appropriateness of the play system and general rules for safe play.

009_42620461261

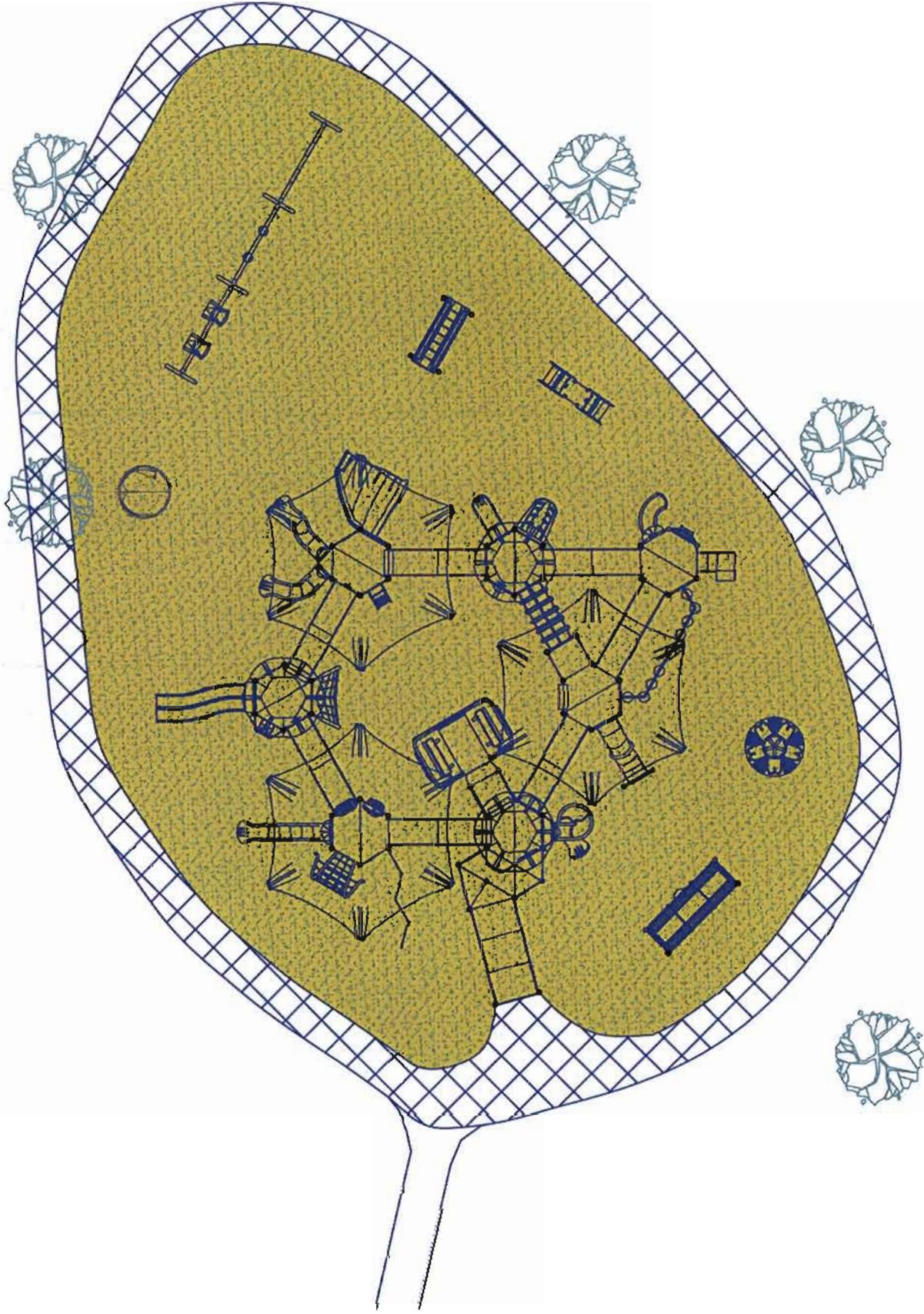
PARK PLACE RECREATION DESIGNS, INC.
 P.O. Box 18188
 San Antonio, TX
 PHONE NO: (210) 821-5878
 FAX NO: (210) 832-0115

COMPLIES TO ASTM/CPS

GROUND SPACE: 100'-0" x 81'-0"
 PROTECTIVE AREA: 125'-6" x 100'-0"

COMPLIES TO ADA

DRAWN BY: Bob. Adams DATE: 4/12/16



Lon C Hill Park
Destination
Drawing #revamp_09-07-16

DATE: 09/07/16
SCALE: NOT TO SCL

Park Place Recreation Designs, Inc.

Life - Have Fun With It!



**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 19, 2016**

Agenda Item:

Consider and take action to **approve a contract** between the City of Harlingen and the Harlingen Youth Football League HC, Inc., for the use of designated fields at Victor Park.
Applicant: Harlingen Youth Football League.

Prepared By: Javier Mendez
Title: Director of Parks and Recreation

Signature: 

Summary:

- HYFL has used the football complex at Victor Park for approximately seven (7) years. Their current contract with the City expired September 1, 2016.
- All documents have been submitted to our office and have been checked for compliance.
- The Parks and Recreation Advisory Board met on October 4, 2016 and vote was unanimous to **recommend approving** contract with Harlingen Youth Football League HC, Inc.

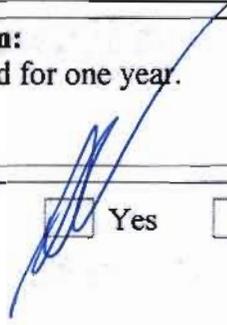
Staff Recommendation:

Staff recommends approval of FAU with HYFL as presented for one year.

City Manager's approval:

Yes No N/A

Comments:



City Attorney's approval:

Yes No N/A

STATE OF TEXAS }
COUNTY OF CAMERON }

FACILITY USAGE AGREEMENT FOR

YOUTH SPORTS PROGRAMS

(revised 8/22/12)

I. WITNESS this Facility Usage Agreement hereby entered into October 19, 2016, by and between the CITY OF HARLINGEN, a Municipal Corporation situated in Cameron County, Texas, and acting herein by and through its duly authorized City Manager and its City Secretary, hereinafter designated as CITY, and

Harlingen Youth Football League, HC Inc.

hereinafter designated as CLUB/LEAGUE/TEAM.

The CITY hereby grants usage to CLUB/LEAGUE/TEAM for play thereon at the following described facility, all located in Harlingen, Texas.

Athletic Field

Victor Park

II. The term of the Agreement is as follows: Starts November 1, 2016, and ends October 31, 2017.

III. The consideration to be paid CITY for this Usage Agreement is One (\$1.00) Dollar. Said sum shall be payable to the CITY at the office of the Parks and Recreation Director of said CITY at 502 E. Tyler, Harlingen, Texas, 78550, (956) 216-5952 phone #, (956) 216-8035 fax #, at the time of the execution of this Agreement.

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

A. The Parks and Recreation Director will assign all facilities as deemed appropriate in his/her sole discretion considering all relevant factors. Use of the facility shall be limited to the dates and hours of scheduled CLUB/LEAGUE/TEAM activities as filed with and subject to

approval by the Parks and Recreation Director.

B. The basic use of said facility by CLUB/LEAGUE/TEAM shall be for the purpose of promoting, training and

Playing Youth football

and the operation of the concessions incidental to such activities.

C. CLUB/LEAGUE/TEAM will not use the facility for any activities other than the basic use described above and related scheduled CLUB/LEAGUE/TEAM activities without prior consent of the Parks and Recreation Director.

D. The CLUB/LEAGUE/TEAM will not use the facility for any unlawful purposes. CLUB/LEAGUE/TEAM agrees to comply with all CITY ordinances and regulations and the laws of the State of Texas.

E. Concession operations must meet all applicable CITY health codes and any other requirements of the CITY in this regard including, but not limited to:

1. Alcoholic beverages in all Municipal Parks are prohibited.

2. Sale of any items in glass containers is prohibited.

F. CLUB/LEAGUE/TEAM shall discourage unsafe practices. CLUB/LEAGUE/TEAM is prohibited from offering any reward, discount or free concession food or beverage items in exchange for the return of lost balls—when applicable.

G. It is further covenanted and agreed that no concession on said facility will be granted by CLUB/LEAGUE/TEAM to any person(s), corporation or other entity without prior written approval of the Parks and Recreation Director.

H. CITY shall have the right to make the facility available, subject to the approved CLUB/LEAGUE/TEAM schedule (inclusive of any rainout or other rescheduled dates), to any CITY, school, civic group, or association which desires the use of said facility for any event or program for CITY, non-profit, and/or charitable purposes; provided that any such use shall

not conflict with a previously scheduled game or other permitted event or program. Use of a facility for above mentioned uses shall be subject to CITY policies regarding such activities and to prior approval by Parks and Recreation Director.

I. Prior to the execution of this Agreement, CITY and CLUB/LEAGUE/TEAM shall inspect the facility and prepare a list of necessary repairs, if any, attached to a statement of general conditions of the facility.

J. CITY shall have the right to take over/use any of these facilities in the event that the City Manager declares an emergency or some public necessity.

K. CLUB/LEAGUE/TEAM shall bear all costs incidental to operation of said CLUB/LEAGUE/TEAM hereunder except as noted below:

1. CITY shall maintain grass facility areas by providing watering, fertilizing, and mowing. The City will initially mark the fields on a one time basis and the CLUB/LEAGUE/TEAM will be responsible for keeping and maintaining the fields marked. The CITY may on an as needed basis remark the fields when authorized by the Park and Recreation Director. Said service shall be provided only on normal work days and during normal work hours, except for CLUB/LEAGUE/TEAM sponsored tournaments as deemed appropriate by the Parks and Recreation Director.

2. Where installed, CITY agrees to provide utilities (except as noted in #3 below); maintain goals, lights, fence and bleachers.

3. CLUB/LEAGUE/TEAM shall maintain, at CLUB'S/LEAGUE'S/TEAM'S expense, any scoreboard, if present, its attendant cables, controls, etc. and CLUB/LEAGUE/TEAM shall own and maintain, at its expense, any public address system used.

4. CLUB/LEAGUE/TEAM shall provide at own expense (when

applicable), umpires, officials, scoreboard operators, guards, attendants, and soccer goals.

5. CLUB/LEAGUE/TEAM is responsible for picking-up any and all trash generated or created by any aspect of the CLUB'S/LEAGUE'S/TEAM'S operation and use of CITY facilities, including, but not limited to, attendance at CLUB/LEAGUE/TEAM events and concession sales.

6. CLUB/LEAGUE/TEAM is responsible for cleaning facility restrooms including, during and after league games, tournaments and any other club associated events. CITY shall provide restroom cleaning supplies and paper products.

7. In the event of storms, hurricanes, high winds, or any other act of God, CLUB/LEAGUE/TEAM is responsible for the removal of all their signage and sponsor boards from fences at their designated areas of play or operation.

L. Under the terms of this Facility Usage Agreement, the CLUB/LEAGUE/TEAM, including any team associated with the League, is prohibited from using any of the field lights for practice without first obtaining written permission from the Parks and Recreation Director. Lights used during practice must be turned off no later than 10:00p.m. Field lights shall only be used between August 1st to February 1st. Failure to comply with this provision of the Agreement will result in either the CLUB/LEAGUE/TEAM being charged for electrical use for the month in which the infraction occurred or forfeiture of the Agreement and the Leagues ability to use the Facilities. These conditions do not pertain to tournament play. Tournament play dates must be provided to the Parks and Recreation Director at least two weeks before the tournament is scheduled to commence.

M. If entry fees (gate) are to be charged to those attending league events at the Facility, including tournaments, such fees shall not exceed the following amounts:

1. Participants in that day's league activities (players,

cheerleaders, etc) shall be charged no fee;

2. Persons eleven (11) years of age and younger shall be charged no more than one dollar (\$1.00) per day;

3. Persons twelve (12) years of age and older shall be charged no more than two dollars (\$2.00) per day.

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

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

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

C. Nothing herein shall prevent CITY from making

improvements to a facility at CITY'S expense, if CITY shall see fit to do so.

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

VII. A. CLUB/LEAGUE/TEAM shall carry valid and collectible Commercial General Liability (CGL) insurance, naming the CITY OF HARLINGEN as an additional insured, for not less than Two Million Dollars (\$2,000,000) aggregate and One Million Dollars (\$1,000,000) each occurrence for bodily injury or death and Five Hundred Thousand Dollars(\$500,000.00)each occurrence for property damage. Such insurance policy shall provide that the same cannot be canceled unless thirty (30) days written notice of such cancellation has been given to CITY. If such policy is canceled during the term of this Agreement, CLUB/LEAGUE/TEAM shall forthwith discontinue the use of said facility unless and until a policy in the amounts hereinabove provided is obtained and presented to the Parks and Recreation Director of the City of Harlingen, Texas. A copy of said insurance policy shall be submitted to the Risk Manager of Harlingen for review prior to the execution of this Agreement by CITY.

B. As a part of the consideration for the execution of this Agreement, CLUB/LEAGUE/TEAM agrees to and shall, to the extent of the insurance available to the CLUB/LEAGUE/TEAM and CITY under the insurance policy furnished by CLUB/LEAGUE/TEAM to CITY, indemnify and hold harmless CITY, its officials, officers, agents, representatives and employees, from and against all claims, losses, damages, causes of action, suits

and liabilities of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, arising out of or in any way connected with work done, improvements made, or activities conducted by the CLUB/LEAGUE/TEAM under this Agreement, including any situation in which such injuries, death, or damages are caused by CITY'S sole negligence or the joint negligence of CITY and any other person or entity, including CLUB/LEAGUE/TEAM. It is the expressed intention of the parties hereto, both CLUB/LEAGUE/TEAM and CITY, that the indemnity provided for in this paragraph is indemnity by CLUB/LEAGUE/TEAM to indemnify and protect CITY from the consequences of CITY'S own negligence whether that negligence is a sole or a concurring cause of the injury, death or damage. CLUB/LEAGUE/TEAM further agrees to handle and defend at its own expense, on behalf of CITY and in CITY'S name, any claim or litigation in connection with any such injury, death or damage and the liability of the CLUB/LEAGUE/TEAM under such indemnity shall be limited to the coverage available to the CLUB/LEAGUE/TEAM and to CITY under the policy furnished by CLUB/LEAGUE/TEAM to CITY.

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

807 East Carrol Street, Harlingen, Texas 78550

Unless CLUB/LEAGUE/TEAM shall have completely removed or cured said default, this Agreement shall automatically cease and come to an

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

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

X. CLUB/LEAGUE/TEAM shall furnish a copy of its tax-exempt, non-profit status under Section 501(c) of the United States Internal Revenue Code. CLUB/LEAGUE/TEAM also agrees to furnish a copy of its Certificate of Incorporation, a copy of its by laws, and a list of current Board Members and Officers with email addresses, fax numbers, addresses and phone numbers. CLUB/LEAGUE/TEAM agrees to promptly furnish a copy of its annual audited compilation financial statement at the end of the play season.

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

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

WITNESS OUR HAND THIS 19th DAY OF October, 2016.

CITY OF HARLINGEN

BY: _____
Dan Serna, City Manager

ATTEST:

BY: _____
Amanda C. Elizondo, City Secretary

Harlingen Youth Football League, HC Inc.

BY: _____
Sandra Martinez, President

14)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 19, 2016**

Agenda Item:

Consider and take action to approve the All-Inclusive Playground design for Lon C. Hill Park and authorize staff to contract with Park Place Recreation using the BuyBoard Cooperative Purchasing Program in lieu of bids or RFP for the purchase and installation of playground equipment.

Prepared By : Javier Mendez
Title: Director of Parks and Recreation

Signature: 

Brief Summary:

Summary

The City Parks and Recreation was recently awarded a grant from the Valley Baptist Legacy Foundation for the development of an All-Inclusive playground at Lon C. Hill Park, plus a financial donation from Mr. Rollin Koppell. We will also construct an ADA compliant restroom next to the new playground structure

The concept was presented to the Parks and Recreation Advisory Board on October 4th and it was unanimously voted to recommend this concept to the City Commission. We have also met with the Harlingen Consolidated Independent School District Special Education Department, their teachers and with Miracle Kids of South Texas for their input on the design.

Staff Recommendation:

Staff and the Parks and Recreation Advisory Board recommend to the City Commission to approve the concept and allow staff to contract with Park Place Recreation for the purchase of equipment and the installation the playground at Lon C. Hill Park.

City Manager's approval:

Yes No N/A

Comments:

City Attorney's approval:

Yes No N/A

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: October 19, 2016

Agenda Item:
Consider and take action to approve a two year (2) term consulting agreement with Terral Smith and William Yarnell with respect to legislative administrative affairs on behalf of the City of Harlingen and its affiliated agencies and organizations and authorize the Mayor to sign the agreement. Attachment (*City Manager*)

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

Brief Summary:
This is a renewal of the City's contract for the same time period and at the same consideration as the previous agreement for consulting services related to the development of the legislative agenda and for assistance with the City's administrative affairs in Austin.

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

Staff Recommendation:

City Manager's approval: Yes No N/A

Comments:

City Attorney's approval: Yes No N/A

CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is made and entered into as of the date set forth below by and between the City of Harlingen, Texas ("City") and Terral Smith and William Yarnell ("Consultants"). This Agreement supersedes any other consulting agreements or understandings, written or oral, between the City and Consultants.

1. SCOPE OF REPRESENTATION

City hereby retains Consultants to provide, and Consultants hereby agree to provide the services hereunder as set forth in Exhibit "A" attached hereto and incorporated herein by reference (the "Services"). Consultants will work directly with the City's designated representatives including the Mayor and with any administrative point of contact for the City of Harlingen designated by the Mayor in providing these services. Consultant agrees to comply with Chapter 305 of the Texas Government Code, as amended, during the term of this agreement.

2. TERM

This Agreement shall commence on October 1, 2016 and shall terminate on September 30, 2018 (the "Term").

3. CONSIDERATION

As payment for Consultants' Services hereunder, City shall pay Consultants the aggregate sum of Two Hundred Forty Thousand Dollars (\$240,000.00) (the "Consulting Fee") with division of said fee to be determined between the consultants. City shall pay the Consulting Fee to Consultants in monthly payment of Ten Thousand Dollars (\$10,000.00) due on the first day of each month throughout the Term of this Agreement. Consultants shall send monthly invoices to City of Harlingen, Attention: City Manager at 118 E. Tyler, Harlingen, Texas 78550.

4. COSTS AND EXPENSES

In addition to the consulting fee, City will reimburse Consultants for expenses incurred in travel to and from Harlingen or other locations outside of Austin at the specific request of the City. Consultants shall not be reimbursed for any other expenses they incur in the performance of this contract unless specifically approved in advance and in writing by City.

5. REPORTS AND REPORTING

Consultants shall arrange for the preparation and filing of applicable lobby activity reports with all appropriate agencies. City shall provide the organizational information necessary for completion of such reports.

Consultants shall report to the Mayor and shall provide reports to the Elective Commission of the City of Harlingen, the Development Corporation of Harlingen, Inc. and others, at the direction of the Mayor, of legislative, consulting and administrative services rendered, issues being addressed and matters of interest to the City during the term of Agreement.

6. **RELATION OF PARTIES**

It is expressly understood and agreed that Consultants are, and will at all times throughout the Term of this Agreement, remain, independent contractors.

7. **CONFIDENTIALITY**

Consultants agree to hold in strict confidence and to use only for the purposes of performing the Services hereunder all confidential and proprietary information received from the City under this Agreement. Consultants will not disclose such confidential information without City's prior approval unless required by law or necessary in connection with Consultants' performance of the Services hereunder. All confidential information received by Consultants from the City hereunder shall remain the property of the City. The confidentiality obligations of this Agreement shall survive the expiration or termination of this Agreement.

8. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement of the parties hereto with respect to the matters covered hereby, is binding upon the parties hereto, and supersedes all prior agreements and understanding; both written and oral, between the parties with respect to the subject matter hereof. Neither party shall be liable or bound to the other in any manner by any representations or warranties not expressly set forth herein.

9. **TERMINATION**

Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. In the event of termination, payment to Consultants shall be prorated for the period during which the services were provided.

10. **AMENDMENT OR ALTERATION**

No amendment or alteration of the terms of this Agreement shall be valid unless made in writing and signed by both parties herein.

11. **SUCCESSOR AND ASSIGNS**

The terms and conditions of this Agreement shall inure to the benefit of and are binding upon the parties hereto and their respective successors and permitted assigns. Neither this Agreement nor any rights, interests or obligations accruing under this agreement may be assigned by either party without the prior written consent of the other party, and any purported assignment in violation of this provision shall be null and void.

12. **COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be an original, and such counterparts together shall constitute one and the same instrument.

13. **HEADINGS**

The headings of the sections of this Agreement are inserted for convenience and reference only and shall not be deemed to constitute part of this Agreement or to affect the construction hereof.

14. **GOVERNING LAW**

This Agreement shall be construed, enforced and governed by the laws of the State of Texas.

15. **INVALID PROVISIONS**

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable. This Agreement shall be construed and enforced as if illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

IN WITNESS HEREOF, the parties hereto have duly caused this Agreement to be executed by and authorized signatory as of the date first above written.

CITY OF HARLINGEN

BY: _____

Chris Boswell, Mayor

Address: 118 E. Tyler Street

City: Harlingen

State & Zip: Texas, 78550

ATTEST:

Amanda C. Elizondo

City Secretary

CONSULTANTS:

BY: _____

Terral Smith

Address: _____

City: _____

State & Zip: _____

BY: _____

William Yarnell

Address: _____

City: _____

State & Zip: _____

EXHIBIT "A"

1. Terral Smith and William Yarnell (hereinafter identified as "Consultants"), individually and by and through their employees and agents, agree to act as a consultant with respect to various activities related to legislative and administrative affairs relating to the City of Harlingen and its affiliated organizations, boards, commissions and committees and comply with Chapter 305 of the Texas Government Code, as amended.
2. Consultants will assist in the formulation and adoption of the City's legislative initiatives and agenda.
3. Consultants will provide consulting services, which specifically include providing information to elected officials concerning the City's legislative initiatives and agenda, during the term of the contract.
4. Consultants will take on other duties and provide other services to the City as assigned at both the state and federal levels as agreed by the parties.
5. Consultants shall not accept employment, whether for remuneration or otherwise, that would be contrary to the City's missions and goals as set forth in their legislative package or administrative matters.
6. Consultants will effectively communicate Harlingen's legislative agenda to the South Texas delegation and other members of the Legislature.
7. Consultants will monitor and respond to municipally-related legislation, proposed administrative rules and regulations and other state developments not in Harlingen's legislative agenda, analyze their potential impact on the City and develop and implement strategies to support or defeat such items as appropriate.
8. Consultants shall prepare testimony and assist in scheduling witnesses before legislative committees.
9. Consultants, at the request of the Mayor, shall schedule and coordinate meetings with state elected officials and agency heads to further Harlingen's agenda.
10. Consultants shall be available to assist the City staff with meetings with various state agencies.

16)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 19, 2016**

Agenda Item:

Consider and take action to authorize the City of Harlingen to enter into an Inter-local Purchasing Agreement with Choice Partners, a division of Harris County Department of Education (HCDE), a political subdivision (governmental entity) of the state of Texas, and authorize the City Manager to sign the contract.

Prepared By (Print Name): Elvia Treviño
Title: Finance Director

Signature:



Brief Summary:

This interlocal agreement will allow the City to become a member of a purchasing cooperative that will save the City and staff both time and money, including administrative cost savings by facilitating compliance with state bidding requirements for the purchases of goods and services from competitively bid cooperative contracts.

Funding (if applicable):

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

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

Finance Director's approval: Yes No N/A

Staff Recommendation:

Staff recommends approval to join purchasing cooperative.

City Manager's approval: Yes No N/A

Comments:

City Attorney's approval: Yes No N/A

**Interlocal Contract - City
Between Harris County Department of Education
& City of HARLINGEN**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Chapter 271, Subchapter F of the Texas Local Government Code, this Interlocal and Cooperative Purchasing Program Contract ("Contract") is made and entered into by and between the Harris County Department of Education ("HCDE"), located in Houston, Texas, and City of HARLINGEN ("CITY"), located in CAMERON County, for the purpose of providing services.

Preamble

HCDE is a local governmental entity established to promote education in Harris County, Texas and is also duly authorized to provide programs and services in the State of Texas. Both HCDE and CITY desire to set forth, in writing, the terms and conditions of their agreement.

General Terms and Conditions

In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound agree as follows:

1. **Term.** This Contract is effective from the date of the first signature and shall automatically renew unless either party gives thirty (30) days prior written notice of non-renewal. This Contract may be terminated by either party with or without cause with thirty (30) days written notice. See other means of terminating the contract in Article 11, below. Any such notice shall be sent according to Article 8.
2. **Agreement.** The terms of this Contract shall apply and will be considered a part of any Addendum for programs and services delivered by HCDE. This Contract and the attached and incorporated Addendum, purchase orders, or exhibits, if any, contain the entire agreement of the parties and there are no representations, agreements, arrangements, or undertakings, oral or written, between the parties to this Contract other than those set forth in this Contract and duly executed in writing.
3. **Purpose and Scope of Work.**
 - A. HCDE agrees to:**
 - Provide CITY with subsequent independent contracts and/or descriptive offerings of each of the programs and services that HCDE provides through its respective divisions.
 - Provide services upon the submission of independent contracts or purchase orders within the HCDE divisions.
 - Conduct, as a minimum, an annual audit or survey, as appropriate, for each of the programs.
 - B. CITY agrees to:**
 - Participate in any or all of the services that HCDE has to offer.
 - Submit purchase order(s) or independent contract(s) for each of the programs it wishes to purchase and/or collaborate.
 - Agree to follow the terms and conditions of each independent contract or purchase orders for each of the programs.

- Assign the appropriate person to act as representative to each respective program delivered.
4. As is. HCDE makes this Contract available to HCDE participating entities “as is” and are under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Contract for the benefit of CITY.
 5. Assignment. Neither this Contract nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.
 6. Conflict of Interest. During the Term of HCDE’s service to CITY, CITY, its personnel and agents, shall not, directly or indirectly, whether for CITY’s own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.
 7. Contract Amendment. This Contract may be amended only by the mutual agreement of all parties in writing to be attached to and incorporated into this Contract.
 8. Notice. Any notice provided under the terms of this Contract by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education
 Attn: James Colbert, Jr.
 County School Superintendent
 6300 Irvington Blvd.
 Houston, Texas 77022
 713-694-6300

City of Harlingen
 Attn: Elvia Trevino
 Title: Finance Director
 Address: P.O. Box 2207
 City, State, Zip: Harlingen, Tx. 78551
 Phone: (956) 216-5064
 Email: etrevino@myharlingen.us

9. Relation of Parties. It is the intention of the parties that CITY is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and CITY or HCDE and any of CITY’s agents.
10. Non-Exclusivity of Services. Nothing in this Contract may be construed to imply that HCDE has exclusive right to provide CITY these services. During the Term of Contract, CITY reserves the right to use all available resources to procure other professional services as needed and, in doing so, will not violate any rights of HCDE.
11. Termination. This Contract may be terminated prior to the expiration of the Term hereof as follows:
 - By CITY upon 30 days notice if the work/service is not provided in a satisfactory and proper manner after a remedy has been reported and discussed;
 - By mutual written agreement of the parties, upon thirty (30) days prior notice; or
 - By either party immediately if the other party commits a material breach any of the terms of this Contract and no remedial action can be agreed upon by the parties.

12. Master Contract. This Contract can be utilized as the Master Contract. The general terms and conditions in this Contract will serve to outline the working relationship between HCDE and the CITY. Both parties agree to allow the CITY to use any or all of the services with no charge from HCDE, including Choice Partners.

The CITY agrees to adhere to the terms and conditions set forth for the programs and/or services as contracted under these programs. All other programs and/or services provided by HCDE requiring a fee will need an addendum to the approved Master Interlocal Contract. The specific terms and conditions of the addendum will govern that individual contract. In the case of a conflict between the Master Contract and any addendum, the provisions of the addendum will govern.

13. Severability. In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
14. Governing Law and Venue. This Contract shall be governed by and construed in accordance with the laws of the State of Texas. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Contract shall be in Harris County, Texas.
15. Authorization. Each party acknowledges that the governing body of each party to the Contract has authorized this Contract.
16. Benefit for Signatory Parties Only. Neither this Contract, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

In witness whereof, HCDE and CITY have executed this Contract to be effective on the date specified in Article 1. Term above:

City of Harlingen

Name of City

Harris County Department of Education

Authorized Signature

Dan Serna

Printed Name

City Manager

Title

James Colbert, Jr.

County School Superintendent

Date

Date

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 19, 2016**

Agenda Item:
Consider and take action to authorize the City of Harlingen to enter into in an Inter-local Purchasing Agreement with the National Joint Powers Alliance (NJPA), a state agency and authorize the City Manager to sign the contract.

Prepared By (Print Name): Elvia Treviño
Title: Finance Director
Signature: *Elvia Treviño*

Brief Summary:
This agreement will allow the City to become a member of a purchasing cooperative that will save the City and staff both time and money, including administrative cost savings by facilitating compliance with state bidding requirements for the purchases of goods and services from competitively bid cooperative contracts.

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

Staff Recommendation:
Staff recommends approval to join purchasing cooperative.

City Manager's approval: Yes No N/A

Comments:

City Attorney's approval: Yes No N/A

**NATIONAL JOINT POWERS ALLIANCE®
JOINT POWERS AGREEMENT**

This Agreement, made effective on the date hereof, is between the National Joint Powers Alliance® (hereinafter referred to as "NJPA") and City of Harlingen (hereinafter referred to as "Governmental Unit").

Recitals

NJPA is a Service Cooperative whose creation was authorized by Minn. Stat. § 123A.21; and

NJPA is a political subdivision and government unit of the state of Minnesota. Minn. Stat. § 471.59 authorizes NJPA to enter into agreements with other governmental units in the United States and Canada to jointly or cooperatively exercise any power common to the contracting powers or similar powers, as deemed necessary; and

Governmental Unit asserts it is authorized by its statutes to utilize contracts competitively solicited by another governmental unit; and

Governmental Unit and NJPA desire to enter into a "Joint Exercise of Powers Agreement" for the purpose of Governmental Unit accessing available contracts for goods and services from NJPA Awarded Vendors.

NJPA and the Governmental Unit hereby agree as follows:

Agreement

1. NJPA will make its contracts for goods and services and/or other NJPA services available to the Governmental Unit. The Governmental Unit will be a Participating Member.
2. The Governmental Unit may utilize the contracts or services procured or offered through NJPA to purchase supplies, equipment, materials and services.
3. The Parties to this Agreement will adhere to any and all applicable laws pertaining to the procurement of goods and services as they pertain to the laws of their state or nation.
4. This Agreement will become effective on the date hereof and shall remain in effect until canceled by either party upon thirty (30) days' written notice to the other party.
5. Each party agrees that it is responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party and the results thereof. The Governmental Unit will be responsible for all aspects of its purchase, including ordering its goods and services, inspecting and accepting the goods and services, and paying the Vendor who will have directly billed the Governmental Unit placing the order.
6. Both Parties to this Agreement agree to strict accountability of all public funds disbursed in connection with this joint exercise of powers as required by each party's respective laws.
7. To purchase goods and services from NJPA contracts, the Governmental Unit must enter into a purchase order or other subsequent agreement in accordance with the terms and conditions of NJPA contracts and any requirements applicable to the Governmental Unit's governing body. The Governmental Unit must send purchase orders directly to the applicable Vendor and will make payments directly to the Vendor in accordance with its established procedures and terms of the NJPA contract. The Governmental Unit will not use the goods available under NJPA contracts for purposes of resale.

8. Pursuant to Minn. Stat. § 471.59, Subd. 5, if applicable, the Parties shall provide for the disposition of any property acquired as the result of such joint or cooperative exercise of powers, and the return of any surplus moneys in proportion to contributions of the several contracting parties after the purpose of the Agreement has been completed.
9. There shall be no financial remunerations by the Governmental Unit to NJPA for the use of NJPA procurements, contracts or agreements or the payment of any fees to NJPA.
10. Both Parties to this Agreement acknowledge their individual responsibility to gain ratification of this agreement through their governing body as required by law.
11. The NJPA contracts utilized by the Governmental Unit through this Agreement were procured or will be procured through the Uniform Municipal Contracting law, Minn. Stat. § 471.345.

The Parties have executed this Agreement effective the date hereof.

Governmental Unit

National Joint Powers Alliance®

By _____
 AUTHORIZED SIGNATURE

 AUTHORIZED SIGNATURE

Its **Dan Serna** _____
 TITLE

 TITLE

 DATE

 DATE

GOVERNMENTAL UNIT INFORMATION

Indicate an address to which correspondence may be delivered.

Name* City of Harlingen

Address* P.O. Box 2207

City, State, ZIP code* Harlingen, Tx. 78551

Employer Identification Number 74-6001047

Contact person* Elvia Treviño

Title* Finance Director

E-mail* etrevino@myharlingen.us

Phone* 956-216-5064

Website myharlingen.us

ORGANIZATION TYPE*

- K-12 (Public or non-profit)
- Government or municipality (Specify: Local Government)
- Higher education (Public or non-profit)
- Other (Specify: _____)

REFERRED BY

- Advertisement _____
- Current NJPA member _____
- Vendor representative _____
- Trade show _____
- NJPA website _____
- Other _____

Return completed agreement to
National Joint Powers Alliance ®
 202 12th Street NE
 Staples, MN 56479

Duff Erholtz
 Phone 218-894-5490
 Fax 218-894-3045
 E-mail duff.erholtz@njpacoop.org

**Denotes required information*

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **October 19, 2016**

Agenda Item:
Consider and take action to adopt a Resolution authorizing the City of Harlingen to participate in an Interlocal Purchasing Agreement with the Education Service Center-Region 19 Allied States Cooperative (ASC), a state agency and authorize the City Manager to sign the contract.

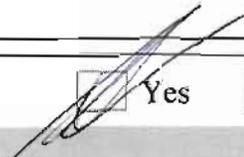
Prepared By (Print Name): Elvia Treviño
Title: Finance Director
Signature: 

Brief Summary:
This resolution will allow the City to become a member of a purchasing cooperative that will save the City and staff both time and money, including administrative cost savings by facilitating compliance with state bidding requirements for the purchases of goods and services from competitively bid cooperative contracts.

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

Staff Recommendation:
Staff recommends approval to join purchasing cooperative.

City Manager's approval: Yes No N/A

Comments: 

City Attorney's approval: Yes No N/A



Serving the Educational Communities of El Paso & Hudspeth Counties

Education Service Center
Region 19
El Paso & Hudspeth Counties

6611 Boeing Drive
El Paso, Texas 79925-1010
www.esc19.net

(915) 780-5019
FAX: (915) 780-5061

**(SS-PUR-F032.1)
RESOLUTION**

AUTHORIZATION FOR USE OF ESC REGION 19 ALLIED STATES COOPERATIVE

WHEREAS, the CITY OF HARLINGEN (Agency Name) of HARLINGEN (City), Texas, pursuant to the authority granted under Section 271.101 to 271.102 of the Local Government Code, desires to participate in the ESC-Region 19 Allied States Cooperative, in the best interest of the taxpayers through cooperative savings to be realized.

NOW, THEREFORE, BE IT RESOLVED BY CITY OF HARLINGEN (Agency Name) OF THE Harlingen (City), TEXAS AS FOLLOWS:

The terms and conditions of the agreement have been reviewed by the Governing Body of the CITY OF HARLINGEN (Agency Name) and found to be acceptable and in the best interests of the CITY OF HARLINGEN (Agency Name) and its citizens are hereby in all things approved.

The CITY OF HARLINGEN (Agency Name) is authorized to enroll and participate in the ESC Region 19 Allied States Cooperative and purchases through this program shall be deemed to meet competitive purchasing requirements.

DULY PASSED AND APPROVED THIS THE _____ DAY OF _____ 20_____.

ATTEST: _____ (Authorized Signature)

City Secretary
(Title)

City Manager
(Title)

Upon agreement and authorized approval by the governing body of each of the parties, this agreement will be in effect between the referenced parties, in which Education Service Center- Region 19 Allied States Cooperative will cooperatively bid out goods and services. This agreement shall automatically renew on the anniversary date. Either party may terminate this agreement with or without cause given a 30-day notice.

Authority for cooperative contracting is granted under Government Code Title 7, Chapter 791 Interlocal Cooperation Contracts, Subchapter B General Interlocal Contracting Authority and Subchapter C Specific Interlocal Contracting Authority and Local Government Code, Chapter 271, Subchapter F, Section 271.101. and Section 271.102.

Region 19 Education Service Center through Allied States Cooperative will:

- Provide organizational and administrative support to facilitate member requirements
- Provide staff necessary for efficient operation of the purchasing cooperatives
- Provide administrative support for contract compliance with awarded bidders
- Comply with competitive bidding requirements
- Disseminate information in an expedient manner regarding awards and information related to specified contracts
- Maintain the ESC-Region 19 Allied States Cooperative website
- Provide specific contract requirement bid processing services during the contract period on a case by case basis.

Purchasing Co-op Members will:

- Designate a contact person for communications
- To the extent permitted by law indemnify and save harmless Education Service Center - Region 19 Allied States Cooperative,
- the Region 19 Board of Directors, and Region 19 employees from all suits and actions resulting from any breach of this
- Agreement. This Interlocal Agreement does not constitute a waiver of the sovereign immunity of any of the parties hereto.
- Submit copies of all purchase orders utilizing ESC-Region 19 ASC contracts to ESC Region 19 ASC
- Pay awarded vendors in compliance with the payment terms set forth in the contracts
- Notify ESC-Region 19 Allied States Cooperative in writing of any non-compliance issues with awarded vendors
- Mutually agree with ESC-R19 (ASC) on specific contracts to be utilized due to market coverage by vendors.
- Each party paying for the performance of governmental function or services must make those payments from current revenues
- available to the paying party.

Purchasing Cooperative Member

City of Harlingen

Name of District/Agency

Dan Serna

Name of Authorized Person

 Signature of Authorized Person

City Manager

Title

 Date

Region 19 Education Service Center

Armando Aguirre, Ed.D.

 Authorized Signature

 Date

AUTHORIZATION OF THE INTERLOCAL AGREEMENT

DISTRICT/AGENCY CONTACT

 Name

Address: City State Zip

 Email

 Telephone

 Fax

Please return approved agreement to:
 Procurement Director
 ESC-Region 19 Allied States Cooperative
 6611 Boeing Drive, El Paso, TX 79925

