

Tino Villarreal, Commissioner At-large "A"
Bryan L. Martinez, Commissioner District 1
Gustavo De Leon, Commissioner District 3



Nurith Galonsky, Commissioner At-large "B"
Linda C. Macias, Commissioner District 2
Pedro E. Cardenas, Commissioner District 4

John Cowen, Jr, Mayor

NOTICE OF A PUBLIC MEETING OF THE CITY COMMISSION OF THE CITY OF BROWNSVILLE

Pursuant to Chapter 551, Title 5 of the Texas Government Code, the Texas Open Meetings Act, notice is hereby given that the City Commission of the City of Brownsville, Texas, in accordance with Article V, Section 12, of the Charter of said City, will convene a **Special Work Session and Regular Meeting**, on **August 4, 2026**, at **4:00 PM**, in the Commission Chambers, on the Second Floor of the Brownsville City Hall - Old Federal Building, located at 1001 East Elizabeth Street, Brownsville, Cameron County, Texas, 78520.

Pursuant to Section 551.127, Texas Government Code, one or more Commissioners or employees may attend this meeting remotely using videoconferencing technology. The video and audio feed of the videoconferencing equipment can be viewed and heard by the public at the address posted above as the location of the meeting. Members of the public, employees, and the City Commission may join via the Webex Teleconference Meeting by logging on at:

<https://brownsvilletx.webex.com/brownsvilletx/j.php?MTID=mb0f8d1240d8f166059ae34c036f78f88>

Meeting number: 2532 697 4533

Password: commission (26664774 when dialing from a video system)

Join by video system

Dial [25326974533@brownsvilletx.webex.com](https://brownsvilletx.webex.com/j.php?MTID=mb0f8d1240d8f166059ae34c036f78f88)

You can also dial 173.243.2.68 and enter your meeting number.

Join by phone

1-844-621-3956 United States Toll Free

+1-650-479-3208 United States Toll

Access code: 253 269 74533

This Notice and Meeting Agenda are posted online at: <https://brownsvilletx.gov/129/Agendas-Minutes> Members of the public who submitted a "Public Comment Form" will be permitted to offer public comments as provided by the agenda and as permitted by the presiding officer during the meeting. A recording of the meeting will be made and will be available to the public in accordance with the Open Meetings Act. At any time during the course of the posted meeting, the Brownsville City Commission may retire into Executive Session under Texas Government Code 551.071 to confer with legal counsel on any subject matter on this agenda in which the duty of the attorney to the City Commission under Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code. Further, at any time during this meeting, the City Commission may retire to deliberate on any subject slated for discussion at this meeting, as may be permitted under one or more exceptions to the Texas Open Meetings Act set forth in Title 5, Subtitle A, Chapter 551, Subchapter D of the Texas Government Code.

4 :00 P.M. SPECIAL WORK SESSION:

CALL TO ORDER

- 1) Discussion and consideration of proposed zoning and development regulations for self-storage facilities, quick-lube and oil-change establishments, poker lounges or clubs, data centers, and event centers, including permitted locations, site-development standards, operational requirements, and compatibility with adjacent properties. (Planning & Redevelopment Services)
- 2) Second Budget Worksession with City Commission for FY 2027. (Financial Services Department)

ADJOURN SPECIAL WORK SESSION

5:00 P.M. REGULAR MEETING:

CALL TO ORDER

- a) ROLL CALL
- b) INVOCATION
- c) PLEDGE OF ALLEGIANCE TO THE FLAGS OF THE UNITED STATES OF AMERICA AND STATE OF TEXAS

PUBLIC COMMENT PERIOD

- **Non-Agenda Items:** Kindly submit a “Public Comment Form” stating the City business or City policy you wish to speak to an hour before the start of the scheduled meeting time with the City Secretary. Forms are not reserved for anyone nor may time be deferred to anyone. PowerPoint presentations may not be accommodated. This period is limited to five (5) speakers with a time limit of three (3) minutes per speaker.
- **Agenda Items:** Kindly submit a “Public Comment Form” stating which item(s) on the agenda you wish to speak to an hour before the start of the scheduled meeting time with the City Secretary. Speakers will be allowed to address the Commission on the agenda item before it is to be considered. The speaker is limited to three (3) minutes.
- **Time Limits:** The City Commission shall have the discretion to modify its regulations regarding time limits on public comment if necessary. For example, the time limit may be shortened to accommodate a lengthy agenda or it could be lengthened to allow additional time for discussion on a complicated matter or if there is a need for an interpreter.

CITY MANAGER'S UPDATE(S)

- 1) 2026 City of Brownsville Interdepartmental Call Audit

CONSENT AGENDA ITEM(S)

The following are considered to be routine by the City Commission and will be approved by one motion. There will be no separate discussion of these items unless a City Commissioner so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the Agenda.

- 1) Consideration and **ACTION** to authorize the City Manager to execute a budgeted Group Critical Illness Interlocal Agreement with the Texas Municipal League Intergovernmental Risk Pool (TMLIRP), enabling eligible Pool members to obtain Group Critical Illness Coverage in accordance with House Bill 4144 of the 89th Texas Legislature. (Organizational Development & Human Resources)
- 2) Consideration and **ACTION** to authorize the City Manager, or designee, to negotiate and execute a professional services agreement with The Harbeck Company, Inc., in an amount not to exceed

\$100,000, for training services, hiring assessments for various departments, including the Fire and Police Departments, leadership development, coaching, and related travel expenses.. (Organizational Development & Human Resources)

- 3) Consideration and **ACTION** to approve the first one-year renewal of the Professional Service Agreement for Air Service Development Consulting Services (RFP ASC-89-0623) with Crawford, Murphy and Tilly, Inc for the Brownsville South Padre Island International Airport in the amount of \$104,187, as budgeted. (Airport Department).
- 4) Consideration and **ACTION** to authorize a professional services contract with Parkhill, Smith & Cooper, Inc. dba Parkhill on a Task Order basis for Contract No.153-26-AIR-RFQ, for a term of up to five years, for landside architectural, engineering, and construction management services to support the Airport's capital development program. (Airport Department)
- 5) Consideration and **ACTION** to approve a Task Order No.19 for Civil Engineering and Related Services for the reconstruction of Tradition Circle and Achievement Drive, to Ambiotec Civil Engineering Group, Inc., in the amount not to exceed \$108,758, as budgeted. (Engineering and Public Works Department)
- 6) Consideration and **ACTION** on **Resolution Number 2026-113** authorizing the execution of an agreement between the City of Brownsville and the Texas Department of Transportation for the Installation and Reimbursement for the Operation and Maintenance of Traffic Signals within a Municipality. (Engineering and Public Works Department).
- 7) Consideration and **APPROVAL** on **SECOND** and **FINAL READING** of **Ordinance Number 2026-1811** accepting and approving an update to the Paseo De La Resaca Lighting and Landscaping Maintenance Public Improvement District (PID) Operations and Maintenance Service and Assessment Plan; accepting and approving the updated assessment roll for the PID; making a finding of special benefit to property within the PID; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments levied against the PID assessed property; providing penalties and interest on delinquent Assessments; in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Paseo PID Board)
- 8) Consideration and **APPROVAL** on **SECOND** and **FINAL READING** of **Ordinance Number 235-2026-014-S**, to request a Specific Use Permit (SUP) in a Downtown Edge (DE) zoning district to allow an event center for Lots 13 & 14, Block 120, Brownsville Original Townsite, Cameron County, Texas, located at 1247 East Madison Street, Brownsville, Texas 78520, as shown in Exhibit "A". (District 4) (Planning & Redevelopment Department)
- 9) Consideration and **APPROVAL** on **SECOND** and **FINAL READING** of **Ordinance Number 235-2026-015**, to rezone from Agriculture (AG) to Residential Single-Family (R-1) for an approximate 105.29 acres and Commercial Corridor (CC) for an approximate 14.67 acres to allow a single-family residential development and commercial development on a tract containing 119.96 acres of land out of a 239.92 acre tract (called the West 239.48 acres), out of Tract 40, Paredes Partition Tract, Subdivision "E", in Share 19 of the Espiritu Santo Grant, Cameron County, Texas, located at 1 West Paredes Line Road , Brownsville, Texas 78566, as shown in Exhibit "A". (District 3) (Planning & Redevelopment Department)
- 10) Consideration and **APPROVAL** on **SECOND** and **FINAL READING** of **Ordinance Number 235-2026-016**, to rezone from Residential Single-Family (R-1) and Traditional Neighborhood Corridor (TNC) to Traditional Neighborhood Corridor (TNC) to allow a multifamily development for 2.00 acres of land, more or less, comprised of Tract 1, being 0.37 acres of land; and Tract 2, being 1.63 acres of land, both Tracts out of Block 4, El Jardin Subdivision, Share 27 of the Espiritu Santo Grant, Cameron County, Texas, located at 970 South Central Avenue, Brownsville, Texas 78521, as shown in Exhibit "A". (District 1) (Planning & Redevelopment Department)

11) Consideration and APPROVAL on SECOND and FINAL READING on Ordinance Number 2026-1812, ordering and calling a Charter Election on proposed amendments, during the General Election on November 3, 2026, on the following amendments (Charter Review Committee/ Office of the City Secretary/ Office of the City Attorney):

- a. Amending Charter Art. V., Administrative Provisions, Section 3. - Vacancies (Adding automatic triggers for forfeiting office)
- b. Amending Charter Art. V., Administrative Provisions, Section 3. - Vacancies (Adding discretionary triggers for forfeiting office)
- c. Amending Charter Art. V., Administrative Provisions, to modify Section 4. - Qualifications. (Adding tax delinquency or other liability due to City as a bar to holding office)
- d. Amending Charter Art. V., Administrative Provisions, Section 13 – Compensation (Address Mayor and City Commissioner's compensation)
- e. Amending Charter Art. V., Administrative Provisions, to add 21-B. - Office of the City Secretary (Creating the Office of the City Secretary)
- f. Amending Charter Art. V., Administrative Provisions, to add 21-C. - Office of the City Auditor (Creating the Office of the City Auditor)
- g. Amending the Charter Art. V., Administrative Provisions, to add Section 22-B, Merit Hiring (Adding Merit principle hiring to City Charter)
- h. Amending Charter Art. V., Administrative Provisions, Section 28A. Audit and oversight committee (Increasing the membership on the committee)
- i. Amending Charter Art. V., Administrative Provisions, Section 28A. Audit and oversight committee (general clean-up)
- j. Amending Charter Art. V., Administrative Provisions, to add Section 35, Municipal Campaign Finance (Requiring Commission to set campaign finance regulations by ordinance)
- k. Amending Charter Art. V., Administrative Provisions, to add Section 35, Code of Ethics; Ethics Advisory Commission (Requiring Commission to create an Ethics Board and adopt rules for ethics by ordinance)
- l. Amending Charter Art. VII., General Provisions, to add Section 3-A, - The Initiative (Adding initiative petition procedures for citizens)
- m. Amending Charter Art. VII., General Provisions, to add Section 3-B, - Referendum (Adding referendum procedures for citizens)
- n. Amending the Charter Art. I through VII, except Art. VI, Utilities Board, to revise or eliminate provisions that have been superseded by state law and to update or eliminate archaic language.

Consideración y **APROBACIÓN** en **SEGUNDA** y **ÚLTIMA LECTURA** de la **Ordenanza número 2026-1812**, que ordena y convoca una elección sobre la Carta Constitutiva para someter a votación las enmiendas propuestas durante las Elecciones Generales del 3 de noviembre de 2026, respecto a las siguientes enmiendas (Comité de Revisión de la Carta Constitutiva / Oficina del Secretario Municipal / Oficina del Abogado Municipal):

- a. Enmienda del artículo V de los Estatutos, apartado 3, «Disposiciones administrativas». - Ofertas de empleo (Incorporación de causas automáticas de pérdida del cargo))
- b. Enmienda del artículo V de los Estatutos, «Disposiciones administrativas», apartado 3. — Vacantes (Incorporación de supuestos discrecionales para la pérdida del cargo)
- c. Enmienda del artículo V de los Estatutos, «Disposiciones administrativas», para modificar la sección 4. — Requisitos. (Se añade la morosidad fiscal u otras obligaciones pendientes con el Ayuntamiento como impedimento para el ejercicio de un cargo público)

- d. Enmienda del artículo V de los Estatutos, Disposiciones administrativas, apartado 13: Remuneración (relativo a la compensación del alcalde y de los comisionados)
- e. Enmienda del artículo V de los Estatutos, «Disposiciones administrativas», para añadir el apartado 21-B. — Oficina del Secretario Municipal (Creación de la Oficina del Secretario Municipal)
- f. Enmienda del artículo V de los Estatutos, «Disposiciones administrativas», para añadir el apartado 21-C. — Oficina del Auditor Municipal (Creación de la Oficina del Auditor Municipal)
- g. Enmienda del artículo V de los Estatutos, «Disposiciones administrativas», para añadir la sección 22-B, «Contratación por méritos» (Incorporación del principio de contratación por méritos a los Estatutos de la ciudad)
- h. Enmienda del artículo V de los Estatutos, Disposiciones administrativas, apartado 28A. Comité de auditoría y supervisión (Ampliación del número de miembros del comité)
- i. Enmienda del artículo V de los Estatutos, Disposiciones administrativas, apartado 28A. Comité de auditoría y supervisión (revisión general)
- j. Enmienda del artículo V de los Estatutos, «Disposiciones administrativas», para añadir el artículo 35, «Financiación de las campañas municipales» (por el que se exige a la Comisión que establezca normas sobre la financiación de las campañas mediante ordenanza municipal)
- k. Enmienda del artículo V de los Estatutos, «Disposiciones administrativas», para añadir el artículo 35, «Código deontológico»; Comisión Asesora de Ética (que exige a la Comisión crear un Consejo de Ética y aprobar normas deontológicas mediante ordenanza)
- l. Enmienda del artículo VII de los Estatutos, «Disposiciones generales», para añadir la sección 3-A: «La iniciativa» (Incorporación de los procedimientos de petición de iniciativa ciudadana)
- m. Enmienda del artículo VII de los Estatutos, «Disposiciones generales», para añadir la sección 3-B: «Referéndum» (Incorporación de procedimientos de referéndum para los ciudadanos)
- n. Enmienda de los artículos I a VII de los Estatutos, excepto el artículo VI (Junta de Servicios Públicos), con el fin de revisar o eliminar las disposiciones que hayan quedado derogadas por la legislación estatal y de actualizar o eliminar la redacción arcaica.

PUBLIC HEARING(S)

- 1) Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 2026-1818**, making findings related to the Madeira Espiritu Santo Public Improvement District Number One, including: advisability of the special supplemental services, the estimated operation and maintenance costs, boundaries of the district, method of assessment, and apportionment of costs between the City of Brownsville and the District; updating the Service and Assessment Plan (SAP) that established the Madeira Espiritu Santo PID Number One; levying the assessments; and, also providing official notice of the PID's updated SAP to the Cameron County Clerk as required by Chapter 372, Texas Local Government Code. (Planning & Redevelopment Department/Office of the City Attorney/City Manager's Office)
- 2) Public Hearing and **ACTION** on **SECOND** and **FINAL READING** on **Ordinance Number 2026-1813**, amending Chapter 54, Health and Sanitation, Article VI, Smoking in Public Places, to modify regulations related to smoking in public places to include e-cigarettes and other electronic nicotine delivery system devices, such as vapes, regulations related to smoking in outside patios; and regulations for Cigar/Hookah Bars/Lounges. (Office of the City Attorney)
- 3) Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 2026-1814**, amending Chapter 2, Administration, Article II, City Commission, Section 2-26, Meetings and agendas, in order to adopt rules and procedures for executive session, including preserving confidentiality of topics discussed in executive session. (Office of the City Attorney/ City Manager's Office)
- 4) Public Hearing and **ACTION** to acknowledge the City Secretary's Certificate of Sufficiency for the Charter Amendment Petition, proposing the Brownsville First Jobs & Contracts Policy, establishing provisions relating to local hiring, City-funded contracts, small business participation, workforce

development, transparency, and safe working conditions; and **ACTION** on **FIRST READING** of **Ordinance Number 2026-1819** ordering a Charter Amendment Election to be held on Tuesday, November 3, 2026; providing for the publication and posting of notice; providing for early voting dates, times, and locations; and dealing with related matters. (Office of the City Secretary/Office of the City Attorney)

Consideración y **ACCIÓN** para dar constancia del Certificado de Suficiencia de la Secretaria Municipal para la Petición de Enmienda a la Carta Municipal que propone la adopción de la Política Brownsville First Jobs & Contracts, estableciendo disposiciones relacionadas con la contratación local, los contratos financiados por la Ciudad, la participación de pequeñas empresas, el desarrollo de la fuerza laboral, la transparencia y condiciones laborales seguras; y **ACCIÓN** en **PRIMERA LECTURA** de la **Ordenanza Número 2026-1819** ordenando una elección de enmienda a la Carta Municipal para llevarse a cabo el martes, 3 de noviembre de 2026; disponiendo la publicación y fijación de avisos; estableciendo las fechas, horarios y lugares de la votación anticipada; y tratando asuntos relacionados. (Oficina de la Secretaria Municipal/Oficina del Abogado Municipal)

ITEMS FOR INDIVIDUAL CONSIDERATION(S)

- 1) Consideration and **ACTION** to acknowledge the Cameron Appraisal District Chief Appraiser's Certification of the City of Brownsville's 2026 tax roll. (Financial Services Department)
- 2) Consideration and **ACTION** to acknowledge the Cameron County Tax Assessor-Collector's certification of the estimated ad valorem tax debt collection rate for tax year 2026, and the excess debt tax collections for tax year 2025. (Financial Services Department)
- 3) Consideration and **ACTION** to acknowledge the Finance Director's calculation of the City's No-New-Revenue and Voter-Approval tax rates for tax year 2026/fiscal year 2027. (Financial Services Department)
- 4) Consideration and **ACTION** to discuss a possible ad valorem tax rate increase and to authorize a public hearing on August 18, 2026, to discuss the proposed ad valorem tax rate that will exceed the No-New-Revenue tax rate. (Financial Services Department)
- 5) Consideration and **ACTION** on **Resolution Number 2026-112** to approve the 2026-2030 Regional Consolidated Plan & Allocation of the City of Brownsville's Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grant (ESG), subject to appropriation by the U.S. Department of Housing and Urban Development (HUD) for the 2026-2027 One Year Action Plan. (Grants & Community Development)
- 6) Consideration and **ACTION** on **Resolution Number 2026-115** to approve a one-time waiver of the maintenance bond required for the construction of improvements serving the Greater Brownsville Tech Park. (City Manager's Office/ GBEDC)

POSSIBLE ACTION ON ANY ITEM(S) AS DISCUSSED IN EXECUTIVE SESSION

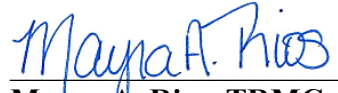
NOTE: The City Commission of the City of Brownsville reserves the right to discuss any items in Executive Session whenever authorized under the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.

ADJOURNMENT

NOTE: The City of Brownsville does not discriminate on the basis of disability in the admission of, access to, treatment of, or employment in its programs, activities, or public meetings. Any individual with a disability in need of an accommodation is encouraged to contact the Organizational Development & Human Resources Department at 956/548-6037 (voice or Relay TX) by Monday, no later than 12:00 P.M., to make proper arrangements.

By: John Cowen, Jr.
Mayor of the City of Brownsville

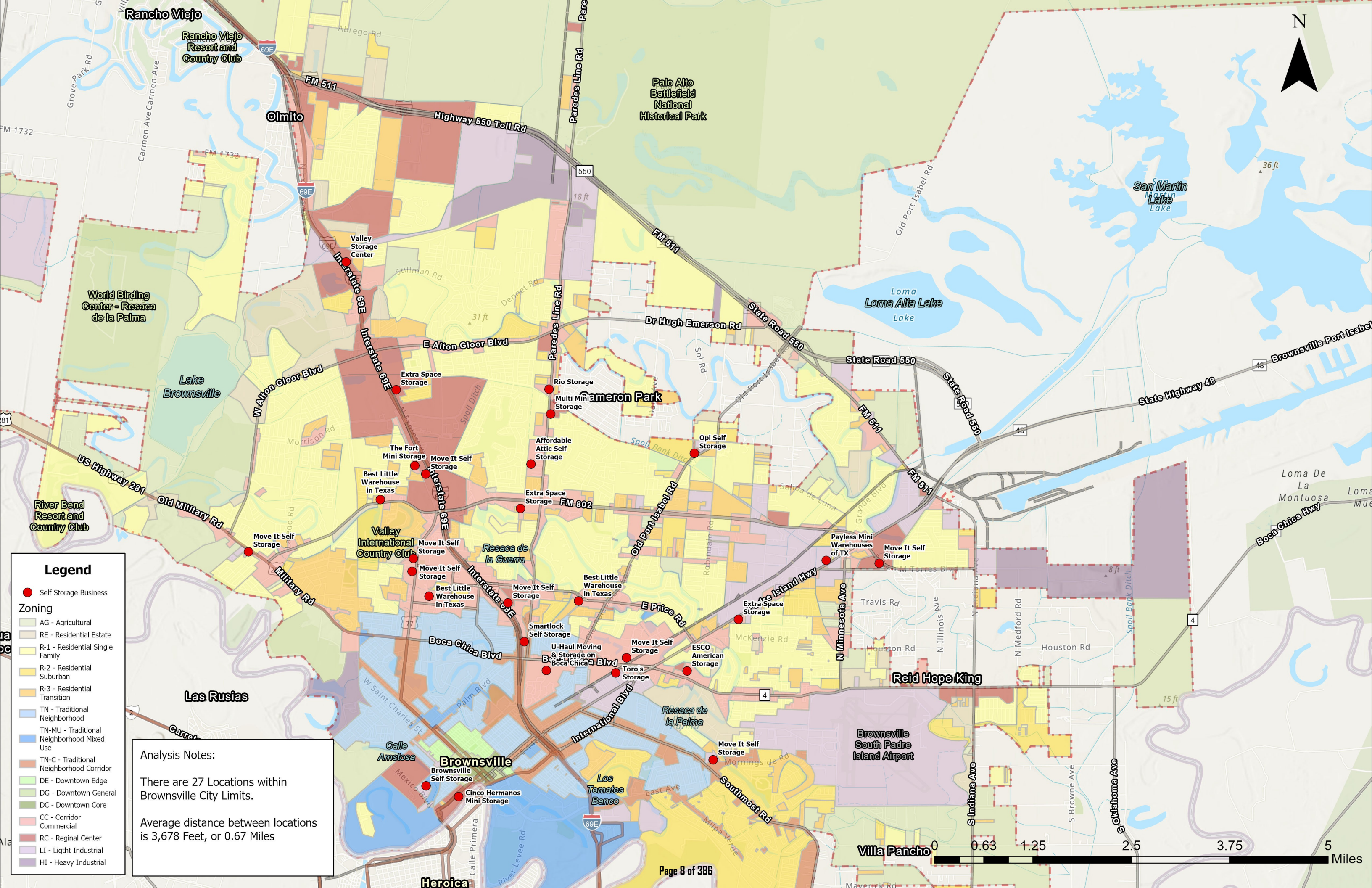
I, **Mayra A. Rios**, hereby certify that a copy of the Notice for the **August 4, 2026** Meeting of the Brownsville City Commission was posted on the designated bulletin board at City Hall – Federal Building, 1001 Elizabeth Street, a location readily accessible to the public, for at least three (3) business days prior to the scheduled meeting date, in compliance with Chapter 551 of the Texas Government Code. I further certify that the Agenda was posted on the City’s website and can be downloaded by accessing: <https://brownsvilletx.gov/129/Agendas-Minutes>

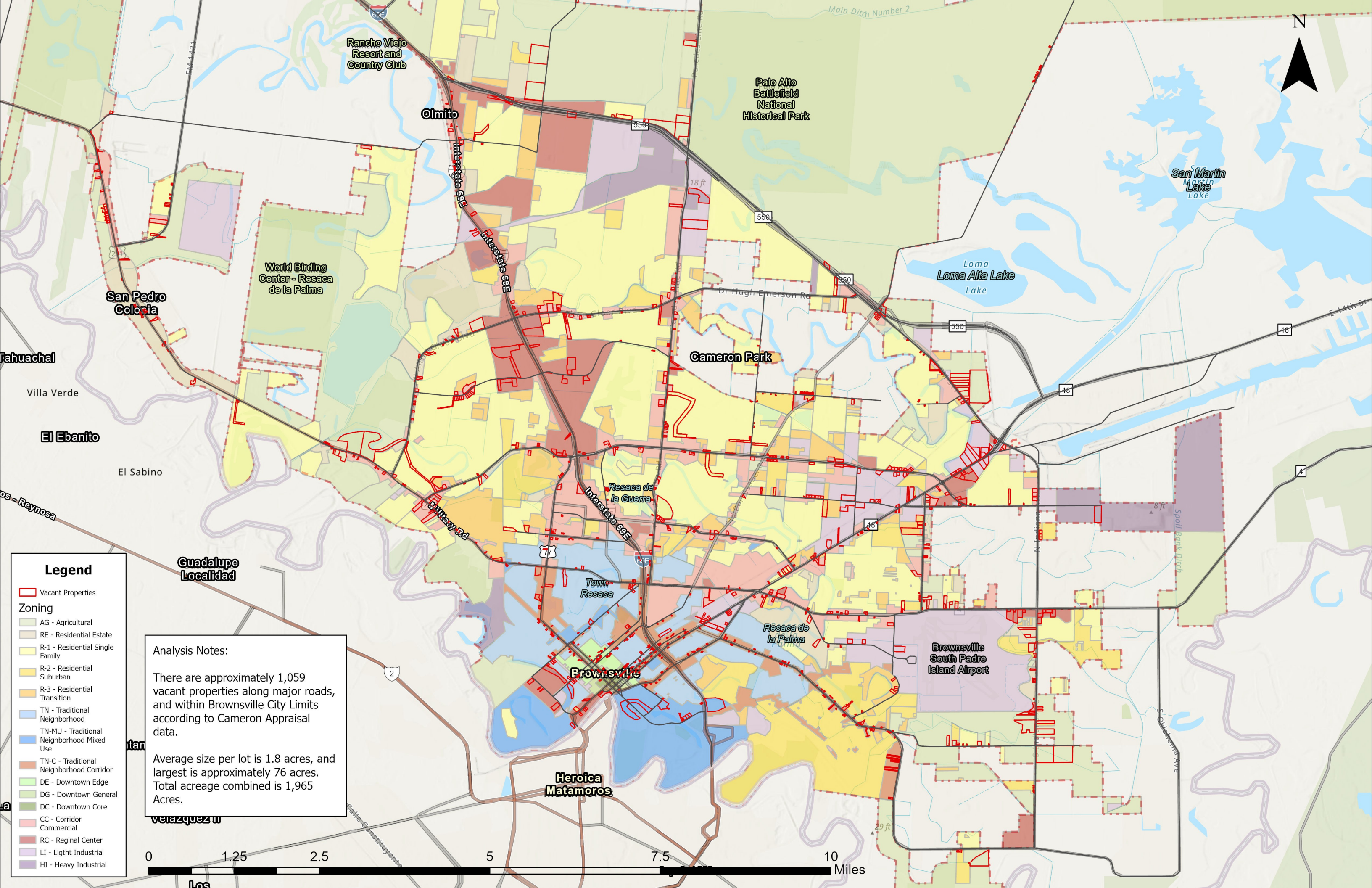

Mayra A. Rios, TRMC
City Secretary

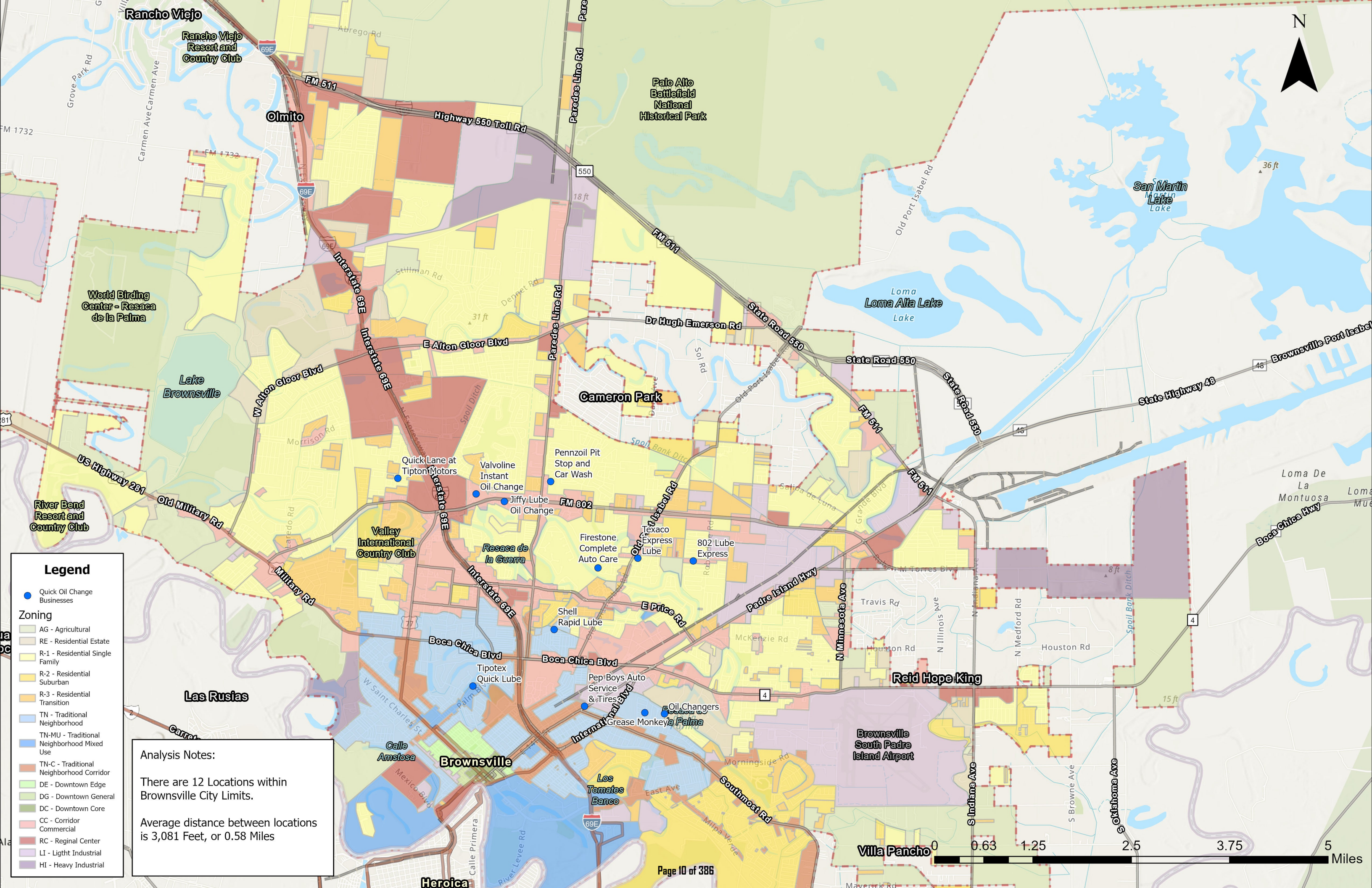
I certify that the attached notice and agenda of items to be considered by the Brownsville City Commission was removed by me from the Brownsville City Hall – Old Federal Building bulletin areas on the _____ day of _____, 2026.

Employee Name and Signature

Date







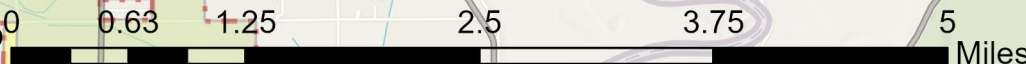
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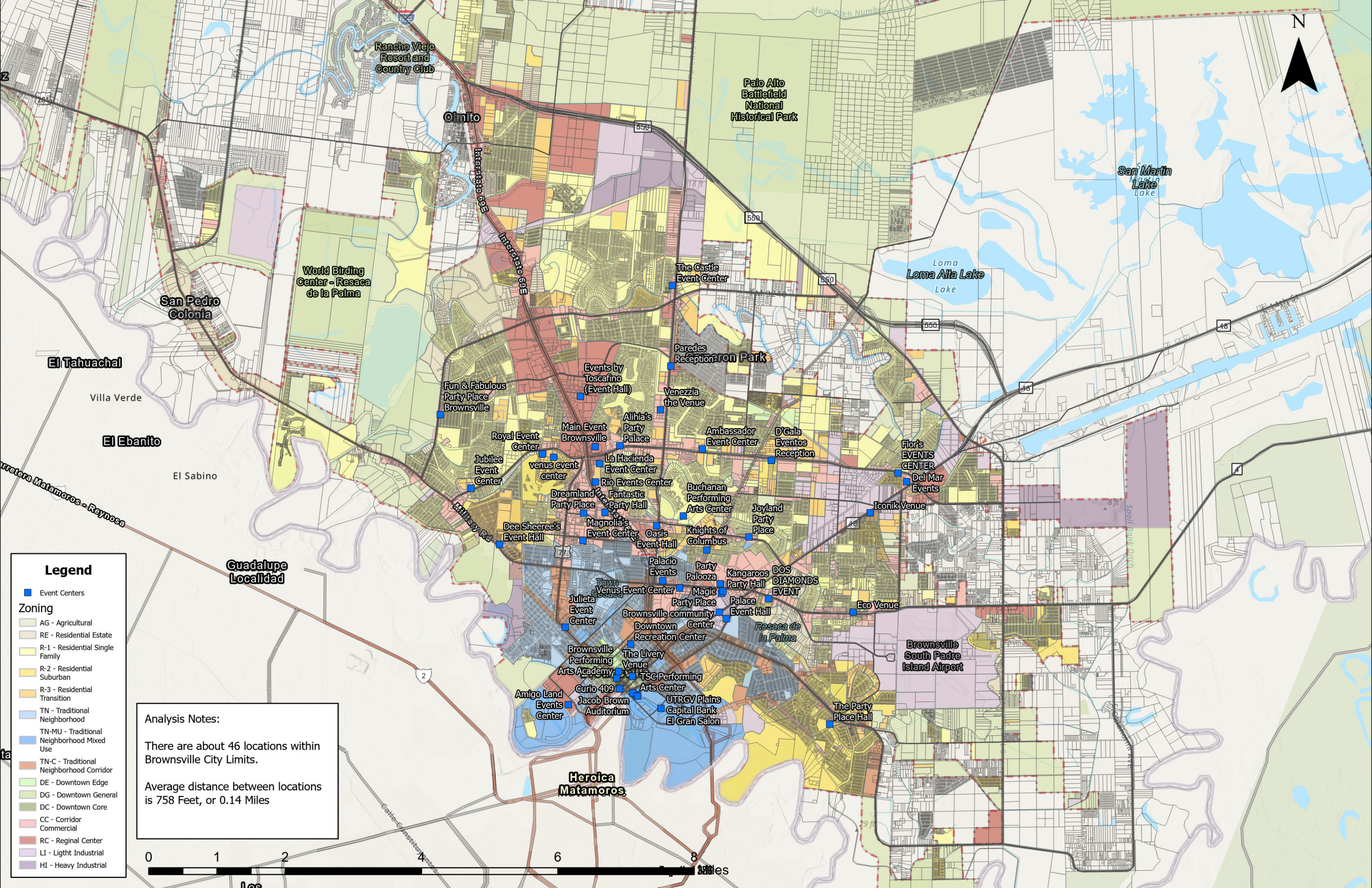
- Quick Oil Change Businesses
- Zoning
 - AG - Agricultural
 - RE - Residential Estate
 - R-1 - Residential Single Family
 - R-2 - Residential Suburban
 - R-3 - Residential Transition
 - TN - Traditional Neighborhood
 - TN-MU - Traditional Neighborhood Mixed Use
 - TN-C - Traditional Neighborhood Corridor
 - DE - Downtown Edge
 - DG - Downtown General
 - DC - Downtown Core
 - CC - Corridor Commercial
 - RC - Regional Center
 - LI - Light Industrial
 - HI - Heavy Industrial

Analysis Notes:

There are 12 Locations within Brownsville City Limits.

Average distance between locations is 3,081 Feet, or 0.58 Miles





Legend

■

Event Centers

Zoning

AG - Agricultural

RE - Residential Estate

R-1 - Residential Single Family

R-2 - Residential Suburban

R-3 - Residential Transition

TN - Traditional Neighborhood

TN-MU - Traditional Neighborhood Mixed Use

TN-C - Traditional Neighborhood Corridor

DE - Downtown Edge

DG - Downtown General

DC - Downtown Core

CC - Corridor Commercial

RC - Reginal Center

LI - Light Industrial

HI - Heavy Industrial

Analysis Notes:

There are about 46 locations within Brownsville City Limits.

Average distance between locations is 758 Feet, or 0.14 Miles





To: Mayor and City Commission
Through: Alan Guard, Interim City Manager
From: Stephen Muse, Accountant III
Date: Tuesday, August 4, 2026
Agenda #: Second Budget Worksession with City Commission for FY 2027. (Financial Services Department)

Summary:

1. Recap of First Workshop
2. Highlights from Proposed Budget
3. Compensation Plan Overview
4. Proposed Budget
5. Next Steps

Project Scope and Analysis:

Funding:

Source:

Amount:

Local Contribution if Applicable:

Recommendation:

Commission Pillar:

Governance

Attachments:

1. BCIC FY2027 Budget Memo and Backup
2. GBEDC FY2027 Budget Memo and Backup



MEMORANDUM

To: Honorable Mayor and Members of the Brownsville City Commission

From: Cori Peña, President/CEO and Victoria Padron, COO

Date: August 4, 2026

Subject: FY 2027 BCIC Proposed Budget

Executive Summary

The Brownsville Community Improvement Corporation (BCIC) presents its FY2027 Proposed Budget totaling \$10,073,798, as approved by the BCIC Board of Directors on July 27, 2026.

The budget is supported by \$9,364,189 in projected revenues and \$709,609 in previously approved FY2026 funds carried forward. These carryforward funds are not new revenue. Total sources of funds equal total expenditures, resulting in a balanced budget.

Compared to the FY2026 Amended Budget, projected revenues increase 10.3% while total expenditures decrease 6.1%.

The FY2027 budget continues BCIC's investment in economic and community development while leveraging partner and federal funding, maintaining existing City commitments, and prioritizing resources for programs serving businesses and residents throughout Brownsville.

FY2027 Budget Highlights

BCIC Operations — \$2,258,151

Operations reflect the personnel, benefits, technology, insurance, contractual services, and other costs required to administer BCIC programs, facilities, financial controls, and responsibly manage public funds.

City of Brownsville Quality of Life — \$4,011,097

This allocation reflects the City's 50% Type B sales tax allocation and allocated interest earnings, including the annual \$500,000 commitment for Brownsville Sports Park maintenance and operations.

Community Development — \$1,950,230

FY2027 funding supports new Community Initiatives, BIG Grants, BIG LIFT storefront improvements, and community sponsorships. Previously approved FY2026 projects remain fully funded and will remain classified as committed in fund balance until eligible reimbursements are submitted and paid.

Entrepreneurship & Innovation — \$1,163,500

BCIC continues to support entrepreneur training, acceleration, commercialization, access to capital, and business development initiatives. Approximately \$785,000, or 67%, of FY2027 Entrepreneurship & Innovation programming is supported through the GBEDC partnership, reducing the amount supported directly through BCIC resources.

City Service Contracts — \$445,820

Includes the annual airport debt service commitment of \$365,000, which ends in FY2028, and \$80,820 for administrative and human resources services provided to BCIC through the City partnership. These are distinct obligations and are separate from the Quality-of-Life allocation.

Strategic Projects & Investments — \$245,000

Includes a \$200,000 Strategic Investment Fund for Board-approved initiatives such as grant matching, feasibility studies, partnerships, and emerging economic development opportunities, and \$45,000 for eBridge infrastructure upgrades. All expenditures are subject to Board approval.

Fund Balance and Existing Commitments

BCIC's fund balance includes significant amounts that have already been committed, assigned, or reserved for approved projects and obligations.

As of June 30, 2026, \$17.6 million is Board-approved and reserved, including approximately \$10.95 million for City of Brownsville Quality of Life projects. These amounts are already committed, assigned, or reserved and are not currently available for new appropriation.

After application of the FY2027 appropriated fund balance, projected ending fund balance is approximately \$18.4 million, with projected unrestricted fund balance of approximately \$817,000. Beginning and ending fund balance amounts remain projections pending completion of the FY2026 year-end close.

eBridge Revolving Loan Fund

The eBridge Revolving Loan Fund is a separate federally restricted EDA fund and is not included in the BCIC operating fund amounts above.

Approximately \$950,000 is available for small business lending, with \$350,000 available for program administration. Loan repayments are reinvested into future loans, and the fund's administrative resources cover the Lending Coordinator position.

City Commission Review

The FY2027 Proposed Budget was approved by the BCIC Board of Directors on July 27, 2026, and is presented to the City Commission as part of the City's FY2027 budget process.

The FY2027 Proposed Budget was approved by the BCIC Board of Directors on July 27, 2026, and is presented to the City Commission as part of the City's FY2027 budget process, in advance of the scheduled public hearing and first reading on August 18, 2026.

Attachments

- FY2027 Proposed Budget
- FY2027 Budget Presentation



**Brownsville Community Improvement Corporation
FY 2027 PROPOSED Budget**

REVENUES	FY 2026 Amended	FY 2027 Proposed	Change
Projected Sales Tax Revenue	\$7,449,122.00	\$7,680,195.00	3.1%
Interest	\$677,304.00	\$684,000.00	1.0%
GBEDC Partnership Funding (MOU)	-	\$500,000.00	New
Grants - EDA	\$255,000.00	\$357,994.00	40.4%
eBridge Fund (RLF) Salary and Benefits Reimbursement	-	\$97,000.00	New
eBridge Leases	\$27,000.00	\$35,000.00	29.6%
Private Funds (SATOP & Angel Membership Dues)	\$20,000.00	\$10,000.00	(50.0%)
Public Funds (City Grant - Recovery Fund)	\$61,677.00	-	(100.0%)
Total Revenues	\$8,490,103.00	\$9,364,189.00	10.3%
Appropriated Fund Balance (see Note 2)	\$2,238,333.00	\$709,609.00	(68.3%)
Total Sources of Funds	\$10,728,436.00	\$10,073,798.00	(6.1%)

EXPENDITURES	FY 2026 Amended	FY 2027 Proposed	Change
BCIC Operations	\$1,990,650.00	\$2,258,151.00	13.4%
City of Brownsville QoL Projects	\$4,063,213.00	\$4,011,097.00	(1.3%)
Community Development Programs	\$3,026,573.00	\$1,950,230.00	(35.6%)
Entrepreneurial & Innovation Programs	\$1,080,000.00	\$1,163,500.00	7.7%
Strategic Projects & Investments	\$150,000.00	\$245,000.00	63.3%
City Service Contracts	\$418,000.00	\$445,820.00	6.7%
Total FY Expenditures	\$10,728,436.00	\$10,073,798.00	(6.1%)

Total Sources of Funds Less Total Expenditures	-	-	
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APPROPRIATED FUND BALANCE - COMPOSITION		FY 2027 Proposed	
GBEDC FY 2025 Partnership Funds - restricted to Entrepreneurship & Innovation		\$285,000.00	
Community Development FY 2026 Funds - unrestricted		\$424,609.00	
Total Appropriated Fund Balance		\$709,609.00	

These are FY 2026 funds previously approved by the BCIC Board that were not spent. They are not new revenue.

PROJECTED FUND BALANCE		FY 2027 Proposed	
Projected Beginning Fund Balance - 10/1/2026		\$19,144,699	
Less: Appropriated Fund Balance applied to FY 2027		(\$709,609)	
Projected Ending Fund Balance - 9/30/2027		\$18,435,090	

BOARD APPROVED AND RESERVED FUNDS		As of June 30, 2026	% of Total
Committed - City of Brownsville Quality of Life Projects		\$10,951,954	62.2%
Committed - BCIC Community Development / Quality of Life		\$2,392,652	13.6%
Committed - Business Improvement & Growth (BIG) Grants		\$928,048	5.3%
Assigned - GBEDC MOU and Business Advancement Fund		\$315,000	1.8%
Continuity & Resilience Fund and Capital Improvement Reserve		\$3,030,000	17.2%
Total Board Approved and Reserved Funds		\$17,617,653	100.0%

PROJECTED UNRESTRICTED FUND BALANCE (09/30/2027)		Amount	
Projected Ending Fund Balance Less Board Approved and Reserved Funds		\$817,437	

eBRIDGE FUND - REVOLVING LOAN FUND		FY 2027	
Available for lending		\$950,000.00	
Program administration		\$350,000.00	

A separate federal EDA revolving loan fund (Fund 24). Restricted to program use and not included in the amounts above. Loan repayments are re-lent, and the fund's administrative fees cover the Lending Coordinator position in full.

**Unrestricted fund balance reflects flexible cash flow. The amount changes monthly due to revenues (sales tax, interest) and program expenses. BCIC grants and project funding reimburse after a project is complete, so Board-approved commitments remain on the balance sheet until a recipient submits an eligible reimbursement request; committed, assigned and reserved balances are not available for new appropriation. Beginning fund balance is a projection pending FY 2026 year-end close.*

NOTES			
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1. The FY 2027 proposed budget is balanced. Total sources of funds equal total expenditures.
2. Appropriated fund balance of \$709,609 consists of unspent FY 2026 Community Development funds (\$424,609) and remaining FY 2025 GBEDC Partnership funds (\$285,000). Both were previously approved by the BCIC Board and are carried forward into FY 2027; they are not new revenue. FY 2026 was likewise balanced through appropriated fund balance.
3. Of the appropriated fund balance, \$285,000 is restricted to Entrepreneurship and Innovation expenditures under the GBEDC Partnership Agreement.
4. On July 27, 2026 the BCIC Board allocated the remaining \$400,230 of available fund balance: \$250,000 to Community Initiatives & Grants and \$150,230 to the BIG LIFT Program.
5. City of Brownsville QoL Projects reflect the 50% Type B sales tax allocation plus allocated interest earnings, and include the annual \$500,000 commitment for Brownsville Sports Park maintenance and operations.
6. The Community Development decrease reflects funding available for new FY 2027 awards only. Approximately \$1.17 million in previously approved FY 2026 commitments remains available until eligible reimbursement requests are submitted.

BCIC FY 2027 Budget - PROPOSED

Approved by BCIC Board of Directors on 07/27/2026

City Commission Budget Workshop 08/04/2026

Brownsville Community Improvement Corporation
FY 2027 PROPOSED Budget - Program Detail

FY 2026 Amended Budget compared to FY 2027 Proposed Budget

CITY OF BROWNSVILLE - QUALITY OF LIFE	FY 2026 Amended	FY 2027 Proposed	Change
City-Designated Quality of Life Projects	\$3,563,213.00	\$3,511,097.00	(1.5%)
Brownsville Sports Park - Maintenance & Operations	\$500,000.00	\$500,000.00	-
Subtotal	\$4,063,213.00	\$4,011,097.00	(1.3%)

BCIC OPERATIONS	FY 2026 Amended	FY 2027 Proposed	Change
Personnel, benefits, technology, insurance & operating costs	\$1,990,650.00	\$2,258,151.00	13.4%
Subtotal	\$1,990,650.00	\$2,258,151.00	13.4%

COMMUNITY DEVELOPMENT PROGRAMS	FY 2026 Amended	FY 2027 Proposed	Change
Community Initiatives & Grants	\$1,601,573.00	\$600,000.00	(62.5%)
Business Improvement & Growth (BIG) Grants - Downtown	\$800,000.00	\$600,000.00	(25.0%)
BIG LIFT Program - Citywide Storefront Improvements	\$500,000.00	\$650,230.00	30.0%
Sponsorships - Cultural Events & Marketing Campaigns	\$125,000.00	\$100,000.00	(20.0%)
Subtotal	\$3,026,573.00	\$1,950,230.00	(35.6%)

ENTREPRENEURIAL & INNOVATION PROGRAMS	FY 2026 Amended	FY 2027 Proposed	Change
StartUp Texas Accelerator Programs	\$320,000.00	\$300,000.00	(6.3%)
eBridge Center Facilities	\$238,500.00	\$213,500.00	(10.5%)
Pilot Programs for Emerging Opportunities	-	\$126,000.00	New
Business Advancement Fund	\$30,000.00	\$125,000.00	316.7%
Prototyping & Commercialization	-	\$120,000.00	New
eBridge Academy (Kauffman Cohorts)	\$44,000.00	\$84,000.00	90.9%
RGV Startup Week	\$54,500.00	\$80,000.00	46.8%
Training, Workshops, Network Mixers & Speaker Series	\$5,000.00	\$60,000.00	Expanded
Alamo Angels Investment Chapter	\$57,000.00	\$55,000.00	(3.5%)
StartUp Texas SBIR - integrated into Accelerator	\$125,000.00	-	(100.0%)
Frontera Leadership Program - concluded	\$100,000.00	-	(100.0%)
Space Accelerator Program - paused	\$100,000.00	-	(100.0%)
Business Incubation Program - under evaluation	\$6,000.00	-	(100.0%)
Subtotal	\$1,080,000.00	\$1,163,500.00	7.7%

CITY SERVICE CONTRACTS	FY 2026 Amended	FY 2027 Proposed	Change
Administrative & Human Resources Services - City of Brownsville	\$53,000.00	\$80,820.00	52.5%
Airport Debt Service (commitment ends FY 2028)	\$365,000.00	\$365,000.00	-
Subtotal	\$418,000.00	\$445,820.00	6.7%

STRATEGIC PROJECTS & INVESTMENTS	FY 2026 Amended	FY 2027 Proposed	Change
Strategic Investment Fund	-	\$200,000.00	New
eBridge Infrastructure Upgrades - Blueprint Lab & Courtyard	\$150,000.00	\$45,000.00	(70.0%)
Subtotal	\$150,000.00	\$245,000.00	63.3%

TOTAL FY EXPENDITURES	\$10,728,436.00	\$10,073,798.00	(6.1%)
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FY 2026 amounts reflect the FY 2026 Amended Budget as adopted. Where the FY 2026 Budget Amendment applied GBEDC MOU funds to an Entrepreneurship & Innovation line, the approved appropriation is shown; GBEDC funds are assigned fund balance rather than appropriated expenditure.

BCIC FY 2027 Budget - PROPOSED

Approved by BCIC Board of Directors on 07/27/2026

City Commission Budget Workshop 08/04/2026

Brownsville Community Improvement Corporation

FY 2027 Annual BCIC Operating Budget

Detail supporting the BCIC Operations appropriation

PERSONNEL SERVICES AND BENEFITS	FY 2026 Amended	FY 2027 Proposed	Change
601/602/607 - Payroll, All Staff	\$891,617.00	\$1,015,500.00	13.9%
606 - TMRS	\$165,500.00	\$178,000.00	7.6%
607 - F.I.C.A.	\$72,500.00	\$78,000.00	7.6%
608 - Medical Insurance	\$90,000.00	\$93,000.00	3.3%
609 - Life Insurance	\$1,000.00	\$900.00	(10.0%)
610 - Workers Compensation	\$1,710.00	\$1,850.00	8.2%
623 - Dental Insurance	\$3,200.00	\$3,200.00	-
624 - Employee Performance-Based Compensation	\$74,770.00	\$102,500.00	37.1%
625 - Employee Supplementary Development Plan	\$13,500.00	\$15,000.00	11.1%
806 - Unemployment Insurance Premium	\$1,000.00	\$1,000.00	-
770 - Staff Professional Development	\$25,000.00	\$32,000.00	28.0%
770-01 - Board Professional Development	\$4,000.00	\$4,000.00	-
779-32 - Internship Program	\$5,000.00	\$10,000.00	100.0%
Retirement Plan 457(b)	\$4,000.00	\$4,000.00	-
Auto Allowance	\$9,300.00	\$16,000.00	72.0%
Personnel Services and Benefits Totals	\$1,362,097.00	\$1,554,950.00	14.2%

MATERIALS AND SUPPLIES	FY 2026 Amended	FY 2027 Proposed	Change
701 - Office Supplies	\$5,052.00	\$5,000.00	(1.0%)
703 - Meeting Expenses, Meals and Disposables	\$15,000.00	\$20,000.00	33.3%
704 - Wearing Apparel and Dry Goods	\$2,000.00	\$3,000.00	50.0%
706 - Minor TI / Equipment / Furniture	\$10,000.00	\$12,000.00	20.0%
707 - Laundry and Janitorial Supplies	\$500.00	\$500.00	-
709 - Recreational and Promotional	\$25,000.00	\$35,000.00	40.0%
710 - Books and Periodicals	\$500.00	\$300.00	(40.0%)
711 - Postage and Shipping	\$1,000.00	\$200.00	(80.0%)
712 - Video and Photo Equipment under \$5,000	\$2,000.00	\$1,500.00	(25.0%)
Materials and Supplies Totals	\$61,052.00	\$77,500.00	26.9%

MISCELLANEOUS SERVICES	FY 2026 Amended	FY 2027 Proposed	Change
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761 - Communications (telephone, mobile, data)	\$7,500.00	\$8,700.00	16.0%
765 - Professional Services	\$221,000.00	\$226,000.00	2.3%
766 - Advertising	\$100,000.00	\$110,000.00	10.0%
767 - Staff Travel Expenses	\$60,000.00	\$70,000.00	16.7%
767-01 - Board Travel Expenses	\$10,000.00	\$12,000.00	20.0%
775 - Rental of Buildings and Land	\$1.00	\$1.00	-
776 - Dues and Memberships	\$125,000.00	\$125,000.00	-
779-01 - Other Taxes	\$4,000.00	\$4,000.00	-
779-02 - Support Events and Sponsorships	\$40,000.00	\$40,000.00	-
779-03 - Contingency	-	\$30,000.00	New
Miscellaneous Services Totals	\$567,501.00	\$625,701.00	10.3%

TOTAL BCIC OPERATING BUDGET	\$1,990,650.00	\$2,258,151.00	13.4%
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BCIC FY 2027 Budget - PROPOSED

Approved by BCIC Board of Directors on 07/27/2026

City Commission Budget Workshop 08/04/2026

eBridge Center for Business and Commercialization
FY 2027 Operating Budget

Detail supporting the eBridge Center Facilities line

ACCOUNT	FY 2026 Budget	FY 2027 Proposed	Change
701 - Office Supplies	\$2,500.00	-	(100.0%)
703 - Meeting Related Expenses	\$5,000.00	\$3,000.00	(40.0%)
706 - Minor TI / Equipment / Furniture (under \$5,000)	\$10,000.00	\$10,000.00	-
741 - Building and Structures	\$1,000.00	-	(100.0%)
752 - Machinery and Equipment Maintenance	\$5,000.00	-	(100.0%)
761 - Communications	\$35,000.00	\$30,000.00	(14.3%)
762 - Equipment Rental	\$8,000.00	\$8,000.00	-
763 - Insurance and Bonds	\$5,000.00	\$5,500.00	10.0%
765 - Professional Services	\$110,000.00	\$100,000.00	(9.1%)
777 - Utilities	\$12,000.00	\$12,000.00	-
779 - Other	\$35,000.00	\$35,000.00	-
886 - Capital Improvement Reserve Fund	\$10,000.00	\$10,000.00	-
TOTAL eBRIDGE CENTER OPERATING BUDGET	\$238,500.00	\$213,500.00	(10.5%)

BCIC FY 2027 Budget - PROPOSED

Approved by BCIC Board of Directors on 07/27/2026

City Commission Budget Workshop 08/04/2026

Brownsville Community Improvement Corporation
Committed, Assigned and Restricted Funds

As of June 30, 2026

COMMITTED - CITY OF BROWNSVILLE QUALITY OF LIFE PROJECTS	Amount	% of Total
CITY QOL 2024	\$547,053	3.1%
CITY QOL 2025	\$6,185,901	35.1%
CITY QOL 2026	\$3,719,000	21.1%
CITY QOL 2026 - BSP M&O Contract	\$500,000	2.8%
Subtotal - City of Brownsville Quality of Life Projects	\$10,951,954	62.2%

COMMITTED - BCIC COMMUNITY DEVELOPMENT / QUALITY OF LIFE	Amount	% of Total
BCIC QOL 2024	\$55,222	0.3%
BCIC QOL 2025	\$1,237,820	7.0%
BCIC QOL 2026	\$1,099,609	6.2%
Subtotal - BCIC Community Development	\$2,392,652	13.6%

COMMITTED - BUSINESS IMPROVEMENT & GROWTH (BIG) GRANTS	Amount	% of Total
BIG 2023	\$30,000	0.2%
BIG 2024	\$415,950	2.4%
BIG 2025	\$146,798	0.8%
BIG 2026	\$335,300	1.9%
Subtotal - BIG Grants	\$928,048	5.3%

ASSIGNED	Amount	% of Total
GBEDC MOU FY 2025	\$285,000	1.6%
Business Advancement Fund	\$30,000	0.2%
Subtotal - Assigned	\$315,000	1.8%

BOARD RESERVED	Amount	% of Total
Rainy Day / Reserve Fund Balance	\$3,000,000	17.0%
Capital Improvement Reserve Fund	\$30,000	0.2%
TOTAL RESTRICTED AND COMMITTED FUNDS	\$17,617,653	100.0%

Of the funds BCIC holds as committed, 62% are City of Brownsville Quality of Life projects awaiting completion and eligible reimbursement. These are City projects, not BCIC balances.

Committed, assigned and reserved balances are not available for new appropriation. BCIC grants and project funding reimburse after a project is complete, so approved commitments remain on the balance sheet until the recipient submits an eligible reimbursement request.

BCIC FY 2027 Budget - PROPOSED

Approved by BCIC Board of Directors on 07/27/2026

City Commission Budget Workshop 08/04/2026



To: Mayor and City Commission

Through: Alan Guard, City Manager

From: Gilberto Salinas, President & CEO and Salvador Villalpando, Director of Budget & Investments

Date: August 4, 2026

Agenda #: Second Budget Work Session with City Commission for FY2027

Summary: The Greater Brownsville Economic Development Corporation (GBEDC) will present its proposed Fiscal Year 2027 budget for City Commission review and discussion.

The proposed budget includes \$22.2 million in total revenues and \$17.0 million in total expenditures.

Operating revenues total \$9.0 million and fully support \$9.0 million in operating expenditures, contractual commitments, workforce initiatives, and strategic initiatives.

The budget also includes \$13.2 million in anticipated industrial land sale proceeds and an \$8.0 million investment in Greater Brownsville Tech District Phase 2 site development and infrastructure improvements.

After these activities, the projected ending fund balance is \$16.8 million, an increase of approximately \$5.2 million from the projected FY2027 beginning fund balance.

Attachments: GBEDC FY2027 Budget Backup

Fiscal Year 2027 Budget (October 1, 2026 - September 30, 2027)

Account / Category	FY26 Budget (\$)	FY27 Budget (\$)	FY27 Budget Variance (\$)	FY27 Budget Variance (%)
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OPERATING REVENUES

Sales Taxes	\$8,000,000	\$8,400,000	\$400,000	5.0%
Interest Earned	\$1,200,000	\$600,000	(\$600,000)	-50.0%
Total Operating Revenues	\$9,200,000	\$9,000,000	(\$200,000)	-2.2%

INDUSTRIAL LAND REVENUES

Sale of Land ^A	-	\$13,155,000	\$13,155,000	-
Total Industrial Land Revenues	-	\$13,155,000	\$13,155,000	-

^ABudget assumes the sale of Phase 1 lots during FY2027 based on executed letters of intent.

TOTAL REVENUES	\$9,200,000	\$22,155,000	\$12,955,000	140.8%
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OPERATING - PERSONNEL SERVICES & BENEFITS

Payroll ^B	\$1,742,000	\$2,223,000	\$481,000	27.6%
TMRS	\$304,000	\$382,000	\$78,000	25.7%
Performance-Based Bonuses	-	\$320,000	\$320,000	-
Benefits	\$212,000	\$310,000	\$98,000	46.2%
Total Personnel Services & Benefits	\$2,258,000	\$3,235,000	\$977,000	43.3%

^BIncludes 3% salary adjustment for all positions and creation of a dedicated Workforce Department.

OPERATING - GENERAL OPERATING

Communications-Telephone Services	\$60,000	\$60,000	-	0.0%
Dues & Memberships	\$50,000	\$50,000	-	0.0%
Equipment, Furniture, and Technology	\$40,000	\$40,000	-	0.0%
Young House Maint. and Landscaping	\$25,000	\$25,000	-	0.0%
Building & Structures	\$52,500	\$25,000	(\$27,500)	-52.4%
Laundry & Janitorial Supplies	\$15,000	\$15,000	-	0.0%
Rental of Buildings and Land	\$12,000	\$12,000	-	0.0%
Meeting Meals	\$10,000	\$10,000	-	0.0%
Machinery & Equipment Maintenance	\$10,000	\$10,000	-	0.0%
Office Supplies	\$7,500	\$7,500	-	0.0%
Other Expense	\$10,000	\$6,438	(\$3,562)	-35.6%
Vehicle Expense	\$10,000	\$5,000	(\$5,000)	-50.0%
Staff & Branded Apparel	\$5,000	\$2,500	(\$2,500)	-50.0%
Liability Insurance or Bonds	\$2,500	\$2,500	-	0.0%
Postage / Shipping Charges	\$250	\$250	-	0.0%
Total General Operating Expenses	\$309,750	\$271,188	(\$38,562)	-12.4%

OPERATING - MARKETING

Marketing Consultants	\$275,000	\$200,000	(\$75,000)	-27.3%
Marketing & Promotion	\$275,000	\$200,000	(\$75,000)	-27.3%
Total Marketing	\$550,000	\$400,000	(\$150,000)	-27.3%

OPERATING - COMMUNITY ACTIVITIES

Sponsorships	\$100,000	\$75,000	(\$25,000)	-25.0%
Total Community Activities	\$100,000	\$75,000	(\$25,000)	-25.0%

Fiscal Year 2027 Budget (October 1, 2026 - September 30, 2027)

Account / Category	FY26 Budget (\$)	FY27 Budget (\$)	FY27 Budget Variance (\$)	FY27 Budget Variance (%)
OPERATING - PROFESSIONAL SERVICES				
Professional Services - Strategic Plan	-	\$100,000	\$100,000	-
Professional Services - Lead Generation	-	\$50,000	\$50,000	-
PS - Attorney fees /Auditors	\$70,000	\$50,000	(\$20,000)	-28.6%
Professional Services	\$165,000	\$25,000	(\$140,000)	-84.8%
PS: Project Due Diligence	\$30,000	-	(\$30,000)	-100.0%
Professional Research	\$25,000	-	(\$25,000)	-100.0%
Total Professional Services	\$290,000	\$225,000	(\$65,000)	-22.4%
OPERATING - TRAVEL				
Business Recruitment	\$150,000	\$150,000	-	0.0%
Registration and Event Fees	-	\$75,000	\$75,000	-
Conferences & Events	\$70,000	\$70,000	-	0.0%
Total Travel	\$220,000	\$295,000	\$75,000	34.1%
OPERATING - CITY OF BROWNSVILLE ADMINISTRATIVE SERVICES				
COB Admin. Services	\$136,312	\$136,312	-	0.0%
Total Cob Administrative Services	\$136,312	\$136,312	-	0.0%
OPERATING - PROFESSIONAL DEVELOPMENT				
Staff Professional Development	\$45,000	\$10,000	(\$35,000)	-77.8%
Education	\$25,000	\$10,000	(\$15,000)	-60.0%
Board Professional Development	\$2,500	\$2,500	-	0.0%
Total Professional Development	\$72,500	\$22,500	(\$50,000)	-69.0%
CONTRACTUAL COMMITMENTS - ECONOMIC DEVELOPMENT PARTNERSHIPS				
Project Red Planet	-	\$1,000,000	\$1,000,000	-
Project Oxidizing	\$250,000	\$250,000	-	0.0%
Rich Products	-	\$196,000	\$196,000	-
Total Contractual Commitments	\$250,000	\$1,446,000	\$1,196,000	478.4%
CONTRACTUAL COMMITMENTS - CITY OF BROWNSVILLE, AIRPORT DEVELOPMENT CONTRIBUTIONS				
COB, Debt Service - Airport	\$944,000	\$944,000	-	0.0%
COB, ILA - Airport Pan Am Building	-	\$500,000	\$500,000	-
Total COB, Airport	\$944,000	\$1,444,000	\$500,000	53.0%
STRATEGIC INITIATIVES - WORKFORCE				
VIDA	\$300,000	\$300,000	-	0.0%
Workforce Events	\$250,000	\$250,000	-	0.0%
Workforce Dev. & Training	\$300,000	\$200,000	(\$100,000)	-33.3%
Community College Partnerships	-	\$200,000	\$200,000	-
Small Industry Programs	\$200,000	\$150,000	(\$50,000)	-25.0%
Total Workforce	\$1,050,000	\$1,100,000	\$50,000	4.8%

Fiscal Year 2027 Budget (October 1, 2026 - September 30, 2027)

Account / Category	FY26 Budget (\$)	FY27 Budget (\$)	FY27 Budget Variance (\$)	FY27 Budget Variance (%)
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STRATEGIC INITIATIVES

Strategic Initiatives Contingency	\$200,000	\$125,000	(\$75,000)	-37.5%
Prospect Development	\$25,000	\$100,000	\$75,000	300.0%
Space & Defense Activities	\$250,000	\$100,000	(\$150,000)	-60.0%
NBIP - Maintenance	\$380,000	\$25,000	(\$355,000)	-93.4%
GBIC Prospect Vehicle	\$50,000	-	(\$50,000)	-100.0%
BCIC Strategic Partnership	\$500,000	-	(\$500,000)	-100.0%
Total Strategic Initiatives	1,405,000	350,000	(1,055,000)	-75.1%

INDUSTRIAL LAND & INFRASTRUCTURE

GB Tech District - Phase 2 ^C	\$5,000,000	\$8,000,000	\$3,000,000	60.0%
Greater Brownsville EDC Office Building	\$2,400,000	-	(\$2,400,000)	-100.0%
GB Tech District - Phase 1	\$6,500,000	-	(\$6,500,000)	-100.0%
Total Industrial Land	13,900,000	8,000,000	(5,900,000)	-42.4%

^CIncludes Phase 2 site development and infrastructure improvements (186 acres).

TOTAL EXPENDITURES	\$21,485,562	\$17,000,000	(\$4,485,562)	-20.9%
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SUMMARY

OPERATING REVENUES	\$9,200,000	\$9,000,000	(\$200,000)	-2.2%
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OPERATING	\$3,936,562	\$4,660,000	\$723,438	18.4%
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CONTRACTUAL COMMITMENTS	\$1,194,000	\$2,890,000	\$1,696,000	142.0%
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STRATEGIC INITIATIVES	\$2,455,000	\$1,450,000	(\$1,005,000)	-40.9%
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INDUSTRIAL LAND & INFRASTRUCTURE	\$13,900,000	\$8,000,000	(\$5,900,000)	-42.4%
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TOTAL EXPENDITURES	\$21,485,562	\$17,000,000	(\$4,485,562)	-20.9%
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OPERATING SURPLUS (DEFICIT)	(\$12,285,562)	(\$8,000,000)	\$4,285,562	-34.9%
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INDUSTRIAL LAND REVENUES	-	\$13,155,000	\$13,155,000	-
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NET CHANGE IN FUND BALANCE	(\$12,285,562)	\$5,155,000	\$17,440,562	-142.0%
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BEGINNING FUND BALANCE^D	\$26,840,268	\$11,659,166		
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ENDING FUND BALANCE	\$14,554,706	\$16,814,166		
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^DFY2027 beginning fund balance reflects projected FY2026 ending fund balance.



To: Mayor and City Commission
Through: Alan Guard, Interim City Manager
From: Perla Cepeda, Organizational Dev. & Human Resources Director
Date: Tuesday, August 4, 2026
Agenda #: Consideration and **ACTION** to authorize the City Manager to execute a budgeted Group Critical Illness Interlocal Agreement with the Texas Municipal League Intergovernmental Risk Pool (TMLIRP), enabling eligible Pool members to obtain Group Critical Illness Coverage in accordance with House Bill 4144 of the 89th Texas Legislature. (Organizational Development & Human Resources)

Summary:

Under House Bill 4144, the City of Brownsville, as an entity with 50 or more employees, is required to provide a Group Critical Illness Policy to specific retirees from the Police and Fire Department as one of the options for complying with this bill. TML IRP has provided the most cost-effective and bill-compliant option for the group. Hence, the need to execute the attached Interlocal Agreement to access the policy mentioned herein. A summary of the policy coverage and specifications, including cost, is attached.

Under the agreement, the Texas Municipal League Joint Self-Insurance Fund will serve solely as the initial policyholder.

Project Scope and Analysis:

Please review attached memo and policy summary as back for the request to enter into the above mentioned Group Critical Illness Interlocal Agreement with TML IRP.

Funding:

Source: Contingency Account #: 70-9110-876-201

Amount: 5,000.00

Local Contribution if Applicable:

Recommendation:

Please approve request to enter into a Group Critical Illness Interlocal Agreement with TML IRP for compliance of House Bill 4144.

Commission Pillar:

Governance

Attachments:

1. TML IRP MetLife Critical Illness Plan Summary Rates exp 2027.12
2. TMLIRP Interlocal Agreement - Legal Approved
3. MEMO - Group Critical Illness Interlocal Agreement - Legal Approved



Critical Illness Insurance

Benefits you can use as you see fit, such as to help cover expenses that are not covered by your medical plan.

Critical Illness Insurance Benefits

Eligible Individual	Benefit Amount	Requirements
Coverage Options		
Peace Officer and/or Firefighter Retiree members of Texas Municipal League Intergovernmental Risk Pool	The lesser of one times the basic annual earnings on file prior to retirement rounded to the next higher \$1,000, or \$100,000	3 Years of consecutive coverage is provided as Employer Paid when you have retired on or after 1/1/2026

Benefit Payment

Your plan pays a lump-sum benefit upon the first verified diagnosis of each Covered Condition that occurs within the first three years of your retirement. Please refer to the table below for the percentage benefit payable for each Covered Condition.

Covered Conditions*	One Time Benefit
Cancer Category	
Type A Cancer: cancer that originates at the stomach, colon, rectum, skin (excluding malignant melanoma), prostate, testis, or brain	100% of Benefit Amount
Type B Cancer: non-Hodgkin's lymphoma	100% of Benefit Amount
Type C Cancer: multiple myeloma	100% of Benefit Amount
Type D Cancer: malignant melanoma	100% of Benefit Amount
Type E: renal cell carcinoma	100% of Benefit Amount
Heart Attack Category	
Heart Attack	100% of Benefit Amount
Stroke Category	
Stroke	100% of Benefit Amount

* Notes Regarding Covered Conditions

MetLife will not pay a benefit for a Covered Condition that is diagnosed prior to the coverage effective date.

- Cancer – Please review the certificate for specific information about cancer benefits. In most states, not all types of cancer are covered.
- Heart Attack – The Heart Attack Covered Condition pays a benefit for the occurrence of a myocardial infarction, subject to the terms of the certificate. A myocardial infarction does not include sudden cardiac arrest.
- Stroke – In certain states, the Covered Condition is Severe Stroke.



Critical Illness Insurance

Example of How Benefits are Paid

The example below illustrates a retiree who has a Benefit Amount of \$100,000.

Illness – Covered Condition	Payment
Heart Attack — first verified diagnosis, year one of coverage	Initial Benefit payment of \$100,000 or 100%
Stroke – first verified diagnosis, year two of coverage	Initial Benefit payment of \$100,000 or 100%

This example is for illustrative purposes only. The MetLife Critical Illness Insurance Policy and Certificate are the governing documents with respect to all matters of insurance, including coverage for specific illnesses. The specific facts of each claim must be evaluated in conjunction with the provisions of the applicable Policy and Certificate to determine coverage in each individual case.

Question & Answer

Q. Who do I call for assistance?

A. Call 1-800-313-7008 or email at texashb4144@amwins.com

Insurance Rates

MetLife offers group rates, your retiree rates are outlined below.

Monthly Premium per \$1,000 of Coverage

Age	Employee Only
<25	\$0.06
25–29	\$0.08
30–34	\$0.14
35–39	\$0.25
40–44	\$0.46
45–49	\$0.73
50–54	\$1.15
55–59	\$1.73
60–64	\$2.41
65–69	\$3.14
70–74	\$4.01
75–79	\$4.75
80–84	\$5.30
85+	\$5.54

Rates will increase when a Covered Person reaches a new age band.

Rates are subject to change.

METLIFE CRITICAL ILLNESS INSURANCE (CII) IS A LIMITED BENEFIT GROUP INSURANCE POLICY. Like most group accident and health insurance policies, MetLife's CII policies contain certain exclusions, limitations and terms for keeping them in force. Product features and availability vary by state. There may be a preexisting condition exclusion. There may be a Benefit Reduction Due to Age provision. There may be a Benefit Suspension Period between recurrences of the same Covered Condition or occurrences of different Covered Conditions. Attained Age rates will increase when a Covered Person reaches a new age band. Rates are subject to change. A more detailed description of the benefits, limitations, and exclusions applicable to MetLife's CII product can be found in the applicable Disclosure Statement or Outline of Coverage/Disclosure Document available at time of enrollment. For complete details of coverage and availability, please refer to the group policy form GPNP07-CI, GPNP09-CI, GPNP10-CI, GPNP14-CI, GPNP19-CI or contact MetLife for more information. Benefits are underwritten by Metropolitan Life Insurance Company, New York, New York.

MetLife's Critical Illness Insurance is not intended to be a substitute for Medical Coverage providing benefits for medical treatment, including hospital, surgical and medical expenses. MetLife's Critical Illness Insurance does not provide reimbursement for such expenses.



Texas Municipal League Intergovernmental Risk Pool

1821 Rutherford Lane, First Floor • Austin, Texas 78754

GROUP CRITICAL ILLNESS INTERLOCAL AGREEMENT

This Group Critical Illness Interlocal Agreement (hereinafter referred to as “Agreement”) is entered into by and between political subdivisions of this state (hereinafter referred to as “Electing Pool Members”). This Agreement is specifically for the Electing Pool Members to acquire and access Group Critical Illness Coverage, as required by House Bill 4144, passed in the 89th Texas Legislative Session (hereinafter referred to as the “Coverage”). Under this Agreement, the Texas Municipal League Joint Self-Insurance Fund (hereinafter referred to as the “Fund”) will act only as the initial holder of the Coverage.

WITNESSETH:

The undersigned Electing Pool Member, in accordance with the Interlocal Cooperation Act, Tex. Gov’t Code § 791.001, et seq., and the interpretation thereof by the Attorney General of the State of Texas (Opinion #MW-347, May 29, 1981), and in consideration of other political subdivisions executing like agreements, does hereby agree to become one of the Electing Pool Members for the purpose of acquiring and accessing the Coverage. The conditions of membership agreed upon by and between the parties are as follows:

1. Other definitions of terms used in this Agreement:
 - a. Administrator. Refers to the entity administering the Coverage.
 - b. Provider. Refers to the entity issuing and providing the Coverage.
2. In consideration of the execution of this Agreement by and between the Electing Pool Members and the Fund, the coverage elected by the Electing Pool Member is afforded according to the terms of the Coverage provided by the Provider.

Each Electing Pool Member agrees to adopt and accept the coverage, provisions, terms, conditions, exclusions, and limitations as further provided for in the Coverage. This Agreement shall be construed to incorporate the Coverage, Declarations, and Agreements and addenda whether physically attached hereto.
3. It is understood that by participating in this risk-sharing mechanism to cover liability exposures, the Electing Pool Member does not intend to waive any of the immunities that its officers or its employees now possess. The Electing Pool Member recognizes the Texas Tort Claims Act and its limitations to certain governmental functions as well as its monetary limitations and that by executing this Agreement does not agree to expand those limitations.
4. The term of this Agreement and the Coverage provided to the Electing Pool Member shall be continuous commencing 12:01 a.m. on the date designated in the Coverage until terminated by the Electing Pool Member as provided in the Coverage, or until terminated for any reason by the Fund by providing 60 days’ written notice to the Electing Pool Member. Changes to the Agreement made during the term, whether requested by the Electing Pool Member or required by the Fund, will be handled by written agreement.
5. The Electing Pool Member agrees that it will appoint a contact of department head rank, and neither the Administrator, the Provider, nor the Fund shall be required to contact any other individual except this one person. Any notice to or agreements with the contact shall be binding upon the Electing Pool Member. The Electing Pool Member reserves the right to change the contact from time to time by giving written notice to the Administrator, the Provider, and the Fund.
6. The Electing Pool Member, via this Agreement, is electing to participate in the Fund only to the extent of acquiring and obtaining access to the Coverage. The Electing Pool Member shall not make contributions to the Fund nor receive the other coverages provided by the Fund, nor shall the Fund be liable for the payment of claims against or by the Electing Pool Member. The Fund shall only act as the initial holder of the Coverage. The Fund shall not handle any aspects of claims under the Coverage.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE ELECTING POOL MEMBER FURTHER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE FUND, ITS TRUSTEES, OFFICERS, EMPLOYEES, AND AGENTS FROM ALL CLAIMS (INCLUDING REASONABLE ATTORNEY FEES), EVEN IF SUCH CLAIMS ARISE FROM THE NEGLIGENCE, WHETHER SOLE, JOINT, COMPARATIVE, OR CONCURRENT, OR ALLEGED NEGLIGENCE OF THE FUND, ITS TRUSTEES, OFFICERS, EMPLOYEES, OR AGENTS, THAT MAY BE ASSERTED AGAINST THE FUND ARISING OUT OF THIS AGREEMENT.

The Fund shall not be liable for the administration or handling of claims by or against the Electing Pool Member under the Coverage. Electing Pool Members agree that the Provider and the Administrator are assuming all costs, liabilities, and risks arising from this Agreement and the Coverage, and agree that any grievances, claims, or suits by an Electing Pool Member arising from this Agreement and/or the Coverage shall be brought against only the Provider and/or Administrator.

In connection with claims within the scope of the Coverage, the Administrator shall provide the following services on behalf of the Electing Pool Member as confirmed specifically in the Coverage: overall claims administration; claims servicing including investigation and recommendations; periodic meetings with the Electing Pool Member's contact or claims committee; claims handling; storage and retention of claims records; periodic reports detailing claims and loss information and history. The Electing Pool Member shall comply with all reasonable requirements of the Provider and the Administrator.

Electing Pool Member Fax Number (956) 546-2028	
Fund Contact Information (if different from member)	
Address _____	
Telephone _____	Fax _____
E-mail _____	

TO BE COMPLETED BY ELECTING POOL MEMBER:

ELECTING POOL MEMBER'S FUND CONTACT (See Section 5):			
Member Name	City of Brownsville		
Name of Contact	Ivan Reyes	Title	Benefits & Compensation Senior Mgr.
Mailing Address	1001 E. Elizabeth Street		
Street Address (if different from above) _____			
City	Brownsville, TX	Zip	78520 Phone (956) 548-6037
SIGNATURE OF AUTHORIZED ELECTING POOL MEMBER OFFICIAL			
City Mayor			
Title		Date	
Electing Pool Member's Federal Tax I.D. Number 7 4 - 6 0 0 0 4 2 2			
This Information is MANDATORY			

TO BE COMPLETED BY FUND: (OFFICE USE ONLY)

APPROVED as to form and legality
By Criselda Ivon Rincon Flores at 8:58 am, Jul 14, 2026

Effective Date of This Agreement _____	
Member Name _____	
Contract Number _____	
SIGNATURE OF AUTHORIZED FUND OFFICIAL	
Title	Date



TO: Alan Guard, City Manager
FROM: Ivan Reyes, Benefits & Comp Sr. Mgr Ivan Reyes Digitally signed by Ivan Reyes
Date: 2026.07.14 17:57:47 -05'00'
SUBJECT: TML - IRP Group Critical Illness Interlocal Agreement
DATE: 7/8/2026
THROUGH: Perla Cepeda, OD&HR Director

AGENDA ITEM COMMISSION MEETING DATE

Executive Session (City Attorney Only)	Select	Agenda	Ordinance
Time Needed:	Time Needed:	☐ Public Hearing ☐ Contract ☐ Grant ☐ Action ☐ Consent	☐ First Reading ☐ Second Reading
Action Item:			

Information: Please include additional information/request.

The purpose of this memo is to obtain approval to take the attached TML - IRP Group Critical Illness Interlocal Agreement to Commission for approval. This group Critical Illness Interlocal Agreement is entered into by and between political subdivisions of this state. This Agreement is specifically for the Electing Pool Members to acquire and access Group Critical Illness Coverage, as required by House Bill 4144, passed in the 89th Texas Legislative Session. Under this Agreement, the Texas Municipal League Joint- Self Insurance Fund will act only as the initial holder of the coverage.

The projected cost for this coverage for the required time frame (3 years) is a approximately 5,000.00 for the currently eligible retirees from Police & Fire. The amount will change as more retirees get added to the coverage when retiring from the city. The account to be used is general fund contingent account #: 70-9110-876-201. Thank you in advance for your consideration to this matter.

Reviewing Departments: Please review and forward to the next reviewing department in a timely manner.

City Attorney	Date Reviewed: 07/14/2026	By: <i>Criselda Flores</i>
Comments:	Approved	
OD&HR Department	Date Reviewed:	By: Perla Cepeda Digitally signed by Perla Cepeda Date: 2026.07.14 13:45:52 -05'00'
Comments:	Approved	
Finance Department	Date Reviewed:	By: <i>[Signature]</i> Digitally signed by Stephen Eliseo Muse Date: 2026.07.14 13:18:02 -05'00'
Comments:	approved	

City Commission	Assistant City Manager	Deputy City Manager
Approved: ☐ Yes ☐ No	Approved: ☐ Yes ☐ No	Approved: ☐ Yes ☐ No
Date:	Initials: Date:	Initials: Date:
City Manager's Approval		
Signature:		Date:



To: Mayor and City Commission
Through: Alan Guard, Interim City Manager
From: Perla Cepeda, Organizational Dev. & Human Resources Director
Date: Tuesday, August 4, 2026
Agenda #: Consideration and **ACTION** to authorize the City Manager, or designee, to negotiate and execute a professional services agreement with The Harbeck Company, Inc., in an amount not to exceed \$100,000, for training services, hiring assessments for various departments, including the Fire and Police Departments, leadership development, coaching, and related travel expenses.. (Organizational Development & Human Resources)

Summary:

The Organizational Development and Human Resources (ODHR) Department is requesting authorization to negotiate an agreement with The Harbeck Company, Inc. for training services, hiring assessments for various City departments, including the Fire and Police Departments, leadership development, coaching, and related travel expenses. The total agreement amount will not exceed \$100,000. Upon successful negotiation of the scope, pricing, and contractual terms, the City Manager, or designee, would be authorized to execute the final agreement.

Project Scope and Analysis:

Funding:

Source:

Amount:

Local Contribution if Applicable:

Recommendation:

Staff recommends authorization for the City Manager, or designee, to negotiate and execute a professional services agreement with The Harbeck Company, Inc., in an amount not to exceed \$100,000, subject to successful negotiation of final terms and approval as to legal form by the City Attorney's Office.

Commission Pillar:

Public Safety

Attachments:

None



To: Mayor and City Commission
Through: Alan Guard, Interim City Manager
From: Faisal Khalifa, Airport Assistant Director
Date: Tuesday, August 4, 2026
Agenda #: Consideration and **ACTION** to approve the first one-year renewal of the Professional Service Agreement for Air Service Development Consulting Services (RFP ASC-89-0623) with Crawford, Murphy and Tilly, Inc for the Brownsville South Padre Island International Airport in the amount of \$104,187, as budgeted. (Airport Department).

Summary:

Consideration and ACTION to approve the first one-year renewal of the Professional Service Agreement for Air Service Development Consulting Services (RFP ASC-89-0623) with Crawford, Murphy and Tilly, Inc for the Brownsville South Padre Island International Airport in the amount of \$104,186.28, as budgeted. (Airport Department).

CMT has provided air service support by creating and building relationships. The ROI includes providing specific airline passenger data and analysis, presentation creation and delivery and facilitation of face-to-face meetings. Deliverables include site visits and representation at conferences and airline HQs, as well as providing specific airline passenger data and analysis, presentation creation and delivery, and facilitation of other face-to-face meetings with airline route planners and decision makers.

Project Scope and Analysis:

Consideration and ACTION to approve the first one-year renewal of the Professional Service Agreement for Air Service Development Consulting Services (RFP ASC-89-0623) with Crawford, Murphy and Tilly, Inc for the Brownsville South Padre Island International Airport in the amount of \$104,186.28, as budgeted. (Airport Department).

CMT has provided air service support by creating and building relationships. The ROI includes providing specific airline passenger data and analysis, presentation creation and delivery and facilitation of face-to-face meetings. Deliverables include site visits and representation at conferences and airline HQs, as well as providing specific airline passenger data and analysis, presentation creation and delivery, and facilitation of other face-to-face meetings with airline route planners and decision makers.

Funding:

Source: 61-540-765

Amount: \$104,186.28

Local Contribution if Applicable: Po already has the funds allocated (PO 2024-40)

Recommendation:

Staff recommends approval.

Commission Pillar:

Planning & Zoning, Infrastructure

Attachments:

1. CMT CONTRACT ASC-89-0623
2. CMT - First Renewal (1)



PROFESSIONAL SERVICES AGREEMENT
FOR A TERM CONTRACT FOR AIR SERVICE DEVELOPMENT CONSULTING SERVICES
ASC-89-0623

This Agreement is entered into as of Tuesday, August 1, 2023 between THE CITY OF BROWNSVILLE ("CITY") and CRAWFORD, MURPHY & TILLY, INC. ("CONTRACTOR").

1. Documents

- (a) The following documents (collectively, "Contract Documents") are hereby incorporated into and made part of this Agreement.
 - i. Scope of Services to be performed by Contractor and Fees (Attachment A)
 - ii. Certificate of Insurance (Attachment B).

2. Scope of Services: The Contractor shall perform the following services in a professional manner:

- (a) Contractor shall perform all those services as necessary and as described in Attachment A, with specific tasks not limited to those outlined in the Attachment.
- (b) Contractor will perform such services with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and in accordance with the schedule, if any, set forth in the Contract Documents.
- (c) By signing this Agreement, Contractor represents that it has thoroughly reviewed the Contract Documents incorporated into this Agreement by reference and that it accepts the description of the Project and the conditions under which the Project is to be performed and completed.

3. Independent Contractor; Personnel

- (a) Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All Services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor, or any of Contractor's employees, look to City as his/her employer, or as a partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to City's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance, as well as any and all licenses and permits usual or necessary for conducting the Services. Contractor shall be responsible for paying all applicable local, state and federal taxes.
- (b) Contractor represents and warrants to City that its employees performing work hereunder will have sufficient expertise, training, licensure (if applicable) and experience to accomplish the Services.
- (c) Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Contract Documents. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent. In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions.

4. Term of Contract.

The contract will commence upon City Commission approval and shall expire three years from date of approval. The City of Brownsville reserves the unilateral right to extend the life of the contract for two (2) periods of one (1) year each thereafter: if mutually acceptable to the contractor and the City of Brownsville.

5. Compensation.

- (a) Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Attachment A. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services pursuant and related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services included in Attachment A.
- (b) At the total sum amount of **\$497,306.81** payable in first twelve (12) monthly payments of \$7,500 effective August 8, 2023, and the second twelve (12) monthly payments of \$7,875 effective August 8, 2024, and the third twelve (12) monthly payments of \$8,268.75 effective August 8, 2025, and the fourth (12) monthly payments of \$8,682.19 effective August 8, 2026, and the fifth twelve (12) monthly payments of \$9,116.30 effective August 8, 2027. The total sum shall be inclusive of all CONSULTANT travel costs and project incidentals, including conference entry fees, data costs, printing, and communications.
- (c) Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided. Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.
- (d) The City of Brownsville shall meet the requirements of the State of Texas Laws and Statutes, and Codes for prompt payments to vendors/subcontractors including Texas Government Code Section 2251.021 stating, "payment by a governmental entity under a contract, is overdue on the 31st day after the later of: (1) the date the performance of the service under the contract is completed; or (2) the date the governmental entity receives an invoice for the service." The City of Brownsville pledges to make a good faith effort in paying invoices in a timely manner.

6. Insurance.

- (a) The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Brownsville, Texas, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.
- (b) The City of Brownsville shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.
- (c) The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Texas, subject to approval by the City of Brownsville Department of Safety and Risk Management. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable and shall be considered breach of contract.

i. Workers' Compensation and Employers' Liability Insurance

Minimum Limits Consistent with Texas Worker's Compensation Act (Section 401):

1. \$100,000 bodily injury each accident
2. \$500,000 bodily injury by disease policy limit
3. \$100,000 Bodily injury by disease each employee

Any firm performing work for or on behalf of the City of Brownsville must provide Workers' Compensation insurance.

ii. Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

1. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
2. Coverage for Premises/Operations
3. Products/Completed Operations
4. Broad Form Contractual Liability
5. Independent Contractors

iii. Professional Liability Insurance

Professional Liability Insurance in the amount not less than the projected total amount of the assigned project. This coverage will be adjusted to reflect the scope of work for each project.

iv. Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person,
	\$500,000 each occurrence
Property damage	\$100,000 each occurrence

7. Termination.

- (a) *Termination for Cause.* The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

- (b) *Termination for Convenience.* The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

- (c) *Cancellation for Non-appropriated Funds.* The City reserves the right, in its best interest as determined by the City, to cancel this contract for non-appropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.
- (d) *Force Majeure.* The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:
- i. The nonperforming party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
 - ii. The excuse of performance is of no greater scope and of no longer duration than is reasonably necessary when considered in light of the Force Majeure.
 - iii. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
 - iv. The non-performing party uses its best efforts to remedy its inability to perform.
 - v. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of sixty (60) days, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

8. Materiality and Waiver of Breach.

- (a) City and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof. City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

9. Indemnification by Contractor.

CONTRACTOR AGREES TO INDEMNIFY, AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENAL TIES, COSTS AND EXPENSES FOR ALL PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENAL TIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

Exhibit "A"

RETAINER AGREEMENT

For a fixed fee retainer, we propose a yearly fee of \$90,000 for the first year with 5% increases in each subsequent year. **The annual fee would be inclusive of all travel costs and project incidentals, including conference entry fees, travel expenses, data costs, printing, and communications.** Specifically, the services that would be included in each year would be:

- Up to two onsite meetings with the BRO leadership team.
- Development and delivery of a Leakage/Catchment study and Market Opportunity Analysis, to be updated and revised throughout the contract term.
- Development of presentations and representation at up to 2 industry conferences within the U.S. (such as Jumpstart, Routes, TakeOff, etc.).
- Creating presentations and representation at up to 3 airline headquarters visits.
- Updates as needed to support the airport's input on community-supported incentive programs and revisions to the airport's incentive program
- Monthly, Quarterly, and *ad hoc* data reporting
- Ongoing advocacy of BRO with Airline Network Planners at lunches, social events, and other gatherings to promote strong familiarity with the market
- Weekly communication with the BRO leadership team
- Continuous on-call response to questions, meetings, and other engagements

While we believe that this scope of services for the retainer would meet the needs of BRO and be in alignment with our current experience, we are happy to negotiate the specific services included in a retainer agreement to be fully customized for BRO.

Additional services outside of this scope, such as additional representation at conferences or added on-site meetings, would be subject to mutual agreement at an additional cost.

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

- (h) *Entire Understanding.* This document and any Attachment constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
- (i) *Unenforceability of Provisions.* If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.

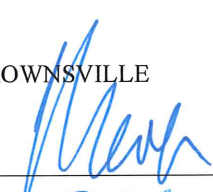
CITY OF BROWNSVILLE

Signature: _____

Print Name: _____

Title: _____

Date: _____


JOHN COWEN
Mayor
8/29/23

CONTRACTOR

Signature: _____

Print Name: _____

Title: _____

Date: _____

Bradley M. Hamilton
Bradley M. Hamilton
Sr. Vice President
July 25, 2023

**APPROVED AS TO FORM
AND LEGALITY**



Guillermo (Will) S. Trevino
City Attorney
City of Brownsville, Texas



**City of Brownsville
Procurement Department**

**First Renewal to the Agreement for Airport Air Service Development Consulting Services
Agreement No. ASC-89-0623**

This **FIRST RENEWAL** ("Renewal") to the Agreement for Airport Air Service Development Consulting Services, Agreement No. ASC-89-0623 ("Agreement"), by and between the City of Brownsville ("City"), a Texas municipal corporation, and **Crawford, Murphy & Tilly, Inc.** ("Contractor"), is entered into after approval by the Brownsville City Commission and/or City Manager, and as of the date the last party signs this Renewal below (the "Effective Date"). City and Contractor are collectively referred to as the "Parties."

WHEREAS, the City has recognized the necessity to renew the above-mentioned Agreement with the Contractor; and

WHEREAS, the City and Contractor now desire to renew the Agreement as stated herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged, the Parties hereby agree as follows:

The **First Renewal** of the Agreement will be from **August 1, 2026, through July 31, 2027**.

Initial Contract Term and Renewals.

- The initial contract period was from August 1, 2023, through July 31, 2026.
- This First Renewal of the contract will be from **August 1, 2026, through July 31, 2027**.
- Following the First Renewal, the City retains the option to exercise the following additional one-year renewal period, if mutually acceptable to the Contractor and the City of Brownsville:
 - Second Renewal Period: August 1, 2027, through July 31, 2028

These services shall be in accordance with the terms of the Agreement. Either Party may terminate the Agreement with not less than 30 days' written notice.

Except as amended herein, the terms and conditions of the Agreement between City and Contractor shall remain in full force and effect.

IN WITNESS WHEREOF, City and Contractor have executed this Renewal to the Agreement as of the date last written below

Crawford, Murphy & Tilly, Inc.

City of Brownsville, Texas

By: _____

Douglas R. Gregory, C.M.

Digitally signed by Douglas
R. Gregory, C.M.
DN: c=US,
E=dgregory@cmtengr.com,
OU=Aviation - Planning
Manager, CN=Douglas R.
Gregory, C.M.,
Date: 2026.07.20
15:13:30-05'00'

Date: _____

By: _____

Date: _____

APPROVED AS TO FORM
AND LEGALITY

Guillermo (Will) S. Trevino
City Attorney
City of Brownsville, Texas



To: Mayor and City Commission
Through: Alan Guard, Interim City Manager
From:
Date: Tuesday, August 4, 2026
Agenda #: Consideration and **ACTION** to authorize a professional services contract with Parkhill, Smith & Cooper, Inc. dba Parkhill on a Task Order basis for Contract No.153-26-AIR-RFQ, for a term of up to five years, for landside architectural, engineering, and construction management services to support the Airport's capital development program. (Airport Department)

Summary:

Background:

The purpose of the Request for Qualifications (RFQ) was to identify and select the most qualified firm(s) to provide architectural and engineering services for landside architectural, engineering, and construction management services to support the Airport's capital development program. This contract will support terminal enhancements, passenger processing improvements, ground transportation facilities, parking and roadway infrastructure, utility and drainage improvements, and other landside capital projects necessary to safely and efficiently accommodate current and future demand.

Procurement Process:

The Procurement Department issued a RFQ in compliance with the Texas Local Government Code. The solicitation was advertised in the local newspaper and posted on the City's electronic bidding platform. 11 proposals were received.

Recommendations:

The Procurement Department recommends that the City Commission authorize a contract with Parkhill, Smith & Cooper, Inc. dba Parkhill under Request for Qualifications (RFQ), on a Task Order basis for a base term of 14 months with three (3) optional one-year renewal periods for a total contract term not to exceed five (5) years.
Approval of this agenda item will authorize the full contract value, including the renewal option. The City Manager will be authorized to execute renewal(s) if exercised.

Project Scope and Analysis:

Background:

The purpose of the Request for Qualifications (RFQ) was to identify and select the most qualified firm(s) to provide architectural and engineering services for landside architectural, engineering, and construction management services to support the Airport's capital development program. This contract will support terminal enhancements, passenger processing improvements, ground transportation facilities, parking and roadway infrastructure, utility and drainage improvements, and other landside capital projects necessary to safely and efficiently accommodate current and future demand.

Procurement Process:

The Procurement Department issued a RFQ in compliance with the Texas Local Government Code. The solicitation was advertised in the local newspaper and posted on the City's electronic bidding platform. 11 proposals were received.

Results:

Eleven (11) firms submitted qualifications. One vendor was disqualified during the evaluation process. The evaluation committee reviewed each submission based on qualifications, experience, staffing, and capacity to perform the work. Parkhill ranked highest overall, followed by Stantec Architecture, Inc., Atkins Realis USA Inc, Harrison Kornberg Architects, West East Design Group, Aria Studio Consultants Inc, Megamorphosis, Schiebe Consulting LLC, Pyra IXI, and Garza & Hernandez Engineering. The qualifications scoring results are provided as Exhibit A.

Recommendations:

The Procurement Department recommends that the City Commission authorize a contract with Parkhill, Smith & Cooper, Inc. dba Parkhill under Request for Qualifications (RFQ), on a Task Order basis for a base term of 14 months with three (3) optional one-year renewal periods for a total contract term not to exceed five (5) years.

Approval of this agenda item will authorize the full contract value, including the renewal option. The City Manager will be authorized to execute renewal(s) if exercised.

Funding:

Source:

Amount:

Local Contribution if Applicable:

Recommendation:

The Procurement Department recommends that the City Commission authorize a contract with Parkhill, Smith & Cooper, Inc. dba Parkhill under Request for Qualifications (RFQ), on a Task Order basis for a base term of 14 months with three (3) optional one-year renewal periods for a total contract term not to exceed five (5) years.

Approval of this agenda item will authorize the full contract value, including the renewal option. The City Manager will be authorized to execute renewal(s) if exercised.

Commission Pillar:**Attachments:**

1. Procurement Analysis 153-26-AIR-RFQ
2. 153-26-AIR-RFQ Contract ParkHill



PROCUREMENT ANALYSIS

Date: Monday, July 13, 2026
To: Mr. John Cowen Jr., City Mayor
From: Mr. Alan Guard, Interim City Manager
CC: Mr. Damian Espinoza, Procurement Director
Mr. Faisal Khalifa, Airport Assistant Director

Agenda Title:

Agenda Item for the City Commission meeting of Tuesday, August 4, 2026.
“Consideration and Action to Authorize a Contract with Parkhill, Smith & Cooper, Inc. dba Parkhill on a Task Order basis for Contract No.153-26-AIR-RFQ, for a term of up to five years, [Airport Department].”

Executive Summary:

- Department: Airport Department
- Procurement Method: RFQ
- Submittals Received: 11
- Contract Number: 153-26-AIR-RFQ
- Vendor: Parkhill, Smith & Cooper, Inc. dba Parkhill.
- Contract Amount: Task Order Based
- Base Term: September 30, 2027
- Optional Renewals: Three (3) optional one-year renewal periods
- Potential Contract Term: Not to exceed five (5) years – September 30, 2030

Background: The purpose of the Request for Qualifications (RFQ) was to identify and select the most qualified firm(s) to provide architectural and engineering services for landside architectural, engineering, and construction management services to support the Airport’s capital development program. This contract will support terminal enhancements, passenger processing improvements, ground transportation facilities, parking and roadway infrastructure, utility and drainage improvements, and other landside capital projects necessary to safely and efficiently accommodate current and future demand.

Procurement Process:

The Procurement Department issued a RFQ in compliance with the Texas Local Government Code. The solicitation was advertised in the local newspaper and posted on the City’s electronic bidding platform. 11 proposals were received.

This procurement is governed by the following statute:

- **RFQ (Professional Services): Texas Government Code Chapter 2254 – Professional Services Procurement Act.**

Results:

Eleven (11) firms submitted qualifications. One vendor was disqualified during the evaluation process. The evaluation committee reviewed each submission based on qualifications, experience, staffing, and capacity to perform the work. Parkhill ranked highest overall, followed by Stantec Architecture, Inc., Atkins Realis USA Inc, Harrison Kornberg Architects, West East Design Group, Aria Studio Consultants Inc, Megamorphosis, Schiebe Consulting LLC, Pyra IXI, and Garza & Hernandez Engineering. The qualifications scoring results are provided as Exhibit A.

Vendor Information:

Vendor Name: Parkhill, Smith & Cooper, Inc. dba Parkhill

Address: 4222 85th Street Lubbock, TX 79423

Point of Contact: Mark Haberer

Phone/Email: (806)543-0222 / MHaberer@parkhill.com

Exhibits & Supporting Documents:

- Exhibit A- Evaluation Results (committee scoring).
- Exhibit B-Texas Ethics Commission Certificate of Interested Parties (Form 1295)

Recommendation:

The Procurement Department recommends that the City Commission authorize a contract with Parkhill, Smith & Cooper, Inc. dba Parkhill under Request for Qualifications (RFQ), on a Task Order basis for a base term of 14 months with three (3) optional one-year renewal periods for a total contract term not to exceed five (5) years.

Approval of this agenda item will authorize the full contract value, including the renewal option. The City Manager will be authorized to execute renewal(s) if exercised.



Exhibit "A"

153-26-AIR-RFQ - Airport Landside Professional Architectural and Engineering Services Scoring Summary

Active Submissions

	A-1 - Forms are signed	A-2 - Financial Capability	B-1 - Firm Experience with Commercial Service Airports	B-2 - Qualifications and Expertise of Key Staff and Subconsultants	B-3 - Project Methodology Approach, Schedule Control, and Budget Performance	B-4 - Knowledge of Airport Regulatory and Operational Environment	B-5 - References	B-6 - Current Workload and Capacity to Perform	Total
Supplier	Pass/Fail	Pass/Fail	/ 25 pts	/ 20 pts	/ 15 pts	/ 20 pts	/ 10 pts	/ 10 pts	/ 100 pts
Parkhill	Pass	Pass	24	19	12.75	18.75	9.5	7.75	91.75
Stantec Architecture, Inc	Pass	Pass	23	17.75	12.75	18.75	9.75	7.25	89.25
AtkinsRealis USA Inc.	Pass	Pass	21.5	18.25	12.25	17.5	9.75	8.75	88
HarrisonKornberg Architects	Pass	Pass	21.75	17.25	12	18.5	9.5	6.75	85.75
WestEast Design Group	Pass	Pass	19.5	17.25	12.5	18.5	8.25	7.5	83.5
Aria Studio Consultants Inc.	Pass	Pass	19.25	16.5	12	16.25	9.5	5.75	79.25
Megamorphosis	Pass	Pass	19	13.25	11.5	12.75	9.25	5.5	71.25
Scheibe Consulting, LLC	Pass	Pass	15.75	12	11.25	10.5	8	7	64.5
Pyra IXI	Pass	Pass	3.75	6.25	8	5.75	7.5	5	36.25
Garza & Hernandez Engineering	Pass	Pass	3.75	6.25	9.75	3.75	6	3.75	33.25



Contract Summary Form

Contract Number 153-26-AIR-RFQ

Procurement Info	
Procurement Method:	IFB, RFP, RFQ
New Contract:	Yes ☒
Advertisement Dates, if any:	February 21, 2026 and February 28, 2026
Award Date:	City Commission Tuesday, August 4, 2026
Consultant	
Vendor Name:	Parkhill, Smith & Cooper, Inc. dba Parkhill
Address:	4222 85th Street Lubbock, TX 79423
Point of Contact / Project Manager*:	Mark Haberer
Phone Number:	(806)543-0222
Email Address:	MHaberer@parkhill.com
City Contact Information	
Department:	Brownsville/South Padre Island International Airport
Point of Contact / Project Manager:	Faisal Khalifa
Email Address:	Faisal.Khalifa @brownsvilletx.gov
Contract Term	
Contract Amount:	Task Order based. Compensation shall be limited to the negotiated not-to-exceed amount stated in each fully executed Task Order.
Contract Base/Primary Term:	Ending September 30, 2027
Renewal Periods (if any):	Three (3) optional one-year renewal periods
Total Term of Contract:	Potential Five (5) years - September 30, 2030
Budget Information	
State or Federal Funds:	Yes ☒ No ☐



**CITY OF BROWNSVILLE CONTRACT AGREEMENT FOR AIRPORT LANDSIDE PROFESSIONAL
ARCHITECTURAL AND ENGINEERING SERVICES
153-26-AIR-RFQ**

This Agreement shall commence upon the approval of the City Commission and executed by the City of Brownsville's Mayor or designee. This agreement is between The City of Brownsville, Texas, hereinafter referred to as ("CITY") and Parkhill, Smith & Cooper, Inc. dba Parkhill hereinafter referred to as ("CONSULTANT"), collectively referred to as "Parties" and individually as "Party".

1. Documents

- a. The following documents (collectively, "Contract Documents") are hereby incorporated into and made part of this Agreement.
 - i. Scope of Services, Conditions and Additional Services (Exhibit A)
 - ii. Term of Agreement (Exhibit B)
 - iii. Compensation and Fees (Exhibit C)
 - iv. Insurance (Exhibit D)
 - v. Federal FAA Cluses (Exhibit E)
 - vi. Task Order Template (Exhibit F)

2. Scope of Services

- a. Consultant shall perform the Services under this agreement only through written Task Orders issued by the CITY and executed by the Parties. Each Task Order shall be subject to the terms and conditions of this Agreement and shall be limited to services within the scope of the RFQ and Exhibit A, unless otherwise approved in writing by CITY. Unless otherwise specified in a project request, Consultant and CITY agree that the scope of work is deemed to include preliminary considerations and prerequisites, and all tasks which are an integral and inseparable part of the work described in the Contract Documents or by separate written request.
- b. Consultant will perform such Services in a diligent and workmanlike manner consistent with industry standards.
- c. By signing this Agreement, Consultant represents that it has thoroughly reviewed the Contract Documents incorporated into this Agreement, including but not limited to "Exhibit A" Scope of services and that it accepts the description of the Work and the conditions under which the Work is to be performed and completed.

3. Independent Consultant; Personnel

- a. Consultant enters into this Agreement as, and shall continue to be, an independent Consultant. All Services shall be performed only by Consultant and Consultant's employees. Under no circumstances shall Consultant, or any of Consultant's employees, look to CITY as his/her employer, or as a partner, agent or principal. Neither Consultant, nor any of Consultant's employees, shall be entitled to any benefits accorded to CITY's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Consultant shall be responsible for providing, at Consultant's expense, and in Consultant's name, unemployment, disability, worker's compensation and other insurance, as well as any and all licenses and permits usual or necessary for conducting the Services. Consultant shall be responsible for paying all applicable local, state and federal taxes.
- b. Consultant represents and warrants to CITY that its employees performing Work hereunder will have sufficient expertise, training, licensure (if applicable) and experience to accomplish the Services.



4. Term of Agreement.

- a. The initial contract period shall commence upon approval by the City Commission and when executed by the City of Brownsville's Mayor or designee and shall end or be extended upon the terms specified in Contract Documents "Exhibit B". The term or any continuation of this Agreement shall be subject to both the appropriation and the availability of funds by CITY.

5. Compensation

- a. Consultant agrees that compensation for Services shall be as specified in the Contract Documents "Exhibit C" and in each applicable, fully executed Task Order. It is acknowledged and agreed by Consultant that compensation, as enumerated in Exhibit C and the applicable Task Order, constitutes a limitation upon CITY's obligation to compensate Consultant for Consultant's services pursuant and related to this Agreement, but it does not constitute a limitation of any sort upon Consultant's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services and the applicable Task Order.
- b. Consultant may submit invoices for compensation no more often than monthly, but only for Services performed under a fully executed Task Order and in accordance with the compensation terms stated in Exhibit C and the applicable Task Order. An original invoice plus one copy are due within fifteen (15) days of the end of the month, except the final invoice, which must be received no later than sixty (60) days after this Agreement expires or the applicable Task Order is completed, whichever occurs later. Invoices shall designate the applicable Agreement number, Task Order number, purchase order number if issued, nature of the Services performed, deliverables completed, and/or goods provided. Notwithstanding any provision of this Agreement to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate, unsupported, unallowable, disputed, or defective work that has not been remedied or resolved in a manner satisfactory to CITY's Contract Administrator, or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by CITY.

6. Observation and Review of the Project.

- a. The Consultant shall exercise reasonable care and due diligence in discovering and promptly reporting to the City defects or deficiencies in the work of the Consultant or any subconsultants or sub-consultants reasonably observed during regular site visits.

7. Ownership of Documents.

- a. All documents prepared or furnished by the Consultant (and Consultant's subconsultants or sub-consultants) pursuant to this Agreement are instruments of service and shall become property of the City upon the termination of this Agreement. The Consultant is entitled to retain copies of all such documents.

8. Insurance

- a. The Consultant shall furnish proof of insurance requirements as specified in Contract Documents "Exhibit D". The coverage is to remain in force at all times during the contract period and the minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Brownsville, Texas, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Consultant's expense.



- b. The CITY shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Consultant to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.
- c. The Consultant's insurance must be provided by an A.M. Best's "A-"rated or better insurance company authorized to issue insurance policies in the State of Texas, subject to approval by the City of Brownsville Department of Safety and Risk Management. Any exclusions or provisions in the insurance maintained by the Consultant that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

9. Termination

- a. *Termination for Cause.* The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. CITY may also terminate this Agreement upon such notice as the City of Brownsville's City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Consultant's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to CITY's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

- b. *Termination for Convenience.* CITY reserves the right, in its best interest as determined by the City of Brownsville's City Manager, to cancel this contract for convenience by giving written notice to the Consultant at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Consultant shall be paid for any services performed to CITY's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Consultant acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are hereby acknowledged by Consultant, for CITY's right to terminate this Agreement for convenience.
- c. *Cancellation for Non-appropriated Funds.* CITY reserves the right, in its best interest as determined by the City of Brownsville's City Manager, to cancel this contract for non-appropriated funds or unavailability of funds by giving written notice to the Consultant at least thirty (30) days prior to the effective date of such cancellation. The obligation of CITY for payment to a Consultant is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.
- d. *Force Majeure.* CITY and Consultant will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:



- i. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- ii. The excuse of performance is of no greater scope and of no longer duration than is reasonably necessary when considered in light of the Force Majeure;
- iii. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- iv. The non-performing party uses its best efforts to remedy its inability to perform.
- v. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of sixty (60) days, provided that in extenuating circumstances, CITY may excuse performance for a longer term. Economic hardship of the Consultant will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

10. Materiality and Waiver of Breach.

- a. CITY and Consultant agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof. CITY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement

11. Indemnification.

- a. **CONSULTANT SHALL PERFORM ITS PROFESSIONAL ARCHITECTURAL, ENGINEERING, AND RELATED SERVICES WITH THE PROFESSIONAL SKILL AND CARE ORDINARILY PROVIDED BY COMPETENT ARCHITECTS, ENGINEERS, AND OTHER APPLICABLE DESIGN PROFESSIONALS PRACTICING UNDER THE SAME OR SIMILAR CIRCUMSTANCES AND PROFESSIONAL LICENSE, AND AS EXPEDITIOUSLY AS IS PRUDENT CONSIDERING THE ORDINARY PROFESSIONAL SKILL AND CARE OF SUCH PROFESSIONALS. CONSULTANT COVENANTS AND AGREES, TO THE FULLEST EXTENT PERMITTED BY TEXAS LAW, TO INDEMNIFY AND HOLD HARMLESS THE CITY AND THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS, AND REPRESENTATIVES OF THE CITY, INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL DAMAGES, LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS, BUT ONLY TO THE EXTENT CAUSED BY OR RESULTING FROM:**
 - i. **THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONSULTANT, CONSULTANT'S EMPLOYEES, AGENTS, REPRESENTATIVES,**



SUBCONSULTANTS, OR ANY ENTITY OVER WHICH CONSULTANT EXERCISES CONTROL;

- ii. THE INTENTIONAL TORT OF CONSULTANT, CONSULTANT'S EMPLOYEES, AGENTS, REPRESENTATIVES, SUBCONSULTANTS, OR ANY ENTITY OVER WHICH CONSULTANT EXERCISES CONTROL;**
- iii. CONSULTANT'S INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS; OR**
- iv. CONSULTANT'S FAILURE TO PAY A SUBCONSULTANT, SUBCONTRACTOR, OR SUPPLIER FOR SERVICES, LABOR, OR MATERIALS FURNISHED IN CONNECTION WITH THIS AGREEMENT OR AN APPLICABLE TASK ORDER.**

NOTHING IN THIS SECTION SHALL REQUIRE CONSULTANT TO INDEMNIFY, HOLD HARMLESS, OR DEFEND THE CITY FOR CLAIMS, DAMAGES, LOSSES, OR EXPENSES CAUSED BY OR RESULTING FROM THE NEGLIGENCE, FAULT, BREACH OF CONTRACT, OR OTHER WRONGFUL ACT OR OMISSION OF THE CITY, THE CITY'S AGENTS, THE CITY'S EMPLOYEES, OR ANY OTHER ENTITY OVER WHICH THE CITY EXERCISES CONTROL.

- b. THE PROVISIONS OF THIS INDEMNITY ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. CONSULTANT SHALL ADVISE THE CITY IN WRITING WITHIN TWENTY-FOUR (24) HOURS OF ANY CLAIM OR DEMAND AGAINST THE CITY OR CONSULTANT KNOWN TO CONSULTANT AND RELATED TO OR ARISING OUT OF CONSULTANT'S ACTIVITIES UNDER THIS AGREEMENT OR ANY TASK ORDER. THE CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN THE DEFENSE OF ANY SUCH CLAIM WITHOUT RELIEVING CONSULTANT OF ANY OBLIGATION IMPOSED BY THIS SECTION. CONSULTANT SHALL NOT BE REQUIRED TO DEFEND THE CITY, ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, OR REPRESENTATIVES AGAINST A CLAIM BASED WHOLLY OR PARTLY ON THE NEGLIGENCE, FAULT, BREACH OF CONTRACT, OR OTHER WRONGFUL ACT OR OMISSION OF THE CITY, THE CITY'S AGENTS, THE CITY'S EMPLOYEES, OR ANY OTHER ENTITY OVER WHICH THE CITY EXERCISES CONTROL, EXCEPT TO THE EXTENT A DEFENSE IS PROVIDED TO THE CITY UNDER CONSULTANT'S APPLICABLE INSURANCE POLICIES WHERE THE CITY IS NAMED AS AN ADDITIONAL INSURED.**



- c. **THIS INDEMNIFICATION PROVISION SHALL SURVIVE TERMINATION OR EXPIRATION OF THE AGREEMENT, BUT ONLY AS TO ACTS, ERRORS, OMISSIONS, CLAIMS, OR EVENTS OCCURRING DURING THE TERM OF THIS AGREEMENT OR ANY TASK ORDER ISSUED UNDER THIS AGREEMENT. NOTHING IN THIS SECTION OR THIS AGREEMENT SHALL BE CONSTRUED AS A WAIVER OF THE CITY'S GOVERNMENTAL IMMUNITY, SOVEREIGN IMMUNITY, OR ANY DEFENSES AVAILABLE TO THE CITY UNDER TEXAS LAW.**

This Indemnification provision shall survive termination or expiration of the Agreement.

1. Miscellaneous Provisions.

- a. *Successors and Assigns.* All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.
- b. *Choice of Law.* The laws of the state of Texas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.
- c. *No Waiver of Governmental Immunity.* NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO WAIVE CITY'S GOVERNMENTAL IMMUNITY FROM LAWSUIT, WHICH IMMUNITY IS EXPRESSLY RETAINED TO THE EXTENT IT IS NOT CLEARLY AND UNAMBIGUOUSLY WAIVED BY STATE LAW.
- d. *Assignment.* Consultant shall not assign any of Consultant's rights under this Agreement or delegate the performance of any of Consultant's duties hereunder, without the prior consent of CITY.
- e. *Modification or Amendment.* No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
- f. *Venue.* This Agreement and any and all matters arising directly or indirectly here from shall be governed by and construed and enforced in accordance with the Laws of the State of Texas, in the Federal and State Courts of Cameron County, Texas having jurisdiction. (b) If at any time there is a dispute between or among the Parties with respect to any matter arising directly or indirectly from this Agreement (an "Agreement Matter"), the Parties agree that, prior to seeking judicial remedy, they will engage in face-to-face negotiations in an attempt to resolve such dispute and shall, upon failing to negotiate a mutually-satisfactory resolution, choose a mutually agreeable neutral third party to mediate such dispute. Mediation shall be non-binding and shall be confidential.
- g. *Notices.* Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:



If to Consultant:

Parkhill, Smith & Cooper, Inc. dba Parkhill
4222 85th Street
Lubbock, TX 79423

If to CITY:

City of Brownsville
1001 E. Elizabeth St.
Brownsville, Texas, 78521

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

- h. *Entire Understanding.* This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
- i. *Unenforceability of Provisions.* If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.

CITY OF BROWNSVILLE

CONSULTANT (PARKHILL)

Signature: _____

Signature: Mark D. Haberer

Print Name: _____

Print Name: Mark D. Haberer, PE

Title: _____

Title: Director of Aviation | Partner

Date: _____

Date: July 13, 2026

APPROVED AS TO FORM

Alyssa J. Castillon
Assistant City Attorney



“EXHIBIT A” - Statement of Work (SOW)

Services may apply to projects included in the Airport’s Capital Improvement Program (CIP), which is updated periodically, as well as additional projects that may arise during the term of the agreement.

A. Landside Architectural Design

- Architectural design services for terminal buildings, terminal renovations and expansions, concession spaces, offices, maintenance buildings, parking structures, quick turnaround areas, ground transportation facilities, and other landside structures.
- Interior layouts, finish coordination, **building code compliance**, ADA accessibility, and integration of wayfinding elements.
- Coordination with structural, mechanical, electrical, plumbing, fire protection, information technology, and security disciplines.
- Photogrammetry, aerial mapping, and advanced survey services to support landside design, construction, and documentation.

B. Civil Engineering & Site Design (Landside)

- Civil engineering services for landside infrastructure including grading, drainage systems, utilities, access roads, service roads, sidewalks, parking areas, and curbside facilities.
- Preparation of construction documents, including plans, specifications, and cost estimates, for landside projects.

C. Structural, MEP, and Specialty Engineering

- Structural engineering for buildings, canopies, parking facilities, and support structures.
- Mechanical, electrical, plumbing, fire protection, communications, and low-voltage systems engineering.
- Building systems coordination, constructability considerations, and energy-efficiency measures.
- Preparation and implementation of project-specific Quality Control and Quality Assurance (QC/QA) plans for landside design and construction activities.

D. Terminal & Passenger Facility Engineering

- Engineering design for terminal improvements, tenant fit-outs, baggage support areas, passenger circulation improvements, and operational support spaces.
- Technical coordination with TSA, CBP (as applicable), airlines, and concessionaires related to landside facilities.

E. Construction Management Services

- Construction management services for landside projects, including managing and coordinating Consultant activities.
- Monitoring and controlling construction schedules and conducting construction progress meetings.
- Directing Consultant work in accordance with the contract documents.
- Reviewing and recommending Consultant submittals, Requests for Information (RFIs), pay applications, and change orders; tracking project costs and schedules.
- Project closeout services including conducting final inspections; preparing and managing punch lists; verifying completion of work in accordance with the contract documents; preparing final project reports, including financial summaries; coordinating and obtaining record drawings (as-builts);



assisting with final pay application review; and coordinating the collection of Consultant warranties, certifications, and releases of liens from Consultants and subConsultants.

- Evaluation, negotiation support, and recommendation of project change orders, including cost, schedule, and scope impacts..

Final approval authority, contractual decisions, and acceptance of work shall remain with the Airport.

F. Construction Administration & Technical Support

- Construction phase services including submittal review, RFIs, pay application review, change order analysis, and as-built documentation.
- Construction observation and compliance verification for landside projects.
- Independent construction cost estimates, value engineering, and constructability reviews.

G. Environmental Compliance & Permitting (Design Support Only)

- Environmental permitting and compliance documentation directly supporting landside design and construction, including coordination with regulatory agencies.
- Preparation of project-level environmental documentation necessary for construction execution (excluding environmental planning studies).
- Project-specific environmental studies and technical analyses required to support landside design, permitting, or construction activities. Programmatic or planning-level environmental studies are excluded.

H. Drainage, Stormwater, and Utility Engineering

- Detailed drainage analysis and engineering design for landside facilities.
- Stormwater infrastructure design and permitting.
- Preparation and updates to Storm Water Pollution Prevention Plans (SWPPP) for landside construction activities.

I. Pavement Engineering – Landside Only

- Condition assessments, rehabilitation design, and maintenance recommendations for parking lots, access roads, and other landside pavements.
- Development of landside pavement maintenance documentation (excluding airfield pavements and PCN analysis).

J. Surveying, Mapping, and Technical Exhibits

- Surveying and mapping services required to support landside design and construction.
- Preparation of technical exhibits for permitting, land acquisition support, and construction documentation.

K. Obstruction Evaluation (Design-Related Only)

- Engineering evaluations related to obstruction clearance and height compliance as they pertain to landside structures, excluding obstruction removal programs.



L. Grant Application Technical Support:

- Technical assistance in support of local, State, and Federal grant applications, including preparation of engineering exhibits, cost estimates, schedules, and technical narratives. Grant strategy development and planning-level grant analysis are excluded.

M. Technical Feasibility Support

- Technical feasibility assessments directly related to constructability, phasing, or implementation of landside projects already approved through the Airport's planning process. Market, financial, and planning-level feasibility studies are excluded.



“EXHIBIT B” – Contract Term

Contract Term Details: The Contract, pending City Commission approval, includes a Base Period, Optional Renewal Periods, and a Total Contract Term as follows:

- **Base Period:** This initial period will begin upon City Commission approval and end on **September 30, 2027**
- **Optional Renewal Periods:** There are three (3) optional one-year renewal periods. If exercised, these periods will extend the contract as follows:
 - **First Renewal Period:** October 1, 2027, to September 30, 2028
 - **Second Renewal Period:** October 1, 2028, to September 30, 2029
 - **Third Renewal Period:** October 1, 2029, to September 30, 2030
- **Total Term of the Contract:** Including the Base Period and all optional renewals, the total contract term shall not exceed five (5) years, with a final end date of **September 30, 2030**, if all renewals are exercised.



“EXHIBIT C” – Compensation Structure

1. Task Order-Based Compensation

This Agreement is a master/on-call professional services agreement. Compensation shall be established separately for each Task Order issued under this Agreement. No compensation is due unless the Services are authorized by a fully executed Task Order and, when required by CITY procedures, a purchase order or written notice to proceed.

Each Task Order shall include, at a minimum, a specific scope of services, deliverables, schedule, compensation method, detailed fee breakdown, and maximum not-to-exceed amount. Consultant shall not perform Services, incur costs, or invoice CITY for any work unless such work is authorized in accordance with the Agreement and the applicable Task Order.

2. Accepted Hourly Rate Schedule

Consultant has submitted a Professional Services Rate Schedule for RFQ No. 153-26-AIR-RFQ. The Parties acknowledge and agree that the hourly rates accepted by CITY and incorporated into this Exhibit C shall apply to Services authorized under this Agreement and any Task Order issued during the base term of the Agreement, ending September 30, 2027.

Consultant agrees to honor the accepted hourly rates through September 30, 2027. No increase to the accepted hourly rates shall apply during the base term unless expressly approved in writing by CITY and, when applicable, approved or accepted by the applicable funding agency.

The accepted hourly rates are ceiling rates for the listed labor classifications. The inclusion of the hourly rate schedule does not authorize any work, guarantee any minimum amount of compensation, or require CITY to issue any Task Order.

3. Detailed Fee Proposal Required

Before a Task Order is executed, Consultant shall submit a detailed fee proposal in a format acceptable to CITY. The fee proposal shall include, as applicable:

- labor classifications;
- proposed personnel;
- estimated hours by task and labor classification;
- applicable hourly rates;
- direct labor costs;
- overhead or indirect cost information, when required;
- fixed fee or profit, when applicable;
- direct non-salary expenses;
- travel and reimbursable expenses;
- subconsultant scope and costs;
- project schedule assumptions;
- exclusions or limitations; and



- any other information necessary for CITY to determine that the proposed compensation is fair, reasonable, allowable, and allocable to the project.

CITY may request revisions, backup documentation, or additional detail before approving any Task Order.

4. Federal, FAA, and Grant-Funded Task Orders

For any Task Order funded in whole or in part with FAA, AIP, PFC where applicable, state, or other federal funds, or for which reimbursement from such funds is expected, compensation shall comply with all applicable federal, FAA, state, grant, and City requirements.

Consultant shall provide documentation necessary for CITY, FAA, or any funding agency to review and determine the reasonableness, allowability, and allocability of proposed costs. This may include support for labor rates, level of effort, subconsultant costs, reimbursable expenses, overhead, fixed fee, profit, or other cost components.

Costs must be allowable, allocable, necessary, and reasonable under applicable cost principles and funding requirements, including, as applicable, 2 CFR Part 200, 48 CFR Part 31, FAA Advisory Circular 150/5100-14E, FAA Order 5100.38, grant assurances, and any project-specific grant conditions.

Acceptance of Consultant's hourly rate schedule does not waive CITY's right or obligation to perform a cost or price analysis, independent fee estimate review, funding review, or grant compliance review for individual Task Orders.

5. Permitted Compensation Methods

Each Task Order shall identify the applicable compensation method. Depending on the nature of the Services and funding requirements, permitted compensation methods may include:

- a. fixed lump sum;
- b. cost-plus-fixed-fee with a not-to-exceed ceiling;
- c. specific rates of compensation/hourly rates with a not-to-exceed ceiling;
- d. reimbursable expenses at actual cost; or
- e. another method expressly allowed by applicable law and the funding agency.

Each Task Order shall include a maximum not-to-exceed amount unless otherwise expressly approved by CITY in writing.

6. Prohibited Compensation Methods

Cost-plus-percentage-of-cost pricing, percentage-of-construction-cost pricing, and any pricing method prohibited by Texas law, federal law, FAA requirements, grant terms, or City policy are prohibited.

No Task Order shall be interpreted to authorize compensation based on a formula that increases Consultant's profit solely because project costs increase.

7. Subconsultant Services

Subconsultant services must be identified in the applicable Task Order and are subject to CITY review and approval. Consultant shall remain responsible for the services, performance, deliverables, and coordination of its approved subconsultants.

If accepted by CITY in a Task Order, Consultant may apply a subconsultant markup not to exceed ten percent (10%) on approved subconsultant services. Any markup must be clearly identified in the Task Order fee proposal and shall be subject to CITY review for reasonableness, allowability, and compliance with applicable funding requirements.

For federally funded or FAA-funded Task Orders, subconsultant costs and any related markup are subject to applicable cost principles, grant requirements, and funding agency review.



8. Reimbursable Expenses

Reimbursable expenses shall be limited to actual, reasonable, and necessary costs incurred in direct support of an authorized Task Order. Reimbursable expenses may include, when authorized by the applicable Task Order, travel, printing and reproduction, permitting fees, laboratory services, specialized third-party services, and other project-specific expenses approved by CITY.

Reimbursable expenses shall be billed at actual cost with no markup unless expressly authorized in the Task Order and permitted by applicable funding requirements. CITY may require receipts, invoices, travel documentation, or other supporting records before payment.

9. Rate Adjustments After September 30, 2027

The accepted hourly rates shall remain in effect through September 30, 2027. For Services performed after September 30, 2027, Consultant may submit an updated rate schedule for CITY review and written acceptance.

No updated rate schedule shall become effective unless approved in writing by CITY and, when applicable, approved or accepted by FAA or the applicable funding agency. Updated rates shall not apply retroactively and shall not be used for invoicing unless incorporated into a written Task Order or Task Order amendment.

CITY is not obligated to accept any proposed rate increase. CITY may request supporting documentation, negotiate revised rates, limit increases, or reject proposed rate adjustments when determined to be unreasonable, unsupported, unallowable, or inconsistent with applicable funding requirements.

10. Not-to-Exceed Amounts and Amendments

Consultant shall monitor costs and notify CITY promptly if Consultant anticipates that the authorized Task Order amount, scope, or schedule may be exceeded.

Consultant shall not exceed the authorized not-to-exceed amount, perform additional services, incur additional costs, or change the scope, schedule, staffing, or compensation method unless a written Task Order amendment is approved by CITY before the additional work is performed.

Services performed or costs incurred without prior written authorization are at Consultant's sole risk and shall not be payable by CITY unless expressly approved in writing by an authorized CITY official.

11. Invoicing and Payment

Invoices may be submitted no more often than monthly unless the applicable Task Order provides otherwise. Invoices shall include sufficient detail for CITY to verify the work performed and costs charged, including:

- Agreement number;
- Task Order number;
- purchase order number, if applicable;
- project name;
- billing period;
- summary of services performed;
- deliverables completed;
- percent complete, when applicable;
- labor classifications;



- hours;
- hourly rates;
- reimbursable expenses;
- subconsultant charges;
- prior billings;
- current billing; and
- remaining Task Order balance.

Payment is subject to CITY review and acceptance of Services. CITY may withhold payment for unsupported, unallowable, disputed, duplicative, excessive, or nonconforming charges, or for Services not accepted by CITY.

12. Records, Audit, and Access

Consultant shall maintain complete and accurate records supporting all charges under each Task Order. Consultant shall make such records available to CITY, FAA, the State of Texas, the Comptroller General of the United States, the applicable funding agency, or their authorized representatives as required by law, grant conditions, and this Agreement.

This obligation survives expiration or termination of the Agreement.

13. Accepted Hourly Rate Schedule

The hourly rates listed, are incorporated into this Exhibit C and shall apply to authorized Services performed under this Agreement and any Task Order issued during the base term ending September 30, 2027. Consultant has agreed to honor these accepted hourly rates through September 30, 2027. The accepted hourly rates are ceiling rates for the listed labor classifications and do not authorize work, guarantee payment, or establish a minimum contract amount.

Category / Level	Classification	Hourly Rate
Support Staff I	Support Staff	\$84.00
Support Staff II	Support Staff	\$97.00
Support Staff III	Support Staff	\$134.00
Support Staff IV	Support Staff	\$142.00
Support Staff V	Support Staff	\$157.00
Support Staff VI	Support Staff	\$171.00
Professional Level I	Architect	\$171.00
Professional Level I	Civil Engineer	\$184.00
Professional Level I	Electrical Engineer	\$185.00
Professional Level I	Interior Designer	\$158.00



Category / Level	Classification	Hourly Rate
Professional Level I	Landscape Architect	\$158.00
Professional Level I	Mechanical Engineer	\$177.00
Professional Level I	Structural Engineer	\$176.00
Professional Level I	Survey Tech	\$149.00
Professional Level I	Other Professional	\$155.00
Professional Level II	Architect	\$185.00
Professional Level II	Civil Engineer	\$207.00
Professional Level II	Electrical Engineer	\$210.00
Professional Level II	Interior Designer	\$166.00
Professional Level II	Landscape Architect	\$166.00
Professional Level II	Mechanical Engineer	\$203.00
Professional Level II	Structural Engineer	\$200.00
Professional Level II	Survey Tech	\$163.00
Professional Level II	Other Professional	\$164.00
Professional Level III	Architect	\$210.00
Professional Level III	Civil Engineer	\$254.00
Professional Level III	Electrical Engineer	\$244.00
Professional Level III	Interior Designer	\$182.00
Professional Level III	Landscape Architect	\$196.00
Professional Level III	Mechanical Engineer	\$237.00
Professional Level III	Structural Engineer	\$244.00
Professional Level III	Survey Tech	\$190.00
Professional Level III	Other Professional	\$180.00
Professional Level IV	Architect	\$256.00
Professional Level IV	Civil Engineer	\$296.00
Professional Level IV	Electrical Engineer	\$285.00



Category / Level	Classification	Hourly Rate
Professional Level IV	Interior Designer	\$200.00
Professional Level IV	Landscape Architect	\$213.00
Professional Level IV	Mechanical Engineer	\$277.00
Professional Level IV	Structural Engineer	\$282.00
Professional Level IV	Survey Tech	\$231.00
Professional Level IV	Other Professional	\$213.00
Professional Level V	Architect	\$310.00
Professional Level V	Civil Engineer	\$351.00
Professional Level V	Electrical Engineer	\$344.00
Professional Level V	Interior Designer	\$239.00
Professional Level V	Landscape Architect	\$259.00
Professional Level V	Mechanical Engineer	\$332.00
Professional Level V	Structural Engineer	\$310.00
Professional Level V	Professional Land Surveyor	\$262.00
Professional Level V	Other Professional	\$237.00
Professional Level VI	Architect	\$327.00
Professional Level VI	Civil Engineer	\$352.00
Professional Level VI	Electrical Engineer	\$346.00
Professional Level VI	Interior Designer	\$259.00
Professional Level VI	Landscape Architect	\$277.00
Professional Level VI	Mechanical Engineer	\$335.00
Professional Level VI	Structural Engineer	\$314.00
Professional Level VI	Professional Land Surveyor	\$293.00
Professional Level VI	Other Professional	\$270.00
Professional Level VII	Architect	\$417.00
Professional Level VII	Civil Engineer	\$425.00



Category / Level	Classification	Hourly Rate
Professional Level VII	Electrical Engineer	\$412.00
Professional Level VII	Interior Designer	\$356.00
Professional Level VII	Landscape Architect	\$356.00
Professional Level VII	Mechanical Engineer	\$396.00
Professional Level VII	Structural Engineer	\$415.00
Professional Level VII	Professional Land Surveyor	\$355.00
Professional Level VII	Other Professional	\$341.00



EXHIBIT “D”- INSURANCE

Consultant shall obtain and maintain insurance coverage as agreed in paragraph 8 of the City of Brownsville Contract Agreement and ensure that coverage with the parameters contained herein remains in full force at all times during the contract period as follows:

1. Workers' Compensation and Employers' Liability Insurance

Minimum Limits Consistent with Texas Worker’s Compensation Act (Section 401):

1. \$100,000 bodily injury each accident
2. \$500,000 bodily injury by disease policy limit
3. \$100,000 Bodily injury by disease each employee

Any firm performing work for or on behalf of the City of Brownsville must provide Workers' Compensation insurance.

2. Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent Consultants and contractual liability, with a combined single limit bodily injury/property damage of \$1,000,000. This coverage must include, but not be limited to:

1. Coverage for the liability assumed by the Consultant under the indemnity provision of the contract.
2. Coverage for Premises/Operations
3. Products/Completed Operations
4. Broad Form Contractual Liability
5. Independent Consultants

3. Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment with the following Limits:

1. Bodily injury
\$250,000 each person,
\$500,000 each occurrence
2. Property damage
\$100,000 each occurrence

4. Professional Liability / Errors and Omissions Insurance

Consultant shall maintain Professional Liability / Errors and Omissions Insurance covering claims arising out of negligent acts, errors, or omissions in the performance of professional architectural, engineering, design, consulting, construction administration, and related professional services under this Agreement.



Minimum Limits:

1. \$1,000,000 each claim
2. \$1,000,000 annual aggregate

If the policy is written on a claims-made basis, the policy shall be maintained during the term of this Agreement and for a period of not less than three (3) years after completion of the Services or expiration/termination of the Agreement, whichever is later. Consultant shall maintain any required retroactive date so that coverage applies to Services performed under this Agreement and any Task Order issued hereunder.

Consultant shall provide a certificate of insurance evidencing Professional Liability / Errors and Omissions coverage prior to execution of the Agreement and upon each renewal of the policy. Professional Liability coverage shall not be required to name the City as an additional insured if such endorsement is not available for this type of coverage.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/9/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Risk Strategies Company a division of Brown & Brown 5850 Granite Parkway, Suite 350 Plano, TX 75024	CONTACT NAME: Ashton Weig PHONE (A/C, No, Ext): E-MAIL ADDRESS: 2305-RSCcertrequest@bbrown.com INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Casualty and Surety Co of Amer INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): NAIC # 31194
INSURED Parkhill 4222 85th St. Lubbock TX 79423		

COVERAGES**CERTIFICATE NUMBER:** 91403572**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$ \$
	UMBRELLA LIAB EXCESS LIAB ☐ DED ☐ RETENTION \$						EACH OCCURRENCE AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☐ N	☐ N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ \$ \$
A	Professional & Pollution Liability		✓	106653747	1/10/2026	1/10/2027	Per Claim Annual Aggregate \$2,000,000 \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty day notice of cancellation in favor of the certificate holder on all policies.
Re: 47603.26, BRO Landside Architectural and Engineering Services.

CERTIFICATE HOLDER**CANCELLATION**City of Brownsville
1001 East Elizabeth Street
Brownsville TX 78520

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Hillary Bryant

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ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/09/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sanford & Tatum Insurance Agency PO Box 64790 Lubbock TX 79464		CONTACT NAME: Dee Bartlett PHONE (A/C, No, Ext): (806) 792-5564 E-MAIL ADDRESS: dee.bartlett@sanfordtatum.com FAX (A/C, No): (806) 792-9344	
INSURED Parkhill, Smith & Cooper, Inc. 4222 85th Street Lubbock TX 79423		INSURER(S) AFFORDING COVERAGE INSURER A: Phoenix Insurance Co INSURER B: Charter Oak Fire Ins. Co INSURER C: Travelers Property Casualty Co. of America INSURER D: Farmington Casualty INSURER E: INSURER F:	
		NAIC # 25623 25615 25674 41483	

COVERAGES**CERTIFICATE NUMBER:** 25/26**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:			6305H948872	09/30/2025	09/30/2026	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000				
			MED EXP (Any one person) \$ 10,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			BA4N167444	09/30/2025	09/30/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
			BODILY INJURY (Per person) \$				
			BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			CUP5H948872	09/30/2025	09/30/2026	EACH OCCURRENCE \$ 10,000,000
			AGGREGATE \$ 10,000,000				
			\$				
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	UB5H948872	09/30/2025	09/30/2026	☒ PER STATUTE ☐ OTH-ER
			E.L. EACH ACCIDENT \$ 1,000,000				
			E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
			E.L. DISEASE - POLICY LIMIT \$ 1,000,000				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 47603.26, BRO Landside Architectural and Engineering Services

The General Liability & Auto Policies include a Blanket Automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder only when there is a written contract between the Named Insured and the Certificate Holder that requires such status. The General Liability, Auto & Workers' Comp policies include a Blanket Waiver of Subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. The General Liability, Auto & Workers' Comp. policies include a Blanket Notice of Cancellation endorsement, providing for 30 Days Advance Notice if the policy is canceled by the company other than for nonpayment of premium, 10 day's notice after the policy is canceled for nonpayment of premium. Notice is sent to Certificate Holders with mailing addresses on file with the agent or the company.

CERTIFICATE HOLDER**CANCELLATION**

City of Brownsville 1001 East Elizabeth Street Brownsville TX 78520	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

AGENCY Alera Group		NAMED INSURED Parkhill, Smith & Cooper, Inc.	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Excess/Umbrella is follow-form over the General Liability, Automobile Liability and Employers Liability. Named Insured's General liability and Auto liability policy is Primary & Non-Contributory if/when required by written contract.



FORM 10 - FAA
City of Brownsville Federal Clauses Certification Form

FEDERAL CERTIFICATIONS & FAA PROVISIONS
AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Federal Funds & FAA funds will be used; therefore, this form should be completed and returned.

Federal Aviation Administration (FAA)

The following clauses are required when Federal Aviation Administration (FAA) Airport Improvement Program (AIP) or other FAA federal assistance funds are used. These provisions are in addition to those included in the standard Federal Clauses FY 2026 document and must be completed and incorporated into contracts and subcontracts funded, in whole or in part, with FAA funds.

Instructions for Completing this Form

Suppliers and contractors must review each federal clause and indicate whether it applies to the specific contract. For every section below, please initial **"YES"** to confirm agreement and compliance, or **"N/A"** (Not applicable) if the clause does not apply to the scope of work or funding source.

Yes – Contractor/Supplier agrees to comply with the clause as written and, where applicable, will provide all required documentation or certifications.

N/A – Clause is not applicable to the contract (e.g., Davis Bacon Act for non-construction work, Buy America for non-transportation projects, etc.) Contractor/supplier must initial next to "N/A" to confirm inapplicability.

Incomplete forms or unmarked sections may disqualify contractor/supplier and/or delay contract approval.

Vendor Responsibility for Regulatory Compliance

It is the responsibility of the contractor/supplier to review, verify, and comply with the most current versions of all applicable federal provisions, clauses, and regulations referenced in this document. The contractor/supplier shall refer to official U.S. Government websites, including the Code of Federal Regulations (www.ecfr.gov), Federal Acquisition Regulation (www.acquisition.gov), and agency-specific resources (e.g., HUD, DOT, Treasury, or OMB), to ensure full and current compliance at the time of bid submission and throughout the contract term.

DEFINITIONS

Contract: A legal agreement by which a non-Federal entity purchases property or services to carry out a federally funded project.

Contractor: An entity that receives a contract as defined in Contract.

Cooperative agreement: A form of federal financial assistance used when substantial involvement is expected between the federal agency or pass-through entity and the recipient.

Federal awarding agency: The U.S. federal agency providing the funding.

Federal award: The financial assistance or cost-reimbursement contract provided directly by a federal agency or indirectly through a pass-through entity to carry out a public purpose.

Non-Federal entity (NFE): A state, local government, tribe, institution of higher education, or non-profit organization that receives and administers federal funds.

Pass-Through Entity (PTE): A Non-Federal entity that provides part of its federal award to another organization (a subrecipient) to carry out a portion of the program.



Subrecipient/Subaward: A Non-Federal entity that receives federal funds from a pass-through entity to carry out part of federal program. The legal instrument documenting this relationship is the subaward.

Recipient: A Non-Federal entity receiving funds directly from a federal agency.

Simplified acquisition threshold: The current small-purchase limit established under the FAR (presently \$250,000, adjusted periodically for inflation).

Obligations: Orders placed on contracts or subawards made that require payment by the Non-Federal entity.

Termination: The ending of a federal award, in whole or in part, prior to the planned end of the period of performance. These definitions are provided for reference only. For full regulatory text, see 2 C.F.R. Part 200, Subpart A (§§ 200.0-200.1).

Certification Regarding Certain Telecommunications and Video Surveillance Services or Equipment (FAR 52.204-24 & 52.204-25)

The contractor/supplier certifies compliance with the prohibitions under Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Public Law 115-232) and the Federal Acquisition Regulation (FAR) 52.204-24 and 52.204-25.

The contractor/supplier shall not provide or use any equipment, system, or service that includes covered telecommunications equipment or services from Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, Dahua Technology Company, or any subsidiary or affiliate of such entities.

If the contractor/supplier identifies any covered telecommunications equipment or services during performance, it shall immediately notify the contracting agency or the City of Brownsville in writing and provide all information required under FAR 52.204-25(d).

Does contractor/supplier agree? YES MDH Initials of Authorized Representative of contractor/supplier.

N/A (Not applicable to this contract) _____

APPENDIX II TO 2 CFR PART 200 – Contract Provision for Non-Federal Entity Contracts Under Federal Awards

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does contractor/supplier agree? YES MDH Initials of Authorized Representative of contractor/supplier.

N/A (Not applicable to this contract) _____

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Contractor/Supplier as detailed in the terms of the contract.



Does contractor/supplier agree? YES MDH Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does contractor/supplier agree? YES MDH Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, contractor/supplier will be in compliance with all applicable Davis-Bacon Act provisions.

Does contractor/supplier agree? YES MDH Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, contractor/supplier certifies that contractor/supplier will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act



during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does contractor/supplier agree? YES MDH Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the contractor/supplier certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the contractor/supplier agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does contractor/supplier agree? YES MDH Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, contractor/Supplier also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the contractor/supplier certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the contractor/supplier agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does contractor/supplier agree? YES MDH Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

(H) Prohibition on Fraud, Waste, and Abuse - The contractor/supplier certifies that it will take all reasonable steps to prevent, detect, and disclose any suspected fraud, waste, or abuse of federal funds associated with this contract, consistent with applicable laws and agency guidance. Any such activity will be promptly reported to the awarding agency, pass-through entity, or the Office of Inspector General, as appropriate.

Does contractor/supplier agree? YES MDH Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220 cross-reference to Treasury/OMB Guidance Subpart C) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions



contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the contractor/supplier certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the contractor/supplier certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the contractor/supplier or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the contractor/supplier will notify the Participating Agency.

Does contractor/supplier agree? YES MDH Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

- (J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.**

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the contractor/supplier certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the contractor/supplier certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Does contractor/supplier agree? YES MDH Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____



Procurement of Recovered Materials 2 C.F.R. § 200.323 / 40 C.F.R Part 247

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

When Participating Agency expends federal funds for any contract resulting from this procurement process, contractor/supplier certifies that it will comply with 2 C.F.R. § 200.323

Does contractor/supplier agree? YES MDH Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, contractor/supplier certifies that it will comply with the record retention requirements detailed in 2 CFR §§ 200.334-200.337. The contractor/supplier further certifies that contractor/supplier will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does contractor/supplier agree? YES MDH Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, contractor/supplier certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18). Cross-link 2 CFR § 200.323(b)

Does contractor/supplier agree? YES MDH Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, contractor/supplier certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

- (1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the



purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

- (2) A bidder or contractor/supplier must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA- funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower-tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

**FEDERAL TRANSIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION
(DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF ROLLING
STOCK**

CERTIFICATE OF COMPLIANCE

(select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES: ☐

OR

Certificate of Non-Compliance with 49 USC §5323(j)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.

Check for YES: ☒

FEDERAL TRANSIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT)

BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Check for YES: ☐

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Check for YES: ☐

Does contractor/supplier agree? **YES** MDH Initials of Authorized Representative of contractor/supplier.

N/A (Not applicable to this contract) _____

Contractor/Supplier's Name: Parkhill

Address, City, State, and Zip Code: 1980 Post Oak Blvd., Suite 100, Houston, Texas 77056

Phone Number: 832.758.0530

Fax Number: 806.630.4301

Printed Name and Title of Authorized Representative: Mark Haberer, PE, CM Partner-in-Charge



Email Address: mhaberer@parkhill.com

Signature of Authorized Representative: _____

Date: July 13, 2026

Does contractor/supplier agree? YES MDH Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

If any portion of this project is funded with U.S Department of Transportation (DOT) funds, the contractor/supplier shall also complete a Disadvantage Business Enterprise (DBE) Certification Form in accordance with 49 C.F.R. Part 26. This requirement applies only to DOT-funded projects and is not applicable to HUD, ARPA, or Treasury-funded programs.

CERTIFICATION OF COMPLIANCE WITH BUILD AMERICA, BUY AMERICA ACT (BABA)
2 C.F.R. 184

The contractor/supplier acknowledges that certain federally funded infrastructure projects are subject to the Build America, Buy America Act (Pub. L. 117-58 §§ 70901-70927) and implementing regulations at 2 C.F.R. Part 184. When applicable, the contractor/supplier certifies that all iron, steel, manufactured products, and construction materials used in the project are produced in the United States, as required by the Act.

The contractor/supplier further agrees to provide appropriate documentation, origin certifications, or approved waivers upon request by the awarding agency or pass-through entity. Where a waiver is sought, the contractor/supplier shall support the request in writing and shall not proceed with procurement or installation of foreign materials until such waiver is granted in accordance with federal guidance.

The Build America, Buy America Act applies to all federally funded infrastructure projects, except where otherwise waived or exempted by the awarding agency.

Does contractor/supplier agree? YES MDH Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

Domestic Preference for Procurements– 2 C.F.R. § 200.322

The contractor/supplier agrees to comply with the requirements of 2 C.F.R. § 200.322, which establishes a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. To the greatest extent practicable, the contractor/supplier shall provide domestic end products, materials, and construction products that are manufactured in the United States. This preference applies to all procurements under federal awards, consistent with applicable statutes, regulations, and the Build America, Buy America Act requirements.

Does contractor/supplier agree? YES MDH Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.337

Contractor/Supplier agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of contractor/supplier that are pertinent to contractor's/supplier's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to contractor/supplier's personnel for the purpose of interview and discussion relating to such documents.



Does contractor/supplier agree? YES MDH Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Contractor/Supplier agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does contractor/supplier agree? YES MDH Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

Conflict of Interest - 2 C.F.R. § 200.318(c)(1)

The contractor/supplier affirms compliance with 2 C.F.R. § 200.318(c)(1), which requires the maintenance of written standards of conduct covering conflict of interest in the selection, award, and administration of contracts. No employee, officer, agent, or subcontractor shall participate in any procurement or contract decision where a real or apparent conflict of interest exists. The contractor/supplier further agrees to disclose in writing any potential conflicts of interest to the City of Brownsville prior to award or during contract performance.

Does contractor/supplier agree? YES MDH Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

Executive Order 14173 (2025) – Anti-DEI Certification

The contractor/supplier certifies compliance with Executive Order 14173 (2025), affirming that it operates in accordance with all applicable federal anti-discrimination laws and that no diversity, equity, or inclusion (DEI) program or policy maintained by the contractor violates such laws. The contractor/supplier acknowledges that compliance with these requirements is a material condition of this contract and that any false certification or noncompliance may subject the contractor/supplier to remedies available under the False Claims Act (31 U.S.C. §§ 3729-3733) and other applicable laws.

Does contractor/supplier agree? YES MDH Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

Non-Discrimination and Affirmative Action Plan (Executive Order 11246)

The contractor/supplier agrees to comply with all applicable federal civil rights laws and regulations, including Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), and any other nondiscrimination provisions applicable to this contract. The contractor/supplier shall ensure that no person is excluded from participation in, denied the benefits of, or subjected to discrimination under this contract on the basis of race, color, national origin, sex, age, or disability.

Does contractor/supplier agree? YES MDH Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

Whistleblower Protection (41 U.S.C 4712)

The contractor/supplier shall comply with the whistleblower protections established under 41 U.S.C. 4712. Employees of contractors, subcontractors, and subrecipients are protected from reprisal for disclosing evidence of gross mismanagement,



waste of federal funds, abuse of authority, or violations of law related to a federal contract or grant. The contractor/supplier must inform its employees in writing of their rights and remedies under this statute. Compliance with these protections is a material condition of this contract.

Does contractor/supplier agree? **YES** MDH Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

Remedies for Non-Compliance - 2 C.F.R. § 200.339

The contractor/supplier acknowledges that failure to comply with the terms and conditions of this agreement or any applicable federal requirements may result in enforcement actions as provided under 2 C.F.R. § 200.339. Remedies may include, but are not limited to, temporarily withholding payments, disallowing costs, wholly or partly suspending or terminating the contract, initiating suspension or debarment proceedings, or pursuing other legally available remedies.

Does contractor/supplier agree? **YES** MDH Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

Termination – 2 C.F.R. § 200.340

The contractor/supplier acknowledges that this contract may be terminated in whole or in part for cause, for convenience, or by mutual agreement, in accordance with 2 C.F.R. § 200.340. The basis for termination, applicable notice, and settlement provisions shall be clearly documented in writing.

Does contractor/supplier agree? **YES** MDH Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

Subrecipient Monitoring – 2 C.F.R. § 200.332

The contractor/supplier acknowledges that, when acting as a pass-through entity or subrecipient of federal funds, it must comply with the requirements of 2 C.F.R. § 200.332. The contractor/supplier shall monitor the activities of any subrecipients as necessary to ensure that federal funds are used in accordance with applicable statutes, regulations, and the terms and conditions of the award. This includes performing risk assessments, issuing written subaward agreements with required flow-down clauses, reviewing financial and performance reports, and taking enforcement action when necessary to address noncompliance.

Does contractor/supplier agree? **YES** MDH Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Contractor/Supplier shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Contractor/Supplier shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

In addition, the Contractor/supplier shall comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968 (24 C.F.R. Part 75), ensuring, to the greatest extent feasible, that employment and contracting opportunities are directed to low- and moderate-income residents and Section 3 businesses.

If the project involves acquisition, demolition, or displacement activities, the contractor/supplier shall also comply with the Uniform Relocation Assistance and Real Property Acquisition Act (49 C.F.R. Part 24), ensuring fair compensation and relocation assistance for affected persons and property owners.



Does contractor/supplier agree? **YES** MDH Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

Buy American Preference (49 U.S.C § 50101)

When FAA Airport Improvement Program (AIP) funds are used, the contractor/supplier shall comply with the Buy American preferences under 49 U.S.C. § 50101. Only steel and manufactured products produced in the United States may be used in AIP-funded projects unless a waiver is granted by the FAA.

Does contractor/supplier agree? **YES** MDH Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

Foreign Trade Restriction Clause (49 C.F.R. Part 30)

The contractor/supplier certifies that it will not engage in any transactions with, or procure materials or services from, countries restricted under DOT appropriations acts or FAA regulations.

Does contractor/supplier agree? **YES** MDH Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

Veterans Preference (49 U.S.C. § 47112(c))

In the employment of labor (except executive, administrative, and supervisory positions) for construction or maintenance work financed under FAA assistance, the contractor/supplier shall give preference to veterans, as far as practicable.

Does contractor/supplier agree? **YES** MDH Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

Compliance with Security Regulations (49 C.F.R. Part 1542)

The contractor/supplier shall comply with all applicable Transportation Security Administration (TSA) security regulations, directives, and airport-specific rules under 49 C.F.R. Part 1542. The contractor/supplier shall ensure that all employees, agents, and subcontractors obtain the necessary Security Identification Display Area (SIDA) credentials and comply with all security procedures while performing work on or within airport property.

Does contractor/supplier agree? **YES** MDH Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

Seismic Safety (42 U.S.C. § 7701 et seq.)

For new building construction or major renovations exceeding \$100,000, the contractor/supplier certifies its compliance with seismic safety standards consistent with 49 C.F.R. Part 41 and Executive Order 12699.

Does contractor/supplier agree? **YES** MDH Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____



Tax Delinquency and Felony Conviction Certification (DOT Order 4200.5)

The contractor/supplier certifies that it is not delinquent on any federal tax obligation and has not been convicted of a federal felony within the preceding 24 months.

Does contractor/supplier agree? **YES** MDH Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

Flow-Down of Federal Requirements

All federal requirements contained in this agreement shall flow down to all tiers of subcontracts, suppliers, and service providers in FAA-funded work.

Does contractor/supplier agree? **YES** MDH Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

The City of Brownsville reserves the right to request a signed or notarized certification, affidavit, or other supporting documentation for any of the provisions or clauses contained in this document at any time during the procurement process or contract term.

By signing below, the contractor/supplier certifies that all information provided in this document is true and accurate to the best of their knowledge and understands that any false statement may be subject to penalties under the False Claims Act (31 U.S.C. §§ 3729-3733).

The contractor/supplier further agrees to comply with all applicable federal, state, and local laws, rules, regulations, and ordinances. It is acknowledged that the contractor/supplier certifies compliance with all provisions, laws, acts, and regulations specifically noted above.

Contractor's/Supplier's Name: Parkhill

Address, City, State, and Zip Code: 1980 Post Oak Blvd., Suite 100, Houston, Texas 77056

Phone Number: 832.758.0530 Fax Number 806.630.4301

Printed Name and Title of Authorized Representative:
Mark Haberer, PE, CM Partner-in-Charge

Email Address: MHaberer@Parkhill.com

Signature of Authorized Representative:  Date: 04.01.2026



Master Service Agreement #153-26-AIR-RFQ

TASK ORDER # _____

This **TASK ORDER** is issued under the **Master Services Agreement #153-26-AIR-RFQ** between the City of Brownsville and **Parkhill, Smith & Cooper, Inc. dba Parkhill** for services for Term Contract for Airport landside professional architectural and engineering services for the City of Brownsville. Terms and Conditions in accordance with the Master Services Agreement #153-26-AIR-RFQ.

- | | |
|--|-----------|
| 1. Project Information & Scope of Service: | Exhibit A |
| 2. Estimated time for completion: | Exhibit B |
| 3. Compensation (Detailed Breakdown): | Exhibit C |
| 4. Certificate of Insurance: | Exhibit D |
| 5. CIQ: | Exhibit E |
| 6. Federal or State Provisions (If applicable) | Exhibit F |

All terms and conditions of the Master Services Agreement #153-26-AIR-RFQ shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.

NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESSED OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE.

EXECUTED THIS _____ DAY OF _____, 20__.

Consultant / Contractor

Company name: Parkhill
 Authorized representative: Mark Haberer, PE
 Company address: 1980 Post Oak Blvd Ste 200 Houston Tx 77056
 Phone Number: 806.473.2200
 Email: mhaberer@parkhill.com

Owner

City of Brownsville
 City Manager/Mayor.
 1001 E. Elizabeth St Brownsville Tx 78520
 956-548-6000
Purchasing@brownsvilletx.gov

 Name:

Date:

 Name:

Date:



To: Mayor and City Commission
Through: Alan Guard, Interim City Manager
From: Carlos Lastra, City Engineer
Date: Tuesday, August 4, 2026
Agenda #: Consideration and **ACTION** to approve a Task Order No.19 for Civil Engineering and Related Services for the reconstruction of Tradition Circle and Achievement Drive, to Ambiotec Civil Engineering Group, Inc., in the amount not to exceed \$108,758, as budgeted. (Engineering and Public Works Department)

Summary:

The City of Brownsville Engineering and Public Works Department is requesting Civil Engineering and Related Services from Ambiotec Civil Engineering Group, Inc., for the reconstruction of Tradition Circle and Achievement Drive. Ambiotec proposes to perform this project for the total amount of \$108,758, as budgeted. The Task Order is under the Master Services Agreement #QES-142-1124.

Project Scope and Analysis:

The primary objective of the project is to improve roadway surface drainage by correcting existing roadway elevations and enhancing stormwater runoff conveyance. This scope includes the civil engineering design services necessary to prepare construction plans for the proposed improvements in accordance with applicable local requirements. Ambiotec will provide the following civil engineering services: topographical survey, demolition plan, grading plan, utility plan, engineer's opinion of probable cost estimate, construction engineering specifications and project management.

Funding:

Source: 812-8200-9994-62

Amount: \$108,758

Local Contribution if Applicable:

Recommendation:

The City of Brownsville Engineering and Public Works Department recommends approving the Task Order #19 with Ambiotec Civil Engineering Group, Inc., for the Civil Engineering and Related Services for the reconstruction of Tradition Circle and Achievement Drive.

Commission Pillar:

Infrastructure

Attachments:

1. Task Order 19 Ambiotec(Tradition Circle and Achievement Drive)
2. Proposal Ambiotec Civil Design and Related Services Reconstruction Traditiona Cir & Achievement Drive



Master Service Agreement #

TASK ORDER # 19
(Engineering and Survey Services Only)

This **TASK ORDER** is issued under the **Master Services Agreement # QES- 142-1124** between the City of Brownsville and **Ambiotec Civil Engineering Group** for services for **Professional Engineering and Surveying Services for the City of Brownsville**. Terms and Conditions in accordance with the Master Services Agreement #QES-142-1124.

- | | |
|--|-----------|
| 1. Project Information: Scope of Services | Exhibit A |
| 2. Compensation (Detailed Breakdown): | Exhibit B |
| 3. Estimated time for completion: | Exhibit C |
| 4. Certificate of Insurance: | Exhibit D |
| 5. CIQ | Exhibit E |
| 6. Texas Ethics Commission Certificate of Interested Parties (1295 Form) | Exhibit F |

All terms and conditions of the **Master Services Agreement** shall continue in full force and effect.

	Consultant / Contractor	City of Brownsville
Company name:	Ambiotec Civil Engineering Group	City of Brownsville
Authorized representative's name:	Vicente Mendez	City Manager/Mayor.
Company address:	5420 Pardes Line Road. Brownsville Texas 78526	1001 E. Elizabeth St Brownsville Tx 78520
Phone Number:	956-548-9333	956-548-6000
Email:	Jmario@ambiotec.com	Purchasing@brownsvilletx.gov

X *He Mendez*
Consultant / Contractor

X _____
City of Brownsville, City Manager

Project Information/Location

City Use Only

Funding Source: _____

Director Name: _____

APPROVED AS TO FORM

Alyssa J. Castillon
Alyssa J. Castillon
Assistant City Attorney

Ambiotec

Civil Engineering Group, Inc.

5420 Paredes Line Rd.

Brownsville, TX 78526

Phone: (956) 548-9333 FAX: (956) 548-9399

TBPE Firm No. F-4126

TBPLS Reg. No. 10005300

July 10, 2026

City of Brownsville Engineering Department.
404 E. Washington St.
Brownsville, TX 78520

Re: Proposal for Civil Design for reconstruction of Tradition Circle, and Achievement Drive.
Proposal No. 6391.0726

Ambiotec is pleased to submit this proposal for civil engineering and related services for the proposed reconstruction of Tradition Circle, and Achievement Drive located in Brownsville, Texas. This proposal outlines our understanding of the project, scope of services, and associated professional fees.

Based on the preliminary information available, the project consists of the reconstruction of Tradition Circle and Achievement Drive in Brownsville, Texas. The primary objective of the project is to improve roadway surface drainage by correcting existing roadway elevations and enhancing stormwater runoff conveyance. This scope includes the civil engineering design services necessary to prepare construction plans for the proposed improvements in accordance with applicable local requirements.

Construction drawings will be signed and sealed by a Professional Engineer Registered in the State of Texas.

Ambiotec will provide the following civil engineering services:

1. Topographical Survey
2. Demolition Plan
3. Grading Plan
4. Utility Plan
5. Engineer's Opinion of Probable Cost Estimate
6. Construction Engineering Specifications
7. Project Management

The Engineer's Opinion of Probable Construction Cost used to establish the engineering fee for this project is a preliminary estimate prepared for budgeting and proposal purposes. The estimate is based on the anticipated scope of work, current construction cost information, and the Engineer's professional judgment. Actual construction costs may vary based on the final design, bidding conditions, and site conditions.

Based on the Engineer's Opinion of Probable Construction Cost, the estimated total construction cost for the proposed improvements is \$1,090,115. This estimate is intended solely for budgeting and fee determination purposes and may be refined as the project design progresses.

Based on the Engineer's Opinion of Probable Construction Cost of \$1,090,115., the proposed fee for civil engineering services is \$81,758, calculated at 7.5% of the estimated construction cost. Surveying services are not included in this fee and will be provided as a separate line item, as outlined below:

1. Design	\$61,320.
2. Bidding Phase	\$8,175.
3. Construction Management	\$8,175.
4. As-builts	\$4,088.
5. Surveying	\$27,000.
Total: \$108,758.	

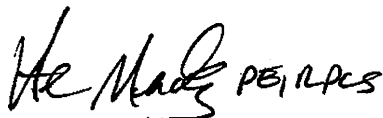
Items not mentioned above and requested by the owner or reviewing entity are not part of our scope and will be deemed as additional services for which we can provide a proposal to assist you with such items.

This proposal includes revisions as required to address typical review comments during the normal review and approval process. Significant design changes or revisions resulting from changes in project scope or owner-directed modifications after initial design approval may require additional services.

Ambiotec anticipates to complete set of construction drawings within three months of receiving authorization. We will invoice every 30 days for work performed during that month. Invoices are due upon receipt.

If you are in agreement with our services, please sign this proposal and return a copy for our files. If you have any questions, feel free to call me at (956) 548-9333.

Sincerely,



Vicente Mendez, P.E., R.P.L.S.
Principal Engineer.

City of Brownsville.

APPROVED AS TO FORM



Alyssa J. Castillon
Assistant City Attorney



Exhibit "D"

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/02/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Veronica Chavez 1501 E Alton Gloor Blvd Ste 1 Brownsville TX 78526		CONTACT NAME: Veronica Chavez PHONE (A/C, No, Ext): 956-542-2622 E-MAIL: vchavez1@farmersagent.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Truck Insurance Exchange INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		FAX (A/C, No): 956-542-2473 NAIC # 21709
INSURED Ambiotec Civil Engineering Group, Inc. 5420 Paredes Line Road Brownsville TX 78526				

COVERAGES

CERTIFICATE NUMBER: 1

REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR	Y N	604268407	10/20/2025	10/20/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 OTHER \$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$					
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB CLAIMS-MADE N N		606685759	10/20/2025	10/20/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 DED RETENTION \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y N/A Y	A0708566	10/20/2025	10/20/2026	☒ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Brownsville
1001 East Elizabeth St.

Brownsville

TX 78520

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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Document Ref: ZPRSE-QNPZZ-DW474-VBIDV

Document Ref: PYNYO-XNNS7-V8UC8-HDPXY

"Exhibit E"



Form 2 - Statement Of Conflicts Of Interest (If Any)

Conflict of Interest Disclosure Instructions

The Respondent must disclose any conflicts of interest related to the goods and/or services associated with this solicitation. A conflict-of-interest statement is required if any conflicts exist, along with a detailed plan for mitigating the conflict(s). The City reserves the sole discretion to determine whether a conflict disqualifies a firm and/or whether a conflict mitigation plan is acceptable.

If a conflict of interest exists, the Respondent must:

- Complete Form CIQ
- File the form with the City Secretary
- Include a copy of the completed Form CIQ with the proposal

If no conflict of interest exists, Form CIQ is not required. Regardless of whether a conflict exists, this Form 2 must be completed and signed.

Respondent Acknowledgment

By signing below, the Respondent certifies and acknowledges the following:

1. The Respondent has reviewed the requirements of Chapter 176, Texas Local Government Code, regarding conflict-of-interest disclosures.
2. The Respondent understands that a completed Texas Ethics Commission Form CIQ must be filed with the City Secretary's Office of the City of Brownsville, Texas, within seven (7) business days after the Respondent becomes aware of a conflict.
3. The Respondent acknowledges that the completed Form CIQ is a public record and will be made available by the City Secretary in accordance with state law.
4. The Respondent understands that failure to file a required Form CIQ is a violation of state law and may result in penalties under Texas Local Government Code §176.006 and possible disqualification from consideration for award.
5. The Respondent shall submit this acknowledgment form as part of its solicitation response and attach a copy of the completed TEC Form CIQ, if applicable.

City Secretary Contact Information

City of Brownsville – Office of the City Secretary
1001 East Elizabeth Street, Brownsville, Texas 78520
Email: citysecretary@brownsvilletx.gov
Phone: (956) 548-6000



Certification

By signing below, the Respondent certifies that they have reviewed and understand the requirements of Chapter 176, Texas Local Government Code and have determined whether a conflict of interest exists. The Respondent further certifies that, if a conflict of interest exists, a completed Conflict of Interest Questionnaire (Form CIQ) has been or will be filed with the City Secretary in accordance with state law and that a copy of the completed Form CIQ is included with this submission, if applicable. The Respondent affirms that all information provided is true and correct and that they are authorized to bind the entity.

Signature: *Vicente Mendez PE*

Printed Name: Vicente Mendez, P.E.

Title: Principal in Charge

Date: 05/29/26

Company Name: Ambiotec Civil Engineering

Phone: (956)548-9333

Email: vmendez@ambiotec.com

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Ambiotec Civil Engineering Group

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 *the Macky people*
Signature of vendor doing business with the governmental entity

05-29-26

Date



Form 3 – Texas Ethics Commission Certificate of Interested Parties (Form 1295)

Purpose

This form serves as an acknowledgment of the statutory requirement for certain vendors to file a Certificate of Interested Parties (Form 1295) with the Texas Ethics Commission (TEC) before a contract can be executed with the City of Brownsville.

The requirement applies to any contract that:

- Must be approved by the City Commission or executed by a City official before becoming effective, or
- Otherwise meets the criteria established by the Texas Ethics Commission under Texas Government Code §2252.908 and 1 Texas Administrative Code Chapter 46.

Respondent Acknowledgment

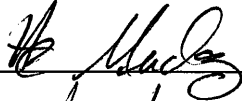
By signing below, the Respondent certifies and acknowledges the following:

1. The Respondent has reviewed the requirements of Texas Government Code §2252.908 and 1 TAC Chapter 46.
2. When applicable, the Respondent shall complete and file Form 1295 electronically at <https://www.ethics.state.tx.us/filinginfo/1295/> to obtain a Certificate Number issued by the TEC.
3. The Respondent shall print and provide a PDF copy to the City of Brownsville Procurement Department **after** notice of intent to award but prior to contract execution.
4. The Respondent understands that the City may not execute a contract until a completed and verified Form 1295 is received.
5. The Respondent acknowledges that the Certificate of Interested Parties will be made publicly accessible on the TEC's website in accordance with state law.

Certification

By signing below, the undersigned Respondent certifies that they have read and understood the requirements of Texas Government Code §2252.908 and 1 TAC Chapter 46 and that a completed Form 1295 will be filed and provided to the City prior to contract execution, if applicable.

The Respondent further understands that the Form 1295 itself must be signed in accordance with TEC requirements.

Signature: 

Printed Name: Vicente Mendez

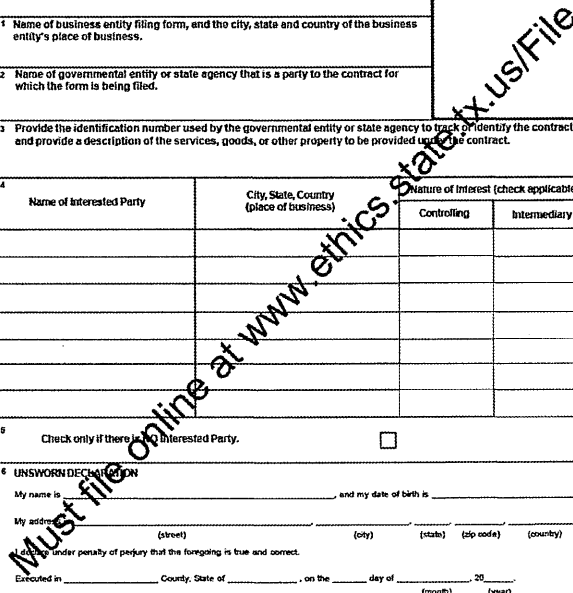
Title: Principal Engineer

Date: 7-13-26

Company Name: Ambiotec Civil Engineering Group, Inc.

Phone: 950-548-9333

Email: vmendez@ambiotec.com

CERTIFICATE OF INTERESTED PARTIES		FORM 1295				
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY				
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.						
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.						
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.						
4	Name of Interested Party			City, State, Country (place of business)	Signature of Interest (check applicable)	
					Controlling	Intermediary
5 Check only if there is no Interested Party. ☐						
6 UNSWORN DECLARATION						
My name is _____, and my date of birth is _____						
My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)						
I declare under penalty of perjury that the foregoing is true and correct.						
Executed in _____ County, State of _____, on the _____ day of _____, 20____ (month) (year)						
_____ Signature of authorized agent of contracting business entity (Declarant)						
ADD ADDITIONAL PAGES AS NECESSARY						

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Ambiotec Engineering Group
Brownsville, TX United States

Certificate Number:
2026-1488467

Date Filed:
07/13/2026

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Brownsville

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

#QES-142-1124
Professional Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.**6 UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Ambiotec Engineering Group
Brownsville, TX United States

Certificate Number:
2026-1488467

Date Filed:
07/13/2026

Date Acknowledged:
07/14/2026

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Brownsville

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

#QES-142-1124
Professional Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.**6 UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

Ambiotec

Civil Engineering Group, Inc.

5420 Paredes Line Rd.

Brownsville, TX 78526

Phone: (956) 548-9333 FAX: (956) 548-9399

TBPE Firm No. F – 4126

TBPLS Reg. No. 10005300

July 10, 2026

City of Brownsville Engineering Department.
404 E. Washington St.
Brownsville, TX 78520

Re: Proposal for Civil Design for reconstruction of Tradition Circle, and Achievement Drive.
Proposal No. 6391.0726

Ambiotec is pleased to submit this proposal for civil engineering and related services for the proposed reconstruction of Tradition Circle, and Achievement Drive located in Brownsville, Texas. This proposal outlines our understanding of the project, scope of services, and associated professional fees.

Based on the preliminary information available, the project consists of the reconstruction of Tradition Circle and Achievement Drive in Brownsville, Texas. The primary objective of the project is to improve roadway surface drainage by correcting existing roadway elevations and enhancing stormwater runoff conveyance. This scope includes the civil engineering design services necessary to prepare construction plans for the proposed improvements in accordance with applicable local requirements.

Construction drawings will be signed and sealed by a Professional Engineer Registered in the State of Texas.

Ambiotec will provide the following civil engineering services:

1. Topographical Survey
2. Demolition Plan
3. Grading Plan
4. Utility Plan
5. Engineer's Opinion of Probable Cost Estimate
6. Construction Engineering Specifications
7. Project Management

The Engineer's Opinion of Probable Construction Cost used to establish the engineering fee for this project is a preliminary estimate prepared for budgeting and proposal purposes. The estimate is based on the anticipated scope of work, current construction cost information, and the Engineer's professional judgment. Actual construction costs may vary based on the final design, bidding conditions, and site conditions.

Based on the Engineer's Opinion of Probable Construction Cost, the estimated total construction cost for the proposed improvements is \$1,090,115. This estimate is intended solely for budgeting and fee determination purposes and may be refined as the project design progresses.

Based on the Engineer's Opinion of Probable Construction Cost of \$1,090,115., the proposed fee for civil engineering services is \$81,758, calculated at 7.5% of the estimated construction cost. Surveying services are not included in this fee and will be provided as a separate line item, as outlined below:

1. Design	\$61,320.
2. Bidding Phase	\$8,175.
3. Construction Management	\$8,175.
4. As-builts	\$4,088.
5. Surveying	\$27,000.
	Total: \$108,758.

Items not mentioned above and requested by the owner or reviewing entity are not part of our scope and will be deemed as additional services for which we can provide a proposal to assist you with such items.

This proposal includes revisions as required to address typical review comments during the normal review and approval process. Significant design changes or revisions resulting from changes in project scope or owner-directed modifications after initial design approval may require additional services.

Ambiotec anticipates to complete set of construction drawings within three months of receiving authorization. We will invoice every 30 days for work performed during that month. Invoices are due upon receipt.

If you are in agreement with our services, please sign this proposal and return a copy for our files. If you have any questions, feel free to call me at (956) 548-9333.

Sincerely,



Vicente Mendez, P.E., R.P.L.S.
Principal Engineer.

City of Brownsville.



To: Mayor and City Commission
Through: Alan Guard, Interim City Manager
From: Carlos Lastra, City Engineer
Date: Tuesday, August 4, 2026
Agenda #: Consideration and **ACTION** on **Resolution Number 2026-113** authorizing the execution of an agreement between the City of Brownsville and the Texas Department of Transportation for the Installation and Reimbursement for the Operation and Maintenance of Traffic Signals within a Municipality. (Engineering and Public Works Department).

Summary:

The Engineering and Public Works Department recommends authorizing the execution of a Resolution for the Installation and Reimbursement for the Operation and Maintenance of Traffic Signals Within a Municipality.

Project Scope and Analysis:

The execution of a resolution will support the agreement between the City of Brownsville and the Texas Department of Transportation. The initial agreement was for a four- (4) year term, effective October 3, 1968, and has been renewed since then for the safety of citizens.

Funding:

Source: N/A

Amount: N/A

Local Contribution if Applicable:

Recommendation:

The Engineering and Public Works Department recommends authorizing the execution of a Resolution for the Agreement for the Installation and Reimbursement for the Operation and

Maintenance of Traffic Signals Within a Municipality with the Texas Department of Transportation, be approved.

Commission Pillar:

Infrastructure

Attachments:

1. 6497-13-001 - Agreement for the Installation and Reimbursment fo_11475_1 (1)
2. Resolution Number 2026 -113 Traffic Signal Maintenance Agreement

STATE OF TEXAS §
COUNTY OF TRAVIS §

**AGREEMENT FOR THE
INSTALLATION AND REIMBURSEMENT FOR THE
OPERATION AND MAINTENANCE OF TRAFFIC
SIGNALS WITHIN A MUNICIPALITY**

THIS AGREEMENT is made by and through the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of Brownsville, TX, hereinafter call the "City," acting by and through its duly authorized officers, as evidenced by Resolution/Ordinance No. _____, executed on _____, hereinafter acknowledged by reference.

W I T N E S S E T H

WHEREAS, by virtue of a Municipal Maintenance Agreement entered into by the City and the State on the _____ day of _____, 20_____, the State has been authorized to maintain certain highway routes within the City; and

WHEREAS, from time to time the City requests the State to install traffic signals on certain highways within the City; and

WHEREAS, the State under the provisions of Title 43, Texas Administrative Code, Section 25.5 has authority to install, operate and maintain traffic signals on freeway type highways in all cities and on other highway routes in cities of less than 50,000 population (latest Federal Census); and

WHEREAS, the City requests the State to assume the installation, operation, and maintenance responsibilities of the signalized intersections as shown in EXHIBIT 1, attached hereto and made a part of this Agreement; and

WHEREAS, the City agrees to maintain and operate the signalized intersections with the State reimbursing the City for all maintenance and operations costs at a flat rate per location as shown on Exhibit 3.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

Article 1. CONTRACT PERIOD

- A. This Agreement becomes effective when fully executed by the City and the State and shall remain in force for a period on one year from the date of final execution by the State and shall be automatically renewed annually for a one year period, unless modified by mutual agreement of

Traffic TEA6
Supplemental - Cost –
Traffic Signal - Type R

Rev. 02/21/2019

both parties, or terminated as hereinafter provided.

Article 2. CONSTRUCTION RESPONSIBILITIES

- A. The State shall prepare or cause to be prepared the plans and specifications, advertise for bids, let the construction contract, or otherwise provide for the construction of new traffic signals and/or reconstruction of existing traffic signals (including, at the State's option, any special auxiliary equipment, interconnect and/or communication material, and equipment), and will supervise construction, reconstruction, or betterment work as required by said plans and specifications. As a project is developed to construction stage, either as a unit or in increments, the State will submit plans and specifications of the proposed work to the City and will secure the City's consent to construct the traffic signal prior to awarding the contract; said City consent to be signified by the signatures of duly authorized City officers in the spaces provided on the title sheet of the plans containing the following notion: "Attachment No. _____ to "Agreement for the Installation and Reimbursement for the Operation and Maintenance of Traffic Signals Within a Municipality," dated _____. The City-State construction, maintenance, and operation responsibilities shall be as heretofore agreed to, accepted, and specified in the Agreement to which these plans are made a part."
- B. All costs of construction and/or reconstruction of new and existing traffic signals will be borne by the State, and the traffic signal system will remain the property of the State.

Article 3. MAINTENANCE, OPERATION, AND POWER RESPONSIBILITIES

- A. The State shall be responsible for all electrical power costs for the operation of the traffic signals covered by this Agreement and shown on Exhibit 1. Power costs shall be billed as specified in Exhibit 2, 'Traffic Signal Maintenance and Operations Provisions.'
- B. The City will provide a trained staff to maintain and operate the traffic signals shown on Exhibit 1, and the State will reimburse the City at the flat rate shown in Exhibit 3 for parts and labor. All repairs shall be prioritized based on public safety and made as soon as possible.
- C. The City shall maintain and operate the traffic signals in accordance with the minimum requirements specified in Exhibit 2.
- D. The City shall maintain at least one log of all emergency calls and all routine maintenance.
- E. Routine maintenance will be performed by the City as specified in Exhibit 2.

Article 4. COMPENSATION

- A. The maximum amount payable under this Agreement 45,240.00 per year.

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- B. Calculations for the above lump sum amount shall be shown in Exhibit 3, attached hereto and made a part of this Agreement for maintaining and operating the traffic signal installations covered under this Agreement.
- C. The addition or deletion of traffic signals shall be made by supplemental agreement.

Article 5. PAYMENT

- A. The State agrees to reimburse the City at the flat rate shown in Exhibit 3 for maintenance and operations costs for the traffic signals described in Exhibit 1. The City shall submit to the State Form 2557, "Billing Worksheet," or an invoice statement acceptable to the State on a (monthly/quarterly/annual) basis. An original Form 2557 or acceptable invoice and four copies shall be submitted to the following address:

600 W Interstate 2; Pharr, TX 78577

- B. The City shall maintain a system of records necessary to support and establish the eligibility of all claims for payment under the terms of this Agreement. These records may be reviewed at any time to substantiate the payment by the State and/or determine the need for an adjustment in the amount paid by the State.
- C. The State shall make payment to the City within 30 days from receipt of the City's request for payment, provided that the request is properly prepared.
- D. Knockdowns or damage resulting from an accident or an act of God and which require emergency replacement of major equipment shall not be included in the (monthly/quarterly/ annual) payments. For eligibility of payment for emergency replacement of major equipment, actual cost shall be submitted to the State for review and determination of reimbursement eligibility.
- E. Payment for the addition or deletion of traffic signal installation shall be made by supplemental agreement.

Article 6. INDEMNIFICATION

The City acknowledges that it is not an agent, servant or employee of the State and, thus, is responsible for its own acts and deeds and for those of its agents or employees during the performance of the work defined in this agreement.

Article 7. TERMINATION

- A. This Agreement may be terminated by any of the following conditions:
 - (1) By mutual agreement and consent of both parties.
 - (2) By the State upon thirty (30) days written notice to the City for failure of the City to provide adequate maintenance and operation

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services for those traffic signal installations which the City has agreed to maintain and operate.

- (3) By the State upon sixty (60) days written notice to the City that the State will assume operation and maintenance at the end of the one (1) year period of this contract.
- (4) By the City upon one hundred twenty (120) days written notice of the State.

B. In the event this Agreement is terminated by any of the above conditions, the maintenance and operation of the traffic signal systems shall become the responsibility of the State. Any State owned equipment being held by the City shall be promptly returned within 30 calendar days to the State upon termination of this Agreement.

Article 8. SUBLETTING

The City shall not sublet or transfer any portion of the work under this Agreement unless specifically approved in writing by the State. All subcontracts shall include the provisions required in this contract and shall be approved in writing by the State.

Article 9. AMENDMENTS

Changes in the character, costs, provisions, in the attached exhibits, responsibilities, or obligations authorized herein shall be enacted by written amendment. An amendment to this Agreement must be executed by both parties.

Article 10. SUCCESSORS AND ASSIGNS

The State and the City bind themselves, successors, assigns, and legal representatives to the other party to this Agreement and the successors, assigns, and legal representatives of such other party to all covenants and provisions provided herein. Furthermore, the City shall not assign, sublet, or transfer any interests in this Agreement without the written consent of the State.

Article 11. LEGAL CONSTRUCTION

In the case any one or more of the provisions contained in this Agreement 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 provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Article 12. STATE AUDITOR

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state

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auditor with access to any information the state auditor considers relevant to the investigation or audit.

Article 13. DOCUMENTS

At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 14. PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Each party is signing this agreement on the date stated next to that party's signature.

THE CITY OF Brownsville
Executed on behalf of the City by:

By: Alan Guard Date: 2026-07-09

Typed or Printed Name and Title: Alan Guard, City Manager

APPROVED
as to form and legality
By Criselda Ivon Rincon Flores at 6:25 pm, Jun 19, 2026

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____ Date: _____
District Engineer

EXHIBIT 2

TRAFFIC SIGNAL MAINTENANCE AND OPERATION PROVISIONS

The maintaining and operating city agrees to:

1. Unless specifically noted elsewhere in this agreement, the signal timing and operational phasing shall be the responsibility of the city.
2. Inspect the highway traffic signal system a minimum of once every 12 months and replace burned out lamps or damaged sockets as may be required. Police, citizen, or other reports of bumped out lamps or other damage, which could jeopardize safety, shall be repaired or replaced as soon as possible after the report, depending on the nature of the report. Otherwise, appropriate steps shall be taken to protect the public. The reflector and lens should be cleaned each time a lamp is replaced. All replacement lamps shall equal the wattage and type of the existing lamp.
3. Keep signal poles, controller pedestals, and foundations in alignment.
4. Keep signal poles and controller cabinets tight on their foundation(s) or pedestal(s).
5. Keep traffic and pedestrian signal heads aligned and properly adjusted. Repair back plates where needed.
6. Check the controllers, conflict monitors, detector units, relays, pedestrian push buttons, and detectors a minimum of once every 12 months to ascertain that they are functioning properly and make all necessary repairs and replacements.
7. Keep interior of controller cabinets in a neat and clean condition at all times.
8. Clean reflectors, lenses, and lamps a minimum of once every twelve months.
9. Repaint all corrosive susceptible highway traffic signal components exposed to weather with a non-lead based paint as needed in order to maintain a well kept appearance in the opinion of the Texas Department of Transportation's representative. Plastic signal heads and galvanized and aluminum components are excluded.
10. Group relamp and incandescent lamps of all highway traffic signal heads at the expiration of the average rated lamp life or replace the lamps on a burn out basis.
11. Repair or replace any and all equipment that malfunctions or is damaged.

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12. Provide alternate traffic control during a period of failure or when the controller must be repaired. This may be accomplished through installation of a spare controller, placing the intersection on flash, manually operating the controller, or manually directing traffic through the use of proper authorities. In addition, barricades and warning signs shall be provided in accordance with the requirements of the latest edition of the *Texas Manual on Uniform Traffic Control Devices*.
13. Provide maintenance personnel trained in the maintenance of traffic signal equipment who will be available to respond to emergency calls from authorized parties 24 hours a day, including Saturdays, Sundays, and holidays.
14. Provide the State and local law enforcement agencies the location and respective names and telephone numbers of individuals responsible for emergency maintenance.
15. Document routine observations during the year by trained City personnel of the traffic signal operation at each traffic signal during various times of the day to assure fair distribution of time and for all traffic movements (phases) during varying traffic conditions.
16. Check cabinet filter a minimum of once every six months and clean if necessary. Cabinet filter shall be replaced every two years.
17. Documental checks and corrective actions in a separate log book for each intersection.
18. In metropolitan cities where Intelligent Transportation Systems and/or incident management systems are being implemented the signal timing will be the responsibility of the City in cooperation with the Texas Department of Transportation.

Traffic accidents, inclement weather, special events, maintenance, and construction activities are a few of the causes of nonrecurrent congestion. Nonrecurrent congestion often changes the normal traffic demand patterns. Effective and efficient movement of traffic through the transportation network during periods of nonrecurrent congestion must be considered in the design and operation of all traffic management systems, including traffic signal systems. Priority should be given to freeway or expressway frontage roads when nonrecurrent congestion occurs on freeway or expressway main lanes.

Power costs shall be billed directly to the State.

CERTIFICATE *of* SIGNATURE

REF. NUMBER
MRJDW-4TKK3-ZCRYF-CDA8Z

DOCUMENT COMPLETED BY ALL PARTIES ON
09 JUL 2026 16:02:03
UTC

SIGNER

ALAN GUARD

EMAIL
ALAN.GUARD@BROWNSVILLETX.GOV

TIMESTAMP

SENT
09 JUL 2026 15:28:36

VIEWED
09 JUL 2026 16:01:21

SIGNED
09 JUL 2026 16:02:03

SIGNATURE

Alan Guard

IP ADDRESS
172.56.40.26

LOCATION
SAN ANTONIO, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
09 JUL 2026 16:01:21



RESOLUTION No. 2026-113

**A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE,
TEXAS, AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY
OF BROWNSVILLE AND THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE
INSTALLATION AND REIMBURSEMENT FOR THE OPERATION AND MAINTENANCE
OF TRAFFIC SIGNALS WITHIN A MUNICIPALITY.**

WHEREAS, from time to time, the City requests the State to install traffic signals on certain highways within the City; and

WHEREAS, the State under the provisions of Title 43, Texas Administrative Code, Section 25.5 has authority to install, operate, and maintain traffic signals on freeway type highways in all cities and on other highway routes in cities of less than 50,000 population (latest Federal Census); and

WHEREAS, the City requests the State to assume the installation, operation, and maintenance responsibilities of the signalized intersections as shown in EXHIBIT 1, attached hereto and made a part of this Agreement; and

WHEREAS, the City agrees to maintain and operate the signalized intersections with the State reimbursing the City for all maintenance and operation costs and a flat rate per location, as shown on Exhibit 3

WHEREAS, the Governing Body of the City of Brownsville desires to reaffirm its support of the Agreement, approve and authorize the execution of an Agreement for the Installation and Reimbursement for the Operation and Maintenance of Traffic Signals Within the City Limits.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Brownsville, Texas, THAT the Mayor is authorized to enter into an Agreement between the City of Brownsville and the Texas Department of Transportation for the Installation and Reimbursement for the Operation and Maintenance of Traffic Signals Within the City Limits.

PASSED AND APPROVED this 4th day of August 2026.

City of Brownsville, Texas

John Cowen
Mayor

ATTEST:

Mayra A. Rios, TRMC
City Secretary



To: Mayor and City Commission
Through: Alan Guard, Interim City Manager
From: Will Trevino, City Attorney
Date: Tuesday, August 4, 2026
Agenda #: Consideration and **APPROVAL** on **SECOND** and **FINAL READING** of **Ordinance Number 2026-1811** accepting and approving an update to the Paseo De La Resaca Lighting and Landscaping Maintenance Public Improvement District (PID) Operations and Maintenance Service and Assessment Plan; accepting and approving the updated assessment roll for the PID; making a finding of special benefit to property within the PID; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments levied against the PID assessed property; providing penalties and interest on delinquent Assessments; in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Paseo PID Board)

Summary:

The Paso PID Board met and recommended reducing the PID assessment levy from \$0.15 to \$0.10 per \$100 of valuation. A public hearing is required as well as adoption of the levy by ordinance.

The City Commission approved the first reading at its public hearing held on July 21, 2026.

Project Scope and Analysis:

Funding:

Source: Not Applicable

Amount:

Local Contribution if Applicable:

Recommendation:

Staff recommends reviewing the SAP update and adopting an assessment level.

Commission Pillar:

Economic Development, Planning & Zoning, Infrastructure, Public Safety, Quality of Life & Vibrancy, Governance

Attachments:

1. O&M Assess_Levy Ordinance & Update SAP v2 08.04.2026
2. 2026-08-04_Paseo SAP v1

**CITY OF BROWNSVILLE, TEXAS
ORDINANCE NO. 2026-1811**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, RELATED TO THE PASEO DE LA RESACA LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT, A PUBLIC IMPROVEMENT DISTRICT; APPROVING AN UPDATED PASEO DE LA RESACA LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT, A PUBLIC IMPROVEMENT DISTRICT OPERATIONS AND MAINTENANCE SERVICE AND ASSESSMENT PLAN RELATED TO THE COSTS OF CERTAIN SUPPLEMENTAL SERVICES WITHIN THE DISTRICT; LEVYING ASSESSMENTS AGAINST THE ASSESSED PROPERTY TO PAY FOR THE COSTS OF CERTAIN SUPPLEMENTAL SERVICES WITHIN THE DISTRICT; PROVIDING FOR THE COLLECTION OF ASSESSMENTS; CREATING A CHARGE AND LIEN AGAINST THE ASSESSED PROPERTY; PROVIDING FOR PENALTIES FOR DELINQUENT ASSESSMENTS; CREATING A DISTRICT PROJECT FUND; MAKING LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Brownsville, Texas (the “City”), is authorized under Chapter 372 of the Texas Local Government Code, as amended (the “Act”), to create a public improvement district within the corporate limits and the extraterritorial jurisdiction of the City (“the ETJ”); and

WHEREAS, the Paseo De La Resaca Landscaping and Lighting Maintenance District (the “District”) was created in conformance with Chapter 372 of the Texas Local Government Code, and was adopted by Resolution on September 24, 1996, as amended by Resolution on November 17, 1998, Resolution Number 2001-087 on December 11, 2001, and amended again by Resolution Number 2025–035 on March 18, 2025; and

WHEREAS, the purpose of the District was to improve landscaping, lightning and establish or improve parks and/or park life facilities; and

WHEREAS, on July 7, 2026, the City Commission adopted Resolution No. 2026-103 authorizing and calling a public hearing to determine the adoption of an updated service and assessment plan and the levy of the assessment within the District; and

WHEREAS, Exhibit “A” includes a service plan, assessment plan, and an assessment roll as required by the Act; and

WHEREAS, the City, at its sole cost, will maintain the Supplemental Services with proceeds from operation and maintenance assessments (the “O&M Assessment”) levied against Assessed Property; and

WHEREAS, after mailing, publishing, and otherwise providing all notices of the Assessment Hearing as required by the Act, the City Commission began the public hearing on July 21, 2026, at the time and place and for the purposes set forth in the notices; and

WHEREAS, after all persons having an interest in the levy of O&M Assessment against the Assessed Property were given an opportunity to be heard in support of or in opposition to the O&M Assessment, the City Commission closed the Assessment Hearing on July 21, 2026; and

WHEREAS, the City Commission finds and determines that the Paseo De La Resaca Landscaping and Lighting Maintenance District's Updated Operations and Maintenance Service and Assessment Plan, in a form substantially similar to the attached **Exhibit A** (the "O&M SAP"), and which is incorporated herein for all purposes, should be approved and that the O&M Assessments should be levied as provided in this Ordinance and the Assessment Roll, attached as Exhibit D to the O&M SAP (the "Assessment Roll"); and

WHEREAS, after the closing of the Assessment Hearing, and after considering the information, materials, evidence and testimony offered to the City Commission prior to and at the Assessment Hearing, the City Commission has determined that it promotes the interest of the City to adopt and approve this Ordinance.

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

SECTION 1. The findings set forth above, together with the exhibits attached hereto, are incorporated into the body of this Ordinance as if fully set forth herein. Any capitalized terms used herein but not otherwise defined shall have the meanings set forth in the O&M SAP.

SECTION 2. The City Commission hereby accepts the O&M SAP in substantially the form attached hereto as **Exhibit A** and is incorporated as part of this Ordinance for all purposes. The O&M SAP shall be updated by the City Commission no less frequently than annually as required by the Act.

SECTION 3. Based on the O&M SAP, the City Commission hereby levies an O&M Assessment upon each Assessed Property in the amounts set forth on the Assessment Roll. The Assessments shall be \$0.10 per \$100.00 valuation of the properties within the District, as collected by the Cameron County Tax Assessor-Collector.

SECTION 4. Each O&M Assessment against an Assessed Property, together with Annual Collection Costs, and reasonable attorney's fees, if incurred, constitutes a lien against the Assessed Property and is the personal liability of and charge against the owner of the Assessed Property regardless of whether the owner is named in this Ordinance.

SECTION 5. The O&M Assessment lien created against each Assessed Property is effective from the date of this Ordinance and constitutes a covenants that shall run with the land. The special O&M Assessment lien may be enforced by the City, including foreclosure, in the same manner that an ad valorem tax lien is foreclosed. Any purchaser of an Assessed Property in foreclosure takes

subject to the lien against the Assessed Property created by the O&M Assessment.

SECTION 6. The O&M Assessments against each Assessed Property as set forth in the Assessment Roll are due and payable not later than January 31, 2027 and will be delinquent February 1, 2027. Delinquent O&M Assessments shall incur interest, penalties, and attorney's fees in the same manner as delinquent ad valorem taxes.

SECTION 7. The City shall cause the O&M Assessments to be billed and collected at the same time and in the same manner as the ad valorem taxes, and immediately deposit as follows:

7.1 The City hereby creates an "Operations and Maintenance Assessment Fund" to be held separate and apart from the other funds and accounts of the City. The Annual Installments collected each year from the levy of the O&M Assessments shall be deposited in the Operations and Maintenance Assessment Fund and shall be used in accordance with the provisions of the O&M SAP.

SECTION 8. Based on materials and information prepared by City staff and qualified professional consultants, on testimony provided throughout the process of creating the District and levying the O&M Assessments including, but not limited to, testimony offered at the Assessment Hearing, the City Commission, acting in its discretionary, legislative capacity hereby finds and determines:

8.1 That the Assessed Property is specially benefitted by the Supplemental Services in an amount that meets or exceeds the O&M Assessments.

8.2 The O&M Assessments (i) are just and equitable; (ii) produces substantial equality, considering benefits received and the burdens imposed; (iii) results in equal shares of the cost of the services on property similarly benefitted; and (iv) is authorized by and has been levied in accordance with the Act, state law, and ordinances of the City.

8.3 That the O&M Assessments against the Assessed Property are in amounts required to pay the costs of the Supplemental Services.

SECTION 9. The City Commission may make supplemental assessments to correct omissions or mistakes related to the cost of the Supplemental Services and O&M Assessments if the City Commission determines that any O&M Assessment is excessive, in accordance with the provisions of the Act. The City Commission may also adjust the O&M Assessments downward following each annual update to the O&M SAP.

SECTION 10. The Cameron County Tax Assessor and Collector is hereby appointed and designated as the collector of the O&M Assessments and Annual Collection Costs.

SECTION 11. The City Secretary is directed to cause a copy of this Ordinance, including the O&M SAP and the Assessment Roll, to be recorded in the real property records of Cameron County, Texas, not later than the seventh day after the date the City Commission adopts this Ordinance approving the O&M SAP. The City Secretary is further directed to similarly file each Annual Service Plan Update approved by the City Commission, with each such filing to occur within seven days of

the date each respective Annual Service Plan Update is approved.

SECTION 12. This Ordinance incorporates, by reference, all provisions of the Act. In the event of any conflict between this Ordinance and the Act, the Act shall control. To the extent not inconsistent with this Ordinance, and not inconsistent with the Act or the other laws governing public improvement districts, the provisions of the Texas Tax Code shall be applicable to the imposition and collection of the O&M Assessments by the City.

SECTION 13. If any section, article, paragraph, sentence, clause, phrase or word of this Ordinance, or application thereto any persons or circumstances, is held invalid by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and the City Commission hereby declares it would have passed such remaining portions of this Ordinance despite such invalid portions, which remaining portions shall remain in full force and effect.

SECTION 14. This Ordinance shall become effective from and after its date of passage and approval by the City Commission.

INTRODUCED and PASSED at a PUBLIC HEARING and FIRST READING
on the 21st day of July, 2026.

APPROVED AND PASSED at a PUBLIC HEARING and on the SECOND and FINAL READING on this the 4th day of August, 2026.

John Cowen, Jr.
Mayor

**APPROVED AS TO FORM
AND LEGALITY:**

ATTEST:

Mayra Rios, TRMC
City Secretary

Guillermo (Will) S. Trevino
City Attorney

Exhibit A

**Paseo De La Resaca Landscaping and Lighting Maintenance District
Operations and Maintenance Service and Assessment Plan**

[Remainder of page intentionally left blank.]

Paseo De La Resaca Landscaping and Lighting Maintenance District

OPERATIONS AND MAINTENANCE SERVICE AND ASSESSMENT
PLAN

AUGUST 4, 2026

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INTRODUCTION

Capitalized terms used in this 2026 O&M Service and Assessment Plan shall have the meanings given to them in **Section I** unless otherwise defined in this 2026 O&M Service and Assessment Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a “Section,” an “Exhibit,” or an “Appendix” shall be a reference to a Section of this 2026 O&M Service and Assessment Plan or an Exhibit attached to and made a part of this 2026 O&M Service and Assessment Plan for all purposes.

The District was created in conformance with Chapter 372 of the Texas Local Government Code, and was adopted by Resolution on September 24, 1996, as amended by Resolution on November 17, 1998, Resolution Number 2001-087 on December 11, 2001, and amended again by Resolution Number 2025-035 on March 18, 2025 (collectively, the “Resolution”), which authorization was effective as of the date of the adoption of the Resolution as required by the PID Act. The purpose of the District is to finance the actual costs of the Supplemental Services that confer a special benefit on approximately 895.717 acres located within the corporate limits of the City, as described on **Exhibit F** and depicted on **Exhibit A**.

This 2026 O&M Service and Assessment Plan serves for the purposes of (1) identifying the Operation and Maintenance Costs to be provided by the District; (2) identifying the costs of the Supplemental Services; (3) identifying the indebtedness to be incurred for the Supplemental Services, and the manner of assessing all of the Assessed Property for the costs of the Supplemental Services; (4) levying the O&M Assessments for the Assessed Property; and (5) approving the Assessment Roll for the District.

The PID Act requires a Service Plan must (i) cover a period of at least five years; (ii) define the annual indebtedness and projected cost of the Supplemental Services; and (iii) include a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended. The Service Plan is contained in Section IV and the notice form is attached as **Appendix B**.

The PID Act requires that the Service Plan include an Assessment Plan that assesses the Supplemental Services against the Assessed Property based on the special benefits conferred on such property by the Supplemental Services. The Assessment Plan is contained in **Section V**.

The PID Act requires an Assessment Roll that states the O&M Assessment against each Parcel of Assessed Property determined by the method chosen by the City Commission. The O&M Assessment against each Parcel of Assessed Property must be sufficient to pay the share of the Supplemental Services apportioned to such Parcel and cannot exceed the special benefit conferred on the Parcel by such Supplemental Services. The Assessment Roll is included as **Exhibit D**.

SECTION I: DEFINITIONS

“2026 O&M Assessment Ordinance” means an O&M Assessment Ordinance adopted by the City Commission in accordance with the PID Act that approved this 2026 O&M Service and Assessment Plan and levied the O&M Assessments.

“2026 O&M Service and Assessment Plan” means this Paseo De La Resaca Landscaping and Lighting Maintenance District Operations and Maintenance Service and Assessment Plan as updated, amended, and supplemented from time to time.

“Administrator” means the City or independent firm designated by the City who shall have the responsibilities provided in this 2026 O&M Service and Assessment Plan, or any other agreement or document approved by the City related to the duties and responsibilities of the administration of the District. For purposes of assessment collection, the Cameron County Tax Collector-Accessor has an interlocal agreement in place with the City to collect and levy the assessments within the PID District.

“Annual Collection Costs” mean the actual or budgeted costs and expenses related to the operation of the District, including, but not limited to, costs and expenses for: (1) the Administrator; (2) City staff; (3) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (4) preparation of updates to this 2026 O&M Service and Assessment Plan including the Assessment Roll; (5) the collection and application of the O&M Assessment and Annual Installments, (6) the use of the foregoing to pay the Annual Installments; and (7) the maintenance of books and records.

“Annual Installment” means the annual installment payment of the O&M Assessment as calculated by the Administrator and approved by the City Commission, plus Annual Collection Costs.

“Assessed Property” means any Parcel within the District other than Non-Benefited Property against which an O&M Assessment is levied.

“Assessment Plan” means the methodology employed to assess the cost of the Supplemental Services against the Assessed Property within the District based on the special benefits conferred on such property by the Supplemental Services, more specifically described in **Section V**.

“Assessment Roll” means any assessment roll for the Assessed Property within the District, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any O&M A&R Service and Assessment Plan.

“City” means the City of Brownsville, Texas.

“City Commission” means the governing body of the City.

“County” means Cameron County, Texas.

“Delinquent Collection Costs” mean costs related to the collection of delinquent O&M Assessment, delinquent Annual Installments, or any other delinquent amounts due under this 2026 O&M Service and Assessment Plan including penalties and reasonable attorney’s fees actually paid but excluding amounts representing interest and penalty interest.

“Developer” means Paseo de la Resaca II, Inc., a Texas corporation, and any successors or assigns thereof that intends to develop the property in the District for the ultimate purpose of transferring title to end users.

“District” means the Paseo De La Resaca Landscaping and Lighting Maintenance District containing approximately 895.717 acres located within the corporate limits of the City, as more specifically described in **Exhibit F** and depicted on **Exhibit A**.

“HOA” means a property owner’s association or other entity established for the property located within the boundaries of the District.

“Improvement Area” means that area located within the District, the boundaries of which as more specifically identified by the Improvement Area Final Plat depicted on **Exhibit G** and lots listed in the Assessment Roll on **Exhibit D**.

“Improvement Area Assessed Property” means any Parcel within the Improvement Area against which an O&M Assessment is levied.

“Improvement Area Final Plat” means the final plat approved by the City and recorded in the official public records of the County and depicted on **Exhibit G**.

“Land Use” means the classification of certain property within the District based on zoning, platting, or actual use, designating such property for either residential or commercial purposes.

“Land Use Commercial” means a Land Use classification of Assessed Property that is intended or used primarily for non-residential purposes, including but not limited to retail, office, or other business or commercial activities, and which the allocation of the O&M Assessment to all Land Use Commercial shall be calculated using the same formula for other Assessed Property within the District at the rate of ten cents (\$0.10) per one hundred dollar (\$100) valuation. The assessment would be \$100 per year for a \$100,000 home and \$1,000 per year for a \$1,000,000 commercial property.

“Land Use Residential” means a Land Use classification of Assessed Property that is intended or used primarily for residential purposes, including single-family homes and multi-family residential, and for which the allocation of the O&M Assessment to all Land Use Residential shall

be calculated using the same formula for other Assessed Property within the District at the rate of ten cents (\$0.10) per one hundred dollar (\$100) valuation. The assessment would be \$100 per year for a \$100,000 home and \$1,000 per year for a \$1,000,000 commercial property.

“Lot” or “Lots” means for any portion of the District for which a final subdivision plat has been recorded in the plat or official public records of the County, a tract of land described by “lot” in such final and recorded subdivision plat.

“Lot Type” means a classification of final building Lots with similar characteristics (e.g. commercial, townhome, multi-family, single family residential, etc.), as determined by the Administrator, based on information provided by the Developer, and confirmed by the City Commission.

“Lot Type Commercial” means a Lot Type within Land Use Commercial that is designated or intended for commercial use, and the allocation of the O&M Assessment to each Lot Type Commercial shall be calculated using the same formula for other Assessed Property within the District within Land Use Commercial.

“Lot Type Residential” means a Lot Type within Land Use Residential that is designated or intended for residential use, and which allocation of the O&M Assessment to each Lot Type Residential shall be calculated using the same formula for other Assessed Property within the District within Land Use Residential.

“Non-Benefited Property” means Parcels within the boundaries of the District that accrue no special benefit from the Supplemental Services as determined by the City Commission.

“O&M A&R Service and Assessment Plan” means an amended and restated service and assessment plan that serves to replace in its entirety the 2026 O&M Service and Assessment Plan, or any previously approved O&M A&R Service and Assessment Plans, prepared no less frequently than annually by the Administrator and approved by the City Commission.

“O&M Assessment” means an assessment levied annually against a Parcel of Assessed Property within the District and imposed pursuant to an O&M Assessment Ordinance to fund the Operation and Maintenance Costs of the Supplemental Services, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

“O&M Assessment Ordinance” means an ordinance adopted by the City Commission in accordance with the PID Act that levies the O&M Assessment.

“O&M Budget” means the report provided by the City or PID Board that describes the Operation and Maintenance Costs, including their costs and location, and is attached hereto as **Appendix A**.

“Operation and Maintenance Costs” means the costs to fund the Supplemental Services which include the annual costs to operate and maintain the Public Improvements that benefit the District based on a budget prepared annually by the City, or the PID Board, and provided to the Administrator.

“Parcel” or “Parcels” means a specific property within the District identified by either a tax map identification number assigned by the Cameron Appraisal District for real property tax purposes, by metes and bounds description, or by lot and block number in a final subdivision plat recorded in the official public records of the County, or by any other means determined by the City.

“Paseo Board” or “PID Board” means the individuals appointed by the City Commission to serve on the Paseo De La Resaca Landscaping and Lighting Maintenance District.

“PID Act” means Chapter 372, Texas Local Government Code, as amended.

“Public Improvements” means certain public improvements that confer a special benefit on all the Assessed Property within the District, as further described in **Section III** and depicted on **Exhibit E**.

“Public Property” means property within the boundaries of the District that is owned by or irrevocably offered for dedication to the federal government, the State of Texas, Cameron County, the City, a school district or any other public agency, whether in fee simple or through an exclusive use easement.

“Service Plan” covers a period of at least five years and defines the annual indebtedness and projected Supplemental Services more specifically described in **Section IV**.

“Supplemental Services” means improvements and services authorized by Section 372.003 of the PID Act, as listed in **Section III**.

SECTION II: THE DISTRICT

The District includes approximately 895.717, more or less, of contiguous acres located within the corporate limits of the City, as more particularly described by the legal description on **Exhibit F** and depicted on **Exhibit A**. Development of the District has been ongoing since its creation.

Improvement Area includes approximately 128 acres of public park, including marinas and special amenities, 4.1 miles of resacas, 8 miles of hike and bike trails, 32 million cubic feet of excavation for Resaca Calmada, which is 9 feet deep maximum, 300 acre feet of water storage, additional 300 acre feet of storm water capacity, including major amenities such as the Brownsville Events Center, Brownsville Tennis Center, Margaret Clark Aquatic Center, and Hudson and Paredes Elementary School playgrounds, located within the City. The legal descriptions for each lot identified in the Assessment Roll shown on **Exhibit D** and depicted on the Improvement Area Final Plat on **Exhibit G**.

SECTION III: SUPPLEMENTAL SERVICES

The City Commission established the District to fund the Operation and Maintenance Costs of the Supplemental Services within the District. The Supplemental Services of the District include:

- *Public Improvements Operation and Maintenance*

Costs include operations and maintenance of certain Public Improvements within the District, including: (1) water; (2) storm sewer; (3) rights-of-way maintenance; (4) open space; (5) trails; (6) irrigation and landscaping; (7) parks; (8) streetscape; (9) security contract services; (10) cost of administration and operation of the District related to the provisions of Supplemental Services; and (11) use of assessment funds for matching public and private grants to improve and maintain the park like facilities of the District. The operation and maintenance will provide benefits to all Parcels within the District.

In addition to the Operation and Maintenance Costs, the Supplemental Services shall also include the Annual Collection Costs for the District.

SECTION IV: SERVICE PLAN

The PID Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the annual indebtedness and projected costs of the Supplemental Services of the District during the five-year period. The Service Plan is also required to include a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended. The Service Plan must be reviewed and updated in each O&M A&R Service and Assessment Plan. **Exhibit C**

summarizes the Service Plan for the District. Per the PID Act and Section 5.014 of the Texas Property Code, as amended, this 2026 O&M Service and Assessment Plan, and any future O&M A&R Service and Assessment Plans, shall include a form of the buyer disclosures for the District. The notice form required by Section 5.014 of the Texas Property Code is attached hereto as **Appendix B.**

SECTION V: ASSESSMENT PLAN

The PID Act allows the City Commission to allocate the Operation and Maintenance Costs of the Supplemental Services of the District to the Assessed Property based on the special benefit received from the provision of the operations and maintenance. The PID Act provides that such costs may be apportioned in any manner approved by the City Commission that results in imposing equal shares of such costs on property similarly benefitted.

This section of this O&M Service and Assessment Plan describes the special benefit received by each Assessed Property within the District as a result of the Supplemental Services and provides the basis and justification for the determination that this special benefit equals or exceeds the amount of the O&M Assessments levied on the Assessed Property for such Supplemental Services. In no event will the O&M Assessment exceed the City's actual costs of the Operation and Maintenance Costs for the Supplemental Services.

The O&M Assessment shall be subject to penalties and procedures for the Annual Installments as authorized by the PID Act. All Public Improvements of the Operation and Maintenance Costs were designed and constructed in accordance with City standards and specifications. The Public Improvements, of which the Operation and Maintenance Costs will be financed and maintained through the District, will be or have been dedicated to and owned by the City through a separate instrument, while the PID Board, using the O&M Assessments, shall be responsible for the ongoing maintenance of the Public Improvements. The City's portion of the Operation and Maintenance Costs will be funded by the collection of O&M Assessments annually levied on the Assessed Property.

A. Assessment Methodology

- The City or PID Board will prepare, or cause to be prepared, and provide the Administrator a budget for the Operation and Maintenance Costs of the Supplemental Services.
- Annually, the costs of the Supplemental Services shall be allocated in aggregate 100% to each Parcel of Assessed Property based on the methodology contained herein. The costs of the Supplemental Services shall be allocated equally among the Assessed Property at the rate of \$0.10 for every \$100 dollar valuation of the Assessed Property.

- The District will receive special benefit equal to or greater than the O&M Assessment as a result of the Operation and Maintenance Costs of the Supplemental Services.

B. Assessments

The O&M Assessment will be levied on the Assessed Property at the rate of \$0.10 per \$100 of valuation, as shown on the Assessment Roll attached hereto as **Exhibit D**. The O&M Assessment will be levied annually on each Parcel of Assessed Property pursuant to the methodology defined in **Section V**.

For the purposes of clarity, the assessment at the rate of \$0.10 per \$100 of valuation would be \$100 per year for a \$100,000 home and \$1,000 per year for a \$1,000,000 commercial property.

C. Finding of Special Benefit

Acting in its legislative capacity and based on information provided by the PID Board and reviewed by the City staff, the City Commission has found and determined:

- The costs of the Supplemental Services equal \$772,622 at the time of the adoption of the 2026 O&M Assessment Ordinance by the City Commission, as shown on **Exhibit B**; and
- The Assessed Property receives special benefit from the Supplemental Services equal to or greater than the costs of the Supplemental Services; and
- The O&M Assessment will be an amount that results in an amount not to exceed the costs of the Supplemental Services. The Assessed Property will be allocated 100% of the O&M Assessment levied for the Supplemental Services, which equals \$520,765 as shown on the Assessment Roll attached hereto as **Exhibit D**; and
- The special benefit (\$772,622) received by the Assessed Property from the Supplemental Services is equal to or greater than the amount of the O&M Assessment (\$520,765) levied on the Assessed Property for the Supplemental Services.

Open space, including Public Property, easements that create an exclusive use for a public utility provider, and HOA-owned property, that is maintained or will be maintained by the HOA to the extent it may receive incidental services but accrue no special benefit from Supplemental Services, is designated as Non-Benefited Property. None of the Supplemental Services cost is apportioned to the Non-Benefited Property.

D. Annual Collection Costs

The Annual Collection Costs shall be paid for annually by the owner of each Parcel pro rata based on the ratio of the amount of the O&M Assessment levied annually on each Parcel to the total O&M Assessment. The Annual Collection Costs shall be collected as part of the Annual

Installments in the amounts shown on the Assessment Roll, which may be revised based on actual costs incurred in any O&M A&R Service and Assessment Plan. In the event of a conflict, the terms of the interlocal agreement entered into by the City and the Cameron County Tax Collector-Assessor shall control.

SECTION VI: TERMS OF THE ASSESSMENTS

A. Operations and Maintenance Assessments and Annual Installments.

The O&M Assessment and the Annual Installments thereof shall be calculated and collected each year in an amount sufficient to pay the Operation and Maintenance Costs.

B. Payment of O&M Assessment in Annual Installments

1. O&M Assessments are subject to adjustments in each O&M A&R Service and Assessment Plan based on the projected Operation and Maintenance Cost as directed by the City.
2. The Administrator shall prepare and submit to the City Commission for its review and approval a preliminary O&M A&R Service and Assessment Plan, including a preliminary Assessment Roll based on the budgeted Operation and Maintenance Costs.
3. The preliminary O&M A&R Service and Assessment Plan will be placed in the City Secretary's office for inspection, and the City Commission will consider a resolution to call a public hearing and will cause notices of the public hearings to be mailed to all property owners within the District and published in the newspaper of record in accordance with the PID Act.
4. The Administrator shall prepare and submit to the City Commission for its review and approval a final O&M A&R Service and Assessment Plan to allow for the billing and collection of Annual Installments. Each O&M A&R Service and Assessment Plan shall include an updated Assessment Roll, and updated calculations of Annual Installments. Annual Installments shall be mailed at the direction of the City and collected per instruction on the invoice. Annual Installments shall be subject to the penalties and procedures in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes for the City; the City Commission may provide for other means of collecting Annual Installments. O&M Assessment shall have the lien priority specified in the PID Act.
5. The District will receive special benefit equal to or greater than the O&M Assessment as a result of the Supplemental Services.

6. Each O&M Assessment and the Annual Installments thereof shall be delinquent, and may be subject to pay Delinquent Collection Costs, if not paid prior to February 1 of the year following the O&M A&R Service and Assessment Plan levying the O&M Assessment.

SECTION VII: ASSESSMENT ROLL

The list of current Lots within the District, the corresponding O&M Assessment, and total Annual Installment are shown on the Assessment Roll in **Exhibit D**. The Lots shown on the Assessment Rolls will receive the bills for the 2026 Annual Installments, which will be delinquent if not paid by January 31, 2027. The Administrator shall prepare and submit to the City Commission for review and approval, updates and proposed revisions to the Assessment Roll and Annual Installments as part of each O&M A&R Service and Assessment Plan.

SECTION VIII: ADDITIONAL PROVISIONS

A. Calculation Errors

If the owner of a Parcel claims that an error has been made in any calculation required by this 2026 O&M Service and Assessment Plan, including, but not limited to, any calculation made as part of any O&M A&R Service and Assessment Plan, the owner's sole and exclusive remedy shall be to submit a written notice of error to the City within 30 days of the mailing of a bill for the Annual Installment resulting from the O&M A&R Service and Assessment Plan; otherwise, the owner shall be deemed to have unconditionally approved the calculation. Upon receipt of a written notice of error from an owner, the City shall refer the notice to the Administrator who shall provide a written response to the City and the owner within 30 days of such referral. The City Commission shall consider the owner's notice of error and the Administrator's response, and within 30 days the City Commission shall make a final determination as to whether or not an error has been made. If the City Commission determines that an error has been made, the City Commission shall take such corrective action as is authorized by the PID Act, this 2026 O&M Service and Assessment Plan, the applicable O&M Assessment Ordinance levying the O&M Assessment, or as otherwise authorized by the discretionary power of the City Commission. The determination by the City Commission as to whether an error has been made, and any corrective action taken by the City Commission, shall be final and binding on the owner and the Administrator.

B. Amendments

Amendments to this 2026 O&M Service and Assessment Plan must be made by the City Commission in accordance with the PID Act. To the extent permitted by the PID Act, this 2026

O&M Service and Assessment Plan may be amended without notice to property owners of the Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify ambiguities; and (3) to provide procedures to collect the O&M Assessment, Annual Installments, and other charges imposed by this 2026 O&M Service and Assessment Plan.

C. Administration and Interpretation

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this 2026 O&M Service and Assessment Plan; (2) administer the District for and on behalf of and at the direction of the City Commission; and (3) interpret the provisions of this 2026 O&M Service and Assessment Plan. Interpretations of this 2026 O&M Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the City Commission by owners or developers adversely affected by the interpretation. Appeals shall be decided by the City Commission after holding a public hearing at which all interested parties have an opportunity to be heard. Decisions by the City Commission shall be final and binding on the property owners and developers and their successors and assigns.

D. Form of Buyer Disclosure/Filing Requirements

Per Section 5.014 of the Texas Property Code, as amended, this 2026 O&M Service and Assessment Plan, and any future O&M A&R Service and Assessment Plans, shall include a form of the buyer disclosures for the District. The buyer disclosure is attached hereto as **Appendix B**. Within seven days of approval by the City Commission, the City shall file and record in the real property records of the County the executed ordinance of this 2026 O&M Service and Assessment Plan, or any future O&M A&R Service and Assessment Plans. The executed ordinance, including any attachments, approving this 2026 O&M Service and Assessment Plan or any future O&M A&R Service and Assessment Plans shall be filed and recorded in their entirety.

E. Severability

If any provision of this 2026 O&M Service and Assessment Plan is determined by a governmental agency or court of competent jurisdiction to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions of this 2026 O&M Service and Assessment Plan.

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EXHIBITS

The following Exhibits are attached to and made a part of this 2026 O&M Service and Assessment Plan for all purposes:

Exhibit A	Map of the District
Exhibit B	Supplemental Services
Exhibit C	Service Plan
Exhibit D	Assessment Roll
Exhibit E	Maps of the Public Improvements
Exhibit F	District Legal Description
Exhibit G	Improvement Area Final Plat

APPENDICES

The following Appendices are attached to and made a part of this 2026 O&M Service and Assessment Plan for all purposes:

Appendix A	O&M Budget
Appendix B	Paseo De La Resaca Landscaping and Lighting Maintenance District Buyer Disclosure

EXHIBIT A – MAP OF THE DISTRICT



EXHIBIT B – SUPPLEMENTAL SERVICES

FY 2026 BUDGET

BEGINNING FUND BALANCE, UNRESTRICTED @ 10/01/2025	755,123
REVENUES	
Tax Year 2025 Assessments - Gross Collections	718,262
Interest & Penalty on Assessments	9,486
Interest Income on Deposits	49,062
Total Revenues	776,810
Operating Expenditures	
Depreciation Expense	501,790
Legal Services	15,684
Insurance	-
Consulting Services	14,400
Administrative	10,006
Grounds	26,430
Audit Fee	15,500
Security Patrol	27,250
CAD Assessments	11,784
Cameron County Tax Collection Fees	7,336
Total Operating Expenditures	630,180
COB - Parks Department Exp.	
Equipment/Trail Maint./ Repairs	10,137
Temporary Workforce	33,967
Total COB - Parks Department Exp.	44,104
Debt Service / Loans Exp.	
COB - \$1.5M Loan Repayment	98,338
Total Debt Service / Loans Exp.	98,338
Total Expenses	772,622
NET CHANGE IN NET ASSETS	4,188
Additional Accumulated Depreciation to Cap Assets	501,790
PROJECTED ENDING BALANCE	1,261,101

Footnotes:

[a] As provided by the Paseo PID Board. The budget will be updated annually in each O&M A&R Service and Assessment Plan.

EXHIBIT C – SERVICE PLAN

	FY2027	FY2028	FY2029	FY2030	FY2031
PROJECTED BEGINNING FUND BALANCE, UNRESTRICTED	1,261,000	667,759	1,045,520	1,434,615	1,835,382
REVENUES					
Tax Year 2026 Assessments - Gross Collections	504,100	519,223	534,800	550,844	567,369
Interest & Penalty on Assessments	6,805	7,010	7,220	7,436	7,659
Interest Income on Deposits	45,000	46,350	47,741	49,173	50,648
Total Revenues	555,905	572,583	589,760	607,453	625,676
Operating Expenditures					
Depreciation Expense	501,000	501,000	501,000	501,000	501,000
Legal Services	16,155	16,639	17,138	17,652	18,182
Insurance	-	-	-	-	-
Consulting Services	-	-	-	-	-
Administrative	15,000	15,450	15,914	16,391	16,883
Grounds	27,223	28,040	28,881	29,747	30,640
Audit Fee	15,965	16,444	16,937	17,445	17,969
Security Patrol	28,068	28,910	29,777	30,670	31,590
CAD Assessments	12,138	12,502	12,877	13,263	13,661
Cameron County Tax Collection Fees	5,109	5,262	5,420	5,583	5,750
Total Operating Expenditures	620,656	624,246	627,944	631,752	635,674
COB - Parks Department Exp.					
Equipment/Trail Maint./ Repairs	10,441	10,754	11,077	11,409	11,752
Temporary Workforce	29,049	29,920	30,818	31,743	32,695
Temporary Workforce	30,000	30,900	31,827	32,782	33,765
Total COB - Parks Department Exp.	69,490	71,575	73,722	75,934	78,212
Projects Expense					
Special Projects	-	-	-	-	-
Total Projects Expense	-	-	-	-	-
Debt Service / Loans Exp.					
COB - \$1.5M Loan Repayment	960,000	-	-	-	-
Total Debt Service / Loans Exp.	960,000	-	-	-	-
Total Expenses	1,650,147	695,821	701,666	707,686	713,886
NET CHANGE IN NET ASSETS	(1,094,241)	(123,238)	(111,906)	(100,233)	(88,210)
Additional Accumulated Depreciation to Cap Assets	501,000	501,000	501,000	501,000	501,000
PROJECTED ENDING BALANCE	667,759	1,045,520	1,434,615	1,835,382	2,248,172

Footnotes:

[a] The Annual Installments for years 2028 through 2031 are estimates and are subject to change as the PID Act requires the O&M Assessment and Annual Collection Costs to be calculated and levied each year by the City Commission.

[b] Values escalated at 3% annually.

EXHIBIT D – ASSESSMENT ROLL

CAMERON APPRAISAL DISTRICT



CERTIFICATION OF APPRAISAL ROLL TO ASSESSOR

2026

RE: SECTION §26.01 PROPERTY TAX CODE

I, Richard Molina, Chief Appraiser for the Cameron Appraisal District,
certify that the Appraisal Review Board approved the appraisal records on July 22, 2026
and the part of those records as presented herein constitute the 2026 appraisal roll
for PASEO DE LA RESACA LANDSCAPE &
Taxing Unit

ARB Approved Market Value:	<u>\$641,959,976</u>
ARB Approved Net Taxable Value:	<u>\$520,591,299</u>
Market Value Under ARB Review:	<u>\$208,000</u>


Richard Molina, Chief Appraiser

July 22, 2026
Date

2021 Amistad Dr., P.O. Box 1010, San Benito, TX 78586
(956) 399-9322 * (956) 428-8020 * (956) 541-3365
www.cameroncad.org

2026 SPL	Certification Totals	PASEO DE LA RESACA LANDSCAPE &	CAMERON CAD As of Roll #	0
NOT UNDER REVIEW				
REAL PROPERTY & MFT HOMES				
	(Count) (2,022)		(Count) (2,023)	
Land HS Value	110,459,354	89,755	110,549,109	
Land NHS Value	92,945,678	0	92,945,678	
Land Ag Market Value	0	0	0	
Land Timber Market Value	0	0	0	
Total Land Value	203,405,032	89,755	203,494,787	
Improvement HS Value	288,170,895	118,245	288,289,140	
Improvement NHS Value	142,084,360	0	142,084,360	
Total Improvement	430,255,255	118,245	430,373,500	
Market Value	633,660,287	208,000	633,868,287	
BUSINESS PERSONAL PROPERTY	(113)	(0)	(113)	
Market Value	8,299,689	0	8,299,689	
OIL & GAS / MINERALS	(0)	(0)	(0)	
Market Value	0	0	0	
OTHER (Intangibles)	(0)	(0)	(0)	
Market Value	0	0	0	
(Total Count) (2,135)		(Total Count) (1)	(Total Count) (2,136)	
TOTAL MARKET	641,959,976	208,000	642,167,976	
Ag Productivity	0	0	0	
Ag Loss (-)	0	0	0	
Timber Productivity	0	0	0	
Timber Loss (-)	0	0	0	
APPRAISED VALUE	641,959,976	208,000	642,167,976	
100.0%		0.0%	100.0%	
HS CAP Limitation Value (-)	28,388,210	34,780	28,422,990	
CB CAP Limitation Value (-)	5,536,071	0	5,536,071	
NET APPRAISED VALUE	608,035,695	173,220	608,208,915	
Total Exemption Amount	87,444,396	0	87,444,396	
NET TAXABLE	520,591,299	173,220	520,764,519	
TAX LIMIT/FREEZE ADJUSTMENT	0	0	0	
LIMIT ADJ TAXABLE (I&S)	520,591,299	173,220	520,764,519	
CHAPTER 312 ADJUSTMENT	0	0	0	
CHAPTER 313 ADJUSTMENT	0	0	0	
LIMIT ADJ TAXABLE (M&O)	520,591,299	173,220	520,764,519	
APPROX TOTAL LEVY = NET TAXABLE * (TAX RATE / 100)				
\$781,146.78 = 520,764,519 * (0.150000 / 100)				

2026 Certification Totals			PASEO DE LA RESACA LANDSCAPE & Exemptions			CAMERON CAD As of Roll # 0		
EXEMPTIONS			NOT UNDER REVIEW		UNDER REVIEW		TOTAL	
Exemption	Total	Count	Total	Count	Total	Count		
Homestead Exemptions								
DVHS	14,926,888	59	0	0	14,926,888	59		
DVHS-Prorated	254,517	1	0	0	254,517	1		
Subtotal for Homestead Exemptions	15,181,405	60	0	0	15,181,405	60		
Disabled Veterans Exemptions								
DV1	54,000	8	0	0	54,000	8		
DV1S	5,000	1	0	0	5,000	1		
DV2	19,500	3	0	0	19,500	3		
DV3	128,000	14	0	0	128,000	14		
DV4	282,745	56	0	0	282,745	56		
DV4S	12,000	1	0	0	12,000	1		
Subtotal for Disabled Veterans Exemptions	501,245	83	0	0	501,245	83		
Special Exemptions								
Charitable Org	2,714,918	1	0	0	2,714,918	1		
PPV-PRORATED	23,781	1	0	0	23,781	1		
Subtotal for Special Exemptions	2,738,699	2	0	0	2,738,699	2		
Absolute Exemptions								
EX-XJ	12,072,282	1	0	0	12,072,282	1		
EX-XJ-PRORATED	0	0	0	0	0	0		
EX-XV	52,560,178	35	0	0	52,560,178	35		
EX-XV-PRORATED	0	0	0	0	0	0		
Subtotal for Absolute Exemptions	64,632,460	36	0	0	64,632,460	36		
Other Exemptions								
BPEX	3,471,458	90	0	0	3,471,458	90		
BPEX-AL	125,000	2	0	0	125,000	2		
BPEX-TU	794,129	21	0	0	794,129	21		
CC	0	2	0	0	0	2		
Subtotal for Other Exemptions	4,390,587	115	0	0	4,390,587	115		
Total:	87,444,396	296	0	0	87,444,396	296		

2026 Certification Totals		PASEO DE LA RESACA LANDSCAPE &		CAMERON CAD	
SPL	No-New-Revenue Tax Rate Assumption			As of Roll # 0	
New Value					
Total New Market Value:		\$158,899			
Total New Taxable Value:		\$125,189			
JETI		Chapter 313		TIF/TIRZ	
New Market Value: \$0		New Market Value: \$0		New Market Value: \$0	
New Taxable Value: \$0		New Taxable Value: \$0		New Taxable Value: \$0	
Exemption Loss					
New Absolute Exemptions					
Exemption Description		Count	Last Year Market Value		
Absolute Exemption Value Loss:		0	0		
New Partial Exemptions					
Exemption Description		Count	Partial Exemption Amt		
BPPEX BPPEX		85	3,342,266		
BPPEX-AL BPPEX-AL		2	125,000		
BPPEX-TU BPPEX-TU		21	794,129		
DV2 Disabled Veterans 30% - 49%		1	7,500		
DV3 Disabled Veterans 50% - 69%		3	34,000		
DV4 Disabled Veterans 70% - 100%		4	36,000		
DVHS Disabled Veteran Homestead		2	576,290		
Partial Exemption Value Loss:		118	4,915,185		
Total NEW Exemption Value			4,915,185		
Increased Exemptions					
Exemption Description		Count	Increased Exemption Amt		
Increased Exemption Value Loss:		0	0		
Total Exemption Value Loss:			4,915,185		
New Special Use (Ag/Timber)					
		Count	2025 Market Value	2026 Special Use	Loss
New Annexations/Deannexations					
		Count	Market Value		Taxable Value
Average Homestead Value					
Category	Count of HS Res	Avg Market	Avg Exempt	Med Market	Med Exempt
A Only	1,316	243,344	11,536	234,583	0
A & E	1,316	243,344	11,536	234,583	0
				Avg Taxable	Med Taxable
				210,210	204,158
Property Under Review - Lower Value Used					
		Count	Market Value	Lower Market Value	Estimated Lower Taxable Value
		1	208,000	208,000	173,220

2026 SPL	Certification Totals	PASEO DE LA RESACA LANDSCAPE & State Category Breakdown	CAMERON CAD As of Roll # 0
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Not Under Review

Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	Single-family Residential	1,842		110,268	436,698,922	392,383,885
B	Multifamily Residential	8		0	30,846,637	27,996,114
C1	Vacant Lots and Tracts	87		0	16,472,961	15,170,327
F1	Commercial Real Property	54		48,631	85,065,157	81,211,502
L1	Commercial Personal Property	112		0	8,243,839	3,829,471
XU	Private Schools (\$11.21)	1		0	12,072,282	0
XV	Other Totally Exempt Properties (including	38		0	52,560,178	0
	Totals:		0	158,899	641,959,976	520,591,299

2026 SPL	Certification Totals	PASEO DE LA RESACA LANDSCAPE & State Category Breakdown	CAMERON CAD As of Roll # 0
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Under Review

Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	Single-family Residential	1		0	208,000	173,220
	Totals:		0	0	208,000	173,220

2026 SPL	Certification Totals	PASEO DE LA RESACA LANDSCAPE & State Category Breakdown	CAMERON CAD As of Roll # 0
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Grand Totals

Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	Single-family Residential	1,843		110,268	436,906,922	392,557,105
B	Multifamily Residential	8		0	30,846,637	27,996,114
C1	Vacant Lots and Tracts	87		0	16,472,961	15,170,327
F1	Commercial Real Property	54		48,631	85,065,157	81,211,502
L1	Commercial Personal Property	112		0	8,243,839	3,829,471
XU	Private Schools (\$11.21)	1		0	12,072,282	0
XV	Other Totally Exempt Properties (including	38		0	52,560,178	0
	Totals:		0	158,899	642,167,976	520,764,519

2026 Certification Totals **PASEO DE LA RESACA LANDSCAPE &** CAMERON CAD
 SPL Top Taxpayers As of Roll # 0

Rank	Owner ID	Taxpayer Name	Market Value	Taxable Value
1	712400	WGA LEGACY PROPERTIES 5 LLC	\$12,575,500	\$12,575,500
2	728110	WALMART INC.	\$12,092,573	\$12,092,573
3	721533	ORION BROWNSVILLE TX 1 LLC	\$7,629,193	\$7,629,193
4	666893	CATALON BROWNSVILLE PARTNERS III	\$5,242,653	\$5,242,653
5	768390	YOG PROPERTIES LLC	\$4,920,000	\$4,920,000
6	666891	HUNTINGTON BROWNSVILLE	\$4,893,592	\$4,893,592
7	734136	AVAIL BR RE 1 LLC	\$3,505,804	\$3,505,804
8	518536	GONZALEZ ROLANDO A	\$2,918,251	\$2,918,251
9	786407	B H 2800 RUBEN M TORRES	\$5,429,836	\$2,714,918
10	646769	CTR PARTNERSHIP LP	\$2,700,000	\$2,700,000
11	501479	WINLAND LAS CAMPANAS, LLC	\$2,650,000	\$2,650,000
12	547763	AATTIC VI LIMITED PARTNERSHIP	\$4,144,123	\$2,633,063
13	720570	ZARBROS BROWNSVILLE LLC	\$2,500,000	\$2,500,000
14	684435	RB BROWNSVILLE LLC	\$2,400,000	\$2,400,000
15	550663	INTERNATIONAL AMERICAN	\$2,500,000	\$2,318,642
16	727316	VALLE HERMOSO LLC	\$2,149,712	\$2,062,036
17	591162	MAXIMUS INC	\$2,119,464	\$1,994,464
18	593851	NUEVA TIERRA INVESTMENTS LLC	\$3,083,479	\$1,970,294
19	770276	MESTA JOANNE & JESSE JOSEPH TRS	\$1,939,000	\$1,939,000
20	625523	CHICK-FIL-A INC	\$1,800,000	\$1,800,000
Total			\$87,193,180	\$81,459,983

Year	2025	2026	
Entity	SPL	SPL	
Description	PASEO DE LA RESACA LANDSCAPE &	PASEO DE LA RESACA LANDSCAPE &	Value Diff % Diff
Properties	2,128	2,136	8 0.38%
Land Value	428,057,267	430,373,500	2,316,233 0.54%
Imp Value	190,392,156	203,494,787	13,102,629 6.88%
Personal	6,936,642	8,299,689	1,363,047 19.65%
Mineral	0	0	0 0.00%
Market	625,386,067	642,167,976	16,781,909 2.68%
Ag Loss	0	0	0 0.00%
Cap Loss	53,083,490	33,959,061	(19,124,429) (36.03%)
Assessed	572,302,577	608,208,915	35,906,338 6.27%
Total Exemptions	81,261,278	87,444,366	6,183,118 7.61%
Taxable Value	491,041,299	520,764,519	29,723,220 6.05%
Tax Rate	0.15	0.15	0.00000 0.00%
Run Date	2026-07-09	2026-07-22	
Supplement No.	16	0	

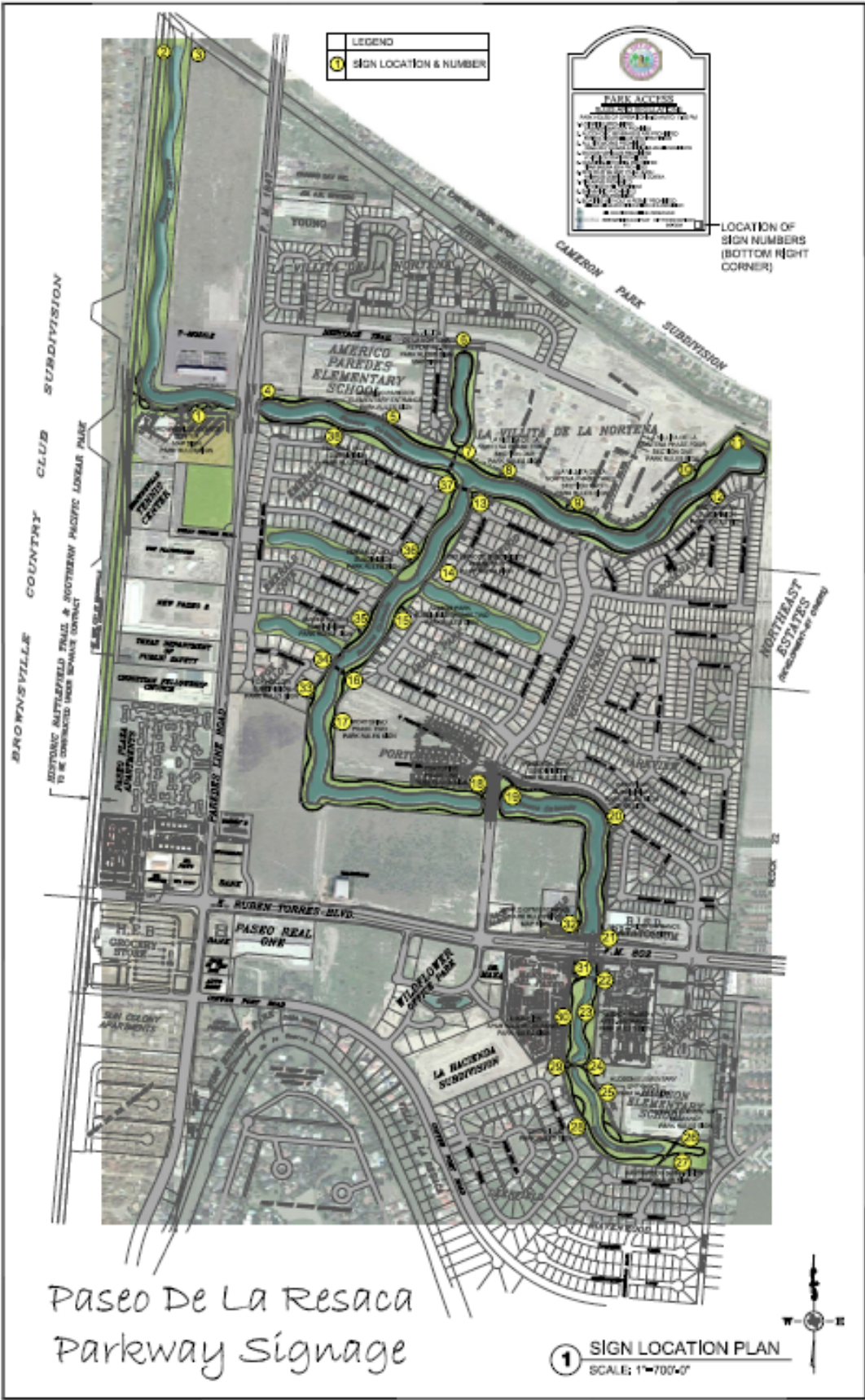
Footnotes

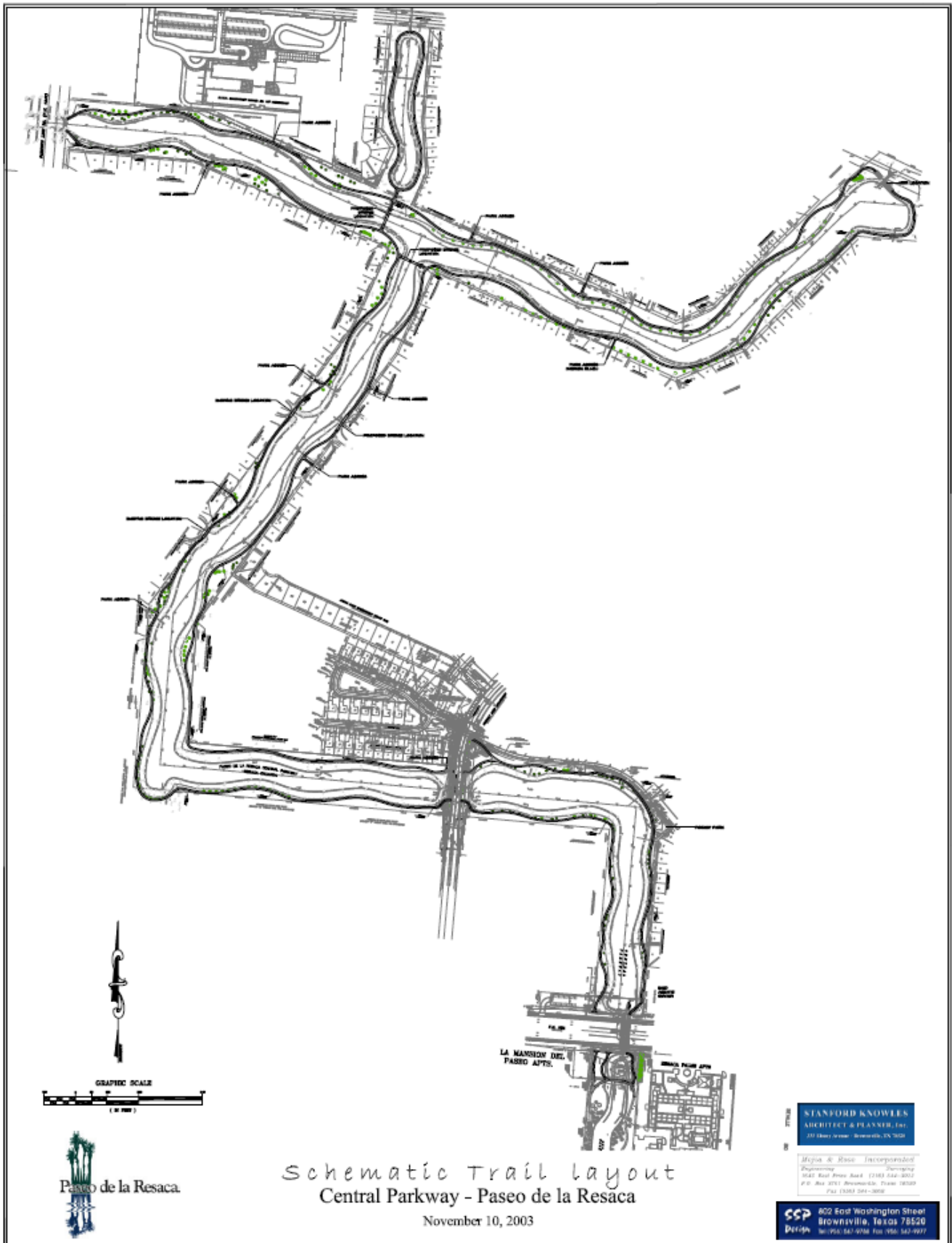
[a] As provided by the Cameron Appraisal District.

[b] Full assessment roll housed at the Cameron County Tax Collector-Assessor's Offices.

[d] Totals may not sum due to rounding.

EXHIBIT E – MAPS OF THE PUBLIC IMPROVEMENTS





[illegible]



Sign Layout & Location

Paseo de la Resaca Parkway

August 26, 2010



EXHIBIT F – DISTRICT LEGAL DESCRIPTION

895.717 Acre Tract

January 10, 1996
Job No. 6227

METES AND BOUNDS DESCRIPTION

An 895.717 Acre Tract of land consisting of a portion of an 808.3 Acre Tract out of Survey No. 34 of Share 19 of the Espiritu Santo Grant and a portion of a 173.7 Acre Tract out of Share 22 of the Espiritu Santo Grant all in Cameron County, Texas; said 808.3 Acre Tract being as described in Exhibit "A" and said 173.7 Acre Tract being as described in Exhibit "B" of a Deed recorded in Volume 1297, Page 111 of the Official Records of Cameron County, Texas; said 895.717 Acre Tract being more particularly described as follows:

COMMENCING at the Southwest corner of said 808.3 Acre Tract, said point lying on the line dividing Shares 19 and 22 of said Espiritu Santo Grant and also being a corner common to Surveys No. 22 and No. 34 of said Share 19; THENCE, North 05 Deg. 02 Min. 00 Sec. East, with and along the West line of Share 19 and East line of Share 22, a distance of 1945.80 feet to a point, for a Southwest corner and the POINT OF BEGINNING of the tract herein described;

THENCE, said point lying within the right-of-way of Farm to Market Road 1847 (F.M. 1847) and said point lying South 05 Deg. 02 Min. 00 Sec. West, a distance of 40.00 feet from the centerline of Coffee Port Road and the Southeast corner of said 173.7 Acre Tract;

THENCE, North 05 Deg. 02 Min. 00 Sec. East, with and along the line dividing Shares 19 and 22, within the right-of-way of F.M. 1847, a distance of 528.69 feet to a point on the Westerly projection of the South line of Bank of Texas Re-Subdivision, as recorded in Cabinet 1, Slot 1276-B of the Map Records of Cameron County, Texas, for a corner of this tract;

THENCE, South 85 Deg. 32 Min. 28 Sec. East, with and along said Westerly projection and then actual South line of said Bank of Texas Re-Subdivision, a distance of 269.36 feet to the Southeast corner of said Re-Subdivision, for a corner of this tract;

THENCE, North 05 Deg. 02 Min. 00 Sec. East, with and along the East line of Bank of Texas Re-Subdivision, a distance of 250.00 feet to the Northeast corner of said Re-Subdivision, for a corner of this tract; said point lying on the South right-of-way line of Farm to Market Road 802 (F.M. 802);

THENCE, North 85 Deg. 32 Min. 28 Sec. West, with and along the South right-of-way line of F.M. 802 and the Westerly projection thereof, a distance of 269.36 feet to a point on the contiguous West line of Share 19, East line of Share 22 and centerline of F.M. 1847, for a corner of this tract;

THENCE, North 05 Deg. 02 Min. 00 Sec. East, with and along the contiguous West line of Share 19, East line of Share 22 and centerline of F.M. 1847, a distance of 300.02 feet to a point on the Easterly projection of the North line of Phillips Subdivision, as recorded in Cabinet 1, Slot 883-A of the Map Records of Cameron County, Texas, for a corner of this tract;

THENCE, North 85 Deg. 33 Min. 58 Sec. West, with and along said Easterly projection and then actual North line of Phillips Subdivision, a distance of 301.57 feet to the Northwest corner of Phillips Subdivision, for a corner of this tract;

THENCE, South 04 Deg. 26 Min. 02 Sec. West, with and along the West line of Phillips Subdivision and the Southerly projection thereof, a distance of 300.00 feet to a point on the South right-of-way line of F.M. 802, for a corner of this tract;

THENCE, North 85 Deg. 33 Min. 58 Sec. West, with and along the South right-of-way line of F.M. 802, a distance of 647.68 feet to a point on the contiguous West line of said 173.7 Acre Tract and East right-of-way line of the Southern Pacific Railroad, for a Southwest corner of this tract;

THENCE, North 05 Deg. 02 Min. 00 Sec. East, with and along the contiguous West line of said 173.7 Acre Tract and East right-of-way line of the Southern Pacific Railroad, a distance of 7546.39 feet to the Northwest corner of said 173.7 Acre Tract, for the Northwest corner of this tract; said point lying at the center of the 100.00 feet wide drain ditch right-of-way of Cameron County Drainage District No. 1;

THENCE, South 53 Deg. 55 Min. 00 Sec. East, with and along the contiguous North line of said 173.7 Acre Tract and centerline of said drain ditch right-of-way, a distance of 1104.29 feet to a point on the contiguous East line of Share 22, West line of Share 19 and centerline of F.M. 1847, for the Northeast corner of said 173.7 Acre Tract and Northwest corner of said 808.3 Acre Tract;

THENCE, South 53 Deg. 52 Min. 00 Sec. East, with and along the contiguous North line of said 808.3 Acre Tract and centerline of said drain ditch right-of-way, a distance of 58.39 feet to a point on the East right-of-way line of F.M. 1847, for a Northeast corner of this tract;

THENCE, South 05 Deg. 02 Min. 00 Sec. West, with and along the East right-of-way line of F.M. 1847, a distance of 1207.06 feet to the Southwest corner of a certain 5.086 Acre Tract conveyed to George Young and wife, Celina Young by Deed recorded in Volume 3339, Page 1 of the Official Records of Cameron County, Texas, for a corner of this tract;

THENCE, South 85 Deg. 00 Min. 00 Sec. East, with and along the South line of said 5.086 Acre Tract, a distance of 622.29 feet to a point on the West line of a certain 10.000 Acre Tract of land conveyed to Brownsville Pony Baseball, Inc. by Deed recorded in Volume 2774, Page 145 of the Official Records of Cameron County, Texas; said point being the Southeast corner of the 5.086 Acre Tract and a corner of this tract;

THENCE, South 05 Deg. 02 Min. 00 Sec. West, with and along the West line of said 10.000 Acre Tract, a distance of 344.00 feet to the Southwest corner of said 10.000 Acre Tract, for a corner of this tract;

THENCE, South 85 Deg. 00 Min. 00 Sec. East, with and along the South line of said 10.000 Acre Tract, a distance of 587.33 feet to the Southeast corner of said 10.000 Acre Tract, for a corner of this tract;

THENCE, North 05 Deg. 02 Min. 00 Sec. East, with and along the East line of said 10.000 Acre Tract and its Northerly projection, a distance of 820.67 feet to a point on the contiguous North line of said 808.3 Acre Tract and centerline of 100.00 feet wide drain ditch right-of-way of Cameron County Drainage District No. 1, for a Northwest corner of this tract;

THENCE, South 53 Deg. 52 Min. 00 Sec. East, with and along the contiguous North line of said 808.3 Acre Tract and centerline of said drain ditch right-of-way, a distance of 2935.94 feet to a point;

THENCE, South 64 Deg. 36 Min. 00 Sec. East, continuing with and along the contiguous North line of said 808.3 Acre Tract and centerline of said drain ditch right-of-way, a distance of 705.10 feet to the Northeast corner of said 808.3 Acre Tract, for a Northeast corner of this tract;

THENCE, South 04 Deg. 49 Min. 00 Sec. West, with and along the East line of said 808.3 Acre Tract, a distance of 7442.96 feet to a point on the centerline of Coffee Port Road, for the Southeast corner of said 808.3 Acre Tract and the Southeast corner of this tract;

THENCE, North 85 Deg. 00 Min. 00 Sec. West, with and along the South line of said 808.3 Acre Tract and centerline of Coffee Port Road, plus the Westerly extension thereof, a distance of 1106.03 feet to a point on the contiguous South right-of-way line of Coffee Port Road and North line of Villa De La Resaca Subdivision, as recorded in Cabinet 1, Slot 1283-B and 1284-A of the Map Records of Cameron County, Texas;

THENCE, in a Westerly direction, with and along the contiguous South right-of-way line of Coffee Port Road and North line of Villa De La Resaca Subdivision, same being a curve to the right, having a radius of 1472.39 feet and a chord bearing North 47 Deg. 10 Min. 56 Sec. West, a distance of 1218.01 feet, an arc distance of 1255.72 feet to the end of said curve;

THENCE, North 22 Deg. 45 Min. 00 Sec. West, with and along the contiguous South right-of-way line of Coffee Port Road and North line of Villa De La Resaca Subdivision, a distance of 834.04 feet to a point;

THENCE, in a Westerly direction, with and along the contiguous South right-of-way line of Coffee Port Road and North line of Villa De La Resaca Subdivision, same being a curve to the left, having a radius of 1392.39 feet and a chord bearing North 54 Deg. 09 Min. 00 Sec. West, a distance of 1450.90 feet, an arc distance of 1526.15 feet to the end of said curve; said point lying South 85 Deg. 33 Min. 00 Sec. East, a distance of 25.70 feet from the common Northwest corner of Villa De La Resaca Subdivision and Northeast corner of Casa Poinciana Subdivision; said Casa Poinciana Subdivision being as recorded in Cabinet 1, Slot 1329-A of the Map Records of Cameron County, Texas;

THENCE, North 85 Deg. 33 Min. 00 Sec. West, with and along the South right-of-way line of Coffee Port Road and North line of Villa De La Resaca and Casa Poinciana Subdivisions and the Westerly projection thereof, a distance of 759.31 feet to the POINT OF BEGINNING.

CONTAINING 895.717 Acres of land, more or less.

EXHIBIT G – IMPROVEMENT AREA FINAL PLAT

Final Plat may be reviewed at the Planning and Redevelopment Department Office

Address: City Plaza, 1034 E Levee Street, 2nd Floor, Brownsville, TX 78520

Phone: 956-548-6150

APPENDIX A – O&M BUDGET

FY 2026 BUDGET

BEGINNING FUND BALANCE, UNRESTRICTED @ 10/01/2025	755,123
REVENUES	
Tax Year 2025 Assessments - Gross Collections	718,262
Interest & Penalty on Assessments	9,486
Interest Income on Deposits	49,062
Total Revenues	776,810
Operating Expenditures	
Depreciation Expense	501,790
Legal Services	15,684
Insurance	-
Consulting Services	14,400
Administrative	10,006
Grounds	26,430
Audit Fee	15,500
Security Patrol	27,250
CAD Assessments	11,784
Cameron County Tax Collection Fees	7,336
Total Operating Expenditures	630,180
COB - Parks Department Exp.	
Equipment/Trail Maint./ Repairs	10,137
Temporary Workforce	33,967
Total COB - Parks Department Exp.	44,104
Debt Service / Loans Exp.	
COB - \$1.5M Loan Repayment	98,338
Total Debt Service / Loans Exp.	98,338
Total Expenses	772,622
NET CHANGE IN NET ASSETS	4,188
Additional Accumulated Depreciation to Cap Assets	501,790
PROJECTED ENDING BALANCE	1,261,101

APPENDIX B – BUYER DISCLOSURE

The following buyer disclosures are found in this Appendix:

- Paseo De La Resaca Landscaping and Lighting Maintenance District Buyer Disclosure

PASEO DE LA RESACA LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF BROWNSVILLE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

As the purchaser of the real property described above, you are obligated to pay assessments to City of Brownsville, Texas, for the costs of a portion of a public improvement or services project (the "Supplemental Services") undertaken for the benefit of the property within the ***Paseo De La Resaca Landscaping and Lighting Maintenance District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE SUPPLEMENTAL SERVICES, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Brownsville. The exact amount of each annual installment will be approved each year by the Brownsville City Commission in each operations and maintenance service and assessment plan for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Brownsville.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Cameron County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]¹

¹ To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Cameron County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Cameron County.



To: Mayor and City Commission
Through: Alan Guard, Interim City Manager
From: Martin Vega, Assistant Director of Land Development Services
Date: Tuesday, August 4, 2026
Agenda #: Consideration and **APPROVAL** on **SECOND** and **FINAL READING** of **Ordinance Number 235-2026-014-S**, to request a Specific Use Permit (SUP) in a Downtown Edge (DE) zoning district to allow an event center for Lots 13 & 14, Block 120, Brownsville Original Townsite, Cameron County, Texas, located at 1247 East Madison Street, Brownsville, Texas 78520, as shown in Exhibit "A". (District 4) (Planning & Redevelopment Department)

Summary:

Property owner, 1247 E. Madison, LLC., has requested a Specific Use Permit to allow an event center for Lots 13 & 14, Block 120, Brownsville Original Townsite, Cameron County, Texas, located at 1247 East Madison Street, Brownsville, Texas 78520. The base zoning of the property is Downtown Edge (DE).

The predominant land use in the surrounding area is residential single-family dwellings. Additional uses, such as undeveloped land, commercial uses, and civic institutions, are also present within the vicinity.

The property is located within the Downtown Node District. The request is consistent with the Future Land Use Map.

Project Scope and Analysis:

The subject property is currently the site of a historic building. It is the intent of the developer to repurpose the existing structure into an event center that will consist of an indoor and outdoor component. The proposed event center space will be situated on two lots whose combined area is 12,000 square feet or 0.2754 acre. It is important to point out that this venue will not offer any on-site parking. As per the Unified Development Code (UDC), properties that are zoned Downtown Core (DC), Downtown General (DG), or Downtown Edge (DE), and that are located within the Historic Overlay District, are exempt from on-site parking requirements. All parking for this venue will be on-street parking.

Pursuant to the UDC, the establishment and operation of an event hall within city limits requires approval of a Specific Use Permit. A Specific Use Permit provides an additional layer of review and protection for surrounding properties by allowing the City to establish development standards intended to address potential use-related impacts, including noise.

If approved, the development shall be subject to the following conditions:

- Sound mitigation measures, including interior finish-out materials such as acoustic tiles or other approved sound-dampening insulation, shall be installed to ensure that noise levels do not exceed sixty (60) decibels when measured at the common property line shared by the noise-emitting use and adjacent residential zoning districts.

Funding:

Source: Fiscal Dept. Approval Not Required

Amount: N/A

Local Contribution if Applicable: N/A

Recommendation:

There was no written or verbal opposition at the Planning & Zoning Commission meeting on July 9, 2026. The Planning & Zoning Commission recommends approval for this Specific Use Permit to allow an event center in Downtown Edge (DE).

This item was approved by City Commission at 1st Reading on July 21, 2026.

Commission Pillar:

Planning & Zoning

Attachments:

1. Case 235-2026-014-S Binder

ORDINANCE NUMBER 235-2026-014-S

AN ORDINANCE AMENDING THE “CITY ZONING ORDINANCE” BY AMENDING THE OFFICIAL ZONING ATLAS TO ALLOW AN EVENT CENTER IN A DOWNTOWN EDGE (DE) ZONING DISTRICT FOR LOTS 13 & 14, BLOCK 120, BROWNSVILLE ORIGINAL TOWNSITE, CAMERON COUNTY, TEXAS, LOCATED AT 1247 EAST MADISON STREET, BROWNSVILLE, TEXAS 78520.; AND DEALING WITH RELATED MATTERS INCLUDING \$2000 PENALTIES.

WHEREAS, this ordinance is in accordance with the City’s comprehensive plan; is consistent with the existing zoning surrounding the area to be rezoned; and bears a substantial relationship to the public health, safety, morals or general welfare; and all procedural requirements for the passage hereof have been met;

Be It Ordained by the City of Brownsville:

Section 1. That the City Commission of the City of Brownsville, Texas, hereby amends the “City Zoning Ordinance” by amending the Official Zoning Atlas to allow an event center in a Downtown Edge (DE) zoning district for Lots 13 & 14, Block 120, Brownsville Original Townsite, Cameron County, Texas, located at 1247 East Madison Street, Brownsville, Texas 78520, as shown in Exhibit “A”; the area rezoned by this amendment being situated entirely within the corporate limits of Brownsville, Cameron County, Texas.

Section 2. That all provisions of the City of Brownsville Unified Development Code are incorporated herein by reference and declared to be a part hereof; and that this ordinance shall become effective on the earliest date allowed by law.

Section 3. The property described above and by this ordinance is subject to the following conditions:

- Sound mitigation measures and interior finish-out materials such as acoustic tiles or other approved sound-dampening insulators shall be installed to maintain a noise level less than or equal to sixty (60) decibels when measured at the common property line shared by the noise emitting use and adjacent residential zoning districts.

INTRODUCED at a public hearing on **July 21, 2026**. Passed at First Reading on **July 21, 2026**. PASSED at Second and Final Reading and ADOPTED, APPROVED, and ENACTED on **August 4, 2026**.

(SEAL)

BY: _____
John Cowen Jr.
Mayor

ATTEST: _____
Mayra Rios
City Secretary

STAFF REPORT

Planning & Redevelopment Department
Zoning Division
1034 E. Levee St. 2nd Floor
Brownsville, TX 78520
(956) 548-6150



APPLICATION DETAILS

Applicant/Representative: Renee Sanchez
Property Address: 1247 E Madison Street
Application Type: Specific Use Permit (SUP)
Current Zoning: Downtown Edge (DE)

Geo ID: 01-0000-1200-0130-00
Case No.: 235-2026-014-S
Proposed Use: Event Center
Proposed Zoning: Downtown Edge (DE) w/ Specific Use Permit (SUP)
P&Z Date: July 9, 2026
Electoral District: 4
Annexation Year: Pre-1930
Opposition: No Verbal or Written Opposition

Application Date: May 14, 2026
CC Meeting Dates: 1st – July 21, 2026 / 2nd August 4, 2026
Overlay(s): Historical Preservation Overlay, Downtown District
No. of Mail-outs: 21

PROPERTY DETAILS

Legal Description: Lots 13 & 14, Block 120, Brownsville Original Townsite, Cameron County, Texas, located 1247 E Madison Street, Brownsville, Texas 78520.

Roadway Frontage: The subject property is fronting Madison Street, a Collector.

Predominant Land Use: The predominant land use is a mix of office, retail, and other commercial land uses, with scattered single family residential uses.

ABUTTING LAND USES (SEE ATTACHED AERIAL VIEW MAP)

North: Single Family Residential, Commercial

East: Commercial

South: Commercial

West: Single Family Residential, Commercial

EXISTING ZONING DESIGNATIONS (SEE ATTACHED ZONING MAP)

North: Downtown Edge (DE), Downtown Core (DC)

East: Downtown Edge (DE)

South: Downtown Edge (DE), Downtown General (DG)

West: Downtown Edge (DE), Downtown Core (DC)

FUTURE LAND USE PLAN (SEE ATTACHED FUTURE LAND USE MAP)

The City of Brownsville Future Land Use Plan indicates that the subject land is located within the Downton Node District. Land use in the Downtown District is a balanced mixture of residential, community facilities, and commercial, with some institutional. Light industrial land uses are permitted in the form of research facilities, as this District should be oriented to residential, educational, and community facility uses close to the Rio Grande and provide a transition from Downtown to the primarily residential neighborhoods in the western portions of the City. The requested specific use permit is consistent with the future land use map.

REVIEW CRITERIA

After an analysis of the subject property and its surrounding context, staff has determined that the proposed zoning and associated use would be compatible with the adjacent zoning districts and land uses, and would not place significant or undue strain on existing public infrastructure, including water, wastewater, and transportation systems.

STAFF RECOMMENDATION

Based upon the analysis presented in this report and observations from the Planning & Redevelopment Department, staff recommends approval of the Specific Use Permit (SUP) request for an event center within the existing Downton Edge (DG) District, subject to sound mitigation requirements.



SUBJECT PROPERTY

Case No. 235-2026-014-S



City of Brownsville Zoning Map

Zoning Districts

-  AG - Agricultural
-  RE - Residential Estate
-  R-1 - Residential Single Family
-  R-2 - Residential Suburban
-  R-3 - Residential Transition
-  TN - Traditional Neighborhood
-  TN-MU - Traditional Neighborhood Mixed Use
-  TN-C - Traditional Neighborhood Corridor
-  DE - Downtown Edge
-  DG - Downtown General
-  DC - Downtown Core
-  CC - Corridor Commercial
-  RC - Reginal Center
-  LI - Light Industrial
-  HI - Heavy Industrial

EXHIBIT "A"

Address:

1247 E Madison St,
Brownsville, Texas, 78520

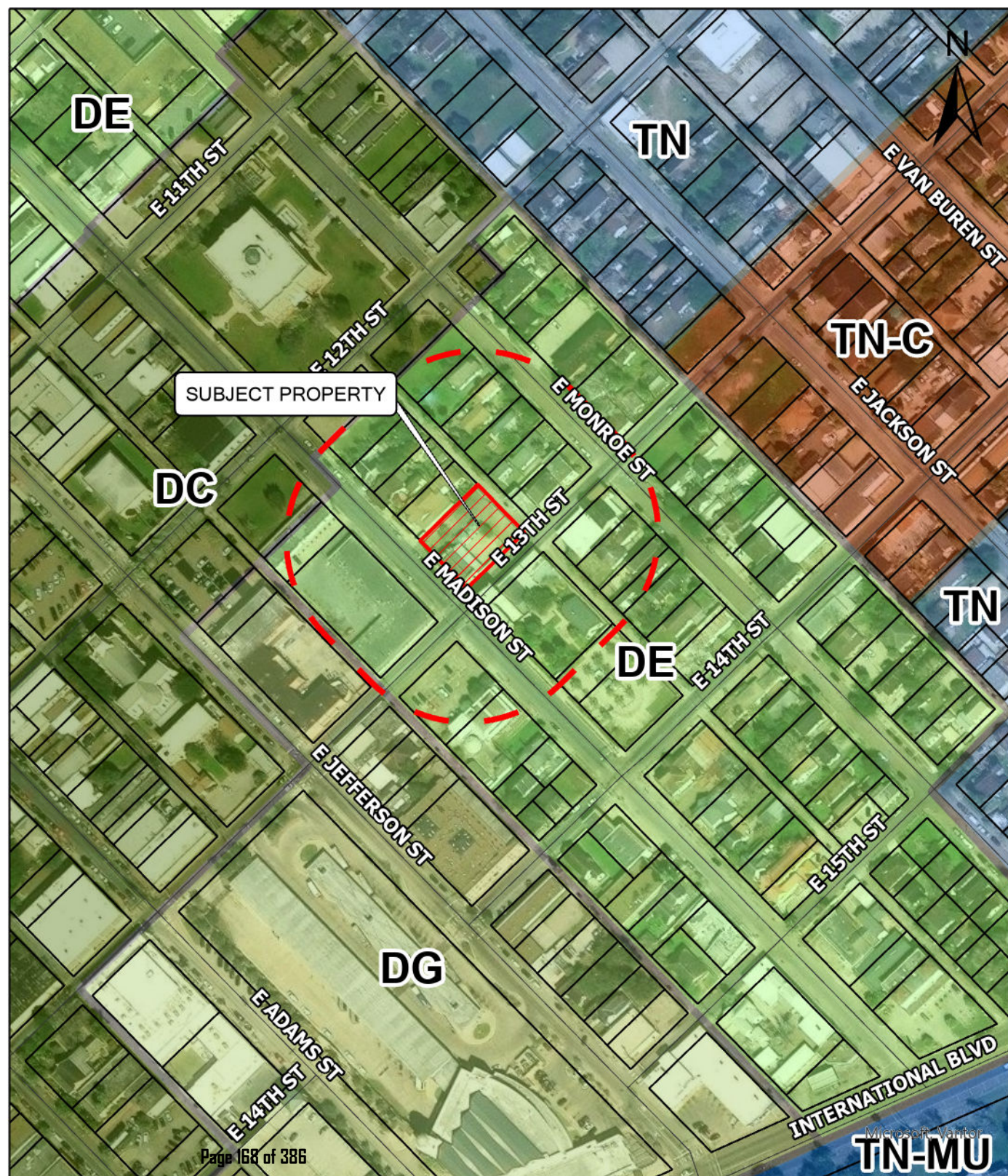
Proposed Zoning:

Downtown Edge w/ SUP, DT-E w/ SUP

Current Zoning:

Downtown Edge, DT-E

Brownsville Electoral District #4





FUTURE LAND USE PLAN

DISTRICTS

- Core Central
- Core East
- Core West
- Downtown Enterprise
- Downtown Riverside
- Emerging City Central
- Emerging City East
- Emerging City West
- Employment Hub
- Future Employment Hub
- Reserve Future City
- Transition Central
- Transition East
- Transition West
- Water Management

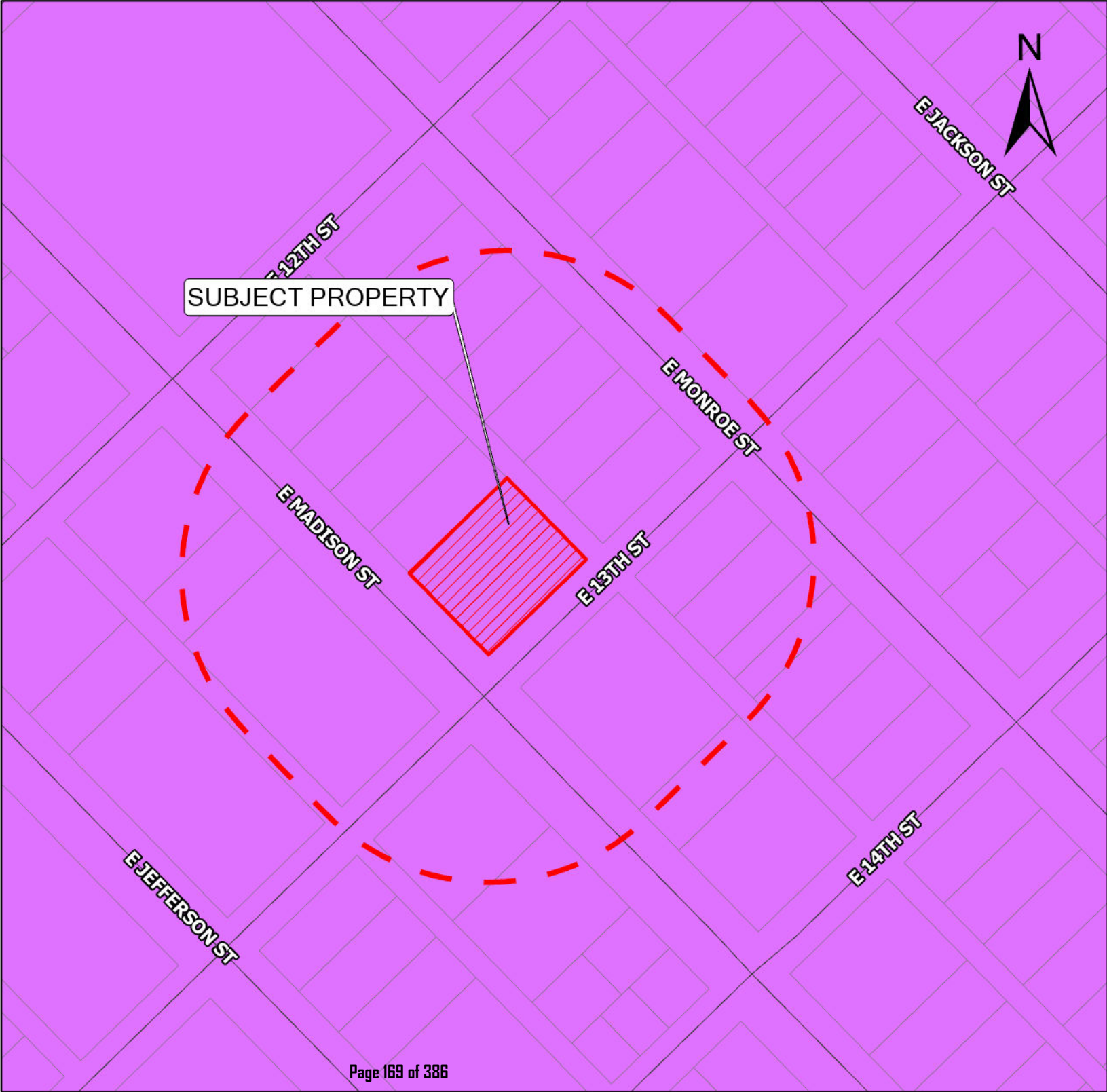
NODES

- Downtown Node
- Primary Regional Node
- Secondary Regional Node
- Sub Regional Node

CORRIDORS

- Gateway Corridor
- Linkage Corridor
- Loop Corridor
- Town Corridor
- Centerlines

Zoning Case No.
235-2026-014-S

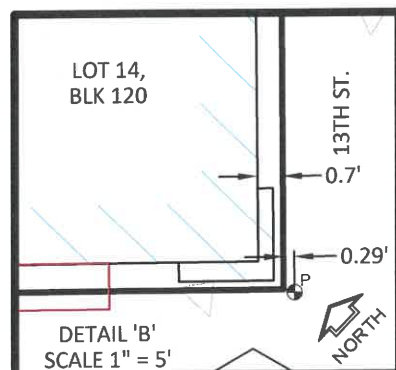
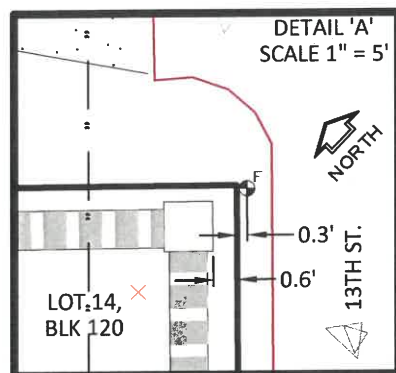


1. BASIS OF BEARINGS AS PER THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD 83 ESTABLISHED FOR THE NORTHEAST CORNER OF LOT 1 AND SOUTHWEST OF LOT 9, BLOCK 120, BROWNSVILLE ORIGINAL TOWNSITE.

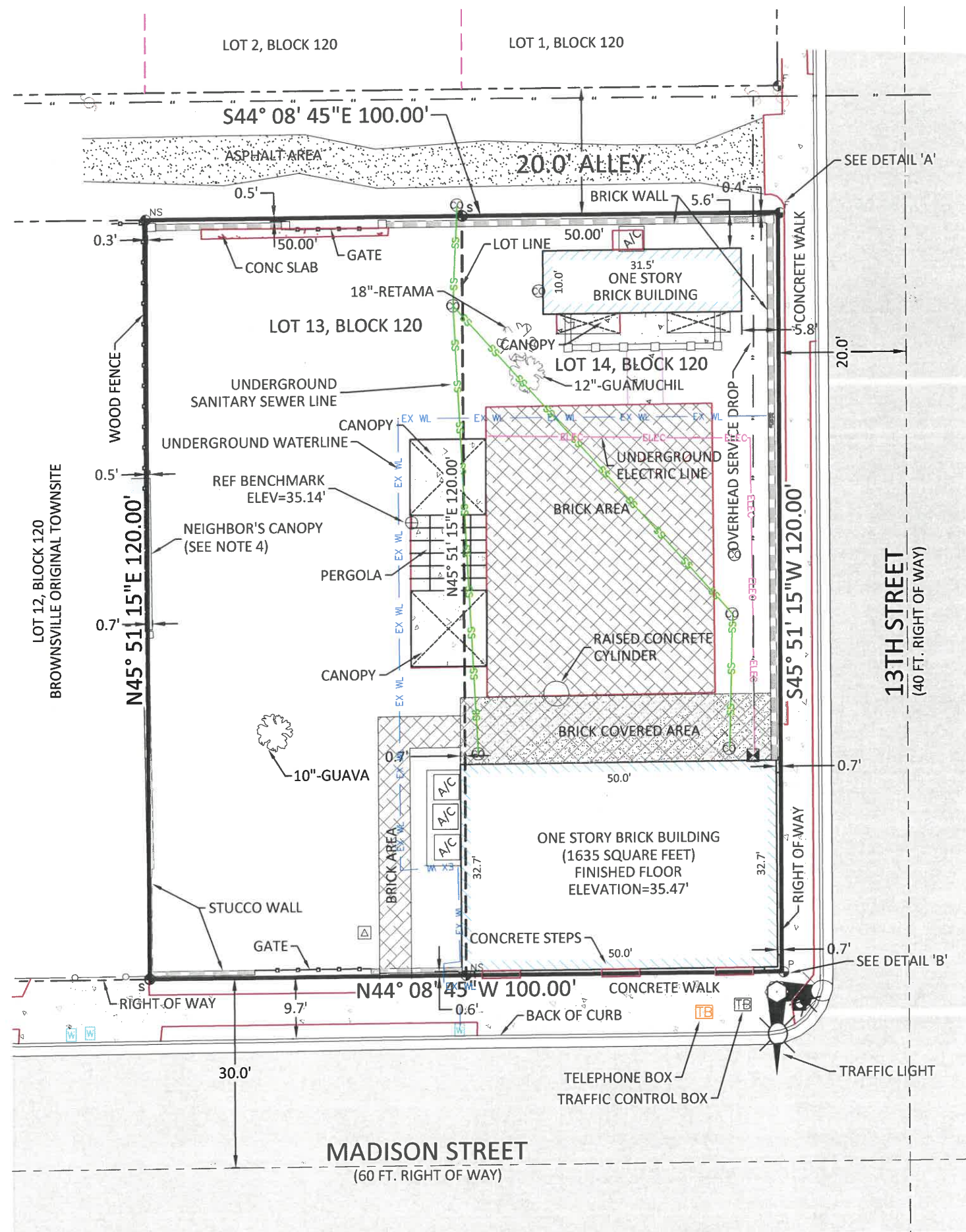
2. ADDRESS: 1247 E. MADISON STREET
BROWNSVILLE, TEXAS 78520

3. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE AND MAY BE SUBJECT TO EASEMENTS AND RESERVATIONS NOT REFLECTED HEREON.

4. NEIGHBOR'S CANOPY OVERLAPS BOUNDARY AS SHOWN.



	PK NAIL SET
	IRON ROD FOUND
	NAIL FOUND
	IRON ROD SET WITH CAP STAMPED MEDINA 5719
	TELEPHONE PEDESTAL
	WATER METER
	TRANSFORMER
	CABLE PEDESTAL
	A/C UNIT
	MAILBOX
	CLEANOUT
	NATURAL GROUND ELEV



BY GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES IN ZONE "X", AS PER THE NATIONAL FLOOD INSURANCE PROGRAM OF COMMUNITY NO. 480103, PANEL NO. 0590, SUFFIX "F", REVISED FEBRUARY 16, 2018.

I, JOSE D. MEDINA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS DRAWING WAS PREPARED FROM AN ON THE GROUND SURVEY PERFORMED BY ME OR BY MEN UNDER MY SUPERVISION. THIS SURVEY CONFORMS TO THE MINIMUM STANDARDS OF PRACTICE PROMULGATED BY THE TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

JOSE D. MEDINA, R.P.L.S.
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5719

1 May 2026
DATE



LOT THIRTEEN (13) AND LOT FOURTEEN (14)
BLOCK ONE-HUNDRED TWENTY (120)
BROWNSVILLE ORIGINAL TOWNSITE
CAMERON COUNTY, TEXAS, ACCORDING TO THE
MAP THEREOF RECORDED IN VOLUME 5, PAGE 13,
MAP RECORDS. CAMERON COUNTY, TEXAS.

REVISED 1 MAY 2026
UPDATED TO ADD NEW BUILDING ALONG BACK PORTION OF LOT
14. BLOCK 120

FOR: 1247 E MADISON, LLC

FERRIS, FLINN & MEDINA, LLC

ENGINEERS SURVEYORS

1405 N. STUART PLACE ROAD
PALM VALLEY, TEXAS 78552
PHONE (956) 364-2236 FAX (956) 364-1021

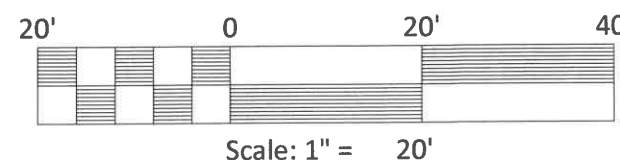
TEXAS BOARD OF PROFESSIONAL LAND SURVEYING
FIRM REGISTRATION NO. 100370-00

TEXAS BOARD OF PROFESSIONAL ENGINEERS
FIRM REGISTRATION NO. F-89

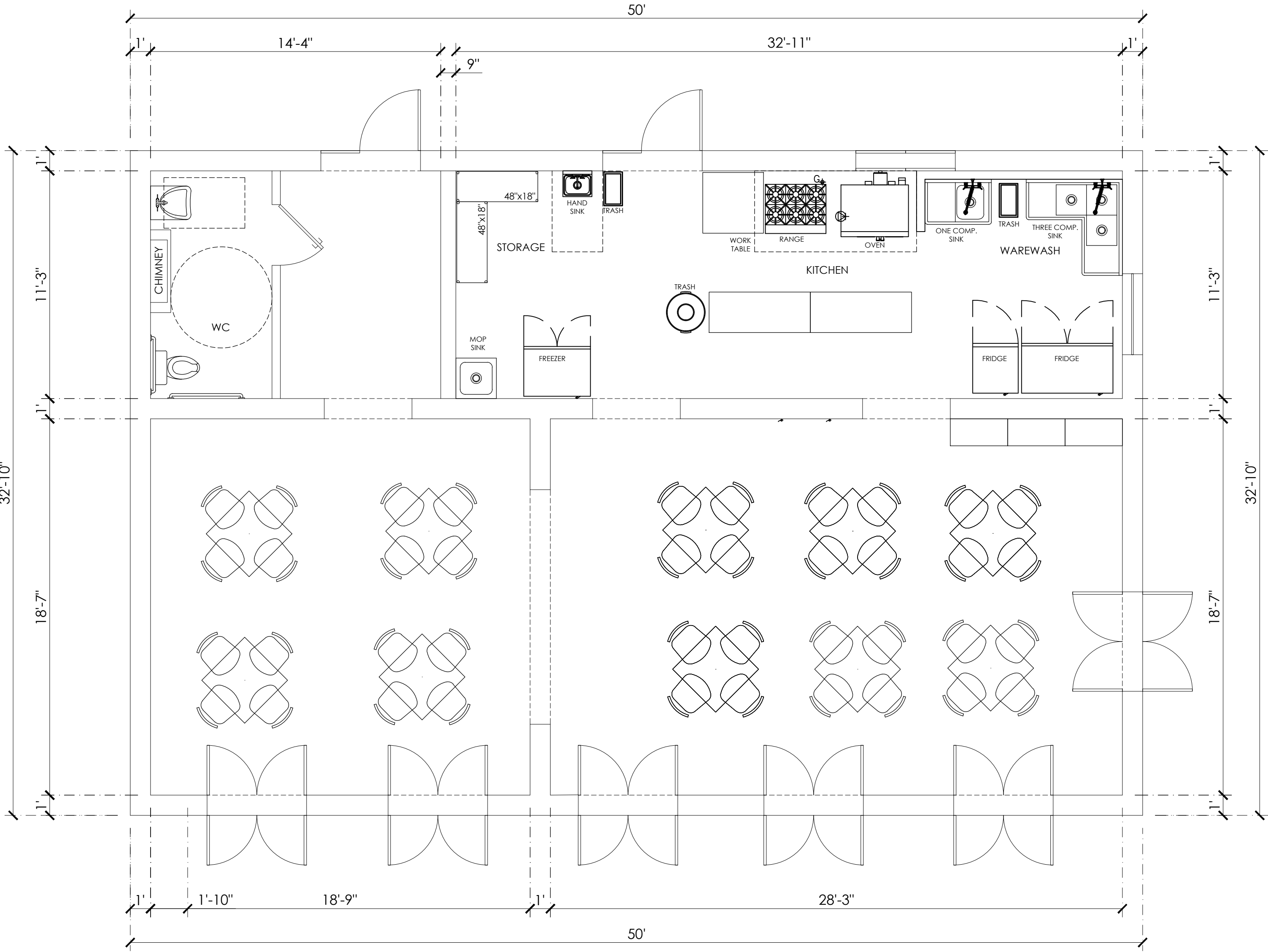
1" = 20'	DRAWN BY: JDM	26 SEPTEMBER 2024	JOB NO: 1165-001
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CREW: MIGUEL GUTIERREZ / MARC GARCIA

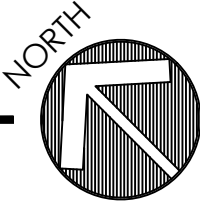
LATITUDE: N 25° 54' 10.8" LONGITUDE: W 97° 29' 40.1"



Project Note: Sound mitigation measures and interior finish-out materials such as acoustic tiles or other approved sound-dampening insulators shall be installed to maintain a noise level less than or equal to sixty (60) decibels when measured at the common property line shared by the noise emitting use and adjacent residential zoning districts



FLOOR PLAN - SAMPLE SEATING ARRANGEMENT
SCALE: 1/4" = 1'-0"



EAST MADISON EVENTS
1247 E MADISON ST.
BROWNSVILLE, TEXAS 78520

REVISION:

PLAN:

FLOOR PLAN
FURNITURE



To: Mayor and City Commission
Through: Alan Guard, Interim City Manager
From: Martin Vega, Assistant Director of Land Development Services
Date: Tuesday, August 4, 2026
Agenda #: Consideration and **APPROVAL** on **SECOND** and **FINAL READING** of **Ordinance Number 235-2026-015**, to rezone from Agriculture (AG) to Residential Single-Family (R-1) for an approximate 105.29 acres and Commercial Corridor (CC) for an approximate 14.67 acres to allow a single-family residential development and commercial development on a tract containing 119.96 acres of land out of a 239.92 acre tract (called the West 239.48 acres), out of Tract 40, Paredes Partition Tract, Subdivision "E", in Share 19 of the Espiritu Santo Grant, Cameron County, Texas, located at 1 West Paredes Line Road , Brownsville, Texas 78566, as shown in Exhibit "A". (District 3) (Planning & Redevelopment Department)

Summary:

Property owner, Sattva Investments, LLC., proposes to change the Zoning Designation for a combined 119.96 acres to allow a single-family residential development and commercial development for an approximate 105.29 acres and an approximate 14.67 acres, respectively, out of a 239.92 acre tract (called the West 239.48 acres), out of Tract 40, Paredes Partition Tract, Subdivision "E", in Share 19 of the Espiritu Santo Grant, Cameron County, Texas, located at 1 West Paredes Line Road , Brownsville, Texas 78566. The applicant requests to rezone the subject property from Agriculture (AG) to Residential Single-Family (R-1) and Corridor Commercial (CC) for the purpose of establishing a single-family residential development with a commercial element along the property frontage.

The predominant land use in the surrounding area is undeveloped land. No additional uses are present within proximity of the subject property.

Project Scope and Analysis:

The property is located within the Water Management District. The request is not consistent with the existing Future Land Use Map; however, previous residential developments at the proposed scale have been previously approved to expand housing options and provide neighborhood-scale commercial uses in this mostly undeveloped area of the city.

The subject property has an approximate gross area of 119.96 acres and is currently vacant. The applicant is requesting zoning reclassification due to the current zoning (AG) only allowing large single-family estates and ranch/farming uses. To be specific, the current zone only permits single-

family homes on 40,000-square-foot lots. A residential development such as the one being proposed, consisting of lot sizes between 6,500 and 9,500 square feet, would not be permitted in the Agriculture zoning. The (R-1) zoning designation would permit the proposed density and use. Additionally, the proposed commercial use and lot size along the thoroughfare frontage require a Corridor Commercial (CC) zoning designation.

Funding:

Source: Fiscal Dept. Approval Not Required

Amount: N/A

Local Contribution if Applicable: N/A

Recommendation:

There was no written or verbal opposition at the Planning and Zoning Commission meeting on July 9, 2026. The Planning & Zoning Commission recommends approval for this rezoning from Agriculture (AG) to Residential Single-Family (R-1) and Commercial Corridor (CC). This item was approved by City Commission at 1st Reading on July 21, 2026.

Commission Pillar:

Planning & Zoning

Attachments:

1. Case 235-2026-015 Binder

ORDINANCE NUMBER 235-2026-015

AN ORDINANCE AMENDING THE “CITY ZONING ORDINANCE” BY AMENDING THE OFFICIAL ZONING ATLAS TO REZONE FROM AGRICULTURE (AG) TO RESIDENTIAL SINGLE-FAMILY (R-1) FOR AN APPROXIMATE 105.29 ACRES AND COMMERCIAL CORRIDOR (CC) FOR AN APPROXIMATE 14.67 ACRES TO ALLOW A SINGLE-FAMILY RESIDENTIAL DEVELOPMENT AND COMMERCIAL DEVELOPMENT ON A TRACT CONTAINING 119.96 ACRES OF LAND OUT OF A 239.92 ACRE TRACT (CALLED THE WEST 239.48 ACRES), OUT OF TRACT 40, PAREDES PARTITION TRACT, SUBDIVISION “E”, IN SHARE 19 OF THE ESPIRITU SANTO GRANT, CAMERON COUNTY, TEXAS, LOCATED AT 1 WEST PAREDES LINE ROAD, BROWNSVILLE, TEXAS 78566.; AND DEALING WITH RELATED MATTERS INCLUDING \$2000 PENALTIES.

WHEREAS, this ordinance is in accordance with the City’s comprehensive plan; is consistent with the existing zoning surrounding the area to be rezoned; and bears a substantial relationship to the public health, safety, morals or general welfare; and all procedural requirements for the passage hereof have been met;

Be It Ordained by the City of Brownsville:

Section 1. That the City Commission of the City of Brownsville, Texas, hereby amends the “City Zoning Ordinance” by amending the Official Zoning Atlas To rezone from Agriculture (AG) to Residential Single-Family (R-1) for an approximate 105.29 acres and Commercial Corridor (CC) for an approximate 14.67 acres to allow a single-family residential development and commercial development on a tract containing 119.96 acres of land out of a 239.92 acre tract (called the West 239.48 acres), out of Tract 40, Paredes Partition Tract, Subdivision “E”, in Share 19 of the Espiritu Santo Grant, Cameron County, Texas, located at 1 West Paredes Line Road, Brownsville, Texas 78566.

Section 2. That all provisions of the City of Brownsville Unified Development Code are incorporated herein by reference and declared to be a part hereof; and that this ordinance shall become effective on the earliest date allowed by law.

INTRODUCED at a public hearing on **July 21, 2026**. Passed at First Reading on **July 21, 2026**. PASSED at Second and Final Reading and ADOPTED, APPROVED, and ENACTED on **August 4, 2026**.

(SEAL)

BY: _____
John Cowen Jr.
Mayor

ATTEST: _____
Mayra Rios
City Secretary

STAFF REPORT

Planning & Redevelopment Department
Zoning Division
1034 E. Levee St. 2nd Floor
Brownsville, TX 78520
(956) 548-6150



APPLICATION DETAILS

Applicant/Representative: Henry Corona
Property Address: 1 West Paredes Line Road
Application Type: Rezone
Current Zoning: Agriculture (AG)

Geo ID: 79-1900-0400-0100-00
Case No.: 235-2026-015
Proposed Use: Single Family Residential Development
Proposed Zoning: Residential Single Family (R-1) and Corridor Commercial (CC)
P&Z Date: July 9, 2026
Electoral District: 3
Annexation Year: 1999
Opposition: No Verbal or Written Opposition

Application Date: June 2, 2026
CC Meeting Dates: 1st – July 21, 2026 / 2nd August 4, 2026
Overlay(s): None
No. of Mail-outs: 8

PROPERTY DETAILS

Legal Description: 119.96 acres of land out of a 239.92 acre tract (called the West 239.48 acres), out of Tract 40, Paredes Partition Tract, Subdivision "E", in Share 19 of the Espiritu Santo Grant,, Cameron County, Texas, located 1 West Paredes Line Road, Brownsville, Texas 78566.

Roadway Frontage: The subject property is fronting Paredes Line Road, a Primary Arterial.

Predominant Land Use: The predominant land use is mostly undeveloped land or agricultural.

ABUTTING LAND USES (SEE ATTACHED AERIAL VIEW MAP)

North: Undeveloped Land, Extra Territorial Jurisdiction (ETJ)
East: Undeveloped Land
South: Undeveloped Land (Future Single Family Residential Development)
West: Undeveloped Land , Extra Territorial Jurisdiction (ETJ)

EXISTING ZONING DESIGNATIONS (SEE ATTACHED ZONING MAP)

North: Extra Territorial Jurisdiction (ETJ)
East: Agriculture (AG)
South: Residential Single Family (R-1), Corridor Commercial (CC)
West: Extra Territorial Jurisdiction (ETJ)

FUTURE LAND USE PLAN (SEE ATTACHED FUTURE LAND USE MAP)

The City of Brownsville Future Land Use Plan indicates that the subject land is located within the Water Management District. Land use within the Water Management District should be primarily community facilities, with a very small portion of residential land uses permitted. It is the opinion of staff that the request is not consistent with the Future Land Use Plan. However, previous residential developments at proposed scale have been approved in the past to expand housing options and provide neighborhood scale commercial uses in this mostly undeveloped area of the city.

REVIEW CRITERIA

After an analysis of the subject property and its surrounding context, staff has determined that the proposed zoning and associated use would be compatible with the adjacent zoning districts and land uses, and would not place significant or undue strain on existing public infrastructure, including water, wastewater, and transportation systems.

STAFF RECOMMENDATION

Based upon the analysis presented in this report and observations from the Planning & Redevelopment Department, staff recommends approval of the zoning change request from Agriculture (AG) District to Residential Single Family (R-1) and Corridor Commercial (CC).

SUBJECT PROPERTY

PAREDES LINE RD

Case No. 235-2026-015





City of Brownsville Zoning Map

Zoning Districts

-  AG - Agricultural
-  RE - Residential Estate
-  R-1 - Residential Single Family
-  R-2 - Residential Suburban
-  R-3 - Residential Transition
-  TN - Traditional Neighborhood
-  TN-MU - Traditional Neighborhood Mixed Use
-  TN-C - Traditional Neighborhood Corridor
-  DE - Downtown Edge
-  DG - Downtown General
-  DC - Downtown Core
-  CC - Corridor Commercial
-  RC - Reginal Center
-  LI - Light Industrial
-  HI - Heavy Industrial

EXHIBIT "A"

Address:

1 W Paredes Line Rd,
Brownsville, Texas, 78526

Proposed Zoning:

Residential Single Family (R-1) and
Commercial Corridor (CC)

Current Zoning:

Agricultural, AG

Brownsville Electoral District #3





FUTURE LAND USE PLAN

DISTRICTS

- Core Central
- Core East
- Core West
- Downtown Enterprise
- Downtown Riverside
- Emerging City Central
- Emerging City East
- Emerging City West
- Employment Hub
- Future Employment Hub
- Reserve Future City
- Transition Central
- Transition East
- Transition West
- Water Management

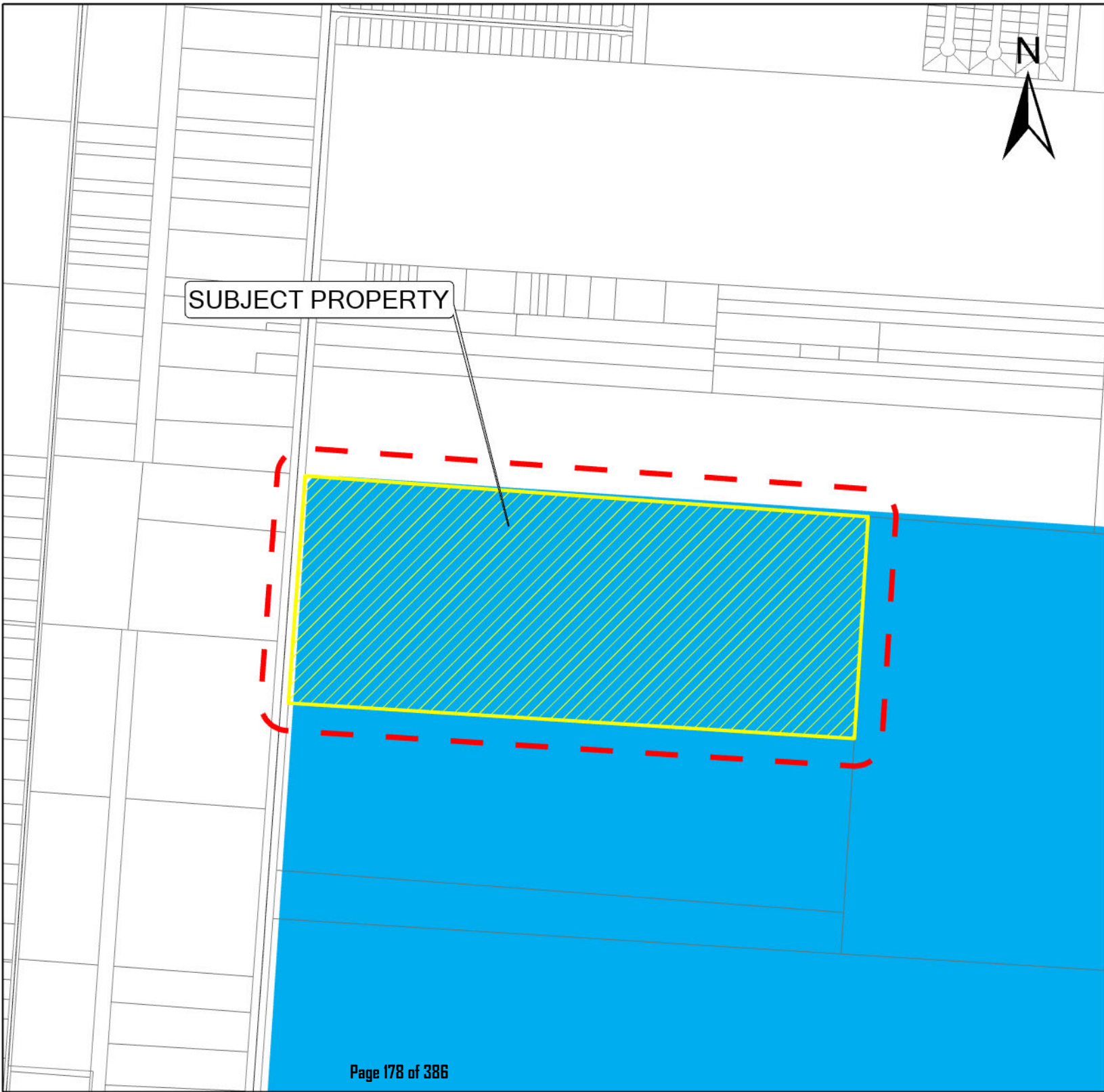
NODES

- Downtown Node
- Primary Regional Node
- Secondary Regional Node
- Sub Regional Node

CORRIDORS

- Gateway Corridor
- Linkage Corridor
- Loop Corridor
- Town Corridor
- Centerlines

Zoning Case No.
235-2026-015





To: Mayor and City Commission
Through: Alan Guard, Interim City Manager
From: Martin Vega, Assistant Director of Land Development Services
Date: Tuesday, August 4, 2026
Agenda #: Consideration and **APPROVAL** on **SECOND** and **FINAL READING** of **Ordinance Number 235-2026-016**, to rezone from Residential Single-Family (R-1) and Traditional Neighborhood Corridor (TNC) to Traditional Neighborhood Corridor (TNC) to allow a multifamily development for 2.00 acres of land, more or less, comprised of Tract 1, being 0.37 acres of land; and Tract 2, being 1.63 acres of land, both Tracts out of Block 4, El Jardin Subdivision, Share 27 of the Espiritu Santo Grant, Cameron County, Texas, located at 970 South Central Avenue, Brownsville, Texas 78521, as shown in Exhibit "A". (District 1) (Planning & Redevelopment Department)

Summary:

Property owner, Cirilo Zuniga (MF Builders, LLC.), proposes to change the Zoning Designation for 2.00 acres of land, more or less, comprised of Tract 1, being 0.37 acres of land; and Tract 2, being 1.63 acres of land, both Tracts out of Block 4, El Jardin Subdivision, Share 27 of the Espiritu Santo Grant, Cameron County, Texas, located at 970 South Central Avenue, Brownsville, Texas 78521. The applicant requests to rezone the subject property from Residential Single-Family (R-1) and Traditional Neighborhood Corridor (TNC) to Traditional Neighborhood Corridor (TNC) to allow a multifamily development.

The predominant land use in the surrounding area is single-family dwellings. Additional uses such as undeveloped land, mobile home park, duplex, and multifamily dwelling are present within the vicinity.

The property is located within the Transition East District. The proposed use/zoning designation is not consistent with the Future Land Use Map; however, this request is consistent with the mix of multifamily residential developments in the area.

Project Scope and Analysis:

The subject property, whose total area is 2.00 acres, is comprised of two tracts, one with 0.37 acres and the other having an area of 1.63 acres. This request to rezone was petitioned by the property owner to establish the Traditional Neighborhood Corridor (TNC) zoning to accommodate the proposed multifamily use. The Residential Single-Family (R-1) district only permits single-family homes on lots that have a minimum area of 5,000 square feet. Under the new zoning designation, a density of up to 30 units per acre will be permitted.

Funding:

Source: Fiscal Dept. Approval Not Required

Amount: N/A

Local Contribution if Applicable: N/A

Recommendation:

There was no written or verbal opposition at the Planning and Zoning Commission meeting on July 9, 2026. The Planning & Zoning Commission recommends approval for this rezoning from Residential Single-Family (R-1) and Traditional Neighborhood Corridor (TNC) to Traditional Neighborhood Corridor (TNC).

This item was approved by City Commission at 1st Reading on July 21, 2026.

Commission Pillar:

Planning & Zoning

Attachments:

1. Case 235-2026-016 Binder

ORDINANCE NUMBER 235-2026-016

AN ORDINANCE AMENDING THE “CITY ZONING ORDINANCE” BY AMENDING THE OFFICIAL ZONING ATLAS TO REZONE FROM RESIDENTIAL SINGLE-FAMILY (R-1) AND TRADITIONAL NEIGHBORHOOD CORRIDOR (TNC) TO TRADITIONAL NEIGHBORHOOD CORRIDOR (TNC) TO ALLOW A MULTIFAMILY DEVELOPMENT FOR 2.00 ACRES OF LAND, MORE OR LESS, COMPRISED OF TRACT 1, BEING 0.37 ACRES OF LAND; AND TRACT 2, BEING 1.63 ACRES OF LAND, BOTH TRACTS OUT OF BLOCK 4, EL JARDIN SUBDIVISION, SHARE 27 OF THE ESPIRITU SANTO GRANT, CAMERON COUNTY, TEXAS, LOCATED AT 970 SOUTH CENTRAL AVENUE, BROWNSVILLE, TEXAS 78521; AND DEALING WITH RELATED MATTERS INCLUDING \$2000 PENALTIES.

WHEREAS, this ordinance is in accordance with the City’s comprehensive plan; is consistent with the existing zoning surrounding the area to be rezoned; and bears a substantial relationship to the public health, safety, morals or general welfare; and all procedural requirements for the passage hereof have been met;

Be It Ordained by the City of Brownsville:

Section 1. That the City Commission of the City of Brownsville, Texas, hereby amends the “City Zoning Ordinance” by amending the Official Zoning Atlas To rezone from Residential Single-Family (R-1) and Traditional Neighborhood Corridor (TNC) to Traditional Neighborhood Corridor (TNC) to allow a multifamily development for 2.00 acres of land, more or less, comprised of Tract 1, being 0.37 acres of land; and Tract 2, being 1.63 acres of land, both Tracts out of Block 4, El Jardin Subdivision, Share 27 of the Espiritu Santo Grant, Cameron County, Texas, located at 970 South Central Avenue, Brownsville, Texas 78521, Brownsville, Texas 78566.

Section 2. That all provisions of the City of Brownsville Unified Development Code are incorporated herein by reference and declared to be a part hereof; and that this ordinance shall become effective on the earliest date allowed by law.

INTRODUCED at a public hearing on **July 21, 2026**. Passed at First Reading on **July 21, 2026**. PASSED at Second and Final Reading and ADOPTED, APPROVED, and ENACTED on **August 4, 2026**.

(SEAL)

BY: _____
John Cowen Jr.
Mayor

ATTEST: _____
Mayra Rios
City Secretary

STAFF REPORT

Planning & Redevelopment Department
Zoning Division
1034 E. Levee St. 2nd Floor
Brownsville, TX 78520
(956) 548-6150



APPLICATION DETAILS

Applicant/Representative: Cirilo Zuniga
Property Address: 970 S Central Ave
Application Type: Rezone
Current Zoning: Residential Single Family (R-1) and Traditional Neighborhood (TN-C)
Application Date: June 4, 2026
CC Meeting Dates: 1st – July 21, 2026 / 2nd August 4, 2026
Overlay(s): None
No. of Mail-outs: 24

Geo ID: 02-7910-0040-1036-00
Case No.: 235-2026-016
Proposed Use: Multifamily Development
Proposed Zoning: Traditional Neighborhood (TN-C)

P&Z Date: July 9, 2026
Electoral District: 1
Annexation Year: 1930-1964
Opposition: No Verbal or Written Opposition

PROPERTY DETAILS

Legal Description: 2.00 acres of land, more or less, comprised of Tract 1, being 0.37 acres of land; and Tract 2, being 1.63 acres of land, both Tracts out of Block 4, El Jardin Subdivision, Share 27 of the Espiritu Santo Grant, Cameron County, Texas, located 970 S Central Ave, Brownsville, Texas 78521.

Roadway Frontage: The subject property is fronting Waco Road, a Local Street, and S Central Ave, a Collector.

Predominant Land Use: The predominant land use is mostly a mix of single family and multifamily residential.

ABUTTING LAND USES (SEE ATTACHED AERIAL VIEW MAP)

North: Single Family Residential, Multifamily Residential
East: Single Family Residential, Multifamily Residential
South: Grandfathered RV Park, Multifamily Residential
West: Single Family Residential, Undeveloped Land

EXISTING ZONING DESIGNATIONS (SEE ATTACHED ZONING MAP)

North: Residential Single Family (R-1), Residential Transition (R-3), Traditional Neighborhood Corridor (TN-C)
East: Traditional Neighborhood Corridor (TN-C),
South: Traditional Neighborhood Corridor (TN-C)
West: Residential Single Family (R-1), Residential Suburban (R-2)

FUTURE LAND USE PLAN (SEE ATTACHED FUTURE LAND USE MAP)

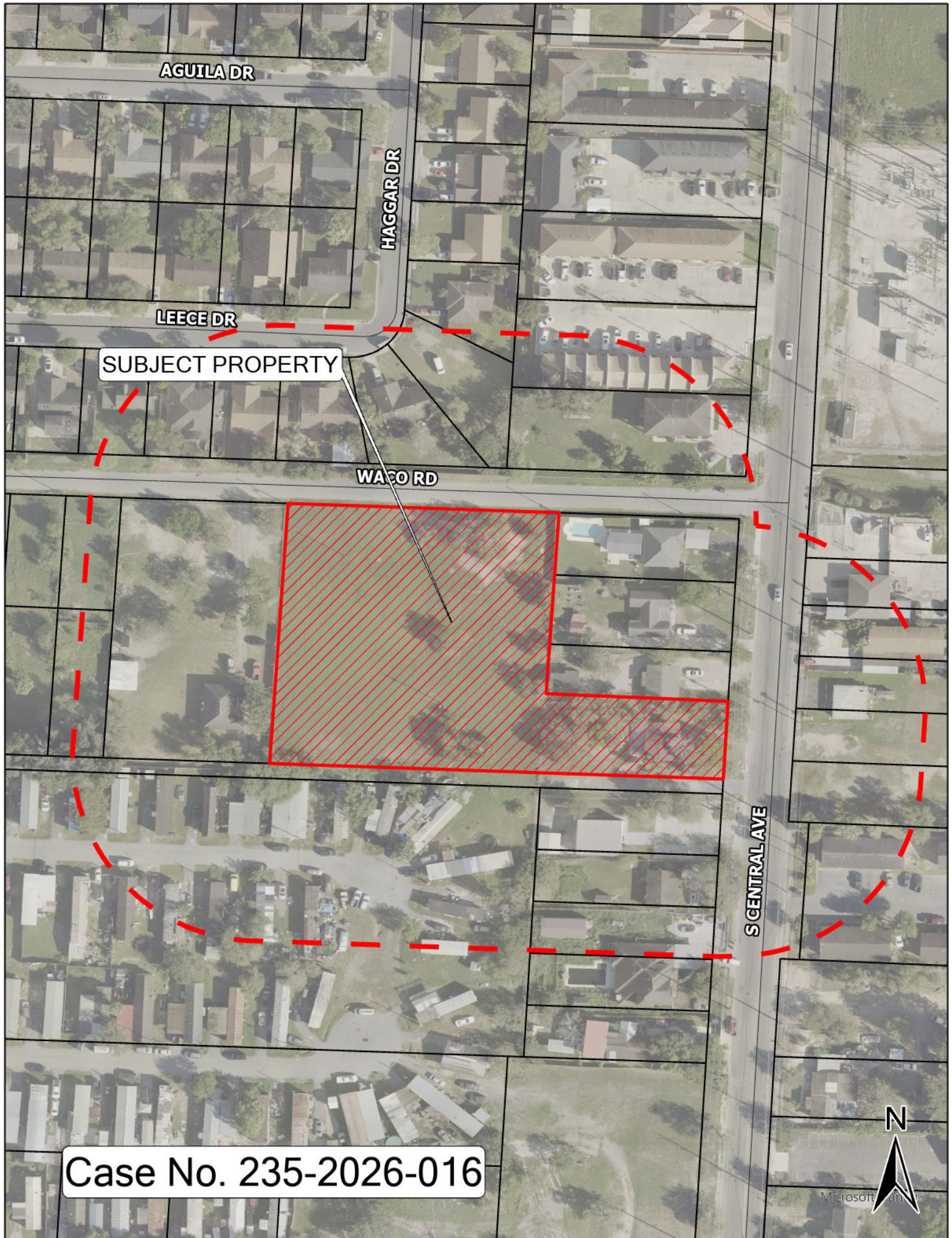
The City of Brownsville Future Land Use Plan indicates that the subject land is located within the Transition East District. Land uses in the East Transition District should be approximately half residential, with the remaining uses a balance of community facilities, commercial, institutional, and industrial land uses. Residential uses should be mostly single family homes on a variety of lot sizes, with an average density of 2 dwelling units per acre. It is the opinion of staff that the request is not consistent with the Future Land Use Plan. However, this request is consistent with the mix of multifamily residential developments in the area.

REVIEW CRITERIA

After an analysis of the subject property and its surrounding context, staff has determined that the proposed zoning and associated use would be compatible with the adjacent zoning districts and land uses, and would not place significant or undue strain on existing public infrastructure, including water, wastewater, and transportation systems.

STAFF RECOMMENDATION

Based upon the analysis presented in this report and observations from the Planning & Redevelopment Department, staff recommends approval of the zoning change request from Residential Single-Family (R-1) and Traditional Neighborhood Corridor (TNC) to Traditional Neighborhood Corridor (TNC)



AGUILA DR

HAGGAR DR

LEECE DR

SUBJECT PROPERTY

WACO RD

S CENTRAL AVE

Case No. 235-2026-016



City of Brownsville Zoning Map

Zoning Districts

-  AG - Agricultural
-  RE - Residential Estate
-  R-1 - Residential Single Family
-  R-2 - Residential Suburban
-  R-3 - Residential Transition
-  TN - Traditional Neighborhood
-  TN-MU - Traditional Neighborhood Mixed Use
-  TN-C - Traditional Neighborhood Corridor
-  DE - Downtown Edge
-  DG - Downtown General
-  DC - Downtown Core
-  CC - Corridor Commercial
-  RC - Reginal Center
-  LI - Light Industrial
-  HI - Heavy Industrial

EXHIBIT "A"

Address:

970 S Central Ave,
Brownsville, Texas, 78521

Proposed Zoning:

Traditional Neighborhood Corridor, TN-C

Current Zoning:

Traditional Neighborhood Corridor (TN-C)
and Residential Single Family (R-1)

Brownsville Electoral District #1





FUTURE LAND USE PLAN

DISTRICTS

- Core Central
- Core East
- Core West
- Downtown Enterprise
- Downtown Riverside
- Emerging City Central
- Emerging City East
- Emerging City West
- Employment Hub
- Future Employment Hub
- Reserve Future City
- Transition Central
- Transition East
- Transition West
- Water Management

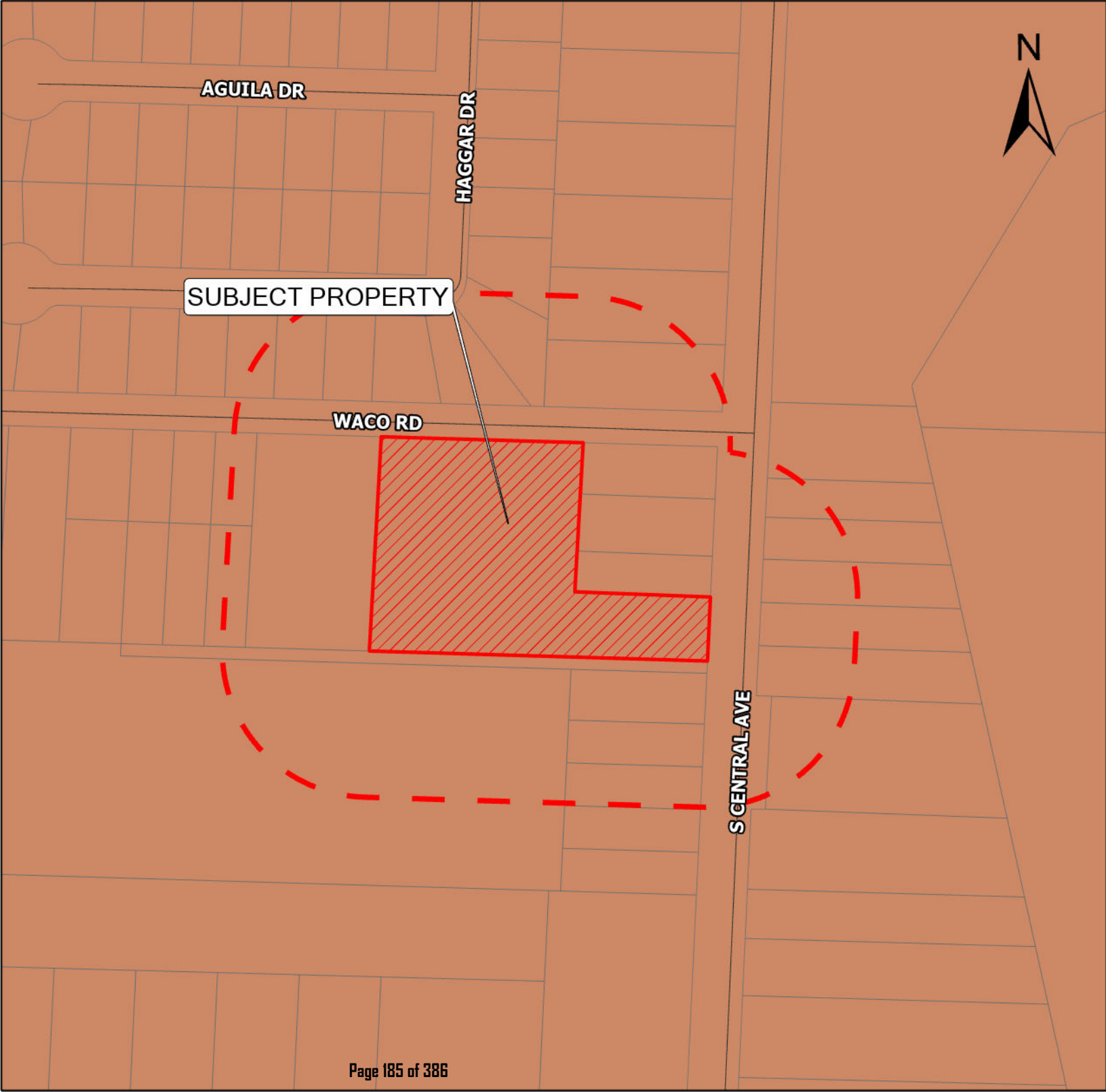
NODES

- Downtown Node
- Primary Regional Node
- Secondary Regional Node
- Sub Regional Node

CORRIDORS

- Gateway Corridor
- Linkage Corridor
- Loop Corridor
- Town Corridor
- Centerlines

Zoning Case No.
235-2026-016





To: Mayor and City Commission
Through: Alan Guard, Interim City Manager
From: Will Trevino, City Attorney
Date: Tuesday, August 4, 2026
Agenda #: Consideration and **APPROVAL** on **SECOND** and **FINAL READING** on **Ordinance Number 2026-1812**, ordering and calling a Charter Election on proposed amendments, during the General Election on November 3, 2026, on the following amendments (Charter Review Committee/ Office of the City Secretary/ Office of the City Attorney):

- a. Amending Charter Art. V., Administrative Provisions, Section 3. - Vacancies (Adding automatic triggers for forfeiting office)
- b. Amending Charter Art. V., Administrative Provisions, Section 3. - Vacancies (Adding discretionary triggers for forfeiting office)
- c. Amending Charter Art. V., Administrative Provisions, to modify Section 4. - Qualifications. (Adding tax delinquency or other liability due to City as a bar to holding office)
- d. Amending Charter Art. V., Administrative Provisions, Section 13 – Compensation (Address Mayor and City Commissioner's compensation)
- e. Amending Charter Art. V., Administrative Provisions, to add 21-B. - Office of the City Secretary (Creating the Office of the City Secretary)
- f. Amending Charter Art. V., Administrative Provisions, to add 21-C. - Office of the City Auditor (Creating the Office of the City Auditor)
- g. Amending the Charter Art. V., Administrative Provisions, to add Section 22-B, Merit Hiring (Adding Merit principle hiring to City Charter)
- h. Amending Charter Art. V., Administrative Provisions, Section 28A. Audit and oversight committee (Increasing the membership on the committee)
- i. Amending Charter Art. V., Administrative Provisions, Section 28A. Audit and oversight committee (general clean-up)
- j. Amending Charter Art. V., Administrative Provisions, to add Section 35, Municipal Campaign Finance (Requiring Commission to set campaign finance regulations by ordinance)

- k. Amending Charter Art. V., Administrative Provisions, to add Section 35, Code of Ethics; Ethics Advisory Commission (Requiring Commission to create an Ethics Board and adopt rules for ethics by ordinance)
- l. Amending Charter Art. VII., General Provisions, to add Section 3-A, - The Initiative (Adding initiative petition procedures for citizens)
- m. Amending Charter Art. VII., General Provisions, to add Section 3-B, - Referendum (Adding referendum procedures for citizens)
- n. Amending the Charter Art. I through VII, except Art. VI, Utilities Board, to revise or eliminate provisions that have been superseded by state law and to update or eliminate archaic language.

Consideración y **APROBACIÓN** en **SEGUNDA** y **ÚLTIMA LECTURA** de la **Ordenanza número 2026-1812**, que ordena y convoca una elección sobre la Carta Constitutiva para someter a votación las enmiendas propuestas durante las Elecciones Generales del 3 de noviembre de 2026, respecto a las siguientes enmiendas (Comité de Revisión de la Carta Constitutiva / Oficina del Secretario Municipal / Oficina del Abogado Municipal):

- a. Enmienda del artículo V de los Estatutos, apartado 3, «Disposiciones administrativas». - Ofertas de empleo (Incorporación de causas automáticas de pérdida del cargo)
- b. Enmienda del artículo V de los Estatutos, «Disposiciones administrativas», apartado 3. — Vacantes (Incorporación de supuestos discrecionales para la pérdida del cargo)
- c. Enmienda del artículo V de los Estatutos, «Disposiciones administrativas», para modificar la sección 4. — Requisitos. (Se añade la morosidad fiscal u otras obligaciones pendientes con el Ayuntamiento como impedimento para el ejercicio de un cargo público)
- d. Enmienda del artículo V de los Estatutos, Disposiciones administrativas, apartado 13: Remuneración (relativo a la compensación del alcalde y de los comisionados)
- e. Enmienda del artículo V de los Estatutos, «Disposiciones administrativas», para añadir el apartado 21-B. — Oficina del Secretario Municipal (Creación de la Oficina del Secretario Municipal)
- f. Enmienda del artículo V de los Estatutos, «Disposiciones administrativas», para añadir el apartado 21-C. — Oficina del Auditor Municipal (Creación de la Oficina del Auditor Municipal)
- g. Enmienda del artículo V de los Estatutos, «Disposiciones administrativas», para añadir la sección 22-B, «Contratación por méritos» (Incorporación del principio de contratación por méritos a los Estatutos de la ciudad)
- h. Enmienda del artículo V de los Estatutos, Disposiciones administrativas, apartado 28A. Comité de auditoría y supervisión (Ampliación del número de miembros del comité)
- i. Enmienda del artículo V de los Estatutos, Disposiciones administrativas, apartado 28A. Comité de auditoría y supervisión (revisión general)
- j. Enmienda del artículo V de los Estatutos, «Disposiciones administrativas», para añadir el artículo 35, «Financiación de las campañas municipales» (por el que se exige a la Comisión que establezca normas sobre la financiación de las campañas mediante ordenanza municipal)

- k. Enmienda del artículo V de los Estatutos, «Disposiciones administrativas», para añadir el artículo 35, «Código deontológico»; Comisión Asesora de Ética (que exige a la Comisión crear un Consejo de Ética y aprobar normas deontológicas mediante ordenanza)
 - l. Enmienda del artículo VII de los Estatutos, «Disposiciones generales», para añadir la sección 3-A: «La iniciativa» (Incorporación de los procedimientos de petición de iniciativa ciudadana)
 - m. Enmienda del artículo VII de los Estatutos, «Disposiciones generales», para añadir la sección 3-B: «Referéndum» (Incorporación de procedimientos de referéndum para los ciudadanos)
 - n. Enmienda de los artículos I a VII de los Estatutos, excepto el artículo VI (Junta de Servicios Públicos), con el fin de revisar o eliminar las disposiciones que hayan quedado derogadas por la legislación estatal y de actualizar o eliminar la redacción arcaica.
-

Summary:

Local Government Code Sec. 9.004, regarding Charter Amendments for Home Rule Cities, specifies that the governing body of a municipality, on its own motion, may submit proposed charter amendments to the municipality's qualified voters for their approval at an election, and specifies that the Charter Amendment election be ordered by ordinance.

The amendments contained herein were proposed and recommended by the Charter Review Committee. The Charter Review Committee met over five (5) public meetings where public hearings were held: May 11th (Chambers), June 1st (Chambers), June 8th (BEC), June 15th (BEC) and June 30th (BEC).

Recommended propositions by the Charter Review Committee were made to the City Commission at its meeting on July 7, 2026.

The first reading seeks to memorialize propositions as directed by the Commission, stylizing the ballot language and identifying how it currently reads in the charter and how it would read upon amendment. Please find attached an Ordinance pertaining to Charter Amendments. The deadline to order an election for November 3, 2026, is August 17, 2026.

Project Scope and Analysis:

These recommendations may be considered for a Charter Amendment Election (Special Election) to coincide with the November 3, 2026, General Election. Recommendations, as directed by the City Commission, will be prepared as potential ballot language for the election order to comply with the Texas Election Code/Secretary of State Election Calendar. The deadline to order an election for November 3, 2026 is August 17, 2026.

Funding:

Source: General Fund

Amount: TBD

Local Contribution if Applicable:

Recommendation:

Staff recommends adopting the Ordinance.

Commission Pillar:

Economic Development, Planning & Zoning, Infrastructure, Public Safety, Quality of Life & Vibrancy, Governance

Attachments:

1. Ord 2026 Charter Amendment Ordinance 07.13.2026 v2

ORDINANCE NUMBER 2026-1812

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BROWNSVILLE ORDERING AND CALLING A SPECIAL ELECTION FOR A CHARTER ELECTION ON PROPOSED AMENDMENTS TO THE CITY CHARTER, AND RELATED MATTERS.

WHEREAS, the Charter of the City of Brownsville, a home rule city organized and existing under the Constitution and Laws of the State of Texas, has not been amended within the preceding two years from the date of the Special Election scheduled for November 3, 2026; and

WHEREAS, it is officially found and determined that the meeting at which this Ordinance was adopted was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by the Texas Open Meetings Act and Charter of the City of Brownsville; and,

WHEREAS, the City Commission of said City desires to submit the hereinafter set forth amendments to said Charter to the electorate of the City of Brownsville:

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

SECTION 1. Special Election Date; Propositions. This Special Election will be held in conjunction with the November General Election. This Special Election shall be held in and throughout the City of Brownsville on Tuesday, the 3rd day of November 2026, between the hours of 7:00 A.M. and 7:00 P.M., which is within the time prescribed by law, at the places designated for the General Election, and at which the following Propositions, expressed substantially below and as shown in greater detail in Exhibit “B”, as proposed amendments to the existing Charter of the City of Brownsville, will be submitted to the duly qualified voters of the City of Brownsville, for adoption or rejection.

Proposition A: Shall Article V, Section 3 of the City Charter of the City of Brownsville be amended to require that a City Commissioner automatically forfeits their office if he or she lacks at any time during the term of office any qualification for holding the office prescribed by the Charter or by law; fails to meet the residency requirements for election to office; is convicted of a felony; fails to attend three consecutive regular Commission meetings without being excused by the Commission; violates the prohibited personal financial interest provision set forth in Article V, Section 4, or any other provisions of this Charter that prescribe forfeiture; or fails to attend six consecutive or non-consecutive regular Commission meetings in any twelve-month period with or without being excused by the City Commission?

FOR []
AGAINST []

Proposition B: Shall Article V, Section 3 of the City Charter of the City of Brownsville be amended to state that if the Mayor or a City Commission Member is convicted of any criminal offense other than a felony or Class C Misdemeanor, the City Attorney shall file a petition for Declaratory Judgement with the District Courts of Cameron County for a determination on whether

the crime is one involving moral turpitude. If it is determined by the District Court Judge that the Mayor or Commission Member was convicted of a crime involving moral turpitude, then the City Commission shall automatically order a recall election at the next allowable election date under the Texas Elections Code and dispense of the certified recall petition required under Section 5(a) of the City Charter?

FOR []
AGAINST []

Proposition C: Shall Article V, Section 4 of the City Charter of the City of Brownsville be amended to require a candidate for City Commission, or a current office holder, to not be personally delinquent in the payment of any taxes or other liability due the city or be disqualified by reason of any provision of any other section of the City Charter?

FOR []
AGAINST []

Proposition D: Shall Article V, Section 13 of the City Charter of the City of Brownsville be amended to provide that the mayor's annual pay be set at the rate of sixty-two thousand five hundred dollars (\$62,500) and that the city commissioners' annual pay be set at the rate of fifty thousand dollars (\$50,000), with such compensation applicable only to individuals elected to office for the first time after the effective date of this charter amendment, and not to currently serving elected officials?

FOR []
AGAINST []

Proposition E: Shall the City Charter of the City of Brownsville be amended by adding section 21-B to Article V, providing for the appointment of a city secretary and defining the duties and powers of the office of the city secretary, including the obligation to attend all meetings of the City Commission and keep accurate minutes of its proceedings; engross and enroll all laws, resolutions and ordinances of the City Commission; preserve and keep in order all books, papers, documents, records and files of the City Commission of the executive departments; and keep a record of all commissions and licenses issued and shall countersign the same; appoint such assistants and staff as may be approved in the adopted budget of the City; have custody of the seal of the City and shall affix sample to such documents and, obligations of the City as he/she may be legally authorized to do?

FOR []
AGAINST []

Proposition F: Shall the City Charter of the City of Brownsville be amended by adding section 21-C to Article V, providing for the appointment and removal of a City Auditor and defining the duties and powers of the Office of the City Auditor, including the obligation to conduct, or cause to be conducted, financial, fiscal compliance, and financial procedure audits, as well as performance, investigative, and other audits, of all city departments, offices, agencies, created entities, corporations, and programs; serve as an advisor to the Audit and Oversight Committee and report to them administrative and operational functions of the Office of the City Auditor?

FOR []
AGAINST []

Proposition G: Shall Article V of the City Charter of the City of Brownsville be amended to add Section 22-B, Merit Hiring to add that city employees or appointed officials shall be selected or hired on the basis of the merit principle?

FOR []
AGAINST []

Proposition H: Shall Article V, Section 28(A) of the City Charter of the City of Brownsville be amended to allow the City Commission to appoint 7 members instead of 5 members to the Audit and Oversight Committee, with each City Commissioner making a nomination for appointment to the Committee when a vacancy exists by virtue of a term-limit, resignation, death, or other incapacity?

FOR []
AGAINST []

Proposition I: Shall Article V, Section 28(A) of the City Charter of the City of Brownsville be amended to authorize the Audit and Oversight Committee to engage external auditors, as the committee requires, in carrying out its responsibilities to include the authority to hire and terminate external auditors and advisors, as well as the responsibility to approve services and fees paid to such resources?

FOR []
AGAINST []

Proposition J: Shall Article V of the City Charter of the City of Brownsville be amended to add Section 35, Municipal Campaign Finance to require the City Commission to set municipal campaign finance regulations that comply with federal and state law?

FOR []
AGAINST []

Proposition K: Shall Article V of the City Charter of the City of Brownsville be amended to add Section 36, Code of Ethics; Ethics Board, requiring the City Commission to create an Ethics Board and adopt conflict of interest and disclosure rules via ordinance through the adoption of an Ethics Code for elected officials, appointed officials, and city employees?

FOR []
AGAINST []

Proposition L: Shall Article VII of the City Charter of the City of Brownsville be amended to add Section 3-A, Initiative, Shall Article VII of the City Charter of the City of Brownsville be amended

to add Section 3-A, Initiative, establishing an initiative process allowing qualified voters to propose ordinances not in conflict with the Charter or state law; requiring that an initiative petition be signed by at least ten percent of the registered voters of the City; establishing petition-circulation, affidavit, and filing requirements; providing procedures for certification of petition sufficiency and amendment of petitions; requiring the City Commission to consider proposed ordinances and take final action within thirty days; requiring that initiated measures be submitted to the voters if not passed by the Commission or if passed in a different form; establishing ballot requirements for initiated ordinances and for alternative ordinances proposed by the Commission; authorizing initiated ordinances adopted by the voters to be amended or repealed after two years; permitting multiple measures to be submitted at the same election; prohibiting the initiation of the same subject for two years after defeat; and prohibiting initiative elections from being held more frequently than once every six months?

FOR ☐
AGAINST ☐

Proposition M: Shall Article VII of the City Charter of the City of Brownsville be amended to add Section 3-B, Referendum, establishing a referendum process that allows qualified voters to require that ordinances of a general nature be submitted for voter approval before taking effect; requiring that a referendum petition be signed by at least ten percent of the registered and qualified voters of the City; providing procedures for submitting and certifying referendum petitions; authorizing the City Commission to amend proposed ordinances before an election; establishing the ballot language for such elections; and permitting ordinances adopted by referendum to be amended or repealed by the City Commission after six months?

FOR ☐
AGAINST ☐

Proposition N: Shall the City’s Charter Article I through VII, except Article VI, Utilities Board, of the City of Brownsville, be amended to revise or eliminate provisions that have been superseded by state law and to update or eliminate archaic language to current usage?

FOR ☐
AGAINST ☐

Section 2. Early Voting. It is hereby so ordered that early voting by personal appearance shall be conducted by the Cameron County Elections Administrator at the following six (6) locations in Brownsville, Texas, beginning on Monday, October 19, 2026, and ending on Friday, October 30, 2026, as shown in Exhibit “A”, or for such additional days as provided by law.

Main site:

- Cameron County Courthouse Judicial Complex, 954 E. Harrison St.

Branch sites:

- Brownsville Public Library, Main Branch at 2600 Central Blvd.;
- Brownsville Public Library-Southmost Branch at 4320 Southmost Blvd.;

- University of Texas Rio Grande Valley (UTRGV-BINAB) Interdisciplinary Academic Bldg., One West University Blvd.;
- New Horizon Medical Center at 191 E. Price Road;
- Good Shepherd Community Church at 300 W. Morrison Rd.

Application for early voting ballot by mail must be received no later than 5:00 P.M. on Friday, October 23, 2026, and said ballots must be returned to the Cameron County Elections Administrator no later than Tuesday, November 3, 2026 (Election Day) at 7:00 p.m. if carrier envelope is not postmarked, OR Wednesday, November 4, 2026 (next business day after Election Day) at 5:00 p.m. if carrier envelope is postmarked by 7:00 p.m. at the location of the election on Election Day (unless overseas or military voter deadlines apply). The Cameron County Elections Administrator is hereby appointed to serve as the Early Voting Clerk. Applications for a ballot by mail can be sent to: Cameron County Elections Department, P.O. Box 3587, Brownsville, Texas 78523. The elections administrator is authorized to provide mobile voting and temporary early voting locations compatible with the General Election. The early election clerk and election administrator may modify these locations, dates, and times so long as such changes are in compliance with state law.

Section 3. Form of Ballot and Voting System. EXCEPT as hereinafter provided with reference to early voting, it has been determined, and it is hereby so ordered, that for this Special Election, the voting in all precincts shall be by the use of electronically coded paper ballots or a voting system certified by the Texas Secretary of State. The City of Brownsville shall contract with the Cameron County Elections Administrator to conduct its City Elections, and the voting system used by Cameron County and certified by the Texas Secretary of State is the EVS 5.2.2.0, ExpressVote, and AutoMARK. Ballots will be scanned and tabulated using the ES&S DS200 Precinct Scanner and Tabulator. The AutoMARK ADA-Compliant Ballot Marking Device shall be provided for voters who are blind, visually impaired, or have a disability or condition that makes it difficult to traditionally mark a ballot, as at least one accessible voting equipment or a direct recording device is required at each early voting and election day polling place by state and federal law. The Cameron County Elections Administrator may substitute these machines with an approved and certified system by the Texas Secretary of State.

Each amendment may not contain more than one subject, and the ballot shall be prepared so that a voter may approve or disapprove any one or more amendments without having to approve or disapprove all of the amendments.

The official ballot for said Special Election shall be prepared in accordance with the Texas Election Code to permit the electors to vote “FOR” or “AGAINST” the aforesaid PROPOSITIONS, with the ballots to contain such provisions, markings, and language as required by law, and with such PROPOSITIONS to be set forth substantially as provided in Section 1 of this document.

Section 4. Qualified Voters. Only the duly qualified voters of the City of Brownsville shall be permitted to vote in this Special Election, and the ballots and manner of holding such election shall be governed by the laws governing other general elections, insofar as the same by the applicable, except where otherwise provided by the Constitution, statutes, and the Charter of the City of Brownsville, and immediately thereafter the officers holding the same shall make due returns of the results thereof in the manner provided by law.

Section 5. Election Precincts, Polling Places and Election Judges. For this Special Election, the election precincts into which the City of Brownsville is divided shall be the precincts for this Special Election, and the early voting and election day polling locations shall be at the location selected by the Cameron County Elections Administrator for the General Election and the election officers for each such precinct shall be those selected by the Cameron County Elections Administrator for the General Election; and all voters shall vote in the election precinct of their residence.

Section 6. Filling Vacancies. The Cameron County Elections Administrator is hereby appointed to fill vacancies among such election officers, hereafter, in the event of the failure or refusal of any of them to serve.

Section 7. Early Voting Ballot Board. An early voting ballot board is hereby created to process early voting results, and the Cameron County Elections Administrator, in consultation with the City of Brownsville, shall appoint the presiding Judge of said Board. The presiding Judge shall appoint at least two other members of the board.

Section 8. Bilingual Election Materials. All election materials (including notice of the election, ballots, instruction cards, affidavits, and other forms which voters may be required to sign) and all early and later voting materials shall be printed in both English and Spanish, or Spanish translation thereof, and/or other assistance shall be provided, as required by the Texas Election Code and by all federal and as required by applicable state and federal laws, each as amended.

Section 9. Notice. Notice of the Special Election, including a substantial copy of this ordinance, signed by the Mayor, or Mayor Pro Tem, attested by the City Secretary, and otherwise as prescribed by law, shall be given. Notice of the Special Election shall be published in a newspaper of general circulation published in the municipality and shall be published on the same day in each of two successive weeks, with the first publication occurring before the 14th day before the date of the Special Election. The notice must also include a substantial copy of the proposed amendments and include an estimate of the anticipated fiscal impact to the municipality if each of the proposed amendments is approved at the Special Election.

Section 10. Publication of Notice. The City Secretary is hereby ordered and directed to cause such notice to be published in *The Brownsville Herald*, a newspaper of general circulation, published in the City of Brownsville, which publication shall be made on the same day in each of two successive weeks, with the first publication occurring before the 14th day before the date of the Special Election, as required by the Local Government Code Sec. 9.004. A copy of such notice shall be posted on the City's Elections Webpage, bulletin board, and in a window in the City Hall-Federal Building, located at the City Hall, Federal Building, located at 1001 E. Elizabeth Street, Brownsville, Texas, used for the posting of notices of the meetings of the governing body of the City of Brownsville and at City Plaza, located at 1034 E. Levee Street, and at all mandatory locations and at any additional optional locations. When such publication and posting has been done, the City Secretary shall attach a certificate to the original of such notice showing compliance with this order and shall keep the same, together with a clipping from such newspaper of the notice as published, and City Secretary shall request a publisher's affidavit from the newspaper. The City Secretary may contract with Cameron County Elections Administrator to publish the notice of Special Election in a newspaper of general circulation, as practicable.

Section 11. Effective Date of Ordinance. This Ordinance shall become effective immediately upon its adoption.

INTRODUCED at a **PUBLIC HEARING AND PASSED ON** First Reading on the 21st day of July 2026.

PASSED, APPROVED, and ADOPTED ON SECOND AND FINAL READING on this the 4th day of August 2026.

John Cowen, Jr.
Mayor

ATTEST:

Mayra Rios, TRMC
City Secretary

**APPROVED AS TO FORM
AND LEGALITY**

Guillermo (Will) S. Trevino
City Attorney

Exhibit “A”

Notice of Early Voting Locations for the General Election to be held on November 3, 2026

Early voting by personal appearance will be conducted at the following locations, dates, and times:

LOCATION	ADDRESS	DATES	TIMES
Main Early Voting Place	Cameron County Courthouse Judicial Complex 954 E. Harrison St. Brownsville, Texas	Monday, Oct. 19 thru Friday, Oct. 23	9:00 am to 7:00 pm
		Saturday, Oct. 24	8:00 am to 8:00 pm
		Sunday, Oct. 25	10:00 am to 5 pm
		Monday, Oct. 26 thru Friday, Oct. 30	8:00 am to 8:00 pm
Brownsville Public Library	2600 Central Blvd. Brownsville, Texas	Monday, Oct. 19 thru Friday, Oct. 23	9:00 am to 7:00 pm
		Saturday, Oct. 24	8:00 am to 8:00 pm
		Sunday, Oct. 25	10:00 am to 5 pm
		Monday, Oct. 26 thru Friday, Oct. 30	8:00 am to 8:00 pm
BISD Administrative Bldg	1900 E. Price Rd Brownsville, Texas	Monday, Oct. 19 thru Friday, Oct. 23	9:00 am to 7:00 pm
		Saturday, Oct. 24 thru Sunday, Oct. 25	10:00 am to 5 pm
		Monday, Oct. 26 thru Friday, Oct. 30	8:00 am to 8:00 pm
Southmost Public Library	4320 Southmost Rd. Brownsville, Texas	Monday, Oct. 19 thru Friday, Oct. 23	9:00 am to 7:00 pm
		Saturday, Oct. 24 thru Sunday, Oct. 25	10:00 am to 5 pm
		Monday, Oct. 26 thru Friday, Oct. 30	8:00 am to 8:00 pm
Cameron Park Community Center (El Centro Cultural)	2100 Gregory Ave. Brownsville, Texas	Monday, Oct. 19 thru Friday, Oct. 23	9:00 am to 7:00 pm
		Saturday, Oct. 26 thru Sunday, Oct. 25	10:00 am to 5 pm
		Monday, Oct. 26 thru Friday, Oct. 30	8:00 am to 8:00 pm
Harlingen County Annex Bldg.	3302 Wilson Rd. Harlingen, Texas	Monday, Oct. 19 thru Friday, Oct. 23	9:00 am to 7:00 pm
		Saturday, Oct. 24	8:00 am to 8:00 pm
		Sunday, Oct. 25	10:00 am to 5 pm
		Monday, Oct. 26 thru Friday, Oct. 30	8:00 am to 8:00 pm
San Benito Community Bldg.	210 E. Heywood St. San Benito, Texas	Monday, Oct. 19 thru Friday, Oct. 23	9:00 am to 7:00 pm
		Saturday, Oct. 24	8:00 am to 8:00 pm
		Sunday, Oct. 25	10:00 am to 5 pm
		Monday, Oct. 26 thru Friday, October 30	8:00 am to 8:00 pm
Port Isabel City Hall	305 E. Maxan St Port Isabel, Texas	Monday, Oct. 19 thru Friday, Oct. 23	9:00 am to 7:00 pm
		Saturday, Oct. 24 thru Sunday, Oct. 25	10:00 am to 5 pm
		Monday, Oct. 26 thru Friday, Oct. 30	8:00 am to 8:00 pm
American Legion Hall	219 E. Commercial Ave. La Feria, Texas	Monday, Oct. 19 thru Friday, Oct. 23	9:00 am to 7:00 pm
		Saturday, Oct. 24 thru Sunday, Oct. 25	10:00 am to 5 pm
		Monday, Oct. 26 thru Friday, Oct. 30	8:00 am to 8:00 pm
Los Fresnos Community Center	204 N. Brazil St. Los Fresnos, Texas	Monday, Oct. 19 thru Friday, Oct. 23	9:00 am to 7:00 pm
		Saturday, Oct. 24 thru Sunday, Oct. 25	10:00 am to 5 pm
		Monday, Oct. 26 thru Friday, Oct. 30	8:00 am to 8:00 pm

**Notice of Early Voting Locations for the General Election
to be held on November 3, 2026**

LOCATION	ADDRESS	DATES	TIMES
New Horizon Health Center	191 E. Price Rd. Brownsville, Texas	Monday, Oct. 19 thru Friday, Oct. 23	9:00 am to 7:00 pm
		Saturday, Oct. 24 thru Sunday, Oct. 25	10:00 am to 5 pm
		Monday, Oct. 26 thru Friday, Oct. 30	8:00 am to 8:00 pm
Harlingen Cultural Arts Center	576 "76" Dr. Harlingen, Texas	Monday, Oct. 19 thru Friday, Oct. 23	9:00 am to 7:00 pm
		Saturday, Oct. 24 thru Sunday, Oct. 25	10:00 am to 5 pm
		Monday, Oct. 26 thru Friday, Oct. 30	8:00 am to 8:00 pm
Rio Hondo Municipal Center	121 N. Arroyo Blvd Rio Hondo, Texas	Monday, Oct. 19 thru Friday, Oct. 23	9:00 am to 7:00 pm
		Saturday, Oct. 24 thru Sunday, Oct. 25	10:00 am to 5 pm
		Monday, Oct. 26 thru Friday, Oct. 30	8:00 am to 8:00 pm
Santa Rosa Maria Luisa Ruiz Guerra County Annex Bldg.	116 Santa Vista Ave. Santa Rosa, Texas	Monday, Oct. 19 thru Friday, Oct. 23	9:00 am to 7:00 pm
		Saturday, Oct. 24 thru Sunday, Oct. 25	10:00 am to 5 pm
		Monday, Oct. 26 thru Friday, Oct. 30	8:00 am to 8:00 pm
UTRGV Student Union Salon Gardenia	650 Ringgold Rd. Brownsville, Texas	Monday, Oct. 19 thru Friday, Oct. 23	9:00 am to 7:00 pm
		Saturday, Oct. 24 thru Sunday, Oct. 25	10:00 am to 5 pm
		Monday, Oct. 26 thru Friday, Oct. 30	8:00 am to 8:00 pm
Los Indios Community Center	309 Heywood St. Los Indios, Texas	Monday, Oct. 19 thru Friday, Oct. 23	9:00 am to 7:00 pm
		Saturday, Oct. 24 thru Sunday, Oct. 25	10:00 am to 5 pm
		Monday, Oct. 26 thru Friday, Oct. 30	8:00 am to 8:00 pm
Town of Rancho Viejo City Hall	3301 Carmen Ave. Rancho Viejo, Texas	Monday, Oct. 19 thru Friday, Oct. 23	9:00 am to 7:00 pm
		Saturday, Oct. 24 thru Sunday, Oct. 25	10:00 am to 5 pm
		Monday, Oct. 26 thru Friday, Oct. 30	8:00 am to 8:00 pm
Bob Clark Social Service Center	9901 California Rd. Brownsville, Texas	Monday, Oct. 19 thru Friday, Oct. 23	9:00 am to 7:00 pm
		Saturday, Oct. 24 thru Sunday, Oct. 25	10:00 am to 5 pm
		Monday, Oct. 26 thru Friday, Oct. 30	8:00 am to 8:00 pm
Santa Maria ISD Administrative Bldg.	Board Room 11119 Military Hwy 281 Santa Maria, Texas	Monday, Oct. 19 thru Friday, Oct. 23	9:00 am to 7:00 pm
		Saturday, Oct. 24 thru Sunday, Oct. 25	10:00 am to 5 pm
		Monday, Oct. 26 thru Friday, Oct. 30	8:00 am to 8:00 pm
South Padre Island Community Center	4501 Padre Blvd South Padre Island, Texas	Monday, Oct. 19 thru Friday, Oct. 23	9:00 am to 7:00 pm
		Saturday, Oct. 24 thru Sunday, Oct. 25	10:00 am to 5 pm
		Monday, Oct. 26 thru Friday, Oct. 30	8:00 am to 8:00 pm
City of Laguna Vista City Hall	122 Fernandez St. Laguna Vista, Texas	Monday, Oct. 19 thru Friday, Oct. 23	9:00 am to 7:00 pm
		Saturday, Oct. 24 thru Sunday, Oct. 25	10:00 am to 5 pm
		Monday, Oct. 26 thru Friday, Oct. 30	8:00 am to 8:00 pm

Exhibit “B”

A special election will be held on November 3, 2026, from 7:00 a.m. to 7:00 p.m. for the purpose of allowing voters to determine whether to amend the Brownsville City Charter. Persons interested in voting on these issues may contact the Brownsville City Secretary's Office for information about polling places and other information pertaining to the election or may visit the City's website at www.brownsvilletx.gov.

If the proposed Propositions are adopted by the qualified voters of the City of Brownsville, the following Charter provisions will be amended by adding the underscored words and deleting those struck through. The bracketed italicized language indicates where another proposed Proposition will amend the Charter language within that section if passed. The proposed amendments will read in their entirety as follows:

PROPOSED AMENDMENTS

Amendment Number 1 (Proposition A)

Proposition A: Shall Article V, Section 3 of the City Charter of the City of Brownsville be amended to require that a City Commissioner automatically forfeits their office if he or she lacks at any time during the term of office any qualification for holding the office prescribed by the Charter or by law; fails to meet the residency requirements for election to office; is convicted of a felony; fails to attend three consecutive regular Commission meetings without being excused by the Commission; violates the prohibited personal financial interest provision set forth in Article V, Section 4, or any other provisions of this Charter that prescribe forfeiture; or fails to attend six consecutive or non-consecutive regular Commission meetings in any twelve-month period with or without being excused by the City Commission?

PART I – CHARTER

ARTICLE V. - ADMINISTRATIVE PROVISIONS

Section 3. - Vacancies, Forfeiture of Office, Filling of Vacancies, Ineligibility.

- (A) Vacancies in the office of the Mayor or of a Commission Member shall become vacant upon death, resignation, removal from office in any manner authorized by law, or by forfeiture of office.
- (B) Forfeiture of Office
 - (1) Mandatory Grounds. The Mayor or a Commission Member shall forfeit office if he or she:
 - a. lacks at any time during the term of office any qualification for holding the office prescribed by this Charter or by law;
 - b. fails to meet the residency requirements for election to office as that term is defined in the Texas Elections Code;

- c. is convicted of a felony from which the person has not been pardoned or otherwise released from the resulting disabilities;
- d. fails to attend three consecutive regular City Commission meetings without being excused by the City Commission, which shall not be unreasonably withheld. A special called meeting will not reset the three consecutive regular meetings. The following criteria automatically excuse absences: personal or family illness, death of a family member, jury duty, service in the armed forces, testifying before the legislature, attending a seminar on municipal matters important to the City Commission member's duties, or an absence necessary for the City Commission member's business or employment. At the request of a City Commission member, the City Commission may also consider excusing an absence that does not fall within the criteria for automatically excused absences if approved by a majority vote of the City Commission members present. Such action must be taken at a posted meeting that is not more than two posted meetings from the absence and must be recorded in the minutes;
- e. violates the prohibited personal financial interest provision set forth in City Charter Art. V., Section 4, as determined by the Ethics Advisory Commission or City Attorney, or any other provisions of this Charter that prescribe forfeiture; or
- f. fails to attend six consecutive or non-consecutive regular Commission meetings in any twelve-month period with or without being excused by the City Commission.

[*The following section 2, Potential Grounds, will be added if Proposition B passes -*

- (2) Potential Grounds. If the Mayor or a City Commission Member is convicted of any criminal offense other than a felony or Class C Misdemeanor, the City Attorney shall file a petition for Declaratory Judgement with the District Courts of Cameron County for a determination on whether the crime is one involving moral turpitude. If it is determined by the District Court Judge that the Mayor or Commission Member was convicted of a crime involving moral turpitude, then the City Commission shall automatically order a recall election at the next allowable election date under the Texas Elections Code and dispense of the certified recall petition required under Section 5(a) of the Charter.]

(C) Filling of Vacancies. Vacancies in the city commission shall be filled by majority vote of the remaining members of the said city commission at the first regular meeting thereafter, at which a majority of the remaining members of said city commission can agree, and, until the majority of the remaining members of said city commission can agree, such remaining members shall have the same power, duties and authority, as if they comprised the whole number of members provided for in this Charter, provided, if a majority of the city commission is vacated at any one time, such vacancies shall then be filled by majority vote of the qualified electors of the said city, at a special election for the remainder of the term, as provided by ordinance to be adopted by the remaining members of the city commission.

Note: The additional provisions of this paragraph shall apply to candidates for the offices of mayor and city commissioner beginning with the regular city commission election held on May 1, 2027.

Amendment Number 2 (Proposition B)

Proposition B: Shall Article V, Section 3 of the City Charter of the City of Brownsville be amended to state that if the Mayor or a City Commission Member

is convicted of any criminal offense other than a felony or Class C Misdemeanor, the City Attorney shall file a petition for Declaratory Judgement with the District Courts of Cameron County for a determination on whether the crime is one involving moral turpitude. If it is determined by the District Court Judge that the Mayor or Commission Member was convicted of a crime involving moral turpitude, then the City Commission shall automatically order a recall election at the next allowable election date under the Texas Elections Code and dispense of the certified recall petition required under Section 5(a) of the City Charter?

PART I – CHARTER

ARTICLE V. - ADMINISTRATIVE PROVISIONS

Section 3. - Vacancies, Forfeiture of Office, Filling of Vacancies, Ineligibility.

[The following section A, Vacancies in the office..., and section B, Forfeiture of Office, will be added if Proposition A passes -

- (A) Vacancies in the office of the Mayor or of a Commission Member shall become vacant upon death, resignation, removal from office in any manner authorized by law, or by forfeiture of office.
- (B) Forfeiture of Office
 - (1) Mandatory Grounds. The Mayor or a Commission Member shall forfeit office if he or she:
 - a. lacks at any time during the term of office any qualification for holding the office prescribed by this Charter or by law;
 - b. fails to meet the residency requirements for election to office as that term is defined in the Texas Elections Code;
 - c. is convicted of a felony from which the person has not been pardoned or otherwise released from the resulting disabilities;
 - d. fails to attend three consecutive regular City Commission meetings without being excused by the City Commission, which shall not be unreasonably withheld. A special-called meeting will not reset the three consecutive regular meetings. The following criteria automatically excuse absences: personal or family illness, death of a family member, jury duty, service in the armed forces, testifying before the legislature, attending a seminar on municipal matters important to the City Commission member's duties, or an absence necessary for the City Commission member's business or employment. At the request of a City Commission member, the City Commission may also consider excusing an absence that does not fall within the criteria for automatically excused absences if approved by a majority vote of the City Commission members present. Such action must be taken at a posted meeting that is not more than two posted meetings from the absence and must be recorded in the minutes;
 - e. violates the prohibited personal financial interest provision set forth in City Charter Art. V., Section 4, as determined by the Ethics Advisory Commission or City Attorney, or any other provisions of this Charter that prescribe forfeiture; or

- f. fails to attend six consecutive or non-consecutive regular Commission meetings in any twelve-month period with or without being excused by the City Commission.]

(2) Potential Grounds. If the Mayor or a City Commission Member is convicted of any criminal offense other than a felony or Class C Misdemeanor, the City Attorney shall file a petition for Declaratory Judgement with the District Courts of Cameron County for a determination on whether the crime is one involving moral turpitude. If it is determined by the District Court Judge that the Mayor or Commission Member was convicted of a crime involving moral turpitude, then the City Commission shall automatically order a recall election at the next allowable election date under the Texas Elections Code and dispense of the certified recall petition required under Section 5(a) of the Charter.

(C) Filling of Vacancies. Vacancies in the city commission shall be filled by majority vote of the remaining members of the said city commission at the first regular meeting thereafter, at which a majority of the remaining members of said city commission can agree, and, until the majority of the remaining members of said city commission can agree, such remaining members shall have the same power, duties and authority, as if they comprised the whole number of members provided for in this Charter, provided, if a majority of the city commission is vacated at any one time, such vacancies shall then be filled by majority vote of the qualified electors of the said city, at a special election for the remainder of the term, as provided by ordinance to be adopted by the remaining members of the city commission.

Note: The additional provisions of this paragraph shall apply to candidates for the offices of mayor and city commissioner beginning with the regular city commission election held on May 1, 2027.

Amendment Number 3 (Proposition C)

Proposition C: Shall Article V, Section 4 of the City Charter of the City of Brownsville be amended to require a candidate for City Commission, or a current office holder, to not be personally delinquent in the payment of any taxes or other liability due the city or be disqualified by reason of any provision of any other section of the City Charter?

PART I – CHARTER

ARTICLE V. - ADMINISTRATIVE PROVISIONS

Section 4. - Qualifications.

The mayor and each commissioner shall be citizens of the United States and resident citizens of the City of Brownsville, and have the qualifications of electors therein. The mayor, commissioners and other officers and employees shall not hold any other public office of emolument and shall not be interested in the profits or emoluments of any contracts, job, work, or service for the municipality, or interested in the sale to the city of any supplies, equipment, material, or articles purchased; and shall not be personally delinquent in the payment of any taxes or other liability due the city or be disqualified by reason of any provision of any other section of this Charter. An individual shall not be deemed personally delinquent for purposes of this section if the individual

cures such delinquency within thirty (30) days after receiving written notice from the City of Brownsville of the delinquency; provided, however, that if the individual is a candidate for elective office, the cure period shall expire no later than the last day on which a candidate may file for that office. Any delinquency not cured on or before the last day to file for office shall constitute disqualification. Any elected officer, appointed managerial officer, or managerial employee of the city who shall cease to possess any of the qualifications herein required, or any other section of this Charter, or convicted of a felony while in office, shall immediately ~~shall forthwith~~ forfeit his/her office and any such contract in which any officer or employee is or may become interested may be declared void by the commission.

Note: The additional provisions of this paragraph shall apply to candidates for the offices of mayor and city commissioner beginning with the regular city commission election held on May 1, 2027.

Amendment Number 4 (Proposition D)

Proposition D: Shall Article V, Section 13 of the City Charter of the City of Brownsville be amended to provide that the mayor's annual pay be set at the rate of sixty-two thousand five hundred dollars (\$62,500) and that the city commissioners' annual pay be set at the rate of fifty thousand dollars (\$50,000), with such compensation applicable only to individuals elected to office for the first time after the effective date of this charter amendment, and not to currently serving elected officials?

PART I – CHARTER

ARTICLE V. - ADMINISTRATIVE PROVISIONS

Section 13. - Compensation.

The mayor and city commissioners elected after the adoption of this amendment shall each receive as compensation for their services during their term of office the annual sum of ~~forty~~ sixty-two thousand ~~five hundred~~ five hundred dollars (~~\$40,000~~ 62,500) for the mayor and ~~twenty-five~~ fifty thousand dollars (~~\$25,000~~ 50,000) for city commissioners.

Note: The amendments herein shall only apply to candidates elected to office for the first time after the effective date of this charter amendment, and not to currently serving elected officials.

Amendment Number 5 (Proposition E)

Proposition E: Shall the City Charter of the City of Brownsville be amended by adding section 21-B to Article V, providing for the appointment of a city secretary and defining the duties and powers of the office of the city secretary, including the obligation to attend all meetings of the City Commission and keep accurate minutes of its proceedings; engross and enroll all laws, resolutions and ordinances of the City Commission; preserve and keep in order all books, papers, documents, records and files of the City Commission of the executive departments; and keep a record of all commissions and licenses issued and shall countersign the same; appoint such

assistants and staff as may be approved in the adopted budget of the City; have custody of the seal of the City and shall affix sample to such documents and, obligations of the City as he/she may be legally authorized to do?

PART I – CHARTER

ARTICLE V. - ADMINISTRATIVE PROVISIONS

21-B. - Office of the City Secretary

- (a) Upon consultation with the City Manager, the City Commission, by majority vote, may appoint and remove a City Secretary. He/she shall serve at the pleasure of the City Commission and receive such compensation as determined by the City Commission.
- (b) Unless excused by the City Commission for good cause, he/she shall attend all meetings of the City Commission and keep accurate minutes of its proceedings; engross and enroll all laws, resolutions and ordinances of the City Commission; preserve and keep in order all books, papers, documents, records and files of the City Commission of the executive departments; and keep a record of all commissions and licenses issued and shall countersign the same. He/she shall appoint such assistants and staff as may be approved in the adopted budget of the City. He/she shall have custody of the seal of the City and shall affix sample to such documents and, obligations of the City as he/she may be legally authorized to do. The City Commission may adopt such ordinances or resolutions as are necessary to administer and govern such offices.
- (c) In no event shall a City Secretary be terminated within ninety (90) days after a general election, except for misconduct, malfeasance or misfeasance.

Amendment Number 6 (Proposition F)

Proposition F: Shall the City Charter be amended by adding section 21-C to Article V, providing for the appointment and removal of a City Auditor and defining the duties and powers of the Office of the City Auditor, including the obligation to conduct, or cause to be conducted, financial, fiscal compliance, and financial procedure audits, as well as performance, investigative, and other audits, of all city departments, offices, agencies, created entities, corporations, and programs; serve as an advisor to the Audit and Oversight Committee and report to them administrative and operational functions of the Office of the City Auditor?

PART I – CHARTER

ARTICLE V. - ADMINISTRATIVE PROVISIONS

21-C. - Office of the City Auditor

- (a) Office of the City Auditor Created: There shall be an Office of the City Auditor which is charged with conducting, or causing to be conducted, financial, fiscal compliance, and financial procedure audits, as well as performance, investigative, and other audits, of all

city departments, offices, agencies, created entities, corporations, and programs. The Office of the City Auditor shall follow government auditing standards for Texas municipal governments as promulgated by local, state, and federal agencies.

- (b) Appointment by the City Commission; Compensation: The Office of the City Auditor shall be under the direction and control of the City Auditor, who shall be appointed by the City Commission. The City Auditor must be a person knowledgeable in public administration, public financial and fiscal practices, and governmental accounting and auditing. The City Auditor's compensation shall be fixed by the City Commission.
- (c) Term, removal, absence, or disability of City Auditor: The City Auditor shall not be appointed for a definite fixed time. The City Auditor shall only be removed from office upon recommendation of a majority vote of the entire Audit and Oversight Committee to the City Commission, followed by an affirmative vote of not less than a majority of the entire Commission to remove. The Audit and Oversight Committee may suspend the City Auditor pending the City Commission's vote. If the recommendation or suspension of the City Auditor is after the City Auditor has served six (6) months in office, the City Auditor may demand written charges and, upon request, shall have the right to be heard thereon at a public meeting of the City Commission prior to the date the City Commission votes to remove or reinstate the City Auditor from office. The City Auditor shall file the request to demand written charges and the right to be heard with the Office of the City Attorney within seven (7) business days of the Audit and Oversight's recommendation to remove or suspend the City Auditor from office. The City Commission shall not vote on the reinstatement or removal of the City Auditor from office until the tenth (10) business day after the Audit and Oversight Committee makes its recommendation. The vote of the City Commission on whether to reinstate or remove the City Auditor shall be final. In case of the removal, absence, or disability of the City Auditor, the City Commission may designate some qualified person to perform the duties of the office.
- (d) Advisor to Audit and Oversight Committee: Consistent with other provisions of this Charter, the City Auditor shall advise the Audit and Oversight Committee and report to them the administrative and operational functions of the Office of the City Auditor.
- (e) Duties: The City Auditor shall oversee all administrative and operational functions of the Office of the City Auditor. The City Auditor, under the supervision of the Audit and Oversight Committee, shall develop policies and procedures for implementing the purpose and responsibility of the Committee.
- (f) Appointment of Assistants: Within the budget approval process and personnel procedures established by the City Commission for all departments, the City Auditor shall have the power to appoint, employ and remove such assistants, employees and personnel as he/she may deem necessary for the efficient administration of the affairs of the Office of the City Auditor and to prescribe and fix their duties, scope of authority and qualifications.

PART I – CHARTER

ARTICLE V. - ADMINISTRATIVE PROVISIONS

Section 28A. – Audit and oversight committee

There is established by this Charter the Audit and Oversight Committee.

- (a) The Committee shall assist City Commission and management by providing independent advice and guidance on the adequacy of the entity's initiatives regarding values and ethics, governance structure, risk management, internal control framework, oversight of the internal audit activity, external auditors and other providers of assurance, as well as financial statements and public accountability reporting.
- (b) The Committee shall provide City Commission with advice and guidance regarding the adequacy and effectiveness of management's practices and potential improvements to those practices.

[The following subsection c will be added if Proposition H passes -

- (c) The Committee shall consist of ~~five~~ seven (7) members with each City Commission member appointing one committee member. At least two, but not more than three members of the Committee shall be from the current body of the City Commission. The appointment of each member shall be approved by a vote of no less than five out of the seven members of City Commission. The members of the Committee should collectively possess sufficient knowledge of audit, finance, computer technology, law, governance, and risk and control.]
- (d) In discharging its responsibilities, the Committee, and its designees, through the Office of the City Auditor, shall have unrestricted access to members of city management, city employees, and information it deems necessary to discharge its duties.
- (e) The Committee shall ~~institute and~~ oversee the Office of the City Auditor which shall conduct, in consultation with the Office of the City Attorney, or other city departments, when appropriate, any special investigations or activities related to ~~its~~ the Committee's purpose which are necessary in discharging its duties. In conducting such investigations, the committee may compel the attendance of witnesses, the production of books and papers and other evidence, and for that purpose may issue subpoenas or attachments as provided by City Charter.
- (f) The Committee shall meet at least quarterly, and all meetings of the Committee shall be posted and conducted in accordance with the Texas Open Meetings Act.

[The following subsection g will be added if Proposition I passes -

- (g) The Committee shall, in consultation with the City Auditor, provide advice to the City Commission with respect to oversight for financial reporting, internal controls and auditing activities ~~employ a city auditor who shall oversee all administrative and operational functions of the Office of the City Auditor. The city auditor, under the supervision of the Committee, shall develop policies and procedures for implementing the purpose and responsibility of the Committee. The Committee shall be authorized to engage external auditors, as the committee requires, in carrying out its responsibilities. This includes the authority to hire and terminate external auditors and advisors, as well as the responsibility~~

to approve services and fees paid to such resources, but not the authority to hire or terminate the external Certified Public Accountant that conducts the annual audit and examination of the City's fiscal year budget.

- (h) The Committee shall report to the City Commission annually, summarizing the committee's activities and recommendations.
- (i) City Commission shall adopt an ordinance implementing the terms of this subsection.

Amendment Number 7 (Proposition G)

Proposition G: Shall Article V of the City Charter of the City of Brownsville be amended to add Section 22-B, Merit Hiring to add that city employees or appointed officials shall be selected or hired on the basis of the merit principle?

PART I – CHARTER

CHARTER ARTICLE V. ADMINISTRATIVE PROVISIONS

Section 22-B – Merit Hiring

- (a) Merit Principle. All appointments, employment, and promotions of city officers and employees shall be made solely on the basis of merit and fitness demonstrated by a valid and reliable examination, licensure, experience, or other evidence of competence.
- (b) Merit System. Consistent with all applicable federal and state laws, the City Commission, at the recommendation of the City Manager, shall adopt such personnel policies as necessary for the establishment, regulation, and maintenance of a merit system governing the effective administration of the employees of the city's departments, offices and agencies, including but not limited to classification and pay plans, examinations, force reduction, removals, working conditions, provisional and exempt appointments, in-service training, grievances and relationships with employee organizations.

Amendment Number 8 (Proposition H)

Proposition H: Shall Article V, Section 28(A) of the City Charter of the City of Brownsville be amended to allow the City Commission to appoint 7 members instead of 5 members to the Audit and Oversight Committee, with each City Commissioner making a nomination for appointment to the Committee when a vacancy exists by virtue of a term-limit, resignation, death, or other incapacity?

PART I – CHARTER

ARTICLE V. - ADMINISTRATIVE PROVISIONS

Section 28A. – Audit and oversight committee

There is established by this Charter the Audit and Oversight Committee.

- (a) The Committee shall assist City Commission and management by providing independent advice and guidance on the adequacy of the entity's initiatives regarding values and ethics, governance structure, risk management, internal control framework, oversight of the internal audit activity, external auditors and other providers of assurance, as well as financial statements and public accountability reporting.
- (b) The Committee shall provide City Commission with advice and guidance regarding the adequacy and effectiveness of management's practices and potential improvements to those practices.
- (c) The Committee shall consist of ~~five~~ seven (7) members with each City Commission member appointing one committee member. At least two, but not more than three members of the Committee shall be from the current body of the City Commission. The appointment of each member shall be approved by a vote of no less than five out of the seven members of City Commission. The members of the Committee should collectively possess sufficient knowledge of audit, finance, computer technology, law, governance, and risk and control.]

[The following subsections d and e will be amended if Proposition F passes -

- (d) In discharging its responsibilities, the Committee, and its designees, through the Office of the City Auditor, shall have unrestricted access to members of city management, city employees, and information it deems necessary to discharge its duties.
- (e) The Committee shall ~~institute and~~ oversee the Office of the City Auditor which shall conduct, in consultation with the Office of the City Attorney, or other city departments, when appropriate, any special investigations or activities related to ~~its~~ the Committee's purpose which are necessary in discharging its duties. In conducting such investigations, the committee may compel the attendance of witnesses, the production of books and papers and other evidence, and for that purpose may issue subpoenas or attachments as provided by City Charter.]
- (f) The Committee shall meet at least quarterly, and all meetings of the Committee shall be posted and conducted in accordance with the Texas Open Meetings Act.

[The following subsection g will be added if Proposition I passes -

- (g) The Committee shall, in consultation with the City Auditor, provide advice to the City Commission with respect to oversight for financial reporting, internal controls and auditing activities ~~employ a city auditor who shall oversee all administrative and operational functions of the Office of the City Auditor. The city auditor, under the supervision of the Committee, shall develop policies and procedures for implementing the purpose and responsibility of the Committee. The Committee shall be authorized to engage external auditors, as the committee requires, in carrying out its responsibilities. This includes the authority to hire and terminate external auditors and advisors, as well as the responsibility to approve services and fees paid to such resources, but not the authority to hire or terminate~~

the external Certified Public Accountant that conducts the annual audit and examination of the City's fiscal year budget.

- (h) The Committee shall report to the City Commission annually, summarizing the committee's activities and recommendations.
- (i) City Commission shall adopt an ordinance implementing the terms of this subsection.

Amendment Number 9 (Proposition I)

Proposition I: Shall Article V, Section 28(A) of the City Charter be amended to authorize the Audit and Oversight Committee to engage external auditors, as the committee requires, in carrying out its responsibilities to include the authority to hire and terminate external auditors and advisors, as well as the responsibility to approve services and fees paid to such resources?

PART I – CHARTER

ARTICLE V. - ADMINISTRATIVE PROVISIONS

Section 28A. – Audit and oversight committee

There is established by this Charter the Audit and Oversight Committee.

- (a) The Committee shall assist City Commission and management by providing independent advice and guidance on the adequacy of the entity's initiatives regarding values and ethics, governance structure, risk management, internal control framework, oversight of the internal audit activity, external auditors and other providers of assurance, as well as financial statements and public accountability reporting.
- (b) The Committee shall provide City Commission with advice and guidance regarding the adequacy and effectiveness of management's practices and potential improvements to those practices.

[The following subsection c will be added if Proposition H passes -

- (c) The Committee shall consist of ~~five~~ seven (7) members with each City Commission member appointing one committee member. At least two, but not more than three members of the Committee shall be from the current body of the City Commission. The appointment of each member shall be approved by a vote of no less than five out of the seven members of City Commission. The members of the Committee should collectively possess sufficient knowledge of audit, finance, computer technology, law, governance, and risk and control.]

[The following subsections d and e will be amended if Proposition F passes -

- (d) In discharging its responsibilities, the Committee, and its designees, through the Office of the City Auditor, shall have unrestricted access to members of city management, city employees, and information it deems necessary to discharge its duties.

- (e) The Committee shall ~~institute and~~ oversee the Office of the City Auditor which shall conduct, in consultation with the Office of the City Attorney, or other city departments, when appropriate, any special investigations or activities related to ~~its~~ the Committee's purpose which are necessary in discharging its duties. In conducting such investigations, the committee may compel the attendance of witnesses, the production of books and papers and other evidence, and for that purpose may issue subpoenas or attachments as provided by City Charter.]
- (f) The Committee shall meet at least quarterly, and all meetings of the Committee shall be posted and conducted in accordance with the Texas Open Meetings Act.
- (g) The Committee shall, in consultation with the City Auditor, provide advice to the City Commission with respect to oversight for financial reporting, internal controls and auditing activities ~~employ a city auditor who shall oversee all administrative and operational functions of the Office of the City Auditor. The city auditor, under the supervision of the Committee, shall develop policies and procedures for implementing the purpose and responsibility of the Committee. The Committee shall be authorized to engage external auditors, as the committee requires, in carrying out its responsibilities. This includes the authority to hire and terminate external auditors and advisors, as well as the responsibility to approve services and fees paid to such resources, but not the authority to hire or terminate the external Certified Public Accountant that conducts the annual audit and examination of the City's fiscal year budget.~~
- (h) The Committee shall report to the City Commission annually, summarizing the committee's activities and recommendations.
- (i) City Commission shall adopt an ordinance implementing the terms of this subsection.

Amendment Number 10 (Proposition J)

Proposition J: Shall Article V of the City Charter of the City of Brownsville be amended to add Section 35, Municipal Campaign Finance, to require the City Commission to set municipal campaign finance regulations that comply with federal and state law?

PART I – CHARTER

ARTICLE V. - ADMINISTRATIVE PROVISIONS

Section 35 – Municipal Campaign Finance

- (a) **Disclosure.** The city commission shall enact ordinances to protect the ability of city residents to be informed of the financing used in support of, or against, campaigns for locally elected office. The terms of such ordinances shall include, but not be limited to, requirements upon candidates and candidate committees to report in a timely manner to the appropriate city office: contributions received, including the name and address of each contributor who has contributed; expenditures made; and obligations entered into by such

candidate or candidate committee. In so far as is permissible under federal and state law, such regulations shall also provide for fines and imprisonment for violations. The ordinance shall provide for convenient public disclosure of such information by the most appropriate means available to the city.

- (b) **Contribution and Spending Limitations.** In order to combat the potential for, and appearance of, corruption, and to preserve the ability of all qualified community members to run for public office, the city shall, in so far as is permitted by federal and state law, have the authority to enact ordinances designed to limit contributions and expenditures by, or on behalf of, candidates for locally elected office. Ordinances pursuant to this section may include but are not limited to: limitations on candidate and candidate committees that affect the amount, time, place, and source of financial and in-kind contributions; and, voluntary limitations on candidate and candidate committee expenditures tied to financial or non-financial incentives.

Amendment Number 11 (Proposition K)

Proposition K: Shall Article V of the City Charter of the City of Brownsville be amended to add Section 36, Code of Ethics; Ethics Board, requiring the City Commission to create an Ethics Board and adopt conflict of interest and disclosure rules via ordinance through the adoption of an Ethics Code for elected officials, appointed officials, and city employees?

PART I – CHARTER

ARTICLE VII. - GENERAL PROVISIONS

Section 36 – Code of Ethics; Ethics Board:

- (a) **Code of Ethics.** The use of public office for private gain is prohibited. The city commission shall implement this prohibition by ordinance, the terms of which shall include, but not be limited to: acting in an official capacity on matters in which the official has a private financial interest clearly separate from that of the general public; the acceptance of gifts and other things of value; acting in a private capacity on matters dealt with as a public official; the use of confidential information; and appearances by city officials before other city agencies on behalf of private interests. This ordinance shall include a statement of purpose and shall provide for reasonable public disclosure of finances by officials with major decision-making authority over monetary expenditures and contractual and regulatory matters and, insofar as permissible under state law, shall provide for fines and imprisonment for violations.
- (b) **Ethics Board.** The City Commission shall, by ordinance, establish an independent board of ethics to administer and enforce the conflict of interest and financial disclosure ordinances. No member of the board may hold elective or appointed office under the city or any other government or hold any political party office. Insofar as possible under state law, the City Commission shall authorize the board to issue binding advisory opinions, conduct investigations on its own initiative and on referral or complaint from officials or resident, subpoena witnesses and documents, refer cases for prosecution, and recommend

administrative fines. The City shall provide annual training and education to city officials and employees, including candidates for public office, regarding the ethics code.

Amendment Number 12 (Proposition L)

Proposition L: Shall Article VII of the City Charter of the City of Brownsville be amended to add Section 3-A, Initiative, establishing an initiative process allowing qualified voters to propose ordinances not in conflict with the Charter or state law; requiring that an initiative petition be signed by at least ten percent of the registered voters of the City; establishing petition-circulation, affidavit, and filing requirements; providing procedures for certification of petition sufficiency and amendment of petitions; requiring the City Commission to consider proposed ordinances and take final action within thirty days; requiring that initiated measures be submitted to the voters if not passed by the Commission or if passed in a different form; establishing ballot requirements for initiated ordinances and for alternative ordinances proposed by the Commission; authorizing initiated ordinances adopted by the voters to be amended or repealed after two years; permitting multiple measures to be submitted at the same election; prohibiting the initiation of the same subject for two years after defeat; and prohibiting initiative elections from being held more frequently than once every six months?

PART I – CHARTER

ARTICLE VII. - GENERAL PROVISIONS

Section 3-A – The Initiative:

- (a) POWER TO INITIATE ORDINANCES.** The qualified voters of this city shall have the right, at their option, to propose ordinances, not in conflict with this Charter, the Constitution or the laws of the State of Texas, and to adopt the same at the polls, such power being known as the initiative. A petition, meeting the requirements hereinafter provided and requesting the commission to pass an ordinance, therein set forth or designated, shall be termed an initiative petition, and shall be acted upon as hereinafter provided.
- (b) PREPARATION OF INITIATIVE PETITIONS.** Signatures to initiative petitions need not all be on one paper, but the circulator of every such paper shall make an affidavit substantially as follows: That each signature appended to the paper is the genuine signature of the person whose name it purports to be and was made by said person in his or her presence. With each signature shall be stated the place of residence of the signer, giving the street and number, or other description sufficient to identify the place. Each signature shall be in ink or with indelible pencil. All such papers pertaining to any one measure shall have written or printed thereon the names and addresses of at least five (5) registered voters who shall be officially regarded as filing the petition, and shall constitute a committee of the petitioners for the purposes hereinafter named. All such papers shall be filed in the office of the city secretary as one instrument.

- (c) **FILING OF PETITIONS.** Within twenty-five (25) days after the filing of the petition, the city secretary shall ascertain by examination the number of registered voters whose signatures are appended thereto, and whether this number is at least ten (10) per cent of the total number of registered voters as shown by the registration books, and he or she shall attach to said petition his or her certificate showing the result of said examination. If by the secretary's certificate, of which notice in writing shall be given to one or more of the persons designated, the petition is shown to be insufficient it may be amended within ten (10) days from the date of said certificate by filing supplementary petition papers with additional signatures. The secretary shall, within twenty-five (25) days after such amendment, make examination of the amended petition, and if his or her certificate shall show to be insufficient, the secretary shall file the petition in his or her office and shall notify each member of the committee to that effect. The final finding of the insufficiency of a petition shall not prejudice the filing of a new petition for the same purpose; but no new petition covering the same ordinance in substance shall be filed until at least six (6) months have elapsed.
- (d) **PREPARATION OF INITIATIVE PETITIONS.** Signatures to initiative petitions need not all be on one paper, but the circulator of every such paper shall make an affidavit substantially as follows: That each signature appended to the paper is the genuine signature of the person whose name it purports to be and was made by said person in his or her presence. With each signature shall be stated the place of residence of the signer, giving the street and number, or other description sufficient to identify the place. Each signature shall be in ink or with indelible pencil. All such papers pertaining to any one measure shall have written or printed thereon the names and addresses of at least five (5) registered voters who shall be officially regarded as filing the petition, and shall constitute a committee of the petitioners for the purposes hereinafter named. All such papers shall be filed in the office of the city secretary as one instrument.
- (e) **SUBMISSION OF PETITION TO COUNCIL.** If the petition shall be found to be sufficient, the secretary shall so certify and submit the proposed measure to the commission at its next meeting. Upon receiving the proposed measure the commission shall at once proceed to consider it and shall take final action thereon within thirty (30) days from the date it is filed with them.
- (f) **ELECTION ON INITIATED MEASURES.** If the commission shall fail to pass the proposed measure, or shall pass it in a form different from that set forth in the petition, then the measure shall, if demanded in writing by the committee, be submitted by the commission to the vote of the electors at the next election occurring in the city; provided, that the City Commission shall, if in their judgment the public interests demand it, order an election to be held at an earlier date to be fixed by the commission.
- (g) **INITIATIVE BALLOTS.** The ballot used in voting upon an initiated ordinance shall state the caption of the ordinance and below the caption shall set forth on separate lines the words, "For the Ordinance" and "Against the Ordinance." Where an initiated ordinance and an alternative ordinance proposed by the commission are submitted, the ballot shall state the captions of each ordinance, clearly designating them "Ordinance No. 1" and "Ordinance No. 2," respectively, and shall set forth below the captions on separate lines the words "For Ordinance No. 1," "For Ordinance No. 2,". Where an initiated ordinance

and an alternative ordinance are submitted each voter shall vote “For” only one ordinance. Where an initiated ordinance and an alternative ordinance are submitted to the voters, the measure that receives the highest number of favorable votes shall prevail in that election.

- (h) **NUMBER OF MEASURES TO BE INITIATED; INITIATED ORDINANCES SUBJECT TO AMENDMENT OR REPEAL BY COMMISSION.** Any number of proposed measures may be voted upon at the same election in accordance with the provisions of this Charter. Initiated ordinances, adopted by the electors, shall be published and may be amended or repealed by the commission as in the case of other ordinances; but not until two years after such ordinance or ordinances shall become effective.
- (i) **LIMITATION ON NUMBER OF INITIATED SUBJECTS; INITIATIVE ELECTIONS.** If defeated, no ordinance on the same subject can be initiated again within 2 years from the date of the election. Initiative ordinances elections cannot be held more frequently than once each 6 months.

Amendment Number 13 (Proposition M)

Proposition M: Shall Article VII of the City Charter of the City of Brownsville be amended to add Section 3-B, Referendum, establishing a referendum process that allows qualified voters to require that ordinances of a general nature be submitted for voter approval before taking effect; requiring that a referendum petition be signed by at least ten percent of the registered and qualified voters of the City; providing procedures for submitting and certifying referendum petitions; authorizing the City Commission to amend proposed ordinances before an election; establishing the ballot language for such elections; and permitting ordinances adopted by referendum to be amended or repealed by the City Commission after six months?

PART I – CHARTER

CHARTER ARTICLE VII. GENERAL PROVISIONS

Section 3-B – The Referendum:

- (a) **Submission of ordinance to voters prior to taking effect or within thirty days of passage; section not applicable to routine or emergency measures, general appropriation ordinance or bond ordinances.** If prior to the date when an ordinance of a general nature passed by the City Commission shall take effect, or within thirty (30) days after the passage of same, a referendum vote should be demanded on same, as hereafter provided, such ordinance shall be submitted to the legal voters of the City of Brownsville, and the same shall not be effective and valid until the said ordinance shall have been approved by a majority of those voting thereon; provided, that this section shall not apply to mere matters of routine, or emergency measures passed on the ground of urgent public need for the preservation of peace, health, safety or property, by a vote of not less than three-fourths of the City Commission, nor to the general appropriation ordinance, ordinance appropriating money or levy of taxes or to salaries or benefits of public officers or employees, bond ordinances, or capital programs.

(b) **Referendum petition.** Whenever there shall be presented to the City Commission a petition or petitions, signed by ten (10) per cent of the registered and qualified legal voters of said city, demanding that an ordinance passed by the commission, and set forth in said petition or petitions, be submitted to a vote of the qualified electors of the city, it shall be the duty of the commission to submit such proposed ordinance to a vote of the qualified electors of said city at the next election held thereafter by said city. The signatures to said petition need not all be appended to one paper, but each signer shall add to his signature his or her place of residence, giving the street and number. All signatures must be made in ink or with indelible pencil. One of the signers of said petition shall make oath before a duly qualified officer that the statements therein are true and that each signature to said petition is a genuine signature of the person whose name it purports to be and was signed in his or her presence by such person; provided, that any petition intended to require a submission to referendum of an ordinance enacted by the City Commission shall be presented to the commission within thirty (30) days after the enactment of such ordinance, and not thereafter. The City Commission may, if in its judgment the public interest so demands, provide for such referendum election to be held at an earlier date than that of the next ensuing election, in which event the said date shall be fixed by the commission.

(c) **ALTERATION OR AMENDMENT OR PROPOSED ORDINANCE.** If the City Commission shall alter or amend said proposed ordinance (as it may do), and such amended ordinance should not be satisfactory to the persons demanding the referendum, then the said amended ordinance shall be, if demanded in writing by a committee of five (5) signers, to be designated in the petitions as the committee to act for the said petitioners, submitted to a vote of the people at the next election ensuing in the city, unless a different date be set by the Commission. Or if said ordinance should not be amended or altered by the City Commission, the same course shall be taken in respect thereto as in the case of amended ordinances.

The ballots used in such election shall contain the words,-“For the Ordinance Passed by the City Commission on a certain date” (stating the nature of the ordinance), and “Against the said Ordinance.” If a majority of the votes cast shall be in favor of the adoption of said ordinance, the said ordinance as passed shall be valid and effective, as other ordinances of the city, upon proper publication if required. If a majority of the votes cast as [at] such election be against the said ordinance it shall not be valid and effective.

(d) **ORDINANCES PASSED BY REFERENDUM SUBJECT TO AMENDMENT OR REPEAL BY COMMISSION AFTER SIX MONTHS.** Referendum ordinances adopted by the electors shall be published and may be amended or repealed by the commission as in the case of other ordinances, but not until six (6) months after such ordinance shall become effective.

Amendment Number 14 (Proposition N)

Proposition N: Shall the City’s Charter Article I through VII, except Article VI, Utilities Board, of the City of Brownsville, be amended to revise or eliminate provisions that have been superseded by state law and to update or eliminate archaic language to current usage?

[See Exhibit C for redline changes.]



To: Mayor and City Commission
Through: Alan Guard, Interim City Manager
From: Will Trevino, City Attorney
Date: Tuesday, August 4, 2026
Agenda #: Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 2026-1818**, making findings related to the Madeira Espiritu Santo Public Improvement District Number One, including: advisability of the special supplemental services, the estimated operation and maintenance costs, boundaries of the district, method of assessment, and apportionment of costs between the City of Brownsville and the District; updating the Service and Assessment Plan (SAP) that established the Madeira Espiritu Santo PID Number One; levying the assessments; and, also providing official notice of the PID's updated SAP to the Cameron County Clerk as required by Chapter 372, Texas Local Government Code. (Planning & Redevelopment Department/Office of the City Attorney/City Manager's Office)

Summary:

Project Scope and Analysis:

Funding:

Source: Not Applicable

Amount:

Local Contribution if Applicable:

Recommendation:

Staff recommends adoption.

Commission Pillar:

Economic Development, Planning & Zoning, Infrastructure, Public Safety, Quality of Life & Vibrancy, Governance

Attachments:

1. OM Assess_Levy Ordinance vF 08.04.2026
2. 2026-07-27_BVL_Madeira_O&M_PSAP_v1.2

**CITY OF BROWNSVILLE, TEXAS
ORDINANCE NO. 2026-1818**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, RELATED TO THE MADEIRA ESPIRITU SANTO PUBLIC IMPROVEMENT DISTRICT NUMBER ONE; ACCEPTING AND APPROVING AN UPDATE TO THE MADEIRA ESPIRITU SANTO PUBLIC IMPROVEMENT DISTRICT NUMBER ONE (PID) OPERATIONS AND MAINTENANCE SERVICE AND ASSESSMENT PLAN; ACCEPTING AND APPROVING THE UPDATED ASSESSMENT ROLL FOR THE PID; MAKING A FINDING OF SPECIAL BENEFIT TO PROPERTY WITHIN THE PID; LEVYING SPECIAL ASSESSMENTS AGAINST SUCH PROPERTY AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE ASSESSMENTS LEVIED AGAINST THE PID ASSESSED PROPERTY; PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; AND, ALSO PROVIDING OFFICIAL NOTICE OF THE PID'S UPDATED SAP TO THE CAMERON COUNTY CLERK IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; MAKING LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Brownsville, Texas (the "City"), is authorized under Chapter 372 of the Texas Local Government Code, as amended (the "Act"), to create a public improvement district within the corporate limits and the extraterritorial jurisdiction of the City ("the ETJ"); and

WHEREAS, on June 17, 2025, the City Commission of the City (the "City Commission") conducted a public hearing to consider a petition received by the City requesting the creation of a public improvement district now located within the corporate boundaries of the City; and

WHEREAS, on June 17, 2025, following the public hearing, the City Commission adopted Resolution No. 2025-069 (the "Authorization Resolution"), authorizing, establishing, and creating the Madeira Espiritu Santo Public Improvement District Number One (the "District"); and

WHEREAS, on July 15, 2025, the City Commission adopted and approved Resolution No. 2025-070 accepting the Madeira Espiritu Santo Public Improvement District Number One Preliminary Operations and Maintenance Service and Assessment Plan (the "Preliminary O&M SAP"), directing that the Preliminary O&M SAP be filed with the City Secretary and made available for public inspection, calling for a public hearing on August 5, 2025, (the "Assessment Hearing") to consider the levy of assessments against assessable property within the District (the "Assessed Property") to pay the costs of supplemental services including (1) payment of annual service costs related to the operation of the District exclusively consisting of actual annual costs

of maintenance of right-of-way and recreation improvements, including but not limited to landscaping, streetscapes, recreational facilities, parks, green spaces, trails, fountains, lighting, signage, and public art financed by assessments levied on property within the District; (2) payment of expenses related to the establishment of the District including establishing, administering, and operating the District, and (3) payment of expenses related to the collection of the annual assessments (collectively, the “Supplemental Services”), as further described in the Preliminary O&M SAP, and authorizing and directing the City Secretary to mail, publish, and otherwise provide notices of the Assessment Hearing as required by the PID Act; and

WHEREAS, on July 21, 2026, the City Commission adopted Resolution No. 2026-103 authorizing and calling a public hearing to determine the adoption of an updated service and assessment plan and the levy of the assessment within the District (the “Updated O&M SAP”); and

WHEREAS, the Updated O&M SAP includes a service plan, assessment plan, and an assessment roll as required by the Act; and

WHEREAS, the City, at its sole cost, will maintain the Supplemental Services with proceeds from operation and maintenance assessments (the “O&M Assessment”) levied against Assessed Property; and

WHEREAS, after mailing, publishing, and otherwise providing all notices of the Assessment Hearing as required by the Act, the City Commission began the public hearing on August 4, 2026, at the time and place and for the purposes set forth in the notices; and

WHEREAS, after all persons having an interest in the levy of O&M Assessment against the Assessed Property were given an opportunity to be heard in support of or in opposition to the O&M Assessment, the City Commission closed the Assessment Hearing on August 4, 2026; and

WHEREAS, the City Commission finds and determines that the Madeira Espiritu Santo Public Improvement District Number One Updated Operations and Maintenance Service and Assessment Plan, in a form substantially similar to the attached **Exhibit A** (the “Updated O&M SAP”), and which is incorporated herein for all purposes, should be approved and that the O&M Assessments should be levied as provided in this Ordinance and the Assessment Roll, attached as Exhibit D to the Updated O&M SAP (the “Assessment Roll”); and

WHEREAS, after the closing of the Assessment Hearing, and after considering the information, materials, evidence and testimony offered to the City Commission prior to and at the Assessment Hearing, the City Commission has determined that it promotes the interest of the City to adopt and approve this Ordinance.

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

SECTION 1. The findings set forth above, together with the exhibits attached hereto, are incorporated into the body of this Ordinance as if fully set forth herein. Any capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Updated O&M SAP.

SECTION 2. The City Commission hereby accepts the Updated O&M SAP in substantially the form attached hereto as **Exhibit A** and is incorporated as part of this Ordinance for all purposes. The Updated O&M SAP shall be updated by the City Commission no less frequently than annually as required by the Act.

SECTION 3. Based on the Updated O&M SAP, the City Commission hereby levies an O&M Assessment upon each Assessed Property in the amounts set forth on the Assessment Roll.

SECTION 4. Each O&M Assessment against an Assessed Property, together with Annual Collection Costs, and reasonable attorney's fees, if incurred, constitutes a lien against the Assessed Property and is the personal liability of and charge against the owner of the Assessed Property regardless of whether the owner is named in this Ordinance.

SECTION 5. The O&M Assessment lien created against each Assessed Property is effective from the date of this Ordinance and constitutes covenants that shall run with the land. The special O&M Assessment lien may be enforced by the City, including foreclosure, in the same manner that an ad valorem tax lien is foreclosed. Any purchaser of an Assessed Property in foreclosure takes subject to the lien against the Assessed Property created by the O&M Assessment.

SECTION 6. The O&M Assessments against each Assessed Property as set forth in the Assessment Roll are due and payable not later than January 31, 2027 and will be delinquent February 1, 2027. Delinquent O&M Assessments shall incur interest, penalties, and attorney's fees in the same manner as delinquent ad valorem taxes.

SECTION 7. The City shall cause the O&M Assessments to be billed and collected at the same time and in the same manner as the ad valorem taxes, and immediately deposited into the District's "Operations and Maintenance Assessment Fund" to be held separate and apart from the other funds and accounts of the City. The Annual Installments collected each year from the levy of the O&M Assessments shall be deposited in the Operations and Maintenance Assessment Fund and shall be used in accordance with the provisions of the Updated O&M SAP.

SECTION 8. Based on materials and information prepared by City staff and qualified professional consultants, on testimony provided throughout the process of creating the District and levying the O&M Assessments including, but not limited to, testimony offered at the Assessment Hearing, the City Commission, acting in its discretionary, legislative capacity hereby finds and determines:

8.1 That the Assessed Property is specially benefitted by the Supplemental Services in an amount that meets or exceeds the O&M Assessments.

8.2 The O&M Assessments (i) are just and equitable; (ii) produces substantial equality, considering benefits received and the burdens imposed; (iii) results in equal shares of the cost of the services on property similarly benefitted; and (iv) is authorized

by and has been levied in accordance with the Act, state law, and ordinances of the City.

8.3 That the O&M Assessments against the Assessed Property are in amounts required to pay the costs of the Supplemental Services.

SECTION 9. The City Commission may make supplemental assessments to correct omissions or mistakes related to the cost of the Supplemental Services and O&M Assessments if the City Commission determines that any O&M Assessment is excessive, in accordance with the provisions of the Act. The City Commission may also adjust the O&M Assessments downward following each annual update to the O&M SAP.

SECTION 10. P3Works, LLC, is hereby designated to serve, or until otherwise determined by the City Commission, as the Administrator of the Updated O&M SAP, as amended and supplemented from time to time, and of the O&M Assessments levied by this Ordinance. The Administrator shall perform the duties of the Administrator described in the Updated O&M SAP and in this Ordinance. The Administrator's fees, charges and expenses for provided such service shall constitute an Annual Collection Costs. The Cameron County Tax Assessor and Collector is hereby appointed and designated as the collector of the O&M Assessments and Annual Collection Costs.

SECTION 11. The City Secretary is directed to cause a copy of this Ordinance, including the Updated O&M SAP and the Assessment Roll, to be recorded in the real property records of Cameron County, Texas, not later than the seventh day after the date the City Commission adopts this Ordinance approving the Updated O&M SAP. The City Secretary is further directed to similarly file each Annual Service Plan Update approved by the City Commission, with each such filing to occur within seven days of the date each respective Annual Service Plan Update is approved.

SECTION 12. This Ordinance incorporates, by reference, all provisions of the Act. In the event of any conflict between this Ordinance and the Act, the Act shall control. To the extent not inconsistent with this Ordinance, and not inconsistent with the Act or the other laws governing public improvement districts, the provisions of the Texas Tax Code shall be applicable to the imposition and collection of the O&M Assessments by the City.

SECTION 13. If any section, article, paragraph, sentence, clause, phrase or word of this Ordinance, or application thereto any persons or circumstances, is held invalid by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and the City Commission hereby declares it would have passed such remaining portions of this Ordinance despite such invalid portions, which remaining portions shall remain in full force and effect.

SECTION 14. This Ordinance shall become effective from and after its date of passage and approval by the City Commission.

[Execution page follows]

PASSED AND APPROVED at the **FIRST READING** by the City Commission of the City of Brownsville, Texas, the 4th day of August 2026.

PASSED, APPROVED, and ADOPTED at the **SECOND** and **FINAL READING** by the City Commission of the City of Brownsville, Texas, the 18th day of August 2026.

CITY OF BROWNSVILLE, TEXAS

John Cowen, Jr., Mayor

ATTEST:

Mayra Rios, City Secretary

**APPROVED AS TO FORM
AND LEGALITY:**

Guillermo (Will) S. Trevino, City Attorney

Exhibit A

**Madeira Espiritu Santo Public Improvement District Number One
Operations and Maintenance Service and Assessment Plan**

[Remainder of page intentionally left blank.]

Madeira Espiritu Santo Public Improvement District Number One

OPERATIONS AND MAINTENANCE SERVICE AND ASSESSMENT PLAN

AUGUST 18, 2026



AUSTIN, TX | NORTH RICHLAND HILLS, TX | HOUSTON, TX

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INTRODUCTION

Capitalized terms used in this 2026 O&M Service and Assessment Plan shall have the meanings given to them in **Section I** unless otherwise defined in this 2026 O&M Service and Assessment Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a “Section,” an “Exhibit,” or an “Appendix” shall be a reference to a Section of this 2026 O&M Service and Assessment Plan or an Exhibit attached to and made a part of this 2026 O&M Service and Assessment Plan for all purposes.

On June 17, 2025, after due process, the City Commission approved Resolution 2025-069 authorizing the establishment of the District in accordance with the PID Act, which authorization was effective as of the date of the adoption of the Resolution as required by the PID Act. The purpose of the District is to finance the actual costs of the Supplemental Services that confer a special benefit on approximately 1,330.32 acres located within the corporate limits of the City, as described on **Exhibit F** and depicted on **Exhibit A**.

This 2026 O&M Service and Assessment Plan serves for the purposes of (1) identifying the Operation and Maintenance Costs to be provided by the District; (2) identifying the costs of the Supplemental Services; (3) identifying the indebtedness to be incurred for the Supplemental Services, and the manner of assessing all of the Assessed Property for the costs of the Supplemental Services; (4) levying the O&M Assessments for the Assessed Property; and (5) approving the Assessment Roll for the District.

The PID Act requires a Service Plan must (i) cover a period of at least five years; (ii) define the annual indebtedness and projected cost of the Supplemental Services; and (iii) include a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended. The Service Plan is contained in Section IV and the notice form is attached as **Appendix B**.

The PID Act requires that the Service Plan include an Assessment Plan that assesses the Supplemental Services against the Assessed Property based on the special benefits conferred on such property by the Supplemental Services. The Assessment Plan is contained in **Section V**.

The PID Act requires an Assessment Roll that states the O&M Assessment against each Parcel of Assessed Property determined by the method chosen by the City Commission. The O&M Assessment against each Parcel of Assessed Property must be sufficient to pay the share of the Supplemental Services apportioned to such Parcel and cannot exceed the special benefit conferred on the Parcel by such Supplemental Services. The Assessment Roll is included as **Exhibit D**.

SECTION I: DEFINITIONS

“2026 O&M Assessment Ordinance” means an O&M Assessment Ordinance adopted by the City Commission in accordance with the PID Act that approved this 2026 O&M Service and Assessment Plan and levied the O&M Assessments.

“2026 O&M Service and Assessment Plan” means this Madeira Espiritu Santo Public Improvement District Number One Operations and Maintenance Service and Assessment Plan as updated, amended, and supplemented from time to time.

“Administrator” means the City or independent firm designated by the City who shall have the responsibilities provided in this 2026 O&M Service and Assessment Plan, or any other agreement or document approved by the City related to the duties and responsibilities of the administration of the District. The current Administrator is P3Works, LLC.

“Annual Collection Costs” mean the actual or budgeted costs and expenses related to the operation of the District, including, but not limited to, costs and expenses for: (1) the Administrator; (2) City staff; (3) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (4) preparation of updates to this 2026 O&M Service and Assessment Plan including the Assessment Roll; (5) the collection and application of the O&M Assessment and Annual Installments, (6) the use of the foregoing to pay the Annual Installments; and (7) the maintenance of books and records.

“Annual Installment” means the annual installment payment of the O&M Assessment as calculated by the Administrator and approved by the City Commission, plus Annual Collection Costs.

“Assessed Property” means any Parcel within the District other than Non-Benefited Property against which an O&M Assessment is levied.

“Assessment Plan” means the methodology employed to assess the cost of the Supplemental Services against the Assessed Property within the District based on the special benefits conferred on such property by the Supplemental Services, more specifically described in **Section V**.

“Assessment Roll” means any assessment roll for the Assessed Property within the District, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any O&M A&R Service and Assessment Plan.

“City” means the City of Brownsville, Texas.

“City Commission” means the governing body of the City.

“County” means Cameron County, Texas.

“Delinquent Collection Costs” mean costs related to the collection of delinquent O&M Assessment, delinquent Annual Installments, or any other delinquent amounts due under this 2026 O&M Service and Assessment Plan including penalties and reasonable attorney’s fees actually paid but excluding amounts representing interest and penalty interest.

“Developer” means Madeira Properties, Ltd., a Texas limited partnership, and any successors or assigns thereof that intends to develop the property in the District for the ultimate purpose of transferring title to end users.

“District” means the Madeira Espiritu Santo Public Improvement District Number One containing approximately 1,330.32 acres located within the corporate limits of the City, as more specifically described in **Exhibit F** and depicted on **Exhibit A**.

“HOA” means a property owner’s association entity established for the property located within the boundaries of the District. The HOA shall be responsible for maintaining the Public Improvements.

“Improvement Area #1” means approximately 91.14 acres located within the District, the boundaries of which as more specifically identified by the Improvement Area #1 Final Plat depicted on **Exhibit G** and lots listed in the Assessment Roll on **Exhibit D**.

“Improvement Area #1 Assessed Property” means any Parcel within Improvement Area #1 against which an O&M Assessment is levied.

“Improvement Area #1 Final Plat” means the Acacia Place at Madeira Phase One Plat approved by the City and recorded in the official public records of the County and depicted on **Exhibit G**.

“Land Use” means the classification of certain property within the District based on zoning, platting, or actual use, designating such property for either residential or commercial purposes.

“Land Use Commercial” means a Land Use classification of Assessed Property that is intended or used primarily for non-residential purposes, including but not limited to retail, office, or other business or commercial activities, and which allocation of the O&M Assessment to all Land Use Commercial shall be calculated based on the proportion of the total acreage of Assessed Property classified as Land Use Commercial relative to the total acreage of all the Assessed Property within the District.

“Land Use Residential” means a Land Use classification of Assessed Property that is intended or used primarily for residential purposes, including single-family homes, and which allocation of the O&M Assessment to all Land Use Residential shall be calculated based on the proportion of the total acreage of Assessed Property classified as Land Use Residential relative to the total acreage of all the Assessed Property within the District.

“Lot” or “Lots” means for any portion of the District for which a final subdivision plat has been recorded in the plat or official public records of the County, a tract of land described by “lot” in such final and recorded subdivision plat.

“Lot Type” means a classification of final building Lots with similar characteristics (e.g. commercial, townhome, multi-family, single family residential, etc.), as determined by the Administrator, based on information provided by the Developer, and confirmed by the City Commission.

“Lot Type Commercial” means a Lot Type within Land Use Commercial that is designated or intended for commercial use, and which allocation of the O&M Assessment to each Lot Type Commercial shall be calculated based on the proportion of acreage of each Parcel classified as Lot Type Commercial relative to the total acres of all the Assessed Property within Land Use Commercial.

“Lot Type Residential” means a Lot Type within Land Use Residential that is designated or intended for residential use, and which allocation of the O&M Assessment to each Lot Type Residential shall be calculated based on the count of Parcels classified as Lot Type Residential relative to the total number of Parcels of all the Assessed Property within Land Use Residential.

“Non-Benefited Property” means Parcels within the boundaries of the District that accrue no special benefit from the Supplemental Services as determined by the City Commission.

“O&M A&R Service and Assessment Plan” means an amended and restated service and assessment plan which serves to replace in its entirety the 2026 O&M Service and Assessment Plan, or any previously approved O&M A&R Service and Assessment Plans, prepared no less frequently than annually by the Administrator and approved by the City Commission.

“O&M Assessment” means an assessment levied annually against a Parcel of Assessed Property within the District and imposed pursuant to an O&M Assessment Ordinance to fund the Operation and Maintenance Costs of the Supplemental Services, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

“O&M Assessment Ordinance” means an ordinance adopted by the City Commission in accordance with the PID Act that levies the O&M Assessment.

“O&M Budget” means the report provided by the City or Developer that describes the Operation and Maintenance Costs, including their costs and location, and is attached hereto as **Appendix A**.

“Operation and Maintenance Costs” means the costs to fund the Supplemental Services which include the annual costs to operate and maintain the Public Improvements that benefit the

District based on a budget prepared annually by the City, or the Developer, and provided to the Administrator.

“Parcel” or “Parcels” means a specific property within the District identified by either a tax map identification number assigned by the Cameron Appraisal District for real property tax purposes, by metes and bounds description, or by lot and block number in a final subdivision plat recorded in the official public records of the County, or by any other means determined by the City.

“PID Act” means Chapter 372, Texas Local Government Code, as amended.

“Public Improvements” means certain public improvements that confer a special benefit on all the Assessed Property within the District, as further described in **Section III** and depicted on **Exhibit E**.

“Public Property” means property within the boundaries of the District that is owned by or irrevocably offered for dedication to the federal government, the State of Texas, Cameron County, the City, a school district or any other public agency, whether in fee simple or through an exclusive use easement.

“Remainder Area” means approximately 1,239.18 acres located within the District and entirely outside of Improvement Area #1, to be developed as one or more future improvement areas.

“Service Plan” covers a period of at least five years and defines the annual indebtedness and projected Supplemental Services more specifically described in **Section IV**.

“Supplemental Services” means improvements and services authorized by Section 372.003 of the PID Act, as listed in **Section III**.

“Trigger Date” means the date a final subdivision plat is filed and recorded in the official public records of the County and has been approved by the City. If the Trigger Date occurs on or before July 31st of the then current year, then Assessments will be due the January 31st of the following year. If the Trigger Date occurs after July 31st of the then current year, then the Assessments will be due on the second January 31st after the final plat is filed.

SECTION II: THE DISTRICT

The District includes approximately 1,330.32 contiguous acres located within the corporate limits of the City, as more particularly described by the legal description on **Exhibit F** and depicted on **Exhibit A**. Development of the District is anticipated to be developed in approximately 10 phases.

Improvement Area #1 includes approximately 91.14 contiguous acres located within the City, the legal descriptions for each lot identified in the Assessment Roll shown on **Exhibit D** and depicted on the Improvement Area #1 Final Plat on **Exhibit G**.

SECTION III: SUPPLEMENTAL SERVICES

The City Commission established the District to fund the Operation and Maintenance Costs of the Supplemental Services within the District. The Supplemental Services of the District include:

- *Public Improvements Operation and Maintenance*

Costs include operations and maintenance of certain Public Improvements within the District, including: (1) water; (2) storm sewer; (3) rights-of-way maintenance; (4) open space; (5) trails; (6) landscaping; (7) parks; and (8) streetscape. The operation and maintenance will provide benefit to all Parcels within the District.

In addition to the Operation and Maintenance Costs, the Supplemental Services shall also include the Annual Collection Costs for the District.

SECTION IV: SERVICE PLAN

The PID Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the annual indebtedness and projected costs of the Supplemental Services of the District during the five-year period. The Service Plan is also required to include a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended. The Service Plan must be reviewed and updated in each O&M A&R Service and Assessment Plan. **Exhibit C** summarizes the Service Plan for the District. Per the PID Act and Section 5.014 of the Texas Property Code, as amended, this 2026 O&M Service and Assessment Plan, and any future O&M A&R Service and Assessment Plans, shall include a form of the buyer disclosures for the District. The notice form required by Section 5.014 of the Texas Property Code is attached hereto as **Appendix B**.

SECTION V: ASSESSMENT PLAN

The PID Act allows the City Commission to allocate the Operation and Maintenance Costs of the Supplemental Services of the District to the Assessed Property based on the special benefit received from the provision of the operations and maintenance. The PID Act provides that such costs may be apportioned in any manner approved by the City Commission that results in imposing equal shares of such costs on property similarly benefitted.

This section of this O&M Service and Assessment Plan describes the special benefit received by each Assessed Property within the District as a result of the Supplemental Services and provides the basis and justification for the determination that this special benefit equals or exceeds the amount of the O&M Assessments levied on the Assessed Property for such Supplemental Services. In no event will the O&M Assessment exceed the City's actual costs of the Operation and Maintenance Costs for the Supplemental Services.

The O&M Assessment shall be subject to penalties and procedures for the Annual Installments as authorized by the PID Act. All Public Improvements of the Operation and Maintenance Costs were designed and constructed in accordance with City standards and specifications. The Public Improvements, of which the Operation and Maintenance Costs will be financed through the District, will be dedicated to and owned by the City through a separate instrument, while the HOA shall be responsible for the ongoing maintenance of the Public Improvements. The City's portion of the Operation and Maintenance Costs will be funded by the collection of O&M Assessments annually levied on the Assessed Property.

A. Assessment Methodology

- The City, Developer, or HOA will prepare, or cause to be prepared, and provide the Administrator a budget for the Operation and Maintenance Costs of the Supplemental Services.
- Annually, considering all plats filed and approved by the City Commission, the costs of the Supplemental Services shall be allocated in aggregate 100% to each Parcel of Assessed Property based on the methodology contained herein. The costs of the Supplemental Services shall be allocated among the Assessed Property according to Land Use, based on the proportionate share of total acreage of each Land Use relative to the total acres of all the Assessed Property.
- At the time this 2026 O&M Service and Assessment Plan is approved by the City Commission, Land Use Residential is the only platted property and has met the Trigger Date requirement, therefore, 100% of the costs of the Supplemental Services are allocated to Land Use Residential.

- The costs of the Supplemental Services allocated to Land Use Residential shall be further allocated to each Lot Type Residential equally among all Parcels classified as Lot Type Residential located within the District.
- The costs of the Supplemental Services allocated to Land Use Commercial shall be further allocated to each Parcel classified as Lot Type Commercial based on each Parcel's acreage relative to the total acreage of Land Use Commercial. The Lots classified as Lot Type Commercial are currently within the Remainder Area and are subject to a future O&M Assessment according to the Trigger Date provisions described herein.
- The District will receive special benefit equal to or greater than the O&M Assessment as a result of the Operation and Maintenance Costs of the Supplemental Services.

B. Assessments

The O&M Assessment will be levied on the Assessed Property according to the amount shown on the Assessment Roll, attached hereto as **Exhibit D**. The O&M Assessment will be levied annually on each Parcel of Assessed Property pursuant to the methodology defined in **Section V**.

Collection of Annual Installments for each phase within the Remainder Area are deferred until the Trigger Date has been reached for each respective phase. If the Trigger Date occurs on or before July 31st of the year that the final plat for a phase within the Remainder Area is filed with the County, then Assessments levied on the property within such phase of the Remainder Area, including the Annual Installments thereof, will be delinquent if not paid on or before the January 31st of the following year. If the Trigger Date occurs after July 31st of the year the final plat for a phase within the Remainder Area is filed with the County, then Assessments levied on the property within such phase of the Remainder Area, including the Annual Installments thereof, will be delinquent if not paid on or before the second January 31st after the final plat is filed with the County.

C. Finding of Special Benefit

Acting in its legislative capacity and based on information provided by the Developer and reviewed by the City staff and by third-party consultants retained by the City, the City Commission has found and determined:

- The costs of the Supplemental Services equal \$233,498.32 at the time of the adoption of the 2026 O&M Assessment Ordinance by the City Commission, as shown on **Exhibit B**; and
- The Assessed Property receives special benefit from the Supplemental Services equal to or greater than the costs of the Supplemental Services; and

- The O&M Assessment will be an amount that results in an amount not to exceed the costs of the Supplemental Services. The Assessed Property will be allocated 100% of the O&M Assessment levied for the Supplemental Services, which equals \$209,637.32 as shown on the Assessment Roll attached hereto as **Exhibit D**; and
- The special benefit (\$233,498.32) received by the Assessed Property from the Supplemental Services is equal to or greater than the amount of the O&M Assessment (\$209,637.32) levied on the Assessed Property for the Supplemental Services.

Open space, including Public Property, easements that create an exclusive use for a public utility provider, and HOA owned property, that is maintained or will be maintained by the HOA to the extent it may receive incidental services but accrue no special benefit from Supplemental Services, is designated as Non-Benefited Property. None of the Supplemental Services cost is apportioned to the Non-Benefited Property.

D. Annual Collection Costs

The Annual Collection Costs shall be paid for annually by the owner of each Parcel pro rata based on the ratio of the amount of the O&M Assessment levied annually on each Parcel to the total O&M Assessment. The Annual Collection Costs shall be collected as part of the Annual Installments in the amounts shown on the Assessment Roll, which may be revised based on actual costs incurred in any O&M A&R Service and Assessment Plan.

SECTION VI: TERMS OF THE ASSESSMENTS

A. Operations and Maintenance Assessments and Annual Installments.

The O&M Assessment and the Annual Installments thereof shall be calculated and collected each year in an amount sufficient to pay the Operation and Maintenance Costs.

B. Payment of O&M Assessment in Annual Installments

1. O&M Assessments are subject to adjustments in each O&M A&R Service and Assessment Plan based on the projected Operation and Maintenance Cost as directed by the City.
2. The Administrator shall prepare and submit to the City Commission for its review and approval a preliminary O&M A&R Service and Assessment Plan, including a preliminary Assessment Roll based on the budgeted Operation and Maintenance Costs.
3. The preliminary O&M A&R Service and Assessment Plan will be placed in the City Secretary's office for inspection, and the City Commission will consider a resolution to

call a public hearing and will cause notices of the public hearings to be mailed to all property owners within the District and published in the newspaper of record in accordance with the PID Act.

4. The Administrator shall prepare and submit to the City Commission for its review and approval a final O&M A&R Service and Assessment Plan to allow for the billing and collection of Annual Installments. Each O&M A&R Service and Assessment Plan shall include an updated Assessment Roll, and updated calculations of Annual Installments. Annual Installments shall be mailed at the direction of the City and collected per instruction on the invoice. Annual Installments shall be subject to the penalties and procedures in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes for the City; the City Commission may provide for other means of collecting Annual Installments. O&M Assessment shall have the lien priority specified in the PID Act.
5. The District will receive special benefit equal to or greater than the O&M Assessment as a result of the Supplemental Services.
6. Each O&M Assessment and the Annual Installments thereof shall be delinquent, and may be subject to pay Delinquent Collection Costs, if not paid prior to February 1 of the year following the O&M A&R Service and Assessment Plan levying the O&M Assessment.

SECTION VII: ASSESSMENT ROLL

The list of current Lots within the District, the corresponding O&M Assessment, and total Annual Installment are shown on the Assessment Roll in **Exhibit D**. The Lots shown on the Assessment Rolls will receive the bills for the 2026 Annual Installments which will be delinquent if not paid by January 31, 2027. The Administrator shall prepare and submit to the City Commission for review and approval, updates and proposed revisions to the Assessment Roll and Annual Installments as part of each O&M A&R Service and Assessment Plan.

SECTION VIII: ADDITIONAL PROVISIONS

A. Calculation Errors

If the owner of a Parcel claims that an error has been made in any calculation required by this 2026 O&M Service and Assessment Plan, including, but not limited to, any calculation made as part of any O&M A&R Service and Assessment Plan, the owner's sole and exclusive remedy shall be to submit a written notice of error to the City within 30 days of the mailing of a bill for the

Annual Installment resulting from the O&M A&R Service and Assessment Plan; otherwise, the owner shall be deemed to have unconditionally approved the calculation. Upon receipt of a written notice of error from an owner, the City shall refer the notice to the Administrator who shall provide a written response to the City and the owner within 30 days of such referral. The City Commission shall consider the owner's notice of error and the Administrator's response, and within 30 days the City Commission shall make a final determination as to whether or not an error has been made. If the City Commission determines that an error has been made, the City Commission shall take such corrective action as is authorized by the PID Act, this 2026 O&M Service and Assessment Plan, the applicable O&M Assessment Ordinance levying the O&M Assessment, or as otherwise authorized by the discretionary power of the City Commission. The determination by the City Commission as to whether an error has been made, and any corrective action taken by the City Commission, shall be final and binding on the owner and the Administrator.

B. Amendments

Amendments to this 2026 O&M Service and Assessment Plan must be made by the City Commission in accordance with the PID Act. To the extent permitted by the PID Act, this 2026 O&M Service and Assessment Plan may be amended without notice to property owners of the Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify ambiguities; and (3) to provide procedures to collect the O&M Assessment, Annual Installments, and other charges imposed by this 2026 O&M Service and Assessment Plan.

C. Administration and Interpretation

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this 2026 O&M Service and Assessment Plan; (2) administer the District for and on behalf of and at the direction of the City Commission; and (3) interpret the provisions of this 2026 O&M Service and Assessment Plan. Interpretations of this 2026 O&M Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the City Commission by owners or developers adversely affected by the interpretation. Appeals shall be decided by the City Commission after holding a public hearing at which all interested parties have an opportunity to be heard. Decisions by the City Commission shall be final and binding on the property owners and developers and their successors and assigns.

D. Form of Buyer Disclosure/Filing Requirements

Per Section 5.014 of the Texas Property Code, as amended, this 2026 O&M Service and Assessment Plan, and any future O&M A&R Service and Assessment Plans, shall include a form of the buyer disclosures for the District. The buyer disclosure is attached hereto as **Appendix B**. Within seven days of approval by the City Commission, the City shall file and record in the real

property records of the County the executed ordinance of this 2026 O&M Service and Assessment Plan, or any future O&M A&R Service and Assessment Plans. The executed ordinance, including any attachments, approving this 2026 O&M Service and Assessment Plan or any future O&M A&R Service and Assessment Plans shall be filed and recorded in their entirety.

E. Severability

If any provision of this 2026 O&M Service and Assessment Plan is determined by a governmental agency or court of competent jurisdiction to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions of this 2026 O&M Service and Assessment Plan.

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EXHIBITS

The following Exhibits are attached to and made a part of this 2026 O&M Service and Assessment Plan for all purposes:

Exhibit A	Map of the District
Exhibit B	Supplemental Services
Exhibit C	Service Plan
Exhibit D	Assessment Roll
Exhibit E	Maps of the Public Improvements
Exhibit F	District Legal Description
Exhibit G	Improvement Area #1 Final Plat

APPENDICES

The following Appendices are attached to and made a part of this 2026 O&M Service and Assessment Plan for all purposes:

Appendix A	O&M Budget
Appendix B	Madeira Espiritu Santo Public Improvement District Number One Buyer Disclosure

EXHIBIT A – MAP OF THE DISTRICT

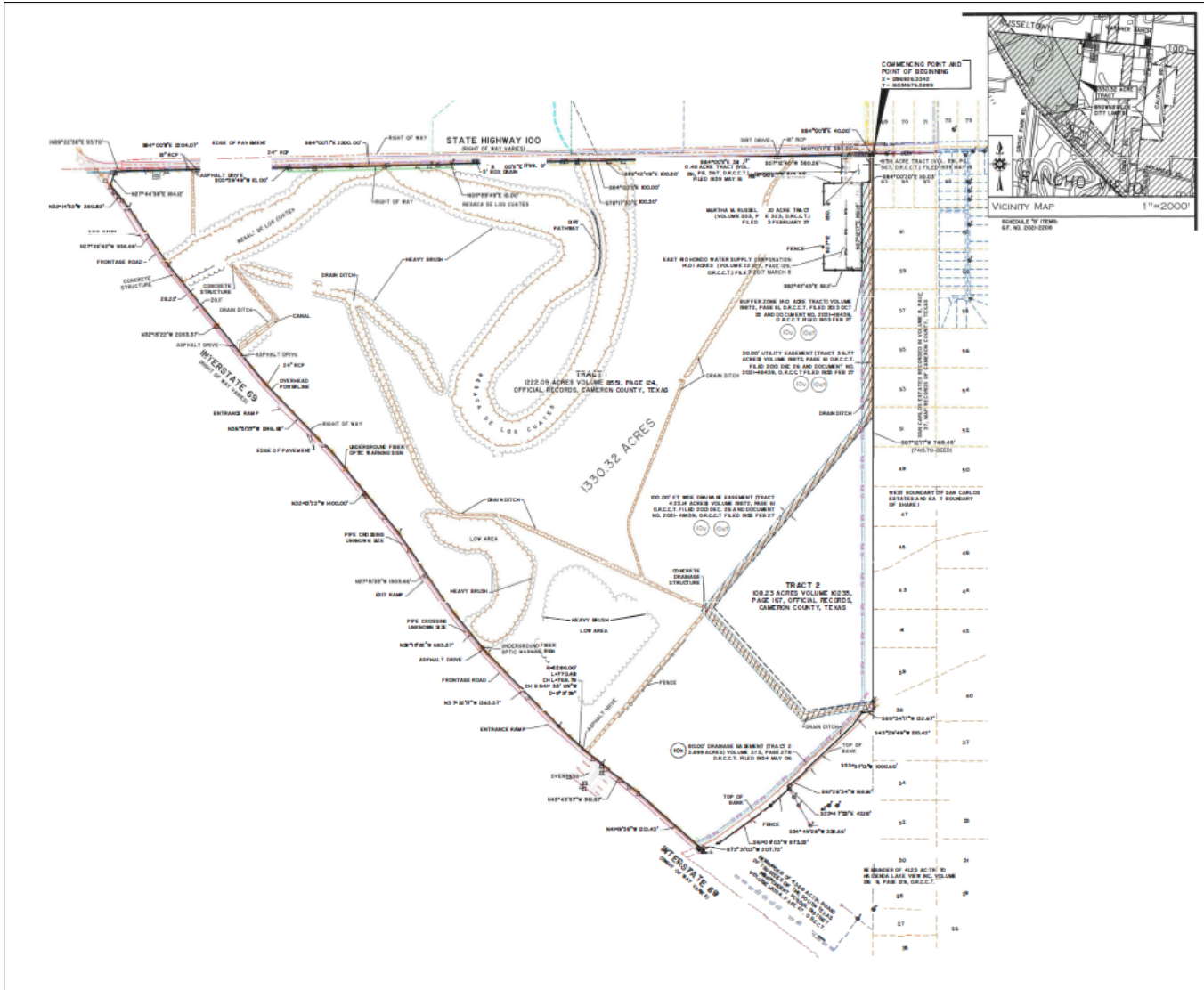


EXHIBIT B – SUPPLEMENTAL SERVICES

		Total FY 2026/2027 Budget ^[a]
Operation and Maintenance Costs		
Water	\$	69,500.00
Storm Sewer Maintenance		13,955.04
ROW Maintenance		52,706.40
Open Space		869.88
Trails		25,244.40
Landscaping		40,912.20
Parks		5,508.84
Streetscape		940.56
Total Operation and Maintenance Costs	\$	209,637.32
Other Costs		
Annual Collection Costs	\$	23,861.00
Total Other Costs	\$	23,861.00
Total Supplemental Services		\$ 233,498.32

Footnotes:

[a] As provided by the Developer. The budget will be updated annually in each O&M A&R Service and Assessment Plan.

EXHIBIT C – SERVICE PLAN

		Improvement Area #1				
Annual Installment Due ^[a]		1/31/2027	1/31/2028	1/31/2029	1/31/2030	1/31/2031
O&M Assessment ^[b]	(1)	\$ 209,637.32	\$ 213,830.07	\$ 218,106.67	\$ 222,468.80	\$ 226,918.18
Annual Collection Costs ^[b]	(2)	\$ 23,861.00	\$ 24,338.22	\$ 24,824.98	\$ 25,321.48	\$ 25,827.91
Total Annual Installment	(3) = (1) + (2)	\$ 233,498.32	\$ 238,168.29	\$ 242,931.65	\$ 247,790.29	\$ 252,746.09

Footnotes:

[a] The Annual Installments for years 2028 through 2031 are estimates and are subject to change as the PID Act requires the O&M Assessment and Annual Collection Costs be calculated and levied each year by the City Commission.

[b] Values escalated at 2% annually.

EXHIBIT D – ASSESSMENT ROLL

			Legal Description		Notes	O&M Assessment	Annual Collection Costs ^[b]	Annual Installment Due 1/31/2027
Property ID ^[a]	Improvement Area	Lot Type	Phase	Lot				
160218	Remainder Area	N/A	N/A	100	[c]	\$0.00	\$0.00	\$0.00
450394	Remainder Area	N/A	N/A	100	[c]	\$0.00	\$0.00	\$0.00
455492	Improvement Area #1	Lot Type Residential	ONE	1		\$1,255.31	\$142.88	\$1,398.19
455493	Improvement Area #1	Lot Type Residential	ONE	2		\$1,255.31	\$142.88	\$1,398.19
455494	Improvement Area #1	Lot Type Residential	ONE	3		\$1,255.31	\$142.88	\$1,398.19
455495	Improvement Area #1	Lot Type Residential	ONE	4		\$1,255.31	\$142.88	\$1,398.19
455496	Improvement Area #1	Lot Type Residential	ONE	5		\$1,255.31	\$142.88	\$1,398.19
455497	Improvement Area #1	Lot Type Residential	ONE	6		\$1,255.31	\$142.88	\$1,398.19
455498	Improvement Area #1	Lot Type Residential	ONE	7		\$1,255.31	\$142.88	\$1,398.19
455499	Improvement Area #1	Lot Type Residential	ONE	8		\$1,255.31	\$142.88	\$1,398.19
455500	Improvement Area #1	Lot Type Residential	ONE	9		\$1,255.31	\$142.88	\$1,398.19
455501	Improvement Area #1	Lot Type Residential	ONE	10		\$1,255.31	\$142.88	\$1,398.19
455502	Improvement Area #1	Lot Type Residential	ONE	11		\$1,255.31	\$142.88	\$1,398.19
455503	Improvement Area #1	Lot Type Residential	ONE	12		\$1,255.31	\$142.88	\$1,398.19
455504	Improvement Area #1	Lot Type Residential	ONE	13		\$1,255.31	\$142.88	\$1,398.19
455505	Improvement Area #1	Lot Type Residential	ONE	14		\$1,255.31	\$142.88	\$1,398.19
455506	Improvement Area #1	Lot Type Residential	ONE	15		\$1,255.31	\$142.88	\$1,398.19
455507	Improvement Area #1	Lot Type Residential	ONE	16		\$1,255.31	\$142.88	\$1,398.19
455508	Improvement Area #1	Lot Type Residential	ONE	17		\$1,255.31	\$142.88	\$1,398.19
455509	Improvement Area #1	Lot Type Residential	ONE	18		\$1,255.31	\$142.88	\$1,398.19
455510	Improvement Area #1	Lot Type Residential	ONE	19		\$1,255.31	\$142.88	\$1,398.19
455511	Improvement Area #1	Lot Type Residential	ONE	20		\$1,255.31	\$142.88	\$1,398.19
455512	Improvement Area #1	Lot Type Residential	ONE	21		\$1,255.31	\$142.88	\$1,398.19

			Legal Description		Notes	O&M Assessment	Annual Collection Costs ^[b]	Annual Installment Due 1/31/2027
Property ID ^[a]	Improvement Area	Lot Type	Phase	Lot				
455513	Improvement Area #1	Lot Type Residential	ONE	22		\$1,255.31	\$142.88	\$1,398.19
455514	Improvement Area #1	Lot Type Residential	ONE	23		\$1,255.31	\$142.88	\$1,398.19
455515	Improvement Area #1	Lot Type Residential	ONE	24		\$1,255.31	\$142.88	\$1,398.19
455516	Improvement Area #1	Lot Type Residential	ONE	25		\$1,255.31	\$142.88	\$1,398.19
455517	Improvement Area #1	Lot Type Residential	ONE	26		\$1,255.31	\$142.88	\$1,398.19
455518	Improvement Area #1	Lot Type Residential	ONE	27		\$1,255.31	\$142.88	\$1,398.19
455519	Improvement Area #1	Lot Type Residential	ONE	28		\$1,255.31	\$142.88	\$1,398.19
455520	Improvement Area #1	Lot Type Residential	ONE	29		\$1,255.31	\$142.88	\$1,398.19
455521	Improvement Area #1	Lot Type Residential	ONE	30		\$1,255.31	\$142.88	\$1,398.19
455522	Improvement Area #1	Lot Type Residential	ONE	31		\$1,255.31	\$142.88	\$1,398.19
455523	Improvement Area #1	Lot Type Residential	ONE	32		\$1,255.31	\$142.88	\$1,398.19
455524	Improvement Area #1	Lot Type Residential	ONE	33		\$1,255.31	\$142.88	\$1,398.19
455525	Improvement Area #1	Lot Type Residential	ONE	34		\$1,255.31	\$142.88	\$1,398.19
455526	Improvement Area #1	Lot Type Residential	ONE	35		\$1,255.31	\$142.88	\$1,398.19
455527	Improvement Area #1	Lot Type Residential	ONE	36		\$1,255.31	\$142.88	\$1,398.19
455528	Improvement Area #1	Lot Type Residential	ONE	37		\$1,255.31	\$142.88	\$1,398.19
455529	Improvement Area #1	Lot Type Residential	ONE	38		\$1,255.31	\$142.88	\$1,398.19
455530	Improvement Area #1	Lot Type Residential	ONE	39		\$1,255.31	\$142.88	\$1,398.19
455531	Improvement Area #1	Lot Type Residential	ONE	40		\$1,255.31	\$142.88	\$1,398.19
455532	Improvement Area #1	Lot Type Residential	ONE	41		\$1,255.31	\$142.88	\$1,398.19
455533	Improvement Area #1	Lot Type Residential	ONE	42		\$1,255.31	\$142.88	\$1,398.19
455534	Improvement Area #1	Lot Type Residential	ONE	43		\$1,255.31	\$142.88	\$1,398.19
455535	Improvement Area #1	Lot Type Residential	ONE	44		\$1,255.31	\$142.88	\$1,398.19
455536	Improvement Area #1	Lot Type Residential	ONE	45		\$1,255.31	\$142.88	\$1,398.19
455537	Improvement Area #1	Lot Type Residential	ONE	46		\$1,255.31	\$142.88	\$1,398.19

			Legal Description		Notes	O&M Assessment	Annual Collection Costs ^[b]	Annual Installment Due 1/31/2027
Property ID ^[a]	Improvement Area	Lot Type	Phase	Lot				
455538	Improvement Area #1	Lot Type Residential	ONE	47		\$1,255.31	\$142.88	\$1,398.19
455539	Improvement Area #1	Lot Type Residential	ONE	48		\$1,255.31	\$142.88	\$1,398.19
455540	Improvement Area #1	Lot Type Residential	ONE	49		\$1,255.31	\$142.88	\$1,398.19
455541	Improvement Area #1	Lot Type Residential	ONE	50		\$1,255.31	\$142.88	\$1,398.19
455542	Improvement Area #1	Lot Type Residential	ONE	51		\$1,255.31	\$142.88	\$1,398.19
455543	Improvement Area #1	Lot Type Residential	ONE	52		\$1,255.31	\$142.88	\$1,398.19
455544	Improvement Area #1	Lot Type Residential	ONE	53		\$1,255.31	\$142.88	\$1,398.19
455545	Improvement Area #1	Lot Type Residential	ONE	54		\$1,255.31	\$142.88	\$1,398.19
455546	Improvement Area #1	Lot Type Residential	ONE	55		\$1,255.31	\$142.88	\$1,398.19
455547	Improvement Area #1	Lot Type Residential	ONE	56		\$1,255.31	\$142.88	\$1,398.19
455548	Improvement Area #1	Lot Type Residential	ONE	57		\$1,255.31	\$142.88	\$1,398.19
455549	Improvement Area #1	Lot Type Residential	ONE	58		\$1,255.31	\$142.88	\$1,398.19
455550	Improvement Area #1	Lot Type Residential	ONE	59		\$1,255.31	\$142.88	\$1,398.19
455551	Improvement Area #1	Lot Type Residential	ONE	60		\$1,255.31	\$142.88	\$1,398.19
455552	Improvement Area #1	Lot Type Residential	ONE	61		\$1,255.31	\$142.88	\$1,398.19
455553	Improvement Area #1	Lot Type Residential	ONE	62		\$1,255.31	\$142.88	\$1,398.19
455554	Improvement Area #1	Lot Type Residential	ONE	63		\$1,255.31	\$142.88	\$1,398.19
455555	Improvement Area #1	Lot Type Residential	ONE	64		\$1,255.31	\$142.88	\$1,398.19
455556	Improvement Area #1	Lot Type Residential	ONE	65		\$1,255.31	\$142.88	\$1,398.19
455557	Improvement Area #1	Lot Type Residential	ONE	66		\$1,255.31	\$142.88	\$1,398.19
455558	Improvement Area #1	Lot Type Residential	ONE	67		\$1,255.31	\$142.88	\$1,398.19
455559	Improvement Area #1	Lot Type Residential	ONE	68		\$1,255.31	\$142.88	\$1,398.19
455560	Improvement Area #1	Lot Type Residential	ONE	69		\$1,255.31	\$142.88	\$1,398.19
455561	Improvement Area #1	Lot Type Residential	ONE	70		\$1,255.31	\$142.88	\$1,398.19
455562	Improvement Area #1	Lot Type Residential	ONE	71		\$1,255.31	\$142.88	\$1,398.19

			Legal Description		Notes	O&M Assessment	Annual Collection Costs ^[b]	Annual Installment Due 1/31/2027
Property ID ^[a]	Improvement Area	Lot Type	Phase	Lot				
455563	Improvement Area #1	Lot Type Residential	ONE	72		\$1,255.31	\$142.88	\$1,398.19
455564	Improvement Area #1	Lot Type Residential	ONE	73		\$1,255.31	\$142.88	\$1,398.19
455565	Improvement Area #1	Lot Type Residential	ONE	74		\$1,255.31	\$142.88	\$1,398.19
455566	Improvement Area #1	Lot Type Residential	ONE	75		\$1,255.31	\$142.88	\$1,398.19
455567	Improvement Area #1	Lot Type Residential	ONE	76		\$1,255.31	\$142.88	\$1,398.19
455568	Improvement Area #1	Lot Type Residential	ONE	77		\$1,255.31	\$142.88	\$1,398.19
455569	Improvement Area #1	Lot Type Residential	ONE	78		\$1,255.31	\$142.88	\$1,398.19
455570	Improvement Area #1	Lot Type Residential	ONE	79		\$1,255.31	\$142.88	\$1,398.19
455571	Improvement Area #1	Lot Type Residential	ONE	80		\$1,255.31	\$142.88	\$1,398.19
455572	Improvement Area #1	Lot Type Residential	ONE	81		\$1,255.31	\$142.88	\$1,398.19
455573	Improvement Area #1	Lot Type Residential	ONE	82		\$1,255.31	\$142.88	\$1,398.19
455574	Improvement Area #1	Lot Type Residential	ONE	83		\$1,255.31	\$142.88	\$1,398.19
455575	Improvement Area #1	Lot Type Residential	ONE	84		\$1,255.31	\$142.88	\$1,398.19
455576	Improvement Area #1	Lot Type Residential	ONE	85		\$1,255.31	\$142.88	\$1,398.19
455577	Improvement Area #1	Lot Type Residential	ONE	86		\$1,255.31	\$142.88	\$1,398.19
455578	Improvement Area #1	Lot Type Residential	ONE	87		\$1,255.31	\$142.88	\$1,398.19
455579	Improvement Area #1	Lot Type Residential	ONE	88		\$1,255.31	\$142.88	\$1,398.19
455580	Improvement Area #1	Lot Type Residential	ONE	89		\$1,255.31	\$142.88	\$1,398.19
455581	Improvement Area #1	Lot Type Residential	ONE	90		\$1,255.31	\$142.88	\$1,398.19
455582	Improvement Area #1	Lot Type Residential	ONE	91		\$1,255.31	\$142.88	\$1,398.19
455583	Improvement Area #1	Lot Type Residential	ONE	92		\$1,255.31	\$142.88	\$1,398.19
455584	Improvement Area #1	Lot Type Residential	ONE	93		\$1,255.31	\$142.88	\$1,398.19
455585	Improvement Area #1	Lot Type Residential	ONE	94		\$1,255.31	\$142.88	\$1,398.19
455586	Improvement Area #1	Lot Type Residential	ONE	95		\$1,255.31	\$142.88	\$1,398.19
455587	Improvement Area #1	Lot Type Residential	ONE	96		\$1,255.31	\$142.88	\$1,398.19

			Legal Description		Notes	O&M Assessment	Annual Collection Costs ^[b]	Annual Installment Due 1/31/2027
Property ID ^[a]	Improvement Area	Lot Type	Phase	Lot				
455588	Improvement Area #1	Lot Type Residential	ONE	97		\$1,255.31	\$142.88	\$1,398.19
455589	Improvement Area #1	Lot Type Residential	ONE	98		\$1,255.31	\$142.88	\$1,398.19
455590	Improvement Area #1	Lot Type Residential	ONE	99		\$1,255.31	\$142.88	\$1,398.19
455591	Improvement Area #1	Lot Type Residential	ONE	100		\$1,255.31	\$142.88	\$1,398.19
455592	Improvement Area #1	Lot Type Residential	ONE	101		\$1,255.31	\$142.88	\$1,398.19
455593	Improvement Area #1	Lot Type Residential	ONE	102		\$1,255.31	\$142.88	\$1,398.19
455594	Improvement Area #1	Lot Type Residential	ONE	103		\$1,255.31	\$142.88	\$1,398.19
455595	Improvement Area #1	Lot Type Residential	ONE	104		\$1,255.31	\$142.88	\$1,398.19
455596	Improvement Area #1	Lot Type Residential	ONE	105		\$1,255.31	\$142.88	\$1,398.19
455597	Improvement Area #1	Lot Type Residential	ONE	106		\$1,255.31	\$142.88	\$1,398.19
455598	Improvement Area #1	Lot Type Residential	ONE	107		\$1,255.31	\$142.88	\$1,398.19
455599	Improvement Area #1	Lot Type Residential	ONE	108		\$1,255.31	\$142.88	\$1,398.19
455600	Improvement Area #1	Lot Type Residential	ONE	109		\$1,255.31	\$142.88	\$1,398.19
455601	Improvement Area #1	Lot Type Residential	ONE	110		\$1,255.31	\$142.88	\$1,398.19
455602	Improvement Area #1	Lot Type Residential	ONE	111		\$1,255.31	\$142.88	\$1,398.19
455603	Improvement Area #1	Lot Type Residential	ONE	112		\$1,255.31	\$142.88	\$1,398.19
455604	Improvement Area #1	Lot Type Residential	ONE	113		\$1,255.31	\$142.88	\$1,398.19
455605	Improvement Area #1	Lot Type Residential	ONE	114		\$1,255.31	\$142.88	\$1,398.19
455606	Improvement Area #1	Lot Type Residential	ONE	115		\$1,255.31	\$142.88	\$1,398.19
455607	Improvement Area #1	Lot Type Residential	ONE	116		\$1,255.31	\$142.88	\$1,398.19
455608	Improvement Area #1	Lot Type Residential	ONE	117		\$1,255.31	\$142.88	\$1,398.19
455609	Improvement Area #1	Lot Type Residential	ONE	118		\$1,255.31	\$142.88	\$1,398.19
455610	Improvement Area #1	Lot Type Residential	ONE	119		\$1,255.31	\$142.88	\$1,398.19
455611	Improvement Area #1	Lot Type Residential	ONE	120		\$1,255.31	\$142.88	\$1,398.19
455612	Improvement Area #1	Lot Type Residential	ONE	121		\$1,255.31	\$142.88	\$1,398.19

			Legal Description		Notes	O&M Assessment	Annual Collection Costs ^[b]	Annual Installment Due 1/31/2027
Property ID ^[a]	Improvement Area	Lot Type	Phase	Lot				
455613	Improvement Area #1	Lot Type Residential	ONE	122		\$1,255.31	\$142.88	\$1,398.19
455614	Improvement Area #1	Lot Type Residential	ONE	123		\$1,255.31	\$142.88	\$1,398.19
455615	Improvement Area #1	Lot Type Residential	ONE	124		\$1,255.31	\$142.88	\$1,398.19
455616	Improvement Area #1	Lot Type Residential	ONE	125		\$1,255.31	\$142.88	\$1,398.19
455617	Improvement Area #1	Lot Type Residential	ONE	126		\$1,255.31	\$142.88	\$1,398.19
455618	Improvement Area #1	Lot Type Residential	ONE	127		\$1,255.31	\$142.88	\$1,398.19
455619	Improvement Area #1	Lot Type Residential	ONE	128		\$1,255.31	\$142.88	\$1,398.19
455620	Improvement Area #1	Lot Type Residential	ONE	129		\$1,255.31	\$142.88	\$1,398.19
455621	Improvement Area #1	Lot Type Residential	ONE	130		\$1,255.31	\$142.88	\$1,398.19
455622	Improvement Area #1	Lot Type Residential	ONE	131		\$1,255.31	\$142.88	\$1,398.19
455623	Improvement Area #1	Lot Type Residential	ONE	132		\$1,255.31	\$142.88	\$1,398.19
455624	Improvement Area #1	Lot Type Residential	ONE	133		\$1,255.31	\$142.88	\$1,398.19
455625	Improvement Area #1	Lot Type Residential	ONE	134		\$1,255.31	\$142.88	\$1,398.19
455626	Improvement Area #1	Lot Type Residential	ONE	135		\$1,255.31	\$142.88	\$1,398.19
455627	Improvement Area #1	Lot Type Residential	ONE	136		\$1,255.31	\$142.88	\$1,398.19
455628	Improvement Area #1	Lot Type Residential	ONE	137		\$1,255.31	\$142.88	\$1,398.19
455629	Improvement Area #1	Lot Type Residential	ONE	138		\$1,255.31	\$142.88	\$1,398.19
455630	Improvement Area #1	Lot Type Residential	ONE	139		\$1,255.31	\$142.88	\$1,398.19
455631	Improvement Area #1	Lot Type Residential	ONE	140		\$1,255.31	\$142.88	\$1,398.19
455632	Improvement Area #1	Lot Type Residential	ONE	141		\$1,255.31	\$142.88	\$1,398.19
455633	Improvement Area #1	Lot Type Residential	ONE	142		\$1,255.31	\$142.88	\$1,398.19
455634	Improvement Area #1	Lot Type Residential	ONE	143		\$1,255.31	\$142.88	\$1,398.19
455635	Improvement Area #1	Lot Type Residential	ONE	144		\$1,255.31	\$142.88	\$1,398.19
455636	Improvement Area #1	Lot Type Residential	ONE	145		\$1,255.31	\$142.88	\$1,398.19
455637	Improvement Area #1	Lot Type Residential	ONE	146		\$1,255.31	\$142.88	\$1,398.19

			Legal Description		Notes	O&M Assessment	Annual Collection Costs ^[b]	Annual Installment Due 1/31/2027
Property ID ^[a]	Improvement Area	Lot Type	Phase	Lot				
455638	Improvement Area #1	Lot Type Residential	ONE	147		\$1,255.31	\$142.88	\$1,398.19
455639	Improvement Area #1	Lot Type Residential	ONE	148		\$1,255.31	\$142.88	\$1,398.19
455640	Improvement Area #1	Lot Type Residential	ONE	149		\$1,255.31	\$142.88	\$1,398.19
455641	Improvement Area #1	Lot Type Residential	ONE	150		\$1,255.31	\$142.88	\$1,398.19
455642	Improvement Area #1	Lot Type Residential	ONE	151		\$1,255.31	\$142.88	\$1,398.19
455643	Improvement Area #1	Lot Type Residential	ONE	152		\$1,255.31	\$142.88	\$1,398.19
455644	Improvement Area #1	Lot Type Residential	ONE	153		\$1,255.31	\$142.88	\$1,398.19
455645	Improvement Area #1	Lot Type Residential	ONE	154		\$1,255.31	\$142.88	\$1,398.19
455646	Improvement Area #1	Lot Type Residential	ONE	155		\$1,255.31	\$142.88	\$1,398.19
455647	Improvement Area #1	Lot Type Residential	ONE	156		\$1,255.31	\$142.88	\$1,398.19
455648	Improvement Area #1	Lot Type Residential	ONE	157		\$1,255.31	\$142.88	\$1,398.19
455649	Improvement Area #1	Lot Type Residential	ONE	158		\$1,255.31	\$142.88	\$1,398.19
455650	Improvement Area #1	Lot Type Residential	ONE	159		\$1,255.31	\$142.88	\$1,398.19
455651	Improvement Area #1	Lot Type Residential	ONE	160		\$1,255.31	\$142.88	\$1,398.19
455652	Improvement Area #1	Lot Type Residential	ONE	161		\$1,255.31	\$142.88	\$1,398.19
455653	Improvement Area #1	Lot Type Residential	ONE	162		\$1,255.31	\$142.88	\$1,398.19
455654	Improvement Area #1	Lot Type Residential	ONE	163		\$1,255.31	\$142.88	\$1,398.19
455655	Improvement Area #1	Lot Type Residential	ONE	164		\$1,255.31	\$142.88	\$1,398.19
455656	Improvement Area #1	Lot Type Residential	ONE	165		\$1,255.31	\$142.88	\$1,398.19
455657	Improvement Area #1	Lot Type Residential	ONE	166		\$1,255.31	\$142.88	\$1,398.19
455658	Improvement Area #1	Lot Type Residential	ONE	167		\$1,255.31	\$142.88	\$1,398.19
455659	Improvement Area #1	Non-Benefited Property	ONE	Common Areas & Drain Ditch		\$0.00	\$0.00	\$0.00
455875	Improvement Area #1	Non-Benefited Property	ONE	Anchor Tract		\$0.00	\$0.00	\$0.00
Total^[d]						\$209,637.32	\$23,861.00	\$233,498.32

Footnotes

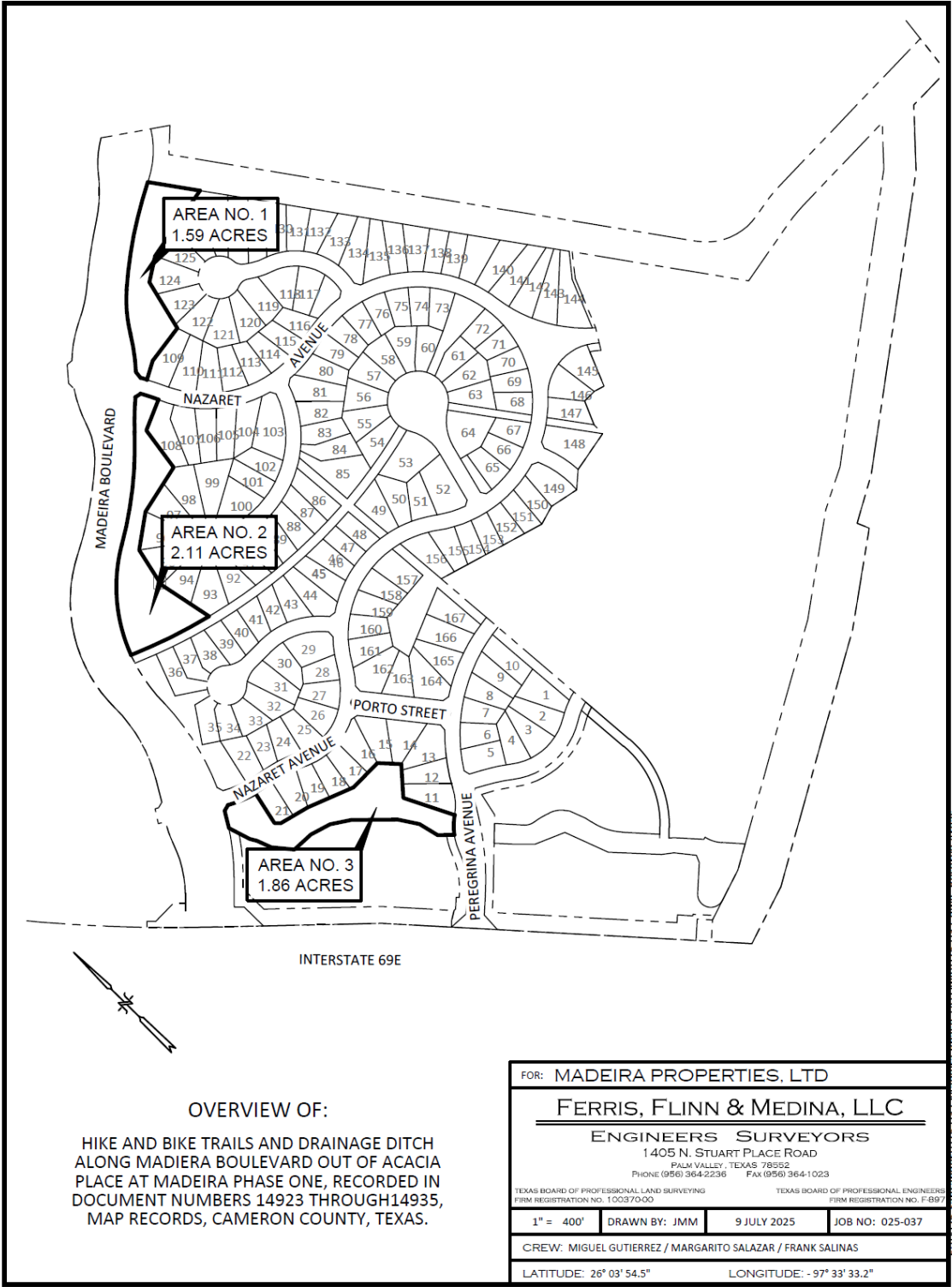
[a] As provided by the Cameron Appraisal District.

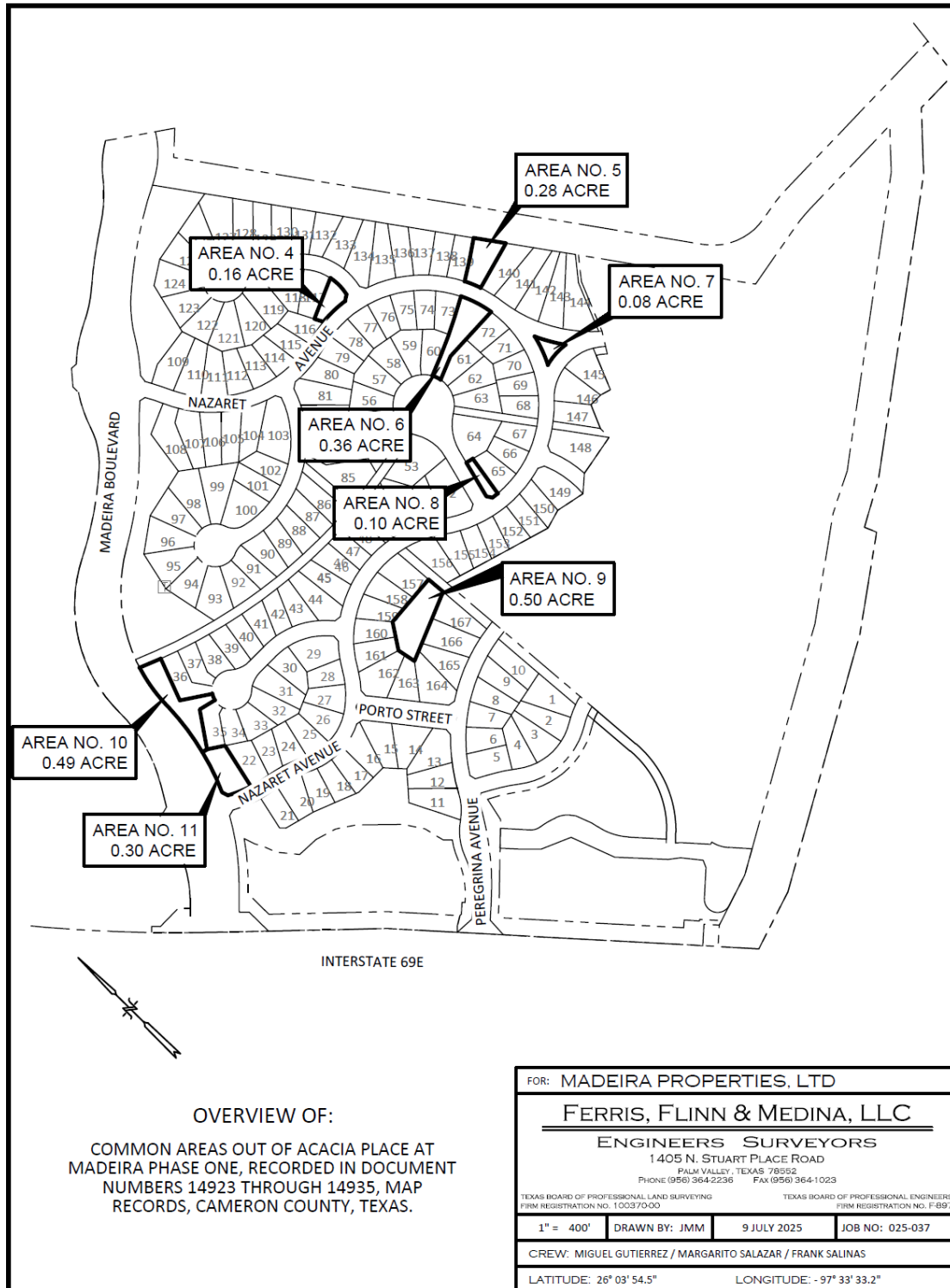
[b] For billing purposes, the Annual Collection Costs portion of the Annual Installment due 1/31/2027 shall be allocated to the Property IDs based on the ratio of the O&M Assessment on each Parcel as compared to the total O&M Assessment of the District.

[c] Property located entirely outside of Improvement Area #1 and anticipated to be developed as one or more future improvement areas.

[d] Totals may not sum due to rounding.

EXHIBIT E – MAPS OF THE PUBLIC IMPROVEMENTS





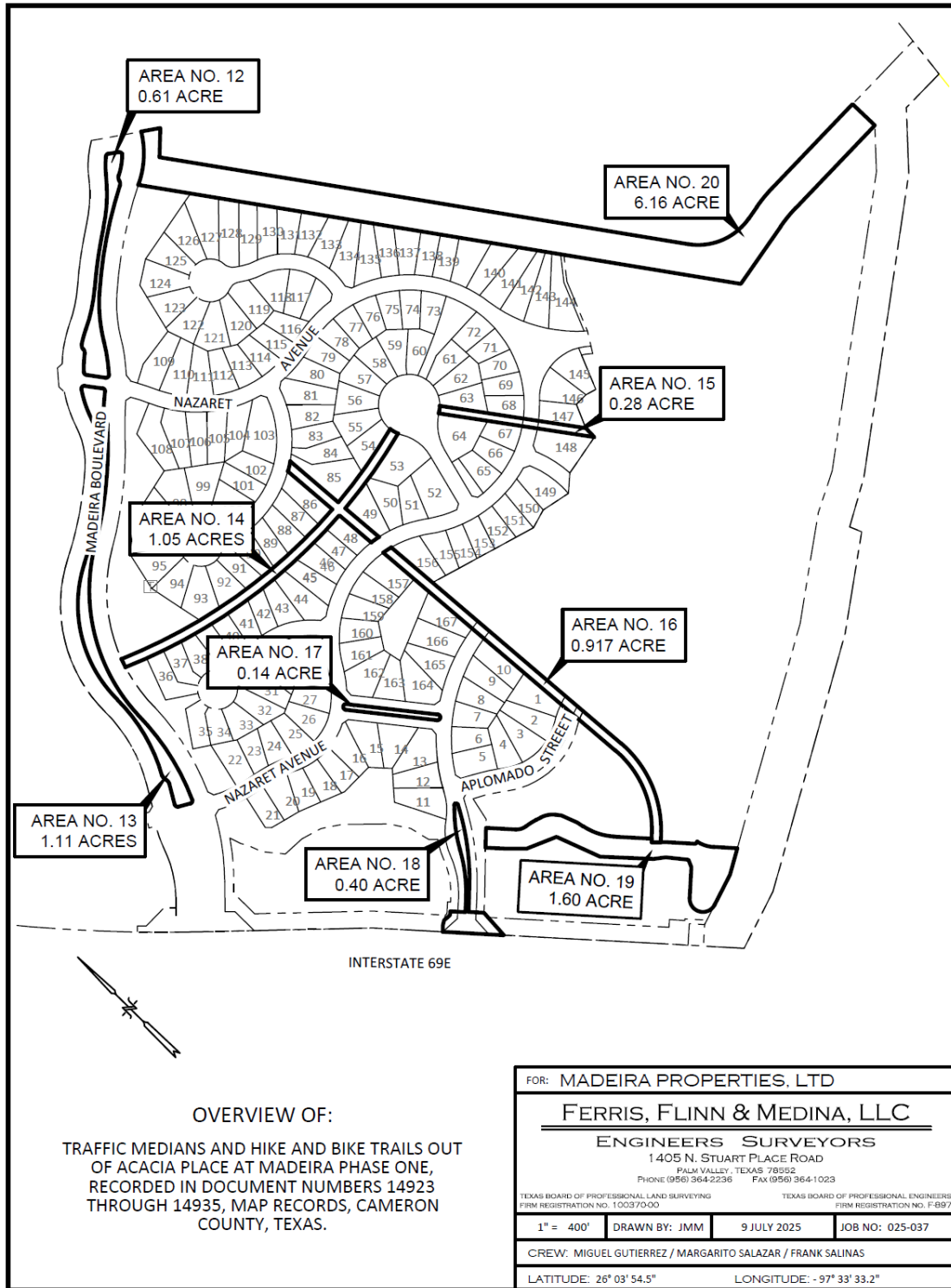


EXHIBIT F – DISTRICT LEGAL DESCRIPTION

FERRIS, FLINN & MEDINA, LLC

E N G I N E E R S S U R V E Y O R S

METES AND BOUNDS

18 February 2022

1330.32 ACRES OUT OF SHARE 1, ESPIRITU SANTO GRANT

BEING A 1330.32 ACRE TRACT of land comprised of the following tracts:
TRACT 1) 1222.09 Acres out of a 1282.657 Acre Tract conveyed to Madeira Properties, Ltd, by deed filed 3 December 2002 and recorded in Volume 8551, Page 124, Official Records of Cameron County, Texas and
TRACT 2) 108.23 Acres conveyed as a 108.45 Acre Tract in Volume 10235, Page 167, Official Records, Cameron County, Texas; being out of Share 1, Espiritu Santo Grant, Cameron County, Texas; said 1330.32 Acres being more particularly described by metes and bounds as follows:

COMMENCING at the intersection of the East boundary of Share 1, being the same East line of what is commonly called the "Noriega Tract" and the South Right of way of State Highway 100 (Having 138 Feet of Right of way) and being on the West boundary of Block 63, San Carlos Estates recorded in Volume 8, Page 37, Map Records of Cameron County, Texas from which a 1/2 inch iron rod found bears South 53 Deg. 19 Min. 05 Sec. West a distance of 1.76 feet, for the Northeast corner and POINT OF BEGINNING of the tract herein described; (Having Coordinate values of X = 1296926.3342 Y = 16554676.5889, based on the Texas State Plane Coordinate System, South Zone, NAD 83);

- 1) THENCE leaving the South Right of way of State Highway 100 and along the East boundary of Share 1, being the West boundary of San Carlos Estates, South 07 Deg. 12 Min. 17 Sec. West at a distance of 3500.00 feet pass the North corner of the 108.23 Acre Tract, at a distance of 3774.45 feet pass the Southeast corner of the 108.23 Acre Tract, a total distance of 7415.49 feet (7415.70 feet-deed) to a point, for the Southeast corner of the tract herein described;
- 2) THENCE South 89 Deg. 34 Min 17 Sec. West a distance of 152.67 feet to a point within the banks of a drain ditch, for a corner of the tract herein described;
- 3) THENCE within the banks of the existing drain ditch, South 43 Deg. 29 Min. 49 Sec. West a distance of 215.42 feet to a point, for a corner of the tract herein described;
- 4) THENCE continuing within the banks of the existing drain ditch, South 53 Deg. 57 Min. 13 Sec. West a distance of 1000.60 feet to a point, for a corner of the tract herein described;
- 5) THENCE continuing within the banks of the existing drain ditch, South 61 Deg. 28 Min. 34 Sec. West a distance of 168.16 feet to a point, for a corner of the tract herein described;
- 6) THENCE continuing within the banks of the existing drain ditch, South 22 Deg. 47 Min. 53 Sec. East a distance of 42.18 feet to a point from which an iron rod found bears North 76 Deg. 40 Min. 02 Sec. West a distance of 1.19 feet and being the North corner of a 43.68 Acre Tract conveyed to the Board of Trustees of the South Texas Independent School District and recorded in Volume 18354, Page 47, Official Records of Cameron County, Texas, for a corner of the tract herein described;
- 7) THENCE along the approximate south bank of the existing drain ditch, South 54 Deg. 49 Min. 28 Sec. West a distance of 335.66 feet to a point from which an iron rod found bears North 71 Deg. 53 Min. 02 Sec. West a distance of 1.17 feet, for a corner of the tract herein described;
- 8) THENCE South 61 Deg. 09 Min. 03 Sec. West a distance of 873.22 feet to a point from which an iron rod found bears North 82 Deg. 37 Min. 23 Sec. West a distance of 1.08 feet, for a corner of the tract herein described;
- 9) THENCE South 72 Deg. 31 Min. 03 Sec. West a distance of 207.72 feet to a point from which an iron rod found bears North 6 Deg. 04 Min. 29 Sec. West a distance of 0.40 feet and being on the East Right of way of Interstate 69 (U.S. Expressway 77/83), for the South corner of the tract herein described;
- 10) THENCE along the East Right of way of Interstate 69 (U.S. Expressway 77/83), North 41 Deg. 19 Min. 56 Sec. West a distance of 1213.45 feet to a 1/2 inch iron rod with plastic cap stamped MEDINA 5719 found, for a corner of the tract herein described;
- 11) THENCE continuing along the East Right of way of Interstate 69 (U.S. Expressway 77/83), North 45 Deg. 43 Min. 57 Sec. West a distance of 561.67 feet to a 1/2 inch iron rod with plastic cap stamped MEDINA 5719 found at the Point of Curvature of a curve to the right, for an angle point of the tract herein described;
- 12) THENCE continuing along the East Right of way of Interstate 69 (U.S. Expressway 77/83) and along said curve to the right, having a Radius of 5280.00 feet, an Arc Length of 770.48 feet, through a central angle of 08 Deg. 21 Min. 39 Sec., with a Chord Bearing of North 41 Deg. 33 Min. 09 Sec. West and a Chord Distance of 769.79 feet to a 1/2 inch iron rod with plastic cap stamped MEDINA 5719 found, for the Point of Tangency of said curve to the right and an angle point of the tract herein described;
- 13) THENCE continuing along the East Right of way of Interstate 69 (U.S. Expressway 77/83), North 37 Deg. 22 Min. 17 Sec. West a distance of 1365.57 feet to a 1/2 inch iron rod with plastic cap stamped MEDINA 5719 found, for a corner of the tract herein described;
- 14) THENCE continuing along the East Right of way of Interstate 69 (U.S. Expressway 77/83), North 32 Deg. 15 Min. 22 Sec. West a distance of 683.57 feet to a 1/2 inch iron rod with plastic cap stamped MEDINA 5719 found, for a corner of the tract herein described;

F:\0025 Santander\025-039 Madeira ALTA Survey\MB\025-037 Overall MB 1330.32 Ac.docx Page 1 of 3

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- 15) **THENCE** continuing along the East Right of way of Interstate 69 (U.S. Expressway 77/83), North 27 Deg. 51 Min. 22 Sec. West a distance of 1303.46 feet to an iron rod found, for a corner of the tract herein described;
- 16) **THENCE** continuing along the East Right of way of Interstate 69 (U.S. Expressway 77/83), North 32 Deg. 15 Min. 22 Sec. West a distance of 1400.60 feet to a 1/2 inch iron rod with plastic cap stamped MEDINA 5719 found, for a corner of the tract herein described;
- 17) **THENCE** continuing along the East Right of way of Interstate 69 (U.S. Expressway 77/83), North 36 Deg. 51 Min. 27 Sec. West a distance of 1246.62 feet to a 1/2 inch iron rod with plastic cap stamped MEDINA 5719 found, for a corner of the tract herein described;
- 18) **THENCE** continuing along the East Right of way of Interstate 69 (U.S. Expressway 77/83), North 32 Deg. 15 Min. 22 Sec. West a distance of 2053.37 feet to a 1/2 inch iron rod with plastic cap stamped MEDINA 5719 found, for a corner of the tract herein described;
- 19) **THENCE** continuing along the East Right of way of Interstate 69 (U.S. Expressway 77/83), North 27 Deg. 26 Min. 42 Sec. West a distance of 956.66 feet to a 1/2 inch iron rod with plastic cap stamped MEDINA 5719 found, for a corner of the tract herein described;
- 20) **THENCE** continuing along the East Right of way of Interstate 69 (U.S. Expressway 77/83), North 32 Deg. 14 Min. 52 Sec. West a distance of 380.82 feet to a 1/2 inch iron rod with plastic cap stamped MEDINA 5719 found, for a corner of the tract herein described;
- 21) **THENCE** along the corner clip of State Highway 100 (Having a Varying Right of way Width), North 27 Deg. 44 Min. 38 Sec. East a distance of 184.12 feet to a 1/2 inch iron rod with plastic cap stamped MEDINA 5719 found, for a corner of the tract herein described;
- 22) **THENCE** along the South Right of way of State Highway 100, North 89 Deg. 22 Min. 38 Sec. East a distance of 93.70 feet to a 1/2 inch iron rod with plastic cap stamped MEDINA 5719 found, for a corner of the tract herein described;
- 23) **THENCE** continuing along the South Right of way of State Highway 100, South 84 Deg. 00 Min. 11 Sec. East a distance of 2204.07 feet to a point, for a corner of the tract herein described;
- 24) **THENCE** continuing along the South Right of way of State Highway 100, South 05 Deg. 59 Min. 49 Sec. West a distance of 10.00 feet to a bent 1/2 inch iron rod found, for a corner of the tract herein described;
- 25) **THENCE** continuing along the South Right of way of State Highway 100, South 84 Deg. 00 Min. 11 Sec. East a distance of 2200.00 feet to a 1/2 inch iron rod with plastic cap stamped MEDINA 5719 found, for a corner of the tract herein described;
- 26) **THENCE** continuing along the South Right of way of State Highway 100, North 05 Deg. 59 Min. 49 Sec. East a distance of 10.00 feet to a 1/2 inch iron rod with plastic cap stamped MEDINA 5719 found, for a corner of the tract herein described;
- 27) **THENCE** continuing along the South Right of way of State Highway 100, South 84 Deg. 00 Min. 11 Sec. East, at a distance of 0.43 feet pass a 1/2 inch iron rod found, a total distance of 1799.90 feet to a 1/2 inch iron rod with plastic cap stamped MEDINA 5719 found, for a corner of the tract herein described;
- 28) **THENCE** continuing along the South Right of way of State Highway 100, South 78 Deg. 17 Min. 33 Sec. East a distance of 100.50 feet to a 1/2 inch iron rod with plastic cap stamped MEDINA 5719 found, for a corner of the tract herein described;
- 29) **THENCE** continuing along the South Right of way of State Highway 100, South 84 Deg. 00 Min. 11 Sec. East a distance of 100.00 feet to a point, for a corner of the tract herein described;
- 30) **THENCE** continuing along the South Right of way of State Highway 100, South 89 Deg. 42 Min. 49 Sec. East a distance of 100.50 feet to a point, for a corner of the tract herein described;
- 31) **THENCE** continuing along the South Right of way of State Highway 100, South 84 Deg. 00 Min. 11 Sec. East a distance of 3114.17 feet to a 1/2 inch iron rod with plastic cap stamped MEDINA 5719 found on the West boundary of a 14.01 Acre Tract recorded in Volume 22427, Page 126, Official Records of Cameron County, Texas, for a corner of the tract herein described;
- 32) **THENCE** leaving the South Right of way of State Highway 100 and along the West boundary of the 14.01 Acre Tract, South 07 Deg. 12 Min. 40 Sec. West a distance of 380.26 feet to a 1/2 inch iron rod with plastic cap stamped MEDINA 5719 found, for a corner of the tract herein described;
- 33) **THENCE** continuing along the boundary of the 14.01 Acre Tract, North 84 Deg. 00 Min 20 Sec. West a distance of 243.20 feet to a 1/2 inch iron rod with plastic cap stamped MEDINA 5719 found, for a corner of the tract herein described;
- 34) **THENCE** continuing along the West boundary of the 14.01 Acre Tract, South 07 Deg. 12 Min. 17 Sec. West a distance of 1150.36 Feet to a 1/2 inch iron rod with plastic cap stamped MEDINA 5719 found, for a corner of the tract herein described;
- 35) **THENCE** along the South boundary of the 14.01 Acre Tract, South 82 Deg. 47 Min. 43 Sec. East a distance of 511.11 feet to a 1/2 inch iron rod with plastic cap stamped MEDINA 5719 found, for a corner of the tract herein described;

1330.32 ACRES
18 February 2022

36) **THENCE** along the East boundary of the 14.01 Acre Tract, **North 07 Deg. 12 Min. 17 Sec. East** a distance of **1161.15 Feet** to a 1/2 inch iron rod with plastic cap stamped MEDINA 57119 found on the South boundary of a 3.0 Acre Tract recorded in Volume 303, Page 238, Deed Records, Cameron County, Texas, for a corner of the tract herein described;

37) **THENCE** along the boundary of the 3.0 Acre Tract, **South 84 Deg. 00 Min. 20 Sec. East** a distance of **110.03 Feet** to a point, for a corner of the tract herein described;

38) **THENCE** continuing along the East boundary of the 3.0 Acre Tract, **North 07 Deg. 12 Min. 17 Sec. East** a distance of **380.25 feet** to point on the South Right of way of State Highway 100, for a corner of the tract herein described;

39) **THENCE** along the South Right of way of State Highway 100, **South 84 Deg. 00 Min. 11 Sec. East** a distance of **40.00 feet** to the **POINT OF BEGINNING** and containing 1330.32 Acres of land within these metes and bounds.

Basis of bearings on this metes and bounds are as per the Texas State Plane Coordinate System, South Zone, NAD 83. A plat of survey accompanies this metes and bounds description. All dimensions are in feet and decimals thereof.

Jose D. Medina, R.P.L.S.
Registered Professional
Land Surveyor No. 5719

18 February 2022
Date

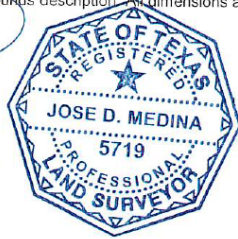
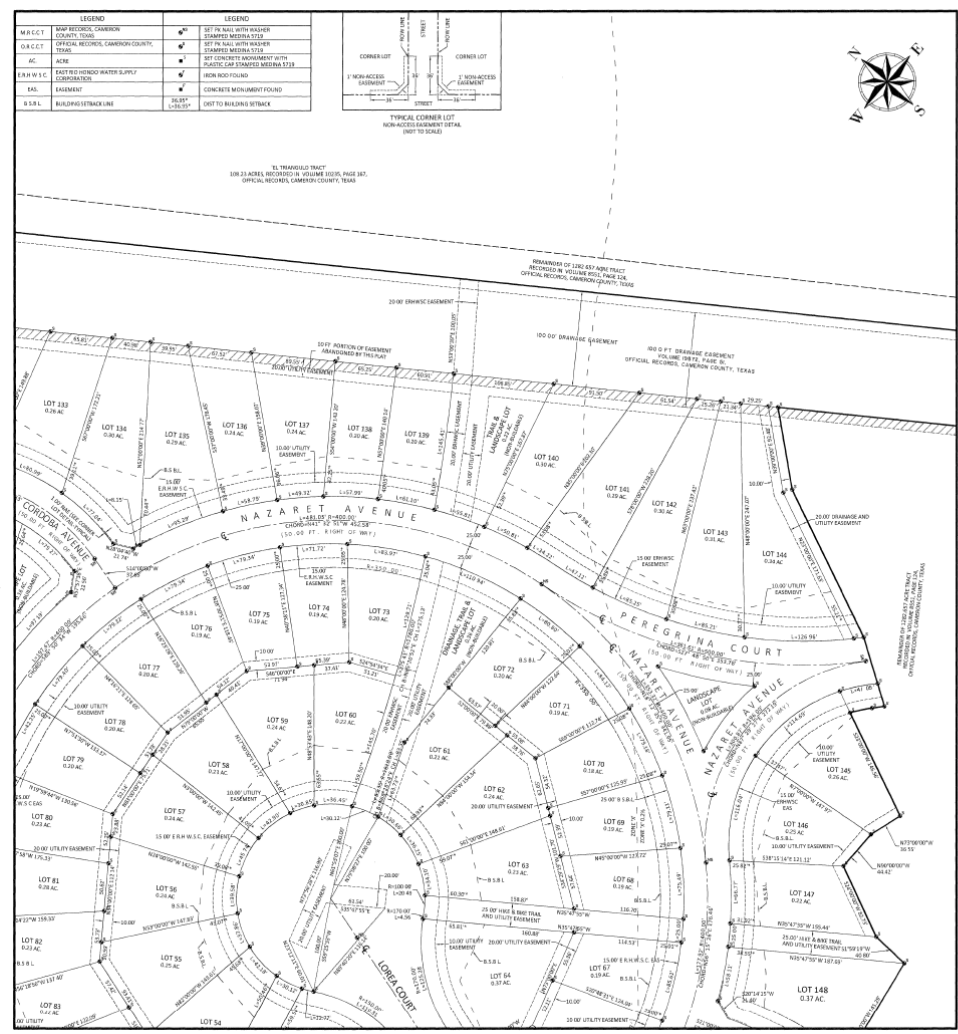


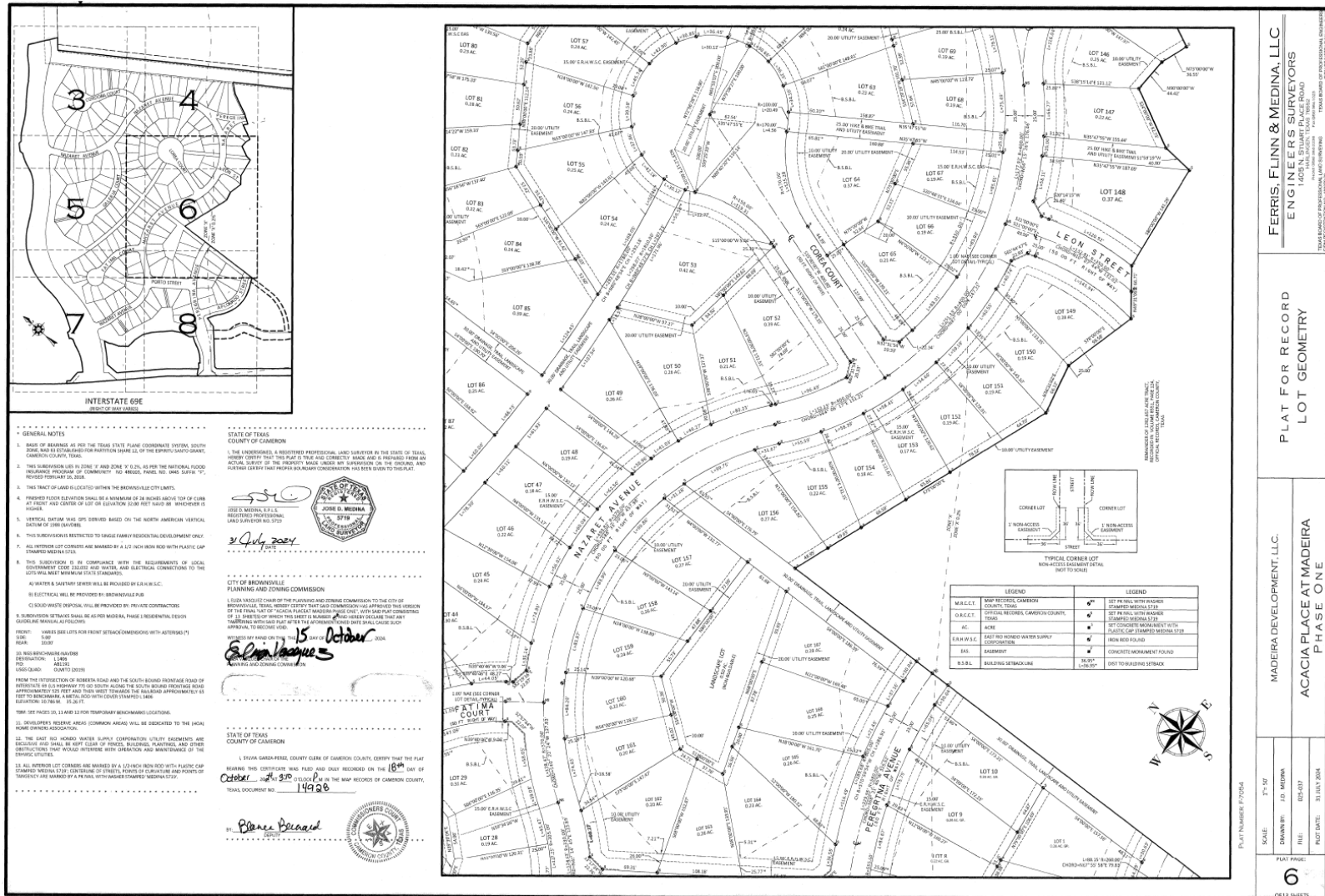
EXHIBIT G – IMPROVEMENT AREA #1 FINAL PLAT

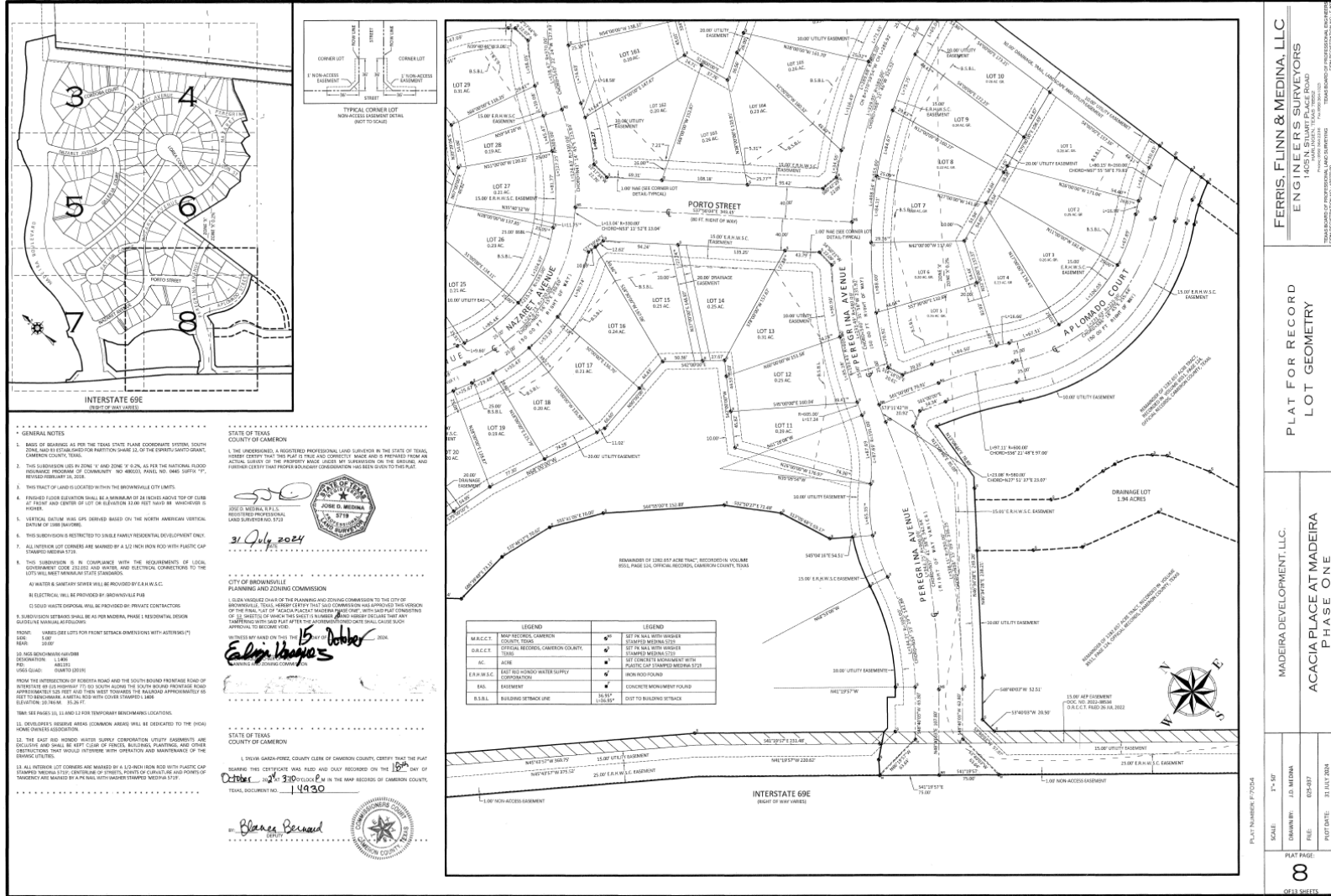




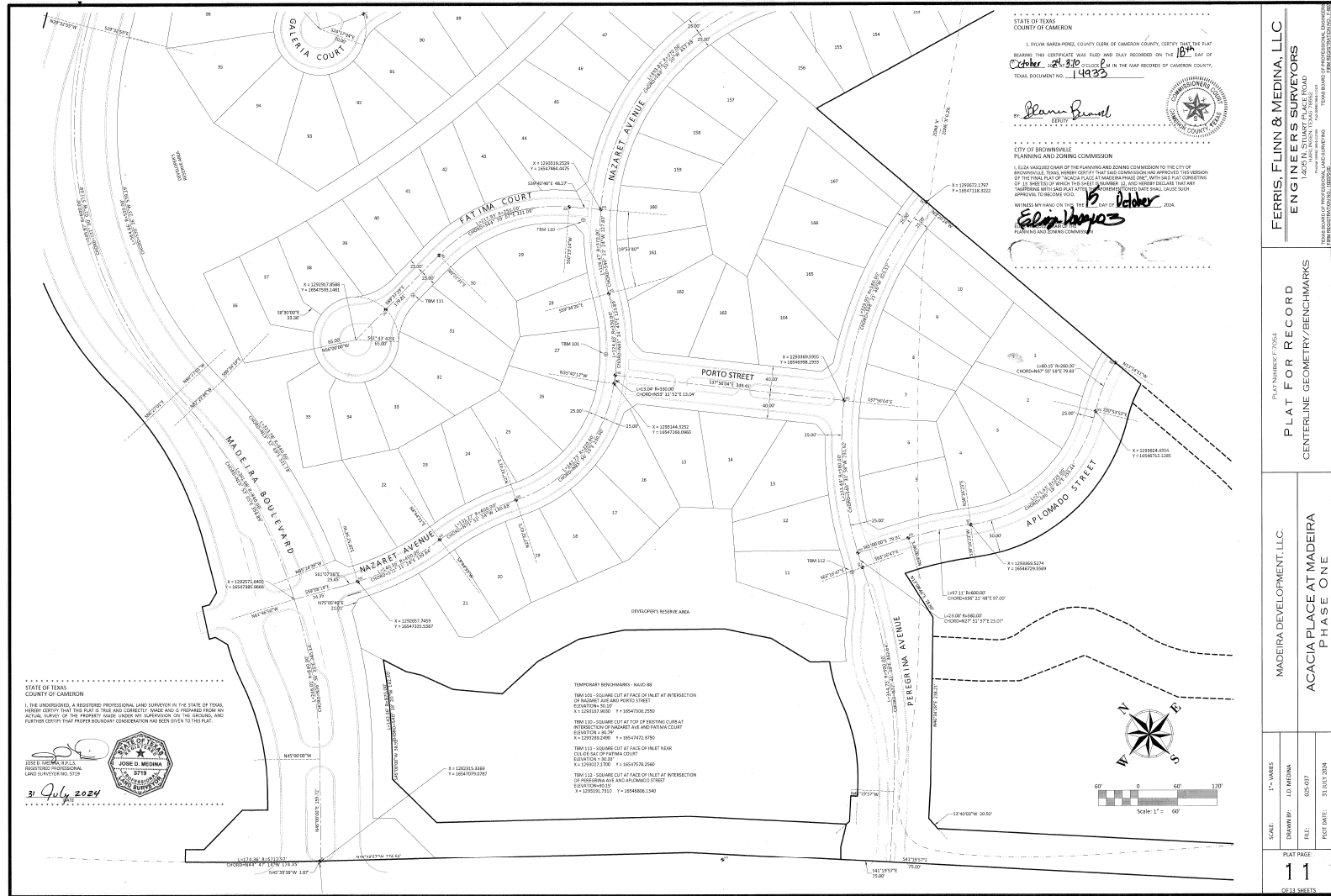
**MADEIRA ESPIRITU SANTO PUBLIC IMPROVEMENT DISTRICT NUMBER ONE
2026 OPERATIONS AND MAINTENANCE SERVICE AND ASSESSMENT PLAN**

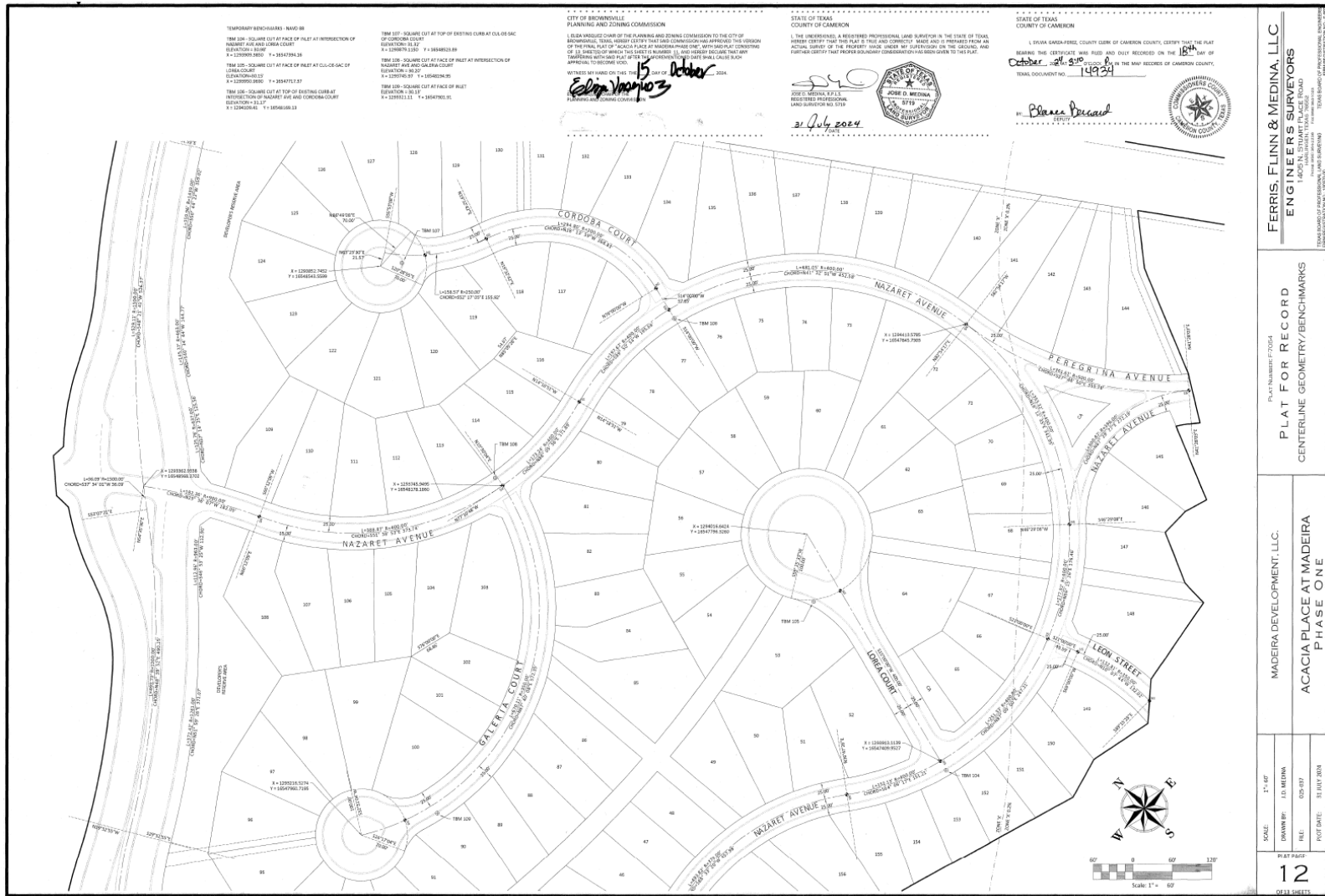






STATE OF TEXAS
COUNTY OF CAMERON
PLAT FOR RECORD
CERTIFICATION
ACACIA PLACE AT MADEIRA PHASE ONE
FERRIS, FLINN & MEDINA, LLC
ENGINEERS SURVEYORS
1400 N. BRUNNEN PL. ROAD
P.O. BOX 1000
BROWNSVILLE, TEXAS 77801-1000
TELEPHONE: (361) 833-1111
FAX: (361) 833-1112
E-MAIL: FERRIS@FERRISFLINN.COM
WWW.FERRISFLINN.COM





APPENDIX A – O&M BUDGET

ACACIA PLACE AT MADEIRA PHASE I— PID COSTS

<u>Maintenance Activity</u>	<u>Quantity</u>	<u>Price</u>	<u>Monthly Cost</u>
Zone #1 - 1.59 acres	4.33	\$147.87/1	\$ 640.28
Zone #2 - 2.11 acres	4.33	\$196.23/1	\$ 849.68
Zone #3 - 1.86 acres	2.17	\$172.98/2	\$ 375.37
Zone #4 - 0.16 acres	4.33	\$ 14.88/1	\$ 64.43
Zone #5 – 0.28 acres	4.33	\$ 26.04/1	\$ 112.75
Zone #6 – 0.36 acres	4.33	\$ 33.48/1	\$ 144.97
Zone #7 – 0.08 acres	4.43	\$ 7.44/1	\$ 32.22
Zone #8 – 0.10 acres	4.33	\$ 9.30/1	\$ 40.27
Zone #9 – 0.50 acres	4.33	\$ 46.50/1	\$ 201.35
Zone #10 – 0.49 acres	2.17	\$ 45.57/2.5	\$ 98.89
Zone #11 – 0.30 acres	.05	\$ 27.90/2.5	\$ 13.95
Zone #12 – 0.61 acres	4.33	\$ 56.73/1	\$ 245.64
Zone #13 – 1.11 acres	4.33	\$103.23/1	\$ 446.99
Zone #14 – 1.05 acres	2.17	\$ 96.65/2	\$ 211.90
Zone #15 – 0.28 acres	2.17	\$ 26.04/2	56.51
Zone #16- 0.917 acres	2.17	\$ 85.28/2	\$185.06
Zone #17 – 0.14 acres	4.33	\$ 13.02/1	\$ 56.38
Zone #18 – 0.40 acres	4.33	\$ 37.20/1	\$ 161.08

Zone #19 = 1.60 acres	2.17	\$ 148.80	\$ 322.90
Zone #20 – 15.14 acres	0.33	\$1,488.02/3	\$ 464.65
Madeira Blvd – 4.5 acres	4.33	\$418.50/1	\$ 1,812.11
Nature Trail – 2 acres	0.33	\$186.00	\$ 61.38
Fertilizer	0.17	\$4,180.00	\$ 710.60
Irrigation Inspection/Maintenance	1.0	\$500.00	\$ 500.00
Fertilizer/Plants	0.17	\$2,200.00	\$ 374.00
Mulch/DG/Stone (Allowance)	0.083	\$6,500.00	\$ 539.50
Trash Removal	4.33	\$ 175.00	\$ 757.75
Power Wash Stamped Concrete	0.17	\$ 750.00	\$ 127.50
Security Camera			\$1,670.00
Landscaping Electricity			\$ 400.00
SUBTOTAL- MONTHLY			\$ 11,678.00
SUBTOTAL - ANNUAL			\$140,136.00
Annual Administration and Legal			\$ 31,346.00
Total Annual Cost			\$171,482.00

APPENDIX B – BUYER DISCLOSURE

The following buyer disclosures are found in this Appendix:

- Madeira Espiritu Santo Public Improvement District Number One Buyer Disclosure

**MADEIRA ESPIRITU SANTO PUBLIC IMPROVEMENT DISTRICT NUMBER ONE
BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF BROWNSVILLE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

As the purchaser of the real property described above, you are obligated to pay assessments to City of Brownsville, Texas, for the costs of a portion of a public improvement or services project (the "Supplemental Services") undertaken for the benefit of the property within the ***Madeira Espiritu Santo Public Improvement District Number One*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE SUPPLEMENTAL SERVICES, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Brownsville. The exact amount of each annual installment will be approved each year by the Brownsville City Commission in each operations and maintenance service and assessment plan for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Brownsville.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Cameron County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]¹

¹ To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Cameron County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Cameron County.



To: Mayor and City Commission
Through: Alan Guard, Interim City Manager
From: Will Trevino, City Attorney
Date: Tuesday, August 4, 2026
Agenda #: Public Hearing and **ACTION** on **SECOND** and **FINAL READING** on **Ordinance Number 2026-1813**, amending Chapter 54, Health and Sanitation, Article VI, Smoking in Public Places, to modify regulations related to smoking in public places to include e-cigarettes and other electronic nicotine delivery system devices, such as vapes, regulations related to smoking in outside patios; and regulations for Cigar/Hookah Bars/Lounges. (Office of the City Attorney)

Summary:

The City Commission approved the first reading with amendments at the July 21, 2026 City Commission meeting.

Summary of Regulations

Electronic Cigarettes (E-Cigarettes): E-cigarettes are treated exactly the same as traditional smoking devices.

- The definition includes any device that simulates smoking through vaporization of nicotine or other substances.
- All prohibitions that apply to smoking in enclosed or certain outdoor areas apply equally to e-cigarettes.

Cigar Bars / Cigar Lounges: To qualify as a cigar bar/lounge exempt from general smoking prohibitions, the establishment must meet all of the following requirements:

1. Must obtain and annually renew a Tobacco/Hookah Lounge Health Permit from the City's Director.
2. Must restrict entry to individuals 21+.
3. Must be in a stand-alone building or have a separate air ventilation system preventing smoke migration to other occupiable building spaces.
4. Must maintain on-site sales of cigar products equal to at least 40% of gross annual sales.
5. Must have an on-site walk-in humidor for resale of cigar products.

6. If alcohol is sold, the establishment must comply with UDC minimum distance requirements from certain institutions.
7. Must keep windows and doors closed except when people are entering/exiting.
8. Must post outdoor signage warning of secondhand smoke exposure and noting 21+ age restriction.

Special Enforcement + Auditing Provisions: Subject to annual environmental health inspections.

- City may cross-check TABC alcohol revenue reports to verify the 40% tobacco-sales requirement.
- Must provide CPA-certified affidavit confirming compliance with the 40% tobacco revenue threshold.

Penalties: Operating without a valid permit or violating provisions is a Class C misdemeanor, \$500–\$2,000 per violation per day.

- Administrative permit suspension/revocation leading to immediate closure and a 12-month ban on reapplying.
- Decisions may be appealed to the Board of Adjustment.

Hookah Lounges: Hookah lounges are regulated similarly to cigar bars, with additional requirements tailored to shisha use. To qualify for exemption:

1. Must obtain and annually renew a Tobacco/Hookah Lounge Health Permit.
2. Restricted to 21+.
3. Must be in a stand-alone building or have a separate air ventilation system.
4. Must maintain on-site sales of shisha products/shisha-related products equal to at least 40% of gross annual sales.
5. Must maintain an on-site dedicated shisha prep station/hookah bar counter for managing bowls, coals, and cleaning.
6. Must maintain an inventory of functional hookah pipes equal to at least 1 pipe per 3 seats of maximum occupancy.
7. If alcohol is sold, must comply with UDC minimum distance rules.
8. Must keep windows and doors closed, except for entry/exit.
9. Must post secondhand smoke warning + 21+ signage outdoors.

Enforcement, auditing, and penalties mirror those of cigar lounges.

General Smoking Restrictions Affecting All These Establishments: Smoking (including e-cigarettes, cigars, and hookahs) is prohibited in virtually all enclosed public places, enclosed places of employment, designated residential facilities, and specific outdoor areas unless expressly exempt.

- Cigar bars, cigar lounges, and hookah lounges are explicitly exempt, but only if they fully meet all operational requirements and hold a valid permit.
- Outdoor smoking areas must maintain at least 20 feet distance from entrances, windows, and ventilation intakes, and must use an Air Barrier or Air Purification System if adjacent to non-smoking areas.

Project Scope and Analysis:

Funding:

Source: Not Applicable

Amount:

Local Contribution if Applicable:

Recommendation:

Staff recommends adoption.

Commission Pillar:

Economic Development, Planning & Zoning, Infrastructure, Public Safety, Quality of Life & Vibrancy, Governance

Attachments:

1. Ordinance 2025-1813 re Smoking in Public Places
2. ARTICLE_VI.____SMOKING_IN_PUBLIC_PLACES v2

**CITY OF BROWNSVILLE
ORDINANCE NO. 2026-1813**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, AMENDING CHAPTER 54, HEALTH AND SANITATION, OF THE CITY OF BROWNSVILLE CODE OF ORDINANCES, TO AMEND ARTICLE VI, SMOKING IN PUBLIC PLACES, TO MODIFY REGULATIONS RELATED TO SMOKING IN PUBLIC PLACES TO INCLUDE E-CIGARETTES AND OTHER ELECTRONIC NICOTINE DELIVERY SYSTEM DEVICES, SUCH AS VAPES, AND REGULATIONS RELATED TO SMOKING IN OUTSIDE PATIOS; ADOPTING CIVIL AND CRIMINAL PENALTIES; PROVIDING SAVINGS, REPEALING AND SEVERABILITY CLAUSES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Brownsville, Texas (the “City”) is a Home Rule Municipality acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, the City is authorized by Texas Local Government Code §51.001 to adopt or amend any ordinance that is for the good government, peace, or order of the municipality or for the trade and commerce of the municipality; and

WHEREAS, Chapter 54 of the Texas Local Government Code authorizes the City to adopt a fine or penalty for the violation of a rule, ordinance, or other police regulation; and

WHEREAS, Section 54.004 allows the City to enforce ordinances necessary to protect health, life, and property, and to preserve the good government, order, and security of the municipality and its inhabitants; and

WHEREAS, studies undertaken across the country indicate that there is no significant adverse economic impact as a result of indoor smoking bans; and

WHEREAS, cumulative scientific data indicate that smokers face a higher risk of developing lung cancer, nonsmokers are at risk as well, especially if exposed to secondhand smoke. Exposure to secondhand smoke claims the lives of nearly 50,000 nonsmoking adults each year, most notably from lung cancer, stroke, and heart disease; and

WHEREAS, exposure to secondhand smoke increases the risk of being diagnosed with lung cancer by 20-30%; and

WHEREAS, according to the American Nonsmokers’ Rights Foundation, 28 states – as well as Puerto Rico, District of Columbia, and the U.S. Virgin Islands – are “smoke-free states,” meaning they do not allow smoking in bars, restaurants, and non-hospitality workplaces; however, Texas does not currently have a statewide smoking ban; and

WHEREAS, in Texas, 46% of municipalities are covered by a smoke-free ordinance that covers municipal and private non-hospitality worksites, restaurants, and bars; and

WHEREAS, there are currently 106 Texas municipalities with a “comprehensive” smoking ban, meaning that the city is entirely smoke-free in non-hospitality workplaces, restaurants, and bars; and

WHEREAS, the City Commission acknowledged these studies and as such adopted Ordinance Number 2012-1556 on December 4, 2012, codified as Article VI of Chapter 54 of the Brownsville Code of Ordinances that prohibited smoking in all enclosed public places within the City, including restaurants, bars, and other specified locations, as well as in outdoor seating or serving areas of restaurants and within 20 feet thereof; and

WHEREAS, the City’s Code of Ordinances defines smoking as inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, and does not currently address the use of e-cigarettes or electronic nicotine delivery systems within the scope of existing prohibitions; and

WHEREAS, the Texas Health and Safety Code section 161.081 defines an e-cigarette to include an electronic cigarette or any other device that simulates smoking by using a mechanical heating element, battery, or electronic circuit to deliver nicotine or other substances to the individual inhaling from the device, as well as any consumable liquid solution or other material aerosolized or vaporized during use, including components, parts, or accessories; and

WHEREAS, aligning the regulation of e-cigarette use with existing smoking prohibitions in restaurants and other covered locations will provide clear, consistent protections for the public, employees, and vulnerable populations within enclosed public places, places of employment, and specified outdoor areas already subject to smoking restrictions; and

WHEREAS, the City Commission has the authority and finds it necessary to amend Article VI, Smoking in Public Places, to expressly prohibit the use of e-cigarettes in restaurants and all areas where smoking is currently prohibited, in order to promote and protect the public health, safety, and welfare; and

WHEREAS, the City Commission of the City of Brownsville has reviewed the proposed changes and finds them to be necessary and appropriate; and

WHEREAS, after complying with all legal notices, requirements, and conditions, a public hearing was held before the City Commission at which the City Commission considered the requested amendments, and the City Commission does hereby find that the amendments herein accomplish such objectives of promoting the public health, safety, morals, or general welfare, and protecting and preserving places and areas of historical, cultural, or architectural importance and significance within the City; and

WHEREAS, this ordinance contains regulations consistent with sound business practices and good governance to address the adverse impacts of smoking in public spaces while preserving public health and safety.

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

Section 1. Incorporation of Premises. The findings and recitals set forth in City of Brownsville Ordinance Number 2012-1556, concerning municipal authority, public process, and public health impacts related to smoking in public places and the above and foregoing premises related to e-cigarettes

are true and correct and are incorporated herein and made a part hereof for all purposes as the legislative findings of the City Commission.

Section 2. Amendments. Chapter 54, Health and Sanitation, Article VI, Smoking in Public Places, is amended as shown in Exhibit “A” attached hereto and incorporated herein for all purposes with deletions in strikethrough text and additions in underline text.

Section 3. Penalty Clause. Any person violating any provision of this Ordinance shall be guilty of a misdemeanor and, upon conviction, shall be fined an amount as prescribed in section 1-13, General Penalty, of this code. Each day that such a violation continues shall be a separate offense. Prosecution or conviction under this Ordinance shall never be a bar to any other remedy or relief for violations of this Ordinance.

Section 4. City Code of Ordinance Revisions. The publisher of the City’s Code of Ordinances is hereby authorized to revise the Code of Ordinances to reflect changes provided for in this Ordinance; to correct typographical errors where necessary; and to format and number paragraphs to conform to the existing City’s Code of Ordinances.

Section 5. Savings/Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

Section 6. Severability. Should any section, subsection, sentence, clause, phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Brownsville hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

Section 7. Effective Date. Pursuant to the City Charter, this Ordinance shall become effective upon its second and final reading and passage.

Section 8. Open Meetings. That it is hereby found and determined that the meeting at which this Ordinance was passed was open to the public as required by law, and that public notice of the time, place and purpose of said meeting was given, all as required by Article 551.041, Texas Government Code.

INTRODUCED and PASSED at a PUBLIC HEARING and FIRST READING on the 21st day of July, 2026.

APPROVED AND PASSED at a PUBLIC HEARING and on the SECOND and FINAL READING on this the 4th day of August, 2026.

John Cowen, Jr.
Mayor

ATTEST:

Mayra Rios, TRMC
City Secretary

**APPROVED AS TO FORM
AND LEGALITY:**

Guillermo (Will) S. Trevino
City Attorney

DRAFT

Exhibit “A”

**PART II - CODE OF ORDINANCES
Chapter 54 - HEALTH AND SANITATION
ARTICLE VI. SMOKING IN PUBLIC PLACES**

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PART II - CODE OF ORDINANCES

Chapter 54 - HEALTH AND SANITATION

ARTICLE VI. SMOKING IN PUBLIC PLACES

Sec. 54-171. Definitions.

The following words and phrases, whenever used in this article, shall be construed as defined in this section:

Air Barrier shall mean a system that creates an air curtain to prevent the drift or penetration of tobacco smoke from a smoking area to a non-smoking area, not allowing drift or penetration from the ceiling down to 24 inches above the floor.

Air Purification System shall mean an electrically powered hospital grade, hepa media filter that will clean all of the air in a designated smoking area every 15 minutes as follows: not less than 95 percent of three tenths (0.3) micron particulates efficiency including dust, smoke, pollen, mold spores, bacteria, tobacco smoke, viruses, and allergens and not less than 95 percent removal of gases, vapors, volatile organic compounds (V.O.C.) and odors and contains an air barrier system or other barrier system if required by a licensed professional engineer, to prevent air from the smoking area from being drawn across the non-smoking area.

Bar means an establishment that is devoted to the serving of alcoholic beverages for consumption by guests on the premises and in which the serving of food is only incidental to the consumption of those beverages, including but not limited to, taverns, nightclubs, cocktail lounges, and cabarets.

Business means a sole proprietorship, partnership, joint venture, corporation, or other business entity, either for-profit or not-for-profit, including retail establishments where goods or services are sold; professional corporations and other entities where legal, medical, dental, engineering, architectural, or other professional services are delivered; and private clubs.

Cigar Bar or Cigar Lounge means an establishment that:

- (1) receives a Tobacco/Hookah Lounge Health Permit from the Director;
- (2) is restricted to individuals 21 years of age and above;
- (3) located in a stand-alone building or operates a separate air ventilation system that prevents the migration of smoke into any other occupiable space (as defined by the International Building Code) of the same building;
- (4) maintains onsite sales of cigar products and cigar-related products for consumption or use on the premises that are at least 40% of its gross annual sales;
- (5) maintains an on-site walk-in humidor for the purpose of resale of cigar products; and
- (6) if it has a permit or license to sell alcoholic beverages for on-premise or off-premise consumption, then it shall comply with the Unified Development Code's minimum distance requirements to certain public institutions and establishments;

(7) keeps all windows and doors closed at all times except as reasonably necessary for the expeditious entering and exiting of the establishment; and

(8) posts outdoor signage notifying the public that entry will result in exposure to secondhand tobacco smoke, and that entry is restricted to those 21 years of age and above.

Cigar Products or Cigar-Related Products means premium cigars, pipe tobacco, loose tobacco, smoking pipes, humidors, cigar cutters, lighters, and on-site humidor locker rentals. This definition explicitly excludes alcoholic beverages, non-alcoholic beverages, prepared or pre-packaged food items, apparel, and entry or cover charges.

Director means the City of Brownsville Department of Health, Wellness, and Animal Services Director or the director's designated representative.

Electronic cigarette or E-cigarette means an electronic cigarette or any other device that simulates smoking by using a mechanical heating element, battery, or electronic circuit to deliver nicotine or other substances to the individual inhaling from the device; or a consumable liquid solution or other material aerosolized or vaporized during the use of an electronic cigarette or other device, including a product sold as an e-cigarette, e-cigar, or e-pipe or under another product name or description, and including any component, part, or accessory for the device whether or not sold separately.

Employee means a person who is employed by an employer in consideration for direct or indirect monetary wages or profit, and a person who volunteers his or her services for a nonprofit entity.

Employer means a person, business, partnership, association, corporation, including a municipal corporation, trust, or nonprofit entity that employs the services of one or more individual persons.

Enclosed area means all space between a floor and ceiling that is enclosed on all sides by permanent or temporary walls or windows (exclusive of doorways), which extend from the floor to the ceiling.

Health care facility means an office or institution providing care or treatment of diseases, whether physical, mental, or emotional, or other medical, physiological, or psychological conditions, including but not limited to, hospitals, rehabilitation hospitals or other clinics, including weight control clinics, nursing homes, long-term care facilities, homes for the aging or chronically ill, laboratories, and offices of surgeons, chiropractors, physical therapists, physicians, psychiatrists, dentists, and all specialists within these professions. This definition shall include all waiting rooms, hallways, private rooms, semiprivate rooms, and wards within health care facilities.

Hookah Lounge means an establishment that:

(1) receives a Tobacco/Hookah Lounge Health Permit from the Director;

(2) is restricted to individuals 21 years of age and above;

(3) located in a stand-alone building or operates a separate air ventilation system that prevents the migration of smoke into any other occupiable space (as defined by the International Building Code) of the same building;

(4) maintains onsite sales of shisha products and shisha-related products for consumption or use on the premises that are at least 40% of its gross annual sales;

(5) maintains an on-site dedicated Shisha prep station or hookah bar counter designated solely for packing bowls, managing hot coals, and cleaning water chambers;

(6) maintains a minimum inventory of functional hookah water pipes-to-seat ratio of at least one (1) commercial hookah pipe per every three (3) seats of maximum building occupancy; and

(7) if it has a permit or license to sell alcoholic beverages for on-premise or off-premise consumption, then it shall comply with the Unified Development Code's minimum distance requirements to certain public institutions and establishments;

(8) keeps all windows and doors closed at all times except as reasonably necessary for the expeditious entering and exiting of the establishment; and

(9) posts outdoor signage notifying the public that entry will result in exposure to secondhand tobacco smoke, and that entry is restricted to those 21 years of age and above.

Place of employment means an area under the control of a public or private employer that employees normally frequent during the course of employment, including, but not limited to, work areas, private offices, employee lounges, restrooms, conference rooms, meeting rooms, classrooms, employee cafeterias, hallways, and vehicles. A private residence is not a "place of employment" unless it is used as a child care, adult day care, or health care facility.

Private club means an organization, whether incorporated or not, which is the owner, lessee, or occupant of a building or portion thereof used exclusively for club purposes at all times, which is operated solely for a recreational, fraternal, social, patriotic, political, benevolent, or athletic purpose, but not for pecuniary gain, and which only sells alcoholic beverages incidental to its operation. The affairs and management of the organization are conducted by a board of directors, executive committee, or similar body chosen by the members at an annual meeting. The organization has established bylaws and/or a constitution to govern its activities. The organization has been granted an exemption from the payment of federal income tax as a club under 26 U.S.C. § 501.

Public place means an enclosed area to which the public is invited or in which the public is permitted, including but not limited to, banks, bars, educational facilities, gaming facilities, health care facilities, hotels and motels, laundromats, public transportation vehicles and facilities, reception areas, restaurants, retail food production and marketing establishments, retail service establishments, retail stores, shopping malls, sports arenas, theaters, and waiting rooms. A private club is a "public place" when being used for a function to which the general public is invited. A private residence is not a "public place" unless it is used as a child care, adult day care, or health care facility.

Restaurant means an eating establishment, including but not limited to, coffee shops, cafeterias, sandwich stands, and private and public school cafeterias, which gives or offers for sale food to the public, guests, or employees, as well as kitchens and catering facilities in which food is prepared on the premises for serving elsewhere. The term "restaurant" shall include a bar area within the restaurant.

Separate air ventilation system means a separate heating, ventilation, and air conditioning (HVAC) system such that air from the smoking area is exhausting directly to the outside of the building and not circulated within any occupiable space (as defined in the International Building Code) within the same building or mixed with the general dilution ventilation for any occupiable

space within the same building, and which must be designed by a licensed professional engineer to meet the requirements of this article and the International Mechanical Code.

Service line means an indoor or outdoor line in which one or more persons are waiting for or receiving service of any kind, whether or not the service involves the exchange of money, including but not limited to, ATM lines, concert lines, food vendor lines, movie ticket lines, and sporting event lines.

Shisha means a type of flavored, syrupy tobacco made from tobacco leaves, molasses or honey, vegetable glycerin, and fruit or sweet flavorings, and is smoked using a water pipe or shisha pipe, commonly called a hookah, in which smoke passes through a container of water before it is breathed in. This definition includes alternative non-tobacco bases like cellulose, tea leaves, or steam stones soaked in flavored glycerin.

Shisha Products or Shisha-Related Products means shisha, pipe tobacco, loose tobacco, the waterpipe device itself (the hookah), hookah bowl, charcoal, hoses, bases, stems, hose ports, reusable and disposable mouth tips, lighters, aluminum foil, Heat Management Devices (HMD), tongs, cleaning brushes, and coal burners. This definition explicitly excludes alcoholic beverages, non-alcoholic beverages, prepared or pre-packaged food items, apparel, and entry or cover charges.

Shopping mall means an enclosed public walkway or hall area that serves to connect retail or professional establishments.

Smoking means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, electronic cigarette or e-cigarette, hookah, or pipe in any manner or in any form.

Sports arena means sports pavilions, stadiums, gymnasiums, health spas, boxing arenas, swimming pools, roller and ice rinks, bowling alleys, and other similar places where members of the general public assemble to engage in physical exercise, participate in athletic competition, or witness sports or other events.

Sec. 54-172. Application of article to city-owned facilities.

All enclosed facilities, including buildings and vehicles owned, leased, or operated by the City of Brownsville, shall be subject to the provisions of this article.

Sec. 54-173. Prohibition of smoking—In enclosed public places.

Smoking shall be prohibited in all enclosed public places within the city, including but not limited to, the following places:

- (a) Aquariums, galleries, libraries, and museums.
- (b) Areas available to and customarily used by the general public in businesses and nonprofit entities patronized by the public, including but not limited to, banks, laundromats, professional offices, and retail service establishments.
- (c) Bars.
- (d) Bingo facilities.
- (e) Child care and adult day care facilities.

- (f) Convention facilities.
- (g) Educational facilities, both public and private.
- (h) Elevators.
- (i) Gaming facilities.
- (j) Health care facilities.
- (k) Hotels and motels.
- (l) Lobbies, hallways, and other common areas in apartment buildings, condominiums, trailer parks, retirement facilities, nursing homes, and other multiple-unit residential facilities.
- (m) Polling places.
- (n) Private clubs when being used for a function to which the general public is invited.
- (o) Public transportation vehicles, including buses and taxicabs, under the authority of the city, and ticket, boarding, and waiting areas of public transportation facilities, including bus, train, and airport facilities.
- (p) Restaurants.
- (q) Restrooms, lobbies, reception areas, hallways, and other common-use areas.
- (r) Retail stores.
- (s) Rooms, chambers, places of meeting or public assembly, including school buildings, under the control of an agency, board, commission, committee or council of the city or a political subdivision of the state, to the extent the place is subject to the jurisdiction of the city.
- (t) Service lines.
- (u) Shopping malls.
- (v) Sports arenas, including enclosed places in outdoor arenas.
- (w) Theaters and other facilities primarily used for exhibiting motion pictures, stage dramas, lectures, musical recitals, or other similar performances.
- (x) Municipal city buildings.

Sec. 54-174. Same—In places of employment.

- (a) Smoking shall be prohibited in all enclosed facilities within places of employment without exception. This includes common work areas, auditoriums, classrooms, conference and meeting rooms, private offices, elevators, hallways, medical facilities, cafeterias, employee lounges, stairs, restrooms, vehicles, and all other enclosed facilities.
- (b) This prohibition on smoking shall be communicated to all existing employees by the effective date of the ordinance from which this article is derived and to all prospective employees upon their application for employment.

Sec. 54-175. Same—In enclosed residential facilities.

Smoking shall be prohibited in the following enclosed residential facilities:

- (a) All private and semi-private rooms in nursing homes.
- (b) At least 80 percent of hotel and motel rooms that are rented to guests.

Sec. 54-176. Same—In outdoor areas.

Smoking shall be prohibited in the following outdoor places:

- (a) Within a reasonable distance of 20 feet outside entrances, operable windows, and ventilation systems of enclosed areas where smoking is prohibited, so as to insure that tobacco smoke does not enter those areas.
- (b) In outdoor seating or serving areas of restaurants, bars, and private clubs and within 20 feet thereof that are not designated for smoking by the owner, operator, manager, or other person who controls the establishment described in this article pursuant to Section 54-177(f).
- (c) In all outdoor arenas, public playgrounds, zoo, stadiums, and amphitheaters, except in designated smoking areas, which may be established only in perimeter areas at least 20 feet from any seating areas or concession stands. Smoking shall also be prohibited in, and within 20 feet of, bleachers and grandstands for use by spectators at sporting and other public events.
- (d) In all public transportation stations, platforms, and shelters under the authority of the City of Brownsville.
- (e) In all outdoor service lines.
- (f) In outdoor common areas of nursing homes, except in designated smoking areas, which must be located at least 20 feet outside entrances, operable windows, and ventilation systems of enclosed areas where smoking is prohibited.
- (g) In all indoor and outdoor flea markets.

Sec. 54-177. Where smoking not regulated.

Notwithstanding any other provision of this article to the contrary, the following areas shall be exempt from the provisions of this article sections 54-173 and 54-174:

- (a) Private residences, except when used as a childcare, adult day care, or health care facility, and except as provided in section 54-175.
- (b) Not more than 20 percent of hotel and motel rooms rented to guests and designated as smoking rooms. All smoking rooms on the same floor must be contiguous and smoke from these rooms must not infiltrate into areas where smoking is prohibited under the provisions of this article. The status of rooms as smoking or nonsmoking may not be changed, except to add additional nonsmoking rooms.

- (c) Private clubs that have no employees, except when being used for a function to which the general public is invited; provided that smoke from such clubs does not infiltrate into areas where smoking is prohibited under the provisions of this article. This exemption shall not apply to any organization that is established for the purpose of avoiding compliance with this article.
- (d) Outdoor areas of places of employment except those covered by the provisions of section 54-176.
- (e) Cigar Bars, Cigar Lounges or Hookah Lounges; provided, however, that this exception shall only apply to an establishment that is otherwise lawfully in operation under this article and the City's Code of Ordinances, including the Unified Development Code and the Fire Code, as amended.
- (f) Outdoor seating at restaurants, bars, and private clubs designated as a smoking area by the owner, operator, manager, or other person who controls the establishment described in this article, provided that:
 - (1) smoking shall not be permitted within twenty feet of entrances, operable windows, or ventilation systems of the enclosed areas; and
 - (2) an Air Barrier or an Air Purification System is utilized to prevent the drift or penetration of tobacco smoke from a smoking area to a non-smoking area.

Sec. 54-178. Declaration of establishment as nonsmoking.

Notwithstanding any other provision of this article, an owner, operator, manager, or other person in control of an establishment, facility, or outdoor area may declare that entire establishment, facility, or outdoor area as a nonsmoking place. Smoking shall be prohibited in any place in which a sign conforming to the requirements of section 54-179(a) is posted.

Sec. 54-179. Posting of signs.

- (a) "No Smoking" signs or the international "No Smoking" symbol (consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it) shall be clearly and conspicuously posted in every public place and place of employment where smoking is prohibited by this article, both in the English and Spanish language, by the owner, operator, manager, or other person in control of that place.
- (b) Every public place and place of employment where smoking is prohibited by this article shall have posted at every entrance a conspicuous sign clearly stating that smoking is prohibited. Every vehicle that constitutes a place of employment under this article shall have at least one conspicuous sign, visible from the exterior of the vehicle, clearly stating that smoking is prohibited.
- (c) All ashtrays shall be removed from any area where smoking is prohibited by this article by the owner, operator, manager, or other person having control of the area.

Sec. 54-180. Nonretaliation; nonwaiver of rights.

- (a) No person or employer shall discharge, refuse to hire, or in any manner retaliate against an employee, applicant for employment, or customer because that employee, applicant,

or customer exercises any rights afforded by this article or reports or attempts to prosecute a violation of this article. Notwithstanding section 54-182, violation of this subsection shall be a misdemeanor, punishable by a fine not to exceed \$1,000.00 for each violation.

- (b) An employee who works in a setting where an employer allows smoking does not waive or otherwise surrender any legal rights the employee may have against the employer or any other party.

Sec. 54-181. Enforcement.

- (a) This article shall be enforced by the city manager or an authorized designee.
- (b) Notice of the provisions of this article shall be given to all applicants for a business license in the city.
- (c) Any citizen who desires to register a complaint under this article may initiate enforcement with the city manager or an authorized designee.
- (d) The health department, building inspections department, fire department, police department, public works department directors, or their designee(s) shall, while an establishment is undergoing otherwise mandated inspections, inspect for compliance with this article.
- (e) An owner, manager, operator, or employee of an establishment regulated by this article shall inform persons violating this article of the appropriate provisions thereof.
- (f) Notwithstanding any other provision of this article, an employee or private citizen may bring legal action to enforce this article.
- (g) In addition to the remedies provided by the provisions of this section, the city manager or any person aggrieved by the failure of the owner, operator, manager, or other person in control of a public place or a place of employment to comply with the provisions of this article may apply for injunctive relief to enforce those provisions in any court of competent jurisdiction.

Sec. 54-182. Violations and penalties.

- (a) Any person violating any section of this article is subject to punishment as set forth in section 1-13 of this Code. Such person shall be deemed guilty of a separate offense for each and every day or portion thereof in which the violation is continued or permitted.
- (b) In addition to the fines established by this section, violation of this article by a person who owns, manages, operates, or otherwise controls a public place or place of employment may result in the suspension or revocation of any permit or license issued to the person for the premises on which the violation occurred.
- (c) Violation of this article is hereby declared to be a public nuisance, which may be abated by the city manager or designee by restraining order, preliminary and permanent injunction, or other means provided for by law, and the city may take action to recover the costs of the nuisance abatement.

- (d) Each day on which a violation of this article occurs shall be considered a separate and distinct violation.
- (e) Any, code compliance officer, code enforcement officer, health sanitation/food inspector, building inspector, planning/zoning compliance officer, environmental compliance officer, fire marshal and peace officer are authorized to issue citations for any violation under this article.

Sec. 54-183. Public education.

The city manager or his designees shall engage in a continuing program to explain and clarify the purposes and requirements of this article to citizens affected by it, and to guide owners, operators, and managers in their compliance with it. The program may include publication of a brochure for affected businesses and individuals explaining the provisions of this article.

Sec. 54-184. Governmental agency cooperation.

The city manager or his designees shall annually request other governmental and educational agencies having facilities within the city to establish local operating procedures in cooperation and compliance with this article. This includes urging all federal, state, city, and school district agencies to update their existing smoking control regulations to be consistent with the current health findings regarding secondhand smoke.

Sec. 54-185. Other applicable laws.

This article shall not be interpreted or construed to permit smoking where it is otherwise restricted by other applicable laws.

Sec. 54-186. Liberal construction.

This article shall be liberally construed so as to further its purposes.

Sec. 54-187. Health permit required, enforcement, and audit procedures for cigar bars and lounges

(a) Mandatory Health Permit Required.

1. **Permit Requirement:** It shall be unlawful for any person to operate a Cigar Bar or Lounge or Hookah Lounge within the City without first obtaining a specialized Tobacco/Hookah Lounge Health Permit from the Director. This permit must be renewed annually.
2. **Application and Inspection:** To qualify for and maintain the health permit, the applicant must submit to an initial and annual environmental health inspection by the Director to verify compliance with this article, including adequate ventilation, air filtration, and sanitary conditions. The annual permit and inspection fee stated in the master fee schedule shall be payable upon the submission of the application and shall be nonrefundable.

(b) Enforcement and Auditing Procedures. The following may be utilized by the Director:

1. **State Database Cross-Checking:** For establishments holding an active retail permit from the Texas Alcoholic Beverage Commission (TABC), the City shall cross-reference annual TABC gross receipts reports against the business's claimed tobacco revenues. If the reported annual TABC alcohol revenues mathematically exceed sixty percent (60%) of the total gross revenue required to sustain the forty percent (40%) tobacco threshold, the business shall be flagged for an immediate municipal audit.
2. **CPA Affidavit:** A notarized statement signed by an independent, Texas-licensed Certified Public Accountant (CPA) certifying that they have audited the business's financial books and verified that gross annual receipts from Tobacco Products or Tobacco-Related Products, including Shisha Products and Shisha Related Products, constituted forty percent (40%) or more of the business's total gross revenue for the preceding calendar year.

(c) Penalties and Revocation.

1. **Criminal Penalty:** In addition to the penalties found in Section 54-182, Violations and penalties, a person, firm, or corporation commits an offense if they intentionally, knowingly, or recklessly operate a Cigar Bar or Lounge or Hookah Lounge without a valid Cigar/Hookah Lounge Health Permit, or otherwise violate any prohibition or mandatory provision established under this article. Any offense defined herein is a Class C misdemeanor punishable by a municipal fine of not less than \$500.00 and not to exceed \$2,000.00 per fire safety, zoning, or public health and sanitation violation. Each calendar day that a violation is permitted to exist or continue shall constitute a separate and distinct offense.
2. **Administrative Sanctions:** Independent of any criminal prosecution or court outcome, the Director shall issue an administrative order suspending or revoking the Cigar/Hookah Lounge Health Permit upon an administrative finding by a health official that the establishment has violated any provision of this article. Such revocation shall result in the immediate closure of the establishment and a twelve (12) month ban on reapplying for a health permit at that location upon revocation.
3. **Appeal Process to the Board of Adjustment.** Any applicant or permit holder aggrieved by a decision of the Director, including the denial, suspension, or revocation of a Tobacco/Hookah Lounge Health Permit, shall have the right to appeal the decision to the Board of Adjustment. The appeal process found in the Unified Development Code for the Board of Adjustment shall apply to these types of appeals.

Secs. 54-188—54-210. Reserved.



To: Mayor and City Commission
Through: Alan Guard, Interim City Manager
From: Will Trevino, City Attorney
Date: Tuesday, August 4, 2026
Agenda #: Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 2026-1814**, amending Chapter 2, Administration, Article II, City Commission, Section 2-26, Meetings and agendas, in order to adopt rules and procedures for executive session, including preserving confidentiality of topics discussed in executive session. (Office of the City Attorney/ City Manager's Office)

Summary:

Section 2-26 of the City Code of Ordinances, adopted by the City Commission of the City of Brownsville, Texas, establishes the governing framework for the scheduling, management, and conduct of City Commission meetings and agendas. Codified within Chapter 2 ("Administration"), Article II ("City Commission"), this provision reflects the City Commission's legislative determination that clear procedural standards are necessary to safeguard the public welfare, promote effective and accountable municipal governance, and ensure the orderly transaction of official City business.

This ordinance adds Subsection (e) which provides that the City Commission may enter executive session as posted on the agenda with proper announcements, must maintain a certified agenda unless the discussion is solely under Section 551.071, may not use recording-capable technology, may not take action until returning to open session, must limit discussions to posted items, may include only appropriate staff, must ensure confidentiality, including for remote participation, and may disclose topics or deliberations only as permitted by the Texas Open Meetings Act or Public Information Act, with any unauthorized disclosure constituting a violation of the Ethics Code.

The adoption of Subsection 2-26(e) affirms the City's commitment to maintaining structured, transparent, and predictable procedures for Commission deliberations. These rules guide elected officials, City staff, and members of the public by outlining expectations for how meetings are noticed, convened, conducted, and documented. In doing so, Subsection 2-26 supports administrative consistency, enhances public access to governmental processes, and reinforces the integrity and efficiency of the City's legislative operations, all while preserving confidentiality when required.

Project Scope and Analysis:

Funding:

Source: Not Applicable

Amount:

Local Contribution if Applicable:

Recommendation:

Staff recommends adoption.

Commission Pillar:

Governance

Attachments:

1. Ordinance re Executive Session v2

**CITY OF BROWNSVILLE
ORDINANCE NO. 2026-1814**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, AMENDING CHAPTER 2, “ADMINISTRATION”, ARTICLE II, “CITY COMMISSION”, SECTION 2-26, “MEETINGS AND AGENDAS” OF THE CITY CODE OF ORDINANCES, TO ADOPT RULES AND PROCEDURES FOR EXECUTIVE SESSION, INCLUDING PRESERVING CONFIDENTIALITY OF TOPICS DISCUSSED IN EXECUTIVE SESSION; PROVIDING SAVINGS, REPEALING, AND SEVERABILITY CLAUSES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Brownsville, Texas (the “City”) is a Home Rule Municipality acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, the City is authorized by Texas Local Government Code §51.001 to adopt or amend any ordinance that is for the good government, peace, or order of the municipality or for the trade and commerce of the municipality; and

WHEREAS, the City Commission of the City of Brownsville, Texas (the “City Commission”) recognizes that open government and transparency are fundamental to a free and informed society, as outlined in the Texas Public Information Act and the Texas Open Meetings Act; and

WHEREAS, the Texas Legislature has concurrently established essential statutory exceptions to public disclosure within the Texas Government Code Chapter 552 and Chapter 551, acknowledging that uninhibited disclosure can sometimes cause severe harm to the public interest, individual rights, and local government operations; and

WHEREAS, the unauthorized release of confidential personal information, including dates of birth, financial records, and medical data, violates the common-law and statutory privacy rights of individual citizens and employees; and

WHEREAS, the protection of public safety and effective law enforcement requires that details of ongoing criminal investigations, tactical deployment strategies, and critical infrastructure security metrics remain strictly confidential; and

WHEREAS, the Texas Open Meetings Act expressly permits a governmental body to conduct closed executive sessions under Texas Government Code § 551.071 to seek necessary, candid legal advice from its attorney regarding pending or contemplated litigation without compromising its legal strategies or tipping off opposing parties; and

WHEREAS, the premature public disclosure of real estate valuations, land acquisition plans, or competitive economic development incentives can artificially drive up public costs, harm the local economy, and disrupt fair market business negotiations; and

WHEREAS, public personnel matters, including employee performance evaluations, hiring processes, and disciplinary hearings, necessitate a private forum under Texas Government Code § 551.074 to safeguard individual reputations and secure fair employment standards; and

WHEREAS, the Texas Attorney General holds the legal authority to determine whether information must be withheld, and public officials face criminal and civil penalties for misusing official information or violating statutory nondisclosure rules; and

WHEREAS, the City Commission adopted Chapter 2, “Administration”, Article II, “City Commission”, Section 2-26, “Meetings and Agendas”, of the City Code of Ordinances for the public welfare of the citizens of the City, for its proper governance, and to support the orderly and proper conduct of City Commission meetings; and

WHEREAS, the public expects the highest standards of professional conduct from City Commission Members elected to the City Commission and City staff; and

WHEREAS, the City Commission represents the City and is entrusted with upholding local, state, and federal laws and must observe a high standard of professional conduct in the course of their official duties and faithfully fulfill the responsibilities of their offices, regardless of their personal interests; and

WHEREAS, Commission Members shall respect the decision-making process and the decisions of the City Commission, even if they disagree with such decisions, such that respect for the decision-making processes of the City Commission is fostered; and

WHEREAS, City Ordinances include certain provisions related to the procedures and conduct of business by boards, committees, and commissions; and

WHEREAS, the City Commission has reviewed the existing provisions and has determined that it is in the best interest of the citizens of Brownsville for there to be a broader range of specificity in the manner by which the City Commission conducts itself and its business; and

WHEREAS, state law allows for the City Commission to adopt rules that govern how it conducts business; and

WHEREAS, the Texas Public Information Act ensures that citizens can appropriately request and access government information, empowering individuals to stay informed about public affairs and hold local government bodies accountable; and

WHEREAS, the City Commission finds that the amendments herein are an appropriate exercise of the City's authority as a home rule municipality under Texas law, and that the benefits of this ordinance will enhance public engagement and decorum to ensure fairness, respect, and compliance with the Texas Open Meetings Act and the Texas Public Information Act; and

WHEREAS, the City Commission finds, determines, and declares that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given as required by Chapter 551 of the Texas Government Code; and

WHEREAS, a public hearing was held at the July 28, 2026 City Commission meeting, where the public was given an opportunity to speak on these regulations; and

WHEREAS, this ordinance is a narrowly tailored remedy to address the compelling government interests of protecting the public health and safety, and for the good governance of the City; and

WHEREAS, the City Commission now deems it necessary, expedient, and in the best interest of the City, and to promote good governance, to adopt the below revisions and further finds that the following are reasonable time, place, and manner regulations.

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

Section 1. Incorporation of Premises. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes as the legislative findings of the City Commission.

Section 2. Amendments. Chapter 2, “Administration,” Article II, “City Commission”, Section 2-26, “Meetings and agendas” of the Code of Ordinances, is hereby amended to read as follows (with deleted language shown with ~~strikethrough~~ and the added language as underlined):

**PART II - CODE OF ORDINANCES
Chapter 2 - ADMINISTRATION
ARTICLE II. CITY COMMISSION**

Sec. 2-26. Meetings and agendas.

(a) Definitions.

Agenda packets means supporting information for agenda items.

Closed or executive session means a meeting to which the public is not admitted. These sessions are permitted only for the purpose of discussing matters enumerated in Chapter 551 of the Texas Government Code, the Open Meetings Act.

Regular sessions means business meetings held on the first and third Tuesday of each month.

Routine business means items of normal city business, including: canvassing an election, authorizing a contract, zoning which has previously been discussed at a public hearing, approval of minutes, deeds, easements, final reading and adoption of ordinances, auditor's reports as to cash count, standard subdivision agreements, calls for bids, reports of administrative actions and proposals, leases, and agreements previously approved in principle.

Special sessions means business meetings, which are not regular sessions.

Work sessions means meetings called for the exchange of information only.

...

(g) *Use of cameras and recorders.* Cameras, including television and motion picture cameras, electronic sound recording devices, and any other mechanical, electrical, or electronic

recording devices, may be used in a reasonable manner in the public section of the commission chamber.

(h) Executive Session.

- (1) The City Commission may convene into an executive session as stated on a posted agenda during a regular or special meeting. However, before said session begins, the city secretary shall announce that the executive session is commencing and identify the section or sections of the Open Meetings Act under which the closed meeting is held. The order in which an executive session may appear on the agenda is subject to the discretion of the City Commission.
- (2) A certified agenda of the meeting will be created by the presiding officer or his or her designee, sealed and permanently kept in accordance with state law, subject to opening by court order. The certified agenda must include (1) a statement of the subject matter of each deliberation, (2) a record of any further action taken, and (3) an announcement by the presiding officer at the beginning and the end of the closed session indicating the time and date. The presiding officer will certify all certified agendas in accordance with state law. The exception to keeping a certified agenda is a matter discussed solely under Section 551.071 of the Texas Government Code.
- (3) Commission Members and staff admitted into the executive session meeting shall not use or possess technology that records both sound and images, including but not limited to, personal computing devices, smart wearables, mobile devices, e-messaging, or social media in a closed Executive Session.
- (4) No voting or action shall be taken by the City Commission during an executive session. Action on executive session items must be taken during the public/open session of the City Commission meeting. Action may include the taking of no action at all.
- (5) Appropriate city staff are permitted in executive sessions as appropriate for the items to be discussed.
- (6) No other subject other than that posted on the agenda is to be considered. Adjournment of the executive session and any vote needed shall be made during the open public meeting.
- (7) For executive sessions or closed meetings, Commission Members and staff participating remotely must take appropriate measures to ensure that audio and video communications are inaccessible to unauthorized persons to preserve confidentiality and attorney-client privilege.
- (8) Disclosure of topics to be discussed shall only be made to the public in accordance with the requirements of the Texas Open Meetings Act or Texas Public Information Act.
- (9) Legal advice discussed in executive session shall remain confidential unless the City Commission votes to waive the attorney-client privilege. Except for action taken in open session, no Commission Member, staff member, or legal counsel may disclose the deliberations in executive session on matters discussed under other lawful exceptions under the Texas Open Meetings Act.
- (10) Commission Members, staff members, or legal counsel shall respect the confidentiality of information concerning City property, personnel, or proceedings of the City. They shall neither disclose confidential information without proper legal authorization nor use such information to advance their personal interests. City officials shall keep all matters discussed in executive session confidential. Any City official who shares any part or portion of the discussions, discourse, presentations, or information heard or presented during an executive session shall be deemed to have violated Chapter 38, Ethics Code.

Secs. 2-27—2-55. Reserved.

Section 3. City Code of Ordinance Revisions. The publisher of the City's Code of Ordinances is hereby authorized to revise the Code of Ordinances to reflect changes provided for in this Ordinance; to correct typographical errors where necessary; and to format and number paragraphs to conform to the existing City's Code of Ordinances.

Section 4. Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

Section 5. Severability. Should any section, subsection, sentence, clause, phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Brownsville hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

Section 6. Effective Date. Pursuant to the City Charter, this Ordinance shall become effective upon its second and final reading and passage, and after publication of the caption and penalty clause of this ordinance.

Section 7. Open Meetings. That it is hereby found, determined, and declared as a matter of legislative finding, that the meeting at which this Ordinance was passed was open to the public as required by law, and that public notice of the time, place and purpose of said meeting was given, all as required by Article 551.041, Texas Government Code.

INTRODUCED and PASSED at a PUBLIC HEARING and FIRST READING on the 4th day of August, 2026.

APPROVED AND PASSED at a PUBLIC HEARING and on the SECOND and FINAL READING on this the 18th day of August, 2026.

ATTEST:

Mayra A. Rios, TRMC
City Secretary

John Cowen, Jr.
Mayor

**APPROVED AS TO FORM
AND LEGALITY:**

Guillermo (Will) S. Trevino
City Attorney



To: Mayor and City Commission
Through: Alan Guard, Interim City Manager
From: Mayra Rios, City Secretary
Date: Tuesday, August 4, 2026
Agenda #: Public Hearing and **ACTION** to acknowledge the City Secretary's Certificate of Sufficiency for the Charter Amendment Petition, proposing the Brownsville First Jobs & Contracts Policy, establishing provisions relating to local hiring, City-funded contracts, small business participation, workforce development, transparency, and safe working conditions; and **ACTION** on **FIRST READING** of **Ordinance Number 2026-1819** ordering a Charter Amendment Election to be held on Tuesday, November 3, 2026; providing for the publication and posting of notice; providing for early voting dates, times, and locations; and dealing with related matters. (Office of the City Secretary/Office of the City Attorney)

Consideración y **ACCIÓN** para dar constancia del Certificado de Suficiencia de la Secretaria Municipal para la Petición de Enmienda a la Carta Municipal que propone la adopción de la Política Brownsville First Jobs & Contracts, estableciendo disposiciones relacionadas con la contratación local, los contratos financiados por la Ciudad, la participación de pequeñas empresas, el desarrollo de la fuerza laboral, la transparencia y condiciones laborales seguras; y **ACCIÓN** en **PRIMERA LECTURA** de la **Ordenanza Número 2026-1819** ordenando una elección de enmienda a la Carta Municipal para llevarse a cabo el martes, 3 de noviembre de 2026; disponiendo la publicación y fijación de avisos; estableciendo las fechas, horarios y lugares de la votación anticipada; y tratando asuntos relacionados. (Oficina de la Secretaria Municipal/Oficina del Abogado Municipal)

Summary:

On June 24, 2026, the Office of the City Secretary received a Charter Amendment Petition proposing to amend the Charter of the City of Brownsville by proposing to adopt the Brownsville First Jobs & Contracts Policy, which establishes provisions relating to local hiring, City-funded contracts, small business participation, workforce development, transparency, and safe working conditions.

The petition consisted of 1,236 petition sheets containing 8,195 submitted signatures. Pursuant to Texas Local Government Code §9.004, the petition was required to contain 5,339 valid

signatures, representing five percent (5%) of the City's 106,777 qualified voters.

Because the petition contained more than 1,000 signatures, the Office of the City Secretary utilized the statistical sampling method authorized by Texas Election Code § 277.003, reviewing and verifying a statistical sample of 2,049 signatures. Upon completion of the verification process, the sample results were submitted for an independent statistical analysis, which concluded that the petition is estimated to contain 6,111 valid signatures, exceeding the minimum statutory requirement of a 95% confidence level.

Based on the completed verification process and the independent statistical analysis, the Office of the City Secretary determined that the petition satisfies the signature requirements prescribed by law and has issued a Certificate of Sufficiency.

Project Scope and Analysis:

Pursuant to Texas Local Government Code § 9.004, the City Commission is requested to acknowledge the City Secretary's Certificate of Sufficiency and consider adoption of the attached Ordinance ordering a Charter Amendment Election on November 3, 2026, for submission of the proposed Charter amendment to the qualified voters of the City in accordance with the City Charter and applicable state law.

Pursuant to Texas Election Code § 3.005(c), an election must be ordered not later than the 78th day before Election Day. For the November 3, 2026 Uniform Election, the statutory deadline for the City Commission to order the election is August 17, 2026.

In accordance with Texas Election Code Chapter 272 and applicable federal law, the proposed Election Order and ballot proposition are provided in both English and Spanish. The agenda caption and all election materials have or will be prepared in the required bilingual format.

Funding:

Source: Costs associated with conducting the Charter Amendment Election will be included within the City's election budget and administered in coordination with the Cameron County Elections Administrator.

Amount: N/A

Local Contribution if Applicable:

Recommendation:

Draft Motion: "I move that the City Commission acknowledge receipt of the City Secretary's Certificate of Sufficiency for the Charter Amendment Petition and approve the First Reading of Ordinance Number 2026-1819 ordering a Charter Amendment Election, authorizing all necessary actions to conduct the election in accordance with the City Charter and applicable state law."

Commission Pillar:

Governance

Attachments:

1. ORDINANCE NO. 2026-1819 vR

2. Exhibit A – Certificate of Sufficiency of Petition
3. Exhibit B – Proposed Charter Amendment (Brownsville First Jobs & Contracts Policy)
4. Exhibit D - Election Day Vote Centers
5. Exhibit C - Early Voting Locations for General Elections
6. Report on Analysis of City Charter Amendment petition

ORDINANCE NO. 2026-1819

AN ORDINANCE OF THE CITY OF BROWNSVILLE, TEXAS, ACKNOWLEDGING THE CITY SECRETARY'S CERTIFICATE OF SUFFICIENCY FOR A CHARTER AMENDMENT PETITION PROPOSING THE ADOPTION OF THE "BROWNSVILLE FIRST JOBS & CONTRACTS POLICY"; ORDERING A CHARTER AMENDMENT ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026; PROVIDING FOR THE SUBMISSION OF THE PROPOSED CHARTER AMENDMENT TO THE QUALIFIED VOTERS OF THE CITY; PROVIDING FOR THE BALLOT PROPOSITION; PROVIDING FOR EARLY VOTING DATES, TIMES, AND LOCATIONS; PROVIDING FOR PUBLICATION, POSTING, AND NOTICE OF THE ELECTION; PROVIDING FOR BILINGUAL ELECTION MATERIALS; PROVIDING FOR ELECTION ADMINISTRATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND DEALING WITH RELATED MATTERS.

WHEREAS, Section 9.004 of the Texas Local Government Code authorizes qualified voters of a home-rule municipality to propose amendments to the municipal charter by petition; and

WHEREAS, Section 9.004 of the Texas Local Government Code authorizes qualified voters of a home-rule municipality to propose amendments to the municipal charter by petition; and

WHEREAS, On June 24, 2026, the Office of the City Secretary received a Charter Amendment Petition proposing to amend the Charter of the City of Brownsville by adopting the Brownsville First Jobs & Contracts Policy, establishing provisions relating to local hiring, City-funded contracts, small business participation, workforce development, transparency, and safe working conditions; and

WHEREAS, the petition consisted of 1,236 petition sheets containing 8,195 submitted signatures; and

WHEREAS, pursuant to Texas Local Government Code § 9.004, the petition was required to contain 5,339 valid signatures, representing five percent (5%) of the City's 106,777 qualified voters; and

WHEREAS, because the petition contained more than one thousand (1,000) signatures, the Office of the City Secretary utilized the statistical sampling method authorized by Texas Election Code § 277.003, reviewing and verifying a statistical sample of 2,049 signatures; and

WHEREAS, upon completion of the verification process and receipt of the independent statistical analysis prepared, the City Secretary determined that the petition satisfies the signature requirements prescribed by law and issued a Certificate of Sufficiency; and

WHEREAS, the City Commission finds that it is appropriate to acknowledge the Certificate of Sufficiency and order a Charter Amendment Election pursuant to Texas Local Government Code § 9.004 and the City Charter.

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

SECTION 1. The foregoing recitals are hereby incorporated as findings of fact and are adopted as though fully set forth herein.

SECTION 2. The City Commission hereby acknowledges receipt of the Certificate of Sufficiency of Petition, attached hereto as “Exhibit A” and incorporated herein by reference for all purposes. The Certificate of Sufficiency, issued by the City Secretary pursuant to Texas Local Government Code § 9.004 and Texas Election Code § 277.003, certifies that the Charter Amendment Petition proposing the Brownsville First Jobs & Contracts Policy satisfies the statutory signature requirements and is sufficient for submission to the qualified voters of the City.

SECTION 3. A Charter Amendment Election is hereby ordered and shall be held in and throughout the City of Brownsville, Texas, on Tuesday, November 3, 2026, for the purpose of submitting to the qualified voters of the City the proposed Charter Amendment entitled the Brownsville First Jobs & Contracts Policy, as set forth in “Exhibit B” attached hereto and incorporated herein for all purposes.

The election is ordered pursuant to Texas Local Government Code § 9.004, the Texas Election Code, and the City Charter.

SECTION 4. The City of Brownsville shall contract with the Cameron County Elections Administrator to conduct the Charter Amendment Election utilizing the voting equipment certified by the Texas Secretary of State and approved for use by Cameron County. Accessible voting equipment shall be provided at each early voting and Election Day polling location as required by state and federal law.

The following proposition shall be submitted to the qualified voters of the City:

PROPOSITION O

Shall the City Charter of the City of Brownsville be amended by adding Section 35 to Article V, to adopt the Brownsville First Jobs & Contracts Policy, establishing provisions relating to local hiring, City-funded contracts, small business participation, workforce development, transparency, and safe working conditions?

FOR _____

AGAINST _____

SECTION 5. Early voting by personal appearance shall be conducted by the Cameron County Elections Administrator at locations, dates, and times established in accordance with the Texas Election Code. The Cameron County Elections Administrator is hereby appointed to serve as the Early Voting Clerk for purposes of this election. The official Early Voting Dates, Times, Locations, and Vote-by-Mail Information are attached hereto as Exhibit C and incorporated herein by reference for all purposes. Exhibit C includes the locations designated for early voting by personal appearance, dates and hours of operation, applications for voting by mail, deadlines prescribed by the Texas Election Code, and other information required by law. The Cameron County Elections Administrator is authorized to make modifications to the early voting schedule,

locations, and hours as permitted by the Texas Election Code, and the City Secretary is authorized to update Exhibit C accordingly without further action by the City Commission, provided such changes are authorized by law.

SECTION 6. Election Day voting shall be conducted on Tuesday, November 3, 2026, between the hours prescribed by the Texas Election Code. The official Election Day Polling Locations are attached hereto as Exhibit D and incorporated herein by reference for all purposes. The polling locations identified in Exhibit D are those designated by the Cameron County Elections Administrator for use in the Charter Amendment Election. The Cameron County Elections Administrator is authorized to make adjustments to polling locations as permitted by the Texas Election Code, and the City Secretary is authorized to revise Exhibit D as necessary to reflect those changes without further action by the City Commission, provided such revisions are authorized by law.

SECTION 7. Notice of the Charter Amendment Election shall be published and posted as required by Texas Local Government Code § 9.004, Chapters 4 and 272 of the Texas Election Code, and all other applicable state and federal laws.

The notice shall include:

- A substantial copy of the proposed Charter Amendment;
- An estimate of the anticipated fiscal impact to the City if approved by the voters;
- The date of the election;
- Early voting information;
- Election Day polling information; and
- Any additional information required by law.

SECTION 8. All election materials, including the Notice of Election, ballots, voting instructions, affidavits, applications, and any other forms required for the conduct of the election, shall be prepared in both English and Spanish, and any additional language required by state or federal law.

SECTION 9. The City Manager is authorized to negotiate and execute any Joint Election Agreement, Election Services Contract, or related agreements with the Cameron County Elections Administrator necessary to conduct the Charter Amendment Election. The City Secretary, as the City's Election Official, is authorized to coordinate implementation of this Ordinance and perform all duties assigned by the Texas Election Code, the Texas Local Government Code, and the City Charter.

SECTION 10. If any section, subsection, sentence, clause, or phrase of this Ordinance is held invalid, the remaining portions shall remain in full force and effect.

SECTION 11. This Ordinance shall become effective immediately upon its adoption.

DULY PASSED and **APPROVED** on **FIRST** Reading by the City Commission of the City of Brownsville, Texas on this 4th day of August, 2026.

DULY PASSED and **APPROVED** on **SECOND AND FINAL** Reading by the City Commission of the City of Brownsville, Texas on this 18th day of August, 2026.

ATTEST:

APPROVED:

Mayra A. Rios, City Secretary

John Cowen, Jr., Mayor

APPROVED AS TO FORM:

Guillermo (Will) S. Trevino, City Attorney



OFFICE OF THE CITY SECRETARY

Mayra A. Rios, TRMC,
City Secretary/Local Registrar
City.Secretary@brownsvilletx.gov

CERTIFICATE OF SUFFICIENCY OF PETITION

I, Mayra A. Rios, TRMC, City Secretary of the City of Brownsville, Texas, hereby certify that:

A petition proposing to amend the Charter of the City of Brownsville to adopt the "*Brownsville First Jobs & Contracts Policy*," establishing provisions relating to local hiring, City-funded contracts, small business participation, workforce development, transparency, and safe working conditions, was filed with the Office of the City Secretary on June 24, 2026.

At the time of filing, the petition consisted of 1,236 petition sheets containing 8,195 submitted signatures. In accordance with the City of Brownsville Charter and state law (Texas Local Government Code § 9.004), the required number of signatures for a sufficient petition was 5,339, representing five percent (5%) of the 106,777 qualified voters of the City of Brownsville.

Based on verification against the voter registration rolls obtained from Cameron County, I have determined the following facts regarding this petition:

The raw number of signatures filed with the petition was 8,195. Pursuant to Texas Election Code § 277.003, because the petition contained more than 1,000 signatures, the Office of the City Secretary utilized the statutory random statistical sampling method to verify petition signatures. In accordance with the Election Code, 25 percent (25%) of the submitted signatures were selected for verification, resulting in a statistical sample of 2,049 signatures.

Based on the analysis of the statistical sample results, it has been determined that the petition meets the minimum number of qualifying signatures required under Texas Local Government Code § 9.004. Of the 2,049 sample signatures reviewed under the statistical sampling method authorized by Texas Election Code § 277.003, 470 sample signatures were determined to be non-qualifying, consisting of 17 duplicate signatures of registered voters who signed more than once, 277 signatures from individuals who were not registered voters, 126 signatures from individuals residing outside the City of Brownsville corporate limits, 37 signatures with missing required information, and 13 signatures disqualified for other statutory deficiencies. The remaining 1,579 sample signatures were verified as qualifying signatures of registered voters.

Based on the independent statistical analysis, the petition is statistically estimated to contain the statutory minimum number of qualifying valid signatures required by law.

Based upon the verified statistical sample, the independent statistical analysis, and the findings set forth herein, I hereby determine that the petition satisfies the signature requirements prescribed by Texas Local Government Code § 9.004 and is therefore SUFFICIENT. The statistical analysis report is attached hereto and incorporated by reference as supporting documentation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Brownsville on this the 28th day of July 2026.

(Official Seal)



Mayra A. Rios

Mayra A. Rios, TRMC
City Secretary
City of Brownsville

Report on Analysis of Brownsville City Charter Amendment Petition

We estimate that there are 6,111 valid signatures on the Brownsville City Charter Amendment petition. Using a random sample of a size required by law, the City of Brownsville is 95% confident that the true number of valid signatures on the entire petition exceeds 5,985 and is 95% confident that the true number of valid signatures on the entire petition is less than 6,237. Furthermore, Brownsville is virtually certain that the true number exceeds 5,339.

A total of 8,195 lines of names were submitted on the Brownsville City Charter Amendment Petition. A random sample of 2,049 of these lines was checked. 470 of the sample lines were disqualified on account of being duplicate signatures of registered voters who signed more than once (17), for not being registered voter (277), outside City limits (126), missing required information (37), or for other reasons (13). The remaining 1,579 sample lines were validated as bearing qualified signatures of registered voters.

Using these figures, we estimate that there are 6,111 valid signatures on the Brownsville City Charter Amendment petition. The method used for calculating this estimate is based on Goodman's method (*The Annals of Mathematical Statistics*, 1949, pp. 572-579), supplemented with variance estimate based on Haas and Stokes (*Journal of the American Statistical Association*, 1998, pp. 1475-1487.) The estimate of 6,111 valid signatures adjusts properly for the effect of multiple signatures. In principle, it is incorrect to extrapolate the 1,579 valid signatures that were found in the sample by simply multiplying 1,579 by the petition-to-sample-size ratio $8,195 \div 2,049 = 4$ (approximately). Also, the presence of multiple signatures in the sample can substantially increase the margin of error for the estimate. The method used correctly calculates both the estimate and the margin of error; the simple extrapolation does not. The effect of increased margin of error is to reduce confidence that the required minimum number of signatures was submitted. However, the correct margin of error is still very small relative to the difference between the estimate of 6,111 and the benchmark minimum figure of 5,339. The result is that it is almost mathematically certain that the petition contains at least 5,339 valid signatures.

Random number generation of the sample was done with the Mersenne Twister algorithm using the R statistical software program. Details on proper ways to adjust for multiple signatures are given in the references cited above.

Number of Valid Signatures on Brownsville City Charter Amendment Petition is Estimated to be 6,111

The City of Brownsville has determined that the City Charter Amendment petition meets the requirement for the minimum number of signatures of valid voters if the required minimum is 5,339. 8,195 lines of names were submitted on the petition. A random sample of 2,049 of the submitted lines was checked. 470 of the sample lines were disqualified on account of being duplicate signatures of registered voters who signed more than once (17), for not being registered voter (277), outside City limits (126), missing required information (37), or for other reasons (13). The remaining 1,579 sample lines were validated as bearing qualified signatures of registered voters.

Furthermore, using the random sample, the City of Brownsville estimates that there are 6,111 valid signatures on the City Charter Amendment petition. The City is 95% confident that the true number of valid signatures on the entire petition exceeds 5,985 and is also 95% confident that the true number is less than 6,237. Furthermore, the City is virtually certain that the true number of valid signatures exceeds 5,339.

Caption: A petition to amend the City Charter of Brownsville to ensure taxpayer-funded contracts support local hiring and safe working conditions. Full text of the proposed charter amendment attached.

**BE IT ORDAINED BY THE VOTERS OF THE CITY OF BROWNSVILLE,
TEXAS:**

Sec. X.01 – Title.

This article shall be known as the Brownsville First Jobs & Contracts Policy.

Sec. X.02 – Purpose.

The voters of the City of Brownsville enact this policy to ensure that taxpayer-funded contracts support local hiring, fair access for small businesses, and safe working conditions. The purposes of this policy are to:

- (a) Strengthen participation of local and small businesses in City contracts;
- (b) Keep public funds circulating in the local economy;
- (c) Promote accountability, safety, and transparency in City procurement;
- (d) Support training opportunities that connect residents with City-funded work; and
- (e) Ensure that City contracts deliver high-quality work and best value for taxpayers, consistent with applicable state procurement laws.

Sec. X.03 – Definitions.

For purposes of this Article:

- (a) City Contract means any agreement for services, labor, or materials exceeding \$1,000,001 funded in whole or part by the City.
- (b) Local Worker means a person residing within Cameron, Hidalgo, Starr, or Willacy Counties.
- (c) Small Business means an independently owned business with 50 or fewer employees.
- (d) OSHA-10 means a ten-hour safety training course approved by the Occupational Safety and Health Administration.

Sec. X.04 – Contract Specifications for City-Funded Projects.

All City Contracts shall include the following contract conditions, to the extent permitted by state and federal law:

- (a) Contractors shall certify compliance with all applicable laws, including wage laws (state and federal), and may voluntarily commit to higher wage standards.
- (b) Contractors shall ensure that each on-site worker has completed OSHA-10 or equivalent safety training before beginning work.

- (c) Contractors shall disclose whether they carry workers' compensation insurance or equivalent coverage and comply with all applicable state disclosure requirements.
- (d) Contractors are encouraged, but not required, to make good-faith efforts to hire Local Workers. Contractors must document their good-faith efforts to hire Local Workers.
- (e) Contractors shall cooperate with compliance monitoring approved by the City for contract terms.

Sec. X.05 – Incentives and Prioritization.

- (a) Small and Local Business Preference.
The City may establish scoring criteria that give preference to Small Businesses or businesses headquartered in the Rio Grande Valley, provided such criteria comply with state procurement laws.
- (b) Workforce Training Partnerships.
Contractors are encouraged to partner with local workforce programs, unions, or educational institutions to recruit and train workers.
- (c) Transparency.
The City shall maintain a public dashboard listing contract recipients, available compliance reports, and participation outcomes, provided such criteria comply with state laws.

Sec. X.06 – Local Jobs & Business Access Program.

The City shall create and maintain a Local Jobs & Business Access Program to:

- (a) Assist Small and Local Businesses in bidding for and complying with City Contracts;
- (b) Provide free technical assistance in English and Spanish for contract paperwork, compliance, and certification;
- (c) Maintain a directory of local contractors who meet contract requirements;
- (d) Conduct quarterly outreach and training sessions open to the public;
- (e) Coordinate with workforce training entities to help grow a qualified local labor pool.

Sec. X.07 – Legal Compliance.

This policy applies only as conditions of City contracting and shall not regulate wages, hiring, or benefits outside the scope of public procurement. Implementation must comply with the Texas Local Government Code, the Texas Constitution, House Bill 2127 (2023), and any subsequent state or federal law. The City Attorney shall review contract forms and program rules for compliance prior to enforcement.

Sec. X.08 – Review and Reporting.

The City Commission shall conduct a public review of this policy every three years, including:

- (a) A compliance report from the Procurement Office and any monitors;

- (b) A summary of local business participation;
- (c) Data from the Local Jobs & Business Access Program;
- (d) Public comment and recommendations for improvements.

Sec. X.09 – Severability.

If any part of this article is found invalid or preempted by state or federal law, the remaining sections shall remain in effect. The City Commission may amend contract forms or program rules to conform to changes in law while preserving the intent of this Article.

GENERAL ELECTION
VOTE CENTERS
NOVEMBER 3, 2026

VOTE CENTER	ADDRESS	CITY
1 Benavides Elementary School	3101 McAllen Rd.	Brownsville
2 Bob Clark Social Service Center	9901 California Rd.	Brownsville
3 Brownsville Public Library	2600 Central Blvd.	Brownsville
4 Burns Elementary School	1974 E. Alton Gloor Rd.	Brownsville
5 Cameron County Courthouse Judicial Complex	954 E. Harrison St.	Brownsville
6 Cameron Park Community Center (El Centro Cultural)	2100 Gregory Ave.	Brownsville
7 Del Castillo-Morningside Elementary School	1025 Morningside Rd.	Brownsville
8 Dora Romero Elementary	9705 Cajun Blvd.	Brownsville
9 El Jardin Elementary School	6911 Boca Chica Blvd.	Brownsville
10 Homer Hanna High School	2615 Price Rd.	Brownsville
11 Hudson Elementary School	2980 FM 802	Brownsville
12 J.T. Canales Elementary School	1811 International Blvd.	Brownsville
13 James Pace High School	314 W. Los Ebanos Blvd.	Brownsville
14 Judge Reynaldo G. Garza at Southmost Elementary School	5245 Southmost Rd.	Brownsville
15 Mariano Gonzalez Sr. Elementary School	4350 Jaime Zapata Ave.	Brownsville
16 Oliveira Middle School	444 Land O' Lakes Dr.	Brownsville
17 Olmito Elementary School	2500 Arroyo Blvd	Brownsville
18 Perkins Middle School	4750 Austin Rd.	Brownsville
19 R.L. Martin Elementary School	1701 Stanford Ave.	Brownsville
20 Raul A. Besteiro Jr. Middle School	6280 Southmost Rd.	Brownsville
21 Russell Elementary School	800 Lakeside Blvd.	Brownsville
22 Sharp Elementary School	1439 Palm Blvd.	Brownsville
23 Simon Rivera High School	6955 FM 802	Brownsville
24 Skinner Elementary School	411 W. St. Charles St.	Brownsville
25 Southmost Public Library	4320 Southmost Rd.	Brownsville
26 UTRGV Student Union Salon Gardenia	650 Ringgold St.	Brownsville
27 Veterans Memorial Early College High School	4550 US Military Hwy 281	Brownsville
28 Yturria Elementary School	2955 W. Tandy Rd.	Brownsville
29 Combes Municipal Complex	21626 Hand Road	Combes
30 Bowie Elementary School	309 W. Lincoln St.	Harlingen
31 Crockett Elementary School	1406 W. Jefferson St.	Harlingen
32 Harlingen County Annex Bldg.	3302 Wilson Rd.	Harlingen
33 Harlingen Cultural Arts Center	576 "76" Dr.	Harlingen
34 Harlingen High School South	1701 Dixieland Rd.	Harlingen
35 Long Elementary School	2601 N. 7th St.	Harlingen
36 Stuart Place Elementary School	6701 W. Business 83	Harlingen
37 UTRGV (Clinical Education Bldg Auditorium)	2102 Treasure Hills	Harlingen
38 Vernon Middle School	125 S. 13th St.	Harlingen
39 Zavala Elementary School	1111 North "B" St.	Harlingen
40 American Legion Hall	219 E. Commercial Ave.	La Feria
41 Laguna Vista City Hall Board Room	122 Fernandez St	Laguna Vista
42 Los Fresnos Community Building	204 N. Brazil St.	Los Fresnos
43 Liberty Memorial Middle School	31579 FM 2893	Los Fresnos
44 Los Indios Community Center	309 E. Heywood St.	Los Indios
45 Villareal Elementary School	7770 E. Lakeside Blvd.	Olmito
46 City of Port Isabel City Hall	305 E. Maxan St.	Port Isabel
47 City of Primera Municipal Complex	17635 Primera Rd	Primera
48 Town of Rancho Viejo City Hall	3301 Carmen Ave.	Rancho Viejo
49 Rio Hondo Municipal Center (Civic Center)	121 N. Arroyo Blvd.	Rio Hondo
50 Ed Downs Elementary School	1302 N. Dick Dowling	San Benito
51 Fred Booth Global Leadership Academy	705 Zaragoza St.	San Benito
52 La Encantada School	35001 FM 1577	San Benito
53 La Paloma Elementary School	35076 Padilla St.	San Benito
54 San Benito Community Bldg.	210 E. Heywood St.	San Benito
55 Sullivan Environmental Science Academy	900 Elizabeth St.	San Benito
56 Santa Maria ISD Administrative Bldg. Board Room	1119 Military Hwy 281	Santa Maria
57 Maria Luisa Ruiz Guerra County Annex	116 Santa Vista Ave.	Santa Rosa
58 South Padre Island Community Center	4601 Padre Blvd.	South Padre Island

**Notice of Early Voting Locations for the General Election
to be held on November 3, 2026**

Early voting by personal appearance will be conducted at the following locations, dates, and times:

LOCATION	ADDRESS	DATES	TIMES
Main Early Voting Place	Cameron County Courthouse Judicial Complex 954 E. Harrison St. Brownsville, Texas	Monday, Oct. 19 thru Friday, Oct. 23	9:00 am to 7:00 pm
		Saturday, Oct. 24	8:00 am to 8:00 pm
		Sunday, Oct. 25	10:00 am to 5 pm
		Monday, Oct. 26 thru Friday, Oct. 30	8:00 am to 8:00 pm
Brownsville Public Library	2600 Central Blvd. Brownsville, Texas	Monday, Oct. 19 thru Friday, Oct. 23	9:00 am to 7:00 pm
		Saturday, Oct. 24	8:00 am to 8:00 pm
		Sunday, Oct. 25	10:00 am to 5 pm
		Monday, Oct. 26 thru Friday, Oct. 30	8:00 am to 8:00 pm
BISD Administrative Bldg	1900 E. Price Rd Brownsville, Texas	Monday, Oct. 19 thru Friday, Oct. 23	9:00 am to 7:00 pm
		Saturday, Oct. 24 thru Sunday, Oct. 25	10:00 am to 5 pm
		Monday, Oct. 26 thru Friday, Oct. 30	8:00 am to 8:00 pm
Southmost Public Library	4320 Southmost Rd. Brownsville, Texas	Monday, Oct. 19 thru Friday, Oct. 23	9:00 am to 7:00 pm
		Saturday, Oct. 24 thru Sunday, Oct. 25	10:00 am to 5 pm
		Monday, Oct. 26 thru Friday, Oct. 30	8:00 am to 8:00 pm
Cameron Park Community Center (El Centro Cultural)	2100 Gregory Ave. Brownsville, Texas	Monday, Oct. 19 thru Friday, Oct. 23	9:00 am to 7:00 pm
		Saturday, Oct. 26 thru Sunday, Oct. 25	10:00 am to 5 pm
		Monday, Oct. 26 thru Friday, Oct. 30	8:00 am to 8:00 pm
Harlingen County Annex Bldg.	3302 Wilson Rd. Harlingen, Texas	Monday, Oct. 19 thru Friday, Oct. 23	9:00 am to 7:00 pm
		Saturday, Oct. 24	8:00 am to 8:00 pm
		Sunday, Oct. 25	10:00 am to 5 pm
		Monday, Oct. 26 thru Friday, Oct. 30	8:00 am to 8:00 pm
San Benito Community Bldg.	210 E. Heywood St. San Benito, Texas	Monday, Oct. 19 thru Friday, Oct. 23	9:00 am to 7:00 pm
		Saturday, Oct. 24	8:00 am to 8:00 pm
		Sunday, Oct. 25	10:00 am to 5 pm
		Monday, Oct. 26 thru Friday, October 30	8:00 am to 8:00 pm
Port Isabel City Hall	305 E. Maxan St Port Isabel, Texas	Monday, Oct. 19 thru Friday, Oct. 23	9:00 am to 7:00 pm
		Saturday, Oct. 24 thru Sunday, Oct. 25	10:00 am to 5 pm
		Monday, Oct. 26 thru Friday, Oct. 30	8:00 am to 8:00 pm
American Legion Hall	219 E. Commercial Ave. La Feria, Texas	Monday, Oct. 19 thru Friday, Oct. 23	9:00 am to 7:00 pm
		Saturday, Oct. 24 thru Sunday, Oct. 25	10:00 am to 5 pm
		Monday, Oct. 26 thru Friday, Oct. 30	8:00 am to 8:00 pm
Los Fresnos Community Center	204 N. Brazil St. Los Fresnos, Texas	Monday, Oct. 19 thru Friday, Oct. 23	9:00 am to 7:00 pm
		Saturday, Oct. 24 thru Sunday, Oct. 25	10:00 am to 5 pm
		Monday, Oct. 26 thru Friday, Oct. 30	8:00 am to 8:00 pm

**Notice of Early Voting Locations for the General Election
to be held on November 3, 2026**

LOCATION	ADDRESS	DATES	TIMES
New Horizon Health Center	191 E. Price Rd. Brownsville, Texas	Monday, Oct. 19 thru Friday, Oct. 23	9:00 am to 7:00 pm
		Saturday, Oct. 24 thru Sunday, Oct. 25	10:00 am to 5 pm
		Monday, Oct. 26 thru Friday, Oct. 30	8:00 am to 8:00 pm
Harlingen Cultural Arts Center	576 "76" Dr. Harlingen, Texas	Monday, Oct. 19 thru Friday, Oct. 23	9:00 am to 7:00 pm
		Saturday, Oct. 24 thru Sunday, Oct. 25	10:00 am to 5 pm
		Monday, Oct. 26 thru Friday, Oct. 30	8:00 am to 8:00 pm
Rio Hondo Municipal Center	121 N. Arroyo Blvd Rio Hondo, Texas	Monday, Oct. 19 thru Friday, Oct. 23	9:00 am to 7:00 pm
		Saturday, Oct. 24 thru Sunday, Oct. 25	10:00 am to 5 pm
		Monday, Oct. 26 thru Friday, Oct. 30	8:00 am to 8:00 pm
Santa Rosa Maria Luisa Ruiz Guerra County Annex Bldg.	116 Santa Vista Ave. Santa Rosa, Texas	Monday, Oct. 19 thru Friday, Oct. 23	9:00 am to 7:00 pm
		Saturday, Oct. 24 thru Sunday, Oct. 25	10:00 am to 5 pm
		Monday, Oct. 26 thru Friday, Oct. 30	8:00 am to 8:00 pm
UTRGV Student Union Salon Gardenia	650 Ringgold Rd. Brownsville, Texas	Monday, Oct. 19 thru Friday, Oct. 23	9:00 am to 7:00 pm
		Saturday, Oct. 24 thru Sunday, Oct. 25	10:00 am to 5 pm
		Monday, Oct. 26 thru Friday, Oct. 30	8:00 am to 8:00 pm
Los Indios Community Center	309 Heywood St. Los Indios, Texas	Monday, Oct. 19 thru Friday, Oct. 23	9:00 am to 7:00 pm
		Saturday, Oct. 24 thru Sunday, Oct. 25	10:00 am to 5 pm
		Monday, Oct. 26 thru Friday, Oct. 30	8:00 am to 8:00 pm
Town of Rancho Viejo City Hall	3301 Carmen Ave. Rancho Viejo, Texas	Monday, Oct. 19 thru Friday, Oct. 23	9:00 am to 7:00 pm
		Saturday, Oct. 24 thru Sunday, Oct. 25	10:00 am to 5 pm
		Monday, Oct. 26 thru Friday, Oct. 30	8:00 am to 8:00 pm
Bob Clark Social Service Center	9901 California Rd. Brownsville, Texas	Monday, Oct. 19 thru Friday, Oct. 23	9:00 am to 7:00 pm
		Saturday, Oct. 24 thru Sunday, Oct. 25	10:00 am to 5 pm
		Monday, Oct. 26 thru Friday, Oct. 30	8:00 am to 8:00 pm
Santa Maria ISD Administrative Bldg.	Board Room 11119 Military Hwy 281 Santa Maria, Texas	Monday, Oct. 19 thru Friday, Oct. 23	9:00 am to 7:00 pm
		Saturday, Oct. 24 thru Sunday, Oct. 25	10:00 am to 5 pm
		Monday, Oct. 26 thru Friday, Oct. 30	8:00 am to 8:00 pm
South Padre Island Community Center	4501 Padre Blvd South Padre Island, Texas	Monday, Oct. 19 thru Friday, Oct. 23	9:00 am to 7:00 pm
		Saturday, Oct. 24 thru Sunday, Oct. 25	10:00 am to 5 pm
		Monday, Oct. 26 thru Friday, Oct. 30	8:00 am to 8:00 pm
City of Laguna Vista City Hall	122 Fernandez St. Laguna Vista, Texas	Monday, Oct. 19 thru Friday, Oct. 23	9:00 am to 7:00 pm
		Saturday, Oct. 24 thru Sunday, Oct. 25	10:00 am to 5 pm
		Monday, Oct. 26 thru Friday, Oct. 30	8:00 am to 8:00 pm

Report on Analysis of Brownsville City Charter Amendment Petition

We estimate that there are 6,111 valid signatures on the Brownsville City Charter Amendment petition. Using a random sample of a size required by law, the City of Brownsville is 95% confident that the true number of valid signatures on the entire petition exceeds 5,985 and is 95% confident that the true number of valid signatures on the entire petition is less than 6,237. Furthermore, Brownsville is virtually certain that the true number exceeds 5,339.

A total of 8,195 lines of names were submitted on the Brownsville City Charter Amendment Petition. A random sample of 2,049 of these lines was checked. 470 of the sample lines were disqualified on account of being duplicate signatures of registered voters who signed more than once (17), for not being registered voter (277), outside City limits (126), missing required information (37), or for other reasons (13). The remaining 1,579 sample lines were validated as bearing qualified signatures of registered voters.

Using these figures, we estimate that there are 6,111 valid signatures on the Brownsville City Charter Amendment petition. The method used for calculating this estimate is based on Goodman's method (*The Annals of Mathematical Statistics*, 1949, pp. 572-579), supplemented with variance estimate based on Haas and Stokes (*Journal of the American Statistical Association*, 1998, pp. 1475-1487.) The estimate of 6,111 valid signatures adjusts properly for the effect of multiple signatures. In principle, it is incorrect to extrapolate the 1,579 valid signatures that were found in the sample by simply multiplying 1,579 by the petition-to-sample-size ratio $8,195 \div 2,049 = 4$ (approximately). Also, the presence of multiple signatures in the sample can substantially increase the margin of error for the estimate. The method used correctly calculates both the estimate and the margin of error; the simple extrapolation does not. The effect of increased margin of error is to reduce confidence that the required minimum number of signatures was submitted. However, the correct margin of error is still very small relative to the difference between the estimate of 6,111 and the benchmark minimum figure of 5,339. The result is that it is almost mathematically certain that the petition contains at least 5,339 valid signatures.

Random number generation of the sample was done with the Mersenne Twister algorithm using the R statistical software program. Details on proper ways to adjust for multiple signatures are given in the references cited above.

Number of Valid Signatures on Brownsville City Charter Amendment Petition is Estimated to be 6,111

The City of Brownsville has determined that the City Charter Amendment petition meets the requirement for the minimum number of signatures of valid voters if the required minimum is 5,339. 8,195 lines of names were submitted on the petition. A random sample of 2,049 of the submitted lines was checked. 470 of the sample lines were disqualified on account of being duplicate signatures of registered voters who signed more than once (17), for not being registered voter (277), outside City limits (126), missing required information (37), or for other reasons (13). The remaining 1,579 sample lines were validated as bearing qualified signatures of registered voters.

Furthermore, using the random sample, the City of Brownsville estimates that there are 6,111 valid signatures on the City Charter Amendment petition. The City is 95% confident that the true number of valid signatures on the entire petition exceeds 5,985 and is also 95% confident that the true number is less than 6,237. Furthermore, the City is virtually certain that the true number of valid signatures exceeds 5,339.



To: Mayor and City Commission
Through: Alan Guard, Interim City Manager
From: Stephen Muse, Accountant III
Date: Tuesday, August 4, 2026
Agenda #: Consideration and **ACTION** to acknowledge the Cameron Appraisal District Chief Appraiser's Certification of the City of Brownsville's 2026 tax roll.
(Financial Services Department)

Summary:

The chief appraiser certifies and delivers the appraisal roll to the taxing unit. This includes the estimated value of properties under protest and the values of properties not under protest that are not listed in the certified appraisal roll. The taxing unit's assessor determines the following and submits it to the governing body:

- Total appraised and taxable value of property in the taxing unit;
- Total appraised and taxable value of new improvements; and
- Total taxable value of property annexed since the previous year

Project Scope and Analysis:

N/A

Funding:

Source:

Amount:

Local Contribution if Applicable:

Recommendation:

Financial Services recommends acknowledgment

Commission Pillar:

Governance

Attachments:

1. IC 1.02 Tax Roll

OFFICE OF THE TAX ASSESSOR-COLLECTOR

P.O. BOX 952 BROWNSVILLE, TEXAS 77822-0952



EDELMIRO "EDDIE" GARCIA
TAX ASSESSOR-COLLECTOR

L. LAURA GONZALEZ
CHIEF DEPUTY

July 23, 2026

BROWNSVILLE
MAIN OFFICE
835 E. Levee
(956) 544-0800
FAX: 544-0808

BROWNSVILLE
Motor Bank
E. 8th & Levee
(956) 589-7088

SOUTHEAST
BRANCH OFFICE
3000 Southmost
(956) 356-6460
FAX: 213-2010

HARLINGEN
BRANCH OFFICE
3302 Wilson Rd
(956) 427-8013
FAX: 427-8017

HARLINGEN
Motor Bank
300 E. Van Buren
(956) 406-6080

SAN BENITO
BRANCH OFFICE
1390 W. Expy 83
(956) 361-8232
FAX: 361-8235

SAN BENITO
Motor Bank
199 S. Sam Houston
(956) 247-8361

LOS FRESNOS
BRANCH OFFICE
745 W. Ocean Blvd
(956) 233-4494
FAX: 233-6154

PORT ISABEL
BRANCH OFFICE
505 Highway 100
(956) 943-8101
FAX: 943-0184

LA FERIA
BRANCH OFFICE
200 Industrial
(956) 797-3075
FAX: 797-9239

RIO HONDO
BRANCH OFFICE
125 W. Colorado
(956) 748-2345
FAX: 748-4622

CITY OF BROWNSVILLE
STEPHEN E. MUSE - INTERIM FINANCE DIRECTOR
PO BOX 911
BROWNSVILLE, TX 77820

Dear STEPHEN E. MUSE - INTERIM FINANCE DIRECTOR:

Enclosed you will find your jurisdiction's 2026 Certified Totals and other pertinent documentation received from the Cameron Appraisal District on July 22, 2026. State law requires a tax rate be adopted no later than September 30th by the taxing unit (Texas Property Tax code Sec 26.05). However, **we will require your adopted tax rate to be submitted to our office no later than Friday, September 11, 2026** in order to meet the October 1st statement mail out deadline.

Note: Your adopted tax rate must be submitted by Resolution/Ordinance or any official document no later than September 11, 2026. It is the responsibility of the Taxing Unit to provide this document with all signatures required to the Tax-Assessor Collector's Office.

Also, please email our office your tax rate adoption calendar as soon as it is available, so that we may include your district in our technical assistance schedule and update the Property Tax Transparency Website.

If you have any questions regarding this letter, please contact Ms. Neiva P. Escobar, PCC – Property Tax Manager at (956) 589-7078, or our Property Tax Specialists team @ Property.Tax@co.cameron.tx.us if we can be of any further assistance.

Respectfully,

Edelmiro "Eddie" Garcia

Cameron County Tax Assessor-Collector

CAMERON APPRAISAL DISTRICT



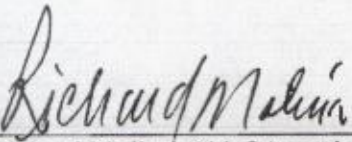
CERTIFICATION OF APPRAISAL ROLL TO ASSESSOR

2026

RE: SECTION §26.01 PROPERTY TAX CODE

I, Richard Molina, Chief Appraiser for the Cameron Appraisal District,
certify that the Appraisal Review Board approved the appraisal records on July 22, 2026
and the part of those records as presented herein constitute the 2026 appraisal roll
for **CITY OF BROWNSVILLE**
Taxing Unit

ARB Approved Market Value:	<u>\$16,944,817,642</u>
ARB Approved Net Taxable Value:	<u>\$13,049,664,261</u>
Market Value Under ARB Review:	<u>\$57,307,586</u>


Richard Molina, Chief Appraiser

July 22, 2026
Date

	NOT UNDER REVIEW	UNDER REVIEW	TOTAL
REAL PROPERTY & MFT HOMES	(Count) (70,614)	(Count) (44)	(Count) (70,658)
Land HS Value	2,678,862,729	2,368,366	2,681,231,095
Land NHS Value	2,480,006,589	3,612,588	2,483,619,177
Land Ag Market Value	105,428,175	513,000	105,941,175
Land Timber Market Value	0	0	0
Total Land Value	5,264,297,493	6,493,954	5,270,791,447
Improvement HS Value	5,850,761,230	3,836,489	5,854,597,719
Improvement NHS Value	4,368,576,285	7,079,126	4,375,655,411
Total Improvement	10,219,337,515	10,915,615	10,230,253,130
Market Value	15,483,635,008	17,409,569	15,501,044,577
BUSINESS PERSONAL PROPERTY	(6,646)	(34)	(6,680)
Market Value	1,461,182,634	39,898,017	1,501,080,651
OIL & GAS / MINERALS	(0)	(0)	(0)
Market Value	0	0	0
OTHER (Intangibles)	(0)	(0)	(0)
Market Value	0	0	0
	(Total Count) (77,260)	(Total Count) (78)	(Total Count) (77,338)
TOTAL MARKET	16,944,817,642	57,307,586	17,002,125,228
Ag Productivity	5,071,184	2,802	5,073,986
Ag Loss (-)	100,356,991	510,198	100,867,189
Timber Productivity	0	0	0
Timber Loss (-)	0	0	0
APPRAISED VALUE	16,844,460,651	56,797,388	16,901,258,039
	99.7%	0.3%	100.0%
HS CAP Limitation Value (-)	961,192,178	979,939	962,172,117
CB CAP Limitation Value (-)	231,940,949	1,041,774	232,982,723
NET APPRAISED VALUE	15,651,327,524	54,775,675	15,706,103,199
Total Exemption Amount	2,601,663,263	5,383,687	2,607,046,950
NET TAXABLE	13,049,664,261	49,391,988	13,099,056,249
TAX LIMIT/FREEZE ADJUSTMENT	1,608,186,487	1,230,287	1,609,416,774
LIMIT ADJ TAXABLE (I&S)	11,441,477,774	48,161,701	11,489,639,475
CHAPTER 312 ADJUSTMENT	0	0	0
CHAPTER 313 ADJUSTMENT	0	0	0
LIMIT ADJ TAXABLE (M&O)	11,441,477,774	48,161,701	11,489,639,475

APPROX TOTAL LEVY = LIMIT ADJ TAXABLE * (TAX RATE / 100) + ACTUAL TAX
 \$76,213,396.23 = 11,489,639,475 * (0.603504 / 100) + \$6,872,962.41

CITY OF BROWNSVILLE
Tax Limit Adjustment Breakdown
(Freeze)

NOT UNDER REVIEW

Limitation	Net Appr	Taxable	Act Tax	Ceiling	Count
DP	98,333,715	92,583,414	385,309.74	396,345.54	777
DPS	1,836,251	1,831,251	7,511.36	7,593.55	17
OV65	1,656,679,287	1,506,883,803	6,447,949.6	6,655,919.02	11,611
OV65S	7,567,617	6,516,766	26,573.54	27,303.02	50
Total	1,764,416,870	1,607,815,234	6,867,344.24	7,087,161.13	12,455

Tax Rate: 0.603504

Transfer	Net Appr	Taxable	Post % Taxable	Adjustment	Count
OV65	2,696,863	2,627,863	2,256,610	371,253	12
Total	2,696,863	2,627,863	2,256,610	371,253	12

UNDER REVIEW

Limitation	Net Appr	Taxable	Act Tax	Ceiling	Count
DP	173,220	173,220	850.94	850.94	1
OV65	1,087,067	1,057,067	4,767.23	4,767.23	5
Total	1,260,287	1,230,287	5,618.17	5,618.17	6

Tax Rate: 0.603504

TOTAL

Limitation	Net Appr	Taxable	Act Tax	Ceiling	Count
DP	98,506,935	92,756,634	386,160.68	397,196.48	778
DPS	1,836,251	1,831,251	7,511.36	7,593.55	17
OV65	1,657,766,354	1,507,940,870	6,452,716.83	6,660,686.25	11,616
OV65S	7,567,617	6,516,766	26,573.54	27,303.02	50
Total	1,765,677,157	1,609,045,521	6,872,962.41	7,092,779.3	12,461

Tax Rate: 0.603504

Transfer	Net Appr	Taxable	Post % Taxable	Adjustment	Count
OV65	2,696,863	2,627,863	2,256,610	371,253	12
Total	2,696,863	2,627,863	2,256,610	371,253	12

EXEMPTIONS	NOT UNDER REVIEW		UNDER REVIEW		TOTAL	
Exemption	Total	Count	Total	Count	Total	Count
Homestead Exemptions						
OV65-Local	68,905,072	12,170	30,000	5	68,935,072	12,175
OV65-State	0	0	0	0	0	0
OV65-Prorated	5,080	2	0	0	5,080	2
OV65S-Local	232,000	44	0	0	232,000	44
OV65S-State	0	0	0	0	0	0
OV65S-Prorated	0	0	0	0	0	0
DP-Local	0	0	0	0	0	0
DP-State	0	0	0	0	0	0
DP-Prorated	0	0	0	0	0	0
DPS-Local	0	0	0	0	0	0
DPS-State	0	0	0	0	0	0
DPS-Prorated	0	0	0	0	0	0
DVHS	237,336,208	1,008	0	0	237,336,208	1,008
DVHS-Prorated	5,742,187	36	0	0	5,742,187	36
DVHSS	13,398,758	87	0	0	13,398,758	87
DVHSS-Prorated	0	0	0	0	0	0
DVHSS-UD	362,749	2	0	0	362,749	2
FRSS	736,984	2	0	0	736,984	2
Subtotal for Homestead Exemptions	326,719,038	13,351	30,000	5	326,749,038	13,356
Disabled Veterans Exemptions						
DV1	1,304,500	147	0	0	1,304,500	147
DV1S	100,000	21	0	0	100,000	21
DV2	743,680	96	0	0	743,680	96
DV2S	22,500	3	0	0	22,500	3
DV3	1,340,000	156	0	0	1,340,000	156
DV3S	70,000	7	0	0	70,000	7
DV4	5,484,122	890	0	0	5,484,122	890
DV4S	372,000	53	0	0	372,000	53
Subtotal for Disabled Veterans Exemptions	9,436,802	1,373	0	0	9,436,802	1,373
Special Exemptions						
Charitable Org	14,685,795	10	0	0	14,685,795	10
FR	291,001,430	57	1,256,509	4	292,257,939	61
HT	18,763,673	74	0	0	18,763,673	74
MASSS	628,455	4	0	0	628,455	4
PC	282,618	1	0	0	282,618	1
PPV	1,039,609	33	0	0	1,039,609	33
PPV-PRORATED	325,312	6	0	0	325,312	6
Subtotal for Special Exemptions	326,726,892	185	1,256,509	4	327,983,401	189

EXEMPTIONS	NOT UNDER REVIEW		UNDER REVIEW		TOTAL	
Exemption	Total	Count	Total	Count	Total	Count
Absolute Exemptions						
EX	5,864	1	0	0	5,864	1
EX-Prorated	0	0	0	0	0	0
Exempt UD	197,780	2	0	0	197,780	2
EX-XA	15,503,512	38	0	0	15,503,512	38
EX-XA-PRORATED	0	0	0	0	0	0
EX-XG	17,586,001	10	0	0	17,586,001	10
EX-XG-PRORATED	0	0	0	0	0	0
EX-XJ	30,200,641	7	0	0	30,200,641	7
EX-XJ-PRORATED	0	0	0	0	0	0
EX-XL	287,073	1	0	0	287,073	1
EX-XL-PRORATED	0	0	0	0	0	0
EX-XR	2,460	1	0	0	2,460	1
EX-XR-PRORATED	0	0	0	0	0	0
EX-XU	94,712	1	0	0	94,712	1
EX-XU-PRORATED	0	0	0	0	0	0
EX-XV	1,622,583,783	3,267	0	0	1,622,583,783	3,267
EX-XV-PRORATED-	703,873	14	0	0	703,873	14
EX-XV-PRORATED	0	0	0	0	0	0
Subtotal for Absolute Exemptions	1,687,165,699	3,342	0	0	1,687,165,699	3,342
Other Exemptions						
BPPEX	211,800,564	5,588	3,972,368	33	215,772,932	5,621
BPPEX-AL	12,356,752	419	124,810	1	12,481,562	420
BPPEX-TU	14,374,728	387	0	0	14,374,728	387
BPPEX-UD	13,082,788	250	0	0	13,082,788	250
CC	0	22	0	0	0	22
Subtotal for Other Exemptions	251,614,832	6,666	4,097,178	34	255,712,010	6,700
Total:	2,601,663,263	24,917	5,383,687	43	2,607,046,950	24,960

New Value

Total New Market Value: \$278,265,045

Total New Taxable Value: \$268,831,925

JETI

Chapter 313

TIF/TIRZ

New Market Value: \$0

New Market Value: \$0

New Market Value: \$0

New Taxable Value: \$0

New Taxable Value: \$0

New Taxable Value: \$0

Exemption Loss

New Absolute Exemptions

Exemption	Description	Count	Last Year Market Value
EX-XV	Other Exemptions (including public property, reli...	19	2,187,574
Absolute Exemption Value Loss:		19	2,187,574

New Partial Exemptions

Exemption	Description	Count	Partial Exemption Amt
BPPEX	BPPEX	5021	206,659,007
BPPEX-AL	BPPEX-AL	368	12,330,706
BPPEX-TU	BPPEX-TU	341	14,200,853
CHODO	11.182 Community Housing Development Organi...	1	902,634
DP	Disability	9	0
DV1	Disabled Veterans 10% - 29%	7	56,000
DV2	Disabled Veterans 30% - 49%	17	141,000
DV3	Disabled Veterans 50% - 69%	17	182,000
DV3S	Disabled Veterans Surviving Spouse 50% - 69%	1	10,000
DV4	Disabled Veterans 70% - 100%	74	696,000
DV4S	Disabled Veterans Surviving Spouse 70% - 100%	3	12,000
DVHS	Disabled Veteran Homestead	52	13,738,809
DVHSS	Disabled Veteran Homestead Surviving Spouse	4	617,520
FR	FREEPORT	61	292,257,939
FRSS	First Responder Surviving Spouse	1	168,298
HT	Historical (Special Exemption)	74	18,763,673
OV65	Over 65	217	1,139,066
OV65S	OV65 Surviving Spouse	1	6,000
PPV	Personal Property Vehicle (Unused Special Exem...	3	137,170
Partial Exemption Value Loss:		6,272	562,018,675
Total NEW Exemption Value			564,206,249

Increased Exemptions

Exemption	Description	Count	Increased Exemption Amt
Increased Exemption Value Loss:		0	0
Total Exemption Value Loss:			564,206,249

New Special Use (Ag/Timber)

Count	2025 Market Value	2026 Special Use	Loss
5	2,221,938	292,550	-1,929,388

New Annexations/Deannexations

Count	Market Value	Taxable Value
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New Annexations/Deannexations

	Count	Market Value	Taxable Value
Annexations	3	475,199	411,349
Deannexations	0	0	0

Average Homestead Value

Categor	Count of HS Res	Avg Market	Avg Exempt	Med Market	Med Exempt	Avg Taxable	Med Taxable
A Only	31,270	206,481	7,733	194,560	0	168,171	155,187
A & E	31,314	206,529	7,732	194,576	0	168,193	155,187

Property Under Review - Lower Value Used

Count	Market Value	Lower Market Value	Estimated Lower Taxable Value
78	57,307,586	49,783,069	43,815,432

Not Under Review

Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	Single-family Residential	51,442		127,104,008	9,683,370,061	8,357,737,034
B	Multifamily Residential	2,103		29,266,937	876,793,117	824,942,364
C1	Vacant Lots and Tracts	8,213		2,461,983	522,123,414	474,144,033
D1	Qualified Open-Space Land	436	21,893.37	0	105,428,175	5,069,359
D2	Farm or Ranch Improvements on Qualified	32		7,653	275,967	273,694
E	Rural Land,Not Qualified for Open-Space Land	418		905,515	71,728,818	55,009,489
ERROR	ERROR	1		0	496	0
F1	Commercial Real Property	3,627		30,886,687	2,303,435,106	2,200,583,313
F2	Industrial Real Property	44		54,198,300	177,363,603	174,370,555
J1	Water Systems	3		3,345	227,023	227,023
J2	Gas Distribution Systems	4		0	14,727,918	14,602,918
J3	Electric Companies (including Co-ops)	33		105,460	33,691,695	33,060,010
J4	Telephone Companies (including Co-ops)	26		2,960	8,313,225	7,941,706
J5	Railroads	14		0	12,142,561	11,767,562
J6	Pipelines	12		3,887,290	15,234,234	14,763,454
J7	Cable Companies	1		0	1,559,240	1,434,240
J8	Other Type of Utility	180		1,437,210	12,452,660	1,598,500
L1	Commercial Personal Property	6,000		1,644,553	707,868,650	492,735,813
L2	Industrial and Manufacturing Personal Property	168		6,825,536	588,219,672	280,892,950
M1	Mobile Homes	1,587		32,104	20,475,107	17,985,451
O	Residential Inventory	343		16,380,626	34,485,125	21,115,840
S	Special Inventory	215		0	68,439,949	59,408,953
XA	Public Property for Housing Indigent Persons	38		36,332	15,503,512	0
XG	Primarily Performing Charitable Functions (§11.	10		0	17,586,001	0
XJ	Private Schools (§11.21)	7		0	30,200,641	0
XL	Organizations Providing Economic	1		0	287,073	0
XR	Nonprofit Water or Wastewater Corporation	1		0	2,460	0
XU	MiscellaneousExemptions (§11.23)	1		0	94,712	0
XV	Other Totally Exempt Properties (including	3,352		3,076,608	1,622,787,427	0
Totals:			21,893.37	278,263,107	16,944,817,642	13,049,664,261

Under Review

Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	Single-family Residential	31		1,938	6,679,965	5,658,100
B	Multifamily Residential	3		0	2,799,958	2,388,809
C1	Vacant Lots and Tracts	4		0	399,880	316,907
D1	Qualified Open-Space Land	1	06	0	513,000	2,802
F1	Commercial Real Property	6		0	7,016,766	6,481,040
L1	Commercial Personal Property	31		0	36,119,827	32,419,248
L2	Industrial and Manufacturing Personal Property	5		0	3,778,190	2,125,082
Totals:			6	1,938	57,307,586	49,391,988

Grand Totals

Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	Single-family Residential	51,473		127,105,946	9,690,050,026	8,363,395,134
B	Multifamily Residential	2,106		29,266,937	879,593,075	827,331,173
C1	Vacant Lots and Tracts	8,217		2,461,983	522,523,294	474,460,940
D1	Qualified Open-Space Land	437	21,899.37	0	105,941,175	5,072,161
D2	Farm or Ranch Improvements on Qualified	32		7,653	275,967	273,694
E	Rural Land, Not Qualified for Open-Space Land	418		905,515	71,728,818	55,009,489
ERROR	ERROR	1		0	496	0
F1	Commercial Real Property	3,633		30,886,687	2,310,451,872	2,207,064,353
F2	Industrial Real Property	44		54,198,300	177,363,603	174,370,555
J1	Water Systems	3		3,345	227,023	227,023
J2	Gas Distribution Systems	4		0	14,727,918	14,602,918
J3	Electric Companies (including Co-ops)	33		105,460	33,691,695	33,060,010
J4	Telephone Companies (including Co-ops)	26		2,960	8,313,225	7,941,706
J5	Railroads	14		0	12,142,561	11,767,562
J6	Pipelines	12		3,887,290	15,234,234	14,763,454
J7	Cable Companies	1		0	1,559,240	1,434,240
J8	Other Type of Utility	180		1,437,210	12,452,660	1,598,500
L1	Commercial Personal Property	6,031		1,644,553	743,988,477	525,155,061
L2	Industrial and Manufacturing Personal Property	173		6,825,536	591,997,862	283,018,032
M1	Mobile Homes	1,587		32,104	20,475,107	17,985,451
O	Residential Inventory	343		16,380,626	34,485,125	21,115,840
S	Special Inventory	215		0	68,439,949	59,408,953
XA	Public Property for Housing Indigent Persons	38		36,332	15,503,512	0
XG	Primarily Performing Charitable Functions (§11.	10		0	17,586,001	0
XJ	Private Schools (§11.21)	7		0	30,200,641	0
XL	Organizations Providing Economic	1		0	287,073	0
XR	Nonprofit Water or Wastewater Corporation	1		0	2,460	0
XU	Miscellaneous Exemptions (§11.23)	1		0	94,712	0
XV	Other Totally Exempt Properties (including	3,352		3,076,608	1,622,787,427	0
Totals:			21,899.37	278,265,045	17,002,125,228	13,099,056,249

Rank	Owner ID	Taxpayer Name	Market Value	Taxable Value
1	728110	WALMART INC,	\$74,978,033	\$74,478,033
2	702604	TRICO PRODUCTS CORP	\$117,732,084	\$62,961,648
3	788963	LINDE INC	\$55,676,900	\$55,551,900
4	611419	CBL SM BROWNSVILLE LLC	\$42,562,173	\$42,437,173
5	768858	PHOENIX BROWNSVILLE INDUSTRIAL	\$35,683,725	\$35,683,725
6	51564	KIMCO BROWNSVILLE LP	\$27,388,332	\$27,223,466
7	51394	COLUMBIA VALLEY HEALTHCARE SYS	\$26,363,980	\$26,363,980
8	324942	AEP TEXAS INC-07C	\$26,315,760	\$26,190,761
9	570991	VHS BROWNSVILLE HOSPITAL	\$25,491,156	\$25,491,156
10	668364	PV BROWNSVILLE LLC	\$24,997,224	\$23,878,137
11	61345	RICH-SEAPAK CORP	\$35,604,260	\$23,056,934
12	32096	H E BUTT GROCERY CO	\$20,272,335	\$20,272,335
13	181720	COLUMBIA VALLEY HEALTHCARE	\$20,000,000	\$19,875,000
14	572237	VHS BROWNSVILLE HOSPITAL	\$19,475,786	\$19,300,811
15	561131	H E BUTT GROCERY CO	\$17,952,001	\$17,452,001
16	740079	CREATIVE LIQUID COATINGS INC	\$17,251,385	\$17,126,385
17	772820	ASC INDUSTRIES INC	\$20,219,532	\$17,055,851
18	562908	PV NAFTA LLC	\$16,938,773	\$16,415,742
19	702600	CARTER FUEL SYSTEMS LLC	\$79,235,685	\$15,364,966
20	754939	KAMS PARTNERS LP	\$14,958,684	\$14,958,684
Total			\$719,097,808	\$581,138,688

Year	2025	2026		
Entity	CBR	CBR		
Description	CITY OF BROWNSVILLE	CITY OF BROWNSVILLE	Value Diff	% Diff
Properties	76,520	77,338	818	1.07%
Land Value	9,950,489,886	10,230,253,130	279,763,244	2.81%
Imp Value	4,891,097,332	5,270,791,447	379,694,115	7.76%
Personal	1,385,374,085	1,501,080,651	115,706,566	8.35%
Mineral	0	0	0	0.00%
Market	16,226,961,303	17,002,125,228	775,163,925	4.78%
Ag Loss	101,022,307	100,867,189	(155,118)	(0.15%)
Cap Loss	1,491,102,203	1,195,154,840	(295,947,363)	(19.85%)
Assessed	14,634,836,793	15,706,103,199	1,071,266,406	7.32%
Total Exemptions	2,270,323,638	2,607,046,950	336,723,312	14.83%
Taxable Value	12,364,513,155	13,099,056,249	734,543,094	5.94%
Tax Rate	0.603504	0.603504	0.000000	0.00%
Run Date	2026-07-09	2026-07-22		
Supplement No.	16	0		



To: Mayor and City Commission
Through: Alan Guard, Interim City Manager
From: Stephen Muse, Accountant III
Date: Tuesday, August 4, 2026
Agenda #: Consideration and **ACTION** to acknowledge the Cameron County Tax Assessor-Collector's certification of the estimated ad valorem tax debt collection rate for tax year 2026, and the excess debt tax collections for tax year 2025. (Financial Services Department)

Summary:

Truth-in-taxation laws, as written in the Property Tax Code, state that a taxing unit that levies a debt tax must consider anticipated collections in calculating the debt component of its voter approval. tax rate. The collector for such a unit must certify two items to the governing body:

1. The estimated debt collection rate for tax year 2026, and
2. Excess debt tax collections for tax year 2025.

Property tax code 26.04(h) as amended by Texas Senate Bill 2 of the 86th legislature, states that if the anticipated collection rate of a taxing unit is lower than the lowest actual collection rate for any of the preceding three years, the anticipated collection rate is equal to the lowest actual collection rate of those three years. The lowest collection rate in the preceding three years was 96.1%. This estimated collection ratio has also been certified by Mr. Tony Yzaguirre, Cameron County Tax Assessor-Collector. Even though we will not know the precise amount until the period (next year) is over, truth-in-taxation laws require an estimate.

The collector also certifies that the excess debt tax collections for tax year 2025 were \$3,093,110.

Project Scope and Analysis:

N/A

Funding:

Source:

Amount:

Local Contribution if Applicable:

Recommendation:

Financial Services recommends acknowledgment

Commission Pillar:

Governance

Attachments:

1. IC 2.01 Office of The Tax Assessor - Collector

OFFICE OF THE TAX ASSESSOR-COLLECTOR

P.O. BOX 952 BROWNSVILLE, TEXAS 78522-0952

JUL 14 2026

EDELMIRO "EDDIE" GARCIA
TAX ASSESSOR-COLLECTOR



L. LAURA GONZALEZ
CHIEF DEPUTY

July 7, 2026

CITY OF BROWNSVILLE
STEPHEN E. MUSE - INTERIM FINANCE DIRECTOR
PO BOX 911
BROWNSVILLE, TX 78520

Dear STEPHEN E. MUSE - INTERIM FINANCE DIRECTOR :

The following is being provided for the calculation of your 2026 property tax rate. This is required by Property Tax Code (PTC) Sec 26.04(b) which states that an anticipated collection rate and excess debt collected are to be certified by the collector.

1. For tax year 2026, your unit's anticipated collection rate is **96.1%** and
2. The excess debt is **\$3,093,110**. (disregard if you only collect M&O taxes).

Additionally, the following information is requested pursuant to PTC Sec 26.16 (a) & (d-1) following the adoption of your tax rate. **Please fill out the next page and send back to us by August 7, 2026.**

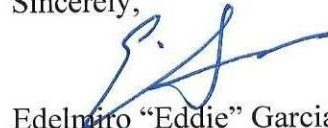
Failure to respond to this correspondence and failure to submit this information will not allow us to publish your information as required by Property Tax Code Section 26.16 and will be annotated as "information not provided by taxing unit".

1. Adopted Tax Rate:
2. Maintenance & Operations (M&O) rate:
3. Debt Rate
4. No-New-Revenue tax rate:
5. No-New-Revenue M&O rate:
6. Voter-Approval tax rate:
7. Copy of Tax Rate Calculation forms (signed)
8. Name & official contact information for each member of your taxing unit's governing body.

July 7, 2026

Also, please confirm your delinquent law firm, attorney rate, commission rate & designated employee information for your taxing unit in the space below.

Sincerely,

A handwritten signature in blue ink, appearing to read 'E. Garcia', is written over the word 'Edelmiro' in the following line.

Edelmiro "Eddie" Garcia-Cameron County Tax Assessor-Collector
L. Laura Gonzalez-Chief Deputy

Name of Taxing Unit: **CITY OF BROWNSVILLE**

1. *Adopted Tax Rate: \$ _____
2. *Maintenance & Operations (M&O) rate: \$ _____
3. *Debt Rate \$ _____
4. No-New-Revenue tax rate: \$ _____
5. No-New-Revenue M&O rate: \$ _____
6. Voter-Approval tax rate: \$ _____
7. Sales Tax Rate (if any) \$ _____

*Please provide this information over to our office as soon as it is available.

Members of Governing Body

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

***Please confirm your designated employee/officer for 2026 tax year in the space below (disregard if previous resolution was sent):**

Name _____

Email _____

Phone number _____

Physical Address _____

Name of Taxing Unit: **CITY OF BROWNSVILLE**

Please confirm the following for your taxing unit:

*****For 2026 tax year, please confirm your Delinquent Attorney Law firm, Attorney rate/Commission rate/Discount information below:**

Delinquent Law firm: _____

Attorney Fee Rate: _____

Commission Rate: _____

Discount on early payments: _____



To: Mayor and City Commission
Through: Alan Guard, Interim City Manager
From: Stephen Muse, Accountant III
Date: Tuesday, August 4, 2026
Agenda #: Consideration and **ACTION** to acknowledge the Finance Director's calculation of the City's No-New-Revenue and Voter-Approval tax rates for tax year 2026/fiscal year 2027. (Financial Services Department)

Summary:

The city must calculate the no-new-revenue and voter-approval tax rates according to Property Tax Code Chapter 26, Section 4(c).

The no-new-revenue tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year, based on a tax rate that would produce the same amount of taxes if applied to the same properties taxed in both years. The taxing unit's no new-revenue tax rate is a calculated rate generally equal to the last year's taxes divided by the current taxable value of properties that were also on the tax roll last year. The resulting tax rate is used for comparison and as a benchmark for certain notice requirements. To preserve a taxing unit's ability to pay their debt service, the Texas legislature split the voter approval rate calculations into two components:

Maintenance and operations (M&O) rate:

- Is the tax rate that would be needed to raise the amount the taxing unit needs to fund operations.
- Includes salaries, utilities, and other day-to-day operational costs.

Debt service rate:

- Covers the interest and principal on bonds and other debt secured by property tax revenues.
- Also called "interest and sinking" (I&S).
- Does not depend on prior year's debt taxes at all, only what the unit will need for the current year.
- Does not trigger an automatic election when the portion of the overall rate used to retire debt rises.

Project Scope and Analysis:

N/A

Funding:

Source:

Amount:

Local Contribution if Applicable:

Recommendation:

Finance Services recommends acknowledgment.

Commission Pillar:

Governance

Attachments:

1. 1.00 CBR - 2026 TNT WORKSHEET Final 7-29-26
2. 1.00A CBR 2026 SUPPORTING DOCUMENTS

2026 Tax Rate Calculation Worksheet

Taxing Units Other Than School Districts or Water Districts

Form 50-856

CITY OF BROWNSVILLE

Taxing Unit Name

PO BOX 911 BROWNSVILLE TX 78520

Taxing Unit's Address, City, State, ZIP Code

956 548-6019

Phone (area code and number)

www.brownsvilletx.gov

Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 and JETI Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 and JETI Agreements*.

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet*.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

Taxing units must include a hyperlink to a document that evidences the accuracy of each entry in the worksheet other than an entry making a mathematical calculation.¹ Source materials must contain data for all worksheets used, including supplemental worksheets.

Insert hyperlink:

SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	Prior year total taxable value. Enter the amount of the prior year taxable value on the prior year tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17). ²	\$ 12,364,513,155
2.	Prior year tax ceilings. Counties, cities and junior college districts. Enter the prior year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision last year or a prior year for homeowners age 65 or older or disabled, use this step. ³	\$ 1,523,165,334
3.	Preliminary prior year adjusted taxable value. Subtract Line 2 from Line 1.	\$ 10,841,347,821
4.	Prior year total adopted tax rate.	\$ 0.603504 /\$100
5.	Prior year taxable value lost because court appeals of ARB decisions reduced the prior year's appraised value. A. Original prior year ARB values: \$ 165,868,182 B. Prior year values resulting from final court decisions: - \$ 154,056,094 C. Prior year value loss. Subtract B from A. ⁴	\$ 11,812,088

¹ Tex. Tax Code §§5.07(g)(4) and 26.04(d-1)

² Tex. Tax Code §26.012(14)

³ Tex. Tax Code §26.012(14)

⁴ Tex. Tax Code §26.012(13)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
6.	Prior year taxable value subject to an appeal under Chapter 42, as of July 25. A. Prior year ARB certified value: \$ 0 B. Prior year disputed value: - \$ 0 C. Prior year undisputed value. Subtract B from A. ⁵	\$ 0
7.	Prior year Chapter 42 related adjusted values. Add Line 5C and Line 6C.	\$ 11,812,088
8.	Prior year taxable value, adjusted for actual and potential court-ordered adjustments. Add Line 3 and Line 7.	\$ 10,853,159,909
9.	Prior year taxable value of property in territory the taxing unit deannexed after Jan. 1 of the prior year. Enter the prior year value of property in deannexed territory. ⁶	\$ 0
10.	Prior year taxable value lost because property first qualified for an exemption in the current year. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in the current year does not create a new exemption or reduce taxable value. A. Absolute exemptions. Use prior year market value: \$ 2,187,574 B. Partial exemptions. Current year exemption amount or current year percentage exemption times prior year value: + \$ 269,760,736 C. Value loss. Add A and B. ⁷	\$ 271,948,310
11.	Prior year taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in the current year. Use only properties that qualified for the first time in the current year; do not use properties that qualified in the prior year. A. Prior year market value: \$ 2,221,938 B. Current year productivity or special appraised value: - \$ 292,550 C. Value loss. Subtract B from A. ⁸	\$ 1,929,388
12.	Total adjustments for lost value. Add Lines 9, 10C and 11C.	\$ 273,877,698
13.	Prior year captured value of property in a TIF. Enter the total value of the prior year captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the prior year taxes were deposited into the tax increment fund. ⁹ If the taxing unit has no captured appraised value in line 18D, enter 0.	\$ 175,704,907
14.	Prior year total value. Subtract Line 12 and Line 13 from Line 8.	\$ 10,403,577,304
15.	Adjusted prior year total levy. Multiply Line 4 by Line 14 and divide by \$100.	\$ 62,786,005
16.	Taxes refunded for years preceding the prior tax year. Enter the amount of taxes refunded by the taxing unit for tax years preceding the prior tax year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for the prior tax year. This line applies only to tax years preceding the prior tax year. ¹⁰	\$ 171,600
17.	Adjusted prior year levy with refunds. Add Lines 15 and 16. ¹¹	\$ 62,957,605

⁵ Tex. Tax Code §26.012(13)⁶ Tex. Tax Code §26.012(15)⁷ Tex. Tax Code §26.012(15)⁸ Tex. Tax Code §26.012(15)⁹ Tex. Tax Code §26.03(c)¹⁰ Tex. Tax Code §26.012(13)¹¹ Tex. Tax Code §26.012(13) and (15)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
18.	Total current year taxable value on the current year certified appraisal roll today. This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled.¹² A. Certified values: \$ 13,049,664,261 B. Counties: Include railroad rolling stock values certified by the Comptroller's office: + \$ 0 C. Pollution control and energy storage system exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: - \$ 0 D. Tax increment financing: Deduct the current year captured appraised value of property taxable by a taxing unit in a tax increment reinvestment zone for which the current year taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 24 below.¹³ Adjustments to the taxable value must be calculated separately for each reinvestment zone using Form 50-110.¹⁴ Enter the total from Form 50-110 - \$ 41,611,979 E. Total current year value. Add A and B, then subtract C and D.	\$ 13,008,052,282
19.	Total value of properties under protest or not included on certified appraisal roll.¹⁵ A. Current year taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest.¹⁶ \$ 43,815,432 B. Current year value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll.¹⁷ + \$ 0 C. Total value under protest or not certified. Add A and B.	\$ 43,815,432
20.	Current year tax ceilings. Counties, cities and junior colleges enter current year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in the prior year or a previous year for homeowners age 65 or older or disabled, use this step.¹⁸	\$ 1,608,186,487
21.	Anticipated contested value. Affected taxing units enter the contested taxable value for all property that is subject to anticipated substantial litigation.¹⁹ An affected taxing unit is wholly or partly located in a county that has a population of less than 500,000 and is located on the Gulf of Mexico.²⁰ If completing this line, the taxing unit must include supporting documentation in Section 9.²¹ Taxing units that are not affected, enter 0.	\$ 0
22.	Current year total taxable value. Add Lines 18E and 19C, then subtract Lines 20 and 21.²²	\$ 11,443,681,227
23.	Total current year taxable value of properties in territory annexed after Jan. 1, of the prior year. Include both real and personal property. Enter the current year value of property in territory annexed.²³	\$ 411,349
24.	Total current year taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in the prior year. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, of the prior year and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for the current year.²⁴	\$ 268,831,925

¹² Tex. Tax Code §526.012(6) and 26.04(c-2)¹³ Tex. Tax Code §26.03(c)¹⁴ Tex. Tax Code §26.03(e)¹⁵ Tex. Tax Code §26.01(c) and (d)¹⁶ Tex. Tax Code §26.01(c)¹⁷ Tex. Tax Code §26.01(d)¹⁸ Tex. Tax Code §26.012(6)(B)¹⁹ Tex. Tax Code §526.012(6)(C) and 26.012(1-b)²⁰ Tex. Tax Code §26.012(1-a)²¹ Tex. Tax Code §26.04(d-3)²² Tex. Tax Code §26.012(6)²³ Tex. Tax Code §26.012(17)²⁴ Tex. Tax Code §26.012(17)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
25.	Total adjustments to the current year taxable value. Add Lines 23 and 24.	\$ 269,243,274
26.	Adjusted current year taxable value. Subtract Line 25 from Line 22.	\$ 11,174,437,953
27.	Current year NNR tax rate. Divide Line 17 by Line 26 and multiply by \$100. ²⁵	\$ 0.563407 /\$100
28.	COUNTIES ONLY. Add together the NNR tax rates for each type of tax the county levies. The total is the current year county NNR tax rate. ²⁶	\$ _____ /\$100

Voter Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the tax rate. The type of taxing unit will determine the rate components that apply to a taxing unit's overall voter-approval tax rate.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

SECTION 2: Maintenance and Operations (M&O) and Debt Tax Rate Worksheet

This section calculates two components of the voter-approval tax rate:

- Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
- Debt Rate:** The debt rate includes the minimum dollar amount required to be paid toward debt service for the current year.²⁷ This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

Line	M&O and Debt Tax Rate Worksheet	Amount/Rate
29.	Prior year M&O tax rate. Enter the prior year M&O tax rate.	\$ 0.355526 /\$100
30.	Prior year taxable value, adjusted for actual and potential court-ordered adjustments. Enter the amount in Line 8 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 10,853,159,909
31.	Total prior year M&O levy. Multiply Line 29 by Line 30 and divide by \$100.	\$ 38,585,805
32.	Adjusted prior year levy for calculating NNR M&O rate. A. M&O taxes refunded for years preceding the prior tax year. Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2025. This line applies only to tax years preceding the prior tax year..... + \$ 102,192 B. Prior year taxes in TIF. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no current year captured appraised value in Line 18D, enter 0..... - \$ 606,485 C. Prior year transferred function. If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. +/- \$ 0 D. Prior year M&O levy adjustments. Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function..... \$ -504,293 E. Add Line 31 to 32D.	\$ 38,081,512
33.	Adjusted current year taxable value. Enter the amount in Line 26 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 11,174,437,953
34.	Current year NNR M&O rate (unadjusted). Divide Line 32E by Line 33 and multiply by \$100.	\$ 0.340791 /\$100

²⁵ Tex. Tax Code §26.04(c)

²⁶ Tex. Tax Code §26.04(d)

²⁷ Tex. Tax Code §26.012(3)

Line	M&O and Debt Tax Rate Worksheet	Amount/Rate
35.	Rate adjustment for state criminal justice mandate. ²⁸ A. Current year state criminal justice mandate. Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. \$ 0 B. Prior year state criminal justice mandate. Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies. - \$ 0 C. Subtract B from A and divide by Line 33 and multiply by \$100..... \$ 0.000000 /\$100 D. Enter the rate calculated in C. If not applicable, enter 0.	\$ 0.000000 /\$100
36.	Rate adjustment for indigent health care expenditures. ²⁹ A. Current year indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year, less any state assistance received for the same purpose..... \$ 0 B. Prior year indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2024 and ending on June 30, 2025, less any state assistance received for the same purpose..... - \$ 0 C. Subtract B from A and divide by Line 33 and multiply by \$100..... \$ 0.000000 /\$100 D. Enter the rate calculated in C. If not applicable, enter 0.	\$ 0.000000 /\$100
37.	Rate adjustment for county indigent defense compensation. ³⁰ A. Current year indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year, less any state grants received by the county for the same purpose..... \$ 0 B. Prior year indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2024 and ending on June 30, 2025, less any state grants received by the county for the same purpose. \$ 0 C. Subtract B from A and divide by Line 33 and multiply by \$100..... \$ 0.000000 /\$100 D. Multiply B by 0.05 and divide by Line 33 and multiply by \$100..... \$ 0.000000 /\$100 E. Enter the lesser of C and D. If not applicable, enter 0.	\$ 0.000000 /\$100
38.	Rate adjustment for county hospital expenditures. ³¹ A. Current year eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year. \$ 0 B. Prior year eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2024 and ending on June 30, 2025. \$ 0 C. Subtract B from A and divide by Line 33 and multiply by \$100..... \$ 0.000000 /\$100 D. Multiply B by 0.08 and divide by Line 33 and multiply by \$100..... \$ 0.000000 /\$100 E. Enter the lesser of C and D, if applicable. If not applicable, enter 0.	\$ 0.000000 /\$100

²⁸ Tex. Tax Code §26.044²⁹ Tex. Tax Code §26.0441³⁰ Tex. Tax Code §26.0442³¹ Tex. Tax Code §26.0443

Line	M&O and Debt Tax Rate Worksheet	Amount/Rate
39.	Rate adjustment for defunding municipality. This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code Section 26.0444 for more information. A. Amount appropriated for public safety in the prior year. Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year. \$ <u>0</u> B. Expenditures for public safety in the prior year. Enter the amount of money spent by the municipality for public safety during the preceding fiscal year \$ <u>0</u> C. Subtract B from A and divide by Line 33 and multiply by \$100 \$ <u>0.000000</u> /\$100 D. Enter the rate calculated in C. If not applicable, enter 0.	\$ <u>0.000000</u> /\$100
40.	Adjusted current year NNR M&O rate. Add Lines 34, 35D, 36D, 37E, and 38E. Subtract Line 39D.	\$ <u>0.340791</u> /\$100
41.	Adjustment for prior year sales tax specifically to reduce property taxes. Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in the prior year should complete this line. These entities will deduct the sales tax gain rate for the current year in Section 3. Other taxing units, enter zero. A. Enter the amount of additional sales tax collected and spent on M&O expenses in the prior year, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent \$ <u>15,399,558</u> B. Divide Line 41A by Line 33 and multiply by \$100 \$ <u>0.137810</u> /\$100 C. Add Line 41B to Line 40.	\$ <u>0.478601</u> /\$100
42.	Current year voter-approval M&O rate. Enter the rate as calculated by the appropriate scenario below. Special Taxing Unit. If the taxing unit qualifies as a special taxing unit, multiply Line 41C by 1.08. - or - Other Taxing Unit. If the taxing unit does not qualify as a special taxing unit, multiply Line 41C by 1.035.	\$ <u>0.495352</u> /\$100
D42.	Disaster Line 42 (D42): Current year voter-approval M&O rate for taxing unit affected by disaster declaration. ³² If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate a rate equal to the lesser of: A. The voter-approval tax rate calculated in the manner provided for a special taxing unit. Multiply line 41C by 1.08 ³³ \$ <u>0.000000</u> /\$100 - or - B. The voter-approval M&O tax rate calculated in the manner provided for a taxing unit other than a special taxing unit plus the disaster relief rate. ³⁴ Complete Section 5 through Line 68 to complete D42(B). a. Enter the disaster relief cost. \$ <u>0</u> b. Disaster relief rate. Divide Line D42(B)(a) by Line 26 and multiply by 100 \$ <u>0.000000</u> /\$100 c. Add Line D42(B)(b) to Line 42 \$ <u>0.000000</u> /\$100 d. Enter the current year unused increment rate from Line 68 \$ <u>0.000000</u> /\$100 e. Add Line D42(c) to Line D42(d). \$ <u>0.000000</u> /\$100 The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of: 1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred; or 2) the third tax year after the tax year in which the disaster occurred. C. Enter Line D42(A) if less than Line D42(B)(e). If Line D42(B)(e) is less than line D42(A), enter Line D42(B)(c). ³⁵ If the taxing unit does not qualify, do not complete Disaster Line 42 (Line D42).	\$ <u>0.000000</u> /\$100

³² Tex. Tax Code §26.042³³ Tex. Tax Code §26.042(a-2)(1)³⁴ Tex. Tax Code §§26.042(a-1) and 26.042(a-2)(2)³⁵ Tex. Tax Code §26.042(a-2)

Line	M&O and Debt Tax Rate Worksheet	Amount/Rate
43.	Total current year debt to be paid with property taxes and additional sales tax revenue. Debt means the interest and principal that will be paid on debts that: (1) are paid by property taxes; (2) are secured by property taxes; (3) are scheduled for payment over a period longer than one year; and (4) are not classified in the taxing unit's budget as M&O expenses. A. Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here. ³⁶ Enter debt amount \$ 31,782,766 B. Subtract unencumbered fund amount used to reduce total debt. – \$ 1,204,624 C. Subtract certified amount spent from sales tax to reduce debt (enter zero if none) – \$ 0 D. Subtract amount paid from other resources – \$ 0 E. Adjusted debt. Subtract B, C and D from A. \$ 30,578,142	
44.	Certified prior year excess debt collections. Enter the amount certified by the collector. ³⁷	\$ 3,093,110
45.	Adjusted current year debt. Subtract Line 44 from Line 43E.	\$ 27,485,032
46.	Current year anticipated collection rate. A. Enter the current year anticipated collection rate certified by the collector. ³⁸ 96.10 % B. Enter the prior year actual collection rate..... 97.70 % C. Enter the 2024 actual collection rate. 96.70 % D. Enter the 2023 actual collection rate. 96.10 % E. If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. ³⁹ 96.10 %	
47.	Current year debt adjusted for collections. Divide Line 45 by Line 46E.	\$ 28,600,449
48.	Current year total taxable value. Enter the amount on Line 22 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 11,443,681,227
49.	Current year debt rate. Divide Line 47 by Line 48 and multiply by \$100.	\$ 0.249923 /\$100
50.	Current year voter-approval M&O rate plus current year debt rate. Add Lines 42 and 49.	\$ 0.745275 /\$100
D50.	Disaster Line 50 (D50): Current year voter-approval M&O and debt tax rate for taxing unit affected by disaster declaration. Complete this line if the taxing unit calculated the voter-approval M&O tax rate in the manner provided by Line D42. Add Line D42(C) and 49.	\$ 0.000000 /\$100
51.	COUNTIES ONLY. Add together the voter-approval M&O and debt tax rates for each type of tax the county levies. The total is the current year county voter-approval M&O and debt tax rate.	\$ _____ /\$100

³⁶ Tex. Tax Code §26.012(7)³⁷ Tex. Tax Code §§26.012(10) and 26.04(b)³⁸ Tex. Tax Code §26.04(b)³⁹ Tex. Tax Code §26.04(h), (h-1) and (h-2)

SECTION 3: Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
52.	Taxable Sales. For taxing units that adopted the sales tax in November of the prior tax year or May of the current tax year, enter the Comptroller's estimate of taxable sales for the previous four quarters. ⁴⁰ Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November of the prior year, enter 0.	\$ 0
53.	Estimated sales tax revenue. Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. ⁴¹ Taxing units that adopted the sales tax in November of the prior tax year or in May of the current tax year. Multiply the amount on Line 52 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. ⁴² - or - Taxing units that adopted the sales tax before November of the prior year. Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	\$ 16,188,294
54.	Current year total taxable value. Enter the amount from Line 22 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 11,443,681,227
55.	Sales tax adjustment rate. Divide Line 53 by Line 54 and multiply by \$100.	\$ 0.141460 /\$100
56.	Current year NNR tax rate, unadjusted for sales tax. ⁴³ Enter the rate from Line 27 or 28, as applicable, on the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0.563407 /\$100
57.	Current year NNR tax rate, adjusted for sales tax. Taxing units that adopted the sales tax in November the prior tax year or in May of the current tax year. Subtract Line 55 from Line 56. Skip to Line 58 if you adopted the additional sales tax before November of the prior tax year.	\$ 0.563407 /\$100
58.	Current year voter-approval tax rate, unadjusted for sales tax. ⁴⁴ Enter the rate from Line 50, Line D50 (disaster) or Line 51 (counties) as applicable, of the <i>M&O and Debt Tax Rate Worksheet</i> .	\$ 0.745275 /\$100
59.	Current year voter-approval tax rate, adjusted for sales tax. Subtract Line 55 from Line 58.	\$ 0.603815 /\$100

SECTION 4: Adjustment for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
60.	Certified expenses from the Texas Commission on Environmental Quality (TCEQ). Enter the amount certified in the determination letter from TCEQ. ⁴⁵ The taxing unit shall provide its tax assessor-collector with a copy of the letter. ⁴⁶	\$ 0
61.	Current year total taxable value. Enter the amount from Line 22 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 11,443,681,227
62.	Additional rate for pollution control. Divide Line 60 by Line 61 and multiply by \$100.	\$ 0.000000 /\$100
63.	Current year voter-approval tax rate, adjusted for pollution control. Add Line 62 to one of the following lines (as applicable): Line 50, Line D50 (disaster), Line 51 (counties) or Line 59 (taxing units with the additional sales tax).	\$ 0.603815 /\$100

⁴⁰ Tex. Tax Code §26.041(d)

⁴¹ Tex. Tax Code §26.041(i)

⁴² Tex. Tax Code §26.041(d)

⁴³ Tex. Tax Code §26.04(c)

⁴⁴ Tex. Tax Code §26.04(c)

⁴⁵ Tex. Tax Code §26.045(d)

⁴⁶ Tex. Tax Code §26.045(i)

SECTION 5: Unused Increment Rate

The unused increment rate is the rate equal to the sum of the prior 3 years Foregone Revenue Amounts divided by the current taxable value.⁴⁷ The Foregone Revenue Amount for each year is equal to that year's adopted tax rate subtracted from that year's voter-approval tax rate adjusted to remove the unused increment rate multiplied by that year's current total value.⁴⁸

The difference between the adopted tax rate and adjusted voter-approval tax rate is considered zero in the following scenarios:

- a tax year in which a taxing unit affected by a disaster declaration calculates the tax rate under Tax Code Section 26.042;⁴⁹
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a);⁵⁰ or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval.⁵¹

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit.⁵²

Line	Unused Increment Rate Worksheet	Amount/Rate
64.	Year 3 Foregone Revenue Amount. Subtract the 2025 unused increment rate and 2025 actual tax rate from the 2025 voter-approval tax rate. Multiply the result by the 2025 current total value	
	A. Voter-approval tax rate (Line 69)	\$ 0.613629 /\$100
	B. Unused increment rate (Line 68)	\$ 0.000000 /\$100
	C. Subtract B from A	\$ 0.613629 /\$100
	D. Adopted Tax Rate	\$ 0.603504 /\$100
	E. Subtract D from C	\$ 0.010125 /\$100
	F. 2025 Total Taxable Value (Line 61)	\$ 10,879,219,066
	G. Multiply E by F and divide the results by \$100. If the number is less than zero, enter zero.	\$ 1,101,520
65.	Year 2 Foregone Revenue Amount. Subtract the 2024 unused increment rate and 2024 actual tax rate from the 2024 voter-approval tax rate. Multiply the result by the 2024 current total value	
	A. Voter-approval tax rate (Line 68)	\$ 0.603504 /\$100
	B. Unused increment rate (Line 67)	\$ 0.000000 /\$100
	C. Subtract B from A	\$ 0.603504 /\$100
	D. Adopted Tax Rate	\$ 0.603504 /\$100
	E. Subtract D from C	\$ 0.000000 /\$100
	F. 2024 Total Taxable Value (Line 60)	\$ 10,222,439,081
	G. Multiply E by F and divide the results by \$100. If the number is less than zero, enter zero.	\$ 0
66.	Year 1 Foregone Revenue Amount. Subtract the 2023 unused increment rate and 2023 actual tax rate from the 2023 voter-approval tax rate. Multiply the result by the 2023 current total value	
	A. Voter-approval tax rate (Line 67)	\$ 0.607987 /\$100
	B. Unused increment rate (Line 66)	\$ 0.000000 /\$100
	C. Subtract B from A	\$ 0.607987 /\$100
	D. Adopted Tax Rate	\$ 0.607987 /\$100
	E. Subtract D from C	\$ 0.000000 /\$100
	F. 2023 Total Taxable Value (Line 60)	\$ 9,289,464,629
	G. Multiply E by F and divide the results by \$100. If the number is less than zero, enter zero.	\$ 0
67.	Total Foregone Revenue Amount. Add Lines 64G, 65G and 66G	\$ 1,101,520
68.	2026 Unused Increment Rate. Divide Line 67 by Line 22 of the No-New-Revenue Rate Worksheet. Multiply the result by 100	\$ 0.009625 /\$100
69.	Total 2026 voter-approval tax rate. Add Line 68 to one of the following lines (as applicable): Line 50, Line D50 (only if Line D42(B) was used), Line 51 (counties), Line 59 (taxing units with additional sales tax) or Line 63 (taxing units with pollution)	\$ 0.613440 /\$100

⁴⁷ Tex. Tax Code §26.013(b)

⁴⁸ Tex. Tax Code §26.013(a)(1-a), (1-b), and (2)

⁴⁹ Tex. Tax Code §26.04(c)(2)(A) and 26.042(a)

⁵⁰ Tex. Tax Code §26.0501(a) and (c)

⁵¹ Tex. Local Gov't Code §120.007(d)

⁵² Tex. Local Gov't Code §26.04(c)(2)(B)

SECTION 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise \$500,000, and the current debt rate for a taxing unit.⁵³

This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit.⁵⁴

Line	De Minimis Rate Worksheet	Amount/Rate
70.	Adjusted current year NNR M&O tax rate. Enter the rate from Line 40 of the <i>M&O and Debt Tax Rate Worksheet</i> .	\$ 0.000000 /\$100
71.	Current year total taxable value. Enter the amount on Line 22 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0
72.	Rate necessary to impose \$500,000 in taxes. Divide \$500,000 by Line 71 and multiply by \$100.	\$ 0.000000 /\$100
73.	Current year debt rate. Enter the rate from Line 49 of the <i>M&O and Debt Tax Rate Worksheet</i> .	\$ 0.000000 /\$100
74.	De minimis rate. Add Lines 70, 72 and 73.	\$ 0.000000 /\$100

SECTION 7: Adjustment for Emergency Revenue Rate

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year.⁵⁵

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
75.	2025 adopted tax rate. Enter the rate in Line 4 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0.603504 /\$100
76.	Adjusted 2025 voter-approval tax rate. Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line. ⁵⁶ If a disaster occurred in 2025 and the taxing unit calculated its 2025 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 42 (D42) of the 2025 worksheet due to a disaster, complete the applicable sections or lines of <i>Form 50-856-a, Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> . - or - If a disaster occurred prior to 2025 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 42 (D42) in 2025, complete form 50-856-a, <i>Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> to recalculate the voter-approval tax rate the taxing unit would have calculated in 2025 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the years following the disaster. ⁵⁷ Enter the final adjusted 2025 voter-approval tax rate from the worksheet.	\$ 0.000000 /\$100
77.	Increase in 2025 tax rate due to disaster. Subtract Line 76 from Line 75.	\$ 0.000000 /\$100
78.	Adjusted 2025 taxable value. Enter the amount in Line 14 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 10,403,577,304
79.	Emergency revenue. Multiply Line 77 by Line 78 and divide by \$100.	\$ 0
80.	Adjusted current year taxable value. Enter the amount in Line 26 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 11,174,437,953
81.	Emergency revenue rate. Divide Line 79 by Line 80 and multiply by \$100. ⁵⁸	\$ 0.000000 /\$100
82.	Current year voter-approval tax rate, adjusted for emergency revenue. Subtract Line 81 from one of the following lines (as applicable): Line 50, Line D50 (disaster), Line 51 (counties), Line 59 (taxing units with the additional sales tax), Line 63 (taxing units with pollution control) or Line 69 (taxing units with the unused increment rate).	\$ 0.613440 /\$100

⁵³ Tex. Tax Code §26.012(8-a)

⁵⁴ Tex. Tax Code §26.063(a)(1)

⁵⁵ Tex. Tax Code §26.042(b)

⁵⁶ Tex. Tax Code §26.042(c)

⁵⁷ Tex. Tax Code §26.042(b)

⁵⁸ Tex. Tax Code §26.042(b)

SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-new-revenue tax rate. \$ 0.563407 /\$100

As applicable, enter the current year NNR tax rate from: Line 27, Line 28 (counties), or Line 57 (adjusted for sales tax).

Indicate the line number used: 27

Voter-approval tax rate. \$ 0.613440 /\$100

As applicable, enter the current year voter-approval tax rate from: Line 50, Line D50 (disaster), Line 51 (counties), Line 59 (adjusted for sales tax), Line 63 (adjusted for pollution control), Line 69 (adjusted for unused increment), or Line 82 (adjusted for emergency revenue).

Indicate the line number used: 69

De minimis rate. \$ 0.000000 /\$100

If applicable, enter the current year de minimis rate from Line 74.

SECTION 9: Addendum

An affected taxing unit that enters an amount described by Tax Code Section 26.012(6)(C) in line 21 must include the following as an addendum:

1. Documentation that supports the exclusion of value under Tax Code Section 26.012(6)(C); and
2. Each statement submitted to the designated officer or employee by the property owner or entity as required by Tax Code Section 41.48(c)(2) for that tax year.

Insert hyperlinks to supporting documentation:

SECTION 10: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in the Tax Code.⁵⁹

print here ➡ STEPHEN ELISEO MUSE INTERIM FINANCE DIRECTOR

Printed Name of Taxing Unit Representative

sign here ➡ 

Taxing Unit Representative

7/30/26

Date

⁵⁹ Tex. Tax Code §26.04(c-2) and (d-2)

	CERTIFIED (Count) (69,812)	UNDER REVIEW (Count) (1)	TOTAL (Count) (69,813)
REAL PROPERTY & MFT HOMES			
Land HS Value	2,491,712,228	0	2,491,712,228
Land NHS Value	2,293,597,861	188,712	2,293,786,573
Land Ag Market Value	105,598,531	0	105,598,531
Land Timber Market Value	0	0	0
Total Land Value	4,890,908,620	188,712	4,891,097,332
Improvement HS Value	5,839,661,968	0	5,839,661,968
Improvement NHS Value	4,110,827,918	0	4,110,827,918
Total Improvement	9,950,489,886	0	9,950,489,886
Market Value	14,841,398,506	188,712	14,841,587,218
BUSINESS PERSONAL PROPERTY			
Market Value	(6,707)	(0)	(6,707)
	1,385,374,085	0	1,385,374,085
OIL & GAS / MINERALS			
Market Value	(0)	(0)	(0)
	0	0	0
OTHER (Intangibles)			
Market Value	(0)	(0)	(0)
	0	0	0
	(Total Count) (76,519)	(Total Count) (1)	(Total Count) (76,520)
TOTAL MARKET	16,226,772,591	188,712	16,226,961,303
Ag Productivity	4,576,224	0	4,576,224
Ag Loss (-)	101,022,307	0	101,022,307
Timber Productivity	0	0	0
Timber Loss (-)	0	0	0
APPRAISED VALUE			
	16,125,750,284	188,712	16,125,938,996
	100.0%	0.0%	100.0%
HS CAP Limitation Value (-)	1,252,544,087	0	1,252,544,087
CB CAP Limitation Value (-)	238,558,116	0	238,558,116
NET APPRAISED VALUE	14,634,648,081	188,712	14,634,836,793
Total Exemption Amount	2,270,323,638	0	2,270,323,638
NET TAXABLE	12,364,324,443	188,712	12,364,513,155
TAX LIMIT/FREEZE ADJUSTMENT	1,523,165,334	0	1,523,165,334
LIMIT ADJ TAXABLE (I&S)	10,841,159,109	188,712	10,841,347,821
CHAPTER 312 ADJUSTMENT	0	0	0
CHAPTER 313 ADJUSTMENT	0	0	0
LIMIT ADJ TAXABLE (M&O)	10,841,159,109	188,712	10,841,347,821

APPROX TOTAL LEVY = LIMIT ADJ TAXABLE * (TAX RATE / 100) + ACTUAL TAX
 \$72,487,417.83 = 10,841,347,821 * (0.603504 / 100) + \$7,059,450.08

Jurisdiction Code CBR Jurisdiction Year 2025
 Descr CITY OF BROWNSVILLE Commission Rate: ...0081323300
 Name STEPHEN E. MUSE-FINANCE DIRECTOR Discount Percentages:
 Phone 956-548-6019 Jan Feb Mar Apr
 Fax 956-546-2270 ...00 ...00 ...00 ...00
 Addr1 1001 E ELIZABETH ST May Jun Jul Aug
 Addr2 * ...00 ...00 ...00 ...00
 City BROWNSVILLE Sep Oct Nov Dec
 State TX Zip Code 78520 ...3.00 2.00 1.00
 Sales Tax Factor ...1415500000 Web Site Partner ID TX061
 Start Delq Date 0/00/0000 Comp ID: Fund Type: ...
 Composite Rate ...6035040000 User Codes: ...
 Interest Rate ...15000 Bnk Rgt: ...

Fund Description

Amt Percent

I&S	DEBT SERVICE	2479780000	41.089700	%
M&O	GENERAL FUND	3555260000	58.910300	%
				%
				%
				%

More...

F3=Exit F4=Delete F5=AttFee Rates F12=Cancel F24=Update Jurisdiction

5ABC

ACCOUNT NUMBER	PID	YEAR	ACCOUNT NAME	ENTITIES	VALUE PRIOR	VALUE AFTER	VALUE LOSS
01-9010-1000-0020-00	32506	2025	JP MORGAN CHASE BANK	IBR,SS,CBR,SB,GCC,S1,SC	4,179,339	3,850,000	329,339
02-5610-0060-0260-00	38408	2025	PAEZ CESAR	IBR,SS,CBR,SB,GCC,S1,SC	1,462,028	1,424,525	37,503
06-9250-0000-0023-00	57654	2025	HAIDAR PROPERTIES LLC	IBR,SS,CBR,SB,GCC,S1,SC	1,062,558	1,025,055	37,503
06-9710-0010-0010-00	57896	2025	LAKEWAY CENTER DEVELOPMENT LTD CO	IBR,SS,CBR,SB,GCC,S1,SC	1,110,000	1,110,000	-
06-9711-0010-0030-00	57899	2025	MISSION SHARY PARTNERSHIP LTD	IBR,SS,CBR,SB,GCC,S1,SC	1,300,000	1,262,497	37,503
76-5210-0010-0020-00	143725	2025	QSR 50 LLC	IBR,SS,CBR,SB,GCC,S1,SC	1,151,900	1,114,397	37,503
07-9843-0000-0010-00	440359	2025	COFFEEBAK 1 LLC	IBR,SS,CBR,SB,GCC,S1,SC	6,906,421	6,150,000	756,421
79-1928-0010-0020-00	168035	2025	CASSIS CASSIE N TR OF CASSIS N CAS	IBR,SS,CBR,SB,GCC,S1,SP1,SC,SPL	775,109	646,584	128,525
01-0000-0950-0070-00	28233	2025	VARCO 1009 ADAMS LLC	IBR,SS,CBR,SB,GCC,SC	448,742	448,742	-
01-1060-0060-0010-00	29964	2025	UPTOWN BROWNSVILLE LLC	IBR,SS,CBR,SB,GCC,SC	3,615,379	3,350,000	265,379
01-1080-0080-0020-00	30000	2025	AUTOZONE INC #1364	IBR,SS,CBR,SB,GCC,SC	673,528	566,976	106,552
01-9361-0010-0010-00	34864	2025	QSR 50 LLC	IBR,SS,CBR,SB,GCC,SC	1,333,562	1,296,050	37,512
03-4410-0020-0021-00	43902	2025	QSR 50 LLC	IBR,SS,CBR,SB,GCC,SC	747,786	710,283	37,503
04-9300-0290-0141-00	50482	2025	ORIGO WORKS PROPERTIES LLC	IBR,SS,CBR,SB,GCC,SC	2,766,000	2,625,000	141,000
04-9628-0010-0011-00	50620	2025	AUTOZONE INC #1385	IBR,SS,CBR,SB,GCC,SC	1,010,244	847,572	162,672
05-4660-0010-0000-00	52630	2025	SABAL MARKET CENTER LLC	IBR,SS,CBR,SB,GCC,SC	5,197,369	4,355,662	841,707
05-4660-0011-0000-00	52631	2025	SABAL MARKET CENTER LLC	IBR,SS,CBR,SB,GCC,SC	1,393,000	1,244,338	148,662
06-4870-0010-0010-00	56316	2025	BREIHAN ANDREW ET AL	IBR,SS,CBR,SB,GCC,SC	1,121,218	1,083,715	37,503
07-9600-0240-0400-00	62350	2025	FIREBRAND PROPERTIES LP	IBR,SS,CBR,SB,GCC,SC	1,536,166	1,498,663	37,503
21-6242-0010-0010-00	240174	2025	LOWE'S HOME CENTERS INC	IHG,SS,CHG,GCC,S3	7,700,000	7,550,000	150,000
98-4232-0010-0020-00	406606	2025	VARCO INVESTMENTS LTD	IHG,SS,CHG,GCC,S5,SA	6,360,000	5,900,000	460,000
98-7804-0010-0020-00	389013	2025	THE CAMERON COUNTY HOUSING FINANCE	IHG,SS,CHG,GCC,S5,SA	22,351,147	22,000,000	351,147
16-4500-0000-0010-00	68164	2025	SOUTH TEXAS SDI PROPERTIES LLC	IHG,SS,CHG,GCC,SA	443,674	443,674	-
16-9400-0030-0010-00	69519	2025	AUTOZONE #3143	IHG,SS,CHG,GCC,SA	757,554	673,371	84,183
19-1750-0010-0010-00	74551	2025	QSR 50 LLC	IHG,SS,CHG,GCC,SA	1,190,934	1,153,431	37,503
19-9736-0010-0010-00	399670	2025	QSR 4 LLC	IHG,SS,CHG,GCC,SA	944,129	906,626	37,503
19-9736-0010-0020-00	399671	2025	QQ RIO GRANDE VALLEY LLC	IHG,SS,CHG,GCC,SA	915,894	878,391	37,503
23-2610-0000-0040-00	79869	2025	SOUTH TEXAS SDI PROPERTIES LLC	IHG,SS,CHG,GCC,SA	717,578	700,000	17,578
23-8200-0020-0010-00	80699	2025	QSR 30 LAND II LLC	IHG,SS,CHG,GCC,SA	1,573,609	1,536,106	37,503
23-9120-0000-0012-00	80779	2025	HARLINGEN TOWN CENTER LLC	IHG,SS,CHG,GCC,SA	506,299	500,000	6,299
25-2271-0000-0020-00	395286	2025	QSR 50 LLC	IHG,SS,CHG,GCC,SA	595,180	557,677	37,503
85-5389-0000-0010-00	181023	2025	QSR 50 LLC	ILA,SS,CLA,GCC,S6	1,045,873	1,008,370	37,503
75-0239-0010-0050-00	139166	2025	JDS LLV LLC C/O AUTOZONE PARTS INC	ILO,SS,CLO,SB,GCC,S1,SC	811,673	676,685	134,988
77-1600-0070-0000-00	150835	2025	RIO GRANDE VALLEY RESORTS LLC	ILO,SS,CLO,SB,GCC,S1,SC	3,536,049	3,070,000	466,049
79-1410-0010-0112-00	424834	2025	VDC LAKESIDE SEDONA LP	ILO,SS,SB,GCC,S1,SF,SC	4,497,874	4,325,000	172,874
67-6820-0010-0058-00	113422	2025	VAR-ISLA PLAZA LLC	IPI,SS,CSP,GCC,SC1,SC	5,218,000	5,100,000	118,000
58-7771-0000-0010-00	360620	2025	AUTOZONE INC	ISB,SS,CSB,GCC,S3	683,538	662,239	21,299
59-5220-0030-0011-00	103121	2025	QSR 50 LLC	ISB,SS,CSB,GCC,S3	1,235,555	1,198,052	37,503
60-8152-0010-0010-00	411124	2025	SAN BENITO ECONOMIC DEVELOPMENT CO	ISB,SS,CSB,GCC,S3	2,650,000	2,525,000	125,000
88-5244-0010-0010-00	389961	2025	VDC SAN BENITO RESERVE HOMES LP	ISB,SS,CSB,GCC,S3	5,300,000	5,200,000	100,000
88-2311-0040-0040-00	187811	2025	PALMS PROPERTY OWNER LLC	ISB,SS,GCC,S3,CLI	7,892,224	6,500,000	1,392,224
24-5750-0000-0040-00	82312	2025	WILLOW RIDGE 168 LLC	IHG,SS,CHG,GCC,SA	4,536,862	4,125,000	411,862
00-0100-0133-8810-04	219035	2025	LOMA ALTA LEASING INC	IPI,SS,SB,GCC,SF,SC	494,143	183,840	310,303

04-9200-1140-0000-00	50244	2025	JAYDEE RENTALS LLC	IBR,SS,CBR,SB,GCC,SC	1,181,476	1,100,000	81,476
01-9377-0000-0010-00	360651	2025	SRP HOTEL INVESTMENT LLC	IBR,SS,CBR,SB,GCC,SC	701,656	625,000	76,656
98-4234-0010-0010-00	417170	2025	SPIRIT MASTER FUNDING X LLC	IHG,SS,CHG,GCC,S5,SA	5,900,000	5,800,000	100,000
31-0000-4440-0020-00	87266	2025	PEAK BAY APARTMENTS LLC	PI,SS,CLV,GCC,SC1,SC	1,470,000	1,275,000	195,000
67-6400-1110-0070-00	111902	2025	4001 PSDRE BLVD LTD	PI,SS,CSP,GCC,SC1,SC	1,198,393	1,100,000	98,393
01-9362-0010-6000-00	34874	2025	CHICK-FIL-A INC	IBR,SS,CBR,SB,GCC,S1,SC	1,800,000	1,650,000	150,000
23-4520-0010-0010-10	405820	2025	CHICK-FIL-A INC	IHG,SS,CHG,GCC,SA	1,681,903	1,631,903	50,000
79-1977-0010-0010-00	405852	2025	CHICK-FIL-A INC	IBR,SS,CBR,SB,GCC,S1,SP1,SC,SPL	1,800,000	1,700,000	100,000
03-7160-0070-0000-00	44393	2025	BHAKTA JITEN I & BHAKTA PARUL	IBR,SS,CBR,SB,GCC,SC	528,983	525,717	3,266
18-4040-0770-0040-00	234111	2025	STONELEIGH APARTMENT HOMES LLC	IHG,SS,CHG,GCC,SA	11,500,000	11,400,000	100,000
06-9300-0020-0010-00	57667	2025	LKVC LLC	IBR,SS,CBR,SB,GCC,S1,SC	4,559,692	4,450,000	109,692
15-7596-0010-0020-00	67022	2025	ALPHA HOTELS CORPORATION	IHG,SS,CHG,GCC,SA	3,025,733	2,950,000	75,733
07-9838-0010-0010-00	405957	2025	ROSKA ENTERPRISES LLP	IBR,SS,CBR,SB,GCC,S1,SC	9,939,000	9,480,000	459,000
75-0171-1580-0201-00	390117	2025	VDC LOS FRESNOS RESERVE HOMES LP	ILO,SS,CLO,SB,GCC,S1,SC	9,716,786	9,250,000	466,786
74-3021-0010-0010-00	400153	2025	VDC THOMPSON BENNETT LP	ILO,SS,CBR,SB,GCC,S1,SC	5,760,000	5,425,000	335,000
79-1410-0010-0110-00	248674	2025	VDC LAKESIDE CAPELLA LP	ILO,SS,CBR,SB,GCC,S1,SF,SC	4,314,430	4,225,000	89,430
67-6421-0020-0010-00	113175	2025	HIEBLUE LLC	PI,SS,CSP,GCC,SC1,SC	9,118,000	9,100,000	18,000
86-2220-0120-0000-00	183086	2025	BS PROPERTIES	ILA,SS,CLA,GCC,S6	1,605,312	1,575,000	30,312
79-2258-0000-0030-00	410707	2025	SCF RC FUNDING IV LLC	IBR,SS,CBR,SB,GCC,S1,SC	6,113,259	6,000,000	113,259
01-9330-2010-0570-00	34402	2025	TULSI ENTERPRISES LLC	IBR,SS,CBR,SB,GCC,SC	728,009	728,009	-
05-0030-0060-0030-00	51055	2025	DOS RE HOLDINGS LLC	IBR,SS,CBR,SB,GCC,S1,SC	12,433,141	11,400,000	1,033,141
06-0200-0020-0020-00	53925	2025	LIVERMORE HOTEL GROUP LLC	IBR,SS,CBR,SB,GCC,S1,SC	14,206,500	13,500,000	706,500
22-4103-0010-0010-00	78165	2025	VALLEY HOTELIER INC	IHG,SS,CHG,GCC,S5,SA	1,665,782	1,600,000	65,782
79-1974-0000-0010-00	395582	2025	MOU TAR 281 LLC	IBR,SS,CBR,SB,GCC,S1,SP2,SC,SPL	1,244,647	1,160,669	83,978
67-6830-0010-0010-00	383646	2025	INNOV HOSPITALITY LLC	PI,SS,CSP,GCC,SC1,SC	15,504,274	14,890,145	614,129
07-9800-1030-0373-00	62694	2025	DIWALI PARTNERS LP	IBR,SS,CBR,SB,GCC,S1,SC	5,347,500	5,300,000	47,500
37-0000-0710-0100-00	88623	2025	ROY RENTALS LP	ILO,SS,CLO,SB,GCC,S1,SC	212,000	172,000	40,000
07-9811-0030-0090-00	63182	2025	GRANA LP	IBR,SS,CBR,SB,GCC,S1,SC	13,500,000	13,250,000	250,000
25-6345-0010-0010-00	83563	2025	HARLINGEN HOTEL INC	IHG,SS,CHG,GCC,SA	9,250,000	8,375,000	875,000
23-0676-0010-0010-00	434592	2025	HAIDAR PROPERTIES LLC	IHG,SS,CHG,GCC,S3	1,761,830	1,761,830	-
18-4093-0010-0090-00	359828	2025	Y & O HARLINGEN CORNERS, LLC	IHG,SS,CHG,GCC,S5,SA	8,619,742	7,500,000	1,119,742
18-4104-0010-0040-00	428096	2025	Y & O HARLINGEN CORNERS WING, LLC	IHG,SS,CHG,GCC,S5,SA	2,498,355	2,300,000	198,355
18-4104-0010-0080-00	428098	2025	Y & O HARLINGEN CORNERS WING, LLC	IHG,SS,CHG,GCC,S5,SA	8,824,096	8,300,000	524,096
18-4104-0010-0081-00	428099	2025	Y & O HARLINGEN CORNERS WING, LLC	IHG,SS,CHG,GCC,S5,SA	5,782,904	5,450,000	332,904
00-0100-0217-5175-20	222379	2025	HOME DEPOT USA INC	IBR,SS,CBR,SB,GCC,SC	8,164,410	7,635,250	529,160
00-0100-0217-5177-01	222380	2025	HOME DEPOT USA INC	IHG,SS,CHG,GCC,S3,SA	8,001,820	7,560,000	441,820
00-0100-0217-5179-06	222381	2025	HOME DEPOT USA INC	IBR,SS,CBR,SB,GCC,S1,SC	7,500,997	7,376,390	124,607
06-9700-0130-0000-00	57882	2025	PSV IT OF 2021 INC	IBR,SS,CBR,SB,GCC,S1,SC	7,327,838	6,600,000	727,838
06-8400-0000-0030-00	57236	2025	B-Y STRAWBERRY SQUARE LTD	IBR,SS,CBR,SB,GCC,SC	13,738,388	12,420,000	1,318,388
06-8500-0000-0020-00	241413	2025	B-Y STRAWBERRY SQUARE LTD	IBR,SS,CBR,SB,GCC,SC	1,627,177	1,080,000	547,177
18-4093-0010-0050-00	359824	2025	KOHL'S ILLINOIS INC	IHG,SS,CHG,GCC,S5,SA	6,868,435	5,500,000	1,368,435
01-9369-0010-0010-00	353917	2025	COLE KO BROWNSVILLE TX LLC	IBR,SS,CBR,SB,GCC,S1,SC	7,083,307	6,000,000	1,083,307
07-9828-0000-0020-00	360869	2025	TPI SUNRISE PALMS LLC	IBR,SS,CBR,SB,GCC,S1,SC	6,245,043	5,346,000	899,043
07-9828-0000-0010-00	360868	2025	TPI SUNRISE PALMS LLC	IBR,SS,CBR,SB,GCC,S1,SC	2,306,810	2,119,000	187,810

CBR - TIT 2025

Line	No-New Revenue Tax Rate Worksheet	Amount/Rate
8.	Prior year taxable value, adjusted for actual and potential court-ordered adjustments. Add Line 3 and Line 7.	\$ 10,260,192,955
9.	Prior year taxable value of property in territory the taxing unit deannexed after Jan. 1, 2024. Enter the prior year value of property in deannexed territory. ⁵	\$ 0
10.	Prior year taxable value lost because property first qualified for an exemption in the current year. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in the current year does not create a new exemption or reduce taxable value. A. Absolute exemptions. Use prior year market value: \$ 13,412,427 B. Partial exemptions. Current year exemption amount or current year percentage exemption times prior year value: + \$ 12,711,236 C. Value loss. Add A and B. ⁶	\$ 26,123,663
11.	Prior year taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in the current year. Use only properties that qualified for the first time in the current year; do not use properties that qualified in the prior year. A. Prior year market value: \$ 0 B. Current year productivity or special appraised value: - \$ 0 C. Value loss. Subtract B from A. ⁷	\$ 0
12.	Total adjustments for lost value. Add Lines 9, 10C and 11C.	\$ 26,123,663
13.	Prior year captured value of property in a TIF. Enter the total value of the prior year captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the prior year taxes were deposited into the tax increment fund. ⁸ If the taxing unit has no captured appraised value in line 18D, enter 0.	\$ 138,877,933
14.	Prior year total value. Subtract Line 12 and Line 13 from Line 8.	\$ 10,095,191,359
15.	Adjusted prior year total levy. Multiply Line 4 by Line 14 and divide by \$100.	\$ 60,924,883
16.	Taxes refunded for years preceding the prior tax year. Enter the amount of taxes refunded by the taxing unit for tax years preceding the prior tax year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for the prior tax year. This line applies only to tax years preceding the prior tax year. ⁹	\$ 833,091
17.	Adjusted prior year levy with refunds and TIF adjustment. Add Lines 15 and 16. ¹⁰	\$ 61,757,974
18.	Total current year taxable value on the current year certified appraisal roll today. This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled. ¹¹ A. Certified values: \$ 12,409,690,726 B. Counties: Include railroad rolling stock values certified by the Comptroller's office: + \$ C. Pollution control and energy storage system exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: - \$ 0 D. Tax increment financing: Deduct the current year captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the current year taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 24 below. ¹² - \$ 175,704,907 E. Total current year value. Add A and B, then subtract C and D.	\$ 12,233,985,819

⁵ Tex. Tax Code §26.012(15)

⁶ Tex. Tax Code §26.012(15)

⁷ Tex. Tax Code §26.012(15)

⁸ Tex. Tax Code §26.03(c)

⁹ Tex. Tax Code §26.012(13)

¹⁰ Tex. Tax Code §26.012(13)

¹¹ Tex. Tax Code §26.012, 26.04(c-2)

¹² Tex. Tax Code §26.03(c)

CBR	YEAR	BEGINNING TAX BALANCE	MAINT ADJ	REFUND ADJ	BASE TAX COLLECTED	NSF	RECEIVABLE TAX BALANCE	P & I COLLECTED	COLL FEES COLLECTED	REFUND P & I DISC	REFUND ATT FEE	REFUND INTEREST	DISCOUNT	TOTAL COLLECTED
	2000	5,812.21	385.31-	.00	.00	.00	5,426.90	.00	.00	.00	.00	.00	.00	.00
	2001	6,403.07	382.49-	.00	21.50	.00	5,999.08	65.46	13.04	.00	.00	.00	.00	86.96
	2002	6,960.99	390.50-	.00	54.05	.00	6,516.44	155.66	31.46	.00	.00	.00	.00	209.71
	2003	5,473.06	768.21-	.00	311.71	.00	4,393.14	862.51	176.09	.00	.00	.00	.00	1,174.22
	2004	30,797.61	24,742.86-	.00	524.96	.00	5,529.79	1,379.20	285.72	.00	.00	.00	.00	1,904.16
	2005	33,256.93	4.25-	.00	1,174.94	.00	32,077.74	2,735.54	542.47	.00	.00	.00	.00	3,910.48
	2006	41,625.01	4.07-	.00	2,138.52	.00	39,482.42	4,876.50	1,009.03	.00	.00	.00	.00	7,015.02
	2007	46,563.88	4.07-	.00	1,270.96	.00	45,288.85	2,873.86	621.63	.00	.00	.00	.00	4,144.82
	2008	52,531.67	4.07-	.00	1,660.31	.00	50,867.29	3,203.96	616.54	.00	.00	.00	.00	4,864.27
	2009	55,950.51	4.10-	.00	2,272.63	.00	53,673.78	4,389.54	916.55	.00	.00	.00	.00	6,662.17
	2010	92,799.24	4.10-	.00	3,907.66	.00	88,887.48	6,554.75	1,263.18	.00	.00	.00	.00	10,462.41
	2011	88,072.07	4.38-	.00	4,452.70	.00	83,614.99	6,453.45	1,137.41	.00	.00	.00	.00	10,906.15
	2012	106,038.85	4.38-	.00	4,605.99	.00	101,428.48	6,258.37	1,156.30	.00	.00	.00	.00	10,864.36
	2013	114,009.00	4.38-	.00	5,437.87	.00	108,566.75	6,983.92	1,319.08	.00	.00	.00	.00	12,421.79
	2014	116,896.64	4.38-	.00	8,870.93	.00	108,021.33	11,472.81	2,614.83	.00	.00	.00	.00	20,343.74
	2015	130,946.93	4.97-	.00	10,410.33	.00	120,531.63	10,162.63	1,932.03	.00	.00	.00	.00	20,572.96
	2016	130,591.39	184.40-	.00	10,465.50	.00	119,941.49	8,759.71	1,695.46	.00	.00	.00	.00	19,225.21
	2017	140,400.69	398.32-	.00	10,877.63	.00	129,124.74	8,330.28	1,762.40	.00	.00	.00	.00	19,207.91
	2018	164,319.90	10,646.79	.00	29,187.34	.00	145,779.35	14,043.35	3,608.81	.00	.00	.00	.00	43,230.69
	2019	213,305.05	10,469.72	105.09	35,263.00	74.12-	188,690.98	17,047.51	4,855.81	15.76-	.00	.00	.00	52,236.39
	2020	227,216.75	10,476.53	.00	43,413.75	426.60-	194,706.13	18,695.95	6,032.45	.00	.00	.00	.00	61,683.10
	2021	325,357.47	3,399.31	333.57	69,538.01	48.32-	259,600.66	34,895.99	12,939.47	2.37	9.11-	.00	.00	104,385.68
	2022	468,468.19	101.43	3,953.22	131,889.35	198.76-	340,832.25	53,797.64	23,537.44	690.47-	570.11-	.00	.00	185,488.23
	2023	877,307.67	6,943.67-	21,801.18	336,795.14	4,446.99-	559,817.03	103,987.82	57,562.24	45.55-	64.77-	.00	.00	436,335.97
	2024	2,364,440.15	113,818.49-	145,407.68	1,317,940.56	31,333.80-	1,109,422.58	290,949.80	198,569.92	3,421.18	188.86-	.00	37.77-	1,577,518.79

TOTL	5,845,544.93	112,967.62-	171,600.74	2,032,485.34	36,528.59-	3,908,221.30	618,936.21	324,199.36	2,671.77	832.85-	.00	.00	37.77-	2,614,855.19
2025	72,715,599.32	244,248.56-	175,883.17	68,853,152.88	265,799.72-	4,059,880.77	572,173.13	73,489.72	4,405.79	.00	.00	.00	1,563,816.55-	67,595,709.74

ENTITY

TOTL	78,561,144.25	357,216.18-	347,483.91	70,885,638.22	302,328.31-	7,968,102.07	1,191,109.34	397,689.08	7,077.56	832.85-	.00	.00	1,563,854.32-	70,210,564.93
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LESS COMMISSIONS 570,975.48
 LESS REFUND ADJ 340,406.35-
 TOTAL DISTRIBUTION TO ENTITY 69,299,183.10
 TOTAL DISTRIBUTION TO ATTORNEY 396,856.23

2026 Certification Totals		CITY OF BROWNSVILLE		CAMERON CAD	
CBR		No-New-Revenue Tax Rate Assumption		As of Roll # 0	
New Value					
Total New Market Value:		\$278,265,045			
Total New Taxable Value:		\$268,831,925 <i>\$2M</i>			
JETI		Chapter 313		TIF/TIRZ	
New Market Value: \$0		New Market Value: \$0		New Market Value: \$0	
New Taxable Value: \$0		New Taxable Value: \$0		New Taxable Value: \$0	
Exemption Loss					
New Absolute Exemptions					
Exemption EX-XV	Description Other Exemptions (including public property, reli...	Count 19	Last Year Market Value 2,187,574		
Absolute Exemption Value Loss:			<i>10A</i> 2,187,574		
New Partial Exemptions					
Exemption BPPEX	Description BPPEX	Count 5021	Partial Exemption Amt 206,659,007		
BPPEX-AL	BPPEX-AL	368	12,330,706		
BPPEX-TU	BPPEX-TU	341	14,200,853		
CHODO	11,182 Community Housing Development Organi...	1	902,634		
DP	Disability	9	0		
DV1	Disabled Veterans 10% - 29%	7	56,000		
DV2	Disabled Veterans 30% - 49%	17	141,000		
DV3	Disabled Veterans 50% - 69%	17	182,000		
DV3S	Disabled Veterans Surviving Spouse 50% - 69%	1	10,000		
DV4	Disabled Veterans 70% - 100%	74	696,000		
DV4S	Disabled Veterans Surviving Spouse 70% - 100%	3	12,000		
DVHS	Disabled Veteran Homestead	52	13,738,809		
DVHSS	Disabled Veteran Homestead Surviving Spouse	4	617,520		
FR	FREEPORT	61	<i>X</i> 292,257,939		
FRSS	First Responder Surviving Spouse	1	168,298		
HT	Historical (Special Exemption)	74	18,763,673		
OV65	Over 65	217	1,139,066		
OV65S	OV65 Surviving Spouse	1	6,000		
PPV	Personal Property Vehicle (Unused Special Exem...	3	137,170		
Partial Exemption Value Loss:		6,272	562,018,675		
Total NEW Exemption Value			564,206,249		
Increased Exemptions					
Exemption	Description	Count	Increased Exemption Amt		
Increased Exemption Value Loss:		0	0		
Total Exemption Value Loss:			<i>10B = 562,018,675</i> <i>- 221,257,939</i> <i>\$ 209,760,736</i> <i>10C = \$271,948,310</i>		
New Special Use (Ag/Timber) <i>#11</i>					
		Count 5	2025 Market Value 2,221,938	2026 Special Use 292,550	Loss -1,929,388
New Annexations/Deannexations					
		Count	Market Value	Taxable Value	

New Annexations/Deannexations

	Count	Market Value	Taxable Value
Annexations	3	475,199	#23 411,349
Deannexations	0	0	#19 0

Average Homestead Value

Category	Count of HS Res	Avg Market	Avg Exempt	Med Market	Med Exempt	Avg Taxable	Med Taxable
A Only	31,270	206,481	7,733	194,560	0	168,171	155,187
A & E	31,314	206,529	7,732	194,576	0	168,193	155,187

Property Under Review - Lower Value Used

Count	Market Value	Lower Market Value	Estimated Lower Taxable Value
78	57,307,586	49,783,069	43,815,432

19A

	NOT UNDER REVIEW	UNDER REVIEW	TOTAL
REAL PROPERTY & MFT HOMES	(Count) (70,614)	(Count) (44)	(Count) (70,658)
Land HS Value	2,678,862,729	2,368,366	2,681,231,095
Land NHS Value	2,480,006,589	3,612,588	2,483,619,177
Land Ag Market Value	105,428,175	513,000	105,941,175
Land Timber Market Value	0	0	0
Total Land Value	5,264,297,493	6,493,954	5,270,791,447
Improvement HS Value	5,850,761,230	3,836,489	5,854,597,719
Improvement NHS Value	4,368,576,285	7,079,126	4,375,655,411
Total Improvement	10,219,337,515	10,915,615	10,230,253,130
Market Value	15,483,635,008	17,409,569	15,501,044,577
BUSINESS PERSONAL PROPERTY	(6,646)	(34)	(6,680)
Market Value	1,461,182,634	39,898,017	1,501,080,651
OIL & GAS / MINERALS	(0)	(0)	(0)
Market Value	0	0	0
OTHER (Intangibles)	(0)	(0)	(0)
Market Value	0	0	0
	(Total Count) (77,260)	(Total Count) (78)	(Total Count) (77,338)
TOTAL MARKET	16,944,817,642	57,307,586	17,002,125,228
Ag Productivity	5,071,184	2,802	5,073,986
Ag Loss (-)	100,356,991	510,198	100,867,189
Timber Productivity	0	0	0
Timber Loss (-)	0	0	0
APPRAISED VALUE	16,844,460,651	56,797,388	16,901,258,039
	99.7%	0.3%	100.0%
HS CAP Limitation Value (-)	961,192,178	979,939	962,172,117
CB CAP Limitation Value (-)	231,940,949	1,041,774	232,982,723
NET APPRAISED VALUE	15,651,327,524	54,775,675	15,706,103,199
Total Exemption Amount	2,601,663,263	5,383,687	2,607,046,950
NET TAXABLE	13,049,664,261	49,391,988	13,099,056,249
TAX LIMIT/FREEZE ADJUSTMENT	1,608,186,487	1,230,287	1,609,416,774
LIMIT ADJ TAXABLE (I&S)	11,441,477,774	48,161,701	11,489,639,475
CHAPTER 312 ADJUSTMENT	0	0	0
CHAPTER 313 ADJUSTMENT	0	0	0
LIMIT ADJ TAXABLE (M&O)	11,441,477,774	48,161,701	11,489,639,475

APPROX TOTAL LEVY = LIMIT ADJ TAXABLE * (TAX RATE / 100) + ACTUAL TAX
 \$76,213,396.23 = 11,489,639,475 * (0.603504 / 100) + \$6,872,962.41

CBR		-- CITY OF BROWNSVILLE													
YEAR	TAX BALANCE	MAINT ADJ	REFUND ADJ	BASE TAX COLLECTED	NSF	RECEIVABLE TAX BALANCE	P & I COLLECTED	COLL FEES COLLECTED	REFUND P & I/DISC	REFUND ATT FEE	REFUND INTEREST	DISCOUNT	TOTAL COLLECTED		
2000	2,496.14	165.47-	.00	.00	.00	2,330.67	.00	.00	.00	.00	.00	.00	.00	.00	.00
2001	2,743.90	163.91-	.00	9.21	.00	2,570.78	28.05	5.59	.00	.00	.00	.00	.00	37.26	.00
2002	3,078.46	172.70-	.00	23.90	.00	2,881.86	68.84	13.91	.00	.00	.00	.00	.00	92.74	.00
2003	2,521.55	353.93-	.00	143.61	.00	2,024.01	397.38	81.13	.00	.00	.00	.00	.00	540.99	.00
2004	14,255.53	11,452.92-	.00	242.99	.00	2,559.62	638.40	132.25	.00	.00	.00	.00	.00	881.39	.00
2005	16,666.41	2.13-	.00	588.81	.00	16,075.47	1,370.89	271.85	.00	.00	.00	.00	.00	1,959.70	.00
2006	21,262.56	2.08-	.00	1,092.38	.00	20,168.10	2,490.98	515.42	.00	.00	.00	.00	.00	3,583.36	.00
2007	25,333.88	2.21-	.00	691.49	.00	24,640.18	1,563.57	338.21	.00	.00	.00	.00	.00	2,255.06	.00
2008	28,672.57	2.22-	.00	906.22	.00	27,764.13	1,748.77	336.52	.00	.00	.00	.00	.00	2,654.99	.00
2009	32,840.90	2.41-	.00	1,333.95	.00	31,504.54	2,576.50	537.98	.00	.00	.00	.00	.00	3,910.45	.00
2010	54,658.82	2.41-	.00	2,301.62	.00	52,354.79	3,860.75	744.01	.00	.00	.00	.00	.00	6,162.37	.00
2011	54,100.71	2.69-	.00	2,735.20	.00	51,362.82	3,964.21	698.69	.00	.00	.00	.00	.00	6,699.41	.00
2012	67,999.97	2.81-	.00	2,953.70	.00	65,043.46	4,013.33	741.51	.00	.00	.00	.00	.00	6,967.03	.00
2013	75,941.18	2.92-	.00	3,622.15	.00	72,316.11	4,651.98	878.64	.00	.00	.00	.00	.00	8,274.13	.00
2014	76,707.87	2.87-	.00	5,821.13	.00	70,883.87	7,528.49	1,715.86	.00	.00	.00	.00	.00	13,349.62	.00
2015	84,650.41	3.21-	.00	6,729.74	.00	77,917.46	6,569.61	1,248.96	.00	.00	.00	.00	.00	13,299.35	.00
2016	83,748.23	118.26-	.00	6,711.52	.00	76,918.45	5,617.60	1,087.30	.00	.00	.00	.00	.00	12,329.12	.00
2017	90,101.47	255.62-	.00	6,980.67	.00	82,865.18	5,345.92	1,131.01	.00	.00	.00	.00	.00	12,326.59	.00
2018	104,614.43	6,778.29	.00	18,582.15	.00	92,810.57	8,940.71	2,297.55	.00	.00	.00	.00	.00	27,522.86	.00
2019	135,613.63	6,656.37	66.81	22,419.26	47.12-	119,964.67	10,838.35	3,087.19	10.02-	.00	.00	.00	.00	33,210.49	.00
2020	144,161.83	6,647.03	.00	27,544.65	270.66-	123,534.87	11,861.99	3,827.40	.00	.00	.00	.00	.00	39,135.98	.00
2021	206,275.40	2,155.15	211.48	44,086.83	30.63-	164,585.83	22,123.93	8,203.57	1.50	5.78-	.00	.00	.00	66,180.13	.00
2022	289,468.04	62.67	2,442.71	81,494.86	122.81-	210,601.37	33,241.74	14,543.86	426.64-	352.27-	.00	.00	.00	114,613.79	.00
2023	534,024.81	4,226.67-	13,270.57	205,010.13	2,706.92-	340,765.50	63,298.29	35,038.64	27.73-	39.43-	.00	.00	.00	265,601.50	.00
2024	1,401,686.46	67,473.83-	86,200.52	781,300.99	18,575.29-	657,687.45	172,480.74	117,716.14	2,028.14	111.96-	.00	22.39-	.00	935,184.05	.00
TOTL	3,553,625.16	62,111.76-	102,192.09	1,223,327.16	21,753.43-	2,392,131.76	375,221.02	195,193.19	1,565.25	509.44-	.00	22.39-	1,576,772.36		
2025	42,836,977.71	143,887.56-	103,613.30	40,561,598.92	156,583.41-	2,391,687.94	337,068.91	43,293.01	2,595.46	.00	.00	921,249.02-	39,820,835.40		

ENTITY

TOTL	46,390,602.87	205,999.32-	205,805.39	41,784,926.08	178,336.84-	4,783,819.70	712,289.93	238,486.20	4,160.71	509.44-	.00	921,271.41-	41,397,607.76		
LESS COMMISSIONS															
LESS REFUND ADJ															
TOTAL DISTRIBUTION TO ENTITY															
TOTAL DISTRIBUTION TO ATTORNEY															

336,659.00
201,644.68-
40,859,304.08
237,976.76

2025 EXCESS DEBT COLLECTIONS

ENTITY NAME		ENTER FROM TNT WORKSHEET & DIS4 7/1/2025-6/30/2026		
		Debt needed	Debt Collected	Excess debt
1 CBR	CITY OF BROWNSVILLE	25,925,957	29,019,067	3,093,110
2 CBV	TOWN OF BAYVIEW	-	-	NOT APPLICABLE
3 CCB	CITY OF COMBES	332,405	382,630	50,225
4 CIL	TOWN OF INDIAN LAKE	-	-	NOT APPLICABLE
5 CLA	CITY OF LA FERIA	1,593,527	1,291,574	NOT APPLICABLE
6 CLI	CITY OF LOS INDIOS	-	-	NOT APPLICABLE
7 CLO	CITY OF LOS FRESNOS	977,063	1,041,228	64,165
8 CLV	TOWN OF LAGUNA VISTA	107,828	106,415	NOT APPLICABLE
9 CPI	CITY OF PORT ISABEL	1,414,429	1,624,063	209,634
10 CPR	CITY OF PRIMERA	553,083	548,226	NOT APPLICABLE
11 CPV	CITY OF PALM VALLEY	-	-	NOT APPLICABLE
12 CRH	CITY OF RIO HONDO	55,215	206,257	151,042
13 CRV	TOWN OF RANCHO VIEJO	(2,299)	254,765	257,064
14 CSB	CITY OF SAN BENITO	345,589	481,140	135,551
15 CSP	CITY OF SOUTH PADRE ISLAND	2,988,858	3,164,304	175,446
16 CSR	CITY OF SANTA ROSA	-	-	NOT APPLICABLE
17 GCC	CAMERON COUNTY	-	-	NOT APPLICABLE
18 IBR	BROWNSVILLE I.S.D	13,132,437	12,217,665	NOT APPLICABLE
19 ILA	LA FERIA I.S.D.	3,437,212	4,305,919	868,707
20 IPI	POINT ISABEL ISD	2,045,232	2,070,741	25,509
21 ISB	SAN BENITO ISD	3,197,989	3,639,284	441,295
22 ISM	SANTA MARIA ISD	4,120,172	4,182,323	62,151
23 ISR	SANTA ROSA ISD	950,563	962,505	11,942
24 S1	C C DRAINAGE DISTRICT #1	721,615	728,971	7,356
25 S3	C C DRAINAGE DISTRICT #3	-	-	NOT APPLICABLE
26 S4	C C DRAINAGE DISTRICT #4	-	-	NOT APPLICABLE
27 S5	C C DRAINAGE DISTRICT #5	X	-	NOT APPLICABLE
28 SA	PORT OF HARLINGEN AUTHORITY	-	-	NOT APPLICABLE
29 SB	BROWNSVILLE NAVIGATION DISTRICT	-	-	NOT APPLICABLE
30 SC	TEXAS SOUTHWEST COLLEGE DIST	4,396,923	4,856,357	459,434
31 SC1	LAGUNA MADRE WATER DISTRICT	X	-	NOT APPLICABLE
32 SF	C C EMERGENCY SERVICE DIST #1	-	-	NOT APPLICABLE
33 SP1	PASEO DE LA RESACA MUD #1	X	-	NOT APPLICABLE
34 SP2	PASEO DE LA RESACA MUD #2	X	-	NOT APPLICABLE
35 SP3	PASEO DE LA RESACA MUD #3	X	-	NOT APPLICABLE
36 SPL	PASEO DE LA RESACA LANDSCAPING & MAINT DISTRICT	-	-	NOT APPLICABLE
37 SS	SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT	-	-	NOT APPLICABLE
38 SV	VALLEY MUD #2	X	-	NOT APPLICABLE
39 CHG	City of Harlingen	3,153,850	3,678,565	524,715
40 IHG	Harlingen ISD	7,824,975	8,028,210	203,235
41 ILO	Los Fresnos ISD	3,711,279	4,249,029	537,750
42 IRH	Rio Hondo ISD	2,497,067	2,444,030	NOT APPLICABLE
43 S6	C C DRAINAGE DISTRICT #6	X	-	NOT APPLICABLE
44 LIV	LONG ISLAND VILLAGE	X	-	NOT APPLICABLE
45 CSTC	CITY OF STARBASE	X	-	NOT APPLICABLE

#44

2026 ANTICIPATED COLLECTION RATES

ENTITY NAME		2023	2024	2025	Anticipated Rate(2026)
1 CBR	CITY OF BROWNSVILLE	96.1%	96.7%	97.7%	96.1%
2 CBV	TOWN OF BAYVIEW	96.5%	94.1%	99.5%	94.1%
3 CCB	CITY OF COMBES	93.9%	99.3%	98.4%	93.9%
4 CIL	TOWN OF INDIAN LAKE	94.3%	102.7%	95.7%	94.3%
5 CLA	CITY OF LA FERIA	97.0%	98.2%	99.0%	97.0%
6 CLI	CITY OF LOS INDIOS	101.8%	97.7%	91.6%	91.6%
7 CLO	CITY OF LOS FRESNOS	93.8%	95.4%	96.9%	93.8%
8 CLV	TOWN OF LAGUNA VISTA	99.2%	98.3%	99.3%	98.3%
9 CPI	CITY OF PORT ISABEL	95.4%	96.6%	98.4%	95.4%
10 CPR	CITY OF PRIMERA	96.9%	95.8%	97.0%	95.8%
11 CPV	CITY OF PALM VALLEY	97.4%	99.5%	100.2%	97.4%
12 CRH	CITY OF RIO HONDO	97.6%	100.3%	100.9%	97.6%
13 CRV	TOWN OF RANCHO VIEJO	96.5%	97.8%	98.0%	96.5%
14 CSB	CITY OF SAN BENITO	96.7%	97.7%	97.9%	96.7%
15 CSP	CITY OF SOUTH PADRE ISLAND	97.1%	97.2%	99.8%	97.1%
16 CSR	CITY OF SANTA ROSA	97.4%	97.2%	97.3%	97.2%
17 GCC	CAMERON COUNTY	94.6%	96.7%	98.5%	94.6%
18 IBR	BROWNSVILLE I.S.D	93.0%	93.7%	97.1%	93.0%
19 ILA	LA FERIA I.S.D.	92.1%	92.9%	95.5%	92.1%
20 IPI	POINT ISABEL ISD	89.7%	98.7%	101.0%	89.7%
21 ISB	SAN BENITO ISD	96.8%	93.4%	95.3%	93.4%
22 ISM	SANTA MARIA ISD	93.1%	130.9%	96.4%	93.1%
23 ISR	SANTA ROSA ISD	92.5%	93.9%	94.9%	92.5%
24 S1	C C DRAINAGE DISTRICT #1	96.1%	97.3%	97.8%	96.1%
25 S3	C C DRAINAGE DISTRICT #3	96.5%	97.7%	98.5%	96.5%
26 S4	C C DRAINAGE DISTRICT #4	95.8%	97.8%	100.9%	95.8%
27 S5	C C DRAINAGE DISTRICT #5	95.9%	97.4%	96.5%	95.9%
28 SA	PORT OF HARLINGEN AUTHORITY	98.0%	99.2%	99.6%	98.0%
29 SB	BROWNSVILLE NAVIGATION DISTRICT	96.8%	96.9%	98.4%	96.8%
30 SC	TEXAS SOUTHMOST COLLEGE DIST	97.0%	97.3%	98.7%	97.0%
31 SC1	LAGUNA MADRE WATER DISTRICT	96.6%	97.0%	97.4%	96.6%
32 SF	C C EMERGENCY SERVICE DIST #1	97.9%	97.9%	100.2%	97.9%
33 SP1	PASEO DE LA RESACA MUD #1	95.8%	109.0%	99.4%	95.8%
34 SP2	PASEO DE LA RESACA MUD #2	85.8%	98.3%	102.8%	85.8%
35 SP3	PASEO DE LA RESACA MUD #3	99.3%	97.9%	99.5%	97.9%
36 SPL	PASEO DE LA RESACA LANDSCAPING & MAINT DISTRICT	90.2%	97.7%	98.0%	90.2%
37 SS	SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT	96.2%	96.0%	97.8%	96.0%
38 SV	VALLEY MUD #2	99.1%	99.3%	99.4%	99.1%
39 CHG	City of Harlingen	98.3%	99.1%	99.6%	98.3%
40 IHG	Harlingen ISD	95.9%	96.8%	98.3%	95.9%
41 ILO	Los Fresnos ISD	97.2%	97.7%	98.4%	97.2%
42 IRH	Rio Hondo ISD	95.0%	94.4%	93.7%	93.7%
43 S6	C C DRAINAGE DISTRICT #6	95.3%	98.1%	99.5%	95.3%
44 LIV	LONG ISLAND VILLAGE	93.5%	98.1%	98.1%	98.1%
45 CSTE	CITY OF STARBASE	0.0%	0.0%	99.9%	99.9%

#46

CITY OF BROWNSVILLE- TIF- TNT																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
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TBRB - JIF

	NOT UNDER REVIEW	UNDER REVIEW	TOTAL
REAL PROPERTY & MFT HOMES	(Count) (982)	(Count) (0)	(Count) (982)
Land HS Value	3,509,626	0	3,509,626
Land NHS Value	80,557,406	0	80,557,406
Land Ag Market Value	0	0	0
Land Timber Market Value	0	0	0
Total Land Value	84,067,032	0	84,067,032
Improvement HS Value	29,911,384	0	29,911,384
Improvement NHS Value	146,456,246	0	146,456,246
Total Improvement	176,367,630	0	176,367,630
Market Value	260,434,662	0	260,434,662
BUSINESS PERSONAL PROPERTY	(0)	(0)	(0)
Market Value	0	0	0
OIL & GAS / MINERALS	(0)	(0)	(0)
Market Value	0	0	0
OTHER (Intangibles)	(0)	(0)	(0)
Market Value	0	0	0
TOTAL MARKET	(Total Count) (982)	(Total Count) (0)	(Total Count) (982)
	260,434,662	0	260,434,662
Ag Productivity	0	0	0
Ag Loss (-)	0	0	0
Timber Productivity	0	0	0
Timber Loss (-)	0	0	0
APPRAISED VALUE	260,434,662	0	260,434,662
	100.0%	0.0%	100.0%
HS CAP Limitation Value (-)	1,248,900	0	1,248,900
CB CAP Limitation Value (-)	10,156,996	0	10,156,996
NET APPRAISED VALUE	249,028,766	0	249,028,766
Total Exemption Amount	112,147,413	0	112,147,413
NET TAXABLE	136,881,353	0	136,881,353
TAX LIMIT/FREEZE ADJUSTMENT	2,742,945	0	2,742,945
LIMIT ADJ TAXABLE (I&S)	134,138,408	0	134,138,408
CHAPTER 312 ADJUSTMENT	0	0	0
CHAPTER 313 ADJUSTMENT	0	0	0
LIMIT ADJ TAXABLE (M&O)	134,138,408	0	134,138,408

APPROX TOTAL LEVY = LIMIT ADJ TAXABLE * (TAX RATE / 100) + ACTUAL TAX
\$820,446.33 = 134,138,408 * (0.603504 / 100) + \$10,915.67

New Value

Total New Market Value: \$494,333

Total New Taxable Value: \$489,280

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New Market Value: \$0

New Market Value: \$0

New Market Value: \$0

New Taxable Value: \$0

New Taxable Value: \$0

New Taxable Value: \$0

Exemption Loss

New Absolute Exemptions

Exemption	Description
EX-XV	Other Exemptions (including public property, reli...

Count	Last Year Market Value
1	118,170

Absolute Exemption Value Loss:

118,170

New Partial Exemptions

Exemption HT	Description Historical (Special Exemption)
1	Historical
2	Historical
3	Historical
4	Historical
5	Historical
6	Historical
7	Historical
8	Historical
9	Historical
10	Historical
11	Historical
12	Historical
13	Historical
14	Historical
15	Historical
16	Historical
17	Historical
18	Historical
19	Historical
20	Historical
21	Historical
22	Historical
23	Historical
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26	Historical
27	Historical
28	Historical
29	Historical
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37	Historical
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39	Historical
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85	Historical
86	Historical
87	Historical
88	Historical
89	Historical
90	Historical
91	Historical
92	Historical
93	Historical
94	Historical
95	Historical
96	Historical
97	Historical
98	Historical
99	Historical
100	Historical

Count	Partial Exemption Amt
29	8,852,692
29	8,852,692
	8,970,862

Partial Exemption Value Loss:

Total NEW Exemption Value

8,970,862

Increased Exemptions

Exemption	Description
1	Exemption 1: The first \$100,000 of the net capital gain is tax-free.
2	Exemption 2: The next \$100,000 of the net capital gain is taxed at a rate of 15%.
3	Exemption 3: The remaining net capital gain is taxed at a rate of 20%.

Increased Exemption Amt

Increased Exemption Value Loss:

0

New Special Use (Ag/Timber)

Count	2025 Market Value	2026 Special Use	Loss
1	100	100	0
2	200	200	0
3	300	300	0
4	400	400	0
5	500	500	0
6	600	600	0
7	700	700	0
8	800	800	0
9	900	900	0
10	1000	1000	0
11	1100	1100	0
12	1200	1200	0
13	1300	1300	0
14	1400	1400	0
15	1500	1500	0
16	1600	1600	0
17	1700	1700	0
18	1800	1800	0
19	1900	1900	0
20	2000	2000	0
21	2100	2100	0
22	2200	2200	0
23	2300	2300	0
24	2400	2400	0
25	2500	2500	0
26	2600	2600	0
27	2700	2700	0
28	2800	2800	0
29	2900	2900	0
30	3000	3000	0
31	3100	3100	0
32	3200	3200	0
33	3300	3300	0
34	3400	3400	0
35	3500	3500	0
36	3600	3600	0
37	3700	3700	0
38	3800	3800	0
39	3900	3900	0
40	4000	4000	0
41	4100	4100	0
42	4200	4200	0
43	4300	4300	0
44	4400	4400	0
45	4500	4500	0
46	4600	4600	0
47	4700	4700	0
48	4800	4800	0
49	4900	4900	0
50	5000	5000	0
51	5100	5100	0
52	5200	5200	0
53	5300	5300	0
54	5400	5400	0
55	5500	5500	0
56	5600	5600	0
57	5700	5700	0
58	5800	5800	0
59	5900	5900	0
60	6000	6000	0
61	6100	6100	0
62	6200	6200	0
63	6300	6300	0
64	6400	6400	0
65	6500	6500	0
66	6600	6600	0
67	6700	6700	0
68	6800	6800	0
69	6900	6900	0
70	7000	7000	0
71	7100	7100	0
72	7200	7200	0
73	7300	7300	0
74	7400	7400	0
75	7500	7500	0
76	7600	7600	0
77	7700	7700	0
78	7800	7800	0
79	7900	7900	0
80	8000	8000	0
81	8100	8100	0
82	8200	8200	0
83	8300	8300	0
84	8400	8400	0
85	8500	8500	0
86	8600	8600	0
87	8700	8700	0
88	8800	8800	0
89	8900	8900	0
90	9000	9000	0
91	9100	9100	0
92	9200	9200	0
93	9300	9300	0
94	9400	9400	0
95	9500	9500	0
96	9600	9600	0
97	9700	9700	

New Annexations/Deannexations

Count	Market Value	Taxable Value
1	100000	100000
2	200000	200000
3	300000	300000
4	400000	400000
5	500000	500000
6	600000	600000
7	700000	700000
8	800000	800000
9	900000	900000
10	1000000	1000000
11	1100000	1100000
12	1200000	1200000
13	1300000	1300000
14	1400000	1400000
15	1500000	1500000
16	1600000	1600000
17	1700000	1700000
18	1800000	1800000
19	1900000	1900000
20	2000000	2000000
21	2100000	2100000
22	2200000	2200000
23	2300000	2300000
24	2400000	2400000
25	2500000	2500000
26	2600000	2600000
27	2700000	2700000
28	2800000	2800000
29	2900000	2900000
30	3000000	3000000
31	3100000	3100000
32	3200000	3200000
33	3300000	3300000
34	3400000	3400000
35	3500000	3500000
36	3600000	3600000
37	3700000	3700000
38	3800000	3800000
39	3900000	3900000
40	4000000	4000000
41	4100000	4100000
42	4200000	4200000
43	4300000	4300000
44	4400000	4400000
45	4500000	4500000
46	4600000	4600000
47	4700000	4700000
48	4800000	4800000
49	4900000	4900000
50	5000000	5000000
51	5100000	5100000
52	5200000	5200000
53	5300000	5300000
54	5400000	5400000
55	5500000	5500000
56	5600000	5600000
57	5700000	5700000
58	5800000	5800000
59	5900000	5900000
60	6000000	6000000
61	6100000	6100000
62	6200000	6200000
63	6300000	6300000
64	6400000	6400000
65	6500000	6500000
66	6600000	6600000
67	6700000	6700000
68	6800000	6800000
69	6900000	6900000
70	7000000	7000000
71	7100000	7100000
72	7200000	7200000
73	7300000	7300000
74	7400000	7400000
75	7500000	7500000
76	7600000	7600000
77	7700000	7700000
78	7800000	7800000
79	7900000	7900000
80	8000000	8000000
81	8100000	8100000
82	8200000	8200000
83	8300000	8300000
84	8400000	8400000
85	8500000	8500000
86	8600000	8600000
87	8700000	8700000
88	8800000	8800000
89	8900000	8900000
90	9000000	9000000
91	9100000	9100000
92	9200000	9200000
93	9300000	9300000
94	9400000	9400000
95	9500000	9500000
96	9600000	9600000
97	9700000	9700000
98	9800000	9800000
99	9900000	9900000
100	100	

Average Homestead Value

Category	Count of HS Res	Avg Market	Avg Exempt	Med Market	Med Exempt	Avg Taxable	Med Taxable
A Only	70	92,838	775	78,124	0	74,506	66,655
A & E	70	92,838	775	78,124	0	74,506	66,655

Property Under Review - Lower Value Used

Count	Market Value	Lower Market Value	Estimated Lower Taxable Value
1	1000000	1000000	1000000
2	1000000	1000000	1000000
3	1000000	1000000	1000000
4	1000000	1000000	1000000
5	1000000	1000000	1000000
6	1000000	1000000	1000000
7	1000000	1000000	1000000
8	1000000	1000000	1000000
9	1000000	1000000	1000000
10	1000000	1000000	1000000
11	1000000	1000000	1000000
12	1000000	1000000	1000000
13	1000000	1000000	1000000
14	1000000	1000000	1000000
15	1000000	1000000	1000000
16	1000000	1000000	1000000
17	1000000	1000000	1000000
18	1000000	1000000	1000000
19	1000000	1000000	1000000
20	1000000	1000000	1000000
21	1000000	1000000	1000000
22	1000000	1000000	1000000
23	1000000	1000000	1000000
24	1000000	1000000	1000000
25	1000000	1000000	1000000
26	1000000	1000000	1000000
27	1000000	1000000	1000000
28	1000000	1000000	1000000
29	1000000	1000000	1000000
30	1000000	1000000	1000000
31	1000000	1000000	1000000
32	1000000	1000000	1000000
33	1000000	1000000	1000000
34	1000000	1000000	1000000
35	1000000	1000000	1000000
36	1000000	1000000	1000000
37	1000000	1000000	1000000
38	1000000	1000000	1000000
39	1000000	1000000	1000000
40	1000000	1000000	1000000
41	1000000	1000000	1000000
42	1000000	1000000	1000000
43	1000000	1000000	1000000
44	1000000	1000000	1000000
45	1000000	1000000	1000000
46	1000000	1000000	1000000
47	1000000	1000000	1000000
48	1000000	1000000	1000000
49	1000000	1000000	1000000
50	1000000	1000000	1000000
51	1000000	1000000	1000000
52	1000000	1000000	1000000
53	1000000	1000000	1000000
54	1000000	1000000	1000000
55	1000000	1000000	1000000
56	1000000	1000000	1000000
57	1000000	1000000	1000000
58	1000000	1000000	1000000
59	1000000	1000000	1000000
60	1000000	1000000	1000000
61	1000000	1000000	1000000
62	1000000	1000000	1000000
63	1000000	1000000	1000000
64	1000000	1000000	1000000
65	1000000	1000000	1000000
66	1000000	1000000	1000000
67	1000000	1000000	1000000
68	1000000	1000000	1000000
69	1000000	1000000	1000000
70	1000000	1000000	1000000
71	1000000	1000000	1000000
72	1000000	1000000	1000000
73	1000000	1000000	1000000
74	1000000	1000000	1000000
75	1000000	1000000	1000000

1324-TIF

	NOT UNDER REVIEW	UNDER REVIEW	TOTAL
	(Count) (171)	(Count) (0)	(Count) (171)
REAL PROPERTY & MFT HOMES			
Land HS Value	90,221	0	90,221
Land NHS Value	13,128,666	0	13,128,666
Land Ag Market Value	3,449,972	0	3,449,972
Land Timber Market Value	0	0	0
Total Land Value	16,668,859	0	16,668,859
Improvement HS Value	198,750	0	198,750
Improvement NHS Value	2,243,062	0	2,243,062
Total Improvement	2,441,812	0	2,441,812
Market Value	19,110,671	0	19,110,671
BUSINESS PERSONAL PROPERTY	(0)	(0)	(0)
Market Value	0	0	0
OIL & GAS / MINERALS	(0)	(0)	(0)
Market Value	0	0	0
OTHER (Intangibles)	(0)	(0)	(0)
Market Value	0	0	0
	(Total Count) (171)	(Total Count) (0)	(Total Count) (171)
TOTAL MARKET	19,110,671	0	19,110,671
Ag Productivity	455,945	0	455,945
Ag Loss (-)	2,994,027	0	2,994,027
Timber Productivity	0	0	0
Timber Loss (-)	0	0	0
APPRAISED VALUE	16,116,644	0	16,116,644
	100.0%	0.0%	100.0%
HS CAP Limitation Value (-)	0	0	0
CB CAP Limitation Value (-)	1,032	0	1,032
NET APPRAISED VALUE	16,115,612	0	16,115,612
Total Exemption Amount	0	0	0
NET TAXABLE	16,115,612	0	16,115,612
TAX LIMIT/FREEZE ADJUSTMENT	0	0	0
LIMIT ADJ TAXABLE (I&S)	16,115,612	0	16,115,612
CHAPTER 312 ADJUSTMENT	0	0	0
CHAPTER 313 ADJUSTMENT	0	0	0
LIMIT ADJ TAXABLE (M&O)	16,115,612	0	16,115,612

APPROX TOTAL LEVY = NET TAXABLE * (TAX RATE / 100)
 \$97,258.36 = 16,115,612 * (0.603504 / 100)

1324-516

New Value

Total New Market Value: \$11,186,197
 Total New Taxable Value: \$11,186,197

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New Market Value: \$0 New Market Value: \$0 New Market Value: \$0
 New Taxable Value: \$0 New Taxable Value: \$0 New Taxable Value: \$0

Exemption Loss

New Absolute Exemptions

Exemption Description
 Absolute Exemption Value Loss:

Count 0 Last Year Market Value 0

New Partial Exemptions

Exemption Description
 Partial Exemption Value Loss:
 Total NEW Exemption Value

Count 0 Partial Exemption Amt 0
 Count 0 Partial Exemption Amt 0

Increased Exemptions

Exemption Description
 Increased Exemption Value Loss:
 Total Exemption Value Loss:

Count 0 Increased Exemption Amt 0
 Count 0 Increased Exemption Amt 0

New Special Use (Ag/Timber)

Count 2025 Market Value 2026 Special Use Loss

New Annexations/Deannexations

Count Market Value Taxable Value

Average Homestead Value

Categor	Count of HS Res	Avg Market	Avg Exempt	Med Market	Med Exempt	Avg Taxable	Med Taxable
A Only	1	288,971	0	288,971	0	288,971	288,971
A & E	1	288,971	0	288,971	0	288,971	288,971

Property Under Review - Lower Value Used

Count Market Value Lower Market Value Estimated Lower Taxable Value



To: Mayor and City Commission
Through: Alan Guard, Interim City Manager
From: Stephen Muse, Accountant III
Date: Tuesday, August 4, 2026
Agenda #: Consideration and **ACTION** to discuss a possible ad valorem tax rate increase and to authorize a public hearing on August 18, 2026, to discuss the proposed ad valorem tax rate that will exceed the No-New-Revenue tax rate. (Financial Services Department)

Summary:

The governing body of a taxing unit, other than a school district, may not adopt a tax rate that exceeds the lower of the voter-approval tax rate or the no-new-revenue tax rate until the governing body has held a public hearing on the proposed tax rate. This hearing must:

- Have a quorum of the governing body present,
- Take place within the boundaries of the taxing unit,
- Be conducted on a weekday that is not a public holiday,
- Allow taxpayers an opportunity to express their views, and
- Take place in a public building or, if a public building isn't available, in a building normally open to the public.

A public hearing may not be held before the fifth day after the date the notice of the public hearing is given. Property Tax Code, chapter 26.06(d), expressly authorizes the governing body to vote on the proposed tax rate at the property tax public hearing.

Project Scope and Analysis:

N/A

Funding:

Source:

Amount:

Local Contribution if Applicable:

Recommendation:

Financial Services recommends approval.

Commission Pillar:

Governance

Attachments:

None



To: Mayor and City Commission
Through: Alan Guard, Interim City Manager
From: Armando Rangel, Assistant Director for Community Development, Efren Trujillo, Interim Chief of Staff
Date: Tuesday, August 4, 2026
Agenda #: Consideration and **ACTION** on **Resolution Number 2026-112** to approve the 2026-2030 Regional Consolidated Plan & Allocation of the City of Brownsville's Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grant (ESG), subject to appropriation by the U.S. Department of Housing and Urban Development (HUD) for the 2026-2027 One Year Action Plan. (Grants & Community Development)

Summary:

The City of Brownsville's 5-Year Consolidated Plan (Con Plan) for 2026–2030, along with the 2026–2027 Annual Action Plan, outlines the city's strategy for utilizing federal funds including CDBG, ESG, and HOME grants to address housing, public services, and infrastructure needs for low to moderate income residents.

The City of Brownsville, as a U.S. Department of Housing & Urban Development (HUD) Entitlement Community, received a total allocation in the amount of \$3,667,774.43 for the 2026-2027 regular funding cycle; Community Development Block Grant \$2,567,962.00, HOME Investment Partnerships Program (\$874,429.43), and Emergency Solutions Grant Program (\$225,383.00).

Project Scope and Analysis:

As a recipient of federal funds awarded by the U.S. Department of Housing and Urban Development (HUD), the City of Brownsville is required to develop a 5-year comprehensive plan for housing and community development to determine the types of projects that should be financed in the future with federal housing and community development funds. The consolidated planning process serves as the framework for a community-wide dialogue to identify the

housing and community development priorities that align and focus funding from the CPD formula block grant programs: CDBG, ESG, and HOME programs. The Consolidated Plan (Con Plan) is a five-year strategic plan developed to determine the objectives that will be met over the next five years within the City of Brownsville using its CDBG, HOME, and ESG entitlement grant funds. The 2026-2030 Consolidated Plan strategizes anticipated funding, objectives, and outcome goals for the 2026, 2027, 2028, 2029, and 2030 Program Years. Each program year of the Con Plan coincides with the City's fiscal year, which is October 1 through September 30 of each calendar year.

The U.S. Department of Housing and Urban Development (HUD) has announced the allocation of entitlement funding under the Community Development Block Grant (CDBG) \$2,567,962.00, HOME Investment Partnerships Program (HOME) \$874,429.43, Emergency Solutions Grant (ESG) \$225,383.00 for the 2026-2027 Program year. See attached public notice for recommended projects.

Two public hearings were held on the following dates and locations.

July 8, 2026 @ 6:00 PM (Library Main Branch)

July 15, 2026 @ 6:00 PM (Library Southmost Branch)

Funding:

Source: CDBG

HOME

ESG

Amount: 2,567,962.00

874,429.43

225,383.00

Local Contribution if Applicable:

Recommendation:

Staff recommends the approval of the 2026-2030 Regional Consolidated Plan & allocation of the City of Brownsville's Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grant (ESG) subject to appropriation by the U.S. Department of Housing and Urban Development (HUD) for the 2026-2027 One Year Action Plan.

Commission Pillar:

Quality of Life & Vibrancy

Attachments:

1. 2026_2030 Con Plan Public Notice - English - R
2. Resolution 2026-2030 Con Plan R
3. Public Comments 07.15.26



PUBLIC NOTICE
REQUEST FOR PUBLIC COMMENTS

CITY OF BROWNSVILLE
2026-2030 Consolidated Plan &
Annual Action Plan 2026-2027
Comment Period: June 29, 2026 – July 31, 2026

PUBLIC NOTICE: THE GENERAL PUBLIC IS INVITED TO REVIEW AND COMMENT ON DOCUMENT "2026-2030 CONSOLIDATED PLAN & 2026-2027 ONE-YEAR ACTION PLAN" AND MAKE SUGGESTIONS REGARDING THE USE AND ALLOCATION OF FEDERAL FUNDS RECEIVED BY BROWNSVILLE. YOUR SUGGESTIONS AND COMMENTS MAY BE DELIVERED BETWEEN June 29, 2026, AND NO LATER THAN July 31, 2026. For more information about this notice, please call (956) 548-6167. For telephone access for people with speech or hearing loss, please call 1-800-RELAY-TX. Please provide 2-3 days' notice so that proper accommodations can be provided.

Notice is hereby given that the City of Brownsville has prepared its 2026 – 2030 Consolidated Plan & 2026-2027 One-Year Action Plan (budget) for CDBG, ESG, and HOME programs. The purpose of this notice is to obtain comments on the City of Brownsville's proposed Consolidated Plan & Annual Action Plan 2026 -2027. Available funding is as follows:

• Community Development Block Grant (CDBG)	\$ 2,567,962.00
• HOME Investment Partnerships Program (HOME)	\$ 874,429.43
• Emergency Solutions Grant (ESG)	\$ 225,383.00

TOTAL FUNDS:	\$ 3,667,774.43
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The City of Brownsville will submit its 2026 -2030 Consolidated Plan & 2026 - 2027 One-Year Action Plan to the U.S. Department of Housing and Urban Development San Antonio Field Office (HUD), Region VI, Office of Community Planning & Development, H.F. Garcia Federal Building/U.S. Courthouse, 615 E. Houston Street, Suite 347, San Antonio, Texas 78205, on or about August 15, 2026. HUD will review the Consolidated Plan & One-Year Action Plan and is expected to approve the Plan by October 1, 2026. ***All proposed activities' budgets will be proportionally decreased or increased from the estimated funding levels to match actual allocation amounts. All proposed activities are contingent upon funding availability, eligibility, and environmental clearance, amongst other HUD program requirements.***

2026-2027 Program Year (PY) - One Year Action Plan		
Community Development Block Grant (CDBG)		\$ 2,567,962.00
Agency	Activity	Budget
City of Brownsville	21H - General CDBG Administration (20% of PY 2026)	\$ 513,592.00
COB Administration Total:		\$ 513,592.00
Public Services		
Brownsville Society for Crippled Children/Moody Clinic	05B – Rehabilitation Services to Children with Special	\$35,000.00
CASA of Cameron and Willacy Counties	05N – Child Advocates	\$50,000.00
Sunshine Haven, Inc.	05M – Palliative Care	\$45,000.00
Tip of Texas Family Outreach Center	05L – Child Care Services	\$29,000.00
Amigos Del Valle	05A – Senior Services	\$50,000.00
Good Neighbor Settlement House	05W-Mesa Llena Food Pantry	\$90,000.00
Public Services Total:		\$299,000.00

Public Facilities and Improvements		
City of Brownsville – Planning & Redevelopment Dept.	04- Demolition Program	\$225,000.00
City of Brownsville – Engineering/Public Works	03L- Sidewalk Improvement Projects	\$ 400,000.00
City of Brownsville- Multimodal Transportation	03L- Bus Stop Improvement	\$ 250,000.00
City of Brownsville- Parks and Recreation Dept.	03F- Morningside Park Improvement	\$ 160,000.00
City of Brownsville- Parks and Recreation Dept.	03F -National Fitness Courts Project	\$ 170,370.00
City of Brownsville- Grants & Community Development	14A- Home Rehabilitation Program	\$ 550,000.00
Public Facilities and Improvements Total:		\$1,755,370.00
CDBG Total:		\$ 2,567,962.00
HOME Investment Partnerships Program (HOME)		\$ 874,429.43
Agency	Activity	Budget
City of Brownsville	HOME General Administration (10% of PY 2026)	\$ 87,442.94
Brownsville Affordable Homeownership Corp. (BAHC)	Energy Efficient Homes- New Construction (CHDO 15%)	\$ 399,000.00
Community Development Corporation of Brownsville	Homebuyer Assistance Program	\$ 387,986.49
HOME Total:		\$ 874,429.43
Emergency Solutions Grant (ESG)		\$ 225,383.00
Agency	Activity	Budget
City of Brownsville	ESG General Administration (7.50% of PY 2026)	\$ 16,903.00
Friendship of Women, Inc.	Emergency Shelter	\$ 20,109.29
Friendship of Women, Inc.	Homeless Management Information System (HMIS)	\$ 6,500.00
Friendship of Women, Inc.	Rapid Re-Housing	\$ 14,016.00
Bishop Enrique San Pedro Ozanam Shelter	Rapid Re-Housing	\$20,000.00
Bishop Enrique San Pedro Ozanam Shelter	Homeless Management Information System (HMIS)	\$ 6,500.00
Bishop Enrique San Pedro Ozanam Shelter	Emergency Shelter	\$ 35,000.00
Good Neighbor Settlement House	Street Outreach	\$ 35,000.00
Good Neighbor Settlement House	Homeless Management Information System (HMIS)	\$ 6,500.00
Good Neighbor Settlement House	Emergency Shelter	\$ 35,000.00
Good Neighbor Settlement House	Rapid Re-Housing	\$ 29,854.71
ESG Total:		\$ 225,383.00

A full description of the listed projects will be made available to any interested party throughout the 30-day comment period. Any remaining funds for CDBG, will be allocated to Street Improvement Project. Interested parties are encouraged to submit written comments on the proposed Consolidated Plan 2026-2030 & Action Plan 2026-2027 for a 30-day period beginning **Monday, June 29, 2026** and ending at **5:00p.m. Friday, July 31, 2026**. The public may submit their electronic comment using the following Survey Monkey link:

<https://www.surveymonkey.com/r/2026-2030CPS> . Any interested party may also submit their written comments to Mr. Efren Trujillo Jr. Interim Chief of Staff & Director of Grants and Community Development, RE: Annual Action Plan Input, 1150 E. Adams Street, 3rd Floor, Brownsville, TX 78520; Phone: (956) 548-6167; e-mail: efren.trujillo@brownsvilletx.gov; fax: (956) 548-6161. The Consolidated Plan 2026-2030 & Annual Action Plan 2026-2030 may be viewed online at <https://www.brownsvilletx.gov/2112/Public-Notice> and is available at the following locations:

- Brownsville Public Library, 2600 Central Blvd., Brownsville, TX
- Southmost Public Library, 4320 Southmost Blvd., Brownsville, TX
- Southmost Community Network Center, 2900 Southmost Road, Brownsville, TX
- Westside Community Network Center, 1763 U.S. Highway 281, Brownsville, TX
- Brownsville Housing Authority, 24 Elm Street, Brownsville, TX.

Public Hearings

In addition to the 30-day comment period, two (2) Public Hearings on the Proposed 2026-2030 Consolidated Plan & 2026 -2027 Annual Action Plan will take place:

- July 8, 2026(6:00 P.M.) Brownsville Public Library, 2600 Central Blvd., Brownsville, Texas 78520
- July 15, 2026 (6:00 P.M.) Brownsville Southmost Library, 4320 Southmost St., Brownsville, Texas 78521

The City of Brownsville does not discriminate on the basis of disability in the admission of, access to, treatment of, or employment in its programs, activities, or public meetings. If language assistance is needed for Non-English speaking individuals, please contact (956) 548-6167. Any individual with a disability in need of an

accommodation is encouraged to contact the ADA Coordinator at (956) 548-6037. For telephone access for people with speech or hearing loss, please call 1-800-RELAY-TX. Please provide 2-3 days' notice so that proper accommodations can be provided.

RESOLUTION 2026-112

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, APPROVING 2026-2030 CONSOLIDATED PLAN & ENTITLEMENT ALLOCATIONS OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME), AND EMERGENCY SOLUTIONS GRANT (ESG) FUNDING FOR THE 2026 -2027 ONE-YEAR ACTION PLAN.

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has announced the allocations of entitlement funding under the Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grant (ESG) for the 2026-2027 Program year; and

WHEREAS, the 2026-2027 One Year Action Plan projects are being funded based on such allocations of entitlement funding in the total amounts of \$2,567,962.00, \$874,429.43, and \$225,383.00, respectively; and

WHEREAS, the City Commission has determined that a fair and equitable method is in place to allocate funding to such projects listed in the 2026-2027 One-Year Action Plan project and adjust as necessary; and

WHEREAS, the City of Brownsville, through the Grants and Community Development Department, will submit the 2026-2030 Consolidated Plan & 2026-2027 One-Year Action Plan to HUD no later than August 15, 2026; and

WHEREAS, funding will become available on or after October 1, 2026; and

NOW, THEREFORE, BE IT RESOLVED that the City of Brownsville approves the 2026-2030 Consolidated Plan & 2026-2027 One-Year Action Plan.

Adopted on this 4th Day of August, 2026

John Cowen Jr.
Mayor Attest:

Mayra A. Rios
City Secretary

Approved as to form and legality on this 4th day of
August, 2026.

City Attorney



PUBLIC COMMENT CARDS

PUBLIC HEARING-Regional Con Plan 2026-2030 & Annual Action Plan 2026-2027

City of Brownsville

Grants and Community Development

July 15, 2026 – 6:00 P.M.

Southmost- Public Library

4320 Southmost Road, Brownsville, TX 78521

NAME: Yazmin Flores
ADDRESS: 629 Star Ruby Ln
ORGANIZATION: _____
PHONE NUMBER: (956) 3560916
EMAIL: cardiel.yazmin113@gmail.com
SUBJECT OF COMMENT: Better Shelter and coverage for our
Bus Stops.



PUBLIC HEARING-Regional Con Plan 2026-2030 & Annual Action Plan 2026-2027

City of Brownsville

Grants and Community Development

July 15, 2026 – 6:00 P.M.

Southmost- Public Library

4320 Southmost Road, Brownsville, TX 78521

NAME: _____
ADDRESS: _____
ORGANIZATION: _____
PHONE NUMBER: _____
EMAIL: _____
SUBJECT OF COMMENT: _____



PUBLIC COMMENT CARDS

PUBLIC HEARING-Regional Con Plan 2026-2030 & Annual Action Plan 2026-2027

City of Brownsville

Grants and Community Development

July 15, 2026 – 6:00 P.M.

Southmost- Public Library

4320 Southmost Road, Brownsville, TX 78521

NAME: Mayra L. Cardiel

ADDRESS: _____

ORGANIZATION: _____

PHONE NUMBER: (956) 204-9349

EMAIL: _____

SUBJECT OF COMMENT: It will be a good thing that

you can give funds for security protection for
Parks and Libraries. So that these places
have a security officer at all times for the
Security and safety of the children. Thank you.



PUBLIC HEARING-Regional Con Plan 2026-2030 & Annual Action Plan 2026-2027

City of Brownsville

Grants and Community Development

July 15, 2026 – 6:00 P.M.

Southmost- Public Library

4320 Southmost Road, Brownsville, TX 78521

NAME: _____

ADDRESS: _____

ORGANIZATION: _____

PHONE NUMBER: _____

EMAIL: _____

SUBJECT OF COMMENT: _____



PUBLIC COMMENT CARDS

PUBLIC HEARING-Regional Con Plan 2026-2030 & Annual Action Plan 2026-2027

City of Brownsville

Grants and Community Development

July 15, 2026 – 6:00 P.M.

Southmost- Public Library

4320 Southmost Road, Brownsville, TX 78521

NAME: Dania Cardiel

ADDRESS: 639 Star Ruby lane

ORGANIZATION: _____

PHONE NUMBER: (956) 382-3693

EMAIL: daniacardiel@gmail.com

SUBJECT OF COMMENT: Shelter and seating for our bus stops for our community!



PUBLIC HEARING-Regional Con Plan 2026-2030 & Annual Action Plan 2026-2027

City of Brownsville

Grants and Community Development

July 15, 2026 – 6:00 P.M.

Southmost- Public Library

4320 Southmost Road, Brownsville, TX 78521

NAME: _____

ADDRESS: _____

ORGANIZATION: _____

PHONE NUMBER: _____

EMAIL: _____

SUBJECT OF COMMENT: _____



To: Mayor and City Commission
Through: Alan Guard, Interim City Manager
From: Alan Guard, City Manager, Will Trevino, City Attorney
Date: Tuesday, August 4, 2026
Agenda #: Consideration and **ACTION** on **Resolution Number 2026-115** to approve a one-time waiver of the maintenance bond required for the construction of improvements serving the Greater Brownsville Tech Park. (City Manager's Office/ GBEDC)

Summary:

Project Scope and Analysis:

Funding:

Source: Not Applicable

Amount:

Local Contribution if Applicable:

Recommendation:

Staff recommends taking action on the resolution.

Commission Pillar:

Economic Development, Planning & Zoning, Infrastructure, Public Safety, Quality of Life & Vibrancy, Governance

Attachments:

1. Resolution 2026-115

RESOLUTION NUMBER 2026-115

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, APPROVING A ONE-TIME WAIVER OF THE MAINTENANCE BOND REQUIREMENT FOR THE CONSTRUCTION OF IMPROVEMENTS SERVING THE GREATER BROWNSVILLE TECH PARK, A JOINT PROJECT OF THE CITY OF BROWNSVILLE AND THE GREATER BROWNSVILLE ECONOMIC DEVELOPMENT CORPORATION (GBEDC); FINDING A PUBLIC PURPOSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Brownsville, Texas (the “City”) is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution, and Chapter 9 of the Texas Local Government Code; and

WHEREAS, the City and the Greater Brownsville Economic Development Corporation (“GBEDC”) are jointly undertaking the development and construction of public improvements to serve the Greater Brownsville Tech Park; and

WHEREAS, the Greater Brownsville Tech Park is a massive 730-acre advanced manufacturing and innovation hub located along State Highway 550 and FM 511 (between Old Alice Road and Paredes Line Road) in Brownsville, Texas; and

WHEREAS, the Greater Brownsville Tech Park will support significant economic development activities and will also be the future site of the City’s new Public Safety Complex, housing the City’s Police Department, Fire Department, Information Technology Department, and a regional Cybersecurity Center; and

WHEREAS, the City typically requires the submission of a maintenance bond for completed public infrastructure improvements, ensuring the quality and performance of said improvements for a designated period following construction; and

WHEREAS, due to the joint nature of the project, the direct involvement of the City and GBEDC in the funding, construction oversight, and long-term ownership of the improvements, the City Commission finds that the standard requirement for a maintenance bond is unnecessary in this specific instance; and

WHEREAS, the City Commission of the City of Brownsville, Texas (the “City Commission”) has determined that a one-time waiver of the maintenance bond requirement will facilitate project completion without compromising the City’s interests or the integrity of public assets; and

WHEREAS, the City Commission finds that a public purpose is met by providing a one-time waiver of the maintenance bond requirement stated herein.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, THAT:

SECTION 1. The findings and recitations set out in the preamble to this Resolution are found to be true and correct and they are hereby adopted by the City Commission as its legislative findings and made a part hereof for all purposes.

SECTION 2. The City Commission hereby approves a one-time waiver of the maintenance bond requirement for the construction of public improvements serving the Greater Brownsville Tech Park.

SECTION 3. This waiver applies solely to this joint project between the City of Brownsville and the Greater Brownsville Economic Development Corporation and shall not be construed as establishing precedent for future projects or developments.

SECTION 4. That the City Manager, or designee, is authorized to take all necessary steps to implement this Resolution.

SECTION 5. This Resolution shall be and become effective immediately upon adoption.

PASSED and APPROVED this 4th day of August, 2026.

John Cowen, Jr., Mayor

ATTEST:

Mayra Rios, City Secretary