

**CITY COMMISSION
AGENDA
REGULAR MEETING
FEBRUARY 18, 2026
@ 5:30 PM
CITY HALL, TOWN HALL MEETING ROOM
2ND FLOOR, 118 E. TYLER AVENUE
HARLINGEN, TEXAS**

Notice is hereby given that the City Commission of the City of Harlingen, Texas will hold a Regular Meeting on **WEDNESDAY, FEBRUARY 18, 2026 at 5:30 P.M.** at City Hall, Town Hall Meeting Room, 118 E. Tyler Avenue, Harlingen, Texas and provide the public the ability to view the meeting via internet live-streaming at www.harlingentx.gov and the City of Harlingen YouTube Page.

The public will be permitted to offer citizen communication or participate in items listed as public hearings as provided by the agenda and as permitted by the presiding officer during the meeting.

To submit citizen communication or participate in scheduled public hearings, go to www.harlingentx.gov and click on "PUBLIC HEARING AND CITIZEN COMMUNICATION FORM" Fill out the form and indicate the item you wish to address and submit the form. (limited to 400 words or less).

PLEASE SUBMIT WRITTEN COMMENTS BY 12:00 (NOON) THE DAY OF THE MEETING.

A recording of the meeting will be made and will be available to the public in accordance with the Texas Open Meetings Act.

City of Harlingen meetings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary's Office at (956) 216-5001 or write Post Office Box 2207, Harlingen, Texas 78550 at least 48 hours in advance of the meeting.

The Harlingen City Commission reserves the right, pursuant to the Texas Government Code Chapter 551, Subchapter D, to enter into closed executive session on any item posted on the agenda if a matter is raised that is appropriate for closed discussion.

1) **Call Meeting to Order:**

- a) Invocation - Mayor Pro-Tem Daniel N. Lopez
- b) Pledge of Allegiance
- c) Welcome Citizens

2) **Conflict of Interest:**

"Under State Law, a conflict of interest exists if a commission member, or certain members of that person's family, has a qualifying financial interest in an agenda item. Members with a conflict of interest cannot participate in the discussion nor vote on the agenda item. Are there any known conflicts of interest to disclose at the time?" (*City Attorney*).

3) **Announcements:** *With respect to items not listed elsewhere on this agenda, the City Commission may report on items of community interest, including announcing community events, announcing employee or community recognitions.*

- a) Mayor's Announcements
- b) City Manager's Announcements
- c) City Commission Member Announcements

4) **Proclamation/Presentation of Awards:**

- a) Harlingen Animal Shelter - "Pet of the Week"
- b) Presentation of Proclamation — "Spay/Neuter Awareness Month"
- c) Presentation of Proclamation - "Engineers Week"
- d) Mayor's Business of the Month — "Chikas Boutique"
- e) Certificate of Recognition — Ruth Trevino for winning the John German Award
- f) Certificate of Recognition — Tanya Lugo for winning Administrative Manager of the Year Award
- g) Certificate of Recognition — Public Works for In-House Project of the Year Award

5) **Citizen Communication:** *At this time, the public is invited to address the City Commission and speak on any matter not specifically listed for public hearing elsewhere in this agenda. Please note that the City Commission members may not respond to comments or deliberate on topics addressed.*

6) **Approval of Minutes:**

- a) Regular Meeting of November 5, 2025

7) **Consent Agenda:** *No discussion is anticipated on any of the items in this section because they are routine business, were included in the budget adoption process, or have been previously discussed as a staff report or discussion item. These items will be considered collectively by a single vote, unless a commission member requests an item be removed from the consent agenda.*

- a) Consideration and possible action to approve a resolution authorizing the Special Projects Director to submit a grant application to the Fiscal Year 2027 Border Zone Fire Departments Grant Program. Attachment. (*Special Projects Department*).
- b) Consideration and possible action to approve a resolution authorizing the Special Projects Director to submit a grant application to the Selective Traffic Enforcement Program FY 26 Click It or Ticket Grant Program from the Texas Department of Transportation to fund overtime costs for additional manpower to increase occupant restraint use in vehicles during the enforcement period. Attachment (*Special Projects Department*).

- c) Consideration and possible action to approve a one-year subscription agreement between the City of Harlingen and EUNA (formerly eCivis) Solutions Attachment (***Special Projects Department***).
 - d) Consideration and possible action to approve a resolution authorizing the Special Projects Director to submit a grant application to the Office of the Governor Operation Lonestar Grant Program (OLS) FY 2027. Attachment (***Special Projects Department***).
 - e) Consideration and possible action to approve a resolution authorizing the Special Projects Director to submit a grant application to the Office of the Governor Operation Stonegarden Solicitation – FY 25. Attachment (***Special Projects Department***).
 - f) Consideration and possible action to approve a resolution authorizing the Special Projects Director to submit a grant application to the FY26 Texas Department of Transportation – Operation Slowdown Program. Attachment (***Special Projects Department***).
 - g) Consideration and possible action to approve a resolution authorizing the City Manager to submit an application to the AARP Community Challenge Grant Program Flagship Grant. Attachment. (***Special Projects Department***).
- 8) **Staff Reports and Other Discussion Items:** *Items in this section are not expected to require action by the City Commission and are generally for information only. However, any item listed in this section may become an action item at a future meeting with the request of the Mayor, or after the request of any two Commission members, or the City Manager.*
- a) City Manager's Report
 - b) Staff Reports:
 - Presentation of STEC Report
- 9) **Public Hearings:** *At this time, the Mayor will invite members of the public who have filled out the Public Hearing and the Citizen Communication Form to address each item listed in this section. Please limit your comments to the topic of that public hearing. If more than one public hearing is being held, you will be allowed to speak during each topic, provided you have filled out the Public Hearing and Citizen Communication Form for the appropriate topic. If you are signed up for two (2) or more Public Hearings, you will be limited to 5 minutes for all topics.*
- a) Public hearing to participate in the Texas Enterprise Zone Program and nominate Harlingen Medical Center, Limited Partnership, 5501 South Expressway 77, Harlingen, Texas 78550 to the Office of the Governor as an Enterprise Project. (***HEDC***)
- 10) **Action Items:** *City Commission will discuss, consider, and take any action deemed necessary on items listed in this section, including the adoption of a resolution or an ordinance.*

Ordinances:

- a) Consideration and possible action to approve an ordinance on first reading, amending Ordinance No. 2025-10 to ensure the full compliance with Chapter 2303 of the Texas Government Code. Attachment (***HEDC***)
- b) Consideration and possible action to approve an ordinance on first reading, amending the City of Harlingen's budget for Fiscal Year 2026. Attachment (***Finance***).
- c) Consideration and possible action to approve an ordinance on Second and Final Reading for the voluntary annexation and to establish the initial zoning of Planned Development ("PD") District to allow internal streets to have 50 feet R-O-W, with 32 foot wide paved roads, and for 135 out of 358 Residential, Single Family lots to be less than the required 6,000 square feet,

for a property bearing a legal description of 35.754 acres out of a Part or Portion of Blocks 65, 66, and 72, and out of Reserved Horseshoe Lake, Lon C. Hill Subdivision, located south of Morris Road, approximately 2,095.97 feet southwest of South Ed Carey Drive. Applicant: Melden & Hunt, Inc. c/o Leonard P. Simmons III & Mary Beth Simmon Attachment. **(Planning & Development)**.

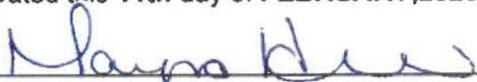
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- d) Consideration and possible action to abandon a utility easement located at 3744 Expressway 77, bearing a legal description of Midway Subdivision Blocks 6 and 7 & MIDWAY Resubdivision, Block 1, Lots 3 thru 7. Applicant: Chris Hamby/H2O Construction. Attachment. **(Planning & Development)**.
 - e) Consideration and possible action to approve a resolution updating authorized signatory designations and authorized investment officers for the City of Harlingen's bank accounts, external investment pools, and safekeeping agreements. Attachment **(Finance)**.
 - f) Consideration and possible action to approve an amendment to the Heat and Pregnancy charge being increased from \$30.00 to \$37.50 per animal, when necessary, on the contract between the City of Harlingen and Dr. Shelly Mitchell, DVM. Attachment **(Health)**.
 - g) Consideration and possible action to approve a resolution appointing Carolina Garcia as the Local Registrar for the City of Harlingen Vital Statistics Office. Attachment **(Health)**.
 - h) Consideration and possible action to approve a contract agreement for consultant services with TDA Consulting, Inc., for the development of a Regional 5-year Consolidated Plan and Strategic Plan (2026-2030) in collaboration with the Cities of Brownsville and San Benito. Attachment **(CDBG)**.
 - i) Consideration and possible action to approve a request to assign the Community Development's Program Manager for the HOME Investment Partnership Program American Rescue Plan (HOME-ARP) to negotiate then authorize the City Manager to finalize the purchase of property within the city limits of Harlingen to convert and/or rehabilitate into affordable rental housing for qualifying populations as approved by HUD in the HOME-ARP Allocation Plan dated September 11, 2023. Attachment **(CDBG)**.
 - j) Consideration and possible action to amend the 2026 Streets Improvement Program (SIP) Project to add South "J" Street from Filmore Avenue to Tyler Avenue. Attachment **(Engineering)**.
 - k) Consideration and possible action to authorize staff to commission a new mural, designed in alignment with public input, at Lozano Plaza, as previously approved by the Keep Harlingen Beautiful Advisory Board. **(This item was requested by Mayor Pro-Tem Daniel N. Lopez and Commissioner Rene Perez)**.
- 11) **Board Appointments:**
Specifically, appointment or discussion and possible action to include appointment and/or removal of any position subject to appointment or removal by statute, ordinance, or bylaws.
- Airport
Animal Shelter Advisory Committee (2)
Audit Committee (Terms expire in June)
Civil Service Commission
Community Development Advisory Board (CDBG)
Construction Board of Adjustments (3)
Convention & Visitors Bureau
Development Corporation of Harlingen, Inc. (HEDC)
Golf Course Advisory Board
Harlingen Community Improvement Board (4B)

Harlingen Housing Authority Board
Harlingen Finance Corporation (6)
Harlingen Teen and Young Adult Advisory Board (1)
Healthy Harlingen Advisory Board
Historic Preservation Council (3)
Keep Harlingen Beautiful Board
Library Advisory Board (1)
Mayor Wellness Council
Museum Advisory Board
Parks Advisory Board
Planning & Zoning Advisory Board (1)
Senior Citizens Advisory Board (1)
Tax Increment Finance Board 1, 2 & 3 (1)
Utility Board of Trustees
Veterans Advisory Board
Zoning Board of Adjustment

- 12) **Executive Session:** *All items listed in this section will be deliberated in a closed session. Members of the public are not generally permitted to attend a closed session. Executive Session items may be considered as an action item at the discretion of the Mayor. However, City Commission will not take any action in closed session.*
- a) Pursuant to TX Government Code Sections 551.071 — attorney consultation and contemplated litigation; Section 551.072 — deliberation regarding real estate; and Section 551.087 — economic development relating to the following projects: **(HEDC)**
- 1) Project Go Sam
2) Project Organic
3) Project Garden
- b) Consultation pursuant to Texas Government Code § 551.074 regarding personnel matters and pursuant to Texas Government Code §551.071 to receive legal advice regarding an audit. **(City Manager)**
- 13) **Action on Executive Session Items:** *The City Commission will reconvene in open session and may take action on any item listed in the Executive Session Section of this agenda.*
- a) Consideration and possible action to approve Item 12 (a) as discussed in executive session. **(HEDC)**
- 14) **Adjournment:**

I, the undersigned authority, do hereby certify that the above Notice of the Regular Meeting of the Harlingen City Commission is a true and correct copy of said notice posted on the bulletin board at City Hall of said City of Harlingen, Texas in a place convenient and readily accessible to the general public at all times and on the City's Internet Website and said Notice was posted on **WEDNESDAY, FEBRUARY 11, 2026**, at or before 2:45 a.m./p.m. and remained so posted for at least 3 business days preceding the time of said meeting.

Dated this 11th day of **FEBRUARY, 2026**


Mayra Herrera, City Secretary



REGULAR MEETING

CITY COMMISSION

HARLINGEN,

TEXAS

November 5, 2025

A Regular Meeting of the Harlingen City Commission was held on November 5, 2025 at 5:45 p.m., at City Hall, Town Hall Meeting Room, 118 E. Tyler, Harlingen, Texas and providing the public the ability to view the meeting via internet, live streaming and permitting the public to offer citizen communication or participate in items listed on the agenda via videoconferencing or telephonically via www.harlingentx.gov Those in attendance were:

Mayor and Commissioners

Mayor Norma Sepulveda

Mayor Pro-Tem Ford Kinsley

Daniel N. Lopez, Commissioner District 2

Michael Mezmar, Commissioner District 3

Frank Morales, Commissioner District 4

Rene Perez, Commissioner District 5

City Staff

Gabriel Gonzalez, City Manager

Mayra Herrera, City Secretary

Mark Sossi, City Attorney

1. Call Meeting to Order

- a) Invocation – Mayor Sepulveda
- b) Pledge of Allegiance
- c) Welcome Citizens

The meeting was opened to the public at 5:45 p.m. and recessed to conclude the workshop session. The meeting was reconvened at 6:59 p.m. and proceeded directly to the agenda, as the invocation, pledge, and welcome had been completed during the workshop.

2. Conflict of Interest

"Under State Law, a conflict of interest exists if a council member, or certain members of that person's family, has a qualifying financial interest in an agenda item. Members with a conflict of interest cannot participate in the discussion nor vote on the agenda item. Are there any known conflicts of interest to disclose at this time"?

Mark Sossi, read the conflict of Interest and asked the Mayor and City Commissioners if they had a conflict on any item on the agenda.

None Declared

3. Announcements:

Mayor's Announcements – None

City Manager's Announcements- None

City Commission Member Announcements

Mayor Pro Tem Ford Kinsley-Gave thanks to Code & Public Works Depts for their assistance with Clutter Clean-Up

Comm. Daniel N. Lopez-thanked citizens who voted

Comm. Frank Morales- invited public to the Clutter Clean up Saturday, November 15th - Rangeville Road.

Comm. Rene Perez – Congratulate/Well Wishes to HHSS Band for placing and advancing to State competition in San Antonio Alamodome.

4. Proclamation/Presentation of Awards:

a) Harlingen Animal Shelter – "Pet of the Week"

Shannon Harvill, Director of Health, introduced Casper, Male Collie mix. from the Harlingen Animal Shelter to encourage local pet adoption. Tractor Supply event happening on Saturday November 8, 2025.

A proclamation was presented to recognize the work of animal shelter staff and volunteers on National Animal Shelter Appreciation Week.

5. Citizen Communication:

Ron Lozano: Raised concerns about the "flip-flopping" of board members and criticized the management of the airport board.

Raymond Reyes: Speaking about the last meeting where he was cut off before completing his discussion on the topic he chose. Mr. Reyes begins to continue his topic of the traffic for the Horseshoe Pointe concern.

6. Approval of Minutes:

a) Regular Meeting of July 16, 2025

Motion made by Mayor Pro-Tem Kinsley and seconded by Commissioner Lopez to approve the Regular Meeting of July 16, 2025. Motion carried unanimously.

7. Consent Agenda:

a) Consideration and possible action to authorize the City Manager to accept a matching grant award from GameTime and Cunningham Recreation's Community Champions Playground Grant

b) Consideration and possible action to approve a resolution authorizing the submission of a grant to the Office of the Governor, Bullet Resistant Components for Law Enforcement, FY2026

c) Consideration and possible action to approve an ordinance on second and final reading for a Special Use Permit ("SUP") to allow a bar/lounge in a General Retail ("GR") District located at 323 W. Jackson Avenue, Suite A, bearing a legal description of Lots 1-5, Block 61, Harlingen Original Townsite. Applicant: Jane Mary Martinez

d) Consideration and possible action to approve an ordinance on second and final reading for a rezoning request from Not Designated ("N") District to General ("GR") District for 6.08 acres, more or less, out of the South Part of Block 5, Highland Subdivision, located south of South Expressway 77, approximately 845.39 feet east of Maggie Lane. Applicant: Jack L. Brown, c/o Dr. Ameer Hassan

Item 7(d) was removed from the consent agenda by Commissioner Morales.

Motion made by Commissioner Perez and seconded by Commissioner Lopez to approve items 7(a-c). Motion carried unanimously.

On Item 7(d) Commissioner Morales stated that he had opposed the matter at the previous meeting and reiterated his opposition.

Motion was made by Commissioner Perez and seconded by Mayor Pro-Tem Kinsley to approve the item. Commissioner Morales opposed. (4-1)

8. Staff Reports and Other Discussion Items:

- a. City Manager's Report -- None
- b. Staff Reports - None

9. Public Hearings:

Mayor Sepulveda announced that Item 9a is a public hearing, and anyone wishing to speak for or against this item may do so.

- a) Public hearing for the voluntary annexation and to establish the initial zoning to Light Industry ("LI") District upon annexation for 4.50 acres of land out of Lot 5, Block 1, Harlingen Industrial Park Subdivision No. 4, located north of Millenium Drive, approximately 688.85 feet east of FM 509. Applicant: Emiliano Rosel c/o Whiting Investments Ltd.

There being no comments from the public, Mayor Sepulveda closed the public Hearings.

10. Action Items

Ordinances:

- a) Consideration and possible action to approve an ordinance on second and final reading for the voluntary annexation, and to establish the initial zoning to Light Industry ("LI") District upon annexation for 4.50 acres of land out of Lot 5, Block 1, Harlingen Industrial Park Subdivision No. 4, located north of Millenium Drive, approximately 688.85 feet east of FM 509. Applicant: Emiliano Rosel c/o Whiting Investments Ltd.

ORDINANCE NO. 25-59

AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE CITY OF HARLINGEN BY ANNEXING, FOR FULL PURPOSE, A 4.50 ACRE TRACT OF LAND OUT OF LOT 5, BLOCK 1, HARLINGEN INDUSTRIAL PARK NO. 4, LOCATED NORTH OF MILLEN I UM DRIVE, APPROXIMATELY 688.85 FEET EAST OF FM 509 AND TO ESTABLISH THE INITIAL ZONING OF LIGHT INDUSTRY(LI) DISTRICT; BINDING THE LAND TO ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

PASSED AND APPROVED on first reading this the 20th day of October, 2025.

PASSED AND APPROVED on the second and final reading this the 5th day of November, 2025

ATTEST:

/s/ Mayra Herrera, City Secretary

CITY OF HARLINGEN

/s/ Norma Sepulveda, Mayor

Motion was made by Commissioner Mezmar seconded by Commissioner Perez to approve an ordinance on second and final reading for the voluntary annexation, and to establish the initial zoning to Light Industry ("LI") District upon annexation for 4.50 acres of land out of Lot 5, Block 1, Harlingen Industrial Park Subdivision No. 4, located north of Millenium Drive, approximately 688.85 feet east of FM 509. Motion carried unanimously

- b) Consideration and possible action to approve an ordinance on first reading establishing a uniform procedure for placing items on the agenda of City Boards, Commissions, and Departments; Providing for equal access by Board Members.

Commissioner Mezmar stated he is against the action item in question looking over all the Boards, indicating that they are their own entity to an extent.

Mayor Sepulveda stated the City Commission is who appoints the members of the boards, so they are connected directly to the City Commission.

Commissioner Mezmar replied that micromanaging of the boards is not needed.

Mayor Sepulveda stated that this action is more so fighting for the right to discuss amongst themselves and their respective boards.

Commissioner Morales asks mayor if she would like to relinquish/remove her appointees from the EDC and from the Airport board, to make an "even playing field".

Mayor Sepulveda responded by repeating the processes for the boards themselves and if the charter were to be amended it would have to be placed in a vote by the citizens of Harlingen.

A short discussion continued in reference to the ways the boards are being managed.

Mayor Sepulveda interjected to bring the conversation back to the topic of the action item being addressed.

Commissioner Morales makes a motion, seconded by Mezmar to table the item until the newly appointed Commissioner is sworn in. Motion failed. (2-3)

Commissioner Perez reminded Commissioner Morales of how the commission handled matters when they both got elected as opposed to now.

Commissioner Morales brings his concern back to the conversation, in which commissioner Perez and Mayor Sepulveda try to redirect the conversation back to the item at present.

Commissioner Lopez brought attention to the concern Commissioner Morales is referencing, due to personal experience. He then continues to provide his point of view of a process of which is already a common practice.

Commissioner Morales attempts to try to bring attention to the matter of the rotation of personnel within the city of Harlingen.

Discussion continued on past procedures, practices and policies.

Motion was made by Mayor Sepulveda, seconded by Commissioner Perez to approve an ordinance on first reading establishing a uniform procedure for placing items on the agenda of City Boards, Commissions, and Departments; Providing for equal access by Board Members. Commissioner Mezmar and Morales Opposed (3-2) Motion passed.

- c) Consideration and possible action to approve a variance to the City of Harlingen Code of Ordinances to allow one instead of two required entrances for the proposed Horseshoe Pointe Subdivision, located in the 3.5-mile ETJ, on the south side of Morris Road, approximately 2,095.97 feet southwest of S. Ed. Carey Drive.

Motion was made by Commissioner Mezmar seconded by Commissioner Perez to take the item off the table. Motion carried unanimously.

Commissioner Mezmar stated that after hearing the workshop he has changed his mind from opposition to approval of variance.

1 City Attorney Mark Sossi asked that the motion be amended to have the language changed
2 for the variance.

3
4 Mayor Sepulveda stated to the public that this is the variance that the workshop was for. She
5 also asked if this project was going to be taken place by phases.

6
7 Commissioner Lopez asked if research could be done moving forward in reference to the
8 concern of Morris Road being changed into a city road.

9
10 Commissioner Morales stated he has a concern about the variance being previously applied
11 to only 30 homes, opposed to now being asked to be applied to 300 plus.

12
13 Motion was made by Commissioner Mezmar and seconded by Mayor Pro-Tem Kinsley to
14 approve a variance to the City of Harlingen Code of Ordinances to allow one instead of two required
15 entrances for the proposed Horseshoe Pointe Subdivision, located in the 3.5-mile ETJ, on the south
16 side of Morris Road, approximately 2,095.97 feet southwest of S. Ed. Carey Drive. Motion carried
17 unanimously.

- 18
19 d) Consideration and possible action to allow a license to encroach 20 feet by 45 feet, more or
20 less, into the existing 20-foot alley right-of-way, adjacent to the property located at 1230
21 Greenway Street, bearing a legal description of 0.02 acre tract of land, more or less, being
22 a Portion of a 20 ft. alley right-of-way adjacent to Lot 8, Block 9, A Re-subdivision of Blocks
23 1, 2 and 9, Green Acres Subdivision. Applicant: Araceli Cervantes, c/o Zarse Enterprises
24 LLC.

25
26 Commissioner Mezmar asked Ana Hernandez, Planning & Development Director, to confirm
27 the type of easement being discussed tonight.

28
29 Commissioner Lopez asked what the consequences would be if the applicant did not
30 maintain the easement.

31
32 Mrs. Hernandez replied that failure to maintain the easement would result in a revoking of
33 the license.

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35 Commissioner Lopez stated that his concern is that there is still a possibility of continuation
36 even without paper licensing if it get revoked.

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38 Motion was made by Commissioner Lopez and seconded by Commissioner Perez to
39 approve to allow a license to encroach 20 feet by 45 feet, more or less, into the existing 20-foot alley
40 right-of-way, adjacent to the property located at 1230 Greenway Street, bearing a legal description
41 of 0.02 acre tract of land, more or less, being a Portion of a 20 ft. alley right-of-way adjacent to Lot
42 8, Block 9, A Re-subdivision of Blocks 1, 2 and 9, Green Acres Subdivision subject to conditions
43 imposed by staff. Motion carried unanimously.

- 44
45 e) Consideration and possible action to approve the purchase of a John Deer 325G Compact
46 Track Loader with attachments for \$96,046.34

47
48 Motion was made by Commissioner Mezmar seconded by Commissioner Lopez to approve
49 the purchase of a John Deer 325G Compact Track Loader with attachments for \$96,046.34. Motion
50 carried unanimously

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52 **11. Board Appointments:**

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54 Comm. Michael Mezmar – Re-appointed Adele M. Clinton-Solis to Parks Advisory Board;
55 Re-appointed Carlos A. Sanchez to Planning & Zoning Advisory Board; Re-appointed David
56 Hernandez to Healthy Harlingen Advisory Board.

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2 Motion was made by Commissioner Lopez and seconded by Mayor Pro-Tem Kinsley to
3 approve all the re-appointments and appointments. Motion carried unanimously.
4

5 **12. Executive Session:**
6

- a) Consultation with legal counsel pursuant to Texas Government Code 551.071(1) (a) regarding pending or contemplated litigation, and pursuant to Texas Government Code 551.071(2) to receive confidential attorney-client communication protected by the attorney-client communication privilege.

7
8 Motion was made by Commissioner Lopez and seconded by Commissioner Perez to go into
9 executive session. Motion carried unanimously.

10
11 At 7:47pm, Mayor Sepulveda announced the City Commission would convene into Executive
12 Session to discuss Item 12a.

13
14 **13. Action on Executive Session Items:**

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16 At 8:11pm, Mayor Sepulveda announced the City Commission had completed its Executive
17 Session and declared the meeting open to the public.

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21 **14. Adjournment:**

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

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27 City of Harlingen

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30 ATTEST:

Norma Sepulveda, Mayor

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32
33 Mayra Herrera, City Secretary
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AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: February 18, 2026

Agenda Item:

Consideration and possible action to approve a resolution authorizing the Special Projects Director to submit a grant application to the Fiscal Year 2027 Border Zone Fire Departments Grant Program. Attachment. *(Special Projects Department)*.

Prepared By: Ana Hernandez, Mobility & Special Projects Director

Brief Summary:

The Office of the has issued a funding announcement for the FY 2027 Border Zone Fire Departments (BZFD). This program aims to provide grants to professional fire departments along the Texas-Mexico border region for specialized equipment, maintenance, and medical supplies to support emergency services associated with border security activities and crime deterrence occurring in the geographic area defined in Article IX, Section 7.10 of the General Appropriations Act.

The city will apply for equipment and/or supplies and direct operating expenses, as appropriate, to support border security activities for an amount not exceeding \$250,000. The grantor agency requires a resolution authorizing the submission of a grant application. Said resolution must clearly identify the name of the project for which funding is requested, the match commitment (if applicable), the name of a financial officer, the name and title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant, and a written assurance that the city will return all funds to the grantor in the event of loss or misuse of grant funds.

Funding (if applicable):

Are funds specifically designated in the current budget for the full amount (Yes/No):

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

Finance Director's approval (Yes/No/NA):

Staff Recommendation:

Staff recommends approval of this resolution.

City Manager approval: 

Comments:

City Attorney's approval: 

RESOLUTION NO. 2026 - ____

CONSIDERATION AND POSSIBLE ACTION TO APPROVE A RESOLUTION AUTHORIZING THE SPECIAL PROJECTS DIRECTOR TO SUBMIT A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR UNDER THE FISCAL YEAR 2027 BORDER ZONE FIRE DEPARTMENTS GRANT PROGRAM

WHEREAS, the Office of the Governor has released its Fiscal Year 27 Border Zone Fire Departments (BZFD) for the purpose of providing grants professional fire departments along the Texas-Mexico border region for specialized equipment, maintenance, and medical supplies to support emergency services associated with the execution of border security activities and deterring crimes occurring in the geographic area defined in Article IX, Section 7.10 of the General Appropriations Act.; and

WHEREAS, the City of Harlingen finds it in the best interest of the citizens of Harlingen, Texas, and the region to apply for funding from FY27 BZFD; and

WHEREAS, the Harlingen City Commission agrees to provide any applicable matching funds, if any, for the said project as required by the FY27 BZFD; and,

WHEREAS, the Harlingen City Commission agrees that in the event of loss or the misuse of the Texas Office of the Governor funds, the Harlingen City Commission assures that the funds will be returned to the Office of the Governor in full; and,

WHEREAS, the City Commission designates the Mobility & Special Projects Director as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the City of Harlingen.

WHEREAS, the City Commission designates the Finance Director as the grantee's financial officer. The financial officer is given the power to submit financial and/or programmatic reports or alter a grant on behalf of the applicant agency.

NOW, THEREFORE, BE IT RESOLVED that the Harlingen City Commission approves the submission of the grant application to the Office of the Governor Border Zone Fire Departments, FY27.

CONSIDERED AND ADOPTED this 18th day of February 2026 at a Regular Meeting of the Elective Commission of the City of Harlingen, Texas, at which a quorum was present, and which was held in accordance with Government Code Chapter 551, as amended.

Grant Number:

CITY OF HARLINGEN

Norma Sepulveda, Mayor

ATTEST:

Mayra Herrera, City Secretary

7(b)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **February 18, 2026**

Agenda Item:

Consideration and possible action to approve a resolution authorizing the Special Projects Director to submit a grant application to the Selective Traffic Enforcement Program FY 26 Click It or Ticket Grant Program from the Texas Department of Transportation to fund overtime costs for additional manpower to increase occupant restraint use in vehicles during the enforcement period. Attachment (*Special Projects Department*).

Prepared By: Ana Hernandez, Mobility & Special Projects Director

Brief Summary:

The Harlingen Police Department will be utilizing the TXDOT CIOT Program funding for overtime costs for providing additional manpower in a state-led and unified strategy to increase occupant seat belt restraint by increasing seatbelt enforcement and education along with responding to the need for safer streets and highways within the State of Texas and City of Harlingen. The "Enforcement Period" will be two weeks, from May 18 2026 to May 31, 2026. The City of Harlingen is responsible for a 20% match.

Funding (if applicable):

Are funds specifically designated in the current budget for the full amount (Yes/No):

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

Finance Director's approval (Yes/No/NA):

Staff Recommendation:

Staff recommends approval of this resolution.

City Manager approval:



Comments:

City Attorney's approval:



RESOLUTION No. 2026 - ____

CONSIDERATION AND POSSIBLE ACTION TO APPROVE A RESOLUTION AUTHORIZING THE SPECIAL PROJECTS DIRECTOR TO SUBMIT A GRANT APPLICATION TO THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM FY 26 CLICK IT OR TICKET GRANT PROGRAM FROM THE TEXAS DEPARTMENT OF TRANSPORTATION TO FUND OVERTIME COSTS FOR ADDITIONAL MANPOWER TO INCREASE OCCUPANT RESTRAINT USE IN PASSENGER VEHICLES DURING THE ENFORCEMENT PERIOD

WHEREAS, the Texas Department of Transportation (TxDOT) has released its Selective Traffic Enforcement Program (STEP) Click It or Ticket (CIOT) Grant Program for the purpose of ensuring vehicle restraint use during a selected enforcement period; and

WHEREAS, the City of Harlingen finds it in the best interest of the citizens of Harlingen and the region that the City of Harlingen utilizes its local law enforcement personnel in a two-week state-led and unified strategy to increase occupant seat belt restraint by increasing seat belt enforcement and education along with responding to the need for safer streets and highways within the State of Texas and the City of Harlingen; and

WHEREAS, the Harlingen City Commission agrees to provide any applicable matching funds, if any, for the said project as required by the Selective Traffic Enforcement Program Click It or Ticket requirements; and,

WHEREAS, the Harlingen City Commission finds it in the best interest of the citizens of Harlingen, Texas, and the region that the City of Harlingen allow its local police department to accept the funding to increase enforcement and reduce crashes and crash-related injuries and deaths; and,

WHEREAS, the City Commission designates the Mobility & Special Projects Director as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the City of Harlingen.

NOW, THEREFORE, BE IT RESOLVED that the Harlingen City Commission approves the submission of the grant application to the TxDOT's STEP Click It or Ticket grant program.

CONSIDERED AND ADOPTED this 18th day of February 2026 at a Regular Meeting of the Elective Commission of the City of Harlingen, Texas, at which a quorum was present, and which was held in accordance with Government Code Chapter 551, as amended.

CITY OF HARLINGEN

Norma Sepulveda, Mayor

ATTEST:

Mayra Herrera, City Secretary

AGENDA ITEM EXECUTIVE SUMMARY

Meeting Date: **February 18, 2026**

Agenda Item:

Consideration and possible action to approve a one-year subscription agreement between the City of Harlingen and Euna (formerly eCivis) Solutions. Attachment (***Special Projects Department***)

Prepared By: Ana Hernandez, AICP, CNU-A
Planning and Development Director/
Special Projects Director

Signature: _____

Brief Summary:

Euna Solutions (formerly known as eCivis) is a software as a service (SaaS) grant management system typically used by local governments. The City's current subscription, which includes both state and federal grant research modules for four (4) users, is set to expire on February 28, 2026, prompting the need to renew for another one-year term. The new period of performance will be 3/1/2026 through 2/28/2027.

The renewal quote reflects an increase of \$431 compared to last year. The city can renew its subscription through Carahsoft Technology Corporation, which is Euna Solutions' partner, under the OMNIA Edu Contract #R191902.

Funding (if applicable):

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

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

Finance Director's approval:

☐ Yes ☐ No ☐ N/A

Staff Recommendation:

Staff recommends approving this one year subscription.

City Manager's approval: _____

☒ Yes ☐ No ☐ N/A

Comments:

City Attorney's approval: _____

☒ Yes ☐ No ☐ N/A

GOVERNMENT - PRICE QUOTATION**CARASOFT TECHNOLOGY CORP**

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
 WWW.CARASOFT.COM | EunaSolutions@Carahsoft.com

carahsoft.

TO: Ana Hernandez
 Mobility and Special Projects Director
 City of Harlingen
 24200 FM 509
 Harlingen, TX 78550 USA

FROM: Mandi Queen
 Euna Solutions at Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: ahernandez@harlingentx.gov

EMAIL: Mandi.Queen@carahsoft.com

PHONE: (956) 216-5242

PHONE: (571) 662-3051

FAX: (703) 871-8505

TERMS: OMNIA Software Solutions and Services contract: R240303
 Term: January 1, 2025 - December 31, 2027
 FTIN: 52-2189693
 Shipping Point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Sales Tax May Apply

QUOTE NO: 53107828
QUOTE DATE: 12/08/2025
QUOTE EXPIRES: 02/28/2026
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$9,931.00
TOTAL QUOTE: \$9,931.00

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
ANNUAL RENEWAL					
1	PRE-B50100M-1-1195aa	Grants Network Grantee Pre-Award - Between \$50-100 Million - Annual EUNA Solutions, inc - PRE-B50100M-1 Start Date: 03/01/2026 End Date: 02/28/2027	\$5,785.50 COOP	1	\$5,785.50
2	PRES-B50100M-1-1195aa	Grants Network Grantee Pre-Award - State Research - Between \$50-100 Million - Annual City: Grantee Pre-Award Add-on State Grants EUNA Solutions, inc - PRES-B50100M-1 Start Date: 03/01/2026 End Date: 02/28/2027	\$3,265.50 COOP	1	\$3,265.50
3	GN-USR-1-1195aa	Grants Network - Users - Per User, Annual Full EUNA Solutions, inc - GN-USR-1 Start Date: 03/01/2026 End Date: 02/28/2027	\$220.00 COOP	4	\$880.00
ANNUAL RENEWAL SUBTOTAL:					\$9,931.00
SUBTOTAL:					\$9,931.00
TOTAL PRICE:					\$9,931.00
TOTAL QUOTE:					\$9,931.00

Period of Performance: 03/01/26 - 02/28/27

Please add the Contract # on the PO
 Contract Number: OMNIA - EDU SW : R191902

By Issuing a Purchase Order against this quote, customer agrees to the Terms of Service at the link below: <https://eunasolutions.com/eula/>

**AGENDA ITEM
EXECUTIVE SUMMARY**

7(d)

Meeting Date: **February 18, 2026**

Agenda Item:

Consideration and possible action to approve a resolution authorizing the Special Projects Director to submit a grant application to the Office of the Governor Operation Lonestar Grant Program (OLS) FY 2027. Attachment (*Special Projects Department*).

Prepared By: Ana Hernandez, Mobility & Special Projects Director

Brief Summary:

The Office of the Governor's Homeland Security Grants Division has issued a funding announcement for the Operation Lone Star Grant Program. The program's purpose is to enhance interagency border security operations supporting Operation Lone Star, including the facilitation of directed actions to deter and interdict criminal activity. State funds for these projects are authorized under the Texas General Appropriations Act, Article I, for Trusted Programs within the Office of the Governor.

The city plans to apply for funding to cover personnel overtime and the purchase of equipment to enhance border security activities. There is no match required. The grant is effective from 09/01/2026 – 08/31/2027.

Funding (if applicable):

Are funds specifically designated in the current budget for the full amount (Yes/No):

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

Finance Director's approval (Yes/No/NA):

Staff Recommendation:

Staff recommends that we submit an application.

City Manager approval:

GG

Comments:

City Attorney's approval:



RESOLUTION No. 2026 - ____

A RESOLUTION OF THE CITY OF HARLINGEN, TEXAS, AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR OPERATION LONE STAR GRANT PROGRAM (OLS) FY 2027

WHEREAS, the Office of the Governor's Homeland Security Grants Division, through its Fiscal Year 2026 Operation Lone Star Grant Program (OLS), is soliciting grant applications for projects that support OLS, whose program's purpose is to enhance interagency border security operations to deter and interdict criminal activity; and,

WHEREAS, the City of Harlingen finds it in the best interest of the citizens of Harlingen, that the City utilize its local law enforcement personnel in a state-led and unified strategy to respond to the increased presence and threat of organized crime, narcotics, human trafficking, and violent crimes within; and,

WHEREAS, the Harlingen City Commission agrees that in the event of loss or the misuse of the Texas Office of the Governor funds, the Harlingen City Commission assures that the funds will be returned to the Office of the Governor in full; and,

WHEREAS, the City Commission designates the Mobility & Special Projects Director as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the City of Harlingen.

WHEREAS, the City Commission designates the Finance Director as the grantee's financial officer. The financial officer is given the power to submit financial and/or programmatic reports or alter a grant on behalf of the applicant agency.

NOW, THEREFORE, BE IT RESOLVED that the Harlingen City Commission approves the submission of the grant application to the Office of the Governor Operation Lonestar Grant Program (OLS) FY 2027

CONSIDERED AND ADOPTED this __ day of ____ 2026 at a Regular Meeting of the Elective Commission of the City of Harlingen, Texas, at which a quorum was present, and which was held in accordance with Government Code Chapter 551, as amended.

Grant Number: 5498702

CITY OF HARLINGEN

Norma Sepulveda, Mayor

ATTEST:

Mayra Herrera, City Secretary

7(c)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **February 18, 2026**

Agenda Item:

Consideration and possible action to approve a resolution authorizing the Special Projects Director to submit a grant application to the Office of the Governor Operation Stonegarden Solicitation – FY 25. Attachment (*Special Projects Department*).

Prepared By: Ana Hernandez, Mobility & Special Projects Director

Brief Summary:

The Harlingen Police Department will utilize allocated Operation Stonegarden funding for personnel overtime and the purchase of a marked police vehicle to provide additional manpower in a state-led and unified strategy to respond to the increased presence and threat of organized crime, terrorism, and violent crimes within our borders. There are no matching funds required.

Breakdown of Funding Allocation:

Personnel Overtime: \$170,000

Vehicle Purchase: \$95,000.00

Total Award: \$265,000.00

The grant cycle is from 3/1/2026 through 2/28/2027.

Funding (if applicable):

Are funds specifically designated in the current budget for the full amount (Yes/No):

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

Finance Director's approval (Yes/No/NA):

Staff Recommendation:

Staff recommends that we submit an application.

City Manager approval:



Comments:

City Attorney's approval:



RESOLUTION NO. 2026 - ____

**A RESOLUTION OF THE CITY OF HARLINGEN, TEXAS, AUTHORIZING THE
SUBMISSION OF A GRANT TO THE OFFICE OF THE GOVERNOR
OPERATION STONEGARDEN SOLICITATION – FY25**

WHEREAS, the City of Harlingen finds it in the best interest of the citizens of Harlingen, Texas, and the region that the City of Harlingen utilize its local law enforcement personnel in a state-led and unified strategy to respond to the increased presence and threat of organized crime, terrorism and violent crimes within our borders and;

WHEREAS, the Harlingen City Commission agrees that in the event of loss or the misuse of the Texas Office of the Governor funds, the Harlingen City Commission assures that the funds will be returned to the Office of the Governor in full; and,

WHEREAS, the City Commission designates the Mobility & Special Projects Director as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the City of Harlingen.

WHEREAS, the City Commission designates the Finance Director as the grantee's financial officer. The financial officer is given the power to submit financial and/or programmatic reports or alter a grant on behalf of the applicant agency.

NOW, THEREFORE, BE IT RESOLVED that the Harlingen City Commission approves the submission of the grant application to the Office of the Governor Operation Stonegarden Solicitation – FY 25.

CONSIDERED AND ADOPTED this __ day of ____ 2026 at a Regular Meeting of the Elective Commission of the City of Harlingen, Texas, at which a quorum was present, and which was held in accordance with Government Code Chapter 551, as amended.

Grant Number: 3186911

CITY OF HARLINGEN

Norma Sepulveda, Mayor

ATTEST:

Mayra Herrera, City Secretary

7(8)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **February 18, 2026**

Agenda Item:

Consideration and possible action to approve a resolution authorizing the Special Projects Director to submit a grant application to the FY26 Texas Department of Transportation – Operation Slowdown Program. Attachment (*Special Projects Department*).

Prepared By: Ana Hernandez, Mobility & Special Projects Director

Brief Summary:

The Texas Department of Transportation – Operation Slowdown Program will help fund overtime costs for the Harlingen Police Department for providing additional manpower in a two-week state-led and unified strategy to increase enforcement and adjudication of traffic safety-related laws to reduce fatal and serious injury crashes. The two week enforcement period is from 07/18/2026 – 08/02/2026.

There is a 20% matching requirement for this grant.

Funding (if applicable):

Are funds specifically designated in the current budget for the full amount (Yes/No):

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

Finance Director's approval (Yes/No/NA):

Staff Recommendation:

Staff recommends we submit an application.

City Manager approval:



Comments:

City Attorney's approval:



RESOLUTION No. 2026 - ____

A RESOLUTION OF THE HARLINGEN CITY COMMISSION AUTHORIZING THE SUBMISSION OF A GRANT TO THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE FY 2026 OPERATION SLOWDOWN GRANT PROGRAM TO FUND OVERTIME COSTS FOR PROVIDING ADDITIONAL MANPOWER TO ENHANCE AND IMPROVE COMMUNITY AND HIGHWAY SAFETY.

WHEREAS, the grant program is authorized under the Texas Department of Transportation for the FY 2026 Operation Slowdown Program; and

WHEREAS, the City of Harlingen finds it in the best interest of the citizens of Harlingen, Texas, and the region to apply for funding from the Texas Department of Transportation to fund overtime costs and operating expenses to increase enforcement and reduce speed crashes, crash-related injuries, and death; and

WHEREAS, the Harlingen City Commission agrees to provide any applicable matching funds for the said project as required by the FY 2026 Operation Slowdown Grant Program; and,

WHEREAS, the City Commission of the City of Harlingen designates the Mobility & Special Projects Director as the authorized official to apply for, accept, reject, alter, or terminate the grant on behalf of the City of Harlingen.

NOW, THEREFORE, BE IT RESOLVED that the Harlingen City Commission approves the submission of the grant application to the Texas Department of Transportation to fund overtime for the Harlingen Police Department.

CONSIDERED AND ADOPTED this __ day of ____ 2026 at a Regular Meeting of the Elective Commission of the City of Harlingen, Texas, at which a quorum was present, and which was held in accordance with Government Code Chapter 551, as amended.

Grant Number: 2026-Harlingen-OpSlow-00024

CITY OF HARLINGEN

Norma Sepulveda, Mayor

ATTEST:

Mayra Herrera, City Secretary

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **February 18, 2026**

Agenda Item:

Consideration and possible action to approve a resolution authorizing the City Manager to submit an application to the AARP Community Challenge Grant Program Flagship Grant. Attachment. (*Special Projects Department*).

Prepared By: Ana Hernandez, Mobility & Special Projects Director

Brief Summary:

The 2026 AARP Community Challenge Grant Program consists of three separate grants: Flagship Grants, Capacity-Building Microgrants, and Demonstration Grants. All submitted projects must be for livability projects, with a focus on meeting the needs of adults age 50 or older, throughout the United States to accelerate community change. The Flagship Grant allows communities to create vibrant public places. Therefore the best grant for the purpose of the mural is said grant. The AARP will notify all applicants if they have been selected for funding via email by May 2026.

Funding (if applicable):

Are funds specifically designated in the current budget for the full amount (Yes/No):

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

Finance Director's approval (Yes/No/NA):

Staff Recommendation:

Staff recommends approval of this resolution.

City Manager approval: 

Comments:

City Attorney's approval:



RESOLUTION NO. 2026 - ____

CONSIDERATION AND POSSIBLE ACTION TO APPROVE A RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION TO THE AARP COMMUNITY CHALLENGE GRANT PROGRAM FLAGSHIP GRANT

WHEREAS, the AARP has released its 2026 AARP Community Challenge Grant Program for the purpose of investing grant funds for livability projects, with a focus on meeting the needs of adults age 50 or older, throughout the United States to accelerate community change; and

WHEREAS, the City of Harlingen finds it in the best interest of the citizens of Harlingen to allow the submission of a Flagship grant for up to \$15,000 for the purpose of funding a mural; and

WHEREAS, the Harlingen City Commission agree to any terms and conditions set by the Flagship Grant including allowing the submission of a grant that will create vibrant public places; and,

WHEREAS, the City Commission designates City Manager as the grantee's authorized official. The authorized official will accept, reject, alter, or terminate the grant on behalf of the City of Harlingen.

NOW, THEREFORE, BE IT RESOLVED that the Harlingen City Commission approves the submission of the grant application to AARP's Community Challenge Grant Program Flagship Grant.

CONSIDERED AND ADOPTED this 18th day of February 2026 at a Regular Meeting of the Elective Commission of the City of Harlingen, Texas, at which a quorum was present, and which was held in accordance with Government Code Chapter 551, as amended.

CITY OF HARLINGEN

Norma Sepulveda, Mayor

ATTEST:

Mayra Herrera, City Secretary

South Texas Emergency Care Foundation, Inc.
1705 Vermont St
Harlingen TX 78550



CITY OF HARLINGEN EMS CALL SUMMARY

Reporting Period: October 1, 2025 – December 31, 2025

REPORT BASED ON THE CONTRACT TERMS

- Total of STEC's emergency and non-emergency responses to calls originating in Harlingen for the reporting period
- Total number of emergency responses originating in Harlingen which did not result in the transport of a patient
- Date and general nature of the calls
- Average response time by STEC for emergency calls, which resulted in a transport of a patient, together with any explanation for response times exceeding 10 minutes
- For non-emergency transports, explanation of response times exceeding 45 minutes measured from the scheduled time, if any, of patient pick-up or from the time of dispatch for transports without a scheduled time of patient pick-up

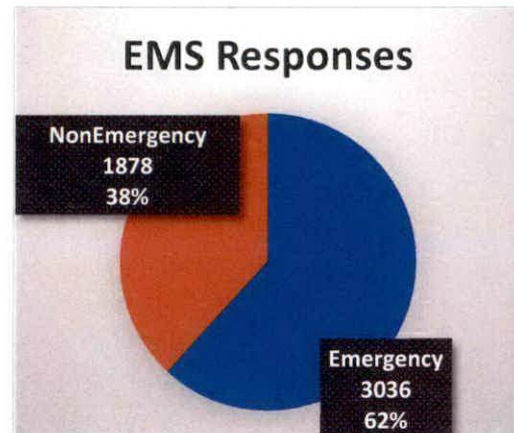
Under the contract, STEC is not required to include in this report any information which STEC is prohibited from disclosing by any federal or state law or regulation including HIPAA or applicable provisions of the Texas Health and Safety Code (the "Code"). For that reason, this report includes summaries of information and does not include information regarding any individual emergency or non-emergency response by STEC which might enable a patient to be identified.

STEC is a "covered entity" as that term is defined in the Code and in the regulations promulgated under HIPAA. Although STEC has taken care in this report not to identify individual patients or to include information regarding individual responses which might be used to identify individual patients, this report does contain information that reflects health care provided to individuals by STEC (i.e., protected health information as defined by the Code). Section 552.002(d) of the Texas Government Code (the "Texas Public Information Act" or the "Act") excludes protected health information from the requirements of the Act.

Additionally, this report includes proprietary information which reveals STEC's work, staffing, internal operations, and processes which would give advantage to competitors. The information relates to services provided by STEC to patients and, pursuant to separate contracts, to hospitals, skilled nursing facilities, and other health care providers.

City of Harlingen EMS Responses:

- Total EMS Responses: 4,914
- Total Emergency Responses: 3,036
(Average of 33 Responses per day)
- Total Non-Emergency Responses: 1,878
(Average of 20 Responses per day)

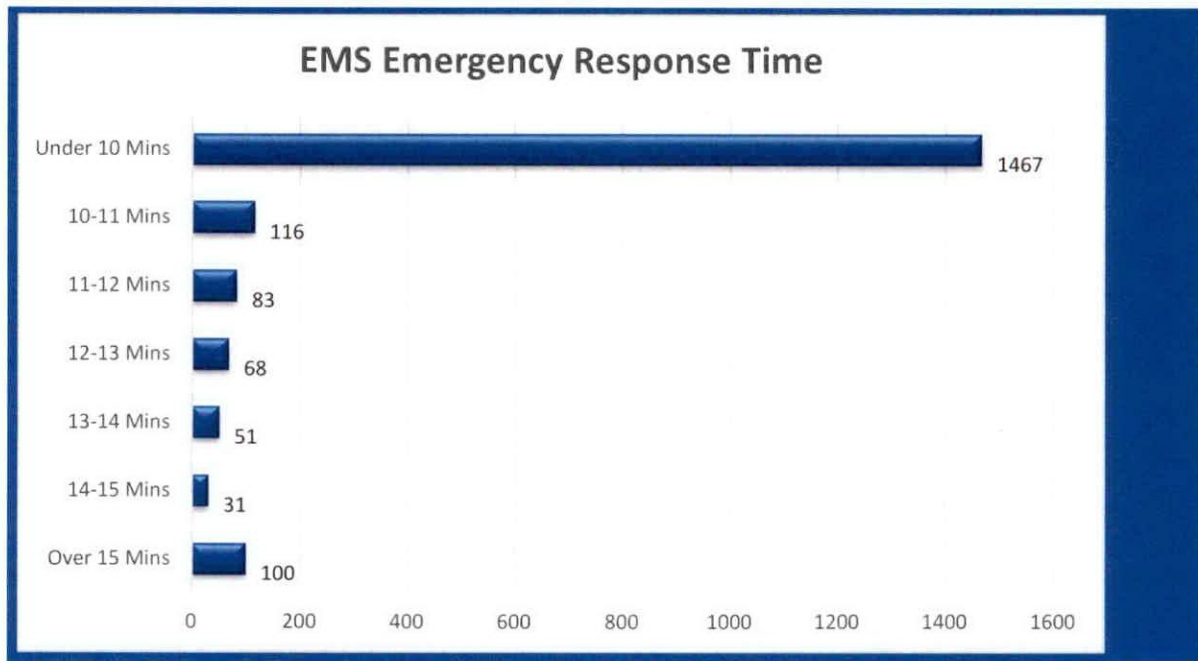


Emergency Response Time Statistics:

- Overall Average Emergency Response Time, which Resulted in a Transport of a Patient: 8:20 Minutes
- 952 or 31.3% of all Emergency Responses were either canceled before STEC arrived at the scene or resulted in a non-transport of the patient ¹
- Number of Responses at 10 minutes or less resulting in the transport of a patient: 1,467
- Total number of Responses at 10 minutes or less, which were either canceled before STEC arrived at the scene or did not result in transport of a patient: 693 or 22.8% of all Emergency Responses during the reporting period
- Number of Responses Over 10 Minutes (excluding responses that did not result in the transport of a patient): 419 or 13.8% of all Emergency Responses during the reporting period. Of those 362 responses, 313 or 74.7% resulted from causes beyond STEC's control.
- The average of all Emergency Responses over 10 minutes, which resulted in the transport of a patient, was 12:58 minutes

¹ A non-transport may occur if (i) the condition of the patient is resolved at the scene and no longer requires transport, (ii) the patient refuses transport, (iii) the patient has left the scene before STEC's arrival, (iv) the patient is deceased at the scene or before STEC arrives at the scene, or (v) a variety of other reasons.

South Texas Emergency Care Foundation, Inc.
 1705 Vermont St
 Harlingen TX 78550



SUMMARY OF DATES AND NATURE OF ALL EMERGENCY AND NON-EMERGENCY CALLS

<u>Date</u>	<u>Number of Calls</u>	<u>Date</u>	<u>Number of Calls</u>
10/1/2025	58	10/16/2025	51
10/2/2025	55	10/17/2025	46
10/3/2025	45	10/18/2025	62
10/4/2025	41	10/19/2025	36
10/5/2025	48	10/20/2025	47
10/6/2025	53	10/21/2025	42
10/7/2025	62	10/22/2025	55
10/8/2025	41	10/23/2025	52
10/9/2025	54	10/24/2025	52
10/10/2025	73	10/25/2025	48
10/11/2025	39	10/26/2025	43
10/12/2025	35	10/27/2025	53
10/13/2025	46	10/28/2025	56
10/14/2025	64	10/29/2025	56
10/15/2025	41	10/30/2025	58
		10/31/2025	59
		Total	1571

South Texas Emergency Care Foundation, Inc.
 1705 Vermont St
 Harlingen TX 78550



<u>Date</u>	<u>Number of Calls</u>	<u>Date</u>	<u>Number of Calls</u>
11/1/2025	43	11/16/2025	40
11/2/2025	37	11/17/2025	50
11/3/2025	49	11/18/2025	57
11/4/2025	52	11/19/2025	76
11/5/2025	70	11/20/2025	64
11/6/2025	56	11/21/2025	69
11/7/2025	71	11/22/2025	52
11/8/2025	50	11/23/2022	48
11/9/2025	49	11/24/2025	61
11/10/2025	46	11/25/2025	55
11/11/2025	47	11/26/2022	49
11/12/2025	70	11/27/2025	26
11/13/2025	74	11/28/2025	54
11/14/2025	51	11/29/2025	63
11/15/2025	62	11/30/2025	46
		Total	1637

<u>Date</u>	<u>Number of Calls</u>	<u>Date</u>	<u>Number of Calls</u>
12/1/2025	45	12/16/2025	56
12/2/2025	48	12/17/2025	50
12/3/2025	61	12/18/2025	60
12/4/2022	64	12/19/2025	59
12/5/2025	53	12/20/2025	60
12/6/2025	65	12/21/2025	43
12/7/2025	67	12/22/2025	67
12/8/2025	52	12/23/2022	67
12/9/2025	53	12/24/2025	51
12/10/2025	61	12/25/2025	31
12/11/2025	65	12/26/2025	66
12/12/2025	61	12/27/2025	50
12/13/2025	59	12/28/2025	48
12/14/2025	32	12/29/2025	49
12/15/2025	47	12/30/2025	54
		12/31/2025	62
		Total	1706

South Texas Emergency Care Foundation, Inc.
 1705 Vermont St
 Harlingen TX 78550



Nature of Calls at Dispatch:

Nature of Call at Dispatch	Totals	Percent of Totals
Abdominal Pain/Problems	108	2.2%
Airmedical Transport	6	0.1%
Allergies/Hives/Med Reactions/Stings	19	0.4%
Animal Bites/Attacks	6	0.1%
Assault/Rape	85	1.7%
Back Pain (Non-traumatic)	14	0.3%
Breathing Problems	253	5.1%
Burns/Explosion	1	0.0%
Carbon Monoxide/Inhalation/HazMat	1	0.0%
Cardiac/Respiratory Arrest	39	0.8%
Chest Pain	169	3.4%
Choking	6	0.1%
Convulsions/Seizures	119	2.4%
Diabetic Problems	40	0.8%
Eye Problems/Injuries	8	0.2%
Falls/Back Injuries (Traumatic)	390	7.9%
Fire	6	0.1%
Headache	13	0.3%
Heart Problems	22	0.4%
Heat/Cold Exposure	2	0.0%
Hemorrhage/Lacerations	51	1.0%
Medical Alarm	33	0.7%
No Other Appropriate Choice	18	0.4%
Overdose/Ingestion/Poisoning	47	1.0%
Pregnancy/Childbirth/Miscarriage	13	0.3%
Psychiatric/Suicide Attempt	72	1.5%
Sick Person (Specific Diagnosis)	976	19.9%
Stab/Gunshot Wound	2	0.0%
Standby	64	1.3%
Stroke (CVA)	61	1.2%
Traffic Accidents	291	5.9%
Traumatic Injuries (Specific)	39	0.8%
Transfer/Interfacility/Palliative Care	1800	36.6%
Unconscious/Fainting (Non-traumatic)	89	1.8%
Unknown Problem (Man Down)	40	0.8%
Well Person Check	11	0.2%
Total	4914	100%



EMS RESPONSE TIME EXPLANATION OVER 10 MINUTES

	Trips	% of Total
Call Assigned During Crew Change	8	1.9%
Deconning Crew/Ambulance	2	0.5%
Directions/Unable to Locate	45	10.7%
Distance to Scene	58	13.8%
Fueling Ambulance	8	1.9%
Home/Building Not Clearly Identifiable	9	2.1%
Mechanical Issue-Unit, Equipment, etc.	17	4.1%
No Lights or Siren Approach	3	0.7%
Did Not Check Out At Scene	4	1.0%
Rendezvous Transport Unavailable	0	0.0%
Responded from Out-of-Zone	161	38.4%
Resupplying Ambulance for Compliance	17	4.1%
Route Obstruction (e.g., train, construction)	3	0.7%
Scene Safety (Not Secure for EMS)	5	1.2%
Security Gate/Door Obstruction	1	0.2%
Staff or Vehicle Preparation Issues	30	7.2%
Traffic	40	9.5%
Weather Conditions	8	1.9%
Total	419	100.0%

Conditions or Reasons Beyond STEC's Controls Total: 313 74.7%

The category labeled "Responded Out-of-Zone" includes those occasions when the ambulance (or ambulances) based at the station nearest to the scene is already responding to another call or delayed at a hospital and is not immediately available. On those occasions, STEC's dispatchers will assign the call to the next closest available ambulance and crew which will necessarily be at a greater distance from the scene.



EMS RESPONSE TIME EXPLANATION FOR NON-EMERGENCY RESPONSES OVER 45 MINUTES

Of the 1,878 nonemergency transports, no responses were more than 45 minutes from the appointment time threshold.

Of the 1,878 nonemergency transports, only 3 (less than 0.16%) exceeded the 45-minute response time threshold. The response times for this transport were due to circumstances beyond STEC's control. The trip and explanation are listed below.

<u>Date</u>	<u>Start Time</u>	<u>Stop Time</u>	<u>Response Time</u>	<u>Explanation</u>
11/24/2025	23:15:18	0:04:31	0:49:13	Ambulance Needed Fuel Before Transporting Patient
12/7/2025	17:54:21	18:47:05	0:52:44	Ambulance Needed to Resupply
12/16/2025	20:30:37	21:17:24	0:46:47	Ambulance Did Not Check Out At Scene

STEC has increased resources for non-emergency transports by adding a basic life support (BLS) ambulance and personnel which are available for seventy (70) hours per week. As a result, the additional resources, together with vehicles and personnel already dedicated primarily to non-emergency transports, have improved the timeliness and efficiency of STEC's responses and addressed concerns expressed by STEC and hospital and skilled nursing facility representatives.

Done

STAFF
RPTS

Mayra Herrera

From: Gabriel Gonzalez
Sent: Friday, February 6, 2026 10:33 AM
To: Mayra Herrera
Subject: FW: STEC EMS Quarterly Report Oct-Dec 2025
Attachments: Quarterly EMS Report-Oct Dec 2025 Final.pdf

Can you include the attached report and a copy of the email in the STEC Presentation for the City Commission.

From: Leonard Callier <LCallier@stec-ems.org>
Sent: Friday, February 6, 2026 8:42 AM
To: Gabriel Gonzalez <ggonzalez@harlingentx.gov>
Cc: Bill Aston <BAston@stec-ems.org>
Subject: STEC EMS Quarterly Report Oct-Dec 2025

Gabe,

Please find attached STEC's report relating to EMS services originating in Harlingen during the period from July 1 through September 30, 2025. The attached report includes the information required by the *Amended and Restated License Contract for Ambulance and Emergency Medical Services* contract, effective as of July 1, 2023.

Some of the highlights for October 1 through December 31, 2025, described in the attached report are:

- STEC responded to 4,914 calls for EMS services originating in Harlingen – 3,036 emergency responses and 1,878 non-emergency transports – an average of 53 calls per day. The total number of responses decreased by 91 responses over the last quarter.
- The average emergency response time, which resulted in the transport of a patient, was 08:20 minutes.
- Only 419 emergency responses resulting in patient transport were over 10 minutes, and at least 313 of those (highlighted and explained in the report) were due to circumstances not within STEC's control.
- The 419 emergency responses over 10 minutes were only 13.8% of the total STEC emergency responses during the quarterly reporting period.
- Of the 1,878 nonemergency transports, no responses were more than 45 minutes from the appointment time threshold.
- Of the 1,878 nonemergency transports, only 3 (less than 0.16%) exceeded the 45-minute response time threshold. The response times for this transport were due to circumstances beyond STEC's control.

If you intend to share this report or its contents with the Mayor and City Commissioners or any other city employees, please call their attention to the confidentiality issues described on page 1. For the

reasons explained in connection with last month's report, I have not forwarded a copy of this email or the attached report to Mark Sossi to avoid any potential violation of HIPAA or Texas confidentiality statutes.

If you have any questions about the attached report, please do not hesitate to contact Mr. Aston or me.

Best,

Leonard Callier
South Texas Emergency Care Foundation

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: February 18, 2026

Agenda Item:

Public hearing to participate in the Texas Enterprise Zone Program and nominate Harlingen Medical Center, Limited Partnership, 5501 South Expressway 77, Harlingen, Texas 78550 to the Office of the Governor as an Enterprise Project.

Prepared By (Print Name): Orlando Campos
Title: Chief Executive Officer

Signature:

Brief Summary:

Harlingen Medical Center, Limited Partnership, is requesting to be nominated as an Enterprise project from the City of Harlingen. The hospital plans to invest \$12.59 million over the 5-year designation period. The investment includes approximately \$9.60 million in building and facility improvement for the 35,000 SF buildout of the Clinic-Based Outpatient building. This includes structural and exterior upgrades, roofing improvements and modernization of core building system, and approximately \$2.99 million in medical equipment, mechanical, and operational system upgrades to support critical clinical functions and core hospital infrastructure.

The proposed revised language under the Texas Enterprise Program Ordinance (10-37) ensures full compliance with Chapter 2303 of the Texas Government Code. The amended ordinance includes the addition of the following language: "the City finds that it is in full compliance with Chapter 2303, Texas Government Code prior to nomination of an eligible business."

The ordinance recognizes the city's ability to nominate projects for the state's Texas Enterprise Project program and officially nominates Harlingen Medical Center, Limited Partnership for this program to the State of Texas.

Funding (if applicable):

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

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

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

Staff Recommendation:

Staff recommends approval.

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

Comments:

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



Harlingen Medical Center

February 4, 2026

Ms. Norma Sepulveda
City Mayor
City of Harlingen
118 E. Tyler Ave
Harlingen, TX 78550

Ms. Adriana Cruz
Executive Director
Office of the Governor
Economic Development & Tourism
Post Office Box 12428
Austin, Texas 78711-2428

Re: Project Description Letter for Harlingen Medical Center, Limited Partnership
City of Harlingen, Texas Enterprise Project Application
State Tax Identification Number: 1-56-2143518-7

Dear Ms. Sepulveda and Ms. Cruz:

Harlingen Medical Center, Limited Partnership ("HMC") is a wholly owned subsidiary of Prime Healthcare Services, Inc. ("Prime Healthcare"), a privately held, physician founded healthcare services company headquartered in Ontario, California. Founded in 2001, Prime Healthcare has grown into one of the nation's largest, award-winning health systems, operating 51 hospitals across 14 states and more than 360 outpatient locations, and serving over 600 communities nationwide with the support of more than 57,000 employees and affiliated physicians. Prime Healthcare reported an estimated revenues of approximately \$7.3 billion in 2024 and is committed to delivering high-quality, compassionate, patient centered care through evidence-based practices, strong clinical leadership, and continuous investment in community hospitals.

Since its establishment in 2002, HMC, located at 5501 South Expressway 77, Harlingen, Texas 78550, has become a critical provider of acute care healthcare services in South Texas. Following its acquisition by Prime Healthcare in December 2011 as the system's first hospital in Texas, the facility has continued to expand its role as a comprehensive, community based medical center serving the Rio Grande Valley. The Qualified Business Site ("QBS"), operating as HMC at the same address, functions as a full-service acute-care hospital delivering a broad spectrum of inpatient and outpatient services, including 24/7 emergency care, cardiovascular and stroke services, surgical specialties, diagnostic imaging, women's health, orthopedics, neurology, wound care, and rehabilitation services.

Over the next five years, HMC plans to invest approximately \$12.59 million at the Qualified Business Site. The investment includes approximately \$9.60 million in building and facility improvements for the 35,000 square foot buildout of the Clinic-Based Outpatient building. This includes structural and exterior upgrades, roofing improvements, and modernization of core

building system, and approximately \$2.99 million in medical equipment, mechanical, and operational system upgrades to support critical clinical functions and core hospital infrastructure.

Activity	Investment
Building & Facility Improvements	\$9.60 million
Medical Equipment, Mechanical & Operational Systems	\$2.99 million
Total Planned Capital Investment	\$12.59 million

HMC currently employs 928 employees, of which 468 are qualified full-time positions. These jobs meet the definition of a “retained job” in Texas Government Code § 2303.401(2) because they currently exist, provide and will continue to provide at least 1,820 hours of employment annually, and will be employment positions for the longer of the duration of the project’s designation period or three years after the expiration date of the claim period for receipt of state benefit. HMC expects to retain its existing level of employment as well as create an additional 10 new permanent jobs which will be certified for benefit.

Harlingen Medical Center facility is located at 5501 South Expressway 77, Harlingen, TX 78550 in Census Tract 118.01, Block Group 3, in the City of Harlingen with a 24.50% poverty level, as defined by the U.S. Block Group 2020 Census. HMC is targeting the hiring of twenty-five percent (25%) economically disadvantaged persons, veterans or enterprise zone residents for new or replacement personnel for certified jobs during its Enterprise Project designation.

HMC qualifies under Texas Government Code §2303.404 to receive an enterprise project designation because (1) it involves an expansion, renovation, or new construction; (2) it will be completed within the predetermined period of time not to exceed 5 years; (3) it utilizes an accounting system that allows for tracking of income and expenses related to their facility; and (4) it will maintain separate payroll and tax records of the business activity conducted at the qualified business site.

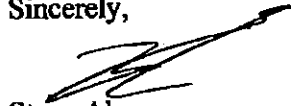
HMC demonstrates a strong commitment to community support through its Financial Assistance Programs, which provide free or discounted medically necessary healthcare services to qualifying low- and moderate-income individuals, including uninsured and underinsured patients. The program ensures access to emergency, urgent, and essential medical care for residents who may otherwise face financial barriers to treatment, regardless of insurance status. By alleviating the cost burden for vulnerable populations and expanding access to healthcare services in the Rio Grande Valley, HMC plays a critical role in improving community health outcomes and supporting the economic stability of the local workforce.

HMC is proud to be an integral part of the Harlingen community and looks forward to being an active participant, contributor, and corporate citizen. HMC looks forward to working with the Texas Enterprise Zone Program and the City of Harlingen in the coming years.

Ms. Norma Sepulveda
City of Harlingen
February 4, 2026
Page 3

Ms. Adriana Cruz
Office of the Governor
Economic Development and Tourism

Sincerely,

A handwritten signature in black ink, appearing to read 'Steve Aleman', with a stylized flourish extending from the end.

Steve Aleman
Chief Financial Officer
Prime Healthcare Services, Inc.

10(2)

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: February 18, 2026

Agenda Item:

Consideration and possible action to approve an ordinance on first reading, amending Ordinance No. 2025-10 to ensure full compliance with Chapter 2303 of the Texas Government Code.

Prepared By (Print Name): Orlando Campos
Title: Chief Executive Officer

Signature:

Brief Summary:

Harlingen Medical Center, Limited Partnership, is requesting to be nominated as an Enterprise project from the City of Harlingen. The hospital plans to invest \$12.59 million over the 5-year designation period. The investment includes approximately \$9.60 million in building and facility improvement for the 35,000 SF buildout of the Clinic-Based Outpatient building. This includes structural and exterior upgrades, roofing improvements and modernization of core building system, and approximately \$2.99 million in medical equipment, mechanical, and operational system upgrades to support critical clinical functions and core hospital infrastructure.

The proposed revised language under the Texas Enterprise Program Ordinance (2025-10) ensures full compliance with Chapter 2303 of the Texas Government Code. The amended ordinance includes the addition of the following language: "the City finds that it is in full compliance with Chapter 2303, Texas Government Code prior to nomination of an eligible business."

The ordinance recognizes the city's ability to nominate projects for the state's Texas Enterprise Project program and officially nominates Harlingen Medical Center, Limited Partnership for this program to the State of Texas.

Funding (if applicable):

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

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

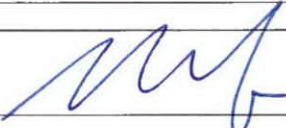
Finance Director's approval: ☐ Yes ☐ No ☐ N/A

Staff Recommendation:

Staff recommends approval.

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

Comments:

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

ORDINANCE No. _____

**AN ORDINANCE OF CITY OF HARLINGEN;
AUTHORIZING CITY OF HARLINGEN TO NOMINATE
HARLINGEN MEDICAL CENTER, LIMITED
PARTNERSHIP TO THE OFFICE OF THE GOVERNOR
ECONOMIC DEVELOPMENT AND TOURISM
("OOGEDT") THROUGH THE ECONOMIC
DEVELOPMENT BANK ("BANK") FOR DESIGNATION
AS A QUALIFIED BUSINESS AND ENTERPRISE
PROJECT ("PROJECT") UNDER THE TEXAS
ENTERPRISE ZONE PROGRAM UNDER THE TEXAS
ENTERPRISE ZONE ACT, CHAPTER 2303, TEXAS
GOVERNMENT CODE ("ACT").**

WHEREAS, CITY OF HARLINGEN (the "City") has previously passed Ordinance No. 2025-10 on February 19, 2025, and Ordinance 10-37 on August 18, 2010, electing to participate in the Texas Enterprise Zone Program, and the local incentives offered under this resolution are the same on this date as were outlined in Ordinance 2025-10 and 10-37,

WHEREAS, the City adopted Ordinance No. 2025-10 on February 19, 2025, reaffirming its participation in the Texas Enterprise Zone Program and establishing that future program nominations of Texas State Enterprise Projects ("TEZ Projects") may be approved by resolution pursuant to Sec. 2303.4051(f) of the Texas Government Code ("Code"), provided that such projects meet those requirements in accordance with Chapter 2303 of the Code; and

WHEREAS, the local incentives offered under this Resolution are the same on this date as were outlined in Ordinance No. 2025-10 and 10-37; and

WHEREAS, the Office of the Governor Economic Development and Tourism (OOGEDT) through the Economic Development Bank (the "Bank") will consider HARLINGEN MEDICAL CENTER, LIMITED PARTNERSHIP as an enterprise project pursuant to a nomination and an application made by the city.

WHEREAS, the City desires to pursue the creation of the proper economic and social environment in order to induce the investment of private resources in productive business enterprises located in the City and to provide employment to residents of enterprise zones, veterans, and to other economically disadvantaged individuals;

WHEREAS, pursuant to Chapter 2303, Subchapter F of the Texas Enterprise Zone Act, Texas Government Code (the "Act"), HARLINGEN MEDICAL CENTER, LIMITED PARTNERSHIP has applied to the city for designation as an enterprise project;

WHEREAS, the City finds that HARLINGEN MEDICAL CENTER, LIMITED PARTNERSHIP meets the criteria for designation as an enterprise project under Chapter 2303, Subchapter F of the Act on the following grounds:

1. HARLINGEN MEDICAL CENTER, LIMITED PARTNERSHIP is a "qualified business" under Section 2303.402 of the Act since it will be engaged in the active conduct of a trade or business at a qualified business site within the governing body's jurisdiction located in enterprise zone and at least twenty-five percent (25.0%) of the business' new employees will be residents of an enterprise zone, veterans, or economically disadvantaged individuals; and
2. There has been and will continue to be a high level of cooperation between public, private, and neighborhood entities within the area; and
3. The designation of HARLINGEN MEDICAL CENTER, LIMITED PARTNERSHIP as an enterprise project will contribute significantly to the achievement of the plans of the city for development and revitalization of the area.

WHEREAS, the City finds that HARLINGEN MEDICAL CENTER, LIMITED PARTNERSHIP meets the criteria for tax relief and other incentives adopted by the city and nominates HARLINGEN MEDICAL CENTER, LIMITED PARTNERSHIP for an enterprise project status on the grounds that it will be located at the qualified business site, will create a higher level of employment, economic activity, and stability; and

WHEREAS, the City finds that it is in the best interest of the City to nominate HARLINGEN MEDICAL CENTER, LIMITED PARTNERSHIP as an enterprise project pursuant to the Act.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CITY OF HARLINGEN:

That the findings of the City and its actions approving this resolution taken at the council meeting are hereby approved and adopted.

BE IT FURTHER RESOLVED that HARLINGEN MEDICAL CENTER, LIMITED PARTNERSHIP is a "qualified business", as defined in Section 2303.402 of the Act, and meets the criteria for designation as an enterprise project, as set forth in Section 2303, Subchapter F of the Act.

BE IT FURTHER RESOLVED that the enterprise project shall take effect on the date of designation of the enterprise project by OOGEDT and terminate five years from the date of designation.

PASSED BY THE CITY COMMISSION of CITY OF HARLINGEN this ____ day of February 2026

[CITY SEAL]

APPROVED:

Norma Sepulveda, Mayor

ATTEST:

Mayra Herrera, City Secretary

APPROVED AS TO FORM:

Mark Sossi, City Attorney

10(6)

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **February 18, 2026**

Agenda Item:

Consideration and possible action to approve an ordinance on first reading amending the City of Harlingen's budget for Fiscal Year 2026.

Prepared By (Print Name): Robert Rodriguez

Title: Finance Director

Signature: 

Brief Summary:

This budget amendment allocates funds for prior fiscal year unspent encumbrances, awards, grants, and other revenues and expenditures not included in the current fiscal year approved budget. Exhibit "A" displays total revenues, expenditures, and estimated fund balances by fund after the amendment. Exhibit "B" displays detailed changes in revenues and expenditures by account number.

General Fund –

Revenues increased by \$100,000

- \$100,000 Department Requests
 - Market Day Donation for Construction of Downtown public restrooms \$100,000

Expenses increased by \$4,962,248

- \$3,983,943 Encumbrance Rollovers
- \$ 978,305 Department Requests
 - Administration—LRGVDC 2026 Membership Dues \$13,491
 - Media & Communications—Car Allowance for Director \$3,600
 - Admin Services—CCAD draft was not mailed out until 10/3/25 \$78,120
 - Internal Auditor—Car Allowance effective Dec. 2025 \$2,000
 - Park and Recreation—Purchase LED lights for City Lake approved by CC on 12/3/25 \$49,990
 - Non-Departmental—380 Project Reimbursement \$146,000
 - Non-Departmental—BPS Rental & 380 Sales Tax \$210,000
 - +Non-Departmental—Principal Promissory Note for the land of Gloria Reyes Garcia \$55,700
 - Non-Departmental—Interest Promissory Note for the land of Gloria Reyes Garcia \$14,500
 - Public Buildings—Cover the abatement and demolition cost for the old PD building \$209,000
 - Public Buildings—Market Day Donation for Construction of Downtown public restrooms \$150,000
 - Building Inspections—Construction of new front desk approved by CC on 1/7/26 \$40,000
 - Non-Departmental—Transfer USTA reimbursement grant and matching funds to resurface Victor Park tennis courts \$5,904

Harlingen Downtown Fund – Restricted Fund –

Revenues Decreased by \$-50,000

- \$-50,000 Department Requests
 - Remove District tax assessment \$-50,000

Expenses Increased by \$40,000

- \$40,000 Department Requests
 - DID contribution Lozano Plaza Improvements including restroom facility and an outdoor Amphitheater \$40,000

CVB Fund – Restricted Fund –

Revenues increased by \$28,000

- \$28,000 Department Requests
 - Harlingen Marathon—cover increase in sponsors \$28,000

Expenses Increased by \$33,000

- \$33,000 Department Requests
 - Harlingen Marathon—cover costs of services \$33,000

Grant Award Fund – Restricted Fund –

Revenues Increased by \$8,478,965

- \$2,905,767 Grant revenue
 - HUD—Healthy Homes Grant \$1,000,007
 - Health— Year 4 of PHIG Grant \$234,127
 - TVC—Housing for Heros Grant \$500,000
 - TVC—Gen Assistance Program \$400,000
 - Health—Zoonosis Spay & Neuter Program \$9,029
 - Police—Operation Lone Star \$239,865
 - Parks—SECO Energy Efficient Retrofits Project \$225,577
 - Fire—Border Zone Fire Grant for radios \$100,962
 - Parks—USTA reimbursement grant and matching funds to resurface Victor Park tennis courts \$56,200
 - Engineering/DID—Lozano Plaza Improvement that includes restroom facility and an outdoor amphitheater \$140,000
 - Increase Revenue to cover Rollovers \$5,573,198

Expenses Increased by \$8,036,164

- \$5,270,961 Encumbrance Rollovers
- \$2,765,203 Awards and Grants
 - Police – Lonestar Grant award amount \$239,865
 - Fire – Border Zone Fire Grant Award to purchase portable radios \$100,962
 - Engineering/DID—Lozano Plaza Improvement that includes restroom facility and an outdoor amphitheater \$140,000
 - Parks—SECO Energy Efficient Retrofits Project \$225,577
 - Parks – USTA reimbursement grant and matching funds to resurface Victor Park tennis courts \$56,200
 - Health—Zoonosis Spay & Neuter Program \$9,029
 - Health—Year 4 of PHIG grant \$93,563
 - Awards Program – HUD Healthy Homes Grant TXHHP0113-23 \$1,000,007
 - TVC—Housing for Heros Grant \$500,000
 - TVC—Gen Assistance Program \$400,000

State Forfeitures Fund –

Expenses increased by \$41,089

- \$ 41,089 Encumbrance Rollovers

Sponsorships Fund –

Revenues increase by \$1,000

- \$ 1,000 Department Requests
 - Funding Employee Service Award \$1,000

Expenses increased by \$10,900

- \$ 10,900 Department Requests
 - Employee Service Award Expenditures \$10,900

Animal Shelter Fund –

Revenues increase by \$20,000

- \$ 20,000 Department Requests
 - Funding for cat cages and spay & neuter services \$20,000

Expenses increased by \$156,680

- \$ 136,680 Encumbrance Rollovers
- \$ 20,000 Department Requests
 - Funding for cat cages and spay & neuter services \$20,000

Infrastructure Fund –

Expenses increased by \$878,610

- \$878,610 Encumbrance Rollovers

Sanitation Fund –

Expenses increased by \$1,701,432

- \$1,701,432 Encumbrance Rollovers

Harlingen Arts and Heritage Museum Fund –

Expenses increased by \$528

- \$ 528 Department Requests
 - Memberships for Museum \$528

Tony Butler Golf Course Fund –

Expenses increased by \$2,960

- \$2,960 Encumbrance Rollovers

Motor Vehicle/Warehouse Fund –

Expenses increased by \$6,792

- \$6,792 Encumbrance Rollovers

Total – Revenues increased by (\$8,577,965) - Expenditures increased by (\$15,870,403)

Funding (if applicable):

Are funds specifically designated in the current budget for the full amount for this purpose?

☐ Yes

☐ No*

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

Finance Director's approval:

☒ Yes

☐ No

☐ N/A

Staff Recommendation:

Staff recommends approval.

City Manager's approval:

C/G

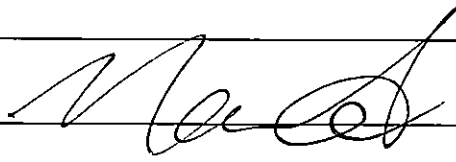
☒ Yes

☐ No

☐ N/A

Comments:

City Attorney's approval:

A handwritten signature in black ink, appearing to be 'M. A. D.', is written over the signature line.☒

Yes

☐

No

☐

N/A

End (Page 6 of 6)

ORDINANCE NO. 2026-_____

AN ORDINANCE AMENDING THE REVENUE AND EXPENDITURE BUDGET FOR THE CITY OF HARLINGEN, TEXAS, FOR FISCAL YEAR OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026. PROVIDING FOR PUBLICATION OF THE CAPTION OF THIS ORDINANCE, AND ORDAINING OTHER MATTERS RELATED TO THE FOREGOING.

WHEREAS, the City Manager of the City of Harlingen has prepared and presented to the City Commission Budget Amendment No. 1 for Fiscal Year October 1, 2025 through September 30, 2026; and

WHEREAS, amending the current fiscal year budget is desirable for clarity and is required by law: now therefore

BE IT ORDAINED BY THE CITY OF HARLINGEN:

SECTION I. That an amendment to the budget of the City of Harlingen, Texas for the fiscal year October 1, 2025 and ending September 30, 2026 (exclusive of the revenues and expenditures of the Harlingen Waterworks System, Valley International Airport, Harlingen Community Improvement Board Fund, Harlingen Economic Development Corporation Fund, and the Community Development Block Grant Fund) in the total amount of Eight Million, Five Hundred Seventy-Seven Thousand, Nine Hundred Sixty-Five Dollars (\$8,577,965) in revenues and Fifteen Million, Eight Hundred Seventy Thousand, Four Hundred Three Dollars (\$15,870,403) in expenditures is hereby adopted. A summary of the budget adopted is hereby attached to this Ordinance and incorporated herein as Exhibit A and the complete detailed budget adopted by this Ordinance is incorporated herein by reference and shall be made available for public inspection at the office of the City Secretary during regular business hours.

SECTION II. That the City Manager of the City of Harlingen, Texas, is hereby authorized to increase the budget by the amount of purchase orders outstanding as of September 30, 2025.

SECTION III. That the City Manager of the City of Harlingen, Texas, is hereby authorized to increase the budget by the amount of funds recovered for repair or replacement of property or equipment damaged by others.

SECTION IV. That the City Secretary of the City of Harlingen, Texas is hereby authorized and

directed to cause a true and correct copy of the caption of this Ordinance to be published in a newspaper having general circulation in the City of Harlingen, Cameron County, Texas.

FINALLY ENACTED THIS _____ day of _____, 2026 at a regular meeting of the Elective Commission of the City of Harlingen, Texas at which a quorum was present and which was held in accordance with TEXAS GOVERNMENT CODE, TITLE 5, SUBTITLE A., CHAPTER 551.

CITY OF HARLINGEN

Norma Sepulveda, Mayor

ATTEST:

Mayra Herrera, City Secretary

Exhibit B City of Harlingen Budget Amendment No. 1 <i>Fiscal Year 2026</i>						
General Ledger Account Number						Description
Awards and Grants						
Department Requests						
Prior Year Encumbrances						
Total						
GENERAL FUND						
Revenues						
Misc - Outside Sources / Miscellaneous Donations	001-0000-371.55-00		100,000		100,000	Market Day Donation for Construction of Downtown public restrooms.
Total General Fund Revenues		\$ -	\$ 100,000	\$ -	\$ 100,000	
Expenditures						
Srvcs & Chrgs - General / Dues,Memberships & Subscr	001-1001-401.30-30		13,491		13,491	Lower Rio Grande Valley Development Council 2026 Membership Dues
Media & Communications - Personnel Services - Pay / Car Allowance	001-1301-414.10-08		3,600		3,600	Car Allowance for Media & Communications Director
Admin Services-Srvcs & Chrgs - General / Appraisal District Fees	001-1399-413.30-17		78,120		78,120	CCAD draft was not mailed out until 10/3/25
Internal Auditor-Personnel Services - Pay / Car Allowance	001-1401-425.10-08		2,000		2,000	EAF for Car Allowance for Internal Auditor effective 12/1/25
Police - Supplies - General / Uniform & Safety Supplies	001-3010-501.20-20			697	697	Rollover PO#094967 Galls
Police - Supplies - General / Uniform & Safety Supplies	001-3010-501.20-20			1,725	1,725	Rollover PO#095429 Utility Associates, Inc.
Police - Supplies - General / Uniform & Safety Supplies	001-3010-501.20-20			2,184	2,184	Rollover PO#095260 Galls
Police - Supplies - General / Uniform & Safety Supplies	001-3010-501.20-20			1,911	1,911	Rollover PO#095312 Symbolarts
Police - Supplies - General / Bullet Proof Vests	001-3010-501.20-21			4,029	4,029	Rollover PO#095551 Galls
Police - Supplies - Misc / Miscellaneous Supplies	001-3010-501.29-99			722	722	Rollover PO#095714 Tri-Tech Forensics, Inc
Police- Srvcs & Chrgs - Maint / Internal Service Charges	001-3010-501.31-51			9,815	9,815	Rollover PO#092785 Matt Brown Auto Body Shop
Police - Capital Outlay / Motor Vehics & Heavy Equi	001-3010-904.80-32			60,000	60,000	Rollover Balance of funds for Deuce and a half approved by CC on 5/7/25
Police - Capital Outlay / Motor Vehics & Heavy Equi	001-3010-904.80-32			344,376	344,376	Rollover PO#091769-LENCO Armored Vechicles
Fire - Supplies - General / Equipment Non-Capital	001-3510-511.20-80			3,291	3,291	Rollover PO#095554 Delta Industrial Service & Sup
Fire - Supplies - General / Equipment Non-Capital	001-3510-511.20-80			2,425	2,425	Rollover PO#095561 NAFECO
Fire - Srvcs & Chrgs - Maint / Buildings Maintenance	001-3510-511.31-11			31,012	31,012	Rollover PO#093240 Bridgenet Communication
Fire - Capital Outlay / Motor Vehics & Heavy Equi	001-3510-904.80-32			1,902,992	1,902,992	Rollover PO#095643 Siddons Martin Emergency Group
Fire - Capital Outlay / Motor Vehics & Heavy Equi	001-3510-904.80-32			38,440	38,440	Rollover remainder funds for High Water Rescue Vehicles approved by CC on 5/7/25
Engineering - Srvcs & Chrgs - General / Professional Services	001-5005-602.30-10			5,572	5,572	Rollover PO#089993 PSI Professional SVC IND.
Engineering - Srvcs & Chrgs - General / Professional Services	001-5005-602.30-10			18,348	18,348	Rollover PO#093080 Millennium Engineers Group, IN
Engineering - Srvcs & Chrgs - General / Professional Services	001-5005-602.30-10			3,886	3,886	Rollover PO#094366 L & G Consulting Engineers, INC
Engineering - Srvcs & Chrgs - General / Professional Services	001-5005-602.30-10			12,531	12,531	Rollover PO#094498 PSI Professional SCV IND
Engineering - Srvcs & Chrgs - General / Professional Services	001-5005-602.30-10			4,662	4,662	Rollover PO#095433 PSI Professional SCV IND
Engineering - Srvcs & Chrgs - General / Professional Services	001-5005-602.30-10			1,773	1,773	Rollover PO#085394 Earthco, LLC
Engineering - Srvcs & Chrgs - General / Regis., Travel & Training	001-5005-602.30-31			3,000	3,000	Rollover PO#091614 Soard Solutions, LLC
Engineering - Capital Outlay / Imprvmnts Other Than Bldgs	001-5005-903.80-21			16,600	16,600	Rollover PO#088093 TEDSI Infrastructure Group
Public Works - Supplies - General / Street Materials	001-5015-612.20-70			3,435	3,435	Rollover PO#095944 Trantex
Public Works - Supplies - General / Street Materials	001-5015-612.20-70			17,664	17,664	Rollover PO#095563 Royal Concrete Products, LLC
Public Works - Supplies - General / Street Materials	001-5015-612.20-70			323	323	Rollover PO#093285 Sealmaster Houston
Public Works - Supplies - Misc / Miscellaneous Supplies	001-5015-612.29-99			3,689	3,689	Rollover PO#095746 Doggett Heavy Machinery
Public Works - Supplies - Misc / Miscellaneous Supplies	001-5015-612.29-99			1,993	1,993	Rollover PO#095925 CMC Construction

General Ledger Account Number						Awards and Grants	Department Requests	Prior Year Encumbrances	Total	Description
HARLINGEN DOWNTOWN FUND										Remove District tax assessment
Revenues										
Interest - Assessments / Special Assessments	107-0000-362.01-00			(50,000)				(50,000)		
Total Harlingen Downtown Fund Revenues		\$	-	\$	(50,000)	\$	-	\$	(50,000)	
Expenditures										
Other Finan Uses-Transfer / To Award Prgm-Restrct Fu	107-9999-991.91-15			40,000				40,000	Lozano Plaza Improvements that include a restroom facility and an outdoor amphitheater.	
Total Harlingen Downtown Fund Expenditures		\$	-	\$	40,000	\$	-	\$		40,000
HARLINGEN CONVENTION & VISITORS BUREAU										
Revenues										
CVB - Sponsors / Harlingen Marathon	119-0000-371.05-05			28,000				28,000	CVB 2026 Harlingen Marathon increased in sponsors.	
Total Harlingen Convention Center Fund Expenditures		\$	-	\$	28,000	\$	-	\$		28,000
Expenditures										
CVB - Srvcs & Chrgs- Misc / Hgn Marathon	119-6504-654.39-70			33,000				33,000	CVB 2026 Harlingen Marathon cover costs of services	
Total Harlingen Convention Center Fund Expenditures		\$	-	\$	33,000	\$	-	\$		33,000
GRANT AWARDS FUND- RESTRICTED										
Revenues										
Intergovt - Federa / HUD-Healthy Homes Grant	120-0000-350.01-00		99,957					99,957	HUD Healthy Homes Grant TXHHP0113-23	
Intergovt - Federa / HUD-Healthy Homes Grant	120-0000-350.01-00		900,050					900,050	HUD Healthy Homes Grant TXHHP0113-23	
Federal Pass Thru / TWDB HUC 10 Flood Protect	120-0000-350.35-13					779,164		779,164	Rollover PO#081687 Civil Systems Engineering, INC	
Federal Pass Thru / Hgn Multi Terminal LRGVDC	120-0000-350.35-15					155,754		155,754	Rollover PO#082263 Gignac & Associates	
Engineering Awards Program - Federal Pass Thru / TDEM 5th & 7th Strm Drain	120-0000-350.35-19					2,664,906		2,664,906	Rollover PO#095572 Go Underground, LLC	
MIS-Federal Pass Thru / Multifactor Cybrsec Grant	120-0000-350.35-22					10,973		10,973	Rollover PO#095232 Cisco Systems Capital Corp.	
Admin. - Federal Pass Thru / Coronavirus Fiscal Recove	120-0000-350.35-26					491,440		491,440	Rollover PO#83561,83664,84489,84490,85166,85194,91684,93978	
Health-Federal Pass Thru / TX DSHS Public Health Inf	120-0000-350.35-30		234,127					234,127	Year 4 of PHIG Grant	
Federal / US DOT - RAISE Grant	120-0000-350.36-02					634,113		634,113	Rollover PO#090312 Civil Systems Engineering, INC	
TX Veterans Commission / Housing for TX Heroes	120-0000-351.02-01		500,000					500,000	TVC Housing for Heros Grant	
TX Veterans Commission / General Assistance Progrm	120-0000-351.02-02		400,000					400,000	TVC Gen Assistance Program	
Health-Intergovt - State / Zoonosis Spay & Neuter Pr	120-0000-351.03-00		9,029					9,029	Spay/Neuter Services provided by Dr. Mitchell at Arroyo Vet.	
Police - Intergovt - State / Operation Lone Star	120-0000-351.04-00		239,865					239,865	Lonestar Grant #5498701 09/01/25-08/31/26 Approved by CC 10/20/25	
Park-Intergovt - State / TX Compt Public Acc SECO	120-0000-351.05-00		225,577					225,577	SECO Energy Efficient Retrofits project	
Fire - Intergovt - State / Border Zone Fire Grant	120-0000-351.45-00		100,962					100,962	Office of Govrn FY 2026 Border Zone Fire Departments Grant-purchase portable radios	
Fire - Intergovt - State / Border Zone Fire Grant	120-0000-351.45-00					82,404		82,404	Rollover PO#094710 Texas Premier Communications	
Parks - HEB / Tennis Court Renovations	120-0000-353.01-01		10,746					10,746	USTA reimbursement grant and matching funds to resurface Victor Park tennis courts	
Parks - USTA / Tennis Court Resurfacing	120-0000-353.03-01		33,750					33,750	USTA reimbursement grant and matching funds to resurface Victor Park tennis courts	
Lozano Plaza-Outside Sources / General Donations	120-0000-371.17-00		100,000					100,000	Lozano Plaza Improvements that include a restroom facility and an outdoor amphitheater	
Outside Sources / Harling Housing Authority	120-0000-371.23-00					598,058		598,058	Rollover PO#092362 RGV Asphalt, LLC	
General Fund / TDEM Jefferson St Storm	120-0000-391.01-07					13,580		13,580	Rollover PO#080476 TEDSI Infrastructure Group	
Parks Award Programs - General Fund / USTA Tennis Courts Resurf	120-0000-391.01-24		5,904					5,904	USTA reimbursement grant and matching funds to resurface Victor Park tennis courts	
DID-Transfer In From / Downtown Improv District	120-0000-391-03-00		40,000					40,000	Lozano Plaza Improvements that include a restroom facility and an outdoor amphitheater	
Parks Award Programs - Tennis Court Fund / USTA Tennis Courts Resurf	120-0000-391.13-24		5,800					5,800	USTA reimbursement grant and matching funds to resurface Victor Park tennis courts	
	120-0000-XXX.XX-XX					142,806		142,806	Rollover PO#077600 G & G Contractors	
Total Grant Awards Fund - Restricted Revenues		\$	2,905,767	\$	-	\$	5,573,198	\$	8,478,965	

	General Ledger Account Number	Awards and Grants	Department Requests	Prior Year Encumbrances	Total	Description
<u>Expenditures</u>						
MIS-Srvcs & Chrgs - Maint / Software Maintenance	120-2223-422.31-41			10,973	10,973	Rollover PO#095232 Cisco Systems Capital Corp.
Police Awards Programs - Personnel Services - Pay / Overtime	120-3027-501.10-03	109,130			109,130	Lonestar Grant #5498701 09/01/25-08/31/26 Approved by CC 10/20/25
Police Awards Programs - Supplies - General / Equipment Non-Capital	120-3027-501.20-80	27,000			27,000	Lonestar Grant #5498701 09/01/25-08/31/26 Approved by CC 10/20/25
Police Awards Programs - Capital Outlay / Miscellaneous Equipment	120-3027-904.80-34	103,735			103,735	Lonestar Grant #5498701 09/01/25-08/31/26 Approved by CC 10/20/25
Fire Award Programs - Capital Outlay / Miscellaneous Equipment	120-3514-904.80-34			82,404	82,404	Rollover PO#094710 Texas Premier Communications
Fire Award Programs - Capital Outlay / Miscellaneous Equipment	120-3514-904.80-34	100,962			100,962	Office of Govrn FY 2026 Border Zone Fire Departments Grant-purchase portable radios
Engineering - Capital Outlay / Drainage Projects TDEM Jefferson Street	120-5006-903.80-40			13,580	13,580	Rollover PO#080476 TEDSI Infrastructure Group
Engineering - Capital Outlay / Drainage Projects	120-5007-903.80-40			2,664,906	2,664,906	Rollover PO#095572 Go Underground, LLC
Engineering - Capital Outlay / Buildings	120-5009-902.80-11	90,000			90,000	Lozano Plaza Improvements that include a restroom facility and an outdoor amphitheater
Engineering - Capital Outlay / Imprvmnts Other Than Bldgs	120-5009-903.80-21	50,000			50,000	Lozano Plaza Improvements that include a restroom facility and an outdoor amphitheater
CDBG - Capital Outlay / Imprvmnts Other Than Bldgs	120-5023-903.80-21			598,058	598,058	Rollover PO#092362 RGV Asphalt, LLC
Engineering- Capital Outlay / Imprvmnts Other Than Bldgs	120-5058-903.80-21			331,876	331,876	Rollover PO#090312 Civil Systems Engineering, INC
Engineering - Srvcs & Chrgs - General / Professional Services	120-5059-602.30-10			779,164	779,164	Rollover PO#081687 Civil Systems Engineering, INC
Parks Awards Program - Srvcs & Chrgs - Misc / Miscellaneous Svcs & Chgs	120-6005-802.31-21	225,577			225,577	SECO Energy Efficient Retrofits project
Parks Award Programs - Capital Outlay / Imprvmnts Other Than Bldgs	120-6016-903.80-21			142,806	142,806	Rollover PO#077600 G & G Contractors
Parks & Recreation - Award Programs-Capital Outlay / Imprvmnts Other Than Bldgs	120-6040-803.31-21	56,200			56,200	USTA reimbursement grant and matching funds to resurface Victor Park tennis courts
Health-Srvcs & Chrgs - General / Professional Services	120-7209-721.30-10	9,029			9,029	Spay/Neuter Services provided by Dr. Mitchell at Arroyo Vet.
Health-Personnel Services - Pay / Salaries - Full-Time	120-7214-721.10-01	76,665			76,665	Year 4 of PHIG Grant
Health-Supplies - General / Office Supplies	120-7214-721.20-01	5,000			5,000	Year 4 of PHIG Grant
Health-Srvcs & Chrgs - General / Regis., Travel & Training	120-7214-721.30-31	10,898			10,898	Year 4 of PHIG Grant
Health-Srvcs & Chrgs - Maint / Software Maintenance	120-7214-721.31-41	1,000			1,000	Year 4 of PHIG Grant
Award Programs - Capital Outlay / Buildings	120-7220-902.80-11			155,754	155,754	Rollover PO#082263 Gignac & Associates
Award Programs - Capital Outlay / Drainage Projects	120-7241-903.80-40			26,100	26,100	Rollover PO#83561 Civil Systems Engineering
Award Programs - Capital Outlay / Drainage Projects	120-7241-903.80-40			36,590	36,590	Rollover PO#083664 Consor Engineers, LLC
Award Programs - Capital Outlay / Drainage Projects	120-7241-903.80-40			1,853	1,853	Rollover PO#084489 Sames, INC
Award Programs - Capital Outlay / Drainage Projects	120-7241-903.80-40			23,945	23,945	Rollover PO#084490 R. Gutierrez Engineering
Award Programs - Capital Outlay / Drainage Projects	120-7241-903.80-40			290,832	290,832	Rollover PO#085166 TEDSI Infrastructure Group
Award Programs - Capital Outlay / Drainage Projects	120-7241-903.80-40			15,900	15,900	Rollover PO#085194 HALFF Associates, INC
Award Programs - Capital Outlay / Drainage Projects	120-7241-903.80-40			46,550	46,550	Rollover PO#091684 Saenz Utility Contractors, LLC
Award Programs - Capital Outlay / Drainage Projects	120-7241-903.80-40			49,670	49,670	Rollover PO#093978 Trimad Constultants, LLC
Award Programs - Personnel Services - Pay / Salaries - Full-Time	120-8349-432.10-01	75,823			75,823	HUD Healthy Homes Grant TXHHP0113-23
Award Programs - Personnel Svcs - Benefits / City FICA	120-8349-432.11-01	4,701			4,701	HUD Healthy Homes Grant TXHHP0113-23
Award Programs - Personnel Svcs - Benefits / City Medicare	120-8349-432.11-02	1,099			1,099	HUD Healthy Homes Grant TXHHP0113-23
Award Programs - Personnel Svcs - Benefits / City TMRS	120-8349-432.11-11	5,687			5,687	HUD Healthy Homes Grant TXHHP0113-23
Award Programs - Personnel Svcs - Benefits / City Health Insurance	120-8349-432.11-21	12,497			12,497	HUD Healthy Homes Grant TXHHP0113-23
Award Programs - Personnel Svcs - Benefits / Life Insurance	120-8349-432.11-22	36			36	HUD Healthy Homes Grant TXHHP0113-23
Award Programs - Personnel Svcs - Benefits / Worker's Compensation	120-8349-432.11-31	114			114	HUD Healthy Homes Grant TXHHP0113-23
Award Programs-Srvcs & Chrgs - General / Professional Services	120-8349-432.30-10	200,000			200,000	HUD Healthy Homes Grant TXHHP0113-23
Award Programs-Srvcs & Chrgs - Misc / Healthy Homes Constructio	120-8349-742.39-70	700,050			700,050	HUD Healthy Homes Grant TXHHP0113-23
Award Programs-Services & Charges Misc. / TVC Prog Construction/Re	120-8350-743.39-71	500,000			500,000	TVC/Prog Construction/Repair
Award Programs-Services & Charges Misc. / Fin Hardship Uti/Rent/Mo	120-8351-743.39-45	400,000			400,000	TVC/ Fin Hardship Grant</

		General Ledger Account Number	Awards and Grants	Department Requests	Prior Year Encumbrances	Total	Description
STATE FORFEITURES							
<u>Expenditures</u>							
Police - State - Supplies - General / Uniform & Safety Supplies		133-3016-501.20-20			41,089	41,089	Rollover PO#094941 G.T. Distributors
Total State Forfeitures Fund Expenditures			\$ -	\$ -	\$ 41,089	\$ 41,089	
SPONSORSHIPS							
<u>Revenues</u>							
Outside Sources / Employee Service Awards		185-0000-371.83-00		1,000		1,000	Outside source received
Total Sponsorships Fund Revenues			\$ -	\$ 1,000	\$ -	\$ 1,000	
<u>Expenditures</u>							
Admin Services-Srvcs & Chrgs - Misc / Employee Service Awards		185-1399-413.39-90		10,900		10,900	Employee Service Award Expenditures
Total Sponsorships Fund Expenditures			\$ -	\$ 10,900	\$ -	\$ 10,900	
HEALTH-ANIMAL SHELTER							
<u>Revenues</u>							
Health-Donations/Contributions / Animal Shelter		186-0000-371.51-03		20,000		20,000	cover cost of cat cages & spay/neuter program services
Total Health-Animal Shelter Fund Revenues			\$ -	\$ 20,000	\$ -	\$ 20,000	
<u>Expenditures</u>							
Health-Srvcs & Chrgs - General / Professional Services		186-7217-729.29-99		2,000		2,000	cover cost of cat cages & spay/neuter program services
Health-Srvcs & Chrgs - General / Professional Services		186-7217-729.30-10		18,000		18,000	cover cost of cat cages & spay/neuter program services
Health-Srvcs & Chrgs - General / Professional Services		186-7217-729.30-10			130,000	130,000	Rollover PO#091666 Arroyo Veterinary Hospital
Health-Srvcs & Chrgs - General / Professional Services		186-7217-729.30-10			6,680	6,680	Rollover PO#092714 People Assisting Animal Control
Total Health-Animal Shelter Fund Expenditures			\$ -	\$ 20,000	\$ 136,680	\$ 156,680	
INFRASTRUCTURE FUNDS							
<u>Expenditures</u>							
Public Works - Maintenance - Street / Reseal & Overlay		397-5015-612.70-01			43,638	43,638	Rollover PO#089970 2GS, LLC DBA Earthworks
Public Works - Maintenance - Street / Reseal & Overlay		397-5015-612.70-01			25,731	25,731	Rollover PO#093937 Frontera Materials, INC.
Public Works - Maintenance - Street / Reseal & Overlay		397-5015-612.70-01			809,241	809,241	Rollover PO#093938 Uper Valley Materials, LLC
Total Infrastructure Fund Expenditures			\$ -	\$ -	\$ 878,610	\$ 878,610	
SANITATION FUND							
<u>Expenditures</u>							
Sanitation - Srvcs & Chrgs - Maint / Buildings Maintenance		402-5020-604.31-11			17,230	17,230	Rollover PO#095771 CQP Construction
Sanitation- Srvcs & Chrgs - Maint / Internal Service Charges		402-5020-604.31-51			500	500	Rollover PO#095880 Rush Truck
Sanitation - Capital Outlay / Motor Vehics & Heavy Equi		402-5020-904.80-32			692,590	692,590	Rollover PO#091743 Vanguard Truck Center-El Paso
Brush and Debris - Srvcs & Chrgs - General / Contract Labor		402-5022-604.30-60			2,123	2,123	Rollover PO#095507 Flexible Staffing
Brush and Debris - Srvcs & Chrgs - Maint / Internal Service Charges		402-5022-604.31-51			27,118	27,118	Rollover PO#095407 Doggett Freightliner of S. TX
Brush and Debris - Srvcs & Chrgs - Maint / Internal Service Charges		402-5022-604.31-51			40,867	40,867	Rollover PO#095408 Doggett Freightliner of S. TX
Brush and Debris - Capital Outlay / Motor Vehics & Heavy Equi		402-5022-904.80-32			566,830	566,830	Rollover PO#094365 Vanguard Truck Center-El Paso
Brush and Debris - Capital Outlay / Motor Vehics & Heavy Equi		402-5022-904.80-32			288,066	288,066	Rollover PO#094455 Doggett Freightliner of S. TX
Landfill - Srvcs & Chrgs - Maint / Buildings Maintenance		402-5027-604.31-11			7,699	7,699	Rollover PO#095771 CQP Construction
Landfill - Srvcs & Chrgs - Misc / Solid Waste Disposal		402-5027-604.39-38			120	120	Rollover PO#091847 City of McAllen
Landfill - Srvcs & Chrgs - Misc / Solid Waste Disposal		402-5027-604.39-38			48,511	48,511	Rollover PO#092371 City of Brownsville

	General Ledger Account Number	Awards and Grants	Department Requests	Prior Year Encumbrances	Total	Description
Landfill - Svcs & Chrgs - Misc / Miscellaneous Svcs & Chgs	402-5027-604.39-99			4,778	4,778	Rollover PO#092101 Texas Land Reclamation
Recycling - Svcs & Chrgs - Misc / Keep Harlingen Beautiful	402-5035-604.39-43			5,000	5,000	Rollover PO#095446 Angel Hernandez Art
Total Sanitation Fund Expenses		\$ -	\$ -	\$ 1,701,432	\$ 1,701,432	
HARLINGEN ARTS AND HERITAGE MUSEUM						
Exepenses						
Museum - Svcs & Chrgs - General / Dues,Memberships & Subscr	403-6301-825.30-30		528		528	Memberships for Museum
Total Harlingen Arts and Heritage Museum Expenses		\$ -	\$ 528	\$ -	\$ 528	
TONY BUTLER GOLF COURSE						
Exepenses						
Golf Course - Svcs & Chrgs - Maint / Imprvmts Other Than Bldgs	404-6052-806.31-21			2,960	2,960	Rollover PO#091403 57 Concrete LLC
Total Tony Butler Golf Course Expenses		\$ -	\$ -	\$ 2,960	\$ 2,960	
MOTOR VEHICLE/WAREHOUSE FUND						
Expenses						
Motor Vehicle/Warehouse - Svcs & Chrgs - General / Contract Labor	451-2235-423.30-60			6,792	6,792	Rollover PO#095699 Alamo Door Systems. Inc.
Total Motor Vehicle / Warehouse Fund Expenses		\$ -	\$ -	\$ 6,792	\$ 6,792	

Revenues	8,577,965
Expenditures	15,870,403

	Awards and Grants	Department Requests	Prior Year Encumbrances	Total
Revenue Column Totals	2,905,767	99,000	5,573,198	8,577,965
Expenditures Column Totals	2,765,203	1,082,733	12,022,467	15,870,403

Departmental Budget Projections and Requests
Department Request
Fiscal Year 2026

Exhibit A

178 Days of Operation

Fund	Unaudited Beginning Fund Balance	Projected Revenues	Requested Expenditures	Revenues Over(Under) Expenditures	Estimated Ending Fund Balance
General Fund	\$ 41,313,944	\$ 69,623,004	\$ 74,591,676	\$ (4,968,672)	\$ 36,345,272
Tennis Court	303,433	231,554	236,481	(4,927)	298,506
Hotel / Motel	3,948,235	1,852,000	1,207,521	644,479	4,592,714
Catastrophic Emergency	871,892	35,040	30,000	5,040	876,932
Downtown Improvement District	93,574	429,000	480,352	(51,352)	42,222
Free Trade Bridge	1,550,086	260,000	111,500	148,500	1,698,586
Convention and Visitors Bureau	191,971	734,062	746,965	(12,903)	179,068
Award Programs - Restricted	(2,822,834)	24,390,641	23,990,304	400,337	(2,422,497)
Public, Educational, and Governmental Programming	1,031,602	105,000	100,000	5,000	1,036,602
Harlingen Convention Center	1,638,386	36,000	-	36,000	1,674,386
Federal Forfeitures	1,057,353	350,000	330,000	20,000	1,077,353
State Forfeitures	117,028	146,000	181,089	(35,089)	81,939
Tax Increment Financing No. 1	998,343	422,000	500	421,500	1,419,843
Tax Increment Financing No. 2	4,103,898	613,000	500	612,500	4,716,398
Tax Increment Financing No. 3	1,281,590	861,000	500,500	360,500	1,642,090
Sponsorships Fund	78,166	164,000	150,900	13,100	91,266
Animal Shelter Fund	183,073	29,000	156,680	(127,680)	55,393
Debt Service	614,585	4,758,217	4,619,326	138,891	753,476
Infrastructure	2,438,124	1,605,000	2,394,810	(789,810)	1,648,314
Municipal Auditorium*	175,904	183,210	173,300	9,910	185,814
Sanitation/Sanitary Landfill*	3,860,119	11,135,000	12,966,575	(1,831,575)	2,028,544
Harlingen Arts and Heritage Museum*	39,964	227,265	230,795	(3,530)	36,434
Municipal Golf Course*	3,867,441	1,179,850	1,548,250	(368,400)	3,499,041
Motor Vehicle Warehouse*	1,104,387	2,620,000	2,458,509	161,491	1,265,878
Health Insurance	650,853	6,149,200	6,129,000	20,200	671,053
Lon C. Hill Memorial Library	92,213	34,500	69,000	(34,500)	57,713
Total	\$ 68,783,330	\$ 128,173,543	\$ 133,404,533	\$ (5,230,990)	\$ 63,552,340

*Working capital presented in place of fund balance.

1043

**AGENDA ITEM
EXECUTIVE SUMMARY**

Meeting Date: **February 4, 2026**

Agenda Item:

Consideration and possible action to approve an Ordinance on Second and Final Reading for the voluntary annexation and to establish the initial zoning of Planned Development ("PD") District to allow internal streets to have 50 feet R-O-W, with 32 foot wide paved roads, and for 135 out of 358 Residential, Single Family lots to be less than the required 6,000 square feet, for a property bearing a legal description of 35.754 acres out of a Part or Portion of Blocks 65, 66, and 72, and out of Reserved Horseshoe Lake, Lon C. Hill Subdivision, located south of Morris Road, approximately 2,095.97 feet southwest of South Ed Carey Drive. Applicant: Melden & Hunt, Inc. c/o Leonard P. Simmons III & Mary Beth Simmons

Prepared By: Ana Hernandez, AICP, CNU-A
Title: Planning and Development Director/
Special Projects Director

Signature: 

Brief Summary:

Project Timeline

- September 5, 2025 – Application for a rezoning submitted to the city. **(ATTACHMENT I)**
- November 5, 2025 – The variance request for the entrance distance was approved by the City Commission.
- November 20, 2025 – In accordance with State and local law, notice of required public hearings mailed to all property owners within 200 feet of subject tract.
- November 22, 2025 – In accordance with State and local law, notice of required public hearings published in the Valley Morning Star.
- December 9, 2025 – Public hearing to recommend the annexation and the rezoning by the Planning and Zoning Commission.
- December 17, 2025 – Public hearing and consideration of annexation and rezoning by the City Commission via First Ordinance Reading. City Commission denied the annexation and rezoning request.
- January 16, 2026 – In accordance with State and local law, notice of required public hearings mailed to all property owners within 200 feet of subject tract.
- January 17, 2026 – In accordance with State and local law, notice of required public hearings published in the Valley Morning Star.
- January 22, 2026 - In accordance with State law, notice of required public hearings mailed to public entities.
- January 22, 2026 - Revised Master Plan submitted to the City.
- February 4, 2026 – Public hearing and consideration of annexation and to establish initial zoning by the City Commission via First Ordinance Reading.
- February 18, 2026 – Consideration of annexation and to establish the initial zoning ordinance by the City Commission via Second and Final reading.

Summary

- Melden and Hunt on behalf of Leonard P. Simmons III, Mary Beth Simmons, Rhodes Development has requested the voluntary annexation of 35.754 acres of land. The property has frontage and is contiguous to the city limits via Morris Road. **(ATTACHMENT III).**
- Upon annexation, the property will be zoned Planned Development ("PD") District. The property owner is proposing a single-family residential development on the property.

- Water and sewer services for this property will be provided by the Harlingen Waterworks System.
- According to the original site plan submitted, the proposal includes 358 single-family residential lots, with 135 of those lots being smaller than the required 6,000 square feet. The setbacks will follow the standard requirements: 20 feet in the front, 5 feet on the sides, and 10 feet in the rear. The development will also include various green spaces and common areas throughout the project. A revised site plan was presented for consideration at the February 4, 2026, City Commission meeting and approved as per staff recommendation. Phase I, as depicted in the approved site plan, is for approximately 129 lots, of which 88 lots will be below 6,000 square feet. The original setbacks remain unchanged.
- The properties to the north and south are zoned Residential, Single-Family, while the properties to the east and west are in the County. Surrounding land uses include single-family residential homes in all directions, with additional vacant agricultural land to the west. **(ATTACHMENTS II AND IV).**
- The Future Land Use Plan component of the City of Harlingen Comprehensive Plan, named One Vision One Harlingen, shows this area as low-density residential. **(ATTACHMENT V).**
- Staff received two phone calls of inquiry to the Planned Development request, but no calls in opposition. Staff sent out 19 notices to the surrounding property owners within a 200-foot radius.
- The City of Harlingen Engineering, Building Inspections, and Fire Prevention Departments reviewed the proposed Planned Development site plan. The Fire Prevention Bureau, Engineering Department, and Building Inspections department have recommended approval, subject to compliance with all applicable codes and regulations. **(ATTACHMENT VII).**
- The subject annexation will require one public hearing and two readings of the ordinance. The timeline delineates the annexation and rezoning process.
- In 2025 the city has annexed 585.37 acres of land thus far. In 2024 the city annexed a total of 103.94 acres. In 2023, the city annexed 19.94 acres. In 2022, the city annexed 71.1 acres. In 2021, the city annexed 1.47 acres.
- The variance for the entrance distance was approved by the City Commission on November 5, 2025.
- The services agreement for the entire approximately 88 acres out of Blocks 65, 66, and 72, Lon C. Hill's Subdivision, City of Harlingen, Texas.

Funding (If applicable):

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

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

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

Staff Recommendation:

Staff recommends approval of the voluntary annexation and the establishment of initial zoning.

Comments:

City Manager's approval:

676

☒ Yes

☐ No

☐ N/A

City Attorney's approval

[Signature]

☒ Yes

☐ No

☐ N/A

Attachment I

CITY OF HARLINGEN PLANNING AND ZONING DIVISION MASTER APPLICATION

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address Morris Road Nearest Intersection Morris Road and S Ed Carey Drive
(Proposed) Subdivision Name Horseshoe Pointe Lot _____ Block _____
Existing Zoning Designation ETJ Future Land Use Plan Designation Low Density Residential

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent Mario Reyna, P.E. Phone (956) 381-0981 FAX _____
Email Address (for project correspondence only): mario@meldenandhunt.com eig@meldenandhunt.com
Mailing Address 115 W. McIntyre City Edinburg State TX Zip 78541
Property Owner Leonard P. Simmons III & Mary Beth Simmons Phone _____ FAX _____
Email Address (for project correspondence only): _____
Mailing Address _____ City _____ State _____ Zip _____

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

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

Please provide a basic description of the proposed project:

Master plan for a four-phased 390 single family home development

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

Applicant's Signature: [Signature] Date: 08/19/2025

Property Owner(s) Signature: See attached Authorization Date: _____

Accepted by: _____ Date: _____

Attachment I

RE-ZONING REQUEST SUBMITTAL CHECKLIST

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

Complete

- ☒ A metes and bounds description or survey plat of the tract(s) in which the re-zoning is requested.
 - ☒ A written statement describing the proposed use(s) of the subject property (can be provided on Master Application).
 - ☒ Any other information (elevation drawings, pictures, etc.) in support of the subject request.
-
- I understand that I am requesting an amendment to the City's Zoning Ordinance and it will not be scheduled for Planning and Zoning Commission review unless all items on this list are completed.
 - I understand that in accordance State law and the Zoning Ordinance, no later than ten (10) days prior to consideration by the Planning and Zoning Commission:
 - A notice will be published in the Valley Morning Star describing the request and the date, time, and location of the public hearing; and
 - Notices will be mailed to all property owners within 200 feet of the tract describing the request and the date, time, and location of the public hearing.
 - I understand that while all requirements for the submittal of a re-zoning request may be complete, the City Commission is the sole authority for the consideration and approval or denial of the request.

Owner: Mario Reyna, Authorized Agent Date 08/19/2025

Owner Address: _____

Phone/Fax: _____

Signature: 

Attachment I – Letter of Authorization

DocuSign Envelope ID: B704EE37-B523-49D6-EC35-6441DDAA9B4F

OWNER'S AUTHORIZATION

LEONARD P. SIMMONS, III; MARY BETH SIMMONS; and LEONARD SIMMONS FARMS, hereby authorize Mario A. Reyna, P.E., (Vice President) of Melden & Hunt, Inc., to sign all subdivision application(s) and related paperwork for the property described on Exhibit "A".

Leonard P. Simmons, III
LEONARD P. SIMMONS, III

12-13-2024
Date

Mary Beth Simmons
MARY BETH SIMMONS

12-13-2024
Date

LEONARD SIMMONS FARMS

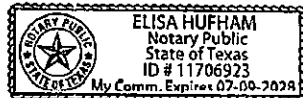
By: Leonard P. Simmons, III
Name: LEONARD SIMMONS FARMS
Title: managing partner

12-13-2024
Date

STATE OF TEXAS §
COUNTY OF CAMERON §

Before me, the undersigned authority, on this day personally appeared LEONARD P. SIMMONS, III, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration herein stated.

Given under my hand and seal of office, this the 13th day of December, 2024.



Elisa Hufham
Notary Public, State of Texas

Attachment II – Conditional Petition for Voluntary Annexation

NOW, THEREFORE, Petitioners hereby petition the City Commission of the City of Harlingen ("City Commission"), requesting full purpose annexation of the Property into the corporate boundaries of the City pursuant to Subchapter C-3, Chapter 43, Texas Local Government Code, upon the fulfillment of all conditions and occurrence of all events herein specified, and in support thereof would respectfully show as follows:

Section 1. Recitals Incorporated. The facts contained in the recitals to this Petition are true and correct and are incorporated herein by reference for all intents and purposes.

Section 2. Petitioners and the Property. In accordance with Subchapter C-3, Chapter 43, Texas Local Government Code:

- a. The Property made the subject of this Petition is entirely situated in the City's extraterritorial jurisdiction as required under TEX. LOC. GOV'T CODE § 43.014;
- b. Petitioners satisfy the requirement of TEX. LOC. GOV'T CODE § 43.0671, in that the owner(s) of the land comprising the Property are requesting annexation provided all the conditions contained in Subsections 3(a)–(g) below are fulfilled and occur; and
- c. Petitioners intend and seek to negotiate in good faith with the City to enter into a written agreement for the provision of municipal services to the Property.

Section 3. Conditions Precedent to Annexation. Petitioners further declare that this Petition is contractual in nature and the respective consent required for annexation hereunder is conditioned upon fulfillment and occurrence of the following:

- a. The City Commission passing and approving an ordinance establishing a Planned Development District ("PDD") over the Property (to be effective as to each Phase upon annexation of such Phase), with such PDD ordinance allowing for the uses and buildout of the site plan as generally depicted in Exhibit B, Harlingen, Tex., Code of Ordinances § 111-332(e);
- b. Owner(s) and Developer formally closing on a Phase of the Property;
- c. The City annexing the Property in phases rather than one single annexation of the entire Property, with any such annexation being strictly contingent upon the conditions precedent for said Phase having been met; and
- d. Should Developer fail to acquire any Phase of the Property, the annexation regarding only those non-acquired Phases shall be null and void.

Section 4. Effective Date of Future Annexation. Petitioners hereby petitions the City of Harlingen, Texas, to annex the Property in accordance with the above provisions of this Petition and Subchapter C-3, Chapter 43, Texas Government Code; and further request that, upon fulfillment and occurrence of all the conditions specified in **Section 3** above, this Petition be processed and presented for consideration and approval by the City Commission prior to final plat

Attachment II – Conditional Petition for Voluntary Annexation

approval by the City, but that the effective date of annexation be after the conditions in **Section 3** have been met.

Section 5. Public Hearing. Petitioner further requests, pursuant to TEX. LOC. GOV'T CODE § 43.0673, that prior to the City adopting an ordinance annexing any portion of the Property in accordance with this Petition, that the City hold a public hearing, at which persons interested in the annexation of the Property are given an opportunity to be heard, and provide notice of such public hearing as follows:

- a. Post notice of the hearing on the City's website on or after the twentieth (20th) day but before the tenth (10th) day before the date of the hearing, with such posted notice remaining on the City's website until after the date of the hearing; and
- b. Publish notice of the hearing in a newspaper of general circulation in the City at least once on or after the twentieth (20th) day but before the tenth (10th) day before the date of the hearing.

Section 6. Expiration of Petition. Notwithstanding anything contained herein to the contrary this Petition shall expire and become null and void if one or more of the conditions set forth in Subsection 3 above, are not fulfilled or have not occurred on or before December 31, 2045, or as otherwise provided by written instrument executed by the Petitioners.

[SIGNATURE & ACKNOWLEDGEMENT PAGE FOLLOWING]

Attachment II – Conditional Petition for Voluntary Annexation

EXECUTED and RESPECTFULLY SUBMITTED this 24th day of November 2025.

LEONARD P. SIMMONS, III,
Individually.

By: Leonard P. Simmons, III
Name: Leonard P. Simmons, III
Capacity: Owner
Date: 11/24/2025

MARY BETH SIMMONS,
Individually.

By: Mary Beth Simmons
Name: Mary Beth Simmons
Capacity: Owner
Date: 11/24/2025

LEONARD SIMMONS FARMS,
a Texas general partnership.

By: Leonard P. Simmons, III
Name: Leonard P. Simmons, III
Its: General Partner
Date: 11/24/2025

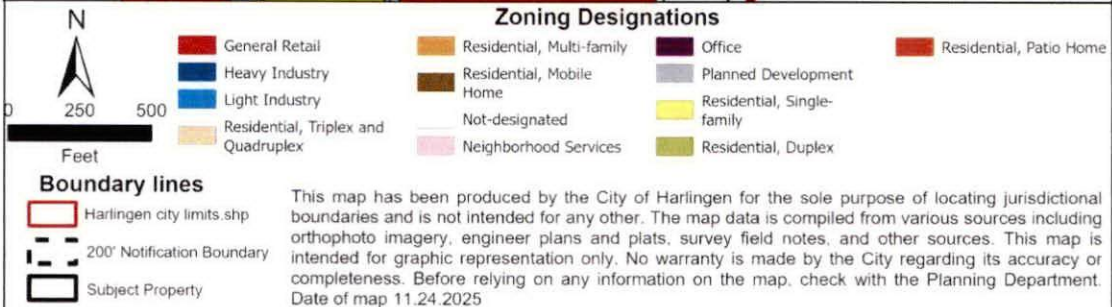
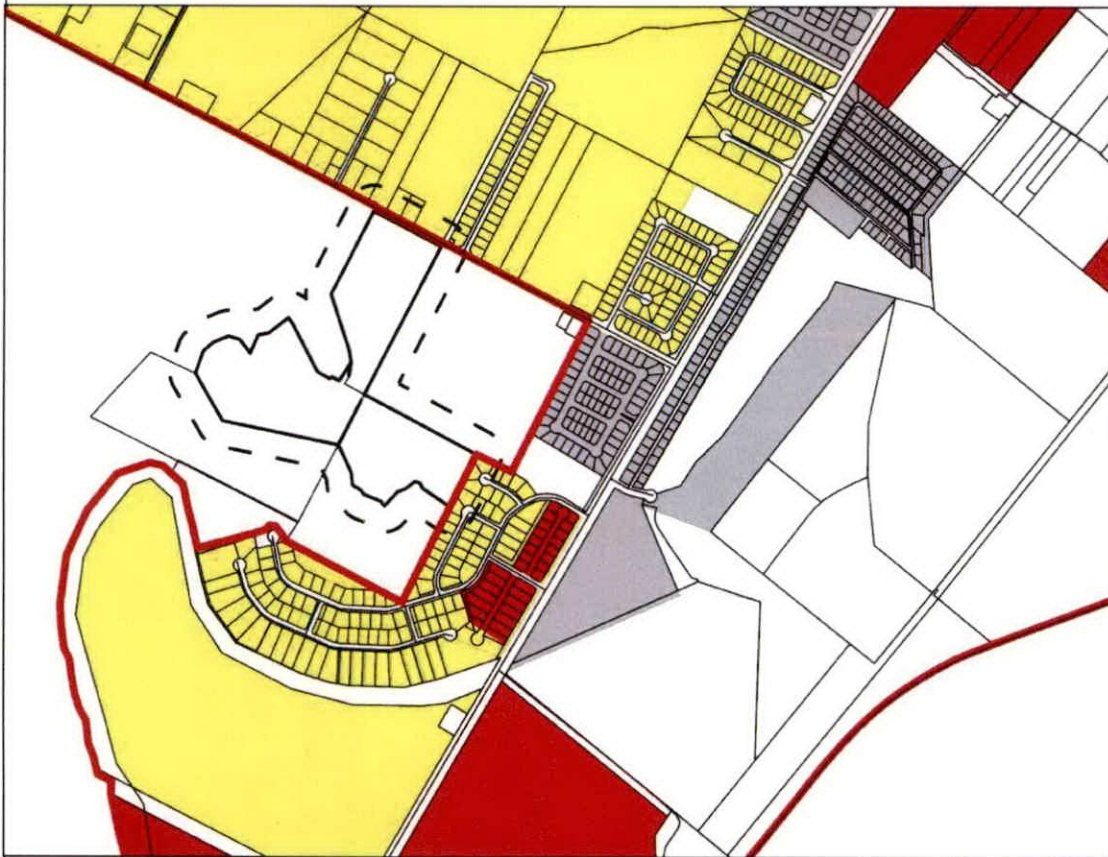
RHODES DEVELOPMENT, INC.,
a Texas corporation.

By: Brad Frisby
Name: Brad Frisby
Its: Vice President Land Development
Date: 12/1/2025

Attachment III



Request for the voluntary annexation and to establish the initial zoning of Planned Development ("PD") District to allow internal streets to have 50 feet R-O-W, and for 135 out of 358 Residential, Single Family lots to be less than then the required 6,000 square feet, for a property bearing a legal description of 35.754 acres out of a Part or Portion of Blocks 65, 66, and 72, and out of Reserved Horseshoe Lake, Lon C. Hill Subdivision, located south of Morris Road, approximately 2,095.97 feet southwest of South Ed Carey Drive. Applicant: Melden & Hunt, Inc. c/o Leonard P. Simmons III & Mary Beth Simmons



Attachment IV – Street View

View from Morris Road



Attachment V – Proposed Layout

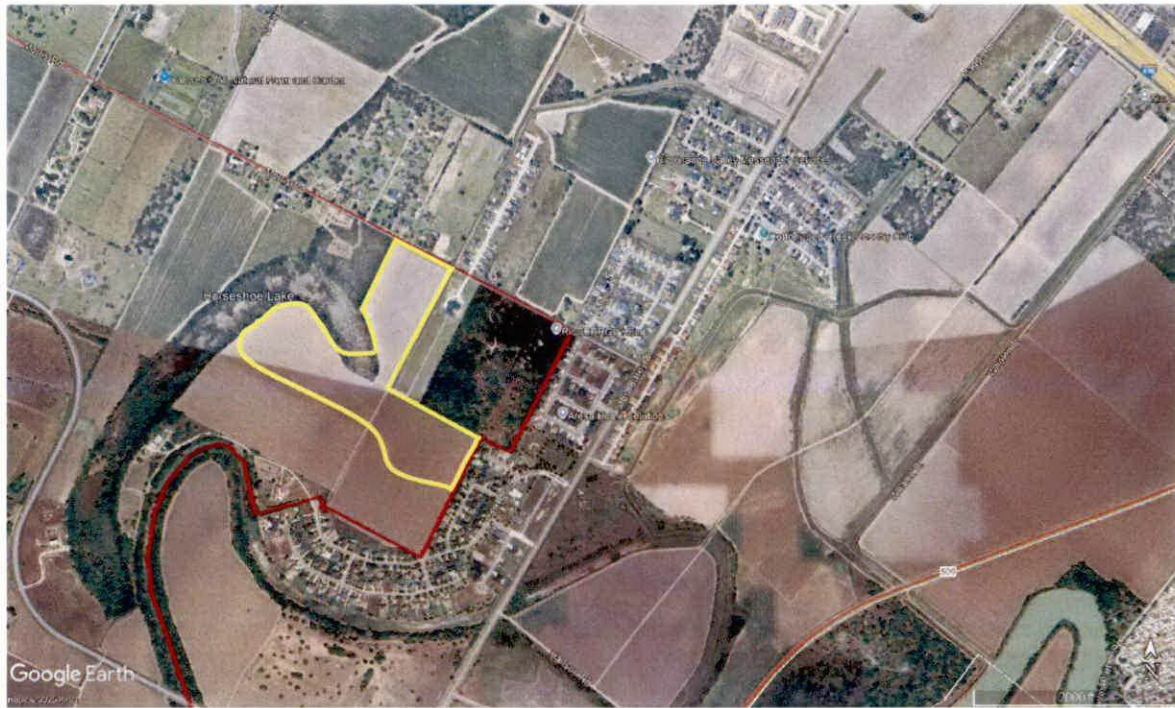
PDD LAYOUT

HORSeshoe POINte
MASteR SUBStitutiON

TNT GOLDEN GLOBE INC.

Attachment VI – Aerial View

AERIAL



Attachment VII – Fire Prevention



Planned Development (PD) Request Routing Slip

Applicant: Mario A. Reyna, P.E. (Melden & Hunt) c/o Leonard P. Simmons III & Mary Beth Simmons

Phone No.: (956) 381-0981

Location: Located south of Morris Road

Project Description: Request for the voluntary annexation and to establish the initial zoning of Planned Development ("PD") District to allow internal streets to have 50 feet R-O-W, and for 135 out of 358 residential lots to be less than then the required 6,000 square feet, for a property bearing a legal description of 35.754 acres out of a Part or Portion of Blocks 65, 66, and 72, and out of Reserved Horseshoe Lake, Lon C. Hill Subdivision, located south of Morris Road, approximately 2,095.97 feet southwest of South Ed Carey Drive. Applicant: Melden & Hunt, Inc. c/o Leonard P. Simmons III & Mary Beth Simmons

Department: Fire Prevention Bureau

Approval: X YES NO

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

Fire Marshal Juan Saucedo Jr.

Juan Saucedo Jr.

Date: December 2, 2025

Attachment VIII – Building Inspections



Planned Development (PD") District Routing Slip

Applicant: Mario A. Reyna, P.E. (Melden & Hunt) c/o Leonard P. Simmons III & Mary Beth Simmons

Phone No.: (956) 381-0981

Location: Located south of Morris Road

Project Description: Request for the voluntary annexation and to establish the initial zoning of Planned Development ("PD") District to allow internal streets to have 50 feet R-O-W, and for 135 out of 358 residential lots to be less than then the required 6,000 square feet, for a property bearing a legal description of 35.754 acres out of a Part or Portion of Blocks 65, 66, and 72, and out of Reserved Horseshoe Lake, Lon C. Hill Subdivision, located south of Morris Road, approximately 2,095.97 feet southwest of South Ed Carey Drive. Applicant: Melden & Hunt, Inc. c/o Leonard P. Simmons III & Mary Beth Simmons

Department: Building Permits and Inspections Department

Approval: ☐ YES ☐ NO ☒ PENDING

Comments: **If request is approved by the Planning Department, once construction is initiated, for each building, A Building Permit application, a site plan and sealed and signed windstorm engineer plans (minimum 140 mph wind speeds) must be submitted to the Building Department for review. The construction documents must comply with the 2024 Residential Building Code or the 2024 International Building Code and Family of Codes.**

Raul Rodriguez

Signature

12/01/2025

Date

Attachment IX - Engineering



Planned Development (PD) District Routing Slip

Applicant: Mario A. Reyna, P.E. (Melden & Hunt) c/o Leonard P. Simmons III & Mary Beth Simmons

Phone No.: (956) 381-0981

Location: Located south of Morris Road

Project Description: Request for the voluntary annexation and to establish the initial zoning of Planned Development ("PD") District to allow internal streets to have 50 feet R-O-W, and for 135 out of 358 residential lots to be less than then the required 6,000 square feet, for a property bearing a legal description of 35.754 acres out of a Part or Portion of Blocks 65, 66, and 72, and out of Reserved Horseshoe Lake, Lon C. Hill Subdivision, located south of Morris Road, approximately 2,095.97 feet southwest of South Ed Carey Drive. Applicant: Melden & Hunt, Inc. c/o Leonard P. Simmons III & Mary Beth Simmons

Department: _____

Approval: ☒ YES _____ NO

Comments:

All Construction plans submittals must comply with the latest City of Harlingen Construction standards for Drainage and Street Paving requirements.

Roberto Hernandez

Signature

12-04-2025

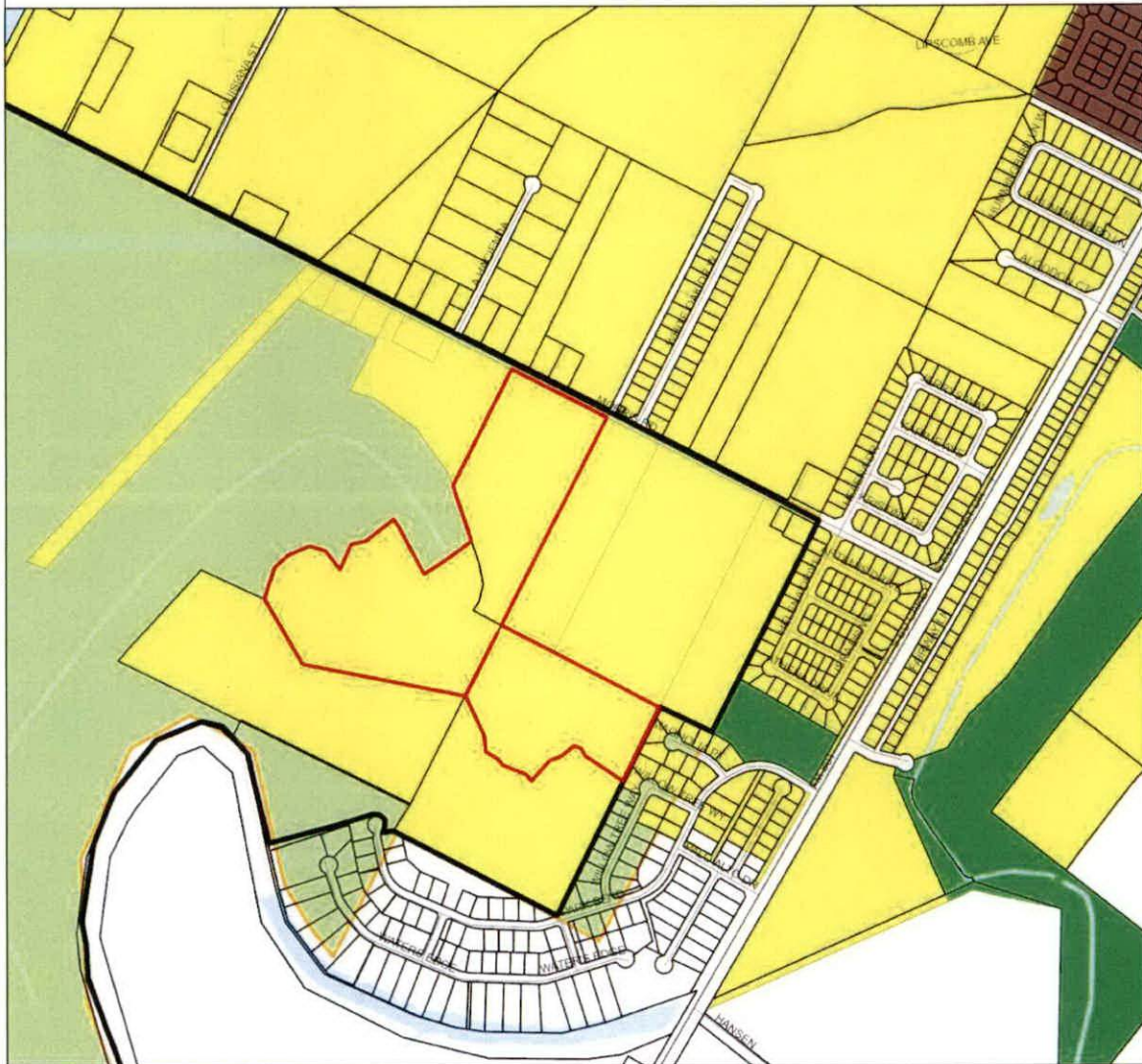
Date

Attachment X – Future Land Use Map



Future Land Use Map

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



Future Land Use

0 115 230
Feet

Boundary Lines

- Harlingen City Limits
- Subject Property

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

THIS MAP HAS BEEN PRODUCED BY THE CITY OF HARLINGEN FOR THE SOLE PURPOSE OF LOCATING JURISDICTIONAL BOUNDARIES AND IS NOT INTENDED FOR ANY OTHER PURPOSE. THE MAP DATA IS COMPILED FROM VARIOUS SOURCES INCLUDING ORTHOPHOTO IMAGERY, ENGINEERING PLANS AND PLATS, SURVEY FIELD NOTES AND OTHER SOURCES. THIS MAP IS INTENDED FOR GRAPHIC REPRESENTATION ONLY. NO WARRANTY IS MADE BY THE CITY OF HARLINGEN REGARDING ITS ACCURACY OR COMPLETENESS. BEFORE RELYING ON ANY INFORMATION ON THE MAP, CHECK WITH THE PLANNING DEPARTMENT.



**METES AND BOUNDS DESCRIPTION
OF A
88.30 ACRE TRACT (GROSS)
CALLED 0.128 ACRE TRACT (SAVE AND EXCEPT)
88.17 ACRE TRACT (NET)**

Being an 88.30 acre tract of land, more or less, out of Blocks 65, 66 and 72 in Lon C. Hill's Subdivision, Shares 8 and 9 of the Concepcion De Carricitos Grant, as recorded in Volume 2, Page 25 of the Map Records of Cameron County, Texas, said 88.30 acre tract being more particularly located and described as follows:

BEGINNING at the Northeast corner of said Block 65, said corner being in the intersection of the center line of Morris Road (existing 60 ft wide road right-of-way) with the center line of a 40 ft wide dedicated road right-of-way as shown on map of said Lon C. Hill's Subdivision, said corner being the Northernmost Northeast corner of this 88.30 acre tract;

THENCE, with the East line of said Block 65, same being the center line of said 40 ft wide dedicated road right-of-way, South 26 degrees 57 minutes 38 second West (recorded South 19 degrees 07 minutes West – Plat), a distance of 1,320.00 feet to a one-half inch iron rod found in the Northwest corner of said Block 72, for a corner of this 88.30 acre tract;

THENCE, with the North line of said Block 72, South 63 degrees 02 minutes 22 seconds East (recorded South 70 degrees 53 minutes East – Plat), a distance of 1,011.50 feet to the Northwest corner of Waters Edge Phase I subdivision as recorded in Cabinet 1, Slot 2313-A of the Map Records of Cameron County, Texas, a one-half inch iron rod found at South 26 degrees 55 minutes 49 seconds West, a distance of 0.65 feet from said corner, said corner being the Easternmost Northeast corner of this 88.30 acre tract;

THENCE, with the West line of said Water's Edge Phase I subdivision, South 26 degrees 55 minutes 49 seconds West (recorded South 19 degrees 07 minutes 00 seconds West – Plat), a distance of 489.27 feet to a one-half inch iron rod with a yellow plastic cap stamped "HALFF" set in the Southwest corner of said Water's Edge Phase I subdivision, same being the Northernmost Northwest corner of Water's Edge Phase II subdivision as recorded in Cabinet 1, Slot 2431-B of the Map Records of Cameron County, Texas, said corner being a corner of this 88.30 acre tract;

THENCE, continuing with the West line of said Water's Edge Phase II subdivision, South 26 degrees 54 minutes 30 seconds West (recorded South 26 degrees 54 minutes 52 seconds West – Plat), a distance of 831.13 feet to a one-half inch iron rod with a yellow plastic cap stamped "HALFF" set in the South line of said Block 72, said corner being an interior corner of said Waters Edge Phase II subdivision, said corner being the Southeast corner of this 88.30 acre tract;

60439.001 – M&B 88.17 Acre Tract

5000 W Military Hwy, McAllen, Texas 78503 | halff.com

Attachment XI – Metes & Bounds Description

Page 2 of 4

THENCE, with the South line of said Block 72, same being the North line of said Water's Edge Phase II subdivision, North 63 degrees 07 minutes 10 seconds West (recorded North 63 degrees 06 minutes 48 seconds West – Plat), a distance of 1,012.52 feet to a one-half inch iron rod found in the Southwest corner of said Block 72, said corner being in the East line of said Block 66, said corner being an interior corner of said Waters Edge Phase II subdivision, said corner being the Southeast corner of a called 24.06 acre tract conveyed to Elben Contracting, LLC. as recorded in Document Number 2018-11528 of the Official Records of Cameron County, Texas, said corner being in the center line of said 40 ft wide dedicated road right-of-way, said corner being a corner of this 88.30 acre tract;

THENCE, with the West line of said Block 72, same being the East line of said Block 66, same being the East line of said 24.06 acre tract, same being the center line of said 40 ft wide dedicated road right-of-way, North 26 degrees 57 minutes 38 seconds East (North 19 degrees 07 minutes East – Plat), a distance of 183.40 feet to a one-half inch iron rod with a yellow plastic cap stamped "MOORE 6370" found in the Northeast corner of said 24.06 acre tract, same being the Southeast corner of a called 23.305 acre tract conveyed to Leonard Simmons Farms as recorded in Document Number 2017-1591 of the Official Records of Cameron County, Texas, said corner being a corner of this 88.30 acre tract;

THENCE, with the North line of said 24.06 acre tract, same being the South line of said 23.305 acre tract, North 63 degrees 02 minutes 22 seconds West (recorded North 63 degrees 03 minutes 09 seconds East – Deed), a distance of 1,126.44 feet to a one-half inch iron rod with a yellow plastic cap stamped "HALFF" set, for a corner of this 88.30 acre tract;

THENCE, continuing with the North line of said 24.06 acre tract, same being the South line of said 23.305 acre tract, North 45 degrees 41 minutes 22 seconds West (recorded North 45 degrees 42 minutes 09 seconds West – Deed), a distance of 36.07 feet to a one-half inch iron rod with a yellow plastic cap stamped "HALFF" set, for a corner of this 88.30 acre tract;

THENCE, continuing with the North line of said 24.06 acre tract, same being the South line of said 23.305 acre tract, North 81 degrees 22 minutes 22 seconds West, a distance of 34.20 feet (recorded North 81 degrees 23 minutes 09 seconds West – Deed) to a one-half inch iron rod with a yellow plastic cap stamped "HALFF" set, for a corner of this 88.30 acre tract;

THENCE, continuing with the North line of said 24.06 acre tract, same being the South line of said 23.305 acre tract, North 63 degrees 02 minutes 22 seconds West (recorded North 63 degrees 03 minutes 09 seconds West – Deed), a distance of 626.66 feet to a one-half inch iron rod with a yellow plastic cap stamped "HALFF" set in the Northwest corner of said 24.06 acre tract, same being the Southwest corner of said 23.305 acre tract, said corner being in the East line of Horse Shoe Lake as shown on map of said Lon C. Hill's subdivision, said corner being the Southwest corner of this 88.30 acre tract;

60439.001 – M&B 88.17 Acre Tract

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Attachment XI – Metes & Bounds Description

Page 3 of 4

THENCE, with the West line of said 23.305 acre tract, same being the East line of said Horse Shoe Lake, North 40 degrees 17 minutes 38 seconds East (recorded North 32 degrees 27 minutes East – Plat), a distance of 83.82 feet to a one-half inch iron rod with a yellow plastic cap stamped "HALFF" set, for a corner of this 88.30 acre tract;

THENCE, continuing with the West line of said 23.305 acre tract, same being the East line of said Horse Shoe Lake, North 47 degrees 16 minutes 38 seconds East (recorded North 39 degrees 26 minutes East – Plat), a distance of 543.65 feet to the Northwest corner of said 23.305 acre tract, continuing with the East line of said Horse Shoe Lake, at a total distance of 1,206.00 feet to a one-half inch iron rod with a yellow plastic cap stamped "HALFF" set, for a corner of this 88.30 acre tract;

THENCE, continuing with the East line of said Horse Shoe Lake, North 58 degrees 38 minutes 38 seconds East (recorded North 50 degrees 48 minutes East – Plat), a distance of 194.50 feet to a one-half inch iron rod with a yellow plastic cap stamped "HALFF" set, for a corner of this 88.30 acre tract;

THENCE, continuing with the East line of said Horse Shoe Lake, South 85 degrees 40 minutes 22 seconds East (recorded North 86 degrees 29 minutes East – Plat), a distance of 200 feet to a one-half inch iron rod with a yellow plastic cap stamped "HALFF" set, for a corner of this 88.30 acre tract;

THENCE, continuing with the East line of said Horse Shoe Lake, South 40 degrees 10 minutes 22 seconds East (recorded South 48 degrees 01 minute East – Plat), a distance of 324.30 feet to a one-half inch iron rod with a yellow plastic cap stamped "HALFF" set, for a corner of this 88.30 acre tract;

THENCE, continuing with the East line of said Horse Shoe Lake, South 20 degrees 44 minutes 22 seconds East (recorded South 28 degrees 35 minutes East – Plat), a distance of 883.80 feet to a one-half inch iron rod with a yellow plastic cap stamped "HALFF" set, for a corner of this 88.30 acre tract;

THENCE, continuing with the East line of said Horse Shoe Lake, North 46 degrees 40 minutes 38 seconds East (recorded North 38 degrees 50 minutes East – Plat), a distance of 200.00 feet to a one-half inch iron rod with a yellow plastic cap stamped "HALFF" set, for a corner of this 88.30 acre tract;

THENCE, continuing with the East line of said Horse Shoe Lake, North 16 degrees 52 minutes 38 seconds East (recorded North 09 degrees 02 minutes East – Plat), a distance of 296.00 feet to a one-half inch iron rod with a yellow plastic cap stamped "HALFF" set, for a corner of this 88.30 acre tract;

THENCE, continuing with the East line of said Horse Shoe Lake, North 07 degrees 04 minutes 22 seconds West (recorded North 14 degrees 55 minutes West – Plat), a distance of 216.00 feet to a one-half inch iron rod with a yellow plastic cap stamped "HALFF" set, for a corner of this 88.30 acre tract;

50439.001 – M&B 88.17 Acre Tract

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Attachment XI – Metes & Bounds Description

Page 4 of 4

THENCE, continuing with the East line of said Horse Shoe Lake, North 20 degrees 38 minutes 22 seconds West (recorded North 28 degrees 19 minutes West – Plat), a distance of 446.27 feet to a one-half inch iron rod with a yellow plastic cap stamped "MOORE 6370" found in the Southeast corner of a called 10.05 acre tract conveyed to Omar B. Gonzales and wife, Celina G. Gonzales as recorded in Document Number 2023-4348 of the Official Records of Cameron County, Texas, for a corner of this 88.30 acre tract;

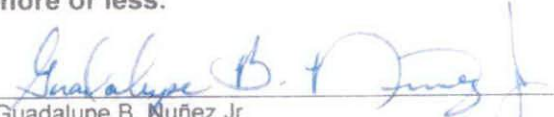
THENCE, with the East line of said 10.05 acre tract, North 26 degrees 57 minutes 38 seconds East, a distance of 734.60 feet (recorded North 26 degrees 57 minutes 16 seconds East – Deed) to the South right-of-way line of said Morris Road, a one-half inch iron rod with a yellow plastic cap stamped "MOORE 6370" found at South 37 degrees 32 minutes 47 seconds West, a distance of 0.63 feet from said corner, continuing with the East line of said 10.05 acre tract, at a total distance of 764.60 feet to the Northeast corner of said 10.05 acre tract, said corner being in the North line of said Block 65, same being the center line of said Morris Road, said corner being the Northwest corner of this 88.30 acre tract;

THENCE, with the North line of said Block 65, same being the center line of said Morris Road, South 63 degrees 02 minutes 22 seconds East (recorded South 70 degrees 53 minutes East – Plat), a distance of 577.47 feet, to the **POINT OF BEGINNING**;

Said described tract of land containing 88.30 acres, more or less.

SAVE AND EXCEPT a called 0.128 acre tract of land, more or less, conveyed to the County of Cameron as recorded in Volume 1004, Page 557 of the Official Records of Cameron County, Texas.

Said described tract of land containing a net acreage of 88.17 acres, more or less.


Guadalupe B. Nuñez Jr.
Registered Professional Land Surveyor Texas No. 5914
Halff, Inc.
TBPELS Firm No. 10029600



2/20/25

60439.001 – M&B 88.17 Acre Tract

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Attachment XII – Site Plan



RHODES

Rhode Island Site Design
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ORDINANCE NO. 26-_____

AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE CITY OF HARLINGEN BY ANNEXING, FOR FULL PURPOSE, A 35.754 ACRE TRACT OF LAND OUT OF A PART OR PORTION OF BLOCKS 65, 66, AND 72, AND OUT OF RESERVED HORSESHOE LAKE, LON C. HILL SUBDIVISION, LOCATED SOUTH OF MORRIS ROAD, APPROXIMATELY 2,095.97 FEET SOUTHWEST OF SOUTH ED CAREY DRIVE AND TO ESTABLISH THE INITIAL ZONING OF PLANNED DEVELOPMENT ("PD") DISTRICT TO ALLOW FOR INTERNAL STREETS TO HAVE 50 FEET OF RIGHT-OF-WAY, WITH 32 FOOT WIDE PAVED STREETS, AND FOR APPROXIMATELY 88 OUT OF 129 RESIDENTIAL, SINGLE FAMILY LOTS TO BE LESS THAN THE REQUIRED 6,000 SQUARE FEET; BINDING THE LAND TO ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Harlingen, Texas (the "City") desires to annex approximately 35.754 acres of land out of a Part or Portion of Blocks 65, 66, and 72, and out of Reserved Horseshoe Lake, Lon C. Hill Subdivision and to establish the initial zoning of Planned Development ("PD") District as shown in Exhibits "A," "B," and "C".

WHEREAS, pursuant to Chapter 43, Section 43.003, of the Texas Local Government Code, a home-rule municipality may extend the boundaries of the municipality and annex area adjacent to the municipality which are contained in the municipality's extra-territorial jurisdiction (ETJ); and

WHEREAS, Chapter 43, Subchapter C-3 of the Texas Local Government Code authorizes municipalities to annex an area on the request of all property owners in an area; and

WHEREAS, the City Commission provided public notice and held public hearings on December 9, 2025, December 17, 2025, and February 4, 2026, for all interested persons to attend and be heard in accordance with Texas Local Government Code, Chapter 43, Subchapter C-3, § 43.0673; and

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

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

BE IT ORDAINED BY THE CITY OF HARLINGEN:

- Section 1.** The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Commission and made a part hereof for all purposes as findings of fact.
- Section 2.** The Property, lying outside of, but adjacent to and adjoining the City and located within the City's ETJ, is hereby annexed into the City, and the boundaries of the City are extended to include the Property within the corporate limits of the City. From and after the date of this ordinance, the Property shall be entitled to all the rights and privileges of the City and shall be bound by all the acts, ordinances, resolutions, and regulations of the City.
- Section 3.** The City finds annexation of the Property to be in the public interest due the Property promoting economic growth of the City.
- Section 4.** The City Manager is hereby authorized and directed to take appropriate action to have the official map of the City revised to reflect the addition to the City's Corporate Limits and the City Secretary is directed to file a certified copy of this Ordinance in the office of the County Clerk of Cameron County, Texas, and in the official records of the City.
- Section 5.** If for any reason any section, paragraph, subdivision, clause, phrase, word, or other provision of this ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word, or provision of this

ordinance, for it is the definite intent of this Commission that every section, paragraph, subdivision, clause phrase, word, or provision hereof shall be given full force and effect for its purpose.

Section 6. This Ordinance will take effect upon its adoption by the City Commission in accordance with the provisions of Article V, Section 5 of the City Charter.

APPROVED ON FIRST READING on this 4th day of February 2026.

APPROVED, PASSED, AND ADOPTED ON SECOND AND FINAL READING on this 18th day of February 2026.

CITY OF HARLINGEN

Norma Sepulveda, Mayor

ATTEST:

Mayra Herrera, City Secretary

Exhibit "A"

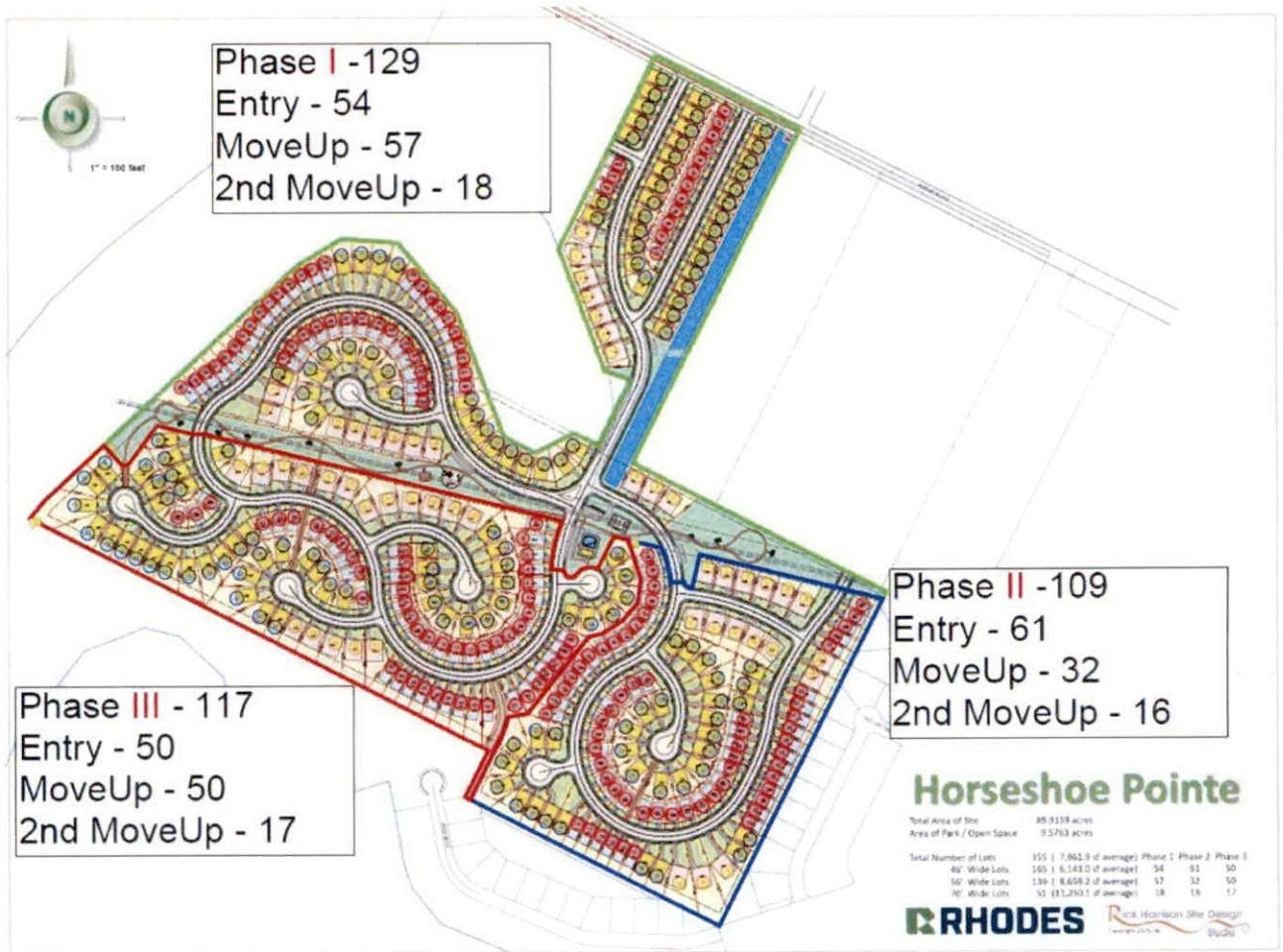


Exhibit "B"

July 16, 2025

**METES AND BOUNDS DESCRIPTION
35.754 ACRES OUT OF
BLOCKS 65, 66, 72
AND RESERVED HORSESHOE LAKE
LON C HILL'S SUBDIVISION,
CITY OF HARLINGEN,
CAMERON COUNTY, TEXAS**

A tract of land containing 35.754 acres situated in the City of Harlingen, Cameron County, Texas, being a part or portion out of Blocks 65, 66, 72 and out of Reserved Horseshoe Lake, Lon C. Hill's Subdivision, according to the plat thereof recorded in Volume 2, Page 25, Cameron County Map Records, said 35.754 acres also being more particularly described as follows:

BEGINNING at a No. 4 rebar set [Northing: 16579629.838, Easting: 1247437.158] at the Northwest corner of said Block 72, for an outside corner of this herein described tract;

1. THENCE, S 63° 03' 07" E at distance of 20.00 feet pass the East right-of-way line of W. New Hampshire Road, at a distance of 330.00 feet pass a No. 4 rebar found inline continuing a total distance of 1,009.80 feet to a No. 4 rebar set, for an outside corner of this tract;
2. THENCE, S 26° 56' 53" W along the West line of Waters Edge Phase II Subdivision, recorded under Cabinet 1, Page 2431B, Map Records of Cameron County Texas, at distance of 465.40 feet to a No. 4 rebar set, for the Southwest corner of this tract;
3. THENCE, N 48° 00' 44" W a distance of 242.32 feet to a No. 4 rebar set, for an outside corner of this tract;
4. THENCE, N 30° 12' 28" W a distance of 43.43 feet to a No. 4 rebar set, for an inside corner of this tract;
5. THENCE, S 70° 59' 16" W a distance of 30.72 feet to a No. 4 rebar set, for an inside corner of this tract;
6. THENCE, S 42° 59' 16" W a distance of 100.27 feet to a No. 4 rebar set, for an outside corner of this tract;
7. THENCE, S 79° 44' 59" W a distance of 57.56 feet to a No. 4 rebar set, for an inside corner of this tract;
8. THENCE, S 47° 29' 16" W a distance of 120.47 feet to a No. 4 rebar set, for an outsidside corner of this tract;

Z:\Surveys\2025\26054.02-.08-.7A-.7B.7C\Metes & Bounds\7C-34.754 Ac. M&B_PH1 Closing.docx

Exhibit "B"

9. THENCE, N 23° 14' 18" W a distance of 44.47 feet to a No. 4 rebar set, for an inside corner of this tract;
10. THENCE, N 66° 00' 44" W a distance of 109.49 feet to a No. 4 rebar set, for an outside corner of this tract;
11. THENCE, N 38° 17' 34" W a distance of 56.87 feet to a No. 4 rebar set, for an inside corner of this tract;
12. THENCE, N 64° 00' 44" W a distance of 113.87 feet to a No. 4 rebar set, for an outside corner of this tract;
13. THENCE, N 14° 59' 16" E a distance of 52.80 feet to a No. 4 rebar set, for an inside corner of this tract;
14. THENCE, N 20° 00' 44" W a distance of 60.94 feet to a No. 4 rebar set, for an inside corner of this tract;
15. THENCE, N 32° 05' 03" W a distance of 20.47 feet to a No. 4 rebar set, for an outside corner of this tract;
16. THENCE, N 14° 00' 44" W a distance of 299.70 feet to a No. 4 rebar set, for an inside corner of this tract;
17. THENCE, N 76° 14' 13" W at a distance of 3.71 feet pass the East right-of-way line of W. New Hampshire Road, at a distance of 24.25 feet pass the West line of said Block 72 and the East line of said Block 66, at a distance of 44.79 feet pass the West right-of-way line of W. New Hampshire Road, continuing a total distance of 827.46 feet to a No. 4 rebar set, for an outside corner of this tract;
18. THENCE, N 69° 06' 30" W a distance of 56.41 feet to a No. 4 rebar set, for an inside corner of this tract;
19. THENCE, N 76° 14' 13" W a distance of 88.12 feet to a No. 4 rebar set, for an inside corner of this tract;
20. THENCE, S 83° 21' 35" W a distance of 20.08 feet to a No. 4 rebar set, for an outside corner of this tract;
21. THENCE, N 76° 14' 13" W a distance of 55.00 feet to a No. 4 rebar set, for the Southwest corner of this tract;
22. THENCE, N 12° 12' 31" W a distance of 111.23 feet to a No. 4 rebar set, for an inside corner of this tract;

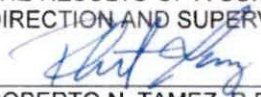
Exhibit "B"

23. THENCE, N 18° 00' 44" W a distance of 193.12 feet to a No. 4 rebar set, for an outside corner of this tract;
24. THENCE, N 25° 59' 16" E a distance of 84.68 feet to a No. 4 rebar set, for an outside corner of this tract;
25. THENCE, N 46° 59' 16" E a distance of 84.47 feet to a No. 4 rebar set, for an outside corner of this tract;
26. THENCE, N 71° 59' 16" E a distance of 85.13 feet to a No. 4 rebar set, for an outside corner of this tract;
27. THENCE, S 82° 00' 44" E a distance of 85.36 feet to a No. 4 rebar set, for an outside corner of this tract;
28. THENCE, S 51° 00' 44" E a distance of 83.99 feet to a No. 4 rebar set, for an inside corner of this tract;
29. THENCE, N 44° 59' 16" E a distance of 106.34 feet to a No. 4 rebar set, for an outside corner of this tract;
30. THENCE, N 73° 58' 33" E a distance of 55.90 feet to a No. 4 rebar set, for an inside corner of this tract;
31. THENCE, N 49° 59' 16" E a distance of 126.36 feet to a No. 4 rebar set, for an outside corner of this tract;
32. THENCE, S 40° 11' 07" E a distance of 33.73 feet to a No. 4 rebar set, for an outside corner of this tract;
33. THENCE, S 20° 45' 07" E a distance of 468.63 feet to a No. 4 rebar set, for an inside corner of this tract;
34. THENCE, S 63° 00' 44" E a distance of 124.53 feet to a No. 4 rebar set, for an inside corner of this tract;
35. THENCE, N 62° 59' 16" E a distance of 153.88 feet to a No. 4 rebar set, for an outside corner of this tract;
36. THENCE, S 63° 03' 07" E a distance of 94.68 feet to a No. 4 rebar set, for an inside corner of this tract;
37. THENCE, N 26° 56' 53" E a distance of 95.16 feet to a No. 4 rebar set, for an inside corner of this tract;
38. THENCE, N 07° 05' 07" W a distance of 192.82 feet to a No. 4 rebar set, for an inside corner of this tract;

Exhibit "B"

39. THENCE, N 20° 39' 07" W a distance of 446.27 feet to a No. 4 rebar set, for an outside corner of this tract;
40. THENCE, N 26° 56' 53" E a distance of 734.13 feet to a No. 4 rebar found on the South right-of-way line of Morris Road, for an outside corner of this tract;
41. THENCE, S 63° 03' 07" E along the South right-of-way line of Morris Road, a distance of 557.00 feet to a No. 4 rebar set, for an inside corner of this tract;
42. THENCE, N 26° 56' 53" E a distance of 10.00 feet to a No. 4 rebar set, for an inside corner of this tract;
43. THENCE, N 63° 03' 07" W a distance of 557.00 feet to a No. 4 rebar set, for an outside corner of this tract;
44. THENCE, N 26° 56' 53" E a distance of 20.00 feet to a Nail set on the North line of said Block 65, for the Northwest corner of this tract;
45. THENCE, S 63° 03' 07" E along the North line of said Block 65, a distance of 577.00 feet to a Nail set on the Northeast corner of said Block 65, for the Northeast corner of this tract;
46. THENCE, S 26° 56' 53" W along the East line of said Block 65, a distance of 1,320.00 feet to the POINT OF BEGINNING and containing 35.754 acres gross of which 0.921 of one acre lies within the existing right-of-way of W. New Hampshire Road and within the existing right-of-way of Morris Road, leaving a net 34.833 acres of land, more or less.

I, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY AFFIRM THAT THIS METES AND BOUNDS DESCRIPTION REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND ON 04/18/2025 UNDER MY DIRECTION AND SUPERVISION.


ROBERTO N. TAMEZ, R.P.L.S. #6238

09/17/2025
DATE:



Exhibit "C"

ANNEXATION SERVICES AGREEMENT

This Annexation Services Agreement ("Agreement") is made and entered into as of this the 24 day of November, 2025, by and between the CITY OF HARLINGEN, TEXAS, a home-rule municipality situated in Cameron County, Texas ("City"), and RHODES DEVELOPMENT INC., its successors, affiliates, and subsidiaries ("Developer") (hereinafter collectively referred to as the "Parties").

RECITALS

WHEREAS, Developer is the equitable owner of an approximately 90-acre tract in the City of Harlingen's Extraterritorial Jurisdiction (ETJ) (hereinafter referred to as the "Property") as more particularly described in Exhibit A. Developer is under contract to acquire legal title to the Property in three phases, and upon acquisition, agrees to voluntarily annex the Property, in three (3) phases, into the City for full purposes under Texas Local Government Code Chapter 43, Subchapter C-3, City ordinances, and this Agreement; and

WHEREAS, Developer is currently under contract to purchase the Property in three (3) Phases; and

WHEREAS, Texas Local Government Code § 43.0672 requires the City to enter into a written agreement with the property owner regarding services for the annexed area. The parties wish to establish the terms for providing municipal services in advance and conditional upon Developer's acquisition of said property, including a schedule for services not immediately available.

NOW, THEREFORE, the Parties hereby agree as follows:

1. PROPERTY ANNEXATION

- a. RHODES will support the voluntary annexation of the Property outlined in Exhibit A according to state and local law and applicable City of Harlingen required procedures, provided the conditions of this Agreement have been met.
- b. Annexation is to occur in three (3) phases, as described in the Service Plan located in Exhibit B.
- c. The effectiveness of this Agreement and the annexation of each phase is contingent upon the following conditions ("Conditions Precedent"):
 - a. A phase of the Property being acquired by Developer; and
 - b. the successful annexation procedures being completed for each phase of the Property by the City under terms of this Agreement; and

- c. Developer acquiring the first phase of the Property no later than December 31, 2025; and
 - d. The City Commission passing and approving an ordinance establishing a Planned Development District ("PDD") over the Property (to be effective as to each phase upon annexation of such phase), with such PDD ordinance allowing for the uses and buildout of the site plan as depicted in Exhibit C; and
 - e. Developer and Harlingen Waterworks System ("HWWS") entering into a mutually agreeable binding agreement for the provision of wastewater service, with such agreement considering the provision of wastewater offsites needed to serve the Property as depicted in Exhibit C.
- d. Should Developer fail to acquire any phase of the Property, the Services Agreement regarding that phase will be null and void.

2. MUNICIPAL SERVICES

- a. Upon annexation of each phase, the City will provide municipal services at levels comparable to similarly situated areas within the City. These services include:
 - i. Police protection.
 - ii. Fire protection and emergency medical services.
 - iii. Solid waste collection, subject to state law regarding private providers.
 - iv. Animal control.
 - v. Operation and maintenance of water, wastewater, roads, streets (including lighting), and other applicable public facilities not served by other utilities.
 - vi. Access to city parks, playgrounds, and swimming pools.
- b. Services not immediately available will follow the Service Plan schedule in Exhibit B, as contemplated herein, or as contracted for by separate agreement(s) with HWWS.

3. INFRASTRUCTURE AND DEVELOPMENT

- a. Developer is responsible for designing and constructing on-site infrastructure like roads, water, wastewater, and stormwater systems, in accordance with the PDD ordinance and all other applicable City regulations.
- b. The City may extend off-site infrastructure as needed and feasible in the sole and absolute discretion of the City, based on its capital improvement program and funding, including such wastewater agreement between Developer and HWWS as contemplated herein.
- c. Developer will comply with all applicable City ordinances and regulations, including zoning and building codes, subject to the PDD ordinance.
- d. The annexed Property will initially be zoned utilizing a PDD ordinance.

- c. Developer will contribute to public improvements as required by City ordinances and other agreements.
- f. City shall supply all materials for a drainage structure along the main entryway depicted in Exhibit C which shall include three 48" drainage pipes. Developer shall construct such structure. For the avoidance of doubt, the City shall only supply such aforementioned materials for the Morris Road Crossing, no other crossings.
- g. Developer shall construct a pilot channel near the approximate centerline of Horseshoe Lake to facilitate drainage according to plans agreed upon by City and Developer's engineer.
- h. The City shall construct the outfall structure for Horseshoe Lake from such pilot channel into the Resaca de Los Fresnos.

4. SERVICE PLAN

- a. The Service Plan located in Exhibit B, details the provision and schedule of municipal services for the property, including phased services.
- b. The Service Plan is valid for ten (10) years.

5. COVENANTS AND WARRANTIES

- a. This Agreement binds and benefits the parties and their successors.
- b. Each party warrants that its signatory is authorized to bind them.

6. DEFAULT AND REMEDIES

- a. Upon an event of a breach, the non-breaching party must provide written notice and a reasonable cure period to the breaching party.
- b. If the breach is not cured, the non-breaching party may pursue legal or equitable remedies, to the extent available under Texas law.

7. NO WAIVER OF GOVERNMENTAL IMMUNITY

Nothing in this Agreement will be construed as a waiver of the City of Harlingen's governmental immunity.

8. GOVERNING LAW AND VENUE

- a. This Agreement is governed by Texas law.
- b. Legal actions shall be brought in a competent court located in Cameron County, Texas.

9. NOTICES

Notices must be in writing and sent to the addresses below:

TO CITY:

Gabe Gonzalez
City Manager
City of Harlingen
118 East Tyler Avenue
Harlingen, Texas 78550

With a copy to:
Mark Sossi
City Attorney
222 East Van Buren, Suite 700A
Harlingen, Texas 78550

TO DEVELOPER:

RHODES DEVELOPMENT, INC.
Attn: Nick Rhodes
200 South 10th Street, Suite 1700
McAllen, Texas 78501

With a copy to:
Jeffrey L. Earl
Earl & Associates, P.C.
10007 Huebner Rd., Ste. 303
San Antonio, Texas 78240

10. ENTIRE AGREEMENT & COUNTERPARTS

This Agreement and its exhibits are the complete agreement, superseding all prior discussions. This Agreement may be executed in one or more counterparts and, if executed in more than one counterpart, the executed counterparts shall each be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

11. AMENDMENTS

Amendments must be in writing and signed by both Parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

CITY OF HARLINGEN, TEXAS

By: 

For: Name: Gabe Gonzalez

Title: City Manager

Date: _____

RHODES DEVELOPMENT, INC.

By: 

Name: Nicholas "Nick" B. Rhodes

Title: President

Date: _____

[Legal Landowners' Consent on Following Page]

LEGAL LANDOWNERS' CONSENT:

LEONARD P. SIMMONS, III,
Individually,

By: Leonard P. Simmons, III
Name: Leonard P. Simmons, III
Capacity: Owner
Date: 11/24/2025

MARY BETH SIMMONS,
Individually,

By: Mary Beth Simmons
Name: Mary Beth Simmons
Capacity: Owner
Date: 11/24/2025

LEONARD SIMMONS FARMS,
a Texas general partnership,

By: Leonard P. Simmons, III
Name: Leonard P. Simmons, III
Its: General Partner
Date: 11/24/2025

EXHIBIT A

(Legal Description of 90-Acre Property containing Phase 1, Phase 2, and Phase 3)

June 19, 2025

**METES AND BOUNDS DESCRIPTION
87.979 ACRES OUT OF
BLOCKS 65, 66 AND 72
LON C HILL'S SUBDIVISION,
CITY OF HARLINGEN,
CAMERON COUNTY, TEXAS**

A tract of land containing 87.979 acres situated in the City of Harlingen, County of Cameron, Texas, being a part or portion out of Blocks 65, 66 and 72, Lon C. Hill's Subdivision, according to the plat thereof recorded in Volume 2, Page 25, Cameron County Map Records, which said 87.979 acres were conveyed to Leonard Simmons Farms, a General Partnership composed of Leonard Simmons LLC, Mary Beth Simmons LLC, Courtney Nash LLC, Natalio Leal LLC, Audrey Simmons LLC by virtue of a Special Warranty Deed with Vendor's Lien recorded Volume 22305, Page 40, Cameron County Official Records, and to Leonard P. Simmons, III and wife, Mary Beth Simmons, by virtue of a Special Warranty Deed with Vendor's Lien recorded under Document Number 2024-16779, Cameron County Official Records, said 87.979 acres also being more particularly described as follows:

BEGINNING at a No. 4 rebar set at the Northeast corner of said Block 72, for an inside corner of this herein described tract:

1. THENCE, S 63° 03' 07" E along the North line of said Block 72, at a distance of 20.00 feet pass a No. 4 rebar set on the East right-of-way line of W. New Hampshire Road, continuing a total 1,009.80 feet to a No. 4 rebar set, from which a No. 4 rebar found bears S 50° 51' 33" E a distance of 1.99 feet, on the North line of said Block 72, for the Southeastmost Northeast corner of this tract.
2. THENCE, S 26° 50' 53" W along the West line of Water's Edge Phase I, according to the plat thereof recorded in Cabinet 1, Pages 2312B and 2313A, Cameron County Map Records and Water's Edge Phase II, according to the plat thereof recorded in Cabinet 1, Pages 2431B and 2432A, Cameron County Map Records, at a distance of 1,300.00 feet pass a No. 4 rebar set on the North right-of-way line of a County Road (Not Open), continuing a total distance of 1,320.00 feet to a No. 4 rebar set, for the Southeast corner of this tract.
3. THENCE, N 63° 03' 07" W along the South line of said Block 72 and a North line of said Water's Edge Phase II, a distance of 1,009.80 feet to a No. 4 rebar set, from which a No. 4 rebar found bears S 23° 27' 15" W a distance of 1.36 feet, for an outside corner of this tract.
4. THENCE, N 26° 56' 53" E along the West line of said Block 72, a distance of 181.55 feet to a No. 4 rebar set, for an inside corner of this tract.
5. THENCE, N 63° 03' 07" W at a distance of 20.00 feet pass a No. 4 rebar set on the West right-of-way line of W. New Hampshire Road, continuing a total distance of 1,126.43 feet to a No. 4 rebar set, for an outside corner of this tract.
6. THENCE, N 45° 42' 07" W a distance of 36.07 feet to a No. 4 rebar set, for an inside corner of this tract.
7. THENCE, N 81° 22' 31" W a distance of 34.20 feet to a No. 4 rebar set, for an outside corner of this tract.
8. THENCE, N 63° 03' 07" W a distance of 624.21 feet to a No. 4 rebar set, from which a No. 4 rebar found bears N 59° 55' 49" E a distance of 0.51 feet, for the Southwest corner of this tract.
9. THENCE, N 40° 16' 53" E along an East line of Reserved Horseshoe Lake, of said Lon C. Hill's Subdivision, a distance of 75.27 feet to a No. 4 rebar set, for an outside corner of this tract.
10. THENCE, N 47° 15' 53" E along an East line of Reserved Horseshoe Lake, a distance of 1,229.53 feet to a No. 4 rebar set, for an outside corner of this tract.

11. THENCE, N 58° 37' 53" E along an East line of Reserved Horseshoe Lake, a distance of 178.89 feet to a No. 4 rebar set, for an outside corner of this tract.
12. THENCE, S 85° 41' 07" E along an East line of Reserved Horseshoe Lake, a distance of 200.00 feet to a No. 4 rebar set, for an outside corner of this tract.
13. THENCE, S 40° 11' 07" E along a South line of Reserved Horseshoe Lake, a distance of 324.30 feet to a No. 4 rebar set, for an outside corner of this tract.
14. THENCE, S 20° 45' 07" E along a South line of Reserved Horseshoe Lake, a distance of 883.80 feet to a No. 4 rebar set, for an inside corner of this tract.
15. THENCE, N 46° 39' 53" E along an East line of Reserved Horseshoe Lake, a distance of 200.00 feet to a No. 4 rebar set, for an inside corner of this tract.
16. THENCE, N 16° 51' 53" E along an East line of Reserved Horseshoe Lake, at a distance of 218.89 feet pass the North line of said Block 66 and the South line of said Block 65, continuing a total distance of 296.00 feet to a No. 4 rebar set, for an inside corner of this tract.
17. THENCE, N 07° 05' 07" W along a North line of Reserved Horseshoe Lake, a distance of 216.00 feet to a No. 4 rebar set, for an inside corner of this tract.
18. THENCE, N 20° 39' 07" W along a North line of Reserved Horseshoe Lake, a distance of 446.27 feet to a No. 4 rebar set, for an outside corner of this tract.
19. THENCE, N 26° 56' 53" E a distance of 734.13 feet to a No. 4 rebar found at the South right-of-way line of Morris Road, for an outside corner of this tract.
20. THENCE, S 63° 03' 07" E along the South right-of-way line of said Morris Road, a distance of 557.00 feet to a No. 4 rebar set, for an inside corner of this tract.
21. THENCE, N 26° 56' 53" E a distance of 10.00 feet to a No. 4 rebar set, for an inside corner of this tract.
22. THENCE, N 53° 03' 07" W a distance of 557.00 feet to a No. 4 rebar set, for an outside corner of this tract.
23. THENCE, N 26° 56' 53" E a distance of 213.00 feet to a Nail set, for the Northwest corner of this tract.
24. THENCE, S 63° 03' 07" E a distance of 577.00 feet to a Nail set, for the Northernmost Northeast corner of this tract.
25. THENCE, S 26° 56' 53" W along the East line of said Block 65, a distance of 1,320.00 feet to the POINT OF BEGINNING and containing 87.979 acres gross of which 1.728 acres lies within the existing right-of-way of W. New Hampshire Road, 0.454 of one acre lies within the existing right-of-way of a County Road (Not Open) and 0.285 of one acre lies within the existing right-of-way of Morris Road, leaving a net of 85.534 acres of land, more or less.

I, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY AFFIRM THAT THIS METES AND BOUNDS DESCRIPTION REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND ON 04/18/2025 UNDER MY DIRECTION AND SUPERVISION.

Roberto N. Tamez
 ROBERTO N. TAMEZ, R.P.L.S. #6239 *06/18/2025*
 DATE



EXHIBIT B

(Service Plan outlining phased annexation of each phase, service provision, and schedules)

ANNEXATION SERVICE AGREEMENT

SECTION I. Pursuant to the provisions of V.T.C.A., Local Government Code Section 43.0672, in connection to the voluntary annexation of approximately 87.979 acres out of Blocks 65, 66, and 72, Lon C Hill's Subdivision, Volume 2, Pg. 25, CCMR, Cameron County, Texas, more particularly described in Exhibit A, the owners(s) of the land in the area and the City of Harlingen ("City"), collectively referred to herein as the "Parties", hereby enter into this written Annexation Service Agreement as follows:

- A. The Property described in Exhibit A is planned for annexation in multiple phases as the Developer acquires ownership and as shown in Exhibit B. The Parties acknowledge and agree that the City's obligation to provide municipal services under this Agreement shall apply only upon the effective date of annexation of each respective phase. Until such time, no municipal service obligations shall apply to that phase, and this Agreement shall be without effect as to un-annexed phases.
- B. Services to be provided on the effective date of annexation unless otherwise specified:

The following services shall be provided by the City only upon the effective date of annexation of each respective phase of the Property. Until annexation of a particular phase is completed, no municipal service obligations under this Agreement shall apply to that phase.

- 1. Police Protection
Patrolling, radio response to calls and other routine police services using present personnel and equipment will be provided on the effective date of annexation. Patrol positions will be added when population warrants.
- 2. Fire Protection
Fire protection by the present personnel and equipment of the fire fighting force within the limitations of available water will be provided on the effective date of annexation.
- 3. Emergency Medical Services
Emergency medical services will be provided through contract services on the effective date of annexation.
- 4. Environmental Health and Code Compliance
Health protection including the elimination of weedy lots, illegal dumping, unsanitary septic systems, sources of standing water and other public nuisances will be provided on the effective date of annexation.

Regulation of animal and fowl density will be provided on the effective date of annexation.

5. Solid Waste Collection

Pick up will begin on the effective date of annexation at the same level of service and cost provided to other similar areas presently found within the City of Harlingen.

Brush collection will be on a periodic basis as established by the City Sanitation Department with an active utility account.

6. Operation and maintenance of public water and wastewater facilities

Routine maintenance of existing water and wastewater facilities owned by Harlingen Waterworks System that are not within the service area of another water or wastewater utility will begin on the effective date of annexation.

7. Operation and maintenance of public roads and streets

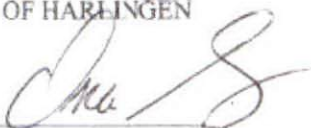
Routine maintenance of public roads and streets will begin on the effective date of annexation on the same basis as presently occurs in the city.

B. These services will be provided at levels of service comparable to those provided to other areas of the City with similar characteristics. This Agreement shall remain in effect for a period of ten (10) years from the effective date of annexation unless amended in accordance with state law.

SIGNED this ____ day of _____, 2025.

[Signature Page Follow]

CITY OF HARLINGEN

By: 

For: Gabriel Gonzalez, CPM, City Manager

PROPERTY OWNER(S) OF THE PROPERTY DESCRIBED ABOVE

RHODES DEVELOPMENT, INC.

By: _____

Name: Nicholas "Nick" B. Rhodes

Title: President

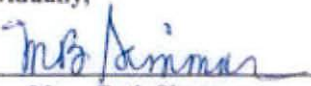
LEONARD P. SIMMONS, III,
Individually,

By: 

Name: Leonard P. Simmons, III

Capacity: Owner

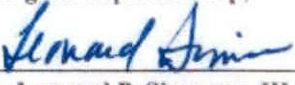
MARY BETH SIMMONS,
Individually,

By: 

Name: Mary Beth Simmons

Capacity: Owner

LEONARD SIMMONS FARMS,
a Texas general partnership,

By: 

Name: Leonard P. Simmons, III

Its: General Partner

CITY OF HARLINGEN

By: _____
Gabriel Gonzalez, CPM, City Manager

PROPERTY OWNER(S) OF THE PROPERTY DESCRIBED ABOVE

RHODES DEVELOPMENT, INC.

By: _____
Name: Nicholas "Nick" B. Rhodes
Title: President

LEONARD P. SIMMONS, III,
Individually,

By: _____
Name: Leonard P. Simmons, III
Capacity: Owner

MARY BETH SIMMONS,
Individually,

By: _____
Name: Mary Beth Simmons
Capacity: Owner

LEONARD SIMMONS FARMS,
a Texas general partnership,

By: _____
Name: Leonard P. Simmons, III
Its: General Partner

EXHIBIT A

(Legal Description of 90-Acre Property containing Phase 1, Phase 2, and Phase 3)

June 16, 2025

**METES AND BOUNDS DESCRIPTION
87.978 ACRES OUT OF
BLOCKS 65, 66 AND 72
LON C HILL'S SUBDIVISION,
CITY OF HARLINGEN,
CAMERON COUNTY, TEXAS**

A tract of land containing 87.978 acres situated in the City of Harlingen, County of Cameron, Texas, being a part or portion out of Blocks 65, 66 and 72, Lon C. Hill's Subdivision, according to the plat thereof recorded in Volume 2, Page 25, Cameron County Map Records, which said 87.978 acres were conveyed to Leonard Simmons Farms, a General Partnership composed of Leonard Simmons LLC, Mary Beth Simmons LLC, Courtney Nash LLC, Natalie Loal LLC, A Audrey Simmons LLC by virtue of a Special Warranty Deed with Vendor's Lien recorded Volume 22308, Page 40, Cameron County Official Records, and to Leonard P. Simmons, III and wife, Mary Beth Simmons, by virtue of a Special Warranty Deed with Vendor's Lien recorded under Document Number 2024-16778, Cameron County Official Records, said 87.978 acres also being more particularly described as follows:

BEGINNING at a No. 4 rebar set at the Northwest corner of said Block 72, for an inside corner of this herein described tract,

1. **THENCE**, S 83° 03' 07" E along the North line of said Block 72, at a distance of 20.00 feet pass a No. 4 rebar set on the East right-of-way line of W. New Hampshire Road, continuing a total 1,009.80 feet to a No. 4 rebar set, from which a No. 4 rebar found bears S 50° 51' 33" E a distance of 1.99 feet, on the North line of said Block 72, for the Southeast corner of this tract,
2. **THENCE**, S 25° 58' 53" W along the West lines of Water's Edge Phase I, according to the plat thereof recorded in Cabinet 1, Pages 2312B and 2313A, Cameron County Map Records and Water's Edge Phase II, according to the plat thereof recorded in Cabinet 1, Pages 2431B and 2432A, Cameron County Map Records, at a distance of 1,320.00 feet pass a No. 4 rebar set on the North right-of-way line of a County Road (Not Open), continuing a total distance of 1,320.00 feet to a No. 4 rebar set, for the Southeast corner of this tract,
3. **THENCE**, N 83° 03' 07" W along the South line of said Block 72 and a North line of said Water's Edge Phase II, a distance of 1,009.60 feet to a No. 4 rebar set, from which a No. 4 rebar found bears S 23° 27' 15" W a distance of 1.36 feet, for an outside corner of this tract,
4. **THENCE**, N 28° 58' 53" E along the West line of said Block 72, a distance of 161.59 feet to a No. 4 rebar set, for an inside corner of this tract,
5. **THENCE**, N 83° 03' 07" W at a distance of 20.00 feet pass a No. 4 rebar set on the West right-of-way line of W. New Hampshire Road, continuing a total distance of 1,126.43 feet to a No. 4 rebar set, for an outside corner of this tract,
6. **THENCE**, N 45° 42' 07" W a distance of 36.07 feet to a No. 4 rebar set, for an inside corner of this tract,
7. **THENCE**, N 81° 22' 31" W a distance of 34.20 feet to a No. 4 rebar set, for an outside corner of this tract,
8. **THENCE**, N 83° 03' 07" W a distance of 624.21 feet to a No. 4 rebar set, from which a No. 4 rebar found bears N 59° 55' 40" E a distance of 0.51 feet, for the Southwest corner of this tract,
9. **THENCE**, N 40° 18' 53" E along an East line of Reserved Horseshoe Lake, of said Lon C. Hill's Subdivision, a distance of 75.27 feet to a No. 4 rebar set, for an outside corner of this tract,
10. **THENCE**, N 47° 16' 53" E along an East line of Reserved Horseshoe Lake, a distance of 1,229.53 feet to a No. 4 rebar set, for an outside corner of this tract,

- 11 THENCE, N 58° 37' 53" E along an East line of Reserved Horseshoe Lake, a distance of 178.89 feet to a No. 4 rebar set, for an outside corner of this tract.
- 12 THENCE, S 85° 41' 07" E along an East line of Reserved Horseshoe Lake, a distance of 200.00 feet to a No. 4 rebar set, for an outside corner of this tract.
- 13 THENCE, S 40° 11' 07" E along a South line of Reserved Horseshoe Lake, a distance of 324.30 feet to a No. 4 rebar set, for an outside corner of this tract.
- 14 THENCE, S 20° 45' 07" E along a South line of Reserved Horseshoe Lake, a distance of 883.90 feet to a No. 4 rebar set, for an inside corner of this tract.
- 15 THENCE, N 46° 39' 53" E along an East line of Reserved Horseshoe Lake, a distance of 200.00 feet to a No. 4 rebar set, for an inside corner of this tract.
- 16 THENCE, N 16° 51' 53" E along an East line of Reserved Horseshoe Lake, at a distance of 218.86 feet pass the North line of said Block 66 and the South line of said Block 65, continuing a total distance of 296.00 feet to a No. 4 rebar set, for an inside corner of this tract.
- 17 THENCE, N 07° 05' 07" W along a North line of Reserved Horseshoe Lake, a distance of 216.00 feet to a No. 4 rebar set, for an inside corner of this tract.
- 18 THENCE, N 20° 36' 07" W along a North line of Reserved Horseshoe Lake, a distance of 446.27 feet to a No. 4 rebar set, for an outside corner of this tract.
- 19 THENCE, N 26° 56' 53" E a distance of 734.13 feet to a No. 4 rebar found at the South right-of-way line of Morris Road, for an outside corner of this tract.
- 20 THENCE, S 63° 03' 07" E along the South right-of-way line of said Morris Road, a distance of 557.00 feet to a No. 4 rebar set, for an inside corner of this tract.
- 21 THENCE, N 26° 56' 53" E a distance of 10.00 feet to a No. 4 rebar set, for an inside corner of this tract.
- 22 THENCE, N 63° 03' 07" W a distance of 557.00 feet to a No. 4 rebar set, for an outside corner of this tract.
- 23 THENCE, N 26° 56' 53" E a distance of 24.00 feet to a Nail set, for the Northwest corner of this tract.
- 24 THENCE, S 63° 03' 07" E a distance of 577.00 feet to a Nail set, for the Northernmost Northeast corner of this tract.
- 25 THENCE, S 26° 56' 53" W along the East line of said Block 65, a distance of 1,320.00 feet to the POINT OF BEGINNING and containing 87.979 acres gross of which 1.728 acres lies within the existing right-of-way of W. New Hampshire Road, 0.454 of one acre lies within the existing right-of-way of a County Road (Not Open) and 0.265 of one acre lies within the existing right-of-way of Morris Road, leaving a net of 85.534 acres of land, more or less.

I, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY AFFIRM THAT THIS METES AND BOUNDS DESCRIPTION REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND ON 04/18/2025 UNDER MY DIRECTION AND SUPERVISION

ROBERTO N. TAMEZ, R.P.L.S. #8238

DATE



EXHIBIT B

(Service Plan outlining phased annexation of each phase, service provision, and schedules)

Exhibit B



EXHIBIT C
(Horseshoe Pointe Site Plan)



10(d)

At the time of the
Commission meeting,
a request will be made
to pass on Item 10(d).

**AGENDA ITEM
EXECUTIVE SUMMARY**

10(e)

Meeting Date: **February 18, 2026**

Agenda Item:

Consideration and possible action on a resolution updating authorized signatory designations and authorized investment officers for the City of Harlingen's bank accounts, external investment pools, and safekeeping agreements.

Prepared By (Print Name): Robert Rodriguez

Title: Finance Director

Signature:



Brief Summary:

The purpose of this agenda item is to update the City's authorized signatory designations by adding Edgar Valles, Deputy Finance Director as an authorized signatory and investment officer, while maintaining appropriate financial controls and continuity of financial operations.

1. Authorized Signatories

The following individuals are hereby designated and authorized, by original signature, to act on behalf of the City of Harlingen with respect to the City's bank accounts, safekeeping agreements, and external investment institutions:

- Gabriel Gonzalez, City Manager
- Robert Rodriguez, Finance Director
- Edgar Valles, Deputy Finance Director

2. Designation of Investment Officers

Pursuant to the Public Funds Investment Act, the following individuals are hereby designated as Investment Officers of the City of Harlingen:

- Gabriel Gonzalez, City Manager
- Robert Rodriguez, Finance Director
- Edgar Valles, Deputy Finance Director

Funding (if applicable):

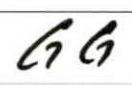
Are funds specifically designated in the current budget for the full amount for this purpose? **N/A – No funding required.** ☐ Yes ☐ No

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

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

Staff Recommendation:

Staff recommends approval.

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

Comments:

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

RESOLUTION NO. 2026 - _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HARLINGEN, TEXAS UPDATING AUTHORIZED SIGNATORY DESIGNATIONS FOR THE CITY OF HARLINGEN'S BANK ACCOUNTS, EXTERNAL INVESTMENT POOLS, AND SAFEKEEPING AGREEMENTS; ADDING EDGAR VALLES AS AN AUTHORIZED SIGNATORY AND INVESTMENT OFFICER; AFFIRMING EXISTING AUTHORIZED SIGNATORIES AND INVESTMENT OFFICERS; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, The City Commission of the City of Harlingen is authorized to designate individuals to act on behalf of the City for banking, safekeeping, and investment purposes in accordance with applicable law, including the Public Funds Investment Act; and

WHEREAS, by prior action of the City Commission, Kareem Abdullah was removed as an authorized signatory for the City of Harlingen's bank accounts, safekeeping agreements, and external investment pools; and

WHEREAS, the City Commission periodically reviews authorized signatory and investment officer designations to ensure appropriate internal controls, operational continuity, and compliance with statutory requirements; and

WHEREAS, the City Commission finds it necessary and desirable to designate Edgar Valles, Deputy Finance Director, as an authorized signatory and Investment Officer for the City of Harlingen, while continuing existing authorized designations;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HARLINGEN, TEXAS, THAT:

1. Authorized Signatories

The following individuals are hereby designated and authorized, by original signature, to act on behalf of the City of Harlingen with respect to the City's bank accounts, safekeeping agreements, and external investment institutions:

- Gabriel Gonzalez, City Manager
- Robert Rodriguez, Finance Director
- Edgar Valles, Deputy Finance Director

2. Designation of Investment Officers

Pursuant to the Public Funds Investment Act, the following individuals are hereby designated as Investment Officers of the City of Harlingen:

- Gabriel Gonzalez, City Manager
- Robert Rodriguez, Finance Director
- Edgar Valles, Deputy Finance Director

3. Consistency With Prior Actions

This resolution is intended to supplement and be consistent with prior City Commission actions related to authorized signatories and investment officers. Any prior resolutions or actions inconsistent with this resolution are superseded to the extent of such inconsistency.

4. Effective Date

This resolution shall remain in full force and effect until amended or repealed by action of the City Commission.

CONSIDERED AND ADOPTED this ____ day of _____, 2026, at a regular meeting of the City Commission of the City of Harlingen, Texas, at which a quorum was present and which was held in accordance with Texas Government Code, Title 5, Subchapter A, Chapter 551, as amended.

CITY OF HARLINGEN, TEXAS

Norma Sepulveda, Mayor

ATTEST:

Mayra Herrera, City Secretary

(CITY SEAL)

**AGENDA ITEM
EXECUTIVE SUMMARY**



Meeting Date: **February 18, 2026**

Agenda Item:

Consideration and possible action to approve an amendment to the Heat and Pregnancy charge being increased from \$30.00 to \$37.50 per animal, when necessary, on the contract between the City of Harlingen and Dr. Shelly Mitchell, DVM.

Prepared By (Print Name): Shannon Harvill
Title: Environmental Health Director

Signature: 

Brief Summary:

The City of Harlingen Health Department is requesting approval of an amendment to the Heat and Pregnancy charge being increased from \$30.00 to \$37.50 per animal, when necessary, on the contract between the City of Harlingen and Dr. Shelly Mitchell, DVM.

Funding (if applicable):

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

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

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

Staff Recommendation:

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

Comments:

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

GENERAL SERVICES CONTRACT

Between the City of Harlingen and Dr. Shelly Mitchell, DVM

I. PARTIES

This General Services Contract ("Contract") is entered into by and between the **City of Harlingen, Texas** ("City"), and **Dr. Shelly Mitchell, DVM** ("Veterinarian").

II. PURPOSE

The purpose of this Contract is to provide spay and neuter services for cats and dogs on behalf of the City of Harlingen Animal Shelter and Health Department.

III. SCOPE OF SERVICES

The Veterinarian agrees to provide spay and neuter services at the following rates:

- **Cats**
 - Male: \$92.00
 - Female: \$156.00
- **Dogs (Neuter – Male)**
 - 0–25 lbs: \$152.00
 - 26–50 lbs: \$172.00
 - 51–75 lbs: \$188.00
 - 76–100 lbs: \$204.00
- **Dogs (Spay – Female)**
 - 0–25 lbs: \$172.00
 - 26–50 lbs: \$200.00
 - 51–75 lbs: \$216.00
 - 76–100 lbs: \$244.00

Heat/Pregnant Charge \$37.50

IV. PAYMENT

1. The City agrees to pay the Veterinarian the rates listed above for services performed.
 2. Payments shall be made upon submission of an invoice, subject to City approval and processing procedures.
-

V. TERM

This Contract shall commence on **January 1st, 2026** and shall remain in effect until **June 30th, 2026** unless terminated earlier as provided herein.

VI. TERMINATION

- (1) *City Termination for Convenience.* Under this paragraph, the City may terminate this Contract during its term at any time for the City's own convenience where the Contractor is not in default by giving written notice to Contractor. If the City terminates this Contract under this paragraph, the City will pay the Contractor for all services rendered in accordance with this Contract to the date of termination.
 - (2) *Termination for Default.* Either party to this Contract may terminate this Contract as provided in this paragraph if the other party fails to comply with its terms. The party alleging the default shall give the other party written notice of the default citing the terms of the Contract that have been breached and what action the defaulting party must take to cure the default. If the party in default fails to cure the default as specified in the notice, the party giving the notice of default may terminate this Contract by written notice to the other party, specifying the date of termination. Termination of this Contract under this paragraph does not affect the right of either party to seek remedies for breach of the Contract as allowed by law, including any damages or costs suffered by either party. However, this provision is not intended to and does not act as a waiver of the City's sovereign immunity.
-

VII. INDEPENDENT CONTRACTOR

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

VIII. LIABILITY & INSURANCE

Liability and Indemnity. Contractor shall indemnify, hold harmless and defend the City, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorneys' fees and any and all other costs or fees (whether resulting in constitutional law, tort, contract, or property law, or raised pursuant to local, state or federal statutory provision), arising out of the performance of the Contract and/or arising out of a willful or negligent act or omission of the Contractor, its officers, agents, and employees. It is understood and agreed that the Contractor and any employee or subcontractor of the Contractor shall not be considered an employee of the City. The Contractor shall not be within the protection or

coverage of the City's workers' compensation insurance, health insurance, liability insurance or any other insurance that the City from time to time may have in force and effect. The City specifically reserves the right to reject any and all of Contractor's employees, representatives or subcontractors and/or their employees for any cause, should the presence of any such person on City property or their interaction with City employees be found not to be in the best interest of the City, be found to be harassing to any City employee or third person, or is found to interfere with the effective and efficient operation of the City or the City's workplace.

IX. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of the State of Texas. Venue shall lie in Cameron County, Texas.

X. ENTIRE AGREEMENT

This Contract and the provisions of the Exhibits represent the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

XI. AUTHORIZATION

City of Harlingen

By: _____
Name: _____
Title: _____
Date: _____

Veterinarian

By: _____
Dr. Shelly Mitchell, DVM
Date: _____

**AGENDA ITEM
EXECUTIVE SUMMARY**

10/5

Meeting Date: **February 18, 2026**

Agenda Item:

Consideration and possible action to appoint Carolina Garcia as the Local Registrar for the City of Harlingen Vital Statistics Office.

Prepared By (Print Name): Shannon Harvill
Title: Environmental Health Director

Signature: 

Brief Summary:

The Health Department is requesting approval on the appointment of Carolina Garcia as the Local Registrar for the City of Harlingen Vital Statistics office. She has been with the Vitals office since July 2025. The Texas Department of State Health Services requires that the appointment of the Local Registrar be done thru the form of a resolution.

Funding (if applicable):

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

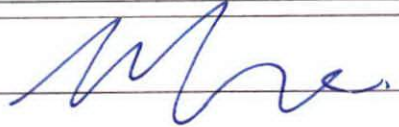
*If no, specify source of funding and amount requested:

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

Staff Recommendation:

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

Comments:

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

Resolution No. 2026-

State of Texas

County of Cameron

WHEREAS, On February 18, 2026, Carolina Garcia was appointed Local Registrar for the City of Harlingen to replace Crystal Ortiz subject to the approval and confirmation of the Harlingen City Commission; and

WHEREAS, the Texas Department of State Health Services requires that the appointment of the City's Registrar be done thru the form of a resolution.

NOW THEREFORE BE IT RESOLVED, that the Harlingen City Commission at the regular meeting of February 18, 2026, hereby approved and appointed Carolina Garcia, as the Local Registrar for the City of Harlingen, effective February 18, 2026.

CONSIDERED AND ADOPTED THIS 18TH day of February 2026 at a regular meeting of the Harlingen City Commission at which quorum was present and such meeting was held in accordance with the TEXAS GOVERNMENT CODE TITLE 5 SUBTITLE A, CHAPTER 551.

CITY OF HARLINGEN

Norma Sepulveda, Mayor

ATTEST:

Mayra Herrera, City Secretary

**AGENDA ITEM
EXECUTIVE SUMMARY**

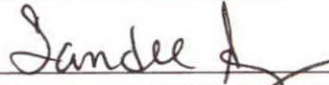
Meeting Date: **February 18, 2026**

Agenda Item:

Consideration and possible action to approve a contract agreement for consultant services with TDA Consulting, Inc. for the development of a Regional 5-year Consolidated Plan and Strategic Plan (2026-2030) in collaboration with the Cities of Brownsville and San Benito.

Attachment (CDBG)

Prepared By: Sandee Alvarez, Director



Brief Summary:

Participating local governments receive an annual allocation of Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), and HOME Investment Partnership Program (HOME) from HUD.

In order to acquire federal funding from the U.S. Department of Housing and Urban Development (HUD), participating jurisdictions must submit a consolidated plan for a 5-year period as set forth in 24 CFR Part 91.200. The consolidated plan describes activities and resources used to meet the needs of low- and moderate-income families. The consolidated plan is designed to help states and local jurisdictions assess their affordable housing and community development needs and market conditions, and to make data-driven, place-based investment decisions. In addition, participating jurisdictions must submit an annual action plan, which provides a concise summary of the actions, activities, and the specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified by the consolidated plan.

The City of Brownsville (COB), through proper procurement procedures and input from the Cities of Harlingen and San Benito, obtained Request for Proposals for a Consultant to undertake the development of a Regional Consolidated Plan and its necessary components. The COB will be the lead entity as approved by HUD.

Funding (if applicable):

Are funds specifically designated in the current budget for the full amount (Yes/No): Yes

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

Finance Director's approval (Yes/No/NA):

Staff Recommendation:

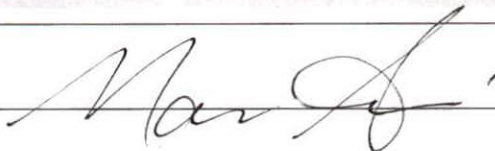
Staff recommends approval.

City Manager's approval:



Comments:

City Attorney's approval:





Contract Summary Form

Contract Number 011-26-GNT-RFP

Procurement Info	
Procurement Method:	IFB, RFP, RFQ
New Contract:	Yes ☒ No ☐
Advertisement Dates, if any:	October 18, 2025 and October 25, 2025
Award Date:	City Commission Tuesday, January 20, 2026
Contractor	
Vendor Name:	TDA Consulting Inc
Address:	131 Atkinson St. Ste. B Laurinburg, NC 28352
Point of Contact / Project Manager*:	Dionne L Roberts
Phone Number:	(833)483-2334
Email Address:	info@tdainc.org
City Contact Information	
Department:	Grants & Community Development Department
Point of Contact / Project Manager:	Efren Trujillo – Director
Email Address:	Efren.Trujillo@brownsvilletx.gov
Contract Term	
Contract Amount:	89,875.00
Contract Base/Primary Term:	1 year
Renewal Periods (if any):	None.
Total Term of Contract:	One Year (12 months)
Budget Information	
State or Federal Funds:	Yes ☒ No ☐



**CITY OF BROWNSVILLE CONTRACT AGREEMENT FOR CONSULTANT SERVICES TO DEVELOP
A REGIONAL 5-YEAR CONSOLIDATED PLAN & STRATEGIC PLAN (2026-2030)**
011-26-GNT-RFP

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 ("LEAD CITY") and City of Harlingen, City of San Benito, Texas, ("PARTNER CITIES") collectively hereinafter referred to as ("CITIES") and TDA Consulting, Inc. hereinafter referred to as ("CONTRACTOR"), 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 and Timeline (Exhibit B)
 - iii. Compensation and Fees (Exhibit C)
 - iv. Insurance (Exhibit D)
 - v. CDBG Clauses (Exhibit E)

2. Scope of Services

- a. Contractor shall perform the Services under this agreement upon written request orders by CITY. Unless otherwise specified in a project request, Contractor 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. Contractor will perform such Services in a diligent and workmanlike manner consistent with industry standards.
- c. By signing this Agreement, Contractor 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 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.



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. Contractor agrees that compensation for services shall be as specified in the Contract Documents "Exhibit C". It is acknowledged and agreed by Contractor that compensation, as enumerated in Exhibit C constitutes a limitation upon CITY's obligation to compensate Contractor for Contractor's services pursuant and related to this Agreement but it 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.
- b. 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.

6. Observation and Review of the Project.

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

7. Ownership of Documents.

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

8. Insurance

- a. The Contractor 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 Contractor'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 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.

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, Contractor'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 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 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.* 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 Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of 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.* 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 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 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.

10. 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

11. Indemnification.

- a. **CONTRACTOR COVENANTS AND AGREES TO FULLY INDEMNIFY, DEFEND 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 COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY, DEATH AND PROPERTY DAMAGE, MADE UPON THE CITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO CONTRACTOR'S ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY ACTS OR OMISSIONS OF CONTRACTOR, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONTRACTOR OR SUBCONTRACTOR OF CONTRACTOR, AND THEIR RESPECTIVE OFFICERS, AGENTS EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OF THE RIGHTS OR PERFORMANCE OF THE DUTIES UNDER THIS AGREEMENT. THIS INDEMNIFICATION PROVISION IS SPECIFICALLY INTENDED TO OPERATE AND BE EFFECTIVE EVEN IF IT IS ALLEGED OR PROVEN THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED, IN WHOLE OR IN PART, BY ANY ACT, OMISSION OR NEGLIGENCE OF THE CITY. THIS INDEMNITY PROVISION IS INTENDED TO INCLUDE, WITHOUT LIMITATION, INDEMNITY FOR COSTS, EXPENSES AND LEGAL FEES INCURRED BY THE CITY IN DEFENDING AGAINST**



SUCH CLAIMS AND CAUSES OF ACTIONS. IN THE EVENT CONTRACTOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

- b. THE PROVISIONS OF THIS INDEMNITY ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. CONTRACTOR SHALL ADVISE THE CITY IN WRITING WITHIN 24 HOURS OF ANY CLAIM OR DEMAND AGAINST THE CITY OR CONTRACTOR KNOWN TO CONTRACTOR RELATED TO OR ARISING OUT OF CONTRACTOR'S ACTIVITIES UNDER THIS AGREEMENT, AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT CONTRACTOR'S COST. THE CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING CONTRACTOR OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.
- c. 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.* Contractor shall not assign any of Contractor's rights under this Agreement or delegate the performance of any of Contractor'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 Contractor:	TDA Consulting, Inc. 131 Atkinson St. Ste B Laurinburg, NC 28352
If to Lead CITY:	City of Brownsville Attn: Efren Trujillo 1001 E. Elizabeth St. Brownsville, Texas, 78521 Efren.Trujillo@brownsvilletx.gov
If to Partner CITY:	City of Harlingen Attn: Sandee Alvarez 502 E. Tyler Harlingen, Texas, 78550 Email: salvarez@harlingentx.gov
If to Partner CITY:	City of San Benito Attn: Diana Garza 401 N. Sam Houston Blvd. San Benito, Texas, 78586 Email: dgarza@cityofsanbenito.com

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.

CONTRACTOR: TDA Consulting, Inc.

Signature: 

Print Name: Dionne Roberts

Title: CEO

Date: 1/23/2026



CITY OF BROWNSVILLE

Signature: _____

Print Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM

Alyssa J. Castillon
Assistant City Attorney

CITY OF HARLINGEN

Signature: _____

Print Name: _____

Title: _____

Date: _____

CITY OF SAN BENITO

Signature: _____

Print Name: _____

Title: _____

Date: _____



“EXHIBIT A” - Statement of Work (SOW)

Overview

The Consolidated Plan and Strategy (Con Plan) provides an integrated, five-year guide to city officials, staff, and community members in utilizing HUD and other resources to provide affordable housing, a suitable living environment, and expanded community and economic development opportunities to low, very low, and extremely low-income residents.

This Consolidated Plan and Strategy will cover the period from fiscal year 2025-2026 through 2029-2030 (October 1, 2026 – September 30, 2031), and builds on the current Consolidated Plan and Strategy, covering fiscal years 2020-21 through 2024-2025. Link for our current Consolidated Plan and Strategy;

<https://www.brownsvilletx.gov/DocumentCenter/View/12689/Con-Plan-2021-2025>

The Scope of Work also includes the Analysis of Impediments (AI) to fair housing, as required by the Federal Consolidated Plan Final Rule as amended at 24 CFR 91, and other requirements set forth by the federal regulations and the U.S Department of Housing and Urban Development (HUD) Office of Planning and Community Development (CPD).

The Con Plan will be developed in consultation with the cities of Brownsville, Harlingen, and San Benito’s Community Development staff, fellow City Departments, community service providers, consumers, residents, the private sectors, and other stakeholders. The Con Plan will incorporate Priority Needs, Priority Objectives, Implementation Goals, and Proposed Activities for three (3) HUD-funded programs for which the City receives formula-based annual entitlement grants, namely:

- Community Development Block Grant (CDBG)
- HOME Investment Partnership (HOME)
- Emergency Solutions Grants (ESG)

The specific requirements for the Consolidated Plan can be found in the Code of Federal Regulations, Title 24, Section 91, et. seq. (24 CFR 91). Guidance for preparing a Consolidated Plan submission and resources can be found at:

<https://www.onecpd.info/consolidated-plan/econ-planning-suite/>

<https://www.onecpd.info/consolidated-plan/guides>

<https://www.hudexchange.info/programs/consolidated-plan/>

Scope of Services

Specific tasks shall include, at minimum:

Organizational

- Prepare a timeline for project milestones including proposed community meetings, commission meeting(s), and City Council meeting(s). The deadline to submit the Consolidated Plan and Strategy to HUD is no later than August 9th, 2026.
- Meet with Region’s staff, in person, no less than three (3) times.
- At minimum, consultant will conduct presentations at three (3) City Council meetings. (City of Brownsville, City of Harlingen, and City of San Benito).

Needs Assessment

- Review current HUD Consolidated Plan regulations and guidance, particularly changes made since 2020.
- Conduct no less than three (3) community meetings with community stake holders, business community, housing agencies, social service agencies, CHDO representatives, City departments utilizing HUD funds for projects, and other organizations or individuals deemed appropriate.
- Develop and circulate one (1) community survey in English and Spanish.



- Perform a community Needs Assessment as necessary to develop new five (5)-year strategies, goals, priorities, and programs incorporating factual data and public input collected to support those recommendations.
- Gather factual and broad community input through citizen participation and data collection to complete the required HUD tables and analysis of housing and non-housing needs.
- Perform relevant consultations with private agencies, public agencies, and community groups as required.
- Develop and incorporate a performance measurement component as required by HUD regulations.
- Develop maps of key data elements such as income, housing, and racial characteristics.
- Analyze the data tables provided by the IDIS ConPlan template, which has been pre-populated with default data from the US census, CHAS and American Community Survey, and provide additional data collection as necessary.
- Using data, reports, documents and information collected develop written Needs Assessment and Market Analysis in format required by HUD.
- Adjust Needs Assessment and Market Analysis from HUD eCon Planning Suite submission document to one suitable for public distribution and comment.
- Prepare an Executive Summary for the Consolidated Plan.
- Include any relevant components of the ConPlan under 24 CFR Part 91, not listed above.
- Complete other additional actions as required by HUD.
- Develop an Analysis of Impediments to Fair Housing Choice for each entity.
- Assess the need for broadband and natural hazards analysis.

Preparation of 5-Year Consolidated Plan

- Prepare the Region's draft and final 5-Year Consolidated Plan and Strategy that includes 5-year funding goals, priorities and strategies, along with proposed accomplishments and performance measurements in the eCon Planning Suite in IDIS using the IDIS ConPlan template.
- Prepare maps, tables, charts, illustrations, and photographs to include in the ConPlan.
- Provide internal copies of plan sections to Community Development staff for review and comment before public draft of plan is finalized.
- The draft ConPlan must be in a Word Document that is easily readable by the public. It is our understanding that the eCon Planning Suite version, while meeting the HUD submission requirements, may not be the best document to display or print for public review.
- Provide a resource binder to include, at minimum, a list of data sources, copy of data collected, consultations, records, and any other supporting documentation used to develop and 5-Year Con Plan.
- Assist Community Development staff from each city (City of Brownsville, City of Harlingen, and City of San Benito) in responding to HUD questions or issues throughout the HUD approval process.

Firm will be responsible for preparing in final form and submitting electronically to HUD all forms and tables in the eCon Planning Suite after review and authorization. Firm will be responsible for making any revisions required by HUD after submission (**at no additional fee**). Firm will be responsible for troubleshooting with HUD relative to using the IDIS/eCon Planning Suite software.

Final Work Product/Deliverables:

- Firm is responsible for ensuring compliance to submit the Consolidated Plan and Strategy no later than the HUD deadline of **August 9th, 2026**.
- Firm is responsible for submitting digital copies, and reproducible originals of the Consolidated Plan and Strategy to all cities (City of Brownsville, City of Harlingen, and City of San Benito).
- Firm is also responsible for submitting one (1) copy of the final Consolidated Plan and Strategy as a PDF and (1) copy as a Word document to each entitlement to all cities.
- Firm will submit a reproducible copy of all maps, graphics, slide presentations, surveys, and photographs to all cities. Presentation materials, such as display boards, slides, videos, etc., shall be submitted to all Cities.
- All deliverables will become property of all cities.



“EXHIBIT B” – Contract Term

Contract Term Details: The Contract, pending City Commission approval, includes a Total Contract Term as follows:

- **Base Period:** The initial contract period (“Base Period”) shall begin upon City Commission approval and shall continue for **twelve (12) months**, or until all required tasks are completed, whichever occurs first, unless terminated earlier in accordance with the contract provisions.
- **Renewal Options:** The City reserves the right, at its sole discretion, to renew the Contract for additional periods, subject to:
 - mutual written agreement by both parties; and
 - the availability of appropriated funds.
- **Total Term of the Contract:** The total duration of the Contract, including the Base Period and any renewal periods, shall **not exceed one (1) year** unless otherwise mutually agreed upon in writing by both parties.
- **Mandatory HUD Submission Deadline:** The Contractor acknowledges that the Consolidated Plan and Strategy must be submitted to HUD no later than **August 9, 2026**, and agrees to perform all services in a timely manner to ensure compliance with this required deadline. Firm will be responsible for making any revisions required by HUD after submission (at no additional fee).



“EXHIBIT C” – Compensation Structure

Compensation for services rendered will be a CONSULTANT fixed price fee of **\$ 89,875.00 (Eighty Nine Thousand Eight Hundred Seventy Five Dollars and no cents)** inclusive of any and all expenses needed to perform said services. This fee will be invoiced monthly for itemized services rendered and performed in accordance with this Agreement. Payments shall be payable within thirty (30) calendar days of receipt and approval of the itemized invoice from CONSULTANT by the CITY.

ALL CITIES agree to contribute Community Development Block Grant Administrative and/or if necessary, General Fund dollars towards the cost of the CONSULTANT to undertake the services outlined in Exhibit A. It is understood that the cost distribution shall be that the City of Brownsville will pay sixty-seven percent (67%), the City of Harlingen will pay twenty-four (24%), and the City of San Benito will pay the remaining nine percent (9%) of the total fee. See below for Cost Allocation per City.

Cost Allocation per City Regional Consolidated and Strategic Plan (2026-2030)		
Cost Allocation Per City		
TDA Consulting, Inc. Total Fee		\$89,875.00
City of Brownsville	67%	60,216.25
City of Harlingen	24%	21,570.00
City of San Benito	9%	8,088.75
Total Cost:		\$ 89,875.00

*** Invoice will be pro-rated for the responsibility of each city based on the Cost Allocation per City table. Cities will provide copies of paid invoices to keep track of costs and not exceed budget***



TDA proposes an all-inclusive fee of **\$89,875 (Eighty-Nine Thousand Eight Hundred Seventy Five Dollars and no cents)**, which includes all overhead and travel.

TDA follows cost control principles, ensures performance within budget allocations, engages in prudent accounting practices, and ensures clear communication with client staff through our projects. TDA has completed dozens of Consolidated Plans and Analyses of Impediments to Fair Housing. TDA has processes and team structures in place to ensure efficient completion of the plans we help lead. As a result, we can confidently offer fixed fee proposals so that clients are certain about the costs of our services.

The fee schedule requested in the RFP follows:

ACTIVITY	COST
1. Community Consultation	\$22,468.25
2. Data Analysis and writing narrative for Consolidated Plan	\$22,468.25
3. Drafting of Annual Action Plans	\$13,480.95
4. Data Analysis and writing narrative for Analysis of Impediments	\$22,468.25
5. Entering the Five Year Consolidated Plan in IDIS and responding to HUD inquiries	\$8,989.30
TOTAL	\$89,875

Amounts will be invoiced upon completion of each line item task as noted below.

MILESTONES

PERCENT OF CONTRACT AMOUNT DUE

Completion of Consultation	20%
Completion of PR Section	5%
Completion of NA Sections	10%
Completion of MA Sections	10%
Completion of SP, AP Sections	15%
Publication of Plans for Comment	10%
Completion of AI Draft	15%
Entry of Plans into IDIS/Submission to HUD	5%*
HUD Approval	10%

*TDA's ability to enter the plans into IDIS will depend on gaining access to the system in a timely manner. The City will need to work with HUD to expedite this access.



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 12/31/2025

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 Mary Storti c/o Paychex Insurance Agency, Inc. 225 Kenneth Drive, Rochester, NY 14623	CONTACT NAME: PHONE (A/C, No. Ext): (888) 627-4735 FAX (A/C, No.): E-MAIL: PEO_WorkComp@paychex.com ADDRESS: <table style="width: 100%;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A: American Zurich Insurance Company</td> <td>40142</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: American Zurich Insurance Company	40142	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Paychex PEO Holdings, LLC Alt. Emp: TDA CONSULTING INC 911 Panorama Trail South Rochester NY 14625															

COVERAGES
CERTIFICATE NUMBER: 20337804

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 SUBR INSD WYD	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 ☐ PROJECT ☐ LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	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) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
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 ☒ N	WC 29-38-687-23	06/01/2025	06/01/2026	☒ PER-STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
			Location Coverage Period	06/01/2025	06/01/2026	Client# 91999-1

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

Coverage is provided for only those co-employees of, but not subcontractors to: TDA CONSULTING INC, 131 ATKINSON ST, STE B, LAURINBURG NC 28352

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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/31/2025

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 Wade S Dunbar Agency 800 Atkinson St Laurinburg NC 28352		CONTACT NAME: Dawn Kennedy PHONE (A/C, No, Ext): (910) 610-2352 E-MAIL ADDRESS: dawn@wsdunbar.com FAX (A/C, No): (910) 610-2352	
INSURED TDA Consulting, Inc 131 Atkinson St #B Laurinburg NC 28352-3629		INSURER(S) AFFORDING COVERAGE INSURER A: Fidelity and Guaranty Ins. Company INSURER B: Travelers Property Casualty Co INSURER C: Lloyds of London INSURER D: INSURER E: INSURER F:	
		NAIC # 35386 25874	

COVERAGES **CERTIFICATE NUMBER:** Master 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 SUBR INSD 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:	Y	BIP0Y948354	04/20/2025	04/20/2026	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000					
	MED EXP (Any one person) \$ 5,000					
	PERSONAL & ADV INJURY \$ 1,000,000					
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		BIP0Y948354	04/20/2025	04/20/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		CUP0Y949191	04/20/2025	04/20/2026	EACH OCCURRENCE \$ 5,000,000
						AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE OTH-ER
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
C	Professional Liability		MPL169338125	01/29/2025	01/29/2026	Occurrence 1,000,000 Aggregate 2,000,000 Deductible 10,000

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

City of Brownsville Texas is included as an additional insured by written contract with respects to the general liability policy.

CERTIFICATE HOLDER

CANCELLATION

City of Brownsville 1001 East Elizabeth St Brownsville TX 78521	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 Dawn K. Kennedy

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COMMERCIAL GENERAL LIABILITY

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| A. Who Is An Insured – Unnamed Subsidiaries. | G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers |
| B. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees And Co-Volunteer Workers | H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises |
| C. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies | I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations |
| D. Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement | J. Blanket Additional Insured – Grantors Of Franchises |
| E. Blanket Additional Insured – Broad Form Vendors | K. Incidental Medical Malpractice |
| F. Blanket Additional Insured – Controlling interest | L. Blanket Waiver Of Subrogation |

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- Before you maintained an ownership interest of more than 50% in such subsidiary; or
- After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- A limited liability company;
 - An organization other than a partnership, joint venture or limited liability company; or
 - A trust;
- as indicated in its name or the documents that govern its structure.

B. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" while performing duties related to the conduct of your business.

COMMERCIAL GENERAL LIABILITY

C. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

1. The following replaces the first sentence of Paragraph 3. of **SECTION II – WHO IS AN INSURED**:

Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization.

2. The following replaces the last sentence of Paragraph 3. of **SECTION II – WHO IS AN INSURED**:

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
 - b. An organization other than a partnership, joint venture or limited liability company; or
 - c. A trust;
- as indicated in its name or the documents that govern its structure.

D. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

E. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
 - (1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;
 - (2) Any change in "your products" made by such vendor;
 - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
 - (5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
 - (6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

- 1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

- 2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

- The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

- The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

COMMERCIAL GENERAL LIABILITY

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. BLANKET ADDITIONAL INSURED – GRANTORS OF FRANCHISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that grants a franchise to you is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of your operations in the franchise granted by that person or organization.

If a written contract or agreement exists between you and such additional insured, the limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

K. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph b. of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist, occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
 - b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.
6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services"

to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

L. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

Consultants Professional Liability Coverage Part

Subsidiary	means any entity of which the named insured has majority ownership before or as of the inception of the policy period .
Employee	means any past, present, or future: 1. person employed by the named insured or subsidiary as a permanent, part-time, seasonal, leased, or temporary employee, or any volunteer; or 2. partner, director, officer, or board member (or equivalent position) of the named insured or subsidiary, but only while in the course of their performance of consulting services on behalf of or at the direction of such named insured or subsidiary.
Independent contractor	means any person or entity contracted by the named insured or subsidiary to perform the same consulting services as the named insured or subsidiary , but only while in the course of their performance of consulting services on behalf of or at the direction of the named insured or subsidiary .
Joint venture	means a business enterprise in which the named insured or subsidiary participates pursuant to a written agreement, but only for: 1. consulting services performed by the named insured or subsidiary; and 2. the same percentage of covered damages and claim expenses as the percentage of the named insured's or subsidiary's participation in the joint venture.
Additional insured	means any person or organization you have agreed in a written contract or agreement to add as an additional insured to a policy providing the type of coverage afforded by this Coverage Part, provided the contract or agreement: 1. is currently in effect or becomes effective during the policy period; and 2. was executed before the consulting services out of which the claim arises were performed. Coverage is available for additional insureds solely for their liability arising out of your negligence or of those acting on your behalf and not for any liability arising out of the sole negligence of the additional insured.

IV. Defense and settlement of claims

Defense	We have the right and duty to defend any covered claim, even if such claim is groundless, false, or fraudulent. We have the right to select and appoint counsel to defend you against a covered claim. You may request in writing that we appoint defense counsel of your own choice, but whether to grant or deny such a request will be at our sole discretion.
Settlement	We have the right to solicit and negotiate settlement of any claim but will not enter into a settlement without your consent, which you agree not to withhold unreasonably. If you withhold consent to a settlement recommended by us and acceptable to the party who made the claim, the most we will pay for that claim is the sum of: 1. the amount of our recommended settlement; 2. claim expenses incurred up to the date of our recommendation; 3. 50% of all claim expenses incurred after our recommendation; and 4. 50% of all damages in excess of the settlement amount recommended by us.



FORM 10
City of Brownsville Federal Clauses Certification Form

FEDERAL CERTIFICATIONS
AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Federal Funds will be used therefore this form should be completed and returned.

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 ^{DR} _____ 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 ^{DR} _____ 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 ^{DR} _____ 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 DR 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 DR 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 DR 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 OR _____ 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 OR _____ 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 OR _____ 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 DR 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 DR 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 DR 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 DR 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 DR 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 _____ Initials of Authorized Representative of contractor/supplier.

N/A (Not applicable to this contract) _____

Contractor/Supplier's Name: TDA Consulting Inc

Address, City, State, and Zip Code: 131 Atkinson St. Ste. B. Laurinburg, NC 28352

Phone Number: 833.483.2334

Fax Number: _____

Printed Name and Title of Authorized Representative: Dionne L. Roberts

Email Address: info@tdainc.org

Signature of Authorized Representative: _____

Date: November 10, 2025

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

Civil Rights Compliance Assurance

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 DR 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 ☐ OR ☐ 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 ☐ OR ☐ 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 ☐ OR ☐ 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 ☐ OR ☐ 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 ☐ OR ☐ 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 understand 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:

TDA Consulting Inc.

Address, City, State, and Zip Code:

131 Atkinson St. Ste. B. Laurinburg, NC 28352

Phone Number: 833 483 2334

Fax Number:

Printed Name and Title of Authorized Representative:

Dionne L. Roberts, President and CEO

Email Address:

info@tdainc.org

Signature of Authorized Representative:

Date: November 10, 2025

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

Certificate Number:
2025-1404041

Date Filed:
12/31/2025

Date Acknowledged:
01/05/2026

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

TDA Consulting, Inc.
San Antonio, TX United States

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.

011-26-GNT-RFP
Consulting 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)

1063

**AGENDA ITEM
EXECUTIVE SUMMARY**

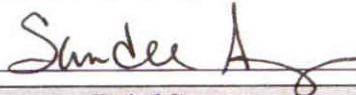
Meeting Date: **February 18, 2026**

Agenda Item:

Consideration and possible action to approve a request to assign the Community Development's Program Manager for the HOME Investment Partnership Program American Rescue Plan (HOME-ARP) to negotiate then authorize the City Manager to finalize the purchase of property within the city limits of Harlingen to convert and/or rehabilitate into affordable rental housing for qualifying populations as approved by HUD in the Home-ARP Allocation Plan dated September 11, 2023.

Attachment (CDBG)

Prepared By: Sandee Alvarez, Director



Brief Summary:

The City of Harlingen received a HOME-ARP allocation in the amount of \$1,210,837 as part of the American Rescue Plan to address the most vulnerable qualifying population who are either homeless or at risk of becoming homeless. The City of Harlingen considered characteristics of its shelter and housing inventory, supportive services, needs identified in the gap analysis and feedback from stakeholders to determine funding priorities for the HOME-ARP grant funding. With the development of the gap analysis and the consultations with stakeholders, the City of Harlingen was able to identify activities that will assist the qualified populations in the City. The results of the gap analysis shows that there is a need for Supportive Services, Tenant Based Rental Assistance, and an expansion of Affordable Rental Housing to respond to individuals and families from the most vulnerable qualified populations.

Following are the individual funding amounts per category:

Supportive Services:	\$ 287,900
Tenant Based Rental Assistance:	\$ 345,837
Development of Affordable Rental Housing	\$ 395,500
Administration and Planning	\$ 181,600
TOTAL HOME-ARP ALLOCATION	\$1,210,837

The HOME-ARP Program Manager has actively been searching for multi-family units in an effort to identify a property or properties that will fit the needs identified in the plan. The funding amount is \$395,500 for this category. Once identified, the city will issue an RFQ to non-profit organizations who may act as the managing partner and own the property once the Land Use Restriction Agreements have been complied with.

Following are the individual funding amounts per category:

Funding (if applicable):

Are funds specifically designated in the current budget for the full amount (Yes/No): Yes

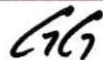
*If no, specify source of funding and amount requested:

Finance Director's approval (Yes/No/NA):

Staff Recommendation:

Staff recommends approval.

City Manager's approval:



Comments:

City Attorney's approval:



City of Harlingen HOME-ARP Allocation Plan



September 11, 2023

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**HOME-ARP Allocation Plan
City of Harlingen, Texas**

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Introduction

The City of Harlingen has received an allocation of \$1,210,837 in HOME Investment Partnership Program American Rescue Plan (HOME-ARP) funds from the U.S. Department of Housing and Urban Development (HUD). This supplemental funding was allocated by formula to existing Participating Jurisdictions of the HOME program to address the needs for homelessness assistance and supportive services. The allocation authorized by the American Rescue Plan of 2021 must primarily benefit individuals and families who are experiencing homelessness, who are at risk of homelessness, who are fleeing dangerous situations or who are in other vulnerable populations at greatest risk of housing instability. HOME-ARP allows Participating Jurisdictions to establish reasonable preferences among the qualifying populations. During the development of this plan, the City has determined that preferences are not necessary and will utilize the funding to provide services to all defined qualified populations.

This plan includes 1) an outline of the completed consultation and public participation process, 2) a needs assessment of qualifying populations and gaps in local housing and services systems, and 3) planned uses of HOME-ARP funds and justification for using these funds for both social service programs and for the development of affordable rental housing.

HOME-ARP funds can only be expended on eligible activities:

- Provision of Supportive Services (such as housing counseling, homelessness prevention, childcare, job training, legal services, case management, moving costs, rental applications, and rental assistance)
- Acquisition and Development of Non-Congregate Shelters: Purchase and/or Development of Non-Congregate Shelter (these structures can remain in use as a non-congregate shelter or can be converted to 1) emergency shelter under the Emergency Solutions Grant (ESG) Program; 2) permanent housing under the Continuum of Care (CoC) Program; or 3) affordable housing under the HOME Program)
- Tenant-Based Rental Assistance (TBRA)
- Production or Preservation of Affordable Housing (such as acquisition and rehabilitation)
- Non-Profit Operating (5% maximum allocation) (may not exceed the greater of 50 percent of the general operating expenses of the organization for that fiscal year)
- Non-Profit Capacity Building (5% maximum allocation) (may not exceed the greater of 50 percent of the general operating expenses of the organization for that fiscal year)
- Administration and Planning for the HOME-ARP Program (15% maximum allocation)

HOME-ARP funds must be used primarily to benefit individuals or families from the following qualifying populations:

- Sheltered and unsheltered homeless population
- Those currently housed populations at the risk of homelessness
- Those fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking
- Other families requiring services, housing assistance, or to prevent homelessness
- Those at greatest risk of housing instability or in unstable housing situations

Below are definitions for terms that are used frequently in relation to HOME-ARP funds.

NON-CONGREGATE SHELTER: As opposed to congregate settings, such as traditional homeless shelters where individuals share a large area or room, non-congregate shelter provides more private accommodations (individual rooms). During the COVID-19 pandemic people living in congregate facilities have been at higher risk of contracting or having complications from the virus because physical distancing is almost impossible.

QUALIFYING POPULATIONS (QPs): For HOME-ARP funds, this means people experiencing homelessness, at risk of becoming homeless, fleeing domestic violence and other dangerous situations, or otherwise at high risk of housing instability.

SUPPORTIVE SERVICES: Services that assist households or individuals maintain housing stability and quality of life. These may include support with finding and applying for housing, financial assistance for moving costs, childcare, legal services, life skills training, mental health and substance abuse services, and more.

TENANT BASED RENTAL ASSISTANCE: A financial subsidy to help households afford housing costs such as rent and security deposits. “Tenant-based” means the subsidy is attached to the household and they can use it to rent any rental unit that meets program guidelines and whose landlord is willing to participate and accept the subsidy payment. The payment is made directly to the landlord on behalf of the tenant.

Consultation

The City of Harlingen’s consultation process during the development of the plan included reviewing system level data as well as seeking input from community partners regarding their identification of needs and gaps. The Texas Homeless Network (THN) is the Continuum of Care’s (CoC) lead agency. THN provided data from the 2022 Point in Time (PIT) and Housing Inventory Count (HIC). The City of Harlingen consulted with homeless and domestic violence service providers, veteran’s groups, public housing or private organizations that address fair housing, civil rights, and the needs of persons with disabilities.

List the organizations consulted:

Agency/Org Consulted	Type of Agency/Org	Method of Consultation	Feedback
Loaves and Fishes of the RGV	Homeless Service Provider (QP1)	In Person, CDBG Office, phone calls and email threads, Victor Rivera, Executive Director	Would like to acquire a building to serve the homeless population as a non-congregate shelter. Another need would be the renovation of a part of their building which was recently vacated by an agency that was previously leasing. They would like to expand their support services to that area, provide washers and dryers for their residents, & create new family units.
Family Crisis Center	Domestic Violence Service Provider/ Emergency Shelter (QP3)	Via phone call and email threads / Laura Martinez, Executive Director	Greatest need includes the addition of a shelter advocate to help with the weekend and evening shifts. Adding actual doors to the shower stalls as opposed to glass doors to the communal restrooms. Replacing the privacy fence around the back of the shelter would help with privacy and security for clients residing at the shelter.
La Posada Providencia	Emergency Shelter Provider/ Refugees (QP1)	Via phone call and in person / Sister B. Palomino, Counselor	Funding is always needed and welcomed to offer supportive services to residents at the temporary shelter.
Tropical Texas Behavioral Health	Mental Health Service Agency/ Disability (QP2)	Via phone call / Coni Aguirre, Chief Administrative Officer	It is difficult for persons being discharged to qualify for any services due to the strict requirements such as background checks, etc. This is a barrier that needs to be addressed.
Valley Baptist Legacy Foundation	Health Care Agency (QP2)	Via phone call / Judy Quisenberry, Executive Director	There is not enough funding for repairs, maintenance and upkeep of existing housing stock. No permanent supportive housing, not enough shelter space, not

			enough transitional housing, and now housing is just no longer affordable.
Housing Authority of City of Harlingen	Public Housing Agency/ Fair Housing (QP4)	Via WebEx and email / Diana Perez, HCV Program Administrator	The greatest need is additional units for our clients that are currently on our waiting list. We are currently looking into building 25 to 50 new units to help more families with Affordable Housing.
Housing Authority of the City of San Benito	Public Housing Agency/ Fair Housing (QP4)	Via phone call / Alma Cardenas, Lead Public Housing Manager	We do have people on our waiting lists from Harlingen. There is not enough vouchers nor units to serve all of the residents in need of shelter services.
Housing Authority of the City of Brownsville	Public Housing Agency/ Fair Housing (QP4)	Via phone call	Fair housing awareness is a great need. Perhaps funding to provide education to tenants who are unaware of their rights.
Cameron County Housing Authority	Public Housing Agency/ Fair Housing (QP4)	Via phone call / Yolanda Santamaria, Asst Executive Dir.	As most public housing authorities, the need for additional vouchers and units available is lacking.
Friendship of Women	Domestic Violence service provider / Emergency Shelter (QP3)	Via phone call / Evonne Lopez, Social Change Services Manager	We get battered women and children from the upper Cameron county area who are fleeing and do not want to be located. The greatest need is that of supportive services and operational costs.
Community Action Corporation of South Texas	Social Service Provider (QP2, QP4)	Via phone / Joann Rodriguez, Case Worker	The greatest barrier is that individuals are not able to qualify for assistance for weatherization due to the extent of repairs needed to their homes. Most have foundation leveling issues, leaking roofs, plumbing and electrical problems, mold & rodent/roach infestation. More funding is needed for home repairs.
Harlingen Community Development Corporation	Affordable Housing Provider; Veterans services; Fair Housing Organization;	In person, via phone and email / Alfredo Huerta, Executive Director	Provides low to moderate-income families with both single-family and multi-family affordable housing. There are not enough affordable rental units available to

	Organization service persons with disabilities; Non-Profit entity; Addressing needs of those at risk of homelessness (QP2)		satisfy the need. Financial assistance is needed to provide both rental assistance payments and development of units. Assistance is also needed to provide direct subsidies to first time homebuyers and to obtain affordable housing opportunities.
Valley Haven	Emergency Shelter for Children who have been abused. Agency works with CPS & Law Enforcement to "hold" children prior foster placement (QP3)	In person, staff visit / Gracie Baldwin, Director of Operations	The greatest current need is the expansion of the Kitchen at the shelter. The current kitchen is extremely small. Would also like to expand closets. Second greatest need is the need for housing units for their Supervised Independent Living (SIL) program for extended foster care (children who reach 18). Currently have 1- 4 plex. Need for Supportive Services for this program.
Harlingen Outreach Center	Juvenile Probation office (QP2)	In person and via phone / Amanda Drash, HOC Administrator	Currently offering afterschool program for children ages 6 to 14 who are "at-risk". Need: funding for renovation of building located in Harlingen. Building is currently vacated due to the extent of repairs needed.
City of Harlingen Veteran's Board	Veterans group (QP2)	Via phone and email / Luis Garcia, Chairman	The need for supportive services for those that cannot find a way out or who have been turned away by family and their social network.
Valley AIDS Council / Westbrook Clinic	Health Care Provider (QP2)	Via phone and email / Wally Cantu, Executive Director	The center offers health care and supportive services to persons suffering from HIV. Some patients may be on the verge of homelessness due to lack of financial resources, family or support systems or who are too ill to work.
BCFS Health and Human Services	Public Service Agency/ Address needs of qualifying	Via phone call / Jeff Wolpers, Senior Program	Agency is mostly funded by the Department of Family Protection Services. More than 90% of the

	populations (QP1, QP2)	Director	persons they serve are economically challenged. They offer supportive services to persons needing parenting support, family success, young adulthood preparation for adult living, and transition centers for children aging out of foster care.
Salvation Army	Public Service Agency/ Basic Needs services/ Address needs of qualifying populations / Needs of persons with disabilities (QP1, QP2)	Via phone call / Major Kelly Durant, Corps Officer	The Harlingen location does not offer a shelter for those in need. They do offer a one-time assistance payment of \$300 for rent or utilities per client. Most times, this is only enough to get the family/individual through a difficult situation one time. Homeless individuals are referred to Loaves and Fishes or transported to their shelter in McAllen. Shelter space is needed in Harlingen, however then operational costs are also needed.
Workforce Solutions	Organization that addresses Civil rights/fair housing needs of people with disabilities (QP1,QP2,QP3,QP4)	Via phone call/ May 30, 2023	The organization identified a need for supportive services due to the poor post-pandemic financial situation for low income persons and families. Housing has become increasingly unaffordable and clients lack knowledge on current services available. Although the needs of services vary throughout the year, a continuous priority need is rental assistance and utility assistance for people who are unable to sustain a job while they are completing their higher education.
Texas Rio Grande Legal Aid (TRLA)	Civil Rights/Fair Housing/needs of people with disabilities (QP1,QP2,QP3,QP4)	Via phone call/ May 29, 2023	The population TRLA most services are those at-risk of homelessness. On a daily basis, TRLA deals with eviction cases, family law, court registry, resident rights, rental assistance, housing services, and outreach. According

			to our consultation, the most requested service is rental-assistance. The COVID-19 pandemic increased rental-assistance requests. Amongst the most affected groups are the elderly, people with disabilities, and singleparent households. For TRLA the gaps include supportive services such as counseling, education, job training, and health care. Continuous request have been made by clients for financial assistance to help them pay for past rent and utilities. From the eligible activities for HOME-ARP, the most needed for the population served by TRLA are rental assistance, supportive services, homeless prevention services, and housing counseling. The production and preservation of affordable housing is another activity that will benefit their clients.
Texas Homeless Network- CoC Balance of State	Continuum of Care Lead Agency	Consultation Via Zoom and via phone calls	Feedback from THN included ways other PJs are choosing activities & different strategies to gather data from stakeholders. Consider the needs identified in our most recent Consolidated Plan that can be funded by HOME-ARP. Strategies to collaborate with housing & service providers that would like to partner to provide services to QPs within the HOME-ARP funded projects.

Summarize feedback received and results of upfront consultation with these entities:

The City of Harlingen consulted with community organizations, including organizations serving the homeless, those at risk of becoming homeless, public housing authorities, and nonprofit agencies. The method of consultation took place individually either by phone call, email, video call, or in person by setting up a meeting at the offices of the agencies or at the Community

Development office. During this process, we found that most agencies don't have enough resources to meet the needs of the qualifying populations. The homeless shelters located in the City of Harlingen expressed the need for additional space or units, however if assisted with additional space, then this would create the need for further operational costs. Most agencies indicated that affordable rental housing along with tenant based rental assistance is lacking. The consultations revealed the following areas of greatest need:

- Rental Assistance
- Supportive Services
- Shelter space
- Operational costs
- Transitional Housing
- Affordable Rental Housing

Public Participation

Describe the public participation process, including information about and the dates of the public comment period and public hearing(s) held during the development of the plan:

The City of Harlingen provided for and encouraged citizen participation in the development of the HOME-ARP allocation plan. Before submission of the plan, the City provided residents with reasonable notice and an opportunity to comment on the proposed HOME-ARP allocation plan and Annual Action Plan Substantial Amendment of no less than 15 calendar days. The City followed its adopted requirements for "reasonable notice and an opportunity to comment" for plan amendments in its current citizen participation plan. In addition, the City of Harlingen held two public hearings as described below.

- ***Date(s) of public notice: February 18, 2023***
- ***Public comment period: start date –February 20, 2023 end date –March 8, 2023***
- ***Date(s) of public hearing: February 20, 2023 and March 15, 2023***

Describe the public participation process:

The HOME-ARP plan was developed utilizing feedback from questionnaires, secondary data sources, as well as information and documentation from other city departments. The public comment period for the HOME-ARP Allocation Plan and the substantial amendment to the 2021-2022 Annual Action Plan began on February 20, 2023 and ended on March 8, 2023. A Public Notice was published in the local newspaper and included information regarding the proposed plan as well as dates and times for the scheduled public hearings. Comments were solicited and were allowed to be submitted by mail, phone, email or during the public hearings.

Describe efforts to broaden public participation:

In addition to the required Public Notice being published in the Valley Morning Star, notices of the Public Hearings were also posted in front of our City Buildings, at the Public Library, at the Housing Authority offices, and on the City of Harlingen's website. Invitations to attend the public hearings were sent via email to over 20 local organizations in the Harlingen area. An email questionnaire was sent to community stakeholders requesting comment on the allocation plan. This included social service organizations, homeless service providers, advisory boards, and other non-profit organizations.

Summarize the comments and recommendations received through the public participation process either in writing, or orally at a public hearing:

Although no formal comments were submitted by the public, local organizations were able to voice their needs by email and/or phone communication with our offices during the public comment period. The Executive Director from Loaves and Fishes attended one of our Public Hearings and spoke only privately to our office director after the public hearing. He indicated he greatly appreciated any help we could provide with our funding. His greatest needs included obtaining a building to provide non-congregate shelter and also the rehabilitation of a portion of their building to provide for additional supportive services for their existing shelter.

Summarize any comments or recommendations not accepted and state the reasons why:

The City of Harlingen considered and accepted all comments, views or recommendations received in writing or orally at the public hearings when preparing the HOME-ARP allocation plan.

Needs Assessment and Gaps Analysis

The City of Harlingen evaluated the size and demographic composition of the four (4) qualifying populations within its boundaries and assessed the unmet needs of those populations. In addition, the city identified any gaps within its current shelter and housing inventory as well as service delivery systems. The City of Harlingen used current data, including point in time count, housing inventory count, data available through CoCs, American Community Survey (ACS), CHAS data, American Housing Survey, as well as other data sources and consultations with service providers to quantify the individuals and families in the qualifying populations and their need for additional housing, shelter, or services.

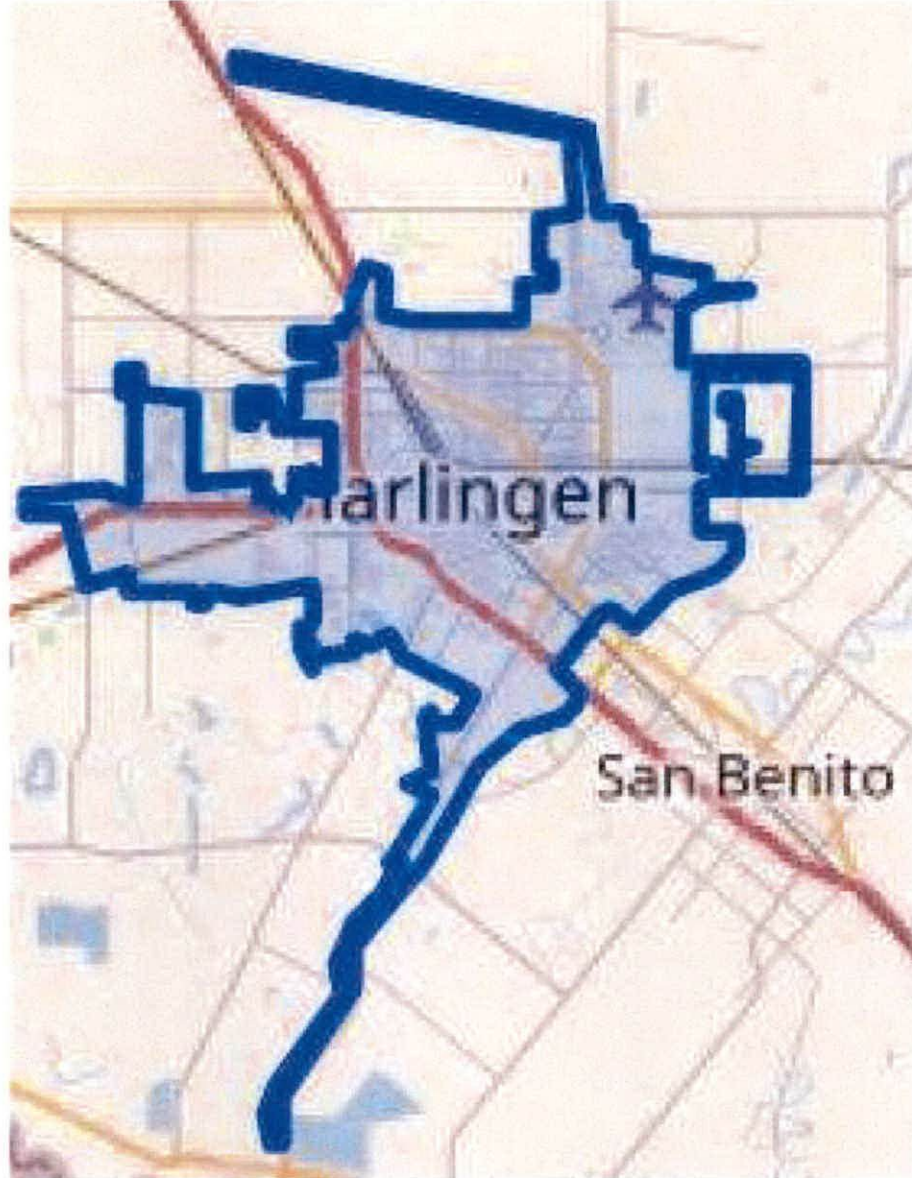
Describe the size and demographic composition of qualifying populations within the PJ's boundaries:

QP1- Homeless as defined in 24 CFR 91.5

According to the 2022 Texas Homeless Network Point in Time (PIT) count, there were 103 people who are experiencing homelessness in the City of Harlingen. The count includes individuals and families that are staying in emergency shelters and those that are unsheltered. The PIT count identifies that 22 out of the 103 are chronically homeless, while three (3) are veterans, 31 are adults with serious mental illness, 17 are adults with substance use disorder, three (3) are adults suffering with HIV/AIDS, and 15 are adult survivors of domestic violence. The table below depicts the demographic data for the 103 individuals and families in this qualifying population.

Total Homeless	103
Age	
Adults over age 25	92
Young Adults (18 to 24)	3
Children (under 18)	8
Gender	
Males	53
Females	23
Unknown/unanswered	27
Race	
White	69
Black/ African American	6
Unknown/unanswered	28
Ethnicity	
Hispanic Origin	52
Non-Hispanic Origin	13
Unknown/unanswered	38
Other categories (added in total 103)	
Veterans	3
Adults with serious mental illness	31
Adults with a substance use disorder	17
Adults with HIV/AIDS	3
Adult survivors of domestic violence	15
Chronically Homeless	22

City of Harlingen, Texas PIT Data Boundary

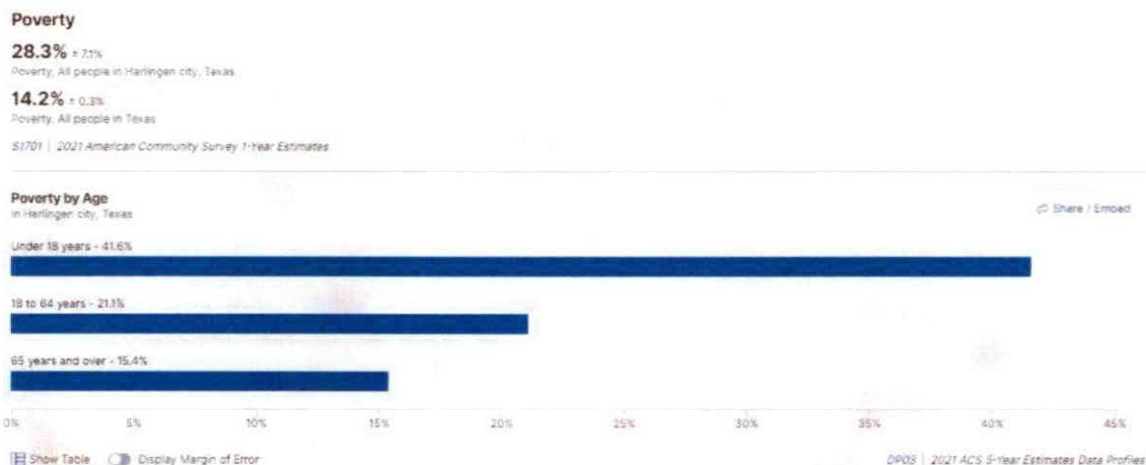


Source: Texas Balance of State Regional Command Center

QP2- At Risk of Homelessness as defined in 24 CFR 91.5

The most vulnerable population at risk of becoming homeless are those at or below 30 percent of the median family income for the area and those who do not have sufficient resources such as family, friends, faith-based or other social networks immediately available. According to the 2021 American Community Survey, 28.3% or 20,285 of the population of 71,678 in Harlingen were considered to be at poverty level. Of these, 41.6%

or 8,439 are persons under the age of 18, 21.1% or 4,280 are between the ages of 18 to 64 and 15.4% or 3,124 are people 65 years of age and over. Please refer to graph below.



Texas Behavioral Health offers services to individuals and families suffering with mental health issues and substance abuse. This population is also at high risk of becoming homeless either when they are discharged from care, or if they fail to stay due to the lack of resources to pay for the services. According to their website's latest annual report, the agency served a total of 13,446 unduplicated persons from Cameron County.

Children who age out of foster care are also at great risk of becoming homeless. During our consultation process, we found that there are several agencies and/or organizations who offer supportive services to assist this population in becoming self-sufficient responsible adults and members of society.

Both BCFS- Health and Human Services and RGV-SIL (Supervised Independent Living) provide Youth Transition Centers and the Preparation for Adult Living (PAL) that offer case management, counseling, sheltering, and life skills training to youths aging out of the foster care system or returning home from juvenile justice institutions. At the time of this consultation, these agencies were serving eight (8) children; five (5) females ages 17, 18, 19, 19 and 20; and three (3) males ages 16, 17, and 20 all white and seven (7) are of Hispanic origin.

The Valley Aids Council assisted a total of 99 persons with AIDS with Short-term Rent, Mortgage and Utilities. Additional demographic data was not available for distribution by the clinic.

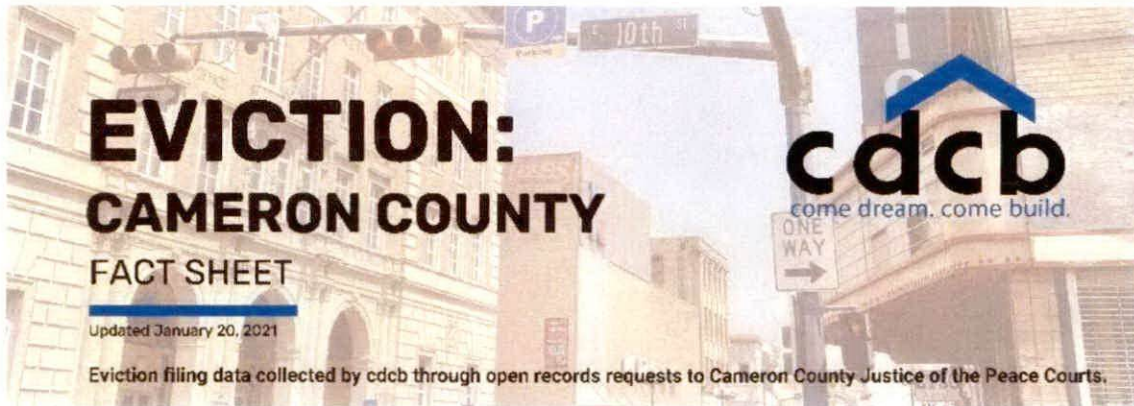
In 2020, a study was released that showed that Cameron County has the highest eviction filings percentage compared to the national average (please see below). Researchers

indicated that this is a systematic problem and not a new issue. It was found that almost two (2) families had been threatened with eviction per day from 2018 to 2020.

In 2023, cdc | come.dream.come.build. (agency that serves the entire county) assisted more than 4,100 households and prevented 1,596 evictions with their Emergency Rental Assistance program.

The Housing Authority of the City of Harlingen indicated that they currently hold a waitlist of 641 for their Housing Choice Voucher/Section 8 Program and Housing/Low Rent Program. There are 481 females and 160 males of which 622 are White, 19 are Black/African American; and 577 are of Hispanic origin. It is estimated that the waiting period to become assisted by either program is from 6 months to 1 ½ years. If not assisted soon this population is at great risk of becoming homeless which is why they are identified under this qualifying population.

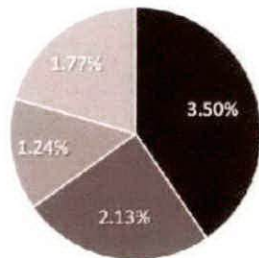
Eviction and homelessness are not extremely visible in the Rio Grande Valley due to the nature of the community that we serve where families are more than likely to take in other family members who have been displaced from their own housing. This, in turn, causes cases of over-crowding which suggests these individuals and families may be at risk of homelessness. According to the 2013-2017 CHAS data, there were 1,165 renters and 215 homeowners experiencing overcrowding in the City of Harlingen. Please see Housing Needs Summary Table following the Eviction Fact Sheet below.



2,081 EVICTIONS FILED SINCE SEPT 2018

2+ AN AVERAGE OF EVICTIONS FILED PER DAY FOR THE LAST TWO YEARS

551 EVICTIONS FILED SINCE MORATORIUM (3/27/2020)



■ Cameron ■ Willacy ■ Starr ■ Hidalgo

140+ LIKELY SUCCESSFUL EVICTIONS SINCE MORATORIUM**

AVERAGE HOUSEHOLD SIZE: **3.5** Compared to 2.5 national average*

NEGATIVE IMPACTS OF EVICTION

- Previous eviction has been shown to significantly increase risk of unemployment (Desmond & Gershenson, 2016).
- Persons threatened by eviction are more likely to experience depression, high blood pressure, and alcohol dependence (Vasquez-Vera et al, 2017).
- Eviction and residential instability are closely linked to childhood trauma, as well as poor educational achievement (Sandstrom & Huerta, 2013; Gruman et al, 2013).
- A city's financial health is closely tied to the financial health of its residents, of which evictions play a large part (Urban Institute, 2017).

RGV FILING RATE*

EVICTIONS FILED PER 100 HOUSEHOLDS
Compared to 2.17% national average

*on average according 2015 US Census data.

**based on 96 eviction cases ruled 'default judgments' in Cameron County since 3/27/20. If a tenant does not appear at their eviction trial, the landlord wins the eviction case by default judgment. True evictions likely exceed this number.

HOUSING NEEDS SUMMARY TABLE (OVERCROWDING)

	Renter					Owner				
	0-30% AMI	>30- 50% AMI	>50- 80% AMI	>80- 100% AMI	Total	0-30% AMI	>30- 50% AMI	>50- 80% AMI	>80- 100% AMI	Total
NUMBER OF HOUSEHOLDS										
Severely Overcrowded - With >1.51 people per room	315	95	75	85	570	30	10	20	10	70
Overcrowded - With 1.01-1.5 people per room	180	265	125	25	595	45	20	55	25	145
TOTALS					1,165					215

In summary, our consultations and data collection shows that there are 20,285 individuals and families living in poverty; 13,446 suffering from mental health and/or substance abuse; 8 youths being served as they transition from foster care; 2,081 evictions filed; 4,100 households assisted with rental payments; 1,596 evictions prevented; 1,380 households living in overcrowded conditions. Complete demographic data was not available for all categories.

Category/ Issue	Number	Age <18	Age 18-64	Age 65+	Male	Female	Race	Hisp
Poverty	20,285	8,439	4,280	3,124				
Mental Health/Sub Abuse	13,446							
Aging out of Foster Care	8	4	4	0	3	5	White-8	7
Evictions filed	2,081 HH							
Overcrowding	1,380 HH							
HIV/AIDS-housing	99							
Emergency Rental Assistance	4,100 HH	84 persons	28 persons	10 persons	97	113	White-213	187
Evictions Prevented	1,596							
<30% AMI w Housing Cost Burden >50%	1,085							

QP3- Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking, as defined by HUD in the Notice

Family Crisis Center, Inc. is a domestic violence and rape crisis center located in the City of Harlingen that provides services to battered victims, their children and victims of sexual assault. In 2022 the center provided emergency shelter to 138 unduplicated individuals and families. Please refer to the table below for bed nights provided and demographic data of those served. The total number of phone calls received through their hotline in 2022 was 363 although not all calls were logged.

Family Crisis Center, Inc. – Bed Nights

2022

Date Range: 1/1/2022

Stay Type: 'Emergency Shelter'

End Date: 12/31/2022

Number of Clients: 138

Bed Nights

	Totals
Adult	2126
Child	3417
Grand Total	5543

Avg Length of Stay: 35 days

Demographics

Sex/Gender	Totals
Female	93
Male	45

Age Ranges	Totals
0 – 12	72
13 – 17	12
18 – 24	10
25 – 61	39
62+	5

Race	Totals
Black or African American	13
White	125

Ethnicity	Totals
Hispanic/Latino	117
Non-Hispanic/Non-Latino	21

According to the 2022 Housing Inventory Count (HIC) provided by the Texas Homeless Network, the Family Crisis Center provides 27 year-round beds which shows an average utilization rate of 87.5%.

Valley Haven, Inc. is located in Harlingen and is the only Emergency Children's Shelter in Cameron County that houses children from ages zero (0) to 17. The agency provides refuge for children who have been removed from their homes due to having been abused, neglected, and/or abandoned. The agency provides a 36-bed home-like facility where an average of 15 new children come through their doors on a monthly basis. The beds are normally at 100% capacity. In 2022, the shelter served a total of 181 children and housed them for a total of 9,597 days. Please see demographic data in the chart below.

Valley Haven Yearly Demographic Data						
Year	2018	2019	2020	2021	2022	As of June 30, 2023
Total Days	8,498	11,552	10,831	10,926	9,597	4,953
# of Children	270	262	207	178	181	126
Female	138	147	108	97	102	68
Male	132	115	99	81	79	58
Hispanic	259	262	207	178	181	125
Not Hispanic	11	0	0	0	0	1
White	253	257	193	171	175	125
Black or African American	6	5	14	7	6	1
American Indian or Alaska Native	11	0	0	0	0	0
Infants	25	35	13	27	21	15
1	28	15	16	11	21	8
2	17	12	8	7	7	8
3	14	12	12	12	11	11
4	19	12	13	17	13	7
5	17	8	16	13	14	8
6	10	7	8	10	14	10
7	12	10	9	7	8	13
8	16	16	7	7	11	8
9	15	11	13	15	12	7
10	14	9	4	9	11	5
11	9	13	15	6	8	7
12	13	18	13	11	13	6
13	17	12	12	5	10	8
14	14	19	15	5	3	2
15	8	18	12	6	1	2
16	12	16	14	5	2	1
17	10	19	7	5	1	0

The Texas Crime Report for 2021 filed by the Texas Department of Public Safety reported seven (7) offences of sexual assault in the City of Harlingen. The report did not disclose any demographic data for these seven (7) victims. Consultations with the Harlingen Police Department indicated that as of June 30, 2023, the total offences filed for Human Smuggling (trafficking) are reported to be 15. The victims of such crimes included ten (10) males and five (5) females. The ages were 0-12 (0); 13-17 (1); 18-24 (5); 25-61 (9). All victims were reported to be White of Hispanic origin. Please see chart below:

HUMAN SMUGGLING (TRAFFICKING) REPORTS IN CITY OF HARLINGEN

DATE	OFFENSE	AGE	ETHNICITY	RACE	SEX
5/19/2023	SMUGGLING OF PERSONS	30	Hispanic Origin	White	Male
5/19/2023	SMUGGLING OF PERSONS	33	Hispanic Origin	White	Male
5/19/2023	SMUGGLING OF PERSONS	55	Hispanic Origin	White	Male
5/26/2023	SMUGGLING OF PERSONS	22	Hispanic Origin	White	Female
5/26/2023	SMUGGLING OF PERSONS	23	Hispanic Origin	White	Female
5/26/2023	SMUGGLING OF PERSONS	37	Hispanic Origin	White	Male
5/26/2023	SMUGGLING OF PERSONS	39	Hispanic Origin	White	Male
6/9/2023	SMUGGLING OF PERSONS: UNDER 18YOA	14	Hispanic Origin	White	Male
6/26/2023	Smuggling of Persons to obtain a pecuniary benefit	19	Hispanic Origin	White	Male
6/26/2023	Smuggling of Persons to obtain a pecuniary benefit	24	Hispanic Origin	White	Male
6/26/2023	Smuggling of Persons to obtain a pecuniary benefit	26	Hispanic Origin	White	Female
6/30/2023	Smuggling of Persons to obtain a pecuniary benefit	20	Hispanic Origin	White	Male
6/30/2023	Smuggling of Persons to obtain a pecuniary benefit	25	Hispanic Origin	White	Female
6/30/2023	Smuggling of Persons to obtain a pecuniary benefit	28	Hispanic Origin	White	Female
6/30/2023	Smuggling of Persons to obtain a pecuniary benefit	51	Hispanic Origin	White	Male

The Harlingen Police Department indicated that there were a total of four (4) reports filed for stalking as of June 30, 2023 for the year-to-date count. These numbers included the following demographic data: all four (4) victims of stalking were White females of Hispanic origin. Two (2) females were between the ages of 18-24 while the other two (2) were between the ages of 25-61. Please see chart below:

STALKING REPORTS IN CITY OF HARLINGEN

DATE	OFFENSE	AGE	ETHNICITY	RACE	SEX
3/2/2023	STALKING	28	Hispanic Origin	White	Female
4/10/2023	VIOL OF PROTECTIVE ORDER BY ASSAULT/STALKING	32	Hispanic Origin	White	Female
4/22/2023	STALKING	35	Hispanic Origin	White	Female
5/12/2023	STALKING	18	Hispanic Origin	White	Female

QP4- Other populations requiring services or housing assistance to prevent homelessness and other populations at greatest risk of housing instability, as defined by HUD in the Notice

Other populations requiring services are those who meet the following criteria:

- 1.) Households who have previously been qualified as “homeless” as defined by 24 CFR 91.5, are currently housed due to temporary or emergency assistance, including financial assistance, services, temporary rental assistance or some type of other assistance to allow the household to be housed and who need additional housing assistance or supportive services to avoid a return to homelessness.

Individuals and families who are currently housed because they are being assisted includes those receiving subsidies from agencies such as Loaves and Fishes of the RGV and others. In 2022, this agency assisted a total of 244 individuals and families with rent and utilities with funds from ESG, SAMHSA, and United Way. Demographic data for these 244 individuals was not made available by the agency.

Emergency Rental Assistance was offered by cdcblcome.dream.come.build. who served a total of over 4,100 households as of June 2023. Demographic data was not available for these households. In addition, the City of Harlingen, through it’s Financial Hardship Program, assisted a total of 208 households with rent and utilities. Out of the 208 households, we were able to compile demographic data for the first 143 families which consisted of 213 individuals. (Please see table below this paragraph for demographic

data.) Once funds were exhausted, we continued to receive inquiries for months from individuals and families who continued to struggle to make ends meet. Valley Aids Council provided Short-Term Rent, Mortgage, and Utilities to 99 individuals suffering from HIV/AIDS as of August 31, 2023. No demographic data was available for these 99 persons.

City of Harlingen Financial Hardship Program							
Race	Hispanic	Male	Female	Age <18	Age 18-24	Age 25-61	Age 62+
213-White	187	97	113	84	28	89	10

The Salvation Army located in Harlingen has assisted a total of 236 individuals and families year to date with rent and/or utilities, while BCFS has assisted a total of 78. No demographic data is available for these individuals and families.

In summary, there are a total of 4,965 who have been assisted with rent/mortgage/utilities from various agencies in the City of Harlingen. Without this assistance being made available to this population, many of these individuals and families would undoubtedly be at great risk of becoming homeless. Demographic data was not available for all of these individuals and families. We have entered that data that was available above.

2.)Households (i) who have an annual income that is less than or equal to 30% of the area median income, as determined by HUD and is experiencing severe cost burden.

The 2013-2017 CHAS Data showed that 1,085 renters and 525 owners in Harlingen with incomes at less than 30% AMI had a Housing cost burden greater than 50% of their income. Demographic data was not available for these individuals.

Housing Cost Burden Table

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Housing cost burden greater than 50% of income	1,085	355	10	15	1,465	525	225	75	0	825

Alternate Data Source Name:
2013-2017 CHAS

(ii.) has annual income that is less than or equal to 50% of the area median income, as determined by HUD, AND meets one of the conditions from the "At risk of homelessness" definition established by 24 CFR 91.5:

The Housing Authority of the City of Harlingen indicated that they currently hold a waitlist of 641 for their Housing Choice Voucher/Section 8 Program and Housing/Low Rent Program. There are 481 females and 160 males of which 622 are White, 19 are Black/African American; and 577 are of Hispanic origin. It is estimated that the waiting period to become housed by either program is from 6 months to 1 ½ years. If not housed soon this population is at great risk of becoming homeless which is why they are identified under this qualifying population.

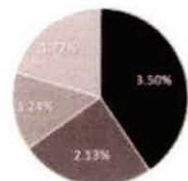
In 2020, come dream. come build. (cdcb) a local affordable housing provider, released a study that showed that Cameron County has the highest eviction filings percentage compared to the national average. Researchers indicated that this is a systematic problem and not a new issue. It was found that almost 2 families have been threatened with eviction per day from 2018 to 2020. Eviction and homelessness is not extremely visible in the Rio Grande Valley due to the nature of the community that we serve where families are more than likely to take in another family member, a sister, a brother- who have been displaced from their own housing. This, in turn, causes cases of over-crowding which suggests these individuals and families may be at risk of becoming homeless. According to the 2013-2017 CHAS data, there were 1,165 renters and 215 homeowners experiencing overcrowding in the City of Harlingen. Please see Housing Needs Summary Table following the Eviction Fact Sheet below.



1,831 EVICTIONS FILED SINCE SEPT 2018

2+ AN AVERAGE OF EVICTIONS FILED PER DAY FOR THE LAST TWO YEARS

301 EVICTIONS FILED SINCE MORATORIUM (3/27/2020)



90+ LIKELY SUCCESSFUL EVICTIONS SINCE MORATORIUM**

AVERAGE HOUSEHOLD SIZE: **3.5** Compared to 2.5 national average*

NEGATIVE IMPACTS OF EVICTION

- Previous eviction has been shown to significantly increase risk of unemployment (Desmond & Gershenson, 2016).
- Persons threatened by eviction are more likely to experience depression, high blood pressure, and alcohol dependence (Vasquez-Vera et al, 2017).
- Eviction and residential instability are closely linked to childhood trauma, as well as poor educational achievement (Sandstrom & Huerta, 2013; Gruman et al, 2013).
- A city's financial health is closely tied to the financial health of its residents, of which evictions play a large part (Urban Institute, 2017).

RGV FILING RATE*
EVICTIONS FILED PER 100 HOUSEHOLDS
Compared to 2.17% national average

*on average according 2016 US Census data.
**Based on 86 eviction cases ruled 'default judgments' in Cameron County since 3/27/20. If a tenant does not appear at their eviction trial, the landlord wins the eviction case by default judgment. True evictions likely exceed this number.

Source: Come Dream Come Build

HOUSING NEEDS SUMMARY TABLE (OVERCROWDING)

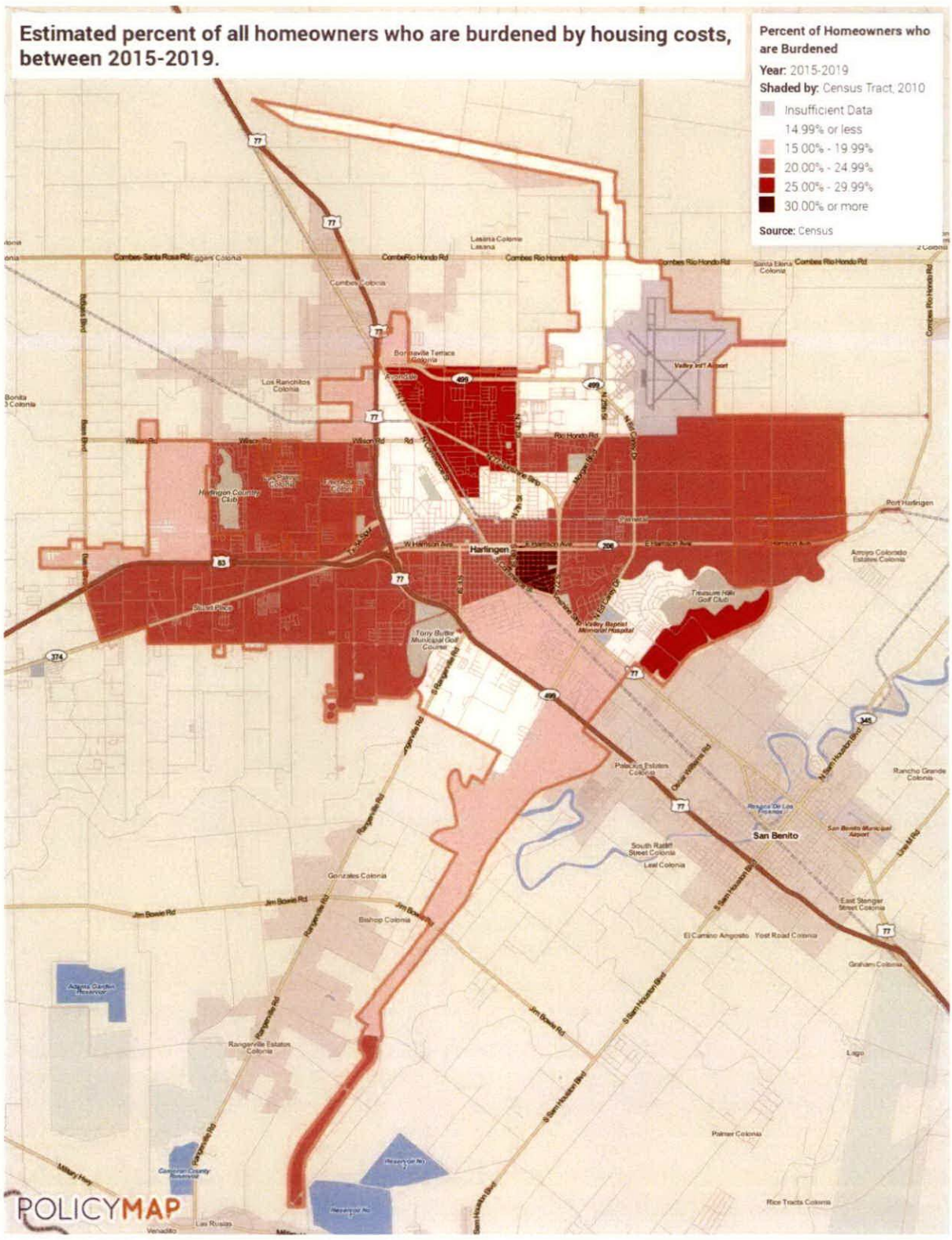
	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Severely Overcrowded - With >1.51 people per room	315	95	75	85	570	30	10	20	10	70

	Renter					Owner				
	0-30% AMI	>30- 50% AMI	>50- 80% AMI	>80- 100% AMI	Total	0-30% AMI	>30- 50% AMI	>50- 80% AMI	>80- 100% AMI	Total
Overcrowded - With 1.01-1.5 people per room	180	265	125	25	595	45	20	55	25	145
TOTALS					1,165					215

Housing Cost-Burdened

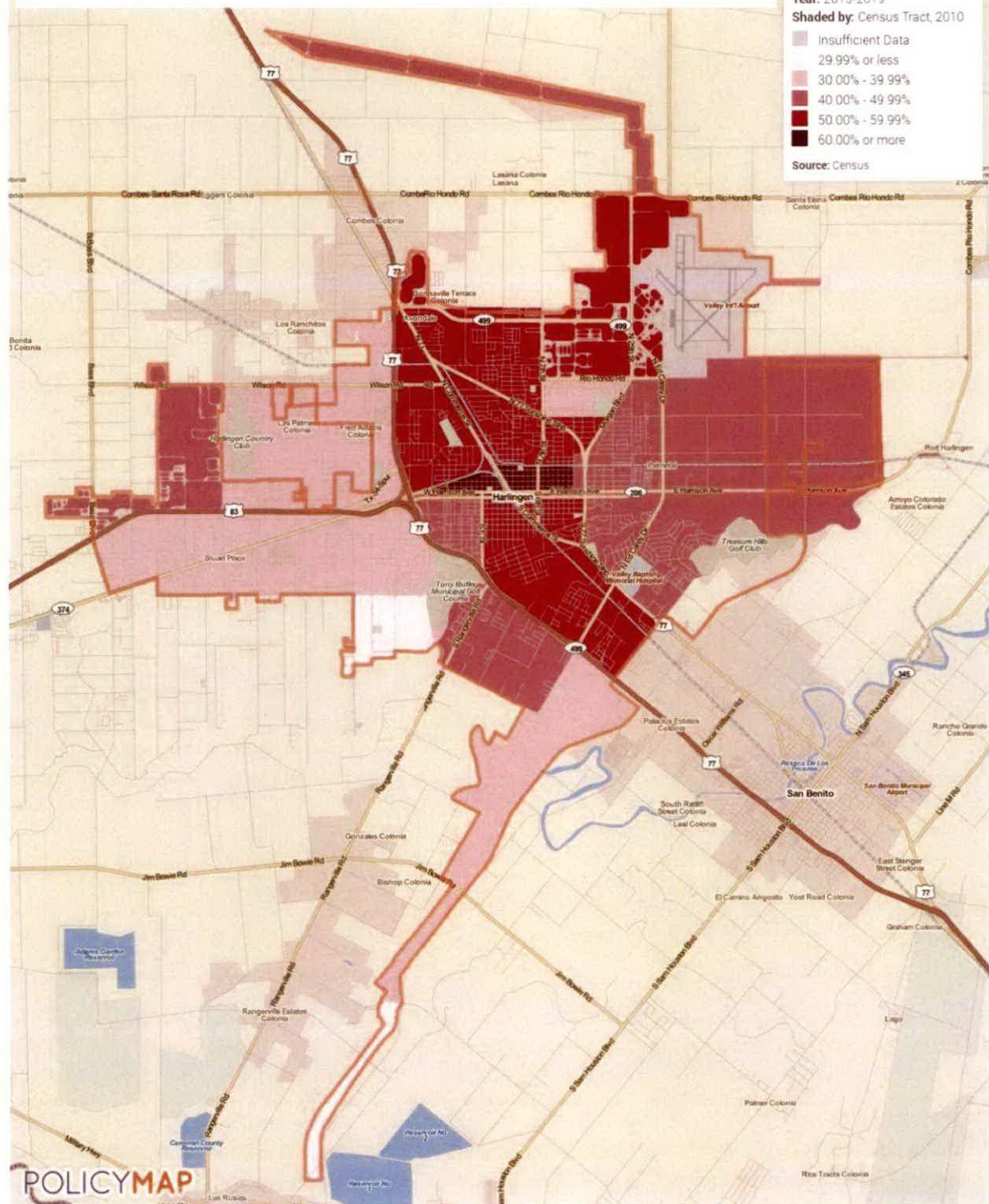
The following maps below display the percentage of the population who are cost-burdened by census tract using data from the 2015-2019 American Community Survey 5-Year Estimates. Homeowner cost burden rates are generally lower than rental cost burden rates, but there is still a significant number of households with this housing problems. One tract in the center part of Harlingen has a relatively high homeowner cost burden rate of over 30% and a nearby tract has a relatively high rental cost burden rate of over 60%.

Source: 2015-2019 American Community Survey 5-Year Estimates



Cost Burdened Homeowners

Estimated percent of all renters who are cost burdened, between 2015-2019.



Cost Burdened Renters

Severe Cost Burden

The data presented below shows the severe cost burden in the City, which is defined as paying more than 50% of household income on housing cost. Severe cost burden is significantly more common for extremely low-income households than other income groups.

Cost Burden > 50%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	755	205	0	960	115	60	20	195
Large Related	290	15	0	305	110	15	30	155
Elderly	155	20	10	185	155	115	0	270
Other	190	125	0	315	160	0	0	160
Total need by income	1,390	365	10	1,765	540	190	50	780

Cost Burden > 50%

Alternate Data Source Name:
2013-2017 CHAS

Overcrowding

HUD defines an overcrowded household as one having from 1.01 to 1.50 occupants per room and a severely overcrowded household as one with more than 1.50 occupants per room. This type of condition can be seen in both renter and homeowner households. Overcrowding was more prevalent in renter-occupied housing units than in owner-occupied units.

Crowding (More than one person per room)

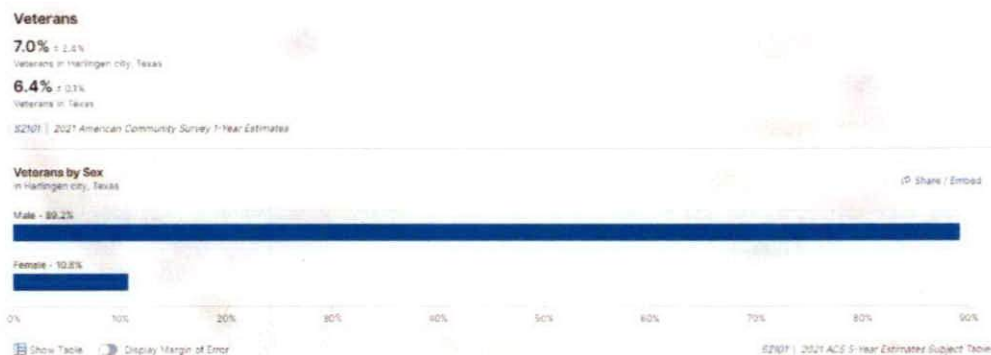
	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Single family households	480	305	150	110	1,045	25	30	45	24	124
Multiple, unrelated family households	25	60	50	0	135	50	15	35	8	108
Other, non-family households	0	0	0	0	0	0	0	0	0	0
Total need by income	505	365	200	110	1,180	75	45	80	32	232

Crowding Information – 1/2

Alternate Data Source Name:
2013-2017 CHAS
Data Source

Veterans

Although staff was not able to obtain data as to what qualifying population would be most appropriate, here is some general information regarding the Veteran population in the City of Harlingen. According to the 2021 American Community Survey, 7% or 5,017 of the Harlingen population (71,678) are veterans. Out of the 5,017- 4,475 are males while 542 are females. The ages are as follows: 18-34 (205); 35-44 (890); 45-54 (996); 55-64 (1932) and 65+ (994). The race and origin of this veteran population is as follows: 4,533 are White, 198 are Black, 47 are Islander, ten (10) are Asian, and 229 are Other Race... 3,502 are of Hispanic Origin.



Describe the unmet housing and service needs of qualifying populations:

The types of rental housing, tenant-based rental assistance, shelter and service needs for each Qualifying Population (QP) are listed below.

QP1- Needs for the Homeless as defined in 24 CFR 91.5

There is a significant need for tenant based rental assistance, affordable rental housing, and supportive services amongst the homeless population. Of the 103 people experiencing homelessness in the City of Harlingen, 23 are chronically homeless and would likely require extensive supportive services to assist them and guide them to self-sufficiency. According to the local homeless shelter's list of persons experiencing homelessness, it is evident that due to the high housing cost in Harlingen and the surrounding areas, most individuals and families are experiencing homelessness as they are not able to afford housing costs due to temporary hardships or low paying jobs. Tenant based rental assistance and the availability of affordable rental housing would help alleviate these matters. Supportive services needed include but are not limited to case management, education services, job training, food services, credit repair services, counseling services, legal services, life skills training and landlord incentives.

QP2- Needs for At Risk of Homelessness as defined in 24 CFR 91.5

As previously noted, there are 20,285 persons in the City of Harlingen who are considered to be at poverty level. This number includes individuals and families. In addition, 1,165 rental households and 215 house owners were experiencing overcrowding conditions, which suggests that perhaps families are living with relatives or friends. Also, a total of 1,765 renters and 780 owners are experiencing severe cost burden having housing costs over 50% of their incomes. The Housing Authority of the City of Harlingen currently holds a waitlist of 641 families for their Housing Choice Voucher/Section 8 Program and Housing/Low Rent Programs.

These numbers suggest that there is a great need for Tenant Based Rental Assistance, affordable housing and supportive services such as case management, childcare assistance, education services, employment assistance, job training, outpatient health services, legal services, credit repair services, life skills training, mental health services, and transportation to help this population.

QP3- Needs for those Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking, as defined by HUD in the Notice

Based on domestic violence (DV) provider service records, there are 138 survivors in the City of Harlingen who need services. This does not include the 19 survivors of human trafficking and stalking. During the 2022 calendar year, the Family Crisis Center turned away 55 persons due to lack of space. The services that DM victims most need are: 1.) TBRA, 2.) affordable housing, 3.) supportive services such as attorneys or legal counsel to represent them.

Helping survivors find affordable housing has been the biggest challenge and need for years. Many victims fleeing abuse are also unemployed homemakers who depend on their abusers' income to survive. These situations can be very challenging as we are faced with having to offer supportive services such as job training and childcare in addition to legal representation and affordable housing assistance.

QP4- Needs of Other populations requiring services or housing assistance to prevent homelessness and other populations at greatest risk of housing instability as defined by HUD in the Notice (QP4's)

As with all populations, through consultations and data analysis, we concluded that the greatest needs for the Other Populations (as defined by HUD in the Notice) are also more affordable rental units and Tenant Based Rental Assistance.

These populations also have a prominent need for additional supportive services, including housing navigation, case management, utility subsidies, government assistance, nutrition assistance, counseling, childcare, legal services, career counseling, vocational training, post-secondary education support, health services, and transportation assistance.

Based on the number of individuals and families on waiting lists with the Harlingen Housing Authority (641), it is evident that there is a need for affordable rental housing and TBRA. It is out intent to offer this assistance along with the development of at least three (3) affordable units or the rehabilitation of six (6). Unfortunately, there is not sufficient funding to create more such units as would be ideal.

Identify any gaps within the current shelter and housing inventory as well as the service delivery system:

Providers in Harlingen are particularly strong in the areas of mental health services, employment training, and life skills training.

- **Transitional Housing**
Consultations with our service providers indicate that there is no transitional housing in the City of Harlingen for persons exiting homeless shelters and those at the domestic violence shelter.
- **Non-Congregate Shelter (NCS)**
There are no NCS existing in the City of Harlingen. Several agencies have expressed the need for such.
- **Supportive Services and Operational Costs**
Our shelter that serves victims of domestic violence was not awarded the Emergency Solutions Grant for 2023-2024, therefore, come November 1st, they will have a complete gap in the services that they currently offer. The shelter will be losing their shelter advocate who provides direct victim services such as case management, safety planning, peer support, referrals, advocacy to apply for benefits, crime victim compensation, life skills, and coordination. While other agencies may offer these types of services, they are offered to the specific populations that they serve.

Under Section IV.4.2.ii.G of the HOME-ARP Notice, a PJ may provide additional characteristics associated with instability and increased risk of homelessness in their HOME-ARP allocation plan. These characteristics will further refine the definition of "other populations" that are "At Greatest Risk of Housing Instability," as established in the HOME-ARP Notice. If including these characteristics, identify them here:

Additional characteristics are not being included.

Identify priority needs for qualifying populations:

Based on the needs evaluated and presented in the previous sections, the priorities of the City of Harlingen include the following by qualifying population:

QP1's- the data shows that the priority needs for homeless individuals and families are supportive services and Tenant Based Rental Assistance.

- **Supportive Services**

Consultations with service providers for the homeless population indicated that there is a need for funds for supportive services and landlord incentives. The agencies expressed the importance of funding long-term support including homelessness prevention, case management, education services, job training, counseling services, legal services, and landlord incentives.

- **Tenant Based Rental Assistance (TBRA) and Affordable Rental Housing**

TBRA is a need amongst the homeless population. Consultations with service providers urged that finding apartment managers and landlords that are willing to accept the government assistance may be challenging. It was expressed that since persons experiencing homelessness may have a greater history of housing instability, this causing them to be high-risk tenants. The need for landlord incentives may be required with TBRA. Along with this, there is a major need for affordable rental housing. Such housing would need to be located in high opportunity areas so that they are close to public transportation, jobs, stores, services, and medical offices and clinics.

QP2's- priority needs for individuals and families at highest risk of homelessness are affordable rental housing stock, Tenant Based Rental Assistance, and supportive services.

- **Affordable Rental Housing**

Persons at risk of homelessness demonstrate housing instability such as living with others due to economic hardship, living in a hotel/motel, or moving frequently. This population also has extremely low incomes at 30% AMI and lack of resources and support. Availability of affordable rental housing so that they will pay no more than 30% of their income toward rent may assist in decreasing housing instability within these individuals and families.

- **Tenant Based Rental Assistance (TBRA)**

Due to the extremely low income of this population, TBRA would be of great need in order to offer housing stability.

- **Supportive Services**

Services discussed in the consultations included case management, childcare assistance, education services, employment assistance, job training, outpatient health services, legal services, life skills training, mental health services, and transportation. Additional support for funding included security deposit assistance, furnishings, job searches, assistance accessing benefits, financial literacy, parenting skills and scholarships for trade schools.

QP3's- persons fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking or human trafficking are in greatest need of TBRA, affordable housing, and supportive services.

- **Tenant Based Rental Assistance (TBRA) with Affordable Housing**
The need for rental assistance and the stock of affordable housing units was greatly stressed by domestic violence service providers. Considering that this population may be fleeing family violence and sexual assault incidents from a member who is the head of household and provides housing and other necessary living needs. The availability of affordable housing along with TBRA is needed in the City of Harlingen.
- **Supportive Services**
Services needed for survivors of domestic violence may be specific to case management, safety, transportation, job placement, job training, adult education, childcare assistance, and legal services.

QP4's- priority needs for the other qualifying populations include TBRA, affordable housing, and supportive services.

- **Tenant Based Rental Assistance (TBRA) and Affordable Rental Housing**
Persons who were formally homeless but temporarily housed with assistance may benefit from an option of rental housing that is affordable as a permanent solution. If ongoing assistance to prevent homelessness continues to be needed, permanent rental housing that is affordable may offer a more sustainable option without having to continually apply for and coordinate assistance which may also lead to having to move. More affordable rental housing is needed to help house persons with severe cost burden and provide affordability to those at-risk of becoming homeless even with incomes up to 50% AMI. There was interest from service providers for TBRA since other rental assistance funds are depleting. They also note that accessing rental assistance should not first require having an eviction notice which is what is often required from other funding sources.
- **Supportive Services**
Extremely low income, severely cost burdened households or individuals and families at-risk of homelessness with incomes up to 50% AMI need services to increase household income or to assist in stability, reducing frequent moves, or overcrowding. Persons who were formerly homeless and temporarily housed may need service coordination, case management services, job placement, transportation, childcare assistance, and education services.

Explain how the PJ determined the level of need and gaps in the PJ's shelter and housing inventory and service delivery systems based on the data presented in the plan:

The City of Harlingen utilized information received from the Point in Time Count conducted in 2022 by the local Continuum of Care. This assessed the homeless population count within the area. Additionally, information was gathered from the American Community Needs survey to

list the available units in the area. In addition, data was gathered from CHAS, cdc, the Texas Crime Report, and various other websites. The majority of the information and data was gathered from consultations with local stakeholders.

HOME-ARP Activities

Describe the method(s) that will be used for soliciting applications for funding and/or selecting developers, service providers, subrecipients and/or contractors:

The City of Harlingen will comply with all local, State and Federal requirements to solicit applications for subgrantees through a Notice of Funding Availability and/or a Request for Proposals process. Applications will be evaluated based on predetermined objective criteria and the best responsible subgrantees will be selected to provide the services. These subgrantees will follow federal, state, and local procurement requirements in their vendor selection.

Describe whether the PJ will administer eligible activities directly:

The City of Harlingen will oversee administration and planning activities only. The City will solicit and award subgrantees for all HOME-ARP activities.

If any portion of the PJ's HOME-ARP administrative funds are provided to a subrecipient or contractor prior to HUD's acceptance of the HOME-ARP allocation plan because the subrecipient or contractor is responsible for the administration of the PJ's entire HOME-ARP grant, identify the subrecipient or contractor and describe its role and responsibilities in administering all of the PJ's HOME-ARP program:

No funds will be provided to a subrecipient or contractor prior to HUD's acceptance of the HOME-ARP allocation plan.

In accordance with Section V.C.2. of the Notice (page 4), PJs must indicate the amount of HOME-ARP funding that is planned for each eligible HOME-ARP activity type and demonstrate that any planned funding for nonprofit organization operating assistance, nonprofit capacity building, and administrative costs is within HOME-ARP limits.

Use of HOME-ARP Funding

	Funding Amount	Percent of the Grant	Statutory Limit
Supportive Services	\$ 287,900		
Acquisition and Development of Non-Congregate Shelters	\$ 0		
Tenant Based Rental Assistance (TBRA)	\$ 345,837		

Development of Affordable Rental Housing	\$ 395,500		
Non-Profit Operating	\$ 0		5%
Non-Profit Capacity Building	\$ 0		5%
Administration and Planning	\$ 181,600	15 %	15%
Total HOME ARP Allocation	\$ 1,210,837		

Describe how the PJ will distribute HOME-ARP funds in accordance with its priority needs identified in its needs assessment and gap analysis:

Designated funding amounts in the allocation table are estimates based on needs demonstrated in the plan during the consultation process. The development of Affordable Rental Housing units along with Tenant Based Rental Assistance and Supportive Services will be targeted. We allocated a higher amount to the affordable rental housing units due to the high cost of construction. The City will utilize HOME-ARP administrative costs within the requirements of the HOME-ARP limits.

Describe how the characteristics of the shelter and housing inventory, service delivery system, and the needs identified in the gap analysis provided a rationale for the plan to fund eligible activities:

The City of Harlingen considered characteristics of its shelter and housing inventory, supportive services, needs identified in the gap analysis and feedback from stakeholders to determine funding priorities for the HOME-ARP grant funding. With the development of the gap analysis and the consultations with stakeholders, the City of Harlingen was able to identify activities that will assist the qualified populations in the City. The results of the gap analysis shows that there is a need for Supportive Services, Tenant Based Rental Assistance, and an expansion of Affordable Rental Housing to respond to individuals and families from the most vulnerable qualified populations.

HOME-ARP Production Housing Goal

Estimate the number of affordable rental housing units for qualifying populations that the PJ will produce or support with its HOME-ARP allocation:

The City of Harlingen used data from the RS Means data Construction Cost Estimates and the average development costs of four (4) recently constructed multifamily rental properties in Cameron County to estimate the number of housing units the city plans to create. The data along with the housing characteristics required by the qualifying populations was entered into HUD's HOME-ARP Housing Production Goal Calculation Worksheet to determine the City's housing production goals. The City's goal is to allocate \$395,500 of its funding to at least three (3) newly constructed affordable housing units or at least six (6) rehabilitated housing rental units. The City's final housing production goals will be determined based on the competitive

RFP process (applications) allocating funding to specific projects after HUD's approval of the HOME-ARP Allocation Plan.

Describe the specific affordable rental housing production goal that the PJ hopes to achieve and describe how the production goal will address the PJ's priority needs:

Because the city lacks sufficient affordable housing for its homeless populations and those at risk of homelessness, the creation of at least three (3) affordable rental housing units will help to address the unmet housing needs and support the CoC's ultimate goal of ending chronic homelessness and prevention of additional at-risk persons and families from becoming homeless. The City of Harlingen will determine this based on the competitive RFP application process allocating funds to specific projects after HUD's approval of the HOME-ARP allocation plan. Data from organizations consulted and census data support the City's goal for needed affordable rental units.

Preferences

Identify whether the PJ intends to give preference to one or more qualifying populations or a subpopulation within one or more qualifying populations for any eligible activity or project:

The City of Harlingen does not intend to give preference to any of the qualifying populations.

If a preference was identified, explain how the use of a preference or method of prioritization will address the unmet need or gap in benefits and services received by individuals and families in the qualifying population or subpopulation of qualifying population, consistent with the PJ's needs assessment and gap analysis:

Does not apply.

Referral Methods

Identify the referral methods that the PJ intends to use for its HOME-ARP projects and activities. PJ's may use multiple referral methods in its HOME-ARP program. (Optional):

The City will utilize a waiting list as a method and will assist on a first-come, first-served basis.

If the PJ intends to use the coordinated entry (CE) process established by the CoC, describe whether all qualifying populations eligible for a project or activity will be included in the CE process, or the method by which all qualifying populations eligible for the project or activity will be covered. (Optional):

The City will utilize a waiting list as a method and will assist on a first-come, first-served basis.

If the PJ intends to use the CE process established by the CoC, describe the method of prioritization to be used by the CE. (Optional): Applicants will be selected in chronological order.

If the PJ intends to use both a CE process established by the CoC and another referral method for a project or activity, describe any method of prioritization between the two referral methods, if any. (Optional):

Limitations in a HOME-ARP rental housing or NCS project

Template

Describe whether the PJ intends to limit eligibility for a HOME-ARP rental housing or NCS project to a particular qualifying population or specific subpopulation of a qualifying population identified in section IV.A of the Notice:

Eligibility for the HOME-ARP funds will not be limited to a specific qualifying population.

If a PJ intends to implement a limitation, explain why the use of a limitation is necessary to address the unmet need or gap in benefits and services received by individuals and families in the qualifying population or subpopulation of qualifying population, consistent with the PJ's needs assessment and gap analysis:

Not applicable.

If a limitation was identified, describe how the PJ will address the unmet needs or gaps in benefits and services of the other qualifying populations that are not included in the limitation through the use of HOME-ARP funds (i.e., through another of the PJ's HOME-ARP projects or activities):

Not applicable.

HOME-ARP Refinancing Guidelines

If the PJ intends to use HOME-ARP funds to refinance existing debt secured by multifamily rental housing that is being rehabilitated with HOME-ARP funds, the PJ must state its HOME-ARP refinancing guidelines in accordance with [24 CFR 92.206\(b\)](#). The guidelines must describe the conditions under which the PJ will refinance existing debt for a HOME-ARP rental project, including:

- ***Establish a minimum level of rehabilitation per unit or a required ratio between rehabilitation and refinancing to demonstrate that rehabilitation of HOME-ARP rental housing is the primary eligible activity***

N/A

- ***Require a review of management practices to demonstrate that disinvestment in the property has not occurred; that the long-term needs of the project can be met; and that the feasibility of serving qualified populations for the minimum compliance period can be demonstrated.***

N/A

- ***State whether the new investment is being made to maintain current affordable units, create additional affordable units, or both.***

N/A

- ***Specify the required compliance period, whether it is the minimum 15 years or longer.***

N/A

- ***State that HOME-ARP funds cannot be used to refinance multifamily loans made or insured by any federal program, including CDBG.***

N/A

- ***Other requirements in the PJ's guidelines, if applicable:***

N/A

Appendices

APPENDIX A: PUBLIC HEARING NOTICE
APPENDIX B: SF 424'S
APPENDIX C: REQUIRED CERTIFICATIONS

APPENDIX A: PUBLIC HEARING NOTICE



PUBLISHER'S AFFIDAVIT

**STATE OF TEXAS
COUNTY OF CAMERON**

I Sally Rodriguez, being duly sworn on her oath states that she is a representative of The Valley Morning Star and that the attached notice appeared in the following issues:

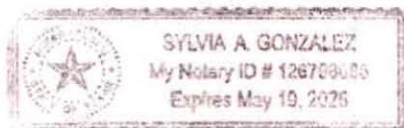
Date: February 18, 2023

Acct: 20091004-City of Harlingen

Ticket: 30226984-Request For Public Comment And Notice Of Public Hearing


SALLY RODRIGUEZ

Subscribed and sworn to before me on this the 01st day of March 2023




Notary Public, Cameron County
State of Texas

**REQUEST FOR PUBLIC COMMENT
and
NOTICE OF PUBLIC HEARING
Regarding the
HOME Investment Partnership Program- American Rescue Plan
HOME-ARP Allocation Plan**

NOTICE IS HEREBY GIVEN that the City of Harlingen is providing a 15-day public comment period regarding the submission of the HOME-ARP Funding Allocation Plan for use of HUD grant funds from February 20, 2023 to March 8, 2023. The proposed plan meets federal requirements under the American Rescue Plan Act of 2021. This plan shall be submitted to HUD to meet application and regulatory requirements for the HOME-ARP program.

The HOME-ARP Funding Allocation Plan summarizes the proposed activities and expenditures for the HOME-ARP program. The purpose of these funds is to assist individuals or households who are homeless, at risk of homelessness, and other vulnerable populations, with the goal of reducing homelessness and increasing housing stability in the City of Harlingen.

The total amount of grant funding to be allocated for the HOME-ARP program is \$1,210,837. Eligible activities for this funding include the following:

- Production or Preservation of Affordable Housing
- Tenant-Based Rental Assistance (TBRA)
- Supportive Services, Homeless Prevention Services and Housing Counseling
- Purchase and Development of Non-Congregate Shelter

The City of Harlingen has proposed to allocate these funds through in-house programs and through a competitive Notice of Funding Availability (NOFA) application process to eligible entities.

All comments must be received no later than 5:00 pm on Wednesday, March 8, 2023. Comments and questions may be submitted to Community Development Director Sandra Alvarez by mail: City of Harlingen, Community Development, Attn: Sandra Alvarez, 502 E. Tyler, Harlingen, Texas 78550; by email: salvarez@harlingentx.gov; phone: (956) 216-5180; fax: (956) 216-5188.

PUBLIC HEARING/AUDENCIA PÚBLICA

A Public Hearing will be held on Monday, February 20, 2023, at 5:30 p.m.
Lan C. N3 Building, 502 E. Tyler, Harlingen, TX 78550

PUBLIC HEARING / AUDENCIA PÚBLICA

A Public Hearing will be held on Wednesday, March 15, 2023, at 5:30 p.m.
Town Hall, 118 E. Tyler, Harlingen, TX 78550

Accommodations for individuals with handicaps/disabilities or limited English proficiency shall be made upon request by calling (956) 216-5180 or TTY 1-800-735-2989 at least 3 days prior to the meeting date and time. Las adaptaciones para personas con impedimentos / discapacidades o dominio limitado del inglés serán hechas previa solicitud llamando al (956) 216-5180 o TTY 1-800-735-2989 al menos 3 días antes de la fecha y hora de la reunión.

Questions or comments should be submitted to the Community Development Department, by phone at (956) 216-5180; or via email at salvarez@harlingentx.gov. Las preguntas o comentarios deben enviarse al Departamento de Desarrollo Comunitario, por teléfono al (956) 216-5180; o por correo electrónico a salvarez@harlingentx.gov.

Hobby group wonders if military fighter jet shot down its missing balloon

BY SARA WEINSTEIN
AND DAVID HARTING
NEW YORK (AP) NEWS

An Illinois hobby group is wondering if one of the unidentified flying objects shot out of the sky by a jet fighter late last week could have been their missing radio-controlled balloon.

The Northern Illinois Radio-Controlled Balloon Group declared one of its members' missing balloons "missing" Monday following reports by a National Aeronautics and Space Administration spokesman.

The balloon's last transmission reportedly came from 20,000 feet above the Atlantic coast on Feb. 16, headed toward the Florida Territory. The next day, U.S. military jets shot down an object flying over that area at 80,000 feet.

Then balloons suddenly began appearing in the clouds over southern Mexico, Canada and the South Carolina coast in recent days. They can be as

cheap as \$17, Robert Work said.

The FAA is a balloon being used to shoot down an unidentified balloon in recent days.

Also balloons are reportedly appearing from near Federal Aviation Administration airports nationwide because they weigh less than one pound.

"The growing possibility they were pilot balloons," Work said, "and Federal Radio Identification Board (FRID) balloons." Work said the balloons are flying just below.

The FAA is a balloon being used to shoot down an unidentified balloon in recent days.

Additional Work said balloons are reportedly appearing from near Federal Aviation Administration airports nationwide because they weigh less than one pound.

Also balloons are reportedly appearing in the clouds over southern Mexico, Canada and the South Carolina coast in recent days. They can be as



A Chinese surveillance balloon shortly before it was shot down near Norfolk Beach, South Carolina, on Feb. 4.

For the month when a 200-foot Chinese balloon U.S. officials said had surveillance capabilities was spotted near Mustang military facilities. It was shot down over the Atlantic Coast Feb. 4.

applied because of fuel and weather conditions and the low probability of the wreckage being found. No debris has been recovered as yet.

After conducting an extensive search to the Gulf of Mexico with the assistance of the Canadian Coast Guard and other domestic and international partners, a decision was reached to suspend the search due to several factors including deteriorating weather and the low probability of recovery. Morrison said in a statement.

They clarified that the search for a different unidentified object was not shot down in the Indian Ocean, but reported by the FAA.

"The conditions are extremely challenging with a very large search area, spanning 1,000 square kilometers, and consisting of rugged and mountainous terrain. It is a high level of search and rescue work," Morrison said in a statement.



A worker looks into the JBS meatpacking plant in Greeley, Colo., on Oct. 12, 2000.

Meat plant cleaning service fined \$1.5M for hiring minors

BY STEVE KASINOWSKI
ASSOCIATED PRESS

MINNEAPOLIS — One of the country's largest cleaning services for food processing companies required more than 100 children to clean up after 11 meatpacking plants across the country, the U.S. Department of Labor said Monday as it announced over \$1.5 million in civil penalties.

The investigation into the meat cleaning service, JBS Inc., of JBS, began last summer. Department of Labor said it found that JBS Inc. had hired more than 100 children to clean up after 11 meatpacking plants across the country, the U.S. Department of Labor said Monday as it announced over \$1.5 million in civil penalties.

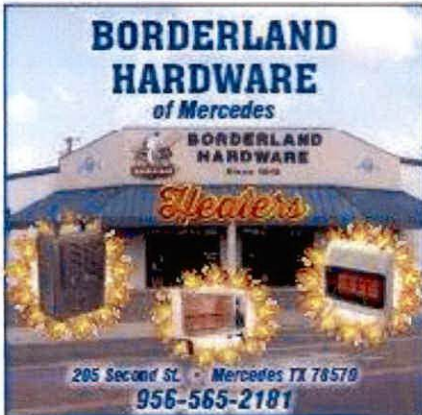
The department said it found that JBS Inc. had hired more than 100 children to clean up after 11 meatpacking plants across the country, the U.S. Department of Labor said Monday as it announced over \$1.5 million in civil penalties.

ages 13 to 17. The agency obtained a subpoena requiring order to November 1 and a subpoena to December, when JBS Inc. informed that a contract had been awarded to the company to no longer employ minors legally.

Over the past three years, children were hired to be doing routine cleaning, chemical and cleaning "disinfectants" were used to clean up after the plants, the agency said. The children were hired to be doing routine cleaning, chemical and cleaning "disinfectants" were used to clean up after the plants, the agency said.

At least three of the children, including a 13-year-old, suffered burns from the chemicals used in the cleaning at the 11 plants in Colorado, Nebraska, Oklahoma and Texas. The children worked overnight shifts and were also hired to be doing routine cleaning, chemical and cleaning "disinfectants" were used to clean up after the plants, the agency said.

The department said it found that JBS Inc. had hired more than 100 children to clean up after 11 meatpacking plants across the country, the U.S. Department of Labor said Monday as it announced over \$1.5 million in civil penalties.



Southwest Airlines raising Wi-Fi fees for passengers with connecting flights

BY ALEXANDRA SINGH
DALLAS MORNING NEWS

Southwest Airlines, which spent over \$2 billion on in-flight upgrades last year, will now charge by the hour for its onboard Wi-Fi.

Beginning Feb. 21, Southwest customers will pay \$1 per flight hour to use the service. The fee will be \$1 per flight hour to use the service. The fee will be \$1 per flight hour to use the service.

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Southwest Airlines plane arrives at the Dallas Love Field in Dallas.

one, according to Porter. The new charges come with upgraded service and network.

In May, Southwest announced it would start offering upgraded Wi-Fi service to its customers. The fee will be \$1 per flight hour to use the service.

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one. They will include 12GB of data and 100 minutes of voice service.

Southwest has long offered power outlets at each airport. The fee will be \$1 per flight hour to use the service.

The fee will be \$1 per flight hour to use the service. The fee will be \$1 per flight hour to use the service. The fee will be \$1 per flight hour to use the service. The fee will be \$1 per flight hour to use the service.

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REQUEST FOR PUBLIC COMMENT and NOTICE OF PUBLIC HEARING Regarding the HOME Investment Partnership Program: American Rescue Plan HOME-ARP Allocation Plan

NOTICE OF PUBLIC COMMENT and NOTICE OF PUBLIC HEARING regarding the HOME Investment Partnership Program: American Rescue Plan HOME-ARP Allocation Plan.

The HOME-ARP Allocation Plan is a key component of the HOME-ARP program. The plan is designed to provide funding for the HOME-ARP program. The plan is designed to provide funding for the HOME-ARP program.

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APPENDIX B: SF-424s

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424			
* 1. Type of Submission: ☐ Preapplication ☒ Application ☐ Changed/Corrected Application		* 2. Type of Application: ☒ New ☐ Continuation ☐ Revision	
		* If Revision, select appropriate letter(s): * Other (Specify): 	
* 3. Date Received: 06/29/2025		4. Applicant Identifier: 069448124	
5a. Federal Entity Identifier: 		5b. Federal Award Identifier: M21-MP480504	
State Use Only:			
6. Date Received by State:		7. State Application Identifier:	
8. APPLICANT INFORMATION:			
* a. Legal Name: CITY OF HARLINGEN			
* b. Employer/Taxpayer Identification Number (EIN/TIN): 74-6001047		* c. UEI: R22DRPM132X3	
d. Address:			
* Street1: 118 E. TYLER			
Street2:			
* City: HARLINGEN			
County/Parish:			
* State: TX: Texas			
Province:			
* Country: USA: UNITED STATES			
* Zip / Postal Code: 78550-9124			
e. Organizational Unit:			
Department Name: COMMUNITY DEVELOPMENT DEPARTME		Division Name:	
f. Name and contact information of person to be contacted on matters involving this application:			
Prefix: Ms.		* First Name: SANDEE	
Middle Name:			
* Last Name: ALVAREZ			
Suffix:			
Title: COMMUNITY DEVELOPMENT DIRECTOR			
Organizational Affiliation:			
* Telephone Number: (956) 216-5181		Fax Number: (956) 216-5186	
* Email: SALVAREZ@HARLINGENTX.GOV			

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*** Other (specify):**

*** 10. Name of Federal Agency:**

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

11. Catalog of Federal Domestic Assistance Number:

14.239

CFDA Title

HOME Investment Partnership Program

*** 12. Funding Opportunity Number:**

N/A

*** Title:**

N/A

13. Competition Identification Number:

N/A

Title:

N/A

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

HOME-ARP eligible projects to include supportive services, acquisition and development of non-cogregate shelters, and Tenant Based Rental Assistance programs.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
* a. Applicant TX-034	* b. Program/Project TX-034
Attach an additional list of Program/Project Congressional Districts if needed. Add Attachment Delete Attachment View Attachment	
17. Proposed Project:	
* a. Start Date: 04/30/2023	* b. End Date: 09/30/2030
18. Estimated Funding (\$):	
* a. Federal	1,210,837.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	1,210,837.00
* 19. Is Application Subject to Review By State Under Executive Order 12372 Process? ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review. ☒ c. Program is not covered by E.O. 12372.	
* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.) ☐ Yes ☒ No If "Yes", provide explanation and attach Add Attachment Delete Attachment View Attachment	
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001) ☒ ** I AGREE ** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions	
Authorized Representative:	
Prefix: Mr.	* First Name: GABRIEL
Middle Name:	
* Last Name: GONZALEZ	
Suffix:	
* Title: CITY MANAGER	
* Telephone Number: 956-216-5005	Fax Number:
* Email: ggonzalez@harlingentx.gov	
* Signature of Authorized Representative	
* Date Signed: 03/23/2023	

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

Gabriel Gonzalez

APPLICANT ORGANIZATION

CITY OF HARLINGEN

TITLE

CITY MANAGER

DATE SUBMITTED

03/29/2023

Standard Form 424B (Rev. 7-97) Back

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

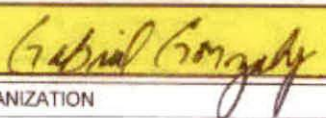
1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

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11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	CITY MANAGER
APPLICANT ORGANIZATION	DATE SUBMITTED
CITY OF HARLINGEN	03/29/2023

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APPENDIX C: CERTIFICATIONS

HOME-ARP CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the participating jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing pursuant to 24 CFR 5.151 and 5.152.

Uniform Relocation Act and Anti-displacement and Relocation Plan --It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It will comply with the acquisition and relocation requirements contained in the HOME-ARP Notice, including the revised one-for-one replacement requirements. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42, which incorporates the requirements of the HOME-ARP Notice. It will follow its residential anti-displacement and relocation assistance plan in connection with any activity assisted with funding under the HOME-ARP program.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any 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 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations and program requirements.

Section 3 --It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

HOME-ARP Certification --It will use HOME-ARP funds consistent with Section 3205 of the American Rescue Plan Act of 2021 (P.L. 117-2) and the CPD Notice: *Requirements for the Use of Funds in the HOME-American Rescue Plan Program*, as may be amended by HUD, for eligible activities and costs, including the HOME-ARP Notice requirements that activities are consistent with its accepted HOME-ARP allocation plan and that HOME-ARP funds will not be used for prohibited activities or costs, as described in the HOME-ARP Notice.



Signature of Authorized Official



Date

Mayor

Title

**AGENDA ITEM
EXECUTIVE SUMMARY**



Meeting Date: **February 18th, 2026**

Agenda Item:

Consideration and possible action to amend the 2026 Streets Improvement Program (SIP) Project to add South J Street from W. Filmore Avenue to Tyler Avenue. Attachment **(Engineering)**

Prepared By (Print Name): Roberto Hernandez, PE, CFM, MS

Title: City Engineer

Signature: *Roberto Hernandez*

Brief Summary:

The City of Harlingen administers a Street Improvement Program (SIP) in accordance with Code of Ordinances Chapter 40, Article VII. The program provides for inspection, maintenance, repair, and reconstruction of City streets, which typically includes milling, overlay, or full reconstruction and associated curb and gutter improvements.

The proposed amendment would add South J Street from W. Filmore Avenue to Tyler Avenue, approximately 1,150 linear feet, to the 2026 Streets Improvement Program. This segment was not originally included in the approved list but is recommended to improve connectivity and roadway continuity within the corridor.

As part of the FY2025 Street Improvement Program, South J Street is schedule to be Mill and overlay from Filmore Avenue to South Expressway 83. Adding the remaining segment from Tyler Avenue to Filmore Avenue would complete the roadway improvements along this corridor, resulting in a continuous improved roadway from Tyler Avenue to Expressway 83 and reducing future maintenance needs.

Funding (if applicable):

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

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

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

Staff Recommendation:

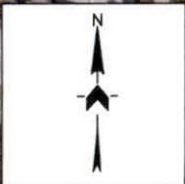
Staff recommends approval of the amendment to the 2026 Streets Improvement Program to include South J Street from W. Filmore Avenue to Tyler Avenue.

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

Comments:

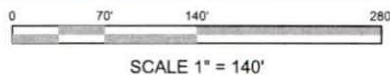
City Attorney's approval: *Mu* ☒ Yes ☐ No ☐ N/A

C:\USERS\BSANTILLAN\DESKTOP\J STREET TYLER TO FILMORE 2026 OVERLAY\J STREET OVERLAY 2026.DWG



City of Harlingen
Engineering Department
502 E. TYLER AVE.
HARLINGEN, TEXAS 78550
(956) 216-5280

J STREET
TYLER AVE TO FILMORE AVE
2" ASPHALT OVERLAY



PROJ. NO:	-----
DATE:	10-FEB-2026
DRAWN BY:	---
CHECKD BY:	---
ISSUED FOR:	CC

EXHIBIT NUMBER:
SHEET 1 OF 1

10(K)

City of Harlingen
Agenda Item Request Form

We hereby request the following item to be added to the **February 18, 2026**, City Commission Agenda:

Consideration and possible action to authorize staff to commission a new mural, designed in alignment with public input, at Lozano Plaza, as previously approved by the Keep Harlingen Beautiful Advisory Board:



Daniel N. Lopez, Mayor Pro-Tem/Comm. Dist. 2



Rene Perez, Commissioner, Dist. 5