CITY COMMISSION
AGENDA
REGULAR MEETING
OCTOBER 7, 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, OCTOBER 07, 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.

To submit public comments in reference to an agenda item or in the scope of the City Commission Jurisdiction, go to www.harlingentx.gov and click on "PUBLIC COMMENTS" and choose either "Citizen Communications or Public Hearings." For written comments, submit your comments to publiccomments@harlingentx.gov (limited to 400 words or less and will not be read out loud).

Each speaker will be allotted three (3) minutes to speak on Citizen Communications.
For two (2) or more Public Hearings, you will be allotted five (5) minutes to address all items and time will be divided among the items.

PLEASE SUBMIT WRITTEN COMMENTS BEFORE 3:00 P.M. 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 - "Fire Prevention Week 2026"

   c) Special recognition to Harlingen Firefighter Michael Allen for being the 2026 80kg National Champion and the newest strongman corporation pro.

   d) Special recognition to Jalyssa DeLeon for placing 1st in the primary division (Grades 1 and 2) at the State Firefighters and Fire Marshal's Association poster contest this past summer.

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 August 5, 2026

   b) Regular Meeting of August 19, 2026

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 an Agreement with Harlingen Performing Arts Theater for the use of Hotel Motel funds for promotion of the arts. ***(City Manager)***

   b) Consideration and possible action to approve an agreement with Loaves and Fishes to provide meals for the homeless and needing through their kitchen and food pantry. ***(City Manager)***

   c) Consideration and possible action to approve an agreement with the Marine Military Academy for the use of Hotel Motel funds for the promotion of tourism by maintaining the Iwo Jima Monument. ***(City Manager)***

   d) Consideration and possible action to approve an agreement with Loaves and Fishes to provide a safe, temporary emergency shelter and essential support services for individuals and

families experiencing homelessness under the Open Arms Emergency Shelter. ***(City Manager)***

e) Consideration and possible action to approve an agreement with the Rio Grande Valley Birding Festival for the use of Hotel Motel funds for the promotion of tourism through the annual birding festival. ***(City Manager)***

f) Consideration and possible action authorizing the City Manager to accept a grant award in the amount of $434,359.31 from FEMA's Fiscal Year 2025 Assistance to Firefighter's Grant Program. Attachment ***(Special Projects).***

g) Consideration and possible action authorizing the City Manager to accept a grant award from the American Society for the Prevention of Cruelty to Animals — New World Screwworm Direct Support grant. Attachment ***(Special Projects).***

h) Consideration and possible action to approve a resolution authorizing the acceptance of a grant from the Texas Department of Transportation (TxDOT) Selective Traffic Enforcement Program (STEP) – FY27 Comprehensive. Attachment ***(Special Projects).***

i) Consideration and possible action to approve a resolution authorizing the acceptance of a grant from the Texas Department of Transportation (TxDOT) Selective Traffic Enforcement Program (STEP) – FY27 Commercial Motor Vehicle (CMV). Attachment ***(Special Projects).***

j) Consideration and possible action to approve the annual Investment Policy for the City of Harlingen. Attachment ***(Finance)***

k) Consideration and possible action to approve a Facility Usage Agreement between the City of Harlingen and the Rio Valley Amateur Soccer League. Attachment ***(Parks & Recreation).***

l) Consideration and possible action to approve a Facility Usage Agreement between the City of Harlingen and HC Athletics/HASL. Attachment ***(Parks & Recreation)***

m) Consideration and possible action to approve a Facility Use Agreement between the City of Harlingen and Harlingen United Futbol Club. Attachment ***(Parks & Recreation)***

n) Consideration and possible action to approve a Facility Usage Agreement between the City of Harlingen and Harlingen Soccer League. Attachment ***(Parks & Recreation)***

o) Consideration and possible action to approve a Facility Usage Agreement between the City of Harlingen and Harlingen National Baseball/Softball League for the use of Fields 1-4 at Arroyo Park. Attachment ***(Parks & Recreation)***

p) Consideration and possible action to approve a Facility Usage Agreement between the City of Harlingen and Harlingen National Baseball/Softball League for the use of Fields 1-8 at Tom Wilson Youth Sports Complex. Attachment ***(Parks & Recreation).***

q) Consideration and possible action to approve a Facility Usage Agreement between the City of Harlingen and Harlingen National Youth Football League. Attachment ***(Parks & Recreation)***

r) Consideration and possible action to approve a Facility Usage Agreement between the City of Harlingen and South Texas Little League. Attachment ***(Parks & Recreation)***

s) Consideration and possible action to approve a Facility Usage Agreement between the City of Harlingen and Texas Bronco Baseball/Softball League. Attachment ***(Parks & Recreation)***

t) Consideration and possible action to approve a Facility Usage Agreement between the City of Harlingen and Texas Youth Football Association. Attachment ***(Parks & Recreation)***

u) Consideration and possible action to approve a contract with the Boy's and Girl's Club of Harlingen for Fiscal Year 2027 in the amount of $140,104.00 for Youth Service Programs and authorize the City Manager to sign the contract. Attachment ***(Parks & Recreation)***

v) Consideration and possible action to approve the contract with the Boy's and Girl's Club of Harlingen for Fiscal Year 2027 in the amount of $145,757.00 for the Teen Service Programs and authorize the City Manager to sign the contract. Attachment ***(Parks & Recreation)***

w) Consideration and possible action to approve the testing and potential installation of speed humps in the following location(s): ***(This item was requested by Commissioner Rene Perez and Mayor Pro-Tem Daniel N. Lopez).***

1. Russell Lane between Wilson and Avalon Drive

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 Staff Commission members, or the City Manager.*

a) City Manager's Report

b) Staff Reports
1) Drainage update by Robert Hernandez

9) **Public Hearing:** *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 for a request to release from the City of Harlingen Extraterritorial Jurisdiction (ETJ), consisting of the South 5.00 acres comprised of two tracts, Tract 1 being 3.51 acre tract of land out of the South 5.00 acres out of Block 8, S.A. Thompson Subdivision; and Tract 2 being 1.49 acre tract of land out of the South 5.00 acres out of Block 8, S.A. Thompson Subdivision, located on the west side of Thompson Road approximately 2,408 feet north of Ryan Road. Applicants: Todd Waller and Amanda Lopez Attachment. ***(Planning & Development) (This item was tabled at the Regular City Commission Meeting of September 16, 2026).***

b) Public hearing for a rezoning request from General Retail ("GR") District to Planned Development ("PD") District to allow for a Residential, Single-Family development with smaller lot sizes, for a 37.803-acres out of Lots 1, 2, 7, and 8, Block 145, San Benito Land and Water Company Subdivision in Concepcion de Carricitos Grant, located on the north side of East Treasure Hills Boulevard, approximately 872.41 feet west of FM 509. Applicant: Melden & Hunt, Inc. c/o Noblemen Investments, LLC Attachment - *Minutes Pending.* ***(Planning & Development).***

c) Public hearing amending the previously approved Planned Development ("PD") District to allow a mixed-use development (commercial and multifamily) for properties bearing a legal description of 30.52-acre tract of land, more or less, out of Block 182, San Benito Land and Water Company Subdivision, Concepción De Carricitos Grant, located north-east of Camelot Drive and Victoria Lane. Applicant: Berenice Chapa (Half Associates), c/o Development Corporation of Harlingen, Inc. Attachment - *Minutes Pending.* ***(Planning & Development).***

d) Public hearing to receive comments for or against a proposed amendment to the Project Plan and Reinvestment Zone Financing Plan for Reinvestment Zone Number Two, City of Harlingen, Texas, under Section 311.011(e), 311. 003(c), and 311.003(d) of the Texas Tax Code. The proposed amendment would (1) incorporate the addendum to the Intralocal Agreement between the City of Harlingen and Cameron County, which extends Cameron County's participation in the Zone through December 31, 2035, and beginning with tax year 2028, reduces Cameron County's contribution to 50 percent of the maintenance and

operations portion of its tax rate; (2) update the financial forecast for the Zone; and (3) add eligible public infrastructure improvements, including strum drainage, water and sewer, roadway, landscape, trail and park, public parking, and public lighting improvements, increasing the total estimated project costs of the Zone by approximately $15,836,882. ***(HEDC)***

e) Public hearing to authorize a cash escrow deposited with the City as a form of financial guarantee of performance for required public improvements, and to conform Article VI to Section 109-91(a)(2)b; providing for repeal of conflicting ordinances, severability, publication, and an effective date. ***(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 for a request to release from the City of Harlingen Extraterritorial Jurisdiction (ETJ), consisting of the South 5.00 acres comprised of two tracts, Tract 1 being 3.51 acre tract of land out of the South 5.00 acres out of Block 8, S.A. Thompson Subdivision; and Tract 2 being 1.49 acre tract of land out of the South 5.00 acres out of Block 8, S.A. Thompson Subdivision, located on the west side of Thompson Road approximately 2,408 feet north of Ryan Road. Applicants: Todd Waller and Amanda Lopez. Attachment. ***(Planning & Development) (This item was tabled at the Regular City Commission Meeting of September 16, 2026).***

b) Consideration and possible action to approve an Ordinance on First Reading for a rezoning request from General Retail ("GR") District to Planned Development ("PD") District to allow for a Residential, Single-Family development with smaller lot sizes, for a 37.803-acres out of Lots 1, 2, 7, and 8, Block 145, San Benito Land and Water Company Subdivision in Concepción de Carricitos Grant, located on the north side of East Treasure Hills Boulevard, approximately 872.41 feet west of FM 509. Applicant: Melden & Hunt, Inc. c/o Noblemen Investments, LLC. Attachment ***(Planning & Development).***

c) Consideration and possible action to approve an Ordinance on First Reading for a request to amend the previously approved Planned Development ("PD") District to allow a mixed-use development (commercial and multi-family) for properties bearing a legal description of 30.52-acre tract of land, more or less, out of Block 182, San Benito Land and Water Company Subdivision, Concepción De Carricitos Grant, located north-east of Camelot Drive and Victoria Lane. Applicant: Berenice Chapa (Half Associates), c/o Development Corporation of Harlingen, Inc. Attachment. ***(Planning & Development).***

d) Consideration and possible action to approve an ordinance on first reading to make an amendment to the Project Plan and Reinvestment Zone Financing Plan for Reinvestment Zone Number Two, City of Harlingen, Texas, following a public hearing; approving and/or ratifying the Addendum to the Interlocal Agreement between the City of Harlingen and Cameron County; making findings, including a finding of feasibility; finding compliance with the Open Meetings Act; providing a severability clause; and providing an effective date. Attachment ***(HEDC)***

e) Consideration and possible action to adopt, an ordinance on first reading, amending Chapter 109 (Subdivisions), Article VI, Section 109-163 of the Code of Ordinances of the Cify of Harlingen, Texas, to authorize a cash escrow deposited with the City as a form of financial guarantee of performance for required public improvements, and to conform Article VI to Section 109-91(a)(2)b; providing for repeal of conflicting ordinances, severability, publication, and an effective date. Attachment ***(HEDC)***

f) Consideration and possible action to adopt an ordinance on first reading, amending chapter 109, "subdivisions," Article VI, "financial guarantees," of the Code of Ordinances of the City of

Harlingen to expressly authorize a cash escrow as a financial guarantee for required public improvements and to provide for progress disbursements while maintaining required security; approving the subdivision improvement and escrow agreement between the City of Harlingen and the development corporation of Harlingen, inc. For the Victoria Commons Phase II Subdivision; accepting the escrow established thereunder as an appropriate financial guarantee of performance pursuant to section 109-91(a)(2)b; approving the corporation's expenditure under section 501.073 of the Texas local government code; authorizing execution and administration of the agreement; providing for severability, codification, and repeal of conflicting ordinances; providing an effective date; and ordaining other matters related thereto. Attachment ***(HEDC)***

g) Consideration and possible action to approve an ordinance on first reading amending the City of Harlingen Code of Ordinances Master Fee Schedule Chapter 18, by adding Fire Prevention Bureau Fees for Fire Prevention services for the buildings department permit and inspection. Attachment ***(Fire).***

h) Consideration and possible action to approve an ordinance on second and final reading amending the Harlingen Code of ordinances Chapter 18 Master fee schedule to provide a 20% discount on green fees and golf cart fees at the Tony Butler Golf Course for City employees, veterans, and Harlingen teachers. Attachment ***(Golf).***

i) Consideration and possible action to approve an ordinance on first reading amending the Harlingen Code of Ordinances city policies governing the rental and reservation of the Tony Butler Golf Course Conference Room, to limit reservations to no more than forty-five (45) days in advance of an event, in order to prioritize conference room availability for tournaments and related events. Attachment. ***(Golf).***

j) Consideration and possible action to approve an ordinance on first reading authorizing the issuance and delivery of the City of Harlingen, Texas Waterworks and Sewer System Revenue Bonds, Series 2026C (CWSRF); authorizing the execution of a paying agent/registrar agreement and an escrow agreement relating to such bonds; and pledging the revenues of the city's waterworks and sewer system to the payment of the principal and interest on said bonds; and ordaining other matters relating thereto. Attachment ***(HWWS)***



k) Consideration and possible action to approve the preliminary construction plans and final plat with conditions of the proposed Victoria Commons Subdivision Phase II, bearing a legal description of a 30.52 acres tract of land, more or less, out of Block 182, San Benito Land and Water Company Subdivision, Concepción de Carricitos Grant, located north-east of Camelot Drive and Victoria Lane. Applicant: Halff Associates c/o Development Corporation of Harlingen, inc. Attachment. ***(Planning & Development).***

l) Consideration and possible action to approve HEDC's request to apply its prior V-Line Drainage Canal contribution toward the Project Organic V-Line assessment and recognize the remaining balance for future qualifying HEDC-supported projects. Attachment. ***(Planning & Development)***

m) Consideration and possible action to approve a resolution authorizing the acceptance of a grant from the Office of the Governor for the Fiscal Year 2027 Operation Lone Star Grant Program. Attachment ***(Special Projects) (This item was tabled at the Regular City Commission Meeting of September 16, 2026).***

n) Consideration and possible action to approve a resolution adopting the Harlingen Community Improvement Board's Fiscal Year 2026-2027 Budget. Attachment ***(Finance)***

o) Consideration and possible action to authorize the Tony Butler Golf Course Director to approve a lease agreement with Yamaha Golf Carts to lease 15 golf carts to be used at the Tony Butler Golf Course FY 2026-2027. Attachment ***(Golf)***

p) Consideration and possible action to approve a Facility Usage Agreement between the City of Harlingen and So-Tex Women's Athletics. Attachment ***(Parks & Recreation)***

q) Consideration and possible action to approve a Facility Usage Agreement between the City of Harlingen and Harlingen Ravens Youth Sports. Attachment ***(Parks & Recreation)***

r) Consideration and possible action to award RFQ No. 2026-11, Professional Engineering Services for the Treasure Hills Boulevard Storm Sewer Improvements (SYS #008 & SYS #018) and authorize the City Manager to negotiate and execute a Professional Services Agreement with the highest-ranked qualified firm. Attachment ***(Engineering).***

s) Consideration and possible action to authorize the City Manager to execute Amendment No. 2 to the Municipal Maintenance Agreement with the Texas Department of Transportation (TxDOT) for mowing, litter removal, and maintenance of the Haven Ford Drain Ditch within TxDOT right-of-way. Attachment ***(Engineering)***

t) Consideration and possible action to approve the Fiscal Year 2026 Annual Work Plan Final Report of the Harlingen Economic Development Corporation. Attachment ***(HEDC)***

u) Consideration and possible action to approve the Harlignen Economic Development Corporation's Fiscal Year 2027 Annual Work Plan. Attachment ***(HEDC)***

v) Consideration and possible action on a resolution (1) approving a Subdivision Improvement and Escrow Agreement between the City of Harlingen and Development Corporation of Harlingen, Inc. for the public improvements serving Victoria Commons Phase II Subdivision; (2) accepting the cash escrow of $1,880,923.29 established under the agreement as the financial guarantee of performance required for plat recordation under Section 109-91(a)(2)b of the Code of Ordinances; (3) approving, under Texas Local Government Code Section 501.073, the Corporation's deposit and expenditure of those funds; and (4) authorizing the City Manager to execute the agreement and related instruments. Attachment ***(HEDC)***

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 (1)
Animal Shelter Advisory Committee (3)
Audit Committee (Terms expire in June) (3)
Civil Service Commission
Community Development Advisory Board (CDBG) (1)
Construction Board of Adjustments (7)
Convention & Visitors Bureau (1)
Development Corporation of Harlingen, Inc.(HEDC) (1)
Golf Course Advisory Board
Harlingen Community Improvement Board(4B) (3)
Harlingen Housing Authority Board (5)
Harlingen Finance Corporation (6)
Harlingen Teen and Young Adult Advisory Board (2)
Healthy Harlingen Advisory Board (6)
Historic Preservation Committee
Keep Harlingen Beautiful Board (4)
Library Advisory Board (2)
Mayor Wellness Council
Museum Advisory Board (3)
Parks Advisory Board
Planning & Zoning Advisory Board (2)
Senior Citizens Advisory Board (3)
Tax Increment Finance Board 1, 2 & 3 (2)

The Blind and Visually Impaired Advisory Committee (5)
Utility Board of Trustees
Veterans Advisory Board (2)
Zoning Board of Adjustment (6)

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 Government Code Section 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:

1. Project Its Thyme (Retail)
2. Project Organic (Mixed use development)
3. Project Spool (Manufacturing)
4. Project Truck (Logistics)

b) Deliberation regarding the potential purchase of real property pursuant to Texas Govt. Code Section 551.072. ***(Asst. City Manager Dr. Josh Ramirez)***

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 on item 12a(1-4) as discussed in executive session.

b) Consideration and possible action on item 12(b) as discussed in executive session.

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 **THURSDAY, OCTOBER 01, 2026,** at or before 3:10 a.m./p.m. and remained so posted for at least three (3) business days preceding the time of said meeting.

Dated this **1st** day of **OCTOBER, 2026**

Mayra Herrera

Mayra Herrera, City Secretary

6a

REGULAR MEETING

CITY COMMISSION HARLINGEN, TEXAS

August 05, 2026

A Regular Meeting of the Harlingen City Commission was held August 05, 2026, at 5:41pm, 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
Delia Cavazos-Gamez, Commissioner District 1
Mayor Pro-Tem Daniel N. Lopez. District 2
Michael Mezmar, Commissioner District 3
Rene Perez, Commissioner District 5

Via ZOOM
Frank Morales, Commissioner District 4

City Staff
Gabriel Gonzalez, City Manager
Mayra Herrera, City Secretary
Mark Sossi, City Attorney

1. **Call Meeting to Order**
   a) Invocation – Commissioner Delia Cavazos-Gamez
   b) Pledge of Allegiance – Mayor Sepulveda
   c) Welcome Citizens – Mayor Sepulveda

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

3. **Announcements –**
   a) Mayor's Announcements – Invited all the community out to Lozano Plaza for the celebration for the All-American City recognition. Encouraged all to sign up for the Blue Zones event on the 27th of August.

   b) City Manager's Announcements- Announced the Budget Workshop scheduling for Thursday August the 13th and 17th.

   c) City Commission Member Announcements –
      - Comm. Mezmar invited everyone to his Town Hall at Treasure Hills Elementary at 5:30pm.
      - Commissioner Morales invited all out to the trash drop off that would be located at Rangerville Park from 8am to 12pm on Saturday, August 8th.
      - Commissioner Perez welcomed everyone back for the new school year and wished everyone a safe and successful school year.

4. **Proclamation/Presentation of Awards:**
   a) Harlingen Animal Shelter "Pet of the Week" – "Olive"- 1-year-old Female Jack Russell Terrier Mix. Presented by Health Director, Shannon Harvill. She invited all the residents of Harlingen to visit the Harlingen Animal Shelter located at 1106 Markowsky. Ms. Harvill also mentioned National Cat Day, and they will be having free cat adoptions at the Shelter and at PetSmart in Harlingen the following Saturday.

   b) Certificate of Recognition — Friends of the Library – The city recognized this program for their outstanding volunteerism, generous support and lasting contributions to the cultural, educational and civic vitality for the City of Harlingen. Accepted by Linda Herberg and other representatives of the organization. Mrs. Herberg gave thanks to the commission and staff for the recognition on behalf of the organization. Thanked their supporters, including the Harlingen Public Library, and all the patrons that passed through.

Mayor Sepulveda thanked the members of the organization for all their hard, selfless work and dedication.

Commissioner Perez also acknowledged and thanked the organization for all that they did to help Harlingen and its patrons for the library.

5. **Citizen Communication:**

1. Ruben Martinez Cantu – Rules & Regulations
2. Dawn Rae Leonard – Charter/Voting/Decorum
3. Isaac Newman-Transparency – Not Present
4. Sandra Gonzalez Gomez – Part 2 open record violations & complaints
5. Luis Valdespino – Waterworks Contract, Citizen Decorum Ordinance, Herb Kelleher Mural
6. Angela Valdespino – Data Center Contract & Citizen Decorum Policy
7. Raymond Reyes – Effective Leadership & Transparency
8. Ron Lozano – various, 10aa & 10m
9. Robert Leftwich – Harlingen
10. Desi Martinez – HWWS, Annexation as it relates to 2025 Flood, & Decorum
11. Elizabeth Butler – Citizen Concern for transparency
12. Richard Uribe – Address City Commission regarding Citizen Communication

6. **Approval of Minutes:**
   a) Regular Meeting of May 20, 2026
   b) Regular Meeting of June 17, 2026

Motion was made by Mayor Pro-Tem Lopez and seconded by Commissioner Perez to approve minutes for Regular Meeting of May 20, 2026, and June 17, 2026, subject to grammatical errors being amended. Motion carried unanimously.

7. **Consent Agenda**:

Items 7a, 7b and 7i were removed from the consent agenda.

   a) Consideration and possible action to authorize the Harlingen Police Department to enter into a Memorandum of Understanding (MOU) between Valley International Airport (VIA) and the Harlingen Police Department (HPD) to establish protocols for the efficient investigation and prosecution of crimes occurring on the premises of the VIA and to ensure safety and security of the community and traveling public. ***(Police)***

Commissioner Morales asked if this item has been approved by the airport board.

Paul Widish, Interim Director for the Valley International Airport, stated that the item did not go in front of the board due to following the current approval path of the previous MOU that was signed by the previous Airport Director and Police Chief.

Commissioner Morales asked why the MOU from years back can't be extended if it follows the same approval path.

Mr. Widish stated that the previous one had some outdated information that needed to be updated.

Commissioner Morales made a motion to have the item tabled due to wanting to review the previous MOU and second by Commissioner Cavazos-Gamez. FOR: Commission Cavazos-Gamez, Commissioner Mezmar, Commissioner Morales. AGAINST: Mayor Sepulveda, Mayor Pro-Tem Lopez, Commissioner Perez. Motion failed.

Mayor Sepulveda asked Mr. Gallaga to approach the podium to ask if it would be something to go before the airport board before being presented to the Commission.

Mr. Gallaga stated that he was not sure if it was able to be discussed at the city commission meeting due to quorum to be able to discuss.

Motion was made by Mayor Sepulveda to approve given that the item came from the airport who met with HPD, as presented, and second by Mayor Pro-Tem Lopez. Motion carried as follows: FOR: Mayor Sepulveda, Mayor Pro-Tem Lopez, Commissioner Perez, Commissioner Mezmar. AGAINST: Commissioner Morales and Commissioner Cavazos-Gamez. Vote (4-2)

b) Consideration and possible action to approve Mayor Norma Sepulveda, on behalf of the City of Harlingen, Texas, to enter into a Master Mutual Aid Agreement between the Lower Rio Grande Valley Development Council, as further set out in the attached Agreement. ***(Police)***

Commissioner Cavazos-Gamez, she asked Deputy Chief Cavazos to give some more information on the item for the purpose transparency with the audience.

Deputy Chief Cavazos explained that this item is to be able to assist throughout the lower counties of the valley to be able to help with manpower and resources as needed.

Motion made by Mayor Pro-Tem Lopez and seconded by Cavazos-Gamez to approve Mayor Norma Sepulveda, on behalf of the City of Harlingen, Texas, to enter into a Master Mutual Aid Agreement between the Lower Rio Grande Valley Development Council, as further set out in the attached Agreement. Motion carried unanimously.

c) Consideration and possible action to approve a resolution authorizing the submission of a grant to the Office of the Governor under the Fiscal Year 2027 State and Local Cybersecurity Grant Program (SLCGP) – Mitigation Projects for Windows 11 upgrades, new monitors, and mounting accessories. ***(Special Projects Department).***

d) Consideration and possible action to approve a resolution authorizing the submission of a grant to the Office of the Governor under the Fiscal Year 2027 State and Local Cybersecurity Grant Program (SLCGP) – Mitigation Projects for a secure, robust enterprise level data backup and recovery system. ***(Special Projects Department).***

e) Consideration and possible action to approve a resolution authorizing the acceptance of a grant from the Office of the Governor for the FY 2025 State Homeland Security Grant Program. ***(Special Projects Department)***

f) Consideration and possible action to approve a resolution authorizing the City Manager and the Special Projects Director as authorized signatories for contractual documents related to the Texas General Land Office Local Hazard Mitigation Plans Program. ***(Special Projects Department)***

g) Consideration and possible action to approve an ordinance on second and final reading amending Chapter 48 Division 4: Industrial Water Subdivision I Sections 48-255 thru 48-270 to amend Technically Based Local Limits (TBLLs) as part of the approved pretreatment program; and ordaining other matters relating thereto. ***(HWWS)***

ORDINANCE NO. 26-31

AN ORDINANCE OF THE CITY OF HARLINGEN, TEXAS AMENDING CHAPTER 48 DIVISION 4: INDUSTRIAL WASTE SUBDIVISION I INDUSTRIAL PRETREATMENT SECTIONS 48-255-THRU 48-270 OF THE HARLINGEN CITY CODE AS AMENDED TO AMEND TECHNICALLY BASED LOCAL LIMITS AS PART OF THE APPROVED PRETREATMENT PROGRAM, ESTABLISHING AN EFFECTIVE DATE, AND PROVIDING FOR PUBLICATION AND ORDAINING OTHER MATTERS RELATED TO THE FOREGOING.

PASSED AND APPROVED on first reading this the 15th day of July 2026.
PASSED AND APPROVED on the second and final reading this the 5th day of August 2026.

ATTEST:
Mayra Herrera, Interim City Secretary

CITY OF HARLINGEN
Norma Sepulveda, Mayor

h) Consideration and possible action to approve the Investment Report for the City of Harlingen for the quarter ending June 30, 2026. ***(Finance)***

i) Consideration and possible action to approve the testing and potential installation of speed humps in the following location(s): ***(This item was requested by Commissioner Delia Cavazos-Gamez and Commissioner Rene Perez)***

1. Camelot Drive
2. 21st Street between Bowie and Crockett

ADDITIONAL STREETS ADDED BY COMMISSIONER RENE PEREZ

- Vista Verde Circle W. between Linda Vista and Bayview

Motion was made by Mayor Sepulveda and seconded by Commissioner Mezmar to approve items 7i with the exception of Camelot Drive. Motion carried as follows: FOR: Mayor Sepulveda, Commissioner Mezmar AGAINST: Commissioner Cavazos-Gamez, Commissioner Perez, Mayor Pro-Tem Lopez, Commissioner Morales. Motion failed. Vote (2-4)

Motion made by Mayor Pro-Tem Lopez and seconded by Commissioner Perez to approve the list as amended to add the street requested by commissioner Perez. Motion carried as follows: FOR: Commissioner Cavazos-Gamez, Commissioner Perez, Commissioner Morales, Mayor Pro-Tem Lopez. AGAINST: Mayor Sepulveda, Commissioner Mezmar. Vote (4-2)

Motion was made by Commissioner Cavazos-Gamez and seconded by Commissioner Perez to approve items 7c-h. Motion carried unanimously

8. **Staff Reports and Other Discussion Items:**

a) City Manager's Report - None

b) Staff Reports – None

9. **Public Hearings:**

a. Public hearing for a request for a Special Use Permit (SUP) to allow an adult business (bar) in a General Retail ("GR") District located at 112 E. Jackson Street, bearing a legal description of Lot 6, Block 58, Harlingen Original Townsite. Applicant: Veronica Rosas. ***(Planning & Development)***

Mayor Sepulveda opened the public hearing for anyone that signed up to speak for and against this item.

1. Jesus Rosas – 11900 Mesquite Rd., Lyford Tx
2. Tommy Noah Trevino – 12788 Farm to Market Rd. 491
3. Valente Rosas – 11860 Mesquite Rd., Lyford, Tx.

b. Public hearing for a request to rezone from Not Designated ("N") District to Neighborhood Services ("NS") District for a 0.05-acre tract of land located between Lot 27, Block 2, L and L Subdivision and Lot D, Block 4, Southwest Harlingen Addition Subdivision, located on the west side of K Street, approximately 48 feet north of Filmore Avenue. Applicant: James De Leon. ***(Planning and Development)***

c. Public hearing for a request to rezone from Residential, Single Family ("R-1") District to Planned Development ("PD") District to allow for a Residential, Single-Family development with smaller lot sizes for a 5.06-acre tract of land, more or less, out of Block 16, Survey 42, Stuart Place Subdivision located west of Paloma Lane, approximately 1,069.84 feet south of U.S. Business 83. Applicant: M2 Engineering c/o Mobeen Ahmed. ***(Planning and Development)***

Mayor Sepulveda opened the public hearing for anyone that signed up to speak for or against this item.

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

d. Public hearing for a request for the voluntary annexation of 35.32 acres, more or less, tract of land situated in and being 7.40 acres of land out of Block 39, 8.08 acres of land out of Block 52, 17.68 acres of land out of Block 53, 1.45 acres of land out of Block 54, 0.39 acres of land out of Block 55, 0.171 acres of Montezuma Road right-of-way and 0.170 acres of Breedlove Road right-of-way, all of the David and Stephenson Subdivision and request for the voluntary annexation and establishment of initial zoning as Residential, Multi-Family ("M-2) District upon annexation for approximately 3.536 acres, more or less, being and part of a 25.24-acre tract located in Block 53, David and Stephenson Subdivision, said 3.56 acres being 2.912 acres of said Block 53 and 0.624 acres of existing Montezuma Road right-of-way lying south of and adjacent to said 2.912 acres, located on Montezuma Road approximately 684 feet west of Briggs Coleman Road. Applicants: Cameron County Drainage District #5 and Luis H. Villarreal. ***(Planning and Development)***

Mayor Sepulveda opened the public hearing for anyone that signed up to speak for or against this item.

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

e. Public hearing on an ordinance of the City Commission of the City of Harlingen, Texas, amending Chapter 105, "Flood Damage Prevention", of the Code of Ordinances; amending definitions; updating flood hazard data and floodplain management standards; clarifying the authority, duties, and administration of floodplain regulations; revising floodplain development permit, review, and variance procedures; establishing compensatory storage requirements and no-adverse-impact floodplain management standards; revising flood hazard reduction requirements for residential, nonresidential, critical facility, manufactured home, recreational vehicle, and subdivision development; establishing additional elevation, foundation, floodproofing, and floodplain encroachment standards, establishing additional regulations for development within flood hazard

areas; providing for severability; providing for codification; providing for conflicts; and providing an effective date. Applicant: City of Harlingen. ***(Planning & Development)***

Mayor Sepulveda opened the public hearing for anyone that signed up to speak for and against this item.

1. Robert Leftwich-909 E. Parkwood Dr., Harlingen

f. Public hearing for a request for a Special Use Permit (SUP) to allow a storage container in a General Retail ("GR") District located at 602 and 606 W. Van Buren Avenue, bearing a legal description of Lots 13 through 16, Block 64, Harlingen Original Townsite Subdivision. Applicant: Javier Rodriguez c/o Logos Community Church. ***(Planning and Development)***

Mayor Sepulveda opened the public hearing for anyone that signed up to speak for or against this item.

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

g. Public hearing for a request for a Special Use Permit (SUP) to allow a food truck park in a General Retail ("GR") District, located at 215 E. Monroe Avenue, bearing a legal description of Lot 9, Block 35, Harlingen Original Townsite Subdivision. Applicant: Candid Montiel. ***(Planning and Development)***

Mayor Sepulveda opened the public hearing for anyone that signed up to speak for or against this item.

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

h. Public hearing for an Ordinance on First Reading for the release from the City of Harlingen Extraterritorial Jurisdiction (ETJ), consisting of all of Block 54 (9.92-acre tract), McLeod Hood Properties No. 1, located on the south side of FM 508 approximately 4,000 feet east of FM 509. Applicant: Ezekiel Robles on behalf of Sandra Robles. ***(Planning and Development)***

Mayor Sepulveda opened the public hearing for anyone that signed up to speak for or against this item.

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

i. Public hearing for a request an ordinance of the City Commission of the City of Harlingen, Texas amending the Harlingen Horizon – A City on the Rise Comprehensive Plan, Chapter 2, Land Use and Development, Map 5, Future Land Use Map, by changing the designation of the Future Land Use Map from Not Designated to Low-Density Residential for the following parcels: Parcels located from FM 509 near the intersection of Hanson Road; parcels located near the intersection of South Dilworth Road and Country Lane; parcels located near South Palm Court Drive; parcels within the Subdivision located near Park Lane West and Lexington Avenue; area around the intersection of West Lafayette Street and Chester Park Road; and area near Wilson Road and Stonegate Drive, and changing the designation from Not Designated to Medium Density Residential for a property located near the intersection of Wilson Road and Ramsey Road; and updating properties located along Wilson Road near its intersection with Interstate 69E to reflect institutional, medium density residential, and recreational/open space future land uses; and additional future land use designation revisions throughout the map reflecting data updates. Applicant: City of Harlingen. ***(Planning and Development)***

Mayor Sepulveda opened the public hearing for anyone that signed up to speak for and against this item.

1. Robert Leftwich – 909 E. Parkwood Dr., Harlingen

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 first reading for a request for a Special Use Permit (SUP) to allow an adult business (bar) in a General Retail (GR") District located at 112 E. Jackson Street, bearing a legal description of Lot 6, Block 58, Harlingen Original Townsite. Applicant: Veronica Rosas. ***(Planning and Development)***

Commissioner Mezmar asked Planning and Development Director, Ana Hernandez, what the location was before.

Mrs. Hernandez confirmed that the previous business was a boutique.

Commissioner Mezmar stated that he was approached about the concern of this location being used as a bar.

Mrs. Hernandez confirmed that she received the petition during the P&Z meeting.

Commissioner Cavazos-Gamez stated that she too received some concerns about opposition against this new business.

Commissioner Morales also received phone calls regarding opposition to this business.

Commissioner Perez stated he thinks that they should have the opportunity to have their retirement dream come to fruition, given that they already have a history of owning and running a different bar.

Mr. Rosas approached the podium and gave a quick history of how his previous bar was running just that he was on a lease. The owner of the building did not want to renew the lease. He continued by stating that as a business they do not tolerate out of control behavior or drunkenness.

Mayor Sepulveda stated that she has seen staff do the work in making sure that this is a business that is upstanding. Advised that the Small Business Advisory Board does its best to encourage the community to realize their dreams. Mayor also welcomed Jacob Montalvo, owner of the Harlingen Jiu-jitsu Club, a business that's been part of Harlingen for 22 years, to speak about character of Mr. Rosas.

Mr. Montalvo spoke highly of Mr. Rosas and voiced how he supports Mr. Rosas on his new journey.

Mayor Sepulveda then welcomed the Chair of the P&Z board, Mr. Consiglio, to give his statement of support.

Mr. Consiglio stated that his support comes from the same sentiment that of Commissioner Perez, of understanding the applicant, their investment in the community, and the record of what they have run for the past couple of years, regarding their bar they've already operated beforehand.

Mayor stated that she read in the notes that Mr. Rosas had already purchased the building, investing in their business, and asked if that had an impact on the support for the business.

Mr. Rosas confirmed that they did see the renderings for the building and that this is the first step, before investing anymore and moving forward.

Mayor asked Planning and Zoning Director, Mrs. Hernandez, what happens when the year comes up for the SUP, and what happens when it is revisited.

Mrs. Hernandez replied that an evaluation is done when that year comes up, and addressing any concerns to see what would need to be addressed, then it would come back before the commission.

Mayor Sepulveda stated for the record that Harlingen needs to be a place where all of us are allowed to try and realize our dreams,

Mayor Pro-Tem Lopez asked the applicants to approach the podium to ask some questions, beginning with where they live.

Mr. and Mrs. Rosas stated that they live in Lyford.

Mayor Pro-Tem Lopez stated that he wanted to make sure that they are aware that due to the type of establishment they want to begin, they will be watched and that if anything happens, they will have issues.

Mr. Rosas stated that due to his current occupation, he is used to being scrutinized.

Mayor Pro-Tem Lopez gave some words of support, but making sure the reality of the establishment and the scrutiny of it is in fact, real. He continued by addressing City Attorney about the concerns he brought to his attention of this type of establishment

Motion was made by Mayor Pro-Tem Lopez and seconded by Commissioner Perez to approve an ordinance on first reading for a request for a Special Use Permit (SUP) to allow an adult business (bar) in a General Retail (GR") District located at 112 E. Jackson Street, bearing a legal description of Lot 6, Block 58, Harlingen Original Townsite. Motioned carried as follows: FOR: Mayor Sepulveda, MPT Lopez, Commissioner Perez. AGAINST: Commissioner Cavazos-Gamez, Commissioner Morales, Commissioner Mezmar. Motion failed, vote (3-3)

b) Consideration and possible action to approve an ordinance on first reading for a request to rezone from Not Designated ("N") District to Neighborhood Services ("NS") District for a 0.05-acre tract of land located between Lot 27, Block 2, L and L Subdivision and Lot D, Block 4, Southwest Harlingen Addition Subdivision, located on the west side of K Street, approximately 48 feet north of Filmore Avenue. Applicant: James De Leon. ***(Planning and Development)***

Commissioner Mezmar asked how many square ft is the sub-decimal point.

Mrs. Hernandez confirmed it's about 2,000 square ft

Motion was made by Commissioner Morales and seconded by Mayor Pro-Tem Lopez to approve an ordinance on first reading for a request to rezone from Not Designated ("N") District to Neighborhood Services ("NS") District for a 0.05-acre tract of land located between Lot 27, Block 2, L and L Subdivision and Lot D, Block 4, Southwest Harlingen Addition Subdivision, located on the west side of K Street, approximately 48 feet north of Filmore Avenue. Motion carried unanimously

c) Consideration and possible action to approve an ordinance on first reading for a request to rezone from Residential, Single Family ("R-1") District to Planned Development ("PD") District to allow for a Residential, Single-Family development with smaller lot sizes for a 5.06-acre tract of land, more or less, out of Block 16, Survey 42, Stuart Place Subdivision located west of Paloma Lane.

approximately 1,069.84 feet south of U.S. Business 83. Applicant: M2 Engineering c/o Mobeen Ahmed. ***(Planning and Development)***

Motion was made by Commissioner Perez and seconded by Mayor Pro-Tem Lopez to approve an ordinance on first reading for a request to rezone from Residential, Single Family ("R-1") District to Planned Development ("PD") District to allow for a Residential, Single-Family development with smaller lot sizes for a 5.06-acre tract of land, more or less, out of Block 16, Survey 42, Stuart Place Subdivision located west of Paloma Lane, approximately 1,069.84 feet south of U.S. Business 83. Motion carried unanimously

d) Consideration and possible action to approve an ordinance on first reading for a request for the voluntary annexation of 35.32 acres, more or less, tract of land situated in and being 7.40 acres of land out of Block 39, 8.08 acres of land out of Block 52, 17.68 acres of land out of Block 53, 1.45 acres of land out of Block 54, 0.39 acres of land out of Block 55, 0.171 acres of Montezuma Road right-of-way and 0.170 acres of Breedlove Road right-of-way, all of the David and Stephenson Subdivision and request for the voluntary annexation and establishment of initial zoning as Residential, Multi-Family ("M-2) District upon annexation for approximately 3.536 acres, more or less, being and part of a 25.24-acre tract located in Block 53, David and Stephenson Subdivision, said 3.56 acres being 2.912 acres of said Block 53 and 0.624 acres of existing Montezuma Road right-of-way lying south of and adjacent to said 2.912 acres, located on Montezuma Road approximately 684 feet west of Briggs Coleman Road. Applicants: Cameron County Drainage District #5 and Luis H. Villarreal. ***(Planning and Development)***

Motion was made by Commissioner Mezmar and seconded by Commissioner Cavazos-Gamez to approve an ordinance on first reading for a request for the voluntary annexation of 35.32 acres, more or less, tract of land situated in and being 7.40 acres of land out of Block 39, 8.08 acres of land out of Block 52, 17.68 acres of land out of Block 53, 1.45 acres of land out of Block 54, 0.39 acres of land out of Block 55, 0.171 acres of Montezuma Road right-of-way and 0.170 acres of Breedlove Road right-of-way, all of the David and Stephenson Subdivision and request for the voluntary annexation and establishment of initial zoning as Residential, Multi-Family ("M-2) District upon annexation for approximately 3.536 acres, more or less, being and part of a 25.24-acre tract located in Block 53, David and Stephenson Subdivision, said 3.56 acres being 2.912 acres of said Block 53 and 0.624 acres of existing Montezuma Road right-of-way lying south of and adjacent to said 2.912 acres, located on Montezuma Road approximately 684 feet west of Briggs Coleman Road.. Motion carried unanimously

e) Consideration and possible action to approve an ordinance of the City Commission of the City of Harlingen, Texas, amending Chapter 105, "Flood Damage Prevention", of the Code of Ordinances; amending definitions; updating flood hazard data and floodplain management standards; clarifying the authority, duties, and administration of floodplain regulations; revising floodplain development permit, review, and variance procedures; establishing compensatory storage requirements and no-adverse-impact floodplain management standards; revising flood hazard reduction requirements for residential, nonresidential, critical facility, manufactured home, recreational vehicle, and subdivision development; establishing additional elevation, foundation, floodproofing, and floodplain encroachment standards, establishing additional regulations for development within flood hazard areas; providing for severability; providing for codification; providing for conflicts; and providing an effective date. Applicant: City of Harlingen. ***(Planning & Development)***

Motion was made by Mayor Pro-Tem Lopez and seconded by Commissioner Perez to approve an ordinance of the City Commission of the City of Harlingen, Texas, amending Chapter 105, "Flood Damage Prevention", of the Code of Ordinances; amending definitions; updating flood hazard data and floodplain management standards; clarifying the authority, duties, and administration of floodplain regulations; revising floodplain development permit, review, and variance procedures; establishing compensatory storage requirements and no-adverse-impact floodplain management standards; revising flood hazard reduction requirements for residential, nonresidential, critical facility, manufactured home, recreational vehicle, and subdivision

development; establishing additional elevation, foundation, floodproofing, and floodplain encroachment standards, establishing additional regulations for development within flood hazard areas; providing for severability; providing for codification; providing for conflicts; and providing an effective date. Motion carried unanimously

f) Consideration and possible action to approve an ordinance on first reading for a request for a Special Use Permit (SUP) to allow a storage container in a General Retail ("GR") District located at 602 and 606 W. Van Buren Avenue, bearing a legal description of Lots 13 through 16, Block 64, Harlingen Original Townsite Subdivision. Applicant: Javier Rodriguez c/o Logos Community Church. ***(Planning and Development)***

Mayor Pro-Tem Lopez asked, since we are in the middle of hurricane season, if the container was strapped down.

Mrs. Hernandez confirmed that it is not currently in the plans to strap it down.

Mayor Sepulveda and Mayor Pro-Tem Lopez shared their concerns and asked if it was possible to consider tying it down, asking to reach out to applicant to tie down the container.

Mrs. Hernandez confirmed that she can reach out to ask for the applicant to take proactive measures.

Motion was made by Commissioner Perez and seconded by Mayor Pro-Tem Lopez to approve an ordinance on first reading for a request for a Special Use Permit (SUP) to allow a storage container in a General Retail ("GR") District located at 602 and 606 W. Van Buren Avenue, bearing a legal description of Lots 13 through 16, Block 64, Harlingen Original Townsite, with the condition for the applicant to take pro-active measures and to remove pending weather concerns. Motion carried unanimously.

g) Consideration and possible action to approve an ordinance on first reading for a request for a Special Use Permit (SUP) to allow a food truck park in a General Retail ("GR") District, located at 215 E. Monroe Avenue, bearing a legal description of Lot 9, Block 35, Harlingen Original Townsite Subdivision. Applicant: Candid Montiel. ***(Planning and Development)***

PASSED: APPLICANT WITHDREW REQUEST

h) Consideration and possible action to approve an ordinance on first reading for the release from the City of Harlingen Extraterritorial Jurisdiction (ETJ), consisting of all of Block 54 (9.92-acre tract), McLeod Hood Properties No. 1, located on the south side of FM 508 approximately 4,000 feet east of FM 509. Applicant: Ezekiel Robles on behalf of Sandra Robles. ***(Planning and Development).***

Motion was made by Commissioner Perez seconded by Mayor Pro-Tem Lopez to approve an ordinance on first reading for the release from the City of Harlingen Extraterritorial Jurisdiction (ETJ), consisting of all of Block 54 (9.92-acre tract), McLeod Hood Properties No. 1, located on the south side of FM 508 approximately 4,000 feet east of FM 509. Motion carried unanimously

i) Consideration and possible action to approve an ordinance on first reading for a request for an ordinance of the City Commission of the City of Harlingen, Texas amending the Harlingen Horizon – A City on the Rise Comprehensive Plan, Chapter 2, Land Use and Development, Map 5, Future Land Use Map, by changing the designation of the Future Land Use Map from Not Designated to Low-Density Residential for the following parcels: Parcels located from FM 509 near the intersection of Hanson Road; parcels located near the intersection of South Dilworth Road and Country Lane; parcels located near South Palm Court Drive; parcels within the Subdivision located near Park Lane West and Lexington Avenue; area around the intersection of West Lafayette Street and Chester Park Road; and area near Wilson Road and Stonegate Drive, and changing the

designation from Not Designated to Medium Density Residential for a property located near the intersection of Wilson Road and Ramsey Road; and updating properties located along Wilson Road near its intersection with Interstate 69E to reflect institutional, medium density residential, and recreational/open space future land uses; and additional future land use designation revisions throughout the map reflecting data updates. Applicant: City of Harlingen. ***(Planning and Development)***

Mayor Sepulveda addressed Mrs. Hernandez and asked for the record, as she, the mayor, reached out to Mrs. Hernandez and her staff to make the changes or has had any communication with staff regarding this item.

Mrs. Hernandez, Director of Planning and Zoning, confirmed that Mayor Sepulveda has not been in contact with any staff regarding this staff.

Motion was made by Commissioner Perez and seconded by Mayor Pro-Tem Lopez to approve an ordinance on first reading for a request for an ordinance of the City Commission of the City of Harlingen, Texas amending the Harlingen Horizon – A City on the Rise Comprehensive Plan, Chapter 2, Land Use and Development, Map 5, Future Land Use Map, by changing the designation of the Future Land Use Map from Not Designated to Low-Density Residential for the following parcels: Parcels located from FM 509 near the intersection of Hanson Road; parcels located near the intersection of South Dilworth Road and Country Lane; parcels located near South Palm Court Drive; parcels within the Subdivision located near Park Lane West and Lexington Avenue; area around the intersection of West Lafayette Street and Chester Park Road; and area near Wilson Road and Stonegate Drive, and changing the designation from Not Designated to Medium Density Residential for a property located near the intersection of Wilson Road and Ramsey Road; and updating properties located along Wilson Road near its intersection with Interstate 69E to reflect institutional, medium density residential, and recreational/open space future land uses; and additional future land use designation revisions throughout the map reflecting data updates. Motion carried unanimously

j) Consideration and possible action to approve the preliminary construction plans and final plat with conditions of the proposed Altas Palmas Subdivision Phase II, bearing a legal description of 41.72 acres of land comprised of 39.59 acres out of Survey 140, L.L. Adams Subdivsion, 1.58 acres out of Lot "A" and 0.55 acres out of Lot "B" of a Re-subdivision of Blocks 2 & 3, Survey 139 of Stuart Place Subdivision, located north of Beckham Road, approximately 882 feet east of Rodeo Drive. Applicant: Moore Land Surveying, LLC c/o Zarate Management, LLC. ***(Planning and Development)***

Motion was made by Mayor Pro-Tem Lopez and seconded by Commissioner Perez to approve the preliminary construction plans and final plat with conditions of the proposed Altas Palmas Subdivision Phase II, bearing a legal description of 41.72 acres of land comprised of 39.59 acres out of Survey 140, L.L. Adams Subdivsion, 1.58 acres out of Lot "A" and 0.55 acres out of Lot "B" of a Re-subdivision of Blocks 2 & 3, Survey 139 of Stuart Place Subdivision, located north of Beckham Road, approximately 882 feet east of Rodeo Drive. Motion carried unanimously.

k) Consideration and possible action to approve the preliminary construction plans and final plat with conditions of the proposed Dixieland Crossing Subdivision Replat, bearing a legal description of 1.62 acres of land out of, Dixieland Crossing Subdivision, located south of Garrett Road, approximately 752.11 feet west of Dixieland Road. Applicant: Moore Land Surveying, LLC c/o CJE Construction. ***(Planning and Development)***

Motion was made by Commissioner Perez and seconded by Commissioner Cavazos-Gamez to approve the preliminary construction plans and final plat with conditions of the proposed Dixieland Crossing Subdivision Replat, bearing a legal description of 1.62 acres of land out of, Dixieland Crossing Subdivision, located south of Garrett Road, approximately 752.11 feet west of Dixieland Road. Motion carried unanimously.

l) Consideration and possible action to approve an ordinance on first reading for a request for a variance to Chapter 109, Section 109-124(c)(9) of the City of Harlingen Code of Ordinances, to allow a reduced separation distance between two proposed access points for Paso Real Coves Subdivision, Phases IV and V, located north of East Treasure Hills Boulevard, approximately 839.52 feet west of FM 509. Applicant: Melden & Hunt, Inc., on behalf of Noblemen Investments, LLC. ***(Planning and Development)***

Motion was made by Commissioner Perez and seconded by Mayor Pro-Tem Lopez to approve an ordinance on first reading for a request for a variance to Chapter 109, Section 109-124(c)(9) of the City of Harlingen Code of Ordinances, to allow a reduced separation distance between two proposed access points for Paso Real Coves Subdivision, Phases IV and V, located north of East Treasure Hills Boulevard, approximately 839.52 feet west of FM 509. Motion carried unanimously.

m) Consideration and possible action to approve an ordinance on second and final reading to adopt regulations that ensure that meetings of the City Commission are conducted in a way that allows the business of the City to be undertaken effectively and efficiently; providing savings, repealing severability clauses and providing an effective date. ***(City Manager) (This item was tabled at the Regular City Commission Meeting of July 15, 2026)***

Commissioner Cavazos-Gamez motioned to remove item from the table and Mayor Pro-Tem Lopez seconded. Motion carried unanimously.

Micheal Mezmar asked City Attorney Mark Sossi whether the ordinance removed anyone's First Amendment rights or prohibited anyone from speaking.

Mr. Sossi responded that it did not, explaining that the ordinance explicitly protects criticism of city policies, the commission, and individual members, and that it removes older prohibitions.

Commissioner Mezmar clarified that an ordinance already exists and this is simply refinement.

Mr. Sossi confirmed that the city has long had a decorum ordinance, noting this update focuses on conduct, such as disruptions or threats, and not content of speech.

Commissioner Mezmar then confirmed with Sossi that the ordinance does not violate Texas law or the Constitution and simply ensures decorum in a business meeting.

Mr. Sossi added that the meeting is a limited public forum and that the rules prevent disruptions but do not prohibit criticism.

Mayor Sepulveda noted that similar policies exist in Cameron County, San Benito, and Brownsville.

Mr. Sossi stated Harlingen's proposed rules are less restrictive than those and less restrictive than the city's previous, unenforced resolution.

Mayor Sepulveda clarified that earlier policies prohibited criticism, embarrassment, or shaming, along with outdated provisions, and explained that the current draft began as a comparison to Brownsville and San Benito's policies but was revised to ensure constitutional rights are clearly protected.

Mr. Sossi confirmed that over the past three weeks, staff removed any improper language taken from other ordinances.

Mayor Sepulveda then asked Mayra Herrera, City Secretary, whether any Rio Grande Valley city had no rules.

Mrs. Herrera confirmed that all the other cities she viewed have rules and decorum, even those of smaller sizes such as Willacy County and the City of Lyford.

Mayor Pro-Tem Lopez said he had several points to discuss.

Mayor Sepulveda announced that a short recess would commence.

At 8:20 p.m., after a short recess, the commission still had a quorum and returned to open session.

Mayor Pro-Tem Lopez asked for clarification on the "limited public forum" section, 1A noting the sentence "the authority of the city commission to adopt a non-binding resolution expressing an opinion of or position does not standing alone bring a matter within the jurisdiction of the city commission for purposes of this subsection provided however that any matter actually posted on the agenda for a meeting including a proposed non-binding resolution is within the scope of the forum and may be addressed during public comment." was difficult to understand and requested that Mark Sossi clean up the language.

Mr. Sossi explained that the forum has two parts: its purpose is to bring matters involving city business or matters within the city's jurisdiction to the commission, and the ordinance then defines what falls within that jurisdiction. He added that while the commission may adopt declaratory or ceremonial resolutions, those do not automatically make a topic city business or within the scope of the forum. Commissioner Lopez agreed but reiterated the need for clearer wording.

Mayor Pro-Tem Lopez then raised the next issue under citizen participation, Section 3A1, "Any person who wishes to address the city commission must register with the city secretary before the start of the scheduled city commission meeting." He requested that the ordinance specify a clear registration time cut-off, noting previous changes from same day sign-ups to deadlines such as 3 p.m. and then 12 p.m. He asked for the time to be standardized so the public always knows when to sign up.

Mayor Sepulveda responded that timing had been treated more as policy to allow administrative flexibility but noted that, with changes reducing the workload of the city secretary's office, the commission could return to a later cut off. She recommended reinstating the 3 p.m. deadline since the only responsibility would be to generate the speaker list.

Commissioner Lopez agreed, stating he simply wanted the process to be standardized.

Mayor Sepulveda asked Mr. Sossi to add a 3 p.m. deadline to Section 3A1 and noted it should also be reflected on the city website.

Mayor Pro-Tem Lopez supported placing the 3 p.m. cut off online for clarity and commented this would streamline the secretary's workload. He also referenced Section C4 "Speaker shall direct all comments to the mayor and city commission as a whole and not to individual city commission members, the city manager or staff of city staff or members of city staff as provided. The rule governs not only whom remarks are addressed, it does not limit the content of any speaker's remarks." Mayor Pro-Tem Lopez shifted the discussion to the first part of the section, stating that based on his reading of the Texas Open Meetings Act handbook from the Attorney General's Office, he believed the language might be too narrow. He explained that he was comfortable with opening it up, noting that if a constituent wanted to publicly correct him, he welcomed that. He also clarified that it was the line stating, "speaker shall direct all comments to

the mayor and city commission as a whole and not to individual city commission members," and said he would prefer removing that language.

Mr. Sossi responded that they could delete "individual city commission members" while still maintaining the intent of public comment being directed to the commission as a governing body. He explained that speakers should address the commission and mayor because that is the purpose of a limited public forum, but they can still refer to staff; they simply should not question staff directly because public comment is intended to communicate with the commission as a whole, not interact with employees. He added that the original intent was to allow speakers to address public concerns, city business, or even discuss staff members, but not to engage them directly in questioning, and emphasized that the final policy direction is the commission's decision.

Mayor Pro-Tem Lopez stated that in his view the entire paragraph should be removed.

Mayor Sepulveda stated she wanted to make sure she understood Mayor Pro-Tem Lopez wants is to allow constituents to address all commission and staff.

Mayor Pro-Tem Lopez replied with a yes, that is what he is asking for.

Mayor Sepulveda continued and provided an example for clarification, that the constituents can address staff directly.

Mr. Sossi then also provided an example of what the paragraph and its intent really is.

Mayor Sepulveda asked if they could agree to tighten up the language on this paragraph, that allows free speech but protects the staff.

Mayor Pro-Tem Lopez advised he can come up with something for this language to be addressed at the next meeting. Mayor Pro-Tem Lopez brought attention to paragraph 5 that states "If the mayor does not act promptly, any member of the city commission may require the mayor to immediately rule the speaker out of order, if after being recognized, and making a motion that is second, a majority of the city commission votes to find the speaker to be out of order, under these rules". He stated he feels the City Attorney should take a more direct role in this case due to them being more trained in these types of actions.

Mayor Pro-Tem Lopez, Mark Sossi, and Mayor Sepulveda confirmed the change in language, which also takes care of the language in the next section being adjusted for the second reading.

Mayor Pro-Tem Lopez asked for cleaning up of the language for the next section of Paragraph 6, in reference to the next presiding chair to be able to lead the meeting in case of the Mayor or the Mayor Pro-Tem not being present. He stated those were his concerns and changes.

Mayor Sepulveda recognized Commissioner Mezmar for his questions and concerns.

Commissioner Mezmar confirmed his concerns were addressed by the city attorney.

Mayor Sepulveda recognized Commissioner Cavazos-Gamez.

Commissioner Cavazos-Gamez addresses her concern on page 1 paragraph 6 in reference to the "requiring assistance of a translator" as who is to provide the translator.

Mayor Sepulveda stated she spoke with City Manager in reference to this matter. What was found is that in the past, there was an instance that there was a Spanish speaker, and although majority of staff understand, the constituents may not and would need a translator. Which lead to

the discussion coming to an understanding that different members of staff would be there for the assistance needed.

City manager, Gabriel Gonzalez, confirmed and agreed that the staff would be the ones to assist the Spanish speakers to be able to address their point.

Mayor Sepulveda also confirmed that a translator would be made available when signing up to speak.

Mayor Pro-Tem Lopez stated that he agreed that it should be in the ordinance that the city will be the one to provide the translator.

Mayor Sepulveda asked if the City Attorney, Mr. Sossi, input anywhere and everywhere it states that the translator would be made available. She also made sure to advise the city manager that the city secretary's office will get with the IT team to have that selection option available on the website when they sign up.

Mr. Gonzalez asked for clarification about what is being adjusted.

Mayor Sepulveda confirmed what language is being changed and made sure that Mr. Sossi got the adjustment was notated.

Mayor Pro-Tem Lopez stated his concern regarding other translators for other languages being made available.

Mayor Sepulveda stated that it would be best to have something next to the selection to state what language they will need help translating.

Commissioner Cavazos-Gamez asked that after the first and second reading, can we count on this ordinance being placed in public hearing for one of the required two meetings.

Mayor Sepulveda confirmed that it is not required to go under public hearing portion, but the constituents can address their concerns during public comment.

Mr. Sossi confirmed that the ordinance can be addressed during public comment but is not required to be addressed through public hearing.

Mayor Pro-Tem Lopez confirmed that he understands what Commissioner Cavazos-Gamez is asking but that it is not required by the Open Meetings Act.

Commissioner Cavzos-Gamez brought attention to 224 F 1A "a matter within the jurisdiction of the city commission- "that this clause will restrict citizen communication, regarding the limits of the jurisdiction.

Mr. Sossi stated that this language was added regarding the legal authority of the city commission through the city charter or the laws of the state.

Mayor Pro-Tem Lopez indicated that this was one of the reasons why he brought attention to the item where it places the role of the City Attorney to rule against the out of order.

Commissioner Cavazos-Gamez addresses the matter of "the forum is not open for matters- "and confirmed it goes to the same answer that was just given.

Mr. Sossi confirmed it is under the same guise.

Commissioner Cavazos-Gamez addressed the portion in reference to conduct that reads "conversations between audience members should be conducted outside the meeting room attendees should refrain from conversation while the city commission is on session" she feels it should also address the commission, due to side conversations being had in the past.

Mayor Sepulveda confirmed that she agrees that the Robert Rule of Order should be observed in each meeting by each commissioner during the meetings. However, she gives her point of view regarding side bars of personal conversation as opposed to side bars in reference to conversations being had pertaining to business at hand.

Commissioner Cvazos-Gamez stated that this clause should be removed if it will only pertain to the audience.

Mayor Pro-Tem Lopez suggested that the language should be adjusted and that reflects that if the conversations are not disruptive, can be had quietly.

Commissioner Cavazos-Gamez brought attention to 3A – Citizen's participation "each speaker must identify which city commission item or which matter within the cities jurisdiction"

Mayor Sepulveda confirmed that Mr. Sossi has addressed this matter already.

Commissioner Cavazos-Gamez brought attention to item 3-A3, "the mayor may adjust the speaker time limit for specific item- ", asking if this is where the mayor allows additional time if need be

Mayor Sepulveda confirms that this is where if there are, for example, 30 speakers, it allows us to change the time frame so that way all can be heard.

Commissioner Cavazos-Gamez brought attention to the concern for "use of cameras", how will these same rules be applied when recognitions be taking place? Meaning pictures being taken from their seats as opposed to from the aisle.

Mayor Sepulveda confirmed that the language needed to be clear about when use of cameras is appropriate.

Mayor Sepulveda recognized Commissioner Morales for his concerns.

Commissioner Morales went to page 8 number 3A-3, "mayor may adjust speaker time limit" – he feels there is no need for adjustments on time based on the number of speakers, would like to have it removed. Commissioner Morales asked when the citizens would be notified about the time adjustment.

Discussion was had about the intention behind this clause.

Mayor Sepulveda stated that it would be at the beginning of citizens communication – public comment.

Mayor Pro-Tem Lopez gave an example of how he interprets the clause for clarification purposes.

Mayor Sepulveda gave examples of when this clause would be helpful. Such as long agendas, or significant number of speakers signed up.

Discussion concluded to allow MORE time, not to TAKE time.

Mayor asked Mr. Sossi to clean up that language.

Commissioner Morales brought attention to the clause of speakers addressing commission. He stated his opposition to this.

Mayor Sepulveda reminded Commissioner that this clause has already been addressed.

Mr. Gonzalez asked Mayor Sepulveda for clarification on the reduction of time, regarding the speaking at 2 public hearings getting 5 minutes total.

Mayor Pro-Tem Lopez confirmed that for public hearing that throughout public hearing, one item or more, remains a total of 5 minutes.

Mayor Sepulveda confirmed that is the correct process.

Mrs. Herrera, clarified for the record, that citizens' communication remains at 3 minutes for all items they sign up for unlike the public hearing section where citizens will get 5 minutes if they sign up for 2 or more items.

Mayor Sepulveda confirmed that all amendments and changes were to be sent to Mr. Sossi in preparation for the next meeting.

Motion was made by Mayor Pro-Tem Lopez and seconded by Commissioner Perez to pass on subject to the changes discussed today, that will be presented to the city attorney, Mark Sossi, that will be presented at the next meeting. Motion carried unanimously

n) Consideration and possible action to appoint Juan Antonio Nevarez as the Director of Aviation for the Valley International Airport. ***(City Manager)***

Commissioner Morales asked Mr. Nevarez if he is prepared to "navigate the waters" with the FAA with the Valley International Airport, as he has experience with them back at the El Paso Airport.

Mr. Nevarez stated that given the history with the FAA, he is more than prepared to take on his role with the VIA.

Mayor stated that given the efforts of the search for a new director, she looks forward to working with someone with 2 decades of experience as well as being from a border town just like our own.

Motion was made by Mayor Sepulveda and seconded by Commissioner Perez to appoint Juan Antonio Nevarez as the Director of Aviation for the Valley International Airport. Motion carried unanimously.

o) Presentation and possible action by Scott Gibbs on Health Insurance. ***(City Manager)***

Representative Scott Gibbs opened the discussion by providing a brief presentation on the changes that would be for the health insurance for the upcoming year.

Mr. Gonzalez stated that the plan we would be going with would be the Ancillary plan.

Mayor Sepulveda wanted to reiterate that MD Anderson was covered by the plan for the city employees.

Mr. Gibbs confirmed that the plan through Blue Cross Blue Shield would remain the same, which covers MD Anderson.

Mayor Pro-Tem Lopez asked to ensure that no cost would go up for the employees, not losing any benefits, or if there is a way to have cost savings but improve the care for the employees.

Mr. Gibbs confirmed that the plan for the employees that the city currently has is one of the best possible at this time, and if better options should be presented it would be talked about.

Commissioner Morales asked about the constantly changing HR Director and Risk Management could affect the benefits for the employee.

Mr. Gibbs stated that he is a representative for health benefits and would not be able to voice an opinion on that of HR and Risk factors.

Motion was made by Commissioner Mezmar and seconded by Commissioner Perez to approve the authorization to select the health insurance plan. Motion carried as follows: FOR: Mayor Sepulveda, Mayor Pro-Tem Lopez, Commissioner's Cavazos-Gamez, Mezmar, Perez; AGAINST: Commissioner Morales Vote (5-1).

p) Consideration and possible action to authorize the City Manager to exercise the one-year renewal terms under RFP No. 2023-20 for Professional Auditing Services with Cascos & Associates, P.C., for Fiscal Year 2026 and 2027. ***(Finance)***

Mayor Sepulveda wanted to confirm that this is still the best option for the city.

Robert Rodriguez, Finance Director, confirmed that this is still the best option based on the bids that were submitted.

Commissioner Perez confirmed that this extension is only for one year, and that new bids will be looked at next year.

Mr. Rodriguez and Mr. Gonzalez confirmed new bids will be researched.

Motion was made by Mayor Pro-Tem Lopez and seconded by Commissioner Cavazos-Gamez to authorize the City Manager to exercise the one-year renewal terms under RFP No. 2023-20 for Professional Auditing Services with Cascos & Associates, P.C. Motion carried unanimously.

q) Consideration and possible action to authorize the City Manager to exercise the one-year renewal terms under RFP No. 2023-18 for Depository Banking Services with PlainsCapital Bank. ***(Finance)***

Commissioner Perez confirmed that this extension is only for one year, and that new bids will be looked at next year.

Mr. Rodriguez and Mr. Gonzalez confirmed new bids will be researched

Motion was made by Mayor Sepulveda and seconded by Commissioner Cavazos-Gamez to authorize the City Manager to exercise the one-year renewal terms under RFP No. 2023-18 for Depository Banking Services with PlainsCapital Bank. Motion carried unanimously

r) Consideration and possible action to approve the removal of the existing mural at Downtown Lozano Plaza and authorize the installation of a new mural, as recommended by the Keep Harlingen Beautiful Board, with all project cost funded by the Keep Harlingen Beautiful Board. ***(Public Works) (This item was tabled on the Regular City Commission Meeting of July 15, 2026)***

Motion was made by Commissioner Cavazos-Gamez and second by Commissioner Perez to take the item off the table. Motion carried unanimously.

Commissioner Perez asked about the waiver being talked about with the artist.

Ruth Trevino, Director of Public Works, stated that their original agreement was found where the artist waived the right to the art.

Commissioner Perez stated that there was a second concern about Southwest leaving due to the removal of the art. Commissioner Perez continued that he spoke to someone about the concerns of the community to a representative of Southwest and received a response that he asked the city manager to elaborate on.

Mr. Gonzalez confirmed that the representative didn't have any concerns but did not want to put anything in writing. They did confirm that they would not be leaving Harlingen due to the removal of the artwork.

Commissioner Perez continued to provide that the representative stated that they found it funny that the community is concerned that the relationship with Harlingen and the value of it would be in danger due to this matter.

Mayor Sepulveda recognized Commissioner Mezmar.

Commissioner Mezmar stated his opposition to changing the artwork and moving it over to the airport.

Commissioner Morales stated his view of having loyalty and respect for Mr. Keller long after he has passed.

Commissioner Perez reiterated his point of view.

Mayor Sepulveda expressed her appreciation to Commissioner Perez for his efforts in communicating with Southwest and the Legal portion done by Mr. Sossi. She further questioned how it was decided for the new mural being proposed. More specifically, community engagement.

Alexis Riojas, Director of Downtown answered that a community survey was done through the city's website and multiple social media outlets that received 167 responses from not only Harlingen citizens but others from around the valley as well. This resulted in multiple categories and colors and suggestions given.

Furthermore, it was brought to the Keep Harlingen Beautiful Board, where there were 5 or 6 renderings that the artist came up with to be presented to the board. The board then selected the mural being proposed to the city commissioner currently.

Mayor Sepulveda asked if the community provided input of the different renderings presented to the board.

Mrs. Riojas stated that community input was not given for the selecting of the rendering.

Mayor Sepulveda confirmed that the community input was regarding wanting to change the mural to something different, but not selecting which rendering was chosen.

Mrs. Riojas confirmed that the designs were confirmed by the Keep Harlingen Beautiful Board given that the funding is coming from them.

Commissioner Perez proposed going back to the board to include the community vote of some renderings for the mural. Also proposed to see about the potential of having an art designed by a student in the community.

Mayor Pro-Tem Lopez came back to the current mural and wanted to come back to see how we can commemorate Mr. Keller. However, for the current item, move forward.

Commissioner Cavazos-Gamez stated that some constituents have approached her with mixed opinions about the mural.

Motion was made by Mayor Pro-Tem Lopez and seconded by Commissioner Perez to approve the adding of the mural subject to the outcome of the public poll selecting the mural from the renderings from the artist. Motion carried as follows: FOR: Mayor Sepulveda, Mayor Pro-Tem Lopez, Commissioner Perez. AGAINST: Commissioner Cavazos-Gamez. Commissioner Morales, Commissioner Mezmar. Motion died. Vote (3-3)

s) Consideration and possible action to approve a contract between the City of Harlingen and Dr. Shelly Mitchell, DVM to provide services for the Spay/Neuter Program as needed. ***(Health)***

Motion was made by Commissioner Perez and seconded by Mayor Pro-Tem Lopez to approve a contract between the City of Harlingen and Dr. Shelly Mitchell, DVM, to provide services for the Spay/Neuter Program as needed. Motion carried unanimously

t) Consider and take action to adopt a resolution approving the One-Year Action Plan (Budget) for Fiscal Year 2026-2027 (Year 52), of the Community Development Block Grant (CDBG) Program and Fiscal Year 2026-2027 (Year 32) of the Home Investment Partnerships Program (HOME), both being included in Year One of the Five-Year Consolidated Plan and Strategy for Fiscal Years 2026-2030. ***(CDBG)***

Motion was made by Mayor Pro-Tem Lopez and seconded by Commissioner Perez to adopt a resolution approving the One-Year Action Plan (Budget) for Fiscal Year 2026-2027 (Year 52), of the Community Development Block Grant (CDBG) Program and Fiscal Year 2026-2027 (Year 32) of the Home Investment Partnerships Program (HOME), both being included in Year One of the Five-Year Consolidated Plan and Strategy for Fiscal Years 2026-2030. Motion carried unanimously

u) Consideration and possible action to approve funding recommendations as established by the Community Development Advisory Board for the HOME-ARP Tenant Based Rental Assistance ***(CDBG)***

Motion was made by Commissioner Perez and seconded by Mayor Pro-Tem Lopez to approve funding recommendations as established by the Community Development Advisory Board for the HOME-ARP Tenant Based Rental Assistance. Motion carried unanimously.

v) Consideration and possible action to approve the funding recommendation as established by the Community Development Advisory Board for the HOME-ARP Affordable Rental Housing ***(CDBG)***

Motion was made by Commissioner Perez and seconded by Mayor Pro-Tem Lopez to approve the funding recommendation as established by the Community Development Advisory Board for the HOME-ARP Affordable Rental Housing. Motion carried unanimously.

w) Consideration and possible action to approve an additional General Fund appropriation for the Lozano Plaza Improvements Project and authorize the corresponding budget amendment. ***(Engineer)***

Motion was made by Commissioner Perez and seconded by Mayor Pro-Tem Lopez to approve an additional General Fund appropriation for the Lozano Plaza Improvements Project and authorize the corresponding budget amendment. Motion carried unanimously.

x) Consideration and possible action to authorize the City Manager to execute the Advance Funding Agreement (AFA) for the Loop 499 Shared Use Path Project with the Texas Department of Transportation (TxDOT) and approve payment of the required Direct State Costs to TxDOT. ***(Engineer)***

Motion was made by Commissioner Perez and seconded by Mayor Pro-Tem Lopez to authorize the City Manager to execute the Advance Funding Agreement (AFA) for the Loop 499 Shared Use Path Project with the Texas Department of Transportation (TxDOT) and approve payment of the required Direct State Costs to TxDOT. Motion carried unanimously.

y) Consideration and possible action to authorize the City Manager to approve a change order to Purchase Order FY 2025 for the Street Improvement Program Material Supply Contract with CAPA Texas, authorize payment for additional asphalt materials, and adjust the FY 2026 Material Supply Contract. ***(Engineer)***

Motion was made by Commissioner Perez and seconded by Commissioner Cavazos-Gamez to approve a change order to Purchase Order FY 2025 for the Street Improvement Program Material Supply Contract with CAPA Texas, authorize payment for additional asphalt materials, and adjust the FY 2026 Material Supply Contract. Motion carried unanimously.

z) Consideration and possible action to review and amend the City's policy regarding TikTok on City-issued devices, including consideration of authorizing designated Communications Department personnel to use TikTok on approved City devices for official public information, community engagement, and education outreach purposes. ***(This item was requested by Commissioner Rene Perez and Commissioner Delia Cavazos-Gamez)***

Commissioner Perez initiated the discussion by referencing the ordinance that prohibited the city from using TikTok. Did advise that things have changed since then. Would like to give his support regarding this item.

Commissioner Mezmar stated that FBI has advised him not to have any social media. Downloading social media invites potential dangers. Also, it allows an avenue for a trojan for malware to be downloaded into the system.

Commissioner Perez points out that the city is heavily involved in social media already via Facebook, LinkedIn, Instagram, YouTube for example. Reiterates that it is to bring awareness.

Rachel Saldana, Director of Media and Communications, provided some statistics to help provide some insights into the shortcomings of the audience being reached due to the current forums being used.

Commissioner Morales asked if it would be a one-way type of interaction or would there would be interaction with the audience.

Mrs. Saldana stated that the currently active social media accounts are not a one-way system.

Commissioner Perez addressed Commissioner Morales by stating that allowing interactions with the community is promoting input from the community.

Motion was made by Commissioner Perez and seconded by Commissioner Cvazos-Gamez to review and amend the City's policy regarding TikTok on City-issued devices, including consideration of authorizing designated Communications Department personnel to use TikTok on approved City devices for official public information, community engagement, and education outreach purposes. Motion carried as follows: FOR: Commissioners Perez, Cavazos-Gamez,

Mayor Sepulveda. AGAINST: Commissioners Morales, Mezmar, Mayor Pro-Tem Lopez. Motion died. Vote (3-3)

aa) Discussion and possible action to null and void HWWS agreement with RGV Property Group, LLC. ***(This item was requested by Commissioner Frank Morales and Commissioner Delia Cavazos-Gamez)***

Mayor Sepulveda asked the City Attorney if it is possible for the commission to legally null and void the current contract for this item

Mr. Sossi confirmed that the commission does not have this authority.

Mayor Sepulveda asked if either commissioner that brought this item forward attempted to reach out to him regarding this item.

Mr. Sossi confirmed that no one reached out to him regarding this item prior to the meeting.

Commissioner Mezmar provided an educational statement about the changes being made in Texas referencing Data Centers

Commissioner Cavazos-Gamez wanted to move this item into executive session for discussion.

Mayor Sepulveda reiterated that legal counsel has advised that the commission cannot take any legal action to null and void this contract.

Motion was made by Mayor Sepulveda and seconded by Mayor Pro-Tem Lopez to deny the possible action to null and void the contract between HWWS and RGV Property Group LLC. Motion carried as follows: FOR: Mayor Sepulveda, Mayor Pro-Tem Lopez, Commissioner Perez and Mezmar. AGAINST: Commissioner Cavazos-Gamez, Commissioner Morales. Motion carried, vote (4-2)

11. **Board Appointments:**

Commissioner Frank Morales – Appointed Shehzadi A. Charania to the Senior Citizen Advisory Board.

Motion was made by Commissioner Cavazos-Gamez and seconded by Commissioner Morales to approve all the re-appointments and appointments. Motion carried unanimously.

12. **Executive Session:**

a) Pursuant to TX Govt. Code Section 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:

1) Project Blade (Retail)
2) Project Its Thyme (Retail)
3) Project Addition (Manufacturing)
4) Project Candle (Entertainment)
5) Project Organic (Mixed Use Development)
6) Project Tyler (Office)

b) Consultation with legal counsel pursuant to Texas Government Code Section 551.071 regarding pending litigation. ***(City Attorney)***

c) Deliberation regarding the potential purchase of real property pursuant to Texas Government Code Section 551.072. ***(Asst. City Manager)***

d) Consultation with Legal Counsel pursuant to TX Government Code Section 551.071 (2) regarding an update on the Collective Bargaining Agreement with Harlingen Police Officers. ***(City Attorney)***

Motion made by Commissioner Perez and second by Mayor Pro-Tem Lopez to convene in executive session. Motion carried unanimously.

At 10:16pm., Mayor Sepulveda announced the City Commission would convene into Executive Session to discuss Items 12a-d.

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

At 11:33pm, Mayor Sepulveda announced the City Commission had completed its Executive Session and declared the meeting open to the public.

a) Consideration and possible action regarding item 12a (1–6) as discussed in executive session.

Motion made by Mayor Pro-Tem Lopez and second by Commissioner Perez to proceed as discussed in executive session. Motion carried unanimously.

b) Consideration and possible action regarding the potential purchase of real property as discussed in executive session.

Motion made by Mayor Pro-Tem Lopez and second by Commissioner Perez to proceed as discussed in executive session. Motion carried unanimously.

c) Consideration and possible action regarding the potential purchase of real property as discussed in executive session.

Motion made by Mayor Pro-Tem Lopez and second by Commissioner Perez to proceed as discussed in executive session. Motion carried unanimously.

14. **Adjournment:**

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

City of Harlingen

_____
Norma Sepulveda, Mayor

ATTEST:

_____
Mayra Herrera, City Secretary

6b

REGULAR MEETING

CITY COMMISSION HARLINGEN, TEXAS

August 19, 2026

A Regular Meeting of the Harlingen City Commission was held August 19, 2026, at 5:30pm, 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
Delia Cavazos-Gamez, Commissioner District 1
Mayor Pro-Tem Daniel N. Lopez. 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 – Commissioner Michael Mezmar
   b) Pledge of Allegiance – Mayor Sepulveda
   c) Welcome Citizens – Mayor Sepulveda

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.

- Commissioner Perez, 10(j)

3. **Announcements –**
   a) Mayor's Announcements – The City secured a 10-year plan for the 25million dollar grant for the Commerce Street Project.

   b) City Manager's Announcements- None.

   c) City Commission Member Announcements – Commissioner Cavazos-Gamez acknowledged the Harlingen Police Department of K-9 units, explosives, and narcotics.

4. **Proclamation/Presentation of Awards:**
   a) Harlingen Animal Shelter "Pet of the Week" – "Luna"- 6-year-old Female Husky. Presented by Health Director, Shannon Harvill. Invited all of Harlingen to visit the Harlingen Animal Shelter located at 1106 Markowsky. and at PetSmart in Donna.
   Mayor Sepulveda congratulated the animal shelter on the 7 adoptions they had at the Downtown at Sundown event.

   b) Mayor's Business of the Month - "Vanity Lash" – Michelle Ballin-Owner

Ms. Ballin thanked the Mayor and Commission for their recognition for her business and thanked the public for the continued support to make it possible.

Mayor Sepulveda thanked Ms. Ballin for her work in the community to give confidence to all who walk into her business.

5. **Citizen Communication:**

1. Dawn Rae Leonard – D3/Treasure Hills
2. Sandra Gonzalez Gomez – Part 2 of open record violations & compliance
3. Luis Valdespino – Citizen Decorum Policy, Data Centers, Transparent Communication, Smoke Shop Moratorium
4. Angela Valdespino – Citizen Decorum Policy, Data Centers
5. Raymond Reyes – Civic Responsibility and Accountability
6. Desi Martinez – Consent Agenda & Action items on zoning changes, new flood permitting and engineering requirements to the construction industry
7. Ron Lozano – Decorum
8. Robert Leftwich – Harlingen

6. **Approval of Minutes:**
a) Regular meeting of July 1, 2026

Motion was made by Commissioner Mezmar and seconded by Mayor Pro-Tem Lopez to approve minutes for Regular Meeting of July 1,2026 subject to amendments needed. Motion carried unanimously.

7. **Consent Agenda**:

a) Consideration and possible action to approve an ordinance on second and final reading for a request to rezone from Not Designated ("N") District to Neighborhood Services ("NS") District for a 0.05-acre tract of land located between Lot 27, Block 2, L and L Subdivision and Lot D, Block 4, Southwest Harlingen Addition Subdivision, located on the west side of K Street, approximately 48 feet north of Filmore Avenue. Applicant: James De Leon. ***(Planning & Development).***

ORDINANCE NO. 26-32

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF HARLINGEN: REZONING FROM NOT DESIGNATED ("N") DISTRICT TO NEIGHBORHOOD SERVICE ("NS") FOR A 0.05 ACRE TRACT OF LAND LOCATED BETWEEN LOT 27, BLOCK 2, L AND L SUBDIVISION AND LOT D, BLOCK 4, SOUTHWEST HARLINGEN ADDITION, LOCATED ON THE WEST SIDE OF K STREET, APPROXIMATELY 48 FEET NORTH OF FILMORE AVENUE.

PASSED AND APPROVED on first reading this on the 5th day of August 2026.
PASSED AND APPROVED on the second and final reading this the 19th day of August 2026.

ATTEST:
Mayra Herrera, City Secretary

CITY OF HARLINGEN
Norma Sepulveda, Mayor

b) Consideration and possible action to approve an ordinance on second and final reading for a request to rezone from Residential, Single Family ("R-1") District to Planned Development ("PD") District to allow for a Residential, Single-Family development with smaller lot sizes for a 5.06-acre tract of land, more or less, out of Block 16, Survey 42, Stuart Place Subdivision located west of Paloma Lane, approximately 1,069.84 feet south of U.S. Business 83. Applicant: M2 Engineering c/o Mobeen Ahmed. ***(Planning & Development)***

ORDINANCE NO. 26-33

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF HARLINGEN: REZONING FROM RESIDENTIAL, SINGLE-FAMILY ("R-1") DISTRICT

TO PLANNED DEVELOPMENT ("PD") DISTRICT TO SMALLER LOT SIZES FOR A 5.06 ACRE TRACT OF LAND, MORE OR LESS, OUT OF BLOCK 16, SURVEY 42, STUART PLACE SUBDIVISION, LOCATED ON THE WEST SIDE OF PALOMA LANE, APPROXIMATELY 1,069.84 FEET SOUTH OF U.S. BUSINESS 83; PROVIDING FOR PUBLICATION AND ORDAINING OTHER MATTERS RELATED TO THE FOREGOING

PASSED AND APPROVED on first reading this on the 5th day of August 2026.
PASSED AND APPROVED on the second and final reading this the19th day of August 2026.

ATTEST:
Mayra Herrera, City Secretary

CITY OF HARLINGEN
Norma Sepulveda, Mayor

c) Consideration and possible action to approve an ordinance on second and final reading for a request for the voluntary annexation of 35.32 acres, more or less, tract of land situated in and being 7.40 acres of land out of Block 39, 8.08 acres of land out of Block 52, 17.68 acres of land out of Block 53, 1.45 acres of land out of Block 54, 0.39 acres of land out of Block 55, 0.171 acres of Montezuma Road right-of-way and 0.170 acres of Breedlove Road right-of-way, all of the David and Stephenson Subdivision and request for the voluntary annexation and establishment of initial zoning as Residential, Multi-Family ("M-2) District upon annexation for approximately 3.536 acres, more or less, being and part of a 25.24-acre tract located in Block 53, David and Stephenson Subdivision, said 3.56 acres being 2.912 acres of said Block 53 and 0.624 acres of existing Montezuma Road right-of-way lying south of and adjacent to said 2.912 acres, located on Montezuma Road approximately 684 feet west of Briggs Coleman Road. Applicants: Cameron County Drainage District #5 and Luis H. Villarreal. ***(Planning & Development)***

ORDINANCE NO. 26-34

AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE CITY OF HARLINGEN BY ANNEXING, FOR FULL PURPOSE, 35.32 ACRES, MORE OR LESS, TRACT OF LAND SITUATED IN AND BEING 7.40 ACRES OF LAND OUTOF BLOCK 39; 8.08 ACRES OF LAND OUT OF BLOCK 52, 17.68 ACRES OF LAND OUT OF BLOCK 53, 1.45 ACRES OF LAND OUT OF BLOCK 54, 0.39 ACRES OF LAND OUT OF BLOCK 55, 0.171 OF MONTEZUMA ROAD RIGHT-OF-WAY AND 0.170 ACRES OF BREEDLOVE ROAD RIGHT-OF-WAY, ALL OF THE DAVID AND STEPHENSON SUBDIVISION, AND REQUEST FOR THE VOLUNTARY ANNEXATION AND ESTABLISHMENT OF INITITAL ZONING AS RESIDENTIAL, MULTI-FAMILY ("M-2") DISTRICT UPON ANNEXATION FOR APPROXIMATELY 3.536 ACRES, MORE OR LESS, BEING PART OF A 25.24 ACRE TRACT LOCATED IN BLOCK 53, DAVID AND STEPHENSON SUBDIVISION, SAID 3.56 ACRES BEING 2.912 ACRES OF SAID BLOCK 53 AND 0.624 ACRES OF EXISTING MONTEZUMA ROAD RIGHTOF-WAY LYING SOUTH OF AND ADJACENT SAID 2.912 ACRES, LOCATED ON MONTEZUMA ROAD APPROXIMATELY 684 FEET WEST OF BRIGGS COLEMAN ROAD; 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 on the 5th day of August 2026.
PASSED AND APPROVED on the second and final reading this the 19th day of August 2026.

ATTEST:
Mayra Herrera, City Secretary

CITY OF HARLINGEN
Norma Sepulveda, Mayor

d) Consideration and possible action to approve an ordinance on second and final reading for a request for a Special Use Permit (SUP) to allow a storage container in a General Retail ("GR") District located at 602 and 606 W. Van Buren Avenue, bearing a legal description of Lots 13 through 16, Block 64, Harlingen Original Townsite Subdivision. Applicant: Javier Rodriguez c/o Logos Community Church. Attachment. ***(Planning & Development)***

ORDINANCE NO. 26-35

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF HARLINGEN: A SPECIAL USE PERMIT ISSUED TO JAVIER RODRIGUEZ C/O LOGOS COMMUNITY CHURCH TO ALLOW A STORAGE CONTAINER IN A GENERAL RETAIL ("GR")

DISTRICT LOCATED AT 602 AND 606 W. VAN BUREN AVENUE, BEARING A LEGAL DESCRIPTION OF LOTS 13 THROUGH 16, BLOCK 64, HARLINGEN ORIGINAL TOWN SITE SUBDIVISION, PROVIDING FOR PUBLICATION AND ORDAINING OTHER MATTERS RELATED TO THE FOREGOING.

PASSED AND APPROVED on first reading this on the 5th day of August 2026.
PASSED AND APPROVED on the second and final reading this the 19th day of August 2026.

ATTEST:
Mayra Herrera, City Secretary

CITY OF HARLINGEN
Norma Sepulveda, Mayor

e) Consideration and possible action to approve an ordinance on second and final reading for the release from the City of Harlingen Extraterritorial Jurisdiction (ETJ), consisting of all of Block 54 (9.92-acre tract), McLeod Hood Properties No. 1, located on the south side of FM 508 approximately 4,000 feet east of FM 509. Applicant: Ezekiel Robles on behalf of Sandra Robles. ***(Planning & Development).***

ORDINANCE NO. 26-36

AN ORDINANCE OF THE CITY OF HARLINGEN PROVIDING FOR THE RELEASE OF CERTAIN REAL PROPERTY FROM THE CITY OF HARLINGEN EXTRATERRITORIAL JURSIDICTION (ET J) CONSISTING OF ALL BLOCK 54 (9.92 ACRE TRACT), MCLEOD HOOD PROPERTIES NO. 1, LOCATED ON THE SOUTH SIDE OF FM 508 APPROXIMATELY 4,000 FEET EAST OF FM 509; PROVIDING FOR PUBLICATION AND ORDAINING OTHER MATTERS RELATED TO THE FOREGOING

PASSED AND APPROVED on first reading this on the 5th day of August 2026.
PASSED AND APPROVED on the second and final reading this the 19th day of August 2026.

ATTEST:
Mayra Herrera, City Secretary

CITY OF HARLINGEN
Norma Sepulveda, Mayor

f) Consideration and possible action to approve an ordinance on the second and final reading for a request for an ordinance of the City Commission of the City of Harlingen, Texas amending the Harlingen Horizon – A City on the Rise Comprehensive Plan, Chapter 2, Land Use and Development, Map 5, Future Land Use Map, by changing the designation of the Future Land Use Map from Not Designated to Low-Density Residential for the following parcels: Parcels located from FM 509 near the intersection of Hanson Road; parcels located near the intersection of South Dilworth Road and Country Lane; parcels located near South Palm Court Drive; parcels within the Subdivision located near Park Lane West and Lexington Avenue; area around the intersection of West Lafayette Street and Chester Park Road; and area near Wilson Road and Stonegate Drive, and changing the designation from Not Designated to Medium Density Residential for a property located near the intersection of Wilson Road and Ramsey Road; and updating properties located along Wilson Road near its intersection with Interstate 69E to reflect institutional, medium density residential, and recreational/open space future land uses; and additional future land use designation revisions throughout the map reflecting data updates. Applicant: City of Harlingen. Attachment. (Planning & Development).

ORDINANCE NO. 26-37

AN ORDINANCE AMENDING THE HARLINGEN HORIZON- A CITY ON THE RISE COMPREHENSIVE PLAN, CHAPTER 2 LAND USE AND DEVELOPMENT, MAP 5 FUTURE LAND USE MAP, BY CHANGING THE DESIGNATION OF THE FUTURE LAND USE MAP FROM NOT DESIGNATED TO LOW-DENSITY RESIDENTIAL FOR THE FOLLOWING PARCELS: PARCELS LOCATED AT FM 509 NEAR THE INTERSECTION OF HANSON ROAD; A PARCELS LOCATED NEAR THE INTERSECTION OF SOUTH DILWORTH ROAD AND COUNTRY LANE; PARCELS LOCATED NEAR S. PALM COURT DRIVE; PARCELS WITHIN THE SUBDIVISION LOCATED NEAR PARK LANE WEST AND LEXINGTON AVENUE; AREA AROUND THE INTERSECTION OF W. LAFAYETTE STREET AND CHESTER PARK ROAD; AND AREA NEAR WILSON ROAD AND STONEGATE DRIVE; AND CHANGING THE DESIGNATION FROM NOT DESIGNATED TO MEDIUM DENSITY RESIDENTIAL FOR A PROPERTY LOCATED NEAR THE INTERSECTION OF WILSON ROAD AND RAMSEY ROAD; AND UPDATING PROPERTIES LOCATED ALONG WILSON ROAD NEAR ITS INTERSECTION WITH INTERSTATE 69E TO REFLECT NSTITUTIONAL, MEDIUM DENSITY RESIDENTIAL, AND RECREATIONAL/OPEN SPACE FUTURE LAND USES; AND ADDITIONAL FUTURE LAND USE DESIGNATION REVISIONS THROUGHOUT

THE MAP REFLECTING DATA UPDATES; PROVIDING FOR PUBLICATION AND ORDAINING OTHER MATTERS RELATED TO THE FOREGOING

PASSED AND APPROVED on first reading this on the 5th day of August 2026.
PASSED AND APPROVED on the second and final reading this the 19th day of August 2026.

ATTEST: CITY OF HARLINGEN
Mayra Herrera, City Secretary Norma Sepulveda, Mayor

g) Consideration and possible action to approve the testing and potential installation of speed humps in the following location(s): ***(This item was requested by Commissioner Rene Perez and Mayor Pro-Tem Daniel N. Lopez)***

1. Knotty Pine Ln (between Teak and Starfire)
2. Timberline Dr. (between Knotty Pine and Green Bluff)
3. Clearview Dr. (between Hemplock and Crestway)

ADDITONAL STREETS ADDED:

- Commissioner Morales: 200/300 Block of East Royal Drive
- Commissioner Cavazos-Gamez: Davis Street between First and New Combes Highway

Motion was made by Commissioner Perez seconded by Commissioner Mezmar to approve the items of 7a-f. Motion carried unanimously.

Motion was made by Commissioner Perez seconded by Commissioner Cavazos-Gamez to approve the item 7g. Motion carried unanimously.

8. **Staff Reports and Other Discussion Items:**

a) City Manager's Report - None

b) Staff Reports – Update of Data Center by Roberto Hernandez, City Engineer – PASSED, not presented.

c) Quarterly report by South Texas Emergency Care (STEC)

9. **Public Hearings:**

a. Public Hearing for a rezoning request from Not Designated ("N") District to Residential, Multi-Family ("M2") District for 1.121 acres of land out of Block 24, F.Z. Bishop Subdivision of the Rice and Taylor Lands, located south of New Hampshire Street, approximately 1,410 feet north of South Expressway 83. Applicant: S2 Engineering, PLLC c/o Raffa Construction. ***(Planning & Development)***

Mayor Sepulveda opened the public hearing for anyone that signed up to speak for or against this item.

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

b. Public Hearing for the voluntary annexation and establishment of initial zoning as General Retail ("GR") District upon annexation for 3.597-acre tract of land, more or less, out of a called 36.66-acre tract of land, and a called 2.198 acre tract situated in Block 2, Harlingen Land and Water Company Subdivision "C", located on the Southwest corner of Wilson Road and Chester Park Road. Applicant: Wilson Chester Retail Partners Ltd. ***(Planning & Development)***

Mayor Sepulveda opened the public hearing for anyone that signed up to speak for or against this item.

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

c. Public hearing on an ordinance adopting water and sewer rate adjustments necessary to fund forecasted operating expenses, capital asset costs, and Harlingen Waterworks System capital improvements supported by Texas Water Development Board funding. ***(HWWS)***

Mayor Sepulveda opened the public hearing for anyone that signed up to speak for and against this item.

1. Sandra Gonzalez Gomez-3209 Lazy Palm Dr. South
2. Desi Martinez-1806 Haverford Blvd.

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

10. **Action Items**
Ordinances:

a) Consideration and possible action to approve an ordinance on first reading for a rezoning request from Not Designated ("N") District to Residential, Multi-Family ("M2") District for 1.121 acres of land out of Block 24, F.Z. Bishop Subdivision of the Rice and Taylor Lands, located south of New Hampshire Street, approximately 1,410 feet north of South Expressway 83. Applicant: S2 Engineering, PLLC c/o Raffa Construction. ***(Planning & Development).***

Motion was made by Commissioner Perez seconded by Commissioner Morales to approve an ordinance on first reading for a rezoning request from Not Designated ("N") District to Residential, Multi-Family ("M2") District for 1.121 acres of land out of Block 24, F.Z. Bishop Subdivision of the Rice and Taylor Lands, located south of New Hampshire Street, approximately 1,410 feet north of South Expressway 83. Applicant: S2 Engineering, PLLC c/o Raffa Construction. Motion carried unanimously.

b) Consideration and possible action to approve an ordinance on first reading for the voluntary annexation and establishment of initial zoning as General Retail ("GR") District upon annexation for 3.597 acre tract of land, more or less, out of a called 36.66 acre tract of land, and a called 2.198 acre tract situated in Block 2, Harlingen Land and Water Company Subdivision "C", located on the Southwest corner of Wilson Road and Chester Park Road. Applicant: Wilson Chester Retail Partners Ltd. ***(Planning & Development)***

Commissioner Perez asked if the business would be a gas station.

Ana Hernandez, Director of Planning and Development, confirmed it will be a convenience store. She continued by stating that an amendment needs to be made in reference to the water being provided by East Rio Hondo Water Supply Co, not HWWS.

Motion was made by Commissioner Perez and seconded by Commissioner Mezmar to approve an ordinance on first reading for the voluntary annexation and establishment of initial zoning as General Retail ("GR") District upon annexation for 3.597 acre tract of land, more or less, out of a called 36.66 acre tract of land, and a called 2.198 acre tract situated in Block 2, Harlingen Land and Water Company Subdivision "C", located on the Southwest corner of Wilson Road and Chester Park Road. Applicant: Wilson Chester Retail Partners Ltd with the amendments given. Motion carried unanimously.

c) Consideration and possible action to approve an ordinance on second and final reading of the City Commission of the City of Harlingen, Texas, amending Chapter 105, "Flood Damage Prevention", of the Code of Ordinances; amending definitions; updating flood hazard data and floodplain

management standards; clarifying the authority, duties, and administration of floodplain regulations; revising floodplain development permit, review, and variance procedures; establishing compensatory storage requirements and no-adverse-impact floodplain management standards; revising flood hazard reduction requirements for residential, nonresidential, critical facility, manufactured home, recreational vehicle, and subdivision development; establishing additional elevation, foundation, floodproofing, and floodplain encroachment standards, establishing additional regulations for development within flood hazard areas; providing for severability; providing for codification; providing for conflicts; and providing an effective date. Applicant: City of Harlingen. ***(Planning & Development).***

Motion was made by Commissioner Perez and seconded by Commissioner Mezmar to approve an ordinance on second and final reading of the City Commission of the City of Harlingen, Texas, amending Chapter 105, "Flood Damage Prevention", of the Code of Ordinances; amending definitions; updating flood hazard data and floodplain management standards; clarifying the authority, duties, and administration of floodplain regulations; revising floodplain development permit, review, and variance procedures; establishing compensatory storage requirements and no-adverse-impact floodplain management standards; revising flood hazard reduction requirements for residential, nonresidential, critical facility, manufactured home, recreational vehicle, and subdivision development; establishing additional elevation, foundation, floodproofing, and floodplain encroachment standards, establishing additional regulations for development within flood hazard areas; providing for severability; providing for codification; providing for conflicts; and providing an effective date. Motion carried as follows: FOR: Mayor Sepulveda, Mayor Pro-Tem Lopez, Commissioner's Cavazos-Gamez, Mezmar and Perez; AGAINST: Commissioner Morales Vote (5-1)

d) Consideration and possible action to approve an ordinance on first reading adopting the water and sewer rate adjustments necessary to fund forecasted operating expenses, capital assets costs, and Harlingen Waterworks System capital improvements supported by Texas Water Development Board funding. ***(HWWS)***

Commissioner Mezmar asked if the replacements being made are in reference to the sewage pipes and water pipes.

Ron De La Garza, representative of the HWWS, confirmed that yes, the replacements are going to be made and paid for with the increase in prices.

Commissioner Mezmar asked what the rise in rates is for.

Mr. De La Garza confirmed that the reason for raised rates is due to the increased funding from the water development board, who are forecasting an additional 11 million and another 70 million, raising the total to 135 million in total funding, the mortgage needs to get paid.

Commissioner Cavazos-Gamez asked if this increase had been put on hold before.

Mr. De La Garza confirmed that the ordinance that was approved back in 2024, January of 2027, we should be on step 4 of rate increases, we are currently on step 2.

Commissioner Cavzos-Gamez asked why it was not put in place every year leading up to now.

Mr. De La Garza stated the board chose to reevaluate the CIP the actual construction times when the funding was needed to relieve some of the pressure on the community.

Commissioner Cavazos-Gamez asked how much pressure this will add to the community.

Mr. De La Garza confirmed that the rate increase is on the base service itself, which is the fixed rate, will go up slightly. For the customers using less than 3,000 gallons will not feel the increase, those who do exceed 3,000 gallons per month will be the ones to feel the difference.

Commissioner Morales stated that he understands doing what needs to be done. However, he does ask about the fee schedule, and the end users. He asked about the change for the City of Primera from HWWS to somebody else.

Mr. De La Garza indicated he had no information about this concern.

Commissioner Cavazos-Gamez asked how fast we will move into phases 3 and 4 given that it took us two years to get into phase two.

Mr. De La Garza advised that a reevaluation should be made regarding the CIP spending. As we start completing the projects and spend money, the reevaluation for a rate increase can be held or delayed, that they hope will turn the 5-year plan into a 10-year plan.

Commissioner Cavazos-Gamez asked if the community was advised of the stall of the rate of change until this year.

Mr. De La Garza stated that there was no mass notification sent out but there was a budget presentation indicating that no raise was being made at the time.

Mayor Sepulveda stated that the commission had already approved the rates prior to the current item back when the initial plan/ ordinance was passed with all the rate amounts discussed and presented.

Mr. De La Garza confirmed that the mayor is correct in stating that the rates were previously set. An evaluation is done yearly to make sure that any increases can be made or are needed depending on the money spent.

Mayor Sepulveda stated that Mr. De La Garza had mentioned earlier that they needed to pay the mortgage.

Mr. De La Garza confirmed that the mortgage amount is $100 million dollars needing to be paid.

Mayor asked if it was possible to complete the payment of the mortgage without the increase.

Mr. De La Garza confirmed that we could only survive halfway through the following fiscal year.

Mayor Sepulveda asked if we are trying to handle this matter in a responsible matter.

Mr. De La Garza stated that we must maintain a minimum of 150 to 190 days of working capital to ensure the bond ratings. Saving the community millions of dollars in interest.

Discussion continued regarding the reasoning for the change of rates.

Mayor Pro-Tem Lopez asked Mr. De La Garza how much of this rate change is due to the proposed data centers and car washes.

Mr. De La Garza confirmed that this rate increase has nothing to do with the two. He confirmed that the car wash companies typically recycle their water used.

Mayor Pro-Tem Lopez confirmed that the point of the increase is to assist with the upgrading of the aging infrastructure, the expansion of the east side water treatment plant, the improvement of the trunk line that the whole city ties into for wastewater and improve or replace the lift stations.

Mr. De La Garza confirmed all the points Mayor Pro-Tem Lopez brought to his attention.

Mayor Sepulveda recognized Commissioner Morales

Commissioner Morales asked about the rates being set at the amount they currently are or if it is possible to change.

Mr. De La Garza confirmed that the rate is a fixed rate.

Mayor Sepulveda asked Mr. De La Garza to make sure that at any point, throughout the meetings had, anyone from the commission could have given their opinion at that time.

Mr. De La Garza confirmed that that was a possibility.

Motion was made by Mayor Pro-Tem Lopez and seconded by Commissioner Perez to approve an ordinance on first reading adopting the water and sewer rate adjustments necessary to fund forecasted operating expenses, capital assets costs, and Harlingen Waterworks System capital improvements supported by Texas Water Development Board funding. Motion carried as follows: FOR: Mayor Sepulveda, Mayor Pro-Tem Lopez, Commissioner's Cavazos-Gamez, Mezmar, Perez; AGAINST: Commissioner Morales; Vote (5-1)

e) Consideration and possible action to approve an ordinance on first reading extending the temporary moratorium on High-Intensity Data Processing facilities established by Ordinance No. 26-26. ***(City Manager)***

Mayor Sepulveda asked Assistant City Manager, Dr. Josh Ramirez, if there was anything to add to the current MOU.

Dr. Ramirez passed the matter over to the City Attorney, Mr. Sossi.

Mr. Sossi confirmed that the MOU can be extended to 180 days from the date it was initiated.

Motion was made by Commissioner Perez and seconded by Mayor Pro-Tem Lopez to approve an ordinance on first reading extending the temporary moratorium on High-Intensity Data Processing facilities established by Ordinance No. 26-26. Motion carried unanimously.

f) Consideration and possible action to approve an ordinance on second and final reading to adopt regulations that ensure that meetings of the City Commission are conducted in a way that allows the business of the City to be undertaken effectively and efficiently; providing savings, repealing severability clauses and providing an effective date. ***(City Manager)***

Mayor Pro-Tem Lopez proposed that the item be tabled due to the language needing to be clarified on the notes that he sent to the city attorney and seconded by Commissioner Cavazos-Gamez.

Mayor Sepulveda asked if the amendments needing to be made can be done in real time to proceed forward, instead of having to bring the item back for a third time, since there was a deadline given to provide the City Attorney, Mark Sossi, with any comments, amendments, and corrections ahead of the meeting.

Commissioner Cavazos-Gamez stated she would like to second the motion to table to be able to submit the draft for the public to be able to view ahead of the city commission meeting, in faith of being transparent with the constituents.

Mayor Pro-Tem Lopez withdrew his motion to table and stated he would like to go through the discussion of amendments in real time. Mayor Pro-Tem Lopez indicated page 5, paragraph c, fourth line from the top, beginning with "if", referring to abstentions, wanting to make sure it is in alignment with the city charter. He also stated that page 9, paragraph 4 and 5, in the middle of the page, which both begin with "If the mayor", seeming redundant.

City Attorney, Mark Sossi, confirmed that paragraph 4 is more appropriate.

Mayor Pro-Tem Lopez confirmed with Mr. Sossi and Mayor Sepulveda that paragraph 5 will be stricken from the draft.

Mayor Sepulveda and Mr. Sossi confirmed the strike.

Mayor Pro-Tem Lopez stated that the language of "mayor presiding chair" being more consistent throughout the ordinance.

Mayor Sepulveda stated that the use of "presiding chair" is in case of any of the council or staff leadership chairs are not available, the spots could be filled appropriately.

Mayor Pro-Tem Lopez stated another amendment would be for page 10 and 11, All of paragraph D, 1-6, that the City Attorney plays a more active role, any time a constituent, or Council member needs to be brought back and kept on target. That the ordinance should have consistent language as such.

Mayor confirmed that the language could mirror from paragraph 4 states, "if the mayor does not act promptly to rule the seconds speaker out of order, the city attorney may advise the speaker in the commission" So, it should have that language. The city attorney So, if we could just be consistent with the language, is that right throughout the whole section here to ensure the prior one said city commission, and we've asked that to be strike struck and for it to include city attorney instead.

Mayor Pro-Tem Lopez and Mr. Sossi confirmed mayor's statement. He stated that this would conclude his amendments.

Mayor Sepulveda states that Mr. Sossi did include Commissioner Cavazos-Gamez amendments prior to the meeting, and that no other adjustments were submitted. With that conclusion, she would entertain the motion to approve.

Commissioner Morales asked if it was possible for him to make suggestions on amendments as well. He began with page 6, letter D at the bottom of the page. He wanted to know why the constituents had to provide physical copies of the requests for public hearing ahead of the meeting and not same day.

Mayor Sepulveda confirmed that the 8 copies would be due to being able to push the time past 12 o 'clock, due to the burden of having the time frame shortened due to the preparation of the submissions by the staff in time for the meeting, if they wish to have the time pushed back to 3pm. She asked if the explanation was satisfactory.

Commissioner Morales indicated he was satisfied. Provided next point of page 11, at the top. Number four, "speaker shall direct all comments to the city commission, not the city manager or members of the city staff as provided in sub subsection." and keeps on going. He asks why the

commission should take the responsibility for the actions of a "lone wolf that goes off stray", why should they address the commission as a whole.

Mayor Sepulveda recollected from the previous meeting that this was about speakers not addressing city staff.

Mr. Sossi stated that this is not to prevent people from criticizing staff or actions of city officials but requires the speakers to address their concerns directly to the commission.

Commissioner Morales went back to page 5 for his next point of concern. At the bottom the last paragraph. "The forum is not open for matters that are neither on the posted agenda nor within the jurisdiction of the city commission, including matters concerning property, activities, or governmental services provided by different governmental entity which may be located or provided wholly on the corporate limits of the city matters committed exclusively to the federal or state government upon which the city commission has no authority to act or deliberate."

Mr. Sossi indicated he acknowledges the double negative that is present in the language that he would clean it up for the final draft.

Mayor clarified that it's in reference to making sure the matters discussed remain that of those pertaining to within the city jurisdiction.

Commissioner Morales moved on to page 8, paragraph 4, Citizen's participation, "for matters that are not on the posted agenda, the total public comment shall be limited to five speakers", suggesting that it should be removed.

Mayor Sepulveda reminded Commissioner that this clause was not addressed at the first reading but is addressed at the second reading.

Commissioner Morales stated that he changed his mind in reference to the clause.

Mayor reminded everyone about the compromise that was discussed about adjusting the times for each person signed up or the amount of the persons signed up as so shown in other cities.

Commissioner Cavazos-Gamez referenced page 7 under number 3, "any persons who wishes to address the city commission must register with the city secretary before the city commission meeting. Each speaker must identify which agenda item or which matter within the city jurisdiction, not on the agenda he/she wishes to speak about ", she asked if that's where it's implicated that they only get 2 minutes to speak.

Mayor Sepulveda gave clarification of what this section is in reference to.

Commissioner Cavazos-Gamez asked if it is confirmed that they can speak about anything within the jurisdiction of the city,

Mayor Sepulveda confirmed her inquiry.

Mayor Pro-Tem Lopez asked about the process that is in place regarding the 6th person that signs up and how they would be notified.

City Secretary, Mayra Herrera, confirmed that she would be the one to notify that person of them being the 6th person to sign up.

Mayor confirmed that the process is to be to hold that 6th person who signed up as the number one position for the next meeting.

Mayor Pro-Tem Lopez furthered by asking if it is possible to allow the 6th and/or 7th person to be on standby at the meeting just in case one of the 5 people signed up is unable to attend.

Mayor Sepulveda and Mrs. Herrera confirmed that it was something that can be allowed at the city meetings.

Motion was made by Mayor Sepulveda seconded by Commissioner Perez to approve an ordinance on second and final reading to adopt regulations that ensure that meetings of the City Commission are conducted in a way that allows the business of the City to be undertaken effectively and efficiently; providing savings, repealing severability clauses and providing an effective date, with amendments made. Motion carried. FOR: Mayor Sepulveda, Mayor Pro-Tem Lopez, Commissioner's Mezmar, Perez; AGAINST: Commissioner's Morales, Cavazos-Gamez; Vote (4-2)

g) Consideration and possible action to approve a resolution authorizing the City Manager to submit a grant application to the National Park Service's Outdoor Recreation Legacy Partnership grant program. ***(Special Projects Department).***

Ana Hernandez, Director of Special Projects, asked the Commission if they were comfortable with submitting the application for the same amount as what was submitted previously of around 7 million.

Commissioner Morales asked how much the matching amount of the city was.

Mrs. Hernandez confirmed it would be 50%

Commissioner Morales asked how the fund for the grant would be used.

Mrs. Hernandez confirmed that it would be used for the Harlingen Soccer Complex.

Commissioner Morales stated that if the city is going to match $3.5 million, it should be used for drainage not parks.

Mrs. Hernandez clarified that the grant being applied for is specific. That there are applications being applied for drainage as well.

Motion was made by Commissioner Perez and seconded by Commissioner Cavazos-Gamez to approve a resolution authorizing the City Manager to submit a grant application to the National Park Service's Outdoor Recreation Legacy Partnership grant program. Motion carried as follows: FOR: Mayor Sepulveda, Mayor Pro-Tem Lopez, Commissioner's Cavazos-Gamez, Mezmar, Perez and AGAINST: Commissioner Morales; Vote (5-1)

h) Consideration and possible action to approve a resolution of the City of Harlingen approving a budget amendment BA2526-02 adopted by the HWWS Board of Trustees for Fiscal Year 2025-2026. ***(HWWS)***

Motion was made by Mayor Pro-Tem Lopez and seconded by Commissioner Mezmar to approve a resolution of the City of Harlingen approving a budget amendment BA2526-02 adopted by the HWWS Board of Trustees for Fiscal Year 2025-2026. Motion carried unanimously

i) Consideration and possible action to approve a resolution accepting the Harlingen WaterWorks System's budget for Fiscal Year 2026-2027. ***(HWWS)***

Motion was made by Mayor Pro-Tem Lopez and seconded by Commissioner Cavazos-Gamez to approve a resolution accepting the Harlingen WaterWorks System's budget for Fiscal

Year 2026-2027. Motion carried as follows: FOR: Mayor Sepulveda, Mayor Pro-Tem Lopez, Commissioner's Mezmar, Perez; AGAINST: Commissioner's Morales, Cavazos-Gamez Vote (4-2)

j) Consideration and possible action to authorize the City Manager to enter into a Memorandum of Understanding (MOU) with the Harlingen Consolidated Independent School District of the 2026-2027 HCISD Firefighter Academy. ***(City Manager).***

Motion was made by Mayor Pro-Tem Lopez and seconded by Commissioner Cavazos-Gamez to authorize the City Manager to enter into a Memorandum of Understanding (MOU) with the Harlingen Consolidated Independent School District of the 2026-2027 HCISD Firefighter Academy. Motion carried as follows; FOR Mayor Sepulveda, Mayor Pro-Tem Lopez, Commissioner's Cavazos-Gamez, Mezmar, Morales; ABSTAINED: Commissioner Perez Vote (5-1)

k) Consideration and possible action to approve a resolution authorizing an agreement between the City of Harlingen and the Texas Department of Transportation (TxDOT) for the reimbursement of the maintenance of designated traffic signals located on State highways within the City of Harlingen, Contract No. 6497-14-001, and authorizing the City Manager to execute the agreement. ***(Public Works)***

Commissioner Morales asked Public Works Director, Ruth Trevino, if these signals will have any flock cameras or software for surveillance.

Mrs. Trevino stated that as far as she was aware these traffic lights will not have that software, they are just for maintenance and traffic.

Motion was made by Commissioner Perez and seconded by Commissioner Cavazos-Gamez to approve a resolution authorizing an agreement between the City of Harlingen and the Texas Department of Transportation (TxDOT) for the reimbursement of the maintenance of designated traffic signals located on State highways within the City of Harlingen, Contract No. 6497-14-001, and authorizing the City Manager to execute the agreement. Motion carried unanimously

l) Consideration and possible action to approve the allocation of $50,000 for the renovation of the Pro Shop Pickleball Courts. ***(Parks & Rec.)***

Commissioner Mezmar asked how old the Pickle Ball Courts are.

Juan Mediola III, Director of Parks, advised that the courts shy of a year old. This item is simply being proposed due to some funds being saved by doing some of the work in-house. Looking to have the fund reallocated to a Merch Shop.

Commissioner Perez asked how the shop would be staffed and run once the reallocation is complete.

Mr. Mendiola stated that once the reallocation is approved a plan can be devised on how to proceed forward successfully.

Commissioner Perez asked about the items being sold within the shop.

Mr. Mendiola stated there would be water bottles, T-shirts, bags and other stuff being sold at the shop.

Motion was made by Mayor Pro-Tem Lopez and seconded by Commissioner Perez to approve the allocation of $50,000 for the renovation of the Pro Shop Pickleball Courts, option 1. Motion carried unanimously

m) Consideration and possible action to approve the purchase of a 2026 Chevrolet 4-wheel drive Crew Cab Pickup Truck in the amount of $50,000.00 for the Harlingen Police Department. ***(Police)***

Commissioner Morales asked Chief Alvear why the reimbursement was.

Chief Alvear stated that it is a state grant that is awarded for participating in the Taskforce.

Motion was made by Commissioner Cavazos-Gamez and seconded by Commissioner Mezmar to approve the purchase of a 2026 Chevrolet 4-wheel drive Crew Cab Pickup Truck in the amount of $50,000.00 for the Harlingen Police Department. Motion carried unanimously

n) Consideration and possible action to approve the installation of a mid-block pedestrian crosswalk 300 feet east of 28th Street and Grimes Rd intersections. ***(Engineering)***

Mayor Pro-Tem Lopez asked for clarification on what the crosswalk connects.

Mr. Roberto Hernandez, City Engineer, confirmed that the crosswalk simply connects the Lifeline Building to its parking lot.

Motion was made by Commissioner Cavazos-Gamez and seconded by Mayor Pro-Tem Lopez to approve the installation of a mid-block pedestrian crosswalk 300 feet east of 28th Street and Grimes Rd intersections Motion carried unanimously.

o) Consideration and possible action to accept a donation of $28,000 from the Rotary Club of Harlingen to the City of Harlingen's Vestal Park for the construction of a dog park. ***(This item was requested by Mayor Pro-Tem Daniel N. Lopez and Commissioner Frank Morales)***

Mayor Pro-Tem Lopez opened the discussion by reading a summary about the project and item.

Commissioner Perez asked about what the total cost of the park would be.

Mayor Pro-Tem Lopez stated that the amount is dependent on the donations found for the park.

Further discussion was held regarding the cost, funding, and timeline of the project.

Motion was made by Commissioner Perez to approve the acceptance of the donation contingent on gathering full funding of the park. FOR: Commissioner Perez, Mayor Sepulveda. AGAINST: Mayor Pro-Tem Lopez, Commissioner Cavazos-Gamez, Commissioner Morales, Commissioner Mezmar (2-4)

Motion was made by Mayor Pro-Tem Lopez and seconded by Commissioner Cavazos-Gamez to accept a donation of $28,000 from the Rotary Club of Harlingen to the City of Harlingen's Vestal Park for the construction of a dog park. Motion carried as follows: FOR: Mayor Sepulveda, Mayor Pro-Tem Lopez, Commissioner's Cavazos-Gamez, Mezmar, Morales; AGAINST: Commissioner Perez. Vote (5-1)

p) Consideration and possible action to approve a resolution establishing the Harlingen Urban Forestry and Natural Infrastructure Program. ***(Mayor)***

Motion was made by Mayor Pro-Tem Lopez and seconded by Commissioner Cavazos-Gamez to approve a resolution establishing the Harlingen Urban Forestry and Natural Infrastructure Program. Motion carried unanimously.

11. **Board Appointments:**

Mayor Sepulveda- Appointed Diana Medrano Esparza to the Senior Citizen Advisory Board

Motion was made by Mayo Pro-Tem Lopez and seconded by Commissioner Mezmar to approve all the re-appointments and appointments. Motion carried unanimously.

12. **Executive Session:**

a) Pursuant to Government Code Section 551.071 — attorney consultation and contemplating litigation; Section 551.072 — deliberation regarding real estate; and Section 551.087 — economic development relating to the following project. ***(HEDC)***
   1. Project PEA II (Real Estate)
   2. Project Its Thyme (Retail) N/A

b) Pursuant to TX Govt Code Section 551.087 - economic development negotiations to renew the PILOT Agreements on the Industrial District. ***(HEDC)***

c) Deliberation regarding the potential purchase of real property pursuant to Texas Govt. Code Section 551.072 ***(Asst. City Manager Dr. Josh Ramirez)***

d) Consultation with Legal Counsel pursuant to TX Govt. Code Section 551.071 (2) regarding an update on the Collective Bargaining Agreement with the Harlingen Police Officers. ***(City Attorney)***

e) Consultation with legal counsel pursuant to Texas Govt. Code Section 551.071 (2) to receive privileged legal communication regarding power and authority of the City Commission under the City of Harlingen Charter, generally relating to or arising under Article X, Public Utilities, Section 7, A through K and Article XI. ***(City Attorney)***

f) Consultation with City Attorney pursuant to Texas Government Code 551.071 (2) to receive privileged legal communication regarding authority of the City Commission under the City of Harlingen City Charter, generally relating to or arising under Article X, Public Utilities, Section 7, A through X, and Article XI. ***(City Attorney)***

Motion was made by Commissioner Perez and seconded by Mayor Pro-Tem Lopez to go into executive session. Motion carried unanimously.

At 8:22pm, Mayor Sepulveda announced the City Commission would convene into Executive Session to discuss Items 12a-f.

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

At 10:25, Mayor Sepulveda announced the City Commission had completed its Executive Session and declared the meeting open to the public.

a) Consideration and possible action on item 12 a (1-2) as discussed in executive session.

Motion was made by Mayor Pro-Tem Lopez and seconded by Commissioner Perez to proceed as discussed in executive session. Motion carried unanimously

b) Consideration and possible action on item 12 (b) as discussed in executive session.

Motion was made by Mayor Pro-Tem Lopez and seconded by Commissioner Perez to proceed as discussed in executive session. Motion carried unanimously

b) Consideration and possible action regarding the potential purchase of real property as discussed in executive session.

Motion was made by Mayor Pro-Tem Lopez and seconded by Commissioner Perez to proceed as discussed in executive session. Motion carried unanimously

c) Consideration and possible action on item 12 (d) as discussed in executive session.

Motion was made by Mayor Pro-Tem Lopez and seconded by Commissioner Perez to proceed as discussed in executive session. Motion carried unanimously

d) Consideration and possible action on item 12 (f) as discussed in executive session.

Motion was made by Mayor Pro-Tem Lopez and seconded by Commissioner Perez to proceed as discussed in executive session. Motion carried unanimously

e) Consideration and possible action on item 12 (g) as discussed in executive session.

Motion was made by Mayor Pro-Tem Lopez and seconded by Commissioner Perez to proceed as discussed in executive session. Motion carried unanimously

14. **Adjournment:**

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

City of Harlingen

_____
Norma Sepulveda, Mayor

ATTEST:

_____
Mayra Herrera, City Secretary

DRAFT

7a

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **October 7th, 2026**

Agenda Item:

Consider and take action to approve an Agreement with Harlingen Performing Arts Theatre for the use of Hotel Motel funds for promotion of the arts.

Prepared By (Print Name): Gabriel Gonzalez
Title: City Manager
Signature: Gabriel Gonzalez

Brief Summary:

The City Commission has awarded $24,000. This Agreement merely memorializes the dollar amount and places restrictions on the use of funds.

Funding (if applicable):

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

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

Staff Recommendation:

Approval

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

Comments:

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

AGREEMENT FOR MANAGEMENT OF HOTEL OCCUPANCY TAX FUNDS

STATE OF TEXAS

COUNTY OF CAMERON

This agreement is made this 7th day of October, 2026, but effective October 1, 2026, by and between the City of Harlingen, Texas, a home rule city organized and existing under the laws of the State of Texas, hereinafter called "City", and Harlingen Performing Arts Theatre Board of Directors, hereinafter called "HPAT", and is as follows:

WHEREAS, pursuant to Texas Tax Code, Chapter 351, City has imposed a tax within the corporate limits and extraterritorial jurisdiction of the City of Harlingen, Texas, upon the possession of a room located in a hotel which is ordinarily used for sleeping and for which consideration is received; such tax is imposed at the rate of seven percent (7%) of the price paid for such room; and

WHEREAS, pursuant to Section 351.101(c) of such Chapter, the governing body of the City may contract with a private organization for the management and supervision of programs and activities funded with revenue from such tax; and

WHEREAS, in consideration of their mutual desire to promote tourism through the encouragement, promotion, improvement, and application of the arts, City and HPAT desire to contract for the management and supervision by HPAT of programs and activities funded with revenue from such tax:

NOW, THEREFORE, BE IT MUTUALLY AGREED AS FOLLOWS:

1. City shall, in conformity with Texas Tax Code, Chapter 351 and Chapter 37-11, Code of Ordinances, City of Harlingen, Texas, collect the hotel occupancy tax therein authorized and imposed. City shall pay to HPAT a portion of the tax in the amount of Twenty-four thousand dollars ($24,000) for operational purposes. The City shall pay HPAT by October 31, 2026.

2. HPAT shall expend the tax revenues disbursed under this agreement for the exclusive purpose of encouragement, promotion, improvement, and application of the arts, as provided by Texas Tax Code, Section 351.101(a)(4). All such revenues shall be expended in a manner to promote tourism and the convention and hotel industry.

3. *HPAT shall submit an annual budget when requesting funding from the City. HPAT will provide the City with a consolidated financial report prepared by a CPA for all expenditures under this Contract for each fiscal year ending September 30.* HPAT shall submit a report on expenditure of such tax revenues thirty days after the end of each calendar quarter.

4. HPAT shall provide a number of hotel stays they anticipate to generate as a result of receiving the HOT funds, a list of magazine, newspaper or other print, video or audio promotions paid for with Hotel/Motel Occupancy Tax by the tenth day of each calendar quarter.

5. HPAT agrees to allocate 10 % of funds strictly for promotions.

6. HPAT shall maintain the tax revenues provided by the City in a separate account established for that purpose and may not commingle that revenue with any other money or maintain it in any other account.

7. HPAT may expend such tax revenues for the cost of day-to-day operations, supplies, salaries, office rental, travel expenses, or any related expenses only if these administrative costs are incurred directly in the promotion and servicing of expenditures authorized under this agreement. If HPAT conducts programs which, in part, include activities for which the tax revenues may not be used, the portion of costs of such program for which the tax revenues are used, including associated administrative costs, may not exceed the actual cost attributable to the activities for which the tax revenues may be used under this agreement.

8. Nothing in this agreement shall be deemed to limit the power of City to repeal, alter or amend the ordinance imposing the hotel occupancy tax, such legislative power being hereby expressly retained.

9. City expressly reserves the right to terminate this Agreement at any time upon thirty (30) days' written notice to HPAT. Unless earlier terminated, this Agreement shall remain in effect until September 30, 2027.

10. This Agreement constitutes the exclusive agreement of the parties with respect to the subject matter hereof and may be amended only in writing executed by both parties hereto.

11. Exclusive venue of any claim or cause of action arising out of this Agreement shall lie in the State Courts of Cameron County, Texas.

12. City shall have the right to use the facility at no cost for various municipal purposes, as long as such use does not interfere with any HPAT previously scheduled events.

13. This agreement shall be construed in accordance with the laws of the State of Texas.

Agreed this the 7th day of October, 2026.

CITY OF HARLINGEN, TEXAS

Norma Sepulveda
Mayor

Attest:

Mayra Herrera
City Secretary

HARLINGEN PERFORMING ARTS THEATRE BOARD OF DIRECTORS

Board Member

Attest:

Board Secretary

76

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **October 7th, 2026**

Agenda Item:

Consider and take action to approve an Agreement with Loaves and Fishes to provide meals for the homeless and needy through their kitchen and food pantry.

Prepared By (Print Name): Gabriel Gonzalez
Title: City Manager
Signature: Gabriel Gonzalez

Brief Summary:

The City awarded Loaves and Fishes $75,000 to provide meals to the homeless and needy. This will be done through their main kitchen located at their shelter. This amount has been budgeted and approved by the City Commission. The funds will be used to provide meals.

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: GG ☐ Yes ☐ No ☐ N/A

Comments:

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

STATE OF TEXAS }
}
COUNTY OF CAMERON }

PUBLIC SERVICES CONTRACT

This Agreement made and entered into on this the **7th** day of **October**, **2026**, by and between the City of Harlingen, a political subdivision of the State of Texas, hereinafter referred to as **"CITY"**, and the **Loaves & Fishes of the Rio Grande Valley, Inc.**, hereinafter referred to as **"L&F".**

WITNESSETH

WHEREAS, **L&F** desires to carry out eligible activities as described in the attached **Exhibit A** "Statement of Work", of this Agreement.

WHEREAS, the **CITY** proposes to contract with **L&F** in order that the eligible activities described in **Exhibit A** can be carried out for the benefit of residents in the CITY's jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the **CITY** and the **L&F** do mutually agree as follows:

SECTION I
Rules and Regulations

L&F agrees to cooperate with the **CITY** in respect to the implementation of Homeless Prevention activities to be carried out by **L&F.**

SECTION II
Statement of Work

L&F agrees to perform services as outlined in **Exhibit A** "Statement of Work" for and in consideration of payment in the amount of **Seventy Five Thousand Dollars ($75,000.00)**, and as delineated in **Exhibit B-1** "Grant Budget" and **B-2** "Payment Schedule".

L&F agrees to notify **CITY**, in writing, of any changes in its Statement of Work, Project Budget and Payment Schedule. L&F shall obtain approval, in writing, from CITY prior to commencing work on any changes made to the Statement of Work, Project Budget and Payment Schedule.

CITY shall not be liable for costs incurred or performances rendered by **L&F** before commencement of this Agreement or after termination of this Agreement.

L&F agrees to follow the schedule outlined in **Exhibit C** "Project Time Table" of this Agreement, and shall notify **CITY**, in writing, of any changes, delays or departures from the schedule. If **L&F** demonstrates that delays or departure from the schedule is due to circumstances beyond its control, **CITY** and **L&F** may amend such Project Time Table.

SECTION III
Records and Reports

L&F agrees to establish and maintain records and reports as outlined in **Exhibit D** "Records and Reports" and agrees to make those records and reports available to the **CITY**.

SECTION IV
Monitoring Visits

If applicable, **L&F** agrees to comply with applicable requirements and standards as set forth in Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, applicable to Nonprofit Organizations.

L&F agrees to furnish the **CITY** a Financial Management letter covering the period of this agreement that includes detailed receipts and disbursement of payment to **L&F** Hereunder, However, if **L&F** obtains an audit as per Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, applicable to Nonprofit Organizations, also known as a "Single Audit," **L&F** shall submit said audit to **CITY**. Further, **L&F** agrees to cooperate with **CITY** relating to any inquiries regarding the audit. Audit shall be available to **City** staff.

SECTION V
Payment Requests

L&F agrees to follow administrative directions from the **CITY** regarding documenting and processing payment requests as defined in **Exhibit E** "Requests for Payments" of this Agreement.

L&F shall submit final reimbursement request to **CITY** within fifteen (15) days of the Agreement end date.

L&F agrees to comply with the RECORDS & REPORTS as outlined in **Exhibit D.**

L&F and **CITY** agree that all unused funds will be returned to **CITY** at the end or termination of this agreement for either reallocation or to be reprogrammed by **CITY.**

SECTION VI
Religious Activities

L&F and **CITY** both agree that none of the funds expended or activities undertaken under this Agreement shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities.

SECTION VII
Uniform Administrative Requirements

If applicable, **L&F** agrees to comply with applicable requirements and standards as set forth in Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, applicable to Nonprofit Organizations

SECTION VIII
Audit Requirements

L&F agrees to furnish the **CITY** a Financial Management letter covering the period of this agreement that includes detailed receipts and disbursement of payment to L&F Hereunder, However, if **L&F** obtains an audit as per Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, applicable to Nonprofit Organizations, also known as a "Single Audit," **L&F** shall submit said audit to **CITY**. Further, **L&F** agrees to cooperate with **CITY** relating to any inquiries regarding the audit. The audit shall be available to **City** staff.

SECTION IX
Suspension and Termination

L&F understands that this Agreement may be suspended or terminated if **L&F** materially fails to comply with the provisions of this Agreement or the provisions so listed in **Exhibits A through E.**

If **L&F** fails to fulfill in a timely and proper manner its obligations under this Agreement, or **L&F** violates any of the Agreements or stipulations of this Agreement, then the **CITY** shall provide **L&F** written notification of such non-performance. Such non-performance may be the basis for immediate termination of this Agreement. Should any breach of contract (Agreement) relate to a violation of federal law or regulation that results from **L&F** or its successor, the **CITY** will terminate the Agreement and seek reimbursement of all funds from **L&F**. **L&F** shall not be relieved of the liability to the **CITY** for damages sustained by the **CITY** by virtue of any breach of this contract (Agreement) by **L&F,** and **CITY** may withhold any payments to **L&F** for violations of

federal regulations. Should the **CITY** become aware of any activity by **L&F,** which would jeopardize public accountability of funds, then the **CITY** may take appropriate action including injunctive relief against **L&F** to prevent the transaction as aforesaid. The failure of the **CITY** to exercise any right shall in no way constitute a waiver by the **CITY** to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except in writing upon the joint action of both the **CITY** and **Loaves & Fishes of the Rio Grande Valley.**

SECTION X
Assets

L&F shall not purchase any asset with funding provided under this agreement unless so permitted by the **CITY,** and such procurement shall be done in the form and manner so prescribed by the **CITY**.

SECTION XI
Indemnity Clause

L&F agrees to hold **CITY** harmless from, and indemnify **CITY** from and defend **CITY** against any and all claims brought against **CITY** by employees or officers of **L&F** or brought by any third person arising in any manner directly or indirectly from **L&F** programs, activities or events conducted pursuant to this Agreement.

L&F shall acquire, maintain, and furnish to **CITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under the contract agreement with limits of not less than $300,000.00 per occurrence, $300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. Policies must be endorsed to Waive Subrogation Rights, name the City as an "Additional Insured," and extend the cancellation provisions to thirty (30) days in writing. This requirement shall be to meet **L&F'S** duty of indemnification under this paragraph.

SECTION XII
Procurement

L&F agrees to follow the rules of the **CITY** on the procurement of services, supplies or non-real property in relation to **CITY**-funded projects. The legal standards that will apply include the Procurement Standards of the City of Harlingen. In such case as **L&F** has developed procurement standards governing its operation, such standards shall be reviewed by **CITY** to ensure compliance with the standards implemented by **CITY.**

SECTION XIII
Conflict of Interest

L&F covenants that neither members of its organization or staff members who exercise influence on the decision-making process presently have or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed in **Exhibit A.**

L&F agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **L&F**'s organization or the **CITY**'s organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Exhibit A during their tenure.

L&F is responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

No **CITY** employee, elected official, consultant and/or agent shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described on **Exhibit** A.

SECTION XIV
Legal Action and Venue

L&F agrees to notify the **CITY** when a problem arises that may lead to legal action or claim against the **L&F**. The **L&F** agrees to furnish to the **CITY** any information with respect to such action or claim. The **L&F** agrees not to take any action with respect to any legal action or claim sought against the **L&F** without the advice and consent of the **CITY**.

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in Cameron County, Texas.

SECTION XV
Miscellaneous Provisions

Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

No Waiver. No waiver by **CITY** of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

Entire Agreement. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by **CITY** and **L&F**, and not otherwise.

Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Cameron County, Texas. The parties hereby consent to personal jurisdiction in Cameron County, Texas.

Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by electronic mail, or (iii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or (iv) sent by facsimile or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to **CITY**:

City of Harlingen
Finance Department
118 E. Tyler
Harlingen, Texas 78550
Email rrodriguez@myharlingen.us
Phone # (956) 216-5050
Fax # (956) 216-5058

If to **L&F**:

Loaves & Fishes of the Rio Grande Valley, Inc.
514 South E Street
Harlingen, Texas 78550
victor@lfrgv.onmicrosoft.com
Phone # (956) 423-1014
Fax # (956) 423-3051

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

Additional Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

Assignment. This Agreement shall not be assignable by **L&F**. **CITY** may assign this Agreement without the consent of **L&F**.

Headings. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine, or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

Authority to Execute. The execution and performance of this Agreement by **CITY** and **L&F** have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of **CITY** and **L&F** in accordance with its terms.

SECTION XVI
Effective Date

The effective date of this Agreement shall be the **1st day of October, 2026**, which follows the approved budget by the City Commission, and shall terminate on the **30th day of September, 2027**.

Approved and signed this **7th** day of **October**, **2026**.

Victor Rivera, Executive Director

L&F Firm Name: Loaves & Fishes of the Rio Grande Valley, Inc.
Address: 514 South E Street
City/State/Zip: Harlingen, Texas 78550
Fed. I.D. # or Soc. Sec. #: 74-2589451
DUNS # 80-1182981

STATE OF TEXAS §
§
COUNTY OF CAMERON §

Victor Rivera, Executive Director, personally appeared before me and declared that he/she signed this agreement in the capacity designated, if any, and further states that, he/she has read the above agreement, and the statements therein contained are true.

Subscribed and sworn to before me this _____ day of **October**, **2026**.

Notary - Signature

CITY OF HARLINGEN

Witness:

Norma Sepulveda, Mayor

EXHIBIT A
STATEMENT OF WORK

1) Mission and Goals:

The goal of Loaves & Fishes of the Rio Grande Valley is to improve the community we live in by restoring broken lives. We do this by providing a wide range of unduplicated support and services to individuals who desire to become self-supporting members of the community. Loaves & Fishes feeds the hungry, provides shelter to those who have lost their home, train those who seek to improve their opportunities for employment. They place into jobs those individuals who desire to rejoin the community as productive members. They give aid and comfort to those experiencing a life-altering event that takes away their ability to afford the necessities that make a house a home. Homeless prevention services provided by Loaves & Fishes give assistance to Harlingen residents by providing rental and utility assistance, medical prescription assistance, and other assistance on a case-by-case basis.

2) Homeless Prevention Services:

A. Food Services provided by Loaves and Fishes Food Pantry

Funds will be used to provide nutritious meals in the Dining Hall and bed nights in the shelter. These programs will be provided to residents of Harlingen and those who have become homeless within the City of Harlingen.

B-1
BUDGET

Line Item	Amount
1. Food Pantry	$ 75,000.00
Total General Fund Allocation	**$ 75,000.00**

EXHIBIT B-2
PAYMENT SCHEDULE

Monthly payments of $6,250 to commence in October 2026 and end in September 2027.

EXHIBIT C
PROJECT TIME TABLE

It is anticipated that the following families will be served each month in the specified categories:

Meals provided_____

EXHIBIT D
RECORDS & REPORTS

1. When requesting payment, attach an invoice with the following documents:
   - Copies of program applications, timesheets, verbal quotations, invoices, and other supporting documentation (such as sales receipts and 941 IRS quarterly reports)
   - Copies of cancelled checks or bank statements

2. A **Monthly Activity Report** must be submitted to the Finance Department accompanying each request for payment. Each activity report must have the following items:
   - **What funds were used for, the type of services provided**
   - **Number of Persons Assisted**
   - **Specific Income Levels of persons or households, with the categories of extremely low, low, moderate, and non-low income.**

3. All records pertaining to each fiscal year of funds must be retained for a period of 4-years

4. L&F must maintain proper financial records.

EXHIBIT E
REQUESTS FOR PAYMENT

1) L&F shall submit monthly reimbursement requests for payment. L&F shall submit copies of cancelled checks and other supporting documentation along with each monthly reimbursement request. As per Section IV of this Agreement, CITY may conduct on-site monitoring visits to assure compliance with applicable state, local and federal requirements and that performance goals are being achieved.

2) L&F shall submit monthly reimbursement requests and reports along with supporting documentation no later than the **third (3rd) Wednesday of every month**. Reimbursement checks will generally be mailed out within seven working days. Monthly Requests received after the due date will not be processed until the following week, and reimbursement checks will not be available until two weeks after the day of receipt.

AGENDA ITEM
EXECUTIVE SUMMARY

7c

Meeting Date: **October 7, 2026**

Agenda Item:

Consider and take action to approve an Agreement with Marine Military Academy for the use of Hotel Motel funds for the promotion of tourism by maintaining the Iwo Jima Monument.

Prepared By (Print Name): Gabriel Gonzalez
Title: City Manager
Signature: Gabriel Gonzalez

Brief Summary:

The City Commission has awarded $30,000 in Hotel Motel Funds to the Marine Military Academy to promote tourism by maintaining the Iwo Jima Monument. The Agreement merely memorializes this amount and places restrictions on the use of funds.

Funding (if applicable):

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

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

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

Staff Recommendation:

Approval

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

Comments:

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

AGREEMENT FOR MANAGEMENT OF HOTEL OCCUPANCY TAX FUNDS

STATE OF TEXAS

COUNTY OF CAMERON

This agreement is made this 7th day of October, 2026, but effective October 1, 2026, by and between the City of Harlingen, Texas, a home rule city organized and existing under the laws of the State of Texas, hereinafter called "City", and Marine Military Academy, hereinafter called "Academy", and is as follows:

WHEREAS, pursuant to Texas Tax Code, Chapter 351, City has imposed a tax within the corporate limits and extraterritorial jurisdiction of the City of Harlingen, Texas, upon the possession of a room located in a hotel which is ordinarily used for sleeping and for which consideration is received; such tax is imposed at the rate of seven percent (7%) of the price paid for such room; and

WHEREAS, pursuant to Section 351.101(c) of such Chapter, the governing body of the City may contract with a private organization for the management and supervision of programs and activities funded with revenue from such tax; and

WHEREAS, in consideration of their mutual desire to promote tourism through the encouragement, promotion, improvement, and application of the arts, City and Academy desire to contract for the management and supervision by Academy of programs and activities funded with revenue from such tax:

NOW, THEREFORE, BE IT MUTUALLY AGREED AS FOLLOWS:

1. City shall, in conformity with Texas Tax Code, Chapter 351 and Chapter 37-11, Code of Ordinances, City of Harlingen, Texas, collect the hotel occupancy tax therein authorized and imposed. City shall pay to Academy a portion of the tax in the amount of Thirty thousand dollars ($30,000). The City shall pay Academy by October 31, 2026.

2. Academy shall expend the tax revenues disbursed under this agreement for the exclusive purpose of encouragement, promotion, improvement, and application of the arts, as provided by Texas Tax Code, Section 351.101(a)(4). All such revenues shall be expended in a manner to promote tourism and the convention and hotel industry.

3. Academy shall submit a report on expenditure of such tax revenues thirty days after the end of each calendar year.

4. Academy shall provide a number of hotel stays they anticipate to generate as a result of receiving the HOT funds, a list of magazine, newspaper or other print, video or audio promotions paid for with the Hotel/Motel Occupancy Tax by the tenth day of each calendar year.

5. Academy shall maintain the tax revenues provided by City in a separate account established for that purpose and may not commingle that revenue with any other money or maintain it in any other account.

6. Academy may expend such tax revenues for the cost of day-to-day operations, supplies, salaries, office rental, travel expenses, or any related expenses only if these administrative costs are incurred directly in the promotion and servicing of expenditures authorized under this agreement. If Academy conducts programs which, in part, include activities for which the tax revenues may not be used, the portion of costs of such program for which the tax revenues are used, including associated administrative costs, may not exceed the actual cost attributable to the activities for which the tax revenues may be used under this agreement.

7. Nothing in this agreement shall be deemed to limit the power of City to repeal, alter or amend the ordinance imposing the hotel occupancy tax, such legislative power being hereby expressly retained.

8. City expressly reserves the right to terminate this agreement at any time upon thirty (30) days' written notice to Academy. Unless earlier terminated, this Agreement shall remain in effect until September 30, 2027.

9. This Agreement constitutes the exclusive agreement of the parties with respect to the subject matter hereof and may be amended only in writing executed by both parties hereto.

10. Exclusive venue of any claim or cause of action arising out of this Agreement shall lie in the State Courts of Cameron County, Texas.

11. This agreement shall be construed in accordance with the laws of the State of Texas.

Agreed this the 7th day of October, 2026.

CITY OF HARLINGEN, TEXAS

Norma Sepulveda
Mayor

Attest:

Mayra Herrera
City Secretary

Marine Military Academy

Colonel Christopher Dowling,
Superintendent
Marine Military Academy

Attest:

Dr. John Butler, Business Director
Marine Military Academy

7d

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **October 7, 2026**

Agenda Item:

Consider and take action to approve an Agreement with Loaves and Fishes to provide a safe, temporary emergency shelter and essential support services for individuals and families experiencing homelessness under the Open Arms Emergency Shelter.

Prepared By (Print Name): Gabriel Gonzalez
Title: City Manager
Signature: Gabriel Gonzalez

Brief Summary:

The City awarded Loaves and Fishes $50,000 to provide essential services such as provisions of sleeping accommodations, a shower facility, clothing, and hygiene kits. Funding will also support intake procedures and on-site case management, which require mental health services referrals (if needed), employment assistance, health education services, life skills training, and housing transition assistance.

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: GG ☐ Yes ☐ No ☐ N/A

Comments:

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

STATE OF TEXAS }
}
COUNTY OF CAMERON }

PUBLIC SERVICE CONTRACT

This Agreement made and entered into on this the **7th** day of **October, 2026**, by and between the **City of Harlingen**, a political subdivision of the State of Texas, hereinafter referred to as **"CITY"**, and the **Loaves & Fishes of the Rio Grande Valley, Inc.** Hereinafter referred to as **" Loaves & Fishes "** is for the provision of assistance for Shelter Operations in Harlingen from City of Harlingen Funds in the amount of **Fifty Thousand Dollars ($50,000)**.

WITNESSETH

WHEREAS, **Loaves & Fishes** desires to carry out eligible activities as described in the attached **Exhibit A** "Statement of Work", of this Agreement.

WHEREAS, the **CITY** proposes to contract with **Loaves & Fishes** in order that the eligible activities described in **Exhibit A** can be carried out for the benefit of residents in the CITY's jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the **CITY** and the **Loaves & Fishes** do mutually agree as follows:

SECTION I
Statement of Work

Loaves & Fishes agrees to perform services as outlined in **Exhibit A** "Statement of Work" for and in consideration of payment in the amount of **Fifty Thousand Dollars (50,000.00)**.

CITY shall not be liable for costs incurred or performances rendered by **Loaves & Fishes** before commencement of this Agreement or after termination of this Agreement.

SECTION II
Payment Requests

Loaves & Fishes agrees to follow administrative directions from the **CITY** regarding documenting and processing payment requests as defined in **Exhibit E** "Requests for Payments" of this Agreement. Reimbursement under this agreement will be based on billings supported by appropriate documentation of costs actually incurred.

SECTION III
Religious Activities

Loaves & Fishes and **CITY** both agree that none of the funds expended or activities undertaken under this agreement shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities.

SECTION IV
Audit Requirements

If applicable, **Loaves & Fishes** agrees to comply with the applicable requirements and standards as set forth in Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Applicable to Non-Profit Organizations.

Loaves & Fishes agrees to furnish **CITY** a Financial Management letter covering the period of this Agreement that includes detailed receipts and disbursement of payments to **Loaves & Fishes** hereunder. However, if **Loaves & Fishes** obtains and audit as per Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, applicable to Non-Profit Organizations, also known as "Single Audit", **Loaves & Fishes** shall submit said audit to **CITY**. Further, **Loaves & Fishes** agrees to cooperate with **CITY** relating to any inquiries regarding the audit. Audit shall be available to **CITY** staff.

SECTION V
Suspension and Termination

Loaves & Fishes understands that this Agreement may be suspended or terminated, if **Loaves & Fishes** materially fails to comply with the provisions of this Agreement or the provisions so listed in **Exhibits A**.

If **Loaves & Fishes** fails to fulfill in a timely and proper manner its obligations under this Agreement, or **Loaves & Fishes** violates any of the Agreements or stipulations of this Agreement, then the **CITY** shall provide **Loaves & Fishes** written notification of such non-performance. Such non-performance may be the basis for immediate termination of this Agreement. Should any breach of contract (Agreement) relate to a violation of federal law or regulation that results from **Loaves & Fishes** or its successor, the **CITY** will terminate Agreement and seek reimbursement of all funds from **Loaves & Fishes**. **Loaves & Fishes** shall not be relieved of the liability to the **CITY** for damages sustained by the **CITY** by virtue of any breach of this contract (Agreement) by **Loaves & Fishes** and **CITY** may withhold any payments to **Loaves & Fishes** for violations of federal regulations. Should the **CITY** become aware of any activity by **Loaves & Fishes,** which would jeopardize the public accountability of funds, then the **CITY** may take appropriate action including injunctive relief against **Loaves & Fishes** to prevent the transaction as aforesaid. The failure of the **CITY** to exercise any right shall in no way constitute a waiver by the **CITY** to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

SECTION VI
Assets

Loaves & Fishes shall not purchase any asset with funding provided under this agreement unless so permitted by the **CITY** and such procurement shall be done in the form and manner so prescribed by the **CITY**. Any assets purchased must first be approved by the **CITY's Finance Director** and may only be used for the implementation of this program.

SECTION VII
Indemnity Clause

Loaves & Fishes agrees to hold **CITY** harmless from, and indemnify the **CITY** from and defend **CITY** against any and all claims brought against **CITY** by employees or officers of **Loaves & Fishes** or brought by any third person arising in any manner directly or indirectly from **Loaves & Fishes** programs, activities or events conducted pursuant to this Agreement.

SECTION VIII
Procurement

Loaves & Fishes agrees to follow the rules of the **CITY** on the procurement of services, supplies or non-real property in relation to **CITY** funded projects. The legal standards that will apply include the Procurement Standards of the **City of Harlingen**. In such case as **Loaves & Fishes** has developed procurement standards governing its operation, such standards shall be reviewed by **CITY** to ensure compliance with the standards implemented by **CITY**.

SECTION IX
Conflict of Interest

Loaves & Fishes covenants that neither members of its organization or staff members who exercise influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed in **Exhibit A**.

Loaves & Fishes agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **Loaves & Fishes'** organization or the **CITY's** organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in **Exhibit A** during their tenure.

Loaves & Fishes is responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

No **CITY** employee, elected official, consultant and/or agent shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described on **Exhibit A**.

SECTION X
Legal Action and Venue

Loaves & Fishes agrees to notify the **CITY** when a problem arises that may lead to legal action or claim against **Loaves & Fishes**. **Loaves & Fishes** agrees to furnish to the **CITY** any information with respect to such action or claim. The **Loaves & Fishes** agrees not to take any action with respect to any legal action or claim sought against the **Loaves & Fishes** without the advice and consent of the **CITY**.

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in Cameron County.

SECTION XI
Miscellaneous Provisions

Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

No Waiver. No waiver by **Loaves & Fishes** of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof. The failure of the **Loaves & Fishes** to exercise or enforce any right or provision will not constitute a waiver of such right or provision.

Entire Agreement. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by **CITY** and **Loaves & Fishes**, and not otherwise.

Federal Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Cameron County, Texas. The parties hereby consent to personal jurisdiction in Cameron County, Texas.

Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by electronic mail, or (iii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or (iv) sent by facsimile or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to **CITY**:

City of Harlingen
Finance Department
118 E. Tyler
Harlingen, Texas 78550
Email: rrodriguez@myharlingen.us
Phone#(956) 216-5050
Phone # (956) 216-5180
Fax # (956) 216-5058

If to **Loaves & Fishes**:

Loaves & Fishes of the Rio Grande Valley, Inc.
Attn: Victor Rivera
514 S. E St.
Harlingen TX 78550
Email: victorr@lfrgv.org
CC: Melissa Gutierrez melissag@lfrgv.org
Phone # 956-423-1014 (w) ext. 106

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

Assignment. This Agreement shall not be assignable by **Loaves & Fishes**. **CITY** may assign this Agreement without the consent of **Loaves & Fishes**.

Authority to Execute. The execution and performance of this Agreement by **CITY** and **Loaves & Fishes** have been duly authorized by all necessary laws, resolutions, or corporate action, and this Agreement constitutes the valid and enforceable obligations of **CITY** and **Loaves & Fishes** in accordance with its terms.

SECTION XVIII
Effective Date

The effective date of this agreement shall be the **1st** day of **October, 2026**, and shall terminate on the **30th day of September 2027**.

Approved and signed this **7th** day of **October**, **2026**.

Victor Rivera, **Executive Director**

L&F Firm Name:. Loaves & Fishes of the Rio Grande Valley
Address: 514 S. E St.
City/State/Zip: Harlingen TX 78550
Fed. I.D. # or Soc. Sec. #74-2589451
Unique Entity Identifier # DBFNMAZZHS58
DUNS # 80-1182981

STATE OF TEXAS §
§
COUNTY OF CAMERON §

Victor Rivera, Executive Director, personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this _____ day of **October**, **2026**.

Notary – Signature

CITY OF HARLINGEN

Signed this _____ day of **October**, **2026**.

Gabriel Gonzalez, City Manager

Witness

EXHIBIT A
STATEMENT OF WORK

1) Mission and Goals:

The Loaves & Fishes of the Rio Grande Valley, Inc.'s mission is to implement the eligible activities outlined below that have been funded by the **City of Harlingen**. The Open Arms Homeless Shelter will provide a safe, temporary emergency shelter and essential support services for individuals and families experiencing homelessness.

The program will assist with **Essential Services**: Provision of sleeping accommodations, shower facilities, clothing, and hygiene kits.

Support Programs: Intake procedures, on-site case management, which requires mental health services referrals (if needed), employment assistance, health education services, life skills training, and housing transition assistance.

Shelter Management: Shelter attendants will maintain daily operations for individuals and families to ensure compliance with health and safety standards.

Homeless Management Information System (HMIS) administrative staff will track homelessness and outcomes.

It is a tool used to coordinate care, manage operations, and provide an unduplicated count of people experiencing homelessness.

7e

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **October 7th, 2026**

Agenda Item:

Consider and take action to approve an Agreement with Rio Grande Valley Birding Festival for the use of Hotel Motel funds for the promotion of tourism through the annual birding festival.

Prepared By (Print Name): Gabriel Gonzalez
Title: City Manager
Signature: Gabriel Gonzalez

Brief Summary:

The City Commission has awarded $100,000 in Hotel Motel Funds to the Rio Grande Valley Birding Festival. This Agreement merely memorializes the dollar amount and places restrictions on the use of funds.

Funding (if applicable):

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

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

Staff Recommendation:

Approval

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

Comments:

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

AGREEMENT FOR MANAGEMENT OF HOTEL OCCUPANCY TAX FUNDS

STATE OF TEXAS

COUNTY OF CAMERON

This agreement is made this 7th day of October, 2026, but effective October 1, 2026, by and between the City of Harlingen, Texas, a home rule city organized and existing under the laws of the State of Texas, hereinafter called, "City", and Rio Grande Valley Birding Festival Board of Directors, hereinafter called "Festival", and is as follows:

WHEREAS, pursuant to Texas Tax Code, Chapter 351, City has imposed a tax within the corporate limits and extraterritorial jurisdiction of the City of Harlingen, Texas, upon the possession of a room located in a hotel which is ordinarily used for sleeping and for which consideration is received; such tax is imposed at the rate of seven percent (7%) of the price paid for such room; and

WHEREAS, pursuant to Section 351.101(c) of such Chapter, the governing body of the City may contract with a private organization for the management and supervision of programs and activities funded with revenue from such tax; and

WHEREAS, in consideration of their mutual desire to promote tourism through the encouragement, promotion, improvement, and application of the arts, City and Festival desire to contract for the management and supervision by Festival of programs and activities funded with revenue from such tax:

NOW, THEREFORE, BE IT MUTUALLY AGREED AS FOLLOWS:

1. City shall, in conformity with Texas Tax Code, Chapter 351 and Chapter 37-11, Code of Ordinances, City of Harlingen, Texas, collect the hotel occupancy tax therein authorized and imposed. City shall pay to Festival a portion of the tax in the amount of One hundred thousand dollars ($100,000). The City shall pay Festival by October 31, 2026.

2. Festival shall expend the tax revenues disbursed under this agreement for the exclusive purpose of encouragement, promotion, improvement and application of the arts, as provided by Texas Tax Code, Section 351.101(a)(4). All such revenues shall be expended in a manner to promote tourism and the convention and hotel industry.

3. *Festival shall submit an annual budget when requesting funding from the City. Festival will provide the City with a consolidated financial report prepared by a CPA for all expenditures under this Contract for each year ending September 30.* Festival shall submit a report on expenditure of such tax revenues thirty days after the end of each calendar quarter.

4. Festival shall provide a number of hotel stays they anticipate to generate as a result of receiving the HOT funds, a list of magazine, newspaper or other print, video or audio promotions paid for with the Hotel/Motel Occupancy Tax by the tenth day of each calendar quarter.

5. Festival agrees to allocate a minimum of $10,000 of funds strictly for promotions.

6. Festival shall maintain the tax revenues provided by City in a separate account established for that purpose and may not commingle that revenue with any other money or maintain it in any other account.

7. Festival may expend such tax revenues for the cost of day-to-day operations, supplies, salaries, office rental, travel expenses, or any related expenses only if these administrative costs are incurred directly in the promotion and servicing of expenditures authorized under this agreement. If Festival conducts programs which, in part, include activities for which the tax revenues may not be used, the portion of costs of such program for which the tax revenues are used, including associated administrative costs, may not exceed the actual cost attributable to the activities for which the tax revenues may be used under this agreement.

8. Nothing in this agreement shall be deemed to limit the power of City to repeal, alter or amend the ordinance imposing the hotel occupancy tax, such legislative power being hereby expressly retained.

9. City expressly reserves the right to terminate this agreement at any time upon thirty (30) days' written notice to Festival. Unless earlier terminated, this agreement shall remain in effect until September 30, 2027.

10. This Agreement constitutes the exclusive agreement of the parties with respect to the subject matter hereof and may be amended only in writing executed by both parties hereto.

11. Exclusive venue of any claim or cause of action arising out of this Agreement shall lie in the State Courts of Cameron County, Texas.

12. This agreement shall be construed in accordance with the laws of the State of Texas.

Agreed this the 7th day of October, 2026.

CITY OF HARLINGEN, TEXAS

Norma Sepulveda
Mayor

Attest:

Mayra Herrera
City Secretary

RIO GRANDE VALLEY BIRDING FESTIVAL BOARD OF DIRECTORS

David Schibi
Board President

Attest:

Sue Griffin
Festival Chair

7f

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **October 7, 2026**

Agenda Item:

Consideration and possible action authorizing the City Manager to accept a grant award in the amount of $434,359.31 from FEMA's Fiscal Year 2025 Assistance to Firefighter's Grant Program. Attachment ***(Special Projects Department)***

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

Brief Summary:

The purpose of FEMA's Assistance to Firefighters Grant Program (AFG) is to provide essential resources to equip and train emergency personnel to meet recognized standards. The program supports initiatives to prepare first responders for improved operational efficiency, promotes interoperability, and strengthen community resilience.

FEMA has awarded the City of Harlingen $434,359.31 in grant funding to purchase first responder equipment and supplies for the Harlingen Fire Department. The award comes with a 10% match in the amount of $43,435.93 for a total project cost of $477,795.24. Funding will be used to purchase the following: a mobile air compressor trailer, Rapid Intervention Team (RIT) Packs, NFPA 1801 compliant Thermal Imaging Cameras (TICs), BLS level automated external defibrillators, and a Skid Unit.

As part of the regional request, an MOU was executed with the City of Brownsville's Fire Department. The MOU specified the individual and mutual responsibilities of the host and participating partners, the host's and participants' level of involvement in the project(s).

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: CG

Comments:

City Attorney's approval:

RESOLUTION NO. 2026 - ___

A RESOLUTION OF THE HARLINGEN CITY COMMISSION AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD IN THE AMOUT OF $434,359.31 FROM FEMA'S FISCAL YEAR 2025 ASSISTANCE TO FIREFIGHTERS GRANT (AFG) PROGRAM

WHEREAS, the purpose of FEMA's AFG program is to deliver resources to equip and train emergency personnel to meet recognized standards. It provides funding to outfit responders with compliant personal protective equipment to enhance their safety during incident response, retrofit or modify facilities to address known health hazards, and acquire emergency response vehicles. Additionally, the program prepares first responders for incidents, improve operational efficiency, promote interoperability, and strengthen community resilience; and

WHEREAS, FEMA has awarded the City of Harlingen grant funding to purchase first responder equipment and supplies for the Harlingen Fire Department. Funding will be used to purchase the following: a mobile air compressor trailer, Rapid Intervention Team (RIT) Packs, NFPA 1801 compliant Thermal Imaging Cameras (TICs), BLS level automated external defibrillators, and a Skid Unit; and

WHEREAS, the City of Harlingen finds it in the best interest of the citizens of Harlingen, Texas, to accept the grant award to improve the Harlingen Fire Department's response and operational efficiency; and

WHEREAS, the Harlingen City Commission agrees to provide any applicable matching funds for the said project as required by FEMA's cost share requirements. Under the FY25 AFG program FEMA requires jurisdictions serving populations between 20,000 up to 1 million residents with a cost share of 10%. For the awarded project the cost share amount is $43,435.93 for a total project cost of $477,795.24; and,

WHEREAS, the City Commission authorizes the City Manager to accept the grant award on behalf of the City of Harlingen's Fire Department in the amount of $434,359.31 for the purchase of first responder equipment/supplies.

NOW, THEREFORE, BE IT RESOLVED that the Harlingen City Commission approves the acceptance of the grant award from FEMA's FY25 AFG program.

CONSIDERED AND ADOPTED this **7th day of October 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.

_____

Norma Sepulveda, Mayor

_____

Mayra Herrera, City Secretary

79

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **October 07, 2026**

Agenda Item:

Consideration and possible action authorizing the City Manager to accept a grant award from the American Society for the Prevention of Cruelty to Animals - New World Screwworm Direct Support grant. Attachment ***(Special Projects Department)***

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

Brief Summary:

The New World Screwworm (NWS) Direct Support Grant opportunity provides funding to support NWS prevention and treatment efforts for dogs, cats, and equines in states with infestations. The City of Harlingen has been awarded $10,000.00 to purchase NWS prevention and treatment medications for dogs and cats.

There is no match for the grant. The grant cycle is expected to begin after October 31st, 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. GG

City Manager approval:

Comments:

City Attorney's approval:

RESOLUTION NO. 2026 - ___

A RESOLUTION OF THE HARLINGEN CITY COMMISSION AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM THE AMERICAN SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS – NEW WORLD SCREWWORM DIRECT SUPPORT GRANT

WHEREAS, the New World Screwworm (NWS) Direct Support Grant opportunity provides funding to support NWS prevention and treatment efforts for dogs, cats, and equines in states with infections; and

WHEREAS, the City of Harlingen finds it in the best interest of the citizens of Harlingen, Texas, to accept a grant award of $10,000 to purchase NWS prevention and treatment medications for dogs and cats; and

WHEREAS, the Harlingen City Commission agrees to adhere to the American Society for the Prevention of Cruelty to Animals (ASPCA) requirements; and

NOW, THEREFORE, BE IT RESOLVED that the City Manager, or designee, is hereby authorized to execute the grant agreement to accept $10,000 from the ASPCA New World Screwworm Direct Support Grant.

CONSIDERED AND ADOPTED this **7th day of October 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.

_____

Norma Sepulveda, Mayor

_____

Mayra Herrera, City Secretary

7h

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **October 7, 2026**

Agenda Item:

Consideration and possible action to approve a resolution authorizing the acceptance of a grant from the Texas Department of Transportation (TxDOT) Selective Traffic Enforcement Program (STEP) – FY27 Comprehensive. Attachment ***(Special Projects Department)***

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

Brief Summary:

The Harlingen Police Department has been awarded $54,990.00 to fund personnel overtime costs for providing additional personnel to enhance and improve community and highway safety.

Breakdown of Funding:

TxDOT Award (80%): $54,990.00
Matching Funds (20%): $13,750.00
Total Award: $68,740.00

The grant cycle is from October 1, 2026, to September 30, 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 approval.

City Manager approval: CG

Comments:

City Attorney's approval:

RESOLUTION NO. 2026 - __

A RESOLUTION OF THE HARLINGEN CITY COMMISSION AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM THE TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) FY27 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) COMPREHENSIVE

WHEREAS, the goal of the STEP COMP grant is to increase effective enforcement and adjudication of traffic safety-related laws to reduce crashes, injuries, and fatalities in the city of Harlingen;

WHEREAS, the Harlingen City Commission finds it in the best interest of the residents of Harlingen, Texas, to accept a grant award of $54,990 to fund personnel overtime costs for providing additional personnel to enhance and improve community and highway safety;

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 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 accepts the grant award of $59,990 from the Texas Department of Transportation (TxDOT)

CONSIDERED AND ADOPTED this **7th of October 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.

_____
Norma Sepulveda, Mayor

_____
Mayra Herrera, City Secretary

Grant Number: 2027-Harlingen-S-1YG-00049

7i

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **October 7, 2026**

Agenda Item:

Consideration and possible action to approve a resolution authorizing the acceptance of a grant from the Texas Department of Transportation (TxDOT) Selective Traffic Enforcement Program (STEP) – FY27 Commercial Motor Vehicle (CMV). Attachment ***(Special Projects Department)***

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

Brief Summary:

The Harlingen Police Department has been awarded $14,985.00 to fund personnel overtime costs for providing additional personnel to reduce commercial motor vehicle crashes, injuries, and fatalities.

Breakdown of Funding:

TxDOT Award (80%): $14,985.00
Matching Funds (20%): $3,747.00
Total Award: $18,732.00

The grant cycle is from October 1, 2026, to September 30, 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 approval.

City Manager approval: LG

Comments:

City Attorney's approval:

RESOLUTION NO. 2026 - __

A RESOLUTION OF THE HARLINGEN CITY COMMISSION AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM THE TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) FY27 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) COMMERCIAL MOTOR VEHICLE (CMV)

WHEREAS, the goal of the STEP CMV grant is to reduce commercial motor vehicle crashes, injuries, and fatalities involving vehicles with a vehicle body of semi trailer or truck tractor;

WHEREAS, the Harlingen City Commission finds it in the best interest of the residents of Harlingen, Texas, to accept a grant award of $14,985 to fund personnel overtime costs for providing additional personnel to enhance and improve community and highway safety;

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 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 accepts the grant award of $14,985 from the Texas Department of Transportation (TxDOT)

CONSIDERED AND ADOPTED this **7th of October 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.

_____
Norma Sepulveda, Mayor

_____
Mayra Herrera, City Secretary

Grant Number: 2027-Harlingen-S-CMV-00021

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AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **October 7, 2026**

Agenda Item:

Consideration and possible action to approve the annual Investment Policy for the City of Harlingen.

Prepared By (Print Name): Robert Rodriguez
Title: Finance Director
Signature:

Brief Summary:

The Public Funds Investment Act and the City of Harlingen's Investment Policy requires the City to have an investment policy and for it to be reviewed annually by the governing body. This Investment Policy covers the fiscal period of October 1, 2026 through September 30, 2027. This investment policy is in compliance with the Texas Public Investment Act, Texas Government Code, Chapter 2256. The Investment Policy addresses the following strategy and guidelines:

1. **Investment strategy** – Three specific investment strategy considerations designed to address the unique characteristics of the fund groups represented in the portfolio (Operating Funds, Debt Service Funds and Capital Projects Funds).
2. **Investment Objectives** – The City shall manage and invest its cash with three objectives by order of priority: Preservation and Safety of Principal, Liquidity and Yield.
3. **Responsibility and control** – (1) Identifies the delegation of authority and training of the investment officers, (2) the responsibility for maintaining an internal control structure designed so that the assets of the entity are protected from loss, theft or misuse, (3) the standard of prudence to be applied by the investment officers and (4) the maintenance of ethics and avoidance of conflicts of interest by the investment officers.
4. **Reporting** - Identifies the quarterly and annual investment reports required.
5. **Investment portfolio** - Identifies authorized investments and unauthorized investments, consideration of maturity dates to match liquidity needs, and risk and diversification requirements of investments.
6. **Selection of banks and dealers** - Requires an annual review of services provided by its depository bank and competitive bidding requirements no less than every five years. The policy establishes requirements for banks seeking to establish eligibility requirements for the City's competitive certificate of deposit purchase program. The policy provides guidance on the review and selection of securities dealers.
7. **Safekeeping and control** - Establishes guidance on required insurance and collateral, safekeeping agreement, collateral subject to audit by the Finance Director, Internal Auditor or the City's independent auditors.
8. **Investment policy adoption requirements** - Requires an annual review of investment policy.

There were no changes to the existing investment policy.

Funding (if applicable):

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

Comments:

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

Investment Policy

City of Harlingen Texas

October 2026

Table of Contents

I. INTRODUCTION 3

II. INVESTMENT STRATEGY 3

III. SCOPE 4

IV. OBJECTIVES 4

1) Preservation and Safety of Principal 4
2) Liquidity 4
3) Yield 4

V. RESPONSIBILITY AND CONTROL 5

1) Delegation of Authority and Training 5
2) Internal Controls 5
3) Prudence 5
4) Ethics and Conflicts of Interest 7

VI. REPORTING 7

1) Quarterly Reporting 7
2) Annual Report 7

VII. INVESTMENT PORTFOLIO 8

1) Authorized Investments 8
2) Unauthorized Investments 9
3) Maturities 9
4) Risk and Diversification 9

VIII. SELECTION OF BANKS AND DEALERS 10

1) Depository Bank Selection 10
2) Certificates of Deposit 10
3) Securities Dealers 10

IX. SAFEKEEPING AND CUSTODY 11

1) Insurance or Collateral 11
2) Safekeeping Agreement 11
3) Collateral Defined 11
4) Subject to Audit 12
5) Delivery vs. Payment 12

X. INVESTMENT POLICY ADOPTION 12

XI. GLOSSARY of COMMON TREASURY TERMINOLOGY 13

INVESTMENT POLICY

I. INTRODUCTION

The purpose of this document is to set forth specific investment policy and strategy guidelines for the City of Harlingen in order to achieve the goals of safety, liquidity and yield for all investment activity. The City Commission of the City of Harlingen shall review its investment strategies and policy not less than annually. This policy serves to satisfy the statutory requirement, specifically the Public Funds Investment Act, Chapter 2256 of the Government Code (the "Act"), to define, adopt and review a formal investment strategy and policy.

II. INVESTMENT STRATEGY

The City of Harlingen maintains portfolios which utilize three specific investment strategy considerations designed to address the unique characteristics of the fund groups represented in the portfolios:

a. Investment strategies for operating funds and commingled pools containing operating funds have as their primary objective to assure the anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio structure which will experience minimal volatility during economic cycles. This may be accomplished by purchasing high quality, short- to medium-term securities. The dollar weighted-average maturity of 365 days or less will be calculated using the stated final maturity of each security.

b. Investment strategies for debt service funds shall have as the primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date. Securities purchased shall not have a stated final maturity date which exceeds the debt service payment date.

c. Investment strategies for capital projects or special purpose fund portfolios will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. These portfolios should include at least 10% in highly liquid securities to allow for flexibility and unanticipated project outlays. The stated final maturity dates of securities held should not exceed the estimated project completion date.

III. SCOPE

This Investment Policy applies to activities of the City of Harlingen with regard to investing the financial assets of all funds, including the following:

General Fund	Debt Service Funds
Special Revenue Funds	Special Assessment Funds
Capital Projects Funds	Internal Service Funds
Enterprise Funds	Trust & Agency Funds

Funds (Grant Activities) expressly exempt from investment activities may not be subject to this policy.

IV. OBJECTIVES

The City of Harlingen shall manage and invest its cash with three objectives, listed in order of priority: Preservation and Safety of Principal, Liquidity, and Yield. All investments shall be designed and managed in a manner using judgment and care responsive to the public trust and consistent with State and Local Law.

The City shall maintain a comprehensive cash management program which includes collection of accounts receivable, vendor payment in accordance with invoice terms, and prudent investment of available cash. Cash management is defined as the process of managing monies in order to ensure maximum cash availability and maximum yield on short-term investment of idle cash.

1) Preservation and Safety of Principal

The primary objective of the City's investment activity is the preservation of capital in the overall portfolio. Each investment transaction shall be conducted in a manner to avoid capital losses, whether from securities default or erosion of market value.

2) Liquidity

The City's investment portfolio shall be structured such that the City is able to meet all obligations in a timely manner. This shall be achieved by matching investment maturities with forecasted cash flow requirements, by investing in securities with active secondary markets and by retaining ample liquidity in the City's depository bank, and local government investment pools and money market funds.

3) Yield

The City's cash management portfolio shall be designed with the objective of regularly exceeding the average rate of return on three-month U.S. Treasury Bills. The investment program shall seek to augment returns above this threshold consistent with risk limitations identified herein and prudent investment policies.

V. RESPONSIBILITY AND CONTROL

1) Delegation of Authority and Training

Authority to manage the City's investment program is derived from a resolution of the City Commission. The management responsibility for the investment program is hereby delegated to the Director of Finance, who shall establish written procedures for the operation of the investment program, consistent with this investment policy. Both the Director of Finance and the Deputy Director of Finance are designated as investment officers. Accordingly, the investment officers shall attend at least 10 hours of training relating to their responsibility under the Act within 12 months after assuming duties. Going forward, investment officers shall attend investment training not less than once in every two-year period, which begins on the first day of the fiscal year and consists of the two consecutive fiscal years after that date, and receive not less than eight (8) hours of instruction relating to investment responsibilities under this subchapter from an independent source approved by the State of Texas.

2) Internal Controls

The Director of Finance is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the entity are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that the objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

Accordingly, the Director of Finance shall establish a process for annual independent review by an external auditor to assure compliance with policies and procedures. The internal controls shall address the following points:

a. Control of collusion.

b. Separation of transaction authority from accounting and record keeping.

e. Custodial safekeeping.

d. Clear delegation of authority to subordinate staff members.

e. Avoidance of physical delivery securities.

f. Written confirmation for telephone (voice) transactions for investments and wire transfers.

g. Development of a wire transfer agreement with the depository bank or third party custodian.

3) Prudence

The standard of prudence to be applied by the investment officer shall be the "prudent investor" rule, which states: "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of

their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived." In determining whether an investment officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

a. The investment of all funds, or funds under the City's control, over which the officer had responsibility rather than consideration as to the prudence of a single investment.

b. Whether the investment decision was consistent with the written investment policy of the City.

The investment officer, acting in accordance with written procedures and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided that these deviations are reported in a timely manner to the City Commission.

4) Ethics and Conflicts of Interest

City staff involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair the ability to make impartial investment decisions. City staff shall disclose to the City Manager any material interests in financial institutions that conduct business with the City and they shall further disclose positions that could be related to the performance of the City's portfolio.

An investment officer of the City who has a personal business relationship with an organization seeking to sell an investment to the city shall file a statement disclosing that personal business interest. For purposes of this subsection, an investment officer has a personal business relationship with a business organization if:

a. The investment officer owns 10 percent or more of the voting stock or shares of the business organization or owns $15,000 or more of the fair market value of the business organization;

b. Funds received by the investment officer from the business organization exceed 10 percent of the investment officer's gross income for the previous year; or

c. The investment officer has acquired from the business organization during the previous year investments with a book value of $2,500 or more for the personal account of the investment officer.

An investment officer who is related within the first degree by affinity or consanguinity to an individual seeking to sell an investment to the City shall file a statement disclosing that relationship. A statement required under this subsection must be file with the Texas Ethics Commission and the governing body of the entity.

VI. REPORTING

1) Quarterly Reporting

The Director of Finance shall submit a signed quarterly investment report that shall, at a minimum, describe the portfolio in terms of investment securities, maturities, risk characteristics, and also shall provide a benchmark total investment return for the quarter. In addition, a separate report shall be included which summarizes current market conditions, economic developments and anticipated investment conditions.

The quarterly investment report shall include a succinct management summary that provides a clear picture of the status of the current investment portfolio and transactions made over the last quarter. This management summary will be prepared in a manner which will allow the City to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report will be provided to the City Manager and City Commission. The report shall include the following:

a. A listing of individual securities held at the end of the reporting period.

b. Unrealized gains or losses resulting from appreciation or depreciation by listing the beginning and ending book and market value of securities for the period.

c. Average weighted yield to maturity of portfolio on City investments as compared to applicable benchmarks.

d. Listing of investments by maturity date.

e. The percentage of the total portfolio which each type investment represents.

f. Statement of compliance of the City's investment portfolio with State Law and the investment strategy and policy approved by the City Commission.

g. Fully accrued interest for the reporting period.

2) Annual Report

Within 60 days of the end of the fiscal year, the Director of Finance shall present an annual report on the investment program and investment activity. This report may be presented as a component of the fourth quarter report to the City Manager and City Commission.

If the City invests in other than money market mutual funds, investment pools or accounts offered by its depository bank in the form of certificates of deposit, or money market accounts or similar accounts, the reports prepared by the investment officers shall be reviewed annually by an independent auditor, and the results of the review shall be reported to the city commission by that auditor.

VII. INVESTMENT PORTFOLIO

Assets of the City of Harlingen may be invested in the following instruments; provided, however, that at no time shall assets of the City be invested in any instrument or security not authorized for investment under the Act, as the Act may from time to time be amended.

1) Authorized Investments

a. Obligations of the United States of America, its agencies and instrumentalities.

b. Direct obligations of the State of Texas and agencies and instrumentalities thereof.

c. Other obligations, the principal of and interest on which are unconditionally guaranteed by the State of Texas or United States of America and any security fully insured by the Federal Deposit Insurance Corporation (FDIC).

d. Obligations of the States, agencies thereof, Counties, Cities, and other political subdivisions of any state having been rated as investment quality by a nationally recognized investment rating firm, and having received a rating of not less than "AA" or its equivalent.

e. Certificates of Deposit of state and national banks doing business in Texas, guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or secured by an Federal Home Loan Bank (FHLB) letter of credit, or obligations described in A through D above, which are intended to include all direct agency or instrumentality issued mortgage-back securities rated AAA by a nationally recognized rating agency, or by Article 2529b-1, V.T.C.S., and that have a market value of not less than the principal amount of the certificates.

f. Joint pools of political subdivisions in the State of Texas which invest in instruments and follow practices allowed by current law. (Prior approval from the City Commission is required before investing funds in joint pools.)

g. Fully collateralized direct repurchase agreements with a defined termination date secured by cash and obligations of the United States or its agencies and instrumentalities pledged with a third party. Repurchase agreements must be purchased through a primary government securities dealer, as defined by the Federal Reserve, or a bank doing business in Texas. (Prior approval from the City Commission is required before the investment officers can begin investing in repurchase agreements. Repurchase agreements can be used by the depository bank for investment of overnight funds.)

h. A no-load money market mutual fund that is regulated by the Securities and Exchange Commission, has a dollar-weighted average stated maturity of 60 days or fewer and includes in its investment objectives the maintenance of a stable net asset value of $1 for each share; or a no-load mutual fund that is registered with the

Securities and Exchange Commission, has an average weighted maturity of less than two years, is *invested exclusively in obligations approved by in Section 2256.014 of the Texas Local Government Code*, is continuously rated as to investment quality by at least one nationally recognized investment rating firm of not less than AAA or its equivalent, and conforms to the requirements set forth in Sections 2256.016 (b) and (c) of the Texas Local Government Code.

2) Unauthorized Investments

a. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pay no principal.

b. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.

c. Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years.

d. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

3) Maturities

The City of Harlingen intends to match the maturity dates of investments with the liquidity needs of the City. In no case shall the average maturity of investments of the City's operating funds exceed one year. The maximum final stated maturity of any single investment shall not exceed five years.

4) Risk and Diversification

The City of Harlingen recognizes that investment risks can result from dealer defaults, market price changes or various technical complications leading to temporary illiquidity. Risk is controlled through portfolio diversification which shall be achieved by the following general guidelines:

a. Risk of issuer default is controlled by limiting investments to those instruments allowed by the Act, which are described herein.

b. Risk of market price changes shall be controlled by avoiding over-concentration of assets in a specific maturity sector, limitation of average maturity of operating funds investments to one year, and avoidance of over-concentration of assets in specific instruments other than U.S. Treasury Securities and Insured or Collateralized Certificates of Deposits.

VIII. SELECTION OF BANKS AND DEALERS

1) Depository Bank Selection

On an annual basis the City shall review the services provided by its depository bank and no less than every five (5) years, shall conduct a competitive bid through the City's banking services procurement process, which shall include a formal request for applications (RFA) in consideration of provisions as outlined in Texas Local Government Code 105, Depositories for Municipal Funds, Subchapter B In selecting a depository, the credit worthiness of institutions shall be considered along with the cost of services and proposed interest rates. The Director of Finance shall then conduct a comprehensive review of prospective depository bank credit characteristics and financial history.

2) Certificates of Deposit

Banks seeking to establish eligibility for the City's competitive certificate of deposit purchase program shall submit for review annual financial statements, evidence of federal insurance and other information as required by the Director of Finance. An independent source for bank financial information can be found at https://www.bankrate.com/rates/safe-sound/bank-ratings-search.aspx

3) Securities Dealers

For brokers and dealers of government securities, the City shall select dealers reporting to the Market Reports Division of the Federal Reserve Bank of New York, also known as the "Primary Government Security Dealers", and regional institutional dealers which are adequately capitalized to conduct public business. All securities dealers shall provide the City with references from public entities which they are currently serving.

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the following as appropriate:

- Audited financial statements
- Proof of Financial Industry Regulatory Authority (FINRA) certification
- Proof of state registration
- Completed broker/dealer questionnaire
- Certification of having read the City's investment policy signed by a registered principal of the organization

An annual review of the financial condition and registration of qualified bidders will be conducted by the Director of Finance.

All business organizations eligible to transact investment business with the City shall be presented a written copy of this Policy. The qualified representative of the business organization seeking to transact investment business with the City shall acknowledge receipt of policy in writing.

The City may contract for investment advisor services. Selection of an investment advisor will be through a competitive proposal process. The investment advisory must:

- Be registered with the Securities and Exchange Commission
- Be registered with the State of Texas

- Manage at least $1,000,000,000 in investments
- Have experience providing investment advisory service to other Texas cities

If the City has contracted with a Registered Investment Advisor for the management of its funds, the advisor shall be responsible for performing due diligence on and maintaining a list of broker/dealers with which it shall transact business on behalf of the City. The advisor shall determine selection criteria and shall annually present a list of its authorized broker/dealers to the City for review and likewise shall execute the aforementioned written instrument stating that the advisor has reviewed the City's investment policy and has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities with the City. The advisor shall obtain and document competitive bids and offers on all transactions and present these to the City as part of its standard trade documentation.

IX. SAFEKEEPING AND CUSTODY

1) Insurance or Collateral

All deposits and investments of City funds other than direct purchases of U.S. Treasuries or Agencies shall be secured by an FHLB letter of credit or pledged collateral. In order to anticipate market changes and provide a level of security for all funds, the collateralization level for securities will be 102% of market value of principal and accrued interest on the deposits or investments less an amount insured by the FDIC. Evidence of the pledged collateral shall be maintained by the Director of Finance or a third party financial institution. Repurchase agreements shall be documented by a specific agreement noting the collateral pledged in each agreement. Collateral shall be reviewed weekly to assure that the market value of the pledged securities is adequate.

2) Safekeeping Agreement

Collateral pledged to secure deposits of the City shall be held by a safekeeping institution in accordance with a Safekeeping Agreement which clearly defines the procedural steps for gaining access to the collateral should the City of Harlingen determine that the City's funds are in jeopardy. The safekeeping institution, or Trustee, shall be the Federal Reserve Bank or an institution not affiliated with the firm pledging the collateral. The safekeeping agreement shall include the signatures of authorized representatives of the City of Harlingen, the firm pledging the collateral, and the Trustee.

3) Collateral Defined

The City of Harlingen shall accept only the following securities as collateral:

a. FDIC insurance coverage.

b. A Treasury bill, note, bond or other evidence of indebtedness of the United States that is guaranteed as to principal and interest by the United States.

c. Other obligations, including letters of credit, of the United States or its agencies or instrumentalities.

d. Obligations, the principal and interest on which, are unconditionally guaranteed or insured by the State of Texas.

e. A bond of the State of Texas or of a county, city or other political subdivision of the State of Texas having been rated no less than "AA" or its equivalent by a national recognized rating agency with a remaining maturity of ten (10) years or less.

f. Cash

4) Subject to Audit

All collateral shall be subject to inspection by the Director of Finance, Internal Auditor or the City's independent auditors.

5) Delivery vs. Payment

Treasury Bills, Notes, Bonds and Government Agency securities shall be purchase using the delivery vs. payment method. That is, funds shall not be wired or paid until verification has been made that the correct security was received by the Trustee or safekeeping agent. The security shall be held in the name of the City or held on behalf of the City. The agent's records shall assure the notation of the City's ownership of or explicit claim on the securities. The original copy of the safekeeping receipts shall be delivered to the City.

X. INVESTMENT POLICY ADOPTION

The City of Harlingen investment policy shall be adopted by resolution of the City Commission. The policy shall be reviewed for effectiveness on an annual basis by the Finance Director and any modification will be recommended for approval to the City Commission.

XI. GLOSSARY of COMMON TREASURY TERMINOLOGY

Agencies: Federal agency securities.

Ask: The price at which securities are offered.

Bid: The price offered for securities.

Broker: A broker brings buyers and sellers together for a commission paid by the initiator of the transaction or by both sides. In the money market, brokers are active in markets in which banks buy and sell money and in interdealer markets.

Book Value: The original acquisition cost of an investment plus or minus the accrued amortization or accretion.

Certificate of Deposit (CD): A time deposit with a specific maturity evidenced by a certificate. Large-denomination CD's are typically negotiable.

Collateral: Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposit of public monies.

Comprehensive Annual Financial Report (CAFR): The official annual report for the City of Harlingen. It includes combined statements and basic financial statements for each individual fund and account group prepared in conformity with GAAP.

Coupon: (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

Dealer: A dealer, as opposed to a broker, acts as a principal in all transaction, buying and selling for his own account.

Debenture: A bond secured on by the general credit of the issuer.

Delivery-Versus-Payment (DVP): There are two methods of delivery of securities – delivery-versus-payment and delivery-versus-receipt (also called "free"). Delivery-versus-payment is delivery of securities with an exchange of money for securities. Delivery-versus-receipt is delivery of securities with an exchange of a signed receipt for the securities.

Discount: The difference between the cost price of a security and its value at maturity when quoted at lower than face value. A security selling below original price shortly after sale also is considered to be at a discount.

Discount Securities: Non-interest bearing money market instruments issued at a discount and redeemed at maturity for full face value, e.g., U.S. Treasury bills.

Diversification: Dividing investment funds among a variety of securities offering independent returns.

Federal Deposit Insurance Corporation (FDIC): A federal agency that insures bank deposits, currently up to $250,000 per deposit.

Federal Funds Rate: The rate of interest at which overnight Fed funds are traded between banks. This rate is currently pegged by the Federal Reserve through open-market operations as is used as a proxy for the overnight rate.

Federal Farm Credit Bank (FFCB): The Federal Farm Credit Bank System is the oldest of the government sponsored enterprises, created by an act of Congress in 1916. Its mission is to provide a reliable and low cost source of funds to support agriculture in the United States. FFCB debt obligations are highly liquid and its senior debt is rated AA−.

Federal Home Loan Banks: The Federal Home Loan Bank was created by an act of Congress in 1932 as a system of 12 regional banks that provide funds to its member banks. FHLB's primary mission is to support residential and community lending. Its membership of more than 8,000 financial institutions includes savings banks, commercial banks, credit unions and insurance companies active in housing finance. FHLB debt obligations are highly liquid and its senior debt is rated AA+.

Federal Home Loan Mortgage Company (FHLMC or "Freddie Mac"): Freddie Mac was created by an act of Congress in 1970 as a shareholder-owned company to further expand the secondary market for mortgage loans in the United States. Freddie Mac buys existing mortgages and pools them together to create mortgage-backed securities that can then be sold to investors, thereby providing liquidity to lenders who can then make additional loans. Along with Fannie Mae. Freddie Mac was placed into government conservatorship in September 2008, but continues full operations under government control and has been instrumental in the government's attempts to revive the housing sector. Freddie Mac securities are highly liquid and its senior debt is rated AA+.

Federal National Mortgage Association (FNMA or "Fannie Mae"): Fannie Mae was created by an act of Congress in 1938 under the Federal National Mortgage Association Act to provide a secondary market for mortgage loans in the United States. It does this by purchasing existing home loans and pooling them together to create mortgage-backed securities that can them be sold to investors, along with a guaranty of the timely payment of principal and interest on the underlying loans. Fannie Mae was privatized in 1968, and operated as a private stockholder-owned company for 40 years before the housing market collapse forced them into federal government conservatorship in September 2008. Fannie Mae debt obligations are highly liquid and its senior debt is rated AA+.

Federal Open Market Committee (FOMC): Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve is a permanent member while the other presidents serve on a rotating basis. The committee meets eight times per year to set monetary policy.

Government National Mortgage Association (GNMA or "Ginnie Mae"): Securities guaranteed by GNMA are issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. Security holder is protected by the full faith and credit of the U.S. Government. Ginnie Mae securities are backed by FHA, VA, or FMHM mortgages. The term pass-through is often used to describe Ginnie Maes.

Liquidity: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

Local Government Investment Pool (LGIP): The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment and reinvestment.

Market Value: The current face or par value of an investment multiplied by the net selling price of the security as quoted by a recognized market pricing source quoted on the valuation date.

Master Repurchase Agreement: To protect investors, many public investors will request that repurchase agreements be preceded by a master repurchase agreement between the investor and financial institution of dealer. The master agreement should define the nature of the transaction, identify the relationship between the parties, establish normal practices regarding ownership and custody of the collateral securities during the term of the investment, provide remedies in the case of default by either party and clarify issues of ownership. The master repurchase agreement protects the investor by eliminating the uncertainty of ownership and hence, allowing investors to liquidate collateral if a bank or dealer defaults during the term of the agreement.

Maturity: The date upon which the principal or stated value of an investment becomes due and payable.

Money Market: The market in which short-term debt instruments (bills, commercial paper, banker's acceptances, etc.) are issued and traded. May also refer to a type of mutual fund whose underlying portfolio contains these security types.

Open Market Operations: Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

Portfolio: Collection of securities held by an investor.

Primary Dealer: A group of government securities dealers that submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC) registered securities brokers-dealers, banks and a few unregulated firms.

Prudent Person Rule: An investment standard. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

Qualified Public Depositories: A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of this state, which has segregated for the benefit of the commission eligible collateral having a value of not less than is maximum liability and which has been approved by the Public Depository Protection Commission to hold public deposits.

Rate of Return: The yield obtained on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

Repurchase Agreement (repo or RP) - An agreement by one party to sell securities at a specified price to a second party, along with a simultaneous agreement by the first party to repurchase the same securities at a specified price and a specified date.

Safekeeping: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

Secondary Market: A market made for the purchase and sale of outstanding issues following the initial distribution.

Securities & Exchange Commission (SEC): Agency created by Congress to protect investors in securities transactions by administering securities legislation.

Treasury Bills: A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months and one year.

Treasury Bonds: Long-term U.S. Treasury securities having initial maturities of more than ten years.

Treasury Notes: Intermediate term coupon bearing U.S. Treasury securities having initial maturities from two to ten years.

Yield: The rate of annual income return on an investment, expressed as a percentage. (a) Income Yield is obtained by dividing the current dollar income by the current market price of the security. (b) Net Yield or Yield to Maturity is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

7K

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **October 7, 2026**

Agenda Item:

Consider and take action to approve a Facility Usage Agreement between the City of Harlingen and the Rio Valley Amateur Soccer League.

Prepared By: Juan Mendiola III
Title: Director of Parks and Recreation
Signature:

Summary:

Summary

Consider and take action to approve a Facility Usage Agreement between the City of Harlingen and the Rio Valley Amateur Soccer League for use of 1–2 fields at the Harlingen Soccer Complex on Saturdays, from 5:00 p.m. to 10:00 p.m., during the League's approved chartered season, and authorize the City Manager to execute the agreement.

All required documents from the Rio Valley Amateur Soccer League are on file with the City Parks and Recreation office including their current list of board members, the league by-laws, a copy of their 501c3 certification status, and Certificate of Insurance.

The Park and Recreation Advisory Board met on September 22, 2026, and voted to recommend approving the agreement with standard conditions for an additional year.

Staff is recommending approval of this agreement as presented.

Staff Recommendation:

Staff recommends approval of the contract as presented and authorize the City Manager to execute the agreement.

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

Comments:

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

STATE OF TEXAS §

§

CITY OF HARLINGEN §

FACILITY USAGE AGREEMENT FOR
RIO VALLEY AMATUER SOCCER LEAGUE

I. This Facility Usage Agreement is hereby entered into this 7th day of October, 2026. between the CITY OF HARLINGEN, a Municipal Corporation situated in Cameron County, Texas, and acting herein by and through its duly authorized City Manager hereinafter designated as CITY, and RIO VALLEY AMATUER SOCCER LEAGUE, hereinafter designated as the LEAGUE.

II. **License:** The CITY hereby grants a revocable non-exclusive license to the LEAGUE for athletic play during the term of this Agreement as follows:

a.) Location: Harlingen Soccer Complex. 1-2 Field(s).

b.) Days: Saturdays - only during the LEAGUE's official Chartered Season, on the days shown in the schedule filed with and approved by the Parks and Recreation Director.

c.) Hours: 5 pm – 10 pm -only during the scheduled hours for Chartered Season games and practices shown in the schedule filed with and approved by the Parks and Recreation Director.

The License is solely for fields/facilities specifically identified in this License. All green space at city parks are open and available to the public on a first-come, first-served basis. For purposes of this Agreement, "Chartered Season" means the official season established and sanctioned for the LEAGUE by its national governing body and confirmed by written

documentation filed with the CITY, including the LEAGUE's current charter and that season's official start and end dates. The license granted under this Agreement applies only during the dates confirmed in that documentation and does not authorize the LEAGUE's activities generally.

For purposes of this Agreement, the LEAGUE shall designate one (1) national governing or sanctioning body for each sport covered by this Agreement. Only the charter and official season dates issued by that designated governing or sanctioning body shall be recognized by the CITY in determining the LEAGUE's Chartered Season. Affiliation with, membership in, or obtaining a charter or sanction from any additional governing or sanctioning body shall not establish an additional Chartered Season or extend the dates of facility use authorized under this Agreement. Any additional seasonal use outside the recognized Chartered Season shall require written approval by the Parks and Recreation Director pursuant to Section IV.P.

III. Term: The term of the Agreement will commence on the 8th day of October, 2026 and will terminate on the 30th day of September, 2027. This Agreement may not be extended and will require a new license from the City of Harlingen.

IV. Consideration: In consideration of the mutual covenants and agreements contained herein, including but not limited to the CITY's grant of a revocable non-exclusive license to use public facilities, and LEAGUE's agreement to comply with all terms, conditions, restrictions, indemnities, and waivers set forth in this Agreement, the parties agree the following constitute fair and reasonable consideration;

a) LEAGUE shall pay to CITY the sum of One Dollar ($1.00). Said sum shall be payable to the CITY at the office of the Parks and Recreation Director of said CITY at 502 E. Tyler, Harlingen, Texas, 78550, (956) 216-5952 at the time of execution of this Agreement.

b.) LEAGUE shall comply with all operational, maintenance, insurance, and indemnity obligations;

c.) LEAGUE shall assume all risks associated with use of the facilities; and LEAGUE express waivers and releases set forth in this Agreement.

d.) LEAGUE acknowledges and agrees that its execution of this Agreement, including its agreement to the termination provisions, limitation of liability, waiver of claims, and release of CITY, constitutes a material and bargained-for component of the consideration supporting this Agreement.

V. Conditions: This license is expressly subject to the following terms and conditions:

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

B. The basic use of said facility by the LEAGUE shall be for the purpose of promoting, training and playing adult soccer and the operation of the concessions incidental to such activities.

C. LEAGUE will not use the facility for any activities other than the basic use described above and scheduled Chartered Season activities without prior consent of the Parks and Recreation Director. Excluded uses include: (a) any independently organized, in-house, travel, select, or all-star league or tournament that is not part of the sanctioned Chartered Season; (b) practices, tryouts, or workouts held outside the filed Chartered Season dates; and (c) any other non-chartered activity. Any excluded use requires a separate written facility rental agreement with the CITY at the CITY's then-current standard rental rates and is not covered by this Agreement. Use of the facility for an excluded purpose without a separate written facility rental agreement constitutes a material breach of this Agreement.

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

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

1. Alcoholic beverages in all Municipal Parks are prohibited.
2. Sale of any items in glass containers is prohibited.

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

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

H. CITY shall have the right to make the facility available, subject to the approved LEAGUE schedule (inclusive of any rainout or other rescheduled dates), to any CITY, school, civic group, or association which desires the use of said facility for any event or program for CITY, non-profit, and/or charitable purposes; provided that any such use shall not conflict with a previously scheduled game or other permitted event or program. Use of a facility for the above-mentioned uses shall be subject to CITY policies regarding such activities and to prior approval by Parks and Recreation Director.

I. LEAGUE shall take the licensed premises as is and with all faults.

J. CITY shall have the right to take over/use any of these facilities in the event of public necessity, declared emergency, or other public need.

K. The LEAGUE shall bear all costs incidental to operation of said the LEAGUE hereunder except as noted below:

1. CITY shall maintain grass facility areas by providing watering, fertilizing, and mowing. Said services shall be provided only on normal work days and during normal work hours. The CITY shall square, and mark fields at the beginning of the season and the LEAGUE shall drag and/or mark fields from that point forward. The Exceptions to the provisions in this paragraph "1." shall be for the LEAGUE sponsored regional and/or national tournaments as deemed appropriate by the Parks and Recreation Director. Said tournaments shall be of a nature that has both an economic and tourism impact on the City.

2. Where installed, CITY agrees to provide utilities (except as noted in #3 below); maintain goals, lights, fence and bleachers.
3. If applicable, the LEAGUE shall maintain, at the LEAGUE expense, any scoreboard, if present, its attendant cables, controls, etc. and the LEAGUE shall own and maintain, at its expense, any public address system used.
4. The LEAGUE shall provide at own expense (when applicable), umpires, officials, scoreboard operators.
5. The LEAGUE is responsible for picking-up any and all trash generated or created by any aspect of the LEAGUE operation and use of CITY facilities, including, but not limited to, attendance at LEAGUE events and concession sales.
6. If applicable, the LEAGUE is responsible for cleaning and minor plumbing issues (i.e. clogs in sinks, urinals, or toilets) at facility restrooms and concessions including before, during and after league games, tournaments and any other club associated events, except restrooms not under the exclusive control of the league. The LEAGUE shall provide restroom cleaning supplies paper products, and hand soap for dispensers.
7. In the event of storms, hurricanes, high winds, or any other act of God, the LEAGUE is responsible for the removal of all their signage and sponsor boards from fences at their designated areas of play or operation.
8. The LEAGUE shall submit yearly composition of board to include one Parent/Participant representative. (City representative will be allowed to attend.)
9. The LEAGUE shall conduct 2 in season board meetings open to the public/participants/parents.
10. The LEAGUE is recommended to submit a bid to their affiliated association for (1) regional tournament per calendar year.

L. Lights used during practice must be turned off no later than 10:00 p.m. Failure to comply with this provision of the Agreement will result in either the LEAGUE

being charged for electrical use for the month in which the infraction occurred or forfeiture of the Agreement and the Leagues ability to use the Facilities. These conditions do not pertain to tournament play. Tournament play dates must be provided to the Parks and Recreation Director at least two weeks before the tournament is scheduled to commence. Use of lights is only for in-season games/practices/tournaments. Any other usage must be requested prior and approved by the Parks and Recreation Director.

M. If entry fees (gate) are to be charged to those attending league events at the Facility, they may only include tournaments and game play, and such fees shall not exceed the following amounts:

1. Participants in that day's tournament or game play (players, cheerleaders, etc) shall not be charged fee:
2. Persons eleven (11) years of age and younger shall be charged no more than one dollar ($1.00) per day;
3. Persons twelve (12) years of age and older shall be charged no more than two dollars ($2.00) per day.

N. Reservation of City Authority and Licensee Obligations

1. The Parks and Recreation Director may override or modify the LEAGUE's schedule to allow public access, City programs, or other uses in the community's best interest. All facilities are owned by the CITY. The CITY retains ultimate authority over access and use at all times.
2. Use is limited to Chartered Season activities and approved concessions unless otherwise authorized through a separate written facility rental agreement with the CITY.
3. The LEAGUE shall not interfere with citizen access to open areas or other portions of the facility not assigned for scheduled league play or practice.
4. The LEAGUE is responsible for the behavior of officers, members, coaches, players, volunteers, spectators, and guests. Any misconduct, unlawful behavior, or negative impact on the CITY is a breach of this Agreement.

O. Communication With City Employees; Outside Employment. The LEAGUE, its officers, coaches, volunteers, representatives, and members shall not direct, supervise, assign work to, or otherwise exercise authority over CITY employees. During CITY employees' scheduled work hours, all requests for maintenance, field preparation, facility access, repairs, scheduling, or other CITY services shall be directed through the Parks and Recreation Director or his/her designee. Nothing in this Agreement prohibits a CITY employee from separately working for, volunteering with, or providing services to the LEAGUE outside of the employee's scheduled CITY work hours, provided such activity complies with all applicable CITY personnel policies, outside-employment requirements, conflict-of-interest requirements, and supervisory approvals. Any such activity shall be performed solely in the employees' private capacity and shall not constitute work performed on behalf of the CITY.

P. Additional Seasonal Use. Notwithstanding the foregoing, the Parks and Recreation Director may, in his/her discretion, authorize the LEAGUE to conduct one additional seasonal period outside of its official Chartered Season. Any such authorization must be in writing and shall specify the approved dates, facilities, days, and hours of use. Additional seasonal use shall he subject to facility availability, field conditions, scheduled CITY programs and events, maintenance requirements, and all other terms and conditions of this Agreement. Approval of an additional seasonal period shall not create any continuing, exclusive, or vested right to use CITY facilities and may be modified, suspended, or revoked by the Parks and Recreation Director.

VI. No later than ten (10) working days prior to the Start Date of the Agreement, the LEAGUE shall file with the CITY a schedule showing the dates and times that the facility will be used for practices, regularly scheduled games or races, ceremonies, or other activities for the first three months of the year. Schedule updates will be submitted every ninety (90) days thereafter. The

schedule and any updates shall be subject to review as per Section IV.A. of this agreement. Additionally, the LEAGUE shall file with the CITY a roster or list of registrants, including names and home addresses. The LEAGUE shall, as soon as practical, notify CITY of any race or practice rescheduling and dates for major races or practices on said premises. No later than ten (10) working days before each Chartered Season begins, the LEAGUE shall also file written documentation from its national governing body confirming the LEAGUE's current charter and that season's official start and end dates. Facility access under this Agreement is limited to the dates confirmed in the filed documentation and the schedule approved by the Parks and Recreation Director.

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

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

B. Nothing herein shall prevent the CITY from making improvements to a facility at CITY'S expense, if the CITY shall see fit to do so.

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

VIII. The LEAGUE shall carry valid and collectible Commercial General Liability (CGL) insurance, naming the CITY OF HARLINGEN as an additional insured, for not less than Two

Million ($2,000,000.00) Dollars aggregate and One Million ($1,000,000.00) each occurrence for bodily injury or death and Five Hundred Thousand and No/100 ($500,000.00) Dollars each occurrence for property damage. Such insurance policy shall provide that the same cannot be canceled unless thirty (30) days written notice of such cancellation has been given to CITY. If such policy is canceled or expires during the term of this Agreement, the LEAGUE shall forthwith discontinue the use of said facility unless and until a policy in the amounts hereinabove provided is obtained and presented to the Parks and Recreation Director of the City of Harlingen, Texas. A copy of said insurance policy shall be submitted to the Risk Manager of Harlingen for review prior to the execution of this Agreement by CITY.

IX. Indemnification and Defense.

TO THE FULLEST EXTENT PERMITTED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS, INCLUDING WITHOUT LIMITATION TEXAS CIVIL PRACTICE AND REMEDIES CODE § 127.001 ET SEQ. AND APPLICABLE MUNICIPAL LAW, LEAGUE SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CITY, ITS ELECTED OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "CITY INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LOSSES, LIABILITIES, LIENS, JUDGMENTS, PENALTIES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, COURT COSTS, AND EXPERT FEES) OF EVERY KIND AND CHARACTER, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE, INCLUDING CLAIMS FOR BODILY INJURY, PERSONAL INJURY, SICKNESS, DISEASE, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO: (A) THE USE, OCCUPANCY, OR CONDITION OF THE FACILITIES; (B) ANY ACT OR OMISSION OF LEAGUE OR ITS OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS, CONTRACTORS, PARTICIPANTS, OR INVITEES; OR (C) ANY ACTIVITY CONDUCTED BY OR ON BEHALF OF LEAGUE UNDER THIS AGREEMENT. SUCH INDEMNITY SHALL APPLY REGARDLESS OF WHETHER ANY SUCH CLAIM, DAMAGE, LOSS, OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, WHETHER SOLE, CONCURRENT, COMPARATIVE, OR CONTRIBUTORY, STRICT LIABILITY, OR OTHER FAULT OF ANY CITY INDEMNIFIED PARTY; PROVIDED, HOWEVER, THAT NOTHING HEREIN SHALL BE CONSTRUED TO REQUIRE LEAGUE TO INDEMNIFY OR HOLD HARMLESS ANY CITY INDEMNIFIED PARTY FROM LIABILITY ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH CITY INDEMNIFIED PARTY, TO THE EXTENT PROHIBITED BY TEXAS LAW. IT IS THE EXPRESS INTENT OF THE PARTIES THAT THIS INDEMNITY PROVISION COMPLIES WITH THE "EXPRESS

NEGLIGENCE DOCTRINE" AND THE "CONSPICUOUSNESS REQUIREMENT" UNDER TEXAS LAW, AND THAT LEAGUE IS OBLIGATED TO INDEMNIFY THE CITY INDEMNIFIED PARTIES FOR THEIR OWN NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR A CONCURRENT CAUSE OF THE CLAIM OR DAMAGE, SUBJECT ONLY TO THE LIMITATIONS EXPRESSLY SET FORTH HEREIN. LEAGUE SHALL, AT ITS SOLE COST AND EXPENSE, DEFEND ANY CLAIM OR ACTION BROUGHT AGAINST ANY CITY INDEMNIFIED PARTY WITH COUNSEL ACCEPTABLE TO CITY, AND CITY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO PARTICIPATE IN SUCH DEFENSE AT ITS OWN EXPENSE. LEAGUE SHALL NOT SETTLE ANY CLAIM IN A MANNER THAT IMPOSES LIABILITY OR OBLIGATIONS ON ANY CITY INDEMNIFIED PARTY WITHOUT THE PRIOR WRITTEN CONSENT OF CITY. THE OBLIGATIONS OF LEAGUE UNDER THIS SECTION SHALL NOT BE LIMITED BY THE AMOUNT OR TYPE OF INSURANCE REQUIRED UNDER THIS AGREEMENT OR OTHERWISE CARRIED BY LEAGUE, AND SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. HOWEVER, TO THE EXTENT REQUIRED BY APPLICABLE LAW OR EXPRESSLY AGREED ELSEWHERE IN THIS AGREEMENT, LEAGUE'S DUTY TO INDEMNIFY MAY BE LIMITED TO THE COVERAGE AND PROCEEDS AVAILABLE UNDER THE INSURANCE POLICIES REQUIRED TO BE MAINTAINED BY LEAGUE AND APPROVED BY CITY. LEAGUE SHALL MAINTAIN IN FULL FORCE AND EFFECT ALL INSURANCE REQUIRED BY THIS AGREEMENT, AND FAILURE TO MAINTAIN SUCH COVERAGE SHALL CONSTITUTE A MATERIAL BREACH. IN THE EVENT OF ANY LAPSE, CANCELLATION, OR REDUCTION IN COVERAGE, CITY SHALL HAVE THE IMMEDIATE RIGHT TO SUSPEND OR TERMINATE LEAGUE'S USE OF THE FACILITIES UNTIL SATISFACTORY PROOF OF COMPLIANT INSURANCE IS PROVIDED AND APPROVED BY CITY'S RISK MANAGEMENT.

X. Termination

Suspension and Termination

A. Nature of Interest; No Vested Rights.

This Agreement grants only a revocable license to use City facilities and does not convey any leasehold, property interest, or vested right of any kind. League acknowledges that its rights under this Agreement are permissive only and subject at all times to the superior rights of City to control, manage, and use its facilities for public purposes.

B. Summary Suspension.

City may, in its sole and absolute discretion, immediately suspend League's use of all or any portion of the facilities, without prior notice, opportunity to cure, or hearing, upon a good-faith determination that: (i) a condition or conduct exists that poses a threat to public health, safety, or welfare; (ii) a violation of this Agreement or applicable law has occurred or is reasonably likely

to occur; or (iii) a Cause Event (as defined below) has occurred or is reasonably likely to occur. Such suspension shall be effective immediately upon verbal or written notice from City and shall remain in effect until City determines, in its sole discretion, that the condition giving rise to the suspension has been remedied or no longer exists. During any period of suspension, League shall cease all use of the facilities and shall not be entitled to any compensation, credit, or damages of any kind. City's exercise of its rights under this subsection shall not constitute a waiver of any other rights or remedies, including termination.

C. **Termination for Cause.** City may terminate this Agreement immediately, without prior notice, opportunity to cure, or hearing, upon the occurrence of any one or more of the following events (each, a "Cause Event"):

(a) Any act of violence, threat of violence, illegal activity, or disorderly, disruptive, or dangerous conduct occurring on or about the facilities and attributable to League or any of its officers, directors, members, coaches, players, volunteers, contractors, agents, spectators, invitees, or guests;

(b) Any conduct or omission by League or any of its officers, directors, members, coaches, players, volunteers, contractors, agents, spectators, invitees, or guests that, in the City's sole and absolute discretion, results in or is reasonably likely to result in public disrepute, scandal, embarrassment, or negative publicity to the City;

(c) Repeated interference with or obstruction of public access to City facilities or property outside of scheduled and City-approved League activities, including any attempt to exclude, restrict, or deter members of the public from lawful use of such facilities;

(d) Failure of League to procure, maintain, or provide proof of any insurance coverage required under this Agreement, including any lapse, cancellation, or material reduction in such coverage;

(e) Any material violation of applicable federal, state, or local law, or any rule, policy, or directive of the City governing use of the facilities.

(f) Use of the facility for an excluded or non-chartered purpose without a separate written facility rental agreement approved by the CITY.

Upon the occurrence of a Cause Event, City may immediately terminate this Agreement, and all rights of League to use the facilities shall cease without further action. League shall immediately vacate the facilities and remove all property at its sole cost and expense.

League expressly waives any right to prior notice, opportunity to cure, administrative review, or claim for damages, lost profits, reliance, or compensation of any kind arising from or related to a suspension or termination under this section.

D. Termination Without Cause.
Any termination of this Agreement by City that is not a termination for cause pursuant to this Section III shall be deemed a "Termination Without Cause." City may terminate this Agreement without cause upon thirty (30) days' prior written notice to League.

Upon delivery of such notice, League shall be entitled to continue its authorized use of the facilities during the notice period, subject at all times to the terms and conditions of this Agreement. Upon expiration of the thirty (30) day notice period, this Agreement shall automatically terminate without further action by either party.

Upon termination, League shall immediately cease all use of the facilities, vacate the premises, and remove all personal property at its sole cost and expense. Any property not removed within the time required by City may, at City's option, be removed, stored, or disposed of by City at League's sole risk and expense.

League acknowledges and agrees that a Termination Without Cause shall not give rise to any claim for damages, lost profits, reliance, reimbursement, or compensation of any kind, and League expressly waives any such claims.

E. Cumulative Remedies.
The rights and remedies provided herein are cumulative and in addition to any other rights or remedies available to City at law or in equity.

XI. Notice
Any notice, demand, request, or other communication required or permitted under this Agreement (collectively, "Notice") shall be in writing and shall be deemed properly given if delivered (i) by hand delivery, (ii) by a nationally recognized overnight courier, or (iii) by United States certified mail, return receipt requested, postage prepaid, addressed as follows:

If to City:
City of HARLINGEN
Attn: City Manager

With a copy to:
PARKS DIRECTOR

TO LEAGUE
Rio Valley Amateur Soccer League – Manuel Cordona
2121 E. Van Buren
Harlingen, TX 78550

Notice shall be deemed effective upon actual delivery if delivered by hand, on the next business day if delivered by overnight courier, or three (3) business days after deposit in the United States mail as provided above. Either party may change its notice address by providing written notice in accordance with this section. Failure to send a copy to the City Attorney shall not invalidate notice to the City but is intended for informational purposes.
Electronic mail (email) shall not constitute effective notice unless expressly acknowledged in writing by the receiving party.

XII. In the event any portion or all of said facility shall he destroyed or damaged by the elements, or other act of God ,or fire , this Agreement shall automatically terminate.

XIII. LEAGUE shall annually furnish to City:

1. A copy of its tax-exempt, non-profit status under Section 501(c) of the United States Internal Revenue Code; and
2. A copy of its Certificate of Incorporation; and
3. A copy of its by-laws; and
4. A list of current Board Members and Officers with email addresses, fax numbers, addresses and phone numbers; and
5. A copy of its annual audited financial statement at the end of the play season; and
6. A copy of its current IRS Form 990; and
7. Minutes of all board meetings; and
8. A copy of background checks of all board members and volunteers. (coaches, scorekeepers, trainers, etc.)

XIV. CONDITION OF PREMISES; DAMAGE; RESTORATION; RISK ALLOCATION

A. Condition of Premises; No Warranty.
The LEAGUE acknowledges that it has inspected the facilities and accepts them in their present condition, "AS IS," without representation or warranty by the CITY, express or implied, as to suitability, fitness, or condition. The CITY makes no warranty that the facilities will remain in any particular condition during the term of this Agreement, and all use is at the LEAGUE's sole risk.

B. Protection of Turf, Infield, Irrigation, and Improvements.
The LEAGUE shall exercise reasonable care to prevent damage to all turf areas, infields, irrigation systems, drainage systems, fencing, lighting, bleachers, dugouts, scoreboards, utilities, and all other improvements located on the premises. The LEAGUE shall not permit overuse of fields under wet conditions, unauthorized vehicle access, staking, drilling, trenching, driving posts, or any ground penetration without prior written approval of the Parks and Recreation Director. The CITY may suspend play or close fields at its sole discretion to prevent damage or allow turf recovery.

C. Responsibility for Damage Beyond Ordinary Wear.
The LEAGUE shall be responsible for and shall promptly reimburse the CITY for the full cost of repair or replacement of any damage to the facilities caused by the LEAGUE, its officers, members, coaches, players, volunteers, vendors, contractors, spectators, or guests, excluding ordinary wear and tear resulting from authorized use. The CITY's determination of whether damage exceeds ordinary wear and tear shall be final unless clearly arbitrary. Any damage arising from use outside the filed Chartered Season dates shall not constitute ordinary wear and tear and shall be fully reimbursable by the LEAGUE, regardless of cause.

D. Restoration Obligation.
Upon termination or expiration of this Agreement, the LEAGUE shall return the facilities to the CITY in substantially the same condition as received, reasonable wear and tear excepted. If restoration is required, the CITY may perform such work and invoice the LEAGUE for all associated costs, including labor, materials, equipment usage, and administrative expenses.

E. No Property Interest; Revocable License.
This Agreement grants only a revocable license to use designated facilities and does not convey any leasehold, possessory, or property interest. The CITY retains exclusive control over the premises at all times. Any improvements, fixtures, or attachments installed by the LEAGUE shall become the property of the CITY unless otherwise expressly agreed in writing.

F. Risk of Loss; No City Liability for Property.
The CITY shall not be responsible for loss, theft, or damage to equipment, inventory, concession supplies, signage, or personal property belonging to the LEAGUE or any third party. All such property is stored and used at the LEAGUE's sole risk.

G. Compliance With Safety and Field Protection Directives.
The LEAGUE shall immediately comply with any directive issued by the Parks and Recreation Director concerning field preservation, safety protocols, weather-related closures, or corrective maintenance practices. Failure to comply shall constitute a material breach of this Agreement.

H. Environmental and Hazardous Materials.
The LEAGUE shall not store, release, or dispose of fuel, chemicals, fertilizers, herbicides, cleaning solvents, or hazardous substances on CITY property without prior written approval. Any contamination caused by the LEAGUE shall be promptly remediated at its sole expense.

I. Field Recovery Periods.
The CITY reserves the right to impose rest periods, limit tournament scheduling, cap game counts, or restrict consecutive usage days in order to protect turf integrity and irrigation systems. Such determinations shall be within the CITY's sole discretion and shall not constitute a breach of this Agreement.

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

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

Agreed and approved by the undersigned partied on the _7th__ day of October, 2026 in Harlingen, Cameron County, Texas.

CITY OF HARLINGEN

BY: _____
Gabriel Gonzalez, CPM, City Manager

RIO VALLEY AMATEUR SOCCER LEAGUE

BY: _____
LEAGUE REPRESENTATIVE

7L

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **October 7, 2026**

Agenda Item:

Consider and take action to approve a Facility Usage Agreement between the City of Harlingen and HC Athletics/HASL.

Prepared By: Juan Mendiola III
Title: Director of Parks and Recreation
Signature:

Summary:

Summary

Consider and take action to approve a Facility Usage Agreement between the City of Harlingen and HC Athletics/HASL for use of 1–2 fields at the Harlingen Soccer Complex on Sundays, from 9:00 a.m. to 3:00 p.m., during the League's approved chartered season, and authorize the City Manager to execute the agreement.

All required documents from the HC Athletics/HASL are on file with the City Parks and Recreation office including their current list of board members, the league by-laws, a copy of their 501c3 certification status, and Certificate of Insurance.

The Park and Recreation Advisory Board met on September 22, 2026, and voted to recommend approving the agreement with standard conditions for an additional year.

Staff is recommending approval of this agreement as presented.

Staff Recommendation:

Staff recommends approval of the contract as presented and authorize the City Manager to execute the agreement.

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

Comments:

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

STATE OF TEXAS §

§

CITY OF HARLINGEN §

FACILITY USAGE AGREEMENT FOR
HC ATHLETICS/HASL

I. This Facility Usage Agreement is hereby entered into this 7th day of October, 2026. between the CITY OF HARLINGEN, a Municipal Corporation situated in Cameron County, Texas, and acting herein by and through its duly authorized City Manager hereinafter designated as CITY, and _HC ATHLETICS/HASL, hereinafter designated as the LEAGUE.

II. **License:** The CITY hereby grants a revocable non-exclusive license to the LEAGUE for athletic play during the term of this Agreement as follows:

a.) Location: Harlingen Soccer Complex. 1-2 Field(s).

b.) Days: Sundays - only during the LEAGUE's official Chartered Season, on the days shown in the schedule filed with and approved by the Parks and Recreation Director.

c.) Hours: 9 am – 3 pm -only during the scheduled hours for Chartered Season games and practices shown in the schedule filed with and approved by the Parks and Recreation Director.

The License is solely for fields/facilities specifically identified in this License. All green space at city parks are open and available to the public on a first-come, first-served basis. For purposes of this Agreement, "Chartered Season" means the official season established and sanctioned for the LEAGUE by its national governing body and confirmed by written documentation filed with the CITY, including the LEAGUE's

current charter and that season's official start and end dates. The license granted under this Agreement applies only during the dates confirmed in that documentation and does not authorize the LEAGUE's activities generally.

For purposes of this Agreement, the LEAGUE shall designate one (1) national governing or sanctioning body for each sport covered by this Agreement. Only the charter and official season dates issued by that designated governing or sanctioning body shall be recognized by the CITY in determining the LEAGUE's Chartered Season. Affiliation with, membership in, or obtaining a charter or sanction from any additional governing or sanctioning body shall not establish an additional Chartered Season or extend the dates of facility use authorized under this Agreement. Any additional seasonal use outside the recognized Chartered Season shall require written approval by the Parks and Recreation Director pursuant to Section IV.P.

III. Term: The term of the Agreement will commence on the 8th day of October, 2026 and will terminate on the 30th day of September, 2027. This Agreement may not be extended and will require a new license from the City of Harlingen.

IV. Consideration: In consideration of the mutual covenants and agreements contained herein, including but not limited to the CITY's grant of a revocable non-exclusive license to use public facilities, and LEAGUE's agreement to comply with all terms, conditions, restrictions, indemnities, and waivers set forth in this Agreement, the parties agree the following constitute fair and reasonable consideration;

a) LEAGUE shall pay to CITY the sum of One Dollar ($1.00). Said sum shall be payable to the CITY at the office of the Parks and Recreation Director of said CITY at 502 E. Tyler, Harlingen, Texas, 78550, (956) 216-5952 at the time of execution of this Agreement.

b.) LEAGUE shall comply with all operational, maintenance, insurance, and indemnity obligations;

c.) LEAGUE shall assume all risks associated with use of the facilities; and LEAGUE express waivers and releases set forth in this Agreement.

d.) LEAGUE acknowledges and agrees that its execution of this Agreement, including its agreement to the termination provisions, limitation of liability, waiver of claims, and release of CITY, constitutes a material and bargained-for component of the consideration supporting this Agreement.

V. Conditions: This license is expressly subject to the following terms and conditions:

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

B. The basic use of said facility by the LEAGUE shall be for the purpose of promoting, training and playing adult soccer and the operation of the concessions incidental to such activities.

C. LEAGUE will not use the facility for any activities other than the basic use described above and scheduled Chartered Season activities without prior consent of the Parks and Recreation Director. Excluded uses include: (a) any independently organized, in-house, travel, select, or all-star league or tournament that is not part of the sanctioned Chartered Season; (b) practices, tryouts, or workouts held outside the filed Chartered Season dates; and (c) any other non-chartered activity. Any excluded use requires a separate written facility rental agreement with the CITY at the CITY's then-current standard rental rates and is not covered by this Agreement. Use of the facility for an excluded purpose without a separate written facility rental agreement constitutes a material breach of this Agreement.

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

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

1. Alcoholic beverages in all Municipal Parks are prohibited.
2. Sale of any items in glass containers is prohibited.

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

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

H. CITY shall have the right to make the facility available, subject to the approved LEAGUE schedule (inclusive of any rainout or other rescheduled dates), to any CITY, school, civic group, or association which desires the use of said facility for any event or program for CITY, non-profit, and/or charitable purposes; provided that any such use shall not conflict with a previously scheduled game or other permitted event or program. Use of a facility for the above-mentioned uses shall be subject to CITY policies regarding such activities and to prior approval by Parks and Recreation Director.

I. LEAGUE shall take the licensed premises as is and with all faults.

J. CITY shall have the right to take over/use any of these facilities in the event of public necessity, declared emergency, or other public need.

K. The LEAGUE shall bear all costs incidental to operation of said the LEAGUE hereunder except as noted below:

1. CITY shall maintain grass facility areas by providing watering, fertilizing, and mowing. Said services shall be provided only on normal work days and during normal work hours. The CITY shall square, and mark fields at the beginning of the season and the LEAGUE shall drag and/or mark fields from that point forward. The Exceptions to the provisions in this paragraph "1." shall be for the LEAGUE sponsored regional and/or national tournaments as deemed appropriate by the Parks and Recreation Director. Said tournaments shall be of a nature that has both an economic and tourism impact on the City.
2. Where installed, CITY agrees to provide utilities (except as noted in #3 below); maintain goals, lights, fence and bleachers.

3. If applicable, the LEAGUE shall maintain, at the LEAGUE expense, any scoreboard, if present, its attendant cables, controls, etc. and the LEAGUE shall own and maintain, at its expense, any public address system used.
4. The LEAGUE shall provide at own expense (when applicable), umpires, officials, scoreboard operators.
5. The LEAGUE is responsible for picking-up any and all trash generated or created by any aspect of the LEAGUE operation and use of CITY facilities, including, but not limited to, attendance at LEAGUE events and concession sales.
6. If applicable, the LEAGUE is responsible for cleaning and minor plumbing issues (i.e. clogs in sinks, urinals, or toilets) at facility restrooms and concessions including before, during and after league games, tournaments and any other club associated events, except restrooms not under the exclusive control of the league. The LEAGUE shall provide restroom cleaning supplies paper products, and hand soap for dispensers.
7. In the event of storms, hurricanes, high winds, or any other act of God, the LEAGUE is responsible for the removal of all their signage and sponsor boards from fences at their designated areas of play or operation.
8. The LEAGUE shall submit yearly composition of board to include one Parent/Participant representative. (City representative will be allowed to attend.)
9. The LEAGUE shall conduct 2 in season board meetings open to the public/participants/parents.
10. The LEAGUE is recommended to submit a bid to their affiliated association for (1) regional tournament per calendar year.

L. Lights used during practice must be turned off no later than 10:00 p.m. Failure to comply with this provision of the Agreement will result in either the LEAGUE being charged for electrical use for the month in which the infraction occurred or forfeiture of the Agreement and the Leagues ability to use the Facilities. These

conditions do not pertain to tournament play. Tournament play dates must be provided to the Parks and Recreation Director at least two weeks before the tournament is scheduled to commence. Use of lights is only for in-season games/practices/tournaments. Any other usage must be requested prior and approved by the Parks and Recreation Director.

M. If entry fees (gate) are to be charged to those attending league events at the Facility, they may only include tournaments and game play, and such fees shall not exceed the following amounts:

1. Participants in that day's tournament or game play (players, cheerleaders, etc) shall not be charged fee;
2. Persons eleven (11) years of age and younger shall be charged no more than one dollar ($1.00) per day;
3. Persons twelve (12) years of age and older shall be charged no more than two dollars ($2.00) per day.

N. Reservation of City Authority and Licensee Obligations

1. The Parks and Recreation Director may override or modify the LEAGUE's schedule to allow public access, City programs, or other uses in the community's best interest. All facilities are owned by the CITY. The CITY retains ultimate authority over access and use at all times.
2. Use is limited to Chartered Season activities and approved concessions unless otherwise authorized through a separate written facility rental agreement with the CITY.
3. The LEAGUE shall not interfere with citizen access to open areas or other portions of the facility not assigned for scheduled league play or practice.
4. The LEAGUE is responsible for the behavior of officers, members, coaches, players, volunteers, spectators, and guests. Any misconduct, unlawful behavior, or negative impact on the CITY is a breach of this Agreement.

O. Communication With City Employees; Outside Employment. The LEAGUE, its officers, coaches, volunteers, representatives, and members shall not direct, supervise, assign work to, or otherwise exercise authority over CITY employees. During CITY employees' scheduled work hours, all requests for maintenance, field preparation, facility access, repairs, scheduling, or other CITY services shall be directed through the Parks and Recreation Director or his/her designee. Nothing in this Agreement prohibits a CITY employee from separately working for, volunteering with, or providing services to the LEAGUE outside of the employee's scheduled CITY work hours, provided such activity complies with all applicable CITY personnel policies, outside-employment requirements, conflict-of-interest requirements, and supervisory approvals. Any such activity shall be performed solely in the employees' private capacity and shall not constitute work performed on behalf of the CITY.

P. Additional Seasonal Use. Notwithstanding the foregoing, the Parks and Recreation Director may, in his/her discretion, authorize the LEAGUE to conduct one additional seasonal period outside of its official Chartered Season. Any such authorization must be in writing and shall specify tbe approved dates, facilities, days, and hours of use. Additional seasonal use shall be subject to facility availability, field conditions, scheduled CITY programs and events, maintenance requirements, and all other terms and conditions of this Agreement. Approval of an additional seasonal period shall not create any continuing, exclusive, or vested right to use CITY facilities and may be modified, suspended, or revoked by the Parks and Recreation Director.

VI. No later than ten (10) working days prior to the Start Date of the Agreement, the LEAGUE shall file with the CITY a schedule showing the dates and times that the facility will be used for practices, regularly scheduled games or races, ceremonies, or other activities for the first three months of the year. Schedule updates will be submitted every ninety (90) days thereafter. The schedule and any updates shall be subject to review as per Section IV.A. of this agreement. Additionally, the LEAGUE shall file with the CITY a roster or list of registrants, including names

and home addresses. The LEAGUE shall, as soon as practical, notify CITY of any race or practice rescheduling and dates for major races or practices on said premises. No later than ten (10) working days before each Chartered Season begins, the LEAGUE shall also file written documentation from its national governing body confirming the LEAGUE's current charter and that season's official start and end dates. Facility access under this Agreement is limited to the dates confirmed in the filed documentation and the schedule approved by the Parks and Recreation Director.

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

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

B. Nothing herein shall prevent the CITY from making improvements to a facility at CITY'S expense, if the CITY shall see fit to do so.

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

VIII. The LEAGUE shall carry valid and collectible Commercial General Liability (CGL) insurance, naming the CITY OF HARLINGEN as an additional insured, for not less than Two Million ($2,000,000.00) Dollars aggregate and One Million ($1,000,000.00) each occurrence for bodily injury or death and Five Hundred Thousand and No/100 ($500,000.00) Dollars each

occurrence for property damage. Such insurance policy shall provide that the same cannot be canceled unless thirty (30) days written notice of such cancellation has been given to CITY. If such policy is canceled or expires during the term of this Agreement, the LEAGUE shall forthwith discontinue the use of said facility unless and until a policy in the amounts hereinabove provided is obtained and presented to the Parks and Recreation Director of the City of Harlingen, Texas. A copy of said insurance policy shall be submitted to the Risk Manager of Harlingen for review prior to the execution of this Agreement by CITY.

IX. Indemnification and Defense.

TO THE FULLEST EXTENT PERMITTED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS, INCLUDING WITHOUT LIMITATION TEXAS CIVIL PRACTICE AND REMEDIES CODE § 127.001 ET SEQ. AND APPLICABLE MUNICIPAL LAW, LEAGUE SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CITY, ITS ELECTED OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "CITY INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LOSSES, LIABILITIES, LIENS, JUDGMENTS, PENALTIES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, COURT COSTS, AND EXPERT FEES) OF EVERY KIND AND CHARACTER, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE, INCLUDING CLAIMS FOR BODILY INJURY, PERSONAL INJURY, SICKNESS, DISEASE, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO: (A) THE USE, OCCUPANCY, OR CONDITION OF THE FACILITIES; (B) ANY ACT OR OMISSION OF LEAGUE OR ITS OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS, CONTRACTORS, PARTICIPANTS, OR INVITEES; OR (C) ANY ACTIVITY CONDUCTED BY OR ON BEHALF OF LEAGUE UNDER THIS AGREEMENT. SUCH INDEMNITY SHALL APPLY REGARDLESS OF WHETHER ANY SUCH CLAIM, DAMAGE, LOSS, OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, WHETHER SOLE, CONCURRENT, COMPARATIVE, OR CONTRIBUTORY, STRICT LIABILITY, OR OTHER FAULT OF ANY CITY INDEMNIFIED PARTY; PROVIDED, HOWEVER, THAT NOTHING HEREIN SHALL BE CONSTRUED TO REQUIRE LEAGUE TO INDEMNIFY OR HOLD HARMLESS ANY CITY INDEMNIFIED PARTY FROM LIABILITY ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH CITY INDEMNIFIED PARTY, TO THE EXTENT PROHIBITED BY TEXAS LAW. IT IS THE EXPRESS INTENT OF THE PARTIES THAT THIS INDEMNITY PROVISION COMPLIES WITH THE "EXPRESS NEGLIGENCE DOCTRINE" AND THE "CONSPICUOUSNESS REQUIREMENT" UNDER TEXAS LAW, AND THAT LEAGUE IS OBLIGATED TO INDEMNIFY THE CITY INDEMNIFIED PARTIES FOR THEIR OWN NEGLIGENCE, WHETHER SUCH

NEGLIGENCE IS THE SOLE OR A CONCURRENT CAUSE OF THE CLAIM OR DAMAGE, SUBJECT ONLY TO THE LIMITATIONS EXPRESSLY SET FORTH HEREIN. LEAGUE SHALL, AT ITS SOLE COST AND EXPENSE, DEFEND ANY CLAIM OR ACTION BROUGHT AGAINST ANY CITY INDEMNIFIED PARTY WITH COUNSEL ACCEPTABLE TO CITY, AND CITY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO PARTICIPATE IN SUCH DEFENSE AT ITS OWN EXPENSE. LEAGUE SHALL NOT SETTLE ANY CLAIM IN A MANNER THAT IMPOSES LIABILITY OR OBLIGATIONS ON ANY CITY INDEMNIFIED PARTY WITHOUT THE PRIOR WRITTEN CONSENT OF CITY. THE OBLIGATIONS OF LEAGUE UNDER THIS SECTION SHALL NOT BE LIMITED BY THE AMOUNT OR TYPE OF INSURANCE REQUIRED UNDER THIS AGREEMENT OR OTHERWISE CARRIED BY LEAGUE, AND SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. HOWEVER, TO THE EXTENT REQUIRED BY APPLICABLE LAW OR EXPRESSLY AGREED ELSEWHERE IN THIS AGREEMENT, LEAGUE'S DUTY TO INDEMNIFY MAY BE LIMITED TO THE COVERAGE AND PROCEEDS AVAILABLE UNDER THE INSURANCE POLICIES REQUIRED TO BE MAINTAINED BY LEAGUE AND APPROVED BY CITY. LEAGUE SHALL MAINTAIN IN FULL FORCE AND EFFECT ALL INSURANCE REQUIRED BY THIS AGREEMENT, AND FAILURE TO MAINTAIN SUCH COVERAGE SHALL CONSTITUTE A MATERIAL BREACH. IN THE EVENT OF ANY LAPSE, CANCELLATION, OR REDUCTION IN COVERAGE, CITY SHALL HAVE THE IMMEDIATE RIGHT TO SUSPEND OR TERMINATE LEAGUE'S USE OF THE FACILITIES UNTIL SATISFACTORY PROOF OF COMPLIANT INSURANCE IS PROVIDED AND APPROVED BY CITY'S RISK MANAGEMENT.

X. Termination

Suspension and Termination

A. Nature of Interest; No Vested Rights.
This Agreement grants only a revocable license to use City facilities and does not convey any leasehold, property interest, or vested right of any kind. League acknowledges that its rights under this Agreement are permissive only and subject at all times to the superior rights of City to control, manage, and use its facilities for public purposes.

B. Summary Suspension.
City may, in its sole and absolute discretion, immediately suspend League's use of all or any portion of the facilities, without prior notice, opportunity to cure, or hearing, upon a good-faith determination that: (i) a condition or conduct exists that poses a threat to public health, safety, or welfare; (ii) a violation of this Agreement or applicable law has occurred or is reasonably likely to occur; or (iii) a Cause Event (as defined below) has occurred or is reasonably likely to occur. Such suspension shall be effective immediately upon verbal or written notice from City and shall remain in effect until City determines, in its sole discretion, that the condition giving rise to the

suspension has been remedied or no longer exists. During any period of suspension, League shall cease all use of the facilities and shall not be entitled to any compensation, credit, or damages of any kind. City's exercise of its rights under this subsection shall not constitute a waiver of any other rights or remedies, including termination.

C. **Termination for Cause.** City may terminate this Agreement immediately, without prior notice, opportunity to cure, or hearing, upon the occurrence of any one or more of the following events (each, a "Cause Event"):

(a) Any act of violence, threat of violence, illegal activity, or disorderly, disruptive, or dangerous conduct occurring on or about the facilities and attributable to League or any of its officers, directors, members, coaches, players, volunteers, contractors, agents, spectators, invitees, or guests;

(b) Any conduct or omission by League or any of its officers, directors, members, coaches, players, volunteers, contractors, agents, spectators, invitees, or guests that, in the City's sole and absolute discretion, results in or is reasonably likely to result in public disrepute, scandal, embarrassment, or negative publicity to the City;

(c) Repeated interference with or obstruction of public access to City facilities or property outside of scheduled and City-approved League activities, including any attempt to exclude, restrict, or deter members of the public from lawful use of such facilities;

(d) Failure of League to procure, maintain, or provide proof of any insurance coverage required under this Agreement, including any lapse, cancellation, or material reduction in such coverage;

(e) Any material violation of applicable federal, state, or local law, or any rule, policy, or directive of the City governing use of the facilities.

(f) Use of the facility for an excluded or non-chartered purpose without a separate written facility rental agreement approved by the CITY.

Upon the occurrence of a Cause Event, City may immediately terminate this Agreement, and all rights of League to use the facilities shall cease without further action. League shall immediately vacate the facilities and remove all property at its sole cost and expense.

League expressly waives any right to prior notice, opportunity to cure, administrative review, or claim for damages, lost profits, reliance, or compensation of any kind arising from or related to a suspension or termination under this section.

D. Termination Without Cause.
Any termination of this Agreement by City that is not a termination for cause pursuant to this Section III shall be deemed a "Termination Without Cause." City may terminate this Agreement without cause upon thirty (30) days' prior written notice to League.

Upon delivery of such notice, League shall be entitled to continue its authorized use of the facilities during the notice period, subject at all times to the terms and conditions of this Agreement. Upon expiration of the thirty (30) day notice period, this Agreement shall automatically terminate without further action by either party.

Upon termination, League shall immediately cease all use of the facilities, vacate the premises, and remove all personal property at its sole cost and expense. Any property not removed within the time required by City may, at City's option, be removed, stored, or disposed of by City at League's sole risk and expense.

League acknowledges and agrees that a Termination Without Cause shall not give rise to any claim for damages, lost profits, reliance, reimbursement, or compensation of any kind, and League expressly waives any such claims.

E. Cumulative Remedies.
The rights and remedies provided herein are cumulative and in addition to any other rights or remedies available to City at law or in equity.

XI. Notice
Any notice, demand, request, or other communication required or permitted under this Agreement (collectively, "Notice") shall be in writing and shall be deemed properly given if delivered (i) by hand delivery, (ii) by a nationally recognized overnight courier, or (iii) by United States certified mail, return receipt requested, postage prepaid, addressed as follows:

If to City:
City of HARLINGEN
Attn: City Manager

With a copy to:
PARKS DIRECTOR

TO LEAGUE
Cirilo M. Cacique
722 Palm Court Dr.
Harlingen, TX 78552

Notice shall be deemed effective upon actual delivery if delivered by hand, on the next business day if delivered by overnight courier, or three (3) business days after deposit in the United States mail as provided above. Either party may change its notice address by providing written notice in accordance with this section. Failure to send a copy to the City Attorney shall not invalidate notice to the City but is intended for informational purposes.
Electronic mail (email) shall not constitute effective notice unless expressly acknowledged in writing by the receiving party.

XII. In the event any portion or all of said facility shall be destroyed or damaged by the elements, or other act of God ,or fire , this Agreement shall automatically terminate.

XIII. LEAGUE shall annually furnish to City:

1. A copy of its tax-exempt, non-profit status under Section 501(c) of the United States Internal Revenue Code; and
2. A copy of its Certificate of Incorporation; and
3. A copy of its by-laws; and
4. A list of current Board Members and Officers with email addresses, fax numbers, addresses and phone numbers; and
5. A copy of its annual audited financial statement at the end of the play season; and
6. A copy of its current IRS Form 990; and
7. Minutes of all board meetings; and
8. A copy of background checks of all board members and volunteers. (coaches, scorekeepers, trainers, etc.)

XIV. CONDITION OF PREMISES; DAMAGE; RESTORATION; RISK ALLOCATION

A. Condition of Premises; No Warranty.
The LEAGUE acknowledges that it has inspected the facilities and accepts them in their present condition, "AS IS," without representation or warranty by the CITY, express or implied, as to suitability, fitness, or condition. The CITY makes no warranty that the facilities will remain in any particular condition during the term of this Agreement, and all use is at the LEAGUE's sole risk.

B. Protection of Turf, Infield, Irrigation, and Improvements.
The LEAGUE shall exercise reasonable care to prevent damage to all turf areas, infields, irrigation systems, drainage systems, fencing, lighting, bleachers, dugouts, scoreboards, utilities, and all other improvements located on the premises. The LEAGUE shall not permit overuse of

fields under wet conditions, unauthorized vehicle access, staking, drilling, trenching, driving posts, or any ground penetration without prior written approval of the Parks and Recreation Director. The CITY may suspend play or close fields at its sole discretion to prevent damage or allow turf recovery.

C. Responsibility for Damage Beyond Ordinary Wear.
The LEAGUE shall be responsible for and shall promptly reimburse the CITY for the full cost of repair or replacement of any damage to the facilities caused by the LEAGUE, its officers, members, coaches, players, volunteers, vendors, contractors, spectators, or guests, excluding ordinary wear and tear resulting from authorized use. The CITY's determination of whether damage exceeds ordinary wear and tear shall be final unless clearly arbitrary. Any damage arising from use outside the filed Chartered Season dates shall not constitute ordinary wear and tear and shall be fully reimbursable by the LEAGUE, regardless of cause.

D. Restoration Obligation.
Upon termination or expiration of this Agreement, the LEAGUE shall return the facilities to the CITY in substantially the same condition as received, reasonable wear and tear excepted. If restoration is required, the CITY may perform such work and invoice the LEAGUE for all associated costs, including labor, materials, equipment usage, and administrative expenses.

E. No Property Interest; Revocable License.
This Agreement grants only a revocable license to use designated facilities and does not convey any leasehold, possessory, or property interest. The CITY retains exclusive control over the premises at all times. Any improvements, fixtures, or attachments installed by the LEAGUE shall become the property of the CITY unless otherwise expressly agreed in writing.

F. Risk of Loss; No City Liability for Property.
The CITY shall not be responsible for loss, theft, or damage to equipment, inventory, concession supplies, signage, or personal property belonging to the LEAGUE or any third party. All such property is stored and used at the LEAGUE's sole risk.

G. Compliance With Safety and Field Protection Directives.
The LEAGUE shall immediately comply with any directive issued by the Parks and Recreation Director concerning field preservation, safety protocols, weather-related closures, or corrective maintenance practices. Failure to comply shall constitute a material breach of this Agreement.

H. Environmental and Hazardous Materials.
The LEAGUE shall not store, release, or dispose of fuel, chemicals, fertilizers, herbicides, cleaning solvents, or hazardous substances on CITY property without prior written approval. Any contamination caused by the LEAGUE shall be promptly remediated at its sole expense.

I. Field Recovery Periods.
The CITY reserves the right to impose rest periods, limit tournament scheduling, cap game counts, or restrict consecutive usage days in order to protect turf integrity and irrigation systems. Such determinations shall be within the CITY's sole discretion and shall not constitute a breach of this Agreement.

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

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

Agreed and approved by the undersigned partied on the 7th day of October, 2026 in Harlingen, Cameron County, Texas.

CITY OF HARLINGEN

BY: _____
Gabriel Gonzalez, CPM, City Manager

HC ATHLETICS/HASL

BY: _____
LEAGUE REPRESENTATIVE

7 m

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **October 7, 2026**

Agenda Item:

Consider and take action to approve a Facility Use Agreement between the City of Harlingen and Harlingen United Futbol Club.

Prepared By: Juan Mendiola III
Title: Director of Parks and Recreation
Signature:

Summary:

Summary

Consider and take action to approve a Facility Use Agreement between the City of Harlingen and Harlingen United Futbol Club for use of Soccer Fields 1-10 at the Harlingen Soccer Complex, Monday through Friday and Saturday mornings, and authorize the City Manager to execute the agreement.

All required documents from the Harlingen United Futbol Club are on file with the City Parks and Recreation office including their current list of board members, the league by-laws, a copy of their 501c3 certification status, and Certificate of Insurance.

The Park and Recreation Advisory Board met on September 22, 2026, and voted to recommend approving the agreement with standard conditions for an additional year.

Staff is recommending approval of this agreement as presented.

Staff Recommendation:

Staff recommends approval of the contract as presented and authorize the City Manager to execute the agreement.

City Manager's approval: CG Yes No N/A

Comments:

City Attorney's approval: Yes No N/A

form revised 04/29/09

STATE OF TEXAS §

§

CITY OF HARLINGEN §

FACILITY USAGE AGREEMENT FOR
HARLINGEN UNITED FC

I. This Facility Usage Agreement is hereby entered into this 7th day of October, 2026. between the CITY OF HARLINGEN, a Municipal Corporation situated in Cameron County, Texas, and acting herein by and through its duly authorized City Manager hereinafter designated as CITY, and HARLINGEN UNITED FC, hereinafter designated as the LEAGUE.

II. **License:** The CITY hereby grants a revocable non-exclusive license to the LEAGUE for athletic play during the term of this Agreement as follows:

a.) Location: Harlingen Soccer Complex. 1-10 Field(s).

b.) Days: Monday-Friday & Saturday morning - only during the LEAGUE's official Chartered Season, on the days shown in the schedule filed with and approved by the Parks and Recreation Director.

c.) Hours: Only during the scheduled hours for Chartered Season games and practices shown in the schedule filed with and approved by the Parks and Recreation Director.

The License is solely for fields/facilities specifically identified in this License. All green space at city parks are open and available to the public on a first-come, first-served basis. For purposes of this Agreement, "Chartered Season" means the official season established and sanctioned for the LEAGUE by its national governing body and confirmed by written documentation filed with the CITY, including the LEAGUE's

current charter and that season's official start and end dates. The license granted under this Agreement applies only during the dates confirmed in that documentation and does not authorize the LEAGUE's activities generally.

For purposes of this Agreement, the LEAGUE shall designate one (1) national governing or sanctioning body for each sport covered by this Agreement. Only the charter and official season dates issued by that designated governing or sanctioning body shall be recognized by the CITY in determining the LEAGUE's Chartered Season. Affiliation with, membership in, or obtaining a charter or sanction from any additional governing or sanctioning body shall not establish an additional Chartered Season or extend the dates of facility use authorized under this Agreement. Any additional seasonal use outside the recognized Chartered Season shall require written approval by the Parks and Recreation Director pursuant to Section IV.P.

III. Term: The Fall term of the Agreement will commence on the 8th day of October 2026 and will terminate on the 15th day of December 2026. The Spring term of the Agreement will commence on the 1st day of February 2027 and will terminate on the 31st day of May 2027. This Agreement may not be extended and will require a new license from the City of Harlingen.

IV. Consideration: In consideration of the mutual covenants and agreements contained herein, including but not limited to the CITY's grant of a revocable non-exclusive license to use public facilities, and LEAGUE's agreement to comply with all terms, conditions, restrictions, indemnities, and waivers set forth in this Agreement, the parties agree the following constitute fair and reasonable consideration;

a) LEAGUE shall pay to CITY the sum of One Dollar ($1.00). Said sum shall be payable to the CITY at the office of the Parks and Recreation Director of said CITY at 502 E. Tyler, Harlingen, Texas, 78550, (956) 216-5952 at the time of execution of this Agreement.

b.) LEAGUE shall comply with all operational, maintenance, insurance, and indemnity obligations;

c.) LEAGUE shall assume all risks associated with use of the facilities; and LEAGUE express waivers and releases set forth in this Agreement.

d.) LEAGUE acknowledges and agrees that its execution of this Agreement, including its agreement to the termination provisions, limitation of liability, waiver of claims, and release of CITY, constitutes a material and bargained-for component of the consideration supporting this Agreement.

V. Conditions: This license is expressly subject to the following terms and conditions:

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

B. The basic use of said facility by the LEAGUE shall be for the purpose of promoting, training and playing youth soccer and the operation of the concession's incidental to such activities.

C. LEAGUE will not use the facility for any activities other than the basic use described above and scheduled Chartered Season activities without prior consent of the Parks and Recreation Director. Excluded uses include: (a) any independently organized, in-house, travel, select, or all-star league or tournament that is not part of the sanctioned Chartered Season; (b) practices, tryouts, or workouts held outside the filed Chartered Season dates; and (c) any other non-chartered activity. Any excluded use requires a separate written facility rental agreement with the CITY at the CITY's then-current standard rental rates and is not covered by this Agreement. Use of the facility for an excluded purpose without a separate written facility rental agreement constitutes a material breach of this Agreement.

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

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

1. Alcoholic beverages in all Municipal Parks are prohibited.
2. Sale of any items in glass containers is prohibited.

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

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

H. CITY shall have the right to make the facility available, subject to the approved LEAGUE schedule (inclusive of any rainout or other rescheduled dates), to any CITY, school, civic group, or association which desires the use of said facility for any event or program for CITY, non-profit, and/or charitable purposes; provided that any such use shall not conflict with a previously scheduled game or other permitted event or program. Use of a facility for the above-mentioned uses shall be subject to CITY policies regarding such activities and to prior approval by Parks and Recreation Director.

I. LEAGUE shall take the licensed premises as is and with all faults.

J. CITY shall have the right to take over/use any of these facilities in the event of public necessity, declared emergency, or other public need.

K. The LEAGUE shall bear all costs incidental to operation of said the LEAGUE hereunder except as noted below:

1. CITY shall maintain grass facility areas by providing watering, fertilizing, and mowing. Said services shall be provided only on normal work days and during normal work hours. The CITY shall square, and mark fields at the beginning of the season and the LEAGUE shall drag and/or mark fields from that point forward. The Exceptions to the provisions in this paragraph "1." shall he for the LEAGUE sponsored regional and/or national tournaments as deemed appropriate by the Parks and Recreation Director. Said tournaments shall be of a nature that has both an economic and tourism impact on the City.

2. Where installed. CITY agrees to provide utilities (except as noted in #3 below); maintain goals, lights, fence and bleachers.
3. If applicable, the LEAGUE shall maintain, at the LEAGUE expense, any scoreboard, if present, its attendant cables, controls, etc. and the LEAGUE shall own and maintain, at its expense, any public address system used.
4. The LEAGUE shall provide at own expense (when applicable), umpires, officials, scoreboard operators.
5. The LEAGUE is responsible for picking-up any and all trash generated or created by any aspect of the LEAGUE operation and use of CITY facilities, including, but not limited to, attendance at LEAGUE events and concession sales.
6. If applicable, the LEAGUE is responsible for cleaning and minor plumbing issues (i.e. clogs in sinks, urinals, or toilets) at facility restrooms and concessions including before, during and after league games, tournaments and any other club associated events, except restrooms not under the exclusive control of the league. The LEAGUE shall provide restroom cleaning supplies paper products, and hand soap for dispensers.
7. In the event of storms, hurricanes, high winds, or any other act of God, the LEAGUE is responsible for the removal of all their signage and sponsor boards from fences at their designated areas of play or operation.
8. The LEAGUE shall submit yearly composition of board to include one Parent/Participant representative. (City representative will be allowed to attend.)
9. The LEAGUE shall conduct 2 in season board meetings open to the public/participants/parents.
10. The LEAGUE is recommended to submit a bid to their affiliated association for (1) regional tournament per calendar year.

L. Lights used during practice must be turned off no later than 10:00 p.m. Failure to comply with this provision of the Agreement will result in either the LEAGUE

being charged for electrical use for the month in which the infraction occurred or forfeiture of the Agreement and the Leagues ability to use the Facilities. These conditions do not pertain to tournament play. Tournament play dates must be provided to the Parks and Recreation Director at least two weeks before the tournament is scheduled to commence. Use of lights is only for in-season games/practices/tournaments. Any other usage must be requested prior and approved by the Parks and Recreation Director.

M. If entry fees (gate) are to be charged to those attending league events at the Facility, they may only include tournaments and game play, and such fees shall not exceed the following amounts:

1. Participants in that day's tournament or game play (players, cheerleaders, etc) shall not be charged fee;
2. Persons eleven (11) years of age and younger shall be charged no more than one dollar ($1.00) per day;
3. Persons twelve (12) years of age and older shall he charged no more than two dollars ($2.00) per day.

N. Reservation of City Authority and Licensee Obligations

1. The Parks and Recreation Director may override or modify the LEAGUE's schedule to allow public access, City programs, or other uses in the community's best interest. All facilities are owned by the CITY. The CITY retains ultimate authority over access and use at all times.
2. Use is limited to Chartered Season activities and approved concessions unless otherwise authorized through a separate written facility rental agreement with the CITY.
3. The LEAGUE shall not interfere with citizen access to open areas or other portions of the facility not assigned for scheduled league play or practice.
4. The LEAGUE is responsible for the behavior of officers, members, coaches, players, volunteers, spectators, and guests. Any misconduct, unlawful behavior, or negative impact on the CITY is a breach of this Agreement.

O. Communication With City Employees; Outside Employment. The LEAGUE, its officers, coaches, volunteers, representatives, and members shall not direct, supervise, assign work to, or otherwise exercise authority over CITY employees. During CITY employees scheduled work hours, all requests for maintenance, field preparation, facility access, repairs, scheduling, or other CITY services shall be directed through the Parks and Recreation Director or his/her designee. Nothing in this Agreement prohibits a CITY employee from separately working for, volunteering with, or providing services to the LEAGUE outside of the employee's scheduled CITY work hours, provided such activity complies with all applicable CITY personnel policies, outside-employment requirements, conflict-of-interest requirements, and supervisory approvals. Any such activity shall be performed solely in the employees' private capacity and shall not constitute work performed on behalf of the CITY.

P. Additional Seasonal Use. Notwithstanding the foregoing, the Parks and Recreation Director may, in his/her discretion, authorize the LEAGUE to conduct one additional seasonal period outside of its official Chartered Season. Any such authorization must be in writing and shall specify the approved dates, facilities, days, and hours of use. Additional seasonal use shall be subject to facility availability, field conditions, scheduled CITY programs and events, maintenance requirements, and all other terms and conditions of this Agreement. Approval of an additional seasonal period shall not create any continuing, exclusive, or vested right to use CITY facilities and may be modified, suspended, or revoked by the Parks and Recreation Director.

VI. No later than ten (10) working days prior to the Start Date of the Agreement, the LEAGUE shall file with the CITY a schedule showing the dates and times that the facility will be used for practices, regularly scheduled games or races, ceremonies, or other activities for the first three months of the year. Schedule updates will be submitted every ninety (90) days thereafter. The

schedule and any updates shall be subject to review as per Section IV.A. of this agreement. Additionally, the LEAGUE shall file with the CITY a roster or list of registrants, including names and home addresses. The LEAGUE shall, as soon as practical, notify CITY of any race or practice rescheduling and dates for major races or practices on said premises. No later than ten (10) working days before each Chartered Season begins, the LEAGUE shall also file written documentation from its national governing body confirming the LEAGUE's current charter and that season's official start and end dates. Facility access under this Agreement is limited to the dates confirmed in the filed documentation and the schedule approved by the Parks and Recreation Director.

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

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

B. Nothing herein shall prevent the CITY from making improvements to a facility at CITY'S expense, if the CITY shall see fit to do so.

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

VIII. The LEAGUE shall carry valid and collectible Commercial General Liability (CGL) insurance, naming the CITY OF HARLINGEN as an additional insured, for not less than Two

Million ($2,000,000.00) Dollars aggregate and One Million ($1,000,000.00) each occurrence for bodily injury or death and Five Hundred Thousand and No/100 ($500,000.00) Dollars each occurrence for property damage. Such insurance policy shall provide that the same cannot be canceled unless thirty (30) days written notice of such cancellation has been given to CITY. If such policy is canceled or expires during the term of this Agreement, the LEAGUE shall forthwith discontinue the use of said facility unless and until a policy in the amounts hereinabove provided is obtained and presented to the Parks and Recreation Director of the City of Harlingen, Texas. A copy of said insurance policy shall be submitted to the Risk Manager of Harlingen for review prior to the execution of this Agreement by CITY.

IX. Indemnification and Defense.

TO THE FULLEST EXTENT PERMITTED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS, INCLUDING WITHOUT LIMITATION TEXAS CIVIL PRACTICE AND REMEDIES CODE § 127.001 ET SEQ. AND APPLICABLE MUNICIPAL LAW, LEAGUE SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CITY, ITS ELECTED OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "CITY INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LOSSES, LIABILITIES, LIENS, JUDGMENTS, PENALTIES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, COURT COSTS, AND EXPERT FEES) OF EVERY KIND AND CHARACTER, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE, INCLUDING CLAIMS FOR BODILY INJURY, PERSONAL INJURY, SICKNESS, DISEASE, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO: (A) THE USE, OCCUPANCY, OR CONDITION OF THE FACILITIES; (B) ANY ACT OR OMISSION OF LEAGUE OR ITS OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS, CONTRACTORS, PARTICIPANTS, OR INVITEES; OR (C) ANY ACTIVITY CONDUCTED BY OR ON BEHALF OF LEAGUE UNDER THIS AGREEMENT. SUCH INDEMNITY SHALL APPLY REGARDLESS OF WHETHER ANY SUCH CLAIM, DAMAGE, LOSS, OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, WHETHER SOLE, CONCURRENT, COMPARATIVE, OR CONTRIBUTORY, STRICT LIABILITY, OR OTHER FAULT OF ANY CITY INDEMNIFIED PARTY; PROVIDED, HOWEVER, THAT NOTHING HEREIN SHALL BE CONSTRUED TO REQUIRE LEAGUE TO INDEMNIFY OR HOLD HARMLESS ANY CITY INDEMNIFIED PARTY FROM LIABILITY ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH CITY INDEMNIFIED PARTY, TO THE EXTENT PROHIBITED BY TEXAS LAW. IT IS THE EXPRESS INTENT OF THE PARTIES THAT THIS INDEMNITY PROVISION COMPLIES WITH THE "EXPRESS

NEGLIGENCE DOCTRINE" AND THE "CONSPICUOUSNESS REQUIREMENT" UNDER TEXAS LAW, AND THAT LEAGUE IS OBLIGATED TO INDEMNIFY THE CITY INDEMNIFIED PARTIES FOR THEIR OWN NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR A CONCURRENT CAUSE OF THE CLAIM OR DAMAGE, SUBJECT ONLY TO THE LIMITATIONS EXPRESSLY SET FORTH HEREIN. LEAGUE SHALL, AT ITS SOLE COST AND EXPENSE, DEFEND ANY CLAIM OR ACTION BROUGHT AGAINST ANY CITY INDEMNIFIED PARTY WITH COUNSEL ACCEPTABLE TO CITY, AND CITY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO PARTICIPATE IN SUCH DEFENSE AT ITS OWN EXPENSE. LEAGUE SHALL NOT SETTLE ANY CLAIM IN A MANNER THAT IMPOSES LIABILITY OR OBLIGATIONS ON ANY CITY INDEMNIFIED PARTY WITHOUT THE PRIOR WRITTEN CONSENT OF CITY. THE OBLIGATIONS OF LEAGUE UNDER THIS SECTION SHALL NOT BE LIMITED BY THE AMOUNT OR TYPE OF INSURANCE REQUIRED UNDER THIS AGREEMENT OR OTHERWISE CARRIED BY LEAGUE, AND SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. HOWEVER, TO THE EXTENT REQUIRED BY APPLICABLE LAW OR EXPRESSLY AGREED ELSEWHERE IN THIS AGREEMENT, LEAGUE'S DUTY TO INDEMNIFY MAY BE LIMITED TO THE COVERAGE AND PROCEEDS AVAILABLE UNDER THE INSURANCE POLICIES REQUIRED TO BE MAINTAINED BY LEAGUE AND APPROVED BY CITY. LEAGUE SHALL MAINTAIN IN FULL FORCE AND EFFECT ALL INSURANCE REQUIRED BY THIS AGREEMENT, AND FAILURE TO MAINTAIN SUCH COVERAGE SHALL CONSTITUTE A MATERIAL BREACH. IN THE EVENT OF ANY LAPSE, CANCELLATION, OR REDUCTION IN COVERAGE, CITY SHALL HAVE THE IMMEDIATE RIGHT TO SUSPEND OR TERMINATE LEAGUE'S USE OF THE FACILITIES UNTIL SATISFACTORY PROOF OF COMPLIANT INSURANCE IS PROVIDED AND APPROVED BY CITY'S RISK MANAGEMENT.

X. Termination

Suspension and Termination

A. Nature of Interest; No Vested Rights.

This Agreement grants only a revocable license to use City facilities and does not convey any leasehold, property interest, or vested right of any kind. League acknowledges that its rights under this Agreement are permissive only and subject at all times to the superior rights of City to control, manage, and use its facilities for public purposes.

B. Summary Suspension.

City may, in its sole and absolute discretion, immediately suspend League's use of all or any portion of the facilities, without prior notice, opportunity to cure, or hearing, upon a good-faith determination that: (i) a condition or conduct exists that poses a threat to public health, safety, or welfare; (ii) a violation of this Agreement or applicable law has occurred or is reasonably likely

to occur; or (iii) a Cause Event (as defined below) has occurred or is reasonably likely to occur. Such suspension shall be effective immediately upon verbal or written notice from City and shall remain in effect until City determines, in its sole discretion, that the condition giving rise to the suspension has been remedied or no longer exists. During any period of suspension, League shall cease all use of the facilities and shall not be entitled to any compensation, credit, or damages of any kind. City's exercise of its rights under this subsection shall not constitute a waiver of any other rights or remedies, including termination.

C. Termination for Cause. City may terminate this Agreement immediately, without prior notice, opportunity to cure, or hearing, upon the occurrence of any one or more of the following events (each, a "Cause Event"):

(a) Any act of violence, threat of violence, illegal activity, or disorderly, disruptive, or dangerous conduct occurring on or about the facilities and attributable to League or any of its officers, directors, members, coaches, players, volunteers, contractors, agents, spectators, invitees, or guests;

(b) Any conduct or omission by League or any of its officers, directors, members, coaches, players, volunteers, contractors, agents, spectators, invitees, or guests that, in the City's sole and absolute discretion, results in or is reasonably likely to result in public disrepute, scandal, embarrassment, or negative publicity to the City;

(c) Repeated interference with or obstruction of public access to City facilities or property outside of scheduled and City-approved League activities, including any attempt to exclude, restrict, or deter members of the public from lawful use of such facilities;

(d) Failure of League to procure, maintain, or provide proof of any insurance coverage required under this Agreement, including any lapse, cancellation, or material reduction in such coverage;

(e) Any material violation of applicable federal, state, or local law, or any rule, policy, or directive of the City governing use of the facilities.

(f) Use of the facility for an excluded or non-chartered purpose without a separate written facility rental agreement approved by the CITY.

Upon the occurrence of a Cause Event, City may immediately terminate this Agreement, and all rights of League to use the facilities shall cease without further action. League shall immediately vacate the facilities and remove all property at its sole cost and expense.

League expressly waives any right to prior notice, opportunity to cure, administrative review, or claim for damages, lost profits, reliance, or compensation of any kind arising from or related to a suspension or termination under this section.

D. Termination Without Cause.
Any termination of this Agreement by City that is not a termination for cause pursuant to this Section III shall be deemed a "Termination Without Cause." City may terminate this Agreement without cause upon thirty (30) days' prior written notice to League.

Upon delivery of such notice, League shall be entitled to continue its authorized use of the facilities during the notice period, subject at all times to the terms and conditions of this Agreement. Upon expiration of the thirty (30) day notice period, this Agreement shall automatically terminate without further action by either party.

Upon termination, League shall immediately cease all use of the facilities, vacate the premises, and remove all personal property at its sole cost and expense. Any property not removed within the time required by City may, at City's option, be removed, stored, or disposed of by City at League's sole risk and expense.

League acknowledges and agrees that a Termination Without Cause shall not give rise to any claim for damages, lost profits, reliance, reimbursement, or compensation of any kind, and League expressly waives any such claims.

E. Cumulative Remedies.
The rights and remedies provided herein are cumulative and in addition to any other rights or remedies available to City at law or in equity.

XI. Notice
Any notice, demand, request, or other communication required or permitted under this Agreement (collectively, "Notice") shall be in writing and shall be deemed properly given if delivered (i) by hand delivery, (ii) by a nationally recognized overnight courier, or (iii) by United States certified mail, return receipt requested, postage prepaid, addressed as follows:

If to City:
City of HARLINGEN
Attn: City Manager

With a copy to:
PARKS DIRECTOR

TO LEAGUE
Arturo Aparicio
17514 Arroyo Acres
Harlingen. TX 78552

Notice shall be deemed effective upon actual delivery if delivered by hand, on the next business day if delivered by overnight courier, or three (3) business days after deposit in the United States mail as provided above. Either party may change its notice address by providing written notice in accordance with this section. Failure to send a copy to the City Attorney shall not invalidate notice to the City but is intended for informational purposes.
Electronic mail (email) shall not constitute effective notice unless expressly acknowledged in writing by the receiving party.

XII. In the event any portion or all of said facility shall be destroyed or damaged by the elements, or other act of God ,or fire , this Agreement shall automatically terminate.

XIII. LEAGUE shall annually furnish to City:

1. A copy of its tax-exempt, non-profit status under Section 501(c) of the United States Internal Revenue Code; and
2. A copy of its Certificate of Incorporation; and
3. A copy of its by-laws; and
4. A list of current Board Members and Officers with email addresses, fax numbers, addresses and phone numbers; and
5. A copy of its annual audited financial statement at the end of the play season; and
6. A copy of its current IRS Form 990; and
7. Minutes of all board meetings; and
8. A copy of background checks of all board members and volunteers. (coaches, scorekeepers, trainers, etc.)

XIV. CONDITION OF PREMISES; DAMAGE; RESTORATION; RISK ALLOCATION

A. Condition of Premises; No Warranty.
The LEAGUE acknowledges that it has inspected the facilities and accepts them in their present condition, "AS IS," without representation or warranty by the CITY, express or implied, as to suitability, fitness, or condition. The CITY makes no warranty that the facilities will remain in any particular condition during the term of this Agreement, and all use is at the LEAGUE's sole risk.

B. Protection of Turf, Infield, Irrigation, and Improvements.
The LEAGUE shall exercise reasonable care to prevent damage to all turf areas, infields, irrigation systems, drainage systems, fencing, lighting, bleachers, dugouts, scoreboards, utilities, and all other improvements located on the premises. The LEAGUE shall not permit overuse of fields under wet conditions, unauthorized vehicle access, staking, drilling, trenching, driving posts, or any ground penetration without prior written approval of the Parks and Recreation Director. The CITY may suspend play or close fields at its sole discretion to prevent damage or allow turf recovery.

C. Responsibility for Damage Beyond Ordinary Wear.
The LEAGUE shall be responsible for and shall promptly reimburse the CITY for the full cost of repair or replacement of any damage to the facilities caused by the LEAGUE, its officers, members, coaches, players, volunteers, vendors, contractors, spectators, or guests, excluding ordinary wear and tear resulting from authorized use. The CITY's determination of whether damage exceeds ordinary wear and tear shall be final unless clearly arbitrary. Any damage arising from use outside the filed Chartered Season dates shall not constitute ordinary wear and tear and shall be fully reimbursable by the LEAGUE, regardless of cause.

D. Restoration Obligation.
Upon termination or expiration of this Agreement, the LEAGUE shall return the facilities to the CITY in substantially the same condition as received, reasonable wear and tear excepted. If restoration is required, the CITY may perform such work and invoice the LEAGUE for all associated costs, including labor, materials, equipment usage, and administrative expenses.

E. No Property Interest; Revocable License.
This Agreement grants only a revocable license to use designated facilities and does not convey any leasehold, possessory, or property interest. The CITY retains exclusive control over the premises at all times. Any improvements, fixtures, or attachments installed by the LEAGUE shall become the property of the CITY unless otherwise expressly agreed in writing.

F. Risk of Loss; No City Liability for Property.
The CITY shall not be responsible for loss, theft, or damage to equipment, inventory, concession supplies, signage, or personal property belonging to the LEAGUE or any third party. All such property is stored and used at the LEAGUE's sole risk.

G. Compliance With Safety and Field Protection Directives.
The LEAGUE shall immediately comply with any directive issued by the Parks and Recreation Director concerning field preservation, safety protocols, weather-related closures, or corrective maintenance practices. Failure to comply shall constitute a material breach of this Agreement.

H. Environmental and Hazardous Materials.
The LEAGUE shall not store, release, or dispose of fuel, chemicals, fertilizers, herbicides, cleaning solvents, or hazardous substances on CITY property without prior written approval. Any contamination caused by the LEAGUE shall be promptly remediated at its sole expense.

I. Field Recovery Periods.
The CITY reserves the right to impose rest periods, limit tournament scheduling, cap game counts, or restrict consecutive usage days in order to protect turf integrity and irrigation systems. Such determinations shall be within the CITY's sole discretion and shall not constitute a breach of this Agreement.

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

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

Agreed and approved by the undersigned partied on the 7th day of October, 2026 in Harlingen, Cameron County, Texas.

CITY OF HARLINGEN

BY: _____
Gabriel Gonzalez, CPM, City Manager

HARLINGEN UNITED FC

BY: _____
LEAGUE REPRESENTATIVE

7n

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **October 7, 2026**

Agenda Item:

Consider and take action to approve a Facility Usage Agreement between the City of Harlingen and Harlingen Soccer League.

Prepared By: Juan Mendiola III
Title: Director of Parks and Recreation
Signature:

Summary:

Summary

Consider and take action to approve a Facility Usage Agreement between the City of Harlingen and Harlingen Soccer League for use of 1–2 fields at the Harlingen Soccer Complex on Sundays, from 5:00 p.m. to 10:00 p.m., during the League's approved chartered season, and authorize the City Manager to execute the agreement.

All required documents from the Harlingen Soccer League are on file with the City Parks and Recreation office including their current list of board members, the league by-laws, a copy of their 501c3 certification status, and Certificate of Insurance.

The Park and Recreation Advisory Board met on September 22, 2026, and voted to recommend approving the agreement with standard conditions for an additional year.

Staff is recommending approval of this agreement as presented.

Staff Recommendation:

Staff recommends approval of the contract as presented and authorize the City Manager to execute the agreement.

City Manager's approval: GG Yes No N/A

Comments:

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

STATE OF TEXAS §

§

CITY OF HARLINGEN §

FACILITY USAGE AGREEMENT FOR
HARLINGEN SOCCER LEAGUE

I. This Facility Usage Agreement is hereby entered into this __7th__ day of October, 2026. between the CITY OF HARLINGEN, a Municipal Corporation situated in Cameron County, Texas, and acting herein by and through its duly authorized City Manager hereinafter designated as CITY, and _HARLINGEN SOCCER LEAGUE, hereinafter designated as the LEAGUE.

II. **License:** The CITY hereby grants a revocable non-exclusive license to the LEAGUE for athletic play during the term of this Agreement as follows:

a.) Location: Harlingen Soccer Complex. 1-2 Field(s).

b.) Days: Sundays - only during the LEAGUE's official Chartered Season, on the days shown in the schedule filed with and approved by the Parks and Recreation Director.

c.) Hours: 5 pm – 10 pm -only during the scheduled hours for Chartered Season games and practices shown in the schedule filed with and approved by the Parks and Recreation Director.

The License is solely for fields/facilities specifically identified in this License. All green space at city parks are open and available to the public on a first-come, first-served basis. For purposes of this Agreement, "Chartered Season" means the official season established and sanctioned for the LEAGUE by its national governing body and confirmed by written

documentation filed with the CITY, including the LEAGUE's current charter and that season's official start and end dates. The license granted under this Agreement applies only during the dates confirmed in that documentation and does not authorize the LEAGUE's activities generally.

For purposes of this Agreement, the LEAGUE shall designate one (1) national governing or sanctioning body for each sport covered by this Agreement. Only the charter and official season dates issued by that designated governing or sanctioning body shall be recognized by the CITY in determining the LEAGUE's Chartered Season. Affiliation with, membership in, or obtaining a charter or sanction from any additional governing or sanctioning body shall not establish an additional Chartered Season or extend the dates of facility use authorized under this Agreement. Any additional seasonal use outside the recognized Chartered Season shall require written approval hy the Parks and Recreation Director pursuant to Section IV.P.

III. Term: The term of the Agreement will commence on the 8th day of October, 2026 and will terminate on the 30th day of September, 2027. This Agreement may not be extended and will require a new license from the City of Harlingen.

IV. Consideration: In consideration of the mutual covenants and agreements contained herein, including but not limited to the CITY's grant of a revocable non-exclusive license to use public facilities, and LEAGUE's agreement to comply with all terms, conditions, restrictions, indemnities, and waivers set forth in this Agreement, the parties agree the following constitute fair and reasonable consideration;

a) LEAGUE shall pay to CITY the sum of One Dollar ($1.00). Said sum shall be payable to the CITY at the office of the Parks and Recreation Director of said CITY at 502 E. Tyler, Harlingen, Texas, 78550, (956) 216-5952 at tbe time of execution of this Agreement.

b.) LEAGUE shall comply with all operational, maintenance, insurance, and indemnity obligations;

c.) LEAGUE shall assume all risks associated with use of the facilities; and LEAGUE express waivers and releases set forth in this Agreement.

d.) LEAGUE acknowledges and agrees that its execution of this Agreement, including its agreement to the termination provisions, limitation of liability, waiver of claims, and release of CITY, constitutes a material and bargained-for component of the consideration supporting this Agreement.

V. Conditions: This license is expressly subject to the following terms and conditions:

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

B. The basic use of said facility by the LEAGUE shall be for the purpose of promoting, training and playing adult soccer and the operation of the concessions incidental to such activities.

C. LEAGUE will not use the facility for any activities other than the basic use described above and scheduled Chartered Season activities without prior consent of the Parks and Recreation Director. Excluded uses include: (a) any independently organized, in-house, travel, select, or all-star league or tournament that is not part of the sanctioned Chartered Season; (b) practices, tryouts, or workouts held outside the filed Chartered Season dates; and (c) any other non-chartered activity. Any excluded use requires a separate written facility rental agreement with the CITY at the CITY's then-current standard rental rates and is not covered by this Agreement. Use of the facility for an excluded purpose without a separate written facility rental agreement constitutes a material breach of this Agreement.

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

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

1. Alcoholic beverages in all Municipal Parks are prohibited.
2. Sale of any items in glass containers is prohibited.

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

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

H. CITY shall have the right to make the facility available, subject to the approved LEAGUE schedule (inclusive of any rainout or other rescheduled dates), to any CITY, school, civic group, or association which desires the use of said facility for any event or program for CITY, non-profit, and/or charitable purposes; provided that any such use shall not conflict with a previously scheduled game or other permitted event or program. Use of a facility for the above-mentioned uses shall be subject to CITY policies regarding such activities and to prior approval by Parks and Recreation Director.

I. LEAGUE shall take the licensed premises as is and with all faults.

J. CITY shall have the right to take over/use any of these facilities in the event of public necessity, declared emergency, or other public need.

K. The LEAGUE shall bear all costs incidental to operation of said the LEAGUE hereunder except as noted below:

1. CITY shall maintain grass facility areas by providing watering, fertilizing, and mowing. Said services shall be provided only on normal work days and during normal work hours. The CITY shall square, and mark fields at the beginning of the season and the LEAGUE shall drag and/or mark fields from that point forward. The Exceptions to the provisions in this paragraph "1." shall be for the LEAGUE sponsored regional and/or national tournaments as deemed appropriate by the Parks and Recreation Director. Said tournaments shall be of a nature that has both an economic and tourism impact on the City.

2. Where installed, CITY agrees to provide utilities (except as noted in #3 below); maintain goals, lights, fence and bleachers.
3. If applicable, the LEAGUE shall maintain, at the LEAGUE expense, any scoreboard, if present, its attendant cables, controls, etc. and the LEAGUE shall own and maintain, at its expense, any public address system used.
4. The LEAGUE shall provide at own expense (when applicable), umpires, officials, scoreboard operators.
5. The LEAGUE is responsible for picking-up any and all trash generated or created by any aspect of the LEAGUE operation and use of CITY facilities, including, but not limited to, attendance at LEAGUE events and concession sales.
6. If applicable, the LEAGUE is responsible for cleaning and minor plumbing issues (i.e. clogs in sinks, urinals, or toilets) at facility restrooms and concessions including before, during and after league games, tournaments and any other club associated events, except restrooms not under the exclusive control of the league. The LEAGUE shall provide restroom cleaning supplies paper products, and hand soap for dispensers.
7. In the event of storms, hurricanes, high winds, or any other act of God, the LEAGUE is responsible for the removal of all their signage and sponsor boards from fences at their designated areas of play or operation.
8. The LEAGUE shall submit yearly composition of board to include one Parent/Participant representative. (City representative will be allowed to attend.)
9. The LEAGUE shall conduct 2 in season board meetings open to the public/participants/parents.
10. The LEAGUE is recommended to submit a bid to their affiliated association for (1) regional tournament per calendar year.

L. Lights used during practice must be turned off no later than 10:00 p.m. Failure to comply with this provision of the Agreement will result in either the LEAGUE

being charged for electrical use for the month in which the infraction occurred or forfeiture of the Agreement and the Leagues ability to use the Facilities. These conditions do not pertain to tournament play. Tournament play dates must be provided to the Parks and Recreation Director at least two weeks before the tournament is scheduled to commence. Use of lights is only for in-season games/practices/tournaments. Any other usage must be requested prior and approved by the Parks and Recreation Director.

M. If entry fees (gate) are to be charged to those attending league events at the Facility, they may only include tournaments and game play, and such fees shall not exceed the following amounts:

1. Participants in that day's tournament or game play (players, cheerleaders, etc) shall not be charged fee;
2. Persons eleven (11) years of age and younger shall be charged no more than one dollar ($1.00) per day;
3. Persons twelve (12) years of age and older shall be charged no more than two dollars ($2.00) per day.

N. Reservation of City Authority and Licensee Obligations

1. The Parks and Recreation Director may override or modify the LEAGUE's schedule to allow public access, City programs, or other uses in the community's best interest. All facilities are owned by the CITY. The CITY retains ultimate authority over access and use at all times.
2. Use is limited to Chartered Season activities and approved concessions unless otherwise authorized through a separate written facility rental agreement with the CITY.
3. The LEAGUE shall not interfere with citizen access to open areas or other portions of the facility not assigned for scheduled league play or practice.
4. The LEAGUE is responsible for the behavior of officers, members, coaches, players, volunteers, spectators, and guests. Any misconduct, unlawful behavior, or negative impact on the CITY is a breach of this Agreement.

O. Communication With City Employees; Outside Employment. The LEAGUE, its officers, coaches, volunteers, representatives, and members shall not direct, supervise, assign work to, or otherwise exercise authority over CITY employees. During CITY employees' scheduled work hours, all requests for maintenance, field preparation, facility access, repairs, scheduling, or other CITY services shall be directed through the Parks and Recreation Director or his/her designee. Nothing in this Agreement prohibits a CITY employee from separately working for, volunteering with, or providing services to the LEAGUE outside of the employee's scheduled CITY work hours, provided such activity complies with all applicable CITY personnel policies, outside-employment requirements, conflict-of-interest requirements, and supervisory approvals. Any such activity shall be performed solely in the employees' private capacity and shall not constitute work performed on behalf of the CITY.

P. Additional Seasonal Use. Notwithstanding the foregoing, the Parks and Recreation Director may, in his/her discretion, authorize the LEAGUE to conduct one additional seasonal period outside of its official Chartered Season. Any such authorization must be in writing and shall specify the approved dates, facilities, days, and hours of use. Additional seasonal use shall be subject to facility availability, field conditions, scheduled CITY programs and events, maintenance requirements, and all other terms and conditions of this Agreement. Approval of an additional seasonal period shall not create any continuing, exclusive, or vested right to use CITY facilities and may be modified, suspended, or revoked by the Parks and Recreation Director.

VI. No later than ten (10) working days prior to the Start Date of the Agreement, the LEAGUE shall file with the CITY a schedule showing the dates and times that the facility will be used for practices, regularly scheduled games or races, ceremonies, or other activities for the first three months of the year. Schedule updates will be submitted every ninety (90) days thereafter. The

schedule and any updates shall be subject to review as per Section IV.A. of this agreement. Additionally, the LEAGUE shall file with the CITY a roster or list of registrants, including names and home addresses. The LEAGUE shall, as soon as practical, notify CITY of any race or practice rescheduling and dates for major races or practices on said premises. No later than ten (10) working days before each Chartered Season begins, the LEAGUE shall also file written documentation from its national governing body confirming the LEAGUE's current charter and that season's official start and end dates. Facility access under this Agreement is limited to the dates confirmed in the filed documentation and the schedule approved by the Parks and Recreation Director.

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

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

B. Nothing herein shall prevent the CITY from making improvements to a facility at CITY'S expense, if the CITY sball see fit to do so.

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

VIII. The LEAGUE shall carry valid and collectible Commercial General Liability (CGL) insurance, naming the CITY OF HARLINGEN as an additional insured, for not less than Two

Million ($2,000,000.00) Dollars aggregate and One Million ($1,000,000.00) each occurrence for bodily injury or death and Five Hundred Thousand and No/100 ($500,000.00) Dollars each occurrence for property damage. Such insurance policy shall provide that the same cannot be canceled unless thirty (30) days written notice of such cancellation has been given to CITY. If such policy is canceled or expires during the term of this Agreement, the LEAGUE shall forthwith discontinue the use of said facility unless and until a policy in the amounts hereinabove provided is obtained and presented to the Parks and Recreation Director of the City of Harlingen, Texas. A copy of said insurance policy shall be submitted to the Risk Manager of Harlingen for review prior to the execution of this Agreement by CITY.

IX. Indemnification and Defense.

TO THE FULLEST EXTENT PERMITTED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS, INCLUDING WITHOUT LIMITATION TEXAS CIVIL PRACTICE AND REMEDIES CODE § 127.001 ET SEQ. AND APPLICABLE MUNICIPAL LAW, LEAGUE SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CITY, ITS ELECTED OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "CITY INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LOSSES, LIABILITIES, LIENS, JUDGMENTS, PENALTIES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, COURT COSTS, AND EXPERT FEES) OF EVERY KIND AND CHARACTER, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE, INCLUDING CLAIMS FOR BODILY INJURY, PERSONAL INJURY, SICKNESS, DISEASE, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO: (A) THE USE, OCCUPANCY, OR CONDITION OF THE FACILITIES; (B) ANY ACT OR OMISSION OF LEAGUE OR ITS OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS, CONTRACTORS, PARTICIPANTS, OR INVITEES; OR (C) ANY ACTIVITY CONDUCTED BY OR ON BEHALF OF LEAGUE UNDER THIS AGREEMENT. SUCH INDEMNITY SHALL APPLY REGARDLESS OF WHETHER ANY SUCH CLAIM, DAMAGE, LOSS, OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, WHETHER SOLE, CONCURRENT, COMPARATIVE, OR CONTRIBUTORY, STRICT LIABILITY, OR OTHER FAULT OF ANY CITY INDEMNIFIED PARTY; PROVIDED, HOWEVER, THAT NOTHING HEREIN SHALL BE CONSTRUED TO REQUIRE LEAGUE TO INDEMNIFY OR HOLD HARMLESS ANY CITY INDEMNIFIED PARTY FROM LIABILITY ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH CITY INDEMNIFIED PARTY, TO THE EXTENT PROHIBITED BY TEXAS LAW. IT IS THE EXPRESS INTENT OF THE PARTIES THAT THIS INDEMNITY PROVISION COMPLIES WITH THE "EXPRESS

NEGLIGENCE DOCTRINE" AND THE "CONSPICUOUSNESS REQUIREMENT" UNDER TEXAS LAW, AND THAT LEAGUE IS OBLIGATED TO INDEMNIFY THE CITY INDEMNIFIED PARTIES FOR THEIR OWN NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR A CONCURRENT CAUSE OF THE CLAIM OR DAMAGE, SUBJECT ONLY TO THE LIMITATIONS EXPRESSLY SET FORTH HEREIN. LEAGUE SHALL, AT ITS SOLE COST AND EXPENSE, DEFEND ANY CLAIM OR ACTION BROUGHT AGAINST ANY CITY INDEMNIFIED PARTY WITH COUNSEL ACCEPTABLE TO CITY, AND CITY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO PARTICIPATE IN SUCH DEFENSE AT ITS OWN EXPENSE. LEAGUE SHALL NOT SETTLE ANY CLAIM IN A MANNER THAT IMPOSES LIABILITY OR OBLIGATIONS ON ANY CITY INDEMNIFIED PARTY WITHOUT THE PRIOR WRITTEN CONSENT OF CITY. THE OBLIGATIONS OF LEAGUE UNDER THIS SECTION SHALL NOT BE LIMITED BY THE AMOUNT OR TYPE OF INSURANCE REQUIRED UNDER THIS AGREEMENT OR OTHERWISE CARRIED BY LEAGUE, AND SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. HOWEVER, TO THE EXTENT REQUIRED BY APPLICABLE LAW OR EXPRESSLY AGREED ELSEWHERE IN THIS AGREEMENT, LEAGUE'S DUTY TO INDEMNIFY MAY BE LIMITED TO THE COVERAGE AND PROCEEDS AVAILABLE UNDER THE INSURANCE POLICIES REQUIRED TO BE MAINTAINED BY LEAGUE AND APPROVED BY CITY. LEAGUE SHALL MAINTAIN IN FULL FORCE AND EFFECT ALL INSURANCE REQUIRED BY THIS AGREEMENT, AND FAILURE TO MAINTAIN SUCH COVERAGE SHALL CONSTITUTE A MATERIAL BREACH. IN THE EVENT OF ANY LAPSE, CANCELLATION, OR REDUCTION IN COVERAGE, CITY SHALL HAVE THE IMMEDIATE RIGHT TO SUSPEND OR TERMINATE LEAGUE'S USE OF THE FACILITIES UNTIL SATISFACTORY PROOF OF COMPLIANT INSURANCE IS PROVIDED AND APPROVED BY CITY'S RISK MANAGEMENT.

X. Termination

Suspension and Termination

A. Nature of Interest; No Vested Rights.

This Agreement grants only a revocable license to use City facilities and does not convey any leasehold, property interest, or vested right of any kind. League acknowledges that its rights under this Agreement are permissive only and subject at all times to the superior rights of City to control, manage, and use its facilities for public purposes.

B. Summary Suspension.

City may, in its sole and absolute discretion, immediately suspend League's use of all or any portion of the facilities, without prior notice, opportunity to cure, or hearing, upon a good-faith determination that: (i) a condition or conduct exists that poses a threat to public health, safety, or welfare; (ii) a violation of this Agreement or applicable law has occurred or is reasonably likely

to occur; or (iii) a Cause Event (as defined below) has occurred or is reasonably likely to occur. Such suspension shall be effective immediately upon verbal or written notice from City and shall remain in effect until City determines, in its sole discretion, that the condition giving rise to the suspension has been remedied or no longer exists. During any period of suspension, League shall cease all use of the facilities and shall not be entitled to any compensation, credit, or damages of any kind. City's exercise of its rights under this subsection shall not constitute a waiver of any other rights or remedies, including termination.

C. **Termination for Cause.** City may terminate this Agreement immediately, without prior notice, opportunity to cure, or hearing, upon the occurrence of any one or more of the following events (each, a "Cause Event"):

(a) Any act of violence, threat of violence, illegal activity, or disorderly, disruptive, or dangerous conduct occurring on or about the facilities and attributable to League or any of its officers, directors, members, coaches, players, volunteers, contractors, agents, spectators, invitees, or guests;

(b) Any conduct or omission by League or any of its officers, directors, members, coaches, players, volunteers, contractors, agents, spectators, invitees, or guests that, in the City's sole and absolute discretion, results in or is reasonably likely to result in public disrepute, scandal, embarrassment, or negative publicity to the City;

(c) Repeated interference with or obstruction of public access to City facilities or property outside of scheduled and City-approved League activities, including any attempt to exclude, restrict, or deter members of the public from lawful use of such facilities;

(d) Failure of League to procure, maintain, or provide proof of any insurance coverage required under this Agreement, including any lapse, cancellation, or material reduction in such coverage;

(e) Any material violation of applicable federal, state, or local law, or any rule, policy, or directive of the City governing use of the facilities.

(f) Use of the facility for an excluded or non-chartered purpose without a separate written facility rental agreement approved by the CITY.

Upon the occurrence of a Cause Event, City may immediately terminate this Agreement, and all rights of League to use the facilities shall cease without further action. League shall immediately vacate the facilities and remove all property at its sole cost and expense.

League expressly waives any right to prior notice, opportunity to cure, administrative review, or claim for damages, lost profits, reliance, or compensation of any kind arising from or related to a suspension or termination under this section.

D. Termination Without Cause.
Any termination of this Agreement by City that is not a termination for cause pursuant to this Section III shall be deemed a "Termination Without Cause." City may terminate this Agreement without cause upon thirty (30) days' prior written notice to League.

Upon delivery of such notice, League shall be entitled to continue its authorized use of the facilities during the notice period, subject at all times to the terms and conditions of this Agreement. Upon expiration of the thirty (30) day notice period, this Agreement shall automatically terminate without further action by either party.

Upon termination, League shall immediately cease all use of the facilities, vacate the premises, and remove all personal property at its sole cost and expense. Any property not removed within the time required by City may, at City's option, be removed, stored, or disposed of by City at League's sole risk and expense.

League acknowledges and agrees that a Termination Without Cause shall not give rise to any claim for damages, lost profits, reliance, reimbursement, or compensation of any kind, and League expressly waives any such claims.

E. Cumulative Remedies.
The rights and remedies provided herein are cumulative and in addition to any other rights or remedies available to City at law or in equity.

XI. Notice
Any notice, demand, request, or other communication required or permitted under this Agreement (collectively, "Notice") shall be in writing and shall be deemed properly given if delivered (i) by hand delivery, (ii) by a nationally recognized overnight courier, or (iii) by United States certified mail, return receipt requested, postage prepaid, addressed as follows:

If to City:
City of HARLINGEN
Attn: City Manager

With a copy to:
PARKS DIRECTOR

TO LEAGUE
Harlingen Soccer League – Anita Quinones
32382 Olive Drive
San Benito, TX 78586

Notice shall be deemed effective upon actual delivery if delivered by hand, on the next business day if delivered by overnight courier, or three (3) business days after deposit in the United States mail as provided above. Either party may change its notice address by providing written notice in accordance with this section. Failure to send a copy to the City Attorney shall not invalidate notice to the City but is intended for informational purposes.
Electronic mail (email) shall not constitute effective notice unless expressly acknowledged in writing by the receiving party.

XII. In the event any portion or all of said facility shall be destroyed or damaged by the elements, or other act of God ,or fire , this Agreement shall automatically terminate.

XIII. LEAGUE shall annually furnish to City:

1. A copy of its tax-exempt, non-profit status under Section 501(c) of the United States Internal Revenue Code; and
2. A copy of its Certificate of Incorporation; and
3. A copy of its by-laws; and
4. A list of current Board Members and Officers with email addresses, fax numbers, addresses and phone numbers; and
5. A copy of its annual audited financial statement at the end of the play season; and
6. A copy of its current IRS Form 990; and
7. Minutes of all board meetings; and
8. A copy of background checks of all board members and volunteers. (coaches, scorekeepers, trainers, etc.)

XIV. CONDITION OF PREMISES; DAMAGE; RESTORATION; RISK ALLOCATION

A. Condition of Premises; No Warranty.
The LEAGUE acknowledges that it has inspected the facilities and accepts them in their present condition, "AS IS." without representation or warranty by the CITY, express or implied, as to suitability, fitness, or condition. The CITY makes no warranty that the facilities will remain in any particular condition during the term of this Agreement, and all use is at the LEAGUE's sole risk.

B. Protection of Turf, Infield, Irrigation, and Improvements.
The LEAGUE shall exercise reasonable care to prevent damage to all turf areas, infields, irrigation systems, drainage systems, fencing, lighting, bleachers, dugouts, scoreboards, utilities, and all other improvements located on the premises. The LEAGUE shall not permit overuse of fields under wet conditions, unauthorized vehicle access, staking, drilling, trenching, driving posts, or any ground penetration without prior written approval of the Parks and Recreation Director. The CITY may suspend play or close fields at its sole discretion to prevent damage or allow turf recovery.

C. Responsibility for Damage Beyond Ordinary Wear.
The LEAGUE shall be responsible for and shall promptly reimburse the CITY for the full cost of repair or replacement of any damage to the facilities caused by the LEAGUE, its officers, members, coaches, players, volunteers, vendors, contractors, spectators, or guests, excluding ordinary wear and tear resulting from authorized use. The CITY's determination of whether damage exceeds ordinary wear and tear shall be final unless clearly arbitrary. Any damage arising from use outside the filed Chartered Season dates shall not constitute ordinary wear and tear and shall be fully reimbursable by the LEAGUE, regardless of cause.

D. Restoration Obligation.
Upon termination or expiration of this Agreement, the LEAGUE shall return the facilities to the CITY in substantially the same condition as received, reasonable wear and tear excepted. If restoration is required, the CITY may perform such work and invoice the LEAGUE for all associated costs, including labor, materials, equipment usage, and administrative expenses.

E. No Property Interest; Revocable License.
This Agreement grants only a revocable license to use designated facilities and does not convey any leasehold, possessory, or property interest. The CITY retains exclusive control over the premises at all times. Any improvements, fixtures, or attachments installed by the LEAGUE shall become the property of the CITY unless otherwise expressly agreed in writing.

F. Risk of Loss; No City Liability for Property.
The CITY shall not he responsible for loss, theft, or damage to equipment, inventory, concession supplies, signage, or personal property belonging to the LEAGUE or any third party. All such property is stored and used at the LEAGUE's sole risk.

G. Compliance With Safety and Field Protection Directives.
The LEAGUE shall immediately comply with any directive issued by the Parks and Recreation Director concerning field preservation, safety protocols, weather-related closures, or corrective maintenance practices. Failure to comply shall constitute a material breach of this Agreement.

H. Environmental and Hazardous Materials.
The LEAGUE shall not store, release, or dispose of fuel, chemicals, fertilizers, herbicides, cleaning solvents, or hazardous substances on CITY property without prior written approval. Any contamination caused by the LEAGUE shall be promptly remediated at its sole expense.

I. Field Recovery Periods.
The CITY reserves the right to impose rest periods, limit tournament scheduling, cap game counts, or restrict consecutive usage days in order to protect turf integrity and irrigation systems. Such determinations shall be within the CITY's sole discretion and shall not constitute a breach of this Agreement.

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

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

Agreed and approved by the undersigned partied on the 7th day of October, 2026 in Harlingen, Cameron County, Texas.

CITY OF HARLINGEN

BY: _____
Gabriel Gonzalez, CPM, City Manager

HARLINGEN SOCCER LEAGUE

BY: _____
LEAGUE REPRESENTATIVE

7o

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **October 7, 2026**

Agenda Item:

Consider and take action to approve a Facility Usage Agreement between the City of Harlingen and Harlingen National Baseball/Softball League.

Prepared By: Juan Mendiola III
Title: Director of Parks and Recreation
Signature:

Summary:

Summary

Consider and take action to approve a Facility Use Agreement between the City of Harlingen and the Harlingen National Baseball/Softball League for use of Fields 1–4 at Arroyo Park during the League's approved chartered season, and authorize the City Manager to execute the agreement.

All required documents from the Harlingen National Baseball/Softball League are on file with the City Parks and Recreation office including their current list of board members, the league by-laws, a copy of their 501c3 certification status, and Certificate of Insurance.

The Park and Recreation Advisory Board met on September 22, 2026, and voted to recommend approving the agreement with standard conditions for an additional year.

Staff is recommending approval of this agreement as presented.

Staff Recommendation:

Staff recommends approval of the contract as presented and authorize the City Manager to execute the agreement.

City Manager's approval: GG | Yes | No | N/A

Comments:

City Attorney's approval: | ☑ Yes | No | N/A

STATE OF TEXAS §

§

CITY OF HARLINGEN §

FACILITY USAGE AGREEMENT FOR
HARLINGEN NATIONAL BASEBALL/SOFTBALL LEAGUE

I. This Facility Usage Agreement is hereby entered into this 7th day of October, 2026. between the CITY OF HARLINGEN, a Municipal Corporation situated in Cameron County, Texas, and acting herein by and through its duly authorized City Manager hereinafter designated as CITY, and HARLINGEN NATIONAL BASEBALL/SOFTBALL LEAGUE, hereinafter designated as the LEAGUE.

II. **License:** The CITY hereby grants a revocable non-exclusive license to the LEAGUE for athletic play during the term of this Agreement as follows:

a.) Location: Arroyo Park. 1-4 Field(s).

b.) Days: Only during the LEAGUE's official Chartered Season, on the days shown in the schedule filed with and approved by the Parks and Recreation Director.

c.) Hours: Only during the scheduled hours for Chartered Season games and practices shown in tbe schedule filed with and approved by the Parks and Recreation Director.

The License is solely for fields/facilities specifically identified in this License. All green space at city parks are open and available to the public on a first-come, first-served basis. For purposes of this Agreement, "Chartered Season" means the official season established and sanctioned for the LEAGUE by its national governing body and confirmed by written documentation filed with the CITY, including the LEAGUE's

current charter and that season's official start and end dates. The license granted under this Agreement applies only during the dates confirmed in that documentation and does not authorize the LEAGUE's activities generally.

For purposes of this Agreement, the LEAGUE shall designate one (1) national governing or sanctioning body for each sport covered by this Agreement. Only the charter and official season dates issued by that designated governing or sanctioning body shall be recognized by the CITY in determining the LEAGUE's Chartered Season. Affiliation with, membership in, or obtaining a charter or sanction from any additional governing or sanctioning body shall not establish an additional Chartered Season or extend the dates of facility use authorized under this Agreement. Any additional seasonal use outside the recognized Chartered Season shall require written approval by the Parks and Recreation Director pursuant to Section IV.P.

III. Term: The Fall term of the Agreement will commence on the 8th day of October, 2026 and will terminate on the 15th day of December, 2026. The Spring term of the Agreement will commence on the 1st day of March, 2027 and will terminate on the 31st day of May, 2027. This Agreement may not be extended and will require a new lieense from the City of Harlingen.

IV. Consideration: In consideration of the mutual covenants and agreements contained herein, including but not limited to the CITY's grant of a revocable non-exclusive license to use public facilities, and LEAGUE's agreement to comply with all terms, conditions, restrictions, indemnities, and waivers set forth in this Agreement, the parties agree the following constitute fair and reasonable consideration;

a) LEAGUE shall pay to CITY the sum of One Dollar ($1.00). Said sum shall be payable to the CITY at the office of the Parks and Recreation Director of said CITY at 502 E. Tyler, Harlingen, Texas, 78550, (956) 216-5952 at the time of execution of this Agreement.

b.) LEAGUE shall comply with all operational, maintenance, insurance, and indemnity obligations;

c.) LEAGUE shall assume all risks associated with use of the facilities; and LEAGUE express waivers and releases set forth in this Agreement.

d.) LEAGUE acknowledges and agrees that its execution of this Agreement, including its agreement to the termination provisions, limitation of liability, waiver of claims, and release of CITY, constitutes a material and bargained-for component of the consideration supporting this Agreement.

V. Conditions: This license is expressly subject to the following terms and conditions:

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

B. The basic use of said facility by the LEAGUE shall be for the purpose of promoting, training and playing youth softball and the operation of the concessions incidental to such activities.

C. LEAGUE will not use the facility for any activities other than the basic use described above and scheduled Chartered Season activities without prior consent of the Parks and Recreation Director. Excluded uses include: (a) any independently organized, in-house, travel, select, or all-star league or tournament that is not part of the sanctioned Chartered Season; (b) practices, tryouts, or workouts held outside the filed Chartered Season dates; and (c) any other non-chartered activity. Any excluded use requires a separate written facility rental agreement with the CITY at the CITY's then-eurrent standard rental rates and is not covered by this Agreement. Use of the facility for an excluded purpose without a separate written facility rental agreement constitutes a material breach of this Agreement.

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

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

1. Alcoholic beverages in all Municipal Parks are prohibited.
2. Sale of any items in glass containers is prohibited.

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

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

H. CITY shall have the right to make the facility available, subject to the approved LEAGUE schedule (inclusive of any rainout or other rescheduled dates), to any CITY, school, civic group, or association which desires the use of said facility for any event or program for CITY, non-profit, and/or charitable purposes; provided that any such use shall not conflict with a previously scheduled game or other permitted event or program. Use of a facility for the above-mentioned uses shall be subject to CITY policies regarding such activities and to prior approval by Parks and Recreation Director.

I. LEAGUE shall take the licensed premises as is and with all faults.

J. CITY shall have the right to take over/use any of these facilities in the event of public necessity, declared emergency, or other public need.

K. The LEAGUE shall bear all costs incidental to operation of said the LEAGUE hereunder except as noted below:

1. CITY shall maintain grass facility areas by providing watering, fertilizing, and mowing. Said services shall be provided only on normal work days and during normal work hours. The CITY shall square, and mark fields at the heginning of the season and the LEAGUE shall drag and/or mark fields from that point forward. The Exceptions to the provisions in this paragraph "1." shall be for the LEAGUE sponsored regional and/or national tournaments as deemed appropriate by the Parks and Recreation Director. Said tournaments shall be of a nature that has both an economic and tourism impact on the City.

2. Where installed, CITY agrees to provide utilities (except as noted in #3 below); maintain goals, lights, fence and bleachers.
3. If applicable, the LEAGUE shall maintain, at the LEAGUE expense, any scoreboard, if present, its attendant cables, controls, etc. and the LEAGUE shall own and maintain, at its expense, any public address system used.
4. The LEAGUE shall provide at own expense (when applicable), umpires, officials, scoreboard operators.
5. The LEAGUE is responsible for picking-up any and all trash generated or created by any aspect of the LEAGUE operation and use of CITY facilities, including, but not limited to, attendance at LEAGUE events and concession sales.
6. If applicable, the LEAGUE is responsible for cleaning and minor plumbing issues (i.e. clogs in sinks, urinals, or toilets) at facility restrooms and concessions including before, during and after league games, tournaments and any other club associated events, except restrooms not under the exclusive control of the league. The LEAGUE shall provide restroom cleaning supplies paper products, and hand soap for dispensers.
7. In the event of storms, hurricanes, high winds, or any other act of God, the LEAGUE is responsible for the removal of all their signage and sponsor boards from fences at their designated areas of play or operation.
8. The LEAGUE shall submit yearly composition of board to include one Parent/Participant representative. (City representative will be allowed to attend.)
9. The LEAGUE shall conduct 2 in season board meetings open to the public/participants/parents.
10. The LEAGUE is recommended to submit a bid to their affiliated association for (1) regional tournament per calendar year.

L. Lights used during practice must be turned off no later than 10:00 p.m. Failure to comply with this provision of the Agreement will result in either the LEAGUE

being charged for electrical use for the month in which the infraction occurred or forfeiture of the Agreement and the Leagues ability to use the Facilities. These conditions do not pertain to tournament play. Tournament play dates must be provided to the Parks and Recreation Director at least two weeks before the tournament is scheduled to commence. Use of lights is only for in-season games/practices/tournaments. Any other usage must be requested prior and approved by the Parks and Recreation Director.

M. If entry fees (gate) are to be charged to those attending league events at the Facility, they may only include tournaments and game play, and such fees shall not exceed the following amounts:

1. Participants in that day's tournament or game play (players, cheerleaders, etc) shall not be charged fee;
2. Persons eleven (11) years of age and younger shall be charged no more than one dollar ($1.00) per day;
3. Persons twelve (12) years of age and older shall be charged no more than two dollars ($2.00) per day.

N. Reservation of City Authority and Licensee Obligations

1. The Parks and Recreation Director may override or modify the LEAGUE's schedule to allow public access, City programs, or other uses in the community's best interest. All facilities are owned by the CITY. The CITY retains ultimate authority over access and use at all times.
2. Use is limited to Chartered Season activities and approved concessions unless otherwise authorized through a separate written facility rental agreement with the CITY.
3. The LEAGUE shall not interfere with citizen access to open areas or other portions of the facility not assigned for scheduled league play or practice.
4. The LEAGUE is responsible for the behavior of officers, members, coaches, players, volunteers, spectators, and guests. Any misconduct, unlawful behavior, or negative impact on the CITY is a breach of this Agreement.

O. Communication With City Employees; Outside Employment. The LEAGUE, its officers, coaches, volunteers, representatives, and members shall not direct, supervise, assign work to, or otherwise exercise authority over CITY employees. During CITY employees' scheduled work hours, all requests for maintenance, field preparation, facility access, repairs, scheduling, or other CITY services shall be directed through the Parks and Recreation Director or his/her designee. Nothing in this Agreement prohibits a CITY employee from separately working for, volunteering with, or providing services to the LEAGUE outside of the employee's scheduled CITY work hours, provided such activity complies with all applicable CITY personnel policies, outside-employment requirements, conflict-of-interest requirements, and supervisory approvals. Any such activity shall be performed solely in the employees' private capacity and shall not constitute work performed on behalf of the CITY.

P. Additional Seasonal Use. Notwithstanding the foregoing, the Parks and Recreation Director may, in his/her discretion, authorize the LEAGUE to conduct one additional seasonal period outside of its official Chartered Season. Any such authorization must be in writing and shall specify the approved dates, facilities, days, and hours of use. Additional seasonal use shall be subject to facility availability, field conditions, scheduled CITY programs and events, maintenance requirements, and all other terms and conditions of this Agreement. Approval of an additional seasonal period shall not create any continuing, exclusive, or vested right to use CITY facilities and may be modified, suspended, or revoked by the Parks and Recreation Director.

VI. No later than ten (10) working days prior to the Start Date of the Agreement, the LEAGUE shall file with the CITY a schedule showing the dates and times that the facility will be used for practices, regularly scheduled games or races, ceremonies, or other activities for the first three months of the year. Schedule updates will be submitted every ninety (90) days thereafter. The

schedule and any updates shall be subject to review as per Section IV.A. of this agreement. Additionally, the LEAGUE shall file with the CITY a roster or list of registrants, including names and home addresses. The LEAGUE shall, as soon as practical, notify CITY of any race or practice rescheduling and dates for major races or practices on said premises. No later than ten (10) working days before each Chartered Season begins, the LEAGUE shall also file written documentation from its national governing body confirming the LEAGUE's current charter and that season's official start and end dates. Facility access under this Agreement is limited to the dates confirmed in the filed documentation and the schedule approved by the Parks and Recreation Director.

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

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

B. Nothing herein shall prevent the CITY from making improvements to a facility at CITY'S expense, if the CITY shall see fit to do so.

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

VIII. The LEAGUE shall carry valid and collectible Commercial General Liability (CGL) insurance, naming the CITY OF HARLINGEN as an additional insured, for not less than Two

Million ($2,000,000.00) Dollars aggregate and One Million ($1,000,000.00) each occurrence for bodily injury or death and Five Hundred Thousand and No/100 ($500,000.00) Dollars each occurrence for property damage. Such insurance policy shall provide that the same cannot be canceled unless thirty (30) days written notice of such cancellation has been given to CITY. If such policy is canceled or expires during the term of this Agreement, the LEAGUE shall forthwith discontinue the use of said facility unless and until a policy in the amounts hereinabove provided is obtained and presented to the Parks and Recreation Director of the City of Harlingen, Texas. A copy of said insurance policy shall be submitted to the Risk Manager of Harlingen for review prior to the execution of this Agreement by CITY.

IX. Indemnification and Defense.

TO THE FULLEST EXTENT PERMITTED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS, INCLUDING WITHOUT LIMITATION TEXAS CIVIL PRACTICE AND REMEDIES CODE § 127.001 ET SEQ. AND APPLICABLE MUNICIPAL LAW, LEAGUE SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CITY, ITS ELECTED OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "CITY INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LOSSES, LIABILITIES, LIENS, JUDGMENTS, PENALTIES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, COURT COSTS, AND EXPERT FEES) OF EVERY KIND AND CHARACTER, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE, INCLUDING CLAIMS FOR BODILY INJURY, PERSONAL INJURY, SICKNESS, DISEASE, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO: (A) THE USE, OCCUPANCY, OR CONDITION OF THE FACILITIES; (B) ANY ACT OR OMISSION OF LEAGUE OR ITS OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS, CONTRACTORS, PARTICIPANTS, OR INVITEES; OR (C) ANY ACTIVITY CONDUCTED BY OR ON BEHALF OF LEAGUE UNDER THIS AGREEMENT. SUCH INDEMNITY SHALL APPLY REGARDLESS OF WHETHER ANY SUCH CLAIM, DAMAGE, LOSS, OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, WHETHER SOLE, CONCURRENT, COMPARATIVE, OR CONTRIBUTORY, STRICT LIABILITY, OR OTHER FAULT OF ANY CITY INDEMNIFIED PARTY; PROVIDED, HOWEVER, THAT NOTHING HEREIN SHALL BE CONSTRUED TO REQUIRE LEAGUE TO INDEMNIFY OR HOLD HARMLESS ANY CITY INDEMNIFIED PARTY FROM LIABILITY ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH CITY INDEMNIFIED PARTY, TO THE EXTENT PROHIBITED BY TEXAS LAW. IT IS THE EXPRESS INTENT OF THE PARTIES THAT THIS INDEMNITY PROVISION COMPLIES WITH THE "EXPRESS

NEGLIGENCE DOCTRINE" AND THE "CONSPICUOUSNESS REQUIREMENT" UNDER TEXAS LAW, AND THAT LEAGUE IS OBLIGATED TO INDEMNIFY THE CITY INDEMNIFIED PARTIES FOR THEIR OWN NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR A CONCURRENT CAUSE OF THE CLAIM OR DAMAGE, SUBJECT ONLY TO THE LIMITATIONS EXPRESSLY SET FORTH HEREIN. LEAGUE SHALL, AT ITS SOLE COST AND EXPENSE, DEFEND ANY CLAIM OR ACTION BROUGHT AGAINST ANY CITY INDEMNIFIED PARTY WITH COUNSEL ACCEPTABLE TO CITY, AND CITY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO PARTICIPATE IN SUCH DEFENSE AT ITS OWN EXPENSE. LEAGUE SHALL NOT SETTLE ANY CLAIM IN A MANNER THAT IMPOSES LIABILITY OR OBLIGATIONS ON ANY CITY INDEMNIFIED PARTY WITHOUT THE PRIOR WRITTEN CONSENT OF CITY. THE OBLIGATIONS OF LEAGUE UNDER THIS SECTION SHALL NOT BE LIMITED BY THE AMOUNT OR TYPE OF INSURANCE REQUIRED UNDER THIS AGREEMENT OR OTHERWISE CARRIED BY LEAGUE, AND SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. HOWEVER, TO THE EXTENT REQUIRED BY APPLICABLE LAW OR EXPRESSLY AGREED ELSEWHERE IN THIS AGREEMENT, LEAGUE'S DUTY TO INDEMNIFY MAY BE LIMITED TO THE COVERAGE AND PROCEEDS AVAILABLE UNDER THE INSURANCE POLICIES REQUIRED TO BE MAINTAINED BY LEAGUE AND APPROVED BY CITY. LEAGUE SHALL MAINTAIN IN FULL FORCE AND EFFECT ALL INSURANCE REQUIRED BY THIS AGREEMENT, AND FAILURE TO MAINTAIN SUCH COVERAGE SHALL CONSTITUTE A MATERIAL BREACH. IN THE EVENT OF ANY LAPSE, CANCELLATION, OR REDUCTION IN COVERAGE, CITY SHALL HAVE THE IMMEDIATE RIGHT TO SUSPEND OR TERMINATE LEAGUE'S USE OF THE FACILITIES UNTIL SATISFACTORY PROOF OF COMPLIANT INSURANCE IS PROVIDED AND APPROVED BY CITY'S RISK MANAGEMENT.

X. Termination

Suspension and Termination

A. Nature of Interest; No Vested Rights.

This Agreement grants only a revocable license to use City facilities and does not convey any leasehold, property interest, or vested right of any kind. League acknowledges that its rights under this Agreement are permissive only and subject at all times to the superior rights of City to control, manage, and use its facilities for public purposes.

B. Summary Suspension.

City may, in its sole and absolute discretion, immediately suspend League's use of all or any portion of the facilities, without prior notice, opportunity to cure, or hearing, upon a good-faith determination that: (i) a condition or conduct exists that poses a threat to public health, safety, or welfare; (ii) a violation of this Agreement or applicable law has occurred or is reasonably likely

to occur; or (iii) a Cause Event (as defined below) has occurred or is reasonably likely to occur. Such suspension shall be effective immediately upon verbal or written notice from City and shall remain in effect until City determines, in its sole discretion, that the condition giving rise to the suspension has been remedied or no longer exists. During any period of suspension, League shall cease all use of the facilities and shall not be entitled to any compensation, credit, or damages of any kind. City's exercise of its rights under this subsection shall not constitute a waiver of any other rights or remedies, including termination.

C. **Termination for Cause.** City may terminate this Agreement immediately, without prior notice, opportunity to cure, or hearing, upon the occurrence of any one or more of the following events (each, a "Cause Event"):

(a) Any act of violence, threat of violence, illegal activity, or disorderly, disruptive, or dangerous conduct occurring on or about the facilities and attributable to League or any of its officers, directors, members, coaches, players, volunteers, contractors, agents, spectators, invitees, or guests;

(b) Any conduct or omission by League or any of its officers, directors, members, coaches, players, volunteers, contractors, agents, spectators, invitees, or guests that, in the City's sole and absolute discretion, results in or is reasonably likely to result in public disrepute, scandal, embarrassment, or negative publicity to the City;

(c) Repeated interference with or obstruction of public access to City facilities or property outside of scheduled and City-approved League activities, including any attempt to exclude, restrict, or deter members of the public from lawful use of such facilities;

(d) Failure of League to procure, maintain, or provide proof of any insurance coverage required under this Agreement, including any lapse, cancellation, or material reduction in such coverage;

(e) Any material violation of applicable federal, state, or local law, or any rule, policy, or directive of the City governing use of the facilities.

(f) Use of the facility for an excluded or non-chartered purpose without a separate written facility rental agreement approved by the CITY.

Upon the occurrence of a Cause Event, City may immediately terminate this Agreement, and all rights of League to use the facilities shall cease without further action. League shall immediately vacate the facilities and remove all property at its sole cost and expense.

League expressly waives any right to prior notice, opportunity to cure, administrative review, or claim for damages, lost profits, reliance, or compensation of any kind arising from or related to a suspension or termination under this section.

D. Termination Without Cause.
Any termination of this Agreement by City that is not a termination for cause pursuant to this Section III shall be deemed a "Termination Without Cause." City may terminate this Agreement without cause upon thirty (30) days' prior written notice to League.

Upon delivery of such notice, League shall be entitled to continue its authorized use of the facilities during the notice period, subject at all times to the terms and conditions of this Agreement. Upon expiration of the thirty (30) day notice period, this Agreement shall automatically terminate without further action by either party.

Upon termination, League shall immediately cease all use of the facilities, vacate the premises, and remove all personal property at its sole cost and expense. Any property not removed within the time required by City may, at City's option, be removed, stored, or disposed of by City at League's sole risk and expense.

League acknowledges and agrees that a Termination Without Cause shall not give rise to any claim for damages, lost profits, reliance, reimbursement, or compensation of any kind, and League expressly waives any such claims.

E. Cumulative Remedies.
The rights and remedies provided herein are cumulative and in addition to any other rights or remedies available to City at law or in equity.

XI. Notice
Any notice, demand, request, or other communication required or permitted under this Agreement (collectively, "Notice") shall be in writing and shall be deemed properly given if delivered (i) by hand delivery, (ii) by a nationally recognized overnight courier, or (iii) by United States certified mail, return receipt requested, postage prepaid, addressed as follows:

If to City:
City of HARLINGEN
Attn: City Manager

With a copy to:
PARKS DIRECTOR

TO LEAGUE
Gerardo Hernandez
21772 FM 800
San Benito, TX 78586

Notice shall be deemed effective upon actual delivery if delivered by hand, on the next business day if delivered by overnight courier, or three (3) business days after deposit in the United States mail as provided above. Either party may change its notice address by providing written notice in accordance with this section. Failure to send a copy to the City Attorney shall not invalidate notice to the City but is intended for informational purposes.
Electronic mail (email) shall not constitute effective notice unless expressly acknowledged in writing by the receiving party.

XII. In the event any portion or all of said facility shall be destroyed or damaged by the elements, or other act of God ,or fire , this Agreement shall automatically terminate.

XIII. LEAGUE shall annually furnish to City:

1. A copy of its tax-exempt, non-profit status under Section 501(c) of the United States Internal Revenue Code; and
2. A copy of its Certificate of Incorporation; and
3. A copy of its by-laws; and
4. A list of current Board Members and Officers with email addresses, fax numbers, addresses and phone numbers; and
5. A copy of its annual audited financial statement at the end of the play season; and
6. A copy of its current IRS Form 990; and
7. Minutes of all board meetings; and
8. A copy of background checks of all board members and volunteers. (coaches, scorekeepers, trainers, etc.)

XIV. CONDITION OF PREMISES; DAMAGE; RESTORATION; RISK ALLOCATION

A. Condition of Premises; No Warranty.
The LEAGUE acknowledges that it has inspected the facilities and accepts them in their present condition, "AS IS," without representation or warranty by the CITY, express or implied, as to suitability, fitness, or condition. The CITY makes no warranty that the facilities will remain in any particular condition during the term of this Agreement, and all use is at the LEAGUE's sole risk.

B. Protection of Turf, Infield, Irrigation, and Improvements.
The LEAGUE shall exercise reasonable care to prevent damage to all turf areas, infields, irrigation systems, drainage systems, fencing, lighting, bleachers, dugouts, scoreboards, utilities, and all other improvements located on the premises. The LEAGUE shall not permit overuse of fields under wet conditions, unauthorized vehicle access, staking, drilling, trenching, driving posts, or any ground penetration without prior written approval of the Parks and Recreation Director. The CITY may suspend play or close fields at its sole discretion to prevent damage or allow turf recovery.

C. Responsibility for Damage Beyond Ordinary Wear.
The LEAGUE shall be responsible for and shall promptly reimburse the CITY for the full cost of repair or replacement of any damage to the facilities caused by the LEAGUE, its officers, members, coaches, players, volunteers, vendors, contractors, spectators, or guests, excluding ordinary wear and tear resulting from authorized use. The CITY's determination of whether damage exceeds ordinary wear and tear shall be final unless clearly arbitrary. Any damage arising from use outside the filed Chartered Season dates shall not constitute ordinary wear and tear and shall be fully reimbursable by the LEAGUE, regardless of cause.

D. Restoration Obligation.
Upon termination or expiration of this Agreement, the LEAGUE shall return the facilities to the CITY in substantially the same condition as received, reasonable wear and tear excepted. If restoration is required, the CITY may perform such work and invoice the LEAGUE for all associated costs, including labor, materials, equipment usage, and administrative expenses.

E. No Property Interest; Revocable License.
This Agreement grants only a revocable license to use designated facilities and does not convey any leasehold, possessory, or property interest. The CITY retains exclusive control over the premises at all times. Any improvements, fixtures, or attachments installed by the LEAGUE shall become the property of the CITY unless otherwise expressly agreed in writing.

F. Risk of Loss; No City Liability for Property.
The CITY shall not be responsible for loss, theft, or damage to equipment, inventory, concession supplies, signage, or personal property belonging to the LEAGUE or any third party. All such property is stored and used at the LEAGUE's sole risk.

G. Compliance With Safety and Field Protection Directives.
The LEAGUE shall immediately comply with any directive issued by the Parks and Recreation Director concerning field preservation, safety protocols, weather-related closures, or corrective maintenance practices. Failure to comply shall constitute a material breach of this Agreement.

H. Environmental and Hazardous Materials.
The LEAGUE shall not store, release, or dispose of fuel, chemicals, fertilizers, herbicides, cleaning solvents, or hazardous substances on CITY property without prior written approval. Any contamination caused by the LEAGUE shall be promptly remediated at its sole expense.

I. Field Recovery Periods.
The CITY reserves the right to impose rest periods, limit tournament scheduling, cap game counts, or restrict consecutive usage days in order to protect turf integrity and irrigation systems. Such determinations shall be within the CITY's sole discretion and shall not constitute a breach of this Agreement.

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

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

Agreed and approved by the undersigned partied on the 7th day of October, 2026 in Harlingen, Cameron County, Texas.

CITY OF HARLINGEN

BY: _____
Gabriel Gonzalez, CPM, City Manager

HARLINGEN NATIONAL BASEBALL/SOFTBALL LEAGUE

BY: _____
LEAGUE REPRESENTATIVE

7 P

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **October 7, 2026**

Agenda Item:

Consider and take action to approve a Facility Usage Agreement between the City of Harlingen and Harlingen National Baseball/Softball League.

Prepared By: Juan Mendiola III
Title: Director of Parks and Recreation
Signature:

Summary:

Summary

Consider and take action to approve a Facility Usage Agreement between the City of Harlingen and the Harlingen National Baseball/Softball League for use of Fields 1–8 at the Tom Wilson Youth Sports Complex during the League's approved chartered season, and authorize the City Manager to execute the agreement.

All required documents from the Harlingen National Baseball/Softball League are on file with the City Parks and Recreation office including their current list of board members, the league by-laws, a copy of their 501c3 certification status, and Certificate of Insurance.

The Park and Recreation Advisory Board met on September 22, 2026, and voted to recommend approving the agreement with standard conditions for an additional year.

Staff is recommending approval of this agreement as presented.

Staff Recommendation:

Staff recommends approval of the contract as presented and authorize the City Manager to execute the agreement.

City Manager's approval: GG	Yes	No	N/A

Comments:

City Attorney's approval:	Yes	No	N/A

STATE OF TEXAS §

§

CITY OF HARLINGEN §

FACILITY USAGE AGREEMENT FOR
HARLINGEN NATIONAL BASEBALL/SOFTBALL LEAGUE

I. This Facility Usage Agreement is hereby entered into this 7th day of October, 2026. between the CITY OF HARLINGEN, a Municipal Corporation situated in Cameron County, Texas, and acting herein by and through its duly authorized City Manager hereinafter designated as CITY, and HARLINGEN NATIONAL BASEBALL/SOFTBALL LEAGUE, hereinafter designated as the LEAGUE.

II. **License:** The CITY hereby grants a revocable non-exclusive license to the LEAGUE for athletic play during the term of this Agreement as follows:

a.) Location: Tom Wilson Youth Sports Complex. 1-8 Field(s).

b.) Days: Only during the LEAGUE's official Chartered Season, on the days shown in the schedule filed with and approved by the Parks and Recreation Director.

c.) Hours: Only during the scheduled hours for Chartered Season games and practices shown in the schedule filed with and approved by the Parks and Recreation Director.

The License is solely for fields/facilities specifically identified in this License. All green space at city parks are open and available to the public on a first-come, first-served basis. For purposes of this Agreement, "Chartered Season" means the official season established and sanctioned for the LEAGUE by its national governing body and confirmed by written documentation filed with the CITY, including the LEAGUE's

current charter and that season's official start and end dates. The license granted under this Agreement applies only during the dates confirmed in that documentation and does not authorize the LEAGUE's activities generally.

For purposes of this Agreement, the LEAGUE shall designate one (1) national governing or sanctioning body for each sport covered by this Agreement. Only the charter and official season dates issued by that designated governing or sanctioning body shall be recognized by the CITY in determining the LEAGUE's Chartered Season. Affiliation with, membership in, or obtaining a charter or sanction from any additional governing or sanctioning body shall not establish an additional Chartered Season or extend the dates of facility use authorized under this Agreement. Any additional seasonal use outside the recognized Chartered Season shall require written approval by the Parks and Recreation Director pursuant to Section IV.P.

III. Term: The Fall term of the Agreement will commence on the 8th day of October, 2026 and will terminate on the 15th day of December, 2026. The Spring term of the Agreement will commence on the 1st day of March, 2027. and will terminate on the 31st day of May, 2027. This Agreement may not be extended and will require a new license from the City of Harlingen.

IV. Consideration: In consideration of the mutual covenants and agreements contained herein, including but not limited to the CITY's grant of a revocable non-exclusive license to use public facilities, and LEAGUE's agreement to comply with all terms, conditions, restrictions, indemnities, and waivers set forth in this Agreement, the parties agree the following constitute fair and reasonable consideration;

a) LEAGUE shall pay to CITY the sum of One Dollar ($1.00). Said sum shall be payable to the CITY at the office of the Parks and Recreation Director of said CITY at 502 E. Tyler, Harlingen, Texas, 78550, (956) 216-5952 at the time of execution of this Agreement.

b.) LEAGUE shall comply with all operational, maintenance, insurance, and indemnity obligations;

c.) LEAGUE shall assume all risks associated with use of the facilities; and LEAGUE express waivers and releases set forth in this Agreement.

d.) LEAGUE acknowledges and agrees that its execution of this Agreement, including its agreement to the termination provisions, limitation of liability, waiver of claims, and release of CITY, constitutes a material and bargained-for component of the consideration supporting this Agreement.

V. Conditions: This license is expressly subject to the following terms and conditions:

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

B. The basic use of said facility by the LEAGUE shall be for the purpose of promoting, training and playing youth baseball and the operation of the concessions incidental to such activities.

C. LEAGUE will not use the facility for any activities other than the basic use described above and scheduled Chartered Season activities without prior consent of the Parks and Recreation Director. Excluded uses include: (a) any independently organized, in-house, travel, select, or all-star league or tournament that is not part of the sanctioned Chartered Season; (b) practices, tryouts, or workouts held outside the filed Chartered Season dates; and (c) any other non-chartered activity. Any excluded use requires a separate written facility rental agreement with the CITY at the CITY's then-current standard rental rates and is not covered by this Agreement. Use of the facility for an excluded purpose without a separate written facility rental agreement constitutes a material breach of this Agreement.

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

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

1. Alcoholic beverages in all Municipal Parks are prohibited.
2. Sale of any items in glass containers is prohibited.

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

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

H. CITY shall have the right to make the facility available, subject to the approved LEAGUE schedule (inclusive of any rainout or other rescheduled dates), to any CITY, school, civic group, or association which desires the use of said facility for any event or program for CITY, non-profit, and/or charitable purposes; provided that any such use shall not conflict with a previously scheduled game or other permitted event or program. Use of a facility for the above-mentioned uses shall be subject to CITY policies regarding such activities and to prior approval by Parks and Recreation Director.

I. LEAGUE shall take the licensed premises as is and with all faults.

J. CITY shall have the right to take over/use any of these facilities in the event of public necessity, declared emergency, or other public need.

K. The LEAGUE shall bear all costs incidental to operation of said the LEAGUE hereunder except as noted below:

1. CITY shall maintain grass facility areas by providing watering, fertilizing, and mowing. Said services shall be provided only on normal work days and during normal work hours. The CITY shall square, and mark fields at the beginning of the season and the LEAGUE shall drag and/or mark fields from that point forward. The Exceptions to the provisions in this paragraph "1." shall be for the LEAGUE sponsored regional and/or national tournaments as deemed appropriate by the Parks and Recreation Director. Said tournaments shall be of a nature that has both an economic and tourism impact on the City.

2. Where installed, CITY agrees to provide utilities (except as noted in #3 below); maintain goals, lights, fence and bleachers.
3. If applicable, the LEAGUE shall maintain, at the LEAGUE expense, any scoreboard, if present, its attendant cables, controls, etc. and the LEAGUE shall own and maintain, at its expense, any public address system used.
4. The LEAGUE shall provide at own expense (when applicable), umpires, officials, scoreboard operators.
5. The LEAGUE is responsible for picking-up any and all trash generated or created by any aspect of the LEAGUE operation and use of CITY facilities, including, but not limited to, attendance at LEAGUE events and concession sales.
6. If applicable, the LEAGUE is responsible for cleaning and minor plumbing issues (i.e. clogs in sinks, urinals, or toilets) at facility restrooms and concessions including before, during and after league games, tournaments and any other club associated events, except restrooms not under the exclusive control of the league. The LEAGUE shall provide restroom cleaning supplies paper products, and hand soap for dispensers.
7. In the event of storms, hurricanes, high winds, or any other act of God, the LEAGUE is responsible for the removal of all their signage and sponsor boards from fences at their designated areas of play or operation.
8. The LEAGUE shall submit yearly composition of board to include one Parent/Participant representative. (City representative will be allowed to attend.)
9. The LEAGUE shall conduct 2 in season board meetings open to the public/participants/parents.
10. The LEAGUE is recommended to submit a bid to their affiliated association for (1) regional tournament per calendar year.

L. Lights used during practice must be turned off no later than 10:00 p.m. Failure to comply with this provision of the Agreement will result in either the LEAGUE

being charged for electrical use for the month in which the infraction occurred or forfeiture of the Agreement and the Leagues ability to use the Facilities. These conditions do not pertain to tournament play. Tournament play dates must be provided to the Parks and Recreation Director at least two weeks before the tournament is scheduled to commence. Use of lights is only for in-season games/practices/tournaments. Any other usage must be requested prior and approved by the Parks and Recreation Director.

M. If entry fees (gate) are to be charged to those attending league events at the Facility, they may only include tournaments and game play, and such fees shall not exceed the following amounts:

1. Participants in that day's tournament or game play (players, cheerleaders, etc) shall not be charged fee;
2. Persons eleven (11) years of age and younger shall be charged no more than one dollar ($1.00) per day;
3. Persons twelve (12) years of age and older shall be charged no more than two dollars ($2.00) per day.

N. Reservation of City Authority and Licensee Obligations

1. The Parks and Recreation Director may override or modify the LEAGUE's schedule to allow public access, City programs, or other uses in the community's best interest. All facilities are owned by the CITY. The CITY retains ultimate authority over access and use at all times.
2. Use is limited to Chartered Season activities and approved concessions unless otherwise authorized through a separate written facility rental agreement with the CITY.
3. The LEAGUE shall not interfere with citizen access to open areas or other portions of the facility not assigned for scheduled league play or practice.
4. The LEAGUE is responsible for the behavior of officers, members, coaches, players, volunteers, spectators, and guests. Any misconduct, unlawful behavior, or negative impact on the CITY is a breach of this Agreement.

O. Communication With City Employees; Outside Employment. The LEAGUE, its officers, coaches, volunteers, representatives, and members shall not direct, supervise, assign work to, or otherwise exercise authority over CITY employees. During CITY employees' scheduled work hours, all requests for maintenance, field preparation, facility access, repairs, scheduling, or other CITY services shall be directed through the Parks and Recreation Director or his/her designee. Nothing in this Agreement prohibits a CITY employee from separately working for, volunteering with, or providing services to the LEAGUE outside of the employee's scheduled CITY work hours, provided such activity complies with all applicable CITY personnel policies, outside-employment requirements, conflict-of-interest requirements, and supervisory approvals. Any such activity shall be performed solely in the employees' private capacity and shall not constitute work performed on behalf of the CITY.

P. Additional Seasonal Use. Notwithstanding the foregoing, the Parks and Recreation Director may, in his/her discretion, authorize the LEAGUE to conduct one additional seasonal period outside of its official Chartered Season. Any such authorization must be in writing and shall specify the approved dates, facilities, days, and hours of use. Additional seasonal use shall be subject to facility availability, field conditions, scheduled CITY programs and events, maintenance requirements, and all other terms and conditions of this Agreement. Approval of an additional seasonal period shall not create any continuing, exclusive, or vested right to use CITY facilities and may be modified, suspended, or revoked by the Parks and Recreation Director.

VI. No later than ten (10) working days prior to the Start Date of the Agreement, the LEAGUE shall file with the CITY a schedule showing the dates and times that the facility will be used for practices, regularly scheduled games or races, ceremonies, or other activities for the first three months of the year. Schedule updates will be submitted every ninety (90) days thereafter. The

schedule and any updates shall be subject to review as per Section IV.A. of this agreement. Additionally, the LEAGUE shall file with the CITY a roster or list of registrants, including names and home addresses. The LEAGUE shall, as soon as practical, notify CITY of any race or practice rescheduling and dates for major races or practices on said premises. No later than ten (10) working days before each Chartered Season begins, the LEAGUE shall also file written documentation from its national governing body confirming the LEAGUE's current charter and that season's official start and end dates. Facility access under this Agreement is limited to the dates confirmed in the filed documentation and the schedule approved by the Parks and Recreation Director.

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

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

B. Nothing herein shall prevent the CITY from making improvements to a facility at CITY'S expense, if the CITY shall see fit to do so.

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

VIII. The LEAGUE shall carry valid and collectible Commercial General Liability (CGL) insurance, naming the CITY OF HARLINGEN as an additional insured, for not less than Two

Million ($2,000,000.00) Dollars aggregate and One Million ($1,000,000.00) each occurrence for bodily injury or death and Five Hundred Thousand and No/100 ($500,000.00) Dollars each occurrence for property damage. Such insurance policy shall provide that the same cannot be canceled unless thirty (30) days written notice of such cancellation has been given to CITY. If such policy is canceled or expires during the term of this Agreement, the LEAGUE shall forthwith discontinue the use of said facility unless and until a policy in the amounts hereinabove provided is obtained and presented to the Parks and Recreation Director of the City of Harlingen, Texas. A copy of said insurance policy shall be submitted to the Risk Manager of Harlingen for review prior to the execution of this Agreement by CITY.

IX. Indemnification and Defense.

TO THE FULLEST EXTENT PERMITTED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS, INCLUDING WITHOUT LIMITATION TEXAS CIVIL PRACTICE AND REMEDIES CODE § 127.001 ET SEQ. AND APPLICABLE MUNICIPAL LAW, LEAGUE SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CITY, ITS ELECTED OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "CITY INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LOSSES, LIABILITIES, LIENS, JUDGMENTS, PENALTIES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, COURT COSTS, AND EXPERT FEES) OF EVERY KIND AND CHARACTER, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE, INCLUDING CLAIMS FOR BODILY INJURY, PERSONAL INJURY, SICKNESS, DISEASE, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO: (A) THE USE, OCCUPANCY, OR CONDITION OF THE FACILITIES; (B) ANY ACT OR OMISSION OF LEAGUE OR ITS OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS, CONTRACTORS, PARTICIPANTS, OR INVITEES; OR (C) ANY ACTIVITY CONDUCTED BY OR ON BEHALF OF LEAGUE UNDER THIS AGREEMENT. SUCH INDEMNITY SHALL APPLY REGARDLESS OF WHETHER ANY SUCH CLAIM, DAMAGE, LOSS, OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, WHETHER SOLE, CONCURRENT, COMPARATIVE, OR CONTRIBUTORY, STRICT LIABILITY, OR OTHER FAULT OF ANY CITY INDEMNIFIED PARTY; PROVIDED, HOWEVER, THAT NOTHING HEREIN SHALL BE CONSTRUED TO REQUIRE LEAGUE TO INDEMNIFY OR HOLD HARMLESS ANY CITY INDEMNIFIED PARTY FROM LIABILITY ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH CITY INDEMNIFIED PARTY, TO THE EXTENT PROHIBITED BY TEXAS LAW. IT IS THE EXPRESS INTENT OF THE PARTIES THAT THIS INDEMNITY PROVISION COMPLIES WITH THE "EXPRESS

NEGLIGENCE DOCTRINE" AND THE "CONSPICUOUSNESS REQUIREMENT" UNDER TEXAS LAW, AND THAT LEAGUE IS OBLIGATED TO INDEMNIFY THE CITY INDEMNIFIED PARTIES FOR THEIR OWN NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR A CONCURRENT CAUSE OF THE CLAIM OR DAMAGE, SUBJECT ONLY TO THE LIMITATIONS EXPRESSLY SET FORTH HEREIN. LEAGUE SHALL, AT ITS SOLE COST AND EXPENSE, DEFEND ANY CLAIM OR ACTION BROUGHT AGAINST ANY CITY INDEMNIFIED PARTY WITH COUNSEL ACCEPTABLE TO CITY, AND CITY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO PARTICIPATE IN SUCH DEFENSE AT ITS OWN EXPENSE. LEAGUE SHALL NOT SETTLE ANY CLAIM IN A MANNER THAT IMPOSES LIABILITY OR OBLIGATIONS ON ANY CITY INDEMNIFIED PARTY WITHOUT THE PRIOR WRITTEN CONSENT OF CITY. THE OBLIGATIONS OF LEAGUE UNDER THIS SECTION SHALL NOT BE LIMITED BY THE AMOUNT OR TYPE OF INSURANCE REQUIRED UNDER THIS AGREEMENT OR OTHERWISE CARRIED BY LEAGUE, AND SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. HOWEVER, TO THE EXTENT REQUIRED BY APPLICABLE LAW OR EXPRESSLY AGREED ELSEWHERE IN THIS AGREEMENT, LEAGUE'S DUTY TO INDEMNIFY MAY BE LIMITED TO THE COVERAGE AND PROCEEDS AVAILABLE UNDER THE INSURANCE POLICIES REQUIRED TO BE MAINTAINED BY LEAGUE AND APPROVED BY CITY. LEAGUE SHALL MAINTAIN IN FULL FORCE AND EFFECT ALL INSURANCE REQUIRED BY THIS AGREEMENT, AND FAILURE TO MAINTAIN SUCH COVERAGE SHALL CONSTITUTE A MATERIAL BREACH. IN THE EVENT OF ANY LAPSE, CANCELLATION, OR REDUCTION IN COVERAGE, CITY SHALL HAVE THE IMMEDIATE RIGHT TO SUSPEND OR TERMINATE LEAGUE'S USE OF THE FACILITIES UNTIL SATISFACTORY PROOF OF COMPLIANT INSURANCE IS PROVIDED AND APPROVED BY CITY'S RISK MANAGEMENT.

X. Termination

Suspension and Termination

A. Nature of Interest; No Vested Rights.

This Agreement grants only a revocable license to use City facilities and does not convey any leasehold, property interest, or vested right of any kind. League acknowledges that its rights under this Agreement are permissive only and subject at all times to the superior rights of City to control, manage, and use its facilities for public purposes.

B. Summary Suspension.

City may, in its sole and absolute discretion, immediately suspend League's use of all or any portion of the facilities, without prior notice, opportunity to cure, or hearing, upon a good-faith determination that: (i) a condition or conduct exists that poses a threat to public health, safety, or welfare; (ii) a violation of this Agreement or applicable law has occurred or is reasonably likely

to occur; or (iii) a Cause Event (as defined below) has occurred or is reasonably likely to occur. Such suspension shall be effective immediately upon verbal or written notice from City and shall remain in effect until City determines, in its sole discretion, that the condition giving rise to the suspension has been remedied or no longer exists. During any period of suspension, League shall cease all use of the facilities and shall not be entitled to any compensation, credit, or damages of any kind. City's exercise of its rights under this subsection shall not constitute a waiver of any other rights or remedies, including termination.

C. **Termination for Cause.** City may terminate this Agreement immediately, without prior notice, opportunity to cure, or hearing, upon the occurrence of any one or more of the following events (each, a "Cause Event"):

(a) Any act of violence, threat of violence, illegal activity, or disorderly, disruptive, or dangerous conduct occurring on or about the facilities and attributable to League or any of its officers, directors, members, coaches, players, volunteers, contractors, agents, spectators, invitees, or guests;

(b) Any conduct or omission by League or any of its officers, directors, members, coaches, players, volunteers, contractors, agents, spectators, invitees, or guests that, in the City's sole and absolute discretion, results in or is reasonably likely to result in public disrepute, scandal, embarrassment, or negative publicity to the City;

(c) Repeated interference with or obstruction of public access to City facilities or property outside of scheduled and City-approved League activities, including any attempt to exclude, restrict, or deter members of the public from lawful use of such facilities;

(d) Failure of League to procure, maintain, or provide proof of any insurance coverage required under this Agreement, including any lapse, cancellation, or material reduction in such coverage;

(e) Any material violation of applicable federal, state, or local law, or any rule, policy, or directive of the City governing use of the facilities.

(f) Use of the facility for an excluded or non-chartered purpose without a separate written facility rental agreement approved by the CITY.

Upon the occurrence of a Cause Event, City may immediately terminate this Agreement, and all rights of League to use the facilities shall cease without further action. League shall immediately vacate the facilities and remove all property at its sole cost and expense.

League expressly waives any right to prior notice, opportunity to cure, administrative review, or claim for damages, lost profits, reliance, or compensation of any kind arising from or related to a suspension or termination under this section.

D. Termination Without Cause.
Any termination of this Agreement by City that is not a termination for cause pursuant to this Section III shall be deemed a "Termination Without Cause." City may terminate this Agreement without cause upon thirty (30) days' prior written notice to League.

Upon delivery of such notice, League shall be entitled to continue its authorized use of the facilities during the notice period, subject at all times to the terms and conditions of this Agreement. Upon expiration of the thirty (30) day notice period, this Agreement shall automatically terminate without further action by either party.

Upon termination, League shall immediately cease all use of the facilities, vacate the premises, and remove all personal property at its sole cost and expense. Any property not removed within the time required by City may, at City's option, be removed, stored, or disposed of by City at League's sole risk and expense.

League acknowledges and agrees that a Termination Without Cause shall not give rise to any claim for damages, lost profits, reliance, reimbursement, or compensation of any kind, and League expressly waives any such claims.

E. Cumulative Remedies.
The rights and remedies provided herein are cumulative and in addition to any other rights or remedies available to City at law or in equity.

XI. Notice
Any notice, demand, request, or other communication required or permitted under this Agreement (collectively, "Notice") shall be in writing and shall be deemed properly given if delivered (i) by hand delivery, (ii) by a nationally recognized overnight courier, or (iii) by United States certified mail, return receipt requested, postage prepaid, addressed as follows:

If to City:
City of HARLINGEN
Attn: City Manager

With a copy to:
PARKS DIRECTOR

TO LEAGUE
Gerardo Hernandez
21772 FM 800
San Benito, TX 78586

Notice shall be deemed effective upon actual delivery if delivered by hand, on the next business day if delivered by overnight courier, or three (3) business days after deposit in the United States mail as provided above. Either party may change its notice address by providing written notice in accordance with this section. Failure to send a copy to the City Attorney shall not invalidate notice to the City but is intended for informational purposes.
Electronic mail (email) shall not constitute effective notice unless expressly acknowledged in writing by the receiving party.

XII. In the event any portion or all of said facility shall be destroyed or damaged by the elements, or other act of God ,or fire , this Agreement shall automatically terminate.

XIII. LEAGUE shall annually furnish to City:

1. A copy of its tax-exempt, non-profit status under Section 501(c) of the United States Internal Revenue Code; and
2. A copy of its Certificate of Incorporation; and
3. A copy of its by-laws; and
4. A list of current Board Members and Officers with email addresses, fax numbers, addresses and phone numbers; and
5. A copy of its annual audited financial statement at the end of the play season; and
6. A copy of its current IRS Form 990; and
7. Minutes of all board meetings; and
8. A copy of background checks of all board members and volunteers. (coaches, scorekeepers, trainers, etc.)

XIV. CONDITION OF PREMISES; DAMAGE; RESTORATION; RISK ALLOCATION

A. Condition of Premises; No Warranty.
The LEAGUE acknowledges that it has inspected the facilities and accepts them in their present condition, "AS IS," without representation or warranty by the CITY, express or implied, as to suitability, fitness, or condition. The CITY makes no warranty that the facilities will remain in any particular condition during the term of this Agreement, and all use is at the LEAGUE's sole risk.

B. Protection of Turf, Infield, Irrigation, and Improvements.
The LEAGUE shall exercise reasonable care to prevent damage to all turf areas, infields, irrigation systems, drainage systems, fencing, lighting, bleachers, dugouts, scoreboards, utilities, and all other improvements located on the premises. The LEAGUE shall not permit overuse of fields under wet conditions, unauthorized vehicle access, staking, drilling, trenching, driving posts, or any ground penetration without prior written approval of the Parks and Recreation Director. The CITY may suspend play or close fields at its sole discretion to prevent damage or allow turf recovery.

C. Responsibility for Damage Beyond Ordinary Wear.
The LEAGUE shall be responsible for and shall promptly reimburse the CITY for the full cost of repair or replacement of any damage to the facilities caused by the LEAGUE, its officers, members, coaches, players, volunteers, vendors, contractors, spectators, or guests, excluding ordinary wear and tear resulting from authorized use. The CITY's determination of whether damage exceeds ordinary wear and tear shall be final unless clearly arbitrary. Any damage arising from use outside the filed Chartered Season dates shall not constitute ordinary wear and tear and shall be fully reimbursable by the LEAGUE, regardless of cause.

D. Restoration Obligation.
Upon termination or expiration of this Agreement, the LEAGUE shall return the facilities to the CITY in substantially the same condition as received, reasonable wear and tear excepted. If restoration is required, the CITY may perform such work and invoice the LEAGUE for all associated costs, including labor, materials, equipment usage, and administrative expenses.

E. No Property Interest; Revocable License.
This Agreement grants only a revocable license to use designated facilities and does not convey any leasehold, possessory, or property interest. The CITY retains exclusive control over the premises at all times. Any improvements, fixtures, or attachments installed by the LEAGUE shall become the property of the CITY unless otherwise expressly agreed in writing.

F. Risk of Loss; No City Liability for Property.
The CITY shall not be responsible for loss, theft, or damage to equipment, inventory, concession supplies, signage, or personal property belonging to the LEAGUE or any third party. All such property is stored and used at the LEAGUE's sole risk.

G. Compliance With Safety and Field Protection Directives.
The LEAGUE shall immediately comply with any directive issued by the Parks and Recreation Director concerning field preservation, safety protocols, weather-related closures, or corrective maintenance practices. Failure to comply shall constitute a material breach of this Agreement.

H. Environmental and Hazardous Materials.
The LEAGUE shall not store, release, or dispose of fuel, chemicals, fertilizers, herbicides, cleaning solvents, or hazardous substances on CITY property without prior written approval. Any contamination caused by the LEAGUE shall be promptly remediated at its sole expense.

I. Field Recovery Periods.
The CITY reserves the right to impose rest periods, limit tournament scheduling, cap game counts, or restrict consecutive usage days in order to protect turf integrity and irrigation systems. Such determinations shall be within the CITY's sole discretion and shall not constitute a breach of this Agreement.

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

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

Agreed and approved by the undersigned partied on the _7th__ day of October, 2026 in Harlingen, Cameron County, Texas.

CITY OF HARLINGEN

BY: _____
Gabriel Gonzalez, CPM, City Manager

HARLINGEN NATIONAL BASEBALL/SOFTBALL LEAGUE

BY: _____
LEAGUE REPRESENTATIVE

7a

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **October 7, 2026**

Agenda Item:

Consider and take action to approve a Facility Usage Agreement between the City of Harlingen and Harlingen National Youth Football League.

Prepared By: Juan Mendiola III
Title: Director of Parks and Recreation
Signature:

Summary:

Summary

Consider and take action to approve a Facility Usage Agreement between the City of Harlingen and the Harlingen National Youth Football League for use of 1–3 football fields at Victor Park during the League's approved chartered season, and authorize the City Manager to execute the agreement.

All required documents from the Harlingen National Youth Football League are on file with the City Parks and Recreation office including their current list of board members, the league by-laws, a copy of their 501c3 certification status, and Certificate of Insurance.

The Park and Recreation Advisory Board met on September 22, 2026, and voted to recommend approving the agreement with standard conditions for an additional year.

Staff is recommending approval of this agreement as presented.

Staff Recommendation:

Staff recommends approval of the contract as presented and authorize the City Manager to execute the agreement.

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

Comments:

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

STATE OF TEXAS §

§

CITY OF HARLINGEN §

FACILITY USAGE AGREEMENT FOR
HARLINGEN NATIONAL YOUTH FOOTBALL LEAGUE

I. This Facility Usage Agreement is hereby entered into this 7th day of October, 2026. between the CITY OF HARLINGEN, a Municipal Corporation situated in Cameron County, Texas, and acting herein by and through its duly authorized City Manager hereinafter designated as CITY, and HARLINGEN NATIONAL YOUTH FOOTBALL LEAGUE, hereinafter designated as the LEAGUE.

II. **License:** The CITY hereby grants a revocable non-exclusive license to the LEAGUE for athletic play during the term of this Agreement as follows:

a.) Location: Victor Park. 1-3 Football Field(s).

b.) Days: Only during the LEAGUE's official Chartered Season, on the days shown in the schedule filed with and approved by the Parks and Recreation Director.

c.) Hours: Only during the scheduled hours for Chartered Season games and practices shown in the schedule filed with and approved by the Parks and Recreation Director.

The License is solely for fields/facilities specifically identified in this License. All green space at city parks are open and available to the public on a first-come, first-served basis. For purposes of this Agreement, "Chartered Season" means the official season established and sanctioned for the LEAGUE by its national governing body and confirmed by written documentation filed with the CITY, including the LEAGUE's

current charter and that season's official start and end dates. The license granted under this Agreement applies only during the dates confirmed in that documentation and does not authorize the LEAGUE's activities generally.

For purposes of this Agreement, the LEAGUE shall designate one (1) national governing or sanctioning body for each sport covered by this Agreement. Only the charter and official season dates issued by that designated governing or sanctioning body shall be recognized by the CITY in determining the LEAGUE's Chartered Season. Affiliation with, membership in, or obtaining a charter or sanction from any additional governing or sanctioning body shall not establish an additional Chartered Season or extend the dates of facility use authorized under this Agreement. Any additional seasonal use outside the recognized Chartered Season shall require written approval by the Parks and Recreation Director pursuant to Section IV.P.

III. Term: The Fall term of the Agreement will commence on the 8th day of October, 2026 and will terminate on the 15th day of December, 2026. The Spring term of the Agreement will commence on the 1st day of March, 2027 and will terminate on the 30th day of June, 2027. This Agreement may not be extended and will require a new license from the City of Harlingen.

IV. Consideration: In consideration of the mutual covenants and agreements contained herein, including but not limited to the CITY's grant of a revocable non-exclusive license to use public facilities, and LEAGUE's agreement to comply with all terms, conditions, restrictions, indemnities, and waivers set forth in this Agreement, the parties agree the following constitute fair and reasonable consideration;

a) LEAGUE shall pay to CITY the sum of One Dollar ($1.00). Said sum shall be payable to the CITY at the office of the Parks and Recreation Director of said CITY at 502 E. Tyler, Harlingen, Texas, 78550, (956) 216-5952 at the time of execution of this Agreement.

b.) LEAGUE shall comply with all operational, maintenance, insurance, and indemnity obligations;

c.) LEAGUE shall assume all risks associated with use of the facilities; and LEAGUE express waivers and releases set forth in this Agreement.

d.) LEAGUE acknowledges and agrees that its execution of this Agreement, including its agreement to the termination provisions, limitation of liability, waiver of claims, and release of CITY, constitutes a material and bargained-for component of the consideration supporting this Agreement.

V. Conditions: This license is expressly subject to the following terms and conditions:

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

B. The basic use of said facility by the LEAGUE shall be for the purpose of promoting, training and playing youth flag football and the operation of the concessions incidental to such activities.

C. LEAGUE will not use the facility for any activities other than the basic use described above and scheduled Chartered Season activities without prior consent of the Parks and Recreation Director. Excluded uses include: (a) any independently organized, in-house, travel, select, or all-star league or tournament that is not part of the sanctioned Chartered Season; (b) practices, tryouts, or workouts held outside the filed Chartered Season dates; and (c) any other non-chartered activity. Any excluded use requires a separate written facility rental agreement with the CITY at the CITY's then-current standard rental rates and is not covered by this Agreement. Use of the facility for an excluded purpose without a separate written facility rental agreement constitutes a material breach of this Agreement.

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

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

1. Alcoholic beverages in all Municipal Parks are prohibited.
2. Sale of any items in glass containers is prohibited.

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

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

H. CITY shall have the right to make the facility available, subject to the approved LEAGUE schedule (inclusive of any rainout or other rescheduled dates), to any CITY, school, civic group, or association which desires the use of said facility for any event or program for CITY, non-profit, and/or charitable purposes; provided that any such use shall not conflict with a previously scheduled game or other permitted event or program. Use of a facility for the above-mentioned uses shall be subject to CITY policies regarding such activities and to prior approval by Parks and Recreation Director.

I. LEAGUE shall take the licensed premises as is and with all faults.

J. CITY shall have the right to take over/use any of these facilities in the event of public necessity, declared emergency, or other public need.

K. The LEAGUE shall bear all costs incidental to operation of said the LEAGUE hereunder except as noted below:

1. CITY shall maintain grass facility areas by providing watering, fertilizing, and mowing. Said services shall be provided only on normal work days and during normal work hours. The CITY shall square, and mark fields at the beginning of the season and the LEAGUE shall drag and/or mark fields from that point forward. The Exceptions to the provisions in this paragraph "1." shall be for the LEAGUE sponsored regional and/or national tournaments as deemed appropriate by the Parks and Recreation Director. Said tournaments shall be of a nature that has both an economic and tourism impact on the City.

2. Where installed, CITY agrees to provide utilities (except as noted in #3 below); maintain goals, lights, fence and bleachers.
3. If applicable, the LEAGUE shall maintain, at the LEAGUE expense, any scoreboard, if present, its attendant cables, controls, etc. and the LEAGUE shall own and maintain, at its expense, any public address system used.
4. The LEAGUE shall provide at own expense (when applicable), umpires, officials, scoreboard operators.
5. The LEAGUE is responsible for picking-up any and all trash generated or created by any aspect of the LEAGUE operation and use of CITY facilities, including, but not limited to, attendance at LEAGUE events and concession sales.
6. If applicable, the LEAGUE is responsible for cleaning and minor plumbing issues (i.e. clogs in sinks, urinals, or toilets) at facility restrooms and concessions including before, during and after league games, tournaments and any other club associated events, except restrooms not under the exclusive control of the league. The LEAGUE shall provide restroom cleaning supplies paper products, and hand soap for dispensers.
7. In the event of storms, hurricanes, high winds, or any other act of God, the LEAGUE is responsible for the removal of all their signage and sponsor boards from fences at their designated areas of play or operation.
8. The LEAGUE shall submit yearly composition of board to include one Parent/Participant representative. (City representative will be allowed to attend.)
9. The LEAGUE shall conduct 2 in season board meetings open to the public/participants/parents.
10. The LEAGUE is recommended to submit a bid to their affiliated association for (1) regional tournament per calendar year.

L. Lights used during practice must be turned off no later than 10:00 p.m. Failure to comply with this provision of the Agreement will result in either the LEAGUE

being charged for electrical use for the month in which the infraction occurred or forfeiture of the Agreement and the Leagues ability to use the Facilities. These conditions do not pertain to tournament play. Tournament play dates must be provided to the Parks and Recreation Director at least two weeks before the tournament is scheduled to commence. Use of lights is only for in-season games/practices/tournaments. Any other usage must be requested prior and approved by the Parks and Recreation Director.

M. If entry fees (gate) are to be charged to those attending league events at the Facility, they may only include tournaments and game play, and such fees shall not exceed the following amounts:

1. Participants in that day's tournament or game play (players, cheerleaders, etc) shall not be charged fee;
2. Persons eleven (11) years of age and younger shall be charged no more than one dollar ($1.00) per day;
3. Persons twelve (12) years of age and older shall be charged no more than two dollars ($2.00) per day.

N. Reservation of City Authority and Licensee Obligations

1. The Parks and Recreation Director may override or modify the LEAGUE's schedule to allow public access, City programs, or other uses in the community's best interest. All facilities are owned by the CITY. The CITY retains ultimate authority over access and use at all times.
2. Use is limited to Chartered Season activities and approved concessions unless otherwise authorized through a separate written facility rental agreement with the CITY.
3. The LEAGUE shall not interfere with citizen access to open areas or other portions of the facility not assigned for scheduled league play or practice.
4. The LEAGUE is responsible for the behavior of officers, members, coaches, players, volunteers, spectators, and guests. Any misconduct, unlawful behavior, or negative impact on the CITY is a breach of this Agreement.

O. Communication With City Employees; Outside Employment. The LEAGUE, its officers, coaches, volunteers, representatives, and members shall not direct, supervise, assign work to, or otherwise exercise authority over CITY employees. During CITY employees' scheduled work hours, all requests for maintenance, field preparation, facility access, repairs, scheduling, or other CITY services shall be directed through the Parks and Recreation Director or his/her designee. Nothing in this Agreement prohibits a CITY employee from separately working for, volunteering with, or providing services to the LEAGUE outside of the employee's scheduled CITY work hours, provided such activity complies with all applicable CITY personnel policies, outside-employment requirements, conflict-of-interest requirements, and supervisory approvals. Any such activity shall be performed solely in the employees' private capacity and shall not constitute work performed on behalf of the CITY.

P. Additional Seasonal Use. Notwithstanding the foregoing, the Parks and Recreation Director may, in his/her discretion, authorize the LEAGUE to conduct one additional seasonal period outside of its official Chartered Season. Any such authorization must be in writing and shall specify the approved dates, facilities, days, and bours of use. Additional seasonal use shall be subject to facility availability, field conditions, scheduled CITY programs and events, maintenance requirements, and all other terms and conditions of this Agreement. Approval of an additional seasonal period shall not create any continuing, exclusive, or vested right to use CITY facilities and may be modified, suspended, or revoked by the Parks and Recreation Director.

VI. No later than ten (10) working days prior to the Start Date of the Agreement, the LEAGUE shall file with the CITY a schedule showing the dates and times that the facility will be used for practices, regularly scheduled games or races, ceremonies, or other activities for the first three months of the year. Schedule updates will be submitted every ninety (90) days thereafter. The

schedule and any updates shall be subject to review as per Section IV.A. of this agreement. Additionally, the LEAGUE shall file with the CITY a roster or list of registrants, including names and home addresses. The LEAGUE shall, as soon as practical, notify CITY of any race or practice rescheduling and dates for major races or practices on said premises. No later than ten (10) working days before each Chartered Season begins, the LEAGUE shall also file written documentation from its national governing body confirming the LEAGUE's current charter and that season's official start and end dates. Facility access under this Agreement is limited to the dates confirmed in the filed documentation and the schedule approved by the Parks and Recreation Director.

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

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

B. Nothing herein shall prevent the CITY from making improvements to a facility at CITY'S expense, if the CITY shall see fit to do so.

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

VIII. The LEAGUE shall carry valid and collectible Commercial General Liability (CGL) insurance, naming the CITY OF HARLINGEN as an additional insured, for not less than Two

Million ($2,000,000.00) Dollars aggregate and One Million ($1,000,000.00) each occurrence for bodily injury or death and Five Hundred Thousand and No/100 ($500,000.00) Dollars each occurrence for property damage. Such insurance policy shall provide that the same cannot be canceled unless thirty (30) days written notice of such cancellation has been given to CITY. If such policy is canceled or expires during the term of this Agreement, the LEAGUE shall forthwith discontinue the use of said facility unless and until a policy in the amounts hereinabove provided is obtained and presented to the Parks and Recreation Director of the City of Harlingen, Texas. A copy of said insurance policy shall be submitted to the Risk Manager of Harlingen for review prior to the execution of this Agreement by CITY.

IX. Indemnification and Defense.

TO THE FULLEST EXTENT PERMITTED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS, INCLUDING WITHOUT LIMITATION TEXAS CIVIL PRACTICE AND REMEDIES CODE § 127.001 ET SEQ. AND APPLICABLE MUNICIPAL LAW, LEAGUE SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CITY, ITS ELECTED OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "CITY INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LOSSES, LIABILITIES, LIENS, JUDGMENTS, PENALTIES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, COURT COSTS, AND EXPERT FEES) OF EVERY KIND AND CHARACTER, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE, INCLUDING CLAIMS FOR BODILY INJURY, PERSONAL INJURY, SICKNESS, DISEASE, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO: (A) THE USE, OCCUPANCY, OR CONDITION OF THE FACILITIES; (B) ANY ACT OR OMISSION OF LEAGUE OR ITS OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS, CONTRACTORS, PARTICIPANTS, OR INVITEES; OR (C) ANY ACTIVITY CONDUCTED BY OR ON BEHALF OF LEAGUE UNDER THIS AGREEMENT. SUCH INDEMNITY SHALL APPLY REGARDLESS OF WHETHER ANY SUCH CLAIM, DAMAGE, LOSS, OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, WHETHER SOLE, CONCURRENT, COMPARATIVE, OR CONTRIBUTORY, STRICT LIABILITY, OR OTHER FAULT OF ANY CITY INDEMNIFIED PARTY; PROVIDED, HOWEVER, THAT NOTHING HEREIN SHALL BE CONSTRUED TO REQUIRE LEAGUE TO INDEMNIFY OR HOLD HARMLESS ANY CITY INDEMNIFIED PARTY FROM LIABILITY ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH CITY INDEMNIFIED PARTY, TO THE EXTENT PROHIBITED BY TEXAS LAW. IT IS THE EXPRESS INTENT OF THE PARTIES THAT THIS INDEMNITY PROVISION COMPLIES WITH THE "EXPRESS

NEGLIGENCE DOCTRINE" AND THE "CONSPICUOUSNESS REQUIREMENT" UNDER TEXAS LAW, AND THAT LEAGUE IS OBLIGATED TO INDEMNIFY THE CITY INDEMNIFIED PARTIES FOR THEIR OWN NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR A CONCURRENT CAUSE OF THE CLAIM OR DAMAGE, SUBJECT ONLY TO THE LIMITATIONS EXPRESSLY SET FORTH HEREIN. LEAGUE SHALL, AT ITS SOLE COST AND EXPENSE, DEFEND ANY CLAIM OR ACTION BROUGHT AGAINST ANY CITY INDEMNIFIED PARTY WITH COUNSEL ACCEPTABLE TO CITY, AND CITY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO PARTICIPATE IN SUCH DEFENSE AT ITS OWN EXPENSE. LEAGUE SHALL NOT SETTLE ANY CLAIM IN A MANNER THAT IMPOSES LIABILITY OR OBLIGATIONS ON ANY CITY INDEMNIFIED PARTY WITHOUT THE PRIOR WRITTEN CONSENT OF CITY. THE OBLIGATIONS OF LEAGUE UNDER THIS SECTION SHALL NOT BE LIMITED BY THE AMOUNT OR TYPE OF INSURANCE REQUIRED UNDER THIS AGREEMENT OR OTHERWISE CARRIED BY LEAGUE, AND SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. HOWEVER, TO THE EXTENT REQUIRED BY APPLICABLE LAW OR EXPRESSLY AGREED ELSEWHERE IN THIS AGREEMENT, LEAGUE'S DUTY TO INDEMNIFY MAY BE LIMITED TO THE COVERAGE AND PROCEEDS AVAILABLE UNDER THE INSURANCE POLICIES REQUIRED TO BE MAINTAINED BY LEAGUE AND APPROVED BY CITY. LEAGUE SHALL MAINTAIN IN FULL FORCE AND EFFECT ALL INSURANCE REQUIRED BY THIS AGREEMENT, AND FAILURE TO MAINTAIN SUCH COVERAGE SHALL CONSTITUTE A MATERIAL BREACH. IN THE EVENT OF ANY LAPSE, CANCELLATION, OR REDUCTION IN COVERAGE, CITY SHALL HAVE THE IMMEDIATE RIGHT TO SUSPEND OR TERMINATE LEAGUE'S USE OF THE FACILITIES UNTIL SATISFACTORY PROOF OF COMPLIANT INSURANCE IS PROVIDED AND APPROVED BY CITY'S RISK MANAGEMENT.

X. Termination

Suspension and Termination

A. Nature of Interest; No Vested Rights.

This Agreement grants only a revocable license to use City facilities and does not convey any leasehold, property interest, or vested right of any kind. League acknowledges that its rights under this Agreement are permissive only and subject at all times to the superior rights of City to control, manage, and use its facilities for public purposes.

B. Summary Suspension.

City may, in its sole and absolute discretion, immediately suspend League's use of all or any portion of the facilities, without prior notice, opportunity to cure, or hearing, upon a good-faith determination that: (i) a condition or conduct exists that poses a threat to public health, safety, or welfare; (ii) a violation of this Agreement or applicable law has occurred or is reasonably likely

to occur; or (iii) a Cause Event (as defined below) has occurred or is reasonably likely to occur. Such suspension shall be effective immediately upon verbal or written notice from City and shall remain in effect until City determines, in its sole discretion, that the condition giving rise to the suspension has been remedied or no longer exists. During any period of suspension, League shall cease all use of the facilities and shall not be entitled to any compensation, credit, or damages of any kind. City's exercise of its rights under this subsection shall not constitute a waiver of any other rights or remedies, including termination.

C. **Termination for Cause.** City may terminate this Agreement immediately, without prior notice, opportunity to cure, or hearing, upon the occurrence of any one or more of the following events (each, a "Cause Event"):

(a) Any act of violence, threat of violence, illegal activity, or disorderly, disruptive, or dangerous conduct occurring on or about the facilities and attributable to League or any of its officers, directors, members, coaches, players, volunteers, contractors, agents, spectators, invitees, or guests;

(b) Any conduct or omission by League or any of its officers, directors, members, coaches, players, volunteers, contractors, agents, spectators, invitees, or guests that, in the City's sole and absolute discretion, results in or is reasonably likely to result in public disrepute, scandal, embarrassment, or negative publicity to the City;

(c) Repeated interference with or obstruction of public access to City facilities or property outside of scheduled and City-approved League activities, including any attempt to exclude, restrict, or deter members of the public from lawful use of such facilities;

(d) Failure of League to procure, maintain, or provide proof of any insurance coverage required under this Agreement, including any lapse, cancellation, or material reduction in such coverage;

(e) Any material violation of applicable federal, state, or local law, or any rule, policy, or directive of the City governing use of the facilities.

(f) Use of the facility for an excluded or non-chartered purpose without a separate written facility rental agreement approved by the CITY.

Upon the occurrence of a Cause Event, City may immediately terminate this Agreement, and all rights of League to use the facilities shall cease without further action. League shall immediately vacate the facilities and remove all property at its sole cost and expense.

League expressly waives any right to prior notice, opportunity to cure, administrative review, or claim for damages, lost profits, reliance, or compensation of any kind arising from or related to a suspension or termination under this section.

D. Termination Without Cause.
Any termination of this Agreement by City that is not a termination for cause pursuant to this Section III shall be deemed a "Termination Without Cause." City may terminate this Agreement without cause upon thirty (30) days' prior written notice to League.

Upon delivery of such notice, League shall he entitled to continue its authorized use of the facilities during the notice period, subject at all times to the terms and conditions of this Agreement. Upon expiration of the thirty (30) day notice period, this Agreement shall automatically terminate without further action hy either party.

Upon termination, League shall immediately cease all use of the facilities, vacate the premises, and remove all personal property at its sole cost and expense. Any property not removed within the time required by City may, at City's option, be removed, stored, or disposed of by City at League's sole risk and expense.

League acknowledges and agrees that a Termination Without Cause shall not give rise to any claim for damages, lost profits, reliance, reimbursement, or compensation of any kind, and League expressly waives any such claims.

E. Cumulative Remedies.
The rights and remedies provided herein are cumulative and in addition to any other rights or remedies available to City at law or in equity.

XI. Notice
Any notice, demand, request, or other communication required or permitted under this Agreement (collectively, "Notice") shall be in writing and shall be deemed properly given if delivered (i) by hand delivery, (ii) by a nationally recognized overnight courier, or (iii) by United States certified mail, return receipt requested, postage prepaid, addressed as follows:

If to City:
City of HARLINGEN
Attn: City Manager

With a copy to:
PARKS DIRECTOR

TO LEAGUE
Gerardo Hernandez
21772 FM 800
San Benito, TX 78586

Notice shall be deemed effective upon actual delivery if delivered by hand, on the next business day if delivered by overnight courier, or three (3) business days after deposit in the United States mail as provided above. Either party may change its notice address by providing written notice in accordance with this section. Failure to send a copy to the City Attorney shall not invalidate notice to the City but is intended for informational purposes.
Electronic mail (email) shall not constitute effective notice unless expressly acknowledged in writing by the receiving party.

XII. In the event any portion or all of said facility shall he destroyed or damaged by the elements, or other act of God ,or fire , this Agreement shall automatically terminate.

XIII. LEAGUE shall annually furnish to City:

1. A copy of its tax-exempt, non-profit status under Section 501(c) of the United States Internal Revenue Code; and
2. A copy of its Certificate of Incorporation; and
3. A copy of its by-laws; and
4. A list of current Board Members and Officers with email addresses, fax numbers, addresses and phone numbers; and
5. A copy of its annual audited financial statement at the end of the play season; and
6. A copy of its current IRS Form 990; and
7. Minutes of all board meetings; and
8. A copy of background checks of all board members and volunteers. (coaches, scorekeepers, trainers, etc.)

XIV. CONDITION OF PREMISES; DAMAGE; RESTORATION; RISK ALLOCATION

A. Condition of Premises; No Warranty.
The LEAGUE acknowledges that it has inspected the facilities and accepts them in their present condition, "AS IS," without representation or warranty by the CITY, express or implied, as to suitability, fitness, or condition. The CITY makes no warranty that the facilities will remain in any particular condition during the term of this Agreement, and all use is at the LEAGUE's sole risk.

B. Protection of Turf, Infield, Irrigation, and Improvements.
The LEAGUE shall exercise reasonable care to prevent damage to all turf areas, infields, irrigation systems, drainage systems, fencing, lighting, bleachers, dugouts, scoreboards, utilities, and all other improvements located on the premises. The LEAGUE shall not permit overuse of fields under wet conditions, unauthorized vehicle access, staking, drilling, trenching, driving posts, or any ground penetration without prior written approval of the Parks and Recreation Director. The CITY may suspend play or close fields at its sole discretion to prevent damage or allow turf recovery.

C. Responsibility for Damage Beyond Ordinary Wear.
The LEAGUE shall be responsible for and shall promptly reimburse the CITY for the full cost of repair or replacement of any damage to the facilities caused by the LEAGUE, its officers, members, coaches, players, volunteers, vendors, contractors, spectators, or guests, excluding ordinary wear and tear resulting from authorized use. The CITY's determination of whether damage exceeds ordinary wear and tear shall be final unless clearly arbitrary. Any damage arising from use outside the filed Chartered Season dates shall not constitute ordinary wear and tear and shall be fully reimbursable by the LEAGUE, regardless of cause.

D. Restoration Obligation.
Upon termination or expiration of this Agreement, the LEAGUE shall return the facilities to the CITY in substantially the same condition as received, reasonable wear and tear excepted. If restoration is required, the CITY may perform such work and invoice the LEAGUE for all associated costs, including labor, materials, equipment usage, and administrative expenses.

E. No Property Interest; Revocable License.
This Agreement grants only a revocable license to use designated facilities and does not convey any leasehold, possessory, or property interest. The CITY retains exclusive control over the premises at all times. Any improvements, fixtures, or attachments installed by the LEAGUE shall become the property of the CITY unless otherwise expressly agreed in writing.

F. Risk of Loss; No City Liability for Property.
The CITY shall not be responsible for loss, theft, or damage to equipment, inventory, concession supplies, signage, or personal property belonging to the LEAGUE or any third party. All such property is stored and used at the LEAGUE's sole risk.

G. Compliance With Safety and Field Protection Directives.
The LEAGUE shall immediately comply with any directive issued by the Parks and Recreation Director concerning field preservation, safety protocols, weather-related closures, or corrective maintenance practices. Failure to comply shall constitute a material breach of this Agreement.

H. Environmental and Hazardous Materials.
The LEAGUE shall not store, release, or dispose of fuel, chemicals, fertilizers, herbicides, cleaning solvents, or hazardous substances on CITY property without prior written approval. Any contamination caused by the LEAGUE shall be promptly remediated at its sole expense.

I. Field Recovery Periods.
The CITY reserves the right to impose rest periods, limit tournament scheduling, cap game counts, or restrict consecutive usage days in order to protect turf integrity and irrigation systems. Such determinations shall be within the CITY's sole discretion and shall not constitute a breach of this Agreement.

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

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

Agreed and approved by the undersigned partied on the _7th__ day of October, 2026 in Harlingen, Cameron County, Texas.

CITY OF HARLINGEN

BY: _____
Gabriel Gonzalez, CPM, City Manager

HARLINGEN NATIONAL BASEBALL/SOFTBALL LEAGUE

BY: _____
LEAGUE REPRESENTATIVE

7r

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **October 7, 2026**

Agenda Item:

Consider and take action to approve a Facility Usage Agreement between the City of Harlingen and South Texas Little League.

Prepared By: Juan Mendiola III
Title: Director of Parks and Recreation
Signature:

Summary:

Summary

Consider and take action to approve a Facility Use Agreement between the City of Harlingen and South Texas Little League for use of Fields 1–6 at Pendleton Park during the League's approved chartered season, and authorize the City Manager to execute the agreement.

All required documents from the South Texas Little League are on file with the City Parks and Recreation office including their current list of board members, the league by-laws, a copy of their 501c3 certification status, and Certificate of Insurance.

The Park and Recreation Advisory Board met on September 22, 2026, and voted to recommend approving the agreement with standard conditions for an additional year.

Staff is recommending approval of this agreement as presented.

Staff Recommendation:

Staff recommends approval of the contract as presented and authorize the City Manager to execute the agreement.

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

Comments:

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

STATE OF TEXAS §

§

CITY OF HARLINGEN §

FACILITY USAGE AGREEMENT FOR
SOUTH TEXAS LITTLE LEAGUE

I. This Facility Usage Agreement is hereby entered into this 7th day of October, 2026. between the CITY OF HARLINGEN, a Municipal Corporation situated in Cameron County, Texas, and acting herein by and through its duly authorized City Manager hereinafter designated as CITY, and SOUTH TEXAS LITTLE LEAGUE, hereinafter designated as the LEAGUE.

II. **License:** The CITY hereby grants a revocable non-exclusive license to the LEAGUE for athletic play during the term of this Agreement as follows:

a.) Location: Pendleton Park. 1-6 Field(s).

b.) Days: Only during the LEAGUE's official Chartered Season, on the days shown in the schedule filed with and approved by the Parks and Recreation Director.

c.) Hours: Only during the scheduled hours for Chartered Season games and practices shown in the schedule filed with and approved by the Parks and Recreation Director.

The License is solely for fields/facilities specifically identified in this License. All green space at city parks are open and available to the public on a first-come, first-served basis. For purposes of this Agreement, "Chartered Season" means the official season established and sanctioned for the LEAGUE by its national governing body and confirmed by written documentation filed with the CITY, including the LEAGUE's

current charter and that season's official start and end dates. The license granted under this Agreement applies only during the dates confirmed in that documentation and does not authorize the LEAGUE's activities generally.

For purposes of this Agreement, the LEAGUE shall designate one (1) national governing or sanctioning body for each sport covered by this Agreement. Only the charter and official season dates issued by that designated governing or sanctioning body shall be recognized by the CITY in determining the LEAGUE's Chartered Season. Affiliation with, membership in, or obtaining a charter or sanction from any additional governing or sanctioning body shall not establish an additional Chartered Season or extend the dates of facility use authorized under this Agreement. Any additional seasonal use outside the recognized Chartered Season shall require written approval by the Parks and Recreation Director pursuant to Section IV.P.

III. Term: The Fall term of the Agreement will commence on the 8th day of October, 2026 and will terminate on the 15th day of December, 2026. The Spring term of the Agreement will commence on the 1st day of February, 2027 and will terminate on the 31st day of May, 2027. This Agreement may not be extended and will require a new license from the City of Harlingen.

IV. Consideration: In consideration of the mutual covenants and agreements contained herein, including but not limited to the CITY's grant of a revocable non-exclusive license to use puhlic facilities, and LEAGUE's agreement to comply with all terms, conditions, restrictions, indemnities, and waivers set forth in this Agreement, the parties agree the following constitute fair and reasonable consideration;

a) LEAGUE shall pay to CITY the sum of One Dollar ($1.00). Said sum shall be payable to the CITY at the office of the Parks and Recreation Director of said CITY at 502 E. Tyler, Harlingen, Texas, 78550, (956) 216-5952 at the time of execution of this Agreement.

b.) LEAGUE shall comply with all operational, maintenance, insurance, and indemnity obligations;

c.) LEAGUE shall assume all risks associated with use of the facilities; and LEAGUE express waivers and releases set forth in this Agreement.

d.) LEAGUE acknowledges and agrees that its execution of this Agreement, including its agreement to the termination provisions, limitation of liability, waiver of claims, and release of CITY, constitutes a material and bargained-for component of the consideration supporting this Agreement.

V. Conditions: This license is expressly subject to the following terms and conditions:

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

B. The basic use of said facility by the LEAGUE shall be for the purpose of promoting, training and playing baseball/softball and the operation of the concessions incidental to such activities.

C. LEAGUE will not use the facility for any activities other than the basic use described above and scheduled Chartered Season activities without prior consent of the Parks and Recreation Director. Excluded uses include: (a) any independently organized, in-house, travel, select, or all-star league or tournament that is not part of the sanctioned Chartered Season; (b) practices, tryouts, or workouts held outside the filed Chartered Season dates; and (c) any other non-chartered activity. Any excluded use requires a separate written facility rental agreement with the CITY at the CITY's then-current standard rental rates and is not covered by this Agreement. Use of the facility for an excluded purpose without a separate written facility rental agreement constitutes a material breach of this Agreement.

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

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

1. Alcoholic beverages in all Municipal Parks are prohibited.
2. Sale of any items in glass containers is prohibited.

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

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

H. CITY shall have the right to make the facility available, subject to the approved LEAGUE schedule (inclusive of any rainout or other rescheduled dates), to any CITY, school, civic group, or association which desires the use of said facility for any event or program for CITY, non-profit, and/or charitable purposes; provided that any such use shall not conflict with a previously scheduled game or other permitted event or program. Use of a facility for the above-mentioned uses shall be subject to CITY policies regarding such activities and to prior approval by Parks and Recreation Director.

I. LEAGUE shall take the licensed premises as is and with all faults.

J. CITY shall have the right to take over/use any of these facilities in the event of public necessity, declared emergency, or other public need.

K. The LEAGUE shall bear all costs incidental to operation of said the LEAGUE hereunder except as noted below:

1. CITY shall maintain grass facility areas by providing watering, fertilizing, and mowing. Said services shall be provided only on normal work days and during normal work hours. The CITY shall square, and mark fields at the beginning of the season and the LEAGUE shall drag and/or mark fields from that point forward. The Exceptions to the provisions in this paragraph "1." shall be for the LEAGUE sponsored regional and/or national tournaments as deemed appropriate by the Parks and Recreation Director. Said tournaments shall be of a nature that has both an economic and tourism impact on the City.

2. Where installed, CITY agrees to provide utilities (except as noted in #3 below); maintain goals, lights, fence and bleachers.
3. If applicable, the LEAGUE shall maintain, at the LEAGUE expense, any scoreboard, if present, its attendant cables, controls, etc. and the LEAGUE shall own and maintain, at its expense, any puhlic address system used.
4. The LEAGUE shall provide at own expense (when applicable), umpires, officials, scoreboard operators.
5. The LEAGUE is responsible for picking-up any and all trash generated or created by any aspect of the LEAGUE operation and use of CITY facilities, including, but not limited to, attendance at LEAGUE events and concession sales.
6. If applicable, the LEAGUE is responsible for cleaning and minor plumbing issues (i.e. clogs in sinks, urinals, or toilets) at facility restrooms and concessions including before, during and after league games, tournaments and any other club associated events, except restrooms not under the exclusive control of the league. The LEAGUE shall provide restroom cleaning supplies paper products, and hand soap for dispensers.
7. In the event of storms, hurricanes, high winds, or any other act of God, the LEAGUE is responsible for the removal of all their signage and sponsor boards from fences at their designated areas of play or operation.
8. The LEAGUE shall submit yearly composition of board to include one Parent/Participant representative. (City representative will be allowed to attend.)
9. The LEAGUE shall conduct 2 in season board meetings open to the public/participants/parents.
10. The LEAGUE is recommended to submit a bid to their affiliated association for (1) regional tournament per calendar year.

L. Lights used during practice must he turned off no later than 10:00 p.m. Failure to comply with this provision of the Agreement will result in either the LEAGUE

being charged for electrical use for the month in which the infraction occurred or forfeiture of the Agreement and the Leagues ability to use the Facilities. These conditions do not pertain to tournament play. Tournament play dates must be provided to the Parks and Recreation Director at least two weeks before the tournament is scheduled to commence. Use of lights is only for in-season games/practices/tournaments. Any other usage must be requested prior and approved by the Parks and Recreation Director.

M. If entry fees (gate) are to be charged to those attending league events at the Facility, they may only include tournaments and game play, and such fees shall not exceed the following amounts:
    1. Participants in that day's tournament or game play (players, cheerleaders, etc) shall not be charged fee;
    2. Persons eleven (11) years of age and younger shall be charged no more than one dollar ($1.00) per day:
    3. Persons twelve (12) years of age and older shall be charged no more than two dollars ($2.00) per day.

N. Reservation of City Authority and Licensee Obligations
    1. The Parks and Recreation Director may override or modify the LEAGUE's schedule to allow public access, City programs, or other uses in the community's best interest. All facilities are owned by the CITY. The CITY retains ultimate authority over access and use at all times.
    2. Use is limited to Chartered Season activities and approved concessions unless otherwise authorized through a separate written facility rental agreement with the CITY.
    3. The LEAGUE shall not interfere with citizen access to open areas or other portions of the facility not assigned for scheduled league play or practice.
    4. The LEAGUE is responsible for the behavior of officers, members, coaches, players, volunteers, spectators, and guests. Any misconduct, unlawful behavior, or negative impact on the CITY is a breach of this

Agreement.

O. Communication With City Employees; Outside Employment. The LEAGUE, its officers, coaches, volunteers, representatives, and members shall not direct, supervise, assign work to, or otherwise exercise authority over CITY employees. During CITY employees' scheduled work hours, all requests for maintenance, field preparation, facility access, repairs, scheduling, or other CITY services shall be directed through the Parks and Recreation Director or his/her designee. Nothing in this Agreement prohibits a CITY employee from separately working for, volunteering with, or providing services to the LEAGUE outside of the employee's scheduled CITY work hours, provided such activity complies with all applicable CITY personnel policies, outside-employment requirements, conflict-of-interest requirements, and supervisory approvals. Any such activity shall be performed solely in the employees' private capacity and shall not constitute work performed on behalf of the CITY.

P. Additional Seasonal Use. Notwithstanding the foregoing, the Parks and Recreation Director may, in his/her discretion, authorize the LEAGUE to conduct one additional seasonal period outside of its official Chartered Season. Any such authorization must be in writing and shall specify the approved dates, facilities, days, and hours of use. Additional seasonal use shall be subject to facility availability, field conditions, scheduled CITY programs and events, maintenance requirements, and all other terms and conditions of this Agreement. Approval of an additional seasonal period shall not create any continuing, exclusive, or vested right to use CITY facilities and may be modified, suspended, or revoked by the Parks and Recreation Director.

VI. No later than ten (10) working days prior to the Start Date of the Agreement, the LEAGUE shall file with the CITY a schedule showing the dates and times that the facility will be used for practices, regularly scheduled games or races, ceremonies, or other activities for the first three

months of the year. Schedule updates will be submitted every ninety (90) days thereafter. The schedule and any updates shall be subject to review as per Section IV.A. of this agreement. Additionally, the LEAGUE shall file with the CITY a roster or list of registrants, including names and home addresses. The LEAGUE shall, as soon as practical, notify CITY of any race or practice rescheduling and dates for major races or practices on said premises. No later than ten (10) working days before each Chartered Season begins, the LEAGUE shall also file written documentation from its national governing body confirming the LEAGUE's current charter and that season's official start and end dates. Facility access under this Agreement is limited to the dates confirmed in the filed documentation and the schedule approved by the Parks and Recreation Director.

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

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

B. Nothing herein shall prevent the CITY from making improvements to a facility at CITY'S expense, if the CITY shall see fit to do so.

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

VIII. The LEAGUE shall carry valid and collectible Commercial General Liability (CGL)

insurance, naming the CITY OF HARLINGEN as an additional insured, for not less than Two Million ($2,000,000.00) Dollars aggregate and One Million ($1,000,000.00) each occurrence for hodily injury or death and Five Hundred Thousand and No/100 ($500,000.00) Dollars each occurrence for property damage. Such insurance policy shall provide that the same cannot be canceled unless thirty (30) days written notice of such cancellation has been given to CITY. If such policy is canceled or expires during the term of this Agreement, the LEAGUE shall forthwith discontinue the use of said facility unless and until a policy in the amounts hereinabove provided is obtained and presented to the Parks and Recreation Director of the City of Harlingen, Texas. A copy of said insurance policy shall be submitted to the Risk Manager of Harlingen for review prior to the execution of this Agreement by CITY.

IX. Indemnification and Defense.

TO THE FULLEST EXTENT PERMITTED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS, INCLUDING WITHOUT LIMITATION TEXAS CIVIL PRACTICE AND REMEDIES CODE § 127.001 ET SEQ. AND APPLICABLE MUNICIPAL LAW, LEAGUE SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CITY, ITS ELECTED OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "CITY INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LOSSES, LIABILITIES, LIENS, JUDGMENTS, PENALTIES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, COURT COSTS, AND EXPERT FEES) OF EVERY KIND AND CHARACTER, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE, INCLUDING CLAIMS FOR BODILY INJURY, PERSONAL INJURY, SICKNESS, DISEASE, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO: (A) THE USE, OCCUPANCY, OR CONDITION OF THE FACILITIES; (B) ANY ACT OR OMISSION OF LEAGUE OR ITS OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS, CONTRACTORS, PARTICIPANTS, OR INVITEES; OR (C) ANY ACTIVITY CONDUCTED BY OR ON BEHALF OF LEAGUE UNDER THIS AGREEMENT. SUCH INDEMNITY SHALL APPLY REGARDLESS OF WHETHER ANY SUCH CLAIM, DAMAGE, LOSS, OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, WHETHER SOLE, CONCURRENT, COMPARATIVE, OR CONTRIBUTORY, STRICT LIABILITY, OR OTHER FAULT OF ANY CITY INDEMNIFIED PARTY; PROVIDED, HOWEVER, THAT NOTHING HEREIN SHALL BE CONSTRUED TO REQUIRE LEAGUE TO INDEMNIFY OR HOLD HARMLESS ANY CITY INDEMNIFIED PARTY FROM LIABILITY ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH CITY INDEMNIFIED PARTY, TO THE EXTENT PROHIBITED BY TEXAS LAW. IT IS THE EXPRESS INTENT OF THE PARTIES

THAT THIS INDEMNITY PROVISION COMPLIES WITH THE "EXPRESS NEGLIGENCE DOCTRINE" AND THE "CONSPICUOUSNESS REQUIREMENT" UNDER TEXAS LAW, AND THAT LEAGUE IS OBLIGATED TO INDEMNIFY THE CITY INDEMNIFIED PARTIES FOR THEIR OWN NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR A CONCURRENT CAUSE OF THE CLAIM OR DAMAGE, SUBJECT ONLY TO THE LIMITATIONS EXPRESSLY SET FORTH HEREIN. LEAGUE SHALL, AT ITS SOLE COST AND EXPENSE, DEFEND ANY CLAIM OR ACTION BROUGHT AGAINST ANY CITY INDEMNIFIED PARTY WITH COUNSEL ACCEPTABLE TO CITY, AND CITY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO PARTICIPATE IN SUCH DEFENSE AT ITS OWN EXPENSE. LEAGUE SHALL NOT SETTLE ANY CLAIM IN A MANNER THAT IMPOSES LIABILITY OR OBLIGATIONS ON ANY CITY INDEMNIFIED PARTY WITHOUT THE PRIOR WRITTEN CONSENT OF CITY. THE OBLIGATIONS OF LEAGUE UNDER THIS SECTION SHALL NOT BE LIMITED BY THE AMOUNT OR TYPE OF INSURANCE REQUIRED UNDER THIS AGREEMENT OR OTHERWISE CARRIED BY LEAGUE, AND SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. HOWEVER, TO THE EXTENT REQUIRED BY APPLICABLE LAW OR EXPRESSLY AGREED ELSEWHERE IN THIS AGREEMENT, LEAGUE'S DUTY TO INDEMNIFY MAY BE LIMITED TO THE COVERAGE AND PROCEEDS AVAILABLE UNDER THE INSURANCE POLICIES REQUIRED TO BE MAINTAINED BY LEAGUE AND APPROVED BY CITY. LEAGUE SHALL MAINTAIN IN FULL FORCE AND EFFECT ALL INSURANCE REQUIRED BY THIS AGREEMENT, AND FAILURE TO MAINTAIN SUCH COVERAGE SHALL CONSTITUTE A MATERIAL BREACH. IN THE EVENT OF ANY LAPSE, CANCELLATION, OR REDUCTION IN COVERAGE, CITY SHALL HAVE THE IMMEDIATE RIGHT TO SUSPEND OR TERMINATE LEAGUE'S USE OF THE FACILITIES UNTIL SATISFACTORY PROOF OF COMPLIANT INSURANCE IS PROVIDED AND APPROVED BY CITY'S RISK MANAGEMENT.

X. Termination

Suspension and Termination

A. Nature of Interest; No Vested Rights.

This Agreement grants only a revocable license to use City facilities and does not convey any leasehold, property interest, or vested right of any kind. League acknowledges that its rights under this Agreement are permissive only and subject at all times to the superior rights of City to control, manage, and use its facilities for public purposes.

B. Summary Suspension.

City may, in its sole and absolute discretion, immediately suspend League's use of all or any portion of the facilities, without prior notice, opportunity to cure, or hearing, upon a good-faith determination that: (i) a condition or conduct exists that poses a threat to public health, safety, or

welfare; (ii) a violation of this Agreement or applicable law has occurred or is reasonably likely to occur; or (iii) a Cause Event (as defined below) has occurred or is reasonably likely to occur. Such suspension shall be effective immediately upon verbal or written notice from City and shall remain in effect until City determines, in its sole discretion, that the condition giving rise to the suspension has been remedied or no longer exists. During any period of suspension, League shall cease all use of the facilities and shall not be entitled to any compensation, credit, or damages of any kind. City's exercise of its rights under this subsection shall not constitute a waiver of any other rights or remedies, including termination.

C. Termination for Cause. City may terminate this Agreement immediately, without prior notice, opportunity to cure, or hearing, upon the occurrence of any one or more of the following events (each, a "Cause Event"):

(a) Any act of violence, threat of violence, illegal activity, or disorderly, disruptive, or dangerous conduct occurring on or about the facilities and attributable to League or any of its officers, directors, members, coaches, players, volunteers, contractors, agents, spectators, invitees, or guests;

(b) Any conduct or omission by League or any of its officers, directors, members, coaches, players, volunteers, contractors, agents, spectators, invitees, or guests that, in the City's sole and absolute discretion, results in or is reasonably likely to result in public disrepute, scandal, embarrassment, or negative publicity to the City;

(c) Repeated interference with or obstruction of public access to City facilities or property outside of scheduled and City-approved League activities, including any attempt to exclude, restrict, or deter members of the public from lawful use of such facilities;

(d) Failure of League to procure, maintain, or provide proof of any insurance coverage required under this Agreement, including any lapse, cancellation, or material reduction in such coverage;

(e) Any material violation of applicable federal, state, or local law, or any rule, policy, or directive of the City governing use of the facilities.

(f) Use of the facility for an excluded or non-chartered purpose without a separate written facility rental agreement approved by the CITY.

Upon the occurrence of a Cause Event, City may immediately terminate this Agreement, and all rights of League to use the facilities shall cease without further action. League shall immediately vacate the facilities and remove all property at its sole cost and expense.

League expressly waives any right to prior notice, opportunity to cure, administrative review, or claim for damages, lost profits, reliance, or compensation of any kind arising from or related to a suspension or termination under this section.

D. Termination Without Cause.
Any termination of this Agreement by City that is not a termination for cause pursuant to this Section III shall be deemed a "Termination Without Cause." City may terminate this Agreement without cause upon thirty (30) days' prior written notice to League.

Upon delivery of such notice, League shall be entitled to continue its authorized use of the facilities during the notice period, subject at all times to the terms and conditions of this Agreement. Upon expiration of the thirty (30) day notice period, this Agreement shall automatically terminate without further action by either party.

Upon termination, League shall immediately cease all use of the facilities, vacate the premises, and remove all personal property at its sole cost and expense. Any property not removed within the time required by City may, at City's option, be removed, stored, or disposed of by City at League's sole risk and expense.

League acknowledges and agrees that a Termination Without Cause shall not give rise to any claim for damages, lost profits, reliance, reimbursement, or compensation of any kind, and League expressly waives any such claims.

E. Cumulative Remedies.
The rights and remedies provided herein are cumulative and in addition to any other rights or remedies available to City at law or in equity.

XI. Notice
Any notice, demand, request, or other communication required or permitted under this Agreement (collectively, "Notice") shall be in writing and shall be deemed properly given if delivered (i) by hand delivery, (ii) by a nationally recognized overnight courier, or (iii) by United States certified mail, return receipt requested, postage prepaid, addressed as follows:

If to City:
City of HARLINGEN
Attn: City Manager

With a copy to:
PARKS DIRECTOR

TO LEAGUE
South Texas Little League Roberto Davidson
1918 East Madison
Harlingen, Tx 78550

Notice shall be deemed effective upon actual delivery if delivered by hand, on the next business day if delivered by overnight courier, or three (3) business days after deposit in the United States mail as provided above. Either party may change its notice address by providing written notice in accordance with this section. Failure to send a copy to the City Attorney shall not invalidate notice to the City but is intended for informational purposes.
Electronic mail (email) shall not constitute effective notice unless expressly acknowledged in writing by the receiving party.

XII. In the event any portion or all of said facility shall be destroyed or damaged by the elements, or other act of God ,or fire , this Agreement shall automatically terminate.

XIII. LEAGUE shall annually furnish to City:

1. A copy of its tax-exempt, non-profit status under Section 501(c) of the United States Internal Revenue Code; and
2. A copy of its Certificate of Incorporation; and
3. A copy of its by-laws; and
4. A list of current Board Members and Officers with email addresses, fax numbers, addresses and phone numbers; and
5. A copy of its annual audited financial statement at the end of the play season; and
6. A copy of its current IRS Form 990; and
7. Minutes of all board meetings; and
8. A copy of background checks of all board members and volunteers. (coaches, scorekeepers, trainers, etc.)

XIV. CONDITION OF PREMISES; DAMAGE; RESTORATION; RISK ALLOCATION

A. Condition of Premises; No Warranty.
The LEAGUE acknowledges that it has inspected the facilities and accepts them in their present condition, "AS IS," without representation or warranty by the CITY, express or implied, as to suitability, fitness, or condition. The CITY makes no warranty that the facilities will remain in any particular condition during the term of this Agreement, and all use is at the LEAGUE's sole risk.

B. Protection of Turf, Infield, Irrigation, and Improvements.
The LEAGUE shall exercise reasonable care to prevent damage to all turf areas, infields, irrigation systems, drainage systems, fencing, lighting, bleachers, dugouts, scoreboards, utilities, and all other improvements located on the premises. The LEAGUE shall not permit overuse of fields under wet conditions, unauthorized vehicle access, staking, drilling, trenching, driving posts, or any ground penetration without prior written approval of the Parks and Recreation Director. The CITY may suspend play or close fields at its sole discretion to prevent damage or allow turf recovery.

C. Responsibility for Damage Beyond Ordinary Wear.
The LEAGUE shall be responsible for and shall promptly reimburse the CITY for the full cost of repair or replacement of any damage to the facilities caused by the LEAGUE, its officers, members, coaches, players, volunteers, vendors, contractors, spectators, or guests, excluding ordinary wear and tear resulting from authorized use. The CITY's determination of whether damage exceeds ordinary wear and tear shall be final unless clearly arbitrary. Any damage arising from use outside the filed Chartered Season dates shall not constitute ordinary wear and tear and shall be fully reimbursable by the LEAGUE, regardless of cause.

D. Restoration Obligation.
Upon termination or expiration of this Agreement, the LEAGUE shall return the facilities to the CITY in substantially the same condition as received, reasonable wear and tear excepted. If restoration is required, the CITY may perform such work and invoice the LEAGUE for all associated costs, including labor, materials, equipment usage, and administrative expenses.

E. No Property Interest; Revocable License.
This Agreement grants only a revocable license to use designated facilities and does not convey any leasehold, possessory, or property interest. The CITY retains exclusive control over the premises at all times. Any improvements, fixtures, or attachments installed by the LEAGUE shall become the property of the CITY unless otherwise expressly agreed in writing.

F. Risk of Loss; No City Liability for Property.
The CITY shall not be responsible for loss, theft, or damage to equipment, inventory, concession supplies, signage, or personal property belonging to the LEAGUE or any third party. All such property is stored and used at the LEAGUE's sole risk.

G. Compliance With Safety and Field Protection Directives.
The LEAGUE shall immediately comply with any directive issued by the Parks and Recreation Director concerning field preservation, safety protocols, weather-related closures, or corrective maintenance practices. Failure to comply shall constitute a material breach of this Agreement.

H. Environmental and Hazardous Materials.
The LEAGUE shall not store, release, or dispose of fuel, chemicals, fertilizers, herbicides, cleaning solvents, or hazardous substances on CITY property without prior written approval. Any contamination caused by the LEAGUE shall be promptly remediated at its sole expense.

I. Field Recovery Periods.
The CITY reserves the right to impose rest periods, limit tournament scheduling, cap game counts, or restrict consecutive usage days in order to protect turf integrity and irrigation systems. Such determinations shall be within the CITY's sole discretion and shall not constitute a breach of this Agreement.

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

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

Agreed and approved by the undersigned partied on the _7th__ day of October, 2026 in Harlingen. Cameron County, Texas.

CITY OF HARLINGEN

BY: _____
Gabriel Gonzalez, CPM, City Manager

SOUTH TEXAS LITTLE LEAGUE

BY: _____
LEAGUE REPRESENTATIVE

7s

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **October 7, 2026**

Agenda Item:

Consider and take action to approve a Facility Usage Agreement between the City of Harlingen and Texas Bronco Baseball/Softball League.

Prepared By: Juan Mendiola III
Title: Director of Parks and Recreation
Signature:

Summary:

Summary

Consider and take action to approve a Facility Use Agreement between the City of Harlingen and the Texas Bronco Baseball/Softball League for use of Fields 1–6 at Victor Park during the League's approved chartered season, and authorize the City Manager to execute the agreement.

All required documents from the Texas Bronco Baseball/Softball League are on file with the City Parks and Recreation office including their current list of board members, the league by-laws, a copy of their 501c3 certification status, and Certificate of Insurance.

The Park and Recreation Advisory Board met on September 22, 2026, and voted to recommend approving the agreement with standard conditions for an additional year.

Staff is recommending approval of this agreement as presented.

Staff Recommendation:

Staff recommends approval of the contract as presented and authorize the City Manager to execute the agreement.

City Manager's approval: CG Yes No N/A

Comments:

City Attorney's approval: Yes No N/A

STATE OF TEXAS §

§

CITY OF HARLINGEN §

FACILITY USAGE AGREEMENT FOR
TEXAS BRONCO BASEBALL/SOFTBALL LEAGUE

I. This Facility Usage Agreement is hereby entered into this 7th day of October, 2026. between the CITY OF HARLINGEN, a Municipal Corporation situated in Cameron County, Texas, and acting herein by and through its duly authorized City Manager hereinafter designated as CITY, and TEXAS BRONCO BASEBALL/SOFTBALL LEAGUE, hereinafter designated as the LEAGUE.

II. **License:** The CITY hereby grants a revocable non-exclusive license to the LEAGUE for athletic play during the term of this Agreement as follows:

a.) Location: Victor Park. 1-6 Baseball Field(s).

b.) Days: Only during the LEAGUE's official Chartered Season, on the days shown in the schedule filed with and approved by the Parks and Recreation Director.

c.) Hours: Only during the scheduled hours for Chartered Season games and practices shown in the schedule filed with and approved by the Parks and Recreation Director.

The License is solely for fields/facilities specifically identified in this License. All green space at city parks are open and available to the public on a first-come, first-served basis. For purposes of this Agreement, "Chartered Season" means the official season established and sanctioned for the LEAGUE by its national governing body and confirmed by written documentation filed with the CITY, including the LEAGUE's

current charter and that season's official start and end dates. The license granted under this Agreement applies only during the dates confirmed in that documentation and does not authorize the LEAGUE's activities generally.

For purposes of this Agreement, the LEAGUE shall designate one (1) national governing or sanctioning body for each sport covered by this Agreement. Only the charter and official season dates issued by that designated governing or sanctioning body shall be recognized by the CITY in determining the LEAGUE's Chartered Season. Affiliation with, membership in, or obtaining a charter or sanction from any additional governing or sanctioning body shall not establish an additional Chartered Season or extend the dates of facility use authorized under this Agreement. Any additional seasonal use outside the recognized Chartered Season shall require written approval by the Parks and Recreation Director pursuant to Section IV.P.

III. Term: The Fall term of the Agreement will commence on the 8th day of October, 2026 and will terminate on the 15th day of December, 2026. The Spring term of the Agreement will commence on the 1st day of March, 2027 and will terminate on the 31st day of May, 2027. This Agreement may not be extended and will require a new license from the City of Harlingen.

IV. Consideration: In consideration of the mutual covenants and agreements contained herein, including but not limited to the CITY's grant of a revocable non-exclusive license to use public facilities, and LEAGUE's agreement to comply with all terms, conditions, restrictions, indemnities, and waivers set forth in this Agreement, the parties agree the following constitute fair and reasonable consideration;

a) LEAGUE shall pay to CITY the sum of One Dollar ($1.00). Said sum shall be payable to the CITY at the office of the Parks and Recreation Director of said CITY at 502 E. Tyler, Harlingen, Texas, 78550, (956) 216-5952 at the time of execution of this Agreement.

h.) LEAGUE shall comply with all operational, maintenance, insurance, and indemnity obligations;

c.) LEAGUE shall assume all risks associated with use of the facilities; and LEAGUE express waivers and releases set forth in this Agreement.

d.) LEAGUE acknowledges and agrees that its execution of this Agreement, including its agreement to the termination provisions, limitation of liability, waiver of claims, and release of CITY, constitutes a material and bargained-for component of the consideration supporting this Agreement.

V. Conditions: This license is expressly subject to the following terms and conditions:

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

B. The basic use of said facility by the LEAGUE shall be for the purpose of promoting, training and playing youth baseball/softball and the operation of the concessions incidental to such activities.

C. LEAGUE will not use the facility for any activities other than the basic use described above and scheduled Chartered Season activities without prior consent of the Parks and Recreation Director. Excluded uses include: (a) any independently organized, in-house, travel, select, or all-star league or tournament that is not part of the sanctioned Chartered Season; (b) practices, tryouts, or workouts held outside the filed Chartered Season dates; and (c) any other non-chartered activity. Any excluded use requires a separate written facility rental agreement with the CITY at the CITY's then-current standard rental rates and is not covered by this Agreement. Use of the facility for an excluded purpose without a separate written facility rental agreement constitutes a material breach of this Agreement.

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

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

1. Alcoholic beverages in all Municipal Parks are prohibited.
2. Sale of any items in glass containers is prohibited.

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

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

H. CITY shall have the right to make the facility available, subject to the approved LEAGUE schedule (inclusive of any rainout or other rescheduled dates), to any CITY, school, civic group, or association which desires the use of said facility for any event or program for CITY, non-profit, and/or charitable purposes; provided that any such use shall not conflict with a previously scheduled game or other permitted event or program. Use of a facility for the above-mentioned uses shall be subject to CITY policies regarding such activities and to prior approval by Parks and Recreation Director.

I. LEAGUE shall take the licensed premises as is and with all faults.

J. CITY shall have the right to take over/use any of these facilities in the event of public necessity, declared emergency, or other puhlic need.

K. The LEAGUE shall bear all costs incidental to operation of said the LEAGUE hereunder except as noted below:

1. CITY shall maintain grass facility areas by providing watering, fertilizing, and mowing. Said services shall be provided only on normal work days and during normal work hours. The CITY shall square, and mark fields at the beginning of the season and the LEAGUE shall drag and/or mark fields from that point forward. The Exceptions to the provisions in this paragraph "1." shall be for the LEAGUE sponsored regional and/or national tournaments as deemed appropriate by the Parks and Recreation Director. Said tournaments shall be of a nature that has both an economic and tourism impact on the City.

2. Where installed, CITY agrees to provide utilities (except as noted in #3 below); maintain goals, lights, fence and bleachers.
3. If applicable, the LEAGUE shall maintain, at the LEAGUE expense, any scoreboard, if present, its attendant cables, controls, etc. and the LEAGUE shall own and maintain, at its expense, any public address system used.
4. The LEAGUE shall provide at own expense (when applicable), umpires, officials, scoreboard operators.
5. The LEAGUE is responsible for picking-up any and all trash generated or created by any aspect of the LEAGUE operation and use of CITY facilities, including, but not limited to, attendance at LEAGUE events and concession sales.
6. If applicable, the LEAGUE is responsible for cleaning and minor plumbing issues (i.e. clogs in sinks, urinals, or toilets) at facility restrooms and concessions including before, during and after league games, tournaments and any other club associated events, except restrooms not under the exclusive control of the league. The LEAGUE shall provide restroom cleaning supplies paper products, and hand soap for dispensers.
7. In the event of storms, hurricanes, high winds, or any other act of God, the LEAGUE is responsible for the removal of all their signage and sponsor boards from fences at their designated areas of play or operation.
8. The LEAGUE shall submit yearly composition of board to include one Parent/Participant representative. (City representative will he allowed to attend.)
9. The LEAGUE shall conduct 2 in season board meetings open to the public/participants/parents.
10. The LEAGUE is recommended to submit a bid to their affiliated association for (1) regional tournament per calendar year.

L. Lights used during practice must be turned off no later than 10:00 p.m. Failure to comply with this provision of the Agreement will result in either the LEAGUE

being charged for electrical use for the month in which the infraction occurred or forfeiture of the Agreement and the Leagues ability to use the Facilities. These conditions do not pertain to tournament play. Tournament play dates must be provided to the Parks and Recreation Director at least two weeks before the tournament is scheduled to commence. Use of lights is only for in-season games/practices/tournaments. Any other usage must be requested prior and approved by the Parks and Recreation Director.

M. If entry fees (gate) are to be charged to those attending league events at the Facility, they may only include tournaments and game play, and such fees shall not exceed the following amounts:

1. Participants in that day's tournament or game play (players, cheerleaders, etc) shall not be charged fee:
2. Persons eleven (11) years of age and younger shall be charged no more than one dollar ($1.00) per day;
3. Persons twelve (12) years of age and older shall he charged no more than two dollars ($2.00) per day.

N. Reservation of City Authority and Licensee Obligations

1. The Parks and Recreation Director may override or modify the LEAGUE's schedule to allow public access, City programs, or other uses in the community's best interest. All facilities are owned by the CITY. The CITY retains ultimate authority over access and use at all times.
2. Use is limited to Chartered Season activities and approved concessions unless otherwise authorized through a separate written facility rental agreement with the CITY.
3. The LEAGUE shall not interfere with citizen access to open areas or other portions of the facility not assigned for scheduled league play or practice.
4. The LEAGUE is responsible for the behavior of officers, members, coaches, players, volunteers, spectators, and guests. Any misconduct, unlawful behavior, or negative impact on the CITY is a breach of this Agreement.

O. Communication With City Employees; Outside Employment. The LEAGUE, its officers, coaches, volunteers, representatives, and members shall not direct, supervise, assign work to, or otherwise exercise authority over CITY employees. During CITY employees' scheduled work hours, all requests for maintenance, field preparation, facility access, repairs, scheduling, or other CITY services shall be directed through the Parks and Recreation Director or his/her designee. Nothing in this Agreement prohibits a CITY employee from separately working for, volunteering with, or providing services to the LEAGUE outside of the employee's scheduled CITY work hours, provided such activity complies with all applicable CITY personnel policies, outside-employment requirements, conflict-of-interest requirements, and supervisory approvals. Any such activity shall be performed solely in the employees' private capacity and shall not constitute work performed on behalf of the CITY.

P. Additional Seasonal Use. Notwithstanding the foregoing, the Parks and Recreation Director may, in his/her discretion, authorize the LEAGUE to conduct one additional seasonal period outside of its official Chartered Season. Any such authorization must be in writing and shall specify the approved dates, facilities, days, and hours of use. Additional seasonal use shall be subject to facility availability, field conditions, scheduled CITY programs and events, maintenance requirements, and all other terms and conditions of this Agreement. Approval of an additional seasonal period shall not create any continuing, exclusive, or vested right to use CITY facilities and may be modified, suspended, or revoked by the Parks and Recreation Director.

VI. No later than ten (10) working days prior to the Start Date of the Agreement, the LEAGUE shall file with the CITY a schedule showing the dates and times that the facility will be used for practices, regularly scheduled games or races, ceremonies, or other activities for the first three months of the year. Schedule updates will be submitted every ninety (90) days thereafter. The

schedule and any updates shall be subject to review as per Section IV.A. of this agreement. Additionally, the LEAGUE shall file with the CITY a roster or list of registrants, including names and home addresses. The LEAGUE shall, as soon as practical, notify CITY of any race or practice rescheduling and dates for major races or practices on said premises. No later than ten (10) working days before each Chartered Season begins, the LEAGUE shall also file written documentation from its national governing body confirming the LEAGUE's current charter and that season's official start and end dates. Facility access under this Agreement is limited to the dates confirmed in the filed documentation and the schedule approved by the Parks and Recreation Director.

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

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

B. Nothing herein shall prevent the CITY from making improvements to a facility at CITY'S expense, if the CITY shall see fit to do so.

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

VIII. The LEAGUE shall carry valid and collectible Commercial General Liability (CGL) insurance, naming the CITY OF HARLINGEN as an additional insured, for not less than Two

Million ($2,000,000.00) Dollars aggregate and One Million ($1,000,000.00) each occurrence for bodily injury or death and Five Hundred Thousand and No/100 ($500,000.00) Dollars each occurrence for property damage. Such insurance policy shall provide that the same cannot be canceled unless thirty (30) days written notice of such cancellation has been given to CITY. If such policy is canceled or expires during the term of this Agreement, the LEAGUE shall forthwith discontinue the use of said facility unless and until a policy in the amounts hereinabove provided is obtained and presented to the Parks and Recreation Director of the City of Harlingen, Texas. A copy of said insurance policy shall be submitted to the Risk Manager of Harlingen for review prior to the execution of this Agreement by CITY.

IX. Indemnification and Defense.

TO THE FULLEST EXTENT PERMITTED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS, INCLUDING WITHOUT LIMITATION TEXAS CIVIL PRACTICE AND REMEDIES CODE § 127.001 ET SEQ. AND APPLICABLE MUNICIPAL LAW, LEAGUE SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CITY, ITS ELECTED OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "CITY INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LOSSES, LIABILITIES, LIENS, JUDGMENTS, PENALTIES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, COURT COSTS, AND EXPERT FEES) OF EVERY KIND AND CHARACTER, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE, INCLUDING CLAIMS FOR BODILY INJURY, PERSONAL INJURY, SICKNESS, DISEASE, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO: (A) THE USE, OCCUPANCY, OR CONDITION OF THE FACILITIES; (B) ANY ACT OR OMISSION OF LEAGUE OR ITS OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS, CONTRACTORS, PARTICIPANTS, OR INVITEES; OR (C) ANY ACTIVITY CONDUCTED BY OR ON BEHALF OF LEAGUE UNDER THIS AGREEMENT. SUCH INDEMNITY SHALL APPLY REGARDLESS OF WHETHER ANY SUCH CLAIM, DAMAGE, LOSS, OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, WHETHER SOLE, CONCURRENT, COMPARATIVE, OR CONTRIBUTORY, STRICT LIABILITY, OR OTHER FAULT OF ANY CITY INDEMNIFIED PARTY; PROVIDED, HOWEVER, THAT NOTHING HEREIN SHALL BE CONSTRUED TO REQUIRE LEAGUE TO INDEMNIFY OR HOLD HARMLESS ANY CITY INDEMNIFIED PARTY FROM LIABILITY ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH CITY INDEMNIFIED PARTY, TO THE EXTENT PROHIBITED BY TEXAS LAW. IT IS THE EXPRESS INTENT OF THE PARTIES THAT THIS INDEMNITY PROVISION COMPLIES WITH THE "EXPRESS

NEGLIGENCE DOCTRINE" AND THE "CONSPICUOUSNESS REQUIREMENT" UNDER TEXAS LAW, AND THAT LEAGUE IS OBLIGATED TO INDEMNIFY THE CITY INDEMNIFIED PARTIES FOR THEIR OWN NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR A CONCURRENT CAUSE OF THE CLAIM OR DAMAGE, SUBJECT ONLY TO THE LIMITATIONS EXPRESSLY SET FORTH HEREIN. LEAGUE SHALL, AT ITS SOLE COST AND EXPENSE, DEFEND ANY CLAIM OR ACTION BROUGHT AGAINST ANY CITY INDEMNIFIED PARTY WITH COUNSEL ACCEPTABLE TO CITY, AND CITY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO PARTICIPATE IN SUCH DEFENSE AT ITS OWN EXPENSE. LEAGUE SHALL NOT SETTLE ANY CLAIM IN A MANNER THAT IMPOSES LIABILITY OR OBLIGATIONS ON ANY CITY INDEMNIFIED PARTY WITHOUT THE PRIOR WRITTEN CONSENT OF CITY. THE OBLIGATIONS OF LEAGUE UNDER THIS SECTION SHALL NOT BE LIMITED BY THE AMOUNT OR TYPE OF INSURANCE REQUIRED UNDER THIS AGREEMENT OR OTHERWISE CARRIED BY LEAGUE, AND SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. HOWEVER, TO THE EXTENT REQUIRED BY APPLICABLE LAW OR EXPRESSLY AGREED ELSEWHERE IN THIS AGREEMENT, LEAGUE'S DUTY TO INDEMNIFY MAY BE LIMITED TO THE COVERAGE AND PROCEEDS AVAILABLE UNDER THE INSURANCE POLICIES REQUIRED TO BE MAINTAINED BY LEAGUE AND APPROVED BY CITY. LEAGUE SHALL MAINTAIN IN FULL FORCE AND EFFECT ALL INSURANCE REQUIRED BY THIS AGREEMENT, AND FAILURE TO MAINTAIN SUCH COVERAGE SHALL CONSTITUTE A MATERIAL BREACH. IN THE EVENT OF ANY LAPSE, CANCELLATION, OR REDUCTION IN COVERAGE, CITY SHALL HAVE THE IMMEDIATE RIGHT TO SUSPEND OR TERMINATE LEAGUE'S USE OF THE FACILITIES UNTIL SATISFACTORY PROOF OF COMPLIANT INSURANCE IS PROVIDED AND APPROVED BY CITY'S RISK MANAGEMENT.

X. Termination

Suspension and Termination

A. Nature of Interest; No Vested Rights.
This Agreement grants only a revocable license to use City facilities and does not convey any leasehold, property interest, or vested right of any kind. League acknowledges that its rights under this Agreement are permissive only and subject at all times to the superior rights of City to control, manage, and use its facilities for public purposes.

B. Summary Suspension.
City may, in its sole and absolute discretion, immediately suspend League's use of all or any portion of the facilities, without prior notice, opportunity to cure, or hearing, upon a good-faith determination that: (i) a condition or conduct exists that poses a threat to public health, safety, or welfare; (ii) a violation of this Agreement or applicable law has occurred or is reasonably likely

to occur; or (iii) a Cause Event (as defined below) has occurred or is reasonably likely to occur. Such suspension shall be effective immediately upon verbal or written notice from City and shall remain in effect until City determines, in its sole discretion, that the condition giving rise to the suspension has been remedied or no longer exists. During any period of suspension, League shall cease all use of the facilities and shall not be entitled to any compensation, credit, or damages of any kind. City's exercise of its rights under this subsection shall not constitute a waiver of any other rights or remedies, including termination.

C. **Termination for Cause.** City may terminate this Agreement immediately, without prior notice, opportunity to cure, or hearing, upon the occurrence of any one or more of the following events (each, a "Cause Event"):

(a) Any act of violence, threat of violence, illegal activity, or disorderly, disruptive, or dangerous conduct occurring on or about the facilities and attributable to League or any of its officers, directors, members, coaches, players, volunteers, contractors, agents, spectators, invitees, or guests;

(b) Any conduct or omission by League or any of its officers, directors, members, coaches, players, volunteers, contractors, agents, spectators, invitees, or guests that, in the City's sole and absolute discretion, results in or is reasonably likely to result in public disrepute, scandal, embarrassment, or negative publicity to the City;

(c) Repeated interference with or obstruction of public access to City facilities or property outside of scheduled and City-approved League activities, including any attempt to exclude, restrict, or deter members of the public from lawful use of such facilities;

(d) Failure of League to procure, maintain, or provide proof of any insurance coverage required under this Agreement, including any lapse, cancellation, or material reduction in such coverage;

(e) Any material violation of applicable federal, state, or local law, or any rule, policy, or directive of the City governing use of the facilities.

(f) Use of the facility for an excluded or non-chartered purpose without a separate written facility rental agreement approved by the CITY.

Upon the occurrence of a Cause Event, City may immediately terminate this Agreement, and all rights of League to use the facilities shall cease without further action. League shall immediately vacate the facilities and remove all property at its sole cost and expense.

League expressly waives any right to prior notice, opportunity to cure, administrative review, or claim for damages, lost profits, reliance, or compensation of any kind arising from or related to a suspension or termination under this section.

D. Termination Without Cause.
Any termination of this Agreement by City that is not a termination for cause pursuant to this Section III shall be deemed a "Termination Without Cause." City may terminate this Agreement without cause upon thirty (30) days' prior written notice to League.

Upon delivery of such notice, League shall be entitled to continue its authorized use of the facilities during the notice period, subject at all times to the terms and conditions of this Agreement. Upon expiration of the thirty (30) day notice period, this Agreement shall automatically terminate without further action by either party.

Upon termination, League shall immediately cease all use of the facilities, vacate the premises, and remove all personal property at its sole cost and expense. Any property not removed within the time required by City may, at City's option, be removed, stored, or disposed of by City at League's sole risk and expense.

League acknowledges and agrees that a Termination Without Cause shall not give rise to any claim for damages, lost profits, reliance, reimbursement, or compensation of any kind, and League expressly waives any such claims.

E. Cumulative Remedies.
The rights and remedies provided herein are cumulative and in addition to any other rights or remedies available to City at law or in equity.

XI. Notice
Any notice, demand, request, or other communication required or permitted under this Agreement (collectively, "Notice") shall be in writing and shall be deemed properly given if delivered (i) by hand delivery, (ii) by a nationally recognized overnight courier, or (iii) by United States certified mail, return receipt requested, postage prepaid, addressed as follows:

If to City:
City of HARLINGEN
Attn: City Manager

With a copy to:
PARKS DIRECTOR

TO LEAGUE
Victor Zepeda
2010 W. Acadia
Harlingen, TX 78552

Notice shall be deemed effective upon actual delivery if delivered by hand, on the next business day if delivered by overnight courier, or three (3) business days after deposit in the United States mail as provided above. Either party may change its notice address by providing written notice in accordance with this section. Failure to send a copy to the City Attorney shall not invalidate notice to the City but is intended for informational purposes.
Electronic mail (email) shall not constitute effective notice unless expressly acknowledged in writing by the receiving party.

XII. In the event any portion or all of said facility shall be destroyed or damaged by the elements, or other act of God ,or fire , this Agreement shall automatically terminate.

XIII. LEAGUE shall annually furnish to City:

1. A copy of its tax-exempt, non-profit status under Section 501(c) of the United States Internal Revenue Code; and
2. A copy of its Certificate of Incorporation; and
3. A copy of its by-laws; and
4. A list of current Board Members and Officers with email addresses, fax numbers, addresses and phone numbers; and
5. A copy of its annual audited financial statement at the end of the play season; and
6. A copy of its current IRS Form 990; and
7. Minutes of all board meetings; and
8. A copy of background checks of all board members and volunteers. (coaches, scorekeepers, trainers, etc.)

XIV. CONDITION OF PREMISES; DAMAGE; RESTORATION; RISK ALLOCATION

A. Condition of Premises; No Warranty.
The LEAGUE acknowledges that it has inspected the facilities and accepts them in their present condition, "AS IS," without representation or warranty by the CITY, express or implied, as to suitability, fitness, or condition. The CITY makes no warranty that the facilities will remain in any particular condition during the term of this Agreement, and all use is at the LEAGUE's sole risk.

B. Protection of Turf, Infield, Irrigation, and Improvements.
The LEAGUE shall exercise reasonable care to prevent damage to all turf areas, infields, irrigation systems, drainage systems, fencing, lighting, bleachers, dugouts, scoreboards, utilities, and all other improvements located on the premises. The LEAGUE shall not permit overuse of fields under wet conditions, unauthorized vehicle access, staking, drilling, trenching, driving posts, or any ground penetration without prior written approval of the Parks and Recreation Director. The CITY may suspend play or close fields at its sole discretion to prevent damage or allow turf recovery.

C. Responsibility for Damage Beyond Ordinary Wear.
The LEAGUE shall be responsible for and shall promptly reimburse the CITY for the full cost of repair or replacement of any damage to the facilities caused by the LEAGUE, its officers, members, coaches, players, volunteers, vendors, contractors, spectators, or guests, excluding ordinary wear and tear resulting from authorized use. The CITY's determination of whether damage exceeds ordinary wear and tear shall be final unless clearly arbitrary. Any damage arising from use outside the filed Chartered Season dates shall not constitute ordinary wear and tear and shall be fully reimbursable by the LEAGUE, regardless of cause.

D. Restoration Obligation.
Upon termination or expiration of this Agreement, the LEAGUE shall return the facilities to the CITY in substantially the same condition as received, reasonable wear and tear excepted. If restoration is required, the CITY may perform such work and invoice the LEAGUE for all associated costs, including labor, materials, equipment usage, and administrative expenses.

E. No Property Interest; Revocable License.
This Agreement grants only a revocable license to use designated facilities and does not convey any leasehold, possessory, or property interest. The CITY retains exclusive control over the premises at all times. Any improvements, fixtures, or attachments installed by the LEAGUE shall become the property of the CITY unless otherwise expressly agreed in writing.

F. Risk of Loss; No City Liability for Property.
The CITY shall not be responsible for loss, theft, or damage to equipment, inventory, concession supplies, signage, or personal property belonging to the LEAGUE or any third party. All such property is stored and used at the LEAGUE's sole risk.

G. Compliance With Safety and Field Protection Directives.
The LEAGUE shall immediately comply with any directive issued by the Parks and Recreation Director concerning field preservation, safety protocols, weather-related closures, or corrective maintenance practices. Failure to comply shall constitute a material breach of this Agreement.

H. Environmental and Hazardous Materials.
The LEAGUE shall not store, release, or dispose of fuel, chemicals, fertilizers, herbicides, cleaning solvents, or hazardous substances on CITY property without prior written approval. Any contamination caused by the LEAGUE shall be promptly remediated at its sole expense.

I. Field Recovery Periods.
The CITY reserves the right to impose rest periods, limit tournament scheduling, cap game counts, or restrict consecutive usage days in order to protect turf integrity and irrigation systems. Such determinations shall be within the CITY's sole discretion and shall not constitute a breach of this Agreement.

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

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

Agreed and approved by the undersigned partied on the _7th__ day of October, 2026 in Harlingen, Cameron County, Texas.

CITY OF HARLINGEN

BY: _____
Gabriel Gonzalez, CPM, City Manager

TEXAS BRONCO BASEBALL/SOFTBALL LEAGUE

BY: _____
LEAGUE REPRESENTATIVE

7+

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **October 7, 2026**

Agenda Item:

Consider and take action to approve a Facility Usage Agreement between the City of Harlingen and Texas Youth Football Association.

Prepared By: Juan Mendiola III
Title: Director of Parks and Recreation
Signature:

Summary:

Summary

Consider and take action to approve a Facility Usage Agreement between the City of Harlingen and the Texas Youth Football Association for use of Field #1 at the Wilson Sports Complex, Monday through Thursday during the League's approved chartered season, and authorize the City Manager to execute the agreement.

All required documents from the Texas Youth Football Association are on file with the City Parks and Recreation office including their current list of board members, the league by-laws, a copy of their 501c3 certification status, and Certificate of Insurance.

The Park and Recreation Advisory Board met on September 22, 2026, and voted to recommend approving the agreement with standard conditions for an additional year.

Staff is recommending approval of this agreement as presented.

Staff Recommendation:

Staff recommends approval of the contract as presented and authorize the City Manager to execute the agreement.

City Manager's approval: GG Yes No N/A

Comments:

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

STATE OF TEXAS §

§

CITY OF HARLINGEN §

FACILITY USAGE AGREEMENT FOR
TEXAS YOUTH FOOTBALL ASSOCIATION

I. This Facility Usage Agreement is hereby entered into this __7th__day of_October, 2026. between the CITY OF HARLINGEN, a Municipal Corporation situated in Cameron County, Texas, and acting herein by and through its duly authorized City Manager hereinafter designated as CITY, and _TEXAS YOUTH FOOTBALL ASSOCIATION, hereinafter designated as the LEAGUE.

II. **License:** The CITY hereby grants a revocable non-exclusive license to the LEAGUE for athletic play during the term of this Agreement as follows:

a.) Location: Wilson Sports Complex. Field #1.

b.) Days: Mondays-Thursdays only during the LEAGUE's official Chartered Season, on the days shown in the schedule filed with and approved by the Parks and Recreation Director.

c.) Hours: Only during the scheduled hours for Chartered Season games and practices shown in the schedule filed with and approved by the Parks and Recreation Director.

The License is solely for fields/facilities specifically identified in this License. All green space at city parks are open and available to the public on a first-come, first-served basis. For purposes of this Agreement, "Chartered Season" means the official season established and sanctioned for the LEAGUE by its national governing body and confirmed by written

documentation filed with the CITY, including the LEAGUE's current charter and that season's official start and end dates. The license granted under this Agreement applies only during the dates confirmed in that documentation and does not authorize the LEAGUE's activities generally.

For purposes of this Agreement, the LEAGUE shall designate one (1) national governing or sanctioning body for each sport covered by this Agreement. Only the charter and official season dates issued by that designated governing or sanctioning body shall be recognized by the CITY in determining the LEAGUE's Chartered Season. Affiliation with, membership in, or obtaining a charter or sanction from any additional governing or sanctioning body shall not establish an additional Chartered Season or extend the dates of facility use authorized under this Agreement. Any additional seasonal use outside the recognized Chartered Season shall require written approval by the Parks and Recreation Director pursuant to Section IV.P.

III. Term: The Fall term of the Agreement will commence on the 8th day of October, 2026 and will terminate on the 30th day of November, 2026. The Spring term of the Agreement will commence on the 1st day of March, 2027 and will terminate on the 30th day of June, 2027. This Agreement may not be extended and will require a new license from the City of Harlingen.

IV. Consideration: In consideration of the mutual covenants and agreements contained herein, including but not limited to the CITY's grant of a revocable non-exclusive license to use public facilities, and LEAGUE's agreement to comply with all terms, conditions, restrictions, indemnities, and waivers set forth in this Agreement, the parties agree the following constitute fair and reasonable consideration;

a) LEAGUE shall pay to CITY the sum of One Dollar ($1.00). Said sum shall be payable to the CITY at the office of the Parks and Recreation Director of said CITY at 502 E. Tyler, Harlingen, Texas, 78550, (956) 216-5952 at the time of execution of this Agreement.

b.) LEAGUE shall comply with all operational, maintenance, insurance, and indemnity obligations;

c.) LEAGUE shall assume all risks associated with use of the facilities; and LEAGUE express waivers and releases set forth in this Agreement.

d.) LEAGUE acknowledges and agrees that its execution of this Agreement, including its agreement to the termination provisions, limitation of liability, waiver of claims, and release of CITY, constitutes a material and bargained-for component of the consideration supporting this Agreement.

V. Conditions: This license is expressly subject to the following terms and conditions:

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

B. The basic use of said facility by the LEAGUE shall be for the purpose of promoting, training and playing youth flag and tackle football and the operation of the concessions incidental to such activities.

C. LEAGUE will not use the facility for any activities other than the basic use described above and scheduled Chartered Season activities without prior consent of the Parks and Recreation Director. Excluded uses include: (a) any independently organized, in-house, travel, select, or all-star league or tournament that is not part of the sanctioned Chartered Season; (b) practices, tryouts, or workouts held outside the filed Chartered Season dates; and (c) any other non-chartered activity. Any excluded use requires a separate written facility rental agreement with the CITY at the CITY's then-current standard rental rates and is not covered by this Agreement. Use of the facility for an excluded purpose without a separate written facility rental agreement constitutes a material breach of this Agreement.

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

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

1. Alcoholic beverages in all Municipal Parks are prohibited.
2. Sale of any items in glass containers is prohibited.

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

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

H. CITY shall have the right to make the facility available, subject to the approved LEAGUE schedule (inclusive of any rainout or other rescheduled dates), to any CITY, school, civic group, or association which desires the use of said facility for any event or program for CITY, non-profit, and/or charitable purposes; provided that any such use shall not conflict with a previously scheduled game or other permitted event or program. Use of a facility for the above-mentioned uses shall be subject to CITY policies regarding such activities and to prior approval by Parks and Recreation Director.

I. LEAGUE shall take the licensed premises as is and with all faults.

J. CITY shall have the right to take over/use any of these facilities in the event of public necessity, declared emergency, or other public need.

K. The LEAGUE shall bear all costs incidental to operation of said the LEAGUE hereunder except as noted below:

1. CITY shall maintain grass facility areas by providing watering, fertilizing, and mowing. Said services shall be provided only on normal work days and during normal work hours. The CITY shall square, and mark fields at the beginning of the season and the LEAGUE shall drag and/or mark fields from that point forward. The Exceptions to the provisions in this paragraph "1." shall be for the LEAGUE sponsored regional and/or national tournaments as deemed appropriate by the Parks and Recreation Director. Said tournaments shall be of a nature that has both an economic and tourism impact on the City.

2. Where installed, CITY agrees to provide utilities (except as noted in #3 below); maintain goals, lights, fence and bleachers.
3. If applicable, the LEAGUE shall maintain, at the LEAGUE expense, any scoreboard, if present, its attendant cables, controls, etc. and the LEAGUE shall own and maintain, at its expense, any public address system used.
4. The LEAGUE shall provide at own expense (when applicable), umpires, officials, scoreboard operators.
5. The LEAGUE is responsible for picking-up any and all trash generated or created by any aspect of the LEAGUE operation and use of CITY facilities, including, but not limited to, attendance at LEAGUE events and concession sales.
6. If applicable, the LEAGUE is responsible for cleaning and minor plumbing issues (i.e. clogs in sinks, urinals, or toilets) at facility restrooms and concessions including before, during and after league games, tournaments and any other club associated events, except restrooms not under the exclusive control of the league. The LEAGUE shall provide restroom cleaning supplies paper products, and hand soap for dispensers.
7. In the event of storms, hurricanes, high winds, or any other act of God, the LEAGUE is responsible for the removal of all their signage and sponsor boards from fences at their designated areas of play or operation.
8. The LEAGUE shall submit yearly composition of board to include one Parent/Participant representative. (City representative will be allowed to attend.)
9. The LEAGUE shall conduct 2 in season board meetings open to the public/participants/parents.
10. The LEAGUE is recommended to submit a bid to their affiliated association for (1) regional tournament per calendar year.

L. Lights used during practice must be turned off no later than 10:00 p.m. Failure to comply with this provision of the Agreement will result in either the LEAGUE

being charged for electrical use for the month in which the infraction occurred or forfeiture of the Agreement and the Leagues ability to use the Facilities. These conditions do not pertain to tournament play. Tournament play dates must be provided to the Parks and Recreation Director at least two weeks before the tournament is scheduled to commence. Use of lights is only for in-season games/practices/tournaments. Any other usage must be requested prior and approved by the Parks and Recreation Director.

M. If entry fees (gate) are to be charged to those attending league events at the Facility, they may only include tournaments and game play, and such fees shall not exceed the following amounts:

1. Participants in that day's tournament or game play (players, cheerleaders, etc) shall not be charged fee;
2. Persons eleven (11) years of age and younger shall be charged no more than one dollar ($1.00) per day;
3. Persons twelve (12) years of age and older shall be charged no more than two dollars ($2.00) per day.

N. Reservation of City Authority and Licensee Obligations

1. The Parks and Recreation Director may override or modify the LEAGUE's schedule to allow public access, City programs, or other uses in the community's best interest. All facilities are owned by the CITY. The CITY retains ultimate authority over access and use at all times.
2. Use is limited to Chartered Season activities and approved concessions unless otherwise authorized through a separate written facility rental agreement with the CITY.
3. The LEAGUE shall not interfere with citizen access to open areas or other portions of the facility not assigned for scheduled league play or practice.
4. The LEAGUE is responsible for the behavior of officers, members, coaches, players, volunteers, spectators, and guests. Any misconduct, unlawful behavior, or negative impact on the CITY is a breach of this Agreement.

O. Communication With City Employees; Outside Employment. The LEAGUE, its officers, coaches, volunteers, representatives, and members shall not direct, supervise, assign work to, or otherwise exercise authority over CITY employees. During CITY employees' scheduled work hours, all requests for maintenance, field preparation, facility access, repairs, scheduling, or other CITY services shall be directed through the Parks and Recreation Director or his/her designee. Nothing in this Agreement prohibits a CITY employee from separately working for, volunteering with, or providing services to the LEAGUE outside of the employee's scheduled CITY work hours, provided such activity complies with all applicable CITY personnel policies, outside-employment requirements, conflict-of-interest requirements, and supervisory approvals. Any such activity shall be performed solely in the employees' private capacity and shall not constitute work performed on behalf of the CITY.

P. Additional Seasonal Use. Notwithstanding the foregoing, the Parks and Recreation Director may, in his/her discretion, authorize the LEAGUE to conduct one additional seasonal period outside of its official Chartered Season. Any such authorization must be in writing and shall specify the approved dates, facilities, days, and hours of use. Additional seasonal use shall be subject to facility availability, field conditions, scheduled CITY programs and events, maintenance requirements, and all other terms and conditions of this Agreement. Approval of an additional seasonal period shall not create any continuing, exclusive, or vested right to use CITY facilities and may be modified, suspended, or revoked by the Parks and Recreation Director.

VI. No later than ten (10) working days prior to the Start Date of the Agreement, the LEAGUE shall file with the CITY a schedule showing the dates and times that the facility will be used for practices, regularly scheduled games or races, ceremonies, or other activities for the first three months of the year. Schedule updates will be submitted every ninety (90) days thereafter. The

schedule and any updates shall be subject to review as per Section IV.A. of this agreement. Additionally, the LEAGUE shall file with the CITY a roster or list of registrants, including names and home addresses. The LEAGUE shall, as soon as practical, notify CITY of any race or practice rescheduling and dates for major races or practices on said premises. No later than ten (10) working days before each Chartered Season begins, the LEAGUE shall also file written documentation from its national governing body confirming the LEAGUE's current charter and that season's official start and end dates. Facility access under this Agreement is limited to the dates confirmed in the filed documentation and the schedule approved by the Parks and Recreation Director.

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

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

B. Nothing herein shall prevent the CITY from making improvements to a facility at CITY'S expense, if the CITY shall see fit to do so.

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

VIII. The LEAGUE shall carry valid and collectible Commercial General Liability (CGL) insurance, naming the CITY OF HARLINGEN as an additional insured, for not less than Two

Million ($2,000,000.00) Dollars aggregate and One Million ($1,000,000.00) each occurrence for bodily injury or death and Five Hundred Thousand and No/100 ($500,000.00) Dollars each occurrence for property damage. Such insurance policy shall provide that the same cannot be canceled unless thirty (30) days written notice of such cancellation has been given to CITY. If such policy is canceled or expires during the term of this Agreement, the LEAGUE shall forthwith discontinue the use of said facility unless and until a policy in the amounts hereinabove provided is obtained and presented to the Parks and Recreation Director of the City of Harlingen, Texas. A copy of said insurance policy shall be submitted to the Risk Manager of Harlingen for review prior to the execution of this Agreement by CITY.

IX. Indemnification and Defense.

TO THE FULLEST EXTENT PERMITTED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS, INCLUDING WITHOUT LIMITATION TEXAS CIVIL PRACTICE AND REMEDIES CODE § 127.001 ET SEQ. AND APPLICABLE MUNICIPAL LAW, LEAGUE SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CITY, ITS ELECTED OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "CITY INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LOSSES, LIABILITIES, LIENS, JUDGMENTS, PENALTIES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, COURT COSTS, AND EXPERT FEES) OF EVERY KIND AND CHARACTER, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE, INCLUDING CLAIMS FOR BODILY INJURY, PERSONAL INJURY, SICKNESS, DISEASE, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO: (A) THE USE, OCCUPANCY, OR CONDITION OF THE FACILITIES; (B) ANY ACT OR OMISSION OF LEAGUE OR ITS OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS, CONTRACTORS, PARTICIPANTS, OR INVITEES; OR (C) ANY ACTIVITY CONDUCTED BY OR ON BEHALF OF LEAGUE UNDER THIS AGREEMENT. SUCH INDEMNITY SHALL APPLY REGARDLESS OF WHETHER ANY SUCH CLAIM, DAMAGE, LOSS, OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, WHETHER SOLE, CONCURRENT, COMPARATIVE, OR CONTRIBUTORY, STRICT LIABILITY, OR OTHER FAULT OF ANY CITY INDEMNIFIED PARTY; PROVIDED, HOWEVER, THAT NOTHING HEREIN SHALL BE CONSTRUED TO REQUIRE LEAGUE TO INDEMNIFY OR HOLD HARMLESS ANY CITY INDEMNIFIED PARTY FROM LIABILITY ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH CITY INDEMNIFIED PARTY, TO THE EXTENT PROHIBITED BY TEXAS LAW. IT IS THE EXPRESS INTENT OF THE PARTIES THAT THIS INDEMNITY PROVISION COMPLIES WITH THE "EXPRESS

NEGLIGENCE DOCTRINE" AND THE "CONSPICUOUSNESS REQUIREMENT" UNDER TEXAS LAW, AND THAT LEAGUE IS OBLIGATED TO INDEMNIFY THE CITY INDEMNIFIED PARTIES FOR THEIR OWN NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR A CONCURRENT CAUSE OF THE CLAIM OR DAMAGE, SUBJECT ONLY TO THE LIMITATIONS EXPRESSLY SET FORTH HEREIN. LEAGUE SHALL, AT ITS SOLE COST AND EXPENSE, DEFEND ANY CLAIM OR ACTION BROUGHT AGAINST ANY CITY INDEMNIFIED PARTY WITH COUNSEL ACCEPTABLE TO CITY, AND CITY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO PARTICIPATE IN SUCH DEFENSE AT ITS OWN EXPENSE. LEAGUE SHALL NOT SETTLE ANY CLAIM IN A MANNER THAT IMPOSES LIABILITY OR OBLIGATIONS ON ANY CITY INDEMNIFIED PARTY WITHOUT THE PRIOR WRITTEN CONSENT OF CITY. THE OBLIGATIONS OF LEAGUE UNDER THIS SECTION SHALL NOT BE LIMITED BY THE AMOUNT OR TYPE OF INSURANCE REQUIRED UNDER THIS AGREEMENT OR OTHERWISE CARRIED BY LEAGUE, AND SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. HOWEVER, TO THE EXTENT REQUIRED BY APPLICABLE LAW OR EXPRESSLY AGREED ELSEWHERE IN THIS AGREEMENT, LEAGUE'S DUTY TO INDEMNIFY MAY BE LIMITED TO THE COVERAGE AND PROCEEDS AVAILABLE UNDER THE INSURANCE POLICIES REQUIRED TO BE MAINTAINED BY LEAGUE AND APPROVED BY CITY. LEAGUE SHALL MAINTAIN IN FULL FORCE AND EFFECT ALL INSURANCE REQUIRED BY THIS AGREEMENT, AND FAILURE TO MAINTAIN SUCH COVERAGE SHALL CONSTITUTE A MATERIAL BREACH. IN THE EVENT OF ANY LAPSE, CANCELLATION, OR REDUCTION IN COVERAGE, CITY SHALL HAVE THE IMMEDIATE RIGHT TO SUSPEND OR TERMINATE LEAGUE'S USE OF THE FACILITIES UNTIL SATISFACTORY PROOF OF COMPLIANT INSURANCE IS PROVIDED AND APPROVED BY CITY'S RISK MANAGEMENT.

X. Termination

Suspension and Termination

A. Nature of Interest; No Vested Rights.

This Agreement grants only a revocable license to use City facilities and does not convey any leasehold, property interest, or vested right of any kind. League acknowledges that its rights under this Agreement are permissive only and subject at all times to the superior rights of City to control, manage, and use its facilities for public purposes.

B. Summary Suspension.

City may, in its sole and absolute discretion, immediately suspend League's use of all or any portion of the facilities, without prior notice, opportunity to cure, or hearing, upon a good-faith determination that: (i) a condition or conduct exists that poses a threat to public health, safety, or welfare; (ii) a violation of this Agreement or applicable law has occurred or is reasonably likely

to occur; or (iii) a Cause Event (as defined below) has occurred or is reasonably likely to occur. Such suspension shall be effective immediately upon verbal or written notice from City and shall remain in effect until City determines, in its sole discretion, that the condition giving rise to the suspension has been remedied or no longer exists. During any period of suspension, League shall cease all use of the facilities and shall not be entitled to any compensation, credit, or damages of any kind. City's exercise of its rights under this subsection shall not constitute a waiver of any other rights or remedies, including termination.

C. **Termination for Cause.** City may terminate this Agreement immediately, without prior notice, opportunity to cure, or hearing, upon the occurrence of any one or more of the following events (each, a "Cause Event"):

(a) Any act of violence, threat of violence, illegal activity, or disorderly, disruptive, or dangerous conduct occurring on or about the facilities and attributable to League or any of its officers, directors, members, coaches, players, volunteers, contractors, agents, spectators, invitees, or guests;

(b) Any conduct or omission by League or any of its officers, directors, members, coaches, players, volunteers, contractors, agents, spectators, invitees, or guests that, in the City's sole and absolute discretion, results in or is reasonably likely to result in public disrepute, scandal, embarrassment, or negative publicity to the City;

(c) Repeated interference with or obstruction of public access to City facilities or property outside of scheduled and City-approved League activities, including any attempt to exclude, restrict, or deter members of the public from lawful use of such facilities;

(d) Failure of League to procure, maintain, or provide proof of any insurance coverage required under this Agreement, including any lapse, cancellation, or material reduction in such coverage;

(e) Any material violation of applicable federal, state, or local law, or any rule, policy, or directive of the City governing use of the facilities.

(f) Use of the facility for an excluded or non-chartered purpose without a separate written facility rental agreement approved by the CITY.

Upon the occurrence of a Cause Event, City may immediately terminate this Agreement, and all rights of League to use the facilities shall cease without further action. League shall immediately vacate the facilities and remove all property at its sole cost and expense.

League expressly waives any right to prior notice, opportunity to cure, administrative review, or claim for damages, lost profits, reliance, or compensation of any kind arising from or related to a suspension or termination under this section.

D. Termination Without Cause.
Any termination of this Agreement by City that is not a termination for cause pursuant to this Section III shall be deemed a "Termination Without Cause." City may terminate this Agreement without cause upon thirty (30) days' prior written notice to League.

Upon delivery of such notice, League shall be entitled to continue its authorized use of the facilities during the notice period, subject at all times to the terms and conditions of this Agreement. Upon expiration of the thirty (30) day notice period, this Agreement shall automatically terminate without further action by either party.

Upon termination, League shall immediately cease all use of the facilities, vacate the premises, and remove all personal property at its sole cost and expense. Any property not removed within the time required by City may, at City's option, be removed, stored, or disposed of by City at League's sole risk and expense.

League acknowledges and agrees that a Termination Without Cause shall not give rise to any claim for damages, lost profits, reliance, reimbursement, or compensation of any kind, and League expressly waives any such claims.

E. Cumulative Remedies.
The rights and remedies provided herein are cumulative and in addition to any other rights or remedies available to City at law or in equity.

XI. Notice
Any notice, demand, request, or other communication required or permitted under this Agreement (collectively, "Notice") shall be in writing and shall be deemed properly given if delivered (i) by hand delivery, (ii) by a nationally recognized overnight courier, or (iii) by United States certified mail, return receipt requested, postage prepaid, addressed as follows:

If to City:
City of HARLINGEN
Attn: City Manager

With a copy to:
PARKS DIRECTOR

TO LEAGUE
David Gonzales
702 Hunter Drive
Harlingen, TX 78550

Notice shall be deemed effective upon actual delivery if delivered by hand, on the next business day if delivered by overnight courier, or three (3) business days after deposit in the United States mail as provided above. Either party may change its notice address by providing written notice in accordance with this section. Failure to send a copy to the City Attorney shall not invalidate notice to the City but is intended for informational purposes.
Electronic mail (email) shall not constitute effective notice unless expressly acknowledged in writing by the receiving party.

XII. In the event any portion or all of said facility shall be destroyed or damaged by the elements, or other act of God ,or fire , this Agreement shall automatically terminate.

XIII. LEAGUE shall annually furnish to City:

1. A copy of its tax-exempt, non-profit status under Section 501(c) of the United States Internal Revenue Code; and
2. A copy of its Certificate of Incorporation; and
3. A copy of its by-laws; and
4. A list of current Board Members and Officers with email addresses, fax numbers, addresses and phone numbers; and
5. A copy of its annual audited financial statement at the end of the play season; and
6. A copy of its current IRS Form 990; and
7. Minutes of all board meetings; and
8. A copy of background checks of all board members and volunteers. (coaches, scorekeepers, trainers, etc.)

XIV. CONDITION OF PREMISES; DAMAGE; RESTORATION; RISK ALLOCATION

A. Condition of Premises; No Warranty.
The LEAGUE acknowledges that it has inspected the facilities and accepts them in their present condition, "AS IS," without representation or warranty by the CITY, express or implied, as to suitability, fitness, or condition. The CITY makes no warranty that the facilities will remain in any particular condition during the term of this Agreement, and all use is at the LEAGUE's sole risk.

B. Protection of Turf, Infield, Irrigation, and Improvements.
The LEAGUE shall exercise reasonable care to prevent damage to all turf areas, infields, irrigation systems, drainage systems, fencing, lighting, bleachers, dugouts, scoreboards, utilities, and all other improvements located on the premises. The LEAGUE shall not permit overuse of fields under wet conditions, unauthorized vehicle access, staking, drilling, trenching, driving posts, or any ground penetration without prior written approval of the Parks and Recreation Director. The CITY may suspend play or close fields at its sole discretion to prevent damage or allow turf recovery.

C. Responsibility for Damage Beyond Ordinary Wear.
The LEAGUE shall be responsible for and shall promptly reimburse the CITY for the full cost of repair or replacement of any damage to the facilities caused by the LEAGUE, its officers, members, coaches, players, volunteers, vendors, contractors, spectators, or guests, excluding ordinary wear and tear resulting from authorized use. The CITY's determination of whether damage exceeds ordinary wear and tear shall be final unless clearly arbitrary. Any damage arising from use outside the filed Chartered Season dates shall not constitute ordinary wear and tear and shall be fully reimbursable by the LEAGUE, regardless of cause.

D. Restoration Obligation.
Upon termination or expiration of this Agreement, the LEAGUE shall return the facilities to the CITY in substantially the same condition as received, reasonable wear and tear excepted. If restoration is required, the CITY may perform such work and invoice the LEAGUE for all associated costs, including labor, materials, equipment usage, and administrative expenses.

E. No Property Interest; Revocable License.
This Agreement grants only a revocable license to use designated facilities and does not convey any leasehold, possessory, or property interest. The CITY retains exclusive control over the premises at all times. Any improvements, fixtures, or attachments installed by the LEAGUE shall become the property of the CITY unless otherwise expressly agreed in writing.

F. Risk of Loss; No City Liability for Property.
The CITY shall not be responsible for loss, theft, or damage to equipment, inventory, concession supplies, signage, or personal property belonging to the LEAGUE or any third party. All such property is stored and used at the LEAGUE's sole risk.

G. Compliance With Safety and Field Protection Directives.
The LEAGUE shall immediately comply with any directive issued by the Parks and Recreation Director concerning field preservation, safety protocols, weather-related closures, or corrective maintenance practices. Failure to comply shall constitute a material breach of this Agreement.

H. Environmental and Hazardous Materials.
The LEAGUE shall not store, release, or dispose of fuel, chemicals, fertilizers, herbicides, cleaning solvents, or hazardous substances on CITY property without prior written approval. Any contamination caused hy the LEAGUE shall be promptly remediated at its sole expense.

I. Field Recovery Periods.
The CITY reserves the right to impose rest periods, limit tournament scheduling, cap game counts, or restrict consecutive usage days in order to protect turf integrity and irrigation systems. Such determinations shall be within the CITY's sole discretion and shall not constitute a hreach of this Agreement.

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

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

Agreed and approved by the undersigned partied on the _7th__ day of October, 2026 in Harlingen, Cameron County, Texas.

CITY OF HARLINGEN

BY: _____
Gabriel Gonzalez, CPM, City Manager

TEXAS YOUTH FOOTBALL ASSOCIATION

BY: _____
LEAGUE REPRESENTATIVE

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AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **October 7, 2026**

Agenda Item:

Consideration and possible action to approve a contract with the Boy's and Girl's Club of Harlingen for Fiscal Year 2027 in the amount of $140,104.00 for Youth Service Programs and authorize the City Manager to sign the contract.

Prepared By (Print Name): Juan Mendiola III

Title: Director of Parks and Recreation

Signature:

Brief Summary:

Summary:

The funds have been appropriated in the 2027 Fiscal Years budget to help support the Boy's and Girl's Club's Youth Service Program. These funds help pay the salary and benefits of the unit directors and youth development workers who lead and direct a variety of recreational and education programs for youth between the ages of 6 through 11. These funds specifically support the satellite units located within or adjacent to three public housing developments: LeMoyne Gardens, Bonita Park, and Los Vecinos. The attached exhibits outline the services to be provided and sets a pay schedule for the course of the fiscal year.

Funding (if applicable):

Are funds specifically designated in the current budget for the full amount for this purpose? **Acct. 001-1399-413.39-33** [X] Yes [ ] No*

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

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

Staff Recommendation:

Staff recommends approval.

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

Comments:

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

STATE OF TEXAS §
COUNTY OF CAMERON §

PUBLIC SERVICES CONTRACT

This Agreement made and entered into on this the 8th day of October, 2026, by and between the City of Harlingen, a political subdivision of the State of Texas, hereinafter referred to as **"CITY"**, and the Boys and Girls Club of Harlingen , hereinafter referred to as **"CLUB".**

WITNESSETH

WHEREAS, **CITY** desires to promote and continue programs which directly benefit the health and well-being of the public, including those which provide a healthy educational and recreational environment to its youth;

WHEREAS, **CITY** finds that the activities described in the attached **Exhibit "A"** directly promote and advance the CITY'S public purposes in providing such educational and recreational opportunities to its youth;

WHEREAS, **CLUB** desires to carry out eligible activities as described in the attached **Exhibit "A"** "Statement of Work", of this Agreement.

WHEREAS, **CITY** proposes to contract with **CLUB** in order that the eligible activities described in **Exhibit "A"** can he carried out for the benefit of residents in the **CITY's** jurisdiction.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, **CITY** and **CLUB** do mutually agree as follows:

SECTION I
Rules and Regulations

CLUB agrees to cooperate with the **CITY** in respect to the implementation of Youth activities to be carried out by **CLUB.**

SECTION II
Statement of Work

CLUB agrees to perform the services and administer the programs as outlined in **Exhibit "A,"** "Statement of Work," for and in consideration of payment in the amount of **One Hundred and Forty Thousand One Hundred and Four Dollars ($140,104.00),** and as delineated in **"B,"** "Payment Schedule."

CLUB agrees to notify **CITY**, in writing, of any proposed changes to its Statement of Work, or Payment Schedule. CLUB shall obtain approval, in writing, from **CITY** prior to commencing work on any changes made to the Statement of Work or Payment Schedule.

CITY shall not be liahle for costs incurred or performances rendered by **CLUB** before commencement of this Agreement, after termination of this Agreement, or when changes have been applied but not approved by **CITY.**

SECTION III
Records and Reports

CLUB agrees to establish and maintain records and reports as outlined in **Exhibit "C,"** "Records and Reports," and agree to make those records and reports available to the **CITY**.

SECTION IV
Monitoring Visits

CLUB agrees that **CITY** shall conduct on-site monitoring visits to assure compliance with applicable local requirements and this Agreement, and that the performance goals as delineated herein are being achieved. After each monitoring visit, **CITY** shall provide **CLUB** with a written report of the monitor's findings. If the monitoring reports note deficiencies in **CLUB's** performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **CLUB**. Failure by **CLUB** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section IX of this Agreement. In addition, **CLUB** shall give the Comptroller General of the United States, **CITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by **CLUB** pertaining to this Agreement.

SECTION V
Payment Requests and Program Income

CLUB agrees to follow administrative directions from the **CITY** regarding documenting and processing payment requests as defined in **Exhibit "D"** "Requests for Payments" of this Agreement.

CLUB shall submit final reimbursement request to **CITY** within fifteen (15) days of the Agreement end date.

CLUB and **CITY** agree that if applicable, program income generated from the use of funds shall be retained by the **CLUB**. **CLUB** is to provide to the **CITY** by the third Wednesday of each month an accounting of program income through financial records outlined in **Exhibit "D"**.

CLUB and **CITY** agree that all unused funds will be returned to **CITY** at the end or termination of this agreement for either reallocation or to be reprogrammed by **CITY.**

SECTION VI
Religious Activities

CLUB and **CITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities.

SECTION VII
Uniform Administrative Requirements

Entities, **except entities that are governmental entities**, shall comply with the requirements and standards of OMB Circular No. A–122, "Cost Principles for Non-profit Organizations", or OMB Circular No. A–21, "Cost Principles for Educational Institutions", as applicable, and OMB Circular A–133, "Audits of Institutions of Higher Education and Other

Nonprofit Institutions" (as set forth in 24 CFR part 45). Audits shall be conducted annually. Such CLUB shall also comply with the provisions of the Uniform Administrative requirements of OMB Circular A–110 (implemented at 24 CFR part 84, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations").

SECTION VIII
Audit Requirements

CLUB agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations.

CLUB agrees to furnish **CITY** a Financial Management letter covering the period of this Agreement that includes detailed receipts and disbursement of payments to **CLUB** hereunder. However, if **CLUB** obtains an audit as per OMB Circular A-133, **CLUB** shall submit said audit to **CITY** within fifteen (15) days. Further, **CLUB** agrees to cooperate with **CITY** relating to any inquires regarding the audit. **CLUB** acknowledges that a Financial Audit shall be provided to **CITY** at the expense of the **CLUB.** Audit shall be available to **CITY** staff.

SECTION IX
Suspension and Termination

CLUB understands that this Agreement may be suspended or terminated, if **CLUB** materially fails to comply with the provisions of this Agreement or the provisions so listed in **Exhibits "A" through "D".**

If **CLUB** fails to fulfill in a timely and proper manner its obligations under this Agreement, or **CLUB** violates any of the Agreements or stipulations of this Agreement, then the **CITY** shall provide **CLUB** written notification of such non-performance. Such non-performance may he the basis for immediate termination of this Agreement. Should any breach of contract (Agreement) relate to a violation of federal law or regulation that results in from the **CLUB** or its successor, the **CITY** will terminate Agreement and seek reimbursement of all funds from **CLUB**. **CLUB** shall not be relieved of the liability to the **CITY** for damages sustained by the **CITY** by virtue of any breach of this contract (Agreement) hy **CLUB** and **CITY** may withhold any payments to **CLUB** for violations of federal regulations. Should the **CITY** become aware of any activity by **CLUB,** which would jeopardize public accountability of funds, then the **CITY** may take appropriate action including injunctive relief against **CLUB** to prevent the transaction as aforesaid. The failure of the **CITY** to exercise any right shall in no way constitute a waiver by the **CITY** to otherwise demand payment or seek any other relief in law or in equity to which it may he justly entitled.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both the **CITY** and **CLUB.**

SECTION X
Assets

CLUB shall not purchase any asset unless so permitted by the **CITY** and such procurement shall be done in the form and manner so prescribed by the **CITY**.

SECTION XI
Indemnity Clause

CLUB agrees to hold **CITY** harmless from, and indemnify **CITY** from and defend **CITY** against any and all claims brought against **CITY** by employees or officers of **CLUB** or brought by any third person arising in any manner directly or indirectly from **CLUB** programs, activities or events conducted pursuant to this Agreement.

CLUB shall acquire, maintain and furnish to **CITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under this contract agreement with General Aggregate limits of not less than Two Million Dollars ($2,000,000.00) for Commercial General Liability and One Million Dollars ($1,000,000.00) per occurrence, and FIVE HUNDRED THOUSAND DOLLARS ($500,000.00) for Commercial Automobile Liability, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. Policies must be endorsed to Waive Subrogation Rights, name the City as an "Additional Insured" and the cancellation provisions extended to thirty (30) days in writing. This requirement shall be to meet **CLUB'S** duty of indemnification under this paragraph.

SECTION XII
Procurement

CLUB agrees to follow the rules of the **CITY** on the procurement of services, supplies or non-real property in relation to **CITY**-funded projects. The legal standards that will apply include the Procurement Standards of the City of Harlingen. In such case as **CLUB** has developed procurement standards governing its operation, such standards shall be reviewed by **CITY** to ensure compliance with the standards implemented by **CITY.**

SECTION XIII
Conflict of Interest

CLUB covenants that neither members of its organization or staff members who exercise influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed in **Exhibit "A".**

CLUB agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **CLUB**'s organization or the **CITY**'s organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Exhibit "A" during their tenure.

CLUB are responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

No **CITY** employee, elected official, consultant and/or agent shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described on **Exhibit "A".**

SECTION XIV
Legal Action and Venue

CLUB agrees to notify the **CITY** when a problem arises that may lead to legal action or claim against the **CLUB**. The **CLUB** agrees to furnish to the **CITY** any information with respect to such action or claim. The **CLUB** agrees not to take any action with respect to any legal action or claim sought against the **CLUB** without the advice and consent of the **CITY**.

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in Cameron County.

SECTION XV
Miscellaneous Provisions

Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

No Waiver. No waiver by **CITY** of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

Entire Agreement. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by **CITY** and **CLUB**, and not otherwise.

Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Cameron County, Texas. The parties hereby consent to personal jurisdiction in Cameron County, Texas.

Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by electronic mail, or (iii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or (iv) sent by facsimile or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to **CITY**:

City of Harlingen
City Manager's Office
118 E. Tyler
Harlingen, Texas 78550
Email ggonzalez@myharlingen.us
Phone # (956) 216-5001
Fax # (956) 216-8035

If to **CLUB**:

CLUB and Girls Club of Harlingen
P.O. Box 1982
Harlingen, Texas 78551
bclub@rgv.rr.com
Phone # (956) 428-4183
Fax # (956) 428-2544

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

Additional Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

Assignment. This Agreement shall not be assignable by **CLUB**. **CITY** may assign this Agreement without the consent of **CLUB**.

Headings. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

Authority to Execute. The execution and performance of this Agreement by **CITY** and **CLUB** have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of **CITY** and **CLUB** in accordance with its terms.

SECTION XVI
Effective Date

The effective date of this agreement shall be the **1st day of October, 2026**, which follows the approved budget by the City Commission, and shall terminate on the **30th day of September, 2027.**

Approved and signed this ____ day of October 2026.

City of Harlingen

_____

Gabriel Gonzalez, CPM, City Manager

Attested by

_____

Mayra Herrera, City Secretary

Boys and Girls Club of Harlingen

_____

Gerald Gathright, Executive Director

7v

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **October 7, 2026**

Agenda Item:

Consideration and possible action to approve a contract with the Boy's and Girl's Club of Harlingen for Fiscal Year 2027 in the amount of $145,757.00 for Teen Service Programs and authorize the City Manager to sign the contract.

Prepared By (Print Name): Juan Mendiola III

Title: Director of Parks and Recreation

Signature:

Brief Summary:

Summary:

The funds have been appropriated in the Parks and Recreation 2027 Fiscal Years budget to help support the Boy's and Girl's Club's Teen Service Programs that includes the teen offender program, teen mentoring program, and other recreational and social activities. These funds help pay the salary and benefits of the unit directors and youth development workers who lead and direct a variety of recreational and education programs for teens between the ages of 12 through 18. These funds specifically support the satellite units located within or adjacent to three public housing developments: LeMoyne Gardens, Bonita Park, and Los Vecinos. This attached exhibits outline the services to be provided and sets a pay schedule for the course of the fiscal year.

Funding (if applicable):

Are funds specifically designated in the current budget for the full amount for this purpose? **Acct. 001-6020-803-39-01** [X] Yes [ ] No*

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

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

Staff Recommendation:

Staff recommends approval.

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

Comments:

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

STATE OF TEXAS §
COUNTY OF CAMERON §

PUBLIC SERVICES CONTRACT

This Agreement made and entered into on this the 8th day of October, 2026, by and between the City of Harlingen, a political subdivision of the State of Texas, hereinafter referred to as **"CITY"**, and the Boys and Girls Club of Harlingen , hereinafter referred to as **"CLUB".**

WITNESSETH

WHEREAS, **CITY** desires to promote and continue programs which directly benefit the health and well-being of the public, including those which provide a healthy educational and recreational environment to its youth;

WHEREAS, **CITY** finds that the activities described in the attached **Exhibit "A"** directly promote and advance the CITY'S public purposes in providing such educational and recreational opportunities to its youth;

WHEREAS, **CLUB** desires to carry out eligible activities as described in the attached **Exhibit "A"** "Statement of Work", of this Agreement.

WHEREAS, **CITY** proposes to contract with **CLUB** in order that the eligible activities described in **Exhibit "A"** can be carried out for the benefit of residents in the **CITY's** jurisdiction.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, **CITY** and **CLUB** do mutually agree as follows:

SECTION I
Rules and Regulations

CLUB agrees to cooperate with the **CITY** in respect to the implementation of Teen activities to be carried out by **CLUB.**

SECTION II
Statement of Work

CLUB agrees to perform the services and administer the programs as outlined in **Exhibit "A,"** "Statement of Work," for and in consideration of payment in the amount of **One Hundred and Forty Five Thousand Seven Hundred and Fifty Seven Dollars ($145,757.00),** and as delineated in **"B,"** "Payment Schedule."

CLUB agrees to notify **CITY,** in writing, of any proposed changes to its Statement of Work, or Payment Schedule. CLUB shall obtain approval, in writing, from **CITY** prior to commencing work on any changes made to the Statement of Work or Payment Schedule.

CITY shall not be liable for costs incurred or performances rendered by **CLUB** before commencement of this Agreement, after termination of this Agreement, or when changes have been applied but not approved by **CITY.**

SECTION III
Records and Reports

CLUB agrees to establish and maintain records and reports as outlined in **Exhibit "C,"** "Records and Reports," and agree to make those records and reports available to the **CITY**.

SECTION IV
Monitoring Visits

CLUB agrees that **CITY** shall conduct on-site monitoring visits to assure compliance with applicable local requirements and this Agreement, and that the performance goals as delineated herein are being achieved. After each monitoring visit, **CITY** shall provide **CLUB** with a written report of the monitor's findings. If the monitoring reports note deficiencies in **CLUB's** performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **CLUB**. Failure by **CLUB** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section IX of this Agreement. In addition, **CLUB** shall give the Comptroller General of the United States, **CITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by **CLUB** pertaining to this Agreement.

SECTION V
Payment Requests and Program Income

CLUB agrees to follow administrative directions from the **CITY** regarding documenting and processing payment requests as defined in **Exhibit "D"** "Requests for Payments" of this Agreement.

CLUB shall submit final reimbursement request to **CITY** within fifteen (15) days of the Agreement end date.

CLUB and **CITY** agree that if applicable, program income generated from the use of funds shall be retained by the **CLUB**. **CLUB** is to provide to the **CITY** by the third Wednesday of each month an accounting of program income through financial records outlined in **Exhibit "D"**.

CLUB and **CITY** agree that all unused funds will be returned to **CITY** at the end or termination of this agreement for either reallocation or to be reprogrammed by **CITY.**

SECTION VI
Religious Activities

CLUB and **CITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities.

SECTION VII
Uniform Administrative Requirements

Entities, **except entities that are governmental entities**, shall comply with the requirements and standards of OMB Circular No. A–122, "Cost Principles for Non-profit Organizations", or OMB Circular No. A–21, "Cost Principles for Educational Institutions", as applicable, and OMB Circular A–133, "Audits of Institutions of Higher Education and Other

Nonprofit Institutions" (as set forth in 24 CFR part 45). Audits shall be conducted annually. Such CLUB shall also comply with the provisions of the Uniform Administrative requirements of OMB Circular A–110 (implemented at 24 CFR part 84, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations").

SECTION VIII
Audit Requirements

CLUB agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations.

CLUB agrees to furnish **CITY** a Financial Management letter covering the period of this Agreement that includes detailed receipts and disbursement of payments to **CLUB** hereunder. However, if **CLUB** obtains an audit as per OMB Circular A-133, **CLUB** shall submit said audit to **CITY** within fifteen (15) days. Further, **CLUB** agrees to cooperate with **CITY** relating to any inquires regarding the audit. **CLUB** acknowledges that a Financial Audit shall be provided to **CITY** at the expense of the **CLUB.** Audit shall be available to **CITY** staff.

SECTION IX
Suspension and Termination

CLUB understands that this Agreement may be suspended or terminated, if **CLUB** materially fails to comply with the provisions of this Agreement or the provisions so listed in **Exhibits "A" through "D".**

If **CLUB** fails to fulfill in a timely and proper manner its obligations under this Agreement, or **CLUB** violates any of the Agreements or stipulations of this Agreement, then the **CITY** shall provide **CLUB** written notification of such non-performance. Such non-performance may be the basis for immediate termination of this Agreement. Should any breach of contract (Agreement) relate to a violation of federal law or regulation that results in from the **CLUB** or its successor, the **CITY** will terminate Agreement and seek reimbursement of all funds from **CLUB**. **CLUB** shall not be relieved of the liability to the **CITY** for damages sustained by the **CITY** by virtue of any breach of this contract (Agreement) by **CLUB** and **CITY** may withhold any payments to **CLUB** for violations of federal regulations. Should the **CITY** become aware of any activity by **CLUB,** which would jeopardize public accountability of funds, then the **CITY** may take appropriate action including injunctive relief against **CLUB** to prevent the transaction as aforesaid. The failure of the **CITY** to exercise any right shall in no way constitute a waiver by the **CITY** to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both the **CITY** and **CLUB.**

SECTION X
Assets

CLUB shall not purchase any asset unless so permitted by the **CITY** and such procurement shall be done in the form and manner so prescribed by the **CITY**.

SECTION XI
Indemnity Clause

CLUB agrees to hold **CITY** harmless from, and indemnify **CITY** from and defend **CITY** against any and all claims brought against **CITY** by employees or officers of **CLUB** or brought by any third person arising in any manner directly or indirectly from **CLUB** programs, activities or events conducted pursuant to this Agreement.

CLUB shall acquire, maintain and furnish to **CITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under this contract agreement with General Aggregate limits of not less than Two Million Dollars ($2,000,000.00) for Commercial General Liability and One Million Dollars ($1,000,000.00) per occurrence, and FIVE HUNDRED THOUSAND DOLLARS ($500,000.00) for Commercial Automobile Liability, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. Policies must be endorsed to Waive Subrogation Rights, name the City as an "Additional Insured" and the cancellation provisions extended to thirty (30) days in writing. This requirement shall be to meet **CLUB'S** duty of indemnification under this paragraph.

SECTION XII
Procurement

CLUB agrees to follow the rules of the **CITY** on the procurement of services, supplies or non-real property in relation to **CITY**-funded projects. The legal standards that will apply include the Procurement Standards of the City of Harlingen. In such case as **CLUB** has developed procurement standards governing its operation, such standards shall be reviewed by **CITY** to ensure compliance with the standards implemented by **CITY.**

SECTION XIII
Conflict of Interest

CLUB covenants that neither members of its organization or staff members who exercise influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed in **Exhibit "A".**

CLUB agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **CLUB**'s organization or the **CITY**'s organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Exhibit "A" during their tenure.

CLUB are responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

No **CITY** employee, elected official, consultant and/or agent shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described on **Exhibit "A"**.

SECTION XIV
Legal Action and Venue

CLUB agrees to notify the **CITY** when a prohlem arises that may lead to legal action or claim against the **CLUB**. The **CLUB** agrees to furnish to the **CITY** any information with respect to such action or claim. The **CLUB** agrees not to take any action with respect to any legal action or claim sought against the **CLUB** without the advice and consent of the **CITY**.

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in Cameron County.

SECTION XV
Miscellaneous Provisions

Conflict with Applicable Law. Nothing in this Agreement shall he construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to hring them within the legal requirements and only during the time such conflict exists.

No Waiver. No waiver by **CITY** of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

Entire Agreement. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by **CITY** and **CLUB**, and not otherwise.

Texas Law to Apply. This Agreement shall he construed under and in accordance with the laws of the State of Texas, and all ohligations of the parties created hereunder are performable in Cameron County, Texas. The parties hereby consent to personal jurisdiction in Cameron County, Texas.

Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by electronic mail, or (iii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or (iv) sent by facsimile or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to **CITY**:

City of Harlingen
City Manager's Office
118 E. Tyler
Harlingen, Texas 78550
Email ggonzalez@myharlingen.us
Phone # (956) 216-5001
Fax # (956) 216-8035

If to **CLUB**:

CLUB and Girls Club of Harlingen
P.O. Box 1982
Harlingen, Texas 78551
bclub@rgv.rr.com
Phone # (956) 428-4183
Fax # (956) 428-2544

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or. if mailed, at such time as it is deposited in the Unites States mail.

Additional Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors. and assigns where permitted by this Agreement.

Assignment. This Agreement shall not be assignable by **CLUB**. **CITY** may assign this Agreement without the consent of **CLUB**.

Headings. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

Authority to Execute. The execution and performance of this Agreement by **CITY** and **CLUB** have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of **CITY** and **CLUB** in accordance with its terms.

SECTION XVI
Effective Date

The effective date of this agreement shall be the **1st day of October, 2026**, which follows the approved budget by the City Commission, and shall terminate on the **30th day of September, 2027.**

Approved and signed this ____ day of October, 2026.

City of Harlingen

_____

Gabriel Gonzalez, CPM, City Manager

Attested by

_____

Mayra Herrera, City Secretary

Boys and Girls Club of Harlingen

_____

Gerald Gathright, Executive Director

7w

City of Harlingen

Agenda Item Request Form

We hereby request the following item to be added to **October 07, 2026**, City Commission Agenda:

Consideration and possible action to approve the testing and potential installation of speed humps in the following location(s):

1. Russell Lane between Wilson and Avalon Drive

Rene Perez, Commissioner, Dist 5

Daniel N. Lopez, Mayor Pro-Tem/Comm. Dist. 2

92

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **October 7, 2026**

Agenda Item:

Public Hearing for a request to release from the City of Harlingen Extraterritorial Jurisdiction (ETJ), consisting of the South 5.00 acres comprised of two tracts, Tract 1 being 3.51 acre tract of land out of the South 5.00 acres out of Block 8, S.A. Thompson Subdivision; and Tract 2 being 1.49 acre tract of land out of the South 5.00 acres out of Block 8, S.A. Thompson Subdivision, located on the west side of Thompson Road approximately 2,408 feet north of Ryan Road. Applicants: Todd Waller and Amanda Lopez

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

Brief Summary:

Project Timeline

- August 20, 2026 – Application for the release from the ETJ submitted to the City. Application deemed incomplete pending submittal of survey and metes and bounds description. **(ATTACHMENT I and II).**
- August 24, 2026- Survey and metes and bounds description submitted. Application deemed complete.
- October 7, 2026 – Public hearing and consideration of requested release from the ETJ via 1st ordinance reading scheduled before the City Commission.
- October 21, 2026 – Pending approval of 1st ordinance reading, consideration of approval of 2nd ordinance reading scheduled before the City Commission.

Summary

- Pursuant to Section 42.101-105, of the Texas Local Government Code, a resident of an area in a municipality's extraterritorial jurisdiction may file a petition with the municipality in accordance with this subchapter for the area to be released from the extraterritorial jurisdiction. The owner or owners of the majority in value of an area consisting of one or more parcels of land in a municipality's extraterritorial jurisdiction may file a petition with the municipality in accordance with this subchapter for the area to be released from the extraterritorial jurisdiction.

- Todd Waller and Amanda Lopez, the property owners are requesting for the subject properties to be removed from the City Extraterritorial Jurisdiction (ETJ).

- There is an existing residential structure on Tract 1 and Tract 2 is currently vacant. Both tracts are located within the City's 3.5 mile ETJ. The two tracts have a combined frontage of 267.43 feet on Thompson Road a depth of 814.70 feet at its longest point. The developer is proposing to subdivide the property through the Cameron County subdivision process. **(ATTACHMENT II-VI)**

- The release from the City ETJ will require one public hearing and two ordinance readings of the ordinance. The above-mentioned timeline delineates the release from the ETJ process.

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: GG ☐ Yes ☐ No ☑ ~~N/A~~

Comments:

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

AGENDA ITEM
EXECUTIVE SUMMARY

9b

Meeting Date: **October 7, 2026**

Agenda Item:

Public hearing for a rezoning request from General Retail ("GR") District to Planned Development ("PD") District to allow for a Residential, Single-Family development with smaller lot sizes, for a 37.803-acres out of Lots 1, 2, 7, and 8, Block 145, San Benito Land and Water Company Subdivision in Concepcion de Carricitos Grant, located on the north side of East Treasure Hills Boulevard, approximately 872.41 feet west of FM 509. Applicant: Melden & Hunt, Inc. c/o Noblemen Investments, LLC. Attachment ***(Planning & Development)***

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

Brief Summary:

Project Timeline

- August 27, 2026 – Application for a rezoning submitted to the City. **(ATTACHMENT I)**
- September 4, 2026 - In accordance with State and local law, notice of required public hearings mailed to all property owners within 200 feet of subject tract.
- September 5, 2026 – In accordance with State and local law, notice of required public hearings published in the Valley Morning Star and mailed to all property owners within 200 feet of subject tract.
- September 17, 2026- Drainage report approved by the Engineering Department.
- September 22, 2026- Public hearing and consideration of requested rezoning by the Planning and Zoning Commission (P&Z).
- October 7, 2026– Public hearing and consideration of requested rezoning via 1st ordinance reading scheduled before the City Commission.
- October 21, 2026 – Pending approval of 1st ordinance reading, consideration of approval of 2nd ordinance reading scheduled before the City Commission.

Summary

- Melden & Hunt, Inc., on behalf of Noblemen Investments, LLC, is requesting to rezone the subject property from General Retail ("GR") District to Planned Development ("PD") District to allow for a single-family residential development with smaller lot sizes. **(ATTACHMENT III).**

- The properties are currently vacant and unsubdivided. The developer is proposing to subdivide the property into a 151-lot subdivision under the name Paso Real Coves Subdivision, Phases IV and V. The proposed phases are a continuation of a total residential development consisting of five (5) phases. **(ATTACHMENT III).** The property has approximately 1,230 feet of frontage along East Treasure Hills Boulevard and extends approximately 1,320 feet at its longest point. **(ATTACHMENT III).**

- The development will consist of 151 single-family residential lots served by 32-foot-wide paved public streets with curb and gutter and a 50-foot right-of-way. Of the 151 proposed lots, 46 lots are smaller than the standard 6,000-square-foot minimum lot

area. Approximately 94 lots have an average lot size of 6,241 square feet while 57 lots have an average lot size of 9,372 square feet. The overall proposed average lot size is approximately 7,423 square foot. The subdivision also includes four proposed common areas. All lots will front an interior public street. The proposed setbacks will include a 20-foot front setback, 5-foot side setbacks, a 10-foot side setback for corner lots, and a 10-foot rear setback. **(ATTACHMENT III).**

- The surrounding properties are zoned Residential, Single-Family ("R-1") District to the north and west, Not Designated ("N") District to the east, and Planned Development ("PD") District to the south. Surrounding development includes single-family residential subdivisions to the west and south, the Treasure Hills Golf Course to the north, and vacant land to the east. **(ATTACHMENTS IV & VI)**.

- The Planned Development request was reviewed by the Engineering Department, the Fire Marshal's Office (Fire Department), and the Building Inspections Division. If the variance is approved, the Building Inspections Division will require construction plans prepared in accordance with the 2024 IBC (International Building Code) Family of Codes once home construction begins. The Fire Marshal's Office and the Engineering Department recommend approval of the requested rezoning. **(ATTACHMENT VII - IX).**

- The Future Land Use Component of the Harlingen-Horizon: A City on the Rise Comprehensive Plan designates this area as Lower Density Residential. The proposed development is consistent with the Future Land Use Plan and is generally compatible with the existing development pattern in the surrounding area. **(ATTACHMENT X).**

- To the present, the Planning and Development Department has not received any calls from surrounding property owners in opposition to the requested rezoning.

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 of the rezoning request subject to the following conditions:

1. Compliance with all applicable building codes and regulations;
2. Compliance with drainage requirements and all applicable requirements from the Engineering Department; and
3. Compliance with the requirements administered by the Planning Division, Building Inspections Division, Engineering Department, and Fire Prevention Bureau.

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

Comments:

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

PLANNING AND ZONING COMMISSION
September 22, 2026

ACTION ITEMS/PUBLIC HEARINGS

4) **Public hearing and take action to consider a request to rezone from General Retail ("GR") District to Planned Development ("PD") District to allow for a Residential, Single-Family development with smaller lot sizes, for a 37.803-acres out of Lots 1, 2, 7, and 8, Block 145, San Benito Land and Water Company Subdivision in Concepcion de Carricitos Grant, located on the north side of East Treasure Hills Boulevard, approximately 872.41 feet west of FM 509. Applicant: Melden & Hunt, Inc. c/o Noblemen Investments, LLC**

City Planner Soledad Núñez presented the request to rezone as follows:

- The Legal Notice Map with the Subject Property highlighted in yellow was used to present the item.
- Ms. Núñez explained that this was a continuation of Paso Real Coves. The first three (3) phases are to the south. This would be Phases Four (4) and Five (5). The developer is Noblemen Investments, LLC.
- An Aerial View of the Subject Property was presented.
    - The property is currently vacant and unsubdivided.
    - The developer is proposing a one hundred and fifty-one (151) lot single-family residential subdivision.
    - The property has approximately one thousand, two hundred and thirty (1230) feet of frontage along East Treasure Hills Boulevard. Ms. Núñez identified the street on the Aerial Map. The property has approximately one thousand, three hundred and twenty (1,320) feet if depth at its longest point.
- The Planned Development Site Plan was presented.
    - It is proposing two (2) entrances off East Treasure Hills Boulevard and a stub out to the north would be left for future developments that the property owners to the north can choose to develop.
    - They are proposing one hundred and fifty-one (151) single-family residential lots. Of those one hundred and fifty-one (151), forty-six (46) of those are smaller than the required six thousand (6,000) square foot requirement. All the others do meet this requirement or above.
- A Street View of the Subject Property from East Treasure Hilld Boulevard was presented.
- The Engineering Department, Fire Marshall Office and the Building Inspections Division did review the request. All approved of the Planned Development Subdivision subject to the applicant meeting any requirements.
- Surrounding properties are zoned residential, single-family district (R 1) to the north and west, Not Designated (N) District to the east and Planned Development (PD) to the south.
- Surrounding developments included single-family residential subdivisions to the west and south, Treasure Hills Golf Course to the north and Vacant Land to the east.
- The Future Land Use component of the Harlingen Horizon – A City on the Rise Comprehensive Plan designates this area as lower density so the request is consistent with the Future Land Use Map.
- Staff is recommending approval of the request subject to the following conditions:
    - Compliance with the applicable building codes and regulations,

- Compliance with drainage requirements and all applicable requirements from the Engineering Department.
- Compliance with all other requirements administered by the different City departments that have been reviewing the subdivision.

Vice Chairman Sanchez thanked Ms. Núñez. He asked if there were any questions for Staff before opening the Public Hearing.

Cmr. Flores indicated he had the same question about the smaller lots. He asked if the setbacks were going to be like five (5) and five (5) on the side or whether they would remove one (1). Ms. Núñez said yes and said they will be sticking to a similar concept as the ones to the south. She identified the subdivision to the south and said that the three (3) phases are similar to the other two (2) proposed. She said that the setbacks are the standard twenty (20) in the front, ten (10) in the rear, five (5) on the sides; ten (10) on the corner side. Cmr. Flores said he did not have a problem with that as long as they don't do a variation citing an example of two (2) feet from this side and then taking three (3) on the other side. He said that wasn't going to cut it, saying that this already happened in that other subdivision. He said he brought it up to the attention of Mr. Cervantes and said that he did nothing about it and actually signed off on it, on an encroachment that was already there. He said they built it at three (3) and not at five (5) and then they started running utilities there, for pole lights in the streets. He said he hated to bring it up because this is a lot of trouble out there. He said that if they can't do things right then they don't… they shouldn't be in the business of building homes. Director Hernandez recounted that as Ms. Núñez said, the side set back is five (5) feet on each side. Cmr. Flores acknowledged Director Hernandez' statement. He said he did not have a problem with it. Vice Chairman Sanchez thanked Cmr. Flores and asked if there were any other questions for Staff.

Cmr. Thomas referred to Ms. Núñez' presentation that it was going to be one hundred and fifty-one lots. She asked how many would be smaller than six thousand (6,000) feet. Ms. Núñez said it would be forty-six (46). Cmr. Thomas asked why? She asked if they couldn't make less lots. Director Hernandez stated that the Engineer was there. Ms. Núñez added that the developer's representative and the engineer were both present. Cmr. Thomas added another question in the meantime while the speaker approached the podium. She asked if for the subdivision to the south, which was before her [being on the Board], if they also got a variance. Ms. Núñez said they hadn't but noted that they are under Planned Development which does allow the reduced lot size. Cmr. Thomas acknowledged this response.

Jose Humberto "Beto" De La Garza, Director of Land Development, Melden and Hunt, Inc.

Mr. De La Garza bid the Board a good afternoon. He said that as Ms. Núñez had mentioned, this [development] is just basically an extension of Phases One (1), Two (2) and Three (3) that are seen on the south side of East Treasure Hills Boulevard. Referring to the Site Plan, he said that as shown, they are proposing a subdivision with curved streets so some of the lots are going to be less deep than others. He said that some lots go up to eight thousand (8,000) square feet explaining that, depending where the lot falls on the curvature of the streets, some lots are just going to be deeper than others. He said that the average lots on this subdivision are going to seventy-four hundred (7,400) feet and reiterated that it would just be based on the curvature of the street. He said that these are Phased Four (4) and Five (5) of the same PD basically.

Cmr. Thomas acknowledged Mr. De La Garza's explanation. She asked what the smallest lot's frontage was. She rephrased her question. She asked if the frontage of each lot is smaller or if it

was all related to the depth. Mr. De La Garza said it was mainly related to the depth. Cmr. Thomas acknowledged the response. Mr. De La Garza added that this was the only Variance they were requesting. He said that the frontage of the lots shouldn't be an issue and restated that it is mainly the depth of the lot. Mr. De La Garza continued and stated that they were still trying… still going to comply with the twenty (20) foot set back in the front and in the rear, and five (5) and (five) on each side. He stated that it was mainly because of the curvature of the streets that you see some of the lots smaller than others basically.

Cmr. Thomas stated that she understood that the more lots in, the more money they make. She said that the Board understood that. She asked if she was correct in saying that it was a possibility to make fewer lots and not need this. Mr. De La Garza responded that he supposed it could be reconfigured but said they were trying to follow the same pattern that they did with Phases One (1), Two (2) and Three (3). Cmr. Thomas said that she understood this but that for her, her concern is street crowding, cars, etc. She remarked that the lots look very close together hence her question about frontage of each lot. She asked what they were talking about, commenting that they are not able to clearly see the information provided. She asked if he had an idea of what the minimum width of each lot on the front was. Mr. De La Garza said that he assumed the minimum width would be forty-five/forty-six (45/46) feet. He said that it would still have its own driveway, eighteen (18) feet each, which is the minimum required to comply with setbacks. He explained that what happens with a lot of these lots, based on the curvature of the street, the lots tend to be narrow in the front and they start getting wider in the back so you can have bigger backyards too. Cmr. Thomas acknowledged this information. Mr. De La Garza said that this was one (1) of the things that they are trying to offer with this type of design, to have more space in the back so you can have your own palapa or to have a barbeque area. He said this was something that they tried to offer to the buyers.

Vice Chairman Sanchez interjected at this point wanting to clarify the request here was to rezone the property and that the subdivision or layout of the subdivision itself can change and would come back to the Boad for consideration as a subdivision plan. Director Hernandez said yes but noted that the PD has to basically match whatever is on the Final Plat. Ms. Núñez explained that essentially, if they change the subdivision, the PD has to be amended because the Site Plan [changed]. The Vice Chairman acknowledged this information and confirmed that they are more or less married to what they are showing [on the Site Plan]. Director Hernandez provided confirmation. Assistant Director Olivo added that they are not getting any variances on the lot size. He said that it is allowed under the Planned Development flexibility on the setbacks and the lot size. The Vice Chairman acknowledged the responses.

Vice Chairman Sanchez made one last point of order. He asked Mr. De La Garza to identify himself for the record. Mr. De La Garza stated his name, indicating that he was with Melden & Hunt and provided his address in Edinburg, TX. The Vice Chairman acknowledged his introduction and thanked him for being present.

Vice Chairman Sanchez asked if there were any other questions for Staff, indicating that if not, he would proceed to the Public Hearing.

The Public Hearing was opened. The Vice Chairman asked if there was anybody present that would like to speak in favor or against this item and if so, to please step up to the podium. Upon hearing and seeing none, the Public Hearing was closed and the Vice Chairman indicated he would entertain a motion.

After a few seconds the Vice Chairman joked with the Board. After a few seconds more, the Vice Chairman stated that the request was to rezone from General Retail (GR) District to a Planned Development (PD) District. Cmr. Cruz-Velázquez made the motion to approve. The Vice Chairman asked if there was a second. After a few seconds of silence, the Vice Chairman asked if he could second as the Meeting Chairman. Attorney Sossi told him he could. Vice Chairman Sanchez seconded the motion and started to proceed. Director Hernandez interjected indicating that she felt hesitance to make a motion. She explained that they would be setting precedence if they were to deny this subdivision because what the developer is doing is within the provisions of the subdivision ordinance and specifically, the zoning ordinance, rezoning to PD and going through the process. She added that they would still need to meet all of the requirements and said that if there was a market for people that are interested in buying this type of homes… Director Hernandez said that as long as they are complying with our regulations, it shouldn't be a hindrance [and] we should not necessarily look at the lot size dis-favorably because of that reason. She said that she thought that as long as there is an understanding that they need to meet the regulations, that this should probably be the guiding decision or what should help guide the decision. Vice Chairman Sanchez added that it fits with the plan that the city has as far as Land Use Plan. Director Hernandez agreed. Vice Chairman Sanchez regrouped, stating that there was a motion and a second. He called for a vote. The motion passed by a vote of three (3) in favor and one (1) vote against from Cmr. Flores.

Cmr. Cantu thanked Director Hernandez for providing clarification. She said it really helps. Vice Chairman Sanchez reiterated that the motion had passed.

9c

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **October 7, 2026**

Agenda Item:

Public hearing for a request to amend the previously approved Planned Development ("PD") District to allow a mixed-use development (commercial and multi-family) for properties bearing a legal description of 30.52-acre tract of land, more or less, out of Block 182, San Benito Land and Water Company Subdivision, Concepcion De Carricitos Grant, located northeast of Camelot Drive and Victoria Lane. Applicant: Berenice Chapa (Halff Associates), c/o Development Corporation of Harlingen, Inc. Attachment ***(Planning & Development)***

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

Brief Summary:

Project Timeline

- August 31, 2026 – Application for rezoning submitted to the City. **(ATTACHMENT I).**
- September 4, 2026 – In accordance with State and local law, notice of the required public hearing mailed to all property owners within a 200 feet radius of subject tract.
- September 5, 2026 – In accordance with State and local law, notice of the required public hearings was published in the Valley Morning Star.
- September 22, 2026 - Public hearing and consideration of the requested rezoning by the Planning and Zoning Commission (P&Z).
- October 7, 2026 – Public hearing and consideration of requested rezoning via 1st ordinance reading scheduled before the City Commission.
- October 21, 2026 – Pending approval of 1st ordinance reading, consideration of approval of 2nd ordinance reading scheduled before the City Commission.

Summary

- Halff Associates on behalf of the Development Corporation of Harlingen, Inc. is requesting to amend the Planned Development ("PD") site plan to allow a mixed-use development consisting of commercial and multi-family use. **(ATTACHMENT II).**

- The irregular shaped property is currently vacant and not subdivided. The developer is proposing to subdivide the property into a seven-lot subdivision under the name of Victoria Commons Subdivision Phase II. The property has 193.38 feet of frontage on Camelot Drive, 129.07 feet of frontage on Victoria Lane and a depth of 1,946 feet at its longest point. **(ATTACHMENT III)**

- The original Planned Development (PD) ordinance for the subject property which was approved by the City Commission on April 1, 2026 showed the property to be developed with six (6) lots. Two of the lots were for general retail use, one lot for

office use, one lot for multi-family use, one common area lot, and a lot to be used for a detention pond. All lots were to front an interior street. The interior street on the north was projected to be a 33 ft. wide paved street with curb and gutter, and the east side street was projected to be a 40 ft. wide paved street with curb and gutter. The setbacks for the general retail and multi-family lots were 10 ft. on the front, side and rear setbacks. The setbacks for the office lot were 20 ft. in the front, and 10 ft. on the side and rear setbacks. **(ATTACHMENT III and IV)**

- The new proposed site plan increases the development from six (6) to seven (7) lots. Two of the lots will be for general retail use, one lot for office use, one lot for multi-family use, one lot for a parking lot, one common area lot, and a lot to be used for a detention pond. The setbacks for the general retail and multi-family lots are 10 ft. on the front, side and rear setbacks. The setbacks for the office lot are 20 ft. in the front, and 10 ft. on the side and rear setbacks. In essence, the only change from the previously approved site to the new site plan is the general retail lot on the west side of the property is being converted into two general retail lots, and the use of lot 4 changed from general retail to parking lot use. **(ATTACHMENT IV)**

- The surrounding properties are zoned Not Designated ("**N**") District to the north, and General Retail ("GR") District to the south, east and west. The surrounding land uses consist of an apartment complex and vacant land to the north, Windsor Nursing and Rehab Center, Palms Behavioral Health and vacant land to the south, and vacant land and vacant land in agricultural use to the west. **(ATTACHMENT II and VI)**.

- The Building Inspections, Fire Prevention and Engineering Departments have reviewed the request. The Building Inspections, Fire Prevention and Engineering Departments reported no objection to the request amendment to the planned development site plan subject to complying with all applicable codes. **(ATTACHMENT VII-IX)**

- The Future Land Use Plan (FLUP) component of the Harlingen Horizon – A City on the Rise Comprehensive Plan shows this area as retail and higher density residential use. The request is consistent with the Future Land Use Plan and consistent with the surrounding land use. **(ATTACHMENT X).**

- To the present, the Planning and Zoning Department has not received any opposition to the requested rezoning.

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 of the request subject to the following conditions:

1. Compliance with all applicable building codes and regulations;
2. Compliance with drainage requirements and all applicable requirements from the Engineering Department; and
3. Compliance with the requirements administered by the Planning, Building Inspections, Engineering, and Fire Prevention Departments.

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

Comments:

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

PLANNING AND ZONING COMMISSION
September 22, 2026
ACTION ITEMS/PUBLIC HEARINGS

3) **Public hearing and take action to consider a request to amend the previously approved Planned Development ("PD") District to allow a mixed-use development (commercial and multifamily) for properties bearing a legal description of 30.52-acre tract of land, more or less, out of Block 182, San Benito Land and Water Company Subdivision, Concepcion De Carricitos Grant, located northeast of Camelot Drive and Victoria Lane. Applicant: Berenice Chapa (Halff Associates) c/o Development Corporation of Harlingen, Inc.**

Joel Olivo, Assistant Director for Planning and Development, presented the request to amend the previously approved PD as follows:

- The Legal Notice Map with the Subject Property outlined in yellow was used to present the item.
    - Mr. Olivo explained that the request to amend was to allow for mixed-use development of commercial and multi-family use.
    - Mr. Olivo described that the Subject Property was along Camelot Drive and Hale Avenue and intersects into Victoria Lane.
- An Aerial View of the Subject Property was presented, showing that it is currently vacant.
    - The Subject Property has about one hundred and ninety-three (193) feet of frontage along Camelot Drive, one hundred and twenty-nine (129) feet of frontage on Victoria Lane and a depth of about one thousand, nine hundred and forty feet (1,940) feet at its longest point.
- The original Site Plan that was approved back in April of 2026 was presented.
    - Mr. Olivo said it consisted of six (6) lots and that the uses were going to be for commercial and multifamily use, office use and a detention pond on the north side of the property, and that it had a common area.
    - The streets would be thirty-three (33) foot-wide, which is the standard for that development, and said that they had a forty (40) foot back to back on the north and south street.
- The new Site Plan was presented.
    - Mr. Olivo explained that the only change to the Site Plan is the retail lot which was reconfigured into two (2) lots. He identified that a lot which had been designated for retail use was changed to a parking lot. Mr. Olivo stated that everything else would remain the same on the proposed development.
- A Street View from Camelot Drive was presented
- A Street View off of Hale Avenue looking into Victoria Lane was presented. Mr. Olivo said this was the first phase of that Subdivision.
- The Future Land Use Map was presented.
    - Mr. Olivo identified that Future Land Use shows the area as high-density use and retail use and is consistent with the Future Land Use Plan.
- Staff did not receive any objections from any of the surrounding property owners.
- Building Inspections, the Fire Prevention Bureau and the Engineering Department also recommended approval of the request.

- Staff is recommending approval of the request subject to compliance with all applicable building codes, compliance with drainage requirement and, of course, compliance with the appropriate departments.
- Mr. Olivo made himself available for questions. He shared that the applicant was present for questions as well.

Vice Chairman Sanchez indicated he would ask if there were any questions for Staff before he opened the Public Hearing.

Cmr. Cruz-Velázquez asked if there were any traffic studies that had been done in this area about the impact of all these new developments is going to have on Ed Carey Drive and Camelot Drive. She said she didn't find anything on the attachments. Mr. Olivo confirmed that they had representatives present. Director Hernandez stated that the Assistant City Engineer was also present.

Berenice Chapa, Project Engineer with Halff Associates
Ms. Chapa introduces herself before the Board. She said that there was a TIA (Traffic Impact Assessment) done and said it would be provided to the City. She said she was of the understanding it had already been provided, saying that it does have all the proposed and existing intersection study. Cmr. Cruz-Velázquez asked if it was provided back in April. Mr. Olivo confirmed that the item was approved back in April 2026. Cmr. Thomas added that this was discussed and mentioning the four-way stop talked about back then. Ms. Chapa clarified that they were actually proposing the four-way stop with the development on the west of Camelot Drive. She said that would be on the plans with the other development but assured the Board that they are accounting for that on this one. Cmr. Thomas asked about the location of the development mentioned to the west. Ms. Chapa said it clarified that it was between Ed Carey and Camelot, stating that they were doing a development there as well. Cmr. Cruz-Velázquez acknowledged the information provided but stated that it would be good, at least for her, to include that in the future so that they can have it. Cmr. Cruz-Velázquez stated that she was not opposed to the development but wanted to share her concern of the traffic impact in that area. Ms. Chapa said she understood. Cmr. Cruz-Velázquez continued, explaining that this is where she works and saying that it takes her a long time to get out of there at five (5) o'clock, saying that it was a little crazy.

Nadia Lopez, Assistant City Engineer
Ms. Lopez introduced herself before the Board and confirmed that the firm was working on that TIA but that it had not been finalized. She said that they did require them to do studies at all the intersections around that area and even along Ed Carey Drive because there are some future entrances along Ed Carey. She added that it included traffic movement and also pedestrian movement between these areas because there is going to be a lot of development going on in this area. Ms. Lopez said that once they receive the final TIA they can provide it. Cmr. Cruz-Velázquez said that this would be very important because she knows that the traffic on Ed Carey has increased since… She said that she has been working in the area now for eight (8) years. She described that it was super easy to go up and down and now it is not. She cited that even when going to lunch it is a little crazy trying to get into a restaurant and trying to get out. She said that thinking about the future, noting that she wanted to put this on the record, this really needs to be studied because she cannot see all this development going on without any improvements into Ed Carey and even into Camelot and Treasure Hills. She stated that this is something that we need to think about.

Vice Chairman Sanchez asked if there were any other questions for Staff. He stated that, for himself, a point of clarification would be that with the amendment, they are not adding land to the footprint of the development. He asked if this was correct and that it is just changing designations. Director Hernandez said that it was just [the] reconfiguration. Mr. Olivo confirmed that they are just reconfiguring on of the lots and then changing the use of one of the lots from retail to parking lot use on the plan.

The Vice Chairman acknowledged this response. He stated that if there were no other questions, he would open the Public Hearing. The Public Hearing was opened. The Vice Chairman asked if there was anybody present that would like to speak in favor or against this item, to please step forward and identify themselves for the record.

Desi Martinez, 1806 Haverford Blvd
Mr. Martinez introduced himself before the Board. He said that as a former developer working for companies like Border Patrol and now NINS, he said he wanted to flag that there will be a traffic problem, big time. He said that TxDOT is going to do a thirty-eight million dollar ($38,0000,000) expansion and said that it will be crazy. He said that because of the lack of TxDOT and the City and its traffic plan not to do a loop like they do in Edinburg, in that area to get into the hospital district, or at least this hospital. Mr. Martinez stated that this area is EDC (Economic Development Corporation) land apparently and said that they were doing multi-family. Mr. Martinez said that this is not what is on charter by the people of Harlingen to do multi-family. He said they do commercial and that the main charter was manufacturing/industry but that because we are along the border, in the twenty-five (25) limit, we are able to do other work. He said that in other words, commercial helps small businesses, etc., saying that this has been interpreted. He said that the majority of work is supposed to be in manufacturing/industrial to create jobs and to create wealth, not multi-family. He said that was a developer. He said he was into development to sell the multi-family and said that would be looked at. He apologized and said he was not against the commercial development but said that multi-family was not withing the scope of their work and that it shouldn't be. He said that was the private developer's thing. He said that if they are getting incentives for that kind of stuff, it is wrong. Mr. Martinez stated that this has been brought the Board's attention and that because of all the silos we have and one (1) attorney and another attorney doing their interpretation thereof and said that we need to have a little more collaboration with TxDOT, with the City Master Plan on highway and traffic. He said that as mentioned, the Board Member was correct. He said he hopes he is here but said that children and grandchildren are going to have a hard time on Ed Carey with all this construction. He said that we are going out of our boundaries with HEDC, stating that he used to be a former board member, when he saw multi-family.

Mr. Martinez thanked the Board for their time. He summarized that he was not against the project commercial because that has been interpreted locally but the multi-family, he said he had a serious problem with that. He thanked the Board once again. Vice Chairman thanked Mr. Martinez.

The Vice Chairman asked if there was anyone else present that would like to speak in favor or against this item. Upon hearing none, the Public Hearing was closed.

Vice Chairman Sanchez stated he would entertain a motion. Cmr. Thomas made the motion to approve. Cmr. Flores seconded the motion. The motion was moved to a vote. The motion passed by a vote of three (3) in favor and one (1) vote against from Cmr. Cruz-Velázquez.

9d

CITY OF HARLINGEN
AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: October 7, 2026

Agenda Item:

Public hearing to receive comments for or against a proposed amendment to the Project Plan and Reinvestment Zone Financing Plan for Reinvestment Zone Number Two, City of Harlingen, Texas, under Sections 311.011(e), 311.003(c), and 311.003(d) of the Texas Tax Code. The proposed amendment would (1) incorporate the Addendum to the Interlocal Agreement between the City of Harlingen and Cameron County, which extends Cameron County's participation in the Zone through December 31, 2035, and, beginning with tax year 2028, reduces Cameron County's contribution to 50 percent of the maintenance and operations portion of its tax rate; (2) update the financial forecast for the Zone; and (3) add eligible public infrastructure improvements, including storm drainage, water and sewer, roadway, landscape, trail and park, public parking, and public lighting improvements, increasing the total estimated project costs of the Zone by approximately $15,836,882.

Prepared By (Print Name): Beverly Loftus
Title: Chief Operating Officer
Signature: Beverly Jean Loftus

Brief Summary:

Reinvestment Zone Number Two (TIRZ #2) was created by the City Commission on June 21, 2006. Cameron County participates in the Zone under an Interlocal Agreement dated July 19, 2012. On July 28, 2026, the City and County executed an Addendum extending the County's participation from December 31, 2027 to December 31, 2035, with County contributions during the extension set at 50% of the maintenance and operations portion of its tax rate (excluding the Road & Bridge and Interest & Sinking portions).

The Amended Project and Finance Plan incorporates the Addendum, updates the Zone's financial forecast, and adds eligible public infrastructure improvements (storm drainage, water and sewer, roadway, landscape, trail and park, public parking, and public lighting), increasing total estimated project costs by approximately $15,836,882.

Because the amendment decreases the County's contribution and increases total project costs, Texas Tax Code Section 311.011(e) requires the City Commission to approve it by ordinance only after a public hearing meeting Sections 311.003(c) and (d). Notice of this hearing was published in the Valley Morning Star on September 30, 2026, at least seven days before the hearing.

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: GG [ ] Yes [ ] No [✓] N/A

Comments:

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

NOTICE OF PUBLIC HEARING
CITY OF HARLINGEN, TEXAS
PROPOSED AMENDMENT TO THE PROJECT PLAN AND REINVESTMENT ZONE FINANCING PLAN FOR REINVESTMENT ZONE NUMBER TWO, CITY OF HARLINGEN, TEXAS

NOTICE IS HEREBY GIVEN that the City Commission of the City of Harlingen, Texas, will hold a public hearing at [5:30 p.m.] on Wednesday, October 7, 2026, in the City Commission Chambers, [Harlingen City Hall, 118 E. Tyler Avenue], Harlingen, Texas. The hearing is held under Sections 311.011(e), 311.003(c), and 311.003(d) of the Texas Tax Code.

The purpose of the hearing is to consider an ordinance approving an amendment to the project plan and reinvestment zone financing plan for Reinvestment Zone Number Two, City of Harlingen, Texas (the "Zone"). The Zone encompasses property generally located in the area bounded by FM 801, FM 509, Expressway 77/83, and surrounding properties within the City of Harlingen, Cameron County, Texas.

The proposed amendment would:

(1) incorporate the Addendum to the Interlocal Agreement between the City of Harlingen and Cameron County, which extends Cameron County's participation in the Zone through December 31, 2035, and, beginning with tax year 2028, reduces Cameron County's contribution to 50 percent of the maintenance and operations portion of its tax rate;

(2) update the financial forecast for the Zone; and

(3) add eligible public infrastructure improvements, including storm drainage, water and sewer, roadway, landscape, trail and park, public parking, and public lighting improvements, increasing the total estimated project costs of the Zone by approximately $[15,836,882].

At the hearing, any interested person may speak for or against the proposed amendment. A copy of the proposed Amended Project and Finance Plan is available for public inspection in the Office of the City Secretary, [118 E. Tyler Avenue], Harlingen, Texas, during regular business hours.

Persons with disabilities who plan to attend and who may need auxiliary aids or services should contact the Office of the City Secretary at (956) 216-5006 at least 48 hours before the hearing.

Mayra Herrera
City Secretary, City of Harlingen, Texas

☐ PROOF O.K. BY: _____ ☐ O.K. WITH CORRECTIONS BY: _____

PLEASE READ CAREFULLY • SUBMIT CORRECTIONS ONLINE

TX-30287479 (100%)

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ADDENDUM TO INTERLOCAL AGREEMENT
TAX INCREMENT REINVESTMENT ZONE #2

This Addendum to the interlocal agreement (this "Addendum") is entered into between the CITY OF HARLINGEN, TEXAS, ("CITY"), a municipal corporation and home-rule city in the State of Texas principally situated in Cameron County, acting by and through its governing body, the Elective Commission of the City of Harlingen, Texas (City Commission) and on behalf of the TAX INCREMENT REINVESTMENT ZONE #2, CITY OF HARLINGEN, TEXAS, a separate reinvestment zone created by the CITY pursuant to Chapter 311 of the Texas Tax Code ("ZONE"), and Cameron County, a political subdivision of the State of Texas ("COUNTY"). Collectively, the City, County, and Zone may be referred to as the "PARTIES".

WHEREAS, the Parties entered into an Interlocal Agreement dated July 19, 2012, establishing the Parties' respective obligations with regard to the Tax Increment Reinvestment Zone #2 ("TIRZ #2"); and

WHEREAS, the Interlocal Agreement provides that the Parties may amend the Interlocal Agreement by written instrument duly approved and executed by each party; and,

WHEREAS, the Parties desire to amend the Interlocal Agreement to extend the term of COUNTY's participation in TIRZ#2 and reduce COUNTY's contribution during the term;

NOW, THEREFORE, the Parties do hereby agree as follows (except as otherwise expressly defined herein, all defined terms used in this Addendum shall have the same meaning as ascribed to such terms in the Agreement):

1. **EXTENSION**: Parties agree to extend TIRZ #2 from December 31, 2027, to December 31, 2035, *on the condition that* COUNTY contributions for this extension of its Tax Increment Fund are fifty percent (50%) of COUNTY's respective Maintenance and Operations portion of the Tax rate, not including the Road & Bridge or, Interest and Sinking portions of the tax rate, each year during the term of this Agreement.

2. **TERMINATION**: Notwithstanding anything in the Agreement and this Addendum, the extension will automatically terminate, and COUNTY's contributions will be refunded, should a private developer within TIRZ #2 fail to commence construction by December 31, 2029. "Commence construction" is defined as tangible and physical alterations to the land or structure, such as excavation and foundation work, and not mere site clearing nor preliminary planning.

Full Force and Effect. Any and all of the terms and provisions of the Agreement shall, except as expressly amended and modified hereby, remain in full force and effect.

This Addendum is subject to the approval of an appropriate ordinance, resolution, or order of the City Commission and the Cameron County Commissioner's Court in accordance with Texas Tax Code, section 311.007.

IN WITNESS HEREOF, the CITY OF HARLINGEN and CAMERON COUNTY have made and executed this Agreement in triplicate originals on this 28th Day July, 2026

City of Harlingen, Texas

By: _____
Norma Sepulveda, Mayor

Attest:

By: _____
Mayra Herrera, City Secretary

Cameron County

By: _____
Eddie Treviño, Jr., County Judge

Attest:

By: _____
Sylvia Garza-Perez, County Clerk

COMMISSIONER'S COURT CAMERON COUNTY, TEXAS

ORDINANCE NO. 2026-

AN ORDINANCE OF THE CITY OF HARLINGEN, TEXAS, APPROVING AN AMENDMENT TO THE PROJECT PLAN AND REINVESTMENT ZONE FINANCING PLAN FOR REINVESTMENT ZONE NUMBER TWO, CITY OF HARLINGEN, TEXAS, FOLLOWING A PUBLIC HEARING; MAKING FINDINGS, INCLUDING A FINDING OF FEASIBILITY; FINDING COMPLIANCE WITH THE OPEN MEETINGS ACT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Harlingen, Texas, a home-rule municipality (the "**City**"), has the authority under Chapter 311, Texas Tax Code, as amended (the "**Act**") to designate a contiguous or noncontiguous geographic area within the corporate limits or extraterritorial jurisdiction of the City as a tax increment reinvestment zone to promote development or redevelopment of the area if the governing body of the City (the "**City Commission**") determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future and the area satisfies the requirements of the Act; and

WHEREAS, on June 21, 2006, after publishing notice and holding a public hearing as required by the Act, the City Commission approved and adopted Ordinance No. [06-32] (the "Zone Creation Ordinance") designating Reinvestment Zone Number Two, City of Harlingen, Texas (the "Zone"); and

WHEREAS, on July 19, 2012, the City and Cameron County, Texas (the "County") entered into an Interlocal Agreement providing for the County's participation in the Zone, and on July 28, 2026, the City and the County executed an Addendum to the Interlocal Agreement (the "Addendum") that extends the County's participation through December 31, 2035, and reduces the County's contribution beginning with tax year 2028, subject to the conditions stated in the Addendum; and

WHEREAS, at the October 5, 2026, meeting of the Zone Board, the Zone Board adopted Resolution No. _____ adopting the Amended Project and Finance Plan for the Zone attached hereto as Exhibit A (the "Amended Plan") and recommending its approval by the City Commission; and

WHEREAS, Section 311.011(e) of the Act provides that an amendment to the project plan adopted by the Zone Board takes effect upon approval by the City Commission by ordinance; and

WHEREAS, because the Amended Plan decreases the percentage of tax increment to be contributed by the County and increases the total estimated project costs, Section 311.011(e) of the Act requires that the City Commission approve the Amended Plan by ordinance adopted after a public hearing that satisfies Sections 311.003(c) and (d) of the Act; and

WHEREAS, notice of the public hearing was published in the [Valley Morning Star], a newspaper of general circulation in the City, on September 30, 2026, which is not later than the

seventh day before the date of the hearing, as required by Section 311.003(c) of the Act; and

WHEREAS, on [October 7], 2026, the City Commission opened, conducted, and closed a public hearing on the Amended Plan, at which all interested persons were given the opportunity to speak for or against the Amended Plan; and

WHEREAS, the City Commission finds that approval of the Amended Plan is in the best interest of the City and its residents;

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

Section 1. **Findings**. The recitals, findings, and determinations contained in the preamble to this Ordinance are incorporated into the body of this Ordinance as if fully set forth in this Section and are hereby found and declared to be true and correct legislative findings and are adopted as part of this Ordinance for all purposes. The City Commission further finds that the Amended Plan (a) decreases the percentage of tax increment to be contributed by the County beginning with tax year 2028, as provided in the Addendum; (b) increases the total estimated project costs of the Zone; (c) does not reduce or increase the geographic area of the Zone, increase the amount of bonded indebtedness to be incurred, or designate additional property in the Zone to be acquired by the City; and (d) was approved by this Ordinance only after a public hearing that satisfies Sections 311.003(c) and (d) of the Act, as required by Section 311.011(e) of the Act. The City Commission further finds that the Original Plan, as amended by the Amended Plan, is feasible.

Section 2. **Ratification of Addendum to the Interlocal Agreement**. The City Commission hereby approves, ratifies, and confirms in all respects the Addendum to the Interlocal Agreement, a copy of which is attached hereto as **Exhibit B** and incorporated herein for all purposes.

Section 3. **Amendment to Project and Finance Plan Adopted**. The City Commission finds that the Amended Plan, attached hereto as **Exhibit A** and incorporated herein for all purposes, contains the information required by Section 311.011 of the Act. The City Commission approves the Amended Plan under Section 311.011(e) of the Act. The Original Plan remains in effect except as amended by the Amended Plan.

Section 4. **Open Meetings**. It is hereby found, determined, and declared that sufficient written notice of the date, hour, place and subject of the meeting of the City Commission at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public for the time required by law preceding its meeting, as required by Chapter 551 of the Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Commission further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 5. **Severability**. If any section, paragraph, sentence, clause, phrase, or word of this Ordinance, or its application to any person or circumstance, is held invalid by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance, and the City Commission declares that it would have adopted the remaining portions despite the invalidity.

Section 6. **Effective Date**. This Ordinance shall take effect immediately upon its final passage and adoption on second reading as provided by law.

PASSED AND APPROVED on first reading by the City Commission of the City of Harlingen, Texas at a duly posted meeting on _____, 2026.

PASSED, APPROVED, AND ADOPTED on second and final reading by the City Commission of the City of Harlingen, Texas at a duly posted meeting on _____, 2026.

CITY OF HARLINGEN, TEXAS

_____
Norma Sepulveda, Mayor

ATTEST:

_____
Mayra Herrera, City Secretary

APPROVED AS TO FORM:

_____
Mark E. Sossi, City Attorney

EXHIBIT A
AMENDED PROJECT AND FINANCE PLAN

EXHIBIT B
ADDENDUM TO THE INTERLOCAL AGREEMENT

CITY OF HARLINGEN TAX INCREMENT REINVESTMENT ZONE

AMENDED PROJECT PLAN AND FINANCE PLAN

October 2026

TAX INCREMENT FINANCING REINVESTMENT ZONE NO. 2

CITY OF HARLINGEN, TEXAS

PROJECT PLAN – HARLINGEN TIF NO. 2

October 2026

The City of Harlingen, Texas established Tax Increment Financing Reinvestment Zone Number Two, City of Harlingen, Texas ("TIRZ #2"), in June 2006 pursuant to Ordinance No. 06-32 for the purpose of providing funds for public infrastructure necessary to encourage and accelerate residential and commercial development within the designated area of the City.

In July 2012, Cameron County ("County") agreed to participate in TIRZ #2 pursuant to Interlocal Agreement No. 2012C08262. In July 2026, the County agreed to extend its participation in TIRZ #2 through 2035 pursuant to an Addendum to the Interlocal Agreement (No. 2026C07399). Exhibit 1.

PURPOSE OF AMENDMENT

The purpose of this document is to amend the TIRZ #2 Project Plan and Finance Plan originally adopted in 2006. The principal amendments are:

1. Cameron County extends its participation in TIRZ #2 through 2035.
2. Beginning in 2028, Cameron County reduces its contribution to 50 percent of its maintenance and operations tax rate not including the Road & Bridge or, Interest and Sinking portions of the tax rate, each year during the term of the Agreement.
3. The revenue forecast is updated to account for anticipated development within the Zone, including a proposed mixed use development located of approximately 70 acres, generally bounded by the railroad right-of-way on the north, N. Ed Carey Drive (FM 499) on the west, Hale Street on the south, and undeveloped land west of N. Whalen Road on the east, and traversed by Camelot Drive, excluding the existing developed parcels within those limits, within the Zone and known as "Project Organic," as shown in Exhibit 2.
4. The financial assumptions and projected TIRZ revenues are updated through the remaining term of the Zone.
5. The Project Plan is amended to include additional eligible public infrastructure improvements listed in this plan and as identified in Exhibit 3.

The TIRZ will continue to have a thirty-year term, extending from 2006 through 2035. The City of Harlingen's contribution will remain at 80 percent. Beginning in 2028, Cameron County will contribute 50 percent of its maintenance and operations tax rate not including the Road & Bridge or, Interest and Sinking portions of the tax rate, each year during the term of the Agreement.

The updated financial forecast uses the 2006 baseline taxable value of $83,657,582 and holds the 2025 tax rates constant for the duration of the updated forecast. A 3.0 percent annual inflation and appreciation rate is used for construction costs and the value of improvements. The forecast also considers future development patterns, including projects under construction or in the design phase.

FINANCE PLAN – HARLINGEN TIF NO. 2

FINANCIAL FORECAST SUMMARY

The TIRZ #2 account balance through FY 2025 is $4,875,411. The updated forecast prepared by TXP, Inc. projects the following TIRZ revenue:

Participating Entity	Projected TIRZ Revenue
City of Harlingen	$7,166,776
Cameron County	$3,313,303

ADDITIONAL ELIGIBLE PROJECT COSTS

Exhibit E of the Project Plan is amended to include additional eligible public infrastructure improvements. Exhibit 3. Estimates prepared by Halff identify the following total costs, including 30 percent contingency where applicable:

Summary of Additional Eligible Project Costs

Improvement	Estimated Total
Storm Utility Improvements	$5,020,185.48
General Utility Improvements	$812,677.88
Roadway Improvements	$2,722,822.70
Landscape Improvements	$6,823,835.20
Common Parking Improvements	$457,360.80
Total Estimated Additional Project Costs	**$15,836,882.06**

The total estimated project costs in the 2006 Project Plan were $15,600,000. This amendment adds $15,836,882.06 in estimated project costs, for a new total estimated project cost of $31,436,882.06.

The quantities and estimated costs identified above are order-of-magnitude estimates. As described under "Flexibility in Project Scope, Quantities, and Costs" below.

The amended Project Plan and Finance Plan is intended to be read in conjunction with the original 2006 Project Plan and Finance Plan and applicable subsequent agreements and ordinances. The proposed amendments are subject to consideration and approval by the TIRZ #2 Board and the Harlingen City Commission in accordance with applicable law.

Background

In June 2006, the City of Harlingen, Texas ("City"), by Ordinance No. 06-32, approved the creation of Tax Increment Financing Reinvestment Zone Number Two, City of Harlingen, Texas ("TIRZ #2"). TIRZ #2 was established to provide funds for the public infrastructure necessary to encourage and accelerate residential and commercial development in selected areas of the City. In July 2012, Cameron County ("County") agreed to participate in TIRZ #2 pursuant to an interlocal agreement (No. 2012C08262).

Table 1: Taxing Jurisdictions Participating in TIRZ #2

Entity	Years	% Contribution	Tax Rate
City of Harlingen	2006 to 2035	80%	M&O + I&S
Cameron County	2012 to 2027	100%	M&O + I&S + R&B

Source: TXP, Inc.

In July 2026, the County agreed to extend participation in TIRZ #2 through 2035 pursuant to an Addendum to the Interlocal Agreement (No. 2026C07399). Exhibit 1.

Table 2: Taxing Jurisdictions Participating in TIRZ #2 – Extension

Entity	Years	% Contribution	Tax Rate
City of Harlingen	2006 to 2035	80%	M&O + I&S
Cameron County	2012 to 2027	100%	M&O + I&S + R&B
Cameron County	2028 to 2035	50%	M&O

Source: TXP, Inc.

County Refund Condition. Under the Addendum, the extension of the County's participation in TIRZ #2 will automatically terminate, and the County's contributions made during the extension period (2028 through 2035) will be refunded to the County, if a private developer within TIRZ #2 fails to commence construction by December 31, 2029. County contributions made from 2012 through 2027 are not subject to refund. Table 6 shows the projected TIRZ #2 balance with and without the County's contributions after 2027.

Purpose of this Document

This document is designed to meet the legal requirements of amending the TIRZ #2 final project and finance plan. Texas Tax Code allows the governing body of the municipality or county that designated the TIRZ to amend the plan after notice and hearing in the manner provided for the designation of the zone. Any changes to this plan will need to be documented and approved by the TIRZ Board and Harlingen City Commission.

The major changes and updates to the 2006 project and finance plan include:

- Cameron County extends participation in the TIRZ through 2035
- Cameron County reduces its TIRZ contribution between 2028 and 2035
- The revenue forecast takes into account Project Organic
- Increase the total estimated project costs

Financial Forecast Assumptions

The following information and data will replace Table 2 - Annual Incremental Funds Provided for TIF No. 2 Years 2006-2035 on page 4 of the 2006 finance plan.

- **TIRZ Duration** – The TIRZ will have a 30-year lifespan (2006 to 2035)

- **TIRZ Allocation** – After 2027, Cameron County will reduce its contribution to 50.0 percent of just the maintenance and operations (M&O) tax rate. The City of Harlingen's tax rate contribution will remain at 80.0 percent.

- **Tax Rate** – While tax rates do change over time, the 2025 tax rates were held constant for the duration of the updated TIRZ.

- **Existing Properties** – The 2006 baseline property value of the TIRZ is $83,657,582.

- **Real Property** – Only taxable real property values are included in the tax increment calculations. By law, business personal property values are excluded from TIRZ.

- **Inflation & Appreciation Rate** – The inflation rate used for construction costs and the value of improvements is 3.0 percent per year.

- **Future Development Patterns** – To provide an order of magnitude estimate, the forecast is based on projects under construction or in the design phase (ex. Project Organic).

Financial Forecast Summary Results

The following tables depict the anticipated revenue. The TIRZ #2 account balance through FY 2025 is **$4,875,411**.

Table 3: Projected TIRZ #2 Revenue – City of Harlingen

Year	Fiscal Year	Taxable Value	Increment Value	Tax Rate per $100	TIRZ % Allocation	TIRZ Revenue
2026	2027	$166,644,791	$82,987,209	0.526060	80%	$349,250
2027	2028	$173,283,225	$89,625,643	0.526060	80%	$377,188
2028	2029	$215,755,835	$132,098,253	0.526060	80%	$555,933
2029	2030	$229,210,696	$145,553,114	0.526060	80%	$612,557
2030	2031	$257,031,644	$173,374,062	0.526060	80%	$729,641
2031	2032	$271,029,040	$187,371,458	0.526060	80%	$788,549
2032	2033	$288,086,709	$204,429,127	0.526060	80%	$860,336
2033	2034	$303,483,399	$219,825,817	0.526060	80%	$925,133
2034	2035	$312,758,583	$229,101,001	0.526060	80%	$964,167
2035	2036	$322,228,793	$238,571,211	0.526060	80%	$1,004,022
						$7,166,776

Source: TXP, Inc.

Table 4: Projected TIRZ #2 Revenue – Cameron County

Year	Fiscal Year	Taxable Value	Increment Value	TIRZ % Allocation	Tax Rate per $100	TIRZ Revenue
2026	2027	$166,644,791	$82,987,209	100%	0.424393	$352,192
2027	2028	$173,283,225	$89,625,643	100%	0.424393	$380,365
2028	2029	$215,755,835	$132,098,253	50%	0.337281	$222,771
2029	2030	$229,210,696	$145,553,114	50%	0.337281	$245,461
2030	2031	$257,031,644	$173,374,062	50%	0.337281	$292,379
2031	2032	$271,029,040	$187,371,458	50%	0.337281	$315,984
2032	2033	$288,086,709	$204,429,127	50%	0.337281	$344,750
2033	2034	$303,483,399	$219,825,817	50%	0.337281	$370,715
2034	2035	$312,758,583	$229,101,001	50%	0.337281	$386,357
2035	2036	$322,228,793	$238,571,211	50%	0.337281	$402,328
						$3,313,303

Source: TXP, Inc.

Table 5: Projected TIRZ #2 Revenue – Combined

Year	Existing Balance	Increment Value	City of Harlingen	Cameron County	Cumulative Balance
2025	$4,875,411	N.A.	N.A.	N.A.	$4,875,411
2026	N.A.	$82,987,209	$349,250	$352,192	$5,576,853
2027	N.A.	$89,625,643	$377,188	$380,365	$6,334,406
2028	N.A.	$132,098,253	$555,933	$222,771	$7,113,110
2029	N.A.	$145,553,114	$612,557	$245,461	$7,971,128
2030	N.A.	$173,374,062	$729,641	$292,379	$8,993,149
2031	N.A.	$187,371,458	$788,549	$315,984	$10,097,682
2032	N.A.	$204,429,127	$860,336	$344,750	$11,302,768
2033	N.A.	$219,825,817	$925,133	$370,715	$12,598,616
2034	N.A.	$229,101,001	$964,167	$386,357	$13,949,140
2035	N.A.	$238,571,211	$1,004,022	$402,328	$15,355,490

Source: TXP, Inc.

Table 6 shows the projected TIRZ #2 cumulative balance with and without Cameron County's contributions after 2027, reflecting the refund condition in the Addendum.

Table 6: Projected TIRZ #2 Cumulative Balance – With and Without Cameron County Contributions After 2027

Year	City of Harlingen	Cameron County (With)	Cumulative Balance (With County)	Cameron County (Without)	Cumulative Balance (Without County)
2025	N.A.	N.A.	$4,875,411	N.A.	$4,875,411
2026	$349,250	$352,192	$5,576,853	$352,192	$5,576,853
2027	$377,188	$380,365	$6,334,406	$380,365	$6,334,406
2028	$555,933	$222,771	$7,113,110	$0	$6,890,338
2029	$612,557	$245,461	$7,971,128	$0	$7,502,896
2030	$729,641	$292,379	$8,993,149	$0	$8,232,537
2031	$788,549	$315,984	$10,097,682	$0	$9,021,086
2032	$860,336	$344,750	$11,302,768	$0	$9,881,422
2033	$925,133	$370,715	$12,598,616	$0	$10,806,555
2034	$964,167	$386,357	$13,949,140	$0	$11,770,722
2035	$1,004,022	$402,328	$15,355,490	$0	$12,774,744
Total	**$7,166,776**	**$3,313,303**	**$15,355,490**	**$732,557**	**$12,774,744**

Source: TXP, Inc.

Bonded Indebtedness, Timing of Project Costs, and Economic Feasibility

Estimated Bonded Indebtedness – None. The City does not anticipate issuing bonds or other obligations to finance project costs under this amended plan. Project costs will be paid from the TIRZ #2 Tax Increment Fund as tax increment becomes available.

Estimated Timing of Project Costs – Project costs are expected to be incurred between 2027 and 2035, as development within Project Organic proceeds and tax increment becomes available.

Economic Feasibility – Based on the updated forecast prepared by TXP, Inc., the amended plan is economically feasible. TIRZ #2 is projected to accumulate approximately $15,355,490 through 2035, including the existing balance of $4,875,411 (Table 5). The estimated additional project costs of $15,836,882.06 include a 30 percent contingency of $3,654,665.09, which exceeds the projected difference of approximately $481,392 between estimated project costs and the projected balance. If the County's contributions after 2027 are refunded under the Addendum, the projected balance is approximately $12,774,744 (Table 6), and project costs would be reduced, phased, or deferred accordingly. Project costs will be paid only as tax increment becomes available.

Project Plan Amendment

Exhibit E on pages 7 and 8 of the Project Plan will be amended to include the following eligible costs.

Table 7: Estimated Storm Utility Improvements

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Earthwork - Detention Pond (Cut)	CY	104,253	$20.00	$2,085,060.00
2	Construction Staking	LS	1	$19,382.10	$19,382.10
3	Erosion Control	LS	1	$19,382.10	$19,382.10
4	24" Gasket Sealed RCP (Class III)	LF	699	$165.00	$115,335.00
5	30" Gasket Sealed RCP (Class III)	LF	1,006	$200.00	$201,200.00
6	36" Gasket Sealed RCP (Class III)	LF	990	$225.00	$222,750.00
7	48" Gasket Sealed RCP (Class III)	LF	622	$250.00	$155,500.00
8	60" Gasket Sealed RCP (Class III)	LF	1,686	$350.00	$590,100.00
9	Type A Inlet	EA	1	$4,000.00	$4,000.00
10	Type A MOD II Inlet	EA	5	$5,500.00	$27,500.00
11	Junction Box (6' X 6')	EA	2	$5,500.00	$11,000.00
12	Type F Inlet	EA	10	$5,500.00	$55,000.00
13	Grate Inlet	EA	1	$4,000.00	$4,000.00
14	Junction Box w/ Curb Opening	EA	3	$15,000.00	$45,000.00
15	Junction Box (8' X 8')	EA	1	$12,000.00	$12,000.00
16	12' X 12' Junction Box	EA	1	$182,000.00	$182,000.00
17	Type CC Inlet	EA	2	$4,000.00	$8,000.00
18	30" Sloped End Treatment	EA	2	$14,000.00	$28,000.00
19	48" Sloped End Treatment	EA	1	$16,000.00	$16,000.00
20	60" Sloped End Treatment	EA	1	$20,000.00	$20,000.00
21	Trench Protection RCP	LF	4932	$2.80	$14,008.40
22	Connect To Existing Storm System W/ Manhole	EA	2	$7,106.77	$14,213.54
Sub Total					**$3,861,681.14**
30% CONTINGENCY					$1,158,504.34
TOTAL					**$5,020,185.48**

Source: Halff

Table 8: General Utility Improvements

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	8" PVC C900 DR18 (including misc. fittings)	LF	4699	$50.00	$234,950.00
2	Connecting to Existing Water/Tapping Sleeve and Valve	EA	6	$5,479.00	$32,874.00
3	Fire Hydrants	EA	15	$6,000.00	$90,000.00
4	Water Service Lines	EA	14	$1,096.00	$15,344.00
5	8" PVC SDR-26 (including misc. fittings)	LF	2787	$41.09	$114,517.83
6	Connecting to Existing Sewer Line	EA	4	$5,479.00	$21,916.00
7	Sewer Service Lines	EA	11	$685.00	$7,535.00
8	Conflict Manhole	EA	2	$9,000.00	$18,000.00
9	48" Fiberglass Manhole	EA	15	$6,000.00	$90,000.00
Sub Total					**$625,136.83**
30% CONTINGENCY					$187,541.05
TOTAL					**$812,677.88**

Source: Halff

Table 9: Roadway Improvements

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Demolition/ Site Preparation	LS	1	$29,044.00	$29,044.00
2	Curb and Gutter	LF	8106	$34.50	$279,657.00
3	Earthwork- Site Fill	CY	80659	$10.00	$806,590.00
4	HMAC	SY	9290	$45.20	$419,908.00
5	Flexible Base	SY	9290	$16.45	$152,820.50
6	Lime Treated Subgrade	SY	9290	$20.55	$190,909.50
7	5' Sidewalk	SY	4066	$45.00	$182,970.00
8	Conc. Driveway	SY	543	$60.00	$32,580.00
Sub Total					**$2,094,479.00**
30% CONTINGENCY					$628,343.70
TOTAL					**$2,722,822.70**

Source: Halff

Table 10: Landscape Improvements

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	10ft Wide Decomposed Granite Trail	LS	1	$868,250.00	$868,250.00
2	Detention Park & Lighting	LS	1	$2,944,096.00	$2,944,096.00
3	Public Play Park Enhancements	LS	1	$936,758.00	$936,758.00
4	Public Lighting				$500,000
Sub Total					**$5,249,104.00**
30% CONTINGENCY					$1,574,731.20
TOTAL					**$6,823,835.20**

Source: Halff

Table 11: Common Parking Improvements

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	HMAC	SY	4280	$45.20	$193,456.00
2	Flexible Base	SY	4280	$16.45	$70,406.00
3	Lime Treated Subgrade	SY	4280	$20.55	$87,954.00
Sub Total					**$351,816.00**
30% CONTINGENCY					$105,544.80
TOTAL					**$457,360.80**

Source: Halff

Flexibility in Project Scope, Quantities, and Costs

The public infrastructure improvements, quantities, and cost estimates identified in Tables 7 through 11 of this Plan, and in Exhibit 3, are good-faith estimates prepared by Halff based on information available as of the date of this Plan. Actual quantities, unit costs, and the specific items of public infrastructure ultimately constructed may vary as final engineering, design, permitting, bidding, and construction proceed.

Accordingly, within each category of project costs listed in this Plan (Storm Utility Improvements, General Utility Improvements, Roadway Improvements, Landscape Improvements, including Public Lighting and Public Play Area enhancements, and Common Parking Improvements), the quantities, unit costs, and total costs of the individual improvements identified in this Plan may vary without further amendment of this Plan, provided that the improvement: (i) is within a category of project costs listed in this Plan; (ii) constitutes a "project cost" under Chapter 311 of the Texas Tax Code and is public infrastructure located within, or necessary to serve, the Zone; and (iii) does not cause the total estimated project costs stated in this Plan to be exceeded.

This section does not affect the requirement that any extension of the term of the Zone, or any other amendment outside the scope described above, be undertaken in accordance with Chapter 311 of the Texas Tax Code.

List of Exhibits:

Exhibit 1 – Addendum to the Interlocal Agreement (No. 2026C07399)
Exhibit 2 – Project Organic Location Map
Exhibit 3 – Additional Eligible Public Infrastructure Improvements

Exhibit 1

ADDENDUM TO INTERLOCAL AGREEMENT
TAX INCREMENT REINVESTMENT ZONE #2

This Addendum to the interlocal agreement (this "Addendum") is entered into between the CITY OF HARLINGEN, TEXAS, ("CITY"), a municipal corporation and home-rule city in the State of Texas principally situated in Cameron County, acting by and through its governing body, the Elective Commission of the City of Harlingen, Texas (City Commission) and on behalf of the TAX INCREMENT REINVESTMENT ZONE #2, CITY OF HARLINGEN, TEXAS, a separate reinvestment zone created by the CITY pursuant to Chapter 311 of the Texas Tax Code ("ZONE"), and Cameron County, a political subdivision of the State of Texas ("COUNTY"). Collectively, the City, County, and Zone may be referred to as the "PARTIES".

WHEREAS, the Parties entered into an Interlocal Agreement dated July 19, 2012, establishing the Parties' respective obligations with regard to the Tax Increment Reinvestment Zone #2 ("TIRZ #2"); and

WHEREAS, the Interlocal Agreement provides that the Parties may amend the Interlocal Agreement by written instrument duly approved and executed by each party; and,

WHEREAS, the Parties desire to amend the Interlocal Agreement to extend the term of COUNTY's participation in TIRZ#2 and reduce COUNTY's contribution during the term;

NOW, THEREFORE, the Parties do hereby agree as follows (except as otherwise expressly defined herein, all defined terms used in this Addendum shall have the same meaning as ascribed to such terms in the Agreement):

1. **EXTENSION:** Parties agree to extend TIRZ #2 from December 31, 2027, to December 31, 2035, *on the condition that* COUNTY contributions for this extension of its Tax Increment Fund are fifty percent (50%) of COUNTY's respective Maintenance and Operations portion of the Tax rate, not including the Road & Bridge or, Interest and Sinking portions of the tax rate, each year during the term of this Agreement.

2. **TERMINATION:** Notwithstanding anything in the Agreement and this Addendum, the extension will automatically terminate, and COUNTY's contributions will be refunded, should a private developer within TIRZ #2 fail to commence construction by December 31, 2029. "Commence construction" is defined as tangible and physical alterations to the land or structure, such as excavation and foundation work, and not mere site clearing nor preliminary planning.

Full Force and Effect. Any and all of the terms and provisions of the Agreement shall, except as expressly amended and modified hereby, remain in full force and effect.

This Addendum is subject to the approval of an appropriate ordinance, resolution, or order of the City Commission and the Cameron County Commissioner's Court in accordance with Texas Tax Code, section 311.007.

IN WITNESS HEREOF, the CITY OF HARLINGEN and CAMERON COUNTY have made and executed this Agreement in triplicate originals on this 28th Day July, 2026

City of Harlingen, Texas

By: _____
Norma Sepulveda, Mayor

Attest:

By: _____
Mayra Herrera, City Secretary

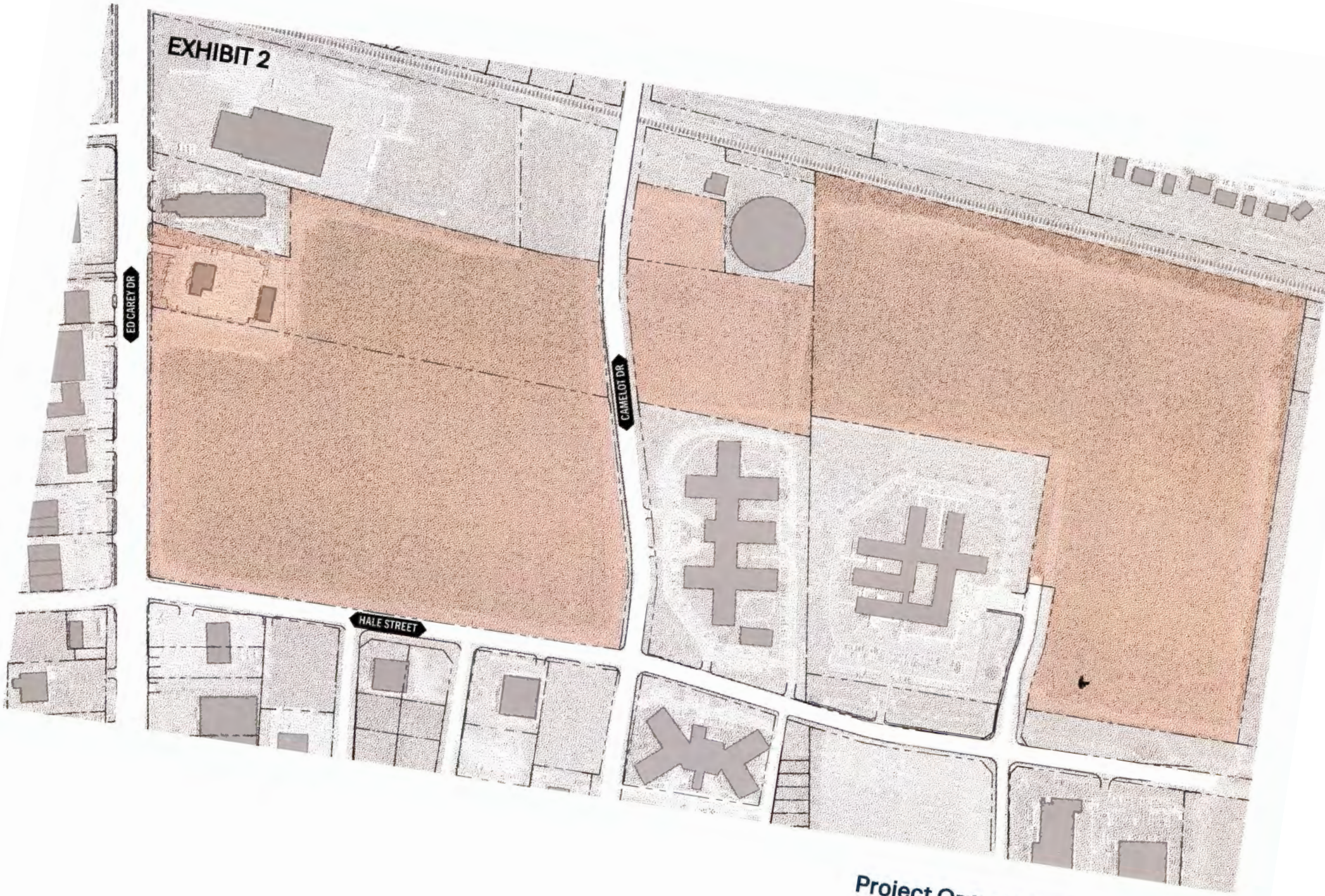
Cameron County

By: _____
Eddie Treviño, Jr., County Judge

Attest:

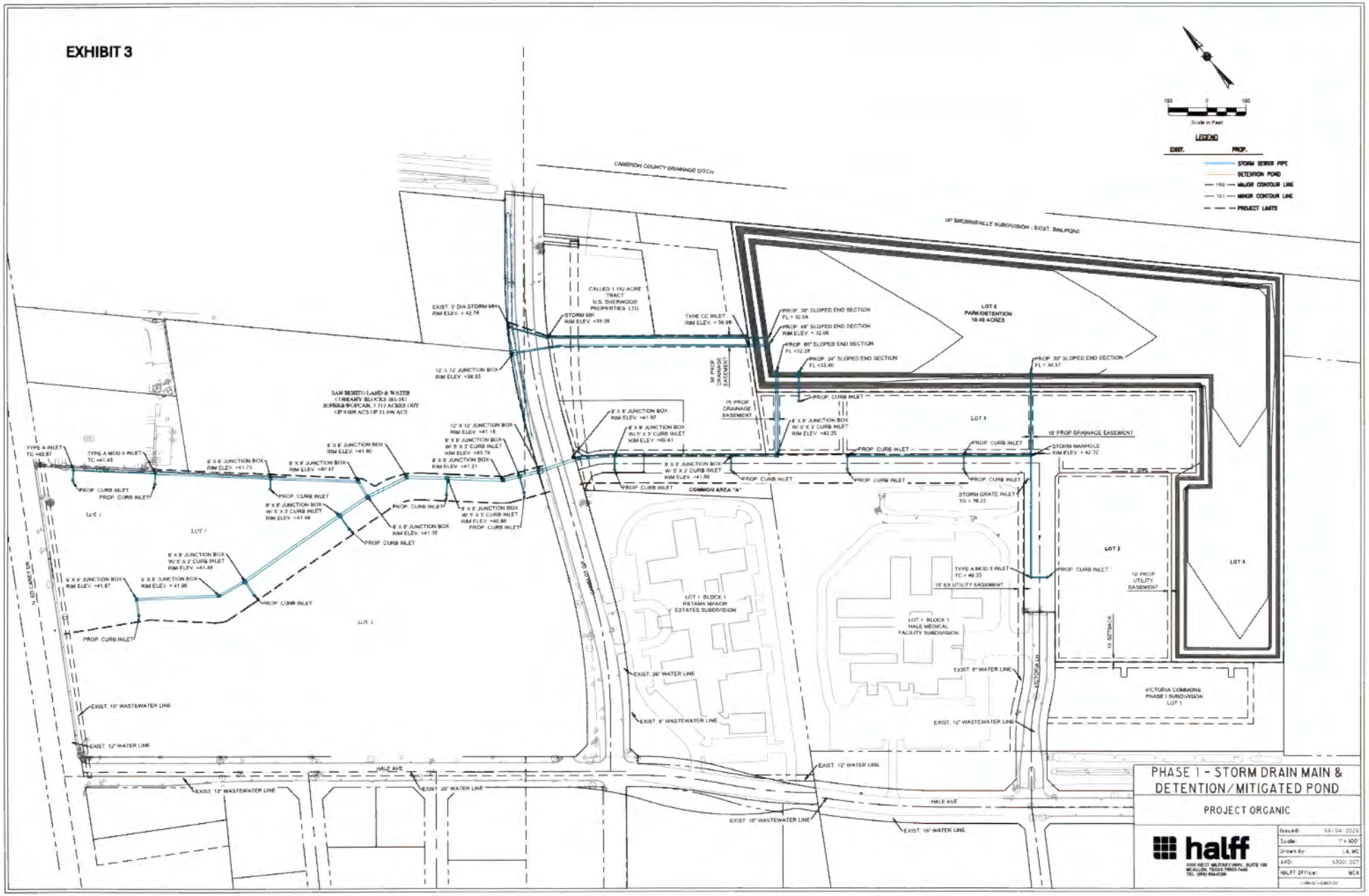
By: _____
Sylvia Garza-Perez, County Clerk

COMMISSIONER'S COURT CAMERON COUNTY, TEXAS



Project Organic Area Map

EXHIBIT 3



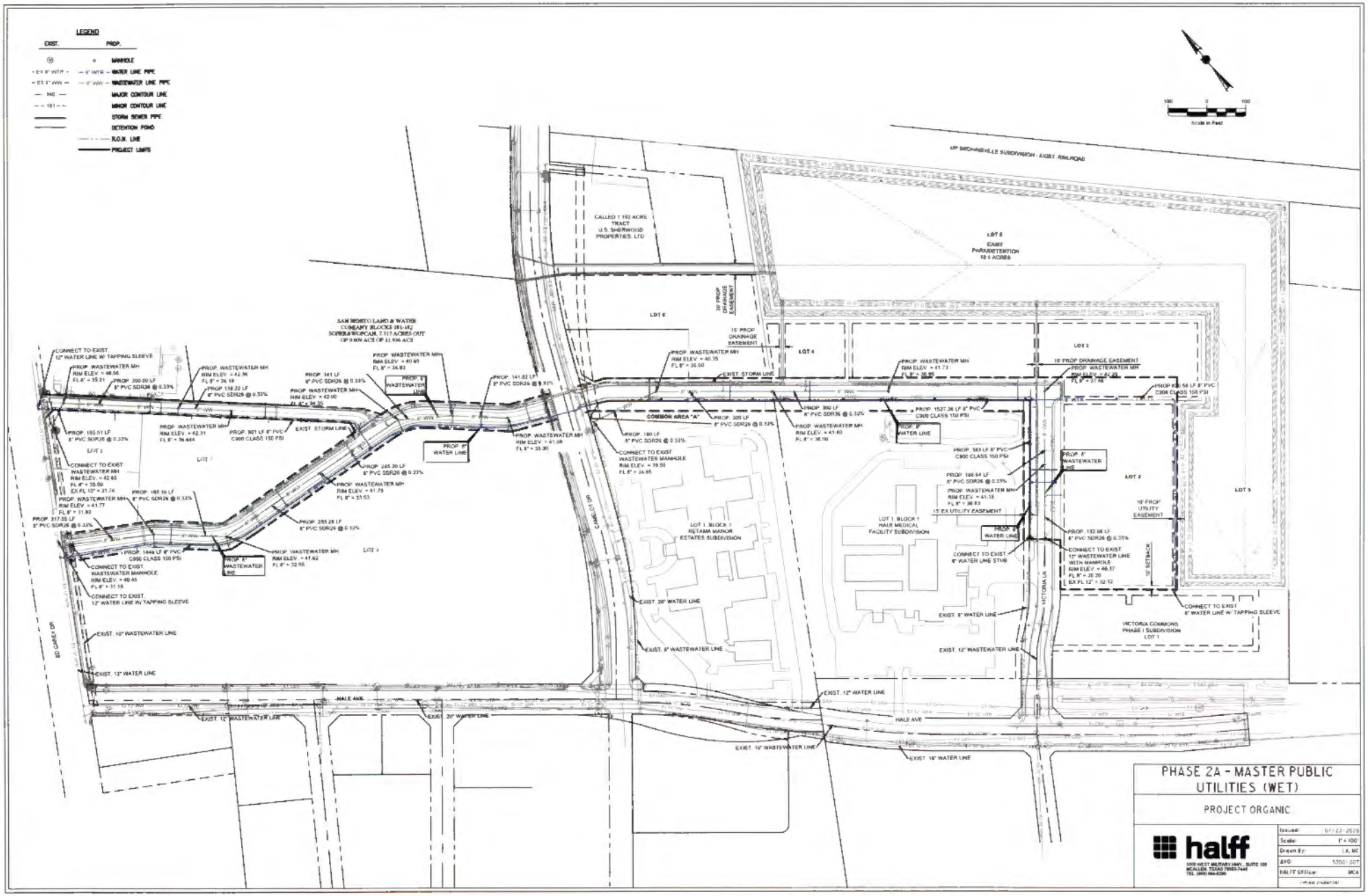
PHASE 1 - STORM DRAIN MAIN & DETENTION/MITIGATED POND

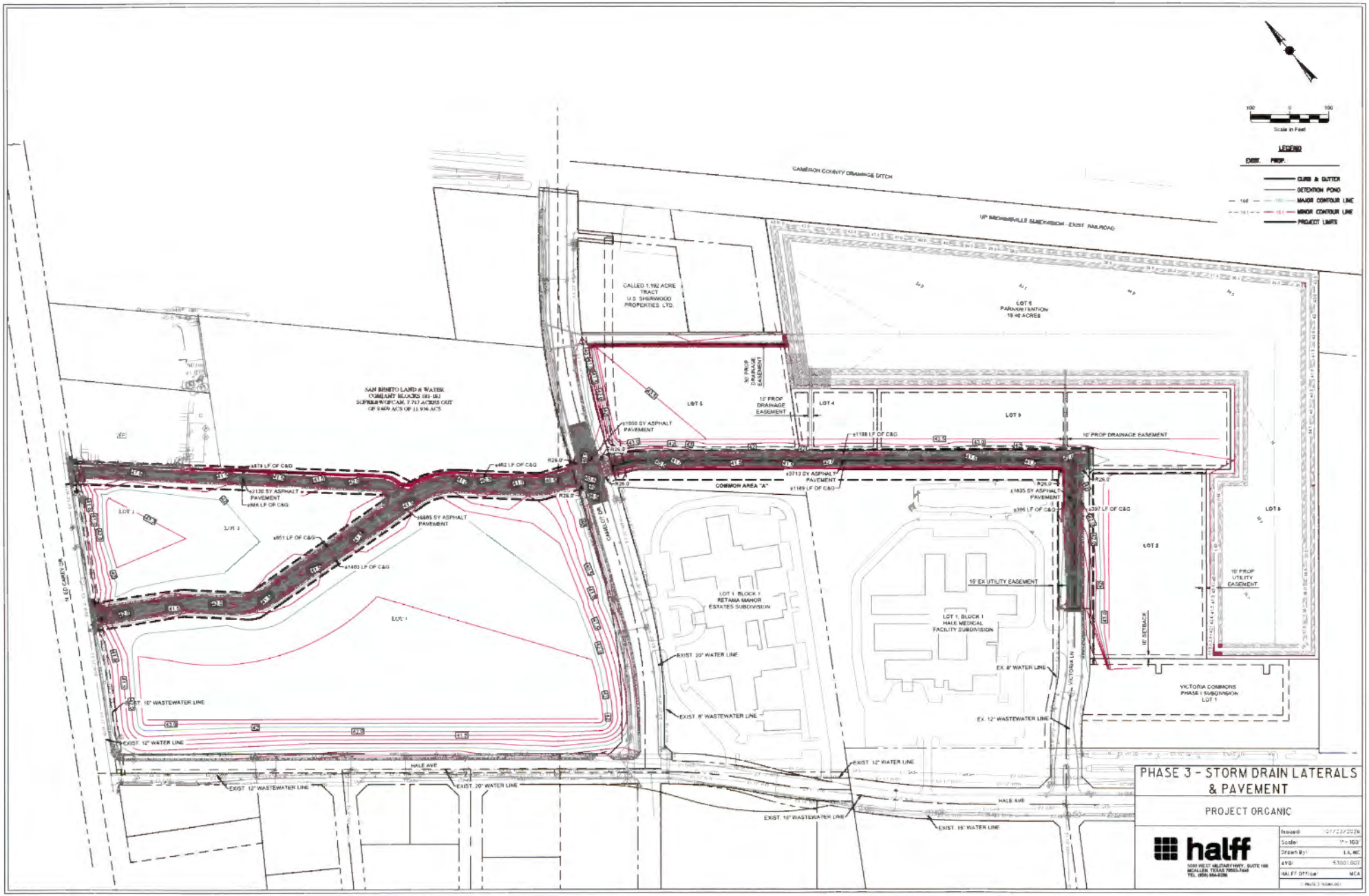
PROJECT ORGANIC

halff

1000 WEST MILITARY HWY., SUITE 100
MCALLEN, TEXAS 78503-7448
TEL. (956) 994-0286

Issued:	08/04/2026
Scale:	1" = 100'
Drawn by:	LA, MC
AKD:	53001.007
HALFF Office:	MCA


LEGEND
EXIST.
PROP.
MANHOLE
8" WTR
WATER LINE PIPE
8" WW
WASTEWATER LINE PIPE
MAJOR CONTOUR LINE
MINOR CONTOUR LINE
STORM SEWER PIPE
DETENTION POND
R.O.W. LINE
PROJECT LIMITS
Scale in Feet
CALLED 1.192 ACRE TRACT U.S. SHERWOOD PROPERTIES, LTD
LOT 6 EXIST PARK/DETENTION 18.6 ACRES
LOT 5
LOT 4
LOT 3
LOT 2
LOT 1
LOT 1, BLOCK 1 HALE MEDICAL FACILITY SUBDIVISION
LOT 1, BLOCK 1 RETAMA MANOR ESTATES SUBDIVISION
VICTORIA COMMONS PHASE I SUBDIVISION LOT 1
SAN BENITO LAND & WATER COMPANY BLOCKS 181-182 SCRIBNER/MCCALM, 7.717 ACRES OUT OF 9.609 ACS OF 31.936 ACS
COMMON AREA "A"
15' PROP DRAINAGE EASEMENT
30' PROP DRAINAGE EASEMENT
10' PROP DRAINAGE EASEMENT
10' PROP UTILITY EASEMENT
15' EX UTILITY EASEMENT
30' SETBACK
CONNECT TO EXIST 12" WATER LINE W/ TAPPING SLEEVE
PROP. WASTEWATER MH RIM ELEV. = 48.58 FL 8" = 35.21
PROP. 300.00 LF 8" PVC SDR26 @ 0.33%
PROP. WASTEWATER MH RIM ELEV. = 42.56 FL 8" = 36.19
PROP. 138.22 LF 8" PVC SDR26 @ 0.33%
PROP. WASTEWATER MH RIM ELEV. = 42.00 FL 8" = 34.95
PROP. 141.52 LF 8" PVC SDR26 @ 0.33%
PROP. WASTEWATER MH RIM ELEV. = 40.69 FL 8" = 34.83
PROP. 155.51 LF 8" PVC SDR26 @ 0.33%
PROP. WASTEWATER MH RIM ELEV. = 42.31 FL 8" = 34.944
PROP. 801 LF 8" PVC C900 CLASS 150 PSI
EXIST. STORM LINE
PROP. 8" WASTEWATER LINE
PROP. WASTEWATER MH RIM ELEV. = 41.08 FL 8" = 35.90
CONNECT TO EXIST WASTEWATER MH RIM ELEV. = 42.65 FL 8" = 35.00 EX FL 10" = 31.74
PROP. 168.19 LF 8" PVC SDR26 @ 0.33%
PROP. WASTEWATER MH RIM ELEV. = 41.77 FL 8" = 31.82
PROP. 217.55 LF 8" PVC SDR26 @ 0.33%
PROP. 245.20 LF 8" PVC SDR26 @ 0.33%
PROP. WASTEWATER MH RIM ELEV. = 41.79 FL 8" = 33.53
PROP. 233.29 LF 8" PVC SDR26 @ 0.33%
PROP. 1446 LF 8" PVC C900 CLASS 150 PSI
PROP. WASTEWATER MH RIM ELEV. = 41.62 FL 8" = 32.55
CONNECT TO EXIST WASTEWATER MANHOLE RIM ELEV. = 40.45 FL 8" = 31.16
CONNECT TO EXIST. 12" WATER LINE W/ TAPPING SLEEVE
EXIST. 10" WASTEWATER LINE
EXIST. 12" WATER LINE
EXIST. 12" WASTEWATER LINE
EXIST. 20" WATER LINE
EXIST. 8" WASTEWATER LINE
EXIST. 10" WASTEWATER LINE
EXIST. 18" WATER LINE
EXIST. 8" WATER LINE
EXIST. 12" WASTEWATER LINE
PROP. WASTEWATER MH RIM ELEV. = 40.35 FL 8" = 35.00
PROP. 300 LF 8" PVC SDR26 @ 0.33%
PROP. WASTEWATER MH RIM ELEV. = 41.40 FL 8" = 36.00
PROP. 180 LF 8" PVC SDR26 @ 0.33%
CONNECT TO EXIST WASTEWATER MANHOLE RIM ELEV. = 39.50 FL 8" = 34.65
PROP. WASTEWATER MH RIM ELEV. = 41.73 FL 8" = 36.90
PROP. 1527.36 LF 8" PVC C900 CLASS 150 PSI
PROP. 8" WATER LINE
PROP. 383 LF 8" PVC C900 CLASS 150 PSI
PROP. 8" WASTEWATER LINE
PROP. 166.64 LF 8" PVC SDR26 @ 0.33%
PROP. WASTEWATER MH RIM ELEV. = 41.15 FL 8" = 36.83
PROP. 8" WATER LINE
PROP. 192.66 LF 8" PVC SDR26 @ 0.33%
CONNECT TO EXIST 12" WASTEWATER LINE WITH MANHOLE RIM ELEV. = 46.37 FL 8" = 38.20 EX FL 12" = 32.12
CONNECT TO EXIST 8" WATER LINE W/ TAPPING SLEEVE
CONNECT TO EXIST 8" WATER LINE STUB
PROP. 8" WATER LINE
CAMELOT DR
VICTORIA LN
HALE AVE
PHASE 2A - MASTER PUBLIC UTILITIES (WET)
PROJECT ORGANIC
halff
Issued: 07/23/2020
Scale: 1" = 100'
Drawn By: I.A. MC
AVO: 53001.007
HALFF Office: MCA

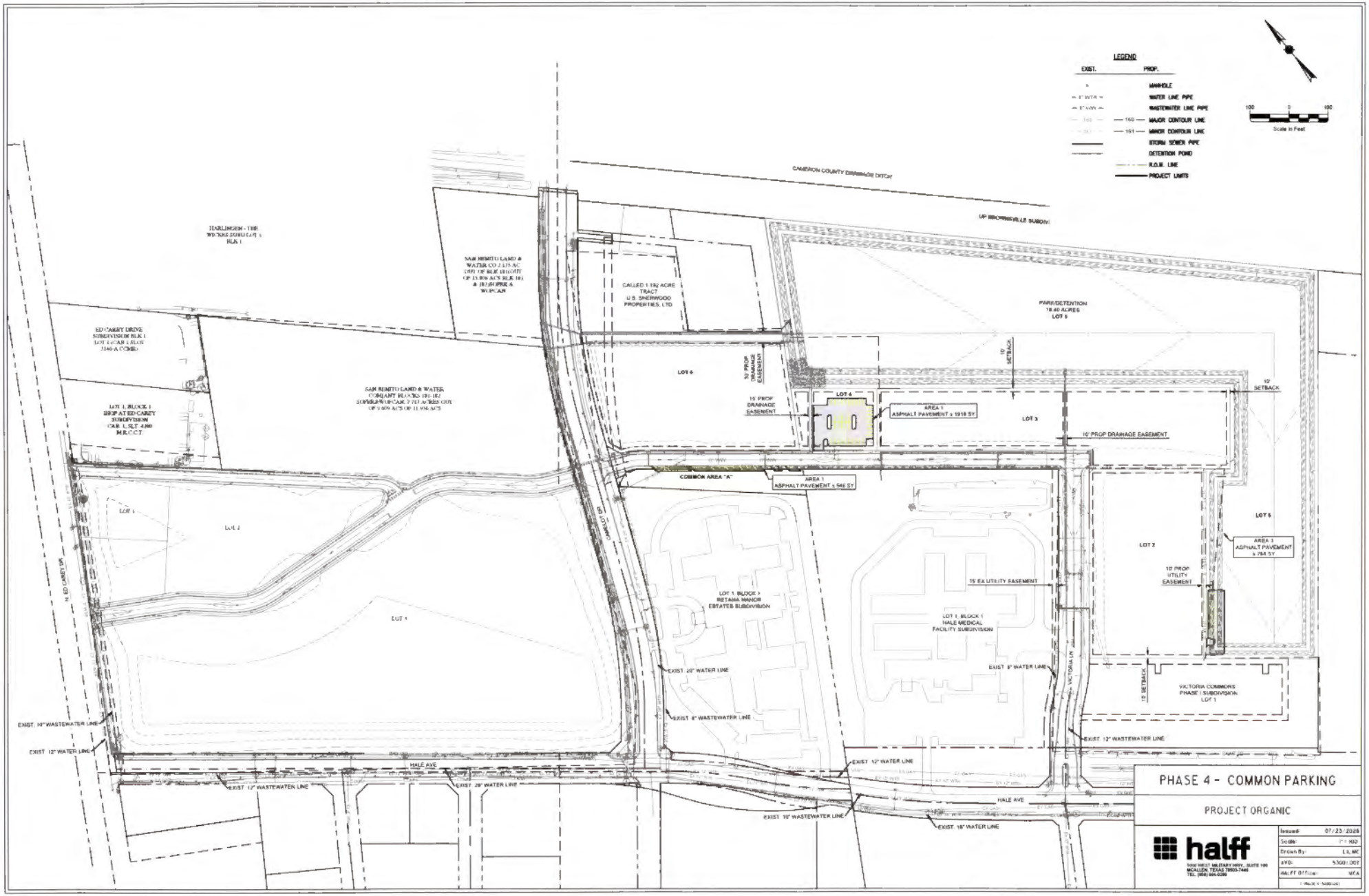


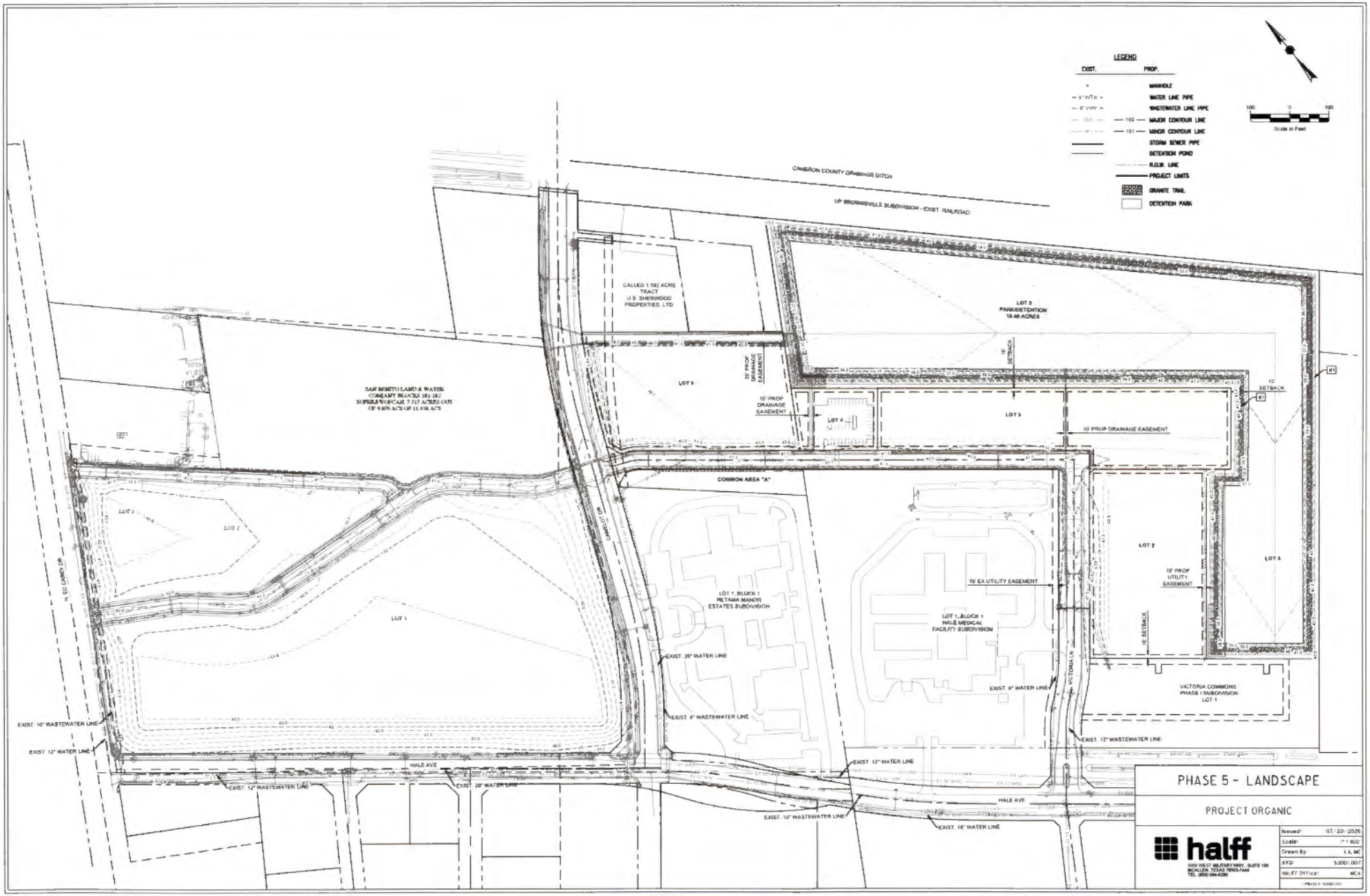
PHASE 3 - STORM DRAIN LATERALS & PAVEMENT

PROJECT ORGANIC

halff
5000 WEST MILITARY HWY., SUITE 100
MCALLEN, TEXAS 78503-7440
TEL (956) 664-0286

Issued	10/23/2026
Scale	1" = 100'
Drawn By	LA, MC
HYDI	53001.007
HALFF Official	MCA


LEGEND
EXIST.
PROP.
MANHOLE
WATER LINE PIPE
WASTEWATER LINE PIPE
MAJOR CONTOUR LINE
MINOR CONTOUR LINE
STORM SEWER PIPE
DETENTION POND
R.O.W. LINE
PROJECT LIMITS
100 0 100
Scale in Feet
CAMERON COUNTY DRAINAGE DITCH
UP BROWNSVILLE SUBDIV
HARLINGEN - THE WORKS SUBD LOT 1 BLK 1
SAN BENITO LAND & WATER CO 2.15 AC OUT OF BLK 181 OUT OF 13.806 ACS BLK 181 & 18.86 SPRR & W.B.C.A.N
CALLED 1.182 ACRE TRACT U.S. SNERWOOD PROPERTIES, LTD
PARK/DETENTION 18.40 ACRES LOT 5
ED CAREY DRIVE SUBDIVISION BLK 1 LOT 1 CAB 1 SLOT 3146-A CCMR)
LOT 1, BLOCK 1 PROPATED CAREY SUBDIVISION CAB. L SLT. 4360 M.R.C.C.T.
SAN BENITO LAND & WATER COMPANY BLOCKS 181-182 SUBDIVISION VOL.CAM. 7 PET ACRES OUT OF 3.909 A/CS OF 11.956 A/CS
LOT 4
50' PROP DRAINAGE EASEMENT
15' PROP DRAINAGE EASEMENT
10' SETBACK
LOT 6
AREA 1 ASPHALT PAVEMENT ± 1918 SY
LOT 3
10' SETBACK
10' PROP DRAINAGE EASEMENT
COMMON AREA "A"
AREA 1 ASPHALT PAVEMENT ± 546 SY
LOT 1
LOT 2
LOT 5
AREA 3 ASPHALT PAVEMENT ± 764 SY
10' PROP UTILITY EASEMENT
15' EX UTILITY EASEMENT
LOT 1, BLOCK 1 RETAMA MANOR ESTATES SUBDIVISION
LOT 1, BLOCK 1 HALE MEDICAL FACILITY SUBDIVISION
VICTORIA LN
15' SETBACK
VICTORIA COMMONS PHASE I SUBDIVISION LOT 1
N. ED CAREY DR
EXIST. 10" WASTEWATER LINE
EXIST. 12" WATER LINE
EXIST. 10" WATER LINE
EXIST. 8" WASTEWATER LINE
EXIST. 8" WATER LINE
EXIST. 12" WASTEWATER LINE
EXIST. 12" WATER LINE
HALE AVE
EXIST. 12" WASTEWATER LINE
EXIST. 20" WATER LINE
EXIST. 10" WASTEWATER LINE
EXIST. 16" WATER LINE
PHASE 4 - COMMON PARKING
PROJECT ORGANIC
halff
Issued: 07/23/2026
Scale: 1" = 100'
Drawn By: LS, MC
AFD: 53001.001
HALFF Office: MCA



PHASE 5 - LANDSCAPE

PROJECT ORGANIC

halff
1000 WEST MILITARY HWY., SUITE 100
MCALLEN, TEXAS 78503-7440
TEL. (956) 664-0230

Issued:	01/20/2026
Scale:	1" = 100'
Drawn By:	E.A., MC
AYD:	53001.007
HALFF Office:	MCA

9e

CITY OF HARLINGEN
AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: October 7, 2026

Agenda Item:

Public hearing on an ordinance amending Chapter 109 (Subdivisions), Article VI, Section 109-163 of the Code of Ordinances of the City of Harlingen, Texas, to authorize a cash escrow deposited with the City as a form of financial guarantee of performance for required public improvements, and to conform Article VI to Section 109-91(a)(2)b; providing for repeal of conflicting ordinances, severability, publication, and an effective date.

Prepared By (Print Name): Beverly Loftus
Title: Chief Operating Officer
Signature: Beverly Jean Loftus

Brief Summary:

Texas Local Government Code Section 212.002 requires the City Commission to hold a public hearing before adopting rules governing plats and subdivisions. This hearing gives the public an opportunity to comment on a proposed amendment to Chapter 109 (Subdivisions) of the Code of Ordinances.

Section 109-163(b), adopted by Ordinance No. 2022-52 on December 21, 2022, currently allows a financial guarantee of performance for required public improvements only in the form of an irrevocable letter of credit or a surety bond. On August 6, 2025, Ordinance No. 2025-43 amended Section 109-91(a)(2)b to allow a plat to be recorded once the City accepts an appropriate financial guarantee, naming bonds, escrows, and letters of credit as examples. Article VI was never conformed to that amendment and does not expressly authorize a cash escrow.

The proposed ordinance adds a cash escrow deposited with the City as a third authorized form of guarantee. The escrow agreement must be approved by the City Commission and approved as to form by the City Attorney; the funds must be held in a segregated account under the City's exclusive control, with the City as sole beneficiary; and the escrow must be fully funded before the plat is recorded. Disbursements may be made only for the secured improvements, on pay requests approved by the City Engineer and the remaining balance must always equal at least the cost to complete plus 30%. If the improvements are not completed on time or the depositor defaults, the City may use the funds to complete the work without further consent.

Funding (if applicable):

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

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

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

Staff Recommendation:

Staff recommends approval.

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

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

ORDINANCE NO. 2026-____

AN ORDINANCE OF THE CITY OF HARLINGEN, TEXAS, AMENDING CHAPTER 109 (SUBDIVISIONS), ARTICLE VI, SECTION 109-163 OF THE CODE OF ORDINANCES TO AUTHORIZE A CASH ESCROW DEPOSITED WITH THE CITY AS A FORM OF FINANCIAL GUARANTEE OF PERFORMANCE FOR REQUIRED PUBLIC IMPROVEMENTS; CONFORMING ARTICLE VI TO SECTION 109-91(a)(2)b; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, PUBLICATION, AND AN EFFECTIVE DATE.

WHEREAS, Texas Local Government Code Section 212.002 authorizes the City Commission, after a public hearing, to adopt rules governing plats and subdivisions of land within the City's jurisdiction; and

WHEREAS, by Ordinance No. 2022-52, adopted December 21, 2022, the City Commission adopted Article VI of Chapter 109, and Section 109-163(b) of that Article authorizes a financial guarantee of performance only in the form of an irrevocable letter of credit or a surety bond; and

WHEREAS, by Ordinance No. 2025-43, adopted August 6, 2025, the City Commission amended Section 109-91(a)(2)b to provide that a plat may be recorded upon submission and acceptance by the City of an appropriate financial guarantee of performance, identifying bonds, escrows, and letters of credit as examples; and

WHEREAS, Article VI was not conformed to Ordinance No. 2025-43 and does not expressly authorize a cash escrow; and

WHEREAS, cash deposited with and controlled by the City provides security at least as liquid and certain as a letter of credit or surety bond, without the cost of a third-party instrument; and

WHEREAS, the City Commission held a public hearing on this ordinance on [_____], 2026, and finds that this ordinance promotes the health, safety, and general welfare of the City and the safe, orderly, and healthful development of the City;

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

SECTION 1. Findings. The recitals above are true and correct and are incorporated into this ordinance as findings of the City Commission.

SECTION 2. Amendment. Section 109-163(b) of the Code of Ordinances of the City of Harlingen, Texas, is amended to read as follows, and a new subsection (b-1) is added immediately after it:

(b) The financial guarantee of performance shall be in one of the following forms:

(1) an irrevocable letter of credit [existing requirements];

(2) a surety bond [existing requirements]; or

(3) a cash escrow deposited with the City and held under a written escrow agreement that meets the requirements of subsection (b-1).

(b-1) A cash escrow under subsection (b)(3) shall meet the following requirements:

(1) The escrow agreement shall be approved by the City Commission and approved as to form by the City Attorney.

(2) The escrow shall be held in a segregated account under the exclusive control of the City, and the City shall be its sole beneficiary.

(3) The escrow shall be funded in the amount required by Section 109-164(a) before the plat is recorded.

(4) Funds may be disbursed only for the cost of the secured public improvements and only upon pay applications approved by the City Engineer, in coordination with the Harlingen Waterworks System for water and sewer improvements. After each disbursement, the undisbursed balance shall equal or exceed the estimated cost to complete the remaining improvements plus thirty percent (30%) of that cost.

(5) The escrow shall remain in place until the City accepts the improvements under this chapter. Any balance remaining after acceptance, less any amount the escrow agreement requires to be retained through the warranty period, shall be released to the depositor.

(6) If the improvements are not completed within the time required by Section 109-164(c), or the depositor otherwise defaults under the escrow agreement, the City may apply the escrowed funds to complete the improvements without further consent of the depositor.

SECTION 3. Repealer. All ordinances and parts of ordinances in conflict with this ordinance are repealed to the extent of the conflict only.

SECTION 4. Severability. If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications that can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable.

SECTION 5. Publication. [The City Secretary shall publish this ordinance, or its caption, as required by the City Charter and state law.]

SECTION 6. Effective Date. This ordinance takes effect [immediately upon its adoption on second reading and publication as required by law].

READ, CONSIDERED, AND PASSED on first reading on [_____], 2026.

READ, CONSIDERED, PASSED, APPROVED, AND ADOPTED on second reading on [_____], 2026.

CITY OF HARLINGEN, TEXAS

_____
[_____], Mayor

ATTEST:

_____
[_____], City Secretary

APPROVED AS TO FORM:

_____
Mark E. Sossi, City Attorney

AGENDA ITEM
EXECUTIVE SUMMARY

102

Meeting Date: **October 7, 2026**

Agenda Item:

Consideration and possible action to approve an Ordinance on First Reading for a request to release from the City of Harlingen Extraterritorial Jurisdiction (ETJ), consisting of the South 5.00 acres comprised of two tracts, Tract 1 being 3.51 acre tract of land out of the South 5.00 acres out of Block 8, S.A. Thompson Subdivision; and Tract 2 being 1.49 acre tract of land out of the South 5.00 acres out of Block 8, S.A. Thompson Subdivision, located on the west side of Thompson Road approximately 2,408 feet north of Ryan Road. Applicants: Todd Waller and Amanda Lopez. Attachment ***(Planning & Development)***

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

Brief Summary:

Project Timeline

- August 20, 2026 – Application for the release from the ETJ submitted to the City. Application deemed incomplete pending submittal of survey and metes and bounds description. **(ATTACHMENT I and II).**
- August 24, 2026- Survey and metes and bounds description submitted. Application deemed complete.
- October 7, 2026 – Public hearing and consideration of requested release from the ETJ via 1st ordinance reading scheduled before the City Commission.
- October 21, 2026 – Pending approval of 1st ordinance reading, consideration of approval of 2nd ordinance reading scheduled before the City Commission.

Summary

- Pursuant to Section 42.101-105, of the Texas Local Government Code, a resident of an area in a municipality's extraterritorial jurisdiction may file a petition with the municipality in accordance with this subchapter for the area to be released from the extraterritorial jurisdiction. The owner or owners of the majority in value of an area consisting of one or more parcels of land in a municipality's extraterritorial jurisdiction may file a petition with the municipality in accordance with this subchapter for the area to be released from the extraterritorial jurisdiction.

- Todd Waller and Amanda Lopez, the property owners are requesting for the subject properties to be removed from the City Extraterritorial Jurisdiction (ETJ).

- There is an existing residential structure on Tract 1 and Tract 2 is currently vacant. Both tracts are located within the City 3.5 mile ETJ. The two tracts have a combined frontage of 267.43 feet on Thompson Road a depth of 814.70 feet at its longest point. The developer is proposing to subdivide the property through the Cameron County Subdivision process. **(ATTACHMENT II-VI)**

- The release from the City's ETJ will require one public hearing and two ordinance readings of the ordinance. The abovementioned timeline delineates the release for the ETJ process.

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: GG ☑ Yes ☐ No ☐ N/A

Comments:

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

ORDINANCE NO. 26_____

AN ORDINANCE OF THE CITY OF HARLINGEN PROVIDING FOR THE RELEASE OF CERTAIN REAL PROPERTY FROM THE CITY OF HARLINGEN EXTRATERRITORIAL JURSIDICTION (ETJ) CONSISTING OF TWO TRACTS, TRACT 1 BEING 3.51 ACRE TRACT OF LAND OUT OF THE SOUTH 5.00 ACRES OUT OF BLOCK 8, S.A. THOMPSON SUBDIVISION; AND TRACT 2 BEING 1.49 ACRE TRACT OF LAND OUT OF THE SOUTH 5.00 ACRES OUT OF BLOCK 8, S.A. THOMPSON SUBDIVISION, LOCATED ON THE WEST SIDE OF THOMPSON ROAD APPROXIMATELY 2.408 FEET NORTH OF RYAN ROAD; PROVIDING FOR PUBLICATION AND ORDAINING OTHER MATTERS RELATED TO THE FOREGOING

WHEREAS pursuant to Texas Senate Bill 2028 passed by the Texas State Legislature in the 88th Legislative Session, Texas Local Government Code Chapter 42 allows for the release of an area from the City's extraterritorial jurisdiction ("ETJ") by petition of landowners or by election; and

WHEREAS pursuant to Texas Local Government Code Section 42.102, a resident of an area or the owners of the majority in value of an area in the City's ETJ may file a petition with the City Secretary for the area to be released from the ETJ; and

WHEREAS a request has been submitted for the release of certain real property from the City's Extraterritorial Jurisdiction ("ETJ"); and

WHEREAS, the City Commission has reviewed the request and finds that releasing the property from the ETJ is permitted by law and is in the best interest of the City;

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

SECTION 1. The real properties described in Exhibits "A," and "B" attached hereto and incorporated herein, is hereby released and removed from the City of Harlingen's Extraterritorial Jurisdiction.

SECTION 2. The City Commission finds that:

1. All applicable statutory requirements for the ETJ release have been satisfied; and

2. The release of the properties from the ETJ will not adversely affect the public health, safety, or welfare of the City.

SECTION 3. This Ordinance shall take effect immediately upon its adoption, unless otherwise provided by law.

SECTION 4. The City Secretary is hereby directed to file a certified copy of this Ordinance and the legal description of the property in the official public records of Cameron County and to update the City's ETJ boundary records accordingly.

APPROVED ON FIRST READING on this ___ day of _____, 2026.

APPROVED, PASSED AND ADOPTED ON SECOND AND FINAL READING on this ___ day of _____, 2026.

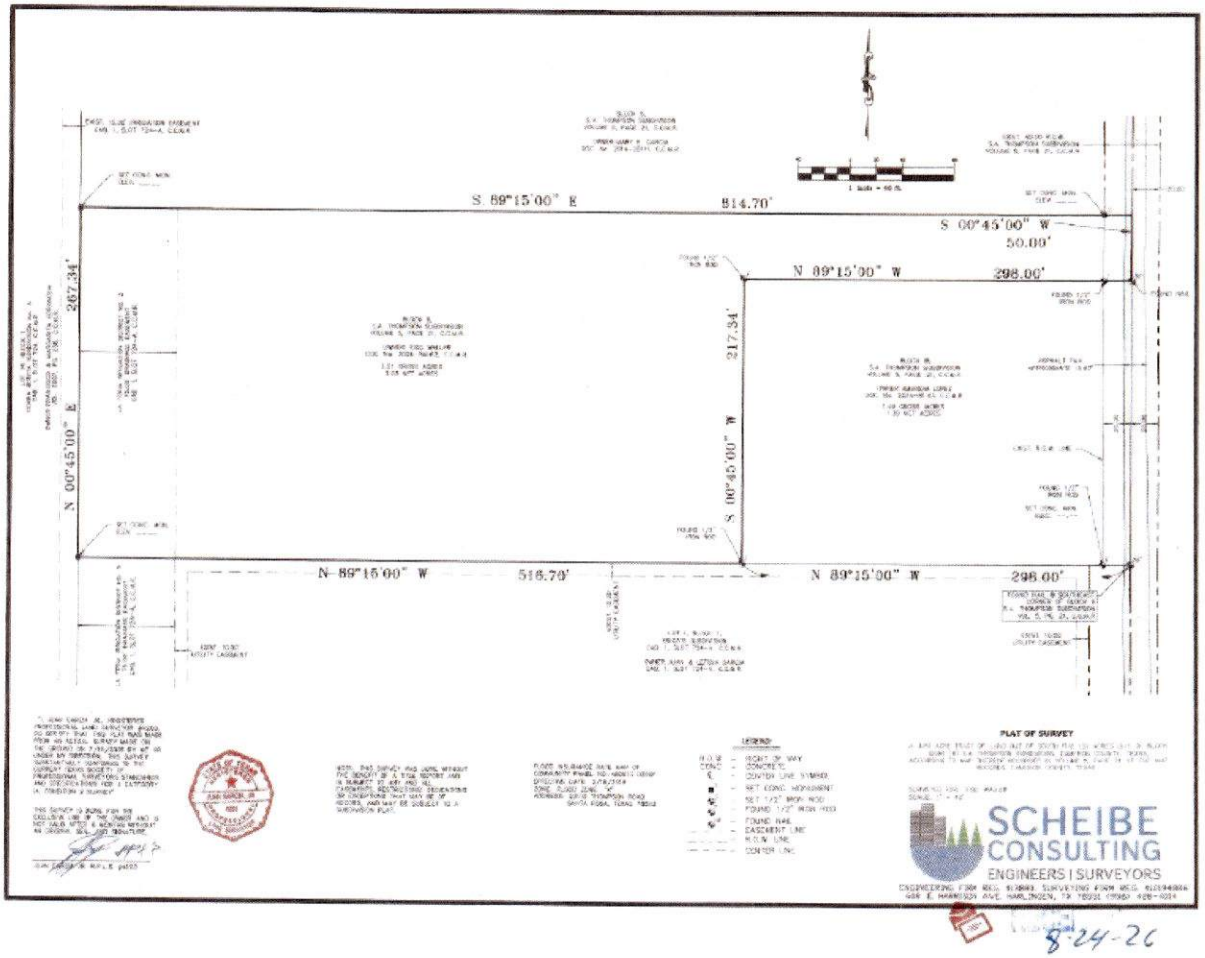
CITY OF HARLINGEN

_____
Norma Sepulveda, Mayor

ATTEST:

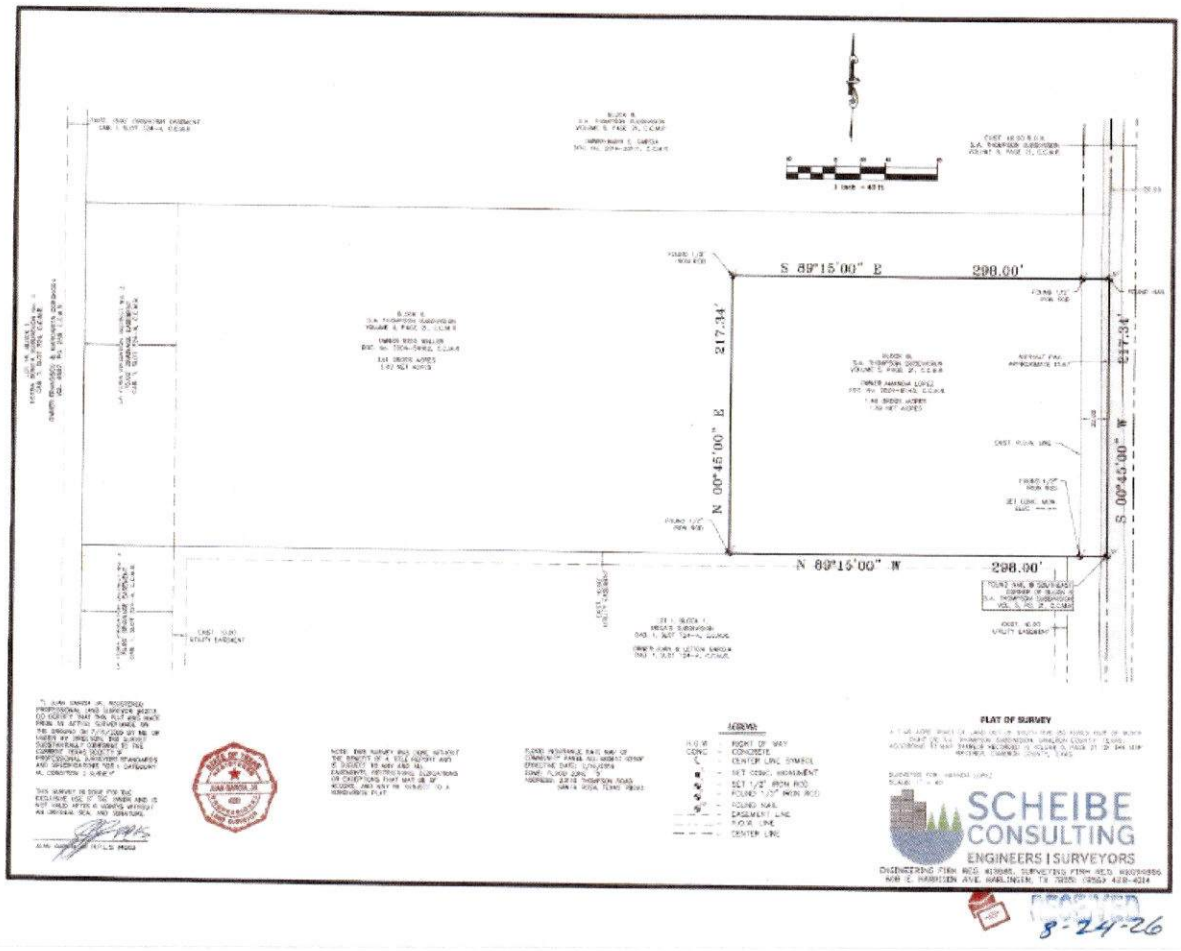
_____
Mayra Herrera City Secretary

EXHIBIT "A"



8-24-26

EXHIBIT "B"


S 89°15'00" E
298.00'
217.34'
N 00°45'00" E
N 89°15'00" W
298.00'
S 00°45'00" W
217.34'
FLAT OF SURVEY
SCHEIBE
CONSULTING
ENGINEERS | SURVEYORS
8-24-26

Attachment I

August 20 2026

City of Harlingen
Gabriel Gonzalez, City Manager
118 E. Tyler Ave.
Harlingen, Texas, 78550
tel. 956-216-5002
ggonzalez@harlingentx.gov

Subject: Release of Area by Petition of Landowner from Extraterritorial Jurisdiction
[Local Government Code Section I Chapter 42]

Property: SEE ATTACHED DEED

Dear Mr. Gonzalez,

Whereas, as required by §42.103, I am enclosing the deed to our property, of the South 5.00 acres of Block 8, S.A. Thompson Subdivision showing metes and bounds as requited by statute. I have also enclosed a map of the area for your reference.

Therefore, in accordance with §42.104, we respectfully request the immediate release of our land from your extraterritorial jurisdiction.

Thank you.

Sincerely,

Todd Waller & Amanda Lopez

Todd Waller

Amanda Lopez

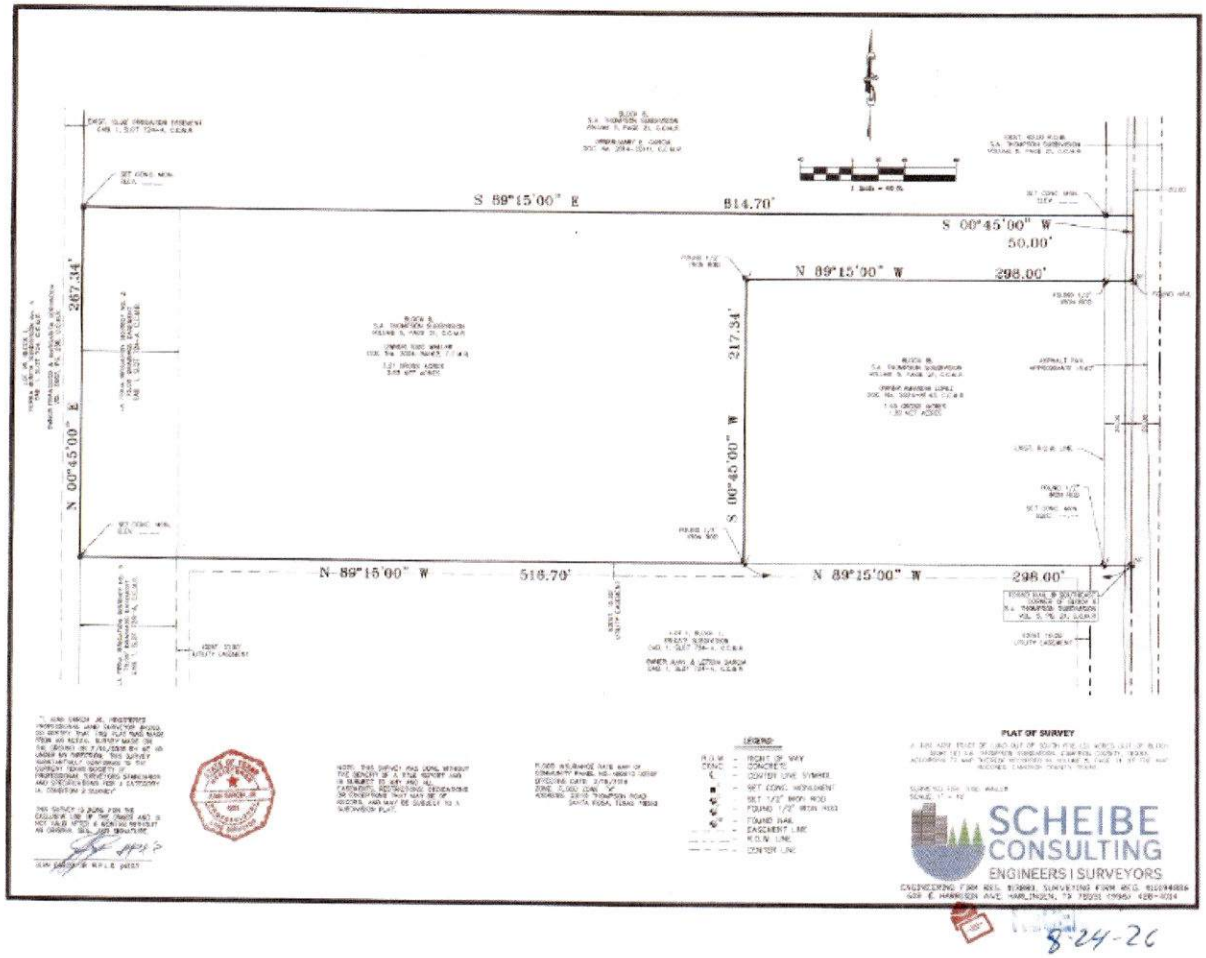
SUBSCRIBED AND SWORE BEFORE
ME ON THIS 20 DAY OF August

Signature of Notary
My Commission Expires: 4-8-2028

KIMBERLEY O. HEDEGARD
Notary Public State of Texas
Comm Expires 04-08-2028
Notary ID 128931922

cc: Lalaniz@scheibeconsulting.com

Attachment II



SCHEIBE CONSULTING LLC

Tract 1

July 15, 2026

Metes and bounds description of a 3.51 acre tract of land out of the south 5.00 acres out of Block 8, S. A. Thompson Subdivision, Cameron County, Texas, according to the map or plat thereof recorded in Volume 5, Page 21 of the Map Records of Cameron County, Texas and said 13.51 acre tract being more particularly located and described as follows:

Beginning at a nail found on the south boundary line of Block 8, which bears North 89 degrees 15 minutes 00 seconds West, a distance of 298.00 feet from the southeast corner of said Block 8, and being the southeast corner of the tract herein described;

Thence, along the south boundary line of said Block 8, North 89 degrees 15 minutes 00 seconds West, a distance of 516.70 feet to a concrete monument, for the southwest corner of this tract;

Thence, North 00 degrees 45 minutes 00 seconds East, a distance of 267.34 feet to a concrete monument, for the northwest corner of this tract;

Thence, South 89 degrees 15 minutes 00 seconds East, at 774.70 feet concrete monument on the west right-of-way line of Thompson Road, and at a total distance of 814.70 feet to point on the east boundary line of said Block 8, and the centerline of Thompson Road, for the northeast corner of this tract;

Thence, along the centerline of Thompson Road and the east boundary line of said Block 8, South 00 degrees 45 minutes 00 seconds West, a distance of 50.00 feet to nail found, for a corner of this tract;

Thence, North 89 degrees 15 minutes 00 seconds West, a distance of 298.00 feet to a ½ iron pin found, for a corner of this tract;

Thence, South 00 degrees 45 minutes 00 seconds West, a distance of 217.34 feet to the place of beginning, containing 3.51 acres of land more or less, inclusive of any and all easements, restrictions, exceptions or dedications that may be of record.

Juan Garcia, Jr., R. P. L. S.

Reg. No. 4203

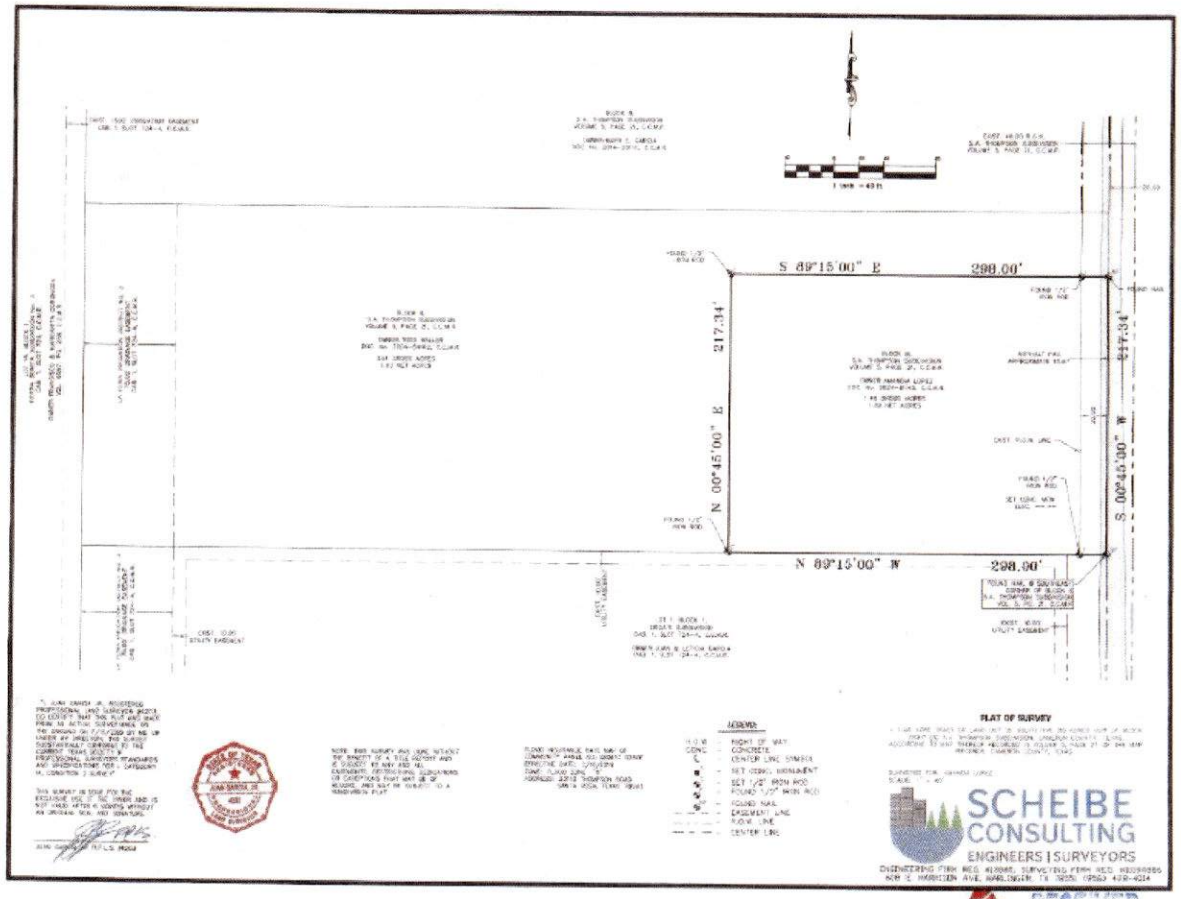
STATE OF TEXAS
REGISTERED
JUAN GARCIA, JR.
4203
PROFESSIONAL
LAND SURVEYOR

Scheibe Consulting, LLC 608 E. Harrison Ave., Harlingen, TX 78550 956-428-4014 / 956-423-1702

24-044

RECEIVED
8-24-26

Attachment III



SCHEIBE CONSULTING LLC

Tract 2

July 15, 2026

Metes and bounds description of a 1.49 acre tract of land out of the south 5.00 acres out of Block 8, S. A. Thompson Subdivision, Cameron County, Texas, according to the map or plat thereof recorded in Volume 5, Page 21 of the Map Records of Cameron County, Texas and said 1.49 acre tract being more particularly located and described as follows:

Beginning at a nail found on the centerline of Thompson Road, said nail being the southeast corner of said Block 8, and being the southeast corner of the tract herein described;

Thence, leaving the centerline of Thompson Road, North 89 degrees 15 minutes 00 seconds West, at 20.00 feet a ½" iron pin found on the original west right-of-way line of Thompson Road and at a total distance of 298.00 feet to a ½" iron pin found, for the southwest corner of this tract;

Thence, North 00 degrees 45 minutes 00 seconds East, a distance of 217.34 feet to a ½" iron pin found, for the northwest corner of this tract;

Thence, South 89 degrees 15 minutes 00 seconds East, at 278.00 feet a ½" iron pin found on the original west right-of-way line of Thompson Road, and at a total distance of 298.00 feet to a nail found on the east boundary line of said Block 8, same being on the centerline of Thompson Road, for the northeast corner of this tract;

Thence, along the centerline of Thompson Road and the east boundary line of said Block 8, South 00 degrees 45 minutes 00 seconds West, a distance of 217.34 feet to the place of beginning, containing 1.49 acres of land more or less, inclusive of any and all easements, restrictions, exceptions or dedications that may be of record.

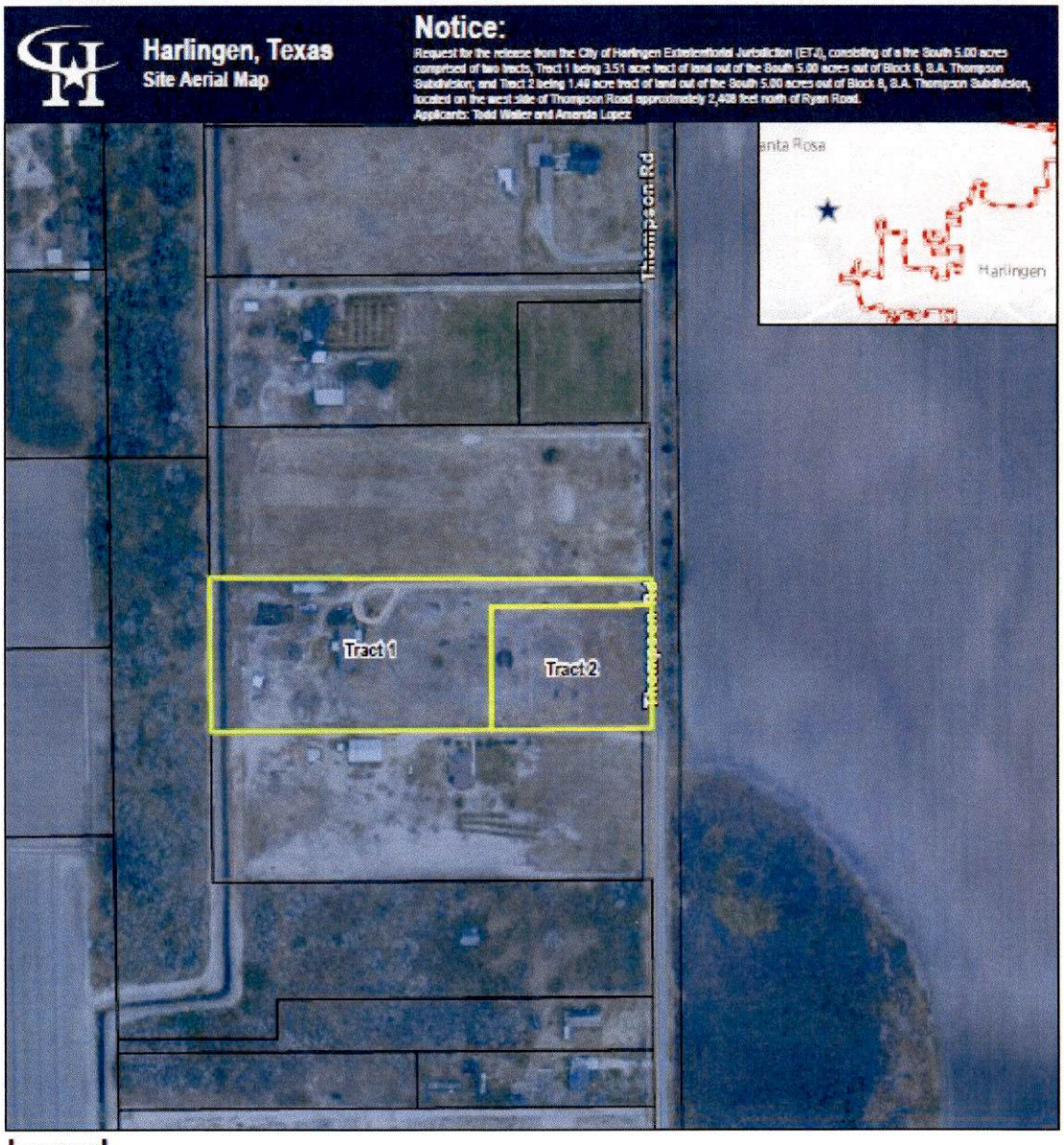
Juan Garcia, Jr., R. P. L. S.

Reg. No. 4203

STATE OF TEXAS
REGISTERED
JUAN GARCIA, JR.
4203
PROFESSIONAL
LAND SURVEYOR

8-24-26

Attachment IV

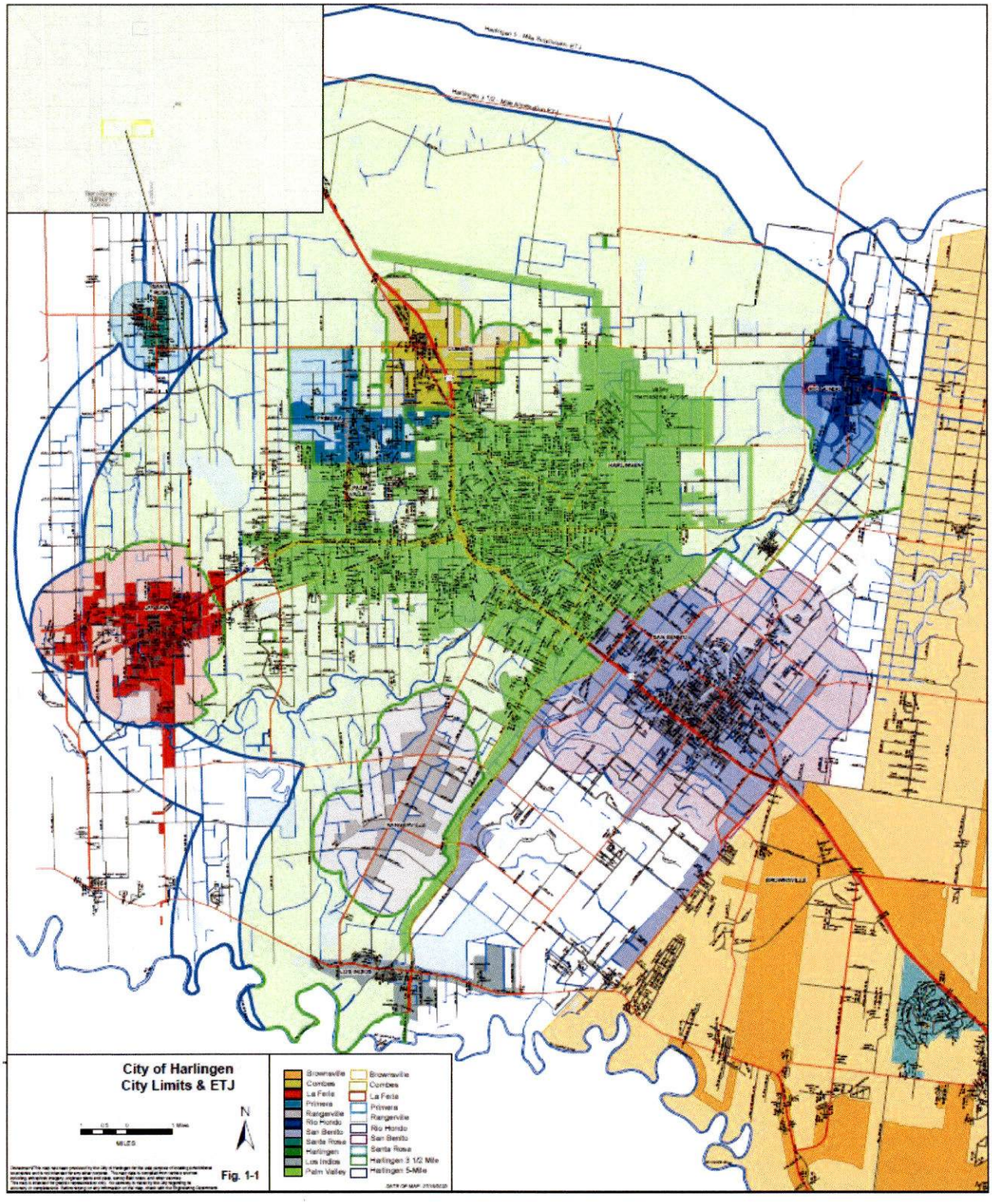


Attachment IV

View from the east on Thompson Road



Attachment VI



AGENDA ITEM
EXECUTIVE SUMMARY

16b

Meeting Date: **October 7, 2026**

Agenda Item:

Consideration and possible action to approve an Ordinance on First Reading for a request to rezone from General Retail ("GR") District to Planned Development ("PD") District to allow for a Residential, Single-Family development with smaller lot sizes, for a 37.803-acres out of Lots 1, 2, 7, and 8, Block 145, San Benito Land and Water Company Subdivision in Concepcion de Carricitos Grant, located on the north side of East Treasure Hills Boulevard, approximately 872.41 feet west of FM 509. Applicant: Melden & Hunt, Inc. c/o Noblemen Investments, LLC. Attachment ***(Planning & Development)***

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

Brief Summary:

Project Timeline

- August 27, 2026 – Application for a rezoning submitted to the City. **(ATTACHMENT I)**
- September 4, 2026 - In accordance with State and local law, notice of required public hearings mailed to all property owners within 200 feet of subject tract.
- September 5, 2026 – In accordance with State and local law, notice of required public hearings published in the Valley Morning Star and mailed to all property owners within 200 feet of subject tract.
- September 17, 2026- Drainage report approved by the Engineering Department.
- September 22, 2026- Public hearing and consideration of requested rezoning by the Planning and Zoning Commission (P&Z).
- October 7, 2026– Public hearing and consideration of requested rezoning via 1st ordinance reading scheduled before the City Commission.
- October 21, 2026 – Pending approval of 1st ordinance reading, consideration of approval of 2nd ordinance reading scheduled before the City Commission.

Summary

- Melden & Hunt, Inc., on behalf of Noblemen Investments, LLC, is requesting to rezone the subject property from General Retail ("GR") District to Planned Development ("PD") District to allow for a single-family residential development with smaller lot sizes. **(ATTACHMENT III).**

- The properties are currently vacant and unsubdivided. The developer is proposing to subdivide the property into a 151-lot subdivision under the name Paso Real Coves Subdivision, Phases IV and V. The proposed phases are a continuation of a total residential development consisting of five (5) phases. **(ATTACHMENT III)**. The property has approximately 1,230 feet of frontage along East Treasure Hills Boulevard and extends approximately 1,320 feet at its longest point. **(ATTACHMENT III).**

- The development will consist of 151 single-family residential lots served by 32-foot-wide paved public streets with curb and gutter and a 50-foot right-of-way. Of the 151 proposed lots, 46 lots are smaller than the standard 6,000-square-foot minimum lot area. Approximately 94 lots have an average lot size of 6,241 square feet while 57

lots have an average lot size of 9,372 square feet. **The overall proposed average lot size is approximately 7,423 square foot.** The subdivision also includes four proposed common areas. All lots will front an interior public street. The proposed setbacks will include a 20-foot front setback, 5-foot side setbacks, a 10-foot side setback for corner lots, and a 10-foot rear setback.**(ATTACHMENT III).**

- The surrounding properties are zoned Residential, Single-Family ("R-1") District to the north and west, Not Designated ("N") District to the east, and Planned Development ("PD") District to the south. Surrounding development includes single-family residential subdivisions to the west and south, the Treasure Hills Golf Course to the north, and vacant land to the east. **(ATTACHMENTS IV & VI)**.

- The Planned Development request was reviewed by the Engineering Department, the Fire Marshal's Office (Fire Department), and the Building Inspections Division. If the rezoning is approved, the Building Inspections Division will require construction plans prepared in accordance with the 2024 IBC (International Building Code) Family of Codes once home construction begins. The Fire Marshal's Office recommend approval with comments related to fire-hydrant coverage and street connectivity. The Engineering Department recommend approval of the requested zoning. **(ATTACHMENT VII - IX).**

- The Future Land Use Component of the Harlingen-Horizon: A City on the Rise Comprehensive Plan designates this area as Lower Density Residential. The proposed development is consistent with the Future Land Use Plan and is generally compatible with the existing development pattern in the surrounding area. **(ATTACHMENT X).**

- To the present, the Planning and Development Department has not received any calls from surrounding property owners in opposition to the requested rezoning.

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 of the rezoning request subject to the following conditions:

1. Compliance with all applicable building codes and regulations;
2. Compliance with drainage requirements and all applicable requirements from the Engineering Department; and
3. Compliance with the requirements administered by the Planning Division, Building Inspections Division, Engineering Department, and Fire Prevention Bureau.

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

Comments:

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

ORDINANCE NO. 2026 - _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF HARLINGEN: REZONING FROM GENERAL RETAIL ("GR") DISTRICT TO PLANNED DEVELOPMENT ("PD") DISTRICT TO ALLOW FOR A RESIDENTIAL, SINGLE-FAMILY DEVELOPMENT WITH SMALLER LOT SIZES, FOR 37.803-ACRES OUT OF LOTS 1, 2, 7, AND 8, BLOCK 145, SAN BENITO LAND AND WATER COMPANY SUBDIVISION IN CONCEPCION DE CARRICITOS GRANT, LOCATED ON THE NORTH SIDE OF EAST TREASURE HILLS BOULEVARD, APPROXIMATELY 872.41 FEET WEST OF FM 509; PROVIDING FOR PUBLICATION AND ORDAINING OTHER MATTERS RELATED TO THE FOREGOING

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

BE IT ORDAINED BY THE CITY OF HARLINGEN

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

> Rezoning from General Retail ("GR") District to Planned Development ("PD") District to allow for a Residential, Single-Family development with smaller lot sizes, for 37.803-acres out of Lots 1, 2, 7, and 8, Block 145, San Benito Land and Water Company Subdivision in Concepcion de Carricitos Grant,

located on the north side of East Treasure Hills Boulevard, approximately 872.41 feet west of FM 509 as shown on Exhibit "A" and "B".

The provisions prohibiting the violation of the Code of Ordinances shall continue in full force and effect and apply to this ordinance.

The provisions amendment is made contingent upon construction being complied in accordance with the site plan, a true and correct copy of which is attached hereto and incorporated herein by reference as Exhibit "A" and "B" and shall comply with the conditions listed below:

1. Compliance with all applicable building codes and regulations;
2. Compliance with drainage requirements and all applicable requirements from the Engineering Department; and
3. Compliance with the requirements administered by the Planning, Building Inspections, Engineering, and Fire Prevention Departments.

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

FINALLY ENACTED this _____ day of _____, 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, CHAPTER 551.

CITY OF HARLINGEN

_____
Norma Sepulveda, Mayor

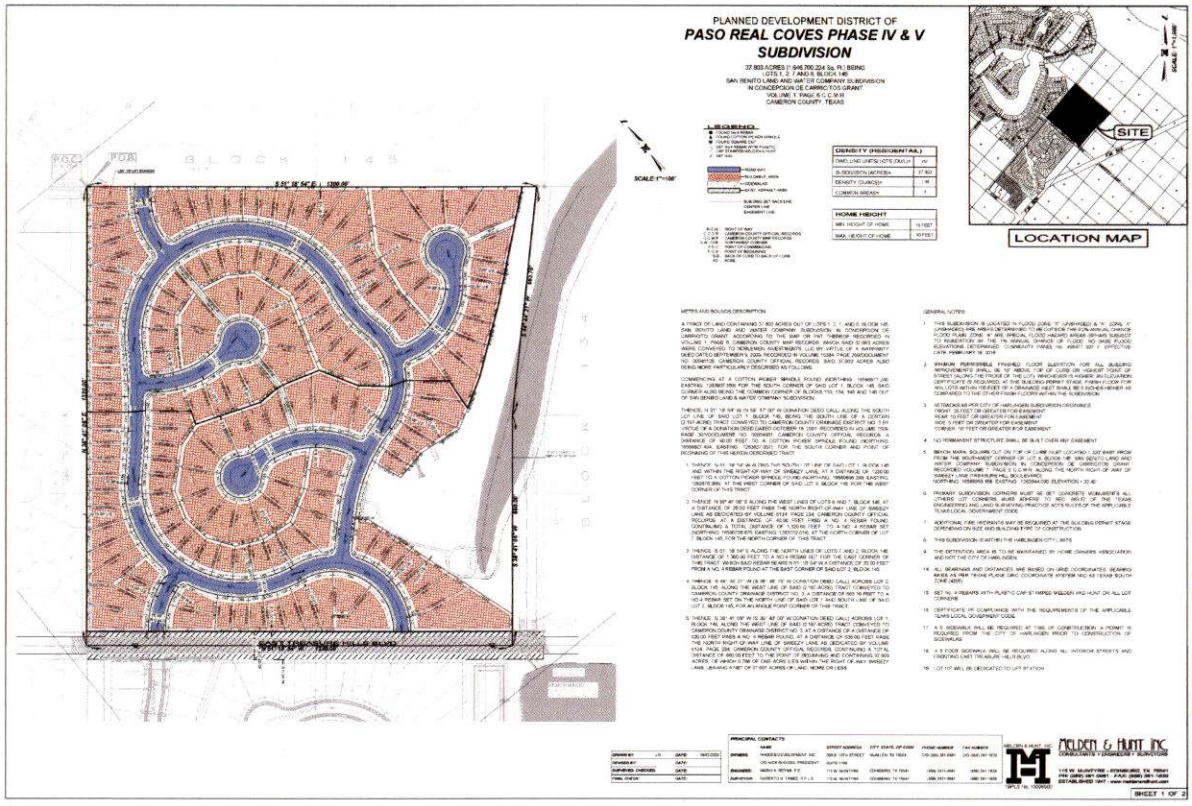
ATTEST:

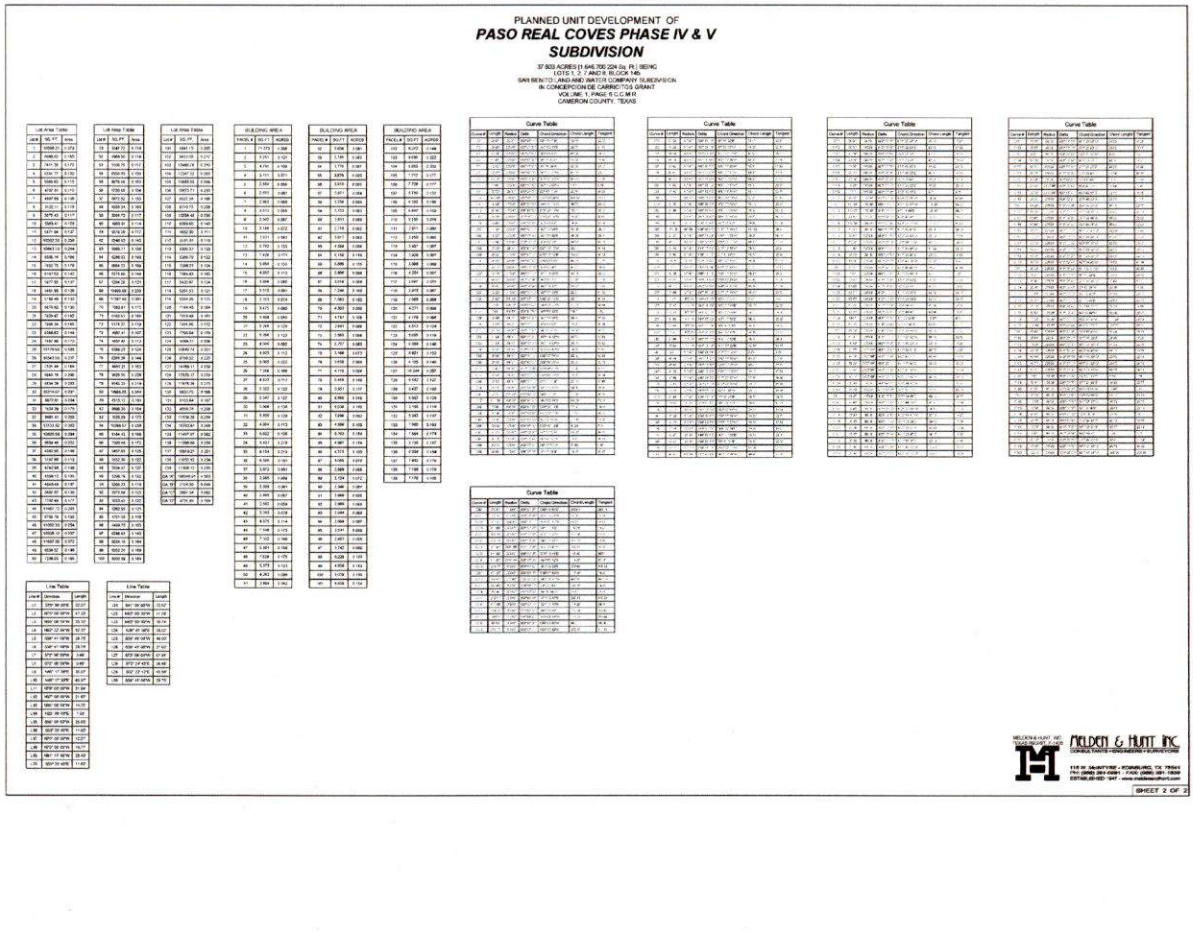
_____
Mayra Herrera, City Secretary

EXHIBIT "A"


Paso Real IV
Total Area of Site 36.67 acres
Area of Park / Open Space 5.02 acres
Number of Lots 151 (7,423 sf avg)
Haven 94 Lots (6,241 sf avg)
Hearth 57 Lots (9,372 sf avg)
Lineal Feet of Street 4,844 lf
RHODES
Rick Harrison Site Design Studio
Copyright 2020-2026

EXHIBIT "B"


PLANNED DEVELOPMENT DISTRICT OF
PASO REAL COVES PHASE IV & V
SUBDIVISION
37.933 ACRES (1,646,700.224 Sq. Ft.) BEING
LOTS 1, 2, 7 AND 8, BLOCK 145
SAN BENITO LAND AND WATER COMPANY SUBDIVISION
IN CONCEPCION DE CARRICITOS GRANT
VOLUME 1, PAGE 6 C.C.M.R.
CAMERON COUNTY, TEXAS
LEGEND
DENSITY (RESIDENTIAL)
HOME HEIGHT
LOCATION MAP
SITE
METES AND BOUNDS DESCRIPTION
GENERAL NOTES
PRINCIPAL CONTACTS
MELDEN & HUNT INC
SHEET 1 OF 2


PLANNED UNIT DEVELOPMENT OF
PASO REAL COVES PHASE IV & V
SUBDIVISION
37.933 ACRES (1,646,700.224 Sq. Ft.) BEING
LOTS 1, 2, 7 AND 8, BLOCK 145
SAN BENITO LAND AND WATER COMPANY SUBDIVISION
IN CONCEPCION DE CARRICITOS GRANT
VOLUME 1, PAGE 6 C.C.M.R.
CAMERON COUNTY, TEXAS
Lot Area Table
Line Table
Curve Table
MELDEN & HUNT INC
SHEET 2 OF 2

CITY OF HARLINGEN PLANNING & DEVELOPMENT DEPARTMENT | PLANNING DIVISION

MASTER APPLICATION FORM

Submit applications:
In person: Planning and Development Department, 502 E. Tyler Avenue, Harlingen, Texas 78550
Email: Planning@harlingentx.gov. Questions? Call (956) 216-5101.

PROPERTY OWNER INFORMATION

Property Owner Name (If entity, attach supporting documentation): Noblemen Investments LLC

Property Owner Phone: c/o (956) 381-0981 Property Owner Email: _____

Property Owner Address: 1606 Hibiscus Avenue McAllen TX 78501

APPLICANT/AUTHORIZED REPRESENTATIVE INFORMATION (If different from owner)

☐ Applicant is the same as Property Owner (skip section below)

Applicant Name: Melden & Hunt, Inc. Applicant Phone: (956) 381-0981

Applicant Email: mario@meldenandhunt.com/beto@meldenandhunt.com/wendy@meldenandhunt.com

Applicant Address: 115 W. McIntyre Street, Edinburg, TX 78541

PROPERTY INFORMATION

Project Address: Sweeny Lane

Property/GEO ID: 190204;190216; 190215;190214 190205 &190206 (If unknown, look up ID at Cameron County Appraisal District)

Legal Description of Property (Lot, Block, Subdivision, as shown on deed or survey): 37.803 Acres o/o Lots 1, 2, 7, & 8, Blk 45 San Benito Land and Water Company Subdivision

Current Zoning: General Retail (If unknown, check our Interactive Zoning Map or have staff verify your zoning)

Proposed Zoning: Residential, Single Family (If unknown, visit or call the Planning Division staff)

Current Land Use: Vacant Land

DESCRIPTION OF REQUEST

Provide a brief description (What are you requesting? What will be built or changed? Why is this request needed?):
We will be working on the submittal of a PUD for this subdivision

Select Application Type (Select all that apply):

Land Use Changes
- ☐Rezoning Request - $250
- ☐Special Use Permit - $250
- ☒Planned Development District - $250
- ☐Voluntary Annexation Request/Initial Zoning – $0
- ☐Comprehensive Plan Amendment Request - $250

Zoning Board of Adjustment (ZBA)
- ☐Zoning Variance Request (ZBA) - $250
- ☐Zoning Special Exception (ZBA) - $250
- ☐Administrative Appeal (ZBA) - $125

Subdivision/Platting:
- ☐Preliminary Construction Plans/Final Plat - $150
- ☐Replat - $250
- ☐Vacating Plat - $50
- ☐Subdivision Variance - $25 (each)

Other Requests:
- ☐License to Encroach - $250
- ☐Right-of-Way/Utility Easement Abandonment – $0

REQUIRED ATTACHMENTS

Note: Incomplete applications will not be accepted or scheduled for review.

Required for ALL Applications:
A. Application Fee (Check or card only. No cash accepted)
B. Valid Photo ID

C. Warranty Deed
D. Authorization Letter from Owner (if applicant is not the owner)
E. Entity documents

Rezoning:
A. Written statement describing the proposed use(s) of the subject property
B. Survey/Survey Plat
C. Metes & Bounds description of the tract(s) in which the rezoning is requested

Special Use Permit/PDD:
A. Written statement describing the proposed use(s) of the subject property
B. Site plan showing the proposed development of the property, including existing and proposed: building footprints and building heights (or buildable areas for single and two-family residential), locations of proposed uses, ingress and egress to/from property, streets in compliance with the City's Long Range Thoroughfare Plan, sidewalks, utilities, drainage, and parking spaces, etc.
C. Any other information (elevation drawings/pictures) in support of the request

Zoning Variance Request (ZBA)/Special Exception/ Administrative Appeals:
A. Written statement describing the requested variance and an explanation of the special conditions that result in the unnecessary hardship for which the variance or special exception is requested.
B. Written statement describing the purpose of the request (For Administrative Appeals Only).
C. Site Plan showing existing and proposed development of the property in question.

Preliminary Construction Plans/Final Plat/Replat:
A. Please contact the Planning Division for the full checklist compliant with Chapter 109 - Subdivisions and the Subdivision Development Guide (SDG) referenced in Sec. 109-127(1) and Sec. 109-128(b)
B. Plats must be submitted simultaneously to Texas Gas, AEP, AT&T, Charter Spectrum, Magic Valley Electric, Cameron County (CC) Appraisal District, CC Transportation Department, Harlingen Irrigation District, HCISD Operations, CC Drainage District, CC Irrigation District, and the U.S. Post Office.

Right-of-Way/Utility Easement Abandonment/License to Encroach:
A. Written statement describing the purpose of the request
B. Survey
C. Metes & Bounds description
D. Letter of Clearance from utility companies, including Harlingen WaterWorks System, Texas Gas, AEP, AT&T, Charter Spectrum, Magic Valley Electric, Harlingen Irrigation District, CC Drainage District, and CC Irrigation District.
E. Appraisal Report (Appraiser must be approved by City) (For ROW abandonment only).

Voluntary Annexation:
A. Written petition by owner(s) requesting annexation
B. Survey
C. Metes & Bounds description

CERTIFICATION

☐I certify that I am the property owner or the duly authorized agent of the owner for the purposes of this application.
☐I further certify that I have read this application and that all information provided is true, correct, and complete. I understand that any false or incorrect information may result in the revocation of any permit or approval issued by the City of Harlingen.
☐I understand that meeting all application requirements does not guarantee approval, and that the City Commission is the sole authority responsible for the approval or denial of this request.
☐I acknowledge that additional information may be requested by the City to process this application.

(Both signatures are required if the applicant is not the owner.)

Property Owner Name & Signature: _____ **Date:** _____

Authorized Representative Name & Signature: _____ **Date:** 9-22-26

OFFICE USE ONLY:
Date Submitted: _____ *Date Deemed Complete:* _____ *Application Fee Paid: $* _____
Case #: _____ *Receipt #:* _____ *Received By (initials):* _____

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
MARIO A. REYNA • ALLAN F. BOOE • ROBERTO N. TAMEZ • RUBEN JAMES DE JESUS • MICHAEL HERNANDEZ
TBPELS Firm # F-1435
TBPELS # 10096900

Ana Hernandez, AICP
Planning and Development Director
City of Harlingen
502 E. Tyler Avenue
Harlingen, Texas 78550

RE: ***Paso Real Coves Phase IV & V Subdivision PDD*** – City of Harlingen, Cameron County, Texas

Dear Ms. Hernandez:

On behalf of **Rhodes Development, Inc.**, we respectfully submit this Planned Development District (PDD) application for Paso Real Coves Phase IV & V. The subject property consists of approximately 37.803 acres located within the City of Harlingen, Cameron County, Texas. The property is located on the north side of East Treasure Hills Blvd, approximately 820 ft. west of FM 509. The property is proposed to be developed as a residential subdivision containing **151** residential dwelling lots and 4 common areas.

The proposed residential development will include approximately 151 dwelling units, resulting in a residential density of approximately 3.99 dwelling units per acre based on the 37.803-acre gross subdivision area. The development plan also identifies 4 common areas that will provide for a walking trail and green areas for recreational activities.

- Building Setbacks
  - Front setback: 20 feet minimum, or greater where required by an easement;
  - Rear setback: 10 feet minimum, or greater where required by an easement;
  - Side setback: 5 feet minimum, or greater where required by an easement; and
  - Corner setback: 10 feet minimum, or greater where required by an easement.

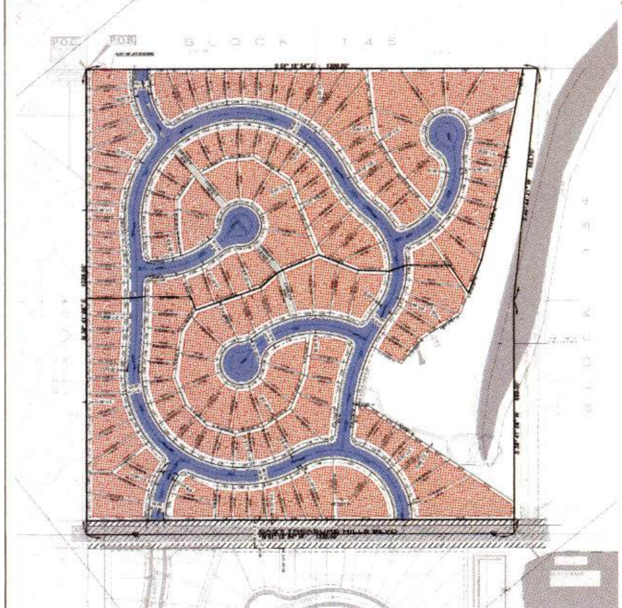
MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
MARIO A. REYNA • ALLAN F. BOOE • ROBERTO N. TAMEZ • RUBEN JAMES DE JESUS • MICHAEL HERNANDEZ
TBPELS Firm # F-1435
TBPELS # 10096900

- Internal ROW:
  - 50 feet
- Internal Street Paving:
  - 32 feet back to back
- 10 parking spaces provided in Common Area A
- 2 entrances on East Treasure Hills Blvd and a stub out to the north for future connection

Shall you have any questions regarding our proposed residential development, do not hesitate to contact our offices.

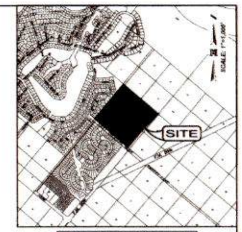
Mario A. Reyna, P.E.
President

Attachment III



PLANNED DEVELOPMENT DISTRICT OF
PASO REAL COVES PHASE IV & V SUBDIVISION

37.803 ACRES (1,646,700.224 Sq. Ft.) BEING
LOTS 1, 2, 7 AND 8, BLOCK 145
SAN BENITO LAND AND WATER COMPANY SUBDIVISION
IN CONCEPCION DE CARRICITOS GRANT
VOLUME 1, PAGE 6 C.C.M.R.
CAMERON COUNTY, TEXAS



LOCATION MAP

SCALE: 1"=100'

LEGEND

- FOUND No. 4 REBAR
- FOUND COTTON PICKER SPINDLE
- FOUND SQUARE CUT
- SET No. 4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
- SET NAIL
- ROAD WAY
- BUILDABLE AREA
- SIDEWALK
- EXIST. ASPHALT AREA
- BUILDING SET BACK LINE
- CENTER LINE
- EASEMENT LINE

R.O.W. - RIGHT OF WAY
C.C.O.R. - CAMERON COUNTY OFFICIAL RECORDS
C.C.M.R. - CAMERON COUNTY MAP RECORDS
N.W. COR. - NORTHWEST CORNER
P.O.C. - POINT OF COMMENCING
P.O.B. - POINT OF BEGINNING
B-B - BACK OF CURB TO BACK OF CURB
AC - ACRE

DENSITY (RESIDENTAIL)	
DWELLING UNITS/ LOTS (DU/L)=	[illegible]
SUBDIVISION (ACRES)=	37.803
DENSITY (DU/AC)=	[illegible]
COMMON AREAS=	[illegible]

HOME HEIGHT	
MIN. HEIGHT OF HOME	15 FEET
MAX. HEIGHT OF HOME	30 FEET

METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 37.803 ACRES OUT OF LOTS 1, 2, 7 AND 8, BLOCK 145, SAN BENITO LAND AND WATER COMPANY SUBDIVISION IN CONCEPCION DE CARRICITO GRANT, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 6, CAMERON COUNTY MAP RECORDS, WHICH SAID 12.880 ACRES WERE CONVEYED TO NOBLEMEN INVESTMENTS, LLC BY VIRTUE OF A WARRANTY DEED DATED SEPTEMBER 5, 2003, RECORDED IN VOLUME 16084, PAGE 289/DOCUMENT NO. 00041136, CAMERON COUNTY OFFICIAL RECORDS. SAID 37.803 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A COTTON PICKER SPINDLE FOUND (NORTHING: 16558871.240, EASTING: 1263907.350) FOR THE SOUTH CORNER OF SAID LOT 1, BLOCK 145, SAID CORNER ALSO BEING THE COMMON CORNER OF BLOCKS 133, 134, 145 AND 146 OUT OF SAN BENITO LAND & WATER COMPANY SUBDIVISION;

THENCE, N 51° 18' 54" W (N 51° 17' 00" W DONATION DEED CALL) ALONG THE SOUTH LOT LINE OF SAID LOT 1, BLOCK 145, BEING THE SOUTH LINE OF A CERTAIN (2.197 ACRE) TRACT CONVEYED TO CAMERON COUNTY DRAINAGE DISTRICT NO. 3 BY VIRTUE OF A DONATION DEED DATED OCTOBER 18, 2001, RECORDED IN VOLUME 7509, PAGE 307/DOCUMENT NO. 0005607, CAMERON COUNTY OFFICIAL RECORDS, A DISTANCE OF 58.50 FEET TO A COTTON PICKER SPINDLE FOUND (NORTHING: 16558927.464, EASTING: 1263837.097), FOR THE SOUTH CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

1. THENCE, N 51° 18' 54" W ALONG THE SOUTH LOT LINE OF SAID LOT 1, BLOCK 145 AND WITHIN THE RIGHT-OF-WAY OF SWEEZY LANE, AT A DISTANCE OF 1250.00 FEET TO A COTTON PICKER SPINDLE FOUND (NORTHING: 16559686.290, EASTING: 1262876.968), AT THE WEST CORNER OF SAID LOT 8, BLOCK 145, FOR THE WEST CORNER OF THIS TRACT;

2. THENCE, N 38° 41' 06" E ALONG THE WEST LINES OF LOTS 8 AND 7, BLOCK 145, AT A DISTANCE OF 25.00 FEET PASS THE NORTH RIGHT-OF-WAY LINE OF SWEEZY LANE AS DEDICATED BY VOLUME 6134, PAGE 234, CAMERON COUNTY OFFICIAL RECORDS, AT A DISTANCE OF 40.00 FEET PASS A NO. 4 REBAR FOUND, CONTINUING A TOTAL DISTANCE OF 1,320.00 FEET TO A NO. 4 REBAR SET (NORTHING: 16560726.675, EASTING: 1263702.014), AT THE NORTH CORNER OF LOT 7, BLOCK 145, FOR THE NORTH CORNER OF THIS TRACT;

3. THENCE, S 51° 18' 54" E ALONG THE NORTH LINES OF LOTS 7 AND 2, BLOCK 145, DISTANCE OF 1,300.00 FEET TO A NO. 4 REBAR SET FOR THE EAST CORNER OF THIS TRACT, WHICH SAID REBAR BEARS N 51° 18' 54" W A DISTANCE OF 30.00 FEET FROM A NO. 4 REBAR FOUND AT THE EAST CORNER OF SAID LOT 2, BLOCK 145;

4. THENCE, S 44° 44' 21" W (S 38° 48' 17" W DONATION DEED CALL) ACROSS LOT 2, BLOCK 145, ALONG THE WEST LINE OF SAID (2.197 ACRE) TRACT CONVEYED TO CAMERON COUNTY DRAINAGE DISTRICT NO. 3, A DISTANCE OF 693.78 FEET TO A NO. 4 REBAR SET ON THE NORTH LINE OF SAID LOT 1 AND SOUTH LINE OF SAID LOT 2, BLOCK 145, FOR AN ANGLE POINT CORNER OF THIS TRACT;

5. THENCE, S 38° 41' 06" W (S 38° 42' 00" W DONATION DEED CALL) ACROSS LOT 1, BLOCK 145, ALONG THE WEST LINE OF SAID (2.197 ACRE) TRACT CONVEYED TO CAMERON COUNTY DRAINAGE DISTRICT NO. 3, AT A DISTANCE OF A DISTANCE OF 620.00 FEET PASS A NO. 4 REBAR FOUND, AT A DISTANCE OF 635.00 FEET PASS THE NORTH RIGHT-OF-WAY LINE OF SWEEZY LANE AS DEDICATED BY VOLUME 6134, PAGE 234, CAMERON COUNTY OFFICIAL RECORDS, CONTINUING A TOTAL DISTANCE OF 660.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 37.803 ACRES, OF WHICH 0.796 OF ONE ACRE LIES WITHIN THE RIGHT-OF-WAY SWEEZY LANE, LEAVING A NET OF 37.007 ACRES OF LAND, MORE OR LESS.

GENERAL NOTES

1. THIS SUBDIVISION IS LOCATED IN FLOOD ZONE "X" (UNSHADED) & "A". ZONE "X" (UNSHADED) ARE AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN. ZONE "A" ARE SPECIAL FLOOD HAZARD AREAS (SFHAS) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE OF FLOOD. NO BASE FLOOD ELEVATIONS DETERMINED. COMMUNITY PANEL No. 485477 027 F, EFFECTIVE DATE FEBRUARY 16, 2005.
2. MINIMUM PERMISSIBLE FINISHED FLOOR ELEVATION FOR ALL BUILDING IMPROVEMENTS SHALL BE 18" ABOVE TOP OF CURB OR HIGHEST POINT OF STREET (ALONG THE FRONT OF THE LOT), WHICHEVER IS HIGHER. AN ELEVATION CERTIFICATE IS REQUIRED. AT THE BUILDING PERMIT STAGE, FINISH FLOOR FOR ANY LOTS WITHIN 100 FEET OF A DRAINAGE INLET SHALL BE 6 INCHES HIGHER AS COMPARED TO THE OTHER FINISH FLOORS WITHIN THE SUBDIVISION.
3. SETBACKS AS PER CITY OF HARLINGEN SUBDIVISION ORDINANCE
   FRONT: 20 FEET OR GREATER FOR EASEMENT
   REAR: 10 FEET OR GREATER FOR EASEMENT
   SIDE: 5 FEET OR GREATER FOR EASEMENT
   CORNER: 10 FEET OR GREATER FOR EASEMENT
4. NO PERMANENT STRUCTURE SHALL BE BUILT OVER ANY EASEMENT.
5. BENCH MARK: SQUARE CUT ON TOP OF CURB INLET LOCATED 1,232' EAST FROM FROM THE SOUTHWEST CORNER OF LOT 8, BLOCK 145, SAN BENITO LAND AND WATER COMPANY SUBDIVISION IN CONCEPCION DE CARRICITOS GRANT, RECORDED VOLUME 1, PAGE 6 C.C.M.R. ALONG THE NORTH RIGHT OF WAY OF SWEEZY LANE (TREASURE HILL BOULEVARD).
   NORTHING: 16559650.180, EASTING: 1263644.090, ELEVATION = 32.40
6. PRIMARY SUBDIVISION CORNERS MUST BE SET CONCRETE MONUMENTS. ALL OTHERS LOT CORNERS MUST ADHERE TO SEC. 663.17 OF THE TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS RULES OF THE APPLICABLE TEXAS LOCAL GOVERNMENT CODE.
7. ADDITIONAL FIRE HYDRANTS MAY BE REQUIRED AT THE BUILDING PERMIT STAGE DEPENDING ON SIZE AND BUILDING TYPE OF CONSTRUCTION.
8. THIS SUBDIVISION IS WITHIN THE HARLINGEN CITY LIMITS.
9. THE DETENTION AREA IS TO BE MAINTAINED BY HOME OWNERS ASSOCIATION AND NOT THE CITY OF HARLINGEN.
14. ALL BEARINGS AND DISTANCES ARE BASED ON GRID COORDINATES. BEARING BASIS AS PER TEXAS PLANE GRID COORDINATE SYSTEM NAD 83 TEXAS SOUTH ZONE (4205).
15. SET No. 4 REBARS WITH PLASTIC CAP STAMPED MELDEN AND HUNT ON ALL LOT CORNERS.
16. CERTIFICATE OF COMPLIANCE WITH THE REQUIREMENTS OF THE APPLICABLE TEXAS LOCAL GOVERNMENT CODE.
17. A 5' SIDEWALK WILL BE REQUIRED AT TIME OF CONSTRUCTION. A PERMIT IS REQUIRED FROM THE CITY OF HARLINGEN PRIOR TO CONSTRUCTION OF SIDEWALKS.
18. A 5 FOOT SIDEWALK WILL BE REQUIRED ALONG ALL INTERIOR STREETS AND FRONTING EAST TREASURE HILLS BLVD.
19. LOT 157 WILL BE DEDICATED TO LIFT STATION.

DRAWN BY:	J.R.	DATE:	[illegible]
REVISED BY:		DATE:	
SURVEYED, CHECKED:		DATE:	
FINAL CHECK:		DATE:	

PRINCIPAL CONTACTS

	NAME	STREET ADDRESS	CITY, STATE ZIP CODE	PHONE NUMBER	FAX NUMBER
OWNERS:	RHODES DEVELOPMENT, INC.	[illegible]	[illegible]	[illegible]	[illegible]
	[illegible] RHODES, PRESIDENT	SUITE [illegible]			
ENGINEER:	MARIO A. REYNA, P.E.	115 W. McINTYRE	EDINBURG, TX 78541	[illegible]	[illegible]
SURVEYOR:	ROBERTO N. TAMEZ, R.P.L.S.	115 W. McINTYRE	EDINBURG, TX 78541	[illegible]	[illegible]

MELDEN & HUNT, INC.
MELDEN & HUNT INC
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE - EDINBURG, TX 78541
PH: (956) 381-0981 - FAX: (956) 381-1839
ESTABLISHED 1947 - www.meldenandhunt.com
TBPLS No. [illegible]

SHEET 1 OF 2

PLANNED UNIT DEVELOPMENT OF
PASO REAL COVES PHASE IV & V SUBDIVISION

37.803 ACRES (1,646,700.224 Sq. Ft.) BEING
LOTS 1, 2, 7 AND 8, BLOCK 145
SAN BENITO LAND AND WATER COMPANY SUBDIVISION
IN CONCEPCION DE CARRICITOS GRANT
VOLUME 1, PAGE 6 C.C.M.R.
CAMERON COUNTY, TEXAS

Lot Area Table

Lot #	SQ. FT.	Area
[illegible]	[illegible]	[illegible]

Lot Area Table

Lot #	SQ. FT.	Area
[illegible]	[illegible]	[illegible]

Lot Area Table

Lot #	SQ. FT.	Area
[illegible]	[illegible]	[illegible]

BUILDING AREA

PACEL #	SQ.FT.	ACRES
[illegible]	[illegible]	[illegible]

BUILDING AREA

PACEL #	SQ.FT.	ACRES
[illegible]	[illegible]	[illegible]

BUILDING AREA

PACEL #	SQ.FT.	ACRES
[illegible]	[illegible]	[illegible]

Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length	Tangent
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length	Tangent
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length	Tangent
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length	Tangent
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length	Tangent
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

Line Table

Line #	Direction	Length
[illegible]	[illegible]	[illegible]

Line Table

Line #	Direction	Length
[illegible]	[illegible]	[illegible]

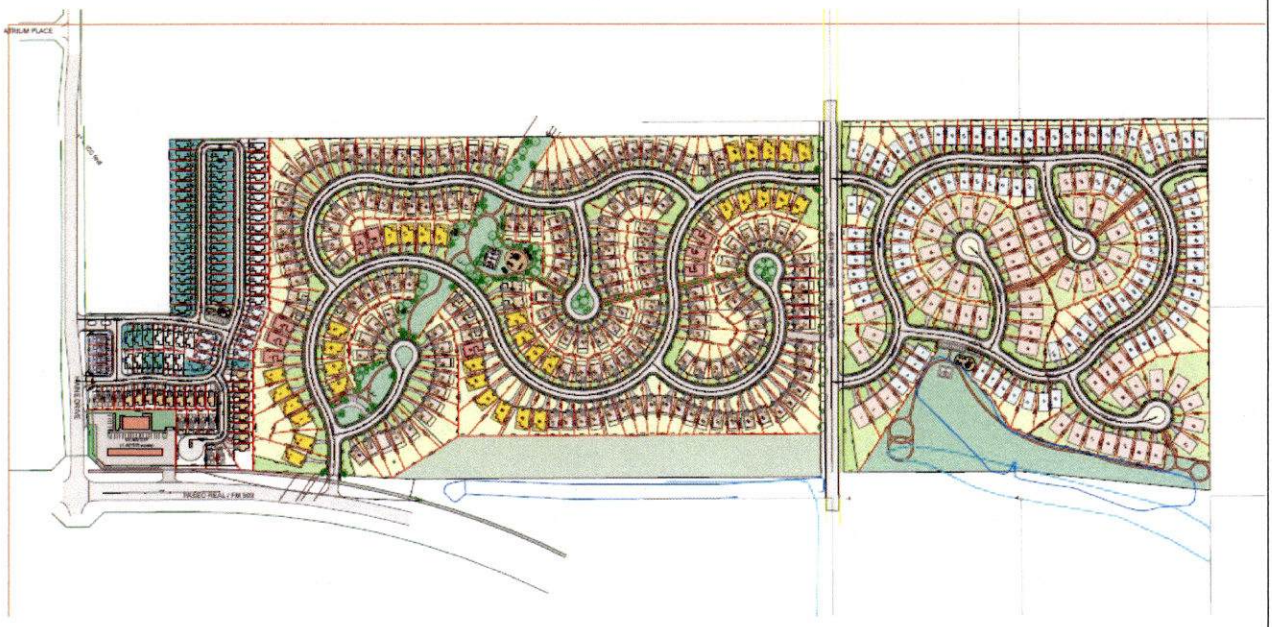
MELDEN & HUNT, INC.
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SHEET 2 OF 2

Attachment III



Attachment III



Attachment IV

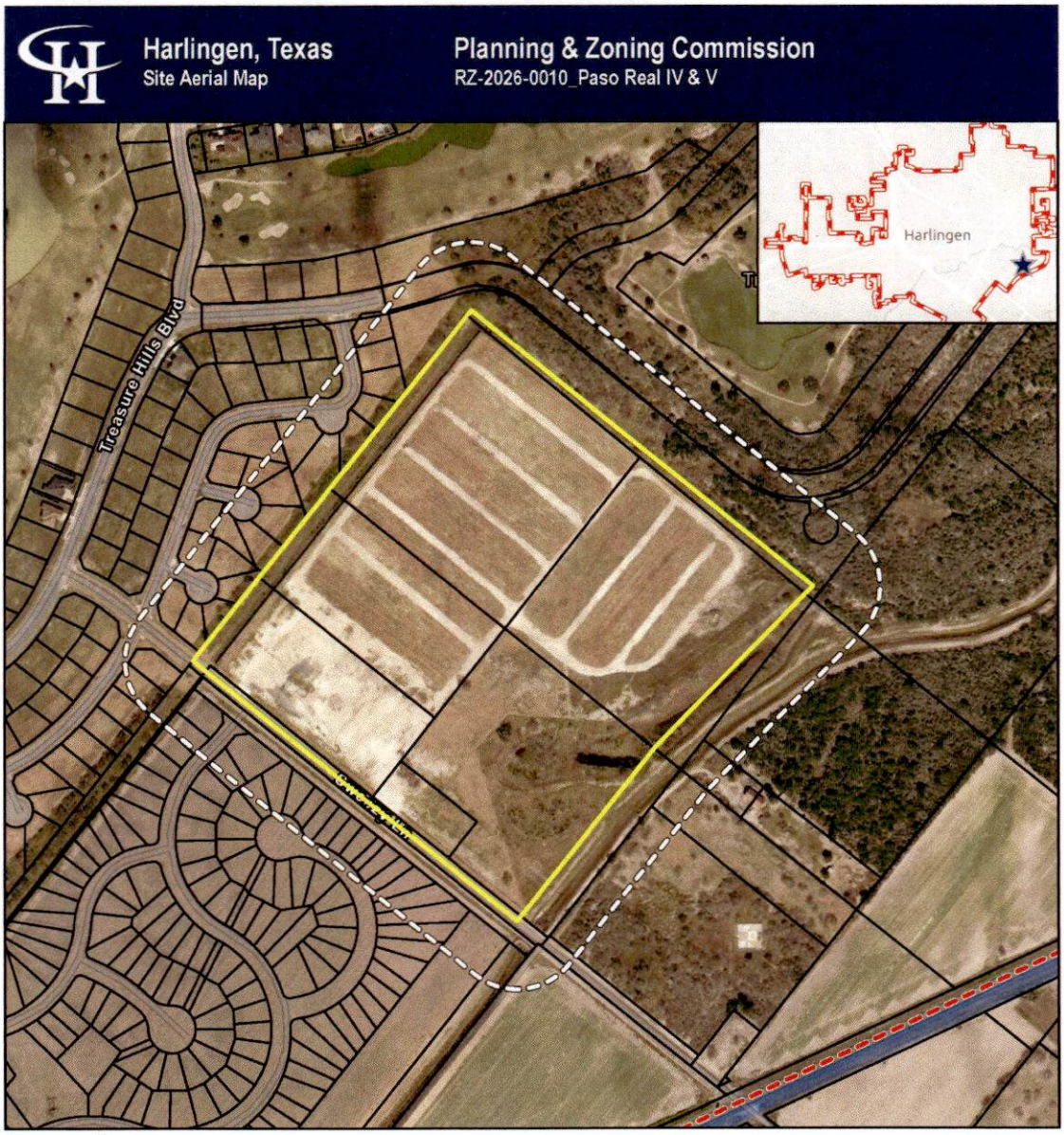


Attachment V

View from East Treasure Hills Blvd.



Attachment VI



Attachment VII

CITY OF HARLINGEN TEXAS

Planned Development ("PD") District Routing Slip

Applicant: Melden & Hunt c/o Noblemen Investments, LLC

Phone No.: (956) 381-0981

Location: Located on the north side of East Treasure Hills Blvd., approximately 872.41 feet west of FM 509

Project Description: Request to rezone from General Retail ("GR") District to Planned Development ("PD") District to allow for a Residential, Single-Family development with smaller lot sizes, for a 37.803-acres out of Lots 1, 2, 7, and 8, Block 145, San Benito Land and Water Company Subdivision in Concepcion de Carricitos Grant.

Department: **Building Permits and Inspections Division**

Approval: _____YES _____ NO ___X__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 **09/17/2026**

Signature **Date**

Attachment VIII

CITY OF HARLINGEN TEXAS

Planned Development ("PD") District Routing Slip

Applicant: Melden & Hunt c/o Noblemen Investments, LLC

Phone No.: (956) 381-0981

Location: Located on the north side of East Treasure Hills Blvd., approximately 872.41 feet west of FM 509

Project Description: Request to rezone from General Retail ("GR") District to Planned Development ("PD") District to allow for a Residential, Single-Family development with smaller lot sizes, for a 37.803-acres out of Lots 1, 2, 7, and 8, Block 145, San Benito Land and Water Company Subdivision in Concepcion de Carricitos Grant.

Department: _____

Approval: X YES _____ NO

Comments:

Nadia M. Lopez P.E.

Signature

9/17/26

Date

CITY OF HARLINGEN TEXAS

Subdivision Review

Subdivision Name:	**Paso Real Coves Phase IV & V**
Proposed Use:	**139 Lot Residential, Single-Family Use**
Location:	**North of East Treasure Hills Boulevard approximately 820 feet west of FM 509**
Developer:	**Rhodes Development, Inc.**
Engineer:	**Melden & Hunt Inc. / (956) 381-0981** mario@meldenandhunt.com

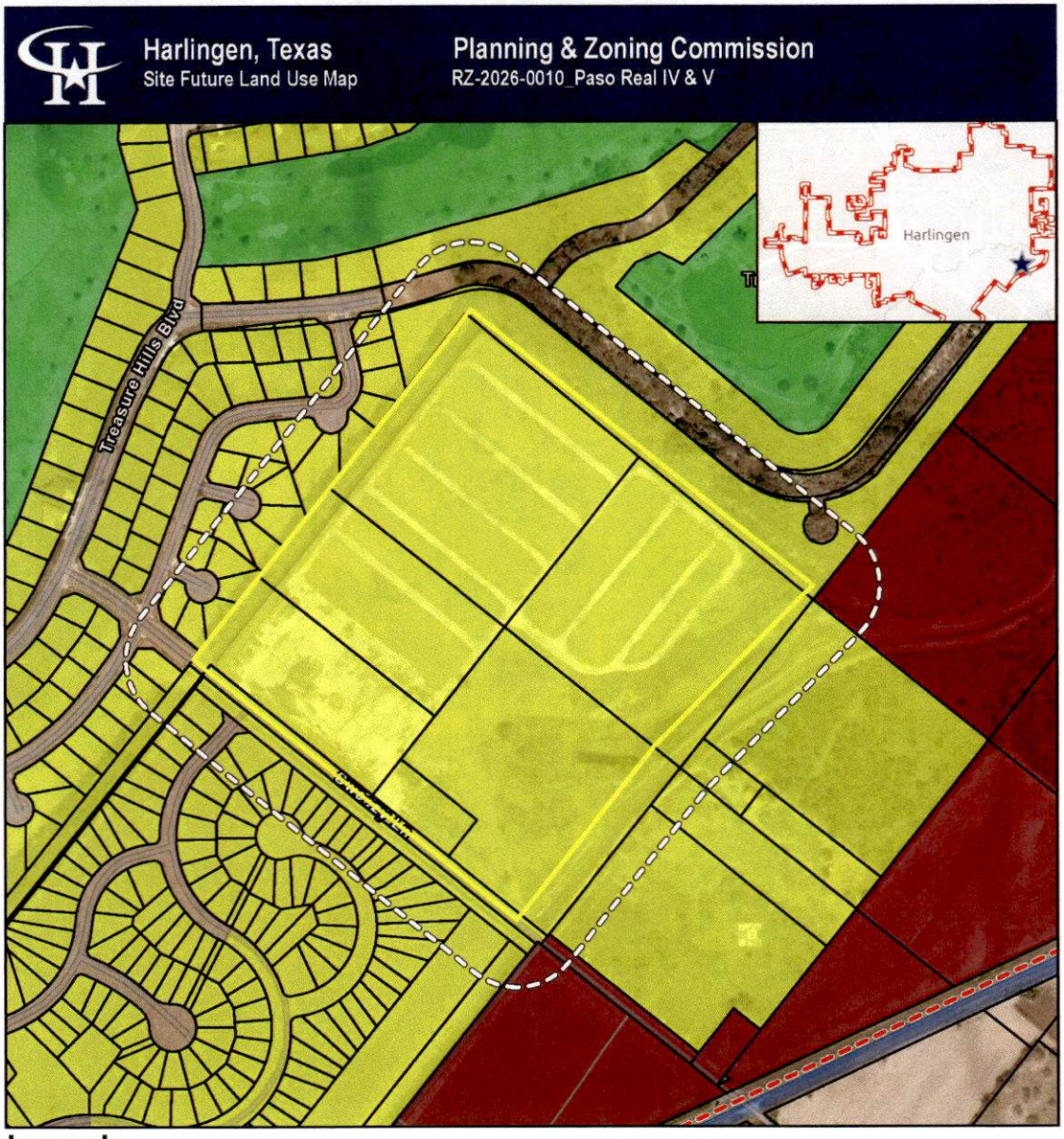
Approval: **____ Yes** **__X__ Yes with Comments** **____ No**

Comments:

1. **As per Sec. 109-91 (d) (5) a fire hydrant plan which includes location of existing and proposed fire hydrants. Fire hydrants must be shown to create a coverage network of not more than 500-foot intervals measured along streets or other public access right-of-way for single-family residential subdivisions. Please show a 250-foot radius circle for all hydrants. In all other subdivisions, this distance must be 150-foot radius.**
2. **Sec. 109-124 (c) (3) provides guidance on projection of streets.**

Russell Knight, Asst. Fire Marshal Departmental Official Signature	**Fire Prevention** Department	**September 15, 2026** Date
(956) 216-5790 Contact Number	rknight@harlingentx.gov Contact E-mail	_____ Signature

Attachment X



10c

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **October 7, 2026**

Agenda Item:

Consideration and possible action to approve an Ordinance on First Reading hearing for a request to amend the previously approved Planned Development ("PD") District to allow a mixed-use development (commercial and multi-family) for properties bearing a legal description of 30.52-acre tract of land, more or less, out of Block 182, San Benito Land and Water Company Subdivision, Concepcion De Carricitos Grant, located northeast of Camelot Drive and Victoria Lane. Applicant: Berenice Chapa (Halff Associates), c/o Development Corporation of Harlingen, Inc.

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

Brief Summary:

Project Timeline

- August 31, 2026 – Application for rezoning submitted to the City. **(ATTACHMENT I).**
- September 4, 2026 – In accordance with State and local law, notice of the required public hearing mailed to all property owners within a 200 feet radius of subject tract.
- September 5, 2026 – In accordance with State and local law, notice of the required public hearings was published in the Valley Morning Star.
- September 22, 2026 - Public hearing and consideration of the requested rezoning by the Planning and Zoning Commission (P&Z).
- October 7, 2026 – Public hearing and consideration of requested rezoning via 1st ordinance reading scheduled before the City Commission.
- October 21, 2026 – Pending approval of 1st ordinance reading, consideration of approval of 2nd ordinance reading scheduled before the City Commission.

Summary

- Halff Associates on behalf of the Development Corporation of Harlingen, Inc. is requesting to amend the Planned Development ("PD") site plan to allow a mixed-use development consisting of commercial and multi-family use. **(ATTACHMENT II).**

- The irregular shaped property is currently vacant and not subdivided. The developer is proposing to subdivide the property into a seven-lot subdivision under the name of Victoria Commons Subdivision Phase II. The property has 193.38 feet of frontage on Camelot Drive, 129.07 feet of frontage on Victoria Lane and a depth of 1,946 feet at its longest point. **(ATTACHMENT III)**

- The original Planned Development (PD) ordinance for the subject property which was approved by the City Commission on April 1, 2026 showed the property to be developed with six lots. Two of the lots were for general retail use (Lots 4 and 6),

one lot for office use (Lot 2), one lot for multi-family use (Lot 3), a common area lot (Common area "A"), and a lot to be used for a detention pond (Lot 5). All lots were to front an interior street. The interior street (Street A) on the on the north was projected to be 33 ft. wide paved street with curb and gutter, and the east side street (Victoria Ln) was projected to be a 40 ft. wide paved street with curb and gutter. The setbacks for the general retail and multi-family lots were 10 ft. on the front, side and rear setbacks. The setbacks for the office lot were 20 ft. in the front, and 10 ft. on the side and rear setbacks. **(ATTACHMENT III and IV)**

- The new proposed site plan will consist of seven lots. Two of the lots will be for general retail use (Lot 6 and 7), one lot for office use (Lot 2), one lot for multi-family use (Lot 3), one lot for a parking lot (Lot 4), a common area lot (Common area "A"), and a lot to be used for a detention pond (Lot 5). The setbacks for the general retail and multi-family lots are 10 ft. on the front, side and rear setbacks. The setbacks for the office lot are 20 ft. in the front, and 10 ft. on the side and rear setbacks. To changes are summarized as follows: the general retail lot on the west side of the property, which is being converted into two general retail lots; the use of lot 4 changed from general retail to parking lot use; and the Common Area A is now labeled as proposed common area/parking lot. **(ATTACHMENT IV)**

- The surrounding properties are zoned Not Designated ("N") District to the north, and General Retail ("GR") District to the south, east and west. The surrounding land uses consist of an apartment complex and vacant land to the north, Windsor Nursing and Rehab Center, Palms Behavioral Health and vacant land to the south, and vacant land and vacant land in agricultural use to the west. **(ATTACHMENT II and VI)**.

- The Building Inspections, Fire Prevention and Engineering Departments have reviewed the request. The Building Inspections, Fire Prevention and Engineering Departments reported no objection to the request amendment to the planned development site plan subject to complying with all applicable codes. **(ATTACHMENT VII-IX)**

- The Future Land Use Plan (FLUP) component of the Harlingen Horizon – A City on the Rise Comprehensive Plan shows this area as retail and higher density residential use. The request is consistent with the Future Land Use Plan and consistent with the surrounding land use. **(ATTACHMENT X).**

- To the present, the Planning and Zoning Department has not received any opposition to the requested rezoning.

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 of the request subject to the following conditions:

1. Compliance with all applicable building codes and regulations;
2. Compliance with drainage requirements and all applicable requirements from the Engineering Department; and
3. Compliance with the requirements administered by the Planning, Building Inspections, Engineering, and Fire Prevention Departments.

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

Comments:

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

ORDINANCE NO. 26____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF HARLINGEN: TO AMEND THE PREVIOUSLY APROVED PLANNED DEVELOPMENT ("PD") DISTRICT SITE PLAN TO ALLOW A MIXED-USE DEVELOPMENT (COMMERCIAL AND MULTI-FAMILY) FOR PROPERTIES BEARING A LEGAL DESCRIPTION OF 30.52 ACRE TRACT OF LAND, MORE OR LESS, OUT OF BLOCK 182, SAN BENITO LAND AND WATER COMPANY SUBDIVISION, CONCEPCION DE CARRICITOS GRANT, LOCATED NORTHEAST OF CAMELOT DRIVE AND VICTORIA LANE; PROVIDING FOR PUBLICATION AND ORDAINING OTHER MATTERS RELATED TO THE FOREGOING

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

BE IT ORDAINED BY THE CITY OF HARLINGEN

That the Code of Ordinances of the City of Harlingen (Ordinance 16-8) Ordinance 26-14 establishing the original planned development site plan be and the same is herewith amended by the following described property being changed for permissive zone use as indicated:

To amend the previously approved Planned Development ("PD") District site plan to allow a mixed-use development (commercial and multi-family) for properties bearing a legal description of 30.52 acre tract of land, more or less, out of Block 182, San Benito Land and Water Company Subdivision, Concepcion De Carricitos Grant, located northeast of Camelot Drive and Victoria Lane, as shown on Exhibit "A".

The provisions prohibiting the violation of the Code of Ordinances shall continue in full force and effect and apply to this ordinance.

The provisions amendment is made contingent upon construction being complied in accordance with the site plan, a true and correct copy of which is attached hereto and incorporated herein by reference as Exhibit "A" and shall comply with the conditions as listed below:

1. Compliance with all applicable building codes and regulations;
2. Compliance with drainage requirements and all applicable requirements from the Engineering Department; and
3. Compliance with the requirements administered by the Planning, Building Inspections, Engineering, and Fire Prevention Departments.

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

FINALLY ENACTED this _____ day of _____, 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, CHAPTER 551.

CITY OF HARLINGEN

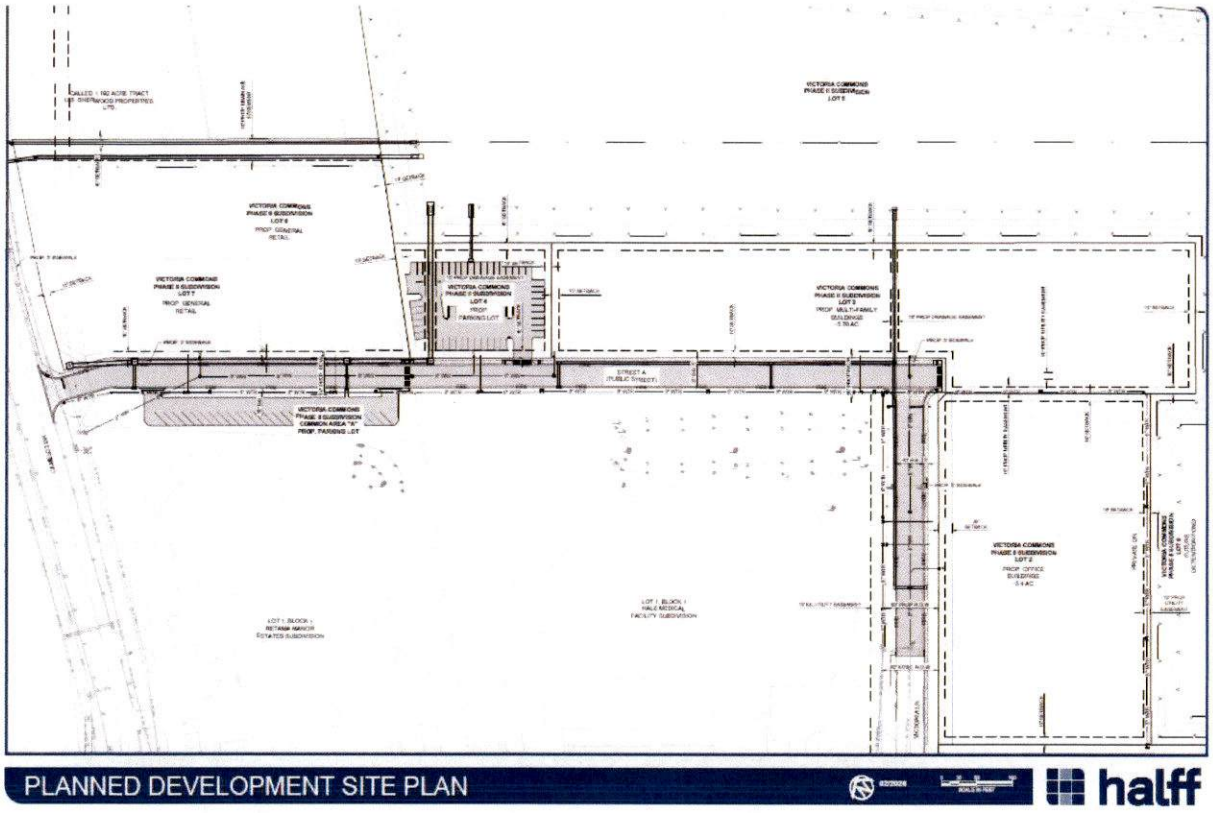
_____
Norma Sepulveda, Mayor

ATTEST:

_____

Mayra Herrera, City Secretary

EXHIBIT "A"



Attachment I

MASTER APPLICATION FORM

Submit applications:
In person: Planning and Development Department, 502 E. Tyler Avenue, Harlingen, Texas 78550
Email: Planning@harlingentx.gov. Questions? Call (956) 216-5101.

PROPERTY OWNER INFORMATION

Property Owner Name (If entity, attach supporting documentation): Development Corporation of Harlingen, Inc.
Property Owner Phone: Cell 212.5085 Property Owner Email: [redacted]
Property Owner Address: 2424 Boxwood St. Suite 125, Harlingen, Tx 78550

APPLICANT/AUTHORIZED REPRESENTATIVE INFORMATION (If different from owner)

☐ Applicant is the same as Property Owner (skip section below)

Applicant Name: Beatrice Chapa Applicant Phone: 956-445-5212
Applicant Email: [redacted]
Applicant Address: 5000 W. Military Hwy Suite 100, McAllen, Tx 78503

PROPERTY INFORMATION

Project Address: Victoria Lane
Property/GEO ID: 23-0000-1613-0075-00 & 23-0000-1620-0000-00 (If unknown, look up ID at Cameron County Appraisal District)
Legal Description of Property (Lot, Block, Subdivision, as shown on deed or survey): Lot C & D BLK 161 San Benito Land & Water Co Subd. Harlingen 25.78 Ac out of 28.93 Ac of 91.21 acres A San Benito Land & Wtr Co. Blocks 161-167 Survey Within 4.783 Ac out of 11.954
Current Zoning: Planned Development (If unknown, check our Interactive Zoning Map or have staff verify your zoning)
Proposed Zoning: (If unknown, visit or call the Planning Division staff)
Current Land Use:

DESCRIPTION OF REQUEST

Provide a brief description (What are you requesting? What will be built or changed? Why is this request needed?):
Amendment to the Planned Development: Adding Lot 7. Changing Lot 4 from general retail to a parking lot; Common Area 'A' is also assigned to be a Parking Lot; Lot's acreage changed.

Select Application Type (Select all that apply):

Land Use Changes	Subdivision/Platting:
☐Rezoning Request - $250	☐Preliminary Construction Plans/Final Plat - $150
☐Special Use Permit - $250	☐Replat - $250
☐Planned Development District - $250	☐Vacating Plat - $50
☐Voluntary Annexation Request/Initial Zoning – $0	☐Subdivision Variance - $25 (each)
☑Comprehensive Plan Amendment Request - $250	
	Other Requests:
Zoning Board of Adjustment (ZBA)	☐License to Encroach - $250
☐Zoning Variance Request (ZBA) - $250	☐Right-of-Way/Utility Easement Abandonment – $0
☐Zoning Special Exception (ZBA) - $250	
☐Administrative Appeal (ZBA) - $125	

REQUIRED ATTACHMENTS

Note: Incomplete applications will not be accepted or scheduled for review.

Required for ALL Applications:
A. Application Fee (Check or card only. No cash accepted)
B. Valid Photo ID

C. Warranty Deed
D. Authorization Letter from Owner (if applicant is not the owner)
E. Entity documents

Rezoning:
A. Written statement describing the proposed use(s) of the subject property
B. Survey/Survey Plat
C. Metes & Bounds description of the tract(s) in which the rezoning is requested

Special Use Permit/PDD:
A. Written statement describing the proposed use(s) of the subject property
B. Site plan showing the proposed development of the property, including existing and proposed: building footprints and building heights (or buildable areas for single and two-family residential), locations of proposed uses, ingress and egress to/from property, streets in compliance with the City's Long Range Thoroughfare Plan, sidewalks, utilities, drainage, and parking spaces, etc.
C. Any other information (elevation drawings/pictures) in support of the request

Zoning Variance Request (ZBA)/Special Exception/ Administrative Appeals:
A. Written statement describing the requested variance and an explanation of the special conditions that result in the unnecessary hardship for which the variance or special exception is requested.
B. Written statement describing the purpose of the request (For Administrative Appeals Only).
C. Site Plan showing existing and proposed development of the property in question.

Preliminary Construction Plans/Final Plat/Replat:
A. Please contact the Planning Division for the full checklist compliant with Chapter 109 - Subdivisions and the Subdivision Development Guide (SDG) referenced in Sec. 109-127(1) and Sec. 109-128(b)
B. Plats must be submitted simultaneously to Texas Gas, AEP, AT&T, Charter Spectrum, Magic Valley Electric, Cameron County (CC) Appraisal District, CC Transportation Department, Harlingen Irrigation District, HCISD Operations, CC Drainage District, CC Irrigation District, and the U.S. Post Office.

Right-of-Way/Utility Easement Abandonment/License to Encroach:
A. Written statement describing the purpose of the request
B. Survey
C. Metes & Bounds description
D. Letter of Clearance from utility companies, including Harlingen WaterWorks System, Texas Gas, AEP, AT&T, Charter Spectrum, Magic Valley Electric, Harlingen Irrigation District, CC Drainage District, and CC Irrigation District.
E. Appraisal Report (Appraiser must be approved by City) (For ROW abandonment only).

Voluntary Annexation:
A. Written petition by owner(s) requesting annexation
B. Survey
C. Metes & Bounds description

CERTIFICATION

☑ I certify that I am the property owner or the duly authorized agent of the owner for the purposes of this application.
☑ I further certify that I have read this application and that all information provided is true, correct, and complete. I understand that any false or incorrect information may result in the revocation of any permit or approval issued by the City of Harlingen.
☑ I understand that meeting all application requirements does not guarantee approval, and that the City Commission is the sole authority responsible for the approval or denial of this request.
☑ I acknowledge that additional information may be requested by the City to process this application.

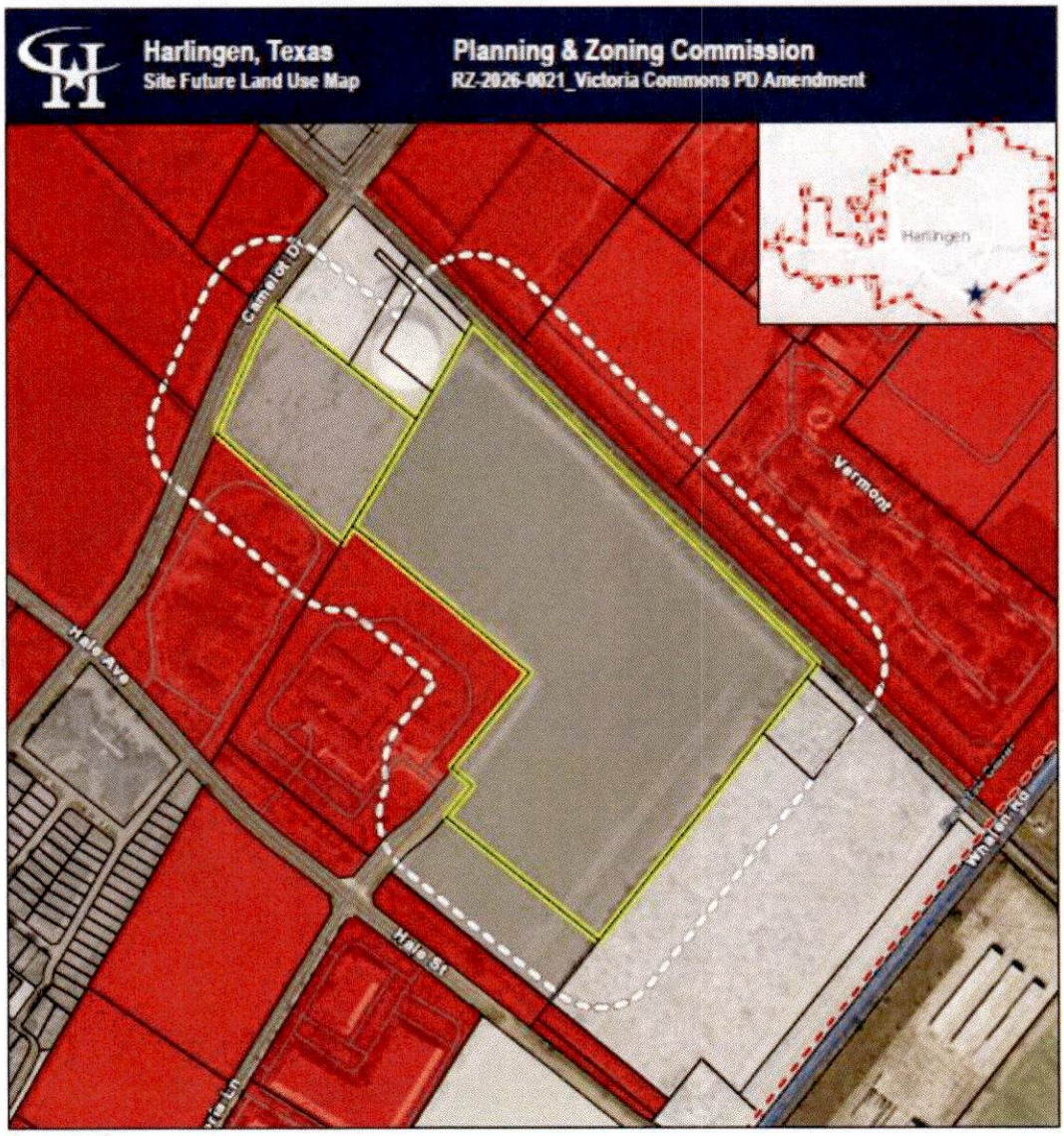
(Both signatures are required if the applicant is not the owner)

Property Owner Name & Signature: [signature] **Date:** 08/31/2024

Authorized Representative Name & Signature: Beatrice Chapa **Date:** 08/31/2024

OFFICE USE ONLY
Date Submitted: _____ *Date Deemed Complete* _____ *Application Fee Paid $*_____
Case # _____ *Receipt #* _____ *Received By (initials)* _____

Attachment II



ORDINANCE NO. 16-14

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF HARLINGEN: REZONE FROM GENERAL RETAIL ("GR") DISTRICT TO PLANNED DEVELOPMENT ("PD") DISTRICT TO ALLOW A MIXED-USE DEVELOPMENT (COMMERCIAL AND MULTI-FAMILY) FOR PROPERTIES BEARING A LEGAL DESCRIPTION OF 30.52 ACRE TRACT OF LAND, MORE OR LESS, OUT OF BLOCK 182, SAN BENITO LAND AND WATER COMPANY SUBDIVISION; PROVIDING FOR PUBLICATION AND ORDAINING OTHER MATTERS RELATED TO THE FOREGOING

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

BE IT ORDAINED BY THE CITY OF HARLINGEN

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

> Rezone from General Retail ("GR") District to Planned Development ("PD") District to allow a mixed-use development (commercial and multi-family) for properties bearing a legal description of 30.52 acre tract of land, more or less, out of Block 182, San Benito Land and Water Company Subdivision, Concepcion De Carricitos Grant, located northeast of Camelot Drive and Victoria Lane, as shown on Exhibit "A".

The provisions prohibiting the violation of the Code of Ordinances shall continue in full force and effect and apply to this ordinance.

The provisions amendment is made contingent upon construction being complied in accordance with the site plan, a true and correct copy of which is attached hereto and

incorporated herein by reference as Exhibit "A" and shall comply with the conditions as listed below:

1. Compliance with all applicable building codes and regulations;
2. Compliance with drainage requirements and all applicable requirements from the Engineering Department; and
3. Compliance with the requirements administered by the Planning, Building Inspections, Engineering, and Fire Prevention Departments.

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

FINALLY ENACTED this 1st day of April, 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, CHAPTER 551.

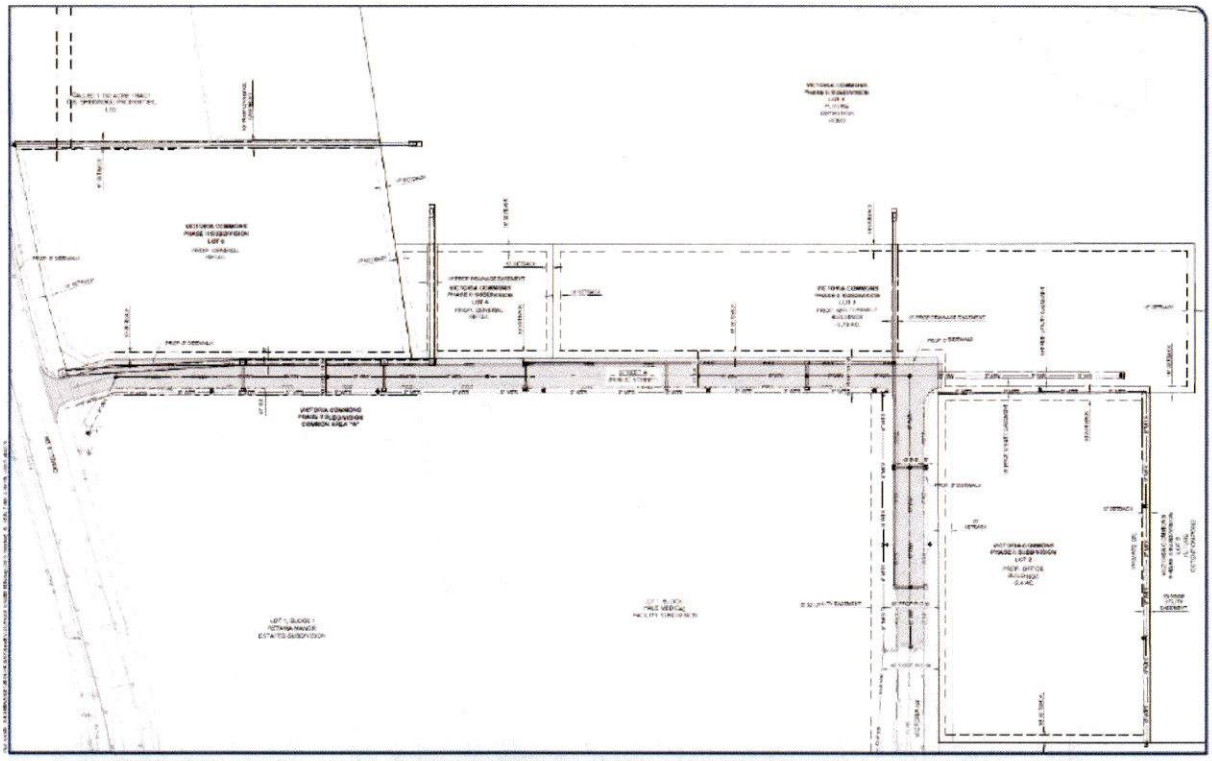
CITY OF HARLINGEN

Norma Sepulveda, Mayor

ATTEST:

Mayra Herrera, City Secretary

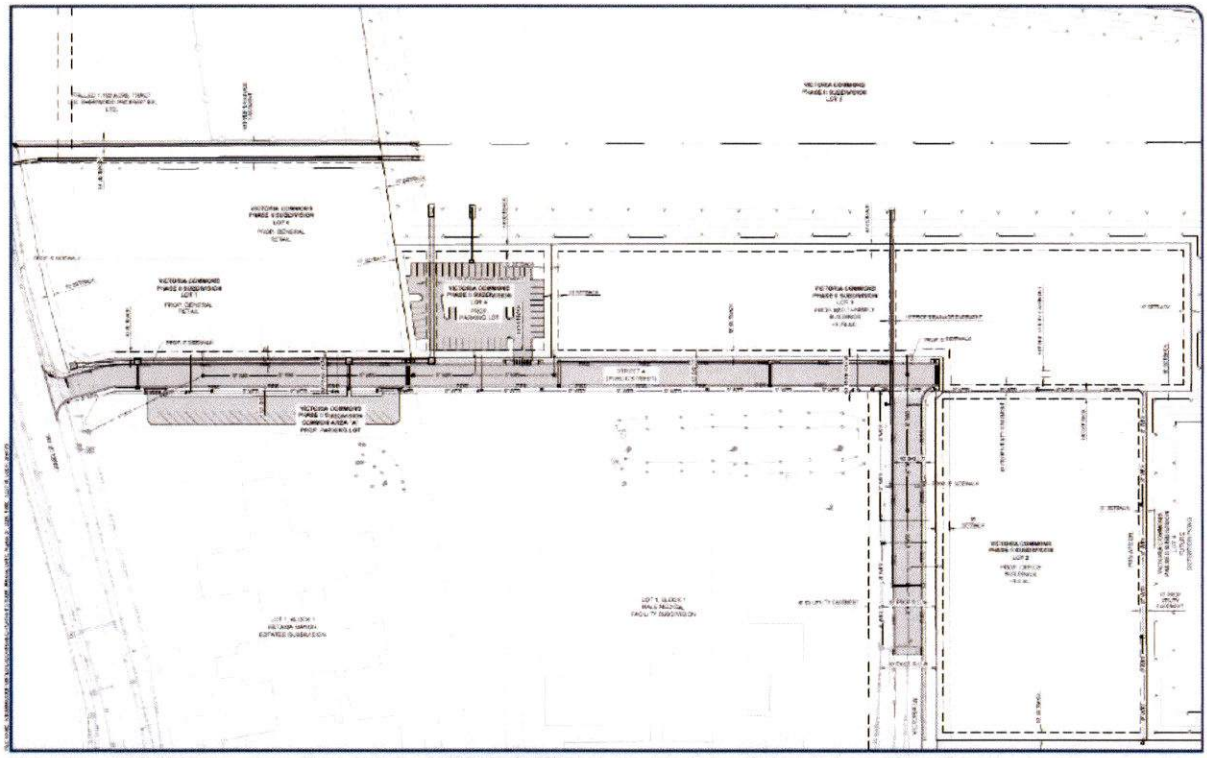
Attachment III



PLANNED DEVELOPMENT SITE PLAN

halff

Attachment IV



PLANNED DEVELOPMENT SITE PLAN

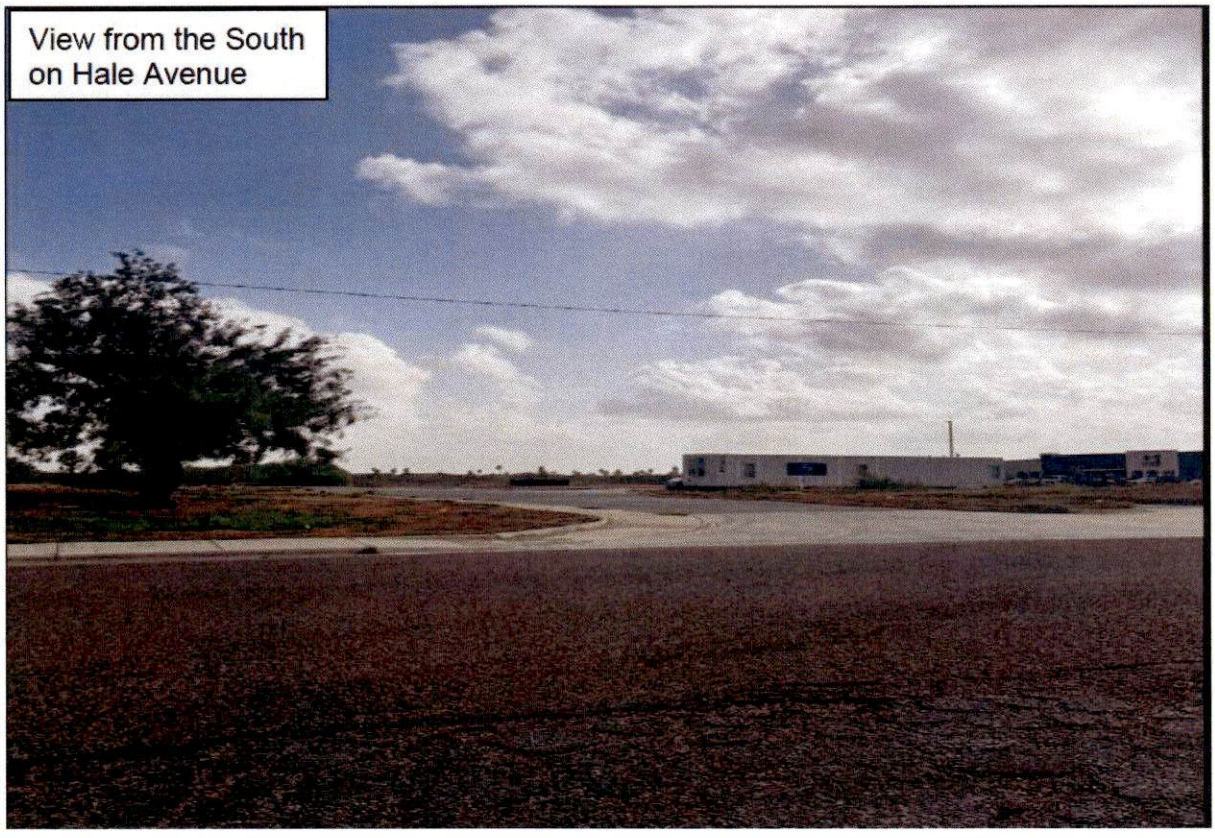
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Attachment V

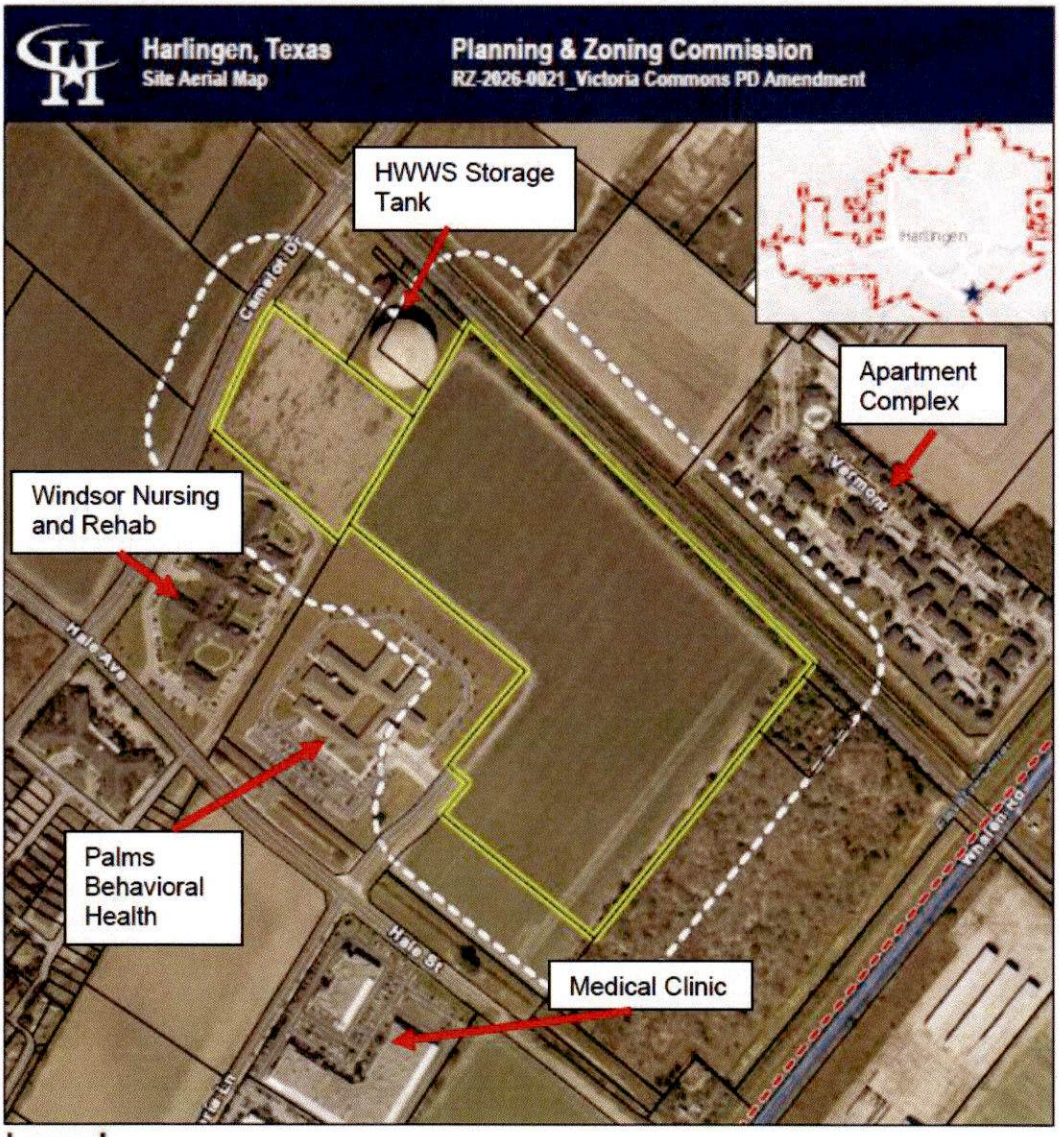
View from the west of Camelot Drive



View from the South on Hale Avenue



Attachment VI



Attachment VII

CITY OF HARLINGEN TEXAS

Planned Development ("PD") District Routing Slip

Applicant: Berenice Chapa c/o Development Corporation of Harlingen, Inc.

Phone No.: (956) 445-5212

Location: Located northeast of Camelot Drive and Victoria Lane

Project Description: Request to amend the previously approved Planned Development ("PD") District to allow a mixed-use development (commercial and multifamily) for properties bearing a legal description of 30.52-acre tract of land, more or less, out of Block 182, San Benito Land and Water Company Subdivision, Concepcion De Carricitos Grant.

Department: Building Permits and Inspections Division

Approval: _____YES _____ NO ___X__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 **09/17/2026**

Signature **Date**

Attachment VIII

Subdivision Review

Subdivision Name:	**Victoria Commons Phase II – 4rd Submittal**
Proposed Use:	**Adding Lot 7. Changing Lot 4 from general retail to parking lot. Lot 6 acreage changed.**
Location:	**Northeast of Hale Avenue**
Developer:	**Harlingen EDC**
Engineer:	**Halff Associates / (956) 664-0286** [redacted]

Approval: **__X__ Yes** **____ Yes with Comments** **____ No**

Comments: **1. No Comments**

Russell Knight, Asst. Fire Marshal Departmental Official Signature	**Fire Prevention** Department	**September 15, 2026** Date
(956) 216-5790 Contact Number	rknight@harlingentx.gov Contact E-mail	_____ Signature

Attachment IX

CITY OF HARLINGEN TEXAS

Planned Development ("PD") District Routing Slip

Applicant: Berenice Chapa c/o Development Corporation of Harlingen, Inc.

Phone No.: (956) 445-5212

Location: Located northeast of Camelot Drive and Victoria Lane

Project Description: Request to amend the previously approved Planned Development ("PD") District to allow a mixed-use development (commercial and multifamily) for properties bearing a legal description of 30.52-acre tract of land, more or less, out of Block 182, San Benito Land and Water Company Subdivision, Concepcion De Carricitos Grant.

Department: _____

Approval: __X__ YES _____ NO

Comments:

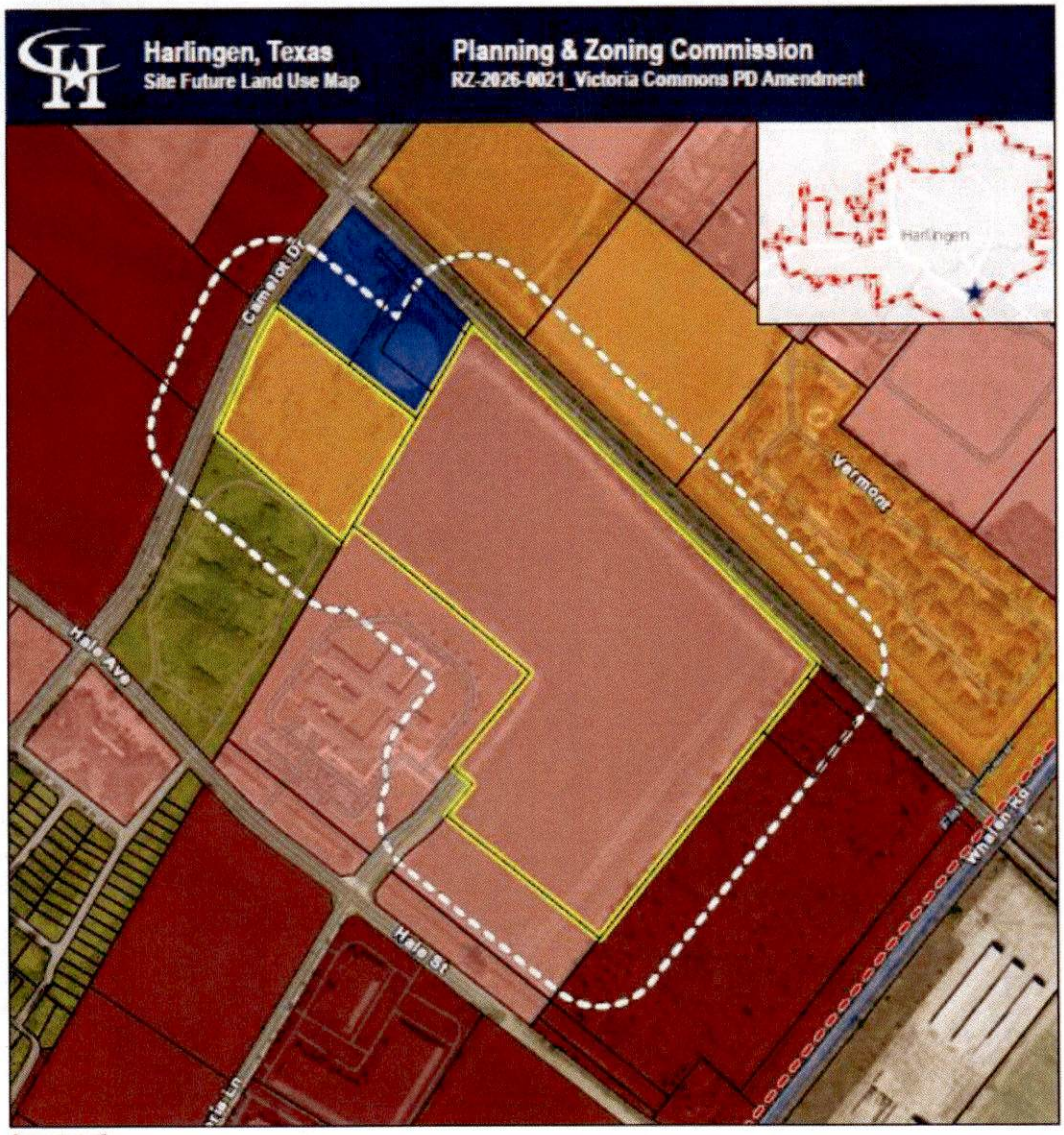
Nadia M. Lopez P.E.

Signature

9/17/26

Date

Attachment X



10d

CITY OF HARLINGEN
AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: October 7, 2026

Agenda Item:

Consider and take action on the first reading of an ordinance of the City of Harlingen, Texas, approving an amendment to the Project Plan and Reinvestment Zone Financing Plan for Reinvestment Zone Number Two, City of Harlingen, Texas, following a public hearing; approving and/or ratifying the Addendum to the Interlocal Agreement between the City of Harlingen and Cameron County; making findings, including a finding of feasibility; finding compliance with the Open Meetings Act; providing a severability clause; and providing an effective date.

Prepared By (Print Name): Beverly Loftus
Title: Chief Operating Officer
Signature: Beverly Jean Loftus

Brief Summary:

Following the public hearing, this ordinance approves the Amended Project and Finance Plan for Reinvestment Zone Number Two. At its October 5, 2026 meeting, the TIRZ #2 Board of Directors considered a resolution adopting the Amended Plan, ratifying the Addendum on behalf of the Zone, and recommending approval by the City Commission. Under Texas Tax Code Section 311.011(e), the amendment takes effect only upon approval by City Commission ordinance.

The Amended Plan incorporates the July 28, 2026 Addendum to the Interlocal Agreement with Cameron County, which extends the County's participation through December 31, 2035 at 50% of its maintenance and operations tax rate, conditioned on a private developer commencing construction in the Zone by December 31, 2029. It also updates the financial forecast and adds approximately $15,836,882 in eligible public infrastructure improvements. It does not change the Zone's boundaries, increase bonded indebtedness, or add property to be acquired by the City.

The ordinance finds that the Original Plan, as amended, is feasible; approves and ratifies the Addendum, which by its terms is subject to approval by the City Commission under Texas Tax Code Section 311.007; and takes effect upon adoption on second reading.

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:

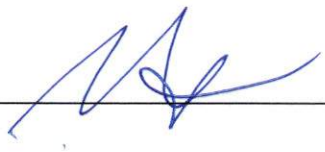
Finance Director's approval: [ ] Yes [ ] No [ ] N/A

Staff Recommendation:

Staff recommends approval.

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

Comments:

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

ORDINANCE NO. 2026-

AN ORDINANCE OF THE CITY OF HARLINGEN, TEXAS, APPROVING AN AMENDMENT TO THE PROJECT PLAN AND REINVESTMENT ZONE FINANCING PLAN FOR REINVESTMENT ZONE NUMBER TWO, CITY OF HARLINGEN, TEXAS, FOLLOWING A PUBLIC HEARING; MAKING FINDINGS, INCLUDING A FINDING OF FEASIBILITY; FINDING COMPLIANCE WITH THE OPEN MEETINGS ACT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Harlingen, Texas, a home-rule municipality (the "**City**"), has the authority under Chapter 311, Texas Tax Code, as amended (the "**Act**") to designate a contiguous or noncontiguous geographic area within the corporate limits or extraterritorial jurisdiction of the City as a tax increment reinvestment zone to promote development or redevelopment of the area if the governing body of the City (the "**City Commission**") determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future and the area satisfies the requirements of the Act; and

WHEREAS, on June 21, 2006, after publishing notice and holding a public hearing as required by the Act, the City Commission approved and adopted Ordinance No. [06-32] (the "Zone Creation Ordinance") designating Reinvestment Zone Number Two, City of Harlingen, Texas (the "Zone"); and

WHEREAS, on July 19, 2012, the City and Cameron County, Texas (the "County") entered into an Interlocal Agreement providing for the County's participation in the Zone, and on July 28, 2026, the City and the County executed an Addendum to the Interlocal Agreement (the "Addendum") that extends the County's participation through December 31, 2035, and reduces the County's contribution beginning with tax year 2028, subject to the conditions stated in the Addendum; and

WHEREAS, at the October 5, 2026, meeting of the Zone Board, the Zone Board adopted Resolution No. _____ adopting the Amended Project and Finance Plan for the Zone attached hereto as Exhibit A (the "Amended Plan") and recommending its approval by the City Commission; and

WHEREAS, Section 311.011(e) of the Act provides that an amendment to the project plan adopted by the Zone Board takes effect upon approval by the City Commission by ordinance; and

WHEREAS, because the Amended Plan decreases the percentage of tax increment to be contributed by the County and increases the total estimated project costs, Section 311.011(e) of the Act requires that the City Commission approve the Amended Plan by ordinance adopted after a public hearing that satisfies Sections 311.003(c) and (d) of the Act; and

WHEREAS, notice of the public hearing was published in the [Valley Morning Star], a newspaper of general circulation in the City, on September 30, 2026, which is not later than the

seventh day before the date of the hearing, as required by Section 311.003(c) of the Act; and

WHEREAS, on [October 7], 2026, the City Commission opened, conducted, and closed a public hearing on the Amended Plan, at which all interested persons were given the opportunity to speak for or against the Amended Plan; and

WHEREAS, the City Commission finds that approval of the Amended Plan is in the best interest of the City and its residents;

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

Section 1. Findings. The recitals, findings, and determinations contained in the preamble to this Ordinance are incorporated into the body of this Ordinance as if fully set forth in this Section and are hereby found and declared to be true and correct legislative findings and are adopted as part of this Ordinance for all purposes. The City Commission further finds that the Amended Plan (a) decreases the percentage of tax increment to be contributed by the County beginning with tax year 2028, as provided in the Addendum; (b) increases the total estimated project costs of the Zone; (c) does not reduce or increase the geographic area of the Zone, increase the amount of bonded indebtedness to be incurred, or designate additional property in the Zone to be acquired by the City; and (d) was approved by this Ordinance only after a public hearing that satisfies Sections 311.003(c) and (d) of the Act, as required by Section 311.011(e) of the Act. The City Commission further finds that the Original Plan, as amended by the Amended Plan, is feasible.

Section 2. Ratification of Addendum to the Interlocal Agreement. The City Commission hereby approves, ratifies, and confirms in all respects the Addendum to the Interlocal Agreement, a copy of which is attached hereto as **Exhibit B** and incorporated herein for all purposes.

Section 3. Amendment to Project and Finance Plan Adopted. The City Commission finds that the Amended Plan, attached hereto as **Exhibit A** and incorporated herein for all purposes, contains the information required by Section 311.011 of the Act. The City Commission approves the Amended Plan under Section 311.011(e) of the Act. The Original Plan remains in effect except as amended by the Amended Plan.

Section 4. Open Meetings. It is hereby found, determined, and declared that sufficient written notice of the date, hour, place and subject of the meeting of the City Commission at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public for the time required by law preceding its meeting, as required by Chapter 551 of the Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Commission further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 5. Severability. If any section, paragraph, sentence, clause, phrase, or word of this Ordinance, or its application to any person or circumstance, is held invalid by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance, and the City Commission declares that it would have adopted the remaining portions despite the invalidity.

Section 6. Effective Date. This Ordinance shall take effect immediately upon its final passage and adoption on second reading as provided by law.

PASSED AND APPROVED on first reading by the City Commission of the City of Harlingen, Texas at a duly posted meeting on _____, 2026.

PASSED, APPROVED, AND ADOPTED on second and final reading by the City Commission of the City of Harlingen, Texas at a duly posted meeting on _____, 2026.

CITY OF HARLINGEN, TEXAS

_____
Norma Sepulveda, Mayor

ATTEST:

Mayra Herrera, City Secretary

APPROVED AS TO FORM:

_____

Mark E. Sossi, City Attorney

EXHIBIT A
AMENDED PROJECT AND FINANCE PLAN

EXHIBIT B
ADDENDUM TO THE INTERLOCAL AGREEMENT

NOTICE OF PUBLIC HEARING

CITY OF HARLINGEN, TEXAS

PROPOSED AMENDMENT TO THE PROJECT PLAN AND REINVESTMENT ZONE FINANCING PLAN FOR REINVESTMENT ZONE NUMBER TWO, CITY OF HARLINGEN, TEXAS

NOTICE IS HEREBY GIVEN that the City Commission of the City of Harlingen, Texas, will hold a public hearing at [5:30 p.m.] on Wednesday, October 7, 2026, in the City Commission Chambers, [Harlingen City Hall, 118 E. Tyler Avenue], Harlingen, Texas. The hearing is held under Sections 311.011(e), 311.003(c), and 311.003(d) of the Texas Tax Code.

The purpose of the hearing is to consider an ordinance approving an amendment to the project plan and reinvestment zone financing plan for Reinvestment Zone Number Two, City of Harlingen, Texas (the "Zone"). The Zone encompasses property generally located in the area bounded by FM 801, FM 509, Expressway 77/83, and surrounding properties within the City of Harlingen, Cameron County, Texas.

The proposed amendment would:

(1) incorporate the Addendum to the Interlocal Agreement between the City of Harlingen and Cameron County, which extends Cameron County's participation in the Zone through December 31, 2035, and, beginning with tax year 2028, reduces Cameron County's contribution to 50 percent of the maintenance and operations portion of its tax rate;

(2) update the financial forecast for the Zone; and

(3) add eligible public infrastructure improvements, including storm drainage, water and sewer, roadway, landscape, trail and park, public parking, and public lighting improvements, increasing the total estimated project costs of the Zone by approximately $[15,836,882].

At the hearing, any interested person may speak for or against the proposed amendment. A copy of the proposed Amended Project and Finance Plan is available for public inspection in the Office of the City Secretary, [118 E. Tyler Avenue], Harlingen, Texas, during regular business hours.

Persons with disabilities who plan to attend and who may need auxiliary aids or services should contact the Office of the City Secretary at (956) 216-5006 at least 48 hours before the hearing.

Mayra Herrera
City Secretary, City of Harlingen, Texas

☐ PROOF O.K. BY: _____ ☐ O.K. WITH CORRECTIONS BY: _____

PLEASE READ CAREFULLY • SUBMIT CORRECTIONS ONLINE

TX-30287479 (100%)

ADVERTISER: CITY OF HARLINGEN-LEGALS PROOF CREATED AT: 9/25/2026 10:24:28 AM

SALES PERSON: TX724 NEXT RUN DATE: 09/30/26

SIZE: 5X9 PROOF DUE: 09/29/26 11:59:55

PUBLICATION: HA-Valley Morning Star

ADDENDUM TO INTERLOCAL AGREEMENT
TAX INCREMENT REINVESTMENT ZONE #2

This Addendum to the interlocal agreement (this "Addendum") is entered into between the CITY OF HARLINGEN, TEXAS, ("CITY"), a municipal corporation and home-rule city in the State of Texas principally situated in Cameron County, acting by and through its governing body, the Elective Commission of the City of Harlingen, Texas (City Commission) and on behalf of the TAX INCREMENT REINVESTMENT ZONE #2, CITY OF HARLINGEN, TEXAS, a separate reinvestment zone created by the CITY pursuant to Chapter 311 of the Texas Tax Code ("ZONE"), and Cameron County, a political subdivision of the State of Texas ("COUNTY"). Collectively, the City, County, and Zone may be referred to as the "PARTIES".

WHEREAS, the Parties entered into an Interlocal Agreement dated July 19, 2012, establishing the Parties' respective obligations with regard to the Tax Increment Reinvestment Zone #2 ("TIRZ #2"); and

WHEREAS, the Interlocal Agreement provides that the Parties may amend the Interlocal Agreement by written instrument duly approved and executed by each party; and,

WHEREAS, the Parties desire to amend the Interlocal Agreement to extend the term of COUNTY's participation in TIRZ#2 and reduce COUNTY's contribution during the term;

NOW, THEREFORE, the Parties do hereby agree as follows (except as otherwise expressly defined herein, all defined terms used in this Addendum shall have the same meaning as ascribed to such terms in the Agreement):

1. **EXTENSION:** Parties agree to extend TIRZ #2 from December 31, 2027, to December 31, 2035, *on the condition that* COUNTY contributions for this extension of its Tax Increment Fund are fifty percent (50%) of COUNTY's respective Maintenance and Operations portion of the Tax rate, not including the Road & Bridge or, Interest and Sinking portions of the tax rate, each year during the term of this Agreement.

2. **TERMINATION:** Notwithstanding anything in the Agreement and this Addendum, the extension will automatically terminate, and COUNTY's contributions will be refunded, should a private developer within TIRZ #2 fail to commence construction by December 31, 2029. "Commence construction" is defined as tangible and physical alterations to the land or structure, such as excavation and foundation work, and not mere site clearing nor preliminary planning.

Full Force and Effect. Any and all of the terms and provisions of the Agreement shall, except as expressly amended and modified hereby, remain in full force and effect.

This Addendum is subject to the approval of an appropriate ordinance, resolution, or order of the City Commission and the Cameron County Commissioner's Court in accordance with Texas Tax Code, section 311.007.

IN WITNESS HEREOF, the CITY OF HARLINGEN and CAMERON COUNTY have made and executed this Agreement in triplicate originals on this 28th Day July, 2026.

City of Harlingen, Texas

By: _____
Norma Sepulveda, Mayor

Attest:

By: _____
Mayra Herrera, City Secretary

Cameron County

By: _____
Eddie Treviño, Jr., County Judge

Attest:

By: _____
Sylvia Garza-Perez, County Clerk

COMMISSIONER'S COURT CAMERON COUNTY, TEXAS

CITY OF HARLINGEN TAX INCREMENT REINVESTMENT ZONE

AMENDED PROJECT PLAN AND FINANCE PLAN

October 2026

TAX INCREMENT FINANCING REINVESTMENT ZONE NO. 2

CITY OF HARLINGEN, TEXAS

PROJECT PLAN – HARLINGEN TIF NO. 2

October 2026

The City of Harlingen, Texas established Tax Increment Financing Reinvestment Zone Number Two, City of Harlingen, Texas ("TIRZ #2"), in June 2006 pursuant to Ordinance No. 06-32 for the purpose of providing funds for public infrastructure necessary to encourage and accelerate residential and commercial development within the designated area of the City.

In July 2012, Cameron County ("County") agreed to participate in TIRZ #2 pursuant to Interlocal Agreement No. 2012C08262. In July 2026, the County agreed to extend its participation in TIRZ #2 through 2035 pursuant to an Addendum to the Interlocal Agreement (No. 2026C07399). Exhibit 1.

PURPOSE OF AMENDMENT

The purpose of this document is to amend the TIRZ #2 Project Plan and Finance Plan originally adopted in 2006. The principal amendments are:

1. Cameron County extends its participation in TIRZ #2 through 2035.
2. Beginning in 2028, Cameron County reduces its contribution to 50 percent of its maintenance and operations tax rate not including the Road & Bridge or, Interest and Sinking portions of the tax rate, each year during the term of the Agreement.
3. The revenue forecast is updated to account for anticipated development within the Zone, including a proposed mixed use development located of approximately 70 acres, generally bounded by the railroad right-of-way on the north, N. Ed Carey Drive (FM 499) on the west, Hale Street on the south, and undeveloped land west of N. Whalen Road on the east, and traversed by Camelot Drive, excluding the existing developed parcels within those limits, within the Zone and known as "Project Organic," as shown in Exhibit 2.
4. The financial assumptions and projected TIRZ revenues are updated through the remaining term of the Zone.
5. The Project Plan is amended to include additional eligible public infrastructure improvements listed in this plan and as identified in Exhibit 3.

The TIRZ will continue to have a thirty-year term, extending from 2006 through 2035. The City of Harlingen's contribution will remain at 80 percent. Beginning in 2028, Cameron County will contribute 50 percent of its maintenance and operations tax rate not including the Road & Bridge or, Interest and Sinking portions of the tax rate, each year during the term of the Agreement.

The updated financial forecast uses the 2006 baseline taxable value of $83,657,582 and holds the 2025 tax rates constant for the duration of the updated forecast. A 3.0 percent annual inflation and appreciation rate is used for construction costs and the value of improvements. The forecast also considers future development patterns, including projects under construction or in the design phase.

FINANCE PLAN – HARLINGEN TIF NO. 2

FINANCIAL FORECAST SUMMARY

The TIRZ #2 account balance through FY 2025 is $4,875,411. The updated forecast prepared by TXP, Inc. projects the following TIRZ revenue:

Participating Entity	Projected TIRZ Revenue
City of Harlingen	$7,166,776
Cameron County	$3,313,303

ADDITIONAL ELIGIBLE PROJECT COSTS

Exhibit E of the Project Plan is amended to include additional eligible public infrastructure improvements. Exhibit 3. Estimates prepared by Halff identify the following total costs, including 30 percent contingency where applicable:

Summary of Additional Eligible Project Costs

Improvement	Estimated Total
Storm Utility Improvements	$5,020,185.48
General Utility Improvements	$812,677.88
Roadway Improvements	$2,722,822.70
Landscape Improvements	$6,823,835.20
Common Parking Improvements	$457,360.80
Total Estimated Additional Project Costs	**$15,836,882.06**

The total estimated project costs in the 2006 Project Plan were $15,600,000. This amendment adds $15,836,882.06 in estimated project costs, for a new total estimated project cost of $31,436,882.06.

The quantities and estimated costs identified above are order-of-magnitude estimates. As described under "Flexibility in Project Scope, Quantities, and Costs" below.

The amended Project Plan and Finance Plan is intended to be read in conjunction with the original 2006 Project Plan and Finance Plan and applicable subsequent agreements and ordinances. The proposed amendments are subject to consideration and approval by the TIRZ #2 Board and the Harlingen City Commission in accordance with applicable law.

Background

In June 2006, the City of Harlingen, Texas ("City"), by Ordinance No. 06-32, approved the creation of Tax Increment Financing Reinvestment Zone Number Two, City of Harlingen, Texas ("TIRZ #2"). TIRZ #2 was established to provide funds for the public infrastructure necessary to encourage and accelerate residential and commercial development in selected areas of the City. In July 2012, Cameron County ("County") agreed to participate in TIRZ #2 pursuant to an interlocal agreement (No. 2012C08262).

Table 1: Taxing Jurisdictions Participating in TIRZ #2

Entity	Years	% Contribution	Tax Rate
City of Harlingen	2006 to 2035	80%	M&O + I&S
Cameron County	2012 to 2027	100%	M&O + I&S + R&B

Source: TXP, Inc.

In July 2026, the County agreed to extend participation in TIRZ #2 through 2035 pursuant to an Addendum to the Interlocal Agreement (No. 2026C07399). Exhibit 1.

Table 2: Taxing Jurisdictions Participating in TIRZ #2 – Extension

Entity	Years	% Contribution	Tax Rate
City of Harlingen	2006 to 2035	80%	M&O + I&S
Cameron County	2012 to 2027	100%	M&O + I&S + R&B
Cameron County	2028 to 2035	50%	M&O

Source: TXP, Inc.

County Refund Condition. Under the Addendum, the extension of the County's participation in TIRZ #2 will automatically terminate, and the County's contributions made during the extension period (2028 through 2035) will be refunded to the County, if a private developer within TIRZ #2 fails to commence construction by December 31, 2029. County contributions made from 2012 through 2027 are not subject to refund. Table 6 shows the projected TIRZ #2 balance with and without the County's contributions after 2027.

Purpose of this Document

This document is designed to meet the legal requirements of amending the TIRZ #2 final project and finance plan. Texas Tax Code allows the governing body of the municipality or county that designated the TIRZ to amend the plan after notice and hearing in the manner provided for the designation of the zone. Any changes to this plan will need to be documented and approved by the TIRZ Board and Harlingen City Commission.

The major changes and updates to the 2006 project and finance plan include:

- Cameron County extends participation in the TIRZ through 2035
- Cameron County reduces its TIRZ contribution between 2028 and 2035
- The revenue forecast takes into account Project Organic
- Increase the total estimated project costs

Financial Forecast Assumptions

The following information and data will replace Table 2 - Annual Incremental Funds Provided for TIF No. 2 Years 2006-2035 on page 4 of the 2006 finance plan.

- **TIRZ Duration** – The TIRZ will have a 30-year lifespan (2006 to 2035)

- **TIRZ Allocation** – After 2027, Cameron County will reduce its contribution to 50.0 percent of just the maintenance and operations (M&O) tax rate. The City of Harlingen's tax rate contribution will remain at 80.0 percent.

- **Tax Rate** – While tax rates do change over time, the 2025 tax rates were held constant for the duration of the updated TIRZ.

- **Existing Properties** – The 2006 baseline property value of the TIRZ is $83,657,582.

- **Real Property** – Only taxable real property values are included in the tax increment calculations. By law, business personal property values are excluded from TIRZ.

- **Inflation & Appreciation Rate** – The inflation rate used for construction costs and the value of improvements is 3.0 percent per year.

- **Future Development Patterns** – To provide an order of magnitude estimate, the forecast is based on projects under construction or in the design phase (ex. Project Organic).

Financial Forecast Summary Results

The following tables depict the anticipated revenue. The TIRZ #2 account balance through FY 2025 is **$4,875,411**.

Table 3: Projected TIRZ #2 Revenue – City of Harlingen

Year	Fiscal Year	Taxable Value	Increment Value	Tax Rate per $100	TIRZ % Allocation	TIRZ Revenue
2026	2027	$166,644,791	$82,987,209	0.526060	80%	$349,250
2027	2028	$173,283,225	$89,625,643	0.526060	80%	$377,188
2028	2029	$215,755,835	$132,098,253	0.526060	80%	$555,933
2029	2030	$229,210,696	$145,553,114	0.526060	80%	$612,557
2030	2031	$257,031,644	$173,374,062	0.526060	80%	$729,641
2031	2032	$271,029,040	$187,371,458	0.526060	80%	$788,549
2032	2033	$288,086,709	$204,429,127	0.526060	80%	$860,336
2033	2034	$303,483,399	$219,825,817	0.526060	80%	$925,133
2034	2035	$312,758,583	$229,101,001	0.526060	80%	$964,167
2035	2036	$322,228,793	$238,571,211	0.526060	80%	$1,004,022
						$7,166,776

Source: TXP, Inc.

Table 4: Projected TIRZ #2 Revenue – Cameron County

Year	Fiscal Year	Taxable Value	Increment Value	TIRZ % Allocation	Tax Rate per $100	TIRZ Revenue
2026	2027	$166,644,791	$82,987,209	100%	0.424393	$352,192
2027	2028	$173,283,225	$89,625,643	100%	0.424393	$380,365
2028	2029	$215,755,835	$132,098,253	50%	0.337281	$222,771
2029	2030	$229,210,696	$145,553,114	50%	0.337281	$245,461
2030	2031	$257,031,644	$173,374,062	50%	0.337281	$292,379
2031	2032	$271,029,040	$187,371,458	50%	0.337281	$315,984
2032	2033	$288,086,709	$204,429,127	50%	0.337281	$344,750
2033	2034	$303,483,399	$219,825,817	50%	0.337281	$370,715
2034	2035	$312,758,583	$229,101,001	50%	0.337281	$386,357
2035	2036	$322,228,793	$238,571,211	50%	0.337281	$402,328
						$3,313,303

Source: TXP, Inc.

Table 5: Projected TIRZ #2 Revenue – Combined

Year	Existing Balance	Increment Value	City of Harlingen	Cameron County	Cumulative Balance
2025	$4,875,411	N.A.	N.A.	N.A.	$4,875,411
2026	N.A.	$82,987,209	$349,250	$352,192	$5,576,853
2027	N.A.	$89,625,643	$377,188	$380,365	$6,334,406
2028	N.A.	$132,098,253	$555,933	$222,771	$7,113,110
2029	N.A.	$145,553,114	$612,557	$245,461	$7,971,128
2030	N.A.	$173,374,062	$729,641	$292,379	$8,993,149
2031	N.A.	$187,371,458	$788,549	$315,984	$10,097,682
2032	N.A.	$204,429,127	$860,336	$344,750	$11,302,768
2033	N.A.	$219,825,817	$925,133	$370,715	$12,598,616
2034	N.A.	$229,101,001	$964,167	$386,357	$13,949,140
2035	N.A.	$238,571,211	$1,004,022	$402,328	$15,355,490

Source: TXP, Inc.

Table 6 shows the projected TIRZ #2 cumulative balance with and without Cameron County's contributions after 2027, reflecting the refund condition in the Addendum.

Table 6: Projected TIRZ #2 Cumulative Balance – With and Without Cameron County Contributions After 2027

Year	City of Harlingen	Cameron County (With)	Cumulative Balance (With County)	Cameron County (Without)	Cumulative Balance (Without County)
2025	N.A.	N.A.	$4,875,411	N.A.	$4,875,411
2026	$349,250	$352,192	$5,576,853	$352,192	$5,576,853
2027	$377,188	$380,365	$6,334,406	$380,365	$6,334,406
2028	$555,933	$222,771	$7,113,110	$0	$6,890,338
2029	$612,557	$245,461	$7,971,128	$0	$7,502,896
2030	$729,641	$292,379	$8,993,149	$0	$8,232,537
2031	$788,549	$315,984	$10,097,682	$0	$9,021,086
2032	$860,336	$344,750	$11,302,768	$0	$9,881,422
2033	$925,133	$370,715	$12,598,616	$0	$10,806,555
2034	$964,167	$386,357	$13,949,140	$0	$11,770,722
2035	$1,004,022	$402,328	$15,355,490	$0	$12,774,744
Total	$7,166,776	$3,313,303	$15,355,490	$732,557	$12,774,744

Source: TXP, Inc.

Bonded Indebtedness, Timing of Project Costs, and Economic Feasibility

Estimated Bonded Indebtedness – None. The City does not anticipate issuing bonds or other obligations to finance project costs under this amended plan. Project costs will be paid from the TIRZ #2 Tax Increment Fund as tax increment becomes available.

Estimated Timing of Project Costs – Project costs are expected to be incurred between 2027 and 2035, as development within Project Organic proceeds and tax increment becomes available.

Economic Feasibility – Based on the updated forecast prepared by TXP, Inc., the amended plan is economically feasible. TIRZ #2 is projected to accumulate approximately $15,355,490 through 2035, including the existing balance of $4,875,411 (Table 5). The estimated additional project costs of $15,836,882.06 include a 30 percent contingency of $3,654,665.09, which exceeds the projected difference of approximately $481,392 between estimated project costs and the projected balance. If the County's contributions after 2027 are refunded under the Addendum, the projected balance is approximately $12,774,744 (Table 6), and project costs would be reduced, phased, or deferred accordingly. Project costs will be paid only as tax increment becomes available.

Project Plan Amendment

Exhibit E on pages 7 and 8 of the Project Plan will be amended to include the following eligible costs.

Table 7: Estimated Storm Utility Improvements

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Earthwork - Detention Pond (Cut)	CY	104,253	$20.00	$2,085,060.00
2	Construction Staking	LS	1	$19,382.10	$19,382.10
3	Erosion Control	LS	1	$19,382.10	$19,382.10
4	24" Gasket Sealed RCP (Class III)	LF	699	$165.00	$115,335.00
5	30" Gasket Sealed RCP (Class III)	LF	1,006	$200.00	$201,200.00
6	36" Gasket Sealed RCP (Class III)	LF	990	$225.00	$222,750.00
7	48" Gasket Sealed RCP (Class III)	LF	622	$250.00	$155,500.00
8	60" Gasket Sealed RCP (Class III)	LF	1,686	$350.00	$590,100.00
9	Type A Inlet	EA	1	$4,000.00	$4,000.00
10	Type A MOD II Inlet	EA	5	$5,500.00	$27,500.00
11	Junction Box (6' X 6')	EA	2	$5,500.00	$11,000.00
12	Type F Inlet	EA	10	$5,500.00	$55,000.00
13	Grate Inlet	EA	1	$4,000.00	$4,000.00
14	Junction Box w/ Curb Opening	EA	3	$15,000.00	$45,000.00
15	Junction Box (8' X 8')	EA	1	$12,000.00	$12,000.00
16	12' X 12' Junction Box	EA	1	$182,000.00	$182,000.00
17	Type CC Inlet	EA	2	$4,000.00	$8,000.00
18	30" Sloped End Treatment	EA	2	$14,000.00	$28,000.00
19	48" Sloped End Treatment	EA	1	$16,000.00	$16,000.00
20	60" Sloped End Treatment	EA	1	$20,000.00	$20,000.00
21	Trench Protection RCP	LF	4932	$2.80	$14,008.40
22	Connect To Existing Storm System W/ Manhole	EA	2	$7,106.77	$14,213.54
Sub Total					**$3,861,681.14**
30% CONTINGENCY					$1,158,504.34
TOTAL					$5,020,185.48

Source: Halff

Table 8: General Utility Improvements

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	8" PVC C900 DR18 (including misc. fittings)	LF	4699	$50.00	$234,950.00
2	Connecting to Existing Water/Tapping Sleeve and Valve	EA	6	$5,479.00	$32,874.00
3	Fire Hydrants	EA	15	$6,000.00	$90,000.00
4	Water Service Lines	EA	14	$1,096.00	$15,344.00
5	8" PVC SDR-26 (including misc. fittings)	LF	2787	$41.09	$114,517.83
6	Connecting to Existing Sewer Line	EA	4	$5,479.00	$21,916.00
7	Sewer Service Lines	EA	11	$685.00	$7,535.00
8	Conflict Manhole	EA	2	$9,000.00	$18,000.00
9	48" Fiberglass Manhole	EA	15	$6,000.00	$90,000.00
Sub Total					$625,136.83
30% CONTINGENCY					$187,541.05
TOTAL					$812,677.88

Source: Halff

Table 9: Roadway Improvements

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Demolition/ Site Preparation	LS	1	$29,044.00	$29,044.00
2	Curb and Gutter	LF	8106	$34.50	$279,657.00
3	Earthwork- Site Fill	CY	80659	$10.00	$806,590.00
4	HMAC	SY	9290	$45.20	$419,908.00
5	Flexible Base	SY	9290	$16.45	$152,820.50
6	Lime Treated Subgrade	SY	9290	$20.55	$190,909.50
7	5' Sidewalk	SY	4066	$45.00	$182,970.00
8	Conc. Driveway	SY	543	$60.00	$32,580.00
Sub Total					$2,094,479.00
30% CONTINGENCY					$628,343.70
TOTAL					$2,722,822.70

Source: Halff

Table 10: Landscape Improvements

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	10ft Wide Decomposed Granite Trail	LS	1	$868,250.00	$868,250.00
2	Detention Park & Lighting	LS	1	$2,944,096.00	$2,944,096.00
3	Public Play Park Enhancements	LS	1	$936,758.00	$936,758.00
4	Public Lighting				$500,000
Sub Total					$5,249,104.00
30% CONTINGENCY					$1,574,731.20
TOTAL					$6,823,835.20

Source: Halff

Table 11: Common Parking Improvements

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	HMAC	SY	4280	$45.20	$193,456.00
2	Flexible Base	SY	4280	$16.45	$70,406.00
3	Lime Treated Subgrade	SY	4280	$20.55	$87,954.00
Sub Total					$351,816.00
30% CONTINGENCY					$105,544.80
TOTAL					$457,360.80

Source: Halff

Flexibility in Project Scope, Quantities, and Costs

The public infrastructure improvements, quantities, and cost estimates identified in Tables 7 through 11 of this Plan, and in Exhibit 3, are good-faith estimates prepared by Halff based on information available as of the date of this Plan. Actual quantities, unit costs, and the specific items of public infrastructure ultimately constructed may vary as final engineering, design, permitting, bidding, and construction proceed.

Accordingly, within each category of project costs listed in this Plan (Storm Utility Improvements, General Utility Improvements, Roadway Improvements, Landscape Improvements, including Public Lighting and Public Play Area enhancements, and Common Parking Improvements), the quantities, unit costs, and total costs of the individual improvements identified in this Plan may vary without further amendment of this Plan, provided that the improvement: (i) is within a category of project costs listed in this Plan; (ii) constitutes a "project cost" under Chapter 311 of the Texas Tax Code and is public infrastructure located within, or necessary to serve, the Zone; and (iii) does not cause the total estimated project costs stated in this Plan to be exceeded.

This section does not affect the requirement that any extension of the term of the Zone, or any other amendment outside the scope described above, be undertaken in accordance with Chapter 311 of the Texas Tax Code.

List of Exhibits:

Exhibit 1 – Addendum to the Interlocal Agreement (No. 2026C07399)
Exhibit 2 – Project Organic Location Map
Exhibit 3 – Additional Eligible Public Infrastructure Improvements

Exhibit 1

ADDENDUM TO INTERLOCAL AGREEMENT
TAX INCREMENT REINVESTMENT ZONE #2

This Addendum to the interlocal agreement (this "Addendum") is entered into between the CITY OF HARLINGEN, TEXAS, ("CITY"), a municipal corporation and home-rule city in the State of Texas principally situated in Cameron County, acting by and through its governing body, the Elective Commission of the City of Harlingen, Texas (City Commission) and on behalf of the TAX INCREMENT REINVESTMENT ZONE #2, CITY OF HARLINGEN, TEXAS, a separate reinvestment zone created by the CITY pursuant to Chapter 311 of the Texas Tax Code ("ZONE"), and Cameron County, a political subdivision of the State of Texas ("COUNTY"). Collectively, the City, County, and Zone may be referred to as the "PARTIES".

WHEREAS, the Parties entered into an Interlocal Agreement dated July 19, 2012, establishing the Parties' respective obligations with regard to the Tax Increment Reinvestment Zone #2 ("TIRZ #2"); and

WHEREAS, the Interlocal Agreement provides that the Parties may amend the Interlocal Agreement by written instrument duly approved and executed by each party; and,

WHEREAS, the Parties desire to amend the Interlocal Agreement to extend the term of COUNTY's participation in TIRZ#2 and reduce COUNTY's contribution during the term;

NOW, THEREFORE, the Parties do hereby agree as follows (except as otherwise expressly defined herein, all defined terms used in this Addendum shall have the same meaning as ascribed to such terms in the Agreement):

1. **EXTENSION:** Parties agree to extend TIRZ #2 from December 31, 2027, to December 31, 2035, *on the condition that* COUNTY contributions for this extension of its Tax Increment Fund are fifty percent (50%) of COUNTY's respective Maintenance and Operations portion of the Tax rate, not including the Road & Bridge or, Interest and Sinking portions of the tax rate, each year during the term of this Agreement.

2. **TERMINATION:** Notwithstanding anything in the Agreement and this Addendum, the extension will automatically terminate, and COUNTY's contributions will be refunded, should a private developer within TIRZ #2 fail to commence construction by December 31, 2029. "Commence construction" is defined as tangible and physical alterations to the land or structure, such as excavation and foundation work, and not mere site clearing nor preliminary planning.

Full Force and Effect. Any and all of the terms and provisions of the Agreement shall, except as expressly amended and modified hereby, remain in full force and effect.

This Addendum is subject to the approval of an appropriate ordinance, resolution, or order of the City Commission and the Cameron County Commissioner's Court in accordance with Texas Tax Code, section 311.007.

IN WITNESS HEREOF, the CITY OF HARLINGEN and CAMERON COUNTY have made and executed this Agreement in triplicate originals on this 28th Day July, 2026.

City of Harlingen, Texas

By: _____
Norma Sepulveda, Mayor

Attest:

By: _____
Mayra Herrera, City Secretary

Cameron County

By: _____
Eddie Treviño, Jr., County Judge

Attest:

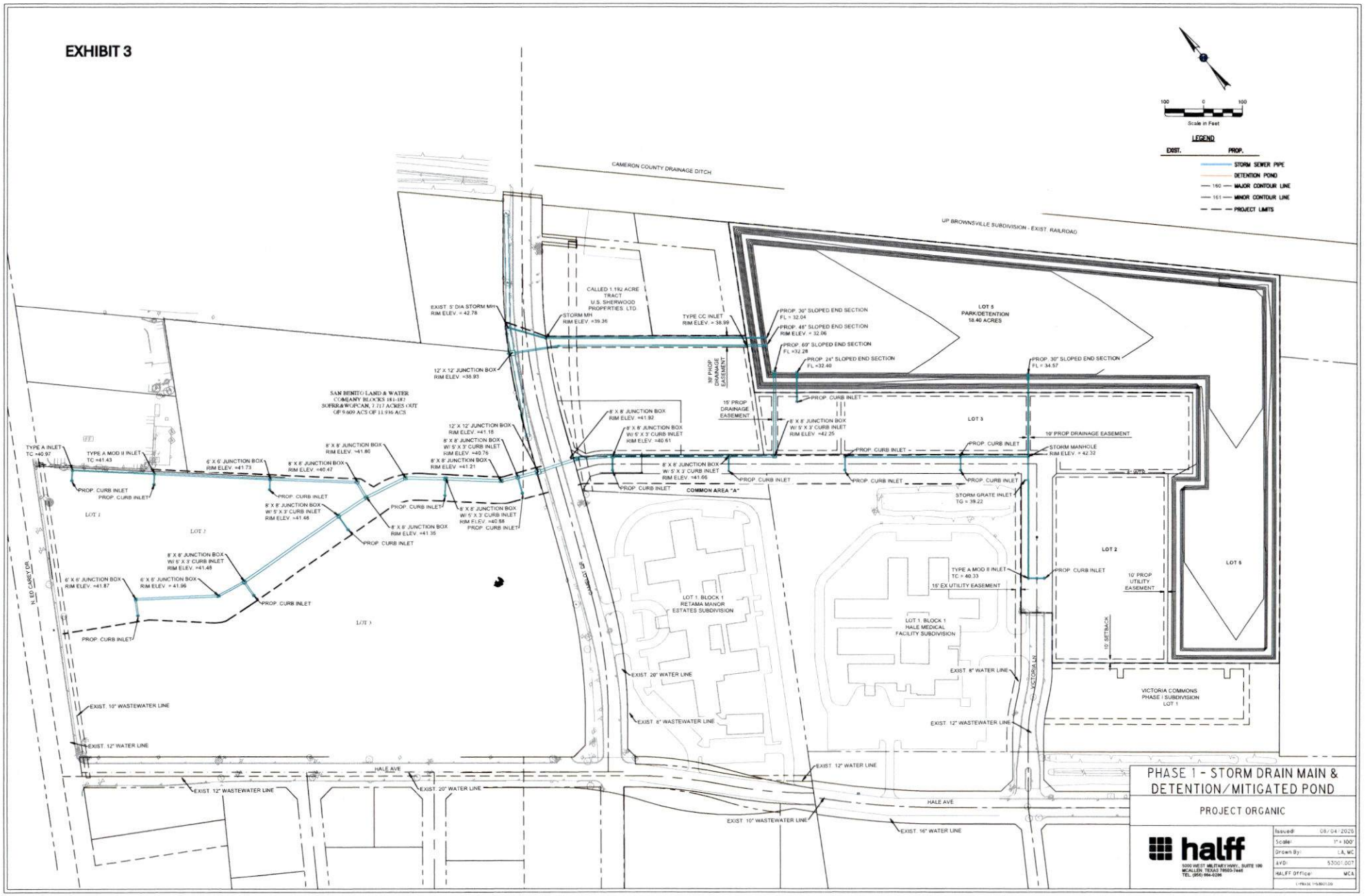
By: _____
Sylvia Garza-Perez, County Clerk

COMMISSIONER'S COURT CAMERON COUNTY, TEXAS



Project Organic Area Map

EXHIBIT 3

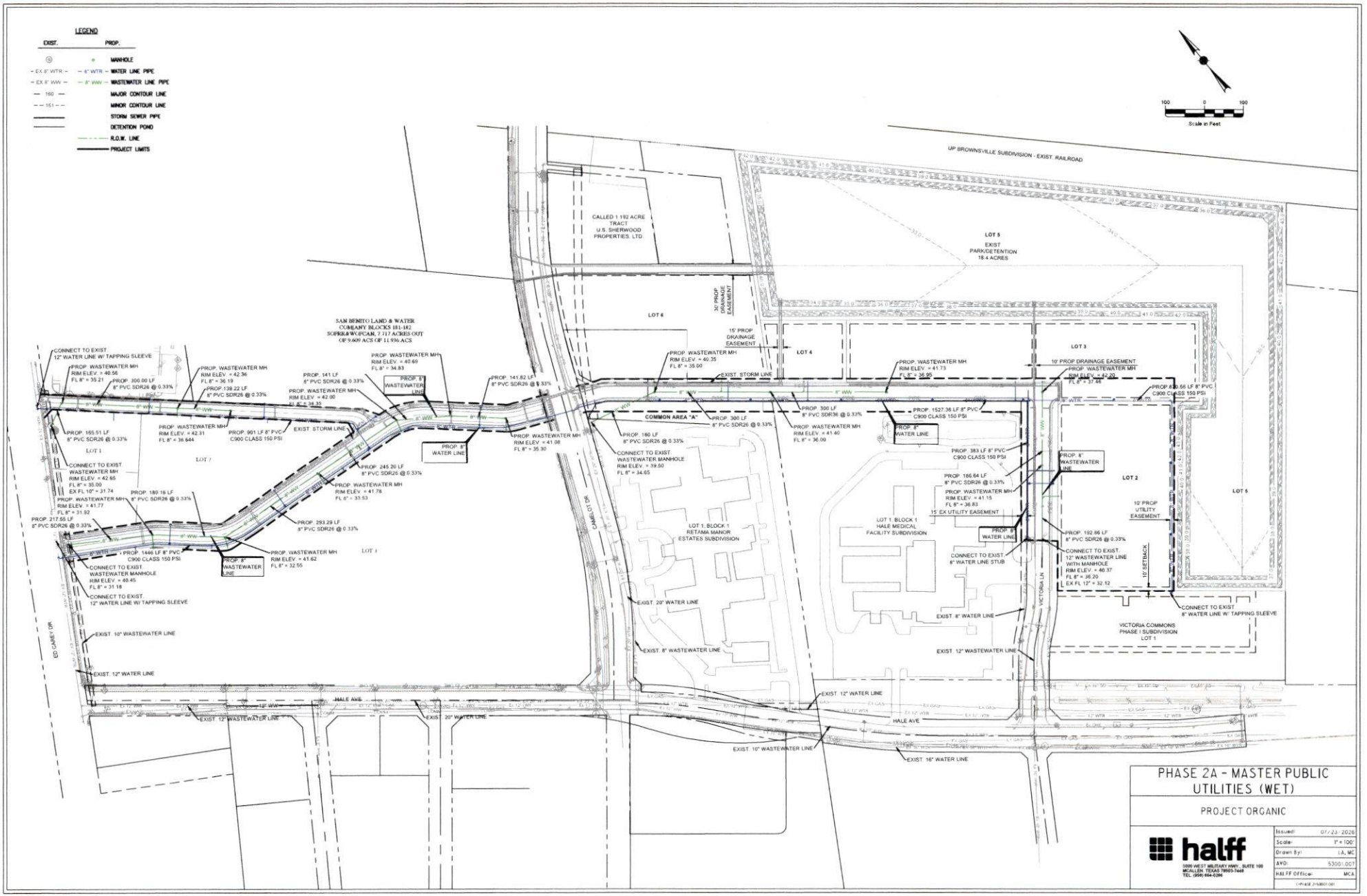


PHASE 1 - STORM DRAIN MAIN & DETENTION/MITIGATED POND

PROJECT ORGANIC

halff
5000 WEST MILITARY HWY., SUITE 100
MCALLEN, TEXAS 78503-7446
TEL. (956) 994-0296

Issued:	08/04/2026
Scale:	1" = 100'
Drawn By:	LA, MC
AVD:	53001.007
HALFF Office:	MCA


LEGEND
EXIST.
PROP.
MANHOLE
8" WTR
WATER LINE PIPE
8" WW
WASTEWATER LINE PIPE
MAJOR CONTOUR LINE
MINOR CONTOUR LINE
STORM SEWER PIPE
DETENTION POND
R.O.W. LINE
PROJECT LIMITS
100
0
100
Scale in Feet
UP BROWNSVILLE SUBDIVISION - EXIST. RAILROAD
CALLED 1.192 ACRE TRACT U.S. SHERWOOD PROPERTIES, LTD.
LOT 5 EXIST PARK/DETENTION 18.4 ACRES
30' PROP DRAINAGE EASEMENT
15' PROP DRAINAGE EASEMENT
SAN BENITO LAND & WATER COMPANY BLOCKS 181-182 SURVEY WOOCAN, 7.717 ACRES OUT OF 9.609 ACS OF 11.936 ACS
LOT 6
LOT 4
LOT 3
LOT 2
LOT 1
COMMON AREA "A"
10' PROP DRAINAGE EASEMENT
12' PROP UTILITY EASEMENT
15' EX UTILITY EASEMENT
CONNECT TO EXIST. 12" WATER LINE W/ TAPPING SLEEVE
PROP. WASTEWATER MH RIM ELEV. = 40.56 FL 8" = 35.21
PROP. 300.00 LF 8" PVC SDR26 @ 0.33%
PROP. WASTEWATER MH RIM ELEV. = 42.36 FL 8" = 36.19
PROP. 139.22 LF 8" PVC SDR26 @ 0.33%
PROP. 141 LF 8" PVC SDR26 @ 0.33%
PROP. WASTEWATER MH RIM ELEV. = 42.00 FL 8" = 34.35
PROP. WASTEWATER MH RIM ELEV. = 40.69 FL 8" = 34.83
PROP. 8" WASTEWATER LINE
PROP. 141.82 LF 8" PVC SDR26 @ 0.33%
PROP. WASTEWATER MH RIM ELEV. = 41.08 FL 8" = 35.30
PROP. 165.51 LF 8" PVC SDR26 @ 0.33%
PROP. WASTEWATER MH RIM ELEV. = 42.31 FL 8" = 36.644
PROP. 901 LF 8" PVC C900 CLASS 150 PSI
EXIST. STORM LINE
CONNECT TO EXIST WASTEWATER MH RIM ELEV. = 42.65 FL 8" = 35.00 EX FL 10" = 31.74
PROP. 180.18 LF 8" PVC SDR26 @ 0.33%
PROP. WASTEWATER MH RIM ELEV. = 41.77 FL 8" = 31.92
PROP. 217.55 LF 8" PVC SDR26 @ 0.33%
PROP. 245.20 LF 8" PVC SDR26 @ 0.33%
PROP. WASTEWATER MH RIM ELEV. = 41.78 FL 8" = 33.53
PROP. 293.29 LF 8" PVC SDR26 @ 0.33%
PROP. 1446 LF 8" PVC C900 CLASS 150 PSI
PROP. 8" WASTEWATER LINE
PROP. WASTEWATER MH RIM ELEV. = 41.62 FL 8" = 32.55
CONNECT TO EXIST. WASTEWATER MANHOLE RIM ELEV. = 40.45 FL 8" = 31.18
CONNECT TO EXIST. 12" WATER LINE W/ TAPPING SLEEVE
EXIST. 10" WASTEWATER LINE
EXIST. 12" WATER LINE
ED CAREY DR
HALE AVE
EXIST. 12" WASTEWATER LINE
EXIST. 20" WATER LINE
CAMELOT DR
CONNECT TO EXIST WASTEWATER MANHOLE RIM ELEV. = 39.50 FL 8" = 34.65
PROP. 180 LF 8" PVC SDR26 @ 0.33%
PROP. 300 LF 8" PVC SDR26 @ 0.33%
PROP. WASTEWATER MH RIM ELEV. = 40.35 FL 8" = 35.00
EXIST. STORM LINE
PROP. 300 LF 8" PVC SDR36 @ 0.33%
PROP. WASTEWATER MH RIM ELEV. = 41.40 FL 8" = 36.00
PROP. 8" WATER LINE
PROP. 1527.36 LF 8" PVC C900 CLASS 150 PSI
PROP. 383 LF 8" PVC C900 CLASS 150 PSI
PROP. 186.64 LF 8" PVC SDR26 @ 0.33%
PROP. WASTEWATER MH RIM ELEV. = 41.15 FL 8" = 36.83
LOT 1, BLOCK 1 RETAMA MANOR ESTATES SUBDIVISION
LOT 1, BLOCK 1 HALE MEDICAL FACILITY SUBDIVISION
PROP. 8" WATER LINE
CONNECT TO EXIST 8" WATER LINE STUB
EXIST. 8" WATER LINE
EXIST. 8" WASTEWATER LINE
EXIST. 12" WASTEWATER LINE
EXIST. 12" WATER LINE
EXIST. 10" WASTEWATER LINE
EXIST. 16" WATER LINE
PROP. WASTEWATER MH RIM ELEV. = 41.73 FL 8" = 36.95
PROP. WASTEWATER MH RIM ELEV. = 42.20 FL 8" = 37.46
PROP. 830.56 LF 8" PVC C900 CLASS 150 PSI
PROP. 8" WASTEWATER LINE
PROP. 192.86 LF 8" PVC SDR26 @ 0.33%
CONNECT TO EXIST. 12" WASTEWATER LINE WITH MANHOLE RIM ELEV. = 40.37 FL 8" = 36.20 EX FL 12" = 32.12
10' SETBACK
CONNECT TO EXIST 8" WATER LINE W/ TAPPING SLEEVE
VICTORIA COMMONS PHASE I SUBDIVISION LOT 1
VICTORIA LN
PHASE 2A - MASTER PUBLIC UTILITIES (WET)
PROJECT ORGANIC
halff
1000 WEST MILITARY HWY., SUITE 100
MCALLEN, TEXAS 78503-7448
TEL. (956) 664-0266
Issued: 07/23/2026
Scale: 1" = 100'
Drawn By: LB, MC
AVO: 53001.007
HALFF Office: MCA

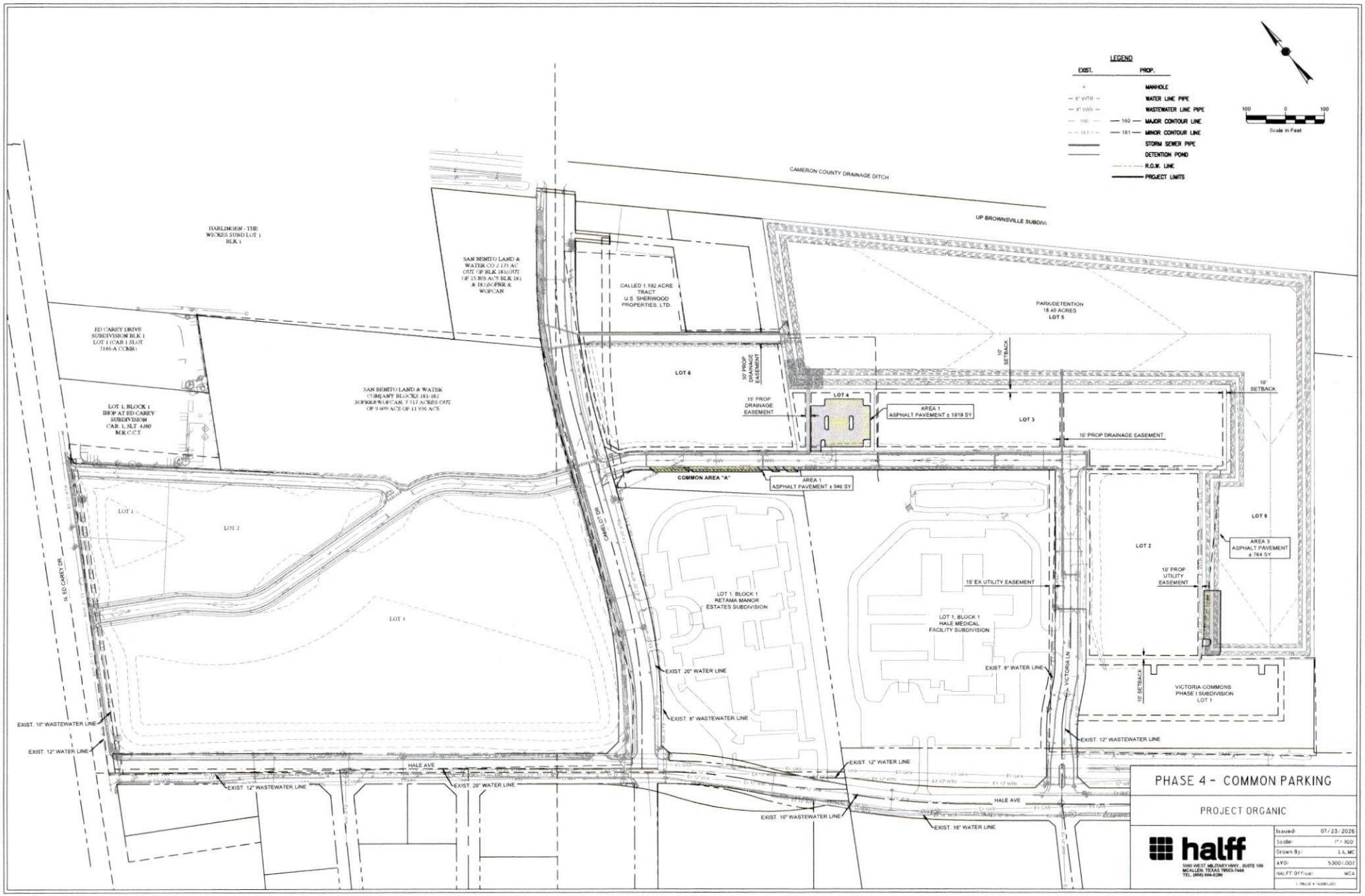


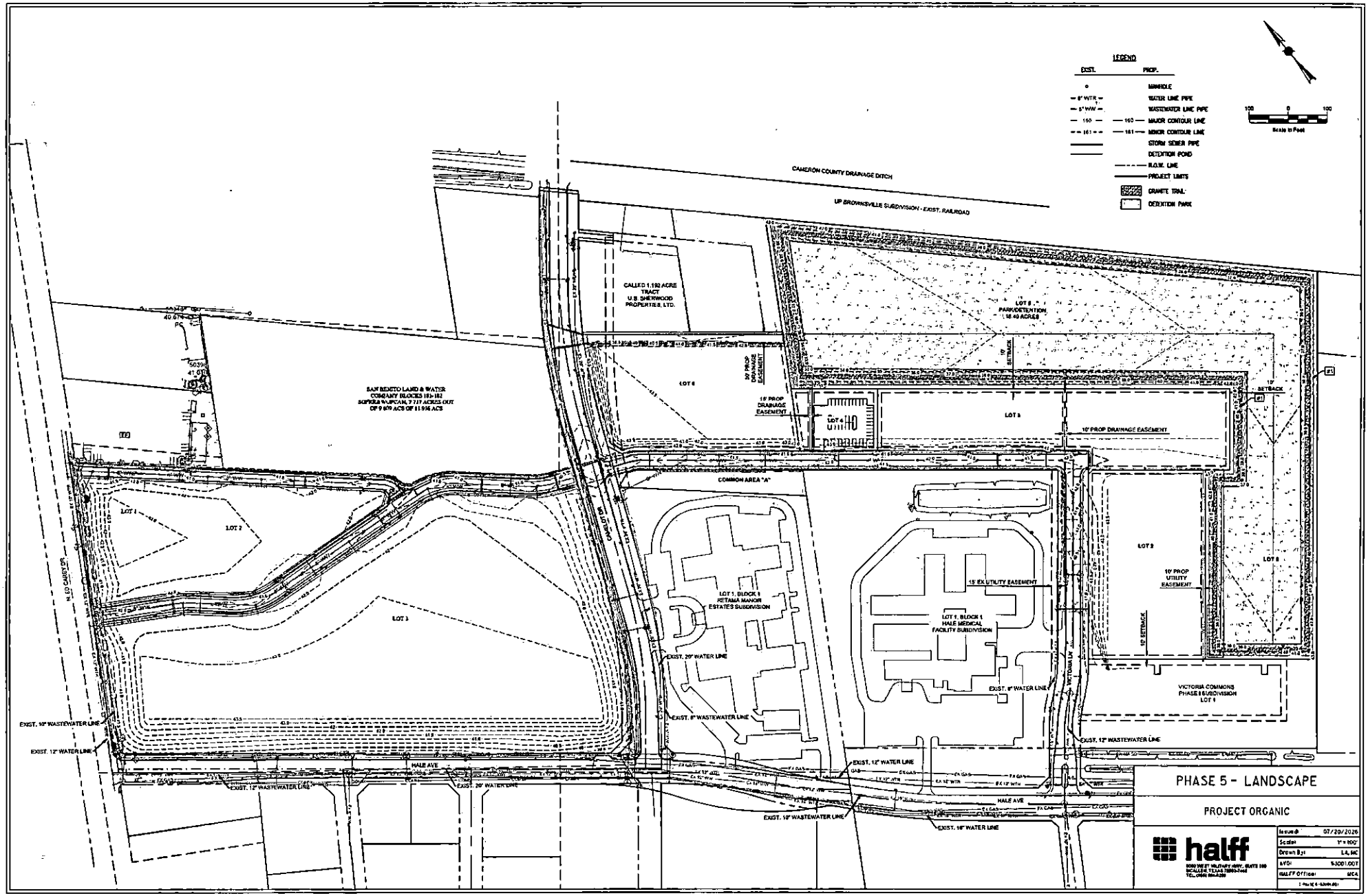
PHASE 3 - STORM DRAIN LATERALS & PAVEMENT

PROJECT ORGANIC

halff
5000 WEST MILITARY HWY., SUITE 100
MCALLEN, TEXAS 78503-7446
TEL. (956) 994-0286

Issued:	01/23/2026
Scale:	1" = 100'
Drawn By:	LA, MC
AVD:	53001.007
HALFF Office:	MCA


LEGEND
EXIST.
PROP.
MANHOLE
WATER LINE PIPE
WASTEWATER LINE PIPE
MAJOR CONTOUR LINE
MINOR CONTOUR LINE
STORM SEWER PIPE
DETENTION POND
R.O.W. LINE
PROJECT LIMITS
Scale in Feet
CAMERON COUNTY DRAINAGE DITCH
UP BROWNSVILLE SUBDIVI
HARLINGEN - THE WICKES SUBD LOT 1 BLK 1
SAN BENITO LAND & WATER CO 2.175 AC OUT OF BLK 181 OUT OF 15.805 AC'S BLK 181 & 183 SCAPER & WOPCAN
CALLED 1.192 ACRE TRACT U.S. SHERWOOD PROPERTIES, LTD.
PARK/DETENTION 18.40 ACRES LOT 5
ED CAREY DRIVE SUBDIVISION BLK 1 LOT 1 (CAB 1 SLOT 7146-A CCMR)
LOT 1, BLOCK 1 IHOP AT ED CAREY SUBDIVISION CAB. 1, SLT. 4490 M.R.C.C.T.
SAN BENITO LAND & WATER COMPANY BLOCKS 181-182 SOPKER WOPCAN. 7.717 ACRES OUT OF 9.609 AC'S OF 11.936 AC'S
LOT 6
30' PROP DRAINAGE EASEMENT
15' PROP DRAINAGE EASEMENT
10' SETBACK
LOT 4
AREA 1 ASPHALT PAVEMENT ± 1919 SY
LOT 3
10' PROP DRAINAGE EASEMENT
COMMON AREA "A"
AREA 1 ASPHALT PAVEMENT ± 546 SY
LOT 1
LOT 2
LOT 1
N. ED CAREY DR
CAMELOT DR
LOT 1, BLOCK 1 RETAMA MANOR ESTATES SUBDIVISION
LOT 1, BLOCK 1 HALE MEDICAL FACILITY SUBDIVISION
15' EX UTILITY EASEMENT
LOT 2
LOT 6
AREA 3 ASPHALT PAVEMENT ± 764 SY
10' PROP UTILITY EASEMENT
VICTORIA LN
VICTORIA COMMONS PHASE I SUBDIVISION LOT 1
EXIST. 20" WATER LINE
EXIST. 8" WASTEWATER LINE
EXIST. 8" WATER LINE
EXIST. 12" WASTEWATER LINE
EXIST. 10" WASTEWATER LINE
EXIST. 12" WATER LINE
HALE AVE
EXIST. 12" WASTEWATER LINE
EXIST. 20" WATER LINE
EXIST. 12" WATER LINE
EXIST. 10" WASTEWATER LINE
EXIST. 16" WATER LINE
PHASE 4 - COMMON PARKING
PROJECT ORGANIC
halff
5000 WEST MILITARY HWY., SUITE 100
MCALLEN, TEXAS 78503-7440
TEL. (956) 994-0290
Issued: 07/23/2026
Scale: 1" = 100'
Drawn By: LA, MC
AYO: 53001.001
HALFF Office: MCA
I:\PHASE 4 - 53001.001


LEGEND
EXIST.
PROP.
MANHOLE
8" WTR
WATER LINE PIPE
8" WW
WASTEWATER LINE PIPE
150
160
MAJOR CONTOUR LINE
161
MINOR CONTOUR LINE
STORM SEWER PIPE
DETENTION POND
R.O.W. LINE
PROJECT LIMITS
GRANITE TRAIL
DETENTION PARK
100 0 100
Scale in Feet
CAMERON COUNTY DRAINAGE DITCH
UP BROWNSVILLE SUBDIVISION - EXIST. RAILROAD
CALLED 1.192 ACRE TRACT U.S SHERWOOD PROPERTIES, LTD.
LOT 8 - PARK/DETENTION 18.40 ACRES
SAN BENITO LAND & WATER COMPANY BLOCKS 181 & 182 SURPLUS WAIPCAN, 7.717 ACRES OUT OF 9.609 ACS OF 11.936 ACS
LOT 6
30' PROP DRAINAGE EASEMENT
15' PROP DRAINAGE EASEMENT
10' SETBACK
LOT 5
10' PROP DRAINAGE EASEMENT
COMMON AREA "A"
LOT 1
LOT 2
LOT 3
LOT 1, BLOCK 1 RETAMA MANOR ESTATES SUBDIVISION
LOT 1, BLOCK 1 HALE MEDICAL FACILITY SUBDIVISION
15' EX UTILITY EASEMENT
LOT 7
LOT 8
10' PROP UTILITY EASEMENT
VICTORIA COMMONS PHASE II SUBDIVISION LOT 1
EXIST. 20" WATER LINE
EXIST. 8" WASTEWATER LINE
EXIST. 8" WATER LINE
EXIST. 10" WASTEWATER LINE
EXIST. 12" WATER LINE
EXIST. 12" WASTEWATER LINE
HALE AVE
EXIST. 16" WATER LINE
PHASE 5 - LANDSCAPE
PROJECT ORGANIC
halff
Issue Date 07/20/2026
Scale 1" = 100'
Drawn By LA, MC
Job No. 53001.001
HALFF Office MCA

RESOLUTION

A RESOLUTION OF THE BOARD OF DIRECTORS OF REINVESTMENT ZONE NUMBER TWO, CITY OF HARLINGEN, TEXAS APPROVING AN AMENDED PROJECT AND FINANCE PLAN FOR THE ZONE; MAKING FINDINGS; RATIFYING THE ADDENDUM TO THE INTERLOCAL AGREEMENT WITH CAMERON COUNTY; RECOMMENDING APPROVAL BY THE CITY COMMISSION; PROVIDING A SEVERABILITY CLAUSE; FINDING COMPLIANCE WITH THE OPEN MEETINGS ACT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Harlingen, Texas, a home-rule municipality (the "**City**"), has the authority under Chapter 311, Texas Tax Code, as amended (the "**Act**") to designate a contiguous or noncontiguous geographic area within the corporate limits or extraterritorial jurisdiction of the City as a tax increment reinvestment zone to promote development or redevelopment of the area if the governing body of the City (the "**City Commission**") determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future and the area satisfies the requirements of the Act; and

WHEREAS, on June 21, 2006, after publishing notice and holding a public hearing as required by the Act, the City Commission approved and adopted Ordinance No. [06-32] designating Reinvestment Zone Number Two, City of Harlingen, Texas (the "**Zone**") and approving a Preliminary Project and Finance Plan for Reinvestment Zone Number Two, City of Harlingen, Texas as required by the Act; and

WHEREAS, on July 19, 2012, the City and Cameron County, Texas (the "County") entered into an Interlocal Agreement providing for the County's participation in the Zone, and on July 28, 2026, the City and the County executed an Addendum to the Interlocal Agreement (the "Addendum") that extends the County's participation through December 31, 2035, and reduces the County's contribution beginning with tax year 2028, subject to the conditions stated in the Addendum; and

WHEREAS, as authorized by the Act, including specifically Sections 311.010 and 311.011(e), the Zone Board desires to amend the Original Plan to incorporate the Addendum, a copy of which is attached hereto and incorporated herein by reference as **Exhibit A**; to update the financial forecast for the Zone; and to add eligible public infrastructure improvements, all as set forth in the Amended Project and Finance Plan attached hereto as Exhibit B (the "Amended Plan"); and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF REINVESTMENT ZONE NUMBER TWO, CITY OF HARLINGEN, TEXAS AS FOLLOWS:

SECTION 1. The recitals set forth above in this Resolution are true and correct and are hereby adopted as findings of the Zone Board and are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. The Zone Board, in accordance with the Act, including specifically Sections 311.010 and 311.011(e), hereby approves and adopts the Amended Plan, attached hereto as **Exhibit B** and incorporated herein for all purposes, and finds that the Original Plan, as amended by the Amended Plan, is economically feasible.

SECTION 3. The Zone Board finds that the Amended Plan (a) decreases the percentage of tax increment to be contributed by the County beginning with tax year 2028, as provided in the Addendum; (b) increases the total estimated project costs of the Zone; and (c) does not reduce or increase the geographic area of the Zone, increase the amount of bonded indebtedness to be incurred, or designate additional property in the Zone to be acquired by the City. The Zone Board acknowledges that, under Section 311.011(e) of the Act, the Amended Plan takes effect only upon approval by the City Commission by ordinance adopted after a public hearing that satisfies Sections 311.003(c) and (d) of the Act.

SECTION 4. The Zone Board, on behalf of the Zone, ratifies, approves, and consents to the Addendum, and authorizes the Chair to execute a joinder to the Addendum on behalf of the Zone.

SECTION 5. The Chair of the Zone Board is hereby authorized and directed to submit the Amended Plan to the City Commission and recommend that the City Commission approve the Amended Plan by ordinance adopted after the public hearing required by Section 311.011(e) of the Act.

SECTION 6. This Resolution and the provisions herein are declared to be severable. If any section, article, paragraph, sentence, clause, phrase or word in this Resolution, or the application thereof to any persons or circumstances, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution; and the Zone Board hereby declares it would have passed such remaining portions of this Resolution despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 7. The Zone Board finds that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted as required by Chapter 551, Texas Government Code, and that the meeting was open to the public as required by law at all times during which this Resolution and its subject matter were discussed, considered, and acted upon.

SECTION 8. This Resolution shall become effective immediately upon its passage in accordance with law.

PASSED AND APPROVED BY THE BOARD OF DIRECTORS OF REINVESTMENT ZONE NUMBER TWO, CITY OF HARLINGEN, TEXAS, THIS THE _____ DAY OF _____, 2026.

_____

_____, Chair of the Board of Directors

Reinvestment Zone Number Two, City of Harlingen, Texas

ATTEST:

_____

_____, Secretary of the Board of Directors
Reinvestment Zone Number Two, City of Harlingen, Texas

EXHIBIT A
ADDENDUM TO THE INTERLOCAL AGREEMENT

EXHIBIT B
AMENDED PROJECT AND FINANCE PLAN

CITY OF HARLINGEN
AGENDA ITEM
EXECUTIVE SUMMARY

10e

Meeting Date: October 7, 2026

Agenda Item:

Consideration and possible action to adopt, on first reading, an ordinance amending Chapter 109 (Subdivisions), Article VI, Section 109-163 of the Code of Ordinances of the City of Harlingen, Texas, to authorize a cash escrow deposited with the City as a form of financial guarantee of performance for required public improvements, and to conform Article VI to Section 109-91(a)(2)b; providing for repeal of conflicting ordinances, severability, publication, and an effective date.

Prepared By (Print Name): Beverly Loftus
Title: Chief Operating Officer
Signature: Beverly Jean Loftus

Brief Summary:

Following the public hearing, this item is the first reading of the ordinance amending Section 109-163 of the Code of Ordinances. The ordinance adds a cash escrow deposited with the City to the forms of financial guarantee allowed for required public improvements (currently limited to an irrevocable letter of credit or surety bond) and conforms Article VI to Section 109-91(a)(2)b, as amended by Ordinance No. 2025-43, which already recognizes escrows.

A new subsection (b-1) sets the conditions for a cash escrow: Commission approval of the escrow agreement and City Attorney approval as to form; a segregated account under the City's exclusive control with the City as sole beneficiary; full funding before plat recordation; disbursements only for the secured improvements on City Engineer-approved pay requests, with the remaining balance kept at or above the cost to complete plus 30%; release of any remaining balance after acceptance; and the City's right to use the funds to complete the improvements upon default.

Cash held and controlled by the City provides security at least as liquid and certain as a letter of credit or surety bond, without the cost of a third-party instrument. The ordinance takes effect upon adoption on second reading and publication.

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: CG [✓] Yes [ ] No [ ] N/A

Comments:

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

ORDINANCE NO. 2026-____

AN ORDINANCE OF THE CITY OF HARLINGEN, TEXAS, AMENDING CHAPTER 109 (SUBDIVISIONS), ARTICLE VI, SECTION 109-163 OF THE CODE OF ORDINANCES TO AUTHORIZE A CASH ESCROW DEPOSITED WITH THE CITY AS A FORM OF FINANCIAL GUARANTEE OF PERFORMANCE FOR REQUIRED PUBLIC IMPROVEMENTS; CONFORMING ARTICLE VI TO SECTION 109-91(a)(2)b; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, PUBLICATION, AND AN EFFECTIVE DATE.

WHEREAS, Texas Local Government Code Section 212.002 authorizes the City Commission, after a public hearing, to adopt rules governing plats and subdivisions of land within the City's jurisdiction; and

WHEREAS, by Ordinance No. 2022-52, adopted December 21, 2022, the City Commission adopted Article VI of Chapter 109, and Section 109-163(b) of that Article authorizes a financial guarantee of performance only in the form of an irrevocable letter of credit or a surety bond; and

WHEREAS, by Ordinance No. 2025-43, adopted August 6, 2025, the City Commission amended Section 109-91(a)(2)b to provide that a plat may be recorded upon submission and acceptance by the City of an appropriate financial guarantee of performance, identifying bonds, escrows, and letters of credit as examples; and

WHEREAS, Article VI was not conformed to Ordinance No. 2025-43 and does not expressly authorize a cash escrow; and

WHEREAS, cash deposited with and controlled by the City provides security at least as liquid and certain as a letter of credit or surety bond, without the cost of a third-party instrument; and

WHEREAS, the City Commission held a public hearing on this ordinance on [_____], 2026, and finds that this ordinance promotes the health, safety, and general welfare of the City and the safe, orderly, and healthful development of the City;

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

SECTION 1. Findings. The recitals above are true and correct and are incorporated into this ordinance as findings of the City Commission.

SECTION 2. Amendment. Section 109-163(b) of the Code of Ordinances of the City of Harlingen, Texas, is amended to read as follows, and a new subsection (b-1) is added immediately after it:

(b) The financial guarantee of performance shall be in one of the following forms:

(1) an irrevocable letter of credit [existing requirements];

(2) a surety bond [existing requirements]; or

(3) a cash escrow deposited with the City and held under a written escrow agreement that meets the requirements of subsection (b-1).

(b-1) A cash escrow under subsection (b)(3) shall meet the following requirements:

(1) The escrow agreement shall be approved by the City Commission and approved as to form by the City Attorney.

(2) The escrow shall be held in a segregated account under the exclusive control of the City, and the City shall be its sole beneficiary.

(3) The escrow shall be funded in the amount required by Section 109-164(a) before the plat is recorded.

(4) Funds may be disbursed only for the cost of the secured public improvements and only upon pay applications approved by the City Engineer, in coordination with the Harlingen Waterworks System for water and sewer improvements. After each disbursement, the undisbursed balance shall equal or exceed the estimated cost to complete the remaining improvements plus thirty percent (30%) of that cost.

(5) The escrow shall remain in place until the City accepts the improvements under this chapter. Any balance remaining after acceptance, less any amount the escrow agreement requires to be retained through the warranty period, shall be released to the depositor.

(6) If the improvements are not completed within the time required by Section 109-164(c), or the depositor otherwise defaults under the escrow agreement, the City may apply the escrowed funds to complete the improvements without further consent of the depositor.

SECTION 3. Repealer. All ordinances and parts of ordinances in conflict with this ordinance are repealed to the extent of the conflict only.

SECTION 4. Severability. If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications that can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable.

SECTION 5. Publication. [The City Secretary shall publish this ordinance, or its caption, as required by the City Charter and state law.]

SECTION 6. Effective Date. This ordinance takes effect [immediately upon its adoption on second reading and publication as required by law].

READ, CONSIDERED, AND PASSED on first reading on [_____], 2026.

READ, CONSIDERED, PASSED, APPROVED, AND ADOPTED on second reading on [_____], 2026.

CITY OF HARLINGEN, TEXAS

_____

[_____], Mayor

ATTEST:

_____

[_____], City Secretary

APPROVED AS TO FORM:

_____

Mark E. Sossi, City Attorney

CITY OF HARLINGEN
AGENDA ITEM
EXECUTIVE SUMMARY

1 of

Meeting Date: October 7, 2026

Agenda Item:

Consideration and possible action on the first reading of an ordinance of the City of Harlingen, Texas, amending Chapter 109, "Subdivisions," Article VI, "Financial Guarantees," of the Code of Ordinances of the City of Harlingen to expressly authorize a cash escrow as a financial guarantee for required public improvements and to provide for progress disbursements while maintaining required security; approving the Subdivision Improvement and Escrow Agreement between the City of Harlingen and the Development Corporation of Harlingen, Inc. for the Victoria Commons Phase II Subdivision; accepting the escrow established thereunder as an appropriate financial guarantee of performance pursuant to Section 109-91(a)(2)b; approving the Corporation's expenditure under Section 501.073 of the Texas Local Government Code; authorizing execution and administration of the Agreement; providing for severability, codification, and repeal of conflicting ordinances; providing an effective date; and ordaining other matters related thereto.

Prepared By (Print Name): Beverly Loftus
Title: Chief Operating Officer
Signature: Beverly Loftus

Brief Summary:

The Development Corporation of Harlingen, Inc. (HEDC) owns approximately 30.52 acres known as the Victoria Commons Phase II Subdivision. The Planning and Zoning Commission approved the final plat on September 22, 2026. Before the plat can be recorded, Section 109-91(a)(2)b requires completed improvements or an accepted financial guarantee.

This ordinance adds a new section to Article VI of Chapter 109 authorizing a cash escrow held in a segregated City account, with progress disbursements on City Engineer-approved pay applications, provided the balance never falls below 130% of the estimated cost to complete the remaining improvements.

The ordinance also approves the Subdivision Improvement and Escrow Agreement with HEDC and accepts the escrow as the financial guarantee for the subdivision's streets, sidewalks, storm drainage, and related facilities. The engineer's estimate accepted by the City Engineer is $1,446,864.07, and the escrow is $1,880,923.29 (130% of the estimate). Water and wastewater improvements are secured separately through approximately $404,466.22 escrowed by HEDC with the Harlingen Water Works System. The improvements must be completed and accepted within 12 months after the plat is recorded. The HEDC Board approved the Agreement on September 29, 2026, and the City Commission, as HEDC's authorizing unit, must approve the expenditure under Local Government Code Section 501.073.

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:	GG	☑ Yes	☐ No	☐ N/A
Comments:				

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

ORDINANCE NO. 2026-____

AN ORDINANCE OF THE CITY OF HARLINGEN, TEXAS, AMENDING CHAPTER 109, "SUBDIVISIONS," ARTICLE VI, "FINANCIAL GUARANTEES," OF THE CODE OF ORDINANCES OF THE CITY OF HARLINGEN TO EXPRESSLY AUTHORIZE A CASH ESCROW AS A FINANCIAL GUARANTEE FOR REQUIRED PUBLIC IMPROVEMENTS AND TO PROVIDE FOR PROGRESS DISBURSEMENTS WHILE MAINTAINING REQUIRED SECURITY; APPROVING THE SUBDIVISION IMPROVEMENT AND ESCROW AGREEMENT BETWEEN THE CITY OF HARLINGEN AND THE DEVELOPMENT CORPORATION OF HARLINGEN, INC. FOR THE VICTORIA COMMONS PHASE II SUBDIVISION; ACCEPTING THE ESCROW ESTABLISHED THEREUNDER AS AN APPROPRIATE FINANCIAL GUARANTEE OF PERFORMANCE PURSUANT TO SECTION 109-91(a)(2)b; APPROVING THE CORPORATION'S EXPENDITURE UNDER SECTION 501.073 OF THE TEXAS LOCAL GOVERNMENT CODE; AUTHORIZING EXECUTION AND ADMINISTRATION OF THE AGREEMENT; PROVIDING FOR SEVERABILITY, CODIFICATION, AND REPEAL OF CONFLICTING ORDINANCES; PROVIDING AN EFFECTIVE DATE; AND ORDAINING OTHER MATTERS RELATED THERETO.

WHEREAS, the City of Harlingen, Texas (the "City"), is a home-rule municipality authorized by Chapter 212 of the Texas Local Government Code and Article XI, Section 20 of the City Charter to regulate the subdivision and development of land within its jurisdiction and to require public improvements associated with such development; and

WHEREAS, Chapter 109 of the Code of Ordinances of the City of Harlingen establishes the City's subdivision regulations, including requirements governing construction of, and financial security for, required public improvements; and

WHEREAS, Section 109-91(a)(2)b of the Code of Ordinances, as amended by Ordinance No. 2025-43, provides that a plat shall not be recorded until the required public improvements have been approved and accepted by the City or an appropriate financial guarantee of performance, including an escrow, has been submitted to and accepted by the City; and

WHEREAS, Article VI of Chapter 109 establishes requirements governing financial guarantees for subdivision improvements, including their amount, duration, beneficiary, and conditions, and Section 109-163(b) of that Article identifies an irrevocable letter of credit and a surety bond as the authorized forms of guarantee; and

WHEREAS, Article VI was not conformed to Ordinance No. 2025-43, and the City Commission desires to expressly authorize a cash escrow as a financial guarantee under Article VI; and

WHEREAS, the City Commission finds that a cash escrow held in a City depository under the exclusive control of the City provides appropriate security for completion of required public improvements and that, when expressly approved by the City Commission, progress disbursements may be permitted while maintaining security equal to one hundred thirty percent (130%) of the estimated cost to complete the remaining required public improvements; and

WHEREAS, the Development Corporation of Harlingen, Inc. ("HEDC") owns approximately 30.52 acres within the City known as the Victoria Commons Phase II Subdivision (the "Property"); and

WHEREAS, the Planning and Zoning Commission approved the final plat for Victoria Commons Phase II on September 22, 2026, subject to satisfaction of the requirements of Chapter 109 and other applicable law; and

WHEREAS, development of the Property requires construction of public improvements consisting of streets, sidewalks, storm drainage, and related facilities, excluding water and wastewater improvements under the jurisdiction of the Harlingen Water Works System; and

WHEREAS, the estimated cost of such public improvements, as prepared by HEDC's engineer and accepted by the City Engineer, is One Million Four Hundred Forty-Six Thousand Eight Hundred Sixty-Four Dollars and Seven Cents ($1,446,864.07), and one hundred thirty percent (130%) of that amount is One Million Eight Hundred Eighty Thousand Nine Hundred Twenty-Three Dollars and Twenty-Nine Cents ($1,880,923.29); and

WHEREAS, HEDC and the City have negotiated a Subdivision Improvement and Escrow Agreement – Victoria Commons Phase II Subdivision (the "Agreement"), under which HEDC will deposit or cause to be transferred $1,880,923.29 into a segregated escrow account maintained by the City for construction and completion of the required public improvements; and

WHEREAS, under the Agreement, the City is the sole beneficiary of the escrow, disbursements may be made only for costs of the required public improvements upon approval of the City Engineer, and no disbursement may reduce the escrow balance below one hundred thirty percent (130%) of the City Engineer's then-current estimated cost to complete the remaining public improvements; and

WHEREAS, the HEDC Board of Directors approved the Agreement and establishment of the escrow by resolution adopted September 29, 2026; and

WHEREAS, Section 501.073(a) of the Texas Local Government Code requires the City, as HEDC's authorizing unit, to approve HEDC's programs and expenditures; and

WHEREAS, as required by Section 212.002 of the Texas Local Government Code, the City Commission held a public hearing on the amendment to Chapter 109 contained in this Ordinance on _____, 2026; and

WHEREAS, the City Commission finds that adoption of the amendment contained herein, approval of the Agreement, and acceptance of the escrow are in the public interest and provide adequate security for completion of the required public improvements;

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

SECTION 1. FINDINGS.

The recitals, findings, and determinations contained in the preamble to this Ordinance are incorporated into the body of this Ordinance as if fully set forth herein, are found and declared to be true and correct legislative findings, and are adopted as part of this Ordinance for all purposes.

SECTION 2. AMENDMENT TO ARTICLE VI OF CHAPTER 109.

Article VI, "Financial Guarantees," of Chapter 109, "Subdivisions," of the Code of Ordinances of the City of Harlingen is amended by adding a new section, to be numbered by the City Secretary or codifier as appropriate, to read as follows:

Sec. 109-____. Cash escrow as financial guarantee; progress disbursements.

(a) Cash Escrow Authorized. Notwithstanding Section 109-163(b), the City Commission may accept a cash escrow as an appropriate financial guarantee of performance for required public improvements when permitted by Section 109-91 and this Article. The escrow shall be established under a written agreement approved by the City Commission and approved as to form by the City Attorney, and shall comply with the requirements of this Article.

(b) Initial Amount. Unless this Chapter requires a greater amount, the initial amount deposited into the escrow shall be not less than one hundred thirty percent (130%) of the total estimated cost of the public improvements secured by the escrow, based upon an estimate prepared by the developer's engineer and approved by the City Engineer.

(c) Control and Beneficiary. The escrowed funds shall be deposited in a City depository in a segregated account under the exclusive control of the City, and withdrawals shall be made only as provided by Article VI, Section 6 of the City Charter. The City shall be the sole beneficiary of the escrow for purposes of securing completion of the required public improvements. The funds shall not expire, lapse, or become subject to unilateral withdrawal by the developer before release in accordance with this Section and the applicable escrow agreement.

(d) Permitted Disbursements. Notwithstanding any provision of this Article requiring that a financial guarantee be maintained in its original amount until the improvements are accepted, a cash escrow established under this Section may provide for progress disbursements to pay the actual costs of constructing the required public improvements, provided that:

(1) each disbursement is supported by a pay application, pay estimate, invoice, or other documentation satisfactory to the City Engineer;

(2) the City Engineer determines that the work for which payment is requested has been satisfactorily performed, or that the materials for which payment is requested have been properly furnished and suitably stored on site or at another location approved by the City Engineer;

(3) the disbursement is used solely for costs attributable to the public improvements secured by the escrow; and

(4) immediately following each disbursement, the balance of the escrow is not less than one hundred thirty percent (130%) of the City Engineer's good-faith estimate of the cost to complete the remaining required public improvements.

(e) Cost to Complete. In this Section, "cost to complete" means the City Engineer's good-faith estimate of the total remaining cost necessary to complete the required public improvements in accordance with the approved construction documents and applicable City standards, including engineering, inspection, and testing costs.

(f) Replenishment. If the City Engineer determines that the balance of the escrow is less than one hundred thirty percent (130%) of the estimated cost to complete the remaining required public improvements, the developer shall deposit sufficient additional funds to restore the required balance within thirty (30) days after written notice, or within such shorter period as the escrow agreement provides when reasonably necessary to protect the City. No further disbursement may be made while the balance is below the required amount.

(g) Default. The escrow agreement may authorize the City, upon default by the developer, to apply the escrowed funds to completion of the required public improvements without further authorization from the developer, subject to applicable law.

(h) Release. The remaining escrowed funds may be released after final acceptance of the public improvements by the City Engineer, satisfaction of any warranty or maintenance requirement of this Chapter, and satisfaction of all conditions for release in the applicable escrow agreement.

(i) Time for Completion. Nothing in this Section extends the time for completion of required public improvements under Section 109-164(c) or any other provision of this Chapter.

(j) Additional Terms. The City Commission may approve an escrow agreement containing additional requirements, safeguards, retainage provisions, replenishment obligations,

default provisions, and administrative procedures consistent with the purposes and minimum requirements of this Chapter.

SECTION 3. APPROVAL OF VICTORIA COMMONS PHASE II AGREEMENT.

The City Commission approves the Subdivision Improvement and Escrow Agreement – Victoria Commons Phase II Subdivision between the City of Harlingen, Texas, and the Development Corporation of Harlingen, Inc., substantially in the form attached as Exhibit A and incorporated herein for all purposes. The Mayor is authorized to execute the Agreement on behalf of the City following approval as to form by the City Attorney, together with such nonmaterial modifications as the City Attorney and City Manager may approve that do not materially increase the obligations of the City or reduce the security afforded to the City.

SECTION 4. ACCEPTANCE OF FINANCIAL GUARANTEE.

The City Commission finds and determines that, upon deposit of One Million Eight Hundred Eighty Thousand Nine Hundred Twenty-Three Dollars and Twenty-Nine Cents ($1,880,923.29) into the segregated escrow account established under the Agreement, the Agreement and escrow together constitute an appropriate financial guarantee of performance for the public improvements serving Victoria Commons Phase II for purposes of Section 109-91(a)(2)b and Article VI of Chapter 109 of the Code of Ordinances. The City's acceptance of the escrow is conditioned upon actual funding of the escrow account in the full amount required by the Agreement. No plat shall be recorded in reliance upon this Ordinance until the Finance Director has confirmed in writing the receipt and segregation of the required funds and all other conditions to recordation have been satisfied.

SECTION 5. APPROVAL AS AUTHORIZING UNIT.

Acting as HEDC's authorizing unit under Section 501.073 of the Texas Local Government Code, the City Commission approves HEDC's deposit of the escrow funds and their expenditure for the required public improvements as provided in the Agreement.

SECTION 6. ADMINISTRATION OF ESCROW.

The City Manager, City Engineer, Director of Planning and Development, Finance Director, City Secretary, and other appropriate City officers and employees are authorized to take such administrative actions and execute such ancillary documents as are reasonably necessary to establish, administer, account for, disburse, replenish, and release the escrow in accordance with the Agreement, this Ordinance, Chapter 109, the City Charter, and applicable law. No administrative action authorized by this Section may materially amend the Agreement or reduce the financial security required by this Ordinance without further approval of the City Commission.

SECTION 7. PLAT RECORDATION.

Upon (1) execution of the Agreement by both parties; (2) deposit and written confirmation of the full $1,880,923.29 escrow amount; and (3) satisfaction of all remaining conditions of final plat approval, including applicable Harlingen Water Works System requirements, tax certificates, recording fees, and other requirements of Chapter 109, the Director of Planning and Development is authorized to cause the final plat of Victoria Commons Phase II to be recorded with the County Clerk of Cameron County, Texas.

SECTION 8. GOVERNMENTAL IMMUNITY; NO GUARANTY BY CITY.

Nothing in this Ordinance or the Agreement waives or is intended to waive any governmental or sovereign immunity of the City or HEDC, or any defense available to either under the Constitution or laws of the State of Texas, except to the extent immunity is expressly waived by applicable law. The City holds the escrow solely as security for completion of the required public improvements. Nothing in this Ordinance or the Agreement makes the City a guarantor of any obligation of HEDC to any contractor, purchaser, lender, or other third party, or creates any right in a third party.

SECTION 9. SEVERABILITY.

If any section, paragraph, sentence, clause, phrase, or word of this Ordinance, or its application to any person or circumstance, is held invalid by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance, and the City Commission declares that it would have adopted the remaining portions despite the invalidity.

SECTION 10. CODIFICATION.

Section 2 of this Ordinance shall be incorporated into and codified as part of Article VI of Chapter 109 of the Code of Ordinances of the City of Harlingen. The City Secretary and codifier are authorized to renumber, reletter, and make nonsubstantive formatting changes necessary for proper codification. The remaining provisions of this Ordinance are special provisions relating to the Victoria Commons Phase II Agreement and escrow and shall not be codified.

SECTION 11. REPEALER.

All ordinances or parts of ordinances in conflict with this Ordinance are repealed only to the extent of the conflict.

SECTION 12. EFFECTIVE DATE.

This Ordinance takes effect immediately upon its adoption on second reading in accordance with Article V, Section 5 of the City Charter.

READ, CONSIDERED, AND APPROVED on first reading at a duly posted meeting of the City Commission on _____, 2026.

READ, CONSIDERED, APPROVED, AND ADOPTED on second reading at a duly posted meeting of the City Commission on _____, 2026.

CITY OF HARLINGEN, TEXAS

_____
Norma Sepulveda, Mayor

ATTEST:

_____
Mayra Herrera, City Secretary

APPROVED AS TO FORM:

_____
Mark E. Sossi, City Attorney

EXHIBIT A

SUBDIVISION IMPROVEMENT AND ESCROW AGREEMENT

VICTORIA COMMONS PHASE II SUBDIVISION

[Attach final Agreement]

RESOLUTION NO. _____

STATE OF TEXAS

COUNTY OF CAMERON

WHEREAS the Development Corporation of Harlingen, Inc. ("HEDC") is the owner of approximately 30.52 acres of property located within the City of Harlingen, Texas, known as the Victoria Commons Phase II Subdivision; and

WHEREAS development of the Property requires the construction of certain public improvements, including streets, sidewalks, storm drainage, and related facilities; and

WHEREAS the City of Harlingen and HEDC have negotiated a Subdivision Improvement and Escrow Agreement – Victoria Commons Phase II Subdivision (the "Agreement") establishing the requirements for construction of the public improvements and the establishment of an escrow securing completion of such improvements; and

WHEREAS the Board of Directors of HEDC has reviewed the Agreement and determined that approval thereof is in the best interests of HEDC.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DEVELOPMENT CORPORATION OF HARLINGEN, INC.:

The Subdivision Improvement and Escrow Agreement – Victoria Commons Phase II Subdivision, substantially in the form presented to the Board, is hereby approved. The Board President is hereby authorized to execute the agreement and take all other actions necessary to effectuate the agreement.

APPROVED THIS _____ day of September 2026, at a regular meeting of the Board of Directors of the Development Corporation of Harlingen, Inc., at which a

quorum was present, and which was held in accordance with provisions of the Texas Open Meetings Act.

DEVELOPMENT CORPORATION OF HARLINGEN, INC.

_____
Saarang Jay Rama, President

Attest:

_____
Javier Segura, Secretary

Approved as to form:

_____
Alan T. Ozuna, General Counsel

SUBDIVISION IMPROVEMENT AND ESCROW AGREEMENT
(Victoria Commons Phase II Subdivision)

This Subdivision Improvement and Escrow Agreement (this "Agreement") is entered into effective as of the ____ day of _____, 2026 (the "Effective Date"), by and between the CITY OF HARLINGEN, TEXAS, a home-rule municipality of the State of Texas (the "City"), and the DEVELOPMENT CORPORATION OF HARLINGEN, INC., a Texas nonprofit economic development corporation created by the City and organized under the Development Corporation Act, Texas Local Government Code Chapters 501 and 504 ("HEDC"). The City and HEDC are each a "Party" and collectively the "Parties."

RECITALS

WHEREAS, HEDC is the owner of approximately 30.52 acres of land situated in the City of Harlingen, Cameron County, Texas, more particularly described in the final plat of the Victoria Commons Phase II Subdivision attached hereto as Exhibit A (the "Plat," and the land described therein, the "Property");

WHEREAS, the Planning and Zoning Commission of the City approved the Plat on September 22, 2026, in accordance with Chapter 109 of the Code of Ordinances of the City of Harlingen (the "Subdivision Ordinance") and Chapter 212 of the Texas Local Government Code;

WHEREAS, the development of the Property requires the construction of certain public infrastructure improvements, consisting of streets, sidewalks, storm drainage, and related facilities, but excluding water and wastewater improvements under the jurisdiction of the Harlingen Water Works System ("HWWS"), all as shown and described in the construction documents approved for construction by the City Engineer, identified in Exhibit B attached hereto (the "Construction Documents," and such improvements, the "Public Improvements");

WHEREAS, the water and wastewater improvements serving the Property are secured separately by funds escrowed by HEDC with HWWS in the approximate amount of $404,466.22, and such improvements and funds are not governed by this Agreement;

WHEREAS, Section 109-91(a)(2)b of the Subdivision Ordinance, as amended by Ordinance No. 2025-43 (adopted August 6, 2025), provides that no plat shall be recorded until the required public improvements have been approved and accepted by the City or an appropriate financial guarantee of performance, including an escrow, has been submitted to and accepted by the City in lieu of completed construction;

WHEREAS, Sections 109-163 and 109-164 of the Subdivision Ordinance require that a financial guarantee of performance be in an amount equal to the total estimated cost of the public improvements plus thirty percent (30%), that the security not expire until construction has been

accepted by the City Engineer, that the improvements be completed within twelve (12) months from the date the plat is recorded, and that the City be the sole beneficiary of the security;

WHEREAS, the estimated cost of the Public Improvements, as prepared by HEDC's engineer and accepted by the City Engineer, is $1,446,864.07 (the "Estimated Cost"), such that the required security amount is $1,880,923.29, being one hundred thirty percent (130%) of the Estimated Cost (the "Escrow Amount");

WHEREAS, HEDC's financial accounts are maintained and managed by the City, and a cash escrow held by the City in a segregated account provides the City security for the completion of the Public Improvements that is at least as liquid and secure as an irrevocable letter of credit or surety bond;

WHEREAS, the Board of Directors of HEDC, by resolution adopted September 29, 2026, authorized the deposit of the Escrow Amount and the execution of this Agreement, and the City Commission of the City, acting both as the governing body of the City and as the governing body of HEDC's authorizing unit under Texas Local Government Code Section 501.073, by resolution adopted _____, 2026, approved this Agreement and accepted the escrow established hereby as an appropriate financial guarantee of performance under Section 109-91(a)(2)b of the Subdivision Ordinance;

WHEREAS, the Parties desire to set forth the terms upon which the escrow will be established, administered, disbursed, and released, and upon which the Plat will be recorded;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I — DEFINITIONS

Section 1.01. Defined Terms. Capitalized terms used but not defined in the body of this Agreement have the meanings assigned in the Recitals, which are incorporated into this Agreement as findings and operative provisions. "City Engineer" means the City Engineer of the City or the City Engineer's designee. "Final Acceptance" means the issuance of written letters of acceptance of the Public Improvements by the City Engineer pursuant to Section 109-268 of the Subdivision Ordinance, following approval of the as-built drawings and submission of the one-year warranty required thereby. "Cost to Complete" means, at any time, the City Engineer's good-faith estimate of the total remaining cost to complete the Public Improvements in accordance with the Construction Documents, including engineering, testing, and inspection costs.

ARTICLE II — CONSTRUCTION OF THE PUBLIC IMPROVEMENTS

Section 2.01. Obligation to Construct. HEDC shall construct, or cause to be constructed, the Public Improvements in accordance with the Construction Documents, the Subdivision

Ordinance (including the Subdivision Development Guide adopted under Section 109-250), the design and construction standards of the City, and all applicable federal, state, and local laws. The Construction Documents are incorporated into this Agreement and define the standard of performance secured hereby, as required by Section 109-164(b) of the Subdivision Ordinance. No material change to the Construction Documents shall be made without the prior written approval of the City Engineer.

Section 2.02. Completion Deadline. HEDC shall achieve Final Acceptance of the Public Improvements within twelve (12) months from the date the Plat is recorded with the County Clerk of Cameron County, Texas (the "Completion Deadline"). Where good cause exists, the City Commission may extend the Completion Deadline for one additional period not to exceed twelve (12) months, as provided by Section 109-164(c) of the Subdivision Ordinance. Any extension shall be documented by written amendment to this Agreement.

Section 2.03. Procurement and Contracting. HEDC shall award and administer the construction contract(s) for the Public Improvements in accordance with all procurement laws applicable to HEDC, including Texas Local Government Code Section 501.074 and Chapter 252, to the extent applicable. HEDC shall require its contractor(s) to furnish payment and performance bonds to the extent required by Texas Government Code Chapter 2253.

Section 2.04. Inspection and Testing. The City shall have the right to inspect and test the Public Improvements at all stages of construction in accordance with the Subdivision Development Guide. HEDC shall provide, or cause its contractor to provide, the notices, materials tickets, and testing reports required by the City's general notes for public improvement projects.

ARTICLE III — ESTABLISHMENT OF THE ESCROW

Section 3.01. Deposit of the Escrow Amount. On or before the Effective Date, HEDC shall deposit, or direct the City as manager of HEDC's accounts to transfer, the Escrow Amount of $1,880,923.29 into a segregated escrow account established and maintained by the City and designated "Victoria Commons Phase II Public Improvements Escrow" (the "Escrow Account"). The Escrow Account shall be held, invested, and accounted for by the City in accordance with the Public Funds Investment Act, Texas Government Code Chapter 2256, and the City's adopted investment policy.

Section 3.02. Nature of the Escrow; Sole Beneficiary. The funds in the Escrow Account (the "Escrowed Funds") are pledged and dedicated exclusively to the construction and completion of the Public Improvements and to the City's rights under this Agreement. The City is the sole beneficiary of the Escrowed Funds, as required by Section 109-164(e) of the Subdivision Ordinance. The Escrowed Funds shall not be commingled with other funds of HEDC, shall not be subject to reallocation, reduction, or withdrawal by HEDC except as expressly provided in this Agreement, and shall not lapse, expire, or revert to HEDC's unrestricted fund balance at the end of any fiscal year prior to release under this Agreement. Neither the adoption of any subsequent

budget nor any subsequent resolution of the HEDC Board of Directors shall impair the escrow established by this Agreement.

Section 3.03. No Expiration. The escrow established by this Agreement shall not expire until Final Acceptance and shall remain in effect through any extension of the Completion Deadline granted under Section 2.02, as required by Sections 109-164(c) and (d) of the Subdivision Ordinance.

Section 3.04. Interest. Interest and investment earnings on the Escrowed Funds shall be retained in the Escrow Account as additional security until Final Acceptance, and upon Final Acceptance shall be released to HEDC as earned.

ARTICLE IV — DISBURSEMENTS FROM THE ESCROW ACCOUNT

Section 4.01. Disbursement Requests. Escrowed Funds shall be disbursed solely to pay costs of the Public Improvements, and solely upon written disbursement requests supported by a pay estimate or pay application of HEDC's contractor or engineer, reviewed and approved in writing by the City Engineer. No disbursement shall be made for work not performed, materials not suitably stored, or costs unrelated to the Public Improvements.

Section 4.02. Retainage. Each disbursement for construction work shall be reduced by retainage of five percent (5%), which shall be withheld in the Escrow Account and released only upon Final Acceptance, consistent with any retainage required by Texas Government Code Chapter 2252, Subchapter B, and the construction contract.

Section 4.03. Minimum Balance Covenant. Notwithstanding any other provision of this Agreement, no disbursement shall be made if, after giving effect to the disbursement, the balance of the Escrow Account would be less than the sum of (i) the Cost to Complete, plus (ii) thirty percent (30%) of the Cost to Complete. The purpose of this covenant is to ensure that the security required by Section 109-164(a) of the Subdivision Ordinance remains in place at all times until Final Acceptance.

Section 4.04. Change Orders; Cost Increases. If at any time the City Engineer determines that the Cost to Complete plus the thirty percent (30%) cushion exceeds the then-current balance of the Escrow Account, HEDC shall, within thirty (30) days after written notice, deposit additional funds into the Escrow Account sufficient to restore compliance with Section 4.03. Failure to make such deposit is an Event of Default.

Section 4.05. Accounting. The City shall maintain a ledger of all deposits to and disbursements from the Escrow Account and shall provide a copy to HEDC upon request and at Final Acceptance.

ARTICLE V — DEFAULT; CITY'S RIGHT TO COMPLETE

Section 5.01. Events of Default. Each of the following is an "Event of Default" by HEDC: (a) failure to achieve Final Acceptance by the Completion Deadline, as it may be extended under Section 2.02; (b) abandonment or suspension of construction of the Public Improvements for more than sixty (60) consecutive days without the written consent of the City Engineer, other than by reason of force majeure; (c) failure to make a deposit required by Section 4.04; or (d) any other material breach of this Agreement that remains uncured thirty (30) days after written notice from the City specifying the breach, provided that if the breach cannot reasonably be cured within thirty (30) days, no Event of Default shall exist so long as HEDC commences the cure within such period and diligently prosecutes it to completion.

Section 5.02. Remedies. Upon an Event of Default, the City may, in addition to all other remedies available at law or in equity: (a) apply the Escrowed Funds, without further authorization from HEDC, to complete the Public Improvements, including by contracting directly for their completion and paying engineering, testing, inspection, legal, and administrative costs of completion; (b) suspend the issuance of permits and approvals for the Property to the extent permitted by law; and (c) recover from HEDC any cost of completing the Public Improvements in excess of the Escrowed Funds. The remedies of the City are cumulative, and the exercise of one remedy is not an election excluding any other.

Section 5.03. Surplus After Completion by City. If the City completes the Public Improvements under Section 5.02 and Escrowed Funds remain after payment of all costs of completion, the City shall release the surplus to HEDC.

ARTICLE VI — ACCEPTANCE, WARRANTY, AND RELEASE

Section 6.01. Acceptance Procedure. Upon substantial completion of the Public Improvements, HEDC shall cause its engineer of record to submit as-built drawings in the format specified by the City Engineer and shall submit the one-year warranty for all Public Improvements required by Section 109-268 of the Subdivision Ordinance. Upon approval of the as-built drawings, satisfactory final inspection, and receipt of the warranty, the City Engineer shall issue a written letter of acceptance, whereupon Final Acceptance shall have occurred and the Public Improvements shall be dedicated to and accepted by the City for public use and maintenance.

Section 6.02. One-Year Warranty. HEDC warrants the Public Improvements against defects in materials and workmanship for one (1) year following Final Acceptance and shall promptly repair or replace, at no cost to the City, any defective work identified during the warranty period. HEDC shall cause its contractor's maintenance bond or warranty obligations to run to the benefit of the City.

Section 6.03. Release of Escrowed Funds. Within thirty (30) days after Final Acceptance, the City shall release to HEDC all Escrowed Funds remaining in the Escrow Account,

including retainage and the thirty percent (30%) cushion, less any amounts applied or committed under Article V.

ARTICLE VII — RECORDATION OF THE PLAT

Section 7.01. Recordation. Upon (a) full execution of this Agreement, (b) funding of the Escrow Account in the Escrow Amount, and (c) satisfaction of all other conditions of plat approval, including HWWS requirements, tax certificates, and recording fees, the Director of Planning and Development shall cause the Plat to be recorded with the County Clerk of Cameron County, Texas, in accordance with Sections 109-91(g) and 109-269 of the Subdivision Ordinance. The Parties acknowledge that this Agreement and the Escrow Account together constitute the financial guarantee of performance accepted by the City under Section 109-91(a)(2)b of the Subdivision Ordinance for the Public Improvements.

Section 7.02. Effect of Recordation; Conveyances. Nothing in this Agreement restricts HEDC from conveying lots within the Property after recordation of the Plat; provided, however, that no conveyance shall relieve HEDC of its obligations under this Agreement.

ARTICLE VIII — MISCELLANEOUS

Section 8.01. Term. This Agreement is effective on the Effective Date and terminates upon the later of (a) Final Acceptance and release of all Escrowed Funds under Section 6.03, or (b) expiration of the one-year warranty period, except that provisions which by their nature survive termination shall survive.

Section 8.02. Governmental Immunity. Nothing in this Agreement waives or is intended to waive any governmental or sovereign immunity of the City or of HEDC, or any defense available to either Party under law, except to the extent immunity is waived by the Constitution and laws of the State of Texas.

Section 8.03. Notices. All notices under this Agreement must be in writing and are effective upon hand delivery, upon deposit with a nationally recognized overnight courier, or three (3) days after deposit in the United States mail, certified, return receipt requested, addressed: if to the City, to the City Manager, 118 E. Tyler Avenue, Harlingen, Texas 78550, with a copy to the City Attorney; and if to HEDC, to its CEO at 2424 Boxwood St. Ste 125, Harlingen, Texas 78550. Either Party may change its notice address by written notice.

Section 8.04. Governing Law; Venue. This Agreement is governed by the laws of the State of Texas. Exclusive venue for any action arising under this Agreement lies in the state courts of Cameron County, Texas.

Section 8.05. Entire Agreement; Amendment. This Agreement, together with its exhibits, is the entire agreement of the Parties concerning its subject matter and supersedes all prior

discussions and writings. This Agreement may be amended only by a written instrument executed by both Parties and approved by their respective governing bodies.

Section 8.06. Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions remain in full force, and the Parties shall reform the invalid provision to accomplish its purpose to the extent permitted by law.

Section 8.07. No Third-Party Beneficiaries; Assignment. This Agreement is for the sole benefit of the Parties. Nothing in this Agreement creates rights in any third party, including any contractor, purchaser, or lender. HEDC may not assign this Agreement without the prior written consent of the City Commission.

Section 8.08. Force Majeure. Neither Party is in default for delay caused by events beyond its reasonable control, including acts of God, extraordinary weather, epidemics, war, or governmental action other than that of the Parties, provided the affected Party gives prompt written notice and diligently resumes performance; force majeure extends the Completion Deadline day for day but does not excuse the Minimum Balance Covenant in Section 4.03.

Section 8.09. Authority. Each person signing this Agreement represents that he or she is authorized to execute it on behalf of the Party for which he or she signs, and that all governing-body approvals required by law, including approval by HEDC's authorizing unit under Texas Local Government Code Section 501.073, have been obtained.

Section 8.10. Counterparts. This Agreement may be executed in counterparts, each of which is an original and all of which together constitute one instrument.

EXECUTED to be effective as of the Effective Date.

CITY OF HARLINGEN, TEXAS

By: _____
Gabriel Gonzalez, City Manager

ATTEST:

By: _____
Mayra Herrera, City Secretary

APPROVED AS TO FORM:

By: _____
Mark E. Sossi, City Attorney

DEVELOPMENT CORPORATION OF HARLINGEN, INC

By: _____
Saarang Jay Rama, President

Attest:

By: _____
Javier Segura, Secretary

LIST OF EXHIBITS

Exhibit A — Final Plat, Victoria Commons Phase II Subdivision

Exhibit B — Construction Documents and Engineer's Estimate of Cost (as accepted by the City Engineer)

Exhibit C — Form of Disbursement Request and Pay Application Approval

Exhibit D — HEDC Board Resolution No. ____ and City Commission Resolution No. ____

OWNERS ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF CAMERON

I (WE), THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS THE VICTORIA COMMONS PHASE II SUBDIVISION TO THE CITY OF HARLINGEN, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC (AS APPLICABLE) ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, WATER LINES, SEWER LINES, STORM DRAINS, FIRE HYDRANTS AND PUBLIC PLACES WHICH ARE INSTALLED THEREON, SHOWN OR NOT SHOWN, IF REQUIRED OTHERWISE TO BE INSTALLED OR DEDICATED UNDER THE SUBDIVISION APPROVAL PROCESS OF THE CITY OF HARLINGEN, ALL THE SAME FOR THE PURPOSES THEREIN EXPRESSED, EITHER ON THE PLAT HEREOF OR ON THE OFFICIAL MINUTES OF THE APPLICABLE AUTHORITIES OF THE CITY OF HARLINGEN.

ORLANDO CAMPOS, CEO
DEVELOPMENT CORPORATION OF HARLINGEN, INC

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ORLANDO CAMPOS, KNOWN TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE ___ DAY OF__________, 20___.

NOTARY PUBLIC, CAMERON COUNTY, TX

CERTIFICATION FOR COUNTY CLERK

RECORDING INFORMATION

THE STATE OF TEXAS
COUNTY OF CAMERON

I, SYLVIA GARZA-PEREZ, COUNTY CLERK OF CAMERON COUNTY, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED AND DULY RECORDED ON THE ____DAY OF__________ 20__ AT ____ O'CLOCK __M IN THE MAP RECORDS OF CAMERON COUNTY, TEXAS, DOCUMENT NO.__________

BY: ______________ DEPUTY

HARLINGEN WATERWORKS

THIS SUBDIVISION PLAT WAS APPROVED BY HARLINGEN WATERWORKS SYSTEM ON THIS ______ DAY OF ______________ 2026.

HARLINGEN WATERWORKS
GABRIEL E. TREVINO JR, P.E.
UTILITY ENGINEER

DATE

CITY OF HARLINGEN

I, THE UNDERSIGNED, CITY ENGINEER, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

CITY OF HARLINGEN ENGINEER

DATE

I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF HARLINGEN, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

CHAIRMAN OF THE PLANNING AND ZONING

DATE

I, THE UNDERSIGNED, MAYOR OF THE CITY OF HARLINGEN, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

MAYOR

DATE

ATTEST:
CITY SECRETARY

TAX CERTIFICATE

STATE OF TEXAS
COUNTY OF CAMERON

THE UNDERSIGNED HEREBY CERTIFIES THAT ALL AD VALOREM TAXES OWED TO ALL OF THE TAXING UNITS REPRESENTED BY THE UNDERSIGNED ARE CURRENTLY PAID IN FULL FOR THE AREA INSIDE THE BOUNDARIES OF VICTORIA COMMONS PHASE II SUBDIVISION.

WITNESS MY HAND ON THIS _____ DAY OF __________, 20____.

EDELMIRO "EDDIE" GARCIA
TAX ASSESSOR-COLLECTOR

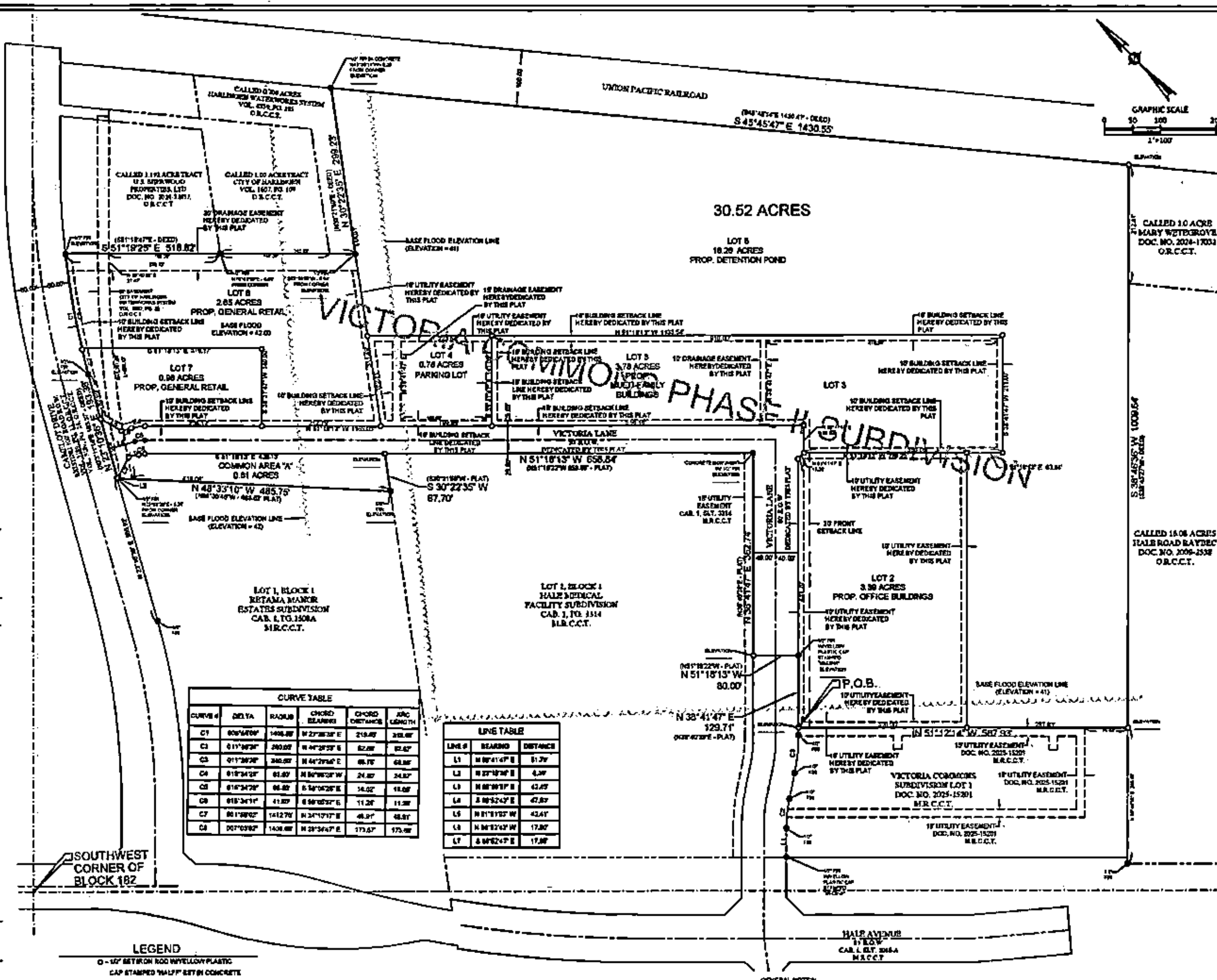
BY ______________
DEPUTY

DRAINAGE DISTRICT NO. #3

CAMERON COUNTY DRAINAGE DISTRICT NO.3 HEREBY APPROVES THE SUBDIVISION ON THE CONDITION THAT THE DISTRICT DOES NOT WARRANT THE ADEQUACY OF ITS DRAINAGE SYSTEM IN CASE OF HEAVY RAINFALL THAT IT WILL NOT BE CALLED UPON BY PRESENT OR FUTURE OWNERS OF ANY LOT OR LOTS IN THIS SUBDIVISION, TO CORRECT ANY DRAINAGE OR FLOODING PROBLEMS ON ANY OF THE LOTS IN SET SUBDIVISION, AND THAT NO STRUCTURE (INCLUDING WITHOUT LIMITATION, FENCES AND BUILDINGS) SHALL BE CONSTRUCTED OR ERECTED ON ANY DRAINAGE RIGHT OF WAY OR DRAINAGE EASEMENT OF THE DISTRICT SHOWN ON THIS PLAT. APPROVAL IS GIVEN ONLY AS IT RELATES TO OTHER MATTERS. ANY FAILURE TO RECORD THIS PLAT IN THE OFFICE OF THE COUNTY CLERK OF CAMERON COUNTY WITHIN ONE YEAR AFTER THIS DATE SHALL CAUSE APPROVAL TO BECOME VOID.

DATED THIS ______ DAY OF ______________ 20__.

PRESIDENT



CURVE TABLE					
CURVE #	DELTA	RADIUS	CHORD BEARING	CHORD DISTANCE	ARC LENGTH
C1	005°44'00"	1406.88'	N 27°38'38" E	219.47'	[illegible]
C2	011°38'24"	260.00'	N 44°28'53" E	52.89'	52.67'
C3	011°38'26"	340.00'	N 44°29'44" E	[illegible]	[illegible]
C4	015°34'23"	91.40'	N 56°08'23" W	24.87'	24.87'
C5	016°34'29"	66.60'	S 56°06'26" E	14.02'	[illegible]
C6	015°34'11"	41.60'	S 56°05'57" E	11.28'	11.28'
C7	001°58'02"	1412.79'	N 24°17'17" E	48.91'	48.91'
C8	007°03'02"	1406.88'	N 28°34'47" E	173.87'	[illegible]

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 38°41'47" E	51.79'
L2	N 27°18'38" E	4.39'
L3	N 88°00'13" E	42.45'
L4	S 88°52'43" E	47.89'
L5	N 51°51'05" W	42.41'
L6	N 86°52'43" W	17.80'
L7	S 86°52'47" E	17.80'

LEGEND

- O - 1/2" SET IRON ROD W/YELLOW PLASTIC CAP STAMPED "HALFF" SET IN CONCRETE
- ( ) - RECORDED INFORMATION
- FIR - FOUND IRON ROD AS NOTED
- M.R.C.C.T. - MAP RECORDS, CAMERON COUNTY, TEXAS
- O.R.C.C.T. - OFFICIAL RECORDS CAMERON COUNTY TEXAS
- D.R.C.C.T. - DEED RECORDS CAMERON COUNTY TEXAS
- R.O.W. - RIGHT-OF-WAY
- VOL. - VOLUME
- PG. - PAGE
- CAB. - CABINET
- SLT. - SLOT
- BM - BENCHMARK
- P.O.B. - POINT OF BEGINNING
- DOC. NO. - DOCUMENT NUMBER

PRELIMINARY

PRELIMINARY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

RELEASE DATE:
09/14/2026

FOR REVIEW ONLY

ENGINEER'S CERTIFICATE

I, BERENICE CHAPA, THE UNDERSIGNED, AM REGISTERED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING AND HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

BERENICE CHAPA, P.E.
TEXAS REGISTRATION NO. 147689

DATE

SURVEYOR'S CERTIFICATE

I, GUADALUPE B. NUNEZ, AM REGISTERED PROFESSIONAL LAND SURVEYOR, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THE ABOVE SUBDIVISION IS TRUE AND CORRECT; WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND; THAT ALL BOUNDARY CORNERS, ANGLE POINTS, POINTS OF CURVATURE AND OTHER POINTS OF REFERENCE HAVE BEEN MARKED WITH SUITABLE PERMANENT MONUMENTS OF THE SIZE AND TYPE NOTED.

GUADALUPE B. NUNEZ JR.
TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5914

DATE

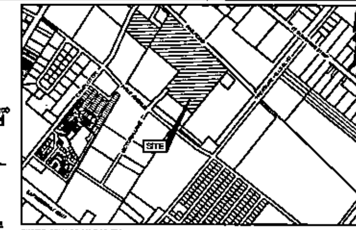
GENERAL NOTES:

1. Basis of bearing is referenced to the Texas State Plane Coordinate System Texas South Zone 4205, North American Datum of 1983 (NAD83) 2011 Adjustment, EPOCH 2010.00, GEOID 18. The Survey Vertical Datum is the North American Vertical Datum of 1988 (NAVD88). All distances are shown in Grid and U.S. Survey feet.
2. The subject property lies within in Zone "AE" as delineated on Flood Insurance Rate Map, Panel Number 48061C0270F, dated February 16, 2018 and, as published by the Federal Emergency Management Agency. Zone "AE" is defined as "Base Flood Elevations determined". The Surveyor utilized the above referenced flood plain information for this determination and the Surveyor does not certify that revised flood plain information has or has not been published by the Federal Emergency Management Agency or some other source.
3. Floodplain Development Permit is required at the time of construction. Base Flood Elevation Lines with elevations 41 and 42 are shown on drawing.
4. Project Organic CLMR-F study Case Number 24-06-2179C performed and approved by Federal Emergency Management Agency dated September 23, 2024 which illustrates finish floors at 43.92'
5. This survey was prepared with the benefit of a Title Commitment (GF No. [illegible]) as issued by Title Resources Group on April 24, 2025 with an effective date of April 8, 2025 and Title Commitment (GF No. [illegible]) as issued by Title Resources Group on December 23, 2025 with an effective date of November 18, 2025.
6. Subject property has access to Victoria Lane.
7. There are no visible encroachments, visible overlapping, apparent conflicts or visible easements, except as shown hereon.
8. Minimum building finished floor elevation shall be no less than or 18 inches above the top of curb of highest elevation on the street, 18 inches above Base Flood Elevation, or 43.92' per CLMR-F, whichever is greater.
9. Drainage improvements shall be required during the building permit phase. The improvements shall be based on the adopted drainage and detention requirements at the time of the subdivision application dated March 27, 2026.
10. Onsite drainage improvements will be private. The underground drainage system will discharge into the drainage easement located lot 6 of the site maintained by Harlingen Economic Development Corporation.
11. A 5.0-ft. ADA compliant sidewalk with associated ADA curb ramps shall be constructed along Victoria Lane and Camelot Drive at the time of building construction.
12. Common Area A is a non-buildable lot and is to be used for landscaping and parking areas. Owner responsible for ownership and maintenance.
13. Setbacks:

LOT 2: Front: 30'
Rear: 10' OR UTILITY EASEMENT WHICHEVER IS GREATER
Side: 10' OR UTILITY EASEMENT WHICHEVER IS GREATER

LOT 3-8: Front: 10' OR UTILITY EASEMENT WHICHEVER IS GREATER
Rear: 10' OR UTILITY EASEMENT WHICHEVER IS GREATER
Side: 10' OR UTILITY EASEMENT WHICHEVER IS GREATER

14. UTILITIES SHALL BE PROVIDED BY:
WATER AND WASTEWATER: HARLINGEN WATERWORKS SYSTEM
ELECTRICAL: AEP
SOLID WASTE: CITY OF HARLINGEN
15. Pursuant to Section 106.133(a)(1)(a) of the Code of Ordinances, Chapter 106 a Park Land Dedication fee of $500 per unit/lot is required for new subdivisions.
16. Lot 2 - Commercial
Lot 3 - Residential
Lot 4 - Commercial
Lot 5 - Detention
Lot 6 - Commercial
Lot 7 - Commercial
17. Lot 6 shall remain undeveloped and shall be utilized primarily as a detention pond area; however, its use shall not be restricted solely to such purpose. A non-exclusive cross-access and shared parking easement is hereby established between Lot 3 and Lot 6 for the purposes of vehicular access, circulation, parking, and other related site functions. The property owners shall be responsible for maintaining the shared parking and cross-access arrangement. This easement and agreement shall run with the land and shall be binding upon all present and future owners of Lots 3 and 6.
18. A Non-Exclusive cross-access and shared parking easement is hereby established between Lot 4, Lot 8, and Lot 7, for the purposes of vehicular access, circulation, parking and related site functions. Parking spaces within the shared parking area may be counted toward the off-street parking requirements of either lot. The property owners shall maintain this shared parking and cross-access agreement and such agreement shall run with the land and be binding on all present and future owners.



LOCATION MAP
SCALE: 1"=800'

OWNER: ORLANDO CAMPOS, CEO
DEVELOPMENT CORPORATION OF HARLINGEN, INC
2424 BOXWOOD ST.
SUITE 125
HARLINGEN, TEXAS 78550
PHONE# 956-216-5081

METES AND BOUNDS DESCRIPTION
OF A
30.52 ACRE TRACT

Being a 30.52 acre tract of land, more or less, out of Block 182, San Benito Land and Water Company Subdivision, Concepcion De Carricitos Grant, in Cameron County, Texas; said 30.52 acre tract further being comprised of the remaining portion of a called 30.53 acre tract conveyed to the Development Corporation of Harlingen, Inc. as recorded in Document Number [illegible] of the Official Records of Cameron County, Texas; said 30.52 acre tract also being comprised of a called 4.737 acre tract conveyed to Development Corporation of Harlingen, Inc. as recorded in Document Number [illegible] of the Official Records of Cameron County, Texas; said 30.52 acre tract being more particularly bounded and described as follows:

[illegible]

THENCE, with the North line of said Victoria Commons Subdivision Lot 1, North 51 degrees 12 minutes 14 seconds West, a distance of 147.83 feet, to the POINT OF BEGINNING;

Said described tract of land containing 30.52 acres, more or less.

7 LOTS
FINAL PLAT
VICTORIA COMMONS PHASE II SUBDIVISION

BEING A 30.52 ACRE TRACT OF LAND, MORE OR LESS, OUT OF BLOCK 182, SAN BENITO LAND AND WATER COMPANY SUBDIVISION, CONCEPCION DE CARRICITOS GRANT, IN CAMERON COUNTY, TEXAS.

PREPARED FOR:
DEVELOPMENT CORPORATION OF HARLINGEN, INC

halff

DRAWN BY: LR.G.
JOB NO.: 53091-006

SEPTEMBER 2026

SHEET 1 OF 1

109

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **October 7, 2026**

Agenda Item:

Consideration and possible action to approve an ordinance on first reading to add a fee schedule for Fire Prevention services to the existing ordinance for the buildings department permit and inspection fee schedules. Attachment **(Fire)**

Prepared By (Print Name):
Title: Fire Chief
Signature:

Brief Summary:

The City of Harlingen is one of the last few cities that does not charge for fire prevention services and permitting. If approved, this would generate approximately $80,000 to $100,000 in revenue.

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: GG ☑ Yes ☐ No ☐ N/A

Comments:

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

ORDINANCE NO. 2026 - _____

AN ORDINANCE OF THE CITY OF HARLINGEN, TEXAS, AMENDING CHAPTER 18, FEES OF THE CODE OF ORDIANCES, BY ADDING SECTION 18-21 FIRE PREVENTION BUREAU FEES; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND DEALING WITH RELATED MATTERS.

WHEREAS, the City of Harlingen, Texas is a home-rule municipality authorized to enact ordinances to protect the health, life, property, safety, and welfare of its citizens; and,

WHEREAS, the City has adopted the 2024 International Fire Code and other applicable technical codes for the protection of life and property from fire and hazards; and,

WHEREAS, the City's Fire Prevention Bureau performs plan reviews, inspections, acceptance testing, and other services associated with the installation and modification of fire protection systems;

WHEREAS, the City Commission desires to establish reasonable fees associated with the administration and performance of such services; and,

WHEREAS, The City Commission finds that establishing such fees serves the public health, safety, and welfare.

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

SECTION I. Chapter 18 Fees, of the Code of Ordinances of the City of Harlingen, Texas, is hereby amended by adding the new §18-21 "**Fire Prevention Bureau Fees,**" to read as follows:

Type	**Fee**
New Fire Alarm System	
Plan Review	$100.00
Permit	$50.00
Inspection	$50.00
Additional Plan Review/Resubmittal	$50.00
Re-Inspection	$50.00
Fire Alarm Modification	
Plan Review	$50.00
Permit	$50.00
Inspection	$50.00

Additional Plan Review/Resubmittal	$30.00
Re-Inspection	$50.00
Electronic Access	
Plan Review	$50.00
Permit	$50.00
Inspection	$50.00
Additional Plan Review/Resubmittal	$30.00
Re-Inspection	$50.00
New Fire Sprinkler System	
Hydrant Flow Test	$50.00
Plan Review	$100.00
Permit	$50.00
Underground Hydro Inspection	$50.00
Flush	$50.00
Aboveground Acceptance Test	$50.00
Additional Plan Review/Resubmittal	$50.00
Re-Inspection	$50.00
Fire Sprinkler Modification	
Plan Review	$50.00
Permit	$50.00
Inspection	$50.00
Additional Plan Review/Resubmittal	$30.00
Re-Inspection	$50.00
New Commercial Kitchen Hood Suppression	
Plan Review	$100.00
Permit	$50.00
Inspection	$50.00
Additional Plan Review/Resubmittal	$50.00
Re-Inspection	$50.00

Commercial Kitchen Hood Suppression Modification	
Plan Review	$50.00
Permit	$50.00
Inspection	$50.00
Additional Plan Review/Resubmittal	$30.00
Re-Inspection	$50.00
Work Started without Permit	**1.5X permit fee**

SECTION II. SEVERABILITY CLAUSE

Should any paragraph, phrase, sentence, or clause of this ordinance be determined to be unconstitutional, said determination shall not affect the remaining paragraphs, phrases, sentences, or clauses, which shall remain in full force and effect.

SECTION III. EFFECTIVE DATE

This ordinance shall become effective immediately from and after the final and lawful passage hereof and publication of the caption hereof as provided for and required in the Code of Ordinances.

PASSED and **APPROVED** on **First Reading** this ____ day of _____ 2026.

PASSED, APPROVED, AND ADOPTED on **Second and Final Reading** this _____ day of _____ 2026.

_____
Norma Sepulveda, Mayor

Attest:

_____
Mayra Herrera, City Secretary

Approved as to form:

_____
Mark Sossi, City Attorney

AGENDA ITEM
EXECUTIVE SUMMARY

10h

Meeting Date: **October 07, 2026**

Agenda Item:
Consideration and possible action to approve an ordinance on second and final reading amending The Harlingen Code of Ordinances Chapter 18 Master Fee Schedule to provide a twenty percent (20%) discount on green fees and Golf Cart Fees at the Tony Butler Golf Course for City employees, Veterans, and Harlingen teachers. Attachment ***(Golf)***

Prepared By:	Jeff Hart
Title:	Director of Golf
Signature:	*Jeff Hart*

Summary:
Staff asks the city commission to provide additional resources for city employees that aims and better enables it to provide quality facilities for the enjoyment and is a health and wellness category for all city employees, veterans and Harlingen teachers and reduces the cost of fees for green fees and carts at Tony Butler by by 20%.

Staff Recommendation:
Staff recommends decreasing the rates by 20% for all fees at Tony Butler Golf Course as a part of the continued support of city employees, veterans, and Harlingen teacher's health and wellness.

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

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

ORDINANCE NO. 2026-____

AN ORDINANCE OF THE CITY OF HARLINGEN, TEXAS AMENDING CHAPTER 18, MASTER FEE SCHEDULE OF THE HARLINGEN CODE OF ORDINANCES TO PROVIDE A TWENTY PERCENT (20%) DISCOUNT ON GREEN FEES AND GOLF CART FEES AT THE TONY BUTLER GOLF COURSE FOR CITY EMPLOYEES, VETERANS, AND HARLINGEN TEACHERS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND ORDAINING OTHER MATTERS PERTAINING TO THE FOREGOING

WHEREAS, the City of Harlingen provides and maintains the Tony Butler Golf Course, to enhance the quality of life and provide opportunities for healthy activities for Harlingen residents and visitors; and

WHEREAS, the city finds that promoting health, wellness, and recreational opportunities for city employees, Veterans and Harlingen teachers serve a valid public purpose by encouraging physical activity and enhancing quality of life; and

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF HARLINGEN:

Section 1. That Chapter 18, Master Fee Schedule of the Code of Ordinances of the City of Harlingen is hereby amended to incorporate a twenty percent (20%) discount on regularly established green fees and golf cart rental fees to city employees upon presentation of appropriate identification or other documentation as required by the City by adjusting and increasing fees for Tony Butler Golf Course.

Rate	Current	Proposed
18-Hole Green Fee & Cart	$40	$32
9-Hole Green Fee Cart	$28	$22
18-Hole Twilight Green Fee and Cart	$28	$22
9-Hole Twilight Green Fee and Cart Rate	$22	$18

PASSED AND APPROVED ON FIRST READING this ____ day of September 2026

PASSED AND APPROVED ON SECOND AND FINAL READING this ____ day of September 2026, at a regular meeting of the Elective Commission of the City of Harlingen, Texas at which a quorum was present and 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

AGENDA ITEM
EXECUTIVE SUMMARY

10 i

Meeting Date: **October 7, 2026**

Agenda Item:

Consideration and possible action to approve an ordinance on first reading amending the Harlingen Code of Ordinances city policies governing the rental and reservation of the Tony Butler Golf Course Conference Room, to limit reservations to no more than forty-five (45) days in advance of an event, in order to prioritize conference room availability for tournaments and related events. Attachment ***(Golf)***

Prepared By: Jeff Hart
Title: Director of Golf
Signature:

Summary:

Staff asks the city council to restrict rental of conference to no more than 45 days in advance of event. This is to make sure that tournaments have priority for the conference room when they have an event.

Staff Recommendation:

Staff recommend that no party may make arrangements only 45 days or less to rent the conference for an event or party.

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

Comments:

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

ORDINANCE NO. 2026-___

AN ORDINANCE OF THE CITY OF HARLINGEN, TEXAS, AMENDING THE CITY'S POLICIES AND REGULATIONS GOVERNING THE RENTAL AND RESERVATION OF TONY BUTLER GOLF COURSE CONFERENCE ROOM FACILITIES; ESTABLISHING A LIMITATION THAT CONFERENCE ROOM RESERVATIONS MAY NOT BE MADE MORE THAN FORTY-FIVE (45) DAYS IN ADVANCE OF THE SCHEDULED EVENT; PROVIDING FOR PRIORITY CONSIDERATION FOR TOURNAMENTS AND RELATED EVENTS; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Harlingen provides and maintains the Tony Butler Golf Course, to enhance the quality of life and provide opportunities for healthy activities for Harlingen residents and visitors; and

WHEREAS, the city finds that providing for additional resources in the maintenance of the Tony Butler Golf Course furthers these aims and better enables it to provide quality facilities for the enjoyment of the public; and

WHEREAS, limiting advance reservations for the conference room will assist in ensuring that the facility remains reasonably available for tournaments and related events; and

WHEREAS, the City Commission finds that establishing a limitation of forty-five (45) days for advance conference room reservations is in the best interest of the City and its residents.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF HARLINGEN:

SECTION 1. AMENDMENT.

The City of Harlingen's policies and regulations governing the rental and reservation of City conference room facilities are hereby amended to ensure that reservations for the conference room may not be made more than forty-five (45) days in advance of the scheduled event date.

PASSED AND APPROVED on first reading this _____day of _____,2026.

PASSED, APPROVED, and ADOPTED on second and final reading 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 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

10 j

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **October 7, 2026**

Agenda Item:

Consideration of possible action to approve an Ordinance authorizing the issuance and delivery of the City of Harlingen, Texas Waterworks and Sewer System Revenue Bonds, Series 2026C (CWSRF); authorizing the execution of a paying agent/registrar agreement and an escrow agreement relating to such bonds; and pledging the revenues of the city's waterworks and sewer system to the payment of the principal and interest on said bonds; and ordaining other matters relating thereto

Prepared By (Print Name): Ronald De La Garza, M.B.A.
Title: Finance and Revenue Director
Signature:

Brief Summary:

In 2022, Harlingen Waterworks System completed a comprehensive master plan for water and wastewater capital improvement projects and submitted a preliminary application requesting funds for such projects through the Texas Water Development Board's (TWDB) Clean Water SRF program. November 19th, 2025 TWDB approved funding HWWS construction of wastewater system improvements through the Clean Water State Revolving Fund program. On October 5th, 2026, HWWS Board of Trustees adopted a resolution for issuance of the Bonds and pursuant to TWDB procedures, it is necessary for the City Commission to approve the financing agreement and issuance of the Waterworks and Sewer System Revenue Bonds, Series 2026C (CWSRF) in the amount of $11,085,000.

Funding (if applicable):

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

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

Staff Recommendation:

Staff recommends approving the ordinance authorizing the issuance of the bonds.

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

Comments:

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

form revised 01/26/09

ORDINANCE AUTHORIZING THE ISSUANCE AND DELIVERY OF THE CITY OF HARLINGEN, TEXAS WATERWORKS AND SEWER SYSTEM REVENUE BONDS, SERIES 2026C (CWSRF); AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND AN ESCROW AGREEMENT RELATING TO SUCH BONDS; AND PLEDGING THE REVENUES OF THE CITY'S WATERWORKS AND SEWER SYSTEM TO THE PAYMENT OF THE PRINCIPAL AND INTEREST ON SAID BONDS; AND ORDAINING OTHER MATTERS RELATING THERETO

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

WHEREAS, the City Commission of the City of Harlingen, Texas (the "***Issuer***") finds and declares a public purpose and deems it advisable and in the best interests of the Issuer to issue a series of bonds (defined in Section 1 herein as the "***Series 2026C Bonds***" or the "***Bonds***") to pay costs to acquire, purchase, construct, improve, enlarge, or equip the Issuer's waterworks system and sewer system (the "System") and to pay costs of issuance; and

WHEREAS, there is presently outstanding the following bonds of the Issuer which are secured by a first lien on the Net Revenues of the System:

City of Harlingen, Texas Waterworks and Sewer System Revenue Bonds, Series 2015A, dated September 1, 2015, maturing November 1, 2026 through November 1, 2035, now outstanding in the principal amount of $6,910,000 (the "***Series 2015A Bonds***"); and

City of Harlingen, Texas Waterworks and Sewer System Revenue Refunding Bonds, Series 2015B, dated September 15, 2015, maturing November 1, 2026 through November 1, 2030, now outstanding in the principal amount of $1,585,000 (the "***Series 2015B Bonds***"); and

City of Harlingen, Texas Waterworks and Sewer System Revenue Refunding Bonds, Series 2019, dated November 1, 2019, maturing November 1, 2026 through November 1, 2035, now outstanding in the principal amount of $3,555,000 (the "***Series 2019 Bonds***"); and

City of Harlingen, Texas Waterworks and Sewer System Revenue Bonds, Series 2024A, dated August 1, 2024, maturing November 1, 2026 through November 1, 2054, now outstanding in the principal amount of $9,755,000 (the "***Series 2024A (CWSRF) Bonds***");

City of Harlingen, Texas Waterworks and Sewer System Revenue Bonds, Taxable Series 2025 (LSL), dated July 1, 2025, maturing November 1, 2026 through November 1, 2040, now outstanding in the principal amount of $785,000 (the "***Taxable Series 2025 (LSL) Bonds***");

City of Harlingen, Texas Waterworks and Sewer System Revenue Bonds, Series 2026 (WLAF), dated February 1, 2026, maturing November 1, 2026 through November 1, 2041, now outstanding in the principal amount of $2,480,000 (the "***Series 2026 (WLAF) Bonds***")

City of Harlingen, Texas Waterworks and Sewer System Revenue Bonds, Series 2026A (WLAF), dated February 1, 2026, maturing November 1, 2026 through November 1, 2041, now outstanding in the principal amount of $2,495,000 (the "***Series 2026A (WLAF) Bonds***"); and

City of Harlingen, Texas Waterworks and Sewer System Revenue Bonds, Series 2026B (EDAP), dated February 1, 2026, maturing November 1, 2026 through November 1, 2041, now outstanding in the principal amount of $12,560,000 (the "***Series 2026B (EDAP) Bonds***").

WHEREAS, the Issuer has made application to the Texas Water Development Board for financial assistance for the purpose of paying the costs of acquiring, purchasing, constructing, improving, enlarging and equipping the System (the "Project") with an estimated total costs of approximately $11,085,000 (the "Total Project Cost"); and

WHEREAS, the Issuer anticipates that the financial assistance for which it has applied will be awarded in the form of a loan; and

WHEREAS, the Issuer deems it advisable to approve the bonds herein after authorized to pay a portion of the Total Project Costs to be paid from a loan; and

WHEREAS, the bonds hereinafter authorized are to be issued and delivered pursuant to Chapter 1502 of the Texas Government Code; and

WHEREAS, the meeting was open to the public and written notice of the date, hour, place, and subject of said meeting was given pursuant to Chapter 551, Texas Government Code.

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

Section 1. AUTHORIZATION, AMOUNT, PURPOSE, AND REDEMPTION PROVISIONS OF THE BONDS. (a) The Issuer's Bonds to be designated "CITY OF HARLINGEN, TEXAS WATERWORKS AND SEWER SYSTEM REVENUE BONDS, SERIES 2026C (CWSRF)'' (the "***Series 2026C Bonds***" or "***Bonds***") are hereby authorized to be issued and delivered in the aggregate principal amount of ***$11,085,000 FOR THE PURPOSE OF ACQUIRING, PURCHASING, CONSTRUCTING, IMPROVING, ENLARGING, OR EQUIPPING THE SYSTEM TO WIT: WASTEWATER TREATMENT PLANT #2 IMPROVEMENTS, AND TO PAY COSTS OF ISSUANCE,*** issued in accordance with the Constitution and laws of the State of Texas, particularly Chapter 1502, Texas Government Code, as amended, pursuant to this Ordinance.

(b) The terms "***Series 2026C Bonds***" and "***Bonds***" as used in this Ordinance shall mean and include, the Series 2026C Bonds initially issued and delivered pursuant to this Ordinance and all

substitute bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto.

(c) Optional Redemption. The Bonds having Stated Maturities on and after November 1, 20__ shall be subject to redemption prior to Stated Maturity, at the option of the Issuer, on November 1, 20__, or on any date thereafter, as a whole or in part, in inverse order of maturity, in principal amounts of $5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar), at the redemption price of par plus accrued interest to the date of redemption.

(d) Exercise of Redemption Option. At least forty-five (45) days prior to a date set for the redemption of Bonds (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the Issuer shall notify the Paying Agent/Registrar of its decision to exercise the right to redeem Bonds, the principal amount of each Stated Maturity to be redeemed, and the date set for the redemption thereof. The decision of the Issuer to exercise the right to redeem Bonds shall be entered in the minutes of the governing body of the Issuer.

(e) Selection of Bonds for Redemption. If less than all of the Bonds of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall select at random and by lot the Bonds to be redeemed, provided that if less than the entire principal amount of a Bond is to be redeemed, the Paying Agent/Registrar shall treat such Bond then subject to redemption as representing the number of Bonds outstanding which is obtained by dividing the principal amount of such Bond by $5,000.

(f) Notice of Redemption. Not less than thirty (30) days prior to a redemption date for the Bonds, a notice of redemption shall be sent by United States Mail, first class postage prepaid, in the name of the Issuer and at the Issuer's expense, by the Paying Agent/Registrar to each Owner of a Bond to be redeemed in whole or in part at the address of the Owner appearing on the Security Register at the close of business on the business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Owner.

All notices of redemption shall (i) specify the date of redemption for the Bonds, (ii) identify the Bonds to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Bonds, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified, and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, and (v) specify that payment of the redemption price for the Bonds, or the principal amount thereof to be redeemed, shall be made at the corporate trust office of the Paying Agent/Registrar only upon presentation and surrender thereof by the Owner.

Subject, in the case of an optional redemption pursuant to Section 1(c), to any conditions or rights reserved by the Issuer in the notice, if a Bond is subject by its terms to redemption and has been called for redemption and notice of redemption thereof has been duly given or waived as herein provided, such Bond (or the principal amount thereof to be redeemed) so called for redemption shall become due and payable, and if money sufficient for the payment of such Bonds

(or of the principal amount thereof to be redeemed) at the then applicable redemption price is held for the purpose of such payment by the Paying Agent/Registrar, then on the redemption date designated in such notice, interest on the Bonds (or the principal amount thereof to be redeemed) called for redemption shall cease to accrue, and such Bonds shall not be deemed to be outstanding in accordance with the provisions of this Ordinance.

(g) Conditional Notice of Redemption. The Issuer reserves the right to give notice of its election or direction to redeem Bonds conditioned upon the occurrence of subsequent events. Such notice may state that (i) the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) the Issuer retains the right to rescind such notice at any time prior to and including the scheduled redemption date upon delivery of written instructions to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice. Upon such rescission, the notice and redemption shall be of no effect. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds called for redemption subject to a conditional notice of redemption and such redemption has been rescinded shall remain outstanding, and the rescission shall not constitute a default under this Ordinance. Further, in the case of a redemption for which a conditional notice of redemption has been given, the failure of the Issuer to make moneys and or authorized securities available in part or in whole on or before the redemption date shall not constitute a default under this Ordinance.

(h) Transfer/Exchange of Bonds. Neither the Issuer nor the Paying Agent/Registrar shall be required (1) to transfer or exchange any Bond during a period beginning forty-five (45) days prior to the date fixed for redemption of the Bonds or (2) to transfer or exchange any Bond selected for redemption, provided, however, such limitation of transfer shall not be applicable to an exchange by the Owner of the unredeemed balance of a Bond which is subject to redemption in part.

Section 2. DESIGNATION AND DATE OF BONDS. Each bond issued pursuant to this Ordinance shall be designated: **"CITY OF HARLINGEN, TEXAS WATERWORKS AND SEWER SYSTEM REVENUE BONDS, SERIES 2026C (CWSRF),"** shall be dated _____, 2026 and initially there shall be issued, sold, and delivered hereunder fully registered Bonds, without interest coupons, payable to the respective owners thereof or to the registered assignee or assignees of said bonds or any portion or portions thereof (in each case, the "***Owner***"). The Bonds shall be in the respective denominations and principal amounts, shall be numbered, shall mature and be payable on the date or dates in each of the years and in the principal amounts or amounts due at maturity, as applicable, and shall bear interest to their respective dates of maturity or redemption prior to maturity at the rates per annum, as set forth in Section 3(b) of this Ordinance.

Section 3. DATE, DENOMINATION, NUMBERS, MATURITIES. (a) The Bonds shall be dated _____ 1, 2026, in the denominations of $5,000 or in any integral multiple thereof, and shall be numbered separately from R-1 upward, except the Initial Bond, which shall be numbered T-1.

(b) The Bonds shall mature in the principal amounts at the per annum rates and shall mature on November 1 in each of the years set forth below:

Year	Principal Amount	Interest Rate	Year	Principal Amount	Interest Rate
2026	$		2041	$	
2027			2042		
2028			2043		
2029			2044		
2030			2045		
2031			2046		
2032			2047		
2033			2048		
2034			2049		
2035			2050		
2036			2051		
2037			2052		
2038			2053		
2039			2054		
2040			2055		

(c) The Bonds (i) may be prepaid or redeemed prior to the respective scheduled due dates of installments of principal thereof, (ii) may be assigned and transferred, (iii) may be converted and exchanged for other Bonds, (iv) shall have the characteristics, and (v) shall be signed and sealed, and the principal of and interest on the Bond shall be payable, all as provided, and in the manner required or indicated, in the FORM OF BOND set forth in this Ordinance.

Section 4. INTEREST. The Bonds shall bear interest at the rates set out in Section 3 of this Ordinance from the later of the Issuance Date or the most recent interest payment date to which interest has been paid or duly provided for and will be calculated on the basis of a 360-day year of twelve 30-day months and said interest shall be payable in the manner provided and on the dates stated in the FORM OF BOND set forth in Section 5 of this Ordinance.

Section 5. FORM OF BOND. The form of the Bond, including the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to accompany the Initial Bond (unless accompanied by such other form of registration certificate as then utilized by the Comptroller of Public Accounts of the State as described in Section 6(b)(iii) of this Ordinance), the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Bonds, shall be substantially as follows:

(a) Form of Bond:

REGISTERED
No. _____

REGISTERED
$_____

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF CAMERON
CITY OF HARLINGEN, TEXAS
WATERWORKS AND SEWER SYSTEM
REVENUE BONDS, SERIES 2026C (CWSRF)

INTEREST RATE	MATURITY DATE	ISSUANCE DATE	DATED DATE	CUSIP NUMBER
_____%	November 1, 20__	_____	_____, 2026	_____

THE CITY OF HARLINGEN, IN CAMERON COUNTY, TEXAS (the "***Issuer***"), being a political subdivision of the State of Texas, hereby promises to pay to

_____

or registered assigns, on the Maturity Date specified above, the sum of

_____ DOLLARS

and to pay interest thereon from the later of the Issuance Date identified above or the most recent interest payment date to which interest has been paid or duly provided for to the maturity date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above; with interest being payable on _____ __, 202_ and semiannually thereafter on each November 1 and May 1, mailed to the Owner as shown on the books of registration kept by the Paying Agent/Registrar as the fifteenth day of the month next preceding each interest payment date; provided, however, that for so long as the Texas Water Development Board ("TWDB") is the Owner of the Bonds, all payments of principal and interest will be made in wire transfer form at no cost to TWDB.

THE PRINCIPAL OF AND THE INTEREST ON this Bond are payable without exchange or collection charges in lawful money of the United States of America. Principal of this Bond (or so much thereof as shall not have been paid or deemed to have been paid upon prior redemption) shall be payable on the Maturity Date specified above (unless redeemed prior thereto as provided in this Bonds) upon presentation and surrender of this Bond at the corporate trust office in Dallas, Texas (the "Designated Payment/Transfer Office") of BOKF, NA (the "Paying Agent/Registrar"), as initial Paying Agent Registrar, or with respect to a successor Paying Agent/Registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the interest payment date mailed by the Paying Agent/Registrar for this Bond. Payment of all and interest on this Bond shall be made by the Paying Agent/Registrar to the Owner hereof on each interest payment date by check or draft, dated

as of such date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Bond (the "***Ordinance***") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such principal and/or interest payment date, to the Owner hereof, at the address of the Owner, as it appeared on the 15th day of the month next preceding each such date (the "***Record Date***") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described, or by such other method acceptable to the Paying Agent/Registrar requested by, and at the risk and expense of, the Owner. The Issuer covenants with the Owner of this Bond that on or before each principal and/or interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on this Bond, when due.

THIS BOND is dated _____ 1, 2026 and is one of a series of fully registered bonds specified in the title hereof issued in the aggregate principal amount of $11,085,000 (herein referred to as the "Bonds"), for the purpose of evidencing the indebtedness of the Issuer for all or any part of the costs associated with the improvements to the Issuer's waterworks and sewer system, and the costs of professional services related thereto, issued in accordance with the Constitution and laws of the State of Texas, particularly Chapter 1502, Texas Government Code, as amended, pursuant to an ordinance duly adopted by the City Commission of the Issuer (the "Ordinance") which Ordinance is of record in the official minutes of the City Commission.

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND has been authorized in accordance with the Constitution and laws of the State of Texas, in the principal amount of ***11,085,000 FOR THE PURPOSE OF ACQUIRING, PURCHASING, CONSTRUCTING, IMPROVING, ENLARGING OR EQUIPPING THE ISSUER'S WATERWORKS AND SEWER SYSTEM (THE "SYSTEM") TO WIT: WASTEWATER TREATMENT PLANT #2 IMPROVEMENTS, AND TO PAY COSTS OF ISSUANCE***.

THE ISSUER HAS RESERVED THE OPTION to redeem the Bonds maturing on or after November 1, 203_, in whole or in part, in inverse order of maturity, before their respective scheduled maturity dates, on November 1, 203_, or on any date thereafter, at a price equal to the principal amount of the Bonds so called for redemption plus accrued interest to the date fixed for redemption. If less than all of the Bonds of a Stated Maturity are to be redeemed, in inverse order of maturity, the Issuer shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the portions of the Bonds thereof, within such Stated Maturity and in such principal amounts, for redemption.

NOT LESS THAN THIRTY (30) DAYS prior to a redemption date for the Bonds, the Issuer shall cause a notice of redemption to be sent by United States mail, first class, postage prepaid, to the Owner of the Bonds to be redeemed at the address of the Owner appearing on the registration books of the Paying Agent/Registrar at the close of business on the business day next preceding the date of mailing such notice.

IN THE ORDINANCE, THE ISSUER RESERVES THE RIGHT, in the case of an optional redemption, to give notice of its election or direction to redeem Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the Issuer retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the Issuer delivers a certificate of the Issuer to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owner. Any Bonds subject to conditional redemption and such redemption has been rescinded shall remain outstanding, and the rescission of such redemption shall not constitute an Event of Default. Further, in the case of a conditional redemption, the failure of the Issuer to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an Event of Default. Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice. Notice having been so given and subject, in the case of an optional redemption, to any rights or conditions reserved by the Issuer in the notice, the Bonds called for redemption shall become due and payable on the specified redemption date, and notwithstanding that any obligation or portion thereof has not been surrendered for payment, interest on such obligation or portion thereof shall cease to accrue.

THIS BOND OR ANY PORTION OR PORTIONS HEREOF IN ANY INTEGRAL MULTIPLE OF $5,000, may be assigned by the Owner hereof and shall be transferred only in the Registration Books of the Issuer kept by the Paying Agent/Registrar acting in the capacity of registrar for the Bonds, upon the terms and conditions set forth in the Ordinance. Among other requirements for such transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar for cancellation, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment by the Owner of this Bond, or any portion or portions hereof in any integral multiple of $5,000, to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be transferred and registered. Any instrument or instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any such portion or portions hereof by the Owner hereof. A new bond or bonds payable to such assignee or assignees (which then will be the new Owner or Owners of such new Bond or Bonds) or to the Owner as to any portion of this Bond which is not being assigned and transferred by the Owner, shall be delivered by the Paying Agent/Registrar in conversion of and exchange for this Bond or any portion or portions hereof, but solely in the form and manner as provided in the next paragraph hereof for the conversion and exchange of this Bond or any portion hereof. The Owner of this Bond shall be deemed and treated by the Issuer and the Paying Agent/Registrar as the absolute

Owner hereof for all purposes, including payment and discharge of liability upon this Bond to the extent of such payment, and the Issuer and the Paying Agent/Registrar shall not be affected by any notice to the contrary.

NOTWITHSTANDING THE FOREGOING, so long as this Bond is registered in the name of a securities depository (or nominee thereof), all payments with respect to principle of and interest on this Bond, and all notices with respect hereto, shall be made and given, respectively, in the manner provided in such security depository's then current operational procedures.

AS PROVIDED above and in the Ordinance, this Bond, to the extent of the unpaid or unredeemed principal balance hereof, may be converted into and exchanged for a like aggregate principal amount of fully registered bonds, without interest coupons, payable to the assignee or assignees duly designated in writing by the Owner hereof, or to the Owner as to any portion of this Bond which is not being assigned and transferred by the Owner, in any denomination or denominations in any integral multiple of $5,000 (subject to the requirement hereinafter stated that each substitute bond issued in exchange for any portion of this Bond shall have a single stated principal maturity date), upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Ordinance. If this Bond or any portion hereof is assigned and transferred or converted each bond issued in exchange for any portion hereof shall have a single stated principal maturity date corresponding to the due date of the installment of principal of this Bond or portion hereof for which the substitute bond is being exchanged, and shall bear interest at the rate applicable to and borne by such installment of principal or portion thereof. Such bonds, respectively, shall be subject to redemption prior to maturity on the same dates and for the same prices as the corresponding installment of principal of this Bond or portion hereof for which they are being exchanged. No such bond shall be payable in installments, but shall have only one stated principal maturity date. AS PROVIDED IN THE ORDINANCE, THIS BOND IN ITS PRESENT FORM MAY BE ASSIGNED AND TRANSFERRED OR CONVERTED ONCE ONLY, and to one or more assignees, but the bonds issued and delivered in exchange for this Bond or any portion hereof may be assigned and transferred, and converted, subsequently, as provided in the Ordinance. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for transferring, converting, and exchanging this Bond or any portion thereof, but the one requesting such transfer, conversion, and exchange shall pay any taxes or governmental charges required to be paid with respect thereto. The Paying Agent/Registrar shall not be required to make any such assignment, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or, (ii) with respect to any Bond or portion thereof called for prepayment or redemption prior to maturity, within 45 days prior to its prepayment or redemption date.

IN THE EVENT any Paying Agent/Registrar for this Bond is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and promptly will cause written notice thereof to be mailed to the Owner of this Bond.

IT IS HEREBY certified, recited, and covenanted that this Bond has been duly and validly authorized, issued, sold, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this

Bond have been performed, existed, and been done in accordance with law, that this Bond is a special obligation; and that the interest on and principal of this Bond, together with other Outstanding Bonds (as defined in the Ordinance), are payable from, and secured by a first lien on and pledge of the Net Revenues of said Issuer's combined Waterworks System and Sewer System.

THE ISSUER has reserved the right, subject to the restrictions stated and adopted by reference in the Ordinance authorizing this Bond, to issue additional parity revenue bonds which also may be made payable from, and secured by a lien on and pledge of the aforesaid Net Revenues.

THE OWNER HEREOF shall never have the right to demand payment of this obligation out of any funds raised or to be raised by taxation, or from any source whatsoever other than the aforesaid Net Revenues.

BY BECOMING the Owner of this Bond, the Owner thereby acknowledges all of the terms and provisions of the Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Bond and the Ordinance constitute a contract between the Owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed with the manual or facsimile signature of the Mayor of the Issuer and countersigned with the manual or facsimile signature of the City Secretary of the Issuer, has caused the official seal of the Issuer to be duly impressed or placed in facsimile on this Bond.

City Secretary

Mayor

(CITY SEAL)

(b) Form of Comptroller's Registration Certificate.

The following Comptroller's Registration Certificate may be deleted from the definitive Bonds if such certificate on the Initial Bond is fully executed. If an alternate form of registration certificate is then utilized by the Comptroller of Public Accounts of the State as described in Section 6(b)(iii) of this Ordinance, such form may be substituted for this Form of Comptroller's Registration Certificate.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER §
OF PUBLIC ACCOUNTS §
OF THE STATE OF TEXAS §

REGISTER NO. _____

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my hand and seal of office at Austin, Texas, _____.

_____
Comptroller of Public Accounts
of the State of Texas

(c) Form of Certificate of Paying Agent/Registrar:

The following Certificate of Paying Agent/Registrar may be deleted from the Initial Bond if the executed Comptroller's Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Bond of this series of Bonds was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and that this is one of the Bonds referred to in the within-mentioned Ordinance.

BOKF, NA,
as Paying Agent/Registrar

Dated: _____
Authorized Signatory

By: _____

(d) Form of Assignment:

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto (Print or typewrite name, address and zip code of transferee): _____

_____

(Social Security or other identifying number: (_____)) the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____
Signature Guaranteed By:

_____
Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

(e) The Initial Bond shall be in the form set forth in paragraphs (a), (b), and (d) of this Section, except for the following alterations:

(i) immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As Shown Below" and the words "CUSIP NUMBER" deleted; and

(ii) in the first paragraph of the Bond, the words "on the Maturity Date specified above, the sum of _____DOLLARS" shall be deleted and the following will be inserted: "on November 1 in each of the years, in the principal installments and bearing interest at the per annum rates set forth with the following schedule:

Year	Principal Amount	Interest Rate

(iii) (Information to be inserted from schedule in Section 3(b) of this Ordinance)

Section 6. GENERAL TERMS AND PROVISIONS REGARDING THE BONDS.

(a) Medium, Method and Place of Payment.

(i) The principal of and interest on the Bonds shall be paid in lawful money of the United States of America. Notwithstanding any provisions of this Ordinance to the contrary, for so long as the TWDB is the Owner of the Bonds, all payments of principal and interest will be made in wire transfer form at no cost to the TWDB.

(ii) Interest on the Bonds shall be paid by check, dated as of the interest payment date, and sent United States mail, first class, postage prepaid, by the Paying Agent/Registrar to each Owner as shown in the Register at the close of business on the Record Date, at the address of each such Owner as such appears in the Register, or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the Owner; provided, however, that the Owner shall bear all risk and expense of such other banking arrangements.

(iii) The principal of each Bond shall be paid to the Owner thereof on the Maturity date thereof at Maturity upon presentation and surrender of such Bond at the Designated Payment/Transfer Office.

(iv) If the date for the payment of the principal of or interest on the Bonds is not a Business Day, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due and no additional interest shall be due by reason of nonpayment on the date on which such payment is otherwise stated to be due and payable.

(v) In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the special payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five (5) Business Days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Owner of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the last Business Day next preceding the date of mailing of such notice.

(vi) Unclaimed Payments shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owners of the Bonds to which such Unclaimed Payments pertain. Subject to Title 6, Texas Property Code, Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three (3) years after the applicable payment or redemption date shall be applied to the next payment or payments on the Bonds thereafter coming due and, to the extent any such money remains three (3) years after the retirement of all outstanding Bonds, such money shall be paid to the Issuer to be used for any lawful purpose. Thereafter, neither the Issuer, the Paying Agent/Registrar nor any other person shall be liable or responsible to any Owners of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to Title 6, Texas Property Code.

(b) Execution and Registration of Bonds.

(i) The Bonds shall be executed on behalf of the Issuer by the Mayor and the City Secretary, by their manual or facsimile signatures, and the official seal of the Issuer shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the Issuer had been manually impressed upon each of the Bonds.

(ii) In the event that any officer of the Issuer whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(iii) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed certificate of Paying Agent/Registrar described above, the Initial Bond delivered at the Closing Date shall (i) have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State, or by his/her duly authorized agent, or (ii) be accompanied by such other form of registration certificate as utilized by the Comptroller of Public Accounts of the State or by his/her duly authorized agent, which certificate may be attached to the opinion of the Attorney General of the State, and either such certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General of the State, and that it is a valid and binding obligation of the City, and that it has been registered by the Comptroller of Public Accounts of the State.

(iv) On the Issuance Date, one Initial Bond representing the entire principal amount of the Bonds payable in stated installments to TWDB or its designee, executed by the manual or facsimile signatures of the Mayor and the City Secretary, approved by the Attorney General of the State, registered by the Comptroller of Public Accounts of the State, and accompanied by a certificate of registration manually or electronically signed by the Comptroller of Public Accounts of the State, will be delivered to the TWDB or its designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver registered definitive Bonds to DTC in accordance with (g) hereof. To the extent the Paying Agent/Registrar is eligible to participate in DTC's FAST System, as evidenced by an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.

(c) Ownership.

(i) The Issuer, the Paying Agent/Registrar and any other person may treat the Owner as the absolute owner of such Bond for the purpose of making and receiving payment of

the principal thereof for the further purpose of making and receiving payment of the interest thereon (subject to the provisions herein that the interest on the Bonds is to be paid to the person in whose name the Bond is registered on the Record Date or Special Record Date, as applicable), and for all other purposes, whether or not such Bond is overdue, and neither the Issuer nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(ii) All payments made to the Owner of a Bond shall be valid and effectual and shall discharge the liability of the Issuer and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

(d) Registration, Transfer and Exchange.

(i) So long as any Bonds remain outstanding, the Issuer shall cause the Paying Agent/Registrar to keep at its Designated Payment/Transfer Office a bond register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Ordinance. The Issuance Date of each Bond originally delivered to and paid for by TWDB shall be recorded in the Register.

(ii) The ownership of a Bond may be transferred only upon the presentation and surrender of the Bond to the Paying Agent/Registrar at the Designated Payment/Transfer Office with such endorsement or other evidence of transfer acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(iii) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office for a Bond or Bonds of the same maturity and interest rate and in any denomination or denominations of any integral multiple of $5,000 and in an aggregate principal amount equal to the unpaid principal amount of the Bonds presented for exchange.

(iv) The Paying Agent/Registrar is hereby authorized to authenticate and deliver Bonds transferred or exchanged in accordance with this Section. A new Bond or Bonds will be delivered by the Paying Agent/Registrar, in lieu of the Bond being transferred or exchanged, at the Designated Payment/Transfer, or sent by United States mail, first class, postage prepaid, to the Owner or his designee. Each Bond delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the Issuer and shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such Bond is delivered.

(v) No service charge shall be made to the Owner for the initial registration, any subsequent transfer, or exchange for a different denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Bond.

(vi) Neither the Issuer nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Bond called for redemption, in whole or in part, within forty-five (45)

days prior to the date fixed for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond.

(e) Cancellation. All Bonds paid or redeemed before the Stated Maturity in accordance with this Ordinance, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Ordinance, shall be cancelled upon the making of proper records regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall dispose of such cancelled Bonds in the manner required by the Securities Exchange Act of 1934, as amended.

(f) Replacement Bonds.

(i) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding. The Issuer or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(ii) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(1) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

(2) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the Issuer to save them harmless;

(3) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar, and any tax or other governmental charge that is authorized to be imposed; and

(4) satisfies any other reasonable requirements imposed by the Issuer and the Paying Agent/Registrar.

(iii) If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the Issuer and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the Issuer or the Paying Agent/Registrar in connection therewith.

(iv) In the event that any such mutilated, lost, apparently destroyed, or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(v) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the Issuer and shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

(g) Book-Entry Only System.

(i) The Initial Bond shall be delivered against payment to the TWDB. The TWDB shall be required to promptly surrender the Initial Bond to the Paying Agent/Registrar for exchange. Bonds issued in exchange shall be registered in the name of Cede & Co., as nominee of DTC, as Owner of the Bonds, and held in the custody of DTC. Unless otherwise requested by DTC, a single bond will be issued and delivered to DTC for each maturity of the Bonds. Beneficial owners of Bonds will not receive physical delivery of Bonds except as provided hereinafter. For so long as DTC shall continue to serve as securities depository for the Bonds as provided herein, all transfers of beneficial ownership interest will be made by book-entry only, and no investor or other party purchasing, selling or otherwise transferring beneficial ownership of Bonds is to receive, hold or deliver any Bond.

(ii) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds, except as provided in this Ordinance. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any other person, other than an Owner of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on the Bonds for the purpose of giving notices with respect to such Bond, and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective Owners, as shown in the Register, as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of premium, if any, principal and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a Bond evidencing the obligation of the Issuer to make payments

of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions of this Ordinance with respect to interest payments being mailed to the Owner as shown on the Register on the Record Date, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(iii) The Representation Letter previously executed and delivered by the Issuer, and applicable to the Issuer's obligations delivered in book-entry-only form to DTC as securities depository, is hereby ratified and approved for the Bonds.

(iv) Before the Issuer can discontinue the book-entry-only system of registration through DTC, notice must be given to the TWDB and prior written consent of the TWDB must be received by the Issuer.

(h) Successor Securities Depository; Transfer Outside Book-Entry Only System. In the event that the Issuer determines that it is in the best interest of the Issuer and of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, or in the event DTC discontinues the services described herein, the Issuer or the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Bonds and cause the Paying Agent/Registrar to transfer one or more separate registered Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

(i) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Representation Letter of the Issuer to DTC.

Section 7. PAYING AGENT/REGISTRAR. (a) Appointment of Initial Paying Agent/Registrar; Paying Agent Registrar Agreement. BOKF, NA, is hereby appointed as the initial Paying Agent/Registrar for the Bonds.

(i) The Paying Agent/Registrar shall keep such books or records and make such transfers and registrations under such reasonable regulations as the Issuer and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such transfer and registrations as herein provided. It shall be the duty of the Paying Agent/Registrar to obtain from the Owners and record in the Register the address of such Owner of each Bond to which payments with respect to the Bonds shall be mailed, as provided herein. The Issuer or its designee shall have the right to inspect the Register during regular

business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Register confidential and, unless otherwise required by law, shall not permit their inspection by any other entity.

(ii) The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest, on the Bonds. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Bonds, and of all conversions, exchanges and replacements of such Bonds, as provided in the Ordinance.

(iii) The form of Paying Agent/Registrar Agreement setting forth the duties of the Paying Agent/Registrar is hereby approved, and the appropriate officials of the Issuer are hereby authorized to execute such agreement for and on behalf of the Issuer.

(b) Maintenance, Termination and Replacement of Paying Agent/Registrar.

(i) At all times while any Bonds are outstanding, the Issuer will maintain a Paying Agent/Registrar that is qualified under this Section 7 of the Ordinance.

(ii) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the Issuer will promptly appoint a replacement, provided no such resignation shall be effective until a successor Paying Agent/Registrar has accepted the duties of Paying Agent/Registrar for the Bonds.

(iii) Each Paying Agent/Registrar shall be a commercial bank or trust company organized under the laws of the State, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Bonds.

(iv) The Issuer reserves the right to terminate the appointment of any Paying Agent/Registrar by (i) delivering to the entity whose appointment is to be terminated forty-five (45) days written notice of the termination of the appointment and of the Paying Agent/Registrar Agreement, stating the effective date of such termination, and (ii) appointing a successor Paying Agent/Registrar; provided, that, no such termination shall be effective until a successor Paying Agent/Registrar has assumed the duties of Paying Agent/Registrar for the Bonds.

(v) Promptly upon each change in the entity serving as Paying Agent/Registrar, the Issuer will cause notice of the change to be sent to each Owner by United States mail, first class, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

(vi) By accepting the appointment as Paying Agent/Registrar, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed hereby and under the Paying Agent/Registrar Agreement.

(vii) If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Bonds to the successor Paying Agent/Registrar.

Section 8. DEFINITIONS. (a)(i) The term "***Additional Bonds***" as used in this Ordinance shall mean (i) the additional parity revenue bonds which the Issuer reserves the right to issue and deliver in the future, as provided by Section 18 of this Ordinance and (ii) the Additional TWDB Bonds.

(ii) The term "***Additional TWDB Bonds***" as used in this Ordinance shall mean the additional parity revenue bonds which the Issuer reserves the right to issue and deliver in the future, as provided by Section 31(q) of this Ordinance.

(b) The term "***Bonds***" or "***Series 2026C Bonds***" shall mean the Issuer's Waterworks and Sewer System Revenue Bonds, Series 2026C (CWSRF) authorized to be issued and delivered by this Ordinance.

(c) The term "***Board of Utility Trustees***" shall mean the Board of Utility Trustees as established by the Issuer's charter.

(d) The term "***Business Day***" shall mean a day that is not a Saturday, Sunday, legal holiday or other day on which banking institutions in the city where the Designated Payment/Transfer Office is located are required or authorized by law or executive order to close.

(e) The term "***Closing Date***" shall mean the date of the initial delivery of and payment for the Bonds.

(f) The term "***Code***" shall mean the Internal Revenue Code of 1986, as amended, and, with respect to a specific section thereof, such reference shall be deemed to include (a) the Regulations promulgated under such section, (b) any successor provision of similar import hereafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code and (d) the regulations promulgated under the provisions described in (b) and (c).

(g) The term "***Credit Facility***" shall mean a policy of municipal bond insurance, a surety bond or a letter or line of credit issued by a Credit Facility Provider in support of any Bonds or Additional Bonds.

(h) The term "***Credit Facility Provider***" shall mean (i) with respect to any Credit Facility consisting of a policy of municipal bond insurance or a surety bond, an issuer of policies of insurance insuring the timely payment of debt service on governmental obligations such as the Bonds or Additional Bonds, provided that a Rating Agency having an outstanding rating on the Bonds or Additional Bonds would rate the Bonds or Additional Bonds fully insured by a standard policy issued by the issuer in its highest generic rating category for such obligations; and (ii) with respect to any Credit Facility consisting of a letter or line of credit, any financial institution, provided that a Rating Agency having an outstanding rating on the Bonds or Additional Bonds would rate the Bonds or Additional Bonds in its two highest generic rating categories for such obligations if the letter or line of credit proposed to be issued by such financial institution secured

the timely payment of the entire principal amount of the series of Bonds or Additional Bonds and the interest thereon.

(i) The term "***Designated Payment/Transfer Office***" shall mean (i) with respect to the initial Paying Agent/Registrar, the Designated Payment/Transfer Office as designated in the Paying Agent/Registrar Agreement, or at such other location designated by the Paying Agent/Registrar, and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the Issuer and such successor.

(j) The term "***DTC***" shall mean The Depository Trust Company of New York, New York, or any successor securities depository.

(k) The term "***DTC Participant***" shall mean brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

(l) The term "***Escrow Agent***" shall mean BOKF, NA, Dallas, Texas and its successors and assigns, or such other escrow agent as may be approved by the Mayor or Mayor Pro Tem and acceptable to the TWDB.

(m) The term "***Escrow Agreement***" shall mean the escrow agreement by and between the Issuer and the Escrow Agent pertaining to the deposit of the proceeds of the Bonds.

(n) The Term "***Financial Obligation***" means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

(o) The term "***Fiscal Year***" shall mean the twelve month period ending September 30 of each year, unless otherwise designated by the Issuer.

(p) The term "***Investment***" shall mean cash, investments, any Credit Facility, or any combination of the foregoing.

(q) The term "***Issuance Date***" with respect to the Bonds initially delivered to the TWDB, shall mean the date on which each such Bond is authenticated by the Paying Agent/Registrar and delivered to and paid for by the TWDB. Bonds delivered on transfer of or in exchange for other Bonds shall bear the same Issuance Date as the Bond or Bonds in lieu of or in exchange for which the new Bond is delivered.

(r) The term "***MSRB***" shall mean the Municipal Securities Rulemaking Board.

(s) The term "***Net Revenues***," as used in this Ordinance, shall mean all gross revenues of the System, after deducting the expenses of operation and maintenance of the System, including all salaries, labor, materials, repairs, and extensions necessary to render efficient service, provided, however, that only such repairs and extensions, as in the judgment of the City Commission of the

Issuer, reasonably and fairly exercised by the passage of appropriate ordinances, are necessary to keep the System in operation and render adequate service to the Issuer and the inhabitants thereof, or such as might be necessary to meet some physical accident or condition which would otherwise impair the Bonds and any Additional Bonds, shall be deducted in determining the "Net Revenues." Depreciation and payments into and out of the Interest and Sinking Fund and the Reserve Fund, the existence and maintenance of which are hereinafter reaffirmed, shall never be considered as expenses of operation and maintenance.

(t) (i) The term "***Outstanding Bonds***" shall mean the outstanding Series 2015A Bonds, the Series 2015B Bonds, the Series 2019 Bonds, the Series 2024A (CWSRF) Bonds, the Taxable Series 2025 (LSL) Bonds, the Series 2026 (WLAF) Bonds, the Series 2026A (WLAF) Bonds, the Series 2026B (EDAP) Bonds, and any other bonds that have been authorized and are secured and on parity with the bonds authorized pursuant to this Ordinance.

(ii) The term "***Outstanding TWDB Bonds***" shall mean the Series 2024A (CWSRF) Bonds, the Taxable Series 2025 (LSL) Bonds, the Series 2026 (WLAF) Bonds, the Series 2026A (WLAF), the 2026B (EDAP) Bonds, and any other bonds that have been authorized and are secured by a pledge of Net Revenue and on parity with the Bonds authorized pursuant to this Ordinance and are additionally secured on parity with the Bonds by the funds on deposit in the TWDB Reserve Fund.

(u) The term "***Owner***" shall mean the person who is the registered owner of a Bond or Bonds, as shown in the Register.

(v) The term "***Rating Agency***" shall mean any nationally recognized municipal securities rating service.

(w) The term "***Register***" shall mean the books of registration kept by the Paying Agent/Registrar in which are maintained the names and addresses of and the principal amounts registered to each Owner.

(x) The term "***Regulations***" shall mean the applicable, proposed, temporary or final Treasury Regulations promulgated under the Code, or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

(y) The term "***Rule***" shall mean SEC Rule 15c2-12, as amended from time to time.

(z) The term "***SEC***" shall mean the United States Securities and Exchange Commission.

(aa) The term "***System***" as used in this Ordinance, shall mean the Issuer's entire Waterworks System and Sewer System, together with all future improvements, extensions, enlargements, and additions thereto, and replacement thereof.

(bb) The term "***Subordinate Debt***" shall mean any obligation of the Issuer heretofore or hereafter issued which is payable (i) in whole or in part from the Net Revenues and (ii) secured by a lien on and pledge of Net Revenues which is not, by its terms, a first lien on and pledge of such Net Revenues, or on parity with these Bonds.

(cc) The term "***TWDB***" means the Texas Water Development Board.

Section 9. PLEDGE. (a) The Bonds authorized hereby are payable from and secured by a first lien on and pledge of the Net Revenues of the System on parity with the Outstanding Bonds.

(b) The Bonds, and any Additional Bonds which may be issued in accordance with this Ordinance, and the interest thereon, are and shall be payable from and secured by a first lien on and pledge of the Net Revenues of the System and said Net Revenues are further pledged irrevocably to the establishment and maintenance of the Funds created by this Ordinance.

Section 10. RATES. The Issuer covenants and agrees with the Owners of the Bonds and all Additional Bonds, as follows:

(a) That it will at all times fix, maintain, charge and collect for services rendered by the System, rates and charges which will produce gross revenues at least sufficient to pay all expenses of operation and maintenance, and to provide Net Revenues adequate to pay promptly all of the principal of and interest on the Bonds, the Outstanding Bonds and all Additional Bonds, being an amount at least equal to 1.25 times the annual principal and interest on the Bonds, the Outstanding Bonds and Additional Bonds, and to make all deposits now or hereafter required to be made into the Funds created by the ordinances authorizing the Outstanding Bonds, which Funds are reaffirmed hereby.

(b) If the System should become legally liable for any other obligations or indebtedness, the Issuer shall fix, maintain, charge, and collect additional rates and charges for services rendered by the System sufficient to establish and maintain funds for the payment thereof.

Section 11. FUNDS. All revenues of the System shall be kept separate and apart from all other funds of the Issuer, and the following special Funds have been created, are hereby reaffirmed, and shall be maintained in an official depository bank of the Issuer, so long as any of the Bonds, the Outstanding Bonds or Additional Bonds, or the interest thereon, are outstanding and unpaid:

(a) City of Harlingen Waterworks and Sewer System Revenue Fund, hereinafter called the "Revenue Fund"; and

(b) City of Harlingen Waterworks and Sewer System Revenue Bonds Interest and Sinking Fund, hereinafter called the "Interest and Sinking Fund";

(c) City of Harlingen Waterworks and Sewer System Revenue Bonds Reserve Fund, hereinafter called the "Reserve Fund"; and

(d) City of Harlingen Waterworks and Sewer System Revenue Bonds TWDB Reserve Fund, hereinafter called the "TWDB Reserve Fund".

Section 12. REVENUE FUND. All gross revenues of every nature received from the operation and ownership of the System shall be deposited from day to day as collected into the Revenue Fund, and the reasonable, necessary, and proper expenses of operation and maintenance of the System shall be paid from the Revenue Fund. The revenues of the System not actually required to pay said expenses shall be deposited from the Revenue Fund into the other Funds, the existence

of which are reaffirmed by this Ordinance, in the manner and amounts hereinafter provided, and each of such Funds shall have priority as to such deposits in the order in which they are treated in the following sections.

Section 13. INTEREST AND SINKING FUND. There shall be deposited into the Interest and Sinking Fund the following:

(i) such amounts, in equal monthly installments made on or before the 10th day of each month hereafter, as will be sufficient to pay the interest scheduled to come due on the Bonds, the Outstanding Bonds, and any Additional Bonds on the next interest payment date; and

(ii) such amounts, made on or before each principal payment date, as will be sufficient to pay the next maturing or mandatorily redeemed principal of the Bonds, the Outstanding Bonds, and any Additional Bonds.

The Interest and Sinking Fund shall be used to pay the principal of and interest on the Bonds, the Outstanding Bonds, and all Additional Bonds, as such principal matures and such interest comes due.

Chapter 1208, Government Code, applies to the issuance of the Bonds and the pledge of the revenues granted by the Issuer under this Section, and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Bonds are outstanding and unpaid, the result of such amendment being that the pledge of the revenues granted by the Issuer under this Section is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, in order to preserve to the Owners of the Bonds a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

Section 14. RESERVE FUND. (a) There is currently on deposit in the Reserve Fund $0. In accordance with Section 14(g) herein, the Net Revenues for each Fiscal Year are equal to at least 1.35 times the average annual principal and interest requirements for the Bonds and all Outstanding Bonds and, therefore, the "***Required Reserve***" is $0; provided, however, that if and whenever the Net Revenues for any Fiscal Year are less than 1.35 times the average annual principal and interest requirements for the Bonds and all Outstanding Bonds, the Issuer will be required to (1) obtain a Credit Facility, as permitted in subsection (b) below, in the amount of the Required Reserve; or (2) commence making monthly deposits in the Reserve Fund in an amount equal to 1/60 of the full amount then required to be on deposit in the Reserve Fund and such monthly deposits shall be continued until such time as the Reserve Fund has been restored to the average annual principal and interest requirements and all Outstanding Bonds (excluding the Outstanding TWDB Bonds and the Bonds). The Reserve Fund shall be used to pay the principal of and interest on the Outstanding Bonds (excluding the Outstanding TWDB Bonds and the Bonds), and all Additional Bonds (excluding any Additional TWDB Bonds), at any time when there is not sufficient money available in the Interest and Sinking Fund for such purpose. Money in the Reserve Fund may, upon authorization by the City Commission of the Issuer, be invested in direct obligations of, or obligations, the principal of and interest on which are guaranteed by the United States of America, or invested in direct obligations of the Federal Intermediate Credit Banks, Federal Land Banks,

Banks for Cooperatives, Federal National Mortgage Association, Federal Home Loan Banks or Banks for Cooperatives, provided that each of the aforesaid obligations must mature, or be subject to redemption at the option of the holder thereof, within not more than ten years from the date of the making of such investment. Any obligation in which money in the Reserve Fund is so invested shall be kept and held in an official depository bank of the Issuer in escrow and in trust for the benefit of the holders of the Outstanding Bonds (excluding the Outstanding TWDB Bonds and the Bonds) and all Additional Bonds (excluding any Additional TWDB Bonds), and shall be promptly sold and the proceeds of sale applied to the making of all payments required to be made from the Reserve Fund.

(b) The Issuer may replace or substitute a Credit Facility for cash or investments in the Reserve Fund.

Upon such replacement or substitution, cash or investments on deposit in the Reserve Fund which, taken together with the face amount of any existing Credit Facilities, are in excess of the Required Reserve may be withdrawn by the Issuer, at its option, and transferred to the Revenue Fund; provided that the face amount of any Credit Facility may be reduced at the option of the Issuer in lieu of such transfer.

(c) If the Issuer is required to make a withdrawal from the Reserve Fund for any of the purposes described in this Section, the Issuer shall promptly notify any applicable Credit Facility Provider of the necessity for a withdrawal from the Reserve Fund for any such purposes, and shall make such withdrawal FIRST from available moneys or investments then on deposit in the Reserve Fund, and NEXT from a drawing under any Credit Facility to the extent of such deficiency.

(d) In the event of a deficiency in the Reserve Fund, or in the event that on the date of termination or expiration of any Credit Facility there is not on deposit in the Reserve Fund sufficient amounts, all in an aggregate amount at least equal to the Required Reserve, then the Issuer shall satisfy the Required Reserve by depositing into the Reserve Fund in monthly installments of not less than 1/60 of the Required Reserve made on or before the 10th day of each month following such termination or expiration.

(e) In the event of the redemption or defeasance of any bonds payable from amounts on deposit in the Reserve Fund, any amounts on deposit in the Reserve Fund in excess of the Required Reserve may be withdrawn and transferred, at the option of the Issuer, to the Revenue Fund, as a result of (i) the redemption of such bonds, or (ii) funds for the payment of such bonds having been deposited irrevocably with the paying agent or place of payment therefor in the manner described in any ordinance authorizing the issuance of bonds, the result of such deposit being that such bonds no longer are deemed to be outstanding under the terms of any such ordinance.

(f) In the event there is a draw upon the Credit Facility, the Issuer shall reimburse the Credit Facility Provider for such draw, in accordance with the terms of any agreement pursuant to which the Credit Facility is issued, from Net Revenues, however, such reimbursement from Net Revenues shall be subordinate and junior in right of payment to the payment of principal of and premium, if any, and interest on the Bonds, the Outstanding Bonds or Additional Bonds.

(g) Notwithstanding anything to the contrary contained herein, the requirement set forth in subsection (a) above to maintain the Required Reserve in the Reserve Fund shall be suspended for such time as the Net Revenues for each Fiscal Year are equal to at least 1.35 times the average annual principal and interest requirements for the Bonds and all Outstanding Bonds. In the event that the Net Revenues for any Fiscal Year are less than 1.35 times the average annual principal and interest requirements for the Bonds and all Outstanding Bonds, the Issuer will be required to (1) obtain a Credit Facility, as permitted in subsection (b) above, in the amount of the Required Reserve; or (2) commence making monthly deposits in the Reserve Fund, as provided in subsection (a) above, and to continue such monthly deposits until the earlier of (i) such time as the Reserve Fund contains the Required Reserve or (ii) the Net Revenues in each of two consecutive years have been equal to not less than 1.35 times the average annual principal and interest requirements for the Bonds and all Outstanding Bonds.

(h) The Issuer may create and establish a reserve fund pursuant to the provisions of any ordinance authorizing the issuance of Additional Bonds for the purpose of securing that particular issue or series of Additional Bonds or any specific group of issues or series of Additional Bonds and the amounts once deposited or credited to said reserve funds shall no longer constitute Net Revenues and shall be held solely for the benefit of the holders of the particular Additional Bonds for which such reserve fund was established. Each such reserve fund shall be designated in such manner as is necessary to identify the Additional Bonds it secures and to distinguish such reserve fund from the Reserve Fund and the reserve funds created for the benefit of other Additional Bonds.

Section 15. DEFICIENCIES IN FUNDS. If in any month the Issuer shall fail to deposit into any Fund, the existence of which is reaffirmed by this Ordinance, the full amounts required, amounts equivalent to such deficiencies shall be set apart and paid into said Funds from the first available and unallocated Net Revenues of the System for the following month or months, and such payments shall be in addition to the amounts otherwise required to be paid into said Funds during such month or months. To the extent necessary, the Issuer shall increase the rates and charges for services of the System to make up for any such deficiencies.

Section 16. EXCESS REVENUES. The Net Revenues of the System, in excess of those necessary to maintain the Funds as required in this Ordinance, or as hereafter may be required in connection with the issuance of Additional Bonds, may be used for any lawful purpose.

Section 17. SECURITY FOR FUNDS. All Funds, the existence of which are reaffirmed by this Ordinance, shall be secured in the manner and to the fullest extent permitted or required by law for the security of public funds, and such Funds shall be used only for the purposes and in the manner permitted or required by this Ordinance.

Section 18. ADDITIONAL BONDS. The Issuer reserves the right to issue additional parity revenue bonds, to be known as Additional Bonds, which when issued and delivered, shall be payable from and secured by a lien on and pledge of the Net Revenues of the System, in the same manner and to the same extent as the Outstanding Bonds, the Bonds, and all Additional Bonds shall in all respects be on a parity and equal dignity. The Additional Bonds may be issued in one or more installments or series, provided, however, that no installment or series of Additional Bonds shall be issued unless:

(a) A certificate is executed by the Mayor and City Secretary or Deputy City Secretary of the Issuer to the effect that no default exists in connection with any of the covenants or requirements of the ordinance or ordinances authorizing the issuance of all Outstanding Bonds, Bonds and Additional Bonds then outstanding.

(b) A certificate is executed by the Mayor and City Secretary or Deputy City Secretary of the Issuer to the effect that the Interest and Sinking Fund and the Reserve Fund each contains the amount then required to be on deposit therein.

(c) A certificate is executed by an independent certified public accountant, or independent firm of certified public accountants, acting by and through a certified public accountant, signs a written certificate to the effect that, in his or her opinion, during either the next preceding fiscal year, or any twelve consecutive calendar month period ending not more than ninety days prior to the passage of the ordinance authorizing the issuance of the proposed Additional Bonds is passed, the Net Revenues were at least 1.25 times an amount equal to the average annual principal and interest requirements on such Outstanding Bonds and such proposed Additional Bonds as are on parity of Lien with the Bonds or any Additional Bonds. It is specifically provided, however, that in calculating the amount of Net Revenues for the purpose of this subsection (c), if there has been any increase in the rates or charges for services of the System which is then in effect, but which was not in effect during all or any part of the entire period for which the Net Revenues are being calculated (hereinafter referred to as the "entire period"), then the certified public accountant, or in lieu of the certified public accountant, a firm of consulting engineers, shall determine and certify the amount of Net Revenues as being the total of (i) the actual Net Revenues for the entire period, plus (ii) a sum equal to the aggregate amount by which the actual billings to customers of the System during the entire period would have been increased if such increased rates or charges had been in effect during the entire period.

At such time that all of the Series 2015A Bonds, the Series 2015B Bonds, and the Series 2019 Bonds are either defeased or no longer outstanding, then sub-section (c-1) shall be added to this Section 18 as shown below in italicized language:

(c-1) Notwithstanding anything to the contrary contained herein, the requirement set forth in subsection (c) above to obtain a certificate executed by either the Director of Finance of, or the financial advisor to, the System, to the effect that, in his or her opinion, during either the next preceding fiscal year, or any twelve consecutive calendar month period ending not more than ninety days prior to the passage of the ordinance authorizing the issuance of the proposed Additional Bonds is passed, the Net Revenues were at least 1.25 times an amount equal to the average annual principal and interest requirements on such Outstanding Bonds and such proposed Additional Bonds as are on parity of Lien with the Bonds or any Additional Bonds. It is specifically provided, however, that in calculating the amount of Net Revenues for the purpose of this subsection (c-1), if there has been any increase in the rates or charges for services of the System which is then in effect, but which was not in effect during all or any part of the entire period for which the Net Revenues are being calculated (hereinafter referred to as the "entire period"), then in lieu of the Director of Finance of, or the financial advisor to, the System, a firm of consulting engineers, shall determine and certify the amount of Net Revenues as being the total of (i) the actual Net Revenues for the entire period, plus (ii) a sum equal to the aggregate amount by

which the actual billings to customers of the System during the entire period would have been increased if such increased rates or charges had been in effect during the entire period.

(d) The Additional Bonds are scheduled to mature only on November 1, and the interest thereon is scheduled to be paid only on November 1 and May 1.

(e) The ordinance authorizing the issuance of such installment or series of Additional Bonds provides that the aggregate amount to be accumulated and maintained in the Reserve Fund shall be increased by an additional amount not less than the average annual principal and interest requirements for said Additional Bonds; and that such additional amount shall be so accumulated within 61 months from the date of the Additional Bonds, by the deposit in the Reserve Fund of the necessary sums in equal monthly installments; provided, however, that the aggregate of all or any part of said required additional amount in cash immediately after the aggregate amount to be accumulated in the Reserve Fund shall never be required to exceed the average annual principal and interest requirements for all Outstanding Bonds, Bonds and Additional Bonds then outstanding, and for the installment or series of Additional Bonds the proposed to be issued.

(f) All calculations of average annual principal and interest requirements made pursuant to this Section are made as of and from the date of the Additional Bonds then proposed to be issued.

Section 19. MAINTENANCE AND OPERATION; INSURANCE. The Board of Utility Trustees of the Issuer shall have managing control of the System while any of the Bonds or Additional Bonds are outstanding, the Issuer covenants and agrees to cause the Board of Utility Trustees to maintain the System in good condition and operate the same in an efficient manner and at reasonable expense, and to maintain insurance on the System, for the benefit of the holder or holders of the Bonds and Additional Bonds, of a kind and in an amount which usually would be carried by private companies engaged in a similar type of business. Nothing in this Ordinance shall be construed as requiring the Issuer to expend any funds which are derived from sources other than the System, but nothing herein shall be construed as preventing the Issuer from doing so.

Section 20. ACCOUNTS AND FISCAL YEAR. The Issuer shall cause the Board of Utilities Trustees to keep proper books of records and accounts, separate from all other records and accounts of the Issuer in which complete and correct entries shall be made of all transactions relating to the System, and shall have said books audited once each fiscal year by a certified public accountant. The Issuer agrees to operate the System and keep its books of records and accounts pertaining thereto on the basis of its current fiscal year; provided, however, that the City Commission of the Issuer may change such fiscal year by ordinance duly passed, if such change is deemed necessary by the City Commission of the Issuer.

Section 21. ACCOUNTING REPORTS. Within 90 days after the close of each fiscal year hereafter, the Issuer will furnish, without cost, to any holder of any Bonds, the Outstanding Bonds or Additional Bonds who may so request, a signed or certified copy of a report by a certified public accountant, covering the next preceding fiscal year, showing the following information:

(a) A detailed statement of all gross revenues of the System and all expenses of operation and maintenance thereof for said fiscal year.

(b) A balance sheet as of the end of said fiscal year.

(c) The accountant's comment regarding the manner in which the Issuer has complied with the requirements of this Ordinance and his recommendations, if any, for changes or improvements in the operation and maintenance of the System.

(d) A list of insurance policies in force at the end of said fiscal year, showing, as to each policy, the risk covered, the amount of the policy, the name of the insurer, and the expiration date.

(e) The number of properties connected with the System, and the gross revenues from each of said System for said fiscal year.

(f) The number of unmetered customers of the Waterworks System at the end of said fiscal year.

(g) The approximate number of gallons of water registered through the Issuer meters, and the number of gallons sold during said fiscal year.

Section 22. INSPECTION. Any holder or holders of any Bonds or Additional Bonds shall have the right at all reasonable times to inspect the System and all records, accounts, and data of the Issuer relating thereto.

Section 23. SPECIAL COVENANTS. The Issuer further covenants as follows:

(a) That other than for the payment of the Bonds herein authorized, the revenues and income of the System have not in any manner been pledged to the payment of any debt or obligation of the Issuer or of the System.

(b) That while any of the Bonds or Additional Bonds are outstanding, the Issuer will not sell or encumber the System or any substantial part thereof, and that, with the exception of the Additional Bonds expressly permitted by this Ordinance to be issued, it will not encumber the revenues and income of the System, unless such encumbrance is made junior and subordinate in all respects to the Bonds and Additional Bonds and all liens and pledges in connection therewith.

(c) That no free service of the System shall be allowed, and should the Issuer or any of its agencies or instrumentalities make use of the services and facilities of the System, payment of the reasonable value thereof shall be made by the Issuer out of funds from sources other than the revenues and income of the System.

(d) That to the extent it legally may, the Issuer further covenants and agrees that while any of the Bonds or Additional Bonds are outstanding, no franchise shall be granted for the installation or operation of any competing waterworks system or sewer system; and that the Issuer will prohibit the operation of any such competing system; and the operation of any competing system is hereby prohibited.

(e) That in addition to all of the rights and remedies provided by the laws of the State of Texas, the Issuer covenants and agrees that in the event of default in payment of principal or interest on any of the Bonds or Additional Bonds when due, or, in the event it fails to make the payments required to be made into the Interest and Sinking Fund or Reserve Fund or defaults in the observance of performance of any other of the contracts, covenants, conditions or obligations set

forth in this Ordinance or in the Bonds or Additional Bonds, the following remedies shall be available:

(i) the Owners shall be entitled to a writ of mandamus issued by a court of competent jurisdiction compelling and requiring the Issuer and the officials thereof to observe and perform the contracts, covenants, obligations or conditions prescribed in this Ordinance; and

(ii) any delay or omission to exercise any right or power accruing upon any default shall not impair any such right or power nor be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

The specific remedy herein provided shall be cumulative of all other existing remedies and the specification of such remedy shall not be deemed to be exclusive.

Section 24. BONDS ARE SPECIAL OBLIGATIONS. The Bonds and Additional Bonds shall be special obligations of the Issuer, payable solely from the pledged Net Revenues, and the holder or holders thereof shall never have the right to demand payment thereof out of funds raised or to be raised by taxation.

Section 25. DEFEASANCE OF BONDS. The Bonds may be refunded, defeased or discharged in any manner permitted by applicable law.

Section 26. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED. The Mayor of the Issuer is hereby authorized to have control of the Initial Bond issued hereunder and all necessary records and proceedings pertaining to the Initial Bond pending its delivery and its investigation, examination, and approval by the Attorney General of the State of Texas, and its registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Initial Bond said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall sign the Comptroller's Registration Certificate on the Initial Bond, and the seal of said Comptroller shall be impressed, or placed in facsimile, on the Initial Bond. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on or attached to the Initial Bond or on any Bonds issued and delivered in conversion of and exchange or replacement of any Bond, but neither shall have any legal effect, and shall be solely for the convenience and information of the Owners of the Bonds. In addition, if bond insurance is obtained, the Bonds may bear an appropriate legend as provided by the insurer.

Section 27. PROVISIONS CONCERNING FEDERAL INCOME TAX MATTERS.

(a) General. The Issuer covenants not to take any action or omit to take any action that, if taken or omitted, would cause the interest on the Bonds to be includable in gross income for federal income tax purposes. In furtherance thereof, the Issuer covenants to comply with sections 103 and 141 through 150 of the Code and the provisions set forth in the Federal Tax Certificate executed by the Issuer in connection with the Bonds.

(b) No Private Activity Bonds. The Issuer covenants that it will use the proceeds of the Bonds (including investment income) and the property financed, directly or indirectly, with such proceeds so that the Bonds will not be "private activity bonds" within the meaning of section 141 of the Code. Furthermore, the Issuer will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Bonds to be a "private activity bond" unless it takes a remedial action permitted by section 1.141-12 of the Regulations.

(c) No Federal Guarantee. The Issuer covenants not to take any action or omit to take any action that, if taken or omitted, would cause the Bonds to be "federally guaranteed" within the meaning of section 149(b) of the Code, except as permitted by section 149(b)(3) of the Code.

(d) No Hedge Bonds. The Issuer covenants not to take any action or omit to take action that, if taken or omitted, would cause the Bonds to be "hedge bonds" within the meaning of section 149(g) of the Code.

(e) No Arbitrage Bonds. The Issuer covenants that it will make such use of the proceeds of the Bonds (including investment income) and regulate the investment of such proceeds of the Bonds so that the Bonds will not be "arbitrage bonds" within the meaning of section 148(a) of the Code. In furtherance thereof, if proceeds of an issue of bonds issued by the TWDB ("Source Series Bonds") are used to purchase the Bonds, no portion of the proceeds of the Bonds (including investment income) will be used to acquire or replace funds which were used, directly or indirectly to acquire "nonpurpose investments" (as defined in the Regulations) which produce a yield materially higher than the Source Series Bonds, other than nonpurpose investments acquired with (a) proceeds of the Bonds invested for a reasonable temporary period of up to three years after the issue date of the Source Series Bonds until such proceeds are needed for the Project, (b) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Regulations; and (c) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed the least of maximum annual debt service on the Bonds, 125% of average annual debt service on the Bonds or 10 percent of the stated principal amount of the Bonds.

(f) Required Rebate. The Issuer covenants that, if the Issuer does not qualify for an exception to the requirements of section 148(f) of the Code, the Issuer will comply with the requirement that certain amounts earned by the Issuer on the investment of the gross proceeds of the Bonds, be rebated to the United States. In furtherance thereof, the Issuer will:

(i) account for all "gross proceeds" (as defined in section 1.148-1 of the Regulations) of the Bonds, including all receipts, expenditures and investments thereof, on its books of account separately and apart from all other funds, including all receipts, expenditures and investments thereof, and retain all records of such accounting for at least six years after the final "computation date" (as defined section 1.148-1 of the Regulations). The Issuer may, however, to the extent permitted by law, commingle "gross proceeds" of the Bonds with other money of the Issuer, provided that the Issuer separately accounts for each receipt and expenditure of "gross proceeds" and the obligations acquired therewith;

(ii) calculate, or caused to be calculated by a third party, the "rebate amount" (as defined in section 1.148-1 the Regulations) with respect to the Bonds no less frequently than each "computation date," in accordance with the rules set forth in section 148(f) of the Code, section 1.148-3 of the Regulations, and any rulings thereunder. The Issuer will maintain a copy of such calculations for at least six years after the final "computation date";

(iii) as additional consideration for the Bonds, and in order to induce the purchase of the Bonds by measures designed to ensure the excludability of interest on the Source Series Bonds, if any, from the gross income of the owners thereof for federal income tax purpose, pay to the United State of America the "rebate amount" described in subparagraph (ii) above within 30 days after each "computation date";

(iv) exercise reasonable diligence to assure that no errors are made in the calculations required by subparagraph (ii) and, if such error is discovered, to promptly correct such error within a reasonable amount of time thereafter, including payment to the United State of America of any interest and any penalty required by the Regulations.

(g) Information Reporting. The Issuer covenants to file or cause to be filed with the Secretary of the Treasury an information statement concerning the Bonds in accordance with section 149(e) of the Code.

(h) Record Retention. The Issuer covenants to retain all material records relating to the expenditure of the proceeds (including investment income) of the Bonds and the use of the property financed, directly or indirectly, thereby until six years after the last Bond is redeemed or paid at maturity (or such other period as provided by subsequent guidance issued by the Department of the Treasury) in a manner that ensures their complete access throughout such retention period.

(i) Registration. If the Bonds are "registration-required bonds" under section 149(a)(2) of the Code, the Bonds will be issued in registered form.

(j) Favorable Opinion of Bond Counsel. Notwithstanding the foregoing, the Issuer will not be required to comply with any of the federal tax covenants set forth above if the Issuer has received an opinion of nationally recognized bond counsel that such noncompliance will not adversely affect the excludability of interest on the Bonds from gross income for federal income tax purposes.

(k) Continuing Compliance. Notwithstanding any other provision of this Ordinance, the Issuer's obligations under the federal tax covenants set forth above will survive the defeasance and discharge of the Bonds for as long as such matters are relevant to the excludability of interest on the Bonds from gross income for federal income tax purposes.

(l) Official Intent. For purposes of section 1.150-2(d) of the Regulations, to the extent that an official intent to reimburse has not previously been adopted by the Issuer, this Ordinance serves as the Issuer's official declaration of intent to use proceeds of the Bonds to reimburse itself from proceeds of the Bonds issued in the maximum amount for certain expenditures paid in connection with the projects set forth herein. Any such reimbursement will only be made (i) for an original

expenditure paid no earlier than sixty (60) days prior to the date hereof and (ii) not later than eighteen (18) months after the later of (A) the date the original expenditure is paid or (B) the date on which the project to which such expenditure relates is placed in service or abandoned, but in no event more than three (3) years after the original expenditure is paid.

(m) Source Series Bonds. The Issuer covenants that neither the Issuer nor a related party thereto will acquire any of the TWDB's Source Series Bonds in an amount related to the amount of the Bonds to be acquired from the Issuer by the TWDB.

(n) Advanced Refunding. The Issuer covenants to refrain from using the proceeds of the Bonds to pay debt service on another issue more than ninety (90) days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code.

Section 28. CONTINUING DISCLOSURE.

(a) Annual Reports. The Issuer shall provide annually to the MSRB, (1) within six months after the end of each fiscal year of the Issuer, financial information and operating data with respect to the Issuer of the general type included in the Private Placement Memorandum, being information described in APPENDIX B-OFFICIAL ACTION. The information will also include audited financial statements of the Issuer if audited financial statements of the Issuer are then available. If not provided as part such financial information and operating data, audited financial statements of the Issuer will be provided when and if available. Any financial statements so to be provided shall be (i) prepared in accordance with generally accepted government accounting principles or such other accounting principles as the Issuer may be required to employ, from time to time, by State law or regulation, and (ii) audited, if the Issuer commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the Issuer shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

(b) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

(d) Event Notices. (a) The Issuer shall provide notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than 10 business days after the occurrence of the event:

(i) principal and interest payment delinquencies;

(ii) nonpayment related defaults, if material;

(iii) unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) unscheduled draws on credit enhancements reflecting financial difficulties;

(v) substitution of credit or liquidity providers, or their failure to perform;

(vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(vii) modifications to rights of Owners, if material;

(viii) bond calls, if material and tender offers;

(ix) defeasance;

(x) release, substitution, or sale of property securing repayment of the Bonds, if material;

(xi) rating changes;

(xii) bankruptcy, insolvency, receivership, or similar event of the Issuer, which shall occur as described below;

Note to paragraph (xii): For the purposes of the event identified in paragraph xii of this section, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

(xiii) the consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) appointment of a successor or additional trustee or the change of name of a trustee, if material;

(xv) Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and

(xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

Note to paragraphs (xv) and (xvi): For purposes of the events identified in paragraphs (xv) and (xvi) of this section and in the definition of Financial Obligation in Section 2, the City intends the words used in such paragraphs to have the meanings ascribed to them in SEC Release No. 34-83885 dated August 20, 2018 (the "2018 Release") and any further amendments or written guidance provided by the SEC or its staff with respect with respect to the amendments to the Rule effected by the 2018 Release.

(e) The Issuer shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with Section 28 of this Ordinance by the time required by such Section.

(f) Limitations, Disclaimers and Amendments. (a)The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the Issuer in any event will give notice of any redemption calls and any defeasances that cause the Issuer to be no longer an "obligated person."

(i) The provisions of this Section are for the sole benefit of the Owner and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(ii) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under the Ordinance for purposes of any other provisions of this Ordinance.

(iii) Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(iv) The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Ordinance that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owner and beneficial owners of the Bonds. The provisions of this Section may also be amended from time to time or repealed by the Issuer if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the Issuer's right to do so would not prevent underwriters of the initial public offering of the Bonds from lawfully purchasing or selling Bonds in such offering. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with Section 29 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

Section 29. SALE OF BONDS AND APPROVAL OF PRIVATE PLACEMENT MEMORANDUM; FURTHER PROCEDURES. (a) The Bonds are hereby initially sold and shall be delivered to ***TWDB***, as the initial purchasers of the Bonds (the "***Purchasers***"), at a price of par at $11,085,000 subject to the approval of the Attorney General and Bond Counsel. At the time the Bonds are delivered to the TWDB, the Issuer shall pay an origination fee to the TWDB equal to _____% ($_____) of the Project costs, in accordance with the rules of the TWDB. The Mayor or Mayor Pro Tem and other appropriate officers, agents and representatives of the Issuer are hereby authorized to do any and all things necessary or desirable to provide for the issuance and delivery of the Bonds. The Bonds shall initially be registered in the name of ***Texas Water Development Board.*** The pricing and terms of the sale of the Bonds are hereby found and determined to be the most advantageous reasonably obtainable by the Issuer.

(b) The Issuer hereby approves the form and content of the Private Placement Memorandum relating to the Bonds and any addenda, supplement or amendment thereto, and approves the distribution of such Private Placement Memorandum in the reoffering of the Bonds by the Purchaser in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof.

(c) The Mayor and Mayor Pro Tem, the City Manager and City Secretary and all other officers, employees and agents of the Issuer, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such

acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar and all other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Bonds, the sale of the Bonds and the Private Placement Memorandum. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 30. DEPOSIT OF SALE PROCEEDS INTO PROJECT FUND. Concurrently with the initial delivery of the Series 2026C Bonds, the Issuer shall deposit proceeds received by the Issuer from the sale of the Series 2026C Bonds (excluding accrued interest, if any, which shall be deposited into the Interest and Sinking Fund) which are not required to pay costs of issuance related to the Series 2026C Bonds into a project fund to be used to acquire, purchase, construct, improve, enlarge, or equip the System.

Section 31. TWDB PROVISIONS.

(a) TWDB Resolution. The Issuer agrees to comply with the applicable provisions of TWDB Resolution No. 25-156, which authorized the financial assistance evidenced by the Bonds.

(b) Escrow Agreement. To facilitate the delivery of and payment for the Bonds pending completion of review of plans and specifications, the City Commission hereby authorizes an Escrow Agreement to be entered into by and between the Issuer and the Escrow Agent, the terms and conditions of which are hereby approved, subject to such insertions, additions, and modifications as shall be necessary to comply with all applicable laws, regulations, and procedures and to carry out the intent and purposes of this Ordinance. The Mayor or Mayor Pro Tem and the City Secretary are authorized to execute and deliver such Escrow Agreement in multiple counterparts on behalf of the Issuer.

(c) Project Fund. There is hereby created and established a special fund of the Issuer, to be known as the "City of Harlingen, Texas Waterworks and Sewer System Revenue Bonds, Series 2026C (CWSRF) Project Fund," which shall be established at an official depository of the Issuer and kept separate and apart from other funds of the Issuer. The proceeds of the Bonds shall be deposited in the escrow account for the Bonds that is maintained by the Escrow Agent for the benefit of the Issuer and TWDB under and as more specifically provided in the Escrow Agreement. Upon release from the escrow account, such proceeds shall be deposited and held in the Project Fund until used for authorized purposes. The proceeds of the Bonds, as received, shall be deposited in the Project Fund. Money on deposit in the Project Fund and all interest, and income derived therefrom shall be used only for the purposes set forth in Section 1 of this Ordinance and to pay costs of issuance. Money on deposit in the Project Fund, may, at the option of the Issuer, be invested as permitted by State law including, particularly, the Public Funds Investment Act, Texas Government Code, Chapter 2256, and the Public Funds Collateral Act, Texas Government Code, Chapter 2257; provided that all such deposits and investments shall be made in such manner that the money required to be expended from the Project Fund will be available at the proper time or times. Bond proceeds deposited in the Project Fund shall be timely and expeditiously used, as required by 40 CFR § 35.3135(d) and in accordance with the schedule for the Project approved by

the TWDB, as may be amended from time to time. The Issuer agreed to comply with 33 U.S.C. § 1382 *et seq.* related to maintaining project accounts containing financial assistance for planning, design, acquisition, or construction, as applicable, in accordance with generally accepted government accounting principles, including standards related to the reporting of infrastructure assets.

(d) TWDB Rules. In compliance with the published rules and regulations of the TWDB, the Issuer covenants and agrees that upon final completion of the Project to be financed with the proceeds of the Bonds, and if all or any portion of the Bonds shall be held by or on account of the TWDB or the State, the proper officials of the Issuer shall render due and final accounting of the total cost of the Project and provide a copy of as-built plans for the Project to the TWDB. If, following completion of the Project, funds remain on hand in the Project Fund, or if the TWDB Executive Administrator (the "Executive Administrator") disapproves construction of any portion of the Project as not being in accordance with the plans and specifications, the Issuer shall use any remaining funds for enhancements to the Project that are approved by the Executive Administrator, or, if no enhancements are authorized by the Executive Administrator, the Issuer shall submit to the TWDB a final accounting and describe the proposed disposition of the any unused funds. If any funds are determined to be surplus funds remaining after the completion of the Project and the completion of a final accounting, such surplus funds shall be used for purposes approved by the Executive Administrator. Unless otherwise stated in the loan commitment of the TWDB with respect to the purchase of the Bonds, in determining the amount of available funds for constructing the Project to be financed, the Issuer shall account for all monies in the Project Fund, including all loan funds extended by the TWDB, all other funds available from the Project as described in the Project engineer's sufficiency of funds statement required for closing the TWDB's loan and all interest, earned by the Issuer on money in the Project Fund. This requirement shall not be interpreted as prohibiting the TWDB from enforcing such other rights as it may have under law.

(e) Outlay Reports. The Issuer agrees to submit outlay reports with sufficient documentation on costs on a quarterly or monthly basis in accordance with TWDB outlay report guidelines.

(f) Environmental Indemnification. The Issuer shall not use proceeds from the sale of the Bonds for sampling, testing, removing or disposing of contaminated soils and/or media at the Project site. The Issuer is solely responsible for liability resulting from acts or omissions of the Issuer, its employees, contractors, or agents arising from the sampling, analysis, transport, storage, treatment, recycling and disposition of any contaminated sewage sludge, contaminated sediments or contaminated media that may be generated by the Issuer, its contractors, consultants, agents, officials, and employees as a result of activities relating to the Project to the extent permitted by law.

(g) Insurance. The Issuer covenants that the Project will be kept continually insured against such perils in an amount sufficient to protect the TWDB's interest in the Project, to the extent that insurance is customarily carried by cities operating similar facilities in similar locations; provided, however, that the Issuer shall not be required to maintain such insurance so long as builders risk insurance covering such facilities during the period of construction is in effect.

(h) Compliance with Rules and Statutes. The Issuer covenants that it will comply with TWDB's rules and relevant state statutes in connection with the sale of the Bonds to TWDB and the use of the proceeds in connection with the Project approved by TWDB.

(i) Compliance with Environmental Findings of Executive Administrator. The Issuer covenants that it will comply with the conditions specified in the final environmental finding of the Executive Administrator when issued, including the standing emergency discovery conditions for threatened and endangered species and cultural resources.

(j) Audited Financial Statements. The Issuer shall annually submit to the TWDB a copy of its audited financial statements, which shall be prepared by a certified public accountant in accordance with the accounting principles the Issuer may be required to employ from time to time pursuant to State law or regulation.

(k) Compliance with Davis-Bacon and State and Federal Procurement Requirements. Laborers and mechanics employed by contractors and subcontractors for the Project shall be paid wages at rates not less than those prevailing on projects of a similar character in the locality in accordance with the Davis-Bacon Act, and the U.S. Department of Labor's implementing regulations. The Issuer, all contractors, and all sub-contractors shall ensure that all Project contracts mandate compliance with the Davis-Bacon Act. All contracts and subcontracts for the construction of the Project carried out in whole or in part with Bond proceeds shall insert in full in any contract in excess of $2,000 the contracts clauses as provided by the TWDB. The Issuer covenants to comply with all applicable State and federal procurement requirements.

(l) Federal Funding Accountability and Transparency Act. The Issuer shall provide the TWDB with all information required to be reported in accordance with the Federal Funding Accountability and Transparency Act of 2006, Pub. L. 109-282, as amended by Pub. L. 110-252. The Issuer shall obtain a Data Universal Numbering System (DUNS) Number and shall register with System for Award Management (SAM), and maintain current registration at all times during which the Bonds are outstanding.

(m) Use of Iron and Steel Products. The Issuer covenants that it will abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States, as required by 31 TAC § 375.3, 33 U.S.C. § 1388, and related State Revolving Fund Policy Guidelines.

(n) Maintenance of Project Fund. The Issuer covenants that it will maintain the Project Fund in accordance with generally accepted government accounting principles.

(o) Remedies. TWDB shall have all remedies available at law or in equity with respect to the Bonds, and any provision of the Bonds that restricts or limits TWDB's exercise of such remedies shall be of no force and effect.

(p) TWDB Reserve Fund. (i) Upon the issuance of the Bonds, the Bonds shall be additionally secured by the TWDB Reserve Fund. The Bonds shall not be additionally secured by any funds on deposit, if any, in the Reserve Fund created in Section 11(c) and described in Section 14 of this Ordinance, and TWDB shall not be entitled to demand payment of principal of or interest on the Bonds from any such funds on deposit, if any, in such Reserve Fund. There is currently on deposit

in the Reserve Fund $0. There is currently on deposit in the TWDB Reserve Fund $[ ]. To accommodate and maintain a reserve as additional security for the payment of the Bonds equal to the average annual principal and interest requirements of the Bonds (the "TWDB Required Reserve Amount"), the Issuer will be required on or before the 10th day of each month, commencing with the month immediately following the issuance of the Bonds, to begin making deposits into the TWDB Reserve Fund in an amount equal to $1/60^{th}$ of the full amount of the TWDB Required Reserve Amount. The TWDB Reserve Fund shall be used to pay the principal of and interest on the Bonds, at any time when there is not sufficient money available in the Interest and Sinking Fund for such purpose. Money in the TWDB Reserve Fund may, upon authorization by the City Commission of the Issuer, be invested in direct obligations of, or obligations, the principal of and interest on which are guaranteed by the United States of America, or invested in direct obligations of the Federal Intermediate Credit Banks, Federal Land Banks, Banks for Cooperatives, Federal National Mortgage Association, Federal Home Loan Banks or Banks for Cooperatives, provided that each of the aforesaid obligations must mature, or be subject to redemption at the option of the holder thereof, within not more than ten years from the date of the making of such investment. Any obligation in which money in the TWDB Reserve Fund is so invested shall be kept and held in an official depository bank of the Issuer in escrow and in trust for the benefit of the holders of the Bonds and all Additional TWDB Bonds and shall be promptly sold and the proceeds of sale applied to the making of all payments required to be made from the TWDB Reserve Fund.

(ii) If the Issuer is required to make a withdrawal from the TWDB Reserve Fund for any of the purposes described in this Section, the Issuer shall be required to begin making monthly deposits to the TWDB Reserve Fund in the amounts and at the times described below to the extent of such deficiency in the TWDB Required Reserve Amount.

(iii) In the event of a deficiency in the TWDB Reserve Fund, then the Issuer shall satisfy the TWDB Required Reserve Amount by depositing into the TWDB Reserve Fund in monthly installments of not less than $1/60^{th}$ of the TWDB Required Reserve Amount made on or before the 10th day of each following month.

(iv) In the event of the redemption or defeasance of any Bonds, any amounts on deposit in the TWDB Reserve Fund in excess of the TWDB Required Reserve Amount may be withdrawn and transferred, at the option of the Issuer, to the Revenue Fund, as a result of (i) the redemption of any Bonds, or (ii) funds for the payment of any Bonds having been deposited irrevocably with the paying agent or place of payment therefor in the manner described in any ordinance authorizing the issuance of Bonds, the result of such deposit being that such Bonds no longer are deemed to be outstanding under the terms of any such ordinance.

(q) Additional TWDB Bonds. The Issuer reserves the right to issue additional parity revenue bonds, to be known as Additional TWDB Bonds, which when issued and delivered, shall be payable from and secured by a lien on and pledge of the Net Revenues of the System, in the same manner and to the same extent as the Outstanding Bonds, the Bonds, Additional Bonds and all Additional TWDB Bonds shall in all respects be on a parity and equal dignity. The Additional TWDB Bonds may be issued in one or more installments or series, provided, however, that no installment or series of Additional TWDB Bonds shall be issued unless:

(i) A certificate is executed by the Mayor and City Secretary of the Issuer to the effect that no default exists in connection with any of the covenants or requirements of the ordinance or ordinances authorizing the issuance of all Outstanding Bonds, Bonds, Additional Bonds, and Additional TWDB Bonds then outstanding.

(ii) A certificate is executed by the Mayor and City Secretary of the Issuer to the effect that the Interest and Sinking Fund, the Reserve Fund, and the TWDB Reserve Fund each contains the amount then required to be on deposit therein.

(iii) In addition to the certificate required by section 18(c) of this Ordinance, a certificate is executed by an independent certified public accountant, or independent firm of certified public accountants, acting by and through a certified public accountant, signs a written certificate to the effect that, in his or her opinion, during either the next preceding fiscal year, or any twelve consecutive calendar month period ending not more than ninety days prior to the passage of the ordinance authorizing the issuance of the proposed Additional TWDB Bonds is passed, the Net Revenues were at least 1.25 times an amount equal to the average annual principal and interest requirements on such Outstanding TWDB Bonds and such proposed Additional TWDB Bonds as are on parity of Lien with the Bonds or any Additional TWDB Bonds. It is specifically provided, however, that in calculating the amount of Net Revenues for the purpose of this subsection (c), if there has been any increase in the rates or charges for services of the System which is then in effect, but which was not in effect during all or any part of the entire period for which the Net Revenues are being calculated (hereinafter referred to as the "entire period"), then the certified public accountant, or in lieu of the certified public accountant, a firm of consulting engineers, shall determine and certify the amount of Net Revenues as being the total of (i) the actual Net Revenues for the entire period, plus (ii) a sum equal to the aggregate amount by which the actual billings to customers of the System during the entire period would have been increased if such increased rates or charges had been in effect during the entire period.

(iv) The Additional TWDB Bonds are scheduled to mature only on November 1, and the interest thereon is scheduled to be paid only on November 1 and May 1.

(v) The ordinance authorizing the issuance of such installment or series of Additional TWDB Bonds provides that the aggregate amount to be accumulated and maintained in the Reserve Fund shall be increased by an additional amount not less than the average annual principal and interest requirements for said Additional TWDB Bonds; and that such additional amount shall be so accumulated within 61 months from the date of the Additional TWDB Bonds, by the deposit in the TWDB Reserve Fund of the necessary sums in equal monthly installments; provided, however, that the aggregate of all or any part of said required additional amount in cash immediately after the aggregate amount to be accumulated in the TWDB Reserve Fund shall never be required to exceed the average annual principal and interest requirements for all Outstanding TWDB Bonds and Additional TWDB Bonds then outstanding, and for the installment or series of Additional TWDB Bonds the proposed to be issued.

(vi) All calculations of average annual principal and interest requirements made pursuant to this Section are made as of and from the date of the Additional TWDB then proposed to be issued.

(r) Enforcement of Certain Federal Laws Regulating Firearms, Firearm Accessories, and Firearm Ammunition. The Issuer shall immediately notify TWDB, in writing, of any suit against it by the Attorney General of Texas under Texas Government Code, § 2.103, and Texas Penal Code § 1.10(f) (related to federal laws regulating firearms, firearm accessories, and firearm ammunition).

(s) Compliance with Public Law 117-58. The Issuer agrees to abide by all applicable requirements related to the Build America, Buy America Act, Public Law 117-58.

(t) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. The Issuer agrees to abide by the prohibition on certain telecommunications and video surveillance services or equipment as required by 2 CFR § 200.216.

Section 32. AMENDMENTS. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of any Owner, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the Owners, (ii) grant additional rights or security for the benefit of the Owners, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the Owners, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be materially inconsistent with the provisions of this Ordinance and that shall not, in the opinion of nationally-recognized bond counsel, materially adversely affect the interests of the Owners.

(b) Except as provided in paragraph (a) above, a majority of the Owners of Bonds then outstanding that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the Owners in aggregate principal amount of the then outstanding Bonds, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Bonds so as to:

(i) Make any change in the maturity of any of the outstanding Bonds;

(ii) Reduce the rate of interest borne by any of the outstanding Bonds;

(iii) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Bonds;

(iv) Modify the terms of payment of principal or of interest or redemption premium on outstanding Bonds or any of them or impose any condition with respect to such payment; or

(v) Change the minimum percentage of the principal amount of the Bonds necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail to each Owner of the affected Bonds a copy of the proposed amendment.

(d) Whenever at any time within one year from the date of mailing of such notice the Issuer shall receive an instrument or instruments executed by the Owners of at least a majority in aggregate principal amount of all of the Bonds then outstanding that are required for the amendment (or 100% if such amendment is made in accordance with paragraph (b)), which instrument or instruments shall refer to the proposed amendment and which shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and all Owners of such affected Bonds shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the Owner of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the consent and shall be conclusive and binding upon all future Owners of the same Bond during such period. Such consent may be revoked at any time after six months from the date of said consent by the Owner who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the Owners the required amount of the affected Bonds then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

(g) For the purposes of establishing ownership of the Bonds, the Issuer shall rely solely upon the registration of the ownership of such Bonds on the Registration Books kept by the Paying Agent/Registrar.

Section 33. INCORPORATION OF RECITALS. The Issuer hereby finds that the statements set forth in the recitals of this Ordinance are true and correct, and the Issuer hereby incorporates such recitals as a part of this Ordinance.

PASSED, APPROVED AND EFFECTIVE THIS _____ __, 2026.

CITY OF HARLINGEN, TEXAS

_____
Mayor

ATTEST

_____
City Secretary

(CITY SEAL)

EXHIBIT A

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 28 of this Ordinance.

I. Annual Financial Statements and Operating Data

The financial information and operating data with respect to the Issuer to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Private Placement Memorandum and Tables for the Waterworks and Sewer System Revenue Bonds, Series 2026C (CWSRF) referred to below:

APPENDIX B – OFFICIAL ACTION

Accounting Principles

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements referred to in paragraph I above.

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Agreement"), made by and between the CITY OF HARLINGEN, TEXAS (the "City"), a political subdivision of the State of Texas in Cameron County, Texas, and BOKF, NA, as Escrow Agent (the "Escrow Agent"), together with any successor in such capacity;

W I TN E S S E T H:

WHEREAS, pursuant to an ordinance (the "Ordinance") adopted on [_____], 2026, the City authorized the issuance of $[_____] City of Harlingen, Texas Waterworks and Sewer System Revenue Bonds, Series 2026C (CWSRF) (the "Bonds") to obtain financial assistance from the Texas Water Development Board (the "TWDB") for the purpose of funding the costs of acquiring, purchasing, constructing, improving, enlarging, or equipping the System and to pay the costs of professional services related thereto (the "Project"); and

WHEREAS, the City will accept certain contractual obligations (the "Contractual Obligations," and together with the Bonds, the "Obligations") to obtain financial assistance from the TWDB for the purpose of funding the Project; and

WHEREAS, the Escrow Agent is a state or national bank designated by the Texas Comptroller as a state depository institution in accordance with Texas Government Code, Chapter 404, Subchapter C, or is a designated custodian of collateral in accordance with Texas Government Code, Chapter 404, Subchapter D, and is otherwise qualified and empowered to enter into this Agreement, and hereby acknowledges its acceptance of the terms and provisions hereof; and

WHEREAS, a condition of the Obligations is the deposit of the proceeds of the Obligations (the "Proceeds") in escrow subject to being withdrawn only with the approval of the Executive Administrator of the TWBD (the "Executive Administrator") or another designated TWBD representative; provided, however, the Proceeds can be transferred to different investments so long as all parties hereto consent to such transfer.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and in consideration of the amount of fees to be paid by the City to the Escrow Agent, as set forth on **EXHIBIT A**, the receipt of which is hereby acknowledged, and in order to secure the delivery of the Obligations, the parties hereto mutually undertake, promise and agree for themselves, their respective representatives and successors, as follows:

SECTION 1: ESCROW ACCOUNTS. In accordance with the closing memo signed by the Executive Administrator or an authorized representative and upon delivery of the Obligations, the Proceeds identified under TWDB Commitment Numbers L1002258 shall be released to pay closing costs or deposited to the credit of a special escrow account or escrow subaccount (the "Escrow Account") by the Escrow Agent. The Escrow Account shall be maintained at the Escrow Agent on behalf of the City and the TWDB and shall not be commingled with any other accounts or with any other proceeds or funds. The Proceeds received by the Escrow Agent under this Agreement shall not be considered as a banking deposit by the City, and the Escrow Agent shall have no right to title with respect thereto except as Escrow Agent under the terms of this Agreement.

The Escrow Accounts shall be entitled "L1002258 Harlingen CWSRF Esc Acct" and shall not be subject to warrants, drafts or checks drawn by the City but shall be disbursed or withdrawn to pay the costs of the Project for which the Obligations were issued or other purposes in accordance with the Ordinance or the Principal Forgiveness Agreement and solely upon written authorization from the Executive Administrator or his/her designated representative. The Escrow Agent shall provide to the City and to the TWDB the Escrow Accounts bank statements upon request.

SECTION 2: COLLATERAL. All cash deposited to the credit of such Escrow Accounts and any accrued interest in excess of the amounts insured by the FDIC and remaining uninvested under the terms of this Agreement shall be continuously secured by a valid pledge of direct obligations of the United States of America or other collateral meeting the requirements of the Public Funds Collateral Act, Texas Government Code, Chapter 2257.

SECTION 3: INVESTMENTS. While the Proceeds are held in escrow, the Escrow Agent shall only invest escrowed Proceeds in investments that are authorized by the Public Funds Investment Act, Texas Government Code, Chapter 2256 (the "PFIA"). It is the City's responsibility to direct the Escrow Agent to invest all public funds in a manner that is consistent not only with the PFIA but also with its own written investment policy.

SECTION 4: DISBURSEMENTS. The Escrow Agent shall not honor any disbursement from the Escrow Accounts, or any portion thereof, unless and until it has been supplied with written approval and consent by the Executive Administrator or his/her designated representative. However, no written approval and consent by the Executive Administrator shall be required if the disbursement involves transferring Proceeds from one investment to another within the Escrow Accounts provided that all such investments are consistent with the PFIA requirements.

SECTION 5: UNEXPENDED FUNDS. Any Proceeds remaining unexpended in the Escrow Accounts after completion of the Project and after the final accounting has been submitted to and approved by the TWDB shall be disposed of pursuant to the provisions of the Ordinance or the Principal Forgiveness Agreement. The City shall deliver a copy of such TWDB approval of the final accounting to the Escrow Agent together with instructions concerning the disbursement of unexpended Proceeds hereunder. The Escrow Agent shall have no obligation to ensure that such unexpended Proceeds are used as required by the provisions of the Ordinance or the Principal Forgiveness Agreement, that being the sole obligation of the City.

SECTION 6: CERTIFICATIONS. The Escrow Agent shall be authorized to accept and rely upon the certifications and documents furnished to the Escrow Agent by the City and shall not be liable for the payment of any funds made in reliance in good faith upon such certifications or other documents or approvals, as herein recited.

SECTION 7: LIABILITY OF ESCROW AGENT. To the extent permitted by law, the Escrow Agent shall not be liable for any act done or step taken or omitted by it or any mistake of fact or law, except for its negligence or default or failure in the performance of any obligation imposed upon it hereunder. The Escrow Agent shall not be responsible in any manner for any proceedings in connection with the Obligations or any recitation contained in the Obligations.

SECTION 8: RECORDS. The Escrow Agent will keep complete and correct books of record and account relating to the receipts, disbursements, allocations and application of the money deposited to the Escrow Accounts, and investments of the Escrow Accounts and all proceeds thereof. The records shall be available for inspection and copying at reasonable hours and under reasonable conditions by the City and the TWDB.

SECTION 9: MERGER/CONSOLIDATION. In the event that the Escrow Agent merges or consolidates with another bank or sells or transfers substantially all of its assets or corporate trust business, then the successor bank shall be the successor Escrow Agent without the necessity of further action as long as the successor bank is a state or national bank designated by the Texas Comptroller as a state depository institution in accordance with Texas Government Code, Chapter 404, Subchapter C, or is a designated custodian of collateral in accordance with Texas Government Code, Chapter 404, Subchapter D. The Escrow Agent must provide the TWDB with written notification within 30 days of acceptance of the merger, consolidation, or transfer. If the merger, consolidation or other transfer has occurred between state banks, the newly-created entity shall forward the certificate of merger or exchange issued by the Texas Department of Banking as well as the statement filed with the pertinent chartering authority, if applicable, to the TWDB within five business days following such merger, consolidation or exchange.

SECTION 10: AMENDMENTS. This Agreement may be amended from time to time as necessary with the written consent of the City and the TWDB, but no such amendments shall increase the liabilities or responsibilities or diminish the rights of the Escrow Agent without its consent.

SECTION 11: TERMINATION. In the event that this Agreement is terminated by either the City or by the Escrow Agent, the Escrow Agent must report said termination in writing to the TWDB within five business days of such termination. The City is responsible for ensuring that the following criteria are satisfied in selecting the successor escrow agent and notifying the TWDB of the change in escrow agents: (a) the successor escrow agent must be an FDIC-insured state or national bank designated by the Texas Comptroller as a state depository; (b) the successor escrow agent must be retained prior to or at the time of the termination; (c) an escrow agreement must be executed by and between the City and the successor escrow agent and must contain the same or substantially similar terms and conditions as are present in this Agreement; and (d) the City must forward a copy of the executed escrow agreement with the successor escrow agent within five business days of said termination. No funds shall be released by the TWDB until it has received, reviewed and approved the escrow agreement with the successor escrow agent. If the City has not appointed a successor escrow agent within thirty (30) days of the notice of termination, the Escrow Agent may petition any court of competent jurisdiction in Texas for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the City. Whether appointed by the City or a court, the successor escrow agent and escrow agreement must be approved by the TWDB for the appointment to be effective. The Escrow Agent is responsible for performance under this Agreement until a successor has been approved by the TWDB and has signed an acceptable escrow agreement.

SECTION 12: EXPIRATION. This Agreement shall expire upon final transfer of the funds in the Escrow Accounts to the City.

SECTION 13: POINT OF CONTACT. The points of contact for the Escrow Agent and the TWDB are as follows:

BOKF, NA
5956 Sherry Lane, Suite 900
Dallas, Texas 75225
Attention: Tony Hongnoi
Ph: (972) 892-9968
Fax: (214) 256-7517
E-Mail: THongnoi@bankoftexas.com

Executive Administrator
Texas Water Development Board
1700 North Congress Avenue
Austin, Texas 78701

SECTION 14: CHOICE OF LAW. This Agreement shall be governed exclusively by the applicable laws of the State of Texas. Venue for disputes shall be in the District Court of Travis County, Texas.

SECTION 15: ASSIGNABILITY. This Agreement shall not be assignable by the parties hereto, in whole or in part, without the consent of the TWDB, and any attempted assignment shall be void and of no force and effect.

SECTION 16: ENTIRE AGREEMENT. This Agreement evidences the entire Escrow Agreement between the Escrow Agent and the City and supersedes any other agreements, whether oral or written, between the parties regarding the Proceeds or the Escrow Accounts. No modification or amendment of this Agreement shall be valid unless the same is in writing and is signed by the City and consented to by the Escrow Agent and the TWDB.

SECTION 17: VALIDITY OF PROVISIONS. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

SECTION 18: **COMPENSATION FOR ESCROW SERVICES.** The Escrow Agent shall be entitled to compensation for its services as stated in **EXHIBIT A**, which compensation shall be paid by the City but may not be paid directly from the Escrow Accounts.

SECTION 19: VERIFICATIONS OF STATUTORY REPRESENTATIONS AND COVENANTS. The Escrow Agent makes the following representation and verifications pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Underwriter within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations.

A. NOT A SANCTIONED COMPANY. The Escrow Agent represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes

the Escrow Agent and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

B. NO BOYCOTT OF ISRAEL. The Escrow Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

C. NO DISCRIMINATION AGAINST FIREARM ENTITIES. The Escrow Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

D. NO BOYCOTT OF ENERGY COMPANIES. The Escrow Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

SECTION 20: FORM 1295 EXEMPTION. The Escrow Agent represents that it is a wholly owned subsidiary of BOK, Financial Corporation, a publicly traded business entity, and therefore this Agreement is exempt from Section 2252.908, Texas Government Code, as amended.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective upon signature of both parties.

[Signature Page Follows]

CITY OF HARLINGEN, TEXAS

By: _____
Mayor

Attest: _____
City Secretary

Date: _____

Address: 118 East Tyler Avenue
Harlingen, Texas 78550

(City Seal)

BOKF, NA
as Escrow Agent

By: _____

Title: _____

Date: _____

Address: 5956 Sherry Lane, Suite 900
Dallas, Texas 75225

EXHIBIT A
Fee Schedule

10K

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **October 7, 2026**

Agenda Item:

Consideration and possible action to approve the preliminary construction plans and final plat with conditions of the proposed Victoria Commons Subdivision Phase II, bearing a legal description of a 30.52 acres tract of land, more or less, out of Block 182, San Benito Land and Water Company Subdivision, Concepcion de Carricitos Grant, located northeast of Camelot Drive and Victoria Lane. Applicant: Halff Associates c/o Development Corporation of Harlingen, inc.

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

Brief Summary:

Project Timeline

- January 23, 2026 – Original Preliminary Construction Plans and Final Plat application submitted to the City. **(ATTACHMENT I)**
- February 10, 2026 – Comments outlining deficiencies sent to Engineer.
- February 18, 2026 – Original Preliminary Construction Plans and Final Plat resubmitted to the City.
- March 6, 2026 – Comments outlining deficiencies sent to Engineer.
- April 1, 2026 – Planned Development Zoning approved on final reading by City Commission.
- April 2, 2026 – Original Preliminary Construction Plans and Final Plat resubmitted to the City.
- April 16, 2026 – Comments outlining deficiencies sent to Engineer.
- August 20, 2026 – Original Preliminary Construction Plans and Final Plat resubmitted to the City.
- September 8, 2026 – Comments outlining deficiencies sent to Engineer.
- Pending – Preliminary construction plans and final plat deemed complete.
- September 22, 2026 – Consideration of the preliminary construction plans and final plat with conditions by the Planning and Zoning Commission.
- October 7, 2026 – Consideration of the preliminary construction plans and final plat with conditions by the City Commission.

Summary:

- The proposed Victoria Commons Subdivision Phase II consists of seven lots intended for commercial, multifamily, common area/parking lot, and detention pond uses. The subdivision is located within the City limits, northeast of Camelot Drive and Victoria Lane.

- The proposed development is consistent with the Planned Development zoning designation.

- All drainage improvements will be designed in accordance with the City's current standards, including compliance with the 50-year storm event requirement.
- Water and wastewater services for the proposed development will be provided by the Harlingen Waterworks System (HWWS).
- Park fees will be assessed for the subdivision at a rate of $500 per multifamily unit for Lot 3. The fees will be collected during the building permit phase based on the number of units proposed for construction.
- These funds will be allocated to Park Zone 2, the southeast zone, in accordance with the City's parkland dedication requirements.
- All items identified on the preliminary and final plat checklist will be addressed prior to the recording of the final plat.

Staff Recommendation:

Staff recommends approval of the preliminary construction plans and final plat, with the following conditions:

1. Requirements from the Engineering Department, HWWS, Fire Prevention Bureau, and Planning Division, as outlined in the attached comments. **(ATTACHMENT V – IX).**

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
City Manager's approval: CG	✓	Yes		No		N/A
Comments:						
City Attorney's approval:	✓	Yes		No		N/A

Attachment I—Subdivision Application

CITY OF HARLINGEN PLANNING & DEVELOPMENT DEPARTMENT | PLANNING DIVISION

MASTER APPLICATION FORM

Submit applications:
In person: Planning and Development Department, 502 E. Tyler Avenue, Harlingen, Texas 78550
Email: Planning@harlingentx.gov. Questions? Call (956) 216-5101.

HARLINGEN TEXAS

PROPERTY OWNER INFORMATION

Property Owner Name (If entity, attach supporting documentation): Development Corporation of Harlingen, Inc.

Property Owner Phone: 956.216.5085 Property Owner Email: [redacted]

Property Owner Address: 2424 Boxwood St. Suite 126, Harlingen, Tx 78550

APPLICANT/AUTHORIZED REPRESENTATIVE INFORMATION (If different from owner)

☐ Applicant is the same as Property Owner (skip section below)

Applicant Name: Berenice Chapa Applicant Phone: 956-445-5212

Applicant Email: [redacted]

Applicant Address: 5000 W. Military Hwy Ste 100, McAllen, Tx 78503

PROPERTY INFORMATION

Project Address: Victoria Lane; between Hale St & Camelot Ave.

Property/GEO ID: 23-0680-1810-0075-002 23-0680-1820-0030-00 (If unknown, look up ID at Cameron County Appraisal District)

Legal Description of Property (Lot, Block, Subdivision, as shown on deed or survey): Lot C&D Blk 182 San Benito Land & Wtr Co Subd Harlingen 25.73 Ac out of 2893 Ac of 412 Acres & San Benito Land & Wtr Co. Blocks 181-182 Sec 22 & Woscan 4.787 Ac out of 11.936

Current Zoning: Planned development (If unknown, check our Interactive Zoning Map or have staff verify your zoning)

Proposed Zoning: _____ (If unknown, visit or call the Planning Division staff)

Current Land Use: _____

DESCRIPTION OF REQUEST

Provide a brief description (What are you requesting? What will be built or changed? Why is this request needed?):

Final plat approval for 7 Lots on subdivision "Victoria Commons Phase II - Lots 2-7"

Select Application Type (Select all that apply):

Land Use Changes	**Subdivision/Platting:**
☐Rezoning Request - $250	☑Preliminary Construction Plans/Final Plat - $150
☐Special Use Permit - $250	☐Replat - $250
☐Planned Development District - $250	☐Vacating Plat - $50
☐Voluntary Annexation Request/Initial Zoning – $0	☐Subdivision Variance - $25 (each)
☐Comprehensive Plan Amendment Request - $250	
	Other Requests:
Zoning Board of Adjustment (ZBA)	☐License to Encroach - $250
☐Zoning Variance Request (ZBA) - $250	☐Right-of-Way/Utility Easement Abandonment – $0
☐Zoning Special Exception (ZBA) - $250	
☐Administrative Appeal (ZBA) - $125	

REQUIRED ATTACHMENTS

Note: Incomplete applications will not be accepted or scheduled for review.

Required for ALL Applications:

A. Application Fee (Check or card only. No cash accepted)
B. Valid Photo ID

CITY OF HARLINGEN PLANNING & DEVELOPMENT DEPARTMENT | PLANNING DIVISION

C. Warranty Deed
D. Authorization Letter from Owner (if applicant is not the owner)
E. Entity documents

Rezoning:
A. Written statement describing the proposed use(s) of the subject property
B. Survey/Survey Plat
C. Metes & Bounds description of the tract(s) in which the rezoning is requested

Special Use Permit/PDD:
A. Written statement describing the proposed use(s) of the subject property
B. Site plan showing the proposed development of the property, including existing and proposed: building footprints and building heights (or buildable areas for single and two-family residential), locations of proposed uses, ingress and egress to/from property, streets in compliance with the City's Long Range Thoroughfare Plan, sidewalks, utilities, drainage, and parking spaces, etc.
C. Any other information (elevation drawings/pictures) in support of the request

Zoning Variance Request (ZBA)/Special Exception/ Administrative Appeals:
A. Written statement describing the requested variance and an explanation of the special conditions that result in the unnecessary hardship for which the variance or special exception is requested.
B. Written statement describing the purpose of the request (For Administrative Appeals Only).
C. Site Plan showing existing and proposed development of the property in question.

Preliminary Construction Plans/Final Plat/Replat:
A. Please contact the Planning Division for the full checklist compliant with Chapter 109 - Subdivisions and the Subdivision Development Guide (SDG) referenced in Sec. 109-127(1) and Sec. 109-128(b)
B. Plats must be submitted simultaneously to Texas Gas, AEP, AT&T, Charter Spectrum, Magic Valley Electric, Cameron County (CC) Appraisal District, CC Transportation Department, Harlingen Irrigation District, HCISD Operations, CC Drainage District, CC Irrigation District, and the U.S. Post Office.

Right-of-Way/Utility Easement Abandonment/License to Encroach:
A. Written statement describing the purpose of the request
B. Survey
C. Metes & Bounds description
D. Letter of Clearance from utility companies, including Harlingen WaterWorks System, Texas Gas, AEP, AT&T, Charter Spectrum, Magic Valley Electric, Harlingen Irrigation District, CC Drainage District, and CC Irrigation District.
E. Appraisal Report (Appraiser must be approved by City) (For ROW abandonment only).

Voluntary Annexation:
A. Written petition by owner(s) requesting annexation
B. Survey
C. Metes & Bounds description

CERTIFICATION

☐I certify that I am the property owner or the duly authorized agent of the owner for the purposes of this application.
☐I further certify that I have read this application and that all information provided is true, correct, and complete. I understand that any false or incorrect information may result in the revocation of any permit or approval issued by the City of Harlingen.
☐I understand that meeting all application requirements does not guarantee approval, and that the City Commission is the sole authority responsible for the approval or denial of this request.
☐I acknowledge that additional information may be requested by the City to process this application.

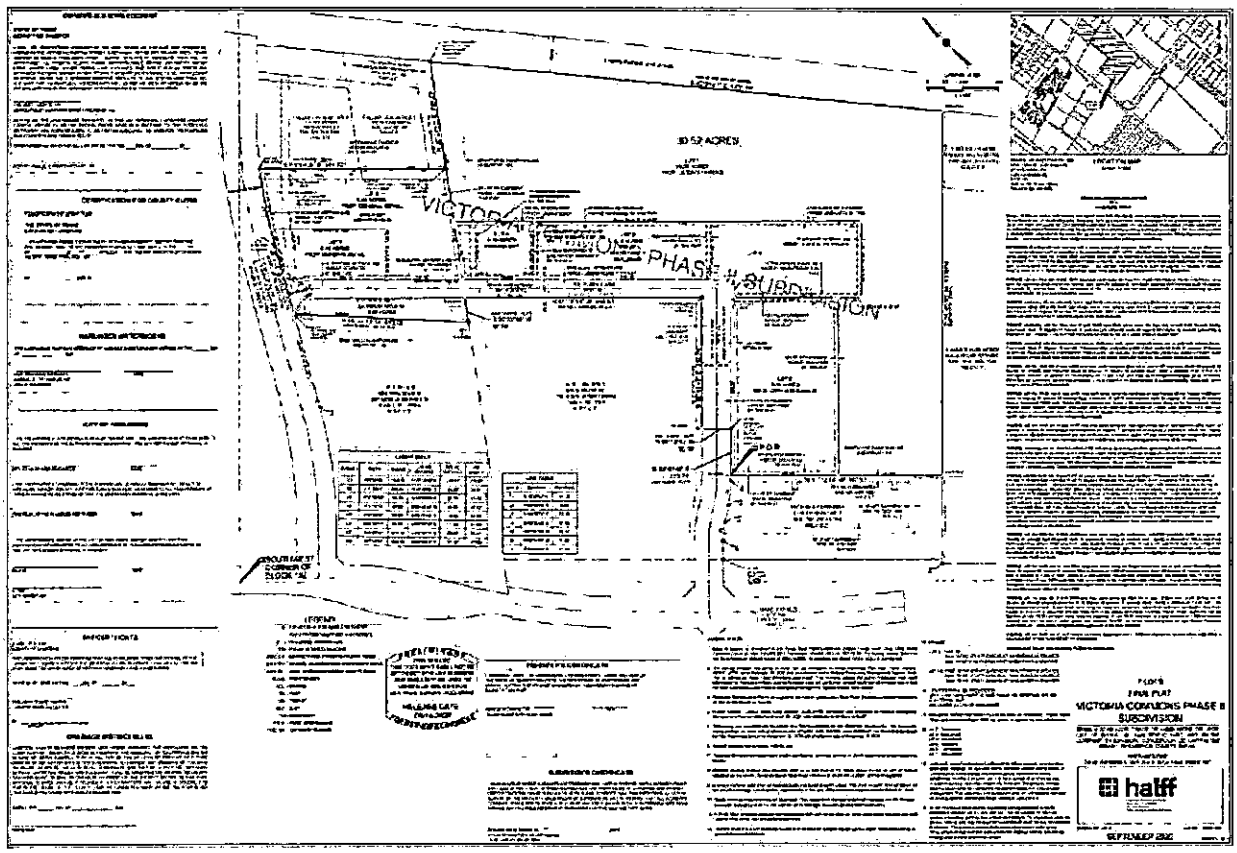
(Both signatures are required if the applicant is not the owner.)

Property Owner Name & Signature: _____ **Date:** 9-16-2026

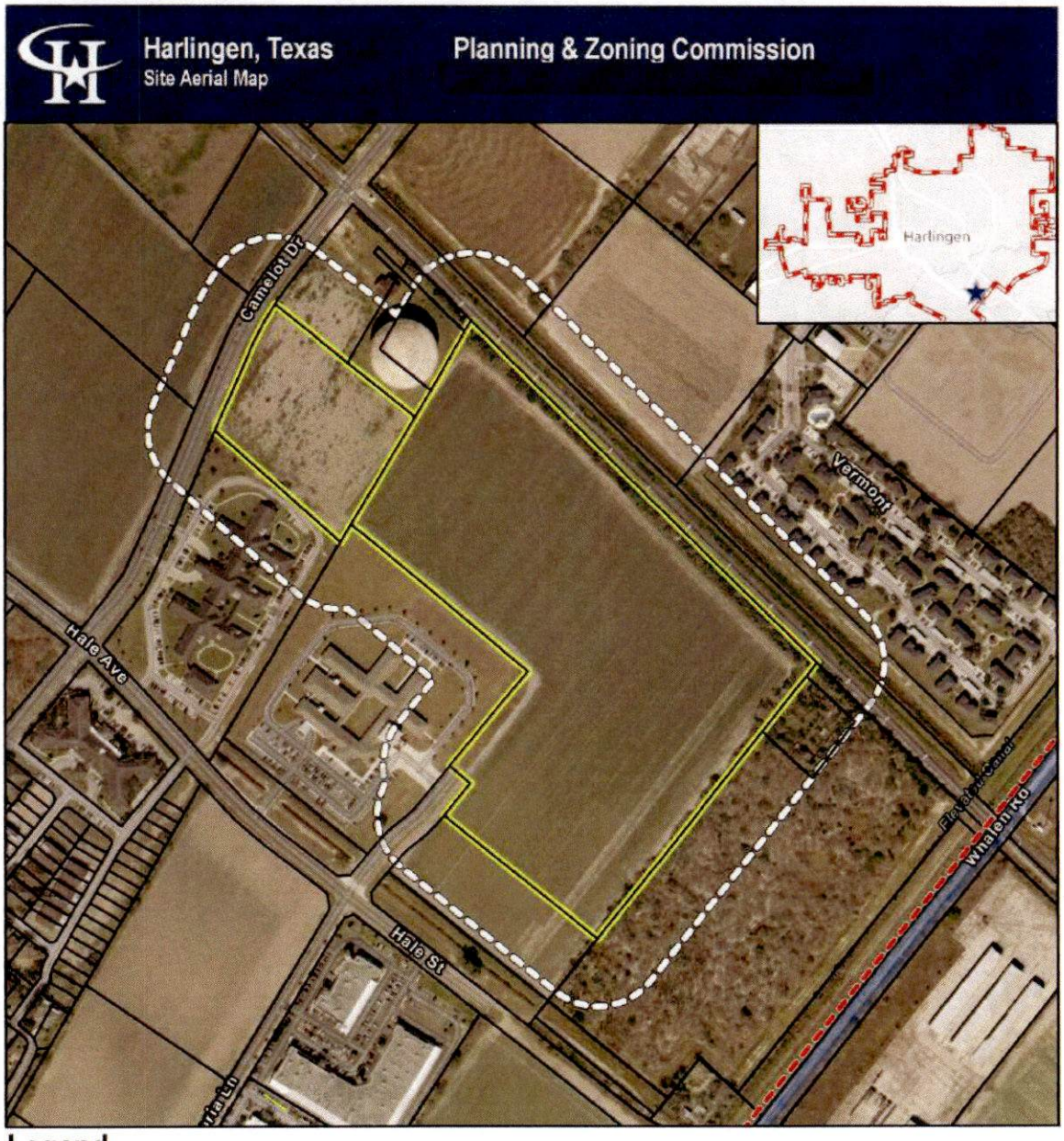
Authorized Representative Name & Signature: Berenice Chapa. _____ **Date:** 09/16/2026

OFFICE USE ONLY
Date Submitted: _____ *Date Deemed Complete:* _____ *Application Fee Paid: $* _____
Case #: _____ *Receipt #:* _____ *Received By (initials):* _____

Attachment II —Final Plat



Attachment III — Aerial View



Attachment IV — Street View

Street View from Camelot Drive



Street View from Victoria Lane



Attachment V – Planning

CITY OF HARLINGEN TEXAS

Planning and Development Department
502 E. Tyler Avenue
Harlingen, TX 78550
(956) 216-5101

9/18/2026

Leslie Acosta
Halff Associates
5000 W. Military Hwy, Ste. 100
McAllen, TX 78503

Re: Victoria Commons Phase II

Dear Ms. Acosta,

City staff reviewed the preliminary plans and final plat of the proposed **"Victoria Commons Subdivision Phase II"** submitted on September 17, 2026. The application is considered complete, subject to a list of conditions from different city departments. If you agree with the listed conditions, please visit the Planning and Development office to pay the $150.00 subdivision application fee. Once the payment is received, the proposed subdivision will be considered "filed" and staff will place the subdivision in the next scheduled meeting of the Planning and Zoning Commission.

Preliminary and Final:

1. All applicable fees, including the v-line assessment fee must be paid prior to recording the final plat.

Thank you,

Soledad A. Núñez

Soledad A. Núñez, CNU-A
City Planner

Attachment VI - Engineering

CITY OF HARLINGEN TEXAS

Engineering Department | 24200 FM 509, Harlingen, Texas 78550

September 3, 2026
Nadia M. Lopez, PE
Assistant City Engineer

Mr. Joel Olivo
Assistant Director for Planning and Development
502 E. Tyler Ave., Harlingen, Texas 78550

RE: REVIEW OF VICTORIA COMMONS PHASE II, PRELIM & FINAL PLAT- 4th SUBMITTAL

Dear Mr. Olivo,

Engineering does not have additional comments regarding the preliminary construction documents for the above-mentioned subdivision per Section 109-128.(a) of the City of Harlingen City Ordinances.

- ☐ Approved
- ☒ Approved with Conditions
- ☐ Disapproved

Plat

- On note #10, perhaps clarify note that it will discharge into the regional detention pond on Lot 5 of this subdivision
- Please revise notes #18 and 19 to indicate reciprocal cross-access and shared parking between Lots 2 and 5 and between Lots 4, 7, and Common Area A, respectively. Such note can be as shown below (modified as needed to be applicable to this development). Recommend including Lot 6 in this note for cross-access between Lot 4 and Lot 7

Plat Note



CROSS-ACCESS AND SHARED PARKING EASEMENT

A NON-EXCLUSIVE CROSS-ACCESS AND SHARED PARKING EASEMENT IS HEREBY ESTABLISHED BETWEEN LOT 1, LOT 2, AND LOT 3, FOR THE PURPOSE OF VEHICULAR ACCESS, CIRCULATION, PARKING, AND RELATED SITE FUNCTIONS. PARKING SPACES WITHIN THE SHARED PARKING AREA MAY BE COUNTED TOWARD THE OFF-STREET PARKING REQUIREMENTS OF EITHER LOT. THE PROPERTY OWNERS SHALL MAINTAIN THIS SHARED PARKING AND CROSS-ACCESS AGREEMENT AND SUCH AGREEMENT SHALL RUN WITH THE LAND AND BE BINDING ON ALL PRESENT AND FUTURE OWNERS.

- Recommend adding note stating that Common Area A is a non-buildable lot and to be used for landscaping and parking area. This will clarify why it will be owned and maintained by the Owner.

Please note that this review shall be for conformance to subdivision regulations and the responsibility and liability for the adequacy of the design shall remain with the Engineer sealing the documents.
If you have any questions, please feel free to contact me at (956) 216-5223 or via email at nlopez@harlingentx.gov.

Sincerely,

Nadia M. Lopez, P.E.

Nadia M. Lopez, PE

Attachment VII – Fire

Subdivision Review

Subdivision Name:	**Victoria Commons Phase II – 3rd Submittal**
Proposed Use:	**6 Lot Commercial**
Location:	**Northeast of Hale Avenue**
Developer:	**Harlingen EDC**
Engineer:	**Halff Associates / (956) 664-0286** [redacted]

Approval: **__X__ Yes** **____ Yes with Comments** **____ No**

Comments: **1. No Comments**

Juan Sauceda Jr. Fire Marshal
Departmental Official Signature

Fire Prevention
Department

April 8, 2026
Date

(956) 216-5790
Contact Number

jsauceda@harlingentx.gov
Contact E-mail

Juan Sauceda Jr
Signature

HARLINGEN WATERWORKS SYSTEM

VICTORIA COMMONS PH. II SUBDIVISION PLAT SUBMITTAL #6

September 17, 2026

To: Soledad A. Nunez
Planning & Zoning Dept.
City of Harlingen

From: David Vasquez, Engineering Technician
Engineering Dept.
Harlingen Waterworks System

Response:

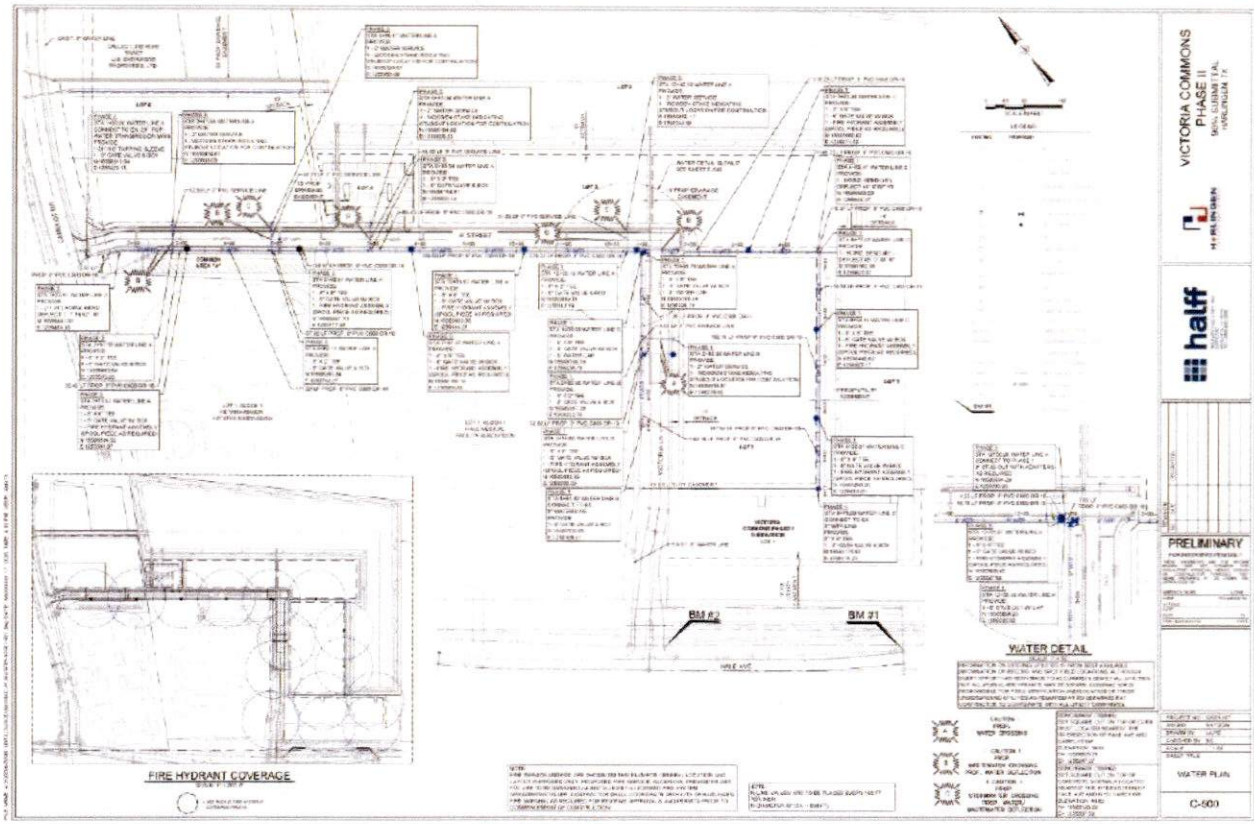
APPROVED

David Vasquez Digitally signed by David Vasquez DN: C=US, E=dvasquez@hwws.com, O=Harlingen Waterworks System, OU=Engineering Dept., CN=David Vasquez Date: 2026.09.18 09:29:37-05'00'

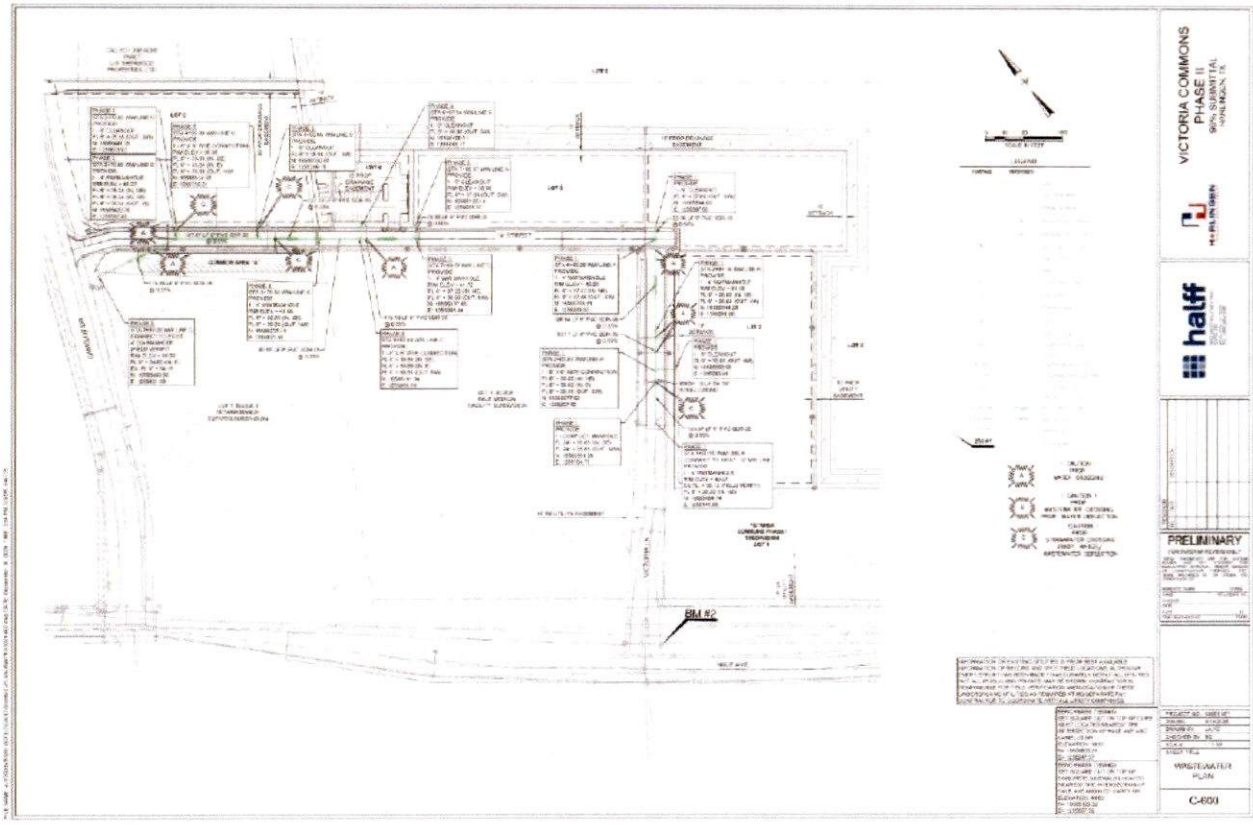
ADDITIONAL COMMENTS:

- If the developer requests HWWS to execute the plat prior to completion of the modifications to the existing water & sewer facilities, a Letter of Credit (LOC) or a Check in an amount equal to the developer's estimated costs of construction must be submitted to HWWS. The developer's engineer is to submit a cost estimate for this work for review and approval by HWWS prior to submission of the LOC or check.
- A full set of water and sewer construction plans must be submitted to Harlingen Waterworks System for review and approval prior to commencement of construction.
- HWWS comments subject to modification based on additional information of future comments issued by the City of Harlingen, changes made to the plans after approval has been given, or if new information is uncovered through field discovery.

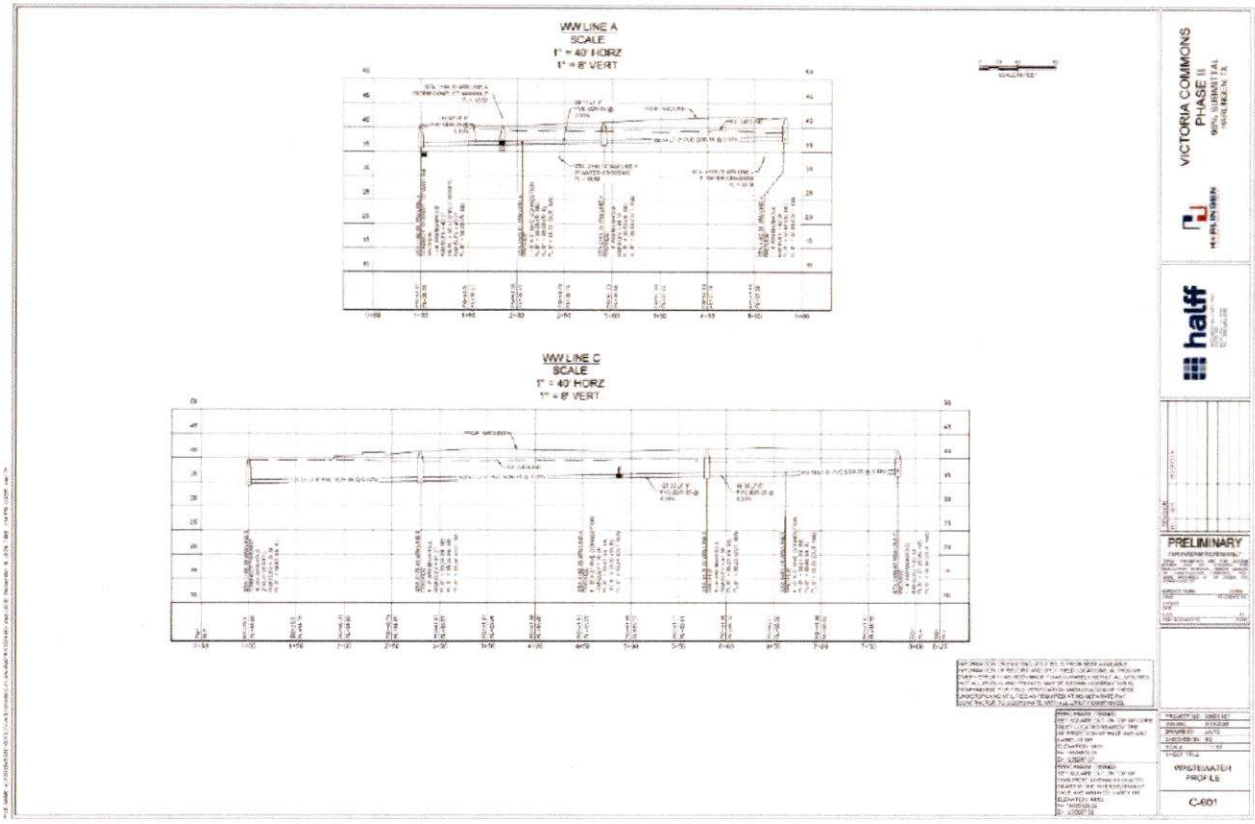
Attachment VIII– Harlingen Water Works System



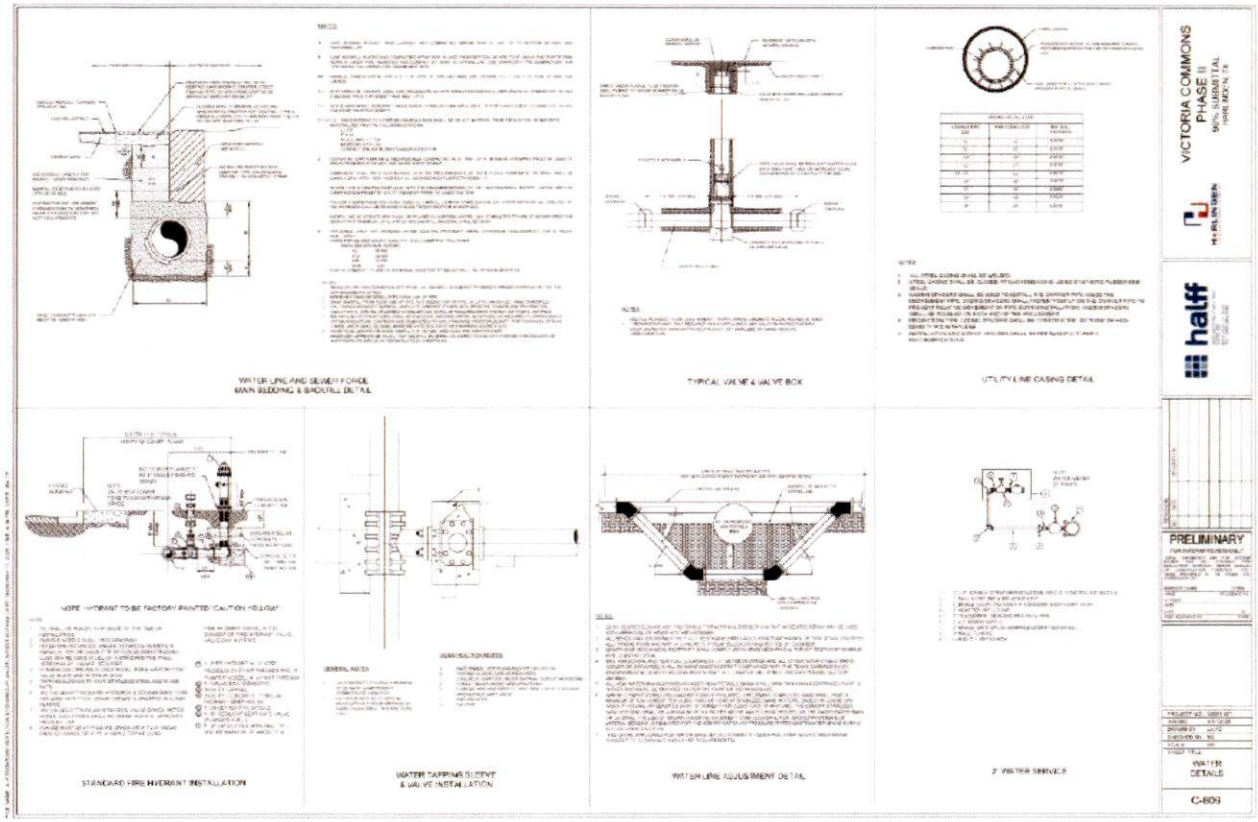
Attachment VIII– Harlingen Water Works System



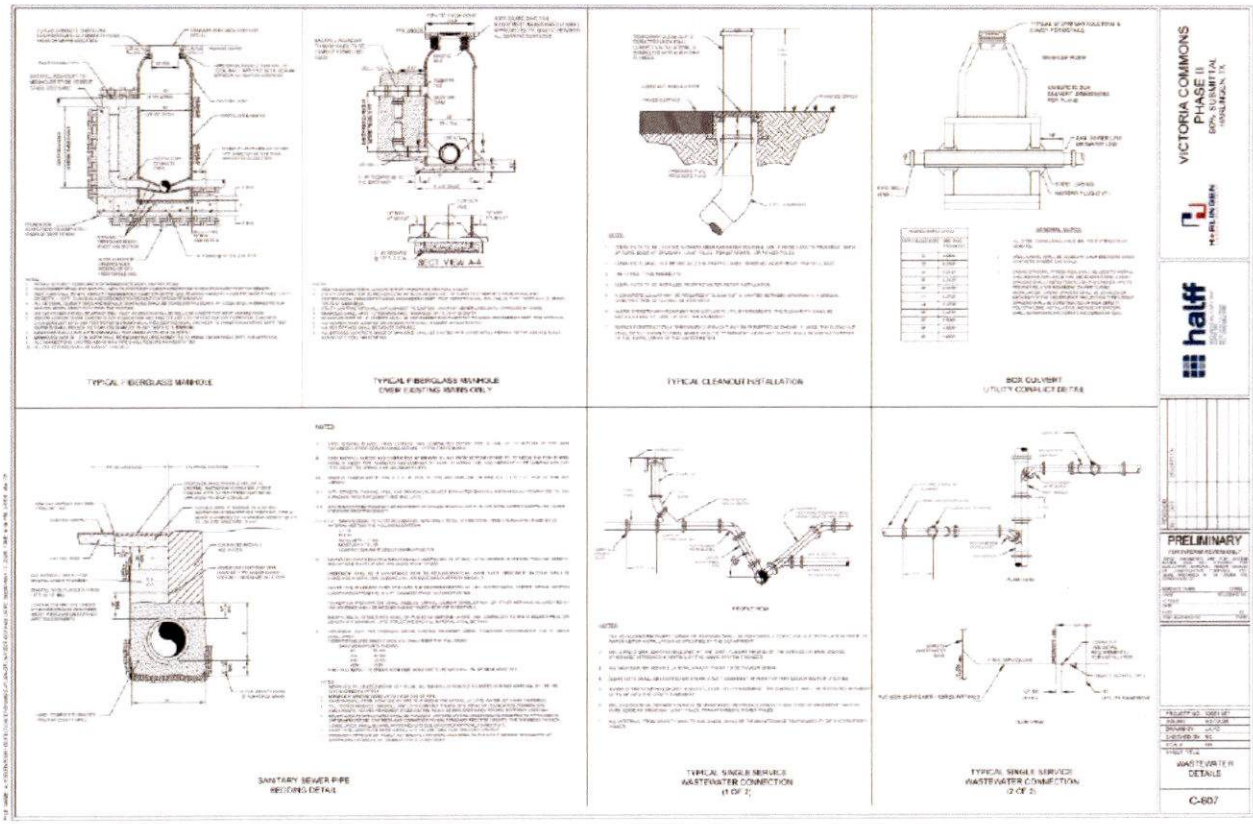
Attachment VIII– Harlingen Water Works System



Attachment VIII– Harlingen Water Works System



Attachment VIII– Harlingen Water Works System



Attachment IX – Public Works

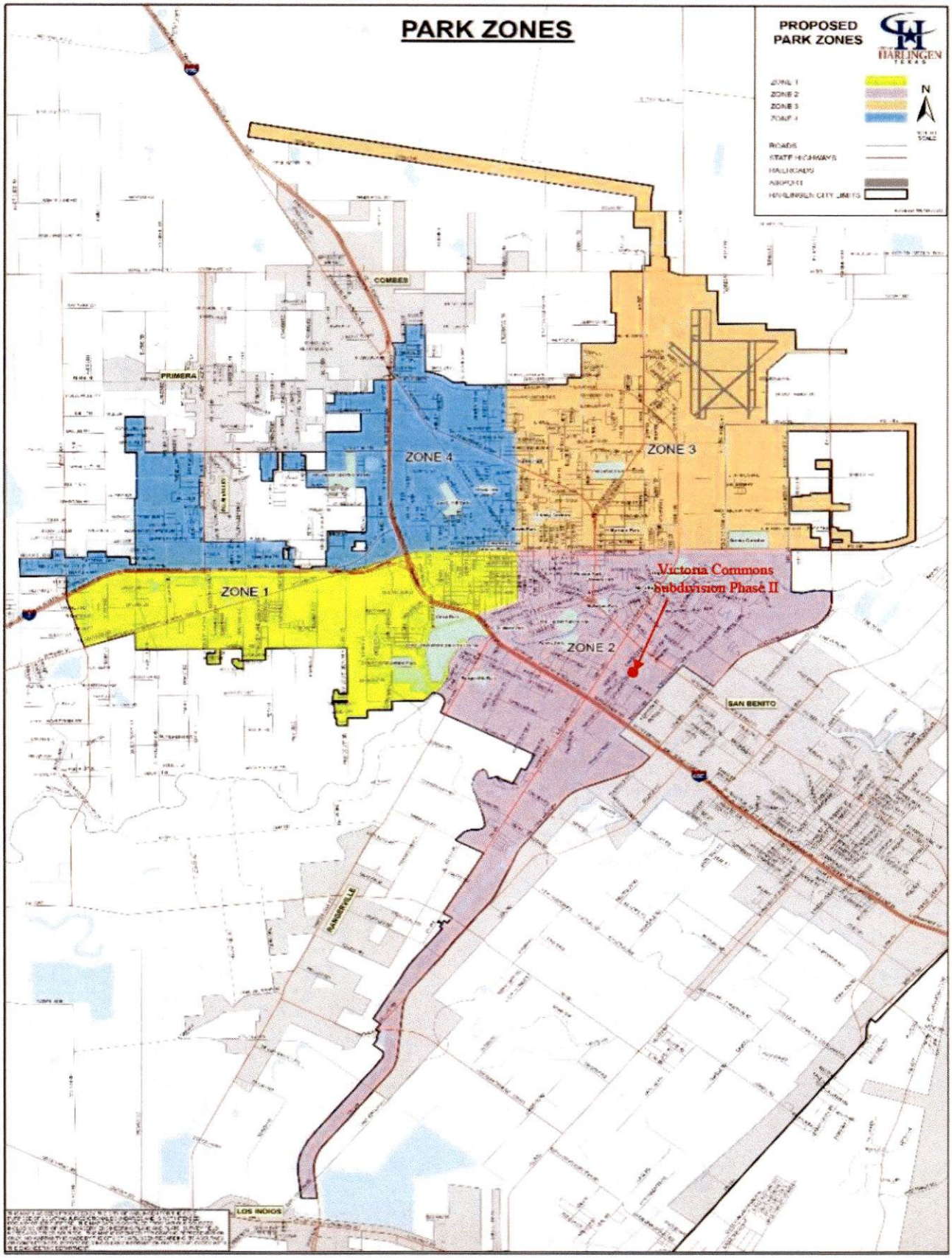
From: Guillermo Rodriguez
To: Sol Nunez
Subject: RE: Victoria Commons Subdivision Phase II Prelim/Final 4th Submittal (Revised Layout)
Date: Thursday, September 3, 2026 4:24:45 PM
Attachments: image001.png
image002.png
image003.png
image004.png
image005.png
image006.png

Ok with Public Works, any drainage improvements, detention ponds, or drainage easements will have to be maintained by subdivision owner. The City of Harlingen will not take ownership or maintain new developed drainage ponds or easements.

Guillermo Rodriguez
STREET SUPERINTENDENT
(956) 216-5311
grodriguez@harlingentx.gov
www.harlingentx.gov
404 54th St., Harlingen, TX 78550

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Please note that any correspondence, such as e-mail or letters sent to City staff may become a public record and made available for public or media review unless otherwise prohibited by law.

Attachment X – Park Zones Map



PLANNING AND ZONING COMMISSION
September 22, 2026

ACTION ITEMS/PUBLIC HEARINGS

1) **Public hearing Consideration and possible action to approve the preliminary construction plans and final plat with conditions of the proposed Victoria Commons Subdivision Phase II, bearing a legal description of a 30.52 acres tract of land, more or less, out of Block 182, San Benito Land and Water Company Subdivision, Concepcion de Carricitos Grant, located northeast of Camelot Drive and Victoria Lane. Applicant: Halff Associates c/o Development Corporation of Harlingen, Inc.**

City Planner Soledad Núñez presented the proposed subdivision as follows:

- The Legal Notice Map with the Subject Property highlighted in yellow was used to present the item.
    - [The development] consists of six (6) lots in total, five (5) commercial and one (1) multifamily lot and a detention pond/green space.
    - The development is consistent with the Planned Development (PD) zoning.
    - All drainage improvements will meet the required fifty (50) year storm.
    - Water and wastewater will be provided by Harlingen Water Works.
- A copy of the Final Plat was presented.
- Street Views of the Subject Property from Camelot Drive and from Victoria Lane were presented.
- Park Fees will be assessed during the building permit stage for the multifamily development at five hundred dollars ($500) per unit. These funds will be going to Park Zone Two (2), which is the southeast zone.
- Staff is recommending approval of the preliminary construction plans and final plat subject to the conditions outlined by the different city departments in the meeting packet.

Vice Chairman Sanchez thanked Ms. Núñez and asked the Board if there were any questions for Staff. Upon hearing not, he said that if not, he would entertain a motion. Cmr Flores moved to approve. Cmr. Cantu seconded the motion. The Vice Chairman moved the motion to a vote. The motion passed [unanimously].

AGENDA ITEM
EXECUTIVE SUMMARY

10 L

Meeting Date: **October 7, 2026**

Agenda Item:

Consideration and possible action to approve HEDC's request to apply its prior V-Line Drainage Canal contribution toward the Project Organic V-Line assessment and recognize the remaining balance for future qualifying HEDC-supported projects. Attachment ***(Planning & Development).***

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

Brief Summary:

Section 109-190(c)(1) of the Subdivision Ordinance establishes the "V-Line ditch" as a special drainage assessment area and requires developing properties within the area to pay a pro rata share of previously constructed drainage improvements, based on gross acreage, prior recordation of the plat. The V-Line assessment serves the purpose of new developments to help repay the cost of drainage improvements that have already been built to serve that area. Before a plat can be recorded, the developer has to pay its share based on the amount of land being developed.

The current V-Line assessment required from the HEDC for Project Organic is $128,431.92. The HEDC has requested that the City recognize a documented prior contribution of $454,162.90 toward the V-Line Drainage Canal and apply a portion of that contribution toward the V-Line assessment for the Project Organic.

HEDC has provided financial records documenting their $454,162.90 contribution, along with historical V-Line construction documents corresponding to the period of expenditure.

Project Organic represents a substantial economic development and infrastructure investment within the V-Line assessment area. In addition to the assessment, the project is anticipated to include more than $15 million in infrastructure improvements, including significant drainage improvements.

Based on the documentation provided, the Planning & Development Department and the Engineering Department recommend approval of applying $128,431.92 of HEDC's prior contribution to satisfy the Project Organic V-Line assessment. The remaining $325,730.98 is requested to be recognized for potential application to future qualifying HEDC-supported projects within the V-Line assessment area, subject to City review and approval.

Funding (if applicable):

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

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

Staff Recommendation:

Staff recommends approval.

City Manager approval: GG

Comments:

City Attorney's approval:

H★RLINGEN
ECONOMIC DEVELOPMENT

September 23, 2026

Ana Hernandez
Planning and Development Director
City of Harlingen
502 E. Tyler Ave.
Harlingen, TX 78550

Beverly Ticer Loftus
Chief Operating Officer
Development Corporation of Harlingen, Inc.
2424 Boxwood St., Ste. 125
Harlingen, TX 78550

Subject: Request for V-Line Assessment Credit

Dear Mrs. Hernandez,

On behalf of Development Corporation of Harlingen, Inc. (HEDC), we respectfully request that the City of Harlingen recognize a prior HEDC contribution of $454,162.90 toward the V-Line Drainage Canal as a credit against and in satisfaction of the V-Line assessment applicable to the entire Project Organic area identified in the enclosed map.

Section 109-190 of the City of Harlingen Code of Ordinances establishes the V-Line ditch as a special drainage area and provides for recovery of the costs of drainage improvements through the pro rata participation of properties benefiting from the system.

As part of our review of the historical V-Line improvements, we located financial records documenting that HEDC expended $454,162.90 for the V-Line Drainage Canal. The records show $446,012.90 paid to Cameron County Drainage District No. 3 and $8,150 paid to Brown, Leal & Associates, with the expenditure specifically identified as "V-Line Drainage Canal."

We have also enclosed construction documents provided by the City of Harlingen Engineering Department documenting the V-Line Ditch Improvements associated with Cameron County Drainage District No. 3. These plans are dated approximately October 1999, which corresponds with the period in which the HEDC funding occurred and provides additional historical context for the contribution.

HARLINGEN
ECONOMIC DEVELOPMENT

The current V-Line assessment calculated for the Project Organic properties is $128,431.92. Project Organic encompasses the area identified in the enclosed map, including property along Ed Carey Drive, Camelot Drive, and Hale Street.

The project also represents a significant additional investment in public infrastructure, with more than $15 million in planned infrastructure improvements, including significant investment dedicated directly to drainage improvements necessary to support development and address floodplain conditions within the project area.

Based on the documented HEDC contribution and the historical V-Line construction documents, we respectfully request that the City recognize the $454,162.90 contribution toward the $128,431.92 V-Line assessment for the entire Project Organic area.

Furthermore, HEDC respectfully requests that, following application of the Project Organic assessment, the remaining $325,730.98 be recognized and reserved as an HEDC V-Line drainage credit for future qualifying projects. For purposes of applying the credit to a future project, HEDC proposes that a qualifying project be one for which HEDC has entered into a written agreement or other formal documentation with the property owner or developer establishing HEDC's participation in or support of the project. The credit would be available only for V-Line assessments associated with properties within the City's designated V-Line assessment area and projects for which HEDC has documented participation or provided economic development support. The credit would remain the property of HEDC and would not be assigned, transferred, or conveyed to any private property owner or developer.

We understand that establishing and applying a future credit may require additional City review or formal approval. Accordingly, if additional action or consideration is necessary to establish the future-credit mechanism, we respectfully request that this portion of the request be considered separately and brought back to the City Commission for further consideration, while allowing the City Commission to act on the Project Organic assessment request at this time.

For reference and consideration, we have enclosed the following supporting documentation:

1. HEDC Financial Records documenting the $454,162.90 V-Line Drainage Canal expenditure
2. Project Organic Area Map
3. V-Line Ditch Improvement Construction Documents provided by the City of Harlingen Engineering Department

H★RLINGEN
ECONOMIC DEVELOPMENT

We appreciate the City's consideration of this request and look forward to working with the City to resolve the V-Line assessment and continue moving Project Organic forward.

Sincerely,

Beverly Ticer Loftus

Beverly Ticer Loftus
Chief Operating Officer
Harlingen EDC

Cc:
Orlando Campos, CEO
Roberto Hernandez, City Engineer
Alan Ozuna, HEDC Attorney

Account Balance Inq

191-8505-441.63-05

Collapse All

Account information

Direct Business Incentive / V-Line Drainage Canal

Fiscal year: 2000	Dr
Budget:	435,000.00
Committed:	454,162.90
Balance:	19,162.90-

Project Data

Project Entry Optional

Account Balance by Period

Period/Month	Actuals	Cumulative Totals
01 October	.00	.00
02 November	6,050.00	6,050.00
03 December	.00	6,050.00
04 January	.00	6,050.00
05 February	.00	6,050.00
06 March	.00	6,050.00
07 April	.00	6,050.00
08 May	.00	6,050.00
09 June	446,012.90	452,062.90
10 July	2,100.00	454,162.90
11 August	.00	454,162.90
12 September	.00	454,162.90

Payment information

Vendor	(* indicates pending)	Total
CAMERON COUNTY DRAINAGE DIST#3		446,012.90
BROWN, LEAL & ASSOCIATES		8,150.00

Encumbrances

PO #	Vendor	Balance

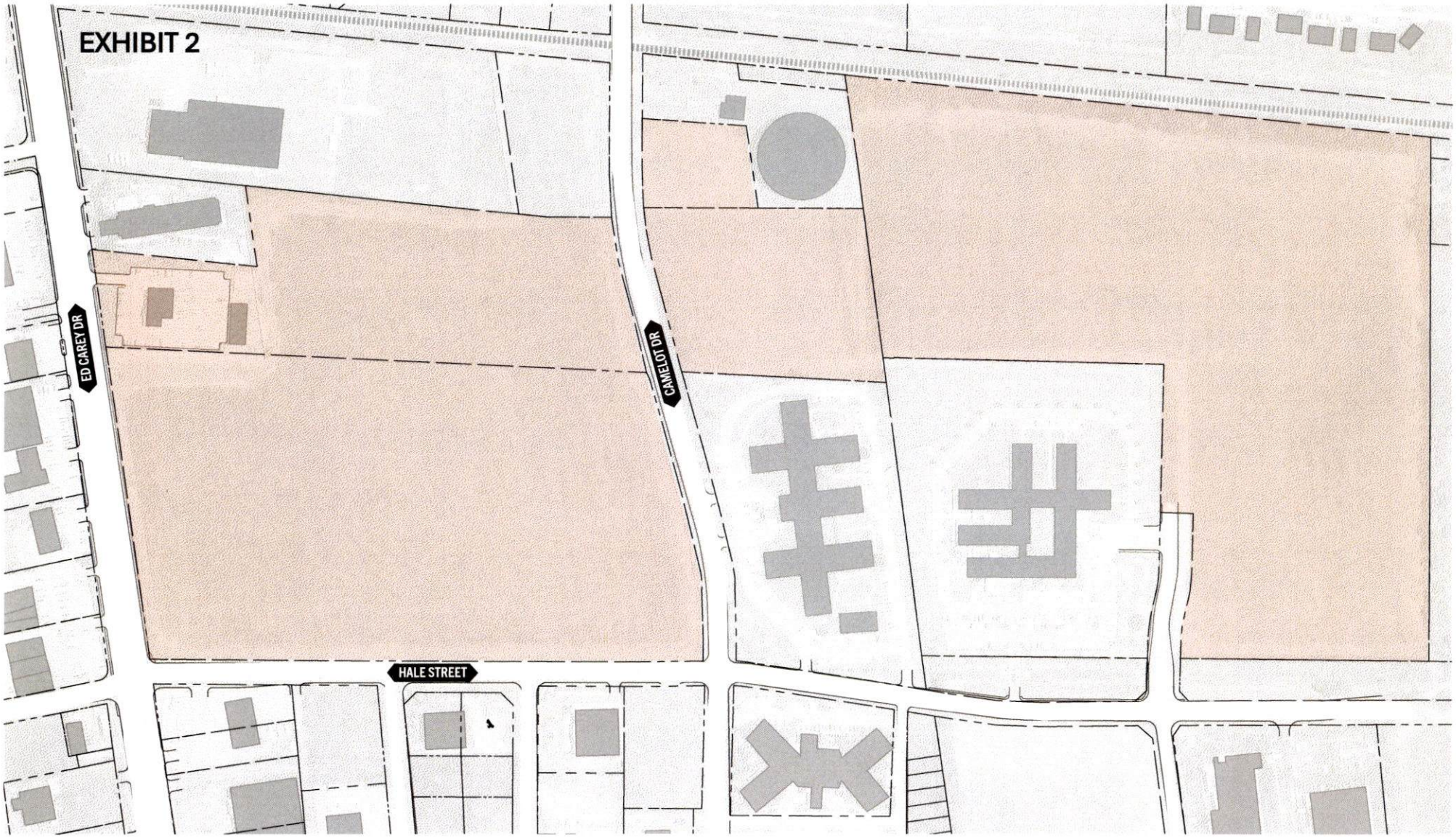
Pre Encumbrances

Type	Req/PO	Project	Balance

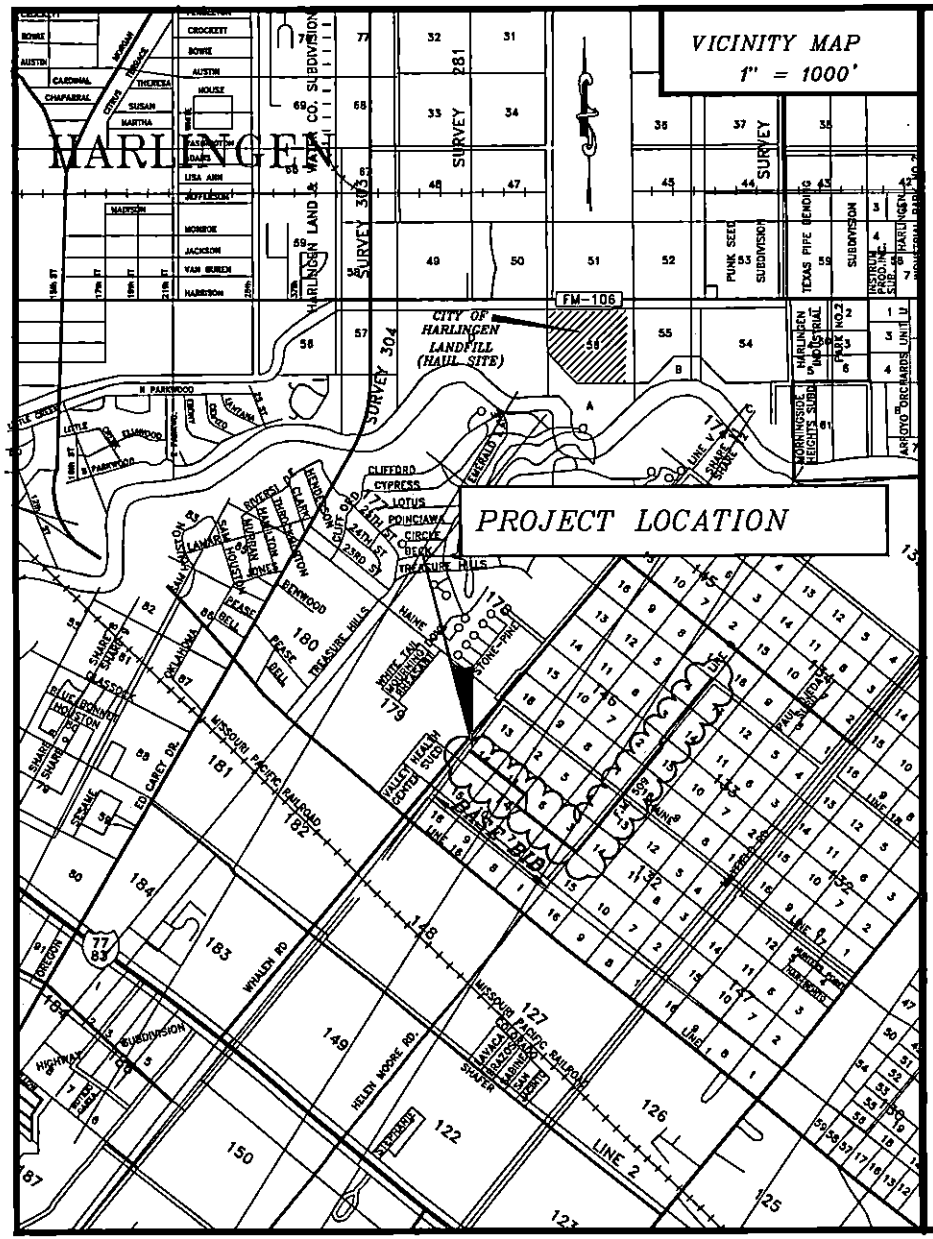
Segment/Balance Details

Fund	191	Development Corp-4A HECD
Department	85	Development Corporation
Division	05	Business Incentive Other
Activity basic	44	Economic Development
Sub activity	1	Operations
Element	63	Direct Business Incentive
Object	05	V-Line Drainage Canal

Original Budget	435,000.00
Revised Budget	435,000.00
Current expenditures	.00
YTD expenditures	454,162.90
Unposted expenditures	.00
Encumbrances	.00
Unposted encumbrances	.00
Pre-encumbrances	.00



Project Organic Area Map



CAMERON COUNTY
DRAINAGE DISTRICT NO. 3

CONSTRUCTION PLANS
V-LINE DITCH
IMPROVEMENTS

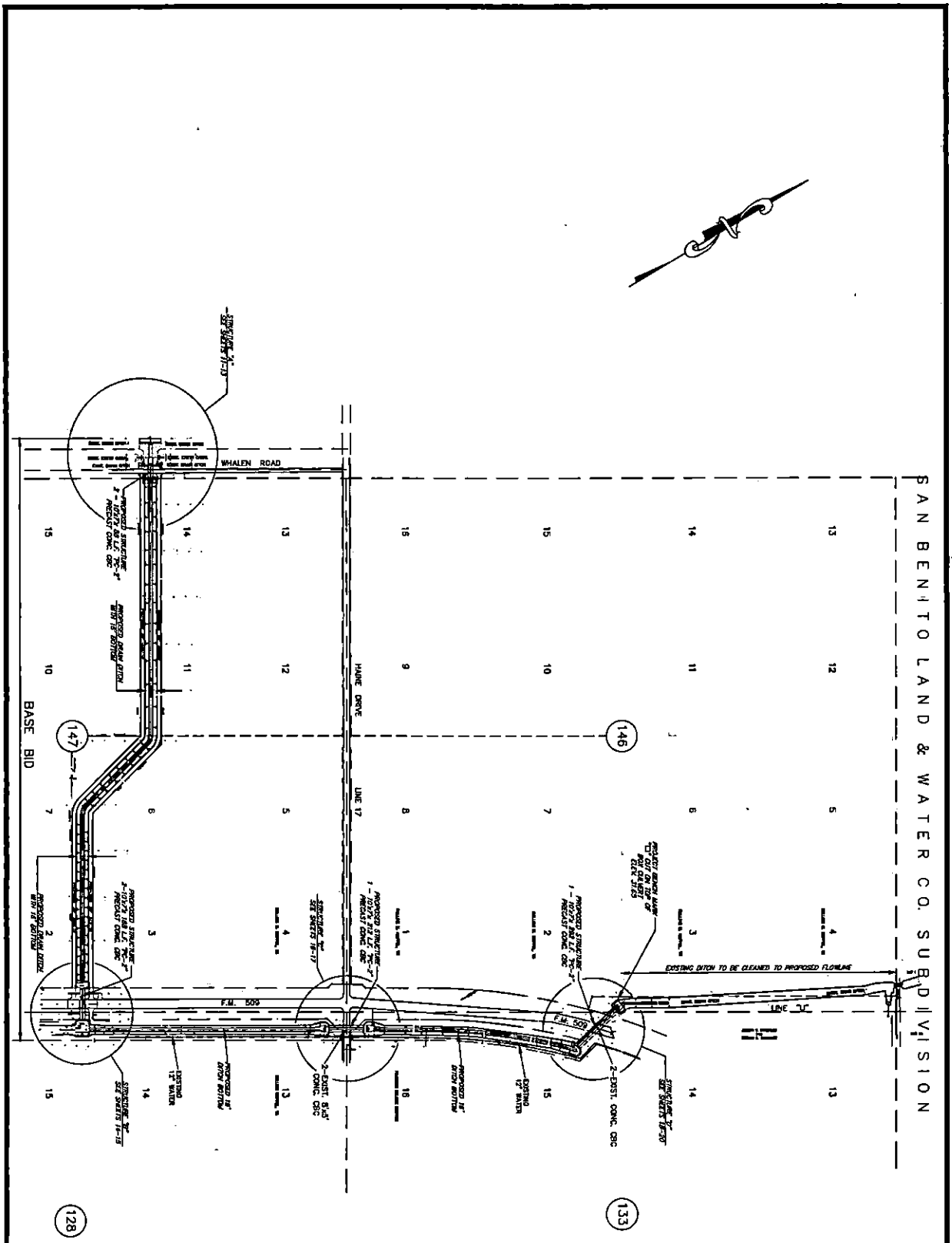
OCTOBER, 1999

INDEX

SHEET NO.	TITLE
1	COVER SHEET, INDEX AND LOCATION MAP
2	CONSTRUCTION LAYOUT
3	EXISTING CONDITIONS
	CONSTRUCTION DETAILS
4-10	PLAN AND PROFILE
11-13	STRUCTURE "A"
14-15	STRUCTURE "B"
16-17	STRUCTURE "C"
18-20	STRUCTURE "D"
	DETAIL SHEETS
21	PIPE SUPPORT DETAILS
22	SEEPWALL & RIP-RAP DETAILS
23	TYPICAL CBC & DITCH SECTIONS
24	"PC-2" PRECAST CONC. BOX CULVERTS
25	METAL BEAM GUARD FENCE DETAIL
26	SAFETY END TREATMENT DETAIL
27	TRAFFIC CONTROL PLANS

PREPARED BY: _____

MARTIN, BROWN & PEREZ
Engineering — Surveying
231 E. Flores P.O. Box 1308 Harlingen, Tx. 78551 (956) 428-4014 Fax 412-1837



V-LINE DITCH IMPROVEMENTS

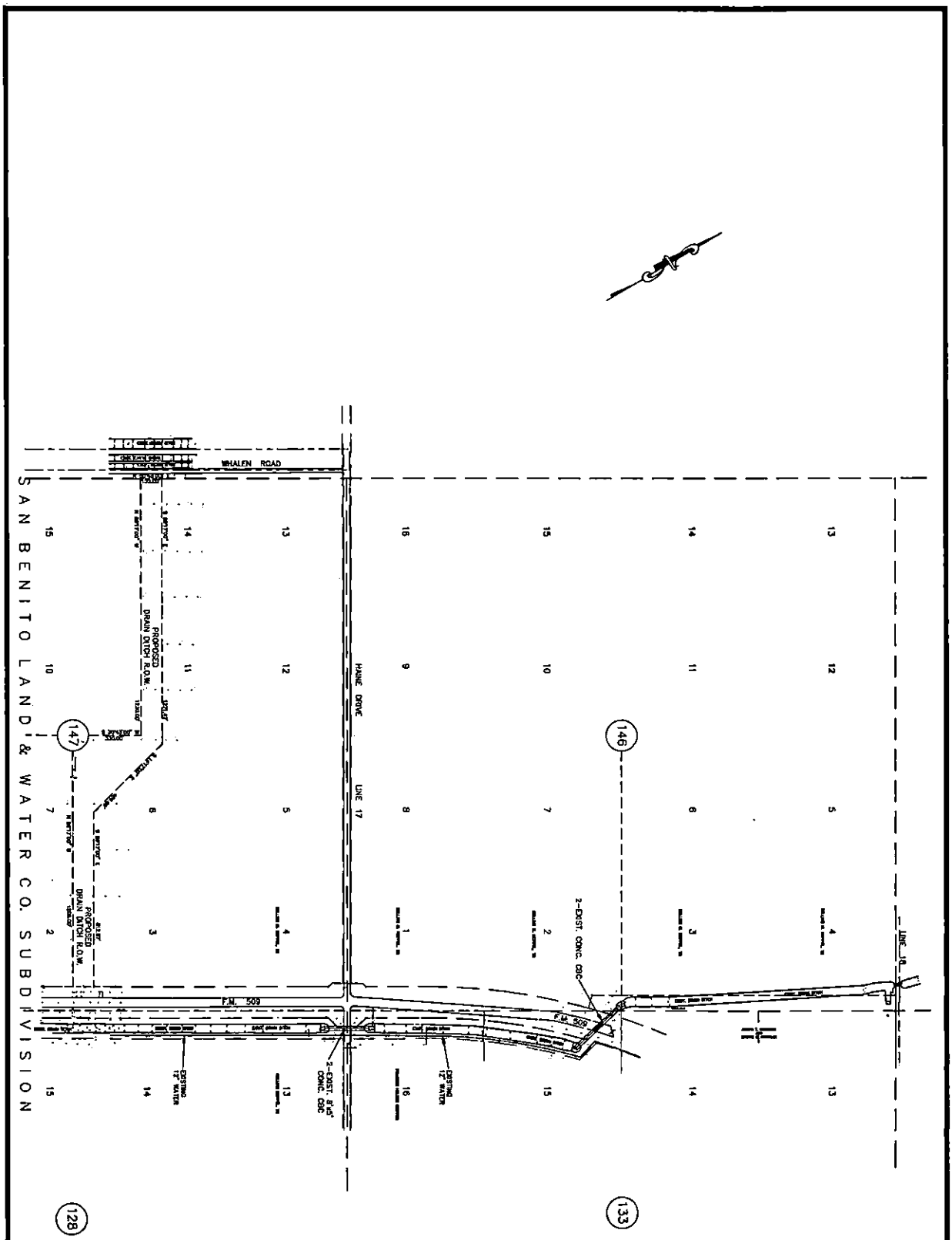
C.C.D.D. NO. 3

CONSTRUCTION LAYOUT

REVISIONS 1 2 3 4 5

SCALE 1"=200'
DATE JAN. 1998
SHEET 2 OF 12
CAD CONST.
DRAWING NO.

MARTIN, BROWN & PEREZ
Engineering – Surveying
321 E. Filmore P.O. Box 1308 Harlingen, Tx. 78551 (956) 425-4014 Fax 412-1837



V-LINE DITCH IMPROVEMENTS

C.C.D.D. NO. 3

EXISTING CONDITIONS

REVISIONS 1 2 3 4 5

SCALE 1"=200'
DATE OCT. 1998
SHEET 27 OF
CAD DWG:
DRAWING NO.

MARTIN, BROWN & PEREZ
Engineering – Surveying
221 E. Filmore P.O. Box 1308 Harlingen, Tx. 78551 (956) 425-4014 Fax 412-1837

10m

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **October 7, 2026**

Agenda Item:

Consideration and possible action to approve a resolution authorizing the acceptance of a grant from the Office of the Governor for the Fiscal Year 2027 Operation Lone Star Grant Program. Attachment ***(Special Projects Department)***

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

Brief Summary:

The Harlingen Police Department will use Operation Lone Star funding for personnel overtime (and fringe benefits) to conduct investigations into organized criminal activity, purchase three FLIR thermal monoculars (night-vision) to aid in low-light to no-light scenarios, and renew the digital forensics Cellebrite software that aids in criminal investigations. There are no matching funds required.

Breakdown of Funding:

Personnel Overtime: $84,984.00
3 x FLIR Thermal Monoculars: $6,895.32
Cellebrite Software: $67,892.00

Total Award: $159,771.32

The grant cycle is 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 approval.

City Manager approval:

Comments:

City Attorney's approval:

RESOLUTION NO. 2026 - ___

A RESOLUTION OF THE HARLINGEN CITY COMMISSION AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM THE OFFICE OF THE GOVERNOR REGARDING FY 2027 OPERATION LONE STAR GRANT PROGRAM

WHEREAS, the FY 2027 Operation Lone Star Grant 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;

WHEREAS, the Harlingen City Commission finds it in the best interest of the residents of Harlingen, Texas, to accept a grant award of $159,771.32 to fund personnel overtime and equipment for the Harlingen Police Department;

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 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 accepts the grant award of $159,771.32 from the Office of the Governor for the FY 27 Operation Lone Star Grant Program.

CONSIDERED AND ADOPTED this **7th of October 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

_____

Norma Sepulveda, Mayor

_____

Mayra Herrera, City Secretary

10n

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **October 7, 2026**

Agenda Item:

Consideration and possible action to approve a resolution adopting the Harlingen Community Improvement Board's Fiscal Year 2026-2027 Budget and recommending the budget to the City Commission for consideration and approval.

Prepared By (Print Name): Robert Rodriguez
Title: Finance Director
Signature:

Brief Summary:

Exhibit "A" displays total revenues, expenditures, and estimated fund balance for fiscal year 2027. The proposed budget outlines the Board's anticipated revenues and expenditures for the upcoming fiscal year in accordance with its adopted financial policies and statutory requirements.

Total Revenues – $2,545,000
Total Expenditures – $6,365,023

(See attached budget for detail)

Funding (if applicable):

Are funds specifically designated in the current budget for the full amount for this purpose? Consideration and approval of budget. [X] Yes [ ] No*
*If no, specify source of funding and amount requested:

Finance Director's approval: [X] 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

192 Harlingen Community Improvement Board (4B) Fund

Departmental Budget Projections and Requests

Fiscal Year 2027

Exhibit A

Estimated Beginning Fund Balance	$ 9,804,800
Projected Revenues	2,545,000
Requested Expenditures	6,365,023
Revenues Over(Under) Expenditures	(3,820,023)
Estimated Ending Fund Balance	$ 5,984,777

Revenues		Expenditures	
Taxes - Sales	$ 2,365,000	**Administration:**	
Interest - Investments	180,000	Project - Miscellaneous, unallocated	$ 500,000
		Committed Funds:	
		Debt Service - Convention Center	604,907
		Projects:	
		Destination Park, Phase II, Trails and other	1,104,085
		Tony Butler Golf Course	26,086
		Phase VI ACHB Trail	469,530
		Harlingen North-South Trail Link	64,500
		Harlingen Tree Planting Initiative	20,000
		Harlingen Recreation Center	1,125,000
		Victor Park	391,245
		Stuart Place Park Improvements	462,000
		Lon C. Hill Splash Pad Improvements	249,960
		Various Park Improvements	338,710
		Various Recreation Department Improvements	19,000
		Historic Preservation - Casa del Sol	500,000
		Animal Shelter - Spay & Neuter Services, Harlingen Residents	200,000
		Park Improvements - Equipment Stuart Place & Vestal	290,000
Total Adopted Revenues	$ 2,545,000	Total Adopted Expenditures	$ 6,365,023

Revenues Over(Under) Expenditures $ (3,820,023)

RESOLUTION NO. 2026-_____

STATE OF TEXAS

COUNTY OF CAMERON

WHEREAS, the Harlingen Community Improvement Board has submitted its proposed budget for fiscal year October 1, 2026 through September 30, 2027; and

WHEREAS, the Elective Commission of the City of Harlingen, Texas has reviewed the budget submitted by the Harlingen Community Improvement Board for its 2026-2027 fiscal year; and

WHEREAS, the budget for the Harlingen Community Improvement Board as submitted shows total projected revenues of Two Million, Five Hundred Forty-Five Thousand Dollars ($2,545,000) and total authorized expenditures of Six Million, Three Hundred Sixty-Five Thousand, Twenty-Three Dollars ($6,365,023) as shown on the attached Exhibit A, now, therefore,

BE IT RESOLVED BY THE CITY OF HARLINGEN:

That the budget of the Harlingen Community Improvement Board as recited herein above for the fiscal year commencing October 1, 2026 and ending September 30, 2027, showing total projected revenues of Two Million, Five Hundred Forty-Five Thousand Dollars ($2,545,000) and total authorized expenditures of Six Million, Three Hundred Sixty-Five Thousand, Twenty-Three Dollars ($6,365,023) is hereby adopted and approved.

CONSIDERED AND ADOPTED THIS _____, 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, as amended.

CITY OF HARLINGEN

_____

Norma Sepulveda, Mayor

Attest:

Mayra Herrera, City Secretary

10(a)

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **October 7, 2026**

Agenda Item:
Consideration and possible action to authorize the Tony Butler Director to execute a lease agreement with Yamaha Carts for 15 golf carts beginning in the 2026-2027 fiscal year to be used at the Tony Butler Golf Course beginning Fiscal Year 2026-2027. Attachment (Jeff Hart)

Prepared By : Jeff Hart
Title: Director of Golf

Signature: JeffHart

Brief Summary:
A lease for 15 Yamaha Carts for 48 months at $96.90 per cart a month. The monthly lease would be $1,453.50. We currently run out of carts on busy days. The cost per cart is equivalent to renting the cart to two-some 3.5 times a month so the monthly revenue generated would be much larger than the cost of the lease. We are currently leasing 74 carts so this addition would bring our cart fleet up to 89 carts.

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:
Tony Butler Golf Course Staff and Advisory Board have unanimously agreed that carts should be replaced every 4 years. The current carts are going into their 6th year of service..

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

Comments:

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

YAMAHA

Golf Car

Proposal Details and Acceptance

Golf Car Pricing :

Unit	Qty.	Term	Car/Month	Lease/Month	Roll-Out
EFI Fleet Cars	15	48 Months	$96.90	$1,453.50	42 Months

- Early Roll Option:

  Upon entering into the last year of the lease with Yamaha Commercial Customer Finance, if all terms and conditions of the lease have been satisfactorily met, Yamaha Golf-Car Company will grant customer the option of rolling into a new fleet of Yamaha golf cars. The new agreement must be with Yamaha Commercial Customer Finance and will be subject to their credit approval process. The new payment will be based upon current fleet condition, product pricing, and interest rates at that time.

The preceding quotation does not include any applicable taxes or insurance and is subject to the final approval of Yamaha Commercial Customer Finance and Yamaha Golf-Car Company; additional documentation to follow. **All prices listed above are subject to change without notice.**

This quotation is valid for seven (7) days and is subject to change beyond that date. Furthermore, this proposal constitutes the entire understanding and agreement amongst the parties, whether oral or in writing. Neither party has made any further representations or promises to the other with respect to the subject matter of this agreement, except as set forth in this agreement. This agreement supersedes any previous agreements made between parties and is confidential in nature.

If this proposal is acceptable under the above terms, please sign and date below:

Accepted by: _____ Date: _____ Accepted by: John T Carney Date: 9/16/2026

Tony Butler Golf Course — Yamaha District Sales Manager

Accepted by: _____ Date: 9/16/2026

Yamaha Regional Manager

10(p)

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **October 7, 2026**

Agenda Item:

Consider and take action to approve a Facility Usage Agreement between the City of Harlingen and So-Tex Women's Athletics.

Prepared By: Juan Mendiola III
Title: Director of Parks and Recreation
Signature:

Summary:

Summary

Consider and take action to approve a Facility Usage Agreement between the City of Harlingen and So-Tex Women's Athletics for use of Football Field #1 at Victor Park on Sundays during the League's approved chartered season, and authorize the City Manager to execute the agreement.

All required documents from the So-Tex Women's Athletics are on file with the City Parks and Recreation office including their current list of board members, the league by-laws, a copy of their 501c3 certification status, and Certificate of Insurance.

The Park and Recreation Advisory Board met on September 22, 2026, and voted to recommend approving the agreement with standard conditions for an additional year.

Staff is recommending approval of this agreement as presented.

Staff Recommendation:

Staff recommends approval of the contract as presented and authorize the City Manager to execute the agreement.

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

Comments:

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

STATE OF TEXAS §

§

CITY OF HARLINGEN §

FACILITY USAGE AGREEMENT FOR
SO-TEX WOMEN'S ATHLETICS

I. This Facility Usage Agreement is hereby entered into this 7th day of October, 2026. between the CITY OF HARLINGEN, a Municipal Corporation situated in Cameron County, Texas, and acting herein by and through its duly authorized City Manager hereinafter designated as CITY, and SO-TEX WOMEN'S ATHLETICS, hereinafter designated as the LEAGUE.

II. **License:** The CITY hereby grants a revocable non-exclusive license to the LEAGUE for athletic play during the term of this Agreement as follows:

a.) Location: Victor Park football field #1.

b.) Days: Sundays only during the LEAGUE's official Chartered Season, on the days shown in the schedule filed with and approved by the Parks and Recreation Director.

c.) Hours: Only during the scheduled hours for Chartered Season games and practices shown in the schedule filed with and approved by the Parks and Recreation Director.

The License is solely for fields/facilities specifically identified in this License. All green space at city parks are open and available to the public on a first-come, first-served basis. For purposes of this Agreement, "Chartered Season" means the official season established and sanctioned for the LEAGUE by its national governing body and confirmed by written

documentation filed with the CITY, including the LEAGUE's current charter and that season's official start and end dates. The license granted under this Agreement applies only during the dates confirmed in that documentation and does not authorize the LEAGUE's activities generally.

For purposes of this Agreement, the LEAGUE shall designate one (1) national governing or sanctioning body for each sport covered by this Agreement. Only the charter and official season dates issued by that designated governing or sanctioning body shall be recognized by the CITY in determining the LEAGUE's Chartered Season. Affiliation with, membership in, or obtaining a charter or sanction from any additional governing or sanctioning body shall not establish an additional Chartered Season or extend the dates of facility use authorized under this Agreement. Any additional seasonal use outside the recognized Chartered Season shall require written approval by the Parks and Recreation Director pursuant to Section IV.P.

III. Term: The Fall term of the Agreement will commence on the 8th day of October, 2026 and will terminate on the 30th day of November, 2026. The Spring term of the Agreement will commence on the 1st day of March, 2027 and will terminate on the 30th day of June, 2027. This Agreement may not be extended and will require a new license from the City of Harlingen.

IV. Consideration: In consideration of the mutual covenants and agreements contained herein, including but not limited to the CITY's grant of a revocable non-exclusive license to use public facilities, and LEAGUE's agreement to comply with all terms, conditions, restrictions, indemnities, and waivers set forth in this Agreement, the parties agree the following constitute fair and reasonable consideration;

a) LEAGUE shall pay to CITY the sum of One Dollar ($1.00). Said sum shall be payable to the CITY at the office of the Parks and Recreation Director of said CITY at 502 E. Tyler, Harlingen, Texas, 78550, (956) 216-5952 at the time of execution of this Agreement.

b.) LEAGUE shall comply with all operational, maintenance, insurance, and indemnity obligations;

c.) LEAGUE shall assume all risks associated with use of the facilities; and LEAGUE express waivers and releases set forth in this Agreement.

d.) LEAGUE acknowledges and agrees that its execution of this Agreement, including its agreement to the termination provisions, limitation of liability, waiver of claims, and release of CITY, constitutes a material and bargained-for component of the consideration supporting this Agreement.

V. Conditions: This license is expressly subject to the following terms and conditions:

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

B. The basic use of said facility by the LEAGUE shall be for the purpose of promoting, training and playing women's flag and tackle football and the operation of the concessions incidental to such activities.

C. LEAGUE will not use the facility for any activities other than the basic use described above and scheduled Chartered Season activities without prior consent of the Parks and Recreation Director. Excluded uses include: (a) any independently organized, in-house, travel, select, or all-star league or tournament that is not part of the sanctioned Chartered Season; (b) practices, tryouts, or workouts held outside the filed Chartered Season dates; and (c) any other non-chartered activity. Any excluded use requires a separate written facility rental agreement with the CITY at the CITY's then-current standard rental rates and is not covered by this Agreement. Use of the facility for an excluded purpose without a separate written facility rental agreement constitutes a material breach of this Agreement.

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

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

1. Alcoholic beverages in all Municipal Parks are prohibited.
2. Sale of any items in glass containers is prohibited.

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

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

H. CITY shall have the right to make the facility available, subject to the approved LEAGUE schedule (inclusive of any rainout or other rescheduled dates), to any CITY, school, civic group, or association which desires the use of said facility for any event or program for CITY, non-profit, and/or charitable purposes; provided that any such use shall not conflict with a previously scheduled game or other permitted event or program. Use of a facility for the above-mentioned uses shall be subject to CITY policies regarding such activities and to prior approval by Parks and Recreation Director.

I. LEAGUE shall take the licensed premises as is and with all faults.

J. CITY shall have the right to take over/use any of these facilities in the event of public necessity, declared emergency, or other public need.

K. The LEAGUE shall bear all costs incidental to operation of said the LEAGUE hereunder except as noted below:

1. CITY shall maintain grass facility areas by providing watering, fertilizing, and mowing. Said services shall be provided only on normal work days and during normal work hours. The CITY shall square, and mark fields at the beginning of the season and the LEAGUE shall drag and/or mark fields from that point forward. The Exceptions to the provisions in this paragraph "1." shall be for the LEAGUE sponsored regional and/or national tournaments as deemed appropriate by the Parks and Recreation Director. Said tournaments shall be of a nature that has both an economic and tourism impact on the City.

2. Where installed, CITY agrees to provide utilities (except as noted in #3 below); maintain goals, lights, fence and bleachers.
3. If applicable, the LEAGUE shall maintain, at the LEAGUE expense, any scoreboard, if present, its attendant cables, controls, etc. and the LEAGUE shall own and maintain, at its expense, any public address system used.
4. The LEAGUE shall provide at own expense (when applicable), umpires, officials, scoreboard operators.
5. The LEAGUE is responsible for picking-up any and all trash generated or created by any aspect of the LEAGUE operation and use of CITY facilities, including, but not limited to, attendance at LEAGUE events and concession sales.
6. If applicable, the LEAGUE is responsible for cleaning and minor plumbing issues (i.e. clogs in sinks, urinals, or toilets) at facility restrooms and concessions including before, during and after league games, tournaments and any other club associated events, except restrooms not under the exclusive control of the league. The LEAGUE shall provide restroom cleaning supplies paper products, and hand soap for dispensers.
7. In the event of storms, hurricanes, high winds, or any other act of God, the LEAGUE is responsible for the removal of all their signage and sponsor boards from fences at their designated areas of play or operation.
8. The LEAGUE shall submit yearly composition of board to include one Parent/Participant representative. (City representative will be allowed to attend.)
9. The LEAGUE shall conduct 2 in season board meetings open to the public/participants/parents.
10. The LEAGUE is recommended to submit a bid to their affiliated association for (1) regional tournament per calendar year.

L. Lights used during practice must be turned off no later than 10:00 p.m. Failure to comply with this provision of the Agreement will result in either the LEAGUE

being charged for electrical use for the month in which the infraction occurred or forfeiture of the Agreement and the Leagues ability to use the Facilities. These conditions do not pertain to tournament play. Tournament play dates must be provided to the Parks and Recreation Director at least two weeks before the tournament is scheduled to commence. Use of lights is only for in-season games/practices/tournaments. Any other usage must be requested prior and approved by the Parks and Recreation Director.

M. If entry fees (gate) are to be charged to those attending league events at the Facility, they may only include tournaments and game play, and such fees shall not exceed the following amounts:

1. Participants in that day's tournament or game play (players, cheerleaders, etc) shall not be charged fee;
2. Persons eleven (11) years of age and younger shall be charged no more than one dollar ($1.00) per day;
3. Persons twelve (12) years of age and older shall be charged no more than two dollars ($2.00) per day.

N. Reservation of City Authority and Licensee Obligations

1. The Parks and Recreation Director may override or modify the LEAGUE's schedule to allow public access, City programs, or other uses in the community's best interest. All facilities are owned by the CITY. The CITY retains ultimate authority over access and use at all times.
2. Use is limited to Chartered Season activities and approved concessions unless otherwise authorized through a separate written facility rental agreement with the CITY.
3. The LEAGUE shall not interfere with citizen access to open areas or other portions of the facility not assigned for scheduled league play or practice.
4. The LEAGUE is responsible for the behavior of officers, members, coaches, players, volunteers, spectators, and guests. Any misconduct, unlawful behavior, or negative impact on the CITY is a breach of this Agreement.

O. Communication With City Employees; Outside Employment. The LEAGUE, its officers, coaches, volunteers, representatives, and members shall not direct, supervise, assign work to, or otherwise exercise authority over CITY employees. During CITY employees' scheduled work hours, all requests for maintenance, field preparation, facility access, repairs, scheduling, or other CITY services shall be directed through the Parks and Recreation Director or his/her designee. Nothing in this Agreement prohibits a CITY employee from separately working for, volunteering with, or providing services to the LEAGUE outside of the employee's scheduled CITY work hours, provided such activity complies with all applicable CITY personnel policies, outside-employment requirements, conflict-of-interest requirements, and supervisory approvals. Any such activity shall be performed solely in the employees' private capacity and shall not constitute work performed on behalf of the CITY.

P. Additional Seasonal Use. Notwithstanding the foregoing, the Parks and Recreation Director may, in his/her discretion, authorize the LEAGUE to conduct one additional seasonal period outside of its official Chartered Season. Any such authorization must be in writing and shall specify the approved dates, facilities, days, and hours of use. Additional seasonal use shall be subject to facility availability, field conditions, scheduled CITY programs and events, maintenance requirements, and all other terms and conditions of this Agreement. Approval of an additional seasonal period shall not create any continuing, exclusive, or vested right to use CITY facilities and may be modified, suspended, or revoked by the Parks and Recreation Director.

VI. No later than ten (10) working days prior to the Start Date of the Agreement, the LEAGUE shall file with the CITY a schedule showing the dates and times that the facility will be used for practices, regularly scheduled games or races, ceremonies, or other activities for the first three months of the year. Schedule updates will be submitted every ninety (90) days thereafter. The

schedule and any updates shall be subject to review as per Section IV.A. of this agreement. Additionally, the LEAGUE shall file with the CITY a roster or list of registrants, including names and home addresses. The LEAGUE shall, as soon as practical, notify CITY of any race or practice rescheduling and dates for major races or practices on said premises. No later than ten (10) working days before each Chartered Season begins, the LEAGUE shall also file written documentation from its national governing body confirming the LEAGUE's current charter and that season's official start and end dates. Facility access under this Agreement is limited to the dates confirmed in the filed documentation and the schedule approved by the Parks and Recreation Director.

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

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

B. Nothing herein shall prevent the CITY from making improvements to a facility at CITY'S expense, if the CITY shall see fit to do so.

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

VIII. The LEAGUE shall carry valid and collectible Commercial General Liability (CGL) insurance, naming the CITY OF HARLINGEN as an additional insured, for not less than Two

Million ($2,000,000.00) Dollars aggregate and One Million ($1,000,000.00) each occurrence for bodily injury or death and Five Hundred Thousand and No/100 ($500,000.00) Dollars each occurrence for property damage. Such insurance policy shall provide that the same cannot be canceled unless thirty (30) days written notice of such cancellation has been given to CITY. If such policy is canceled or expires during the term of this Agreement, the LEAGUE shall forthwith discontinue the use of said facility unless and until a policy in the amounts hereinabove provided is obtained and presented to the Parks and Recreation Director of the City of Harlingen, Texas. A copy of said insurance policy shall be submitted to the Risk Manager of Harlingen for review prior to the execution of this Agreement by CITY.

IX. Indemnification and Defense.

TO THE FULLEST EXTENT PERMITTED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS, INCLUDING WITHOUT LIMITATION TEXAS CIVIL PRACTICE AND REMEDIES CODE § 127.001 ET SEQ. AND APPLICABLE MUNICIPAL LAW, LEAGUE SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CITY, ITS ELECTED OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "CITY INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LOSSES, LIABILITIES, LIENS, JUDGMENTS, PENALTIES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, COURT COSTS, AND EXPERT FEES) OF EVERY KIND AND CHARACTER, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE, INCLUDING CLAIMS FOR BODILY INJURY, PERSONAL INJURY, SICKNESS, DISEASE, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO: (A) THE USE, OCCUPANCY, OR CONDITION OF THE FACILITIES; (B) ANY ACT OR OMISSION OF LEAGUE OR ITS OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS, CONTRACTORS, PARTICIPANTS, OR INVITEES; OR (C) ANY ACTIVITY CONDUCTED BY OR ON BEHALF OF LEAGUE UNDER THIS AGREEMENT. SUCH INDEMNITY SHALL APPLY REGARDLESS OF WHETHER ANY SUCH CLAIM, DAMAGE, LOSS, OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, WHETHER SOLE, CONCURRENT, COMPARATIVE, OR CONTRIBUTORY, STRICT LIABILITY, OR OTHER FAULT OF ANY CITY INDEMNIFIED PARTY; PROVIDED, HOWEVER, THAT NOTHING HEREIN SHALL BE CONSTRUED TO REQUIRE LEAGUE TO INDEMNIFY OR HOLD HARMLESS ANY CITY INDEMNIFIED PARTY FROM LIABILITY ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH CITY INDEMNIFIED PARTY, TO THE EXTENT PROHIBITED BY TEXAS LAW. IT IS THE EXPRESS INTENT OF THE PARTIES THAT THIS INDEMNITY PROVISION COMPLIES WITH THE "EXPRESS

NEGLIGENCE DOCTRINE" AND THE "CONSPICUOUSNESS REQUIREMENT" UNDER TEXAS LAW, AND THAT LEAGUE IS OBLIGATED TO INDEMNIFY THE CITY INDEMNIFIED PARTIES FOR THEIR OWN NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR A CONCURRENT CAUSE OF THE CLAIM OR DAMAGE, SUBJECT ONLY TO THE LIMITATIONS EXPRESSLY SET FORTH HEREIN. LEAGUE SHALL, AT ITS SOLE COST AND EXPENSE, DEFEND ANY CLAIM OR ACTION BROUGHT AGAINST ANY CITY INDEMNIFIED PARTY WITH COUNSEL ACCEPTABLE TO CITY, AND CITY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO PARTICIPATE IN SUCH DEFENSE AT ITS OWN EXPENSE. LEAGUE SHALL NOT SETTLE ANY CLAIM IN A MANNER THAT IMPOSES LIABILITY OR OBLIGATIONS ON ANY CITY INDEMNIFIED PARTY WITHOUT THE PRIOR WRITTEN CONSENT OF CITY. THE OBLIGATIONS OF LEAGUE UNDER THIS SECTION SHALL NOT BE LIMITED BY THE AMOUNT OR TYPE OF INSURANCE REQUIRED UNDER THIS AGREEMENT OR OTHERWISE CARRIED BY LEAGUE, AND SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. HOWEVER, TO THE EXTENT REQUIRED BY APPLICABLE LAW OR EXPRESSLY AGREED ELSEWHERE IN THIS AGREEMENT, LEAGUE'S DUTY TO INDEMNIFY MAY BE LIMITED TO THE COVERAGE AND PROCEEDS AVAILABLE UNDER THE INSURANCE POLICIES REQUIRED TO BE MAINTAINED BY LEAGUE AND APPROVED BY CITY. LEAGUE SHALL MAINTAIN IN FULL FORCE AND EFFECT ALL INSURANCE REQUIRED BY THIS AGREEMENT, AND FAILURE TO MAINTAIN SUCH COVERAGE SHALL CONSTITUTE A MATERIAL BREACH. IN THE EVENT OF ANY LAPSE, CANCELLATION, OR REDUCTION IN COVERAGE, CITY SHALL HAVE THE IMMEDIATE RIGHT TO SUSPEND OR TERMINATE LEAGUE'S USE OF THE FACILITIES UNTIL SATISFACTORY PROOF OF COMPLIANT INSURANCE IS PROVIDED AND APPROVED BY CITY'S RISK MANAGEMENT.

X. Termination

Suspension and Termination

A. Nature of Interest; No Vested Rights.
This Agreement grants only a revocable license to use City facilities and does not convey any leasehold, property interest, or vested right of any kind. League acknowledges that its rights under this Agreement are permissive only and subject at all times to the superior rights of City to control, manage, and use its facilities for public purposes.

B. Summary Suspension.
City may, in its sole and absolute discretion, immediately suspend League's use of all or any portion of the facilities, without prior notice, opportunity to cure, or hearing, upon a good-faith determination that: (i) a condition or conduct exists that poses a threat to public health, safety, or welfare; (ii) a violation of this Agreement or applicable law has occurred or is reasonably likely

to occur; or (iii) a Cause Event (as defined below) has occurred or is reasonably likely to occur. Such suspension shall be effective immediately upon verbal or written notice from City and shall remain in effect until City determines, in its sole discretion, that the condition giving rise to the suspension has been remedied or no longer exists. During any period of suspension, League shall cease all use of the facilities and shall not be entitled to any compensation, credit, or damages of any kind. City's exercise of its rights under this subsection shall not constitute a waiver of any other rights or remedies, including termination.

C. Termination for Cause. City may terminate this Agreement immediately, without prior notice, opportunity to cure, or hearing, upon the occurrence of any one or more of the following events (each, a "Cause Event"):

(a) Any act of violence, threat of violence, illegal activity, or disorderly, disruptive, or dangerous conduct occurring on or about the facilities and attributable to League or any of its officers, directors, members, coaches, players, volunteers, contractors, agents, spectators, invitees, or guests;

(b) Any conduct or omission by League or any of its officers, directors, members, coaches, players, volunteers, contractors, agents, spectators, invitees, or guests that, in the City's sole and absolute discretion, results in or is reasonably likely to result in public disrepute, scandal, embarrassment, or negative publicity to the City;

(c) Repeated interference with or obstruction of public access to City facilities or property outside of scheduled and City-approved League activities, including any attempt to exclude, restrict, or deter members of the public from lawful use of such facilities;

(d) Failure of League to procure, maintain, or provide proof of any insurance coverage required under this Agreement, including any lapse, cancellation, or material reduction in such coverage;

(e) Any material violation of applicable federal, state, or local law, or any rule, policy, or directive of the City governing use of the facilities.

(f) Use of the facility for an excluded or non-chartered purpose without a separate written facility rental agreement approved by the CITY.

Upon the occurrence of a Cause Event, City may immediately terminate this Agreement, and all rights of League to use the facilities shall cease without further action. League shall immediately vacate the facilities and remove all property at its sole cost and expense.

League expressly waives any right to prior notice, opportunity to cure, administrative review, or claim for damages, lost profits, reliance, or compensation of any kind arising from or related to a suspension or termination under this section.

D. Termination Without Cause.
Any termination of this Agreement by City that is not a termination for cause pursuant to this Section III shall be deemed a "Termination Without Cause." City may terminate this Agreement without cause upon thirty (30) days' prior written notice to League.

Upon delivery of such notice, League shall be entitled to continue its authorized use of the facilities during the notice period, subject at all times to the terms and conditions of this Agreement. Upon expiration of the thirty (30) day notice period, this Agreement shall automatically terminate without further action by either party.

Upon termination, League shall immediately cease all use of the facilities, vacate the premises, and remove all personal property at its sole cost and expense. Any property not removed within the time required by City may, at City's option, be removed, stored, or disposed of by City at League's sole risk and expense.

League acknowledges and agrees that a Termination Without Cause shall not give rise to any claim for damages, lost profits, reliance, reimbursement, or compensation of any kind, and League expressly waives any such claims.

E. Cumulative Remedies.
The rights and remedies provided herein are cumulative and in addition to any other rights or remedies available to City at law or in equity.

XI. Notice
Any notice, demand, request, or other communication required or permitted under this Agreement (collectively, "Notice") shall be in writing and shall be deemed properly given if delivered (i) by hand delivery, (ii) by a nationally recognized overnight courier, or (iii) by United States certified mail, return receipt requested, postage prepaid, addressed as follows:

If to City:
City of HARLINGEN
Attn: City Manager

With a copy to:
PARKS DIRECTOR

TO LEAGUE
Kayla Ayala
7317 Hope King Street
Brownsville, TX 78526

Notice shall be deemed effective upon actual delivery if delivered by hand, on the next business day if delivered by overnight courier, or three (3) business days after deposit in the United States mail as provided above. Either party may change its notice address by providing written notice in accordance with this section. Failure to send a copy to the City Attorney shall not invalidate notice to the City but is intended for informational purposes.
Electronic mail (email) shall not constitute effective notice unless expressly acknowledged in writing by the receiving party.

XII. In the event any portion or all of said facility shall be destroyed or damaged by the elements, or other act of God ,or fire , this Agreement shall automatically terminate.

XIII. LEAGUE shall annually furnish to City:

1. A copy of its tax-exempt, non-profit status under Section 501(c) of the United States Internal Revenue Code; and
2. A copy of its Certificate of Incorporation; and
3. A copy of its by-laws; and
4. A list of current Board Members and Officers with email addresses, fax numbers, addresses and phone numbers; and
5. A copy of its annual audited financial statement at the end of the play season; and
6. A copy of its current IRS Form 990; and
7. Minutes of all board meetings; and
8. A copy of background checks of all board members and volunteers. (coaches, scorekeepers, trainers, etc.)

XIV. CONDITION OF PREMISES; DAMAGE; RESTORATION; RISK ALLOCATION

A. Condition of Premises; No Warranty.
The LEAGUE acknowledges that it has inspected the facilities and accepts them in their present condition, "AS IS," without representation or warranty by the CITY, express or implied, as to suitability, fitness, or condition. The CITY makes no warranty that the facilities will remain in any particular condition during the term of this Agreement, and all use is at the LEAGUE's sole risk.

B. Protection of Turf, Infield, Irrigation, and Improvements.
The LEAGUE shall exercise reasonable care to prevent damage to all turf areas, infields, irrigation systems, drainage systems, fencing, lighting, bleachers, dugouts, scoreboards, utilities, and all other improvements located on the premises. The LEAGUE shall not permit overuse of fields under wet conditions, unauthorized vehicle access, staking, drilling, trenching, driving posts, or any ground penetration without prior written approval of the Parks and Recreation Director. The CITY may suspend play or close fields at its sole discretion to prevent damage or allow turf recovery.

C. Responsibility for Damage Beyond Ordinary Wear.
The LEAGUE shall be responsible for and shall promptly reimburse the CITY for the full cost of repair or replacement of any damage to the facilities caused by the LEAGUE, its officers, members, coaches, players, volunteers, vendors, contractors, spectators, or guests, excluding ordinary wear and tear resulting from authorized use. The CITY's determination of whether damage exceeds ordinary wear and tear shall be final unless clearly arbitrary. Any damage arising from use outside the filed Chartered Season dates shall not constitute ordinary wear and tear and shall be fully reimbursable by the LEAGUE, regardless of cause.

D. Restoration Obligation.
Upon termination or expiration of this Agreement, the LEAGUE shall return the facilities to the CITY in substantially the same condition as received, reasonable wear and tear excepted. If restoration is required, the CITY may perform such work and invoice the LEAGUE for all associated costs, including labor, materials, equipment usage, and administrative expenses.

E. No Property Interest; Revocable License.
This Agreement grants only a revocable license to use designated facilities and does not convey any leasehold, possessory, or property interest. The CITY retains exclusive control over the premises at all times. Any improvements, fixtures, or attachments installed by the LEAGUE shall become the property of the CITY unless otherwise expressly agreed in writing.

F. Risk of Loss; No City Liability for Property.
The CITY shall not be responsible for loss, theft, or damage to equipment, inventory, concession supplies, signage, or personal property belonging to the LEAGUE or any third party. All such property is stored and used at the LEAGUE's sole risk.

G. Compliance With Safety and Field Protection Directives.
The LEAGUE shall immediately comply with any directive issued by the Parks and Recreation Director concerning field preservation, safety protocols, weather-related closures, or corrective maintenance practices. Failure to comply shall constitute a material breach of this Agreement.

H. Environmental and Hazardous Materials.
The LEAGUE shall not store, release, or dispose of fuel, chemicals, fertilizers, herbicides, cleaning solvents, or hazardous substances on CITY property without prior written approval. Any contamination caused by the LEAGUE shall be promptly remediated at its sole expense.

I. Field Recovery Periods.
The CITY reserves the right to impose rest periods, limit tournament scheduling, cap game counts, or restrict consecutive usage days in order to protect turf integrity and irrigation systems. Such determinations shall be within the CITY's sole discretion and shall not constitute a breach of this Agreement.

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

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

Agreed and approved by the undersigned partied on the 7th day of October, 2026 in Harlingen, Cameron County, Texas.

CITY OF HARLINGEN

BY: _____
Gabriel Gonzalez, CPM, City Manager

SO-TEX WOMEN'S ATHLETICS

BY: _____
LEAGUE REPRESENTATIVE

109

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **October 7, 2026**

Agenda Item:

Consider and take action to approve a Facility Usage Agreement between the City of Harlingen and Harlingen Ravens Youth Sports.

Prepared By: Juan Mendiola III
Title: Director of Parks and Recreation
Signature:

Summary:

Summary

Consider and take action to approve a Facility Usage Agreement between the City of Harlingen and Harlingen Ravens Youth Sports for use of Field #2 at the Wilson Sports Complex, Monday through Thursday during the League's approved chartered season, and authorize the City Manager to execute the agreement.

All required documents from the Harlingen Ravens Youth Sports are on file with the City Parks and Recreation office including their current list of board members, the league by-laws, a copy of their 501c3 certification status, and Certificate of Insurance.

The Park and Recreation Advisory Board met on September 22, 2026, and voted to recommend approving the agreement with standard conditions for an additional year.

Staff is recommending approval of this agreement as presented.

Staff Recommendation:

Staff recommends approval of the contract as presented and authorize the City Manager to execute the agreement.

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

Comments:

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

STATE OF TEXAS §

§

CITY OF HARLINGEN §

FACILITY USAGE AGREEMENT FOR
HARLINGEN RAVENS YOUTH SPORTS

I. This Facility Usage Agreement is hereby entered into this __7th__ day of October, 2026. between the CITY OF HARLINGEN, a Municipal Corporation situated in Cameron County, Texas, and acting herein by and through its duly authorized City Manager hereinafter designated as CITY, and _HARLINGEN RAVENS YOUTH SPORTS, hereinafter designated as the LEAGUE.

II. **License:** The CITY hereby grants a revocable non-exclusive license to the LEAGUE for athletic play during the term of this Agreement as follows:

a.) Location: Wilson Sports Complex. Field #2.

b.) Days: Mondays-Thursdays only during the LEAGUE's official Chartered Season, on the days shown in the schedule filed with and approved by the Parks and Recreation Director.

c.) Hours: Only during the scheduled hours for Chartered Season games and practices shown in the schedule filed with and approved by the Parks and Recreation Director.

The License is solely for fields/facilities specifically identified in this License. All green space at city parks are open and available to the public on a first-come, first-served basis. For purposes of this Agreement, "Chartered Season" means the official season established and sanctioned for the LEAGUE by its national governing body and confirmed by written

documentation filed with the CITY, including the LEAGUE's current charter and that season's official start and end dates. The license granted under this Agreement applies only during the dates confirmed in that documentation and does not authorize the LEAGUE's activities generally.

For purposes of this Agreement, the LEAGUE shall designate one (1) national governing or sanctioning body for each sport covered by this Agreement. Only the charter and official season dates issued by that designated governing or sanctioning body shall be recognized by the CITY in determining the LEAGUE's Chartered Season. Affiliation with, membership in, or obtaining a charter or sanction from any additional governing or sanctioning body shall not establish an additional Chartered Season or extend the dates of facility use authorized under this Agreement. Any additional seasonal use outside the recognized Chartered Season shall require written approval by the Parks and Recreation Director pursuant to Section IV.P.

III. Term: The Fall term of the Agreement will commence on the 8th day of October, 2026 and will terminate on the 30th day of November, 2026. The Spring term of the Agreement will commence on the 1st day of March, 2027 and will terminate on the 30th day of June, 2027. This Agreement may not be extended and will require a new license from the City of Harlingen.

IV. Consideration: In consideration of the mutual covenants and agreements contained herein, including but not limited to the CITY's grant of a revocable non-exclusive license to use public facilities, and LEAGUE's agreement to comply with all terms, conditions, restrictions, indemnities, and waivers set forth in this Agreement, the parties agree the following constitute fair and reasonable consideration;

a) LEAGUE shall pay to CITY the sum of One Dollar ($1.00). Said sum shall be payable to the CITY at the office of the Parks and Recreation Director of said CITY at 502 E. Tyler, Harlingen, Texas, 78550, (956) 216-5952 at the time of execution of this Agreement.

b.) LEAGUE shall comply with all operational, maintenance, insurance, and indemnity obligations;

c.) LEAGUE shall assume all risks associated with use of the facilities; and LEAGUE express waivers and releases set forth in this Agreement.

d.) LEAGUE acknowledges and agrees that its execution of this Agreement, including its agreement to the termination provisions, limitation of liability, waiver of claims, and release of CITY, constitutes a material and bargained-for component of the consideration supporting this Agreement.

V. Conditions: This license is expressly subject to the following terms and conditions:

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

B. The basic use of said facility by the LEAGUE shall be for the purpose of promoting, training and playing youth flag and tackle football and the operation of the concessions incidental to such activities.

C. LEAGUE will not use the facility for any activities other than the basic use described above and scheduled Chartered Season activities without prior consent of the Parks and Recreation Director. Excluded uses include: (a) any independently organized, in-house, travel, select, or all-star league or tournament that is not part of the sanctioned Chartered Season; (b) practices, tryouts, or workouts held outside the filed Chartered Season dates; and (c) any other non-chartered activity. Any excluded use requires a separate written facility rental agreement with the CITY at the CITY's then-current standard rental rates and is not covered by this Agreement. Use of the facility for an excluded purpose without a separate written facility rental agreement constitutes a material breach of this Agreement.

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

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

1. Alcoholic beverages in all Municipal Parks are prohibited.
2. Sale of any items in glass containers is prohibited.

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

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

H. CITY shall have the right to make the facility available, subject to the approved LEAGUE schedule (inclusive of any rainout or other rescheduled dates), to any CITY, school, civic group, or association which desires the use of said facility for any event or program for CITY, non-profit, and/or charitable purposes; provided that any such use shall not conflict with a previously scheduled game or other permitted event or program. Use of a facility for the above-mentioned uses shall be subject to CITY policies regarding such activities and to prior approval by Parks and Recreation Director.

I. LEAGUE shall take the licensed premises as is and with all faults.

J. CITY shall have the right to take over/use any of these facilities in the event of public necessity, declared emergency, or other public need.

K. The LEAGUE shall bear all costs incidental to operation of said the LEAGUE hereunder except as noted below:

1. CITY shall maintain grass facility areas by providing watering, fertilizing, and mowing. Said services shall be provided only on normal work days and during normal work hours. The CITY shall square, and mark fields at the beginning of the season and the LEAGUE shall drag and/or mark fields from that point forward. The Exceptions to the provisions in this paragraph "1." shall be for the LEAGUE sponsored regional and/or national tournaments as deemed appropriate by the Parks and Recreation Director. Said tournaments shall be of a nature that has both an economic and tourism impact on the City.

2. Where installed, CITY agrees to provide utilities (except as noted in #3 below); maintain goals, lights, fence and bleachers.
3. If applicable, the LEAGUE shall maintain, at the LEAGUE expense, any scoreboard, if present, its attendant cables, controls, etc. and the LEAGUE shall own and maintain, at its expense, any public address system used.
4. The LEAGUE shall provide at own expense (when applicable), umpires, officials, scoreboard operators.
5. The LEAGUE is responsible for picking-up any and all trash generated or created by any aspect of the LEAGUE operation and use of CITY facilities, including, but not limited to, attendance at LEAGUE events and concession sales.
6. If applicable, the LEAGUE is responsible for cleaning and minor plumbing issues (i.e. clogs in sinks, urinals, or toilets) at facility restrooms and concessions including before, during and after league games, tournaments and any other club associated events, except restrooms not under the exclusive control of the league. The LEAGUE shall provide restroom cleaning supplies paper products, and hand soap for dispensers.
7. In the event of storms, hurricanes, high winds, or any other act of God, the LEAGUE is responsible for the removal of all their signage and sponsor boards from fences at their designated areas of play or operation.
8. The LEAGUE shall submit yearly composition of board to include one Parent/Participant representative. (City representative will be allowed to attend.)
9. The LEAGUE shall conduct 2 in season board meetings open to the public/participants/parents.
10. The LEAGUE is recommended to submit a bid to their affiliated association for (1) regional tournament per calendar year.

L. Lights used during practice must be turned off no later than 10:00 p.m. Failure to comply with this provision of the Agreement will result in either the LEAGUE

being charged for electrical use for the month in which the infraction occurred or forfeiture of the Agreement and the Leagues ability to use the Facilities. These conditions do not pertain to tournament play. Tournament play dates must be provided to the Parks and Recreation Director at least two weeks before the tournament is scheduled to commence. Use of lights is only for in-season games/practices/tournaments. Any other usage must be requested prior and approved by the Parks and Recreation Director.

M. If entry fees (gate) are to be charged to those attending league events at the Facility, they may only include tournaments and game play, and such fees shall not exceed the following amounts:

1. Participants in that day's tournament or game play (players, cheerleaders, etc) shall not be charged fee;
2. Persons eleven (11) years of age and younger shall be charged no more than one dollar ($1.00) per day;
3. Persons twelve (12) years of age and older shall be charged no more than two dollars ($2.00) per day.

N. Reservation of City Authority and Licensee Obligations

1. The Parks and Recreation Director may override or modify the LEAGUE's schedule to allow public access, City programs, or other uses in the community's best interest. All facilities are owned by the CITY. The CITY retains ultimate authority over access and use at all times.
2. Use is limited to Chartered Season activities and approved concessions unless otherwise authorized through a separate written facility rental agreement with the CITY.
3. The LEAGUE shall not interfere with citizen access to open areas or other portions of the facility not assigned for scheduled league play or practice.
4. The LEAGUE is responsible for the behavior of officers, members, coaches, players, volunteers, spectators, and guests. Any misconduct, unlawful behavior, or negative impact on the CITY is a breach of this Agreement.

O. Communication With City Employees; Outside Employment. The LEAGUE, its officers, coaches, volunteers, representatives, and members shall not direct, supervise, assign work to, or otherwise exercise authority over CITY employees. During CITY employees' scheduled work hours, all requests for maintenance, field preparation, facility access, repairs, scheduling, or other CITY services shall be directed through the Parks and Recreation Director or his/her designee. Nothing in this Agreement prohibits a CITY employee from separately working for, volunteering with, or providing services to the LEAGUE outside of the employee's scheduled CITY work hours, provided such activity complies with all applicable CITY personnel policies, outside-employment requirements, conflict-of-interest requirements, and supervisory approvals. Any such activity shall be performed solely in the employees' private capacity and shall not constitute work performed on behalf of the CITY.

P. Additional Seasonal Use. Notwithstanding the foregoing, the Parks and Recreation Director may, in his/her discretion, authorize the LEAGUE to conduct one additional seasonal period outside of its official Chartered Season. Any such authorization must be in writing and shall specify the approved dates, facilities, days, and hours of use. Additional seasonal use shall be subject to facility availability, field conditions, scheduled CITY programs and events, maintenance requirements, and all other terms and conditions of this Agreement. Approval of an additional seasonal period shall not create any continuing, exclusive, or vested right to use CITY facilities and may be modified, suspended, or revoked by the Parks and Recreation Director.

VI. No later than ten (10) working days prior to the Start Date of the Agreement, the LEAGUE shall file with the CITY a schedule showing the dates and times that the facility will be used for practices, regularly scheduled games or races, ceremonies, or other activities for the first three months of the year. Schedule updates will be submitted every ninety (90) days thereafter. The

schedule and any updates shall be subject to review as per Section IV.A. of this agreement. Additionally, the LEAGUE shall file with the CITY a roster or list of registrants, including names and home addresses. The LEAGUE shall, as soon as practical, notify CITY of any race or practice rescheduling and dates for major races or practices on said premises. No later than ten (10) working days before each Chartered Season begins, the LEAGUE shall also file written documentation from its national governing body confirming the LEAGUE's current charter and that season's official start and end dates. Facility access under this Agreement is limited to the dates confirmed in the filed documentation and the schedule approved by the Parks and Recreation Director.

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

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

B. Nothing herein shall prevent the CITY from making improvements to a facility at CITY'S expense, if the CITY shall see fit to do so.

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

VIII. The LEAGUE shall carry valid and collectible Commercial General Liability (CGL) insurance, naming the CITY OF HARLINGEN as an additional insured, for not less than Two

Million ($2,000,000.00) Dollars aggregate and One Million ($1,000,000.00) each occurrence for bodily injury or death and Five Hundred Thousand and No/100 ($500,000.00) Dollars each occurrence for property damage. Such insurance policy shall provide that the same cannot be canceled unless thirty (30) days written notice of such cancellation has been given to CITY. If such policy is canceled or expires during the term of this Agreement, the LEAGUE shall forthwith discontinue the use of said facility unless and until a policy in the amounts hereinabove provided is obtained and presented to the Parks and Recreation Director of the City of Harlingen, Texas. A copy of said insurance policy shall be submitted to the Risk Manager of Harlingen for review prior to the execution of this Agreement by CITY.

IX. Indemnification and Defense.

TO THE FULLEST EXTENT PERMITTED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS, INCLUDING WITHOUT LIMITATION TEXAS CIVIL PRACTICE AND REMEDIES CODE § 127.001 ET SEQ. AND APPLICABLE MUNICIPAL LAW, LEAGUE SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CITY, ITS ELECTED OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "CITY INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LOSSES, LIABILITIES, LIENS, JUDGMENTS, PENALTIES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, COURT COSTS, AND EXPERT FEES) OF EVERY KIND AND CHARACTER, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE, INCLUDING CLAIMS FOR BODILY INJURY, PERSONAL INJURY, SICKNESS, DISEASE, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO: (A) THE USE, OCCUPANCY, OR CONDITION OF THE FACILITIES; (B) ANY ACT OR OMISSION OF LEAGUE OR ITS OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS, CONTRACTORS, PARTICIPANTS, OR INVITEES; OR (C) ANY ACTIVITY CONDUCTED BY OR ON BEHALF OF LEAGUE UNDER THIS AGREEMENT. SUCH INDEMNITY SHALL APPLY REGARDLESS OF WHETHER ANY SUCH CLAIM, DAMAGE, LOSS, OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, WHETHER SOLE, CONCURRENT, COMPARATIVE, OR CONTRIBUTORY, STRICT LIABILITY, OR OTHER FAULT OF ANY CITY INDEMNIFIED PARTY; PROVIDED, HOWEVER, THAT NOTHING HEREIN SHALL BE CONSTRUED TO REQUIRE LEAGUE TO INDEMNIFY OR HOLD HARMLESS ANY CITY INDEMNIFIED PARTY FROM LIABILITY ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH CITY INDEMNIFIED PARTY, TO THE EXTENT PROHIBITED BY TEXAS LAW. IT IS THE EXPRESS INTENT OF THE PARTIES THAT THIS INDEMNITY PROVISION COMPLIES WITH THE "EXPRESS

NEGLIGENCE DOCTRINE" AND THE "CONSPICUOUSNESS REQUIREMENT" UNDER TEXAS LAW, AND THAT LEAGUE IS OBLIGATED TO INDEMNIFY THE CITY INDEMNIFIED PARTIES FOR THEIR OWN NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR A CONCURRENT CAUSE OF THE CLAIM OR DAMAGE, SUBJECT ONLY TO THE LIMITATIONS EXPRESSLY SET FORTH HEREIN. LEAGUE SHALL, AT ITS SOLE COST AND EXPENSE, DEFEND ANY CLAIM OR ACTION BROUGHT AGAINST ANY CITY INDEMNIFIED PARTY WITH COUNSEL ACCEPTABLE TO CITY, AND CITY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO PARTICIPATE IN SUCH DEFENSE AT ITS OWN EXPENSE. LEAGUE SHALL NOT SETTLE ANY CLAIM IN A MANNER THAT IMPOSES LIABILITY OR OBLIGATIONS ON ANY CITY INDEMNIFIED PARTY WITHOUT THE PRIOR WRITTEN CONSENT OF CITY. THE OBLIGATIONS OF LEAGUE UNDER THIS SECTION SHALL NOT BE LIMITED BY THE AMOUNT OR TYPE OF INSURANCE REQUIRED UNDER THIS AGREEMENT OR OTHERWISE CARRIED BY LEAGUE, AND SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. HOWEVER, TO THE EXTENT REQUIRED BY APPLICABLE LAW OR EXPRESSLY AGREED ELSEWHERE IN THIS AGREEMENT, LEAGUE'S DUTY TO INDEMNIFY MAY BE LIMITED TO THE COVERAGE AND PROCEEDS AVAILABLE UNDER THE INSURANCE POLICIES REQUIRED TO BE MAINTAINED BY LEAGUE AND APPROVED BY CITY. LEAGUE SHALL MAINTAIN IN FULL FORCE AND EFFECT ALL INSURANCE REQUIRED BY THIS AGREEMENT, AND FAILURE TO MAINTAIN SUCH COVERAGE SHALL CONSTITUTE A MATERIAL BREACH. IN THE EVENT OF ANY LAPSE, CANCELLATION, OR REDUCTION IN COVERAGE, CITY SHALL HAVE THE IMMEDIATE RIGHT TO SUSPEND OR TERMINATE LEAGUE'S USE OF THE FACILITIES UNTIL SATISFACTORY PROOF OF COMPLIANT INSURANCE IS PROVIDED AND APPROVED BY CITY'S RISK MANAGEMENT.

X. Termination

Suspension and Termination

A. Nature of Interest; No Vested Rights.

This Agreement grants only a revocable license to use City facilities and does not convey any leasehold, property interest, or vested right of any kind. League acknowledges that its rights under this Agreement are permissive only and subject at all times to the superior rights of City to control, manage, and use its facilities for public purposes.

B. Summary Suspension.

City may, in its sole and absolute discretion, immediately suspend League's use of all or any portion of the facilities, without prior notice, opportunity to cure, or hearing, upon a good-faith determination that: (i) a condition or conduct exists that poses a threat to public health, safety, or welfare; (ii) a violation of this Agreement or applicable law has occurred or is reasonably likely

to occur; or (iii) a Cause Event (as defined below) has occurred or is reasonably likely to occur. Such suspension shall be effective immediately upon verbal or written notice from City and shall remain in effect until City determines, in its sole discretion, that the condition giving rise to the suspension has been remedied or no longer exists. During any period of suspension, League shall cease all use of the facilities and shall not be entitled to any compensation, credit, or damages of any kind. City's exercise of its rights under this subsection shall not constitute a waiver of any other rights or remedies, including termination.

C. **Termination for Cause.** City may terminate this Agreement immediately, without prior notice, opportunity to cure, or hearing, upon the occurrence of any one or more of the following events (each, a "Cause Event"):

(a) Any act of violence, threat of violence, illegal activity, or disorderly, disruptive, or dangerous conduct occurring on or about the facilities and attributable to League or any of its officers, directors, members, coaches, players, volunteers, contractors, agents, spectators, invitees, or guests;

(b) Any conduct or omission by League or any of its officers, directors, members, coaches, players, volunteers, contractors, agents, spectators, invitees, or guests that, in the City's sole and absolute discretion, results in or is reasonably likely to result in public disrepute, scandal, embarrassment, or negative publicity to the City;

(c) Repeated interference with or obstruction of public access to City facilities or property outside of scheduled and City-approved League activities, including any attempt to exclude, restrict, or deter members of the public from lawful use of such facilities;

(d) Failure of League to procure, maintain, or provide proof of any insurance coverage required under this Agreement, including any lapse, cancellation, or material reduction in such coverage;

(e) Any material violation of applicable federal, state, or local law, or any rule, policy, or directive of the City governing use of the facilities.

(f) Use of the facility for an excluded or non-chartered purpose without a separate written facility rental agreement approved by the CITY.

Upon the occurrence of a Cause Event, City may immediately terminate this Agreement, and all rights of League to use the facilities shall cease without further action. League shall immediately vacate the facilities and remove all property at its sole cost and expense.

League expressly waives any right to prior notice, opportunity to cure, administrative review, or claim for damages, lost profits, reliance, or compensation of any kind arising from or related to a suspension or termination under this section.

D. Termination Without Cause.
Any termination of this Agreement by City that is not a termination for cause pursuant to this Section III shall be deemed a "Termination Without Cause." City may terminate this Agreement without cause upon thirty (30) days' prior written notice to League.

Upon delivery of such notice, League shall be entitled to continue its authorized use of the facilities during the notice period, subject at all times to the terms and conditions of this Agreement. Upon expiration of the thirty (30) day notice period, this Agreement shall automatically terminate without further action by either party.

Upon termination, League shall immediately cease all use of the facilities, vacate the premises, and remove all personal property at its sole cost and expense. Any property not removed within the time required by City may, at City's option, be removed, stored, or disposed of by City at League's sole risk and expense.

League acknowledges and agrees that a Termination Without Cause shall not give rise to any claim for damages, lost profits, reliance, reimbursement, or compensation of any kind, and League expressly waives any such claims.

E. Cumulative Remedies.
The rights and remedies provided herein are cumulative and in addition to any other rights or remedies available to City at law or in equity.

XI. Notice
Any notice, demand, request, or other communication required or permitted under this Agreement (collectively, "Notice") shall be in writing and shall be deemed properly given if delivered (i) by hand delivery, (ii) by a nationally recognized overnight courier, or (iii) by United States certified mail, return receipt requested, postage prepaid, addressed as follows:

If to City:
City of HARLINGEN
Attn: City Manager

With a copy to:
PARKS DIRECTOR

TO LEAGUE
Chris Perez
23852 Julio Ln
Harlingen, TX 78552

Notice shall be deemed effective upon actual delivery if delivered by hand, on the next business day if delivered by overnight courier, or three (3) business days after deposit in the United States mail as provided above. Either party may change its notice address by providing written notice in accordance with this section. Failure to send a copy to the City Attorney shall not invalidate notice to the City but is intended for informational purposes.
Electronic mail (email) shall not constitute effective notice unless expressly acknowledged in writing by the receiving party.

XII. In the event any portion or all of said facility shall be destroyed or damaged by the elements, or other act of God ,or fire , this Agreement shall automatically terminate.

XIII. LEAGUE shall annually furnish to City:

1. A copy of its tax-exempt, non-profit status under Section 501(c) of the United States Internal Revenue Code; and
2. A copy of its Certificate of Incorporation; and
3. A copy of its by-laws; and
4. A list of current Board Members and Officers with email addresses, fax numbers, addresses and phone numbers; and
5. A copy of its annual audited financial statement at the end of the play season; and
6. A copy of its current IRS Form 990; and
7. Minutes of all board meetings; and
8. A copy of background checks of all board members and volunteers. (coaches, scorekeepers, trainers, etc.)

XIV. CONDITION OF PREMISES; DAMAGE; RESTORATION; RISK ALLOCATION

A. Condition of Premises; No Warranty.
The LEAGUE acknowledges that it has inspected the facilities and accepts them in their present condition, "AS IS," without representation or warranty by the CITY, express or implied, as to suitability, fitness, or condition. The CITY makes no warranty that the facilities will remain in any particular condition during the term of this Agreement, and all use is at the LEAGUE's sole risk.

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The LEAGUE shall be responsible for and shall promptly reimburse the CITY for the full cost of repair or replacement of any damage to the facilities caused by the LEAGUE, its officers, members, coaches, players, volunteers, vendors, contractors, spectators, or guests, excluding ordinary wear and tear resulting from authorized use. The CITY's determination of whether damage exceeds ordinary wear and tear shall be final unless clearly arbitrary. Any damage arising from use outside the filed Chartered Season dates shall not constitute ordinary wear and tear and shall be fully reimbursable by the LEAGUE, regardless of cause.

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The CITY shall not be responsible for loss, theft, or damage to equipment, inventory, concession supplies, signage, or personal property belonging to the LEAGUE or any third party. All such property is stored and used at the LEAGUE's sole risk.

G. Compliance With Safety and Field Protection Directives.
The LEAGUE shall immediately comply with any directive issued by the Parks and Recreation Director concerning field preservation, safety protocols, weather-related closures, or corrective maintenance practices. Failure to comply shall constitute a material breach of this Agreement.

H. Environmental and Hazardous Materials.
The LEAGUE shall not store, release, or dispose of fuel, chemicals, fertilizers, herbicides, cleaning solvents, or hazardous substances on CITY property without prior written approval. Any contamination caused by the LEAGUE shall be promptly remediated at its sole expense.

I. Field Recovery Periods.
The CITY reserves the right to impose rest periods, limit tournament scheduling, cap game counts, or restrict consecutive usage days in order to protect turf integrity and irrigation systems. Such determinations shall be within the CITY's sole discretion and shall not constitute a breach of this Agreement.

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

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

Agreed and approved by the undersigned partied on the _7th__ day of October, 2026 in Harlingen, Cameron County, Texas.

CITY OF HARLINGEN

BY: _____
Gabriel Gonzalez, CPM, City Manager

HARLINGEN RAVENS YOUTH SPORTS

BY: _____
LEAGUE REPRESENTATIVE

10(S)

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **October 7th 2026**

Agenda Item:

Consideration and possible action to authorize the City Manager to execute Amendment No. 2 to the Municipal Maintenance Agreement with the Texas Department of Transportation (TxDOT) for mowing, litter removal, and maintenance of the Haven Ford Drain Ditch within TxDOT right-of-way.

Prepared By: Roberto Hernandez, PE, CFM, MS
Title: City Engineer
Signature:

Brief Summary:

The City of Harlingen and the Texas Department of Transportation (TxDOT) currently have a Municipal Maintenance Agreement governing maintenance activities along State-owned rights-of-way within the City. The proposed Amendment No. 2 will establish maintenance responsibilities for the Haven Ford Drain Ditch, located within TxDOT right-of-way along IH 69E. The maintenance area encompasses approximately 17.69 acres extending from US 77/83 to the Arroyo Colorado west of M Street.

Under the proposed amendment, TxDOT will perform one mowing and litter-removal cycle annually during the month of October. TxDOT's work will include mowing the ditch side slopes and bottom, removal of vegetation or trees that have grown since the previous mowing cycle, and removal of accumulated debris. The agreement also authorizes the City to perform supplemental mowing and litter removal within the TxDOT right-of-way at times outside of TxDOT's scheduled maintenance activities.

Public Works anticipates maintaining the ditch approximately once per quarter, with the City performing a minimum of three maintenance cycles per year, in addition to TxDOT's annual October maintenance. Additional mowing, vegetation removal, or debris cleanup may be performed as conditions warrant, with Public Works and City management coordinating additional maintenance activities as necessary to maintain proper drainage function and site conditions.

The agreement provides the City with the ability to maintain the ditch as needed without having to rely solely on TxDOT's annual maintenance cycle, improving the City's ability to respond to overgrown vegetation, debris accumulation, and conditions that may restrict drainage conveyance.

Approval of this item will authorize the City Manager to execute Amendment No. 2 to the Municipal Maintenance Agreement with TxDOT and allow City crews to perform maintenance activities within the identified TxDOT right-of-way in accordance with the agreement.

Funding (if applicable):

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

Staff Recommendation:
Staff recommends approval.

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

Comments:

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

STATE OF TEXAS §

COUNTY OF TRAVIS §

AMENDMENT # 2 TO MUNICIPAL MAINTENANCE AGREEMENT

WHEREAS, on the 14th, day of August 2025, the Texas Department of Transportation, the "State", and the City of Harlingen, the "City" entered into a Municipal Maintenance Agreement intended to cover and provide for State participate in the maintenance of state routes within the City; and

WHEREAS, the State, under the aforementioned Agreement, provides mowing and litter clean up maintenance of certain state highways and roadways within the City, including **to be determined**; and

WHEREAS, the State, conducts this mowing and litter clean up maintenance through its contractors; and

WHEREAS, the City desires to perform mowing and litter clean up maintenance on the aforementioned state routes, and

WHEREAS, the City and the State agree to amend the existing Municipal Maintenance Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, as hereinafter set forth, the City and State do mutually agree to the amendment as follows:

State's Responsibilities

2. The State shall be responsible for one mowing and litter clean up one cycle per year within the right-of-way on controlled access Haven Ford Drain Ditch,

The mowing and litter clean up cycle shall be done in the month of October. The mowing cycle shall consist of mowing along the side slopes and the ditch bottom. The mowing cycle shall include removal of trees if any that may have grown from the previous mowed cycle and removal of debris accumulated from the previous litter cycle. At the end of the second year, the State will re-evaluate the Agreement mowing and litter clean up and enter into a new agreement with the City.

If there is a State policy change to further reduce the State's mowing or litter cycles, the State shall notify the City, in writing, within sixty (60) days of this change.

City's Responsibilities (Controlled Access)

1. The city will be responsible for mowing the drainage ditch identified in Attachment A at times other than those scheduled for State maintenance activities.

The mowing and litter clean up cycle shall be done when the condition of the ditch is overgrown or littered with debris preventing the ditch from properly functioning. The City shall perform a minimum of one mowing and litter clean up per year. The City may need to perform additional mowing and litter clean up if the drain ditch becomes overgrown or littered with debris preventing the ditch from properly functioning. The mowing cycle shall consist of mowing along the side slopes and the ditch bottom. The mowing cycle shall include removal of trees if any that may have grown from the previous mowed cycle and removal of debris accumulated from the previous litter cycle. The City agrees that for mowing and litter clean up, if performed by employees of the City, the City shall show proof of self-insurance.

Termination

This Amendment is expressly made subject to the rights granted to TxDOT to terminate this Amendment without cause upon notice and to the rights granted to The City to terminate this Amendment without cause upon notice after two (2) years and upon the exercise of any such right by either party, this Amendment will terminate. TxDOT or the City may terminate this Amendment upon notice at any time for a violation of the terms of this Amendment. The termination of this Amendment does not affect any other provisions of the existing Municipal Maintenance Agreement between the parties.

Should the City request to terminate without cause within the term of this agreement, submit notification by July 1. Notification will not relieve the City of fulfilling the agreement with the final mowing and litter clean up being performed in approximately June.

In all other respects, the Agreement shall remain in force and effect without change.

IN TESTIMONY WHEREOF, the parties hereto have caused this amendment to be executed in duplicate. The Amendment becomes effective when last executed.

CITY OF HARLINGEN

_____

_____

Date

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

THE STATE OF TEXAS

_____

District Engineer

ATTACHMENT A
WORK LOCATION

WORK LOCATION: **IH 69E** From US 77/83 to Arroyo Colorado West of "M" Street

DESCRIPTION: Mowing and Litter Removal (17.69 Acres)


INTERSTATE
69E
N
17.69 ac
1479
Legend
Harlingen Mowing Area

10(+)

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **October 7, 2026**

Agenda Item:

Present and discuss the FY 2026 Annual Work Plan Final Report of the Harlingen Economic Development Corporation

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

Brief Summary:

The CEO of the Harlingen Economic Development Corporation will present the final report of the FY 2026 Annual Work Plan. The report represents the accomplishments of the organization's strategic plan goals.

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: Internal Marketing Budget

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

Staff Recommendation:

Staff recommends approval.

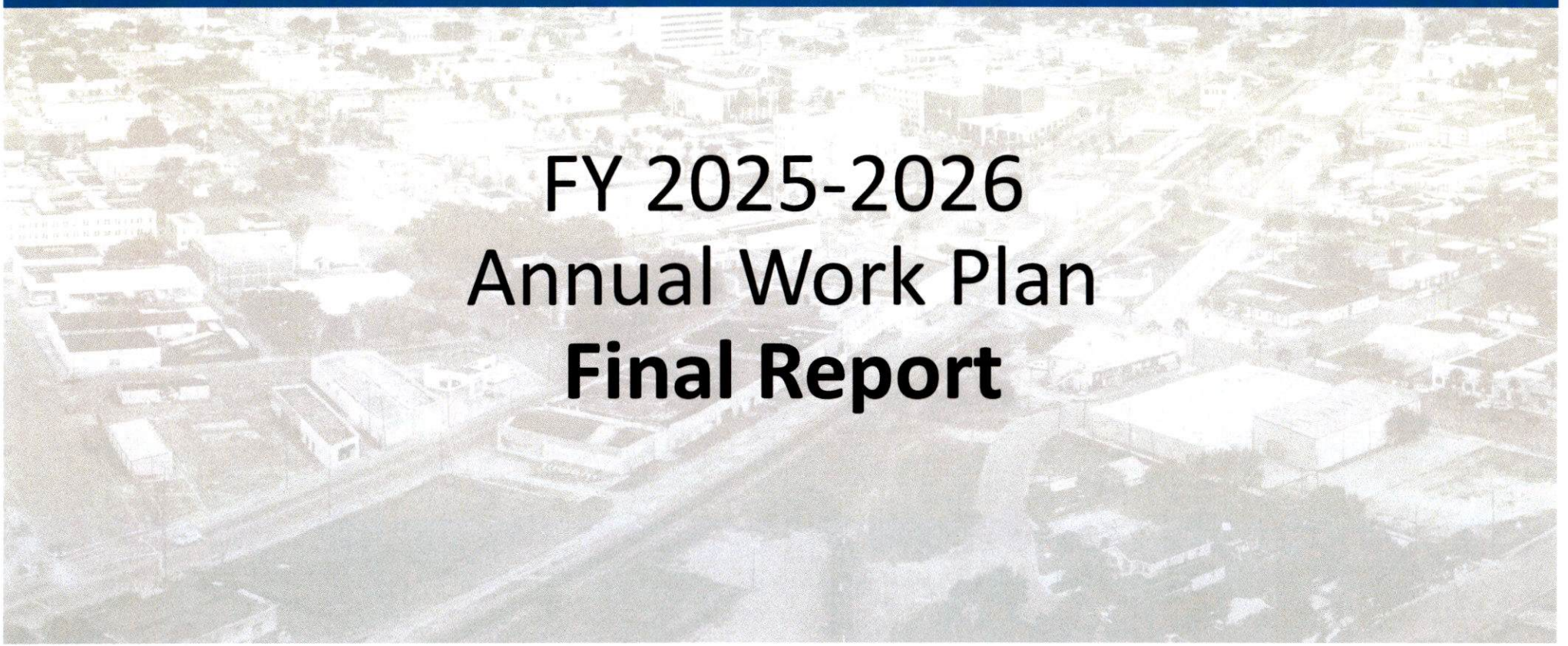
City Manager's approval: GG ☑ Yes ☐ No ☐ N/A

Comments:

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

HARLINGEN
ECONOMIC DEVELOPMENT

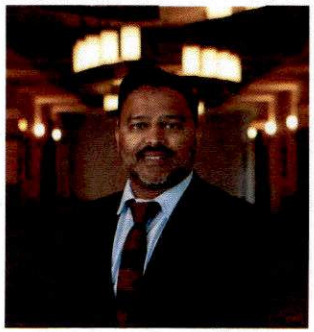
FY 2025-2026
Annual Work Plan
Final Report



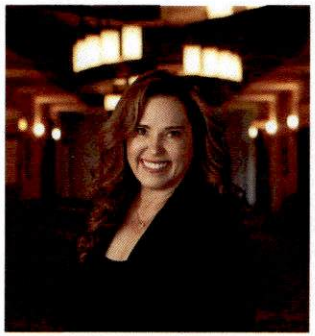
Mission

The Mission of the Harlingen Economic Development Corporation is to improve the quality of life of the citizens of Harlingen through the creation of wealth, jobs, and investment.

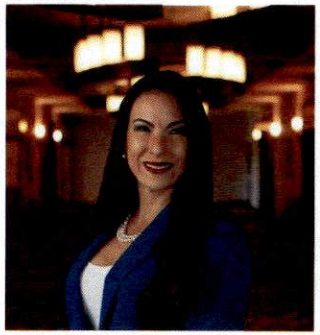
FY 2025-2026 Board of Directors



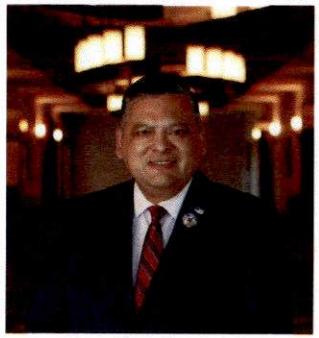
Saarang Jay Rama
President



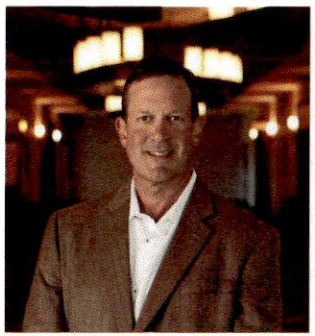
Dr. Linda T. Burke
Vice President



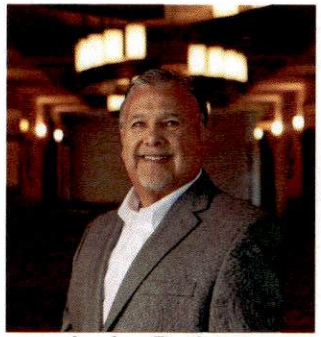
Lizzy de la Garza Putegnat
Treasurer



Javier Segura
Secretary



Tre Peacock
Board Member

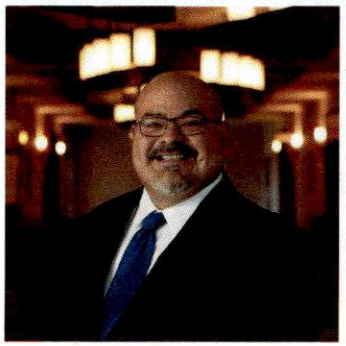


Javier De Leon
Board Member



Marcus Cruz
Board Member

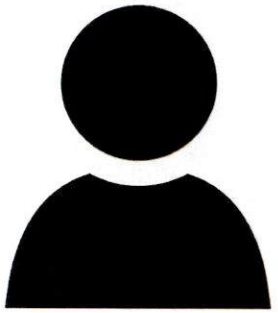
FY 2025-2026 Staff



Orlando Campos
CEO



Beverly Loftus
COO



Vacant
BRE Manager



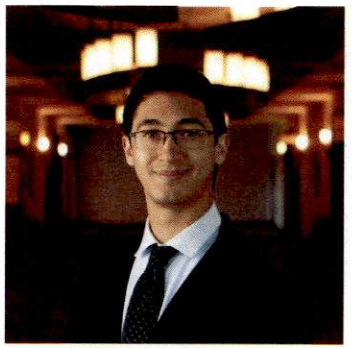
MaryAnn Villarreal
Office Manager



Brandie Martinez
Marketing Coordinator



Maria Escobar
Startup Specialist



William Brown
ED Coordinator

Goal 1: Develop an Aggressive Business Attraction and Retention Strategy

- Attended **six** tradeshows in the US and Mexico to promote Harlingen.
- Conducted **65** follow-ups with qualified leads.
- Submitted **25** corporate relocation proposals to Governor's Office.
- Promoted Harlingen in Mexico through collaborations with Mexican Consulate, Index Mexico, COSTEP, State of Texas Office in Monterrey, and Select USA in Mexico City.
- Conducted **84 local large company visits** collectively **employing 9,074 people**.
- Supported **15 local businesses** with **$80,159** through **Revitalize Harlingen Grant Program**. Businesses invested over **$1.5 million in façade improvements**.
- *Boost Harlingen Grant Program* **awarded $3,000** in support of **2** small businesses for equipment purchases to grow their business.
- Met with **100 small businesses** and **150 entrepreneurs**.
- Partnered with Greater Chamber of Harlingen to host **First Annual Small Business Summit**.
- Contracted with **Retail Strategies** to assist with retail recruitment efforts.

Goal 1: Develop an Aggressive Business Attraction and Retention Strategy

- Hosted **eight roundtables** for major employers, restaurants, manufacturing, small businesses, workforce partners, and financial industries.
- Since inception, PeopleFund has deployed **$1.7 million** in **capital**, supporting **13 businesses** and creating/retaining **116 jobs**.
- Hosted **two "Let's Get Down to Business" Events with 55 attendees**.
- Connected TMAC with **16 local manufacturers** to promote Advance In Manufacturing Program grant program.
- Celebrated **Manufacturing Week** by providing cookies to all local manufacturing workers from Cookies for College.
- Closed **8 projects** generating 844 **new and retained jobs** with a capital investment of over **$35 million.**
- Actively working on **11 projects** representing **$315 million in potential investment** and **4,060 potential new jobs.**



Goal 2: Foster a Highly Skilled Local Workforce

- Provided TSTC **$100,000** for Goal Line Assistance Program and Signing Day Scholarships targeting Harlingen Residents.
- Provided **$50,000 training grant** to Valley Initiative for Development and Advancement (VIDA) to support 10 at-risk Harlingen residents with training.
- Provided Workforce Cameron with **$50,000 local match grant** for in-demand, high-paying workforce training programs.
- Provided **Region One Education Services** with a **$21,000 grant to upskill** paraprofessionals to become certified teachers.
- Coordinated **two job fairs** for jobseekers and local employers.
- Connected **nine local companies** with TSTC Skills for Success and Texas A&M TEEX training grants.

Goal 3: Create an Entrepreneurship/Innovation Hub

- **Hosted 14** small business and entrepreneurial educational workshops.
- **Sponsored 20 locally owned small businesses** on two Kauffman Foundation FastTrac Programs with UTRGV.
- **Sponsored ten locally owned small businesses** for UTRGV Accelerator Program.
- **$65,000 in cash grants** awarded to **three businesses** at Second Annual RISE Up Harlingen Business Pitch Competition.
- **Hosted 12** Small Business Advisory Committee meetings.
- Collaborated with city departments on **30 courtesy site inspections** for local entrepreneurs.
- Hosted **one on one weekly meetings** for local entrepreneurs with UTRGV's SBDC and APEX Accelerator.

Goal 4: Support Infrastructure for Local Industry.

- **$2 million detention pond** at Industrial Park at Roosevelt nearly complete with the support of a $1.6 million EDA Grant.
- Approved **$3.7 million** in funding for **roadway and utility infrastructure construction** at Industrial Park at Roosevelt.
- Participated in Washington DC trip with RGV Partnership to support **local infrastructure needs**.
- Worked with county to **extend the terms** of their participation in **TIRZ #2 for public infrastructure for Project Organic which will generate $3.7 million in funding**.
- Updated project and finance plan for TIRZ #2.
- Approved **$1.5 million** in funding **for Victoria Lane** road expansion.



Goal 5: Develop and Execute a Unified Marketing Program to Elevate Harlingen Local, Nationally, and Internationally.

- New **digital marketing ads** created.
- Advertised in **10 print and digital media** outlets throughout the country.
- Launched new social media advertising **campaign in Chicago** in during Xponential Conference.
- Launched social media **campaign in Monterrey, Mexico**.
- Launched **new billboard ad** in Harlingen.
- Collaborated with Cameron County and Brownsville to **promote Cameron County region**.
- Social media followers increased to **10,000+ followers**.
- Provided **$35,000 in funding for All-America City** conference in Denver.
- Participated in over **10** TV, radio, and newspaper **interviews**.

Goal 6: Elevate Organizational Structure to be a Model for Economic Development

- All **board and staff members compliant** with required state economic development state training requirements.
- Small Business & Startup Specialist **promoted to manager**.
- Ongoing economic development **staff training**.
- New **Board Member Orientation**.
- **Association memberships renewed**:
  - TEDC: Attended annual conference.
  - IEDC: Attended annual conference.
  - IAMC: Attended conference.
  - InBIA: Attended annual conference.
  - THBI: Attended Bio Conference.
- **Outside board appointments**:
  - LRGVDC, Economic Development Advisory Committee.
  - Workforce Cameron Tri-Agency Committee.
  - Team Texas Advisory Committee.



Harlingen Economic Development Corporation

2424 Boxwood Street
Harlingen, Texas 78552
www.HarlingenEDC.com

10 a

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **October 7, 2026**

Agenda Item:

Discuss, consider, and possible action on approving the Harlingen Economic Development Corporation's FY 2027 Annual Work Plan.

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

Brief Summary:

The CEO of the Harlingen Economic Development Corporation is seeking approval of the proposed FY 2027 Annual Work Plan. This plan provides a roadmap of initiatives the HEDC will spearhead in FY 2027, and is tied into the existing adopted strategic plan.

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: Internal Marketing Budget

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

Staff Recommendation:

Staff recommends approval.

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

Comments:

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

HARLINGEN
ECONOMIC DEVELOPMENT

FY 2026–2027

ANNUAL WORK PLAN

Presented to the HEDC Board of Directors & Harlingen City Commission

MISSION

To improve the quality of life of the citizens of Harlingen through the creation of wealth, jobs, and investment.

FOUNDATION

Guiding Principles

Catalyst for Growth

Serve as a catalyst for economic growth and vitality, enhancing long-term quality of life for residents.

Targeted Primary Jobs

Recruit, retain, and attract quality companies in targeted industries — manufacturing, logistics, health & biotech, and aerospace — that create primary jobs.

Governed by Law & By-Laws

Programs are governed by Chapters 501, 502 & 504 of the Texas Local Government Code and the Corporation's adopted by-laws.

Infrastructure & Convening

Promote transportation infrastructure and convene partner organizations, while community development is led by others.

Strategic Relationships

Build and strengthen relationships with stakeholders that advance the community's economic development efforts.

Small Business & Startups

Support small businesses and startups — including a future startup hub — to retain jobs and spark new investment.

STRATEGIC ROADMAP

Six Goals for FY 2026–2027

GOAL 1

Develop an Aggressive Business Attraction & Retention Strategy

GOAL 2

Foster a Highly Skilled Local Workforce

GOAL 3

Create an Entrepreneurship / Innovation Hub

GOAL 4

Support Infrastructure for Local Industry

GOAL 5

Develop & Execute a Unified Marketing Program

GOAL 6

Elevate Organizational Structure

GOAL 1 · PART 1 OF 2

Business Attraction & Retention — Recruitment & Foreign Investment

1 Build the Business Attraction Pipeline

- Participate in Team Texas and industry trade shows and follow up on leads
- Continue digital marketing campaigns on social media and other targeted media
- Referrals from existing business/community relationships
- Align corporate recruitment efforts with targeted industries
- Respond to applicable state and consultant RFPs

2 Increase Corporate & Site-Selector Engagement/Foreign Direct Investment

- Grow Mexican investment through government and trade-org relationships
- Leverage Select USA to market Harlingen to foreign investors
- Participate in Mexico trade missions hosted by economic development allies

3 Increase Harlingen's Market Visibility

Tactics/Key Performance Indicators

- 50-75 qualified attraction leads developed; 8–12 active prospects maintained; 3 prospects advanced to RFP/proposal/incentive stage (ongoing).
- 15+ qualified company/site-selector meetings; 2–4 prospect/site-selector visits hosted in Harlingen; 5+ new meaningful site-selector/company relationships established (ongoing).
- Promote former ULA and Aerotropolis sites in RFPs(ongoing).
- Meet with at least four foreign consulates based in Texas.
- Participate in at least two foreign tradeshows organized by COSTEP to promote Harlingen.
- Participate in American Chamber-Mexico tradeshows in FY 2027.
- Launch two "Harlingen-focused" content campaigns; Publish quarterly economic development newsletters; Complete 3 targeted industry marketing initiatives

GOAL 1 · PART 1 OF 2

Business Attraction & Retention — Recruitment & Foreign Investment

4 Expand Direct Recruitment Activity

- Increase corporate and site-selector engagement
- Expand prospect site visits and in-person engagement
- Strengthen State & Regional recruitment partnerships
- Increase participation in industry & economic development networks
- Develop strategic relationships with key industry influencers and decision-makers

5 Strengthen Recruitment Tools & Information

- Maintain accurate and competitive site inventory
- Develop prospect-ready site and industry information
- Strengthen Harlingen's industry and supply-chain data assets

6 Improve Lead-to-Project Conversion

Tactics/Key Performance Indicators

- 8-10 targeted outreach initiatives completed; strategic trade shows/road shows/site-selector events attended; 100% of qualified leads entered into CRM and followed up (ongoing).
- Visit prospect HQs as needed (ongoing).
- 100% of priority site inventory reviewed quarterly; 6+ prospect-ready site profiles completed/updated; Complete manufacturing/supply-chain mapping; Complete centralized recruitment information package
- 2+ hosted site visits or serious prospect engagements; 3 projects advanced to formal proposal/RFP/incentive stage;

GOAL 1 · PART 2 OF 2

Business Attraction & Retention — Retail, Commercial & BRE

3 Retail & Commercial Development

- Continue working with retail consultant to court new retailers and restaurateurs
- Identify & target retail and commercial market gaps
- Develop relationships with retailers, developers & commercial brokers
- Promote available commercial sites & development opportunities
- Attract destination, specialty & higher-quality retailers
- Support downtown & key commercial corridor recruitment
- Facilitate retailer & developer site visits
- Strengthen partnerships with property owners, brokers & developers
- Identify franchise opportunities

Tactics/Key Performance Indicators

- Develop recruitment strategy with retail consultant to assist in promoting Harlingen to new retailers and restauranters.
- Participate in ICSC Red River event in Dallas in in Q2 to promote Harlingen.
- Attend ICSC Conference in Las Vegas in Q3 to target retail developers and to promote Harlingen.
- Respond to retail RFPs as needed (ongoing).
- Follow-up with retail-focused real estate brokers to promote sites in Harlingen (ongoing).
- Host Franchisee Workshop Q2 2027
- Promote Valle Vista Mall for re-development and investment (ongoing).
- Evaluate incentives for retailers/restaurants as needed (ongoing).

GOAL 1 · PART 2 OF 2

Business Attraction & Retention — Retail, Commercial & BRE

4 Business Retention & Expansion (BRE)

- Visit 4+ local companies weekly through a formal BRE program
- Deliver Kauffman FastTrac, Revitalize Harlingen & Boost Harlingen grants
- Host the RISE Up Accelerator, job fairs, and industry round-tables
- Support existing small businesses with resources and entrepreneurship programs:
  - Revitalize Harlingen, Boost Harlingen and Equip Harlingen matching grant programs.
  - AIM Matching Grant Program for manufacturers.
  - PeopleFund
- Work with city department so promote a streamlined permitting process
- Work with local stakeholders to promote a business-friendly environment

Tactics/Key Performance Indicators

- Hire new BREP Manager by Q1.
- Recognize local manufacturers during Manufacturing Week (Oct 2026).
- Visit minimum of four local companies weekly.
- Conduct annual local industry survey by June 2027.
- Conduct quarterly local industry round-tables.
- Host at least two job fairs for local industry in FY 2027.
- Re-launch Revitalize Harlingen, Boost Harlingen, and Equip Harlingen Matching Grant Program (Oct 2026).
- Host the "Let's Get Down to Business" event semi-annually (Fall 2026 and Spring 2027).
- Host Startup Pathway Powered by Kauffman FastTrac Program (Fall 2026 and Spring 2027).
- Host RISE Up Harlingen Business Pitch Competition (Summer 2027)
- Host National Small Business Week sessions and activities to support and engage local small businesses (May 2027).
- Host Quarterly financial seminar.
- Host monthly Plate it Forward and Shop it Forward to support small businesses.
- Continuously updating the CRM system with new and current information. (ongoing)
- Leverage support from UTRGV for small businesses and entrepreneurs (ongoing)
- Collaborate with Greater Harlingen Chamber of Commerce on Second Annual Small Business Summit.

GOAL 2

Foster a Highly Skilled Local Workforce

1 Workforce Solutions Partnership

- Quarterly meetings with Workforce Solutions Cameron County
- Connect local businesses to job-ready talent pools
- Continue matching DOL workforce grant funding

2 Education & Training Pipeline

- Quarterly roundtables with HCISD, TSTC & training partners
- Host HCISD educators for a local industry overview
- Support internship & apprenticeship programs with employers

3 Future Workforce Planning

- Evaluate labor data quarterly to spot growing industries
- Identify new training programs from target industry analysis

Tactics/Key Performance Indicators

- Meet with WFS Cameron quarterly and connect local businesses with WFS Cameron as needed.
- Support WFS Cameron job fairs as needed.
- Continue funding matching DOL grant to WFS Cameron.
- Invite workforce training partners to industry roundtable meetings to identify labor training gaps (quarterly).
- Invite workforce training partners to meet with prospects as needed (ongoing).
- Promote available training programs and apprenticeship opportunities during BREP visits (ongoing).
- Promote collaboration between HCISD, TSTC, TSC and other institutions to provide funding support for training programs (ongoing).
- Participate in school district career days to promote local industry labor pipeline needs (ongoing).
- Provide support to Region One to upskill paraprofessionals to become certified teachers (ongoing).
- Support TSTC Goal Line Assistance Program, Sign-Up Day Scholarships, and high-demand training programs (ongoing).

GOAL 3

Create an Entrepreneurship / Innovation Hub

1 Phase 1 — Feasibility Study

- Market feasibility study and analysis completed by UTRGV (FY 23-24)

2 Phase 2 — Ad-Hoc Committee

- Establish and launch a committee of stakeholders to guide next steps

3 Phase 3 — Site Selection

- Develop site search criteria and a property acquisition strategy

Tactics/Key Performance Indicators

- Host ad-hoc committee meetings to evaluate Hub Strategy by Q1 and Q3.
- Evaluate potential sites for Hub.
- Identify potential funding sources for Hub by Q2.
- Continue to provide entrepreneurial support services as described in Goal 2 (ongoing).
- Execute MOU with HCISD to allow entrepreneurs use of vacant school cafeterias by Q1.

GOAL 4

Support Infrastructure for Local Industry

1 Transportation & Roads

- Identify and prioritize transportation routes necessary for industrial development
- Support and advocate the Outer Parkway to the 2nd Causeway to SPI

2 Port, Air & Rail

- Quarterly meetings with the Port Director and Aviation Director
- Support intermodal hub development and rail efficiency
- Support airport efforts to increase passenger air service

3 Cross-Border Trade & Utilities

- Advocate for improved services on the Mexican side of the border
- Grow traffic at the Los Indios Free Trade International Bridge
- Coordinate with utility providers on industrial demand

Tactics/Key Performance Indicators

- Complete detention pond construction at Industrial Park at Roosevelt by Q1.
- Complete 90% of roadway and utility infrastructure work at Industrial Park at Roosevelt by Q4.
- Issue potential bonds for Project Organic by Q2.
- Initiate Infrastructure work at Project Organic by Q2.
- Meet with Port and Airport directors quarterly or as needed (ongoing).
- Collaborate with airport on incentives for air service prospects (ongoing).
- Promote Los Indios Bridge with local industry (ongoing).
- Incorporate Los Indios Bridge on all marketing collateral (ongoing).
- Coordinate meetings with utility providers and corporate prospects (ongoing).

GOAL 5

Unified Marketing to Elevate Harlingen

1 Brand, Content & Collateral

- Keep unified brand & messaging consistent across markets
- Refresh marketing collateral and SWAG
- Run a collaborative marketing committee with city stakeholders

2 Digital & Social Growth

- Grow social media platform followers
- Launch a quarterly e-newsletter
- Partner with a social media influencer on quality of life
- Be strategic on professional memberships

3 Community & Media Presence

- Conduct TV, radio, print, and online news interviews
- Proactively pitch press releases

Tactics/Key Performance Indicators

- Strengthen corporate recruitment marketing efforts.
- Integrate All-America City logo on print marketing campaigns (ongoing).
- Work with marketing agency on new advertising collateral by Q2.
- Create campaign from local companies on why they chose Harlingen by Q2.
- Launch at minimum 3 social media updates weekly (ongoing).
- Launch EDC newsletter by Q1.
- Collaborate with key stakeholders on co-marketing opportunities (ongoing).
- Develop national marketing campaign (ongoing).
- Evaluate marketing opportunities with social media influencers (ongoing).
- Develop social media geo-fencing opportunities in key markets to augment trade show presence (ongoing).

GOAL 6

Elevate Organizational Structure

1 Governance & Talent

- Keep staff & board compliant on required training
- Update the annual performance review process
- Formalize onboarding for new staff and board members

2 Tools & Professional Growth

- Evaluate CRM, BRE & CoStar tools that support the mission
- Send staff to needed ED training programs
- Maintain seat on Team Texas Advisory Committee

3 Partnerships & Funding

- Hold annual meetings with HCISD, Airport Board, Port & City partners
- Diversify funding through federal, state & private grant opportunities
- Evaluate new incentive programs

KEY MILESTONES

- Ensure staff compensation and benefits are competitive with region by Q1 and re-evaluate by Q4.
- Ensure all staff and board is compliant with required training (ongoing).
- Maintain collaborative communication with key stakeholders, community partners and economic development allies (ongoing).
- Host internal strategic planning retreat in Q4.

FY 2026–2027 AT A GLANCE

Definition Page

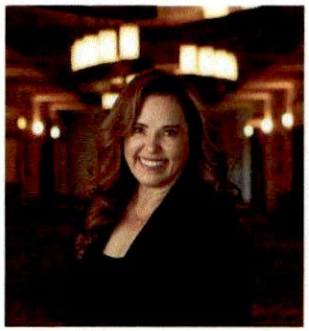
BREP: Business Retention and Expansion Program.
CDI: Community Development Institute.
CODEM: Matamoros Economic Development Committee.
COSTAR: Commercial real estate online information search platform.
CRM: Customer relationship management.
CTE: *Career and Technology Education*
EDO: *Economic Development Organization*
Fabtech: Fabrication Technology is North America's largest metal forming, fabricating, welding and finishing trade show.
HCISD: Harlingen Consolidated Independent School District.
HQ: Headquarter.
HWWS: Harlingen Water Works System
IAMC: Industrial Asset Management Council.
ICSC Red River: International Council of Shopping Centers regional tradeshow hosted in Dallas to promote deal-making amongst retailers, brokers, developers, and communities.
IEDC: International Economic Development Council.
INBIA: International Business Innovation Association. Global network of entrepreneurial ecosystem builders.
Index Matamoros: Matamoros maquiladora association.
Kauffman FastTrac Program: Seven-week intense training program for entrepreneurs and small businesses to equip them with business skills and insights, tools, resources, and peer networks necessary to start and grow successful businesses.
MOU: Memorandum of Understanding.
MRO: Maintenance, repair and overhaul aircraft repair operation.
OUEDI: University of Oklahoma Economic Development Institute.
People Fund: Lending company providing entrepreneurs and small businesses access capital and business-focused educational assistance.
Placer.AI: Market intelligence software platform providing up to date data gathered through cell phone users.
Retail Live: National commercial real estate networking event that brings retailers together with the industry's leading landlords, brokers, developers and communities.
RFP: Request for Proposal.
Select USA: Federal program housed within the US Department of Commerce charged to promote and facilitate foreign business investment into the U.S.
Team Texas: member-based state business attraction program through Texas Economic Development Council, the professional association for Texas economic developers.
TEDC: Texas Economic Development Council.
TSTC: Texas State Technical College.
UTRGV: University of Texas Rio Grande Valley.
VIA: Valley International Airport.
WFS Cameron: Workforce Solutions Cameron.

OUR TEAM

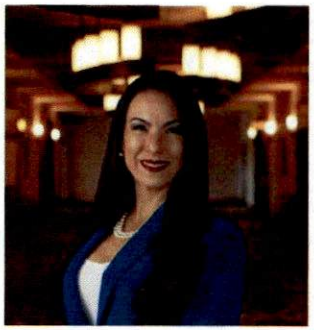
Board of Directors



Saarang Jay Rama
President



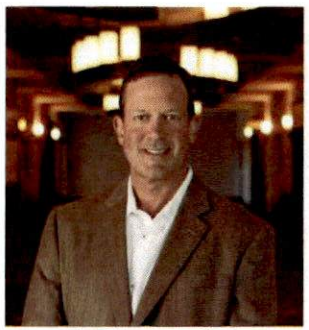
Dr. Linda T. Burke
Vice President



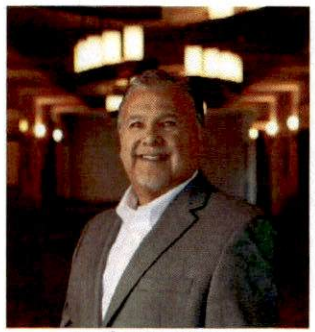
Lizzy de la Garza Putegnat
Treasurer



Javier Segura
Secretary



Tre Peacock
Board Member



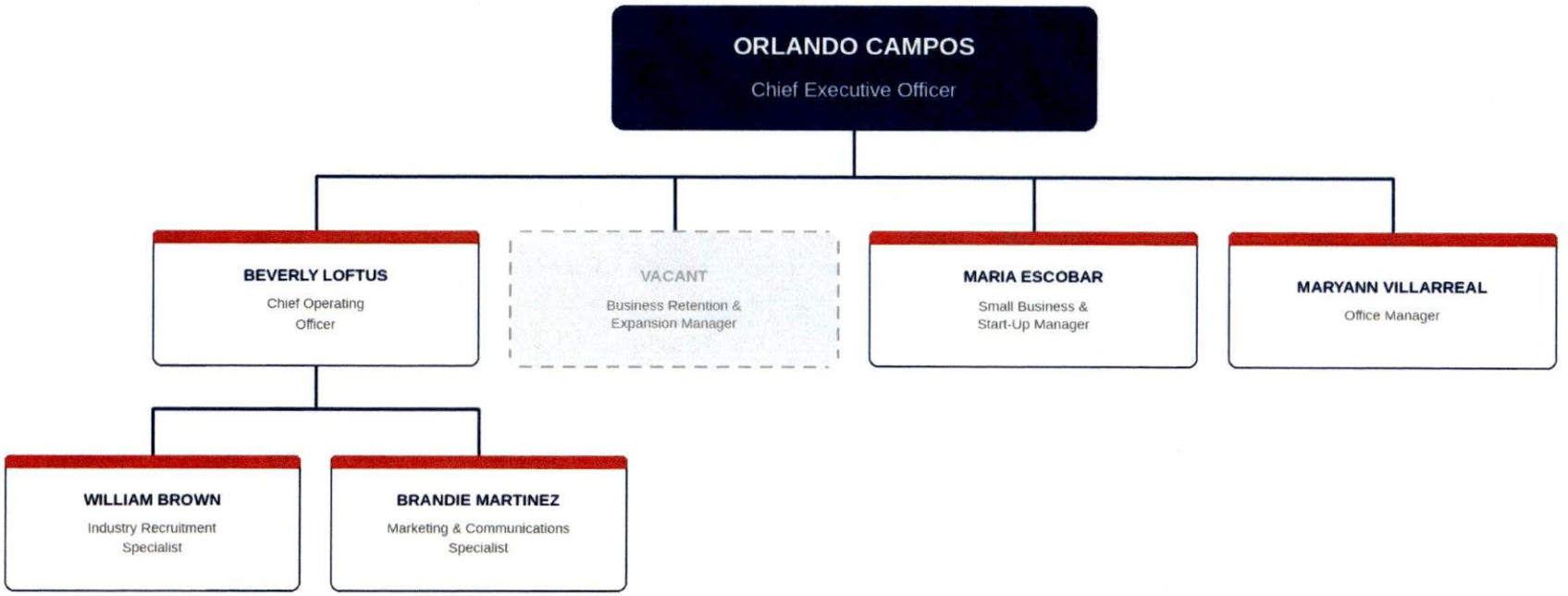
Javier De Leon
Board Member



Marcus Cruz
Board Member

OUR TEAM

Staff Organizational Chart



HARLINGEN
ECONOMIC DEVELOPMENT

Thank You

Questions & Discussion

Orlando Campos, Chief Executive Officer · Harlingen Economic Development Corporation

CITY OF HARLINGEN
AGENDA ITEM
EXECUTIVE SUMMARY

10 V

Meeting Date: October 7, 2026

Agenda Item:

Consideration and possible action on a resolution (1) approving a Subdivision Improvement and Escrow Agreement between the City of Harlingen and Development Corporation of Harlingen, Inc. for the public improvements serving Victoria Commons Phase II Subdivision; (2) accepting the cash escrow of $1,880,923.29 established under the agreement as the financial guarantee of performance required for plat recordation under Section 109-91(a)(2)b of the Code of Ordinances; (3) approving, under Texas Local Government Code Section 501.073, the Corporation's deposit and expenditure of those funds; and (4) authorizing the City Manager to execute the agreement and related instruments.

Prepared By (Print Name): Beverly Loftus
Title: Chief Operating Officer
Signature: Beverly Jean Loftus

Brief Summary:

HEDC is developing the 30.52-acre Victoria Commons Phase II Subdivision, whose final plat was approved by the Planning and Zoning Commission on September 22, 2026. The required public improvements (streets, sidewalks, storm drainage, and related facilities) have an estimated cost of $1,446,864.07. Under Sections 109-163 and 109-164, the financial guarantee must equal that estimate plus 30%, or $1,880,923.29.

Under the Agreement, HEDC will deposit $1,880,923.29 into a segregated "Victoria Commons Phase II Public Improvements Escrow" account held by the City, with the City as sole beneficiary. Funds may be disbursed only for the public improvements on City Engineer-approved pay applications, with 5% retainage, and no disbursement may reduce the balance below the cost to complete plus 30%. The improvements must reach final acceptance within 12 months of plat recording; upon default, the City may use the escrowed funds to complete the work. Remaining funds are released to HEDC within 30 days after final acceptance. Water and wastewater improvements are secured separately with the Harlingen Water Works System (approximately $404,466.22).

The resolution approves the Agreement, accepts the escrow as the financial guarantee required for plat recordation (effective upon full execution and full deposit), approves HEDC's deposit and expenditure of the funds under Section 501.073, and authorizes the City Manager to execute the Agreement and related instruments. The HEDC Board approved the Agreement on September 29, 2026.

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. GG

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

Comments:

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

SUBDIVISION IMPROVEMENT AND ESCROW AGREEMENT
(Victoria Commons Phase II Subdivision)

This Subdivision Improvement and Escrow Agreement (this "Agreement") is entered into effective as of the ____ day of _____, 2026 (the "Effective Date"), by and between the CITY OF HARLINGEN, TEXAS, a home-rule municipality of the State of Texas (the "City"), and the DEVELOPMENT CORPORATION OF HARLINGEN, INC., a Texas nonprofit economic development corporation created by the City and organized under the Development Corporation Act, Texas Local Government Code Chapters 501 and 504 ("HEDC"). The City and HEDC are each a "Party" and collectively the "Parties."

RECITALS

WHEREAS, HEDC is the owner of approximately 30.52 acres of land situated in the City of Harlingen, Cameron County, Texas, more particularly described in the final plat of the Victoria Commons Phase II Subdivision attached hereto as Exhibit A (the "Plat," and the land described therein, the "Property");

WHEREAS, the Planning and Zoning Commission of the City approved the Plat on September 22, 2026, in accordance with Chapter 109 of the Code of Ordinances of the City of Harlingen (the "Subdivision Ordinance") and Chapter 212 of the Texas Local Government Code;

WHEREAS, the development of the Property requires the construction of certain public infrastructure improvements, consisting of streets, sidewalks, storm drainage, and related facilities, but excluding water and wastewater improvements under the jurisdiction of the Harlingen Water Works System ("HWWS"), all as shown and described in the construction documents approved for construction by the City Engineer, identified in Exhibit B attached hereto (the "Construction Documents," and such improvements, the "Public Improvements");

WHEREAS, the water and wastewater improvements serving the Property are secured separately by funds escrowed by HEDC with HWWS in the approximate amount of $404,466.22, and such improvements and funds are not governed by this Agreement;

WHEREAS, Section 109-91(a)(2)b. of the Subdivision Ordinance, as amended by Ordinance No. 2025-43 (adopted August 6, 2025), provides that no plat shall be recorded until the required public improvements have been approved and accepted by the City or an appropriate financial guarantee of performance, including an escrow, has been submitted to and accepted by the City in lieu of completed construction;

WHEREAS, Sections 109-163 and 109-164 of the Subdivision Ordinance require that a financial guarantee of performance be in an amount equal to the total estimated cost of the public improvements plus thirty percent (30%), that the security not expire until construction has been

accepted by the City Engineer, that the improvements be completed within twelve (12) months from the date the plat is recorded, and that the City be the sole beneficiary of the security;

WHEREAS, the estimated cost of the Public Improvements, as prepared by HEDC's engineer and accepted by the City Engineer, is $1,446,864.07 (the "Estimated Cost"), such that the required security amount is $1,880,923.29, being one hundred thirty percent (130%) of the Estimated Cost (the "Escrow Amount");

WHEREAS, HEDC's financial accounts are maintained and managed by the City, and a cash escrow held by the City in a segregated account provides the City security for the completion of the Public Improvements that is at least as liquid and secure as an irrevocable letter of credit or surety bond;

WHEREAS, the Board of Directors of HEDC, by resolution adopted September 29, 2026, authorized the deposit of the Escrow Amount and the execution of this Agreement, and the City Commission of the City, acting both as the governing body of the City and as the governing body of HEDC's authorizing unit under Texas Local Government Code Section 501.073, by resolution adopted _____, 2026, approved this Agreement and accepted the escrow established hereby as an appropriate financial guarantee of performance under Section 109-91(a)(2)b of the Subdivision Ordinance;

WHEREAS, the Parties desire to set forth the terms upon which the escrow will be established, administered, disbursed, and released, and upon which the Plat will be recorded;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I — DEFINITIONS

Section 1.01. Defined Terms. Capitalized terms used but not defined in the body of this Agreement have the meanings assigned in the Recitals, which are incorporated into this Agreement as findings and operative provisions. "City Engineer" means the City Engineer of the City or the City Engineer's designee. "Final Acceptance" means the issuance of written letters of acceptance of the Public Improvements by the City Engineer pursuant to Section 109-268 of the Subdivision Ordinance, following approval of the as-built drawings and submission of the one-year warranty required thereby. "Cost to Complete" means, at any time, the City Engineer's good-faith estimate of the total remaining cost to complete the Public Improvements in accordance with the Construction Documents, including engineering, testing, and inspection costs.

ARTICLE II — CONSTRUCTION OF THE PUBLIC IMPROVEMENTS

Section 2.01. Obligation to Construct. HEDC shall construct, or cause to be constructed, the Public Improvements in accordance with the Construction Documents, the Subdivision

Ordinance (including the Subdivision Development Guide adopted under Section 109-250), the design and construction standards of the City, and all applicable federal, state, and local laws. The Construction Documents are incorporated into this Agreement and define the standard of performance secured hereby, as required by Section 109-164(b) of the Subdivision Ordinance. No material change to the Construction Documents shall be made without the prior written approval of the City Engineer.

Section 2.02. Completion Deadline. HEDC shall achieve Final Acceptance of the Public Improvements within twelve (12) months from the date the Plat is recorded with the County Clerk of Cameron County, Texas (the "Completion Deadline"). Where good cause exists, the City Commission may extend the Completion Deadline for one additional period not to exceed twelve (12) months, as provided by Section 109-164(c) of the Subdivision Ordinance. Any extension shall be documented by written amendment to this Agreement.

Section 2.03. Procurement and Contracting. HEDC shall award and administer the construction contract(s) for the Public Improvements in accordance with all procurement laws applicable to HEDC, including Texas Local Government Code Section 501.074 and Chapter 252, to the extent applicable. HEDC shall require its contractor(s) to furnish payment and performance bonds to the extent required by Texas Government Code Chapter 2253.

Section 2.04. Inspection and Testing. The City shall have the right to inspect and test the Public Improvements at all stages of construction in accordance with the Subdivision Development Guide. HEDC shall provide, or cause its contractor to provide, the notices, materials tickets, and testing reports required by the City's general notes for public improvement projects.

ARTICLE III — ESTABLISHMENT OF THE ESCROW

Section 3.01. Deposit of the Escrow Amount. On or before the Effective Date, HEDC shall deposit, or direct the City as manager of HEDC's accounts to transfer, the Escrow Amount of $1,880,923.29 into a segregated escrow account established and maintained by the City and designated "Victoria Commons Phase II Public Improvements Escrow" (the "Escrow Account"). The Escrow Account shall be held, invested, and accounted for by the City in accordance with the Public Funds Investment Act, Texas Government Code Chapter 2256, and the City's adopted investment policy.

Section 3.02. Nature of the Escrow; Sole Beneficiary. The funds in the Escrow Account (the "Escrowed Funds") are pledged and dedicated exclusively to the construction and completion of the Public Improvements and to the City's rights under this Agreement. The City is the sole beneficiary of the Escrowed Funds, as required by Section 109-164(e) of the Subdivision Ordinance. The Escrowed Funds shall not be commingled with other funds of HEDC, shall not be subject to reallocation, reduction, or withdrawal by HEDC except as expressly provided in this Agreement, and shall not lapse, expire, or revert to HEDC's unrestricted fund balance at the end of any fiscal year prior to release under this Agreement. Neither the adoption of any subsequent

budget nor any subsequent resolution of the HEDC Board of Directors shall impair the escrow established by this Agreement.

Section 3.03. No Expiration. The escrow established by this Agreement shall not expire until Final Acceptance and shall remain in effect through any extension of the Completion Deadline granted under Section 2.02, as required by Sections 109-164(c) and (d) of the Subdivision Ordinance.

Section 3.04. Interest. Interest and investment earnings on the Escrowed Funds shall be retained in the Escrow Account as additional security until Final Acceptance, and upon Final Acceptance shall be released to HEDC as earned.

ARTICLE IV — DISBURSEMENTS FROM THE ESCROW ACCOUNT

Section 4.01. Disbursement Requests. Escrowed Funds shall be disbursed solely to pay costs of the Public Improvements, and solely upon written disbursement requests supported by a pay estimate or pay application of HEDC's contractor or engineer, reviewed and approved in writing by the City Engineer. No disbursement shall be made for work not performed, materials not suitably stored, or costs unrelated to the Public Improvements.

Section 4.02. Retainage. Each disbursement for construction work shall be reduced by retainage of five percent (5%), which shall be withheld in the Escrow Account and released only upon Final Acceptance, consistent with any retainage required by Texas Government Code Chapter 2252, Subchapter B, and the construction contract.

Section 4.03. Minimum Balance Covenant. Notwithstanding any other provision of this Agreement, no disbursement shall be made if, after giving effect to the disbursement, the balance of the Escrow Account would be less than the sum of (i) the Cost to Complete, plus (ii) thirty percent (30%) of the Cost to Complete. The purpose of this covenant is to ensure that the security required by Section 109-164(a) of the Subdivision Ordinance remains in place at all times until Final Acceptance.

Section 4.04. Change Orders; Cost Increases. If at any time the City Engineer determines that the Cost to Complete plus the thirty percent (30%) cushion exceeds the then-current balance of the Escrow Account, HEDC shall, within thirty (30) days after written notice, deposit additional funds into the Escrow Account sufficient to restore compliance with Section 4.03. Failure to make such deposit is an Event of Default.

Section 4.05. Accounting. The City shall maintain a ledger of all deposits to and disbursements from the Escrow Account and shall provide a copy to HEDC upon request and at Final Acceptance.

ARTICLE V — DEFAULT; CITY'S RIGHT TO COMPLETE

Section 5.01. Events of Default. Each of the following is an "Event of Default" by HEDC: (a) failure to achieve Final Acceptance by the Completion Deadline, as it may be extended under Section 2.02; (b) abandonment or suspension of construction of the Public Improvements for more than sixty (60) consecutive days without the written consent of the City Engineer, other than by reason of force majeure; (c) failure to make a deposit required by Section 4.04; or (d) any other material breach of this Agreement that remains uncured thirty (30) days after written notice from the City specifying the breach, provided that if the breach cannot reasonably be cured within thirty (30) days, no Event of Default shall exist so long as HEDC commences the cure within such period and diligently prosecutes it to completion.

Section 5.02. Remedies. Upon an Event of Default, the City may, in addition to all other remedies available at law or in equity: (a) apply the Escrowed Funds, without further authorization from HEDC, to complete the Public Improvements, including by contracting directly for their completion and paying engineering, testing, inspection, legal, and administrative costs of completion; (b) suspend the issuance of permits and approvals for the Property to the extent permitted by law; and (c) recover from HEDC any cost of completing the Public Improvements in excess of the Escrowed Funds. The remedies of the City are cumulative, and the exercise of one remedy is not an election excluding any other.

Section 5.03. Surplus After Completion by City. If the City completes the Public Improvements under Section 5.02 and Escrowed Funds remain after payment of all costs of completion, the City shall release the surplus to HEDC.

ARTICLE VI — ACCEPTANCE, WARRANTY, AND RELEASE

Section 6.01. Acceptance Procedure. Upon substantial completion of the Public Improvements, HEDC shall cause its engineer of record to submit as-built drawings in the format specified by the City Engineer and shall submit the one-year warranty for all Public Improvements required by Section 109-268 of the Subdivision Ordinance. Upon approval of the as-built drawings, satisfactory final inspection, and receipt of the warranty, the City Engineer shall issue a written letter of acceptance, whereupon Final Acceptance shall have occurred and the Public Improvements shall be dedicated to and accepted by the City for public use and maintenance.

Section 6.02. One-Year Warranty. HEDC warrants the Public Improvements against defects in materials and workmanship for one (1) year following Final Acceptance and shall promptly repair or replace, at no cost to the City, any defective work identified during the warranty period. HEDC shall cause its contractor's maintenance bond or warranty obligations to run to the benefit of the City.

Section 6.03. Release of Escrowed Funds. Within thirty (30) days after Final Acceptance, the City shall release to HEDC all Escrowed Funds remaining in the Escrow Account,

including retainage and the thirty percent (30%) cushion, less any amounts applied or committed under Article V.

ARTICLE VII — RECORDATION OF THE PLAT

Section 7.01. Recordation. Upon (a) full execution of this Agreement, (b) funding of the Escrow Account in the Escrow Amount, and (c) satisfaction of all other conditions of plat approval, including HWWS requirements, tax certificates, and recording fees, the Director of Planning and Development shall cause the Plat to be recorded with the County Clerk of Cameron County, Texas, in accordance with Sections 109-91(g) and 109-269 of the Subdivision Ordinance. The Parties acknowledge that this Agreement and the Escrow Account together constitute the financial guarantee of performance accepted by the City under Section 109-91(a)(2)b of the Subdivision Ordinance for the Public Improvements.

Section 7.02. Effect of Recordation; Conveyances. Nothing in this Agreement restricts HEDC from conveying lots within the Property after recordation of the Plat; provided, however, that no conveyance shall relieve HEDC of its obligations under this Agreement.

ARTICLE VIII — MISCELLANEOUS

Section 8.01. Term. This Agreement is effective on the Effective Date and terminates upon the later of (a) Final Acceptance and release of all Escrowed Funds under Section 6.03, or (b) expiration of the one-year warranty period, except that provisions which by their nature survive termination shall survive.

Section 8.02. Governmental Immunity. Nothing in this Agreement waives or is intended to waive any governmental or sovereign immunity of the City or of HEDC, or any defense available to either Party under law, except to the extent immunity is waived by the Constitution and laws of the State of Texas.

Section 8.03. Notices. All notices under this Agreement must be in writing and are effective upon hand delivery, upon deposit with a nationally recognized overnight courier, or three (3) days after deposit in the United States mail, certified, return receipt requested, addressed: if to the City, to the City Manager, 118 E. Tyler Avenue, Harlingen, Texas 78550, with a copy to the City Attorney; and if to HEDC, to its CEO at 2424 Boxwood St. Ste 125, Harlingen, Texas 78550. Either Party may change its notice address by written notice.

Section 8.04. Governing Law; Venue. This Agreement is governed by the laws of the State of Texas. Exclusive venue for any action arising under this Agreement lies in the state courts of Cameron County, Texas.

Section 8.05. Entire Agreement; Amendment. This Agreement, together with its exhibits, is the entire agreement of the Parties concerning its subject matter and supersedes all prior

discussions and writings. This Agreement may be amended only by a written instrument executed by both Parties and approved by their respective governing bodies.

Section 8.06. Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions remain in full force, and the Parties shall reform the invalid provision to accomplish its purpose to the extent permitted by law.

Section 8.07. No Third-Party Beneficiaries; Assignment. This Agreement is for the sole benefit of the Parties. Nothing in this Agreement creates rights in any third party, including any contractor, purchaser, or lender. HEDC may not assign this Agreement without the prior written consent of the City Commission.

Section 8.08. Force Majeure. Neither Party is in default for delay caused by events beyond its reasonable control, including acts of God, extraordinary weather, epidemics, war, or governmental action other than that of the Parties, provided the affected Party gives prompt written notice and diligently resumes performance; force majeure extends the Completion Deadline day for day but does not excuse the Minimum Balance Covenant in Section 4.03.

Section 8.09. Authority. Each person signing this Agreement represents that he or she is authorized to execute it on behalf of the Party for which he or she signs, and that all governing-body approvals required by law, including approval by HEDC's authorizing unit under Texas Local Government Code Section 501.073, have been obtained.

Section 8.10. Counterparts. This Agreement may be executed in counterparts, each of which is an original and all of which together constitute one instrument.

EXECUTED to be effective as of the Effective Date.

CITY OF HARLINGEN, TEXAS

By: _____
Gabriel Gonzalez, City Manager

ATTEST:

By: _____
Mayra Herrera, City Secretary

APPROVED AS TO FORM:

By: _____
Mark E. Sossi, City Attorney

DEVELOPMENT CORPORATION OF HARLINGEN, INC

By: _____
Saarang Jay Rama, President

Attest:

By: _____
Javier Segura, Secretary

LIST OF EXHIBITS

Exhibit A — Final Plat, Victoria Commons Phase II Subdivision

Exhibit B — Construction Documents and Engineer's Estimate of Cost (as accepted by the City Engineer)

Exhibit C — Form of Disbursement Request and Pay Application Approval

Exhibit D — HEDC Board Resolution No. ____ and City Commission Resolution No. ____

RESOLUTION NO. 2026-_____

STATE OF TEXAS

COUNTY OF CAMERON

CITY OF HARLINGEN

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HARLINGEN, TEXAS, (1) APPROVING A SUBDIVISION IMPROVEMENT AND ESCROW AGREEMENT BETWEEN THE CITY OF HARLINGEN AND THE DEVELOPMENT CORPORATION OF HARLINGEN, INC. FOR THE PUBLIC IMPROVEMENTS SERVING VICTORIA COMMONS PHASE II SUBDIVISION; (2) ACCEPTING THE CASH ESCROW OF $1,880,923.29 ESTABLISHED UNDER THE AGREEMENT AS THE FINANCIAL GUARANTEE OF PERFORMANCE REQUIRED FOR PLAT RECORDATION UNDER SECTION 109-91(a)(2)b OF THE CODE OF ORDINANCES; (3) APPROVING, UNDER TEXAS LOCAL GOVERNMENT CODE SECTION 501.073, THE CORPORATION'S DEPOSIT AND EXPENDITURE OF THOSE FUNDS; AND (4) AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND RELATED INSTRUMENTS.

WHEREAS, the Development Corporation of Harlingen, Inc. ("HEDC") is a Texas nonprofit economic development corporation created by the City of Harlingen, Texas (the "City") and organized under the Development Corporation Act, Chapters 501 and 504 of the Texas Local Government Code, and the City is HEDC's authorizing unit; and

WHEREAS, HEDC owns approximately 30.52 acres of land in the City, Cameron County, Texas, known as the Victoria Commons Phase II Subdivision (the "Property"), and the Planning and Zoning Commission approved the final plat of the Property on September 22, 2026 (the "Plat"); and

WHEREAS, development of the Property requires construction of public improvements consisting of streets, sidewalks, storm drainage, and related facilities, as shown in construction documents approved by the City Engineer (the "Public Improvements"), excluding water and wastewater improvements under the jurisdiction of the Harlingen Water Works System, which are secured separately by funds of approximately $404,466.22 escrowed by HEDC with that system; and

WHEREAS, Section 109-91(a)(2)b of the Code of Ordinances of the City of Harlingen, as amended by Ordinance No. 2025-43, provides that no plat shall be recorded until the required public improvements have been approved and accepted by the City, or an appropriate financial guarantee of performance, including an escrow, has been submitted to and accepted by the City in lieu of completed construction; and

WHEREAS, Sections 109-163 and 109-164 of the Code of Ordinances require that a financial guarantee of performance equal the total estimated cost of the public improvements plus thirty percent (30%), not expire until the improvements are accepted by the City Engineer, secure completion within twelve (12) months after the plat is recorded, and name the City as sole beneficiary; and

WHEREAS, the estimated cost of the Public Improvements, as prepared by HEDC's engineer and accepted by the City Engineer, is $1,446,864.07, and the required security is $1,880,923.29, being one hundred thirty percent (130%) of that estimate (the "Escrow Amount"); and

WHEREAS, the City and HEDC have negotiated a Subdivision Improvement and Escrow Agreement – Victoria Commons Phase II Subdivision (the "Agreement"), under which HEDC will deposit the Escrow Amount into a segregated account held by the City, of which the City is the sole beneficiary, to secure construction and completion of the Public Improvements; and

WHEREAS, the Board of Directors of HEDC, by Resolution No. _____ adopted September 29, 2026, approved the Agreement and authorized the deposit of the Escrow Amount; and

WHEREAS, Section 501.073(a) of the Texas Local Government Code requires the authorizing unit to approve all programs and expenditures of a development corporation, and the City Commission, acting both as the governing body of the City and as the governing body of HEDC's authorizing unit, desires to grant that approval for the deposit and expenditure of the Escrow Amount; and

WHEREAS, the City Commission finds that the Public Improvements are streets, drainage, site improvements, and related improvements required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, and are a project HEDC may undertake under Section 501.103 of the Texas Local Government Code; and

WHEREAS, the City Commission finds that approval of the Agreement and acceptance of the escrow are in the best interests of the City and its residents;

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

SECTION 1. Findings. The recitals set forth above are found to be true and correct and are incorporated into this Resolution as findings of the City Commission.

SECTION 2. Approval of Agreement. The Subdivision Improvement and Escrow Agreement – Victoria Commons Phase II Subdivision between the City and HEDC, substantially in the form attached to this Resolution as Exhibit A, is approved.

SECTION 3. Acceptance of Escrow as Financial Guarantee. The cash escrow of $1,880,923.29 established under the Agreement is accepted as the appropriate financial guarantee of performance for the Public Improvements under Section 109-91(a)(2)b of the Code of Ordinances, in lieu of completed construction. This acceptance

is effective upon the later of: (a) full execution of the Agreement; and (b) deposit of the full Escrow Amount into the segregated escrow account described in the Agreement. Upon that date and satisfaction of all other conditions of plat approval, the Director of Planning and Development is authorized to cause the Plat to be recorded as provided in Section 7.01 of the Agreement.

SECTION 4. Approval Under Section 501.073. Acting as the governing body of HEDC's authorizing unit under Section 501.073 of the Texas Local Government Code, the City Commission approves:

(a) HEDC's deposit of the Escrow Amount of $1,880,923.29 into the escrow account established under the Agreement, including by transfer by the City as manager of HEDC's accounts;

(b) the expenditure of the escrowed funds, and interest and earnings on them, to pay the costs of the Public Improvements, and their application by the City upon an event of default, in accordance with the Agreement; and

SECTION 5. Authorization to Execute. The City Manager is authorized to execute the Agreement on behalf of the City, and to execute and deliver related instruments, including escrow account documents, disbursement approvals, and certificates, and to take all other actions necessary to carry out the Agreement and this Resolution. The City Manager may approve changes to the Agreement before execution that do not materially alter its terms, if approved as to form by the City Attorney. This Resolution does not delegate the City Commission's authority to extend the Completion Deadline under Section 2.02 of the Agreement or to approve amendments under Section 8.05.

SECTION 6. Exhibit to Agreement. The City Secretary shall attach a certified copy of this Resolution to the Agreement as part of Exhibit D.

SECTION 7. Open Meetings. The City Commission finds that the meeting at which this Resolution was adopted was open to the public, and that notice of the time, place, and subject matter of the meeting was given as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code.

SECTION 8. Effective Date. This Resolution takes effect immediately upon its adoption, subject to Section 3.

PASSED, APPROVED, 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 the provisions of the Texas Open Meetings Act.

CITY OF HARLINGEN, TEXAS

_____
[Name], Mayor

ATTEST:

_____
Mayra Herrera, City Secretary

APPROVED AS TO FORM:

_____
Mark E. Sossi, City Attorney

Exhibit A: Subdivision Improvement and Escrow Agreement – Victoria Commons Phase II Subdivision

RESOLUTION 2026

STATE OF TEXAS

COUNTY OF CAMERON

WHEREAS the Development Corporation of Harlingen, Inc. ("HEDC") is the owner of approximately 30.52 acres of property located within the City of Harlingen, Texas, known as the Victoria Commons Phase II Subdivision; and

WHEREAS development of the Property requires the construction of certain public improvements, including streets, sidewalks, storm drainage, and related facilities; and

WHEREAS the City of Harlingen and HEDC have negotiated a Subdivision Improvement and Escrow Agreement – Victoria Commons Phase II Subdivision (the "Agreement") establishing the requirements for construction of the public improvements and the establishment of an escrow securing completion of such improvements; and

WHEREAS the Board of Directors of HEDC has reviewed the Agreement and determined that approval thereof is in the best interests of HEDC.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DEVELOPMENT CORPORATION OF HARLINGEN, INC.:

The Subdivision Improvement and Escrow Agreement – Victoria Commons Phase II Subdivision, substantially in the form presented to the Board, is hereby approved. The Board President is hereby authorized to execute the agreement and take all other actions necessary to effectuate the agreement.

APPROVED THIS _____ day of September 2026, at a regular meeting of the Board of Directors of the Development Corporation of Harlingen, Inc., at which a quorum was present, and which was held in accordance with provisions of the Texas Open Meetings Act.

DEVELOPMENT CORPORATION OF HARLINGEN, INC.

_____
Saarang Jay Rama, President

Attest:

_____
Javier Segura, Secretary

Approved as to form:

_____
Alan T. Ozuna, General Counsel

OWNERS ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF CAMERON

I (WE), THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS THE VICTORIA COMMONS PHASE II SUBDIVISION TO THE CITY OF HARLINGEN, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC (AS APPLICABLE) ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, WATER LINES, SEWER LINES, STORM DRAINS, FIRE HYDRANTS AND PUBLIC PLACES WHICH ARE INSTALLED THEREON, SHOWN OR NOT SHOWN, IF REQUIRED OTHERWISE TO BE INSTALLED OR DEDICATED UNDER THE SUBDIVISION APPROVAL PROCESS OF THE CITY OF HARLINGEN, ALL THE SAME FOR THE PURPOSES THEREIN EXPRESSED, EITHER ON THE PLAT HEREOF OR ON THE OFFICIAL MINUTES OF THE APPLICABLE AUTHORITIES OF THE CITY OF HARLINGEN.

ORLANDO CAMPOS, CEO
DEVELOPMENT CORPORATION OF HARLINGEN, INC

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ORLANDO CAMPOS, KNOWN TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF __________, 20__.

NOTARY PUBLIC, CAMERON COUNTY, TX

CERTIFICATION FOR COUNTY CLERK

RECORDING INFORMATION

THE STATE OF TEXAS
COUNTY OF CAMERON

I, SYLVIA GARZA-PEREZ, COUNTY CLERK OF CAMERON COUNTY, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED AND DULY RECORDED ON THE ____ DAY OF __________ 20__ AT ______ O'CLOCK __M IN THE MAP RECORDS OF CAMERON COUNTY, TEXAS, DOCUMENT NO. __________

BY: ______________ DEPUTY

HARLINGEN WATERWORKS

THIS SUBDIVISION PLAT WAS APPROVED BY HARLINGEN WATERWORKS SYSTEM ON THIS ______ DAY OF __________, 2026.

HARLINGEN WATERWORKS — DATE
GABRIEL E. TREVINO JR, P.E.
UTILITY ENGINEER

CITY OF HARLINGEN

I, THE UNDERSIGNED, CITY ENGINEER, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

CITY OF HARLINGEN ENGINEER — DATE

I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF HARLINGEN, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

CHAIRMAN OF THE PLANNING AND ZONING — DATE

I, THE UNDERSIGNED, MAYOR OF THE CITY OF HARLINGEN, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

MAYOR — DATE

ATTEST:
CITY SECRETARY

TAX CERTIFICATE

STATE OF TEXAS
COUNTY OF CAMERON

THE UNDERSIGNED HEREBY CERTIFIES THAT ALL AD VALOREM TAXES OWED TO ALL OF THE TAXING UNITS REPRESENTED BY THE UNDERSIGNED ARE CURRENTLY PAID IN FULL FOR THE AREA INSIDE THE BOUNDARIES OF VICTORIA COMMONS PHASE II SUBDIVISION.

WITNESS MY HAND ON THIS ____ DAY OF __________, 20____.

EDELMIRO "EDDIE" GARCIA
TAX ASSESSOR-COLLECTOR

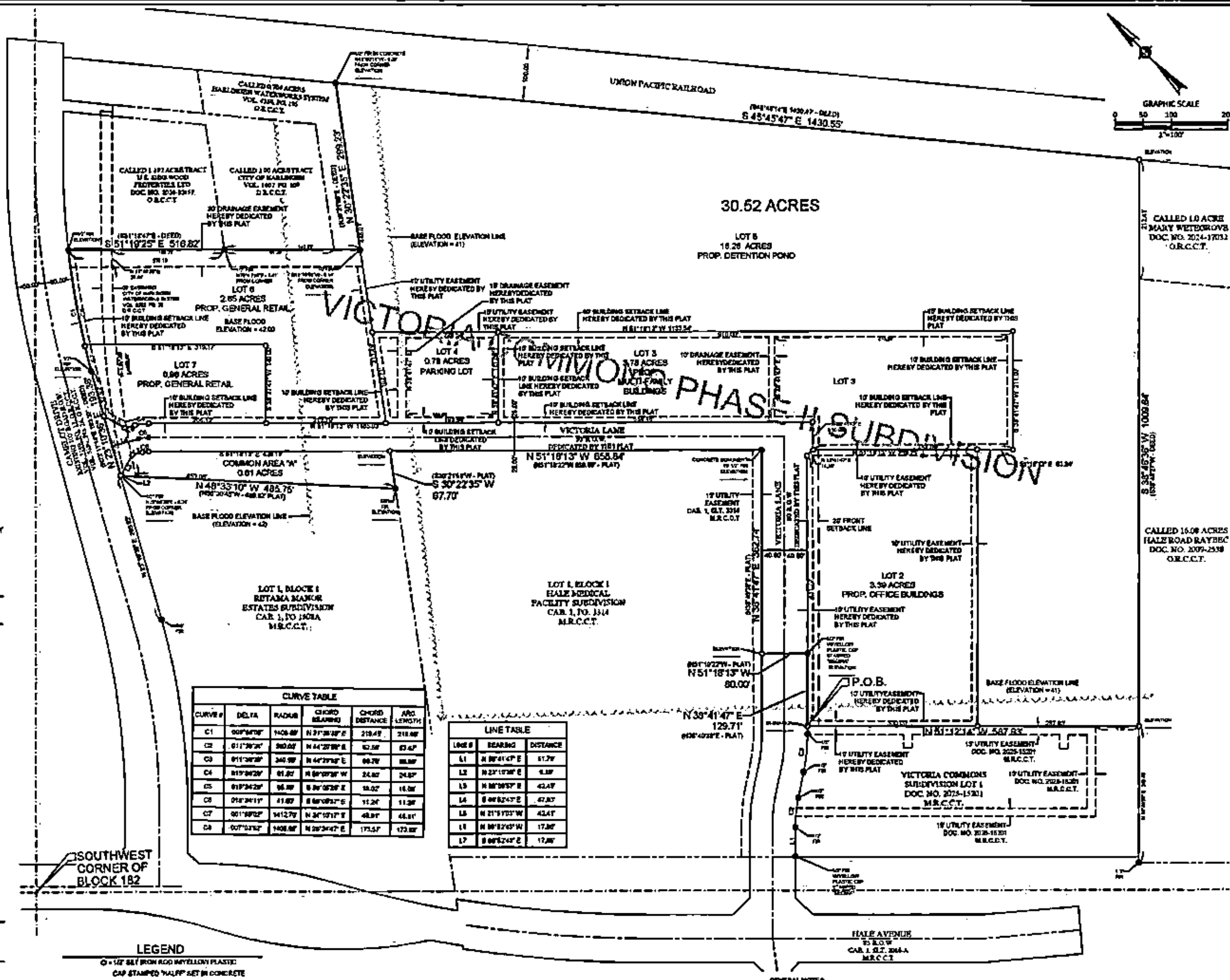
BY: ______________
DEPUTY

DRAINAGE DISTRICT NO. #3

CAMERON COUNTY DRAINAGE DISTRICT NO.3 HEREBY APPROVES THE SUBDIVISION ON THE CONDITION THAT THE DISTRICT DOES NOT WARRANT THE ADEQUACY OF ITS DRAINAGE SYSTEM IN CASE OF HEAVY RAINFALL, THAT IT WILL NOT BE CALLED UPON BY PRESENT OR FUTURE OWNERS OF ANY LOT OR LOTS IN THIS SUBDIVISION, TO CORRECT ANY DRAINAGE OR FLOODING PROBLEMS ON ANY OF THE LOTS IN SET SUBDIVISION, AND THAT NO STRUCTURE (INCLUDING WITHOUT LIMITATION, FENCES AND BUILDINGS) SHALL BE CONSTRUCTED OR ERECTED ON ANY DRAINAGE RIGHT OF WAY OR DRAINAGE EASEMENT OF THE DISTRICT SHOWN ON THIS PLAT. APPROVAL IS GIVEN ONLY AS IT RELATES TO OTHER MATTERS. ANY FAILURE TO RECORD THIS PLAT IN THE OFFICE OF THE COUNTY CLERK OF CAMERON COUNTY WITHIN ONE YEAR AFTER THIS DATE SHALL CAUSE APPROVAL TO BECOME VOID.

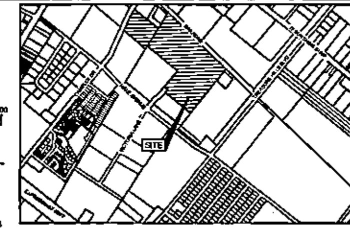
DATED THIS ______ DAY OF ______________, 2026.

PRESIDENT



CURVE TABLE					
CURVE #	DELTA	RADIUS	CHORD BEARING	CHORD DISTANCE	ARC LENGTH
C1	[illegible]	1406.60'	N 21°[illegible] E	219.45'	219.[illegible]
C2	011°[illegible]	[illegible]	N 44°[illegible] E	[illegible]	[illegible]
C3	011°[illegible]	340.[illegible]	N 44°[illegible] E	[illegible]	[illegible]
C4	015°[illegible]	[illegible]	N [illegible] W	24.[illegible]	24.[illegible]
C5	01[illegible]	[illegible]	S [illegible] E	18.02'	16.[illegible]
C6	[illegible]	41.[illegible]	S [illegible]	11.24'	11.2[illegible]
C7	001°[illegible]	1412.7[illegible]	N 24°10'17" E	[illegible]	44.[illegible]
C8	007°[illegible]	1406.[illegible]	N 2[illegible] E	173.5[illegible]	173.[illegible]

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N [illegible] E	51.7[illegible]
L2	N 23°[illegible] E	[illegible]
L3	N [illegible] E	42.4[illegible]
L4	S [illegible] E	47.[illegible]
L5	N 21°51'03" W	42.4[illegible]
L6	N [illegible] W	17.[illegible]
L7	S [illegible] E	17.[illegible]



LOCATION MAP
SCALE: 1"=2000'

OWNER: ORLANDO CAMPOS, CEO
DEVELOPMENT CORPORATION
OF HARLINGEN, INC
2424 BOXWOOD ST.,
SUITE 125
HARLINGEN, TEXAS 78550
PHONE: 956-216-5081

METES AND BOUNDS DESCRIPTION
OF A
30.52 ACRE TRACT

[illegible]

Said described tract of land containing 30.52 acres, more or less.

LEGEND

- ○ = 1/2" SET IRON ROD W/YELLOW PLASTIC CAP STAMPED "HALFF" SET IN CONCRETE
- ( ) = RECORDED INFORMATION
- FIR = FOUND IRON ROD AS NOTED
- M.R.C.C.T. = MAP RECORDS, CAMERON COUNTY, TEXAS
- O.R.C.C.T. = OFFICIAL RECORDS CAMERON COUNTY TEXAS
- D.R.C.C.T. = DEED RECORDS CAMERON COUNTY TEXAS
- R.O.W. = RIGHT-OF-WAY
- VOL. = VOLUME
- PG. = PAGE
- CAB. = CABINET
- SLT. = SLOT
- BM = BENCHMARK
- P.O.B. = POINT OF BEGINNING
- DOC. NO. = DOCUMENT NUMBER

PRELIMINARY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.
RELEASE DATE:
09/14/2026
FOR REVIEW ACCOUNT

ENGINEER'S CERTIFICATE

I, BERENICE CHAPA, THE UNDERSIGNED, AN REGISTERED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING AND HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

BERENICE CHAPA, P.E. — DATE
TEXAS REGISTRATION NO. 147005

SURVEYOR'S CERTIFICATE

I, GUADALUPE B. NUNEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THE ABOVE SUBDIVISION IS TRUE AND CORRECT; WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND; THAT ALL BOUNDARY CORNERS, ANGLE POINTS, POINTS OF CURVATURE AND OTHER POINTS OF REFERENCE HAVE BEEN MARKED WITH SUITABLE PERMANENT MONUMENTS OF THE SIZE AND TYPE NOTED.

GUADALUPE B. NUNEZ JR. — DATE
TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR NO. [illegible]

GENERAL NOTES

1. Basis of bearing is referenced to the Texas State Plane Coordinate System, Texas South Zone 4205, North American Datum of 1983 (NAD83) 2011 Adjustment, EPOCH 2010.00, GEOID 18. The Survey Vertical Datum is the North American Vertical Datum of 1988 (NAVD88). All distances are shown in Grid and U.S. Survey feet.
2. The subject property lies within in Zone "AE" as delineated on Flood Insurance Rate Map, Panel Number [illegible], dated February 16, 2018 and, as published by the Federal Emergency Management Agency. Zone "AE" is defined as "Base Flood Elevations determined". [illegible]
3. Floodplain Development Permit is required at the time of construction. Base Flood Elevation Lines with elevations 41 and 42 are shown on drawing.
4. Project Organic CLOMR-F study Case Number 24-06-2179C performed and approved by Federal Emergency Management Agency dated September 23, 2024 [illegible]
5. This survey was prepared with the benefit of a Title Commitment GF No. [illegible] as issued by Title Resources Group on April 24, 2025 [illegible] by Title Resources Group on December 22, 2025 with an effective date of November 19, 2025.
6. Subject property has access to Victoria Lane.
7. There are no visible encroachments, visible overlapping, apparent conflicts or visible [illegible] hereon.
8. Minimum building finished floor elevation shall be no less than at 18 inches above the top of curb of highest elevation on the street, 18 inches above Base Flood Elevation, or 43.00' per CLOMR-F, whichever is greater.
9. Drainage improvements shall be required during the building permit phase. The improvements shall be based on the adopted drainage and detention requirements at the time of the subdivision application dated March 27, 2026.
10. Onsite drainage improvements will be private. The underground drainage system will discharge into the drainage easement located Lot 5 of the site maintained by Harlingen Economic Development Corporation.
11. A 5-ft, ADA compliant sidewalk with associated ADA curb ramps shall be constructed along Victoria Lane and Camelot Drive at the time of building construction.
12. Common Area A is a non-buildable lot and is to be used for landscaping and parking areas. Owner responsible for ownership and maintenance.
13. Setbacks:
 LOT 2: Front: 20'
 Rear: 10' OR UTILITY EASEMENT WHICHEVER IS GREATER
 Side: 10' OR UTILITY EASEMENT WHICHEVER IS GREATER
 LOT 3-8: Front: 10' OR UTILITY EASEMENT WHICHEVER IS GREATER
 Rear: 10' OR UTILITY EASEMENT WHICHEVER IS GREATER
 Side: 10' OR UTILITY EASEMENT WHICHEVER IS GREATER
14. UTILITIES SHALL BE PROVIDED BY:
 WATER AND WASTEWATER: HARLINGEN WATERWORKS SYSTEM
 ELECTRICAL: AEP
 SOLID WASTE: CITY OF HARLINGEN
15. Pursuant to Section [illegible] of the Code of Ordinances, Chapter 109 a Park Land Dedication fee of $300 per lot/unit is required for new subdivisions.
16. Lot 2 - Commercial
 Lot 3 - Residential
 Lot 4 - Commercial
 Lot 5 - Detention
 Lot 6 - Commercial
 Lot 7 - Commercial
17. Lot 5 shall remain undeveloped and shall be utilized primarily as a detention pond area; however, its use shall not be restricted solely to such purpose. A non-exclusive cross-access and shared parking easement is hereby established between Lot 2 and Lot 5 for the purposes of vehicular access, circulation, parking, and other related site functions. The property owners shall be responsible for maintaining the shared parking and cross-access arrangement. This easement and agreement shall run with the land and shall be binding upon all present and future owners of Lots 2 and 5.
18. A Non-Exclusive cross-access and shared parking agreement is hereby established between Lot 4, Lot 6, and Lot 7, for the purpose of vehicular access, circulation, parking and related site functions. Parking spaces within the shared parking area may be counted toward the off-street parking requirements of either lot. The property owners shall maintain this shared parking and cross-access agreement and such agreement shall run with the land and be binding on all present and future owners.

7 LOTS
FINAL PLAT
VICTORIA COMMONS PHASE II SUBDIVISION

BEING A 30.52 ACRE TRACT OF LAND, MORE OR LESS, OUT OF BLOCK 182, SAN BENITO LAND AND WATER COMPANY SUBDIVISION, CONCEPCION DE CARRICITOS GRANT, IN CAMERON COUNTY, TEXAS.

PREPARED FOR:
DEVELOPMENT CORPORATION OF HARLINGEN, INC

halff

DRAWN BY: J.R.G. — JOB NO.: 53091-006
SEPTEMBER 2026
SHEET 1 OF 1

Harlingen Economic Development Corporation

CHECK REQUISITION

NOTICE: All required documents must be submitted with check requisition in order for payment to be processed.

Vendor Name _____ **Vendor Number** _____

Mailing _____ _____ **New Vendor**

Address _____

City, State, Zip _____ **Bank No. 5**

Account Number	Date	Invoice Number	Amount
		Total Check Amount	$ -

Description of Services

_____

_____

Special Handling Instructions

_____ Hold Check for Pickup _____ Send Paperwork with Check
(Please attach and identify copies to be mailed with check.)

I hereby certify that the above items have been received or the services performed as stated and that the **funds are available** from the budget account(s) indicated above. I also certify that these expenditures are in compliance with the Harlingen's Economic Development Corporation purchasing policies and procedures.

Signature _____ _____

Manager and Chief Executive Officer **Date**

Signature _____ _____

Board Member **Date**

CONSTRUCTION PLANS
FOR

VICTORIA COMMONS PHASE II

PUBLIC IMPROVEMENTS
90% SUBMITTAL

HARLINGEN, TX
AUGUST 2026

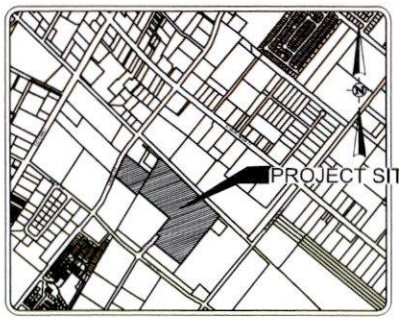
REVISION TABLE		
ID	DATE	DESCRIPTION

ENGINEER

HALFF
5000 W. MILITARY HIGHWAY STE 100
MCALLEN, TX 78503
CONTACT: BERENICE CHAPA
EMAIL: BCHAPA@HALFF.COM
TEL: 956.664.0286
FIRM/ BUSINESS NO.: F-312 STATE: TX

SURVEYOR

HALFF
1075 PAREDES LINE RD. SUITE B
BROWNSVILLE, TX 78542
CONTACT: GUADALUPE NUNEZ
EMAIL: GNUNEZ@HALFF.COM
TEL: 956.303.7106



LOCATION MAP
NOT TO SCALE

Sheet List Table		
Sheet Number	Sheet Title	REVISION
G-000	COVER SHEET	
G-001	GENERAL NOTES	
G-002	DEMOLITION PLAN	
G-003	CROSS SECTIONS	
G-004	PHASING PLAN	
C-100	OVERALL PAVING PLAN	
C-101	PAVING & DIMENSIONAL CONTROL PLAN	
C-102	PAVING & DIMENSIONAL CONTROL PLAN	
C-103	PAVING & DIMENSIONAL CONTROL PLAN	
C-104	FIRE ROUTE	
C-105	POND CROSS SECTIONS	
C-200	OVERALL GRADING	
C-201	GRADING PLAN (SHEET 1 OF 3)	
C-202	GRADING PLAN (SHEET 2 OF 3)	
C-203	GRADING PLAN (SHEET 3 OF 3)	
C-204	GRADING DETAILS	
C-205	GRADING DETAILS	
C-300	EXISTING DRAINAGE AREA MAP	
C-301	PROPOSED DRAINAGE AREA MAP	
C-302	PROPOSED DRAINAGE AREA MAP	
C-400	OVERALL DRAINAGE PLAN	
C-401	DRAINAGE PLAN	
C-402	DRAINAGE PLAN	
C-403	DRAINAGE PROFILE	
C-404	DRAINAGE PROFILE	
C-405	DRAINAGE PROFILE	
C-406	DRAINAGE CALCULATIONS	
C-500	WATER PLAN	
C-600	WASTEWATER PLAN	
C-601	WASTEWATER PROFILE	
C-700	SUGGESTED EROSION CONTROL PLAN	
C-800	PAVING DETAILS	
C-801	DRAINAGE DETAILS	
C-802	DRAINAGE DETAILS	
C-803	DRAINAGE DETAILS	
C-804	DRAINAGE DETAILS	
C-805	DRAINAGE DETAILS	
C-806	WATER DETAILS	
C-807	WASTEWATER DETAILS	
C-808	EROSION CONTROL DETAILS	

SURVEYED DATE:

MARCH, 2023

BENCHMARK(S):

BENCHMARK (TBM #1)
SET SQUARE CUT ON TOP OF CURB
INLET LOCATED NEAREST THE INTERSECTION OF
HALE AVE AND CAMELOT DR
ELEVATION: 39.91
N= 16584805.31
E= 1256247.37

BENCHMARK (TBM #2):
SET SQUARE CUT ON TOP OF CONCRETE SIDEWALK
LOCATED NEAREST THE INTERSECTION OF HALE
AVE AND N ED CAREY DR
ELEVATION: 40.63
N= 16585125.39
E= 1259857.50

OWNER/CLIENT:

H★RLINGEN
ECONOMIC DEVELOPMENT

2424 BOXWOOD ST, SUITE 125
HARLINGEN, TX 78550
TEL. 956.214.5081
WWW.HARLINGENEDC.COM

PREPARED BY:

halff

5000 W. MILITARY HIGHWAY STE 100
MCALLEN, TX 78503
TEL. 956.664.0286 FAX 956.664.0284
www.halff.com

LEGAL DESCRIPTION:

1. LOT C & D BLOCK 182 SAN BENITO LAND & WATER CO SUBD HARLINGEN 25.73 AC OUT OF 26.93 AC OF 41.21 ACRES.
2. SAN BENITO LAND & WATER COMPANY BLOCKS 181 - 182 SOFF& WOFCAN, 4.787 ACRES OUT OF 11.936 ACS

PROPERTY LOCATION:

1. LOCATED ON THE INTERSECTION OF ED CAREY AND HALE AVE. IN HARLINGEN, TEXAS.

ZONING:

1. ACCORDING TO THE CITY OF HARLINGEN'S ZONING MAP, THE PROPERTY IS CURRENTLY DESIGNATED FOR GENERAL RETAIL USE. ON MARCH 10, THE SITE WAS PRESENTED AT A PLANNING AND ZONING COMMISSION MEETING, DURING WHICH IT WAS REZONED TO PLANNED DEVELOPMENT.

LAND USE SUMMARY:

1. LAND TO BE USED FOR PLANNED DEVELOPMENT.

PRELIMINARY
FOR INTERIM REVIEW ONLY

THESE DOCUMENTS ARE FOR INTERIM REVIEW AND NOT INTENDED FOR REGULATORY APPROVAL, PERMIT, RECORD OR CONSTRUCTION PURPOSES. THEY WERE PREPARED BY OR UNDER THE SUPERVISION OF:

BERENICE CHAPA — 147865
NAME — PE LICENSE NO.
SIGNATURE
DATE
F-312 — TX
FIRM / BUSINESS NO. — STATE

811
Know what's below. Call before you dig.

THE INFORMATION SHOWN ON THESE DRAWINGS INDICATING SIZE, TYPE AND LOCATION OF UNDERGROUND, SURFACE, AND AERIAL UTILITIES IS NOT GUARANTEED TO BE EXACT OR COMPLETE. THE CONTRACTOR SHALL CONTACT THE "TEXAS 811" SYSTEM AT 1-800-344-8377 (DIG TESS) 48 HOURS PRIOR TO BEGINNING ANY EXCAVATION FOR EXISTING UTILITY LOCATIONS. THE CONTRACTOR SHALL ALSO BE FULLY RESPONSIBLE FOR FIELD VERIFYING LOCATIONS AND ELEVATIONS OF ALL EXISTING UTILITIES AFFECTED BY CONSTRUCTION FOR THIS PROJECT IN ORDER TO AVOID DAMAGING THOSE UTILITIES, AND SHALL IMMEDIATELY ARRANGE FOR REPAIR AND RESTORATION OF CONTRACTOR-DAMAGED UTILITIES TO THE UTILITY COMPANY'S APPROVAL AT THE EXPENSE OF THE CONTRACTOR.

AVO: 53001.007 DATE: AUGUST 2026

C-000

FILE NAME: A:\53000s\53001\007\LDC\ACD\Sheets\C000-PLAN-COVER-53001.007.dwg DATE: August 28, 2026, TIME: 3:55 PM, USER: alvi175

GENERAL CONSTRUCTION NOTES:

1. ALL MATERIALS, WORKMANSHIP AND IMPROVEMENTS TO BE IN ACCORDANCE WITH CITY OF HARLINGEN CODES, INCLUDING THE CURRENT CITY OF HARLINGEN STANDARD CONSTRUCTION DETAILS AND TECHNICAL SPECIFICATIONS.
2. THE SUBCONTRACTOR SHALL VERIFY ALL HORIZONTAL AND VERTICAL DIMENSIONS AND THE LOCATION OF EXISTING AND PROPOSED PROJECT ELEMENTS PRIOR TO CONSTRUCTION. ANY DISCREPANCIES BETWEEN PLAN DIMENSIONS AND ACTUAL FIELD CONDITIONS SHALL IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE ENGINEER.
3. THE SUBCONTRACTOR SHALL NOTIFY THE CITY OF HARLINGEN ENGINEERING DEPARTMENT 48-HOURS PRIOR TO COMMENCING ANY CONSTRUCTION ACTIVITY.
4. SUBCONTRACTOR TO PLAN AND PERFORM HIS WORK IN A MANNER THAT WILL PERMIT SAFE PUBLIC TRAFFIC MOVEMENT ON ALL STREETS.
5. THE SUBCONTRACTOR SHALL PLAN AND SEQUENCE ALL CONSTRUCTION ACTIVITY IN SUCH A MANNER THAT WILL PERMIT SAFE PEDESTRIAN AND VEHICULAR MOVEMENT.
6. SUBCONTRACTOR SHALL PROVIDE PROTECTIVE DEVICES SUCH AS SIGNS, LIGHTS, SIGNALS, AND OTHER DEVICES, AS NEEDED FOR THE SAFETY OF THE PUBLIC AND WORKERS, AT NO ADDITIONAL EXPENSE TO THE CITY OF HARLINGEN.
7. SUBCONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION AND SAFETY OF THE WORK SITE, WORKERS, MATERIALS AND EQUIPMENT.
8. THE DRAWINGS AND SPECIFICATIONS REPRESENT THE COMPLETED SITE WORK. THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE SUBCONTRACTOR SHALL PROVIDE ALL MEASURES AND MEANS NECESSARY TO PROTECT PERSONS AND STRUCTURES DURING CONSTRUCTION. OBSERVATION BY THE ENGINEER OR THE CITY DOES NOT INCLUDE REVIEW OF THESE MEASURES.
9. CONSTRUCTION STAKING AND SURVEYING SHALL BE PROVIDED BY THE SUBSUBCONTRACTOR AND AT SUBCONTRACTOR'S EXPENSE. ALL DIMENSIONS ARE TO FACE OF CURBS UNLESS SHOWN OTHERWISE.
10. SUBCONTRACTOR TO COORDINATE WITH THE OWNER ON WORK SCHEDULES, TESTING, GENERAL INSPECTION, AND OPERATION AND LOCATION OF EXISTING LINES.
11. THE SUBCONTRACTOR IS RESPONSIBLE FOR SCHEDULING ALL CONSTRUCTION MATERIALS TESTING AND GENERAL INSPECTIONS. THE SUBCONTRACTOR SHALL COORDINATE THROUGH THE CITY OF HARLINGEN'S DESIGNATED FIELD REPRESENTATIVE A MINIMUM OF 24-HOURS PRIOR TO TESTING OR INSPECTION. FAILURE TO BE PREPARED FOR TESTING MAY RESULT IN TRAVEL CHARGES. RE-TESTING WILL BE BORNE BY THE SUBCONTRACTOR.
12. WORK REQUIRED TO BE INSPECTED BY THE CITY SHALL OCCUR DURING REGULAR WORKING HOURS, MONDAY THROUGH FRIDAY. NO WORK TO OCCUR DURING CITY HOLIDAYS, NON-WORKING HOURS ON MONDAY THROUGH FRIDAY, AND WEEKENDS UNLESS APPROVED BY THE CITY. INSPECTION OVERTIME COSTS TO BE BORNE BY SUBCONTRACTOR.
13. MATERIAL TESTING SHALL BE PROVIDED BY THE OWNER. RE-TEST TO BE AT SUBCONTRACTOR'S EXPENSE.
14. THE SUBCONTRACTOR SHALL INSPECT ALL MATERIALS AT DELIVERY AND NOTIFY THE OWNER'S REPRESENTATIVE OF ANY DAMAGED OR QUESTIONABLE MATERIALS. ANY DAMAGED OR QUESTIONABLE MATERIAL INSTALLED WITHOUT PRIOR INSPECTION BY THE CITY SHALL BE REMOVED AT THE SUBCONTRACTOR'S EXPENSE.
15. SUBCONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED AND AT SUBCONTRACTOR'S EXPENSE.
16. THE SUBCONTRACTOR IS ENCOURAGED TO INSPECT AND DOCUMENT THE PRE-CONSTRUCTION CONDITION OF ALL PRIVATE DRIVEWAYS, MAILBOXES, PAVEMENT AREAS, SIDEWALKS, CURB AND GUTTER THAT IS TO BE AFFECTED BY PROPOSED CONSTRUCTION PRIOR TO COMMENCING.
17. ANY DAMAGE TO EXISTING PAVEMENT, DRAINAGE OR EXISTING STRUCTURES SHALL BE REPAIRED TO PRECONSTRUCTION CONDITION OR BETTER AT SUBCONTRACTOR'S EXPENSE. EXISTING STRUCTURES MAY INCLUDE BUT ARE NOT LIMITED TO PAVEMENT, INLETS, MANHOLES, FENCES, SPRINKLER SYSTEMS, LAWNS, SIDEWALKS OR PRIVATE PROPERTY.
18. THESE PLANS, PREPARED BY HALFF ASSOCIATES, INC. DO NOT EXTEND TO OR INCLUDE DESIGN OF SYSTEMS PERTAINING TO THE SAFETY OF THE CONSTRUCTION SUBCONTRACTOR OR ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN THE PERFORMANCE OF THE WORK. THE SEAL OF HALFF ASSOCIATES, INC. REGISTERED PROFESSIONAL ENGINEER(S) HEREON DOES NOT EXTEND TO ANY SUCH SAFETY SYSTEMS THAT MAY NOW OR HEREAFTER BE INCORPORATED IN THESE PLANS. THE CONSTRUCTION SUBCONTRACTOR SHALL PREPARE OR OBTAIN THE APPROPRIATE SAFETY SYSTEMS, INCLUDING THE PLANS AND SPECIFICATIONS REQUIRED BY THE HOUSE BILLS 662 AND 665 ENACTED BY THE TEXAS LEGISLATURE IN THE 70TH LEGISLATURE REGULAR SESSION.
19. SUBCONTRACTOR SHALL GIVE NOTICE TO ALL AUTHORIZED INSPECTORS, SUPERINTENDENTS, OR PERSONS IN CHARGE OF PRIVATE AND PUBLIC UTILITIES AFFECTED BY HIS OPERATIONS PRIOR TO COMMENCEMENT OF WORK. NOTIFY TEXAS ONE CALL FOR UTILITY LOCATIONS PRIOR TO ANY AND ALL EXCAVATIONS.
20. SUBCONTRACTOR TO EXERCISE EXTREME CAUTION WHEN WORKING NEAR EXISTING FACILITIES AND/OR UTILITIES. ALL DAMAGE TO BE REPAIRED AT SUBCONTRACTOR'S EXPENSE. ALL COSTS FOR INTERRUPTION OF GAS, ELECTRICAL, COMMUNICATIONS AND/OR WATER SERVICE DUE TO SUBCONTRACTOR'S WORK SHALL BE BORNE BY THE SUBCONTRACTOR.
21. INFORMATION ON EXISTING UTILITIES IS FROM BEST AVAILABLE INFORMATION OF RECORD AND SPOT FIELD LOCATIONS. ALTHOUGH EVERY EFFORT HAS BEEN MADE TO ACCURATELY DEPICT ALL UTILITIES, NOT ALL (PUBLIC AND PRIVATE) MAY BE SHOWN. SUBCONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION AND LOCATION OF THESE UNDERGROUND UTILITIES AS REQUIRED AT NO SEPARATE PAY. CITY OF HARLINGEN PERSONNEL WILL BE AVAILABLE FOR ASSISTANCE AND OPERATION OF VALVES AS REQUIRED. SUBCONTRACTOR TO COORDINATE WITH OTHER UTILITY COMPANIES, ELECTRICAL UTILITIES, GAS UTILITIES AND TELEPHONE UTILITIES.
22. ALL WORK SHALL BE PERFORMED WITHIN CLIENT-OWNED PROPERTY. IT SHALL BE THE SUBCONTRACTOR'S RESPONSIBILITY TO OBTAIN PERMISSION TO USE PRIVATE PROPERTY, IF NECESSARY, FOR THE PURPOSES OF STAGING, STOCKPILE, STORAGE OR REFUSE AREAS. THE SUBCONTRACTOR SHALL PROVIDE WRITTEN EVIDENCE TO THE CITY OF HARLINGEN ENGINEERING DEPARTMENT PRIOR TO USE.
23. THE SUBCONTRACTOR SHALL DO ALL NECESSARY CLEARING, EXCAVATION, TRENCHING, SHORING DE-WATERING, DEMOLITION, GRADING, BACKFILLING, ETC. TO COMPLETE THE PROJECT. ASSOCIATED COSTS SHALL BE SUBSIDIARY TO THE RESPECTIVE BID ITEMS AS IDENTIFIED IN THE CONTRACT UNLESS NOTED OTHERWISE.
24. ALL COMPACTION SHALL BE ACHIEVED BY MECHANICAL METHODS. NO WATER JETTING ALLOWED.
25. ALL SPOIL MATERIAL AND DEBRIS SHALL BE DISPOSED OFFSITE BY SUBCONTRACTOR IN A LEGAL MANNER, FURNISHING AND TRANSPORTATION OF ALL OFFSITE MATERIAL TO BE AT SUBCONTRACTOR'S EXPENSE.
26. UPON COMPLETION OF CONSTRUCTION SUBCONTRACTOR SHALL RETURN THE SITE TO ORIGINAL CONTOURS UNLESS DIFFERENT FINISHED ELEVATIONS ARE SHOWN ON PLANS. SUBCONTRACTOR TO ENSURE NO AREAS OF PONDING ARE PRESENT.
27. CONCRETE NOTES (MEANS AND METHODS BY SUBCONTRACTOR)
    A. ALL CONCRETE WORK TO BE FORMED, UNLESS OTHERWISE APPROVED.
    B. ALL CONCRETE TO BE 3000-PSI MINIMUM AT 28 DAYS, UNLESS OTHERWISE SHOWN.
    C. STRENGTH TO BE DETERMINED BY CYLINDER BREAK TEST.
    D. ALL REINFORCING STEEL TO BE ASTM A-615, GRADE 60, UNLESS OTHERWISE SHOWN.
    E. ALL EXPOSED CONCRETE WORK TO BE CHAMFERED.
33. SUBCONTRACTOR TO ENSURE SAME DAY ACCESS TO ALL RESIDENCES AND BUSINESSES ADJACENT TO CONSTRUCTION.
34. DEMOLITION, REMOVAL & DISPOSAL OF ALL EXCESS CONCRETE, CURBS, RUBBLE, ETC. TO BE DONE IN A LEGAL MANNER AT SUBCONTRACTOR'S EXPENSE.
35. THE SUBCONTRACTOR SHALL KEEP THE CONSTRUCTION AREA AS CLEAN AS POSSIBLE. ALL ASSOCIATED DEBRIS SHALL BE COLLECTED AND PROPERLY DISPOSED OF AT THE END OF EACH WORKDAY.
36. ALL TRAFFIC CONTROL / TRAFFIC SAFETY SHALL BE IN ACCORDANCE WITH THE LATEST MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) CRITERIA.
37. THE SUBCONTRACTOR SHALL BE RESPONSIBLE FOR RECORDING ALL FIELD CHANGES AND FURNISHING A LEGIBLE SET OF "AS-BUILT" DRAWINGS TO THE OWNER'S.
38. ALL TRENCH EXCAVATION PROTECTION, CARE AND CONTROL OF WATER, BYPASS PUMPING, BEDDING, BACKFILL, UTILITY RELOCATION COORDINATION, UTILITY PROTECTION, UTILITY BYPASS PUMPING, STAKING, ETC. ARE SUBSIDIARY TO THE PAY ITEMS.

PAVING CONSTRUCTION NOTES:

1. SUBCONTRACTOR TO SHAPE, FILL, GRADE AND COMPACT BEHIND CURBS AND WALKS TO ENSURE PROPER DRAINAGE.
2. SUBCONTRACTOR SHALL "LAY DOWN" CURB SECTION AT DRIVEWAY LOCATIONS SHOWN ON DRAWINGS. SUBCONTRACTOR SHALL BE REQUIRED TO GRADE FROM EXISTING DRIVES AND PARKING AREAS TO MATCH GRADES AND ALLOW SMOOTH TRANSITIONS AND PROPER DRAINAGE. (NO SEPARATE PAY)
3. ALL PAVEMENTS SHALL BE NEATLY SAW-CUT. DAMAGE TO PAVEMENT BEYOND THE EXTENTS OF TRENCH WIDTHS AS A RESULT OF FAILURE TO PROPERLY SAWCUT SHALL BE REPAIRED AT THE SUBCONTRACTOR'S EXPENSE.
4. CONSTRUCTION JOINTS TO EXISTING PAVEMENTS SHALL BE MADE BY EITHER CUTTING BACK EXISTING TOP PRODUCE A SLIGHTLY BEVELED EDGE FOR THE FULL THICKNESS OF THE WEARING COURSE OR A SUITABLE LAP JOINT SHALL BE MADE. SAW CUTTING REQUIRED.
5. NO TRAFFIC SHALL BE ALLOWED ON THE FINISHED WEARING SURFACE UNTIL AT LEAST 12 HOURS AFTER COMPLETION OF ROLLING.
6. WHEN TYING INTO EXISTING CURB, EXPOSE REBAR AND FORM EXPANSION JOINT PER DETAIL.
7. ANY SETTLEMENT UNDER PAVEMENT DUE TO INADEQUATE COMPACTION OF UTILITY LINE BACKFILL SHALL BE CAUSE FOR RECOMPACTION OF TRENCH AND REPLACEMENT OF PAVEMENT SECTION AT SUBCONTRACTOR'S EXPENSE.

UTILITY GENERAL NOTES:

1. THE TYPE, SIZE AND LOCATION OF ALL UNDERGROUND UTILITIES DEPICTED ON THE CONSTRUCTION PLANS WERE RESEARCHED WITH RESPECT TO THE BEST AVAILABLE DATA AND THEREFORE SHOWN APPROXIMATE. ALTHOUGH EVERY EFFORT HAS BEEN MADE TO ACCURATELY DEPICT ALL UTILITIES, NOT ALL (PUBLIC AND PRIVATE) MAY BE SHOWN. NEITHER THE ENGINEER NOR CITY OF HARLINGEN IS RESPONSIBLE FOR THE ACCURACY OF THE LOCATION OF THE UTILITIES SHOWN ON THE CONSTRUCTION PLANS. IT SHALL BE THE RESPONSIBILITY OF THE SUBCONTRACTOR TO CONTACT ALL UTILITY COMPANIES WITH JURISDICTION WITHIN THE LIMITS OF CONSTRUCTION FOR FIELD VERIFICATION AT NO ADDITIONAL EXPENSE TO THE CITY OF HARLINGEN. UTILITY COMPANIES TO INCLUDE BUT NOT LIMITED TO THE FOLLOWING:

CITY OF HARLINGEN	956.216.5300
HARLINGEN WATER WORKS	956.430.6107
TEXAS ONE CALL	800.245.4545
DIG TESS	800.DIG.TESS
TEXAS GAS SERVICE	956.959.5325
SOUTHWESTERN BELL TELEPHONE	800.286.8313
SPECTRUM/TIME WARNER CABLE	800.222.5355
AT&T TEXAS	800.288.2020
AMERICAN ELECTRIC AND POWER (AEP) TEXAS	800.344.8377
MAGIC VALLEY ELECTRICAL COOPERATIVE (MVEC)	(866) 225-5683

2. SUBCONTRACTOR TO EXPOSE ANY EXISTING UTILITY THAT MAY BE IN CONFLICT PRIOR TO COMMENCING CONSTRUCTION AND EXCAVATION.
3. THE SUBCONTRACTOR SHALL NOTIFY ALL AUTHORIZED INSPECTORS, SUPERINTENDENTS, OR PERSONS RESPONSIBLE FOR PUBLIC AND PRIVATE UTILITIES AFFECTED BY HIS/HER OPERATIONS PRIOR TO COMMENCING CONSTRUCTION.
4. ANY DAMAGES TO FENCES, WALKS, OR PRIVATE PROPERTY SHALL BE REPAIRED BY THE SUBCONTRACTOR AT HIS EXPENSE.
5. IT SHALL BE THE SUBCONTRACTOR'S RESPONSIBILITY TO REMOVE ALL EXCAVATED MATERIAL EXCESS CONCRETE, AND DEBRIS FROM THE CONSTRUCTION SITE AT NO ADDITIONAL EXPENSE TO THE CITY.

WASTEWATER COLLECTION LINE CONSTRUCTION NOTES:

1. SUBCONTRACTOR TO PROVIDE DEFLECTION TEST IN ACCORDANCE WITH TCEQ CHAPTER 217.57 (b). IF MANDRAL IS USED, MANDRAL IS TO BE PULLED IN BOTH DIRECTIONS.
2. SUBCONTRACTOR TO PROVIDE LOW PRESSURE AIR TEST IN ACCORDANCE WITH TCEQ CHAPTER 217.57 (a), (1), 30 DAYS AFTER INSTALLATION. NO WATER TEST ALLOWED.
3. ALL CROSSING OF WASTEWATER COLLECTION LINES AND WATERLINES CONSTRUCTED IN ACCORDANCE WITH TCEQ REGULATIONS CHAPTER 290 AND 217. SEPARATION DISTANCES SHALL COMPLY WITH 30 TAC 217.53(D).
4. SUBCONTRACTOR TO PROVIDE LEAKAGE TEST FOR MANHOLE IN ACCORDANCE WITH TCEQ CHAPTER 217.58 (a), (b) OF THE STATE WASTEWATER CODE. NO WATER TEST ALLOWED.
5. SUBCONTRACTOR TO STAMP CURB AND GUTTER WITH "S" AT LOCATION OF WASTEWATER SERVICE LINES FOR VACANT LOTS, IF CALLED FOR ON PLANS.
6. NO WATER JETTING ALLOWED: MECHANICAL COMPACTION REQUIRED.
7. ALL STRUCTURES TO BE ADJUSTED BY THE SUBCONTRACTOR TO MEET FINAL GRADES. A MAXIMUM OF 1 FOOT OF THROAT RINGS WILL BE ALLOWED.
8. SUBCONTRACTOR TO PROVIDE BYPASS PUMPING AS REQUIRED TO COMPLETE THE WORK. (NO SEPARATE PAY)
9. ALL SEWER SERVICES TO BE IN ACCORDANCE WITH CITY STANDARDS.

WATERLINE CONSTRUCTION NOTES:

1. ALL WATER, REUSE (RECLAIMED), & WASTEWATER COLLECTION LINE CROSSINGS TO BE CONSTRUCTED IN ACCORDANCE WITH TCEQ REGULATION, CHAPTER 210, 290 & 217.
2. SUBCONTRACTOR TO FIELD LOCATE EXISTING METERS & PROPOSED SERVICE CONNECTION LOCATIONS PRIOR TO CONSTRUCTION OF MAIN. METERS TO BE INSTALLED BY CITY OF HARLINGEN. SUBCONTRACTOR TO COORDINATE WITH CITY OF HARLINGEN FOR METER LOCATIONS AND CONNECTIONS.
3. SUBCONTRACTOR TO VERIFY THE LOCATION OF ALL EXISTING LINES TO BE TIED IN TO NEW MAIN PRIOR TO SETTING LOCATION OF TIE-IN TEE & VALVE ON MAIN.
4. WATERLINE MAINS TO BE HYDROSTATICALLY & BACTERIOLOGICALLY TESTED PER CITY OF HARLINGEN REQUIREMENTS PRIOR TO TIE-INS. CITY OF HARLINGEN APPROVAL OF TESTING IS REQUIRED.
5. SUBCONTRACTOR TO STAMP CURB AND GUTTER WITH "W" AT LOCATION OF WATER SERVICE LINES FOR VACANT LOTS FOR FUTURE USE, IF CALLED FOR ON PLAN.
6. SUBCONTRACTOR SHALL MAINTAIN AS MINIMUMS 10 FEET HORIZONTAL AND 2 FEET VERTICAL SEPARATION BETWEEN WATERLINES AND ANY OTHER SEWER.
7. NO WATER JETTING ALLOWED: MECHANICAL COMPACTION REQUIRED.
8. FIRE HYDRANTS SHALL BE PLACED AT MINIMUM 3 FEET BEHIND BACK OF CURB AND FLANGE SHALL BE AT FINISHED GRADE OR 3 TO 6 INCHES ABOVE GRADE.
9. SUBCONTRACTOR SHALL MAINTAIN A MINIMUM OF 4 FEET OF COVER ON ALL WATERLINES. UNLESS OTHERWISE NOTED ON PLANS.
10. FITTINGS TO BE USED ON DEFLECTIONS AS NEEDED.
11. SUBCONTRACTOR IS RESPONSIBLE FOR INSTALLING VALVES, FITTINGS AND ALL INCIDENTALS AS NEEDED FOR A COMPLETE IN PLACE SYSTEM AND SHALL BE SUBSIDIARY TO PIPE INSTALLATION.
12. WATERLINE VALVES SHALL ONLY BE OPERATED BY CITY OF HARLINGEN. SUBCONTRACTOR TO COORDINATE WITH CITY OF HARLINGEN IF WATERLINE VALVE OPERATIONS ARE REQUIRED DURING CONSTRUCTION.
13. ALL PIPE TO BE STORED A MINIMUM OF 6 INCHES ABOVE GROUND.

EROSION GENERAL NOTES:

1. IT IS THE INTENT OF THIS SUGGESTED EROSION CONTROL PLAN AND WITHIN THE SPECIFICATIONS TO BE USED AS THE GENERAL GUIDELINES OF THE STORM WATER POLLUTION PREVENTION PLAN FOR THIS PROJECT TO ESTABLISH A MINIMUM BASIS OF COMPLIANCE WITH FEDERAL REGULATIONS. SUBCONTRACTOR SHALL PREPARE AND SUBMIT A NOTICE OF INTENT PER THE REQUIREMENTS IN THE NPDES GENERAL PERMIT. THE SUBCONTRACTOR SHALL PREPARE THE STORM WATER POLLUTION PREVENTION PLAN AND BE SOLELY RESPONSIBLE FOR ITS IMPLEMENTATION. THE STORM WATER POLLUTION PREVENTION PLAN SHALL MEET THE REQUIREMENTS SET FORTH IN THE TEXAS COMISSION ON ENVIRONMENTAL QUALITY (TCEQ) TPDES GENERAL PERMIT FOR REGION 6 FOR STORM WATER DISCHARGES FROM CONSTRUCTION SITES.
2. THE STORM WATER POLLUTION PREVENTION PLAN SHOULD ADDRESS THREE GOALS:
    A. DIVERSION OF UPSLOPE WATER AROUND DISTURBED AREAS OF THE SITE;
    B. LIMITS THE EXPOSURE OF DISTURBED AREAS TO THE SHORTEST DURATION POSSIBLE; AND
    C. REMOVAL OF SEDIMENT FROM STORM WATER BEFORE IT LEAVES THE SITE.
3. THE SUBCONTRACTOR SHALL MAKE THE STORM WATER POLLUTION PREVENTION PLAN AVAILABLE UPON REQUEST, TO TCEQ.
4. THE SUBCONTRACTOR MUST AMEND PLANS WHENEVER THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE OF THE PLAN, OR WHEN THE EXISTING PLAN PROVES INEFFECTIVE. MODIFICATIONS INCLUDING DESIGN AND ALL ADDITIONAL MATERIALS AND WORK SHALL BE ACCOMPLISHED BY THE SUBCONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER.
5. STABILIZATION MEASURES ARE TO BE INSPECTED AT A MINIMUM OF ONCE EVERY 14 DAYS AND WITHIN 24 HOURS AFTER ANY STORM EVENT GREATER THAN 0.5 INCHES. REPAIRS AND INADEQUACIES REVEALED BY THE INSPECTION MUST BE IMPLEMENTED WITHIN 7 CALENDAR DAYS FOLLOWING THE INSPECTION.
6. AN INSPECTION REPORT THAT SUMMARIZES INSPECTION ACTIVITIES AND IMPLEMENTATION OF THE STORM WATER POLLUTION PREVENTION PLAN SHALL BE RETAINED AND MADE PART OF THE PLAN.
7. ALL SUBCONTRACTORS AND SUBSUBCONTRACTORS IDENTIFIED IN THE PLAN MUST CERTIFY AS TO AN UNDERSTANDING OF THE NPDES GENERAL PERMIT BEFORE CONDUCTING ANY ACTIVITY IDENTIFIED IN THE POLLUTION PREVENTION PLAN.
8. THE SUBCONTRACTOR SHALL ADOPT APPROPRIATE CONSTRUCTION SITE MANAGEMENT PRACTICES TO PREVENT THE DISCHARGE OF OILS, GREASE, PAINTS, GASOLINE, AND OTHER POLLUTANTS TO STORM WATER. APPROPRIATE PRACTICES CAN INCLUDE: DESIGNATING AREAS FOR EQUIPMENT MAINTENANCE AND REPAIR; REGULAR COLLECTION OF WASTE; CONVENIENTLY LOCATED WASTE RECEPTACLES; AND DESIGNATING AND CONTROLLING EQUIPMENT WASHDOWN.
9. THE SUBCONTRACTOR SHALL AMEND OR MODIFY THIS PLAN AS REQUIRED BY CONSTRUCTION MEANS, METHODS AND SEQUENCE. MODIFICATIONS SHALL NOT COMPROMISE THE INTENT OF THE REQUIREMENTS OF LAW AND THIS PLAN. MODIFICATIONS SHALL NOT BE BASIS FOR ADDITIONAL COST TO THE OWNER.
10. AREAS OF CONSTRUCTION ELSEWHERE ON THE JOB SITE SHALL CONFORM TO THE DETAILS SHOWN ON THE PLANS.
11. BORROW AREAS, IF EXCAVATED, SHALL BE PROTECTED AND STABILIZED UTILIZING THE PLAN DETAILS. ALL WORK SHALL CONFORM TO GOVERNMENTAL REQUIREMENTS AND BECOME PART OF THE STORM WATER POLLUTION PREVENTION PLAN (SWP3). THE WORK SHALL BE DONE BY THE SUBCONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER.
12. ALL NON-PAVED AREAS SHALL BE MULCHED AND SEEDED WITH EROSION PROTECTION IMMEDIATELY UPON COMPLETION OF FINAL GRADING. THIS INCLUDES ALL DITCHES AND EMBANKMENTS. THE SUBCONTRACTOR SHALL MAINTAIN FINAL GRADING AND KEEP SEEDED AREAS WATERED UNTIL FULLY ESTABLISHED AND ACCEPTED BY THE OWNER.
13. THE SUBCONTRACTOR SHALL CONSTRUCT A STABILIZED CONSTRUCTION EXIT AT ALL TRAFFIC EXIT POINTS PRIOR TO EXITING ONTO ANY PAVED ROADWAY.

CITY OF HARLINGEN GENERAL NOTES:

1. CITY PERSONNEL CONTRACT INFORMATION:
    1.1. CITY INSPECTOR:
        1.1.1. OSCAR OVALLE
        1.1.2. OOVALLE@HARLINGENTX.GOV
        1.1.3. 956.873.3494
    1.2. CITY ENGINEER
        1.2.1. ROBERT HERNANDEZ, PE
        1.2.2. RHERNANDEZ@HARLINGENTX.GOV
        1.2.3. 956.216.5284
    1.3. EXCAVATION PERMIT REQUEST
        1.3.1. EXCAVATION.PERMITS@HARLINGENTX.GOV
2. THE SUBCONTRACTOR SHALL VERIFY ALL HORIZONTAL AND VERTICAL DIMENSIONS, AND PROPERTY LINE LOCATIONS PRIOR TO CONSTRUCTION WITHIN THE EXISTING CITY ROW.
3. THE SUBCONTRACTOR SHALL COORDINATE WITH THE OWNER, PROJECT ENGINEER, OR HIS REPRESENTATIVE, AND CITY ENGINEER OR HIS REPRESENTATIVE REGARDING ANY DEVIATIONS FROM THE PLANS.
4. THE SUBCONTRACTOR SHALL OBTAIN AN EXCAVATION PERMIT FROM THE CITY OF HARLINGEN BEFORE PERFORMING WORK WITHIN THE ROW.
5. THE SUBCONTRACTOR SHALL NOTIFY TEXAS ONE CALL (811) OF HIS INTENDED OPERATIONS AT LEAST 48 HOURS PRIOR TO ANY AND ALL EXCAVATIONS.
6. WHEN WORKING IN EXISTING CITY ROW, TRENCH EXCAVATION SHALL NOT PRECEDE BACKFILL BY MORE THAN 300 FEET NOR SHALL ANY TRENCH BE LEFT OPEN AFTER NORMAL WORKING HOURS.
7. THE SUBCONTRACTOR SHALL EMPLOY GOOD HOUSEKEEPING MEASURES WITHIN THE PUBLIC ROW AT ALL TIMES. ALL MUD OR OTHER OBSTRUCTIONS SHALL BE IMMEDIATELY REMOVED FROM PUBLIC ROADWAYS OR SIDEWALKS. NO WASTE SHALL BE STORED IN THE ROW. PORTABLE RESTROOMS SHALL APPEAR CLEAN AND BE PLACED IN SUCH A MANNER TO ELIMINATE NUISANCE ODORS FROM AFFECTING ADJACENT PROPERTY OWNERS.
8. THE SUBCONTRACTOR SHALL NOT UNLOAD OR STORE ANY MATERIAL, PERMIT WORKERS TO PARK, PARK EQUIPMENT, NOR PLACE REFUSE CONTAINTERS WITHIN CITY RIGHT OF WAY OR ON A PUBLIC STREET WITHOUT FIRST OBTAINING PERMISSION FROM THE CITY ENGINEER.
9. THE SUBCONTRACTOR SHALL BE RESPONSIBLE FOR PROCURING ALL LEGALLY REQUIRED PERMITS AND LICENSES, GIVE ALL NOTICES NECESSARY AND INCIDENTAL TO THE DUE AND LAWFUL PROSECUTION OF THE WORK, AND POST ALL NOTICES REQUIRED BY LAW PROMINENTLY AT THE JOBSITE AT ALL TIMES.
10. ANY DAMAGE TO EXISTING PUBLIC IMPROVEMENTS CAUSED BY THE SUBCONTRACTOR EITHER ACCIDENTAL IN NATURE OR THROUGH HIS MEANS AND METHODS SHALL BE REPAIRED TO PRE-CONSTRUCTION CONDITIONS OR BETTER AT NO COST TO THE CITY.
11. THE SUBCONTRACTOR SHALL IMPLEMENT A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) IN ACCORDANCE WITH TPDES GENERAL PERMIT NUMBER TXR150000 AND SHALL BE RESPONSIBLE FOR INSTALLING AND MAINTAINING ANY SWPPP MEASURES REQUIRED BY THE PLAN. A COPY OF THE SWPPP AND NOI (AS APPLICABLE) MUST BE PROVIDED TO THE CITY PRIOR TO CONSTRUCTION.

INSPECTIONS AND TESTING:

1. THE CITY SHALL BE GRANTED THE RIGHT OF ENTRY FOR THE PURPOSES OF INSPECTION OF THE PERTINENT ITEMS.
2. THE SUBCONTRACTOR SHALL COORDINATE ALL PAVING AND DRAINAGE IMPROVEMENT ACTIVITIES THAT REQUIRE CITY INSPECTION OR TESTING WITH THE CITY INSPECTOR. WORK REQUIRED TO BE INSPECTED OR TESTED BY THE CITY SHALL OCCUR BETWEEN REGULAR WORKING HOURS 8:00 AM TO 5:00 PM, MONDAY THROUGH FRIDAY.
3. THE SUBCONTRACTOR SHALL PROVIDE 100-FOOT STATIONING THROUGHOUT ALL AREAS THAT REQUIRE TESTING. MATERIAL TESTING REPORTS SHALL INDICATE STATION AND OFFSET LOCATION OF TEST.
4. THE CITY SHALL SCHEDULE ALL TESTING AND PROCTOR SAMPLE PICK-UPS FOR PAVING AND DRAINAGE IMPROVEMENTS TO BE DEDICATED FOR PUBLIC USE ON THE PROJECT. THE SUBCONTRACTOR SHALL PROVIDE THE CITY INSPECTOR A MINIMUM OF 24-HOURS ADVANCE NOTICE FOR TESTING AND INSPECTIONS.
5. THE SUBSUBCONTRACTOR SHALL PROVIDE THE CITY OF HARLINGEN WITH COPIES OF ALL MATERIAL TICKETS AND MATERIAL TESTING REPORTS FOR ALL PAVEMENT AND DRAINAGE RELATED ITEMS. TICKETS SHALL INDICATE THE MATERIAL TYPE, QUANTITY DELIVERED, PROJECT NAME, AND LOCATION OF DELIVERY. HARD COPIES OF TICKETS SHALL BE PROVIDED TO THE CITY INSPECTOR DAILY. ELECTRONIC COPIES SHALL BE EMAILED TO THE ASSISTANT CITY ENGINEER ON A WEEKLY BASIS.
6. COPIES OF ALL MATERIAL TESTING REPORTS FOR ALL PAVEMENT AND DRAINAGE RELATED ITEMS SHALL BE EMAILED TO THE CITY INSPECTOR AND CITY ENGINEER WITHIN 72-HOURS OF RECEIPT.

TRAFFIC:

1. ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE LATEST PUBLISHED VERSION OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
2. THE SUBCONTRACTOR OR DEVELOPER'S ENGINEER SHALL PREPARE A TRAFFIC CONTROL PLAN FOR THE SIGNING, BARRICADING AND PAVEMENT MARKING FOR THE SAFE MAINTENANCE OF TRAFFIC DURING CONSTRUCTION WITHIN EXISTING STREETS AND PUBLIC RIGHT-OF-WAY. PLAN SHALL BE STAMPED BY A PROFESSIONAL ENGINEER. PLAN MUST BE SUBMITTED TO AND APPROVED BY THE CITY OF HARLINGEN, CITY ENGINEER AT LEAST TWO BUSINESS DAYS PRIOR TO ANY CONSTRUCTION WITHIN THE PUBLIC STREET RIGHT-OF-WAY. BARRICADES, TEMPORARY PAVEMENT MARKINGS, AND SIGNS SHALL BE MAINTAINED IN GOOD CONDITION AND MEET THE LEGIBILITY, RETRO-REFLECTIVITY AND OTHER REQUIREMENTS OF THE CURRENT EDITION OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES UNTIL THE COMPLETION AND ACCEPTANCE OF ALL WORK WITHIN THE PUBLIC ROW OR UNTIL SUBCONTRACTOR IS DIRECTED OTHERWISE.
3. THE SUBCONTRACTOR SHALL PROVIDE A TRAFFIC CONTROL PLAN IN ACCORDANCE WITH THE LATEST VERSION OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. THIS PLAN SHALL BE SIGNED AND SEALED BY A LICENSED PROFESSIONAL ENGINEER AND SUBMITTED TO THE CITY ENGINEER FOR APPROVAL PRIOR TO THE COMMENCEMENT OF THE WORK.
4. THE SUBCONTRACTOR SHALL PROVIDE THE CITY A MINIMUM OF 72-HOURS ADVANCE NOTICE OF ANY PROPOSED ROAD, INTERSECTION, OR TURNOUT CLOSURES. IF THE PROPOSED CLOSURE IS ON OR ADJOINS A STATE-OWNED STREET, THE SUBCONTRACTOR SHALL, IN ADDITION, COORDINATE THE REQUEST WITH THE SAN BENITO AREA TXDOT OFFICE (399-5102).
5. THE SUBCONTRACTOR SHALL NOT ADVERSELY AFFECT OR POSE A SIGNIFICANT SAFETY RISK TO THE TRAVELING PUBLIC. THE SUBCONTRACTOR SHALL MINIMIZE WORK ACTIVITIES OUTSIDE OF THE WORK ZONE ON PUBLIC STREETS AND SIDEWALKS.
6. A 3:1 SAFETY SLOPE AND 4.0' BUFFER ZONE SHALL BE REQUIRED DURING NON-WORKING HOURS WHEN CONSTRUCTION OPERATIONS RESULT IN AN ELEVATION DIFFERENCE OF MORE THAN 2-INCHES NEXT TO AN OPEN TRAVEL WAY.
7. THE SUBCONTRACTOR SHALL PROVIDE A SUFFICIENT NUMBER OF CERTIFIED FLAGGERS AND APPROPRIATE TRAFFIC CONTROL DEVICES TO SAFELY GUIDE THE TRAVELING PUBLIC THROUGH THE WORK AREA AT ALL TIMES WHEN WORKING WITHIN THE ROW. THE ENGINEER MAY REQUIRE ADDITIONAL FLAGGERS OR TRAFFIC CONTROL DEVICES.
8. ALL TRAFFIC CONTROL DEVICES SHALL BE PROPERLY MAINTAINED AT ALL TIMES. THE SUBCONTRACTOR SHALL ASSURE THAT ALL TRAFFIC CONTROL DEVICES ARE CLEAN AND FUNCTIONAL AT ALL TIMES.
9. THE SUBCONTRACTOR SHALL PLAN AND PERFORM HIS WORK IN A MANNER THAT WILL PERMIT SAFE PUBLIC TRAFFIC MOVEMENT ON ALL STREETS. THE SUBCONTRACTOR SHALL NOTIFY ALL AUTHORIZED INSPECTORS, SUPERINTENDENTS, OR PERSONS RESPONSIBLE FOR PUBLIC AND PRIVATE UTILITIES AFFECTED BY HIS/HER OPERATIONS PRIOR TO COMMENCING CONSTRUCTION.

VICTORIA COMMONS
PHASE II
90% SUBMITTAL
HARLINGEN, TX

HARLINGEN

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REVISION NO.	DATE	DESCRIPTION

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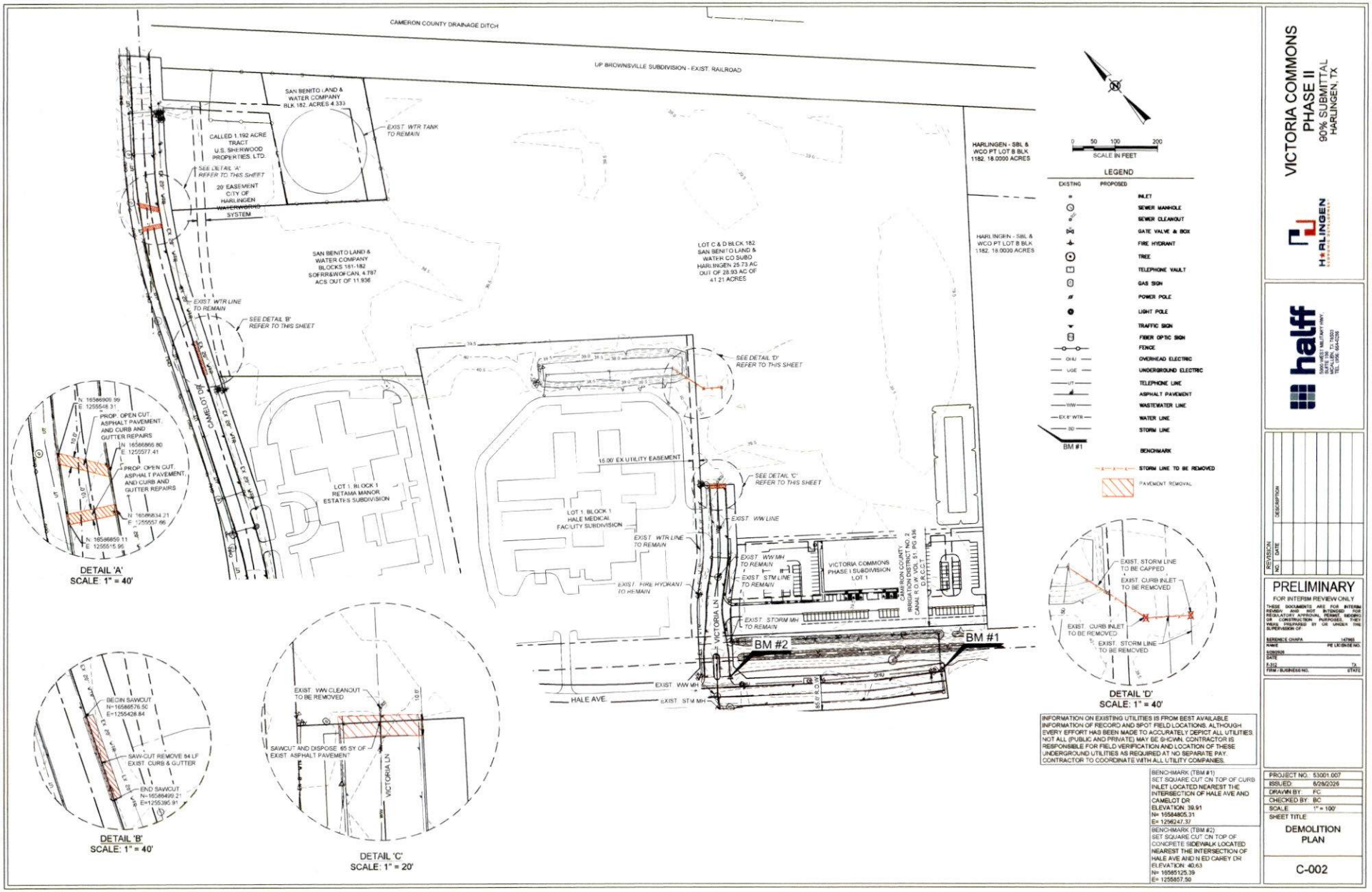
SERENICE CHAPA — NAME — 147995 — PE LICENSE NO.
8/28/2026 — DATE
F-312 — FIRM / BUSINESS NO. — TX — STATE

PROJECT NO.	53001.007
ISSUED:	8/28/2026
DRAWN BY:	LA,FC
CHECKED BY:	BC
SCALE:	NA

SHEET TITLE:
GENERAL NOTES

C-001

FILE NAME: A:\53000s\53001\007\LD\CADD\Sheets\C-PLAN-GN-53001-007.dwg DATE: August 28, 2026, TIME: 3:56 PM, USER: ah4175



INFORMATION ON EXISTING UTILITIES IS FROM BEST AVAILABLE INFORMATION OF RECORD AND SPOT FIELD LOCATIONS. ALTHOUGH EVERY EFFORT HAS BEEN MADE TO ACCURATELY DEPICT ALL UTILITIES, NOT ALL (PUBLIC AND PRIVATE) MAY BE SHOWN. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION AND LOCATION OF THESE UNDERGROUND UTILITIES AS REQUIRED AT NO SEPARATE PAY. CONTRACTOR TO COORDINATE WITH ALL UTILITY COMPANIES.

BENCHMARK (TBM #1)
SET SQUARE CUT ON TOP OF CURB INLET LOCATED NEAREST THE INTERSECTION OF HALE AVE AND CAMELOT DR
ELEVATION: 39.91
N= 16584805.31
E= 1296247.37

BENCHMARK (TBM #2)
SET SQUARE CUT ON TOP OF CONCRETE SIDEWALK LOCATED NEAREST THE INTERSECTION OF HALE AVE AND N ED CAREY DR
ELEVATION: 40.63
N= 16585125.39
E= 1255857.50

VICTORIA COMMONS PHASE II
90% SUBMITTAL
HARLINGEN, TX

H★RLINGEN ECONOMIC DEVELOPMENT CORPORATION

halff
5000 WEST MILITARY HWY.
MCALLEN, TX 78503
TEL: (956) 664-0256

REVISION NO.	DATE	DESCRIPTION

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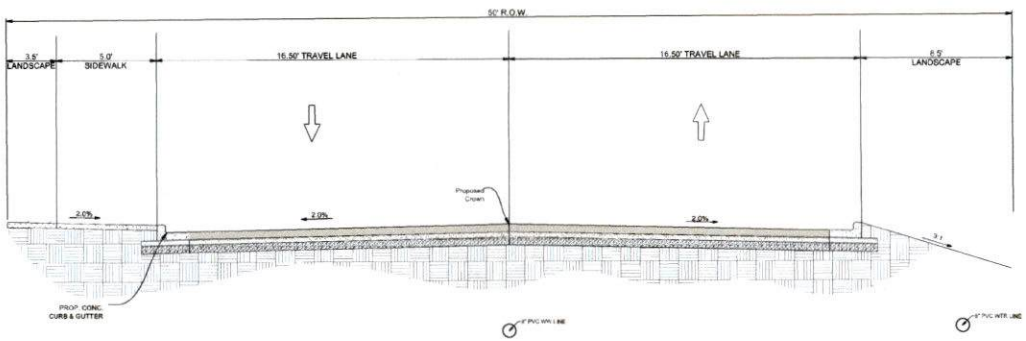
BERENICE CHAPA 147965
NAME PE LICENSE NO.
SIGNATURE
DATE
FIRM / BUSINESS NO. STATE

PROJECT NO.	53001.007
ISSUED	6/26/2026
DRAWN BY	FC
CHECKED BY	BC
SCALE	1" = 100'

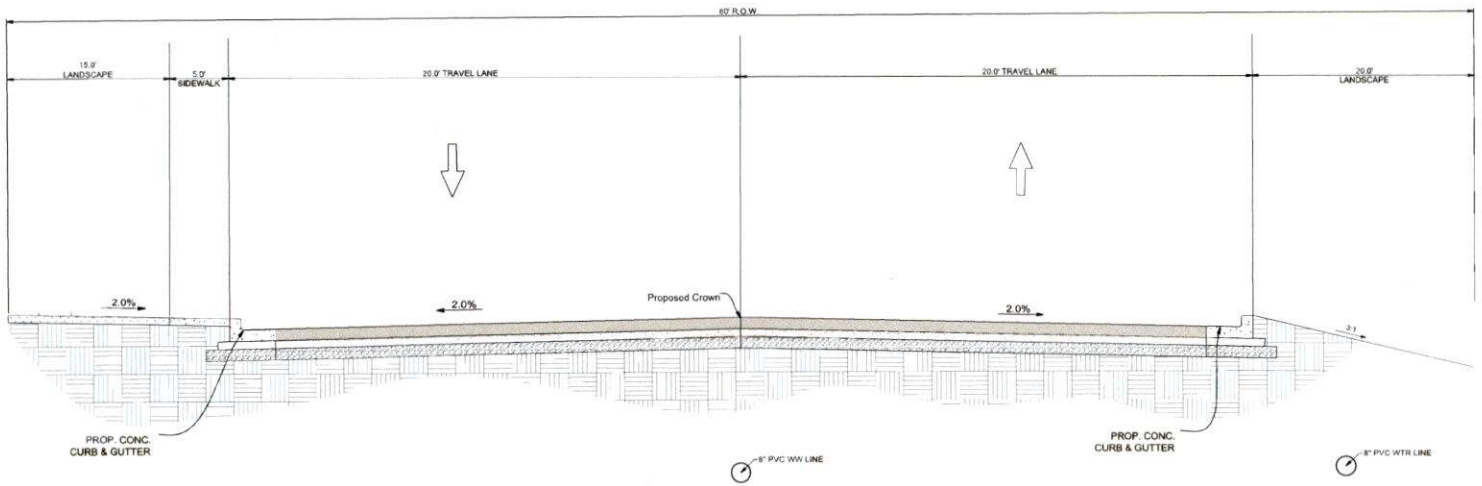
SHEET TITLE
DEMOLITION PLAN

C-002

FILE NAME: A:\53000s\53001\007\LDC\ADD\Sheets\C-PLAN-DEMO-53001-007.dwg DATE: August 26, 2026, TIME: 3:57 PM, USER: ah4175



STREET 'A' STA 1+50.00 TO 13+98.00
NTS



VICTORIA LN. STA 1+00.00 TO 4+89.00
NTS

VICTORIA COMMONS
PHASE II
90% SUBMITTAL
HARLINGEN, TX

HARLINGEN

halff
5500 WEST MILITARY HWY.
MCALLEN, TX 78503
TEL (956) 687-0500

NO.	DATE	DESCRIPTION

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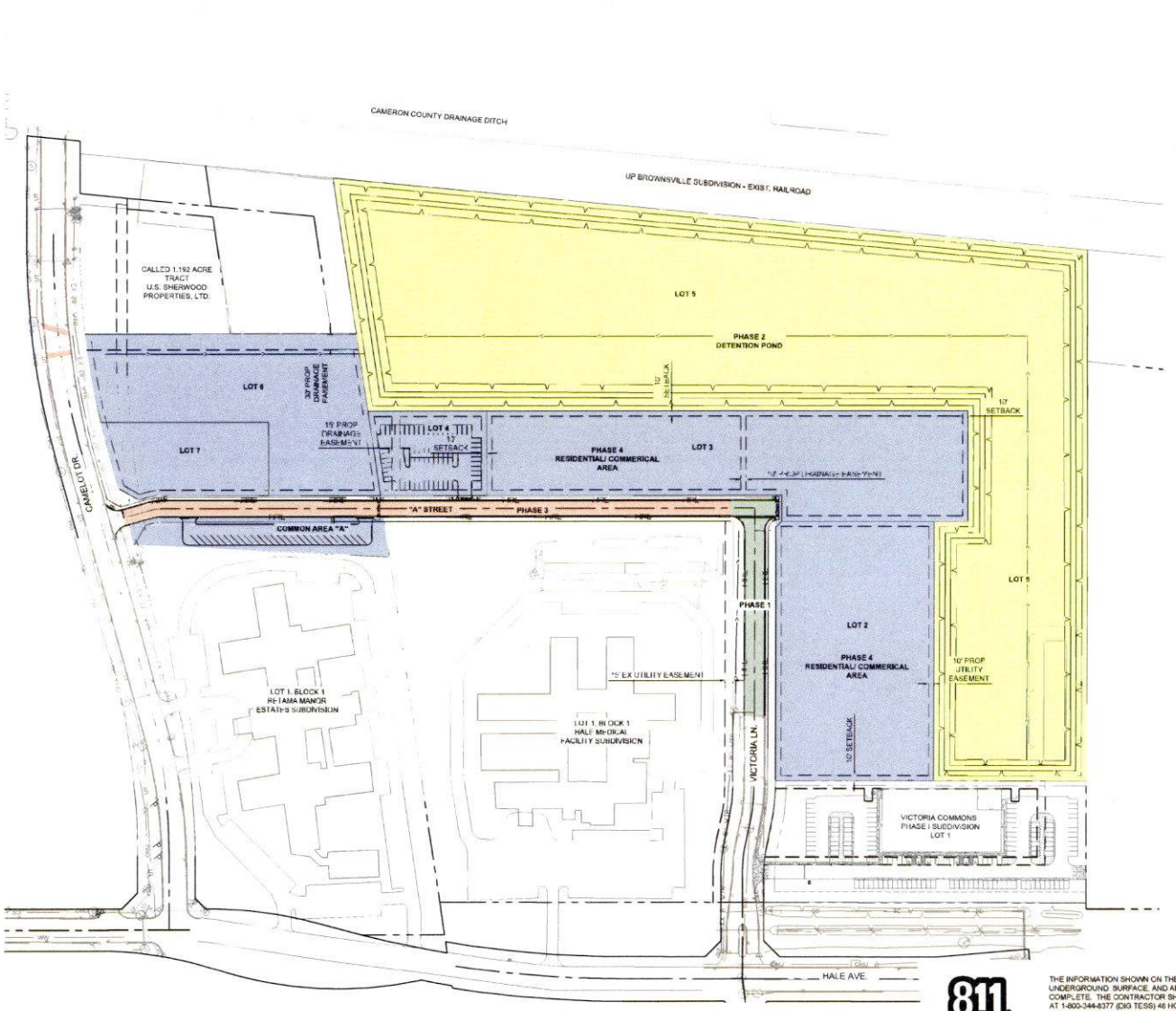
SERENICE CHAPA — 147966
NAME — PE LICENSE NO.
8/28/2026
DATE
F-312 — TX
FIRM / BUSINESS NO. — STATE

PROJECT NO.	53001.007
ISSUED	8/28/2026
DRAWN BY	LA,FC
CHECKED BY	SC
SCALE	NA

SHEET TITLE
CROSS SECTIONS

C-003

FILE NAME: A:\53000s\53001\007\LDC\ADDS\Sheets\C-PLAN-C25-53001-007.dwg DATE: August 28, 2026 TIME: 3:57 PM USER: ahr175



0 50 100 200
SCALE IN FEET

LEGEND

PROPOSED	EXISTING	
		PHASE 1 ROADWAY/UTILITY EXTENSIONS
		PHASE 2 DETENTION AREA
		PHASE 3 ROADWAY/UTILITY EXTENSIONS
		PHASE 4 RESIDENTIAL/COMMERCIAL AREA

INFORMATION ON EXISTING UTILITIES IS FROM BEST AVAILABLE INFORMATION OF RECORD AND SPOT FIELD LOCATIONS. ALTHOUGH EVERY EFFORT HAS BEEN MADE TO ACCURATELY DEPICT ALL UTILITIES, NOT ALL (PUBLIC AND PRIVATE) MAY BE SHOWN. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION AND LOCATION OF THESE UNDERGROUND UTILITIES AS REQUIRED AT NO SEPARATE PAY. CONTRACTOR TO COORDINATE WITH ALL UTILITY COMPANIES.

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BENCHMARK (TBM #1)
SET SQUARE CUT ON TOP OF CURB INLET LOCATED NEAREST THE INTERSECTION OF HALE AVE AND CAMELOT DR
ELEVATION: 39.91
N= 16584805.31
E= 1256247.37

BENCHMARK (TBM #2)
SET SQUARE CUT ON TOP OF CONCRETE SIDEWALK LOCATED NEAREST THE INTERSECTION OF HALE AVE AND H ED CAREY DR
ELEVATION: 40.63
N= 16585125.39
E= 1255857.50

VICTORIA COMMONS PHASE II

90% SUBMITTAL

HARLINGEN, TX

HARLINGEN
ECONOMIC DEVELOPMENT

halff
5000 WEST MILITARY HWY.
SUITE 200
MCALLEN, TX 78503
TEL (956) 664-0266

REVISION NO.	DATE	DESCRIPTION

PRELIMINARY

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SERENICE CHAPA — 147995
NAME — PE LICENSE NO.
5/29/2026
DATE
TX
FIRM / BUSINESS NO. — STATE

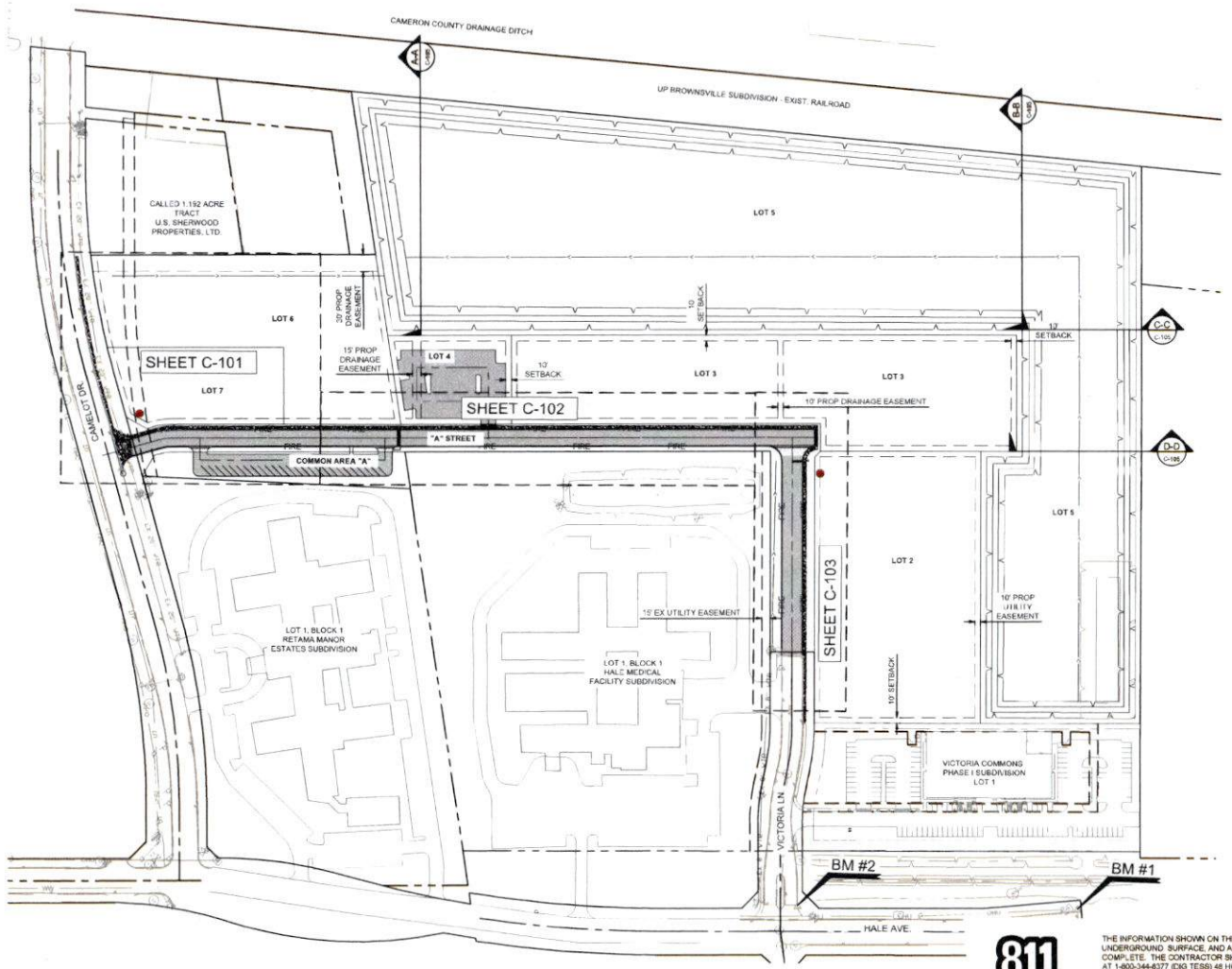
PROJECT NO.:	53001.007
ISSUED:	5/29/2026
DRAWN BY:	LA FC
CHECKED BY:	RC
SCALE:	1" = 100'

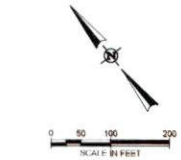
SHEET TITLE

PHASING PLAN

C-004

FILE NAME: A:\53000\53001\007\LDC\ADDS\sheets\C-PLAN-PHS53001-007.dwg DATE: August 29, 2026 TIME: 3:57 PM USER: ahr175





LEGEND

EXISTING	PROPOSED	
		INLET
		JUNCTION BOX
		STORM MANHOLE
		WASTEWATER MANHOLE
		WASTEWATER CLEAN OUT
		GATE VALVE & BOX
		FIRE HYDRANT
		TREE
		TELEPHONE VAULT
		GAS SIGN
		POWER POLE
		LIGHT POLE
		TRAFFIC SIGN
		FIBER OPTIC SIGN
		FENCE
		OVERHEAD ELECTRIC
		UNDERGROUND ELECTRIC
		TELEPHONE LINE
		ASPHALT PAVEMENT
	8" WW	WASTEWATER LINE
8" W.V. WTR	8" WTR	WATER LINE
		STORM LINE
BM #1		BENCHMARK
		PROP. ASPHALT PAVEMENT
		CONCRETE FLATWORK

NOTES:

1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.

PAVEMENT MARKING NOTES:

1. THE PAVEMENT SURFACE SHALL BE MADE FREE OF DELETERIOUS MATERIAL PRIOR TO APPLICATION OR PERMANENT MARKINGS.
2. ALL PROPOSED 4" WHITE PAVEMENT MARKING SHALL BE WHITE HI-PERFORMANCE ACRYLIC ZONE MARKING PAINT (PRODUCT NO. 22W-E006). CONTRACTOR SHALL APPLY ALL PAVEMENT MARKING PER MANUFACTUREP'S RECOMMENDATIONS.
3. ALL PROPOSED 4" YELLOW PAVEMENT MARKING SHALL BE YELLOW HI-PERFORMANCE ACRYLIC ZONE MARKING PAINT (PRODUCT NO. 22Y-E006). CONTRACTOR SHALL APPLY ALL PAVEMENT MARKING PER MANUFACTUREP'S ECOMMENDATIONS.
4. ADA PARKING BLUE SYMBOL, SHALL BE A HI-PERFORMANCE ZONE MARKING PAINT AND SHALL BE PLACED PER MANUFACTURER'S RECOMMENDATIONS. GORILLA PAINT BY AEXCEL OR APPROVED EQUAL

INFORMATION ON EXISTING UTILITIES IS FROM BEST AVAILABLE INFORMATION OF RECORD AND SPOT FIELD LOCATIONS. ALTHOUGH EVERY EFFORT HAS BEEN MADE TO ACCURATELY DEPICT ALL UTILITIES, NOT ALL (PUBLIC AND PRIVATE) MAY BE SHOWN. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION AND LOCATION OF THESE UNDERGROUND UTILITIES AS REQUIRED AT NO SEPARATE PAY. CONTRACTOR TO COORDINATE WITH ALL UTILITY COMPANIES.

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BENCHMARK (TBM #1)
SET SQUARE CUT ON TOP OF CURB INLET LOCATED NEAREST THE INTERSECTION OF HALE AVE AND CAMELOT DR
ELEVATION: 36.91
N= 16584805.31
E= 1295247.37

BENCHMARK (TBM #2)
SET SQUARE CUT ON TOP OF CONCRETE SIDEWALK LOCATED NEAREST THE INTERSECTION OF HALE AVE AND N ED CAREY DR
ELEVATION: 40.63
N= 16585125.39
E= 1295857.50

VICTORIA COMMONS PHASE II

90% SUBMITTAL

HARLINGEN, TX

HARLINGEN

halff

5500 WEST MILITARY HWY.
MCALLEN, TX 78503
TEL: (956) 664-2766

REVISION NO.	DATE	DESCRIPTION

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BERNICE CHAPA — 147668
NAME — PE LICENSE NO.
8/20/2020
DATE
TX
FIRM / BUSINESS NO. — STATE

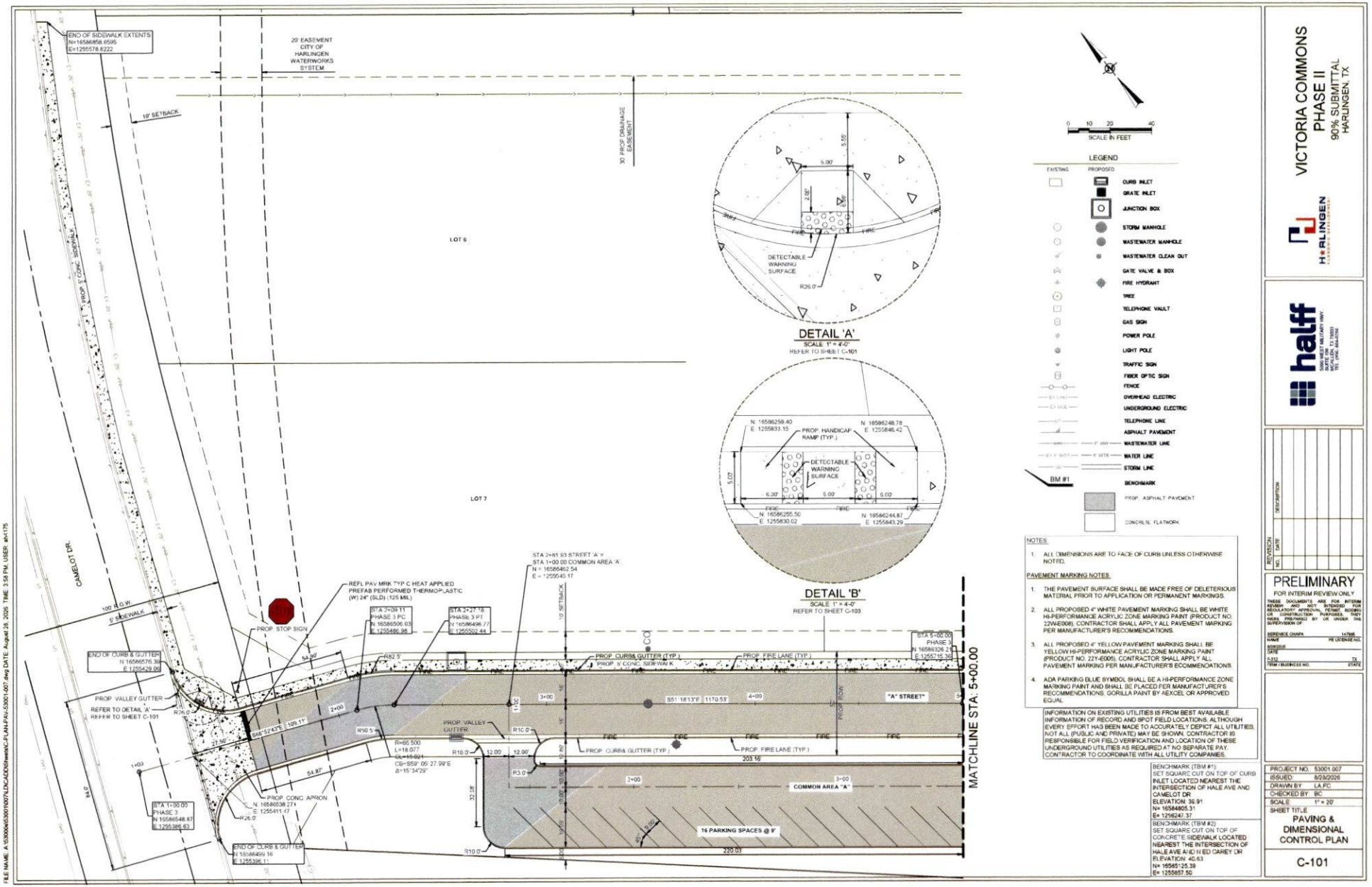
PROJECT NO.	53001.007
ISSUED	8/20/2020
DRAWN BY	LA FC
CHECKED BY	BC
SCALE	1" = 100'

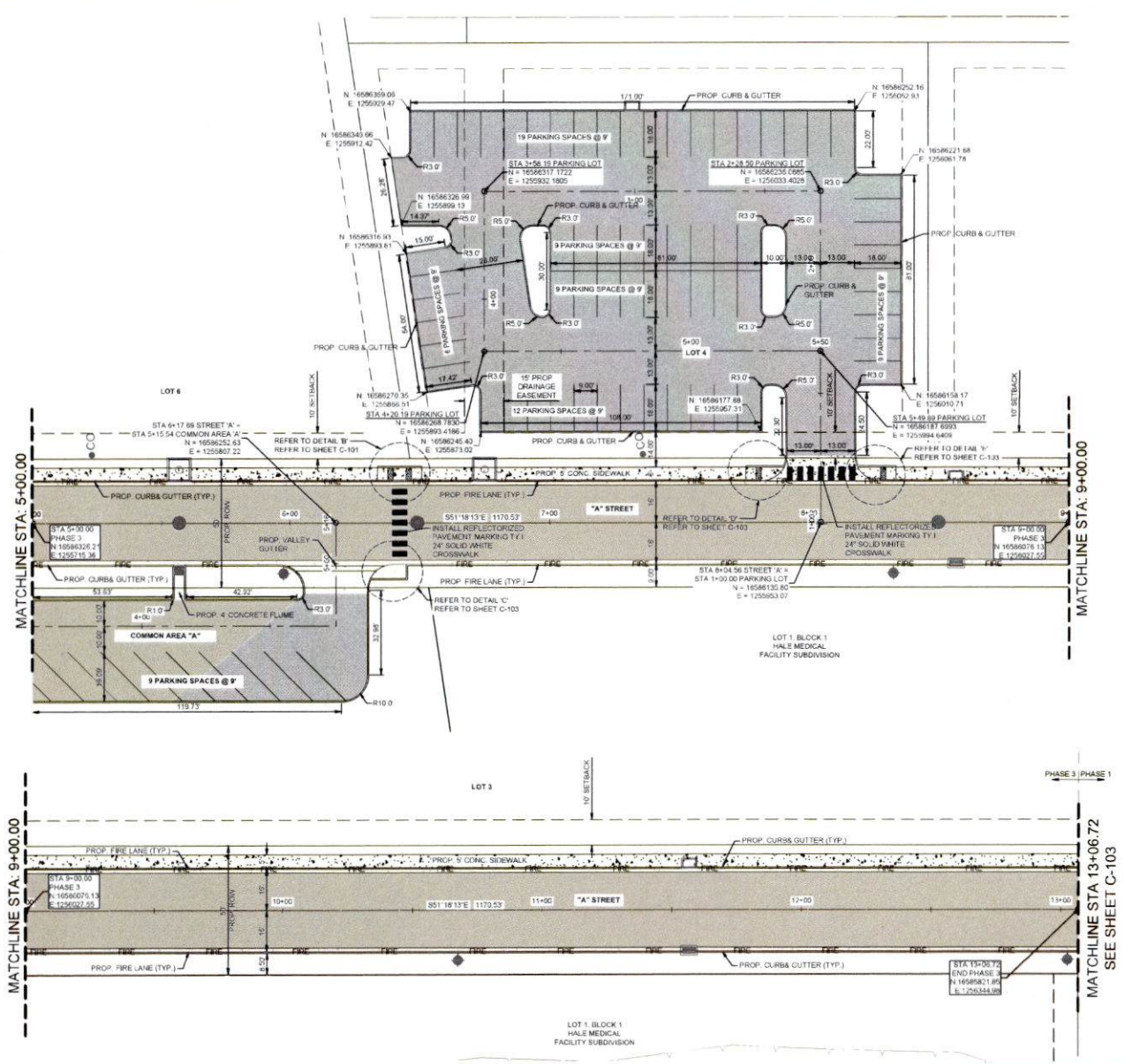
SHEET TITLE

OVERALL PAVING PLAN

C-100

FILE NAME: A:\53000s\53001\007\LDC\ACDS\sheet\C-PLAN-PAV-53001.007.dwg DATE: August 28, 2020, TIME: 3:58 PM, USER: ahr175


END OF SIDEWALK EXTENTS
N=16586658.6595
E=1255578.8222
20' EASEMENT
CITY OF
HARLINGEN
WATERWORKS
SYSTEM
10' SETBACK
30' PROP DRAINAGE
EASEMENT
LOT 6
LOT 7
CAMELOT DR.
100' R.O.W.
5' SIDEWALK
PROP. 5' CONC. SIDEWALK
DETECTABLE
WARNING
SURFACE
R26.0'
DETAIL 'A'
SCALE: 1" = 4'-0"
REFER TO SHEET C-101
N: 16586259.40
E: 1255833.15
PROP. HANDICAP
RAMP (TYP.)
N: 16586248.78
E: 1255846.42
N: 16586255.50
E: 1255830.02
N: 16586244.87
E: 1255843.29
DETAIL 'B'
SCALE: 1" = 4'-0"
REFER TO SHEET C-103
REFL PAV MRK TYP C HEAT APPLIED
PREFAB PERFORMED THERMOPLASTIC
(W) 24" (SLD) (125 MIL)
PROP. STOP SIGN
STA 7+09.11
PHASE 3 PC
N: 16586506.03
E: 1255486.98
STA 2+27.78
PHASE 3 PT
N: 16586496.77
E: 1255502.44
STA 2+81.93 STREET 'A' =
STA 1+00.00 COMMON AREA 'A'
N = 16586462.54
E = 1255545.17
STA 5+62.00
PHASE 3
N 16586326.24
E 1255715.36
END OF CURB & GUTTER
N 16586576.39
E 1255529.06
PROP. CURB& GUTTER (TYP.)
PROP. FIRE LANE (TYP.)
PROP. VALLEY GUTTER
REFER TO DETAIL 'A'
REFER TO SHEET C-101
R82.5'
S68°52'43"E 109.11'
S51°18'13"E 1170.53'
"A" STREET
PROP. ROW
R90.5'
R=65.500
L=18.077'
CB=S59° 05' 27.99"E
Δ=15°34'29"
R10.0'
12.00'
R3.0'
203.16'
COMMON AREA "A"
16 PARKING SPACES @ 9'
220.03'
32.28'
54.87'
54.20'
27.56'
94.8'
STA 1+00.00
PHASE 3
N 16586548.87
E 1255386.63
PROP. CONC. APRON
N: 16586538.27
E: 1255411.47
END OF CURB & GUTTER
N 16586499.16
E 1255396.11
MATCHLINE STA: 5+00.00
SCALE IN FEET
0 10 20 40
LEGEND
EXISTING
PROPOSED
CURB INLET
GRATE INLET
JUNCTION BOX
STORM MANHOLE
WASTEWATER MANHOLE
WASTEWATER CLEAN OUT
GATE VALVE & BOX
FIRE HYDRANT
TREE
TELEPHONE VAULT
GAS SIGN
POWER POLE
LIGHT POLE
TRAFFIC SIGN
FIBER OPTIC SIGN
FENCE
OVERHEAD ELECTRIC
UNDERGROUND ELECTRIC
TELEPHONE LINE
ASPHALT PAVEMENT
WASTEWATER LINE
WATER LINE
STORM LINE
BENCHMARK
BM #1
PROP. ASPHALT PAVEMENT
CONCRETE FLATWORK
NOTES
1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
PAVEMENT MARKING NOTES
1. THE PAVEMENT SURFACE SHALL BE MADE FREE OF DELETERIOUS MATERIAL PRIOR TO APPLICATION OR PERMANENT MARKINGS.
2. ALL PROPOSED 4" WHITE PAVEMENT MARKING SHALL BE WHITE HI-PERFORMANCE ACRYLIC ZONE MARKING PAINT (PRODUCT NO. 22WE008). CONTRACTOR SHALL APPLY ALL PAVEMENT MARKING PER MANUFACTURER'S RECOMMENDATIONS.
3. ALL PROPOSED 4" YELLOW PAVEMENT MARKING SHALL BE YELLOW HI-PERFORMANCE ACRYLIC ZONE MARKING PAINT (PRODUCT NO. 22Y-E005). CONTRACTOR SHALL APPLY ALL PAVEMENT MARKING PER MANUFACTURER'S RECOMMENDATIONS.
4. ADA PARKING BLUE SYMBOL SHALL BE A HI-PERFORMANCE ZONE MARKING PAINT AND SHALL BE PLACED PER MANUFACTURER'S RECOMMENDATIONS. GORILLA PAINT BY AEXCEL OR APPROVED EQUAL
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ELEVATION: 39.91
N= 16584805.31
E= 1256247.37
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SET SQUARE CUT ON TOP OF CONCRETE SIDEWALK LOCATED NEAREST THE INTERSECTION OF HALE AVE AND N ED CAREY DR
ELEVATION: 40.63
N= 16585125.39
E= 1255857.50
VICTORIA COMMONS
PHASE II
90% SUBMITTAL
HARLINGEN, TX
HARLINGEN
halff
5500 WEST MILITARY HWY
SUITE 100
MCALLEN, TX 78503
TEL: (956) 686-0006
REVISION
NO. DATE DESCRIPTION
PRELIMINARY
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REFERENCE CHAPA 147566
NAME PE LICENSE NO.
SIGNATURE
DATE
FIRM / BUSINESS NO. STATE
PROJECT NO. 53001.007
ISSUED 5/29/2026
DRAWN BY LA/FC
CHECKED BY BC
SCALE 1" = 20'
SHEET TITLE
PAVING & DIMENSIONAL CONTROL PLAN
C-101
FILE NAME: A:\53000s\53001\007\LDC\ACD\Sheets\C-PLAN-PAV-53001.007.dwg DATE: August 28, 2026, TIME: 3:56 PM, USER: ah175





NOTES:

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PAVEMENT MARKING NOTES:

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3. ALL PROPOSED 4" YELLOW PAVEMENT MARKING SHALL BE YELLOW HI-PERFORMANCE ACRYLIC ZONE MARKING PAINT (PRODUCT NO. 22Y-E008). CONTRACTOR SHALL APPLY ALL PAVEMENT MARKING PER MANUFACTURER'S ECOMMENDATIONS.
4. ADA PARKING BLUE SYMBOL SHALL BE A HI-PERFORMANCE ZONE MARKING PAINT AND SHALL BE PLACED PER MANUFACTURER'S RECOMMENDATIONS. GORILLA PAINT BY AEXCEL OR APPROVED EQUAL

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E= 1256241.37

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ELEVATION: 40.63
N= 16585125.39
E= 1255857.50

VICTORIA COMMONS PHASE II
90% SUBMITTAL
HARLINGEN, TX

HARLINGEN

halff
5000 WEST MILITARY HWY.
MCALLEN, TX 78503
TEL: (956) 664-0766

REVISION NO.	DATE	DESCRIPTION

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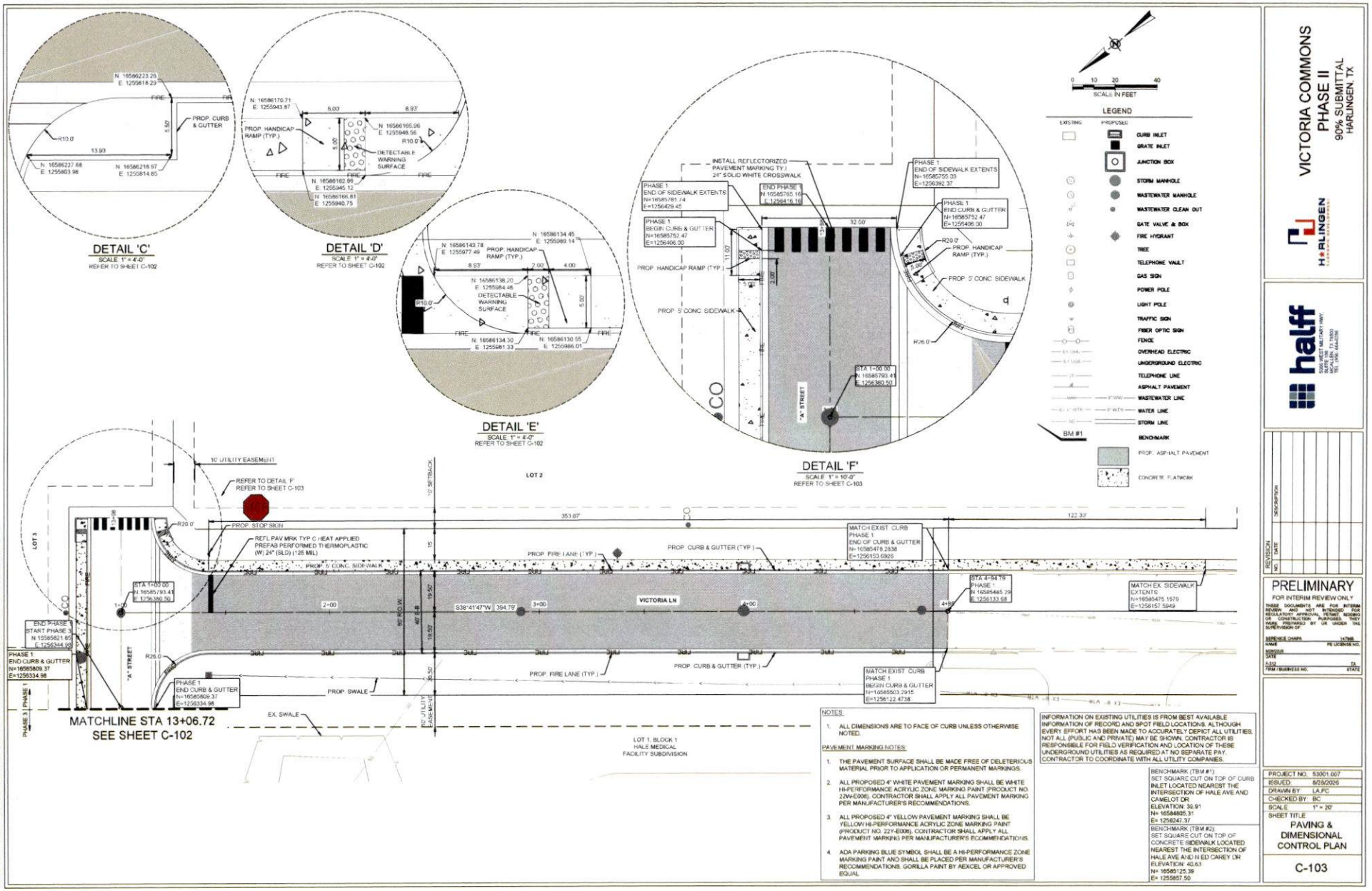
BERENICE CHAPA — 147966
NAME — PE LICENSE NO.
SIGNATURE
DATE
6.3.26
TBPE / BUSINESS NO. — STATE

PROJECT NO.	53001.007
ISSUED:	6/2/2026
DRAWN BY:	LA FC
CHECKED BY:	BC
SCALE:	1" = 20'

SHEET TITLE
PAVING & DIMENSIONAL CONTROL PLAN

C-102

FILE NAME: J:\53000s\53001\007\LDC\ACADSite\Hale\C-01-PLN-PAV-53001.007.dwg DATE: August 28, 2026 TIME: 3:58 PM USER: ak1175



NOTES:

1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.

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4. ADA PARKING BLUE SYMBOL SHALL BE A HI-PERFORMANCE ZONE MARKING PAINT AND SHALL BE PLACED PER MANUFACTURER'S RECOMMENDATIONS. GORILLA PAINT BY AEXCEL OR APPROVED EQUAL

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ELEVATION: 39.91
N= 16584805.31
E= 1256241.37

BENCHMARK (TBM #2):
SET SQUARE CUT ON TOP OF CONCRETE SIDEWALK LOCATED NEAREST THE INTERSECTION OF HALE AVE AND H ED CAREY DR
ELEVATION: 40.63
N= 16585125.39
E= 1255857.50

VICTORIA COMMONS
PHASE II
90% SUBMITTAL
HARLINGEN, TX

HARLINGEN
CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

halff
5500 WEST MILITARY HWY.
MCALLEN, TX 78503
TEL: (956) 664-2700

REVISION NO.	DATE	DESCRIPTION

PRELIMINARY
FOR INTERIM REVIEW ONLY

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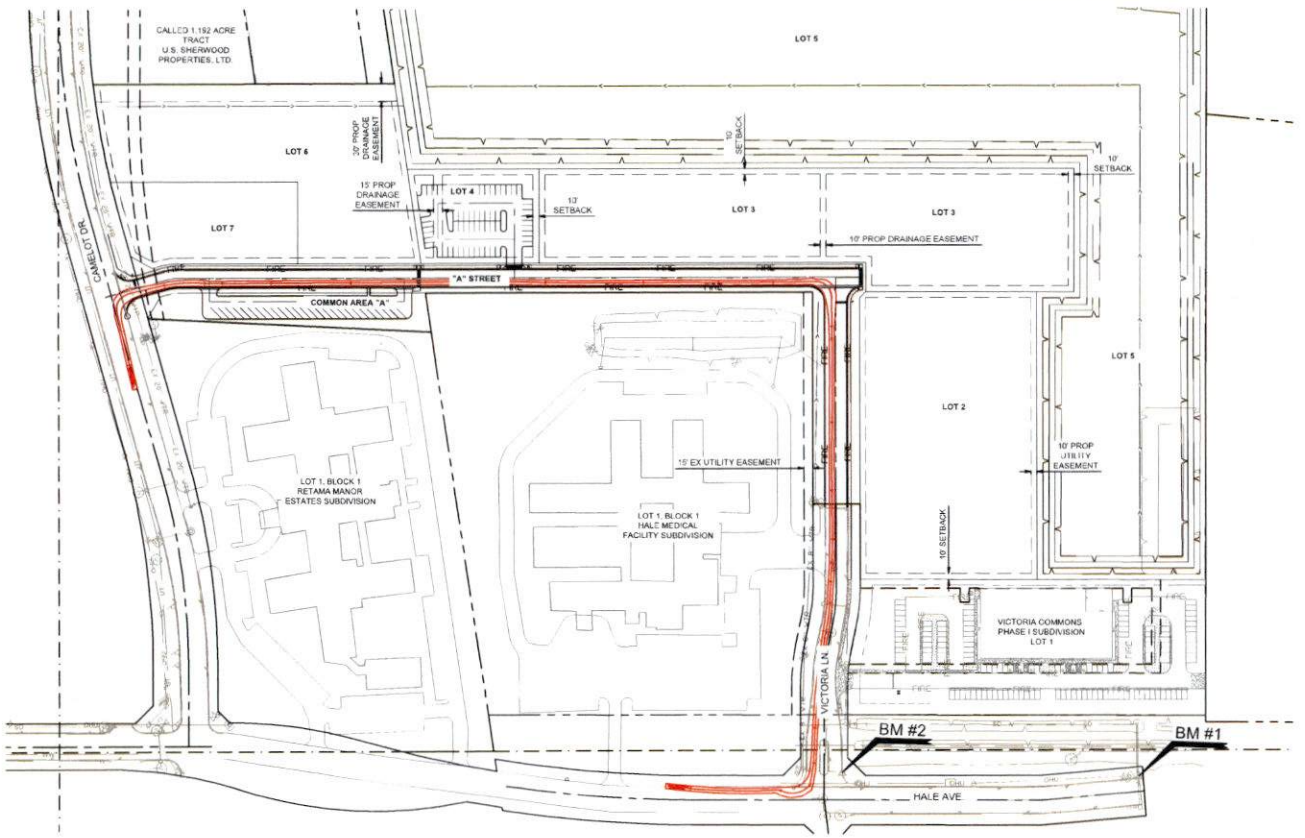
SIGNATURE CHAPA 147666
NAME PE LICENSE NO.
MERIDIAN
DATE
6,313 TX
TBPE / BUSINESS NO. STATE

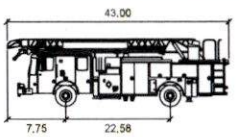
PROJECT NO.	53001.007
ISSUED	5/2/2026
DRAWN BY	LA, FC
CHECKED BY	BC
SCALE	1" = 20'

SHEET TITLE
PAVING & DIMENSIONAL CONTROL PLAN

C-103

FILE NAME: A:\53000s\53001\007\LDC\ACAD\Sheets\C-PLAN-PAV-53001-007.dwg DATE: August 28, 2026 TIME: 3:59 PM USER: ahr175





Pierce Velocity Aerial

	feet
Width	8.50
Track	8.50
Lock to Lock Time	6.0
Steering Angle	40.0

FIRE TRUCK PROFILE

SCALE 1" = 10'-0"

0 50 100 200
SCALE IN FEET

LEGEND

EXISTING	PROPOSED	
		INLET
		JUNCTION BOX
		STORM MANHOLE
		WASTEWATER MANHOLE
		WASTEWATER CLEAN OUT
		GATE VALVE & BOX
		FIRE HYDRANT
		TREE
		TELEPHONE VAULT
		GAS SIGN
		POWER POLE
		LIGHT POLE
		TRAFFIC SIGN
		FIBER OPTIC SIGN
		FENCE
OHU		OVERHEAD ELECTRIC
UGE		UNDERGROUND ELECTRIC
UT		TELEPHONE LINE
		ASPHALT PAVEMENT
WW	8" WW	WASTEWATER LINE
W W TR	8" WTR	WATER LINE
SD		STORM LINE
BM #1		BENCHMARK
		PROP. ASPHALT PAVEMENT
		CONCRETE FLATWORK

INFORMATION ON EXISTING UTILITIES IS FROM BEST AVAILABLE INFORMATION OF RECORD AND SPOT FIELD LOCATIONS. ALTHOUGH EVERY EFFORT HAS BEEN MADE TO ACCURATELY DEPICT ALL UTILITIES, NOT ALL (PUBLIC AND PRIVATE) MAY BE SHOWN. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION AND LOCATION OF THESE UNDERGROUND UTILITIES AS REQUIRED AT NO SEPARATE PAY. CONTRACTOR TO COORDINATE WITH ALL UTILITY COMPANIES.

BENCHMARK (TBM #1):
SET SQUARE CUT ON TOP OF CURB INLET LOCATED NEAREST THE INTERSECTION OF HALE AVE AND CAMELOT DR
ELEVATION: 36.91
N= 16584805.31
E= 1295241.37

BENCHMARK (TBM #2):
SET SQUARE CUT ON TOP OF CONCRETE SIDEWALK LOCATED NEAREST THE INTERSECTION OF HALE AVE AND N ED CAREY DR
ELEVATION: 40.63
N= 16585125.39
E= 1295857.50

VICTORIA COMMONS PHASE II
90% SUBMITTAL
HARLINGEN, TX

HARLINGEN
CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

halff
5990 WEST MILITARY HWY
MCALLEN, TX 78503
TEL: (956) 664-8700

REVISION NO.	DATE	DESCRIPTION

PRELIMINARY
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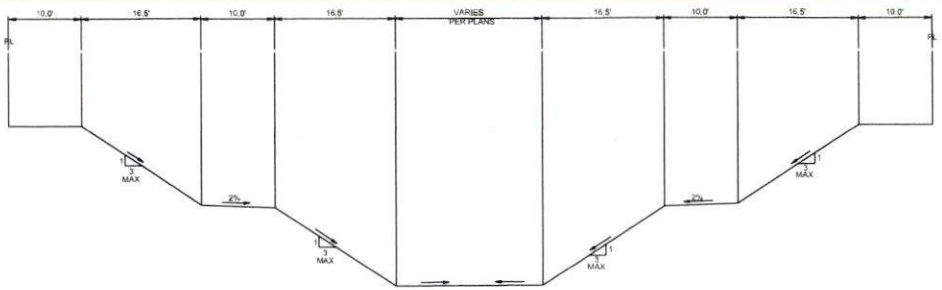
SERENDE CHAPA — 147948
NAME — PE LICENSE NO.
5/29/26
DATE
TX
FIRM / BUSINESS NO. — STATE

PROJECT NO.	53001.007
ISSUED	5/29/2026
DRAWN BY	LA, FC
CHECKED BY	SC
SCALE	1" = 100'

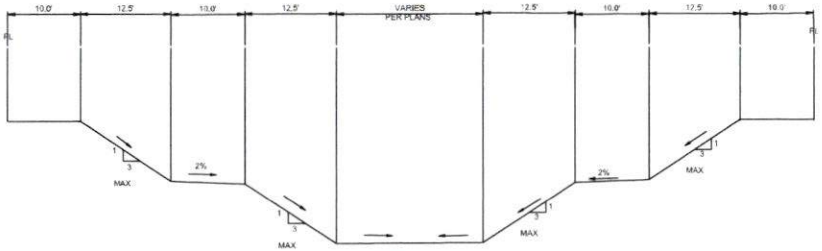
SHEET TITLE
FIRE ROUTE

C-104

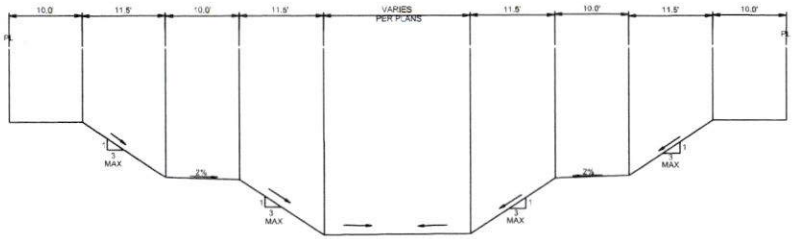
FILE NAME: A:\53000s\53001\007\LDC\ACDSheets\C-21-PAV-53001-007.dwg DATE: August 28, 2026, TIME: 3:58 PM, USER: ahr175



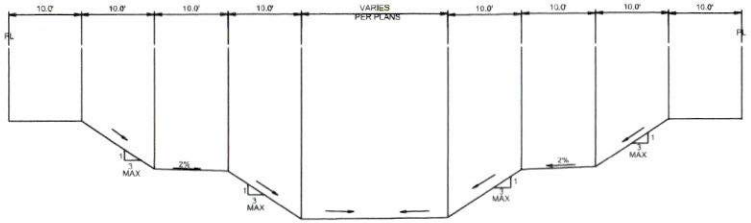
SECTION A-A
SCALE: NTS



SECTION B-B
SCALE: NTS



SECTION C-C
SCALE: NTS



SECTION D-D
SCALE: NTS

INFORMATION ON EXISTING UTILITIES IS FROM BEST AVAILABLE INFORMATION OF RECORD AND SPOT FIELD LOCATIONS. ALTHOUGH EVERY EFFORT HAS BEEN MADE TO ACCURATELY DEPICT ALL UTILITIES, NOT ALL (PUBLIC AND PRIVATE) MAY BE SHOWN. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION AND LOCATION OF THESE UNDERGROUND UTILITIES AS REQUIRED AT NO SEPARATE PAY. CONTRACTOR TO COORDINATE WITH ALL UTILITY COMPANIES.

BENCHMARK (TBM #1)
SET SQUARE CUT ON TOP OF CURB INLET LOCATED NEAREST THE INTERSECTION OF HALE AVE AND CAMELOT DR
ELEVATION: 36.91
N= 16584805.31
E= 1256241.37

BENCHMARK (TBM #2)
SET SQUARE CUT ON TOP OF CONCRETE SIDEWALK LOCATED NEAREST THE INTERSECTION OF HALE AVE AND N ED CAREY DR
ELEVATION: 40.63
N= 16585125.39
E= 1255857.50

VICTORIA COMMONS
PHASE II
90% SUBMITTAL
HARLINGEN, TX

HARLINGEN
ENGINEERING DEPARTMENT

halff
5000 WEST MILITARY HWY.
SUITE 200
MCALLEN, TX 78503
TEL: (956) 686-0206

REVISION NO.	DATE	DESCRIPTION

PRELIMINARY
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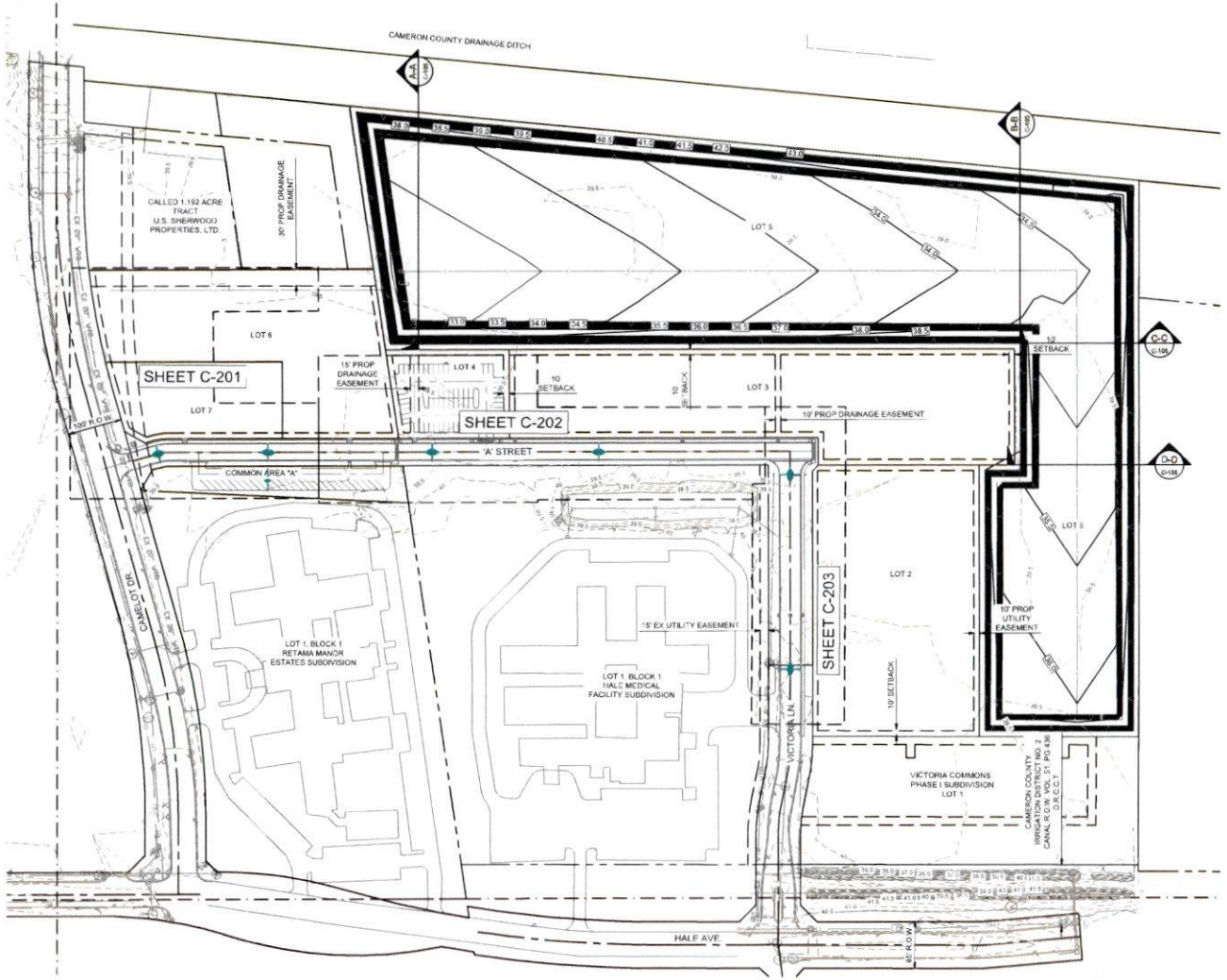
SERENDIS CHAPA — 147566
NAME — PE LICENSE NO.
4/29/2026
DATE
TX
TBPE / BUSINESS NO. — STATE

PROJECT NO.	53001.007
ISSUED	8/28/2026
DRAWN BY	LA FC
CHECKED BY	BC
SCALE	1" = 100'

SHEET TITLE
POND CROSS SECTIONS

C-105

FILE NAME: A:\53000s\53001\007\LDC\ADS\Sheets\C-PLAN-PAV-53001-007.dwg DATE: August 28, 2026, TIME: 3:58 PM, USER: ahr175



0 50 100 200
SCALE IN FEET

LEGEND

EXISTING	PROPOSED	
		INLET
		JUNCTION BOX
		STORM MANHOLE
		WASTEWATER MANHOLE
		WASTEWATER CLEAN OUT
		GATE VALVE & BOX
		FIRE HYDRANT
		TREE
		TELEPHONE VAULT
		GAS SIGN
		POWER POLE
		LIGHT POLE
		TRAFFIC SIGN
		FIBER OPTIC SIGN
		FENCE
		OVERHEAD ELECTRIC
		UNDERGROUND ELECTRIC
		TELEPHONE LINE
		ASPHALT PAVEMENT
		WASTEWATER LINE
		WATER LINE
		STORM LINE
BM #1		BENCHMARK
	60.0	MAJOR CONTOUR
	61.0	MINOR CONTOUR
		GRADE BREAK

INFORMATION ON EXISTING UTILITIES IS FROM BEST AVAILABLE INFORMATION OF RECORD AND SPOT FIELD LOCATIONS. ALTHOUGH EVERY EFFORT HAS BEEN MADE TO ACCURATELY DEPICT ALL UTILITIES, NOT ALL (PUBLIC AND PRIVATE) MAY BE SHOWN. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION AND LOCATION OF THESE UNDERGROUND UTILITIES AS REQUIRED AT NO SEPARATE PAY. CONTRACTOR TO COORDINATE WITH ALL UTILITY COMPANIES.

BENCHMARK (TBM #1)
SET SQUARE CUT ON TOP OF CURB INLET LOCATED NEAREST THE INTERSECTION OF HALE AVE AND CAMELOT DR
ELEVATION: 36.91
N= 16584805.31
E= 1216247.37

BENCHMARK (TBM #2)
SET SQUARE CUT ON TOP OF CONCRETE SIDEWALK LOCATED NEAREST THE INTERSECTION OF HALE AVE AND N ED CAREY DR
ELEVATION: 40.63
N= 16585125.39
E= 1255857.50

VICTORIA COMMONS PHASE II
90% SUBMITTAL
HARLINGEN, TX

HARLINGEN

halff
5000 WEST MILITARY HWY
MCALLEN, TX 78503
TEL: (956) 664-0766

REVISION NO.	DATE	DESCRIPTION

PRELIMINARY
FOR INTERIM REVIEW ONLY

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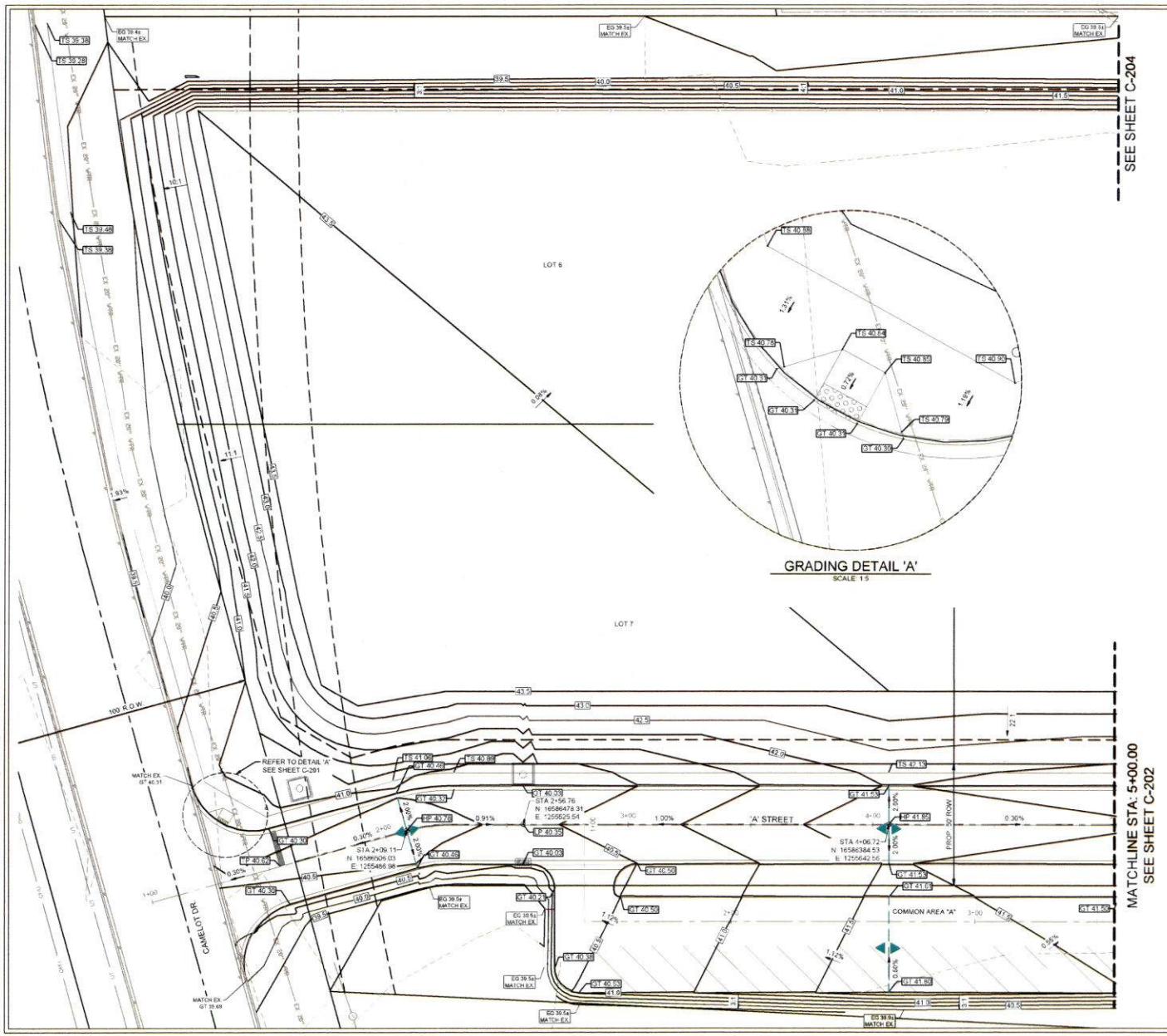
SERENCE CHAPA 147566
NAME PE LICENSE NO.
SIGNED
DATE
TX
TBPE / BUSINESS NO. STATE

PROJECT NO.	53001.007
ISSUED	5/2/2026
DRAWN BY	LA/FC
CHECKED BY	BC
SCALE	1" = 100'

SHEET TITLE
OVERALL GRADING

C-200

FILE NAME: J:\53000s\53001\007\LDC\ACDS\Sheets\C-PLAN-GRADE-53001-007.dwg DATE: August 29, 2026, TIME: 3:59 PM, USER: JA41175



LEGEND

EXISTING	PROPOSED	
		CURB INLET
		GRATE INLET
		JUNCTION BOX
		STORM MANHOLE
		WASTEWATER MANHOLE
		WASTEWATER CLEAN OUT
		GATE VALVE & BOX
		FIRE HYDRANT
		TREE
		TELEPHONE VAULT
		GAS SIGN
		POWER POLE
		LIGHT POLE
		TRAFFIC SIGN
		FIBER OPTIC SIGN
		FENCE
		OVERHEAD ELECTRIC
		UNDERGROUND ELECTRIC
		TELEPHONE LINE
		ASPHALT PAVEMENT
		WASTEWATER LINE
		WATER LINE
		STORM LINE
	BM #1	BENCHMARK

GRADING LEGEND

EXISTING	PROPOSED	
	60.0	MAJOR CONTOUR
	61.0	MINOR CONTOUR
	GT 8.00	GUTTER ELEVATION
	TP 8.00	TOP OF PAVEMENT ELEVATION
	FL 8.00	FLOWLINE ELEVATION
	TS 8.00	TOP OF SIDEWALK ELEVATION
		GRADE BREAK

INFORMATION ON EXISTING UTILITIES IS FROM BEST AVAILABLE INFORMATION OF RECORD AND SPOT FIELD LOCATIONS. ALTHOUGH EVERY EFFORT HAS BEEN MADE TO ACCURATELY DEPICT ALL UTILITIES, NOT ALL (PUBLIC AND PRIVATE) MAY BE SHOWN. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION AND LOCATION OF THESE UNDERGROUND UTILITIES AS REQUIRED AT NO SEPARATE PAY. CONTRACTOR TO COORDINATE WITH ALL UTILITY COMPANIES.

BENCHMARK (TBM #1)
SET SQUARE CUT ON TOP OF CURB INLET LOCATED NEAREST THE INTERSECTION OF HALE AVE AND CAMELOT DR
ELEVATION: 39.91
N= 16584805.31
E= 1256247.37

BENCHMARK (TBM #2)
SET SQUARE CUT ON TOP OF CONCRETE SIDEWALK LOCATED NEAREST THE INTERSECTION OF HALE AVE AND N ED CAREY DR
ELEVATION: 40.63
N= 16585125.39
E= 1255857.50

VICTORIA COMMONS
PHASE II
90% SUBMITTAL
HARLINGEN, TX

HARLINGEN
TRANSPORT DEVELOPMENT

halff
5000 WEST MILITARY HWY.
SUITE 300
MCALLEN, TX 78503
TEL: (956) 682-0136

NO.	DATE	DESCRIPTION

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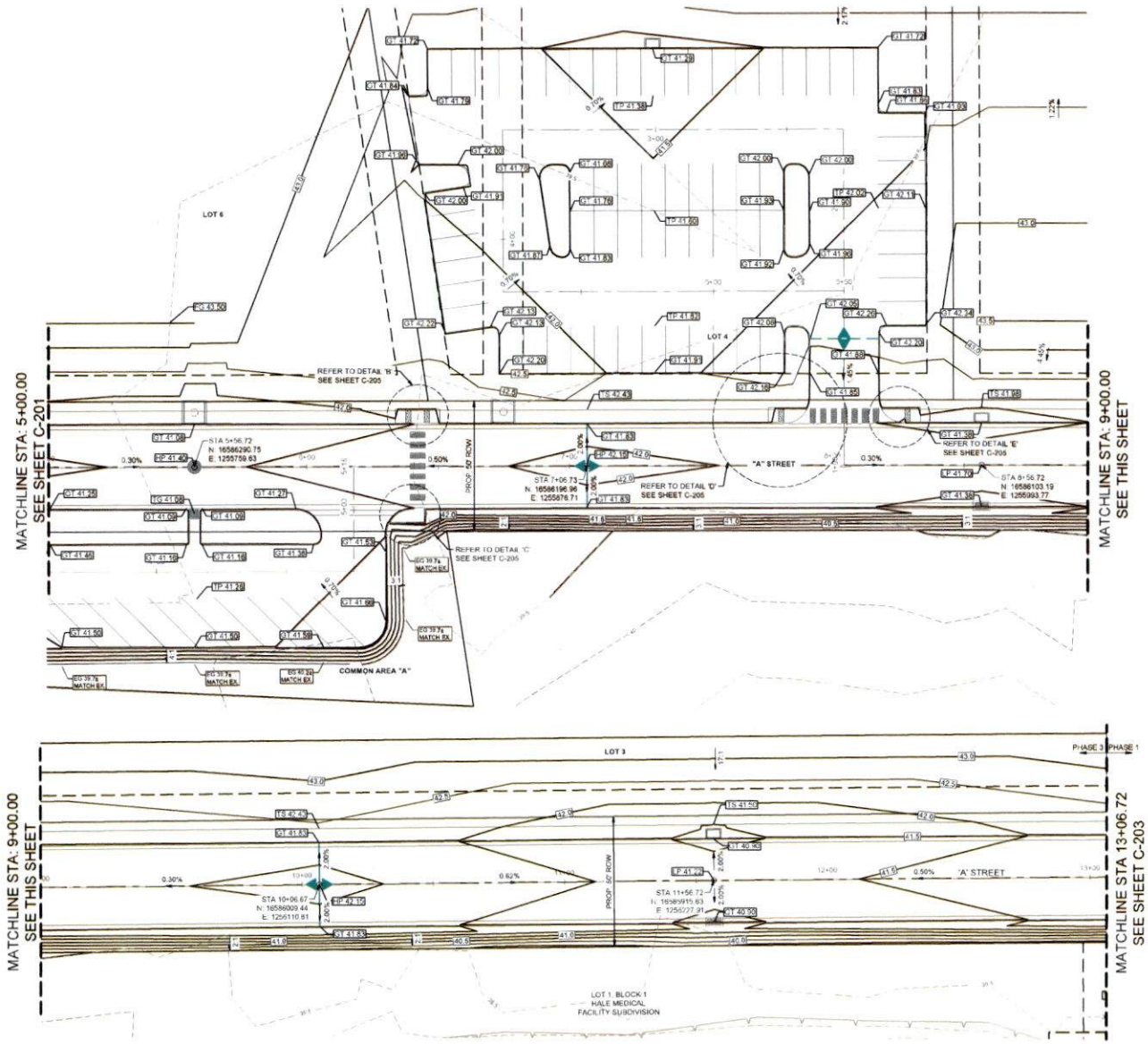
REFERENCE CHAPA	147866
NAME	PE LICENSE NO.
SIGNING DATE	
FIRM #	TX
FIRM # BUSINESS NO.	STATE

PROJECT NO.:	53001.007
ISSUED:	8/28/2025
DRAWN BY:	LA,FC
CHECKED BY:	BC
SCALE:	1" = 20'

SHEET TITLE
GRADING PLAN (SHEET 1 OF 3)

C-201

FILE NAME: A:\53000s\53001\007\LDC\ADS\Sheets\C-PLAN-GRADE-53001-007.dwg DATE: August 28, 2025, TIME: 3:50 PM, USER: ajh4175



SCALE IN FEET

LEGEND

EXISTING	PROPOSED	
		CURB INLET
		GRATE INLET
		JUNCTION BOX
		STORM MANHOLE
		WASTEWATER MANHOLE
		WASTEWATER CLEAN OUT
		GATE VALVE & BOX
		FIRE HYDRANT
		TREE
		TELEPHONE VAULT
		GAS SIGN
		POWER POLE
		LIGHT POLE
		TRAFFIC SIGN
		FIBER OPTIC SIGN
		FENCE
		OVERHEAD ELECTRIC
		UNDERGROUND ELECTRIC
		TELEPHONE LINE
		ASPHALT PAVEMENT
	FWW	WASTEWATER LINE
	FWTR	WATER LINE
		STORM LINE
BM #1		BENCHMARK

GRADING LEGEND

EXISTING	PROPOSED	
60	60.0	MAJOR CONTOUR
61	61.0	MINOR CONTOUR
	61.00	GUTTER ELEVATION
	TP 5.00	TOP OF PAVEMENT ELEVATION
	FL 5.00	FLOWLINE ELEVATION
	TS 5.00	TOP OF SIDEWALK ELEVATION
		GRADE BREAK

INFORMATION ON EXISTING UTILITIES IS FROM BEST AVAILABLE INFORMATION OF RECORD AND SPOT FIELD LOCATIONS. ALTHOUGH EVERY EFFORT HAS BEEN MADE TO ACCURATELY DEPICT ALL UTILITIES, NOT ALL (PUBLIC AND PRIVATE) MAY BE SHOWN. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION AND LOCATION OF THESE UNDERGROUND UTILITIES AS REQUIRED AT NO SEPARATE PAY. CONTRACTOR TO COORDINATE WITH ALL UTILITY COMPANIES.

BENCHMARK (TBM #1):
SET SQUARE CUT ON TOP OF CURB INLET LOCATED NEAREST THE INTERSECTION OF HALE AVE AND CAMELOT DR
ELEVATION: 39.91
N= 16584805.31
E= 1256247.37

BENCHMARK (TBM #2):
SET SQUARE CUT ON TOP OF CONCRETE SIDEWALK LOCATED NEAREST THE INTERSECTION OF HALE AVE AND N ED CAREY DR
ELEVATION: 40.63
N= 16585125.39
E= 1255857.50

VICTORIA COMMONS
PHASE II
90% SUBMITTAL
HARLINGEN, TX

HARLINGEN
CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

halff
5500 WEST MILITARY HWY
MCALLEN, TX 78503
TEL (956) 682-0316

REVISION NO.	DATE	DESCRIPTION

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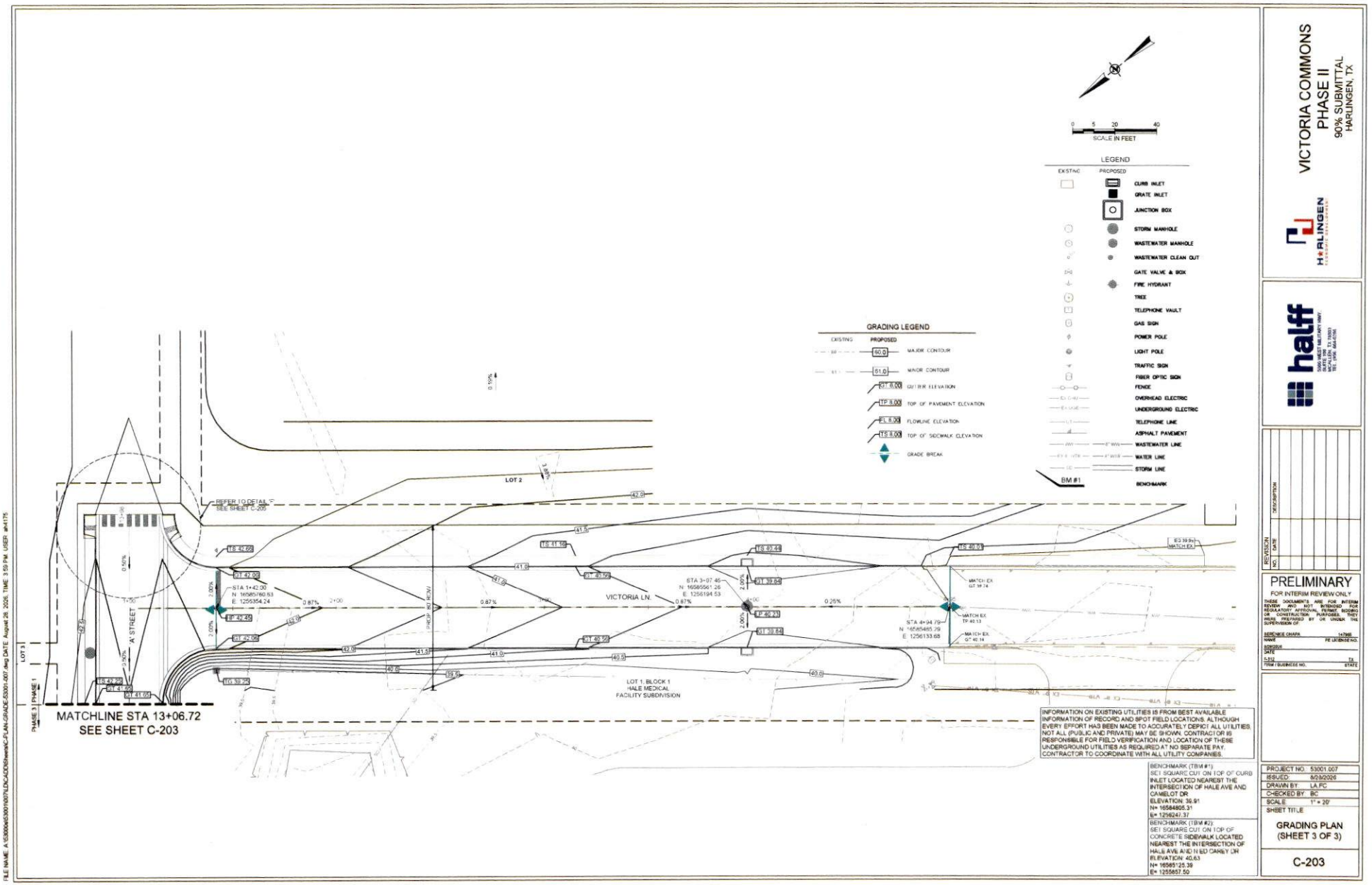
LAURENCE CHAPA — 147566
NAME — PE LICENSE NO.
8/29/2025
DATE
FIRM / BUSINESS NO. — STATE

PROJECT NO.	53001.007
ISSUED:	8/29/2025
DRAWN BY:	LA, FC
CHECKED BY:	BC
SCALE:	1" = 20'

SHEET TITLE:
GRADING PLAN
(SHEET 2 OF 3)

C-202

FILE NAME: A:\53000s\53001\007\LDC\ADDS\sheets\C-PLAN-GRADE-53001-007.dwg DATE: August 28, 2025, TIME: 3:59 PM | USER: ajh175



VICTORIA COMMONS
PHASE II
90% SUBMITTAL
HARLINGEN, TX

HARLINGEN
CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

halff
5000 WEST MILITARY HWY
SUITE 200
MCALLEN, TX 78503
TEL: (956) 668-6266

NO.	DATE	REVISION	DESCRIPTION

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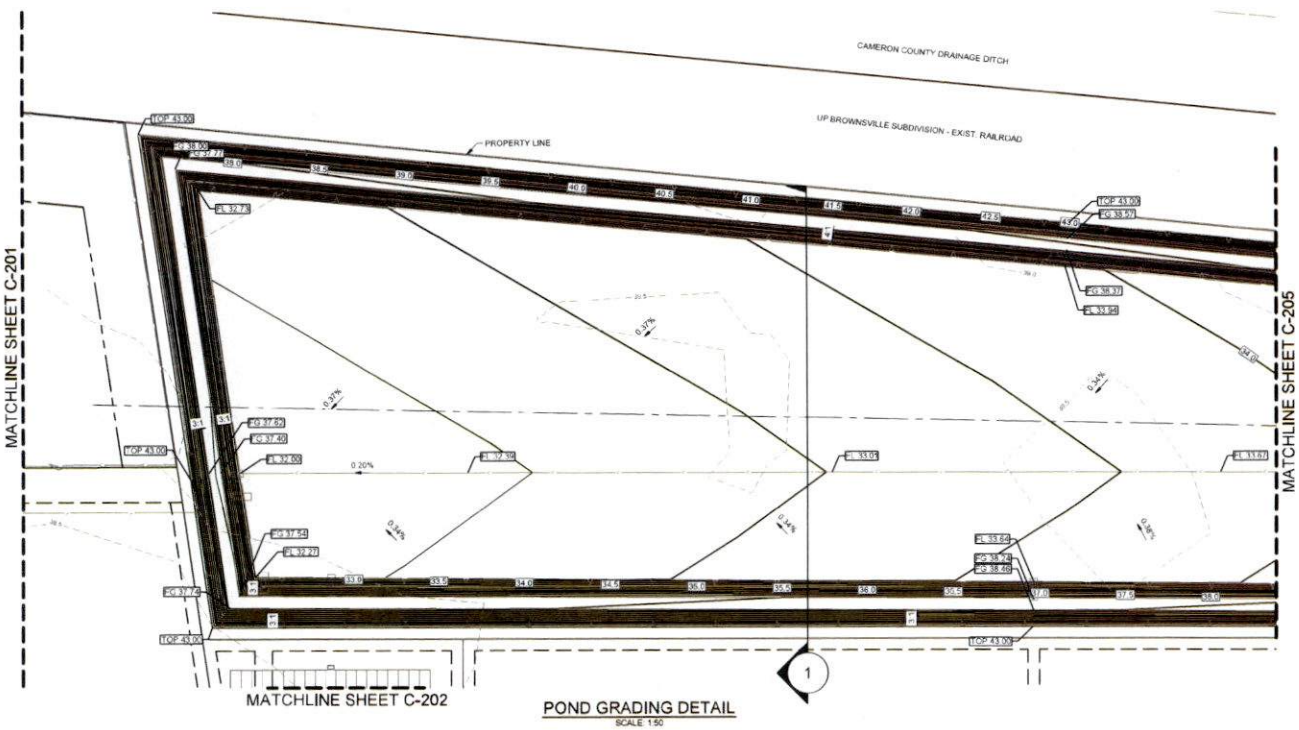
BERENICE CHAPA — 147998
NAME — PE LICENSE NO.
8/26/2026
DATE
TX
FIRM / BUSINESS NO. — STATE

PROJECT NO.	53001.007
ISSUED:	8/26/2026
DRAWN BY	LA,FC
CHECKED BY	BC
SCALE	1" = 20'

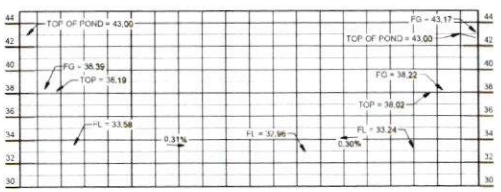
SHEET TITLE
GRADING PLAN
(SHEET 3 OF 3)

C-203

FILE NAME: A:\53000s\53001\007\LDC\ACDS\Sheets\C-PLAN-GRADE-53001-007.dwg DATE: August 26, 2026, TIME: 3:59 PM, USER: ak4175



POND GRADING DETAIL
SCALE 1:50



1 DETENTION POND CROSS-SECTION
SCALE 1" = 50'



LEGEND

EXISTING	PROPOSED	
		INLET
		JUNCTION BOX
		STORM MANHOLE
		WASTEWATER MANHOLE
		WASTEWATER CLEAN OUT
		GATE VALVE & BOX
		FIRE HYDRANT
		TREE
		TELEPHONE VAULT
		GAS SIGN
		POWER POLE
		LIGHT POLE
		TRAFFIC SIGN
		FIBER OPTIC SIGN
		FENCE
		OVERHEAD ELECTRIC
		UNDERGROUND ELECTRIC
		TELEPHONE LINE
		ASPHALT PAVEMENT
		WASTEWATER LINE
		WATER LINE
		STORM LINE
BM #1		BENCHMARK

GRADING LEGEND

EXISTING	PROPOSED	
	60.0	MAJOR CONTOUR
	61.0	MINOR CONTOUR
	GT 6.00	GUTTER ELEVATION
	TP 6.00	TOP OF PAVEMENT ELEVATION
	FL 6.00	FLOWLINE ELEVATION
	TS 6.00	TOP OF SIDEWALK ELEVATION
		GRADE BREAK

INFORMATION ON EXISTING UTILITIES IS FROM BEST AVAILABLE INFORMATION OF RECORD AND SPOT FIELD LOCATIONS. ALTHOUGH EVERY EFFORT HAS BEEN MADE TO ACCURATELY DEPICT ALL UTILITIES, NOT ALL (PUBLIC AND PRIVATE) MAY BE SHOWN. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION AND LOCATION OF THESE UNDERGROUND UTILITIES AS REQUIRED AT NO SEPARATE PAY. CONTRACTOR TO COORDINATE WITH ALL UTILITY COMPANIES.

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BENCHMARK (TBM #1)
SET SQUARE CUT ON TOP OF CURB INLET LOCATED NEAREST THE INTERSECTION OF HALE AVE AND CAMELOT DR
ELEVATION: 38.77
N= 16585911.60
E= 1254996.94

BENCHMARK (TBM #2)
SET SQUARE CUT ON TOP OF CONCRETE SIDEWALK LOCATED NEAREST THE INTERSECTION OF HALE AVE AND N ED CAREY DR
ELEVATION: 38.77
N= 16585911.60
E= 1254996.94

VICTORIA COMMONS
PHASE II
90% SUBMITTAL
HARLINGEN, TX

HARLINGEN
ENGINEERING DEPARTMENT

halff
5390 WEST MILITARY HWY.
MCALLEN, TX 78503
TEL: (956) 664-0704

REVISION NO.	DATE	DESCRIPTION

PRELIMINARY
FOR INTERIM REVIEW ONLY

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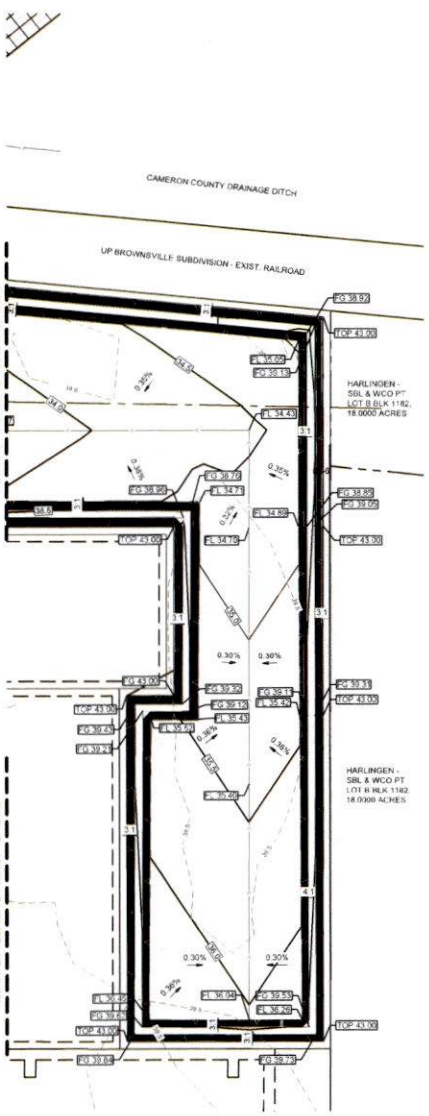
SERENICE CHAPA	147565
NAME	PE LICENSE NO.
6/29/2026	
DATE	
TX	
FIRM / BUSINESS NO.	STATE

PROJECT NO.	53001.007
ISSUED	6/29/2026
DRAWN BY	LA FC
CHECKED BY	SC
SCALE	1" = 50'

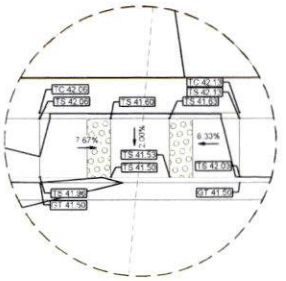
SHEET TITLE
GRADING DETAILS

C-204

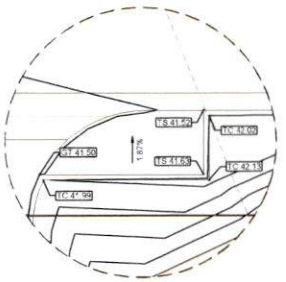
FILE NAME: J:\53000s\53001\007\LDC\ACD\Sheets\C-PLAN-GRADE-53001-007.dwg DATE: August 28, 2026, TIME: 3:59 PM USER: ak4175



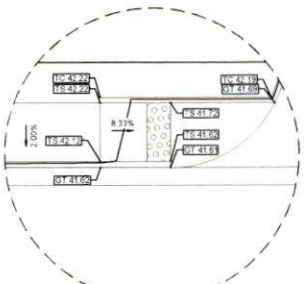
POND GRADING DETAIL
SCALE 1:80



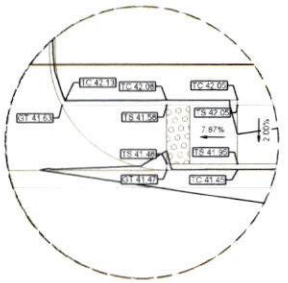
GRADING DETAIL 'B'
SCALE 1:5
REFER TO SHEET C-202



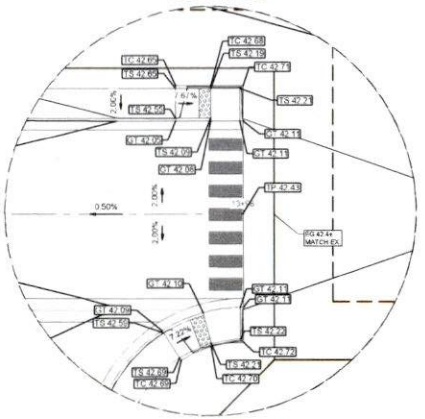
GRADING DETAIL 'C'
SCALE 1:5
REFER TO SHEET C-202



GRADING DETAIL 'D'
SCALE 1:5
REFER TO SHEET C-202



GRADING DETAIL 'E'
SCALE 1:5
REFER TO SHEET C-202



GRADING DETAIL 'F'
SCALE 1:10
REFER TO SHEET C-203



LEGEND

EXISTING	PROPOSED	
		INLET
		JUNCTION BOX
		STORM MANHOLE
		WASTEWATER MANHOLE
		WASTEWATER CLEAN OUT
		GATE VALVE & BOX
		FIRE HYDRANT
		TREE
		TELEPHONE VAULT
		GAS SIGN
		POWER POLE
		LIGHT POLE
		TRAFFIC SIGN
		FIBER OPTIC SIGN
		FENCE
		OVERHEAD ELECTRIC
		UNDERGROUND ELECTRIC
		TELEPHONE LINE
		ASPHALT PAVEMENT
	8" WW	WASTEWATER LINE
	8" WTR	WATER LINE
		STORM LINE
BM #1		BENCHMARK

GRADING LEGEND

EXISTING	PROPOSED	
	60.0	MAJOR CONTOUR
	61.0	MINOR CONTOUR
	GT 8.00	GUTTER ELEVATION
	TP 8.00	TOP OF PAVEMENT ELEVATION
	FL 8.00	FLOWLINE ELEVATION
	TS 8.00	TOP OF SIDEWALK ELEVATION
		GRADE BREAK

INFORMATION ON EXISTING UTILITIES IS FROM BEST AVAILABLE INFORMATION OF RECORD AND SPOT FIELD LOCATIONS. ALTHOUGH EVERY EFFORT HAS BEEN MADE TO ACCURATELY DEPICT ALL UTILITIES, NOT ALL (PUBLIC AND PRIVATE) MAY BE SHOWN. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION AND LOCATION OF THESE UNDERGROUND UTILITIES AS REQUIRED AT NO SEPARATE PAY. CONTRACTOR TO COORDINATE WITH ALL UTILITY COMPANIES.

BENCHMARK (TBM #1)
SET SQUARE CUT ON TOP OF CURB INLET LOCATED NEAREST THE INTERSECTION OF HALE AVE AND CAMELOT DR
ELEVATION: 39.91
N= 16584805.31
E= 1276247.37

BENCHMARK (TBM #2)
SET SQUARE CUT ON TOP OF CONCRETE SIDEWALK LOCATED NEAREST THE INTERSECTION OF HALE AVE AND N ED CAREY DR
ELEVATION: 40.63
N= 16585125.39
E= 1255857.50

VICTORIA COMMONS PHASE II
90% SUBMITTAL
HARLINGEN, TX

HARLINGEN

halff
5390 WEST MILITARY HWY
MCALLEN, TX 78503
TEL: (956) 664-0766

REVISION NO.	DATE	DESCRIPTION

PRELIMINARY
FOR INTERIM REVIEW ONLY

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BERENICE CHAPA — 147966
NAME — PE LICENSE NO.
SIGNATURE
DATE
FIRM / BUSINESS NO. — STATE

PROJECT NO.	53001.007
ISSUED	8/28/2026
DRAWN BY	LA/FC
CHECKED BY	BC
SCALE	1" = 80'

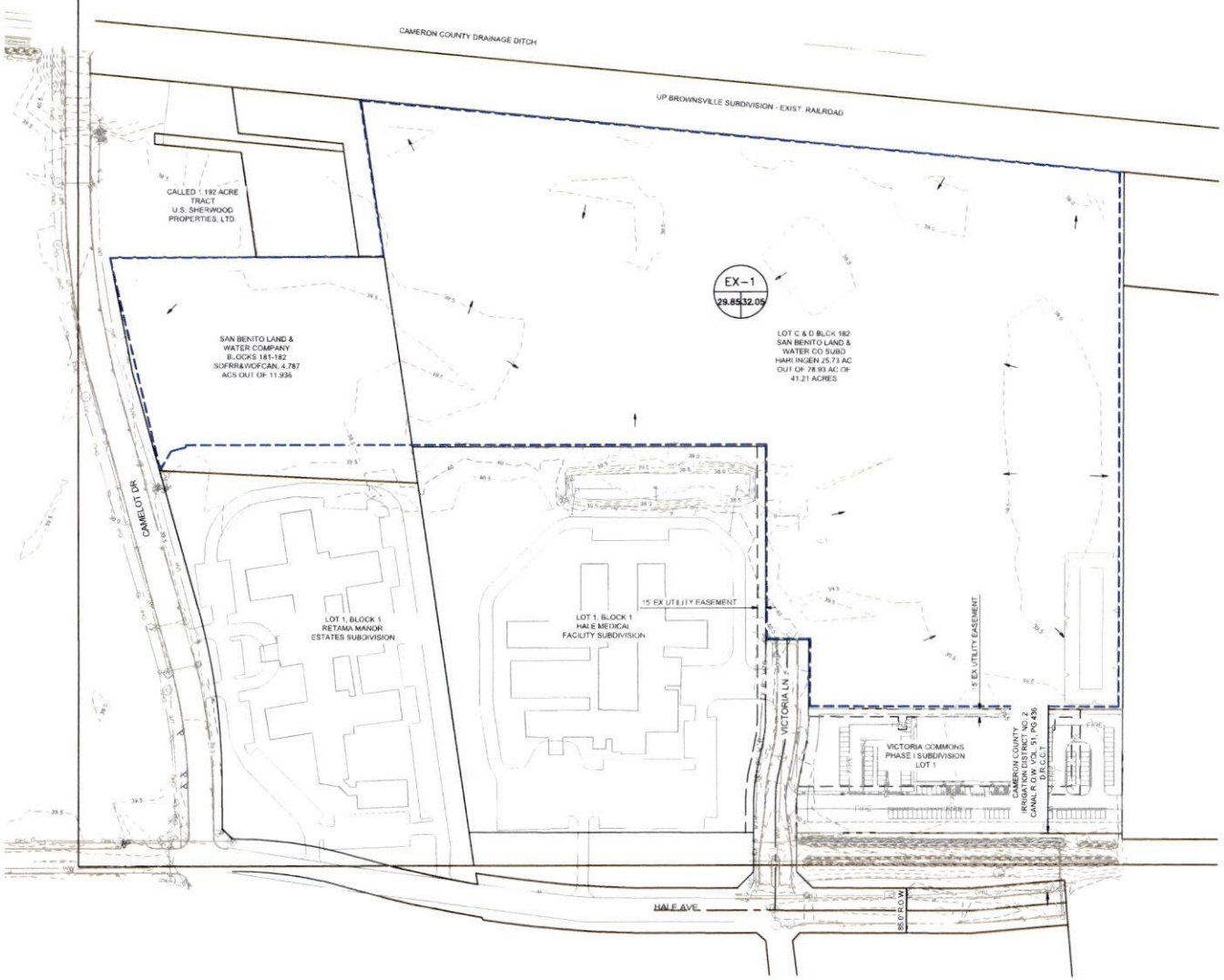
SHEET TITLE
GRADING DETAILS

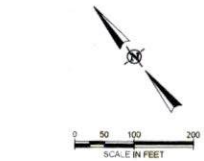
C-205

FILE NAME: J:\53000s\53001\007\LDC\ADD\Sheets\C-PLAN-GRADE-53001-007.dwg DATE: August 28, 2026, TIME: 4:00 PM USER: jm41175

EXISTING RUNOFF COMPUTATIONS

Basin Information				Computed C	Cumulative	Time of Concentration		Intensity			Flow		
Drainage Basin	Area (Ac)	Pervious Area (Ac) for C=0.3	Impervious Area (Ac) for C=0.9	C	CA	Tc (minutes)	Tc Used (minutes)	I_{10} (in/hr)	I_{25} (in/hr)	I_{50} (in/hr)	Q_{10} (cfs)	Q_{25} (cfs)	Q_{50} (cfs)
EX-1	29.85	29.85	0.00	0.30	8.96	47.86	47.86	3.58	4.39	4.99	32.05	39.28	44.70

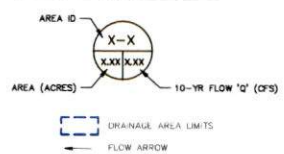




LEGEND

PROPOSED	EXISTING	
		INLET
		GRATE INLET
		MANHOLE
		GATE VALVE & BOX
		WATER METER
		FIRE HYDRANT
		BACKFLOW PREVENTER
		POINT INDICATOR VALVE
		WASTEWATER CLEAN OUT
		POWER POLE
		TRAFFIC SIGN
		FIBER OPTIC SIGN
		FENCE
OHE	EX OHE	OVERHEAD ELECTRIC
UGE	EX UGE	UNDERGROUND ELECTRIC
GAS	EX GAS	GAS LINE
F/O	EX F/O	FIBER OPTIC LINE
TCL	EX TCL	TELEPHONE LINE
		ASPHALT PAVEMENT
8" WW	EX WW	WASTEWATER LINE
6" FM		FORCE MAIN LINE
8" WTR	EX 8"W	WATER LINE
FIRE	EX FIRE	FIRE PROTECTION
	EX 8"SD	STORM LINE

LEGEND



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BENCHMARK (TBM #1)
SET SQUARE CUT ON TOP OF CURB INLET LOCATED NEAREST THE INTERSECTION OF HALE AVE AND CAMELOT DR
ELEVATION: 36.91
N= 16584805.31
E= 1256241.37

BENCHMARK (TBM #2)
SET SQUARE CUT ON TOP OF CONCRETE SIDEWALK LOCATED NEAREST THE INTERSECTION OF HALE AVE AND N ED CAREY DR
ELEVATION: 40.63
N= 16585125.39
E= 1255857.50

VICTORIA COMMONS
PHASE II
90% SUBMITTAL
HARLINGEN, TX

HARLINGEN
ENGINEERING DEPARTMENT

halff
5500 WEST MILITARY HWY
SUITE 100
MCALLEN, TX 78503
TEL: (956) 664-8704

REVISION NO.	DATE	DESCRIPTION

PRELIMINARY
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SERENICE CHAPA 147908
NAME PE LICENSE NO.
8/28/2026
DATE
TX
STATE
FIRM / BUSINESS NO.

PROJECT NO.	53001.007
ISSUED:	8/28/2026
DRAWN BY:	LA FC
CHECKED BY:	SC
SCALE:	1" = 100'

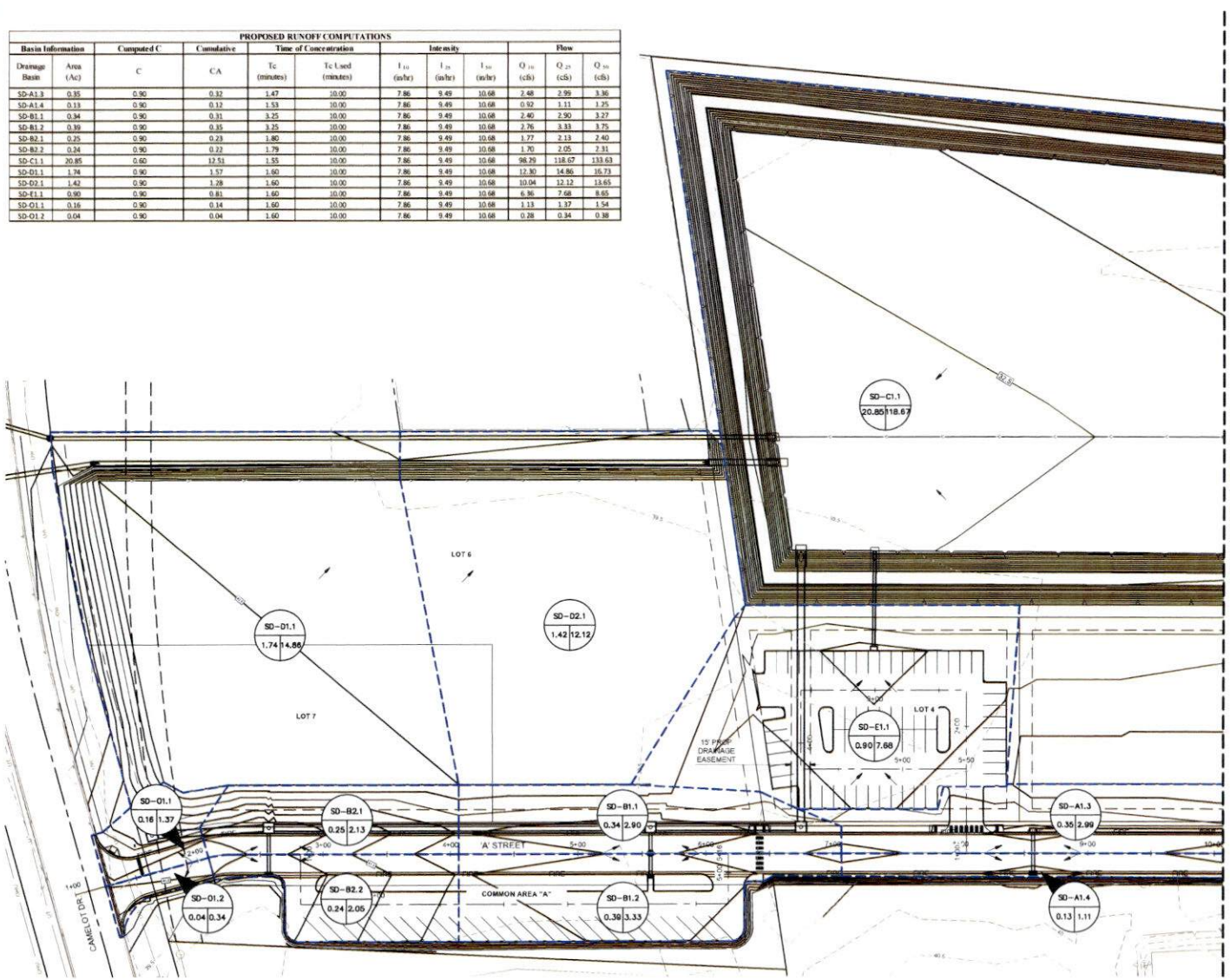
SHEET TITLE
EXISTING DRAINAGE AREA MAP

C-300

FILE NAME: A:\53000s\53001\007\LDC\ACDS\Sheets\C-PLAN-DRAINAGE-53001-007.dwg DATE: August 29, 2026, TIME: 4:00 PM, USER: ar4175

PROPOSED RUNOFF COMPUTATIONS

Basin Information		Computed C	Cumulative	Time of Concentration		Intensity			Flow		
Drainage Basin	Area (Ac)	C	CA	Tc (minutes)	Tc Used (minutes)	I_{10} (in/hr)	I_{25} (in/hr)	I_{50} (in/hr)	Q_{10} (cfs)	Q_{25} (cfs)	Q_{50} (cfs)
SD-A1.3	0.35	0.90	0.32	1.47	10.00	7.86	9.49	10.68	2.48	2.99	3.36
SD-A1.4	0.13	0.90	0.12	1.53	10.00	7.86	9.49	10.68	0.92	1.11	1.25
SD-B1.1	0.34	0.90	0.31	3.25	10.00	7.86	9.49	10.68	2.40	2.90	3.27
SD-B1.2	0.39	0.90	0.35	3.25	10.00	7.86	9.49	10.68	2.76	3.33	3.75
SD-B2.1	0.25	0.90	0.23	1.80	10.00	7.86	9.49	10.68	1.77	2.13	2.40
SD-B2.2	0.24	0.90	0.22	1.79	10.00	7.86	9.49	10.68	1.70	2.05	2.31
SD-C1.1	20.85	0.60	12.51	1.55	10.00	7.86	9.49	10.68	98.29	118.67	133.63
SD-D1.1	1.74	0.90	1.57	1.60	10.00	7.86	9.49	10.68	12.30	14.86	16.73
SD-D2.1	1.42	0.90	1.28	1.60	10.00	7.86	9.49	10.68	10.04	12.12	13.65
SD-E1.1	0.90	0.90	0.81	1.60	10.00	7.86	9.49	10.68	6.36	7.68	8.65
SD-O1.1	0.16	0.90	0.14	1.60	10.00	7.86	9.49	10.68	1.13	1.37	1.54
SD-O1.2	0.04	0.90	0.04	1.60	10.00	7.86	9.49	10.68	0.28	0.34	0.38



0 50 100 200
SCALE IN FEET

LEGEND

PROPOSED	EXISTING	
		INLET
		GRATE INLET
		MANHOLE
		GATE VALVE & BOX
		WATER METER
		FIRE HYDRANT
		BACKFLOW PREVENTER
		POINT INDICATOR VALVE
		WASTEWATER CLEAN OUT
		POWER POLE
		TRAFFIC SIGN
		FIBER OPTIC SIGN
		FENCE
OHE	EX OHE	OVERHEAD ELECTRIC
UGE	EX UGE	UNDERGROUND ELECTRIC
GAS	EX GAS	GAS LINE
F/O	EX F/O	FIBER OPTIC LINE
TEL	EX TEL	TELEPHONE LINE
		ASPHALT PAVEMENT
8" WW	EX WW	WASTEWATER LINE
8" FM		FORCE MAIN LINE
8" WTR	EX 8"W	WATER LINE
FIRE	EX FIRE	FIRE PROTECTION
	EX 8"SD	STORM LINE

LEGEND

AREA ID — X–X — X.XX X.XX — 25-YR FLOW 'Q' (CFS)

AREA (ACRES)

DRAINAGE AREA LIMITS

FLOW ARROW

VICTORIA COMMONS
PHASE II
90% SUBMITTAL
HARLINGEN, TX

HARLINGEN

halff
3500 WEST MILITARY HWY.
MCALLEN, TX 78503
TEL (956) 682-0181

REVISION NO.	DATE	DESCRIPTION

PRELIMINARY
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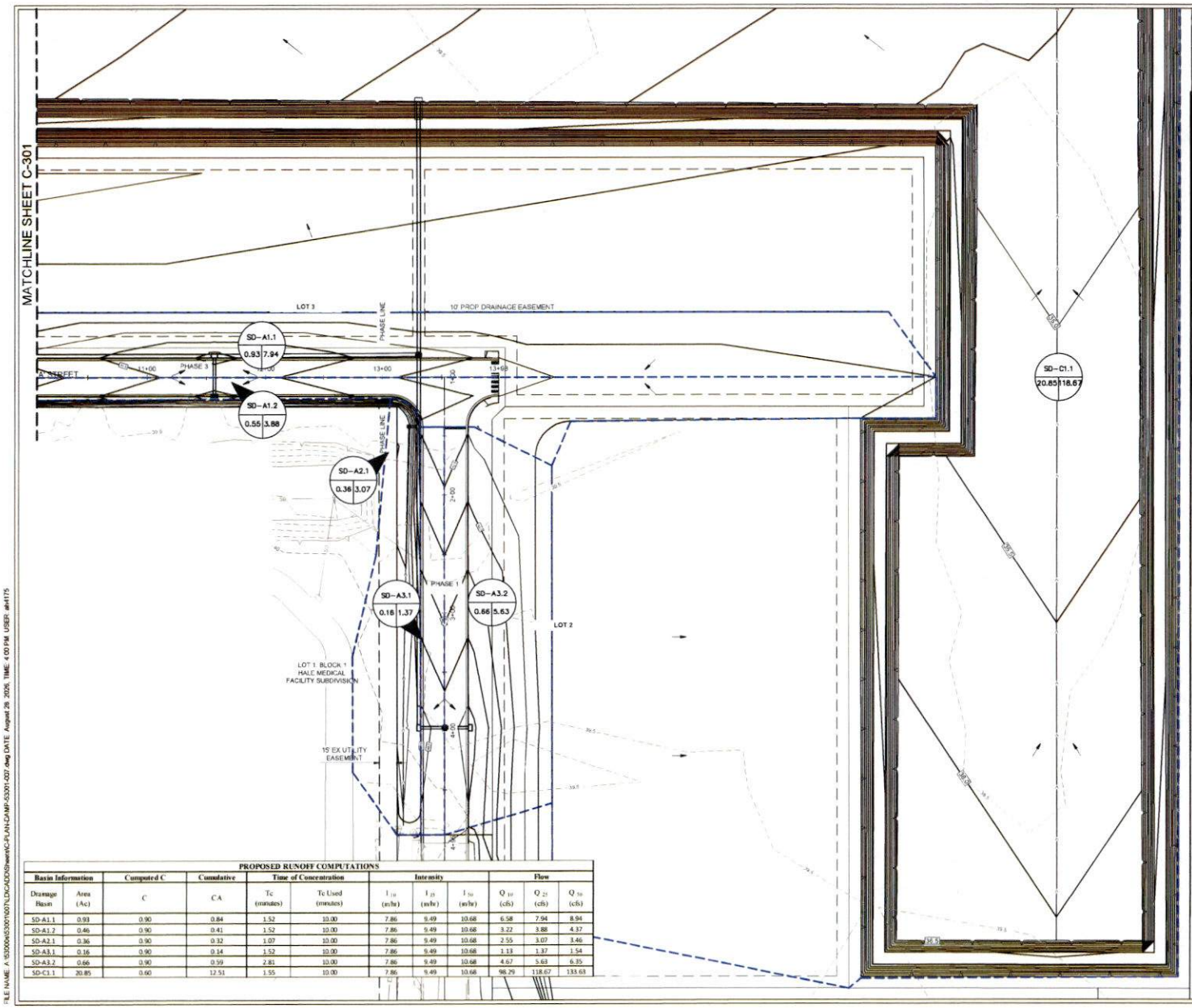
BERENICE CHAPA — 147998
NAME — PE LICENSE NO.
SIGNATURE
DATE
TX
FIRM / BUSINESS NO. — STATE

PROJECT NO.	53001.007
ISSUED	8/28/2026
DRAWN BY	LA, FC
CHECKED BY	BC
SCALE	1" = 100'

SHEET TITLE
PROPOSED DRAINAGE AREA MAP

C-301

FILE NAME: A:\53000s\53001\007\LDC\ACDSheets\C-FLAN-DAMP-53001-007.dwg DATE: August 28, 2026, TIME: 4:00 PM, USER: avi175



PROPOSED RUNOFF COMPUTATIONS

Basin Information		Computed C	Cumulative	Time of Concentration		Intensity			Flow		
Drainage Basin	Area (Ac)	C	CA	Tc (minutes)	Tc Used (minutes)	I_{10} (in/hr)	I_{25} (in/hr)	I_{50} (in/hr)	Q_{10} (cfs)	Q_{25} (cfs)	Q_{50} (cfs)
SD-A1.1	0.93	0.90	0.84	1.52	10.00	7.86	9.49	10.68	6.58	7.94	8.94
SD-A1.2	0.46	0.90	0.41	1.52	10.00	7.86	9.49	10.68	3.22	3.88	4.37
SD-A2.1	0.36	0.90	0.32	1.07	10.00	7.86	9.49	10.68	2.55	3.07	3.46
SD-A3.1	0.16	0.90	0.14	1.52	10.00	7.86	9.49	10.68	1.13	1.37	1.54
SD-A3.2	0.66	0.90	0.59	2.81	10.00	7.86	9.49	10.68	4.67	5.63	6.35
SD-C1.1	20.85	0.60	12.51	1.55	10.00	7.86	9.49	10.68	98.29	118.67	133.63

SCALE IN FEET

LEGEND

PROPOSED	EXISTING	
		INLET
		GRATE INLET
		MANHOLE
		GATE VALVE & BOX
		WATER METER
		FIRE HYDRANT
		BACKFLOW PREVENTER
		POINT INDICATOR VALVE
		WASTEWATER CLEAN OUT
		POWER POLE
		TRAFFIC SIGN
		FIBER OPTIC SIGN
		FENCE
OHE	EX OHE	OVERHEAD ELECTRIC
UGE	EX UGE	UNDERGROUND ELECTRIC
GAS	EX GAS	GAS LINE
F/O	EX F/O	FIBER OPTIC LINE
TEL	EX TEL	TELEPHONE LINE
		ASPHALT PAVEMENT
8" WW	EX WW	WASTEWATER LINE
8" FM		FORCE MAIN LINE
8" WTR	EX 8"W	WATER LINE
FIRE	EX FIRE	FIRE PROTECTION
	EX 8"SD	STORM LINE

LEGEND:

AREA ID — X-X

X.XX | X.XX

AREA (ACRES) — FLOW 'Q' (CFS) 25 YEAR

Q (CFS) = CIA
C (DEVELOPED) = 0.90
T_c (MINUTES) = 10
I (50yr) = 10.68

DRAINAGE AREA LIMITS

FLOW ARROW

VICTORIA COMMONS
PHASE II
90% SUBMITTAL
HARLINGEN, TX

HARLINGEN

halff
5000 WEST MILITARY HWY.
MCALLEN, TX 78503
TEL: (956) 664-2361

REVISION NO.	DATE	DESCRIPTION

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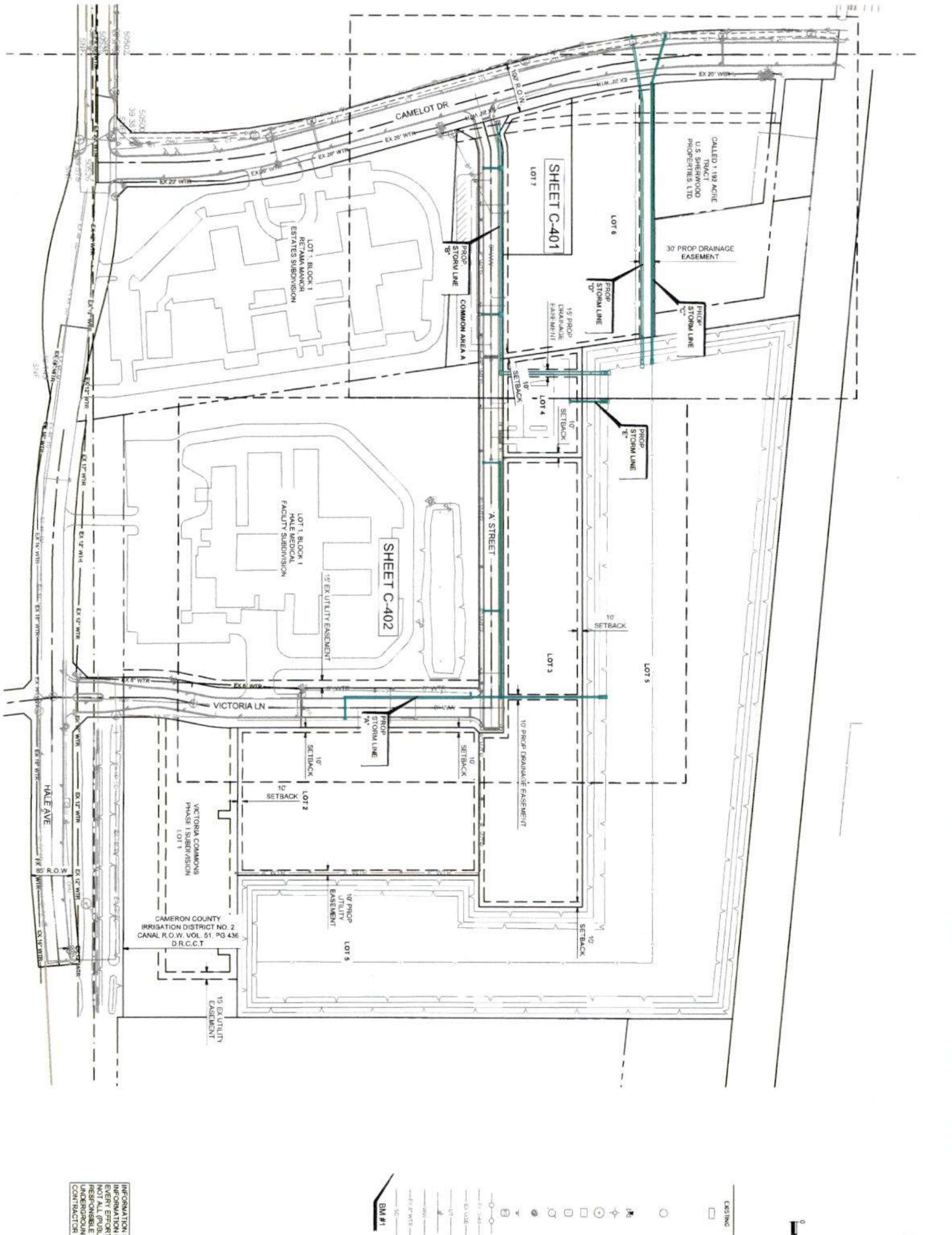
REFERENCE DWAPA 147885
NAME PE LICENSE NO.
5/20/2026
DATE
FIRM / BUSINESS NO. STATE

PROJECT NO. 53001.007
ISSUED 5/28/2026
DRAWN BY LA, FC
CHECKED BY BC
SCALE 1" = 40'
SHEET TITLE
PROPOSED DRAINAGE AREA MAP

C-302

FILE NAME: J:\53000s\53001\007\LDA\ADS\Sheet\IC-PLAN-DJMP-53001-007.dwg DATE: August 29, 2026, TIME: 4:01 PM USER: ak4175

FILE NAME: A:\53000s\53001\007\LD\CADD\Sheets\C-PLAN-STORM-53001-007.dwg DATE: August 28, 2026, TIME: 4:01 PM, USER: ah4175



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BENCHMARK (TBM #1)
SET SQUARE CUT ON TOP OF CURB INLET LOCATED NEAREST THE INTERSECTION OF HALE AVE AND CAMELOT DR.
ELEVATION: 36.91
N= 16584805.31
E= 1256247.37

BENCHMARK (TBM #2)
SET SQUARE CUT ON TOP OF CONCRETE SIDEWALK LOCATED NEAREST THE INTERSECTION OF HALE AVE AND NED CAREY DR
ELEVATION: 40.63
N= 16585125.39
E= 1255857.50

PROJECT NO.:	53001.007
ISSUED:	8/28/2026
DRAWN BY:	LA,FC
CHECKED BY:	BC
SCALE:	1" = 100'

SHEET TITLE
OVERALL DRAINAGE PLAN

C-400

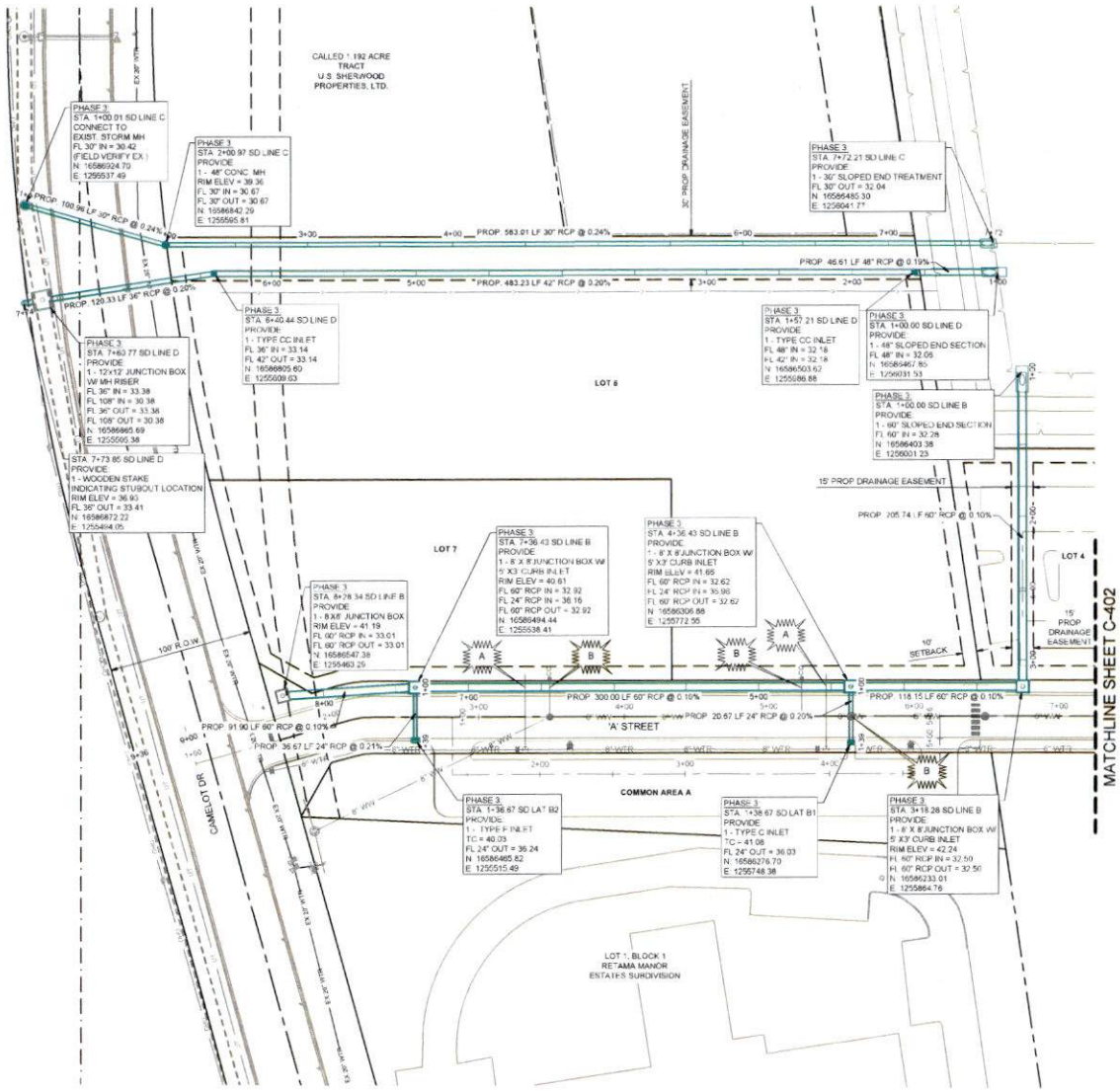
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BERENICE CHAPA 147966
NAME PE LICENSE NO.
8/28/2026
DATE
F-312 TX
FIRM / BUSINESS NO. STATE

REVISION		
NO.	DATE	DESCRIPTION

halff
5000 WEST MILITARY HWY, SUITE 100
MCALLEN, TX 78503
TEL: (956) 664-0286

HARLINGEN ECONOMIC DEVELOPMENT

VICTORIA COMMONS
PHASE II
75% SUBMITTAL
HARLINGEN, TX





LEGEND

EXISTING	PROPOSED	
		INLET
		JUNCTION BOX
		STORM MANHOLE
		WASTEWATER MANHOLE
		WASTEWATER CLEAN OUT
		GATE VALVE & BOX
		FIRE HYDRANT
		TREE
		TELEPHONE VAULT
		GAS SIGN
		POWER POLE
		LIGHT POLE
		TRAFFIC SIGN
		FIBER OPTIC SIGN
		FENCE
OHE		OVERHEAD ELECTRIC
UGE		UNDERGROUND ELECTRIC
		TELEPHONE LINE
		ASPHALT PAVEMENT
WW	8" WW	WASTEWATER LINE
W/R	8" W/R	WATER LINE
SD		STORM LINE
BM #1		BENCHMARK

A ! CAUTION ! PROP. WATER CROSSING

B ! CAUTION ! PROP. WASTEWATER CROSSING PROP. WATER DEFLECTION

C ! CAUTION ! PROP. STORMWATER CROSSING PROP. WATER / WASTEWATER DEFLECTION

INFORMATION ON EXISTING UTILITIES IS FROM BEST AVAILABLE INFORMATION OF RECORD AND SPOT FIELD LOCATIONS. ALTHOUGH EVERY EFFORT HAS BEEN MADE TO ACCURATELY DEPICT ALL UTILITIES, NOT ALL (PUBLIC AND PRIVATE) MAY BE SHOWN. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION AND LOCATION OF THESE UNDERGROUND UTILITIES AS REQUIRED AT NO SEPARATE PAY. CONTRACTOR TO COORDINATE WITH ALL UTILITY COMPANIES.

BENCHMARK (TBM #1)
SET SQUARE CUT ON TOP OF CURB INLET LOCATED NEAREST THE INTERSECTION OF HALE AVE AND CAMELOT DR
ELEVATION: 39.91
N= 16584805.31
E= 1256247.37

BENCHMARK (TBM #2)
SET SQUARE CUT ON TOP OF CONCRETE SIDEWALK LOCATED NEAREST THE INTERSECTION OF HALE AVE AND N ED CAREY DR
ELEVATION: 40.83
N= 16585125.39
E= 1255857.50

VICTORIA COMMONS
PHASE II
90% SUBMITTAL
HARLINGEN, TX

HARLINGEN
CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

halff
3500 WEST MILITARY HWY.
MCALLEN, TX 78503
TEL (956) 682-0316

REVISION NO.	DATE	DESCRIPTION

PRELIMINARY
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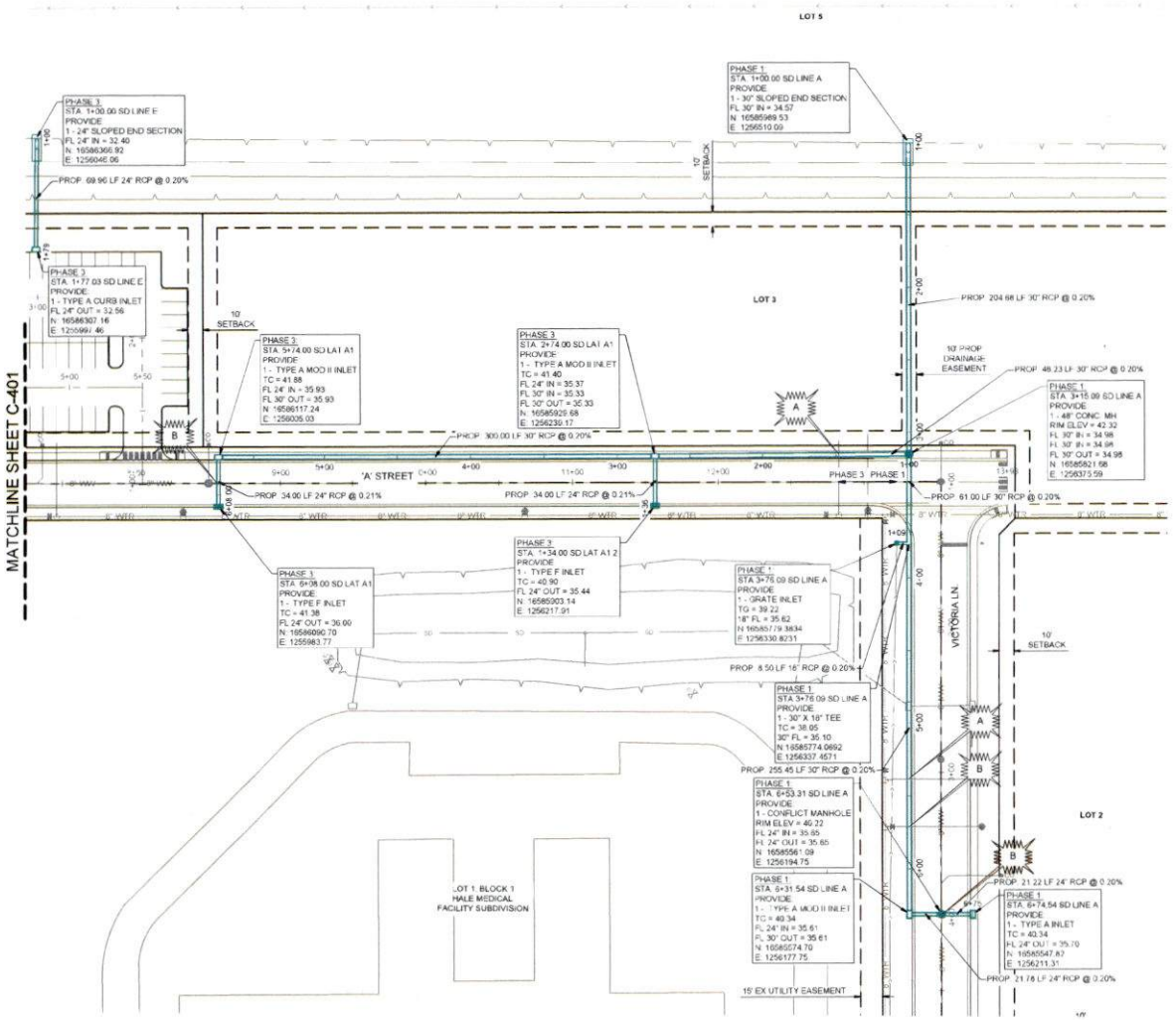
BERENICE CHAPA
NAME
147946
PE LICENSE NO.
SIGNATURE
DATE
TX
FIRM / BUSINESS NO.
STATE

PROJECT NO.	53001.007
ISSUED	6/3/2026
DRAWN BY	LA,FC
CHECKED BY	BC
SCALE	1" = 40'

SHEET TITLE
DRAINAGE PLAN

C-401

FILE NAME: A:\53000s\53001\007\LDC\ADDS\Sheets\C-PLAN-STORM-53001-007.dwg DATE: August 28, 2026 TIME: 4:01 PM USER: ah4175



0 20 40 80
SCALE IN FEET

LEGEND

EXISTING	PROPOSED	
		INLET
		JUNCTION BOX
		STORM MANHOLE
		WASTEWATER MANHOLE
		WASTEWATER CLEAN OUT
		GATE VALVE & BOX
		FIRE HYDRANT
		TREE
		TELEPHONE VAULT
		GAS SIGN
		POWER POLE
		LIGHT POLE
		TRAFFIC SIGN
		FIBER OPTIC SIGN
		FENCE
		OVERHEAD ELECTRIC
		UNDERGROUND ELECTRIC
		TELEPHONE LINE
		ASPHALT PAVEMENT
		WASTEWATER LINE
		WATER LINE
		STORM LINE
BM #1		BENCHMARK

A ! CAUTION ! PROP. WATER CROSSING

B ! CAUTION ! PROP. WASTEWATER CROSSING PROP. WATER DEFLECTION

C ! CAUTION ! PROP. STORMWATER CROSSING PROP. WATER / WASTEWATER DEFLECTION

INFORMATION ON EXISTING UTILITIES IS FROM BEST AVAILABLE INFORMATION OF RECORD AND SPOT FIELD LOCATIONS. ALTHOUGH EVERY EFFORT HAS BEEN MADE TO ACCURATELY DEPICT ALL UTILITIES, NOT ALL (PUBLIC AND PRIVATE) MAY BE SHOWN. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION AND LOCATION OF THESE UNDERGROUND UTILITIES AS REQUIRED AT NO SEPARATE PAY. CONTRACTOR TO COORDINATE WITH ALL UTILITY COMPANIES.

BENCHMARK (TBM #1):
SET SQUARE CUT ON TOP OF CURB INLET LOCATED NEAREST THE INTERSECTION OF HALE AVE AND CAMELOT DR
ELEVATION: 36.91
N= 16584805.31
E= 1256247.37

BENCHMARK (TBM #2):
SET SQUARE CUT ON TOP OF CONCRETE SIDEWALK LOCATED NEAREST THE INTERSECTION OF HALE AVE AND N ED CAREY DR
ELEVATION: 40.63
N= 16585125.39
E= 1255857.50

VICTORIA COMMONS PHASE II
90% SUBMITTAL
HARLINGEN, TX

HARLINGEN
ENGINEERING DEPARTMENT

halff
5000 WEST MILITARY HWY.
MCALLEN, TX 78503
TEL: (956) 664-0706

REVISION NO.	DATE	DESCRIPTION

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SERVICE CHAPA NAME	147946 PE LICENSE NO.
5/31/26 DATE	
FIRM / BUSINESS NO.	TX STATE

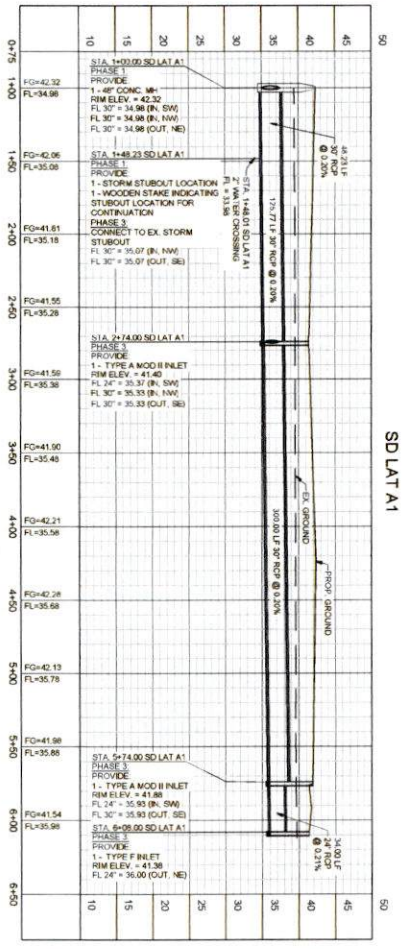
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ISSUED	8/28/2026
DRAWN BY	LA PC
CHECKED BY	BC
SCALE	1" = 40'

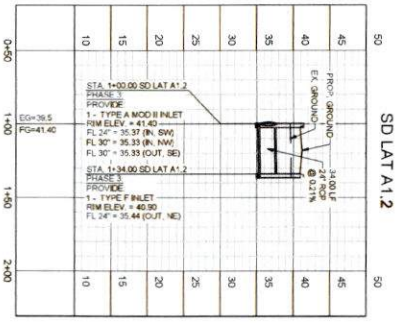
SHEET TITLE
DRAINAGE PLAN

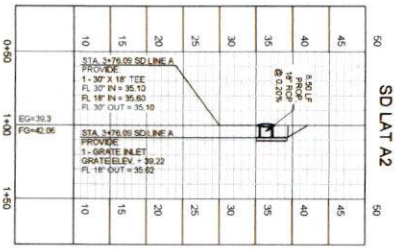
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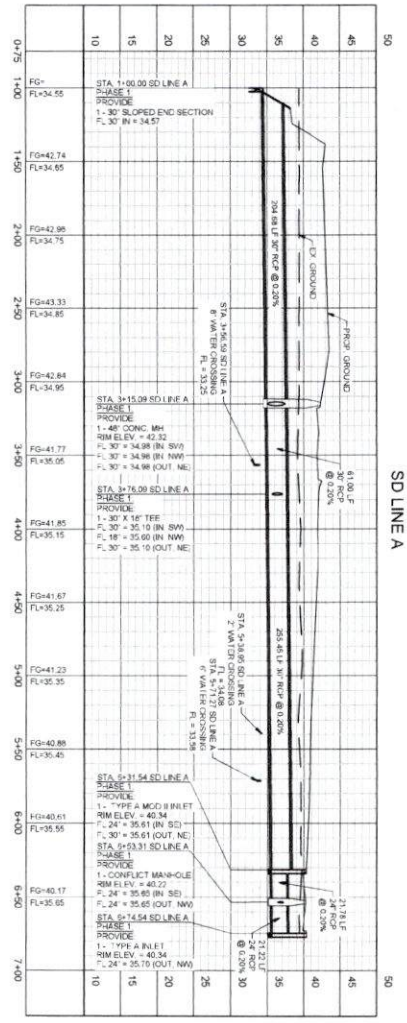
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FILE NAME: A:\53000s\53001\007\LDCADD\Sheets\C-PLAN-STORM-PROF-53001-007.dwg DATE: August 28, 2026, TIME: 4:02 PM USER: ah4175











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NO.	DATE	DESCRIPTION

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5000 WEST MILITARY HWY.
SUITE 150
MCALLEN, TX 78503
TEL: (956) 664-0766

HARLINGEN
TEXMEX DEVELOPMENT

VICTORIA COMMONS PHASE II
90% SUBMITTAL
HARLINGEN, TX

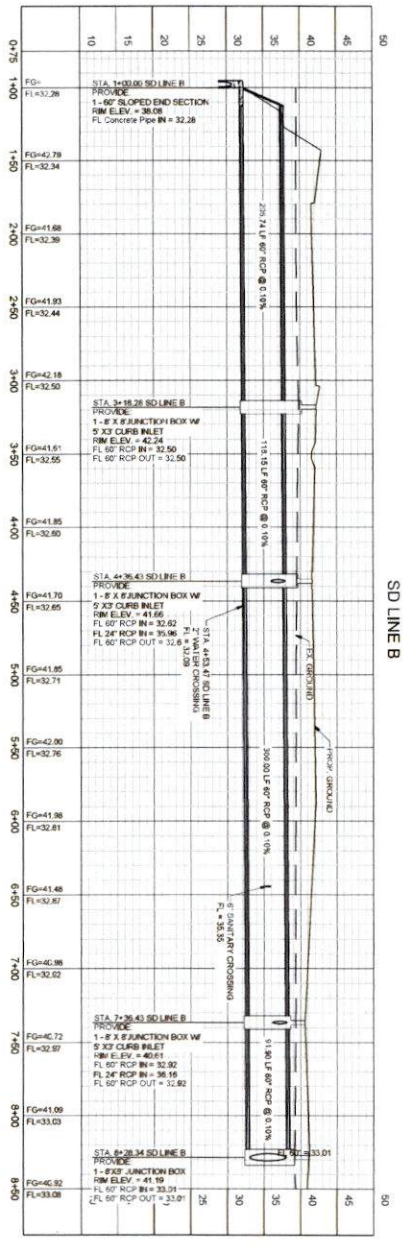
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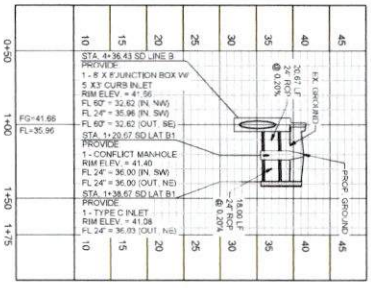
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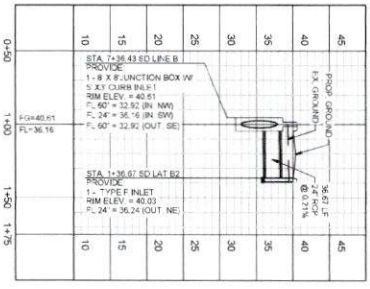
SCALE: 1" = 40'
SHEET TITLE

CHECKED BY: BC
DRAWN BY: LA,FC
ISSUED: 8/28/2026
PROJECT NO: 53001.007

FILE NAME: A:\53000s\53001\007\LDICADD\Sheets\C-PLAN-STORM-PROF-53001-007.dwg DATE: August 28, 2026, TIME: 4:02 PM, USER: ah4175









C-404

DRAINAGE PROFILE

SHEET TITLE
SCALE: 1" = 40'
CHECKED BY: BC
DRAWN BY: LA FC
ISSUED: 8/28/2026
PROJECT NO: 53001.007

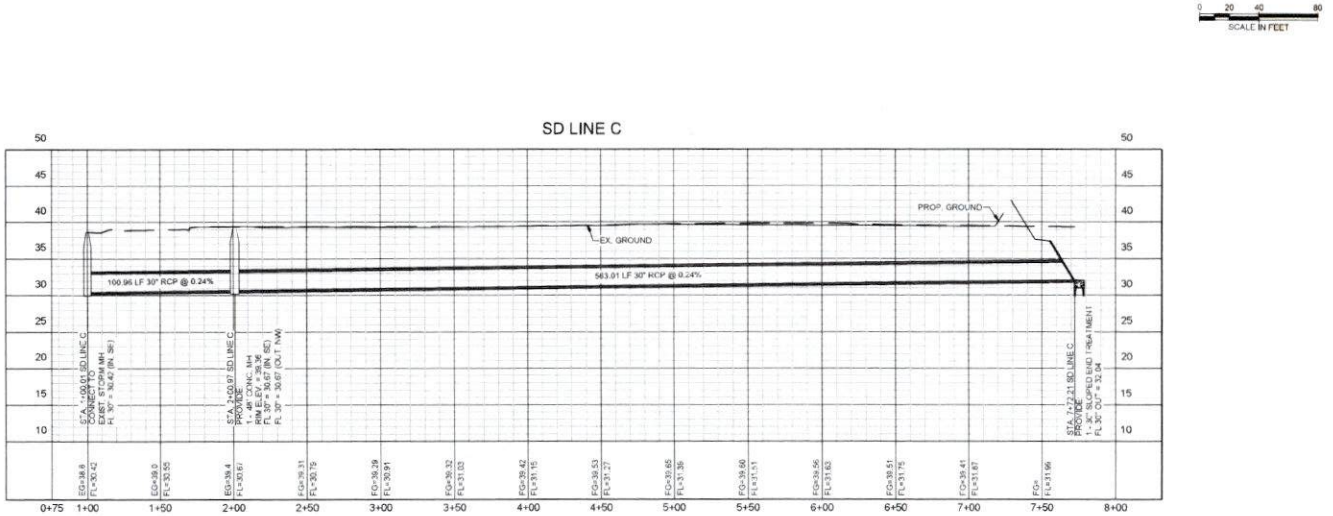
PRELIMINARY
FOR INTERIM REVIEW ONLY

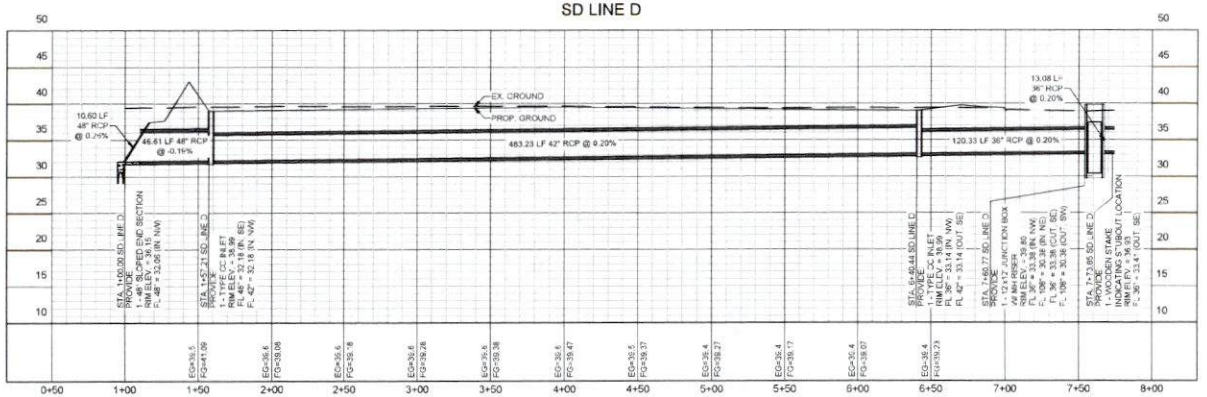
REVISION		
NO.	DATE	DESCRIPTION

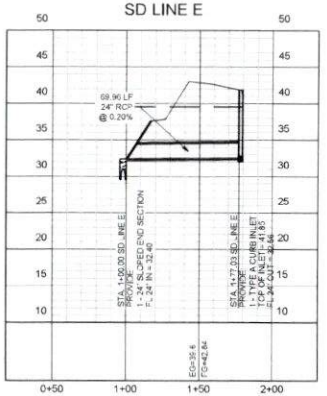
halff
5390 WEST MILITARY HWY.
SUITE 109
MCALLEN, TX 78503
TEL (956) 664-0766

HARLINGEN
ECONOMIC DEVELOPMENT

VICTORIA COMMONS
PHASE II
90% SUBMITTAL
HARLINGEN, TX







VICTORIA COMMONS
PHASE II
90% SUBMITTAL
HARLINGEN, TX

HARLINGEN

halff
5960 WEST MILITARY HWY
SUITE 100
HARLINGEN, TX 78593
TEL (956) 664-0766

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REFERENCE CHAPA 147995
NAME PE LICENSE NO.
5/28/2026
DATE
5,312 72
TBPE / BUSINESS NO. STATE

PROJECT NO.	53001.007
ISSUED	5/28/2026
DRAWN BY	LA FC
CHECKED BY	BC
SCALE	1" = 40'

SHEET TITLE
DRAINAGE PROFILE

C-405

FILE NAME: A:\53000s\53001\007\LDC\ACD\sheets\C-PLAN-STORM-PROF-53001-007.dwg DATE: August 28, 2026, TIME: 4:02 PM, USER: ah4175

25-YR Proposed Conditions

RUNOFF COLLECTION POINT (Inlet or Manhole)	Design Point (Sta)	Downstream Location (Sta)	Distance Between Collection Points	INCREMENTAL DRAINAGE AREA			Accumulated "CA"	Time at Upstream Station (minutes)	Design Storm Frequency (yrs.)	Intensity "I" (inches/hr.)	Storm Water Runoff "Q" (c.f.s.)	Slope of Hydraulic Gradient "S" (ft./ft.)	Number of Conduits	Selected Storm Sewer Height (in)	Full Flow Capacity "Qcap" (c.f.s.)	Velocity In Sewer Between Collection Points "V" (f.p.s.)	Head Loss Coeff. Kj	Velocity Head Loss of Upstream Station $Kj*(V^2/2g)$ (feet)	Flow Time in Sewer Distance V x 60 (minutes)	Hydraulic Grade		Bottom of Gutter/ Top of Structure	Delta
				Drainage Area "A" (Acres)	Runoff Coeff. "C"	Incremental "CA"																	
Storm Drain Line A																							
SD Inlet A3 2	6+74 54	6+53 31	21 23	0 66	0 90	0 59	0 59	10 00	25 00	9 49	5 64	0 0006	1	24	10 14	1 79	1 25	0 10	0 20	34 82	34 92	34 93	39 84	4 90
Manhole A3	6+53 31	6+31 54	21 77	0 00	0 90	0 00	0 59	10 20	25 00	9 42	5 60	0 0006	1	24	10 14	1 78	0 50	0 10	0 20	34 71	34 81	34 82	40 22	5 40
SD Inlet A3 1	6+31 54	3+76 09	255 45	0 16	0 90	0 14	0 74	10 40	25 00	9 36	6 91	0 0003	1	30	18 39	1 41	0 50	0 10	3 03	34 54	34 64	34 71	39 84	5 13
SD Lat A2	3+76 09	3+15 09	61 00	0 00	0 90	0 00	1 06	13 43	25 00	8 49	9 02	0 0005	1	30	18 39	1 84	0 50	0 10	0 55	34 41	34 51	34 54	42 06	7 52
Manhole A1/SD Lat A1	3+15 09	1+00 00	215 09	0 00	0 90	0 00	2 74	13 98	25 00	8 36	22 90	0 0031	1	30	18 39	4 66	0 50	0 10	0 77	33 64	33 74	34 41	42 32	7 92
(To Detention Pond)																								
Storm Drain Lateral A1																								
SD Inlet A1 4	6+08 00	5+74 00	34 00	0 13	0 90	0 12	0 12	10 00	25 00	9 49	1 11	0 0000	1	24	10 14	0 35	0 50	0 10	1 60	34 80	34 90	34 90	41 38	6 48
SD Inlet A1 3	5+74 00	2+74 00	300 00	0 35	0 90	0 32	0 43	11 60	25 00	8 99	3 88	0 0001	1	30	18 39	0 79	0 50	0 10	0 32	34 67	34 77	34 80	41 38	6 58
SD A1 1/SD Lat A1 2	2+74 00	1+00 00	174 00	0 93	0 90	0 84	1 68	17 92	25 00	7 50	12 59	0 0009	1	30	18 39	2 56	0 50	0 10	1 13	34 41	34 51	34 67	40 90	6 23
(To SD Manhole A1)																								
Storm Drain Lateral A1.2																								
SD Inlet A1 2	1+34 00	1+00 00	34 00	0 46	0 90	0 41	0 41	10 00	25 00	9 49	3 89	0 0003	1	24	10 14	1 24	1 25	0 10	0 46	34 67	34 77	34 78	40 90	6 12
(To SD Inlet A1 1)																								
Storm Drain Lateral A2																								
SD Inlet A2 1	1+08 50	1+00 00	8 50	0 36	0 90	0 32	0 32	10 00	25 00	9 49	3 07	0 0002	1	24	10 14	0 98	1 25	0 10	0 14	34 54	34 64	34 64	39 23	4 60
(To SD Line A)																								
Storm Drain Line B																								
Junction Box B3	8+28 34	7+36 43	91 91	0 00	0 90	0 00	20 59	10 00	25 00	9 49	195 40	0 0056	1	60	82 58	9 95	1 25	0 10	0 15	36 37	36 47	36 99	41 19	4 20
SD Inlet B2 1/SD Lat B2 2	7+36 43	4+36 43	300 00	0 25	0 90	0 23	21 03	10 15	25 00	9 44	198 45	0 0058	1	60	82 58	10 11	0 50	0 10	0 49	34 53	34 63	36 37	40 03	3 66
SD Inlet B1 1/SD Lat B1 2	4+36 43	3+18 28	118 15	0 34	0 90	0 31	22 00	10 65	25 00	9 28	204 16	0 0061	1	60	82 58	10 40	0 50	0 10	0 19	33 70	33 80	34 53	41 08	6 55
Junction Box B1	3+18 28	1+00 00	218 28	0 00	0 90	0 00	22 00	10 84	25 00	9 22	202 87	0 0061	1	60	82 58	10 33	0 50	0 10	0 35	32 28	32 38	33 70	42 25	8 55
To Detention Pond)																								
Storm Drain Lateral B1																								
Inlet B1 2	1+38 67	1+20 67	18 00	0 39	0 90	0 35	0 35	10 00	25 00	9 49	3 33	0 0002	1	24	10 14	1 06	0 50	0 10	0 28	34 65	34 75	34 75	41 68	6 93
Manhole B1	1+20 67	1+00 00	20 67	0 35	0 90	0 32	0 67	10 28	25 00	9 39	6 26	0 0008	1	24	10 14	1 99	0 50	0 10	0 17	34 53	34 63	34 65	41 50	6 85
To Existing Manhole																								
Storm Drain Line B2																								
Inlet B2 2	1+36 67	1+00 00	36 67	0 24	0 90	0 22	0 22	10 00	25 00	9 49	2 05	0 0001	1	24	10 14	0 65	1 25	0 10	0 94	36 37	36 47	36 48	40 22	3 75
(To SD Inlet B2)																								
Storm Drain Line C																								
Pond	7+72 21	2+00 97	571 24	20 85	0 90	18 77	18 77	10 00	25 00	9 49	178 01	0 1883	1	30	18 39	36 26	0 50	0 10	0 26	54 02	54 12	161 72	43 00	-118 72
Manhole C1	2+00 97	1+00 00	100 97	1 74	0 90	1 57	20 33	10 26	25 00	9 40	191 13	0 2171	1	30	18 39	38 94	0 50	0 10	0 04	32 00	32 10	54 02	39 37	-14 66
To Existing Manhole																								
Storm Drain Line D																								
Manhole D3/Stub D3	7+60 77	6+40 44	120 33	0 00	0 90	0 00	6 84	10 00	25 00	9 49	64 91	0 0095	1	36	29 91	9 18	0 50	0 10	0 22	35 20	35 30	36 44	38 93	2 49
SD Inlet D2 1	6+40 44	1+57 19	483 25	1 42	0 90	1 28	8 12	10 22	25 00	9 42	76 43	0 0058	1	42	45 12	7 94	0 50	0 10	1 01	32 32	32 42	35 20	38 99	3 78
SD Inlet D1 1	1+57 19	1+00 00	57 19	1 74	0 90	1 57	9 68	11 23	25 00	9 10	88 13	0 0038	1	48	64 41	7 01	0 50	0 10	0 14	32 00	32 10	32 32	38 99	6 67
(To Detention Pond)																								
Storm Drain Line E																								
Inlet E1 1	1+79 29	1+00 00	79 29	0 90	0 90	0 81	0 81	10 00	25 00	9 49	7 69	0 0012	1	24	10 14	2 45	1 25	0 10	0 54	34 40	34 50	34 59	41 29	6 70
(To Detention Pond)																								

VICTORIA COMMONS
PHASE II
90% SUBMITTAL
HARLINGEN, TX

HARLINGEN

halff
5500 WEST MILITARY HWY
MCALLEN, TX 78503
TEL: (956) 664-0700

REVISION NO.	DATE	DESCRIPTION

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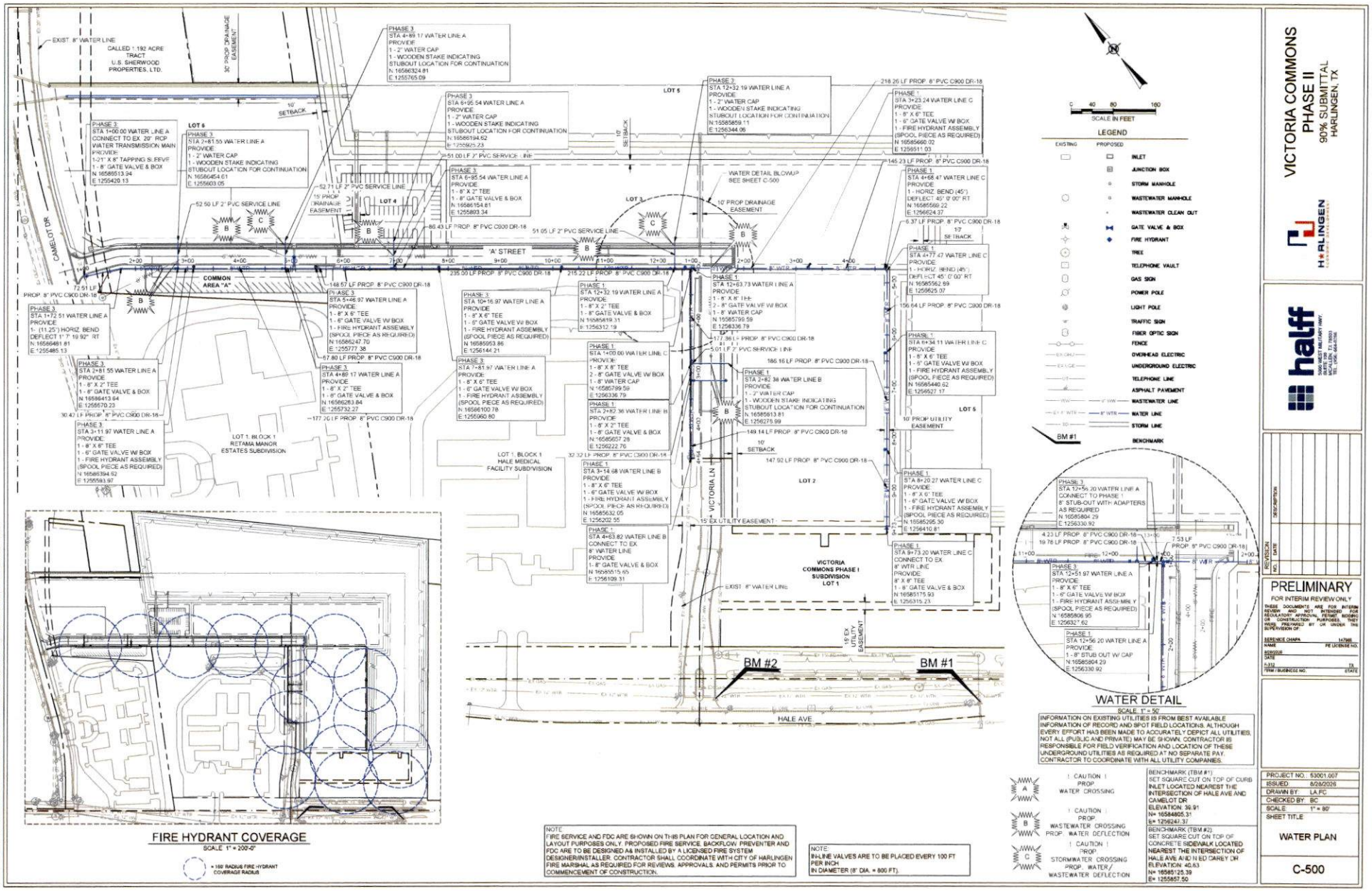
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REFERENCE CHAPA 147866
NAME PE LICENSE NO.
SIGNATURE
DATE
6-512 TX
FIRM / BUSINESS NO. STATE

PROJECT NO. 53001.007
ISSUED 8/28/2026
DRAWN BY LA,FC
CHECKED BY BC
SCALE 1" = 40'
SHEET TITLE
DRAINAGE CALCULATIONS

C-406

FILE NAME: A:\53000s\53001\007\DC\ADDS\Sheets\C-PLAN-STORM-PROF-53001-007.dwg DATE: August 28, 2026, TIME: 4:02 PM USER: ah4175



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HARLINGEN, TX

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MCALLEN, TX 78503
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REVISION NO.	DATE	DESCRIPTION

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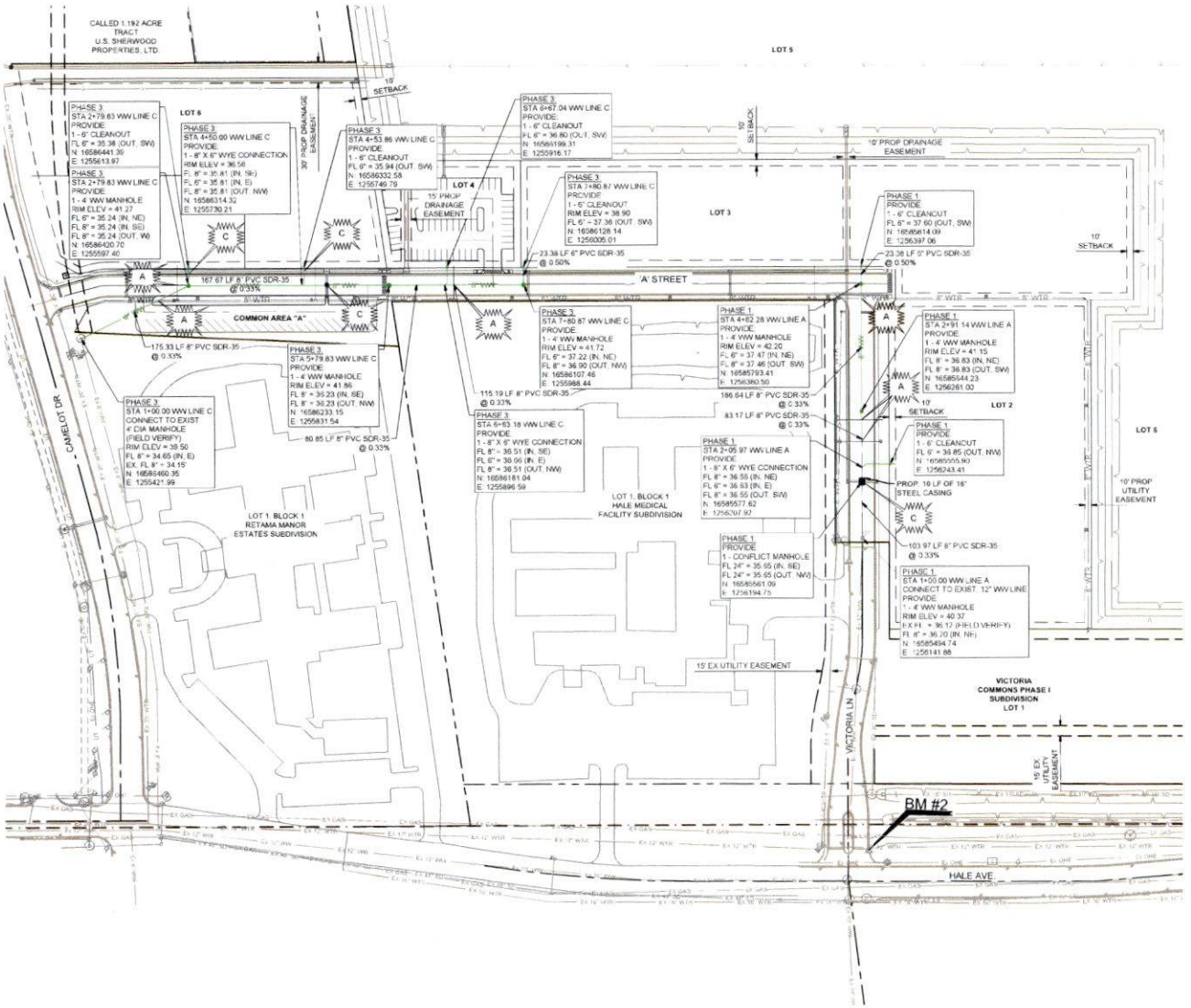
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SERENICE CHAPA — 147981 — NAME — PE LICENSE NO.
8/28/2026 — DATE
TX — STATE
FIRM / BUSINESS NO.

PROJECT NO.	53001.007
ISSUED	8/28/2026
DRAWN BY	LA FC
CHECKED BY	BC
SCALE	1" = 80'
SHEET TITLE	WATER PLAN

C-500

FILE NAME: A:\53000s\53001\007\07_CNCADD\Sheets\C-PLAN-WTR-53001-007.dwg DATE: August 28, 2026, TIME: 1:03 PM USER: sinit175



0 40 80 160
SCALE IN FEET

LEGEND

EXISTING	PROPOSED	
		INLET
		JUNCTION BOX
		STORM MANHOLE
		WASTEWATER MANHOLE
		WASTEWATER CLEAN OUT
		GATE VALVE & BOX
		FIRE HYDRANT
		TREE
		TELEPHONE VAULT
		GAS SIGN
		POWER POLE
		LIGHT POLE
		TRAFFIC SIGN
		FIBER OPTIC SIGN
		FENCE
		OVERHEAD ELECTRIC
		UNDERGROUND ELECTRIC
		TELEPHONE LINE
		ASPHALT PAVEMENT
		WASTEWATER LINE
		WATER LINE
		STORM LINE
BM #1		BENCHMARK

A ! CAUTION ! PROP. WATER CROSSING

B ! CAUTION ! PROP. WASTEWATER CROSSING PROP. WATER DEFLECTION

C ! CAUTION ! PROP. STORMWATER CROSSING PROP. WATER / WASTEWATER DEFLECTION

VICTORIA COMMONS PHASE II

90% SUBMITTAL

HARLINGEN, TX

HARLINGEN

halff
5000 WEST MILITARY HWY.
SUITE 200
MCALLEN, TX 78503
TEL (956) 464-0555

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SERENCE CHAPA — 147666
NAME — PE LICENSE NO.
SIGNED
DATE
TX
FIRM / BUSINESS NO. — STATE

PROJECT NO.	53001.007
ISSUED	5/19/2026
DRAWN BY	LA FC
CHECKED BY	BC
SCALE	1" = 80'

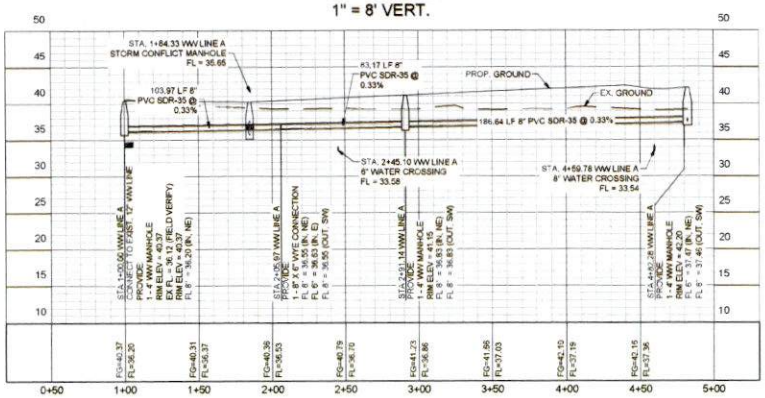
SHEET TITLE

WASTEWATER PLAN

C-600

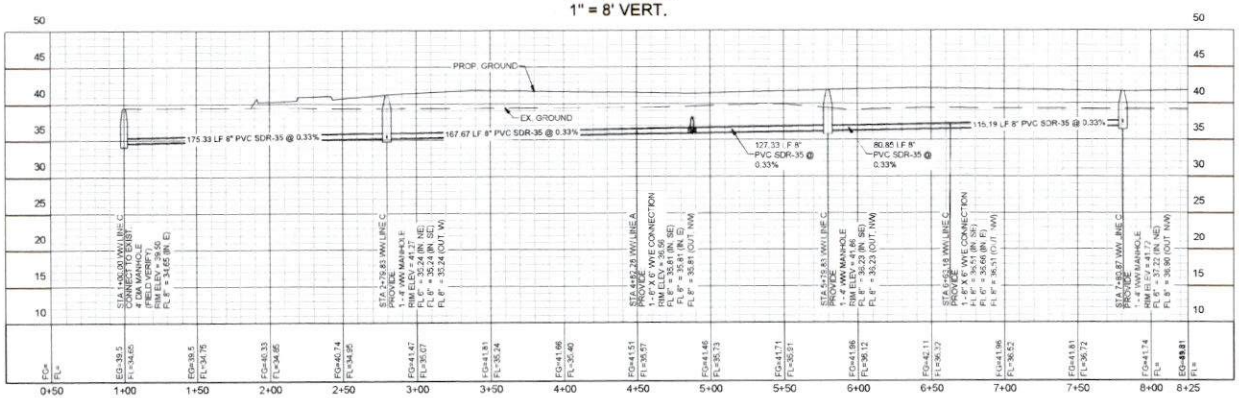
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WW LINE A
SCALE:
1" = 40' HORZ.
1" = 8' VERT.



0 20 40 80
SCALE IN FEET

WW LINE C
SCALE:
1" = 40' HORZ.
1" = 8' VERT.



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BENCHMARK (TBM #1)
SET SQUARE CUT ON TOP OF CURB INLET LOCATED NEAREST THE INTERSECTION OF HALE AVE AND CAMELOT DR
ELEVATION: 36.91
N= 16584805.31
E= 1296247.37

BENCHMARK (TBM #2)
SET SQUARE CUT ON TOP OF CONCRETE SIDEWALK LOCATED NEAREST THE INTERSECTION OF HALE AVE AND N ED CAREY DR
ELEVATION: 40.63
N= 16585125.39
E= 1255857.50

VICTORIA COMMONS
PHASE II
90% SUBMITTAL
HARLINGEN, TX

H+RLINGEN
ENGINEERING DEPARTMENT

halff
5500 WEST MILITARY HWY.
MCALLEN, TX 78503
TEL (956) 664-0536

REVISION NO.	DATE	DESCRIPTION

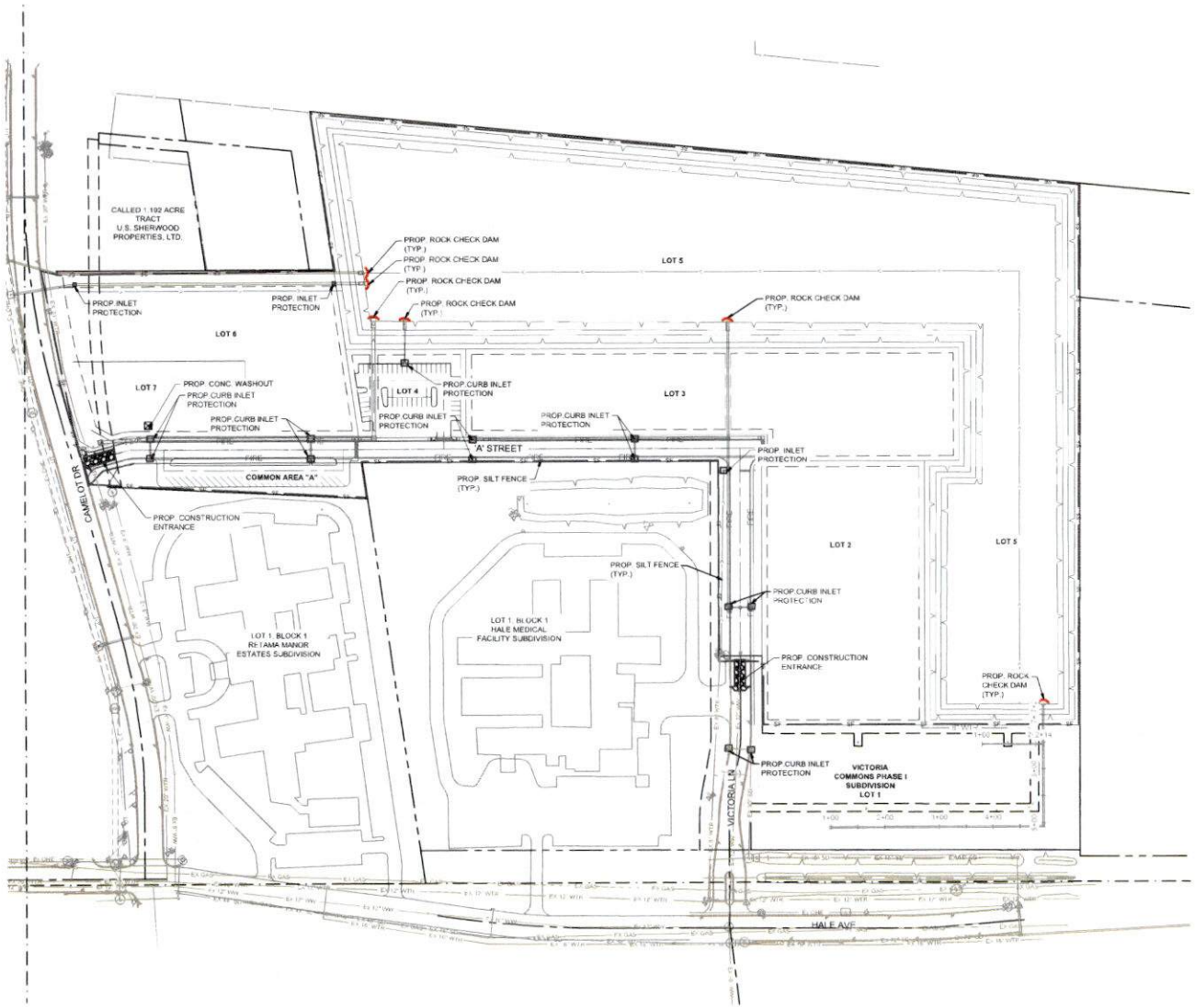
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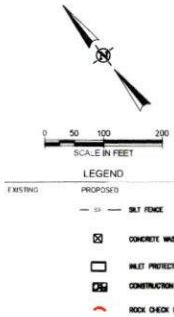
SERENCE CHAPA — 147966
NAME — PE LICENSE NO.
6/29/2020
DATE
5,512 — TX
FIRM / BUSINESS NO. — STATE

PROJECT NO.	53001.007
ISSUED	6/29/2020
DRAWN BY	LA,FC
CHECKED BY	BC
SCALE	1" = 40'
SHEET TITLE	WASTEWATER PROFILE

C-601

FILE NAME: J:\53000s\53001\007\LDC\ADS\Sheets\C-PLAN-HWTR-53001.007.dwg DATE: August 29, 2020, TIME: 4:04 PM, USER: ahill75





INFORMATION ON EXISTING UTILITIES IS FROM BEST AVAILABLE INFORMATION OF RECORD AND SPOT FIELD LOCATIONS. ALTHOUGH EVERY EFFORT HAS BEEN MADE TO ACCURATELY DEPICT ALL UTILITIES, NOT ALL (PUBLIC AND PRIVATE) MAY BE SHOWN. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION AND LOCATION OF THESE UNDERGROUND UTILITIES AS REQUIRED AT NO SEPARATE PAY. CONTRACTOR TO COORDINATE WITH ALL UTILITY COMPANIES.

BENCHMARK (TBM #1)
SET SQUARE CUT ON TOP OF CURB INLET LOCATED NEAREST THE INTERSECTION OF HALE AVE AND CAMELOT DR
ELEVATION: 36.91
N= 16564805.31
E= 1256247.37

BENCHMARK (TBM #2)
SET SQUARE CUT ON TOP OF CONCRETE SIDEWALK LOCATED NEAREST THE INTERSECTION OF HALE AVE AND N ED CAREY DR
ELEVATION: 40.83
N= 16565125.39
E= 1255857.50

VICTORIA COMMONS PHASE II
90% SUBMITTAL
HARLINGEN, TX

HARLINGEN
ENGINEERING DEPARTMENT

halff
5500 WEST MILITARY HWY
SUITE 100
MCALLEN, TX 78503
TEL (956) 682-0200

REVISION NO.	DATE	DESCRIPTION

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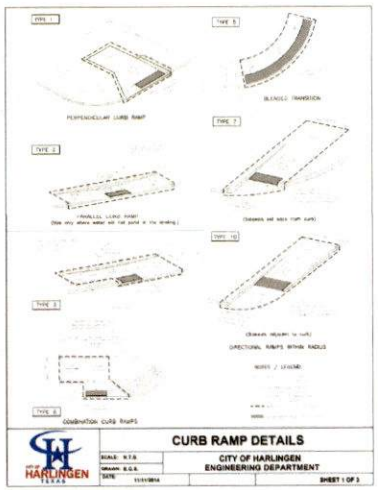
REFERENCE CHAPA
NAME PE LICENSE NO.
8/29/2025
DATE
TX
FIRM / SUBENGR NO. STATE

PROJECT NO.:	53001.007
ISSUED:	8/29/2026
DRAWN BY:	LA,FC
CHECKED BY:	BC
SCALE:	1" = 100'

SHEET TITLE
SUGGESTED EROSION CONTROL PLAN

C-700

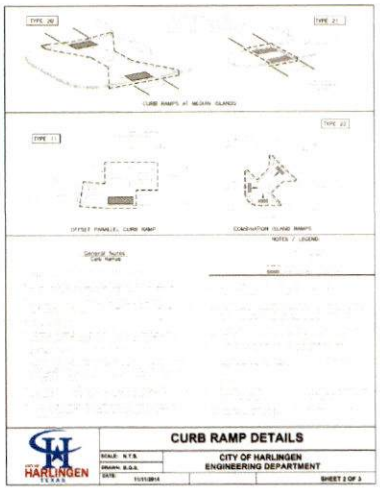
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CURB RAMP DETAILS

CITY OF HARLINGEN
ENGINEERING DEPARTMENT

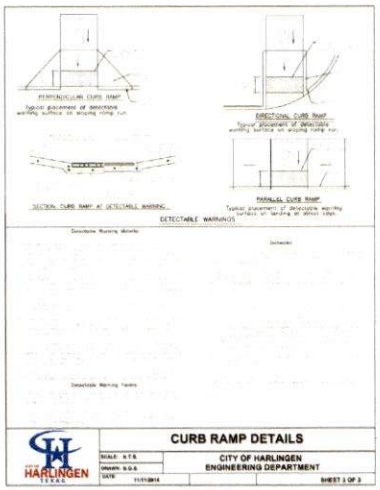
SHEET 1 OF 3



CURB RAMP DETAILS

CITY OF HARLINGEN
ENGINEERING DEPARTMENT

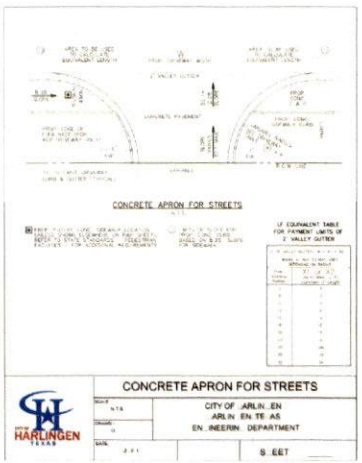
SHEET 2 OF 3



CURB RAMP DETAILS

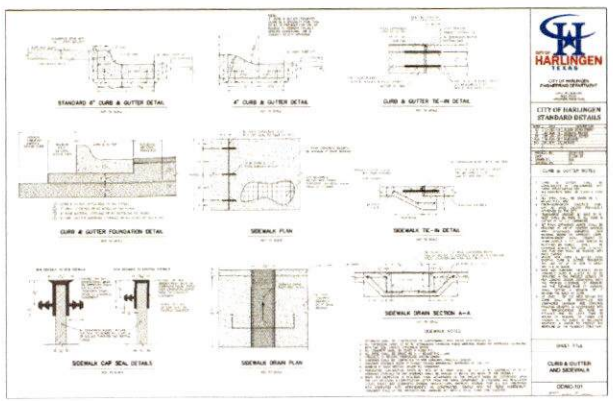
CITY OF HARLINGEN
ENGINEERING DEPARTMENT

SHEET 3 OF 3



CONCRETE APRON FOR STREETS

CITY OF HARLINGEN
ENGINEERING DEPARTMENT



CITY OF HARLINGEN
STANDARD DETAILS

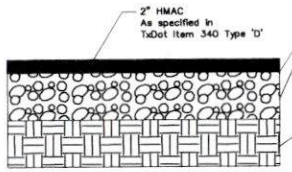
CURB & GUTTER AND SIDEWALK



CONCRETE VALLEY GUTTER

STANDARD CONCRETE VALLEY GUTTER SECTION

CITY OF HARLINGEN
ENGINEERING DEPARTMENT



2" HMAC
As specified in
TxDot Item 340 Type 'D'

PROP. PRIME COAT
MC-30 (0.20 GAL./S.Y.

8" GRAVEL BASE MATERIAL
(TXDOT ITEM 247, TYPE E GRADE 4
COMPACTED TO 98% OF STANDARD
PROCTOR DENTISTY @-2% TO +2%
OPTIMUM MOISTURE AND PLASTICITY
INDEX NOT GREATER THAN 10

6" LIME STABILIZED SUBGRADE COMPACTED
TO 95% OF THE STANDARD PROCTOR (ASTM D-698)
MAX. DRY DENSITY AT MOISTURE CONTENT BETWEEN
OPTIMUM TO +2% OPTIMUM MOISTURE CONTENT.(6% LIME)

ASPHALT PAVEMENT SECTION
NTS

VICTORIA COMMONS
PHASE II
90% SUBMITTAL
HARLINGEN, TX

HARLINGEN
ENGINEERING DEPARTMENT

halff
3500 WEST MILITARY HWY.
MCALLEN, TX 78503
TEL: (956) 682-5604

REVISION NO.	DATE	DESCRIPTION

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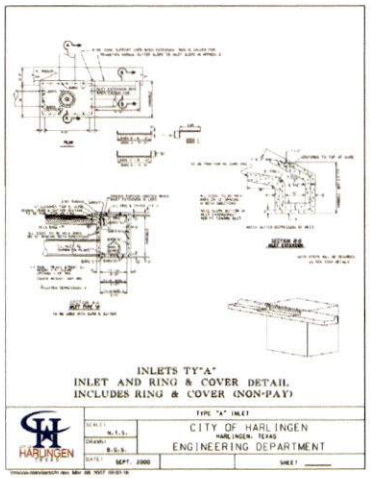
SERENICE CHAPA
NAME 147866
PE LICENSE NO.
8/29/2025
DATE
TX
STATE
FIRM / BUSINESS NO.

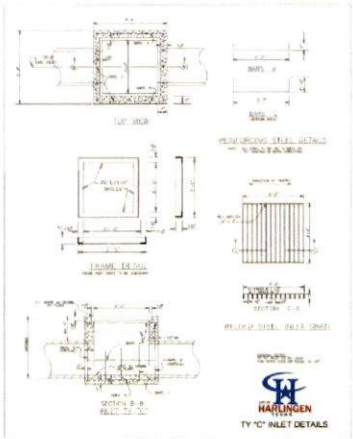
PROJECT NO.	53001.007
ISSUED	8/29/2025
DRAWN BY	LA,FC
CHECKED BY	BC
SCALE	NA

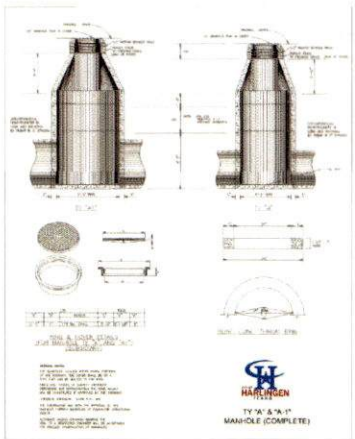
SHEET TITLE
PAVING DETAILS

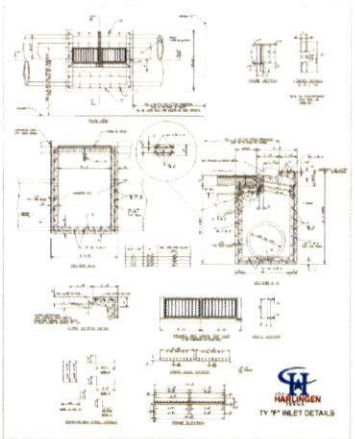
C-800

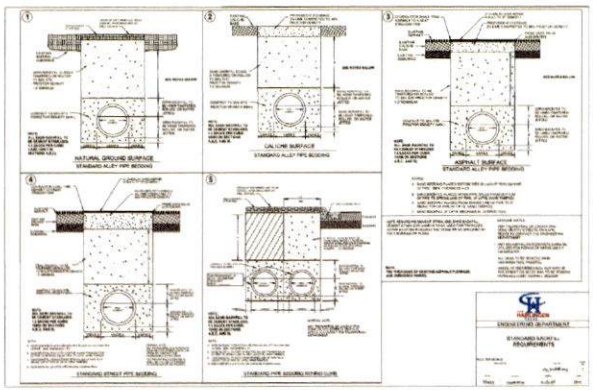
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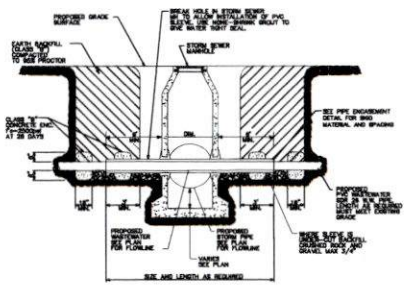




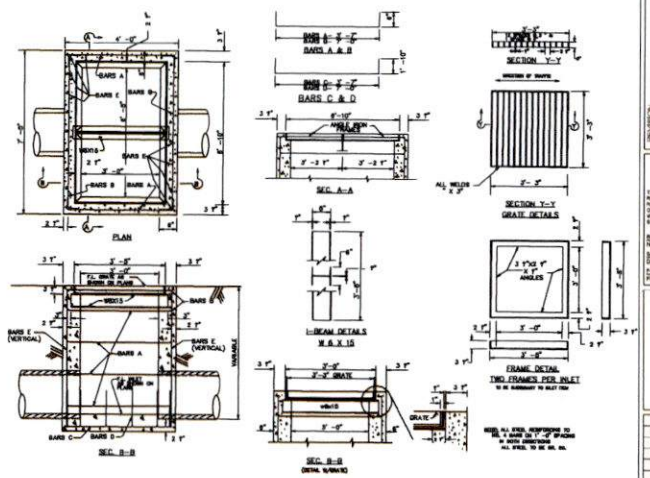








CONFLICT MANHOLE
NTS



TYPE "CC" PRECAST INLET
NTS

VICTORIA COMMONS
PHASE II
90% SUBMITTAL
HARLINGEN TX

HARLINGEN

halff
1500 WEST MILITARY HWY
SUITE 500
MCALLEN, TX 78503
TEL. (956) 994-0285

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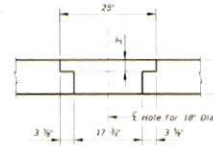
REGISTERED ENGR. 147895
NAME PE LICENSE NO.
SIGNED
DATE
P.E.#14 TX
FIRM / BUSINESS NO. 9747E

PROJECT NO:	53001.007
ISSUED	8/28/2026
DRAWN BY:	LA,FC
CHECKED BY:	BC
SCALE	NA

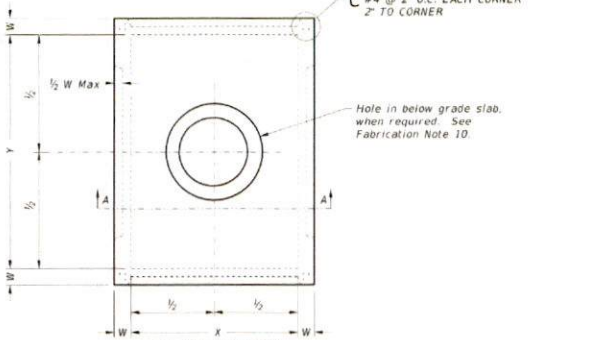
SHEET TITLE:
DRAINAGE DETAILS

C-801

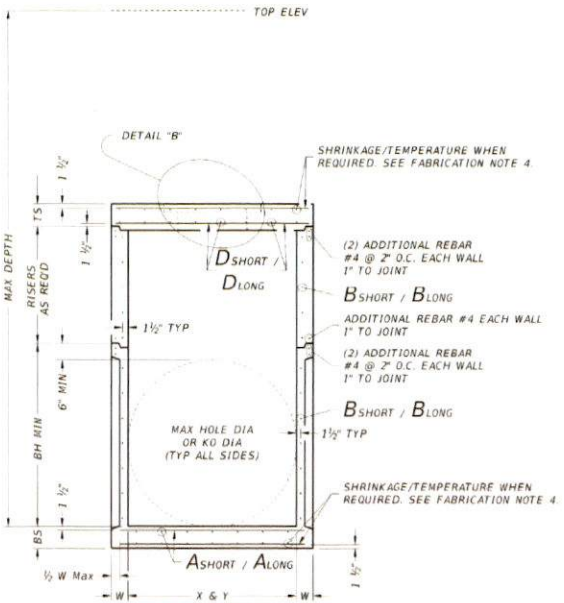
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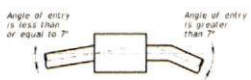
DETAIL "B"



PLAN VIEW



SECTION A-A



PIPE CONNECTION DETAIL

Connect pipes within 7° of normal to PJB wall.
If necessary, use pipe elbow or curved approach
alignment to stay within this limit.

FABRICATION NOTES:

1. Provide Class "H" concrete in accordance with Item 421 and having a minimum compressive strength of 5,000 psi
2. Provide Grade 60 reinforcing steel or equivalent area of WWR.
3. Provide typical clear cover of 1 ½" to reinforcing steel at interior or exterior walls.
4. Walls or slabs with a thickness of 8" or greater require shrinkage and temperature reinforcing steel. Provide steel area = 0.11 in²/ft each way.
5. No substitution is allowed for vertical and horizontal #4 bars in corners.
6. Manufacture base and risers to nearest 3" increment.
7. Design tongue and groove joints for full closure on both shoulders. Minimum spigot depth is ½".
8. Provide lifting devices in conformance with Manufacturer's recommendations.
9. See sheet PDD for sizes, dimensions, and reinforcing steel not shown.
10. Provide hole in below grade slab only when PJB is installed with inlet type PDD.

INSTALLATION NOTES:

1. Inverts (benching) to be provided by Contractor. Concrete or mortar used for invert is subsidiary to junction box.
2. Seal tongue and groove joints with preformed or bulk mastic in conformance with Manufacturer's recommendations. Tongue and groove joints may be grouted no more than 1" between each section, or ½ the joint depth, whichever is greater.
3. Do not grout rubber gasket joints without Manufacturer's recommendation.
4. For rigid pipe, cut hole in thin wall panel (KO) 4" Max, 2" Min larger than pipe OD.
5. For flexible pipe, consult boot/seal Manufacturer's specification for placement tolerance and hole size. Center pipe in hole and install boot/seal per Manufacturer's specification.

GENERAL NOTES:

1. Precast Junction Box consists of base slab, base unit, risers (as required), and below grade slab. See sheet PDD for sizes.
2. Designed according to ASTM C913.
3. Payment for junction box is per Item 465 "Junction Boxes, Manholes, and Inlets" by type and size.

Cover dimensions are clear dimensions, unless noted otherwise.

HL93 LOADING

Texas Department of Transportation | Bridge Division Standard

PRECAST JUNCTION BOX

PJB

FILE: CD-PJB-20.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT	
©TxDOT February 2020	CONT	SECT	JOB	HIGHWAY	
REVISIONS	DIST	COUNTY		SHEET NO.	

VICTORIA COMMONS
PHASE II
90% SUBMITTAL
HARLINGEN, TX

HARLINGEN

halff

NO.	DATE	DESCRIPTION

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P.E.I.N.: TX
FIRM / BUSINESS NO.: STATE

PROJECT NO.	53001.007
ISSUED	8/28/2026
DRAWN BY:	LA,FC
CHECKED BY	BC
SCALE	NA

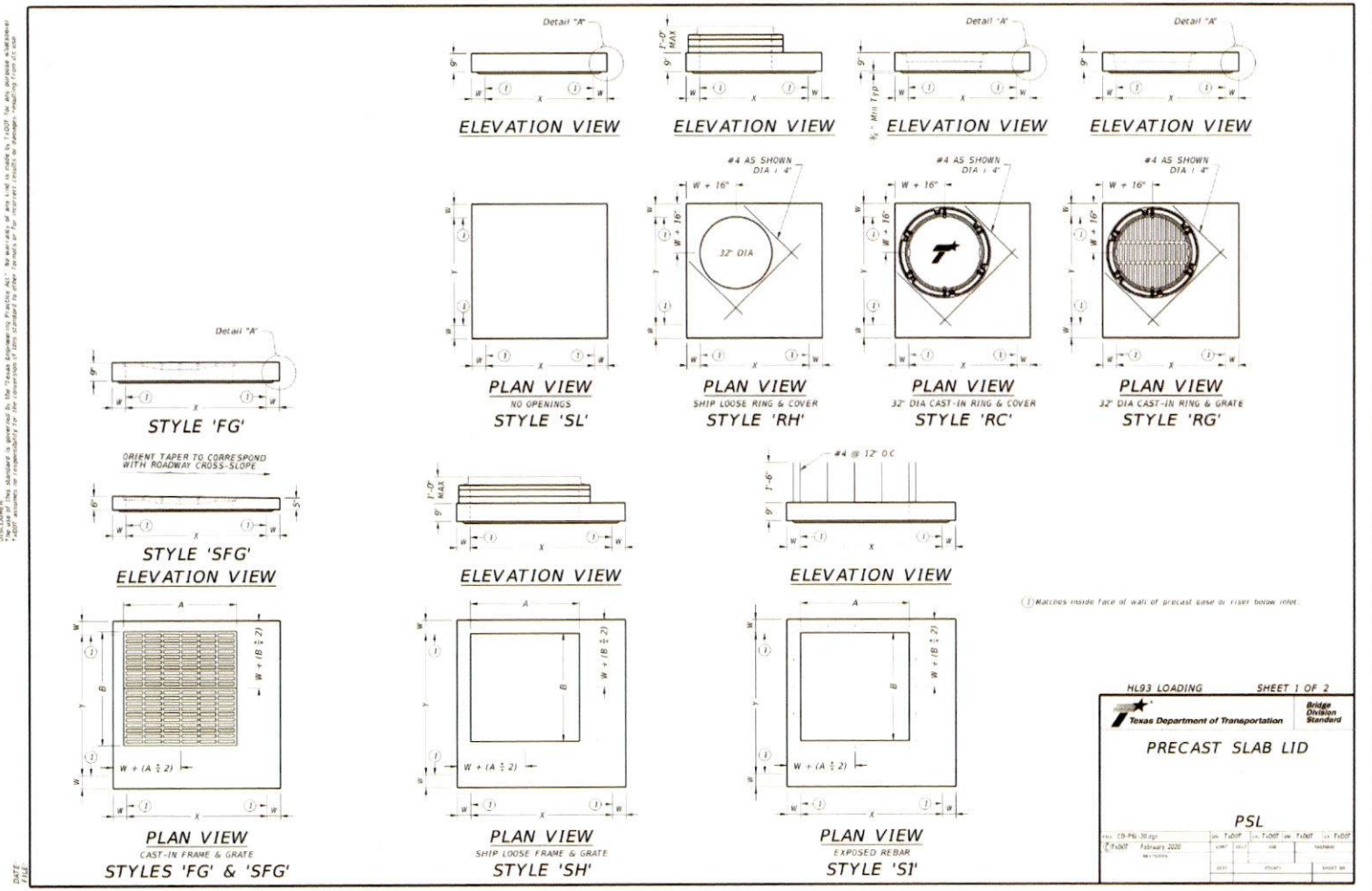
SHEET TITLE:
DRAINAGE DETAILS

C-802

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FILE:

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VICTORIA COMMONS
PHASE II
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HARLINGEN, TX

HARLINGEN

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NO.	DATE	DESCRIPTION

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REFERENCE CHAPTER: 147865
NAME: PE LICENSE NO.
8/28/2026
DATE:
FIRM: TX
FIRM / BUSINESS NO.: STATE

PROJECT NO.	53001.007
ISSUED	8/28/2026
DRAWN BY	LA,FC
CHECKED BY	BC
SCALE	NA

SHEET TITLE:
DRAINAGE DETAILS

C-803

FILE NAME: A:\53000s\53001\007\LDK\ADS\Harlingen\C-PLAN-DTL6-53301-007.dwg DATE: August 28, 2026, TIME: 4:05 PM, USER: ak4175

	Size	MAX DEPTH = 15 ft. to top of BASE SLAB										MAX DEPTH = 25 ft. to top of BASE SLAB										Min Height (See Gen' Note 3)	Max HOLE DIA (See Fab' Note 2)	Max KO DIA (See Fab' Note 2)
		Base Slab			Base Unit or Riser Walls			Below Grade Slab (w/PJB) Reducing Slab (w/PB)				Base Slab			Base Unit or Riser Walls			Below Grade Slab (w/PJB) Reducing Slab (w/PB)						
		Short Span Reinf Steel Area	Long Span Reinf Steel Area	Thickness	Short Span Reinf Steel Area	Long Span Reinf Steel Area	Thickness	Reduced Riser Size	Short Span Reinf Steel Area	Long Span Reinf Steel Area	Thickness	Short Span Reinf Steel Area	Long Span Reinf Steel Area	Thickness	Short Span Reinf Steel Area	Long Span Reinf Steel Area	Thickness	Reduced Riser Size	Short Span Reinf Steel Area	Long Span Reinf Steel Area	Thickness			
	X x Y	Ashort	Along	BS	Bshort	Blong	W	RWS x RWL or ID	Dshort	Dlong	TS	Ashort	Along	BS	Bshort	Blong	W	RWS x RWL or ID	Dshort	Dlong	TS	BH MIN	HOLE DIA	KO DIA
	ft.	in²/ft	in²/ft	in.	in²/ft	in²/ft	in.	ft. **	in²/ft	in²/ft	in.	in²/ft	in²/ft	in.	in²/ft	in²/ft	in.	ft. **	in²/ft	in²/ft	in.	ft.	in.	in.
Precast Junction Box (PJB)	3x3	0.23	0.23	6	0.19	0.19	6	N/A	0.37	0.37	9	0.29	0.29	6	0.24	0.24	6	N/A	0.37	0.37	9	3.5	36	36
	4x4	0.29	0.29	6	0.24	0.24	6	N/A	0.41	0.41	9	0.47	0.47	6	0.38	0.38	6	N/A	0.41	0.41	9	4.5	48	48
	3x5	0.29	0.18	6	0.19	0.35	6	N/A	0.48	0.48	9	0.39	0.18	6	0.23	0.39	6	N/A	0.48	0.48	9	3.5	36/60	36/60
	4x5	0.36	0.18	6	0.22	0.34	6	N/A	0.42	0.42	9	0.53	0.26	6	0.39	0.59	6	N/A	0.42	0.42	9	4.5	48/60	48/60
	5x5	0.36	0.36	6	0.34	0.34	6	N/A	0.43	0.43	9	0.62	0.62	6	0.59	0.59	6	N/A	0.43	0.43	9	5.5	60	60
	5x6	0.27	0.27	9	0.34	0.45	6	N/A	0.48	0.48	9	0.47	0.45	9	0.38	0.54	8	N/A	0.48	0.48	9	5.5	60/72	60/72
	6x6	0.27	0.27	9	0.45	0.45	6	N/A	0.56	0.56	9	0.52	0.52	9	0.54	0.54	8	N/A	0.56	0.56	9	6.5	72	72
	8x8	0.46	0.46	9	0.51	0.51	8	N/A	0.45	0.45	12	0.87	0.87	9	0.59	0.59	10	N/A	0.45	0.45	12	8.5	96	72
Precast Base (PB)	3x3	0.23	0.23	6	0.19	0.19	6	N/A	N/A	N/A	N/A	0.29	0.29	6	0.24	0.24	6	N/A	N/A	N/A	N/A	3.5	36	36
	4x4	0.29	0.29	6	0.24	0.24	6	N/A	N/A	N/A	N/A	0.47	0.47	6	0.38	0.38	6	N/A	N/A	N/A	N/A	4.5	48	48
	3x5	0.29	0.18	6	0.19	0.35	6	3x3	0.30	0.34	9	0.39	0.18	6	0.23	0.59	6	3x3	0.40	0.40	9	3.5	36/60	36/60
	4x5	0.36	0.18	6	0.22	0.34	6	3x3	0.30	0.30	9	0.53	0.26	6	0.39	0.59	6	3x3	0.46	0.37	9	4.5	48/60	48/60
	4x5	0.36	0.18	6	0.22	0.34	6	4x4	0.30	0.30	9	0.53	0.26	6	0.39	0.59	6	4x4	0.39	0.39	9	4.5	48/60	48/60
	4x5	0.36	0.18	6	0.22	0.34	6	48"	0.39	0.39	9	0.53	0.26	6	0.39	0.59	6	48"	0.47	0.47	9	4.5	48/60	48/60
	4x5	0.36	0.18	6	0.22	0.34	6	3x5	0.33	0.40	9	0.53	0.26	6	0.39	0.59	6	3x5	0.48	0.48	9	4.5	48/60	48/60
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	5x5	0.38	0.38	6	0.34	0.34	6	48"	0.36	0.36	9	0.62	0.62	6	0.59	0.59	6	48"	0.64	0.64	9	5.5	60	60
	5x5	0.36	0.36	6	0.34	0.34	6	3x5	0.34	0.40	9	0.62	0.62	6	0.59	0.59	6	3x5	0.53	0.53	9	5.5	60	60
	5x6	0.31	0.31	9	0.34	0.45	6	3x3	0.34	0.34	9	0.47	0.45	9	0.38	0.54	8	3x3	0.61	0.50	9	5.5	60/72	60/72
	5x6	0.27	0.27	9	0.34	0.45	6	4x4	0.36	0.45	9	0.47	0.45	9	0.38	0.54	8	4x4	0.74	0.57	9	5.5	60/72	60/72
	5x6	0.29	0.29	9	0.34	0.45	6	48"	0.36	0.45	9	0.47	0.45	9	0.38	0.54	8	48"	0.74	0.57	9	5.5	60/72	60/72
	5x6	0.29	0.29	9	0.34	0.45	6	3x5	0.45	0.45	9	0.47	0.45	9	0.38	0.54	8	3x5	0.61	0.61	9	5.5	60/72	60/72
	6x6	0.29	0.29	9	0.45	0.45	6	3x3	0.41	0.41	9	0.52	0.52	9	0.54	0.54	8	3x3	0.74	0.74	9	6.5	72	72
	6x6	0.27	0.27	9	0.45	0.45	6	4x4	0.45	0.45	9	0.52	0.52	9	0.54	0.54	8	4x4	0.87	0.87	9	6.5	72	72
	6x6	0.29	0.29	9	0.45	0.45	6	48"	0.45	0.45	9	0.52	0.52	9	0.54	0.54	8	48"	0.87	0.87	9	6.5	72	72
	6x6	0.29	0.29	9	0.45	0.45	6	3x5	0.45	0.45	9	0.52	0.52	9	0.54	0.54	8	3x5	0.87	0.87	9	6.5	72	72
	8x8	0.52	0.52	9	0.51	0.51	8	3x3	0.61	0.61	12	0.91	0.91	9	0.70	0.70	10	3x3	0.85	0.85	12	8.5	96	72
	8x8	0.52	0.52	9	0.51	0.51	8	4x4	0.70	0.70	12	0.87	0.87	9	0.70	0.70	10	4x4	1.01	1.01	12	8.5	96	72
	8x8	0.52	0.52	9	0.51	0.51	8	48"	0.70	0.70	12	0.87	0.87	9	0.70	0.70	10	48"	1.01	1.01	12	8.5	96	72
	8x8	0.52	0.52	9	0.51	0.51	8	3x5	0.70	0.85	12	0.87	0.87	9	0.70	0.70	10	3x5	1.01	1.01	12	8.5	96	72

** Unless otherwise indicated.

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FABRICATION NOTES:
1. Maximum spacing of reinforcement is 8".
2. At manufacturer's option, provide cast or cored holes or thin wall panels (KO) to the maximum diameter shown for each. When no penetration is required, it is acceptable to provide a wall with no sectional reduction.

GENERAL NOTES:
1. Precast Junction Box consists of base slab, base unit, risers (as required), and below grade slab. See sheet PJB for details.
2. Precast Base consists of base slab, base unit, risers (as required), reducing slab (as required), and reduced risers (as required). See sheet PB for details.
3. Min Height shown is for stock base units. Use stock base units whenever practical. Smaller height base units can be used in special installation circumstances, when noted elsewhere in the plans. Absolute minimum height of base units is 2'-6".

HL93 LOADING

Texas Department of Transportation — Bridge Division Standard

DESIGN DATA FOR PRECAST BASE AND JUNCTION BOX

PDD

FILE: CD-PDD-20.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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REVISIONS	DIST	COUNTY		SHEET NO.

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PHASE II
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HARLINGEN, TX

HARLINGEN
CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

halff
ASSOCIATES
5307 WEST MILITARY HWY
MCALLEN, TX 78503
TEL: (956) 668-6600

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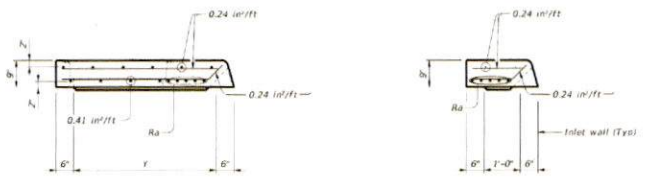
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PROJECT NO.: 53001.007
ISSUED: 8/28/2026
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SHEET TITLE:
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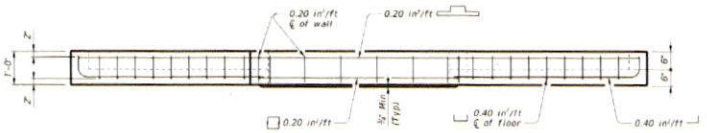
C-804

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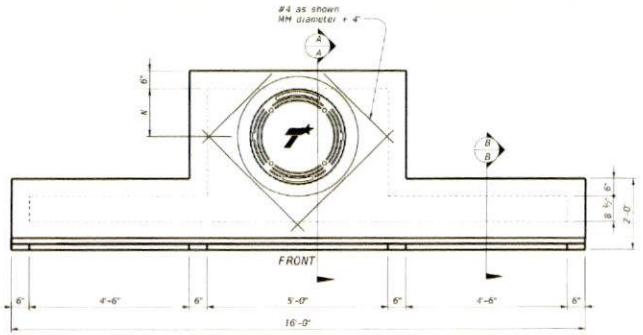
LID SECTION A-A

LID SECTION B-B



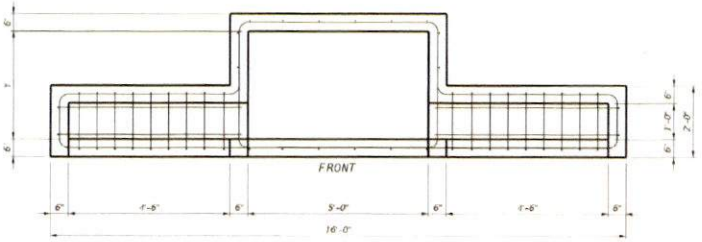
THROAT ELEVATION VIEW

(Showing left and right extensions)



LID PLAN VIEW

(Showing left and right extensions)



THROAT PLAN VIEW

(Showing left and right extensions)

Size (Y)	N	MH Dia*	Ra
3'	9"	18"	(4) #5 Additional
4'	16"	32"	(4) #5 Additional
5'	16"	32"	(4) #5 Additional
6'	16"	32"	(4) #5 Additional

*Nominal ring and cover size.

FABRICATION NOTES:

1. Provide Class "H" concrete in accordance with Item 421 and having a minimum compressive strength of 5,000 psi.
2. Provide Grade 60 reinforcing steel or equivalent area of WWR.
3. Extensions may be right, left, both or none. Provide extensions as specified elsewhere in the plans.
4. Design tongue and groove joints for full closure on both shoulders. Minimum spigot depth is ¾". Lid may employ a butt joint with dowels at the Contractor's option.
5. Provide lifting devices in conformance with Manufacturer's recommendations.
6. Provide cast iron solid cover, unless noted otherwise elsewhere in the plans.
7. Chamfer vertical edges of inlet lid ¾" as shown in Front View, sheet 1.

INSTALLATION NOTES:

1. Inlet throat and lid are not intended for direct traffic. Do not place in roadway.
2. Seal tongue and groove joints and butt joints with preformed or bulk mastic in conformance with Manufacturer's recommendations. Tongue and groove joints may be grouted no more than 1" between each section, or ½ the joint depth, whichever is greater.
3. Do not grout rubber gasket joints without Manufacturer's recommendation.

GENERAL NOTES:

1. Designed according to ASTM C913.
2. Open area of main throat = 360 sq in. Open area of one extension throat = 324 sq in.
3. Payment for inlet is per Item 465, "Junction Boxes, Manholes, and Inlets" by type, size, and extension placement. Extensions are subsidiary to inlet.

Cover dimensions are clear dimensions, unless noted otherwise.

HS20 LOADING

SHEET 2 OF 2

Texas Department of Transportation

Bridge Division Standard

PRECAST CURB INLET OUTSIDE ROADWAY

PCO

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PHASE II
90% SUBMITTAL
HARLINGEN, TX

HARLINGEN
PUBLIC WORKS DEPARTMENT

halff
ASSOCIATES
SUITE 1400
TEXAS 78550

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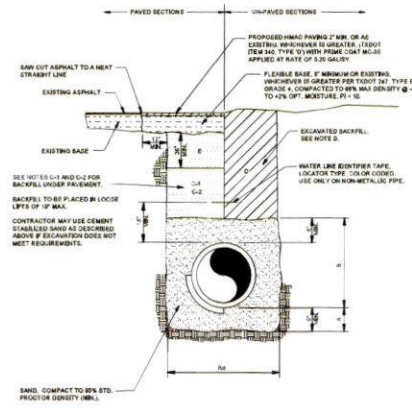
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FIRM / BUSINESS NO.	STATE

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SCALE	NA

SHEET TITLE

DRAINAGE DETAILS

C-805



NOTES:

A. SAND BEDDING PLACED, HAND LEVELED, AND COMPACTED BEFORE PIPE IS LAID. UP TO BOTTOM OF PIPE (MIN. THICKNESS = 6").

B. SAND BACKFILL PLACED AND COMPACTED AFTER PIPE IS LAID. FROM BOTTOM OF PIPE TO 6" ABOVE THE TOP OF PIPE. WORK IN UNDER PIPE HAUNCHES AND COMPACT BY HAND TO SPRING LINE. USE VIBRATOR-TYPE COMPACTORS FOR LIFTS ABOVE THE SPRING LINE. MAXIMUM 8" LIFTS.

B4. MINIMUM TRENCH WIDTH: PIPE O.D. + 16" (FOR 16" PIPE AND SMALLER) OR PIPE O.D. X 1.25 + 12" (FOR 18" PIPE AND LARGER)

C-1. (CITY STREETS, PARKING AREA, AND DRIVEWAYS) SELECT EXCAVATED BACKFILL MECHANICALLY COMPACTED TO 95% STANDARD PROCTOR DENSITY IN 8" MAX. LIFTS.

C-2. (STATE MAINTAINED ROADWAY) SANDCEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT COMPACTED TO 95% STANDARD PROCTOR DENSITY.

C-1 & C-2. SAND BEDDING TO 2-FEET BELOW ROAD BASE SHALL BE SELECT MATERIAL FROM EXCAVATION OR IMPORTED MATERIAL MEETING THE FOLLOWING CRITERIA:
LL <35
PI 8-20
NO CLUMPS > 2" DIA
MOISTURE ± TO +3%
COMPACT 95% ASTM D698 STANDARD PROCTOR

D. EXCAVATED EARTH BACKFILL MECHANICALLY COMPACTED IN 12" MAX. LIFTS. MINIMUM STANDARD PROCTOR DENSITY: 90% OUTSIDE RIGHT OF WAY; 95% INSIDE RIGHT OF WAY.

EMBEDMENT SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF ASTM D 2321. EMBEDMENT MATERIAL SHALL BE CLASS II OR III WITH < 50% PASSING A No. 200 SIEVE AND PLASTICITY INDEX < 7.

WHERE THIS STANDARD CONFLICTS WITH THE RECOMMENDATION OF ANY GEOTECHNICAL REPORT, OBTAIN WRITTEN CLARIFICATION FROM THE UTILITY ENGINEER PRIOR TO CONSTRUCTION.

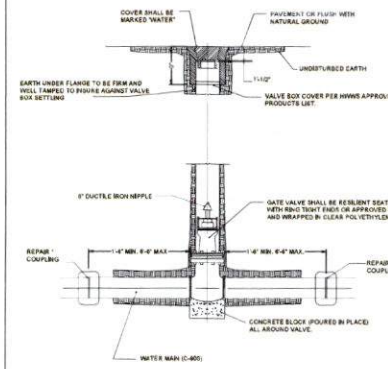
FOUNDATION PREPARATION USING COBBLES, GRAVEL, CEMENT STABILIZATION, OR OTHER METHODS AS DIRECTED BY THE ENGINEER SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE.

BACKFILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, AND COMPACTED TO 95% STANDARD PROCTOR DENSITY IN 8" MAXIMUM LIFTS. STRUCTURE BACKFILL MATERIAL SHALL BE SAND.

E. APPLICABLE ONLY FOR TRENCHES WITHIN EXISTING PAVEMENT AREAS, OTHERWISE REQUIREMENTS FOR 'D' ABOVE SHALL APPLY.
CEMENT STABILIZED SAND (1 SACK/CY), SHALL MEET THE FOLLOWING
SAND GRADATION % PASSING
#4 95-100
#10 45-100
#40 23-100
#200 10-20
PI N/A-10, COMPACT TO 95% OF ASTM D698, MOISTURE TO BE WITHIN +/- 2% OPTIMUM MOISTURE

NOTES
1. WHEN UTILITY LOCATED WITHIN CITY R.O.W., ALL BACKFILL IS SUBJECT TO INSPECTION AND APPROVAL BY THE THE CITY ENGINEER'S OFFICE.
2. MINIMUM 6" SAND BEDDING UP TO FLOW LINE OF PIPE.
3. SAND BACKFILL FROM FLOW LINE OF PIPE TO 6" ABOVE TOP OF PIPE, (4" LIFTS, WATER JET, HAND TAMPERED)
4. FILL TRENCH W/SELECT BACKFILL VMF LIFTS COMPACT TO 95% STD. PROCTOR FOUNDATION PREPARATION (WELLPOINTS, GRAVEL OR CEMENT STABILIZATION, SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE.
5. BACKFILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENTS AND COMPACTED TO 95% STANDARD PROCTOR DENSITY. THE THICKNESS OF EACH LOOSE LAYER SHALL BE SAND, APPROVED SITE SOIL OR OTHER APPROVED SUBSTITUTE.
6. SAND TO BE ARROYO OR RIVER SAND w/ A PI <15 AND LESS THAN 20% CLAY CONTENT.
7. HHWS MAY APPROVE OR REJECT ANY BACKFILL MATERIAL DELIVERED TO THE SITE IF DEEMED INADEQUATE OR INAPPROPRIATE BASED ON OBSERVED FIELD CONDITIONS.

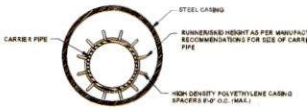
WATER LINE AND SEWER FORCE MAIN BEDDING & BACKFILL DETAIL



NOTES:

1. DUCTILE IRON BOOT TO BE USED IN HEAVY TRAFFIC AREAS CONCRETE BLOCK (POURED IN PLACE)
2. * REPAIR COUPLINGS ONLY REQUIRED WHEN INSTALLING A NEW VALVE ON AN EXISTING MAIN. COUPLING AS PER HHWS APPROVED PRODUCT LIST AVAILABLE ON HHWS WEB SITE WWW.HHWS.COM.

TYPICAL VALVE & VALVE BOX

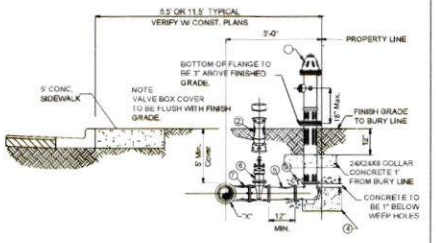


BORING INSTALLATION		
CARRIER PIPE SIZE	PIPE CASING SIZE	MIN. WALL THICKNESS
6"	14"	0.312"
8"	16"	0.312"
12"	18"	0.312"
12"	22"	0.375"
14" 15"	24"	0.375"
16"	26"	0.375"
18"	30"	0.500"
24"	36"	0.562"
36"	48"	0.625"

NOTES

1. ALL STEEL CASING SHALL BE WELDED.
2. STEEL CASING SHALL BE CLOSED AT EACH END USING USING SYNTHETIC RUBBER END SEALS.
3. CASING SPACERS SHALL BE USED TO INSTALL THE CARRIER PIPE INSIDE THE ENCASEMENT PIPE. CASING SPACERS SHALL FASTEN TIGHTLY ON THE CARRIER PIPE TO PREVENT RELATIVE MOVEMENT ON PIPE DURING INSTALLATION. CASING SPACERS SHALL BE DOUBLED ON EACH END OF THE ENCASEMENT.
4. PROJECTION TYPE CASING SPACERS SHALL BE CONSTRUCTED SECTIONS OF HIGH DENSITY POLYETHYLENE.
5. INSTALLATION AND SIZE OF SPACERS SHALL BE PER MANUFACTURER'S RECOMMENDATIONS.

UTILITY LINE CASING DETAIL



NOTE: HYDRANT TO BE FACTORY PAINTED "CAUTION YELLOW"

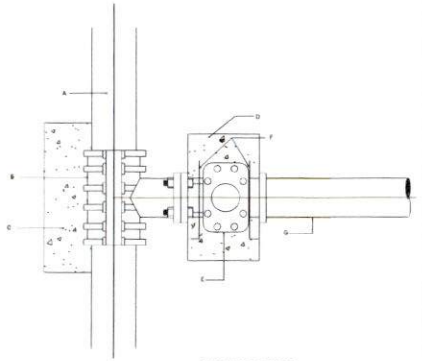
NOTE:

1. OIL SHALL BE PLACED IN HYDRANT AT THE TIME OF INSTALLATION.
2. PUMPER NOZZLE SHALL FACE ROADWAY.
3. IN CERTAIN INSTANCES, WHERE OBSTANCES PERMITS, A PARALLEL TEE OR UNION-TITE 90° ELBOW W/RESTRAINING LUGS MAY BE USED IN LIEU OF A STANDARD TEE. FINAL APPROVAL BY H.W.W.S. REQUIRED.
4. IP AMERICAN DARLING IS USED MODEL B-84-B W/EPOXY COAT VALVE PLATE AND INTERIOR SHOE.
5. TAPPING SLEEVES TO HAVE STAINLESS STEEL BOLTS AND NUTS.
6. ALL VALVES,FITTINGS,FIRE HYDRANTS & ACCESSORIES TO BE GREASED WITH FOOD GRADE GREASE & WRAPPED IN CLEAR PLASTIC.
7. ALL VALVES PITTINGS,ACCESSORIES, VALVE BOXES, METER BOXES AND COVERS SHALL BE AS PER H.W.W.S. APPROVED PRODUCT LIST.
8. FLANGE MUST BE AT FINISHED GRADE OR 3" TO 6" ABOVE FINISHED GRADE OR 3" TO 6" ABOVE TOP OF CURB

FIRE HYDRANT INSTALLATION CONSIST OF FIRE HYDRANT, VALVE VALVE BOX & 6" PIPE.

① 1 - FIRE HYDRANT w/ (2 HOSE NOZZELS) 2½" NST THREADS AND (1 PUMPER NOZZEL) 4" x 5" NST THREADS
② 1 - VALVE BOX (DOMESTIC)
③ 3 CU. FT. GRAVEL
④ 3 CU. FT. CONCRETE 1" BELOW HYDRANT WEEP HOLES)
⑤ 1' OR BETTER PVC SPOOLS
⑥ 1 - 6" RESILIENT SEAT GATE VALVE (FLANGED X M.J.)
⑦ 1 - X" x 6" DUCTILE IRON TEE - "X" = WATER MAIN DIA. (FLANGED X M.J.)

STANDARD FIRE HYDRANT INSTALLATION



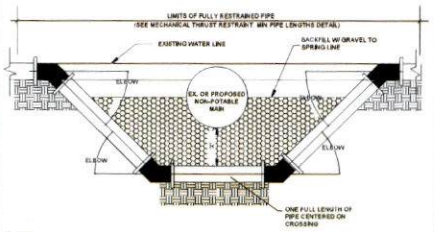
GENERAL NOTES

1. ALL CONCRETE TO HAVE A MINIMUM OF 28 DAYS COMPRESSIVE STRENGTH OF 3,000 P.S.I.
2. NO TAPS PERMITTED TO EXISTING MAINS WITHOUT PRIOR APPROVAL BY HHWS ENGINEERING OR INSPECTIONS STAFF

CONSTRUCTION NOTES:

A. WATER MAIN. (SEE PLANS AND SPECIFICATION)
B. TAPPING SLEEVE (SIZE AS REQUIRED).
C. CONCRETE SUPPORT UNDER TAPPING SLEEVE AND BEHIND THRUST BLOCK AS PER SPECIFICATIONS.
D. FLANGED AND HUB ENDS "O" RING SEALS WITH 2" SQUARE WRENCH NUT GATE VALVE.
E. ANCHOR RODS.
F. PVC PIPE.

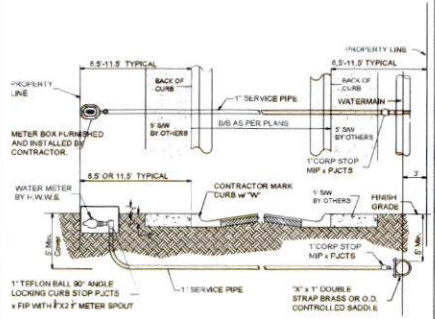
WATER TAPPING SLEEVE & VALVE INSTALLATION



NOTES:

1. 22-1/2 DEGREE ELBOWS ARE PREFERRED FOR VERTICAL DEFLECTIONS BUT 45 DEGREE BENDS MAY BE USED WITH APPROVAL OF HHWS SYSTEM ENGINEER.
2. ALL BENDS AND JOINTS MUST BE FULLY RESTRAINED MEGA-A-LUG JOINTS WITH A MIN. OF TWO STAINLESS STEEL ALL-THREAD RODS AND WITH A CONCRETE THRUST BLOCK OR AS DIRECTED BY ENGINEER.
3. LENGTHS OF MECHANICAL RESTRAINT SHALL COMPLY WITH HHWS MECHANICAL THRUST RESTRAINT MINIMUM PIPE LENGTHS DETAIL.
4. MIN. HORIZONTAL AND VERTICAL CLEARANCES ('X') BETWEEN WATER AND ALL OTHER NON-POTABLE MAINS (SEWER OR DRAINAGE) SHALL BE MAINTAINED IN STRICT COMPLIANCE WITH THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY REQUIREMENTS PER T.A.C. CHAPTER 290 - PUBLIC WATER SYSTEMS, SECTION 290.44(e).
5. ALL NEW WATER MAINS CROSSING UNDER NON-POTABLE MAINS SHALL MAINTAIN A MIN CLEARANCE ('X') OF 12 INCHES AND SHALL BE ENCASED AS PER TAC CHAPTER 290.44(e)(5)(E)(ii).
6. WHERE CEMENT STABILIZED SAND BEDDING IS REQUIRED, THE CEMENT STABILIZED SAND SHALL HAVE A MINIMUM OF 10% CEMENT PER CUBIC YARD OF CEMENT STABILIZED SAND MIXTURE, BASED ON LOOSE DRY WEIGHT VOLUME (AT LEAST 2.5 BAGS OF CEMENT PER CUBIC YARD OF MIXTURE). THE CEMENT STABILIZED SAND BEDDING SHALL BE A MINIMUM OF SIX INCHES ABOVE AND FOUR INCHES BELOW THE WASTEWATER MAIN OR LATERAL. THE USE OF BROWN COLORING IN CEMENT STABILIZED SAND FOR WASTEWATER MAIN OR LATERAL BEDDING IS REQUIRED FOR THE IDENTIFICATION OF PRESSURE RATED WASTEWATER MAINS DURING FUTURE CONSTRUCTION.
7. THIS DETAIL APPLICABLE FOR WATER MAIN DEFLECTIONS BOTH UNDER AND OVER NON-POTABLE MAINS (SUBJECT TO CLEARANCE AND COVER REQUIREMENTS).

WATER LINE ADJUSTMENT DETAIL



NOTES:

1. ALL WATER MAINS SHALL HAVE MIN. OF 5' COVER FROM FINISHED GRADE UNLESS OTHERWISE APPROVED BY HHWS.
2. ALL FITTINGS ON 4-INCH WATER SERVICES TO BE COMPRESSION TYPE FITTINGS.
3. ALL SERVICE PIPES SHALL BE EITHER YELOMINE CERTA-LOCK PIPE W/ MIN. 250 PSI RATING, SDR 17 OR MUNICIPEX PEX-a C-904 PIPE.
4. IF HHWS IS REQUIRING A 10' EASEMENT ALONG THE FRONT OF PROPERTY, THEN THE WATERLINE SHALL BE AT 3'-0" INSIDE OF EASEMENT FROM PROPERTY LINE.
5. MEDIUM-DENSITY POLYETHYLENE (MDPE) PIPE INSERTS ARE REQUIRED ON ALL WATER SERVICE FITTINGS.

TYPICAL SINGLE WATER SERVICE CONNECTION (FAR SIDE)

VICTORIA COMMONS
PHASE II
90% SUBMITTAL
HARLINGEN, TX

H*RLINGEN

halff
5000 WEST MILITARY HWY.
MCALLEN, TX 78503
TEL (956) 664-0790

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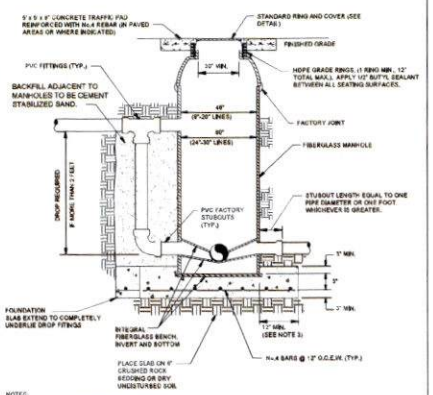
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NAME	PE LICENSE NO.
SCRIBNER	
DATE	
6-512	TX
FIRM / BUSINESS NO.	STATE

PROJECT NO.	53001.007
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SHEET TITLE
WATER DETAILS

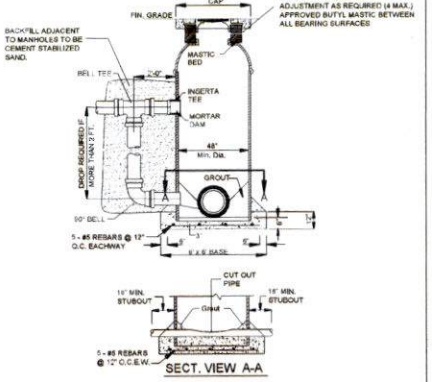
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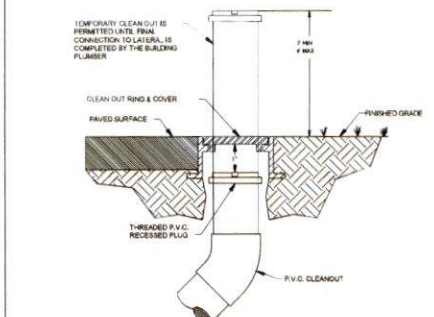
NOTES:
1. INSTALL IN STRICT COMPLIANCE WITH MANUFACTURER'S INSTRUCTIONS.
2. SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT COMPACTED TO 95% STANDARD PROCTOR DENSITY
3. BASE SLAB SHALL BE 6 FT. LARGER THAN MANHOLE DIAMETER WHERE SOIL BEARING CAPACITY = 2000 PSF, WATER TABLE < 5 FT., OR DEPTH > 20 FT. SLAB SHALL BE DESIGNED TO PREVENT FLOTATION OF MANHOLE.
4. ALL INTERNAL CEMENTITIOUS AND METALLIC SURFACES SHALL BE COATED WITH 2 COATS OF (CODE 0070) A-A BRAND 766 TOP SERVICE BLACK, HEAVY DUTY COAL TAR COATING.
5. OUTLET STUBOUT SHALL BE SPIGOT END. INLET STUBOUTS SHALL BE BELL END EXCEPT FOR DROP CONNECTIONS.
6. 3000 PSI CONCRETE MIN. CONCRETE FOR FOUNDATION AND RING COLLAR. UTILITY CONTRACTOR TO PROVIDE CONCRETE CYLINDERS (SET OF 5) AND TEST REPORTS FROM A QUALIFIED GEOTECHNICAL ENGINEER TO HWWS ENGINEERING DEPT. TEST REPORTS SHALL INCLUDE: (2) 7-DAY TESTS AND (2) 28-DAY TESTS AT A MINIMUM.
7. MANHOLES SHALL HAVE 1/2" MINIMUM WALL THICKNESS UP TO 20'-0" IN DEPTH
8. MANHOLES OVER 20' - 0" IN DEPTH SHALL BE ENGINEERED AND SUBMITTED TO HWWS ENGINEERING DEPT. FOR APPROVAL.
9. ALL CONNECTIONS LOCATED ABOVE MAIN PIPE SHALL REQUIRE AN INSERTA-TEE.
10. ALL PVC FITTINGS SHALL BE GASKET TYPE BELL.

TYPICAL FIBERGLASS MANHOLE



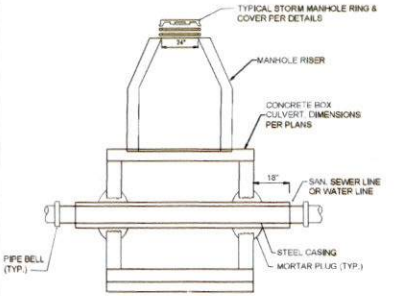
NOTES:
1. 3000 PSI CONCRETE MIN. CONCRETE FOR FOUNDATION AND RING COLLAR.
2. UTILITY CONTRACTOR TO PROVIDE CONCRETE CYLINDERS (SET OF 5) AND TEST REPORTS FROM A QUALIFIED GEOTECHNICAL ENGINEER TO HWWS ENGINEERING DEPT. TEST REPORTS SHALL INCLUDE (2) 7-DAY TESTS AND (2) 28-DAY TESTS AT A MINIMUM.
3. UTILITY CONTRACTOR SHALL NOT CONNECT TO EXISTING SANITARY SEWER LINES UNTIL APPROVED BY HWWS.
4. MANHOLES SHALL HAVE 1/2" MINIMUM WALL THICKNESS UP TO 20'-0" IN DEPTH
5. MANHOLES OVER 20' - 0" IN DEPTH SHALL BE ENGINEERED AND SUBMITTED TO HWWS ENGINEERING DEPT. FOR APPROVAL.
6. ALL CONNECTIONS LOCATED ABOVE MAIN PIPE SHALL REQUIRE AN INSERTA-TEE.
7. ALL PVC FITTINGS SHALL BE GASKET TYPE BELL.
8. ALL EXPOSED CONCRETE AREAS OF MANHOLE SHALL BE COATED WITH (CODE 0070) A-A BRAND 766 TOP SERVICE BLACK HEAVY DUTY COAL TAR COATING.

TYPICAL FIBERGLASS MANHOLE OVER EXISTING MAINS ONLY



NOTES:
1. CLEAN OUTS TO BE LOCATED IN GRASS AREA WHENEVER POSSIBLE, MIN. 3' FROM EDGE OF PAVEMENT, BACK OF CURB, EDGE OF DRIVEWAY, LIGHT POLES, TRANSFORMERS, OR POWER POLES.
2. CLEAN OUTS SHALL NOT BE INSTALLED IN TRAFFIC LANES OR AREAS UNDER HEAVY TRAFFIC LOADS.
3. THE COVER TO BE MARKED "S".
4. CLEAN OUTS TO BE INSTALLED PRIOR TO WATER METER INSTALLATION.
5. A CONCRETE COLLAR MAY BE REQUIRED IF CLEAN OUT IS LOCATED BETWEEN DRIVEWAYS. A SPECIAL CONSTRUCTION DETAIL WILL BE REQUIRED.
6. ALONG STREETS WITH ADJACENT NON-EXCLUSIVE UTILITY EASEMENTS, THE CLEANOUTS SHALL BE INSTALLED MIN. 12". MAX. 18" INTO THE EASEMENT.
7. DURING CONSTRUCTION A "TEMPORARY CLEAN OUT MAY BE PERMITTED AS SHOWN, IF USED. THE CLEAN OUT SHALL BE CUT DOWN TO FINAL GRADE AND THE PERMANENT CLEAN CUT COVER SHALL BE INSTALLED PRIOR TO THE INSTALLATION OF THE WATER METER.

TYPICAL CLEANOUT INSTALLATION

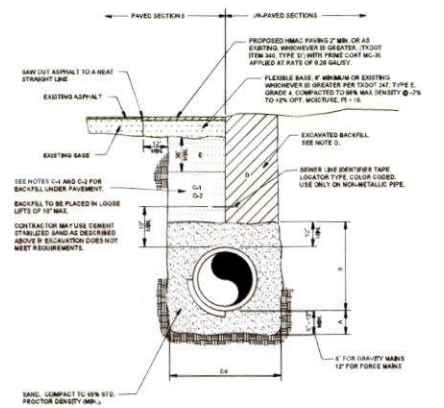


CASING INSTALLATION	
PIPE CASING SIZE	MIN. WALL THICKNESS
10"	0.2590"
12"	0.2660"
14"	0.3120"
16"	0.3120"
18"	0.3120"
21"	0.3750"
24"	0.4370"
26"	0.4370"
30"	0.5000"
36"	0.5625"
48"	0.6250"

GENERAL NOTES

1. ALL STEEL CASING SHALL HAVE MIN. YIELD STRENGTH OF 35,000 PSI.
2. STEEL CASING SHALL BE CLOSED AT EACH END USING USING SYNTHETIC RUBBER END SEALS.
3. CASING SPACERS, IF REQUIRED, SHALL BE USED TO INSTALL THE CARRIER PIPE INSIDE THE ENCASEMENT PIPE. CASING SPACERS SHALL FASTEN TIGHTLY ON THE CARRIER PIPE TO PREVENT RELATIVE MOVEMENT ON PIPE SLIDING INSTALLATION. CASING SPACERS SHALL BE DOUBLED ON EACH END OF THE ENCASEMENT. PROJECTION TYPE CASING SPACERS SHALL BE CONSTRUCTED OF HIGH DENSITY POLYETHYLENE. INSTALLATION AND SIZE OF SPACERS SHALL BE PER MANUFACTURER'S RECOMMENDATIONS.

BOX CULVERT UTILITY CONFLICT DETAIL



NOTES

A. SAND BEDDING PLACED, HAND LEVELED, AND COMPACTED BEFORE PIPE IS LAID, UP TO BOTTOM OF PIPE (MIN. THICKNESS = 6" FOR GRAVITY MAINS AND MIN. 12" FOR FORCE MAINS).

B. SAND BACKFILL PLACED AND COMPACTED AFTER PIPE IS LAID, FROM BOTTOM OF PIPE TO 12" ABOVE THE TOP OF PIPE. WORK IN UNDER PIPE HAUNCHES AND COMPACT BY HAND TO SPRING LINE. USE VIBRATORY-TYPE COMPACTORS FOR LIFTS ABOVE THE SPRING LINE. MAXIMUM 8" LIFTS.

Bd. MINIMUM TRENCH WIDTH: PIPE O.D. + 16" (FOR 16" PIPE AND SMALLER), OR PIPE O.D. X 1.25 + 12" (FOR 18" PIPE AND LARGER)

C-1. (CITY STREETS, PARKING AREA, AND DRIVEWAYS) SELECT EXCAVATED BACKFILL MECHANICALLY COMPACTED TO 95% STANDARD PROCTOR DENSITY IN MAX. 8" LIFTS.

C-2. (STATE MAINTAINED ROADWAY) SANDACEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT COMPACTED TO 95% STANDARD PROCTOR DENSITY.

C-1 & C-2. SAND BEDDING TO 5-FEET BELOW ROAD BASE SHALL BE SELECT MATERIAL FROM EXCAVATION OR IMPORTED MATERIAL MEETING THE FOLLOWING CRITERIA:
LL <35
PI 9-20
NO CLUMPS > 3" DIA
MOISTURE 3 TO +3%
COMPACT 95% ASTM D698 STANDARD PROCTOR

D. EXCAVATED EARTH BACKFILL MECHANICALLY COMPACTED IN 12" MAX. LIFTS, MINIMUM STANDARD PROCTOR DENSITY 90% OUTSIDE RIGHT OF WAY, 95% INSIDE RIGHT OF WAY.

EMBEDMENT SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF ASTM D 2321. EMBEDMENT MATERIAL SHALL BE CLASS II OR III WITH < 12% PASSING A No. 200 SIEVE AND PLASTICITY INDEX < 7.

WHERE THIS STANDARD CONFLICTS WITH THE RECOMMENDATION OF ANY GEOTECHNICAL REPORT, OBTAIN WRITTEN CLARIFICATION FROM THE UTILITY ENGINEER PRIOR TO CONSTRUCTION.

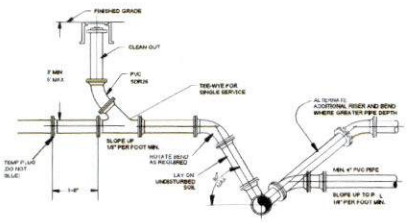
FOUNDATION PREPARATION USING GOBBLES, GRAVEL CEMENT STABILIZATION, OR OTHER METHODS AS DIRECTED BY THE ENGINEER SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE.

BACKFILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, AND COMPACTED TO 95% STANDARD PROCTOR DENSITY IN 8" MAXIMUM LIFTS. STRUCTURE BACKFILL MATERIAL SHALL BE SAND.

E. APPLICABLE ONLY FOR TRENCHES WITHIN EXISTING PAVEMENT AREAS. OTHERWISE REQUIREMENTS FOR 'D' ABOVE SHALL APPLY.
CEMENT STABILIZED SAND (3 SACK/CY), SHALL MEET THE FOLLOWING:
SAND GRADATION % PASSING:
#4 100
#10 45-100
#40 23-100
#200 10-20
PENP-15, COMPACT TO 95% OF ASTM D698, MOISTURE TO BE WITHIN +/- 2% OPTIMUM MOISTURE

NOTES:
1. WHEN UTILITY LOCATED WITHIN CITY R.O.W., ALL BACKFILL IS SUBJECT TO INSPECTION AND APPROVAL BY THE THE CITY ENGINEER'S OFFICE.
2. MINIMUM 6" SAND BEDDING UP TO FLOW LINE OF PIPE.
3. SAND BACKFILL FROM FLOW LINE OF PIPE TO 6" ABOVE TOP OF PIPE, (4" LIFTS, WATER JET, HAND TAMPERED)
4. FILL TO ENCH W/SELECT BACKFILL IN 8" LIFTS COMPACT TO 95% STD. PROCTOR FOUNDATION PREPARATION (WELLPOINTS, GRAVEL OR CEMENT STABILIZATION, SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE.
5. BACKFILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENTS AND COMPACTED TO 95% STANDARD PROCTOR DENSITY. THE THICKNESS OF EACH LOOSE LAYER SHALL BE SAND, APPROVED SITE SOIL OR OTHER APPROVED SUBSTITUTE.
6. SAND TO BE ARROYO OR RIVER SAND w/ A PI <15 AND LESS THAN 20% CLAY CONTENT
7. HWWS MAY APPROVE OR REJECT ANY BACKFILL MATERIAL DELIVERED TO THE SITE IF SEEMED INADEQUATE OR INAPPROPRIATE BASED ON OBSERVED FIELD CONDITIONS.

SANITARY SEWER PIPE BEDDING DETAIL

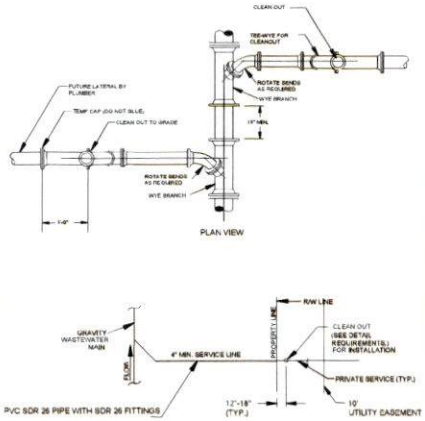


PROFILE VIEW

NOTES

1. THE DEVELOPER/PROPERTY OWNER OR ASSIGNEE SHALL BE RESPONSIBLE FOR CLEAN OUT INSTALLATION PRIOR TO WATER METER INSTALLATION AS SPECIFIED BY THE DEPARTMENT.
2. MIN. 3' AND 9' MAX. DEPTH IS REQUIRED AT THE TEMP. PLUG AT THE END OF THE SERVICE LATERAL UNLESS OTHERWISE APPROVED IN WRITING BY THE HWWS SYSTEM ENGINEER.
3. ALL WASTEWATER SERVICE LATERALS AND FITTINGS TO BE PVC SDR 26 MIN.
4. CLEAN OUTS SHALL BE LOCATED WITHIN AN UTILITY EASEMENT OR RIGHT-OF WAY DEDICATED FOR UTILITIES.
5. ALONG STREETS WITH ADJACENT NON-EXCLUSIVE UTILITY EASEMENT, THE CLEANOUT SHALL BE INSTALLED BETWEEN 12" TO 18" INTO THE UTILITY EASEMENT.
6. MIN. 3' HORIZONTAL SEPARATION MUST BE MAINTAINED BETWEEN CLEANOUTS AND EDGE OF PAVEMENT, BACK OF CURB, EDGE OF DRIVEWAY, LIGHT POLES, TRANSFORMERS, POWER POLES.
7. ALL LATERALS, FROM GRAVITY MAIN TO BUILDINGS, SHALL BE THE MAINTENANCE RESPONSIBILITY OF THE PROPERTY OWNER.

TYPICAL SINGLE SERVICE WASTEWATER CONNECTION (1 OF 2)



PLAN VIEW

TYPICAL SINGLE SERVICE WASTEWATER CONNECTION (2 OF 2)

VICTORIA COMMONS PHASE II
90% SUBMITTAL
HARLINGEN, TX

HARLINGEN
ECONOMIC DEVELOPMENT

halff
5000 WEST MILITARY HWY
MCALLEN, TX 78503
TEL: (956) 664-0760

REVISION NO.	DATE	DESCRIPTION

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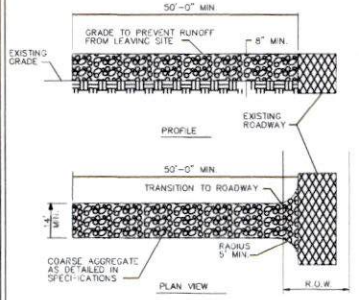
SERVICE CHAPA 147666
NAME PE LICENSE NO.
MARGOLIS
DATE
5-312 TX
TBPE / BUSINESS NO. STATE

PROJECT NO.	53001.007
ISSUED:	6/29/2026
DRAWN BY:	LA FC
CHECKED BY:	RC
SCALE:	NA

SHEET TITLE
WASTEWATER DETAILS

C-807

FILE NAME: K:\53000s\53001\007\LDC\ACDS\Sheets\C-P1_AN-CTLS-53001-007.dwg DATE: August 28, 2026, TIME: 4:05 PM, USER: ar4175

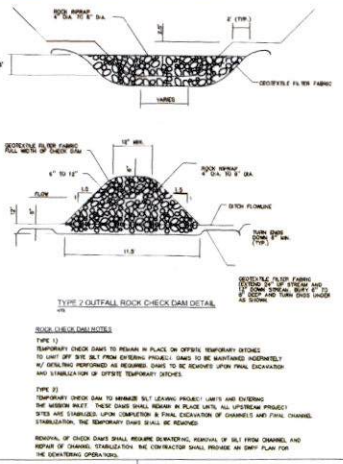


NOTES:

1. STONE SHALL BE 3 TO 5 INCH DIAMETER CRUSHED ROCK OR ACCEPTABLE CRUSHED CEMENT CONCRETE.
2. THE ENTRANCE MUST BE PROPERLY GRADED OR INCORPORATE DRAINAGE SWALE TO PREVENT RUNOFF FROM LEAVING THE CONSTRUCTION SITE.
3. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PAVED SURFACES. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PAVED SURFACES, MUST BE REMOVED IMMEDIATELY.
4. STABILIZED CONSTRUCTION EXIT TO BE REMOVED UPON COMPLETION OF CONSTRUCTION.

STABILIZED CONSTRUCTION EXIT

NTS



TYPE 2 OUTFALL ROCK CHECK DAM DETAIL

NTS

ROCK CHECK DAM NOTES

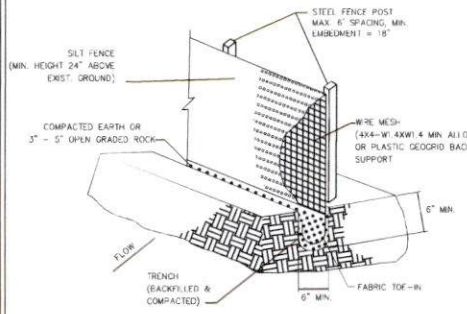
TYPE 1)
TEMPORARY CHECK DAMS TO REMAIN IN PLACE ON OFFSITE TEMPORARY DITCHES TO LIMIT OFF SITE SILT FROM ENTERING PROJECT. DAMS TO BE MAINTAINED HORIZONTALLY W/ GRADING PERFORMED AS REQUIRED. DAMS TO BE REMOVED UPON FINAL EXCAVATION AND STABILIZATION OF OFFSITE TEMPORARY DITCHES.

TYPE 2)
TEMPORARY CHECK DAM TO MINIMIZE SILT LEAVING PROJECT LIMITS AND ENTERING THE MISSION INLET. THESE DAMS SHALL REMAIN IN PLACE UNTIL ALL UPSTREAM PROJECT SITES ARE STABILIZED. UPON COMPLETION & FINAL EXCAVATION OF CHANNELS AND FINAL CHANNEL STABILIZATION, THE TEMPORARY DAMS SHALL BE REMOVED.

REMOVAL OF CHECK DAMS SHALL REQUIRE DEWATERING, REMOVAL OF SILT FROM CHANNEL, AND REPAIR OF CHANNEL STABILIZATION. THE CONTRACTOR SHALL PROVIDE AN SWPP PLAN FOR THE DEWATERING OPERATIONS.

EROSION GENERAL NOTES

1. IT IS THE INTENT OF THIS SUGGESTED EROSION CONTROL PLAN AND WITHIN THE SPECIFICATIONS TO BE USED AS THE GENERAL GUIDELINES OF THE STORM WATER POLLUTION PREVENTION PLAN FOR THIS PROJECT TO ESTABLISH A MINIMUM BASIS OF COMPLIANCE WITH FEDERAL REGULATIONS. CONTRACTOR SHALL PREPARE AND SUBMIT A NOTICE OF INTENT PER THE REQUIREMENTS IN THE NPDES GENERAL PERMIT. THE CONTRACTOR SHALL PREPARE THE STORM WATER POLLUTION PREVENTION PLAN AND BE SOLELY RESPONSIBLE FOR ITS IMPLEMENTATION. THE STORM WATER POLLUTION PREVENTION PLAN SHALL MEET THE REQUIREMENTS SET FORTH IN THE TEXAS COMISSION ON ENVIRONMENTAL QUALITY (TCEQ) TPDES GENERAL PERMIT FOR REGION 6 FOR STORM WATER DISCHARGES FROM CONSTRUCTION SITES.
2. THE STORM WATER POLLUTION PREVENTION PLAN SHOULD ADDRESS THREE GOALS:
   A) DIVERSION OF UPSLOPE WATER AROUND DISTURBED AREAS OF THE SITE;
   B) LIMITS THE EXPOSURE OF DISTURBED AREAS TO THE SHORTEST DURATION POSSIBLE; AND
   C) REMOVAL OF SEDIMENT FROM STORM WATER BEFORE IT LEAVES THE SITE.
3. THE CONTRACTOR SHALL MAKE THE STORM WATER POLLUTION PREVENTION PLAN AVAILABLE, UPON REQUEST, TO TCEQ.
4. THE CONTRACTOR MUST AMEND PLANS WHENEVER THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE OF THE PLAN, OR WHEN THE EXISTING PLAN PROVES INEFFECTIVE. MODIFICATIONS INCLUDING DESIGN AND ALL ADDITIONAL MATERIALS AND WORK SHALL BE ACCOMPLISHED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER.
5. STABILIZATION MEASURES ARE TO BE INSPECTED AT A MINIMUM OF ONCE EVERY 14 DAYS AND WITHIN 24 HOURS AFTER ANY STORM EVENT GREATER THAN 0.5 INCHES. REPAIRS AND INADEQUACIES REVEALED BY THE INSPECTION MUST BE IMPLEMENTED WITHIN 7 CALENDAR DAYS FOLLOWING THE INSPECTION.
6. AN INSPECTION REPORT THAT SUMMARIZES INSPECTION ACTIVITIES AND IMPLEMENTATION OF THE STORM WATER POLLUTION PREVENTION PLAN SHALL BE RETAINED AND MADE PART OF THE PLAN.
7. ALL CONTRACTORS AND SUBCONTRACTORS IDENTIFIED IN THE PLAN MUST CERTIFY AS TO AN UNDERSTANDING OF THE NPDES GENERAL PERMIT BEFORE CONDUCTING ANY ACTIVITY IDENTIFIED IN THE POLLUTION PREVENTION PLAN.
8. THE CONTRACTOR SHALL ADOPT APPROPRIATE CONSTRUCTION SITE MANAGEMENT PRACTICES TO PREVENT THE DISCHARGE OF OILS, GREASE, PAINTS, GASOLINE, AND OTHER POLLUTANTS TO STORM WATER. APPROPRIATE PRACTICES CAN INCLUDE:
9. DESIGNATING AREAS FOR EQUIPMENT MAINTENANCE AND REPAIR. REGULAR COLLECTION OF WASTE. CONVENIENTLY LOCATED WASTE RECEPTACLES; AND DESIGNATING AND CONTROLLING EQUIPMENT WASHDOWN.
10. THE STORM WATER POLLUTION PREVENTION PLAN SHALL BE AMENDED OR MODIFY THIS PLAN AS REQUIRED BY CONSTRUCTION MEANS, METHODS AND SEQUENCE. MODIFICATIONS SHALL NOT COMPROMISE THE INTENT OF THE REQUIREMENTS OF LAW AND THIS PLAN. MODIFICATIONS SHALL NOT BE BASIS FOR ADDITIONAL COST TO THE OWNER.
11. AREAS OF CONSTRUCTION ELSEWHERE ON THE JOB SITE SHALL CONFORM TO THE DETAILS SHOWN ON THE PLANS.
12. BORROW AREAS, IF EXCAVATED, SHALL BE PROTECTED AND STABILIZED UTILIZING THE PLAN DETAILS. ALL WORK SHALL CONFORM TO GOVERNMENTAL REQUIREMENTS AND BECOME PART OF THE STORM WATER POLLUTION PREVENTION PLAN (SWP3). THE WORK SHALL BE DONE BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER.
13. ALL NON-PAVED AREAS SHALL BE MULCHED AND SEEDED WITH EROSION PROTECTION IMMEDIATELY UPON COMPLETION OF FINAL GRADING. THIS INCLUDES ALL DITCHES AND EMBANKMENTS. THE CONTRACTOR SHALL MAINTAIN FINAL GRADING AND KEEP SEEDED AREAS WATERED UNTIL FULLY ESTABLISHED AND ACCEPTED BY THE OWNER.
14. THE CONTRACTOR SHALL CONSTRUCT A STABILIZED CONSTRUCTION EXIT AT ALL TRAFFIC EXIT POINTS PRIOR TO EXITING ONTO ANY PAVED ROADWAY.



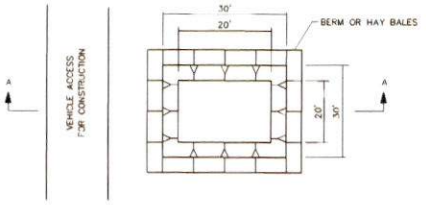
ISOMETRIC VIEW

SILT FENCE DETAIL

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SILT FENCE NOTES:

1. STEEL POSTS WHICH SUPPORT THE SILT FENCE SHALL BE INSTALLED WITH A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POST MUST BE EMBEDDED A MINIMUM OF 18".
2. THE TOE OF THE SILT FENCE SHALL BE TRENCHED IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW. WHERE FENCE CANNOT BE TRENCHED IN WEIGHT FABRIC FLAP WITH WASHED GRAVEL ON UPHILL SIDE, AS NECESSARY, TO PREVENT FLOW UNDER FENCE.
3. THE TRENCH MUST BE A MINIMUM OF 6 INCHES DEEP AND 6 INCHES WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAID IN THE GROUND AND BACKFILLED.
4. SILT FENCE SHOULD BE SECURELY FASTENED TO EACH STEEL SUPPORT POST OR TO BACKING SUPPORT, WHICH IS IN TURN ATTACHED TO THE STEEL FENCE POST. FABRIC SHALL OVERLAP AT ABUTTING ENDS A MINIMUM OF 3 FEET AND SHALL BE JOINED SUCH THAT NO BYPASS OR LEAKAGE OCCURS.
5. INSPECTION SHALL BE MADE WEEKLY OR AFTER EACH RAINFALL. REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED.
6. SILT FENCE SHALL BE REMOVED WHEN THE SITE IS COMPLETELY STABILIZED SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.
7. ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 6 INCHES. THE SILT SHALL BE DISPOSED OF IN AN APPROVED SITE AND IN SUCH A MANNER AS TO NOT CONTRIBUTE TO ADDITIONAL SILTATION.



CONCRETE TRUCK WASHOUT PIT

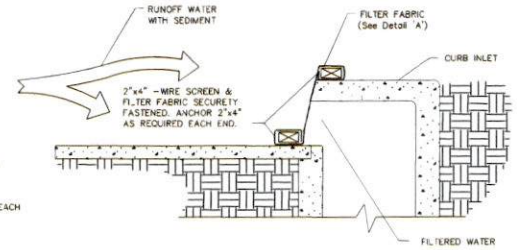
NTS



SECTION A-A

GENERAL NOTES:

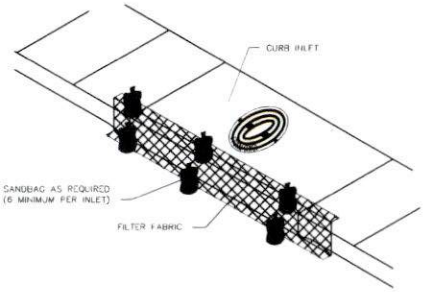
1. DETAIL ABOVE ILLUSTRATES MINIMUM DIMENSIONS. PIT CAN BE INCREASED IN SIZE DEPENDING ON EXPECTED FREQUENCY OF USE.
2. WASHOUT PIT SHALL BE LOCATED IN AN AREA EASILY ACCESSIBLE TO CONSTRUCTION TRAFFIC.
3. WASHOUT PIT SHALL NOT BE LOCATED IN AREAS SUBJECT TO INUNDATION FROM STORM WATER RUNOFF.
4. WASHOUT LOCATION TO BE DETERMINED BY CONTRACTOR.



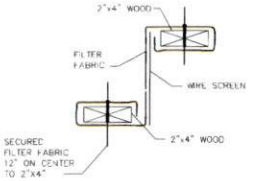
NOTE:
1.) FILTER FABRIC CURB INLET PROTECTION TO BE REMOVED WHEN SITE IS FULLY STABILIZED.
2.) FILTER FABRIC TO BE CLEANED AFTER EACH RAIN EVENT.
3.) 2X4 LUMBER TO BE CUT AS REQUIRED TO FIT CONTOURS OF GUTTER LINE.
4.) ALL BAGS TO BE USED FOR INLET PROTECTION TO BE U.V. RESISTANT.

FILTER FABRIC CURB INLET PROTECTION

NTS



ISOMETRIC VIEW



DETAIL 'A'

NTS

VICTORIA COMMONS
PHASE II
90% SUBMITTAL
HARLINGEN, TX

H★RLINGEN

halff
5000 WEST MILITARY HWY
SUITE 100
MCALLEN, TX 78503
TEL: (956) 664-7536

NO	REVISION DATE	DESCRIPTION

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REFERENCE CHAPS NAME	147995 PE LICENSE NO.
SIGNATURE	
DATE	
A-312 FIRM / BUSINESS NO.	TX STATE

PROJECT NO.	53001.007
ISSUED:	8/28/2026
DRAWN BY:	LA,FC
CHECKED BY:	BC
SCALE:	NA

SHEET TITLE
EROSION CONTROL DETAILS

C-808

FILE NAME: A:\53000s\53001\007\LDC\ADD\Sheets\C-PLAN-DTLS-53001-007.dwg DATE: August 28, 2026, TIME: 4:05 PM, USER: ahl175

halff

VICTORIA COMMONS SUBDIVISION PHASE II - HARLINGEN,TEXAS

PUBLIC UTILITY IMPROVEMENTS - EOPCC

STORM UTILITY IMPROVEMENTS					
ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
1	24" Gasket Sealed RCP (Class III)	LF	271	$ 165.00	$ 44,715.00
2	30" Gasket Sealed RCP (Class III)	LF	1,006	$ 200.00	$ 201,200.00
3	36" Gasket Sealed RCP (Class III)	LF	604	$ 225.00	$ 135,900.00
4	48" Gasket Sealed RCP (Class III)	LF	58	$ 250.00	$ 14,500.00
5	60" Gasket Sealed RCP (Class III)	LF	750	$ 350.00	$ 262,500.00
6	Junction Box w/ Curb Inlet Opening	EA	3	$ 15,000.00	$ 45,000.00
7	Junction Box (8' X 8')	EA	1	$ 12,000.00	$ 12,000.00
8	Type A MOD II Inlet	EA	4	$ 4,000.00	$ 16,000.00
9	Grate Inlet	EA	1	$ 4,000.00	$ 4,000.00
10	Type F Inlet	EA	5	$ 5,500.00	$ 27,500.00
11	24" Slope End Treatment	EA	1	$ 12,000.00	$ 12,000.00
12	30" Slope End Treatment	EA	2	$ 14,000.00	$ 28,000.00
13	36" Slope End Treatment	EA	1	$ 16,000.00	$ 16,000.00
14	60" Sloped End Treatment	EA	1	$ 20,000.00	$ 20,000.00
15	Trench Protection RCP	LF	2689	$ 2.80	$ 7,529.20
16	Connect To Existing Storm System W/ Manhole	EA	1	$ 7,106.77	$ 7,106.77
				Sub Total =	$ 853,950.97
				30% CONTINGENCY =	$ 256,185.29
				TOTAL =	**$ 1,110,136.26**

ROADWAY IMPROVEMENTS					
ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
1	Curb and Gutter	LF	2195	$ 34.50	$ 75,727.50
2	HMAC	SY	5548	$ 45.20	$ 250,769.60
3	Flexible Base	SY	5548	$ 16.45	$ 91,264.60
4	Lime Treated Subgrade	SY	5548	$ 20.55	$ 114,011.40
5	5' Sidewalk	SY	1192	$ 45.00	$ 53,640.00
6	Conc. Driveway	SY	125	$ 60.00	$ 7,500.00
				Sub Total =	$ 592,913.10
				30% CONTINGENCY =	$ 177,873.93
				TOTAL =	**$ 770,787.03**

PROJECT TOTAL =	**$ 1,880,923.29**

This cost estimate has been prepared in accordance with standard industry practices. It is understood and agreed that this estimate is provided for informational purposes only and does not constitute a guarantee of actual project costs. The Engineer shall not be held liable to the Owner or any third party for any discrepancies between the estimated and actual costs of the project or any portion thereof. This estimate is valid for a period of six (6) months from the date of issuance. If this period is exceeded, the Engineer shall update the estimate upon request to reflect current conditions and pricing.

From: Nadia Lopez <nlopez@harlingentx.gov>
Sent: Thursday, September 24, 2026 3:06 PM
To: Leslie Acosta <lAcosta@halff.com>; Roberto Hernandez <rhernandez@harlingentx.gov>
Cc: Berenice Chapa <bchapa@halff.com>
Subject: Re: Victoria Commons Phase II - Escrow Amount

Good afternoon.

We have reviewed the amount and do not have an issue with the cost amount. Let me know if you need anything else from us.

Thank You.

Nadia Lopez, PE
ASSISTANT CITY ENGINEER
★ ★ ★
(956) 216-5223
nlopez@harlingentx.gov
www.harlingentx.gov
24200 FM 509, Harlingen, TX 78550

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10 F

AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **October 7th 2026**

Agenda Item:
Consideration and possible action to award RFQ No. 2026-11, Professional Engineering Services for the Treasure Hills Boulevard Storm Sewer Improvements (SYS #008 & SYS #018), and authorize the City Manager to negotiate and execute a Professional Services Agreement with the highest-ranked qualified firm.

Prepared By: Roberto Hernandez, PE, CFM, MS
Title: City Engineer
Signature:

Brief Summary:
The City of Harlingen solicited Statements of Qualifications under RFQ No. 2026-11 for professional engineering services associated with the Treasure Hills Boulevard Storm Sewer Improvements (SYS #008 & SYS #018), a FEMA/TDEM-funded drainage improvement project. The project will address existing drainage deficiencies by evaluating and designing improvements to Storm Sewer Systems 008 and 018. The anticipated improvements include replacement of undersized storm sewer infrastructure with larger reinforced concrete pipe, improved hydraulic connectivity between the two systems, and associated manholes and inlets. The selected consultant will provide engineering design, hydrologic and hydraulic analysis, Benefit-Cost Analysis, environmental and historic preservation coordination, permitting support, and preparation of final construction plans, specifications, and estimates. A total of eleven (11) Statements of Qualifications were received and evaluated by the City's selection committee in accordance with the criteria established in the RFQ. The evaluation considered the firm's approach to the scope of work, experience and qualifications of the firm and project team, firm capability and past experience, and familiarity with applicable rules and regulations. The completed evaluation rankings and all submitted Statements of Qualifications are attached for Commission review. Staff recommends acceptance of the final evaluation rankings and authorization for the City Manager to begin negotiations with the highest-ranked qualified firm. In the event a mutually satisfactory agreement cannot be reached with the highest-ranked firm, authorization is also requested for the City Manager to formally terminate negotiations and proceed with the next highest-ranked firm in accordance with the approved evaluation rankings until a satisfactory agreement is reached. Staff recommends approval.
Funding (if applicable):

Are funds specifically designated in the current budget for the full amount for this purpose? *If no, specify source of funding and amount requested:	[X] Yes	[ ] No*	
Finance Director's approval:	[ ] Yes	[ ] No	[✓] N/A

Staff Recommendation:
Staff recommends approval.

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

Comments:

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

Bid #1











PROFESSIONAL ENGINEERING SERVICES

TREASURE HILLS BOULEVARD STORM SEWER IMPROVEMENTS

RFQ 2026-11 | CITY OF HARLINGEN, TEXAS

SUBMITTED BY:

VIGSTOL ENGINEERING
2802 Lazy Lake Drive
Harlingen, Texas 78550
(956) 212-2743

July 14, 2026

COPY

Vigstol Engineering

July 14, 2026

Ms. Mari Leal, Procurement Supervisor
City of Harlingen Purchasing Department
404 S. 54th Street
Harlingen, Texas 78550

RE: Statement of Qualifications for RFQ 2026-11 - Professional Engineering Services for Treasure Hills Boulevard Storm Sewer Improvements (SYS#008 & SYS#018), FEMA/TDEM Project No. DR4485-0246

Dear Ms. Leal and Evaluation Committee,

Vigstol Engineering respectfully submits this Statement of Qualifications for RFQ 2026-11. This is not a start-from-scratch assignment. The proposed project is within the immediate neighborhood of my office on Lazy Lake Drive, and it involves the same Becky Lane, Treasure Hills Boulevard, System 008/System 018 flood-mitigation concept I evaluated while serving as City Engineer for Harlingen. I have stood in the corridor, spoken with affected flood residents, reviewed the historical drainage problem, and helped advance the earlier HMGP concept behind the current scope.

Harlingen has made drainage a public-safety and infrastructure priority: reducing flood risk, increasing stormwater conveyance capacity, preserving roads and utilities, improving system reliability, and strengthening community resiliency. Treasure Hills Boulevard fits squarely within that priority. The successful design cannot be limited to larger pipe. It must connect H&H modeling, Benefit-Cost Analysis, FEMA/TDEM review, EO 11988 and floodplain compliance, SHPO/EHP documentation, utilities, pavement restoration, residential access, and constructible PS&E into one defensible project record. Vigstol Engineering's value is the ability to carry those technical, regulatory, and construction considerations together from the first field review through final sealed documents, without losing the local project knowledge needed to make the design practical.

My proposed role is deliberately direct: Project Manager, Engineer of Record, City contact, technical lead, cost estimator, and QA/QC reviewer. I bring 26 years of civil infrastructure experience, prior service as Harlingen City Engineer, FEMA/TDEM drainage mitigation experience, flood-planning and grant-documentation experience, and more than 17 years of contractor-side background. That combination is aimed at identifying utility conflicts before bid, tightening quantities and scope, reducing change-order risk, and keeping the project on schedule and within budget.

Selection of Vigstol Engineering gives the City immediate startup, local accountability, and project-specific knowledge that cannot be recreated through kickoff meetings. The enclosed SOQ demonstrates a principal-led approach to delivering a coordinated record from field verification through H&H, BCA, FEMA/TDEM, environmental/floodplain documentation, final design, cost estimate, and construction-ready PS&E. The result is a more efficient design process, fewer unresolved assumptions, and a stronger path to a buildable project that protects the City's schedule and budget.

Sincerely,

Andy Vigstol, P.E., S.I.T.
Managing Member, Vigstol Engineering
Vigstol Professional Services, PLLC | TBPELS F-22874
(956) 212-2743 | avigstol@yahoo.com

Table of Contents

	Tab	Pg
TAB A – APPROACH TO SCOPE OF WORK		
1. Project Understanding	A	1
2. Scope Delivery Approach	A	1
3. Proposed Methodology	A	2
4. Proposed Approach to Environmental and Historic Preservation Coordination	A	3
5. Personnel, Technical Resources, and QA/QC	A	4
6. Similar Project Experience	A	4
7. Tab A Summary	A	6
TAB B – EXPERIENCE AND PROFESSIONAL QUALIFICATIONS OF THE FIRM AND TEAM		
1. Professional Qualifications Narrative	B	1
2. Firm Services, Location, Founding, Resources, Licenses & Certifications	B	1
3. Firm Location	B	3
4. Relevant Accomplishments, Recognitions, and Similar Experience	B	3
5. Technical Capability and Project Delivery Resources	B	4
6. Resume of Key Individuals	B	5
7. Project Team Organization	B	6
TAB C – FIRM CAPABILITY AND PAST EXPERIENCE		
1. Firm Capability and Past Experience	C	1
2. Reference Form	C	5
3. Business Data Certification	C	6
TAB D – FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS		
1. Familiarity with Applicable Regulations and Requirements	D	1
2. Certification Regarding Debarment and Suspension	D	3
3. Insurance and Claims Information	D	3
4. Conflict of Interest Questionnaire	D	4

TAB A

TAB B

TAB C

TAB D

Tab A

Approach to Scope of Work

1. Project Understanding

Understanding of Proposed Drainage Improvements and Flood Mitigation Objectives

Vigstol Engineering understands that the City of Harlingen is seeking professional engineering services for the Treasure Hills Boulevard Storm Sewer Improvements Project, a FEMA-funded, TDEM-managed flood mitigation initiative intended to address recurring drainage deficiencies and reduce flood risk within the Treasure Hills Boulevard and Becky Lane drainage system areas. The proposed improvements generally involve replacement and upsizing of existing storm sewer infrastructure, improvement of Storm Sewer System 008, establishment of hydraulic connectivity between Storm Sewer Systems 008 and 018, and development of a coordinated drainage solution that improves runoff collection and conveyance through both systems reducing flood risk in the area.

Vigstol Engineering's understanding of this project began before the current RFQ. While serving as City Engineer for Harlingen, Andy Vigstol, P.E., personally investigated historical flooding along Becky Lane, conducted field data collection following major flood events, spoke with affected residents, evaluated alternatives for improving Storm Sewer System 008 and its connection to Storm Sewer System 018, and served as the City's point of contact for the FEMA HMGP Notice of Intent that advanced substantially the same mitigation concept now contemplated by this RFQ.

In November 2019, Mr. Vigstol conducted a drainage study and field data collection effort along Becky Lane documenting roadway, gutter, inlet, and historical high-water elevations. The effort recorded historical high-water elevations of 35.71 feet and 35.00 feet at multiple locations along Becky Lane noted during the June 25, 2019 flood and documented existing 15-inch and 18-inch RCP infrastructure. Mr. Vigstol also met for several hours with a prior flood victim at 2601 Becky Lane, near the low point of the Becky Lane system, to understand the history, severity, and practical consequences of flooding at that location.

At that time, the Becky Lane system generally collected runoff near the low point and conveyed it eastward. During Mr. Vigstol's tenure as City Engineer, the City completed drainage improvements that added capacity to the eastern portion of the Becky Lane system. Through his work as City Engineer, he also evaluated whether additional relief could be provided by improving System 008 and hydraulically connecting it with System 018, including a concept to convey runoff from the Becky Lane low area toward 25th Street, through Treasure Hills Boulevard, and ultimately toward Emerald Lake and the system outfall.

The City's 2020 HMGP Notice of Intent documented repeated flood damage associated with major events in 2007, 2008, 2010, 2018, and 2019, with damages affecting City infrastructure, homes, and businesses. The application estimated approximately 960 residential, multifamily, and commercial structures at risk. The proposed mitigation action included replacement of undersized storm sewer infrastructure, larger pipes, manholes, inlets, minor utility adjustments, roadway restoration, and connection of System 008 with System 018 to alleviate flooding concerns.

The project is therefore not merely a replacement of isolated storm sewer pipe. It is a linked drainage-system improvement requiring evaluation of existing and proposed pipe capacities, inlet interception, hydraulic grade lines, surface drainage patterns, downstream constraints, tailwater conditions, potential surcharge, available conveyance routes, and hydraulic effects of transferring flow between Systems 008 and 018. Particular attention must be given to known low-lying areas along Becky Lane and to demonstrate measurable flood-reduction benefits without transferring adverse impacts downstream.

The primary flood mitigation objective is to reduce recurring flood risk within the Becky Lane, 25th Street, Treasure Hills Boulevard, and Emerald Lake drainage area by improving the collection, conveyance, and hydraulic connectivity of Storm Sewer Systems 008 and 018. The project purpose is to address known low-lying residential flooding, increase the capacity of undersized storm sewer infrastructure, improve inlet performance, reduce surcharge and street ponding, and provide a more effective path for stormwater to reach the downstream receiving system.

A second objective is to develop a FEMA-supportable design that produces measurable and defensible flood-reduction benefits. The H&H analysis must establish existing conditions, test proposed improvements, evaluate the hydraulic effect of connecting Systems 008 and 018, and quantify before-and-after reductions in flood depth, duration, and affected structures where supported by the data. These results will support the Benefit-Cost Analysis, FEMA/TDEM coordination, environmental and floodplain review, and final PS&E package. The objective is to provide the City with a constructible drainage improvement project that reduces flood exposure for residents and public infrastructure while avoiding assumptions regarding downstream impacts or regulatory floodway compliance.

2. Scope Delivery Approach

Project Management Procedures

Vigstol Engineering will deliver the Scope of Work through a direct, principal-led approach. Mr. Vigstol will serve as Project Manager and primary point of contact, maintaining continuity between project administration, field assessment, utility coordination, H&H modeling, FEMA documentation, environmental review, design development, cost estimating, and final PS&E. This approach avoids unnecessary handoffs between proposal staff, management staff, and production staff. The person responsible for understanding the flood problem, evaluating alternatives, and preparing the design documents remains directly involved throughout the work.

Coordination with the City

The City's primary coordination contact is anticipated to be Roberto Hernandez, P.E., City Engineer, or a designated member of City Engineering staff. Vigstol Engineering will use formal 30%, 60%, and 90% milestone meetings, final comment resolution, and informal working meetings as needed. Informal coordination will be used to resolve record information, utility conflicts, field findings, modeling assumptions, FEMA/TDEM questions, and permitting concerns before they become schedule-critical issues. Monthly written progress updates and an action log will track decisions, responsible parties, comments, unresolved risks, and agency coordination.

Utility Coordination Strategy

Utility coordination is one of the primary design risks. Known or anticipated utilities include water, sanitary sewer, gas, electric, telecommunications, and existing drainage infrastructure. Irrigation facilities are not anticipated within the immediate work corridor. On Becky Lane, sanitary sewer is generally located near the middle of the street, drainage is generally along the north side, and water is generally along the south side. Along Treasure Hills Boulevard, water is generally located along the south side, while sewer and drainage are both located near the middle of the street per available GIS data. This creates a significant conflict area where proposed storm sewer improvements may require larger pipe sizes, flatter profiles, or additional junction structures such as conflict manholes.

The utility base map will be developed from City GIS drainage maps, HWWS water and sewer GIS data; franchise utility records; available GIS/KML information; visible field evidence; survey data where needed, record drawings; and a Texas 811 design ticket supported by field observations. Apparent conflicts will be tracked from the start. The 30% design will identify major conflict zones and likely horizontal or vertical constraints. The 60% design will refine pipe alignments, structure locations, utility crossings, and conflict resolutions. The 90% design will finalize utility notes, coordination status, relocation assumptions, and construction constraints. SUE level C or greater is not specifically identified in the RFQ and should be treated as supplemental if record information, field evidence, or design risk justifies additional subsurface investigation.

PS&E Development

Construction documents will be developed using City of Harlingen standard forms, details, and specifications where applicable. TxDOT standard details and bid item conventions may be used where City standards do not fully address drainage, pavement restoration, traffic control, trench safety, erosion control, or related construction items. Specifications and upfront documents will be prepared in the City's preferred format or EJCDC format, depending on City direction. Plans will clearly define removals, proposed storm sewer layout, plan and profile, paving restoration, utility crossings, traffic control, SWPPP/TCEQ requirements, trench safety, construction sequencing, and coordination notes.

The 30% PS&E package will establish the recommended alternative, preliminary alignment, pipe sizes, major drainage structures, known utility constraints, initial construction phasing, and preliminary opinion of probable construction cost. The 60% package will advance plan/profile sheets, hydraulic design, structure locations, pavement restoration, traffic control, environmental/permitting notes, and updated cost. The 90% package will provide substantially complete plans, specifications, quantities, bid schedule, construction schedule, and comment responses. The final package will incorporate City comments and provide sealed construction documents suitable for the City's intended next phase.

Cost estimates will use recent available City of Harlingen bid tabs for comparable drainage, utility, pavement restoration, and traffic control work where available, HWWS bid tabs if utility conflicts require water or sewer improvements, TxDOT average low bid prices as a secondary benchmark, and local contractor pricing knowledge to evaluate whether unit prices are realistic for trench depth, staging, possible dewatering, traffic control, utility conflicts, and quantity scale. Contingencies will be higher at early milestones and reduced as survey, utilities, geotechnical information, permitting assumptions, and design details become more complete.

3. Proposed Methodology

Hydrologic and Hydraulic (H&H) Study Methodology

The H&H Study will serve as the technical foundation for the design, FEMA coordination, and Benefit-Cost Analysis. It will define existing flood risk, evaluate the hydraulic relationship between Systems 008 and 018, test proposed improvement alternatives, support the selected design, and provide before-and-after flood-reduction data required for FEMA review and BCA documentation. The study will be tied directly to design decisions, EHP/floodplain review, cost estimating, and PS&E development.

The study effort will compile multiple layers of information including the City of Harlingen Master Drainage Plan, available drainage models, prior System 008 and System 018 records, FEMA/TDEM documentation, Becky Lane field data, record drawings, GIS data, LiDAR/topography, FEMA FIRM/FIS/NFHL data, NOAA rainfall data, City flooding records, resident complaint information, and field-verified storm sewer inventory. Drainage areas will be delineated using GIS, topography, roadway grades, inlet locations, survey data where available, storm sewer connectivity, and field observations. Hydrologic parameters will address land use, impervious cover, soil conditions, overland flow patterns, time of concentration, and relevant rainfall events.

Hydraulic Modeling

EPA-SWMM is anticipated as the primary hydraulic modeling platform for the urban storm sewer network because the project involves pipes, inlets, junctions, manholes, closed-conduit hydraulics, tailwater, surcharge, hydraulic grade line evaluation, and connectivity between Storm Sewer Systems 008 and 018. HEC-RAS may be used as a supplemental model where the design requires evaluation of Emerald Lake, downstream tailwater, regulatory floodway impacts, open-channel behavior, or water-surface elevation changes. GIS will be used to support drainage-area delineation, flood-depth exhibits, affected-structure mapping, environmental data, NFHL review, utility data, wetland/floodplain overlays, and preparation of exhibits for City, TDEM, FEMA, and SHPO coordination.

The existing-conditions model will evaluate baseline performance for Becky Lane, 25th Street, Treasure Hills Boulevard, Emerald Lake, and the downstream outfall system. Model elements will include pipe sizes, lengths, slopes, inlets, manholes, junctions, tailwater assumptions, roadway low points, surcharge potential, storage, surface overflow, and hydraulic grade lines. The proposed-conditions model will evaluate replacement or upsizing of undersized storm sewer infrastructure, potential low-profile conveyance elements, additional inlets or junction structures, and the hydraulic connection between Systems 008 and 018.

The analysis will determine whether the improvements reduce flood depth, reduce flood duration, improve inlet interception, lower hydraulic grade lines, increase conveyance capacity, and avoid adverse downstream impacts. The model will also identify whether increased conveyance toward Emerald Lake affects receiving-system water-surface elevations or creates floodway compliance concerns. Model outputs will support plan/profile development, pipe sizing, structure selection, tailwater assumptions, floodplain documentation, and BCA inputs.

FEMA Coordination Requirements

FEMA coordination will occur through the City and TDEM, with the technical record organized to support FEMA Region 6 review. Vigstol Engineering will maintain consistency among assumptions, calculations, model files, maps, cost estimates, EHP documentation, and design outputs. Any material design change affecting approved scope, environmental clearance, floodplain review, BCA, budget, period of performance, or constructability will be identified early and coordinated with the City before advancement.

Benefit-Cost Analysis Methodology

The BCA will be developed from modeled H&H results rather than after-the-fact assumptions. For this storm sewer and drainage-improvement project, a Damage-Frequency Assessment methodology is anticipated, subject to confirmation with the City, TDEM, and FEMA. The model will therefore be structured to produce event-frequency and damage-reduction data, not merely pipe-capacity checks. BCA inputs may include before-and-after flood depths, event frequencies, affected structures, finished floor elevations, low adjacent grades, structure type and value, contents assumptions, roadway/access impacts, public infrastructure impacts, project cost, useful life, and maintenance assumptions. The final BCA package will include the FEMA BCA Toolkit 6.0 file or other FEMA-required format, supporting documentation, data-source index, model-output references, cost estimate, and explanatory narrative.

4. Proposed Approach to Environmental and Historic Preservation Coordination

Floodplain Compliance Strategy

Vigstol Engineering will treat environmental and historic preservation coordination as an early design consideration rather than a late-stage administrative exercise. The improvements are federally funded and must support City, TDEM, FEMA, local floodplain administrator, and SHPO review. The environmental coordination effort will be organized around the RFQ requirements for Task 6: project-component coordinates, latitude and longitude information, final narrative scope of work, ground-disturbance dimensions, structure sizes, plan exhibits, and supporting materials for FEMA Environmental and StateHistoric Preservation review. The H&H study, PS&E package, SHPO submittal, floodplain documentation, and permitting record will be developed together for consistency.

The proposed project is intended to improve conveyance within the Becky Lane, 25th Street, Treasure Hills Boulevard, and Systems 008/018 drainage network. The downstream receiving system includes Emerald Lake and the Arroyo Colorado floodplain system, including mapped Zone AE and regulatory floodway conditions. Although most proposed construction is anticipated to occur within existing City right-of-way and previously disturbed street corridors, the project's hydraulic effect on the downstream floodplain and floodway must be evaluated as part of design. Executive Order 11988 requires evaluation of floodplain effects, practicable alternatives, and minimization of harm when federally funded actions are located in or affect floodplains. Vigstol Engineering will coordinate with the City Engineer, acting as the City of Harlingen Floodplain Administrator, to identify Chapter 105 requirements and align H&H documentation with FEMA, TDEM, and local review.

Vigstol Engineering will not assume or guarantee no-rise in the regulatory floodway. The project is intended to reduce local flooding by increasing storm sewer capacity and moving runoff more efficiently toward the downstream receiving system, which may change the timing, rate, or volume of runoff delivered to Emerald Lake. That effect may be small, but it must be evaluated through project-specific H&H modeling before a no-rise conclusion can be made. If modeling demonstrates no increase during the base flood discharge, the project may proceed through local floodplain permitting and FEMA/TDEM documentation with no-rise support. If modeling shows any increase, the City would need to consider redesign, compensatory mitigation, discharge timing modifications, added storage, or another adjustment to eliminate the rise. If the City elects to advance a design that increases flood levels within the regulatory floodway, the project may require a CLOMR process before construction can be permitted.

Permitting Considerations

The project drains toward Emerald Lake, which functions as part of the local drainage system and ultimately discharges toward the Arroyo Colorado. Emerald Lake should not be assumed to be non-jurisdictional without review. The design approach should avoid direct impacts to lake features, wetlands, ordinary high-water limits, downstream drainage features, or other potentially jurisdictional waters unless such impacts are evaluated, documented, and authorized. Environmental screening will review mapped wetlands and surface waters, receiving-system configuration, anticipated construction limits, outfall conditions, dewatering needs, erosion control requirements, and whether work may occur below ordinary high water. High groundwater will also be considered in trench safety, dewatering, bedding, backfill, and excavation stability.

Construction disturbance is anticipated to exceed one acre but remain below five acres, so TCEQ Construction General Permit coverage, SWPPP documentation, temporary erosion and sediment control measures, and site notice requirements should be anticipated. Cameron County Drainage District No. 3 coordination should also be anticipated because Emerald Lake and downstream features are related to the District's drainage network. TxDOT, irrigation district, and direct IBWC coordination are not anticipated based on present limits but will be verified during data collection.

Executive Order 11988 Coordination

Executive Order 11988 floodplain compliance will be addressed as an integrated part of the H&H study, environmental review, and FEMA/TDEM documentation process. Vigstol Engineering will evaluate whether the proposed improvements are located in or may affect mapped floodplain or wetland areas, consider practicable alternatives, and document measures to minimize adverse floodplain impacts. The analysis will specifically consider the relationship between the proposed storm sewer improvements, Emerald Lake, downstream tailwater, regulatory floodway constraints, and local floodplain permitting requirements so that floodplain compliance is resolved before the project advances to final PS&E.

State Historic Preservation Office Coordination Requirements

SHPO coordination will be supported through preparation of the full project scope, Area of Potential Effects, proposed ground-disturbance limits, photographs, plan sheets, structure dimensions, trench depths, and documentation that work is anticipated within

existing public right-of-way and previously disturbed pavement corridors. Existing neighborhood infrastructure appears to be approximately 45 years old, but no historic structures are known to be present within the anticipated work limits.

5. Personnel, Technical Resources, and QA/QC

Personnel and Specialty Support

Vigstol Engineering will provide a principal-led team. Andy Vigstol, P.E., SIT will serve as Project Manager and will be the only named project personnel for this phase. Mr. Vigstol brings 26 years of civil infrastructure experience, including direct experience as the former City Engineer. That prior role provides immediate familiarity with the City's drainage systems, capital project procedures, utility records, local floodplain administration process, FEMA/TDEM coordination, and public-infrastructure delivery expectations. Mr. Vigstol will be responsible for project management, City coordination, field assessment, engineering judgment, H&H coordination, FEMA documentation support, utility-conflict review, constructability review, PS&E, cost estimating, and QA/QC.

Specialty support can be retained if authorized. Survey, geotechnical, and subsurface utility engineering support will be provided by qualified firms as needed. Proposed subconsultants will be identified if Vigstol Engineering is shortlisted and the City requests a final project team. Survey may also be self-performed using City GPS resources if authorized by the City and if required for the necessary level of accuracy. Geotechnical services will be coordinated through a qualified local geotechnical provider. SUE level C or greater will be treated as supplemental if field conditions, utility congestion, or design risk justify additional investigation.

Technical Resources, GIS Capabilities, and Hydraulic Modeling Software

Resource	Use on Project
AutoCAD Civil 3D	Plan production, profiles, utility layout, storm sewer sheets, details
EPA-SWMM	Primary storm sewer hydrologic and hydraulic model for drainage areas, pipes, junctions, inlets, surcharge, and Systems 008/018 interaction
HEC-RAS	Receiving-system, floodplain, open-channel, tailwater, Emerald Lake, and regulatory floodway evaluation if required
QGIS / GIS	KML/KMZ review, utility integration, drainage areas, NFHL/FIRM and NWI overlays, FEMA/TDEM exhibits, additional vector or raster dataset analysis
Bluebeam / Office / Excel	Plan review, comment tracking, quantities, estimates, schedules, BCA tables, documentation
FEMA / agency tools	FEMA BCA Toolkit, NFHL/FIRM, estBFE/USGS, NOAA Atlas 14, TCEQ, THC, NWI, USACE screening resources

QA/QC

QA/QC will be performed continuously. Reviews will include drainage calculations, H&H model inputs and outputs, plan/profile consistency, pipe slopes and cover, utility crossings, structure callouts, pay items, quantity takeoffs, specifications, estimate basis, FEMA documentation consistency, and constructability. The 30% review will focus on assumptions, constraints, alignment, utility conflicts, modeling basis, and order-of-magnitude cost. The 60% review will focus on plan/profile development, pipe and structure layout, utility crossings, hydraulic performance, permitting assumptions, and updated quantities. The 90% review will focus on biddability, constructability, specifications, final quantities, cost refinement, and comment resolution. The final review will confirm the package is complete, coordinated, internally consistent, and ready for the City's intended next phase.

6. Similar Project Experience

9th & 13th Street Storm Sewer Drainage Improvements Project

The 9th & 13th Street Storm Sewer Drainage Improvements Project is Mr. Vigstol's most directly comparable FEMA-funded drainage improvement experience. While serving as City Engineer for the City of Harlingen, Andy Vigstol, P.E., led the City-side effort for this TDEM/FEMA Hazard Mitigation Grant Program project, including coordination of the City's technical, administrative, funding, consultant-delivery, and grant-management requirements. The project was awarded under HMGP DR-4266, FEMA Project No. 014, and was developed to mitigate recurring flooding through storm sewer improvements intended to increase conveyance capacity, reduce street and structure flooding, and improve the performance of an existing urban drainage system.

The design-phase scope included replacement of undersized storm sewer infrastructure with improved drainage facilities and required a complete FEMA-supportable engineering package. Required deliverables included 100% engineering design, signed and sealed plans, H&H study, calculation of flood depth at each structure before and after mitigation, revised construction budget, revised construction scope, survey report, geotechnical report, required permits, and Benefit-Cost Analysis documentation. This experience is directly relevant to the Treasure Hills Boulevard project because both assignments require storm sewer capacity improvements, flood mitigation documentation, H&H modeling, FEMA/TDEM coordination, BCA support, environmental and permitting awareness, and preparation of a defensible design-phase package for later construction implementation.

Mr. Vigstol's role also included practical experience with the administrative side of FEMA-funded project delivery. This included use of TDEM's Grant Management System (GMS) for grant documentation, reporting, submittal tracking, and coordination of required project information. The project also required coordination meetings and correspondence with TDEM and FEMA personnel to address scope, schedule, documentation requirements, eligible costs, technical deliverables, and project advancement. That experience directly informs Vigstol Engineering's approach to Treasure Hills Boulevard: maintain a clean technical and administrative record, keep H&H results consistent with the BCA, identify FEMA/TDEM review issues early, document design decisions clearly, and prepare a PS&E package that supports both engineering implementation and grant compliance.

System 008 NOI

The Storm Sewer System 008 HMGP Notice of Intent is directly relevant to the Treasure Hills Boulevard Storm Sewer Improvements Project because it involved the same drainage system, same flood-prone neighborhood, and substantially the same mitigation concept

now being advanced through this RFQ. While serving as City Engineer for the City of Harlingen, Andy Vigstol, P.E., was identified as the City's point of contact for the DR-4416 NOI. The proposed project area included the drainage network beginning near Haine Drive and South 25th Street, extending along South 25th Street, connecting laterally to Storm Sewer System 018, and continuing from Treasure Hills Boulevard past Emerald Lake Drive toward the downstream outfall.

The NOI effort included evaluation of multiple design alternatives to address the repeated flooding affecting the Becky Lane, South 25th Street, Treasure Hills Boulevard, and Emerald Lake drainage area. Alternatives considered included improving the existing System 008 infrastructure as a stand-alone drainage improvement, replacing undersized storm sewer pipes with larger reinforced concrete pipe or low-profile box culverts, draining the system north on 25th Street, modifying or adding manholes and inlets, and evaluating whether additional hydraulic relief could be achieved by connecting Storm Sewer System 008 to Storm Sewer System 018. The alternative analysis was important because the flood problem was not limited to one isolated pipe segment; it involved inlet capacity, pipe capacity, downstream tailwater, hydraulic connectivity, and the ability to move runoff away from known low-lying residential areas without creating adverse impacts elsewhere.

As City Engineer, Mr. Vigstol personally investigated the affected area and spoke on-site with several residents whose homes had experienced flooding following the July 2019 flood event. Those field discussions, combined with the alternatives analysis, provided direct understanding of the depth, frequency, duration, and practical consequences of flooding in the neighborhood. The preferred mitigation concept advanced through the NOI was to upgrade the existing storm sewer drainage system and connect System 008 with System 018 to increase drainage capacity and provide greater relief to affected properties. This experience is directly applicable to Treasure Hills because the current assignment requires the same core process: evaluate existing storm sewer deficiencies, compare practical design alternatives, model the hydraulic relationship between Systems 008 and 018, quantify flood-reduction benefits, support FEMA/TDEM documentation, and produce a constructible PS&E package for implementation.

Additional Experience

Additional relevant flood-protection and grant experience includes the City of Harlingen HUC-10 Flood Protection Planning Study, a coordinated Texas Water Development Board and City of Harlingen project for which Mr. Vigstol served as grant writer. The project secured a $6.2 million floodway study covering more than 297 square miles through a two-phase vetted application, review, and submittal process for a 90/10 grant funding opportunity. This experience is directly relevant to the Treasure Hills Boulevard Storm Sewer Improvements Project because it demonstrates Mr. Vigstol's ability to connect drainage planning, technical analysis, funding strategy, agency coordination, and implementation documentation. It is also directly tied to the present RFQ because a portion of the HUC-10 Study results is included in the RFQ as an exhibit identifying Storm Sewer System 008 25-year improvements, reinforcing that the proposed Treasure Hills/System 008 work is part of a larger City flood-mitigation planning framework rather than an isolated drainage repair.

Mr. Vigstol's prior project list also includes Jefferson Street Drainage Improvements, identified as a FEMA Grant / City of Harlingen project, further demonstrating experience with City-led drainage improvements and federally funded flood-mitigation work in Harlingen. His experience with the City of Harlingen Street Improvement Program provides additional practical value for this assignment. He served as Engineer of Record, Project Manager, Cost Estimator, QA/QC Reviewer, and Design Team Lead for the 2020 and 2021 programs, which involved annual budgets ranging from approximately $1.4 million to $2.8 million across multiple roadway sections. Although the Street Improvement Program was not primarily a FEMA drainage project, it is highly applicable to Treasure Hills because the proposed storm sewer improvements will be constructed within active public streets and will require coordinated PS&E development, pavement restoration, utility-conflict resolution, residential access maintenance, traffic control, construction sequencing, cost estimating, and constructability review.

Mr. Vigstol also served as Project Engineer and data acquisition team member for the Coastal Parks Post-Harvey Pier Inspection following FEMA Disaster DR-4332, where mobile data collection and GIS-based tools were used to document post-disaster damage conditions and support federal and state funding documentation for later rehabilitation. His broader drainage, H&H, stormwater, and flood-related background includes CR 777 H&H Analysis for TxDOT, stormwater work for the City of Fort Worth and City of Corpus Christi, Port of Corpus Christi stormwater quality improvements, Covington Woods Offline Detention Pond Improvements, Greenwood WWTP Flood Mitigation, and flood renovation projects for Texas Parks and Wildlife. Collectively, these assignments demonstrate experience with drainage infrastructure, H&H analysis, stormwater improvements, flood mitigation, GIS-based documentation, agency coordination, and constructible public-infrastructure delivery.

Application of Experience to the Treasure Hills Boulevard Storm Sewer Improvements Project

The above experience is directly applicable to this RFQ because the project combines the same core elements: neighborhood-scale flooding, storm sewer capacity limitations, FEMA/TDEM administration, H&H modeling, BCA documentation, environmental and floodplain review, utility-dense residential corridors, and preparation of final PS&E for later construction. Mr. Vigstol's prior City Engineer role is especially important because it provides owner-side knowledge of Harlingen's drainage records, City review expectations, floodplain administration, field access issues, resident concerns, and the practical constraints that affect construction in active neighborhoods.

For this project, Vigstol Engineering will apply prior lessons from 9th & 13th Street, System 008, and other Harlingen drainage work by placing technical documentation at the center of design. The existing condition model, proposed condition model, BCA assumptions, floodplain documentation, utility decisions, construction cost estimate, and PS&E package must tell the same story. A larger storm sewer layout that cannot be supported by FEMA documentation, does not address utility conflicts, or creates unresolved floodway questions would not serve the City. The proposed approach is therefore structured to identify those risks early and resolve them before final design.

Tab A Summary

A. Project Objectives, Flooding Concerns, Hydraulic Constraints, FEMA Requirements, and Implementation Strategy

Vigstol Engineering understands the Treasure Hills Boulevard Storm Sewer Improvements Project as a FEMA-funded, TDEM-managed flood mitigation design assignment intended to reduce recurring flooding in the Becky Lane, South 25th Street, Treasure Hills Boulevard, and Emerald Lake drainage area. The project objective is to improve the performance of Storm Sewer System 008 by replacing and upsizing undersized storm sewer infrastructure, improving collection and conveyance capacity, evaluating the hydraulic connection between Systems 008 and 018, and routing stormwater more effectively toward Emerald Lake and the downstream Arroyo Colorado receiving system. The flooding concern is not limited to a single pipe segment; it involves low-lying residential streets, historical structure flooding, inlet performance, pipe capacity, hydraulic grade line behavior, downstream tailwater, and the potential for surcharge or surface ponding when the system cannot convey runoff efficiently.

Because the project is federally funded, the implementation strategy must tie the technical design to FEMA/TDEM documentation from the beginning rather than treating grant compliance as a separate task at the end. Vigstol Engineering will develop one consistent design record connecting field investigation, survey, utility coordination, H&H modeling, alternatives analysis, Benefit-Cost Analysis, Executive Order 11988 floodplain compliance, EHP review, SHPO coordination, permitting, cost estimating, and final PS&E development. Particular attention will be given to the downstream Zone AE and regulatory floodway conditions near Emerald Lake and the Arroyo Colorado system, since increasing upstream conveyance may change the rate, timing, or volume of runoff delivered to the receiving system. The preferred outcome is a constructible, FEMA-supportable storm sewer improvement that provides measurable flood-reduction benefits, addresses known neighborhood flooding, avoids unsupported no-rise assumptions, and gives the City a coordinated design package ready for the next phase of implementation.

B. Preliminary Schedule and Key Milestones

The proposed design sequence follows FEMA Hazard Mitigation Assistance logic: data collection and field assessment first, H&H modeling and alternatives analysis second, Benefit-Cost Analysis third, PS&E development fourth, and QA/QC throughout. The baseline schedule assumes orderly review by the City, TDEM, FEMA, SHPO, CCDD No. 3, utility owners, and other applicable agencies. Under a normal design path, with no downstream floodplain rise requiring a CLOMR, Vigstol Engineering anticipates an approximate 12-month design-phase period of performance from notice to proceed through final sealed PS&E documents. This timeline will be refined at kickoff once available City records, existing models, FEMA/TDEM documentation, survey requirements, utility information, and agency coordination needs are confirmed.

Milestone	Week	Deliverable / coordination focus
Kickoff / records request	0-3	Kickoff meeting; confirm City contact; request FEMA/TDEM, Master Drainage Plan, utility, complaint, GIS, record drawing, and bid-tab data.
Data, field, utilities, EHP	1-12	Field assessment; Texas 811/design ticket review; utility base map; early floodplain, wetlands, SHPO, SWPPP, and CCDD No. 3 screening.
H&H model / alternatives	8-42	Existing and proposed EPA-SWMM model; evaluate Systems 008/018 connectivity, tailwater, Emerald Lake receiving conditions, HGL, and flood-reduction alternatives.
BCA / FEMA support	10-48	Damage-frequency inputs, structure/roadway impact data, project cost, useful life, and FEMA BCA Toolkit documentation.
30% / 60% / 90% / final PS&E	12-52	Milestone reviews with City; plans, specifications, estimate, project schedule, permit matrix, QA/QC, and final sealed design documents.

If the H&H analysis indicates that the proposed improvements increase water-surface elevations within the downstream Zone AE or regulatory floodway, the schedule will require an early decision point before final design advances. Vigstol Engineering would first evaluate design refinements to eliminate the rise, including alignment adjustments, pipe-sizing modifications, or other measures acceptable to the City and reviewing agencies. If the rise can be eliminated, the project may remain near the approximate 12-month design schedule, with some additional time for model revisions and agency review. If the rise cannot be eliminated and the City elects to pursue a design requiring a Conditional Letter of Map Revision, the CLOMR process would become a major schedule driver and the overall design and approval timeline should be considered an approximate 24- to 36-month process, depending on model complexity, FEMA review comments, affected property notifications, community coordination, and required revisions. This estimate does not include any post-construction LOMR process, if ultimately required after construction.

C. Utility Coordination, Environmental Coordination, and Permitting Strategy

Utility coordination will begin at the start of design by compiling City maps, GIS/KML data, record drawings, Texas 811 design-ticket information, franchise utility records, and field evidence into one conflict-tracking base map. Environmental and permitting work will also begin early: EHP data, floodplain screening, wetland/surface-water screening, SHPO package materials, TCEQ SWPPP requirements, and CCDD No. 3 coordination will be developed alongside H&H and PS&E. Vigstol Engineering will not assume no-rise in the regulatory floodway; if modeling indicates a rise that cannot be eliminated through redesign, the City may need to consider mitigation, storage/discharge adjustments, or the CLOMR pathway.

D. Modeling Tools, GIS Capabilities, and Technical Software

EPA-SWMM is anticipated as the primary storm sewer modeling platform for Systems 008 and 018. HEC-RAS will be used where receiving-system, Emerald Lake, floodplain, tailwater, open-channel, 2D, or floodway analysis is required. QGIS will support drainage-area delineation, utility integration, FEMA NFHL/FIRM overlays, NWI review, KML/KMZ review, and City/TDEM/FEMA/SHPO exhibits. Civil 3D, Bluebeam, Microsoft Office/Excel/Project, FEMA BCA Toolkit, NOAA rainfall data, FEMA estBFE/USGS resources, and TCEQ/THC/NWI/USACE resources will support design production and documentation.

Tab B

Experience and Professional Qualifications of the Firm and Team

1. Professional Qualifications Narrative

Professional Disciplines Proposed

Discipline / Service	Proposed Responsibility
Civil engineering	Storm sewer alignment, plan/profile design, demolition, pavement restoration, specifications, cost estimates, data collection, field assessments, alternatives analysis, constructability, owner coordination, project scheduling, QA/QC, tabulated bid form, and signed & sealed 100% PS&E.
Drainage engineering	Drainage-area definition, hydrologic analysis, land use & impervious cover estimates, rainfall event review, time of concentration for existing and proposed, inlet and pipe capacity review, hydraulic grade line evaluation, storm sewer sizing, improvements optimization, and outfall constraints.
Hydraulic modeling	EPA-SWMM storm sewer modeling with HEC-RAS support where tailwater, Emerald Lake, floodplain, or floodway review requires supplemental analysis, existing and proposed conditions modeling, pipe and structure capacity analysis, and surcharge and ponding evaluation.
Environmental services	EHP screening, EO 11988 floodplain documentation, SHPO coordination support, SWPPP/TCEQ considerations, location coordinates latitude and longitude for project components, wetland and surface-water screening, photographs, construction impact documentation, and permitting matrix preparation.
GIS	Drainage-area exhibits, utility overlays, FEMA NFHL/FIRM review, NWI and environmental screening, floodplain and floodway mapping, GIS base map development, utility data integration, affected-area mapping, and agency exhibits.
Surveying coordination	Survey scope development, existing feature survey coordination, roadway profile and cross-section data coordination, horizontal and vertical control review, right-of-way and property data coordination, utility locate coordination, and coordination with an RPLS if sealed survey deliverables are required.
Utility coordination	As built / record research, review of City provided maps, SUE level D, AutoCAD utility file generation, Texas 811 design-ticket review and field assessment, utility-owner contacts list, conflict tracking matrix, utility layout, and relocation coordination of existing utilities. Anticipated utility providers include HWWS, Texas One Gas, AEP, AT&T or another telecom.
FEMA compliance services	H&H-based Benefit-Cost Analysis, FEMA BCA Toolkit file preparation, damage-frequency documentation, Hazard Mitigation Assistance documentation, FEMA/TDEM comment response support, scope consistency review, grant schedule support, technical record organization, flood-reduction benefit documentation, cost backup, and design consistency checks.

2. Firm Services, Location, Founding, Resources, Licenses & Certifications

General Statement of Services Offered

Vigstol Professional Services, PLLC, doing business as Vigstol Engineering, is a Texas civil engineering firm founded in 2021 and based in Harlingen, Texas. The firm provides professional engineering services focused on municipal infrastructure, drainage improvements, storm sewer design, hydrologic and hydraulic analysis, utility coordination, flood mitigation, permitting support, construction document preparation, bid-phase assistance, construction-phase support, and grant-related technical documentation. The firm's Harlingen office is located on Lazy Lake Drive, approximately three blocks from the Treasure Hills Boulevard and Becky Lane project area, providing immediate local familiarity with the project corridor, the City's drainage systems, and the surrounding neighborhood conditions.

Vigstol Engineering will provide a principal-led project team for this assignment. Andy Vigstol, P.E., SIT, will serve as Project Manager and primary point of contact. Mr. Vigstol has 26 years of civil infrastructure experience, including prior service as City Engineer for the City of Harlingen. His experience includes storm sewer improvements, drainage planning, FEMA/TDEM Hazard Mitigation Grant Program coordination, H&H modeling support, Benefit-Cost Analysis documentation, utility coordination, PS&E development, cost estimating, and construction-phase administration. This direct owner-side and design-side experience is directly applicable to the Treasure Hills Boulevard Storm Sewer Improvements Project.

The firm's staffing approach is intentionally direct and efficient. Rather than assigning multiple layers of management, Vigstol Engineering will keep the same responsible professional involved in project coordination, field review, technical decisions, design development, FEMA/TDEM documentation support, and QA/QC. This structure provides continuity between the City's project goals,

the H&H analysis, the BCA, environmental and floodplain documentation, utility conflict resolution, cost estimating, and final PS&E documents.

Available technical resources include AutoCAD Civil 3D for plan production, EPA-SWMM for storm sewer hydraulic modeling, HEC-RAS where floodplain or receiving-system analysis is required, QGIS for mapping and exhibit preparation, Bluebeam and Microsoft Office/Excel for review and documentation, and FEMA-related tools including the FEMA BCA Toolkit, NFHL/FIRM resources, NOAA rainfall data, and agency screening resources. These resources are sufficient to support storm sewer design, drainage-area mapping, utility-base mapping, H&H documentation, FEMA/TDEM exhibits, EHP support, and construction document preparation.

Specialty support will be retained as needed and authorized by the City. Surveying, geotechnical engineering, subsurface utility engineering at level C or above, environmental specialty review, or cultural-resource support can be provided through qualified firms if required by the final project scope. Professional surveying services, if required, will be performed under the responsible charge of a Texas Registered Professional Land Surveyor. Geotechnical services will be performed by qualified geotechnical professionals. SUE services will be coordinated in accordance with the level of investigation required by the design risk and utility-conflict conditions.

Vigstol Engineering maintains the applicable professional engineering authority required to perform the civil engineering services proposed for this assignment. The firm is registered to provide engineering services in Texas through the Texas Board of Professional Engineers and Land Surveyors, and Andy Vigstol is licensed as a Professional Engineer in the State of Texas. Mr. Vigstol also holds a Surveyor-in-Training credential.

Current Firm Registration



Texas Board of Professional
Engineers and Land Surveyors

CERTIFICATE OF REGISTRATION

This acknowledges that

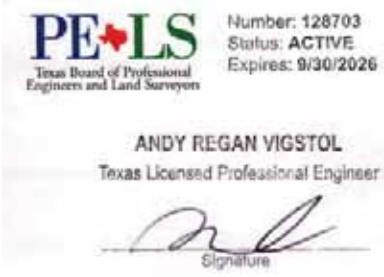
Vigstol Professional Services, PLLC

has fulfilled the requirements of the Texas Board of Professional Engineers and Land Surveyors to offer and perform engineering services in the state of Texas.

Registration Number
F-22874

Expiration Date
9/30/2026

Current PE License



PE LS
Texas Board of Professional Engineers and Land Surveyors

Number: 128703
Status: ACTIVE
Expires: 9/30/2026

ANDY REGAN VIGSTOL
Texas Licensed Professional Engineer

Signature

3. Firm Location

Vigstol Engineering's office is located in Harlingen, Texas, in close proximity to the Treasure Hills Boulevard and Becky Lane project area. This local presence provides practical advantages for field reconnaissance, City coordination, utility review, drainage-system verification, and prompt response to project questions or site conditions. The firm's familiarity with Harlingen's drainage infrastructure, public works procedures, local floodplain considerations, and neighborhood-level constraints will support efficient project delivery and allow design decisions to be informed by both technical analysis and direct knowledge of the project area.

4. Relevant Accomplishments, Recognitions, and Similar Experience

Drainage, FEMA, Flood Mitigation, and Utility Coordination Experience

Vigstol Engineering's qualifications for the Treasure Hills Boulevard Storm Sewer Improvements Project are grounded in direct local experience with drainage design, flood mitigation, FEMA/TDEM grant administration, utility coordination, and public infrastructure delivery within the City of Harlingen. Andy Vigstol, P.E., SIT, brings 26 years of civil infrastructure experience, including prior service as City Engineer for the City of Harlingen. In that role, he was responsible for coordinating drainage improvements, reviewing flood-prone areas, managing public works design efforts, working with utility providers, and advancing grant-funded infrastructure projects through design, funding, permitting, and construction-related phases. This background is directly applicable to the proposed Treasure Hills project because the assignment requires more than storm sewer sizing; it requires technical judgment, familiarity with local drainage systems, FEMA documentation, utility-conflict awareness, and practical understanding of how public drainage projects move from concept to implementation.

One of Mr. Vigstol's most relevant accomplishments is his work on the City of Harlingen's 9th and 13th Street Storm Sewer Drainage Improvements Project, a FEMA/TDEM Hazard Mitigation Grant Program project developed to reduce recurring flooding through storm sewer improvements. The project required coordination of engineering design, H&H documentation, Benefit-Cost Analysis support, cost estimating, project scope refinement, FEMA/TDEM coordination, and grant-management documentation. Mr. Vigstol's involvement included owner-side coordination, technical review, grant documentation support, and advancement of the project through FEMA/TDEM requirements. This experience is directly comparable to the Treasure Hills Boulevard project because both involve urban drainage deficiencies, storm sewer capacity improvements, flood-reduction documentation, FEMA/TDEM oversight, H&H-based decision-making, and preparation of a defensible design record.

Mr. Vigstol also has direct experience with Storm Sewer System 008, the same drainage system associated with the Treasure Hills Boulevard and Becky Lane flooding concerns. While serving as City Engineer, he was involved in the System 008 HMGP Notice of Intent effort and personally evaluated flooding in the Becky Lane, South 25th Street, Treasure Hills Boulevard, and Emerald Lake drainage area. That work included field investigation, resident coordination, review of existing storm sewer limitations, consideration of alternative drainage concepts, and evaluation of the potential hydraulic connection between Storm Sewer Systems 008 and 018. This prior involvement gives Vigstol Engineering a project-specific understanding of the drainage problem, historical flooding, downstream constraints, and neighborhood impacts that would normally take significant time to develop during early design.

Additional relevant flood mitigation and grant experience includes Mr. Vigstol's role in the City of Harlingen HUC-10 Flood Protection Planning Study, a $6.2 million Texas Water Development Board flood-planning effort covering more than 297 square miles. Mr. Vigstol served as grant writer and helped advance the project through a competitive funding process involving technical scope development, agency coordination, funding strategy, and review documentation. A portion of the HUC-10 study information is directly related to System 008 improvements, reinforcing the connection between the proposed Treasure Hills project and Harlingen's broader flood mitigation planning framework.

Vigstol Engineering's utility coordination experience is also directly relevant. The proposed project corridor includes existing drainage, water, sanitary sewer, and franchise utilities within developed residential streets. Mr. Vigstol's prior work with Harlingen public infrastructure provides familiarity with City utility records, Harlingen WaterWorks System coordination, roadway restoration issues, utility crossings, constructability constraints, and the practical limitations of installing larger drainage infrastructure in established streets. This experience supports early identification of conflicts, appropriate use of record information and SUE where needed, coordination with utility owners, and development of construction documents that reflect field conditions rather than relying solely on schematic layouts.

Collectively, these accomplishments demonstrate a strong match to the RFQ. Vigstol Engineering has direct experience with FEMA-funded drainage projects, H&H-supported mitigation documentation, BCA-related technical inputs, local flood mitigation planning, City of Harlingen drainage infrastructure, utility coordination, and PS&E development for public works projects. The firm's experience is not limited to general drainage design; it includes direct involvement with the same drainage system, the same neighborhood flooding concerns, and the same FEMA/TDEM project-delivery environment that will govern the Treasure Hills Boulevard Storm Sewer Improvements Project.

Additional Drainage and Stormwater Background

Additional relevant experience includes CR 777 H&H Analysis for TxDOT, Stormwater Construction Analysis for the City of Fort Worth, IDIQ Major Ditch Improvement work for the City of Corpus Christi, Stormwater Quality Improvements at the Port of Corpus Christi, Cole Park Water Quality Study, Covington Woods Offline Detention Pond Improvements, Greenwood WWTP Flood Mitigation, and flood-related renovation projects for Texas Parks and Wildlife. This broader history supports the required mix of drainage analysis, storm sewer design, utility coordination, environmental awareness, agency documentation, and constructible public infrastructure delivery.

Significant Accomplishments Applicable to Treasure Hills Boulevard

- Former City Engineer for Harlingen with direct familiarity with City drainage records, floodplain administration, capital project procedures, and utility coordination.
- Direct prior involvement in the same System 008/System 018 flood-mitigation concept advanced by the current RFQ.
- Experience leading FEMA/TDEM documentation and coordination for HMGP-funded drainage improvements.

- Grant writing and administration experience for the $6.2 million Harlingen HUC-10 Flood Protection Planning Study.
- Principal-led local office located only a few blocks from the project corridor.

Required Experience Area	Evidence of Experience
Storm sewer design	9th & 13th Street storm sewer drainage improvements; System 008/System 018 alternatives; Harlingen drainage improvements; public-street PS&E; plan/profile, inlets, manholes, pipe sizing, pavement restoration, traffic control, and utility crossings.
FEMA Hazard Mitigation Assistance projects	City-side lead on HMGP DR-4266, FEMA Project No. 014, for 9th & 13th Street Storm Sewer Drainage Improvements; point of contact for DR-4416 System 008 HMGP NOI; post-disaster FEMA documentation experience through DR-4332 Coastal Parks work.
H&H modeling	Experience coordinating H&H studies, drainage studies, stormwater analyses, EPA-SWMM-based master drainage concepts, HEC-HMS/HEC-RAS tools, flood-depth calculations, drainage-area delineation, and hydraulic constraints.
Benefit-Cost Analysis	Experience with FEMA/TDEM drainage projects requiring before-and-after flood-depth documentation, project cost support, useful-life assumptions, eligible-cost tracking, and consistency between H&H results and BCA inputs.
Utility coordination	Former City Engineer experience coordinating City utilities, franchise utilities, record drawings, right-of-way constraints, utility conflicts, relocation assumptions, and constructability decisions in active roadway corridors.
Floodplain permitting / environmental compliance	City Engineer and floodplain-administration experience; EO 11988 awareness; SHPO package support; SWPPP/TCEQ screening; NWI/NFHL/FIRM review; drainage-district coordination; environmental compliance experience from industrial and municipal roles.

5. Technical Capability and Project Delivery Resources

Drainage, FEMA, Flood Mitigation, and Utility Coordination Experience

Vigstol Engineering has the capability to perform the full range of technical services required for the Treasure Hills Boulevard Storm Sewer Improvements Project, including storm sewer design, H&H modeling, FEMA benefit-cost documentation, environmental coordination, and preparation of final construction documents. The firm's approach is built around direct involvement by Andy Vigstol, P.E., SIT, who will serve as Project Manager and responsible engineer. His prior experience as City Engineer for Harlingen provides direct familiarity with the City's drainage infrastructure, public works standards, utility coordination procedures, floodplain review process, and FEMA/TDEM project-delivery requirements.

For storm sewer design, Vigstol Engineering will evaluate existing drainage deficiencies, pipe capacities, inlet performance, hydraulic grade lines, roadway ponding, utility conflicts, and downstream receiving conditions. The design effort will include development of proposed alignments, pipe sizes, structure locations, profiles, inlet improvements, utility crossings, pavement restoration, traffic control considerations, and constructability requirements. The firm's experience with urban drainage projects and public street reconstruction provides the technical basis to prepare a design that is not only hydraulically effective, but also constructible within an active residential and municipal right-of-way environment.

The firm's H&H modeling capability includes development of existing- and proposed-conditions models to evaluate the hydraulic relationship between Storm Sewer Systems 008 and 018, the Becky Lane low area, Treasure Hills Boulevard, Emerald Lake, and downstream receiving conditions. EPA-SWMM is anticipated as the primary tool for storm sewer system modeling, including pipes, junctions, inlets, surcharge, tailwater, and hydraulic grade line evaluation. HEC-RAS may be used where receiving-system, open-channel, floodplain, or regulatory floodway analysis is required. GIS will support drainage-area delineation, mapping, utility integration, floodplain review, environmental screening, and FEMA/TDEM exhibits.

Vigstol Engineering also understands that the project must support FEMA compliance, not merely local design approval. The Benefit-Cost Analysis will be developed from modeled flood-reduction benefits, including before-and-after flood depths, affected structures, event-frequency data, and documented damage-reduction assumptions. Supporting documentation will be organized for non-default BCA inputs, structure-specific data, model correlation, cost inputs, useful life assumptions, and FEMA/TDEM review comments. The goal is to maintain a consistent record between the H&H model, BCA Toolkit file, project scope, cost estimate, and final design documents.

Environmental and historic preservation coordination will be addressed as an integrated part of the design process. Vigstol Engineering will prepare project-component coordinates, final scope narratives, ground-disturbance dimensions, structure-size information, engineering plan exhibits, SHPO coordination materials, EO 11988 floodplain documentation, and local floodplain permit support. Particular attention will be given to Zone AE and regulatory floodway conditions near Treasure Hills Boulevard, Emerald Lake, and the

downstream system. If the final design is within the floodway, the firm will provide the H&H documentation or signed compliance statement needed to address the no-rise requirement.

Final construction documents will be prepared as complete PS&E packages suitable for City review, grant coordination, and later construction implementation. Deliverables will include plan and profile sheets, drainage details, removals, pavement restoration, utility-crossing information, traffic control notes, erosion-control requirements, technical specifications, bid items, quantities, opinions of probable construction cost, permit exhibits, and QA/QC documentation. Vigstol Engineering's capability is strengthened by keeping the same responsible engineer involved from field assessment and modeling through BCA support, environmental coordination, and final sealed construction documents.

6. Resume of Key Individual

Andy Vigstol, P.E., S.I.T.

Project Manager / Engineer of Record / Technical Lead / QA/QC — 26 Years Experience

Vigstol Professional Services, PLLC dba Vigstol Engineering | Civil, drainage, flood mitigation, utilities, PS&E, FEMA/TDEM documentation

Professional Profile: 26 years of civil infrastructure experience in municipal engineering, construction, surveying, drainage, utilities, transportation, and public works. Experience spans contractor, consultant, owner, and municipal-regulatory roles with emphasis on constructability, field conditions, and agency review. Project Relevance: Former City Engineer for Harlingen with experience in drainage coordination, floodplain administration, capital project delivery, FEMA/TDEM drainage projects, H&H/BCA coordination, PS&E, utility conflicts, and System 008/018 concepts.		 Andy Vigstol, P.E., SIT	
Experience: 26 years	Education: B.S. Civil Engineering Texas A&M-Kingsville	Registrations: Texas PE No. 128703 Texas SIT No. 110190	Software / Tools: Civil 3D, EPA-SWMM, HEC-RAS/HEC-HMS, QGIS, Bluebeam, Excel, FEMA BCA Toolkit

Primary Responsibilities for Treasure Hills Boulevard

Project management and City coordination	Storm sewer design and drainage engineering	H&H modeling coordination and review
BCA documentation and FEMA/TDEM technical record support	Environmental, SHPO, and EO 11988 coordination	PS&E, estimates, utility conflict review, QA/QC, and final sealed documents

Representative Experience Relevant to This RFQ

Project / Experience	Role and Relevance
9th & 13th Street Storm Sewer Drainage Improvements - City of Harlingen / TDEM / FEMA HMGP	City Engineer-side lead for FEMA-funded storm sewer mitigation work. Relevant to H&H, BCA support, FEMA/TDEM coordination, grant documentation, PS&E, permits, and flood-reduction documentation.
Storm Sewer System 008 HMGP Notice of Intent - City of Harlingen	City point of contact for prior HMGP concept involving System 008, System 018, Becky Lane, Treasure Hills Boulevard, Emerald Lake, alternatives analysis, resident flood history, storm sewer upsizing, and hydraulic connectivity.
City of Harlingen HUC-10 Flood Protection Planning Study	Grant writer/administrator for a $6.2 million TWDB flood-protection planning effort covering more than 297 square miles. Relevant to drainage planning, funding strategy, agency coordination, and implementation documentation.
Jefferson Street Drainage Improvements - City of Harlingen / FEMA Grant	Relevant City-led drainage and flood-mitigation experience involving public infrastructure, federal funding awareness, drainage improvement concepts, project documentation, and municipal coordination.
Harlingen Street Improvement Program	Engineer of Record, Project Manager, Cost Estimator, QA/QC Reviewer, and Design Team Lead for annual public-street programs. Relevant to pavement restoration, traffic control, residential access, utilities, bidding, and constructability.

Selected Qualifications and Technical Capability

Drainage / Hydraulic Modeling: Storm sewer assessment, drainage-area delineation, pipe/inlet capacity review, HGL evaluation, surcharge, ponding, tailwater, EPA-SWMM modeling, HEC-RAS support, and model-output documentation.	FEMA / BCA / EHP: FEMA/TDEM HMGP experience, H&H-based BCA support, modeled-damages tables, non-default input documentation, EO 11988 floodplain review, SHPO package support, and FEMA EHP exhibits.
PS&E / Public Infrastructure: Civil 3D plan production, plan/profile sheets, quantities, estimates, bid schedules,	Utility / Survey Coordination: Record review, Texas 811 design-ticket information, visible utility evidence, water/sewer

specifications, pavement restoration, traffic control, trench safety notes, and sealed documents.	GIS review, storm sewer data, survey scope coordination, supplemental data requests, and conflict tracking.
Constructability / QA/QC: Review of pipe cover, slopes, crossings, structure callouts, quantities, pay items, FEMA documentation consistency, cost basis, comments, and constructability constraints.	Local Project Knowledge: Prior involvement with Becky Lane flooding concerns, System 008 alternatives, System 008/018 connectivity concepts, Harlingen drainage records, floodplain administration, and City delivery expectations.

Licenses and Certifications

Vigstol Professional Services, PLLC, DBA Vigstol Engineering, is registered with the Texas Board of Professional Engineers and Land Surveyors as TBPELS Firm Registration No. F-22874. Andy Vigstol holds Texas Professional Engineer License No. 128703 and Texas Surveyor-in-Training No. 110190. Current registration and license documentation should be included with the final SOQ package and can be inserted on Page 6 of this tab or provided immediately following Tab B if the City prefers certificates outside the six-page narrative.

Capacity and Commitment

The proposed staffing plan is deliberately limited to the personnel who will actually perform the work. Vigstol Engineering is not proposing a large multi-office team, and the project will not be transferred through layers of internal management. The City will receive direct access to the person responsible for understanding the flood problem, coordinating records, evaluating alternatives, preparing calculations and exhibits, resolving utilities, assembling PS&E, and maintaining consistency among the H&H model, BCA assumptions, FEMA documentation, cost estimate, and final construction documents.

7. Project Team Organization

Organizational Chart

City of Harlingen
Owner / contracting entity / project authority

↓

City of Harlingen Engineering Department
Project direction / technical review / coordination / acceptance

↓

Vigstol Engineering, PLLC
Prime Consultant / TBPELS Firm Registration No. F-22874

↓

Andy Vigstol, P.E., SIT
Project Manager / Engineer of Record / Primary Contact / Technical Lead / QA/QC

↓

Task Responsibilities Under Mr. Vigstol
Civil design | drainage engineering | H&H coordination | GIS | utility coordination | FEMA/BCA documentation | environmental and floodplain coordination | PS&E

↓

Specialty Support if Authorized by City
RPLS survey | geotechnical | SUE | environmental specialty review | cultural-resource support | other supplemental services as needed

Personnel Roster

Name	Title / Role	Work to be Performed
Andy Vigstol, P.E., SIT	Project Manager / Engineer of Record	All primary engineering work; City coordination; H&H/BCA coordination; utility coordination; environmental/floodplain coordination; PS&E; estimates; QA/QC.
Authorized specialty providers	As-needed support	Survey, geotechnical, SUE, or environmental specialty support only if required by final scope and authorized by the City.

Tab C

Firm Capability and Past Experience

1. Firm Capability and Past Experience

Narrative

Vigstol Engineering, PLLC is a Harlingen-based civil engineering firm led by Andy Vigstol, P.E., SIT. The firm provides municipal drainage, storm sewer, roadway, utility coordination, flood mitigation, permitting, cost estimating, bidding, and construction-phase support services. For this RFQ, the firm's value is not only general civil design experience; it is direct familiarity with the City of Harlingen, the Treasure Hills Boulevard and Becky Lane drainage area, Storm Sewer Systems 008 and 018, FEMA/TDEM drainage documentation, and the utility and public-street constraints that will control final design.

The proposed project requires a firm that can move between engineering analysis, FEMA documentation, field judgment, utility conflict resolution, and construction-ready PS&E without losing continuity. Vigstol Engineering will provide that continuity through a principal-led structure. Mr. Vigstol will serve as Project Manager, Engineer of Record, technical lead, cost estimator, and QA/QC reviewer. Specialty services such as survey, geotechnical investigation, or subsurface utility engineering may be obtained from qualified providers as needed, but the core drainage design, coordination, quality control, and City-facing project management will remain under one accountable lead.

Firm Capability Summary

Capability Area	Relevant Experience	Application to Treasure Hills Boulevard
Drainage infrastructure improvements	Storm sewer improvements, inlet and pipe capacity review, hydraulic grade line evaluation, roadway restoration, and drainage-system connectivity.	Evaluate existing and proposed storm sewer capacity, System 008/018 interaction, structure locations, and constructible pipe/box-culvert alternatives.
Flood mitigation / FEMA-funded work	9th & 13th Street Drainage, Jefferson Street Drainage, System 008 HMGP NOI, FEMA/TDEM documentation, H&H and BCA support.	Prepare a defensible technical record supporting FEMA/TDEM review, BCA consistency, eligible scope, and project advancement.
H&H studies and modeling	EPA-SWMM drainage modeling, HEC-HMS/HEC-RAS familiarity, floodplain administration, drainage planning, and large-area flood protection study coordination.	Establish existing conditions, model alternatives, assess tailwater and surcharge, and document before-and-after flood-reduction benefits.
Utility coordination	Public-street projects involving water, sanitary sewer, drainage, franchise utilities, traffic control, pavement restoration, and residential access.	Identify conflicts early, coordinate record data, track likely crossings, and resolve constraints before final PS&E.
Cost control and constructability	Engineer of Record, Project Manager, cost estimator, QA/QC reviewer, and design lead for multiple City street improvement program years.	Use recent bid history, practical sequencing, contractor-aware details, and itemized estimates to control scope and reduce change-order risk.

Organization, Staffing, and Capacity

Vigstol Engineering's organizational structure is intentionally direct and principal-led. The City will coordinate with Mr. Vigstol as the single point of accountability for scope, schedule, technical approach, agency coordination, and final deliverables. This structure limits communication drift, keeps technical assumptions tied directly to design decisions, and allows rapid response when field conditions, utility records, FEMA/TDEM comments, or City direction require adjustment. For a project involving drainage modeling, flood mitigation, utility conflicts, and FEMA-funded compliance, direct access to the Engineer of Record provides continuity from early investigation through final PS&E.

For the Treasure Hills Boulevard assignment, **Vigstol Engineering affirms that the firm and proposed team have the staffing capacity and technical capability to complete the project within the required schedule**. The project will be treated as a primary principal-led assignment, not as a task delegated through multiple production layers. Mr. Vigstol will remain directly involved in field review, City coordination, H&H review, BCA support, design decisions, 30/60/90/final PS&E development, quality control, and comment resolution. This approach allows the City to receive senior-level attention throughout the project instead of only at major milestones.

Vigstol Engineering will manage workload to preserve the capacity required for this assignment. The firm's current operating model is well suited for focused municipal drainage work requiring regular coordination, technical judgment, and timely document production. Internal work planning will prioritize critical-path activities, including data collection, utility coordination, H&H modeling, alternatives review, environmental and floodplain screening, cost estimating, and FEMA/TDEM support. Where schedule-sensitive decisions arise, the firm's structure allows those decisions to be elevated and resolved quickly without waiting for separate internal review layers.

The firm's office location also improves delivery. Being located on Lazy Lake Drive places Vigstol Engineering within walking distance of Treasure Hills Boulevard and Becky Lane. Field checks, storm sewer structure verification, utility observations, resident access concerns, and City coordination can therefore occur without treating site review as a separate mobilization event. That proximity is valuable on a drainage project where minor differences in gutter elevations, inlet locations, driveway grades, utility crossings, and downstream tailwater assumptions can affect the preferred design. Local familiarity with the project area also supports more efficient review of existing drainage patterns and practical constructability constraints.

Specialty services will be managed only where needed and only to the extent they add value to the design record. Survey, geotechnical exploration, and subsurface utility engineering can be incorporated when available records, field observations, or the project risk profile justify additional

investigation. Vigstol Engineering will define those needs early, coordinate the scope of specialty support, review the resulting information, and incorporate the findings into the design documents. Responsibility for final engineering judgment, coordination with the City, and delivery of the final work product will remain with Vigstol Engineering as the Engineer of Record.

Similar Project Experience

The following projects reflect relevant experience performed by Andy Vigstol, PE, through prior professional roles. These projects demonstrate competence in drainage infrastructure improvements, flood mitigation, FEMA/TDEM or grant-funded project delivery, H&H study coordination, utility coordination, cost estimating, quality control, and public-street construction constraints.

Project	Role / Owner	Similar Scope	Relevance to RFQ
9th & 13th Street Storm Sewer Drainage Improvements	City Engineer-side lead; City of Harlingen / TDEM / FEMA HMGP DR-4266	FEMA-funded storm sewer mitigation, H&H, BCA support, survey/geotechnical/permitting coordination, bid/award support, grant documentation, and TDEM GMS reporting.	Most directly comparable drainage mitigation experience. Demonstrates ability to connect storm sewer design, flood-reduction documentation, cost control, environmental awareness, and FEMA/TDEM administration.
Storm Sewer System 008 HMGP Notice of Intent	City point of contact; City of Harlingen	Concept-level flood mitigation for System 008, System 018, Becky Lane, 25th Street, Treasure Hills Boulevard, Emerald Lake, resident flood history, and alternatives analysis.	Directly overlaps the present RFQ corridor and drainage concept. Demonstrates prior understanding of local flood problems, system connectivity, and preferred mitigation path.
City of Harlingen HUC-10 Flood Protection Planning Study	Grant writer / administrator; City of Harlingen / TWDB	$6.2 million flood protection planning effort covering more than 297 square miles with technical scope development, agency coordination, funding documentation, and drainage planning alignment.	Shows ability to integrate large-scale flood planning, funding strategy, agency requirements, and implementation-focused drainage analysis.
Jefferson Street Drainage Improvements	City of Harlingen / FEMA Grant	City-led drainage improvement project involving federally funded flood-mitigation awareness, stormwater infrastructure, project documentation, and public infrastructure coordination.	Confirms FEMA/drainage experience in Harlingen beyond a single project and supports familiarity with City drainage priorities, review expectations, and local delivery conditions.
Luce Bayou Interbasin Transfer Project	Engineer V / Coastal Water Authority & City of Houston	Hydraulic infrastructure, design coordination, permitting/agency coordination, constructability review, and public infrastructure delivery support.	Pipeline infrastructure, open-channel canal improvements, downstream receiving-system considerations, environmental permitting, utility coordination, and public infrastructure delivery.

Project-Specific Lessons Applied

The common thread across these projects is disciplined public-infrastructure delivery. The proposed Treasure Hills Boulevard improvements will not succeed through pipe sizing alone. The design must document existing flood mechanisms, confirm hydraulic limits, coordinate with FEMA/TDEM and City review requirements, resolve utility constraints, restore pavement and residential access, and produce a construction package that contractors can bid and build with limited ambiguity.

Vigstol Engineering will apply prior lessons by treating the H&H model, BCA assumptions, PS&E, cost estimate, utility exhibits, environmental/floodplain documentation, and final construction scope as one coordinated record. Design alternatives will be screened not only for hydraulic benefit, but also for utility conflict risk, downstream effect, constructability, pavement restoration, traffic control, access impacts, and schedule impact. This approach helps avoid a common project failure: advancing a hydraulically acceptable concept that later proves difficult, costly, or disruptive to construct.

Mr. Vigstol also brings a significant contractor-side background, with more than 17 years of experience working with construction means, field sequencing, utility conflicts, pavement restoration, drainage installation, and cost impacts. That experience will be applied during plan development, not only after bidding. The intent is to identify constructability issues early, reduce unclear bid items, improve sequencing assumptions, and minimize conditions that commonly lead to costly change orders.

For Treasure Hills Boulevard and Becky Lane, this experience is especially important because the project will be constructed in an active public-street and residential environment. The plans must account for existing driveways, local access, traffic control in a school zone, buried utilities, drainage tie-ins, storm sewer connections, pavement replacement limits, and contractor staging. A practical design package will help protect the City's budget, reduce avoidable field conflicts, keep citizen complaints to a minimum, and keep the project moving within the required schedule.

The same discipline will be applied to quality control and cost control. Vigstol Engineering will review the design for consistency between model assumptions, plan sheets, quantities, specifications, cost estimates, and agency submittals. This review will help ensure that the project delivered to the City is not only technically sound, but also buildable, understandable to bidders, defensible for FEMA/TDEM review, and structured to stay on time and on budget.

Additional Similar Public Infrastructure Experience

The City of Harlingen Street Improvement Program experience is included as multiple project-year entries because each year involved distinct delivery responsibilities, schedules, quantities, roadway sections, public access issues, utility constraints, cost estimating, bidding, and construction coordination. These projects are directly relevant to this RFQ because the proposed storm sewer improvements will be constructed within active City streets and will require reliable pavement restoration, traffic control, residential access, utility coordination, bid documents, quantities, and construction-phase judgment.

Project	Role / Owner	Similar Scope	Relevance to RFQ
2019 Street Improvement Program Project	City of Harlingen; construction-phase responsibility	Construction support for City street improvements, including field conditions, public access, contractor coordination, pavement restoration, and municipal project controls.	Relevant to field decision-making, construction constraints, public-street work, and maintaining continuity between plans, quantities, and contractor execution.
2020 Street Improvement Program Project	Engineer of Record / PM / cost estimator / QA/QC; City of Harlingen	Planning, design, bid, and construction delivery for annual City street improvement work with roadway sections, utilities, access needs, traffic control, cost estimates, and PS&E.	Relevant to final plans, specifications, bidding, constructability, cost control, and coordination in active neighborhoods.
2021 Street Improvement Program Project	Engineer of Record / PM / cost estimator / QA/QC; City of Harlingen	Planning, design, bid, and construction delivery, including Commerce Street redesign from Markowski Street to Business 77 and other City street segments.	Relevant to public-street restoration, constructible details, traffic-control planning, utility conflicts, and consistent City-facing delivery.
Coastal Parks Post-Harvey Pier Inspection	Project Engineer / data acquisition team; Nueces County / FEMA DR-4332 context	Post-disaster engineering inspection, GIS/mobile data collection, real-time damage documentation, federal/state funding support, and rehabilitation documentation.	Relevant to FEMA-reviewable documentation, organized field records, GIS-based exhibits, defensible technical assumptions, and clear funding-support files.
CR 777 H&H Analysis	H&H-related assignment; TxDOT context	Hydrologic and hydraulic analysis for roadway-related drainage conditions and public infrastructure constraints.	Relevant to drainage modeling judgment, roadway-drainage interaction, agency coordination, and evaluation of stormwater impacts.

Staffing Capacity and Technical Capability Affirmation

Vigstol Engineering affirms that the firm and proposed team have the staffing capacity, local availability, technical experience, software capability, and project-management structure required to complete the Treasure Hills Boulevard Storm Sewer Improvements Project within the required schedule. The firm's local office on Lazy Lake Drive is within immediate proximity to the project corridor, allowing efficient field review, City coordination, utility verification, and response to design issues.

The firm's technical capability includes Civil 3D plan production, EPA-SWMM storm sewer modeling support, HEC-HMS/HEC-RAS familiarity, QGIS/GIS exhibit preparation, FEMA BCA documentation support, Bluebeam review workflows, cost estimating, bid-document preparation, and construction-phase support. The project schedule will be supported through early record collection, utility screening, H&H model development, clear decision points, and coordinated FEMA/TDEM documentation.

Schedule risk will be managed through early identification of downstream tailwater constraints, potential floodplain or floodway impacts, utility conflicts, right-of-way limitations, specialty survey or SUE needs, and City/FEMA/TDEM review comments. Where a decision is needed, Vigstol Engineering will present the City with the technical issue, practical alternatives, cost/schedule implications, and recommended path forward.

FEMA, H&H, and BCA Documentation Discipline

The FEMA-funded character of this project makes documentation as important as design. H&H assumptions must be traceable, model results must support the benefit calculation, cost estimates must match the proposed scope, and environmental or floodplain issues must be identified before final design is too far advanced. Vigstol Engineering's FEMA/TDEM and TWDB experience provides a practical understanding of how engineering decisions, grant documentation, and implementation schedules interact.

For this RFQ, the firm will maintain a clear technical record showing existing conditions, proposed alternatives, hydraulic reasoning, selected design basis, known utility conflicts, opinion of probable construction cost, anticipated permitting or floodplain constraints, and unresolved decision points. The intent is to provide the City with a design file that can be reviewed, defended, updated, and carried into construction without recreating the project history.

Utility Coordination and Constructability

The project corridor will require design in a utility-dense public right-of-way. Vigstol Engineering's experience with City street programs, drainage projects, waterline coordination, sanitary sewer review, franchise utilities, and pavement restoration provides the practical background needed to identify conflicts early. The utility process will begin with City GIS, HWWS water and sewer information, available record drawings, franchise utility records, Texas 811 design tickets, field evidence, and survey data. Apparent conflicts will be tracked through each milestone so the 30% design identifies major risks, the 60% design resolves practical alignments and crossings, and the 90% design finalizes coordination notes and construction constraints.

Constructability review will focus on pipe/box-culvert geometry, structure footprints, trench safety, existing driveway and residential access, pavement repair limits, traffic control, utility clearances, staging, bypass needs, discharge/tailwater constraints, and contractor interpretation of the bid schedule. This reduces the likelihood that unresolved field issues become change orders after award.

Cost and Schedule Lessons from Public-Street Delivery

The Street Improvement Program work is especially relevant because drainage construction in an existing street does not end at the storm sewer trench. The final project will require pavement limits, driveway tie-ins, traffic control, temporary access, excavation safety, utility coordination, restoration quantities, contractor sequencing, and clear bid items. Experience preparing and managing annual City street programs improves the ability to identify those secondary scope items early instead of allowing them to surface during bidding or construction.

Vigstol Engineering will use milestone estimates to compare the scope against available budget direction and will flag major cost drivers such as large drainage structures, conflict manholes, pavement restoration limits, utility relocations, dewatering, erosion control, traffic control, and specialty construction sequencing. This approach gives the City decision points before final design rather than after the project is already packaged for bid.

Quality Management, Cost Control, and Schedule Control

Quality control will be managed by the same professional responsible for the design. Mr. Vigstol will perform milestone reviews for completeness, internal consistency, constructability, cost reasonableness, and alignment with the H&H/BCA record. Reviews will confirm that plan/profile sheets, drainage calculations, structure schedules, utility notes, quantities, specifications, opinion of probable construction cost, environmental/floodplain notes, and comment responses agree with one another before each City submittal.

Control Item	Procedure	Result
Technical QC	Check drainage areas, model assumptions, HGL, surcharge, tailwater, proposed pipe/structure sizes, tie-ins, and flood-reduction documentation.	H&H conclusions remain consistent with design drawings and FEMA/TDEM documentation.
PS&E QC	Review plan sheets, profiles, notes, specifications, bid items, quantities, details, traffic control, trench safety, SWPPP notes, and restoration limits.	Construction documents are complete, coordinated, and bid-ready.
Cost control	Compare bid quantities to plans, use recent City bid history where available, apply TxDOT/local pricing benchmarks, and flag high-risk items early.	Opinion of probable construction cost remains traceable and realistic.
Schedule control	Maintain action logs, milestone comment matrices, utility status, permit/floodplain status, and decision points for FEMA/TDEM or CLOMR-related risks.	Open issues are identified before they control the final design schedule.

Reference Form

REFERENCE FORM

The following information shall be required to accompany all bid submittals.

1. Local company's business name and business information.

Company name: Vigstol Engineering
Address: 2802 Lazy Lake Dr., Harlingen, Texas 78550
Contact Person: Andy Vigstol, P.E., S.I.T
Office Phone #: (956) 212-2743 Mobile #: (956) 212-2743
Email Address: avigstol@yahoo.com

2. Your Corporate Company's name and business information.

Corporate name: Vigstol Professional Services, PLLC
Address: 2802 Lazy Lake Dr., Harlingen, Texas 78550
Office Phone #: (956) 212-2743 Mobile #: (956) 212-2743
Email Address: avigstol@yahoo.com

3. Does your company participate in Cooperative Contract Pricing? YES / (NO) (select below)

___ BuyBoard (TASB) ___ H-GAC ___ Choice Partners ___ GSA ___ ASC
___ OMNIA Partners ___ TXMAS ___ Sourcewell ___ TIPS ___ TCI
___ TXSmartBuy ___ TXDIR ___ Other: _____

CO-OP Contract #: _____ Effective Dates: _____ to _____

4. A minimum of 3 references (local preferred).

	Company Name	Contact Name	Phone	Email
1.	Green, Rubiano, & Associates	Rolando R. Rubiano, P.E.	(956) 428-4461	gra@graengineering.com
2.	Texas Dept. of Transportation	Andres Espinoza, P.E.	(956) 399-5102	andres.espinoza@txdot.gov
3.	Harlingen Waterworks System	Gabriel Trevino, P.E.	(956) 430-6110	getrevino@hwws.com

5. Municipal projects (local preferred):

	Municipality Name	Project Name	Amount	Completion Date
1.	City of Harlingen	9th and 13th Street Drainage Improvements	$2,858,886	2021
	Contact Name, Phone, Email:	City of Harlingen Engineeering Dept., (956) 216-5284, rhernandez@harlingentx.gov		
2.	City of Harlingen	Storm Sewer System 008 HMGP Notice of Intent	$563,291	Current RFQ
	Contact Name, Phone, Email:	City of Harlingen Engineeering Dept., (956) 216-5284, rhernandez@harlingentx.gov		
3.	City of Harlingen	Harlingen HUC-10 Flood Protection Planning Study	$6,237,000	Ongoing
	Contact Name, Phone, Email:	City of Harlingen Engineeering Dept., (956) 216-5284, rhernandez@harlingentx.gov		
4.	City of Harlingen/TxDOT/FHWA	Loop 499 Sidewalks	$454,142	2022
	Contact Name, Phone, Email:	City of Harlingen Engineeering Dept., (956) 216-5284, rhernandez@harlingentx.gov		
5.	City of Harlingen	2020 Street Improvement Program Project	$1,478,464	2021
	Contact Name, Phone, Email:	City of Harlingen Engineeering Dept., (956) 216-5284, rhernandez@harlingentx.gov		

Business Data Certification

BUSINESS DATA CERTIFICATION

Name of Firm: Vigstol Engineering

Address: 2802 Lazy Lake Dr., Harlingen, Texas 78550

Number of Years in contracting business under present name: 5

Type of work performed by your firm: Civil Engineering & Consulting

Have you ever failed to complete any work awarded to you? (Y/N) N

Have you ever defaulted on a contract? (Y/N) N

He/She certifies that:

(a) The legal name and the business address of the undersigned are:

Vigstol Professional Services, PLLC

2802 Lazy Lake Dr., Harlingen, Texas 78550

(b) The undersigned is : **(Circle One)**

A Single Proprietorship A Corporation organized in the State of _____

A Partnership Other Organization PLLC

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
Andy Vigstol, P.E., S.I.T.	Manging Member	2802 Lazy Lake Dr.

(d) The name and addresses of all other persons having a substantial interest in the undersigned, and the nature of the interest are:

NAME	ADDRESS	NATURE OF INTEREST
None		

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are:

NAME	ADDRESS	TRADE CLASSIFICATION
None		

Tab D

Familiarity with Applicable Rules and Regulations

1. Familiarity with Applicable Regulations and Requirements

Narrative Statement

Vigstol Engineering is familiar with the federal, state, and local regulatory framework applicable to the Treasure Hills Boulevard Storm Sewer Improvements Project, including FEMA Hazard Mitigation Assistance requirements, FEMA Region 6 documentation expectations, TDEM grant-administration coordination, Environmental and Historic Preservation review, Executive Order 11988 floodplain management requirements, SHPO coordination, local floodplain permitting, applicable City of Harlingen standards, and TxDOT specifications and standards where public roadway or right-of-way conditions require their use. The firm understands that this project must be advanced as both an engineering design assignment and a grant-compliant public infrastructure project, with technical decisions documented in a manner that supports City review, FEMA/TDEM review, environmental clearance, cost eligibility, and eventual construction.

The project will require early attention to floodplain, hydraulic, environmental, utility, and procurement constraints. Vigstol Engineering will approach the work with an understanding that H&H modeling, BCA documentation, environmental screening, floodplain review, SHPO coordination, cost estimating, plans, specifications, and bid documents must remain internally consistent. The firm also understands that professional engineering services for a Texas public entity must be procured and delivered in a manner consistent with Texas Government Code Chapter 2254, Subchapter A. This includes a qualifications-based professional services framework and a project record that supports fair evaluation, responsible delivery, and clear separation between technical scope development and fee negotiation.

The RFQ identifies the project as FEMA/TDEM Project Number DR4485-0246 and describes a scope that includes engineering studies, final BCA, permitting, design, H&H modeling, EHP documentation, and final construction plans, specifications, and estimates for Storm Sewer Systems 008 and 018. Vigstol Engineering will approach these requirements as one coordinated compliance record so that the H&H model, BCA inputs, environmental documentation, floodplain review, cost estimate, specifications, and plan sheets remain consistent from initial data collection through final submittal.

Mr. Vigstol's prior work as City Engineer for Harlingen included FEMA/TDEM drainage mitigation coordination, storm sewer improvement review, grant documentation, H&H and BCA coordination, drainage-system alternatives, utility coordination, and City-side review of public infrastructure delivery. That background is directly applicable to this RFQ because the regulatory burden will be carried by the quality and consistency of the technical record, not by general statements of familiarity.

Federal, State, and Local Compliance Framework

The project will be managed with awareness of the applicable hierarchy of requirements. At the federal level, the work must remain consistent with FEMA Hazard Mitigation Assistance policy, environmental and historic preservation review, debarment and suspension requirements, federal procurement requirements, and floodplain management requirements applicable to federally funded actions. At the state level, the work must be consistent with TDEM grant expectations, Texas Government Code Chapter 2254, Subchapter A for professional services procurement, Texas Engineering Practice Act requirements, and applicable state permitting or environmental review requirements. At the local level, the project must comply with the City of Harlingen Master Drainage Plan, floodplain ordinance, development criteria, utility requirements, pavement restoration standards, traffic control expectations, and construction-document requirements.

Vigstol Engineering understands that these requirements must be addressed as an integrated project record rather than as separate compliance items. H&H modeling assumptions, BCA inputs, environmental and historic preservation documentation, floodplain findings, utility coordination, cost estimates, specifications, and construction plans must be consistent with one another. This is especially important for a FEMA/TDEM-supported drainage project because eligibility, environmental clearance, floodplain compliance, and construction readiness depend on a clear and defensible record from early alternatives analysis through final PS&E.

The firm also understands that regulatory requirements may affect the design path and schedule. Potential downstream impacts, floodplain or floodway considerations, environmental findings, utility conflicts, right-of-way constraints, and agency review comments will be identified early so that the City can make informed decisions before the project advances too far into final design. Where requirements overlap or appear to conflict, Vigstol Engineering will document the issue, identify the controlling requirement, coordinate with the appropriate reviewing agency, and recommend a practical path forward.

The firm also understands the RFQ instruction that no fee proposal is to be included with the SOQ. Any future fee negotiation should occur only after selection and in accordance with the applicable professional services procurement process. This is important because the same compliance discipline required for federal funding also applies to the procurement record.

FEMA/TDEM Hazard Mitigation Assistance Documentation

Vigstol Engineering is familiar with the documentation discipline required for FEMA/TDEM Hazard Mitigation Assistance projects. For this assignment, the H&H study must support the proposed drainage improvements, analyze upstream and downstream effects, demonstrate resulting post-project water-surface elevations, and provide floodwater elevations for each recurrence interval used in the BCA. The BCA must be based on modeled benefits and supported by clear backup for non-default inputs, including structure-level data when modeled damages are used.

The project record should include native model files, model inputs and outputs, GIS files, terrain and water-surface elevation exhibits, node/station mapping, tables, charts, maps, and a signed and sealed H&H report. Vigstol Engineering will maintain consistency between modeled conditions, BCA assumptions, cost estimate, scope narrative, construction limits, and EHP documentation. This

approach reduces the risk of FEMA/TDEM comments caused by mismatched quantities, unsupported BCA values, inconsistent structure information, or design assumptions that cannot be traced back to the H&H model.

Floodplain Compliance and Executive Order 11988

Vigstol Engineering understands that Executive Order 11988 and FEMA's floodplain management regulations under 44 CFR Part 9 are central to this project. The RFQ notes that a section of the proposed improvements appears to be located within a regulatory floodway in Zone AE and specifically requires documentation of compliance with the no-rise requirement if the final design is within the floodway. The design must therefore evaluate whether the proposed work affects flood levels, floodplain storage, downstream water-surface elevations, tailwater conditions, or the receiving system near Emerald Lake and the downstream outfall.

The firm will coordinate floodplain issues early with the City Engineer in the City's role as Floodplain Administrator. The design process will use FEMA FIRM/NFHL information, City records, survey information, H&H results, and downstream receiving-condition assumptions to determine whether a no-rise statement, floodplain development permit, compensatory-storage review, design refinement, or additional FEMA coordination is required. The project will not assume floodplain compliance by default; compliance will be supported by model results, sealed documentation, and a clear decision record.

Executive Order 11988 also requires that federally funded actions avoid or minimize adverse impacts within floodplains where practicable. For this project, that means the preferred design should not be evaluated only by whether it moves stormwater more quickly out of Becky Lane or Treasure Hills Boulevard. The design must also consider whether the improvements transfer risk downstream, alter floodplain function, affect adjacent properties, or create permitting complications that could delay FEMA/TDEM approval. Vigstol Engineering will use the H&H analysis and alternatives review to document those considerations and help the City select a design that is technically effective, permit-ready, and defensible for federal funding review.

Environmental, Historic Preservation, and SHPO Coordination

The project will also require early environmental and historic preservation screening. Vigstol Engineering understands that FEMA EHP review commonly requires project coordinates, a detailed narrative scope, dimensions of ground disturbance, plan exhibits, structure sizes, staging limits, and documentation of potential effects. The RFQ specifically requires consultation with the State Historic Preservation Office and submission to FEMA EHP of the SHPO response and the package provided to SHPO.

For this project, SHPO coordination should be tied to the actual limits of work, not a generic project description. The submittal record should identify pipe and structure locations, trench depths, pavement restoration limits, disturbed areas, outfall or receiving-system work if applicable, and any staging or access areas. Vigstol Engineering will also screen for other environmental considerations that may affect final delivery, including Clean Water Act/USACE considerations, wetlands or drainage features, TCEQ stormwater construction requirements, erosion and sedimentation control, and any local drainage district or utility-owner coordination triggered by the final alignment.

Rules and Requirements Familiarity Matrix

Requirement	Familiarity	Application to Treasure Hills
Executive Order 11988 / 44 CFR Part 9	Federally funded actions affecting floodplains must avoid, minimize, or document impacts and comply with FEMA floodplain procedures.	Evaluate floodplain/floodway effects, tailwater, WSEL changes, alternatives, no-rise needs, and local permit requirements.
FEMA Region 6/TDEM HMA documentation	H&H, BCA, EHP, scope, schedule, cost, model, and backup documentation must be internally consistent and reviewable.	Create a traceable design record linking modeled benefits, BCA inputs, cost estimate, plan limits, and final scope.
SHPO / Section 106 coordination	Federally assisted undertakings must consider effects to historic properties through the SHPO process.	Prepare accurate limits, coordinates, ground disturbance dimensions, plans, and scope narrative for SHPO/FEMA EHP review.
City floodplain ordinance and permitting (Chapter 105, code of ordinances)	Development in special flood hazard areas requires review by the City Floodplain Administrator and supporting documentation.	Coordinate early with the City Engineer, provide sealed H&H support, and document permit or no-rise requirements.
TxDOT specifications and standards	RFQ requires a specification table referencing applicable TxDOT specifications where used.	Prepare specifications, bid items, traffic control, erosion-control notes, and pavement restoration references suited to City review.
Texas Government Code Chapter 2254, Subchapter A (Professional Services Procurement Act)	Professional engineering services are procured based on demonstrated competence and qualifications, with price negotiation occurring after selection.	Maintain a qualifications-based SOQ; exclude fee information; support City negotiations after selection only.

2. Certification Regarding Debarment and Suspension

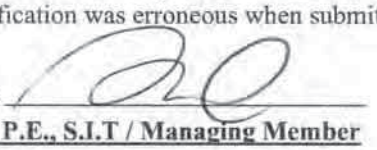
General Statement

Vigstol Engineering certifies that the firm is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from participation in covered federal transactions. Although a specific Certification Regarding Debarment and Suspension Form was not included in the RFQ package, if the City requires completion of a specific certification form, Vigstol Engineering will promptly execute and provide the required form upon receipt.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

The undersigned certifies, to the best of its knowledge and belief, that Vigstol Professional Services, PLLC dba Vigstol Engineering, and its principals, are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from participation in covered transactions by any federal department or agency.

The undersigned further certifies that it will provide immediate written notice to the City if, at any time before or during the contract period, it learns that this certification was erroneous when submitted or has become erroneous due to changed circumstances.

Authorized Representative: 

Name / Title: Andy Vigstol, P.E., S.I.T / Managing Member

Firm: Vigstol Professional Services, PLLC dba Vigstol Engineering / PELS F-22874

Date: July 10, 2026

3. Insurance and Claims Information

Insurance Summary

Vigstol Engineering will include current insurance information with the final submittal and will provide a Certificate of Insurance if required by the City. The following table is structured for completion from the active insurance certificate:

Claims Item	Coverage Amounts
Commercial General Liability	$1,000,000 Each Occurrence $2,000,000 General Aggregate $2,000,000 Products-Completed Operations $1,000,000 Personal & Advertising Injury $50,000 Fire Damage $5,000 Medical Expenses
Commercial Automobile Liability	$500,000 Each Accident Limit
Worker's Compensation Employers Liability	$500,000 Each Accident $500,000 Disease, Policy Limit $500,000 Disease, Each Employee
Professional Services (E&O)	$1,000,000 Each Claim Limit $2,000,000 Aggregate Limit

Claims Summary

Vigstol Engineering reports no insurance claims against the firm within the past five (5) years. This includes no known claims under the firm's general liability, automobile liability, workers' compensation, or professional liability coverage during that period.

The firm maintains insurance coverage appropriate for professional engineering services and public infrastructure assignments. Current insurance certificates can be provided with the SOQ or upon request by the City, and coverage limits will be confirmed against the active certificate of insurance at the time of submittal.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

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

By law this questionnaire must be filed with the records administrator of the local government entity no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, local Government Code. An offensive under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

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

None

2 ☐ **Check this box if you are filling an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

None

Name of Officer

This section, (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☒ N/A No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ N/A No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or Coordinator, or holds an ownership of 10 percent or more?

☐ Yes ☒ N/A No

D. Describe each employment or business relationship with the local government officer named in this section..

4

Bid #2

Statement of Qualifications for RFQ# 2026-11 Professional Engineering Services for The City of Harlingen Treasure Hills Boulevard Storm Sewer Improvements (SYS#8008 & SYS#018) Hazard Mitigation Grant Program FEMA/TDEM Project Number DR4485-0246

AMBIOTEC GROUP



July 14, 2026

Ambiotec Civil Engineering Group • 5420 Paredes Line Road, Brownsville Texas 78526 • Phone: 956.548.9333 Fax: 956.548.9399

Ambiotec Environmental Consultants, Inc. • 1101 East Harrison Avenue, Harlingen, Texas 78550 • Phone: 956.423.7807 Fax: 956.423.7905

www.ambiotec.com

Letter of Interest

AMBIOTEC
ENGINEERING
GROUP

City of Harlingen
404 S. 54th Street
Harlingen, Texas 78550

Re: PROFESSIONAL ENGINEERING SERVICES FOR THE CITY OF HARLINGEN TREASURE HILLS BLVD STORM SEWER IMPROVEMENTS (SYS#008 & SYS#018) RFQ NO. 2026-11

To The City of Harlingen:

Ambiotec Civil Engineering Group, Inc. is pleased to present our qualifications to the City of Harlingen for professional engineering services for the Treasure Hills Boulevard Storm Sewer Improvements Project. We understand that the project includes the replacement and connection of Storm Sewer Systems 008 and 018, hydrologic and hydraulic analysis, FEMA Benefit-Cost Analysis, environmental and historic-preservation coordination, floodplain compliance, utility coordination, and preparation of final construction plans, specifications, and estimates.

Our team offers the City several important advantages.

Extensive experience in the required scope of work. Ambiotec's civil and environmental engineering professionals have a combined total of more than 125 years of experience performing planning, surveying, drainage design, utility coordination, permitting, environmental review, construction-document preparation, and project management services for municipal infrastructure projects throughout South Texas. Our experience includes storm sewer systems, reinforced concrete pipe, inlets, manholes, flood mitigation, H&H studies, roadway restoration, and federally funded projects.

More than 30 years of delivering projects on time and within budget. Ambiotec maintains a local staff of civil and environmental engineers, Professional Engineers, Engineers-in-Training, Registered Professional Land Surveyors, CAD designers, drafters, technicians, and environmental professionals. This team provides the technical capacity and local availability necessary to complete the required services within the City's accelerated six-month schedule.

A full-service, locally based team. Ambiotec can perform the primary engineering, environmental, surveying coordination, design, drafting, cost-estimating, and permitting tasks using local staff. This allows us to respond quickly, maintain direct control over quality and scheduling, and coordinate efficiently with the City, utility owners, FEMA/TDEM, the local floodplain administrator, and other reviewing agencies. We are committed to assigning additional staff, overtime, or weekend hours when necessary to maintain the project schedule.

Direct involvement by company principals. Ambiotec's principals and senior professionals will remain actively involved throughout the project. The Project Manager will serve as the City's primary point of contact and will be directly responsible for technical coordination, schedule management, quality control, and completion of all project deliverables.

A proven project approach. Ambiotec's project-management and QA/QC procedures have been successfully applied to municipal drainage, roadway, utility, environmental, and federally funded infrastructure projects throughout the Rio Grande Valley. Our approach emphasizes early identification of utility and floodplain constraints, coordination between the hydraulic model and final design, complete FEMA-supporting documentation, and preparation of practical, constructable, and bid-ready improvements.

Ambiotec has completed more than 500 civil and environmental studies and projects, including numerous assignments in Harlingen, Cameron County, and surrounding communities. Our team has the experience, staffing, and technical resources necessary to identify and resolve project challenges promptly while providing the City with responsive service and high-quality deliverables.

We appreciate this opportunity to submit our qualifications to The City of Harlingen. We look foward at the opportunity to work with you. We are committed to providing the highest quality of Engineering services possible and are committed to assigning the highest priority level to the City. Please feel free to visit our website for more information at: www.ambiotec.com.

Respectfully submitted,

PE R.P.L.S.

Vicente Mendez, P.E., R.P.L.S
Principal
Ambiotec Civil Engineering Group, Inc.
(956) 548-9333

Contents

Table of Contents

Cover Letter

1.0 Approach to Scope of Work.....pg.4

2.0 Experience and Professional Qualifications of the Firm and Team.....pg. 9

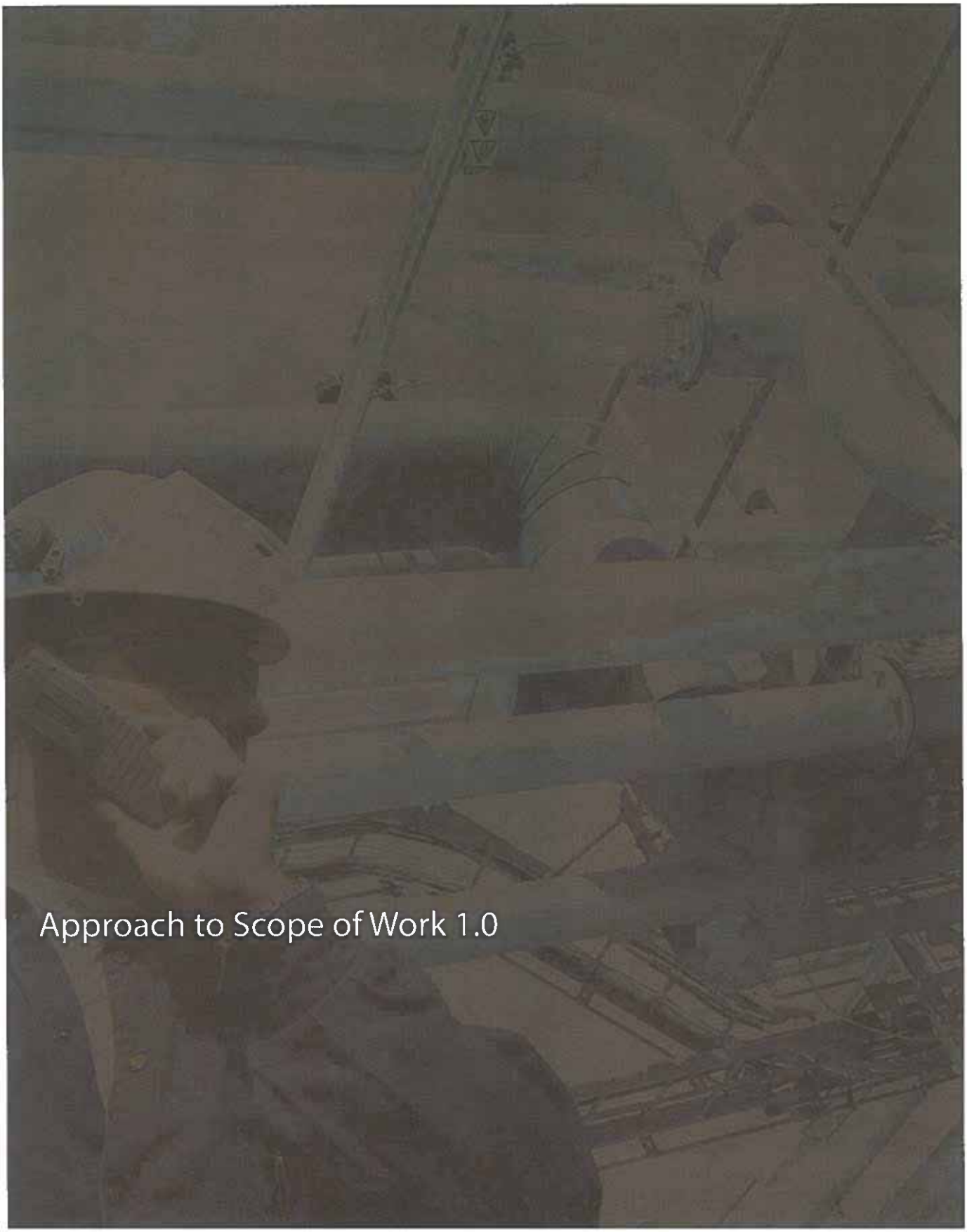
3.0 Firm Capability and Past Experience.....pg. 16

4.0 Familarity with Applicable Rules and Regulations.....pg. 24

Appendix A
- Certificates of Insurance
- COI Form



1 Section One



Approach to Scope of Work 1.0

Project Understanding 1.1

Ambiotec Civil Engineering Group, Inc. understands that the City of Harlingen is seeking a qualified engineering firm to complete the design and technical documentation necessary for improvements to Treasure Hills Boulevard Storm Sewer Systems 008 and 018. The project is intended to reduce recurring flooding by replacing inadequate storm sewer infrastructure with larger reinforced concrete pipe and hydraulically connecting the two existing drainage systems.

The proposed improvements are expected to include approximately 2,360 linear feet of reinforced concrete pipe, nine manholes, ten storm drain inlets, and associated roadway, utility, erosion-control, and traffic-control improvements. The project will require field assessment, utility coordination, hydrologic and hydraulic analysis, preparation of construction plans, specifications and estimates, FEMA Benefit-Cost Analysis, environmental and historic-preservation coordination, floodplain compliance, permitting support, and final quality-control reviews.

Ambiotec recognizes that this is more than a storm sewer replacement project. The final design must demonstrate that the proposed connection between Systems 008 and 018 provides measurable flood-reduction benefits without creating adverse upstream or downstream impacts. Because a portion of the project may be located within the regulatory floodway, the design must also demonstrate compliance with Executive Order 11988 and applicable no-rise requirements.

Ambiotec's experience with municipal drainage systems, storm sewer design, utility improvements, roadway reconstruction, flood-control infrastructure, permitting, surveying, and construction-document preparation provides the City with a local and experienced team capable of producing a practical, constructable, and funding-ready project.

Proposed Project Approach 1.2

Ambiotec will begin with a kickoff meeting, review of available drainage studies, utility records, FEMA maps, surveys, and City standards, followed by field verification of existing drainage and roadway conditions.

The firm will coordinate survey and utility information to prepare an accurate existing-conditions base map. Known utility conflicts will be identified early, and the proposed storm sewer alignment and elevations will be adjusted where practical to reduce relocations and construction delays.

Ambiotec will prepare a signed and sealed H&H Study evaluating existing and proposed conditions for the required 1% and 0.5% Annual Exceedance Probability storm events. The model will evaluate pipe capacity, flood depths, water-surface elevations, inlet performance, flow rates, velocities, and upstream and downstream impacts. Results will guide final pipe sizing, inlet placement, and hydraulic connectivity.

Using the approved hydraulic results, Ambiotec will prepare plan and profile sheets, drainage details, erosion-control plans, traffic-control plans, quantities, specifications, bid items, and an engineer's opinion of probable construction cost.

Ambiotec will also prepare the FEMA Benefit-Cost Analysis Toolkit file and supporting documentation. Model results will be correlated with affected structures and infrastructure to clearly support the calculated flood-reduction benefits.

Environmental and floodplain coordination will begin early and will include FEMA Environmental and Historic Preservation requirements, SHPO coordination, local floodplain permitting, Executive Order 11988 compliance, and no-rise documentation if required.

Proposed Project Approach 1.2

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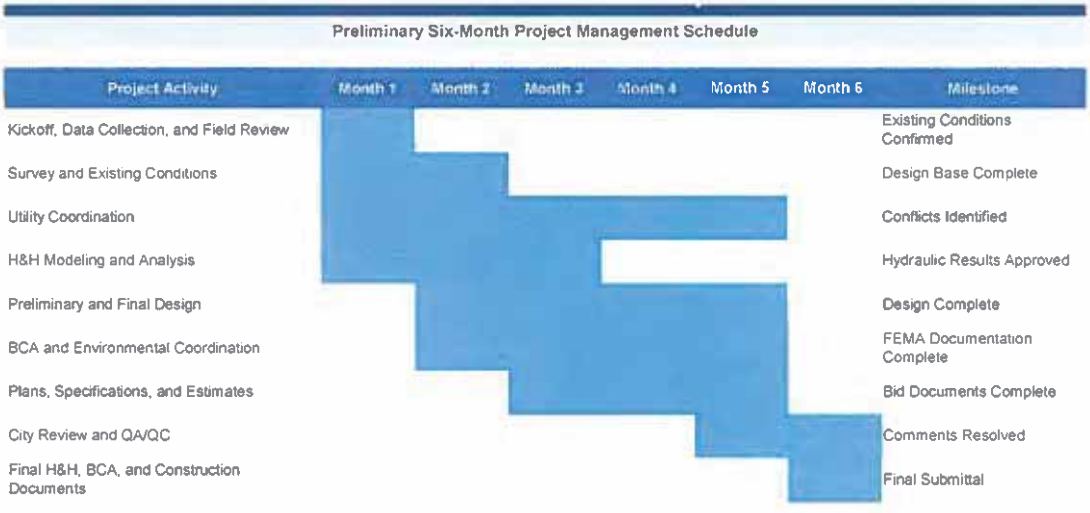
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Environmental and floodplain coordination will begin early and will include FEMA Environmental and Historic Preservation requirements, SHPO coordination, local floodplain permitting, Executive Order 11988 compliance, and no-rise documentation if required.

Project Management and Schedule

Ambiotec will assign a Project Manager to coordinate the design team, maintain communication with the City, track comments, manage the schedule, and confirm that all deliverables meet City and FEMA requirements.

Ambiotec is prepared to complete the project within six months or less from Notice to Proceed. Data collection, survey, utility coordination, modeling, environmental review, design, and BCA preparation will overlap where practical to maintain the accelerated schedule.



Technical Resources and QA/QC

Ambiotec will use AutoCAD, Civil 3D, GIS software, accepted H&H modeling software, and the FEMA Benefit-Cost Analysis Toolkit. Final software selection will be based on City data compatibility and FEMA requirements.

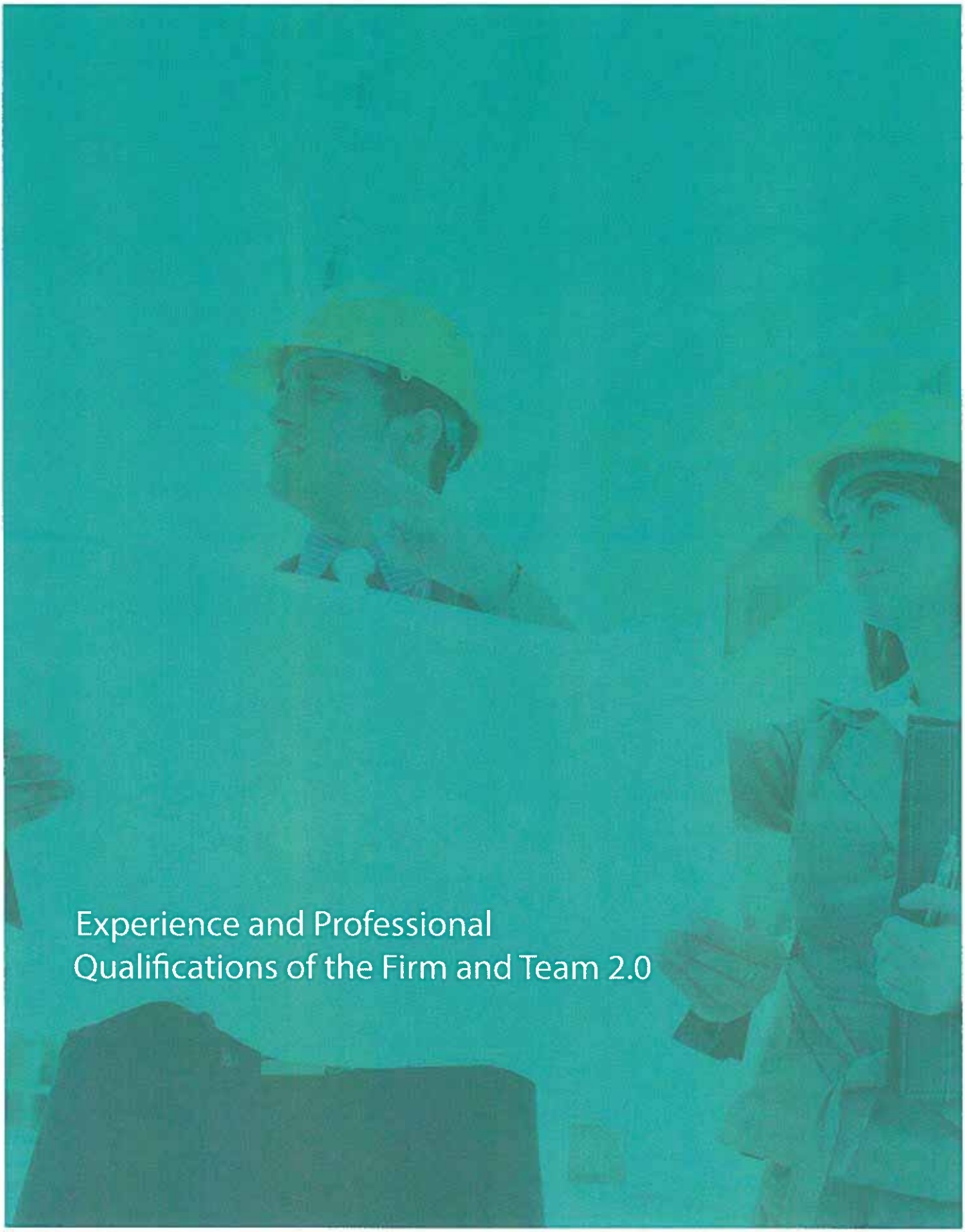
Quality reviews will verify consistency between the survey, hydraulic model, plans, quantities, specifications, cost estimate, and BCA. Each major deliverable will be reviewed before submission to ensure the project is complete, coordinated, constructable, and compliant.

Relevant Experience

Ambiotec has more than 30 years of experience providing municipal civil and environmental engineering services throughout South Texas. The firm's experience includes storm sewer and drainage improvements, roadway reconstruction, reinforced concrete pipe systems, detention facilities, utility coordination, surveying, permitting, cost estimating, and preparation of bid-ready construction documents.

Ambiotec's local experience provides a strong understanding of the Rio Grande Valley's flat terrain, limited drainage slopes, flood-prone conditions, utility congestion, and construction challenges.

2 Section Two



Experience and Professional Qualifications of the Firm and Team 2.0

irm Overview

2.1

Established in 1986, Ambiotec Engineering Group is one of the largest, locally owned engineering firms in the Rio Grande Valley. Ambiotec provides full-service, in-house civil engineering, environmental engineering, planning and surveying services throughout the region. Our corporate headquarters are located in Brownsville, Texas, with an additional office in Harlingen.

Ambiotec is celebrating 30 years of partnering with communities, municipalities, and industries offering client-focused services and solutions that help develop the foundation for sustainable communities.

Ambiotec is a one-stop engineering and planning source and we provide clients with targeted resources and capabilities that addresses all infrastructure, planning, project management, engineering and construction management needs including:

- Site Design Work , Surveying, Topography, and General Civil Engineering Services for Cities, Municipalities, Private Developers and Other Facilities
- Permitting, Planning, Design and Construction Services for Water/Wastewater Improvements;
- Infrastructure Improvement Grant Applications, Management and Inspections
- Topographic, Boundary, and ALTA Improvement Surveys;
- Water, Wastewater, Storm Water and Solid Waste Permit Applications and Regulatory Compliance Support;
- Planning, Design and Construction Services for Street and Drainage Improvements;
- Planning, Design and Construction Services for Residential and Commercial Subdivisions;
- Comprehensive / Strategic Planning and Community Development;
- Facility Planning for Colonia Assistance Programs and Grant Application Assistance;
- Project Management and Inspections;
- NEPA Environmental Assessments and Regulatory Compliance Support; and
- Hazardous Waste Investigation and Remedial Design.

Our professional staff includes nearly 30 experienced civil and environmental engineers, land surveyors, CAD designers/draftsmen, environmental scientists, hydrologists, GIS analysts, geologists and technicians. Ambiotec project staff has extensive experience with community and commercial projects up and down the U.S.-Texas Border and throughout South Texas.

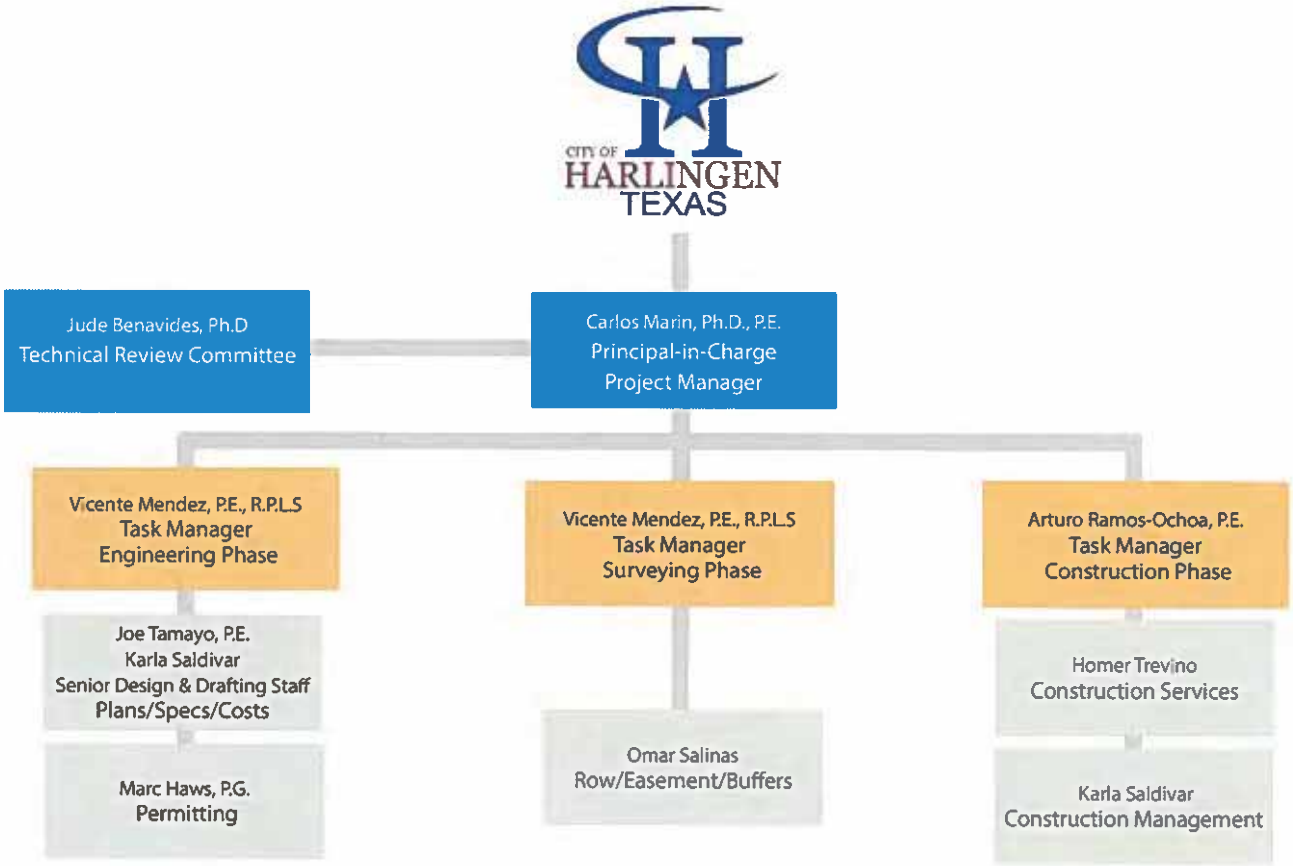
Ambiotec uses a Design Quality Management Plan (DQMP) that describes how the accuracy and completeness of the plans, specifications and other related design documents are controlled. The DQMP is intended to ensure that all investigations, reports, calculations, plans and specifications are prepared in accordance with accepted design and engineering practices.

Ambiotec engineering, drafting and surveying equipment resources are state-of-the-art and meet the changing and growing demand of client project needs. What separates us from our competition are the core values that we work by, our dedicated and experienced people, and the unique communities that we proudly serve each and every day.

eam Structure 2.2

Ambiotec's project team approach provides our clients with access to the most qualified team members with the highest civil/environmental engineering, earth science and management skills while maintaining a high degree of responsiveness through a single-point of contact.

Vicente Mendez, P.E., R.P.L.S, will serve as the single-point of contact as the Project Manager. The Project Manager is responsible for communicating project needs and timelines with the client and delegating responsibility for the execution of the tasks to each task manager, insuring the timely completion of the tasks, and that project deliverables are consistent with the highest engineering principles and practices. Task managers are responsible for the execution of their assigned tasks and for delegating subtasks assignments to staff personnel. The Technical Review Committee (TRC) is chaired by the principal-in-charge, Carlos Marin, Ph.D., P.E. All final and intermediate project deliverables, and task assignments are scheduled using Microsoft Project software to facilitate tracking of task assignments and budgets, and compliance with progress milestones and deadlines. The TRC also is responsible for reviewing all final and intermediate project deliverables for QA/QC purposes. The TRC forwards comments and revisions to the project manager and associated task managers for response, and tracks their progress.



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Vicente Mendez, P.E., R.P.L.S.
(Principal & Project Manager)

Mr. Mendez has over thirty years of progressive experience in the design of residential, and industrial subdivisions; and is a Registered Professional Engineer (License No. 76858) and a Registered Professional Land Surveyor (License No. 5301). He received his B.S. in Civil Engineering from the University of Texas at Austin. He has been responsible for numerous infrastructure projects including parking lot improvements, street, water/wastewater, and stormwater improvements projects. Project activities include property research, design calculations for field surveys, and final design of residential and industrial subdivision developments. The design phase consisted of the preparation of construction drawings, design calculations, preparation of contract documents and specifications, and coordination with various agencies to secure the necessary permits and approval of the construction plans and specifications. Mr. Mendez assists clients in selecting a contractor, supervises construction including materials and soils testing, reviews the contractor's invoices and performs final inspection for the client's acceptance, as well as the governing entities involved. Civil engineering activities include the design of potable water distribution systems, sanitary sewer collection systems, paving and drainage systems for land development projects or public entities.

Carlos M. Marin, Ph.D., P.E.
(Principal-In-Charge, Technical Review Commitee)

Dr. Marin has over thirty years of consulting experience in helping both private and public sector clients identify cost-effective strategies for infrastructure management and development. He received his B.S. and M.S. in Environmental Engineering from Rice University and his Ph.D. in Environmental Engineering from Harvard University. Dr. Marin was on the faculty of Duke University's Schools of Engineering and Environmental Studies and is a Registered Professional Engineer in Texas (License No. 77473). He has experience working with all levels of governmental entities including local municipalities in Texas, State of Texas and the U.S. Federal Government. He is the author of numerous publications and invited presentations, was the U.S. representative to the water quality committee of the International Association of Hydrologic Sciences, and was appointed by the Governor of Texas to the TCEQ's Petroleum Storage Tank Advisory Committee. As Principal-In-Charge, Dr. Marin has been responsible for numerous infrastructure planning, management and engineering projects throughout the U.S. and Latin America including projects for the World Bank, the governments of Venezuela, Mexico, Cyprus and Portugal.

Jude Benavides, Ph.D.
(Technical Review Committee)

Dr. Benavides has over fifteen years of experience in the environmental engineering consulting field. He received his B.S. in Civil Engineering (with a concentration in environmental engineering) from the University of Notre Dame. He received both his M.S. and Ph.D. in Environmental Science and Engineering from Rice University. His project experience includes surface and groundwater hydrologic modeling, flood damage reduction modeling, flood mitigation system design, groundwater site investigation and remediation, long-term water management strategy design and implementation, and the development of conjunctive surface/subsurface water use strategies for watersheds around the U.S. Gulf Coast states. He is also currently involved with system-level environmental monitoring of the nation's largest wetland restoration project, the Bahia Grande Wetland Restoration in South Texas.

Joseph Tamayo, P.E
(Task Manager - Engineering & Construction Services)

Mr. Tamayo has over thirty years of experience as a civil engineering consultant with clients in both private and public sectors, specializing in residential land development, and upgrade or rehabilitation of municipal infrastructure. In connection with such activities, he has extensive experience in dealing with local and state regulatory agencies and in preparing plans, specs and engineering reports. Mr. Tamayo received his B.S. in Civil Engineering from the University of Notre Dame in South Bend, Indiana in May of 1981, and is a Registered Professional Engineer in the State of Texas (License No. 60638).

Marc Haws, P.G.
(Task Manager - Environmental Services)

Mr. Haws received his B.S. in Geology from the University of Texas at Austin in 1986 and has over thirty years of environmental consulting and regulatory experience. He initiated his environmental experience by working for the Texas Natural Resource Conservation Commission (formerly the Texas Water Commission) in the Rio Grande Valley office in Weslaco, Texas. As an environmental quality specialist for the State's Petroleum Storage Tank program, his principle regulatory duties included performing tank removal, installation and upgrade inspections as well as overseeing investigations and remediations at numerous leaking petroleum storage tank (LPST) sites. Other regulatory responsibilities included performing hazardous waste (RCRA) inspections at industrial facilities, inspecting municipal and industrial wastewater facilities, monitoring the water quality of the Rio Grande and Gulf of Mexico, responding to hazardous chemical spills, and performing complaint investigations. As AEC's Senior Geologist, Mr. Haws has been the project manager for numerous LPST investigation, risk assessment and remediation projects. In addition, he has extensive experience in performing Phase I/II/III Environmental Site Assessments, regulatory permitting, hazardous waste management, environmental risk assessments, wetlands delineations, municipal wastewater pretreatment, landfill methane remediation projects, landfill groundwater monitoring, and industrial storm water permitting. Mr. Haws is a registered professional geologist

Karla Saldivar
(Senior Architect/Design Manager)

Ms. Saldivar is the Senior Designer at Ambiotec after joining the company in 2013 to provide administrative support and document control for one of the first Design-Build projects in the State of Texas. She now oversees our drafting department and is responsible for coordinating the development of plans and specifications for a variety of projects. She has a degree in Architectural Engineering from Universidad Autonoma de Nuevo Leon (2012) and is skilled in AutoCAD/Civil 3D software applications. She routinely performs drafting and 3D modeling services and works closely with project contractors to ensure timely and reliable project deliverables. She is also competent in StormCAD, Adobe Creative Design Software (primarily Photoshop, Illustrator, and InDesign), 3Ds Max, Sketchup, and MS Office.

Prior to her work with Ambiotec she spent time with Servicios Externos Facultad de Arquitectura UANL working on the design of the Sabinas Hidalgo Hospital Project and other municipal hospital and educational facilities projects. She also worked with Garden Inmobiliaria performing architectural design work, completing construction drawings and specifications for private developments.

Arturo Ramos, M.S, P.E
(Project Engineer)

Mr. Ramos has over five years of experience in civil engineering design, grant application assistance, and preparation of facility plans for utility improvement projects. He received both his B.S and M.S. from the University of Texas Rio Grande Valley in Civil Engineering. His project experience includes water and wastewater facility planning and design, civil site design, construction management and construction inspection. His work expertise includes planning and engineering design for street/transportation systems, storm drainage systems, water distribution systems, wastewater pumping systems, and the development of contract documents and technical specifications. Further areas of expertise involve cost estimation, quantity computation, report preparation, grant applications and the proficient use of Civil 3D/AutoCad. His contributions in the field of civil engineering have demonstrated an exceptional role in the development of land and utility infrastructure.

Omar Salinas
(Survey Crew Chief and Drafting Support ROW/Easements/Buffers)

Mr. Salinas has over thirty years of experience in construction management, surveying, and drafting for a variety of civil engineering projects. He has extensive experience serving as a crew chief for both boundary and topographic surveys as well as construction staking and has completed them for a variety of different types of projects including utility improvements, roadways, and new developments. He also has extensive experience as both a draftsmen and a field inspector for construction projects.

Labor Resources

Ambiotec's project management strategy is based on the principles of flexibility and monitoring to accommodate unforeseen changes in labor resources. Before starting a project, the project scope is broken down into tasks, deliverables, milestones and resource assignments using Microsoft Project software. The proposed scope and schedule is reviewed with the client to insure concurrence on all critical project budgets, staffing and scheduling items. Weekly meetings are held on Mondays and Fridays of each week with key personnel to evaluate project progress reports, and update project staffing/equipment priorities as the need arises. If unforeseen changes are encountered, we have the flexibility of either relocating existing staff priorities, calling on the additional resources of our sister companies, or allocating overtime. There is sufficient overlap among our sister companies from cross training to afford us the flexibility to respond to unforeseen circumstances so that workflow priorities are not interrupted.

Design Quality Management Plan

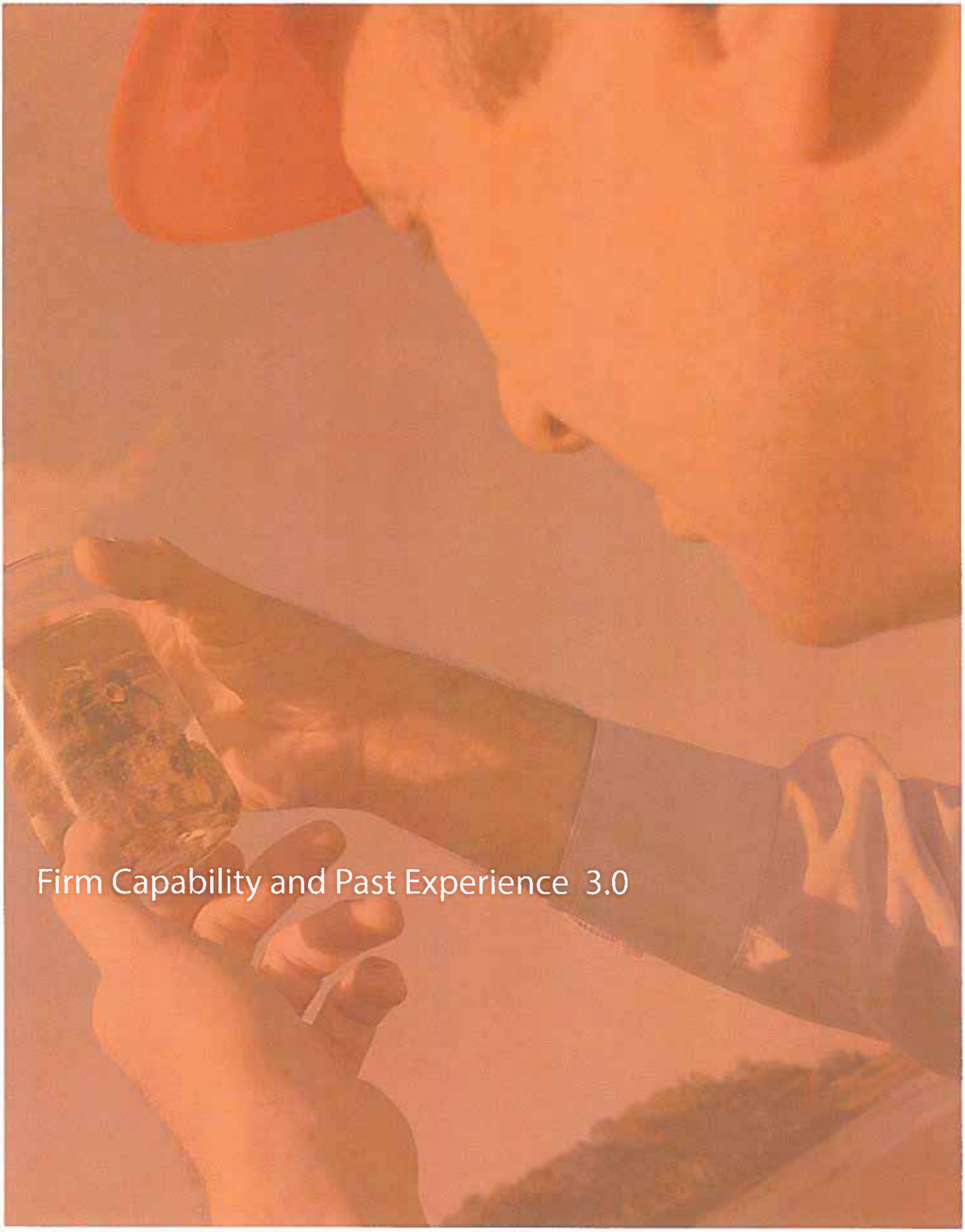
Ambiotec uses a design quality management plan (DQMP) that describes how the accuracy and completeness of the plans, specifications, and other related design documents are controlled. The DQMP is intended to ensure that all investigations, reports, calculations, plans, and specifications are prepared in accordance with accepted design and engineering practices.

Technical reviews of all designs are performed at the 30%, 65%, 90% and 100% completion stages. These reviews are completed by the technical review committee and Ambiotec employees who have not been directly involved in the design. The Owner is also provided with copies of review sets for their comments. After each review is held, checklists are prepared for each review comment. A resolution of each comment is determined and direction provided to either accept or change the design. Quality Assurance reviews are also conducted at each design review milestone. These reviews are made to ensure conformance to standards developed for the project as well as to assure that technical reviews have been completed. A final QA review of the 100% plans package is also made before submitting the plans to the Owner for bidding.

Equipment Resources

Ambiotec's engineering, drafting and surveying equipment resources are more than adequate to meet the project needs. Our equipment inventory includes three fully equipped GTS/6000 Topcon Total Stations with 1 second degree of accuracy; two ATG2 Topcon auto levels and one rotating laser level; three fully equipped surveying trucks; two HP plotters capable of producing color prints up to 36"x 48" in size; ten dedicated drafting workstations with associated drafting software; cellular phones for each survey field crew and professional staff; and email/fax equipment capabilities. Additional GPS equipment is also available to our staff personnel who have extensive experience in GPS applications. Ambiotec's computer software resources include Civil 3D 2022, AutoDesk Survey 2022, AutoDesk Land Desktop 2022, AutoDesk AutoCAD 2018, Bentley MicroStation V8i, ArcGIS 9.3 with 3D Analyst and Spatial Analyst extensions, Adobe Creative Suite CS4, WaterCAD, PondPack, StormCAD, FlowMaster, CulvertMaster, HEC-HMS, HEC-RAS and Microsoft Office 2010 Professional Edition.

3 Section Three



Firm Capability and Past Experience 3.0

imilar Project Experience and References 3.1

Ambiotec has extensive experience performing a variety of civil and environmental consulting tasks to meet diverse project/ client needs. A list of projects that are representative of Ambiotec's most recent experience is presented in the following pages. Additional project experience and references may be provided upon request.

IBWC Levee Relocation Scoping and Feasibility Study
City of Brownsville, TX

City of Brownsville
Doroteo Garcia, P.E.
Assistant City Manager
(956) 548-6007

Project: Relocation of the International Boundary and Water Commission (IBWC) Levee to the City of Brownsville Levee – Amigoland Area
Estimated Construction Cost: Approximately $19.4 Million

Ambiotec Civil Engineering Group, Inc. was retained by the City of Brownsville to prepare a comprehensive Scoping and Feasibility Study evaluating the relocation of the International Boundary and Water Commission (IBWC) flood protection levee to the alignment of the existing City of Brownsville levee in the Amigoland area. The study assessed engineering feasibility, regulatory requirements, project benefits, construction costs, and economic justification to support future design, permitting, and funding efforts.

The evaluation included the development and comparison of multiple alignment alternatives, culminating in the recommendation of Option 3c, which consists of upgrading approximately 15,500 linear feet (2.9 miles) of the existing City levee to meet federal flood protection standards while decommissioning the redundant outer federal levee segment. The recommended alternative improves flood protection, streamlines long-term maintenance responsibilities, and supports more efficient land use while maintaining compliance with applicable federal requirements.

As part of the study, Ambiotec prepared planning-level construction cost estimates, performed a benefit-cost analysis, evaluated project economics from both the City and regional taxing-jurisdiction perspectives, and identified the technical and regulatory actions necessary to advance the project. Recommendations included development of a calibrated two-dimensional HEC-RAS hydraulic model, geotechnical investigations, coordination with the IBWC, and identification of federal and state funding opportunities to support project implementation.

Scope of Services:
- Scoping and feasibility analysis
- Alternatives evaluation and conceptual engineering
- Hydraulic and flood risk assessment
- Regulatory and permitting evaluation
- Planning-level construction cost estimating
- Benefit-cost analysis
- Funding strategy and implementation planning
- Coordination with federal and local agencies

This project demonstrates Ambiotec's expertise in flood control infrastructure, hydraulic engineering, federal coordination, economic analysis, and strategic planning for large-scale public infrastructure projects.

imilar Project Experience and References

3.1

HEC-RAS Hydraulic Modeling of the Rio Grande
City of Brownsville, TX

City of Brownsville
Doroteo Garcia, P.E.
Assistant City Manager
(956) 548-6007

Ambiotec Civil Engineering Group, Inc. completed a comprehensive hydraulic modeling study of approximately 21 miles of the Rio Grande through the City of Brownsville, Texas, to support floodplain management, development planning, and regulatory coordination with the United States International Boundary and Water Commission (USIBWC). The project involved the development of a georeferenced one-dimensional (1D) HEC-RAS hydraulic model to evaluate existing conditions and assess the hydraulic impacts of current and future development scenarios within the Rio Grande floodplain.

The project included the collection and integration of high-resolution LiDAR topographic data, detailed field surveys consisting of 46 river cross-sections, land use classification, bridge hydraulic analyses, and floodplain characterization. Ambiotec developed a hydraulic model containing 264 cross-sections—substantially improving upon the previous USIBWC model—to accurately represent river geometry, flood conveyance, and overbank flow conditions. The model incorporated current land use, updated channel bathymetry, hydraulic structures, and design flow conditions established under IBWC Minute No. 238.

Using the calibrated model, Ambiotec evaluated existing conditions as well as multiple development scenarios, including interim and full-buildout conditions for major proposed developments adjacent to the Rio Grande. Hydraulic analyses quantified changes in water surface elevations, flow velocities, and flow deflection to demonstrate compliance with USIBWC hydraulic impact criteria while supporting the City's development review process and future permitting decisions.

This project required advanced expertise in HEC-RAS hydraulic modeling, GIS and LiDAR data processing, hydraulic structure analysis, floodplain engineering, topographic surveying, and regulatory coordination. The completed study provides the City of Brownsville with a robust hydraulic modeling tool for evaluating future development, supporting flood risk management, and facilitating long-term planning within the Rio Grande corridor.

Drainage Study for West Side Downtown Drainage System
Pharr, Texas

Omar Anzaldua, Jr., P.E., CFM, PMP
(956) 402-4221

Ambiotec performed two separate drainage studies for the City of Pharr. The first study was conducted in the vicinity of Jackson Rd. / US 83 / Business 83. The project included a detailed hydrologic and hydraulic analysis of the study area including a delineation of drainage areas, stage/discharge information and an analysis of both existing and proposed future conditions. The scope of work includes the preparation of a schematic storm sewer design and an evaluation of the impact on receiving outfall channels and proposed channel improvements as necessary.

milar Project Experience and References

Tradition Estates Drainage Feasibility Study
City of Brownsville, TX.

City of Brownsville
Carlos Lastra, P.E.
City Engineer
(956) 547-6812

Ambiotec Group conducted a comprehensive drainage feasibility study for the Tradition Estates Subdivision, a developed residential neighborhood encompassing approximately 35 acres that has experienced recurring flooding and localized stormwater ponding during significant rainfall events. The purpose of the study was to evaluate existing drainage conditions, identify hydraulic deficiencies, and develop feasible drainage improvement alternatives to mitigate flooding while maximizing the use of existing and planned regional drainage infrastructure.

The project included extensive data collection and field investigations, review of existing subdivision plans and publicly available mapping resources, LiDAR-based topographic analysis, watershed delineation, and evaluation of existing storm drainage infrastructure. Hydrologic and hydraulic analyses were performed using NOAA Atlas 14 rainfall data and City of Brownsville drainage design criteria to assess the performance of the existing storm sewer system under multiple design storm events. Particular emphasis was placed on evaluating downstream tailwater effects from Resaca Los Marranos and their influence on the subdivision's drainage performance.

Based on the findings, Ambiotec Group developed and evaluated four conceptual drainage improvement alternatives that included storm sewer system enhancements, diversion of runoff to existing and proposed regional drainage systems, construction of a new open-channel conveyance system, and the addition of a secondary storm sewer outlet to improve system redundancy and resilience. Each alternative was analyzed to determine its effectiveness in reducing localized flooding, improving stormwater conveyance, and optimizing the use of available downstream drainage capacity.

The study also included downstream impact evaluations, conceptual drainage layouts, hydrologic and hydraulic calculations, storm sewer profile development, and recommendations for phased implementation. The final feasibility report provided the City with technically sound, cost-effective drainage improvement strategies that significantly reduce flood risk while recognizing the hydraulic limitations imposed by downstream tailwater conditions and regional topography.

City of Raymondville Storm Drainage Improvements and Pavement Repairs
Raymondville, TX.

City of Raymondville
Joel Soto
Public Works Director
(956) 689-2443 ext. 1411

The project, funded by CDBG funds, replaced 4,700 LF of storm drainage pipe, inlets, storm sewer manholes, junction boxes, relocate utilities, and included pavement repairs, and all associated appurtenances on various streets in Raymondville, TX.18mbiotec performed surveying, preliminary engineering, preparation of plans and specifications, bidding assistance, and construction inspection service.

Staffing Capacity and Successful Project Delivery 3.3

Ambiotec has the staffing, technical resources, and local availability necessary to complete the Treasure Hills Boulevard Storm Sewer Improvements within the City's required six-month schedule. Our team includes experienced engineers, surveyors, environmental professionals, designers, drafters, inspectors, and support staff who can work concurrently on drainage design, H&H modeling, utility coordination, environmental review, permitting, cost estimating, and preparation of final construction documents.

Ambiotec has successfully delivered similar municipal infrastructure projects for public clients throughout South Texas, and references are available from agencies familiar with our performance, responsiveness, and quality of work. Many of these projects advanced from planning and design into funding approval, permitting, bidding, construction, and final completion, demonstrating our ability to provide practical, coordinated, and implementation-ready solutions.

BUSINESS DATA CERTIFICATION

Name of Firm: Ambiotec Civil Engineering Group, Inc.

Address: 5420 Paredes Line Rd, Brownsville Tx, 78526

Number of Years in contracting business under present name: 40

Type of work performed by your firm: Civil Engineering

Have you ever failed to complete any work awarded to you? (Y/N) NO

Have you ever defaulted on a contract? (Y/N) No

He/She certifies that:

(a) The legal name and the business address of the undersigned are:

Ambiotec Civil Engineering Group, Inc.

5420 Paredes Line Rd, Brownsville Tx, 78526

(b) The undersigned is . **(Circle One)**

A Single Proprietorship A Corporation organized in the State of _____

(A) Partnership Other Organization _____

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
Vicente Mendez	Vice President / Principal Engineer	5420 Paredes Line Rd, Brownsville Tx, 78526
Carlos Marin	President & CEO	5420 Paredes Line Rd, Brownsville Tx, 78526

(d) The name and addresses of all other persons having a substantial interest in the undersigned, and the nature of the interest are:

N/A

NAME	ADDRESS	NATURE OF INTEREST

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are:

N/A

NAME	ADDRESS	TRADE CLASSIFICATION

26

AMBIOTEC ENGINEERING GROUP

Business Data Certification

3.4

Vicente Mendez, P.E., R.P.L.S
NAME OF AUTHORIZED REPRESENTATIVE (printed)

PE RPLS
SIGNATURE OF AUTHORIZED REPRESENTATIVE

7/14/2026
DATE

27

AMBIOTEC ENGINEERING GROUP

REFERENCE FORM

The following information shall be required to accompany all bid submittals.

1 Local company's business name and business information.

Company name: Ambiotec Civil Engineering Group, Inc.

Address: 5420 Paredes Line Rd. Brownsville Tx, 78526

Contact Person: Vicente Mendez, P.E., R.P.L.S

Office Phone # 956 548 9333 Mobile #: _____

Email Address: vmendez@ambiotec.com

2. Your Corporate Company's name and business information.

Corporate name: Ambiotec Civil Engineering Group, Inc.

Address: 5420 Paredes Line Rd. Brownsville Tx, 78526

Office Phone #: 956-548-9333 Mobile #: _____

Email Address: vmendez@ambiotec.com

3. Does your company participate in Cooperative Contract Pricing? YES / NO (select below)

___ BuyBoard (TASB) ___ H-GAC ___ Choice Partners ___ GSA ___ ASC
_✓_ OMNIA Partners ___ TXMAS ___ Sourcewell ___ TIPS ___ TCI
___ TXSmartBuy ___ TXDIR ___ Other: _____

CO-OP Contract #: _____ Effective Dates: _____ to _____

4 A minimum of 3 references (local preferred)

	Company Name	Contact Name	Phone	Email
1.	City of Brownsville	Doroteo Garcia	956-548-6007	
2.	City of Brownsville	Carlos Lastra	956-547-6812	
3.	City of Raymondville	Joel Soto	956-689-2443	

5. Municipal projects (local preferred)

	Municipality Name	Project Name	Amount	Completion Date
1.				

Contact Name, Phone, Email: _____

2. _____

Contact Name, Phone, Email: _____

3. _____

Contact Name, Phone, Email: _____

4. _____

Contact Name, Phone, Email: _____

5. _____

Contact Name, Phone, Email: _____

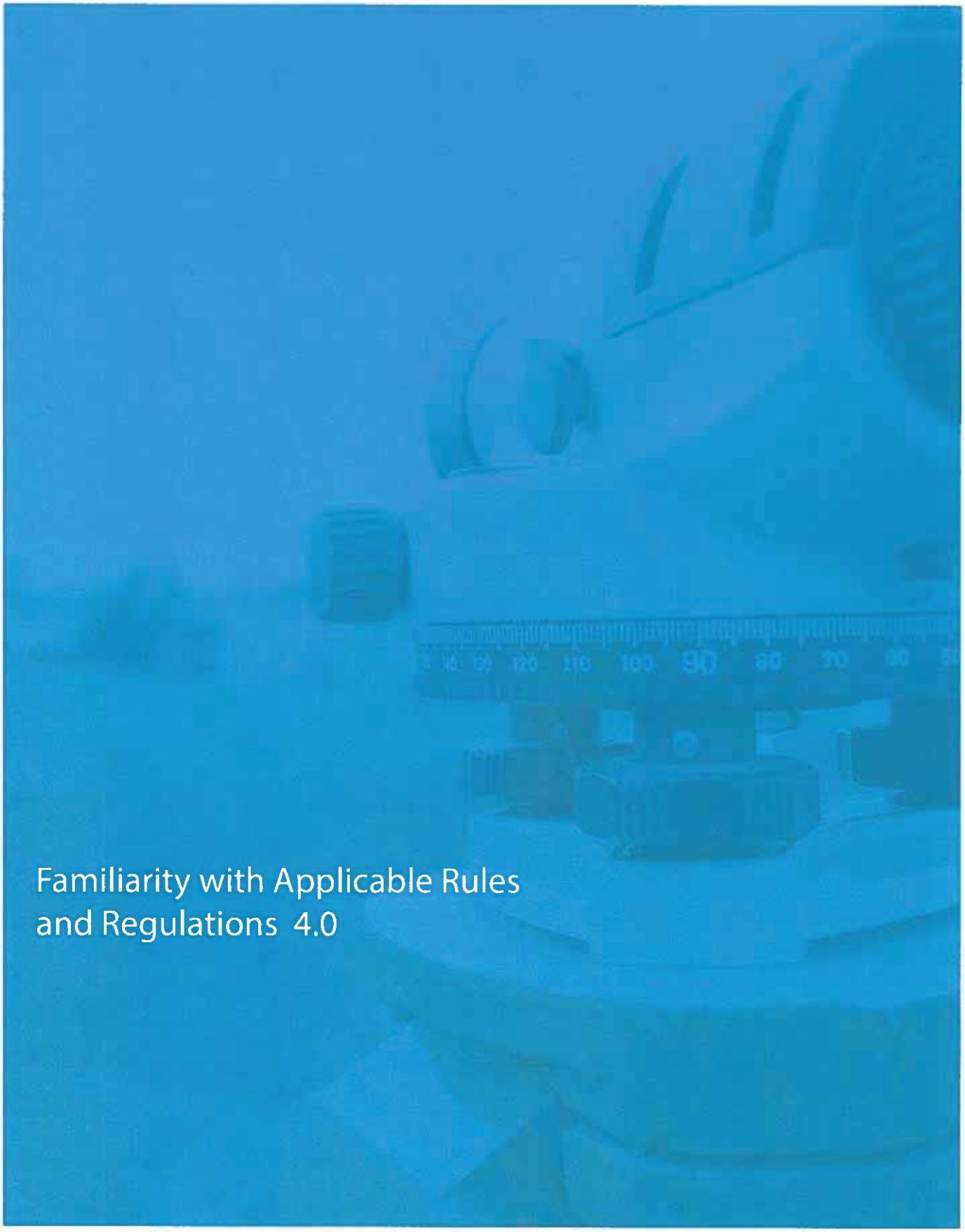
25

Please refer to Pgs. 17-20 for project information

AMBIOTEC ENGINEERING GROUP

4

Section Four



Familiarity with Applicable Rules and Regulations 4.0

Regulatory Compliance and Permitting Experience 4.1

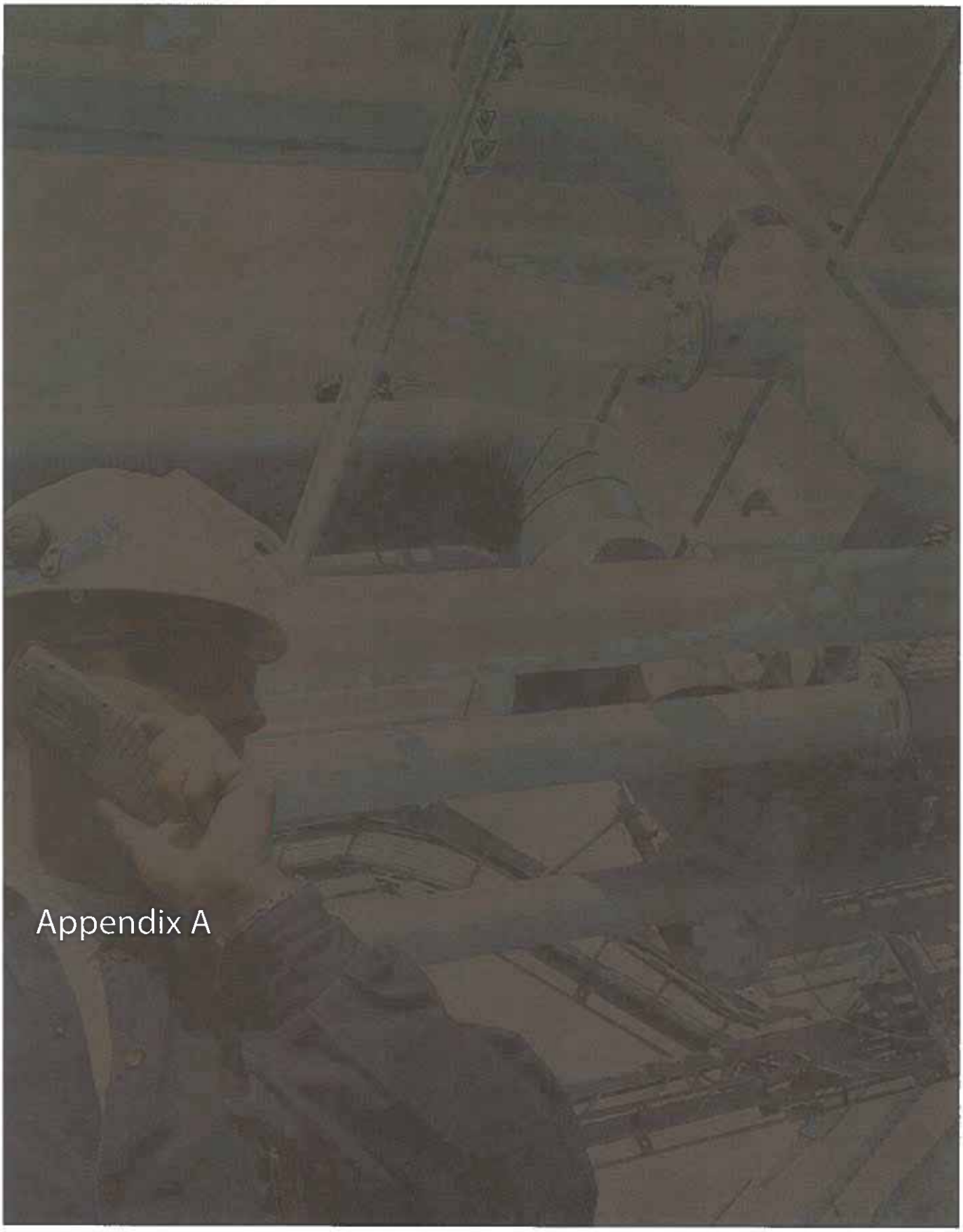
Ambiotec Civil Engineering Group, Inc. has extensive experience completing municipal infrastructure projects in accordance with federal, state, and local regulations. For the Treasure Hills Boulevard Storm Sewer Improvements, Ambiotec will apply FEMA Hazard Mitigation Assistance requirements, FEMA Region 6 documentation standards, Executive Order 11988 for floodplain management, local floodplain permitting requirements, and current City of Harlingen design standards. The project team will also address applicable floodway requirements, including coordination with the local floodplain administrator and preparation of supporting hydraulic documentation or a no-rise statement if the final design affects the regulatory floodway. Ambiotec's experience with drainage, roadway, utility, and federally funded projects allows the firm to identify regulatory concerns early and incorporate required conditions into the design rather than treating permitting as a separate final step.

Ambiotec is also familiar with environmental and historic-preservation coordination, including FEMA Environmental and Historic Preservation review, State Historic Preservation Office consultation, wetlands and natural-resource considerations, and coordination with state and federal agencies when required. The firm has prepared environmental assessments, permitting documents, technical reports, and agency coordination materials for infrastructure projects throughout South Texas. For this project, Ambiotec will prepare the required project descriptions, coordinates, disturbance limits, engineering plans, and supporting documentation needed for environmental and historic review, while also ensuring that the proposed improvements remain consistent with applicable floodplain, water-resource, and environmental requirements.

The project team will use applicable TxDOT specifications and standards where appropriate and will prepare plans, calculations, reports, specifications, and supporting documents in accordance with accepted engineering practices and Texas Government Code Chapter 2254. Ambiotec will also comply with the RFQ's federal procurement, debarment, conflict-of-interest, insurance, and certification requirements. Required forms and supporting documentation will be completed and included with the proposal to demonstrate that the firm is fully prepared to meet the regulatory and administrative requirements of the project.



Appendix A


Appendix A

Appendix A







A listing of the offeror's general liability, workers compensation and professional liability insurance carriers are presented in Table 1. Copies of our insurance certificates may be viewed in the following pages.

Table 1. Insurance Carrier Information

Insurance	Carrier Name	Carrier Address and Phone Number
General Liability $2,000,000 general aggregate	Farmers Insurance	5156 N Expressway Brownsville, TX 78526
Worker's Compensation $1,000,000 each accident	Farmers Insurance	5156 N Expressway Brownsville, TX 78526
Automobile Liability $1,000,000 combined single	State Farm	922 E. Harrison Ave. Harlingen, TX 78550
Professional Liability $2,000,000 each claim	Fenner & Esler	467 Kinderkamack Rd. P.O. Box 60, Oradell, NJ 07649-0060

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

Ambiotec Civil Engineering Group, Inc.

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

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

_____

Name of Officer

N/A

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

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

☐ Yes ☐ No N/A

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

☐ Yes ☐ No N/A

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

N/A

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

7

Vicente Mendez, P.E., R.P.L.S.
Name of signatory

Vte Mendez P.E.R.P.L.S.
Signature

7/14/2026
Date

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

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Bid #3



Statement of Qualifications

City of Harlingen

Treasure Hills Boulevard Storm Sewer Improvements (Systems #008 and #018)

RFQ No. 2026-11

Hazard Mitigation Grant Program FEMA/TDEM
Project Number DR4485-0246

ELECTRONIC COPY

July 14, 2026 | 2:00 PM

Point of Contact:
Homer Bazán, Jr., PE, LGPP
Project Manager
HBazan@cobbfendley.com
956.803.3463

Cobb, Fendley & Associates, Inc.
2616 N. McColl Road
McAllen, Texas 78501

www.cobbfendley.com

CobbFendley

Cover Letter

Executive Summary

City of Harlingen
Attn: Ms. Mari Leal | Procurement Supervisor
404 S. 54th Street
Harlingen, Texas 78550

July 14, 2026

RE: RFQ 2026-11 | Treasure Hills Boulevard Storm Sewer Improvements (Systems #008 and #018)

Ms. Leal and Members of the Selection Committee:

Cobb, Fendley & Associates, Inc. (CobbFendley) is pleased to submit our qualifications for consideration for the Treasure Hills Boulevard Storm Sewer System Improvements project. Building off our recent, **similar experience with the 21st Street Storm Sewer Improvements (System 007)** project, we have performed initial project site visits and analysis to develop an understanding of project needs and approach to recommending solutions to the City. Project team member Raul Gallaga, PE, lives near the project and is engaged and committed to providing engineering solutions to serve his community. Additionally, previous project experience will aid the team in understanding City preferences and processes to facilitate successful execution.

Project Leadership

Project Manager, Homer Bazán, Jr., PE, LGPP, will provide project, budget, and schedule oversight. With more than three decades of experience within the Rio Grande Valley (RGV), Mr. Bazán has the local and technical knowledge to serve the City, but also the experience to understand the non-technical, public challenges that potentially surround infrastructure improvements projects. Mr. Bazán will be responsive, immediately available to work with the City, and integrally involved in the technical design, development, bidding, and construction of the Treasure Hills Boulevard project.

Mr. Craig Wilson, PE, LGPP, will serve as our Lead Engineer. Mr. Wilson is a dedicated, highly-qualified engineer with over 29 years of experience managing and designing a wide range of public works capital improvement projects for numerous cities, counties, TxDOT, and other state agencies across Texas. These projects have ranged from preliminary engineering and planning to preparation of full PS&E packages. Mr. Wilson has a broad range of experience with storm sewer system design, horizontal and vertical roadway geometrics, 3D corridor modeling, pedestrian facilities, traffic control plans, grading, erosion control, and utilities. He is also experienced at providing constructability reviews, construction management, contract administration, and utility coordination.

Team Commitment

RGV-based CobbFendley team has been engaged and interested in the Treasure Hills Boulevard project for several years and continues to be committed to assisting the City to resolve these critical drainage challenges for the community where we live and work. Our team consists of specialized professionals in the fields of civil engineering, H&H analysis, studies and modeling, stormwater and floodplain management, TxDOT coordination, utility coordination, wet and dry utility design, subsurface utility engineering (SUE), and multiple in-house support services that are critical to the success of the project.

In addition, we have included Harlingen-based subconsultant **Ambiotec Group, Inc.** (Ambiotec) as part of the team to add strength and experience in supporting disciplines to deliver all project-related services requested. Ambiotec will lead Environmental Compliance and State Historic Preservation Office (SHPO) Coordination, and Surveying for the team.

Here for Harlingen!

CobbFendley's **recent and relevant experience** performing services for the City of Harlingen provides us with the necessary **stakeholder coordination experience and knowledge of City standards**. Our current representation of projects completed for the City includes:

- *Jackson Avenue Drainage Improvements (Prime)*
- *21st Street Storm Sewer System Improvements - System #007 (Prime)*
- *Commerce Street Corridor (Sub)*

Cover Letter

Committed, Regional Engineering Firm

CobbFendley will enhance the City's public infrastructure by bringing our 46 years of professional engineering experience to your team. We are proud to support projects locally with a commitment to quality and customer satisfaction.

Our engineering services for the City will be managed and performed out of **CobbFendley's McAllen office, with support from our Austin and Houston offices**. Being located in close proximity to the City allows our staff the flexibility to attend and coordinate in-person meetings and fulfill requests efficiently. Team member Raul Gallaga and team members of Ambiotec are located in Harlingen and will be available for site visits and in the filed verfication of design needs, as well as providing a responsive presence through construction.

2616 N. McColl Road
McAllen, Texas 78501
956.627.0098

9600 N. Mopac Expressway, Suite 800
Austin, Texas 78759
512.834.9798

As Project Manager, **Mr. Homer Bazán, Jr., PE, LGPP**, will serve as the primary point of contact for project coordination, technical decisions, and day-to-day communication. I, **Ms. Julie Hastings, PE, LGPP**, will serve as the **Contract Authority and Project Principal** who is authorized to negotiate, execute, and commit CobbFendley contractually on behalf of the firm.



Homer Bazán, Jr., PE, LGPP
Project Manager
956.803.3463 / McAllen Office
HBazán@cobbfendley.com



Julie Hastings, PE, LGPP
Project Principal and Contractual Authority
512.646.4323 / Austin Office
JHastings@cobbfendley.com

Enclosed, you will find our comprehensive Statement of Qualifications, which includes detailed information about our company, our team, and our relevant experience. We have listed the municipalities that we serve, included relevant references, and have highlighted key projects and methodologies that demonstrate our capabilities and the **history of success**.

We are excited about the opportunity to continue our work with the City of Harlingen and contribute to the success of the Treasure Hills Boulevard Storm Sewer Improvement project. We are confident that our qualifications align with your needs, and we look forward to the possibility of collaborating with you.

Sincerely,

Julie Hastings

Julie Hastings, PE, LGPP
Project Principal + Contractual Authority

Why CobbFendley?







■ Here for Harlingen! ■ Long-standing stakeholder relationships ■ Regional staff/crews/equipment ■ Highly-qualified Project Manager with strong municipal and TxDOT background ■ Value in our comprehensive, in-house services ■ Committed to Harlingen and your system connectivity needs ■ Wide-ranging H&H and GIS capabilities

Table of Contents

04 Tab A: Approach to Scope of Work

10 Tab B: Experience and Professional Qualifications

18 Tab C: Firm Capability and Past Experience

24 Tab D: Familiarity with Applicable Rules and Regulations



TAB A

APPROACH TO SCOPE OF WORK

CobbFendley

Proven Process

1. UNDERSTANDING OF PROPOSED DRAINAGE IMPROVEMENTS

To prepare our project approach and understand what is required to successfully complete the Treasure Hills Boulevard Storm Sewer Improvements project, CobbFendley analyzed available H&H models for the system, as well as the watershed, and performed multiple site visits to the project area, making note of the specific requirements and studying potential project issues. Through initial assessments, our project team has identified and depicted several **critical challenges and potential experience-based solutions in Figures 1 and 2**.

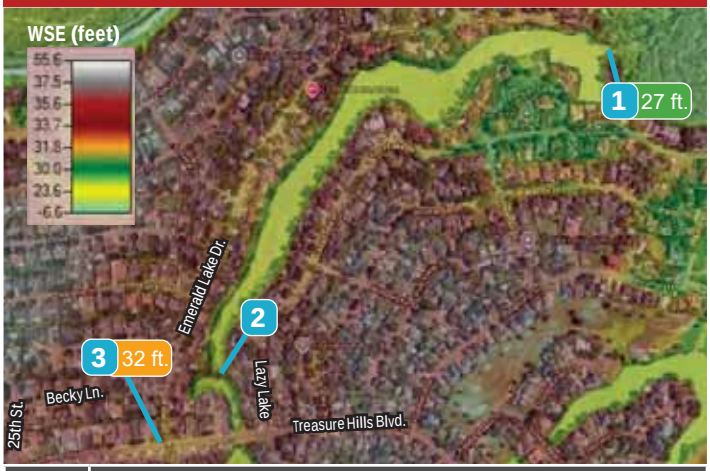
An initial review of the site and receiving stream in **Figure 1** indicates that the water surface elevation (WSE) in the channel in higher storm events will inundate the streets, preventing the storm sewer system from functioning as designed. The receiving channel (Tributary 1 to Arroyo Colorado) is connected to the Arroyo Colorado by an overflow weir. The 2025 2D HEC-RAS model shows that the Tributary 1 peaks approximately 17 hours before the Arroyo Colorado, so it may be possible to modify the channel outlet structure to reduce WSE without impacting the main channel.

Figure 2 on page 05 shows the proposed Treasure Hills System #008 (S008) and S018 project areas. System S008 is within an existing curb-and-gutter network. Local topography and roadway grading direct stormwater runoff primarily toward the Emerald Lake intersection along Treasure Hills Boulevard. Flooding within S008 along Treasure Hills Boulevard is compounded due to deficiencies in adjacent networks (S018, S102, S122, S157, and S114). Since these upstream systems cannot capture total incoming runoff, the bypassed flows converge at this single intersection, overwhelming the local inlets.

These observations define our detailed understanding of the City's systems and have allowed CobbFendley to develop a comprehensive and tailored approach to the planning and design of the storm sewer improvements, as well as our approach to connecting S008 and S018 to mitigate flooding.

Critical Challenges Map

Figure 1 – Drainage Area Analysis



Key	*Challenge*
1	**Outfall Weir from Tributary 1 to Arroyo Colorado //** Maintains a high static WSE in Tributary 1 - approximate elevation is 27 feet.
2	**Unknown Hydraulic Structure //** Potential major restriction in Tributary 1.
3	**Lowest Intersection in Project Area //** Approximate elevation is 32 feet. With less than a 0.1% slope in hydraulic grade line (HGL) from Tributary 1 outfall, this intersection will be inundated, regardless of storm sewer functionality. The effective FEMA base flood elevation (BFE) is 33 feet at Tributary 1.

2. APPROACH TO DELIVERY OF THE SCOPE OF WORK

Mr. Bazán will develop and maintain a **Project Management Plan** (PMP) outlining scope, schedule, budget, staffing, communication, quality, risk, and change management protocols. The PMP will function as a living document, continuously updated throughout the project to keep the multidisciplinary team aligned with the City's goals and milestones.

At project kickoff, Mr. Bazán will review the PMP with City staff and our subconsultant partner, including the Microsoft Project schedule, team roles, communication approach, and QA/QC procedures. A shared digital calendar and Microsoft Teams workspace will support task tracking, coordination, and milestone management.

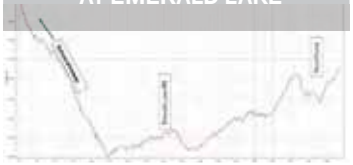
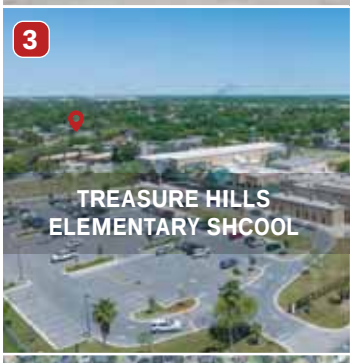
Scope, Schedule, and Budget Plan

For the Treasure Hills Boulevard Storm Sewer Improvements project, Mr. Bazán will **identify and prioritize critical path activities**, including survey, stakeholder coordination, utility coordination, and environmental reviews, and will address them early in the study process to support timely decision-making and project advancement. All tasks, milestones, and resource needs will be captured in a Microsoft Project schedule, which includes dedicated QA/QC review periods and is regularly reviewed with the City's Project Manager. If schedule risks emerge, Mr. Bazán will document and implement corrective actions to maintain project progress and budget alignment. As demonstrated

Critical Challenges Map

Figure 2 – Storm Sewer System Analysis



Key	*Challenge and Solution*
1 PROFILE ALONG TREASURE HILLS BLVD. AT EMERALD LAKE 	**Flooding Along Emerald Lake Road //** Potential solutions to mitigate this localized flooding: add structural inlets on S008 between Emerald Lake Road and Lazy Lake Road to intercept upstream bypass runoff before it reaches the Emerald Lake intersection; upgrade the inlet configuration on S018 to fully capture all the bypassed flows coming off System S102; install relief inlets within the surrounding networks S157 and S122 to capture total peak runoff; and isolate the inlets on Mariposa Lane (S114), and converting it into an independent system, which will successfully free up critical hydraulic capacity in the upstream S214 and allow S114 to flow more freely.
2 	**Undersized Pipe Capacity and New Standard Compliance //** With improved inlet layouts, the system will capture a significantly larger volume of overland sheet flow. The existing network is structurally undersized and does not meet the City's new minimum pipe size standard. With this in mind, we will be providing a comprehensive replacement updating all sub-standard lines to a **minimum of 24 inches**, sizing upward as hydraulically necessary. Additional pipes will connect the newly proposed extension along 25th Street S008 (Treasure Hills and 25th Street) and rerouting south of Becky Lane along Emerald Lake S018.
3 	**Traffic Control and Construction Phasing in High-Traffic Corridors //** This project is located within a **busy suburban corridor** that connects directly to Valley Baptist Medical Center and sits adjacent to Treasure Hills Elementary School. To mitigate severe vehicular disruption and maintain access to driveways, a comprehensive Traffic Control Plan (TCP) and strict construction phasing sequence will be required. Traffic will be detoured to adjacent secondary roadways, and critical open-cut work within major intersections will be performed during non-peak hours. A specific design for **school bus transit**, verifying that alternative school entrances are established or that temporary lane configurations accommodate the necessary bus turning radii. Additionally, the contractor will be required to **maintain positive drainage across the active work zone** to prevent trench flooding and provide a stable, drivable surface for impacted property entrances.
4 	**Complex Utility Coordination + SUE //** **Severe utility conflicts are anticipated**, particularly at the Haine, Emerald Lake, and 23rd Street intersections. Existing utilities in the corridor include **Texas Gas, Harlingen Water Works System, SmartCom, Spectrum, Fiberlight, Valley Telephone Co-op, Gigabit, and American Electric Power**. To avoid issues during construction, CobbFendley can perform a rigorous SUE investigation (Quality Level A/B) along networks that are being updated. The final design will prioritize conflict avoidance, utility relocation design where necessary, and strict adherence to utility clearance regulations. The **contract documents** will include bid items for utility relocations and coordination will be ongoing through design and construction to facilitate a streamlined process for coordination with the multiple utility agencies along the project corridor.

on the *21st Street Storm Sewer Improvements (S007)* project, which was designed in 2 months', CobbFendley is skilled at developing project plans and schedules to deliver projects on time and has the ability to define and assign the resources needed to accomplish those goals. Our **proposed preliminary project schedule** is provided below.

Staffing and Resource Management Plan

Mr. Bazán has assembled discipline task leads and a subconsultant partner with recent, relevant experience on projects comparable to Treasure Hills Boulevard. To deliver the project within the six month schedule, he will **forecast weekly and monthly staffing needs** to align resources with critical project deliverables and coordination activities. To maintain continuity and institutional knowledge, Mr. Bazán will also maintain a **Decision Log** documenting key City directives and stakeholder decisions. **On-line collaborative tools** such as OneNote, Microsoft Teams, and SmartSheets will be used to facilitate communication and documentation as the project progresses.

Communication Plan

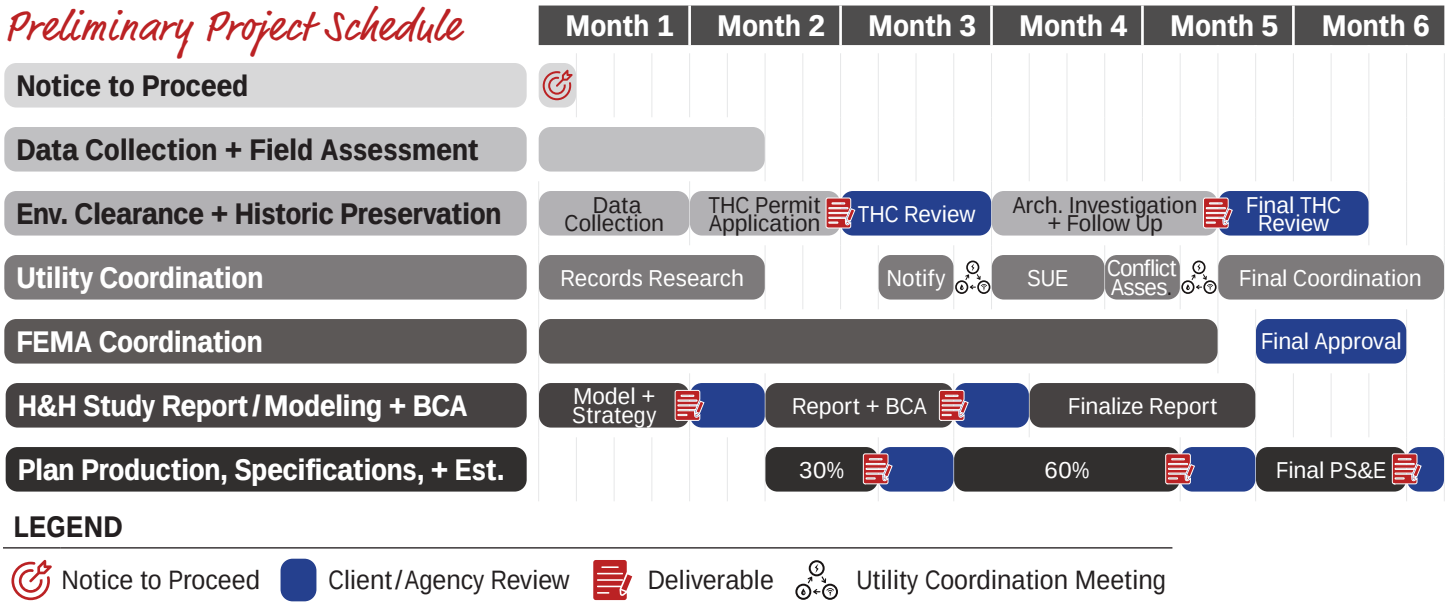
Clear and consistent communication is fundamental to project success. Mr. Bazán will serve as the primary liaison for the City of Harlingen. He and Lead Engineer Mr. Wilson will coordinate closely with City staff and communicate design decisions to the project team. **Discipline Lead Ms. Candyce Ward, PE, CFM**, will be engaged to present watershed analysis and H&H design decisions and recommendations. **Regular weekly or biweekly project meetings**, summarizing completed work, current activities, upcoming tasks, key project milestones, and additional coordination with the City, will support timely decision-making and issue resolution. Meetings will be documented with **meeting minutes and action items**.

QA/QC Plan

For this project, Mr. Bazán has designated **Ms. Larissa Prince, PE**, **as the QA/QC Manager**, as she served in this exact role for the *21st Street Storm Sewer Improvements (S007)* project. CobbFendley believes that quality control and value engineering are continuous improvement elements of the project design and integrate interim review checks, as well as formal QA/QC reviews at each milestone deliverable. CobbFendley follows a **standardized, multi-level QA/QC process for all deliverables**. Subconsultants are required to follow the same procedures or provide approved equivalent plans. Ms. Prince will assemble a senior review team to conduct technical and constructability reviews throughout the study and design.

Our QA/QC approach leverages established tools and workflows to maintain accuracy and consistency, including GIS for spatial analysis, Axiom/RefManager/Element Component Quantities for automated checks, Adobe/Bluebeam for collaborative electronic reviews, and Civil3D modeling for conflict analysis.

Below is a preliminary project schedule of services to meet the requirements of the Treasure Hills Boulevard Storm Sewer Improvements project. The CobbFendley team is immediately available to begin work. The schedule provides a **6-month design timeline**, indicating key milestones, deliverables, agency coordination, and estimated completion time.



3. H&H STUDY AND DESIGN METHODOLOGIES

CobbFendley's proposed methodology for development of the H&H study, hydraulic modeling, FEMA coordination requirements, and Benefit-Cost Analysis (BCA), includes:

Phase I - Data Collection, Field Assessment, H&H Study Report and Modeling, and Utility Coordination

Once CobbFendley has been issued a notice to proceed, the **2008 and 2025 Master Drainage Plans** (MDP) pertaining to the project area will be reviewed, along with the other available data for the project area (GIS shapefiles, HEC-RAS Models, etc). Rainfall data has been updated with the Atlas 14 initiative since the 2008 MDP was adopted and the 2025 MDP does not include storm sewer or other hydraulic structures for this area. With these factors, we will perform an **H&H analysis of the existing storm sewer system**, including inlets and other applicable hydraulic structures. The 2008 MDP drainage areas will be reviewed and modified to account for changes in development or infrastructure that has occurred. **Hydrologic analysis** will be performed in accordance with City Criteria for time of concentration, land use and rainfall data for the 10-, 25- 50-, 100- and 500-year storm events. The 2025 Master Plan HEC-RAS model will be modified to include breaklines, storm sewer for the project and adjacent streets along with adjacent hydraulic structures in the receiving channel, to allow for a holistic analysis of the surrounding area. The existing storm sewer will be evaluated both with and without the effects of Trib 1 to determine if it has adequate capacity to convey the design storm event and to determine if the WSE in the receiving channel restricts flow in the storm sewer.

Once the **existing condition models** have been completed, the resultant water surface elevations will be mapped to determine the cause of flooding within the study area and will be compared to known flooding complaints to verify that the model is accurately capturing the existing condition. Existing condition results will be discussed with City staff. Additionally, a public meeting could be conducted to solicit input from the public that could further verify the existing condition model based on anecdotal evidence.

With confirmation of the existing condition model, proposed project improvements will be evaluated to determine effectiveness. Several **alternatives will be evaluated**, including inlet replacement, storm sewer replacement, channel outlet structure modification, bypass channels/storm sewers, etc. to determine an effective solution to alleviate structural flooding and improve street passibility. Storm sewer improvements will be sized in StormCAD and then refined in the 2D HEC-RAS model as necessary. The alternatives will be evaluated to determine **impacts to other utilities** in the area, environmental impacts, and increases in WSE or flow. Impacts to structures will be quantified utilizing the FEMA Depth Damage Curve. The benefits along with the cost of each alternative will be entered into the **FEMA BCA** tool to determine effectiveness of each proposed alternative. The alternatives will be ranked utilizing criterion established with City staff to determine the preferred alternative.

Phase II - Plan Production, Specifications and Estimates

The **funding- and bid-ready construction documents** and engineer's final estimate will be produced during this phase. Once we have received comments from our initial design submittal to the City, we will work to complete design work, addressing comments and adding the final details needed for the contractor to be able to effectively bid and construct the project. CobbFendley will prepare engineering plans including full design services, calculations and a complete set of signed and sealed PS&E and permits. This will provide a consistent and effective design based on the final preliminary engineering and will also continue to progress the project in a timely manner.

Phase III - Bid and Construction

CobbFendley has a lengthy resume of projects similar to the Treasure Hills Boulevard Storm Sewer System Improvements project that have been successful from preliminary design through construction closeout. CobbFendley's experience with these projects has developed our team into experts not just with the development of the plans, but also with construction in the field as well. The team has a keen insight into what major challenges will affect the critical path of the construction schedule and how to avoid costly delays due to challenging soils, traffic conditions, environmental concerns, tree preservation, utility conflicts, and limits on the physical space required for construction.

4. APPROACH TO ENVIRONMENTAL AND HISTORIC PRESERVATION COORDINATION

Subconsultant **Ambiotec** will approach environmental compliance and historic preservation coordination by **identifying potential environmental, floodplain, permitting, and cultural resource concerns early** in the project. Ambiotec will review project limits, available design information, FEMA floodplain maps, wetlands mapping, soil data, threatened and endangered species information, and available cultural resource records to determine the appropriate level of documentation and agency coordination required.

Depending on the project scope and funding source, Ambiotec will assist with NEPA-related documentation, Categorical Exclusions, Environmental Assessments, biological evaluations, hazardous materials reviews,

wetland reviews, and other environmental compliance requirements. Ambiotec also coordinates with agencies such as the U.S. Army Corps of Engineers (USACE), U.S. Fish and Wildlife Service, Texas Parks and Wildlife Department, Texas Commission on Environmental Quality (TCEQ), and Texas Historical Commission (THC) when required.

For **permitting**, Ambiotec reviews whether wetlands, waters of the United States, or other regulated features may be affected. If impacts are anticipated, Ambiotec assists with identifying the proper permitting path, including possible USACE coordination, Nationwide Permit review, or Pre-Construction Notification requirements.

For **historic preservation**, Ambiotec will evaluate whether known historic properties, archaeological resources, cemeteries, structures, or culturally sensitive areas may be present. When required, Ambiotec will support **SHPO coordination through the THC**, including review under Section 106 of the National Historic Preservation Act. Ambiotec is familiar with SHPO coordination requirements and has experience assisting with cultural resource documentation, agency coordination, and historic preservation review for public infrastructure projects. By identifying constraints early, coordinating with the proper agencies, and documenting findings clearly, the CobbFendley and Ambiotec will work to obtain permits in a timely manner to support the schedule.

5. SUMMARY OF RESOURCES

Personnel

The team organizational chart shown on page # identifies the **Key Staff with 10 or more years of experience** committed to the City, their proposed roles, and applicable licensure information. CobbFendley and our subconsultant **Ambiotec** maintain adequate and experienced current staff. This team is responsive, is well-known to the City, and is fully committed to meeting scope, schedule, and budget.

Resources + Specialized Software

CobbFendley evaluates each project individually and selects the most appropriate software and methodology to meet each project's goals. Our H&H team utilizes **ArcGIS and ArcPro** to delineate drainage areas, create ponding maps, create exhibits, etc. We have extensive experience with a variety of **modeling software** including HEC-HMS, 1D/2D HEC-RAS, XPSWMM/XPSTORM, EPA SWMM, PC SWMM, InfoWorks ICM, StormCAD, GeoPak, HY-8 and spreadsheet based programs. We anticipate the use of HEC-HMS and 2D HEC-RAS with storm sewer as a part of this project.

Design Plans are developed using **Civil3D CAD software**, utilizing the 3D modeling capabilities of the software to evaluate storm sewer profiles and existing utilities to avoid or mitigate utility conflicts. Collaborative tools such as BlueBeam Sessions, Microsoft Teams, OneNote, and SmartSheets are used to facilitate efficient project communication, document control, issue tracking, and project management. CobbFendley also employs in-house SUE and Survey crews able to investigate existing utility locations using GPR.

QA/QC Procedures

Quality control and value engineering are written into our project processes, and we have a history and culture of performing projects with a focus on quality deliverables and service. Our firm has established a **company-wide QA/QC Program compliant with ISO 9001** that team members use on each project. Quality assurance and control is not just an activity performed at the end of each phase, but rather a continuous process throughout the initial study, milestone submittals, bid, and construction phases. Our **QA/QC Manager, Ms. Prince**, will lead this process and facilitate communication and input to Mr. Bazán, Mr. Wilson, and the project team. In addition to technical quality review, Ms. Prince will be reviewing for constructability, operability, and maintainability issues and will provide input on creative solutions for cost-effective designs.

Quality Management

Production Team
- Produces exceptional quality work following client standards

Team Task Leaders
- Verifies compliance with client standards
- Implements project Quality Control Plans

Project Manager
- Coordinates QA/QC activities and schedule
- Provides high-level technical review

Technical Reviewer
- Provides detailed technical review
- Gives feedback to QA/QC Manager

QA/QC Manager
- Directs and reviews QA/QC activities
- Back-checks calculations and standards

Project Principal
- Provides final review of overall project
- Allocates QA/QC resources

6. EXPERIENCE WITH SIMILAR PROJECTS

Project Experience

CobbFendley's experience with similar drainage improvement, FEMA-funded, storm sewer, flood mitigation, H&H modeling, and BCA projects includes:

Project Name / Client	Similar Project Components								
	Planning + Programming	Flood Mitigation	H&H Study Report + Modeling + BCA	Storm Sewer + Drainage Infrastructure Design	FEMA Coordination + Compliance	Surveying + GIS	Environmental Compliance + Permitting	Utility Coordination + Conflict Mitigation	Construction Documents + Funding Ready
21st Street Storm Sewer Improvements - System 007 | City of Harlingen Engineering for drainage and roadway improvements, including drainage calculations and recommendations on an expedited four-month design schedule to meet the requirements of the FEMA grant	✓	✓	✓	✓	✓	✓	✓	✓	✓
Jackson Avenue ARP Drainage Improvements | City of Harlingen Jackson Avenue and C Street intersection had small drainage inlets at each corner and was experiencing drainage problems. Produced PS&E for the replacement of existing drainage inlets and storm sewer lateral pipes from the inlets to the trunk line.	✓	✓		✓	✓			✓	✓
Pre-Engineering for Stormwater Improvements | City of Houston Drainage Study to determine source of flooding and propose solutions for various neighborhoods	✓	✓	✓	✓	✓	✓	✓	✓	✓
Bishop Street Improvements | City of San Marcos Drainage study, street reconstruction, and utility relocation improvements to address local flooding in the Historic Neighborhood and upgrade 3,800 linear feet of water, sanitary sewer, drainage, street, and sidewalk facilities	✓	✓	✓	✓	✓	✓	✓	✓	✓
Toro Grande Boulevard | City of Cedar Park Engineering and design services for 1.7 miles of roadway improvements, including greenfield roadway construction, widening, traffic analysis, intersection improvements, multi-lane roundabout design, bridge design over Brushy Creek, drainage modeling, utility coordination, water/wastewater extensions, TxDOT coordination, and phased traffic control	✓	✓	✓	✓	✓	✓	✓	✓	✓
Flood Infrastructure Fund Grant Application | City of Mont Belvieu Prepared grant funding involving both City and County stakeholders	✓	✓	✓		✓				✓
Ira Lee at Salado Creek Tributary D Improvements | Bexar County Prepared roadway, bridge, and drainage PS&E, and an alternatives and cost-benefit analysis to determine the optimal channel configuration to accomplish the flood control goal and upgrade the environmental status of the tributary. As a result of this project, the 100-year floodplain was contained within the banks of the tributary, therefore relieving potential flooding to many properties in the area, including residences and schools.	✓	✓	✓	✓	✓	✓	✓	✓	✓
Willowcrest Subdivision Drainage Improvements | City of Pearland Preliminary engineering, including a H&H study and PS&E for drainage improvements to the Willowcrest Subdivision in the City of Pearland	✓	✓	✓	✓	✓	✓	✓	✓	✓
Wells Branch Parkway Phase 3 | Travis County Roadway and drainage PS&E for 5,300 linear feet of 4-lane major arterial including storm sewer infrastructure, stormwater quality ponds, and new drainage channel outfall	✓		✓	✓	✓	✓	✓	✓	✓



TAB B

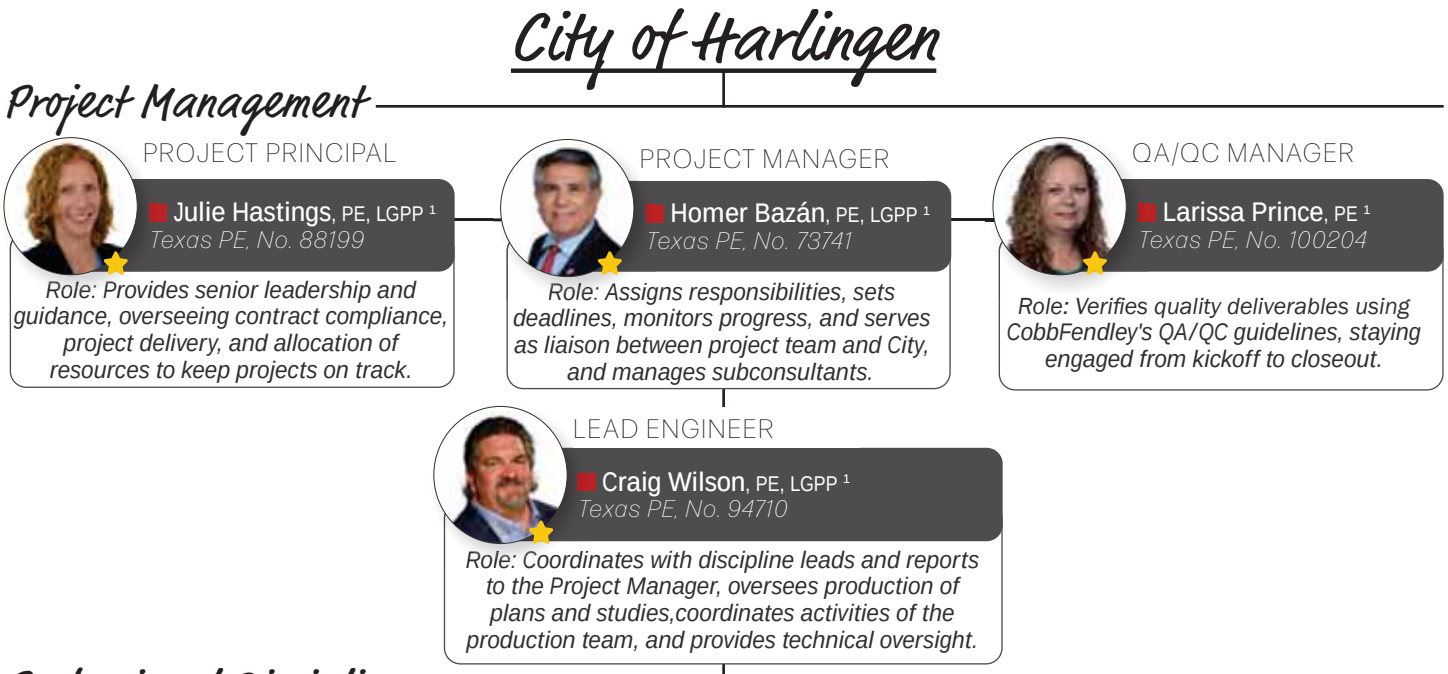
EXPERIENCE AND PROFESSIONAL QUALIFICATIONS OF THE FIRM AND TEAM

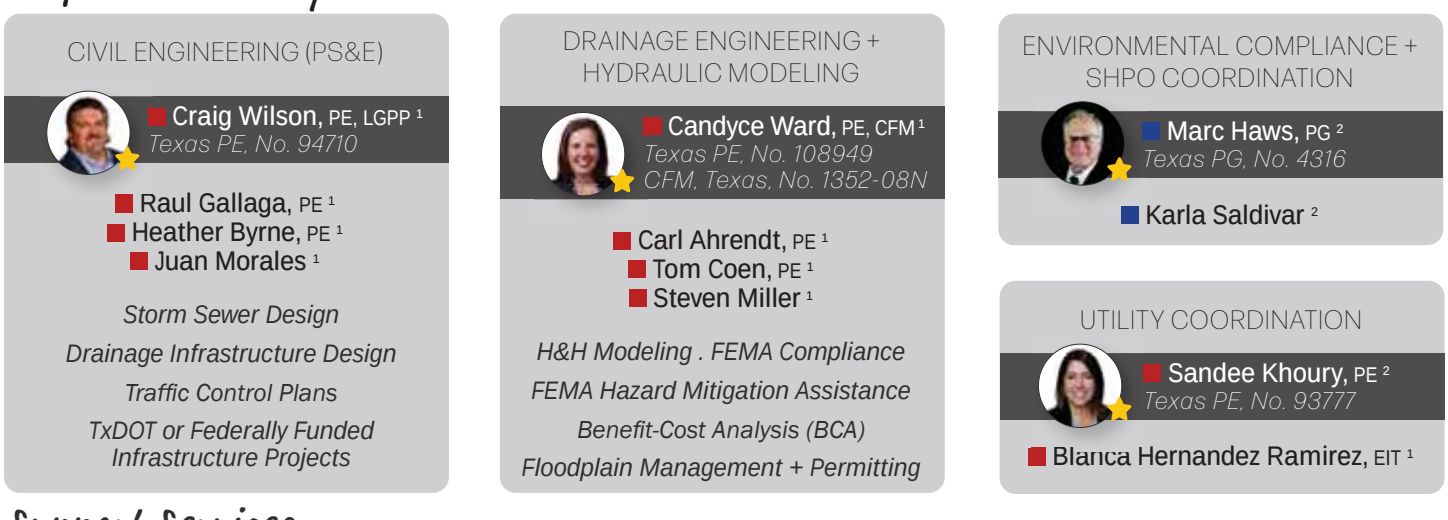
CobbFendley

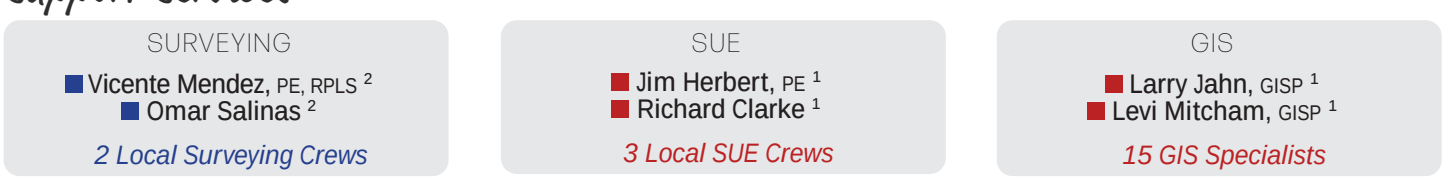
A Team You Can Trust

1. PROFESSIONAL DISCIPLINES

CobbFendley boasts a deep bench of over 600 skilled professionals, with 150+ dedicated project resources, ready to deliver **exceptional** engineering services. We have assembled a **multi-discipline, comprehensive** team to meet the needs of the City and provide **rapid response**. The organizational chart below identifies the **professional disciplines proposed** for this project and our ⭐ Key Staff with more than 10 years of experience who are committed to the City, their proposed roles, and applicable licensure information. Members of this team had significant roles on the S007 project and are ready to continue serving the City on the adjacent S008 and S018 systems.







LEGEND

CobbFendley [1] | Ambiotec [2] | ⭐ Key Personnel with 10+ Years of Experience

Tab B. Experience and Professional Qualifications

2. FIRM QUALIFICATIONS

Background and Qualifications

CobbFendley, founded on April 1, 1980, is a nationally-recognized, employee-owned, infrastructure consulting firm providing civil engineering and land surveying services for over **46 years** *(Texas Board of Professional Engineers and Land Surveyors (TBPELS) Engineering Firm Registration No. 274; Surveying Firm Registration No. 10046700)*. Our staff of over **600 employees** brings an exceptional level of expertise and experience, and is committed to serving the communities where we live and work. CobbFendley's diverse team of professionals is comprised of engineers, surveyors, right-of-way (ROW) agents, designers, utility specialists, technicians, and support personnel.


Texas Board of Professional Engineers and Land Surveyors
CERTIFICATE OF REGISTRATION
Cobb, Fendley & Associates, Inc.


Texas Board of Professional Engineers and Land Surveyors
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CobbFendley provides **comprehensive, in-house infrastructure services** from concept to completion, including civil engineering, H&H evaluation, flood disaster protection and recovery support, roadway design, traffic engineering, utility coordination and relocation, water and wastewater engineering, surveying and mapping, SUE, ROW acquisition, construction management and inspection, permitting, and cost estimating, among others.

One of our greatest strengths is our ability to collaborate across departments, allowing us to deliver efficient, cost-effective solutions and quickly respond to our client's needs. This integrated approach not only saves the City time and money, but also reinforces our commitment to serving the communities where we live and work.

Subconsultant

To provide additional strength and experience we have included **Ambiotec** to lead Environmental Compliance and Surveying tasks for our team. For more than 30 years, Ambiotec has completed environmental reviews, NEPA Environmental Assessments, Categorical Exclusion documentation, wetland permitting reviews, biological evaluations, hazardous materials evaluations, and agency coordination for projects involving TxDOT, the USACE, U.S. Fish and Wildlife Service, Texas Parks and Wildlife Department, TCEQ, THC, and other regulatory agencies.

The work for this project will be performed by Ambiotec's local staff from the firm's **Brownsville headquarters and Harlingen office**. This local presence allows Ambiotec to respond quickly to project needs, attend coordination meetings, visit the project site as needed, and provide timely support to the City and the project team.

3. OFFICE LOCATION

CobbFendley maintains 18 offices spanning 6 states, with 13 offices in Texas. The work for the Treasure Hills Boulevard Storm Sewer Improvements project will be managed from our McAllen office, with support from our offices in Austin and Houston headquarters, as needed. **Our McAllen office is approximately 35 miles from the City of Harlingen, which allows for quick response time and mobilization**.

Local Presence + Statewide Support



McAllen - Primary Office
2616 N. McColl Road
McAllen, Texas 78501
956.627.0098
12 Employees



Personnel and Staffing

Our firm's size allows us an **extensive resource pool** of professionals, while our collaborative culture gives us the flexibility to commit needed resources and respond quickly. CobbFendley will dedicate firm-wide resources to meet scope and schedule commitments. The CobbFendley team put forth to serve the City of Harlingen consists of 12 engineers and 8 dedicated support staff. **Resumes for Key Staff** that will be working on the Treasure Hills Boulevard Storm Sewer Improvements project follow this page.



Project Manager
Homer Bazán, PE, LGPP
956.803.3463 | HBazan@cobbfendley.com

Local Project Manager Mr. Homer Bazán, PE, LGPP, is enthusiastic and well-prepared to support the City's project success. His unwavering dedication to both projects and clients throughout the RGV is reflected in his 39-year track record of delivering exceptional results for public works clients.

Mr. Bazán will be available for questions from City staff and meetings with and on behalf of City staff, as needed. With our leadership team being local, Mr. Bazán fosters collaboration, enhances real-time communication, aligns all team members towards common goals, and facilitates swift issue resolution.

Tab B. Experience and Professional Qualifications

HOMER BAZÁN, JR., PE, LGPP

PROJECT MANAGER



Years of Experience	39
Education	B.S., Civil Engineering, The University of Texas at Austin, 1986
Professional Licenses + Certifications	Professional Engineer, Texas, No. 73741 TxDOT Precertification, No. 31087 TxDOT Local Government Project Procedures Qualified

■ QUALIFICATIONS

Mr. Bazán has over 39 years of experience in civil engineering in the Rio Grande Valley. His areas of specialty include design for new construction plans, drawings and specifications, pre-design, project development management, route and design studies, storm sewer rehabilitation/upgrades, traffic control plans, and construction contract management.

■ RELEVANT PROJECT EXPERIENCE

21st Street Storm Sewer Improvements - S007, City of Harlingen, Texas. Mr. Bazán served as Project Manager for the analysis and design of storm sewer improvements along approximately 7,500 linear feet along 21st Street in Harlingen to address flooding. He led the hydrologic and hydraulic analysis and design of a dual storm drain system, coordinating closely with the City to deliver the project on an expedited schedule in support of a critical grant funding deadline.

Jackson Avenue American Rescue Plan (ARP) Drainage Improvements, City of Harlingen, Texas. Mr. Bazán served as Project Manager for drainage improvements at the Jackson Avenue and C Street intersection, developing plans, specifications, and estimates to replace deficient inlets and storm sewer laterals. He coordinated closely with City staff to deliver the project on a tight schedule.

JULIE HASTINGS, PE, LGPP

PROJECT PRINCIPAL



Years of Experience	30
Education	M.B.A., The University of Texas at Austin, 2007 B.S., Civil and Environmental Engineering, Tennessee Technological University, 1996
Professional Licenses + Certifications	Professional Engineer, Texas, No. 88199 TxDOT Local Government Project Procedures Qualified

■ QUALIFICATIONS

Ms. Hastings brings 30 years of experience leading municipal infrastructure projects across Texas, with expertise in drainage, roadway, water, and wastewater improvements.

■ RELEVANT PROJECT EXPERIENCE

21st Street Storm Sewer Improvements - S007, City of Harlingen, Texas. Ms. Hastings served as Project Principal for storm sewer improvements along 21st Street in Harlingen, overseeing the analysis and design of approximately 7,500 linear feet of storm sewer infrastructure. She oversaw allocation of resources to meet the expedited 2-month schedule, provided management guidance and support to facilitate schedule compliance, and performed quality assurance with respect to meeting scope, schedule and budget.

Jackson Avenue ARP Drainage Improvements, City of Harlingen, Texas. As Project Principal, Ms. Hastings allocated resources, provided quality assurance, and provided technical guidance as needed for the design of drainage improvements at the Jackson Avenue and C Street intersection. The project included development of PS&E and providing recommendations to enhance the City's preliminary drainage improvement plan.

Tab B. Experience and Professional Qualifications

CRAIG WILSON, PE, LGPP

LEAD ENGINEER | CIVIL ENGINEERING (PS&E)



Years of Experience	29
Education	M.Eng., Civil Engineering, The University of Texas at Arlington, 2001 B.S., Applied Mathematical Sciences, Texas A&M University, 1992
Professional Licenses + Certifications	Professional Engineer, Texas, No. 94710 TxDOT Precertification, No. 16495 TxDOT Local Government Project Procedures Qualified

■ QUALIFICATIONS

Mr. Wilson is a Project Engineer with 29 years of experience managing and designing capital improvement projects. His experience spans schematic design and planning through PS&E development and construction management.

■ RELEVANT PROJECT EXPERIENCE

South Pine and Greer Street Drainage Improvements (Phase 1), City of San Antonio, Texas. Mr. Wilson served as Lead Engineer for 3,800 linear feet of roadway reconstruction. As part of these improvements, Mr. Wilson determined stormwater flows through the corridor and designed storm systems to carry calculated flows. He also set roadway profiles to minimize grading while maintaining grade needs for the new storm sewers.

Bishop Street Improvements, City of San Marcos, Texas. Mr. Wilson supported PS&E development to address local flooding in historic neighborhoods along Bishop Street, providing senior oversight, design review, and constructability input to advance the project through key submittals. He will continue as Project Manager through final design, bid, and construction phase services. Services included 2D XPSWMM stormwater modeling, storm sewer design, utility coordination, water and wastewater design, and roadway design.

CANDYCE WARD, PE, CFM

DRAINAGE ENGINEERING + HYDRAULIC MODELING + FEMA COMPLIANCE



Years of Experience	19
Education	M.E., Civil Engineering, Texas A&M University, 2007 B.S., Civil Engineering, Texas A&M University, 2006
Professional Licenses + Certifications	Professional Engineer, Texas, No. 108949 Certified Floodplain Manager, No. 1352-08N TxDOT Precertification, No. 21005

■ QUALIFICATIONS

Ms. Ward has over 19 years of experience in hydrologic and hydraulic analysis, with training in traditional and GIS-based hydrologic analysis methods, as well as modeling in HEC-HMS, XPSWMM, InfoWorks, WinStorm, and ICPR.

■ RELEVANT PROJECT EXPERIENCE

Johnny Morris Road (FM 969 to Loyola Lane), City of Austin, Texas. Ms. Ward served as Drainage Lead for 1.33 miles of roadway improvements and storm drain installation within a flood-prone overflow area. She developed a 2D HEC-RAS model to establish existing conditions, applied time-flow hydrographs and updated terrain to evaluate roadway impacts, and refined the roadway profile to meet the City's criterion of less than 1% change in 100-year event overflow.

Bishop Street Improvements, City of San Marcos, Texas. As Drainage Lead, Ms. Ward developed a 2D XPSWMM model to evaluate existing flooding conditions and analyze storm sewer alternatives based on hydraulic performance, utility conflicts, traffic, environmental impacts, constructability, and cost. Her analysis supported selection and design of a seven-foot by eight-foot box culvert and channel improvements to Purgatory Creek, including riffle-pool features and grade-control drops to reduce velocities and prevent erosion.

Tab B. Experience and Professional Qualifications

MARC HAWS, PG, CAPM

ENVIRONMENTAL COMPLIANCE + SHPO COORDINATION



Years of Experience	30
Education	B.S., Geology, The University of Texas at Austin
Professional Licenses + Certifications	Professional Geoscientist, Texas, No. 4316 TCEQ Corrective Action Project Manager, No. 425

■ QUALIFICATIONS

Mr. Haws is a Senior Geologist with over 30 years of environmental consulting and regulatory experience, specializing in NEPA environmental assessments, environmental site assessments, permitting, regulatory compliance, hazardous materials, and petroleum storage tank investigations and remediation for transportation and infrastructure projects.

■ RELEVANT PROJECT EXPERIENCE

Palm Court Boulevard Environmental Assessment and Street Improvements, City of Harlingen, Texas. As Environmental Lead, Mr. Haws completed a TxDOT NEPA Environmental Assessment for the expansion of a two-lane roadway to four lanes, evaluating impacts to right-of-way, prime farmland, historic resources, threatened and endangered species, and vegetation. Economic impacts were also evaluated, including displacements of residents and businesses, and impacts associated with potential environmental justice issues.

TxDOT Environmental Review for Road Rehabilitation and Construction of New Truck Parking Areas, Port of Harlingen, Texas. Ambiotec This project included engineering and surveying services for the widening of Henderson Road. The project includes two resaca crossings and locating all existing utilities. As Environmental Lead, Mr. Haws performed a NEPA Environmental Assessment (EA) including a wetlands delineation and wetlands permitting review through the USACE. The EA evaluated potential impacts to environmental resources associated with the construction activity, including biological resources (e.g., threatened and endangered species, wildlife, etc.), cultural resources, water resources, soil resources, etc. In addition, Mr. Haws performed consultations with other federal and state agencies including U.S. Fish & Wildlife Service, Texas Parks & Wildlife Department, and THC.

SANDEE KHOURY, PE

UTILITY COORDINATION



Years of Experience	28
Education	B.S., Civil Engineering, Texas A&M University, 1993
Professional Licenses + Certifications	Professional Engineer, Texas, No. 93777 TxDOT Precertification, No. 20992

■ QUALIFICATIONS

Ms. Khoury is a seasoned professional engineer with 28 years of experience in utility coordination, design, and construction projects for both public and private utility owners, governmental agencies, and municipal entities. She possesses extensive knowledge of Utility Accommodation Rules, right-of-way policies and procedures, utility agreement assemblies and their preparation, utility conflict analysis, and utility corridor planning.

■ RELEVANT PROJECT EXPERIENCE

SL 195, TxDOT Pharr District, Starr County, Texas. Ms. Khoury served as Utility Lead for utility coordination and SUE services on this 17.25-mile roadway project, which included new overpasses, bridges, drainage improvements, and retaining walls. She led utility conflict analysis, utility corridor planning, coordination with utility owners and TxDOT, constructability reviews, and utility relocation scheduling.

US 83 (Loma Blanca Road to Starr/Zapata County Line), TxDOT Pharr District, Starr County, Texas. Ms. Khoury served as Utility Lead for this 10.3-mile roadway widening project, preparing utility strip maps, assessing conflicts, reviewing utility relocation plans, and coordinating with the design team and impacted utility owners.

4. RELEVANT EXPERIENCE

CobbFendley's relevant experience with similar drainage, flood mitigation, FEMA-funded, and utility coordination projects is found in Tab C beginning on **page 16**.

5. CAPABILITY TO PERFORM

CobbFendley has extensive experience delivering drainage, stormwater, channel, culvert, detention pond, and water quality projects as standalone improvements and as part of larger utility and roadway programs. The team understands required agency coordination, including FEMA, USACE, EPA, TCEQ, and TxDOT, and will verify compliance with applicable local, state, and federal regulations.

H&H Engineering. CobbFendley provides strong H&H expertise using HEC-HMS, HEC-RAS, and XP-SWMM to evaluate watershed conditions for storm sewer design. For *Wells Branch Parkway Phase 3*, a one-mile roadway with drainage channels and a water quality pond, CobbFendley used system-wide HEC-RAS and HEC-HMS modeling to compare revised effective and proposed City of Austin floodplain models. The analysis confirmed the project would not increase downstream water surface elevations despite added impervious cover, allowing CobbFendley to recommend that detention was not required. This project-wide approach will guide recommendations for the Treasure Hills Boulevard Storm Sewer Improvements, balancing regulatory requirements, public safety, and responsible use of public funds.

Storm Sewer System Design and Detention. Stormwater collection and conveyance systems present unique challenges as well. Storm sewer design will be approached using rational method and Atlas14 rainfall intensities to provide a storm sewer system that meets City requirements and optimizes pipe/culvert sizes, inlet spacing and meets ponding width requirements. CobbFendley can use OpenRoads Designer, StormCAD, or Civil3D software to design storm sewer systems within the roadway design project to maximize efficiencies of design and iterations. The pipe sizes in these systems can get large and cumbersome to fit in existing developments. The CobbFendley team has employed numerous **innovative solutions**, such as combining roadside ditches with pipe systems to maximize open channel conveyance and minimize pipe sizes on *Johnny Morris Roadway Improvements* in Austin, and rerouting the storm drain system to avoid private easements and residential conflicts. Using boxes when necessary and close coordination with underground facilities are also standards of practice in our design approach.

Utility Coordination. CobbFendley's utility coordination experience and relationships with dry utility providers in Harlingen will help expedite design and construction. As an approved design firm for multiple dry utilities, including AT&T, CobbFendley is often requested to design relocations when conflicts are identified. On *Bell Boulevard Realignment* in Cedar Park, the team designed electric and telecom relocations for AT&T, Grande, and Spectrum, accelerating dry utility relocation design and reducing construction delay risk. CobbFendley also has experience coordinating utility relocations, relocation agreements, and reimbursement documentation, supported by strong relationships with utility owners, former TxDOT and private utility company staff, and more than 30 local utility specialists.

CobbFendley routinely performs water and wastewater installations and relocations for roadway and drainage projects in congested ROW. The team begins with detailed survey and, when needed, in-house SUE to accurately identify existing utilities and reduce construction conflict risk. Using these findings, CobbFendley identifies available underground space, evaluates trench width, soil conditions, construction methods, TCEQ and City or County separation requirements, traffic and residential impacts, trees and vegetation, future maintenance, easements, and construction costs to recommend the most practical alignment.

SUE. Because record drawings are often incomplete or inaccurate, CobbFendley works with City staff to determine where SUE is warranted based on utility size, project complexity, underground congestion, and traffic impacts. When needed, CobbFendley can quickly provide SUE services using crews and trucks located throughout Texas. Records research, field investigation, and SUE analysis help reduce unknown utility conflicts, construction delays, and associated costs.

Traffic Control and Construction Sequencing Plans. For drainage projects at roadway crossings, CobbFendley develops traffic control and sequencing plans that maintain traffic flow, reduce driver confusion, support construction safety, and provide adequate work zones within constrained ROW. The team coordinates with municipalities to evaluate traffic patterns, access limitations, and phased construction options. On *Taylor Lane Roadway Widening*, a five-phase plan was prepared, supporting alternating widening, maximizing contractor workspace, maintaining one lane in each direction, and incorporating channelization, work-zone separation, barriers, and construction speed-zone signage.

Cost Estimates. CobbFendley will provide cost estimates at each design phase with defined contingencies. As design progresses, CobbFendley will identify cost impacts, coordinate significant changes with the City's Project Manager, and develop alternatives as needed.

Plans, Specifications, and Detail Drawings. Following preliminary investigations, CobbFendley will advance design and prepare plans, specifications, and detail drawings. The team will provide technical expertise, engage the City and stakeholders throughout development, submit deliverables at agreed-upon milestones, typically 30%, 60%, 90%, and final, and address critical design decisions as they arise.



TAB C

FIRM CAPABILITY AND PAST EXPERIENCE

CobbFendley

Tab C: Firm Capability and Past Experience

Verifiable Experience

CAPABILITY TO DELIVER THE SCOPE OF WORK

Committed Team. The team organizational chart (page 10) and resumes in Tab B identify the Key Staff committed to the City, their proposed roles, and applicable licensure information. CobbFendley and its subconsultant maintain **adequate and experienced current staff**. This team is responsive, is well known to the City, and is **fully committed** to meeting scope, schedule, and budget for each work assignment.

Reporting Responsibilities. The CobbFendley team, including subconsultant **Ambiotec**, will report to the Project Manager, Mr. Bazán. While he will coordinate personnel and resources needed for the project, **Project Principal Ms. Julie Hastings** will have the ultimate responsibility of dedicating appropriate staff to keep the schedule on track.

Interface with City Project Manager and Sponsoring Department. Mr. Bazán will be the sole agent for contact for the City's Project Manager, and considers the CobbFendley team to be an extension of the City's staff.

EXPERIENCE WITH SIMILAR PROJECTS

As demonstrated by the following similar projects completed by CobbFendley, our proposed team has the staffing capacity and technical capability to complete the Treasure Hills Boulevard Storm Sewer Improvements project within the proposed 6-month schedule.

21ST STREET STORM SEWER IMPROVEMENTS - SYSTEM 007 | CITY OF HARLINGEN | HARLINGEN, TEXAS

Project Status: Design Completed

Construction Cost: $5.47 Million

Key Personnel Involved: Julie Hastings (Principal), Homer Bazán (Project Manager), Larissa Prince (QA/QC Manager), Tom Coen (Engineer), Heather Byrne (Engineer), Juan Morales (Technician)

Relevancy to Treasure Hills Boulevard: ● *Storm Sewer Improvements* ● *FEMA Region 6 Requirements* ● *FEMA Approval* ● *Funding Approval* ● *H&H Study (Pending)* ● *Flood Mitigation* ● *Utility Coordination* ● *Ready for Construction* ● *TxDOT Specifications* ● *SHPO Coordination*

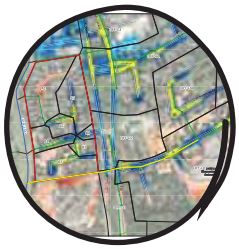
Scope of Services. CobbFendley worked with the City of Harlingen under our ARP drainage on-call contract to provide engineering plans for drainage and roadway improvements along 21st Street from E. Van Buren Avenue to E. Austin Avenue.

Project Description. CobbFendley was contracted in the Fall of 2022 to prepare the complete design, including drainage calculations and recommendations, on an expedited four-month design schedule to meet the requirements of the FEMA grant. *Drainage and Roadway Services:* The project included producing **PS&E to replace existing drainage inlets, manholes, and storm sewer lateral pipes** from the inlets to the trunk line. The project utilized the model completed for the scope area in August 2008 for the City of Harlingen's Drainage Master Plan as the basis for the design phase. The project replaced 6,174 linear feet of reinforced concrete pipe and included **minor utility adjustments along with pavement restoration**. Two existing parallel storm sewer trunk lines running along both sides of 21st Street were discovered and analyzed to develop a cost-effective approach to address them. One trunk line was left in place, and the other one was replaced and upgraded to accommodate the stormwater runoff coming to the roadway. The twin trunk lines were treated as a system, and lateral pipes connected them. *H&H Services:* An **H&H study** was performed and used to size the new trunk line and storm sewer laterals. The H&H study was also used to determine proposed inlet spacing and inlet extensions. **Surveying** was also critical to determine the locations of existing underground utilities to avoid them as much as possible. The plans were completed by the deadline, to the satisfaction of the City of Harlingen.

CobbFendley **used local office staff/resources** as much as possible. In order to initiate design as early as possible, the 30% submittal used an aerial background while we completed the surveying. **Recurring bi-weekly progress meetings** with the City were held to keep the expedited schedule on track and additional meetings were required on occasion to resolve challenges. The City agreed to **compressed review times** for milestone deliverables.

Tab C: Firm Capability and Past Experience

STORM WATER ACTION TEAM (SWAT) PROJECTS | CITY OF HOUSTON | HOUSTON, TEXAS



Project Status: 13 Task Orders Completed

Construction Cost: $6 Million

Key Personnel Involved: Carl Ahrendt (Project Manager), Candyce Ward (Technical Reviewer)

Relevancy to Treasure Hills Boulevard: *● Storm Sewer Improvements ● H&H Study ● Flood Mitigation ● Utility Coordination ● Advanced to Construction*

Scope of Work. CobbFendley was selected to perform **H&H studies along with PS&E production** as part of the SWAT for the City of Houston.

Project Description. This project involves **high priority** drainage studies which require **quick turn around** to solve flooding issues throughout the City. Since 2023, this contract has produced 13 Task Orders. Drainage studies were performed in concurrence with PS&E production to compress schedule. Projects included both roadside ditch, channels and storm sewers. Drainage studies average six weeks and PS&E varied based on size of project.

TWDB FLOOD INFRASTRUCTURE FUND (FIF) | CHAMBERS COUNTY | MONT BELVIEU, TEXAS



Project Status: Completed

Construction Cost: N/A

Key Personnel Involved: Candyce Ward (Project Manager), Tom Coen (H&H Task Lead)

Relevancy to Treasure Hills Boulevard: *● SUE ● FEMA Region 6 Requirements ● Benefit-Cost Analysis ● Funding Approval ● H&H Study ● Flood Mitigation ● Utility Coordination*

Scope of Work. CobbFendley performed a $2.2 Million regional flood planning study for a 600-square mile area of watershed for the City of Mont Belvieu and Chambers County. Our team also assisted in the preparation of the successful FIF grant application submitted to the TWDB.

Project Description. CobbFendley collected all relevant existing drainage studies, plans, models, GIS data, and gauge information within the project area. This data was reviewed and incorporated as practical. Since the study spanned various jurisdictions, project specific drainage criteria was established. Drainage areas, hydrologic parameters and peak flows were calculated in accordance with established project criteria. A HEC-HMS model was created to calculate peak flows for all drainage areas. Peak flows were input into a 2D HEC-RAS model to determine flooding extents for various rainfall events. The 2D HEC-RAS models were calibrated to local rain and stream gage data to verify the models were representative of the existing condition. To develop a Flood Frequency Event Inundation map, our team executed the calibrated models for the study area to determine water surface elevations and flood inundation extents for the 2-, 10-, 100- and 500-year rainfall events. We prepared inundation mapping for the 100- and 500-year events and water surface profiles for all storms events. Utilizing available parcel and building data, we identified structures, thoroughfares and other infrastructure which may be at risk of flooding. Once the existing condition modeling was completed, meetings were held with City Staff and residents to determine alternatives to evaluate.

For each modeled alternative, depth of structural flooding was obtained for the existing and proposed for all affected structures for all modeled storm events utilizing ArcGIS. The FEMA Depth Damage Curve was utilized to quantify damage reduction benefits for each alternative and input into the **FEMA Benefit-Cost Analysis Toolkit** along with the cost of each project to rank the projects.

Tab C: Firm Capability and Past Experience

BISHOP STREET IMPROVEMENTS | CITY OF SAN MARCOS

SAN MARCOS, TEXAS

Project Status: Design Completed

Construction Cost: $15 Million

Key Personnel Involved: Julie Hastings (Principal), Craig Wilson (Project Manager), Larissa Prince (QA/QC Manager), Candyce Ward (H&H Lead), Juan Morales (Technician)

Relevancy to Treasure Hills Boulevard: *● Storm Sewer Improvements ● FEMA Region 6 Requirements ● Funding Approval ● H&H Study ● Flood Mitigation ● Utility Coordination ● Construction Documents ● Avoided Impacts to Floodplain ● SHPO Coordination*

Scope of Work. CobbFendley performed a **drainage study and designed storm sewer improvements, street reconstruction, and utility relocation improvements** to Bishop Street. These improvements address the **local flooding in Historic Neighborhoods** and provide upgrades to 3,800 linear feet of water, sanitary sewer, drainage, street, and sidewalk facilities.

Project Description. CobbFendley prepared a **preliminary engineering report** (PER) to analyze four alternatives for the storm sewer and the impacts to the existing drainage, existing water and sanitary sewer, traffic, environmental, constructability, and cost. The project includes roadway design, innovative intersections for traffic calming, drainage design, water and sanitary sewer design, storm sewer design, traffic control plans, illumination, surveying, easement metes and bounds, ROW acquisition, environmental, geotechnical, construction phasing and scheduling, specifications, and estimate. CobbFendley also performed a **schematic level overhead utility removal design and cost estimate** to potentially relocate San Marcos Electric Utility (SMEU) and three telecommunication providers facilities within the project limits. CobbFendley coordinated with the City of San Marcos to collaborate with adjacent projects, including the development of a Fire Station and an adjacent wastewater interceptor, to incorporate elements of the Bishop Street design into these adjacent projects and prevent re-work or duplicate construction. Additionally, CobbFendley performed **2D XP-SWMM and 1D models for storm sewer analysis** to alleviate the overland flooding and convey into pipes to the outfall at Purgatory Creek. An **8-foot by 7-foot box culvert** will be constructed in the congested ROW to **alleviate the flooding**.

BLUE BELL STORM WATER DETENTION BASIN | HARRIS COUNTY FLOOD CONTROL DISTRICT | HARRIS COUNTY, TEXAS

Project Status: Design Completed

Construction Cost: $11.7 Million

Key Personnel Involved: Candyce Ward (Project Manager), Tom Coen (H&H Lead)



Relevancy to Treasure Hills Boulevard: *● Floodplain No-Rise Evaluation ● FEMA Region 6 Requirements ● FEMA Approval ● H&H Study ● Flood Mitigation ● Utility Coordination ● Advanced to Construction ● Floodplain Permitting ● SHPO Coordination*

Scope of Work. CobbFendley led the **creation of a flood reduction detention pond** on properties that have been purchased due to repetitive flood losses.

Project Description. The proposed ponds are located in the 100-year floodplain and floodway of Halls Bayou. The detention pond model was completed in the **1D/2D project model** for Halls Bayou. The ponds were modeled utilizing terrain modifications in the 2D portion of the HEC-RAS model. **Ponding maps** were created for 2-, 10-, 50-, 100-and 500-year storm events and reductions in structural flooding damages were quantified by comparing each structure to the WSE for each storm in **ArcGIS**. Damages were then determined utilizing the FEMA Depth Damage curves to determine reduction in structural flooding. Impacts along the stream were quantified to verify there was no increase in WSE to any structure within the watershed. Since the pond included fill in the floodway as part of the pond banks, a **FEMA "No Rise" was completed** utilizing the effective 1D HEC-RAS model, and submitted for approval.

BUSINESS DATA CERTIFICATION

Name of Firm: Cobb, Fendley & Associates, Inc.

Address: 2616 N. McColl Road, McAllen, Texas 78501

Number of Years in contracting business under present name: 46

Type of work performed by your firm: Infrastructure Consulting (Engineering and Surveying)

Have you ever failed to complete any work awarded to you? (Y/N) Y - If failed, it was due to funding or budget cuts

Have you ever defaulted on a contract? (Y/N) N

He/She certifies that:

(a) The legal name and the business address of the undersigned are:

Cobb, Fendley & Associates, Inc.

4424 W. Sam Houston Parkway N., Suite 600, Houston, Texas 77041 (Headquarters)

(b) The undersigned is : **(Circle One)**

A Single Proprietorship A Corporation organized in the State of Texas

A Partnership Other Organization

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
Provided on page 22		

(d) The name and addresses of all other persons having a substantial interest in the undersigned, and the nature of the interest are:

NAME	ADDRESS	NATURE OF INTEREST
N/A		

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are:

NAME	ADDRESS	TRADE CLASSIFICATION

N/A		

Julie Hastings, PE, LGPP; Vice President
NAME OF AUTHORIZED REPRESENTATIVE (printed)

Julie Hastings
SIGNATURE OF AUTHORIZED REPRESENTATIVE

July 14, 2026
DATE

Officers of Cobb, Fendley & Associates, Inc.

NAME	TITLE	ADDRESS
CORPORATE DIRECTORS		
Monica Silver, PE	President + Chief Executive Officer; Treasurer; Board Director	Houston [1]
Charles Eastland, PE	Chief Operating Officer; Board Director	Houston [1]
Vineeta Ram, PE	Executive Vice President; Board Director	Houston [1]
Floyd Scurry, PE	Executive Vice President; Board Director	Houston [1]
Dan Warth, PE	Executive Vice President; Secretary; Board Director	Austin [2]
ADDITIONAL OFFICERS		
Rachel Edwards, CPA	Chief Financial Officer; Assistant Secretary	Houston [1]
Sandee Khoury, PE	Executive Vice President; Discipline Lead	Austin [2]
Mark Lorance, PE	Senior Vice President; Region Manager	Frisco [3]
Brad Matlock, PE	Senior Vice President; Region Manager	Houston [1]
Edgar Smith	Senior Vice President; Region Manager	Houston [1]
Sean Wolfe, PG	Senior Vice President; Region Manager	Albuquerque [4]
Steve Bak, PE	Vice President; Discipline Lead	Houston [1]
Josh Canuteson, SR/WA, R/W-NAC	Vice President; Discipline Lead	Frisco [3]
Mike Diamantini	Vice President; Department Manager	Houston [1]
Ami Goudie, CPSM	Vice President; Marketing + Communications Director	Houston [1]
Julie Hastings, PE	Vice President; Department Manager	Austin [2]
Thomas Hunt, PE	Vice President; Department Manager	Frisco [3]
Amber Hurd, PE	Vice President; Department Manager	Houston [1]
Wes Jackson	Vice President; Information Technology Director	Houston [1]
Ted Sugg, PE	Vice President; Deputy Region Manager	Frisco [3]
Kyle Sunday, RPLS, LSLS	Vice President; Discipline Lead	Houston [1]
Amanda Torres	Vice President; Human Resources Director	Houston [1]
Diana Ward, PE	Vice President; Department Manager	Houston [1]

Houston Office [1]
4424 W. Sam Houston Parkway N.
Suite 600
Houston, Texas 77041

Austin Office [2]
9600 N. Mopac Expressway
Suite 800
Austin, Texas 78759

Frisco Office [3]
2801 Network Blvd.
Suite 800
Frisco, Texas 75034

Albuquerque Office [4]
3820 Academy Parkway North NE
Albuquerque, New Mexico 87109

REFERENCE FORM

The following information shall be required to accompany all bid submittals.

1. Local company's business name and business information.

Company name: Cobb, Fendley & Associates, Inc.
Address: 2616 N. McColl Road, McAllen, Texas 78501
Contact Person: Homer Bazan, Jr., PE, LGPP
Office Phone #: 956.803.3463 Mobile #: 956.280.0135
Email Address: HBazan@cobbfendley.com

2. Your Corporate Company's name and business information.

Corporate name: Cobb, Fendley & Associates, Inc.
Address: 4424 W. Sam Houston Parkway N., Suite 600, Houston, Texas 77041
Office Phone #: 713.462.3242 Mobile #: 512.585.7408
Email Address: Julie Hastings, PE, LGPP / JHastings@cobbfendley.com

3. Does your company participate in Cooperative Contract Pricing? YES / (NO) (select below)

___ BuyBoard (TASB) ___ H-GAC ___ Choice Partners ___ GSA ___ ASC
___ OMNIA Partners ___ TXMAS ___ Sourcewell ___ TIPS ___ TCI
___ TXSmartBuy ___ TXDIR ___ Other: _____

CO-OP Contract #: _____ Effective Dates: _____ to _____

4. A minimum of 3 references (local preferred).

	Company Name	Contact Name	Phone	Email
1.	Hidalgo County Precinct 4	Velinda Reyes	956.249.9763	velinda.reyes@co.hidalgo.tx.us
2.	City of Brownsville	Lucio S. Gutierrez Garcia	956.538.3678	lucio.gutierrez@brownsvilletx.gov
3.	TxDOT Pharr District	Norma Garza, PE	956.638.3518	norma.garza@txdot.gov

5. Municipal projects (local preferred):

	Municipality Name	Project Name	Amount	Completion Date
1.	City of Harlingen	21st Street Storm Sewer Improvements (S007)	$5.47 M	12/2022

Contact Name, Phone, Email: Roberto Hernandez, PE, CFM / 956.216.5284 / rhernandez@harlingentx.gov

2. City of Houston / Storm Water Action Team Projects / $6 M / 09/2025
Contact Name, Phone, Email: Nina Joshi, PE / 832.917.9898 / nina.joshi@houstontx.gov

3. Harris County Flood Control District / Blue Bell Storm Water Detention Basin / $11.7 M / 11/2026 (Est.)
Contact Name, Phone, Email: Michael Liga / 832.917.9898 / michael.liga@hcfcd.hctx.net

4. City of Mont Belvieu / TWDB Flood Infrastructure Funding / $2.2 M / 05/2025
Contact Name, Phone, Email: Francisco Carrillo, PE, CFM / 281.576.2213 / fcarrillo@montbelvieu.net

5. City of Cedar Park / Toro Grande Boulevard / $25.2 M / 08/2025 (Design)
Contact Name, Phone, Email: Chris Brickey, PE / 512.401.5351 / chris.brickey@cedarparktexas.gov



TAB D

FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS

CobbFendley

Tab D: Familiarity with Applicable Rules and Regulations

Federal, State and Local Compliance

KNOWLEDGE AND EXPERIENCE WITH APPLICABLE RULES AND REGULATIONS

CobbFendley is registered and in good standing with the Texas Board of Professional Engineers and Land Surveying (TBPELS) and is licensed to perform professional engineering and land surveying services (TBPELS Engineering Firm No. 274; Surveying Firm No. 10046700). All professional engineering and surveying services will be completed and certified in accordance with the Texas Engineering Practice Act, the Professional Land Surveying Practices Act, and applicable TBPELS rules and procedures. CobbFendley will comply with applicable federal, state, and local laws, regulations, and ordinances throughout execution of this contract.

The CobbFendley team is well-versed in governmental regulations, applicable codes, guidelines, professional standards, and policies required by the City, including, but not limited to, the following:

- City of Harlingen Code of Ordinances, Subpart B – Land Development Ordinances, Chapter 105 – Flood Damage Protection // Applies to all duly designated FEMA flood zones within the City; a floodplain development permit is required
- City of Harlingen Subdivision Development Guide, Stormwater Design // Stormwater infrastructure design must conform to this manual and the latest version of the TxDOT Hydraulic Design Manual
- City of Harlingen Master Drainage Plan // Precipitation depths from the United States Geological Survey (USGS) publication Atlas of Depth-Duration Frequency of Precipitation Annual Maxima for Texas, 2004, based on the General Land Office (GLO) method, were used and deemed more accurate than TP-40 and Hydro-35
- Cameron County Drainage District Nos. 5 and 3 // Portions of the City of Harlingen drainage infrastructure are located within Cameron County Drainage District Nos. 5 and 3
- TxDOT specifications and standards, where applicable
- TxDOT Hydraulic Design Manual // In conjunction with City of Harlingen for design of stormwater infrastructure in the TxDOT ROW
- USGS National Hydrography Dataset (NHD)
- United States Fish and Wildlife Service (USFWS) National Wetlands Inventory (NWI)
- United States Fish and Wildlife Service (USFWS) – Section 9 of the Endangered Species Act (ESA)
- Executive Order 11988 - Floodplain Management
- FEMA Floodplains and floodplain permitting requirements
- FEMA Region 6 Hazard Mitigation Assistance documentation requirements
- U.S. Army Corps of Engineers (USACE) - Waters of the U.S. – Section 404 of the Clean Water Act (CWA) – EPA // Includes not only traditionally navigable waters (TNW)
- EPA – NPDES – TCEQ - TPDES - SWPPP // The City of Harlingen, a Phase II MS4 (Small Municipal Separate Storm Sewer System), was issued a Texas Pollutant Discharge Elimination System (TPDES) General Permit from the Texas Commission on Environmental Quality (TCEQ). The City has produced a stormwater management plan (SWMP) which includes best management practices (BMPs). These include a stormwater pollution prevention plan (SWPPP) for all construction activities, as well as post construction, permanent or long term control measures [Environmental Services Department, Stormwater Division]
- International Boundary and Water Commission (IBWC) Permit, if applicable
- National Environmental Policy Act (NEPA) is needed for environmental clearance if federal funds are used
- TxDOT's Utility Accommodation Policy (UAP) needs to be followed if federal funds are used
- An Advance Funding Agreement (AFA) is needed between the State (through TxDOT) and the Local Government, which spells out the funding commitment and the roles and responsibilities of each party, if federal funds are involved
- Titles II and III of the Uniform Act for ROW Acquisition and Relocation need to be followed if federal funds are utilized for ROW reimbursement or for any phase of the project
- Federal Procurement procedures need to be followed if the local government is reimbursed for engineering and/or construction management with federal funds
- Texas Historical Commission coordination and SHPO coordination

Tab D: Familiarity with Applicable Rules and Regulations

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION FORM

CobbFendley has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal, state, or local governmental agency. Although the City of Harlingen did not provide a Certification Regarding Debarment and Suspension form, CobbFendley can provide certification upon request and confirms its eligibility to perform the services outlined in this response.

Tab D: Familiarity with Applicable Rules and Regulations

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

NONE

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

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

NONE

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

Julie Hastings, PE, LGPP; Vice President	Julie Hastings	07/14/2026
Name of signatory	Signature	Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 8/14/2024

Tab D: Familiarity with Applicable Rules and Regulations

INSURANCE COVERAGE

CONFIDENTIAL

Client#: 153896 COBBFEND

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/22/2026

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

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

PRODUCER	CONTACT NAME: Tami Melton
USI Insurance Services, LLC 9811 Katy Freeway, Suite 500 Houston, TX 77024 713 490-4600	PHONE (A/C, No, Ext): 713 490-4600 FAX (A/C, No): 713-490-4700 E-MAIL ADDRESS: tami.melton@usi.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Cobb Fendley & Associates Inc. 4424 W Sam Houston Pkwy N Ste Suites 600 Houston, TX 77041-8251	INSURER A : Hartford Fire Insurance Company	19682
	INSURER B : Hartford Casualty Insurance Company	29424
	INSURER C : Great American Insurance Company	16691
	INSURER D : Hartford - WC Multiple Issuing Cos	29424
	INSURER E : Endurance American Insurance Co.	10641
	INSURER F : Trumbull Insurance Company	27120

COVERAGES CERTIFICATE NUMBER: 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			61UUNOL6HSJ	07/10/2026	07/10/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $15,000 $1,000,000 $2,000,000 $2,000,000
F	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			61UENOL6HSM	07/10/2026	07/10/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR			61XHUOL6HSN	07/10/2026	07/10/2027	EACH OCCURRENCE	$12,000,000
C	X EXCESS LIAB CLAIMS-MADE			TUEF35626101	07/10/2026	07/10/2027	AGGREGATE	$12,000,000
	DED X RETENTION $10,000							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		61WEOL6HSL	07/10/2026	07/10/2027	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
E	Professional Liability			DPL30039639003	07/10/2026	07/10/2027	$5,000,000 per claim $5,000,000 annl aggr.	

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

Workers Compensation:
AZ, CO, GA, ID, NM, OH, UT, WZ - Twin City Fire Ins Co. NAIC #: 29459
FL, TX - Hartford Casualty Insurance Co. NAIC #: 29424

***Contractors Pollution Liability coverage is included in the Professional Liability Policy as defined (See Attached Descriptions)**

CERTIFICATE HOLDER	CANCELLATION
Cobb, Fendley & Associates, Inc. 4424 W Sam Houston Parkway N Suites 600 Houston, TX 77041	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03) 1 of 2 The ACORD name and logo are registered marks of ACORD
#S54633255/M54616290 MLKZP

INSURANCE CLAIMS

Cobb, Fendley & Associates, Inc. considers insurance and legal matters confidential. A high-level overview of our claims and litigation history over the past five years is provided below.

Initiated 2022; Settled 2024 – Claim Settled – CobbFendley provided design services for an underground electrical duct bank to a new residential development. A portion of the duct bank was designed/constructed outside of the client's designated easement. The client claimed the entire cost of relocating the duct bank was the responsibility of CobbFendley.

Bid #4









Statement of Qualifications

City of Harlingen

Treasure Hills Blvd Storm Sewer Improvements

July 14, 2026 | RFQ NO. 2026-11

Colliers Engineering & Design



Table of Contents

Tab A

Approach to Scope of Work

Project Understanding & Approach to Scope of Work.....5

Technology & Innovation 7

Our Commitment.....7

Tab B

Experience and Professional Qualifications of the Firm and Team

Organizational Chart 12

Tab C

Firm Capability and Past Experience

Tab D

Familiarity with Applicable Rules and Regulations

Local Area Experience 26

Appendix

Forms

13501 Katy Freeway, Suite 1350 • Houston, TX 77079
TBPLS Reg. 10194550 • TBPE Reg. F-14909 • TBPG 50617

Colliers Engineering & Design

July 9, 2026

City of Harlingen
Attn: Purchasing Department
404 S. 54th Street
Harlingen, TX 78550

Re: RFQ No. 2026-11 – Professional Engineering Services – Treasure Hills Boulevard Storm Sewer Improvements (SYS#008 & SYS#018)

Dear Selection Committee,

Colliers Engineering & Design, Inc. ("CED") is pleased to submit our Statement of Qualifications to provide professional engineering services for the City of Harlingen's Treasure Hills Boulevard Storm Sewer Improvements project. We are confident in our ability to successfully deliver the engineering, hydrologic and hydraulic (H&H) analysis, environmental coordination, permitting support, and construction documents necessary to advance this important FEMA/TDEM-funded project.

CED understands the City's objective of replacing and improving the existing storm sewer infrastructure, enhancing hydraulic connectivity between Storm Sewer Systems 008 and 018, and developing a project that meets FEMA Hazard Mitigation Assistance requirements while reducing flood risk for the community. Our multidisciplinary team has extensive experience delivering resilient drainage infrastructure projects throughout Texas, including storm sewer improvements, flood mitigation studies, H&H modeling, utility coordination, environmental compliance, and preparation of bid-ready plans, specifications, and estimates. Our qualifications include:

- Drainage & Flood Mitigation Expertise: We have successfully delivered stormwater infrastructure, drainage, and flood mitigation projects for municipalities across Texas, including complex storm sewer systems requiring detailed hydraulic analysis and utility coordination.
- FEMA & Regulatory Experience: Our team understands the documentation, permitting, and coordination requirements associated with FEMA- and federally funded infrastructure projects, including Benefit-Cost Analysis (BCA), floodplain compliance, environmental coordination, and agency permitting.
- Advanced Technical Capabilities: CED utilizes industry-leading modeling and design software, including HEC-HMS, HEC-RAS, GIS platforms, LiDAR datasets, and Civil 3D, to develop technically sound, cost-effective, and constructible drainage solutions supported by comprehensive QA/QC procedures.
- Multidisciplinary Resources: Our in-house professionals provide civil engineering, drainage engineering, environmental services, utility coordination, surveying, GIS, landscape architecture, and construction phase support, allowing us to efficiently manage every phase of project development.
- Commitment to Schedule: We recognize the City's accelerated project timeline and have assembled a responsive team with the resources and experience necessary to complete all required engineering services, technical studies, environmental coordination, and construction documents within the required schedule.

Our proposed Project Manager, Guillermo Benavides, PE, ENV SP, will lead this effort from our Houston office. With more than 36 years of experience in civil engineering and stormwater infrastructure, Mr. Benavides has successfully managed complex drainage and public infrastructure projects throughout the Texas Gulf Coast. His expertise in stormwater systems, flood mitigation, municipal infrastructure, and multidisciplinary project delivery makes him exceptionally qualified to guide this project from initial analysis through final design.

Colliers Engineering & Design appreciates your consideration of our qualifications. We look forward to the opportunity to partner with the City of Harlingen to develop a resilient, constructible, and funding-ready storm sewer improvement project that enhances public safety and strengthens the City's infrastructure. Should you have any questions or require additional information, please do not hesitate to contact us.

Sincerely,



Chris Otto, PE, CFM
Principal in Charge
726 223 4768
chris.otto@collierseng.com

Tab A

Approach to Scope of Work

Colliers Engineering & Design

Project Understanding & Approach to Scope of Work

Treasure Hills Boulevard Storm Sewer Improvements (Systems 008 & 018)

City of Harlingen, Texas

The Treasure Hills Boulevard Storm Sewer Improvements Project represents a critical investment in the long-term resiliency of one of Harlingen's established neighborhoods. CED understands that the City's objective extends well beyond replacing undersized storm sewer infrastructure. The project is intended to reduce repetitive flooding by improving hydraulic capacity, connecting Storm Sewer Systems 008 and 018 into a more efficient conveyance network, and producing a technically defensible, FEMA-compliant project capable of supporting future Hazard Mitigation Grant Program (HMGP) funding and implementation.

The proposed improvements include approximately 2,360 linear feet of larger reinforced concrete storm sewer, new manholes and inlets, hydrologic and hydraulic analyses, Benefit-Cost Analysis, environmental documentation, floodplain coordination, permitting, and preparation of complete construction plans, specifications, and estimates. Because the project is funded through FEMA and administered under TDEM requirements, each technical discipline must be coordinated throughout project development to satisfy federal, state, and local requirements simultaneously.

CED recognizes that successful delivery requires balancing engineering excellence with regulatory compliance, constructability, cost effectiveness, and schedule management. Our approach emphasizes proactive coordination, rigorous technical analysis, independent quality management, and continuous communication to produce a project that advances efficiently from planning through funding approval and construction.

Understanding the Project Challenges

Although previous drainage master plans identified conceptual improvements for Systems 008 and 018, CED understands these studies serve only as planning-level guidance. Our design team will independently verify existing conditions, validate hydraulic assumptions, evaluate current drainage patterns, and confirm that the proposed improvements achieve the City's flood mitigation objectives while satisfying current engineering standards and FEMA Region 6 documentation requirements.

Several project challenges will influence design development:

- Existing storm sewer systems with limited hydraulic capacity
- Urban utility congestion
- Maintaining drainage during construction
- Floodway and floodplain regulatory requirements
- FEMA Benefit-Cost documentation
- Environmental and SHPO coordination
- Accelerated six-month project delivery
- Development of fully constructible PS&E documents

Rather than addressing these issues independently, CED integrates every discipline into one coordinated design process.

Phase 1 – Existing Conditions Assessment

Our work begins with a comprehensive understanding of the existing drainage system.

The project team reviews available mapping, previous drainage studies, utility records, FEMA flood mapping, aerial photography, LiDAR, GIS information, survey control, and City infrastructure records before conducting detailed field investigations.

Field verification includes evaluation of:

- Existing pipe conditions
- Inlet performance
- Manholes
- Outfall conditions
- Hydraulic restrictions
- Surface drainage
- Utility conflicts
- Existing roadway conditions

This early validation ensures that all subsequent analyses are based on current field conditions rather than historical assumptions.

Phase 2 – Utility Coordination

Utility conflicts frequently represent the greatest schedule risk on urban drainage projects.

CED begins utility coordination immediately after project initiation by preparing a comprehensive utility base map using available survey information, utility records, GIS databases, and as-built documentation provided by utility owners. Throughout design, our utility coordinator maintains continuous communication with utility companies to identify conflicts, establish relocation responsibilities, evaluate design alternatives, and minimize impacts to existing facilities.

By resolving utility issues early, we reduce redesign, construction delays, and change orders while improving overall constructability.

Phase 3 – Hydraulic Engineering & System Optimization

The hydraulic performance of the proposed improvements forms the foundation of the entire project.

CED develops a comprehensive hydrologic and hydraulic model that evaluates both existing and proposed drainage conditions while considering upstream and downstream system interactions, watershed characteristics, inlet performance, hydraulic grade lines, pipe capacities, energy losses, and outfall conditions.

The model will evaluate the required 1% and 0.2% Annual Exceedance Probability storm events while demonstrating compliance with current local regulations and FEMA Region 6 technical requirements. Model results are used to optimize pipe sizes, improve hydraulic connectivity between Systems 008 and 018, minimize flood risk, and support Benefit-Cost Analysis documentation.

Phase 4 – FEMA Benefit-Cost Analysis

Unlike conventional drainage projects, this project requires technical analyses that directly support FEMA funding eligibility.

CED develops the Benefit-Cost Analysis concurrently with hydraulic modeling rather than after design completion.

This integrated process ensures that hydraulic model outputs directly support FEMA BCA Toolkit requirements while providing complete documentation of project benefits, avoided damages, flood reduction, and cost effectiveness.

By coordinating engineering analyses and economic evaluation simultaneously, we reduce project risk while improving funding readiness.

Phase 5 – Environmental Compliance

Environmental coordination begins during preliminary design rather than after engineering decisions have already been made.

CED coordinates environmental documentation, Executive Order 11988 compliance, SHPO coordination, floodplain permitting, and FEMA Environmental and Historic Preservation requirements throughout project development.

Because portions of the project corridor may lie within the regulatory floodway, our hydraulic analyses specifically evaluate “No-Rise” compliance where applicable while coordinating closely with the City's Floodplain Administrator and regulatory agencies.

Phase 6 – PS&E Development

CED develops construction documents using an interdisciplinary design process in which hydraulic engineers, utility coordinators, environmental specialists, and roadway designers continuously collaborate throughout project development.

- Plans will include:
- Cover Sheet
- General Notes
- Storm Drain Plan & Profile
- Erosion Control Plans
- Traffic Control Plans
- Standard Details
- Quantity Takeoffs
- Technical Specifications
- Engineer's Opinion of Probable Construction Cost

Constructability reviews are incorporated at every milestone to ensure the final documents minimize contractor RFIs and change orders.

Quality Management

Quality management begins on Day One, not at project completion.

CED assigns an independent Quality Assurance Manager responsible for verifying that every technical discipline has completed its reviews before each project milestone.

Independent QA/QC reviews occur throughout:
- Existing Conditions
- Utility Coordination
- Hydraulic Modeling
- Environmental Documentation
- Benefit-Cost Analysis
- Construction Documents
- Cost Estimates
- Final Deliverables

This milestone-based review process significantly reduces review comments while improving constructability and document consistency.

Project Management

CED approaches project management as a continuous communication process.

Our Project Manager serves as the City's single point of contact while coordinating technical staff, utility companies, regulatory agencies, FEMA documentation, environmental specialists, and City stakeholders.

Project management includes:
- Kickoff Workshop
- Biweekly Progress Meetings
- Action Item Tracking
- Risk Register
- Schedule Monitoring
- Budget Tracking
- Agency Coordination
- Internal QA/QC Reviews

This structured approach allows issues to be resolved proactively while maintaining the aggressive six-month delivery schedule required by the RFQ.

Technology & Innovation

CED utilizes industry-leading engineering technologies to improve design accuracy, coordination, and project delivery.

Technical resources include:
- Autodesk Civil 3D
- InfoDrainage
- HEC-HMS
- HEC-RAS
- ArcGIS Pro
- FEMA BCA Toolkit
- AutoCAD
- LiDAR-based terrain modeling
- GIS asset integration
- Digital utility mapping

These tools improve model accuracy, facilitate interdisciplinary coordination, and provide the City with digital deliverables that support future infrastructure planning.

Our Commitment

CED understands that this project is not simply a drainage design assignment—it is a flood mitigation initiative that must successfully integrate engineering, environmental stewardship, FEMA compliance, funding requirements, utility coordination, and constructability into one comprehensive deliverable.

Our objective is to deliver a technically sound, environmentally responsible, fully coordinated, FEMA-compliant, and construction-ready project that reduces flood risk, improves public infrastructure resilience, and positions the City of Harlingen for successful implementation of this important investment.

1. Project Delivery **Roadmap**

Treasure Hills Boulevard Storm Sewer Improvements (Systems 008 & 018)

A clear, collaborate process from planning to construction-ready

Our proven roadmap integrate**s engineering excellence, regulatory compliance, and stakeholder collaboration** to deliver a FEMA-ready, constructible project. All on-time and within budget.

	PHASE	KEY ACTIVITIES	DELIVERABLES
1	**Project initiation & Data Collection**	–Kickoff meeting with City –Review previous studies –Master drainage plans –Collect existing data, GIS, LiDAR, FEMA maps, and records –Develop project management plan	–Kickoff meeting minutes –Project management Plan –Data Collection Summary –Project Schedule
2	**Field Investigation & Existing Conditions**	–Topographic & boundary survey –Field verify storm sewer infrastructure –Analyze existing drainage conditions	–Survey Data & Base Map –Existing Conditions Report –Infrastructure Inventory –Photo Documentation
3	**Utility Coordination & Conflict Analysis**	–Identify Utilities –Contact utility owners –SUE data review & conflict analysis –Develop conflict matrix	–Utility coordination plan –Utility conflict matrix –Utility Correspondence log –Recommended resolutions
4	**Hydrologic & Hydraulic Analysis**	–Develop H&H model (InfoDrainage) –Evaluate 1% & 0.2% AEP storms –Assess proposed improvements –Optimize system performance	–H&H model report –Existing vs. proposed results –Drainage Exhibits –Model files
5	**Cost-Benefit Analysis**	–Prepare FEMA BCA Toolkit documentations –Quantify avoided damages –Develop cost estimate inputs	–BCA report –BCA Toolkit Files –Supporting Calculations –Project Summary
6	**Environmental Compliance**	–EO 11968 compliance –SHPO coordination –Floodplain & floodway analysis (No-Rise) –Environmental documentations	–Environmental checklist –SHPO correspondence –Floodplain compliance documentation –Permit applications
7	**Preliminary Design (30% / 60%)**	–Develop preliminary layouts –Interdisciplinary coordinations –30% & 60% design reviews –Update cost estimate	–30% & 60% plan submittals –Review comment matrix –Updated cost estimates
8	**Final Design**	–Prepare PS&E –QA/QC Reviews –90% & 100% reviews –Final cost estimate	–90% Plan submittal –Review comment matrix –Updated cost estimate
9	**City & Agency Review**	–Submit to city for review –Address City comments –Submit to FEMA/TDEM (as required)	–City review responses –FEMA/TDEM submittal –Final approval PS&E
10	**Bidding Support & Construction Phase Services**	–Assist with bidding –respond to contractor RFI's –Review submittals –Field observations (if authorized)	–Bid assistance –RFI responses –Submittal reviews –Progress reports

OUR COMMITMENT TO THE CITY OF HARLINGEN

Flood Risk Reduction
Design solutions that reduce flooding and protect our community.

Federal Compliance Focused
FEMA & TDEM compliant deliverables for a funding-ready project.

Collaborative Partnership
Responsive communication and coordination at every step of the process.

Quality by Design
Rigorous QA/QC to deliver accurate, constructible plans.

On time. On budget.
Efficient management to meet the City's 6-month schedule.

2. Critical **Success Factors**

Treasure Hills Boulevard Storm Sewer Improvements (Systems 008 & 018)

Five focus areas that drive a successful, FEMA-ready project

Our focus on these five critical factors ensures a **safe, resilient, cost-effective project** that meets all regulatory and funding requirements.

		HOW WE DELIVER VALUE
1 **Effective Flood Mitigation**	The project must reduce flooding and improve system resiliency for the community.	–Data-driven H&H modeling –System optimization for maximum flood reduction –Designs that provide long-term performance
2 **FEMA & TDEM Compliance**	Meeting FEMA Region 6, TDEM, and federal requirements is essential for funding eligibility.	–Experienced with FEMA HMGP programs –Complete Benefit-Cost Analysis –Full environmental and historic preservation compliance –Documentation that satisfies Region 6 requirements
3 **Technical Excellence**	Sound engineering, constructability, and quality design minimize risk and costs.	–Robust H&H analysis and modeling –Constructability reviews at every phase –Proven design standards and details QA/QC and independent reviews
4 **Utility & Stakeholder Coordination**	Early coordination reduces conflicts, delays, and construction cost impacts.	–Early utility outreach and SUE review –Utility conflict matrix and tracking –Proactive solutions to avoid delays –Continuous coordination with City staff and agencies
5 **Accelerated Delivery**	The City's 6-month schedule demands efficient planning, discipline, and execution.	–Detailed project schedule and milestones –Responsive communication –Parallel processing of tasks –Experienced team with a record of on-time delivery

OUR COMMITMENT TO THE CITY OF HARLINGEN

Local presence and local commitment
A dedicated team with deep knowledge of the Rio Grande Valley

Responsive communication
Proactive, transparent communication throughout the project.

Safety & Quality
Designing for public safety and long-term infrastructure value.

Sustainable Solutions
Responsible designs that protect the environment and our community.

Maximum value
Cost-effective solutions that deliver measurable benefits.

3. Risk Management **Matrix**

Treasure Hills Boulevard Storm Sewer Improvements (Systems 008 & 018)

Identify Early. Mitigate Proactively. Deliver Successfully.

We identify potential risks early, assess their impact, and implement proven strategies to keep the project on schedule, within budget, and compliant with all requirements.

RISK	POTENTIAL IMPACT	PROBABILITY	IMPACT	MITIGATION STRATEGY	CED'S APPROACH
Floodway / No-Rise Compliance	Design revisions, permit delays, potential ineligibility for funding.	Medium	High	–Early floodplain analysis –Detailed hydraulic modeling –Coordinate with City Floodplain Administrator –Prepare No-Rise certification	*We analyze flood conditions early and design to ensure full compliance with floodplain requirements.*
FEMA / TDEM Documentation	Project delays, additional information requests, or funding denial.	Medium	High	–Experienced in FEMA HMGP –Early BCA development –Follow FEMA Region 6 templates –Internal QA/QC reviews	*Our staff has successfully delivered numerous FEMA-funded projects in the region.*
Utility Conflicts	Redesign, increased costs, schedule delays, construction issues.	High	High	–Early utility coordination & SUE review –Utility conflict matrix & tracking –Evaluate alternatives early –Continuously coordinate	*We engage utilities early and resolve conflicts before they impact design or construction.*
Environmental / Permitting	Permit delays, additional studies, potential impacts to schedule.	Medium	Medium	–Early environmental screening –SHPO coordination –Floodplain permits –Proactive agency communication	*Environmental tasks start early to avoid delays and keep the project on schedule.*
Benefit-Cost Analysis Acceptance	Additional analyses, documentation requests, or funding delays.	Medium	High	–Develop BCA concurrently –Use FEMA BCA Toolkit –Verify assumptions & data –QA/QC prior to submission	*We prepare complete, well-documented BCA packages that meet FEMA standards.*
Schedule Constraints (6-Month Delivery)	Incomplete deliverables, rushed reviews, quality risk.	Medium	High	–Detailed project schedule –Parallel task processing –Milestone tracking –Efficient internal reviews	*We manage the project proactively to meet the aggressive 6-month schedule.*
Quality / Constructability	Change orders, contractor RFIs, additional costs.	Low	High	–Milestone QA/QC reviews –Constructability reviews –Accurate quantity takeoffs –Clear, coordinated documents	*Quality is built into every step of our process to deliver constructible, complete documents.*

OUR COMMITMENT TO THE CITY OF HARLINGEN

Proactive Planning
We anticipate challenges and plan solutions early.

Continuous Monitoring
Risks are tracked and updated throughout the project.

Clear Communication
Open and timely communication with the City at every step.

Effective Mitigation
We implement proven strategies to minimize risk and impact.

Successful Delivery
Our goal is a safe, funded, and resilient project for Harlingen.

Tab B

Experience and Professional Qualifications of the Firm and Team

Colliers Engineering & Design

Organizational Chart

See resumes for Key Personnel on subsequent pages.

CITY OF HARLINGEN TEXAS



Principal in Charge
Chris Otto, PE, CFM



Project Manager
Guillermo Benavides, PE, ENV SP

Municipal Engineering

Carlos Fuentes, PE
Project Engineer

Vamshi Konduru, PE, PHP, CFM
Project Engineer - H&H Lead

Diana Hernandez-Videa, PE
Project Engineer - Utility Coordination

Chase Jinks, EIT
Engineer - PS&E

Support Services

Bobby Lehmann, PE
Geotechnical Engineering Lead

Ezra Urigwe
Environmental Lead

Kelsey Howard
Grants Manager

Geotechnical Engineering

Mark McClelland, PE
Project Engineer - Geotechnical

B2Z ENGINEERING

Land Surveying & SUE

Jim D. Walton, RPLS
Project Surveyor

Lane Lease, PE
Project Engineer - SUE

RODS SURVEYING & UTILITIES

Colliers Engineering & Design



Education
BS, Mechanical Engineering Technology, Texas A&M University

Professional Registrations
Professional Engineer (PE), Texas: No. 113172

Certified Floodplain Manager (CFM), Texas: No. 0752-05N

Professional Certifications
TxDOT Pre-Certified: 4.2.1, 8.1.1, 10.8.1, 11.1.1, 17.5.1, 18.3.1, 18.4.1, 18.6.1

Chris Otto, PE, CFM

Principal in Charge

Mr. Otto leads the Texas region for municipal services and is a subject matter expert on water, roadway, and drainage solutions for many of our projects. He boasts comprehension of HEC-RAS, dynamic storm sewer models, and dam breach analyses. Mr. Otto has experience working with the City of San Antonio, sitting on the advisory panel for the City of San Antonio's Atlas 14, assisting with development of grant applications for several municipalities, and more.

City Master Drainage Plan
Shavano Park, Texas

Texas Department of Rural Affairs (TDRA) Disaster Recovery Program: Hurricane Ike
San Antonio, TX

Bexar County DFIRM Review
San Antonio, Texas

COSA 2017 Bond - West Military Drive & Westmar Drive Area Drainage
San Antonio, TX

COSA 2017 Bond - West Military and Ingram Rd Connectors
San Antonio, TX

Mission del Lago CLOMR
San Antonio, Texas

Nortex Offsites - Commercial Collector Phase 1A
San Antonio, Texas

Low-Water Crossings
Shavano Park, Texas

Vance Jackson Low Water Crossing Improvements
San Antonio, Texas

City of Cibolo Floodplain Administrator
Cibolo, Texas

2005 Storm Water Bond and 2007-2012 Bond Program
San Antonio, TX

Ansley Boulevard Drainage #1091
San Antonio, Texas



Education
BS, Civil Engineering, Escuela Colombiana de Ingeniería, Bogotá Colombia, 1989

Professional Registrations
Professional Engineer (PE), Texas: No. 112686

Colombia Professional Licensed Engineer No. 25202-33138-CND

Professional Certifications
Certified Envision Sustainability Professional No. 42717

Guillermo Benavides, PE, ENV SP

Project Manager

Mr. Benavides has over 30 years' experience in engineering and construction, business administration, project management, civil, transportation, and structural engineering. He has experience developing schematics, plan, specification, and cost estimating (PS&E), construction management and construction inspection services for major projects in public infrastructure, private development, and energy industry. He has experience in the Greater Houston Area including roadway paving and drainage Improvements, sidewalk, hiking, and biking programs, and water and wastewater improvements.

Drainage Improvements in Ashford Forest, Nottingham Forest and Memorial Drive Acres
City of Houston, Harris County, TX

Gessner/Warrenton Relief Storm Sewer
City of Houston, Harris County, TX

City of College Station Sidewalks and Shared Use Paths
College Station, TX

City of Bryan – Share Use Path
Bryan, TX

General Engineering Services
Clear Lake Shores, TX

East Municipal Parking Lot Design
Clear Lake Shores, TX

Master Development Plan
Laredo, TX

Bryan Road Paving & Drainage Improvements
Fort Bend County, TX

Greenbusch Road Paving and Drainage Improvements
Fort Bend County, TX

City of Houston Bikeway Program - TMC/PG/Galleria Bikeway (Phase 2)
City of Houston, Harris County, TX

Lorraine Paving and Drainage Improvements
City of Houston, Harris County, TX



Education

MS Civil Engineering, New Jersey Institute of Technology, 2007

BS Civil Engineering, New Jersey Institute of Technology, 2004

Professional Registrations

Professional Engineer (PE), Texas No. 151041, New Jersey No. 24GE04900400

Certified Municipal Engineer (CME), New Jersey

Carlos Fuentes, PE, CME

Project Engineer

Mr. Fuentes has nearly two decades of experience in land development and municipal services. He is well-versed in standard engineering practices for a variety of project types, including retail, commercial, residential, and municipal capital improvements. He has working knowledge of state, county, and municipal regulations and standards as well as thorough knowledge of the land development process. Mr. Fuentes is proficient in technical software including AutoCAD Civil 3D, HydroCAD, and Hydraflow Storm Sewers. He is highly effective in managing and coordinating all facets of land development and municipal services independently or as part of a team.

SE Legacy – Talise Development, Phase IB
Laredo, TX

East Municipal Parking Lot
Clear Lake Shores, TX

MS4 General Permit Renewal – City of Clear Lake Shores
Clear Lake Shores, TX

MS4 General Permit Renewal – City of Cibolo
Cibolo, TX

State Highway 534 Loop Improvements – Windridge Development
Kerrville, TX

State Highway 211 Improvements – Landon Ridge
San Antonio, TX

Kerrigan Avenue Road Improvements
Union City, NJ | Project Engineer

Palisade Avenue Road Improvements – Phase I
Union City, NJ | Senior Project Engineer

Prospect Avenue Road Improvements
Plainfield, NJ | Assistant Project Manager



Education

BS, Civil Engineering, Osmania University

MS, Civil Engineering, University of Memphis

Professional Registrations

Professional Engineer (PE), Texas: No. 122082

Certified Floodplain Manager (CFM), Texas: No. 2018-10N

American Institute of Hydrology (15-H-7016)

GIS Certification Institute (91536)

Vamshi Konduru, PE, PH, CFM, GISP

Project Engineer – H&H

Mr. Konduru has over 20 years of experience in leading municipal and private stormwater/flood studies that include CLOMR/LOMR, SWMP, MDP, Channel Design, Erosion Control, Bridge/Culverts, plan-review, dam breach and EAPs. He has a strong knowledge and understanding of various drainage codes for City of San Antonio, City of Austin, City of New Braunfels, City of San Marcos, Bexar, Comal and Guadalupe Counties, San Antonio River Authority guidelines, Harris County Flood Control District guidelines and the TxDOT Design Criteria Manual. He has expert level expertise in drainage analysis and design and specializes in GIS based automation and advanced computer models.

Northfield Place Phase II Drainage Analysis and Storm Sewer System Modeling and Integration
Harris County, TX

MAAPNext Mapping and RiskMAP Product Development Guidance, Harris County Flood Control District (HCFCD)
Harris County, TX

CLOMR: Sapphire Grove Subdivision
Bexar County, TX

LOMR: Loop 410 Military West Crossing
City of San Antonio, Bexar County, TX

CLOMR: West Ridge Subdivision
Medina County / City of San Antonio ETJ, TX

Upper San Antonio River Watershed Restudy, Lower Cibolo Watershed Floodplain Modeling and Mapping, Lower San Antonio River Watershed Modeling and Review
San Antonio, TX

Drainage Design for Orange Line Light Rail Metro
Austin, TX

Drainage Area Master Plan Update
New Braunfels, TX

US-77 Feasibility to Improve Roadway and Associated Infrastructure to Interstate Standards
Refugio County, TX



Education
MEng, Civil Engineering, University of Texas at Arlington, 2023

BS, General Engineering, Abilene Christian University, 2019

Professional Registrations
Professional Engineer (PE), Texas: No. 155475

Diana Hernandez-Videa, PE

Project Engineer

Diana Hernandez Videa, PE brings a wealth of experience delivering impactful drainage and detention solutions. She excels at conducting comprehensive analysis, earthwork calculations, and construction plan development. Ms. Hernandez Videa's skills also encompass critical review and validation of infrastructure repairs. With a knack for creating practical engineering solutions to improve communities, Ms. Hernandez Videa consistently elevates projects through her expertise and commitment.

Repairs Verification and Validation Project - Harris County Flood Control District (HCFCD)
Houston, TX

Kleb Woods Basin - Little Cypress Creek
Houston, TX

Lake Arthur Drive Detention Basin
Port Arthur, TX

East Municipal Parking Lot Design
Clear Lake Shores, TX

Infrastructure for Multifamily Housing – Talise Development, Phase 1B
Laredo, TX

MS4 General Permit Renewal
Clear Lake Shores, TX

MS4 General Permit Renewal
Cibolo, TX

General Engineering Services
Clear Lake Shores, TX



Education
BS Civil Engineering, University of Houston, 2021

BS Geophysics, University of Houston, 2014

Professional Registrations
Engineer-in-Training (EIT), Texas: No. 78913

Affiliations & Memberships
American Society of Civil Engineers, Member

Chase Jinks, EIT

Engineer - H&H

Chase Jinks is a dedicated EIT with over three years of specialized experience in water and wastewater systems design and management. Proficient in both technical design and practical implementation, Mr. Jinks excels in assembling contract documents, performing complex calculations for water and wastewater plants, and conducting thorough annual inspections across various districts. His expertise extends to construction oversight, where he effectively manages on-site field meetings, reviews submittals, and supervises field testing. Mr. Jinks combines analytical acumen with hands-on engineering knowledge to develop efficient, compliant water/wastewater infrastructure solutions.

East Municipal Parking Lot
Clear Lake Shores, TX | Senior Engineer | 2024

HCMUD 172 – WP Improvements
Harris County, TX | Design Engineer

Brazoria County MUD 31 – Water Well Nos. 1 and 2 Reworks
Brazoria County, TX | Design Engineer

Barker Cypress MUD 3 – Water Well #3 Rework
Harris County, TX | Design Engineer

Eight Water Plant Annual Inspections
Harris, Fort Bend, and Waller Counties, TX | Lead and Secondary Inspector

Willow Point MUD – WP #1 Expansion Phase III
Fort Bend and Waller Counties, TX | Design Engineer

City of Mont Belvieu – Cotton Bayou WWTP Expansion
Mont Belvieu, TX | Design Engineer Support Staff

Harris-Waller Counties MUD 4 – Sunterra Lift Station #5
Harris and Waller Counties, Texas | Design Engineer



Education
MS Civil Engineering (Geotechnical), The University of Texas at San Antonio

BS Civil Engineering (Geotechnical), The University of Texas at San Antonio

Professional Registrations
Engineer in Training (EIT), Texas: No. 72971

Professional Certifications
OSHA 10 Hr Certification

Bobby Lehmann, MCE, EIT

Geotechnical Engineering Lead

Mr. Lehmann is a geotechnical engineer with over eight years of experience in geotechnical and foundation engineering. He currently serves as a Geotechnical Project Engineer and is responsible for our geotechnical services in the state of Texas. Mr. Lehmann's experience includes planning geotechnical subsurface explorations and soil laboratory and field-testing programs, preparation and review of engineering proposals, engineering calculations, geotechnical recommendation reports, specifications, and design details for several types of projects.

Reconstruction of Westminster Street
City of Kerrville, Kerr County, TX

IH – 10 Expansion
City of Sealy, Austin County, TX

US 183 Expansion
City of Austin, Travis County, TX

Anne Frank Elementary School Expansion
City of San Antonio, Bexar County, TX

Car Condominiums
San Antonio, Bexar County, TX



Education
BS in Geosciences, University of Texas at San Antonio

Professional Certifications
OSHA HAZWOPER 40-HR Training

OSHA 10-HR Construction Safety

SSL/PM Site Safety Leader / Project Manager Training

Affiliations & Memberships
American Institute of Petroleum Geologists (AIPG)

Association of Environmental and Engineering Geologists (AEG)

American Society of Professional Engineers (ASCE)

Ezra Urigwe

Environmental Lead

Mr. Urigwe has a background in Geological Sciences with a specialization in Hydrology received from the University of Texas at San Antonio. Mr. Urigwe has collaborated with the environmental team on a number of projects including Geologic Assessments, Karst Feature Evaluations, Endangered Species & Habitat Surveys, Soil Sampling, and Phase I and Phase II Environmental Site Assessments in Texas, New Mexico, Tennessee, Virginia, Nebraska, and Oklahoma. To aid in visualizing the data for these projects, Mr. Urigwe has produced several exhibits in ArcGIS and AutoCAD in conjunction with professional geologists and engineers. In addition, he has technical competence in modeling, mapping, and analytical software including MATLAB, PSS/E, and Surfer. Post-graduate, Mr. Urigwe aims to enhance his capabilities with study in the fields of Sustainable Development and Geo-environmental Engineering.

Endangered Species/Habitat Surveys
Various, Texas

Karst Feature Evaluations
Various, Texas

Phase II Environmental Site Assessments
Various, Texas

Phase I Environmental Site Assessments
Various, Texas

Geologic Assessments
Various, Texas

Groundwater Availability Study



Education
BA Political Science, University of Vermont, 2013

Grant Writing USA Workshop

Grant Management USA Workshops

Professional Registrations
Grant Professionals Association

Kelsey Howard
Grants Manager

Ms. Howard manages the preparation of grant and loan applications and the administration of awards for Colliers Engineering & Design. She communicates with funding program representatives on behalf of our clients, reviews program guidelines, and ensures that complete, competitive applications are submitted.

Ms. Howard has helped secure over $139 million for clients' projects, working with over 70 towns, counties, utility authorities and others. In 2021 alone, over $9.9 million was awarded for projects like water main relining and lead line replacement, public library renovations and additions, roadway reconstruction, bicycle sharrow treatments, streetscape corridor improvements, and park and recreation projects like skateparks, playgrounds, and pickleball courts. Some other projects previously funded include sanitary sewer improvements, ballfields, ADA facility upgrades, traffic signal optimization, and historic restoration and rehabilitation to carousels, monuments, train stations, and coast guard stations.



Education
Bachelor of Science in Civil Engineering (BSCE), The University of Texas at Austin

Professional Registrations
Professional Engineer (PE), Texas: No. 60710

TxDOT Pre-Certifications
5.2.1, 14.2.1, 5.3.1, 14.3.1, 10.5.1 14.4.1, 14.1.1, 14.5.1

B2Z ENGINEERING

Mark McClelland, PE
Project Engineer - Geotechnical

Mr. McClelland has 43 years of experience (29 years directly with TxDOT) in all aspects of Geotechnical Engineering. Most of his career was spent working in, and ultimately managing, the TxDOT Bridge Division Geotechnical Branch. He oversaw the update of the Geotechnical Manual, wrote all foundation and retaining wall Standard Specifications for the 2004 Spec Book, and oversaw the development of all current foundation and retaining wall design processes currently in use by TxDOT. He developed and oversaw the TxDOT Scour Management Program, and the program to manage structures on unknown foundations.

City of McAllen On-Call CMT & Geotechnical
McAllen, TX

B2Z was contracted to provide on-call Construction Materials Testing (CMT) and Geotechnical Engineering services to support a variety of public infrastructure projects. Under this contract, B2Z performs field and laboratory testing of soils, concrete, asphalt, and other construction materials, as well as geotechnical investigations to evaluate subsurface conditions. These services ensure compliance with project specifications, enhance construction quality, and support the City's efforts to deliver safe, durable, and cost-effective infrastructure improvements.



Education
Texas A&M University Corpus Christi

Professional Registrations

Registered Professional Land Surveyor (RPLS) Texas No. 5889

Professional Certifications
TxDOT Pre-certified: 15.1.1, 15.2.1, 15.2.2, 15.3.2, 15.3.3, 15.3.4, 15.3.5

RODS SURVEYING & UTILITIES

Jim D. Walton, RPLS

Project Surveyor

Mr. Walton brings over three decades of comprehensive experience in land surveying, encompassing ALTA land title surveys, standard boundary surveys, topographic design surveys, as-built surveys, and right-of-way acquisition surveys. His technical expertise also extends to the establishment of horizontal and vertical control for both terrestrial and aerial surveying applications. Mr. Walton is proficient in a range of advanced software platforms, including MicroStation Bentley GeoPAK Survey and Trimble Business Center, which he leverages for survey control data processing and mapping. A valued member of RODS for more than 18 years, Mr. Walton oversees the management and coordination of survey operations that support control networks and deliverables across the firm's corporate and satellite offices. His role includes active engagement in the terrestrial laser scanning department, as well as client communication and proposal development, ensuring alignment of scope, quality, and deliverables.

City of Eagle Pass Camino Real International Bridge Roadway Reconfiguration & Improvements Project

TXDOT Pharr Contract 36-5IDP5166 US 281 in Various Counties

CCRMA WA 1 to CCRMA WA 4 SH 550 from Station 1195-75.00 to 1325+00.00, 3.2 miles +/-

CCRMA WA 2 to CCRMA WA 32

City of Houston WBS No. S-000900-0173-3, SWTP Orem Rd Easement Parcels Fuqua Extension

City of Houston WBS No. M-420126-0124-3, 4203 Hershe St Drainage and Pavement Improvements



Education
BS, Civil Engineering, University of Iowa, 2001

Professional Registrations

Professional Engineer (PE) Texas No. 98546, Oklahoma No. 23309

Professional Affiliations
American Society of Civil Engineers

Texas Floodplain Management Association

Professional Certifications
TxDOT Pre-certified: 18.2.1, 18.3.1, 18.4.1, 18.5.1

RODS SURVEYING & UTILITIES

Lane Lease, PE

Project Engineer - SUE

Lane brings 25 years of expertise in urban and rural transportation infrastructure, with a strong specialization in utility engineering. He navigates all four quality levels of SUE, ensuring precise utility mapping and efficient infrastructure design. His expertise extends to hydrologic studies and flood mitigation design, where he analyzes developments for FEMA compliance and engineering detention and mitigation solutions for roadway improvement projects. Lane has a proven track record in drainage infrastructure projects for Harris County, managing the intricacies of drainage engineering and utility coordination for large-scale flood mitigation efforts. His commitment to regulatory compliance, efficiency, and minimizing project delays underscores his dedication to advancing infrastructure development with precision and impact.

HCFCD C147 Channel Improvements, Harris County, TX

HCFCD Red Bluff Regional Detention Basin (C-07), B509-04-00-E001, Harris County

HCFCD M500-10-00-E001 Boudreaux Stormwater Detention, Harris County, TX

HCFCD F-45 Q134-00-00-E001, Harris County, TX

HCFCD Armand Bayou at Red Bluff, Harris County, TX

HCFCD Unit P118-00-E001 Watershed Detention Basins and Channel Improvements – Halls Bayou – PCT 2 - Harris County, TX

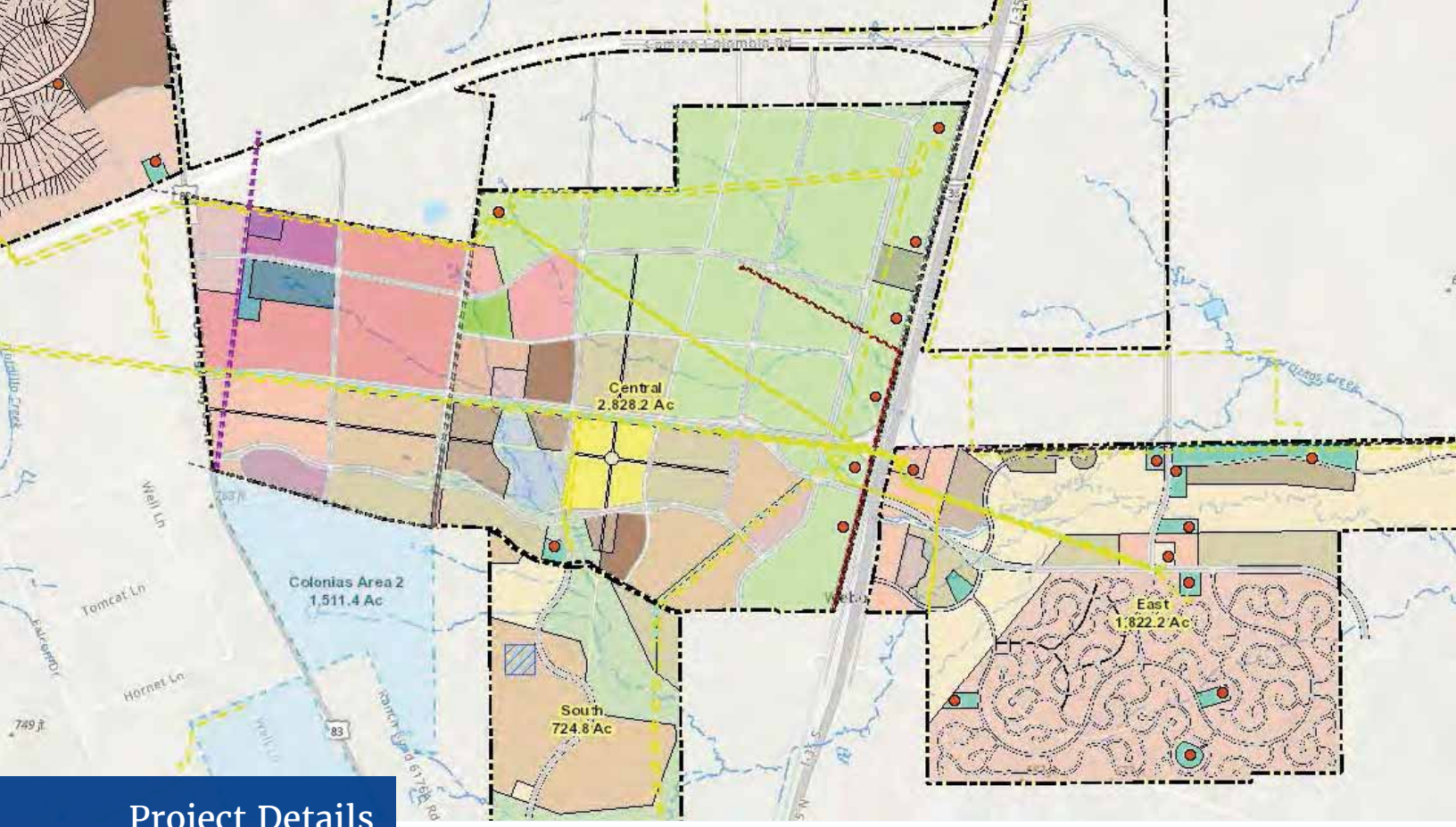
HCFCD Channel B-104-050-00 54" Waterline at Grayson, Harris County, TX

HCFCD F212 Channel Conveyance Improvements F212-00-00-C001 (F-98), Harris County, TX

Tab C

Firm Capability and Past **Experience**

Colliers Engineering & Design



Project Details

SE Legacy

Webb County, Texas

Client

Legacy Municipal Management District

Contact

Completion Date

On-going

Services

Transportation Planning, Traffic Engineering, Highway and Interchange Design Signal Design

Involved Teammates

Chris Otto, PE, CFM
Guillermo Benavides, PE, ENV SP
Carlos Fuentes, PE, CME
Diana Hernandez-Videa, PE
Chase Jinks, EIT

The 13,000-acre Legacy Municipal Management District (LMMD) is located in Webb County, north of Laredo and major USA-Mexico trade ports at I-35, SH-255 and the Future Ports-To-Plains I-27 (US 83) corridor. The master-planned community will include industrial, residential, commercial, offices, schools, and a town center.

Colliers Engineering & Design is establishing the Transportation Master Plan, which includes traffic assessments for facilities, thoroughfare classification, and relationships between streetscapes and adjacent land uses. The plan evaluates local and regional improvements, with roadway cross-sections including multiway boulevard, principal arterial, minor arterial, collector and local street types. CED identifies street sizing and classification using traffic projections from vehicular counts, ITE Trip Generation Manual, and provided daily/peak hour volumes.

The plan analyzes multiple gravity models, trip distributions and over 100 intersections, including capacity, signal warrants, intersection control and safety assessments. It involves collaboration with stakeholders: Legacy Municipal Management District, Legacy Water Supply Corporation, Webb County, City of Laredo, Laredo Regional Mobility Authority, Laredo & Webb County Area MPO, TxDOT, Property Owners and Developers. The plan reviews current, 2030 and 2050 conditions with multiple street configurations. CED coordinates TxDOT permitting and Municipal Advanced Funding Agreement.



Project Details

West Military and Westmar Area Drainage

San Antonio, TX

Owner

City of San Antonio
Rolando Lerma, Jr., PE
Engineering Programs Manager
114 W. Commerce St., Fl 6, San Antonio, TX 78205
210 207 8022
rolando.lerma@sanantonio.gov

Completion Date

2022

Colliers Engineering & Design designed a complete reconstruction (including the addition of a storm drain system) of West Military Drive (a secondary arterial) and of several local streets within the adjacent neighborhood, in order to provide flooding relief. The roadway design included curbs, sidewalks, and driveway approaches. The drainage design included an open earthen channel combined with a storm sewer ranging from 24" RCP to a 7'x6' SBC. CED used XPStorm software for the proposed conditions hydraulic analysis. Through a pre-project analysis, we determined the original conceptual plan (designed by others) overcomplicated the best solution. We reduced the project scope to fit the allocated funding, and successfully achieved project goals.

West Military and West Ingram Road Connectors

San Antonio, TX

Owner

City of San Antonio
Rolando Lerma, Jr., PE
Engineering Programs Manager
114 W. Commerce St., Fl 6, San Antonio, TX 78205
210 207 8022
rolando.lerma@sanantonio.gov

Completion Date

2022

This City of San Antonio Bond project called for the extensions of W. Military and Ingram Road to intersect on an unimproved 97-acre tract near the National Security Administration building on Potranco Road. To reduce traffic congestion on Richland Hills Drive, the City collaborated with the developer of the tract to construct the extensions. To achieve both the City and developer's goals, Colliers Engineering & Design designed arterials for a Transit Oriented Development, focusing on pedestrian traffic. We designed the geometry of the roadway to provide visual cues (horizontal bends, building placement, trees, etc.), making slower travel speeds comfortable for drivers and pedestrians alike. The design also included bike lanes, 15-foot sidewalks, on-street parking, and utility relocations/extensions. we coordinated extensively with utility purveyors for water, sewer, gas, duct banks, and telecommunications. Additionally, we provided design and construction phase services for this project.



Project Details

Street Maintenance Plan

Shavano Park, Texas

Owner
City of Shavano Park, Texas
Bill Hill
City Manager
900 Saddletree Ct., Shavano Park, TX 78231
210 493 3478
citymanager@shavanopark.org

Year
2024

Our team analyzed four distinct maintenance strategies for the City's proposed Street Maintenance Program. These alternatives included full reconstruction, full-depth reclamation of the existing base, a 2" mill and overlay, and crack sealing. In addition, we prepared a prioritized list of projects by considering factors such as pavement condition index, traffic volume, emergency access, cost, and overall community benefit. The street designs were tailored to match the existing widths and elevations wherever possible to minimize construction costs. Construction documents were delivered in phases to facilitate City input, and we coordinated utility conflicts using a matrix of alternatives.

We presented the various options to both the Planning and Zoning Committee and the City Council, highlighting the advantages and trade-offs of each approach. Based on the feedback, the City Council opted for full street reconstruction with the addition of ribbon curbs to extend the lifespan of approximately 30,000 feet of roadway.

Low Water Crossings

Shavano Park, Texas

Owner
City of Shavano Park, Texas
Bill Hill
City Manager
900 Saddletree Ct., Shavano Park, TX 78231
210 493 3478
citymanager@shavanopark.org

Year
2023

There was extensive flooding at the convergence of two driveways at the low point, adjacent to an additional driveway, on Chimney Rock Lane in Shavano Park, Texas. As a part of an on-call contract with the City of Shavano Park, CollersEngineering & Design was tasked with upgrading two low water crossings (LWCs)to all water crossings (AWCs). The existing site posed challenges to the implementation because the driveways converged at the natural low point onsite, and the team had to maintain access to each driveway during construction. The team successfully implemented a survey, hydraulics analysis, and construction documents, alleviating congestion related to the original site by including a driveway culvert and connected outfall grate. We successfully implemented an AWC to provide safe access to residents' homes.

REFERENCE FORM

The following information shall be required to accompany all bid submittals.

1. Local company's business name and business information.

Company name: Colliers Engineering & Design, Inc.

Address: 13501 Katy Freeway, Suite 1350 | Houston, TX 77079

Contact Person: Chris Otto, PE, CFM | Principal in Charge

Office Phone #: 877 627 3772 Mobile #: 210 897 9645

Email Address: chris.otto@collierseng.com

2. Your Corporate Company's name and business information.

Corporate name: Colliers Engineering & Design, Inc.

Address: 101 Crawfords Corner Road, Suite 3400 |Holmdel, NJ 07733

Office Phone #: 877 627 3772 Mobile #: 210 897 9645

Email Address: chris.otto@collierseng.com

3. Does your company participate in Cooperative Contract Pricing? YES / NO (select below)

X BuyBoard (TASB) ___ H-GAC ___ Choice Partners ___ GSA ___ ASC
___ OMNIA Partners ___ TXMAS ___ Sourcewell ___ TIPS ___ TCI
___ TXSmartBuy ___ TXDIR ___ Other: _____

CO-OP Contract #: _____ Effective Dates: _____ to _____

4. A minimum of 3 references (local preferred).

	Company Name	Contact Name	Phone	Email
1.	The City of Weslaco	Peter Hermida	956 968 3181	phermida@weslacotx.gov
2.	Talise - SE Legacy	Dick McNary	210 545 0008	dmcnary@projectcontrol.com
3.	The City of San Antonio	Rolando Lerma, Jr., PE	210 207 8022	rolando.lerma@sanantonio.gov

5. Municipal projects (local preferred):

	Municipality Name	Project Name	Amount	Completion Date
1.	The City of San Antonio	West Military & Westmar Area Drainage	$10.4M	April 1, 2022

Contact Name, Phone, Email: Rolando Lerma, Jr., PE | 210 207 8022 | rolando.lerma@sanantonio.gov

2. The City of Shavano Park | Low Water Crossings | $1.2M | March 8, 2023

Contact Name, Phone, Email: Bill Hill | 210 493 3478 | citymanager@shavanopark.org

3. The City of Texas City | PER for Shoal Point | $467,409 | August 1, 2025 - Current

Contact Name, Phone, Email: Kristin Edwards | 409 643 5919 | kedwards@texascitytx.gov

4. The City of Clear Lake Shores | Municipal Parking Lot | $75,471 | January 28, 2025

Contact Name, Phone, Email: Michael W. Kramm | 281 595 1894 | mkramm@clearlakeshores-tx.gov

5. The City of Bastrop | HWY 71 Sewer Bursting Project | $75,471 | January 28, 2025

Contact Name, Phone, Email: Sylvia Carrillo | 512 332 8800 | scarrillo@cityofbastrop.org

BUSINESS DATA CERTIFICATION

Name of Firm: Colliers Engineering & Design, Inc.

Address: 13501 Katy Freeway, Suite 1350 | Houston, TX 77079

Number of Years in contracting business under present name: 6 years

Type of work performed by your firm: Professional Engineering Services (Consulting)

Have you ever failed to complete any work awarded to you? (Y/N) N

Have you ever defaulted on a contract? (Y/N) N

He/She certifies that:

(a) The legal name and the business address of the undersigned are:

Colliers Engineering & Design, Inc.

101 Crawfords Corner Road, Suite 3400 | Holmdel, NJ 07733

(b) The undersigned is : **(Circle One)**

A Single Proprietorship (A) Corporation organized in the State of NJ

A Partnership Other Organization_____

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
Kevin L. Haney, PE	Chief Executive Officer	101 Crawfords Corner Road, Suite 3400 | Holmdel, NJ 07733
Leonardo E. Ponzio, PLS	Chief Revenue Officer	101 Crawfords Corner Road, Suite 3400 | Holmdel, NJ 07733
Jennie Muscarella, Esq.	Chief Strategy Officer	101 Crawfords Corner Road, Suite 3400 | Holmdel, NJ 07733
Joseph A. Dopico, PE	Chief Operating Officer	101 Crawfords Corner Road, Suite 3400 | Holmdel, NJ 07733

(d) The name and addresses of all other persons having a substantial interest in the undersigned, and the nature of the interest are:

NAME	ADDRESS	NATURE OF INTEREST
N/A		

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are:

NAME	ADDRESS	TRADE CLASSIFICATION

N/A		

Chris Otto, PE, CFM
NAME OF AUTHORIZED REPRESENTATIVE (printed)



SIGNATURE OF AUTHORIZED REPRESENTATIVE

July 14, 2016
DATE

27

Tab D

Familiarity with Applicable Rules and Regulations

Colliers Engineering & Design

Local Area Experience

Experience with Harlingen & Past Performance

CED's expertise spans multiple engineering disciplines, enabling our team to provide comprehensive, multidisciplinary solutions to complex infrastructure challenges. Our professionals combine local knowledge with statewide experience to develop practical, resilient, and cost-effective improvements that align with each client's goals. This collaborative approach allows us to proactively identify challenges, streamline project delivery, and develop designs that minimize impacts to the public while maximizing long-term performance.

The team proposed for this task has extensive experience working with municipalities, counties, drainage districts, utility providers, and state agencies throughout South Texas. This experience provides the City of Harlingen with a team that understands the regulatory environment, permitting processes, stakeholder expectations, and infrastructure challenges unique to the Lower Rio Grande Valley. CED's familiarity with regional drainage patterns, roadway systems, utility networks, and local development practices enables our team to efficiently advance projects from planning through construction while maintaining compliance with applicable local, state, and federal requirements.

Our Personnel's Experience and Relationships with Public Organizations

CED's project team has successfully completed numerous public infrastructure projects for cities, counties, drainage districts, and transportation agencies throughout Texas. These projects have established a strong understanding of municipal procurement procedures, public agency review processes, design standards, and construction administration requirements. Our staff routinely coordinate with city engineering departments, public works staff, utility providers, regulatory agencies, and elected officials to keep projects moving efficiently while maintaining open communication throughout each phase of design.

Involvement with the Public and Other Stakeholders

CED recognizes that successful public infrastructure projects require meaningful communication with residents, businesses, utility providers, regulatory agencies, and other project stakeholders. Our team develops communication strategies that provide timely, transparent, and accurate information throughout project development while encouraging stakeholder participation during critical project milestones.

Our public involvement approach focuses on three primary objectives:

- Regulatory Compliance: Presenting technical requirements, permitting constraints, and design decisions in a manner that is understandable to the public while ensuring compliance with City of Harlingen ordinances, applicable state regulations, and funding agency requirements.
- Technical Transparency: Clearly communicating engineering findings, drainage analyses, design alternatives, and construction impacts to build confidence and maintain stakeholder trust throughout the project.
- Budget Stewardship: Developing practical, cost-effective engineering solutions that maximize available funding, minimize future maintenance costs, and prioritize improvements based on project needs and available resources.

CED understands that public projects often operate under constrained budgets and schedules. Our team works collaboratively with City staff to evaluate alternatives, identify value engineering opportunities, and make informed decisions that provide the greatest long-term benefit to the community.

Experience with Private and Public Utilities

Successful utility coordination is critical to maintaining project schedules and minimizing construction conflicts. CED has extensive experience coordinating with both public and private utility owners throughout Texas and understands that early identification and resolution of utility

conflicts reduces project risk and costly redesign during construction.

Our utility coordination process begins during project initiation through collection and review of available utility records, field verification, utility quality level investigations when appropriate, and continuous communication with utility owners throughout design. Dedicated team members are responsible for identifying potential conflicts, coordinating relocation schedules, obtaining utility comments, incorporating utility requirements into the design documents, and securing permits or approvals as necessary.

For City of Harlingen projects, CED will coordinate with the City's Utilities Department and Public Works Department, as well as franchise utility providers including water, wastewater, storm sewer, electric, natural gas, telecommunications, and fiber providers. Where roadway improvements occur within state highway rights-of-way or intersect TxDOT facilities, our team will also coordinate with the Texas Department of Transportation to ensure utility relocations, access requirements, traffic control, and construction activities comply with applicable TxDOT policies and permitting requirements.

Experience with Harlingen's Design Standards

CED understands that successful municipal infrastructure projects require more than sound engineering—they require strict adherence to the City of Harlingen's Engineering Design Standards, Standard Construction Details, development ordinances, drainage criteria, utility requirements, and review procedures. Our team develops project-specific quality management procedures that ensure each phase of design is prepared in accordance with the City's requirements while incorporating all applicable state and federal regulations.

As Project Manager, will be responsible for ensuring all engineering services are performed in accordance with the City of Harlingen's Engineering Design Standards and applicable regulatory requirements. From project initiation through final design, he will establish project-specific design criteria, confirm the use of the latest City standards and standard details, coordinate with City Engineering staff to resolve interpretation questions, and oversee interdisciplinary quality control reviews prior to every submittal.

CED's design approach emphasizes compliance with the City's requirements for roadway geometry, drainage design, storm sewer systems, sidewalks and ADA accessibility, utility placement, pavement sections, signing and pavement markings, erosion and sediment control, construction sequencing, and preparation of complete bid-ready construction documents. Our internal QA/QC process verifies that design calculations, plan sets, technical specifications, and engineer's estimates remain consistent with City standards before submission.

Where projects impact state-maintained facilities or require work within TxDOT right-of-way, CED will integrate applicable TxDOT design criteria, Standard Specifications, Standard Sheets, Hydraulic Design Manual, Roadway Design Manual, and permitting requirements into the design process. Our team understands the importance of coordinating early with the TxDOT Pharr District to address access management, drainage outfalls, traffic control, utility crossings, and construction phasing to prevent delays during review and permitting.

Because municipal projects often involve numerous utility owners, CED also incorporates utility coordination as an integral component of design rather than a separate task. Our team will coordinate with the City of Harlingen Utilities Department, franchise utility providers, irrigation and drainage entities, telecommunications companies, and other affected stakeholders to verify existing facilities, identify conflicts, obtain utility approvals, and develop practical relocation strategies before final design. This proactive coordination minimizes change orders, reduces construction risk, and helps maintain project schedules.

Throughout the project, CED will maintain continuous communication with the City's Engineering Department to confirm design assumptions, review milestone submittals, and promptly address comments. Our objective is to deliver construction documents that are fully coordinated, technically sound, and substantially compliant upon first

review, reducing review cycles and positioning the City for a successful bidding and construction phase.

Sub consultant Experience

B2Z Engineering

B2Z Engineering, LLC (B2Z) is a licensed (TBPE #F-11187) engineering firm established in 2009 with offices located in Mission, Brownsville, Seguin, Austin, and Houston. B2Z has extensive experience in a multitude of disciplines, including geotechnical engineering and materials testing, general civil engineering, bridge and structural engineering, transportation planning, drainage, as well as construction management and administration. Our team was constructed with the main goal of providing our clients with the highest level of service and the necessary resources to ensure the successful completion of projects. B2Z is certified as DBE, MBE, WBE, SBA 8(a), HUB, WOSB, and SBE.



B2Z has a proven track record of providing quality geotechnical engineering services for a variety of projects, including standard transportation facilities (bridge foundations, retaining walls, embankments, and pavements), commercial developments (large scale slab, footing, mat, and slab on ground foundations), and specialty projects (temporary special shoring design, soil nail wall analysis, and design). B2Z was recently selected and ranked number one on the TxDOT Bridge Division Geotechnical solicitation. B2Z was also selected and ranked number one for TxDOT Complex Geotechnical Services statewide.

B2Z owns and operates 4 in-house drilling rigs and has geotechnical and CMT laboratory facilities in Mission, Brownsville, Seguin, Austin, and Houston (B2Z is an AASHTO Accredited, A2LA Accredited, USACE certified, and TxDOT Certified Laboratory). Owning and managing our drilling and laboratory testing operations allows us to effectively meet deadlines by managing our resources.

B2Z has varied and extensive experience drilling throughout Texas. Our recent drilling and testing projects are located across the state, encompassing Dallas, Fort Worth, Waco, El Paso, Houston, Austin, Laredo, Beaumont, Childress, and throughout the Rio Grande Valley.

The staff at B2Z collectively has over 200 years of TxDOT experience with delivering a quality product on time, under budget, and to client satisfaction. Our team understands the importance of geotechnical investigation to make project decisions.

Appendix

Forms

Colliers Engineering & Design

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

Colliers Engineering & Design, Inc.

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

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

N/A

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7 Chris Otto, PE, CFM

Signature of vendor doing business with the governmental entity

July 14, 2026

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

Bidder Registration Information

IF YOUR COMPANY IS INTERESTED IN PARTICIPATING, PLEASE EMAIL THE REGISTRATION INFORMATION BELOW TO PURCHASING@HARLINGENTX.GOV TO REQUEST A BID PACKET.	
Company Name:	Colliers Engineering & Design, Inc.
Company Address:	13501 Katy Freeway, Suite 1350 | Houston, TX 77079
Phone #:	877 627 3772
Fax#:	N/A
Contact Person Name(s):	Chris Otto, PE, CFM | Principal in Charge
Email Address(s):	chris.otto@collierseng.com
HUB Certified (Yes/No):	No
HUB Certification#:	N/A

COLLIER-01 CMURPHY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/23/2026

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

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

PRODUCER	CONTACT NAME:	
Ames & Gough 859 Willard Street Suite 320 Quincy, MA 02169	PHONE (A/C, No, Ext): (617) 328-6555	FAX (A/C, No): (617) 328-6888
	E-MAIL ADDRESS: boston@amesgough.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : LLoyds of London/HCC (A-XV)	
INSURED Colliers Engineering & Design, Inc. 101 Crawfords Corner, Suite 3400 Holmdel, NJ 07733	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liab			RLUSP2600054	2/25/2026	2/25/2027	Per Claim	2,000,000
A	& Pollution Liab			RLUSP2600054	2/25/2026	2/25/2027	Aggregate	2,000,000

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

***NAMED INSUREDS INCLUDE: Colliers Engineering & Design, Architecture, Landscape Architecture, Surveying, CT P.C.; Colliers Engineering & Design/Maser Consulting Inc.; Colliers Land Services, LLC.; CED Architecture, Inc. *A Waiver of Subrogation and 30-Day Notice of Cancellation is provided in accordance with the policy terms and conditions.**

Evidence of Insurance

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

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

Jared Maxwell

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/23/2026

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PRODUCER Marsh & McLennan Agency LLC 250 Pehle Avenue, Suite 400 Saddle Brook NJ 07663	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:** jennifer.juarez@marshmma.com
INSURED COLLIENGIN4 Colliers Engineering & Design Inc 101 Crawfords Corner Rd, Suite 3400 Holmdel NJ 07733	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** NATIONAL UNION FIRE INSURANCE / 19445 **INSURER B :** Travelers Property Casualty Co / 25674 **INSURER C :** New Hampshire Insurance Compan / 23841 **INSURER D :** NAVIGATORS INSURANCE COMPANY / 42307 **INSURER E :** American Guarantee and Liabili / 26247 **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 739285631 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X Contractual Liab X XCU GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			9925559	3/1/2026	3/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 5,000,000 $ 1,000,000 $ 25,000 $ 5,000,000 $ 10,000,000 $ 10,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			4773685	3/1/2026	3/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 5,000,000 $ $ $ $
B	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			CUP1T66744426NF	3/1/2026	3/1/2027	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC066656736	3/1/2026	3/1/2027	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D E	Excess Liabilty Excess Liability			NY26MXEZ07LHXIV SFX970401004	3/1/2026 3/1/2026	3/1/2027 3/1/2027	$10,000,000 $10,000,000	

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

Evidence of Insurance

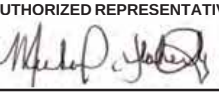
CERTIFICATE HOLDER

Colliers Engineering & Design Inc
101 Crawfords Corner Rd., Suite 3400
Homdel NJ 07733

CANCELLATION

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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NAMED INSUREDS INCLUDE:

Colliers Engineering & Design, Architecture, Landscape Architecture, Surveying, CT P.C.

Colliers Engineering & Design/Maser Consulting Inc.

Colliers Land Services, LLC.

CED Architecture, Inc.

SRF-404
08/23

Debarment / Suspension Certification

I, Chris Otto, PE, CFM, hereby certify that I have checked on the federal
(Authorized Representative of Recipient)

System for Award Management (www.sam.gov) website and determined that Colliers Engineering & Design, Inc. is not shown as an "excluded party" that is debarred,
(Name of entity)

suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549. (See 2 CFR Part 180 and 2 CFR Part 1532 for additional information on the federal governmentwide debarment and suspension system for nonprocurement programs and activities.)

I understand that a false statement herein may subject me to penalties under federal and state laws relating to filing false statements and other relevant statutes.



Signature — Date: 07/14/26

Principal in Charge
Title

City of Harlingen
Name of Recipient

Verifying prime contractors and subcontractors for construction, equipment, supplies and services: Using the www.sam.gov website, the recipient must verify prior to awarding the contract that the prime contractor is not listed as an "excluded party" that is debarred, suspended or otherwise excluded from or ineligible. Once any subcontractors are known, they also must be verified as not listed as an "excluded party" prior to award of a subcontract. The recipient must print a dated record of the verification from the www.sam.gov website and retain a copy that is available for review by TWDB. The prime contractors and subcontractors must be verified prior to the contract award or the costs may be disallowed.

Colliers Engineering & Design

Colliers Engineering & Design is a leading, multi-discipline engineering and architecture, design and consulting firm servicing public and private sector clients nationwide.

For a full listing of our office locations, please visit colliersengineering.com

1 877 627 3772

Engineers • Architects • Planners • Surveyors • Inspectors • Interior Designers
Landscape Architects • Environmental Scientists • Project Managers

Bid #5









PROFESSIONAL STATEMENT OF QUALIFICATIONS

July 14th 2026

Professional Engineering Services
Treasure Hills Boulevard Storm Sewer Improvements (SYS#008 & SYS#018)
FEMA/TDEM HMGP: DR4485-0246

CRUZ - HOGAN
ENGINEERS | PLANNERS

McAllen I Harlingen I Weslaco
TBPE Firm Reg. No. F-4860

"Cruz-Hogan's project approach provides cost-effective solutions, reliability, and address specific needs for the City of Harlingen"

"Engineering Better Communities, Since 1988"

Table of Contents:

Cover Letter

Section I: Approach to Scope of Work……1
Project Understanding……1
Conceptional Layout for Proposed Project……1
Project Methodology……2
Project Approach……3

Section II: Experience and Professional Qualifications of Firm and Team……6
Firm Introduction……6
Team Member Personnel……8
Key Personnel Qualifications……9

Section III: Firm Capability and Relevant Experience ……13
Storm Drainage & Roadway Project Experience ……13
Drainage Studies and Modeling for Storm Related Systems……16
Drainage Projects in Cameron, Hidalgo & Willacy County……17

Section IV: Familiarity with Applicable Rules and Regulations……18

Section V: Required Forms……Attachments

CRUZ - HOGAN
ENGINEERS | PLANNERS
TBPE Firm Reg No. 4860

OFFICES
Harlingen
McAllen
Weslaco

July 14, 2026

City of Harlingen
Purchasing Department
404 S. 54th St.
Harlingen, Texas 78550

Re: Statement of Qualifications
Request for Engineering Services
(RFQ No.2026-11)
Treasure Hills Boulevard Storm Sewer Improvements
FEMA/TEDM Project Number DR4485-0246

CRUZ-HOGAN is pleased to submit herewith **one (1) original, five (5) copies, and one (1) electronic copy** of our firm's Statement of Qualifications to perform Professional Engineering Services for the City of Harlingen Treasure Hill Boulevard Storm Sewer Improvements (SYS#008 and SYS#018) FEMA/TDEM Project Number DR4485-0246. Our proposal includes the required personnel, experience, and capabilities to accomplish the goals of this project.

CRUZ-HOGAN has reviewed the requirements of the this RFQ, fully understands the work to be performed for this project, commits to having the qualified staff to perform the work, and believes it is the best qualified firm to perform these services. Our proposal includes the required personnel, experience, and capabilities to accomplish the goals of this project. We have the resources and commitment required to provide quality consulting civil engineering services for this project. We are familiar with the City's needs, design standards, construction specifications, and administrative procedures.

CRUZ-HOGAN has extensive experience and has a proven successful track record with storm drainage projects, including the planning, design, and construction. Through our knowledge and experience of local conditions and client's project funding abilities, we have successfully been able to assist our clients and have delivered cost-effective and highly successful projects.

CRUZ-HOGAN has an intimate presence in the RGV area as well having a well-established office in Harlingen for over 38 years. Our Firm has additional offices located in McAllen and Weslaco.

CRUZ-HOGAN has an intimate regional presence in this area. We have assisted many cities and communities with planning, design, and construction phase services over the last 38 years. As you will see in this submittal, our firm is engaged in public works engineering services to public entities throughout the Rio Grande Valley.

Every project that CRUZ-HOGAN undertakes is planned, designed, and completed with quality control by engineering and planning personnel who have a combined **100 years** of experience with municipal public works projects.

CRUZ-HOGAN is well versed in project delivery and will help choose the project approach and process design which best meet the needs of the City Harlingen. Our Firm's design and innovative approach will yield a **cost-effective, reliable,** and **easily manageable** system and facility.

CRUZ-HOGAN has extensive experience and is uniquely familiar with FEMA/TDEM storm drainage funded projects. We are currently assisting the City of Weslaco with their FEMA/TEDM projects and have previously completed design for FEMA funded projects for the City of Weslaco and the Town of Laguna Vista. Our experience with FEMA/TDEM projects dictates that engineering, as well as planning, public participation, and financial services and analysis are all key components to project success.

Our team has the required prior experience and we have been instrumental in assisting and securing funding for other Cities located here in the Rio Grande Valley.

We are very interested in being selected to work with the City of Harlingen on this project. Our team of professionals and support staff are fully qualified and experienced for this assignment. We have reviewed the scope of work required for your projects, and we are committed to do whatever steps are necessary to complete these projects. The engineers and staff that will be assigned to these projects have completed many similar projects here in the Rio Grande Valley.

CRUZ-HOGAN *Consultants, Inc.* can provide the City of Harlingen with a number of advantages that we believe to be desirable:

- **100% Local RGV Engineering Firm** with extensive experience in providing engineering services to local governments and municipalities.
- **Local Engineering Firm** which can respond immediately to the City's needs and concerns, due to our local RGV locations.
- **Engineering Firm** with extensive knowledge of the City's current storm drainage infrastructure.
- **Project Team** with sufficient resources in personnel, knowledge, and time available for your projects
- **Engineering Firm Specialized** in assisting cities, similar to Harlingen, in the successful development of their projects.

I certify that the information contained in this Statement of Qualifications is complete and accurate, and as such, we hereby provide permission for the City of Harlingen and its representatives to contact existing and previous clients of our firm for the purpose of determining performance. We appreciate this opportunity to present this Statement to you and sincerely hope that you will select us to perform these services.

Respectfully submitted,

CRUZ-HOGAN *Consultants, Inc.*

Orlando S. Cruz, P.E.
President

Project Primary Contact
Marcus Cruz, P.E., CFM
Project Engineer
(956) 854-4227
marcus@cruzhogan.net

SECTION
1

Approach to Scope of Work

Project Understanding

CRUZ-HOGAN *Consultants, Inc.*, is fully prepared to provide the comprehensive technical, environmental, and engineering services required by the City of Harlingen for the Treasure Hills Blvd Storm Sewer Systems 008 and 018 Improvements project. Our team will deliver all necessary design, engineering studies, permitting, and a final benefit-cost analysis (BCA) to successfully mitigate flooding in the target area, in strict accordance with TDEM/FEMA regulatory guidelines and the 2008 and 2025 City of Harlingen Drainage Master Plans. The Treasure Hills Boulevard corridor is a vital healthcare and residential artery, and has experienced extensive localized flooding; especially in the June 2019 & historical March 2025 Floods. These heavy rain events call for the mitigation of local flooding an absolute priority in this area. Our firm has the reputation to be pro-active and maintain continuous communication and documentation in all phases of project development.

We understand that this project stems from an **awarded Grant** through TDEM from FEMA for the design and construction of this drainage project. ***We understand*** that the project services will require the project to be addressed in phases which will include preliminary engineering analysis, preparation of budgets, preparation of final engineering plans and specifications, construction phase services, and other services which may be deemed necessary.

Anticipated Scope Services:

- Development of Hydrologic and Hydraulics Modeling
- Update and Recalculate required Benefit to Cost Ratios, which is required for federal or state agency funding assistance, using FEMA's BCA software
- Preparation and Submission of all environmental assessments and studies with all local, state, and federal agencies
- Prepare surveys and mapping for proposed project
- Finalize engineering studies and reports which would include hydraulic and hydrology studies
- Prepare final design, plans, and specifications to ensure compliance with state/federal requirements.
- Assist City with the construction bidding of the project
- Assist City in developing construction contracts
- Monitor and supervise construction of the project
- Conduct all required project field testing and inspections
- Assist City with project close-out and agency acceptances.


Outfall for System #008 Treasures Hills Blvd


Outfall for System #008 Treasures Hills Blvd

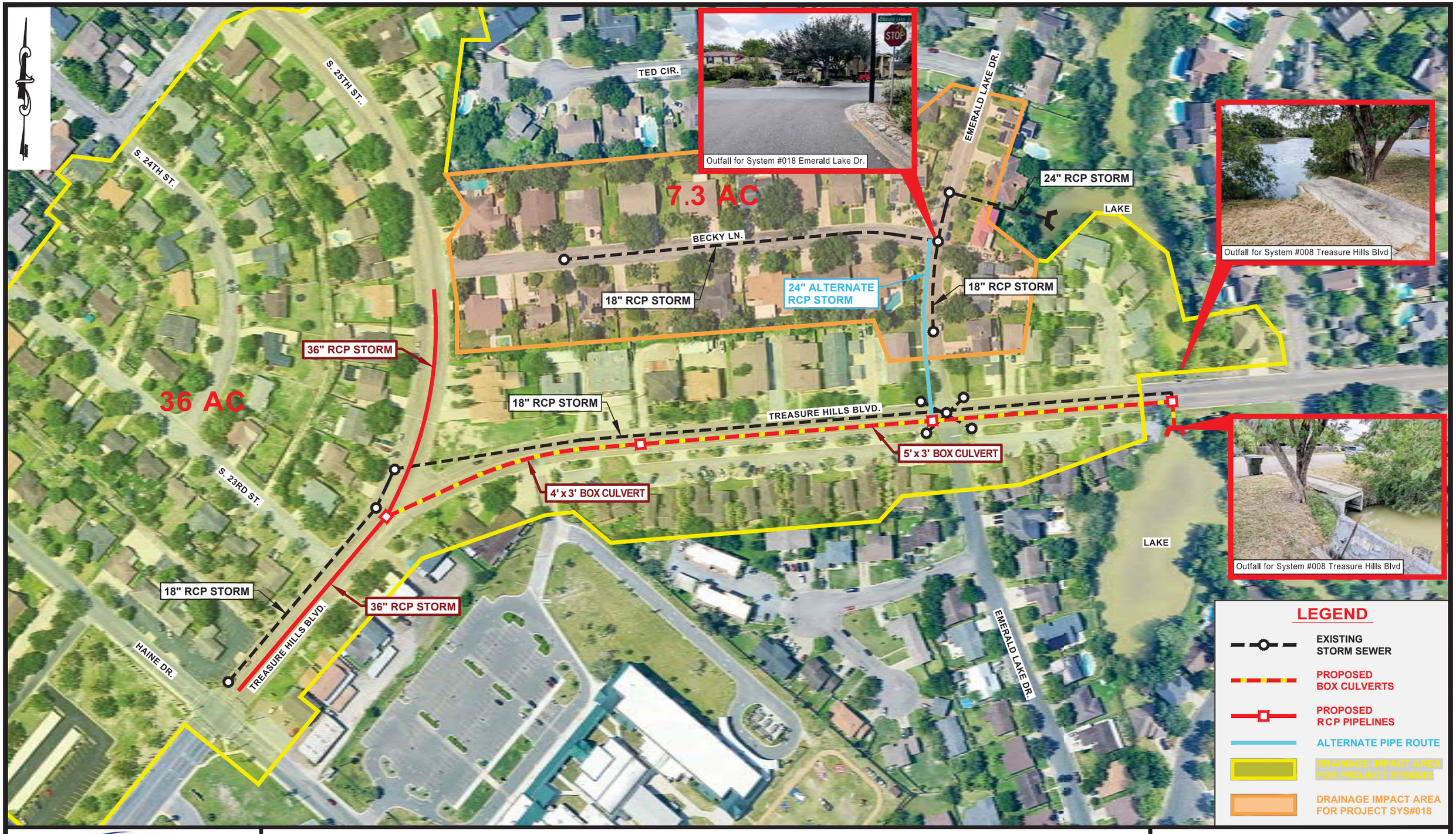


Outfall for System #018 Emerald Lake Dr

Preliminary Observations and Potential Options:

Storm System #018 runs northward along Becky St. with an existing 24''RCP Pipe discharging in the adjacent resaca system through an assumed easement through private property. The previous & recent master plan do not show improvements in this area, although this area has had significant past flooding.

Recommend Action: Verify street grades (for pipe cover) and upstream flow lines of the storm system, then seek the possibility of having System #018 extend from inlets on Emerald Lake Dr. then connect to the Treasure Hills Blvd System #008 to bring additional drainage relief by having a parallel system. **(See Conceptual Plan Layout on Next Page)**



CITY OF HARLINGEN

TREASURE HILLS BOULEVARD STORM SEWER IMPROVEMENTS

CONCEPTUAL PROJECT LAYOUT PLAN

CITY OF HARLINGEN TEXAS

CRUZ - HOGAN

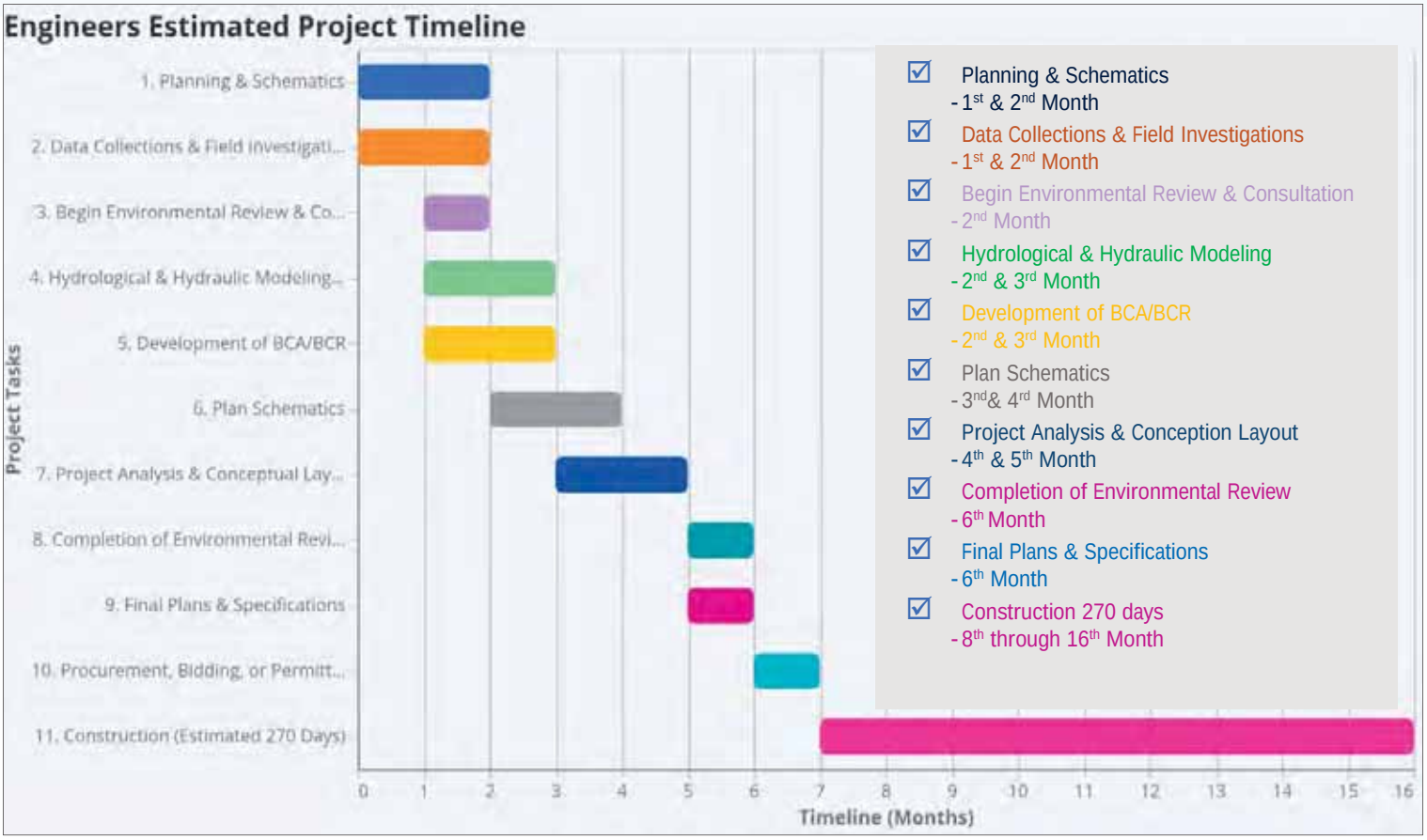
ENGINEERS | PLANNERS

McAllen | Harlingen | Weslaco

TBPE FIRM REGISTRATION No. : F - 4860

Project Methodology

In review of the City Storm Water Improvement and Master Plan completed in April 2008 & 2025, our approach directly aligns with the 2008 and 2025 City of Harlingen Drainage Master Plans. Designing the replacement of the existing inadequate system with larger diameter reinforced concrete pipe and box culverts to seamlessly connect Storm Sewer System 008 and 018, optimizing hydraulic capacity and regional flood mitigation. We understand the critical nuances of working within Cameron County's drainage constraints, particularly regarding the regulatory Floodway (Zone AE) identified on the FIRM Map 48061C0270F. Our 100% local presence ensures immediate mobilization, seamless local utility coordination, and rapid turnaround times to meet the City's strict 6-month timeline. (See Timeline Below)



A big part of the success of **CRUZ-HOGAN** is our commitment to **QA/QC Practices**. We have an established set of criteria that are the foundation of our **QA/QC Procedures**. These criteria are the following:

- ✓ ***Knowledge/Experience:*** **CRUZ-HOGAN** will assign a knowledgeable and experienced team member to lead the various tasks to minimize errors and omissions.
- ✓ ***Coordination/Communication:*** **CRUZ-HOGAN** will establish open lines of communication between City & Engineer and all team members to assure that all project needs are addressed. All information regarding the project progress and related plan changes will be forwarded to all team members.
- ✓ ***Constructability Analysis:*** The plans will be reviewed at all project milestones to determine if the proposed designs are safe and provide adequate consideration to constructability and value engineering.
- ✓ ***Accuracy/Completeness:*** The plans will be reviewed to identify any drafting and design discrepancies and to verify that the plans are in compliance with the respective design manuals. Construction quantities will be tabulated by several individuals to verify accuracy. The plans will also be reviewed to assure that all bid items are accounted for.
- ✓ ***Design Schedules:*** Schedules will be developed for the design phase of the project in order to complete the project design in a timely manner.

Project Approach

Phase 1

CRUZ-HOGAN knows it is important to have a solid effective project approach. Our company will implement a **Three-Phase** system that we use for planning, designing, and providing construction phase services for a project.

PLANNING AND SCHEMATICS:

During this phase, the project will be looked at to determine all issues that will need to be addressed. Design alternatives and options will also be developed and evaluated from a value engineering standpoint. Our firm will also be able to provide assistance to the City with the facilitation and preparation of any funding agreements, attend preliminary conferences with the neighboring utilities, Federal and/or State programs, assist in obtaining approvals in relation to the Project, and prepare Preliminary Engineering Feasibility reports. Preliminary investigations and research will begin during this phase; information such as as-built plans, right of way maps, topography maps, geotechnical investigations, and previous drainage/street studies will be gathered.

DATA COLLECTION & FIELD INVESTIGATIONS:

During this phase all information and data relevant to the study will be collected. This includes, but is not limited to, the following: Existing facility as-built plans and future sewer system improvement plans, historical system flows, lidar and land survey data, aerial photography maps, existing Treasure Hills drainage/road street studies, inventory of existing infrastructure, such as the sewer system master planning, sanitary system demands, historical records, water and sewer utility mapping, USFWD Wetland Mapping, FEMA floodplain maps, land use maps, USGS soils maps, etc. Extensive field investigations will also be performed during this phase to determine conditions of existing infrastructure, condition of the roadways, and whether any water & wastewater infrastructure will have to be relocated within the roadway vicinity.

- **Field Verification:** Conduct localized field assessments to cross-reference the 2008 and 2025 Master Plan exhibits with current topographic conditions
- **Comprehensive Review:** Gather and evaluate all existing conditions, historical drainage data, and localized survey markers within the Project Study Area
- **Utility Coordination:** Map all existing utilities into a master layout using city-provided/ record research and base topographic survey and establish formal contact with local utility operators (e.g., water, wastewater, telecom, power)



ENVIRONMENTAL INVESTIGATIONS: During this phase, as per funding requirements, an environmental investigation may have to be conducted wherever any environmental impacts may be present. An environmental assessment (also known as an environmental impact document (EID) is the process that gauges the potential environmental impact of a project before it is begun. We will document local vegetation and check for the presence of federally or state-listed threatened and endangered species or critical habitats. We analyze topography, soil types, surface water hydrology, drinking water sources, and floodplains using FEMA Flood Insurance Rate Maps (FIRMs). This investigation will also cover Direct Impacts (e.g., vegetation clearing during construction, construction noise) and Secondary/Indirect Impacts. Our firm has proficiency in successful environmental assessments **(see page 20)** and promises to produce a project that will be conceived and implemented considering the environmental regulations, and so which results in minimal environmental impact or impacts that can be remediated or anticipated.

ARCHEOLOGICAL INVESTIGATIONS: In the event of an Archeological Survey is requested by the Texas Historical Commission (THC), we have a track record of working with THC and have successfully completed Archaeological Surveys in our recent projects. The Texas Historical Commission (THC) conducts archaeological investigations, if required, to preserve and interpret Texas's rich cultural heritage, focusing on identifying, excavating, and documenting archaeological sites across the state. These investigations help protect significant historic and prehistoric resources, ensure compliance with state and federal laws, and contribute to educational and preservation efforts. Our task will identify any historical properties, archaeological sites, or tribal lands within the project's area.

- **Agency Coordination Correspondence:** Early Coordination Is Key and requires letters from state environmental agencies, wildlife departments, or local floodplain administrators. i.e. Texas Historical Commission, TPWD, USFWD, Local Floodplain Admin, Native American Tribes, FEMA, NRCS, and County Judge.
- FEMA will use your EID to draft their official NEPA compliance document
- **SHPO Consultation:** Manage full coordination with the State Historic Preservation Office (SHPO), packaging their response directly into the FEMA EHP compliance packet.
- If your analysis reveals potential negative impacts, you must outline the Best Management Practices (BMPs) you will use to minimize them.

Hydrologic & Hydraulic Modeling (H&H):

Our firm will deliver a comprehensive Hydrologic and Hydraulic (H&H) analysis for the Treasure Hills area to guide drainage improvements. Leveraging our extensive experience with storm drainage systems and a proven track record with neighboring cities, we will execute the project in two components. Our firm has extensive experience in conducting comprehensive H&H analyses for storm drainage systems and has a successful track record working with neighboring cities. (See page 16)

Data Collection & Hydrologic Modeling:

- **Boundary Delineation:** We will use ArcHydro/HEC-GeoHMS to delineate all exterior and interior drainage boundaries, refining sub-basin layouts using aerials, land-use maps, and detailed LiDAR topographic data.
- **Flow Calculation:** Using the USACE's HEC-HMS model, we will calculate peak discharges and hydrographs for 5-, 10-, 20-, and 100-year storm events at key study points.
- **Exhibits:** We will deliver drainage area exhibits illustrating flow patterns, contours, and rates.

Hydraulic Modeling & Mitigation:

- **System Analysis:** We will feed the resulting flow data into HEC-RAS hydraulic models to analyze existing outfall channels, storm sewer systems, culverts, and roadside ditches.
- **Model Geometry:** We will import geometric files from HEC-GeoRAS and manually supplement them with field-surveyed hydraulic data.
- **Calibration Standards:** Manning's "n" values, expansion coefficients, and contraction coefficients will strictly align with engineering judgment, on-site photography, and the *HEC-RAS Hydraulic Reference Manual* guidelines.
- **Solutions:** We will evaluate alternative improvements including channel widening, realignment, detention basins, and control structures—to effectively mitigate existing flooding.

BENEFIT-COST ANALYSIS: A comprehensive **Benefit-Cost Analysis (BCA)** will be conducted for all proposed alternative plans to quantify and report their **Benefit-Cost Ratio (BCR)**. Securing a BCA/BCR greater than **1.0** is typically a mandatory requirement to qualify for state and federal financial assistance. The benefits may include a variety of items including, but not limited to: property losses avoided, risk of injuries or fatalities prevented, and economic disruption or environmental losses avoided. The acceptable and available BCA methods include FEMA BCA Toolkit, USACE HEC-FDA Software (v6.0) and the TWDB BCR Input Interface and Analysis Tool. FEMA BCA Toolkit (v.6.0) and HEC-FDA (v6.0) program will be based on key assumptions and parameters (e.g. project useful life, project cost, annual maintenance cost, lowest floor elevation, BFE, building information, occupancy, before-mitigation damages, after-mitigation damages, social benefits).



PROJECT PLANNING, SCHEMATICS, AND RECOMMENDATION: The completion of the hydrologic and hydraulic models will provide the results that will allow us to determine the troubled areas/facilities within and around Treasure Hills and surrounding areas. All of the areas needing mitigation will be modeled to determine the corrective plan of action. Once proposed improvements have been determined, the scope of the recommended projects will be developed as well as final budgets and a fixed schedule of project implementation. The project schedules

will prioritize the projects based on criteria that will be determined in conjunction with input from City of Harlingen staff. The final recommendations will provide a clear and concise plan of action for implementing the necessary improvements for the City of Harlingen.

Phase 2

✓ **PROJECT ANALYSIS & LAYOUTS** ✓ **CONDITION ASSESSMENTS** ✓ **FINAL DESIGN** ✓ **TCEQ STORMWATER COMPLIANCE**

PROJECT ANALYSIS & CONCEPTIONAL LAYOUTS:

Concentration on the understanding and implementation of best use parameters for the proposed project design:

1. **Complete Evaluation**: Assess existing drainage and roadway capacities with factoring in future growth and recommend an implementation plan for design, construction, and operations.
2. Existing Condition Analysis & TCEQ Stormwater Compliance: Assess waterway and storm drainage areas and access any conflict issues, then proceed to make recommendations for design improvements.
3. Present **pavement material alternatives** that may be feasible to the project and could provide significant saving on materials or quicker construction timelines through material alternatives.
4. Present storm drainage alternatives that could be used to **convert/retrofit** existing systems to provide better **innovative** construction efficiency by the use of innovative means and methodology in the drainage industry.

FINAL DESIGN, PLANS and SPECIFICATIONS & REVIEW: CRUZ-HOGAN *Consultants, Inc.*, will be tasked with thr developing of detailed plans, specifications, bid tabulations/documents and cost estimates for each project. Proposed plans will include the preparation of a title sheet/index, plan and profile sheets, storm line crossings, drainage improvements plan, traffic control plans and sequence of work notes, SSWP3 plans and notes, and miscellaneous storm water details. Our personnel will assist the Owner with all aspects of the Project bids, advertisement, attendance of bid openings, tabulation of the bid proposals, prepare and coordinate approval of formal Contract Documents, and issue the Notice to Proceed. During this phase any other ongoing coordination will continue with the surveyors, utility companies, and others. Plans will be submitted at 30%, 60%, 90%, and 100% milestones to the Owner as well as all utility companies, and other public or private entities. Review meetings will be held to discuss and review the plan submittals. All horizontal utility conflicts will be identified at 30% and by 60% milestones, any vertical information that may be required will either be provided by the utility companies or other record documents. By the 90% milestone, utilities will be expected to provide a plan of action for any potential adjustments that may be required.

Phase 3

✓ **CONSTRUCTION** ✓ **PROJECT MANAGEMENT** ✓ **STORM WATER COMPLIANCE** ✓ **ADDRESSING CHANGE ORDERS**

CONSTRUCTION, PROJECT MANAGEMENT *&* STORM WATER COMPLIENCE: **CRUZ-HOGAN**: ***Consultants, Inc.***, will provide construction phase services support for all projects. Our personnel will be readily available during the bidding process to answer and address any questions that potential bidders may have. Upon awarding the construction contract, our personnel will request and coordinate all necessary construction staking, and will make site visits to the project site to assure plan compliance. Our personnel will schedule periodic construction meetings to assure that the project is on schedule. Our staff will continue to coordinate with the contractor and any utility companies to assure that the contractor and utility companies are aware of each other's schedules. Any Requests for Information (RFI's) that the contractor may have will be promptly addressed. Our staff will coordinate and process any required change orders. If required, our staff will inspect and provide inspection reports for all Storm Water Pollution Prevention Measures, as per TPDES Requirements.

Throughout the project construction, our staff will review all shop drawings, review and recommend approval of request for payment, and will work hand-in-hand with the Owner's staff to ensure that the work is progressing per plans. Upon completion of the project, a final inspection will be performed with the Contractor, the City Reprentatives, and Project Manager. A final punch list for the Contractor will be developed in order to assure that the project is to the satisfaction of the Owner. Our personnel will assist the Owner with all aspects of the Project bids, advertisement, attendance of bid openings, tabulation of the bid proposals, prepare and coordinate approval of formal Contract Documents, and issue the Notice to Proceed. During this phase any other ongoing coordination will continue with the surveyors, utility companies, and others.

SECTION 2

Experience and Professional Qualifications of Firm and Team

Company Vision:

Since 1988, Cruz Hogan has been a leading expert in planning, design, and project management of **General Civil, Storm Drainage, and Street** infrastructure projects for cities, townships, and municipalities across the Rio Grande Valley and South Texas.

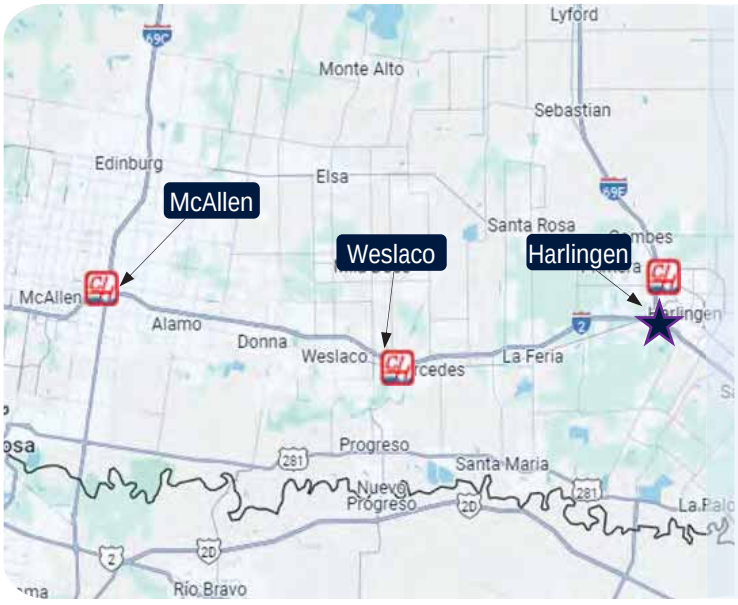
"Engineering Better Communities, Since 1988"

Firm Introduction

CRUZ-HOGAN *Consultants, Inc.*, with a strong regional presence in the Rio Grande Valley, offers over 35 years of expertise in planning, design, and construction phase services for municipal public works projects. Our firm, established in 1988 through its predecessor CEC Consulting Engineers, Inc., has successfully completed approximately 600 public works projects for cities and public entities throughout South Texas. Our dedicated team of more than 12 professionals, including experienced associates, is committed to delivering comprehensive engineering solutions tailored to municipal needs. The primary points of contact will be our local Harlingen office where our principals, with extensive private consulting experience, will oversee the project to ensure high-quality, efficient service. We look forward to the opportunity to collaborate on your upcoming project and provide innovative, reliable engineering solutions.

Firm Expertise

- Flood and Storm Drainage Infrastructure
- Flood and Storm Drainage Studies
- Street and Roadway Projects
- State (TDEM, TWDB, TXDOT, GLO, TDA) Funding
- Federal (FEMA, USDA, & EPA) Funding
- Engineering Services to Local Governments
- Water & Wastewater Utility Projects
- Environmental Permitting (TCEQ, EPA, USFWD)
- GIS Mapping



A Complete Drainage Team for Harlingen

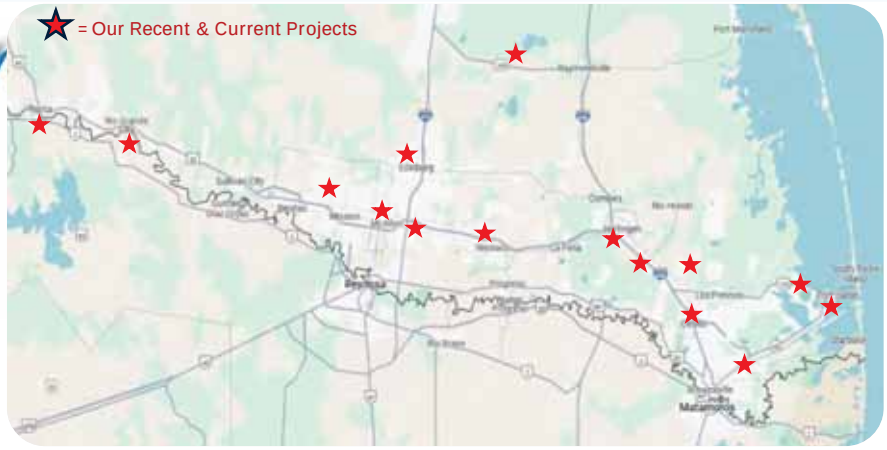
Our three regional RGV offices located in Weslaco, McAllen, and our main office in Harlingen will serve as the primary management and execution centers for Harlingen. Our local office houses the most well experienced and respected drainage and roadway experts in South Texas, providing the essential local technical know-how supported by over 100 years of combined experience. This regional presence ensures that Harlingen benefits from responsive, expert, and tailored engineering solutions grounded in extensive local knowledge and proven success.

CRUZ-HOGAN (Weslaco) Office – 2290 W. Pike Blvd, Ste 102
CRUZ-HOGAN (McAllen) Office – 605 E. Violet Ave, Ste 1
CRUZ-HOGAN (Harlingen) Office – 1204 N. 7th St Ste B

Experience in Planning, Design, and Funding Procurement

Our team has extensive knowledge working with neighboring cities through various funding programs, including **Texas Water Development Board Flood Infrastructure Fund (TWDB-FIF), Federal Emergency Management Agency (FEMA), Texas Department of Emergency Management (TDEM), Texas Department of Transportation (TxDOT), CIP (Capital Improvement Programs), City Bond Issuance, Texas General Land Office (TXGLO), and the Environmental Protection Agency (EPA).** Our expert funding experience will provide avenues that will improve drainage, access to safe and reliable roadways, sidewalks, and services for Harlingen. **CRUZ-HOGAN** has reviewed and studied the **City of Harlingen's 2008 & 2025 Storm Drainage Master Plan** and has extensive local knowledge and expertise on how to address the drainage and roadway needs of the City's, including exhibits, cost estimates, and preliminary design for providing compliance with capital improvement program funding.

"Our projects are RGV proud, and make lasting impressions by being a part of your community"



Client Care and Attention to Harlingen

CRUZ-HOGAN, as a fully local company based in the RGV, offers personalized service and close client relationships, enabling us to understand and address the unique needs of each project with tailored, cost-effective solutions. Our approach emphasizes dedicated attention, minimizing large overhead costs that can negatively affect funding aspects for smaller municipalities and their communities. Our foundational principle is to deliver complete technical and personal service, ensuring projects are completed on time and within budget. To uphold this commitment, we guarantee that a principal, specifically **Orlando Cruz, P.E.,** and **Marcus Cruz, P.E.**, will be in charge and actively involved in all major project meetings, including presentations, negotiations, bid openings, and key stakeholder engagements, whenever possible, ensuring consistent oversight and quality.

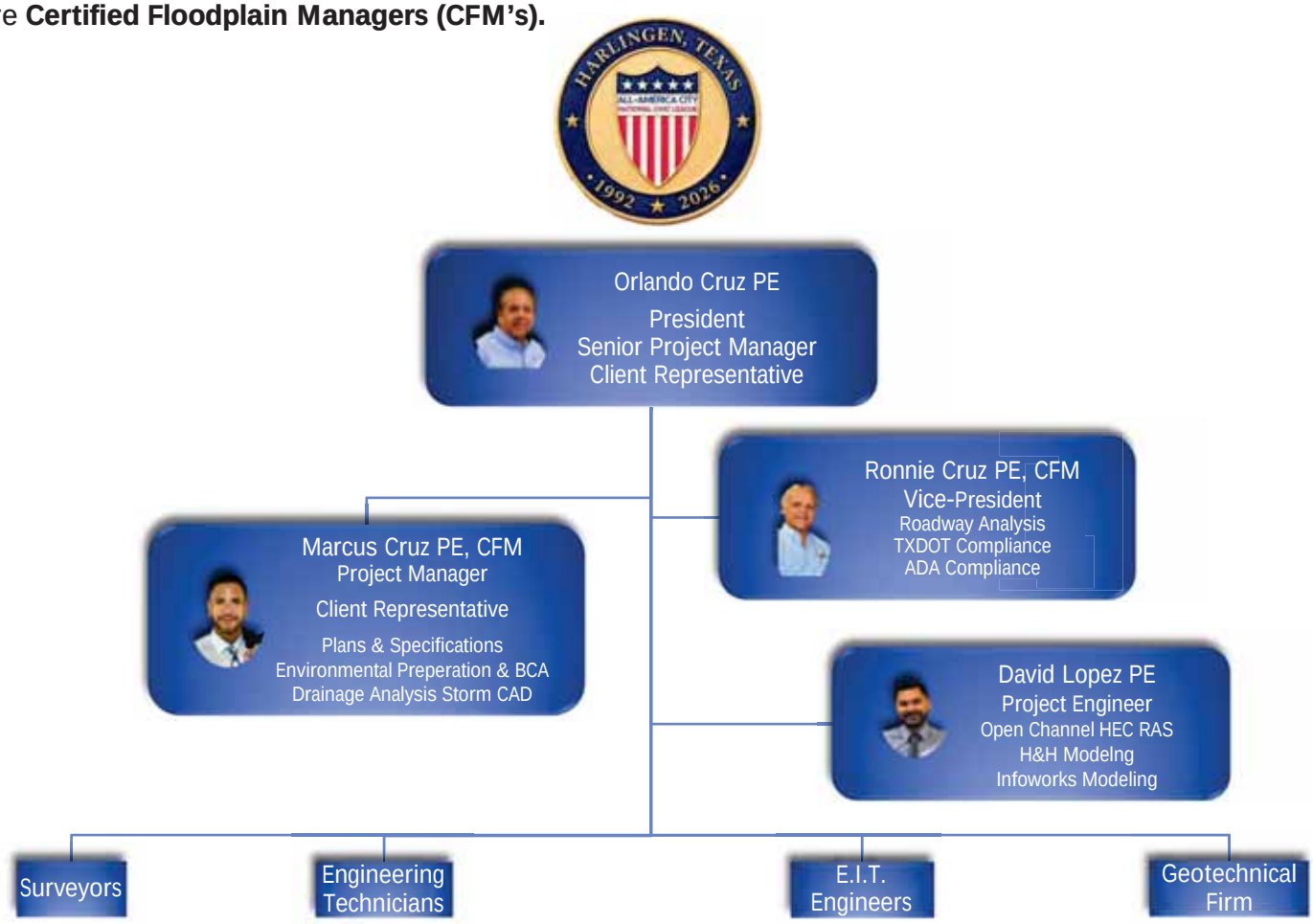




Experience and Professional Qualifications of Firm and Team

Team Member Personnel

Our **100% local** engineering team is composed of highly qualified professionals specializing in municipal civil engineering, focusing in planning, design, and construction in drainage projects. We bring extensive expertise in providing cost effective solutions for drainage and roadway projects and have provided general city engineering services to local municipal governments for many years. We have engineers on staff that are **Certified Floodplain Managers (CFM's).**



Our team has the necessary staff to perform the work required on most projects. However, our Firm must rely on sub-consultants where specific higher technical expertise is required. The following is a list of proposed sub-consultants classified by their discipline.

Surveying Services

Moore Land Survey, La Feria – Local Surveyor

Or to be Selected by City of Harlingen

Geotechnical and Testing Services

Local Area Geotechnical Firm **-** To be Selected by City of Harlingen

Structural Engineering

Solorio Inc. Mission, Texas - is a leading name in our local community as a top-tier structural engineering company. Their portfolio, rich with diverse projects, reflects our steadfast commitment and expertise in structural civil design.

Archaeological Surveys (Texas Historical Commission)

Integrated Environmental Solutions, LLC – Waco, Texas will be responsible for developing historic and prehistoric cultural resources during the design phase of a given project.

Key Personnel Qualifications



Orlando Cruz, PE

President of Cruz-Hogan
Senior Project Manager
Client Representative

Weslaco, Texas

Mr. Cruz is the President of Cruz-Hogan Consultants, Inc., bringing over 40 years of extensive experience in civil engineering, with a specialized focus on major drainage projects. His expertise includes successfully aligning community infrastructure needs with key federal and state programs, specifically managing and securing funding for drainage projects through comprehensive **FEMA, TDEM (Texas Division of Emergency Management), and TWDB (Texas Water Development Board) programs**. Mr. Cruz is committed to providing clients with a high level of resources and technical proficiency, ensuring complex projects are completed on schedule and within budget. He is readily available to respond promptly to client needs, offering dedicated leadership and support throughout project execution.

Relevant Experience

- TWDB Clecker Held Regional Detention Facility (RDF) 2025 - Weslaco
- Pleasant View Regional Detention Facility (RDF) 2023 - Weslaco
- Border Ave. Drainage Improvements 2024– Weslaco
- FEMA Drainage Studies for Las Brisas & South Detention – Weslaco
- City of Alamo Drainage Master Study -2023
- TDA Maxan Street Reconstruction Project – 2025 City of Port Isabel

Professional Engineer:

B.S. Civil Engineering - University of Texas at Austin

Certification:

Professional Engineer - Texas License No. 55740

Areas of Expertise:

Large Municipal Projects
Drainage - Roadway Infrastructure
Water/WW Utilities

Professional Activities:

AWWA – Member

Team Involvement:

Senior Project Manager
Client Representative
State & Federal Funding Coordination



Ronnie Cruz PE, CFM

Vice-President of Cruz-Hogan
Roadway Utility Analysis
TCEQ Compliance

McAllen, Texas

Mr. Cruz serves as the Vice-President of Cruz-Hogan Consultants, Inc., bringing over 40 years of extensive, high-level experience in municipal civil engineering. For the past decade, he has served as the City Engineer for the City of Alamo, establishing a proven track record of delivering complex public works projects on time, and within budget. Mr. Cruz's distinguished career in roadway design and advanced drainage systems, enhanced during his foundational tenure at the **Texas Department of Transportation (TXDOT)**. He specializes in bridging the critical gap between infrastructure and localized municipal needs, making him the lead for **roadway analysis**. Drawing on his extensive municipal and TXDOT background, he meticulously coordinates complex utility conflicts, rights-of-way, and relocations to prevent costly project delays and construction bottlenecks.

Relevant Experience

- City of Alamo Drainage Master Study -2023
- TX-DOT/City of Alamo FM 907 Drainage Improvements - 2025
- City of McAllen Lateral Main Channel Muti-Phase I,II,III-2025
- City of Pharr: Hall Acres Road Improvements - 2012
- Storm Drainage Projects: Cities of McAllen, San Juan, Alamo, and Pharr

Professional Engineer:

B.S. Civil Engineering - University of Texas at Austin

Certification:

Registered Professional Engineer State of Texas License No. 55459
Certified Floodplain Manager - No. 2267-12N

Areas of Expertise:

Public Works Projects
General City Engineering
Roadway/Street Assessments

Professional Activities:

APWA – Member

Team Involvement:

Roadway Utility & TXDOT Coordinator
ADA Compliance



Marcus Cruz PE, CFM

Project Manager
Hydraulic Modeling
Plans, Specifications, and Estimating
Environmental Coordinator

Harlingen, Texas

Mr. Cruz is currently principal engineer for our Harlingen office with over 16 years of engineering experience in the field of civil infrastructure. He has extensive experience in the study, design, and construction of drainage and roadway infrastructure, streets and drainage systems, and capital improvements projects, demonstrating a strong background in managing FEMA, TWDB, TDEM funded infrastructure projects from inception to completion. Mr. Cruz is proficient in the preparation of over a dozen Environmental Information Documents (EIDs) and Environmental Assessments (EAs) for state and federal projects. He will lead in public involvement, and agency coordination processes required to satisfy stringent National Environmental Policy Act (NEPA) and state-level guidelines. Mr. Cruz provides critical expertise in the preparation of Benefit-Cost Analyses (BCAs), a requirement for state and federal infrastructure funding.

Relevant Experience

- TWDB Clecker Held Regional Detention Facility (RDF) - Weslaco
- Pleasant View Regional Detention Facility (RDF) - Weslaco
- Border Ave. Drainage Improvements – Weslaco
- FEMA Drainage Studies for Las Brisas & South Detention – Weslaco
- City of Alamo Drainage Master Study
- TDA Maxan Street Reconstruction Project – City of Port Isabel

Professional Engineer:

B.S. Civil Engineering – University of Texas San Antonio

ASCE Post Graduate:
Water Treatment Certification

Certifications:

Professional Engineer
State of Texas License No. 126718

Certified Floodplain Manager
Certification No. 2266-12N

Areas of Expertise:

Storm Drainage Projects
Open Channel Modeling
Bentley Flow Master
Environmental Compliance

Team Involvement:

Drainage Analysis
BCA/BCR Analysis
Environmental Assessments



David Lopez, PE

Project Engineer at Cruz-Hogan
CAD Production Manager
HEC RAS Hydraulic Modeling

McAllen, Texas

Mr. Lopez brings over 14 years of engineering experience, serving as a designer, and project engineer for numerous design and construction projects across South Texas. His diverse background includes managing sewer rehabilitation, roads and streetscapes, drainage improvements, water distribution and treatment, and wastewater treatment projects, working closely with municipalities, ports, and local entities. He is specialized in open-channel Hydrology and Hydraulics (H&H) modeling. He is exceptionally proficient in utilizing industry-standard software, most notably HEC-RAS, alongside advanced drainage modeling suites, to simulate complex fluid dynamics, evaluate watershed behaviors, and engineer precise stormwater management solutions.

Relevant Experience

- Ayers Street Pedestrian Improvements – City of Corpus Christi
- City of Alamo Drainage Master Study 2025 – H&H Analysis Report
- TX-DOT/City of Alamo FM 907 Drainage Improvements - H&H Analysis
- City of McAllen 2025 – Lateral Channel Drainage Project
- Sand Dollar Pump Station Feasibility Assessment – Corpus Christi, TX

Professional Engineer:

B.S. Civil Engineering – UT Pan American

Certification:

Registered Professional Engineer
Texas License No. 140081

Areas of Expertise:

Roadway & Drainage
Water Resources
Land Development
CAD Software Specialist

Team Involvement:

Open Channel & HEC RAS Modeling, CAD Production Manager, Bentley H&H Software

Current Work Load & Ability to Meet Deadlines:

CRUZ-HOGAN *Consultants, Inc.* currently has sufficient engineering and technical staff, resources, and capabilities to immediately commence and complete any and all work assignments. Our firm offers ***4 Registered Licensed Professional Engineers*** (PEs) and ***three offices*** here in the Rio Grande Valley and offers the flexibility to immediately respond to any project. Our foundational principle is to deliver complete technical and personal service, ensuring projects are completed on time and within budget. To uphold this commitment, we guarantee that a principal, specifically **Orlando Cruz, P.E.,** and **Marcus Cruz, P.E.,** will be in charge and actively involved in all major project meetings, including presentations, negotiations, bid openings, and key stakeholder engagements, whenever possible, ensuring consistent oversight and quality.

Our local engineering firm, located within an 4-minute drive, is highly committed to pro**viding prompt responsiveness and reliable on-call services** to meet the immediate needs of our clients. Being conveniently situated in the City of Harlingen allows us to quickly respond to inquiries, emergencies, or project requirements, ensuring minimal delays and efficient support. We prioritize clear communication, rapid response times, and proactive engagement to deliver dependable service, demonstrating our dedication to supporting local projects and fostering strong, lasting partnerships within the community.



Travel Time:
Cruz Hogan Consultants – Harlingen Office

Harlingen – City Hall
Distance **1.3 miles (4 mins)**

CHANGE ORDERS, WEATHER DELAYS, PROBLEMATIC & CONSTRAINT ISSUES:

CRUZ-HOGAN *Consultants, Inc.* will effectively communicate between all stakeholders including contractors, architects, city staff, and community members. Regular meetings will be held to discuss project status, address any emerging issues, and identify potential changes early. Our engineers will document by tracking changes and their impacts. We will ensure that all original plans, specifications, and contracts are well-organized and accessible. When a change order arises, we will document the rationale behind the change, including any relevant codes, regulations, or feedback from City administration. Our meticulous record-keeping will provide clarity and support claims if disputes arise later.

CRUZ-HOGAN will be proactive in addressing rain-related issues to ensure projects stay on track and within budget. Contractors and engineers will utilize a weather forecasting service to plan and prepare any major impact on project schedules. Upon developing a construction schedule, we will incorporate non-work days to the work calendars to show which workdays might be lost due to inclement weather. Adding an “adverse weather” activity to the project schedule will incorporate a duration equal to the anticipated weather-related workdays.

SECTION 3

Firm Capability and Relevant Experience

Storm Drainage & Roadway Experience

CRUZ-HOGAN not only **"talks the talk, but we also walk the walk"** when it comes to project delivery. With you in the driver seat, we consider ourselves an extension of your staff.

The following pages provide our firm's local experience with drainage & roadway projects similar to the City of Harlingen's existing needs. Our team's relevant experience in the last 5 years, both inside and outside of the region, is wide-ranging. All these projects are relevant to the City of Harlingen's current needs and involve street, roadway, and drainage improvements and associated utilities improvements. We invite you to contact these references so they can attest to the value and level of service that we consistently provide.









City of Weslaco: Cleckler-Heald Elem Regional Detention Facility (RDF) TWBD FEMA - Flood Infrastructure Fund

Project Details

Cruz Hogan was the designer on a new Regional Detention Facility (RDF). Approximately 125,000 cubic yards of earthen material was excavated and hauled off. This regional detention facility is constructed with a level bottom, with a slight grade to the pond exit pipe to allow for the installation of future soccer fields and other recreational space that would be enjoyed by both school children and the general public. Additionally, earthen ramps were constructed to allow school children and the general public to safely access the recreational space. 8' metal fencing and gates were constructed to provide safety and control in the detention pond area. Both the School District and the City will maintain the detention pond. Additionally, handicap ramps, sidewalks, and driveway entrances were included in the design for use of the children. Traffic barriers and a traffic control plan were required including temporary fencing and gates were constructed to provide safety and control in busy middle and elementary school area.

Included: H&H Study & BCA/BCA Analysis

ACCOMPLISHMENTS:

- TWDB/FEMA Funded Project
- Joint Weslaco & WISD Venture
- Alleviated flooding in the surrounding neighborhood
- H&H Modeling with BCA
- FEMA Region 6 requirements

Relevance To Harlingen:
This project provided a big impact to local residents during an anticipated 50 -Yr storm occurrence.

Project Funding:
TWDB – FIF

Completion Date:
Completed 2025

Construction Cost:
$3,400,000.00

Team Involvement:
Orlando Cruz PE – Design Manager
Senior Project Manager

Marcus Cruz PE – Project Engineer
Open Channel Hydraulics







City of Weslaco: Pleasant View Regional Detention Facility (RDF)

Project Details

Cruz Hogan was the designer on a new Regional Detention Facility (RDF). Approximately 253,000 cubic yards of earthen material was excavated and hauled off. This regional detention facility is constructed with a level bottom, with a slight grade to existing pilot channel which acts as the systems drainage control and outfall. Additionally, earthen ramps were constructed to allow tractor mowing for maintenance and the general public to safely access the recreational space. Traffic barriers and a traffic control plan were required including temporary fencing and gates were constructed to provide safety and control in busy downtown area.

ACCOMPLISHMENTS:

- Addressed June 2019 Rain Event
- Joint Weslaco & HCCID Venture
- Alleviated flooding in the surrounding neighborhood

Relevance To Harlingen:

This project provided a big impact to local residents during an anticipated 50 & 100 -Yr storm occurrence.

Project Funding:
ARPA

Completion Date:
Completed 2023

Construction Cost:
$670,000.00

Team Involvement:
Orlando Cruz PE – Project Manager
Marcus Cruz PE – Project Engineer
Open Channel Hydraulics









City of Weslaco: Drainage Improvements on Border Ave.

Project Details:

Cruz Hogan was the designer on a roadway drainage project on Border Ave. This Drainage Project on Border Avenue involved the design and construction of approximately 1,120 linear feet of storm drainage RCP infrastructure to effectively mitigate flooding in adjacent neighborhoods that enhanced local flood resilience. The project included upsizing the existing drainage systems from two ditch structures to improve capacity and ensure efficient stormwater runoff management, thereby providing long-term flood protection and supporting community safety and development.

Project Included:

- 1,120 LF of 48" RCP Piping
- 3 Type "M" Storm Manholes
- 200 SY of Pavement Repair
- Type "M" Conflict Manholes
- 2 Concrete Headwalls @ Ditches
- Demo Existing RCP Piping
- **Open Channel Hydraulic Analysis**

ACCOMPLISHMENTS:

- ARAP Funded Project
- Utility coordination in urban corridors
- Alleviated flooding in the surrounding neighborhood

Relevance To Harlingen:

This project provided a big impact to local residents during an anticipated 50 & 100 -Yr storm occurrence.

Project Funding:
ARPA Fund

Completion Date:
Completed 2025

Team Involvement:
Orlando Cruz PE: Project Manager
Marcus Cruz PE: Project Engineer
Open Channel Hydraulics

Construction Cost:
$850,000.00






HCDD No.1 Highway 281 & FM 88 Levee Storm Water Pump Station

Project Details:

Cruz Hogan was served as the designer for a flood control pump station project that effectively managed stormwater by pumping over a USWBC floodway levee, ensuring continuous flood mitigation during significant storm occurrences. The system was engineered to operate in coordination with floodway gate operations, allowing the 42,000 GPM pumps to continue functioning even when the gates were shut due to high water levels, thereby providing reliable and uninterrupted flood protection for the surrounding communities. This impacted the residents just outside the city limits of Weslaco that live in the Hidalgo County Precinct No.1

ACCOMPLISHMENTS:

- Hidalgo County & USWBC Joint Project
- Levee Pump Station for County Flood Mitigation
- Alleviated flooding in the surrounding neighborhood

Relevance To Harlingen:

This project provided a big impact to local residents during an anticipated 50 & 100 -Yr storm occurrence.

Project Funding:
2018 Drainage Bond

Completion Date:
Completed 2025

Construction Cost:
$1,250,000

Team Involvement:
Orlando Cruz PE – Project Manager
Marcus Cruz PE – Project Engineer
Open Channel Hydraulics





City of McAllen N. 10th St.to N. 2nd St. Drainage Improvements

Project Details:

Cruz Hogan served as the designer the for the City of McAllen's storm water capital improvement plan project, which involved extending Dove Ave. from 41st Street to Bentsen Road. The project consisted of a box culverts large diameter RCP drainage enhancements such as installing a siphon at the irrigation canal, crossing the main drainage ditch, and widening Bentsen Road to better manage stormwater and reduce flooding risks in the community. Project included traffic control barricades, signs, detours, & traffic handling as per TXDOT requirements.

Project Included:

- 1127 LF of 48" RCP
- 1000 LF of Metal Beam Guard
- 500 LF of RCP 18"- 30" Pipe
- 2950 LF of 24" Curb & Gutter
- 1,137 LF of 8" DR-18 Waterline
- 3,000 SY of 4" Limestone Base
- 1,600 SF of 6" Concrete Driveway Replacement
- 10,700 SY of 3" HMAC Pavement
- 320 LF of 60" RCP

ACCOMPLISHMENTS:

- Multi-Phase Capital Improvement Project
- Flood Mitigation through City Thorofare
- Utility coordination in urban corridors

Relevance To Harlingen:

This project provided drainage relief during an anticipated 50 & 100 -Yr storm occurrence.

Project Funding:
CIP Drainage Bond

Completion Date:
Feb. 2026

Construction Cost:
Ph,1: $4,129,726.00
Ph,2 $1,219,762.00
Ph. 3 $1,435,291.00
Total: $8,313,000.00

Team Involvement:
Ronnie Cruz PE –Pro Manager
David Lopez PE – Project Eng
Open Channel Hydraulics





ACCOMPLISHMENTS:

Multi-Phase Capital Improvement Project
Flood Mitigation through City Thorofare
Utility coordination in urban corridors
TXDOT H&H Analysis – Floodplain No Rise

Relevance To Harlingen:

This project provided a big impact to local residents during an anticipated 5 & 10 -Yr storm occurrence.

Project Funding:
TXDOT/Alamo

Completion Date:
July 2026

Construction Cost:
$2,400,000.00

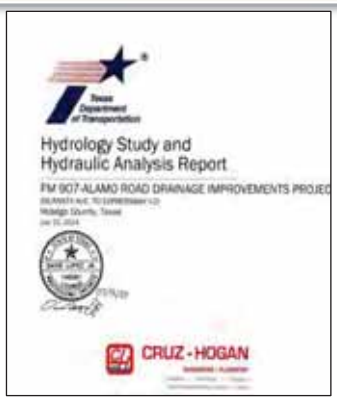
Team Involvement:
Ronnie Cruz PE – Project Manager
David Lopez PE – Project Engineer
Open Channel Hydraulics
Hydraulic Modeling

City of Alamo/TXDOT – FM 907 – Alamo Rd Drainage Improvements (Duranata to Expressway I-2)

Project Details

The proposed project consists of upgrading the existing drainage system by replacing the main truckline to be a 36-in RCP that will connect into an existing 60-in RCP at the intersection of FM 907 and Interstate Highway 2 frontage road. The existing inlets will be replaced with proposed Type “A” Inlets that will have 24-in RCP lateral connections to main truckline.

For this drainage study, site reconnaissance, field survey, TxDOT as-builts and Federal Emergency Management Agency (FEMA) maps were utilized to determine existing drainage flood insurance rate map (FIRM) and recently developed base flood elevation for storm events. Also included in this report are the computed water surface elevations for the 2-year, 5-year and 10-year storm events and computed discharges.









ACCOMPLISHMENTS:

- Funded entirely through ARPA Funding
- Alleviated Drainage and Provided Steet Reconstruction in 3 Phases
- Utility coordination in urban corridors

Relevance To Harlingen:

This project provided is concrete roadway reconstruction that could benefit Harilngen due to extension roadway needing improvements

Project Funding:
CDBG – TDA

Completion Date:
2023 Completion

Construction Cost:
$900,000.00

Team Involvement:
Orlando Cruz PE:
Project Manager
Marcus Cruz PE:
Project Engineer
Roadway/Pavement

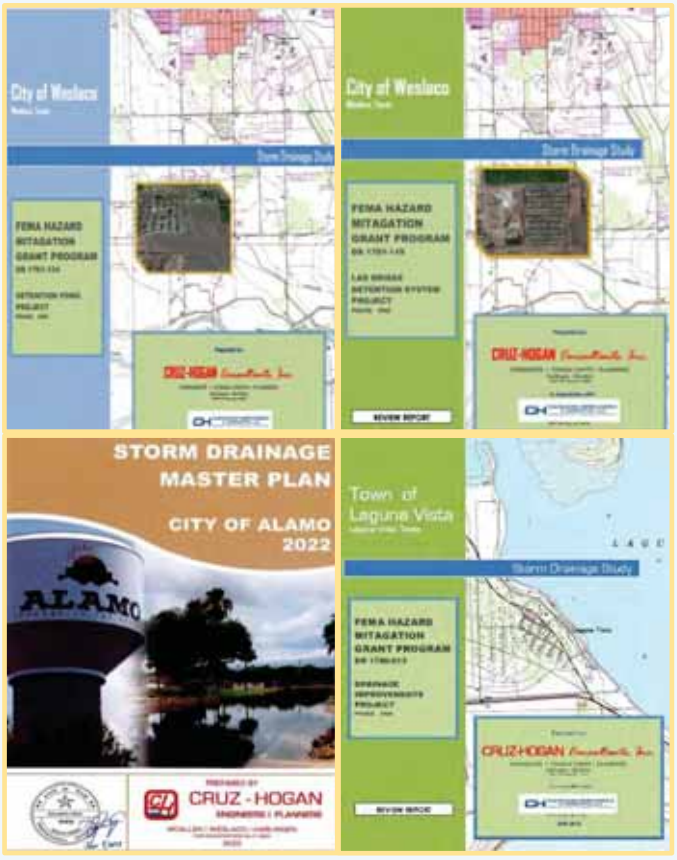
Town of Indian Lake: Paving & Drainage Improvements to Aztec Cove Drive, Phase II Project

Project Details

Cruz Hogan was the designer, and prime consultant, on a paving and drainage project for the Town of Indian Lake. The project involved scarifying and removing existing caliche base and asphalt material, excavation of subgrade, clearing and backfill of existing road ditch with salvage material, compaction of subgrade to final grade, watering and moisture control, tree removal and trimming, material density control and hauling and disposal of all unused materials.

Project Included:

- Reconstruction of Approximately 700 LF of Existing Street
- 5 EA – Storm Drainage Inlets & Manholes
- 1,900 SY of 6’’ Limestone Base Material
- 1,600 LF of 24’’ Roll Over Curb and Gutter
- Concrete Handicap Ramp Sections
- 350 LF of 24” and 18’’ RCP Storm Drainage Line
- 2,500 SY of Lime Stabilization of Sub-Base
- 1,900 SY of 1.5’’ Hot Mix Asphalt Concrete
- 300 SY of Asphalt Transitions
- 4 EA - 8’’ PVC Waterline & Service Adjustments



Drainage Studies and Modeling for Storm Related Systems:

Cruz Hogan has completed comprehensive drainage studies and master planning studies for the City of Weslaco, City of Alamo, Town of Laguna Vista, and other cities where we developed a sustainable, scalable Capital Improvement Plans, Benefit to Cost Ratios, and other strategies to address flood mitigation.

We take pride in successfully completing drainage analyses and studies that are fundamental to the development and implementation of effective flood control and stormwater management solutions. Our approach involves thorough data collection, detailed hydrologic and hydraulic modeling, and careful evaluation of existing conditions to identify potential drainage issues and develop cost-effective, practical solutions. Our firm is committed to ensuring that each study is comprehensive, accurate, and tailored to meet the specific needs of the project, whether it involves capacity analysis, infrastructure design, or floodplain management. By integrating demographic data, land use trends, and drainage system capacity assessments, we developed a dynamic model that allows for system scenario analysis and capacity optimization.

Firm Experience with TDEM/FEMA Funded Projects & H&H Studies

Federal/State Funding Projects:

- **FEMA -TWDB -** FIF City of Weslaco **2025** Cleckler Held RDF Conducted Full **(H&H) Modeling with BCA Calculations**
- **FEMA-TDEM – 2025** Funding Hurricane Beryl FEMA DR-4798 City of Weslaco Paisano Drainage Conducted Full **(H&H) Modeling with BCA/BRC** Calculations - Awaiting Funding
- **FEMA-TDEM** – **2025** Hurricane Beryl FEMA DR-4798 - City of Weslaco Agostadero Drainage Conducted Full **(H&H) Modeling with BCA/BRC Calculations** - Awaiting Funding
- **FEMA Drainage Study** – 2012 "Hurricane Dolly Disaster Recovery"– Las Brisas – Weslaco Conducted Full **(H&H) Modeling with BCA Calculations**
- **FEMA Drainage Study** – 2012"Hurricane Dolly Disaster Recovery"– South Detention – Weslaco Conducted Full **(H&H) Modeling with BCA Calculations**
- **FEMA Hazard Mitigation Grant Program** – DR1780-013 – Laguna Vista – Drainage Improvement's Conducted Full **(H&H) Modeling with BCA Calculations**

City Drainage Master Plans:

- City of Alamo – Storm Drainage Master Plan **2022** – Conducted full **H&H Modeling** and CIP Prioritization
- Town of Laguna Vista – 2005 Storm Drainage Study

TXDOT Drainage Projects:

- FM 907 – Alamo Road Drainage Improvements **2025** – **Hydrology Study and Hydraulic Analysis Report**





Experts at Successful Projects

With **CRUZ-HOGAN's** extensive project experience, we don't need to figure out how the process works, we can advise you every step of the way to efficiently proceed through the funding, planning, and eco-friendly steps to accelerate the project to design and construction!

STORM DRAINAGE & STREET PROJECTS IN HIDALGO COUNTY		
PROJECT NAME AND LOCATION	**FINAL AMOUNT**	**PROJECTED COMPLETION**
City of Weslaco – TWDB Regional Detention Pond Project 2, Phase 1B	$2,784,636.00	2025
City of Alamo – Design of Two Regional Detention Facilities at Livas Elementary and Farias Elementary	$600,000.00	2025
Hidalgo County Precinct No. 2 – Moore Road Project (Veterans Blvd. to San Antonio Rd.)	$800,000.00	Design Phase
Hidalgo County Precinct No. 2 – Minnesota Road Project (Raul Longoria to Cesar Chavez)	$770,000.00	Design Complete
City of McAllen – Dove Avenue Drainage Improvements Project (Bentsen Road to North 41st St.)	$1,924,627.00	Design Complete
City of McAllen – Drainage Utility Project – McAllen Lateral Channel Drainage Improvements	$2,000,000.00	Design Complete
Hidalgo County Drainage District No. 1 – Highway 281 & FM 88 – 2018 Bond Referendum Project No. 14	$1,233,750.00	Construction Phase
City of McAllen – 2018 Drainage Bond Stormwater Management Improvement Projects	$2,997,000.00	Construction Phase
City of Weslaco – Regional Detention Facility for Pleasantview and 11th	$500,000.00	August 2022
City of McAllen – Drainage Utility Project – Camelia Avenue at North 8th Drainage Improvements	$185,000.00	May 2022
City of San Juan – Paving Reconstruction Improvements	$1,100,000.00	November 2020
City of San Juan – 2018 Street Improvements Project	$280,000.00	December 2019
City of Donna – 2017 Street Improvements to South Ave.	$205,000.00	August 2019
City of San Juan – Paving Reconstruction Improvements	$2,180,000.00	December 2018
Hidalgo County Precinct No. 2 – Street & Drainage Improvements	$ 460,000.00	March 2018
City of San Juan – Paseo de las Flores & Public Safety Building & Development Drainage Improvements	$ 885,000.00	2017
City of San Juan – Los Chaparrales Subdivision Phase I Drainage & Sgt. Leonel Treviño Road Widening	$ 1,323,600.00	2017
City of Pharr –Pharr/Reynosa International Bridge Northbound	$ 2,200,000.00	2015
City of Donna - Improvements to Old La Blanca Road	$ 380,000.00	2015
City of San Juan-2014 Street Reconstruction Project	$ 870,000.00	2014
City of San Juan - Lowering of Canal Crossings & Road Widening at Eldora & Sgt. Treviño	$ 650,000.00	2014

STORM DRAINGE & STREET PROJECTS IN CAMERON & WILLACY COUNTY		
PROJECT NAME AND LOCATION	**FINAL AMOUNT**	**PROJECTED COMPLETION**
City of Port Isabel – Improvements to Washington Ave (SH 100 to Pennsylvania Ave.	$356,189.36	July 2023
Town of Indian Lake – Drainage Improvements to Texoma, Iowa, and Citrus Streets	$285,000.00	November 2022
Town of Laguna Vista – Street Improvements (Fernandez, Banker, and David Cuervo Streets)	$265,000.00	November 2022
Town of Indian Lake – Paving & Drainage Improvements to Aztec Cove Drive	$218,000.00	May 2021
City of Port Isabel – Street Improvements to South Shore Drive (Cisneros St. to Adams St.)	$269,000.00	January 2021
Town of Laguna Vista - Street Paving Improvements to Beach Blvd.	$275,000.00	2018
Willacy County – Street Improvements to Wells Street (6th to 9th Street)	$180,000.00	2018
Town of Laguna Vista – Street Improvements to Orange Street (Hibiscus to FM 510)	$180,000.00	2017
City of Port Isabel – Street Improvements to Tarnava & Railroad Streets	$186,000.00	2017
Town of Indian Lake – Paving & Drainage Improvements to Aztec Cove	$175,000.00	2017
Town of Indian Lake – Improvements to Existing North Lake	$163,000.00	2016
Town of Laguna Vista - Street Improvements (Ebony/Hibiscus to FM	$168,000.00	2015
Town of Laguna Vista - Improvements to Palm Boulevard and Mesquite Drive	$323,000.00	2015
City of Lyford –Eleventh and Seventh Street Improvements Project	$130,000.00	2014
Willacy County - Contract B – Street & Drainage Improvements, Supplemental Project, Texas GLO - Hurricane Ike/Dolly	$250,000.00	2014
FEMA Storm Drainage Improvements-Phase I (HMGP) (Laguna Vista, Texas – Cameron County)	$136,000.00 (Study Report)	2012
Willacy County - Contract B – Street & Drainage Improvements Hurricane Ike/Dolly Disaster Recovery	$800,000.00	2012
Town of Laguna Vista - Drainage Improvements on Ebony Lane Hurricane Ike/Dolly Disaster Recovery	$70,000.00	2011
Cameron County Drainage Improvements – Yturria & Musina Street Areas in Port Isabel Texas Department of Rural Affairs - Hurricane Ike/Dolly Disaster Recovery	$170,000.00	2011
City of Port Isabel - Improvements to City Streets Project: City Wide Program	$170,000.00	October 2011

As part of our services, **CRUZ-HOGAN** has assisted and prepared applications, exhibits, and cost estimates for many projects. On this **page** is an extensive breakdown of our storm drainage projects successfully completed over the last 27 years.

SECTION 4

Familiarity with Applicable Rules and Regulations

Harlingen is Our Home!

"Our engineering team is tackling Harlingen's storm drainage upgrades. Because while the Resaca is beautiful, we prefer it staying where it belongs—and not in your driveway."

Familiarity with Harlingen's Infrastructure Needs:

We are familiar with the City of Harlingen 's infrastructure and are confident that our firm can provide practical, cost-effective solutions tailored for the city's needs. Our team understands the intricacy of Harlingen's drainage & roadway infrastructure through our extensive historical records and many years of working with the City through various projects. We excel at at enhancing undersized and aging infrastructure to support sustainable growth and resilience. We are committed to delivering high-quality engineering services that prioritize community safety, environmental stewardship, and long-term infrastructure durability, ensuring Harlingen continues to thrive now and into the future.

Floodplain Management & Regulatory Compliance (EO 11988):

Our firm possesses specialized expertise in navigating the stringent mandates of Executive Order 11988. We provide comprehensive floodplain assessments, risk evaluations, and alternative analysis design services to ensure full regulatory compliance. Our firm also has in house Certified Floodplain Manager (CFM's) and are fully versed with regulatory requirements to floodplains NFIP and FEMA programs.

Our firm provides comprehensive **Floodway No-Rise Certifications** for complex infrastructure and development projects. We ensure that proposed encroachments within regulatory floodways will not cause any increase Base Flood Elevations (BFEs) or floodway widths, adhering to FEMA regulations and local municipal ordinances. We will integrate **Geographic Information Systems (GIS)** with hydraulic modeling to deliver accurate, spatially flood risk and water resource assessments.

Our Methodologies & Tools:

Analysis must be performed using one of the following acceptable frameworks:

- **FEMA BCA Toolkit (v6.0)**
- **USACE HEC-FDA Software (v6.0)**
- **TWDB BCR Input Interface and Analysis Tool**

FEMA Region 6 Hazard Mitigation Assistance (HMA) Compliance:

Our firm brings specialized, hands-on expertise in navigating the complex documentation and compliance frameworks unique to FEMA Region 6. We specialize in positioning municipal infrastructure projects for successful federal funding under Hazard Mitigation Assistance (HMA) programs, including BRIC and HMGP.

- **Cultural & Historical Impacts:** Review under the National Historic Preservation Act (NHPA) to ensure zero adverse effects on tribal lands or historic municipal districts common to Region 6.
- **Build America, Buy America Act (BABAA):** All domestic federal financial assistance for infrastructure projects must comply with BABAA
- **Mitigation Plan:** The sub applicant jurisdiction must possess a current, FEMA-approved Local Hazard Mitigation Plan
- **Standard Conformance:** Mitigation designs must prove compliance with accepted engineering practices, regional building codes, and municipal design standards.
- **Hydrologic & Hydraulic (H&H) Modeling:** For flood control or drainage mitigation, applications must include modeling.





FEMA



THC – SHPO – Section 106 Compliance:

Our firm offers specialized expertise in navigating Section 106 compliance and meeting the stringent requirements of the Texas Historical Commission (THC) and State Historic Preservation Offices (SHPO). We seamlessly integrate cultural resource management into the early stages of project planning to accelerate project delivery.

- All federal and state compliance project reviews must be processed through the THC's electronic system, **eTRAC (electronic Review and Compliance)**
- Any ground-disturbing activity on public land requires notification to the THC prior to breaking ground.
- If archeological resources are present, an Antiquities Permit must be formally secured before construction or structural mitigation can proceed.

TEXAS HISTORICAL COMMISSION
REAL PLACES TELLING REAL STORIES

Texas Department of Transportation

TXDOT Specs and Standards:

Our firm features deep, practical experience complying with TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges and the TxDOT Hydraulic Design Manual. We ensure local municipal projects are fully compliant from day one.

- Designed systems must adhere strictly to the rules laid out in the TxDOT Hydraulic Design Manual (HDM) and local district criteria.

Familiarity with State and Federal Projects & Regulations

CRUZ-HOGAN *Consultants, Inc.* is fully aware that a successful project not only relies on technical expertise, but also engineers that have a thorough understanding of the funding mechanisms for each project. Our team has been involved with projects that have been funded through city bond elections, Texas Water Development Board, USDA, Environmental Protection Agency, FEMA Hurricane Relief funding, Texas Department of Transportation Funding (categorical), and Community Block Grant Development funding. **CRUZ-HOGAN** has the expertise, diversity, knowledge, and experience needed to handle public improvement projects. Our team has successfully completed numerous public improvement projects; therefore, our team is aware and up to date on the latest ordinances, standards, codes, regulations and requirements that are critical to a project's success.

Experts at Environmental Clearance and Permitting

Our team has extensive knowledge working with the Texas Water Development Board (TWDB) through their various funding programs, including **Economically Distressed Areas Program (EDAP)**, **Clean Water State Revolving Fund (CWSRF),** and **Drinking Water State Revolving Fund (DWSRF**) over the last **22 years**.

History with Environmental EA's and EID's for TWDB Projects

CWSRF – WWTP 1.5 MGD Expansion & Rehab – Weslaco, TX	2024	**Environmental Assessment (EA)**	$ 33,500,000
CWSRF – LS No. 13 & Force Main - San Juan, TX	2024	**Environmental Assessment (EA)**	$ 1,700,000
CWSRF – WWTP Improvements - San Juan, TX	2023	**Environmental Assessment (EA)**	$ 8,500,000
CWSRF – Sludge Dewatering Facility - San Juan, TX	2021	**Environmental Assessment (EA)**	$ 1,200,000
CWSRF – First Time Sewer Connections - San Juan, TX	2019	**Environmental Assessment (EA)**	$ 1,430,000
CWSRF – Rehab of Ground & Elevated Storage – Olmito WSC	2015	**Environmental Assessment (EA)**	$ 2,700,000
DWSRF – Rehab Existing WTP Clarifiers - Edinburg, TX	2024	**Environmental Assessment (EA)**	$ 8,500,000
DWSRF – Rehab Existing WTP Filters - Edinburg, TX	2023	**Environmental Assessment (EA)**	$ 8,500,000
DWSRF – 3.5 MGD WTP No. 2 Expansion - San Juan, TX	2018	**Environmental Assessment (EA)**	$ 8,500,000
DWSRF – 16" Water Transfer Line – San Juan, TX	2015	**Environmental Assessment (EA)**	$ 2,500,000
DWSRF – Water System Improvements – EL Jardin WSC	2013	**Environmental Assessment (EA)**	$ 3,000,000
DWSRF – 1.0 MG Elevated Storage Tank – EL Jardin WSC	2013	**Environmental Assessment (EA)**	$ 750,000
EDAP – First Time Sewer Connections - San Juan, TX	2019	**Environmental Information Documents (EID)**	$ 1,430,000
EDAP – Purchase of Water Rights for Pharr, TX	2012	**Environmental Information Documents (EID)**	$ 3,500,000
EDAP – First Time Sewer Connections – Olmito WSC	2012	**Environmental Information Documents (EID)**	$ 1,800,000
EDAP – First Time Sewer Connections – San Benito, TX	2002	**Environmental Information Documents (EID)**	$ 1,100,000
EDAP – Colonia Wastewater Collection System – San Benito	2002	**Environmental Information Documents (EID)**	$ 1,800,000

Economically Distressed Areas Program (EDAP)
Clean Water State Revolving Fund (CWSRF)
Drinking Water State Revolving Fund (DWSRF)

History with TCEQ Permitting & Compliance

Olmito WSC WWTP Discharge Permit – Major Amendment	**2025**
HWWS WWTP Discharge Permit – Renewal	**2025**
San Juan WWTP Discharge Permit – Major Amendment	**2023**
HWWS WWTP Discharge Permit – Renewal	**2015**
HWWS WWTP Discharge Permit – Major Amendment	**2011**

History with Railroad Permitting

Olmito WSC Gravity Sanitary Sewer Union Pacific Encroach & Crossing	**2019**
San Juan Force Main Union Pacific Encroach & Crossing	**2021**

History with Archeological Surveys

THC – SHPO – OWSC LS Project Arch Survey	**2022**

History with Environmental Reports (ER's) USDA Projects

PPG - Olmito WSC Water Treatment Plant Expansion Project	Current	**Environmental Report (ER)**	$ 45,000
RD - New 1.25 MGD Wastewater Treatment Plant - Olmito WSC	Current	**Environmental Report (ER)**	$ 8,500,000
PPG - El Jardin WSC Water Treatment Project	Current	**Environmental Report (ER)**	$ 45,000
RD - Olmito WSC Wastewater Collection System Expansion	Current	**Environmental Report (ER)**	$ 6,850,000
RD - Waterline Improvements Project – Olmito WSC	2021	**Environmental Report (ER)**	$ 992,450
RD - New 350,000 Elevated Storage Tank	2021	**Environmental Report (ER)**	$ 1,241,000
RD - New 100,000 Gallon Elevated Tank – Lyford, TX	2014	**Environmental Report (ER)**	$ 831,300
RD - Water Transmission Line Project – Lyford, TX	2014	**Environmental Report (ER)**	$ 530,841
RD - Water Treatment Plant Expansion – Lyford, TX	2014	**Environmental Report (ER)**	$ 2,553,975
RD - 1.0 MGD Water Treatment Plant Expansion	2011	**Environmental Report (ER)**	$ 3,575,225
RD - Water Valve Replacement and Tank Rehab – Olmito WSC	2003	**Environmental Report (ER)**	$ 250,000
RD –Water and Sewer Improvements – Olmito WSC	2000	**Environmental Report (ER)**	$ 650,000
RD - New 3.50 MGD Water Treatment Project – Alamo, TX	1980	**Environmental Report (ER)**	$ 3,500,000

Rural Development Program = (RD)
Project Planning Grant = (PPG)
Preliminary Engineering Report = (PER)

REFERENCE FORM

The following information shall be required to accompany all bid submittals.

1. Local company's business name and business information.

Company name: Cruz-Hogan Consultants, Inc.

Address: 1204 North 7th Street ,Suite B, Harlingen TX 78550

Contact Person: Marcus Cruz, P.E., CFM

Office Phone #: (956) 854-4227 Mobile #: (956) 536-2114

Email Address: marcus@cruzhogan.net

2. Your Corporate Company's name and business information.

Corporate name: Cruz-Hogan Consultants, Inc.

Address: 2290 W. Pike Blvd., Ste. 102, Weslaco, TX 78596

Office Phone #: (956) 854-4227 Mobile #: (956) 639-7770

Email Address: orlando@cruzhogan.net

3. Does your company participate in Cooperative Contract Pricing? YES / [NO] (select below)

___ BuyBoard (TASB) ___ H-GAC ___ Choice Partners ___ GSA ___ ASC
___ OMNIA Partners ___ TXMAS ___ Sourcewell ___ TIPS ___ TCI
___ TXSmartBuy ___ TXDIR ___ Other: _____

CO-OP Contract #: _____ Effective Dates: _____ to _____

4. A minimum of 3 references (local preferred).

	Company Name	Contact Name	Phone	Email
1.	City of Weslaco	CM: Xavier Salinas	(956) 968-3181	xsalinas@weslacotx.gov
2.	City of Alamo	Acting CM: Saul Solis	(956) 787-0006	ssolis@alamotexas.org
3.	Town of Laguna Vista	CM:Victor Treviño	(956) 456-7573	cm@lvtexas.us

5. Municipal projects (local preferred):

	Municipality Name	Project Name	Amount	Completion Date
1.	City of Weslaco	TWDB Cleckler-Heald RDF	$3,500,000.00	Jan. 2026

Contact Name, Phone, Email: Xavier Salinas, (956) 968-3181, xsalinas@weslacotx.gov

2.	City of Alamo	TXDOT H&H Drainage Imps.	$525,000.00	July 2026

Contact Name, Phone, Email: Saul Solis, (956) 787-0006, ssolis@alamotexas.org

3.	Town of Laguna Vista	FEMA Drainage Studies Hurricane Dolly		2013

Contact Name, Phone, Email: Victor Treviño, (956) 456-7573, cm@lvtexas.us

4.	City of McAllen	McAllen Lateral Channel Imps.	$5,690,000.00	Ongoing

Contact Name, Phone, Email: Rene Gonzales, P.E., (956) 681-1150, engineering@mcallen.net

5. _____

Contact Name, Phone, Email: _____

BUSINESS DATA CERTIFICATION

Name of Firm: Cruz-Hogan Consultants, Inc.

Address: 1204 North 7th Street, Suite B, Harlingen TX 78550

Number of Years in contracting business under present name: 38

Type of work performed by your firm: Civil Engineering

Have you ever failed to complete any work awarded to you? (Y/N) N

Have you ever defaulted on a contract? (Y/N) N

He/She certifies that:

(a) The legal name and the business address of the undersigned are:

Cruz-Hogan Consultants, Inc.

1204 North 7th Street ,Suite B, Harlingen TX 78550

(b) The undersigned is : **(Circle One)**

A Single Proprietorship | A Corporation organized in the State of Texas

A Partnership | Other Organization

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
Orlando S. Cruz, P.E.	President	2290 W. Pike Blvd., Ste. 102 Weslaco, TX 78596
Ronnie Cruz, P.E., CFM	Vice-President	605 E. Violet Ave., Ste. 1 McAllen, TX 78504
Marcus Cruz, P.E., CFM	Project Engineer	1204 North 7th Street, Suite B Harlingen, TX 78550

(d) The name and addresses of all other persons having a substantial interest in the undersigned, and the nature of the interest are:

NAME	ADDRESS	NATURE OF INTEREST
N/A		

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are:

NAME	ADDRESS	TRADE CLASSIFICATION

N/A		

Orlando S. Cruz, P.E.

NAME OF AUTHORIZED REPRESENTATIVE (printed)

SIGNATURE OF AUTHORIZED REPRESENTATIVE

JULY 14, 2026

DATE

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

OFFICE USE ONLY

Date Received

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

By law this questionnaire must be filed with the records administrator of the local government entity no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, local Government Code. An offensive under this section is a Class C misdemeanor.

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

NONE

2 ☐ **Check this box if you are filling an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

NONE

Name of Officer

This section, (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

N/A ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

N/A ☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or Coordinator, or holds an ownership of 10 percent or more?

N/A ☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section..

N/A

4

Cruz-Hogan Consultants, Inc.
Orlando S. Cruz, P.E., President

28 7/14/26

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/6/2026

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

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PRODUCER
AssuredPartners Design Professionals Ins. Svc. LLC
1325 4th Ave, Suite 2100
Seattle WA 98101

License#: 6003745

CONTACT NAME: Geoff Bollert
PHONE (A/C, No, Ext): 360-598-5022 **FAX (A/C, No):** 360-598-5022
E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Westfield Select Insurance Company	17105
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Cruz Hogan Consultants Inc
2290 W Pike Blvd., Ste 102
Weslaco TX 78596
CRUZHOG-01

COVERAGES **CERTIFICATE NUMBER:** 1572346922 **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liab; Claims Made			ADP-0000841	9/9/2025	9/9/2026	Per Claim Aggregate	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured Status is not available on Professional Liability Policy.

CERTIFICATE HOLDER

City of Harlingen
118 E. Tyler Ave.
Harlingen TX 78550
United States

CANCELLATION

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
Geoff Bollert

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Policy Number:

Date Entered: 09/14/2023

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/22/2026

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PRODUCER
RISKPRO Insurance Agency, LLC
901 Waterfall Way, Suite 407
Richardson, TX 75080

CONTACT NAME:
PHONE (A/C, No, Ext): ( ) -
FAX (A/C, No): ( ) -
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Property & Casualty Ins Co of Hartford	34690
INSURER B : Hartford Fire Insurance Company	19682
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Cruz-Hogan Consultants, Inc.

2290 W. Pike Blvd
Ste. 102
Weslaco, TX 78596

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X		46 SBA BT2J1J	6/4/2026	6/4/2027	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X		46 SBA BT2J1J No Owned Autos	6/4/2026	6/4/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	46 WBC AB7729	7/30/2026	7/30/2027	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage is subject to all policy terms, conditions, exclusions and endorsements.

Certificate holder as additional insured on a primary and non-contributory basis for genearl & hired non-owned auto liabilty when required by written contract but only as respects operations of the named insured. Waiver of subrogation on workers compensation when required by written contract.

CERTIFICATE HOLDER
City of Harlingen
118 E. Tyler
Harlingen, TX 78550

CANCELLATION
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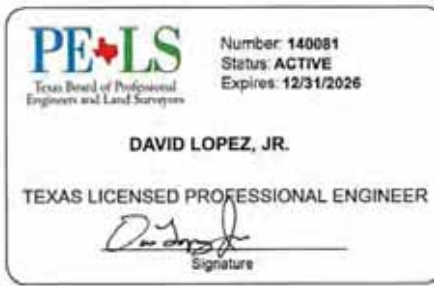
AUTHORIZED REPRESENTATIVE

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Texas Board of Professional Engineers and Land Surveyors

CERTIFICATE OF REGISTRATION

This acknowledges that

CRUZ-HOGAN CONSULTANTS INC

has fulfilled the requirements of the Texas Board of Professional Engineers and Land Surveyors to offer and perform engineering services in the state of Texas.

Registration Number
F-4860

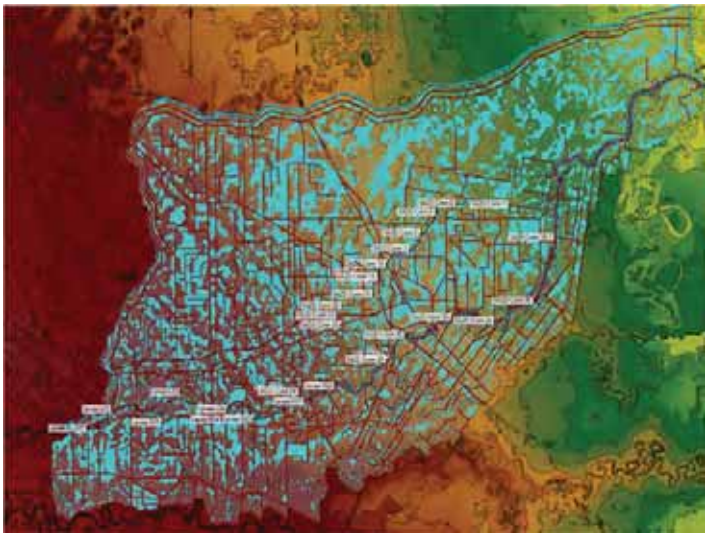
Expiration Date
7/31/2028

Bid #6

STATEMENT OF QUALIFICATIONS

RFQ NO. 2026-11 PROFESSIONAL ENGINEERING SERVICES
CITY OF HARLINGEN
TREASURE HILLS BOULEVARD STORM SEWER IMPROVEMENTS
(SYS#008 & SYS#018)
FEMA/TDEM PROJECT NUMBER DR4485-0246

Deadline: Tuesday July 14, 2026, at 2:00 PM

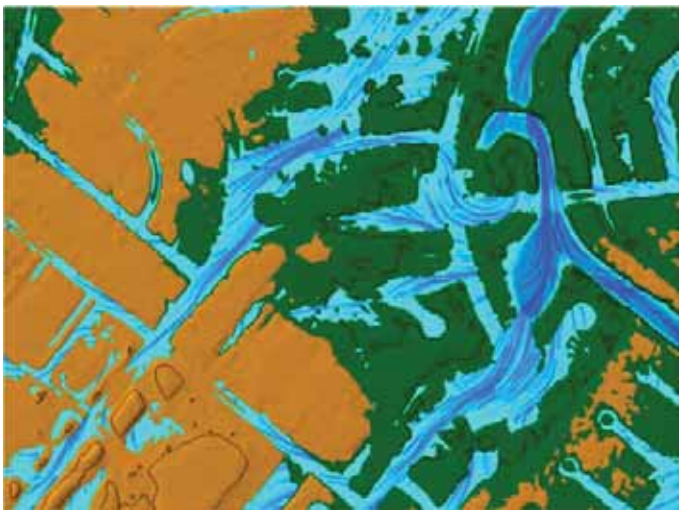














Submitted by

CSE Civil Systems Engineering, Inc.

Civil Systems Engineering, Inc.

1202 Lake Pointe Parkway
Sugar Land, TX 77478
(713) 782-3811

July 13, 2026

Ms. Mari Leal
Procurement Supervisor
City of Harlingen
404 South 54th Street
Harlingen, Texas 78550

RE: RFQ NO. 2026-11 PROFESSIONAL ENGINEERING SERVICES
CITY OF HARLINGEN TREASURE HILLS BOULEVARD STORM SEWER IPROVEMENTS (SYS#008 & SYS#018)
FEMA/TDEM PROJECT NUMBER DR4485-0246

Dear Ms. Leal:

Civil Systems Engineering, Inc. (CSE) is pleased to submit this Statement of Qualifications to provide professional engineering services for the City of Harlingen Treasure Hills Boulevard Storm Sewer Improvements Project. This project aligns directly with CSE's expertise in drainage infrastructure, hydrologic and hydraulic engineering, FEMA-funded flood mitigation, and municipal stormwater improvements. Our team is uniquely qualified to deliver a technically sound, constructable, and fully compliant design that supports the City's flood mitigation objectives while satisfying the accelerated project schedule.

CSE offers an unparalleled understanding of Harlingen's drainage infrastructure through decades of direct engineering experience with the City. Our engineers prepared the City of Harlingen Master Drainage Plan**, are currently leading the** Harlingen HUC-10 Flood Protection Planning Study **funded through the Texas Water Development Board, and recently completed the** Commerce Street Redesign Project**, which included extensive hydraulic analyses, utility coordination, storm sewer improvements, and the design of a new underground outfall drainage system. These projects have provided our team with comprehensive knowledge of the City's drainage systems, watershed characteristics, hydraulic constraints, utility infrastructure, and long-term flood mitigation priorities.**

Because CSE has already developed detailed hydrologic and hydraulic models, assembled GIS databases, inventoried drainage infrastructure, and evaluated flood-prone areas throughout Harlingen, we are able to begin this project with a significant technical advantage. This existing knowledge reduces project risk, minimizes the need for redundant investigations, and allows our team to focus immediately on design development and project delivery.

For more than 30 years, CSE has successfully completed municipal, county, state, and federally funded drainage, flood mitigation, transportation, and utility infrastructure projects throughout Texas. Our multidisciplinary staff includes nationally recognized hydrologic and hydraulic engineers, roadway drainage specialists, utility coordinators, GIS professionals, and construction support personnel experienced in delivering projects from planning through final design and construction.

CSE fully understands the technical and regulatory requirements associated with FEMA Hazard Mitigation Grant Program (HMGP) projects. Our team routinely prepares FEMA-compliant hydrologic and hydraulic analyses, Benefit-Cost Analyses, floodway evaluations, no-rise certifications, floodplain permitting documentation, and supporting engineering documentation required by FEMA Region 6, TDEM, and local regulatory agencies. We are experienced in developing native HEC-RAS and HEC-HMS models, coordinating environmental and utility requirements, and preparing complete PS&E packages that are technically accurate, constructable, and ready for bidding.

Our project management approach emphasizes proactive communication, milestone-based quality assurance and quality control, interdisciplinary coordination, and schedule management. Dedicated engineering staff are immediately available upon Notice to Proceed, and our established QA/QC procedures ensure that every deliverable meets the City's expectations for technical quality, regulatory compliance, and constructability. Combined with CSE's permanent Harlingen office, our team provides responsive local support throughout project development, agency coordination, utility coordination, stakeholder meetings, and construction.

The Treasure Hills Boulevard Storm Sewer Improvements Project represents another opportunity for CSE to continue our long-standing partnership with the City of Harlingen. Building upon our work on the Master Drainage Plan, the Commerce Street Redesign Project, and the ongoing HUC-10 Flood Protection Planning Study, we are uniquely positioned to leverage our existing engineering knowledge, hydraulic analyses, and familiarity with the City's infrastructure to efficiently advance this project while minimizing risk, reducing design effort, and delivering exceptional value.

Per Section II of the RFQ, our contracting information is provided below:

- Contracting Firm: **Civil Systems Engineering, Inc. (CSE)**
- Company Address: **222 East Van Buren, Suite 600, Harlingen, Texas 78550**
- Primary Contact: **Javier Zamora, P.E., CFM, Project Manager**
- Telephone: **(956) 564-3498**
- Fax: **(713) 782-3812**
- Email: **jzamora@cseengineers.com**

CSE appreciates the opportunity to submit our qualifications for this important project. We are committed to delivering a technically sound, cost-effective, and fully compliant engineering solution that reduces flood risk, supports successful FEMA and TDEM project implementation, and provides lasting benefits to the City of Harlingen. We appreciate your consideration and look forward to continuing our successful partnership with the City.

Sincerely,



Deren Li, Ph.D., P.E., BC.WRE
President

CSE

TABLE OF CONTENTS

Cover Letter i

TAB A — Approach to Scope of Work 1

A.1 Firm's Understanding of the Proposed Drainage Improvements 1
A.2 Proposed Approach for Delivery of the Scope of Work 2
A.3 H&H Study and Hydraulic Modeling Methodology 3
A.4 FEMA Benefit-Cost Analysis (BCA) Methodology 4
A.5 Environmental and Historic Preservation Coordination 5
A.6 Technical Resources, Geotechnical, QA/QC, and Public Outreach 5
A.7 Team Experience in Major Issues and Challenges 5
A.8 Preliminary Project Schedule — Six-Month Delivery 6

TAB B — Experience and Professional Qualifications of the Firm and Team 7

B.1 Professional Qualifications Narrative and Disciplines 7
B.2 Project Team Organizational Chart 8
B.3 Key Personnel Experience Matrix 8
B.4 Key Personnel — Technical Competence and Expertise 9
B.5 Schedule Commitment and Availability 10
B.6 FEMA BCA Team Qualifications 10
B.7 Firm Registration, Licenses, and Resumes (Appended) 10

TAB C — Firm Capability and Past Experience 11

C.1 Representative Projects Demonstrating Similar Work 11
C.2 Staffing Capacity and Schedule Affirmation 12
C.3 FEMA BCA Demonstrated Capability 12
C.4 Projects Advanced into Funding, FEMA Approval, and Construction 13
C.5 References and Required Forms 13

TAB D — Familiarity with Applicable Rules and Regulations 14

D.1 Regulatory Familiarity and Agency Experience 14
D.2 EO 11988, Floodplain Permitting, FEMA Region 6 HMA, TDEM/HMGP 14
D.3 TxDOT, UPRR, Water Utility, and District Coordination 14
D.4 Applicable Federal, State, and Local Regulations 15
D.5 FEMA BCA Regulatory Familiarity 15
D.6 Certifications, CIQ, Insurance, and DBE/HUB Participation 15

Appendices — Required Forms, Certificates, and Resumes 17

TAB A

TAB A Approach to Scope of Work

The plan behind this RFQ is a CSE plan. *CSE authored the City's 2008 Master Drainage Plan and the 2025 HUC-10 Flood Protection Plan Study — the sources of this RFQ's exhibits — and retains the calibrated EPA-SWMM and HEC-RAS models for Systems 008 and 018. No other firm starts this project with the design basis already in hand.*

A.1 FIRM'S UNDERSTANDING OF THE PROPOSED DRAINAGE IMPROVEMENTS

Civil Systems Engineering, Inc. (CSE) understands that the Treasure Hills Boulevard Storm Sewer Improvements project is intended to improve stormwater conveyance capacity, reduce localized flooding risk, and enhance the overall hydraulic performance of the corridor through the replacement and reconfiguration of existing storm sewer infrastructure. The project will evaluate, design, and replace the undersized and inefficient storm sewer facilities, establish hydraulic connectivity between Storm Sewer Systems 008 and 018, and implement improvements that achieve measurable, FEMA-defensible flood mitigation benefits under FEMA/TDEM project DR4485-0246 while maintaining compatibility with the City's existing drainage network and development standards.

Our understanding of the work includes the following key elements:

Replacement of Existing Storm Sewer Infrastructure - Evaluate existing storm sewer condition, inlet & pipe capacity limitations, sheetflow patterns, structural deficiencies, operational constraints, and physical/ geometric restrictions to define system replacement needs. Improvements may include replacement and/ or additional storm sewer pipes, inlets, manholes, junction boxes, outfalls, and associated appurtenances to provide a long-term serviceability, hydraulically appropriate system. Design will meet the city criteria of 25-year design criterion using NOAA Atlas 14 rainfall.

Hydraulic Connectivity Between Systems 008 & 018 - Analyze existing drainage boundaries, inlet capture and ponding widths, storm sewer capacities, hydraulic grade lines (HGL), downstream tailwater conditions, and overland sheetflow patterns of systems and drainage areas. Incorporate connecting pipe from System 018 to 008 (Becky Lane to Treasure Hills Blvd) along Emerald Lake Dr. to establish a functional interconnection between the two systems that balances flows between basins, provides an additional outfall relief for System 018, and minimizes system surcharge under design-storm conditions.

Flood Mitigation Objectives - Develop improvements that reduce flood depths, durations, and extents for both the 25-year design frequent, 100-year extreme event, and major storm events (i.e. March 2025). Improvements shall consider minimizing street ponding, reducing risk to adjacent properties and critical infrastructure, and being in compliance with City and other regulatory agency criteria.

Service Continuity and Constructability – Proposed improvements shall be economical and constructable, accommodate future operations and maintenance needs, and minimize impacts to residents, utilities, and the transportation corridor.

The project systems outfall into Emerald Lake, which is also referenced as Drain C-Left (north outlet) by Cameron County Drainage District No.3 (CCDD3) and as Tributary No. 1 to Arroyo Colorado by FEMA. Emerald Lake lies within a delineated FEMA flood hazard Zone AE with a regulatory Floodway, as per FEMA FIRM Panel 48061C0270F, dated February 16, 2018. Per 44 CFR 9.11(d)(4), no encroachment may increase flood levels during the base flood discharge. CSE's design strategy explicitly incorporates a no-rise engineering approach: the same H&H model that sizes the improvements will document floodplain and floodway compliance, and CSE will submit the H&H documentation and/or signed no-rise statement required by the RFQ.

Because this is an HMGP-funded project, every design iteration must meet FEMA Region 6 documentation requirements - from data collection through H&H modeling, BCA, EHP clearance, and closeout. CSE has structured the entire work plan around that requirement.

CSE authored the City's 2008 Master Drainage Plan (MDP) and the HUC10 Flood Planning Study. These studies utilized detailed HEC-RAS 2D and EPA-SWMM models for the City of Harlingen storm sewer systems, including Systems 008 and 018. Retaining possession of these calibrated models gives CSE the immediate ability to refine with updated information, substantially reducing modeling and alternatives-analysis time and helping ensure the PS&E package is delivered on budget and on schedule.

CSE Team recently completed the City's System 023 Drainage Improvement Project, a directly comparable storm sewer improvement, on an accelerated nine-month schedule. CSE also delivered the Commerce Street reconstruction PS&E, which included a major 100-year capacity trunkline and flood relief storm sewer system. Both projects included similar dense utility corridor conditions present on Treasure Hills Boulevard.

Project System Understanding

Current drainage problems within Systems 008 & 018 result in flooding along Treasure Hills Blvd, 25th Street, Becky Ln, and Emerald Lake Dr. These drainage problems result from multiple issues including: inadequate inlet placement and runoff interception, undersized storm sewer systems, and potential for high outfall tailwaters and backwater from Emerald Lake (Drain C-Left).

A review of the existing drainage systems and topography show that the contributing drainage area to 25th Street ponds at the intersection of 24th and Tresure Hills Blvd. However, due to topography, the overflow path for this runoff extends down Becky Lane. This results in a significant increase in runoff to Becky Lane which overloads the storm sewer system and causes deep ponding at Becky Lane and Emerald Lake Dr.

A proposed solution, as presented in the latest COH drainage plan, includes adding a storm sewer extension along 25th Street to capture runoff prior to prevent overflowing down Becky Lane. Also the Treasure Hills Blvd storm sewer system is significantly increased to accommodate the current 25-year design frequency.

Since the existing Becky Ln system outfall runs between two houses, CSE will look at inter-connecting the Becky Lane improved system to the Treasure Hills system to increase its outfall capacity. The inter-connection shall include a pipe/ box running along Emerald Lake Dr from Becky Ln to Treasure Hills Blvd. The inter-connection will require an enlargement of the MDP 018 box size from the junction to the outfall.

To increase the systems' outfall capacity, CSE will look at lowering the tailwater conditions within Emerald Lake. A few options include proposing a new gated-box outlet below the existing weir lake outfall or reconstruct the existing weir with an added low elevation gate. The gate can be opened prior to a storm event to lower the static water surface within Emerald Lake, increasing its storage capacity and lower the storm systems outfall tailwaters.

CSE will utilize 2D HEC-RAS to analyze overland sheetflow patterns and inundation depths for existing and proposed conditions. CSE will design the proposed storm sewer systems and inlets using OpenRoads DU program.

A.2 PROPOSED APPROACH FOR DELIVERY OF THE SCOPE OF WORK

Project Management and City Coordination. The project will be managed by Javier Zamora, P.E., CFM — former City of Harlingen City Engineer and Public Works Director — serving as the City's single point of contact with responsibility for schedule, budget, quality, and coordination. CSE will develop a Project Management Plan (PMP) detailing status reporting, invoicing, schedule, milestone products, public outreach, and QA/QC procedures. Activities include a kickoff meeting confirming scope and communication protocols; an execution plan with action-item tracking, submittal calendar, and risk register; bi-weekly progress meetings with the Harlingen Engineering Department; and document control for all deliverables. Design progress reviews occur at data collection/existing conditions, preliminary alternatives, 30%, 60%, 90%, and final construction documents. CSE will also assist City personnel with TDEM, FEMA, and TxDOT coordination for permitting and HMGP processing.

Water and Wastewater Utility Coordination — Harlingen Waterworks System (HWWS). Treasure Hills Boulevard carries water and wastewater mains operated by the Harlingen Waterworks System, the City's water utility district. CSE will engage HWWS at project kickoff — not at 60% design — to obtain current as-builts, jointly field-verify critical mains, and review proposed vertical alignments so that upsized RCP avoids water and sanitary conflicts rather than discovering them in construction. This early-engagement protocol was built and proven on System 023, Commerce Street, and Jefferson Ditch, where advance coordination prevented relocation change orders and schedule impacts. The same protocol extends to the irrigation and drainage district facilities that cross or receive these systems, including Harlingen Irrigation District No. 1, Cameron County Irrigation No. 1 and Cameron County Drainage District No. 3.

Utility Coordination Strategy. Utility coordination begins in week one and continues throughout design. CSE will compile utility records and GIS data from City-provided contacts and Harlingen WaterWorks (HWWS), build the existing-utility layout within OpenRoads, correlating base topo/survey with as-builts from each Utility Owner (Quality Level D), upgraded through field verification. SUE field investigations, including Quality Level A and B will be performed to provide more detailed location data. This layout will be used to assess relocation necessities and evaluate design alternatives — identifying vertical and horizontal conflicts early — and issue formal notification letters to affected utilities upon completion of the 100% plans. Coordination addresses water, wastewater, storm drainage, franchise utilities, telecommunications, and electrical infrastructure. RODS Subsurface Utility Engineering (RSUE) leads SUE support.

Field Surveying. Survey methods conform to City and TxDOT standards: ROW-to-ROW surveying of existing roadways, ROW boundaries, and utility field markers, integrated directly into the design base map by RODS Surveying. Detailed terrain model will be generated for design use and plan production. Control sheets will be generated to be included within the plan set. Survey data will be referenced to NAD83 horizontal and NAVD88 vertical datums.

Staged PS&E Development. Existing-conditions assessment per RFQ Task 1 (obtain, review, and

confirm available information for the Project Study Area, confirmed through additional data review, reconnaissance, and field assessments; survey integration; storm sewer inventory and condition/ capacity assessment) → H&H evaluation (watershed delineation, existing/proposed modeling, HGL and flood-reduction performance) → engineering design (replacement layouts, 008/018 connection design, junction and outfall improvements, erosion and sediment control, traffic control and sequencing) → 100% plans finalizing known utility crossings — Cover Sheet, General Notes, Storm Drain Plan & Profile, Sedimentation and Erosion Control Plan, Traffic Control Plans, Storm Drainage Details, Sedimentation and Erosion Control Details, and Traffic Control Details, plus quantity summaries and drainage area exhibits → specifications (table of contents referencing applicable TxDOT specifications, paired with the City-provided front-end contract documents) → engineer's estimate (quantity takeoffs, opinion of probable cost, tabulated bid form). Deliverables are formatted on 11x17 sheets at 1″=40′ horizontal and 1″=10′ vertical.

Drainage Design Approach. The drainage system design will locate and select inlet types and size pipes and slopes to meet hydraulic capacity while avoiding utilities and minimizing pavement damage. Improvements will be refined based on updated SWMM modeling as well as design and physical restrictions, investigating design optimizations that minimize cost and schedule. Design modeling will be summarized in a technical memorandum accompanying the PS&E plan set — plan and profiles, drainage areas, computations, and special drainage details.

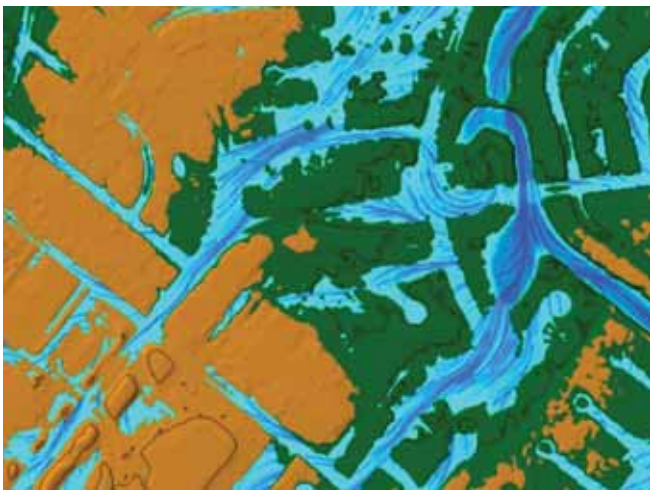
Beyond Design — Continuity through Construction. Although construction bidding and construction management are excluded from this RFQ's scope, CSE routinely provides bid package development, bid solicitation support, confirmed documents, submittal review, and construction oversight reporting on similar City projects — the same team remains available should the City request continuity through bidding and construction under separate authorization.

A.3 H&H STUDY AND HYDRAULIC MODELING METHODOLOGY

CSE will develop the signed and sealed H&H Study as the technical foundation for design, floodway compliance, and the BCA. The appropriate EPA-SWMM models from the HUC 10 FPPS will be updated based additional information; HEC-RAS models will be updated to set tailwater conditions and evaluate overland sheet-flow and outfall conditions. The analysis simulates the 4% (25-year) and 1% (100-year) AEP events required for the design plus the additional recurrence intervals (2% & 0.2%) used in the BCA, and analyzes upstream and downstream effects to demonstrate post-project water surface elevations comply with state and local rules — including the floodway no-rise requirement.

Hydrologic Analysis estimates runoff generation and temporal distribution for existing and proposed conditions: watershed delineation and sub-basin development, time-of-concentration evaluation, runoff coefficient and infiltration assessment, existing and future land-use evaluation, design-storm development under municipal and regulatory criteria, and sensitivity testing for critical storm events. The hydrologic model establishes inflow hydrographs for the hydraulic model.

Hydraulic Analysis will evaluate the conveyance performance of the existing system and define recommended improvements. The hydraulic analysis shall be used to analyze and design storm sewer sizes and capacity, inlet placement, inter-connectivity between Systems 008 and 018, HGL assessment, surcharge and overflow evaluation, tailwater/ backwater analysis, and existing-versus-proposed comparisons. Several hydraulic models will be generated. Extreme event analysis will be performed within 2D HEC-RAS using rain-on-mesh runoff calculations to analyze the overland sheetflow and overflow patterns, initial conduit sizes for runoff capturing and conveyance, and tailwater/ backwater impacts. EPA-SWMM will be used to analyze system inter-connectivity and design HGL. The storm sewer design and PS&E will be performed using OpenRoads DU, which integrates the physical components of the roadway, drainage systems, and utilities for plan production. 2D HEC-RAS will also be used to develop the existing and proposed inundation maps, as required for the BCA.



Overall Sheet Flowpath within Project Area

Emerald Lake WSE: FEMA modeling for Emerald Lake (Trib No. 1 to Arroyo Colorado) has not been updated since the original FIS study. CSE would re-analyze Drain C-Left watershed and stream based on Atlas 14 rainfall to determine an updated water surface elevation in the lake. FEMA mapping is out-of-date and does not include current rainfall or geometric conditions.

To establish proper tailwater conditions, the Drain C-Left and Emerald Lake will be re-analyzed. This drainage area was included within the HUC-10 overall 2D HEC-RAS as well as being modeled previously in detail as part of the 2010 CCDD3 MDP. These models will be used as a basis for the Emerald Lake analysis.

The existing Emerald Lake capacity and weir outlet structure configurations will be evaluated to determine potential modification to reduce backwater impacts on the exiting storm systems under extreme storm events such as the Mach 27, 2025 historical event. Potential backwater impact from Arroyo Colorado into Emerald Lake will also be analyzed to determine potential improvements. Weir reconstruction, added outlet, and flat gate options will be investigated to prevent potential backwater impacts onto the project storm sewer systems.

H&H Deliverables: signed and sealed H&H Study report; functioning native model files; GIS files of terrain and floodwater elevations; model inputs and outputs (datasheets, tables, charts, maps, water surface elevations, velocities, discharge flowrates); and maps of model nodes and stations — the complete RFQ Task 4 list, formatted for FEMA Region 6 review.

A.4 FEMA BENEFIT-COST ANALYSIS (BCA) METHODOLOGY

For a FEMA/TDEM Hazard Mitigation Grant Program project (DR4485-0246), the final BCA is the deliverable that converts robust engineering into a funding-ready application. FEMA must be able to reconcile every claimed benefit for the Treasure Hills Boulevard improvements directly with the H&H model. The CSE Team therefore treats Task 4 (H&H Study) and Task 5 (BCA) as one integrated workflow: the H&H model will be structured from day one to produce with-project and without-project floodwater elevations for every recurrence interval used in the BCA (RFQ Task 4.a.iv), so the BCA is built on review-ready model output rather than reworked after the fact.

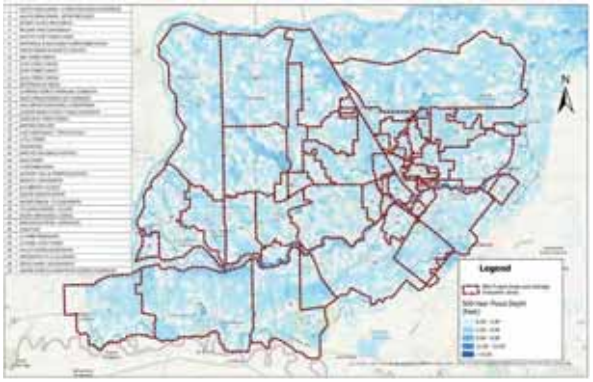
Methodology. The BCA will be developed in the FEMA BCA Toolkit v6.0 using the Riverine Flood module with H&H-modeled damages:

- Flood depths for the full range of modeled events (typically 10-, 25-, 100-, and 500-year, consistent with the 1% and 0.5% AEP events specified for the H&H Study) extracted at each structure using GIS spatial techniques (ESRI Flood Impact Analysis within ArcGIS Pro) against the TWDB building footprint geodatabase and StratMap parcels.
- Depth-damage functions selected by structure type and used in strict accordance with STEP 9 of the FEMA Flood Risk Reduction Technical Review Job Aid, with first-floor elevations assigned from field verification or defensible defaults.
- All eligible benefit categories evaluated: building structure and contents, roadway closure and detour costs (TxDOT AADT linework), emergency response, and critical facility impacts where applicable.
- Where structure types or finish-floor elevations are highly variable, Professional Expected Damages will be computed outside the Toolkit (TWDB BCA Input Workbook v1.3 and/or USACE HEC-FDA with FEMA-accepted depth-damage functions) and imported into the Toolkit as professionally determined damages — a proven approach for producing highly accurate BCAs across large structure inventories.

Deliverables and documentation. The submission will include the BCA Toolkit project file (xlsx or zipped project export), an Excel table correlating each structure's building details and flood data to specific H&H model nodes and supporting documentation for every non-default input. CSE will run a preliminary BCA at the concept stage and finalize it with the 100% design; if the BCR is marginal, we value-engineer iteratively — optimizing project size to the point where incremental benefit justifies cost — so the city makes informed decisions and submits a project that meets FEMA's cost-effectiveness criteria.



Structure-level flood depth and damage assessment from Harlingen HUC-10 BCA — the same GIS-to-Toolkit workflow proposed here.



BCA damage evaluation zones and project BCR areas with simulated 500-year flood depths —HUC-10 BCA framework, immediately reusable for SYS#008/018.

A.5 ENVIRONMENTAL & HISTORIC PRESERVATION COORDINATION

Environmental compliance is integrated from preliminary engineering forward. CSE will provide location coordinates (latitude/longitude) for all project components; author the final narrative scope of work with dimensions of ground disturbance (depth, length, width) for the full 2,360-LF alignment and proposed structure sizes; furnish the engineering plans; and consult directly with the State Historic Preservation Office (SHPO) on the full project scope, providing FEMA EHP with both the SHPO response and the submitted package. For EO 11988, CSE will coordinate with the local Floodplain Administrator for required permits and submit certified hydraulic data and a signed engineering statement confirming no impermissible rise within the regulatory floodway. Mr. Doug Hagemeier (Practical Advisors, LLC) will provide environmental support. A permitting matrix tracks agency actions against the six-month schedule, addressing stormwater and drainage approvals, outfall coordination, construction stormwater requirements, watercourse and drainage-crossing considerations, and utility and right-of-way approvals.

A.6 TECHNICAL RESOURCES, QA/QC & OUTREACH

Software: MicroStation/ OpenRoads, OpenRoads DU, HEC-HMS, 1D/2D HEC-RAS, EPA-SWMM, FEMA BCA Toolkit, and ArcGIS Pro — with GIS spatial techniques linking model results to damage reaches and producing the RFQ-required GIS deliverables.

QA/QC. CSE maintains a documented QA/QC manual that every employee is trained in and required to follow. All design documents are reviewed by the QA/QC Manager before submittal, and an independent senior P.E. verifies tailwater assumptions, utility crossings, and consistency between H&H model runs and FEMA BCA inputs at each milestone — so that project milestones and deliverables meet contract quality expectations as well as schedule and budget constraints. The system will be adapted to City of Harlingen standards.

Public outreach. CSE will maintain coordination with the City and FEMA/TDEM to ensure the project message reaches the public, communities, stakeholders, and agencies — leveraging CSE's outreach experience generating project websites, one-pagers, and stakeholder meetings on similar programs.

A.7 TEAM EXPERIENCE IN MAJOR ISSUES AND CHALLENGES

Drainage Design and Analysis. The CSE Team has used 2D HEC-RAS and SWMM modeling for various LRGV projects including COH 2008 MDP, HUC10 FPPS, Mission Inlet Improvement, South Floodwater Channel, Pharr–McAllen drainage improvements, and SH 365/ IBTC drainage and mitigation analysis/design — flat-terrain, tailwater-controlled systems directly analogous to Treasure Hills Boulevard.

FEMA Benefit-Cost Analysis. The CSE Team is proficient with the FEMA BCA Toolkit. Recent LRGV work includes the City of Mission Master Drainage Plan, the City of Edinburg Master Drainage Plan, specific projects for the Cities of Pharr and McAllen, and 39 project-area BCAs under the Harlingen HUC-10 study.

Funding and grant management. The CSE Team has developed and managed multiple FEMA/TDEM HMGP projects in Texas. We understand the importance of performing all activities in compliance with TDEM requirements and all applicable provisions of 44 CFR — protecting the City's reimbursement eligibility from NTP through closeout.

A.8 PRELIMINARY PROJECT SCHEDULE — SIX-MONTH DELIVERY

CSE commits to delivering all engineering, H&H analysis, environmental coordination, permitting support, BCA, and final PS&E within six months of Notice to Proceed. This is proven, not promised: the CSE Team completed the City's System 023 Drainage Improvement Project — of directly comparable scope — on an expedited nine-month schedule that included additional services, and CSE's possession of the calibrated 2008 MDP and HUC10 FPPS models eliminates four to six weeks of model development any other firm must absorb.

Phase / Key Milestone	Timeline	Deliverables / Agency Tracking
NTP, Kickoff, Data Collection & Field Assessment	Weeks 1–2	PMP, kickoff minutes, survey mobilization, field assessment
Utility Records, Existing Utility Layout, SUE & Waterworks Coordination	Weeks 2–5	AutoCAD utility layout (QL-D), conflict watch list, Waterworks as-built review
H&H Model Update & Simulation (MDP models + survey, LiDAR, Atlas 14)	Weeks 2–8	Draft 1% & 0.5% AEP results, node maps, no-rise check
Preliminary BCA (concept-level)	Weeks 8–10	Preliminary BCR, value-engineering feedback to design
Environmental / SHPO / EO 11988	Weeks 6–12	SHPO package and response, floodplain permit coordination
60% Design & Utility Review	Weeks 9–14	Plan & profile sheets, TxDOT spec index, utility coordination
100% PS&E Assembly & QA/QC	Weeks 15–22	Final plans, quantities, bid form, utility notification letters
Final H&H Report, Final BCA & Submittals	Weeks 22–26	Signed/sealed H&H, BCA Toolkit file, GIS deliverables
Final Delivery to City of Harlingen	Month 6	Complete bid-ready package (bidding/CM excluded)

Preliminary schedule with critical milestones, review periods, and agency coordination. A detailed CPM schedule will be issued at kickoff.

TAB B

TAB B Experience & Professional Qualifications of the Firm and Team

Proven on an expedited clock. *The CSE Team delivered the City's System 023 Drainage Improvement Project on an accelerated nine-month schedule. CSE responded within days when Hurricane Dolly tested Harlingen's drainage systems. The Project Manager and Project Engineer commit 80% availability; every other team member commits at least 60%.*

B.1 PROFESSIONAL QUALIFICATIONS NARRATIVE & DISCIPLINES

CSE is committed to successfully completing the PS&E construction documents that will provide the city with bid-ready, economical, constructable, FEMA-compliant improvements. Incorporated in Texas in 2002 and headquartered in Sugar Land with offices in Harlingen, Mission, and Magnolia, CSE is registered with the Texas Board of Professional Engineers and Land Surveyors (Firm #F-5246). CSE has completed more than 60 drainage, flood-protection, master-drainage-plan, and roadway/ drainage improvement projects in the Lower Rio Grande Valley.

Office Location for Project Performance:
222 East Van Buren, Suite 600, Harlingen, Texas 78550. Project Manager Javier Zamora, P.E., CFM resides in Harlingen and can respond same day to City requests, drainage concerns, and field verification needs.

Professional disciplines committed to this project:

- **Civil and Drainage Engineering —** storm sewer plan-and-profile design, junction and outfall improvements, utility conflict resolution, and TxDOT/City specification development.
- **Hydrologic and Hydraulic Modeling —** 1D/2D HEC-RAS and EPA-SWMM dynamic pipe-network simulation for existing and proposed conditions.
- **FEMA Grant and Regulatory Compliance —** HMGP delivery, FEMA Region 6 documentation standards, and the FEMA BCA Toolkit v6.0.
- **Benefit Cost Analysis (BCA) —** FEMA BCA toolkit, flood inundation mapping, construction cost estimates
- **Floodplain Permitting** – regulatory floodway no-rise coordination,
- **Environmental Services —** EO 11988 compliance, and SHPO historic-clearance management.
- **GIS —** terrain and watershed delineation, structure and parcel flood-depth extraction, and model-to-damage-reach spatial analysis.
- **Surveying** – topographic and ROW survey,
- **Utility Coordination —** SUE (QL A, B, & C/D), water utility district, franchise utility-owner coordination.

Representative engagements: City of Harlingen HUC-10 Flood Protection Planning Study; City of Harlingen System 023 Drainage Improvement Project; City of Harlingen Commerce Street Redesign; City of Harlingen Master Drainage Plan; Jefferson Drainage Ditch Improvement (FEMA/TDEM); City of Edinburg Master Drainage Plan (TWDB); Hidalgo County Countywide Map Modernization (FEMA/HCDD1); City of Mission Master Drainage Plan; SH 107 Drainage Improvements, Combes (TxDOT); and SH 4 Schematic, Brownsville (TxDOT). Based on the City's 2008 MDP, the City of Harlingen has secured a total of six million dollars from various funding sources. Based on the 2008 MDP and 2025 HUC10 FPPS, various drainage projects have been or in the process to be included in the Texas Water Plan.

Committed subconsultants.

RODS, Inc. (RODS) — a women/minority-owned engineering firm headquartered in Houston with a local Edinburg office — leads SUE / utility coordination, and surveying.

Practical Advisors, LLC. (PA) is a veteran-owned environmental consultant firm headquartered in Austin, TX. Principal Douglas Hagemeier, MS, REM, CESCO, has extensive experience in the Rio Grande Valley, establishing himself as an environmental expert for transportation projects. PA provides various environmental tasks and services for transportation projects including: National Environmental Policy Act (NEPA) services, FEMA Public Assistance, wetland evaluation, endangered species surveys, preparation of environmental impact statements (EIS), environmental assessments (EA), categorical exclusions (CE), and federal documents to comply with regulatory guidelines.

Mr. Hagemeier recent LRGV projects include SH 365 Toll Road and International Bridge Trade Corridor, both for Hidalgo Co. Regional Mobility Authority. These projects included various environmental tasks such as NEPA re-evaluations, USACE 404 permitting, compensatory wetland mitigation site design and management, environmental analysis/ documentation, Environmental Assessment, and receiving an EA-FONSI.

B.2 PROJECT TEAM ORGANIZATIONAL CHART



CSE Team organization: direct accountability to the City through a single point of contact, with three functional teams structured for expedited delivery. The key personnel identified are the specific individuals who will actively perform the work.

B.3 KEY PERSONNEL EXPERIENCE MATRIX

Area of Expertise (RFQ Tab B)	Lead	Support	Demonstrated Capability
Storm Sewer Design	James Hathorn	Kurt Killian, Javier Zamora	2008 MDP EPA-SWMM models for 128 systems including SYS 008 & 018; System 023 improvements
FEMA Hazard Mitigation Assistance Projects	Deren Li	Martha Viada	HMGP DR4485-0246 standards; Jefferson Ditch (FEMA/TDEM); Region 6 documentation
Hydrologic & Hydraulic (H&H) Modeling	Kurt Killian	Deren Li, Adebola Fashokun	1D/2D SWMM and HEC-RAS; 1% & 0.2% AEP simulations; HUC-10 2D watershed model
Benefit-Cost Analysis (BCA)	Adebola Fashokun	Deren Li	FEMA BCA Toolkit v6.0; HUC-10 BCA (39 areas, 29,000+ structures, 9 project BCAs)
GIS Mapping	Adebola Fashokun	Kurt Killian	ArcGIS Pro, HUC-10 BCA inundation mapping and FPP mapping and exhibit development
Surveying Utility Coordination	Lease /	Javier Zamora, Martha Viada	SUE QL A–D; Harlingen Waterworks System and irrigation/drainage district coordination on System 023 & Commerce St
Floodplain Permitting	Deren Li	Kurt Killian	EO 11988 no-rise certifications; local floodplain permits
Environmental Compliance	Doug Hagemeier	Martha Viada	SHPO clearance workflows; local, state, federal permits

Key personnel experience mapped to each area of expertise required under Tab B.

B.4 KEY PERSONNEL — TECHNICAL COMPETENCE AND EXPERTISE

CSE has assembled this PS&E team from past projects and prior working relationships to ensure the team is cohesive and technically proven. The individuals below are the specific personnel who will actively perform the day-to-day work.

Javier Zamora, P.E., CFM (TX PE #83447) — Project Manager. Over 35 years of roadway, drainage, and hydraulic design experience. He has previously served as City of Harlingen's City Engineer and Public Works Director, giving him detailed knowledge of the drainage issues facing the city as well as the concerns of the city's administration and citizens. During his time as City Engineer, Javier produced the PS&E and oversaw the construction of the 3rd Street Ditch Drainage Improvements, which were based on CSE's Master Drainage Plan. He coordinated the required application and documentation for the project funding through a FEMA Hazard Mitigation Grant Program. Javier produced the Buchanan, Hays & M Street Drainage Improvement Project Phase I thru V and the Johnson Avenue Drainage Improvement Project, which consisted of installing storm sewer pipe.

As City Engineer, he managed PS&E development and oversaw construction of the 3rd Street Drainage Ditch Improvements, coordinating utilities, districts, and contractors through construction. With CSE, Javier prepared the City of Harlingen Master Drainage Plan, Jefferson Ditch Improvements PS&E, and City of Mission Master Drainage Plan. For the COH Master Drainage Plan, he developed and analyzed alternatives and provided cost-benefit ratio. He also prepared the PS&E for the North Main Drain Drainage Improvement Project, COH Jefferson Ditch Improvements PS&E as well as the Commerce Street Redesign PS&E package.

He lives in Harlingen and can respond immediately to City concerns, drainage issues, and field verification.

Deren Li, Ph.D., P.E., BC.WRE (TX PE #83158) — Principal-in-Charge; HMGP Grant Coordinator. Over 35 years in flood planning, floodplain mapping, master drainage planning, and FEMA BCA. Dr. Li was PM for the City's 2008 MDP. Based on the MDP recommendations, the City has secured millions of dollars of federal and state funding.

Dr. Li managed and prepared the City of Harlingen 2008 MDP within budget and schedule. With the MDP recommendations, the City has secured millions of dollars of funding from Federal and State for drainage improvements. During the MDP completion stage, Hurricane Dolly occurred in 2008. Under the request of the City, Dr. Li ***quickly responded*** and investigated the flooding conditions at the Hickey Hill Subdivision with City staff. Dr. Li expedited the evaluation and alternatives development to relieve flooding within the subdivision and along the CCID No. 19 drainage ditches due to the backwater effects from floodgate closure at the outfall into IBWC North Floodway. These recommendations were added into the COH MDP before finalization.

Kurt Killian, P.E., CFM (TX PE# 95742) – *H&H Lead Engineer* Kurt has over 30 years of drainage, hydrologic and hydraulic (H&H) modeling experience related to flood mitigation and protection planning, master drainage plan development, FEMA floodplain studies and mapping. He is adept at all levels of modeling methods & software from HEC-HMS, 1D/2D unsteady HEC-RAS, ArcGIS hydro tools, SWMM modeling and current drainage design software.

He has performed and/or managed over 34 flood protection and drainage studies in the LRGV for various agencies including Harlingen, HCDD1, Edinburg, Mission, Pharr, TxDOT Pharr District, and Hidalgo Co. RMA. Example master drainage plan studies and flood protection planning projects include City of Harlingen Master Drainage Plan, City of Edinburg Master Drainage Plan, La Joya Watershed Master Drainage Plan, Mission Inlet Flood Channel Reevaluation Studies, Mission Inlet Master Drainage Plan, Pharr-McAllen Drain Improvements and SH365/IBTC South Floodwater Channel Study.

Pump analyses and designs for channel levee outlets, highway stormwater, and detention basins (HCDD1); river hydraulic and levee interior analysis for the IH-35/IH-30 Trinity River project under USACE Section 408 review.

James Hathorn, P.E., CFM – Lead Drainage Design Engineer. James is a key member for drainage team with extensive drainage design experience and complex hydraulic modeling, including 2D HEC-RAS and alternative formulation and design. James has 21 years of drainage, H&H modeling experience related to flood mitigation and protection planning, master drainage plan development, FEMA floodplain study and mapping. He is adept at all levels of modeling methods & software from HEC-HMS, 1D/2D unsteady HEC-RAS, GIS hydro tools, and SWMM modeling as well as current. He was lead engineer for White Oak Bayou Federal Flood Control Project for HCFCD, developing 3D design models and plan sheets for over 12 miles of channel modifications and 5 regional detention basins with sideweirs. He designed channel restoration as part of the HCFCD Hurricane Harvey Disaster Recovery projects for multiple major channels in Harris County. As part of US 281 in Alice TX, he developed a 1D/2D HEC-RAS model based on **Atlas 14 rainfall** to analyze San Diego Creek and its overflow into Resaca De Emilio tributary, analyzed multiple overflow & diversion locations, and used HEC-SSP for flood frequency analysis based on downstream gage data.

Adebola (Bola) Fashokun, P.E., CFM (TX PE #94952) — BCA Lead & Hydraulic Modeling. Over 30 years in civil/water resources engineering, specializing in 1D/2D

hydrodynamic modeling, risk-based flood damage analysis, FEMA BCA Toolkit, and HEC-FDA; prepared the Harlingen HUC-10 watershed and project-level BCAs.

Larry Sherlock, RPLS (TX RPLS #5453) — Survey Lead (RODS). Over 40 years of land surveying: ALTA surveys, boundary, topographic, ROW, and as-built surveys.

Lane Lease, P.E. (TX PE #98546) — Utility Coordination (RSUE). 19 years of urban and rural utility coordination statewide; versed in all four SUE quality levels (QL A–D).

Doug Hagemeier, M.S., REM, CESCO — Environmental Coordination (PA). 40 years of urban and rural environmental assessment, documentation and permitting.

B.5 SCHEDULE COMMITMENT AND AVAILABILITY

- All CSE Team members are available to start immediately upon Notice to Proceed; the PM and Project Engineer are committed at 80% availability, all other members at 60% or greater.
- The team is structured with redundant expertise and resources for each task — no single-point dependency threatens the schedule.
- CSE holds the 2008 MDP SWMM/HEC-RAS models and current HUC-10 models and GIS data, eliminating the model-building ramp-up any other firm requires.
- Responsiveness proven from the 2008 MDP through rapid response during Hurricane Dolly to the nine-month System 023 delivery; the PM resides in Harlingen and can respond to City concerns at any time.

B.6 FEMA BCA TEAM QUALIFICATIONS

BCA Lead — Adebola (Bola) Fashokun, P.E., CFM. Mr. Fashokun leads the CSE Team's FEMA BCA practice and prepared the benefit-cost analyses for the City of Harlingen's 2025 HUC-10 Flood Protection Plan Study — the same watershed study referenced as background in this RFQ. That effort included a watershed-scale BCA covering 39 project areas and a structure inventory of more than 29,000 buildings, plus nine project-level cost-effectiveness memoranda prepared in the FEMA BCA Toolkit v6.0 to support the City's Hazard Mitigation Assistance funding strategy. The evaluated projects included storm sewer upgrades, channel improvements, detention basins, and pump systems — directly comparable to the proposed SYS#008/SYS#018 improvements.

Regional track record. The CSE Team has extensive economic analysis experience across the Lower Rio Grande Valley using the FEMA BCA tool, including the City of Harlingen HUC10 FPPS, City of Mission Master Drainage Plan, the City of Edinburg Master Drainage Plan, and specific projects for the Cities of Pharr and McAllen, using BCA versions 5.0 and 6.0. CSE applies a triple-bottom-line approach so that, where eligible, all economic, social, and environmental flood-reduction benefits are captured. The team is adept at defining acceptable representative structures for aggregated analysis and at computing damages outside the Toolkit (USACE HEC-FDA) for migration into the FEMA BCA model as professionally estimated damages.

Tools committed: FEMA BCA Toolkit v6.0 (and updates); TWDB BCA Input Workbook v1.3 / TWDB Flood BCA Calculator v2.0; USACE HEC-FDA v2.0.2 / HEC-WAT v1.1; HEC-RAS 2D tied to damage reaches and BCA aggregation zones; and ArcGIS Pro / ESRI Flood Impact Analysis with CSE custom-built ArcGIS Pro models for structure, roadway, critical facilities, and agricultural parcel-level depth extraction.



CSE-modeled existing-conditions 500-year flood vulnerability, downtown Harlingen (HUC-10 BCA, 2026).

B.7 FIRM REGISTRATION, LICENSES, AND RESUMES

Current Texas Board of Professional Engineers & Land Surveyors (TBPELS) firm registrations:

Civil Systems Engineering, Inc. – TPELS #F-5246

RODS Inc. – TBPELS #F-10055 (Engineering) & #F-10030700 (Surveying),

Texas P.E./RPLS license documentation, and resumes for all key personnel are appended immediately following this tab, per Tab B checklist items B and D.

TAB C

TAB C Firm Capability and Past Experience

From plan to funded project. *Based on the City's 2008 MDP, Harlingen has secured a total of $6 million from various funding sources — and CSE's HUC-10 BCA portfolio is structured to feed the City's next round of Hazard Mitigation Assistance applications, including this project.*

C.1 REPRESENTATIVE PROJECTS DEMONSTRATING SIMILAR WORK COMPETENCE

CSE possesses the technical expertise, qualified personnel, and proven delivery record necessary to perform complex drainage infrastructure, flood mitigation, and H&H engineering projects — and, uniquely among potential respondents, has already performed that work on the very systems this RFQ addresses. Each project below demonstrates competence in storm sewer improvements, FEMA-funded drainage projects, H&H studies, flood mitigation, or utility coordination.

CSE has performed over 60 drainage, flood protection/ reduction/ mitigation study and design, master drainage plans studies, and roadway/ drainage improvement projects within the Lower Rio Grande Valley (LRGV), as evidenced by the following example projects:

1. City of Harlingen Master Drainage Plan (2008)

Client: City of Harlingen | Role: Prime / Authoring Firm | PM: Deren Li; Key Staff: Javier Zamora

Citywide master drainage study establishing the 5-year design-storm conveyance framework: HEC-RAS models for 9 drainage outfall systems and EPA-SWMM models for 128 storm sewer systems — including Systems 008 and 018, the subject of this RFQ. MDP recommendations have helped the City secure approximately $6 million in funding. CSE retains the calibrated models.



City of Harlingen Master Drainage Plan, 2008.

2. City of Harlingen HUC-10 Flood Protection Planning Study (2025)

Client: City of Harlingen / TWDB | Role: Prime / Authoring Firm | PM: Deren Li; Key Staff: Kurt Killian, Javier Zamora, Adebola Fashokun

297-square-mile watershed flood protection planning study evaluating improvements on a 25-year design-storm basis — the source of this RFQ's 2025 exhibit. Included a calibrated HEC-RAS 2D watershed model, a structure inventory exceeding 29,000 buildings, evaluation of 39 project areas, and nine project-level FEMA BCAs supporting the City's HMA funding strategy. The models, GIS databases, and BCA framework are current and immediately reusable for Treasure Hills Boulevard.



City of Harlingen HUC10 Flood Protection Planning Study, 2025/2026.

3. City of Harlingen System 023 Drainage Improvement Project (2024)

Client: City of Harlingen | Role: Prime | Delivered on an expedited 9-month schedule
PM: Javier Zamora; Key Staff: Kurt Killian, James Hathorn

Storm sewer drainage improvement of directly comparable scope to SYS#008/SYS#018 — pipe upsizing, inlets, and manholes within an active urban corridor. Upgraded MDP plan to current 25-year design capacity. Completed within an accelerated nine-month schedule, coordinating closely with the Harlingen Waterworks System (the City's water utility district) and area irrigation/drainage districts to resolve water and wastewater utility conflicts before construction. Direct proof of capability to meet this RFQ's six-month engineering schedule.



City of Harlingen Storm Sewer Drainage Improvements System 023 — CSE construction plans.

4. City of Harlingen Commerce Street Redesign Project (2025)

Client: City of Harlingen | Role: Prime
PM: Javier Zamora; Key Staff: Kurt Killian, James Hathorn

Downtown corridor reconstruction including extensive hydraulic analyses, storm sewer improvements, utility coordination in a dense multi-utility corridor, and design of a new underground outfall drainage system — the same corridor conditions, traffic control challenges, and utility density expected on Treasure Hills Boulevard.



Plans of Proposed Commerce Street Improvement — CSE.

5. City of Harlingen Jefferson Drainage Ditch Improvement

Client: City of Harlingen / FEMA / TDEM (HMGP) | Role: Prime
PM: Javier Zamora; Key Staff: Deren Li

FEMA/TDEM-funded drainage improvement delivered under HMGP requirements — federal procurement compliance, FEMA Region 6 documentation, and grant-compliant PS&E. Demonstrates end-to-end familiarity with the exact funding and compliance pathway governing this project (DR4485-0246).

6. Regional Master Drainage Plans and FEMA Studies — Edinburg, Mission, and Hidalgo County

Clients: City of Edinburg (TWDB), City of Mission, Hidalgo County DD1 (FEMA) | Role: Prime
PM: Deren Li; Key Staff: Javier Zamora, Kurt Killian, Adebola Fashokun

Master drainage plans for Edinburg and Mission incorporating FEMA BCA Toolkit analyses, and countywide FEMA floodplain map modernization for Hidalgo County — a regional record in H&H modeling, flood mitigation planning, FEMA coordination, and BCA spanning the Lower Rio Grande Valley.

C.2 STAFFING CAPACITY AND SCHEDULE AFFIRMATION

The CSE Team affirms it has the staffing capacity and technical capability to complete this project within the proposed six-month schedule:

- All team members are available to start immediately upon NTP; PM and Project Engineer at 80% availability, all others at 60% or greater.
- Redundant expertise and resources are assigned to every task, protecting the schedule from single-point dependencies.
- The 2008 MDP models and current HUC-10 models and GIS data are in hand, eliminating the model-building ramp-up other firms would require.
- Internal QA/QC procedures (documented manual, independent senior P.E. milestone reviews) ensure deliverable quality within the accelerated schedule.

C.3 FEMA BENEFIT-COST ANALYSIS — DEMONSTRATED CAPABILITY

City of Harlingen HUC-10 Flood Protection Plan BCA (2022-2026). CSE's most directly relevant credential is its just-completed BCA program for the City of Harlingen itself. A calibrated HEC-RAS 2D model of the entire HUC-10 watershed was segmented into project-specific sub-models; with-project and without-project conditions were simulated; flood depths were extracted for the 10-, 25-, 100-, and 500-year events; Professional Expected Damages were developed in the TWDB BCA Input Workbook v1.3; and each project was evaluated in the FEMA BCA Toolkit v6.0 (7% discount rate, 30-year useful life). Seven of the nine priority projects achieved a BCR of 1.0 or greater:

Project	Title	Benefits	Costs	BCR	Structures Removed from 100-yr Floodplain
06	Avondale & Secluded Acres	$11.88M	$5.36M	2.22	91%
08	3rd St Drain	$35.41M	$7.29M	4.86	95%
09	13th St Drain	$4.27M	$5.43M	0.79	63%
12	Jefferson Drain	$21.79M	$18.44M	1.18	69%
14	West St Corridor	$57.86M	$33.26M	1.74	89%
16	Lozano Basin & HID1 Canal Ext.	$38.21M	$10.93M	3.50	90%
20	Little Creek	$14.93M	$2.67M	5.59	54%
23	Hale Drain / Glasscock Ditch	$3.73M	$3.43M	1.09	50%
24	Lipscomb Drain	$3.52M	$11.89M	0.30	34%

Project-level BCA results, City of Harlingen HUC-10 watershed (FEMA BCA Toolkit v6.0, 2026).

The sub-model approach demonstrated above — attributing benefits to an individual project while preserving watershed-scale hydraulic accuracy — is precisely what the Treasure Hills Boulevard project requires to isolate the benefits of connecting Storm Sewer Systems 008 and 018. Each project-level analysis was documented in a stand-alone cost-effectiveness memorandum in the format TWDB and FEMA reviewers expect, with structure tables correlating flood data to model results and full

documentation of non-default inputs — deliverables suitable for direct inclusion in HMA grant submissions.



Example project-level BCA exhibit — Avondale & Secluded Acres mitigation alternative (Harlingen HUC-10, 2026).

C.4 PROJECTS ADVANCED INTO FUNDING & CONSTRUCTION

CSE's Harlingen work has repeatedly moved from study to funded implementation: the 2008 MDP recommendations have secured approximately $6 million in project funding; the Jefferson Ditch improvements advanced through FEMA/TDEM HMGP approval into construction; the 3rd Street Drainage Ditch improvements were constructed under the direction of our PM during his tenure as City Engineer; System 023 and Commerce Street improvements advanced through construction; and the HUC-10 BCA portfolio is structured to feed the City's next round of Hazard Mitigation Assistance (HMA) applications — including this project.

C.5 REFERENCES AND REQUIRED FORMS

Three client references for similar projects — including contact name, organization, phone, email, project description, scope of services, and construction cost — are provided on the City's Reference Form immediately behind this tab, together with the completed Business Data Certification Form, per Tab C checklist items C, D, and E.

TAB D

TAB D Familiarity with Applicable Rules and Regulations

D.1 REGULATORY FAMILIARITY AND AGENCY EXPERIENCE

The CSE Team brings a wealth of knowledge of government regulations, policies, criteria, guidelines, standards, specifications, and funding management related to drainage and flood mitigation — earned across two decades of FEMA HMA, TWDB, FHWA, USACE, IBWC, and TxDOT funding and review environments, and in compliance with Government Code Chapter 2254, Subchapter A (Professional Services Procurement Act). Regulatory compliance is integrated into every phase of delivery, with requirements identified early, tracked in the schedule, and verified through independent QA/QC review at each milestone. The CSE Team has direct working experience with the agencies and districts whose rules and facilities touch this project:

City of Harlingen Engineering/Public Works; Harlingen Waterworks System (water utility district); HCISD; FEMA; TDEM (HMGP); TWDB; TxDOT; TCEQ; UPRR; IBWC; Texas Parks & Wildlife; Texas Historic Commission, Cameron County Irrigation District No. 1, and Cameron County Drainage District No. 3.

City of Harlingen Standards. CSE is intimately familiar with the City's design criteria and standards as documented in the City's Code of Ordinances — criteria our own 2008 MDP helped operationalize. Design maintains the MDP 5-year (20% AEP) criterion using NOAA Atlas 14 intensities, which differ by less than 1% from prior intensities at the 5-year event.

D.2 EO 11988, FLOODPLAIN PERMITTING, FEMA REGION 6 HMA & TDEM/HMGP

Executive Order 11988 and floodplain permitting. CSE is thoroughly familiar with EO 11988 and 44 CFR Part 9. Our engineers routinely evaluate floodplain impacts using FIRMs, Flood Insurance Studies, effective models, and detailed H&H analyses (HEC-HMS, 1D/2D HEC-RAS, EPA-SWMM), emphasizing avoidance, minimization of impacts to flood storage and conveyance, evaluation of practicable alternatives, preservation of natural floodplain functions, NFIP compliance, and coordination with local Floodplain Administrators. Because a section of this project lies within the Zone AE regulatory floodway (FIRM 48061C0270F), CSE will demonstrate compliance with the no-rise requirement of 44 CFR 9.11(d)(4) through certified hydraulic documentation or a signed engineering statement. Permitting experience spans no-rise analyses, floodway impact assessments, CLOMR/LOMR support, and coordination with FEMA, USACE, TCEQ, TWDB, drainage districts, and municipalities.

FEMA Region 6 HMA Documentation and TDEM/HMGP Requirements. CSE understands the documentation standards of FEMA Region 6 HMA programs and TDEM's administration of HMGP, including the HMGP Administrative Plan checklist, federal procurement requirements (2 CFR 200), and the Stafford Act framework. Our team routinely prepares H&H analyses, flood-risk evaluations, BCA documentation using FEMA BCA Toolkit methodologies, alternatives analyses, EHP coordination packages, GIS deliverables, cost estimates and funding justifications, and technical reports that clear state and federal review. Example projects include the Jefferson Drainage Ditch Improvement (FEMA/TDEM/City of Harlingen) and the Hidalgo County Countywide Floodplain Map Modernization Program (FEMA/HCDD1).

SHPO coordination. CSE supports National Historic Preservation Act Section 106 compliance — screening for historic resource concerns, defining areas of potential effect, preparing documentation, consulting with the Texas SHPO, and packaging responses for FEMA EHP — integrating cultural clearance into the design schedule to avoid delays.

D.3 TXDOT, UPRR, WATER UTILITY & DISTRICT COORDINATION

TxDOT. CSE has served as prime on TxDOT PS&E, schematic, and hydraulic studies and designs in accordance with the Hydraulic Design Manual, Roadway Design Manual, Standard Specifications, standard sheets, PDP, and Utility Accommodation Rules. Our PM previously served in TxDOT Houston District's design section; this project's specifications will reference applicable TxDOT specifications as the RFQ requires.

UPRR (contingency). Should any crossing involve railroad right-of-way, CSE is familiar with the AREMA Manual, UPRR crossing procedures, Exhibit “A” submittal requirements, bore pit setbacks (minimum 30 feet perpendicular from track centerline), and flagging requirements for work within 25 feet of track. Railroad approval is treated as a critical-path item with coordination initiated immediately when triggered.

CSE recently coordinated design efforts of Commerce St with upcoming UPRR redesign in Downtown Harlingen. As part of I-30 reconstruction in Dallas, CSE designed drainage for approximately 5000 feet of UPRR railroad re-alignment/re-construction for shoofly and permanent lines.

Water Utility and Irrigation/Drainage Districts. CSE's working relationships with the Harlingen Waterworks System — the water utility district whose water and wastewater mains share this corridor — and with the

Cameron County drainage and irrigation districts were built through System 023, Commerce Street, Jefferson Ditch, and the HUC-10 study. These relationships streamline outfall approvals, canal crossings, as-built retrieval, joint field verification, and utility conflict resolution — the difference between discovering a waterline in design and discovering it in construction.

D.4 APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS

CSE is experienced in complying with the broad range of regulations commonly associated with drainage infrastructure and flood mitigation projects, including:

- National Flood Insurance Program (NFIP) and FEMA Hazard Mitigation Assistance (HMA) guidance
- Stafford Act requirements and 44 CFR (HMGP administration)
- National Environmental Policy Act (NEPA); Clean Water Act Sections 401 and 404; Rivers and Harbors Act Section 10
- Endangered Species Act (ESA); National Historic Preservation Act (NHPA); Executive Order 11988
- Texas Water Code; Texas Local Government Code; Texas Government Code Chapter 2254, Subchapter A
- TCEQ regulations, including TPDES construction stormwater requirements
- TWDB Flood Infrastructure Fund (FIF) and flood-planning requirements
- Municipal drainage criteria manuals, county drainage regulations, and applicable floodplain ordinances and development regulations

Quality management and regulatory compliance. Regulatory compliance is integrated into CSE's Quality Management Program: project managers coordinate with discipline leads to identify permitting requirements, monitor regulatory milestones, conduct internal quality reviews, and maintain agency communication. Independent QA/QC reviews before major milestones verify technical accuracy, consistency with applicable regulations, and compliance with client requirements — minimizing risk, reducing review comments, and supporting timely delivery of permit-ready documents.

D.5 FEMA BCA — REGULATORY FAMILIARITY

The CSE Team works with the FEMA cost-effectiveness framework daily and is current on the policies that will govern the Treasure Hills Boulevard BCA:

- **Statutory and Regulatory Basis.** Cost-effectiveness is a condition of HMGP eligibility under the Stafford Act and 44 CFR Part 206; the FEMA Hazard Mitigation Assistance Program and Policy Guide governs how it is demonstrated. All BCA deliverables will follow the FEMA Region 6 HMA documentation requirements attached to this RFQ.
- **FEMA BCA Toolkit v6.0 requirements.** Submission of the Toolkit project file (.xlsx or zipped export), supporting documentation for all non-default inputs, and — for modeled-damage analyses — an Excel structure table correlating each building's details and flood data to the H&H model.
- **FEMA Flood Risk Reduction Technical Review Job Aid.** STEP 9 (Cost-Effectiveness Analysis) documentation standards, including selection of the appropriate depth-damage function table based on the type and use of each structure — the exact standard cited in this RFQ's Task 5.
- **Discount Rates and Cost-effectiveness Criteria.** OMB Circular A-94 (7% discount rate) as the default, and FEMA's expanded cost-effectiveness criteria under which qualifying projects may demonstrate a BCR of at least 0.75 at 7% or 1.0 at 3% where the project primarily benefits disadvantaged communities, addresses significant climate-change impacts, or incurs higher costs from low-carbon materials or Federal Flood Risk Management Standard compliance. CSE applied these criteria in the Harlingen HUC-10 BCA and will position the Treasure Hills project under the most favorable eligible pathway.
- **Useful Life and O&M Conventions.** 30-year useful life for drainage and flood-control infrastructure per FEMA/TWDB standard guidance, with capital costs inclusive of ROW, utility relocations, design, and construction, plus documented O&M assumptions.
- **EO 11988 / 44 CFR Part 9 interface.** The same H&H model that generates BCA benefits will document compliance with the no-rise requirement of 44 CFR 9.11(d)(4) — one model, consistently supporting both the BCA and floodplain-management compliance.
- **State and local standards.** TWDB flood-planning conventions (structure inventories, BCA Input Workbook), City of Harlingen Development Standards, and coordination with the local floodplain administrator for permits. All BCA tasks will conform to TWDB Benefit Cost Analysis Guidance dated June 2026.

D.6 CERTIFICATIONS, CIQ, INSURANCE & DBE/HUB PARTICIPATION

TPELS Certification and DBE/M/W/S participation: Civil Systems Engineering, Inc. — certified MBE/SBE, NAICS 541330 (Engineering Services), TBPELS #F-5246.

RODS, Inc. — certified MBE/SBE/WBE, TBPELS #F-10055 -- NAICS 541330 (Engineering Services/ SUE), & TBPELS #10030700 -- NAICS 541370 (Land Surveying).

The following completed items are provided immediately behind this tab, per Tab D checklist items B through E: Certification Regarding Debarment and Suspension; Conflict of Interest Questionnaire (Form

CIQ) per Chapter 176, Texas Local Government Code; MBE/HUB certifications; and insurance documentation evidencing General Liability, Automobile, Workers' Compensation, and Professional Liability coverage at the limits specified in Section III of the RFQ, with a summary of claims history within the past five years, to be confirmed. No fee proposal is included anywhere in this submittal.

APPENDICES

APPENDICES Required Forms, Certificates, and Resumes

Provided behind the tabs noted (not counted against tab page limits):

- Appendix 1 — Reference Form (three references, per RFQ form) — behind Tab C
- Appendix 2 — Business Data Certification Form — behind Tab C
- Appendix 3 — Certification Regarding Debarment and Suspension — behind Tab D
- Appendix 4 — Conflict of Interest Questionnaire (Form CIQ) — behind Tab D
- Appendix 5 — Certificates of Insurance and claims summary — behind Tab D
- Appendix 6 — TBPELS firm registrations and staff P.E./RPLS/CFM license certificates — behind Tab B
- Appendix 7 — One-page resumes for all key personnel — behind Tab B

Submittal Packaging Reminder: one (1) signed original (in blue ink), five (5) copies, and one (1) electronic PDF on an electronic device, sealed and labeled with the RFQ number and project title, delivered to the City of Harlingen Purchasing Department, 404 South 54th Street, Harlingen, Texas 78550, before 2:00 p.m. CST, Tuesday, July 14, 2026. No fee or pricing information is included anywhere in this submittal.

REFERENCE FORM

The following information shall be required to accompany all bid submittals.

1. Local company's business name and business information.

Company name: CIVIL SYSTEMS ENGINEERING, INC.

Address: 222 E VAN BUREN, SUITE 600, HARLINGEN, TX 78550

Contact Person: JAVIER ZAMORA, PE

Office Phone #: N/A Mobile #: 956-564-3498

Email Address: jzamora@cseengineers.com

2. Your Corporate Company's name and business information.

Corporate name: CIVIL SYSTEMS ENGINEERING, INC.

Address: 1202 LAKE POINTE PARKWAY, SUGAR LAND, TX 77478

Office Phone #: 713-782-3811 Mobile #: 713-298-6819

Email Address: dli@cseengineers.com

3. Does your company participate in Cooperative Contract Pricing? YES / (NO) (select below)

___ BuyBoard (TASB) ___ H-GAC ___ Choice Partners ___ GSA ___ ASC
___ OMNIA Partners ___ TXMAS ___ Sourcewell ___ TIPS ___ TCI
___ TXSmartBuy ___ TXDIR ___ Other: _____

CO-OP Contract #: _____ Effective Dates: _____ to _____

4. A minimum of 3 references (local preferred).

	Company Name	Contact Name	Phone	Email
1.	Gabriel Gonzalez, City Manager/ City of Harlingen/ 956-216-5002/ ggonzalez@harlingentx.gov			
2.	Roberto Hernandez, PE, City of Harlingen Engineering / 956-216-5282/ rhernandez@harlingentx.gov			
3.	Roberto Garza, Drainage Engineer/ 956-681-1151/ roberto.garza@mcallen.net			

5. Municipal projects (local preferred):

	Municipality Name	Project Name	Amount	Completion Date
1.	City of Harlingen	COH Master Drainage Plan	$450,000	Oct 2008
	Contact Name, Phone, Email:	Roberto Hernandez, PE, 956-216-5282, rhernandez@harlingentx.gov		
2.	City of Harlingen	HUC10 Flood Protection Plan Study	$5,727,334	Aug 2026
	Contact Name, Phone, Email:	Roberto Hernandez, PE, 956-216-5282, rhernandez@harlingentx.gov		
3.	City of Harlingen	Drainage Improvements Sys 23	$199,360	Aug 2026
	Contact Name, Phone, Email:	Roberto Hernandez, PE, 956-216-5282, rhernandez@harlingentx.gov		
4.	City of Harlingen	Commerce St Redesign Project	$5,010,650	Oct 2025
	Contact Name, Phone, Email:	Roberto Hernandez, PE, 956-216-5282, rhernandez@harlingentx.gov		
5.	City of McAllen	El Rancho Detention Pond Project	$129,580	May 2026
	Contact Name, Phone, Email:	Roberto Garza, Drng Engr,956-681-1151,roberto.garza@mcallen.net		

BUSINESS DATA CERTIFICATION

Name of Firm: CIVIL SYSTEMS ENGINEERING, INC.

Address: 1202 LAKE POINTE PKWY, SUGAR LAND, TX 77478

Number of Years in contracting business under present name: 24

Type of work performed by your firm: ENGINEERING SERVICES

Have you ever failed to complete any work awarded to you? (Y/N) NO

Have you ever defaulted on a contract? (Y/N) NO

He/She certifies that:

(a) The legal name and the business address of the undersigned are:

(b) The undersigned is : **(Circle One)**

A Single Proprietorship A Corporation organized in the State of TEXAS

A Partnership Other Organization

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
DEREN LI	PRESIDENT	1202 LAKE POINTE PKWY, SUGAR LAND, TX 77478

(d) The name and addresses of all other persons having a substantial interest in the undersigned, and the nature of the interest are:

NAME	ADDRESS	NATURE OF INTEREST

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are:

NAME	ADDRESS	TRADE CLASSIFICATION

DEREN LI

NAME OF AUTHORIZED REPRESENTATIVE (printed)



SIGNATURE OF AUTHORIZED REPRESENTATIVE

7/10/2026

DATE

Certification Regarding Debarment and Suspension

U.S. Department of Housing and Urban Development

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was place when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant	Date
Civil Systems Engineering, Inc.	July 13, 2026
Signature of Authorized Certifying Official 	**Title** President

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

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

By law this questionnaire must be filed with the records administrator of the local government entity no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, local Government Code. An offensive under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

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

NONE - (CIVIL SYSTEMS ENGINEERING, INC.)

2 ☐ **Check this box if you are filling an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

NONE

Name of Officer

This section, (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ N/A No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ N/A No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or Coordinator, or holds an ownership of 10 percent or more?

☐ Yes ☐ N/A No

D. Describe each employment or business relationship with the local government officer named in this section..

4

JULY 10, 2026

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/2/2026

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

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

PRODUCER
AssuredPartners Design Professionals Insurance Services, LLC
1325 4th Ave, Suite 2100
Seattle WA 98101

License#: 6003745

CONTACT NAME: Rebecca Beebe
PHONE (A/C, No, Ext): 360-626-2957 **FAX (A/C, No):** 360-626-2957
E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : RLI INSURANCE COMPANY	13056
INSURER B : Hartford Fire Insurance Company	19682
INSURER C : Hartford Accident and Indemnity Company	22357
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Civil Systems Engineering Inc
1202 Lake Pointe Pkwy
Sugar Land TX 77478

12887

COVERAGES **CERTIFICATE NUMBER:** 249408886 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y	Y	PSB0008249	4/30/2026	4/30/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
C	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	52UEGBY6WPC	7/1/2026	7/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	**UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED RETENTION $	Y	Y	PSE0004083	4/30/2026	4/30/2027	EACH OCCURRENCE AGGREGATE 	$ 1,000,000 $ 1,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	52WBGZV0497	3/3/2026	3/3/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liab;Claims Made			RDP0060783	12/29/2025	12/29/2026	Per Claim Aggregate	$2,000,000 $4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The certificate holder is an additional insured per the attached.
The following policies are included in the underlying schedule of insurance for umbrella/excess liability: General Liability/Auto Liability/Employers Liability.

CERTIFICATE HOLDER

For Information Only

CANCELLATION

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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Texas Board of Professional Engineers
CERTIFICATE OF REGISTRATION
This acknowledges that

CIVIL SYSTEMS ENGINEERING INC
dba CSE

has fulfilled the requirements of the Texas Board of Professional Engineers to offer and perform engineering services in the state of Texas

Registration Number	Expiration Date
F-5246	01/31/2028

Your Firm Registration

Your registration information is displayed below. You cannot change this information online.

	Surveying Firm Registration Information
Firm Number	10194756
Registration Expiration	12/31/2026 (you can renew starting 11/01/2026)
Name ?	Civil Systems Engineering, Inc.
DBA ?	CSE
Type ?	Surveying
Registration Status ?	Registered

Texas Board of Professional Engineers and Land Surveyors

CERTIFICATE OF REGISTRATION

This acknowledges that

RODS, Inc.

has fulfilled the requirements of the Texas Board of Professional Engineers and Land Surveyors to offer and perform engineering services in the state of Texas.

Registration Number
F-10055

Expiration Date
9/30/2026

Texas Board of Professional Engineers and Land Surveyors

CERTIFICATE OF REGISTRATION

This acknowledges that

RODS Inc.

has fulfilled the requirements of the Texas Board of Professional Engineers and Land Surveyors to offer and perform surveying services in the state of Texas.

Registration Number
10030700

Expiration Date
12/31/2026

JAVIER M. ZAMORA, P.E., CFM
PROJECT MANAGER



EDUCATION

Bachelor of Science,
Civil Engineering,
Texas A&I University, 1990

PROFESSIONAL LICENSING

Professional Engineer:
Texas (83447)

Certified Floodplain Manager
National (2135-11N)

AREAS OF PRACTICE

Hydraulics, Stormwater/ Drainage Engineering/Design, Roadway Design, SW3P, Construction Management

SOFTWARE

MicroStation, OpenRoads, GeoPAK, ArcGIS, WinStorm, EPA-SWMM, XP-SWMM, HEC-RAS, HEC-HMS

Mr. Zamora has 35 years of engineering experience, 6 years at City of Harlingen as City Engineer and Public Works Director, 8 years at Texas Department of Transportation (TxDOT) Houston District and 14 years with consulting engineering firms. With the TxDOT Houston District Design Section & Consultant Contracts he was responsible for PS&E preparation, hydraulic design and analysis of storm sewer, cross culverts, channels, scour analysis, and storm water pollution prevention plans. Mr. Zamora also managed, reviewed and supervised the respective design consultants as well as coordinating with outside local entities. As former City of Harlingen Public Works Director/City Engineer, Mr. Zamora is keenly aware of flood issues affecting the City and surrounding areas. Additionally as a resident of Harlingen, Javier provides additional insite into the issues and perspectives that face the City and its citizens.

REPRESENTATIVE EXPERIENCE

- **City of Harlingen System 023 Drainage Improvement PS&E, Harlingen TX 2022-2023.** Mr. Zamora served as project manager for the proposed storm sewer improvement project for City of Harlingen. He managed the design and PS&E package. He developed the construction bid documents and managed the construction phase services
- *Commerce Street Redesign Project PS&E, Harlingen, Texas, 2025.* Mr. Zamora managed the 3.2 mile roadway reconstruction design project. He managed the subconsultants and design leads. He led the roadway design and coordinated the drainage and utility designs. He coordinated with the design efforts with other stakeholder agencies, including Harlingen WaterWorks, UPRR, and TxDOT. He lead the public meeting efforts.
- *Jefferson Drainage Ditch Construction, Harlingen, Texas, 2010.* Mr. Zamora oversaw the construction management of a concrete lined drainage ditch project. He managed construction inspection, work change orders, and coordination with the construction company. The project was completed on time and within budget.
- *"M" and "L" Street Drainage Storm Sewer Project, City of Harlingen, Texas, 2012.* Mr. Zamora oversaw the design and construction management of the these drainage projects, which consisted of installing 24", 30", and 48" reinforced concrete pipe, storm inlets, and drainage manholes. Roadway was completely overlaid with asphalt.
- *Buchanan, Hays, Johnson, and "M" St. Storm Sewer Drainage Project, City of Harlingen, 2012-2014.* Mr. Zamora oversaw the design and construction management of these drainage projects, which consisted of five phases and installed 24", 30", and 48" RCP's, storm inlets, and drainage manholes.
- *3rd Street Drainage Ditch Imp. Project, City of Harlingen, 2014.* Mr. Zamora oversaw the design and construction management of this drainage project, consisting of an existing ditch to provide more drainage capacity and to install a 10'x10' RCB at 3rd Street Drainage Ditch and North Loop 499.
- *Roadway Design/Construction Management of roadways throughout the City of Harlingen.* Mr. Zamora oversaw the design and construction management of several roadways within the City of Harlingen, including: East Treasure Hills Drive, Dixieland Road/Bass Pro Drive, Stuart Place Road, Brazil Road, Teege Road, Bass Pro West Road, Wilson Road, Halpin Road, Crockett Road, Spur 54 Roadway Schematic,
- *City of Harlingen Master Drainage Plan, Cameron County, Texas, for City of Harlingen, 2008.* Mr. Zamora performed project data collection and inventory

of drainage infrastructures, drainage basin delineations, HEC-HMS and HEC-RAS modeling analysis for drainage channels, and EPA-SWMM modeling analysis for existing and proposed storm sewer systems. Performed alternative formulation, evaluation, and recommendation. Estimates for proposed storm sewer system improvement construction costs.

- *Hidalgo County North Main Drain Improvement Project, Hidalgo County, Texas, for Hidalgo County Drainage District No.1, 2007.* Mr. Zamora identified alternative improvement plans to a segment of North Main Drain beginning upstream at Monte Christo Toad (FM 1925) and ending at Caliche Road just south of Edinburg Lake to provide higher flood protection to surrounding areas along the channel reach without adverse impacts downstream. Mr. Zamora inputted field surveying into hydraulic models, performed HEC-HMS & HEC-RAS modeling, cost estimates, and final design.
- *Drainage Impact Analysis for Holmes Road Reconstruction (Main Street Split to Kirby Drive) HCFCD Unit C161-00-00, Harris County, Texas, 2008.* Perform a storm sewer/ drainage design and runoff impact analysis to meet City of Houston criteria and ensure no impacts to receiving Harris County Flood Control District (HCFCD) drainage ditch HCFCD C161-00-00 as part of the roadway and drainage improvement project. The detailed H&H modeling analysis utilized EPA-SWMM, HEC-RAS, and HEC-HMS to model the roadway storm sewer, outfall ditch and compute flows. Javier determined impacts, evaluated and optimized drainage improvements to HCFCD Unit C161-00-00 to provide inline storage volume to mitigate potential runoff impacts and provide outfall depth for the project storm sewer.
- *Hydrologic and Hydraulic Study for Fulshear Creek Crossing Subdivision, Fort Bend County, Texas, 2008.* Performed a detailed hydrologic and hydraulic analysis to assist the design engineer (Robert T. Deden Services) in determining runoff impacts to Fulshear Creek, a tributary to the Brazos River, for the proposed development. Drainage and mitigation design met Fort Bend County Drainage District's no flow and water surface impact criteria. Specific tasks included: GIS drainage basin delineations using LiDAR data, hydrologic and watershed parameters estimations, HEC-HMS hydrologic modeling, and HEC-RAS hydraulic modeling.

ADDITIONAL PS&E EXPERIENCE PROJECTS

- Johnson Avenue Drainage Improvement Project - City of Harlingen 2011-2012
- Post Oak Boulevard - From Richmond Ave. to IH 610 Richmond Ave. Exit, ($585K construction)
- West Green Boulevard - From IH 10 to Park Row, ($675K construction)
- FM 517 - From Owens Rd. to FM 3436, TxDOT ($7.0M construction)
- W. Airport Blvd Reconstruction PS&E – From Chimney Rock to Hiram Clarke Rd., TxDOT ($7.0M construction)
- W. Airport Blvd Reconstruction PS&E – From Hiram Clarke Rd. to FM 521, TxDOT ($4.8M construction)
- US 59 - (Connector D) IH 610 at US 59 Interchange, TxDOT ($2.0M construction)
- IH 45 - From FM 1488 to South of Crighton Rd., TxDOT ($9.5M construction)
- FM 528 - From Winding Way to West Nasa Blvd., TxDOT ($15.0M construction)
- IH 610 (Depressed Frtg. Roads) at US 59 Interchange, TxDOT ($25M construction)
- SH 6 - From West of FM 521 to Brazoria County Line, TxDOT ($18.0M construction)
- US 59 - From North of Lee Rd. to Greens Bayou, TxDOT ($32.2M construction)

DEREN LI, PH.D, P.E., D.WRE
PRINCIPAL IN CHARGE



EDUCATION

Doctor of Philosophy in Civil and Environmental Engineering, Utah State University, 1991

Master of Science in Civil Engineering, Beijing Institute of Water Resources and Hydropower, 1985

Bachelor of Science in Civil Engineering, North China Institute of Water Resources and Hydropower, 1982

PROFESSIONAL LICENSING

Professional Engineer: Texas (83158)

AREAS OF PRACTICE

Hydrology & Hydraulics, Flood Damage Mitigation, Stormwater/ Drainage, Engineering/Design, GIS

SOFTWARE

1D/2D HEC-RAS, HEC-HMS, HEC-1, HEC-2, WSP2, PeakQ, HEC-SSP, 1D/2D XP-SWMM, PC-SWMM, EPA-SWMM, WinStorm, TR-20, ArcGIS, HEC-GeoRAS, ArcHydro, HEC-GeoHMS, FEMA BCA

Dr. Li has over 33 years of extensive experience in water resources engineering planning, design, and management, including watershed study, master drainage planning, flood damage reduction/mitigation study, floodplain and mapping study, urban stormwater drainage systems modeling and design, bridge/culvert H&H modeling and design, bridge scour analysis, ArcGIS, water supply systems modeling and design, river/reservoir systems modeling and water rights analysis. He is proficient with the latest H&H software including HEC-HMS, 1D/2D unsteady HEC-RAS, EPA-SWMM, XP-SWMM, and PC-SWMM. He is very familiar with FEMA, TWDB, TDEM, TCEQ, and USACE policies and regulations.

REPRESENTATIVE EXPERIENCE

- **City of Harlingen HUC10 Flood Protection Planning Study, 2025** (Texas Water Development Board Grant Program) for City of Harlingen, TX, 2022-2025. Dr. Li served as Project Manager for the flood protection planning study to develop a watershed-based flood protection plan with flood mitigation and improvement projects. The study also includes an update to City's master drainage plan. He managed and performed the project development tasks, developed detailed hydrologic and hydraulic models, including the latest 2D HEC-RAS modeling technology. He developed proposed projects for flood reduction. He also coordinated the benefit-cost analysis and inundation mapping of the project.
- *City of Harlingen Master Drainage Plan for City of Harlingen, TX, 2008.* Dr. Li served as PM for the City's Master Drainage Plan (MDP) and Capital Improvement Plan (CIP) project. He managed and performed the project development tasks, including coordination and collaboration with the City and CCDD5, drainage infrastructure inventory, field survey, LiDAR processing, GIS and base mapping, drainage basin delineations, HEC-HMS and HEC-RAS modeling for 49 drainage outfall channel systems. He used EPA-SWMM to analyze 128 underground storm sewer systems. Cost estimates were developed for each recommended improvement (channel improvements, detention basin, crossing replacements, and storm sewer improvements). The MDP was developed to provide guidance for the City to implement drainage improvements as part of a CIP program to relieve existing flooding and future development. With the MDP, the City has secured millions Federal/State funding (FEMA, TDEM, CDBG) for various projects such as Jefferson Drainage Ditch, Jefferson St, 3rd Street Drainage Ditch, 9th & 13th Storm Sewer Systems.
- *Jefferson Drainage Ditch Improvement Project, City of Harlingen, 2012*. Dr. Li assisted the City to apply for *Hazard Mitigation Grant Program (HMGP)* as part of *FEMA/ TDEM* disaster funding, approx. $1.725M. Dr. Li also served as PM for the PS&E preparation of the proposed Jefferson Drainage outfall channel improvements based on COH Master Drainage Plan. PS&E consisted of hydraulic design, cross-culverts, channel riprap, traffic control, SW3P, earth work quantities, project estimates, and project manual.
- *City of Edinburg Master Drainage Plan, City of Edinburg and TWDB, 2015.* Dr. Li lead the H&H team for development of master drainage plan (MDP) for the City's outfall channel system improvements. The project was a part of a *TWDB Flood Protection Plan Grant No. 13483221592*. Dr. Li managed the H&H team and identified flooding risk areas within the City. He evaluated and recommended alternative improvements to provide relief/reduction of flooding with a minimum 25-year level of protection. The study tasks included LiDAR and survey data GIS processing, user-defined unit hydrograph computations, HEC-HMS, 1D steady HEC-RAS, and 1D/2D unsteady HEC-RAS modeling analysis. ArcHydro and GeoHEC-HMS were used for drainage delineations and GeoHEC-RAS was used for RAS model development. Hydrologic and watershed

parameters were estimated. Areas of flood prone concern were identified based on information and recorded flood data. Dr. Li developed a prioritization criteria matrix for the FEMA BCA alternative analyses based on flood reduction benefit and estimated construction cost. The USACE HEC-FDA program in conjunction with the HEC-RAS multiple frequency water surface elevation results was used to determine the expected annual flood damage reduction benefit for each studied outfall system. The project assumptions, findings, and recommended alternatives were presented to the public during various public meetings and provided to the City and TWDB within a sealed report.

- *FEMA Hidalgo County Texas Countywide Flood Map Modernization Program, FEMA and Hidalgo County.* Dr. Li served as PM to develop a digital flood insurance rate map (DFIRM) for the entire Hidalgo County based on high resolution LIDAR topo, survey data, and detailed HEC-HMS & HEC-RAS modeling. He developed base map DFIRM database and digital topographic data based on FEMA guidelines and specifications for Flood Hazard Mapping Partners. He delineated and analyzed the entire 1,600 sq. mile county drainage areas and developed hydraulic models and flood hazard mapping for 10 streams. During the project development, Dr. Li wrote a technical write paper *"Recommended Hydrologic Modeling Approach for Hidalgo County,"* which has been generally adopted as the hydrologic methodology within LRGV region.
- *Regional Water Supply Facility Plan, HCDD1 & TWDB, Hidalgo County, TX 2011.* Dr. Li served as PM for the grant application and resulting feasibility study for the identification and evaluation of potential sites for diversion, storage and treatment of diverted drainage water as an alternative water source to supply treated water to areas within Hidalgo County. The project funded under *TWDB Contract No. 0804830848*. It included TCEQ Water Availability Model (WAM) modeling and Water Rights coordination. *TCEQ/TWDB WAM model* was used to quantify water availability within the Main Floodwater Channel watershed and develop water conservation strategies to maximize the utilization of stormwater/floodwater for beneficial uses. Dr. Li updated based on TWDB coordination, TCEQ Water Rights comments, and public meeting inputs.
- *SH 365/ IBTC H&H Study, Hidalgo County Regional Mobility Authority, Hidalgo Co. TX 2015.* – Dr. Li served as GEC Hydrology lead to analyze proposed storm sewer and design mitigation measures for the proposed SH 365/ International Bridge Trade Corridor (IBTC) highway project. He developed EPA-SWMM models for the highway's multiple segments drainage systems including storm sewers, roadside ditches, and outfall channels. He analyzed and designed inline ditch storage, detention basins, and inline channel storage using EPA-SWMM to route runoff hydrographs for existing and proposed conditions.
- *City of Bryan Storm Sewer Modeling and Infrastructure Mapping Project ($1,000,000 fee), Brazos County, TX.* Dr. Li served as PM to develop a citywide storm sewer system master plan to assist the City staff in its future storm drainage systems and floodplain management, as well as its NPDES Phase II compliance. The scope of services of this project included GPS and Total Stations field surveying, conditions assessments (manholes, inlets, sewers, stream crossings, and open channels), GIS/mapping using GeoMedia Professional and Arc GIS, database creation, XP-SWMM hydrologic and hydraulic modeling, and capital improvement plan. To supplement the field survey data, GeoPak software was used to cut stream cross sections through DTM analysis. To have a consistent hydrologic and hydraulic analysis methodology for its future projects, a systematic approach was developed for hydrologic analysis, from rainfall distribution to runoff generation for various storm events. The project included two phases: 12 sq. miles and 32 sq. miles.
- *Drainage Design for the Cameron Park Road Improvement Project, Cameron County, TX, TxDOT Pharr District* – Dr. Li performed the hydraulic modeling the proposed 7.5 miles of road improvements using WinStorm program. The storm sewer design was based on TxDOT Hydraulic Design Manual.

KURT E. KILLIAN, P.E., CFM
SENIOR DRAINAGE ENGINEER



EDUCATION

Bachelor of Science in Civil Engineering, University of Houston, 1995

PROFESSIONAL LICENSING

Professional Engineer: Texas (95742)

Certified Floodplain Manager National (3973-21N)

AREAS OF PRACTICE

Hydrology & Hydraulics, Stormwater/ Drainage Design, GIS

SOFTWARE

1D/2D HEC-RAS, HEC-HMS, HEC-1, HEC-2, WSP2, PeakQ, HEC-SSP, 1D/2D XP-SWMM, PC-SWMM, EPA-SWMM, OpenRoads, SUDA, Geopak Drainage, WinStorm, TR-20, ArcGIS, HEC-GeoRAS, ArcHydro, HEC-GeoHMS, FEMA BCA, HEC-FDA

ADDITIONAL TRAINING

HEC-RAS v5.0 2D Modeling Workshop by West Consultants.

Applied Fluvial Geomorphology Short Course by Wildland Hydrology

Mr. Killian has over 30 years of specialized expertise in water resources engineering includes hydrologic and hydraulic modeling, hydraulic design, floodplain analyses, mapping, and management, master drainage planning, flood insurance studies and map revisions, drainage design/PS&E, and GIS applications. His background consists of water resource analysis and modeling, stormwater design, and government employment, including Harris County Flood Control District. He is adept at all levels of modeling methods & software from 1D steady to 2D unsteady state modeling as well as current software, criteria, and design standards.

REPRESENTATIVE EXPERIENCE

- **City of Harlingen HUC10 Flood Protection Planning Study, 2025** (Texas Water Development Board Grant Program) for City of Harlingen, TX. Mr. Killian serves as Lead Technical Engineer for the flood protection planning study to develop a watershed-based flood protection plan with flood mitigation and improvement projects. The study also includes an update to City's master drainage plan. He managed and performed the project development tasks, developed detailed hydrologic and hydraulic models, including the latest 2D HEC-RAS modeling technology. He also has developed storm sewer models using SWMM to analyze and proposed improvements to the City's internal drainage systems.
- **City of Harlingen System 023 Drainage Improvement PS&E, Harlingen TX 2023.** Mr. Killian served as lead drainage engineer for the proposed storm sewer improvement project. He delineated drainage areas and computed flows based on current COH criteria and Atlas 14 rainfall. He updated the 2008 MDP proposed system based on the updated flows. He refined inlet locations and system sizes. Developed the design and adjusted alignments to minimize impacts to existing utilities. He analyzed the proposed system within EPA-SWMM to ensure capacity and extreme event conveyance. He presented the design within PS&E package.
- *Commerce Street Redesign Project PS&E, Harlingen, Texas, 2025.* Mr. Killian led the H&H analysis and design for the 3.2 mile roadway reconstruction project. He developed SWMM model for the overall corridor and contributing systems. He sized the 100-year capacity trunkline. He coordinated the drainage with the design team.
- **City of Harlingen Master Drainage Plan, Harlingen, TX, 2008**. Mr. Killian served as lead hydraulic engineer for the City's Master Drainage Plan (MDP) and Capital Improvement Plan (CIP) project. He performed data development of field survey, LiDAR processing, GIS and base mapping, drainage basin delineations, HEC-HMS and HEC-RAS modeling for 49 drainage outfall channel systems, and EPA-SWMM modeling analysis for 128 storm sewer systems. He developed cost estimates for each recommended improvement, such as channel, basin, crossing replacements, and storm sewer improvements. The MDP was developed to provide guidance for the City to implement drainage improvements as part of a CIP program to relieve existing flooding and future development. With the MDP, the City has secured millions Federal/State funding (FEMA, TDEM, CDBG) for various projects such as Jefferson Drainage Ditch, Jefferson St, 3rd Street Drainage Ditch, 9th & 13th Storm Sewer Systems.
- **SH 365/ IBTC H&H Study, Hidalgo County Regional Mobility Authority, Hidalgo Co. TX 2014-2018. –** Mr. Killian served as drainage lead to analyze proposed storm sewer and design mitigation measures for multiple segments of the proposed SH 365/ International Bridge Trade Corridor (IBTC) highway project. He developed EPA-SWMM models for the highway's storm sewer and roadside

ditches to design the system sizes and analyze potential runoff impacts. He designed inline ditch storage, detention basins, and inline outfall channel storage using EPA-SWMM and 1D/2D unsteady HEC-RAS to route runoff hydrographs for existing and proposed conditions. He designed cross-culverts and outfalls into IBWC Main Floodway.

- **US 83 Schematic/ PS&E Widening Project, Zapata Co., TX, Pharr District (2018-2025):** Drainage/ H&H engineer for 2-lane to 4-lane rural highway widening. Included bridge hydraulic analysis of 3 large (>1000ft) bridges, and PS&E drainage design, including 21 new & extension of 18 culverts and 3 bridge-class culverts, roadside ditch design, parallel & median culverts, SW3P, and PS&E sheets. HEC-RAS, HEC-HMS, HY8.
- **City of Edinburg Master Drainage Plan, City of Edinburg and TWDB, 2015.** TWDB Flood Protection Plan Grant (#13483221592). Mr. Killian performed the hydrology and hydraulic modeling to develop a master drainage plan for the City of Edinburg. The project was to determine proposed improvements to existing outfall channel systems to relieve frequent flooding within the City. Kurt used LiDAR and GIS tools to delineate drainage areas. He performed HEC-HMS to determine runoff flows, and 1D/2D HEC-RAS modeling analysis for each outfall channel. He developed alternatives for each drainage outfall system to improve conveyance and relieve flooding and decrease storm sewer tailwaters.
- **SH 107 Reconstruction, Combes, TX, TxDOT Pharr District, 2015.** Kurt performed the drainage design and runoff impact analysis for the proposed road widening from BS 77 to US 77. The proposed design included a curb-n-gutter section with storm sewer. Kurt delineated drainage areas, computed flows and runoff hydrographs, designed the road storm sewer system and two outfall storm sewers to the receiving CCDD#5 Wilson Tract Main Ditch. He used GeoPak Drainage and WinStorm for storm sewer design and EPA-SWMM to analyze the systems for runoff impacts and mitigation measures, which included enlarging the outfall trunklines for inline storage.
- **FM 989 Schematic/ PS&E Widening Project, Texarkana, TX, TxDOT Atlanta District (2021).** Drainage/ H&H TL for urban highway widening including drainage impact study, drainage and storm sewer design and PS&E. He delineated drainage areas, computed flows, calculated outfall channel WSEL using HEC-RAS, and design storm sewer pipes and inlets using Geopak Drainage. He used EPA-SWMM to compute runoff impacts and design inline mitigation by using enlarged storm pipes with restrictors. He coordinated the design the adjacent highway segments and developed the drainage PS&E.
- **SWTP 72" Water Line Project Drainage Study, City of Houston, 2017**. As part of a City of Houston (COH) waterline replacement project, Kurt performed the drainage analysis and design for storm sewer improvements within the project area. The improvements were based on the COH master drainage plan and were sized using HouStorm and EPA-SWMM softwares. The proposed storm sewer was design for 2-year storm with a 100-year HGL in-ROW. EPA-SWMM was used to analyze 100-year event to ensure no downstream flow impacts to the receiving systems and to the final outfall into HCFCD . The storm sewer systems ranged in size from 24" to 72" RCP.
- **Dulles Avenue Improvements Drainage Impact Study, Sugar Land TX, TxDOT Houston District**. Performed preliminary storm sewer design and drainage impact mitigation study for proposed urban roadway widening. Used WinStorm and XP-SWMM for storm sewer design and routing analysis. Incorporated design into schematic and presented during public meetings.

HOMERO L GUTIERREZ, P.E., RPLS
SENIOR TRANSPORTATION MANAGER



EDUCATION

Bachelor of Science,
Civil Engineering,
Texas A&M University

PROFESSIONAL LICENSING

Professional Engineer: Texas (36639)

Registered Public Land Surveyor: Texas (2791)

AREAS OF PRACTICE

Transportation Design, Schematic Design, Surveying

Homero L. Gutierrez has over 52 years of extensive HANDS-ON project experience in all TxDOT Project Development Phases (PDP) [schematic, design, construction] and Management. He served 29 years with TxDOT Pharr District, where he had various management responsibilities while serving as Area Engineer, District Design, ROW and Advanced Planning Engineer, and Director of TP&D. He designed/ managed TxDOT projects with various complexity levels, including Schematic, ENV, PS&E, Construction Management, and Surveying.

REPRESENTATIVE EXPERIENCE

- **TxDOT Advanced Highway Planning Director, Pharr District.** Homero directed, managed and oversaw the District's advanced planning efforts and environmental assessments on major Freeways and various types of state highways.
- **TxDOT District Design Engineer, Pharr District.** Homero directed, managed, supervised and /or oversaw TxDOT consultants on PS&E packages, including expressway and major highways. He supervised the development of six (6) airport projects and coordinated the various phases of project development with TxDOT Aviation Division, cities and consultants. He provided construction estimates for the Hidalgo Toll Loop sections. He coordinated the Brownsville – Matamoros Railroad Relocation Project.
- **Hidalgo County Toll Loop (HCTL) –New Expressway, Pharr District & Hidalgo County Regional Mobility Authority (HCRMA).** PM for mobility improvement project that included potential constraints/ impacts such as Social Economic/ Environmental Justice, flooding, utility conflicts, and federal coordination.
- ***US 281 Schematic – Safety Enhancement and Intersection Improvements, George West to Three Rivers, Corpus Christi District*** – PM and schematic designer for the safety enhancement of a 9.4 mile reach of 4-lane divided suburban highway within an energy corridor.
- **US 281 Super 2 Widening PS&E, Jack Co., TxDOT Fort Worth District.** PM & road designer for highway widening.
- **US 281 Super 2 Widening PS&E, Perrin TX, TxDOT Fort Worth District.** PM & road designer for highway widening.
- ***LP250/SH158 Interchange Improvement Project, Odessa District*** –PM and schematic designer for an urban freeway ultimate widening and interchange direct connectors schematic design at LP 250/ SH 158 interchange
- **US 83 (IH-2) Reconstruction, City of Palmview, Pharr District.** PM for the US 83 widening/ reconstruction schematic design from a 4-lane rural divided facility to 6-lane urban freeway with frontage roads.
- **SH 336 Extension Schematic, EA, PS&E, Pharr District.** PM for new alignment extension of a major urban arterial. Schematic, Environmental Assessment (EA), and PS&E for SH 336 (Tenth Street) Extension from SH 107 to FM 1925
- **Laredo Outer Loop Feasibility Study & Schematic**
- **Rio Grande City Street Improvement Projects – ORCA Funding**
- **US 83 & US 77 Expressway Reconstruction and Widening Projects**
- **Hidalgo County Mile 2 West Road**
- **Mile 6 West Road**
- **FM 509 PS&E – New Highway Location**

ADEBOLA FASHOKUN, P.E., CFM

HYDROLOGY & HYDRAULICS, GIS, BCA



EDUCATION

Bachelor of Science, Civil Engineering, University of Lagos, 1991

Masters of Science, Water Resource System Engineering, Newcastle University, 1993

PROFESSIONAL LICENSING

Professional Engineer: Texas TX (94952) MD (41251)

Certified Floodplain Manager: National (US-16-08947)

AREAS OF PRACTICE

Hydrology & Hydraulics, Stormwater/ Drainage Engineering, GIS, Benefit-Cost Analysis

SOFTWARE

1D/2D HEC-RAS, HEC-HMS, 1D/2D XP-SWMM, PC-SWMM, EPA-SWMM, PeakQ,, HEC-SSP, HEC-FDA, FEMA BCA, ArcGIS, HEC-GeoRAS, ArcHydro, HEC-GeoHMS

Mr. Adebola "Bola" Fashokun has over 30 years of experience in civil and water resources engineering projects. He has specialized experience in feasibility studies, planning, design, and construction of flood reduction, stormwater drainage and stormwater quality systems. His capabilities include extensive technical engineering and project management experience in hydrology and hydraulics, economic analysis, hazard mitigation, and low impact development. His modeling expertise includes 2D hydrodynamic modeling, risk-based flood damage analysis with uncertainty, and triple bottom line benefit-cost evaluation. Bola has substantial experience leading and supporting flood modeling projects with recent emphasis on large data/high-performance computing 2D hydraulic modeling and associated spatial databases.

REPRESENTATIVE EXPERIENCE

— **City of Harlingen HUC10 Flood Protection Planning Study, 2025** (Texas Water Development Board Grant Program) for City of Harlingen, TX, 2022-2025. Mr. Fashokun served as lead for the Benefit-Cost Analysis (BCA) for the flood protection planning study to develop a watershed-based flood protection plan with flood mitigation and improvement projects. The study included an update to City's master drainage plan. He performed detailed 2D HEC-RAS modeling to generate inundation mapping for existing and proposed project areas. He calculated impacted structures, flood reductions, and project benefits associated with proposed improvements. He used FEMA BCA toolkit to generate BCA ratios and providing technical memorandums for each project..

— **City of Mission, TX Master Drainage Plan, (2019-2020). Technical Lead.** Mr. Bola Fashokun performed the technical study evaluation that recommended a proposed CIP of approximately $93 million worth of projects for 51 drainage systems with 160 miles of storm sewer mains and 36 miles of drainage ditches in the City of Mission, TX.

Bola utilized survey data to update the City's storm drainage spatial database with improved storm sewer, channel, and detention basin attributes. Utilizing Atlas 14 data in conjunction with 2018 LiDAR-based watershed delineations that he performed, he developed calibrated HEC-HMS and HEC-RAS 2D rain-on-grid models verified with historical flooding locations.

Bola also developed large-area holistic XP-SWMM 2D models to simulate deficient storm sewer capacity and real-time unfavorable tailwater conditions during the 10-year event under existing conditions and similarly for proposed conditions. This was to ensure that storm sewer project benefits in one subwatershed did not unknowingly result in missed adverse impacts to another which can occur when storm sewer outfall areas are evaluated individually without more realistic dynamic interaction. The 10-year approach also ensured proposed storm sewer recommendations were effective well into the future under prevailing climatic conditions. The modeling of improvements was optimized for flood reduction and cost, and the reduction benefits properly translated into the FEMA BCA model.

Bola drew from his wealth of experience with FEMA BCA, HAZUS-MH, and US Army Corps flood damage assessment and feasibility studies to ensure that all benefit categories were robustly computed and accounted for in the BCA model. Recommended projects evaluated for FEMA BCA included non-structural relocation/floodplain conservation, channel improvements, regional detention, and storm sewer improvements. Using ArcGIS Pro, Bola also provided specialized GIS and model deliverables for enhanced visualization presentation to the public. Mr. Fashokun provided the City of Mission with EPA-SWMM exports that would enable City staff perform future in-house 1D storm sewer screening revisions without dependence on the consultant or the use of a full multi-domain XP-SWMM 2D model.

Bola provided a digital record of GIS layers and model results in a format to integrated within the City records system and utilized as base information for continuous improvements. He provided multi-criteria project prioritization that was conducive to collaborative work sessions with City staff, council members, and other stakeholders. Bola also identified downstream bottlenecks outside the city limits for coordination with other jurisdictions to improve channel tailwater conditions within city limits.

— **City of Edinburg Master Drainage Plan, City of Edinburg & TWDB, Edinburg, TX, (2014-2015**). Project Engineer/FEMA BCA Specialist. As part of a TWDB Mitigation Grant project, Bola performed the FEMA BCA modeling in support of a master drainage plan for the City of Edinburg. The project was to determine proposed improvements to existing storm sewer and outfall channel systems to relieve frequent flooding within the City and provide a FEMA BCA to support funding grant applications. The drainage improvement provided benefit to thousands of structures across several watersheds. Bola utilized GIS spatial techniques to create damage reaches to tie HEC-RAS cross-sections to areas of uniform structures.

To overcome challenges in areas with high variability in structure types and finish floor elevations, Bola, computed damages outside the BCA using the USACE HEC-FDA model applying the most current depth-damage functions that were acceptable to FEMA to each structure type. Bola then migrated the results to the FEMA BCA model as professional expected damages and was able to complete highly accurate BCA for thousands of structures. Submittal Analysis Packages with BCR > 1 were successfully completed for 12 watersheds using the FEMA BCA program as part of the Hazard Grant Mitigation Program to obtain funding for the proposed drainage projects.

— **HCDD#1 2018 Bond Phase I - Flood Control Project Segment 22, (2020-Present). Project Engineer.** This project was to develop mitigation measures along the main stem of the Mercedes Lateral Drain and tributaries to provide flood relief to Mila Doce, Weslaco, and Hidalgo County unincorporated areas just north of the Mid-Valley airport. Hydrologically, the project area is in the Upper Pilot Channel - Laguna Madre subwatershed with HUC-10 Hydrologic Unit Code 1211020803. Bola utilized ESRI ArcMap 10.7 and ArcGIS Pro 2.1 to perform the various spatial processing required for base mapping, topographic data development, drainage system delineations, drainage and hydrologic parameter extraction, hydrologic and hydraulic model development and analyses, and drainage system inventory. He developed the HEC-HMS model utilizing NOAA Atlas 14 Region 11 precipitation data with calibrated runs performed using historic rainfall gage data for the June 2018 event. He developed a HEC-RAS 6.03 1D/2D coupled model to simulate existing condition hydraulics with the calibrated model verified using extensive geocoded photo documentation of the June 2018 historical event. His proposed condition alternative projects included linear detention (channel improvements value engineered to minimize cost by limiting bridge replacements), channel improvements with enhanced conveyance, crossing improvements, and regional detention modeled in the 2D area. Bola provided visual demonstration of model results with 50-year floodplain depth reduction/elimination at various geographic locations in the study area.

— **HCDD#1 Mission Inlet Improvement Project, (2013-2016). Project Engineer.** Project investigated proposed improvements to the 11-mile channel to reduce flooding and allow the removal of existing levees along the channel. Bola performed watershed processing using ArcHydro and HEC-GeoHMS to develop the existing conditions hydrology HEC-HMS model. He developed the existing conditions hydraulics and preliminary alternatives using a 1D/2D dynamic PC-SWMM model before migrating to a final 1D/2D unsteady HEC-RAS (5.0 beta) baseline model.



EDUCATION

Bachelor of Science in Civil Engineering, University of Houston, 2002

Masters of Civil Engineering, University of Houston, 2010

PROFESSIONAL LICENSING

Professional Engineer: Texas (98292)

Certified Floodplain Manager National (1269-07N)

AREAS OF PRACTICE

Hydrology & Hydraulics, Stormwater/ Drainage Design, GIS

SOFTWARE

1D/2D HEC-RAS, HEC-HMS, HEC-1, HEC-2, WSP2, PeakQ, HEC-SSP, 1D/2D XP-SWMM, PC-SWMM, EPA-SWMM, OpenRoads, SUDA, Geopak Drainage, WinStorm, TR-20, ArcGIS, HEC-GeoRAS, ArcHydro, HEC-GeoHMS, FEMA BCA, HEC-FDA

JAMES C. HATHORN, P.E., CFM

SENIOR HYDRAULIC ENGINEER

Mr. Hathorn has over 25 years of specialized expertise in water resources engineering includes hydrologic and hydraulic modeling, hydraulic design, floodplain analyses, mapping, and management, master drainage planning, flood insurance studies and map revisions, drainage design/PS&E, and GIS applications. His background consists of water resource analysis and modeling, stormwater design, and government employment, including Harris County Flood Control District. He is adept at all levels of modeling methods & software from 1D steady to 2D unsteady state modeling as well as current software, criteria, and design standards.

REPRESENTATIVE EXPERIENCE

IH-30 Canyon Reconstruction, Dallas, TX, TxDOT Dallas District, 2020-2021. Drainage designer for $450M reconstruction of interstate freeway segment from IH-45 to IH-35 in Downtown Dallas. James designed the at-grade intersecting City's street storm sewer systems within the reconstruction area of the interstate as well as the scupper inlets and bridge deck drainage for 8 City street and two railway bridge crossings. He used GeoPAK Drainage to produce the drainage design and PS&E sheets.

City of Harlingen HUC10 Flood Protection Planning Study (Texas Water Development Board Grant Program) for City of Harlingen, TX, 2022-2025. Mr. Hathorn serves as Hydraulic Engineer to develop a watershed-based flood protection plan with flood mitigation and improvement projects. The study also includes an update to City's master drainage plan. He developed detailed hydrologic and hydraulic models, including the latest 2D HEC-RAS modeling technology. He also has developed storm sewer models using SWMM to analyze and proposed improvements to the City's internal drainage systems.

City of Harlingen System 023 Drainage Improvement PS&E, Harlingen TX 2022-2023. Mr. Hathorn served as drainage design engineer for the proposed storm sewer improvement project for City of Harlingen. He delineated drainage areas and computed flows based on current COH criteria and Atlas 14 rainfall, updating the original 2008 MDP proposed system based on the new flows. He refined inlet locations and system sizes. Developed the design and adjusted alignments to minimize impacts to existing utilities. He analyzed the proposed system within EPA-SWMM to ensure capacity and extreme event conveyance. He presented the design within PS&E package.

Commerce Street Redesign Project PS&E, Harlingen, Texas, 2025. Mr. Hathorn led the drainage design production for the 3.2 mile roadway reconstruction project. He developed OpenRoads DU corridor model for the project. He sized the lateral systems and inlets. He coordinated the drainage design with the other disciplines. He developed drainage redesigns to minimize utility conflicts.

Tomball Master Drainage Plan, City of Tomball, Texas, 2023-2024. James serves as lead hydraulic engineer for the update of the City of Tomball master drainage plan (MDP). The MDP included updating basin and subbasin drainage areas, hydrologic parameters and flows, and hydraulic analyses of channels and storm sewer systems. James performed SWMM analyses of storm sewer systems and HEC-RAS analyses for the channel systems. He also performed a detailed, city-wide 2D HEC-RAS modeling to determine the

overland sheetflow conditions, overflow locations, and ponding within the city. He developed proposed improvement plans to relieve existing flooding and provide drainage for future infrastructure projects and development. He also updated the City's GIS system for drainage to incorporate recent drainage projects and development as well as developed an impact fee layer for the City to track payments.

NTE-3AN Design/Build, Fort Worth, Texas. As Hydraulic Task Lead, he was responsible for the drainage design and hydrologic/ hydraulic analyses along IH35 & IH 820 as part of the NTE-3AN design build project. Improvements included mainlane reconstruction, adding managed lanes, widening frontage roads, direct connectors, and bridge replacements. James performed storm sewer drainage design utilizing GeoPak Drainage, culvert design and analysis using HEC-RAS, runoff impact analysis, and detention pond routing. James was responsible for the analysis and design of approximately 9 miles of storm sewer that ranged in size from 24" RCP to 8'x5' RCB, approximately 340 inlets, and two detention ponds. He created a SWMM model for the proposed drainage to analyze runoff impacts, perform the detention pond routing, and determine outfall restrictor sizes. As drainage task lead, James was also responsible for attending weekly design coordination meetings with other discipline task leads and contractor throughout the project.

Keenan's Cutoff, Montgomery County, Texas. Drainage lead for the drainage design of storm sewers, roadside ditches, cross culverts, parallel culverts, and two detention ponds for this county road reconstruction and widening. He used GeoPak Drainage for storm sewer and inlet design and produced drainage plans sheets for the PS&E package.

Siphon Analysis for Commercial Development, Mont Belvieu, Texas – Mr. Hathorn designed a 6'x4' RCB siphon structure that served as the outfall for a proposed 37-acre commercial development in Mont Belvieu. A siphon structure was designed to avoid multiple utilities including a gas pipeline. A XP-Storm 2D model was developed to analyze the structure and the impacts on the commercial development for multiple storm frequencies. The 2D modeling also aided in optimizing the grading and drainage design.

Elysian Viaduct Improvements, Drainage Impact Study, TxDOT Houston District: As drainage design lead, James performed an impact and mitigation analysis and hydraulic stream analysis for the proposed roadway widening and bridge replacement of Elysian Viaduct in downtown Houston. The project involved the widening and realignment of the existing roadway and the replacement of three bridges crossing Buffalo Bayou – a 400-foot wide, 60,000 cfs FEMA studied stream. James designed the proposed drainage storm sewer system, produced drainage area maps, drainage plan & profile sheets, and hydraulic data sheets. He performed the runoff impact and mitigation analysis, proposed and design mitigation measures included inline storm sewer storage with restrictor outfalls.

White Oak Bayou E100-00-00 Federal Flood Control Project, Harris County Flood Control District (HCFCD), Harris County, Texas: Mr. Hathorn served as lead engineer for the PS&E preparation of approx. 66,000 feet of channel modifications along White Oak Bayou, from W. Tidwell upstream to FM 1960. Channel modification design included channel widening, transitional channel grading under 17 bridges, and replacement of approx. 320 outfall pipes, which varied in size from 24" to 8'x6' RCB. Project also included the modification of five side weir structures for regional detention basins. James used AutoDesk Civil 3D for the design and 3D terrain modeling of channel.

IH 10 from Stonewall Parkway to FM 3351, Boerne, TX, TxDOT San Antonio District (2012-2014). Drainage designer for interstate frontage roads and added ramps, including proposed inlets, storm sewers, ditch grading, proposed cross culverts, and extension of existing culverts. He created a proposed grading plan for the east & west bound frontage road bridge crossings over Leon Creek to accommodate longer bridge spans. The drainage design was performed using GEOPAK Drainage. Incorporated permanent BMP features for TCEQ Contributing Zone Plan (CZP) for Edwards Aquifer Recharge Zone requirements within the drainage design.

Various City of Houston Parks, M2L Associates, Houston, Texas. Mr. Hathorn was responsible for determining the mitigation needs and drainage design for Crain Park, Lansdale Park, Looscan Park, Meadow Creek Park, Busby Park, Forum Park, Fonde Park, Alief Community Center, and Shady Lane Park. Prepared plan sheets that included drainage area delineations, pond layout sheet and details, detention pond calculations, storm drainage design, and parking lot grading plans. James was also responsible for supporting M2L on attaining stormwater drainage permits.

MARTHA E. VIADA, E.I.T., CFM
LOCAL COMMUNITY COORDINATOR



EDUCATION

Bachelor of Science, Mechanical Concentration, University of Texas – Pan American, 2000

Masters of Science in Engineering, Mechanical Concentration, University of Texas – Pan American, 2005

PROFESSIONAL LICENSING

Certified Floodplain Manager National (2133-11N)

AREAS OF PRACTICE

Hydraulics, Stormwater Analysis & Design

Road Design

TWDB Grant Application

SOFTWARE

OpenRoads, Geopak Drainage, WinStorm

FEMA BCA Analysis

Ms. Viada, is a Senior Engineer Technician with Civil Systems Engineering, Inc. (CSE) with 17 years of professional experience in civil engineering and municipal public works. Prior to joining CSE, Ms. Viada was with the City of Harlingen and served as Assistant City Engineer. Her experience at the City included preparing contract documents, managing consultants, reviewing construction plans and floodplain permits, and preparing grant applications (ie. HMGP's). Her 11 years at the City of Harlingen provide an unique perspective of the drainage and flooding issues faced by the City and its citizens.

REPRESENTATIVE EXPERIENCE

— *Hazard Mitigation Grant Program (HMGP) Applications, Harlingen, Texas* – Prepared and submitted grant applications for the City of Harlingen comprising of project writeups, cost-benefit analysis, work schedules, environmental and historical clearances (NEPA), and construction estimates. Worked in conjunction with Cameron County Emergency Management and H2O Partners to develop the 2015 Hazard Mitigation Action Plan comprising of identification of projects for future funding requests and conduct public meetings.

— *University of Texas Regional Allied Health Center, Harlingen, Texas* - The project consisted of designing a drainage system around the proposed building, drainage of the proposed parking structure, and utilities to the proposed building. Designed the drainage system for the proposed building and parking structure consisting of a system of grates, curb inlets, and design of a drainage swale.

— *Downtown Drainage Improvements, Harlingen, Texas* - The project consisted of redesigning the existing drainage system to alleviate surplus storm water in the Harlingen Downtown area and redirected it towards an existing outfall. Modeled proposed drainage network, analyzed the capacity of the proposed drainage lines, and the total flow of the system to the proposed outfall.

— *Primera Road Improvements, Primera, Texas* – Joint project with City of Primera and TxDOT for major road improvement, including drainage and street design. Designed, analyzed, and worked on all aspects of the PS&E; typical sections, cross sections, plan and profiles, traffic control plans, pavement markings, signing layout, SW3P plans, drainage ditches and storm sewer systems

— *Upriver Road, Corpus Christi, Texas* – Joint project with Nueces County and TxDOT for design and coordination of major road improvements, including drainage, water, wastewater, sidewalks, lighting, and pavement design. Designed and analyzed drainage for culvert crossings located along the length of the project. Oversaw the drafting for culvert plan and profile sections.

— *Mercedes Independent School District, Mercedes, Texas* – Transportation Center – The project consisted of designing a new facility to encompass bus and vehicle parking areas, a fueling area, and a proposes maintenance building. Designed the parking lot layout to meet optimum traffic flow and a drainage system for the parking lot which included curb inlets, manholes, and a drainage swale.

RODS SURVEYING INC

Robert Obregon, RPLS
Principal

REGISTRATION:
Registered Professional Land Surveyor
LICENSING STATUS: Texas Registration No. 2098 (1979)
TxDOT Precertification Sequence Number: 000002494

EDUCATION:
B.S. in Civil Engineering, 1975, Universidad Regiomontana, Monterrey, N.L. Mexico
CEU Seminars, 1994 - 2023

EXPERIENCE:
Mr. Obregon has over 45 years of experience in all phases of land surveying including on the ground surveys and preparation of parcel maps, legal descriptions, right of way maps, layout and staking of projects for construction, and the establishment of the horizontal and vertical control for aerial mapping terrestrial and aerial surveying purposes. His responsibilities include the management and coordination of survey operations and is active in client communication and proposal preparation.

RECENT PROJECTS:

CCRMA WA 3 to CCRMA WA 22 (19), 2024: Right-of-Way Mapping services for the PS&E for East Loop from IH-69E to 1.57 Miles East of the intersection of SH 4 and FM 1419 in Cameron County, Texas. Subconsultant to Cameron County Regional Mobility Authority and RRP Consulting Engineers, LLC

CCRMA WA No 2 to CCRMA WA 32, 2023: Project Control & Design Survey services for a design schematic & preliminary drainage study for FM 509 from FM 508 to FM 1599 in Cameron County, Texas. Subconsultant to Cameron County Regional Mobility Authority -and S & B Infrastructure

Cameron County Outer Loop (Parkway) Cameron County, 2017: Included setting Primary & Vertical control; Set "LiDAR Verification Points" not listed in scope; Ownership Research and Right of Entry; Geotechnical Borehole Surveys; Proposed ROW staking; Hydraulic Cross Sections.

CCRMA WA 1 to CCRMA WA 4 SH 550 from Station 1195-75.00 to 1325+00.00, 3.2 miles +/-, 2020: Control & Design Survey tasks included recovered and verified existing control established by others; Recovered or set benchmarks at 1000' intervals along proposed route; GPS horizontal & vertical location of benchmarks; Processed GPS Data; Ran Digital Level Loop through Benchmarks; Prepared 11"x17" H&V control index & detail sheets; Performed **topographic** survey of 2000 LF at both ends of the project limits for tie in purposes, totaling 4,000 LF. Subconsultant to CCRMA and S&B Infrastructure

CCRMA SPI South Padre Island 2nd Access - SH 100 to South Padre Island Drive, 10 Miles: Included horizontal and vertical control, ownership research and right of entry, aerial mapping horizontal and vertical control, supplemental engineering design surveying, geotechnical borehole surveys and proposed right of way staking. Subconsultant to HNTB Corporation

Cameron County West Rail Bypass: Included verifying benchmark coordinates, establishing horizontal and vertical control, coordinating control with county, IBWC and TxDOT, project baseline staking, establishing baseline control, establishing ROW monuments and corner markers, preparing appropriate ROW maps (1"=100'), preparing parcel plats, profiling and cross sectioning intersecting streets and driveways, cross sectioning drainage channels, securing right of entry, establishing ties to existing underground and overhead utilities, identifying topographic features, type of existing material, pavements, etc. within ROW limits, obtaining measurement of hydraulic opening under existing bridges/structures, top and flowline manhole elevations, generating project DTM and base maps. Subconsultant to HNTB.

RODS
SURVEYING INC

Juan M Rodriguez, SIT
Project Manager

REGISTRATION:
Land Surveyor in Training
Licensing Status: Texas Registration Number 110197 (2015)

EDUCATION:
B.S., Land Surveying and Mapping, 2011, Polytechnic University of Puerto Rico

EXPERIENCE:
Juan Rodriguez has 20 years of experience in Land Surveying and Mapping. He has worked on multiple surveying projects for public agencies and private sector in both the State of Texas and Puerto Rico. He is proficient in computer-aided design (CAD) software's such as Bentley's Microstation and Geopak Survey, Autodesk AutoCAD and AutoCAD Civil 3D and Carlson Software Civil Suite. Juan's experience also includes utilization of Geographic Information Systems (GIS) software such as ESRI ArcGIS and OSGeo Quantum GIS for data manipulation and attribute table development including TxDOT's current ROW Geodatabase template. He utilizes FEMA FIRMette on all land title projects. He is well versed in Geospatial Survey software to calculate survey coordinate data using the Trimble Business Center suite and the U.S. Army Corps of Engineers Corpscon. He also has experience in the field using other surveying data collection software and a variety of equipment from major brands. His responsibilities include the project management, GIS mapping, ROW Mapping, abstracting, calculations, QAQC of drafting deliverables and coordination of survey operations.

RECENT PROJECTS:

CCRMA - WA No. 3 to CCRMA WA 22 (19), 2024: Right-of-Way Mapping services in support of a PS&E for East Loop from Interstate 69E to 1.57 Miles East of the intersection of SH 4 and FM 1419 in Cameron County, Texas. Subconsultant to Cameron County Regional Mobility Authority and RRP Consulting Engineers, LLC

CCRMA WA No. 2 to CCRMA WA 32, 2023: Project Control & Design Survey services in support of a design schematic & preliminary drainage study for FM 509 from FM 508 to FM 1599 in Cameron County, Texas. Subconsultant to Cameron County Regional Mobility Authority -and S & B Infrastructure

Cameron County Outer Loop (Parkway) Cameron County, 2017: The scope of services included setting Primary & Vertical control; Set "LiDAR Verification Points" not listed in scope of services; Ownership Research and Right of Entry; Geotechnical Borehole Surveys; Proposed ROW staking; Hydraulic Cross Sections.

Adrian Figueroa, EIT

Mr. Figueroa has over sixteen years of civil engineering experience with an emphasis on subsurface utility engineering, utility coordination, agreement preparation, and project coordination. He has successfully led the entire utility coordination process including engagement with both public and private utility companies for numerous utility relocations. He is well versed in all four quality levels of SUE. His responsibilities include management of field work and creating test hole data reports on non-destructive excavation of utilities (QL A), management of field work on QL B designation of utilities using electromagnetic tools to mark indications of utilities on site, creating QL C utility maps integrating above-ground appurtenances that indicate the presence of a subsurface utility, and perform QL D research on records of underground private and public utilities.

FIRM
RODS Subsurface Utility Engineering, Inc.

EDUCATION
BS, Civil Engineering, The Univ. of Texas at San Antonio, 2007

PROFESSIONAL REGISTRATIONS
2008, Engineer In Training (EIT), TX, #43191

SOFTWARE
Bentley OpenRoads
ProjectWise Explorer
Microstation
Axiom
Arc GIS
SignCAD
AutoCAD

RECENT PROJECT EXPERIENCE

TxDOT Houston District Contract 36-1IDP5013 WA 5 – SL 336 from IH 45 to Ledera Creek Trace in Montgomery County, 2023 The scope of work includes SUE Quality Level A & B services in support of roadway design. SUE Level B surface geophysical investigation of underground utilities using electromagnetic pipe and cable locators and probing performed in specified locations. Level A Test Holes performed via non-destructive air vacuum excavation at 16 locations including waterline, communication conduits, electric and gas. Subconsultant to LAN

TxDOT Houston District Contract 36-0IDP5055 WA 1 – SH 87 at Galveston and Bolivar Ferry Landings in Galveston County, 2022: The scope of work includes SUE Quality Level B, C, & D services in support of Houston District's Galveston Ferry Office Galveston and Bolivar Ferry Landings Upgrades and Improvements project spanning 30 miles. Managed tasks include Level C & D records research and survey and SUE Level B surface geophysical investigation of underground utilities using electromagnetic pipe and cable locators. Utility conflict matrix and utility conflict exhibit identifying potential known conflicts provided to client. Subconsultant to LAN

TxDOT Pharr – FM 907 from Rancho Blanco Rd to FM 3072 in San Juan, Hidalgo County, 2023: Scope of work includes SUE Quality Level A services. Managed tasks include Level A Test Holes performed via non-destructive air vacuum excavation at 31 locations including waterline, communication conduits, electric and gas. Subconsultant to HDR

TxDOT Pharr – SH 107 from SH 495 to FM 676 in Hidalgo County, 2022: Scope of work includes SUE Quality Level A services. Managed tasks include Level A Test Holes performed via non-destructive air vacuum excavation at 21 locations including waterline, communication conduits, electric and gas. Subconsultant to HDR

Lane Matthew Lease, PE, CFM



FIRM
RODS Subsurface Utility Engineering, Inc. - Feb 2014

EDUCATION
BS, Civil Engineering, University of Iowa, 2001

PROFESSIONAL REGISTRATIONS
2006, Professional Engineer, TX, # 98546, Civil

2008, Professional Engineer, OK, # 23309, Civil

2007, Certified Floodplain Manager, # 1620-09N

Mr. Lane Lease, P.E. has twenty-two years of experience with urban and rural transportation projects. He serves as Project Manager for SUE projects statewide and is well versed in all four quality levels of SUE. He has managed field work and created test hole data reports on non-destructive excavation of utilities (QL A), managed field work on QL B designation of utilities using electromagnetic tools to mark indications of utilities on site, created QL C utility maps integrating above-ground appurtenances that indicate the presence of a subsurface utility, and performed QL D research on records of underground private and public utilities.

RECENT PROJECT EXPERIENCE

CCRMA - East Loop SH 32 Brownsville WA2, Cameron County, 2024: Scope of work includes SUE Quality Level A services. Managed tasks include Level A Test Holes performed via non-destructive air vacuum excavation at 38 locations including waterline, communication conduits, electric and gas. Subconsultant to S & B Infrastructure (RRP) / CCRMA

CCRMA - East Loop SH 32 Brownsville WA1, Cameron County, 2022: The scope of work includes SUE Quality Levels D, C & B Services. Managed tasks include Level C & D records research, creation of CADD Utility Base Map & Utility Conflict Table. Level B Field Designation & Pole Inventory investigation of underground utilities using electro-magnetic pipe and cable locators yielded a total of 38,507 LF of utilities. Sub to S & B Infrastructure / CCRMA

TxDOT Laredo - IH 35 Phase III from 0.5 Mi South of IH 35 / US 59 to 2.6 mi North of Uniroyal in Webb County, 2019: Included updated, signed, and sealed Utility Layout sheets in support of PS&E for Direct Connectors 5 and 8 and associated quadrants at the I H 35 / US 59 Interchange in Webb County. Sub to S&B

TxDOT Laredo - IH 35 Phase II from 0.5 Mi South of IH 35 / US 59 to 2.6 mi North of Uniroyal in Webb County, 2019: SUE Quality Level A, B, C, & D Services. Managed tasks include Level C & D records research and survey for an approximate distance of 417,192 LF. SUE Level B surface geophysical investigation of underground utilities using electromagnetic pipe and cable locators yielded a total of 190,842 LF of utilities. Level A Test Holes performed via non-destructive air vacuum excavation at 30 locations including waterline, communication conduits, electric and gas. Subconsultant to S&B Infrastructure

TxDOT Pharr – FM 907 from Rancho Blanco Rd to FM 3072 in San Juan, Hidalgo County, 2023: Included SUE Quality Level A services. Managed tasks include Level A Test Holes performed via non-destructive air vacuum excavation at 31 locations including waterline, communication conduits, electric and gas. Sub to HDR

TxDOT Pharr – SH 107 from SH 495 to FM 676 in Hidalgo County, 2022: Scope of work includes SUE Quality Level A services. Managed tasks include Level A Test Holes performed via non-destructive air vacuum excavation at 21 locations including waterline, communication conduits, electric and gas. Subconsultant to HDR

TxDOT Pharr – FM 1425 from SH 186 to FM 2629 in Willacy County, 2021.

TxDOT Pharr – FM 1846 from San Jose Ranch Rd to Bus 77 in Cameron County, 2021.

TxDOT Pharr – I2-I69C Interchange in Hidalgo County, 2020.

TxDOT Pharr – SH 186 from Hidalgo/Willacy County Line to King Street in Willacy County, 2018:

PRACTICAL ADVISORS LLC

A Veteran-Owned Business

DOUGLAS D. HAGEMEIER, M.S., REM, CESCO

Recent Professional Experience

Practical Advisors LLC 2026 to present. **Owner and Principal technical consultant.** Mr. Hagemeier has established his own consulting practice to continue supporting his preferred clients and teaming partners (e.g. CES).

ICF-Blanton & Associates, Inc., August 2018 to 2026. **Senior Project Manager**. M. Hagemeier has served various roles ranging from environmental task manager to project manager for a multitude of project-types across the Lower Rio Grande Valley (and the state).

TxDOT Precertifications:

2.3.1 Wetland Delineations
2.4.1 Nationwide Permits
2.4.2 Individual Permits
2.4.3 U.S. Coast Guard & U.S. Army Corps of Engineers Section 10 Permits
2.5.1 Geological Assessment for Edwards Aquifer Recharge Zone & WPAP
2.6.2 Impact Evaluation Assessment
2.12.1 Socio-Economic and Environmental Justice Analyses
2.13.1 Hazardous Materials Initial Site Assessment

Select Project Experience

Hidalgo County Regional Mobility Authority:

– *SH 365 Toll project, Hidalgo County, Texas. 2021 - 2026*. Led four NEPA reevaluations for PS&E Value-Engineering design,

– *Granjeño Wetland Mitigation Site, Hidalgo County, TX. 2020 – 2026.* Lead scientist and Authorized Agent for HCRMA on the SH 365 project's USACE Individual 404 Permit and 23-acre compensatory mitigation site on the banks of the Rio Grande River at Granjeño, TX.

– *International Bridge Trade Corridor, Hidalgo County, Texas. 2018 - 2023*. Led EA-FONSI. Technical Studies/approvals included: Water Resources Technical Report, Biological Resources Hazardous Materials, Community Impacts, and Archeological and Historic Resource Surveys. Received EA/FONSI September 2023.

FM 1625 Re-Alignment from 0.22 Mile South of McKenzie Road to US 183 and McKenzie Road Intersection, Travis County, Texas. 2021. Led and developed all studies, permits, and approvals for developer sponsored project in conjunction with the TxDOT Austin District.

183A Turnpike Project, Austin, TX, Central Texas Regional Mobility Authority: Environmental Manager responsible for developer oversight team for all environmental permits and compliance issues.

Central Texas Turnpike Projects for TxDOT: Austin, Texas: EDA Environmental Manager, HDR, Inc.; TxDOT Austin District Turnpike Project Office's SH-130 and SH 45SE.

City of Austin Environmental Assessment for the Barton Springs and Texas Blind Salamander Section 10(a) (1) (B) Incidental Take Permit, Austin, Texas: Spring 2012. Senior technical lead.

City of Dennison Land Conveyance Project, Environmental Impact Statement (EIS), U.S. Army Corps of Engineers (USACE), Tulsa District, Lake Texoma, Texas: 2011-2012. Senior technical lead.

Bid #7

CITY OF HARLINGEN TEXAS



Local Commitment. Practical Drainage Solutions.

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RFQ No. 2026-11
Professional Engineering Services
City of Harlingen
Treasure Hills Boulevard Storm Sewer Improvements

July 14, 2026

Cover Letter

July 14, 2026

City of Harlingen
Mari Leal, *Procurement Supervisor*
Purchasing Department
404 South 54th Street
Harlingen, TX 78550

PRIMARY CONTACT
Isaac Huacuja, PE
1906 East Tyler Ave., Ste. G
Harlingen, TX 78550
956-321-7752
www.GarverUSA.com

RE: RFQ No. 2026-11 Professional Engineering Services Treasure Hills Boulevard Storm Sewer Improvements

Dear Selection Committee,

Harlingen (the City) is more than a project location for Garver. It is a community where our team lives and works, and we understand the critical nature of responsive service when drainage improvements affect your city. The Treasure Hills Boulevard project needs a team that is close by, ready to listen, skilled in H&H solutions, and focused on practical solutions that help your team move forward with confidence. ***Garver will help Harlingen advance improvements on Treasure Hills Boulevard with a responsive local team committed to delivering practical drainage solutions for our community—and quickly.***

Our Harlingen office gives you direct access to a responsive team that can mobilize quickly, coordinate closely, and remain available throughout the project. With a local office in Harlingen and staff committed to the needs of South Texas communities, Garver can provide the day-to-day communication and in-person coordination needed to keep this project moving. Our close proximity allows our team to respond quickly to field conditions, utility coordination needs, agency comments, and project meetings while maintaining consistent communication with City staff. For a project with an accelerated schedule and multiple technical requirements, that local availability gives Harlingen a practical advantage.

Garver brings the drainage, modeling, FEMA coordination, and funding experience needed to develop this project that is technically sound and ready for approval. This project requires more than plan production; it requires hydrologic and hydraulic (H&H) modeling, Federal Emergency Management Agency/Texas Division of Emergency Management (FEMA/TDEM) documentation, Benefit-Cost Analysis (BCA) support, environmental coordination, floodplain compliance, historical preservation, and permitting strategy. Our team understands that the model, supporting data, and documentation must be defensible, usable by the City, and aligned with FEMA requirements. We will focus on developing practical recommendations supported by technical analysis, accurate cost information, and documentation that helps Harlingen move the project from concept to implementation.

Our team leader understands the region's needs, knows the local infrastructure, and is personally invested in the success of Harlingen's drainage improvements. I (Isaac Huacuja) call South Texas and the Rio Grande Valley home, and understand the local issues and constraints that shape drainage projects in this area. My regional experience is supported by Garver's Harlingen Water Design Center, where more than 42 engineers and designers are ready to bring expert technical support to the City. Together, this local leadership and in-house technical depth give Harlingen a team that understands our community and is committed to delivering practical improvements that serve it well.

We appreciate the opportunity to submit our qualifications and look forward to supporting the City of Harlingen on this project. If you have questions, please contact me at **(956) 321-7752** or **IHuacuja@GarverUSA.com**.

Sincerely,
GARVER

Isaac Huacuja, PE, CFM
Project Manager

Ernie Flores, CFM
Authorized Firm Officer

Table of Contents

TAB A

APPROACH TO SCOPE OF WORK 1

TAB B

EXPERIENCE AND PROFESSIONAL QUALIFICATIONS OF THE FIRM AND TEAM 8

TAB C

FIRM CAPABILITY AND PAST EXPERIENCE 16

TAB D

FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS 23

TAB A: APPROACH TO SCOPE OF WORK

Clear understanding of FEMA, TDEM, floodplain, and permitting requirements.

Project Understanding

Understanding Treasure Hills Boulevard's Drainage and Funding Requirements

Garver understands that the Treasure Hills Boulevard Storm Sewer Improvements project must combine the improvements needed for storm drainage Systems S008 and S018 to meet City drainage requirements and FEMA/TDEM Hazard Mitigation Grant Program requirements. These two storm drain systems currently have independent drainage basins but demonstrate combined flooding during heavier storm events, including the 1% annual exceedance probability storm. Because this is a grant-funded design and construction project, the approach must align scope, budget, schedule, technical analysis, and documentation early so the City receives defensible deliverables that support approval and implementation; Garver has the experience and expertise to guide you through this process.

The City's drainage requirements include improvements that meet the 25-year storm event while maintaining 100-year discharges in the street right-of-way. The FEMA grant requirements also require evaluation of project benefits for the 100-year storm event as part of the benefit-cost analysis. Garver's approach will evaluate the 10-, 25-, 100-, and 500-year storm events so the City receives data that supports the immediate project and can be used for future FEMA regulatory products.

This project requires more than construction plans. It requires a clear understanding of existing drainage conditions, project-specific H&H modeling, FEMA-compliant documentation, utility and easement coordination, environmental and permitting strategy, cost-conscious design, and a schedule that keeps the project moving toward implementation. **Garver's Harlingen team has a strong understanding of these layers, and will provide your staff with direction and support through every piece.**

Project Scope of Work

Below is our team's proposed detailed scope of work and our solutions are detailed on the following pages.

Planning Phase
- Field Survey
- Data Collection
- H&H Modeling
- BCA Development
- Inundation Mapping
- Utility Coordination
- Funding Support
- Preliminary Design Development
- Team QA/QC Review
- City Review and Workshop

Design Phase
- Final Design Development
- Team QA/QC Review
- Final Cost Estimate Review
- City Review and Workshop
- Regulatory Reviews

Bid Phase
- Funding Support
- Advertisement
- Pre-Bid Agenda
- Addendum
- Bid, Award

Construction Phase
- Funding Support
- Construction Administration
- Construction Observation
- Record Drawings
- Troubleshooting
- Startup Services

Kirby Young, Garver's funding expert, has extensive experience navigating the funding landscape. Kirby has worked with clients to receive funding from state and federal entities/ programs, including securing over $300M from the Texas Water Development Board (TWDB) in the last five years. Through Kirby's support, we'll help you identify and achieve funding that aligns with your long-term goals.



Hydrologic & Hydraulic (H&H) Analysis

Model-First Approach

Garver's approach begins with the model because the H&H analysis will drive the design, benefit-cost analysis, floodplain documentation, and final project recommendations. Existing storm drain models from the 2025 Storm Drain Master Plan may be used as a starting point if available in a usable format. However, the City needs a project-specific H&H analysis prepared in accordance with FEMA guidance, not a simple reliance on previous master plan information.

1D/2D Model Development

A 1D/2D closed system model will be developed or refined to evaluate the flow carried by the subsurface storm drainage system, surface flow during design storm events, hydraulic connectivity between Systems 008 and 018, and downstream impacts. If existing files cannot support the needed 1D/2D interface, Garver will develop new models using software appropriate for the project and acceptable to the City. Potential tools include Bentley InfoWorks Integrated Catchment Modeling (ICM), Hydrologic Engineering Center Hydrologic Modeling System (HEC-HMS), Hydrologic Engineering Center River Analysis System (HEC-RAS), and Advanced Interconnected Channel and Pond Routing Model (AdICPR).

Storm Event Evaluation and Code Compliance

The model will evaluate the 10-, 25-, 100-, and 500-year storm events so results support both the immediate project and future FEMA regulatory products. Existing and proposed conditions will be compared to confirm sizing, flood reduction benefits, and compliance with the City's drainage requirements as described in Section 109, Exhibit A Subdivision Development Guide, and Section 105, Flood Damage Prevention, of the Code of Ordinances, along with FEMA/TDEM requirements. Results will support a No-Impact Certification, stating that water surface elevations are not increased in either System S008 or S018 as a result of the improvements.

Schedule and Field Survey

Modeling and data collection will take approximately six weeks and may not require extensive field survey, as available aerial imagery, topographic data, and existing City models provide sufficient input to complete the analysis. Following completion of the H&H analysis, Garver will hold a virtual meeting with the City to confirm proposed sizing and alignment before advancing into design. Garver is committed to meeting the City's schedule and will provide timely services that can support an expedited timeline if requested.

Initiation and Data Collection

The project begins with a focused review of existing drainage information, available master plan references, as-builts for Systems S008 and S018, GIS data, utility information, floodplain data, and field conditions within the Treasure Hills Boulevard project limits. Garver will facilitate a project kickoff to align project goals, communication protocols, available data, expectations, key deliverables, and City review checkpoints. A field assessment will confirm visible drainage features, potential utility conflicts, access constraints, outfall conditions along the adjacent channel, and site conditions in the area bounded by Treasure Hills Boulevard, Emerald Lake Drive, and Becky Lane.

Because Garver has extensive experience working on projects funded by state and federal grants, we are familiar with the schedules and reporting requirements for a Flood Hazard Mitigation project and will structure data collection and coordination accordingly.



CITY OF HARLINGEN MASTER DRAINAGE PLAN
STORM SEWER SYSTEM # 018



CITY OF HARLINGEN MASTER DRAINAGE PLAN
STORM SEWER SYSTEM # 008

Benefit-Cost Analysis (BCA)

Garver will use the H&H model results to support the FEMA BCA and demonstrate the value of the proposed improvements. The project requires a clear connection between modeled flood benefits, impacted structures, depth-damage information, and the FEMA BCA Toolkit documentation. BCA efforts will begin during modeling to confirm the project can achieve a benefit-cost ratio above the minimum required 1.0 and will finalize during design once field survey confirms finished floor elevations on the impacted properties. These finished floor elevations will be used to complete the BCA documentation and refine the depth-damage curves prepared for Harlingen property and improvement values.

Garver will prepare the BCA Toolkit project file, including Microsoft Excel documentation with structure-specific information for impacted properties. Garver will use the FEMA BCA program to give the City defensible funding documentation.

H&H Report and Inundation Mapping

The H&H Report required for the improvements will meet the guidelines stipulated in Chapter 109 of the City's subdivision ordinance and FEMA/TDEM documentation requirements. Existing and proposed condition models will be used to generate inundation maps and related regulatory products. These deliverables will include depth and velocity raster sets, GIS files including shapefiles and raster sets, model outputs, result tables, Excel files, and native model files. These products will help communicate project benefits, support the City's FEMA coordination needs, and provide reference materials the City can share with FEMA reviewers.

City-Owned Data

Data created for this project must be useful to the City beyond the immediate submittal. Native digital model files, hard copies of digital output, GIS files including shapefiles and raster sets, and Excel files will be provided in formats the City can retain, share with FEMA, and use for future drainage and floodplain-related efforts. Ownership of the data stays with the City, supporting both this project and future regulatory or capital planning needs.

Permitting

The project involves three permitting paths that will be coordinated concurrent with design, after H&H analysis and utility coordination. None of these permits are expected to be schedule-controlling activities.

Floodplain Compliance and No-Rise Certification

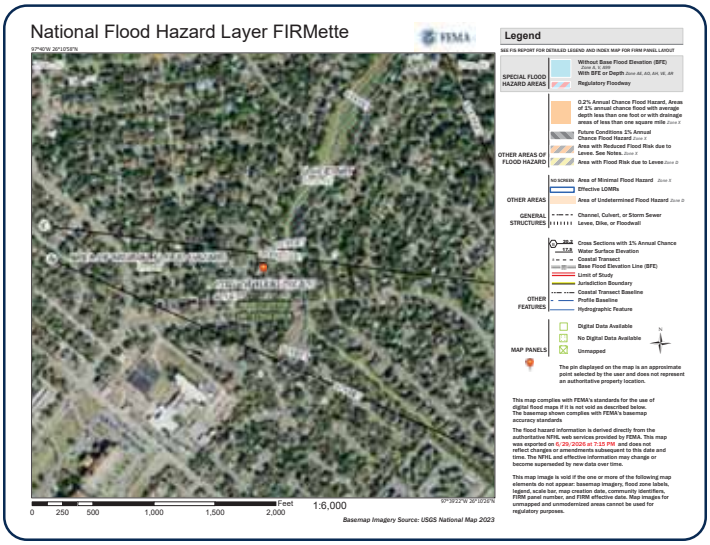
The FEMA effective Flood Insurance Rate Map (FIRM) panel indicates that the impacted section of Tributary 1, or Arroyo, Colorado, has a designated floodplain and floodway. In this Special Flood Hazard Area (SFHA) impacted by the project, the 100-year floodplain and the floodway are coincident. A No Rise Certification and a Floodplain Development permit prepared for this project will allow the project to move forward without a Conditional Letter of Map Revision. The Code of Federal Regulations citation 44 CFR 60.3.d.3 indicates that a CLOMR is not legally required when an encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge. As a result, a LOMR will be filed for this project once construction is complete. However, this action will not impact the City's project timeline.

Historic Preservation and SHPO Coordination

Prior to construction, coordination with the State Historic Preservation Office will confirm that the grant requirements for the project, related to historic preservation are in compliance. As required for this grant, a full project package, will be submitted to the Town, the State of Texas Historic Preservation Office and to FEMA.

Environmental Permitting and USACE Coordination

The project location indicates that coordination with the U.S. Army Corps of Engineers (USACE) for Section 404 environmental impact is unlikely on this project. Our in-house environmental scientist will confirm that Jurisdictional Waters of the United States (WOTUS) are not present, other than within Arroyo Colorado Tributary 1 and environmental permitting is not required during the design of the project.



Utility and Easement Coordination

Model-First H&H Analysis to Support Design and BCA

Utility, survey, and easement coordination will begin early so these items do not delay design or construction. Garver will obtain City as-builts and GIS records to develop a Civil 3D basemap, supplemented with utility research, field information, design survey, and coordination with public and private franchise utilities.

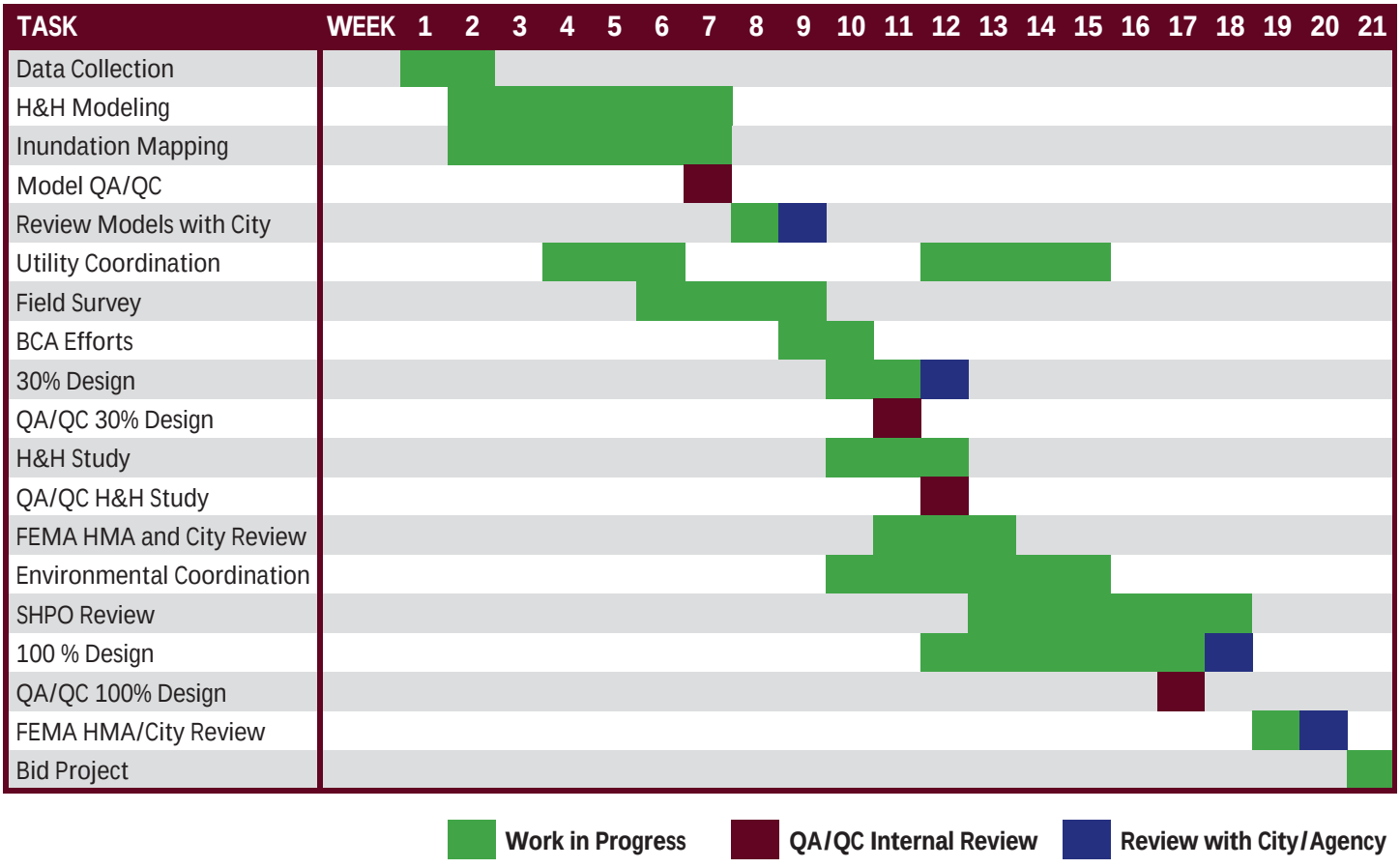


Because the project is in an existing residential area, utility conflicts are anticipated. Utility locates will be requested, conflicts documented, and affected utilities contacted as design advances. Easement research will identify where improvements can remain in public right-of-way and where additional easement coordination is needed. Design survey will confirm existing appurtenances, finished floor elevations on impacted properties, drainage features tied to the outfall channel, and site features needed for both design decisions and BCA documentation.

Combining improvements for Systems S008 and S018 into a shared outfall design provides an opportunity to reduce easement impacts, simplify long-term maintenance for the City, and streamline coordination with adjacent property owners.

Schedule

Garver's proposed schedule is organized around the City's required delivery timeline and the sequence of activities that must move in parallel. Kickoff, data collection, and initial modeling begin immediately, followed by concurrent utility coordination and BCA development. Permitting coordination runs concurrent with design after H&H analysis and utility coordination are underway. Environmental and SHPO coordination run concurrent with design. Final design (100%) is followed by QA/QC and FEMA HMA/City review, and bid.



Stormwater Expertise

Garver provides full-service project delivery—from study to design, construction documents, cost estimates, and construction management—we are all in to support Harlingen's stormwater needs.

Garver provides stormwater and hydrologic and hydraulic (H&H) engineering services for municipalities across Texas and throughout our broader footprint, delivering analyses and designs that reduce flood risk and meet regulatory requirements.

Our H&H engineers routinely apply industry-standard and agency-accepted tools including HEC-HMS, HEC-RAS (1D and 2D), EPA SWMM, XPSWMM, PCSWMM, InfoWorks ICM, and GIS-based hydrologic analysis to evaluate both existing and proposed conditions. **These tools are used to assess system capacity, identify flooding deficiencies, evaluate tailwater and downstream constraints, and develop practical, constructible solutions consistent with applicable municipal, utility, drainage district, FEMA, and TCEQ requirements.**

We help communities move from problem identification to practical, buildable solutions. Our team balances hydraulic performance, constructability, environmental considerations, and long-term maintenance to reduce flooding, protect infrastructure, and support future growth.

Our stormwater engineering services commonly include:

- Advanced hydrologic and hydraulic modeling
- Overland flow, storm sewer, and open channel analysis and design
- Culvert, bridge, and storm sewer hydraulic design
- Bridge scour analyses and scour countermeasure design
- Detention and conveyance system evaluation and design
- Reservoir and dam evaluation and designs, including dam breach analyses and emergency action plan (EAP) development
- FEMA coordination, including CLOMR and LOMR applications
- Stormwater pump station sizing and design
- Downstream impact and tailwater assessments
- Erosion control and channel bank stabilization design
- Independent review of proposed floodplain development and stormwater designs
- Drainage master planning and capital improvement planning



Garver has extensive experience delivering projects within FEMA floodplains, including floodplain modeling updates, impact assessments, CLOMRs/LOMRs, floodway analyses, and CRS support. **With over 25 Certified Floodplain Managers (CFMs) on staff, we bring the technical knowledge and coordination experience needed to navigate FEMA and local requirements while minimizing adverse impacts.**

Garver's Quality Management Plan (QMP)

Garver is committed to focusing our best resources toward effectively managing your projects while instituting our robust Quality Assurance and Quality Control (QA/QC) Process that further extends the quality of design we provide. We intentionally build each project schedule to include in-depth QC reviews.

At the heart of the plan is the involvement of our management, senior designers, and independent technical reviewers.

Let's define each piece of the puzzle.

Quality Manager

The quality manager oversees the Quality Management Program as a whole.

Design Team

The design team implements the Quality Assurance Process, that promotes high-quality work.

Quality Control Reviewers

Our qualified reviewers perform the Quality Control Process to review documents for accuracy and coordination.

1 Deliverable Creation

The deliverable is created and driven by the **design team** under the guidance and mentorship of various disciplines' engineer of record (EOR) for that specific deliverable.

2 Preliminary Review

Before progressing to the Quality Control Process, the EORs review the documents for accuracy, clarity, and coordination. If necessary, the documents are improved before being submitted for QC review.

3 Quality Control Review

A team of qualified and approved QC reviewers is assembled that includes all disciplines necessary to perform a thorough review. The review is typically performed using a Bluebeam session so all reviewers can work at once and see each other's comments in real time.

4 Feedback Loop

At the conclusion of the QC review period, the comments are responded to within the session, and the documents are updated as appropriate for the deliverable phase.

5 Quality Control Review

The documents are backchecked by the EOR and the QC review team. If necessary, the documents are improved before the final deliverable is assembled for the client.

TAB B: EXPERIENCE AND PROFESSIONAL QUALIFICATIONS OF THE FIRM AND TEAM

Local leadership backed by in-house technical depth.

Firm and Local Team Snapshot

Garver is an employee owned multidisciplined and Texas Engineering firm (Registration No. F-5713) with over 1,400 employees across 61 offices in 21 states. Garver was founded in 1919, and over the years, has established trust with clients through quality designs and innovative solutions. Our water team continues to exceed client expectations with dedicated project leadership and a high level of technical knowledge. At Garver, we understand the challenges that our clients face and find the most creative solutions to meet their needs.

Our team has completed studies, designs, and implementation of numerous stormwater, water, and wastewater projects across Texas for growing populations like Harlingen. **Our team will collaborate with you to determine the best solutions for your needs.**

Our office is less than 5 minutes away and we can be there on short notice!

Our Harlingen office boasts 42 employees with the capacity to handle any project big or small. Located just over a mile away and supported by our design centers, we are available for anything Harlingen needs.

CITY OF HARLINGEN TEXAS

Shane Smith | PE, CFM
QA/QC



Randy McIntyre | PE, BCEE
RPLS Principal-in-Charge



Isaac Huacuja | PE, CFM
Project Manager

Kelly Dillard | PE, CFM
Stormwater Lead

Tracy Michel
FEMA Compliance and Environmental Lead

Amanda Elmendorf | PE, CFM
H&H Modeling Lead

Ernie Flores | CFM
Water Design Center Manager

Kirby Young | GIT
Funding and Permitting Lead

Karina Diaz | EIT
Utility Coordination Lead

Drew Moffitt | GISP
GIS Lead

Ariel Chavez | PE, RPLS
Infrastructure and Civil Design Lead



Isaac **Huacuja, PE, CFM**

Project Manager

Isaac has dedicated his career to delivering quality results for the people of South Texas. Today, with a focus on stormwater, water, and wastewater, his project work centers on flood mitigation, drainage, treatment systems, collection and distribution systems. He knows a project's success depends on more than just providing solutions. Isaac has the expertise required to communicate technical answers in ways clients and communities can understand and appreciate. His passion for project delivery stems from his commitment to the Rio Grande Valley. He's seen first-hand how vital infrastructure projects can make a world of difference in the community.

Education
BS, Civil Engineering

License
PE, TX #143866

CFM, TX #3897-20N

Willacy County Drainage District No. 1 Panchita Structure Flowrate and Hidalgo Main Floodway Channel Drainage Study | Willacy County, TX
Project manager responsible for leading the Panchita Structure Flowrate and Hidalgo Main Floodway Channel Drainage Study for Willacy County Drainage District No. 1. Isaac managed coordination with District staff, supported project administration, guided the site visit and record drawing review, and oversaw the H&H modeling effort used to evaluate how discharge releases through the Panchita Structure affect the District's ability to drain into the Hidalgo Main Floodway Channel. He also led coordination for review workshops with the District and oversaw development of a technical memorandum documenting the hydraulic analysis, flowrate and elevation findings, and recommended parameters for updated operating procedures. His role helped the District establish a technical basis for modifying the Panchita Structure Operating Procedures to better preserve drainage capacity for District ditches and laterals during flood events.

City of La Feria Drainage Improvements Phase 1 | La Feria, TX
Local project lead responsible for supporting the City of La Feria's Phase 1 drainage improvements through regional coordination, client communication, and project delivery support. Isaac helped guide Garver's local team as the project advanced practical drainage improvements to address known flooding and drainage issues, including H&H analysis, stormwater conveyance improvements, pump station design, ditch rehabilitation, force main improvements, and construction-phase support. His role relied on his experience serving South Texas communities and understanding local drainage constraints, infrastructure needs, and stakeholder coordination in the Rio Grande Valley.

Willacy County Drainage District No. 2 Drainage Improvements | Willacy County, TX
Project manager for the design of drainage and flood mitigation measures that counteract the negative effects of rapid urbanization, increase in impervious systems, and drainage infrastructure. As with other districts and cities within the Rio Grande Valley, Willacy County Drainage District has prioritized drainage and stormwater improvements. *(previous experience)*

City of Lyford Flood Mitigation | Lyford, TX
Design of Stormwater Pump Station and Detention Pond Facility, and Procurement of $1.0M in funding. The project included the design of a new stormwater pump station and force main for discharge, a detention pond area, and a box culvert under a TxDOT HWY. The detention pond serves as a holding area while the proposed pump structure evacuates the pond to the designated drainage outfall. The project will mitigate flooding in a populated area of the City. The project budget was ~$1 million, for which a $750K grant from FEMA HGMP was secured. Additionally, funds were also procured from TWDB FIF to cover the match component, resulting in a total project grant of 97% for the City.
(previous experience)



Randy **McIntyre, PE, BCEE, RPLS**

Principal-in-Charge

Randy's ability to see projects from multiple perspectives comes from his well-rounded experience. He has held positions with varying responsibilities on a wide range of projects including water/wastewater treatment, collection and distribution systems, pump stations, master planning, construction management, and surveying. Randy understands how every system and operation work together, so when issues arise, he can identify the source and develop designs that effectively improve the whole system.

Education
ME, Civil and Environmental Engineering

BS, Civil Engineering

License
RPLS, TX #4853

PE, TX #64930

BCEE #05-20069

DWU Major Rehabilitation of Raw Water Facilities | Dallas, TX
Project manager for the investigation, evaluation, and prioritization of recommended rehabilitation, replacement, or improvement of components at the Eastern and Western System Raw Water Facilities for Dallas Water Utilities (DWU). The final deliverable consisted of an implementation plan, including a budget level cost estimate and schedule for each recommended improvement. Project manager for phase 1 that include dam improvements, intake and 300 MGD raw water pump station improvements.

Dallas Storm Drainage, Contract D | Dallas, TX
Principal and project manager for a citywide initiative to design flood management and stormwater system upgrades at six separate locations throughout Dallas. The work includes analyzing existing drainage infrastructure, performing hydraulic studies, and developing replacement or extension designs for aging or undersized storm sewer systems.



Shane **Smith, PE, CFM**

QA/QC

Shane has spent 26 years managing multi-discipline water and wastewater projects, including water supply and distribution, wastewater collection, and treatment systems. As Garver's College Station Water Design Center Manager, he works closely with project managers to identify the resources and technical expertise needed to deliver customized solutions. He oversees the quality of plans and specifications, ensuring they meet schedule milestones and project goals. Shane draws on experience from both client and consultant sides to align design team expertise with specific project challenges.

Education
MS, Environmental Engineering

BS, Civil Engineering

License
PE, TX #143941

Elgin WO#3 Fort Sill Industrial Park - Drainage and Detention Improvements | Elgin, OK
Project engineer responsible for leading the hydraulic modeling and design of drainage improvements for a 300-acre industrial development. Responsibilities included evaluation and design of large grass-lined channels, detention ponds, and bridge-box crossings to safely convey stormwater runoff and support future site development. Coordinated technical analyses and design efforts to develop effective, constructible drainage solutions for the expanding industrial park.

G.T. Blankenship Drainage Evaluation | Norman, OK
Project manager responsible for all aspects of the drainage study, including site investigations, hydraulic modeling, alternatives analysis, cost estimating, and development of recommended drainage improvements. Led evaluation of existing drainage conditions, assessed potential solutions to address system deficiencies, and guided selection of the preferred alternative based on hydraulic performance, constructability, and cost-effectiveness. Prepared recommendations to support project decision-making and implementation.



Kelly **Dillard, PE, CFM**

Stormwater Lead

Kelly Dillard joins Garver with more than 35 years of experience protecting the communities she serves with resilient, dependable stormwater solutions. Based in Fort Worth, Kelly serves Garver as a Water Resources Leader focused on expanding Garver's stormwater capabilities across Texas. She works closely with municipalities to identify their water resources needs and develop drainage and stormwater infrastructure solutions, including modeling and mapping, draining master planning, and criteria manuals that guide sustainable growth while protecting existing infrastructure.

Education
BS, Civil Engineering

License
PE, TX #81022

CFM, TX #0601-04N

Comprehensive Master Drainage Plan | Horseshoe Bay, TX
Project manager for the Town of Horseshoe Bay's comprehensive master drainage project, which included master drainage plans for the community's open channels. Kelly used 2D HEC-RAS analysis to identify existing and future floodplains, evaluate roadway crossing needs, and recommend cost-effective short- and long-term drainage solutions. She also performed drainage development reviews, authored the Town's drainage criteria manual, and worked to support responsible development while protecting existing properties. *(previous experience)*

Municipal Flood Warning System | Grand Prairie, TX
Kelly worked on a multi-year effort to establish an online and physical flood warning system based on a network of rain and elevation gauges in the City of Grand Prairie. The system connected rain gauges to an online network with a dashboard City staff could view and update. The project included hydrologic and hydraulic analysis of streams in Grand Prairie, including Mountain Creek, Johnson Creek, and the Trinity River, using HEC-HMS and 1D HEC-RAS. The HEC models were calibrated to known storms and elevations. *(previous experience)*



Tracy **Michel**

FEMA Compliance and Environmental Lead

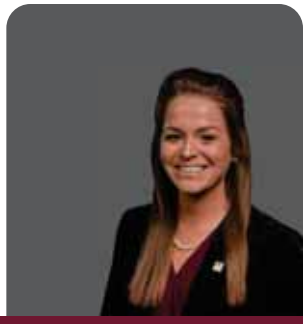
Tracy has 18 years of experience as a planning and environmental professional and is proficient in managing the environmental clearance process. She has prepared environmental documentation for municipalities and TxDOT on new-location facilities, roadway widening, addition of controlled access lanes, and toll/manage lane projects. Tracy is also highly skilled in connecting with the public and stakeholders, communicating effectively the parameters and impacts of a project. She has prepared notices, presentations and facilitated public meetings, including bilingual translation, for feasibility studies, and schematic/ environmental projects.

Education
MS, Biology

BA, Environmental Studies

Watercrest Park at Lake Highlands Town Center Pond Dredging | Dallas, TX
Environmental task lead responsible for performing wetland delineation and preliminary jurisdictional report. Developed materials for approval of a Nationwide Permit 16 from the U.S. Army Corps of Engineers. Materials included letter for coordination with Texas Historical Commission (THC) for Section 106, water quality certification from the Texas Department on Environmental Quality (TDEQ), and IPaC documentation for coordination with U.S. Fish and Wildlife (USFWS).

Celina Transmission Mains | Celina, TX
Environmental scientist responsible for jurisdictional waters and wetland determination. Led the assessment per 1987 USACE Wetland Delineation Manual to delineate waters of the U.S. including wetlands, and potential impacts. Performed a desktop data review, mapping, and field survey of the project area. During the project, provided regular updates to the project team and coordinated with engineers for specific design information. Prepared a Preliminary Jurisdictional Report for a non-reporting Nationwide Permit.



Kirby **Young, GIT**

Funding and Permitting Lead

Kirby has over 9 years of funding experience that have involved working closely on funding pursuits with federal and state entities. Kirby has successfully managed both loan and grant funding opportunities for various projects. Her background in hydrology and water resources, Kirby combines knowledge with funding experience to help clients identify, pursue, and obtain financial assistance that can help turn identified projects into reality.

Education
MS, Water Management & Hydrological Science;
BS, Geosciences

License
GIT, TX #GIT-195

Bay City Water System Evaluation | Bay City, TX
Funding specialist responsible for assisting with leading efforts to apply and eventually be approved for funding through the TWDB's Drinking Water State Revolving Fund.

Bay City Wastewater Treatment Plant Improvements | Bay City, TX
Funding specialist responsible for assisting with leading efforts to apply and eventually be approved for funding through the TWDB's Clean Water State Revolving Fund.



Amanda **Elmendorf, PE, CFM**

H&H Modeling Lead

Amanda is an H&H project engineer with six years of experience working on drainage planning, analysis, and design projects. Amanda's experience includes modeling and design of drainage infrastructure. Amanda provides designs that meet current drainage criteria without creating adverse impacts to upstream or downstream properties. She has experience in stormwater modeling using programs such as HEC-HMS, EPA SWMM and XPSWMM, HEC-RAS 1D and 2D, HY-8, Bentley StormCAD, and ArcGIS.

Education
MS, Civil Engineering, Water Resources;
BS, Civil Engineering

License
PE, TX #149264;
CFM, TX #4108-21N

Dallas Flood Protection and Storm Drainage Design Services | Dallas, TX
H&H engineer responsible for storm sewer drainage analysis for the residential neighborhood. Hydrologic analysis was conducted using the rational method. Drainage analysis used Bentley SewerGEMS.

Watercrest Park at Lake Highlands Town Center Pond Dredging | Dallas, TX
H&H engineer responsible for dredging design, sediment removal evaluations, cost analyses, and preparation of construction plans using MicroStation to improve pond capacity and water quality.



Ariel **Chavez, PE, RPLS**

Infrastructure and Civil Design Lead

For over four decades, Ariel has served as both a consultant and public port authority leader for water and wastewater in the Brownsville community. His experience includes the development of multiple large size water main extensions and replacements, partnering with consultants to review and oversee the design, construction, and regulatory compliance measures. As a part of the Water Design Center, he leads design of infrastructure projects.

Education
BS, Civil Engineering

License
PE, TX #63882;
RPLS, TX #5062

Brownsville Public Utilities Board Water Line | Brownsville, TX
Engineer of Record for water lines along Hwy 500 to provide connection from Paredes Line Road to the previous end of the Brownsville Public Utilities Board line, involving TxDOT ROW coordination and trenchless construction.

LMWD Isla Blanca WWTP Rehab | Harlingen, TX
Project engineer for the wastewater treatment plant rehab addressing pumps, clarifier internals, effluent discharge piping, and drainage. Coordinated with survey subconsultants, and finalized survey scope.



Drew **Moffitt, GISP**

GIS Lead

Drew Moffitt is Garver's Geospatial Solutions Leader with more than 20 years of experience managing and working with advanced spatial analysis at a statewide scale, database development, and online GIS programming, scripting, and deployment. He has worked with DOTs to inform stakeholders on asset inventories, complex pre-screening reporting, and large data analysis and reporting around clear zone funding.

Education
BS, Geography

License
Certified GIS Professional #67799

Jacksonville Stormwater GIS Data and Map | Jacksonville, AR
Project manager responsible for digitally mapping the entire City's stormwater system network in less than four months. The completed first phase collected almost 14,000 above and below ground features using aerial imagery, LiDAR, and other geospatial products.

Coweta WSA Chattahoochee Water Source Support | Coweta County, GA
Geospatial lead responsible for gathering geospatial data relevant to the project and publishing data internally for use by engineers during preliminary design. Data included existing utilities, property lines, potential environmental concerns, floodplains, and ground elevations.



Ernie **Flores, CFM**

Water Design Center Manager

As Garver's Water Infrastructure Design Center Leader, Ernesto works with and oversees technical staff across our footprint to develop detailed, customized infrastructure designs. From sewer and water lines to pump stations and tanks, Ernesto oversees the operation, coordination, and CAD production of each infrastructure project. He provides the resources and support necessary for each project and maintains consistent quality of deliverables and drawings across Garver.

Education
BS, Agricultural Eng;
BA, Journalism

License
PE, TX #117365;
CFM, TX #4479-23N

Kilgore Raw Water Pump Station | Kilgore, TX
Civil designer for the rehabilitation of a raw water pump station including development of a hydraulic model to confirm pump sizing, capacity, and interaction with other raw water facilities. Responsibilities generally include reviewing plans, specifically the design of mixer pump and piping and developing the submittal plan sets, including the surface intake sheets.



Karina **Diaz, EIT**

Utility Coordination

Karina Diaz is a infrastructure engineer on the Design team at the Water Design Center in Harlingen, Texas. Her experience includes conceptual, preliminary, and final design of water, sewer, and treatment plant projects. Her responsibilities include developing cost estimates, developing specifications, performing necessary design calculations, communicating with vendors, and coordinating with internal regional teams.

Education
BS, Civil Engineering

License
EIT, TX #78823

Lawton Ground Water Supply | Lawton, OK
Responsible for creating, reviewing, and updating the GIS exhibit. Responsibilities included contacting vendors, updating the technical memo, and calculating and updating the opinion of probable construction cost. Also responsible for creating a SharePoint site for the Client.

TAB C: FIRM CAPABILITY AND PAST EXPERIENCE

Proven drainage experience for similar community needs.

Garver has the staffing capacity and technical capability to complete the Treasure Hills Boulevard Storm Sewer Improvements within the proposed schedule, with local Harlingen leadership supported by in-house drainage, H&H modeling, FEMA/TDEM documentation, environmental, utility coordination, survey coordination, and QA/QC resources.

Willacy County Drainage District #1 Panchita Structure Flow Rate and Hidalgo Main Floodway Channel Drainage Study | Willacy County, TX

Garver is helping Willacy County Drainage District No. 1 develop the technical basis to improve drainage performance by modeling flow conditions, evaluating release scenarios, and recommending updated flowrate and elevation parameters for the Panchita Structure operating procedures.



Willacy County Drainage District No. 1 selected Garver to evaluate flow conditions at the Panchita Structure and Hidalgo County Main Floodway Channel, which carries stormwater across Willacy County to the Laguna Madre. The District's laterals and ditches discharge into the Hidalgo Main Floodway Channel, but existing operating procedures can limit their ability to drain effectively during flood events.

Garver is providing project administration, site observation, record drawing review, coordination with District staff, and hydrologic and hydraulic modeling. The study includes development of a HEC-RAS model, evaluation of discharge release scenarios, analysis of water surface elevations and hydraulic grade lines, and preparation of rating curves for the Floodway Channel and its laterals.

Garver's final technical memorandum will recommend flowrate and elevation parameters to support the District's request to modify the Panchita Structure Operating Procedures.

Houston Harvey Recovery and Mitigation for Wastewater Treatment Facilities| Houston, TX



Hurricane Harvey caused significant damage to the City of Houston's (the City) water and wastewater facilities. Garver is providing asset management and planning services for the Hurricane Harvey Disaster Cost Recovery project at the 69th Street Wastewater Treatment Plant, Houston's largest plant, with a peak flow capacity of 400 MGD. Garver worked with the City to assess damage, scope repairs, and negotiate with FEMA on project costs, including potential design upgrades to prevent similar damage from future storms.

Garver's facility-wide asset management program cataloged and assessed the damage, then developed repair/replacement alternatives with cost estimates to bring assets to pre-Harvey condition, along with mitigation methods to protect each asset from future flooding.

Throughout the project, we assisted the City with FEMA coordination, ensuring suggested improvements are consistent with all applicable FEMA codes, specifications, and standards, and provided ongoing technical support throughout the duration of the FEMA claim.



City of La Feria Drainage Improvements Phase 1 | La Feria, TX

The City of La Feria (the City) selected Garver to evaluate and design improvements for areas experiencing flooding and drainage issues within the City. The project area extends from an existing ditch near William B. Green Junior High School south to the existing pump station at Pancho Maples Drive and west to Rabb Road. Garver is providing hydrologic and hydraulic analysis, feasibility reporting, design, bidding support, and construction administration services to help the City improve stormwater management within the project limits.

The improvements include converting approximately 1,000 linear feet of existing drainage ditch and reinforced concrete pipe to a reinforced concrete box system, designing a flow control device to redirect stormwater from Avenue C and the school drainage area, designing a new stormwater pump station, sizing a new electrical generator, rehabilitating approximately 200 linear feet of drainage ditch with concrete lining, designing approximately 250 linear feet of stormwater force main, and upgrading valve configurations near Veteran's Memorial Park.

Willacy County Drainage Districts No. 1 and 2 On-Call Services | Willacy County, TX



In order to procure a consultant who could effectively deliver projects on an as-needed or priority basis, WCDD1 and WCDD2 selected Garver to provide civil and drainage services under an on-call contract. Of special importance is the ability to coordinate flood mitigation measures. Major flooding events in the past have inundated Willacy County, due to its low-lying lands and the proximity to the Gulf of Mexico.

Garver is currently assisting the Districts in drainage and flood mitigation measures that counteract the negative effects of rapid urbanization, increase in impervious systems, and poor drainage infrastructure. As with other districts and cities within the Rio Grande Valley, the Drainage District has prioritized drainage and stormwater improvements.

Work includes the review and approval of engineering and construction work happening within the District's boundaries and infrastructure, while also pursuing in-house drainage projects.



Dallas Storm Drainage and Flood Management, Project D | Dallas, TX

Dallas wanted to address measures to mitigate flooding at various locations within the City, to not only reduce damage to infrastructure, but also to reduce repair costs. DWU selected Garver to provide engineering services for developing construction plans and specifications for flood management and stormwater replacement or adjustment.

Garver designed flood management and stormwater replacement improvements at six locations throughout the City of Dallas. These include:

- **Gifford Roanoke Area Relief System**
- **Munger - 1300, 1301 (5201 Bryan Street)**
- **Alderson, 3700**
- **Homer Street, 3215**
- **State-Thomas - Flora / Boll to Fairmont**
- **State-Thomas - Hallsville / Worthington**

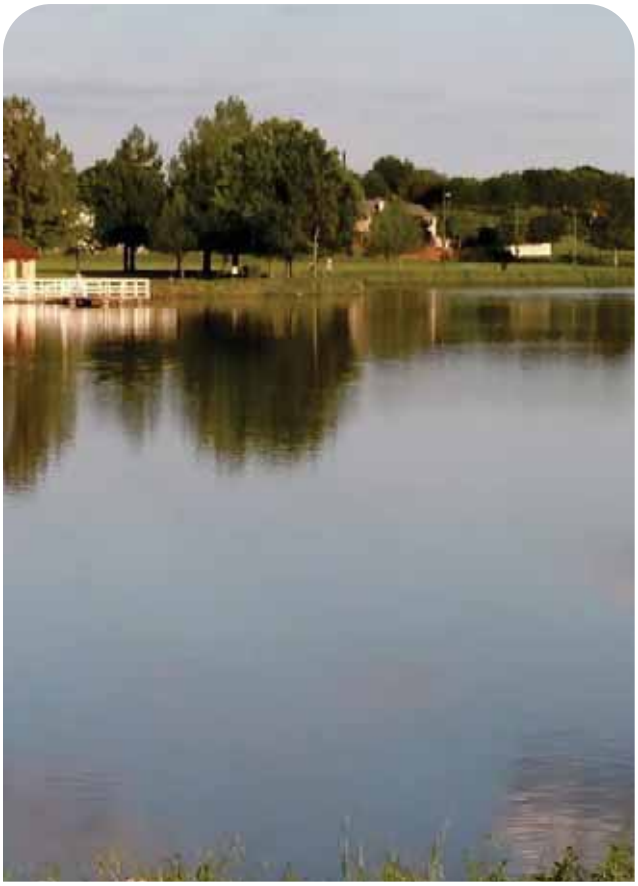
Round Rock Stormwater Projects | Round Rock, TX

Round Rock has experienced a number of rain events that inundated structures and roadways due to an inefficient drainage system. Garver was selected to provide improvements.

Garver is providing surveying, geotechnical, environmental, permitting, subsurface utility investigation, design, bidding services, and construction administration services for water, wastewater, and stormwater pipeline infrastructure. This includes designed improvements to the storm drain system within the City's Right of Way (ROW) as well as improving an outfall into an existing creek. These improvements to the Round Rock drainage system will improve the level of service in the area as well as remove structures from being inundated during a 100-year rain event.

We are also designing replacements for aging water and wastewater lines within the ROW. The improved water and wastewater lines will avoid future maintenance and impacts to an improved roadway and avoid undermining the proposed drainage system. The pavement will also be reconstructed for the impacted area. Environmental services allowed the City to secure funding for the project.





Watercrest Park at Lake Highlands Town Center Pond Dredging| Dallas, TX

Built as part of a mixed-use development in north Dallas, two ponds at Watercrest Park experienced serious sedimentation in the last decade, which degraded the water quality. Dallas Water Utilities (DWU) worked with Garver engineers and landscape architects to develop a plan to return the ponds and portions of the park "back to nature," as the project goal stated. The intent is that over time, the ponds will slowly silt in again and begin a natural return to pre-construction conditions.

Garver's engineers developed a plan to dredge areas to remove much of the accumulated silt and create shallow benches around the ponds on which aquatic plants would be placed to help improve water quality. Garver's landscape architects planned for removal of large areas of manicured bermuda grass turf in favor of wide, meandering riparian plantings and seeded Habiturf grass mix, a native blend of grasses developed by the Lady Bird Johnson Wildflower Center that resembles turf but can be left unmowed and uses less water.

REFERENCE FORM

The following information shall be required to accompany all bid submittals.

1. Local company's business name and business information.

Company name: Garver, LLC

Address: 1906 E Tyler Ave, Ste G, Harlingen, TX 78550

Contact Person: Isaac Huacuja, PE, CFM

Office Phone #: 956-734-2375 Mobile #: 956-590-7765

Email Address: IHuacuja@GarverUSA.com

2. Your Corporate Company's name and business information.

Corporate name: Garver, LLC

Address: 4701 Northshore Drive, North Little Rock, AR 72118

Office Phone #: 501-376-3633 Mobile #: 956-321-7752

Email Address: 956-321-7752

3. Does your company participate in Cooperative Contract Pricing? YES / [NO] (select below)

___ BuyBoard (TASB) ___ H-GAC ___ Choice Partners ___ GSA ___ ASC
___ OMNIA Partners ___ TXMAS ___ Sourcewell ___ TIPS ___ TCI
___ TXSmartBuy ___ TXDIR ___ Other: _____

CO-OP Contract #: N/A Effective Dates: N/A to _____

4. A minimum of 3 references (local preferred).

	Company Name	Contact Name	Phone	Email
1.	Brownsville Public Utilities Board	Marie Leal	956-983-6352	mleal@brownsville-pub.com
2.	Willacy County Drainage District No. 1	Casey McNutt	956-347-5164	cmcnutt@willacycdd1.org
3.	Sharyland Water Supply Corporation	Carlos Lima	956-271-1810	clima@sharylandwater.com

5. Municipal projects (local preferred):

	Municipality Name	Project Name	Amount	Completion Date
1.	Willacy County Drainage District No. 1	Panchita Structure and Hidalgo Channel Drainage Study	$105,000	N/A

Contact Name, Phone, Email: Casey McNutt, 956-347-5164, cmcnutt@willacycdd1.org

2. Brownsville Public Utilities Board 24-inch Water Line; $600,000; 5/1/2026

Contact Name, Phone, Email: Marie Leal, 956-983-6352, mleal@brownsville-pub.com

3. Sharyland Water Supply Corporation; Sharyland WSC WTP 1 Improvements; $700,000; 12/1/2025

Contact Name, Phone, Email: Carlos Lima; 956-271-1810, clima@sharylandwater.com

4. City of Dallas / Dallas Water Utilities; Dallas Storm Drainage and Flood Management, Project D; $1,385,359; N/A

Contact Name, Phone, Email: Abidur Khan, PE, 214-671-9526, abidur.khan@dallas.gov

5. City of Dallas / Dallas Water Utilities; Watercrest Park at Lake Highlands Town Center Pond Dredging; $234,433; 11/1/2024

Contact Name, Phone, Email: Abidur Khan, PE, 214-671-9526, abidur.khan@dallas.gov

BUSINESS DATA CERTIFICATION

Name of Firm: Garver, LLC

Address: 1906 East Tyler Avenue, Suite G, Harlingen, TX 78550

Number of Years in contracting business under present name: 17

Type of work performed by your firm: Professional Engineering Services

Have you ever failed to complete any work awarded to you? (Y/N) No

Have you ever defaulted on a contract? (Y/N) No

He/She certifies that:

(a) The legal name and the business address of the undersigned are:

Garver, LLC

1906 East Tyler Avenue, Suite G, Harlingen, TX 78550

(b) The undersigned is : **(Circle One)**

A Single Proprietorship A Corporation organized in the State of _____

A Partnership Other Organization Limited Liability Company

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
Ernie Flores, CFM	Water Design Center Manager	1906 E Tyler Ave, Ste G, Harlingen, TX 78550
Randy McIntyre, PE, BCEE, RPLS	Vice President	100 E Ferguson St. Suite 814, Tyler, TX 75702

(d) The name and addresses of all other persons having a substantial interest in the undersigned, and the nature of the interest are:

NAME	ADDRESS	NATURE OF INTEREST
N/A		

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are:

NAME	ADDRESS	TRADE CLASSIFICATION
N/A		

Ernesto A. Flores

NAME OF AUTHORIZED REPRESENTATIVE (printed)

SIGNATURE OF AUTHORIZED REPRESENTATIVE

7/14/26

DATE

TAB D: FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS

Clear understanding of FEMA, TDEM, floodplain, and permitting requirements.

Familiarity with Applicable Rules and Regulations

Garver understands that the Treasure Hills Boulevard Storm Sewer Improvements project must satisfy City design standards while also meeting FEMA/TDEM funding, environmental, floodplain, and documentation requirements. Our team will develop the project with a clear compliance path that supports state and federal review, local permitting, benefit-cost documentation, and future implementation.

This includes:

- FEMA Region 6 Hazard Mitigation Assistance documentation requirements
- Executive Order 11988 floodplain coordination and local floodplain administrator coordination
- SHPO/EHP coordination for environmental and historic preservation review
- FEMA BCA Toolkit documentation, supporting structure data, and flood benefit documentation
- Applicable City standards and TxDOT specifications, where applicable

FEMA/TDEM Documentation and BCA Support	Floodplain Compliance and EO 11988
Garver understands how important clear documentation is for FEMA- and TDEM-funded projects.. Our team will connect the H&H modeling, structure data, flood reduction benefits, and BCA Toolkit support so the City has the information needed for review and funding coordination.	Floodplain requirements can affect both design decisions and project approval. Garver will coordinate with the local floodplain administrator, use the H&H model to evaluate project impacts, and prepare No-Rise or No-Impact documentation as needed for the final design.
Environmental, EHP, and SHPO Coordination	**Applicable Standards and Deliverables Ready for Funding**
Garver will help the City address environmental and historic preservation requirements early so they do not become late-stage surprises. This includes documenting project limits, ground disturbance, environmental constraints, and SHPO/EHP coordination needs for FEMA review.	Garver will develop the project in line with City standards, applicable TxDOT specifications, professional requirements, and the funding documentation needed for implementation. Our goal is to give Harlingen deliverables that are clear, complete, and ready to support the next step.

Certification Regarding Debarment and Suspension

Garver, LLC certifies that neither the firm nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
Garver further certifies that it will not knowingly enter into any subcontract for this project with a person or firm that is debarred, suspended, declared ineligible, or voluntarily excluded from participation in federally assisted programs.

Minority Business Enterprise Certification

Garver, LLC is not submitting as a certified MBE for this SOQ.

Insurance Statement

Garver, LLC, similar to most companies, periodically engages in formal dispute resolution through the ordinary course of its business. The results of such dispute resolution, including litigation, are often subject to confidentiality provisions. Garver has no pending or past litigation matters in the past five (5) years that would have a material impact on the company's financial standing and/or performance on this project. If specific information involving any specific claim against Garver is needed, please contact Garver's General Counsel, Kurtis John, at 479-287-4678.

WORK ON FEDERALLY FUNDED PROJECTS

This team has specific knowledge and understanding of wastewater and collection systems including deep tunnel design and installations. Qualifications include prior experience in flood damage assessment, disaster cost recovery and documentation associated with insurance and FEMA claims.

Project Name & Location	Project Description
FEMA Generator Project| Bay City, TX	Garver is providing design, bidding, and construction support services for standby generator improvements at Bay City's City Hall, Municipal Services Building, and Civic Center. These improvements consist of new natural gas generator sets and associated electrical transfer switches for the purpose of providing standby power during utility outages. Detailed design services for the installation of the generator sets, natural gas fuel supply, and transfer switch equipment.
Texas Military Department Hurricane Harvey Assessments | Houston, TX	Garver assisted the Texas Military Department (TMD), which has 21 installations located within the Hurricane Harvey affected area, and they asked Garver to provide a report of the overall facility architectural, structural, mechanical, electrical, and plumbing assessment conditions at each site. Utilizing BUILDER™ SMS, the completed report for each site provided a thorough understanding of overall facility condition as well as specific damage that resulted from Hurricane Harvey in 2017. With the completion of this project, the TMD has the evidence necessary to justify the needed improvements at the 21 sites, bringing the facilities back to full operational capacity.
Houston Harvey Recovery | Houston, TX	Garver is providing asset management and planning services for the Hurricane Harvey Disaster Cost Recovery project for the 69th Street Wastewater Treatment Plant, Houston's largest plant, with a peak flow capacity of 400 MGD. Garver is working with the City through the detailed process of assessing damage, scoping repairs, and negotiating with FEMA on the cost of each project.
Friendswood WTP No. 4 Improvements | Friendswood, TX	Garver is designing an expansion of the City of Friendswood's Water Plant No. 4 which is funded by CDBG MIT-MOD. This project includes the addition of a new 1.0-million-gallon ground storage tank (GST) to increase total on-site storage capacity from 0.5 million gallons to 1.5 million gallons and provide additional system equalization. The project also includes upsizing of a water transmission line, installation of yard piping improvements to convey water to the new tank and connect to a new 16-inch transmission main along the northwest edge of the property, as well as chemical system improvements.
Norman Neighborhood Storm Water Drainage Improvements | Norman, OK	The City of Norman experienced recurring flooding in the Cambridge Place neighborhood, resulting in FEMA NFIP repetitive-loss properties. Garver was selected under a FEMA BRIC grant to perform a drainage study and develop design alternatives with associated construction cost estimates. Using historical records, site investigations, and XPSWMM 1D/2D hydraulic modeling, Garver identified severe sedimentation issues and developed three alternatives that balanced flood reduction, project feasibility, and cost.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

OFFICE USE ONLY

Date Received

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

By law this questionnaire must be filed with the records administrator of the local government entity no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, local Government Code. An offensive under this section is a Class C misdemeanor.

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

N/A

2 ☐ **Check this box if you are filling an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

N/A

Name of Officer

This section, (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or Coordinator, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section..

4

Signature of person doing business with the governmental entity

7/14/26

Date



GARVER

1906 East Tyler Avenue
Suite G
Harlingen, TX 78550
www.GarverUSA.com

Bid #8

GARZA & HERNANDEZ
ENGINEERING

Statement of Qualifications

2026

RFQ No. 2026-11 | Professional Engineering Services City Of Harlingen Treasure Hills Boulevard Storm Sewer Improvements (Sys#008 & Sys#018)
FEMA/TDEM Project Number DR4485-0246

Garza and Hernandez, PLLC
DBA: Garza and Hernandez Engineering
Firm Number: F-24690
(956) 212 – 0484

HQ Edinburg Office:
7337 E Owassa Rd, Edinburg, TX 78542
McAllen Office:
4900 W Expy 83 #211, McAllen, TX 78501

Transmittal Letter

City of Harlingen Purchasing Department
404 South 54th Street, Harlingen, Texas 78550

July 09, 2026

Subject: RFQ No. 2026-11 – Professional Engineering Services – City of Harlingen – Treasure Hills Boulevard Storm Sewer Improvements (SYS#008 & SYS#018), FEMA/TDEM Project Number DR4485-0246

Dear Members of the Selection Committee:
Garza & Hernandez Engineering (G&H), an Edinburg and McAllen-based Texas civil engineering firm (Firm No. F-24690), respectfully submits this Statement of Qualifications in response to RFQ No. 2026-11 for professional engineering services associated with the Treasure Hills Boulevard Storm Sewer Improvements, Systems 008 and 018.

G&H understands that the City requires the replacement of an undersized legacy storm sewer network with approximately 2,360 linear feet of larger-diameter reinforced concrete pipe, 9 manholes, and 10 inlets, establishing hydraulic connectivity between Storm Sewer Systems 008 and 018 as identified in the City's 2008 and 2025 Drainage Master Plans. The project further requires a signed and sealed Hydrologic and Hydraulic (H&H) Study evaluating the 1% and 0.5% annual exceedance probability storm events, a FEMA Benefit-Cost Analysis, environmental and historic preservation coordination, and compliance with Executive Order 11988 given the portion of the corridor located within the regulatory floodway (Zone AE, FIRM 48061C0270F) — all to be delivered within six months of Notice to Proceed.

Our team is led by Jacob Garza, P.E., Principal Engineer, Project Manager and Engineer of Record, and Rogelio Hernandez, P.E., QA/QC Lead and Floodplain Compliance Lead. Both principals bring direct, hands-on individual drainage and floodplain engineering backgrounds predating G&H's 2023 founding — including Mr. Hernandez's prior individual experience coordinating a CLOMR effort with Hidalgo County Drainage District No. 1, the City of McAllen, and FEMA that reduced the total area of a mapped Zone A flood hazard area to a regulatory Zone AE with an established Base Flood Elevation.

G&H is well qualified for this engagement because of our RGV-based, hands-on approach to drainage and floodplain engineering; our established working relationships with Drainage Districts, TxDOT, TCEQ, and FEMA-related floodplain review processes; and our record of zero outstanding compliance failures across every firm project delivered to date, backed by both principals' combined individual experience on billion-dollar-scale drainage and floodplain programs prior to founding G&H. Our QA/QC Lead, Rogelio Hernandez, P.E., also brings prior individual experience with City of Harlingen & CCDD#3 through the Camino Real subdivision project (predating G&H's founding), giving our team familiarity with the City's standards and review processes.

We recognize this is a FEMA Hazard Mitigation Grant Program-funded assignment and, in the interest of transparency, this submittal discloses our team's specific experience against each evaluation criterion, including areas still developing. We are committed to supplementing our team with additional environmental/SHPO and FEMA Benefit-Cost Analysis expertise as needed to ensure compliant delivery of every task in the Scope of Work.

Primary contact for this submittal: Jacob Garza, P.E. – Principal Engineer | Phone: (956) 212-0484
7337 E Owassa Rd, Edinburg, TX 78542 | Email: jacob@garzahernandez.com

Respectfully submitted,



Principal Engineer
JACOB GARZA, PE
(956) 212-0484 | jacob@garzahernandez.com

Table of Contents

Transmittal Letter 2
Table of Contents 3
TAB A – Approach to Scope of Work 4
TAB B – Experience and Professional Qualifications of the Firm and Team 6
TAB C – Firm Capability and Past Experience 12
TAB D – Familiarity with Applicable Rules and Regulations 16
Appendix A – Forms 18

Tab A
Approach to Scope of Work

A. Statement of Understanding

The City of Harlingen requires replacement of an undersized legacy storm sewer network serving the Treasure Hills Boulevard corridor with approximately 2,360 linear feet of larger-diameter reinforced concrete pipe, 9 manholes, and 10 inlets, establishing hydraulic connectivity between Storm Sewer Systems 008 and 018 as identified in the City's 2008 Master Drainage Plan (5-year conveyance analysis) and the 2025 HUC-10 Flood Protection Plan Study (25-year conveyance analysis). The project's primary objective is to eliminate recurring conveyance deficiencies and mitigate street and nuisance flooding along the corridor.

A defining hydraulic and regulatory constraint is that a segment of the proposed improvements appears to fall within the FEMA regulatory Floodway (Zone AE, FIRM 48061C0270F, effective 2/16/2018). Under Executive Order 11988 and 44 CFR § 9.11(d)(4), the design must demonstrate no increase in base flood elevations (a "no-rise" condition) resulting from the improvements. This project is funded through the Hazard Mitigation Grant Program (FEMA/TDEM Project No. DR4485-0246), which layers federal procurement and FEMA/TDEM documentation requirements — including a signed and sealed H&H Study (1% and 0.5% AEP events), a FEMA Benefit-Cost Analysis, and Environmental and Historic Preservation (EHP)/SHPO coordination — on top of the standard PS&E process, all within a six-month Notice-to-Proceed schedule.

B. Preliminary Project Schedule

Month	Key Activities	Milestone / Deliverable
1	NTP; data collection & field assessment; existing utility record research; H&H model setup begins	Kickoff meeting; existing conditions memo
2	Utility layout (AutoCAD); H&H modeling (1% & 0.5% AEP); begin EHP narrative & SHPO coordination package	Draft existing utility layout; H&H model draft
3	30% plans; H&H results finalized; floodplain no-rise evaluation; BCA data collection begins	30% submittal; H&H Study draft
4	60%-90% plans; specifications & quantity takeoff; BCA Toolkit modeling; SHPO response follow-up	90% submittal; BCA draft
5	100% plans, specs & estimate; utility notification letters; final H&H/BCA/EHP packages	100% PS&E submittal
6	QA/QC close-out; agency comment resolution; final signed/sealed deliverables to City	Final deliverables to City of Harlingen

This schedule is structured to substantially complete all Task 1–8 deliverables within six (6) months of NTP, consistent with the RFQ's accelerated delivery requirement. G&H's QA/QC checkpoints are embedded at each submittal stage (30/90/100%) rather than held to the end of the schedule, reducing the risk of late-stage redesign. Fema coordination and processes will be performed post this schedule and are up to FEMAs time schedule to approve and resolve.

Project Management Procedures
G&H manages every task order through a defined chain of responsibility: the Engineer of Record (Jacob Garza, P.E.) retains final sealed-deliverable authority, while the QA/QC Lead (Rogelio Hernandez, P.E.) verifies drainage continuity, floodplain compliance, and constructability at each submittal stage. Deliverables are tracked through a centralized cloud-based dashboard providing real-time visibility of deadlines and completion status; weekly internal coordination reviews are supplemented by scheduled progress updates to the City covering milestone status, upcoming deliverables, and any pending agency reviews – the same process G&H uses on its active CCDD#5 and Cameron County assignments.

C. Utility Coordination, Environmental Coordination, and Permitting Strategy

Utility Coordination
G&H will request as-built records from the City's utility contact list, compile an existing utility layout in the latest version of Autodesk Civil 3D correlated to base topographic/survey data (Quality Level D pending field verification), and issue one round of notification letters to affected utility owners upon completion of the 100% plan set, per Task 2. This mirrors G&H's established utility coordination practice on projects involving gas-line easements (Cardinal Landing), TxDOT right-of-way and RULIS/driveway permitting (Tierra de Matreros, South Texas College), and multi-agency utility environments (CCDD#3, Irrigation District #2, Harlingen Waterworks).

Environmental & Historic Preservation Coordination
G&H will prepare the FEMA EHP package required under Task 6 — project component coordinates, final narrative scope of work with ground-disturbance dimensions, and copies of engineering plans — and will initiate SHPO consultation on the full project scope, tracking the SHPO response for inclusion in the FEMA EHP submittal.

Floodplain Compliance (EO 11988)
G&H will coordinate with the City's floodplain administrator and use the H&H model results to document compliance with the no-rise requirement of 44 CFR § 9.11(d)(4) for the floodway segment. This approach directly parallels the Tres Lagos CLOMR effort that QA/QC Lead Rogelio Hernandez, P.E. coordinated individually prior to founding G&H, with Hidalgo County Drainage District No. 1, the City of McAllen, and FEMA, converting a mapped Zone A flood hazard area to a regulatory Zone AE designation with an established Base Flood Elevation of 143.2 ft.

D. Hydraulic Modeling, GIS, and Technical Software

G&H's technical toolkit for this project includes:

- **AutoCAD Civil 3D:** Existing/proposed utility and drainage layout, plan & profile production
- **HEC-RAS and HEC-HMS:** Hydrologic and hydraulic modeling for the 1% and 0.5% AEP storm events
- **ArcGIS:** Model node/station mapping, terrain and flood elevation GIS deliverables
- **StormCAD, FlowMaster, CulvertMaster, PondPack:** Storm sewer, culvert, and detention sizing checks
- FEMA Benefit-Cost Analysis Toolkit: BCA submission per Task 5

BCA Methodology (Task 5)
The H&H model results (water surface elevations, velocities, and discharge by recurrence interval) will feed directly into the FEMA BCA Toolkit project file. For any non-default input values, G&H will document supporting justification consistent with STEP 9 of the FEMA Flood Risk Reduction Technical Review Job Aid, including selection of the appropriate Depth Damage Function table by structure type/use, and will provide the required Excel correlation table linking each affected structure's building details and flood data to the H&H model output.

G&H and its Principal Engineer combined have directly performed storm sewer design, H&H modeling (HEC-RAS, HEC-HMS, PondPack, StormCAD), and floodplain analysis on 10+ drainage and flood mitigation related assignments over the past decade, including one firm project (Lull Hills) modeled directly in HEC-HMS/HEC-RAS.

Tab B

Experience and Professional Qualifications of the Firm and Team

1. Professional Disciplines Proposed

Civil engineering, drainage/storm sewer engineering, hydrologic and hydraulic modeling, GIS analysis, utility coordination, floodplain management, and environmental/SHPO coordination support. Surveying support is available through an established subconsultant relationship with Carrizales Land Surveying, LLC.

2. Firm Overview

Garza & Hernandez Engineering, Texas Firm No. F-24690, is an Edinburg and McAllen-based civil engineering firm founded in 2023, providing drainage, stormwater, water/wastewater, roadway, and utility coordination engineering services across South Texas. The firm currently maintains staff across engineering design, construction administration, GIS/plan production, and administrative support, with all engineering deliverables issued under the responsible charge of Texas-licensed Professional Engineers.

3. Office Performing the Work

Work will be performed primarily from G&H's Edinburg headquarters in 7337 E Owassa Rd, Edinburg, TX 78542, approximately 30 miles from the project site, with support from the McAllen office located in 4900 W Expy 83 #211, McAllen, TX 78501.

4. Significant Accomplishments Relevant to Drainage, Flood Mitigation & Utility Coordination

- **Rogelio Hernandez, P.E. – Tres Lagos Regional Drainage Program** individual pre-G&H experience: CLOMR preparation converting a mapped Zone A flood hazard area to Zone AE (BFE 143.2 ft); coordination with Hidalgo County Drainage District No. 1, City of McAllen, and FEMA; XPSWMM, HEC-RAS, HEC-HMS modeling of three regional detention facilities - 620+ ac-ft.
- **Rogelio Hernandez, P.E. – Harlingen Water Works Camino Real infrastructure:** prior individual experience with a City of Harlingen, predating G&H's founding.
- **Principal Engineer Jacob Garza, P.E.** brings a decade-plus, career-long progression in drainage/floodplain engineering – from Designer at LJA Engineering to Drainage Lead/Project Manager in Cobb Fendley & Associates, projects up to ≈$40M, to Principal Engineer in G&H.
- **Devine Lake Phase 1-4:** 800-acre drainage area w/ 23 11x8 Box Culverts
- **Holy Cross Church:** 500-acre drainage area w/ 5 9x5 box Culverts and adding our project to the county model and checking impact.
- **Innovar Circle:** 800-acre drainage area w/ multiple ponds and pedestrian bridges
- **Genoa Condominiums:** 250-acre contributing drainage area to establish design flows and support stormwater conveyance, detention, and flood-mitigation planning

5. Demonstrated Capability

G&H's team has directly performed storm sewer design, H&H modeling, floodplain/CLOMR coordination, utility coordination, and construction document preparation on the projects above. FEMA Benefit-Cost Analysis (BCA) Toolkit development and Hazard-Mitigation-Grant-funded project delivery are newer

additions to the firm's direct project history; the firm is prepared to supplement this specific deliverable with additional QA/QC oversight and/or a BCA-specialist subconsultant if desired.

B.1 Project Team Organization Chart

City of Harlingen	
↓	
Garza & Hernandez Engineering — Prime Consultant / Construction Management	
↓	
Jacob Garza, P.E. Principal-in-Charge / Project Manager / Engineer of Record & Floodplain/H&H Technical Lead	**Rogelio Hernandez, P.E.** QA/QC Lead
Client coordination, task order/scope control, schedule oversight, sealed engineering deliverables	H&H/floodplain technical review, QA/QC of drainage, utility & environmental deliverables
↓	↓
Diego Yepez Design Support – Drainage, H&H & GIS	
Plan/profile production, drainage & hydraulic calculations, GIS exhibits, permitting support	
↓	
Carrizales Land Surveying, LLC (Manuel Carrizales, RPLS) Surveying Subconsultant	**MEG Engineers (Amos Emerson, P.E.)** Environmental Subconsultant
Topographic survey, existing utility field verification, base mapping	Environmental due diligence, site constraints, regulatory documentation

B.2 – Firm Registration and Staff Licenses

License / Certification	Holder	No.	Exp. Date
Texas Engineering Firm Registration	Garza & Hernandez, PLLC	F-24690	08/31/2026
Professional Engineer – Texas	Jacob Garza, P.E.	146645	06/30/2027
Professional Engineer – Texas	Rogelio Hernandez, P.E.	149521	07/31/2028
Texas Registered Surveying Firm	Carrizales Land Surveying, LLC	10194417	12/31/2026
Registered Professional Land Surveyor	Manuel Carrizales, RPLS	6388	12/31/2026

B.3 – Key Personnel Experience Matrix

Required Experience Area	Jacob Garza, P.E.	Rogelio Hernandez, P.E.	Diego Yepez
Storm sewer design	Direct – Lull Hills, HJR (firm); Everhome Suites x2, Toro Grande (individual, pre-G&H)	Direct – Tres Lagos Ph 2 Drainage Improvements, Cardinal Landing, Hand Village.	Direct – plan production support

Required Experience Area	Jacob Garza, P.E.	Rogelio Hernandez, P.E.	Diego Yepez
FEMA Hazard Mitigation Assistance projects	Developing – extensive individual floodplain-modeling work; no prior HMGP-grant-funded project	Developing individual CLOMR FEMA coordination	Supporting
H&H modeling	Direct – HEC-RAS/HEC-HMS on Lull Hills (firm); Devine Lake, Holy Cross, Innovar, Genoa (individual, pre-G&H)	Direct – XPSWMM/HEC-RAS/HEC-HMS oversight on Tres Lagos (individual, pre-G&H)	Direct – supporting calculations
Benefit-Cost Analysis (BCA)	Not yet demonstrated on a completed BCA submittal	Tres Lagos Phase 2 Improvements, All subdivisions alternative drainage desgins	Supporting
Utility coordination	Direct – gas easements, TxDOT ROW, multi-agency (firm)	Cardinal Landing, South Texas College, Tres Lagos Subdivisions	HJR Subdivision
Floodplain permitting / environmental compliance	Direct – floodplain mapping/analysis, Toro Grande & LJA projects (individual, pre-G&H)	Direct – CLOMR (Zone A→AE) in City of McAllen and HCDD1	Supporting

B.4 – Key Personnel Resumes

Jacob Garza, P.E. – Principal Engineer (PM / EOR) & H&H Technical Lead
10+ years civil engineering experience. Professional Engineer licenses: Texas (146645), Arkansas (22788), Colorado (66210), Kansas (PE30672), Oklahoma (35050); OSSF Installer II & Site Evaluator (TCEQ).

Serves as Principal Engineer and will maintain final technical authority and responsible charge for this task order, confirming scope, coordinating design criteria, reviewing drainage/utility/floodplain assumptions, and authorizing sealed deliverables. Prior to founding G&H, Mr. Garza's drainage and floodplain engineering background progressed across two firms: as Drainage Lead/Project Engineer at Cobb Fendley & Associates (Toro Grande North & South – ≈$40M roadway/floodplain/detention program as Project Manager/Engineering Lead; Everhome Suites Brownsville & Bastrop – Drainage Lead performing PondPack modeling and storm sewer design; South Street Drainage Improvement and Big Sun Solar – drainage analysis and QA/QC), and as Designer at LJA Engineering (Innovar Circle, Devine Lake Phases 1–4, Holy Cross Church, Genoa Condominiums – H&H modeling in HEC-RAS/HEC-HMS, floodplain mapping/impact analysis, and detention/water-quality pond sizing). These are relevant individual technical qualifications; they were not projects completed by G&H as the firm.

Rogelio Hernandez, P.E. – QA/QC Lead
10+ years civil engineering experience. Professional Engineer – Texas (149521); OSHA 30; Texas MUTCD Certification.

Will provide QA/QC review of all H&H, drainage, utility, and environmental deliverables, ensuring consistency between design documents, FEMA/TDEM regulatory requirements, and constructability. Direct experience with HCDD1 floodplain and drainage-district coordination on multiple subdivision-scale drainage projects, plus direct Cameron County engineering experience (CCDD#1, #3, #5,) — the same county and regulatory environment as the City of Harlingen.

Jacob Garza P.E.

Principal Engineer

Civil Engineering Experience: 10+ years
Years with G&H: Since firm inception

Principal Engineer

Garza & Hernandez Engineering

Phone: (956) 212-0484
Email: jacob@garzahernandez.com
Address:
7337 E. Owassa Rd., Edinburg, TX 78542
4900 W. Expressway 83, Suite 211, McAllen, TX 78501

CERTIFICATIONS

- Professional Engineer – Texas – 146645
- Professional Engineer – Arkansas – 22788
- Professional Engineer – Colorado – 66210
- Professional Engineer – Kansas – PE30672
- Professional Engineer – Oklahoma – 35050

PROFESSIONAL SUMMARY

Jacob Garza, P.E., serves as Principal Engineer for Garza & Hernandez Engineering and will serve as Project Manager and Engineer of Record for task orders assigned to the firm. His experience includes civil infrastructure design, drainage analysis, water distribution, wastewater collection, roadway and paving improvements, utility coordination, floodplain-related review, construction document preparation, and construction-phase support. His role includes responsible charge over engineering decisions, technical review, QA/QC approval, regulatory coordination, and document issuance for civil engineering deliverables.

ORGANIZATIONAL ROLE

As Principal Engineer / Project Manager / Engineer of Record, Mr. Garza will maintain final technical authority for assigned Hidalgo County task orders. He will confirm scope requirements, assign technical resources, coordinate design criteria, oversee civil engineering production, review drainage and utility assumptions, coordinate with reviewing agencies, and authorize sealed engineering documents. He will also serve as the primary technical point of contact for Hidalgo County unless otherwise directed by task order.

KEY RESPONSIBILITIES & EXPERTISE

- Responsible charge for civil engineering services.
- Project management and technical oversight.
- Drainage, grading, paving, water, wastewater, and utility coordination.
- QA/QC review of plans, calculations, specifications, and technical deliverables.
- Coordination with public agencies, utility providers, drainage districts, and reviewing authorities.
- Construction-phase support, including RFIs, submittal review, field coordination, and close-out support.

INDIVIDUAL PRE-G&H EXPERIENCE

Toro Grande North & South (Cobb Fendley & Associates – PM/Engineering Lead), Everhome Suites Brownsville & Bastrop (Cobb Fendley & Associates – Drainage Lead), South Street Drainage Improvement (Cobb Fendley & Associates – Drainage Lead), Big Sun Solar (Cobb Fendley & Associates – Project Engineer), Devine Lake Phases 1–4 / Holy Cross Church / Innovar Circle / Genoa Condominiums (LJA Engineering – Designer). Full detail in Tab C.

LICENSURE AND CERTIFICATION HISTORY

License / Certification	Issuing Entity	License / Reg. No.
Professional Engineer – Texas	TBPELS	146645
OSSF Installer II – Texas	TCEQ	OS0034892
OSSF Site Evaluator – Texas	TCEQ	OS0035100

Rogelio Hernandez P.E.

Director of Development

Civil Engineering Experience: 10+ years
Years with G&H: Since firm inception

Director of Development

Garza & Hernandez Engineering

Phone: (956) 212-3898
Email: rogelio@garzahernandez.com
Address:
7337 E. Owassa Rd., Edinburg, TX 78542
4900 W. Expressway 83, Suite 211, McAllen, TX 78501

CERTIFICATIONS

- Professional Engineer – Texas – 149521
- OSHA 30 – Construction Safety and Health
- Texas MUTCD Certification

PROFESSIONAL SUMMARY

Rogelio Hernandez, P.E., serves as Director of Development for Garza & Hernandez Engineering and will support Hidalgo County assignments as QA/QC Lead and Construction Administration Lead. His experience includes civil infrastructure coordination, construction-phase support, constructability review, project scheduling, consultant coordination, field coordination, cost review, and quality control for projects involving utilities, grading, drainage, paving, roadway improvements, and public infrastructure.

ORGANIZATIONAL ROLE

Mr. Hernandez will provide QA/QC review, construction administration coordination, schedule tracking, constructability review, submittal review, RFI response, field issue resolution, and coordination with contractors, inspectors, utility providers, and reviewing authorities. His role is focused on maintaining consistency between design documents, regulatory requirements, construction sequencing, and field implementation.

KEY RESPONSIBILITIES & EXPERTISE

- QA/QC review and constructability evaluation.
- Construction administration and field coordination.
- Schedule tracking and task-order coordination.
- Review of submittals, RFIs, change requests, and construction documentation.
- Coordination with contractors, inspectors, utility providers, and public agencies.
- Support for cost estimating, quantity review, and project close-out.

INDIVIDUAL PRE-G&H EXPERIENCE

Tres Lagos Phase 2 Master Drainage Improvements / CLOMR (Owner's Representative/Technical Reviewer for Rhodes Development), Tres Lagos Sanitary Sewer System Master Plan (Engineer of Record for Rhodes Development), Sendero Sewer Infrastructure (Engineer of Record for Rhodes Development), Harlingen Water Works – Camino Real Infrastructure (Engineer of Record for Rhodes Development). Full detail in Tab C.

LICENSURE AND CERTIFICATION HISTORY

License / Certification	Issuing Entity	License / Reg. No.
Professional Engineer – Texas	TBPELS	149521
OSHA 30 – Construction Safety and Health	OSHA / Authorized Provider	7856_1106715
Texas MUTCD Certification	TMUTCD	N/A

PROJECT PARTICIPATION LIST – JACOB GARZA, P.E.

Project	Client / Owner	Brief Summary	Role
Lull Hills Phase 1 Subdivision	Primera Land, LLC La Villa, TX	Civil infrastructure plans including water, wastewater, drainage, paving, grading, SWPPP, erosion control, traffic control, and coordination with Hidalgo County Drainage District No. 1 and the City of La Villa.	**Engineer of Record / Project Manager**
Cardinal Landing Subdivision	Balderas LLC Alton, TX	Civil infrastructure plans including water, wastewater, paving, drainage, grading, erosion control, sidewalk, traffic control, signage, striping, and municipal coordination.	**Principal Technical Review / Project Manager**
Moras de Mayo Subdivision	Primera Land, LLC Alton, TX	Civil infrastructure plans including water, wastewater, paving, drainage, grading, erosion control, sidewalk, signage, striping, and traffic control.	**Engineer of Record / Project Manager**
STC Pecan West Traffic Control Plan	South Texas College McAllen, TX	Traffic control planning for an active institutional environment addressing construction phasing, site access, pedestrian circulation, vehicular circulation, and emergency route preservation.	**Project Manager / Responsible Charge**

PROJECT PARTICIPATION LIST – ROGELIO HERNANDEZ, P.E.

Project	Client / Owner	Brief Summary	Role
Lull Hills Phase 1 Subdivision	Primera Land, LLC La Villa, TX	Civil infrastructure plans including water, wastewater, drainage, paving, grading, SWPPP, erosion control, traffic control, and drainage district coordination.	**QA/QC Lead / Construction Support**
Cardinal Landing Subdivision	Balderas LLC Alton, TX	Civil infrastructure plans including water, wastewater, paving, drainage, grading, erosion control, sidewalk, traffic control, signage, striping, and municipal coordination.	**Engineer of Record / QA/QC Lead**
Moras de Mayo Subdivision	Primera Land, LLC Alton, TX	Civil infrastructure plans including water, wastewater, paving, drainage, grading, erosion control, sidewalk, signage, striping, and traffic control.	**QA/QC Lead / Construction Support**
STC Pecan West Traffic Control Plan	South Texas College McAllen, TX	Traffic control planning for an active institutional environment addressing construction phasing, access, circulation, and pedestrian safety.	**QA/QC / Construction Support**

Tab C

Firm Capability and Past Experience

A. Representative Projects

Per RFQ Tab C, the projects below demonstrate G&H's competence in storm sewer improvements, drainage/flood mitigation, H&H studies, and utility coordination. All five were completed directly by the firm (Garza & Hernandez Engineering, founded 2023), with the Engineer of Record noted for each.

Tres Lagos Phase 2 Master Drainage/CLOMR, Tres Lagos Sanitary Sewer Master Plan, Sendero Sewer Infrastructure, and Harlingen Water Works – Camino Real were performed by Rogelio Hernandez individually before G&H founding; they are disclosed transparently as individual, not firm, experience in the supplemental section below.

1. Devine Lake Phase 1 – 4 | Jacob Garza, P.E.

Key Contact	Walter Hoysa, P.E., LJA Engineering – (512) 914-6762
Location	City of Leander, TX
Approx. Value	~$1 billion
Duration	Feb 2019 – Oct 2021
Role	Designer – Jacob Garza, P.E.

Multi-phase residential development comprising approximately 400 residential lots. Engineering and drainage reports, construction plan review, permitting support, response to agency comments, and coordination with regulatory agencies, contractors, and project stakeholders. Technical production and analysis utilized AutoCAD Civil 3D, StormCAD, PondPack, HEC-HMS, and HEC-RAS.
EOR: Walter Hoysa, P.E.

2. Holy Cross Church | Jacob Garza, P.E.

Client / Owner	Hugo Garcia and Maria E. Garcia
Key Contact	Walter Hoysa, P.E., LJA Engineering – (512) 914-6762
Location	City of Cedar Park, TX
Approx. Value	~$2 million
Duration	Feb 2026 – Jun 2026
G&H Role	Designer – Jacob Garza, P.E.

Institutional site development involving hydrologic and hydraulic analysis, floodplain evaluation, stormwater management, detention and water-quality pond sizing, storm sewer system design, underground utility infrastructure, and site grading. supported drainage and floodplain modeling to evaluate the proposed development's effects on the surrounding watershed and existing floodplain conditions.

Technical production and modeling utilized AutoCAD, Civil 3D, StormCAD, PondPack, HEC-HMS, and HEC-RAS.
EOR: Walter Hoysa, P.E.

3. Tres Lagos – Phase 2 Master Drainage Improvements | Rogelio Hernandez, P.E.

Client / Owner	Rhodes Development / Tres Lagos Public Improvement District
Key Contact	Oscar Cordoba, Rhodes Development – (956) 222-1014
Location	City of McAllen, TX
Approx. Value	$5 million
Duration	2019 - 2022 (Rogelio's involvement)
Role	Owner's Representative / Technical Reviewer

Hydrologic and hydraulic modeling (XPSWMM) across ~1,300 acres; planning of 3 regional detention facilities (620+ ac-ft); CLOMR preparation converting Zone A to Zone AE (BFE 143.2 ft); coordination with HCDD1, City of McAllen, and FEMA.
EOR: Jose L. Reyes, P.E., Maestas.

4. Lull Hills Phase 1 Subdivision | Garza & Hernandez, PLLC

Client / Owner	Primera Land, LLC
Key Contact	Jacobo Garza – (956) 739-1000
Location	City of La Villa, TX
Approx. Value	$700,000
Duration	May 2024 – Apr 2026
G&H Role	Engineer of Record / Owner's Representative

Subdivision-scale infrastructure within a drainage-sensitive development area; grading, RCP paving, drainage conveyance, stormwater detention coordination, and Hidalgo County Drainage District No. 1 criteria. G&H's only firm project to date modeled directly in HEC-HMS and HEC-RAS (in addition to AutoCAD Civil 3D), making it the closest firm-level match to the H&H modeling method required for the Treasure Hills Boulevard AEP analysis.
EOR: Jacob Garza, P.E.

5. Harlingen Water Works – Camino Real Infrastructure | Rogelio Hernandez, P.E.

Client / Owner	Rhodes Development / Harlingen Water Works
Key Contact	Oscar Cordoba, Rhodes Development – (956) 222-1014
Location	City of Harlingen, TX
Approx. Value	$10 million
Role	Owner's Representative / Technical Reviewer

~60 acres of water distribution infrastructure serving residential development, including system looping, pressure/fire-flow coordination, and direct coordination with Harlingen Water Works — an existing, current working relationship with a City of Harlingen utility.
EOR: Rogelio Hernandez, P.E.

B. Affirmation of Staffing Capacity

G&H's licensed Professional Engineers currently maintain responsible charge over a manageable number of active task orders distributed across planning, design, and permitting phases, not all in concurrent peak production, allowing the firm to integrate this six-month assignment without compromising existing commitments. Jacob Garza, P.E. and Rogelio Hernandez, P.E. remain directly engaged on every active assignment, providing engineering oversight and technical decision-making, while design production and drainage calculations are assigned to supervised technical staff. Each assignment is managed through a project-specific schedule and defined production workflow that tracks staff responsibilities, internal review deadlines, agency submittals, comments, and required revisions through completion. G&H affirms the proposed team has the staffing capacity and technical capability to complete this project within the required six-month schedule.

Quality Management, Cost Control, and Organizational Structure

Phase	Lead Role	Supporting Role(s)	Deliverable
Planning	Jacob Garza, P.E.	Rogelio Hernandez, P.E.	Schedule, task-order scoping
Design	Jacob Garza, P.E.	Diego Yepez / Carrizales Land Surveying	H&H model, drainage plans, BCA, EHP package
QA/QC	Rogelio Hernandez, P.E.	Jacob Garza, P.E.	Redlines, floodplain/no-rise compliance check
Delivery	Jacob Garza, P.E.	Administrative/Records	Final signed & sealed submittal to City

Cost and schedule control are managed through a centralized cloud-based dashboard with Gantt-based critical path tracking; quantity takeoffs and engineer's estimates are independently reviewed at each submittal stage as part of the same QA/QC checkpoint that verifies drainage, utility, and floodplain compliance, a practice applied consistently across G&H's delivered project portfolio with zero outstanding compliance failures.

C. References

Reference / Project	Contact	Phone / Email	Relevance
Tres Lagos / Camino Real Rhodes Development	Oscar Cordoba II	(956) 222-1014	H&H modeling, CLOMR/floodplain, Harlingen Water Works infrastructure – supplemental, not a firm project
Texas Garden Subdivision, BFE Study Benavides Engineering	Jerry Benavides	956) 310-8373	ATLAS 14 100-year hydrologic analysis, HEC-HMS modeling, existing and developed peak-flow and runoff-volume evaluation
Tierra de Matreros City of Combes, Cameron County	Ezequiel Sanchez	(956) 756-3902	Cameron County drainage/utility coordination through municipal review

D. Business Data Certification Form

The completed Business Data Certification Form will be included in appendix A, together with all other required City-issued forms, certifications, and supporting documentation.

E. Reference Sheet Form

The completed Reference Sheet Form will be included in appendix A, together with all other required City-issued forms, certifications, and supporting documentation.

F. Projects That Advanced to Construction, Funding, or FEMA Approval

- Tres Lagos CLOMR – FEMA-approved conversion of Zone A to regulatory Zone AE with established BFE (Rogelio Hernandez, P.E., individual experience, pre-G&H).
- Devine Lake Phases 1–4 – all four phases fully permitted, constructed, and closed out (Jacob Garza, P.E., individual experience, pre-G&H).
- Tres Lagos Sanitary Sewer Master Plan – reviewed and formally approved for inclusion in the City of McAllen's Master Plan (Rogelio Hernandez, P.E., individual experience, pre-G&H).
- Lull Hills Phase 1 Subdivision – fully permitted and approved by Hidalgo County Drainage District No. 1 and the City of La Villa (G&H firm project).

Tab D

Familiarity with Applicable Rules and Regulations

A. Statement of Familiarity

G&H's team maintains direct, demonstrated familiarity with the following:

- Executive Order 11988 – Floodplain Management: direct CLOMR/floodplain-conversion experience (Tres Lagos, Zone A → Zone AE), gained individually by QA/QC Lead Rogelio Hernandez, P.E. prior to founding G&H.
- Floodplain permitting: sustained coordination with Hidalgo County Drainage District No. 1, City of McAllen, Cameron County Drainage District No. 5, and City of Primera floodplain review processes.
- TxDOT specifications/standards: utility and driveway permitting, ROW coordination, and RULIS submissions (Tierra de Matreros; various HCDD1/TxDOT-adjacent subdivisions).
- Texas Government Code § 2254.001 et seq. (Professional Services Procurement Act): acknowledged and understood – no fee proposal is included in this submittal per RFQ instructions.
- FEMA Region 6 Hazard Mitigation Assistance documentation and SHPO coordination requirements: developing – see notes below.

Cameron County & South Texas Regional Familiarity

Harlingen sits within Cameron County, where G&H already holds direct firm-level project experience – including Tierra de Matreros (City of Combes) – and where QA/QC Lead Rogelio Hernandez, P.E. individually gained additional experience prior to founding G&H through the Camino Real infrastructure project with Harlingen Water Works. G&H's broader South Texas practice also includes civil infrastructure, drainage, and permitting work in the City of Primera and City of Brownsville. This work has required coordination with Cameron County Drainage District No. 5, La Feria Irrigation District, and Cameron County right-of-way processes – the same flat-terrain, shallow-outfall, irrigation-district-influenced drainage environment governing the Treasure Hills Boulevard corridor. G&H's design process is built around field-verified elevations, confirmed outfall assumptions, and coordinated infrastructure placement appropriate to this specific regional context.

B. Certification Regarding Debarment and Suspension

The completed Certification Regarding Debarment and Suspension form will be included in appendix A, together with all other required City-issued forms, certifications, and compliance documentation.

C. Conflict of Interest Questionnaire / MBE Certification

The completed Conflict of Interest Questionnaire (CIQ), Minority Business Enterprise (MBE) Certification, and all other required City-issued forms and certifications will be included in appendix A.

MBE/DBE status: Garza & Hernandez, PLLC is not currently certified as a DBE, MBE, or WBE. Under 49 CFR Part 26, Title VI of the Civil Rights Act, and Texas Government Code §2161, G&H supports nondiscriminatory contracting practices and maintains full compliance with applicable federal and state fair-competition requirements.

D. Insurance Coverage

The completed Insurance form will be included in appendix A, together with all other required City-issued forms, certifications, and compliance documentation.

Coverage Type	Harlingen RFQ Minimum	G&H Current Coverage (per ACORD certificate on file)
Workers Compensation / Employers Liability	$500,000 each accident / disease (policy & each employee)	PENDING – not shown on certificate on file; confirm with carrier
Commercial General Liability	$1,000,000 each occurrence / $2,000,000 aggregate	Meets minimum – $1,000,000 / $2,000,000 per current ACORD certificate
Commercial Automobile Liability	$500,000 each accident	PENDING – limit not shown on certificate on file; confirm with carrier
Professional Liability (E&O)	$1,000,000 each claim / $2,000,000 aggregate	Meets minimum – $1,000,000 / $2,000,000 per current ACORD certificate

F. Fee Proposal

Per RFQ instructions, no pricing or fee information is included anywhere in this Statement of Qualifications. Fee will be negotiated separately in accordance with 2 CFR § 200.320(b)(2)(iv) and the Texas Professional Services Procurement Act.

Appendix A

In accordance with the requirements of RFQ No. 2026-11, Garza & Hernandez, PLLC will complete and submit all required attachments and certifications as part of the complete SOQ package. The following attachments will be included as specified in the RFQ:

No.	Tittle
01	Bidders Registration
02	Response Evaluation Form
03	Reference Form
04	Business Data Certification
05	Conflict of Interest Questionnaire
06	Insurance Coverage

Bidder Registration Information

IF YOUR COMPANY IS INTERESTED IN PARTICIPATING, PLEASE EMAIL THE REGISTRATION INFORMATION BELOW TO PURCHASING@HARLINGENTX.GOV TO REQUEST A BID PACKET.	
Company Name:	Garza and Hernandez, PLLC
Company Address:	7337 E Owassa Rd
Phone #:	(956) 212-0484
Fax#:	N/A
Contact Person Name(s):	Jacob Garza
Email Address(s):	jacob@garzahernandez.com
HUB Certified (Yes/No):	No
HUB Certification#:	N/A

RESPONSE EVALUATION FORM

(Note: To be filled out by Evaluation Committee)

RFQ NO. 2026-11 PROFESSIONAL ENGINEERING SERVICES CITY OF HARLINGEN TREASURE HILLS BLVD STORM SEWER IMPROVEMENTS (SYS#008) – PHASE 1

Selection Criteria	*RIF	Score
1. Approach to Scope of Work	(35 points)	( )
2. Experience and Professional Qualifications of the Firm and Team	(35 points)	( )
3. Firm Capability and Past Experience	(15 points)	( )
4. Familiarity with Applicable Rules and Regulations	(15 points)	( )

Total Score _____

Respondent: Garza and Hernandez, PLLC

Evaluator:_____ Date: _____

REFERENCE FORM

The following information shall be required to accompany all bid submittals.

1. Local company's business name and business information.

Company name: Garza and Hernandez PLLC

Address: 7337 E. Owassa Rd Edinburg TX 78542

Contact Person: Jacob Garza

Office Phone #: (956) 212-0484 Mobile #: (956) 212-3898

Email Address: jacob@garzahernandez.com

2. Your Corporate Company's name and business information.

Corporate name: Garza and Hernandez PLLC

Address: 7337 E, Owassa Rd Edinburg TX 78542

Office Phone #: (956) 212-3898 Mobile #: _____

Email Address: rogelio@garzahernandez.com

3. Does your company participate in Cooperative Contract Pricing? YES / NO (select below)

___ BuyBoard (TASB) ___ H-GAC ___ Choice Partners ___ GSA ___ ASC
___ OMNIA Partners ___ TXMAS ___ Sourcewell ___ TIPS ___ TCI
___ TXSmartBuy ___ TXDIR ___ Other: _____

CO-OP Contract #: _____ Effective Dates: _____ to _____

4. A minimum of 3 references (local preferred).

Company Name	Contact Name	Phone	Email
1. South Texas College	David Valdez	(956) 872-2347	dvaldez_1722@southtexascollege.edu
2. Hidalgo County DD No. 1	Isaac Gonzalez, P.E.	(956) 460-2608	isaac.gonzalez@hcdd1.org
3. Sharyland Water Supply	Isidro Gutierrez, P.E.	(956) 585-6081	igutierrez@sharylandwater.com

5. Municipal projects (local preferred):

Municipality Name	Project Name	Amount	Completion Date
1. City of McAllen	STC Pecan Campus Admin Building A Parking Lot	~$300,000	April 2024

Contact Name, Phone, Email: David Valdez | (956) 872-2347 | dvaldez_1722@southtexascollege.edu

2. City of McAllen | STC Pecan West Parking and Site Improv. | ~$2.6 million | Ongoing

Contact Name, Phone, Email: David Valdez | (956) 872-2347 | dvaldez_1722@southtexascollege.edu

3. City of Alton | Cardinal landing Subdivision | $2.3 million | Aug 2025

Contact Name, Phone, Email: Elizabeth Balderas | (956) 537-8117 | ebalderas_6527@yahoo.com

4. City of Primera | Hand Village Subdivision | $2.4 million | Jan 2025

Contact Name, Phone, Email: Jacobo Garza | (956) 739-1000 | jgarzagst@yahoo.com

5. City of Combes | Tierra de Matreros | ~$250,000 | Aug 2025

Contact Name, Phone, Email: John Ezequiel Sanchez | (956) 756-3902 | jezequielsanchez@yahoo.com

BUSINESS DATA CERTIFICATION

Name of Firm: Garza and Hernandez, PLLC

Address: 7337 E Owassa Rd, Edinburg, TX 78542

Number of Years in contracting business under present name: 3 Years

Type of work performed by your firm: Civil Engineering

Have you ever failed to complete any work awarded to you? (Y/N) No

Have you ever defaulted on a contract? (Y/N) No

He/She certifies that:

(a) The legal name and the business address of the undersigned are:

Garza and Hernandez, PLLC

7337 E Owassa Rd, Edinburg, TX 78542

(b) The undersigned is : **(Circle One)**

A Single Proprietorship A Corporation organized in the State of _____

A Partnership Other Organization Professional Limited Liability Company (PLLC)

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
Jacob Garza, P.E.	Principal Engineer	7337 E Owassa Rd, Edinburg, TX 78542
Rogelio Hernandez, P.E.	Director of Development	7337 E Owassa Rd, Edinburg, TX 78542

(d) The name and addresses of all other persons having a substantial interest in the undersigned, and the nature of the interest are:

NAME	ADDRESS	NATURE OF INTEREST

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are:

NAME	ADDRESS	TRADE CLASSIFICATION

GST Construction, Inc.	3901 Pecan Blvd, McAllen, TX 78501	General Civil Contractor

Jacob Garza

NAME OF AUTHORIZED REPRESENTATIVE (printed)



SIGNATURE OF AUTHORIZED REPRESENTATIVE

July 13, 2026

DATE

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

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

By law this questionnaire must be filed with the records administrator of the local government entity no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, local Government Code. An offensive under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

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

N/A

2 ☐ **Check this box if you are filling an update to a previously filed questionnaire.**

n/a

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

n/a _____

Name of Officer

This section, (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☒ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or Coordinator, or holds an ownership of 10 percent or more?

☐ Yes ☒ No

D. Describe each employment or business relationship with the local government officer named in this section..

n/a

4

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/09/2026

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

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

PRODUCER	CONTACT NAME:	
Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	PHONE (A/C, No, Ext): (855) 222-5919	FAX (A/C, No):
	E-MAIL ADDRESS: support@nextinsurance.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Next Insurance US Company	16285
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
GARZA AND HERNANDEZ ENGINEERING
7337 E Owassa Rd
Edinburg, TX 78542

COVERAGES **CERTIFICATE NUMBER:** 865992286 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		NXT3YYXCLF-03-GL	03/08/2026	03/08/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000.00 $100,000.00 $15,000.00 $1,000,000.00 $2,000,000.00 $2,000,000.00
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		NXTJX7CPRT-00-WC	04/24/2026	04/24/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $100,000.00 $100,000.00 $500,000.00
A	Professional Liability (Errors & Omissions) CLAIMS-MADE			NXTRHY497F-03-PL	03/08/2026	03/08/2027	Per Claim Limit: Aggregate Limit: Per Claim Deductible:	$1,000,000.00 $1,000,000.00 $2,000.00

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

The Certificate Holder is Hidalgo County Planning and Permitting. This Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. All Additional Insured privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER

City of Harlingen Purchasing Department
404 S. 54th St, Harlingen, TX
78550

LIVE CERTIFICATE

Click or scan to view

CANCELLATION

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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Bid #9

HANSON

COPY

RFQ NO. 2026-11

PROFESSIONAL ENGINEERING SERVICES

TREASURE HILLS BOULEVARD STORM SEWER IMPROVEMENTS

CITY OF HARLINGEN

JULY 14, 2026



Paolina Vega, CE, CFM | Senior Project Manager/Vice President
410 N. Ed Carey Drive, Suite A1, Harlingen, TX 78550
pvega@hanson-inc.com | 956-541-1155

July 14, 2026

Marie Leal
Procurement Supervisor
City of Harlingen
404 S. 54th Street
Harlingen, TX 78550

RE: City of Harlingen, RFQ No. 2026-11 Professional Engineering Services
Treasure Hills Boulevard Storm Sewer Improvements
(SYS#008 & SYS#018) FEMA/TDEM Project Number DR4485-0246

Dear Ms. Leal,

Hanson Professional Services Inc. (Hanson) is pleased to submit our Statement of Qualifications in response to RFQ No. 2026-11 for) for the City of Harlingen (City). We appreciate the opportunity to support the City in advancing this important flood mitigation project under the FEMA Hazard Mitigation Grant Program.

Our team understands that this project is focused on improving drainage capacity and reducing flooding impacts through the replacement of existing storm sewer infrastructure and the connection of Storm Sewer Systems 008 and 018. The work includes development of approximately 2,360 linear feet of larger diameter reinforced concrete pipe, along with associated manholes and inlets, to meet current City standards and improve system performance.

In addition, the project requires a comprehensive approach that integrates data collection, utility coordination, preparation of construction plans, specifications and estimates, and completion of a FEMA-compliant hydrologic and hydraulic (H&H) study and benefit-cost analysis (BCA). Environmental coordination, floodplain compliance, and documentation to meet FEMA and TDEM requirements are also key components of the effort.

NAME OF CONTRACTING AGENT

Hanson Professional Services Inc.

PRIMARY OFFICE LOCATION

410 N Ed Carey Drive, Suite A1
Harlingen, TX 78550
956-541-1155

PRIMARY CONTACT PERSON/ AUTHORIZED REPRESENTATIVE

Paolina Vega, PE, CFM
Senior Project Manager/Vice President
401 N. Ed Carey Drive, Suite A1
Harlingen, TX 78550
956-541-1155 (Phone)
PVega@hanson-inc.com

Hanson is committed to providing a highly qualified, multidisciplinary team to deliver these services efficiently and in alignment with the City's schedule goals. Our team is structured to provide responsive coordination, proactive utility engagement, and thorough QA/QC throughout design development. We understand the importance of delivering complete, accurate, and funding-compliant documents within the required timeframe and will dedicate the resources necessary to meet or exceed the City's expectations.

We believe Hanson is uniquely qualified to support the City of Harlingen based on our extensive experience with storm sewer design, flood mitigation planning, and FEMA Hazard Mitigation Assistance projects. Our team brings a strong understanding of Region 6 requirements, benefit-cost analysis development, and floodplain coordination, paired with a proven ability to deliver technically sound, constructable solutions. Just as important, we prioritize clear communication, reliability, and partnership with our clients. Our familiarity with Texas municipal processes and commitment to responsive service, position us to deliver a project that is both technically successful and aligned with the City's long-term infrastructure goals. Thank you for your consideration. We look forward to the opportunity to partner with the City of Harlingen on this project.

Sincerely,
Hanson Professional Services Inc.



Paolina Vega, PE, CFM
Senior Project Manager / Vice President

TABLE OF CONTENTS



TAB A — Approach to Scope of Work
Page 1



TAB B — Experience and Professional Qualifications of the Firm and Team
Page 7



TAB C — Firm Capability and Past Experience
Page 13



TAB D — Familiarity With Applicable Rules and Regulations
Page 21



APPROACH TO SCOPE OF WORK

A



SECTION 1 - PROJECT UNDERSTANDING



The City of Harlingen is undertaking a critical flood mitigation project along Treasure Hills Boulevard to improve the hydraulic performance of Storm Sewer Systems 008 and 018 through the replacement of undersized storm drainage infrastructure and the establishment of hydraulic connectivity between the systems. Proposed improvements include replacing existing storm sewer infrastructure with larger-diameter reinforced concrete pipe, constructing associated drainage structures, and installing the infrastructure necessary to hydraulically connect the two systems.

Based on our preliminary review of the City's Drainage Master Plan, the existing storm sewer infrastructure does not provide adequate conveyance capacity during major rainfall events, resulting in localized ponding and recurring flooding along Treasure Hills Boulevard and adjacent properties. The proposed improvements are intended to eliminate hydraulic deficiencies, increase system capacity, improve operational resiliency, and reduce flood risk within the project area.

A primary objective is the hydraulic integration of Storm Sewer Systems 008 and 018 to create a more efficient and resilient drainage network. We understand that both systems ultimately discharge to Emerald Lake, which provides intermediate storage and conveyance before discharging to the Arroyo Colorado. By interconnecting the systems and increasing conveyance capacity, the City will improve peak-flow distribution, reduce hydraulic surcharge, optimize available watershed storage, and enhance overall drainage system performance while minimizing localized flooding.

Successful project development requires a comprehensive evaluation of watershed hydrology and hydraulic conditions, including assessment of existing and proposed system performance, upstream and downstream impacts, outfall conditions, and receiving-water capacities. The hydraulic evaluation must demonstrate that the proposed improvements achieve the intended flood mitigation benefits without adversely affecting downstream infrastructure or regulatory floodplain conditions and remain consistent with applicable local, state, and FEMA requirements.

The project is funded through FEMA's Hazard Mitigation Assistance (HMA) Program and must satisfy all applicable federal requirements, including preparation of a FEMA-compliant Hydrologic and Hydraulic (H&H) Study and Benefit-Cost Analysis (BCA) demonstrating measurable reductions in flood risk and associated damages. Project documentation must also address applicable FEMA Region 6 guidance, Executive Order 11988 requirements, National Flood Insurance Program (NFIP) regulations, and any required floodway no-rise analyses.

SECTION 2 - PROJECT APPROACH

Hanson will provide engineering services to deliver a permit-ready, FEMA-compliant drainage improvement project that meets the City's accelerated six-month delivery schedule. Our integrated approach combines project management, hydrologic and hydraulic analysis, utility coordination, environmental compliance, and final engineering design to improve the hydraulic performance of Storm Sewer Systems 008 and 018, increase conveyance to Emerald Lake, and reduce flood risk throughout the contributing watershed. The following graphic below provides a visual summary of Hanson's approach to this project.

MANAGE

Project Controls & Coordination

Dedicated Project Manager
Schedule Management
Stakeholder Coordination
Monthly Progress Reporting
QA/QC Oversight

ANALYZE

Existing Conditions & Technical Evaluation

Drainage Data Review
FEMA & GIS Assessment
Field Verification
Hydrologic Modeling
Hydraulic Analysis

DELIVER

Utility Coordination & Final Design

Utility Conflict Resolution
Storm Sewer Design
Plans & Specifications
OPCC Development
Permit-Ready Documents

Project Management and Coordination

Effective project management is fundamental to successful project delivery. Paolina Vega, PE, CFM, will serve as the dedicated Project Manager and the City's primary point of contact. She will be responsible for overall project execution, schedule management, resource coordination, quality assurance, and communication with City staff, regulatory agencies, and project stakeholders.

Project management activities will include a project kickoff meeting, development of a detailed work plan and project schedule, coordination meetings, monthly progress reporting, document control, action item tracking, and ongoing coordination with the City throughout design development. Our proactive communication process allows technical issues to be identified and resolved early, helping maintain the project schedule and minimize risk.

Existing Conditions and Technical Evaluation

Our team will begin by compiling and evaluating available project information, including previous drainage studies, the City's Drainage Master Plan, the HUC-10 Flood Protection Plan, available survey and utility information, GIS mapping, FEMA floodplain data, and existing record drawings. Field investigations will be performed to verify existing infrastructure, evaluate drainage conditions, document outfall characteristics, and identify physical constraints that may influence design. This information will establish the technical foundation for hydrologic and hydraulic modeling, environmental evaluations, utility coordination, and final design.

Utility Coordination and Engineering Design

Recognizing the complexity of constructing drainage improvements within an active urban corridor, Hanson will initiate utility coordination early in the design process to identify potential conflicts and reduce construction risk. Utility coordination efforts will include development of a comprehensive utility base map, evaluation of utility conflicts and critical crossings, coordination with utility owners, assessment of avoidance or relocation alternatives, incorporation of utility conflict information into the construction documents, and preparation of required utility notification documentation. Early coordination minimizes unforeseen conflicts during construction and supports efficient project delivery.

Engineering design will be guided by the results of the hydrologic and hydraulic analyses and the existing conditions assessment to develop improvements that maximize hydraulic performance while maintaining constructability and compliance with City standards.

Design services will include the sizing and layout of storm sewer improvements; design of reinforced concrete storm sewer systems, manholes, inlets, and associated drainage structures; evaluation of utility crossings; pavement restoration; traffic control measures; erosion and sediment control; and preparation of complete construction plans and project details. Final design documents will include all plan sheets required by the RFQ and will be prepared for bidding and construction.

Hanson will prepare technical specifications and contract documents utilizing applicable City of Harlingen and Cameron County Drainage District No. 3 standards. The project manual will define material requirements, construction methods, testing procedures, quality assurance requirements, and coordination requirements to facilitate competitive bidding and successful construction while supporting FEMA documentation requirements.

Detailed quantity calculations will be developed directly from the final construction documents to maintain consistency between the plans and the Engineer's Opinion of Probable Construction Cost (OPCC). Cost estimates will incorporate current regional construction costs and recent bid histories. Bid schedules and proposal forms will be prepared to support future procurement activities and FEMA funding documentation.

Quality Assurance and Project Delivery

Hanson's Quality Management Program incorporates independent Quality Assurance/Quality Control (QA/QC) reviews at key project milestones to verify technical accuracy, consistency, and constructability. Senior engineers independent of the design team will review engineering calculations, hydrologic and hydraulic analyses, construction plans, specifications, quantities, and cost estimates to confirm compliance with applicable City and FEMA requirements.

Through disciplined project management, rigorous technical evaluation, and continuous coordination with the City, Hanson will deliver a high-quality, constructable drainage improvement project that meets the City's flood mitigation objectives, satisfies FEMA funding requirements, and is positioned for successful permitting, bidding, and construction.

SECTION 3 - PROPOSED METHODOLOGY FOR HYDROLOGIC AND HYDRAULIC ANALYSIS, FEMA COORDINATION, AND BENEFIT-COST ANALYSIS

Hydrologic Analysis

The hydrologic evaluation will establish runoff characteristics within the project watershed and provide design inflows for hydraulic modeling under existing and proposed conditions. Hanson will compile and evaluate available watershed data, including topographic mapping, rainfall records, drainage studies, GIS datasets, and existing storm drainage infrastructure, to accurately characterize watershed response.

Using accepted engineering methodologies, we will delineate drainage boundaries and contributing subbasins, evaluate existing drainage patterns, and develop hydrologic models to simulate runoff for the required design storm events. Consistent with the RFQ requirements, the analyses will evaluate both the 1-percent Annual Exceedance Probability (100-year) and 0.2-percent Annual Exceedance Probability (500-year) storm events. The resulting hydrologic model will establish design discharges and provide the basis for evaluating the hydraulic performance of the proposed drainage improvements.

Hydraulic Analysis and System Modeling

Building upon the hydrologic analysis, Hanson will develop a comprehensive hydraulic model of Storm Sewer Systems 008 and 018 to evaluate existing system performance and quantify the benefits of the proposed improvements. The analysis will assess storm sewer capacity, hydraulic grade lines, inlet performance, surcharge conditions, and system interactions to identify hydraulic deficiencies and verify the effectiveness of the proposed design.

Particular emphasis will be placed on evaluating the hydraulic integration of Storm Sewer Systems 008 and 018 and their conveyance to Emerald Lake and ultimately the Arroyo Colorado. Existing and proposed conditions will be compared to quantify changes in flow distribution, water surface elevations, flood extents, and system capacity while confirming that the proposed improvements do not adversely affect upstream or downstream drainage conditions. The analysis will also identify any remaining hydraulic constraints and confirm that the proposed improvements achieve the intended flood mitigation objectives.

Hydraulic Modeling Platform and Geospatial Analysis

Hanson will utilize industry-standard hydrologic, hydraulic, and geospatial modeling platforms widely accepted by FEMA and regulatory agencies. Depending on project requirements, modeling tools may include HEC-HMS for watershed hydrology, EPA SWMM for storm sewer system analysis, HEC-RAS for one- and two-dimensional hydraulic and floodplain evaluations, ArcGIS Pro for watershed delineation and spatial analysis, and AutoCAD Civil 3D for integrating engineering design and utility information.

High-resolution terrain models and GIS datasets will be incorporated throughout the analysis to support floodplain mapping, water surface elevation development, flood depth calculations, and spatial evaluation of project benefits. All model files, mapping products, and supporting datasets will be developed to facilitate FEMA review and support future project implementation.

FEMA Coordination and Floodplain Compliance

Because this project is funded through FEMA's Hazard Mitigation Assistance Program, FEMA compliance requirements will be integrated throughout project development rather than treated as a standalone task. Hanson will coordinate closely with the City of Harlingen, the Texas Division of Emergency Management (TDEM), FEMA Region 6, and other regulatory agencies so technical analyses and supporting documentation satisfy all applicable federal requirements.

Our team will prepare a signed and sealed H&H Study supported by engineering calculations, hydraulic model documentation, flood elevation analyses, and technical exhibits demonstrating project effectiveness. We will also evaluate compliance with applicable floodplain regulations, including Executive Order 11988, National Flood Insurance Program (NFIP) requirements, and other FEMA guidance. If project improvements encroach upon the regulatory floodway, Hanson will perform the required analyses and prepare supporting documentation demonstrating compliance with applicable no-rise requirements.

Benefit-Cost Analysis

Hanson will prepare a FEMA-compliant Benefit-Cost Analysis (BCA) using the current FEMA BCA Toolkit to demonstrate the economic feasibility of the proposed improvements. The BCA will be integrated with the H&H analysis to establish a defensible relationship between hydraulic performance improvements and measurable reductions in flood-related damages.

The analysis will include identifying benefiting structures, developing existing and proposed flood depths, compiling structure characteristics and replacement values, applying FEMA-approved depth-damage functions, and calculating avoided damages resulting from project implementation. All assumptions, methodologies, and non-default inputs will be fully documented to facilitate FEMA review and approval.

By integrating hydraulic modeling results with the economic analysis, the BCA will demonstrate reductions in flood losses achieved through increased storm sewer capacity, hydraulic integration of Storm Sewer Systems 008 and 018, improved conveyance to Emerald Lake, and enhanced drainage performance throughout the contributing watershed.

SECTION 4 - PROPOSED APPROACH TO ENVIRONMENTAL & HISTORIC PRESERVATION COORDINATION

Our team understands that successful delivery of the Treasure Hills Boulevard Storm Sewer Improvements project requires early and continuous integration of environmental compliance, historic preservation coordination, floodplain management, and permitting activities. Because the project is funded through FEMA's Hazard Mitigation Assistance Program, environmental and historic preservation (EHP) requirements must be satisfied before the project can advance to implementation and funding approval. Our approach is designed to proactively identify potential constraints, minimize regulatory risk, and provide the City with a complete, FEMA-compliant project package.

Environmental Coordination Approach

Environmental coordination will begin during project initiation and continue throughout planning and design. Our team will compile available environmental data, review FEMA environmental requirements, and evaluate project impacts within the proposed improvement corridor. Particular attention will be given to drainage system features, Emerald Lake, adjacent floodplain areas, and environmentally sensitive resources that could affect project development. Key environmental coordination activities will include:

- Collection of project location information and GIS mapping.
- Documentation of project limits and anticipated areas of disturbance.
- Identification of environmentally sensitive resources within or adjacent to the project area.

- Preparation of project descriptions, exhibits, and supporting documentation required for FEMA Environmental and Historic Preservation review.
- Coordination with regulatory agencies as necessary to facilitate environmental compliance.
- Preparation of environmental documentation supporting FEMA and TDEM review requirements.

Environmental considerations will be incorporated into design development to avoid or minimize impacts where feasible while maintaining the project's flood mitigation objectives.

Floodplain Compliance & Executive Order 11988 Coordination

Portions of the proposed storm sewer improvements may be located within the FEMA-regulated floodplain and potentially within the regulatory floodway. As a result, compliance with Executive Order 11988 (Floodplain Management) and FEMA floodplain regulations will be a critical component of project development. Our approach includes:

- Review of current FEMA Flood Insurance Rate Maps (FIRMs).
- Identification of project components located within Special Flood Hazard Areas.
- Evaluation of floodplain and floodway impacts associated with the proposed improvements.
- Coordination with the City's Floodplain Administrator.
- Development of supporting technical documentation demonstrating compliance with floodplain management requirements.
- Incorporation of floodplain considerations into final project design and permitting activities.

Because the proposed improvements ultimately convey stormwater through Systems 008 and 018 to Emerald Lake and then the Arroyo Colorado, the Hydrologic and Hydraulic (H&H) analysis will evaluate both upstream and downstream impacts to confirm the project does not create adverse flooding conditions elsewhere in the watershed. This analysis will serve as the technical basis for FEMA floodplain compliance documentation and project approval.

Floodway Analysis and No-Rise Certification

Portions of the project may be located within the regulatory floodway and are therefore subject to FEMA requirements that prohibit encroachments resulting in increases in flood levels during the base flood event. To address this requirement, our team will:

- Evaluate all proposed improvements relative to mapped floodway boundaries.
- Perform detailed hydraulic modeling of existing and proposed conditions.
- Assess any potential impacts to base flood elevations.
- Prepare a No-Rise Analysis and supporting documentation, if required.
- Provide a signed engineering certification documenting compliance with FEMA floodway requirements.

This effort will support compliance with FEMA, local floodplain management, and regulatory review requirements while maintaining Hazard Mitigation Assistance funding eligibility.

Permitting Strategy

Our permitting strategy focuses on identifying required approvals early and coordinating proactively with regulatory agencies to avoid schedule delays. Potential permitting and coordination activities may include:

- Local floodplain development permits.
- Municipal drainage and right-of-way approvals.
- Utility-related coordination permits.
- Environmental agency consultations, if required.
- FEMA and TDEM technical review support.

A permitting matrix will be prepared during project initiation identifying responsible agencies, required submittals, review durations, and critical schedule milestones. This approach allows permitting activities to progress concurrently with engineering design and FEMA documentation.

Historic Preservation and SHPO Coordination

Compliance with Section 106 review requirements and FEMA's Environmental and Historic Preservation process requires coordination with the Texas State Historic Preservation Office (SHPO). The RFQ specifically requires consultation with SHPO and submission of the complete project package for review. Our approach to historic preservation coordination includes:

- Identification of the project's Area of Potential Effects (APE).
- Compilation of project mapping, plans, and construction limits.
- Documentation of proposed ground disturbance dimensions and depths.
- Preparation of project descriptions and technical exhibits required for review.
- Coordination with SHPO regarding project impacts.
- Submission of project documentation to SHPO.
- Documentation of agency correspondence and responses for inclusion in the FEMA EHP package.

Should SHPO identify cultural, archaeological, or historic resources requiring additional evaluation, our team will work closely with the City and FEMA to develop appropriate avoidance, minimization, or mitigation measures while maintaining project objectives.

Integrated Environmental Compliance Strategy

Our approach integrates environmental review, floodplain compliance, permitting, Executive Order 11988 requirements, and SHPO coordination into a single, coordinated process rather than treating each as a separate activity. This strategy minimizes project risk, supports the accelerated six-month project schedule, and confirms that environmental and historic preservation requirements are addressed concurrently with engineering design and FEMA documentation.

SECTION 5 - SUMMARY OF PROPOSED HYDRAULIC MODELING TOOLS, GIS CAPABILITIES, AND TECHNICAL SOFTWARE

Our team will utilize industry-standard hydraulic modeling, GIS, CAD, and FEMA analysis software to develop a technically sound, FEMA-compliant, and constructable drainage improvement project for Storm Sewer Systems 008 and 018. The selected software platforms will support watershed analysis, storm sewer network modeling, floodplain evaluations, utility coordination, plan production, environmental documentation, and Benefit-Cost Analysis development. The integration of these tools will allow efficient evaluation of existing drainage conditions, proposed improvements, hydraulic connectivity to Emerald Lake, and downstream impacts to the Arroyo Colorado.

Hydraulic and Hydrologic Modeling Software

HEC-HMS (Hydrologic Engineering Center – Hydrologic Modeling System)
HEC-HMS will be utilized to develop watershed hydrology and calculate runoff volumes, peak flows, and hydrographs for the required design storm events. The model will evaluate watershed response under existing and proposed conditions and provide inflow hydrographs for hydraulic modeling.

HEC-RAS 1D and 2D (Hydrologic Engineering Center – River Analysis System)
HEC-RAS will be used to evaluate open channel and floodplain hydraulics, assess floodway impacts, perform no-rise evaluations if required, and support Executive Order 11988 floodplain compliance analyses. The software allows evaluation of existing and proposed water surface elevations and determination of upstream and downstream hydraulic impacts.

Bentley OpenRoads Designer (ORD) Drainage and Utilities
OpenRoads Designer Drainage and Utilities will serve as the primary design platform for storm sewer system analysis and infrastructure design. ORD allows direct integration of terrain models, drainage networks, utility information, and roadway geometry into a unified engineering environment. The software will be used to:

- Develop and analyze proposed storm sewer alignments.
- Size pipes, manholes, and inlets.
- Evaluate hydraulic grade lines and energy losses.
- Assess system capacity and performance.
- Integrate drainage design with plan production.
- Generate profiles, reports, and construction-ready plan sheets.

The ORD environment allows rapid evaluation of design alternatives while maintaining consistency between hydraulic calculations and final construction documents.

Bentley StormCAD
StormCAD will be utilized for detailed hydraulic analysis of the closed storm sewer network. The software is specifically designed for storm drainage systems and provides automated pipe sizing and hydraulic calculations under a variety of storm events. Our capabilities include:

- Storm sewer network modeling.
- Pipe and inlet capacity analysis.
- Hydraulic grade line evaluation.
- Surcharge and backwater analysis.
- Peak flow conveyance evaluation.
- Optimization of proposed pipe sizes and system configurations.

StormCAD will assist in evaluating existing deficiencies and verifying that proposed improvements adequately convey runoff to Emerald Lake while reducing localized flooding within Systems 008 and 018.

HydroCAD
HydroCAD will be utilized for hydrologic modeling and watershed runoff analysis. The software provides efficient simulation of stormwater runoff and routing using accepted hydrologic methods. Our HydroCAD capabilities include:

- Watershed delineation and runoff calculations.
- Routing of runoff through storm sewer networks.
- Detention and storage analysis.
- Peak flow and hydrograph generation.
- Evaluation of multiple storm frequencies.
- Comparison of existing and proposed drainage conditions.

HydroCAD results will support both system design and FEMA Benefit-Cost Analysis development by quantifying the reduction in flood-related impacts resulting from the proposed improvements.

Geographic Information Systems (GIS) Capabilities

Hanson utilizes integrated in-house systems for design, analysis, GIS, graphics, project management, and accounting, supported by state-of-the-art networked technology. With more than 15 years of GIS experience, Hanson provides solutions ranging from field data collection and web-based mapping to server and desktop applications. As an ESRI Business Partner and ArcGIS Online Solutions Specialty award recipient, Hanson delivers integrated GIS solutions that support field, online, server, desktop, CAD, and legacy systems while incorporating built-in QA/QC processes for accurate data collection and management.

ArcGIS Pro will be used as the primary GIS platform to support:

- Watershed delineation and drainage area mapping.
- Digital terrain and elevation model development.
- FEMA floodplain mapping and analysis.
- Spatial evaluation of flood depths and flood extents.
- Utility, environmental, and infrastructure inventory mapping.
- Preparation of exhibits for FEMA, TDEM, SHPO, and City review.
- Development of GIS datasets required as part of the H&H Study deliverables.
- GIS tools will also be used to correlate hydraulic model results with affected structures for FEMA Benefit-Cost Analysis development and to prepare flood-risk mapping that clearly illustrates project benefits.

Engineering Design and CAD Software

AutoCAD Civil 3D will serve as the primary design platform for preparation of the utility base map, storm sewer design, profile development, quantity calculations, and preparation of construction plans. Civil 3D enables integration of survey, utility, and hydraulic information into a coordinated design environment. Our Civil 3D capabilities will include:

- Existing utility mapping.
- Storm sewer alignment and profile design.
- Surface modeling and grading analysis.
- Quantity takeoff support.
- Plan, profile, and detail sheet production.
- Development of 100% PS&E documents.

FEMA Benefit-Cost Analysis Software

FEMA Benefit-Cost Analysis (BCA) Toolkit

The FEMA BCA Toolkit will be used to evaluate project cost-effectiveness and quantify anticipated reductions in flood damages resulting from the proposed drainage improvements. The BCA will incorporate hydraulic modeling results, structure inventories, flood depths, and FEMA-approved depth-damage methodologies to demonstrate compliance with Hazard Mitigation Assistance funding requirements.

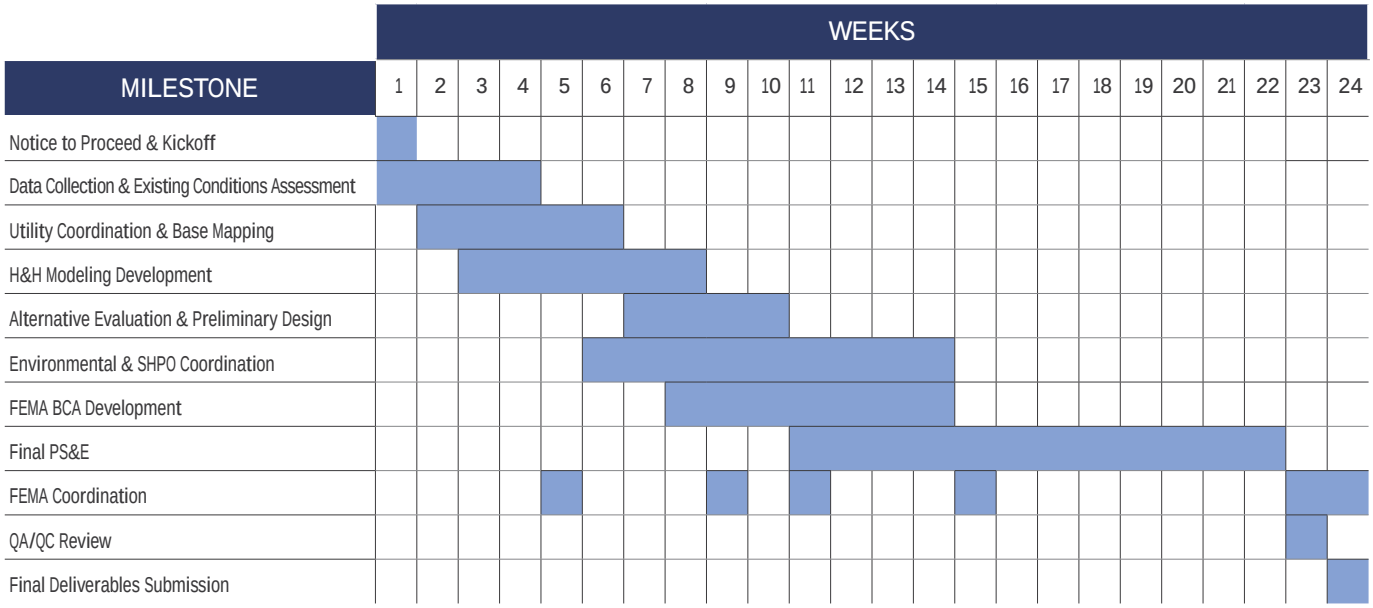
QA/QC

Having a well-defined QA/QC process saves overall project costs and assists our team with maintaining the project schedule. It is our policy to perform our services in accordance with generally accepted practices, with the primary goal of providing quality service to our clients.

Our Corporate Quality Assurance Program (CQAP) is intended to verify that services and deliverables are planned, executed, and documented to achieve applicable objectives and goals. Unless superseded by client, contract, or project-specific quality assurance requirements, our CQAP governs all project and discipline activities.

The CQAP defines the administrative controls, processes, and procedures to meet these objectives and outlines requirements for the roles and responsibilities of project team members, control of client deliverables, the management of records, and other processes. Quality Procedures (QP) include standard forms requiring signatures indicating that specified requirements have been achieved and documented and are maintained as records to provide evidence that the process was followed. The QPs include specific requirements to verify, independently check, and review deliverables.

PROPOSED SCHEDULE





EXPERIENCE AND PROFESSIONAL QUALIFICATIONS OF THE FIRM AND TEAM

B



HANSON™

Hanson Professional Services Inc., founded in 1954, is a national, employee-owned consulting firm providing engineering, planning, and allied services. We take a hands-on, partner-focused approach, working alongside our clients to understand project goals and deliver practical, results-driven solutions through all phases of project delivery. By combining technical expertise, regional familiarity, and commitment to responsive service, Hanson delivers compliant, constructible, and cost-effective solutions that support the development, improvement, and long-term performance of infrastructure.

Hanson specifically offers civil and site development, water and wastewater, drainage and stormwater, transportation, structural, geotechnical, and MEP engineering;flood mitigation and resilience planning; utility coordination; land surveying; planning and program management; commissioning and energy; asset management; GIS and data analysis; environmental coordination and permitting; waste management; and construction administration and inspection services.

Hanson is proposing the following disciplines for this project:

- Civil engineering
- Drainage engineering
- Hydraulic modeling
- Environmental services
- GIS services
- Land surveying
- Utility coordination
- FEMA compliance services

71 YEARS IN BUSINESS

500+ EMPLOYEES FIRMWIDE

4 OFFICES IN TEXAS

50+ TEXAS P.E.s

29

OFFICES:

Hanson operates 29 offices across the country. Work for this contract will be performed out of our **Harlingen and Corpus Christi, Texas offices.** We have additional offices located in:

410 N. Ed Carey Drive
Suite A1
Harlingen, TX 78550

4501 Gollihar Road
Corpus Christi, TX 78411

910 N. Waukesha Street
Bonifay, FL 32425

8075 Gate Parkway West
Suite 204
Jacksonville, FL 32216

9850 NW 41st Street
Suite 160M
Miami, FL 33178

2300 Maitland Center Parkway, Suite 310
Maitland, FL 32751

6230 University Parkway
Suite 202
Sarasota, FL 34240

1834 Hermitage Blvd
Suite 200
Tallahassee, FL 32308

103. E. College Street
Marion, IL 62959

33 N. LaSalle Street
Suite 3400
Chicago, IL 60602-2667

2441 Warrenville Road
Suite 210
Lisle, IL 60532

28261 S. Kedzie Avenue
T206
Monee, IL 60449

1689 Curran Road
Suite 203
McHenry, IL 60050

1300 W. Commerce Drive
Suite 200
Peoria, IL 61615

5710 W. Eagle Lake Road
Peotone, IL 60468

P.O. Box 1278
Belvidere, IL 61008

1525 S. Sixth Street
Springfield, IL 62703
(Headquarters)

6510 Telecom Drive
Suite 210
Indianapolis, IN 46278

2700 Moran Avenue
Suite B
Louisville, KY 40205

P.O. Box 549
Mound, MN 55364

1001 E. 101st Terrace
Suite 120
Kansas City, MO 64131

1520 S. Fifth Street
Suite 220
St. Charles, MO 63303

600 Washington Avenue
Suite 950
St. Louis, MO 63101

3110 Edwards Mill Road
Suite 201
Raleigh, NC 27612

145 Bear Crossing
Suite 100
Mount Juliet, TN 37122

13809 Research Blvd
Suite 710
Austin, TX 78750

11931 Wickchester Lane
Suite 370
Houston, TX 77043

12721 Bel-Red Road
No. 240-7
Bellevue, WA 98005

RPO Beltline
P.O. Box 13011
Calgary, AB T2R 1C6

LICENSE AND CERTIFICATIONS

Hanson is a firm registered and certified by the Texas Board of Professional Engineers and Land Surveyors (TBPELS), and is authorized to provide professional engineering and land surveying services throughout the State of Texas in compliance with all applicable statutes and regulations.



Texas Board of Professional Engineers and Land Surveyors

CERTIFICATE OF REGISTRATION

This acknowledges that

HANSON PROFESSIONAL SERVICES INC

has fulfilled the requirements of the Texas Board of Professional Engineers and Land Surveyors to offer and perform engineering services in the state of Texas.

Registration Number
F-417

Expiration Date
6/30/2026

FIRM EXPERIENCE WITH SIMILAR PROJECTS:

- Harlingen Waterworks System, FEMA Facility Generators
- City of Brownsville, Detention Pond Park
- City of Brownsville, West Brownsville Drainage Improvements
- City of Brownsville, Culverts and Sensors Improvements
- City of Brownsville, Flood and Sensors Phase II
- City of Los Fresnos, Drainage Master Plan
- City of Primera, Drainage Master Plan
- City of Los Fresnos, Resaca Escondida Drainage Improvements
- Willacy County, Sebastian/Santa Monica Area Drainage Improvements
- City of Primera, Richmond Hills Drainage Improvements
- Willacy County, LaSara Drainage Improvements
- City of Primera, Sanitary Sewer Improvements
- Willacy County, First Time Sewer Improvements
- City of Primera, First Time Sewer Improvements

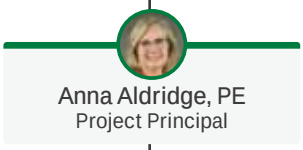
Project descriptions can be found starting on page 14.

AWARDS:

Hanson Professional Services Inc. is ENR TX/LA 2024 Design Firm of the Year. With four offices now dotting the Texas map, Hanson Professional Services Inc. provides engineering, planning and allied consulting services for clients in the aviation, government, infrastructure, industry, power and railway sectors. The firm has made a mark not only for its design achievements but also in employee ownership, a well-established commitment to diversity and community and inspiring connections with young people at colleges and universities in Texas.

(Read full article at https://www.enr.com/articles/58678-hanson-professional-services-is-enr-tx-la-design-firm-of-the-year)

CITY OF HARLINGEN



Anna Aldridge, PE
Project Principal



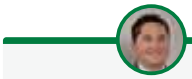
Paolina Vega, PE, CFM
Project Manager



Iris Cantu
Assistant Project Manager



Sarah DeBerry, PE
Utility Coordination



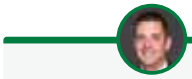
Colton Phillipp, PE, CFM
Storm Sewer Engineer



Ali Whitehead, PE
Environmental



Dustin Moore, PE
Surveyor



Brian Wozniak, PE, CFM
Storm Sewer Engineer



Jeff Bushur
Environmental



Cody Moore, PE
Surveyor

Hanson staff

Moore Land Surveying staff

**Licensing for each certified staff member can be found in the resumes on the following pages.*

HANSON ANNA ALDRIDGE, PE
Project Principal

Anna has 30 years of experience in planning, permitting, design, and construction for a wide range of environmental projects, including water, wastewater, and stormwater design and permitting, as well as municipal solid waste.

Education:
» MBA / Business Administration
» BS / Industrial Engineering

Registrations & Certifications:
» Professional Engineer / TX (#82867)

Relevant Project Experience
- FEMA Facility Generators, Harlingen Waterworks System, TX.
- Four Corners Detention Pond Park, City of Brownsville, TX.
- West Brownsville Drainage Improvements, City of Brownsville, TX.
- Culverts and Sensors Improvements, City of Brownsville, TX.
- Drainage Master Plan, City of Primera, TX.
- Drainage Master Plan, City of Los Fresnos TX.
- Resaca Escondida Drainage Improvements, City of Los Fresnos, TX.
- Richmond Hills Drainage Improvements, City of Primera, TX.
- Sebastian/Santa Monica Area Drainage Improvements, Willacy County, TX.

HANSON PAOLINA VEGA, PE, CFM
Project Manager

Paolina provides more than 23 years of experience in planning, permitting, design, and construction for a wide range of public sector projects. She served as the Cameron County Engineer and represented the County at the RGV MPO Technical Advisory Committee for three years. Her projects include stormwater design and permitting, street improvements, water, and wastewater.

Education:
» MBA / Business Administration
» BS / Civil Engineering

Registrations & Certifications:
» Professional Engineer / TX (#113357), KY (#36047)
» Certified Floodplain Manager (#3281-17N)

Relevant Project Experience
- FEMA Facility Generators, Harlingen Waterworks System, TX.
- Four Corners Detention Pond Park, City of Brownsville, TX.
- West Brownsville Drainage Improvements, City of Brownsville, TX.
- Culverts and Sensors Improvements, City of Brownsville, TX.
- Flood and Sensors Phase II, City of Brownsville, TX.
- Drainage Master Plan, City of Primera, TX.
- Drainage Master Plan, City of Los Fresnos TX.
- Resaca Escondida Drainage Improvements, City of Los Fresnos, TX.
- Richmond Hills Drainage Improvements, City of Primera, TX.
- Sebastian/Santa Monica Area Drainage Improvements, Willacy County, TX.

HANSON IRIS CANTU
Assistant Project Manager

Iris has 14 years of experience planning, permitting, design, and construction services for a wide range of public sector projects including water, wastewater, housing rehab, and street improvements. These projects have required coordination with agencies including the Texas Commission on Environmental Quality, the Texas Department of Transportation, and the U.S Department of Agriculture.

Education:
» BS / Civil Engineering

Relevant Project Experience
- FEMA Facility Generators, Harlingen Waterworks System, TX.
- Four Corners Detention Pond Park, City of Brownsville, TX.
- West Brownsville Drainage Improvements, City of Brownsville, TX.
- Culverts and Sensors Improvements, City of Brownsville, TX.
- Flood and Sensors Phase II, City of Brownsville, TX.
- Drainage Master Plan, City of Primera, TX.
- Drainage Master Plan, City of Los Fresnos TX.
- Sebastian/Santa Monica Area Drainage Improvements, Willacy County, TX.

COLTON PHILLIPP, PE, CFM
Storm Sewer Engineer

Colton's 12 years of experience encompass general civil engineering design, including site development and drainage systems. He is proficient in AutoCAD Civil 3D, ArcMap GIS, HEC-HMS, HEC-RAS, Adobe Acrobat, Microsoft Excel, Microsoft Word, and Microsoft PowerPoint.

Education:
» BS / Biological and Agricultural Engineering

Registrations & Certifications:
» Professional Engineer / TX (132226)
» Certified Floodplain Manager (#4352-22N)

Relevant Project Experience

- FEMA Facility Generators, Harlingen Waterworks System, TX.
- Four Corners Detention Pond Park, City of Brownsville, TX.
- West Brownsville Drainage Improvements, City of Brownsville, TX.
- Culverts and Sensors Improvements, City of Brownsville, TX.
- Flood and Sensors Phase II, City of Brownsville, TX.
- Drainage Master Plan, City of Primera, TX.
- Drainage Master Plan, City of Los Fresnos TX.
- Resaca Escondida Drainage Improvements, City of Los Fresnos, TX.
- Richmond Hills Drainage Improvements, City of Primera, TX.

BRIAN WOZNIAK, PE, CFM
Storm Sewer Engineer

Brian has over 34 years of experience in project management, watershed modeling and master planning, floodplain and floodway modeling, water quality analysis, erosion control, grading erosion, sediment control plans, dam failure analysis, and hydrologic and hydraulic modelin. He is well-versed in various computer applications, including SRH-2D, HEC-RAS (1D and 2D), HEC-2, HEC-HMS, HEC-1, EPASWMM, ICPR, ArcGIS, AutoCAD Land Desktop, HydroCAD, TR-20, HY8, StormCAD, CulvertMaster, CUHP, UDSEWER, and WaterCAD.

Education:
» MBA / Business Administration
» BS / Civil Engineering

Registrations & Certifications:
» Professional Engineer / AL, CO, FL, GA, IL, MO, OH, PA, UT, VA
» Certified Floodplain Manager (#11-00605)

Relevant Project Experience

- Drainage Master Plan, City of Primera, TX.
- Drainage Master Plan, City of Los Fresnos TX.
- FEMA Floodplain Analysis, City of Macomb, IL.
- Wildcat Creek FEMA Floodplain Analysis, City of Kokomo, IN.
- General Engineering Services, South Florida Water Management District, FL.
- Beverly Hills Drainage Retrofit, Citrus County, FL.
- Seminole Stormwater Remodel, South Florida Water Management District, FL.
- Bay Colony Swale Erosion, Collier County, FL.

SARAH DEBERRY, PE
Assistant Project Manager

Sarah has over 9 years of experience managing and developing aspects of planning, right of way, PS&E and construction phase services for major municipal capital improvement projects. She is also an active member of the ASCE-Rio Grande Valley chapter.

Education:
» BS / Civil Engineering

Registrations & Certifications:
» Professional Engineer / TX (#146400)

Relevant Project Experience

- West Brownsville Drainage Improvements, City of Brownsville, TX.
- Old Highway 77 Improvements, City of Brownsville, TX.
- Arroyo Colorado Kayak Launch, City of Harlingen, TX.
- Arroyo Colorado Trail Extension, City of Harlingen, TX.
- Gladys Porter Zoo Water/Wastewater Improvements, City of Brownsville, TX.
- Catlett Road Relocation, Norfolk Southern Railway Company, VA.

HANSON JEFF BUSHUR
Environmental Specialist

Jeff has 33 years of experience includeing water-quality analysis, habitat assessments, wetland delineation, Section 404 permitting, and wetland mitigation design. Additionally, he is a technical specialist and the primary author of environmental assessments, environmental impact statements, and other NEPA documents for transportation-related studies. He has previous experience in water and wastewater treatment, environmental health, and laboratory analysis.

Education:
» MS / Environmental Biology
» BS / Environmental Biology

Relevant Project Experience
- FEMA Facility Generators, Harlingen Waterworks System, TX.
- Drainage Master Plan, City of Los Fresnos TX.
- Resaca Escondida Drainage Improvements, City of Los Fresnos, TX.
- Fifth Street Sanitary Sewer Extension, City of Lincoln, IL.
- US 231/US 41/US 50 Drainage Ditch Correction, InDOT, IN.

HANSON ALI WHITEHEAD
Environmental Scientist

Ali has 7 years of experience in environmental documentation and permitting, traffic noise modeling, and managing the design of small structure projects. She has prepared environmental reports including waters reports, Categorical Exclusion documents, and site assessment and management investigations and has conducted field work including wetland delineations, traffic noise monitoring, and bat investigations.

Education:
» BS / Environmental and Ecological Engineering

Registrations & Certifications:
» Professional Engineer / NC (#061779)

Relevant Project Experience
- Drainage Master Plan, City of Los Fresnos TX.
- Resaca Escondida Drainage Improvements, City of Los Fresnos, TX.
- Lift Stations Evaluation and Rehabilitation, City of Primera, TX.
- Bejerano-McFarland Trail Extension, City of Port Isabel, TX.

MOORE LAND SURVEYING DUSTIN MOORE, PE, CFM
Surveyor

Dustin has over 19 years of experience in project management facility planning, permitting, design engineering and project management of roadways, paving, pipelines (water, sewer, and irrigation), residential and commercial development, linear parks and trailways, stream restoration and erosion repairs, and drainage facilities.

Education:
» BS / Agricultural Engineering

Registrations & Certifications:
» Professional Engineer / TX (#119107)
» Certified Floodplain Manager

Relevant Project Experience
- Ed Carey Drainage Improvements, City of Harlingen, TX.
- FIF Drainage Modeling, Cameron County Drainage District No. 3, TX.
- Hickory Hill Detention Pond Expansion, Cameron County Drainage District No. 6, TX.
- N. Main Drain Widening & Regional Detention Ponds, Cameron County Drainage District No. 5, TX.

MOORE LAND SURVEYING CODY MOORE, RPLS
Surveyor

Cody has 17 years of experience managing multiple survey crews including their daily workloads, quality control, project budgets, and client invoicing. His land surveying experience includes boundary surveys, ALTA surveys, topographic surveys, construction stake-out, subdivision of commercial and residential land, right-of-way, and deed research.

Education:
» BS / Agricultural Engineering

Registrations & Certifications:
» Registered Professional Land Surveyor / TX (#6370)

Relevant Project Experience
- Ed Carey Drainage Improvements, City of Harlingen, TX.
- FIF Drainage Modeling, Cameron County Drainage District No. 3, TX.
- Hickory Hill Detention Pond Expansion, Cameron County Drainage District No. 6, TX.
- N. Main Drain Widening & Regional Detention Ponds, Cameron County Drainage District No. 5, TX.



C

FIRM CAPABILITY AND EXPERIENCE



FEMA FACILITY GENERATORS
Harlingen, TX

The Harlingen area has experienced numerous severe weather events that have caused significant disruptions to critical infrastructure and utility services. To enhance system resiliency and support continuity of operations during power outages, Hanson assisted the Harlingen Water Works System (HWWS) with the design and implementation of seven (7) permanent standby generators at key facilities throughout the water and wastewater system.

Owner: Harlingen Waterworks System
Project Cost: $973,000
Project Team & Role:
Anna Aldridge ..... Project Principal
Paolina Vega ..... Project Manager
Iris Cantu ..... Assistant Project Manager
Colton Phillipp ..... Drainage Engineer

The project included the preparation of comprehensive construction plans for standby generators, automatic transfer switches (ATS), switchgear, generator docking stations, associated electrical distribution equipment, and supporting structures. Hanson provided a full range of engineering services, including topographic surveying, design development, preparation of construction drawings and technical specifications, cost estimating, permitting and coordination with regulatory agencies, and bidding-phase support.

Design services encompassed all required civil, structural, and electrical improvements at each site to facilitate the successful installation and integration of the standby power systems. Project is being funded by FEMA and local funds. The project strengthens HWWS's operational resilience and ability to maintain essential services during emergency and disaster-related power interruptions.

FOUR CORNERS DETENTION POND PARK
Brownsville, TX

The City of Brownsville is proposing to control stormwater runoff by constructing a multi-use detention facility in the Four Corners area. The project is located on a ten-acre property on Burton Drive, off International Boulevard, in Brownsville. The project improvements consist of the diversion of stormwater into a proposed seven-acre detention pond. The existing detention pond at the North corner of the property will remain and be utilized as a stormwater quality sedimentation basin. The existing drainage swale along the Northwest side of the subject property will be regraded/redirected to act as a stormwater quality bioswale. A portion of the proposed detention pond will be multipurpose and will serve as a sports field when not inundated. The project will also include a concrete walking trail around the perimeter of the proposed detention pond, and a parking lot will provide access from Burton Drive to the park amenities. The other amenities include a splash pad, gazebo, shade structures, concrete benches, picnic tables, and drinking fountains. **Project is being funded by the Texas Water Development Board and local funding.**

Owner: City of Brownsville
Project Cost: $1,554,871
Project Team & Role:
Anna Aldridge ..... Project Principal
Paolina Vega ..... Project Manager
Iris Cantu ..... Assistant Project Manager
Colton Phillipp ..... Drainage Engineer



PRIMERA DRAINAGE MASTER PLAN
Primera, TX

The project consists of developing a comprehensive drainage plan to address critical drainage problems. The Drainage Master Plan will provide a comprehensive evaluation of existing drainage conditions, provide inventory and mapping of existing drainage infrastructure, review applicable local, state, and federal regulations related to drainage, recommendation of changes to local rules, and preparation of a capital improvement plan that includes budget estimates for proposed improvements and funding mechanisms for CIP projects. **This project is being funded by Texas Water Development Board and local funding.**

Owner: City of Primera
Project Cost: $285,000
Project Team & Role:
Anna Aldridge ..... Project Principal
Paolina Vega ..... Project Manager
Iris Cantu ..... Assistant Project Manager
Colton Phillipp ..... Drainage Engineer
Brian Wozniak ..... Drainage Engineer/QA/QC

LOS FRESNOS DRAINAGE MASTER PLAN
Los Fresnos, TX

The project consists of developing a comprehensive drainage plan to address critical drainage problems within the City of Los Fresnos. The Master Drainage Plan will provide a comprehensive evaluation of existing drainage conditions, provide inventory and mapping of existing drainage infrastructure, review applicable local, state, and federal regulations related to drainage, recommendations of changes to local rules, and preparation of a capital improvement plan that includes budget estimates for proposed improvements and funding mechanisms for CIP projects. **This project is being funded by Texas Water Development Board and local funding.**

Owner: City of Los Fresnos
Project Cost: $678,704
Project Team & Role:
Anna Aldridge ..... Project Principal
Paolina Vega ..... Project Manager
Iris Cantu ..... Assistant Project Manager
Colton Phillipp ..... Drainage Engineer
Brian Wozniak ..... Drainage Engineer
Jeff Bushur ..... Environmental Scientist
Ali Whitehead ..... Environmental Scientist

SEBASTIAN/SANTA MONICA AREA DRAINAGE IMPROVEMENTS
Willacy County, TX

Tropical moisture from Hurricane Patricia caused heavy flooding throughout parts of Willacy County, especially in the Sebastian, Santa Monica, and Eastern Ranchlands areas. In response to the flooding, the General Land Office funded an emergency disaster relief grant to assist in improving the drainage facilities in the affected areas. A portion of the grant was used to improve 1,800 linear feet of ditch including widening, excavating, and regrading, four grate inlets, three quick disconnect emergency pumping stations on and across the International Boundary and Water Commission North Floodway levee, and one skid mounted diesel-powered pump. Improvements to a segment of the lateral "G" drainage ditch within the Willacy County Drainage District No. 1 system, including the installation of emergency pumps to support drainage from lateral "A" into the North Floodway were a part of this project. Hanson's services included preparing 100% plans and specifications, coordinating all required surveying services, International Boundary and Water Commission licensing, bidding and construction management, and coordination with the General Land Office (GLO) of Texas. **Project is being funded by the General Land Office and local funding.**

Owner: Willacy County
Project Cost: $1,160,016
Project Team & Role:
Anna Aldridge ..... Project Principal
Paolina Vega ..... Project Manager
Iris Cantu ..... Assistant Project Manager



RESACA ESCONDIDA DRAINAGE IMPROVEMENTS
Los Fresnos, TX

Resaca Escondida is located east of FM 1847, south of the Los Fresnos Nature Park, and north of the Resaca Escondida Subdivision. The resaca is part of a drainage system that includes the high school's detention pond and a smaller resaca on the west side of FM 1847. The resaca does not have an outlet and depends on evaporation and transpiration for water levels to recede after heavy rain events. An outlet to an existing drainage ditch belonging to the Cameron County Drainage District No. 1 located east of the resaca is proposed. The outlet would be controlled by a manual valve and would gravity flow from the resaca to the ditch. Specific services included preparing 100 percent plans and specifications, coordinating surveying, and construction administration. **This project is being funded by the Texas Water Development Board and local funding.**

Owner: City of Los Fresnos
Project Cost: $244,768
Project Team & Role:
Anna Aldridge ..... Project Principal
Paolina Vega ..... Project Manager
Colton Phillipp ..... Drainage Engineer
Jeff Bushur ..... Environmental Scientist
Ali Whitehead ..... Environmental Scientist

WEST BROWNSVILLE DRAINAGE IMPROVEMENTS
Brownsville, TX

A 60-inch diameter reinforced concrete pipe (RCP) that drains a portion of west downtown Brownsville has collapsed. The City of Brownsville is proposing to abandon in place a portion of the 60-inch diameter RCP trunk line and re-route the storm sewer system from W. 17th Street to the City's raw water pump station. Hanson prepared the engineering feasibility study, providing a description and purpose of the project, a map showing the location of the project areas, a discussion of known permitting and environmental issues which may affect the project, proposing three alternatives and reasons for selection of the project proposed, cost of the proposed project, and preparation of a benefit-cost ration analysis. Hanson conducted a hydraulic analysis delineating the watershed, identified rainfall distribution and storm data, and land use in order to analyze 25- and 100-year storm events. Other services include conducting topographical surveys, engineering design, preparation of PS&E, and construction management services. **This project is being funded by Texas Water Development Board and local funding.**

Owner: City of Brownsville
Project Cost: $1,434,546
Project Team & Role:
Anna Aldridge ..... Project Principal
Paolina Vega ..... Project Manager
Iris Cantu ..... Assistant Project Manager
Colton Phillipp ..... Drainage Engineer
Sarah DeBerry ..... Civil/Site Engineer





RICHMOND HILLS DRAINAGE IMPROVEMENTS
Primera, TX

For this flood-prone subdivision, the City sought ARPA funding that required the project to be "shovel ready" in just 30 days. Hanson expedited modeling, construction plans, and cost estimates by streamlining internal reviews, coordinating closely with City staff, and prioritizing critical tasks. The team successfully delivered the full design package within the deadline, enabling the City to secure funds and advance construction.

Owner: City of Primera
Project Cost: $717,695
Project Team & Role:
Anna Aldridge ..... Project Principal
Paolina Vega ..... Project Manager
Colton Phillipp ..... Drainage Engineer

CULVERTS AND SENSORS IMPROVEMENTS
Brownsville, TX

The City of Brownsville is currently implementing improvements to four culverts at various resaca crossings throughout the City. These upgrades are designed to increase water flow capacity through the crossings, reduce elevated water levels, and mitigate flood risks during heavy rainfall events.

As part of the project, the City is installing seven sensors to collect data on bidirectional flow, rainfall, water depth, and velocity at the improved crossings. All sensors will be integrated into the USGS monitoring network.

Hanson is providing engineering services to support the planning, design, and implementation of these improvements. **Project was funded by the Texas Water Development Board Clean Water SRF.**

Owner: City of Brownsville
Project Cost: $1,582,328
Project Team & Role:
Anna Aldridge ..... Project Principal
Paolina Vega ..... Project Manager
Iris Cantu ..... Funding Specialist
Colton Phillipp ..... Drainage Engineer



FLOOD AND SENSORS PHASE II
Brownsville, TX

The proposed project consisted of the construction of 21 SCADA monitoring and control stations located throughout the City's Resacas and drainage system to assist the City with storm water controls and data collection. The proposed detention pond improvements included the construction of side-weir control structures with automated overflow controls at 13 detention pond areas. The weirs and control structures delayed the rise in downstream flood elevations thus extending the effectiveness of the drainage system during small rain events. In addition to the detention pond level control system, the project also included the installation of water level and rainfall data collection points integrated with the City of Brownsville's flood model.

The proposed SCADA improvements at eight Resaca culvert crossings comprised remote field monitoring system (similar to Onset HOBOnet Field Monitoring system) with submersible data loggers for the collection of water flow and quality information.

Owner: City of Brownsville
Project Cost: $1,582,328
Project Team & Role:
Paolina Vega ..... Project Manager
Iris Cantu ..... Assistant Project Manager
Colton Phillipp ..... Drainage Engineer



LAMAR DRAINAGE STUDY
Aransas County, TX

Hanson completed a hydrologic and hydraulic study for Aransas County to evaluate recurring flooding issues near Lamar Beach Road and 4th Street in Lamar, Texas. The study analyzed approximately 223 acres of drainage area, including a series of interconnected ponds, culverts, and roadway crossings that discharge to St. Charles Bay. Using HEC-HMS modeling, field survey data, LiDAR, and NOAA rainfall information, Hanson identified several undersized culverts that contribute to roadway overtopping and localized residential flooding during major storm events.

Hanson developed and evaluated two drainage improvement alternatives that included culvert upgrades and enhanced conveyance capacity throughout the drainage system. The recommended alternative would significantly reduce flooding along Lamar Beach Road, 4th Street, and surrounding neighborhoods while meeting Aransas County drainage criteria. Hanson also prepared planning-level cost estimates and provided a phased implementation strategy that allows future expansion as funding becomes available.

Owner: Aransas County
Project Cost: $41,000 (Fee)
Project Team & Role:
Anna Aldridge ..... Project Manager



DRAINAGE MASTER PLAN STUDY
Ingleside, TX

Hanson completed a hydrologic and hydraulic study for the City of Ingleside on the Bay to evaluate recurring flooding and drainage concerns within the community. The study utilized field investigations, LiDAR topography, FEMA data, NOAA rainfall information, and HEC-HMS modeling to assess the existing stormwater system performance and identify potential drainage improvements. Hanson evaluated existing drainage conditions in both the upland residential areas and low-lying coastal zones, focusing on nuisance flooding, ponding depths, stormwater conveyance limitations, and drainage connectivity to the numerous outfalls into the marina and Corpus Christi Bay.

Owner: City of Ingleside on the Bay
Project Cost: $50,000 (Fee)
Project Team & Role:
Anna Aldridge ..... Project Manager
Brian Wozniak..... Drainage Engineer

The analysis identified several areas where limited storm sewer capacity, poor grading, and insufficient outfall connectivity contribute to prolonged standing water and localized flooding. Hanson developed conceptual improvement alternatives, including additional storm sewer connections, culvert upgrades, and outfall enhancements to improve drainage efficiency and reduce ponding duration. The study provided recommendations for future drainage improvements and prioritized areas for additional surveying and detailed design to support the City's long-term stormwater management planning efforts.

PROJECT AFFIRMATION

Hanson confirms that our firm and the proposed team have the staffing capacity and technical capability to complete the project within the proposed schedule.

REFERENCE FORM

The following information shall be required to accompany all bid submittals.

1. Local company's business name and business information.

Company name: Hanson Professional Services Inc.

Address: 401 N. Ed Carey Drive, Suite A1, Harlingen, TX 78550

Contact Person: Paolina Vega, PE, CFM

Office Phone #: (956) 541-1155 Mobile #: _____

Email Address: pvega@hanson-inc.com

2. Your Corporate Company's name and business information.

Corporate name: Hanson Professional Services Inc.

Address: 1525 S. Sixth Street, Springfield, IL 62703

Office Phone #: (217) 788-2450 Mobile #: _____

Email Address: _____

3. Does your company participate in Cooperative Contract Pricing? YES / NO (select below)

___ BuyBoard (TASB) ___ H-GAC ___ Choice Partners ___ GSA ___ ASC
___ OMNIA Partners ___ TXMAS ___ Sourcewell ___ TIPS ___ TCI
___ TXSmartBuy ___ TXDIR ___ Other: _____

CO-OP Contract #: _____ Effective Dates: _____ to _____

4. A minimum of 3 references (local preferred).

	Company Name	Contact Name	Phone	Email
1.	City of Los Fresnos	Mark Milum	(956) 233-5768	mmilum@losfresnostx.gov
2.	City of Brownsville	Carlos Lastra, PE	(956) 541-1012	carlos.lastra@brownsvilletx.gov
3.	City of Primera	Celina Gonzales	(956) 493-9654	cgonzales@primeratx.gov

5. Municipal projects (local preferred):

	Municipality Name	Project Name	Amount	Completion Date
1.	City of Harlingen	Arroyo Colorado Hike and Bike Trail	$1,466,348	Ongoing
	Contact Name, Phone, Email:	Gabriel Gonzalez; (956) 216-5005; ggonzalez@harlingentx.gov		
2.	City of Los Fresnos	Drainage Master Plan	$678,704	5/27/2025
	Contact Name, Phone, Email:	Mark Milum; (956) 233-5768; mmilum@losfresnostx.gov		
3.	City of Brownsville	Four Corners Detention Pond Park	$1,554,871	Ongoing
	Contact Name, Phone, Email:	Carlos Lastra, PE; (956) 541-1012; carlos.lastra@brownsvilletx.gov		
4.	City of Primera	Drainage Master Plan	$285,000	1/29/2025
	Contact Name, Phone, Email:	Celina Gonzales; (956) 493-9654; cgonzales@primeratx.gov		
5.	Harlingen Waterworks System	FEMA Facility Generators	$695,000	Ongoing
	Contact Name, Phone, Email:	Gabriel Trevino, Jr., PE, M.ASCE; (956) 430-6110; getrevino@hwws.com		

BUSINESS DATA CERTIFICATION

Name of Firm: Hanson Professional Services Inc.

Address: 1525 S. Sixth Street, Springfield, IL 62703

Number of Years in contracting business under present name: 24

Type of work performed by your firm: General civil sitework, drainage, hydraulics/hydrology, transportation/roadways aviation, traffic, water/wastewater, construction administration/observation, environmental geotechnical, survey, MEP, structural, land acquisition, commissioning, railway

Have you ever failed to complete any work awarded to you? (Y/N) No

Have you ever defaulted on a contract? (Y/N) No

He/She certifies that:

(a) The legal name and the business address of the undersigned are:

Hanson Professional Services Inc.

1525 S. Sixth Street, Springfield, IL 62703

(b) The undersigned is : **(Circle One)**

A Single Proprietorship A Corporation organized in the State of Delaware

A Partnership Other Organization

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
Hanson is a wholly owned subsidiary of Hanson Group Inc. Hanson Group Inc. is an employee-owned company. The only shareholder/entity with 5% or greater ownership is the Hanson Group Inc. Employee Stock Ownership Trust, which owns 63.8%		

(d) The name and addresses of all other persons having a substantial interest in the undersigned, and the nature of the interest are:

NAME	ADDRESS	NATURE OF INTEREST

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are:

NAME	ADDRESS	TRADE CLASSIFICATION

Paolina Vega, PE, CFM

NAME OF AUTHORIZED REPRESENTATIVE (printed)

Paolina Vega

SIGNATURE OF AUTHORIZED REPRESENTATIVE

7/14/2026

DATE



FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS

D

REGULATORY COMPLIANCE AND FEMA HMA EXPERIENCE

Hanson possesses experience delivering federally and state-funded hazard mitigation, drainage, flood risk reduction, and infrastructure projects in compliance with all applicable federal, state, and local regulations. We routinely support clients through the planning, environmental review, permitting, design, and grant administration phases of FEMA-funded projects, ensuring compliance with FEMA Hazard Mitigation Assistance (HMA) program requirements, National Flood Insurance Program (NFIP) regulations, state environmental requirements, and local ordinances.

Our project teams are experienced in coordinating with FEMA, the Texas Division of Emergency Management (TDEM), the Texas Historical Commission (SHPO), TxDOT, the U.S. Army Corps of Engineers (USACE), the Texas Commission on Environmental Quality (TCEQ), local floodplain administrators, and other regulatory agencies to facilitate successful project delivery while maintaining full regulatory compliance.

We are knowledgeable in the requirements of:



- FEMA Hazard Mitigation Assistance (HMA) Guidance
- National Flood Insurance Program (NFIP) regulations
- Executive Order 11988 – Floodplain Management
- National Environmental Policy Act (NEPA)
- Section 106 of the National Historic Preservation Act
- Clean Water Act Sections 401 and 404
- Endangered Species Act requirements
- FEMA Environmental and Historic Preservation (EHP) review requirements
- Texas Government Code Chapter 2254, Subchapter A requirements for professional services procurement
- State and local floodplain development regulations
- Applicable TxDOT roadway, drainage, utility accommodation, and traffic control standards

EXECUTIVE ORDER 11988 – FLOODPLAIN MANAGEMENT

Hanson has experience evaluating projects located within Special Flood Hazard Areas and floodplains subject to Executive Order 11988 requirements. We understand FEMA's responsibility to avoid, to the extent practicable, adverse impacts associated with floodplain occupancy and modification and to minimize support for floodplain development where alternatives exist. We routinely assist clients with floodplain evaluations, alternative analyses, project justification, hydraulic assessments, and documentation necessary to support FEMA's floodplain compliance process and environmental review requirements. FEMA implements Executive Order 11988 through 44 CFR Part 9 and associated floodplain review procedures.

FEMA REGION 6 HAZARD MITIGATION ASSISTANCE DOCUMENTATION REQUIREMENTS

Hanson is familiar with FEMA Region 6 submittal expectations and documentation requirements for Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Flood Mitigation Assistance (FMA), and related HMA programs. We have experience developing and assembling:

- Benefit-Cost Analysis (BCA) documentation
- Environmental and Historic Preservation (EHP) documentation
- Engineering reports and technical narratives
- Floodplain compliance documentation
- Scope of work development
- Cost estimates and supporting calculations
- Mapping exhibits and geospatial data
- Property acquisition and elevation project documentation, where applicable
- Quarterly and final grant reporting documentation

Our approach emphasizes preparing complete and defensible documentation packages that facilitate timely FEMA and TDEM review while reducing requests for additional information.

SHPO COORDINATION REQUIREMENTS

Hanson is experienced in supporting Section 106 compliance and coordinating with the State Historic Preservation Office (SHPO) when projects involve potential impacts to historic properties, archaeological resources, or culturally significant sites. We understand FEMA's Environmental and Historic Preservation review process and routinely compile documentation necessary to facilitate consultation with the Texas Historical Commission, including project descriptions, maps, photographs, site disturbance limits, and supporting technical analyses. Our team works proactively with regulatory agencies to identify and address historic preservation concerns early in project development.

FLOODPLAIN PERMITTING REQUIREMENTS

Our personnel routinely perform floodplain evaluations and coordinate with local Floodplain Administrators to obtain required permits and approvals. We are experienced with:

- FEMA Flood Insurance Rate Map (FIRM) review
- Floodway and floodplain impact evaluations
- No-rise and no-adverse-impact analyses, where required
- Hydraulic and hydrologic modeling
- Floodplain development permits
- Letters of Map Revision (LOMRs) and Conditional Letters of Map Revision (CLOMRs), when applicable
- Compliance with local flood damage prevention ordinances and NFIP requirements

Our team understands the importance of integrating floodplain permitting activities early in project development to maintain schedule and funding eligibility.

TEXAS GOVERNMENT CODE CHAPTER 2254, SUBCHAPTER A

Hanson is knowledgeable regarding Texas Government Code Chapter 2254, Subchapter A, governing the procurement of professional engineering, architectural, and surveying services. We understand the qualifications-based selection requirements established by the statute and have successfully delivered professional services contracts for numerous Texas governmental entities under these procurement requirements. Our contract administration procedures are structured to support full compliance with state procurement regulations and professional standards.

TXDOT SPECIFICATIONS AND STANDARDS

Where projects interface with state-maintained facilities or rights-of-way, our team applies current TxDOT standards, manuals, and specifications, including applicable roadway, drainage, utility, traffic control, hydraulic, and structural design requirements. Our personnel are experienced with:

- TxDOT Standard Specifications for Construction and Maintenance
- Hydraulic Design Manual
- Roadway Design Manual
- Drainage Criteria and hydraulic modeling requirements
- Utility Accommodation Rules
- Traffic Control Standards and MUTCD requirements
- Permitting and coordination for work within TxDOT rights-of-way

This experience enables our team to efficiently coordinate with TxDOT and support project designs that meet all applicable state requirements.

Certification Regarding Debarment and Suspension

U.S. Department of Housing and Urban Development

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was place when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

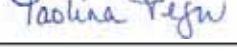
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant	Date
Hanson Professional Services Inc.	7/14/2026
Signature of Authorized Certifying Official 	Title Senior Project Manager/Vice President

Page 2 of 2 form **HUD-2992** (3/98)

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

None

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7 Yaolina Tejeda

Signature of vendor doing business with the governmental entity

7/14/2026

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/24/2025

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 Holmes Murphy & Associates 2727 Grand Prairie Parkway Waukee IA 50263	**CONTACT NAME:** Frank Rutkowski **PHONE (A/C, No, Ext):** 612-349-2431 **FAX (A/C, No):** **E-MAIL ADDRESS:** frutkowski@holmesmurphy.com
INSURED HANPROPC Hanson Professional Services Inc. 1525 South 6th Street Springfield IL 62703	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** XL Specialty Insurance Company — 37885 **INSURER B :** ACE American Insurance Company — 22667 **INSURER C :** Zurich North America **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 221317520 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR X Contr Liab Per X Policy Form/XCU GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			GLO048159100	1/1/2026	1/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 500,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
C	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			GO048159100	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			SXS075320800	1/1/2026	1/1/2027	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		ENID42184329009	6/30/2025	6/30/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability Claims Made			DPR5051707	1/1/2026	1/1/2027	Each Claim Aggregate Deductible:	10,000,000 10,000,000 500,000

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

CERTIFICATE HOLDER

Hanson Professional Services, Inc.
1525 South Sixth Street
Srpingfield IL 62703

CANCELLATION

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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Bid #10



CITY OF
HARLINGEN
TEXAS

City of Harlingen

RFQ NO. 2026-11 PROFESSIONAL ENGINEERING SERVICES CITY OF HARLINGEN TREASURE HILLS BOULEVARD STORM SEWER IMPROVEMENTS (SYS#008 & SYS#018) FEMA/TDEM PROJECT NUMBER DR4485-0246

July 14, 2026
2:00 PM

SCHEIBE
CONSULTING
ENGINEERS | SURVEYORS

COPY

July 2, 2026

City of Harlingen
Purchasing Department
404 S. 54th Street
Harlingen, TX 78550

RE: RFQ NO. 2026-11 PROFESSIONAL ENGINEERING SERVICES CITY OF HARLINGEN TREASURE HILLS BOULEVARD STORM SEWER IMPROVEMENTS (SYS#008 & SYS#018) FEMA/TDEM PROJECT NUMBER DR4485-0246

Dear Selection Committee:

Scheibe Consulting, LLC appreciates the opportunity to submit our Statement of Qualifications (SOQ) for **RFQ 2026-011 – Professional Engineering Services for the City of Harlingen Treasure Hills Boulevard Storm Sewer Improvements**. We understand the City's priorities include: (1) providing the necessary technical and environmental information, including design, engineering studies, final benefit-cost analysis, and permitting for improvements to Treasure Hills Blvd Storm Sewer Systems 008 and 018 as defined in the 2008 and 2025 City of Harlingen Drainage Master Plans; and (2) replacing the inadequate storm sewer system with larger drainage pipe and connecting these storm sewer systems to mitigate flooding. Our team brings deep Texas municipal drainage experience and multi-agency coordination (FEMA/USACE/TCEQ/TWDB), with a strong track record delivering constructible, low-disruption solutions.

Scheibe Consulting and all professional staff assigned to this engagement are properly licensed or registered to practice in the State of Texas and are in good standing with the Texas Board of Professional Engineers and Land Surveyors (TBPELS). We acknowledge that this procurement is conducted under the Texas Professional Services Procurement Act (Chapter 2254, Texas Government Code) and affirm that **no pricing information** is included in our SOQ. We further commit to full conformance with the RFQ's instructions and submission requirements.

Our SOQ is organized exactly as requested in the RFQ and includes firm qualifications and experience (recent, relevant municipal storm sewer projects); approach to scope of work, key personnel resumes and an organizational chart, firm capability, past experience, familiarity with applicable rules and regulations; agency coordination and permitting experience; references; and all required forms and disclosures.

Scheibe Consulting is fully committed to providing the personnel, technical resources, and management oversight necessary to deliver this project within the anticipated 6-month schedule. Our project management approach emphasizes early agency coordination, clear milestone tracking, and continuous communication with City staff and stakeholders.

We believe Scheibe Consulting is uniquely qualified for this engagement due to our knowledge of the city's flooding concerns and infrastructure in Treasure Hills, the city's policies and regulations and our proven success on similar drainage, and federally funded infrastructure projects. Our team is prepared to assist the City of Harlingen in developing and implementing effective drainage improvements that mitigate flooding in the Treasure Hills area, satisfy regulatory requirements, and provide sustainable infrastructure improvements for the community.

PROJECT OFFICE LOCATION
608 E. Harrison Ave.
Harlingen, TX 78550

CONTACT DURING RFQ PROCESS AND AUTHORIZED REPRESENTATIVE FOR CONTRACTS
Luis Vargas, PE, CFM
Principal Engineer
Cell: (956) 667-0043
LVargas@scheibeconsulting.com
1221 E. Harrison Ave.
Harlingen, TX 78550

REGISTRATIONS
Texas Licensed Engineering Firm
No. 13880

Texas Licensed Surveying
Firm Registration
No. 10194886

TxDOT Pre-certified

Sincerely,

Scheibe Consulting, LLC



Luis Vargas, PE, CFM
Principal Engineer

TABLE OF CONTENTS

Cover Letter ..... i-ii

Table of Contents iii

TAB A
Approach to Scope of Work ..... Pg. 1-6

TAB B
Experience & Professional Qualifications of the Firm and Team ..... Pg. 7-19

TAB C
Firm Capability & Experience ..... Pg. 20-25

TAB D
Familiarity with Applicable Rules & Regulations ..... Pg. 26

APPENDIX A
Required Forms

TAB A

APPROACH TO SCOPE OF WORK

SCHEIBE CONSULTING LLC

FIRM'S UNDERSTANDING

1. Describe the firm's understanding of the proposed drainage improvements, including replacement of the existing storm sewer systems, hydraulic connectivity between Storm Sewer Systems 008 and 018, and flood mitigation objectives.

Scheibe understands the project requires preparation of a benefit-cost analysis (BCA) supported by a hydrologic and hydraulic (H&H) study, a set of signed and sealed construction plans, specifications, environmental documentation, surveying, permitting, and cost estimation to improve drainage systems 008 and 018. This includes geotechnical services, hydraulic modeling, ROW mapping for potential land or easement acquisition, identification of utility conflicts, and coordination with local and outside agencies.

PROPOSED APPROACH TO SCOPE OF WORK

2. Define the proposed approach for delivery of the Scope of Work, including project management procedures, coordination with the City, utility coordination strategy, and methodology for development of construction plans, specifications, and estimates.

Scheibe will have a proactive project management approach to complete the project deliverables in the anticipated 6-month timeframe. Scheibe recommends a kick-off meeting to align the project team and stakeholders, review scope, goals and deliverables. Prior to this meeting, Scheibe will request the City and utility providers with available records and as-built plans. Scheibe will conduct a LiDAR drone survey to verify the drainage boundaries of systems 008 and 018. With the City's permission or assistance, Scheibe will open all stormwater manholes to verify pipe sizes, flowlines and flow directions. Scheibe will also request the City the latest H&H model that will be further developed to reduce flooding. Scheibe will confirm the H&H model is developed according to the City's drainage policy. Scheibe will then gather and compile the property information in an Excel spreadsheet to start the BCA. It is critical that the H&H study is accurate because its results will be used for the BCA and construction plans. After developing a satisfactory H&H study and BCA, Scheibe will submit these along with the 30% construction plans to the City and TDEM for review. Scheibe will then develop the 60% submittal, which will include construction plans and a cost estimate. The 90% will include construction plans, specifications and estimates. Scheibe will gather all comments and adjust the construction documents, H&H and BCA as necessary for the 100% submittal.

PROPOSED METHODOLOGY

3. Describe the proposed methodology for development of the Hydrologic and Hydraulic (H&H) Study, hydraulic modeling, FEMA coordination requirements, and Benefit-Cost Analysis (BCA).

Scheibe will use HEC-HMS and HEC-RAS to develop the H&H model. HEC-HMS will generate runoff hydrographs from rainfall, and HEC-RAS will use these runoff flows to calculate water surface elevations and flood extents. The process will begin with generating a Digital Terrain Model (DEM) from the surface data captured during the aerial LiDAR drone survey. The surface data is processed with the Trimble Business Center (TBC) software, which will help to edit, convert and manage the data. This surface data is then exported from TBC to HEC-HMS to generate the 3D DTM. The watershed of the project is then delineated in HEC-HMS and three methods are used to simulate the rainfall: the loss, transform and routing methods. The loss method calculates the amount of precipitation lost to infiltration, evaporation and surface storage. The transform metho converts the excess rainfall into surface runoff over time. The routing method

simulates the movement of flood water as they flow through channels. A meteorological model is then used to input the design rainfall, then a time window is set. The HEC-HMS data and hydrographs is then used by the HEC-RAS software routing it to the stormwater systems. The geometry of the conveyance system is adjusted, along with roughness coefficients and boundary conditions. HEC-RAS is then used to simulate a rain event and utilizes a map to visualize results with floodplain inundation maps and water depth grids.

Scheibe is well versed with performing a full BCA following FEMA's guidelines. Scheibe understands that the benefits of a project must outweigh its costs for a project to be cost effective. In other words, the calculated dollar amount for the benefits of a project must be higher than the dollar amount calculated for its cost; the benefit-cost ratio must be 1.0 or greater for the project to be eligible for FEMA grant funding. The benefits are equal to the damage avoided if the project is implemented. Scheibe will use data from the H&H study for the 2, 5, 10, 25, 50, 100 and 500 storm events to calculate the damage according to flood depths (a depth-damage curve is determined). The damages for replacing a building, replacing its contents and displacing its occupants are the three parameters calculated with flood depths and established FEMA coefficients (dollars per square feet, and dollars per square feet per month). There is a damage cost for the preexisting conditions and post project conditions that are calculated for each structure that is affected according to the storm events that produce a flood depth. A separate cost estimate is produced based on the proposed stormwater improvements designed. It is essentially the cost for implementing the project, for construction and maintenance throughout the life of the project. This data is inputted to the FEMA BCA toolkit which calculates the BCA ratio. Variables in the toolkit are adjusted according to the conditions and needs of this project.

Scheibe understands the importance of coordinating with the City and FEMA proactively, clearly and consistently to ensure grant requirements are followed and funding is expended in a timely and responsible manner. Scheibe will communicate and coordinate with City, TDEM and FEMA staff as needed to satisfy all project deliverables and grant requirements.

PROPOSED APPROACH

4. Define the proposed approach to environmental and historic preservation coordination, including floodplain compliance, permitting considerations, Executive Order 11988 coordination, and SHPO coordination requirements.

Scheibe will implement the proposed drainage improvements in accordance with all applicable federal, state, and local environmental and historic preservation requirements. Environmental review and coordination activities will be conducted during project development to ensure compliance with applicable regulations and to avoid, minimize, or mitigate potential impacts. The project will be designed and constructed in compliance with Executive Order 11988 (Floodplain Management) and applicable FEMA, Texas Water Development Board (TWDB), and local floodplain management requirements. Scheibe will coordinate with the City's Floodplain Administrator, as needed, to ensure consistency with adopted floodplain ordinances and drainage criteria. Hydraulic and hydrologic analyses will be performed to demonstrate that the proposed improvements do not result in adverse impacts to adjacent properties or increases in base flood elevations. Any necessary floodplain development permits will be obtained prior to construction.

Scheibe will identify and obtain all required environmental permits and approvals prior to construction. Potential permits and coordination activities may include:

- U.S. Army Corps of Engineers (USACE) Section 404 authorization, if jurisdictional waters or wetlands are affected.
- Texas Commission on Environmental Quality (TCEQ) Construction General Permit requirements for stormwater management and erosion control during construction.
- Texas Pollutant Discharge Elimination System (TPDES) compliance for construction activities.
- Coordination with the Texas Parks and Wildlife Department (TPWD) regarding potential impacts to natural resources.
- Compliance with applicable federal environmental laws, including the National Environmental Policy Act (NEPA), Clean Water Act, Endangered Species Act, and Migratory Bird Treaty Act, as required by the funding source.

Best management practices (BMPs) will be implemented during construction to minimize impacts related to erosion, sedimentation, noise, dust, and water quality.

Scheibe will assist the City with coordinating with the Texas Historical Commission (THC), acting as the State Historic Preservation Office (SHPO), to ensure compliance with Section 106 of the National Historic Preservation Act. The Area of Potential Effects (APE) will be evaluated to determine whether any historic properties, archaeological resources, or cultural resources may be affected by project activities.

If required, cultural resource surveys will be completed by qualified professionals, and consultation with SHPO will occur before construction begins. Should any previously unknown archaeological materials or human remains be discovered during construction, work will cease in the immediate area until appropriate regulatory agencies have been notified and clearance to proceed has been provided.

Scheibe will coordinate early with federal and state agencies to streamline environmental review and permitting processes. Existing drainage corridors, rights-of-way, and previously disturbed areas will be utilized whenever feasible to minimize environmental impacts and reduce permitting complexity. All required environmental clearances, permits, and agency consultations will be completed prior to the initiation of ground-disturbing activities.

This proactive environmental and historic preservation approach will support timely project implementation while ensuring compliance with all applicable regulatory requirements and protection of natural and cultural resources.

KEY PERSONNEL/TECHNICAL RESOURCES/CAPABILITIES/PROCEEDURES

5. Identify personnel, subconsultants, technical resources, GIS capabilities, hydraulic modeling software, and QA/QC procedures that will be utilized for the project.

Scheibe Consulting offers a highly qualified, multidisciplinary team with the personnel depth, technical expertise, and organizational resources necessary to successfully deliver for this project.

The Project Manager, Luis Vargas, will be the City's primary point of contact and oversee all technical disciplines, schedule adherence, regulatory coordination, and quality management. Supporting the Project Manager is a team of experienced civil engineers, land surveyors, environmental professionals, drafters, and technical staff with demonstrated experience delivering federally funded infrastructure projects. Mr.

Jack Brown, PE, with over 45 years' experience, and Mr. Eric Scheibe, the firm's founder, will remain actively engaged throughout the project to support critical decision-making, maintain design quality, and ensure timely progress.

Scheibe Consulting's in-house capabilities include project management, civil engineering design, hydraulic and floodplain analysis, utility coordination, drone and on-field land surveying, permitting support, cost estimating, PS&E development, and bid phase and construction phase oversight.

Scheibe has partnered with specialty consultants for this important project. **Hollaway Environmental** will provide environmental investigation and permitting support to facilitate regulatory approvals. **Millenium Engineers Group (MEG)** will provide geotechnical analysis as needed. This will ensure each discipline is led by subject matter experts while maintaining a unified management approach under Scheibe Consulting.

Scheibe's resources include professional engineers, licensed surveyors, drone pilots and certified drafters. Our Team has the expertise to perform LiDAR drone surveying and traditional field surveying supported by Trimble Business Center software; prepare engineering plans using AutoCAD Civil 3D; and complete hydrologic and hydraulic modeling using USACE's legacy software, HEC-RAS and HEC-HMS, as well as advanced modeling platforms such as XPSWMM/XPStorm and InfoWorks. This depth of knowledge and experience ensures our ability to meet the City's requirements.

The firm currently employs 37 professionals across multiple disciplines, including:

- **Professional Engineers and Engineers in Training:** 7 PEs, 10 EITs
- **Professional Land Surveyors and Surveying Chiefs/Technicians:** 2 RPLSs, 3 Crew Chiefs, 4 Surveying Techs
- **Project Managers, Staff Engineers/AutoCAD Drafters:** 2 PMs, 5 Staff Engineers/AutoCAD Drafters
- **Billing Department, Marketing and Office Administration:** 1 CFO, 1 Marketing Specialist, 2 Administrative Assistants

Resumes for key personnel proposed for this contract are included in the Resumes section, highlighting each individual's relevant engineering or surveying experience and discipline expertise.

PREVIOUS EXPERIENCE

6. Describe the firm's experience with similar drainage improvement, FEMA-funded, storm sewer, flood mitigation, H&H modeling, and benefit-cost analysis projects.

The Scheibe Team is well versed in assisting local communities on projects of similar scope and has also provided similar services to other entities throughout the State. Our staff has been working in the central and south Texas regions for over 25 years and understands many of the regional goals. Scheibe has successfully completed similar drainage projects with federal funds. A list of representative examples are included in the following sections.

A. Statement summarizing the respondent's understanding of the project objectives, flooding concerns, hydraulic constraints, FEMA coordination requirements, and implementation strategy.

Scheibe has an excellent understanding of the project objectives, the flooding concerns in Treasure Hills and systems 008 and 018, the hydraulic constraints, the FEMA requirements and the project implementation strategy. Scheibe is also aware of the downstream conditions in the Treasure Hills lakes, the golf course boundaries, the reaches of Cameron County Drainage District #3 and the discharge points to the Arroyo Colorado Creek.

B. Proposed preliminary project schedule identifying key milestones, deliverables, agency coordination efforts, and estimated completion timeline.

Scheibe has prepared the following preliminary schedule:

Harlingen Stormwater Systems 008 and 018 Improvements - Project Schedule									
Task No.	Description of task	2026 Months					2027 Months		
		A	S	O	N	D	J	F	M
1	Contract Execution with City	X	X						
2	Coordination Meetings with City, TDEMA/FEMA		X						
3	Drone survey, data processing and production of files		X	X					
4	Survey of existing Stormwater System			X					
5	Hydrologic and Hydraulic Study			X	X				
6	Benefit Cost Analysis				X				
7	Environmental Permitting				X	X			
8	Civil Design 30%				X	X			
9	Civil Design 60%					X	X		
10	Civil Design 90%						X	X	
11	Civil Design 100%						X	X	X
12	Bid Phase								X

Scheibe will assist the City with all the coordination and requirements from TDEM and FEMA.

C. Description of the proposed approach to utility coordination, environmental coordination, and permitting strategy.

Scheibe will have a proactive approach to meet the 6-month timeframe. Scheibe will request all utility and record drawings available during Task 1 or Task 2 of the schedule. The environmental requirements and permitting will be identified in Task 2.

D. Summary of proposed hydraulic modeling tools, GIS capabilities, and technical software anticipated for use on the project

Our resources for this project include:

1. Surveying & Field Data Collection

- **Robotic Total Stations & GPS/GNSS Receivers** – Traditional field rover and LiDAR drone equipment. High-precision tools for establishing control networks, collecting ground elevations, and mapping storm drain inlets, culverts, channels, and floodplain features.
- **Drones/UAS with Photogrammetry & LiDAR Capabilities** – Capture aerial topography, generate 3D terrain models, and map large watersheds efficiently to support hydrologic and hydraulic (H&H) modeling.
- **Flow Meters & Rain Gauges (when required)** – For temporary field installations to capture flow rates and validate model assumptions.

2. Hydraulic & Hydrologic Modeling Tools

- **HEC-HMS** – Hydrologic modeling to simulate rainfall-runoff responses in watersheds.
- **HEC-RAS (1D & 2D)** – Hydraulic modeling for dams, open channels, storm sewer networks, detention ponds, and floodplain analyses.
- **XP-SWMM / InfoWorks ICM** – For urban water distribution, wastewater collection and drainage systems, complex pipe networks, and integrated surface/pipe system modeling.
- **StormCAD / CivilStorm** – Useful for municipal storm sewer design, pipe sizing, and inlet capacity checks.

3. Design & Analysis Software

- **AutoCAD Civil 3D** – For preparing detailed grading, drainage layouts, storm sewer profiles, and construction plans.
- **ArcGIS** – Used for utilities and drainage area mapping, watershed delineation, spatial analysis, and integration of survey/model data.
- **HydroCAD** – For detention pond sizing, outlet structure design, and stormwater quality/quantity management.
- **TR-55/TR-20 Methods** – For small watershed hydrology and stormwater detention design.

4. Visualization & Communication

- **3D Surface Modeling** – Create terrain models to evaluate overland flow paths, ponding areas, and proposed grading impacts.
- **Orthomosaic Maps & Digital Elevation Models (from drones)** – Enhance stakeholder understanding of existing drainage conditions.
- **Interactive GIS Dashboards** – Share model results, floodplain extents, and drainage improvement alternatives with City staff and the public.

TAB B

EXPERIENCE & PROFESSIONAL QUALIFICATIONS OF THE FIRM AND TEAM

SCHEIBE CONSULTING LLC

PROFESSIONAL DISCIPLINES FOR THIS PROJECT

1. Clearly identify the professional disciplines being proposed for this project, including civil engineering, drainage engineering, hydraulic modeling, environmental services, GIS, surveying coordination, utility coordination, and FEMA compliance services.

Scheibe has identified, and will provide, the disciplines needed for this project, which are outlined in the RFQ: civil engineering, drainage engineering, hydraulic modeling, environmental services, GIS, surveying coordination, utility coordination, and FEMA compliance services for this project. Additionally, Scheibe has identified geotechnical engineering as a possible discipline to be used. Structural engineering is another discipline that may be needed, depending on the findings and proposed improvements. These unknowns will be resolved in the 30% design stage.

SERVICES OFFERED, STAFFING RESOURCES, OFFICE LOCATIONS AND LICENSURE EVIDENCE

2. Provide a general statement describing the services offered by the firm, office locations, years in business, and staffing resources available to support the project. Include evidence of applicable licenses and certifications required to perform the work.

3. Identify the office location from which the work will be performed

Scheibe Consulting provides a full range of professional services, including civil engineering design of public infrastructure, residential and commercial land development, drainage engineering and floodplain management, hydrologic and hydraulic modeling, water and wastewater infrastructure design, transportation and roadway design support, environmental coordination and permitting, grant support and regulatory compliance, drone and on-field land surveying, cost estimating, bid support, construction oversight and general project management and on-call engineering support to counties, municipalities, drainage districts and other local entities.

Founded in 2011, Scheibe Consulting has built a strong reputation for successfully delivering complex public infrastructure projects. The firm has grown strategically to support client demand while preserving a collaborative, client-focused culture.

Below are the firm's registration certificates with TBPELS:


Texas Board of Professional
Engineers and Land Surveyors

CERTIFICATE OF REGISTRATION

This acknowledges that

Scheibe Consulting, LLC

has fulfilled the requirements of the Texas Board of Professional Engineers and Land Surveyors to offer and perform engineering services in the state of Texas.

Registration Number
F-13880

Expiration Date
11/30/2026


Texas Board of Professional
Engineers and Land Surveyors

CERTIFICATE OF REGISTRATION

This acknowledges that

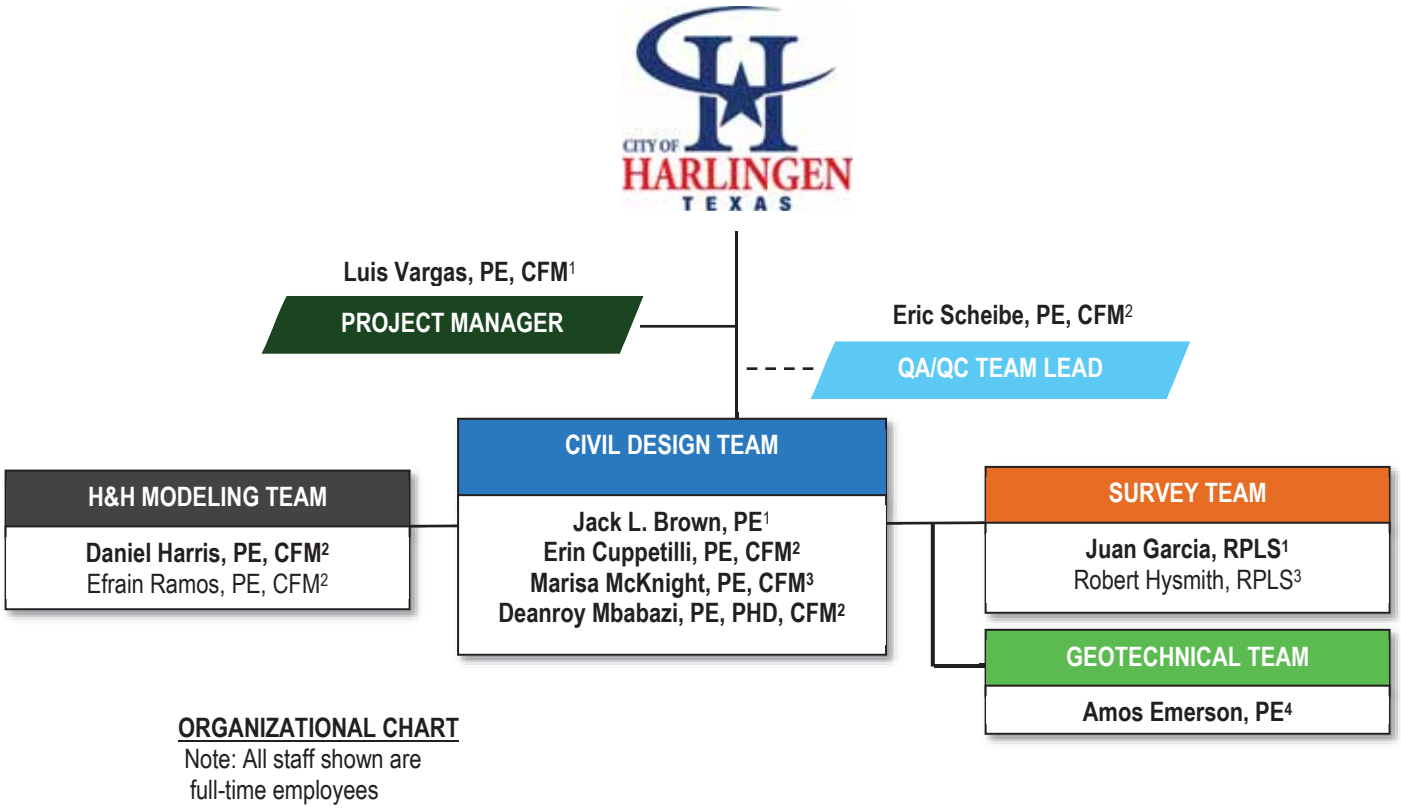
Scheibe Consulting, LLC

has fulfilled the requirements of the Texas Board of Professional Engineers and Land Surveyors to offer and perform surveying services in the state of Texas.

Registration Number
10194886

Expiration Date
12/31/2026

The Scheibe Team has been assembled to address the City of Harlingen's goals and objectives with an experienced, service-oriented team that keeps budget and schedule at the forefront while providing a quality product. Our team will be organized as follows:



ORGANIZATIONAL CHART
Note: All staff shown are full-time employees

PRIME FIRM OFFICE LOCATIONS

1) **Scheibe Consulting, LLC** (608 E. Harrison Ave., Harlingen, TX 78550) – ***Office where work will be performed***
2) **Scheibe Consulting, LLC** (11612 Bee Cave Rd., Bldg. 1, Ste. 240, Austin, TX 78738)
3) **Scheibe Consulting, LLC** (715 Discovery Blvd, Ste. 311, Cedar Park, TX 78613)

SUBCONSULTANT

4) **MEG Engineering** (11720 NIH35, Ste. 102, Austin, TX 78753)

A snippet of the TBPELS website for individual professional licenses is shown below as evidence of authorization to perform the required services.

VARGAS, LUIS ARNOLDO — PE# 133909

Status	Branch(s)	Granted	Expires	Employer(s)
Active	Mechanical	04-01-2019	07-31-2027	Scheibe Consulting, LLC

SCHEIBE, ERIC CHRISTOPHER — PE# 98357

Status	Branch(s)	Granted	Expires	Employer(s)
Active		12-27-2006	09-30-2026	Scheibe Consulting, LLC

HARRIS, DANIEL LEE — PE# 104646

Status	Branch(s)	Granted	Expires	Employer(s)
Active	Civil,	12-18-2009	09-30-2026	Scheibe Consulting, LLC

BROWN, JACK LONGSTRETH — PE# 53675

Status	Branch(s)	Granted	Expires	Employer(s)
Active	Civil,	07-01-1983	07-31-2028	Scheibe Consulting, LLC Brown Leal & Associates Consulting Engineers (dba)

MCKNIGHT, MARISA LYNN SPEER — PE# 138667

Status	Branch(s)	Granted	Expires	Employer(s)
Active	Civil,	08-17-2020	07-31-2028	Scheibe Consulting, LLC

CUPPETILLI, ERIN ELIZABETH — PE# 137988

Status	Branch(s)	Granted	Expires	Employer(s)
Active	Civil,	05-14-2020	07-31-2027	Scheibe Consulting, LLC

MBABAZI, DEANROY — PE# 160215

Status	Branch(s)	Granted	Expires	Employer(s)
Active	Civil,	02-27-2026	01-31-2027	Scheibe Consulting, LLC

GARCIA, JUAN — RPLS# 4203

Status	Granted	Expires	Firms
Registered	9-9-1983	12-31-2026	10011400 - JNH SURVEYING COMPANY, LLC 10194886 - Scheibe Consulting, LLC

OLIVARES RAMOS, EFRAIN EDUARDO — PE# 160436

Status	Branch(s)	Granted	Expires	Employer(s)
Active	Civil,	10-24-2023	09-30-2026	Scheibe Consulting, LLC

HYSMITH, ROBERT EARL — RPLS# 5131

Status	Granted	Expires	Firms
Registered	6-16-1995	12-31-2026	10194886 - Scheibe Consulting, LLC

ACCOMPLISHMENTS, RECOGNITIONS OR RELEVANT EXPERIENCE

4. Describe significant accomplishments, recognitions, or relevant experience associated with similar drainage, flood mitigation, FEMA-funded, or utility coordination projects.

Scheibe is recognized for delivering quality engineering services. Scheibe has successfully completed numerous drainage projects in South and Central Texas involving federal funds. This is further demonstrated in TAB C, with a list of 5 representative projects completed by the firm.

FIRM'S CAPABILITY TO PERFORM SERVICES OUTLINED IN RFQ

5. Demonstrate the firm's capability to perform storm sewer design, H&H modeling, FEMA BCA, environmental coordination, and preparation of construction documents.

Scheibe is very qualified to perform the services outlined in the RFQ. The proposed PM, Luis Vargas, is very familiar with the flooding concerns in the area, having witnessed rain events in 2024 (50-yr event) and 2025 (500 to 1000-yr event, water intrusion in Becky Lane residence). Mr. Jack Brown is also very familiar with the drainage history of Treasure Hills, the upstream and downstream conditions and their relation to CCDD3. Additionally, the firm has a team of expert modelers and civil engineers that will assist with the design of this project. Their expertise is further demonstrated in the Resumes section.

A. Professional qualifications narrative of firm and team members

Scheibe Consulting is very qualified to undertake this project. Scheibe has the necessary resources and equipment to successfully deliver on this project. This is demonstrated in the resumes of each team member and in the following section where a list of projects is presented.

B. Provide the resumes of all key individuals with the firm that will be working on the project

See the Resumes section.

C. Project team org chart

An organizational chart is shown previously.

D. Provide up-to-date firm registration and staff license certificates

These have been included in the previous sheets.

KEY STAFF MEMBER'S PROJECT EXPERIENCE

E. Identification of key personnel experience

Luis Vargas, PE, CFM – Project Manager

Mr.Vargas has led multidisciplinary teams and overseen major initiatives in water, wastewater, stormwater drainage, solid waste, and public facilities. As City Engineer for Harlingen (2022–2025), he directed the Engineering Department, delivering multimillion-dollar projects funded by the American Rescue Plan Act of 2021, FEMA grant programs, and locally funded initiatives, while also serving as the City's Floodplain Administrator. Previously, he held progressively senior roles in the City of Corpus Christi, leading A/E contract negotiations, supervising water and wastewater facility operations and managing ID/IQ contracts valued at $50 million. He also served as a project manager in the Engineering Services Department, overseeing a broad portfolio of public infrastructure improvements including utilities, streets, buildings/facilities, drainage and solid waste projects. He is very qualified to serve as the Project Manager for the City.

GENERAL CIVIL DESIGN TEAM

The General Civil Design Team will be led by Mr. Jack Brown, PE (45+ years of experience). Mr. Brown will manage all design and planning projects and will assign task orders to sub-team member licensed PEs, including Ms. Erin Cuppetilli, PE (12 years' experience), Ms. Marisa McKnight, PE (12 years' experience), and Deanroy Mbabazi, PE (15 years' experience). The Civil Design Team will produce all construction plans, feasibility studies, and managed delegation of all subconsultant tasks.

QUALITY ASSURANCE / QUALITY CONTROL TEAM

The Scheibe QA/QC Team is committed to a solid set of Quality Assurance (QA) and Quality Control (QC) processes. Scheibe Consulting typically develops a Quality Management Plan (QMP) at the beginning of each project, for review by the owner and/or project stakeholders. This QMP will establish dates for QA/QC reviews, document staff members responsible for these reviews, and will be aligned with the overall project schedule. In addition, all QC reviews will be conducted prior to any deliverable being submitted to the owner/stakeholder group. Daily QC checks will be made by senior staff, overseeing junior staff activities, and a 10%, 50%, and 90% QA review will be conducted by the QA/QC manager. The actual QA/QC manager will likely check from task to task, and this individual (by task) can be included in the QMP for review. Mr. Eric Scheibe, PE (20+ years experience) will be the QA/QC Lead and will ensure quality control reviews are completed prior to each key milestone. Each review will include formal review comments and responses. These formal internal reviews can be made available to the City upon request.

H&H TEAM

The H&H Team will aid with planning activities, drainage design, H&H modeling, 2D modeling, water quality modeling, FEMA flood risk mapping, FEMA LOMR/CLOMR applications, and benefit cost analyses. The H&H Team will be led by Mr. Daniel Harris, P.E., CFM. Mr. Harris has 22 years of experience with large- and small-scale master planning, FEMA modeling, and preliminary engineering studies. Mr. Harris also has extensive experience with roadway, general civil, and drainage projects. Mr. Harris has extensive background knowledge of past and current on-going regional efforts and has been providing professional services to this region of the State for his entire career.



LUIS VARGAS, PE, CFM

PROJECT MANAGER

Mr. Vargas is a bilingual licensed engineer with a bachelor's degree in mechanical engineering and over a decade of public sector experience managing complex infrastructure projects across South Texas. He has led multidisciplinary teams and overseen major initiatives in water, wastewater, stormwater drainage, solid waste, and public facilities. As City Engineer for Harlingen (2022–2025), he directed the Engineering Department, delivering multimillion-dollar projects funded by the American Rescue Plan Act of 2021, FEMA grant programs, and locally funded initiatives, while also serving as the City's Floodplain Administrator. Previously, he held progressively senior roles in the City of Corpus Christi, leading A/E contract negotiations, supervising water and wastewater facility operations and managing ID/IQ contracts valued at $50 million. He also served as a project manager in the Engineering Services Department, overseeing a broad portfolio of public infrastructure improvements including utilities, streets, buildings/facilities, drainage and solid waste projects. His technical and leadership credentials are supported by certifications as a Professional Engineer, Certified Floodplain Manager, Qualified Windstorm Inspector, and Certified Public Manager. As of July 2025, he is with SCHEIBE Consulting, LLC.

Pickens Ave. and Davis St. Stormwater System Improvements, Harlingen, TX - PM for the City of Harlingen for the design and construction phases. The project included upsizing the stormwater system of the subdivisions in Pickens Ave., Davis St., Matz Ave., McFetridge St., and N BUS 77 with new reinforced box culverts, pipes, inlets, gutters, utility adjustments, pavement and ROW restorations. Mr. Vargas also collaborated with the city's grant writer and Special Projects Dpt. staff to fund future phases for drainage improvements for this area, including a proposed 6-acre detention pond East of the mentioned streets.

Lozano Street Detention Pond, Harlingen, TX - PM for the City of Harlingen during the H&H analysis, design and construction phases. The project consisted of the construction of a 14-acre detention pond, with a pilot channel and other drainage appurtenances to mitigate flooding in the northwest area of the city. The pond was built by the city's Public Works construction crew. Mr. Vargas led the construction efforts of the pond and started the next phase of improvements, which includes a new stormwater trunkline on Wichita Avenue and more drainage improvements along Eye St. and Fairpark Blvd. This last phase is currently being designed by the city's Engineering Department.

5th St. and 7th St. Stormwater System Improvements, Harlingen, TX - PM for City of Harlingen for the H&H analysis and design phase and collaborated with the city's grant writer and Special Projects Dpt. staff to fund the construction phase with a Pre-Disaster Mitigation Grant from TDEM. Mr. Vargas also assigned a PM with the city's Engineering Department and oversaw the bid phase, construction contract execution and the coordination with TDEM prior to construction commencement. This project will improve the drainage system in 5th St. and 7th St. from Commerce St. to Polk Ave. and Van Buren Ave. Future drainage improvements are planned for this sub-watershed, with its boundaries being redefined in the city's new flood study/drainage master plan incorporating one of the city's main corridors, Commerce Street, as the main stormwater collector with a new trunkline towards the Arroyo Colorado.

Arroyo Vista Ct. and New Hampshire Ave. Stormwater System Improvements, Harlingen, TX - Engineer of record for the design and construction phases. This project addressed localized flooding at the intersection of New Hampshire Ave and Arroyo Vista Ct and was included in the city's Street Improvement Program Project of 2024. The project included new grate inlets, underground piping, new valley gutters, curb and gutter, new ADA ramps and full pavement restorations.

Colorado St. and Liberty Avenue Stormwater System Improvements, Harlingen, TX - Engineer of record for the design and construction phases. Mr. Vargas assigned a PM with the city's Engineering Department and oversaw progress. The project included improving the drainage of the Colorado St and Liberty Ave. intersection by installing grate inlets, underground stormwater piping, junction boxes, manholes, minor utility adjustments and pavement restorations.

EDUCATION

Bachelor of Science/
Mechanical Engineering/UTPA

PROFESSIONAL REGISTRATIONS

Texas Professional Engineer
No. 133909

Certified Floodplain Manager
No. 4276-22N



ERIC SCHEIBE, PE, CFM

QA/QC TEAM LEAD

Mr. Scheibe founded Scheibe Consulting, LLC in 2011. Prior to Scheibe Consulting, LLC, Mr. Scheibe work for Halff Associates, Inc. and the US Army Corps of Engineers, Galveston District. Mr. Scheibe has design experience on federal, state, county, city and private projects throughout the State of Texas and in California. His design experience includes general civil design, water resources, streambank stabilization, coastal engineering, site development, water/wastewater design, dam design, sediment analysis, environmental site assessments, and watershed modeling. Mr. Scheibe has obtained formal training in the use of HEC-HMS, HEC-RAS, HEC-RAS unsteady flow, SWAT, HEC-SSP, SMS (USACE multi-dimensional hydrodynamic modeling software), and USACE Wetland Delineation Techniques. He has hands on experience with the HEC-RAS (steady, unsteady, 2D), HEC-HMS, HEC-SSP, HEC-FDA, ArcGIS, Global Mapper, HEC-GeoHMS, HEC-GeoRAS, PC-SWMM, SMS, StormCAD, and Microstation.

EDUCATION

Bachelor of Science/Civil Engineering/Texas Tech

PROFESSIONAL REGISTRATIONS

Texas Professional Engineer No. 98357

Certified Floodplain Manager No. 1244-07N

SH 195 Roadway Improvement Project, Williamson County, TX – PM for the drainage design, WPAP, detention/water quality design, permitting, and construction phase services related to this roadway improvement project in Williamson County, TX.

Wilco Way Roadway Improvement Project, Williamson County, TX – PM for the drainage design, water quality design, WPAP, permitting, and surveying services for this roadway extension project for Williamson County, TX.

City of Georgetown Drainage Master Plan, Georgetown, TX (TWDB FPP) – Project Manager for TWDB Flood Protection Planning Grant funded study that includes Berry Ck., Middle Fork Ck., Pecan Branch, Mankins Branch, and Smith Branch. Services include QA/QC, H&H modeling, GIS, alternative analysis, and FEMA LOMR Submittals for all watersheds.

Valley Ditch Drainage Improvement Master Plan, Killeen, TX – PM for development of a DMP focused on the Valley Ditch watershed in downtown Killeen, TX. Project included new 1D RAS and HMS modeling of this watershed, coordination with Ft. Hood US Army Depot and City of Killeen, and identification of a comprehensive flood reduction project for this watershed.

Blanco Gardens Neighborhood Reconstruction Project, San Marcos, TX (CDBG-DR) – PM for City of San Marcos neighborhood reconstruction project. Project includes 8,200 LF stormsewer, 300 LF water main, 3,000 LF wastewater, 4,000 LF electric duct bank, full-depth roadway reconstruction, regional diversion channel, streambank stabilization, and complex environmental permitting. Project is funded by CDBG-DR funds. Services include full PS&E, construction phase services, land acquisition/easement assistance, public meetings, environmental permitting, and HUD coordination.

Gilleland Creek Risk Map and H&H Modeling/Mapping Study, Austin, TX – PM for this restudy of Gilleland Creek watershed in Austin, TX. This project includes new H&H modeling to Atlas 14, development of new FEMA floodplain maps, uploads to the MIP, and development of new Risk Map Products.

Cypress Creek Dam Master Plan, Kendall Co., TX – PM for development of a new H&H study of Cypress Creek watershed located in Kerr and Kendall Co., TX. Project resulted in the identification of 1 regional dam site to reduce flood risk to Comfort, TX.

Mopac Roadway Improvement Project, Austin TxDOT – PM for the drainage design, stormsewer design, H&H modeling, detention design, water quality design, and construction phase services for roadway improvements from Slaughter Ln. to La Crosse Blvd. (Mopac).



SCHEIBE CONSULTING

DANIEL HARRIS, PE, CFM

H&H MODELING TEAM LEAD

Mr. Harris joined Scheibe Consulting in January 2017. He is a civil engineer with extensive experience in water resources, H&H modeling, and **drainage engineering**. He has been involved in numerous hydrology and hydraulics studies throughout the state, including very large-scale 2D RAS and 2D InfoWorks ICM models. Areas of expertise include steady and unsteady hydraulic modeling, hydrologic modeling, drainage master planning, street drainage design, GIS analysis, **2D RAS analysis, InfoWorks ICM modeling, XPSWMM Modeling, StormCAD modeling, and CivilStorm modeling**. Types of projects he has worked on include storm water design, water supply, dam breach analysis, FEMA CLOMR/LOMR projects, FEMA Map Modernization projects, drainage master planning, **TWDB Flood Protection Planning Studies**, and watershed-scale drainage floodplain mapping studies.

Gattis School Road, Williamson and Travis, TX – Completed hydrologic and hydraulic analyses of existing and proposed conditions for the Gattis School Road project in Williamson and Travis Counties. Created channel modification alternatives for a downstream channel affected by the project. Designed detention pond to reduce proposed peak flows to existing levels in downstream channel

Columbus Industrial Park Drainage Improvements, Columbus, TX – Project Engineer responsible for final modeling and design of drain improvements to reduce flooding within the industrial park. Unsteady **HEC-RAS 2D** was used to model a complex system of interconnected ditches designed to contain the 100-yr event and divert excess flows away from developable areas. Put together 30/60/90/100% construction documents and bid package.

Business 79, Taylor, TX – Project Engineer responsible for H/H models for three creeks draining from the Business 79 project area, and **proposed stormsewer hydraulic analysis (StormCAD)**. Created preliminary channel and structure modification alternatives on the three creeks to facilitate the draining of water from the project area. Performed calculations for and refined drainage layout to include ditches parallel to railroad and new culvert location under the railroad. Assisted with construction document development, and managed final LOMR of Mustang Creek Tributary 1.

Blanco Gardens Stormdrain Improvements, San Marcos, TX – Project Engineering Responsible for 30% design documents and I**nfoWorks ICM analysis of stormdrain** and additional drainage improvements including increasing storm drain capacity, regrading River Rd. to facilitate drainage, and developing a diversion ditch to reduce flooding. Engineer for alternative analyses, and PER report.

Sunset Acres Stormdrain Improvement, San Marcos, TX – Project Engineer Responsible for **InfoWorks ICM 2D stormdrain** for preliminary design of stormdrain improvements in the Sunset Acres neighborhood. Improvements include enhancing an existing detention pond and increasing stormdrain capacity. Improvements were designed to upgrade old facilities and reduce drainage issues throughout the neighborhood.

Cottonwood Overflow XPSWMM 2D Modeling, San Marcos, TX – Project Manager responsible for developing a 2D model of the Cottonwood watershed overflows along Interstate 35. XPSWMM was used with existing 1D model data combined with 2D mesh in overbank areas. The 2D model more accurately modeled the overflows and extents of flooding along Interstate 35.

City of San Marcos Drainage Master Plan, San Marcos, TX – Project Manager responsible for conducting detailed hydrology and hydraulics studies of several streams within the City of San Marcos. Developed flood reduction alternatives for Cottonwood Creek watershed that included combinations of detention and channel improvements. The results of the GBRA Interim Feasibility Study will also be used to develop drainage improvement alternatives for flooding and erosion issues throughout the City and an overall drainage master plan.

EDUCATION

Bachelor of Science/ Geography/Texas A&M University

Master of Science/Geography/ Texas A&M University

Master of Civil Engineering/ Texas &AM University

PROFESSIONAL REGISTRATIONS

Texas Professional Engineer No. 104646

Certified Floodplain Manager No. 0823-0SN



JACK BROWN, PE

CIVIL DESIGN TEAM LEAD

Mr. Brown brings decades of experience throughout the State of Texas. Prior to Scheibe Consulting, LLC, Mr. Brown acted as the Cameron County Engineer and provided management of County projects, including park improvements, water, sewer, drainage facilities, as well as road, bridge construction, and maintenance. Since starting Brown Leal (and before selling to Scheibe), Mr. Brown provided engineering services for both public and private sector projects, including roadway design, detention design, drainage channel improvement design, on-call District Engineering services to CCDD5 and CCDD3, and assistance with establishing CCDD6. Mr. Brown has also managed numerous private commercial projects and residential subdivision projects across South Texas. Mr. Brown's reputation and experience both with the public sector and private development community make him an invaluable professional needed for quality control and project principal oversight. Mr. Brown will ensure all task orders result in realistic model results and usable end products for the city.

EDUCATION

Bachelor of Science/Civil Engineering/Texas A&M University

PROFESSIONAL REGISTRATIONS

Texas Professional Engineer No. 53675

PROFESSIONAL ASSOCIATIONS

Texas Society of Professional Engineers

National Society of Professional Engineers

American Society of Professional Engineers

Valley International Airport Drainage Master Plan, Harlingen, TX – Project Principal responsible for development of new detailed hydrology and hydraulic analysis for the existing surface and subsurface drainage of the Valley International Airport. Drainage Master Plan resulted in the identification of several drainage issues and recommended solutions.

Penn. Ave Drainage Improvement Project, San Benito, TX – Project Principal responsible for the design and construction of a diversion channel and regional detention pond located south of San Benito, TX. This project would result in flood reduction for numerous repetitive and severe repetitive loss properties. Design modeling for this project included RAS 2D.

Combes Lateral Drainage Improvement Project, Combes, TX – Project Principal responsible for the drainage master planning, drainage design, TxDOT Coordination, and Phase 1 Drainage Construction for this project. Project included development of a new InfoWorks ICM model for the entire City of Combes to identify flood reduction improvements, which included stormsewer improvements along Madeley Ave., culvert improvements under Hwy 77, 2 regional detention ponds, and an open channel diversion.

East Treasure Haven Subdivision Improvements, TX – Project Principal responsible for the overall design, permitting, and construction of the East Treasure Haven residential subdivision in Harlingen, TX. Project includes new stormsewer, wastewater improvements, water improvements, and street paving for a 50+ lot subdivision. All stormsewer design was computed using FHWA standards.

Celias Subdivision Improvements, TX – Project Principal responsible for the overall design, permitting, and construction of this residential subdivision in Harlingen, TX. Project includes new stormsewer, wastewater improvements, water improvements, and street paving for a 10+ lot subdivision. All stormsewer design was computed using FHWA standards.

Goodloe Subdivision, Llano, TX – Project Principal for this project. Project includes the design, permitting, and construction of a 30-lot residential subdivision in Llano, TX. Project permitting includes LCRA highland lakes ordinance compliance, and design to COA standards. Drainage Improvements includes diversion channel, detention, and water quality (Bio-Retention Pond).

Tesoro Village Subdivision Improvements, Harlingen, TX – Project Principal for the design, permitting, and construction of residential subdivision improvements for this 50+ lot subdivision in Harlingen, TX. Project included new drainage, paving, water, and wastewater improvements.



MARISA MCKNIGHT, PE, CFM

CIVIL DESIGN TEAM

Ms. McKnight joined Scheibe Consulting, LLC in 2025. Prior to Scheibe Consulting, LLC, Ms. McKnight worked for the City of Cedar Park and Dannenbaum Engineering Corporation. Ms. McKnight has project management experience for City Capital Improvement Projects as well as general municipal and floodplain management review of private development projects. Her project management experience includes City Council presentations, stormwater program and project budget management, grant and alternative source funding management, consultant selection and coordination, contract management, design review, ROW & easement acquisition, community coordination, contractor selection, coordination with City representative & construction inspector and project closeout. Her design experience includes city, county, and state watershed analysis and modeling, bridge scour analysis, culvert and storm sewer design.

EDUCATION

Bachelor of Science/Agricultural Engineering/Texas A&M University

PROFESSIONAL REGISTRATIONS

Texas Professional Engineer No. 138667

Certified Floodplain Manager No. 3436-18N

Ranchettes 2 & 3 Central Drainage Project Phase 2, Cedar Park, TX – City Project manager for design of 1,000 LF of storm sewer to connect to the first phase of the Ranchettes 2 & 3 Central Drainage Project. Project included storm system sized for future phase connections, utility adjustments, mill & overlay existing pavement, and federal funding grant management.

Brushy Creek North Fork Trail Project, Cedar Park, TX – City PM for construction of approximately 3 miles of field engineered concrete trail designed to connect existing regional trail from Brushy Creek Rd to Parmer Ln. Project included floodplain management, federal funding management, TxDOT coordination and property acquisition.

Ranchettes 2 & 3 Central Drainage Project, Cedar Park, TX – City PM from design through construction of project involving the addition of a storm sewer system through an older established neighborhood with no previous system to reduce localized flooding through neighborhood. Project included storm sewer, detention, creek channelization, utility adjustments, mill & overlay existing pavement, community coordination, and property acquisition.

Blockhouse Creek Channelization Project, Cedar Park, TX – City PM for design of creek channelization project to reduce floodplain area and depth within established neighborhood. Project included management of alternative funding through an interlocal agreement, property acquisition, storm sewer, detention, creek channelization, utility adjustments, mill & overlay existing pavement, and improvements to existing park.

Riviera East Drainage Project, Cedar Park, TX –City PM for preliminary engineering design of storm sewer system within an established neighborhood to reduce localized flooding, increase capacity in older water system, mill & overlay existing pavement.

Krienke Ranch Rd Creek Crossing Project, Cedar Park, TX – City PM from design through construction for the removal of out of service low water crossing and replacement with bridge class culverts to pass minimum storm events. Project included floodplain analysis and management, property acquisition, coordination for funding through interlocal agreement.

807 Lone Star Dr Pond Rehabilitation Project, Cedar Park, TX – City PM from design through construction of pond renovation that increased capacity and modified outfall structure on existing pond.

E Whitestone (RM 1431) Stormwater Maintenance Project, Cedar Park, TX – City PM from design through construction of a groundwater by-pass system designed to remove constant groundwater flow from an existing water quality pond. Project included storm sewer, TxDOT and CAPMETRO coordination.



ERIN CUPPETILLI, PE, CFM

CIVIL DESIGN TEAM

Ms. Cuppetilli has been employed by Scheibe Consulting, LLC since 2014. Her design experience includes general civil design, water resources, site development, hydrology and hydraulics studies, and watershed modeling. Ms. Cuppetilli has obtained formal training in the use of HEC-RAS 2D, ArcGIS, and InfoWorks. She has experience with the HEC-RAS (steady, unsteady, 2D), HEC-HMS, ArcGIS, Global Mapper, HEC-GeoHMS, HEC-GeoRAS, PC-SWMM, InfoWorks ICM, and Microstation.

Travisso Subdivision Regional Detention / WQ Facility Design, Leander, TX – Project Engineer for construction phase services and design modifications to a regional detention and water quality facility for the 3,000 +/- acre subdivision outside Leander, TX. Project included permitting through TCEQ, LCRA, and Leander. Project included a dam rehabilitation, floodplain study, dam breach analysis, impact analysis, construction document development, and construction phase services.

Blanco Gardens Drainage Improvement Project, San Marcos, TX – Engineer for City of San Marcos drainage improvement project. Project includes coupled InfoWorks ICM 2D modeling for stormsewer, regional detention, regional water quality, roadway, and utility improvements. Provided assistance with construction documents and InfoWorks ICM 2D modeling.

MOPAC Intersections Tollway Improvements, N. of Slaughter Ln. to S. of La Crosse Ave., Austin, TX – Engineer for floodplain study of Slaughter Creek at Mopac crossing. Provided culvert crossing analysis using EPA-SWMM, HEC-RAS, and HEC-HMS. Developed stormsewer design and detention design construction documents.

Jackson County Drainage and Coastal Resiliency Master Plan, Jackson Co., TX – Project Engineer for development a dual coastal resiliency master plan and drainage master plan for Jackson County, TX. This project focuses on review of past coastal projects in the County, identification of constraints, and development of a master plan for utilization of local GOMESA funds into the future. Project includes stakeholder coordination with Jackson Co. Navigation District, Drainage District, LNRA, and other local NGOs.

Jackson County / Lavaca River FIF Study, Jackson Co., TX – Project Engineer for a TWDB study of the Lavaca River in Jackson County. Project focuses on flood risk evaluation in the inland reaches and coastal surge impacts at the outfall to the Matagorda Bay system. Project includes coastal surge analysis and flood evaluation of coastal property near the mouth of the Lavaca River.

N. Barker St Roadway and Drainage Improvements, Thrall, TX – Project Engineer for the design of drainage improvements, a new roadway crossing, and roadway improvements in Thrall for an old neighborhood with known drainage issues.

SH 195 Roadway Improvement Project, Williamson County, TX – Project Engineer for the design of roadway improvements for SH 195 in Williamson County. Project included TCEQ WPAP permitting, water quality and detention design, drainage improvement design, and H&H modeling support.

Buddin Site Development, Bee Cave, TX – Project Engineer for the design of site improvements for a commercial development in Bee Cave, TX. Project included replatting, field survey, design construction plans, permitting, and construction phase services.

EDUCATION

Bachelor of Science/Civil Engineering/University of Texas at Tyler

PROFESSIONAL REGISTRATIONS

Texas Professional Engineer No. 137988

Certified Floodplain Manager No. 2991-16N



DEANROY MBABZI, PHD, PE, CFM

CIVIL DESIGN TEAM

Dr. Mbabazi is a water resources engineer with specialized expertise in hydrologic and hydraulic modeling, watershed analysis, and advanced data-driven solutions. He brings 15 years of combined experience, including the last 3 years with Scheibe Consulting. His skill set includes development of early warning and forecasting systems, irrigation design, and infrastructure planning, supported by strong capabilities in AI/machine learning, statistical modeling, and high-performance computing. He is highly proficient in industry-standard tools such as HEC-HMS, HEC-RAS (1D/2D), InfoWorks ICM, SWAT, and MODFLOW, along with programming in Python, MATLAB, and C++. His experience also includes the design and management of regional water monitoring networks and successful execution of complex, grant-funded technical projects.

Jackson County Drainage District Flood Protection, Jackson County, TX – Hydrologics and Hydraulics Team Engineer, Graduate Engineer responsible for H&H modeling, alternative analysis, channel modifications, culvert improvements, evaluation to reduce flood risk for existing conditions, benefit-cost analysis, drainage design and identifying existing flood risk.

CCDD3 Flood Protection Planning Study, Cameron County, TX – Graduate Engineer responsible for H&H modeling, alternative analysis, channel modifications, culvert improvements, evaluation to reduce flood risk for existing conditions, benefit-cost analysis, drainage design and identifying existing flood risk.

EDUCATION

Bachelor of Science / Agricultural Engineering / Makerere University

Master of Science / Agricultural and Biological Engineering / University of Florida

Doctor of Philosophy / Biological and Agricultural Engineering / Texas A&M University

PROFESSIONAL REGISTRATIONS

Texas Professional Engineer No. 160215

Certified Floodplain Manager No. 4478-23N



SCHEIBE CONSULTING

JUAN GARCIA, RPLS

SURVEYING TEAM LEAD

Mr. Garcia has been employed by Scheibe Consulting, LLC since May 2024 when JNH Surveying was acquired. He has forty-four years of experience with land surveying including boundary surveying, topographic surveying, ALTA surveying, title surveys, and construction staking projects as well as construction layout for buildings, subdivisions, roadways, curb/gutter, pipelines, and precise leveling. Mr. Garcia has some of the oldest survey records in Cameron Co., with original documents dating back to the early 1900's. Mr. Garcia's benchmark database is equally impressive resulting in reduced records search and more efficient boundary surveys for the local community.

Combes Lateral, CCDD5, Combes, TX – Survey Lead for the collection of existing utilities and surface improvements along Hwy 77 (TxDOT) ROW. Survey was used for the design of culvert improvements under Hwy 77, channel improvements east of Hwy 77, and stormsewer improvements through the town of Combes.

CCDD3 FIF Study, San Benito, TX – Survey Lead for the collection of bridge and culvert data used in the H&H models for this project. Survey included ROE, private crossings, and all survey was collected to FEMA data capture standards.

San Benito FMA Project, San Benito, TX – Survey Lead for the collection of all existing stormsewer throughout the City of San Benito. Project included traffic control, surface improvement surveys, record research, inlet surveys, flowline surveys, and pipe size measurements. Data was used for the development of an InfoWorks ICM model of the entire City stormsewer network, ultimately used for the development of a City-wide Drainage Master Plan.

Miscellaneous Title, Boundary, Topo Surveys, Cameron Co., TX – Survey Lead for title, boundary, and topographic surveys throughout Cameron County for over 40 years. Services include quick turnaround surveys, ALTA surveys, record research, expert witness services, City Limit metes/bounds, topographic surveys, and construction staking surveys.

Murphy Lateral Diversion Project, Primera, TX – Survey Lead for the boundary survey and topographic survey related to a new diversion channel connecting Murphy Lateral and S. Fork Lateral channels, upgradient of the UPRR crossing. Services include ROE, ROW delineation, ROW surveys, and coordination with property owners.

Penn. Ave. Lateral Diversion Project, San Benito, TX – Survey Lead for the boundary survey and topographic survey related to a new diversion channel connecting the Penn. Ave. Drain to an adjacent major drain, upgradient of San Benito, TX. Services include ROE, ROW delineation, ROW surveys, and coordination with property owners.

EDUCATION

115 Credit Hours in Engineering, Surveying, and an "AA" Degree in Drafting Technology

PROFESSIONAL REGISTRATIONS

Texas Registered Professional Land Surveyor No. 4203

MEMBERSHIPS

Texas Surveyors Association

Rio Grande Builders Association

Chairman Appraisal Review Board

American Congress of Surveying and Mapping



AFFILIATIONS

President of the RGV Engineering Alumni Association,
American Society of Civil Engineers,
Associated General Contractors of America,
Geo Institute,
American Concrete Institute
Texas Society of Professional Engineers

EDUCATION

Graduate of Sharyland High School
Mission, Texas
2006
Bachelor of Science in Civil Engineering
University of Texas at Rio Grande Valley, Edinburg
2016

WORK HISTORY

MEG Engineers, Austin, Texas
Geotechnical Engineer P.E,
2017-present

Geotechnical Research Lead, 2013-2016

REGISTRATIONS

Texas Board of Professional Engineers: Registration Number 142114 is Current

AMOS

EMERSON P.E.

GEOTECHNICAL ENGINEER, PE

Phone 512-702-8500
Email aemerson@megengineers.com

PROFILE

Mr. Emerson serves as Geotechnical Engineer PE of MEG's San Antonio, Texas office. He has over 8 years' experience in the engineering industry and vast knowledge in geotechnical engineering and construction materials testing in the South Texas area. Projects that Mr. Emerson has been involved with include mixed-use developments, urban mid-rise buildings, educational facilities, airport facilities, commercial low-rise to mid-rise buildings, water and wastewater treatment facilities, elevated water towers, industrial facilities, multi-family developments, churches, residential subdivisions, and general retail centers. Pavement projects that Mr. Emerson has been involved with include highways, Municipal Roadways, industrial parks, heavy duty concrete/asphalt paving, freight centers, industrial applications.

Mr. Emerson's responsibilities as a Geotechnical Engineer EIT include coordination of field personnel, communication with the clients, generation of daily logs and weekly status reports, training of technicians, evaluating laboratory and field testing data, Performing and oversight of Advanced Testing, Managing Advanced Testing Lab Certifications, scheduling and managing field personnel, Report Generation, Proposal Estimations, Design Considerations, in-house IT Solutions, Technical Presentations, Research oriented projects, Geotechnical Research and development, Conducting and conception of in-house Marketing efforts, Intern training program, and

PROJECT EXPERIENCE – TEXAS

Perez Consulting Engineers, City of Mercedes Streets, Mercedes, TX | Geotechnical Engineer
MEG performed assessments of various streets within Mercedes city limits following ASTM methods. Amos oversaw the project from field to report finalization.
GDJ Engineering, Las Milpas Roadway Project, Las Milpas, TX | Geotechnical Engineer
MEG prepared Geotechnical engineering report with pavement recommendations for Las Milpas Road. Amos oversaw the team preparing the recommendations.
Port of Brownsville, Ostos Road Reconstruction, Brownsville, TX | Geotechnical Engineer
MEG prepared a Geotechnical engineering report with pavement recommendations. Amos oversaw the team preparing the report
City of Laredo, Manhole Reconstruction, Laredo, TX | Geotechnical Engineer
MEG prepared a Geotechnical engineering report with required recommendations. Amos oversaw the team preparing the report.
LQ Investments, New Braunfels SH46 – Streets, New Braunfels, TX | Geotechnical Engineer
MEG prepared a Geotechnical engineering report with required recommendations. Amos oversaw the team preparing the report.

TAB C

FIRM CAPABILITY & PAST EXPERIENCE

SCHEIBE CONSULTING LLC

A. Five (5) projects completed by the firm:

PROJECT #1

Project Name/Location: Blanco Gardens Roadway, Utility, and Drainage Improvements Project
Firm Name Work Performed Under: Scheibe Consulting, LLC
Year Completed: 2025
Total Cost: $1.8 Million (Engineering Fees/Services), $15 Million (Construction Fee)
Client or Owner's Representative: Mr. Shaun Condor, PE, PMP; Director of Engineering and Capital Improvements (San Marcos)
Phone Number of Client/Owner's Representative: (512) 393-8134

Project Description: The city of San Marcos experienced severe flooding from past events including May 2015 ("Memorial Day Flood") and Oct. 2015 ("All Saints Day Flood") resulting in a federal disaster declaration for both events. Several lives were lost due to these floods and extensive flood damage was realized. The GLO, TxDEM, TWDB, and other funding agencies collaborated to help fund infrastructure improvement projects throughout the City. The Blanco Gardens project was funded through GLO CDBG-DR funding and other funding sources. Scheibe Consulting was initially hired to conduct a preliminary engineering analysis of the project area and identify flood risk areas, drainage improvement needs, roadway improvement needs, and utility adjustment/improvement needs. The preliminary engineering analysis included a 2D InfoWorks ICM model of the project area, detailed surveying, and environmental assessments. The Team was in continued collaboration with HUD/GLO review staff throughout this project and has worked closely with them and numerous resource agencies to ensure full environmental compliance with federal standards. Scheibe was then hired to provide full design and construction phase services to see this project through to completion. This project included full-depth street reconstruction of River Rd., Mill and Overlay improvements along several of the minor residential streets in the neighborhood, installation of ~6,500 LF of storm sewer (ranging from 5' x 5' RCBs to 24" RCPs, installation of 1,000 LF of new PVC WW line, installation of 500 LF of 8" Water Main, installation of 3,000 LF of electric duct bank, installation of 5,000 LF of Concrete Alley flumes, relocation of 5,000 LF of 2" & 3" gas mains, construction of a 3,000 LF (30-ft wide) diversion channel, and installation of a 500 LF by 30-ft tall limestone retaining wall and outfall structure for the outfall of the new storm drain in to the San Marcos River. Scheibe utilized InfoWorks ICM to evaluate this project, identify the benefits, and design drainage improvements. Water quality and detention ponds were also evaluated as part of this project.



View of the inundation areas in San Marcos Texas using InfoWorks 2D Modeling

The current project objectives include the following:

- Drainage master planning
- Survey services & coordination
- Advanced hydrodynamic & 2D modeling (InfoWorks ICM)
- Drainage design
- PER development (TWDB FPP Report)
- Cost estimation
- Land Acquisition (following HUD / CDBG-DR protocol)
- Geotechnical Investigations, Roadway, and Traffic Design
- Electric Duct Bank Design
- Water/Wastewater Main Design
- Streambank Stabilization Design
- Public notification, outreach, and meetings
- Complex environmental, historical, and archeological considerations

This project was completed on schedule and within budget.

"I highly recommend Scheibe Consulting for their professional engineering services and look forward to working with them in the future." – Rey Garcia, City of San Marcos



5X5 RCB Trench (~20-ft Deep), River Road, San Marcos, TX (Blanco Gardens Neighborhood)

PROJECT #2

Project Name/Location: Nolan Creek Flood Protection Planning Study, Killeen, TX & Bell Co., TX
Firm Name Work Performed Under: Scheibe Consulting, LLC (Prime)
Year Completed: 2021 (Schedule was met) **Funding:** Local and TWDB
Total Cost: $400,000 (Engineering Fee) – Project completed within budget
Client or Owner's Representative: Ms. Kendra Coufal, Central Texas Council of Governments
Phone Number: (318) 225-2502



View of flooded street near Nolan Creek

Project Description: Project was focused on developing a Drainage Master Plan for the Nolan Creek Watershed, as well as development of a flood warning master plan for this same region. This project included development of new georeferenced hydrologic (HEC-HMS) and hydraulic (HEC-RAS) models. Tasks included LiDAR processing and DEM development for hydrologic and hydraulic modeling. ArcGIS was used with the GeoHMS / ArcHydro tools to delineate the overall watershed boundaries and sub-basin boundaries. Project included development of new HEC-HMS and HEC-RAS 1D steady-state models for the entire Nolan Creek watershed. Study included validation to T.S. Hermine and the other recent flood events. NexRAD radar data was used to recreate these historic events, but due to limited river gauge information, historic high-water marks and flood photos were used to develop a probable flood level GIS index. The combined HEC-HMS and HEC-RAS models were used to compare to these historic high-water indexes. The results of the modeling indicated good correlation to these historic events. This project also included evaluation of several NRCS dams, runoff from Ft. Hood, and complex hydraulics near channel confluences. Watershed sub-basin boundaries were set to a range of 0.1 to 2 sq. miles (close to the requirements set by the City of Austin[ES1.1]), and 24-hr frequency storm with SCS losses were used in the hydrologic analysis (similar to the City of Austin standards). The TR-55 Time of Concentration (Tc) method was also used with consideration of adjustments in sheet flow segments between existing and fully developed conditions. Tc's were reviewed by plotting Tc versus DA to identify any anomalies. This study also included aerial reduction runs within HEC-HMS, as Scheibe chose to use the "alternating block" rainfall distribution approach. This project included new 100- and 500-yr existing floodplains for all watersheds. 2-, 10-, 25-, 50-, 100-, 250-, and 500-yr flows were computed and simulated in the final HEC-RAS models. Modified-Puls routing was also used in the HEC-HMS modeling. This project included independent QA/QC measures between the multiple firms that worked on this project. Scheibe was the Prime firm responsible for all management, quality control, communications, and execution of this project. This project also included development of flood reduction alternative and benefit-cost analyses to assist with development of a Watershed-Wide Drainage Master Plan. All modeling and mapping activities were conducted following the latest in FEMA modeling, mapping, and data capture standards. All floodplain maps developed for this project were compared to existing FEMA floodplains. Flood risk datasets were developed and used as part of several public meetings that were managed by the Scheibe Consulting Team.

This project also included a detailed review of the existing river gauge network and flood warning system currently operated by the City of Belton via an interlocal agreement with Killeen and Harker Heights. This effort included visiting each river gauge, inspecting the equipment, review of telemetry improvements, identification of new river gauge locations needed, survey of gauge benchmarks, and coordination of ways to improve the system.

This project was completed on schedule and within budget.

PROJECT #3

Project Name/Location: Block House Creek, Cedar Park, TX
Firm Name Work Performed Under: Scheibe Consulting, LLC
Year Completed: Ongoing
Total Cost: $10 Million (Engineering Fees/Services)
Client or Owner's Representative: Ryan Beardmore
Phone Number: (512) 401-5340



Figure showing benefitting structures for the 100-year rainfall event

Project Description: The City of Cedar Park developed a Drainage Master Plan following extreme flood losses due to Hurricane Hermine and the flood of 2007. One of the priority projects from the master plan was the need to improve drainage along Block House Creek just upstream of US 183. Scheibe was hired to conduct preliminary engineering design, final design, and construction phase services for this project. Scheibe developed a new 2D RAS model for this reach of Block House Creek, developed an improved HMS model based on current land use and incorporating several existing regional detention ponds (previously ignored in the UBCWCID / FEMA model). Scheibe developed a recommended design that included the following:

- Channel widening from US 183 up to Sumac Ln (~1,000 LF) with a benched 100-ft bottom width channel (4:1 side slopes) that meanders through Peggy Garner Park (to avoid impacts to the larger Oaks)
- Park Improvements (including new pedestrian bridge, storm sewer improvements under the park area to maximize usable space, new basketball court, and relocation of a baseball diamond)
- Three new culvert crossings that pass the 25-yr flood under the roadway (Peach Tree Ln, Cypress Ln, and Sumac Ln)
- Construction of a Dam upstream of Sumac to maximize usable city property upstream,
- Coordination with property owner (between US 183 and CapMetro) to obtain drainage easement, channel widening, and regional detention, and
- Construction of 4 new 8x5 RCB culverts under US 183.

This project includes parkland improvements, TxDOT permitting, USACE Individual Permitting (due to exceeding the limits under NWP 43). This project involved coordination with USACE Ft. Worth District, wetland delineations, OHWM survey, and mitigation analysis. In summary the project included:

- Survey services, ROW, boundary, topographic, SUE, & coordination
- Advanced 2D H&H modeling (HMS and RAS 2D)
- Channel Widening & Natural Channel Design
- Full Civil Design & Construction Cost Estimates (30%, 60%, 90%, 100% + specifications)
- Bid Phase Services (including interview of contractor references)

This project is currently on schedule and within budget.

PROJECT #4

Project Name/Location: Sunset Acres Roadway, Utility, and Drainage Improvement Project, San Marcos, TX
Firm Name Work Performed Under: Scheibe Consulting, LLC
Year Completed: 2023
Total Cost: $11.1 Million
Client or Owner's Representative: Mr. Rohit Vij, PE, PMP
Phone Number of Client/Owner's Representative: (512) 393-8133

Project Description: The City of San Marcos has experienced severe and recurring flooding within the Sunset Acres neighborhood due to poor drainage infrastructure, off-site overflows from Willow Creek tributary, and inadequate storm drainage in TxDOT ROW along IH-35 (which this entire neighborhood drains to). This project includes:

- Design of a new storm sewer system throughout the neighborhood (13,500 LF of SD ranging from 8X5 RCBs to 18" RCPs),
- Reroute and/or replace utility lines (wet and dry),
- Provide traffic calming measures throughout the neighborhood (to help limit IH-35 overflow traffic during rush hour),
- Water Quality Improvements
- Diversion Channel Design (from Willow Ck. to a new detention pond)
- Regional detention design (on San Marcos ISD property just west of the subdivision)

Simultaneous to this project, TxDOT has been upgrading IH-35 adjacent to this neighborhood. IH-35 improvements include a new storm sewer along IH-35 access road, adjacent to this project. A key element to the success of this project was the development of a InfoWorks ICM model to evaluate existing and proposed conditions, necessary to coordinate with TxDOT to ensure their improvements would accommodate the additional flow from this neighborhood.

The project included (as a summary) the following:

- Complex Storm sewer Design (including coordination with IH-35 design elements)
- Regional Detention Design
- Regional Diversion Channel Design
- Survey services & coordination
- Advanced hydrodynamic & 2D modeling (InfoWorks ICM)
- Final Design (30%, 60%, 90%, 100%) for Phase 1 services
- Construction Cost Estimates (30%, 60%, 90%, 100%)
- Land Acquisition (for detention)
- Roadway Reconstruction and traffic calming improvements
- TxDOT Coordination
- Public Meetings

This project was completed on schedule and within budget.



Figure showing areas of inundation for the 100-year rainfall event

PROJECT #5

Project Name/Location: City of San Benito Drainage Master Plan, San Benito, TX
Firm Name Work Performed Under: Scheibe Consulting, LLC
Year Completed: 2024
Construction Cost: $408,060 (Engineering Fee)
Name of Client/Owner's Representative: Mr. Craig Harmon
Title of Client/Owner's Representative: District Manager, Cameron County Drainage District No. 3
Address of Client/Owner's Representative: PO Box 937, San Benito, TX 78566
Phone Number of Client/Owner's Representative: 956-399-2484

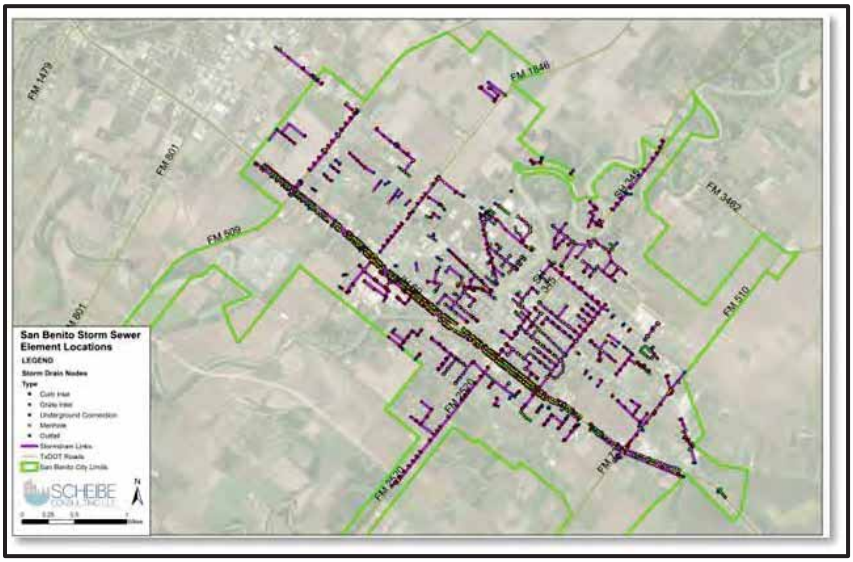


Figure showing San Benito's Stormwater System

Project Description:

Cameron County Drainage District #3 has made an effort over the years to identify and resolve flooding issues throughout the district boundaries. In 2010, CCDD3 developed their first Drainage Master Plan using 1D steady state modeling. The result was new hydraulic models and flood reduction recommendations. With the recent developments in computation speeds and software enhancements, new 2D modeling software has become easier and more reliable to use. In 2020, CCDD3 hired Scheibe Consulting, LLC to develop a TWDB FIF, Category 1 application, which was awarded by the TWDB in 2021. Scheibe started work on this CCDD3 FIF project in late 2021. Once this project was started, it was realized that additional modeling would be needed to better evaluate flood risk for the City of San Benito (located in the middle of the CCDD3 boundary). Scheibe assisted CCDD3 with a request for grant funding through the FMA program to develop a City-Wide Drainage Master Plan using InfoWorks ICM for surface 2D and subsurface storm sewer analysis. As part of this project, Scheibe collected a complete new inventory of the entire City storm sewer system using field survey data collection, as the City had no records of their existing infrastructure. Scheibe was tasked with building a GIS inventory based on the field survey of the storm sewer system and then develop a detailed InfoWorks ICM model for the entire City. The model includes subsurface storm sewer modeling, coupled with surface 2D modeling. The goals were to identify flood risk areas, develop flood reduction alternatives, perform BCR analyses, and assist the City with funding for design/construction activities. Scheibe's modeling tasks included development of a new inlet let hydrologic model and hydraulic model for the City. The SCS curve number and unit hydrograph method were used (with reduced peaking factor for the study region). Atlas 14 rainfall statistics were incorporated. Standards SCS time of concentration analysis was performed. Hydraulic modeling included use of standardized land use n-value assumptions, and HEC-22 loss methods. This InfoWorks model includes an estimated 4,788 links and nodes total. Due to the size, the model was divided into multiple sub-models for ease of stabilization and analysis.

This project resulted in flood risk mapping for existing conditions, flood risk reduction mapping for proposed alternatives, field survey data collection, and public meetings.

This project was completed on schedule and within budget.

B. Affirmation that the firm and proposed team have the staffing capacity and technical capability to complete the project within the proposed schedule

Scheibe affirms that is capable of successfully handling and undertaking this project within the proposed schedule.

C. Provide at least three references for similar projects, including contact name, organization, phone number, email address, project description, scope of services, and construction cost using the provided reference form.

This has been included in the following pages.

D. Business Data Certification Form

This has been included in the following pages.

E. Reference Sheet Form.

This has been included in the following pages.

F. Description of projects that successfully advanced into construction, funding approval, FEMA approval, or implementation.

This is demonstrated in the list of 5 representative projects shown in previous pages.

REFERENCE FORM

The following information shall be required to accompany all bid submittals.

1. Local company's business name and business information.

Company name: _Scheibe Consulting, LLC_____

Address: 608 E. Harrison Ave., Harlingen, TX, 78550_____

Contact Person: __Luis Vargas _____

Office Phone #: ___(956) 248.4014_____ Mobile #: _(956) 667.0043_____

Email Address: __lvargas@scheibeconsulting.com_____

2. Your Corporate Company's name and business information.

Corporate name: _Scheibe Consulting, LLC_____ ___

Address: 11612 Bee Caves Rd. Bldg 1, Ste 240, Austin, TX, 78738_____

Office Phone #: ___(512) 252.8634_____ Mobile #: (713) 859.5744

Email Address: _escheibe@scheibeconsulting.com_____

3. Does your company participate in Cooperative Contract Pricing? ~~NO~~ (select below)

___ BuyBoard (TASB) ___ H-GAC ___ Choice Partners ___ GSA ___ ASC
___ OMNIA Partners ___ TXMAS ___ Sourcewell ___ TIPS ___ TCI
___ TXSmartBuy ___ TXDIR ___ Other: _____

CO-OP Contract #: _____ Effective Dates: _____ to _____

4. A minimum of 3 references (local preferred).

	Company Name	Contact Name	Phone	Email
1.	Cameron County Drainage District No. 5	Rolando Vela	956-423-6411	rolando@ccdd5.org
2.	Cameron County Drainage District No. 3	Ben Escobar	956-399-7637	bescobar@ccdd3.org
3.	City of Brownsville	Carlos Lastra	956-547-618	carlos.lastra@brownsvilletx.gov

5. Municipal projects (local preferred):

	Municipality Name	Project Name	Amount	Completion Date
1.	CCDD3	FIF Drainage Master Plan	$1,650,000.00	Ongoing
	Contact Name, Phone, Email: Ben Escobar, 956-399-7637, charmon@ccdd3.org			
2.	CCDD3/CoSan Benito	San Benito Drainage Master Plan	$408,060.00	Ongoing
	Contact Name, Phone, Email: Fred Sandoval, San Benito CM 956-368-4162, fsandoval@cityofsanbenito.com			
3.	CCDD3	Pennsylvania Ave. Diversion Project	$134,904.50	Ongoing
	Contact Name, Phone, Email: Ben Escobar, 956-399-7637, charmon@ccdd3.org			
4.	CCDD5	Murphy & S. Fork Lateral Regional Pond Project	$782,610.00	Ongoing
	Contact Name, Phone, Email: Rolando Vela, 956-423-6411, Rolando@ccdd5.org			
5.	CCDD5	Combes Lateral Channel Improvements & Regional Detention Project,	$521,739.00	Ongoing
	Contact Name, Phone, Email: Rolando Vela, 956-423-6411, rolando@ccdd5.org			

BUSINESS DATA CERTIFICATION

Name of Firm: Scheibe Consulting, LLC

Address: 608 E. Harrison Ave, Harlingen, TX, 78550

Number of Years in contracting business under present name: 15

Type of work performed by your firm: Civil Engineering, Surveying Services, Water Resources

Have you ever failed to complete any work awarded to you? (Y/N) No

Have you ever defaulted on a contract? (Y/N) No

He certifies that:

(a) The legal name and the business address of the undersigned are:

Luis Vargas, 608 E. Harrison Ave., Harlingen, TX, 78550

(b) The undersigned is : **(Circle One)**

A Single Proprietorship A Corporation organized in the State _____

A Partnership of Other Organization Limited Liability Company

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
Eric C. Scheibe, PE, CFM	President	11612 Bee Caves Rd., Bldg 1, Ste. 240, Austin, TX 78738

(d) The name and addresses of all other persons having a substantial interest in the undersigned, and the nature of the interest are:

NAME	ADDRESS	NATURE OF INTEREST
N/A		

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are:

NAME	ADDRESS	TRADE CLASSIFICATION

N/A		

Eric Scheibe, PE, CFM

NAME OF AUTHORIZED REPRESENTATIVE (printed)



SIGNATURE OF AUTHORIZED REPRESENTATIVE

07/09/2026

DATE

TAB D

FAMILIARITY WITH APPLICABLE RULES & REGULATIONS

SCHEIBE CONSULTING LLC

Scheibe Consulting is well-versed in the federal, state, and local regulatory framework governing this project, including applicable professional standards, FEMA Hazard Mitigation Assistance requirements, floodplain regulations, and Government Code Chapter 2254, Subchapter A, along with the environmental and permitting requirements associated with projects of this nature.

The firm is also familiar with the following:

- **Executive Order 11988 – Floodplain Management:** Scheibe Consulting understands the requirements for evaluating and minimizing impacts within the floodplain in accordance with this Executive Order, and incorporates its principles into project planning and design.
- **FEMA Region 6 Hazard Mitigation Assistance documentation requirements:** The firm has experience preparing the technical and environmental documentation necessary to support FEMA Region 6 HMA applications, including benefit-cost analysis and supporting engineering studies.
- **SHPO coordination requirements:** Scheibe Consulting is experienced in coordinating with the State Historic Preservation Office as needed to identify and address potential impacts to historic or cultural resources.
- **Floodplain permitting requirements:** The firm is well-versed in local, state, and federal floodplain permitting processes, and works closely with the appropriate agencies to ensure timely compliance.
- **TxDOT specifications and standards:** Where applicable, Scheibe Consulting applies TxDOT specifications and standards to ensure design compatibility with state roadway and drainage infrastructure.

CERTIFICATION REGARDING DEBARMENT & SUSPENSION
AND OTHER RESPONSIBILITY MATTERS

In accordance with the Executive Order 12549, the prospective primary participant certifies to the best of his / her knowledge and belief, that its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction or records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification.

d. Have not within a three-year period preceding this application / proposal had one or more public transactions (federal, state, or local) terminated for cause of default.

e. Acknowledge that all sub-contractors selected for this project must be in compliance with paragraphs (1) (a – d) of this certification.

Eric C. Scheibe, PE, CFM - President
Name and Title of Authorized Agent

07/07/2026
Date


Signature of Authorized Agent

_____ I am unable to certify to the above statements. My explanation is attached.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/15/2025

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
(35-90-83)
CINDY MONTGOMERY
1350 E ARAPAHO RD#226

RICHARDSON, TX 75081

CONTACT NAME:
PHONE (A/C, NO, EXT): 972-671-7039
FAX (A/C, NO):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Truck Insurance Exchange	21709
INSURER B: Farmers Insurance Exchange	21652
INSURER C: Mid Century Insurance Company	21687
INSURER D: Fire Insurance Exchange	21660
INSURER E:	
INSURER F:	

INSURED
SCHEIBE CONSULTING, LLC
PO BOX 161357

AUSTIN, TX 78716-1357

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME 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 AFFORDEDTHE 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	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PROJECT / LOC OTHER			605062112	12/15/2025	12/15/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea Occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 75,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			605062112	12/15/2025	12/15/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ $ $ $
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
D	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	B07499602	12/01/2025	12/01/2026	X PER STATUTE / OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $1,000,000 $1,000,000 $1,000,000

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

CERTIFICATE HOLDER **CANCELLATION**

Scheibe Consulting LLC 11612 Bee Caves Rd Ste 240 Building 1, Suite 240 Austin, TX 78738	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 Farmers Insurance Exchange;Fire Insurance Exchange

ACORD 25 (2016/03)

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31-1769 11-15

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CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

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

By law this questionnaire must be filed with the records administrator of the local government entity no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, local Government Code. An offensive under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

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

Scheibe Consulting, LLC

2 ☐ **Check this box if you are filling an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

N/A

Name of Officer

This section, (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or Coordinator, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section..

4

	7/10/26
Signature of person doing business with the governmental entity	Date

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

OFFICE USE ONLY
Date Received

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

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

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

A person commits an offense if the person knowingly violates Section 176.006, local Government Code. An offensive under this section is a Class C misdemeanor.

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

NONE

2 ☐ **Check this box if you are filling an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

NONE

Name of Officer

This section, (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additional pages to this form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ NA ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ NA ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or Coordinator, or holds an ownership of 10 percent or more?

☐ Yes ☐ NA ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

SAMPLE

Bid #11

TEDSI

CITY OF HARLINGEN TEXAS

REQUEST FOR QUALIFICATIONS

RFQ No. 2026-11

TREASURE HILLS BOULEVARD

STORM SEWER IMPROVEMENTS



IMPROVING DRAINAGE | BUILDING RESILIENCE | SERVING OUR COMMUNITY

PREPARED BY:

TEDSI Infrastructure Group

1201 E. Interstate Highway 2
Mission, Texas 78572

(956) 424-7898

IN ASSOCIATION WITH:

GDJ Engineering

COLLABORATION | INTEGRITY | SOLUTIONS | RESULTS

JULY 2026

TEDSI INFRASTRUCTURE GROUP

Consulting Engineers
1201 E. Interstate Highway 2 ♦ Mission, Texas 78572

July 14, 2026

City of Harlingen
Purchasing Department
Attention: Mari Leal, Procurement Supervisor
404 S. 54th Street
Harlingen, TX 78550

Re: Request for Qualifications for Professional Engineering Services City of Harlingen Treasure Hills Boulevard Storm Sewer Improvements (SYS#008 & SYS#018) RFQ No: 2026-11

To whom it may concern:

TEDSI Infrastructure Group, Inc. (**TEDSI**), together with GDJ Engineering, LLC (**GDJ**), has formed a multidisciplinary team of experienced professionals with a proven track record of successfully delivering engineering services throughout Texas.

TEDSI is a multi-disciplinary team of professionals with vast experience delivering engineering services similar to those outlined in the scope of work. Our successful track record includes the design and execution of numerous public sector projects, including civil infrastructure improvements, alley rehabilitation, and various municipal assignments. **TEDSI** possesses the technical expertise, staffing capacity, and dedication necessary to successfully deliver a full range of professional civil engineering services.

With over 40+ years of experience, **TEDSI** is a well-established engineering consulting firm with a local presence in Mission, Texas. We are registered with the Texas Board of Professional Engineers (Firm Registration No. F-1640) and are fully authorized to provide engineering services within the State of Texas.

TEDSI takes pride in delivering **functional, cost-effective solutions** that meet our clients' expectations. We are fully committed to completing all design efforts within the time limit established by the City of Harlingen. All proposed **Key Personnel** possess substantial experience and technical expertise in their respective disciplines. At **TEDSI**, client relationships are a cornerstone of our business philosophy. We are committed to building and sustaining long-term partnerships by consistently delivering services that meet or exceed expectations.

We appreciate the opportunity to submit our qualifications for your review and consideration. The primary contact person along with his information is as follows:

Mr. Ponciano N. Longoria, P.E., CFM
Address: 1201 E. Interstate Hwy 2, Mission TX 78572
Phone Number: (956) 424-7898
Fax: (956) 424-7022
Email: ponciano.longoria@tedsi.com

By signing this letter of transmittal, I certify that I am a **TEDSI** officer authorized to bind **TEDSI** into contract with the City of Harlingen and understand the work to be performed and committed that the staff will perform all work required by the city.

Sincerely,

TEDSI INFRASTRUCTURE GROUP, INC.

Jesus Salinas
CEO/President

TABLE OF CONTENTS

Page

1. TAB A: APPROACH TO SCOPE OF WORK ----------1
2. TAB B: EXPERIENCE AND PROFESSIONAL QUALIFICATIONS OF THE FIRM AND THE TEAM ----------7
3. TAB C: FIRM CAPABILITY AND PAST EXPERIENCE ---------- 21
4. TAB D: FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS--- 26

TAB A: APPROACH TO SCOPE OF WORK

Project Understanding and Technical Approach

Project Understanding

TEDSI Infrastructure Group, Inc. understands that the City's proposed drainage improvements for Storm Sewer Systems 008 and 018 are intended to address existing drainage deficiencies, reduce flooding risks, improve hydraulic conveyance, and provide a resilient and constructable solution that supports future flood mitigation funding opportunities. The project requires a comprehensive evaluation of existing storm sewer infrastructure, hydraulic connectivity between the two drainage systems, downstream conveyance limitations, and opportunities to improve system performance through targeted infrastructure improvements.

The project objectives include development of a fully coordinated and implementable drainage improvement plan that:

- Evaluates existing storm sewer capacity and hydraulic constraints within Systems 008 and 018;
- Analyzes hydraulic connectivity and opportunities to improve system interaction and overall drainage performance;
- Reduces roadway, property, and infrastructure flooding risks;



CITY OF HARLINGEN MASTER DRAINAGE PLAN
STORM SEWER SYSTEM # 018


CITY OF HARLINGEN MASTER DRAINAGE PLAN
STORM SEWER SYSTEM # 008

- Incorporates hydrologic and hydraulic modeling to support engineering decisions;
- Meets FEMA floodplain management requirements and supports potential Hazard Mitigation Assistance (HMA) funding;
- Includes FEMA Benefit-Cost Analysis (BCA) documentation to demonstrate project eligibility and cost effectiveness;
- Produces complete construction plans, specifications, and estimates (PS&E) suitable for bidding and construction

.

TEDSI understands that successful delivery of this project requires integration of drainage engineering, H&H modeling, environmental coordination, permitting, utility coordination, and funding documentation into one coordinated project delivery approach.

Project Delivery Approach and Methodology

TEDSI will utilize a structured project management approach consisting of five primary phases:

Project Initiation, Data Collection, and Existing Conditions Assessment

Immediately following Notice to Proceed, **TEDSI** will conduct a project kickoff meeting with City staff and key stakeholders to confirm project goals, schedule requirements, available data, and communication protocols. The project team will collect and review available information including:

- Existing storm sewer plans and record drawings;
- Drainage studies and previous hydraulic analyses;
- GIS mapping and utility information;
- FEMA Flood Insurance Rate Maps (FIRMs);
- Existing topographic and survey information;
- Previous drainage complaints and historical flooding information;
- Available rainfall data and watershed characteristics.

TEDSI will perform field reconnaissance to verify existing drainage infrastructure, identify potential constraints, confirm outfall conditions, and evaluate opportunities for system improvements.

Existing outfalls will be evaluated as part of the hydraulic assessment; however, the proposed improvements will focus on optimizing the existing drainage network while minimizing unnecessary impacts to existing discharge locations where feasible.

Hydrologic and Hydraulic Analysis Approach

H&H Modeling and Flood Mitigation Evaluation

TEDSI will develop and/or update hydrologic and hydraulic models to evaluate existing and proposed conditions. The analysis will include:

Hydrologic Analysis

The hydrologic evaluation will consider:

- Watershed delineation;
- Drainage area verification;
- Existing land use conditions;
- Runoff characteristics;
- Time of concentration calculations;
- Applicable rainfall data, including NOAA Atlas 14 precipitation information;
- Evaluation of design storm events consistent with City, FEMA, and applicable drainage criteria.

Hydraulic Analysis

The hydraulic evaluation will include:

- Existing storm sewer capacity analysis;
- Pipe and inlet hydraulic performance;
- Hydraulic grade line evaluation;
- Identification of bottlenecks and surcharge conditions;
- Hydraulic connectivity assessment between Storm Sewer Systems 008 and 018;
- Evaluation of proposed improvements under existing and future conditions;
- Flood reduction benefit analysis.

Where applicable, **TEDSI** will utilize industry-standard modeling tools such as HEC-RAS, HEC-HMS, HY-8, and storm sewer hydraulic software to support engineering decisions. The proposed improvements will be developed based on a balance of hydraulic effectiveness, constructability, permitting requirements, and overall project cost.

Drainage Improvement Design and Construction Document Development

Preliminary and Final Engineering Design

Design development will be completed through a phased engineering process consisting of:

Preliminary Engineering (30%)
- Topographic survey review.
- Existing conditions assessment.
- Utility conflict identification.
- Preliminary alignment and sizing alternatives.
- Hydraulic design evaluation.
- Cost estimating.

Intermediate Design (60%)
- Refined storm sewer layouts.
- Structure and drainage appurtenance design.
- Utility conflict resolution.
- Environmental commitments integration.
- Updated construction cost estimate.

Final Design (90% and 100%)
- Final PS&E package preparation.
- Technical specification development.
- Engineer's Opinion of Probable Construction Cost.
- Constructability review.
- Bid-ready documentation.

Design deliverables will comply with City of Harlingen standards, applicable Texas requirements, FEMA guidance, and accepted engineering practices.

TEDSI will prepare construction documents consistent with City requirements and applicable engineering standards. Deliverables will include:

- Construction plans;
- Drainage plan and profile sheets;

- Storm sewer layouts;
- Hydraulic calculations;
- Utility adjustment plans;
- Construction details;
- Technical specifications;
- Opinion of probable construction cost;
- Quantity calculations;
- Construction sequencing recommendations.

The design approach will prioritize:

- Maximizing use of existing infrastructure where feasible;
- Minimizing right-of-way and utility impacts;
- Reducing construction conflicts;
- Maintaining drainage service during construction;
- Providing economical improvements with measurable flood reduction benefits.

Utility Coordination Strategy

TEDSI recognizes that utility conflicts are a major risk factor in accelerated drainage projects. The project team will implement an early utility coordination strategy consisting of:

- Utility database review;
- Coordination with utility owners;
- Verification of existing utility locations;
- Identification of potential conflicts during preliminary design;
- Development of conflict mitigation strategies;
- Incorporation of required utility adjustments into final plans.

Early coordination will reduce redesign efforts, minimize construction delays, and improve biddability of the project.

FEMA Compliance and Benefit-Cost Analysis (BCA)

FEMA Coordination and Funding Documentation

TEDSI will support the city in developing FEMA-compliant documentation necessary for potential mitigation funding opportunities. The project approach will incorporate FEMA requirements including:

- Flood hazard reduction evaluation;
- Existing and proposed condition comparisons;
- Damage reduction calculations;
- Benefit documentation;
- Cost effectiveness evaluation;
- FEMA Benefit-Cost Analysis (BCA) methodology.

TEDSI will coordinate project benefits with proposed improvements to demonstrate reductions in flood risk, improved public safety, and protection of critical infrastructure. The team will also evaluate FEMA floodplain requirements, including coordination with applicable floodplain administrators and ensuring consistency with local floodplain management regulations.

Environmental and Permitting Coordination

TEDSI will coordinate environmental requirements early in the design process to avoid schedule impacts. The project team will evaluate potential requirements associated with:

- Floodplain impacts;
- Water resources;
- Environmental permitting;
- Cultural resources coordination;
- SHPO coordination, if applicable;
- Construction permitting requirements.

Environmental considerations will be incorporated into the design process to support timely approvals and minimize project impacts.

Quality Assurance / Quality Control Program

TEDSI will implement a formal QA/QC process throughout project development. Key elements include:

- Independent technical reviews at major milestones;
- Design calculations verification;
- Constructability reviews;
- Plan set coordination reviews;
- Specification and quantity reviews;
- Cost estimate validation;
- Final interdisciplinary review prior to submittal.

The Project Manager will maintain responsibility for schedule, quality, communication, and coordination among all disciplines.

Project Management and Staffing Approach

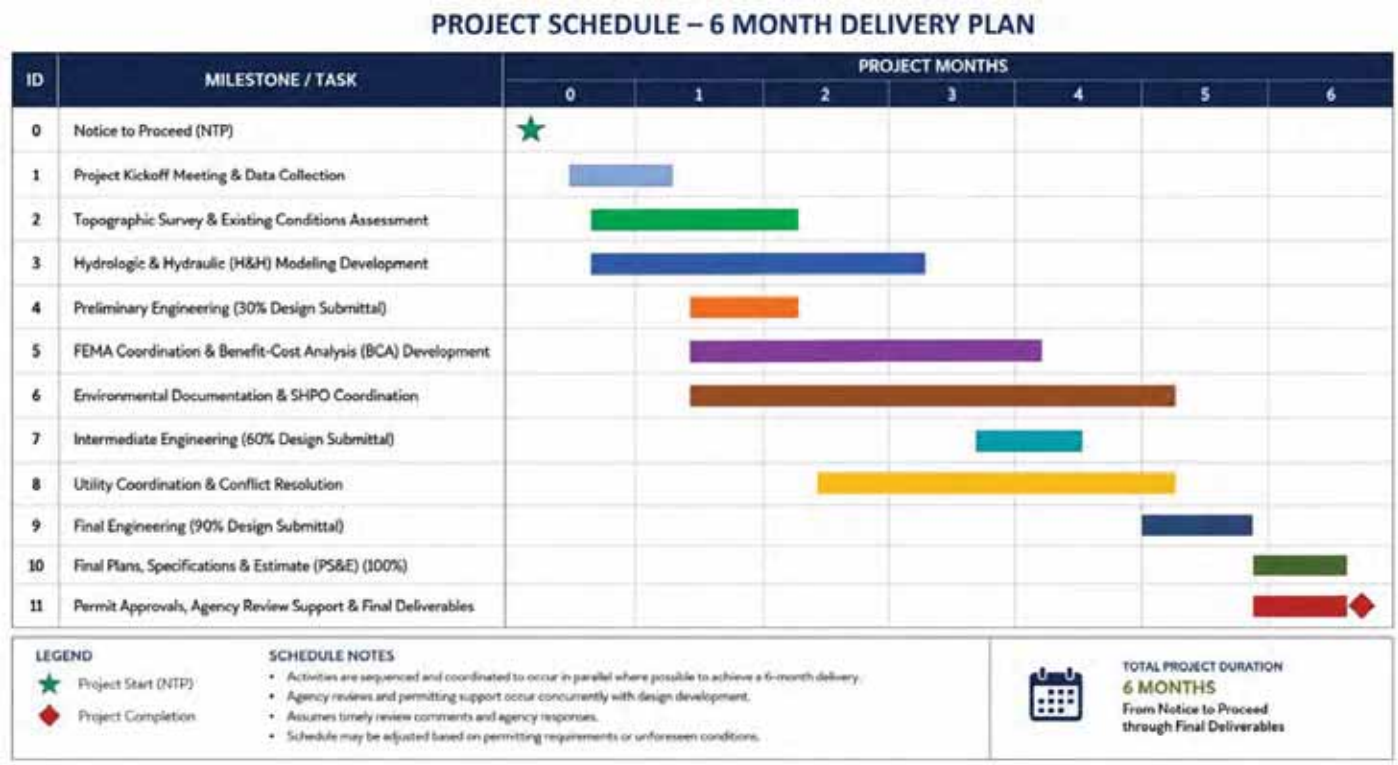
TEDSI will assign experienced drainage, transportation, hydraulic, environmental, and project management personnel to ensure successful delivery. The proposed team will include:

- Project Manager – Overall project coordination, schedule management, and City communication;
- Drainage/H&H Lead – Hydrologic and hydraulic analysis and drainage design;
- Design Engineers – Construction plans, specifications, and estimates;
- Utility Coordination Lead – Utility conflict identification and resolution;
- Environmental Specialist – Permitting and regulatory coordination;
- QA/QC Manager – Independent technical review and quality control.

The team's experience with municipal drainage improvements, FEMA-related projects, storm sewer design, and accelerated PS&E development provides the expertise necessary to successfully complete the project.

Six-Month Project Schedule

TEDSI's approach is structured to substantially complete the project within the required six-month period.



Commitment to Successful Project Delivery

TEDSI's approach combines proven drainage engineering practices, advanced hydrologic and hydraulic analysis, FEMA funding expertise, proactive coordination, and disciplined project management to deliver a cost-effective and constructable drainage improvement project.
Through early identification of constraints, coordinated stakeholder involvement, rigorous QA/QC procedures, and a focused six-month delivery schedule, **TEDSI** will provide the City with a complete, funding-ready project that improves flood resiliency and provides long-term community benefits.

TAB B: EXPERIENCE AND PROFESSIONAL QUALIFICATIONS OF THE FIRM AND TEAM

Firm Overview - TEDSI Infrastructure Group, INC.



Founded in 1984, **TEDSI Infrastructure Group, Inc**. (**TEDSI**) is a distinguished engineering firm registered with the Texas Board of Professional Engineers (F-1640). With over 40 years of experience, **TEDSI** has successfully delivered transportation, drainage, flood mitigation, water resources, utility, and municipal infrastructure projects for cities, counties, TxDOT, drainage districts, and state and federal agencies.

Notable Achievements

In 2003, the TxDOT Pharr District recognized **TEDSI** 's exemplary design work on the US 83 Expressway-Palmview Project by awarding it the prestigious Texas Quality Initiative Achievement Award for Quality Gold Level.

TEDSI maintains the technical expertise, qualified personnel, and organizational resources necessary to successfully complete the proposed drainage improvements, hydrologic and hydraulic (H&H) studies, FEMA documentation, utility coordination, environmental coordination, and construction document preparation.

TEDSI Infrastructure Group also brings a wealth of highly qualified professionals and cutting-edge tools in our core areas of expertise, ensuring the delivery of superior-quality services tailored to transportation and infrastructure projects.

TEDSI maintains comprehensive knowledge of all relevant Federal, State, County, and municipal codes, ordinances, regulations, and standards applicable to our fields, including waterlines, sanitary lines, hydrology, water resources and traffic engineering. We take pride in offering personalized, quality-assured services with prompt responses to meet our clients' unique needs. Our proven track record reflects exceptional performance and has built a respected reputation in the industry.

The long-term success of our firm stems from our team's steadfast dedication to excellence, outstanding client service, and unwavering professional integrity. These foundational values have cultivated lasting client partnerships and a steady stream of new project opportunities.

Built on a legacy of demonstrated expertise, **TEDSI** excels in providing high-quality engineering solutions efficiently and on schedule. We recognize that successful projects demand timely delivery without sacrificing standards of excellence.

Our experienced team employs efficient project management practices to guide every stage—from conceptual planning through final implementation—with meticulous attention to detail and an uncompromising focus on quality. We proactively oversee schedules, foresee potential issues, and foster open communication to ensure seamless progress and on-time completion.

At **TEDSI**, we don't merely meet expectations; we aim to surpass them by delivering innovative engineering outcomes along with the assurance of dependable, punctual execution.

We have repeatedly proven our qualifications and capabilities on comparable projects, and we are fully confident in our ability to fulfill your requirements, achieving total client satisfaction while avoiding significant cost escalations or overruns.

Number of staff by discipline: 19 full-time employees, including:
8 Texas Licensed Professional Engineers (P.E.)
1 Certified Floodplain Manager (CFM)

TEDSI is TxDOT pre-certified and has extensive experience delivering projects requiring compliance with FEMA, TxDOT, TWDB, TCEQ, local drainage criteria, and applicable federal and state regulations.

TEDSI and its Team of subconsultants conduct a wide variety of engineering services which include but are not limited to the following:

Civil Engineering
- Preliminary engineering studies
- Drainage infrastructure improvements
- Roadway and site development design
- Plans, Specifications, and Estimates (PS&E)

Drainage Engineering
- Storm sewer system evaluation and design
- Open channel improvements
- Drainage deficiency analysis
- Flood mitigation alternatives

Hydraulic and Hydrologic Modeling
- Watershed analysis
- Rainfall-runoff evaluation
- Hydraulic modeling
- Floodplain evaluation
- Existing and proposed condition analysis

FEMA Compliance Services
- FEMA floodplain documentation
- Flood mitigation support
- HMA documentation
- Benefit-Cost Analysis (BCA) support

Environmental Services
Provided through GDJ Engineering, LLC:
- NEPA documentation
- Environmental permitting
- Agency coordination
- SHPO coordination
- Public involvement support

GIS and Mapping
- Floodplain mapping
- Hydrographic mapping
- GIS exhibits
- Drainage analysis mapping

Surveying Coordination
- Topographic surveys
- Boundary surveys
- Cross sections
- Construction control

Utility Coordination
- Existing utility identification
- Utility conflict evaluation
- Coordination with utility owners
- Relocation support

Our offices are conveniently located in Mission and Houston, Texas. The Mission office is located at 1201 E. Interstate Highway 2, Mission, TX 78572. You can reach the office by telephone at (956) 424-7898 or by fax at (956) 424-7022. The Houston office is located at 738 Highway 6 South, Suite 430, Houston, TX 77079. The office can be contacted by telephone at (832) 619-1000 or by fax at (832) 619-1018.

Our **Mission Office** will be the location from where the work will be performed.

Technical Capability to Perform Required Services

TEDSI has demonstrated experience performing:

Storm Sewer Design
TEDSI has designed and evaluated storm sewer systems, drainage outfalls, roadway drainage improvements, and municipal drainage infrastructure.

H&H Modeling
TEDSI staff have experience performing hydrologic and hydraulic evaluations utilizing industry-standard methods and software, including:

- HEC-RAS
- HEC-HMS
- HY-8
- GIS-based drainage analysis tools

Services include:

- Watershed delineation
- Hydraulic capacity evaluation
- Floodplain analysis
- Drainage alternatives evaluation

FEMA Benefit-Cost Analysis Support
TEDSI understands FEMA Hazard Mitigation Assistance requirements and has experience developing technical documentation necessary to support funding applications, including:

- Existing condition analysis
- Flood risk evaluation
- Mitigation alternative evaluation
- Preliminary cost estimates
- Benefit justification

Environmental and SHPO Coordination
GDJ Engineering, LLC provides environmental expertise and has completed more than:

- 27 NEPA clearances within the last 10 years
- 13 Findings of No Significant Impact (FONSIs)

GDJ provides:

- NEPA documentation
- Agency coordination
- Environmental permitting
- SHPO coordination
- Public involvement support

PROJECT MANAGER

Mr. Ponciano N. Longoria, P.E., CFM (Texas P.E. No. 92969, CFM No. 1554-09N) will serve as the Project Manager for the **TEDSI Team.**

Mr. Longoria has over 25 years of comprehensive experience in the design and construction management of civil engineering projects. Project experience include Hydrologic and Hydraulic studies, Traffic Engineering Studies as well as Plans, Specifications and Estimates (PS&E) for various projects such as traffic signalization, traffic control, signing, pavement markings, roadway design and drainage design/analysis, transportation and construction management services for municipal facilities, Federal Emergency Management Agency (FEMA),Texas Water Development Board (TWDB) and Texas Commission on Environmental Quality (TCEQ), Federal Transit Administration (FTA), and the Texas Department of Transportation (TXDOT) Projects. Mr. Longoria will be available to commit at minimum 80% of his time to this project; additional time will be allocated as necessary. *Please refer to resume for specific project involvement.*

PROJECT MANAGER's EXPERIENCE WITH SIMILAR PROJECTS

Hidalgo County Drainage District #1 - Hidalgo County, Texas Managed the Hidalgo County FEMA Map Modernization Program for 57 miles of County maintained ditches. Providing Hydrographic mapping and exhibits for public meetings on acceptance of said maps to FEMA for publication

City Of Edinburg - Hidalgo County, Texas, Directed and managed the production of master drainage plans for the hydrographic mapping presentations for Citywide report and FEMA outfall projects for TWDB funding

Texas Department of Transportation - Beaumont, Texas, Provided hydrographic and topographic mapping for Nueces River floodplain for elevated boardwalk and hike and bike trails across swamp from Beaumont city hall to Country club approximately 13 miles.

PROJECT MANAGER AVAILABILITY

Mr. Longoria will commit 75% of his time to the technical development of projects awarded under this contract.

We recognize that this type of contract requires the utmost in Consultant/City coordination and therefore deserves a clearly organized and defined project team. Every member of our professional team understands the importance of granting the timely response to which this contract demands. Our team is committed to quality and timely performance. The management approach to be employed as consultant to City of Harlingen will combine the benefits of proximity to the project area with strong leadership experience in many similar project assignments. Such experience affords complete awareness and understanding of all applicable State and Local codes, ordinances and standards as they relate to Professional Engineering Services.

DEPUTY PROJECT MANAGER

Mr. Jose A. Sanchez (Texas P.E. No. 87890) will serve as the Deputy Project Manager for the **TEDSI Team.**

Mr. Sanchez brings extensive experience in water and wastewater infrastructure projects throughout South Texas, his long tenure with **TEDSI**, and his proven ability to manage complex municipal assignments from planning through construction. With over 32 years of professional experience, including 24 years as a licensed Professional Engineer in Texas and 18 years in project management at **TEDSI**, Mr. Sanchez brings deep expertise in delivering Plans, Specifications & Estimates (PS&E) packages, utility coordination, and regulatory compliance for cities and public utilities.

Project experience includes Waterlines, sanitary lines, pumps, traffic control, traffic impact studies, utility coordination, sequence of construction, roadway design, drainage design/analysis, railroad permit coordination, Traffic Signalization, Signing, Pavement Markings, General Notes, Standard/Special Specifications, Construction Cost Estimates, Construction Management, Construction Support Services.

Please refer to resume for specific project involvement.

H&H STUDY

Ms. Carolina Ramirez, P.E. (Texas P.E. No. 158152) will serve as the H&H Study Leader for the **TEDSI Team.**

Ms. Ramirez has 4 years of experience in the design and construction management of civil engineering projects. Project experience include Hydrologic and Hydraulic studies, SWPPP, plan, design, review and construction of stormwater infrastructure as well as Plans, Specifications and Estimates (PS&E) for various projects such as, traffic control, signing, pavement markings, roadway design and drainage design/analysis, utility coordination, transportation and construction management services for local government facilities, Federal Emergency Management Agency (FEMA), and the Texas Department of Transportation (TXDOT) Projects.

Please refer to resume for specific project involvement.

PLAN, SPECIFICATIONS & ESTIMATES (PS&E)

Mr. Rene Garza, P.E. (Texas P.E. No. 89286) will serve as the PS&E Task Leader for the **TEDSI Team.**

Mr. Garza has over 28 years of experience with TxDOT in planning, design and construction management of transportation engineering projects. His background includes roadway design, construction oversight, corridor evaluation, and early concept development to identify and advance roadway and safety improvements. As an Area Engineer, he managed project delivery, coordinated multidisciplinary teams, and ensured compliance with State and Federal requirements. Mr. Garza participated in and presented at numerous public meetings and stakeholder engagements, communicating project needs, gathering community input, and integrating feedback into project

concepts. His experience spans project planning, PS&E development, construction management, and public outreach for a wide range of TXDOT transportation initiatives.

Please refer to resume for specific project involvement.

SURVEYING

Mr. Kurt Schumacher, RPLS (Texas RPLS No. 6333) will serve as the Surveying Task Leader for the **TEDSI Team.**

Mr. Schumacher provides field and office surveying expertise, performs surveys, supervises crews, and coordinates operations with land developers and governmental agencies. He has experience in vertical and horizontal control, topography, cross sections, photogrammetric ground control, boundary surveys, and construction layout. He has stayed abreast with the latest in technology and has years of experience using the Global Positioning System. Mr. Schumacher is well versed in the use of electronic total stations/data collector techniques and has successfully used this method on a wide range of projects.

Please refer to resume for specific project involvement.

ENVIRONMENTAL

Miss Corina Argullin will serve as the Environmental Task Leader for the **TEDSI Team.**

Miss Argullin has over 15 years of experience in National Environmental Policy Act (NEPA) documentation and procedures. She has obtained environmental clearances on over 30 different projects, ranging from categorical exclusions to environmental assessments. She has an extensive knowledge of federal and state environmental laws, specifically regarding roadway and transportation planning. Ms. Argullin has experience in coordinating and completing all aspects of the NEPA process, from project scoping to environmental inspections. Her experience includes, but is not limited to environmental documentation, agency coordination, environmental permitting and public involvement.

ORGANIZATIONAL CHART

REQUEST FOR QUALIFICATIONS RFQ NO. 2026-11

for Professional Engineering Services Treasure Hills Boulevard Storm Sewer Improvements

(SYS#008 & SYS#018)

FEMA/TDEM PROJECT NUMBER DR4485-0246

QA/QC
Jules M. Morris, Jr., P.E.

Project Manager
Ponciano N. Longoria, P.E., CFM

Principal
Jesse Salinas

Deputy Project Manager
Jose A.Sanchez, P.E.

H & H STUDY REPORT & MODELING

- Data Collection & Field Assestments
- Hydrologic Modeling
- Hydraulic Modeling
- H&H Study Report
- Outfall Channel Analysis & Design
- FloodPlain Management
- FEMA Mitigation Documentation Assistance
- Benefit-Cost Analysis (BCA)

Key Personnel
Carolina Ramirez, P.E.

Support Personnel
- Ponciano N. Longoria, P.E., CFM
- Yohannes Tadesse, P.E.
- Marcos Gonzalez, EIT
- Armando Diaz
- Mario A. Salinas

PLANS, SPECIFICATIONS & ESTIMATES (PS&E)

- Utility Coordination
- Exist./Prop. Typical Sections
- General Notes
- Plan and Profile
- Sedimentation and Erosion Control Plans
- Traffic Control Plans
- Engineering Standards & Specifications
- Project Scheudle/Cost Estimate
- Bid Documents

Key Personnel
Rene Garza, P.E.

Support Personnel
- Jose A. Sanchez, P.E.
- Reddy M. Neelapu, P.E.
- Angely Resendez, EIT
- Manuel Sandoval

TEDSI

TEDSI Infrastructure Group, Inc.
1201 E. Interstate Highway 2
Mission TX 78572
Ph.: (956) 424-7898
Jesse Salinas

SURVEYING

- Surveying Coordination
- Benchmarks
- Design Survey
- Utility Locates
- Existing ROW Delineation
- Outfall Survey
- Survey Data Sheets

Key Personnel
Kurt Schumacher, RPLS

Support Personnel
- Alisha Zapata
- Edgar H. Rodriguez, Jr.
- Billie R. Gilkey
- Miguel A. Rico, Jr.

GDJ Engineering

GDJ Engineering LLC
2805 Fountain Plaza Blvd. Suite B
Eginburg, TX 78539
Ph.: (956) 603-2025
Robert Macheska, P.E., CFM

ENVIRONMENTAL

- Environmental Study/Engineering
- Pavement Design
- Environmental Reports
- NEPA Process
- Public Involvement
- Permitting/Mitigation
- Noise Analysis
- Air Analysis

Key Personnel
Corina Argullin

Support Personnel
- Anthony Garza
- Joel Reyes
- Roxanne Lara
- Cesar Salinas

Ponciano N. Longoria, P.E., CFM

Project Manager



Mr. Longoria has over 30 years of experience in Project Management and the design and construction management of civil engineering projects. Project experience include Hydrologic and Hydraulic studies, Scour Analysis, Master Drainage Planning, SWPPP and MS4 Permit Compliance, plan, design, review and construction of stormwater infrastructure as well as Plans, Specifications and Estimates (PS&E) for various projects such as traffic signalization, traffic control, signing, pavement markings, roadway design and drainage design/analysis, utility coordination, transportation and construction management services for local government facilities, Federal Emergency Management Agency (FEMA),Texas Water Development Board (TWDB), Texas Commission on Environmental Quality (TCEQ), Federal Transit Administration (FTA), and the Texas Department of Transportation (TXDOT) Projects.

Professional Experience

PROJECT MANAGEMENT AND DATA COLLECTION

Responsible for the project management, data collection, and the development of various projects with Federal and/or state funding. Projects completed:

- City of Edinburg Bicycle and Pedestrian Master Plan **(RGVMPO)**
- City of Edinburg Master Drainage Plan **(TWDB)**
- City of Edinburg McIntyre Streetscape Corridor Project **(FTA)**
- Edinburg Chapin Road Detention Pond Project **(FEMA)**
- Trenton Road Roadway Improvements Project **(RGVMPO)**
- Heart of Harlingen Sidewalk Project **(RGVMPO)**
- Jackson Road Hike & Bike Trail **(RGVMPO)**
- Brownsville-Los Fresnos Hike & Bike Trial **(RGVMPO)**
- 9th & 13th Street Drainage Improvements **(FEMA)**
- City of Harlingen Spur 54 **(RGVMPO)**
- FM 509 **(RGVMPO)**

DESIGN, CONSTRUCTION AND PROJECT CLOSEOUT

Responsible for advance planning development, development of plans, specifications and estimates, construction administration/management, and project closeout for various projects with Federal and/or state funding. Projects ongoing and/or completed:

- 5th & 7th Drainage Improvements **(Ongoing)(FEMA)**
- Northwest Drainage Improvements Phase I, II, III, IV **(CDBG)**
- City of Harlingen Street Overlays **(CDBG)**
- Heart of Harlingen Sidewalk Project **(RGVMPO)**
- Brownsville-Los Fresnos Hike & Bike Trial **(RGVMPO)**
- City of Edinburg McIntyre Streetscape Corridor Project **(FTA)**
- Jackson Road Hike & Bike Trail **(RGVMPO)**

29+ Years of Experience

Professional Registrations

P.E, State of Texas, No. No. 92969
TxDOT Certification #13335
CFM, #1554-09N
LGPP Certified

Education

B.S. Civil Engineering, Texas A&M University- Kingsville, 1996

TxDOT Pre-Certifications/ Registrations

- 4.2.1 – Roadway Design
- 7.1.1 - Traffic Engineering Studies
- 8.1.1 - Signing, Pavement Marking, and Channelization
- 8.3.1 - Signalization
- 10.1.1 - Hydrologic Studies
- 10.2.1 - Roadway Hydraulic Design
- 10.3.1 - Bridge Hydraulic Design
- 10.5.1 - Bridge Scour Evaluations and Analysis

Professional Memberships/ Affiliations

National Society of Professional Engineers

American Society of Civil Engineers

Texas Floodplain Management Association (TFMA)

Professional Expertise

Project Management, Hydrologic & Hydraulic Analysis & Design, Bridge Scour Analysis, Culvert Design, PS&E, Drainage Design/Analysis, SUE, SWPPP, MS4 Permit, Traffic Signalization, Traffic Control, Signing, Pavement Markings, Roadway Design, Grant Applications, Benefit/Cost Analysis (BCA) , and Construction Management

LG Experience (12+ Years)

City Engineer/Asst. Public Works Director, City of Harlingen
Public Works Director /City Engineer,

ponciano.longoria@tedsi.com (956) 424-7898 www.tedsi-infrastructure.com

TEDSI

Jose A. Sanchez, P.E.

Deputy Project Manager



Mr. Sanchez has over 30 years of comprehensive experience in the design of transportation engineering projects. Project experience includes Traffic Studies, Schematics and Plans, Specifications and Estimates (PS&E) for traffic control, traffic signals, illumination design, intelligent transportation systems, tolling design, signing, pavement marking design, general notes, specifications and construction cost estimates.

Professional Experience

Tennessee Rd/Treasure Hills Lateral–Responsible for PS&E associated with new roadway construction of Treasure Hills lateral and extension of Tennessee Rd for New Veteran's Facility in Harlingen TX. Project had to be completed in less than 45 days to meet deadline on construction of Veteran's facility. Tasks included roadway design, utility coordination, traffic control, signing and pavement markings design. Construction support included preparation of bid documents, bid evaluation, bidder award recommendation, pre bid conference and preconstruction conference.

Sweezy Lane– Responsible for PS&E associated with new roadway construction of Sweezy Ln – Treasure Hills Blvd to FM 509 in Harlingen TX. Tasks included right of way acquisition, roadway design, utility coordination, traffic control, signing and pavement markings design.

23rd St Water Main Extension– Responsible for the development of PER, Schematic and PS&E for: 16"/8" water main on the east side of 23rd St - FM 1016 to Dicker Rd and 12" water line on the north side of Dicker Rd - 23rd St to McColl Rd. PER included existing conditions, future conditions, utilities, design alternatives, temporary traffic control, preliminary construction cost estimates and recommendations. Schematics included plan and profile for water lines and future conditions for Dicker Rd widening. PS&E includes general notes, quantities, plan and profiles, quantities, standards, specifications and bid documents. Project included coordination and permitting of proposed work with City of Hidalgo, IBWC, Texas Commission on Environmental Quality, Texas Historical Commission, Texas Parks and Wildlife Department, US Army Corps of Engineers, US Fish and Wildlife, Hidalgo County, Hidalgo County Water District 3, Hidalgo County Irrigation District No. 2 and TXDOT.

9th & 13th St. Storm Sewer Improvement– Tasks included drainage studies, drainage structures design, sluice gates, roadway crossings, field drain tile design, inlets, railroad crossing and PS&E package.

30+ Years of Experience

Professional Registrations

P. E., State of Texas, No. 87890
TxDOT Certification #11832

Education

B.S., Civil Engineering,
Texas A&I University, 1992
M.S., Civil Engineering,
Stanford University, 1994

TxDOT Pre-Certifications

- 7.1.1 - Traffic Engineering Studies
- 7.3.1 - Traffic Signal Timing
- 8.1.1 - Signing, Pavement Marking, and Channelization
- 8.2.1 - Illumination
- 8.3.1 – Signalization
- 4.2.1 - Roadway Design
- 7.5.1 - Intelligent Transportation System

Professional Expertise

- Roadway and Traffic Plans, Specifications and Estimates (PS&E)
- Plan and Profiles
- Culvert Layouts
- H&H Studies
- FEMA Benefit Cost Analysis
- Railroad Permitting
- Traffic Control Plans
- Intelligent Transportation Systems
- Toll Roads
- Roadway Illumination
- Traffic Signals
- Signing, Pavement Markings
- Construction Management

jasanchez@tedsi.com *(956) 424-7898* *www.tedsi-infrastructure.com*

Carolina Ivonne Ramirez, P.E

Design Engineer



Ms. Ramirez has 4 years of experience in the design and construction management of civil engineering projects. Project experience include Hydrologic and Hydraulic studies, SWPPP, plan, design, review and construction of stormwater infrastructure as well as Plans, Specifications and Estimates (PS&E) for various projects such as, traffic control, signing, pavement markings, roadway design and drainage design/analysis, utility coordination, transportation and construction management services for local government facilities, Federal Emergency Management Agency (FEMA), and the Texas Department of Transportation (TXDOT) Projects.

04 Years of Experience

Professional Registrations

P.E, State of Texas, No. No. 158152
LGPP Certified

Education

B.S. Civil Engineering, University of Texas Rio Grande Valley, 2020

Professional Expertise

Hydrologic & Hydraulic Analysis & Design, Culvert Design, PS&E, Drainage Design/Analysis, SUE, SWPPP, Traffic Control, Signing, Pavement Markings, Roadway Design, Cost Analysis (BCA), and Construction Management

Professional Experience

DESIGN

Responsible for the development of the plans, specifications and estimates, drainage area map, hydrology, hydraulics, traffic control plans, utility coordination, signage, pavement markings, traffic signals, and SWPPP.

- 13th and Harrison Hydrologic & Hydraulic Analysis Study(< 5 years)
- 5th & 7th Drainage Improvements (< 5 years)
- J-01 Drainage Improvements (< 5 years)
- Drainage Crossing TCP – Bus 77 ((< 5 years)

PROCUREMENT

Responsible for reviewing and preparing bid documents to ensure compliance with insurance requirements, contractual terms, and engineering standards, while evaluating bid submittals to support a fair, transparent, and compliant procurement process aligned with project and regulatory requirements.

- J-01 Drainage Improvements (< 5 years)
- 5th & 7th Drainage Improvements (< 5 years)

CONSTRUCTION ENGINEERING INSPECTION

Led on-site construction inspections to verify compliance with approved drawings, specifications, and engineering standards, working collaboratively with contractors and project engineers to resolve non-conformance issues, support progress reporting, and ensure successful project execution.

- 5th & 7th Drainage Improvements (< 5 years)
- J-01 Drainage Improvements (< 5 years)

cramirez@tedsi.com *(956) 424-7898* *www.tedsi-infrastructure.com*

Rene Garza, P.E.

Concept Development & Public Engagement Task Leader



Mr. Garza has over 28 years of experience with TxDOT in planning, design and construction management of transportation engineering projects. His background includes roadway design, construction oversight, corridor evaluation, and early concept development to identify and advance roadway and safety improvements. As an Area Engineer, he managed project delivery, coordinated multidisciplinary teams, and ensured compliance with State and Federal requirements. Mr. Garza has participated in and presented at numerous public meetings and stakeholder engagements, communicating project needs, gathering community input, and integrating feedback into project concepts. His experience spans project planning, PS&E development, construction management, and public outreach for a wide range of TXDOT transportation initiatives.

Professional Experience

CONCEPT DEVELOPMENT

Responsible for identifying roadway needs, evaluating corridor conditions, and developing preliminary project concepts for transportation improvements. Duties include early-stage feasibility assessments, coordination with design and construction teams, preparation of preliminary alternatives, and support for advancing projects into PS&E development. Concept development activities also include reviewing operational constraints, assessing constructability, and ensuring alignment with TxDOT standards and district priorities. Projects:

- TxDOT – FM 2220(Ware Road)(Concept Alternatives Development)
- TxDOT – IH-69C/IH-2 Interchange(Preliminary Corridor Evaluation)
- TxDOT - Four Year Roadway Improvement Plan(Roadway Needs Identification)
- TxDOT – IH-69 Connector(Workshop Support)

PUBLIC ENGAGEMENT

Responsible for supporting and conducting public involvement activities for transportation projects, including preparing presentation materials, attending public meetings, presenting project information, and gathering community feedback. Duties include coordinating with stakeholders, responding to public inquiries, documenting comments, and integrating community input into project concepts and decision-making. Engagement efforts ensure transparency, improve project understanding, and strengthen support for proposed improvements. Projects completed:

- TxDOT – FM 2220(Ware Road)
- TxDOT – SH 107(University Drive)
- TxDOT – IH-69C/IH-2 Interchange(Public Involvement Support)
- TxDOT – IH-69C Corridor(Public Involvement Support)

28+ Years of Experience

Professional Registrations

P.E, State of Texas, No. No. 89286

Education

B.S. Civil Engineering, University of Texas-San Antonio, 1996

TxDOT Pre-Certifications/ Registrations

- 4.2.1 – Roadway Design
- 4.5.1 – Constructability Review
- 8.1.1 - Signing, Pavement Marking, and Channelization
- 10.1.1 - Hydrologic Studies
- 10.2.1 - Roadway Hydraulic Design
- 11.1.1 – Roadway Construction Management & Inspection
- 11.2.1 - Bridge Construction, Management &Inspection

Professional Expertise

Roadway Design, Hydrologic & Hydraulic Analysis & Design, Bridge Scour Analysis, Culvert Design, PS&E, Drainage Design/Analysis, SWPPP, Traffic Control, Signing, Pavement Markings, and Construction Management

TxDOT Experience (26+ Years)

-Pharr Area Engineer(8 years)
-District Design Engineer(2 years)
-Lead Design and Construction Engineering Roles(16 years)

rene.garza@tedsi.com *(956) 424-7898* *www.tedsi-infrastructure.com*

Kurt L. Schumacher, R.P.L.S

PROPOSED ROLE: **SURVEY LEAD**



GRJ Engineering

REGISTRATION
Professional Surveyor
State of Texas
No. 6333

LICENSED
14 Years

CITY OF RESIDENCE
Mission

ROLE EXPERIENCE
24 Years

FIRM EXPERIENCE
6 Years

EDUCATION
B.A.A.S
University of the Incarnate Word
San Antonio

EXPERIENCE

Mr. Schumacher provides field and office surveying expertise, performs surveys, supervises crews, and coordinates operations with land developers and governmental agencies. He has experience in vertical and horizontal control, topography, cross sections, photogrammetric ground control, boundary surveys, and construction layout. He has stayed abreast with the latest in technology and has years of experience using the Global Positioning System. Mr. Schumacher is well versed in the use of electronic total stations/data collector techniques and has successfully used this method on a wide range of projects.

PROJECTS

Isla Blanca Park (South Padre Island, TX)
As-built and improvement survey that included all sanitary sewer and overhead electric mapping for Isla Blanca Park improvements. Services included sanitary sewer inverts, overhead electric inventory, and CADD mapping.

Stenger Road (San Benito, TX)
Surveying services for approximately 1.5 miles for new construction sidewalk project within Stenger Road right-of-way. Services included horizontal and vertical control, establishing existing road and easement right-of-ways, topography and improvement survey, utility coordination and hydro excavation, and 2D/3D mapping.

City of McAllen Public Utility Brackish Groundwater Treatment Facility Project (McAllen, TX)
Surveying services for a +/- 100 acre tract for water monitoring and detention. Services included aerial mapping by Lidar, as-built and topography survey, boundary survey, wetlands mapping, 2D/3D mapping, and project control for future construction.

La Lomita Project (McAllen, TX)
Surveying services for a +/- 20 acre tract for future water detention for the City of McAllen. Services included horizontal and vertical control, as-built topography survey, utility mapping, and 2D/3D mapping.

Russell Road: Ware Road to Mon Mack Road(Edinburg, TX)
Surveying services of approximately three (3) miles for Russell Road expansion project. Services included horizontal and vertical control, utility coordination, right-of-entry coordination, 3D modeling, parcel exhibits and field notes for approximately twenty-nine (29) parcels for real estate/right-of-way acquisition.

Corina Argullin

PROPOSED ROLE: **ENVIRONMENTAL MANAGER**



GDJ Engineering

REGISTRATIONS

Local Government Project Procedures Certified

Environmental Process for Local Governments Certified

NWI- Wetland Delineation Certified

CITY OF RESIDENCE

Rio Hondo

ROLE EXPERIENCE

15 Years

FIRM EXPERIENCE

5 Years

EDUCATION

Master of Science in Environmental Science
Texas A&M University – Corpus Christi

Bachelor of Science Biology
Lubbock Christian University – Lubbock

EXPERIENCE

Miss Argullin has over 15 years of experience in National Environmental Policy Act (NEPA) documentation and procedures. She has obtained environmental clearances on over 30 different projects, ranging from categorical exclusions to environmental assessments. She has an extensive knowledge of federal and state environmental laws, specifically regarding roadway and transportation planning. Ms. Argullin has experience in coordinating and completing all aspects of the NEPA process, from project scoping to environmental inspections. Her experience includes, but is not limited to environmental documentation, agency coordination, environmental permitting and public involvement.

PROJECTS

Trenton Rd. from I-69C to FM 907 (N. Alamo Rd.) in Hidalgo County, Texas

Oversaw NEPA clearance on an open-ended (d) categorical exclusion for the widening of a two-lane roadway to four lanes for the county. She completed various technical reports (noise, water, hazmat, bio, community impacts, etc.) and agency coordination for the project. She handled oversight, logistics, and prepared all documentation for a virtual public meeting with in-person option.

I Road from Rancho Blanco Rd. to US 281 in Hidalgo County, Texas

Oversaw the NEPA clearance of an open-ended D-listed categorical exclusion for a roadway widening with hike/bike trail for the city. She prepared various environmental technical reports. Coordinated with various resource agencies to obtain a NWP #14 from USACE and license from IBWC. She oversaw the cultural resources team throughout the project process. Mr. Argullin coordinated logistics and prepared documents for an virtual public meeting with in-person option. She prepared all meeting materials.

Dana Avenue from FM 3248 to FM 802 in Cameron County, Texas

Oversaw the NEPA clearance on an open-ended D-listed categorical exclusion for a roadway widening. The project consisted of reconstructing and widening an existing two-lane rural roadway to include a center turn lane, shoulders, and shared use path. Ms. Argullin prepared various technical reports and agency coordination. She handled the logistics and meeting materials for a virtual public meeting with in-person option.

Texas Board of Professional Engineers and Land Surveyors

CERTIFICATE OF REGISTRATION

This acknowledges that

TEDSI Infrastructure Group Inc

has fulfilled the requirements of the Texas Board of Professional Engineers and Land Surveyors to offer and perform engineering services in the state of Texas.

Registration Number
F-1640

Expiration Date
9/30/2026

PE•LS Texas Board of Professional Engineers and Land Surveyors

Number: **73543**
Status: **ACTIVE**
Expires: **9/30/2026**

JULES MICHAEL MORRIS JR.
Texas Licensed Professional Engineer

Signature

PE•LS Texas Board of Professional Engineers and Land Surveyors

Number: **92969**
Status: **ACTIVE**
Expires: **9/30/2026**

PONCIANO NOEL LONGORIA, III

TEXAS LICENSED PROFESSIONAL ENGINEER

Signature

PE•LS Texas Board of Professional Engineers and Land Surveyors

Number: **87890**
Status: **ACTIVE**
Expires: **12/31/2026**

JOSE ANTONIO SANCHEZ

TEXAS LICENSED PROFESSIONAL ENGINEER

Signature

PE•LS Texas Board of Professional Engineers and Land Surveyors

Number: **158152**
Status: **ACTIVE**
Expires: **6/30/2026**

CAROLINA IVONNE RAMIREZ
Texas Licensed Professional Engineer

Signature

PE•LS Texas Board of Professional Engineers and Land Surveyors

Number: **89286**
Status: **ACTIVE**
Expires: **12/31/2026**

RENE GARZA

TEXAS LICENSED PROFESSIONAL ENGINEER

Signature

TAB C: FIRM CAPABILITY AND PAST EXPERIENCE

TEDSI has extensive experience delivering complex transportation, drainage, stormwater, and flood mitigation projects requiring coordination with local, state, and federal agencies. Since its establishment in 1984, **TEDSI** has successfully completed engineering projects involving storm drainage analysis, hydraulic and hydrologic evaluations, floodplain coordination, utility conflicts, permitting, and preparation of construction-ready plans, specifications, and estimates (PS&E). Our team brings the technical expertise, project controls, and regulatory knowledge necessary to successfully deliver the proposed Storm Sewer Systems 008 and 018 improvements within established schedules and budgets.

TEDSI's project experience includes drainage infrastructure improvements, roadway drainage design, storm sewer rehabilitation and replacement, open-channel and closed-conduit hydraulic evaluations, FEMA floodplain coordination, and development of bid-ready construction documents. Our team has successfully supported projects requiring integration of hydrologic and hydraulic modeling, existing condition assessments, alternatives analysis, utility coordination, environmental coordination, and agency approvals.

The proposed Project Manager and key technical staff have successfully delivered multiple projects involving drainage improvements, flood mitigation, H&H studies, and FEMA-related infrastructure development. These projects have required coordination with municipalities, drainage districts, TxDOT, FEMA, regulatory agencies, utility providers, and other stakeholders to advance projects from preliminary analysis through final design and construction implementation.

TEDSI's capabilities include:

- Hydrologic and Hydraulic Analysis: Development and review of drainage models utilizing industry-standard tools including HEC-HMS, HEC-RAS, HY-8, and GIS-based analysis platforms. Our team has experience evaluating storm sewer capacity, hydraulic connectivity, drainage deficiencies, flood impacts, water surface elevations, and mitigation alternatives.
- FEMA Region 6 Compliance and Floodplain Coordination: Experience supporting FEMA-related projects including floodplain evaluations, documentation requirements, flood hazard mitigation planning, benefit-cost analysis support, and coordination associated with floodplain regulations and permitting requirements.
- Floodplain No-Rise Evaluations: Experience preparing technical documentation and supporting analyses required to demonstrate compliance with local floodplain management requirements and FEMA floodplain development criteria.
- Urban Utility Coordination: Proven experience coordinating with utility owners, municipalities, drainage districts, and other stakeholders to identify conflicts, develop relocation strategies, and minimize impacts to existing infrastructure during design and construction.
- Bid-Ready PS&E Development: Experience preparing complete construction documents including plans, specifications, engineer's opinions of probable construction cost, quantities, construction sequencing, and bid packages consistent with TxDOT and local agency standards.

TEDSI understands that successful delivery of drainage improvement projects requires more than engineering design—it requires effective project management, proactive agency coordination, regulatory compliance, and the ability to translate technical analyses into implementable solutions.

Our experience delivering similar projects demonstrates our ability to manage complex drainage challenges, meet accelerated schedules, and provide construction-ready deliverables that support successful funding, permitting, and implementation.

TEDSI's combination of drainage engineering expertise, H&H modeling capabilities, FEMA coordination experience, and proven project delivery approach provides the City with a qualified team capable of successfully completing the Storm Sewer Systems 008 and 018 Improvements Project.

RELATED PROJECTS WITH REFERENCE

9th & 13th Storm Sewer Improvements HMGP Grant Application & PSE, City of Harlingen
Mr. Longoria, City Engineer at that time, applied and submitted a grant application for the construction of the drainage project. The purpose of this project was to provide preliminary GIS Mapping, Preliminary Hydrologic and Hydraulic Modeling, and Benefit Cost Analysis (BCA) to formulate the back-up documentation to prepare a grant application. Mr. Sanchez Completed the H&H report, and PS&E. Funding was approved, and construction of project has been completed.
Reference: Mr. Gabe Gonzalez, City Manager and/or Robert Hernandez, City Engineer, City of Harlingen, 956-216-5002

Jefferson Ave. Storm Sewer Improvements PSE, City of Harlingen
Responsible for providing Preliminary Hydrologic and Hydraulic Modeling, H&H Report, Benefit Cost Analysis (BCA) and PSE to formulate the back-up documentation to prepare a grant application for construction funding.
Reference: Robert Hernandez, P.E., City Engineer, City of Harlingen, 956-216-5223

Harrison Avenue & 13th Street Storm Sewer Improvements H&H Report, City of Harlingen
Responsible for providing Preliminary Hydrologic and Hydraulic Modeling, H&H Report, Benefit Cost Analysis (BCA) to formulate the back-up documentation to prepare a grant application for construction funding.
Reference: Robert Hernandez, P.E., City Engineer, City of Harlingen, 956-216-5223

Stadium & Dawson HMGP Grant Application, City of Edinburg
Mr. Longoria, City Engineer at that time, applied and submitted a grant application for the construction of the drainage project. The purpose of this project was to provide preliminary GIS Mapping, Preliminary Hydrologic and Hydraulic Modeling, and Benefit Cost Analysis (BCA) to formulate the back-up documentation to prepare a grant application. Funding was approved and construction of project has been completed.
Reference: Mr. Tom Reyna, Assistant City Manager, City of Edinburg, 956-388-8207

Northwest Drainage HMGP Grant Application, City of Edinburg
Mr. Longoria, City Engineer at that time, applied and submitted a grant application for the construction of the drainage project. The purpose of this project was to provide preliminary GIS Mapping, Preliminary Hydrologic and Hydraulic Modeling, and Benefit Cost Analysis (BCA) to formulate the back-up documentation to prepare a grant application. Funding was approved and construction of project has been completed.
Reference: Mr. Tom Reyna, Assistant City Manager, City of Edinburg, 956-388-8207

Edinburg Chapin Road Detention Pond Project, City of Edinburg

Responsible for project management as the City Engineer for the Chapin Road Detention Pond Project which consisted of field surveys, data collection, hydrologic and hydraulic analyses, preparation of plans, specifications and estimates and construction management. This project was funded with a grant from the Texas Department of Emergency Management and FEMA.

Reference: Mr. Tom Reyna, Assistant City Manager, City of Edinburg, 956-388-8207

Delta Regional Water Management Project, Hidalgo County, HCDD#1

The purpose for this project was to provide storm water management and to establish a process to reclaim water; providing and additional source of raw water to municipalities and irrigation districts while also providing flood control during storm events. As part of this effort, the team worked on several potential projects that will allow for capturing and/or re-direction of surface water runoff to existing or proposed facilities. These facilities will store and distribute water while providing additional Flood Protection, opportunity for Educational Outreach, Encourage Economic Development and Promote environmental responsibility.

References: Texas State Representative Eddie Lucio III. & Representative Armando Martinez Phone: (956) 542-2800 Address: 1324 E. Madison St., Brownsville, Texas 78520

Phase I Preliminary H&H and Grant Application for Edinburg Master Drainage Plan, Edinburg TX, Edinburg EDC

The purpose of this project was to provide preliminary GIS Mapping and Preliminary Hydrologic and Hydraulic Modeling to formulate the back-up documentation to prepare a grant application for funding and the completion of the City of Edinburg Master Drainage Plan

References: Ivan Chapa, CFM TWDB Phone: (512) 463-8184 Address:1700 North Congress Austin, TX 78701

Hidalgo County FEMA Map Modernization Program, Hidalgo County TX, HCDD #1

Hydrologic studies, drainage area delineations, hydraulic studies for 57 miles of existing master drain systems and provided floodplain mapping of Zone “A” areas. This project will provide updated digital floodplain mapping over the 1600 square miles of Hidalgo County, Texas. An outreach program to inform the public of this countywide program was also initiated.

References: Noe Saldivar, P.E. HCDD#1 Phone: (956) 292-7080 Address: 902 N. Doolittle Edinburg, TX 78542

Hidalgo County Flood Map Modernization Program, Hidalgo County TX, DHS-FEMA-Hidalgo County

The purpose of this project is to develop a digital flood insurance rate map (DFIRM) for the entire Hidalgo County based new LIDAR topographic data. Developed base map DFIRM database and digital topographic data based on FEMA guidelines and specifications for Flood Hazard Mapping Partners. Responsibilities include developing applicable hydrologic modeling methodology, basin characteristics, watershed parameters, and detailed hydrologic modeling using Corps of Engineers HEC-GeoHMS and HEC-HMS rainfall-runoff hydrological model. Also responsible for the development of related hydraulic models and associated floodplain mapping in compliance with FEMA data standards.

References: Raul Sesin, P.E. HCDD#1 Phone: (956) 292-7080 Address: 902 N. Doolittle Edinburg, TX 78542

Staffing Capacity and Technical Capability

TEDSI has the organizational structure, technical resources, and qualified personnel necessary to successfully complete the proposed Storm Sewer Systems 008 and 018 Improvements Project within the required schedule.

The proposed project team includes experienced professionals specializing in:

- Project management and quality assurance/quality control (QA/QC)
- Drainage and storm sewer design
- Hydrologic and hydraulic modeling
- FEMA flood mitigation requirements
- Benefit-cost analysis and grant documentation
- GIS mapping and drainage analysis
- Utility coordination
- Survey coordination
- Preparation of plans, specifications, and estimates

TEDSI's internal resources allow multiple technical disciplines to work concurrently, reducing schedule impacts and ensuring timely completion of project milestones. The Project Manager will provide overall coordination, schedule management, client communication, quality oversight, and resource allocation.

Quality Management Procedures

TEDSI utilizes a structured quality management approach to ensure accurate, complete, and constructible deliverables. Quality control procedures include:

- Independent technical review of calculations, plans, specifications, and reports
- Discipline-specific reviews prior to milestone submissions
- Verification of design criteria and applicable standards
- Constructability reviews to identify conflicts before construction
- Document control procedures to maintain consistency and accuracy

All deliverables will undergo internal QA/QC review prior to submission to the City.

Cost Control Practices

TEDSI maintains effective cost control procedures through:

- Defined project scopes and work breakdown structures
- Monthly monitoring of labor hours and expenditures
- Regular schedule and budget reviews
- Early identification of potential scope impacts
- Coordination with the City regarding changes or additional services

These procedures allow TEDSI to maintain project budgets while delivering high-quality engineering services.

Organizational Structure

TEDSI's project organization is designed to provide direct accountability and efficient communication.

Project Manager

- Overall project management
- Client coordination
- Schedule and budget control
- QA/QC oversight

Drainage/Hydraulics Team

- Storm sewer analysis
- H&H modeling
- Flood mitigation alternatives
- Hydraulic evaluations

Design Team

- Construction plans
- Specifications
- Estimates
- PS&E development

Support Team

- GIS analysis
- Survey coordination
- Utility coordination
- FEMA documentation

TEDSI Infrastructure Group, Inc. possesses the demonstrated experience, technical expertise, staffing capacity, and project delivery systems necessary to successfully complete the Storm Sewer Systems 008 and 018 Improvements Project. Our history of delivering FEMA-funded drainage improvements, H&H studies, flood mitigation projects, and construction-ready PS&E packages provides the City with confidence that TEDSI can deliver a successful project within the required schedule and budget.

TAB D: FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS

TEDSI Infrastructure Group, Inc. has extensive experience delivering drainage, flood mitigation, transportation, and hydraulic engineering projects in accordance with applicable federal, state, and local regulations. Our engineers, planners, and environmental specialists routinely integrate regulatory compliance into every phase of project development, from planning and hydrologic and hydraulic (H&H) studies through permitting, design, bidding, and construction support. This proactive approach reduces project risk, shortens review times, and helps maintain eligibility for state and federal funding. Our staff is experienced in applying current engineering standards, FEMA guidance, TxDOT requirements, local drainage criteria, and environmental regulations to develop technically sound and fully compliant infrastructure solutions.

Applicable Federal, State, and Local Regulations

TEDSI routinely performs engineering services in accordance with applicable federal regulations, Texas statutes, and local ordinances governing drainage and flood mitigation projects. Our experience includes compliance with:

- FEMA Hazard Mitigation Assistance (HMA) program requirements
- National Flood Insurance Program (NFIP)
- Executive Order 11988 – Floodplain Management
- National Environmental Policy Act (NEPA)
- National Historic Preservation Act (Section 106)
- Clean Water Act
- Endangered Species Act
- Texas Government Code Chapter 2254, Subchapter A (Professional Services Procurement Act)
- Texas Water Code
- Texas Commission on Environmental Quality (TCEQ) regulations
- Local floodplain management ordinances
- County and municipal drainage criteria manuals
- Applicable drainage district regulations
- Municipal development and stormwater ordinances

TEDSI coordinates with federal, state, regional, county, and municipal agencies throughout project development to ensure all regulatory requirements are satisfied before design completion and construction.

Engineering Standards and Hydrologic & Hydraulic Analysis

TEDSI has extensive experience preparing H&H studies supporting drainage improvements, floodplain evaluations, roadway improvements, detention facilities, and FEMA-funded mitigation projects. Our engineers routinely utilize accepted engineering methodologies and industry-standard software to evaluate existing and proposed drainage conditions. Our technical capabilities include:

- Watershed delineation and runoff modeling
- Existing and proposed hydraulic analysis
- Open channel and storm sewer analysis
- Bridge and culvert hydraulic evaluations
- Stormwater detention design
- Floodplain mapping
- Floodway analysis
- Hydraulic structure design
- Drainage master planning

- Scour evaluations
- Drainage impact assessments

Our team routinely develops hydraulic models using HEC-RAS (1D and 2D), HEC-HMS, HY-8, ArcGIS, and other industry-recognized software to support engineering analyses and regulatory documentation.

FEMA Hazard Mitigation Assistance (HMA)

TEDSI is familiar with FEMA Hazard Mitigation Assistance requirements associated with the Hazard Mitigation Grant Program (HMGP), Flood Mitigation Assistance (FMA), and Building Resilient Infrastructure and Communities (BRIC) programs. Our engineers understand FEMA's requirements for:

- Project eligibility
- Technical feasibility
- Engineering documentation
- Cost-effectiveness
- Environmental and Historic Preservation (EHP) compliance
- Long-term maintenance considerations
- Scope development
- Cost estimating
- Supporting engineering documentation

Our staff prepares engineering analyses and supporting documentation that facilitate FEMA and Texas Division of Emergency Management (TDEM) review while helping maintain funding eligibility.

Executive Order 11988 – Floodplain Management

TEDSI understands the requirements of Executive Order 11988 and FEMA's implementing regulations intended to reduce flood risk and minimize adverse impacts within floodplains. Our project approach includes:

- Evaluating practicable project alternatives
- Minimizing impacts to floodplain functions
- Maintaining flood conveyance
- Avoiding increases in flood elevations whenever feasible
- Supporting FEMA's Eight-Step Decision-Making Process when required
- Coordinating with local Floodplain Administrators throughout project development

Floodplain considerations are incorporated early during planning and design to reduce permitting challenges and improve project delivery.

FEMA Region 6 Documentation Standards

TEDSI understands the documentation expectations associated with FEMA Region 6 mitigation projects and prepares complete, organized, and technically defensible submittals that support efficient agency review. Typical documentation prepared includes:

- Engineering reports
- Existing conditions documentation
- Hydrologic and hydraulic studies
- Benefit-Cost Analysis support
- Project narratives
- Cost estimates
- Environmental documentation
- Mapping exhibits
- Drainage calculations

- Supporting technical memoranda
- Construction schedules

Internal quality assurance procedures verify that documentation is complete and consistent with FEMA guidance prior to submission.

Environmental Compliance and SHPO Coordination

TEDSI recognizes that environmental compliance is critical to maintaining project schedules and funding eligibility. Our environmental coordination begins during project planning to identify permitting requirements and environmental constraints before design advances. Our experience includes coordination associated with:

- National Environmental Policy Act (NEPA)
- National Historic Preservation Act (Section 106)
- Texas Historical Commission (State Historic Preservation Office – SHPO)
- U.S. Army Corps of Engineers
- Texas Commission on Environmental Quality
- U.S. Fish and Wildlife Service, when applicable
- Wetlands and Waters of the United States evaluations
- Threatened and endangered species coordination

Our staff prepares supporting documentation for SHPO review and coordinates with regulatory agencies to resolve comments while minimizing impacts to project schedules.

Floodplain Permitting Requirements

TEDSI has extensive experience supporting projects requiring floodplain development permits and FEMA floodplain compliance reviews. Our services include:

- Floodplain Development Permit support
- HEC-RAS floodway analyses
- Floodway encroachment evaluations
- No-rise certifications
- CLOMR and LOMR technical support
- Floodplain mapping
- Hydraulic impact evaluations
- Coordination with Floodplain Administrators
- Drainage district coordination

Our engineers understand FEMA mapping requirements and local floodplain regulations necessary to support drainage improvements within Special Flood Hazard Areas.

TxDOT Standards

Where projects involve transportation facilities or state rights-of-way, **TEDSI** applies current TxDOT design criteria throughout project development. Our engineers routinely utilize:

- TxDOT Hydraulic Design Manual
- TxDOT Roadway Design Manual
- TxDOT Bridge Design guidance
- TxDOT Standard Specifications
- TxDOT Standard Drawings
- TxDOT Drainage Design guidance
- TxDOT PS&E development procedures

- Utility Accommodation Rules

Our staff has experience coordinating with multiple TxDOT districts and designing drainage improvements compatible with state transportation infrastructure.

FEMA Benefit-Cost Analysis (BCA)
TEDSI understands the importance of demonstrating cost effectiveness for FEMA-funded mitigation projects. Our staff develops technical documentation supporting FEMA Benefit-Cost Analysis (BCA) submissions by compiling engineering data, flood damage estimates, project costs, and anticipated mitigation benefits necessary for evaluation using the FEMA Benefit-Cost Analysis Toolkit.

Floodway No-Rise Certifications
TEDSI has experience preparing hydraulic analyses supporting floodway evaluations and no-rise certifications using HEC-RAS. Our engineers evaluate proposed improvements to verify compliance with local floodplain regulations and FEMA requirements while documenting impacts to base flood elevations and floodway conveyance.

GIS-Based Hydraulic Analysis
TEDSI routinely integrates Geographic Information Systems (GIS) into watershed studies, hydraulic modeling, floodplain mapping, drainage inventories, and engineering analyses. GIS is used to improve watershed delineation, terrain analysis, hydraulic model development, floodplain visualization, and preparation of technical exhibits supporting permitting and FEMA documentation.

Coordination with Floodplain Administrators and Regulatory Agencies
Successful flood mitigation projects require continuous coordination among project stakeholders. **TEDSI** regularly works with:

- FEMA
- Texas Division of Emergency Management (TDEM)
- Local Floodplain Administrators
- Drainage Districts
- Municipal Engineering Departments
- Counties
- TxDOT
- Texas Historical Commission (SHPO)
- TCEQ
- U.S. Army Corps of Engineers
- Utility providers
- Other regulatory and permitting agencies

Our collaborative approach facilitates timely reviews, efficient permitting, and successful project delivery.

Commitment to Regulatory Compliance
TEDSI understands that successful drainage and flood mitigation projects require more than technical engineering—they require a comprehensive understanding of the regulatory framework governing federally funded infrastructure improvements. By integrating engineering excellence with environmental stewardship, floodplain management, permitting expertise, and proactive agency coordination, **TEDSI** consistently delivers projects that meet regulatory requirements while advancing our clients' resilience and infrastructure objectives.

APPENDIX

Bidder Registration Information

IF YOUR COMPANY IS INTERESTED IN PARTICIPATING, PLEASE EMAIL THE REGISTRATION INFORMATION BELOW TO PURCHASING@HARLINGENTX.GOV TO REQUEST A BID PACKET.	
Company Name:	TEDSI Infrastructure Group
Company Address:	1201 E. Interstate Hwy 2
Phone #:	956-424-7898
Fax#:	956-424-7022
Contact Person Name(s):	Jesse Salinas, Ponciano N. Longoria
Email Address(s):	jsalinas@tedsi.com, ponciano.longoria@tedsi.com
HUB Certified (Yes/No):	Yes
HUB Certification#:	1760128014600

REFERENCE FORM

The following information shall be required to accompany all bid submittals.

1. Local company's business name and business information.

Company name: TEDSI Infrastructure Group, Inc.

Address: 1201 E. Interstate Highway 2, Mission, Texas 78572

Contact Person: Jesus Salinas

Office Phone #: (956) 424-7898 Mobile #: (956) 222-5181

Email Address: jsalinas@tedsi.com

2. Your Corporate Company's name and business information.

Corporate name: TEDSI Infrastructure Group, Inc.

Address: 1201 E. Interstate Highway 2, Mission, Texas 78572

Office Phone #: (956) 424-7898 Mobile #: (956) 222-5181

Email Address: jsalinas@tedsi.com

3. Does your company participate in Cooperative Contract Pricing? YES / NO (select below)

___ BuyBoard (TASB) ___ H-GAC ___ Choice Partners ___ GSA ___ ASC
___ OMNIA Partners ___ TXMAS ___ Sourcewell ___ TIPS ___ TCI
___ TXSmartBuy ___ TXDIR ___ Other: _____

CO-OP Contract #: _____ Effective Dates: _____ to _____

4. A minimum of 3 references (local preferred).

	Company Name	Contact Name	Phone	Email
1.	City of Brownsville	Mr. Carlos Lastra	(956) 541-1012	carlos.lastra@brownsvilletx.gov
2.	HC Commissioner Pct. 4	Mrs. Ellie Torres	(956) 383-3112	ellie.torres@co.hidalgo.tx.us
3.	City of McAllen	Mr. Eduardo Mendoza	(956) 681-1150	edmendoza@mcallen.net

5. Municipal projects (local preferred):

	Municipality Name	Project Name	Amount	Completion Date
1.	City of Harlingen	9th & 13th St. Drainage Improvement		2022
	Contact Name, Phone, Email:	Mr. Robert Hernandez	(956) 216-5280	rhernandez@harlingentx.gov
2.	City of Harlingen	5th & 7th Storm Sewer Improvements		On-going
	Contact Name, Phone, Email:	Mr. Robert Hernandez	(956) 216-5280	rhernandez@harlingentx.gov
3.	City of Mission, TX	Mission Master Drainage Plan		2021
	Contact Name, Phone, Email:			
4.	City of Mission, TX	Esperanza Drainage Improvement		2024
	Contact Name, Phone, Email:	Juan Pablo "JP" Terrazas, P.E., CPM, JP	(956) 580-8729	jpterrazas@missiontexas.us
5.	Hidalgo County Pct. 4	J-08 & Faysville Drain		2021
	Contact Name, Phone, Email:	H.C. Commissioner Pct. 4 Ellie Torres	(956) 383-3112	ellie.torres@co.hidalgo.tx.us

BUSINESS DATA CERTIFICATION

Name of Firm: TEDSI Infrastructure Group, Inc.

Address: 1201 E. Interstate Highway 2, Mission, Texas 78572

Number of Years in contracting business under present name: 41

Type of work performed by your firm: Professional Engineering Services

Have you ever failed to complete any work awarded to you? (Y/N) No

Have you ever defaulted on a contract? (Y/N) No

He/She certifies that:

(a) The legal name and the business address of the undersigned are:
TEDSI Infrastructure Group, Inc.

(b) The undersigned is : **(Circle One)**

A Single Proprietorship A Corporation organized in the State of Texas

A Partnership Other Organization

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
Jesus Salinas	CEO/President	1201 E. Interstate Hwy 2 Mission, Texas 78572
Jules M. Morris, Jr.	Executive Vice-President	738 Highway 6 South, Suite 430 Houston, Texas 77079
Paul Bright	Vice President	738 Highway 6 South, Suite 430 Houston, Texas 77079

(d) The name and addresses of all other persons having a substantial interest in the undersigned, and the nature of the interest are:

NAME	ADDRESS	NATURE OF INTEREST
N/A		

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are:

NAME	ADDRESS	TRADE CLASSIFICATION

N/A		

Jesus Salinas

NAME OF AUTHORIZED REPRESENTATIVE (printed)

SIGNATURE OF AUTHORIZED REPRESENTATIVE

07/14/2026

DATE

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

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

By law this questionnaire must be filed with the records administrator of the local government entity no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, local Government Code. An offensive under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

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

NONE

2 ☐ **Check this box if you are filling an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

NONE

Name of Officer

This section, (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☒ NA No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ NA No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or Coordinator, or holds an ownership of 10 percent or more?

☐ Yes ☒ NA No

D. Describe each employment or business relationship with the local government officer named in this section..

4

07/14/20

28

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/10/2025

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 Brady, Chapman, Holland & Associates, Inc. 10055 West Gulf Bank Houston TX 77040	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 713-688-1500 **FAX (A/C, No):** 713-688-7967 **E-MAIL ADDRESS:** ecerts@bch-insurance.com
INSURED TEDSIINFRA TEDSI Infrastructure Group, Inc. 738 Highway 6 S Ste 430 Houston TX 77079-4038	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Property & Casualty Co. of Hartford — 34690 **INSURER B :** Continental Casualty Co. (CNA) — 20443 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1919226489 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			61SBABV10DW	8/27/2025	8/27/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			61SBABV10DW	8/27/2025	8/27/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			61SBABV10DW	8/27/2025	8/27/2026	EACH OCCURRENCE AGGREGATE 	$ 1,000,000 $ 1,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N: N	N / A	61WECBV1A8Y	8/27/2025	8/27/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B B	Employment Practice Liab. Professional & Poll Liability			2088293270 113771047	8/27/2025 9/11/2025	8/27/2027 9/11/2026	Aggregate Limit 2,000,000 Per Claim	1,000,000 2,000,000 Agg

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

The policy includes Blanket Additional Insured on the General Liability per form SL30320621 and Umbrella per form SU00021018, with a written contract. Waiver of Subrogation is included on the General Liability per form SL00001018 and Workers Compensation per from WC420304B, with a written contract. The General Liability is Primary and Non-Contributory per form SL00001018.

CERTIFICATE HOLDER

Sample Certificate for Information Purposes Only

CANCELLATION

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

Timothy J. Brady

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