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

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

John Cowen, Jr, Mayor

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

Pursuant to Chapter 551, Title 5 of the Texas Government Code, the Texas Open Meetings Act, notice is hereby given that the City Commission of the City of Brownsville, Texas, in accordance with Article V, Section 12, of the Charter of said City, will convene a **Special Meeting**, on **September 22, 2026**, at **5:00 p.m.**, in the Commission Chambers, on the Second Floor of the Brownsville City Hall - Old Federal Building, located at 1001 East Elizabeth Street, Brownsville, Cameron County, Texas, 78520.

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

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

Meeting number: 2532 697 4533

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

Join by video system

Dial 25326974533@brownsvilletx.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

Join by phone

1-844-621-3956 United States Toll Free

+1-650-479-3208 United States Toll

Access code: 253 269 74533

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

CALL TO ORDER

a) ROLL CALL

b) INVOCATION

c) PLEDGE OF ALLEGIANCE TO THE FLAGS OF THE UNITED STATES OF AMERICA AND STATE OF TEXAS

PRESENTATION(S)

1) Presentation of Brownsville Housing Master Plan progress updates — Public Engagement & Housing Needs Assessments (Planning & Redevelopment Department)

2) Introduction and Overview of the Brownsville Design Guidelines and Standards (Planning & Redevelopment Department)

PUBLIC COMMENT PERIOD

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

CITY MANAGER'S UPDATE(S)

1) Pet of the Month Adoption Spotlight

2) Introduction and welcome of the City's new Assistant Finance Director, Rodrigo Gimenez.

3) Recognition of Service, Jorge Cardenas, Chief Information Officer

CONSENT AGENDA ITEM(S)

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

1) Consideration of approval of minutes from the City Commission Special Meetings held on August 17, 2026, August 21, 2026 and August 29, 2026. (Office of the City Secretary)

2) Consideration and **ACTION** to approve the Interlocal Agreement between the City and the Brownsville Independent School District for the use of their property to install and maintain a bus shelter located at 2477 Price Road. (Brownsville Metro)

3) Consideration and **ACTION** to approve Tokio Marine HCC for Stop Loss Services for the City of Brownsville for FY 2027, in the amount not to exceed $1,059,730, as budgeted. (Organizational Development and Human Resources)

4) Consideration and **ACTION** to approve the CPI Rate Adjustment for Redfish Recycling effective October 1, 2026, not to exceed 3.53%. (Internal Services Department)

5) Consideration and **ACTION** to approve the CPI Rate Adjustment for Republic Services effective October 1, 2026, not to exceed 4.70%. (Internal Services Department)

6) Consideration and **ACTION** to approve a three-year purchase of VMware Cloud Foundation and VMware vDefend licensing and support from SHI Government Solutions, Inc., through Texas Department of Information Resources Contract DIR-CPO-5241, in a total amount not to exceed $263,502.72, payable in three annual installments of $87,834.24, subject to annual appropriation, receipt of a current valid quote, and final review by Purchasing and Legal. (Information Technology Department)

7) Consideration and **ACTION** to approve the first renewal of Contract No. 093-24-FIN-RFP with Deep Blue Investment Advisors for Investment Advisory Services for $34,500. (Financial Services Department)

8) Consideration and **ACTION** to approve TRIPPP Consulting's Change Order #1, which would address the unforeseen success of increased trips for Fiscal Year 2026 with the Uber Rideshare Pilot program on Brownsville Metro's Route 30 in the amount not to exceed $40,000, as budgeted. (Brownsville Metro).

9) Consideration and **ACTION** to adopt **Resolution Number 2026-114**, reviewing, amending, and readopting all the provisions listed in the documents titled "City of Brownsville, Texas Amended Investment Policy" and "City of Brownsville, Texas, Amended Investment Strategy Statement". (Financial Services Department)

10) Consideration and **ACTION** to approve **Resolution Number 2026-128** supporting Cameron County's acquisition of the B&M International Bridge and related facilities and recognizing its importance to regional transportation, international trade, and economic development. (Engineering and Public Works)

PUBLIC HEARING(S)

1) Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 235-2026-019**, to rezone from Residential Estate (RE) to Residential Single-Family (R-1) to allow a single-family residential development for a 1.00-acre tract of land out of Lot 4, Block 307, El Jardin Re-Subdivision, Cameron County, Texas, located at 835 South Indiana Avenue, Brownsville, Texas 78521, as shown in Exhibit "A". (District 1) (Planning & Redevelopment Department)

2) Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 235-2026-021-PD**, to establish a Planned Development District (PD) to establish development-specific zoning regulations that would permit reduced setbacks, detached accessory structures in the front yard, and unique design standards for the proposed residences, for 2.817 acres, being all of Common Area 1 of Butterfly Grove Subdivision, Cameron County, Texas, located at 1903 Grove Lane, Brownsville, Texas 78526, as shown in Exhibit "A". (District 3) (Planning & Redevelopment Department)

3) Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 235-2026-022-S**, to request a Specific Use Permit in a Regional Center (RC) zoning district to allow an event center for Suite G, Lot 3, Block 1, Springmart I Subdivision Replat #2, Cameron County, Texas, located at 3231 Pablo Kisel Boulevard, Brownsville, Texas 78526, as shown in Exhibit "A". (District 3) (Planning & Redevelopment Department)

4) Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 2026-235.130**, to amend the City of Brownsville Unified Development Code (UDC, Article 4 – Zoning Regulations, Subsection 4.4.3 – Permitted Use Chart, Subsection 4.4.4 – Additional Use Standards, and Article 6 – Definitions) to regulate poker lounges, event centers, quick lube facilities, self-storage facilities; and dealing with related matters, as shown in Exhibit "A". (Planning & Redevelopment Department)

ITEMS FOR INDIVIDUAL CONSIDERATION(S)

1) Consideration and **ACTION** on **SECOND READING** of **Ordinance Number 2026-1761-B** of the City of Brownsville, Texas, to update the Master Fee Schedule of the City of Brownsville and amend pertinent sections of the Code of

Ordinances to reflect those updates, and dealing with related matters. (Financial Services Department)

2) Consideration and **ACTION** on **Resolution Number 2026-121-A** amending **Resolution Number 2026-121** ratifying direction to the City Manager to reactivate the City of Brownsville Environmental and Conservation Task Force that was tasked with providing advice and recommendations to the City Commission regarding data center policies and development regulations. (City Manager's Office/ Office of the City Attorney/ Planning and Redevelopment Department)

3) Consideration and **ACTION** to adopt **Resolution Number 2026-127** identifying qualifying projects described in Exhibit "A" to the Memorandum of Understanding between Space Exploration Technologies Corp. (SpaceX) and the City of Brownsville dated August 29, 2026; and ratifying an escrow agreement between the City, PlainsCapital Bank, and SpaceX for the benefit of Brownsville Public Utilities Board and Southmost Regional Water Authority. (City Manager's Office/ Office of the City Attorney)

BOARD APPOINTMENT(S)

1) Consideration and **ACTION** on **Resolution Number 2026-131** to appoint members to the City of Brownsville Environmental and Conservation Task Force pursuant to Resolution Number 2026-121-A. (City Manager's Office/ Office of the City Attorney/ Planning and Redevelopment Department)

EXECUTIVE SESSION

1) Closed session pursuant to Tex. Gov't. Code Section 551.071 (Consultation with Attorney) related to Collective Bargaining Agreement with Brownsville Police Officers' Association, Charter 290577-01. (Office of the City Attorney/ City Manager's Office)

2) Closed session pursuant to Tex. Gov't. Code Section 551.071 (Consultation with Attorney, including Contemplated or Pending Litigation and/or Settlement Offer) related to: TMLIRP Claim No. TX260469. (Office of the City Attorney)

3) Closed session pursuant to Tex. Gov't. Code Section 551.071 (Consultation with Attorney) related to the attorney-client privilege. (Office of the City Attorney)

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

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

1) Consideration and **ACTION**, if any, related to Collective Bargaining Agreement with Brownsville Police Officers' Association, Charter 290577-01. (Office of the City Attorney/ City Manager's Office)

2) Consideration and **ACTION**, if any, related to a limited waiver of the attorney-client privilege. (Office of the City Attorney)

ADJOURNMENT

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

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

I, **Mayra A. Rios**, hereby certify that a copy of the Notice for the **September 22, 2026** Meeting of the Brownsville City Commission was posted on the designated bulletin board at City Hall – Federal Building, 1001 Elizabeth Street, a location readily accessible to the public, for at least three (3) business days prior to the scheduled meeting date, in compliance with Chapter 551 of the Texas Government Code. I further certify that the Agenda was posted on the City's website and can be downloaded by accessing: https://brownsvilletx.gov/129/Agendas-Minutes

Mayra A. Rios, TRMC
City Secretary

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

_____
Employee Name and Signature Date

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Daniel Leal, Director Planning & Redevelopment Services, Samuel Nunez, Senior Planner
Date:	Tuesday, September 22, 2026
Agenda #:	Presentation of Brownsville Housing Master Plan progress updates — Public Engagement & Housing Needs Assessments (Planning & Redevelopment Department)

Summary:
This presentation will provide an update on the Brownsville Housing Master Plan process, highlighting progress made to date and upcoming steps. The presentation will focus on two key areas: public engagement efforts and key findings from the Housing Needs Assessments.

The public engagement update will summarize outreach activities conducted to date, including community events, stakeholder engagement, tabling opportunities, and upcoming Open House events designed to gather input from residents and community partners.

The presentation will also provide an overview of key findings from the Housing Needs Assessment, including housing affordability challenges, rental housing availability and quality, the need for housing rehabilitation and reinvestment, and the importance of planning for a diverse range of housing types to meet current and future needs.

Project Scope and Analysis:
The Brownsville Housing Master Plan is a citywide initiative to assess current and future housing needs and develop community-driven strategies to ensure that the city's housing supply meets the needs and aspirations of current and future Brownsville residents.

Funding:

Source: Not Applicable

Amount:

Local Contribution if Applicable:

Recommendation:
City staff is open to City Council questions, direction, suggestions, or recommendations as we continue the development process of the Brownsville Housing Master Plan. No Board action is required at this time.

Commission Pillar:
Planning & Zoning

Attachments:
1. Housing Master Plan - Full Progress Report



Brownsville Housing Plan

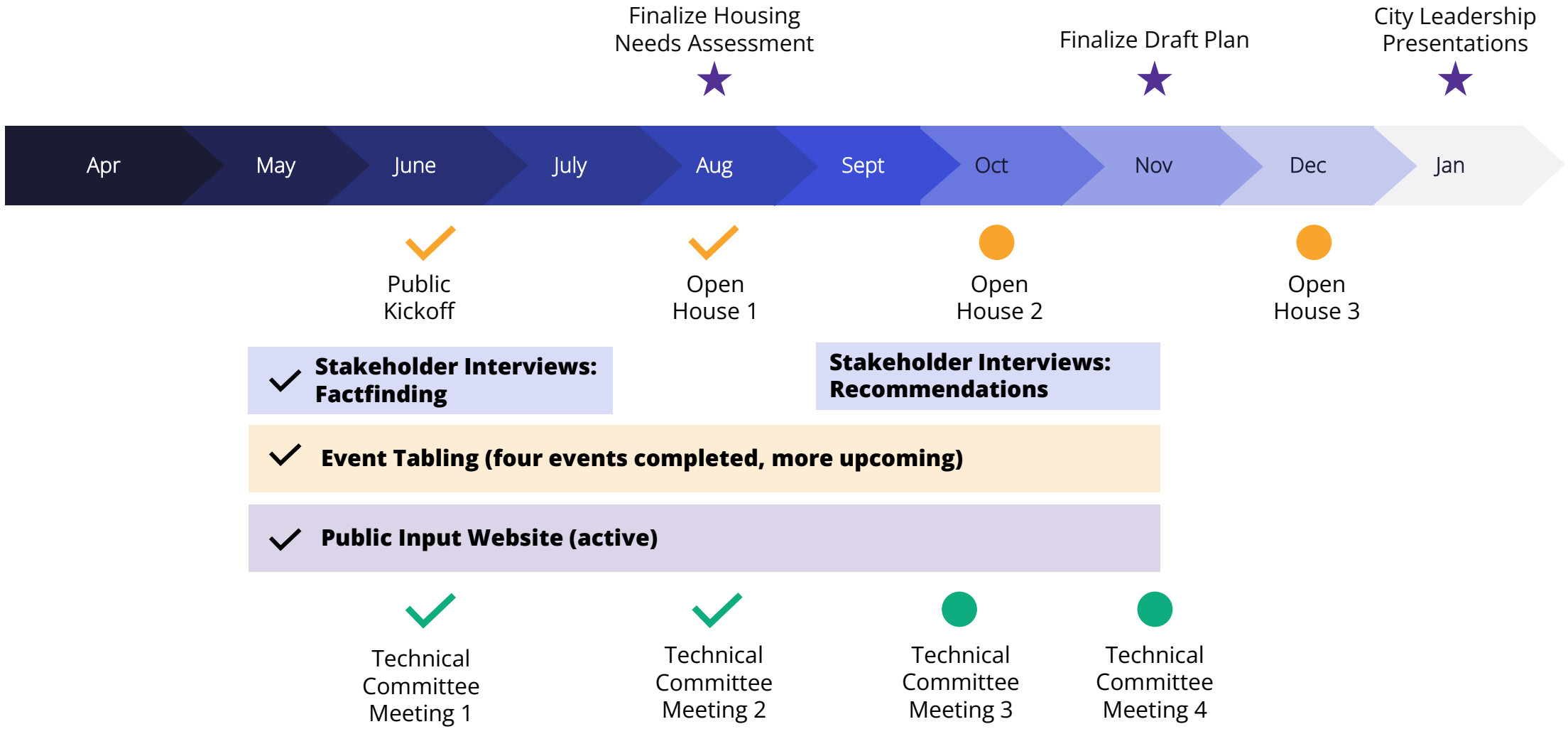
CITY COMMISSION MEETING

September 2026

What is the Brownsville Housing Plan?

The City of Brownsville is leading a citywide housing plan to develop policies that will guide City actions and private investments that **support attainable, quality housing opportunities for all Brownsville residents**, while ensuring community voices remain at the center of the process.

The project is making steady progress through engagement, the housing needs assessment, and future demand analysis, laying the groundwork for the final Housing Plan.

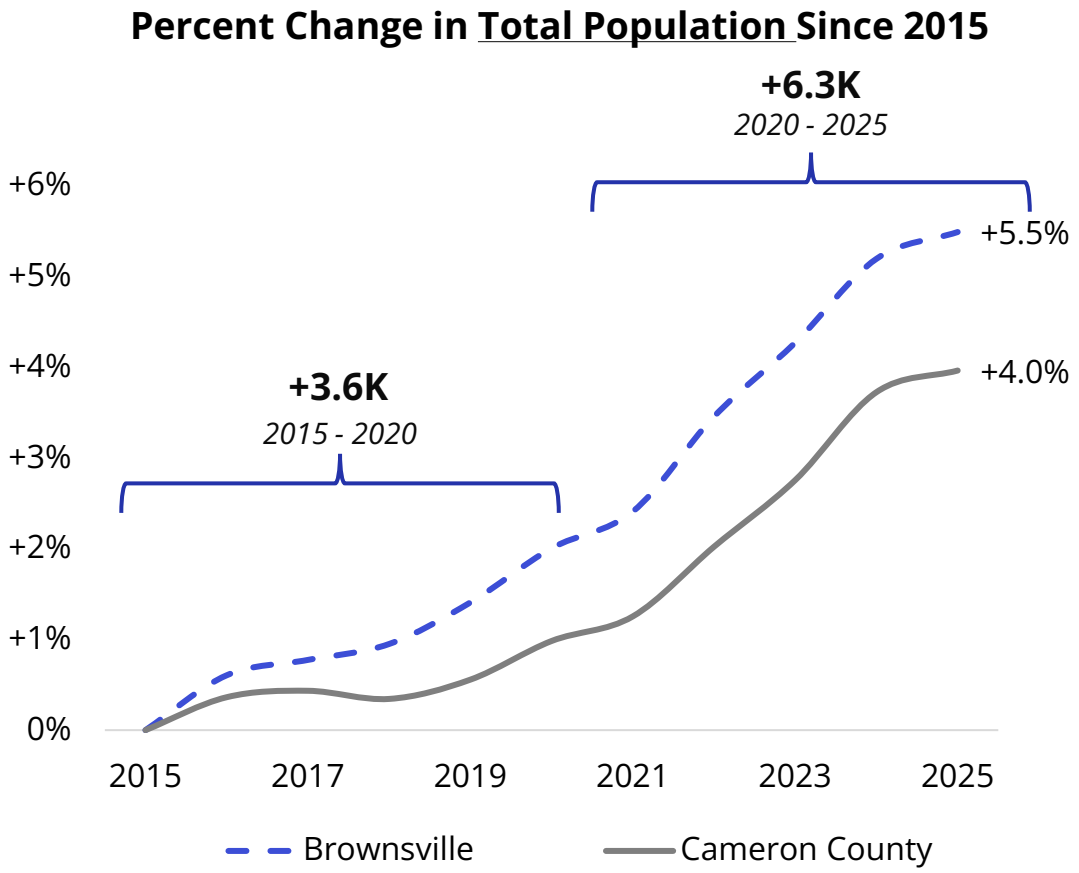


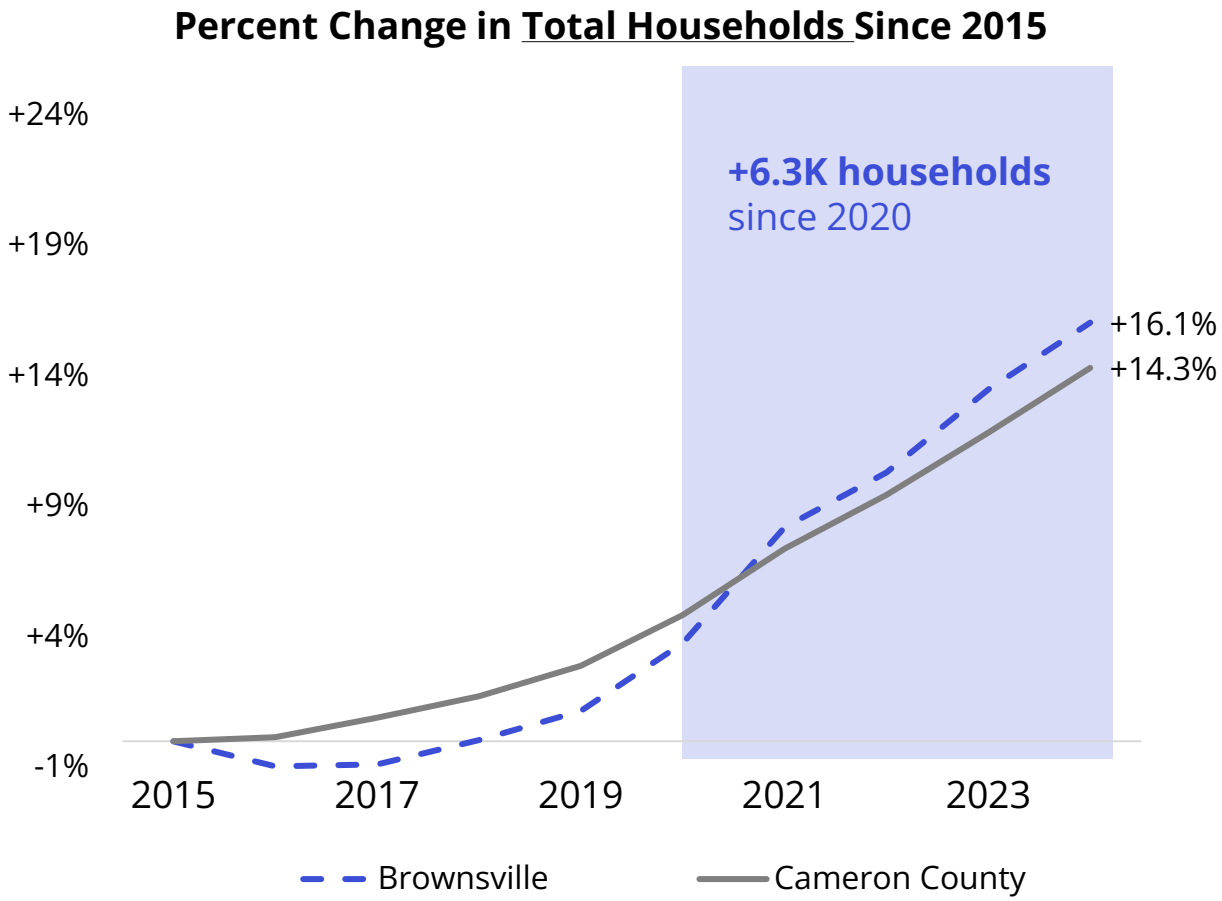
Housing Needs Assessment
Key Findings

1 Brownsville experienced a **wave of historic population and economic growth** in the latter part of the decade.

An unprecedented number of **higher income earners are moving into the city**, creating an income divergence between those relocating to the city and legacy residents.

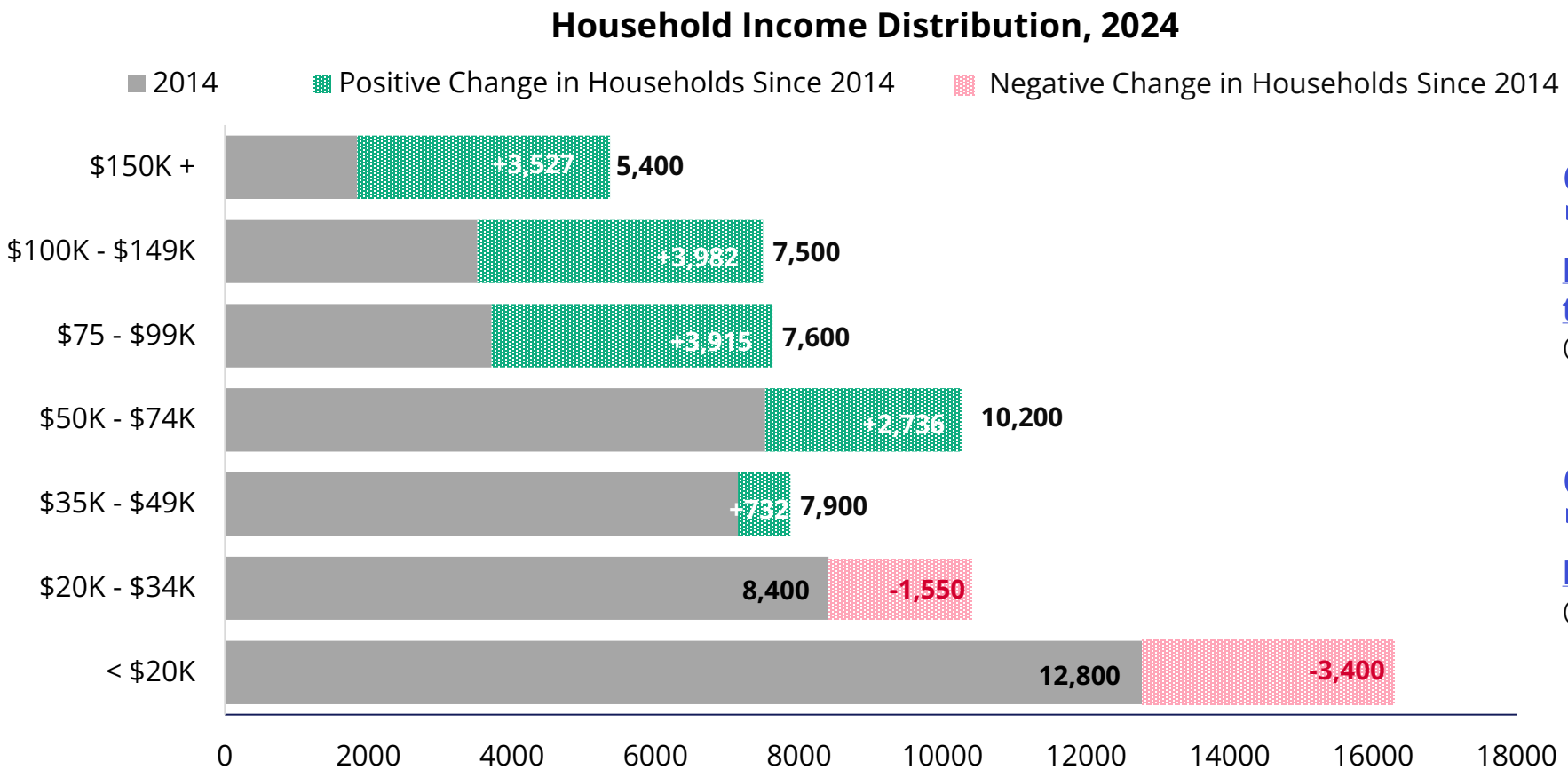
In the last decade, Brownsville experienced historic growth, growing faster than the county as a whole.





Source: Population Estimates Program (PEP), American Community Survey (ACS), 5-Year Estimates, US Census Bureau

High-income earners are relocating to Brownsville, yet households are still significantly lower income.



$51,300

Long-standing (4+ years in the county) Average Income
Cameron County, 2022 - 2023

$79,500

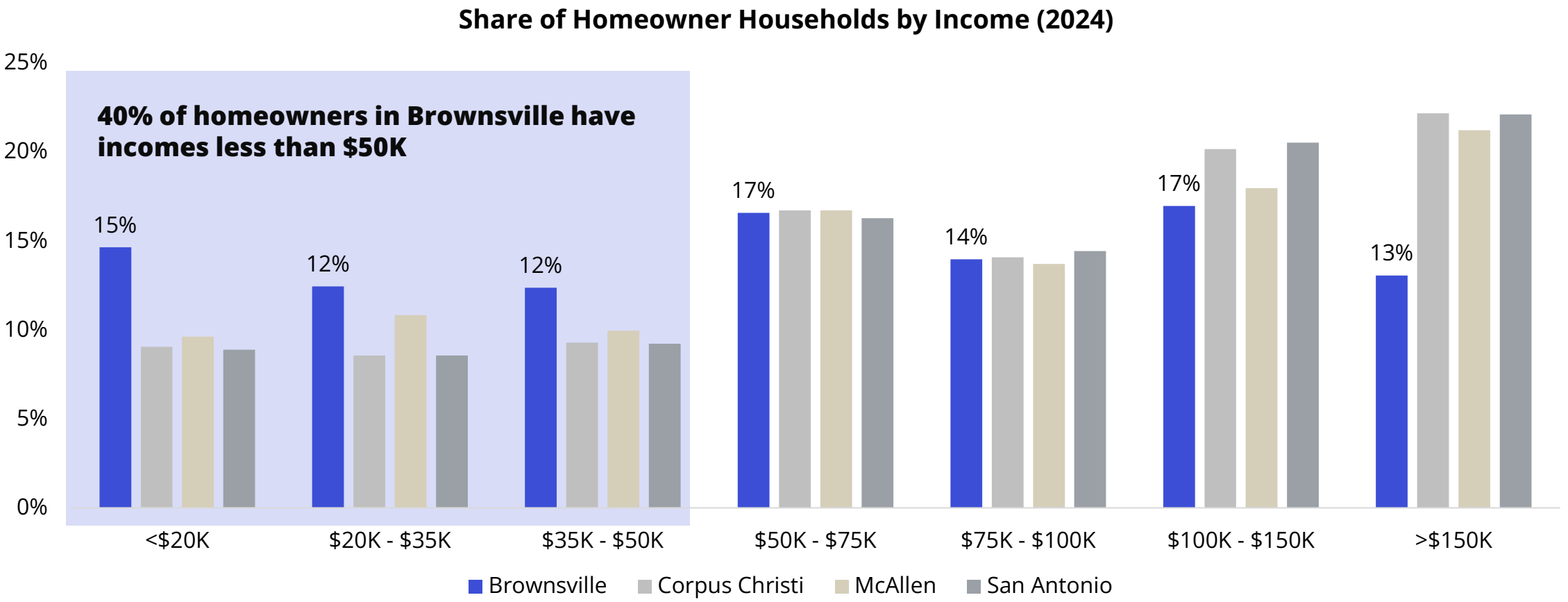
New Resident Average Income
Cameron County, 2022 - 2023

Source: American Community Survey (ACS), 5-Year Estimates, US Census Bureau Average Incomes from IRS Statistics of Income (SOI) county migration, 2022 – 2023.
Non-movers = same house 1 year ago & within Cameron County. Excludes international migration.

2 In the past decade, Brownsville has been an **accessible market for a range of homeowners**, supporting the city's growth.

Looking ahead, the **greater constraint on access is affordability** rather than growth itself—as home prices rise faster than local incomes, ownership is moving out of reach for lower- and moderate-income households.

Historically, the city offered accessible homeownership opportunities for a range of household income levels, unlike other peer cities in Texas.

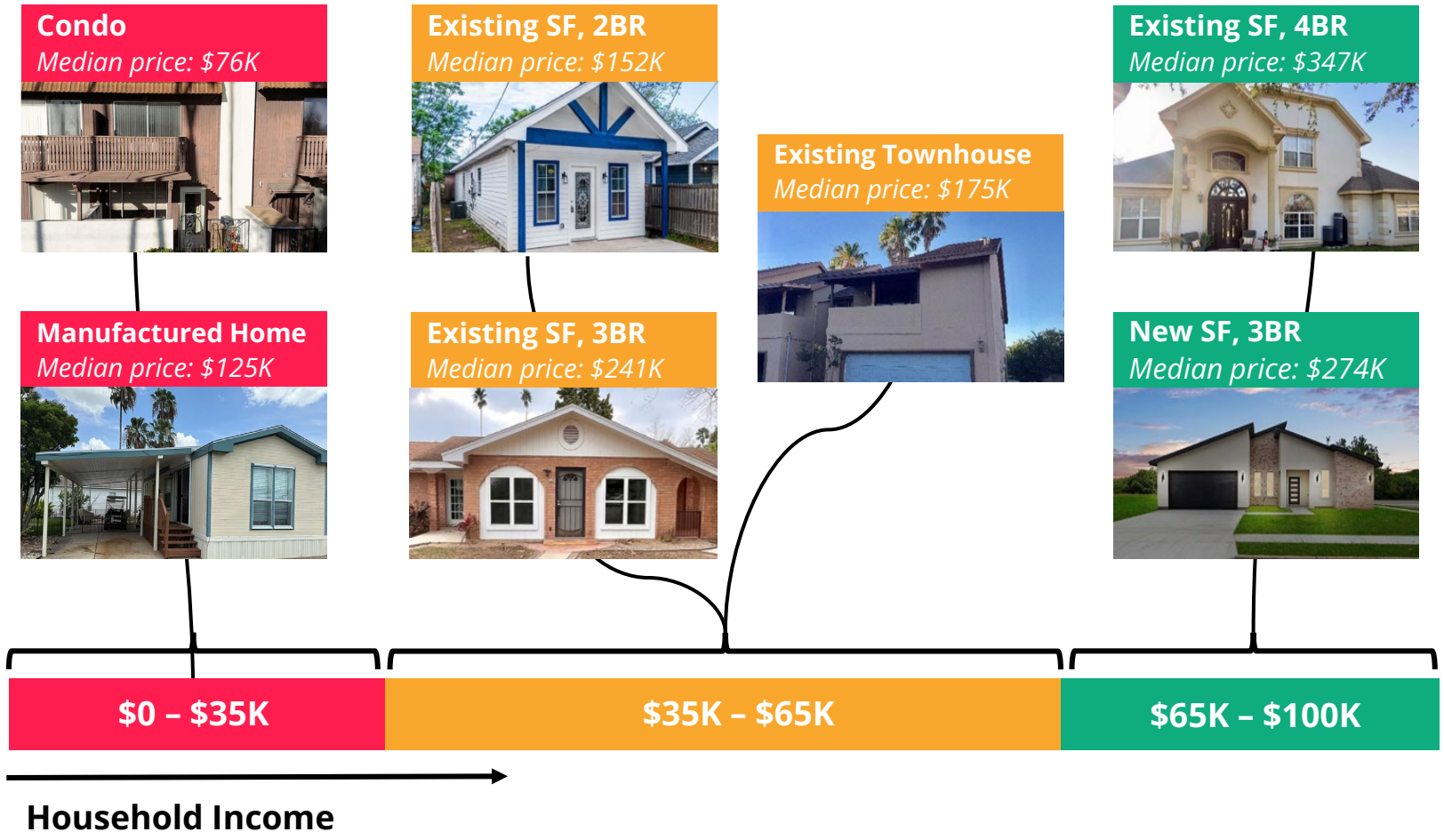


Source: American Community Survey (ACS), 5-Year Estimates, US Census Bureau

Homeownership options are becoming more limited for lower and moderate income households.

The lowest-priced new single-family home requires an income of at least $72K and more than half of Brownsville households earn less than that.

Example For-Sale Home Types by Income in Brownsville

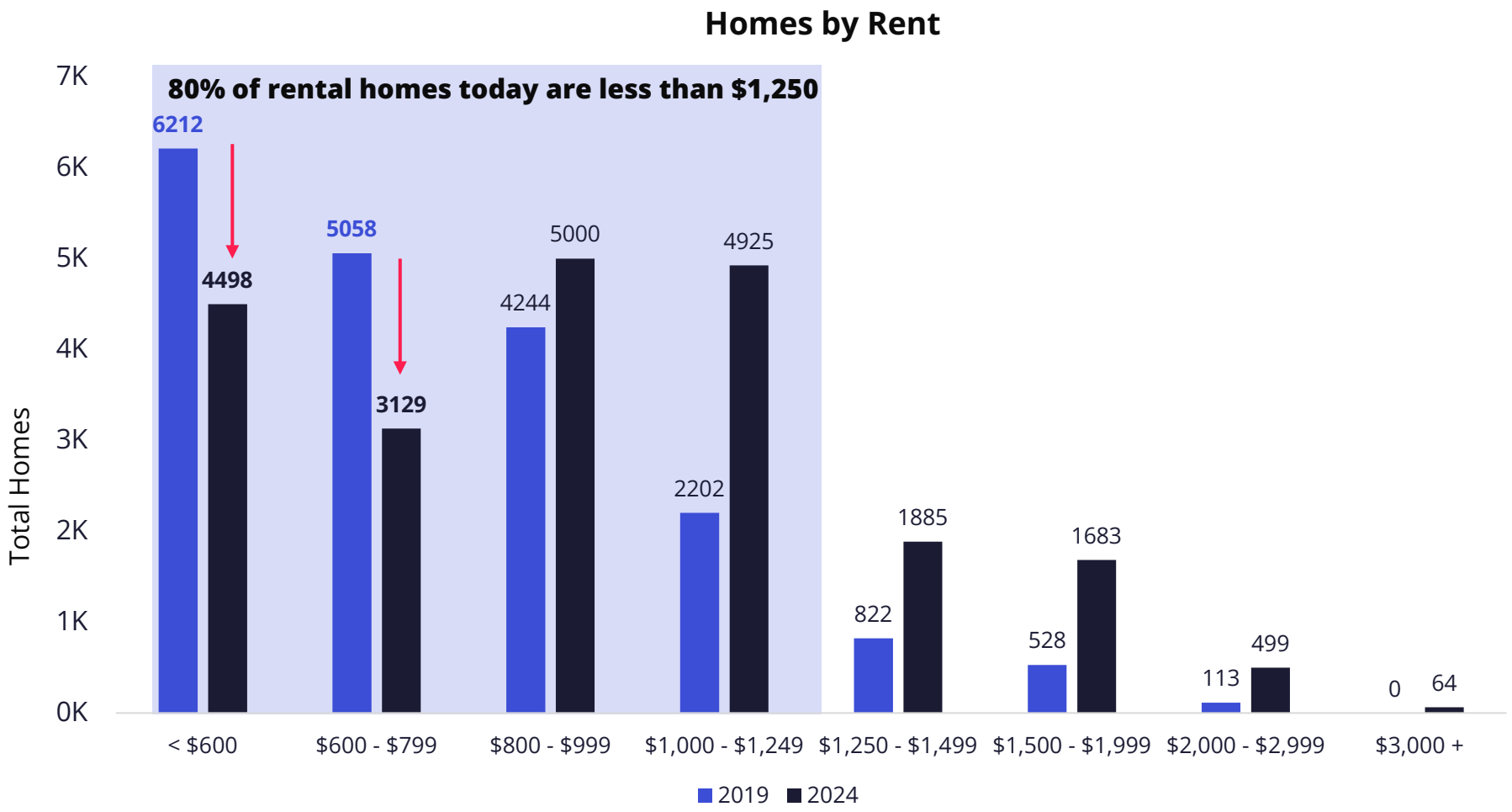


Source: Zillow active listing data, HR&A pull, May 12, 2026. Income required assumes 30-yr mortgage, 7% rate, 80% LTV, 30% housing cost burden. AMI: HUD FY2025 Cameron County (4-person HH, 100% AMI = $79,400).

3 **Rental housing for lower income households remains a persistent**, unmet challenge.

The city is home to a large population of lower income renters who are especially vulnerable to economic shocks, and the supply of affordable rentals falls well short of their need.

Rents have seen an upward shift with moderate overall growth, though much of the rental housing stock remains comparatively affordable.



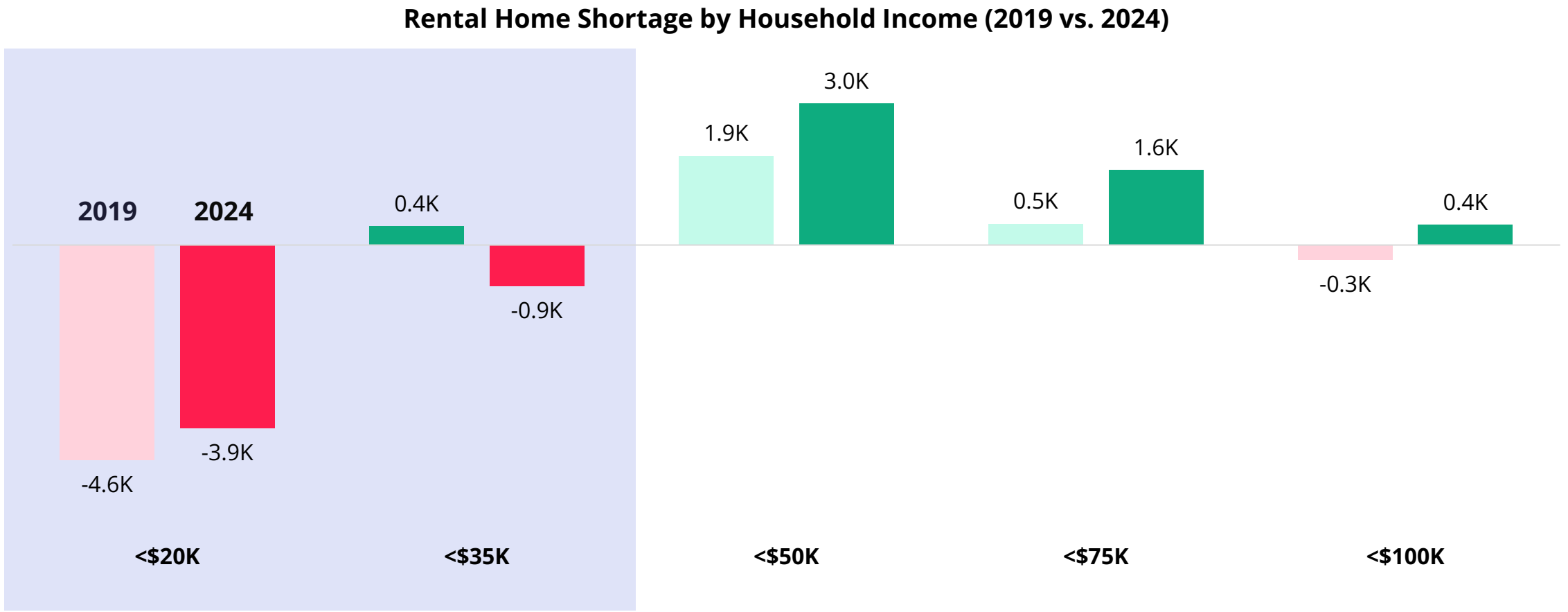
$1,230
Typical Market Rent
2021

$1,500
Typical Market Rent
2025

+23%
Market Rent Increase
2021 - 2025

Source: American Community Survey (ACS), 5-Year Estimates, US Census Bureau. Dollar values are nominal. Gross rents include contract rent plus utilities.

Brownsville's lowest-income households continue to experience the highest housing shortages, with some gaps moving up to slightly higher income levels.

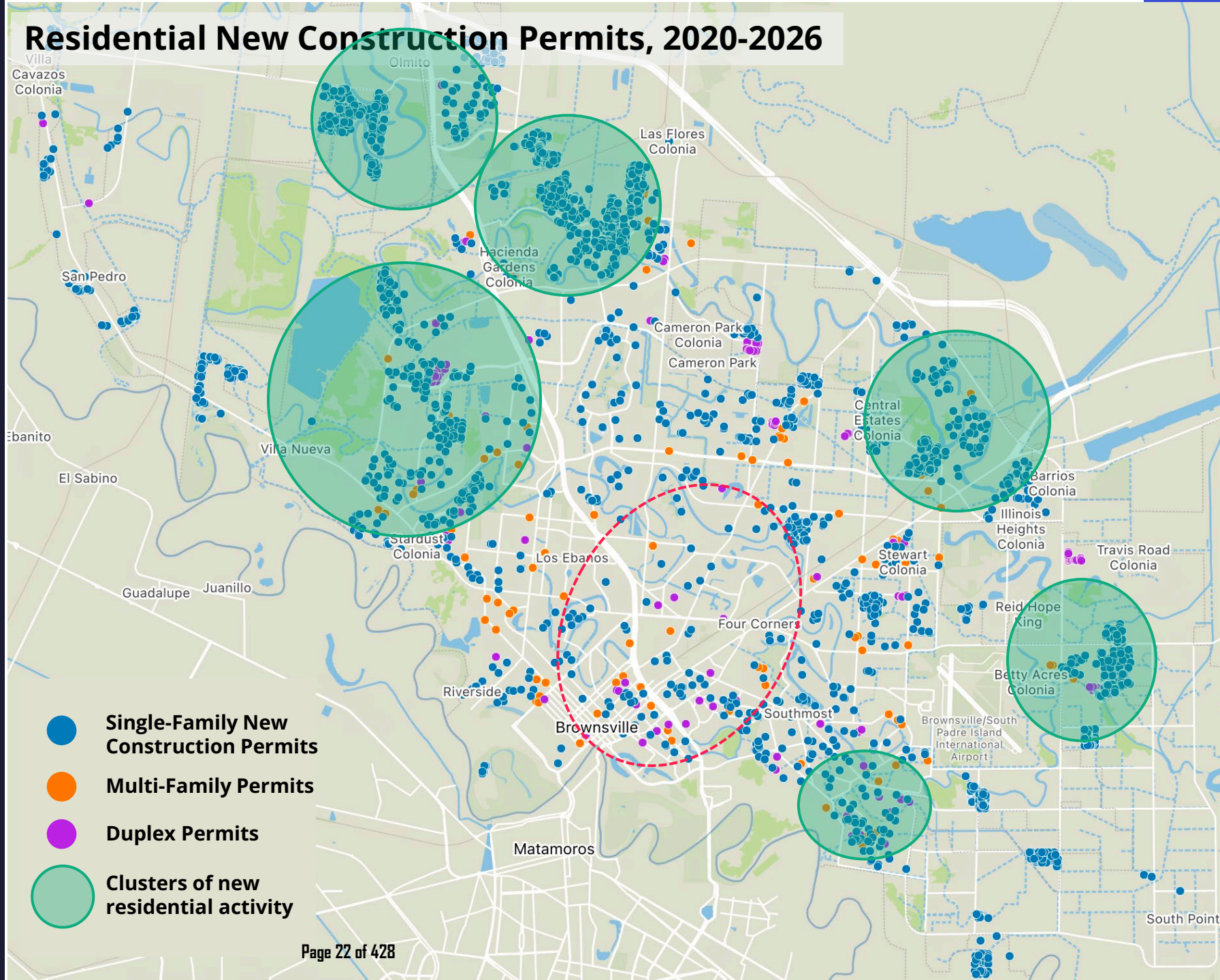


Source: American Community Survey (ACS), US Census Bureau

4 Brownsville's neighborhoods have seen varying levels of housing investment over the years.

Most new development is occurring in the northern areas and peripheries of the city, while the Downtown and Southmost neighborhoods are not attracting the same levels of investment as the northern edge.

From 2020-2026, the city's Downtown and the Southmost neighborhoods saw less housing investment compared to other parts of the city.

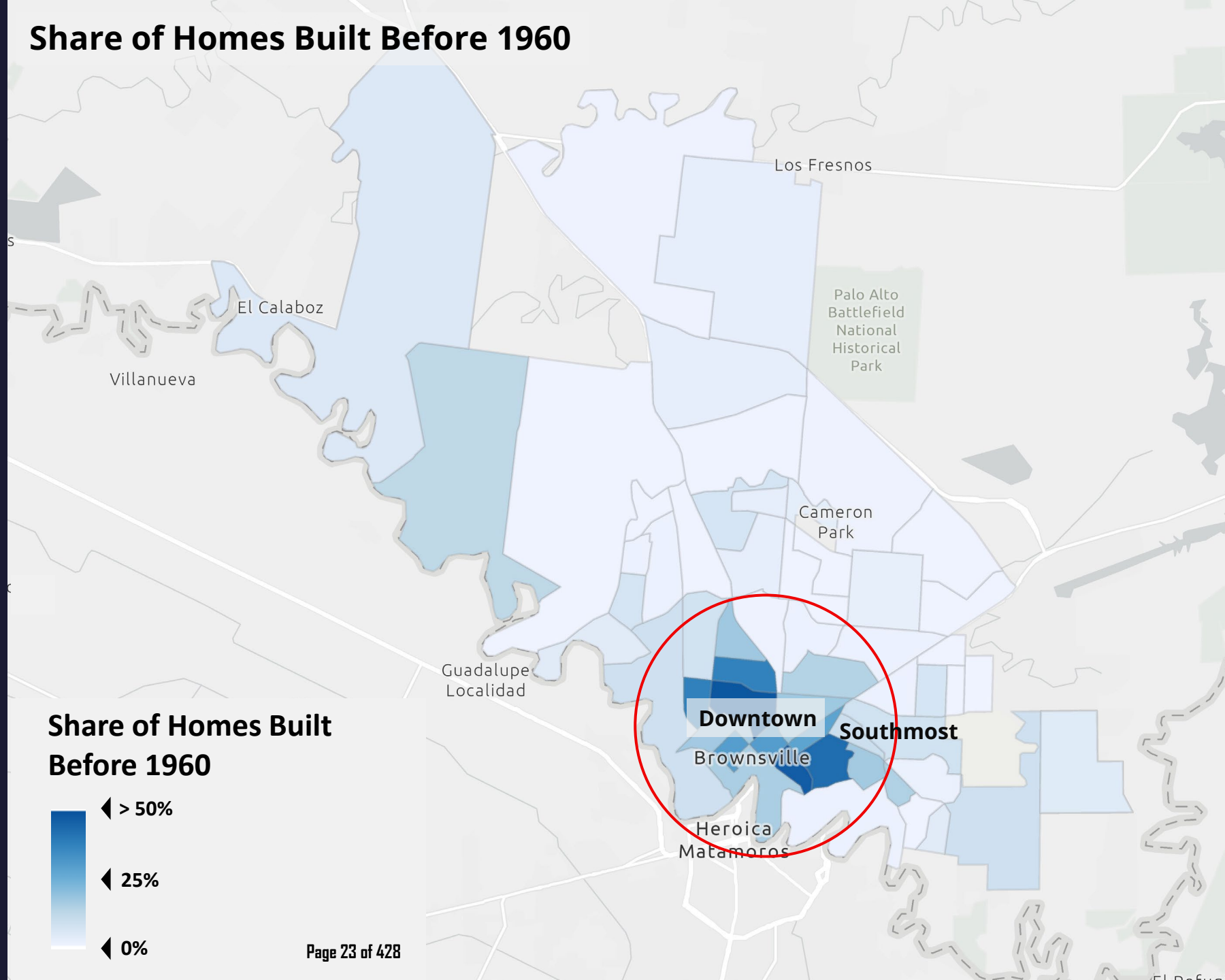


City of Brownsville and Cameron County building permit records, 2020–2026. Dots represent individual residential construction permit locations.

Share of Homes Built Before 1960

Downtown and the Southmost neighborhoods have a disproportionately higher share of older homes.

Source: ACS 2024 5-year estimates.



Looking Ahead

To **continue capturing the economic growth** the city experienced in the last decade, this will **require balancing housing investment with job growth** and providing **housing for households at different income levels**.

Expanding housing choices for the city's most in need communities will be critical to retaining and preserving legacy communities and residents.

Maintaining affordability will be key to continuing the city's legacy of offering accessible homeownership for a range of households.

The City has the opportunity to **prioritize housing investment and other infill development in the city's historic core** that will ultimately support the economic health and vibrancy of these neighborhoods.

Brownsville HOUSING PLAN



ENGAGEMENT UPDATE
SEPTEMBER 2026

tecolotl HR&A

How we've connected



2
OPEN HOUSES

242
SURVEYS COMPLETED

4
POP-UP EVENTS

1,000+
COMMUNITY INTERACTIONS

Where we've been


Housing Plan Public Kick-Off


Downtown Farmer's Market


MRU Block Party at Oliveira Park



Community Open House #1 at Southmost Library

JUNE | JUNIO

JULY | JULIO

AUGUST | AGOSTO



First Friday at Market Square


4th of July Fest at Brownsville Sports Park


Outreach at Southmost local businesses

Coming soon to a community event near you!

HR&A

What we heard



Affordability and homeownership are the biggest concerns.

Many residents say housing is not affordable and homeownership is out of reach. They pointed to rising rents, home prices, taxes, and costs that are increasingly difficult to manage on local incomes.



There are housing options—but not within everyone's reach.

Residents agree Brownsville has a good variety of housing options, but many say they don't match what working families and lower- and middle-income households can afford.



Quality homes need strong neighborhoods.

Residents connected housing to safe streets, sidewalks, drainage, lighting, parks, transportation, and green space, while raising concerns about conditions in older neighborhoods.



Growth should benefit existing residents.

As Brownsville grows, residents want more housing without losing affordability, neighborhood quality, or the ability of longtime families to remain in their communities.

**Based on feedback received through community surveys, tabling events, and community open house #1.*

HR&A

Future Housing Demand Estimates Key Findings

To keep housing affordable, Brownsville must **build enough homes to match job growth at a range of price points and sizes** to meet household demand and preference.

1 Economic growth powered by large scale economic developments projects is anticipated to bring an **influx of new jobs and households to Brownsville**.

An estimated 23,800+ potential jobs coming to Brownsville

The scenarios below estimate Brownsville's potential job growth over the next decade, reflecting various levels of realization of an estimated 23.8K job development pipeline.

SARONIC TECHNOLOGIES' INVESTMENT MARKS A TRANSFORMATIONAL OPPORTUNITY FOR BROWNSVILLE'S ECONOMY AND WORKFORCE

Housing costs skyrocket as SpaceX expands in Texas city

Landmark $211M tax-break deal could trump SpaceX's deal in South Texas

> Following SpaceX's arrival in 2014, another large technology company is eyeing South Texas, once known as the poorest area in Texas.

BROWNSVILLE EARNS NATIONAL RECOGNITION IN ECONOMIC COMPETITIVENESS AND GROWTH RANKINGS

Scenario	Cameron County Projected Jobs (10-Yr)	Brownsville Projected Jobs (10-Yr)	What This Means
Baseline Growth	**15K – 16K**	**~9K – 9.5K**	Projections aligned with 2013–2023 net job growth
Accelerated Growth	**21K – 22K**	**~12.5K – 13K**	Approximately **1.3x** job growth achieved from 2013-2023
Prime Growth	**23K – 25K**	**~16.5K – 17K**	Approximately **1.7x** job growth achieved from 2013-2023

Historical Context

- **Brownsville** added 10,100 jobs (2013-2023)
- **Cameron County** added 18,700 jobs (2013-2023)

2 Three growth scenarios, accounting for varying levels of economic realization, project **a range of household demand.**

7.2K – 10.6K new homes needed to meet demand in 2035

For each job growth scenario, we translate projected employment into estimated household-level demand.

1. Project Employment
Translate projected job growth into actual jobs using BLS & QCEW data

2. From workers to total population
Convert workplace employment to total population based on current workers-to-population ratio

3. Translate total population to households
Distribute households by household size, tenure and income using PUMS microdata

3. Distribute households to Brownsville
Allocate households to Brownsville from county-level calculations

4. Estimate Housing Demand
Calculate demand by household tenure, income & size considering current supply & vacancy

Projected Demand

Brownsville will need to increase its **housing supply by 7.2K – 10.6K homes by 2035** to accommodate growing demand.

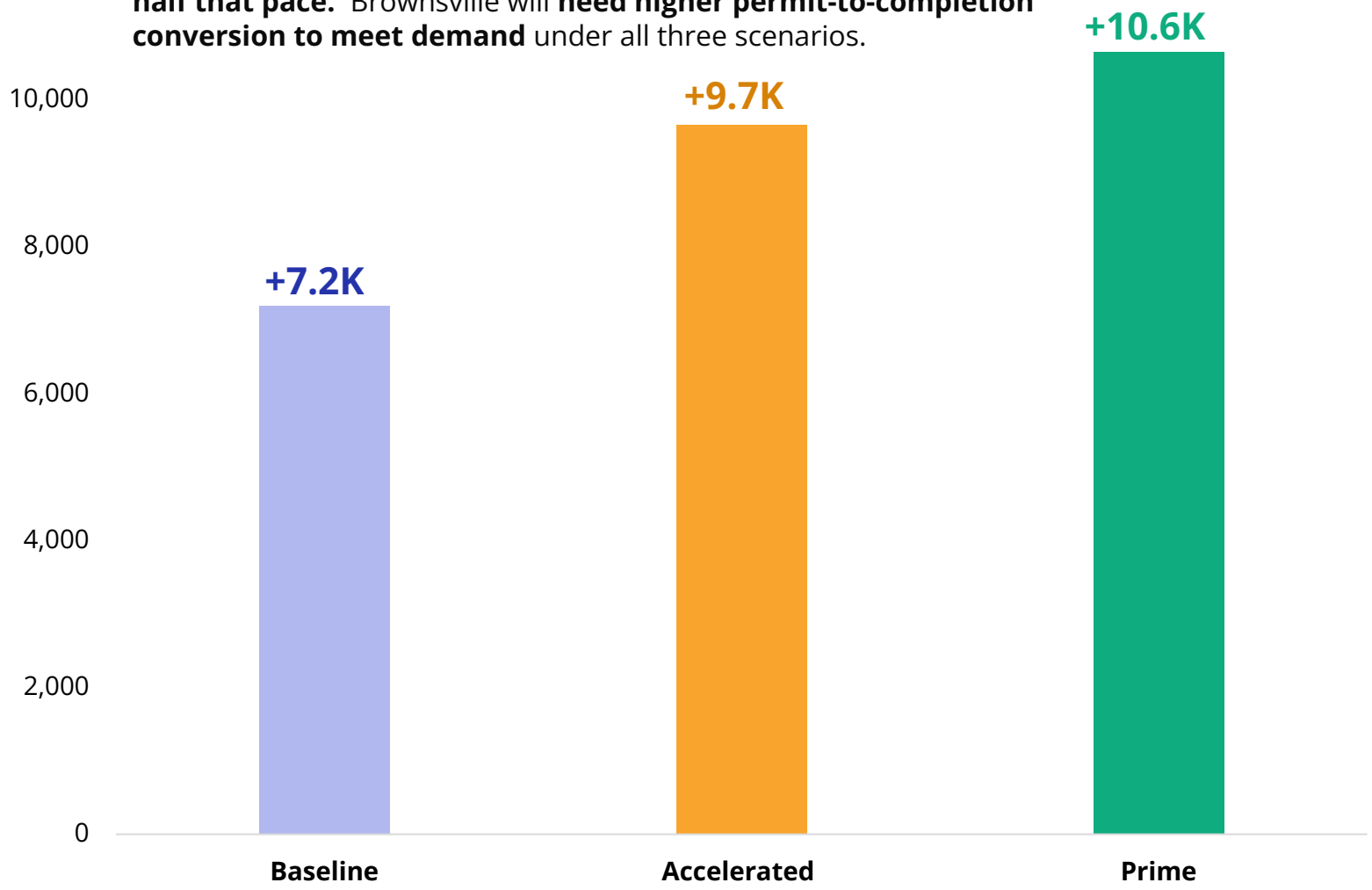
Projected demand assumes a constant **vacancy rate of 7.5%,** consistent with the city's current vacancy rate of 7.8%.

Not all future homes need to be new construction. Some of these new homes may be rehabilitated homes, such as currently vacant homes. Brownsville has ~2,000 units that are not available due to blight, foreclosure or other quality issues.

Source: HR&A Analysis. Note permit data includes single family & duplex new construction.

New Homes Needed by 2035
(2024 – 2035)

Brownsville permitted over **3.2K homes between 2023–2026 (~1K/year)**, but **certificates of occupancy have lagged at roughly half that pace.** Brownsville will **need higher permit-to-completion conversion to meet demand** under all three scenarios.



Future housing in Brownsville should provide a range of housing options across tenure, income levels and size.

1. **Rental demand will stay concentrated amongst lower-income earners even as moderate- and higher-income households grow.** Households earning less than $35K will account for 44% of the total future rental demand in 2035.

2. **Future for-sale demand is growing at both ends of the income spectrum, making accessible homeownership critical.** Market-rate development will likely meet rising demand for households earning above $100K, but without targeted intervention, is unlikely to produce ownership options affordable to households earning less than $35,000.

3. **Brownsville's household base is shifting toward smaller households.** By 2035, one- and two-person households are expected to comprise approximately 41% of all households, yet only 34% of existing homes have two bedrooms or fewer.

Next Steps

September – October

- **Identify preliminary strategies and recommendations** (i.e., tools, policies and programs) that address findings from the housing needs assessment and community engagement process

- Conduct **follow up conversations** with key stakeholders to refine strategies and recommendations

- **Open House #3**: October 29th



Brownsville Housing Plan

CITY COMMISSION MEETING

September 2026

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Juan Velez, Historic Preservation Officer
Date:	Tuesday, September 22, 2026
Agenda #:	Introduction and Overview of the Brownsville Design Guidelines and Standards (Planning & Redevelopment Department)

Summary:
The Guidelines recommend approaches to rehabilitation or new construction, providing direction to respond appropriately to Brownsville's historic character. The Standards are requirements that must be met such as setbacks, dimensions, and building features, providing consistency.

Project Scope and Analysis:

Funding:

Source:
Amount:
Local Contribution if Applicable:

Recommendation:

Commission Pillar:
Planning & Zoning

Attachments:
None

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	
Date:	Tuesday, September 22, 2026
Agenda #:	Consideration of approval of minutes from the City Commission Special Meetings held on August 17, 2026, August 21, 2026 and August 29, 2026. (Office of the City Secretary)

Summary:

Project Scope and Analysis:

Funding:

Source:

Amount:

Local Contribution if Applicable:

Recommendation:

Commission Pillar:

Attachments:

1. M 08.21.2026
2. M 08.17.2026
3. Agenda 08.29.2026

THE STATE OF TEXAS §

CITY OF BROWNSVILLE §
COUNTY OF CAMERON §

MINUTES of a **Regular Meeting** of the City Commission of the City of Brownsville, Texas, held on **Tuesday, August 21, 2026**, at 12**:00 p.m.** at the **City Commission Chambers,** located at **1001 East Elizabeth Street** and **via Teams Teleconference Meeting by logging on at:** https://teams.microsoft.com/meet/296875030103201?p=nZh9ZHBj2RihJcM7l1

The following City Commission members were present:

JOHN COWEN, JR. Mayor

COMMISSIONERS:

TINO VILLARREAL At-Large "A"

NURITH GALONSKY At-Large "B"

BRYAN L. MARTINEZ District 1

GUSTAVO DE LEÓN District 3

PEDRO E. CARDENAS District 4

The following City Commission member was absent:

LINDA C. MACIAS District 2

The following staff members were present:

ALAN GUARD City Manager

FELIX SAUCEDA Deputy City Manager/Chief of Police

DOROTEO GARCIA Deputy City Manager

WILL TREVINO City Attorney

JENNIFER AVENDANO First Assistant City Attorney

MAYRA A. RIOS City Secretary

CALL TO ORDER

a) ROLL CALL

A quorum being present, Mayra Rios, City Secretary, read the call to order to consider the matters as posted and filed for the record in the Office of the City Secretary pursuant to the Texas Open Meetings Act.

Mayor John Cowen, Jr., called the meeting to order at 12:00 p.m.

DRAFT

Mayor John Cowen, Jr., Commissioner Tino Villarreal, Commissioner Bryan L. Martinez, Commissioner Gustavo De Leon, and Commissioner Pedro Cardenas attended the meeting in person.

Commissioner Nurith Galonsky attest the meeting in person during the executive session.

PUBLIC COMMENT PERIOD

No public comments were received.

EXECUTIVE SESSION

Motion: Motion made by Commissioner Tino Villarreal, seconded by Commissioner Pedro Cardenas to convene into Executive Session at 12:02 p.m. The vote was cast 5 for, 0 against [Galonsky and Macias absent]. The motion carried unanimously.

1) **Closed session pursuant to Tex. Gov't. Code Section 551.071 (Consultation with Attorney) related to Project Quantum. (Office of the City Attorney/ City Manager's Office)**

All items scheduled for discussion in the Executive Session were addressed, and a certified agenda was maintained.

Upon the conclusion of the Executive Session, Mayor John Cowen Jr. reconvened the Regular Meeting at 2:40 pm.

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

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

PUBLIC HEARING(S)

1) **Public Hearing and ACTION on FIRST READING on Ordinance Number 2026-1823 of the City of Brownsville, Texas, to disannex, and hereinafter reduce the City of Brownsville corporate and extraterritorial jurisdiction boundary limits, a property described as being 444.45 acre tract of land, more or less, out of Tract "A", Share 7 of the San Martin Grant, Cameron County, Texas, together with all adjacent right-of-way, as shown in Exhibit "A" to the Ordinance. (District 2) (City Manager's Office)**

Will Trevino, City Attorney, informed the Mayor and City Commission that a request had been submitted for the release of a tract of land from the city limits and extraterritorial jurisdiction (ETJ). He stated that the property is located adjacent to the landfill and other active industrial uses near the port. Mr. Treviño explained that, under state law, when municipal services are not being provided to an annexed area, a property owner may seek de-annexation through District Court.

Mayor John Cowen Jr. opened the public hearing.

Sheila McCorkle stated that the request sought the release of the subject property from the city limits and ETJ. She explained that the property is located adjacent to the landfill and other industrial uses and clarified that the site would not be used for launch operations, rocket testing, or activities involving assembled rockets. She stated that, given the surrounding industrial uses, the proposed activity was not anticipated to create a noticeable impact on nearby residents.

DRAFT

Commissioner Tino Villarreal sked about potential future activity on the property following de-annexation and expressed concerns regarding environmental resources, sustainability, and regional water shortages. He asked how the company intended to address or help mitigate these concerns as future development occurred.

Sheila McCorkle stated that the company takes environmental and sustainability concerns seriously and noted that approximately 70 percent of its workforce is from Brownsville and the surrounding region. She stated that the company considers itself a community partner and has been working with the Brownsville Public Utilities Board to explore opportunities to expand the regional water supply. She identified potential efforts involving wastewater treatment expansion, development and rehabilitation of brackish wells, and support for the regional desalination plant and possible future expansion. She further stated that the company was willing to provide engineering resources to assist with water-related projects that could benefit the broader community.

Mayor John Cowen Jr. noted that the special meeting had been requested and that the Commission had accommodated the request. He asked what options would be available to the property owners if the de-annexation request were not approved and whether the owners could pursue de-annexation through other means.

Will Treviño, City Attorney, stated that the City had processed several de-annexation requests during the previous year and a half and explained that changes in state law had provided property owners with additional avenues to seek removal from the ETJ and city limits. He stated that when municipal services are not being provided, a property owner may petition a District Court for de-annexation based on lack of services.

Sheila McCorkle stated that the applicant wished to proceed with the de-annexation process in a timely manner. She indicated that if the request could not move forward and services could not be provided, alternative locations for future expansion might be considered. She also referenced other existing SpaceX facilities in Texas, including locations in Bastrop, McGregor, Grimes County, Austin, and Starbase.

Mr. Trevino provided additional clarification, stating that although the City could deny the de-annexation request, the property owners could seek relief through District Court. He explained that the court would review whether the City had complied with the service plan established at the time of annexation. He noted that recent de-annexation petitions had similarly been based on the lack of municipal services and stated that the subject property does not currently receive municipal services.

Motion: Motion made by Commissioner Nurith Galonsky, seconded by Commissioner Pedro Cardenas to close the public hearing. The vote was cast 6 for, 0 against [Macias absent]. The motion carried unanimously.

Motion: Motion made by Commissioner Nurith Galonsky, seconded by Commissioner Pedro Cardenas to approve first reading on Ordinance Number 2026-1823. The vote was cast 6 for, 0 against [Macias absent]. The motion carried unanimously.

ADJOURNMENT

There being no further business to come before the Commission, upon duly made motion the meeting adjourned at 2:56 p.m.

DRAFT

Approved 22nd day of September, 2026.

John Cowen, Jr.
Mayor

ATTEST:

Mayra A. Rios,
City Secretary

Respectfully submitted by: Blanca E. Gonzalez, Administrative Assistant, MPA, TRMC

DRAFT

THE STATE OF TEXAS §

CITY OF BROWNSVILLE §
COUNTY OF CAMERON §

MINUTES of a **Special Meeting** of the City Commission of the City of Brownsville, Texas, held on **Monday, August 17, 2026**, at 9**:00 a.m.** at the eBridge Center for Business and Commercialization, located at 1304 E. Adams Street and **via Teams Teleconference Meeting by logging on at:**

Join: https://teams.microsoft.com/meet/268671428459234?p=FQYgoOMIcVqOaz02FV

The following City Commission members were present:

JOHN COWEN, JR. Mayor

COMMISSIONERS:

TINO VILLARREAL At-Large "A"

NURITH GALONSKY At-Large "B"

LINDA C. MACIAS District 2

GUSTAVO DE LEÓN District 3

The following City Commission member was absent:

BRYAN L. MARTINEZ District 1

PEDRO E. CARDENAS District 4

The following staff members were present:

ALAN GUARD City Manager

FELIX SAUCEDA Deputy City Manager/Chief of Police

DOROTEO GARCIA Deputy City Manager

WILL TREVINO City Attorney

JENNIFER AVENDANO First Assistant City Attorney

MARINA ZOLEZZI Interim Assistant City Manager

EFREN TRUJILLO Interim Chief of Staff

MAYRA A. RIOS City Secretary

CALL TO ORDER

a) **ROLL CALL**

DRAFT

A quorum being present, Mayra Rios, City Secretary, read the call to order to consider the matters as posted and filed for the record in the Office of the City Secretary pursuant to the Texas Open Meetings Act.

Mayor John Cowen, Jr., called the meeting to order at 10:30 a.m.

Mayor John Cowen, Jr., Commissioner Tino Villarreal, Commissioner Nurith Galonsky and Commissioner Gustavo De Leon attended the meeting in person.

Commissioner Linda C. Macias attest the meeting virtually at 10:30 a.m.

PUBLIC COMMENT PERIOD

Anaid Zapatais of 1233 Calle Pluton, Brownsville, is in favor of the Brownsville Workers First Ballot Initiative.

Kyle Voreis of 1202 Lomax Rd in Brownsville, Texas, submitted a public comment, but was not present to provide the remark to the commission regarding support for the Brownsville Workers First ballot initiative.

CONSENT AGENDA ITEM(S)

1) **Consideration and APPROVAL on SECOND and FINAL READING acknowledging the City Secretary's Certificate of Sufficiency for the Charter Amendment Petition, proposing the Brownsville First Jobs & Contracts Policy, establishing provisions relating to local hiring, City-funded contracts, small business participation, workforce development, transparency, and safe working conditions; and APPROVAL on SECOND and FINAL READING on Ordinance Number 2026-1819 ordering a Charter Amendment Election to be held on Tuesday, November 3, 2026; providing for the publication and posting of notice; providing for early voting dates, times, and locations; and dealing with related matters. (Office of the City Secretary/Office of the City Attorney)**
Consideración y APROBACIÓN en SEGUNDA y ÚLTIMA LECTURA para dar constancia del Certificado de Suficiencia de la Secretaria Municipal para la Petición de Enmienda a la Carta Municipal que propone la adopción de la Política Brownsville First Jobs & Contracts, estableciendo disposiciones relacionadas con la contratación local, los contratos financiados por la Ciudad, la participación de pequeñas empresas, el desarrollo de la fuerza laboral, la transparencia y condiciones laborales seguras; y Consideración y APROBACIÓN en SEGUNDA y ÚLTIMA LECTURA de la Ordenanza número de la Ordenanza Número 2026-1819 ordenando una elección de enmienda a la Carta Municipal para llevarse a cabo el martes, 3 de noviembre de 2026; disponiendo la publicación y fijación de avisos; estableciendo las fechas, horarios y lugares de la votación anticipada; y tratando asuntos relacionados. (Oficina de la Secretaria Municipal/Oficina del Abogado Municipal)

Motion: Motion was made by Commissioner Nurith Galonsky, seconded by Commissioner Tino Villarreal, to approve Ordinance Number 2026-1819.The vote was cast 4 for, 0 against [Martinez, Macias and Cardenas absent]. The motion carried unanimously.

ADJOURNMENT

There being no further business to come before the Commission, upon duly made motion the meeting adjourned at 10:38 a.m.

DRAFT

Approved 22nd day of September, 2026.

John Cowen, Jr.
Mayor

ATTEST:

Mayra A. Rios,
City Secretary

Respectfully submitted by: Blanca E. Gonzalez, Administrative Assistant, MPA, TRMC

DRAFT

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

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

John Cowen, Jr, Mayor

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

Pursuant to Chapter 551, Title 5 of the Texas Government Code, the Texas Open Meetings Act, notice is hereby given that the City Commission of the City of Brownsville, Texas, in accordance with Article V, Section 12, of the Charter of said City, will convene a **Special Meeting**, on **August 29, 2026, at 4:00 pm**, in the Commission Chambers, on the Second Floor of the Brownsville City Hall - Old Federal Building, located at 1001 East Elizabeth Street, Brownsville, Cameron County, Texas, 78520.

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

https://teams.microsoft.com/meet/296875030103201?p=nZh9ZHBj2RihJcM7l1
Meeting ID: 296 875 030 103 201
Passcode: qn6EL6Fc

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

CALL TO ORDER

a) ROLL CALL

PUBLIC COMMENT PERIOD

- **Non-Agenda Items:** Kindly submit a "Public Comment Form" stating the City business or City policy you wish to speak to an hour before the start of the scheduled meeting time with the City Secretary. Forms are not reserved for anyone nor may time be deferred to anyone. PowerPoint presentations may not be accommodated. This period is limited to five (5) speakers with a time limit of three (3) minutes per speaker.

- **Agenda Items:** Kindly submit a "Public Comment Form" stating which item(s) on the agenda you wish to speak to an hour before the start of the scheduled meeting time with the City Secretary. Speakers will be allowed to address the Commission on the agenda item before it is to be considered. The speaker is limited to three (3) minutes.

- **Time Limits:** The City Commission shall have the discretion to modify its regulations regarding time limits on public comment if necessary. For example, the time limit may be shortened to accommodate a lengthy agenda or it could be lengthened to allow additional time for discussion on a complicated matter or if there is a need for an interpreter.

EXECUTIVE SESSION

1) Closed session pursuant to Tex. Gov't. Code Section 551.071 (Consultation with Attorney) related to Project Quantum. (Office of the City Attorney/ City Manager's Office)

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

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

ITEMS FOR INDIVIDUAL CONSIDERATION(S)

1) Consideration and **ACTION** on **SECOND** and **FINAL READING** on **Ordinance Number 2026-1823** of the City of Brownsville, Texas, to disannex, and hereinafter reduce the City of Brownsville corporate and extraterritorial jurisdiction boundary limits, a property described as being 444.45 acre tract of land, more or less, out of Tract "A", Share 7 of the San Martin Grant, Cameron County, Texas, together with all adjacent right-of-way, as shown in Exhibit "A" to the Ordinance. (District 2) (City Manager's Office)

ADJOURNMENT

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

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

I, **Mayra A. Rios**, hereby certify that a copy of the Notice for the **August 29, 2026** Meeting of the Brownsville City Commission was posted on the designated bulletin board at City Hall – Federal Building, 1001 Elizabeth Street, a location readily accessible to the public, for at least three (3) business days prior to the scheduled meeting date, in compliance with Chapter 551 of the Texas Government Code. I further certify that the Agenda was posted on the City's website and can be downloaded by accessing: https://brownsvilletx.gov/129/Agendas-Minutes

Mayra A. Rios

Mayra A. Rios, TRMC
City Secretary

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

_____

Employee Name and Signature Date

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Gennie Garcia, B Metro Director
Date:	Tuesday, September 22, 2026
Agenda #:	Consideration and **ACTION** to approve the Interlocal Agreement between the City and the Brownsville Independent School District for the use of their property to install and maintain a bus shelter located at 2477 Price Road. (Brownsville Metro)

Summary:
As part of the TXDOT Category 10 funding, we selected 7 sites across the city to install bus curb cuts with bus shelters and one of the sites is the current bus stop in front of Homer Hanna HS, adjacent to the BISD Police department. The current bus shelter encroaches into the district's ROW and there is no agreement or easement in place to allow the city to make any changes at this time. With the proposed ILA, the city and the school district will come into a mutual agreement to allow the city to construct and maintain the bus shelter on their property.

Project Scope and Analysis:
With the proposed ILA signed and executed, this will allow the city to move forward with the environmental stage to get final approval and continue with the project's purpose; to construct a bus curb cut and install a new bus shelter with the school district's consent.

Funding:

Source: n/a

Amount: n/a

Local Contribution if Applicable: n/a

Recommendation:
Staff recommends approval

Commission Pillar:
Quality of Life & Vibrancy

Attachments:

1. Interlocal Agreement between the City of Brownsville, Texas and Brownsville ISD - Bus Stop by BISD Police at no cost to the Dist

Brownsville Independent School District

Agenda Category: General Function / Contracts/MOU

Board of Education Meeting: 09/01/2026

Item Title: Interlocal Agreement Between the City of Brownsville, Texas and Brownsville ISD – Bus Stop by BISD Police

X Action
Information
Discussion

BACKGROUND:

The City is in the process of developing bus curb cuts throughout and between the various public areas of the City in order to reduce vehicle collisions with city buses and promote alternate modes of transportation to reduce the carbon footprint, governmental functions and services. The BISD is the owner, in fee simple, of certain fee simple property, certain rights-of-way, and certain easements which extends along East Price Road adjacent to the BISD Police Department in Brownsville, Texas, located at 2477 Price Road. Brownsville. Texas 78521. The City has determined that a system of bus curb cuts could be conveniently located, with minimal interference from automobile traffic. They City agrees to be solely responsible for the maintenance and operation of the bus shelter, and the City improvements on the adjacent areas.

FISCAL IMPLICATIONS:

RECOMMENDATION:

Recommend approval of Interlocal Agreement Between the City of Brownsville, Texas and Brownsville ISD- Bus Stop by BISD Police

Eliud Ornelas
Submitted by: Interim Director Facilities / Maintenance

Miguel Salinas
Reviewed by: Staff Attorney

Rosario Peña
Approved by: Assistant Superintendent

Approved for Submission to Board of Education:

Dr. Timothy E. Cuff

Dr. Timothy E. Cuff, Superintendent

When Necessary, Additional Background May Follow This.

Brownsville Independent School District

1900 E. PRICE ROAD BROWNSVILLE, TEXAS 78521-2417 (956) 548-8000 FAX: (956) 714-6400 www.bisd.us

Dr. Timothy E. Cuff
Superintendent of Schools

Miguel Salinas
Staff Attorney

TO: Dr. Timothy E. Cuff, *Superintendent of Schools*

FROM: Miguel Salinas
Staff Attorney

DATE: August 6, 2026

RE: Interlocal Agreement Between the City of Brownsville, Texas and Brownsville ISD - Bus Stop by BISD Police

Dear Dr. Cuff,

I have reviewed the above agreement and have approved it to legal form.

Thank you for your attention to this matter.

Sincerely,

Miguel Salinas
Staff Attorney
Brownsville I.S.D.

BISD, and equal opportunity employer, does not discriminate on basis of race, color, national origin, sex, religion, age or disability in employment or provision of services, programs or activities.

INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF BROWNSVILLE, TEXAS
AND
THE BROWNSVILLE INDEPENDENT SCHOOL DISTRICT

This Interlocal Agreement ("Agreement") is executed by and between the City of Brownsville ('City'), a home rule municipality, with its principal place of business located at 1001 E. Elizabeth St., Brownsville, Texas 78520; and the Brownsville Independent School District ('BISD') with its principal place of business located at 1900 Price Road, Brownsville, Texas 78520, and is effective upon the last Party to sign. The City and the BISD may be referred to individually throughout this Agreement as a "Party" and collectively as the "Parties."

WHEREAS, Chapter 791 of the Texas Government Code, as amended, titled Interlocal Cooperation Contracts, authorizes agreements between local governments to contract with other local governments and agencies of the State in accordance with its provisions; and

WHEREAS, the Parties to the Agreement are all local governments and/or agencies of the State within the meaning of the Interlocal Cooperation Act; and

WHEREAS, the City is in the process of developing bus curb cuts throughout and between the various public areas of the City in order to reduce vehicle collisions with city buses and promote alternate modes of transportation to reduce the carbon footprint, governmental functions and services;

WHEREAS, the BISD is the owner, in fee simple, of certain fee simple property, certain rights-of-way, and certain easements which extends along East Price Road adjacent to the BISD Police Department in Brownsville, Texas, located at 2477 Price Road, Brownsville, Texas 78521; and

WHEREAS, the City has determined that a system of bus curb cuts could be conveniently located, with minimal interference from automobile traffic, on land adjacent to the BISD Police Department, as attached in Exhibit A (the 'Property'); and

WHEREAS, the BISD wishes to grant an easement to the City to construct, use, and maintain these areas, solely for the purpose of operating and maintaining a bus shelter (the "City Improvements") for patron use ; and

WHEREAS, the Parties hereto have agreed that the City will use these areas solely for recreational use, operation, and maintenance of a bus shelter, will comply with all legal requirements for the construction, operation, and maintenance of those areas; and

WHEREAS, the City agrees to be solely responsible for the maintenance and operation of the bus shelter, and the City Improvements on the adjacent areas.

NOW, THEREFORE, in consideration of the promises, covenants, and warranties hereafter made by the City and the BISD, the Parties, hereby agree to the following:

1. **Construction and Maintenance of the bus shelter.**

1.1. The City will design, construct, and maintain the bus shelter at its expense. The City further agrees that it shall be responsible for the proper maintenance of the bus shelter in an

efficient and workmanlike manner. The City warrants that all construction and similar work performed in connection with the City Improvements shall be confined strictly to the areas depicted in Exhibit A.

1.2. Prior to the construction and installation of the bus shelter or any related improvements, the City shall submit to the BISD the proposed improvement to be constructed on the Property. Such submission shall include the design plans, diagrams, specifications showing the location of said improvements, the manner of construction, the materials to be used therein, and any other information to be required by the BISD. The City shall also obtain the necessary and requisite permits for any work performed on the Property. No such construction or installation of the Trail or any related improvements shall proceed without the express written approval of the BISD.

1.3. Further, the City will provide the BISD with a general schedule of regular maintenance.

1.4. Subject to the approvals required under this Agreement, the BISD authorizes the City to construct, maintain, and operate the bus shelter, open to the public, on the Property and authorizes the City to adopt and enforce rules and regulations concerning its use.

1.5. The City hereby agrees that it is solely responsible for the construction, installation, and maintenance of the bus shelter. In the event that the City fails to properly maintain the bus shelter as provided in this Agreement, the BISD, upon ten (10) business days' notice to the City, may perform maintenance it deems necessary for the bus shelter, and the City shall promptly reimburse the BISD for costs expended on such maintenance.

1.6. Any failure or refusal by the City, its heirs or assigns, to keep the bus shelter maintained in good condition, after delivering a reasonable written request to the City Manager, the BISD may terminate this Agreement if no maintenance or repairs have started within 60 days of notice. Such termination shall be effective upon the filing of a written termination and cancellation notice in the Office of the County Clerk of Cameron County, Texas, together with a notice of termination and cancellation mailed or delivered to the City Manager.

1.7. The easement, rights, and privileges granted by this Agreement are not exclusive. This grant is non-exclusive to the City, and the City agrees and recognizes that the BISD has and possesses the superior right to utilize its easements.

2. Insurance, Indemnity, and Liability.

2.1. Prior to the commencement of any construction of the bus shelter, the City shall furnish the BISD with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on thirty (30) days' prior written notice to the BISD. The City shall provide certified copies of the insurance endorsements and/or policies if requested by the BISD. The City shall maintain such insurance coverage throughout the term of this Agreement.

2.2. The City shall require its contractors and subcontractors to acquire and maintain insurance coverage.

2.3. THE CITY COVENANTS NOT TO SUE AND AGREES TO RELEASE THE BISD AND ITS OFFICIALS, AGENTS, OFFICERS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, AND INVITEES FROM AND AGAINST ANY AND ALL LOSSES, LIABILITY, CLAIMS DEMANDS, AND CAUSES OF ACTION OF EVERY CHARAGTER AND KIND RESULTING FROM PERSONAL INJURY, ILLNESS, OR DAMAGE TO OR LOSS OF PROPERTY OCCURRING, GROUWING OUT OF, INCIDENT TO, OR RESULTING DIRECTLY OR INDIRECLTY FROM THE ACTIONS OR INACTIONS OF THE CITY, ITS EMPLOYEES, AGENTS, SERVANTS, RERPRESENTATIVES, LICENSEES, OR INVITEES IN SECURING, EXERCISING, OR IN ANY MANNER PERFORMEING THE TERMS AND CONDITIONS OF THIS AGREEMENT.

3. **Term.**

3.1 The Term of this Agreement shall be until the earlier of (i) for the useful life of the bus shelter or (ii) twenty-five (25) years from the effective date of this Agreement which may be automatically extended for two additional 25 year terms absent a written cancellation of this agreement which must be received by the City Manager no later than 90 days before the expiration of each contract term.

3.2 In the case that the City opts to terminate the Agreement, a written thirty (30) day notice must be sent to the BISD.

4. **Notice.**

Any notice required under this Agreement shall be in writing and shall be hand delivered or sent by first-class mail to the intended Party's address of record. Notice shall be deemed to have been given when received, or if mailed, within three (3) days after it is deposited in the United States mail, postage paid.

The address of record shall be

If to the City:
Alan Guard
City Manager's Office
1001 E. Elizabeth St.
Brownsville, Texas 78520

With a copy to:

Will Trevino
Office of the City Attorney
1001 E. Elizabeth St.
Brownsville, Texas 78520

If to the BISD:

5. **Force Majeure.**

5.1. If, by any reason of force majeure, either Party hereto shall be rendered unusable, wholly or in part, to carry out its obligations under this Agreement, then if such Party shall give notice and full particulars of such force majeure in writing to the other Party within a reasonable

time after the occurrence of the event or cause relied on, the obligations of the Party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and such Party shall endeavor to remove or overcome such inability with all reasonable dispatch.

5.2. The term 'force majeure,' as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, laws, rules, or orders of any kind of government of the United States or the State of Texas, or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage, or accidents to machinery, equipment, pipelines or canals, or any other causes not reasonably within the control of the Party claiming such liability.

6. Removal or Replacement.

6.1. In the event that the BISD decides to expand, redesign, or alter its facilities within the Property and the bus shelter will interfere or impede such expansion or alteration, then the City will, after written notification of the expansion or alteration by the BISD, promptly remove the relevant portion of the Trail or relocate such portion to a location mutually agreeable between the BISD and the City.

6.2. If the bus shelter shall ever be permanently closed or abandoned, the City shall remove it entirely and restore, as close as possible, the Property to its previous condition.

7. Miscellaneous.

7.1. **Disclaimer.** The BISD hereby specifically disclaims any warranty, guaranty or representation, oral or written, past, present, or future, of, as to, or concerning (i) the nature and condition of the BISD tracts, including but not by way of limitation, the water, soil, geology and the suitability thereof of the BISD tracts for all activities and uses which the City may conduct thereon.

7.2. **Entire Agreement and Amendment.** This Agreement contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed, and supersedes any prior understandings, representations, memorandums, or agreements regarding the easement that is the subject of this Agreement. Any oral representations or modifications concerning this instrument shall be of no force or effect. This Agreement may be amended, provided that no amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same is in writing and duly executed by the Parties hereto.

7.3. **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The obligation and undertaking of each of the Parties to this Agreement shall be performable in the state and federal courts of Cameron County, Texas.

7.4. **Parties Bound.** This Agreement shall be binding upon and inure to the benefit of the Parties to this Agreement and their respective heirs, legal representatives, successors, and assigns, as appropriate.

7.5. **No Waiver of Immunity.** Neither the execution of this Agreement nor any other conduct of either Party to this Agreement shall be considered a waiver or surrender of its governmental powers or immunity under the Texas Constitution or the laws of the State of Texas.

7.6. **Appropriation of Funds.** The City represents and warrants to the BISD that, as of the effective date of this Agreement, the governing body of the City has identified, appropriated, and set aside sufficient monies to fund the costs of the construction of the bus shelter pursuant to this Agreement. However, should the appropriation of funds, in the future, become insufficient to maintain the Trail, the City shall provide prompt notice to the BISD, and the Agreement may be terminated as defined in 3.2 of this Agreement.

7.7. **Assignment.** Neither Party may assign its rights, duties, or obligations hereunder without the prior written consent of the other, which consent shall not be unreasonably withheld.

7.8. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

******EXECUTION PAGE FOLLOWS******

IN WITNESS HEREOF, the CITY and the BISD make and execute this AGREEMENT in duplicate copies, each of which is an original, to be effective as specified herein.

EXECUTED on the _____ day of _____, 2026, in Brownsville, Cameron County, Texas.

BROWNSVILLE INDEPENDENT SCHOOL DISTRICT:

Dr. Timothy E. Cuff
Superintendent

CITY OF BROWNSVILLE:

John C. Cowen, Jr.
Mayor

ATTESTED TO:

Carlos Elizondo
Board President

Mayra Rios
City Secretary

APPROVED AS TO FORM:

Miguel Salinas
Staff Attorney

Guillermo ('Will') S. Trevino
City Attorney


Exhibit 'A"
Hanna High School
Eagle Dr
Eagle Dr
Eagle Dr
Eagle Dr
Eagle Dr
Price Rd
BISD Police Department
E Price Rd
E Price Rd
E Price Rd
E Price Rd
E Price Rd
Proposed New Bus Shelter
AREA Surveyed
Property ID 50040

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Perla Cepeda, Organizational Dev. & Human Resources Director
Date:	Tuesday, September 22, 2026
Agenda #:	Consideration and **ACTION** to approve Tokio Marine HCC for Stop Loss Services for the City of Brownsville for Fiscal Year 2027, in the amount not to exceed $1,059,730, as budgeted. (Organizational Development and Human Resources)

Summary:
Please see included, the Executive Summary, Stop Loss Proposal Summary, and Firm Stop Loss Proposal with the information on the available options for renewal.

Project Scope and Analysis:
Consideration and action to approve Tokio Marine HCC for Stop Loss Services for the City of Brownsville for FY 2027, as recommended by our Healthcare consultant.

Funding:

Source: Employee Benefit Fund (Fund 70)

Amount: 1,059,730

Local Contribution if Applicable:

Recommendation:
Accept Tokio Marine HCC, Option 4, for Stop Loss Services for the City of Brownsville for FY 2027.

Commission Pillar:
Governance

Attachments:
1. 10.2026 City of Brownsville Stop Loss Proposal Summary - PHI Redacted
2. Revised - SABS City of Brownsville FIRM Proposal 081126 - PHI Redacted
3. Executive Summary - Stop Loss Recommendation - City of Brownsville

4. Tri-Party_BAA_-_Brownsville___For Legal Review

City of Brownsville – Stop Loss Renewal Options Summary

Effective 10/01/2026 | SABS Proposal dated 8/11/2026 | Enrollment: 1,324

CARRIER	Companion Life Ins. Co. (ISU)	Companion Life (ISU)	Companion Life (ISU)	Tokio Marine HCC	Tokio Marine HCC
	Current (2025-26)	Opt 1 - CLI $300K/12-15	Opt 2 - CLI $325K/12-15	Opt 4 - TMHCC $300K/12-15	Opt 5 - TMHCC $300K/12-12
THIRD PARTY ADMINISTRATOR	Texas Health Benefits Pool/Luminare/BCBSTX	Texas Health Benefits Pool/Luminare/BCBSTX	Texas Health Benefits Pool/Luminare/BCBSTX	TXHB, Luminare & BCBS TX	TXHB, Luminare & BCBS TX
PPO	BCBS TX	BCBS TX	BCBS TX	BCBS TX	BCBS TX
PBM	Included (Rx in plan)	Included (Rx in plan)	Included (Rx in plan)	Included (Rx in plan)	Included (Rx in plan)
SPECIFIC STOP LOSS:	$300,000	$300,000	$325,000	$300,000	$300,000
SPECIFIC CONTRACT:	12/15 (10/01/2025-09/30/2026; Paid thru 12/31/2026)	12/15 (10/01/2026-09/30/2027; Paid thru 12/31/2027)	12/15 (10/01/2026-09/30/2027; Paid thru 12/31/2027)	12/15 (10/01/2026-09/30/2027; Paid thru 12/31/2027)	12/12 (10/01/2026-09/30/2027)
SPECIFIC MAXIMUM:	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
AGGREGATE CONTRACT:	12/15 (10/01/2025-09/30/2026; Paid thru 12/31/2026)	12/15 (10/01/2026-09/30/2027; Paid thru 12/31/2027)	12/15 (10/01/2026-09/30/2027; Paid thru 12/31/2027)	12/15 (10/01/2026-09/30/2027; Paid thru 12/31/2027)	12/12 (10/01/2026-09/30/2027)
AGGREGATE MAXIMUM:	$1,000,000 Annual Max	$1,000,000 Annual Max	$1,000,000 Annual Max	$1,000,000 Annual Max	$1,000,000 Annual Max
SPECIFIC PREMIUM:	**Medical / RX (Composite)**	**Medical / RX (Composite)**	**Medical / RX (Composite)**	**Medical / RX (Composite)**	**Medical / RX (Composite)**
Composite (Employee)	$56.72	$99.03	$89.55	$62.52	$54.22
Family	$0.00	$0.00	$0.00	$0.00	$0.00
MONTHLY TOTAL	**$73,452**	**$131,116**	**$118,564**	**$82,776**	**$71,787**
ANNUAL TOTAL	**$881,429**	**$1,573,389**	**$1,422,770**	**$993,318**	**$861,447**
Gene Therapy Premium	$0.00	$0.00	$0.00	$0.00	$0.00
Gene Therapy Monthly Total	**$0**	**$0**	**$0**	**$0**	**$0**
Gene Therapy Annual Total	**$0**	**$0**	**$0**	**$0**	**$0**
AGGREGATE PREMIUM:	$1.32	$1.35	$1.41	$4.18	$3.74
MONTHLY TOTAL	**$1,709**	**$1,787**	**$1,867**	**$5,534**	**$4,952**
ANNUAL TOTAL	**$20,513**	**$21,449**	**$22,402**	**$66,412**	**$59,421**
SSL & ASL ANNUAL TOTAL	**$901,942**	**$1,594,837**	**$1,445,172**	**$1,059,730**	**$920,868**
% Change vs 2025-26	**N/A**	**72.95%**	**56.72%**	**14.92%**	**-0.14%**
ATTACHMENT FACTORS:	**Medical / Rx (Composite)**	**Medical / Rx (Composite)**	**Medical / Rx (Composite)**	**Medical / Rx (Composite)**	**Medical / Rx (Composite)**
Corridor	**25%**	**25%**	**25%**	**25%**	**25%**
Composite	$1,210.58	$1,218.63	$1,222.86	$1,119.92	$972.03
Family (N/A)	$0.00	$0.00	$0.00	$0.00	$0.00
Monthly Accumulation (Max Claims)	**$1,567,701**	**$1,613,466**	**$1,619,067**	**$1,482,774**	**$1,286,968**
Annual Accumulation (Max Claims)	**$18,812,413**	**$19,361,593**	**$19,428,800**	**$17,793,289**	**$15,443,613**
Expected Monthly	**$1,254,161**	**$1,290,773**	**$1,295,253**	**$1,186,219**	**$1,029,574**
Expected Claims	**$15,049,931**	**$15,489,275**	**$15,543,040**	**$14,234,631**	**$12,354,890**
FIXED COSTS MONTHLY	**$75,162**	**$132,903**	**$120,431**	**$88,311**	**$76,739**
FIXED COSTS ANNUALLY	**$901,942**	**$1,594,837**	**$1,445,172**	**$1,059,730**	**$920,868**
EXPECTED MONTHLY FUNDING	**$1,329,323**	**$1,423,676**	**$1,415,684**	**$1,274,530**	**$1,106,313**
EXPECTED ANNUAL FUNDING (EXCL. LASER)	**$15,951,872**	**$17,084,112**	**$16,988,212**	**$15,294,361**	**$13,275,759**
MAXIMUM MONTHLY FUNDING	**$1,642,863**	**$1,746,369**	**$1,739,498**	**$1,571,085**	**$1,363,707**
MAXIMUM ANNUAL FUNDING (EXCL. LASER)	**$19,714,355**	**$20,956,431**	**$20,873,972**	**$18,853,019**	**$16,364,481**
$ INCREASE OVER previous year	**n/a**	**$1,242,076**	**$1,159,617**	**-$861,336**	**-$3,349,874**
% OF INCREASE previous year	**n/a**	**6.3%**	**5.9%**	**-4.4%**	**-17.0%**
Laser Contingencies	*Employee 1: $850K; Dep 1: Hemophilia Drugs Excl.*	*Employee 1: $500K (excl. NNLR); Employee 2 & Dep. 2: excl. NNLR; Dep. One: Hemo Drugs Excl.*	*Employee 1: $500K (excl. NNLR); Employee 2 & Dep. 2: excl. NNLR; Dep. 2: Hemo Drugs Excl.*	*Employee 1: $850K; Employee 2: $600K; Dep. 1: Hemo Drugs Excl.*	*Employee 1: $850K; Employee 2: $600K; Dep. 2: Hemo Drugs Excl.*
Specific Run In Limited To:	N/A	N/A	N/A	N/A	N/A
Aggregate Run In Limited To:	None	None	None	None	None
Min. Aggregate Attachment Point	$18,812,413	$19,361,593	$19,428,800	$17,793,289	$15,443,613
No New Laser Contract	Yes - 50% (current)	Yes - 50% (NNLR)	Yes - 50% (NNLR)	Yes - 50%	Yes - 50%
Rate Cap	50% Rate Cap	50% Rate Cap	50% Rate Cap	50% Rate Cap	50% Rate Cap
HUB Lens	N/A	N/A	N/A	N/A	N/A
Effective Date	10/1/2026	10/1/2026	10/1/2026	10/1/2026	10/1/2026
Rates Locked in Date	*FIRM thru N/A (current year)*	*FIRM thru August 14, 2026*	*FIRM thru August 14, 2026*	*FIRM thru August 21, 2026*	*FIRM thru August 21, 2026*
Large Claims & Experience required through	*FIRM & FINAL*	*FIRM & FINAL*	*FIRM & FINAL*	*FIRM & FINAL*	*FIRM & FINAL*
AM Best Rating	A+	A+	A+	A++	A++
Note 1	**Gene Therapy & CAR-T: EXCLUDED**	**Gene Therapy & CAR-T: EXCLUDED**	**Gene Therapy & CAR-T: EXCLUDED**	**Gene Therapy & CAR-T: EXCLUDED**	**Gene Therapy & CAR-T: EXCLUDED**
Note 2	**Dep. 1 hemophilia drugs: EXCLUDED**	**Dep. 1 hemophilia drugs: EXCLUDED**	**Dep. 1 hemophilia drugs: EXCLUDED**	**Dep. 1 hemophilia drugs: EXCLUDED**	**Dep. 1 hemophilia drugs: EXCLUDED**
Note 3	**Employee 1: $850K; Dep. 1: Hemophilia Drugs Excl.**	**$450K Agg Spec Ded | Employee 1: $500K (excl. NNLR); Employee 2 & Dep. 2: excl. NNLR; Dep. 1: Hemo Drugs Excl.**	**$450K Agg Spec Ded | Employee 1: $500K (excl. NNLR); Employee 2 & Dep. 2: excl. NNLR; Dep. 1: Hemo Drugs Excl.**	**$450K Agg Spec Ded | Employee 1: $850K; Employee 2: $600K; Dep. 1: Hemo Drugs Excl.**	**$450K Agg Spec Ded | Employee 1: $850K; Employee 2: $600K; Dep. 1: Hemo Drugs Excl.**



Firm Stop Loss Proposal

City of Brownsville

(Stop Loss Proposal ONLY)

Printed:
8/11/2026
2:53 PM CST

Presented By:
Mackenzie Anderson, CEO
323-419-2841
Email: manderson@sabenefitservices.com

Prepared By: Mackenzie Anderson
Phone: 323-419-2841
Email: manderson@sabenefitservices.com
www.sabenefitservices.com

Plan Sponsor: City of Brownsville
Effective: 10/01/2026

Stop Loss Terms		**Current**	**Renewal - Option 1**	**Option 2**	**Option 3**	**Option 4**	**Option 5**	**Option 6**	**Option 7**	**Option 8**	**Option 9**	**Option 9**	**Option 9**
MGU (If MGU not identified then a direct carrier)		ISU	ISU	ISU	ISU								
Stop Loss Carrier		Companion Life	Companion Life	Companion Life	Companion Life	Tokio Marine HCC	Tokio Marine HCC	Tokio Marine HCC	Tokio Marine HCC	Tokio Marine HCC	Tokio Marine HCC	Tokio Marine HCC	Tokio Marine HCC
Network		BCBS TX	BCBS TX	BCBS TX	BCBS TX	BCBS TX	BCBS TX	BCBS TX	BCBS TX	BCBS TX	BCBS TX	BCBS TX	BCBS TX
Months in Contract		12	12	12	12	12	12	12	12	12	12	12	12
Specific Terms													
Specific Deductible		$300,000	$300,000	$325,000	$350,000	$300,000	$300,000	$300,000	$300,000	$325,000	$325,000	$325,000	$325,000
Aggregating Specific Deductible		$450,000	$450,000	$450,000	$450,000	$450,000	$450,000	$300,000	$300,000	$450,000	$450,000	$300,000	$300,000
Maximum Coverage Limit		Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Contract		12/15	12/15	12/15	12/15	12/15	12/12	12/15	12/12	12/15	12/12	12/15	12/12
Coverages		Med, Rx	Med, Rx	Med, Rx	Med, Rx	Med, Rx	Med, Rx	Med, Rx	Med, Rx	Med, Rx	Med, Rx	Med, Rx	Med, Rx
Run-In / Run-Out Limit		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Terminal Liability Provision		No	No	No	No	No	No	No	No	No	No	No	No
Renewal Rate Cap (No New Laser)		Yes - 50%	Yes - 50%	Yes - 50%	Yes - 50%	Yes - 50%	Yes - 50%	Yes - 50%	Yes - 50%	Yes - 50%	Yes - 50%	Yes - 50%	Yes - 50%
Plan Mirroring Coordination approved		Yes	Yes	Yes	Yes	No	No	No	No	No	No	No	No
Advance Funding		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Transplants Carved Out		No	No	No	No	No	No	No	No	No	No	No	No
Aggregate Terms													
Annual Maximum		$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000
Deductible Corridor		125%	125%	125%	125%	125%	125%	125%	125%	125%	125%	125%	125%
Contract		12/15	12/15	12/15	12/15	12/15	12/12	12/15	12/12	12/15	12/12	12/15	12/12
Coverages		Med, Rx	Med, Rx	Med, Rx	Med, Rx	Med, Rx	Med, Rx	Med, Rx	Med, Rx	Med, Rx	Med, Rx	Med, Rx	Med, Rx
Aggregate Accomodation Quoted		No	No	No	No	No	No	No	No	No	No	No	No
Terminal Liability Provision Quoted		No	No	No	No	No	No	No	No	No	No	No	No
Run-In / Run-Out Limit		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Stop Loss Premium (Fixed)													
Specific Composite	1,324	$56.72	$99.03	$89.55	$81.18	$62.52	$54.22	$71.96	$63.66	$53.95	$46.44	$63.39	$55.88
Annual Specific Premium		$901,167	$1,573,389	$1,422,770	$1,289,788	$993,318	$861,447	$1,143,300	$1,011,430	$857,158	$737,839	$1,007,140	$887,821
Aggregate Premium	1,324	$1.32	$1.35	$1.41	$1.46	$4.18	$3.74	$4.18	$3.74	$4.19	$3.75	$4.19	$3.75
Annual Aggregate Premium		$20,972	$21,449	$22,402	$23,196	$66,412	$59,421	$66,412	$59,421	$66,571	$59,580	$66,571	$59,580
Total Annual Premium		**$922,140**	**$1,594,837**	**$1,445,172**	**$1,312,984**	**$1,059,730**	**$920,868**	**$1,209,712**	**$1,070,851**	**$923,728**	**$797,419**	**$1,073,711**	**$947,401**
% Increase			**72.95%**	**56.72%**	**42.38%**	**14.92%**	**-0.14%**	**31.19%**	**16.13%**	**0.17%**	**-13.53%**	**16.44%**	**2.74%**
Annual Fixed Cost		**$922,140**	**$ 1,594,837.44**	**$ 1,445,172.48**	**$ 1,312,984.32**	**$ 1,059,729.60**	**$ 920,868.48**	**$ 1,209,712.32**	**$ 1,070,851.20**	**$ 923,728.32**	**$ 797,418.72**	**$ 1,073,711.04**	**$ 947,401.44**
Aggregate Claim Liability													
Composite	1,324	$1,210.58	$1,218.63	$1,222.86	$1,226.74	$1,119.92	$972.03	$1,119.92	$972.03	$1,123.30	$974.96	$1,123.30	$974.96
Maximum Claim Liability		**$19,233,695**	**$19,361,593**	**$19,428,800**	**$19,490,445**	**$17,793,289**	**$15,443,613**	**$17,793,289**	**$15,443,613**	**$17,846,990**	**$15,490,164**	**$17,846,990**	**$15,490,164**
% Increase			**0.66%**	**1.01%**	**1.33%**	**-7.49%**	**-19.71%**	**-7.49%**	**-19.71%**	**-7.21%**	**-19.46%**	**-7.21%**	**-19.46%**
Fixed Cost and Maximum Claim Liability		**$20,155,835**	**$20,956,431**	**$20,873,972**	**$20,803,429**	**$18,853,019**	**$16,364,481**	**$19,003,001**	**$16,514,464**	**$18,770,719**	**$16,287,583**	**$18,920,701**	**$16,437,566**
% Increase			**3.97%**	**3.56%**	**3.21%**	**-6.46%**	**-18.81%**	**-5.72%**	**-18.07%**	**-6.87%**	**-19.19%**	**-6.13%**	**-18.45%**
Laser Contingencies													
Jesus Perez		$850,000	$500,000 - Excluded from NNLR Endorsement	$500,000 - Excluded from NNLR Endorsement	$500,000 - Excluded from NNLR Endorsement	$850,000	$850,000	$850,000	$850,000	$850,000	$850,000	$850,000	$850,000
Miguel Sanchez		-	Excluded from NNLR Endorsement	Excluded from NNLR Endorsement	Excluded from NNLR Endorsement	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000	$600,000
Alibel Longoria		-	Excluded from NNLR Endorsement	Excluded from NNLR Endorsement	Excluded from NNLR Endorsement	-	-	-	-	-	-	-	-
Diego Martinez		Hemophilia Drugs Excluded	Hemophilia Drugs Excluded	Hemophilia Drugs Excluded	Hemophilia Drugs Excluded	Hemophilia Drugs Excluded	Hemophilia Drugs Excluded	Hemophilia Drugs Excluded	Hemophilia Drugs Excluded	Hemophilia Drugs Excluded	Hemophilia Drugs Excluded	Hemophilia Drugs Excluded	Hemophilia Drugs Excluded
Quote Status		-	**FIRM**	**FIRM**	**FIRM**	**FIRM**	**FIRM**	**FIRM**	**FIRM**	**FIRM**	**FIRM**	**FIRM**	**FIRM**
Firm Thru		-	**August 14, 2026**	**August 14, 2026**	**August 14, 2026**	**August 21, 2026**	**August 21, 2026**	**August 21, 2026**	**August 21, 2026**	**August 21, 2026**	**August 21, 2026**	**August 21, 2026**	**August 21, 2026**
Service Fee / Broker Commission (included in the rates)													
Service Fee - Paid to SA Benefit Services		6%	6%	6%	6%	5%	5%	5%	5%	5%	5%	5%	5%
Qualifications and Contingencies *Please review actual proposal contingencies regarding each stop loss carrier option.													

Carrier: Companion Life

Stop Loss Proposal for: City of Brownsville

Policy Period: 10/01/2026 – 09/30/2027

Administrator: Texas Health Benefits Pool

Proposal Number: 2

10199 Southside Boulevard, Suite 205
Jacksonville, FL 32256
Telephone: (904) 281-2151
Facsimile: (904) 281-0384

Underwriter:
Kim Angeletti
kangeletti@isu-inc.net

Marketing Representative:
Jim R. Bryce B.

SPECIFIC STOP LOSS COVERAGE		Renewal Option 1	Renewal Option 2	Renewal Option 3
Coverages		Medical, Rx Card	Medical, Rx Card	Medical, Rx Card
Specific Deductible per Individual		$ 300,000	$ 325,000	$ 350,000
Aggregating Specific Deductible		$ 675,000	$ 675,000	$ 675,000
Except for				
Employee 1		$ 500,000	$ 500,000	$ 500,000
Contract Basis		12/15	12/15	12/15
Specific Advancement		Included	Included	Included
Specific Rate(s) Per Month	Enrollment			
Composite	1,318	$ 84.80	$ 75.32	$ 66.95
Estimated Monthly Premium		$ 111,766	$ 99,272	$ 88,240
Estimated Policy Period Premium		$ 1,341,197	$ 1,191,261	$ 1,058,881
Lifetime Reimbursement		Unlimited	Unlimited	Unlimited
Maximum Policy Period Reimbursement		Unlimited	Unlimited	Unlimited
Quoted Rate(s) include Commission of		0.00 %	0.00 %	0.00 %

Carrier: Companion Life

Stop Loss Proposal for: City of Brownsville

Policy Period: 10/01/2026 – 09/30/2027

Administrator: Texas Health Benefits Pool

Proposal Number: 2

10199 Southside Boulevard, Suite 205
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Telephone: (904) 281-2151
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Underwriter:
Kim Angeletti
kangeletti@isu-inc.net

Marketing Representative:
Jim R. Bryce B.

AGGREGATE STOP LOSS COVERAGE		Renewal Option 1	Renewal Option 2	Renewal Option 3
Coverages		Medical, Rx Card	Medical, Rx Card	Medical, Rx Card
Contract Basis		12/15	12/15	12/15
Loss Limit per Individual		$ 300,000	$ 325,000	$ 350,000
Maximum Policy Period Reimbursement		$ 1,000,000	$ 1,000,000	$ 1,000,000
Aggregate Corridor		125 %	125 %	125 %
Rate per Month	Enrollment			
Composite	1,318	$ 1.36	$ 1.42	$ 1.48
Combined Gross Monthly Rate		$ 1.36	$ 1.42	$ 1.48
Estimated Policy Period Premium		$ 21,510	$ 22,459	$ 23,408
Quoted Rate(s) include Commission of		0.00 %	0.00 %	0.00 %
Monthly Aggregate Claim Factors	Enrollment			
Medical, Rx Card				
Composite	1,318	$ 1,233.23	$ 1,237.57	$ 1,241.52
Composite	1,318	$ 1,233.23	$ 1,237.57	$ 1,241.52
Run-In Limited To		N/A	N/A	N/A
Aggregate Deductible		$ 19,504,766	$ 19,573,407	$ 19,635,880
Minimum Aggregate Deductible		$ 19,504,766	$ 19,573,407	$ 19,635,880
Expected Annual Claims		$ 15,603,813	$ 15,658,726	$ 15,708,704

OVERALL COST SUMMARY	Renewal Option 1	Renewal Option 2	Renewal Option 3
Total Fixed Cost	$ 1,362,707	$ 1,213,720	$ 1,082,289
Specific Variable	$ 675,000	$ 675,000	$ 675,000
Aggregate Variable	$ 19,504,766	$ 19,573,407	$ 19,635,880
Maximum Policy Period Liability	$ 21,542,473	$ 21,462,127	$ 21,393,169

Carrier: Companion Life

Stop Loss Proposal for: City of Brownsville

Policy Period: 10/01/2026 – 09/30/2027

Administrator: Texas Health Benefits Pool

Proposal Number: 2

10199 Southside Boulevard, Suite 205
Jacksonville, FL 32256
Telephone: (904) 281-2151
Facsimile: (904) 281-0384

Underwriter:
Kim Angeletti
kangeletti@isu-inc.net

Marketing Representative:
Jim R. Bryce B.

SPECIFIC STOP LOSS COVERAGE		Renewal Option 4	Renewal Option 5	Renewal Option 6
Coverages		Medical, Rx Card	Medical, Rx Card	Medical, Rx Card
Specific Deductible per Individual		$ 300,000	$ 325,000	$ 350,000
Aggregating Specific Deductible		$ 450,000	$ 450,000	$ 450,000
Except for				
Employee 1		$ 500,000	$ 500,000	$ 500,000
Contract Basis		12/15	12/15	12/15
Specific Advancement		Included	Included	Included
Specific Rate(s) Per Month	Enrollment			
Composite	1,318	$ 99.03	$ 89.55	$ 81.18
Estimated Monthly Premium		$ 130,522	$ 118,027	$ 106,995
Estimated Policy Period Premium		$ 1,566,258	$ 1,416,323	$ 1,283,943
Lifetime Reimbursement		Unlimited	Unlimited	Unlimited
Maximum Policy Period Reimbursement		Unlimited	Unlimited	Unlimited
Quoted Rate(s) include Commission of		0.00 %	0.00 %	0.00 %

Carrier: Companion Life

Stop Loss Proposal for: City of Brownsville

Policy Period: 10/01/2026 – 09/30/2027

Administrator: Texas Health Benefits Pool

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AGGREGATE STOP LOSS COVERAGE		Renewal Option 4	Renewal Option 5	Renewal Option 6
Coverages		Medical, Rx Card	Medical, Rx Card	Medical, Rx Card
Contract Basis		12/15	12/15	12/15
Loss Limit per Individual		$ 300,000	$ 325,000	$ 350,000
Maximum Policy Period Reimbursement		$ 1,000,000	$ 1,000,000	$ 1,000,000
Aggregate Corridor		125 %	125 %	125 %
Rate per Month	Enrollment			
Composite	1,318	$ 1.35	$ 1.41	$ 1.46
Combined Gross Monthly Rate		$ 1.35	$ 1.41	$ 1.46
Estimated Policy Period Premium		$ 21,352	$ 22,301	$ 23,091
Quoted Rate(s) include Commission of		0.00 %	0.00 %	0.00 %
Monthly Aggregate Claim Factors	Enrollment			
Medical, Rx Card				
Composite	1,318	$ 1,218.63	$ 1,222.86	$ 1,226.74
Composite	1,318	$ 1,218.63	$ 1,222.86	$ 1,226.74
Run-In Limited To		N/A	N/A	N/A
Aggregate Deductible		$ 19,273,852	$ 19,340,754	$ 19,402,120
Minimum Aggregate Deductible		$ 19,273,852	$ 19,340,754	$ 19,402,120
Expected Annual Claims		$ 15,419,082	$ 15,472,603	$ 15,521,696

OVERALL COST SUMMARY	Renewal Option 4	Renewal Option 5	Renewal Option 6
Total Fixed Cost	$ 1,587,610	$ 1,438,624	$ 1,307,034
Specific Variable	$ 450,000	$ 450,000	$ 450,000
Aggregate Variable	$ 19,273,852	$ 19,340,754	$ 19,402,120
Maximum Policy Period Liability	$ 21,311,462	$ 21,229,378	$ 21,159,154



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PROPOSAL QUALIFICATIONS AND CONTINGENCIES

Quoted terms and conditions are subject to possible revision based upon the receipt and review of the following Items:

- **Prior to any Carrier Stop Loss Application issuance, the signing Agent of Record must be appointed by the Carrier. For details on the appointment process, please contact your Marketing Representative.**
- Before a Policy can be issued, we will require documentation regarding a member's eligibility and termination of benefits under the plan, along with the group's Leave of Absence Policy. If there is no Leave of Absence Policy in place, we will require a statement from the Plan Sponsor stating there is no Leave of Absence available. The Plan Document will serve as documentation as long as detailed information is included within the document.
- The Carrier will be entitled to offset claim reimbursement to the Contract holder against Specific or Aggregate claim overpayments made by the Carrier which have not been repaid by the Contract holder.
- Any unfunded claims balance must be disclosed, otherwise such claims will not be considered eligible under the Stop Loss Policy.
- This Proposal Includes the CompanionCARE Gene Therapy Program. For additional details on the Program, please contact your local Marketing Representative.
- Claimants noted as termed or no longer covered by the medical plan will be excluded from coverage under the Stop Loss. We will require claimant names at disclosure.
- Our proposal is based on the use of the BCBS PPO network. We reserve the right to change our rates and factors. if the network changes or the initial enrollment varies by 10% or more from the enrollment shown on our proposal.
- We reserve the right to change the rates and factors should the initial enrollment vary by 10% or more from the enrollment shown on our proposal.
- The quote is based on the current participation and contribution levels remaining constant for the proposed policy period. Minimum participation level of 65% of all eligible employees is required.
- COBRA participation is limited to 5% or less.
- Subject to review and acceptance of Plan Document.
- This quote is based on the following Plan Design: Current benefit plan(s) and existing enrollment by plan. We reserve the right to adjust the aggregate factors if enrollment by plan changes by more than 10%.
- If the group acquires a new entity and adds those members to our policy, a completed and signed disclosure statement is required. Disclosure information, such as paid claims, enrollment and 50% reports may also be requested. Approval must be received before we will assume risk for the new members.
- Actively-at-Work Provision: Waived for individuals identified and approved by the Carrier and all other individuals covered on the Effective Date except for those individuals with serious claims known by the employer or the administrator, COBRA individuals, terminated individuals pending COBRA status, or Disabled individuals who have not been disclosed to us in writing.



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- DISCLOSURE STATEMENT NOT REQUIRED: A signed disclosure statement is not required; however, we will require disclosure information. Disclosure information will be accepted closer to the effective date and no later than 15 days after the effective date. Disclosure information will include pre-cert information, trigger diagnosis information, pended/denied claim information, 50% notice information and case management reports. All plan participants considered disabled (including but not limited to: STD, LT, salary continuance, FMLA, extension of benefits, COBRA, and leave of absence), whether employee or dependent, must also be disclosed along with claimants with prescription drug claims more than 50% of the lowest specific deductible or $2,000 per script. The quotation may require additional information and adjustments, (including lasers), regarding any claimant with a serious condition(s) that may be expected to exceed the selected retention.
- Retiree Coverage Included: Retirees are included under the plan. The Plan will be secondary to Medicare or Medicare Advantage Plan at age 65, or once eligible - whichever is earlier.
- AGGREGATE COVERAGE: Subject to updated paid claims and enrollment through the proposed effective date. We reserve the right to recalculate the Aggregate factors if the average of the final three months of claims exceed the average of the prior nine months by more than 10%.
- AGGREGATING SPECIFIC: The aggregating specific retention does not apply toward the aggregate maximum.
- NO NEW LASER: This quote includes the ""No New Laser at Renewal"" option. Under this option, we will not place any new higher deductibles on any individual at the 10/01/2027 renewal. Rates and aggregating specific deductibles, if included, will not increase more than 50% assuming the specific deductible and contract type remain unchanged. Any lasers and/or contingencies placed as of the 10/01/2026 contract may be continued on any subsequent renewals. The carrier has the option to offer, modify or not offer a continuation of this option with subsequent renewals.
- PLAN MIRRORING: Mirroring of the Plan Document is subject to review and approval. Gene Therapy Treatment that is not FDA approved is excluded from coverage under the Stop Loss Policy.
- NO NEW LASER EXCLUSIONS: Employee 2, Employee 1 and Dependent 2 are excluded from the No New Laser at Renewal option. We reserve the right to add, increase or decrease the laser deductible if needed at the 10/01/2027 renewal.
- FIRM OFFER: This offer is firm based on the disclosure information through 06/30/2026. The quote must be signed and accepted on or before 08/14/2026. If we do not receive a signed quote by 08/14/2026, we reserve the right to re-evaluate our offer.
- Dependent 1 hemophilia drugs are excluded under stop loss.

Gene Therapy and Car-T are excluded from stop loss.

Carrier: Companion Life

Stop Loss Proposal for: City of Brownsville

Policy Period: 10/01/2026 – 09/30/2027

Administrator: Texas Health Benefits Pool

Proposal Number: 2

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Marketing Representative:
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Initial the selected proposal option (please initial both the selected Specific and Aggregate option):

Option	Specific	Aggregate
1	$ 300,000 / 12/15	$ 300,000 / 12/15
2	$ 325,000 / 12/15	$ 325,000 / 12/15
3	$ 350,000 / 12/15	$ 350,000 / 12/15
4	$ 300,000 / 12/15	$ 300,000 / 12/15
5	$ 325,000 / 12/15	$ 325,000 / 12/15
6	$ 350,000 / 12/15	$ 350,000 / 12/15

The Premium and Aggregate Deductibles are based on the data submitted. Any inaccurate or incomplete data submitted may require changes at final underwriting. We will not be bound by any typographical errors or omissions contained herein.

Date: _____ By: _____

Agent of Record or Administrator

Stop Loss Proposal for: City of Brownsville

Effective Dates: 10/01/2026 – 09/30/2027

Quoted for: SA Benefit Services

Proposal Number: 4-1521809

FIRM PENDING DISCLOSURE

TOKIO MARINE HCC

7950 Legacy Drive, Suite 600
Plano, TX 75024
Telephone: (214) 387-5400
Facsimile: (214) 387-5448

Underwriter:
Kyle Grady
kgrady@tmhcc.com

Marketing Representative:
Ryann Payne
rpayne@tmhcc.com

INDIVIDUAL STOP LOSS COVERAGE

Plan Description		Option 1	Option 2	Option 3
Coverages		Medical, Rx Card	Medical, Rx Card	Medical, Rx Card
Annual Specific Deductible per Individual		$ 300,000	$ 300,000	$ 300,000
Except for				
Employee 1		$ 850,000	$ 850,000	$ 850,000
Employee 2		$ 600,000	$ 600,000	$ 600,000
Contract Basis		12/15	12/12	12/15
Contract Advantage		Included	Included	Included
Lifetime Reimbursement		Unlimited	Unlimited	Unlimited
Maximum Contract Period Reimbursement		Unlimited	Unlimited	Unlimited
Rate(s) Per Month	Enrollment			
Composite	1,324	$ 62.52	$ 54.22	$ 71.96
Estimated Contract Period Premium		$ 993,266	$ 861,396	$ 1,143,266
Rate(s) include Commission of		0.00 %	0.00 %	0.00 %
Split Funded Liability		$ 450,000	$ 450,000	$ 300,000

Stop Loss Proposal for: City of Brownsville

Effective Dates: 10/01/2026 – 09/30/2027

Quoted for: SA Benefit Services

Proposal Number: 4-1521809

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Marketing Representative:
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rpayne@tmhcc.com

AGGREGATE STOP LOSS COVERAGE

Plan Description		Option 1	Option 2	Option 3
Coverages		Medical, Rx Card	Medical, Rx Card	Medical, Rx Card
Contract Basis		12/15	12/12	12/15
Loss Limit per Individual		$ 300,000	$ 300,000	$ 300,000
Maximum Contract Period Reimbursement		$ 1,000,000	$ 1,000,000	$ 1,000,000
Rate per Month	Enrollment			
Composite	1,324	$ 4.18	$ 3.74	$ 4.18
Estimated Contract Period Premium		$ 66,412	$ 59,421	$ 66,412
Rate(s) include Commission of		0.00 %	0.00 %	0.00 %
Annual Aggregate Deductible		$ 17,793,289	$ 15,443,613	$ 17,793,289
Minimum Aggregate Deductible		$ 17,793,289	$ 15,443,613	$ 17,793,289
Monthly Aggregate Claim Factors	Enrollment			
Medical, Rx Card				
Composite	1,324	$ 1,119.92	$ 972.03	$ 1,119.92
Composite	1,324	$ 1,119.92	$ 972.03	$ 1,119.92
Run-In Limited To		$ 0	$ 0	$ 0

OVERALL COST SUMMARY

Plan Description	Option 1	Option 2	Option 3
Total Annual Fixed Cost	$ 1,059,678	$ 920,817	$ 1,209,678
Specific Variable	$ 450,000	$ 450,000	$ 300,000
Aggregate Variable	$ 17,793,289	$ 15,443,613	$ 17,793,289
Maximum Annual Liability	$ 19,302,967	$ 16,814,430	$ 19,302,967

Stop Loss Proposal for: City of Brownsville

Effective Dates: 10/01/2026 – 09/30/2027

Quoted for: SA Benefit Services

Proposal Number: 4-1521809

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INDIVIDUAL STOP LOSS COVERAGE

Plan Description		Option 4	Option 5	Option 6
Coverages		Medical, Rx Card	Medical, Rx Card	Medical, Rx Card
Annual Specific Deductible per Individual		$ 300,000	$ 325,000	$ 325,000
Except for				
Employee 1		$ 850,000	$ 850,000	$ 850,000
Employee 2		$ 600,000	$ 600,000	$ 600,000
Contract Basis		12/12	12/15	12/12
Contract Advantage		Included	Included	Included
Lifetime Reimbursement		Unlimited	Unlimited	Unlimited
Maximum Contract Period Reimbursement		Unlimited	Unlimited	Unlimited
Rate(s) Per Month	Enrollment			
Composite	1,324	$ 63.66	$ 53.95	$ 46.44
Estimated Contract Period Premium		$ 1,011,396	$ 857,106	$ 737,787
Rate(s) include Commission of		0.00 %	0.00 %	0.00 %
Split Funded Liability		$ 300,000	$ 450,000	$ 450,000

Stop Loss Proposal for: City of Brownsville

Effective Dates: 10/01/2026 – 09/30/2027

Quoted for: SA Benefit Services

Proposal Number: 4-1521809

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AGGREGATE STOP LOSS COVERAGE

Plan Description		Option 4	Option 5	Option 6
Coverages		Medical, Rx Card	Medical, Rx Card	Medical, Rx Card
Contract Basis		12/12	12/15	12/12
Loss Limit per Individual		$ 300,000	$ 325,000	$ 325,000
Maximum Contract Period Reimbursement		$ 1,000,000	$ 1,000,000	$ 1,000,000
Rate per Month	Enrollment			
Composite	1,324	$ 3.74	$ 4.19	$ 3.75
Estimated Contract Period Premium		$ 59,421	$ 66,571	$ 59,580
Rate(s) include Commission of		0.00 %	0.00 %	0.00 %
Annual Aggregate Deductible		$ 15,443,613	$ 17,846,990	$ 15,490,164
Minimum Aggregate Deductible		$ 15,443,613	$ 17,846,990	$ 15,490,164
Monthly Aggregate Claim Factors	Enrollment			
Medical, Rx Card				
Composite	1,324	$ 972.03	$ 1,123.30	$ 974.96
Composite	1,324	$ 972.03	$ 1,123.30	$ 974.96
Run-In Limited To		$ 0	$ 0	$ 0

OVERALL COST SUMMARY

Plan Description	Option 4	Option 5	Option 6
Total Annual Fixed Cost	$ 1,070,817	$ 923,677	$ 797,367
Specific Variable	$ 300,000	$ 450,000	$ 450,000
Aggregate Variable	$ 15,443,613	$ 17,846,990	$ 15,490,164
Maximum Annual Liability	$ 16,814,430	$ 19,220,667	$ 16,737,531

Stop Loss Proposal for: City of Brownsville

Effective Dates: 10/01/2026 – 09/30/2027

Quoted for: SA Benefit Services

Proposal Number: 4-1521809

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INDIVIDUAL STOP LOSS COVERAGE

Plan Description		Option 7	Option 8
Coverages		Medical, Rx Card	Medical, Rx Card
Annual Specific Deductible per Individual		$ 325,000	$ 325,000
Except for			
Employee 1		$ 850,000	$ 850,000
Employee 2		$ 600,000	$ 600,000
Contract Basis		12/15	12/12
Contract Advantage		Included	Included
Lifetime Reimbursement		Unlimited	Unlimited
Maximum Contract Period Reimbursement		Unlimited	Unlimited
Rate(s) Per Month	Enrollment		
Composite	1,324	$ 63.39	$ 55.88
Estimated Contract Period Premium		$ 1,007,106	$ 887,787
Rate(s) include Commission of		0.00 %	0.00 %
Split Funded Liability		$ 300,000	$ 300,000

Stop Loss Proposal for: City of Brownsville

Effective Dates: 10/01/2026 – 09/30/2027

Quoted for: SA Benefit Services

Proposal Number: 4-1521809

FIRM PENDING DISCLOSURE

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AGGREGATE STOP LOSS COVERAGE

Plan Description		Option 7	Option 8
Coverages		Medical, Rx Card	Medical, Rx Card
Contract Basis		12/15	12/12
Loss Limit per Individual		$ 325,000	$ 325,000
Maximum Contract Period Reimbursement		$ 1,000,000	$ 1,000,000
Rate per Month	Enrollment		
Composite	1,324	$ 4.19	$ 3.75
Estimated Contract Period Premium		$ 66,571	$ 59,580
Rate(s) include Commission of		0.00 %	0.00 %
Annual Aggregate Deductible		$ 17,846,990	$ 15,490,164
Minimum Aggregate Deductible		$ 17,846,990	$ 15,490,164
Monthly Aggregate Claim Factors	Enrollment		
Medical, Rx Card			
Composite	1,324	$ 1,123.30	$ 974.96
Composite	1,324	$ 1,123.30	$ 974.96
Run-In Limited To		$ 0	$ 0

OVERALL COST SUMMARY

Plan Description	Option 7	Option 8
Total Annual Fixed Cost	$ 1,073,677	$ 947,367
Specific Variable	$ 300,000	$ 300,000
Aggregate Variable	$ 17,846,990	$ 15,490,164
Maximum Annual Liability	$ 19,220,667	$ 16,737,531

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PROPOSAL QUALIFICATIONS AND CONTINGENCIES

Quoted terms and conditions are subject to possible revision based upon the receipt and review of the following Items:

- Paid claims experience to the effective date including monthly enrollment figures.
- Updated shock loss information to the date HCC Life Insurance Company has been notified that the proposal has been accepted by the group. Shock loss information should include injuries, illnesses, diseases, diagnoses, or other losses of the type, which are reasonably likely to result in a significant medical expense claim or disability, regardless of current claim dollar amount. In addition, shock loss information should include any claimant that has incurred claim dollars in excess of $ 150,000, regardless of diagnosis. Information is also needed on any claims processed and unpaid, pended or denied for any reason. Please refer to our Trigger Diagnosis Disclosure List, which provides examples of some, but not all, types of shock losses.
- We will accept final shock loss disclosure no earlier than 30 days prior to the effective date.
- Please see the attached exhibit for plan document assumptions and requirements.
- Should a large claim(s) (non-reoccurring and/or ongoing) become known and the initial date of service is prior to the date of written acceptance by HCC Life Insurance Company, we reserve the right to re-underwrite the case.
- In the event there is a greater than 10% change in enrollment between the submitted initial enrollment data and the final enrollment data, rates and factors may be recalculated.
- Minimum participation level of 75% of all eligible employees is required.
- Our proposal includes Simultaneous Funding on Specific reimbursements.
- Rates and Factors are calculated with the plan anniversary date and the Policy effective date as the same date. Should the plan anniversary date and the stop loss policy effective date be different we reserve the right to modify our rates, factors and terms of coverage to accommodate for additional liabilities incurred by the plan due to state and/or federal mandates during the stop loss contract period.
- Quote rated with retirees covered. Quote rated with 4 COBRAs being covered based on the census information provided.
- Split Funded Arrangement - Fixed: The Split Funded Liability is the additional claims liability amount assumed by the Employer over and above the amounts used to satisfy the Specific Deductible.
- The Specific Contract Period Reimbursement Maximum for any individual with a Separate Individual Specific Deductible will be reduced by the difference between the Separate Individual Specific Deductible and the Policyholder's Specific Deductible.
- The maximum amount of Covered Expenses that are eligible to satisfy the Annual Aggregate deductible for an individual who has been assigned a higher Separate Individual Specific Deductible will be the amount as shown under Loss Limit on the Application.

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- Contract Advantage Plan - A charge has been added to the indicated specific rates for a no new laser guarantee renewal rating action of no more than 50%, regardless of the ongoing claim liability at renewal.

- Quote Rated with the following UR Vendors: Luminare Health Benefits, Inc. - UR.
- Quote Rated with the following Cost Containment Program(s): Blue Cross/Blue Shield of Texas, Blue Cross/Blue Shield.
- All ongoing claimants must be reviewed by HCCL Medical Underwriting staff before coverage terms can be determined. Written approval from HCCL accepting all claimants at the group's specific deductible level is required. Higher Individual Specific Deductible(s) may apply.

- **Multiple TPAs:TXHB, Luminaire, & BCBS of TX**
- This Policy will not reimburse you for hemophilia drugs Incurred or Paid on behalf of [Dependent 1] [DOB: XX/XX/XXXX].
- Gene Therapy and CAR-T procedures are excluded under the stop loss policy.

Stop Loss Proposal for: City of Brownsville

Effective Dates: 10/01/2026 – 09/30/2027

Quoted for: SA Benefit Services

Proposal Number: 4-1521809

FIRM PENDING DISCLOSURE

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Initial the selected proposal option (please initial both the selected Specific and Aggregate option):

Option	Specific	Aggregate
1	$ 300,000 / 12/15	$ 300,000 / 12/15
2	$ 300,000 / 12/12	$ 300,000 / 12/12
3	$ 300,000 / 12/15	$ 300,000 / 12/15
4	$ 300,000 / 12/12	$ 300,000 / 12/12
5	$ 325,000 / 12/15	$ 325,000 / 12/15
6	$ 325,000 / 12/12	$ 325,000 / 12/12
7	$ 325,000 / 12/15	$ 325,000 / 12/15
8	$ 325,000 / 12/12	$ 325,000 / 12/12

The Premium and Aggregate Deductibles are based on the data submitted. Any inaccurate or incomplete data submitted may require changes at final underwriting. We will not be bound by any typographical errors or omissions contained herein.

Date: _____ By: _____

Agent of Record or Administrator

This proposal expires if applications are not requested before the valid through date.

Plan Document Assumptions

This proposal for stop loss coverage assumes the Plan Sponsor's plan document includes certain standard clauses, exclusions and limitations. These exclusions and limitations include, but are not limited to the following:

1. **Eligibility**, **Effective Date**, and **Enrollment Date** provisions, which include definitions of eligible employees (including definitions of full-time and part-time), dependents, and retirees, if applicable.
2. **Termination Provisions** which clearly define when eligibility and benefits cease. The Termination Provisions should include specific wording regarding extension of coverage (also known as "extension of active service") during a period of inactive service due to disability, layoff or leave of absence. The plan should include COBRA wording consistent with federal requirements.
3. **Transplant** benefit wording that identifies any benefits applicable to the donor (particularly the non-participating donor), the recipient, organ procurement, and any covered transportation, lodging and companion charges.
4. The Plan is expected to contain provisions that preserve its ability to seek a right of recovery, to recover funds via subrogation, to enforce coordination of benefit clauses with other plans and where able, to be secondary to Medicare and other public programs (subject to the Plan's compliance with Medicare Secondary Payer rules).
5. Exclude expenses resulting from losses which are due to any act of war, whether declared or not.
6. Exclude expenses for any injury or illness arising out of or in the course of any occupation or employment for wage or profit.
7. Exclude expenses related to Alternative Treatment, except when deemed both medically necessary and cost effective when compared to a normal course of treatment.
8. All HCC Life policies contain an Experimental and Investigative definition and exclusion along with coverage requirements for clinical trials that complies with the Affordable Care Act (ACA).

TOKIO MARINE HCC

HCC LIFE INSURANCE COMPANY DISCLOSURE/TRIGGER DIAGNOSIS

Full Legal Name of Applicant/Name Insured City of Brownsville

This form must be completed by the named insured (Employer) and returned to HCC Life Insurance Company within 5 days of completion by the named insured. Should we require any additional information in order to evaluate this disclosure statement, we will respond in writing with any additional information necessary to complete our review. Upon receipt of the completed disclosure, the Company will assess all data, new and previously reported, and will inform the producer in writing within (5) working days of any changes to the rates, factors of terms of coverage.

Please answer each question below. If the answer is yes to any part, please provide details below or attach another sheet, if necessary .
"Participant" means any eligible employee, COBRA participant, retiree or their dependents.

1.- Have claims on any participant during the last 12 months been incurred and/ or paid in excess of 50% of the specific deductible or $25,000 (whichever is less)? ☑ Yes ☐ No (If Yes, please list)

2.- Are any participants currently, or have they been in the past 30 days, confined to a hospital or other medical facility on multiple occasions or for three (3) or more consecutive days? ☐ Yes ☐ No (If Yes, please list)
Unknown to City of Brownsville (I.R)

3.- Are there currently any dependent children over the normal termination age covered by the plan under a disabled or handicapped child extension provision? ☐ Yes ☐ No (If Yes, please list)
Unknown to City of Brownsville (I.R.)

4.- Other than the individuals already listed, are there other known potential shock loss claims? (potential catastrophic claims means any claimants expected to incur claims that may reasonably be assumed will exceed 50% of specific deductible in the next plan year) Shock losses are defined on the second page along with a **"Trigger" Listing** (The ***Trigger Diagnosis List*** *is intended to assist the Named Insured in their disclosure review* ☐ Yes ☑ No (If Yes, please list)

Last Name, First	Diagnosis/Prognosis	Mo./Yr. 1st day for Treatment	Last 12 Months Paid Claims Amount	Pended/Denied Claims Amount
1. All information known to the City of Brownsville has been disclosed to date.				
2.				
3.				
4.				

5.- Are there any participants who are expected to be absent from work due to disability on the effective date of the Stop Loss Policy Coverage? ☐ Yes ☐ No (If Yes, please list) Information unknown to the City of Brownsville (I.R.)

6.- Have any participants been absent from work due to disability (sick time, Family Medical Leave, or scheduled Leave of Absence) during the past 30 days? (In case of a dependent or COBRA participant, is by disability unable to perform his or her normal functions of a person of like sex and age.) ☐ Yes ☐ No

Disabled Lives	Status/Reason for Disability
1. All information known to the City of Brownsville has	been discloed to date.
2.	
3.	

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7.- Are any participants covered under COBRA, or COBRA eligible? ☐ Yes ☐ No

COBRA Participants	Qualifying Event and COBRA Start Date
1. All information known to the City of Brownsville has been discloed to date.	
2.	
3.	

8.- If the plan is fully insured currently, does the prior carrier provide extended benefits for disabled employees and/or their dependents? ☐ Yes ☐ No ☑ N/A

After diligent review, we hereby represent and warrant that the above list is complete and accurate to the best of our knowledge and belief, and that nothing has been intentionally omitted. In addition, should HCC Life Insurance Company require additional medical information on any individual disclosed above, we agree to provide access to this information so that HCC Life Insurance Company may evaluate the risk and provide final terms. We also acknowledge that furnishing false written information concerning their insurance; or the suppression, withholding or misstating of material facts, or failure to return this required document within the specified time frame may result in the stop loss contract being revised or in a rescission of the contract, at the election of the carrier.

8/21/2026

Named Insured (Employer) Officer Signature
City of Brownsville / City Manager, Alan Guard

Date

08/21/2026

Agent Signature
Mackenzie Anderson / Chief Executive Officer
SA Benefit Services, a division of Afore Insurance Services, LLC.
Stop Loss AOR

Date

TOKIO MARINE HCC

Tokio Marine HCC - Stop Loss Group
225 TownPark Drive, Suite 350, Kennesaw, GA 30144 USA
Tel: 800-447-0460

ICD Trigger List

Suggested Categories and Guidelines for Identifying Potential Catastrophic Claims

The ICD-10 codes and diagnoses listed below are key indicators of potential catastrophic claims. Codes should be referred and or disclosed to Tokio Marine HCC – Stop Loss Group.

A00-B99	**Certain infectious and parasitic disease**
A40	Streptococcal sepsis
A41	Other sepsis
B15-B19	Viral hepatitis
C00-D49	**Neoplasms**
C00-C96	Malignant neoplasms
D3A	Benign neuroendocrine tumors
D42-D43	Neoplasm of uncertain behavior of meninges, brain & central nervous system
D46	Myelodysplastic syndromes
D50-D89	**Diseases of the blood/blood-forming organs & disorders involving the immune mechanism**
D55-D59	Hemolytic anemias
D60-D64	Aplastic and other anemias
D65-D69	Coagulation defects, purpura and other hemorrhagic conditions
D70-D77	Other diseases of blood and blood-forming organs
D80-D89	Certain disorders involving the immune mechanism
E00-E89	**Endocrine, nutritional and metabolic diseases**
E23.0	Hypopituitarism
E30	Disorders of puberty, not elsewhere classified
E34	Other endocrine disorders
E70-E89	Metabolic disorders
G00-G99	**Diseases of the nervous system**
G00-G09	Inflammatory diseases of the central nervous system
G10-G13	Systemic atrophies primarily affecting the CNS
G35	Multiple sclerosis
G36	Other acute disseminated demyelination
G37	Other demyelinating disease of central nervous system
G47.4	Narcolepsy and cataplexy
G61	Inflammatory polyneuropathy
G70	Myasthenia gravis & other myoneural disorders
G71	Primary disorders of muscles
G73.1	Lambert-Eaton syndrome in neoplastic disease
G93.1	Anoxic brain injury
H00-H59	**Diseases of the eye and adnexa**
H35.5	Hereditary retinal dystrophy
H35.50	Unspecified hereditary retinal dystrophy
I00-I99	**Diseases of circulatory system**
I12	Hypertensive chronic kidney disease
I13	Hypertensive heart and chronic kidney disease
I20-I25	Ischemic heart diseases
I27	Other pulmonary heart disease
I28	Other diseases of pulmonary vessels
I30-I52	Other forms of heart disease
I60-161	Subarachnoid hemorrhage / Intercerebral hemorrhage
I63	Cerebral infarction
I65.8-I66	Occlusion of precerebral /cerebral arteries
I67	Other cerebrovascular disease
I70	Atherosclerosis
I71	Aortic aneurysm & dissection
I81	Portal vein thrombosis
I85	Esophageal varices
J00-J99	**Diseases of the respiratory system**
J40-J44	Chronic Obstructive Pulmonary Disease (COPD)
J84	Other interstitial pulmonary diseases
J98	Other respiratory disorders
K00-K95	**Diseases of digestive system**
K50	Crohn's disease
K51	Ulcerative colitis
K70-K77	Diseases of liver
K83	Diseases of biliary tract
K85-K86	Diseases of pancreatitis
L00-L99	**Diseases of the skin & subcutaneous tissue**
L40	Psoriasis
L51	Erythema multiforme
M00-M99	**Diseases of musculoskeletal system & connective tissue**
M05-M06	Rheumatoid arthritis
M1A	Chronic gout
M10.0	Idiopathic gout
M15-M19	Osteoarthritis
M30-M35	Systemic connective tissue disorders
M41	Scoliosis
M43	Spondylolysis
M50	Cervical disc disorders
M51	Thoracic, thoracolumbar & lumbosacral intervertebral disc disorders
M72.6	Necrotizing fasciitis
M86	Osteomyelitis
N00-N99	**Diseases of the genitourinary system**
N01	Rapidly progressive nephritic syndrome
N03	Chronic nephritic syndrome
N04	Nephrotic syndrome
N05-N07	Nephritis and nephropathy
N08	Glomerular disorders classified elsewhere

N17	Acute kidney failure
N18	Chronic Kidney Disease (CKD)
N19	Renal failure, Unspecified

O00-O09A	**Pregnancy, childbirth and the peurperium**
O09	Supervision of high risk pregnancy
O10-O16	Edema, proteinuria and hypertensive disorders in pregnancy, childbirth and the peurperium
O30-O48	Maternal care related to the fetus and amniotic cavity and possible delivery problems
O60.1	Preterm labor with preterm delivery
O69	Labor and delivery complicated by umbilical cord complications

P00-P96	**Certain conditions originating in the perinatal period**
P07	Disorders of newborn related to short gestation and low birth weight
P10- P15	Birth trauma
P19-P29	Respiratory & cardiovascular disorders specific to the perinatal period
P36	Bacterial sepsis of newborn
P52-P53	Intracranial hemorrhage of newborn
P56	Hydrops fetalis due to hemolytic disease
P77	Necrotizing enterocolitis of newborn
P91	Other disturbances of cerebral status newborn

Q00-Q99	**Congenital malformations, deformations and chromosomal abnormalities**
Q00-Q07	Congenital malformations of the nervous system
Q20-Q28	Congenital malformations of the circulatory system
Q41-Q45	Congenital anomalies of digestive system
Q60	Renal agenesis and other reduction defects of kidney
Q79	Congenital malformations of the musculoskeletal system
Q85	Phakomatoses, not classified elsewhere
Q87	Congenital malformation syndromes affecting multiple systems
Q89	Other congenital malformations

R00-R99	**Symptoms, signs and abnormal clinical and laboratory findings, not elsewhere classified**
R18	Ascites
R57-R58	Shock, hemorrhage
R65	Symptoms & signs specifically associated with systemic inflammation and infection

S00-T88	**Injury, poisoning and certain other consequences of external causes**
S02	Fracture of skull and facial bones
S06	Intracranial injury
S07	Crush injury to head
S08	Avulsion and traumatic amputation of part of head
S12-S13	Fracture and injuries of cervical vertebra and other parts of neck
S14.0-S14.15	Injury of nerves and spinal cord at neck level
S22.0	Fracture of thoracic vertebra
S24	Injury of nerves and spinal cord at thorax level
S25	Injury of blood vessels of thorax
S26	Injury of heart
S32.0	Fracture of lumbar vertebra
S34	Injury of lumbar and sacral spinal cord and nerves
S35	Injury of blood vessels at abdomen, lower back and pelvis
S36-S37	Injury of intra-abdominal organs
S48	Traumatic amputation of shoulder and upper arm
S58	Traumatic amputation of elbow and forearm
S68.4-S68.7	Traumatic amputation of hand at wrist level
S78	Traumatic amputation of hip and thigh
S88	Traumatic amputation of lower leg
S98	Traumatic amputation of ankle and foot
T30-T32	Burns and corrosions of multiple body regions
T78.3	Angioneurotic Edema
T81.11-T81.12	Postprocedural cardiogenic and septic shock
T82	Complications of cardiac and vascular prosthetic devices, implants and grafts
T83-T85	Complications of prosthetic devices, implants and grafts
T86	Complications of transplanted organs and tissue
T87	Complications to reattachment and amputation

U00-U85	**Codes for special purposes**
U07.1	COVID-19

Z00-Z99	**Factors influencing health status and contact with health services**
Z37.5-Z37.6	Multiple births
Z38.3-Z38.8	Multiple births
Z48.2-Z48.298	Encounter for aftercare following organ transplant
Z49	Encounter for care involving renal dialysis
Z51.0	Encounter for antineoplastic radiation therapy
Z51.1	Encounter for antineoplastic chemotherapy and immunotherapy
Z92.85	Personal history of CAR T-cell therapy
Z92.86	Personal history of gene therapy
Z94	Transplanted organ and tissue status
Z95	Presence of cardiac and vascular implants and grafts
Z98.85	Transplanted organ removal status
Z99.1	Dependence on respirator
Z99.2	Dependence on dialysis

Additional disclosure information to be referred to Tokio Marine HCC – Stop Loss Group

- Transplants – Transplants should be referred to our Specialty Claims Unit (SCU) for cost containment assistance prior to transplantation
- Pre-certifications and utilization reviews
- Rx Prescription Drugs and Specialty Drugs
- Large Case Management – LCM reports
- Specific claims at 50% of group deductible

TOKIO MARINE HCC

HCC Life Insurance Company Disclosure Instructions

HCC Life Insurance Company relies on producers (referred herein as Plan Supervisor) to properly advise new and renewal clients on the importance of a complete Disclosure Statement. We expect that the employer, with the support of the Plan Supervisor, will conduct a diligent review of their health plan before completing the Disclosure Statement. A diligent review would include review of the information described below. The Named Insured must return the Disclosure Statement to HCC LIFE INSURANCE COMPANY within 5 days of completion. Coverage will be automatically rescinded if a signed Disclosure Statement is not completed and returned to HCC Life Insurance Company within 30 days following the proposed effective date. All information will be treated as confidential. Should we require any additional information in order to approve the Disclosure Statement, HCC Life Insurance Company will respond in writing to the Plan Supervisor with any additional information necessary to complete our review.

Diligent Review means a complete review of the following information:

- Report of claims on any participant incurred, paid, and/ or denied during the last 12 months in excess of 50% of the specific deductible or $25,000* (whichever is less).
- Reports of participants that are currently, or have been in the last 30 days, confined to a hospital or other medical facility on multiple occasions or for three (3)* or more consecutive days.
- Reports of any dependent children over the normal termination age covered by the plan under a disabled or handicapped child extension provision.
- Reports of any known potential catastrophic claims or other known shock loss claims. (Potential catastrophic claims means any claimants expected to incur claims that may reasonably be assumed will exceed 50% of specific deductible in the next plan year.) Please carefully review the **Disclosure Diagnosis List** accompanying disclosure statement. The **Disclosure Diagnosis List** is intended to assist the Named Insured with their disclosure review.
- Reports of any participants who are expected to be absent from work due to disability on the effective date of the Excess Loss policy.
- Reports of any participants that have been absent from work due to disability (sick time, Family Medical Leave, or scheduled Leave of Absence) during the past 30 days. (In the case of a dependent or COBRA participant, is by disability unable to perform his or her normal functions of a person of like sex and age.)
- Reports of any participants currently covered under COBRA, or who are currently in a COBRA election period.
- Reports of any participant who will be covered under a Fully Insured Carriers Extension of Benefits provision.

We require complete details, including individual medical information, on any participant that is disclosed in this process. In the case of a renewal, we also require the report of any additional large claims not previously disclosed as described above that become known after release of the renewal quote when the initial date of service is prior to the date we have agreed to lock in the rates, factors and terms of the renewal offer. **

In signing the Disclosure Statement, the Named Insured is assuming responsibility that all known potential large claimants have been disclosed. A claim will not be considered eligible under the Excess Loss contract if it is determined that an individual was not disclosed who met any of the criteria described above under the diligent review section.

In order for HCC Life Insurance Company to allow coverage for a non-disclosed individual, it will be necessary to re-underwrite the contract terms. In re-underwriting the Excess Loss Policy, HCC Life Insurance Company may take the following actions:

- Revise the specific rates for the Named Insured.
- Apply a higher Specific Deductible to the Non-Disclosed Claimant.

"Complete Details" means detailed information including, but not limited to: employee name and social security number, claimant name, social security number, date of birth, diagnosis, prognosis (if known) and Attending Physician name and phone number.
"Participant" means any eligible employee, COBRA participant, retiree or their dependents.
"Known" means information which can be reasonably assumed, based on the diligent review described above, that the Named Insured and/or Plan Supervisor had knowledge of when completing the disclosure statement.
HCC Life Insurance Company encourages open dialogue with its producers on this important subject. Please do not hesitate to contact your Underwriter or Marketing Representative to discuss our disclosure requirement in greater detail.
*Unless other terms are independently negotiated between HCC Life Insurance Company and the producer based on the amount of the specific deductible.
** This renewal window of protection for the policyholder exists provided that we have received written renewal confirmation and have issued a letter advising that terms of the renewal are finalized.
Continued negotiation of the renewal terms, right up to or past the effective date, will compromise this protective window.

August 20, 2026

TO:

Perla Cepeda

Chief People Officer, City of Brownsville

THRU:

Ivan Reyes

Benefits & Compensation Senior Manager, City of Brownsville

FROM:

Mackenzie Anderson

Chief Executive Officer

SA Benefit Services, a division of Afore Insurance Services, LLC.

Executive Summary

Regarding: Stop Loss Insurance Renewal

Effective: October 1st, 2026 – September 30th, 2027

Recommendation:

This executive summary presents a formal recommendation for the renewal of stop loss insurance coverage for the City of Brownsville's self-funded employee health plan, pursuant to the established Interlocal Cooperation Act Agreement.

The agreement states:

Sec. 791.025. CONTRACTS FOR PURCHASES.

(c) A local government that purchases goods and services under this section satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and services.

As allowed under the Interlocal Agreement, SA Benefit Services conducted an annual market check in lieu of a formal RFP. Based on market conditions, it was determined that issuing an RFP would not serve the City's best interest. This approach remains fully compliant with applicable procurement statutes and intergovernmental cooperation laws.

SA Benefit Services marketed 16 stop loss carriers. Of these:

- 11 carriers declined to quote, citing uncompetitive positions - some quoting rates up to 40% above current levels.
- Of the 5 remaining carriers, 4 proposed significant laser liabilities, making them less competitive to include the incumbent carrier ISU.
- Tokio Marine HCC, offered the most favorable proposal in terms of pricing and laser liability exposure.

Key elements of the recommended coverage include:

- **Specific Deductible**: $300,000 per covered individual
- **Aggregating Specific Deductible**: $450,000
- **Laser Liability**:
    - Claimant #1: $850,000
    - Claimant #2: $600,000
- **Exclusions:**
    - *Factor VIII drugs* remain excluded under the stop loss policy and will continue to be managed through a separate vendor.
- **Aggregate Attachment Point**: 125% of expected claims
- **Coverage Period**: Incurred: 10/01/2026-09/30/2027 Paid: 10/01/2026-09/30/2027
- **Recommended Carrier**: Tokio Marine HCC
- **Estimated Annual Premium**: $1,059,730
    - Represents a 14.92% increase to the current premium

The recommendation is based on a comprehensive evaluation of carrier proposals, including financial stability, claims processing capabilities, policy terms, and total cost. The process was conducted with strict adherence to procurement standards and the requirements of the Interlocal Agreement set in place September 3, 2014.

Action Requested:

To proceed with the Tokio Marine HCC offer via SA Benefit Services, written approval is required to bind stop loss coverage effective October 1, 2026.

Please reach out should you have any questions.

SA BENEFIT SERVICES

Mackenzie Anderson, BBA
CHIEF EXECUTIVE OFFICER
Direct: 323.419.2841

11844 Bandera Rd # 429
Helotes, TX 78023
Main: 210.996.2190
manderson@sabenefitservices.com
www.sabenefitservices.com

BUSINESS ASSOCIATE AGREEMENT

Article 1. Preamble and Definitions.

(a) Pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended (**"HIPAA"**), City of Brownsville ("**Covered Entity**"), TML Multistate Intergovernmental Employee Benefits Pool d/b/a TML Health Benefits Pool (**"TML Health"**) and Summit Risk Advisors, LLC d/b/a SA Benefit Services (**"Stop Loss General Agent"**) enter into this Business Associate Agreement (**"BAA"**) as of the latest date signed below (the **"Effective Date"**) that addresses the HIPAA requirements with respect to "**business associates**," as defined under the privacy, security, breach notification, and enforcement rules at 45 C.F.R. Part 160 and Part 164 (**"HIPAA Rules"**). A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended.

(b) This BAA is intended to ensure that TML Health and Stop Loss General Agent (collectively referred to herein as "**Business Associates**" and individually each a "**Business Associate**") will establish and implement appropriate safeguards for the Protected Health Information (**"PHI"**) (as defined under the HIPAA Rules) that Business Associates may receive, create, maintain, use, or disclose in connection with the functions, activities, and services that Business Associates perform for Covered Entity. The functions, activities, and services that TML Health performs for Covered Entity are defined in that certain services agreement currently in effect between Covered Entity and TML Health (the "**Services Agreement**"). The functions, activities, and services that Stop Loss General Agent performs for Covered Entity are defined in that certain agreement between Stop Loss General Agent and Covered Entity (collectively, the Services Agreement and the Stop Loss General Agent agreement are referred to herein as the **"Arrangement Agreements"**). As TML Health is Covered Entity's claims administrator, and Stop Loss General Agent is Covered Entity's stop loss General Agent, it is necessary to enter into this BAA regarding the parties' treatment of Covered Entity's PHI as referred to herein.

(c) Pursuant to changes required under the Health Information Technology for Economic and Clinical Health Act of 2009 (the **"HITECH Act"**) and under the American Recovery and Reinvestment Act of 2009 (**"ARRA"**), this BAA also reflects federal breach notification requirements imposed on Business Associates when "**Unsecured PHI**" (as defined under the HIPAA Rules) is acquired by an unauthorized party and the expanded privacy and security provisions imposed on business associates.

(d) Unless the context clearly indicates otherwise, the following terms in this BAA shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Media, Electronic Protected Health Information (ePHI), Health Care Operations, Individual, Minimum Necessary, Notice of

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Privacy Practices, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured PHI, and use.

(e) A reference in this BAA to the Privacy Rule means the Privacy Rule, in conformity with the regulations at 45 C.F.R. Parts 160-164 (the **"Privacy Rule"**) as interpreted under applicable regulations and guidance of general application published by the HHS, including all amendments thereto for which compliance is required, as amended by the HITECH Act, ARRA and the HIPAA Rules.

Article 2. General Obligations of Business Associates.

(a) Business Associates agree not to use or disclose PHI, other than as permitted or required by this BAA or as Required By Law, or if such use or disclosure does not otherwise cause a Breach of Unsecured PHI.

(b) Business Associates agrees to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to ePHI, to prevent use or disclosure of PHI other than as provided for by the BAA.

(c) Business Associates agree to mitigate, to the extent practicable, any harmful effect that is known to Business Associates as a result of a use or disclosure of PHI by Business Associates in violation of this BAA's requirements or that would otherwise cause a Breach of Unsecured PHI.

(d) Business Associates agree to the following breach notification requirements:

(i) Business Associates agree to report to Covered Entity any Breach of Unsecured PHI not provided for by the BAA of which they become aware within three (3) business days of "**discovery**" within the meaning of the HITECH Act. Such notice shall include the identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associates to have been, accessed, acquired, or disclosed in connection with such Breach. In addition, Business Associates shall provide any additional information reasonably requested by Covered Entity for purposes of investigating the Breach and any other available information that Covered Entity is required to include to the individual under 45 C.F.R. § 164.404(c) at the time of notification or promptly thereafter as information becomes delayed. Business Associates' notification of a Breach of Unsecured PHI under this Article shall comply in all respects with each applicable provision of section 13400 of Subtitle D (Privacy) of ARRA, the HIPAA Rules and related guidance issued by the Secretary or the delegate of the Secretary from time to time.

(ii) Business Associates agree to provide notification of any Breach of Unsecured PHI of which they become aware, as required under 45 C.F.R. § 164.410, and any Security Incident of which they become aware, in violation of this BAA to the

media (as defined under the HITECH Act), the Secretary, and/or any other parties as required under HIPAA, the HITECH Act, ARRA, and the HIPAA Rules, subject to the prior review and written approval by Covered Entity of the content of such notification.

(iii) Breach Notification to Individuals. Business Associates' duty to notify Covered Entity of any breach does not permit either Business Associate to notify those individuals whose PHI has been breached by such Business Associate without the express written permission of Covered Entity to do so. Any and all notification to those individuals whose PHI has been breached shall be made under the direction, review and control of Covered Entity. Business Associates will notify Covered Entity in a writing to include: names of individuals whose PHI was breached, information breached, date of breach, and form of breach. The cost of the notification will be paid by the applicable Business Associate.

(iv) In the event of either Business Associate's use or disclosure of Unsecured PHI in violation of HIPAA, HITECH, or ARRA, such Business Associate bears the burden of demonstrating that notice as required under this Article 2d was made, including evidence demonstrating the necessity of any delay, or that the use or disclosure did not constitute a Breach of Unsecured PHI.

(e) Each Business Associate agrees, in accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to require that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of such Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information. Each Business Associate shall ensure that any agent, person or entity to whom such Business Associate delegates a function, activity or service that involves access to PHI or ePHI belonging to, or on behalf of, Covered Entity, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity. Each Business Associate shall be individually liable to Covered Entity for any acts, failures or omissions of the person, entity, agent or subcontractor in providing the services as if they were such Business Associate's own acts, failures or omissions, to the extent permitted by law. Each Business Associate further expressly warrants that its agents or subcontractors will be specifically advised of, and will comply in all respects with, the terms of this BAA, and such Business Associate will enter into business associate agreements with such persons, entities, agents and/or subcontractors as referred to herein.

(f) Each Business Associate agrees to make available PHI in a Designated Record Set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524.

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(i) Each Business Associate agrees to comply with an individual's request to restrict the disclosure of personal PHI in a manner consistent with 45 C.F.R. § 164.522, except where such use, disclosure, or request is required or permitted under applicable law.

(ii) Each Business Associate agrees that when requesting, using, or disclosing PHI in accordance with 45 C.F.R. § 164.502(b)(1) that such request, use, or disclosure shall be to the minimum extent necessary, including the use of a "**limited data set**" as defined in 45 C.F.R. § 164.514(e)(2), to accomplish the intended purpose of such request, use, or disclosure, as interpreted under related guidance issued by the Secretary from time to time.

(g) Each Business Associate agrees to make any amendments to PHI in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.526.

(h) Each Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528.

(i) Each Business Associate agrees to make its internal practices, books, and records, including policies and procedures regarding PHI, relating to the use and disclosure of PHI and Breach of any Unsecured PHI received from Covered Entity, or created or received by such Business Associate on behalf of Covered Entity, available to Covered Entity (or the Secretary) for the purpose of Covered Entity or the Secretary determining compliance with the Privacy Rule (as defined in Article 7).

(j) To the extent that each Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, such Business Associate agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).

(k) Each Business Associate agrees to account for the following disclosures:

(i) Each Business Associate agrees to maintain and document disclosures of PHI and Breaches of Unsecured PHI and any information relating to the disclosure of PHI and Breach of Unsecured PHI in a manner as would be required for Covered Entity to respond to a request by an individual or the Secretary for an accounting of PHI disclosures and Breaches of Unsecured PHI.

(ii) Each Business Associate agrees to provide to Covered Entity, or to an individual at Covered Entity's request, information collected in accordance with this Article 2(k), to permit Covered Entity to respond to a request by an individual or the Secretary for an accounting of PHI disclosures and Breaches of Unsecured PHI.

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(iii) Each Business Associate agrees to account for any disclosure of PHI used or maintained as an Electronic Health Record (as defined in Article 5) (**"EHR"**) in a manner consistent with 45 C.F.R. § 164.528 and related guidance issued by the Secretary from time to time; provided that an individual shall have the right to receive an accounting of disclosures of EHR by such Business Associate made on behalf of the Covered Entity only during the three years prior to the date on which the accounting is requested from Covered Entity.

(iv) In the case of an EHR that either Business Associate acquired on behalf of the Covered Entity as of January 1, 2009, paragraph 2(c) above shall apply to disclosures with respect to PHI made by such Business Associate from such EHR on or after January 1, 2014. In the case of an EHR that either Business Associate acquires on behalf of the Covered Entity after January 1, 2009, paragraph 2(c) above shall apply to disclosures with respect to PHI made by such Business Associate from such EHR on or after the later of January 1, 2011 or the date that it acquires the EHR.

(l) Each Business Associate agrees to comply with the "**Prohibition on Sale of Electronic Health Records or Protected Health Information**," as provided in section 13405(d) of Subtitle D (Privacy) of ARRA, and the "**Conditions on Certain Contacts as Part of Health Care Operations**," as provided in section 13406 of Subtitle D (Privacy) of ARRA and related guidance issued by the Secretary from time to time.

(m) Each Business Associate acknowledges that, effective on the Effective Date of this BAA, it shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. 1320d-5 and 1320d-6, as amended, for failure to comply with any of the use and disclosure requirements of this BAA and any guidance issued by the Secretary from time to time with respect to such use and disclosure requirements.

Article 3. Permitted Uses and Disclosures by Both Business Associates.

(a) Use and Disclosure of PHI. Except as otherwise permitted by this BAA or applicable law, neither Business Associate shall use or disclose PHI except as necessary to provide services described in the Arrangement Agreements, or as stated herein to or on behalf of Covered Entity, and neither shall use or disclose PHI that would violate the HIPAA Rules if used or disclosed by Covered Entity; *provided, however*, each Business Associate may use and disclose PHI as necessary for the proper management and administration of such Business Associate, or to carry out its legal responsibilities. Each Business Associate shall in such cases:

(i) provide information and training to members of its workforce using or disclosing PHI regarding the confidentiality requirements of the HIPAA Rules and this BAA;

(ii) obtain reasonable assurances from the person or entity to whom the PHI is

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disclosed that:

i. the PHI will be held confidential and further used and disclosed only as Required By Law or for the purpose for which it was disclosed to the person or entity; and

ii. the person or entity will notify Business Associate of any instances of which it is aware in which confidentiality of the PHI has been breached; and

iii. Business Associate agrees to notify the designated Privacy Officer of Covered Entity of any instances of which it is aware in which the PHI is used or disclosed for a purpose that is not otherwise provided for in this BAA or for a purpose not expressly permitted by the HIPAA Rules.

(b) Data Aggregation. In the event that either Business Associate works for more than one Covered Entity, such Business Associate is permitted to use and disclose PHI for data aggregation purposes, however, only in order to analyze data for permitted health care operations, and only to the extent that such use is permitted under HIPAA Rules.

(c) De-identified Information. Each Business Associate may use and disclose de-identified health information if written approval from the Covered Entity is obtained, and the PHI is de-identified in compliance with the HIPAA Rules.

(d) Safeguards.

(i) Each Business Associate shall maintain appropriate safeguards to ensure that PHI is not used or disclosed other than as provided by this BAA or as Required By Law. Each Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any paper or electronic PHI it creates, receives, maintains, or transmits on behalf of Covered Entity.

(ii) Each Business Associate shall ensure that all PHI be secured when accessed by such Business Associate's employees, agents or subcontractor. Any access to PHI by either Business Associate's employees, agents or subcontractors shall be limited to legitimate business needs while working with PHI. Any personnel changes by either Business Associate, eliminating the legitimate business needs for employees, agents or contractors access to PHI – either by revision of duties or termination – shall be immediately reported to Covered Entity. Such reporting shall be made no later than the third business day after the personnel change becomes effective.

Article 4. Obligations of Covered Entity.

(a) Covered Entity shall:

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(i) Provide each Business Associate with the Notice of Privacy Practices that Covered Entity produces in accordance with the Privacy Rule, and any changes or limitations to such notice under 45 C.F.R. § 164.520, to the extent that such changes or limitations may affect Business Associate's use or disclosure of PHI.

(ii) Notify Business Associates of any restriction to the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may affect such Business Associate's use or disclosure of PHI under this BAA.

(iii) Notify either Business Associate of any changes in or revocation of permission by an individual to use or disclose PHI, if such change or revocation may affect such Business Associate's permitted or required uses and disclosures of PHI under this BAA.

(b) Covered Entity shall not request either Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy and Security Rule if done by Covered Entity, except as provided under Article 3 of this BAA.

Article 5. Compliance with Security Rule.

(a) Effective April 20, 2005, both Business Associates shall comply with the HIPAA Security Rule, which shall mean the Standards for Security of Electronic Protected Health Information at 45 C.F.R. Part 160 and Subparts A and C of Part 164, as amended by ARRA and the HITECH Act. The term **"Electronic Health Record"** or **"EHR"** as used in this BAA shall mean an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

(b) In accordance with the Security Rule, each Business Associate agrees to:

(i) Implement the administrative safeguards set forth at 45 C.F.R. § 164.308, the physical safeguards set forth at 45 C.F.R. § 164.310, the technical safeguards set forth at 45 C.F.R. § 164.312, and the policies and procedures set forth at 45 C.F.R. § 164.316 to reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the Security Rule. Each Business Associate acknowledges that, effective on the Effective Date of this BAA:

i. the foregoing safeguards, policies, and procedures requirements shall apply to each Business Associate in the same manner that such requirements apply to Covered Entity, and

ii. Each Business Associate shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. 1320d-5 and 1320d-6, as

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amended from time to time, for failure to comply with the safeguards, policies, and procedures requirements and any guidance issued by the Secretary from time to time with respect to such requirements;

iii. Require that any agent, including a Subcontractor, to whom it provides such PHI agrees to implement reasonable and appropriate safeguards to protect the PHI; and

(ii) Report to the Covered Entity any Security Incident of which it becomes aware.

Article 6. Term and Termination.

(a) This BAA shall be in effect as of the Effective Date, and shall terminate on the earlier of the date that:

(i) Any party terminates for cause as authorized under Article 6(b).

(ii) All of the PHI received from Covered Entity or created or received by a Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity. If it is not feasible to return or destroy PHI, protections are extended in accordance with Article 6(c).

(b) Upon Covered Entity's knowledge of material breach by either or both Business Associates, or either or both Business Associates' knowledge of a material breach by Covered Entity, the non-breaching party shall provide an opportunity for the breaching party to cure the breach or end the violation; or terminate the BAA with respect to that party. If the breaching party does not cure the breach or end the violation within a reasonable timeframe not to exceed FORTY-EIGHT (48) HOURS from the notification of the breach, or if a material term of the BAA has been breached and a cure is not possible, the non-breaching party may terminate this BAA and the Arrangement Agreements, upon written notice to the other party.

(c) Upon termination of this BAA for any reason, either or both Business Associates (whichever has terminated the BAA), with respect to PHI received from Covered Entity, or created, maintained, or received by such Business Associate on behalf of Covered Entity, shall:

(i) Retain only that PHI that is necessary for such Business Associate to continue its proper management and administration or to carry out its legal responsibilities.

(ii) Return to Covered Entity, or, if agreed to by Covered Entity, destroy, the remaining PHI that such Business Associate still maintains in any form.

(iii) Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to ePHI to prevent use or disclosure of the PHI, other than as provided for in this Article 6, for as long as Business Associate retains the PHI.

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(iv) Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions which applied prior to termination.

(v) Return to Covered Entity, or, if agreed to by Covered Entity, destroy, the PHI retained by Business Associate when it is no longer needed by such Business Associate for its proper management and administration or to carry out its legal responsibilities.

(d) The obligations of both Business Associates under this Article 6 shall survive the termination of this BAA.

Article 7. Miscellaneous.

(a) Compliance with Laws. The parties agree to take such action as is necessary to amend this BAA to comply with the requirements of the Privacy Rule, the Security Rule, HIPAA, ARRA, the HITECH Act, the HIPAA Rules, and any other applicable law.

(b) Survival. The respective rights and obligations of Business Associates under Article 5 and Article 6 of this BAA shall survive the termination of this BAA.

(c) Notices. All notices required or permitted hereunder shall be in writing and shall be sufficiently given and deemed to have been received upon personal delivery, electronic mail, by overnight carrier, or by United States mail, postage prepaid, registered or certified mail, addressed to the Parties as follows:

If to TML Health:

TML Multistate Intergovernmental Employee Benefits Pool
d/b/a TML Health Benefits Pool
1821 Rutherford Lane, Suite 300
Austin, TX 78754
Attn: Legal Department
Email: Legal@tmlhb.org

If to Stop Loss General Agency:

Summit Risk Advisors, LLC d/b/a SA Benefit Services
11844 Bandera Rd #429
Helotes, TX 78023
Email: schtata@sabenefitservices.com

Doc ID: 8570e8877a8bf73675672715ef75fc1467436926c

If to Covered Entity:

City of Brownsville
1001 E. Elizabeth, City Hall, 4th Floor
Attn: Ivan Reyes
Email: ivanr@cob.us

(d) Interpretation. This BAA shall be interpreted in the following manner: (a) any ambiguity shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules; (b) any inconsistency between the BAA's provisions and the HIPAA Rules, including all amendments, as interpreted by the HHS, court, or another regulatory agency with authority over the Parties, shall be interpreted according to the interpretation of the HHS, the court, or the regulatory agency; and (c) any provision of this BAA that differs from those mandated by the HIPAA Rules, but is nonetheless permitted by the HIPAA Rules, shall be adhered to as stated in this BAA.

(e) Entire Agreement. This BAA constitutes the entire agreement between the parties related to the subject matter of this BAA, except to the extent that the Arrangement Agreement imposes more stringent requirements related to the use and protection of PHI upon either Business Associate. This BAA supersedes all prior negotiations, discussions, representations, or proposals, whether oral or written. This BAA may not be modified unless done so in writing and signed by a duly authorized representative of both parties. If any provision of this BAA, or part thereof, is found to be invalid, the remaining provisions shall remain in effect.

(f) Successors and Assigns. This BAA will be binding on the successors and assigns of the Covered Entity and the Business Associate. However, this BAA may not be assigned, in whole or in part, without the written consent of the other party. Any attempted assignment in violation of this provision shall be null and void.

(g) Counterparts. This BAA may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

(h) Governing Law. Except to the extent preempted by federal law, this BAA shall be governed by and construed in accordance with the laws of the State of Texas.

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[SIGNATURE PAGE TO FOLLOW]

Doc ID: 85[illegible]

IN WITNESS WHEREOF, the parties hereto have executed this HIPAA Business Associate Agreement as of the Effective Date below written.

COVERED ENTITY

City of Brownsville

By: _____
Name: Noel Bernal
Title: City Manager
Date: _____

Stop Loss General Agency

Summit Risk Advisors, LLC d/b/a SA Benefit Services
By: Stephanie Chtata
Name: Stephanie Chtata
Title: President, CEO of SABS Division
Date: 02 / 15 / 2022

TML Multistate Intergovernmental Employee Benefits Pool d/b/a TML Health Benefits Pool

By_____
Name: Jennifer Hoff
Title: Executive Director
Date: _____

Approved as to Form:

By: _____
Leah Simon, General Counsel

Doc ID: 8570e8877aabdf3675672715e745c1467436c

HELLOSIGN

Audit Trail

TITLE	Tri-Party BAA - Brownsville
FILE NAME	2022-2-15 Brownsville TriParty BAA.docx
DOCUMENT ID	8570a8a97aa8dfb86556d21efc75a6146f13d06c
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	• Signed

Document History

SENT	**02 / 15 / 2022** 17:44:53 UTC	Sent for signature to Stephanie Chtata (schtata@sabenefitservices.com) from david.king@tmlhb.org IP: 207.71.51.226
VIEWED	**02 / 15 / 2022** 17:45:19 UTC	Viewed by Stephanie Chtata (schtata@sabenefitservices.com) IP: 12.49.91.3
SIGNED	**02 / 15 / 2022** 17:47:21 UTC	Signed by Stephanie Chtata (schtata@sabenefitservices.com) IP: 12.49.91.3
COMPLETED	**02 / 15 / 2022** 17:47:21 UTC	The document has been completed.

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Juan Villarreal, Director of Internal Services
Date:	Tuesday, September 22, 2026
Agenda #:	Consideration and **ACTION** to approve the CPI Rate Adjustment for Redfish Recycling effective October 1, 2026, not to exceed 3.53%. (Internal Services Department)

Summary:
Redfish Recycling has submitted a request to the City of Brownsville for its annual Consumer Price Index (CPI) rate adjustment under Section 25, Modifications to Rates, of the City's residential recycling agreement.
The agreement authorizes an annual adjustment to the rates effective October 1 of each year based on the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, using the June index compared with the preceding June. The agreement also limits any single annual adjustment to 4% and prohibits future "catch-up" adjustments for amounts not applied because of the cap.
For the October 1, 2026 adjustment, Redfish Recycling is requesting a 3.53% increase, which would change the residential recycling rate from **$5.49 to $5.68 per household/cart per month**. Redfish is requesting that the City implement the new rate beginning with service on or after October 1, 2026, including notifying Brownsville Public Utilities Board (BPUB) to update the billing records.

Project Scope and Analysis:
The scope of this request is limited to implementing the annual contractual CPI adjustment for residential recycling services.

Section 25.1 of the agreement provides the contractual authority for an annual CPI-based adjustment to the recycling rates. Section 25.2 specifically identifies the comparison to be used for the October 1, 2026, adjustment: June 30, 2026, compared with June 30, 2025.

Section 25.3 establishes two important limitations: the adjusted rate must be rounded to the nearest penny, and a single annual adjustment cannot exceed 4%. The provision also expressly prohibits a future "catch-up" adjustment for any portion of an increase that is limited by the 4% cap.
Redfish Recycling is requesting a 3.53% adjustment, which is below the contractual 4% maximum. Applying a 3.53% increase to the current $5.49 rate produces approximately $5.68 per month after rounding to the nearest penny.
Accordingly, the requested rate appears to be within the adjustment authority provided by Section 25, provided that the City independently verifies that the 3.53% figure accurately reflects the applicable June 2026-to-June 2025 CPI-U calculation specified in the agreement.

Funding:

Source: Not Applicable

Amount:

Local Contribution if Applicable:

Recommendation:
Staff recommends approval of Redfish Recycling's requested 3.53% annual CPI adjustment, increasing the residential recycling rate from $5.49 to $5.68 per household/cart per month, effective October 1, 2026.
City of Brownsville staff have reviewed and verified the applicable CPI-U calculation for the period specified in Section 25 of the agreement and confirmed that the requested 3.53% adjustment is consistent with the contractual requirements. The adjustment is below the agreement's 4% annual cap, and the resulting rate of $5.68 has been rounded to the nearest penny as required by Section 25.3.

Commission Pillar:
Quality of Life & Vibrancy

Attachments:
1. Brownsville_CPI_Rate_Adjustment_Notice_October_1_2026
2. CPI July News Release
3. Redfish Recycling agreement vF (1)

Notice of CPI Rate Adjustment

City of Brownsville Residential Recycling Agreement • Section 25

Date: September 1, 2026

To: Mr. J.P. Villarreal, Director of Internal Services
City of Brownsville, Texas

From: Redfish Recycling, Administrator under the Agreement

Re: Section 25 modification of Rates effective October 1, 2026

This notice implements the annual Consumer Price Index adjustment authorized by **Section 25 (Modifications to Rates)** of the City of Brownsville citywide residential recycling Agreement. The adjusted Rates take effect **October 1, 2026**.

Contract authority

Section 25.1 provides that on October 1, 2026, and each October 1 thereafter during the term, the Rates in the Rate Schedule may be adjusted, upward or downward, by the Administrator in an amount equal to the percentage change in the Consumer Price Index (CPI) All Urban Consumers – U.S. City Average for the most recent June 30 as compared to the preceding June 30, utilizing information published by the U.S. Bureau of Labor Statistics. Section 25.2 states that the October 1, 2026 adjustment compares June 30, 2026 to June 30, 2025. Section 25.3 requires that adjusted Rates be rounded to the nearest penny, that a single CPI adjustment shall not exceed four percent (4%), and that there shall be no "catch-up" adjustment in future years.

Consistent with standard municipal contract practice, the official June monthly CPI-U (not seasonally adjusted) is used as the June 30 index.

Official Bureau of Labor Statistics indexes

Item	June 2025	June 2026	Change
CPI-U All Items, U.S. city average (NSA)	322.561	333.952	+11.391 points
Exact index ratio (333.952 ÷ 322.561 − 1)	—	—	**3.5314%**
BLS published 12-month percent change	—	—	3.5%
Section 25.3 annual cap	—	—	4.00% — not binding
Applicable adjustment			**3.53%**

Source: U.S. Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers, series CUUR0000SA0 (All items, U.S. city average, not seasonally adjusted), 1982–84 = 100; June 2026 release.

Revised Rates effective October 1, 2026

The current Rate Schedule charges **$5.49** per household per month for the standard 96-gallon cart and the same **$5.49** per month for each extra cart. Applying 3.5314 percent and rounding each line to the nearest penny produces the following Rates:

Rate Schedule item	Current Rate	Rate effective October 1, 2026	Monthly change
Residential cart (per household / month)	$5.49	**$5.68**	+$0.19
Extra cart (each / month)	$5.49	**$5.68**	+$0.19

Calculation check (either method rounds to the same penny): $5.49 × 1.035314 = $5.68387 → **$5.68**; $5.49 × 1.035 = $5.68215 → **$5.68**.

Requested City action

Redfish Recycling requests that the City update utility billing files, including Brownsville Public Utilities Board billing as applicable, so that **$5.68** is charged for each residential cart and each extra cart beginning with service on and after October 1, 2026. Redfish will update its internal records to the same Rates. Please confirm receipt of this notice and the City's planned billing implementation date.

Respectfully submitted,

Redfish Recycling
Administrator under the City of Brownsville Recycling Agreement
(956) 299-8025 | info@redfishtx.com

This notice is issued pursuant to Section 25 of the Agreement. Final billed Rates are those implemented by the City from the Rate Schedule as adjusted herein.

NEWS RELEASE
BUREAU OF LABOR STATISTICS
U. S. DEPARTMENT OF LABOR

Transmission of material in this release is embargoed until 8:30 a.m. (ET) Wednesday, August 12, 2026

USDL-26-1378

Technical information: (202) 691-7000 • cpi_info@bls.gov • www.bls.gov/cpi
Media contact: (202) 691-5902 • PressOffice@bls.gov

CONSUMER PRICE INDEX – JULY 2026

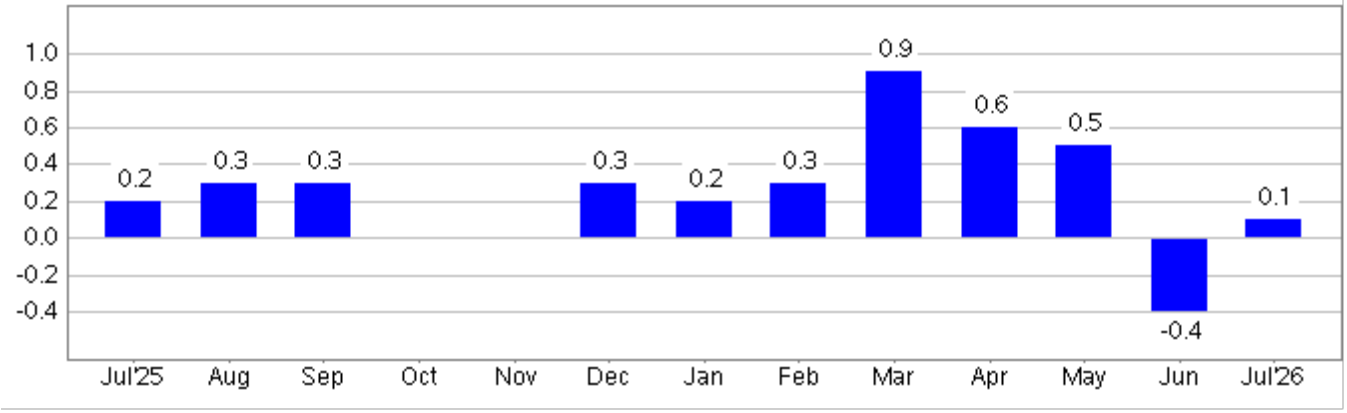
The Consumer Price Index for All Urban Consumers (CPI-U) increased 0.1 percent on a seasonally adjusted basis in July after falling 0.4 percent in June, the U.S. Bureau of Labor Statistics reported today. Over the last 12 months, the all items index increased 3.4 percent before seasonal adjustment.

The index for shelter rose 0.1 percent in July, accounting for roughly two-thirds of the monthly all items increase. The index for food also increased 0.1 percent over the month, as the index for food away from home increased 0.3 percent. In contrast, the energy index declined 1.5 percent in July.

The index for all items less food and energy rose 0.2 percent after being unchanged in June. Indexes that increased over the month include medical care, airline fares, communication, education, and recreation. Conversely, the index for motor vehicle insurance was among the major indexes that decreased in July.

The all items index rose 3.4 percent for the 12 months ending July after rising 3.5 percent for the 12 months ending June. The all items less food and energy index rose 2.5 percent over the year, following a 2.6-percent increase over the 12 months ending June. The energy index increased 14.7 percent for the 12 months ending July. The food index increased 3.0 percent over the last year.

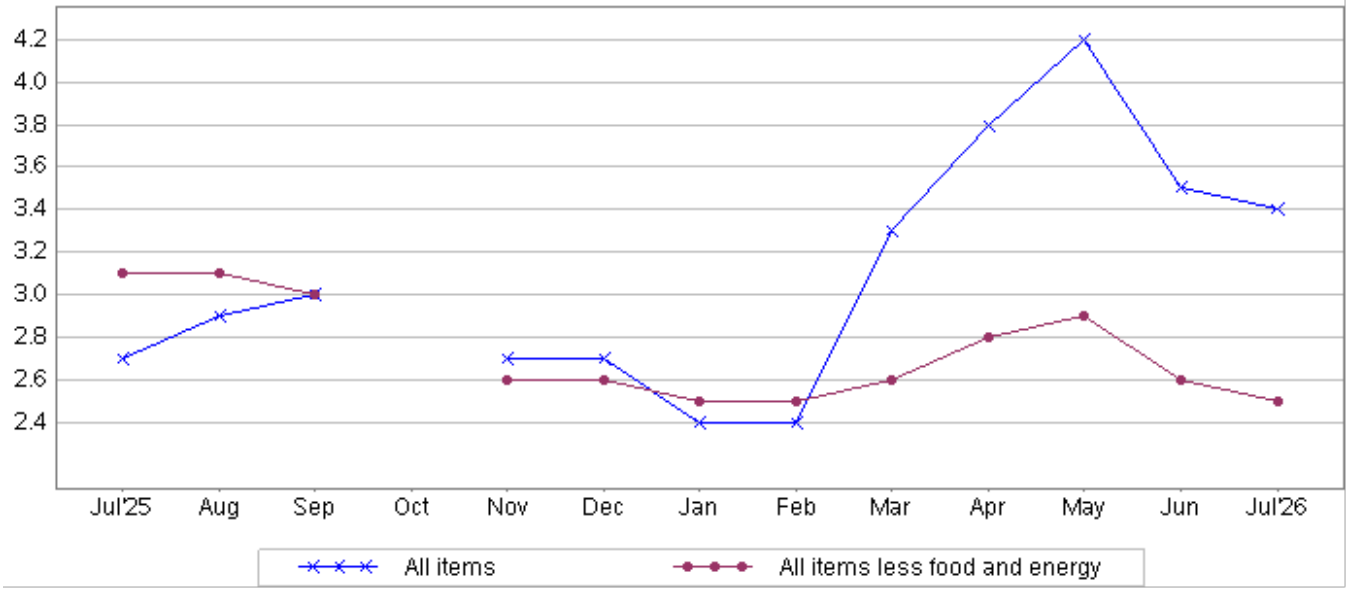
Chart 1. One-month percent change in CPI for All Urban Consumers (CPI-U), seasonally adjusted, July 2025 - July 2026
Percent change



NOTE: The Oct and Nov 2025 data values are not available due to the 2025 lapse in appropriations.

Chart 2. 12-month percent change in CPI for All Urban Consumers (CPI-U), not seasonally adjusted, July 2025 - July 2026

Percent change



NOTE: The Oct 2025 data values are not available due to the 2025 lapse in appropriations.

Table A. Percent changes in CPI for All Urban Consumers (CPI-U): U.S. city average

	Seasonally adjusted changes from preceding month							Un-adjusted 12-mos. ended Jul. 2026
	Jan. 2026	Feb. 2026	Mar. 2026	Apr. 2026	May 2026	Jun. 2026	Jul. 2026	
All items	0.2	0.3	0.9	0.6	0.5	-0.4	0.1	3.4
Food	0.2	0.4	0.0	0.5	0.2	0.2	0.1	3.0
Food at home	0.2	0.4	-0.2	0.7	0.1	0.2	-0.1	2.7
Food away from home[1]	0.1	0.3	0.2	0.2	0.3	0.2	0.3	3.4
Energy	-1.5	0.6	10.9	3.8	3.9	-5.7	-1.5	14.7
Energy commodities	-3.3	1.1	21.3	5.6	6.7	-9.5	-2.9	24.7
Gasoline (all types)	-3.2	0.8	21.2	5.4	7.0	-9.7	-2.9	24.6
Fuel oil	-5.7	11.1	30.7	5.8	3.8	-9.2	-1.7	39.1
Energy services	0.2	0.2	0.4	1.6	0.4	-0.7	0.3	4.3
Electricity	-0.1	-0.7	0.8	2.1	0.6	-1.0	0.1	4.2
Utility (piped) gas service	1.0	3.1	-0.9	-0.1	-0.5	0.5	0.7	4.3
All items less food and energy	0.3	0.2	0.2	0.4	0.2	0.0	0.2	2.5
Commodities less food and energy commodities	0.0	0.1	0.1	0.0	-0.1	-0.1	0.2	0.8
New vehicles	0.1	0.0	0.1	-0.2	-0.3	0.0	0.1	0.5
Used cars and trucks	-1.8	-0.4	-0.4	0.0	0.1	-0.2	0.4	-1.9
Apparel	0.3	1.3	1.0	0.6	0.3	-0.6	0.1	3.9
Medical care commodities[1]	-0.1	0.0	-1.0	-0.4	-0.7	-0.2	-0.6	-2.7
Services less energy services	0.4	0.3	0.2	0.5	0.3	0.0	0.2	3.0
Shelter	0.2	0.2	0.3	0.6	0.3	0.1	0.1	3.2
Transportation services	1.4	0.2	0.6	0.3	-0.6	-0.3	0.3	2.9
Medical care services	0.3	0.6	0.0	0.0	0.5	-0.1	0.6	2.7

1 Not seasonally adjusted.

Food

The food index rose 0.1 percent in July, after rising 0.2 percent in June. The index for food at home decreased 0.1 percent over the month. Three of the six major grocery store food group indexes decreased in July. The meats, poultry, fish, and eggs index decreased 0.7 percent over the month as the pork index declined 1.5 percent. The index for fruits and vegetables decreased 0.1 percent in July as the index for lettuce fell 16.4 percent. The dairy and related products index decreased 0.1 percent over the month. The index for other food at home was unchanged in July.

In contrast, the nonalcoholic beverages index rose 0.9 percent in July after falling 1.5 percent in June. The index for cereals and bakery products increased 0.2 percent over the month.

The food away from home index rose 0.3 percent in July. The index for limited service meals rose 0.4 percent, and the index for full service meals rose 0.2 percent over the month.

The index for food at home rose 2.7 percent over the 12 months ending in July. The fruits and vegetables index rose 5.1 percent over the last 12 months. The index for other food at home increased 2.5 percent, and the index for nonalcoholic beverages rose 4.1 percent over the year. The meats, poultry, fish, and eggs index increased 1.9 percent over the 12 months ending in July, and the cereals and bakery products index rose 2.7 percent over the same period. In contrast, the index for dairy and related products fell 0.5 percent over the year.

The food away from home index rose 3.4 percent over the last year. The index for full service meals rose 3.4 percent, and the index for limited service meals rose 3.3 percent over the 12 months ending in July.

Energy

The index for energy decreased 1.5 percent in July, after falling 5.7 percent in June. The gasoline index decreased 2.9 percent over the month. (Before seasonal adjustment, gasoline prices decreased 2.1 percent in July.) Conversely, the index for natural gas increased 0.7 percent in July, and the index for electricity rose 0.1 percent.

The index for energy increased 14.7 percent over the past 12 months due in large part to the index for gasoline rising 24.6 percent over the same period. The natural gas index increased 4.3 percent over the 12 months ending in July, and the electricity index rose 4.2 percent.

All items less food and energy

The index for all items less food and energy rose 0.2 percent in July after being unchanged in June. The shelter index increased 0.1 percent over the month, as it did in June. The index for owners' equivalent rent rose 0.3 percent in July as did the index for rent. The lodging away from home index fell 2.8 percent over the month.

The medical care index increased 0.4 percent in July after falling 0.1 percent in June. The index for hospital services increased 0.5 percent over the month, and the index for physicians' services increased 0.2 percent. Conversely, the prescription drugs index decreased 0.8 percent in July.

The index for airline fares increased 2.2 percent over the month after rising 0.2 percent in June. The communication index rose 0.6 percent in July, and the education index increased 0.5 percent. The index for recreation increased 0.2 percent in July, and the index for used cars and trucks rose 0.4 percent. The indexes for new vehicles, household furnishings and operations, and apparel also increased over the month.

The motor vehicle insurance index declined 0.3 percent in July after falling 2.0 percent in June. The index for personal care was unchanged in July.

The index for all items less food and energy rose 2.5 percent over the past 12 months. The shelter index increased 3.2 percent over the last year. Other indexes with notable increases over the last year include airline fares (+25.5 percent), medical care (+1.7 percent), recreation (+2.6 percent), and household furnishings and operations (+2.2 percent).

Not seasonally adjusted CPI measures

The Consumer Price Index for All Urban Consumers (CPI-U) increased 3.4 percent over the last 12 months to an index level of 333.918 (1982-84=100). For the month, the index was unchanged prior to seasonal adjustment.

The Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) increased 3.4 percent over the last 12 months to an index level of 327.104 (1982-84=100). For the month, the index was unchanged prior to seasonal adjustment.

The Chained Consumer Price Index for All Urban Consumers (C-CPI-U) increased 3.3 percent over the last 12 months. For the month, the index was unchanged on a not seasonally adjusted basis. Please note that the indexes for the past 10 to 12 months are subject to revision.

The Consumer Price Index news release for August 2026 is scheduled to be published on Friday, September 11, 2026, at 8:30 a.m. (ET).

Technical Note

Brief Explanation of the CPI

The Consumer Price Index (CPI) measures the change in prices paid by consumers for goods and services. The CPI reflects spending patterns for each of two population groups: all urban consumers and urban wage earners and clerical workers. The all urban consumer group represents over 90 percent of the total U.S. population. It is based on the expenditures of almost all residents of urban or metropolitan areas, including professionals, the self-employed, the poor, the unemployed, and retired people, as well as urban wage earners and clerical workers. Not included in the CPI are the spending patterns of people living in rural nonmetropolitan areas, farming families, people in the Armed Forces, and those in institutions, such as prisons and mental hospitals. Consumer inflation for all urban consumers is measured by two indexes, namely, the Consumer Price Index for All Urban Consumers (CPI-U) and the Chained Consumer Price Index for All Urban Consumers (C-CPI-U).

The Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) is based on the expenditures of households included in the CPI-U definition that meet two requirements: more than one-half of the household's income must come from clerical or wage occupations, and at least one of the household's earners must have been employed for at least 37 weeks during the previous 12 months. The CPI-W population represents approximately 30 percent of the total U.S. population and is a subset of the CPI-U population.

The CPIs are based on prices of food, clothing, shelter, fuels, transportation, doctors' and dentists' services, drugs, and other goods and services that people buy for day-to-day living. Prices are collected each month in 75 urban areas across the country from about 6,000 housing units and approximately 22,000 retail establishments (department stores, supermarkets, hospitals, and other types of stores and service establishments). All taxes directly associated with the purchase and use of items are included in the index. Prices of fuels and a few other items are obtained every month in all 75 locations. Prices of most other commodities and services are collected every month in the three largest geographic areas and every other month in other areas. Prices of most goods and services are obtained by personal visit, telephone call, web, or app collection by the Bureau's trained representatives.

In calculating the index, price changes for the various items in each location are aggregated using weights, which represent their importance in the spending of the appropriate population group. Local data are then combined to obtain a U.S. city average. For the CPI-U and CPI-W, separate indexes are also published by size of city, by region of the country, for cross-classifications of regions and population-size classes, and for 23 selected local areas. Area indexes do not measure differences in the level of prices among cities; they only measure the average change in prices for each area since the base period. For the C-CPI-U, data are issued only at the national level. The CPI-U and CPI-W are considered final when released, but the C-CPI-U is issued in preliminary form and subject to three subsequent quarterly revisions.

The index measures price change from a designed reference date. For most of the CPI-U and the CPI-W, the reference base is 1982-84 equals 100. The reference base for the C-CPI-U is December 1999 equals 100. An increase of 7 percent from the reference base, for example, is shown as 107.000. Alternatively, that relationship can also be expressed as the price of a base period market basket of goods and services rising from $100 to $107.

Sampling Error in the CPI

The CPI is a statistical estimate that is subject to sampling error because it is based upon a sample of retail prices and not the complete universe of all prices. BLS calculates and publishes estimates of the 1-month, 2-month, 6-month, and 12-month percent change standard errors annually for the CPI-U. These standard error estimates can be used to construct confidence intervals for hypothesis testing. For example, the estimated standard error of the 1-month percent change is 0.04 percent for the U.S. all items CPI. This means that if we repeatedly sample from the universe of all retail prices using the same methodology, and estimate a percentage change for each sample, then 95 percent of these estimates will be within 0.08 percent of the 1-month percentage change based on all retail prices. For example, for a 1-month change of 0.2 percent in the all items CPI-U, we are 95 percent confident that the actual percent change based on all retail prices would fall between 0.12 and 0.28 percent. For the latest data, including information on how to use the estimates of standard error, see www.bls.gov/cpi/tables/variance-estimates/home.htm.

Calculating Index Changes

Movements of the indexes from 1 month to another are usually expressed as percent changes rather than changes in index points, because index point changes are affected by the level of the index in relation to its base period, while percent changes are not. The following table shows an example of using index values to calculate percent changes:

	Item A	Item B	Item C
Year I	112.500	225.000	110.000
Year II	121.500	243.000	128.000
Change in index points	9.000	18.000	18.000
Percent change	9.0/112.500 x 100 = 8.0	18.0/225.000 x 100 = 8.0	18.0/110.000 x 100 = 16.4

Use of Seasonally Adjusted and Unadjusted Data

The Consumer Price Index (CPI) program produces both unadjusted and seasonally adjusted data. Seasonally adjusted data are computed using seasonal factors derived by the X-13ARIMA-SEATS seasonal adjustment method. These factors are updated each February, and the new factors are used to revise the previous 5 years of seasonally adjusted data. The factors are available at www.bls.gov/web/cpi/cpi-seasonal-factors.xlsx. For more information on data revision scheduling, please see the Seasonal Adjustment questions and answers page at www.bls.gov/cpi/seasonal-adjustment/questions-and-answers.htm and the Timeline of Seasonal Adjustment Methodological Changes at www.bls.gov/cpi/seasonal-adjustment/timeline-seasonal-adjustment-methodology-changes.htm.

How to Use Seasonally Adjusted and Unadjusted Data

For analyzing short-term price trends in the economy, seasonally adjusted changes are usually preferred since they eliminate the effect of changes that normally occur at the same time and in about the same magnitude every year—such as price movements resulting from weather events, production cycles, model changeovers, holidays, and sales. This allows data users to focus on changes that are not typical for the time of year.

The unadjusted data are of primary interest to consumers concerned about the prices they actually pay. Unadjusted data are also used extensively for escalation purposes. Many collective bargaining contract agreements and pension plans, for example, tie compensation changes to the Consumer Price Index before adjustment for seasonal variation. BLS advises against the use of seasonally adjusted data in escalation agreements because seasonally adjusted series are revised annually for five years.

Intervention Analysis

The Bureau of Labor Statistics uses intervention analysis seasonal adjustment (IASA) for some CPI series. Sometimes extreme values or sharp movements can distort the underlying seasonal pattern of price change. Intervention analysis seasonal adjustment is a process by which the distortions caused by such unusual events are estimated and removed from the data prior to calculation of seasonal factors. The resulting seasonal factors, which more accurately represent the seasonal pattern, are then applied to the unadjusted data.

For example, this procedure was used for the motor fuel series to offset the effects of the 2009 return to normal pricing after the worldwide economic downturn in 2008. Retaining this outlier data during seasonal factor calculation would distort the computation of the seasonal portion of the time series data for motor fuel, so it was estimated and removed from the data prior to seasonal adjustment. Following that, seasonal factors were calculated based on this “prior adjusted” data. These seasonal factors represent a clearer picture of the seasonal pattern in the data. The last step is for motor fuel seasonal factors to be applied to the unadjusted data.

For the seasonal factors introduced for January 2026, BLS adjusted 57 series using intervention analysis seasonal adjustment, including selected food and beverage items, motor fuels and vehicles.

Revision of Seasonally Adjusted Indexes

Seasonally adjusted data, including the U.S. city average all items index levels, are subject to revision for up to 5 years after their original release. Every year, economists in the CPI calculate new seasonal factors for seasonally adjusted series and apply them to the last 5 years of data. Seasonally adjusted indexes beyond the last 5 years of data are considered to be final and not subject to revision. For January 2026, revised seasonal factors and seasonally adjusted indexes for 2021 to 2025 were calculated and published. For series which are directly adjusted using the Census X-13ARIMA-SEATS seasonal adjustment software, the seasonal factors for 2025 will be applied to data for 2026 to produce the seasonally adjusted 2026 indexes. Series which are indirectly seasonally adjusted by summing seasonally adjusted component series have seasonal factors which are derived and are therefore not available in advance.

Determining Seasonal Status

Each year the seasonal status of every series is reevaluated based upon certain statistical criteria. Using these criteria, BLS economists determine whether a series should change its status from "not seasonally adjusted" to "seasonally adjusted", or vice versa. If any of the 81 components of the U.S. city average all items index change their seasonal adjustment status from seasonally adjusted to not seasonally adjusted, not seasonally adjusted data will be used in the aggregation of the dependent series for the last 5 years, but the seasonally adjusted indexes before that period will not be changed. For 2026, 36 of the 81 components of the U.S. city average all items index are not seasonally adjusted.

Contact Information

For additional information about the CPI visit www.bls.gov/cpi or contact the CPI Information and Analysis Section at 202-691-7000 or cpi_info@bls.gov.

For additional information on seasonal adjustment in the CPI visit www.bls.gov/cpi/seasonal-adjustment/home.htm

If you are deaf, hard of hearing, or have a speech disability, please dial 7-1-1 to access telecommunications relay services.

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, July 2026

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Jun. 2026	Unadjusted indexes			Unadjusted percent change		Seasonally adjusted percent change		
		Jul. 2025	Jun. 2026	Jul. 2026	Jul. 2025-Jul. 2026	Jun. 2026-Jul. 2026	Apr. 2026-May 2026	May 2026-Jun. 2026	Jun. 2026-Jul. 2026
All items	100.000	323.048	333.952	333.918	3.4	0.0	0.5	-0.4	0.1
Food	13.522	340.036	349.731	350.164	3.0	0.1	0.2	0.2	0.1
Food at home	8.231	313.263	321.631	321.643	2.7	0.0	0.1	0.2	-0.1
Cereals and bakery products	1.023	360.048	368.800	369.882	2.7	0.3	0.4	0.3	0.2
Meats, poultry, fish, and eggs	1.959	344.155	350.974	350.612	1.9	-0.1	-0.2	0.6	-0.7
Dairy and related products[1]	0.743	272.586	271.683	271.337	-0.5	-0.1	-0.6	1.2	-0.1
Fruits and vegetables	1.283	351.764	370.090	369.550	5.1	-0.1	0.2	-0.2	-0.1
Nonalcoholic beverages and beverage materials	0.981	228.011	235.793	237.393	4.1	0.7	0.6	-1.5	0.9
Other food at home	2.242	277.002	284.373	283.803	2.5	-0.2	0.0	0.5	0.0
Food away from home[1]	5.290	383.808	395.633	396.859	3.4	0.3	0.3	0.2	0.3
Energy	7.432	283.395	328.950	325.150	14.7	-1.2	3.9	-5.7	-1.5
Energy commodities	4.132	288.425	367.630	359.754	24.7	-2.1	6.7	-9.5	-2.9
Fuel oil	0.106	352.435	485.387	490.083	39.1	1.0	3.8	-9.2	-1.7
Motor fuel	3.971	282.696	360.912	352.826	24.8	-2.2	6.8	-9.6	-3.0
Gasoline (all types)	3.852	281.490	358.518	350.846	24.6	-2.1	7.0	-9.7	-2.9
Energy services	3.300	290.131	302.347	302.594	4.3	0.1	0.4	-0.7	0.3
Electricity	2.552	299.107	311.818	311.672	4.2	0.0	0.6	-1.0	0.1
Utility (piped) gas service	0.748	257.867	267.609	268.999	4.3	0.5	-0.5	0.5	0.7
All items less food and energy	79.047	328.980	336.882	337.133	2.5	0.1	0.2	0.0	0.2
Commodities less food and energy commodities	18.829	166.766	168.019	168.112	0.8	0.1	-0.1	-0.1	0.2
Apparel	2.437	129.190	135.917	134.182	3.9	-1.3	0.3	-0.6	0.1
New vehicles	3.751	178.569	179.338	179.541	0.5	0.1	-0.3	0.0	0.1
Used cars and trucks	2.679	188.183	183.360	184.661	-1.9	0.7	0.1	-0.2	0.4
Medical care commodities[1]	1.412	417.800	408.974	406.462	-2.7	-0.6	-0.7	-0.2	-0.6
Alcoholic beverages[1]	0.823	295.176	300.824	301.367	2.1	0.2	0.1	0.0	0.2
Tobacco and smoking products[1, 2]	0.445	103.643	110.045	110.593	6.7	0.5	1.0	-0.7	0.5
Services less energy services	60.217	432.778	445.448	445.809	3.0	0.1	0.3	0.0	0.2
Shelter	35.304	416.271	429.062	429.491	3.2	0.1	0.3	0.1	0.1
Rent of primary residence	7.716	435.489	446.945	447.963	2.9	0.2	0.4	0.1	0.3
Owners' equivalent rent of residences[3]	25.849	428.640	441.365	442.503	3.2	0.3	0.3	0.2	0.3
Medical care services	6.840	637.425	652.152	654.347	2.7	0.3	0.5	-0.1	0.6
Physicians' services[1]	1.660	429.279	438.626	439.443	2.4	0.2	0.0	-0.2	0.2
Hospital services[1, 4]	2.156	437.053	457.320	459.820	5.2	0.5	0.7	0.1	0.5
Transportation services	6.352	446.417	462.494	459.354	2.9	-0.7	-0.6	-0.3	0.3
Motor vehicle maintenance and repair[1]	1.048	431.604	457.313	460.185	6.6	0.6	0.8	1.1	0.6
Motor vehicle insurance	2.570	896.018	858.481	856.080	-4.5	-0.3	-1.7	-2.0	-0.3
Airline fares	1.091	247.859	323.758	311.176	25.5	-3.9	2.7	0.2	2.2

[1] Not seasonally adjusted.
[2] Indexes on a December 2024=100 base.
[3] Indexes on a December 1982=100 base.
[4] Indexes on a December 1996=100 base.

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, July 2026

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Jun. 2026	Unadjusted percent change		Seasonally adjusted percent change		
		Jul. 2025-Jul. 2026	Jun. 2026-Jul. 2026	Apr. 2026-May 2026	May 2026-Jun. 2026	Jun. 2026-Jul. 2026
All items	100.000	3.4	0.0	0.5	-0.4	0.1
Food	13.522	3.0	0.1	0.2	0.2	0.1
Food at home	8.231	2.7	0.0	0.1	0.2	-0.1
Cereals and bakery products	1.023	2.7	0.3	0.4	0.3	0.2
Cereals and cereal products	0.311	3.6	0.7	-0.6	0.7	0.4
Flour and prepared flour mixes	0.038	-0.4	0.0	2.6	-1.1	-0.2
Breakfast cereal[1]	0.133	4.1	1.0	-0.5	0.8	1.0
Rice, pasta, cornmeal	0.140	3.9	0.6	-1.2	1.6	0.3
Rice[1, 2, 3]	–	6.2	0.9	-1.1	0.6	0.9
Bakery products[1]	0.713	2.4	0.1	0.9	0.1	0.1
Bread[1, 2]	0.172	3.7	0.2	-0.7	0.5	0.2
White bread[1, 3]	–	4.0	0.0	-0.9	0.9	0.0
Bread other than white[1, 3]	–	3.4	0.3	-0.4	0.0	0.3
Fresh biscuits, rolls, muffins[1, 2]	0.116	1.6	-0.2	4.7	-1.2	-0.2
Cakes, cupcakes, and cookies[1]	0.206	3.4	1.6	-0.4	-0.6	1.6
Cookies[1, 3]	–	2.0	1.1	0.4	-1.0	1.1
Fresh cakes and cupcakes[1, 3]	–	4.4	2.8	-1.0	-0.9	2.8
Other bakery products	0.218	1.3	-1.2	1.0	1.2	-1.3
Fresh sweetrolls, coffeecakes, doughnuts[1, 3]	–	2.6	-1.5	-2.8	2.0	-1.5
Crackers, bread, and cracker products[3]	–	4.5	0.5	0.8	3.2	0.8
Frozen and refrigerated bakery products, pies, tarts, turnovers[3]	–	-1.8	-2.3	2.0	-0.1	-2.1
Meats, poultry, fish, and eggs	1.959	1.9	-0.1	-0.2	0.6	-0.7
Meats, poultry, and fish	1.847	4.5	-0.1	-0.4	0.4	-0.7
Meats	1.174	5.4	-0.1	-1.1	0.9	-1.0
Beef and veal	0.640	9.4	0.2	-1.6	1.2	-0.8
Uncooked ground beef	0.239	9.0	-0.7	-1.3	1.3	-1.6
Uncooked beef roasts[2]	0.087	13.5	1.9	-3.6	1.7	1.1
Uncooked beef steaks[2]	0.239	9.6	1.2	-1.9	0.5	0.4
Uncooked other beef and veal[1, 2]	0.074	5.6	-1.9	-0.2	1.8	-1.9
Pork	0.339	0.5	-0.6	0.3	-0.3	-1.5
Bacon, breakfast sausage, and related products[2]	0.130	-1.2	0.7	0.0	-1.4	-0.2
Bacon and related products[3]	–	-2.8	0.6	0.1	-1.8	-0.8
Breakfast sausage and related products[2, 3]	–	2.3	0.9	0.8	0.0	0.3
Ham	0.068	1.6	0.1	2.0	0.0	-0.8
Ham, excluding canned[3]	–	1.3	0.0	1.8	0.6	-2.1
Pork chops[1]	0.046	0.7	-2.8	1.2	1.8	-2.8
Other pork including roasts, steaks, and ribs[1, 2]	0.095	0.5	-1.9	-0.2	0.2	-1.9
Other meats	0.195	2.1	-0.3	-1.8	1.9	-0.8
Frankfurters[3]	–	6.3	-1.7	-3.0	6.7	-1.7
Lunchmeats[1, 2, 3]	–	0.8	0.9	-1.5	0.3	0.9
Poultry	0.356	-0.5	-0.5	0.6	-1.0	-0.4
Chicken[2]	0.280	-2.7	-0.7	-0.1	-0.8	-0.7
Fresh whole chicken[3]	–	-3.2	-1.1	-0.3	-0.6	-0.8
Fresh and frozen chicken parts[3]	–	-2.5	-0.5	0.3	-1.1	-0.3
Other uncooked poultry including turkey[2]	0.076	8.4	0.4	2.4	-0.3	-0.1
Fish and seafood[1]	0.317	7.0	0.4	1.2	0.1	0.4
Fresh fish and seafood[1, 2]	0.168	7.8	1.0	1.8	-0.5	1.0
Processed fish and seafood[2]	0.149	6.4	-0.2	-0.8	1.1	-0.2
Shelf stable fish and seafood[1, 3]	–	6.1	-0.9	0.2	1.4	-0.9
Frozen fish and seafood[3]	–	7.8	-0.4	-1.6	0.2	0.1

See footnotes at end of table.

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, July 2026 — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Jun. 2026	Unadjusted percent change		Seasonally adjusted percent change		
		Jul. 2025- Jul. 2026	Jun. 2026- Jul. 2026	Apr. 2026- May 2026	May 2026- Jun. 2026	Jun. 2026- Jul. 2026
Eggs	0.112	-25.7	-0.4	4.0	4.3	-0.5
Dairy and related products[1]	0.743	-0.5	-0.1	-0.6	1.2	-0.1
Milk[1, 2]	0.195	5.1	0.5	2.2	2.0	0.5
Fresh whole milk[1, 3]	–	6.0	-0.3	2.5	3.3	-0.3
Fresh milk other than whole[1, 2, 3]	–	4.8	0.7	2.2	1.4	0.7
Cheese and related products[1]	0.250	-4.2	-1.0	-2.9	2.8	-1.0
Ice cream and related products	0.108	-1.2	-0.6	0.0	-2.1	-0.1
Other dairy and related products[2]	0.189	-1.1	0.7	-0.3	0.1	-0.4
Fruits and vegetables	1.283	5.1	-0.1	0.2	-0.2	-0.1
Fresh fruits and vegetables	1.016	5.5	-0.2	0.3	-0.5	-0.1
Fresh fruits	0.525	4.9	1.1	0.1	0.4	2.2
Apples	0.079	11.1	2.4	2.4	1.8	2.2
Bananas[1]	0.058	0.6	0.0	-1.8	1.3	0.0
Citrus fruits[2]	0.080	3.8	0.5	-0.2	3.4	-1.2
Oranges, including tangerines[3]	–	-0.5	2.7	-0.4	1.7	0.1
Other fresh fruits[2]	0.308	4.8	1.2	0.8	0.7	2.9
Fresh vegetables	0.492	6.3	-1.6	0.5	-1.4	-2.6
Potatoes	0.069	3.4	1.8	2.5	2.2	0.2
Lettuce	0.050	7.5	-15.1	16.4	6.5	-16.4
Tomatoes	0.068	12.8	-3.9	-6.1	-10.0	-4.3
Other fresh vegetables	0.305	5.0	0.3	-0.3	-1.6	-0.4
Processed fruits and vegetables[2]	0.267	2.4	0.0	-0.2	0.6	-0.3
Canned fruits and vegetables[2]	0.101	3.7	-0.8	0.0	0.3	-1.2
Canned fruits[1, 2, 3]	–	4.0	-2.9	0.5	1.3	-2.9
Canned vegetables[2, 3]	–	3.2	0.1	0.4	-0.2	-0.4
Frozen fruits and vegetables[2]	0.085	1.2	-0.1	-0.9	1.5	-0.3
Frozen vegetables[3]	–	1.2	0.4	-2.1	2.1	0.0
Other processed fruits and vegetables including dried[2]	0.080	2.3	1.3	-0.7	0.5	0.9
Dried beans, peas, and lentils[1, 2, 3]	–	1.4	1.5	0.1	0.7	1.5
Nonalcoholic beverages and beverage materials	0.981	4.1	0.7	0.6	-1.5	0.9
Juices and nonalcoholic drinks[2]	0.663	2.9	0.8	0.3	-1.2	0.9
Carbonated drinks	0.325	3.0	0.1	0.4	-0.7	0.2
Frozen noncarbonated juices and drinks[1, 2]	0.004	-0.1	-0.3	0.0	0.1	-0.3
Nonfrozen noncarbonated juices and drinks[2]	0.334	3.2	1.4	0.3	-1.7	1.5
Beverage materials including coffee and tea[2]	0.318	6.7	0.5	1.1	-2.0	0.3
Coffee	0.224	10.3	0.3	0.6	-2.0	-0.1
Roasted coffee[3]	–	9.4	0.1	0.7	-2.1	-0.4
Instant coffee[1, 3]	–	15.8	1.6	0.4	-1.8	1.6
Other beverage materials including tea[1, 2]	0.094	0.8	1.1	2.1	-2.3	1.1
Other food at home	2.242	2.5	-0.2	0.0	0.5	0.0
Sugar and sweets	0.330	7.4	0.1	1.4	0.6	0.5
Sugar and sugar substitutes	0.032	0.5	0.8	-0.1	-0.7	1.0
Candy and chewing gum[2]	0.243	9.6	-0.1	2.1	0.9	0.1
Other sweets[1, 2]	0.055	2.7	0.6	0.4	-0.8	0.6
Fats and oils	0.219	-1.5	-0.2	-2.4	1.5	-0.3
Butter and margarine[2]	0.062	-5.8	1.0	-2.2	-0.2	0.8
Butter[3]	–	-8.1	0.7	-2.1	-1.4	-0.2
Margarine[3]	–	-1.7	1.3	-2.3	1.8	2.9
Salad dressing[1, 2]	0.050	-4.3	-2.7	-4.9	3.4	-2.7
Other fats and oils including peanut butter[2]	0.107	1.6	0.3	-1.0	1.4	0.5
Peanut butter[1, 2, 3]	–	1.8	0.0	-2.2	1.9	0.0
Other foods	1.693	2.1	-0.3	0.1	0.3	-0.1
Soups	0.089	2.8	0.1	1.0	-0.1	0.2

See footnotes at end of table.

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, July 2026 — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Jun. 2026	Unadjusted percent change		Seasonally adjusted percent change		
		Jul. 2025- Jul. 2026	Jun. 2026- Jul. 2026	Apr. 2026- May 2026	May 2026- Jun. 2026	Jun. 2026- Jul. 2026
Frozen and freeze dried prepared foods	0.296	-0.4	-0.1	-1.0	1.6	-0.7
Snacks	0.365	1.9	-0.5	-0.3	0.1	0.3
Spices, seasonings, condiments, sauces	0.320	3.7	0.6	0.0	0.5	0.4
Salt and other seasonings and spices[2, 3]	–	5.4	-0.2	-0.6	2.0	-0.4
Olives, pickles, relishes[2, 3]	–	2.6	1.1	0.2	-1.6	1.4
Sauces and gravies[2, 3]	–	2.4	1.1	0.7	-0.8	1.0
Other condiments[3]	–	4.7	0.6	5.5	-3.0	0.7
Baby food and formula[1, 2]	0.052	1.8	0.7	1.6	1.8	0.7
Other miscellaneous foods[1, 2]	0.572	2.8	-0.8	0.3	0.3	-0.8
Prepared salads[3, 4]	–	0.2	-0.6	0.4	-0.8	-1.0
Food away from home[1]	5.290	3.4	0.3	0.3	0.2	0.3
Full service meals and snacks[1, 2]	2.346	3.4	0.2	0.3	0.4	0.2
Limited service meals and snacks[1, 2]	2.645	3.3	0.4	0.3	0.1	0.4
Food at employee sites and schools[1, 2]	0.064	1.6	0.5	0.0	0.9	0.5
Food at elementary and secondary schools[1, 3, 5]	–	–	–	–	–	–
Food from vending machines and mobile vendors[1, 2]	0.052	2.6	0.3	0.4	-0.1	0.3
Other food away from home[2]	0.183	5.2	0.8	0.1	-0.1	1.0
Energy	7.432	14.7	-1.2	3.9	-5.7	-1.5
Energy commodities	4.132	24.7	-2.1	6.7	-9.5	-2.9
Fuel oil and other fuels	0.161	22.4	0.3	3.3	-6.6	-0.8
Fuel oil	0.106	39.1	1.0	3.8	-9.2	-1.7
Propane, kerosene, and firewood[6]	0.055	-0.5	-1.0	2.5	-1.5	0.1
Motor fuel	3.971	24.8	-2.2	6.8	-9.6	-3.0
Gasoline (all types)	3.852	24.6	-2.1	7.0	-9.7	-2.9
Gasoline, unleaded regular[3]	–	25.3	-2.1	7.4	-10.1	-2.9
Gasoline, unleaded midgrade[3, 7]	–	23.0	-1.9	6.2	-8.4	-2.8
Gasoline, unleaded premium[3]	–	21.5	-2.2	5.5	-7.3	-2.7
Other motor fuels[1, 2]	0.119	30.7	-5.5	0.8	-7.2	-5.5
Energy services	3.300	4.3	0.1	0.4	-0.7	0.3
Electricity	2.552	4.2	0.0	0.6	-1.0	0.1
Utility (piped) gas service	0.748	4.3	0.5	-0.5	0.5	0.7
All items less food and energy	79.047	2.5	0.1	0.2	0.0	0.2
Commodities less food and energy commodities	18.829	0.8	0.1	-0.1	-0.1	0.2
Household furnishings and supplies[8]	3.328	0.8	-0.2	-0.2	-0.1	0.1
Window and floor coverings and other linens[2]	0.233	-2.5	-0.8	-0.7	-0.2	0.5
Floor coverings[1, 2]	0.067	-1.7	-1.5	-1.3	-0.3	-1.5
Window coverings[1, 2]	0.045	4.6	-1.8	-1.6	2.6	-1.8
Other linens[2]	0.121	-5.7	0.0	-0.9	-0.7	1.6
Furniture and bedding[1]	0.856	0.5	0.0	-0.7	0.5	0.0
Bedroom furniture[1]	0.291	-0.2	1.0	-1.1	-0.5	1.0
Living room, kitchen, and dining room furniture[1, 2]	0.432	1.1	-0.5	-0.5	1.5	-0.5
Other furniture[2]	0.128	-0.2	-0.9	-1.3	-0.8	1.0
Appliances[2]	0.196	-1.0	0.7	0.5	-1.5	0.8
Major appliances[2]	0.065	-4.1	-2.2	2.1	-0.8	-1.9
Laundry equipment[1, 3]	–	-0.1	-1.7	5.6	1.3	-1.7
Other appliances[2]	0.129	0.8	2.1	-0.3	-1.7	2.2
Other household equipment and furnishings[2]	0.543	-0.1	-1.3	-0.7	-0.4	-1.0
Clocks, lamps, and decorator items[1]	0.309	-4.5	-1.1	-2.1	-1.2	-1.1
Indoor plants and flowers[9]	0.117	4.7	-0.6	0.2	0.5	0.2
Dishes and flatware[1, 2]	0.046	10.4	-1.0	-1.9	0.5	-1.0
Nonelectric cookware and tableware[2]	0.072	6.4	-3.5	0.8	0.7	-3.5
Tools, hardware, outdoor equipment and supplies[1, 2]	0.669	1.6	0.2	-0.6	-0.6	0.2
Tools, hardware and supplies[2]	0.210	3.5	-0.5	0.2	1.2	-0.4

See footnotes at end of table.

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, July 2026 — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Jun. 2026	Unadjusted percent change		Seasonally adjusted percent change		
		Jul. 2025- Jul. 2026	Jun. 2026- Jul. 2026	Apr. 2026- May 2026	May 2026- Jun. 2026	Jun. 2026- Jul. 2026
Outdoor equipment and supplies[1, 2]	0.283	0.0	0.7	-1.0	-1.6	0.7
Housekeeping supplies[1]	0.831	2.5	0.1	0.5	0.3	0.1
Household cleaning products[1, 2]	0.302	3.2	0.3	1.1	1.1	0.3
Household paper products[1, 2]	0.170	0.8	0.9	-0.3	-1.1	0.9
Miscellaneous household products[1, 2]	0.358	2.8	-0.5	0.4	0.4	-0.5
Apparel	2.437	3.9	-1.3	0.3	-0.6	0.1
Men's and boys' apparel	0.605	3.5	-1.1	0.4	-0.1	0.7
Men's apparel	0.485	3.5	-1.4	0.4	0.1	0.1
Men's suits, sport coats, and outerwear	0.099	-1.3	-2.8	1.2	0.3	-0.3
Men's underwear, nightwear, swimwear, and accessories	0.135	6.2	-0.5	-0.5	1.2	0.5
Men's shirts and sweaters[2]	0.128	3.6	-2.3	-1.1	-1.0	-0.5
Men's pants and shorts	0.119	4.2	-0.4	1.3	0.3	0.2
Boys' apparel	0.119	3.3	0.3	-0.6	-0.2	1.6
Women's and girls' apparel	0.969	3.2	-2.9	-0.5	0.0	-0.7
Women's apparel	0.822	2.9	-2.9	-0.6	0.0	-0.8
Women's outerwear	0.066	3.0	0.4	-2.9	-2.1	2.9
Women's dresses	0.110	-4.9	-6.6	-3.2	0.0	-2.7
Women's suits and separates[2]	0.385	5.2	-3.8	0.1	0.9	-1.0
Women's underwear, nightwear, swimwear, and accessories[2]	0.245	3.8	-0.7	0.8	0.5	-0.1
Girls' apparel	0.147	5.3	-2.9	0.2	-0.2	-0.2
Footwear	0.591	3.4	-0.2	0.6	-0.3	0.5
Men's footwear	0.192	2.8	0.8	-0.2	0.1	1.1
Boys' and girls' footwear[1]	0.126	2.1	-1.9	-0.1	0.7	-1.9
Women's footwear	0.273	4.5	-0.1	1.3	-1.0	0.5
Infants' and toddlers' apparel	0.097	-1.7	-1.8	1.0	-1.4	-1.4
Jewelry and watches[6]	0.175	14.4	3.6	2.9	-5.2	2.2
Watches[1, 6]	0.035	10.6	3.6	-1.2	-1.0	3.6
Jewelry[6]	0.140	15.2	3.7	3.7	-6.0	1.7
Transportation commodities less motor fuel[8]	6.842	-0.2	0.4	-0.1	-0.1	0.2
New vehicles	3.751	0.5	0.1	-0.3	0.0	0.1
New cars[3]	–	1.1	0.1	-0.1	-0.2	0.0
New trucks[3, 10]	–	0.5	0.1	-0.3	0.0	0.1
Used cars and trucks	2.679	-1.9	0.7	0.1	-0.2	0.4
Motor vehicle parts and equipment[1]	0.338	1.5	0.6	-0.7	0.2	0.6
Tires[1]	0.283	0.7	0.2	-0.8	0.1	0.2
Vehicle accessories other than tires[1, 2]	0.055	5.5	2.5	-0.3	1.0	2.5
Vehicle parts and equipment other than tires[1, 3]	–	6.6	2.4	-0.3	1.2	2.4
Motor oil, coolant, and fluids[1, 3]	–	4.3	5.5	–	1.3	5.5
Medical care commodities[1]	1.412	-2.7	-0.6	-0.7	-0.2	-0.6
Medicinal drugs[1, 8]	1.282	-2.7	-0.5	-0.8	0.0	-0.5
Prescription drugs[1]	0.919	-3.1	-0.8	-0.9	-0.1	-0.8
Nonprescription drugs[8]	0.362	-1.7	0.2	-0.8	0.1	-0.3
Medical equipment and supplies[1, 8]	0.130	-2.7	-1.6	0.0	-1.4	-1.6
Recreation commodities[8]	1.916	3.1	0.6	-0.1	0.9	0.6
Video and audio products[8]	0.259	2.4	1.5	-0.6	0.7	1.2
Televisions[11]	0.105	-0.8	2.4	-1.5	0.1	1.7
Other video equipment[11]	0.019	10.0	2.1	0.6	7.7	2.1
Audio equipment[1]	0.045	-1.5	0.3	-0.7	0.0	0.3
Recorded music and music subscriptions[1, 2]	0.084	8.0	0.8	0.4	0.5	0.8
Pets and pet products[1]	0.600	1.7	0.7	-0.7	0.1	0.7
Pet food and treats[1, 2, 3]	–	1.3	0.5	-0.4	0.2	0.5
Purchase of pets, pet supplies, accessories[1, 2, 3]	–	1.7	0.8	-1.3	0.0	0.8

See footnotes at end of table.

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, July 2026 — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Jun. 2026	Unadjusted percent change		Seasonally adjusted percent change		
		Jul. 2025- Jul. 2026	Jun. 2026- Jul. 2026	Apr. 2026- May 2026	May 2026- Jun. 2026	Jun. 2026- Jul. 2026
Sporting goods[1]	0.531	4.3	0.1	0.7	1.6	0.1
Sports vehicles including bicycles[1]	0.285	5.6	0.5	0.9	2.5	0.5
Sports equipment[1]	0.234	2.9	-0.3	0.6	0.4	-0.3
Photographic equipment and supplies[1]	0.025	0.0	-1.4	-0.2	-2.7	-1.4
Photographic equipment[1, 2, 3]	–	-0.7	-1.4	-0.4	-2.8	-1.4
Recreational reading materials[1]	0.110	2.2	2.2	1.6	0.0	2.2
Newspapers and magazines[1, 2]	0.055	6.0	-0.5	2.5	2.2	-0.5
Recreational books[1, 2]	0.055	-1.2	4.9	0.7	-2.2	4.9
Other recreational goods[2]	0.391	4.5	0.0	-0.2	1.9	0.5
Toys	0.305	4.0	0.2	0.0	2.5	0.8
Toys, games, hobbies and playground equipment[2, 3]	–	3.8	0.0	0.3	3.3	0.7
Sewing machines, fabric and supplies[1, 2]	0.028	12.9	-0.9	-1.9	-1.6	-0.9
Music instruments and accessories[1, 2]	0.043	3.8	-0.6	-0.2	0.1	-0.6
Education and communication commodities[8]	0.774	-4.5	1.8	0.0	-0.8	1.3
Educational books and supplies[1]	0.037	1.2	0.8	–	1.0	0.8
College textbooks[1, 3, 12]	–	-0.4	0.7	1.7	1.2	0.7
Information technology commodities[8]	0.736	-4.8	1.9	-0.1	-0.9	1.4
Computers, peripherals, and smart home assistants[1, 4]	0.298	3.9	3.5	0.2	-0.7	3.5
Computer software and accessories[1, 2]	0.031	21.2	0.5	0.0	2.3	0.5
Telephone hardware, calculators, and other consumer information items[11]	0.407	-11.8	0.8	-0.2	-1.3	-0.1
Smartphones[1, 3, 13]	–	-10.9	1.1	-0.1	-0.8	1.1
Alcoholic beverages[1]	0.823	2.1	0.2	0.1	0.0	0.2
Alcoholic beverages at home	0.386	0.6	-0.1	0.1	-0.2	0.0
Beer, ale, and other malt beverages at home[1]	0.134	2.8	-0.1	0.3	0.0	-0.1
Distilled spirits at home[1]	0.087	0.2	0.6	-0.5	0.0	0.6
Whiskey at home[1, 3]	–	1.7	0.9	0.0	0.2	0.9
Distilled spirits, excluding whiskey, at home[1, 3]	–	-0.1	0.6	-0.9	-0.1	0.6
Wine at home	0.165	-0.9	-0.4	0.1	-0.5	-0.1
Alcoholic beverages away from home[1]	0.437	3.6	0.4	0.1	0.3	0.4
Beer, ale, and other malt beverages away from home[1, 2, 3]	–	3.2	0.4	-0.1	0.2	0.4
Wine away from home[1, 2, 3]	–	1.8	0.3	0.5	0.5	0.3
Distilled spirits away from home[1, 2, 3]	–	3.6	0.7	0.1	0.6	0.7
Other goods[8]	1.297	4.2	0.3	0.1	-0.2	0.4
Tobacco and smoking products[1, 11]	0.445	6.7	0.5	1.0	-0.7	0.5
Cigarettes[1, 2]	0.327	7.3	0.4	1.2	-0.5	0.4
Tobacco products other than cigarettes[1, 2]	0.114	4.7	0.9	0.4	-1.2	0.9
Personal care products	0.670	3.1	0.4	-0.1	0.2	0.2
Hair, dental, shaving, and miscellaneous personal care products[1, 2]	0.320	3.4	0.1	-0.1	0.3	0.1
Cosmetics, perfume, bath, nail preparations and implements[1]	0.340	3.0	0.6	-0.4	0.1	0.6
Miscellaneous personal goods[2]	0.182	1.2	-0.6	-1.0	-0.6	0.5
Stationery, stationery supplies, gift wrap[3]	–	1.1	-2.9	-0.1	-0.7	-0.9
Services less energy services	60.217	3.0	0.1	0.3	0.0	0.2
Shelter	35.304	3.2	0.1	0.3	0.1	0.1
Rent of shelter[14]	35.016	3.2	0.1	0.3	0.1	0.1
Rent of primary residence	7.716	2.9	0.2	0.4	0.1	0.3
Lodging away from home[2]	1.450	3.0	-3.4	0.4	-2.3	-2.8
Lodging while at school[14]	0.215	3.0	0.6	0.2	0.1	0.3
Other lodging away from home including hotels and motels	1.236	2.6	-4.0	0.5	-2.8	-3.3

See footnotes at end of table.

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, July 2026 — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Jun. 2026	Unadjusted percent change		Seasonally adjusted percent change		
		Jul. 2025- Jul. 2026	Jun. 2026- Jul. 2026	Apr. 2026- May 2026	May 2026- Jun. 2026	Jun. 2026- Jul. 2026
Owners' equivalent rent of residences[14]	25.849	3.2	0.3	0.3	0.2	0.3
Owners' equivalent rent of primary residence[14]	24.886	3.2	0.3	0.3	0.2	0.3
Tenants' and household insurance[1, 2]	0.288	4.8	-0.1	0.5	0.2	-0.1
Water and sewer and trash collection services[2]	1.140	4.6	0.4	0.2	0.3	0.4
Water and sewerage maintenance[1]	0.783	5.0	0.2	0.2	0.4	0.2
Garbage and trash collection[1, 10]	0.357	3.9	0.9	0.2	0.1	0.9
Household operations[1, 2]	–	–	–	–	–	–
Domestic services[1, 2]	–	–	–	–	–	–
Gardening and lawncare services[1, 2]	0.390	12.3	0.5	-2.6	4.3	0.5
Moving, storage, freight expense[2]	0.078	-3.9	-0.6	-0.7	-0.2	-1.2
Repair of household items[1, 2]	–	–	–	–	–	–
Medical care services	6.840	2.7	0.3	0.5	-0.1	0.6
Professional services[1]	3.408	3.4	0.4	0.5	-0.1	0.4
Physicians' services[1]	1.660	2.4	0.2	0.0	-0.2	0.2
Dental services[1]	0.917	5.1	0.5	1.9	0.0	0.5
Eyeglasses and eye care[1, 6]	0.317	1.8	0.3	0.0	0.0	0.3
Services by other medical professionals[1, 6]	–	–	–	–	–	–
Hospital and related services[1, 11]	2.607	5.4	0.4	0.6	0.1	0.4
Hospital services[1, 15]	2.156	5.2	0.5	0.7	0.1	0.5
Inpatient hospital services[1, 3, 15]	–	5.2	–	–	–	–
Outpatient hospital services[1, 3, 6]	–	5.8	0.4	0.6	0.2	0.4
Nursing homes and adult day services[1, 15]	0.221	4.2	-0.1	0.5	0.0	-0.1
Home health care[1, 5]	0.229	9.7	-0.5	0.4	0.0	-0.5
Health insurance[1, 5]	0.826	-8.0	-0.2	-0.1	-0.5	-0.2
Transportation services	6.352	2.9	-0.7	-0.6	-0.3	0.3
Leased cars and trucks[1, 12]	0.384	-1.1	0.3	0.0	-0.2	0.3
Car and truck rental[2]	0.157	-3.9	2.8	-4.2	5.1	-3.0
Motor vehicle maintenance and repair[1]	1.048	6.6	0.6	0.8	1.1	0.6
Motor vehicle body work[1]	0.058	3.6	–	–	–	–
Motor vehicle maintenance and servicing[1]	0.519	7.3	0.6	0.5	0.6	0.6
Motor vehicle repair[1, 2]	0.403	6.2	1.0	1.0	1.9	1.0
Motor vehicle insurance	2.570	-4.5	-0.3	-1.7	-2.0	-0.3
Motor vehicle fees[1, 2]	0.510	2.5	-1.0	0.2	-0.4	-1.0
State motor vehicle registration and license fees[1, 2]	0.296	3.5	-0.4	0.0	0.0	-0.4
Parking and other fees[1, 2]	0.194	1.2	-1.8	0.7	-0.9	-1.8
Parking fees and tolls[2, 3]	–	3.5	0.4	1.0	-0.2	0.1
Public transportation	1.683	16.1	-2.6	0.3	0.9	1.7
Airline fares	1.091	25.5	-3.9	2.7	0.2	2.2
Other intercity transportation	0.232	-4.4	-2.1	-0.7	-1.6	-2.1
Ship fare[1, 2, 3]	–	-8.4	-4.2	-1.8	-1.7	-4.2
Intracity transportation[1]	0.355	7.0	1.2	-2.3	1.6	1.2
Intracity mass transit[1, 3, 8]	–	–	–	–	–	–
Recreation services[8]	3.154	2.2	0.0	0.5	0.3	0.0
Video and audio services[8]	0.777	3.7	0.7	-0.1	0.5	0.8
Cable, satellite, and live streaming television service[10]	0.595	2.8	0.3	0.4	0.7	0.4
Purchase, subscription, and rental of video[1, 2]	0.181	7.8	2.0	-1.7	-0.3	2.0
Video discs and other media[1, 2, 3]	–	9.2	7.2	-3.8	-6.6	7.2
Subscription and rental of video and video games[1, 2, 3]	–	13.4	-0.2	-1.3	-0.5	-0.2
Pet services including veterinary[2]	0.543	4.5	-0.2	0.5	0.6	-0.1
Pet services[2, 3]	–	5.1	-0.1	1.4	0.5	-0.3
Veterinarian services[1, 2, 3]	–	4.7	-0.2	-0.1	0.2	-0.2

See footnotes at end of table.

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, July 2026 — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Jun. 2026	Unadjusted percent change		Seasonally adjusted percent change		
		Jul. 2025- Jul. 2026	Jun. 2026- Jul. 2026	Apr. 2026- May 2026	May 2026- Jun. 2026	Jun. 2026- Jul. 2026
Photographers and photo processing[1, 2]	0.036	0.9	-0.1	1.0	-3.1	-0.1
Other recreation services[2]	1.798	1.0	-0.3	0.7	0.2	-0.3
Club membership for shopping clubs, fraternal, or other organizations, or participant sports fees[2]	0.740	-1.1	0.3	0.5	0.0	0.2
Admissions[1]	0.695	3.0	-0.9	1.1	0.4	-0.9
Admission to movies, theaters, and concerts[1, 2, 3]	–	2.3	-0.4	-0.4	-1.0	-0.4
Admission to sporting events[1, 2, 3]	–	2.1	-2.0	2.8	3.3	-2.0
Fees for lessons or instructions[1, 6]	0.155	1.3	0.1	0.3	-0.3	0.1
Education and communication services[8]	4.904	1.3	0.5	0.9	-0.8	0.5
Tuition, other school fees, and childcare	2.499	2.7	0.6	0.0	0.1	0.5
College tuition and fees	1.313	2.2	0.8	0.0	0.1	0.7
Elementary and high school tuition and fees[11]	0.400	3.4	0.7	0.0	-0.2	0.5
Day care and preschool[9]	0.683	3.4	0.3	0.1	0.4	0.3
Technical and vocational school tuition and fixed fees[2]	0.045	1.4	0.4	0.0	-0.1	0.0
Postage and delivery services[2]	0.067	13.3	-0.1	5.2	0.4	0.2
Postage	0.062	13.3	0.0	5.4	0.5	0.3
Delivery services[2]	0.005	12.6	-1.0	2.6	-0.3	-1.1
Telephone services[1, 2]	1.413	-3.0	0.6	2.0	-3.0	0.6
Wireless telephone services[1, 2]	1.289	-3.6	0.6	2.2	-3.3	0.6
Residential telephone services[1, 8]	0.124	2.4	0.1	-0.6	0.6	0.1
Internet services and electronic information providers[1, 2]	0.915	3.5	0.1	1.2	0.2	0.1
Other personal services[1, 8]	1.608	4.4	-0.2	1.4	0.5	-0.2
Personal care services[1]	0.667	4.4	0.1	0.5	1.3	0.1
Haircuts and other personal care services[1, 2]	0.667	4.4	0.1	0.5	1.3	0.1
Miscellaneous personal services[1]	0.941	4.5	-0.3	2.1	-0.1	-0.3
Legal services[1, 6]	–	–	–	–	–	–
Funeral expenses[1, 6]	0.164	3.0	-0.1	-1.1	-0.1	-0.1
Laundry and dry cleaning services[1, 2]	0.130	5.3	0.4	0.1	0.5	0.4
Apparel services other than laundry and dry cleaning[1, 2]	0.029	6.6	0.3	0.9	0.6	0.3
Financial services[1, 6]	0.241	1.8	-1.3	8.3	-0.8	-1.3
Checking account and other bank services[1, 2, 3]	–	-1.4	-2.0	0.4	-0.1	-2.0
Tax return preparation and other accounting fees[1, 2, 3]	–	4.1	-0.4	11.8	-1.4	-0.4

[1] Not seasonally adjusted.
[2] Indexes on a December 1997=100 base.
[3] Special index based on a substantially smaller sample.
[4] Indexes on a December 2007=100 base.
[5] Indexes on a December 2005=100 base.
[6] Indexes on a December 1986=100 base.
[7] Indexes on a December 1993=100 base.
[8] Indexes on a December 2009=100 base.
[9] Indexes on a December 1990=100 base.
[10] Indexes on a December 1983=100 base.
[11] Indexes on a December 2024=100 base.
[12] Indexes on a December 2001=100 base.
[13] Indexes on a December 2019=100 base.
[14] Indexes on a December 1982=100 base.
[15] Indexes on a December 1996=100 base.

Table 3. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, special aggregate indexes, July 2026

[1982-84=100, unless otherwise noted]

Special aggregate indexes	Relative importance Jun. 2026	Unadjusted indexes			Unadjusted percent change		Seasonally adjusted percent change		
		Jul. 2025	Jun. 2026	Jul. 2026	Jul. 2025-Jul. 2026	Jun. 2026-Jul. 2026	Apr. 2026-May 2026	May 2026-Jun. 2026	Jun. 2026-Jul. 2026
All items less food	86.478	320.408	331.486	331.383	3.4	0.0	0.5	-0.5	0.1
All items less shelter	64.696	290.116	300.389	300.178	3.5	-0.1	0.6	-0.7	0.0
All items less food and shelter	51.174	277.922	288.270	287.920	3.6	-0.1	0.7	-1.0	0.0
All items less food, shelter, and energy	43.743	280.601	285.840	285.996	1.9	0.1	0.1	-0.1	0.3
All items less food, shelter, energy, and used cars and trucks	41.064	285.703	291.821	291.855	2.2	0.0	0.1	-0.1	0.3
All items less medical care	91.748	310.451	321.458	321.373	3.5	0.0	0.5	-0.4	0.0
All items less energy	92.568	329.713	337.847	338.124	2.6	0.1	0.2	0.0	0.2
Commodities	36.483	225.508	234.622	234.227	3.9	-0.2	0.8	-1.1	-0.2
Commodities less food, energy, and used cars and trucks	16.151	164.380	166.453	166.364	1.2	-0.1	-0.1	-0.1	0.2
Commodities less food	22.961	178.144	186.595	185.960	4.4	-0.3	1.1	-1.9	-0.3
Commodities less food and beverages	22.138	174.234	182.688	182.031	4.5	-0.4	1.1	-1.9	-0.4
Services	63.517	419.436	431.993	432.343	3.1	0.1	0.3	0.0	0.2
Services less rent of shelter[1]	28.502	433.583	446.283	446.532	3.0	0.1	0.5	-0.2	0.2
Services less medical care services	56.677	402.699	415.089	415.297	3.1	0.1	0.4	0.0	0.1
Durables	10.542	124.252	123.592	124.046	-0.2	0.4	-0.1	0.0	0.3
Nondurables	25.941	279.927	296.787	295.642	5.6	-0.4	1.2	-1.5	-0.3
Nondurables less food	12.419	230.255	252.530	250.155	8.6	-0.9	2.2	-3.2	-0.8
Nondurables less food and beverages	11.596	226.293	249.531	246.986	9.1	-1.0	2.4	-3.4	-0.9
Nondurables less food, beverages, and apparel	9.159	291.647	325.707	322.607	10.6	-1.0	2.9	-4.2	-1.2
Nondurables less food and apparel	9.982	290.413	321.803	319.040	9.9	-0.9	2.7	-3.9	-1.1
Housing	44.149	348.210	359.189	359.556	3.3	0.1	0.2	0.0	0.1
Education and communication[2]	5.677	146.696	146.505	147.498	0.5	0.7	0.8	-0.8	0.6
Education[2]	2.537	309.439	315.867	317.815	2.7	0.6	0.0	0.1	0.5
Communication[2]	3.141	73.029	71.613	72.134	-1.2	0.7	1.3	-1.5	0.6
Information and information processing[2]	3.074	68.619	67.098	67.598	-1.5	0.7	1.2	-1.5	0.6
Information technology, hardware and services[3]	1.661	100.744	99.663	100.538	-0.2	0.9	0.6	-0.3	0.7
Recreation[2]	5.070	141.587	144.945	145.242	2.6	0.2	0.3	0.5	0.2
Video and audio[2]	1.036	120.103	123.181	124.278	3.5	0.9	-0.2	0.5	0.9
Pets, pet products and services[2]	1.143	229.728	236.007	236.640	3.0	0.3	-0.1	0.4	0.3
Photography[2]	0.061	85.459	86.488	85.938	0.6	-0.6	0.5	-2.9	-0.6
Food and beverages	14.345	337.077	346.505	346.945	2.9	0.1	0.2	0.2	0.1
Domestically produced farm food	6.875	323.572	331.439	331.066	2.3	-0.1	0.0	0.4	-0.1
Other services	9.665	427.263	435.418	436.379	2.1	0.2	0.8	-0.2	0.2
Apparel less footwear	1.846	120.649	127.576	125.492	4.0	-1.6	0.2	-0.6	0.0
Fuels and utilities	4.602	337.149	353.080	353.712	4.9	0.2	0.4	-0.7	0.3
Household energy	3.461	283.847	297.827	298.097	5.0	0.1	0.5	-1.0	0.2
Medical care	8.252	583.856	592.750	593.781	1.7	0.2	0.3	-0.1	0.4
Transportation	17.165	273.452	291.226	289.420	5.8	-0.6	1.3	-2.5	-0.5
Private transportation	15.482	274.289	288.841	287.661	4.9	-0.4	1.4	-2.8	-0.7
New and used motor vehicles[2]	7.045	126.914	125.880	126.403	-0.4	0.4	-0.2	0.0	0.2
Utilities and public transportation	8.131	268.500	282.891	282.010	5.0	-0.3	1.1	-0.7	0.3
Household furnishings and operations	4.243	152.865	156.168	156.223	2.2	0.0	-0.6	0.2	0.1
Other goods and services	2.905	582.371	607.199	607.421	4.3	0.0	1.0	0.1	0.1
Personal care	2.460	292.613	303.969	303.827	3.8	0.0	1.0	0.2	0.0

[1] Indexes on a December 1982=100 base.
[2] Indexes on a December 1997=100 base.
[3] Indexes on a December 2024=100 base.

Table 4. Consumer Price Index for All Urban Consumers (CPI-U): Selected areas, all items index, July 2026

[1982-84=100, unless otherwise noted]

Area	Pricing Schedule[1]	Percent change to Jul. 2026 from:			Percent change to Jun. 2026 from:		
		Jul. 2025	May 2026	Jun. 2026	Jun. 2025	Apr. 2026	May 2026
U.S. city average	M	3.4	-0.4	0.0	3.5	0.3	-0.3
Region and area size[2]							
Northeast	M	4.1	-0.3	0.0	4.3	0.6	-0.2
Northeast - Size Class A	M	4.3	-0.1	0.2	4.1	0.4	-0.2
Northeast - Size Class B/C[3]	M	3.9	-0.5	-0.3	4.6	0.7	-0.2
New England[4]	M	3.9	-0.3	-0.1	4.2	0.6	-0.2
Middle Atlantic[4]	M	4.2	-0.2	0.0	4.4	0.5	-0.2
Midwest	M	3.5	-0.7	-0.2	3.8	0.7	-0.5
Midwest - Size Class A	M	3.0	-0.7	-0.2	3.3	0.7	-0.4
Midwest - Size Class B/C[3]	M	3.8	-0.7	-0.2	4.2	0.7	-0.5
East North Central[4]	M	3.4	-0.6	-0.1	3.6	0.6	-0.5
West North Central[4]	M	3.7	-0.8	-0.5	4.4	0.9	-0.3
South	M	3.2	-0.3	0.1	3.2	0.0	-0.4
South - Size Class A	M	2.8	-0.3	0.2	2.7	-0.2	-0.5
South - Size Class B/C[3]	M	3.4	-0.3	0.1	3.5	0.2	-0.4
South Atlantic[4]	M	3.4	-0.2	0.1	3.5	0.4	-0.2
East South Central[4]	M	3.5	-0.3	0.1	3.8	0.2	-0.3
West South Central[4]	M	2.5	-0.6	0.3	2.3	-0.7	-0.9
West	M	3.0	-0.3	0.0	3.2	0.1	-0.2
West - Size Class A	M	3.4	-0.2	0.1	3.5	0.2	-0.3
West - Size Class B/C[3]	M	2.6	-0.4	-0.2	2.9	0.1	-0.2
Mountain[4]	M	2.7	-0.5	0.0	3.0	0.0	-0.5
Pacific[4]	M	3.1	-0.2	0.0	3.3	0.2	-0.2
Size classes							
Size Class A[5]	M	3.3	-0.3	0.1	3.3	0.2	-0.4
Size Class B/C[3]	M	3.4	-0.4	-0.1	3.7	0.4	-0.3
Selected local areas							
Chicago-Naperville-Elgin, IL-IN-WI	M	2.5	-1.1	-0.1	2.5	0.2	-0.9
Los Angeles-Long Beach-Anaheim, CA	M	3.4	0.0	0.3	3.3	-0.2	-0.3
New York-Newark-Jersey City, NY-NJ-PA	M	4.6	0.2	0.5	4.1	0.2	-0.2
Atlanta-Sandy Springs-Roswell, GA	2	–	–	–	2.8	0.5	–
Baltimore-Columbia-Towson, MD[6]	2	–	–	–	2.7	-0.6	–
Detroit-Warren-Dearborn, MI	2	–	–	–	4.0	0.7	–
Houston-The Woodlands-Sugar Land, TX	2	–	–	–	0.8	-1.6	–
Miami-Fort Lauderdale-West Palm Beach, FL	2	–	–	–	3.4	0.1	–
Philadelphia-Camden-Wilmington, PA-NJ-DE-MD	2	–	–	–	5.4	1.3	–
Phoenix-Mesa-Scottsdale, AZ[7]	2	–	–	–	2.8	0.0	–
San Francisco-Oakland-Hayward, CA	2	–	–	–	3.8	0.2	–
Seattle-Tacoma-Bellevue, WA	2	–	–	–	4.5	1.0	–
St. Louis, MO-IL	2	–	–	–	2.9	0.5	–
Urban Alaska	2	–	–	–	3.3	-0.8	–
Boston-Cambridge-Newton, MA-NH	1	3.7	0.2	–	–	–	–
Dallas-Fort Worth-Arlington, TX	1	2.9	-0.1	–	–	–	–
Denver-Aurora-Lakewood, CO	1	3.9	-0.7	–	–	–	–
Minneapolis-St.Paul-Bloomington, MN-WI	1	3.2	-0.6	–	–	–	–
Riverside-San Bernardino-Ontario, CA[4]	1	3.2	-0.1	–	–	–	–
San Diego-Carlsbad, CA	1	2.7	-0.2	–	–	–	–
Tampa-St. Petersburg-Clearwater, FL[8]	1	1.9	-0.1	–	–	–	–
Urban Hawaii	1	5.6	0.1	–	–	–	–
Washington-Arlington-Alexandria, DC-VA-MD-WV[6]	1	4.0	0.3	–	–	–	–

[1] Foods, fuels, and several other items are priced every month in all areas. Most other goods and services are priced as indicated: M - Every month. 1 - January, March, May, July, September, and November. 2 - February, April, June, August, October, and December.

[2] Regions defined as the four Census regions.

[3] Indexes on a December 1996=100 base.

[4] Indexes on a December 2017=100 base.

[5] Indexes on a December 1986=100 base.

[6] 1998 - 2017 indexes based on substantially smaller sample.

[7] Indexes on a December 2001=100 base.

[8] Indexes on a 1987=100 base.

NOTE: Local area indexes are byproducts of the national CPI program. Each local index has a smaller sample size than the national index and is, therefore, subject to substantially more sampling and other measurement error. As a result, local area indexes show greater volatility than the national index, although their long-term trends are similar. Therefore, the Bureau of Labor Statistics strongly urges users to consider adopting the national average CPI for use in their escalator clauses.

Table 5. Chained Consumer Price Index for All Urban Consumers (C-CPI-U) and the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, all items index, July 2026

[Percent changes]

Month Year	Unadjusted 1-month percent change		Unadjusted 12-month percent change	
	C-CPI-U[1]	CPI-U	C-CPI-U[1]	CPI-U
December 2013			1.3	1.5
December 2014			0.5	0.8
December 2015			0.4	0.7
December 2016			1.8	2.1
December 2017			1.7	2.1
December 2018			1.5	1.9
December 2019			1.8	2.3
December 2020			1.5	1.4
December 2021			6.5	7.0
December 2022			6.4	6.5
December 2023			2.9	3.4
January 2024	0.5	0.5	2.6	3.1
February 2024	0.6	0.6	2.8	3.2
March 2024	0.6	0.6	3.1	3.5
April 2024	0.4	0.4	3.0	3.4
May 2024	0.1	0.2	2.9	3.3
June 2024	0.0	0.0	2.6	3.0
July 2024	0.0	0.1	2.5	2.9
August 2024	0.0	0.1	2.2	2.5
September 2024	0.1	0.2	2.1	2.4
October 2024	0.1	0.1	2.3	2.6
November 2024	-0.1	-0.1	2.5	2.7
December 2024	0.0	0.0	2.6	2.9
January 2025	0.7	0.7	2.7	3.0
February 2025	0.4	0.4	2.6	2.8
March 2025	0.2	0.2	2.1	2.4
April 2025	0.3	0.3	2.1	2.3
May 2025	0.2	0.2	2.1	2.4
June 2025	0.3	0.3	2.4	2.7
July 2025	0.2	0.2	2.6	2.7
August 2025	0.3	0.3	2.9	2.9
September 2025	0.3	0.3	3.0	3.0
November 2025	–	–	2.7	2.7
December 2025	-0.1	0.0	2.6	2.7
January 2026	0.4	0.4	2.3	2.4
February 2026	0.5	0.5	2.3	2.4
March 2026	1.1	1.0	3.2	3.3
April 2026	0.8	0.9	3.7	3.8
May 2026	0.6	0.6	4.1	4.2
June 2026	-0.3	-0.3	3.5	3.5
July 2026	0.0	0.0	3.3	3.4

[1] The C-CPI-U is designed to be a closer approximation to a cost-of-living index in that it, in its final form, accounts for any substitution that consumers make across item categories in response to changes in relative prices. Since the expenditure data required for the calculation of the C-CPI-U are available only with a time lag, the C-CPI-U is issued first in preliminary form using the latest available expenditure data at that time and is subject to four revisions.

Indexes are issued as initial estimates. Indexes are revised each quarter with the publication of January, April, July, and October data as updated expenditure estimates become available. The C-CPI-U indexes are updated quarterly until they become final. January-March indexes are final in January of the following year; April-June indexes are final in April of the following year; July-September indexes are final in July of the following year; October-December indexes are final in October of the following year.

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, July 2026, 1-month analysis table

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Jun. 2026	One Month				
		Seasonally adjusted percent change Jun. 2026-Jul. 2026	Seasonally adjusted effect on All Items Jun. 2026-Jul. 2026[1]	Standard error, median price change[2]	Largest (L) or Smallest (S) seasonally adjusted change since:[3]	
					Date	Percent change
All items	100.000	0.1	–	0.04	L-May 2026	0.5
Food	13.522	0.1	0.011	0.08	S-Mar.2026	0.0
Food at home	8.231	-0.1	-0.006	0.13	S-Mar.2026	-0.2
Cereals and bakery products	1.023	0.2	0.002	0.33	S-Apr.2026	0.1
Cereals and cereal products	0.311	0.4	0.001	0.68	S-May 2026	-0.6
Flour and prepared flour mixes	0.038	-0.2	0.000	0.71	L-May 2026	2.6
Breakfast cereal[4]	0.133	1.0	0.001	1.07	L-Jan.2026	2.1
Rice, pasta, cornmeal	0.140	0.3	0.000	0.87	S-May 2026	-1.2
Rice[4, 5, 6]	–	0.9	–	1.36	L-Mar.2026	1.1
Bakery products[4]	0.713	0.1	0.001	0.40	–	–
Bread[4, 5]	0.172	0.2	0.000	0.62	S-May 2026	-0.7
White bread[4, 6]	–	0.0	–	0.70	S-May 2026	-0.9
Bread other than white[4, 6]	–	0.3	–	1.06	L-Apr.2026	0.8
Fresh biscuits, rolls, muffins[4, 5]	0.116	-0.2	0.000	1.06	L-May 2026	4.7
Cakes, cupcakes, and cookies[4]	0.206	1.6	0.003	0.65	L-Jan.2026	2.2
Cookies[4, 6]	–	1.1	–	1.03	L-Jan.2026	3.2
Fresh cakes and cupcakes[4, 6]	–	2.8	–	1.00	L-Feb.2026	4.4
Other bakery products	0.218	-1.3	-0.003	0.70	S-Nov.2024	-1.7
Fresh sweetrolls, coffeecakes, doughnuts[4, 6]	–	-1.5	–	1.26	S-May 2026	-2.8
Crackers, bread, and cracker products[6]	–	0.8	–	1.14	S-May 2026	0.8
Frozen and refrigerated bakery products, pies, tarts, turnovers[6]	–	-2.1	–	1.10	S-Apr.2025	-2.6
Meats, poultry, fish, and eggs	1.959	-0.7	-0.013	0.26	S-Apr.2025	-0.8
Meats, poultry, and fish	1.847	-0.7	-0.012	0.24	S-Aug.2020	-1.3
Meats	1.174	-1.0	-0.012	0.31	S-May 2026	-1.1
Beef and veal	0.640	-0.8	-0.005	0.41	S-May 2026	-1.6
Uncooked ground beef	0.239	-1.6	-0.004	0.62	S-Sep.2020	-1.9
Uncooked beef roasts[5]	0.087	1.1	0.001	0.92	S-May 2026	-3.6
Uncooked beef steaks[5]	0.239	0.4	0.001	0.86	S-May 2026	-1.9
Uncooked other beef and veal[4, 5]	0.074	-1.9	-0.001	0.81	S-Jun.2022	-1.9
Pork	0.339	-1.5	-0.005	0.65	S-Nov.2023	-1.5
Bacon, breakfast sausage, and related products[5]	0.130	-0.2	0.000	0.98	L-May 2026	0.0
Bacon and related products[6]	–	-0.8	–	1.51	L-May 2026	0.1
Breakfast sausage and related products[5, 6]	–	0.3	–	1.22	L-May 2026	0.8
Ham	0.068	-0.8	-0.001	1.06	S-Mar.2026	-1.5
Ham, excluding canned[6]	–	-2.1	–	1.35	S-Aug.2025	-3.6
Pork chops[4]	0.046	-2.8	-0.001	1.49	S-Jan.2026	-4.1
Other pork including roasts, steaks, and ribs[4, 5]	0.095	-1.9	-0.002	1.23	S-Feb.2026	-4.5
Other meats	0.195	-0.8	-0.002	0.77	S-May 2026	-1.8
Frankfurters[6]	–	-1.7	–	1.13	S-May 2026	-3.0
Lunchmeats[4, 5, 6]	–	0.9	–	0.80	L-Apr.2026	1.4
Poultry	0.356	-0.4	-0.001	0.47	L-May 2026	0.6
Chicken[5]	0.280	-0.7	-0.002	0.53	L-May 2026	-0.1
Fresh whole chicken[6]	–	-0.8	–	0.90	S-Apr.2026	-1.5
Fresh and frozen chicken parts[6]	–	-0.3	–	0.58	L-May 2026	0.3
Other uncooked poultry including turkey[5]	0.076	-0.1	0.000	1.21	L-May 2026	2.4
Fish and seafood[4]	0.317	0.4	0.001	0.49	L-May 2026	1.2
Fresh fish and seafood[4, 5]	0.168	1.0	0.002	0.73	L-May 2026	1.8
Processed fish and seafood[5]	0.149	-0.2	0.000	0.86	S-May 2026	-0.8
Shelf stable fish and seafood[4, 6]	–	-0.9	–	1.22	S-Mar.2026	-1.7

See footnotes at end of table.

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, July 2026, 1-month analysis table — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Jun. 2026	One Month				
		Seasonally adjusted percent change Jun. 2026-Jul. 2026	Seasonally adjusted effect on All Items Jun. 2026-Jul. 2026[1]	Standard error, median price change[2]	Largest (L) or Smallest (S) seasonally adjusted change since:[3]	
					Date	Percent change
Frozen fish and seafood[6]	–	0.1	–	1.07	S-May 2026	-1.6
Eggs	0.112	-0.5	-0.001	0.85	S-Mar.2026	-3.4
Dairy and related products[4]	0.743	-0.1	-0.001	0.37	S-May 2026	-0.6
Milk[4, 5]	0.195	0.5	0.001	0.46	S-Mar.2026	0.2
Fresh whole milk[4, 6]	–	-0.3	–	0.55	S-Feb.2026	-1.0
Fresh milk other than whole[4, 5, 6]	–	0.7	–	0.71	S-Mar.2026	0.2
Cheese and related products[4]	0.250	-1.0	-0.002	0.67	S-May 2026	-2.9
Ice cream and related products	0.108	-0.1	0.000	1.02	L-May 2026	0.0
Other dairy and related products[5]	0.189	-0.4	-0.001	0.76	S-Feb.2026	-1.1
Fruits and vegetables	1.283	-0.1	-0.002	0.35	L-May 2026	0.2
Fresh fruits and vegetables	1.016	-0.1	-0.001	0.41	L-May 2026	0.3
Fresh fruits	0.525	2.2	0.012	0.63	L-Feb.2022	2.7
Apples	0.079	2.2	0.002	1.07	L-May 2026	2.4
Bananas[4]	0.058	0.0	0.000	0.69	S-May 2026	-1.8
Citrus fruits[5]	0.080	-1.2	-0.001	0.92	S-Sep.2025	-1.2
Oranges, including tangerines[6]	–	0.1	–	1.23	S-May 2026	-0.4
Other fresh fruits[5]	0.308	2.9	0.009	1.09	L-Jun.2023	4.2
Fresh vegetables	0.492	-2.6	-0.013	0.59	S-Feb.2012	-3.1
Potatoes	0.069	0.2	0.000	1.08	S-Mar.2026	-2.8
Lettuce	0.050	-16.4	-0.008	1.42	S-EVER	–
Tomatoes	0.068	-4.3	-0.003	1.19	L-Apr.2026	15.1
Other fresh vegetables	0.305	-0.4	-0.001	0.88	L-May 2026	-0.3
Processed fruits and vegetables[5]	0.267	-0.3	-0.001	0.41	S-Apr.2025	-1.4
Canned fruits and vegetables[5]	0.101	-1.2	-0.001	0.55	S-Apr.2019	-2.0
Canned fruits[4, 5, 6]	–	-2.9	–	0.79	S-Apr.2019	-3.1
Canned vegetables[5, 6]	–	-0.4	–	0.86	S-Apr.2025	-1.0
Frozen fruits and vegetables[5]	0.085	-0.3	0.000	0.98	S-May 2026	-0.9
Frozen vegetables[6]	–	0.0	–	1.33	S-May 2026	-2.1
Other processed fruits and vegetables including dried[5]	0.080	0.9	0.001	0.57	L-Apr.2026	0.9
Dried beans, peas, and lentils[4, 5, 6]	–	1.5	–	0.79	L-May 2025	1.6
Nonalcoholic beverages and beverage materials	0.981	0.9	0.008	0.40	L-Apr.2026	1.1
Juices and nonalcoholic drinks[5]	0.663	0.9	0.006	0.47	L-Apr.2026	1.0
Carbonated drinks	0.325	0.2	0.001	0.70	L-May 2026	0.4
Frozen noncarbonated juices and drinks[4, 5]	0.004	-0.3	0.000	0.79	S-Feb.2026	-0.9
Nonfrozen noncarbonated juices and drinks[5]	0.334	1.5	0.005	0.56	L-Sep.2025	1.7
Beverage materials including coffee and tea[5]	0.318	0.3	0.001	0.72	L-May 2026	1.1
Coffee	0.224	-0.1	0.000	1.12	L-May 2026	0.6
Roasted coffee[6]	–	-0.4	–	1.02	L-May 2026	0.7
Instant coffee[4, 6]	–	1.6	–	1.34	L-Feb.2026	2.2
Other beverage materials including tea[4, 5]	0.094	1.1	0.001	0.98	L-May 2026	2.1
Other food at home	2.242	0.0	-0.001	0.28	S-May 2026	0.0
Sugar and sweets	0.330	0.5	0.002	0.50	S-Apr.2026	-1.1
Sugar and sugar substitutes	0.032	1.0	0.000	0.64	L-Apr.2026	1.6
Candy and chewing gum[5]	0.243	0.1	0.000	0.68	S-Apr.2026	-1.7
Other sweets[4, 5]	0.055	0.6	0.000	0.76	L-Feb.2026	2.2
Fats and oils	0.219	-0.3	-0.001	0.54	S-May 2026	-2.4
Butter and margarine[5]	0.062	0.8	0.000	0.56	L-Apr.2026	1.2
Butter[6]	–	-0.2	–	1.18	L-Apr.2026	2.8
Margarine[6]	–	2.9	–	1.24	L-Jan.2025	3.0
Salad dressing[4, 5]	0.050	-2.7	-0.001	1.05	S-May 2026	-4.9
Other fats and oils including peanut butter[5]	0.107	0.5	0.001	0.81	S-May 2026	-1.0
Peanut butter[4, 5, 6]	–	0.0	–	1.04	S-May 2026	-2.2

See footnotes at end of table.

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, July 2026, 1-month analysis table — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Jun. 2026	One Month				
		Seasonally adjusted percent change Jun. 2026-Jul. 2026	Seasonally adjusted effect on All Items Jun. 2026-Jul. 2026[1]	Standard error, median price change[2]	Largest (L) or Smallest (S) seasonally adjusted change since:[3]	
					Date	Percent change
Other foods	1.693	-0.1	-0.001	0.35	S-Apr.2026	-0.3
Soups	0.089	0.2	0.000	0.99	L-May 2026	1.0
Frozen and freeze dried prepared foods	0.296	-0.7	-0.002	0.74	S-May 2026	-1.0
Snacks	0.365	0.3	0.001	0.91	L-Apr.2026	0.4
Spices, seasonings, condiments, sauces	0.320	0.4	0.001	0.59	S-May 2026	0.0
Salt and other seasonings and spices[5, 6]	–	-0.4	–	0.97	S-May 2026	-0.6
Olives, pickles, relishes[5, 6]	–	1.4	–	1.72	L-Jan.2026	3.6
Sauces and gravies[5, 6]	–	1.0	–	0.90	L-Mar.2026	1.8
Other condiments[6]	–	0.7	–	1.21	L-May 2026	5.5
Baby food and formula[4, 5]	0.052	0.7	0.000	0.59	S-Apr.2026	-1.2
Other miscellaneous foods[4, 5]	0.572	-0.8	-0.004	0.60	S-Apr.2026	-0.9
Prepared salads[6, 7]	–	-1.0	–	0.59	S-Mar.2026	-1.9
Food away from home[4]	5.290	0.3	0.016	0.07	L-May 2026	0.3
Full service meals and snacks[4, 5]	2.346	0.2	0.005	0.14	S-Apr.2026	0.1
Limited service meals and snacks[4, 5]	2.645	0.4	0.009	0.08	L-Apr.2026	0.4
Food at employee sites and schools[4, 5]	0.064	0.5	0.000	0.32	S-May 2026	0.0
Food at elementary and secondary schools[4, 6, 8]	–	–	–	–	–	–
Food from vending machines and mobile vendors[4, 5]	0.052	0.3	0.000	0.21	L-May 2026	0.4
Other food away from home[5]	0.183	1.0	0.002	0.17	L-Aug.2025	1.1
Energy	7.432	-1.5	-0.107	0.14	L-May 2026	3.9
Energy commodities	4.132	-2.9	-0.116	0.16	L-May 2026	6.7
Fuel oil and other fuels	0.161	-0.8	-0.001	0.48	L-May 2026	3.3
Fuel oil	0.106	-1.7	-0.002	0.49	L-May 2026	3.8
Propane, kerosene, and firewood[9]	0.055	0.1	0.000	0.76	L-May 2026	2.5
Motor fuel	3.971	-3.0	-0.115	0.16	L-May 2026	6.8
Gasoline (all types)	3.852	-2.9	-0.105	0.17	L-May 2026	7.0
Gasoline, unleaded regular[6]	–	-2.9	–	0.35	L-May 2026	7.4
Gasoline, unleaded midgrade[6, 10]	–	-2.8	–	0.29	L-May 2026	6.2
Gasoline, unleaded premium[6]	–	-2.7	–	0.28	L-May 2026	5.5
Other motor fuels[4, 5]	0.119	-5.5	-0.007	0.26	L-May 2026	0.8
Energy services	3.300	0.3	0.008	0.25	L-May 2026	0.4
Electricity	2.552	0.1	0.003	0.35	L-May 2026	0.6
Utility (piped) gas service	0.748	0.7	0.005	0.53	L-Feb.2026	3.1
All items less food and energy	79.047	0.2	0.171	0.05	L-May 2026	0.2
Commodities less food and energy commodities	18.829	0.2	0.037	0.07	L-Sep.2025	0.2
Household furnishings and supplies[11]	3.328	0.1	0.003	0.20	L-Feb.2026	0.2
Window and floor coverings and other linens[5]	0.233	0.5	0.001	0.81	L-Feb.2026	3.5
Floor coverings[4, 5]	0.067	-1.5	-0.001	0.92	S-Apr.2026	-2.2
Window coverings[4, 5]	0.045	-1.8	-0.001	1.61	S-Oct.2024	-3.5
Other linens[5]	0.121	1.6	0.002	1.20	L-Feb.2026	5.6
Furniture and bedding[4]	0.856	0.0	0.000	0.38	S-May 2026	-0.7
Bedroom furniture[4]	0.291	1.0	0.003	0.64	L-Dec.2025	1.4
Living room, kitchen, and dining room furniture[4, 5]	0.432	-0.5	-0.002	0.55	S-May 2026	-0.5
Other furniture[5]	0.128	1.0	0.001	0.93	L-Sep.2025	1.2
Appliances[5]	0.196	0.8	0.002	0.68	L-Feb.2026	3.1
Major appliances[5]	0.065	-1.9	-0.001	0.84	S-Mar.2026	-2.4
Laundry equipment[4, 6]	–	-1.7	–	0.96	S-Mar.2026	-2.3
Other appliances[5]	0.129	2.2	0.003	0.87	L-Feb.2026	4.2
Other household equipment and furnishings[5]	0.543	-1.0	-0.005	0.65	S-Feb.2026	-1.2
Clocks, lamps, and decorator items[4]	0.309	-1.1	-0.003	0.74	L-Apr.2026	0.0
Indoor plants and flowers[12]	0.117	0.2	0.000	0.79	S-May 2026	0.2
Dishes and flatware[4, 5]	0.046	-1.0	0.000	2.52	S-May 2026	-1.9

See footnotes at end of table.

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, July 2026, 1-month analysis table — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Jun. 2026	One Month				
		Seasonally adjusted percent change Jun. 2026-Jul. 2026	Seasonally adjusted effect on All Items Jun. 2026-Jul. 2026[1]	Standard error, median price change[2]	Largest (L) or Smallest (S) seasonally adjusted change since:[3]	
					Date	Percent change
Nonelectric cookware and tableware[5]	0.072	-3.5	-0.003	0.87	S-Dec.2017	-3.7
Tools, hardware, outdoor equipment and supplies[4, 5]	0.669	0.2	0.001	0.43	L-Mar.2026	0.8
Tools, hardware and supplies[5]	0.210	-0.4	-0.001	0.47	S-Apr.2026	-1.1
Outdoor equipment and supplies[4, 5]	0.283	0.7	0.002	0.66	L-Jan.2026	0.8
Housekeeping supplies[4]	0.831	0.1	0.001	0.25	S-Apr.2026	-0.1
Household cleaning products[4, 5]	0.302	0.3	0.001	0.48	S-Apr.2026	-0.7
Household paper products[4, 5]	0.170	0.9	0.002	0.41	L-Apr.2026	1.2
Miscellaneous household products[4, 5]	0.358	-0.5	-0.002	0.42	S-May 2025	-0.7
Apparel	2.437	0.1	0.002	0.37	L-May 2026	0.3
Men's and boys' apparel	0.605	0.7	0.004	0.58	L-Feb.2026	1.0
Men's apparel	0.485	0.1	0.000	0.66	–	–
Men's suits, sport coats, and outerwear	0.099	-0.3	0.000	1.76	S-Apr.2026	-2.0
Men's underwear, nightwear, swimwear, and accessories	0.135	0.5	0.001	0.68	S-May 2026	-0.5
Men's shirts and sweaters[5]	0.128	-0.5	-0.001	1.24	L-Apr.2026	3.7
Men's pants and shorts	0.119	0.2	0.000	1.16	S-Apr.2026	-2.0
Boys' apparel	0.119	1.6	0.002	0.91	L-Jan.2026	2.4
Women's and girls' apparel	0.969	-0.7	-0.007	0.69	S-Jan.2025	-1.1
Women's apparel	0.822	-0.8	-0.007	0.71	S-Jan.2025	-1.3
Women's outerwear	0.066	2.9	0.002	1.83	L-Dec.2024	3.0
Women's dresses	0.110	-2.7	-0.003	1.98	S-May 2026	-3.2
Women's suits and separates[5]	0.385	-1.0	-0.004	1.02	S-Jul.2025	-1.2
Women's underwear, nightwear, swimwear, and accessories[5]	0.245	-0.1	0.000	0.93	S-Aug.2025	-2.3
Girls' apparel	0.147	-0.2	0.000	1.83	–	–
Footwear	0.591	0.5	0.003	0.46	L-May 2026	0.6
Men's footwear	0.192	1.1	0.002	0.61	L-Apr.2026	1.6
Boys' and girls' footwear[4]	0.126	-1.9	-0.002	0.80	S-Jan.2025	-2.2
Women's footwear	0.273	0.5	0.001	0.76	L-May 2026	1.3
Infants' and toddlers' apparel	0.097	-1.4	-0.001	0.91	–	–
Jewelry and watches[9]	0.175	2.2	0.004	1.07	L-May 2026	2.9
Watches[4, 9]	0.035	3.6	0.001	1.28	L-Mar.2019	7.5
Jewelry[9]	0.140	1.7	0.002	1.33	L-May 2026	3.7
Transportation commodities less motor fuel[11]	6.842	0.2	0.016	0.02	L-Aug.2025	0.4
New vehicles	3.751	0.1	0.003	0.02	L-Mar.2026	0.1
New cars[6]	–	0.0	–	0.06	L-Mar.2026	0.3
New trucks[6, 13]	–	0.1	–	0.03	L-Jan.2026	0.1
Used cars and trucks	2.679	0.4	0.010	0.03	L-Oct.2025	0.7
Motor vehicle parts and equipment[4]	0.338	0.6	0.002	0.36	L-Mar.2026	0.7
Tires[4]	0.283	0.2	0.001	0.40	L-Mar.2026	0.9
Vehicle accessories other than tires[4, 5]	0.055	2.5	0.001	0.53	L-Feb.2026	3.1
Vehicle parts and equipment other than tires[4, 6]	–	2.4	–	0.65	L-Feb.2026	3.4
Motor oil, coolant, and fluids[4, 6]	–	5.5	–	0.76	L-EVER	–
Medical care commodities[4]	1.412	-0.6	-0.009	0.25	S-May 2026	-0.7
Medicinal drugs[4, 11]	1.282	-0.5	-0.007	0.27	S-May 2026	-0.8
Prescription drugs[4]	0.919	-0.8	-0.007	0.29	S-May 2026	-0.9
Nonprescription drugs[11]	0.362	-0.3	-0.001	0.54	S-May 2026	-0.8
Medical equipment and supplies[4, 11]	0.130	-1.6	-0.002	0.58	S-Oct.2023	-1.7
Recreation commodities[11]	1.916	0.6	0.012	0.25	S-May 2026	-0.1
Video and audio products[11]	0.259	1.2	0.003	0.53	L-Jan.2026	2.2
Televisions[14]	0.105	1.7	0.002	0.92	L-Aug.2025	1.7
Other video equipment[14]	0.019	2.1	0.000	0.81	S-May 2026	0.6
Audio equipment[4]	0.045	0.3	0.000	1.64	L-Jan.2026	1.7

See footnotes at end of table.

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, July 2026, 1-month analysis table — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Jun. 2026	One Month				
		Seasonally adjusted percent change Jun. 2026-Jul. 2026	Seasonally adjusted effect on All Items Jun. 2026-Jul. 2026[1]	Standard error, median price change[2]	Largest (L) or Smallest (S) seasonally adjusted change since:[3]	
					Date	Percent change
Recorded music and music subscriptions[4, 5]	0.084	0.8	0.001	0.33	L-Feb.2026	1.2
Pets and pet products[4]	0.600	0.7	0.004	0.34	L-Mar.2026	0.9
Pet food and treats[4, 5, 6]	–	0.5	–	0.27	L-Feb.2026	0.5
Purchase of pets, pet supplies, accessories[4, 5, 6]	–	0.8	–	0.77	L-Mar.2026	1.7
Sporting goods[4]	0.531	0.1	0.001	0.53	S-Apr.2026	0.1
Sports vehicles including bicycles[4]	0.285	0.5	0.001	0.93	S-Apr.2026	0.5
Sports equipment[4]	0.234	-0.3	-0.001	0.59	S-Apr.2026	-0.4
Photographic equipment and supplies[4]	0.025	-1.4	0.000	0.93	L-May 2026	-0.2
Photographic equipment[4, 5, 6]	–	-1.4	–	0.80	L-May 2026	-0.4
Recreational reading materials[4]	0.110	2.2	0.002	1.23	L-Oct.2024	3.4
Newspapers and magazines[4, 5]	0.055	-0.5	0.000	1.30	S-Apr.2026	-0.7
Recreational books[4, 5]	0.055	4.9	0.003	1.85	L-Aug.2016	5.3
Other recreational goods[5]	0.391	0.5	0.002	0.50	S-May 2026	-0.2
Toys	0.305	0.8	0.002	0.59	S-May 2026	0.0
Toys, games, hobbies and playground equipment[5, 6]	–	0.7	–	0.72	S-May 2026	0.3
Sewing machines, fabric and supplies[4, 5]	0.028	-0.9	0.000	1.69	L-Apr.2026	3.4
Music instruments and accessories[4, 5]	0.043	-0.6	0.000	0.59	S-Jan.2025	-0.9
Education and communication commodities[11]	0.774	1.3	0.010	0.47	L-Apr.2021	3.1
Educational books and supplies[4]	0.037	0.8	0.000	0.73	S-Dec.2025	-0.2
College textbooks[4, 6, 15]	–	0.7	–	0.82	S-Apr.2026	-3.0
Information technology commodities[11]	0.736	1.4	0.010	0.49	L-Apr.2021	3.6
Computers, peripherals, and smart home assistants[4, 7]	0.298	3.5	0.010	0.64	L-Apr.2021	5.1
Computer software and accessories[4, 5]	0.031	0.5	0.000	1.27	S-May 2026	0.0
Telephone hardware, calculators, and other consumer information items[14]	0.407	-0.1	-0.001	0.75	L-Apr.2026	0.2
Smartphones[4, 6, 16]	–	1.1	–	0.77	L-Jan.2022	1.1
Alcoholic beverages[4]	0.823	0.2	0.001	0.15	L-Apr.2026	0.3
Alcoholic beverages at home	0.386	0.0	0.000	0.21	L-May 2026	0.1
Beer, ale, and other malt beverages at home[4]	0.134	-0.1	0.000	0.22	S-Dec.2025	-0.4
Distilled spirits at home[4]	0.087	0.6	0.001	0.33	L-Aug.2025	0.6
Whiskey at home[4, 6]	–	0.9	–	0.42	L-May 2024	1.0
Distilled spirits, excluding whiskey, at home[4, 6]	–	0.6	–	0.38	L-Aug.2025	0.7
Wine at home	0.165	-0.1	0.000	0.33	L-May 2026	0.1
Alcoholic beverages away from home[4]	0.437	0.4	0.002	0.18	L-Apr.2026	0.5
Beer, ale, and other malt beverages away from home[4, 5, 6]	–	0.4	–	0.24	L-Apr.2026	0.5
Wine away from home[4, 5, 6]	–	0.3	–	0.17	S-Mar.2026	0.0
Distilled spirits away from home[4, 5, 6]	–	0.7	–	0.32	L-Apr.2026	0.9
Other goods[11]	1.297	0.4	0.005	0.22	L-Apr.2026	0.5
Tobacco and smoking products[4, 14]	0.445	0.5	0.002	0.31	L-May 2026	1.0
Cigarettes[4, 5]	0.327	0.4	0.001	0.26	L-May 2026	1.2
Tobacco products other than cigarettes[4, 5]	0.114	0.9	0.001	0.80	L-Apr.2026	0.9
Personal care products	0.670	0.2	0.002	0.31	–	–
Hair, dental, shaving, and miscellaneous personal care products[4, 5]	0.320	0.1	0.000	0.43	S-May 2026	-0.1
Cosmetics, perfume, bath, nail preparations and implements[4]	0.340	0.6	0.002	0.48	L-Apr.2026	1.3
Miscellaneous personal goods[5]	0.182	0.5	0.001	0.71	L-Mar.2026	1.6
Stationery, stationery supplies, gift wrap[6]	–	-0.9	–	0.89	S-Feb.2024	-0.9
Services less energy services	60.217	0.2	0.138	0.06	L-May 2026	0.3
Shelter	35.304	0.1	0.049	0.08	–	–
Rent of shelter[17]	35.016	0.1	0.048	0.08	–	–

See footnotes at end of table.

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, July 2026, 1-month analysis table — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Jun. 2026	One Month				
		Seasonally adjusted percent change Jun. 2026-Jul. 2026	Seasonally adjusted effect on All Items Jun. 2026-Jul. 2026[1]	Standard error, median price change[2]	Largest (L) or Smallest (S) seasonally adjusted change since:[3]	
					Date	Percent change
Rent of primary residence	7.716	0.3	0.020	0.05	L-May 2026	0.4
Lodging away from home[5]	1.450	-2.8	-0.038	1.60	S-Mar.2025	-3.3
Lodging while at school[17]	0.215	0.3	0.001	0.06	L-Apr.2026	0.3
Other lodging away from home including hotels and motels	1.236	-3.3	-0.039	1.96	S-Mar.2025	-4.0
Owners' equivalent rent of residences[17]	25.849	0.3	0.067	0.05	L-May 2026	0.3
Owners' equivalent rent of primary residence[17]	24.886	0.3	0.065	0.05	L-May 2026	0.3
Tenants' and household insurance[4, 5]	0.288	-0.1	0.000	0.43	S-Jan.2026	-0.1
Water and sewer and trash collection services[5]	1.140	0.4	0.005	0.09	L-Mar.2026	0.5
Water and sewerage maintenance[4]	0.783	0.2	0.002	0.11	S-May 2026	0.2
Garbage and trash collection[4, 13]	0.357	0.9	0.003	0.12	L-Feb.2025	1.9
Household operations[4, 5]	–	–	–	–	–	–
Domestic services[4, 5]	–	–	–	–	–	–
Gardening and lawncare services[4, 5]	0.390	0.5	0.002	0.29	S-May 2026	-2.6
Moving, storage, freight expense[5]	0.078	-1.2	-0.001	0.55	S-Apr.2026	-1.5
Repair of household items[4, 5]	–	–	–	–	–	–
Medical care services	6.840	0.6	0.038	0.12	L-Feb.2026	0.6
Professional services[4]	3.408	0.4	0.014	0.13	L-May 2026	0.5
Physicians' services[4]	1.660	0.2	0.003	0.18	L-Apr.2026	0.6
Dental services[4]	0.917	0.5	0.005	0.29	L-May 2026	1.9
Eyeglasses and eye care[4, 9]	0.317	0.3	0.001	0.35	L-Apr.2026	0.5
Services by other medical professionals[4, 9]	–	–	–	–	–	–
Hospital and related services[4, 14]	2.607	0.4	0.011	0.25	L-May 2026	0.6
Hospital services[4, 18]	2.156	0.5	0.012	0.28	L-May 2026	0.7
Inpatient hospital services[4, 6, 18]	–	–	–	0.31	–	–
Outpatient hospital services[4, 6, 9]	–	0.4	–	0.29	L-May 2026	0.6
Nursing homes and adult day services[4, 18]	0.221	-0.1	0.000	0.12	S-Apr.2026	-0.1
Home health care[4, 8]	0.229	-0.5	-0.001	0.45	S-Mar.2026	-1.9
Health insurance[4, 8]	0.826	-0.2	-0.002	0.14	L-May 2026	-0.1
Transportation services	6.352	0.3	0.018	0.16	L-Apr.2026	0.3
Leased cars and trucks[4, 15]	0.384	0.3	0.001	0.13	L-Jan.2026	0.6
Car and truck rental[5]	0.157	-3.0	-0.004	1.38	S-May 2026	-4.2
Motor vehicle maintenance and repair[4]	1.048	0.6	0.007	0.17	S-Apr.2026	-0.2
Motor vehicle body work[4]	0.058	–	-0.001	0.28	–	–
Motor vehicle maintenance and servicing[4]	0.519	0.6	0.003	0.17	–	–
Motor vehicle repair[4, 5]	0.403	1.0	0.004	0.30	S-May 2026	1.0
Motor vehicle insurance	2.570	-0.3	-0.007	0.24	L-Apr.2026	0.1
Motor vehicle fees[4, 5]	0.510	-1.0	-0.005	0.31	S-Nov.2023	-1.1
State motor vehicle registration and license fees[4, 5]	0.296	-0.4	-0.001	0.15	S-Dec.2025	-0.5
Parking and other fees[4, 5]	0.194	-1.8	-0.004	0.74	S-Feb.2026	-1.9
Parking fees and tolls[5, 6]	–	0.1	–	0.49	L-May 2026	1.0
Public transportation	1.683	1.7	0.027	0.47	L-Jan.2026	4.0
Airline fares	1.091	2.2	0.023	0.69	L-May 2026	2.7
Other intercity transportation	0.232	-2.1	-0.005	1.09	S-Jan.2026	-4.0
Ship fare[4, 5, 6]	–	-4.2	–	1.27	S-EVER	–
Intracity transportation[4]	0.355	1.2	0.004	0.47	S-May 2026	-2.3
Intracity mass transit[4, 6, 11]	–	–	–	–	–	–
Recreation services[11]	3.154	0.0	0.000	0.20	S-Mar.2026	-0.4
Video and audio services[11]	0.777	0.8	0.006	0.30	L-Apr.2026	1.0
Cable, satellite, and live streaming television service[13]	0.595	0.4	0.002	0.17	S-May 2026	0.4
Purchase, subscription, and rental of video[4, 5]	0.181	2.0	0.004	1.18	L-Dec.2025	7.6

See footnotes at end of table.

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, July 2026, 1-month analysis table — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Jun. 2026	One Month				
		Seasonally adjusted percent change Jun. 2026-Jul. 2026	Seasonally adjusted effect on All Items Jun. 2026-Jul. 2026[1]	Standard error, median price change[2]	Largest (L) or Smallest (S) seasonally adjusted change since:[3]	
					Date	Percent change
Video discs and other media[4, 5, 6]	–	7.2	–	2.25	L-Mar.2024	14.7
Subscription and rental of video and video games[4, 5, 6]	–	-0.2	–	0.83	L-Apr.2026	2.1
Pet services including veterinary[5]	0.543	-0.1	-0.001	0.26	S-Apr.2026	-0.1
Pet services[5, 6]	–	-0.3	–	0.33	S-Feb.2025	-0.3
Veterinarian services[4, 5, 6]	–	-0.2	–	0.47	S-Jun.2024	-0.5
Photographers and photo processing[4, 5]	0.036	-0.1	0.000	0.55	L-May 2026	1.0
Other recreation services[5]	1.798	-0.3	-0.005	0.33	S-Apr.2026	-0.3
Club membership for shopping clubs, fraternal, or other organizations, or participant sports fees[5]	0.740	0.2	0.002	0.17	L-May 2026	0.5
Admissions[4]	0.695	-0.9	-0.006	0.73	S-Mar.2026	-1.2
Admission to movies, theaters, and concerts[4, 5, 6]	–	-0.4	–	0.58	L-May 2026	-0.4
Admission to sporting events[4, 5, 6]	–	-2.0	–	4.14	S-Apr.2026	-3.4
Fees for lessons or instructions[4, 9]	0.155	0.1	0.000	0.26	L-May 2026	0.3
Education and communication services[11]	4.904	0.5	0.023	0.08	L-May 2026	0.9
Tuition, other school fees, and childcare	2.499	0.5	0.014	0.07	L-Sep.2024	0.6
College tuition and fees	1.313	0.7	0.009	0.09	L-Sep.2024	0.9
Elementary and high school tuition and fees[14]	0.400	0.5	0.002	0.08	L-Aug.2025	0.6
Day care and preschool[12]	0.683	0.3	0.002	0.13	S-May 2026	0.1
Technical and vocational school tuition and fixed fees[5]	0.045	0.0	0.000	0.12	L-May 2026	0.0
Postage and delivery services[5]	0.067	0.2	0.000	0.02	S-Feb.2026	-1.0
Postage	0.062	0.3	0.000	0.00	S-Feb.2026	-1.1
Delivery services[5]	0.005	-1.1	0.000	0.31	S-Dec.2023	-1.3
Telephone services[4, 5]	1.413	0.6	0.008	0.05	L-May 2026	2.0
Wireless telephone services[4, 5]	1.289	0.6	0.008	0.01	L-May 2026	2.2
Residential telephone services[4, 11]	0.124	0.1	0.000	0.20	S-May 2026	-0.6
Internet services and electronic information providers[4, 5]	0.915	0.1	0.001	0.20	S-Apr.2026	-1.4
Other personal services[4, 11]	1.608	-0.2	-0.003	0.16	S-Mar.2026	-0.8
Personal care services[4]	0.667	0.1	0.000	0.20	S-Apr.2026	-0.7
Haircuts and other personal care services[4, 5]	0.667	0.1	0.000	0.20	S-Apr.2026	-0.7
Miscellaneous personal services[4]	0.941	-0.3	-0.003	0.20	S-Mar.2026	-1.2
Legal services[4, 9]	–	–	–	–	–	–
Funeral expenses[4, 9]	0.164	-0.1	0.000	0.25	–	–
Laundry and dry cleaning services[4, 5]	0.130	0.4	0.000	0.22	S-May 2026	0.1
Apparel services other than laundry and dry cleaning[4, 5]	0.029	0.3	0.000	0.75	S-Apr.2026	-1.7
Financial services[4, 9]	0.241	-1.3	-0.003	0.73	S-Feb.2026	-1.3
Checking account and other bank services[4, 5, 6]	–	-2.0	–	0.00	S-Apr.2021	-3.4
Tax return preparation and other accounting fees[4, 5, 6]	–	-0.4	–	2.09	L-May 2026	11.8
Special aggregate indexes						
All items less food	86.478	0.1	0.063	0.05	L-May 2026	0.5
All items less shelter	64.696	0.0	0.025	0.05	L-May 2026	0.6
All items less food and shelter	51.174	0.0	0.014	0.06	L-May 2026	0.7
All items less food, shelter, and energy	43.743	0.3	0.121	0.06	L-Jan.2026	0.4
All items less food, shelter, energy, and used cars and trucks	41.064	0.3	0.111	0.06	L-Jan.2026	0.5
All items less medical care	91.748	0.0	0.044	0.04	L-May 2026	0.5
All items less energy	92.568	0.2	0.181	0.04	L-May 2026	0.2
Commodities	36.483	-0.2	-0.068	0.05	L-May 2026	0.8

See footnotes at end of table.

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, July 2026, 1-month analysis table — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Jun. 2026	One Month				
		Seasonally adjusted percent change Jun. 2026-Jul. 2026	Seasonally adjusted effect on All Items Jun. 2026-Jul. 2026[1]	Standard error, median price change[2]	Largest (L) or Smallest (S) seasonally adjusted change since:[3]	
					Date	Percent change
Commodities less food, energy, and used cars and trucks	16.151	0.2	0.027	0.09	L-Mar.2026	0.2
Commodities less food	22.961	-0.3	-0.079	0.07	L-May 2026	1.1
Commodities less food and beverages	22.138	-0.4	-0.080	0.07	L-May 2026	1.1
Services	63.517	0.2	0.146	0.06	L-May 2026	0.3
Services less rent of shelter[17]	28.502	0.2	0.055	0.08	L-May 2026	0.5
Services less medical care services	56.677	0.1	0.082	0.06	L-May 2026	0.4
Durables	10.542	0.3	0.033	0.07	L-Sep.2025	0.6
Nondurables	25.941	-0.3	-0.075	0.07	L-May 2026	1.2
Nondurables less food	12.419	-0.8	-0.102	0.12	L-May 2026	2.2
Nondurables less food and beverages	11.596	-0.9	-0.105	0.13	L-May 2026	2.4
Nondurables less food, beverages, and apparel	9.159	-1.2	-0.108	0.11	L-May 2026	2.9
Nondurables less food and apparel	9.982	-1.1	-0.105	0.10	L-May 2026	2.7
Housing	44.149	0.1	0.064	0.07	L-May 2026	0.2
Education and communication[5]	5.677	0.6	0.033	0.09	L-May 2026	0.8
Education[5]	2.537	0.5	0.014	0.07	L-Sep.2024	0.7
Communication[5]	3.141	0.6	0.019	0.14	L-May 2026	1.3
Information and information processing[5]	3.074	0.6	0.019	0.14	L-May 2026	1.2
Information technology, hardware and services[14]	1.661	0.7	0.011	0.27	L-Jan.2026	1.1
Recreation[5]	5.070	0.2	0.012	0.16	S-Apr.2026	0.1
Video and audio[5]	1.036	0.9	0.009	0.25	L-Jan.2026	1.1
Pets, pet products and services[5]	1.143	0.3	0.003	0.28	S-May 2026	-0.1
Photography[5]	0.061	-0.6	0.000	0.46	L-May 2026	0.5
Food and beverages	14.345	0.1	0.012	0.08	S-Mar.2026	0.0
Domestically produced farm food[4]	6.875	-0.1	-0.008	0.14	S-Apr.2025	-0.5
Other services	9.665	0.2	0.020	0.09	L-May 2026	0.8
Apparel less footwear	1.846	0.0	-0.001	0.46	L-May 2026	0.2
Fuels and utilities	4.602	0.3	0.012	0.19	L-May 2026	0.4
Household energy	3.461	0.2	0.007	0.24	L-May 2026	0.5
Medical care	8.252	0.4	0.029	0.12	L-Feb.2026	0.5
Transportation	17.165	-0.5	-0.081	0.07	L-May 2026	1.3
Private transportation	15.482	-0.7	-0.108	0.07	L-May 2026	1.4
New and used motor vehicles[5]	7.045	0.2	0.011	0.04	L-Aug.2025	0.3
Utilities and public transportation	8.131	0.3	0.021	0.13	L-May 2026	1.1
Household furnishings and operations	4.243	0.1	0.003	0.18	S-May 2026	-0.6
Other goods and services	2.905	0.1	0.002	0.16	–	–
Personal care	2.460	0.0	-0.001	0.17	S-Mar.2026	-0.5

[1] The 'effect' of an item category is a measure of that item's contribution to the All items price change. For example, if the Food index had an effect of 0.40, and the All items index rose 1.2 percent, then the increase in food prices contributed 0.40 / 1.2, or 33.3 percent, to that All items increase. Said another way, had food prices been unchanged for that month the change in the All items index would have been 1.2 percent minus 0.40, or 0.8 percent. Effects can be negative as well. For example, if the effect of food was a negative 0.1, and the All items index rose 0.5 percent, the All items index actually would have been 0.1 percent higher (or 0.6 percent) had food prices been unchanged. Since food prices fell while prices overall were rising, the contribution of food to the All items price change was negative (in this case, -0.1 / 0.5, or minus 20 percent).

[2] A statistic's margin of error is often expressed as its point estimate plus or minus two standard errors. For example, if a CPI category rose 0.6 percent, and its standard error was 0.15 percent, the margin of error on this item's 1-month percent change would be 0.6 percent, plus or minus 0.3 percent.

[3] If the current seasonally adjusted 1-month percent change is greater than the previous published 1-month percent change, then this column identifies the closest prior month with a 1-month percent change as (L)arge as or (L)arger than the current 1-month change. If the current 1-month percent change is smaller than the previous published 1-month percent change, the most recent month with a change as (S)mall or (S)maller than the current month change is identified. If the current and previous published 1-month percent changes are equal, a dash will appear. Standard numerical comparisons are used. For example, 0.8% is greater than 0.6%, -0.4% is less than -0.2%, and -0.2% is less than 0.0%. Note that a (L)arger change can be a smaller decline, for example, a -0.2% change is larger than a -0.4% change, but still represents a decline in the price index. Likewise, (S)maller changes can be increases, for example, a 0.6% change is smaller than 0.8%, but still represents an increase in the price index. In this context, a -0.2% change is considered to be smaller than a 0.0% change.

[4] Not seasonally adjusted.

[5] Indexes on a December 1997=100 base.

[6] Special indexes based on a substantially smaller sample. These series do not contribute to the all items index aggregation and therefore do not have a relative importance or effect.

[7] Indexes on a December 2007=100 base.
[8] Indexes on a December 2005=100 base.
[9] Indexes on a December 1986=100 base.
[10] Indexes on a December 1993=100 base.
[11] Indexes on a December 2009=100 base.
[12] Indexes on a December 1990=100 base.
[13] Indexes on a December 1983=100 base.
[14] Indexes on a December 2024=100 base.
[15] Indexes on a December 2001=100 base.
[16] Indexes on a December 2019=100 base.
[17] Indexes on a December 1982=100 base.
[18] Indexes on a December 1996=100 base.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, July 2026, 12-month analysis table

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Jun. 2026	Twelve Month				
		Unadjusted percent change Jul. 2025-Jul. 2026	Unadjusted effect on All Items Jul. 2025-Jul. 2026[1]	Standard error, median price change[2]	Largest (L) or Smallest (S) unadjusted change since:[3]	
					Date	Percent change
All items	100.000	3.4	–	0.09	S-Mar.2026	3.3
Food	13.522	3.0	0.405	0.17	–	–
Food at home	8.231	2.7	0.219	0.20	–	–
Cereals and bakery products	1.023	2.7	0.029	0.51	L-Feb.2026	2.7
Cereals and cereal products	0.311	3.6	0.011	0.74	L-Sep.2023	3.6
Flour and prepared flour mixes	0.038	-0.4	0.000	0.96	L-Feb.2026	0.8
Breakfast cereal	0.133	4.1	0.006	1.51	L-Jan.2026	6.2
Rice, pasta, cornmeal	0.140	3.9	0.006	0.78	L-Aug.2023	4.2
Rice[4, 5]	–	6.2	–	1.60	L-Jul.2023	6.5
Bakery products	0.713	2.4	0.017	0.63	S-Dec.2025	2.3
Bread[4]	0.172	3.7	0.006	0.80	S-May 2026	3.5
White bread[5]	–	4.0	–	1.02	L-Oct.2023	7.1
Bread other than white[5]	–	3.4	–	1.13	S-Dec.2025	2.2
Fresh biscuits, rolls, muffins[4]	0.116	1.6	0.002	1.93	L-May 2026	2.5
Cakes, cupcakes, and cookies	0.206	3.4	0.007	1.06	S-Dec.2025	3.3
Cookies[5]	–	2.0	–	1.07	S-Sep.2025	1.7
Fresh cakes and cupcakes[5]	–	4.4	–	1.37	L-Apr.2026	4.6
Other bakery products	0.218	1.3	0.002	0.91	S-May 2026	1.2
Fresh sweetrolls, coffeecakes, doughnuts[5]	–	2.6	–	1.99	L-Apr.2026	5.5
Crackers, bread, and cracker products[5]	–	4.5	–	1.29	L-Feb.2026	4.6
Frozen and refrigerated bakery products, pies, tarts, turnovers[5]	–	-1.8	–	1.48	S-Mar.2026	-2.8
Meats, poultry, fish, and eggs	1.959	1.9	0.035	0.44	S-May 2026	1.8
Meats, poultry, and fish	1.847	4.5	0.074	0.39	S-Jun.2025	4.1
Meats	1.174	5.4	0.055	0.52	S-Jun.2025	5.2
Beef and veal	0.640	9.4	0.050	0.71	S-May 2025	8.6
Uncooked ground beef	0.239	9.0	0.020	1.00	S-Feb.2025	7.8
Uncooked beef roasts[4]	0.087	13.5	0.009	1.74	S-Mar.2026	11.7
Uncooked beef steaks[4]	0.239	9.6	0.017	1.31	S-May 2025	6.3
Uncooked other beef and veal[4]	0.074	5.6	0.004	1.22	S-Nov.2024	5.6
Pork	0.339	0.5	0.002	0.95	S-Mar.2026	0.5
Bacon, breakfast sausage, and related products[4]	0.130	-1.2	0.000	1.43	S-Oct.2024	-1.4
Bacon and related products[5]	–	-2.8	–	1.56	S-Oct.2024	-3.5
Breakfast sausage and related products[4, 5]	–	2.3	–	1.89	L-Aug.2025	3.7
Ham	0.068	1.6	0.002	2.17	S-Apr.2026	0.1
Ham, excluding canned[5]	–	1.3	–	2.15	S-Apr.2026	-0.4
Pork chops	0.046	0.7	0.000	2.11	S-Mar.2026	0.2
Other pork including roasts, steaks, and ribs[4]	0.095	0.5	0.000	1.99	S-Mar.2026	0.0
Other meats	0.195	2.1	0.003	1.02	S-May 2026	1.5
Frankfurters[5]	–	6.3	–	3.98	S-Mar.2026	-0.2
Lunchmeats[4, 5]	–	0.8	–	1.23	S-May 2026	-0.7
Poultry	0.356	-0.5	-0.001	0.81	S-Aug.2019	-0.7
Chicken[4]	0.280	-2.7	-0.007	0.81	S-Aug.2016	-3.2
Fresh whole chicken[5]	–	-3.2	–	1.29	S-May 2017	-4.1
Fresh and frozen chicken parts[5]	–	-2.5	–	0.91	S-Sep.2023	-3.3
Other uncooked poultry including turkey[4]	0.076	8.4	0.006	2.01	S-Apr.2026	5.9
Fish and seafood	0.317	7.0	0.020	0.85	L-Oct.2022	7.4
Fresh fish and seafood[4]	0.168	7.8	0.012	1.14	L-Aug.2022	7.8
Processed fish and seafood[4]	0.149	6.4	0.008	1.23	S-May 2026	5.8
Shelf stable fish and seafood[5]	–	6.1	–	1.74	S-May 2026	5.6
Frozen fish and seafood[5]	–	7.8	–	1.85	S-May 2026	7.5
Eggs	0.112	-25.7	-0.040	2.33	L-Dec.2025	-20.9

See footnotes at end of table.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, July 2026, 12-month analysis table — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Jun. 2026	Twelve Month				
		Unadjusted percent change Jul. 2025-Jul. 2026	Unadjusted effect on All Items Jul. 2025-Jul. 2026[1]	Standard error, median price change[2]	Largest (L) or Smallest (S) unadjusted change since:[3]	
					Date	Percent change
Dairy and related products	0.743	-0.5	-0.003	0.47	S-May 2026	-1.0
Milk[4]	0.195	5.1	0.010	0.76	S-May 2026	3.7
Fresh whole milk[5]	–	6.0	–	1.16	S-May 2026	4.1
Fresh milk other than whole[4, 5]	–	4.8	–	1.09	S-May 2026	3.7
Cheese and related products	0.250	-4.2	-0.011	0.90	S-May 2026	-6.0
Ice cream and related products	0.108	-1.2	-0.001	1.20	L-May 2026	0.9
Other dairy and related products[4]	0.189	-1.1	-0.001	0.85	S-Mar.2026	-1.8
Fruits and vegetables	1.283	5.1	0.064	0.54	S-Mar.2026	4.0
Fresh fruits and vegetables	1.016	5.5	0.057	0.67	S-Mar.2026	4.2
Fresh fruits	0.525	4.9	0.026	0.88	L-Nov.2022	6.6
Apples	0.079	11.1	0.008	1.76	L-May 2013	12.4
Bananas	0.058	0.6	0.001	1.08	S-May 2026	-1.2
Citrus fruits[4]	0.080	3.8	0.004	1.47	S-Mar.2026	2.7
Oranges, including tangerines[5]	–	-0.5	–	2.27	S-Feb.2026	-2.3
Other fresh fruits[4]	0.308	4.8	0.013	1.46	L-Jun.2025	5.1
Fresh vegetables	0.492	6.3	0.030	0.89	S-Feb.2026	5.4
Potatoes	0.069	3.4	0.001	1.45	L-Sep.2025	3.7
Lettuce	0.050	7.5	0.005	2.43	S-Jan.2026	4.2
Tomatoes	0.068	12.8	0.009	1.83	S-Feb.2026	5.8
Other fresh vegetables	0.305	5.0	0.015	1.10	S-Jan.2026	1.4
Processed fruits and vegetables[4]	0.267	2.4	0.008	0.60	S-Dec.2025	1.5
Canned fruits and vegetables[4]	0.101	3.7	0.004	0.79	S-Dec.2025	1.6
Canned fruits[4, 5]	–	4.0	–	1.70	S-Dec.2025	3.4
Canned vegetables[4, 5]	–	3.2	–	1.10	S-Dec.2025	0.5
Frozen fruits and vegetables[4]	0.085	1.2	0.002	1.35	S-Mar.2026	-0.1
Frozen vegetables[5]	–	1.2	–	1.94	S-May 2026	1.1
Other processed fruits and vegetables including dried[4]	0.080	2.3	0.002	1.34	L-Apr.2026	3.2
Dried beans, peas, and lentils[4, 5]	–	1.4	–	2.41	L-Mar.2026	1.7
Nonalcoholic beverages and beverage materials	0.981	4.1	0.039	0.51	L-May 2026	5.8
Juices and nonalcoholic drinks[4]	0.663	2.9	0.019	0.64	L-May 2026	3.7
Carbonated drinks	0.325	3.0	0.010	1.04	L-May 2026	3.9
Frozen noncarbonated juices and drinks[4]	0.004	-0.1	0.000	1.92	S-Feb.2026	-1.3
Nonfrozen noncarbonated juices and drinks[4]	0.334	3.2	0.010	0.85	L-May 2026	3.7
Beverage materials including coffee and tea[4]	0.318	6.7	0.020	1.02	S-Apr.2025	6.6
Coffee	0.224	10.3	0.018	1.69	S-Apr.2025	9.6
Roasted coffee[5]	–	9.4	–	1.60	S-Apr.2025	9.1
Instant coffee[5]	–	15.8	–	3.44	S-Jul.2025	14.3
Other beverage materials including tea[4]	0.094	0.8	0.001	1.47	L-May 2026	1.4
Other food at home	2.242	2.5	0.056	0.41	L-Apr.2026	2.5
Sugar and sweets	0.330	7.4	0.024	0.86	L-Mar.2026	8.1
Sugar and sugar substitutes	0.032	0.5	0.000	0.93	L-Apr.2026	0.7
Candy and chewing gum[4]	0.243	9.6	0.022	1.25	–	–
Other sweets[4]	0.055	2.7	0.001	1.13	L-May 2026	2.9
Fats and oils	0.219	-1.5	-0.003	0.89	L-Apr.2026	-0.2
Butter and margarine[4]	0.062	-5.8	-0.004	1.47	L-Apr.2026	-5.4
Butter[5]	–	-8.1	–	1.55	L-May 2026	-8.0
Margarine[5]	–	-1.7	–	4.80	L-Mar.2026	-0.6
Salad dressing[4]	0.050	-4.3	-0.002	1.55	S-Nov.2016	-4.3
Other fats and oils including peanut butter[4]	0.107	1.6	0.002	1.39	L-Nov.2024	3.3
Peanut butter[4, 5]	–	1.8	–	1.31	L-Apr.2026	5.5
Other foods	1.693	2.1	0.035	0.47	–	–
Soups	0.089	2.8	0.002	1.70	L-May 2026	2.8
Frozen and freeze dried prepared foods	0.296	-0.4	-0.001	0.98	S-May 2026	-1.5

See footnotes at end of table.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, July 2026, 12-month analysis table — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Jun. 2026	Twelve Month				
		Unadjusted percent change Jul. 2025-Jul. 2026	Unadjusted effect on All Items Jul. 2025-Jul. 2026[1]	Standard error, median price change[2]	Largest (L) or Smallest (S) unadjusted change since:[3]	
					Date	Percent change
Snacks	0.365	1.9	0.007	1.07	L-Feb.2026	2.0
Spices, seasonings, condiments, sauces	0.320	3.7	0.011	0.87	L-Apr.2026	3.7
Salt and other seasonings and spices[4, 5]	–	5.4	–	1.33	L-Apr.2026	7.1
Olives, pickles, relishes[4, 5]	–	2.6	–	1.42	L-May 2026	5.2
Sauces and gravies[4, 5]	–	2.4	–	1.20	L-May 2026	3.3
Other condiments[5]	–	4.7	–	2.64	–	–
Baby food and formula[4]	0.052	1.8	0.001	1.23	L-Jun.2025	1.8
Other miscellaneous foods[4]	0.572	2.8	0.016	1.02	S-Jan.2026	2.6
Prepared salads[5, 6]	–	0.2	–	1.06	S-May 2026	-0.2
Food away from home	5.290	3.4	0.186	0.18	–	–
Full service meals and snacks[4]	2.346	3.4	0.082	0.31	S-Jan.2025	3.3
Limited service meals and snacks[4]	2.645	3.3	0.090	0.24	L-May 2026	3.3
Food at employee sites and schools[4]	0.064	1.6	0.001	1.49	S-Jul.2022	-13.9
Food at elementary and secondary schools[5, 7]	–	–	–	–	–	–
Food from vending machines and mobile vendors[4]	0.052	2.6	0.001	1.37	L-Mar.2026	3.2
Other food away from home[4]	0.183	5.2	0.011	0.44	L-Mar.2026	5.2
Energy	7.432	14.7	0.982	0.38	S-Mar.2026	12.5
Energy commodities	4.132	24.7	0.841	0.26	S-Mar.2026	19.4
Fuel oil and other fuels	0.161	22.4	0.031	0.98	S-Feb.2026	1.1
Fuel oil	0.106	39.1	0.031	1.14	S-Feb.2026	6.2
Propane, kerosene, and firewood[8]	0.055	-0.5	0.000	1.26	L-May 2026	0.6
Motor fuel	3.971	24.8	0.810	0.26	S-Mar.2026	19.2
Gasoline (all types)	3.852	24.6	0.783	0.31	S-Mar.2026	18.9
Gasoline, unleaded regular[5]	–	25.3	–	0.78	S-Mar.2026	19.4
Gasoline, unleaded midgrade[5, 9]	–	23.0	–	0.73	S-Mar.2026	17.4
Gasoline, unleaded premium[5]	–	21.5	–	0.72	S-Mar.2026	16.5
Other motor fuels[4]	0.119	30.7	0.027	0.57	S-Feb.2026	-1.1
Energy services	3.300	4.3	0.141	0.73	L-May 2026	5.3
Electricity	2.552	4.2	0.107	0.89	L-May 2026	5.9
Utility (piped) gas service	0.748	4.3	0.034	1.04	L-Mar.2026	6.4
All items less food and energy	79.047	2.5	1.978	0.11	S-Feb.2026	2.5
Commodities less food and energy commodities	18.829	0.8	0.156	0.16	–	–
Household furnishings and supplies[10]	3.328	0.8	0.026	0.45	S-May 2025	0.6
Window and floor coverings and other linens[4]	0.233	-2.5	-0.006	1.78	S-Oct.2024	-3.0
Floor coverings[4]	0.067	-1.7	-0.001	4.22	S-Apr.2025	-4.6
Window coverings[4]	0.045	4.6	0.003	3.46	S-Sep.2025	0.1
Other linens[4]	0.121	-5.7	-0.008	2.58	L-May 2026	0.1
Furniture and bedding	0.856	0.5	0.004	1.12	S-May 2025	0.0
Bedroom furniture	0.291	-0.2	-0.001	1.88	S-Apr.2026	-0.2
Living room, kitchen, and dining room furniture[4]	0.432	1.1	0.005	1.59	S-Apr.2026	1.1
Other furniture[4]	0.128	-0.2	0.000	2.31	S-Aug.2025	-0.2
Appliances[4]	0.196	-1.0	-0.003	1.52	L-May 2026	0.2
Major appliances[4]	0.065	-4.1	-0.003	1.99	L-May 2026	-1.6
Laundry equipment[5]	–	-0.1	–	2.46	L-May 2026	0.3
Other appliances[4]	0.129	0.8	0.000	2.08	L-May 2026	1.2
Other household equipment and furnishings[4]	0.543	-0.1	-0.002	1.53	S-Dec.2024	-0.3
Clocks, lamps, and decorator items	0.309	-4.5	-0.015	1.90	L-May 2026	-2.5
Indoor plants and flowers[11]	0.117	4.7	0.005	2.34	S-Sep.2025	4.5
Dishes and flatware[4]	0.046	10.4	0.004	4.86	S-Feb.2026	7.2
Nonelectric cookware and tableware[4]	0.072	6.4	0.003	2.37	S-Nov.2025	6.3
Tools, hardware, outdoor equipment and supplies[4]	0.669	1.6	0.014	0.99	S-Jun.2025	1.3
Tools, hardware and supplies[4]	0.210	3.5	0.008	1.55	S-May 2025	1.4
Outdoor equipment and supplies[4]	0.283	0.0	0.002	1.49	S-Jun.2025	-0.3

See footnotes at end of table.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, July 2026, 12-month analysis table — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Jun. 2026	Twelve Month				
		Unadjusted percent change Jul. 2025-Jul. 2026	Unadjusted effect on All Items Jul. 2025-Jul. 2026[1]	Standard error, median price change[2]	Largest (L) or Smallest (S) unadjusted change since:[3]	
					Date	Percent change
Housekeeping supplies	0.831	2.5	0.020	0.55	L-May 2026	2.9
Household cleaning products[4]	0.302	3.2	0.009	0.79	L-Dec.2023	3.8
Household paper products[4]	0.170	0.8	0.001	1.02	L-May 2026	2.0
Miscellaneous household products[4]	0.358	2.8	0.009	0.93	S-Dec.2025	2.1
Apparel	2.437	3.9	0.092	0.82	–	–
Men's and boys' apparel	0.605	3.5	0.020	1.60	L-Oct.2023	5.3
Men's apparel	0.485	3.5	0.016	1.76	L-Oct.2023	5.0
Men's suits, sport coats, and outerwear	0.099	-1.3	-0.001	7.95	L-Nov.2025	-0.7
Men's underwear, nightwear, swimwear, and accessories	0.135	6.2	0.008	1.49	L-Sep.2023	6.2
Men's shirts and sweaters[4]	0.128	3.6	0.005	2.83	L-May 2026	6.4
Men's pants and shorts	0.119	4.2	0.005	2.19	L-Sep.2025	4.9
Boys' apparel	0.119	3.3	0.004	2.15	L-Feb.2025	4.5
Women's and girls' apparel	0.969	3.2	0.030	1.36	S-Feb.2026	2.9
Women's apparel	0.822	2.9	0.023	1.35	S-Jan.2026	1.2
Women's outerwear	0.066	3.0	0.002	4.53	L-Jan.2026	5.7
Women's dresses	0.110	-4.9	-0.007	3.68	S-Apr.2025	-5.1
Women's suits and separates[4]	0.385	5.2	0.019	2.01	L-Nov.2022	5.9
Women's underwear, nightwear, swimwear, and accessories[4]	0.245	3.8	0.008	1.70	S-Mar.2026	2.6
Girls' apparel	0.147	5.3	0.007	3.09	S-Apr.2026	5.3
Footwear	0.591	3.4	0.020	1.08	S-Mar.2026	2.4
Men's footwear	0.192	2.8	0.005	1.43	S-Mar.2026	1.4
Boys' and girls' footwear	0.126	2.1	0.003	1.97	S-Jan.2026	1.5
Women's footwear	0.273	4.5	0.012	1.68	L-May 2026	6.2
Infants' and toddlers' apparel	0.097	-1.7	-0.002	2.25	S-Jun.2025	-2.9
Jewelry and watches[8]	0.175	14.4	0.024	3.17	L-May 2026	18.8
Watches[8]	0.035	10.6	0.004	2.99	L-Nov.2017	11.2
Jewelry[8]	0.140	15.2	0.020	3.90	L-May 2026	21.4
Transportation commodities less motor fuel[10]	6.842	-0.2	-0.019	0.07	L-Dec.2025	0.9
New vehicles	3.751	0.5	0.020	0.05	–	–
New cars[5]	–	1.1	–	0.14	–	–
New trucks[5, 12]	–	0.5	–	0.06	L-Nov.2025	0.6
Used cars and trucks	2.679	-1.9	-0.043	0.10	S-May 2026	-2.0
Motor vehicle parts and equipment	0.338	1.5	0.005	0.75	S-Apr.2025	1.2
Tires	0.283	0.7	0.002	0.80	S-Aug.2024	-1.6
Vehicle accessories other than tires[4]	0.055	5.5	0.003	1.45	L-May 2023	5.8
Vehicle parts and equipment other than tires[5]	–	6.6	–	1.47	L-Mar.2026	6.6
Motor oil, coolant, and fluids[5]	–	4.3	–	1.93	L-May 2023	10.5
Medical care commodities	1.412	-2.7	-0.040	0.93	S-EVER	–
Medicinal drugs[10]	1.282	-2.7	-0.036	1.00	S-EVER	–
Prescription drugs	0.919	-3.1	-0.030	1.26	S-Mar.1963	-3.2
Nonprescription drugs[10]	0.362	-1.7	-0.007	1.04	–	–
Medical equipment and supplies[10]	0.130	-2.7	-0.004	1.17	S-Aug.2021	-4.5
Recreation commodities[10]	1.916	3.1	0.060	0.59	L-Mar.2026	3.3
Video and audio products[10]	0.259	2.4	0.007	1.22	L-Apr.2026	2.8
Televisions[13]	0.105	-0.8	0.000	1.73	L-Feb.2022	0.4
Other video equipment[13]	0.019	10.0	0.001	3.17	L-EVER	–
Audio equipment	0.045	-1.5	-0.001	3.47	S-Mar.2025	-1.9
Recorded music and music subscriptions[4]	0.084	8.0	0.006	2.22	L-Feb.2026	9.1
Pets and pet products	0.600	1.7	0.010	0.78	L-Apr.2026	2.6
Pet food and treats[4, 5]	–	1.3	–	0.66	–	–
Purchase of pets, pet supplies, accessories[4, 5]	–	1.7	–	2.08	L-Apr.2026	1.9
Sporting goods	0.531	4.3	0.022	1.31	S-Apr.2026	3.9

See footnotes at end of table.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, July 2026, 12-month analysis table — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Jun. 2026	Twelve Month				
		Unadjusted percent change Jul. 2025-Jul. 2026	Unadjusted effect on All Items Jul. 2025-Jul. 2026[1]	Standard error, median price change[2]	Largest (L) or Smallest (S) unadjusted change since:[3]	
					Date	Percent change
Sports vehicles including bicycles	0.285	5.6	0.015	2.06	S-May 2026	4.6
Sports equipment	0.234	2.9	0.007	1.20	L-May 2026	4.2
Photographic equipment and supplies	0.025	0.0	0.000	2.75	S-Mar.2025	-0.4
Photographic equipment[4, 5]	–	-0.7	–	2.53	S-Sep.2023	-1.8
Recreational reading materials	0.110	2.2	0.002	2.40	L-Dec.2025	3.8
Newspapers and magazines[4]	0.055	6.0	0.003	3.27	S-May 2026	0.3
Recreational books[4]	0.055	-1.2	-0.001	3.10	L-Jan.2026	-0.4
Other recreational goods[4]	0.391	4.5	0.018	1.39	L-Sep.2022	4.7
Toys	0.305	4.0	0.013	1.59	L-Sep.2022	4.2
Toys, games, hobbies and playground equipment[4, 5]	–	3.8	–	2.01	L-Nov.2022	5.1
Sewing machines, fabric and supplies[4]	0.028	12.9	0.002	4.49	S-Apr.2026	4.2
Music instruments and accessories[4]	0.043	3.8	0.002	1.63	S-Jul.2025	3.4
Education and communication commodities[10]	0.774	-4.5	-0.034	1.44	L-Jan.2026	-3.5
Educational books and supplies	0.037	1.2	0.000	3.13	L-May 2025	9.4
College textbooks[5, 14]	–	-0.4	–	3.53	L-Jan.2026	0.6
Information technology commodities[10]	0.736	-4.8	-0.034	1.54	L-Jan.2026	-3.8
Computers, peripherals, and smart home assistants[6]	0.298	3.9	0.014	1.88	L-Mar.2022	7.6
Computer software and accessories[4]	0.031	21.2	0.006	3.10	L-EVER	–
Telephone hardware, calculators, and other consumer information items[13]	0.407	-11.8	-0.053	2.17	L-Jan.2026	-7.6
Smartphones[5, 15]	–	-10.9	–	1.74	L-Jan.2026	-10.6
Alcoholic beverages	0.823	2.1	0.017	0.32	L-May 2026	2.1
Alcoholic beverages at home	0.386	0.6	0.003	0.49	S-Apr.2026	0.4
Beer, ale, and other malt beverages at home	0.134	2.8	0.004	0.61	S-Apr.2026	2.2
Distilled spirits at home	0.087	0.2	0.000	0.85	–	–
Whiskey at home[5]	–	1.7	–	1.75	L-Mar.2026	1.7
Distilled spirits, excluding whiskey, at home[5]	–	-0.1	–	1.23	–	–
Wine at home	0.165	-0.9	-0.001	0.68	L-May 2026	-0.5
Alcoholic beverages away from home	0.437	3.6	0.015	0.52	L-Apr.2026	3.6
Beer, ale, and other malt beverages away from home[4, 5]	–	3.2	–	0.70	L-Apr.2026	3.6
Wine away from home[4, 5]	–	1.8	–	0.73	L-May 2026	1.9
Distilled spirits away from home[4, 5]	–	3.6	–	1.15	L-Dec.2025	3.8
Other goods[10]	1.297	4.2	0.054	0.46	L-May 2026	4.5
Tobacco and smoking products[13]	0.445	6.7	0.031	0.72	L-May 2026	7.8
Cigarettes[4]	0.327	7.3	0.025	0.73	S-Oct.2024	7.3
Tobacco products other than cigarettes[4]	0.114	4.7	0.005	1.08	L-May 2026	4.8
Personal care products	0.670	3.1	0.021	0.67	L-Mar.2024	3.4
Hair, dental, shaving, and miscellaneous personal care products[4]	0.320	3.4	0.010	0.76	–	–
Cosmetics, perfume, bath, nail preparations and implements	0.340	3.0	0.010	1.18	L-May 2026	3.0
Miscellaneous personal goods[4]	0.182	1.2	0.002	1.67	S-Nov.2025	0.7
Stationery, stationery supplies, gift wrap[5]	–	1.1	–	1.39	S-Mar.2026	0.8
Services less energy services	60.217	3.0	1.822	0.14	S-Mar.2026	3.0
Shelter	35.304	3.2	1.125	0.19	S-Mar.2026	3.0
Rent of shelter[16]	35.016	3.2	1.107	0.19	–	–
Rent of primary residence	7.716	2.9	0.219	0.15	L-May 2026	2.9
Lodging away from home[4]	1.450	3.0	0.045	2.40	S-Mar.2026	2.6
Lodging while at school[16]	0.215	3.0	0.007	0.32	–	–
Other lodging away from home including hotels and motels	1.236	2.6	0.038	2.88	S-Mar.2026	2.1
Owners' equivalent rent of residences[16]	25.849	3.2	0.843	0.17	S-Mar.2026	3.1

See footnotes at end of table.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, July 2026, 12-month analysis table — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Jun. 2026	Twelve Month				
		Unadjusted percent change Jul. 2025-Jul. 2026	Unadjusted effect on All Items Jul. 2025-Jul. 2026[1]	Standard error, median price change[2]	Largest (L) or Smallest (S) unadjusted change since:[3]	
					Date	Percent change
Owners' equivalent rent of primary residence[16]	24.886	3.2	0.805	0.17	–	–
Tenants' and household insurance[4]	0.288	4.8	0.018	1.16	S-Jun.2025	4.8
Water and sewer and trash collection services[4]	1.140	4.6	0.052	0.31	–	–
Water and sewerage maintenance	0.783	5.0	0.038	0.31	S-Apr.2026	5.0
Garbage and trash collection[12]	0.357	3.9	0.014	0.71	L-Apr.2026	4.2
Household operations[4]	–	–	–	–	–	–
Domestic services[4]	–	–	–	–	–	–
Gardening and lawncare services[4]	0.390	12.3	0.044	1.38	L-Sep.2025	13.9
Moving, storage, freight expense[4]	0.078	-3.9	-0.012	2.57	S-Feb.2026	-4.2
Repair of household items[4]	–	–	–	–	–	–
Medical care services	6.840	2.7	0.183	0.53	S-Jan.2025	2.7
Professional services	3.408	3.4	0.119	0.77	S-Jan.2026	3.4
Physicians' services	1.660	2.4	0.040	1.50	–	–
Dental services	0.917	5.1	0.046	1.21	S-Dec.2025	3.8
Eyeglasses and eye care[8]	0.317	1.8	0.006	0.85	L-May 2026	2.1
Services by other medical professionals[8]	–	–	–	–	–	–
Hospital and related services[13]	2.607	5.4	0.133	0.72	S-Aug.2025	5.3
Hospital services[17]	2.156	5.2	0.108	0.74	L-May 2026	5.7
Inpatient hospital services[5, 17]	–	5.2	–	1.82	S-Sep.2025	5.2
Outpatient hospital services[5, 8]	–	5.8	–	1.24	S-Jun.2025	3.8
Nursing homes and adult day services[17]	0.221	4.2	0.009	0.54	S-Sep.2025	4.1
Home health care[7]	0.229	9.7	0.016	2.31	S-May 2026	7.9
Health insurance[7]	0.826	-8.0	-0.069	0.57	S-Apr.2024	-11.6
Transportation services	6.352	2.9	0.184	0.53	S-Feb.2026	2.2
Leased cars and trucks[14]	0.384	-1.1	-0.004	1.37	L-Jul.2025	0.2
Car and truck rental[4]	0.157	-3.9	-0.003	2.93	L-Apr.2026	-0.1
Motor vehicle maintenance and repair	1.048	6.6	0.068	1.67	S-May 2026	6.1
Motor vehicle body work	0.058	3.6	0.002	1.18	S-May 2025	3.3
Motor vehicle maintenance and servicing	0.519	7.3	0.037	0.70	S-Apr.2026	6.7
Motor vehicle repair[4]	0.403	6.2	0.025	3.58	L-Dec.2025	6.2
Motor vehicle insurance	2.570	-4.5	-0.124	0.94	S-Dec.2020	-4.8
Motor vehicle fees[4]	0.510	2.5	0.013	0.67	S-Dec.2025	1.3
State motor vehicle registration and license fees[4]	0.296	3.5	0.010	0.67	S-Dec.2025	1.8
Parking and other fees[4]	0.194	1.2	0.002	1.22	S-Feb.2026	-0.1
Parking fees and tolls[4, 5]	–	3.5	–	1.05	S-Apr.2026	2.9
Public transportation	1.683	16.1	0.233	0.98	S-Apr.2026	13.7
Airline fares	1.091	25.5	0.220	1.31	S-Apr.2026	20.7
Other intercity transportation	0.232	-4.4	-0.011	2.33	S-Oct.2024	-6.1
Ship fare[4, 5]	–	-8.4	–	3.78	S-Sep.2020	-9.6
Intracity transportation	0.355	7.0	0.023	1.26	L-Aug.2021	10.9
Intracity mass transit[5, 10]	–	–	–	–	–	–
Recreation services[10]	3.154	2.2	0.074	0.48	S-Apr.2026	1.9
Video and audio services[10]	0.777	3.7	0.030	0.72	L-Jan.2026	4.0
Cable, satellite, and live streaming television service[12]	0.595	2.8	0.017	0.54	L-Dec.2025	3.7
Purchase, subscription, and rental of video[4]	0.181	7.8	0.013	2.80	L-Apr.2026	7.8
Video discs and other media[4, 5]	–	9.2	–	5.43	L-Apr.2026	10.9
Subscription and rental of video and video games[4, 5]	–	13.4	–	2.95	S-Mar.2026	13.3
Pet services including veterinary[4]	0.543	4.5	0.024	0.77	S-Nov.2021	4.2
Pet services[4, 5]	–	5.1	–	1.42	S-Dec.2025	5.0
Veterinarian services[4, 5]	–	4.7	–	1.13	S-Nov.2021	3.4
Photographers and photo processing[4]	0.036	0.9	0.001	1.32	S-Feb.2026	0.6
Other recreation services[4]	1.798	1.0	0.019	0.68	S-Apr.2026	0.7

See footnotes at end of table.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, July 2026, 12-month analysis table — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Jun. 2026	Twelve Month				
		Unadjusted percent change Jul. 2025-Jul. 2026	Unadjusted effect on All Items Jul. 2025-Jul. 2026[1]	Standard error, median price change[2]	Largest (L) or Smallest (S) unadjusted change since:[3]	
					Date	Percent change
Club membership for shopping clubs, fraternal, or other organizations, or participant sports fees[4]	0.740	-1.1	-0.009	0.59	L-May 2026	-1.1
Admissions	0.695	3.0	0.022	1.32	S-Apr.2026	2.2
Admission to movies, theaters, and concerts[4, 5]	–	2.3	–	1.47	S-Mar.2025	2.2
Admission to sporting events[4, 5]	–	2.1	–	10.68	S-May 2026	1.3
Fees for lessons or instructions[8]	0.155	1.3	0.002	1.19	S-Jun.2024	0.9
Education and communication services[10]	4.904	1.3	0.066	0.27	L-May 2026	1.9
Tuition, other school fees, and childcare	2.499	2.7	0.069	0.36	L-Apr.2026	2.9
College tuition and fees	1.313	2.2	0.029	0.61	L-Aug.2025	2.2
Elementary and high school tuition and fees[13]	0.400	3.4	0.014	0.54	L-May 2026	3.6
Day care and preschool[11]	0.683	3.4	0.024	0.65	S-Jul.2022	3.2
Technical and vocational school tuition and fixed fees[4]	0.045	1.4	0.001	0.42	S-Jun.2025	1.0
Postage and delivery services[4]	0.067	13.3	0.008	0.32	S-Apr.2026	9.6
Postage	0.062	13.3	0.007	0.34	S-Apr.2026	9.1
Delivery services[4]	0.005	12.6	0.000	0.62	S-Mar.2026	9.8
Telephone services[4]	1.413	-3.0	-0.042	0.18	L-May 2026	-1.0
Wireless telephone services[4]	1.289	-3.6	-0.045	0.17	L-May 2026	-1.4
Residential telephone services[10]	0.124	2.4	0.003	0.74	L-Apr.2026	2.5
Internet services and electronic information providers[4]	0.915	3.5	0.032	0.82	L-May 2026	3.7
Other personal services[10]	1.608	4.4	0.071	0.49	S-Apr.2026	4.2
Personal care services	0.667	4.4	0.029	0.55	–	–
Haircuts and other personal care services[4]	0.667	4.4	0.029	0.55	–	–
Miscellaneous personal services	0.941	4.5	0.042	0.79	S-Mar.2026	2.4
Legal services[8]	–	–	–	–	–	–
Funeral expenses[8]	0.164	3.0	0.005	0.89	S-Mar.2026	2.8
Laundry and dry cleaning services[4]	0.130	5.3	0.007	1.72	–	–
Apparel services other than laundry and dry cleaning[4]	0.029	6.6	0.002	2.43	S-Jan.2026	5.4
Financial services[8]	0.241	1.8	0.004	1.41	S-Apr.2026	-2.7
Checking account and other bank services[4, 5]	–	-1.4	–	1.88	S-Mar.2022	-2.6
Tax return preparation and other accounting fees[4, 5]	–	4.1	–	3.16	S-Apr.2026	-4.1
Special aggregate indexes						
All items less food	86.478	3.4	2.960	0.10	S-Mar.2026	3.3
All items less shelter	64.696	3.5	2.240	0.11	S-Mar.2026	3.4
All items less food and shelter	51.174	3.6	1.835	0.14	S-Mar.2026	3.6
All items less food, shelter, and energy	43.743	1.9	0.854	0.16	S-May 2025	1.9
All items less food, shelter, energy, and used cars and trucks	41.064	2.2	0.896	0.17	S-Nov.2025	2.2
All items less medical care	91.748	3.5	3.223	0.09	S-Mar.2026	3.3
All items less energy	92.568	2.6	2.384	0.09	S-Mar.2026	2.6
Commodities	36.483	3.9	1.402	0.11	S-Mar.2026	3.4
Commodities less food, energy, and used cars and trucks	16.151	1.2	0.199	0.18	–	–
Commodities less food	22.961	4.4	0.997	0.14	S-Mar.2026	3.9
Commodities less food and beverages	22.138	4.5	0.979	0.14	S-Mar.2026	4.0
Services	63.517	3.1	1.963	0.14	S-Mar.2026	3.1
Services less rent of shelter[16]	28.502	3.0	0.856	0.22	S-Oct.2023	3.0
Services less medical care services	56.677	3.1	1.780	0.14	S-Mar.2026	3.1
Durables	10.542	-0.2	-0.018	0.18	–	–
Nondurables	25.941	5.6	1.420	0.13	S-Mar.2026	4.9
Nondurables less food	12.419	8.6	1.015	0.22	S-Mar.2026	7.4

See footnotes at end of table.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, July 2026, 12-month analysis table — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Jun. 2026	Twelve Month				
		Unadjusted percent change Jul. 2025-Jul. 2026	Unadjusted effect on All Items Jul. 2025-Jul. 2026[1]	Standard error, median price change[2]	Largest (L) or Smallest (S) unadjusted change since:[3]	
					Date	Percent change
Nondurables less food and beverages	11.596	9.1	0.998	0.24	S-Mar.2026	7.9
Nondurables less food, beverages, and apparel	9.159	10.6	0.906	0.19	S-Mar.2026	9.2
Nondurables less food and apparel	9.982	9.9	0.923	0.17	S-Mar.2026	8.6
Housing	44.149	3.3	1.443	0.17	–	–
Education and communication[4]	5.677	0.5	0.033	0.30	L-May 2026	0.8
Education[4]	2.537	2.7	0.069	0.34	L-Apr.2026	2.8
Communication[4]	3.141	-1.2	-0.037	0.42	L-May 2026	-0.6
Information and information processing[4]	3.074	-1.5	-0.044	0.43	L-May 2026	-0.9
Information technology, hardware and services[13]	1.661	-0.2	-0.002	0.78	L-Jan.2026	0.3
Recreation[4]	5.070	2.6	0.133	0.36	S-May 2026	2.6
Video and audio[4]	1.036	3.5	0.037	0.59	L-Jan.2026	3.9
Pets, pet products and services[4]	1.143	3.0	0.035	0.64	S-Nov.2025	2.6
Photography[4]	0.061	0.6	0.001	1.23	S-Sep.2025	-0.4
Food and beverages	14.345	2.9	0.423	0.16	S-Mar.2026	2.6
Domestically produced farm food	6.875	2.3	0.159	0.22	S-May 2026	2.2
Other services	9.665	2.1	0.211	0.22	S-Apr.2026	1.9
Apparel less footwear	1.846	4.0	0.072	0.94	L-May 2026	4.7
Fuels and utilities	4.602	4.9	0.223	0.53	L-May 2026	6.0
Household energy	3.461	5.0	0.171	0.69	L-May 2026	6.4
Medical care	8.252	1.7	0.142	0.48	S-Feb.2024	1.4
Transportation	17.165	5.8	0.975	0.22	S-Mar.2026	5.0
Private transportation	15.482	4.9	0.742	0.21	S-Mar.2026	4.4
New and used motor vehicles[4]	7.045	-0.4	-0.031	0.14	L-Dec.2025	0.5
Utilities and public transportation	8.131	5.0	0.401	0.37	L-May 2026	6.0
Household furnishings and operations	4.243	2.2	0.095	0.41	S-Mar.2025	0.9
Other goods and services	2.905	4.3	0.125	0.35	S-Mar.2026	3.8
Personal care	2.460	3.8	0.094	0.41	S-Apr.2026	3.8

[1] The 'effect' of an item category is a measure of that item's contribution to the All items price change. For example, if the Food index had an effect of 0.40, and the All items index rose 1.2 percent, then the increase in food prices contributed 0.40 / 1.2, or 33.3 percent, to that All items increase. Said another way, had food prices been unchanged for that year the change in the All items index would have been 1.2 percent minus 0.40, or 0.8 percent. Effects can be negative as well. For example, if the effect of food was a negative 0.1, and the All items index rose 0.5 percent, the All items index actually would have been 0.1 percent higher (or 0.6 percent) had food prices been unchanged. Since food prices fell while prices overall were rising, the contribution of food to the All items price change was negative (in this case, -0.1 / 0.5, or minus 20 percent).

[2] A statistic's margin of error is often expressed as its point estimate plus or minus two standard errors. For example, if a CPI category rose 2.6 percent, and its standard error was 0.25 percent, the margin of error on this item's 12-month percent change would be 2.6 percent, plus or minus 0.5 percent.

[3] If the current 12-month percent change is greater than the previous published 12-month percent change, then this column identifies the closest prior month with a 12-month percent change as (L)arge as or (L)arger than the current 12-month change. If the current 12-month percent change is smaller than the previous published 12-month percent change, the most recent month with a change as (S)mall or (S)maller than the current month change is identified. If the current and previous published 12-month percent changes are equal, a dash will appear. Standard numerical comparison is used. For example, 2.0% is greater than 0.6%, -4.4% is less than -2.0%, and -2.0% is less than 0.0%. Note that a (L)arger change can be a smaller decline, for example, a -0.2% change is larger than a -0.4% change, but still represents a decline in the price index. Likewise, (S)maller changes can be increases, for example, a 0.6% change is smaller than 0.8%, but still represents an increase in the price index. In this context, a -0.2% change is considered to be smaller than a 0.0% change.

[4] Indexes on a December 1997=100 base.

[5] Special indexes based on a substantially smaller sample. These series do not contribute to the all items index aggregation and therefore do not have a relative importance or effect.

[6] Indexes on a December 2007=100 base.

[7] Indexes on a December 2005=100 base.

[8] Indexes on a December 1986=100 base.

[9] Indexes on a December 1993=100 base.

[10] Indexes on a December 2009=100 base.

[11] Indexes on a December 1990=100 base.

[12] Indexes on a December 1983=100 base.

[13] Indexes on a December 2024=100 base.

[14] Indexes on a December 2001=100 base.

[15] Indexes on a December 2019=100 base.

[16] Indexes on a December 1982=100 base.

[17] Indexes on a December 1996=100 base.



LICENSE AGREEMENT

BETWEEN

THE CITY OF BROWNSVILLE

AND

MARCK INDUSTRIES OF TEXAS LLC, D/B/A

RED FISH RECYCLING

FOR

MUNICIPAL RESIDENTIAL RECYCLING COLLECTION AND PROCESSING SERVICES

(RFP# 001-25-IS-RFP)

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LICENSE AGREEMENT BETWEEN THE CITY OF BROWNSVILLE AND MARCK INDUSTRIES OF TEXAS LLC DBA REDFISH RECYCLING FOR MUNICIPAL RESIDENTIAL RECYCLING COLLECTION AND PROCESSING SERVICES (RFP# 001-25-IS-RFP)

This is a **LICENSE AGREEMENT** (hereafter the "Agreement") between the CITY OF BROWNSVILLE, TEXAS, a Texas Home-Rule Municipal under the Texas Constitution and (hereafter the "City") and Marck Industries of Texas LLC DBA Red Fish Recycling, a publicly traded company, Federal EIN #46-1113357 (hereafter "LICENSEE"), both acting by and through their duly authorized agents and representatives. The City and Licensee may be hereinafter referred to individually as a "Party" or collectively as the "Parties."

AGREEMENT

Terms and conditions for performance and compensation payment for this Agreement are set forth in the following contract documents, true and correct copies of which are attached and fully incorporated herein verbatim for all purposes:

1. Request for Proposals RFP# 001-25-IS-RFP: Residential Recycling Collection and Processing Services;
2. Response to Request for Proposals RFP# 001-25-IS-RFP, including all the attachments;
    a. Form 1. Request for Proposal Acknowledgment
    b. Form 2. Conflict of Interest Questionnaire
    c. Form 3. HB 1295 Form
    d. Form 4. Proposer's Statement of Organization
    e. Form 5. Experience
    f. Form 6. Non-Collusion Affidavit
    g. Form 7. Drug-Free Workplace
    h. Form 8. Proposed Rates
    i. Form 9. Litigation Disclosure Form
    j. Form 10. Disclosure of Interest Form
    k. Form 11. City Certification Forms
    l. Form 12. Bid Bond/ Proposal Bond
    m. Form 13. Addenda Acknowledgement – This form will be issued out by the City at the time of an addenda.
3. Best and Final Offer (BAFO) Submission Form
4. Addendum 1 Acknowledgement;
5. Addendum 2 Acknowledgement;
6. City's General Franchise Ordinance, codified at Chapter 309 of the Brownsville Code of Ordinance, as may be amended;

7. Any applicable Texas statute governing waste management in general and residential waste management in particular; and
8. The following listed and numbered Exhibits:
    a. Exhibit “A” – Red Fish Rate Schedule
    b. Exhibit “B” – Red Fish’s Equipment List

All the documents attached hereto and those incorporated by reference constitute the contract documents for this Agreement. The RFP and its addendum govern Red Fish Recycling's response; this License Agreement governs both the RFP and the response; the City’s Franchise Ordinance governs all in case of conflict. It is understood and agreed by the Parties that the City does not guarantee any minimum volume of work, and that Licensee will be paid for actual work performed and for allowable expenses, provided that Licensee shall present City with an invoice for all expenses and services monthly within 14 days of the end of the month. Payment shall be made no more than 30 calendar days following receipt and approval of each invoice.

This agreement supersedes any previous agreement or understanding of the parties, whether written or oral.

ARTICLE I. DEFINITIONS; LICENSE

SECTION 1. DEFINITIONS. Unless otherwise specified herein the following terms shall have the following meanings:

Administrator: means the Director of Internal Services for the City of Brownsville or his/her designee. The Administrator shall be the City’s official representative in routine discussions with the Licensee regarding the Agreement.

Agreement or Contract: means the agreement between the City and the Licensee including all attachments and amendments thereto, between the City and the Licensee, governing the provision of Collection Services.

Agreement or *License Year:* shall mean a twelve (12) month period commencing upon the Effective Date hereof and, thereafter, any anniversary of the Effective Date.

Automated Collection Service: means the Collection of Program Recyclables in a Recycling Cart, using fully automated equipment (e.g., a side-loading Collection vehicle that is manned with a driver only) or semi-automated equipment (e.g., a rear-loading Collection vehicle equipped with a hydraulic "tipper," a driver, and a crew of one or two people).

Cart: means Recycling Cart.

“*City*” “*Licensor*” or “*Franchisor*”: refers to the home rule municipality known as the City of Brownsville, Texas.

Collection Service: means the process whereby Program Recyclables are removed and transported to the processing facility.

Consumer Price Index (CPI): means Consumer Price Index for All Urban Consumers - US City Average as published by the United States Department of Labor, Bureau of Statistics, or a successor agency.

Dwelling Unit: means a group of rooms located within a building and forming a single habitable unit with facilities which are used or intended to be used for living, sleeping, cooking and eating for the exclusive use of the occupants thereof, including mobile homes or house trailers.

Person: means any individual, partnership, corporation, association, institution, cooperative enterprise, municipal authority, federal government or agency, state institution and agency, or any other legal entity whatsoever which is recognized by law as being subject to such rights and duties.

Environmental Laws: shall mean any and all state, federal, and local statutes, rules, regulations, and ordinances relating to the protection of human health or the environment including, without limitation, the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act of 1976 and the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C.§6901, et seq., the Comprehensive Environmental Response Compensation, and Liability Action of 1980, 42U.S.C § 9601, et seq., as amended by the Transportation Act, 49 U.S.C. § 6901, et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq., the Clean Air Act, 42 U.S.C. § 7401, et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., the Safe Drinking Water Act, 42 U.S.C. §§ 3001f-300j, the United States Environmental Protection Agency's rules concerning underground storage tanks, 53 Fed. Reg. 307082 (9/23/88), all as may be amended or supplemented in the future, and any similar federal, state, and local environmental statutes and ordinances and the rules and regulations, orders and decrees now or hereafter promulgated thereunder.

Equipment: shall mean all vehicles, carts, containers, machinery, tools, and equipment, as well as related supplies and materials reasonably necessary for Licensee's performance.

Licensee or Contractor: shall refer to Marck Industries of Texas LLC DBA Red Fish Recycling, including its affiliates and subsidiaries, the entity to whom the franchise license for residential recycling collection has been granted pursuant to this Ordinance.

Premises: All private residential establishments within the scope of the service area as defined in this Agreement.

Program Recyclables: means, for the purpose of construing this Scope of Services, Recyclable Materials source separated by Residential Customers and set out for collection as part of the City’s recycling program. Program Recyclables shall include, at a minimum: newspaper, magazines, cardboard boxes, mail, books, paperboard food boxes and cartons, plastic bottles and jugs labeled #1 and #2, and appropriate plastic containers aluminum cans, and tin cans. The City prefers, though does not require, glass also be included in Program Recyclables.

Rate(s) or Rate Schedule: means the Licensee's fees and charges approved by the City for the Licensee's collection services.

Recyclable Material: means a material in municipal waste, which can be collected, separated and/or processed into a commodity to replace virgin materials in the manufacturing of new materials or products.

Recycling Cart: means a container that is made of heavy-duty hard plastic or other impervious material, with enclosed sides and a bottom, mounted on two wheels, equipped with a tight-fitting hinged lid, having a capacity of approximately ninety-five (95) gallons, and used for the automated or semi-automated collection of Program Recyclables.

Residential Customer or Customer: means, for the purpose of construing this Scope of Services, Dwelling Units including single family and multifamily up to four (4) units.

Request to Collect: The City will contact the Licensee requesting collection and/or service at a specific location with the nature of the request. This request may be a telephone call, electronic mail or facsimile (FAX), and/or in writing.

Solid Waste: Any recyclable materials, garbage, rubbish, refuse, sludge, from a waste treatment plant, water supply, or air pollution control facility, and other discarded material, including solid, liquid semisolid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agriculture operations, and from community and institutional activities. Solid Waste does not include Unacceptable Waste.

Unacceptable Waste: shall mean highly flammable substances, Hazardous Waste, liquid wastes, special wastes, certain pathological and biological wastes, explosives, toxic materials, radioactive materials, material that the disposal facility is not authorized to receive and/or dispose of, and other materials deemed by state, federal or local law, or in the reasonable discretion of Licensee, to be dangerous or threatening to health or the environment, or which cannot be legally accepted at the applicable disposal facility.

Valid Complaint: shall mean all complaints unless considered by the City or Licensee to be frivolous, vexatious, or based on mistaken belief.

Water, Sewer & Trash Collection Index: shall mean the particularized Consumer Price Index as defined by the U.S. Bureau of Labor Statistics.

SECTION 2. FRANCHISE LICENSE AND TERMS THEREOF

2.1 For and in consideration of the covenants, agreements, and promises contained herein, the City grants to Licensee an exclusive license to conduct the business of providing Residential Recycling Collection and Processing Services to Residential Customers in the City of Brownsville, Texas.

2.2 Licensee shall also have the right to use the public streets, alleys, and thoroughfares within the corporate limits of the City for the purpose of engaging in the business of Residential Recycling Collection and Processing Services within the City and the extraterritorial limits of the City.

2.3 Licensee agrees to make such collections available to residential customers for Recycling Collection and Processing Services within the City and agrees that such Collections will be performed pursuant to and consistent with the terms of this Agreement, as well as all ordinances and regulations of the City governing or relating to the Program Recyclables. The City agrees to provide Licensee with no less than thirty days' prior written notice of any proposed changes to such ordinances or regulations that would materially affect Licensee's obligations or performance under this Agreement.

2.4 Starting by October 1, 2025, and October 1st of each following year during the term of the Agreement, the Licensee shall provide to the Administrator a camera-ready public education flyer and a camera-ready refrigerator magnet for distribution to Residential Customers regarding Program Recyclables Collection Service. The flyer shall contain, at a minimum, definitions of the materials to be collected, items that cannot be collected, education to reduce contamination in Program Recyclables, procedures for setting out the materials, and maps of the service area indicating the days of Residential Collection Service. The magnet shall delineate the zones for the Residential Collection Service and the specific Collection days for Collection Service. The flyer and magnet design must be approved by the Administrator prior to Licensee distributing the materials. The Licensee shall cover the cost to print and shall distribute the flyer and magnet to Residential Customers no later than October 15, 2025 and no later than October 15th of each year thereafter during the term of the Agreement. License shall annually distribute a minimum of 46,000 bilingual flyers and magnets. In addition, Licensee shall prepare an information packet to be attached to Carts when delivered to Residential Customers. The Licensee is also responsible for creating and maintaining a website for customers, which will provide access to important updates regarding recycling services. All education and outreach material are subject to reasonable approval by the Administrator prior to production and distribution. All educational materials shall be developed in English and Spanish and shared in digital form with the City of Brownsville Communications and Marketing Department for additional social media community awareness.

SECTION 3. INDEPENDENT LICENSEE

3.1 The relationship of Licensee to the City shall be that of an independent Licensee, and no principal-agent or employer-employee relationship between the parties is created by this Agreement.

3.2 By entering into this Agreement with the City, Licensee acknowledges that it will, in the performance of its duties under this license, that it will perform as an independent licensee and that no officer, agent, or employee of the City and that no officer, agent or employee of Licensee will be for any purpose an employee of the City and that no officer, agent or employee of Licensee is entitled to any privileges of a City employee or officer under any provision of the statutes of the State of Texas and ordinances of the City of Brownsville.

SECTION 4. LICENSEE'S LOCAL OFFICE

4.1 Office/Managing Agent: The Licensee shall provide the Administrator with an emergency phone number or other cell phone numbers where the Licensee can be reached outside of the required office hours.

4.2 Hours: The Licensee(s) shall maintain an office within the corporate limits of the City of Brownville, Texas. The office shall be open Monday through Friday, 8:00 A.M. to 5:00 P.M. An authorized managing agent shall be on site, as well as competent personnel in the office to deal effectively with customers relating to the Licensee's service. The telephone number of the Licensee shall be available to customers twenty-four hours, seven days a week.

4.3 Staffing: Licensee's local office shall have a responsible person in charge during collection hours on collection days, shall be equipped with appropriate communication equipment, both telephonic and via internet, and adequate personnel to field and receive communications from customers. Licensee will document, follow up on and make best efforts to resolve all calls and valid complaints shall be addressed within twenty-four (24) hours of receipt of such complaint and shall be resolved within 48 hours.. The telephone number of the Licensee's responsible person shall be available to customers twenty-four hours a day, seven days a week.

4.4 Call Center: Licensee will provide a dedicated toll-free customer service line staffed by personnel familiar with Licensee's operations in Brownsville. The Licensee will assume direct responsibility for all service-related customer interactions.

4.5 Service Inquiries and Complaints: The Licensee will be responsible for handling all calls and complaints from customers. The customer complaint procedure will be submitted to the City thirty (30) day prior to the beginning of operations and shall be reviewed and approved by the City, with such approval to not be unreasonably withheld, conditioned or delayed. The procedure shall provide that valid complaints shall be addressed within twenty-four (24) hours of receipt of such complaint and shall be resolved within 48 hours. The Licensee shall be responsible for maintaining a log of complaints. The complaint log shall include copies of all complaints indicating the date and hour of the complaint, the

nature of the complaint, and the manner and timing of its resolution, if appropriate. If a particular complaint is repetitive (occurs three times within a 30-day period), then the Licensee shall meet with the City within five business days, and City agrees to make itself available within said period, on how to properly resolve said complaint.

SECTION 5. NOTICES UNDER THIS LICENSE

5.1 Any notice to the City required or permitted to be delivered hereunder shall be in writing to the Office of the City Manager and any other contact designated by the City Manager to Licensee.

5.2 Any notice to Licensee required or permitted to be delivered hereunder shall be in writing to the Licensee local agent in charge, with a copy to Licensee's principal home office.

SECTION 6. BOOKS AND RECORDS

6.1 The City is subject to the Texas Public Information Act. Licensee acknowledges the public shall have access at all reasonable times to all documents and information pertaining to City's contracts, subject to the Texas Public Information Act, and agrees to allow access by the City and the public to all documents subject to disclosures under applicable law.

6.2 Licensee agrees to keep and maintain public records required by the City to perform the service in Licensee's possession or control in connection with Licensee's performance under this Agreement and, upon the request from the City's custodian of public records, to provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable amount of time at a cost that does not exceed the cost provided by law. Licensee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Licensee does not transfer the records to the City. In accordance therewith, the City agrees to provide Licensee, upon request and prior to any required disclosure, with written guidance identifying records it considers exempt or confidential and exempt. The City shall also, upon request, confirm in writing whether specific records are subject to disclosure. Licensee shall not be liable for disclosure of any records unless such disclosure occurs contrary to the City's written guidance or in violation of clearly applicable law.

6.3 Upon completion of the Agreement, Licensee agrees, at no cost to City, to transfer to the City all public records in possession of the Licensee or keep and maintain public records required by the City to perform the service. If the Licensee transfers all public records to the City upon completion of the Agreement, the Licensee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Licensee keeps and maintains public records upon completion of the

Agreement, the Licensee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in the digital form kept by Licensee in the normal course of business.

6.4 Licensee's failure or refusal to comply with the provisions of this Section shall result in the immediate termination for cause of the Agreement by City.

6.5 The Licensee shall keep records of the amounts of Program Recyclables collected pursuant to this Agreement. Such records shall be kept separate and apart from all other records maintained by the Licensee.

6.6 The Licensee shall file and keep current with the City all documents and reports required by this Agreement. All documents and reports submitted to the City by the Licensee shall be prepared in good faith, without material omission or misrepresentation. Licensee shall provide additional information as reasonably requested by the Administrator to comply with such requirement.

6.7 At the end of each workday or in no event later than 9:00 a.m. the next workday, the Licensee shall electronically submit the following to the Administrator, in a format approved by the Administrator:

a. Summary of ending times by date for Collection Services by day;

b. Call log for all calls received from the Customers or the City since the previous report, including how such calls were resolved;

c. Record of any other non-collection occurrences during that workday, the reasons for the non-collection, and the addresses of such non-collection;

d. Full explanation of any complaint involving a claim of damage to public or private property as a result of actions of the Licensee that occurred within the last twenty-four (24) hours; and

e. Full explanation of any occurrences of leakage of fluids from a collection vehicle within the last twenty-four (24) hours, including the location of such leakage, the vehicle at issue, and the remediation measures used to correct same.

6.8 Each month, the Licensee shall provide separate daily weight slips for Program Recyclables with summary totals by route and day and totaled by material for each month. The monthly summaries shall total to an annual summary.

6.9 Prior to the fifteenth (15th) calendar day of each month during the term of this Agreement, the Licensee shall submit a report electronically to the Administrator, in a format approved by the Administrator, updating the number of new, replacement, or additional Recycling Carts distributed during the previous month, the date each was requested, and the date each Cart was delivered.

6.10 Prior to September 15th of each year during the term of this Agreement, the Licensee shall ensure and certify to the City that all required documents are current and on file with the City. Such documents include, but are not limited to, certificates of insurance, performance bond, route schedules and maps.

6.11 In addition to any other requirements of this Agreement, the Licensee shall be required to provide statistical and other pertinent information pertaining to Collection Service as may be reasonably requested by the City to monitor compliance with this Agreement, other pertinent laws and regulations

SECTION 7. TERM OF THIS AGREEMENT

7.1 Primary Term: The primary term of this License shall be for a period of SEVEN (7) years commencing on the "Effective Date" as defined herein, and expiring on or before December 31, 2032.

7.2 Renewal Terms. This License Agreement may be extended for three (3) one (1) year renewals at the City's option and on such other terms by the City Commission ratifying the License within sixty (60) days of the end of the primary term.

7.3 In the absence of such ratification, the License shall continue to run on a month-to-month basis for a period of ninety (90) days only. Thereafter any continuation must be under a signed continuation agreement.

7.4 If the City or the Licensee desires to modify the terms of the License during the primary or secondary active phase as specified above, notice of such intent must be provided with a minimum of thirty (30) day notice before any modification can be ratified. This notice requirement may be waived if both parties agree in writing to waive it.

7.5 Should the City choose not to exercise the renewal option of the Agreement, or should no renewal options remain, the City anticipates awarding a new agreement at least six (6)

months prior to the expiration of this Agreement or any subsequent renewals. In the event a new agreement has not been awarded within such time frame, the Licensee agrees to provide service to the City for up to an additional one hundred and eighty (180) day period beyond the expiration of the Agreement, provided the City requests said services, in writing, within one hundred twenty (120) days prior to expiration. The Rates for services during this holdover period shall be adjusted in accordance with the normal rate adjustment provisions set forth in this Agreement. However, if Licensee reasonably determines that the standard rate adjustment does not adequately account for increased costs of performance during the holdover period, the Parties agree to engage in good faith negotiations to establish a temporary rate that reasonably reflects such increased costs. In no event shall Licensee be required to provide services during the holdover period at rates that do not allow for recovery of its actual, documented, and reasonable costs, plus a fair and customary margin based on CPI values for this industry.

7.6 At the expiration of the Agreement, the Licensee shall work with the City and the newly selected hauler to ensure a smooth transition period with no interruption of service, including, but not limited to, attending coordination meetings with the City and newly selected hauler, as requested.

7.7 The City reserves the right to withhold payment to Licensee for the final month of service until Licensee has complied with all requirements of this Section.

SECTION 8. NON-APPROPRIATION CLAUSE

8.1 Licensee specifically understands and agrees that in the event no funds or insufficient funds are appropriated and/or budgeted concerning those obligations under this Agreement by the City of Brownsville City Commission, then upon written notice to Licensee the specified scope of service shall thereafter terminate and be null and void on the last day of the fiscal period for which such appropriations were made within penalty, liability or expense to the City of Brownsville. Notwithstanding, Licensee shall nevertheless be entitled to payment for services rendered through the effective date of termination.

SECTION 9. LICENSE NOT ASSIGNABLE WITHOUT CONSENT

9.1 Licensee understands and agrees that it may not assign, sell, convey, or otherwise delegate any duties arising under this exclusive license without the specific consent of the City Manager.

9.2 Licensee further agrees that any such assignment or delegation of rights or duties shall not relieve Licensee of its obligations to the City hereunder.

SECTION 10. EXCLUSIVITY AND PROTECTION OF FRANCHISEE

10.1 Subject to compliance with the terms and conditions pertaining to award of an exclusive franchise license, as specified herein, the Licensee awarded this franchise shall be entitled to the exclusivity and protections of the franchise as per Section 309-8 of the General Franchise Ordinance, as may be amended, and the City will exercise reasonable efforts to protect the franchisee from encroachments to the license.

ARTICLE II. SCOPE OF SERVICES

SECTION 11. RESIDENTIAL RECYCLING COLLECTION & MANAGEMENT

11.1 Licensee hereby agrees to collect all Program Recyclables in a single stream, meaning that paper fibers and commingled containers may be placed in the same Recycling Cart by residential customers within the corporate limits of the City.

11.2 Licensee shall, at its own cost and expense, furnish trained personnel and appropriate well-maintained equipment of the highest quality as identified in Exhibit "B" to collect Program Recyclables from customers; and will establish and maintain scheduled collection routes and special schedules as may be necessary to meet the collection service requirements of the customers located within the corporate city limits of the City.

11.3 Further Licensee shall utilize the schedules of service for Program Recyclables for residential customers as established by this Agreement, or any duly adopted amendments thereto.

11.4 Collection routes shall be as established by the Licensee and approved by the City. The Licensee is expected to meet the City's pickup schedule outlined in herein. The City reserves the right to reject routes, request modifications, and require updates from the Licensee.

11.5 Licensee acknowledges and agrees that Licensee shall be obligated to take such actions as necessary to fulfill its duties and obligations hereunder and that the City may from time to time issue written directions to Licensee clarifying the scope of Licensee's services provided such directions are consistent with the terms and intent of this Agreement and do not materially expand the Licensee's obligations or impose additional costs without the Licensee's prior written consent. If the Licensee reasonably believes that any such direction constitutes a material change or imposes an unreasonable burden, the Licensee shall notify the City in writing within ten (10) business days, and the parties shall work in good faith to resolve the issue.

11.6 It is understood and set forth that the current levels of service as provided by the current licensee are to be considered as the minimum level of service. Any material deviation from the minimum shall be considered a default by the Licensee.

11.7 Program Recyclables shall be delivered to the facility(ies) selected by the Licensee, which shall be a duly licensed facility(ies) intended for the proper handling of Program Recyclables. At the sole discretion of the City, Licensee may be directed to any transfer station which may hereafter be utilized in the future by the City. Any alternative disposal site must be approved in writing by the City prior to its use by Licensee.

11.8 With the exception of Christmas Day, the City does not recognize any holidays for the purpose of this Agreement. The Licensee is expected to provide services 364 days of the year. Service for Christmas Day must be performed on the day before.

11.9 Special provisions include backdoor or drive-in services for handicapped citizens as prescribed in City's Code of Ordinances.

11.10 Licensee shall participate in educational partnerships with local schools and universities as well as in City events to promote recycling awareness.

11.11 Licensee shall provide real-time service verification and tracking, with reports on household participation, contamination rates, service completion, and GPS route data available to the City.

SECTION 12. GEOGRAPHIC REGION COVERED

12.1 The geographic region within which this exclusive license is awarded shall be the area defined as the municipal city limits as established by Ordinance and any other services areas established by written agreement between the City and an adjoining public or private entity. The City shall provide the Licensee with at least sixty (60) days' prior written notice of any proposed expansion or modification of the service area. During this period, the Licensee may object in writing to any such change that it reasonably believes would materially impact its operations, costs, or capacity. The parties shall meet in good faith to address the Licensee's concerns and, if appropriate, negotiate equitable adjustments to service terms or compensation.

12.2 Licensee is not authorized under this License to provide Residential Recycling Collection and Processing Services outside of the geographic area specified herein; however, nothing in this Agreement shall be construed to prohibit or restrict the Licensee from providing such services to other customers or jurisdictions outside the designated area, under separate agreements or authority.

SECTION 13. RESIDENTIAL COLLECTION CONTAINERS

13.1 Purchase and Distribution of Recycling Carts.

a. Licensee shall deliver one (1) Recycling Cart to each Residential Customer within the service area prior to the commencement of service start of this contract. After the initial roll-out, Licensee shall deliver Recycling Carts within five (5) workdays of notification of a new Residential Customer. Carts must meet the technical specifications approved by the Administrator. Carts shall be delivered with flyer information approved by the Administrator pursuant to Section 2.4 of this Agreement.

b. The standard Recycling Cart shall be ninety-five (95) gallons or similar in size.

c. Upon request by a Residential Customer, Licensee shall provide more than one (1) Recycling Cart to accommodate extra materials. The City shall charge Residential Customers for each extra Cart in accordance with the Rate Schedule. Licensee shall provide additional Carts within five (5) workdays of request by the Customer or the City. Licensee shall record all extra Carts delivered to Residential Customers and report them monthly to the Administrator as part of Licensee's monthly invoice.

13.2 Repair and Replacement of Recycling Carts.

a. Licensee shall maintain a sufficient inventory of Recycling Carts to be able to deliver new or replacement Carts within five (5) workdays of receiving a request.

b. Licensee shall repair or replace a Cart within five (5) workdays of receiving notice from the City or Residential Customer of the need for repair, or if identified unserviceable by Licensee. Carts in need of replacement due to normal wear and tear shall be at no cost or inconvenience to the Residential Customer.

c. Any Carts damaged by the Licensee with adequate proof, including extra Carts, shall be replaced by the Licensee, at the Licensee's expense, at no cost or inconvenience to the Residential Customer. Adequate proof means sufficient evidence that supports a claim or allegation, leading a reasonable person to believe that a specific event or action occurred.

d. The cost of replacing Carts due to loss, theft (without a documented police report), or destruction through no fault of the Licensee shall be charged by the City to the Residential Customer for an amount not to exceed the one-time fee included in the Rate Schedule.

13.3 Minimum Specifications for Carts. The Recycling Carts provided by the Licensee pursuant to this Scope of Services and resulting Agreement shall, at a minimum, comply

with the requirements set forth below for Carts, unless the City Manager waives a requirement in writing.

a. Bilingual instructional labels shall be heat-sealed onto every cart with educational information on recycling.

b. The carts must be compatible with standard American semi-automated bar-locking lifters (ANSI type B) as well as automated arm lifters (ANSI type G) and function as follows:

i. ANSI CONFORMANCE: Carts must meet the requirements of ANSI Z245.30-2008 and ANSI Z245.60-2008 standards for "Type B/G" carts.

ii. LOAD RATING: Carts must be designed to regularly receive and dump the following amount of waste material, excluding the weight of the cart, without permanent damage or deformation. The load rating must conform with ANSI Standard Z245.30-2008.Approximately 95 Gallon – approximately 330 pounds.

iii. CAPACITY: The total capacity (volume) of the carts, excluding the lid, must be 95 U.S. gallons (+/- 3%), respectively.

c. Each cart must be permanently marked with letters/numbers, as follows:

i. SERIAL NUMBERS: Each cart must have a serial number hot stamped in white on the body. The serial number shall be preceded by a letter or number code which designates the year of manufacture. Serial numbers shall be in sequence. The Licensee will maintain a file that identifies the date of manufacture by the serial number.

ii. CITY SEAL: The City Seal or logo shall be hot stamped onto both sides of the cart body or the cart lid.

iii. LOAD RATING: The load rating of the cart must be raised-relief molded into the lid. Load rating shall be stated in both pounds and kilograms and in English and Spanish.

d. Cart Maintenance:

i. The Licensee must use inventory tracking software or other methods that enable the Licensee to maintain an adequate inventory of carts and spare parts at all times.

Upon request, the Licensee shall promptly provide the City with up-to-date information concerning the Licensee's inventory.

ii. Each cart action shall be tracked by the Licensee using the serial number on the cart or other methods that are mutually acceptable to the Parties. The time, date, and location of all cart deliveries, swap-outs (exchanges), repairs, and cart maintenance activities must be recorded and made available for the City's inspection.

iii. The City may generate a service work order and submit it electronically to the Licensee for processing. Licensee must be able to receive and respond to work orders from the City electronically via e-mail.

iv. Completions of work orders shall be documented using cart numbers (IDs), household address, date, and time work is completed.

v. The Licensee shall repair all carts at the residence. All carts in need of repair shall be equipped with new parts.

e. Warranty:

i. Licensee must provide the Contract Administrator with a document that clearly states the exact warranty provided to the Licensee by the cart manufacturer. The warranty must be for no less than ten (10) full years and must specifically provide for no-charge replacement of any component parts that fail in materials or workmanship for a period of ten (10) years after delivery to a Customer. The warranty must be transferable to and enforceable by the City. A warranty specimen of the exact warranty offered must be provided to the Contract Administrator before the carts are ordered. The Licensee's warranty is understood to include, whether stated in Licensee's warranty or not, the following coverage:

ii. Failure of the lid to prevent rainwater from entering the cart when in the closed position.

iii. Damage to the cart body, lid, or any component parts through opening or closing the lid.

iv. Failure of the lower lift bar from damage during interface with lifters.

v. Failure of the body and lid to maintain their original shape.

vi. Damage or cracking of the cart body through normal operating conditions.

vii. Failure of the wheels to provide continuous, easy mobility, as originally designed.

viii. Failure of any part to conform to the minimum standards as specified herein.

f. The Recycling Carts shall be equipped with Radio Frequency Identification ("RFID") chips or similar technology for tracking, and serviced by trucks using GPS technology to track service activity, set-outs, missed pickups, and contamination rates.

13.4 Ownership of Carts provided by Licensee shall rest with the Licensee until expiration or termination of the Agreement, at which point ownership and warranty transfer shall rest with the City.

SECTION 14. SPILLAGE AND PROPERTY DAMAGE/REPORTING

14.1 The Licensee shall respond to complaints regarding property damage on City or private property damaged by the Licensee, Licensee's employees, or Licensee's equipment within forty-eight (48) hours of notice of the property damage, including replacement of lost or damaged Carts. The Licensee shall perform such repairs and replacements with comparable materials acceptable to the owner of the property. Licensee shall repair or replace mailboxes or other property damage within 5 days, or a longer time if approved by the Customer that was affected or the Administrator. Licensee shall repair or replace all other damaged property within ten (10) days, or a longer time if approved by the Administrator. If the Licensee fails to repair or replace the damaged property in accordance with this Section, the City reserves the right to perform such repair or replacement and bill the Licensee for any and all costs for such resolution including a 50 percent administrative fee. Damage assessments will be determined at the City's sole discretion; however, investigations may be conducted by the City and/or Licensee.

14.2 The Licensee shall not litter any street, sidewalk or premises in the process of providing Collection Services. The Licensee shall exercise all reasonable care and diligence in providing Collection Services so as to prevent spilling or dropping of Program Recyclables during Collection activity and shall immediately, at the time of occurrence, clean up such spilled or dropped Program Recyclables. The Licensee shall operate and transport all Program Recyclables in such a manner as to prevent the spilling or blowing from the Licensee's vehicle.

14.3 The Licensee is responsible for the cleanup of all spills, including any and all oils, leaks and run off caused by Licensee.

14.4 If road closure is required, Licensee shall immediately contact the Internal Services Director.

14.5 Licensee shall provide the City with a daily report of any such leakage, the location of such leakage, the vehicle at issue, and the remediation measures used to correct same.

SECTION 15. MANNER OF COLLECTION

15.1 Collection Service may be provided Monday through Saturday, commencing no earlier than 7:00 a.m. and terminating no later than 7:00 p.m., with no service on Sunday. All regular collections shall be completed within this time period each collection day. The hours and/or days of Collection may be extended due to extraordinary circumstances or conditions, with the prior consent of the Administrator.

15.2 The Licensee will make best efforts to provide Collection Service with as little noise and disturbance as possible.

15.3 Licensee's employees shall completely empty any container without obstructing alleys, roadways, driveways, sidewalks, or mailboxes. Carts shall be placed in an upright position with the lid closed. Carts shall be returned to set out location and/or behind the curbline.

15.4 Licensee's employees shall follow the regular walk for pedestrians while on private property. No trespassing by Licensee's employees will be permitted or crossing property to the adjoining premises unless the occupant or owner of both properties has given permission. Care shall be taken to prevent damage to property, including flowers, shrubs, and other plantings. Licensee is responsible for repairs to all damaged property.

15.5 Licensee's Collection vehicles shall remain on the right-hand side of the road when providing Collection Service on two-way streets. At no time shall Collection crews cross to the opposite side of the street to retrieve containers or materials that have been set out for Collection. In situations where it is impossible or difficult to turn around to serve a location from the right side of the vehicle, then left-side service is permitted, but only in a manner than ensures the safety of residents and Collection workers and only when approved by the Administrator. At no time shall Collection workers use the riding steps when the vehicle is backing up, exceeding 10 miles per hour, or traveling more than 0.2 miles.

15.6 Side or Back Door Collection ("Walk-in Service"). Notwithstanding any term or definition set forth in this Agreement, side or back door Collection Service from a Residential Customers shall be required if all adult occupants residing therein are disabled and if a request for side or back door Collection has been made to, and approved by, the

Administrator in the manner required by the City. The Contract Administrator shall notify the Licensee in writing of any customers requiring side or back door Collection. If applicable, Residential Customers receiving side or back door Collection Service shall be charged in the manner described in City Code of Ordinances, Section Sec. 82.36(d)(1)(b).

SECTION 16. COLLECTION ZONES, ROUTES, AND SCHEDULES

16.1 The Licensee shall provide the Administrator with schedules for all Residential Customer Collection zones and keep such information current at all times. If any changes in the Collection Zones occur, the Administrator shall be immediately notified in writing. No permanent change in routes or schedules that will alter the days of Collection Services may be made without the written consent of the Administrator. In the event a permanent change in routes or schedules that will alter the days of Collection Service is approved by the Administrator, the Licensee shall immediately notify the affected Residential Customers, in writing or other manner as approved by the Administrator, not less than two (2) weeks prior to the change.

16.2 With the exception of Christmas Day, the City does not recognize any holidays for the purpose of this Agreement. The Licensee is expected to provide Collection Services 364 days of the year. Service for Christmas Day must be performed on the day before.

SECTION 17. MISSED COLLECTIONS

17.1 Should a dispute arise between the City, Licensee, and/or customer as to whether the Licensee actually failed to make a collection (whether the Licensee missed a pickup) the decision of City Manager or designee shall be final, and the City and the Licensee agrees to abide by such decision.

17.2 It is expressly understood and agreed that if the owner or occupant of any premises fails to place a Cart in the designated location, or if the Program Recyclables are improperly stored, contained, or presented—including due to excessive volume, weight, or unacceptable composition—the Licensee may, at its discretion, decline to collect all or any portion of the Program Recyclables that are rendered uncollectible as a result of such conditions. The Licensee will immediately notify the Customer thereof by use of a standard notification tag approved by the City on the same business day of the reason for such non-collection. The use of such a tag suffices as a written notification if in English and Spanish. The Licensee shall collect such Program Recyclables on the next scheduled Customer collection day after the Customer remedies the existing circumstances that inhibit collection.

17.3 The Licensee is not obligated to open a Cart to inspect the contents prior to collection. However, if the Licensee sees contamination in a Cart, the Licensee shall (a) place notification tag approved by the City on the Cart, (b) place an informational hanger or

other educational materials on the Cart, and (c) leave the contaminated Program Recyclables Cart at curbside when practical. These actions constitute the education and enforcement measures that the Licensee is responsible for implementing when providing Collection Services.

17.4 Where the City is notified by an owner or occupant that Program Recyclables has not been removed from subject premises on the scheduled collection day, and where no notice of non-collection or a route change in collection schedule has been received from the Licensee, the City may investigate and as part of the investigation, Licensee shall comply with the City's reasonable request for information. If the investigation discloses that the Licensee has failed to collect Program Recyclables from the subject premises without cause as supported by notice as described herein, the Licensee will collect the same within twelve (12) hours after a "Request to Collect" is issued by the City.

17.5 In all disputes between the owner or occupant, the City shall make the final decision reconciling differences, and the Licensee shall abide by the decision. Should the Licensee fail to honor a "Request to Collect," the Licensee will be subject to liquidated damages as described herein.

17.6 Should severe weather prohibit the safe collection and transportation of Program Recyclables, the Licensee shall provide twenty-four (24) hours' notice to the Administrator, along with a plan for the recovery of the Program Recyclables in that day's collection zone and a plan for notification to the public.

17.7 Licensee acknowledges that it is the intent of the City to ensure that the Licensee provides a quality level of Recycling Collection and Disposal Services. The City Manager shall, in good faith, and based upon the provisions of the Agreement, decide any and all questions which may arise concerning the quality and acceptability of the work and services provided by the Licensee, the interpretation of the provisions of the Agreement, and the acceptable fulfillment of Licensee's duties under the Agreement. The Licensee shall have the right to appeal decisions or findings of the City Manager to the City Commission, whose findings and conclusions shall be final and binding. Nothing in this section shall preclude either party from pursuing any other remedies available under law or equity in the event of a material breach.

SECTION 18. RESIDENTIAL RECYCLING COLLECTION AND DISPOSAL SERVICES

18.1 The City shall provide the Licensee with a Customer List including the unit count and the addresses of Residential Customers in the Service Area. Updates to the Customer List will

be provided to the Licensee as changes occur in coordination with the Brownsville Public Utilities Board, or its successor (i.e., a new Customer requests Collection Services).

18.2 The Licensee must supply residential bins that are in good working condition and not in disrepair. The City reserves the right to request a bin exchange for any bins deemed non-compliant, regardless of age.

18.3 At the premises of Residential Accounts held by the City and served by the Licensee:

a. Automated curbside (or alley) recycling collection shall occur one (1) time every other week with a minimum of thirteen (13) full days between each.

b. Carts shall be placed at curbside by 7:00 A.M. on the designated collection day.

c. Carts shall be provided to all Residential Accounts by the Licensee.

d. Any Cart which is lost or stolen shall be replaced by the Licensee at no expense to the City, but shall be borne by the end user consistent with the terms of this Agreement.

18.4 All collections shall be made as described herein. No collections shall be made on Sunday. Residential collections shall begin no earlier than 7:00 A.M. and shall not extend beyond 7:00 P.M. All regular collections shall be completed within this time period each collection day.

18.5 Collection Equipment.

a. The Licensee shall have on hand at all times, in good working order, such Collection equipment as shall permit the Licensee to adequately and efficiently perform the duties specified in this Agreement. Any proposed change to the Collection system being used by the Licensee during the Agreement period shall be submitted in writing by the Licensee to the Administrator.

b. Collection vehicles shall be of a type sufficient to efficiently collect all Program Recyclables covered by the Agreement and transport such materials to the Designated Facility in a manner such that no collected materials can be blown or fall from the vehicle during transport.

c. During the term of the Agreement, no vehicle with an age older than 7 years shall be used on City routes without the expressed written consent of the Administrator, with such consent not to be unreasonably withheld, conditioned or delayed. The Licensee shall

provide a list of vehicles (including make, model, and year of manufacture) assigned to the City at the start of the Agreement in the form described in Exhibit "B" hereof, and annually on its anniversary. The Licensee shall notify the Administrator immediately of any temporary or permanent assignment of equipment to the City. The Licensee is not required to assign dedicated equipment to service the City.

d. Licensee shall maintain backup equipment and implement contingency plans for inclement weather, equipment failure, or service delays.

e. Each Collection vehicle shall be equipped at all times with: (a) all safety supplies, equipment, and first aid supplies required by applicable laws; (b) a fire extinguisher; (c) a heavy-duty broom, a rake, and a large dustpan; (d) a spill response kit; (e) an audible back-up warning device; and (f) back-up cameras. The spill response kit shall be suitable and adequate for cleaning up any leaks or spills of oil, hydraulic fluid, or other liquids from Licensee's Collection vehicles.

f. All equipment and Collection vehicles shall be kept in good condition, well painted, and shall clearly display the Licensee's name, the phrase "Contracted by the City of Brownsville" and wording stating what material the truck is collecting.

g. The vehicles shall be maintained in good repair, appearance, and sanitary, clean condition in order to meet community standards of appearance at all times. All collection equipment shall be leak-proof so as to prevent any liquid from draining onto the ground. The City reserves the right, at its discretion, to require a vehicle be taken out of service for habitual leakage of oil, hydraulic fluid, or other liquids or other maintenance issues. Such vehicle shall not be placed back into service until and unless the City is able to verify that the necessary repairs have been made.

h. The Licensee shall have available to it, at all times, reserve equipment which can be put into service and operation within two (2) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the Licensee to perform the contractual duties.

i. Due to street size variations in the City, the Licensee will need to provide equipment that will accommodate such public streets and alleys. Special collections shall be made using appropriate equipment.

j. Licensee shall maintain files and records of all citations and violations of any laws, statutes, ordinances, or regulations in the ownership, title, maintenance, or operating of the Equipment, and such files and records shall be available at all times for review by the City.

k. The Licensee shall, if necessary, hand-clean all spillage resulting from its collection activities. All motor vehicles used in the performance of the obligations herein created shall be clearly marked with the Licensee's name and telephone number and should be clearly visible.

l. Licensee shall establish reasonable procedures and programs to prevent property loss or damage or personal injury to persons, including, but not limited to, employees performing such work and all other persons who may be affected hereby. Licensee shall comply with all OSHA rules and regulations when conducting operations pursuant to this Agreement.

m. The City may inspect the Licensee's vehicles at any time to ensure equipment compliance with the Contract Documents or require equipment replacement schedules to be submitted to the City.

n. All vehicles and equipment used by Licensee for the collection of Recyclables shall be clearly marked with Licensee's name and telephone number in a letter size sufficient to reasonably identify the vehicle, but not less than two inches (2") in height.

o. Licensee shall also assign each of its vehicles an identifying number and shall mark the same upon said vehicles in two prominent locations, in figures not less than two inches (2") in height.

p. All vehicles and equipment shall be painted in a color scheme common to Licensee to clearly identify the vehicles and equipment as belonging to the Licensee, and to enhance the appearance and condition of the vehicles and equipment.

18.6 The Licensee shall develop, implement, and maintain a written safety plan for all of its operations under this Agreement. The safety plan shall comply with the requirements in OSHA and other federal, state, and local applicable laws. An electronic copy of the safety plan shall be provided to the Administrator for informational purposes at the City's request. The City's receipt of the safety plan shall not constitute the City's approval of the plan or the City's acquiescence concerning the appropriateness of such plan. The Licensee shall comply with its safety plan at all times.

SECTION 19. INTENTIONALLY DELETED.

SECTION 20. TITLE TO WASTE

20.1 Program Recyclables shall belong to the generator until such materials are discarded by the generator and collected by the Licensee. When the Licensee collects Program Recyclables, title to such materials shall pass to the Licensee when the materials are

collected. The Licensee shall be solely responsible and liable for the proper handling and lawful management of the Program Recyclables.

ARTICLE III. PERFORMANCE

SECTION 21. PERFORMANCE EXPECTATIONS

21.1 The Parties hereby agree that all services provided by Licensee pursuant to this Agreement shall be carried out in a competent and businesslike manner.

21.2 Licensee shall not engage any subcontractor without written prior approval of the City. The City shall have the right to revise the Performance Standards as it determines in its sole, but reasonable, discretion that such revisions to be necessary or proper to secure the safety, welfare, and accommodation of the public.

21.3 Any material revision of the scope of services or of performance expectations may also incorporate a review of costs for services rendered.

SECTION 22. COMPLIANCE WITH LAWS

22.1 Licensee, its officers, agents, employees, contractors, and sub-contractors, shall abide by and comply with all laws, federal, state, and local.

22.2 It is agreed and understood that, if the City provides Licensee with written notice of violations of this Agreement by Licensee, its officers, agents, employees, contractors, or subcontractors, then Licensee shall immediately desist from and correct such violation within the time periods prescribed in this Agreement.

SECTION 23. PERFORMANCE BOND REQUIRED

23.1 Except as provided herein, Licensee shall furnish to the City a performance bond guaranteeing the faithful performance of this Agreement (hereafter "Performance Bond").

23.2 The Performance Bond shall be executed by a surety company licensed to do business in the State of Texas and shall be for the term of this Agreement and in the amount of One-Million-Dollars ($1,000,000).

23.3 The Performance Bond shall be furnished to the City by Licensee by January 1, 2026.

23.4 Without limiting any other indemnity provisions herein, said Performance Bond shall indemnify the City against any loss, expense, and cost or damage resulting from any default by Licensee hereunder or Licensee's negligence or willful misconduct in the performance hereunder by Licensee.

ARTICLE IV. FEES & RATES; BILLING & COLLECTION

SECTION 24. RATES

24.1 To compensate the City of Brownsville for the grant of exclusive Collection Services and the cost of administration, supervision and inspection rendered for the effective performance of this Agreement, franchise fees in the amount of 9% (6% Franchise fee + 3% Billing Fee) of the Licensee's applicable gross revenues to be paid to the City and retained by the City. These fees will be deducted from the Licensee's applicable gross revenues and will be paid directly to the City, where they will be retained.

24.2 Licensee shall submit monthly invoices with specific information pertaining to Collection Services, in accordance with the requirements of this section. Invoices shall be submitted to the City within fifteen (15) calendar days after the end of each calendar month for work completed during the previous month during the term of the Agreement in which the Licensee provided Collection Services.

24.3 The Licensee will be compensated by the City based on actual Program Recyclables collections, rather than solely on billed amounts to the customers.

24.4 Invoices shall be submitted to the City electronically to the following addresses: AccountsPayable@brownsvilletx.gov. Invoices shall specify, at a minimum, the following:

a. The number of units based on the latest Customer List and the monthly rate per Residential Customer.

b. Program Recyclable tons delivered to the Designated Facility during the month covered by the invoice.

c. The number of additional Recycling Carts delivered to Residential Customers during the month covered by the invoice.

d. The number of replacement Recycling Carts delivered to Residential Customers due to loss, theft (without a documented police report), or destruction through no fault of the Licensee during the month covered by the invoice.

e. The dollar amount of the invoice

f. Billing month

g. Date issued

h. Other items that may be required by the Administrator.

24.5 The City shall pay all invoices less any deductions authorized herein within 30 days of receipt; however, the City shall not be obligated to pay an invoice until all required reports are submitted and any defect cured. The City shall have 30 days from the date of receipt of the corrected invoice and/or completed reports to make payments.

24.6 Regular Service for Municipally Owned or Operated Facilities:

a. Licensee shall make no charge for the collection and disposal of recycling by the City at City owned, operated or other City designated sites, so long as the same may be collected on a regular collection route of Licensee, and any containers and/or service needed for special clean-up projects or special events during the year.

24.7 Value Added Services:

a. Two free electronics recycling events per year.

b. On-site recycling services for major City events (e.g., SpaceFest, Sombrero Festival).

SECTION 25. MODIFICATIONS TO RATES

25.1 Subject to the conditions herein, on October 1, 2026 and each October 1st thereafter during the term of the Agreement, the Rates indicated in the Rate Schedule may be adjusted, upward or downward, by the Administrator, in an amount that is equal to the percentage change in the Consumer Price Index (CPI) All Urban Consumers - US City Average for the most recent June 30, as compared to the preceding June 30 each year utilizing the information published by the U.S. Bureau of Labor and Statistics.

25.2 For example, with regard to the CPI adjustment for October 1, 2026, the relevant period will be June 30, 2026, compared to June 30, 2025.

25.3 The Rates as adjusted for the CPI Index shall be rounded to the nearest penny. Notwithstanding anything else contained herein, a single CPI adjustment to the Rates shall not exceed four percent (4%) and there shall be no "catch up" adjustment to the Rates in future years (i.e., there will not be an adjustment to the Rates in the future to offset or mitigate the effect of the four percent (4%) "cap" in a year when the CPI adjustment would exceed four percent (4%), but for the four percent (4%) limitation contained herein).

25.4 If the CPI is discontinued or substantially altered, the City may select another relevant price index published by the United States government or by a reputable publisher of financial and economic indices.

ARTICLE V. LABOR FORCE & PERSONNEL

SECTION 26. QUALIFIED LABOR FORCE

26.1 Licensee shall employ only such superintendents, foreman, and workmen who are reasonably careful and competent and fully qualified to perform the duties or tasks assigned to them. All employees of Licensee and/or its subcontractors, if any, shall comply with all applicable laws and regulations, and shall have sufficient skill, ability, and experience to properly perform the work assigned to them and operate any equipment necessary to properly carry out the performance of their assigned duties.

26.2 The Licensee shall assign a District Manager and a Field Supervisor (or other employees with similar job titles and responsibilities) to be in charge of the operations within the Service Area and shall provide the names of these employees in writing to the Administrator annually and any other time the persons in these positions change. The Field Supervisor shall be available to the City through the use of telecommunications equipment at all times that the Licensee is providing Collection Service and shall be available onsite within two (2) hours of request by the Administrator.

26.3 The Licensee shall employ and assign qualified personnel to perform all services set forth herein. The Licensee shall be responsible for ensuring that its employees comply with all applicable laws and regulations and meet all federal, state, and local requirements related to their employment and position.

26.4 The City may request the transfer of any employee of the Licensee who materially violates any provision hereof, or who is wanton, negligent, or discourteous in the performance of their duties.

26.5 Licensee's employees shall be required to wear a uniform shirt bearing the Licensee's name. Licensee's employees, who normally come into direct contact with the public, including drivers, shall bear some means of individual identification such as a name tag or identification card.

26.6 Each driver of a Collection vehicle shall at all times carry a valid Texas driver's license and all other required licenses for the type of vehicle that is being operated.

26.7 Licensee's employees, officers, and agents shall at no time be allowed to identify themselves or in any way represent themselves as employees of the City.

26.8 Licensee shall not award any work to or contract with any subcontractor without the prior written approval of the City, such approval not to be unreasonably withheld, conditioned or delayed. Licensee shall be as fully responsible to the City for the acts and omissions of the subcontractors and of persons, either directly or indirectly, employed by them as Licensee is for omissions of persons directly employed by Licensee. Licensee shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to Licensee by the terms of the Agreement, including the general conditions and other contract documents insofar as applicable to the work of subcontractors and to give Licensee the same power to terminate any subcontract that the City may exercise over Licensee under any provision of the Agreement. Nothing contained in the Agreement shall create or be constructed to create any contractual relation between any subcontractor and the City.

SECTION 27. DRUG FREE WORK ENVIRONMENT

27.1 Licensee agrees to maintain a work environment free from the use, possession, distribution, and influence of controlled substances, alcohol, intoxicants, narcotics or other mind- altering substances (referred to hereafter as drugs and alcohol) and to prohibit employees from using, possessing, distributing or being under the influence of drugs or alcohol at any time within the course and scope of their employment. Licensee shall keep on file with the City a copy of its most current substance abuse policy.

27.2 The City of Brownsville policy requires that all vendors/contractors performing services for the City shall pay wages of the greater of $8.50 per hour to their employees.

SECTION 28. DISCRIMINATION PROHIBITED; WAIVER

28.1 Licensee in the execution, performance, or attempted performance of this Agreement, shall not discriminate against any person or persons because of sex, race, religion, color, or national origin. Licensee must be an equal opportunity employer and have an affirmative action plan. Rights to Require Performance: The failure of one of the parties at any time to require performance by the other party of any provisions hereof shall in no way affect the rights of such party thereafter to enforce the same. Nor shall waiver by a party of any breach of any provisions hereof be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of any provisions itself.

SECTION 29. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

29.1 Licensee certifies that it will not discriminate based on race, color, national origin, or sex in the performance of this contract. The requirements of 49 CFR Part 26 and U.S. DOT-

approved Disadvantaged Business Enterprise (DBE) program are incorporated in this contract by reference.

SECTION 30. DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

30.1 The Licensee certifies that neither the Licensee, its third-party subcontractors, 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.

SECTION 31. CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

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

SECTION 32. CONTRACTORS AND SUB-CONTRACTORS

32.1 The City recognizes that the Licensee may need to use the services of contractors and sub-contractors to fulfill its obligations under this License.

32.2 Licensee agree to keep the City informed fifteen (15) days prior and identify any and all contractors and sub- contractors utilized in the performance of the services provided under this Ordinance.

32.3 Licensee assume full responsibility for management and control of contractors and sub-contractors.

SECTION 33. HEALTH AND SANITATION

33.1 Licensee shall establish and enforce in its operations and among its employees such regulations in regard to cleanliness and collection of Program Recyclables as will tend to prevent the inception and spread of diseases and to effectively prevent the creation of a nuisance on any property either public or private. Licensee shall maintain at its sole expense copies of all permits and licenses required for its collection of Program Recyclables.

ARTICLE VI. INSURANCE AND INDEMNIFICATION

SECTION 34. INSURANCE

34.1 Licensee agrees to provide the following minimum insurance requirements for the protection of the CITY and its residents:

Worker's Compensation Insurance
Amount: Statutory
Comprehensive General Liability Insurance
Amount: $500,000 Each Occurrence; $1,000,000 General Aggregate
Comprehensive Automobile Liability Insurance (applicable to
owned, non-owned and hired vehicles)
Amount: $500,000 Combined Single Limit
Environmental Liability Insurance
Amount: $1,000,000 Each Occurrence; $2,000,000 General Aggregate

34.2 The premiums to be expended for all of the above enumerated policies of insurance shall be paid by the Licensee. The policies of insurance, certificates of insurance and the insurance company(s) issuing such certificates or policies of insurance must be acceptable to the City.

34.3 All policies or certificates of insurance must be issued indicating that such policies or certificates are applicable to work being performed under a specific contract or to all work performed by the Licensee for the City of Brownsville.

34.4 The insurance coverage specified above constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability or responsibility of the Licensee under the terms of this Agreement. Licensee shall procure and maintain, at its own cost and expense, any additional kinds and amounts of insurance that, in its own judgment, may be necessary for proper protection in the prosecution of its work.

34.5 Licensee agrees to maintain on file with the City's Purchasing Department a current set insurance certificates reflecting liability coverage for the City of Brownsville from any third-party claims and lawsuits arising out of the recycling collection and disposal management operations authorized under this franchise ordinance.

34.6 To the extent allowed by law, Licensee may assert as defenses to any third-party claims any defense that would otherwise be available to the City of Brownsville as a home-rule municipality were these services specified herein carried out directly by the City.

34.7 A minimum of thirty (30) days written notification must be given by an insurer of any alteration, material change or cancellation affecting any certificates or policies of

insurance as required under the contract. The City of Brownsville is to be named as an additional insured. Such required notification must be sent via registered or certified mail to the address indicated above.

SECTION 35. HOLD HARMLESS AND INDEMNIFICATION FOR THE CITY

35.1 EXCEPT TO THE EXTENT CAUSED BY ANOTHER PARTY'S NEGLIGENCE OR WILLFUL MISCONDUCT OR UNACCEPTABLE WASTE, LICENSEE HEREBY ASSUMES RISK OF LOSS AND/OR INJURY TO PROPERTY AND/OR PERSONS ARISING DIRECTLY FROM THE PERFORMANCE OF ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT; AND FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DEMANDS, SUITS, JUDGMENTS, COSTS OR EXPENSES, INCLUDING BUT NOT LIMITED TO, EXPENSES OF LITIGATION AND ATTORNEY'S FEES, ARISING FROM ANY SUCH CLAIMS, LOSSES OR INJURIES TO THE EXTENT ARISING FROM LICENSEE'S NEGLIGENCE OR WILLFUL MISCONDUCT.

35.2 WITHOUT LIMITING THE FOREGOING, LICENSEE FURTHER AGREES THAT THE INDEMNITY PROVIDED FOR HEREIN SHALL EXTEND TO AND INCLUDE ALL CLAIMS AGAINST THE CITY ARISING OUT OF OR PREDICATED UPON THE ENVIRONMENTAL LAWS AS DEFINED HEREIN.

35.3 LICENSEE LIKEWISE AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DEMANDS, SUITS, JUDGMENTS, COSTS OR EXPENSES, INCLUDING, BUT NOT LIMITED TO, EXPENSES OF LITIGATION AND ATTORNEY'S FEES, TO THE EXTENT ARISING OUT OF OR RELATING TO ANY CONTRACT OR AGREEMENT BY AND BETWEEN LICENSEE AND ITS SUBCONTRACTORS FOR THE COLLECTION OF PROGRAM RECYCLABLES.

35.4 NOTWITHSTANDING THE FOREGOING, LICENSEE SHALL NOT BE RESPONSIBLE TO NORMAL WEAR AND TEAR TO DRIVING SURFACES CAUSED BY THE WEIGHT OF ITS VEHICLES.

ARTICLE VII. PERFORMANCE AUDITS

SECTION 36. RIGHT OF INSPECTION

36.1 The City hereby reserves the right to inspect and evaluate Licensee's operations relating to its performance hereunder either on a continuing or random inspection basis.

SECTION 37. PERFORMANCE DEFICIENCIES; DEFAULTS

37.1 Each Party shall be entitled to written notice of any default and shall have thirty (30) days from receipt of such notice to cure such default, prior to the exercise of any remedy provided herein. The Parties each agree to reasonably cooperate with the other Party in any and all attempts by the defaulting Party, as applicable, to cure any default within the default cure period.

37.2 Consistent with the other terms of this Agreement, in the event Licensee fails, during the primary term hereof or any extensions hereto, to perform its duties and discharge its obligations in accordance with the terms, provisions, and conditions hereof, after a period to cure has passed, the City shall be entitled, at its sole option, either to declare Licensee to be in noncompliance with the terms of the Agreement (hereafter "Non-Compliance") or declare Licensee to be in default.

37.3 Notwithstanding any provisions relating to declarations of default, notice, opportunity to cure and termination, in the event the City, acting in good faith, declares Licensee to be in default hereunder, determines that such default is of a nature and magnitude so as to defeat or frustrate the essential purposes hereof, and further determines that such default may or will result in substantial injury to the public health, safety or welfare, the parties agree as follows:

a. The City shall be entitled to declare immediately that this Agreement and Licensee's right to proceed hereunder are terminated; and,

b. The City shall be entitled to its rights under the Performance Bond specified above.

37.4 Non-Compliance. In the event the City finds Licensee in noncompliance with the terms of this Agreement, written notification to Licensee specifying the violation is required as follows:

a. The letter should provide Licensee reasonable time not to exceed (30) thirty days to cure violation; notwithstanding a situation that poses a threat to health and safety of human life.

b. Licensee must reply, in writing, as to resolution of violation. In the event of material breach of any term of this agreement, the City Commission shall by resolution adopted at a City Commission meeting give Licensee formal notice of the material breach of the agreement, and licensee's failure to cure such stated cause within (30) thirty days upon receipt of said notice.

c. A copy of the resolution shall be promptly delivered to Licensee via certified mail at the address provided herein. Licensee shall have no more than (30) calendar days from the date of delivery of the resolution to correct or relieve the material breach of the agreement and notify the City Manager, in writing of the action for remediation taken by licensee to correct or relieve the material breach of the agreement.

d. Should the City Commission at its reasonable discretion determine that Licensee failed to correct or relieve the material breach of the agreement, the City Commission, by resolution may terminate this agreement.

e. Such termination shall be effective at the reasonable discretion of the City Commission the best interest of the community and to protect the health and safety of the residents.

ARTICLE VIII. DISPUTE RESOLUTION

SECTION 38. CUSTOMER AND CONSUMER COMPLAINTS

38.1 The Licensee will be responsible for handling all calls and complaints from customers. The customer complaint procedure shall be reviewed and approved by the City.

38.2 Access to this procedure shall be posted on the City's and the Licensee's website and made available to the consumers.

38.3 At a minimum, the Customer complaint procedure shall provide that all customer complaints will be addressed within twenty-four (24) hours of receipt of such complaint from the City's customer resource center and shall be resolved within forty-eight (48) hours.

38.4 The Licensee shall be responsible for maintaining a log of complaints. The complaint log shall include copies of all complaints indicating the date and hour of the complaint, the nature of the complaint, and the manner and timing of its resolution. If a particular complaint is repetitive (occurs three times within a 30-day period), then the Licensee shall meet with the City within five business days on how to properly resolve said complaint.

SECTION 39. DISPUTE RESOLUTION BETWEEN THE PARTIES

39.1 In the event of any disputes or disagreements between the City and Licensee pertaining to compliance with performance, pay, or other compensation issues arising out of this license agreement, the parties agree to utilize the following dispute resolution steps:

a. Information discussion and identification of issues in dispute;

b. Mediation using a 3rd party neutral;

c. Commercial Arbitration.

SECTION 40. BREACH AND TERMINATION OF AGREEMENT

40.1 Subject to the other provisions contained herein, the City may terminate this Agreement if the other Licensee fails to perform any of its material obligations hereunder. A default by Licensee shall include, but not be limited to, the following:

a. Failing to begin work within the time specified in this Agreement.

b. Discontinuing operations without prior authorization from the Administrator.

c. Failing to resume work that has been suspended within a reasonable time, not to exceed two (2) workdays, after being notified to do so.

d. Failing to obey any applicable law.

e. Failing to comply with the procedures in the Licensee's Transition Plan.

f. Failing to obtain or continuously maintain insurance policies in the manner required herein.

g. Failing to pay, when due, any sums owed to a subcontractor for services or materials provided pursuant to this Agreement.

h. Failing to provide or continuously maintain the Performance Bond required pursuant to this Agreement.

i. A representation or warranty provided by the Licensee in this Agreement is or becomes inaccurate in any material respect.

40.2 Before the City may terminate this Agreement pursuant to this Section, the City shall give written notice to the Licensee that a default exists which will, unless corrected, constitute an event of default on the part of the Licensee. The notice shall inform the defaulting Party that this Agreement shall be terminated unless the default is cured within thirty (30) calendar days following the defaulting Party's receipt of the notice. If a cure cannot reasonably be affected within fifteen (15) days despite the exercise of due diligence, the defaulting Party may request an extension of the cure. In such circumstances, the defaulting Party shall submit its written request to the non-defaulting Party, explaining in

detail why the cure cannot be completed within fifteen (15) days. The request shall be delivered prior to the expiration of the cure period. If the defaulting Party's request is reasonable, as determined by the Administrator in cases where the defaulting Party is the Licensee, the time to cure the default shall be extended to include such additional time as is reasonably necessary to effect a cure, provided that the defaulting Party exercises continuous diligent efforts to cure the default during the extended cure period. If the defaulting Party fails to cure the default within the cure period, the City may terminate this Agreement. The termination shall take effect as of the date specified by the non-defaulting Party. Upon termination, the City may cure the default at the expense of the defaulting Party and have recourse to any other right or remedy to which the non-defaulting Party may be entitled under this Agreement, at law, or in equity.

40.3 Notwithstanding anything else contained herein, each of the events described in this Section items i through viii, below shall constitute an event of default for which there shall be no opportunity to cure. For such events, termination shall be effective three (3) calendar days after the non-defaulting Party gives notice to the defaulting Party or at such other time designated by the non-defaulting Party.

a. Voluntary Bankruptcy

b. Written admission by a Party that it is bankrupt; or filing by a Party of a voluntary petition under the Federal Bankruptcy Act; or consent by a Party to the court appointment of a receiver or trustee for all or a substantial portion of its property or business; or the making of any arrangement by a Party with, or for the benefit of, its creditors or assigning to a trustee, receiver, or similar functionary (regardless of how designated) all or a substantial portion of a Party's property or business; or by becoming insolvent.

c. Involuntary Bankruptcy

d. Final adjudication of a Party as bankrupt under the Federal Bankruptcy Act.

e. Public Entity Crime

f. The Licensee is placed on a convicted vendor list following a conviction for a public entity crime

g. Fraud;

h. The Licensee commits an act or omission constituting fraud, gross negligence, misfeasance, or willful malfeasance toward the City.

40.4 In the event that this Agreement is terminated before the end of any term, the Licensee shall continue its operations for an interim period of up to six (6) additional operating months if requested to do so by the City. The Licensee shall be paid for its services during said interim period at the Rates authorized under this Agreement in effect prior to issuance of the notice of termination.

40.5 Notwithstanding anything else contained herein, the City may hire an alternate Person to provide Collection Services in the City if the Licensee fails to provide Collection Service for a period of two (2) consecutive workdays. The City's interim service provider shall continue to provide Collection Service until the Licensee demonstrates to the City's satisfaction that the Licensee is able to resume work in compliance with the requirements in this Agreement. However, if the Licensee is unable for any reason to resume performance within thirty (30) calendar days, the City may terminate this Agreement, effective as of the date designated by the City. The Licensee shall reimburse the City for any and all reasonable costs incurred by the City related to or arising from the use of an alternate Person to provide Collection Service.

40.6 If this Agreement is terminated pursuant to the provisions of this Section, neither the City nor the Licensee shall have any further duty, right, liability, or obligation under this Agreement, except that: (a) a Party will not be relieved from liability for a breach of a warranty, obligation, or representation under this Agreement that occurred before the effective date of the termination; (b) the City shall pay all amounts owed to the Licensee, and the Licensee shall pay all amounts owed to the City, pursuant to this Agreement, through the date of the termination; (c) the Licensee shall deliver to the City all reports concerning the Licensee's activities through the end of the Operating Month in which termination occurs; (d) at a minimum, the provisions of Section III.V (Indemnification) shall survive and remain in effect for seven (7) years after the expiration or termination of this Agreement; and (e) any term, condition, covenant, or obligation which requires performance by a Party subsequent to the termination of this Agreement shall remain enforceable against such Party subsequent to such termination.

SECTION 41. LIQUIDATED DAMAGES

41.1 It is the intent of the City to ensure that the Licensee provides a quality level of Collection Services. The City Manager shall, acting in good faith and based on the Agreement decide any and all questions which may arise concerning the quality and acceptability of the work and services provided by the Licensee, the interpretation of the provisions of the Agreement, and the acceptable fulfillment of Licensee's duties under the Agreement. In making such determinations, the City Manager shall provide written findings to the Licensee, including a summary of the basis for the decision. The Licensee shall have the

right to appeal decisions or findings of the Administrator to the City Commission. The City Commission shall review the matter in good faith, affording the Licensee an opportunity to present its position, and shall issue a final, binding decision. Nothing in this section shall preclude either party from pursuing any other remedies available under law or equity in the event of a material breach.

41.2 The City and Licensee acknowledge and agree that it is impossible to precisely determine the dollar amount of damages that would be incurred by the City due to service failures or circumstances described in this Section for which the Licensee would otherwise be liable. Accordingly, the City has determined terms and amounts of liquidated damages set forth herein, and the parties agree that the liquidated damages are reasonable under the circumstances. Therefore, the following shall constitute liquidated damages, not penalties or fines, that the City may assess against the Licensee for failing to comply with the requirements of this Agreement, time being of the essence. It is hereby agreed that the City may deduct from any monies due, or which may become due to the Licensee, such assessed liquidated damages in the following amounts:

A.	Failure to submit a Transition Plan within thirty (30) days of Agreement execution or to revise the Transition Plan within five (5) business days of notification by the Administrator without good cause and prior approval of the Administrator for such delay in submittal.	$1,000.00 per day past the due date
B.	Failure to meet the schedule outlined in the City approved Transition Plan without good cause or prior approval of the Administrator for such delay.	$250.00 per incident per day past the due date
C.	Failure or neglect to resolve each valid complaint, except for missed Collection, in the timeframe specified herein unless such failure is due to circumstances beyond the Licensee's control, including but not limited to acts of God, road closures, or customer interference.	$250.00 per unresolved valid complaint
D.	Failure to repair damage to public or private property determined caused by the Contractor or its personnel within the timeframe approved by the Administrator or otherwise set forth in this Agreement.	$1,000.00 per incident per day, after the initial 48 hours or alternate timeframe approved in writing by Administrator
E.	Mixing of materials in violation of this Agreement where such mixing is due to Contractor error and not attributable to customer misplacement, contamination, or improper sorting.	$1,000.00 per occurrence
F.	Failure to comply with hours and days of operation specified herein.	$250.00 per occurrence
G.	Changing Collection routes without proper notification.	$1,000.00 per incident per day
H.	Failure to repair, replace, or deliver a Cart within the required timeframe.	$100.00 per Cart per day past due date
I.	Failure to leave an non-collection notice explaining why all material was not collected where feasible to do so and not impeded by customer conduct or safety conditions.	$100.00 per occurrence

J.	Failure to prepare and distribute City-approved public education materials in the timeframe specified.	$100.00 per Residential Service Unit per day past due date
K.	Failure to have a vehicle operator properly licensed while operating a vehicle in the course of services under this Agreement.	$1,000.00 per vehicle per day
L.	Failure to clean up spillage, leakage, or excessive blowing debris caused by Licensee equipment or personnel with the timeframe specified.	$1,500.00 per incident per day
M.	Failure to provide sufficient and properly maintained vehicles and equipment necessary to meet the service obligations under this Agreement, provided such failure is not due to force majeure or unavoidable delays in parts or repairs.	$1,000.00 per vehicle per day
N.	Failure to submit to the City all plans, reports, record, or other documents in the time required under the provisions of this Agreement, unless otherwise approved by the Administrator.	$250.00 per document not submitted per occurrence
O.	Failure to address a Valid Complaint regarding a missed Collection not remedied within 48 hours of receipt of such complaint, without justifiable cause (i.e., circumstances beyond the Contractor's control such as unanticipated vehicle breakdowns, road closures, inclement weather, or other force majeure events), or without prior written approval by the Administrator.	$100.00 per Residential Customer not collected per day past Collection date

41.3 Subject to Licensee's protest or appeal rights, Administrator may assess liquidated damages pursuant to this Section at any time during the term of this Agreement. The Administrator shall notify the Licensee in writing of the liquidated damages assessed within sixty (60) days of the occurrence and the basis for each assessment.

41.4 In the event the Licensee wishes to contest such assessment, within five (5) workdays of receipt of written notice, Licensee shall request in writing a meeting with the City Manager to resolve the issue. The City shall notify the Licensee in writing of any action taken with respect to Licensee's claims within five (5) workdays of such meeting. The City Manager's decision shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not supported by competent evidence. Any liquidated damages assessed by the City Manager shall be deducted from the City's next monthly payment to the Licensee.

ARTICLE IX. MISCELLANEOUS PROVISIONS

SECTION 42. CHOICE OF LAW; VENUE

42.1 The parties agree that this agreement shall be governed by the law of the State of Texas; the parties further agree that venue for all actions arising out of this Agreement shall be in Brownsville, Cameron County, Texas.

SECTION 43. BANKRUPTCY; INSOLVENCY

43.1 Licensee agrees to place the City on notice if Licensee is considering the necessity of pursuing economic relief in a U.S. Bankruptcy Court in any jurisdiction located within the United States. The parties agreed that if Licensee is adjudged bankrupted (voluntary or involuntarily), then this agreement shall terminate effective on the day any bankruptcy petition is filed.

SECTION 44. SEVERABILITY

44.1 If any provision of this Agreement shall be declared illegal, void, or unenforceable; the other provisions shall not be affected and shall remain in full force and effect.

SECTION 45. FORCE MAJEURE

45.1 Neither Licensee nor the City shall be liable for the failure to perform its duties if either party is prevented from or delayed in performing its duties under this Agreement by circumstances beyond its control, whether or not foreseeable, including, without limitation, fires, severe weather, floods, pandemics, quarantines, war, civil disturbances, acts of terrorism, labor disputes, acts of God, or significant threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, or federal government ("Force Majeure"), then the affected party shall be excused from performance hereunder during the period of such disability. The party claiming Force Majeure shall promptly notify the other party in writing when it learns of the existence of a Force Majeure condition and when the Force Majeure condition has terminated. Notwithstanding anything in this Agreement to the contrary, the term "Force Majeure" does not include, and a party shall not be excused from performance under this Agreement for, events relating to increased costs, including, without limitation, increased costs of fuel, labor, insurance, or other expenses of performing the services hereunder.

SECTION 46. EFFECTIVE DATE

46.1 The Effective Date of this Agreement for services shall be January 1, 2026, but education and outreach on new recycling services shall begin on or before October 1, 2025.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective governing bodies, executes this Agreement for services.

Dean Putegnat

Dean Putegnat, Member Manager
Marck Industries of Texas LLC
DBA Red Fish Recycling

Helen Ramirez

Helen Ramirez, City Manager
City of Brownsville, Texas

ATTESTED BY:

Mayra Rios

Mayra Rios, TRMC
City Secretary

APPROVED AS TO FORM AND LEGALITY

Guillermo (Will) Trevino

Guillermo (Will) S. Trevino
City Attorney

EXHIBIT "A" RATE SCHEDULE

Pricing (Before Franchise & Billing Fees)

Service Description	Rate
Mandatory Every-Other-Week (EOW) service	$5.49 per household per month
Additional Cart for EOW Service	$5.49 per month
Replacement Cart Fee	$100 per occurrence

*Note: Franchise (6%) and Billing (3%) fees apply separately to the base monthly service fees. These fees shall be deducted by the monthly service fee charged to the City by Licensee.

EXHIBIT “B” VEHICLE INVENTORY FOR SERVICES

5 - 2026 Mack LR 64R trucks with Heil automated side load bodies

CERTIFICATE *of* SIGNATURE

REF. NUMBER
IW8YM-UGP2B-EWU9U-DVQGT

DOCUMENT COMPLETED BY ALL PARTIES ON
08 AUG 2025 17:03:51 UTC

SIGNER	TIMESTAMP	SIGNATURE
GUILLERMO TREVINO EMAIL WILL.TREVINO@BROWNSVILLETX.GOV	SENT 06 AUG 2025 16:18:18 UTC VIEWED 06 AUG 2025 16:18:25 UTC SIGNED 06 AUG 2025 16:18:43 UTC	 IP ADDRESS 216.194.176.166 LOCATION BROWNSVILLE, UNITED STATES
RECIPIENT VERIFICATION	EMAIL VERIFIED 06 AUG 2025 16:18:25 UTC	
EMAIL DEAN@REDFISHTX.COM	SENT 06 AUG 2025 16:18:18 UTC VIEWED 06 AUG 2025 16:19:07 UTC SIGNED 06 AUG 2025 16:24:24 UTC	 IP ADDRESS 173.173.131.183 LOCATION BROWNSVILLE, UNITED STATES
RECIPIENT VERIFICATION	EMAIL VERIFIED 06 AUG 2025 16:19:07 UTC	

CERTIFICATE *of* SIGNATURE

REF. NUMBER
IW8YM-UGP2B-EWU9U-DVQGT

DOCUMENT COMPLETED BY ALL PARTIES ON
08 AUG 2025 17:03:51 UTC

SIGNER	TIMESTAMP	SIGNATURE
HELEN RAMIREZ EMAIL HELEN.RAMIREZ@BROWNSVILLETX.GOV	SENT 06 AUG 2025 16:18:18 UTC VIEWED 08 AUG 2025 15:54:57 UTC SIGNED 08 AUG 2025 15:55:54 UTC	 IP ADDRESS 216.194.176.171 LOCATION BROWNSVILLE, UNITED STATES
RECIPIENT VERIFICATION	EMAIL VERIFIED 08 AUG 2025 15:54:57 UTC	
MAYRA RIOS EMAIL MAYRA.RIOS@BROWNSVILLETX.GOV	SENT 06 AUG 2025 16:18:18 UTC VIEWED 08 AUG 2025 17:03:28 UTC SIGNED 08 AUG 2025 17:03:51 UTC	 IP ADDRESS 216.194.176.173 LOCATION BROWNSVILLE, UNITED STATES
RECIPIENT VERIFICATION	EMAIL VERIFIED 08 AUG 2025 17:03:28 UTC	

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Juan Villarreal, Director of Internal Services
Date:	Tuesday, September 22, 2026
Agenda #:	Consideration and **ACTION** to approve the CPI Rate Adjustment for Republic Services effective October 1, 2026, not to exceed 4.70%. (Internal Services Department)

Summary:
The City has received a request from Republic Services to modify the rates for residential and commercial trash collection services pursuant to Section 24 – Modifications to Rates of the City's Service Agreement with Republic Services.
Section 24.1 of the Agreement provides that fees for the second and subsequent years of the Agreement may be adjusted annually based on fluctuations in the Water, Sewer and Trash Collection Services Index utilized by the U.S. Bureau of Labor Statistics (BLS). The adjustment is based on the applicable twelve-month change in the Consumer Price Index (CPI), as measured in August, and is subject to the limitations and requirements established in the Agreement.
Republic Services has submitted a request for a **4.70% increase** in service rates, representing the applicable CPI percentage increase for the Water, Sewer and Trash Collection Services Index. The requested adjustment is within the 5% maximum annual increase established under Section 24.4 of the Agreement.

Project Scope and Analysis:
Section 24 of the Agreement permits an annual rate adjustment based on the change in the Water, Sewer and Trash Collection Services Index utilized by the U.S. Bureau of Labor Statistics. The Agreement limits the annual increase to **5%** and requires the Licensee to provide supporting CPI information to the City.
Republic Services has requested a 4.70% rate increase, based on the applicable CPI adjustment. The requested increase is within the 5% contractual limit and is consistent with the annual rate modification provisions outlined in Section 24.

Staff has reviewed the request and finds the proposed 4.70% adjustment to be consistent with the terms of the Agreement.

Funding:

Source: Not Applicable

Amount:

Local Contribution if Applicable:

Recommendation:

Staff recommends that the City Commission approve Republic Services' request for a 4.70% annual rate adjustment pursuant to Section 24 of the Residential and Commercial Trash Service Agreement, based on the applicable CPI increase for the Water, Sewer and Trash Collection Services Index utilized by the U.S. Bureau of Labor Statistics.
Staff further recommends authorizing implementation of the adjusted rates in accordance with the terms of the Agreement and the City's budget process.

Commission Pillar:

Quality of Life & Vibrancy

Attachments:

1. Brownsville 2026 PI Letter Base Rates
2. 2026 Brownsville P.I. Notice justification based on US Buereau of Labor Statistics
3. Brownsville Resi Comm Ind 2025

September 8, 2026

Alan Guard, City Manager
City of Brownsville
PO Box 911
Brownsville, TX 78522

Reference: 2025-2026 Consumer Price Index (WST/CPI)

Mr. Guard,

In accordance with the solid waste agreement between the City of Brownsville and Republic Services, we hereby submit our comparative statement justifying this notice of price increase effective October 1, 2026.

2025-2026 CPI Calculation

Description	100% WST
Aug 24 - July '25	311.168
Aug 25 - July '26	325.781
Index Change	14.613
Net %Change	4.70%
Effective Rate Increase	**4.70%**

***** RATES LISTED BELOW DO NOT INCLUDE A FRANCHISE OR BILLING FEE*****

Residential "Base Rates" October 1, 2026 through September 30, 2027

Item	Description	Rates
1	Residential Service once/week & Brush once/month	**$ 21.45**
2	Residential Service Extra Cart	**$ 7.33**
3	Residential Service once/week & Brush once/month; Back Door	**$ 29.59**
4	Unusual Accumulation of Landscape Brush per Haul	**$ 468.42**

Commercial "Base Rates" October 1, 2026 through September 30, 2027

Container Size	1 x wk	2 x wk	3 x wk	4 x wk	5 x wk	6 x wk
2 cubic yard	$ 43.22	$ 86.45	$ 129.67	$ 172.89	$ 216.12	$ 259.34
3 cubic yard	$ 65.56	$ 131.14	$ 196.70	$ 262.26	$ 327.84	$ 393.40
4 cubic yard	$ 86.42	$ 172.83	$ 259.25	$ 345.67	$ 432.09	$ 518.50
6 cubic yard	$ 121.16	$ 242.32	$ 363.48	$ 484.64	$ 605.79	$ 726.95
8 cubic yard	$ 146.20	$ 292.40	$ 438.60	$ 584.80	$ 730.99	$ 877.20

Apartment Unit per month	$ 14.35
Hand Load Commercial Carts (2X / Week	$ 22.33
Extra 2-Yard	$ 36.60
Extra 3-Yard	$ 41.39
Extra 4-Yard	$ 50.69
Extra 6-Yard	$ 69.29
Extra 8-Yard	$ 78.88

Extra Yardage Fee for Commercial	$43.78

Rolling Casters	$7.48
Lock bars	$5.34

Roll-Off Container Monthly Rental	$230.55
Roll-Off Pull Charge	$315.43
Compactor Pull Charge	$315.43
Landfill Disposal (per ton)	$37.94

Industrial/Roll-off and Compactors are not subject to a Franchise or Billing Fee as per RFP

If you have any questions please contact me at 956-246-3299

Respectfully,

Rey Carrillo
Manager, Municipal Sales

C.C.
Stephen Muse
JP Villarreal
Brenda Armstrong

Consumer Price Index for All Urban Consumers (CPI-U)
Original Data Value

Series Id: CUUR0000SEHG

Not Seasonally Adjusted
Series Title: Water and sewer and trash collection services in U.S. city average, all urban consumers, not seasonally adjusted
Area: U.S. city average
Item: Water and sewer and trash collection services
Base Period: DECEMBER 1997=100
Years: 2016 to 2026

Year	Jan	Feb	Mar	Apr	May	Jun	Jul
2016	218.370	219.036	219.649	220.506	221.360	221.396	221.358
2017	226.411	227.277	227.553	228.133	228.396	228.599	229.008
2018	232.977	233.858	234.215	235.141	235.878	236.493	237.186
2019	241.606	242.011	242.611	243.490	243.774	244.322	244.943
2020	248.846	249.751	250.359	250.673	250.921	251.435	252.401
2021	257.722	258.763	259.204	259.581	259.542	260.400	261.706
2022	268.128	269.521	269.621	270.419	270.844	271.925	273.097
2023	281.461	283.663	284.166	285.052	286.322	287.457	289.005
2024	297.079	298.751	299.183	300.178	299.987	300.652	302.106
2025	310.239	313.344	313.925	314.820	315.585	316.851	318.244
2026	324.919	327.181	328.792	329.651	330.420	331.474	332.956

2024-2025 Average	311.168
2025-2026 Average	325.781
Difference	14.613
Difference divided by 1st year average	0.046962
Difference	4.70%

Aug	Sep	Oct	Nov	Dec
222.554	223.111	223.420	224.399	224.745
229.772	230.142	230.614	231.522	231.842
238.439	238.512	238.936	241.774	242.204
245.549	245.903	246.741	247.364	247.567
253.974	254.266	254.781	255.650	256.456
262.810	263.747	264.278	264.580	265.365
274.984	276.759	276.892	277.824	278.464
290.975	291.279	291.683	292.694	292.915
303.311	305.117	306.336	308.015	308.234
319.403	319.867	320.615	321.363	322.728

LICENSE AGREEMENT

BETWEEN

THE CITY OF BROWNSVILLE

AND

BFI WASTE SERVICES OF TEXAS, LP, D/B/A

REPUBLIC SERVICES OF RIO GRANDE VALLEY

FOR

MUNICIPAL RESIDENTIAL AND COMMERCIAL GARBAGE

COLLECTION AND DISPOSAL SERVICES

(RFP# 002-25-IS-RFP)

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LICENSE AGREEMENT BETWEEN THE CITY OF BROWNSVILLE AND BFI WASTE SERVICES OF TEXAS, LP, D/B/A REPUBLIC SERVICES OF RIO GRANDE VALLEY FOR MUNICIPAL RESIDENTIAL AND COMMERCIAL GARBAGE COLLECTION AND DISPOSAL SERVICES (RFP# 002-25-IS-RFP)

This is a **LICENSE AGREEMENT** (hereafter the "Agreement") between the CITY OF BROWNSVILLE, TEXAS, a Texas Home-Rule Municipal under the Texas Constitution and (hereafter the "City") and BFI Waste Services of Texas, LP, d/b/a Republic Services of Rio Grande Valley, a publicly traded company, Federal EIN #65-0716904 (hereafter "LICENSEE" or "CONTRACTOR"), both acting by and through their duly authorized agents and representatives. The City and Licensee may be hereinafter referred to individually as a "Party" or collectively as the "Parties."

AGREEMENT

Terms and conditions for performance and compensation payment for this Agreement are set forth in the following contract documents, true and correct copies of which are attached and fully incorporated herein verbatim for all purposes:

1. Request for Proposals RFP# 002-25-IS-RFP Residential and Commercial Solid Waste Services;
2. Response to Request for Proposals RFP# 002-25-IS-RFP, including all the attachments;
    a. Residential Solid Waste Services:
        i. Form 1A – Request for Proposal Acknowledgement Form 2A – Proposer's Statement of Organization
        ii. Form 3A - Experience
        iii. Form 4A - Cost Proposal Form.
        iv. Form 5A - Litigation disclosure Form.
        v. Form 6A - Conflict of Interest Questionnaire Form Form 7A - Disclosure of Interest Form
        vi. Form 8A - Non-Collusive Bidding Certification
        vii. Form 9A - Texas Ethics Commission Certificate of Interested Parties
        viii. Form 10A - Certification Forms Form 11A - Bid Bond
        ix. Form 12A – Drug-free Place Form 13A - References
    b. Commercial Solid Waste Services:
        i. Form 1B – Request for Proposal Acknowledgement Form 2B – Proposer's Statement of Organization Form
        ii. 3B - Experience
        iii. Form 4B - Cost Proposal Form.
        iv. Form 5B - Litigation disclosure Form.

v. Form 6B - Conflict of Interest Questionnaire Form Form 7B - Disclosure of Interest Form
vi. Form 8B - Non-Collusive Bidding Certification
vii. Form 9B - Texas Ethics Commission Certificate of Interested Parties
viii. Form 10B - Certification Forms
ix. Form 11B - Bid Bond
x. Form 12B – Drug-free Place
xi. Form 13B - Experience

3. 1-Form for proposal deviations - Package A Deviation 1;
4. 2-Form for proposal deviations - Package A Deviation 3;
5. 4-Form for proposal deviations - Package B Deviation 1
6. 3-Executive Summary - Residential MSW;
7. 3-Executive Summary Commercial MSW;
8. 3-Form for proposal deviations - Package A Deviation 2;
9. 5-Form for proposal deviations - Package A Deviation 4;
10. 6-Form for proposal deviations - Package A Deviation 5;
11. 18-Customer Service Plan Residential MSW;
12. 18-Customer Service Plan Commercial;
13. 21-Addendum 1 Acknowledgement;
14. 22-Addendum 2 Acknowledgement;
15. 23-Addendum 3 Acknowledgement;
16. 24-Ramp Up Plan Residential;
17. 25-Ramp Up Plan Commercial;
18. City's General Franchise Ordinance, codified at Chapter 309 of the Brownsville Code of Ordinance, as may be amended;
19. Any applicable Texas statute governing waste management in general and residential and/or commercial/industrial waste management in particular; and
20. The following listed and numbered Exhibits:
    a. Exhibit "A-1" – Republic's Residential Rate Schedule
    b. Exhibit "A-2" – Republic's Commercial Rate Schedule
    c. Exhibit "B" – Republic's Equipment List

All the documents attached hereto and those incorporated by reference constitute the contract documents for this Agreement. The RFP and its addendum govern Republic Services' response; this License Agreement governs both the RFP and the response; the City's Franchise Ordinance governs all in case of conflict. It is understood and agreed by the Parties that the City does not guarantee any minimum volume of work, and that Licensee will be paid for actual work performed and for allowable expenses, provided that Licensee shall present City with an invoice for all expenses and services monthly within 14 days of the end of the month. Payment shall be made no more than 30 calendar days following receipt and approval of each invoice.

This agreement supersedes any previous agreement or understanding of the parties, whether written or oral.

ARTICLE I. DEFINITIONS; LICENSE

SECTION 1. DEFINITIONS. Unless otherwise specified herein the following terms shall have the following meanings:

Agreement or *License Year:* shall mean a twelve (12) month period commencing upon the Effective Date hereof and, thereafter, any anniversary of the Effective Date.

Brush: Plants or grass clippings, leaves or tree trimmings, dead plants, weeds, dead trees or branches. Brush shall not exceed eight (8) ft in length and does not include Unacceptable Waste.

Bulky Wastes: Stoves, refrigerators (with Freon removed by a certified dealer and labeled as such), water tanks, washing machines, furniture, bedding, and other materials other than construction debris, dead animals, hazardous waste, or stable matter with weights or volumes greater than those allowed for containers. Bulky Waste does not include Unacceptable Waste.

Cart: A Receptacle with a capacity of 96 gallons constructed of plastic, having attached wheels, having handles of adequate strength for lifting, and having a hinged, tight-fitting lid capable of preventing entrance into the container by vectors. The mouth of the container shall have a diameter greater than or equal to that of the base.

"*City*" "*Licensor*" or "*Franchisor*": refers to the home rule municipality known as the City of Brownsville, Texas.

Commercial and/or Industrial Customer: means a person, business, corporation, institution, or other entity that accumulates or holds solid waste for collection at a location other than single-family residences, duplexes, triplexes, or quadplexes, within the corporate limits or extraterritorial jurisdiction of the City.

Commercial and Industrial Refuse: Construction/demolition debris, Garbage, Rubbish and Stable Matter generated by a Producer at a Commercial and Industrial Unit. Refuse and recycling collection service at such location must be feasible and within existing collection routes.

"*Collect*", "*Collected*", and "*Collection*": shall mean and refer to the picking up and transporting, storage, delivery to the appropriate Disposal Site for proper disposal of Solid Waste and Landscape (brush/bulky) Waste from Customers, all in compliance with applicable federal, state, and local laws, statutes, ordinances, rules, and regulations.

Collection Containers: Collection Containers: Shall mean containers (rolling carts) designed for the storage and collection by automated means, that are a minimum of ninety-six (96) gallons capacity, heavy duty recycled plastic construction, with easy to handle, hinged lids to prevent littering, and with a design that allows ease of movement and use, similar to those now in place,

both in design, weight, color and identification symbols. These are separate from containers for recycling.

Collection System: The collection and transportation of garbage, organics or recycling in a specially designed truck affixed with a mechanical arm assembly. Service is provided in the form of either automated (one-person crew) or semi-automated method (multiple-person crew). Automated service is also known as mechanized collection.

CPI: shall mean Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by United States Department of Labor, Bureau of Statistics.

Customer: means the owner or tenant of a residential, commercial, and/or industrial unit located within the city's corporate limits who is eligible for and needs the solid waste services provided by the Licensee.

Dead Animals: Animals or portions thereof equal to or greater than ten (10) pounds in weight that have expired from any cause except those slaughtered or killed for human use.

Disposal Site: Municipal Solid Waste Facility - Permit #1273, 9000 FM 802, Brownsville, Texas, 78521.

Environmental Laws: shall mean any and all state, federal, and local statutes, rules, regulations, and ordinances relating to the protection of human health or the environment including, without limitation, the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act of 1976 and the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C.§6901, et seq., the Comprehensive Environmental Response Compensation, and Liability Action of 1980, 42U.S.C § 9601, et seq., as amended by the Transportation Act, 49 U.S.C. § 6901, et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq., the Clean Air Act, 42 U.S.C. § 7401, et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., the Safe Drinking Water Act, 42 U.S.C. §§ 3001f-300j, the United States Environmental Protection Agency's rules concerning underground storage tanks, 53 Fed. Reg. 307082 (9/23/88), all as may be amended or supplemented in the future, and any similar federal, state, and local environmental statutes and ordinances and the rules and regulations, orders and decrees now or hereafter promulgated thereunder.

Equipment: shall mean all vehicles, carts, containers, machinery, tools, and equipment, as well as related supplies and materials reasonably necessary for Licensee's performance.

Hazardous Waste: Waste, in any amount, which is defined, characterized, or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to Federal or State law, or waste, in any amount, which is regulated under Federal or State law.

Hot Shot Services: Assistance with the pickup of brush and bulky waste as needed throughout the city including the downtown area of the City.

Household municipal solid waste: Shall mean all wastes generated by residential landscape wastes and acceptable non-hazardous waste.

Landscape (brush) waste: Shall mean grass clippings, leaves, brush, and tree trimmings, including tree limbs cut to lengths not to exceed eight feet.

Licensee or Contractor: shall refer to BFI Waste Services of Texas, LP, d/b/a Republic Services of Rio Grande Valley, including its affiliates and subsidiaries, for the collection, transportation, and/or disposal of the solid waste and collection of landscape (brush/bulky) as specified in this Agreement for Residential and Commercial Customers.

Manual collection system: The collection and transportation of garbage or recycling by means of a system that requires a person to manually lift and load the material into the collection vehicle.

Mechanized collection system: The collection of brush and bulky materials using trucks equipped with a boom to collect brush and bulky waste and trucks equipped with a mechanical arm to grasp, lift and empty brush and bulky waste debris. Mechanized collection trucks only require a one-person crew. Mechanized collection is the standard methodology used.

Premises: All private residential or commercial establishments within the scope of the service area as defined in this Agreement.

Recyclable materials: Those solid wastes that are separated for recycling or reuse such as newspaper, mixed office paper, corrugated cardboard, kraft paper, container glass, aluminum and tin cans, magazines, steel aerosol cans, and plastic bottles and containers.

Recycling: The collection, separation, recovery, and sale or reuse of metals, glass, paper, plastics, and other materials that would otherwise be disposed or processed as municipal waste.

Recycling container: A container used to collect Recyclable materials for Recycling.

Recycling drop-off center: An area where an individual may deposit recyclable materials and where recyclables may be sorted.

Refuse: Non-putrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials; combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, and similar materials; non-combustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and the like materials which will not burn at ordinary incinerator temperatures (1600 degrees Fahrenheit to 1800 degrees Fahrenheit.) Refuse does not include recycling commodities intended to be placed in recycling containers, industrial waste, hazardous waste, or Unacceptable Waste.

Request to Collect: The City will contact the Licensee requesting collection and/or service at a specific location with the nature of the request. This request may be a telephone call, electronic mail or facsimile (FAX), and/or in writing.

Residential customer: means an owner, occupant, tenant, lessee, or resident who receives solid waste collection service at single-family residences, duplexes, triplexes, or quadplexes.

Residential Garbage: All normal household waste of private residences and multi-family dwellings of not more than four (4) units, especially including putrescible, but not including sewage and body waste, manure, dead animals over ten (10) pounds in weight, large tree trimmings, demolition or remodeling debris, or any other waste material that cannot be broken down to fit into the regular garbage containers herein specified. Residential Garbage does not include Unacceptable Waste.

Rubbish: Non-putrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials; combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, used or scrap tires, and similar materials; non-combustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and like materials which will not burn at ordinary incinerator temperatures (1600 degrees Fahrenheit to 1800 degrees Fahrenheit). Rubbish does not include Unacceptable Waste.

Special Waste: Any solid waste or combination of solid wastes that because of its quantity, concentration, physical or chemical characteristics or biological properties require special handling and disposal to protect the human health or the environment. If improperly handled, transported, stored, processed, or disposed of or otherwise managed, it may pose a present or potential danger to the human health or the environment.

Solid Waste: Any recyclable materials, garbage, rubbish, refuse, sludge, from a waste treatment plant, water supply, or air pollution control facility, and other discarded material, including solid, liquid semisolid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agriculture operations, and from community and institutional activities. Solid Waste does not include Unacceptable Waste.

Storage: shall mean the holding of Solid Waste for a temporary period, at the end of which the Solid Waste is processed, disposed of, or permanently stored elsewhere.

Unacceptable Waste: shall mean highly flammable substances, Hazardous Waste, liquid wastes, special wastes, certain pathological and biological wastes, explosives, toxic materials, radioactive materials, material that the disposal facility is not authorized to receive and/or dispose of, new and used tires, and other materials deemed by state, federal or local law, or in the reasonable discretion of Licensee, to be dangerous or threatening to health or the environment, or which cannot be legally accepted at the applicable disposal facility.

Unusual Accumulations: (a) For residences, shall mean large accumulations of waste that are not routinely generated by Residential Customers. This shall include accumulations of waste associated with things such as (a) cleaning out a garage or storage building, (b) large, heavy or bulky objects such as furniture or appliances; (c) materials judged by the sanitation coordinator to be hazardous such as oil, acid, or caustic materials, and large accumulations of brush from lot clearing activities.

Extra accumulations: Shall mean any amounts of wastes that cannot be fit into the collection containers (carts).

Water, Sewer & Trash Collection Index: shall mean the particularized Consumer Price Index as defined by the U.S. Bureau of Labor Statistics.

SECTION 2. FRANCHISE LICENSE AND TERMS THEREOF

2.1 For and in consideration of the covenants, agreements, and promises contained herein, the City grants to Licensee an exclusive license to conduct the business of providing Solid Waste and Brush and Bulky Waste (collectively, Brush and Bulky Waste is referred to as Landscape Waste) Collection to Residential Customers and Solid Waste Collection to Commercial and Industrial Customers in the City of Brownsville, Texas.

2.2 In addition, for and in consideration of the covenants, agreements, and promises contained herein, the City grants to Licensee an exclusive license to provide Landscape Waste Collection to Commercial Customers in the City of Brownsville, Texas.

2.3 Licensee shall also have the right to use the public streets, alleys (as long as they are passable and in good condition), and thoroughfares within the corporate limits of the City for the purpose of engaging in the business of Solid Waste and Landscape Waste Collections for Residential and Commercial Customers located within the City pursuant to the License granted herein.

2.4 Licensee agrees to make such collections available to all Residential and Commercial Customers within the City and agrees that such Collections will be performed pursuant to and consistent with the terms of this Agreement, as well as all ordinances and regulations of the City governing or relating to the Collection of Solid Waste.

2.5 In connection with the exclusivity granted pursuant to this Agreement, the City agrees to the following: (a) the City will issue fines to any violators of the exclusivity set forth in this Agreement; (b) the City grants Licensee the right to pursue a direct claim against any violators of such exclusivity, to collect the unauthorized container and charge the violates for all hauling and disposal associated with such collection; and (c) to pursue any other remedies as mutually agreed to between the City and Licensee.

SECTION 3. INDEPENDENT LICENSEE

3.1 The relationship of Licensee to the City shall be that of an independent Licensee, and no principal-agent or employer-employee relationship between the parties is created by this Agreement.

3.2 By entering into this Agreement with the City, Licensee acknowledges that it will, in the performance of its duties under this license, that it will perform as an independent licensee and that no officer, agent, or employee of the City and that no officer, agent or employee of Licensee will be for any purpose an employee of the City and that no officer, agent or employee of Licensee is entitled to any privileges of a City employee or officer under any provision of the statutes of the State of Texas and ordinances of the City of Brownsville.

SECTION 4. LICENSEE'S LOCAL OFFICE

4.1 Office/Managing Agent: Throughout the term of this Agreement, Licensee shall maintain a local office and authorized managing agent within the City and shall designate in writing the agent upon whom all notices may be served from the City. Service upon Licensee's agent shall always constitute service upon Licensee.

4.2 Hours: Licensee's local office shall be open during collection hours to field and receive communications from customers. At a minimum, Licensee's local office shall be open during the hours of 8:00 A.M. and 5:00 P.M., local time, Monday through Friday.

4.3 Staffing: Licensee's local office shall have a responsible person in charge during collection hours on collection days, shall be equipped with appropriate communication equipment, both telephonic and via internet, and adequate personnel to field and receive communications from the City. Licensee will follow up on and resolve all customer calls and complaints and maintain documentation regarding same. The telephone number of the Licensee's responsible person shall be available to customers twenty-four hours a day, seven days a week.

4.4 Call Center: Licensee shall operate a call center from Monday–Friday, 7:30 A.M. – 5:00 P.M., to receive customer complaints or requests. Agents at said call center may be but are not required to be Texas-based agents, with national overflow as support and backup. Responses shall be conducted pursuant to Section 37, Customer and Consumer Complaints.

4.5 Applications: Licensee shall offer self-service features, including online account tools, mobile app, and "Track My Truck."

SECTION 5. NOTICES UNDER THIS LICENSE

5.1 Any notice to the City required or permitted to be delivered hereunder shall be in writing to the Office of the City Manager and any other contact designated by the City to Licensee.

5.2 Any notice to Licensee required or permitted to be delivered hereunder shall be in writing to the Licensee local agent in charge, with a copy to Licensee's principal home office.

SECTION 6. BOOKS AND RECORDS

6.1 Licensee hereby agrees to maintain, at its local office or principal place of business within the State, adequate books and records relating to the performance of its obligations under this Agreement.

6.2 Licensee agrees to maintain performance, accounting, and other records to reasonably identify its investment, revenues, and expenses related to its performance under this agreement, intending thereby to separate the accounting records of the contract operation from its other operations.

6.3 The records of Licensee applicable to its performance under this Agreement shall be available for inspection by the City with reasonable notice of a request for record review but in no event less than ten (10) business days.

SECTION 7. TERM OF THIS AGREEMENT

7.1 Primary Term: The primary term of this License shall be for a period of SEVEN (7) years commencing on the "Effective Date" as defined herein, and expiring on or before September 30, 2032.

7.2 Renewal Terms. This License Agreement may be extended for three (3) one (1) year renewals at the City's option and on such other terms by the City Commission ratifying the License within sixty (60) days of the end of the primary term.

7.3 In the absence of such ratification, the License shall continue to run on a month-to-month basis for a period of ninety (90) days only. Thereafter any continuation must be under a signed continuation agreement.

7.4 If the City or the Licensee desires to modify the terms of the License during the primary or secondary active phase as specified above, notice of such intent must be provided with a minimum of thirty (30) day notice before any modification can be ratified. This notice requirement may be waived if both parties agree in writing to waive it.

SECTION 8. NON-APPROPRIATION CLAUSE

8.1 Licensee specifically understands and agrees that in the event no funds or insufficient funds are appropriated and/or budgeted concerning those obligations under this Agreement by the City of Brownsville City Commission, then upon written notice to Licensee the specified scope of service shall thereafter terminate and be null and void on the last day of the fiscal period for which such appropriations were made within penalty, liability or expense to the City of Brownsville.

8.2 Licensee shall nevertheless be entitled to payment for services rendered through the effective date of termination.

SECTION 9. LICENSE NOT ASSIGNABLE WITHOUT CONSENT

9.1 Licensee understands and agrees that it may not assign, sell, convey, or otherwise delegate any duties arising under this exclusive license without the specific consent of the Board of Commissioners, which consent shall not be unreasonably withheld.

9.2 Licensee further agrees that any such assignment or delegation of rights or duties shall not relieve Licensee of its obligations to the City hereunder.

SECTION 10. EXCLUSIVITY AND PROTECTION OF FRANCHISEE

10.1 Subject to compliance with the terms and conditions pertaining to award of an exclusive franchise license, as specified herein, the Licensee awarded this franchise shall be entitled to the exclusivity and protections of the franchise as per Section 309-8 of the General Franchise Ordinance, as may be amended, and the City will exercise reasonable efforts to protect the franchisee from encroachments to the license.

ARTICLE II. SCOPE OF SERVICES

SECTION 11. SOLID WASTE COLLECTION & MANAGEMENT

11.1 Licensee hereby agrees to collect all solid waste generated by Residential and Commercial/Industrial Customers within the corporate limits of the City as well as within the extraterritorial jurisdiction of the City of Brownsville, Texas.

11.2 Licensee shall, at its own cost and expense, furnish trained personnel and appropriate well-maintained equipment of the highest quality to collect solid waste from customers; and will establish and maintain scheduled collection routes and special schedules as may be necessary to meet the collection service requirements of the customers located within the corporate city limits of the City.

11.3 Further Licensee shall utilize the schedules of service for Residential and Commercial/Industrial Customers as established by this Agreement, or any duly adopted amendments thereto.

11.4 Collection routes shall be as established by the Licensee and approved by the City. The Licensee is expected to meet the City's pickup schedule outlined in herein. The City reserves the right to reject routes, request modifications, and require updates from the Licensee.

11.5 Licensee acknowledges and agrees that Licensee shall be obligated to take such actions as necessary to fulfill its duties and obligations hereunder and that the City may from time to time issue written directions to Licensee clarifying the scope of Licensee's services to fulfill the intent of this Agreement.

11.6 It is understood and set forth that the current levels of service for residential customers only as provided by the current licensee are to be considered as the minimum level of service for residential customers going forward. Any deviation from the minimum shall be considered a default by the Licensee.

11.7 Licensee shall deliver Solid Waste and Landscape Waste collected from Residential and Commercial/Industrial Customers pursuant to this License Agreement to Brownsville City Municipal Solid Waste Facility by no later than 4:45 PM, using authorized vehicles identified to the City by the Licensee, and pay all disposal fees, including "tipping" fees, at prevailing rates. At the sole discretion of the City, Licensee may be directed to any transfer station which may hereafter be utilized in the future by the City. In the event that at some future time there is no Disposal Site available for the disposal of Solid Waste and/or Landscape Waste as contemplated by this Agreement, costs which may be incurred by Licensee in disposing of said Solid Waste shall, at that time, be negotiated by the Parties in good faith. Any alternative disposal site must be approved in writing by the City prior to its use by Licensee. All laws, rules, and regulations governing hours of operation and disposal practices at the Disposal Site shall be strictly observed by Licensee.

11.8 The City does not recognize any holidays for the purpose of this Agreement. The Licensee is expected to provide services 365 days of the year. Notwithstanding the foregoing, the Licensee shall not be required to provide services on Sundays unless otherwise mutually agreed upon in writing by the parties.

11.9 Special provisions include front door services for handicapped citizens as prescribed in City's Code of Ordinances.

SECTION 12. GEOGRAPHIC REGION COVERED

12.1 The geographic region within which this exclusive license is awarded shall be the area defined as the municipal city limits as established by Ordinance and any other services areas established by agreement between the City and an adjoining public or private entity.

12.2 Licensee is not authorized under this License to provide residential or commercial/industrial waste management services outside of the geographic area specified herein.

SECTION 13. SCOPE OF SERVICES – BRUSH / BULKY ITEM COLLECTION

13.1 Landscape Waste Collections shall occur at the premises of Residential and Commercial/Industrial accounts held by the City and not served by the Licensee, curbside (or alley) Brush Collection shall occur once per month using grapple trucks. Residential and Commercial Accounts will be notified of the usual pick-up schedule.

Public Right-of-Way fronting Vacant lots: Collections may be required at the request by the Internal Services Director or its designee at no additional cost to the city. This shall include accumulations of waste, associated large, heavy, or bulky objects such as furniture or appliances, and large accumulations of brush.

13.2 Privately Owned Vacant Lots: Pursuant to Brownsville City Code of Ordinances related to clearing from private property. Notice must be issued prior to private property within vacant lot collections occurring.

13.3 Special Collection:

a. Licensee shall provide equipment and personnel to support the City of Brownsville for up to four community clean-up events (beautification) with four 38-cubic grapple trucks at no charge annually. Such service structure shall remain unchanged unless otherwise mutually agreed to in writing by the parties.

b. Licensee shall provide, at its sole cost and expense, "Hot Shot Services" for the collection of brush, and other debris on City Streets as required by the City.

c. Licensee shall pay landfill fees for complimentary waste disposal services provided by Licensee to City facilities.

d. Licensee may charge an additional fee per pickup, for the requested collection of unusual accumulations. This fee will be based on "Rate Matrix" and billed by the City through the Brownsville Public Utilities Board.

13.4 Unusual Accumulations Collection. The Licensee may charge an additional fee in accordance with the fee schedule specified in Exhibits "A-1" or "A-2" of this Ordinance for unusual accumulation of landscape brush per haul.

13.5 Details regarding brush / bulky item collection shall be provided by Licensee in a separate flyer conveying information to the public.

SECTION 14. SPILLAGE AND PROPERTY DAMAGE/REPORTING

14.1 Licensee shall take all necessary precautions to protect public and private property during the performance of the services, promptly notify the City and the property owner in the event that any property damage occurs, and fully restore the damaged property to its original condition at no cost to the property owner, or the City, in a timely manner. Any events on the City right-of-way will require Internal Services Director notification.

14.2 If road closure is required, Licensee shall immediately contact the Internal Services Director.

14.3 Weekly Reporting shall be provided by Licensee as follows:

a. Weekly report of any bin deliveries/removals bin # delivered.

b. New Service, Re-deliveries, Swaps, Removals, Additional Bins

c. Weekly report of any request for trash credit due to home being vacant.

d. Complaints/resolution summary for the associated week;

e. Complaint/resolution time and date.

f. Disposal Site weight tickets by route for the associated month (in excel format)

   i. Missed trash complaints

   ii. Missed brush complaints

   iii. Questions

   iv. Driver/Truck complaints

   v. Truck spilling fluid complaints

vi. Bin complaints

vii. Non-collection.

14.4 Monthly reports must be submitted to the City by the tenth (10th) day of the month following the end of the previous month for which the data was collected and shall include the following information:

a. A cover letter that abstracts the report and highlights major accomplishments, problems trends and other pertinent information for the associated month;

b. Complaints/resolution summary for the associated month;

i. Complaint/resolution time and date;

c. Disposal site weight tickets by route for the associated month (in excel format)

i. Missed trash complaints

ii. Missed brush complaints

iii. Questions

iv. Driver/Truck complaints

v. Truck spilling fluid complaints

vi. Bin complaints

vii. Non-collection.

d. Annual Reports: The obligation to submit an annual report shall survive the termination or expiration of the Agreement. The City may withhold payment of balances due to the service provider at the end of the Agreement until such final report is received and accepted by the City. The annual report should be submitted to the City no later than thirty (30) days following every twelve (12) month period of the Agreement and shall include a compilation of the monthly reports for the associated year.

SECTION 15. MISSED COLLECTIONS

15.1 Should a dispute arise between the City, Licensee, and/or customer as to whether the Licensee actually failed to make a collection (whether the Licensee missed a pickup) the decision of City Manager or designee shall be final and the City and the Licensee agrees to abide by such decision.

15.2 It is specifically understood and agreed that if the owner or occupant of any premises fails to place a Bin in designated location, or is otherwise in violation of the City's ordinances with respect to the location of refuse Bins, the means by which the waste is containerized or non-containerized, volume, weight, or composition of refuse to be removed from the premises, the Licensee may refrain from collecting all or a portion of such refuse that is rendered uncollectable due to the aforementioned circumstances. The Licensee will immediately notify the owner or occupant thereof by use of a standard notification tag approved by the City on the same business day of the reason for such non-collection. The use of such a tag suffices as a written notification.

15.3 The Licensee shall collect such refuse on the next scheduled customer collection day after the customer remedies the existing circumstances that inhibit collection. The Licensee may charge the customer for an extra collection as may be applicable if the customer requests collection prior to the next scheduled collection day.

15.4 Where the City is notified by an owner or occupant that refuse has not been removed from subject premises on the scheduled collection day, and where no notice of non-collection or a route change in collection schedule has been received from the Licensee, the City may investigate and as part of the investigation, Licensee shall comply with the City's reasonable request for information. If the investigation discloses that the Licensee has failed to collect refuse from the subject premises without cause as supported by notice as described herein, the Licensee will collect the same within twelve (12) hours after a "Request to Collect" is issued by the City.

15.5 In all disputes between the owner or occupant, the City shall make the final decision reconciling differences, and the Licensee shall abide by the decision. Should the Licensee fail to honor a "Request to Collect," the Licensee will be subject to liquidated damages in the amount of $100 per missed request to collect.

15.6 It is expressly understood that these rules apply to any other type of regularly scheduled service collections offered to the customer, whether Residential, Commercial and/or Industrial Refuse collections as may be applicable.

15.7 Licensee acknowledges that it is the intent of the City to ensure that the Licensee provides a quality level of Collection Services. The City Manager shall decide any and all questions which may arise concerning the quality and acceptability of the work and services provided by the Licensee, the interpretation of the provisions of the Agreement, and the acceptable fulfillment of Licensee's duties under the Agreement. The Licensee shall have the right to appeal any decisions or findings of the City Manager to the City Commission, whose findings and conclusions shall be final and binding.

SECTION 16. RESIDENTIAL SOLID WASTE SERVICES

16.1 Bin Requirements. The Licensee must supply residential bins that are in good working condition and not in disrepair. The City reserves the right to request a bin exchange for any bins deemed non-compliant, regardless of age. Licensee shall keep a minimum of ten percent (10%) of the total number of bins in reserve for replacement purposes. The replacement shall be completed within forty-eight (48) hours of the request.

16.2 Type of Collection: Residential Garbage: At the premises of Residential Accounts held by the City and served by the Licensee:

a. Automated curbside (or alley) garbage collection shall occur one (1) time per week with a minimum of six (6) full days between each.

b. Carts shall be placed at curbside by 7:00 A.M. on the designated collection day.

c. Carts shall be provided to all Residential Accounts by the Licensee.

d. Any Cart which is lost, stolen, or damaged shall be replaced by the Licensee at no expense to the City.

16.3 Landscape (Brush/Bulky) Collections: At the premises of residential accounts held by the City and served by the Licensee, curbside (or alley) Brush Collection shall occur once per month using grapple trucks, except in cases of unusual accumulations. Residential Accounts will be notified the of the usual pick-up schedule.

16.4 Unusual Accumulations Collection: The Licensee may charge an additional fee per pickup truck load or equivalent, for the requested collection of unusual accumulations. This fee will be approved and billed by the City.

16.5 Hours of Operation. All collections shall be made as described herein. No collections shall be made on Sunday unless otherwise mutually agreed upon by the Licensee and the City.

a. Residential Collection Hours: Residential collections shall begin no earlier than 7:00 A.M. and shall not extend beyond 7:00 P.M. All regular collections shall be completed within this time period each collection day.

b. Additional Collection: If notified by 10:00 A.M. of service day, extra pickup will be performed that day. Calls after 10:00 A.M. will be made the following service day, if the Licensee is able then said extra pickup may be made the same day. There is a charge for extra pickups and refills, as approved by the City Commission.

c. Hours of Disposal: The Licensee shall dispose of waste within the operating hours of the Disposal Site. Any waste not disposed of within the operating hours of the Disposal Site shall be held in Storage until the Disposal Site is open, including Sundays. Licensee shall not dispose of any waste at other landfills or disposal sites without the express written permission of the City.

16.6 Collection Equipment.

a. The Licensee, at its sole cost and expense, agrees to furnish all trucks, residential carts (96-gallon capacity), equipment, machines, and labor that are reasonably necessary to adequately, efficiently, economically, and properly collect and transport garbage and landscape (brush) from accounts serviced by the Licensee in accordance with the Contract Documents. Licensee shall provide one (1) 96-gallon cart per household. Additional Carts shall be available upon request.

b. Licensee shall, at a minimum, ensure that the initial transition includes fleet readiness (14 automated trucks + 13 grapple trucks), staff training, route verification, and marketing materials prior to service launch.

c. To ensure uninterrupted services, the equipment shall be maintained at industry standards or better and kept in safe, clean, and efficient working conditions throughout the term of the Agreement and any renewal period. The equipment shall be maintained in safe, clean, and efficient working condition according to industry standards or better throughout the term of the Agreement and any renewal period.

d. Such vehicles and equipment shall be maintained and painted as often as necessary to preserve and present a well-kept appearance. The Licensee shall establish a regular preventative maintenance program for all preventative maintenance and other maintenance and repairs to the Equipment. The Licensee shall clean the vehicles and equipment on a regular weekly basis or more frequently as may be necessary to maintain sanitary and safe working conditions.

e. Automated collection of garbage shall be made using sealed packer trucks, and such equipment shall not be allowed to leak or scatter any waste within the limits of the City, nor while in route to the Disposal Site, where such accumulation shall be dumped.

f. Due to street size variations in the City, the Licensee will need to provide equipment that will accommodate such public streets and alleys. Special collections shall be made using appropriate equipment.

g. Licensee shall submit a complete written inventory of all Equipment used in the performance under this Agreement in the form described in Exhibit "B" hereof, and shall make such other submissions as required to reflect Licensee's current Equipment inventory throughout the term of the Agreement or any renewal period.

h. Licensee shall maintain files and records of all citations and violations of any laws, statutes, ordinances, or regulations in the ownership, title, maintenance, or operating of the Equipment, and such files and records shall be available at all times for review by the City.

i. The Licensee shall, if necessary, hand-clean all spillage resulting from its collection activities. All motor vehicles used in the performance of the obligations herein created shall be clearly marked with the Licensee's name and website and should be clearly visible.

j. Licensee shall establish reasonable procedures and programs to prevent property loss or damage or personal injury to persons, including, but not limited to, employees performing such work and all other persons who may be affected hereby. Licensee shall comply with all OSHA rules and regulations when conducting operations pursuant to this Agreement.

k. The City may inspect the Licensee's vehicles at any time to ensure equipment compliance with the Contract Documents or require equipment replacement schedules to be submitted to the City.

l. All vehicles and equipment used by Licensee for the collection of solid waste and Landscape Waste shall be clearly marked with Licensee's name and website in a letter size sufficient to reasonably identify the vehicle, but not less than two inches (2") in height.

m. Licensee shall also assign each of its vehicles an identifying number and shall mark the same upon said vehicles in two prominent locations, in figures not less than two inches (2") in height.

n. All vehicles and equipment shall be painted in a color scheme common to Licensee to clearly identify the vehicles and equipment as belonging to the Licensee, and to enhance the appearance and condition of the vehicles and equipment.

SECTION 17. COMMERCIAL SOLID WASTE SERVICES

17.1 Licensee shall begin conducting public outreach and customer education in August 2025 to ensure a smooth transition from the City's prior Licensee.

17.2 Licensee shall empty the containers as needed (1–6 times per week), depending on customer requirements.

17.3 The City shall receive Hot Shot Service every Wednesday throughout the year.

17.4 Licensee shall provide City with 15 commercial cardboard recycling containers (4, 6, or 8-yard) for use at City-owned facilities, provided at no cost to the City.

17.5 Type of Collection. The Licensee shall provide bin collection service for all collection of Commercial and Industrial Refuse to Commercial and Industrial Units within the City of Brownsville using 2, 3, 4, 6, and 8-yard dumpsters for commercial customers; 30-yard dumpsters (and compactors) for industrial waste; 96-gallon carts serviced twice per week for small commercial. (A rate matrix is defined by volume and frequency). Licensee shall provide either front-load and side-load commercial solid waste service; or Industrial roll-off service (open-top and compactors).

a. Landscape (Brush) Collections: At the premises of Commercial/Industrial accounts held by the City and not served by the Licensee, curbside (or alley) Brush Collection shall occur once per month using grapple trucks. Commercial Accounts will be notified of the usual pick-up schedule.

b. Unusual Accumulations Collection: The Licensee may charge an additional fee per pickup truck load or equivalent, for the requested collection of unusual accumulations. This fee will be approved and billed by the City.

c. At the premises of Commercial and Industrial accounts held by the City and served by the Licensee, automated curbside, and/or alley commercial and Industrial garbage collection shall occur one (1) time per day, up to six (6) days per week depending on the account.

d. Bins shall be located at an accessible location on the designated collection day. Bins shall be provided to all Commercial and Industrial Accounts by the Licensee. Bins shall be in good condition and regularly maintained. Any Bin that is lost, stolen, or damaged shall be

replaced by the Licensee at no expense to the City. The replacement shall be completed within seventy-two (72) hours of the request. Further, the Licensee shall provide the City with a copy of maps and schedules indicating the routes and times used in the collection of waste from all Commercial and Industrial Units. The City has the right to reject and request modification of routes, and updates on routes of the Licensee.

e. Alley Clean Up - Licensee will provide, at its sole cost and expense, downtown alley cleanup from Elizabeth St. to Adams St. and 9th Street to 14th Street as requested by the City and at a minimum on a quarterly basis.

f. Landfill Rain day Collection: Provide four (4) roll-off containers for collection and disposal at the City of Brownsville landfill for residential rain day collections. Specifically, these will be 30 CY containers. Containers shall be pulled on a "will call" basis due to the variability of loading times. Normal operations will fill approximately seventeen (17) containers per year.

17.6 Hours of Operation. Collection of Commercial and Industrial Refuse shall take place according to individual agreement and the below requirements:

a. Commercial and Industrial Refuse Collection Hours: collections shall be in accordance with the City's Ordinance and commercial services city-wide may begin as early as 6:00 a.m. and residential services may begin as early as 7:00 a.m. All regular collections shall be completed within these time periods on each collection day.

b. Extra Collection: If notified by before 12 noon of the service day, extra pickup will be performed that day. Calls after 12 noon will be made the following service day. If the Licensee is able, extra pickup may be made the same day.

Hours of Disposal: The Licensee shall dispose of waste within the operating hours of the Disposal Site. Any waste not disposed of within the operating hours of the Disposal Site shall be held in Storage until the Disposal Site is open, including Sundays. Licensee shall not dispose of any waste at other landfills or disposal sites without the express written permission of the City.

17.7 Collection Equipment.

a. The Licensee, at its sole cost and expense, agrees to furnish all trucks, Bins (i.e., 2yds, 3yds, 4yds, 6yds, 8yds, and 30yds-rolloff in capacity), Sideload and frontload, equipment, machines, and labor reasonably necessary to adequately, efficiently, economically, and

properly collect and transport commercial and industrial refuse from accounts serviced by the Licensee in accordance with the Contract Documents.

b. Licensee shall commence container deliveries for customers beginning on October 1, 2025.

c. Licensee shall ensure that the initial transition includes fleet readiness (7 commercial side-load trucks, 8 front-load trucks, 1 automated side-load truck, 3 roll-off trucks (plus spares), staff training, route verification, and marketing materials prior to service launch.

d. To ensure uninterrupted services, the equipment shall be maintained at industry standards or better and kept in safe, clean, and efficient working conditions throughout the term of the Agreement and any renewal period. Such vehicles and equipment shall be maintained and painted as often as necessary to preserve and present a well-kept appearance. The Licensee shall establish a regular preventative maintenance program for all preventative maintenance and other maintenance and repairs to the Equipment.

e. The Licensee shall clean the vehicles and equipment on a regular weekly basis or more frequently as may be necessary to maintain sanitary and safe working conditions. Automated collection of commercial and industrial refuse shall be made using sealed packer trucks, and such equipment shall not be allowed to leak or scatter any waste within the limits of the City, nor while in route to the Disposal Site (City Landfill), where such accumulation shall be dumped. Due to street size variations in the City, the Licensee will need to provide equipment that will accommodate such public streets, parking lots and alleys. Special collections shall be made using appropriate equipment. The Licensee shall, if necessary, hand-clean all spillage resulting from its collection activities. All motor vehicles used in the performance of the obligations herein created shall be clearly marked with the Licensee's name and website in letters and numbers and shall be clearly visible.

f. The City may inspect the Licensee's vehicles at any time to ensure compliance of equipment with the Contract Documents or require equipment replacement schedules to be submitted to the City.

g. Licensee shall submit a complete written inventory of all Equipment used in the performance under this Agreement in the form described in Exhibit "B" hereof, and shall make such other submissions as required to reflect Licensee's current Equipment inventory throughout the term of the Agreement or any renewal period.

h. Licensee shall maintain files and records of all citations and violations of any laws, statutes, ordinances, or regulations in the ownership, title, maintenance, or operating of the Equipment, and such files and records shall be available at all times for review by the City.

i. Licensee shall establish reasonable procedures and programs to prevent property loss or damage or personal injury to persons, including, but not limited to, employees performing such work and all other persons who may be affected hereby. Licensee shall comply with all OSHA rules and regulations when conducting operations pursuant to this Agreement.

j. All containers shall be replaced if they fail to meet industry standards.

k. All vehicles and equipment used by Licensee for the collection of solid waste and Landscape Waste shall be clearly marked with Licensee's name and website in a letter size sufficient to reasonably identify the vehicle, but not less than two inches (2") in height.

l. Licensee shall also assign each of its vehicles an identifying number and shall mark the same upon said vehicles in two prominent locations, in figures not less than two inches (2") in height.

m. All vehicles and equipment shall be painted in a color scheme common to Licensee to clearly identify the vehicles and equipment as belonging to the Licensee, and to enhance the appearance and condition of the vehicles and equipment

SECTION 18. CLEAN UPS AND EMERGENCY MANAGEMENT ASSISTANCE

18.1 In the event of a natural disaster for which the City, or the County in which the City of Brownsville is located, is declared a disaster area by the State or Federal Government, it shall be the City's responsibility to dispose of all items including Landscape Waste caused by such disaster; and the City will use Licensee's services and facilities in order to accomplish the same at prices and terms negotiated and agreed to at the time of need.

18.2 As to the clarification of the formula – should the need to enact the emergency management services set forth in Section 18.1 take place, Licensee will continue to provide scheduled standard monthly pickups as based on the average tonnage that Licensee normally collects. Average tonnage would be calculated by taking a 12-month average for the previous year, excluding any tonnage resulting from unusual events that may have caused a tonnage fluctuation in that twelve-month period. By way of example, if the average is 500 tons a month, then Licensee will continue to service the City as part of the standard monthly pickup up to the 500 tons. For tonnage above the average tonnage, Licensee would charge for the storm debris cleanup services at the agreed-upon rate.

18.3 City may at its option engage other providers for clean-ups and emergency management services that are FEMA compliant.

SECTION 19. TITLE TO WASTE

19.1 Licensee shall take title to Solid Waste and Landscape Waste when placed in its vehicles. Title to and liability for Unacceptable Waste shall at no time pass to Licensee.

ARTICLE III. PERFORMANCE

SECTION 20. PERFORMANCE EXPECTATIONS

20.1 The Parties hereby agree that all services provided by Licensee pursuant to this Agreement shall be carried out in a competent and businesslike manner.

20.2 Licensee shall not engage any subcontractor without written prior approval of the City. The City shall have the right to revise the Performance Standards as it determines within its sole discretion such revisions to be necessary or proper to secure the safety, welfare, and accommodation of the public.

20.3 Any material revision of the scope of services or of performance expectations may also incorporate a review of costs for services rendered.

SECTION 21. COMPLIANCE WITH LAWS

21.1 Licensee, its officers, agents, employees, contractors, and sub-contractors, shall abide by and comply with all laws, federal, state, and local.

21.2 It is agreed and understood that, if the City calls the attention of Licensee to any such violations on the part of Licensee, its officers, agents, employees, contractors, or subcontractors, then Licensee shall immediately desist from and correct such violation.

SECTION 22. PERFORMANCE BOND REQUIRED

22.1 Except as provided herein, Licensee shall furnish to the City a performance bond guaranteeing the faithful performance of this Agreement (hereafter "Performance Bond").

22.2 The Performance Bond shall be executed by a surety company licensed to do business in the State of Texas and shall be for the term of this Agreement and in the amount of One-Million-Dollars ($1,000,000).

22.3 The Performance Bond shall be furnished to the City by Licensee within ten (10) days of the date of the execution of this Franchise Ordinance or any renewal thereof.

22.4 Without limiting any other indemnity provisions herein, said Performance Bond shall indemnify the City against any loss, expense, and cost or damage resulting from any

default by Licensee hereunder or Licensee's negligence or willful misconduct in the performance hereunder by Licensee.

ARTICLE IV. FEES & RATES; BILLING & COLLECTION

SECTION 23. RATES

23.1 Licensee's Residential Rates shall be those reflected in Exhibit "A-1".

a. Six percent (6%) of gross receipts shall be charged as a Franchise Fee to the Licensee.

b. Three percent (3%) of gross receipts shall be charged as a Billing Fee to the Licensee.

23.2 Licensee's Commercial Rates shall be those reflected in Exhibit "A-2".

a. Eleven percent (11%) of gross receipts shall be charged as a Franchise Fee to the Licensee.

b. Three percent (3%) of gross receipts shall be charged as a Billing Fee to the Licensee.

23.3 These fees will be deducted from the Licensee's applicable gross receipts and will be paid directly to the City, where they will be retained.

23.4 Landfill tipping fees shall be charged to the Licensee.

23.5 For such services, and as a disposal fee, it is understood and agreed that the City may increase the charges to Licensee's customers in whatever amount is deemed necessary by the City to cover the costs of billing and collection services, disposal fees, and other associated solid waste collection and disposal costs. All such increases shall be treated as a pass-through and Licensee's rates shall be increased pro rata with such increases.

23.6 The City shall, on or before the l0th day of each month, remit to Licensee, for accounts serviced by Licensee during the preceding month, the compensation due and payable per the current Licensee's compensation.

23.7 The City shall include a landfill fee as reflected in the City's Master Fee Schedule.

23.8 Regular Service for Municipally Owned or Operated Facilities:

a. Licensee shall make no charge for the collection and disposal of Solid Waste accumulated by the City at City owned, operated or other City designated sites, including City Parks and Bus Shelters so long as the same may be collected on a regular collection route of Licensee,

and any containers and/or service needed for special clean-up projects or special events during the year.

23.9 Licensee's Compensation:

a. Compensation paid to Licensee shall be an amount equal to the number of accounts billed multiplied by the compensation as approved in this Agreement.

b. Landfill tipping fees shall be the responsibility of the Licensee, and this fee shall be a reduction of compensation due Licensee under this Agreement.

23.10 The City expressly reserves the right to increase charges to Licensee's customers while maintaining the current Licensee's compensation.

23.11 Deposits: Deposits received by the City are primarily for the purpose of satisfying requirements for water and wastewater service and Licensee has no claim on these funds.

23.12 Records: Upon request, Licensee shall provide City, on or before the 15th day of each month, a statement reflecting all operating expenses for its collection and transfer service with the City for the preceding. The City shall have the right to review the books and records kept incident to the operation of Licensee's business that are directly related to the services provided hereunder, except that Licensee shall have no obligation to make personnel files or other confidential information available for inspection. All information so obtained shall be confidential and shall not be released by the City unless expressly authorized in writing by Licensee.

SECTION 24. MODIFICATIONS TO RATES

24.1 The fees which may be charged by Licensee for the second and subsequent years of the Agreement shall be adjusted upward to reflect changes in the cost of operations, as reflected by fluctuations in CPI as of August of the first year of the Contract and every twelve (12) months thereafter as of August of the applicable year (the "Rate Modification Date"), the fees shall be increased the ensuing twelve-month period in a percentage amount equal to one-hundred percent (100%) of the net percentage change of the Water, Sewer and Trash Collection Services Index utilized by the U.S. Bureau of Labor Statistics.

24.2 All percentage changes are to be computed as the twelve (12) month average of the CPI, year over year difference between the index values as of the month of August. Annually modified rates shall not be lower than preceding year's rates.

24.3 Rate modification, if any, shall be provided on or before October 1st of each calendar year. Licensee shall send to the City a comparative statement setting out for both the CPI: (i) the twelve (12) month average index values as of the month of August from the current and previous year; (ii) the net percentage change; (iii) the composite percentage change equal to one-hundred percent (100%) of the net percentage in the CPI; and (iv) the increase in the fees which may be charged by Licensee.

24.4 During any given franchise contract year, the percentage increase to the City shall not exceed five percent (5%). Any such percentage increase shall be made by the Licensee no later than October 1st of each calendar year in accordance with the City's budget process.

24.5 Licensee may increase the rates for services as a result of increases in costs incurred by Licensee due to (a) any third party or municipal hauling company or disposal or recycling facility being used; (b) changes in local, state, federal or international rules, ordinances or regulations; (c) changes in taxes, fees or other governmental charges (other than income or real property taxes); (d) uncontrollable prolonged operational changes (i.e., a major bridge closure); (e) increased fuel costs; and (f) changes in costs due to a force majeure event. Any of the foregoing cost adjustments shall be retroactive to the effective date of such increase or change in cost. Any price increase must be based on verifiable increases in the cost of service. Licensee shall provide thirty (30) days' written notice of any price increase, including documentation supporting the cost increase. The Parties shall then meet in good faith to review the proposed increase. If the parties cannot agree on the price adjustment, the matter will be submitted to a dispute resolution process, e.g., mediation or arbitration. In the event of a price increase, the new price will be implemented as indicated herein.

ARTICLE V. LABOR FORCE & PERSONNEL

SECTION 25. QUALIFIED LABOR FORCE

25.1 Licensee shall employ only such superintendents, foreman, and workmen who are reasonably careful and competent and fully qualified to perform the duties or tasks assigned to them. All employees of Licensee and/or its subcontractors, if any, shall comply with all applicable laws and regulations, and shall have sufficient skill, ability, and experience to properly perform the work assigned to them and operate any equipment necessary to properly carry out the performance of their assigned duties.

SECTION 26. DRUG FREE WORK ENVIRONMENT

26.1 Licensee agrees to maintain a work environment free from the use, possession, distribution, and influence of controlled substances, alcohol, intoxicants, narcotics or other mind- altering substances (referred to hereafter as drugs and alcohol) and to prohibit employees from using, possessing, distributing or being under the influence of drugs or

alcohol at any time within the course and scope of their employment. Licensee shall keep on file with the City a copy of its most current substance abuse policy.

26.2 The City of Brownsville policy requires that all vendors/contractors performing services for the City shall pay wages of the greater of $8.50 per hour to their employees.

SECTION 27. DISCRIMINATION PROHIBITED; WAIVER

27.1 Licensee in the execution, performance, or attempted performance of this Agreement, shall not discriminate against any person or persons because of sex, race, religion, color, or national origin. Licensee must be an equal opportunity employer and have an affirmative action plan. Rights to Require Performance: The failure of one of the parties at any time to require performance by the other party of any provisions hereof shall in no way affect the rights of such party thereafter to enforce the same. Nor shall waiver by a party of any breach of any provisions hereof be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of any provisions itself.

SECTION 28. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

28.1 Licensee certifies that it will not discriminate based on race, color, national origin, or sex in the performance of this contract. The requirements of 49 CFR Part 26 and U.S. DOT-approved Disadvantaged Business Enterprise (DBE) program are incorporated in this contract by reference.

SECTION 29. DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

29.1 The Licensee certifies that neither the Licensee, its third-party subcontractors, 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.

SECTION 30. CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

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

SECTION 31. CONTRACTORS AND SUB-CONTRACTORS

31.1 The City recognizes that the Licensee may need to use the services of contractors and sub-contractors to fulfill its obligations under this License.

31.2 Licensee agree to keep the City informed of the identify of all contractors and sub-contractors utilized in the performance of the services provided under this Ordinance.

31.3 Licensee assume full responsibility for management and control of contractors and sub-contractors.

SECTION 32. HEALTH AND SANITATION

32.1 Licensee shall establish and enforce in its operations and among its employees such regulations in regard to cleanliness and collection of solid waste and landscape (brush) waste as will tend to prevent the inception and spread of diseases and to effectively prevent the creation of a nuisance on any property either public or private. Licensee shall maintain at its sole expense copies of all permits and licenses required for its collection of solid waste and landscape (brush) services.

ARTICLE VI. INSURANCE AND INDEMNIFICATION

SECTION 33. INSURANCE

33.1 Licensee agrees to provide the following minimum insurance requirements for the protection of the CITY and its residents:

Worker's Compensation Insurance
Amount: Statutory
Comprehensive General Liability Insurance
Amount: $500,000 Each Occurrence; $1,000,000 General Aggregate
Comprehensive Automobile Liability Insurance (applicable to
owned, non-owned and hired vehicles)
Amount: $500,000 Combined Single Limit
Environmental Liability Insurance
Amount: $1,000,000 Each Occurrence; $2,000,000 General Aggregate

33.2 The premiums to be expended for all of the above enumerated policies of insurance shall be paid by the Contractor. The policies of insurance, certificates of insurance and the insurance company(s) issuing such certificates or policies of insurance must be acceptable to the City.

33.3 All policies or certificates of insurance must be issued indicating that such policies or certificates are applicable to work being performed under a specific contract or to all work performed by the Contractor for the City of Brownsville.

33.4 The insurance coverage specified above constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability or responsibility of the Contractor under the terms of this Agreement. Contractor shall procure and maintain, at its own cost and expense, any additional kinds and amounts of insurance that, in its own judgment, may be necessary for proper protection in the prosecution of its work.

33.5 Licensee agrees to maintain on file with the City's Purchasing Department a current set insurance certificates reflecting liability coverage for the City of Brownsville from any third-party claims and lawsuits arising out of the waste management operations authorized under this franchise ordinance.

33.6 To the extent allowed by law, Licensee may assert as defenses to any third-party claims any defense that would otherwise be available to the City of Brownsville as a home-rule municipality were these services specified herein carried out directly by the City.

33.7 A minimum of thirty (30) days written notification must be given by an insurer of any alteration, material change or cancellation affecting any certificates or policies of insurance as required under the contract. The City of Brownsville is to be named as an additional insured. Such required notification must be sent via registered or certified mail to the address indicated above.

SECTION 34. HOLD HARMLESS AND INDEMNIFICATION FOR THE CITY

34.1 EXCEPT TO THE EXTENT CAUSED BY ANOTHER PARTY'S NEGLIGENCE OR WILLFUL MISCONDUCT OR TENDER OR INCLUSION OF UNACCEPTABLE WASTE, LICENSEE HEREBY ASSUMES RISK OF LOSS AND/OR INJURY TO PROPERTY AND/OR PERSONS ARISING DIRECTLY FROM THE PERFORMANCE OF ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT; AND FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DEMANDS, SUITS, JUDGMENTS, COSTS OR EXPENSES, INCLUDING BUT NOT LIMITED TO, EXPENSES OF LITIGATION AND REASONABLE ATTORNEY'S FEES, ARISING FROM ANY SUCH CLAIMS, LOSSES OR INJURIES TO THE EXTENT ARISING FROM LICENSEE'S NEGLIGENCE OR WILLFUL MISCONDUCT.

34.2 WITHOUT LIMITING THE FOREGOING, LICENSEE FURTHER AGREES THAT THE INDEMNITY PROVIDED FOR HEREIN SHALL EXTEND TO AND INCLUDE ALL CLAIMS AGAINST THE CITY ARISING OUT OF OR

PREDICATED UPON THE ENVIRONMENTAL LAWS AS DEFINED HEREIN EXCEPT FOR THE TENDER OR INCLUSION OF UNACCEPTABLE WASTE.

34.3 LICENSEE LIKEWISE AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DEMANDS, SUITS, JUDGMENTS, COSTS OR EXPENSES, INCLUDING, BUT NOT LIMITED TO, EXPENSES OF LITIGATION AND REASONABLEATTORNEY'S FEES, TO THE EXTENT ARISING OUT OF OR RELATING TO ANY CONTRACT OR AGREEMENT BY AND BETWEEN LICENSEE AND ITS SUBCONTRACTORS FOR THE COLLECTION OF SOLID WASTE AND LANDSCAPE WASTE SERVICES.

34.4 NOTWITHSTANDING THE FOREGOING, LICENSEE SHALL NOT BE RESPONSIBLE FOR NORMAL WEAR AND TEAR TO DRIVING SURFACES CAUSED BY THE WEIGHT OF ITS VEHICLES.

ARTICLE VII. PERFORMANCE AUDITS

SECTION 35. RIGHT OF INSPECTION

35.1 The City hereby reserves the right to inspect and evaluate Licensee's operations relating to its performance hereunder either on a continuing or random inspection basis.

SECTION 36. PERFORMANCE DEFICIENCIES; DEFAULTS

36.1 Notice to Cure. Each Party shall be entitled to written notice of any default and shall have thirty (30) days from receipt of such notice to cure such default, prior to the exercise of any remedy provided herein. The Parties each agree to reasonably cooperate with the other Party in any and all attempts by the defaulting Party, as applicable, to cure any default within the default cure period.

36.2 Performance Deficiencies. In the event Licensee fails, during the primary term hereof or any extensions hereto, to perform its duties and discharge its obligations in accordance with the terms, provisions, and conditions hereof, after a period to cure has passed, the City shall be entitled, at its sole option, either to declare Licensee to be in noncompliance with the terms of the Agreement (hereafter “Non-Compliance”) or declare Licensee to be in default.

36.3 Immediate Termination. Notwithstanding any provisions relating to declarations of default, notice, opportunity to cure and termination, in the event the City declares Licensee to be in default hereunder, determines that such default is of a nature and magnitude so as to defeat or frustrate the essential purposes hereof, and further determines that such default

may or will result in substantial injury to the public health, safety or welfare, the parties agree as follows:

a. The City shall be entitled to declare immediately that this Agreement and Licensee's right to proceed hereunder are terminated; and,

b. The City shall be entitled to its rights under the Performance Bond specified above.

36.4 Non-Compliance. In the event the City finds Licensee in noncompliance with the terms of this Agreement, written notification to Licensee specifying the violation is required as follows:

a. The letter should provide Licensee reasonable time not to exceed (30) thirty days to cure violation; notwithstanding a situation that poses a threat to health and safety of human life.

b. Licensee must reply, in writing, as to resolution of violation. In the event of material breach of any term of this agreement, the City Commission shall by resolution adopted at a City Commission meeting give Licensee formal notice of the material breach of the agreement, and licensee's failure to cure such stated cause within (30) thirty days upon receipt of said notice.

c. A copy of the resolution shall be promptly delivered to Licensee via certified mail at the address provided herein. Licensee shall have no more than (30) calendar days from the date of delivery of the resolution to correct or relieve the material breach of the agreement and notify the City Manager, in writing of the action for remediation taken by licensee to correct or relieve the material breach of the agreement.

d. Should the City Commission at its reasonable discretion determine that Licensee failed to correct or relieve the material breach of the agreement, the City Commission, by resolution may terminate this agreement.

e. Such termination shall be effective at the reasonable discretion of the City Commission the best interest of the community and to protect the health and safety of the residents.

ARTICLE VIII. DISPUTE RESOLUTION

SECTION 37. CUSTOMER AND CONSUMER COMPLAINTS

37.1 The Licensee will be responsible for handling all calls and complaints, whether from electronic mail or Licensee's Application, from customers. The customer complaint procedure shall be reviewed and approved by the City.

37.2 Access to this procedure shall be posted on the City's and the Licensee's website and made available to the consumers.

37.3 At a minimum, the Customer complaint procedure shall provide that all customer complaints will be addressed within twenty-four (24) hours of receipt of such complaint and shall be resolved within forty-eight (48) hours.

37.4 The Licensee shall be responsible for maintaining a log of complaints. The complaint log shall include copies of all complaints indicating the date and hour of the complaint, the nature of the complaint, and the manner and timing of its resolution. If a particular complaint is repetitive (occurs three times within a 30-day period), then the Licensee shall meet with the City within five business days on how to properly resolve said complaint.

SECTION 38. DISPUTE RESOLUTION BETWEEN THE PARTIES

38.1 In the event of any disputes or disagreements between the City and Licensee pertaining to compliance with performance, pay, or other compensation issues arising out of this license agreement, the parties agree to utilize the following dispute resolution steps:

a. Information discussion and identification of issues in dispute;

b. Mediation using a 3rd party neutral;

c. Commercial Arbitration.

ARTICLE IX. MISCELLANEOUS PROVISIONS

SECTION 39. CHOICE OF LAW; VENUE

39.1 The parties agree that this agreement shall be governed by the law of the State of Texas; the parties further agree that venue for all actions arising out of this Agreement shall be in Brownsville, Cameron County, Texas.

SECTION 40. BANKRUPTCY; INSOLVENCY

40.1 Licensee agrees to place the City on notice if Licensee is considering the necessity of pursuing economic relief in a U.S. Bankruptcy Court in any jurisdiction located within the United States. The parties agreed that if Licensee is adjudged bankrupted (voluntary or involuntarily), then this agreement shall terminate effective on the day any bankruptcy petition is filed.

SECTION 41. SEVERABILITY

41.1 If any provision of this Agreement shall be declared illegal, void, or unenforceable; the other provisions shall not be affected and shall remain in full force and effect.

SECTION 42. FORCE MAJEURE

42.1 Neither Licensee nor the City shall be liable for the failure to perform its duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, strike, act of God, inclement weather, pandemic or epidemic, or other similar or different contingency beyond the reasonable control of Licensee.

SECTION 43. EFFECTIVE DATE

43.1 The Effective Date of this Agreement shall be October 1, 2025.

Signature Page Follows

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective governing bodies, executes this Agreement for services.

Jon Deicla

Jon Deicla, General Manager,
BFI Waste Service of Texas, LP,
DBA Republic Services of Rio Grande Valley

Helen Ramirez

Helen Ramirez, City Manager
City of Brownsville, Texas

ATTESTED BY:

Mayra Rios

Mayra Rios, TRMC
City Secretary

APPROVED AS TO FORM AND LEGALITY

Guillermo (Will) S. Trevino

Guillermo (Will) S. Trevino
City Attorney

EXHIBIT "A-1" RESIDENTIAL SERVICES RATE SCHEDULE*

Pricing (Before Franchise & Billing Fees)

Service Description	Rate
Residential Service (once/week) + Brush (once/month)	$20.30 / month
Extra Cart	$6.81 / month
Back Door Service (includes brush)	$28.07 / month
Unusual Accumulation of Landscape Brush (per haul)	$446.73

*Note: Franchise (6%) and Billing (3%) fees apply separately to the base monthly service fees.

Special Waste Charges: Republic will not cover costs for special/unusual waste. Charges will be billed to the waste generator, not the City.

EXHIBIT "A-2" COMMERCIAL SERVICES RATE SCHEDULE

Dumpster Pricing (Excludes Franchise & Billing Fees)

Bin Size	1x/Week	2x/Week	3x/Week	4x/Week	5x/Week	6x/Week
2 Yard	$40.86	$81.73	$122.59	$163.45	$204.32	$245.18
3 Yard	$61.99	$123.99	$185.98	$247.97	$309.97	$371.96
4 Yard	$81.70	$163.39	$245.09	$326.79	$408.49	$490.18
6 Yard	$114.46	$228.92	$343.38	$457.84	$572.30	$686.76
8 Yard	$137.96	$275.91	$413.87	$551.83	$689.78	$827.74

Franchise Fee: 11%
Brownsville Public Utility Board Billing Fee: 3%

Extra Charges (One-Time or Add-On Services) (Excludes Franchise & Billing Fees)

Service Description	Charge
Apartment Unit (per month)	$13.49
Hand Load Commercial (2x/week)	$21.11
Extra 2-Yard Service	$34.54
Extra 3-Yard Service	$38.91
Extra 4-Yard Service	$47.58
Extra 6-Yard Service	$64.92
Extra 8-Yard Service	$73.66
Roll-Off Container Monthly Rental	$220.20
Roll-Off Pull Charge	$301.27

Service Description	Charge
Compactor Pull Charge	$301.27
Landfill Disposal (per ton)	$34.84, as may be updated by the City's Master Fee Schedule and CPI if applicable
Extra Yardage Fee for commercial containers	*$41.60 per yard*

Value-Added (No-Cost) Services

- **15 commercial cardboard recycling containers** (4, 6, or 8-yard) for use at **City-owned facilities**, provided at **no cost to the City**.

Special Waste Charges: Republic will not cover costs for special/unusual waste. Charges will be billed to the waste generator, not the City.

EXHIBIT "B" VEHICLE INVENTORY FOR SOLID WASTE COLLECTION AND DISPOSAL SERVICES

[See attached list]

CERTIFICATE *of* SIGNATURE

REF. NUMBER
AMX52-B643A-CRKZB-CNETT

DOCUMENT COMPLETED BY ALL PARTIES ON
20 AUG 2025 21:45:48 UTC

SIGNER	TIMESTAMP	SIGNATURE
GUILLERMO TREVINO EMAIL WILL.TREVINO@BROWNSVILLETX.GOV	SENT 20 AUG 2025 19:04:05 UTC VIEWED 20 AUG 2025 19:04:13 UTC SIGNED 20 AUG 2025 19:04:30 UTC	 IP ADDRESS 216.194.176.172 LOCATION BROWNSVILLE, UNITED STATES
RECIPIENT VERIFICATION	EMAIL VERIFIED 20 AUG 2025 19:04:13 UTC	
JON DEICLA EMAIL JDEICLA@REPUBLICSERVICES.COM	SENT 20 AUG 2025 19:04:05 UTC VIEWED 20 AUG 2025 19:26:58 UTC SIGNED 20 AUG 2025 20:01:40 UTC	 IP ADDRESS 163.116.147.141 LOCATION DENVER, UNITED STATES
RECIPIENT VERIFICATION	EMAIL VERIFIED 20 AUG 2025 19:26:58 UTC	

CERTIFICATE *of* SIGNATURE

REF. NUMBER
AMX52-B643A-CRKZB-CNETT

DOCUMENT COMPLETED BY ALL PARTIES ON
20 AUG 2025 21:45:48 UTC

SIGNER	TIMESTAMP	SIGNATURE
HELEN RAMIREZ EMAIL HELEN.RAMIREZ@BROWNSVILLETX.GOV	SENT 20 AUG 2025 19:04:05 UTC VIEWED 20 AUG 2025 21:11:09 UTC SIGNED 20 AUG 2025 21:39:04 UTC	 IP ADDRESS 216.194.176.171 LOCATION BROWNSVILLE, UNITED STATES
RECIPIENT VERIFICATION	EMAIL VERIFIED 20 AUG 2025 21:11:09 UTC	
MAYRA RIOS EMAIL MAYRA.RIOS@BROWNSVILLETX.GOV	SENT 20 AUG 2025 19:04:05 UTC VIEWED 20 AUG 2025 21:44:45 UTC SIGNED 20 AUG 2025 21:45:48 UTC	 IP ADDRESS 174.197.0.61 LOCATION AUSTIN, UNITED STATES
RECIPIENT VERIFICATION	EMAIL VERIFIED 20 AUG 2025 21:44:45 UTC	

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Jorge Cardenas, Chief Information Officer
Date:	Tuesday, September 22, 2026
Agenda #:	Consideration and **ACTION** to approve a three-year purchase of VMware Cloud Foundation and VMware vDefend licensing and support from SHI Government Solutions, Inc., through Texas Department of Information Resources Contract DIR-CPO-5241, in a total amount not to exceed $263,502.72, payable in three annual installments of $87,834.24. (Information Technology Department)

Summary:
The Information Technology Department requests authorization to renew and continue the City's VMware enterprise virtualization and security platform for the period of September 26, 2026 through September 25, 2029. The proposed purchase covers VMware Cloud Foundation and VMware vDefend for 216 licensed cores. These technologies support the virtual infrastructure used to operate City systems and provide security controls for workloads hosted in the City's data center environment.

The three-year arrangement establishes an annual payment of $87,834.24 and a total contractual commitment of $263,502.72. Approval will allow the City to maintain continuity of operations, security protections, vendor support, and software entitlement while avoiding interruption or reinstatement charges.

Project Scope and Analysis:

Component	Coverage / Quantity	Purpose
VMware Cloud Foundation	216 cores; annual coverage for three years	Provides the integrated virtualization platform used to run and manage City server workloads, compute, storage, and supporting infrastructure.
VMware vDefend	216 cores; annual coverage for three years	Provides workload-focused security and network protection capabilities within the virtual environment.

Licensing and Support Term	September 26, 2026 - September 25, 2029	Maintains active licensing, software rights, updates, and vendor support over the approved term.

Operational and Strategic Benefit

The City's virtual infrastructure is a foundational layer for departmental applications and digital services. Maintaining this platform helps IT consolidate systems, use computing resources efficiently, recover services more quickly, and manage workloads through a standardized architecture. VMware vDefend adds security capabilities designed to reduce exposure inside the virtual environment and strengthen the City's defense-in-depth approach.

The purchase supports service reliability, cybersecurity, operational continuity, and the City's broader technology modernization program. It also avoids the disruption, emergency procurement pressure, and potential added cost that can occur when core infrastructure licensing expires.

What Happens If We Do NOT Approve This Purchase

Risk	Potential Impact
Loss of active support and entitlement	The City may lose timely access to vendor support, updates, and software rights needed to maintain the environment.
Cybersecurity exposure	Delayed security updates or reduced workload protection may increase operational and cyber risk.
Service disruption	Core systems hosted on the platform could face increased instability, recovery delays, or unplanned downtime.
Added cost	Broadcom's stated policy imposes a 25% reinstatement fee on late orders, plus an additional 10% for each subsequent week late.
Emergency procurement pressure	A lapse could force the City to address a critical infrastructure need under compressed timelines and less favorable commercial conditions.

Funding:

Source: 702-241-776

Amount: $87,834.24

Local Contribution if Applicable:

Recommendation:

The Information Technology Department recommends approval of the three-year purchase of VMware Cloud Foundation and VMware vDefend from SHI Government Solutions, Inc., through DIR-CPO-5241, in a total amount not to exceed $263,502.72, payable in three annual

installments of $87,834.24, as budgeted and subject to annual appropriation and receipt of a current valid quote; and authorization for the City Manager to execute the necessary contract documents, subject to final review and approval by the City Attorney's Office.

Commission Pillar:
Public Safety

Attachments:
1. SHI Quote-27899953
2. SHI quote 27899953 Terms

Pricing Proposal
Quotation #: 27899953
Created On: 8/25/2026
Valid Until: 8/25/2026

TX-City of Brownsville

Jorge Cardenas
1150 E. Adams St.
1st Floor
MIS Dept.
Brownsville, Texas 78520
United States
Phone: (956) 548-6031
Email: Jorge.cardenas@brownsvilletx.gov

Sr. Client Solutions Manager

Gabriella Jimenez
290 Davidson Ave
Somerset, NJ,08873
Phone: 732-652-0247
Email: gabriella_jimenez@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	VMware Cloud Foundation (Please contact Carahsoft prior to ordering for assistance determining required core count) Annual VMware - Part#: VCF-CLD-FND-A Contract Name: COTS/Related Services Contract #: DIR-CPO-5241 Coverage Term: 9/26/2026 - 9/25/2027	216	$246.33	$53,207.28
2	VMware vDefend (Please contact Carahsoft prior to ordering for assistance determining required core count) Annual VMware - Part#: ANS-VDEFEND Contract Name: COTS/Related Services Contract #: DIR-CPO-5241 Coverage Term: 9/26/2026 - 9/25/2027	216	$160.31	$34,626.96
3	VMware Cloud Foundation (Please contact Carahsoft prior to ordering for assistance determining required core count) Annual VMware - Part#: VCF-CLD-FND-A Contract Name: COTS/Related Services Contract #: DIR-CPO-5241 Coverage Term: 9/26/2027 - 9/25/2028	216	$246.33	$53,207.28
4	VMware vDefend (Please contact Carahsoft prior to ordering for assistance determining required core count) Annual VMware - Part#: ANS-VDEFEND Contract Name: COTS/Related Services Contract #: DIR-CPO-5241 Coverage Term: 9/26/2027 - 9/25/2028	216	$160.31	$34,626.96

5	VMware Cloud Foundation (Please contact Carahsoft prior to ordering for assistance determining required core count) Annual VMware - Part#: VCF-CLD-FND-A Contract Name: COTS/Related Services Contract #: DIR-CPO-5241 Coverage Term: 9/26/2028 - 9/25/2029	216	$246.33	$53,207.28
6	VMware vDefend (Please contact Carahsoft prior to ordering for assistance determining required core count) Annual VMware - Part#: ANS-VDEFEND Contract Name: COTS/Related Services Contract #: DIR-CPO-5241 Coverage Term: 9/26/2028 - 9/25/2029	216	$160.31	$34,626.96
			Total	$263,502.72

Additional Comments

Additional Terms for SHI Quote 27899953 (attached).
By purchasing year 1, customer commits to the following schedule:
Year 1 payment: $87,834.24
Year 2 payment: $87,834.24
Year 3 Payment: $87,834.24
Please Note, Broadcom product lines have the following reinstatement fee policy:

o Effective immediately, late orders will be charged a 25% reinstatement fee.
o Every additional week late will result in an incremental 10% fee added

Please note, Broadcom's End User Agreement includes detailed termination requirements and is applicable to all Broadcom offerings and product families upon purchase.

(https://www.broadcom.com/company/legal/licensing)

Please send your Purchase Orders to SouthTexasGOV@SHI.com .

Keep in mind, VMWare recently changed their approval process for reinstatement fees. A completed waiver form and valid business case are required in order to be considered for approval. Please make sure to send over all POs prior to you expiration date to avoid the reinstatement fee.

Please note the following:

1) VMware EULA https://docs.broadcom.com/docs/end-user-agreement-english
2) VMware Does Not offer a standard return policy
3) Service offerings are non-refundable. For these products, orders are non-cancellable and non-returnable from point of order.
4) PSO Credits are only active for 1 Year

Please note, Broadcom's End User Agreement includes detailed termination requirements and is applicable to all Broadcom offerings and product families upon purchase.

(https://www.broadcom.com/company/legal/licensing)

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3695478; DUNS# 14-724-3096

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

SHI quote 27899953 Terms

Please be aware of all terms listed in quote. By referencing the Carahsoft Quote No. on your order, Partner confirms that the End User has received and agreed to all the terms

and conditions herein.

This order is governed by the General Terms set out at www.broadcom.com/company/legal/licensing.

All amounts are exclusive of taxes which will be payable in addition to the fees listed.

Broadcom requires the address on the PO to match the address on the End User's existing Site ID. If End User requires address change, may result in system access issues for

End User licenses.

If multi-year quote, all payment amounts are defined within the schedule above.

PAYMENT

Failure to timely remit payment of all amounts set forth in the Payment Schedule after written notice by Broadcom and a reasonable opportunity to remit such payment by

Partner, to the maximum extent permitted by applicable law, shall relieve Broadcom of any and all support obligations hereunder and Partner rights to resell licensed usage

rights to the End User may be suspended until payment is tendered at which time use rights shall recommence. Broadcom reserves the right to impose late fees as may be

permitted by law on any past due amounts.

MULTI-YEAR PRICING REQUIREMENT (Applicable Only to Multi-Year Quotes)

The Out Year pricing in the POP dates listed above are only valid upon receipt of a Purchase Order that includes those line items. Annual payment terms apply. If all line items,

including those with future period of performance dates, are not listed on the Partner and End User Purchase Order, all pricing is subject to change. Each order must meet

Broadcom's minimum threshold requirements.

PARTNER AFFIRMATION

Partner affirms:

i. it (or its reseller) has a written agreement with the End User for the sale of the Broadcom or Offering(s) identified herein; such that the End User is contractually bound and

agrees in writing that End User's use of the Broadcom Offering(s) shall be subject to the End User Terms (defined below);

ii. the End User has agreed to pay the Partner (or it's reseller) an agreed upon fee for the Broadcom Offering(s);

iii. Partner shall ensure information relating to license type, Authorized Use Limitations and other Broadcom Offering related information set forth herein is provided to the

End User (or to Partner's reseller who is required to provide same to the End User); and

iv. in furtherance of your contractual and legal obligation to strictly comply with U.S. law relating to export, re-export, and transfer, and to the extent required by law, you

understand that Broadcom will not accept and Partner agrees not to submit orders from (a) partners, resellers or customers who are military end users of China, Russia,

Venezuela, Burma, Cambodia, Belarus, or Nicaragua for products with ECCN starting with 5D992, or (b) Broadcom, the Partners, reseller or End User reasonably knows the

Broadcom Offerings are intended or likely to be transferred or resold to such end users. Partner represents and warrants that: (a) Partner and any partners, resellers, or

customers, are not, and are not acting on behalf of: (1) any person who is a citizen, national, or resident of, or who is controlled by the government of any country to which

the United States has prohibited export transactions; or (2) any person or entity listed on the U.S. Treasury Department list of Specially Designated Nationals and Blocked

Persons, or the U.S. Commerce Department Denied Persons List or Entity List, or any similar applicable designated persons list; and

v. Broadcom is authorized to use the Partner trademarks, service marks, logos, certifications, designations, and insignias in connection with press and earnings releases. In

addition, Broadcom is authorized to use a specific designation (such as preferred business partner, etc.) it may have in describing its relationship to Partner.

ORDER AND PAYMENT

Partner confirms that it understands that use of the Broadcom Offering(s) is restricted to the Authorized Use Limitation and terms stated above and any use beyond shall

require a further order and payment by Partner to Broadcom of additional fees.

ORDERING TERMS AND CONDITIONS AND END USER TERMS

The Broadcom Offerings, (and any hardware components if included within this Order), will be delivered either in tangible media FCA SD (FCA Shipping Dock), as defined in

INCOTERMS 2020, from the Broadcom shipping point stated in this Order or by electronic delivery (ESD). Partner agrees to be responsible for all customs, duties, and import

clearances. Partner agree to pay any sales, use, value added, consumption, ISS, PIS, COFINS and any similar taxes in addition to the fees when such payments are due. Partner

(a) may only withhold tax as required by law, subject to the application of any reduced rate allowed in an income tax treaty or otherwise, (b) shall request all documentation

required for the reduction of withholding tax, and (c) shall provide proof of payment of the withholding tax for credit relative to the applicable invoice(s).

The use of these offerings are governed by these ordering terms and conditions as well as: (a) either (i) the Broadcom terms and conditions published at

https://broadcom.com/licensing, or (ii) the fully executed agreement by and between and the End User and an applicable Broadcom entity governing the CA, Symantec, or

VMware branded offerings ordered in this Order referenced above as End User Master (provided that any terms that purport to protect any future pricing between the parties

and any purported rights to host Broadcom Offerings on the behalf of an unrelated third party shall be deemed null and void for purposes of this Order), (b) the Specific

Program Documentation (the "SPD") and/or SaaS Listing applicable to the Broadcom Software and SaaS located at https://legaldocs.broadcom.com, (c) the applicable

maintenance/support policies and/or guidelines located at https://docs.broadcom.com/docs/broadcom-maintenance-policy-handbook/ (or successor URL), and (d) the

additional terms hereon (collectively, the "End User Terms"), which You Partner agrees to ensure such terms are presented to and agreed by the End User along with the

additional flow down terms noted below before or at the time of closing the End User transaction. Any terms that may appear on Partner's purchase order that vary from or purport to add to the End User Terms (including, without limitation, pre-printed terms) are deemed not appended, inapplicable, and void.

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Stephen Muse, Accountant III
Date:	Tuesday, September 22, 2026
Agenda #:	Consideration and **ACTION** to approve the first renewal of Contract No. 093-24-FIN-RFP with Deep Blue Investment Advisors for Investment Advisory Services for $34,500. (Financial Services Department)

Summary:
The City of Brownsville sought advisors with a strong track record in fixed-income securities to provide various investment services, including executing securities transactions for both operating and bond funds, offering investment advice, providing investment reports, and reviewing the City's Investment Policy and procedures. After evaluating proposals from seven firms, Deep Blue Investment Advisors was identified as offering the best value to the City.

The Finance Department requests approval of the first contract renewal for August 6, 2026, through September 30, 2027. The proposed annual fee is $34,500, equivalent to $2,875 per month. This represents an annual increase of $1,000, or approximately 2.99%, over the original annual fee of $33,500. The renewal identifies the increase as an agreed CPI-U adjustment under Exhibit C, which permits annual adjustments after the initial two-year term, capped at 3%.

This is the first of three optional renewal periods. All other terms and conditions remain unchanged.

Project Scope and Analysis:

Funding:

Source: 01-211-765

Amount: $34,500

Local Contribution if Applicable:

Recommendation:

Staff recommends approval.

Commission Pillar:
Governance

Attachments:
1. 093-24-FIN-RFP - Contract Renewal #1 - Deep Blue Investment Advisors
2. 093-24-FIN-RFP - Contract - Deep Blue Investment Advisors

City of Brownsville
Procurement Department

First Renewal to the Agreement for Investment Advisory Services
Agreement No. 093-24-FIN-RFP

This **FIRST RENEWAL** ("Renewal") to the Agreement for Investment Advisory Services, Agreement No. 093-24-FIN-RFP ("Agreement"), by and between the City of Brownsville ("City"), a Texas municipal corporation, and **Wertz York Capital Management Group LLC dba Deep Blue Investment Advisors** ("Consultant"), is entered into after approval by the Brownsville City Commission and/or City Manager, and as of the date the last party signs this Renewal below (the "Effective Date"). City and Consultant are collectively referred to as the "Parties."

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

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

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

The First renewal of the Agreement will be from **August 6, 2026, through September 30, 2027**.

Contract Term and Renewal

- The initial two-year contract period ended on **August 5, 2026**.
- This First Renewal will be from **August 6, 2026, through September 30, 2027**.
- This Renewal constitutes the first of three (3) optional renewal periods provided under the Agreement.
- The total term of the Agreement, including all exercised renewal periods, shall not extend beyond **September 30, 2029**.

Compensation

Compensation during the renewal period shall be **Thirty-Four Thousand Five Hundred Dollars ($34,500.00)** annually.

In accordance with Exhibit C of the Agreement, the annual fee may be adjusted after the initial two-year period based on the U.S. Department of Labor's Bureau of Labor Statistics Consumer Price Index for Urban Consumers (CPI-U), not to exceed three percent (3%). The annual fee of **$34,500.00** for this First Renewal reflects the CPI-U adjustment agreed upon by the Parties.

These services shall be performed in accordance with the terms and conditions of the Agreement. Either Party may terminate the Agreement in accordance with the termination provisions contained therein.

Except as expressly renewed herein, all terms and conditions of the Agreement between the City and Consultant shall remain in full force and effect.

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

Wertz York Capital Management Group LLC
dba Deep Blue Investment Advisors

By: J. Brent Wertz

Date: 8/31/2026

City of Brownsville, Texas

By:

Date:

APPROVED AS TO FORM

Alyssa J. Castillon
Assistant City Attorney

CITY OF BROWNSVILLE CONTRACT AGREEMENT FOR INVESTMENT ADVISOR SERVICES FOR THE CITY OF BROWNSVILLE
#093-24-FIN-RFP

This Agreement shall commence upon the approval of the City Commission and executed by the City of Brownsville's Mayor or designee. This agreement is between The City of Brownsville, Texas, hereinafter referred to as ("CITY") and Wertz York Capital Management Group LLC dba Deep Blue Investment Advisors hereinafter referred to as ("CONTRACTOR"), collectively referred to as "Parties" and individually as "Party".

1. **Documents**
   a. The following documents (collectively, "Contract Documents") are hereby incorporated into and made part of this Agreement.

      i. Scope of Services, Conditions and Additional Services (Exhibit A)
      ii. Term of Agreement (Exhibit B)
      iii. Compensation, Fees and Commissions (Exhibit C)
      iv. Insurance (Exhibit D)

2. **Scope of Services**
   a. Contractor shall perform the Services under this agreement upon written request orders by CITY. Unless otherwise specified in a project request, Contractor and CITY agree that the scope of work is deemed to include preliminary considerations and prerequisites, and all tasks which are an integral and inseparable part of the work described in the Contract Documents or by separate written request.
   b. Contractor will perform such Services in a diligent and workmanlike manner consistent with industry standards.
   c. By signing this Agreement, Contractor represents that it has thoroughly reviewed the Contract Documents incorporated into this Agreement, including but not limited to "Exhibit A" Scope of services and that it accepts the description of the Work and the conditions under which the Work is to be performed and completed.

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

4. **Term of Agreement.**
   a. The initial contract period shall commence upon approval by the City Commission and when executed by the City of Brownsville's Mayor or designee and shall end or be extended upon the

terms specified in Contract Documents "Exhibit B". The term or any continuation of this Agreement shall be subject to both the appropriation and the availability of funds by CITY.

5. Compensation

a. Contractor agrees that compensation for services shall be as specified in the Contract Documents "Exhibit C". It is acknowledged and agreed by Contractor that compensation, as enumerated in Exhibit C constitutes a limitation upon CITY's obligation to compensate Contractor for Contractor's services pursuant and related to this Agreement but it does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.

b. Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided. Notwithstanding any provision of this Agreement to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the CITY's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by CITY.

6. Insurance

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

b. The CITY shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

c. The Contractor's insurance must be provided by an A.M. Best's "A-"rated or better insurance company authorized to issue insurance policies in the State of Texas, subject to approval by the City of Brownsville Department of Safety and Risk Management. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

7. Termination

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

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

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

c. *Cancellation for Non-appropriated Funds.* CITY reserves the right, in its best interest as determined by the City of Brownsville's City Manager, to cancel this contract for non-appropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of CITY for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

d. *Force Majeure.* CITY and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

    i. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

    ii. The excuse of performance is of no greater scope and of no longer duration than is reasonably necessary when considered in light of the Force Majeure;

    iii. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

    iv. The non-performing party uses its best efforts to remedy its inability to perform.

    v. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of sixty (60) days, provided that in extenuating circumstances, CITY may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

8. Materiality and Waiver of Breach.

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

Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement

9. **Indemnification.**

a. **CONTRACTOR COVENANTS AND AGREES TO FULLY INDEMNIFY, DEFEND AND HOLD HARMLESS, THE CITY AND THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND REPRESENTATIVES OF THE CITY, INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY, DEATH AND PROPERTY DAMAGE, MADE UPON THE CITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO CONTRACTOR'S ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY ACTS OR OMISSIONS OF CONTRACTOR, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONTRACTOR OF CONTRACTOR, AND THEIR RESPECTIVE OFFICERS, AGENTS EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OF THE RIGHTS OR PERFORMANCE OF THE DUTIES UNDER THIS AGREEMENT. THIS INDEMNIFICATION PROVISION IS SPECIFICALLY INTENDED TO OPERATE AND BE EFFECTIVE EXCEPT WHEN IT IS ALLEGED AND PROVEN THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED, IN WHOLE OR IN PART, BY ANY ACT, OMISSION OR NEGLIGENCE OF THE CITY. THIS INDEMNITY PROVISION IS INTENDED TO INCLUDE, WITHOUT LIMITATION, INDEMNITY FOR COSTS, EXPENSES AND LEGAL FEES INCURRED BY THE CITY IN DEFENDING AGAINST SUCH CLAIMS AND CAUSES OF ACTIONS. IN THE EVENT CONTRACTOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

b. **THE PROVISIONS OF THIS INDEMNITY ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. CONTRACTOR SHALL ADVISE THE CITY IN WRITING WITHIN 24 HOURS OF ANY**

CLAIM OR DEMAND AGAINST THE CITY OR CONTRACTOR KNOWN TO CONTRACTOR RELATED TO OR ARISING OUT OF CONTRACTOR'S ACTIVITIES UNDER THIS AGREEMENT, AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT CONTRACTOR'S COST. THE CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING CONTRACTOR OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

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

10. Miscellaneous Provisions.

a. *Successors and Assigns.* All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

b. *Choice of Law.* The laws of the state of Texas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

c. *No Waiver of Governmental Immunity.* NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO WAIVE CITY'S GOVERNMENTAL IMMUNITY FROM LAWSUIT, WHICH IMMUNITY IS EXPRESSLY RETAINED TO THE EXTENT IT IS NOT CLEARLY AND UNAMBIGUOUSLY WAIVED BY STATE LAW.

d. *Assignment.* Contractor shall not assign any of Contractor's rights under this Agreement, or delegate the performance of any of Contractor's duties hereunder, without the prior consent of CITY.

e. *Modification or Amendment.* No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

f. *Venue.* This Agreement and any and all matters arising directly or indirectly herefrom shall be governed by and construed and enforced in accordance with the Laws of the State of Texas, in the Federal and State Courts of Cameron County, Texas having jurisdiction. (b) If at any time there is a dispute between or among the Parties with respect to any matter arising directly or indirectly from this Agreement (an "Agreement Matter"), the Parties agree that, prior to seeking judicial remedy, they will engage in face-to-face negotiations in an attempt to resolve such dispute and shall, upon failing to negotiate a mutually-satisfactory resolution, choose a mutually agreeable neutral third party to mediate such dispute. Mediation shall be non-binding and shall be confidential.

g. *Notices.* Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to Contractor: Deep Blue Investment Advisors	Wertz York Capital Management LLC Group dba 5502 N. Nebraska Ave Tampa, Florida, 33604
If to CITY:	City of Brownsville 1001 E. Elizabeth St. Brownsville, Texas, 78521

"EXHIBIT A"

Services
Per RFP #: 093-24-FIN-RFP, Wertz York Capital Management Group dba Deep Blue Investment Advisors ("Advisor") shall provide the City of Brownsville, TX (the "Contractor") with the following:

A. Investment Advisory Services. These services include, but are not limited to, the following:

1. Annually assist in the development and review of investment policies, procedures, and strategies.
2. Provide initial cash flow analysis.
3. Monitor financial markets to identify opportunities consistent with the City's investment objectives.
4. Construct and manage a diversified investment portfolio.
5. Monitor and adjust the portfolio to align with market conditions and Client's goals.
6. Provide Monthly Reports and Quarterly Performance Reports, which include market or strategy updates.
    - Outside balances (LGIPs, bank accounts, etc.) will be included in the Compliance Section of the Quarterly Performance Report.
7. A detailed investment plan outlining recommended strategies, asset allocation, and expected outcomes.
8. Regular reports on the performance of the Client's portfolio, including analysis and recommendations.
9. Assess Client's financial situation, goals, and risk tolerance.
10. Develop an investment plan tailored to the Client's needs and objectives.
11. Meet with the City's finance team, on-site or via a web-based medium, on a quarterly basis and present to the City's finance staff, as needed. The City's finance staff will provide a monthly listing of current and proposed holdings to assist in the above meetings and presentations. The quarterly meetings will, at a minimum:
    - Discuss the current economic environment.
    - Discuss general strategies to maximize income within the confines of the City's IPS.
    - Review adherence of the investment portfolio to the City of Brownsville's Investment Policy.
    - Report on:
        - Safety of capital o Maintenance of adequate liquidity o Return on investments
        - Adherence to prudence and ethical standards
12. Act as the Client's Independent Registered Municipal Advisor pursuant to Rule 15Ba1-1 (the "Municipal Advisor Rule"). This will allow the Client's office to publicly post that the Advisor is

solely acting in a capacity of providing investment advice to fulfill the requirements of the Independent Registered Municipal Advisor exemption to Rule 15B of the Securities and Exchange Act regarding Registration of Municipal Advisors (the SEC Municipal Advisor Rule).

Pursuant to the SEC, a municipal advisor is a person (who is not a municipal entity or an employee of a municipal entity) that provides advice to or on behalf of a municipal entity or obligated person with respect to municipal financial products or the issuance of municipal securities, or that undertakes a solicitation of a municipal entity or obligated person. As provided by the statute, the following types of people are excluded from the definition of municipal advisor, but only if they engage in the specific activities in this case investment advice set out in Rule 15Ba1-1(d)(2):

- Investment advisors registered under the Investment Advisors Act of 1940 or persons associated with a registered investment adviser.

The Final Rules further provide that, solely for purposes of this exclusion, "investment advice" does not include, among other things, the following types of advice: (a) advice concerning whether or how to issue municipal securities and advice concerning the structure, timing, and terms of issuance of municipal securities and other similar matters; and (b) advice concerning municipal derivatives.

Since the Advisor is excluded from the definition of a municipal advisor as a registered investment adviser, the Advisor does not intend to register with the MRSB. Since the Advisor is not registered with the MRSB, the Advisor WILL NOT provide the following services:

- Advice concerning whether or how to issue municipal securities. Advice concerning the structure, timing, and terms of issuance of municipal securities and other similar matters.
- Advice concerning municipal derivatives. Furthermore, pursuant to SEC Rule 15Ba1-1(d)(3)(vi)(B), the Client will only rely on the advice of its registered municipal advisor, for any bond issuances or activities related to bond issuances.

13. Additional Services
    - Customized Staff Training
        - As requested
        - No Cost
    - Treasury Consulting Services
        - Custody Analysis
            - Research Custody Providers
            - Best Value
        - Banking RFP Services
            - Assess Qualitative and quantitative features
            - Pricing Considerations
    - Bond Proceeds Strategies
        - Ensure Criteria of OS is met
        - Understand the Cash Flows of project for investment strategies
    - Arbitrage Rebate Services
        - No cost, upon scope of project

B. Any additional services outside the Scope of Services

Documentation Provided by Client
To fulfill the obligations under the services detailed in Section 1, the Client must provide the following reports on a monthly basis as of the period end to be sent either via email or uploaded into our portal:

- Any Holdings Report with Book Value (period end)
- Portfolio Transactions Activity (for Period)
- Investment Receivables (at period end)
- Local Government Investment Pool Activity

Registered Advisor; Duty of Care
The Advisor is a registered investment advisor under the Investment Advisers Act of 1940, as amended. The Advisor shall immediately notify the Client if at any time during the term of this agreement it is not registered or if its registration is suspended. The Advisor agrees to perform its duties and responsibilities under this Agreement with reasonable care. The federal securities laws impose liabilities under certain circumstances on persons who act in good faith. Nothing herein shall in any way constitute a waiver or limitation of any rights which the Client may have under any federal securities laws.

Client Responsibilities

- Provide accurate, timely and complete financial information to DBIA's portal.
- Communicate changes in financial situation or goals promptly.
- Review reports and recommendations provided by the Advisor.

Advisor Responsibilities

- Act in the best interest of the Client.
- Provide objective and unbiased advice.
- Maintain confidentiality of Client's information.
- Comply with all applicable laws and regulations.

Advisor's Other Clients
The Client understands that the Advisor performs investment and advisory services for various other clients which may include investment companies, commingled trust funds, and/or individual portfolios. The Client agrees that the Advisor, in the exercise of its professional judgment, may give advice or take action with respect to any of its other clients which may differ from advice given or the timing or nature of action taken with respect to the Client.

Disciplinary Actions
The Advisor shall promptly give notice to the Client if the Advisor shall have been found to have violated any state or federal securities law or regulation in any judgment in any criminal action or civil suit in any state or federal court or in any disciplinary proceeding before the Securities and Exchange Commission ("SEC") or any other agency or department of the United States, any registered securities exchange, the Financial Industry Regulatory Authority, or any regulatory authority of any State based upon the performance of services as an investment advisor.

Books, Records, and Reports
The Advisor shall maintain records of all its activities hereunder. The Advisor shall provide the Client with a quarterly investment performance report and any other supporting documents in a format and manner that is mutually agreed upon by the Advisor and the Client.

Advisor's Disclosure Statement
The Advisor warrants that it has delivered to the Client, at least 48 hours prior to the execution of this Agreement, the Advisor's current Securities and Exchange Commission Form ADV, Part 2B (the Advisor's disclosure statement). The Client acknowledges receipt of such disclosure statement at least 48 hours prior to the execution of this Agreement.

Expenses

A. The Advisor shall furnish at its own expense all necessary administrative services, office space, equipment, clerical personnel, telephone and other communication facilities, investment advisory facilities, and executive and supervisory personnel for its consulting services. The Advisor will also pay for any travel or other related expenses that may be applicable under this Agreement.

B. Except as expressly provided otherwise herein, the Client shall pay all of its own expenses including, without limitation, taxes, commissions, fees, and expenses of the Client's independent auditors and legal counsel.

"EXHIBIT B"

The Term Of The Contract. The Contract Term includes a Base Period and up to three (3) Option Periods.

- The Base Period. The initial two (2) years, twenty-four (24) month period from the effective date of the City-Contractor Agreement.
- Option Periods. There are three (3) bilateral Option Renewal Periods under the Contract, each with duration of one (1) year. Both the City and the Contractor must mutually agree to extend the Contract for additional Option Periods.
- The Total Term Of The Contract. The total duration of the Contract shall not exceed five (5) years and has potential ending date of September 30, 2029.

"EXHIBIT C"

Fee Schedule

Deep Blue Investment Advisors proposed compensation for their services will be a ***flat annual fee of $33,500***, equivalent invoiced monthly, in arrears. Investment Advisory Service will be billed as ***$2,791.67 per month*** in arrears.

The proposed fee will remain flat for two (2) years and then on each anniversary after year two (2) adjusted for CPI increases. After the two years, fee may be adjusted annually using U.S. Department of Labor's Bureau of Labor Statistics Consumer Price Index for Urban Consumers (CPI-U) not to exceed 3%.

In addition, DBIA will waive 2 months of the annual fee during the on-boarding and transition period for the City.

"EXHIBIT D"

INSURANCE

Contractor shall obtain and maintain insurance coverage as agreed in paragraph 7 of the City of Brownsville Contract Agreement and ensure that coverage with the parameters contained herein remains in full force at all times during the contract period as follows:

1. **Workers' Compensation and Employers' Liability Insurance**

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

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

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

2. **Commercial General Liability Insurance**

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

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

3. **Automobile Liability Insurance**

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

   1. Bodily injury

      $250,000 each person,

      $500,000 each occurrence
   2. Property damage

      $100,000 each occurrence

END OF EXHIBIT "D"

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

h. *Entire Understanding.* This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

i. *Unenforceability of Provisions.* If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

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

CITY OF BROWNSVILLE

Signature: _____

Print Name: Rose Gowen

Title: Mayor Pro Tem

Date: 08/06/2024

CONTRACTOR

Signature: Frederick Berretta

Print Name: Frederick Berretta

Title: Managing Director

Date: July 24, 2024

APPROVED AS TO FORM
AND LEGALITY:

07.31.2024

Jennifer M. Avendaño
First Assistant City Attorney

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Gennie Garcia, B Metro Director
Date:	Tuesday, September 22, 2026
Agenda #:	Consideration and **ACTION** to approve TRIPPP Consulting's Change Order #1, which would address the unforeseen success of increased trips for Fiscal Year 2026 with the Uber Rideshare Pilot program on Brownsville Metro's Route 30 in the amount not to exceed $40,000, as budgeted. (Brownsville Metro).

Summary:
Brownsville Metro's pilot program with Uber on Route 30 has had higher-than-expected ridership for FY26. To maintain service through the end of the fiscal year, Brownsville Metro is requesting a $40,000 change order to cover the additional rides, this amount will ensure future costs for the program.

Internal Note: Item will be tabled and will require modification for October City Commission meeting

Project Scope and Analysis:
The requested budget increase will support the trips for the remaining of Fiscal Year 2026 with the Uber Rideshare Pilot Program for Brownsville Metro's Route 30. The existing budget was based on projected ridership based on existing markets. But due to unforeseen success of the pilot program and increase of riders taking advantage of the program it has resulted in expenditures exceeding the original budget assumptions. The requested increase will allow the department to address these costs and continue to provide service to Brownsville Metro's Route 30.

Funding:

Source: PO#2026-0642 exhausted $30,000 by County; $10,000 B-Metro operating costs.

Amount: $40,000

Local Contribution if Applicable:

Recommendation:
Staff recommends approval

Commission Pillar:
Quality of Life & Vibrancy

Attachments:
None

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Stephen Muse, Accountant III
Date:	Tuesday, September 22, 2026
Agenda #:	Consideration and **ACTION** to adopt **Resolution Number 2026-114**, reviewing, amending, and readopting all the provisions listed in the documents titled "City of Brownsville, Texas Amended Investment Policy" and "City of Brownsville, Texas, Amended Investment Strategy Statement". (Financial Services Department)

Summary:

Project Scope and Analysis:

Funding:

Source: Not Applicable

Amount:

Local Contribution if Applicable:

Recommendation:
Staff recommends approval.

Commission Pillar:
Governance

Attachments:
1. 2. Investment Resolution 09-22-26
2. COB Inv Strat Policy MEMO
3. COB Inv Strat Policy

RESOLUTION 2025-114

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS REACCEPTING, REAPPROVING, REVIEWING OR AMENDING AND RE-ADOPTING ALL OF THE PROVISIONS LISTED IN THE DOCUMENTS ENTITLED "CITY OF BROWNSVILLE, TEXAS AMENDED INVESTMENT POLICY" AND "CITY OF BROWNSVILLE, TEXAS AMENDED INVESTMENT STRATEGY STATEMENT" WHICH ARE ATTACHED HERETO AND MADE A PART HEREOF.

WHEREAS documents entitled "City of Brownsville, Texas Amended Investment Policy," and "City of Brownsville, Texas Amended Investment Strategy Statement" dated September 16, 2025, have been reviewed establishing the guidelines to be used by the City for investing the City's idle cash.

NOW, THEREFORE, BE IT RESOLVED THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS:

Section 1. That from and after the effective date of this resolution the attached City of Brownsville, Texas Amended Investment Policy and Amended Investment Strategy Statement are hereby reaccepted, reviewed, reapproved, and readopted.

Section 2. This resolution shall be and become effective immediately upon its adoption by the City Commission.

ADOPTED, approved, and accepted by the City Commission at a regular meeting thereof held on Tuesday, September 16, 2025.

_____
JOHN COWEN
MAYOR

ATTEST:

_____
MAYRA RIOS
CITY SECRETARY

To: Mayor and City Commission

Through: Alan Guard, City Manager

From: Stephen Muse, Finance Director

Date: September 22, 2026

Agenda: Investment Policy Review & Readoption

Summary:

The Texas Government Code, Chapter 2256, of the Public Funds Investment Act, Subchapter A, Authorized Investments for Governmental Entities, Section 2256.005 of Subsection (e) states, "the governing body of an investing entity shall review its investment policy and investment strategies not less than annually. The governing body shall adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies."

We ask that the City Commission readopt by resolving the investment and strategy statement policy.

The following Changes were made to the Investment Policy & Strategy.

- Page 8 Core reserve portfolio language to make portfolio distinction.
- Page 13 added Asst. Finance Director and Treasury Manger, removed Deputy from Deputy City Manager, and removed the two Financial Service Accountants under Authority to Invest section.
- Pages 17-18 Updated current list of brokers authorized to do business with the City.
- Page 23 updated the 365 day/3 year language for the Operating portfolio and inserted core reserve portfolio language to make portfolio distinction.
- Update Active Bank accounts from the Construction and Capital Improvement Funds Accounts Listing. (Pg. 24 b.): Added - 2025A C.O. Fund

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CITY OF BROWNSVILLE, TEXAS

AMENDED INVESTMENT AND
STRATEGY STATEMENT POLICY

READOPTED SEPTEMBER 22, 2026

PREFACE

It is the policy of the City of Brownsville, Texas and its component units, that in regards to the safety and risk of investments, all available funds shall be invested in conformance with state and federal regulations, applicable bond resolution requirements, adopted investment policy, and adopted investment strategy.

Effective cash management is recognized as essential to good fiscal management. Comprehensive cash management and effective strategy development will be pursued to take advantage of interest earnings as practical and material revenue to all City of Brownsville funds. The City of Brownsville's portfolio shall be designed and managed in a manner responsive to the public trust and consistent with this policy.

Investments shall be made with the primary objective of:

- Preservation of capital,
- Safety of city funds,
- Maintenance of sufficient liquidity,
- Maximization of return within acceptable risk constraints, and
- Diversification of investments.

I. PURPOSE

A. Formal Adoption

This Investment Policy is authorized by the City of Brownsville in accordance with Chapter 2256, of the Texas Government Code, the Public Funds Investment Act (PFIA).

B. Scope

This Investment Policy applies to all of the investment activities of the City of Brownsville, Texas and its component units including operating funds, construction and capital improvement funds, and debt service funds. Guided by the statutory requirements of PFIA 2256, this policy establishes guidelines for: (1) who can invest the City of Brownsville funds, (2) how the City of Brownsville funds will be invested, and (3) when and how a periodic review of investments will be made. In addition to this policy, bond funds (as defined by the Internal Revenue Service) shall be managed in accordance with their issuing documentation and all applicable state and federal law.

All investments made with the City of Brownsville funds prior to the adoption of this Investment Policy shall be held or liquidated as determined by the Investment Committee to be in the best interest of the financial well-being of the City of Brownsville. Additionally, the City of Brownsville is not required to liquidate any investment that was authorized at the time of purchase. Investments which become unauthorized may be retained until the investment terms are met as long as due care and prudence are exercised.

C. Review and Amendment

The City Commission shall review this policy annually. Amendments must be approved by the Investment Committee and adopted by the City Commission.

D. Investment Strategy

In conjunction with the annual policy review, the City Commission shall review the separate written investment strategy for each of the City of Brownsville's funds. The investment strategy must describe the investment objectives for each particular fund according to the following priorities:

1) Investment suitability,

2) Preservation and safety of principal,

3) Liquidity,

4) Marketability prior to maturity of each investment,

5) Diversification, and

6) Yield.

II. INVESTMENT OBJECTIVES

A. Safety of Principal

The primary objective of all investment activity is the preservation of capital and the safety of principal in the overall portfolio. Each investment transaction shall seek to ensure first that capital losses are avoided, whether they are from securities defaults or erosion of market value.

B. Maintenance of Adequate Liquidity

The investment portfolio will remain sufficiently liquid to meet the cash flow requirements that might be reasonably anticipated. Liquidity shall be achieved by matching investment maturities with forecasted cash flow requirements, by investing in securities with active secondary markets, and by maintaining appropriate portfolio diversification.

III. INVESTMENT POLICIES

A. Authorized Investments

The Public Funds Investment Act authorizes investments described below as eligible securities for the City of Brownsville. The City of Brownsville's funds governed by this policy may be invested in:

1. **Obligations of Governmental Entities.** Except for the items listed in (f) below, the following are authorized investments for obligations of governmental agencies:

a. Obligations of the United States or its agencies and instrumentalities.

b. Direct obligations of the State of Texas or its agencies and instrumentalities.

c. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States;

d. Obligations of states, agencies, counties, cities, and other political subdivisions of any State having been rated as to investment quality by a nationally recognized investment rating firm and having received a rating of not less than "A" or its equivalent; and

e. Collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States

f. The following *are not authorized investments* for the City of Brownsville:

(1) Obligations whose payments represent the coupon payments on the outstanding principal balance of the underlying mortgage-backed Security collateral and pays no principal (Interest Only CMO);

(2) Obligations whose payments represent the principal stream of cash Flow from the underlying mortgage-backed security collateral and bears no interest (Principal only CMO);

(3) Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and

(4) Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in the Market index (Inverse Floater CMO).

The City of Brownsville expressly prohibits the acceptance for collateralized deposits interest-only and principal-only mortgage backed securities and collateralized mortgage obligations with stated final maturities in excess of ten years or with coupon rates that float inversely to market index movements. Furthermore, should an investment be subsequently downgraded below its required rating, all prudent measures will be taken to liquidate the investment.

2. **Certificates of Deposit.** Certificates of deposit will be secured competitively through State and national banks and savings and loan associations that are:

a. Guaranteed or insured by the Federal Deposit Insurance Corporation or National Credit Union Association or its successors; or

b. Secured by obligations that are described by 1 above, which are intended to include all direct Federal agency or instrumentality issued mortgage backed securities, but excluding those mortgage backed securities of the nature described in 1.f. above, that have a market value of not less than the principal amount of the certificates; or

c. Secured in any other manner and amount provided by law for deposits of the City of Brownsville; or

d. Governed by a Depository Agreement as described in B.4. of this section that complies with Federal and State regulation to properly secure a Pledged security interest.

3 **CDARS Banks of Texas.** CDARS (Certificate of Deposits Account Registry) Banks of Texas are network banks in Texas that offer certificates of obligations (CD) in increments below the standard FDIC insurance maximum ($250,000) so that both principal and interest are eligible for FDIC insurance. Everything is handled through a CDARS Network member to the City's choice. Financial institutions that can offer CDARS are members of a unique network. When the City places a large deposit with A CDARS Network member, that institution uses the CDARS service to place the City's funds into CDs issued by other members of the CDARS Network.

4. **Repurchase Agreements.** Fully collateralized repurchase agreements with a defined termination date that are placed with a primary government securities dealer or financial institution doing business in the State of Texas, and are secured by obligations of the United States or its agencies and instrumentalities which are pledged in the City of Brownsville's name and deposited with a third party selected and approved by the City of Brownsville.

5. **Commercial Paper**. Commercial paper with a stated maturity date of 365 days or less from the date of its issuance and is rated not less than "A-1 or "P-1" or an equivalent rating by at least two nationally recognized credit rating agencies.

6. **Mutual Funds**. Money market mutual funds regulated by the Securities & Exchange Commission with a dollar weighted average portfolio maturity of 90 days or less that fully invest dollar-for-dollar all the City of Brownsville's funds without sales commissions or loads and whose investment objectives include seeking to maintain a stable net asset value of $1 per share. The City of Brownsville may not invest funds under its control in an amount that exceeds 10% of the total assets of any individual money market mutual fund or exceeds 15% of its monthly average fund balance excluding bond proceeds and reserves and other funds held for debt service in money market mutual funds.

7. **Investment Pools**. Eligible investment pools organized and operating in compliance with the Public Funds Investment Act that have been authorized by the City Commission and whose investment philosophy and strategy are consistent with this policy and the City of Brownsville's ongoing investment strategy. The City will monitor investment pool ratings on a regular basis.

8. **Interest Bearing Demand Accounts**. Fully collateralized demand accounts held at the at City's depository.

The City of Brownsville expressly allows money market mutual funds and eligible investment pools, authorized by the City Commission to invest to the full extent permissible within the Public Funds Investment Act.

B. Protection of Principal

The City of Brownsville shall seek to control the risk of loss due to the failure of a security issuer of grantor. Such risk shall be controlled by investing only in the safest types Of securities as defined in the policy; by collateralization as required by law and through portfolio diversification by maturity and type.

The purchase of individual securities shall be executed "delivery versus payment" (DVP) through the City of Brownsville's Safekeeping Agent. By so doing, the City of Brownsville's funds are not released until the City of Brownsville has received, through the Safekeeping Agent, the securities purchased.

1. Diversification by Investment Type

Diversification by investment type shall be maintained by ensuring an active and efficient secondary market in portfolio investments and by controlling the market and opportunity risks associated with specific investment types.

Diversification by investment type shall be established by the following maximum percentages of investment type to the total City of Brownsville's investment portfolio at the time of each investment transaction:

a.	U.S. Treasury Bills/Notes/Bonds	100%
b.	U.S. Government Agencies	75%
c.	Government Sponsored Enterprises (GSEs)	50%
d..	States, Counties, Cities & Other	25%
e.	Certificates of Deposit	75%
f.	CDARS of Texas Banks	75%
g.	Money Market Mutual Funds	75%
h.	Eligible Investment Pools	100%
i.	Repurchase Agreements	75%
j.	Commercial Paper	50%
k.	Interest Bearing Demand Accounts	100%

Bond proceeds may be invested in a single security or investment if the Investment Committee determines that such an investment is necessary to comply with federal arbitrage restrictions or to facilitate arbitrage record keeping and calculation.

2. Diversification by Investment Maturity

In order to minimize risk of loss due to interest rate fluctuations, investment maturities will not exceed the anticipated cash flow requirements of the funds. Maturity guidelines By fund are as follows: (Investment transactions made prior to the adoption of the policy are not subject to these guidelines)

a. Operating Funds

The weighted average days to maturity for the total operating fund portfolio shall be less than 365 days and the maximum allowable maturity shall be three (3) years. Core reserve fund portfolios may have weighted average days to maturity of no more than two (2) years. Certificates of Deposits may have term maturities of up to five (5) years.

b. Construction and Capital Improvement Funds

The investment maturity of construction and capital improvement funds shall generally be limited to the anticipated cash flow requirement or the "temporary period," as defined by federal tax law. During the temporary period bond proceeds may be invested at an unrestricted yield. After the expiration of the temporary period bond proceeds subject to yield restriction shall be invested considering the anticipated cash flow requirements of the funds and market conditions to achieve compliance with the applicable regulations. The maximum maturity for all construction or capital improvement funds shall be five years.

c. Debt Service Funds

Debt Service Funds shall be invested to ensure adequate funding for each consecutive debt service payment. The Investment Officers shall invest in such manner as not to exceed an "unfunded" debt service date with the maturity of any investment. An unfunded debt service date is defined as a coupon or principal payment date that does not have cash or investment securities available to satisfy said payment.

The City of Brownsville's funds that are considered "bond proceeds" for arbitrage purposes will be invested using a more conservative approach that the standard investment strategy when arbitrage rebate rules require rebate excess earnings. All earnings in excess of the allowable arbitrage earnings ("rebate liability") will be segregated and made available for any necessary payments to the U.S. Treasury.

3. Ensuring Liquidity

Liquidity shall be achieved by anticipating cash flow requirements, by investing in security with active secondary markets and by investing in eligible money market mutual funds and local government investment pools.

A security may be liquidated to meet unanticipated cash requirements, to redeploy cash into other investments expected to outperform current holdings, or otherwise to adjust the portfolio.

4. Depository Agreements

Consistent with the requirements of state law, the City of Brownsville requires all bank and savings and loan association deposits to be federally insured or collateralized with eligible securities. Financial institutions servings as the City of Brownsville's depositories will be required to sign a Depository Agreement with the City of Brownsville and the City of Brownsville's safekeeping agent. The safekeeping portion of the agreement shall define the City of Brownsville's rights to the collateral in case of default bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- The agreement must be in writing;
- The agreement has to be executed by the depository and the City of Brownsville contemporaneously with the acquisition of the asset;
- The agreement must be approved by the Board of Directors or the loan committee of the Depository and a copy of the meeting minutes must be delivered to the City of Brownsville; and
- The agreement must be part of the depository's "official record" continuously since its execution.

a. Allowable Collateral

In accordance with state law and the depository contract, all demand deposits and all time deposits will be collateralized by the pledging of investment securities or irrevocable letters of credits. Eligible securities for collateralization of deposits are defined by the Public Funds Collateral Act, as amended and meet the constraints of this policy.

b. Collateral Levels

The market value of the principal portion of collateral pledged for all demand deposits and all time deposits must at all times be 102% or greater than the par value of pledging securities or irrevocable letters of credits. The City Manager, Chief Financial Officer, and/or Director of Finance or his designee must approve the security prior to its pledging. Pledged securities shall always be held by a third party and evidenced by a current safekeeping receipt.

c. Monitoring Collateral Adequacy

The City of Brownsville shall require monthly reports with market values of pledged securities from all financial institutions with which the City of Brownsville has collateralized deposits. The Investment Officers will monitor

Adequacy of collateralization levels to verify market values and total collateral positions.

d. Additional Collateral

If the collateral pledged for a deposit falls below the par value of the deposit, plus accrued interest and less FDIC insurance, the institution holding the deposit will be notified by the Investment Officers and will be required to pledge additional securities no later than the end of the next succeeding business day.

e. Security Substitution

Collateralized deposits often require substitution of securities. Any financial institution requesting substitution must contract the Investment Officers for approval and settlement. The substituted security's value will be calculated and substitution approved if the substitution maintains a pledged value equal to or greater than the required security level. An Investment Officer must provide written notification of the decision to the bank or the safekeeping agent holding the security prior to any security release. Substitution is allowable for all transactions, but should be limited, if possible to minimize potential administrative problems and transfer expense. The Investment Officers may limit substitution and assess appropriate fees if substitution becomes excessive or abusive.

5. Third-Party Custody

The City of Brownsville shall contract with a third-party custody bank or banks for the custody of securities either owned by the City of Brownsville as a part of its investment portfolio or as part of its depository agreements.

a. Custody of Deposit Collateral

A third-party banking institution must hold all collateral securing bank and savings and loan deposits acceptable to and under contract with the City of Brownsville or by the Federal Reserve Bank.

C. Investment Advisors and Investment Providers

Investment Advisors shall adhere to the spirit, philosophy and specific term of this Policy and shall invest within the same "Standard of Care." Investment Providers shall adhere to the spirit and philosophy of this Policy and shall avoid recommending or suggesting transactions outside that "Standard of Care."

The Investment Officers will perform selection of Investment Advisors and Investment Providers. The Investment Officers will establish criteria to evaluate Investment Advisors and Investment Providers including:

a. Adherence to the City of Brownsville policies and strategies.

b. Investment performance and transaction pricing within accepted risk constraints,

c. Responsiveness to the City of Brownsville's request for services, information and open communication.

d. Understanding of the inherent fiduciary responsibility of investing public funds,

e. Similarity in philosophy and strategy with the City of Brownsville's objectives,

f. Investment officers must suggest and monitor broker/dealers certification, and

g. Investment officers must monitor broker/dealers credit ratings.

Selected Investment Advisors and Investment Providers shall provide timely transaction confirmations and monthly activity reports.

Business organizations eligible to transact investment business with the City of Brownsville shall be presented a written copy of this Investment Policy. Additionally, the registered principal of the business organization seeking to transact investment business shall execute a written instrument substantially to the effect that the registered principal has:

1) Received and thoroughly reviewed this Investment Policy; and

2) Acknowledged that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities with the City of Brownsville.

The City of Brownsville shall not enter into an investment transaction with a business organization prior to receiving the written instrument described above.

D. Responsibility and Controls

1. Authority to Invest

The City of Brownsville's City Manager, Chief Financial Officer, Finance Director, Assistant Finance Director, and Treasury Manager are the "Investment Officers" of the City of Brownsville: Acting as a committee, the Investment Officers are authorized to deposit, withdraw, invest, transfer, execute documentation, and otherwise manage the City of Brownsville's funds according to this policy. The Investment Officers may authorize one Investment Officer to deposit, withdraw or transfer funds out of or in to an investment pool or money market mutual fund in order to meet daily operating needs of the City of Brownsville.

The Investment Officers shall be the Investment Committee. The Investment Committee shall review the investment portfolio's status and performance, determine and implement appropriate portfolio adjustment, oversee the City of Brownsville's Investment Advisor, monitor the market price and credit rating of investments, monitor compliance with the Investment Policy and Investment Strategy Statement. The Investment Committee will annually review, revise and adopt a list of qualified brokers that are authorized to engage in investment transactions with the City. and perform other duties as necessary to manage the City of Brownsville's funds.

The Investment Officers shall attend at least one 10 hours of training session within twelve months of assuming these duties that addresses investment controls, security risks, strategy risks, market risks, and compliance with the Public Fund Investment Act. All investment officers of the City shall also attend an investment training session not less than once in a two-year period (training cycle begins on the first day of the fiscal year) and receive not less than eight hours of instruction from an independent source endorsed by the Governmental Treasurers Organization of Texas, Texas Municipal League, Texas State Board of Public Accountancy, or the University of North Texas Center for Public Management.

2. Prudent Investment Management

The designated Investment Officers shall perform their duties in accordance with the adopted Investment Policy and internal procedures. In determining whether an Investment Officer has exercised prudence with respect to an investment decision, the investment of all funds over which the Investment Officer had responsibility, rather that the prudence of a single investment shall be considered. Investment Officers acting in good faith and in accordance with these policies and procedures shall be relieved of personal liability.

Investment activities shall be conducted by qualified personnel and, when applicable, qualified investment advisors with the expertise and resources necessary to manage the City's investments prudently, in compliance with this Policy and the Public Funds Investment Act.

3. Standard of Care

The standard of care used by the City of Brownsville shall be the "Prudent investor Person Rule" and shall be applied in the context of managing the overall portfolio within the applicable legal constraints. The Public Funds Investment Act states:

"Investments shall be made with judgment and care, under circumstances then prevailing, that a person of prudence, discretion and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. Investment of funds shall be governed by the following investment objectives, in order of priority: preservation and safety of principal; liquidity; and yield."

4. Prudent Actions Following a Rating Downgrade.

If an investment no longer meets the minimum credit rating required by this Policy or the Public Funds Investment Act, the Investment Officer shall evaluate the investment's market value, liquidity, remaining maturity, and the potential impact on the overall portfolio to determine whether retaining or liquidating the investment is in the best interest of the City. The Investment Officer shall document the analysis and any actions taken and report the downgrade and resulting actions to the governing body as part of the next regular investment report, or sooner if circumstances warrant consistent with PFIA 2256.005.

5. Standards of Ethics

The designated Investment Officers shall act as custodians of public trust avoiding any transaction, which might involve a conflict of interest, the appearance of a conflict of interest, or any activity, which might otherwise discourage public confidence. Investment Officers shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Additionally, An investment officer of The City of Brownsville who has a personal business relationship with a business organization offering to engage in an investment transaction with the City of Brownsville shall file a statement disclosing personal business interest with the Texas Ethics Commission and The City of Brownsville. An investment officer who is related within the second degree by affinity or consanguinity, as determined under Chapter 573, to an individual seeking to sell an investment to the City of Brownsville shall file a statement disclosing that relationship with the Texas Ethics Commission and The City of Brownsville. All security purchases and sales require a minimum of three competitive offers or bids (excluding transactions with money market mutual funds, local government investment pools and when issued securities, which are deemed to be made at prevailing market rates)

6. Establishment of Internal Controls

The City of Brownsville's Investment Officers will maintain a system of internal controls over the investment activities of the City of Brownsville. These internal controls will ensure that the Investment Officers follow all policy guidelines and include the following internal control activities:

1) Written procedures that outline making investment decisions as well as

transaction initiation, wire transactions, recording transactions, and investment safekeeping.

2) A documented delegation of authority outlining responsibilities and duties within procedures that require approvals and the appropriate approval authorities.

3) Segregation of duties to reduce opportunities for error and fraud.

7. Reporting

Investment performance will be monitored and evaluated by the Investment Officers. The Investment Officers will provide a quarterly comprehensive report signed by all Investment Officers to the City Commission. This investment report shall:

1) Describe in detail the investment position of the City of Brownsville,

2) State the reporting period beginning book and market value additions or changes to the book and market value during the period and ending book and market value for the period of each pooled fund group,

3) State the reporting period beginning book market value and reporting Period ending book and market value for each investment security by asset type and fund type,

4) State the maturity date of each investment security,

5) State the fund for which each investment security was purchased, and

6) State the compliance of the investment portfolio with the City of Brownsville Investment Policy and strategy and the Public Funds Investment Act.

7) Follow the requirements of PFIA 2256.023

The City of Brownsville, in conjunction with its annual financial audit, shall perform a compliance audit of management controls on investments and adherence to the City of Brownsville's Investment Policy and Investment Strategy Statement.

Quarterly reports will be formally reviewed by an independent auditor at least annually and reported to the governing body. The market value of the investment portfolio should be determined at least quarterly and included in the quarterly investment report submitted to the governing body. Market values shall be obtained from independent, reliable pricing sources, such as recognized pricing services, custodians, investment advisors, or established financial market data providers (e.g., Bloomberg, ICE Data Services, or similar independent sources), to monitor the fair market value of investments acquired with public funds.

CITY OF BROWNSVILLE
CURRENT LIST OF INVESTMENT BROKERS
AUTHORIZED TO DO BUSINESS WITH THE
CITY OF BROWNSVILLE AS OF
SEPTEMBER 10, 2026

Bank of America
BNY Mellon Capital Markets
BB&T Capital Mkts
Blaylock Van
BTIG
BNY Capital Markets
Cabrera
Cantor Fitzgerald
Capital Inst Services (CAPIS)
CIBC
Citigroup
D.A. DAVIDSON
Duncan Williams
Fifth Third Securities
FHN Financial
Goldman Sachs
Hilltop Securities
ICAP North America Inc
InspereX
JPMorgan
Middlegate Securities
MISCHLER FINANCIAL (Mizuho Securities)
Morgan Stanley
MUFG Securities Americas Inc.
Oppenheimer & Co.

CITY OF BROWNSVILLE
CURRENT LIST OF INVESTMENT BROKERS
AUTHORIZED TO DO BUSINESS WITH THE
CITY OF BROWNSVILLE AS OF
SEPTEMBER 10, 2026
(continued)

Piper Sandler
Raymond James & Assoc.
RBC Capital Mkts
Samco
Seelaus
Siebert Williams
Signature Securities Corp
Stephens Inc.
Stifel, Nicolaus & Co.
StoneX
Suntrust Robinson Humphrey
Truist
Tigress
UBS
Wells Fargo Securities

CITY OF BROWNSVILLE
CURRENT LIST OF INVESTMENT POOLS AND FINANCIAL INSTIUTIONS AUTHORIZED TO DO BUSINESS WITH THE CITY OF BROWNSVILLE AS OF SEPTEMBER 10, 2026

First Community Bank-Brownsville

Wells Fargo

PNC Bank

Texas Fixed Income Trust

Tex Pool Investment Pool

Lone Star Investment Pool

Local Government Investment Cooperative ("LOGIC")

Texas Class Investment Pool

Texas TERM Local Government Investment Pool

Deep Blue Investment Advisors

CITY OF BROWNSVILLE, TEXAS

AMENDED INVESTMENT STRATEGY STATEMENT

READOPTED SEPTEMBER 22, 2026

PREFACE

It is the policy of the City of Brownsville and its component units, that in regards to the safety and risk of investments, all available funds shall be invested in conformance with state and federal regulations, applicable bond resolution requirements, adopted investment policy, and adopted

In accordance with the Public Funds Investment Act, the City of Brownsville investment strategies shall address the following priorities (in order of importance):

- Understanding the suitability of the investment to the financial requirements of the City of Brownsville and its component units,
- Preservation and safety of principal,
- Liquidity,
- Marketability of the investment prior to maturity,
- Diversification of the investment portfolio, and
- Yield.

Effective investment strategy development coordinates the primary objectives of the City of Brownsville's Investment Policy and cash management procedures to enhance interest earnings and reduce investment risk. Aggressive cash management will increase the available "investment period" and subsequently interest earnings. Maturity selections shall be based on cash flow and market conditions to take advantage of various interest rate cycles. The City of Brownsville's portfolio shall be designed and managed in a manner responsive to the public trust and consistent with the Investment Policy.

Each major fund type has varying cash flow requirements and liquidity needs. Therefore, specific strategies shall be implemented considering the fund's unique requirements. The City of Brownsville's funds shall be analyzed and invested according to the following major fund types:

a. Operating Funds,
b. Construction and Capital Improvement Funds, and
c. Debt Service Funds.

INVESTMENT STRATEGY

In order to minimize the risk of loss due to interest rate fluctuations, investment maturities will not exceed the anticipated cash flow requirements of the funds. Investment guidelines by fund-type are as follows:

a. Operating Funds

The City of Brownsville's accounts included are:

- General Fund
- Street & Drainage Maintenance Fund
- Capital Outlay Fund
- Event Center Fund
- Fleet & Facility Service Fund
- Information Technology Fund
- Library Credit Card
- COB Credit Card
- West Morrison Road PID
- PID Fund
- GBIC Fund
- Convention & Tourism Fund
- CDBG Housing Notes
- Community Development Fund
- Planning Non-CDBG Grants Fund
- Brownsville Comm. Improvement Corp. Fund
- Municipal Housing Finance Corp. Fund
- BPD Federal Forfeiture Fund
- BPD Forfeiture Fund

- Landfill Tipping Fee Increase Fund
- Airport Fund
- Bridge Fund
- Motor Vehicle Parking System Fund
- Public Transit Fund
- Brownsville Golf Center Fund
- Employee Benefit Fund
- Employee Benefit Fund TML
- Sick/Annual Leave Fund
- Workers' Compensation Fund
- Payroll Account Fund
- Accounts Payable Fund
- Sports Park Fund
- American Rescue Plan Fund
- BCIC Revolving Loan Fund
- OPEB Trust Fund
- Opiod Abatement Trust Fund
- Fiber Broadband Fund
- Other Operating Funds

Suitability - Any investment eligible in the Investment Policy is suitable for the Operating Funds.

Safety of Principal - All investments shall be of high quality securities with no perceived default risk. Market price fluctuations will however occur, by managing the weighted average days to maturity for the Operating Fund portfolio to less than 365 days and restricting the maximum allowable maturity to three (3) years, the price volatility of the overall portfolio will be minimized. Core reserve fund portfolios may have weighted average days to maturity of no more than two (2) years.

Marketability- Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash requirement. Historical market "spreads" between the bid and offer prices of a particular security-type of less than a quarter of a percentage point shall define an efficient secondary market.

Liquidity - The Operating Fund requires the greatest short-term liquidity of any of the fund types. Short-term investment pools and money market mutual funds shall provide daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investments.

Diversification - Investment maturities shall be staggered throughout the budget cycle to provide cash flow based on the anticipated operating needs of the City of Brownsville. Diversifying the appropriate maturity structure out through two years will reduce market cycle risk.

Yield - Attaining a competitive market yield for comparable security-types and portfolio restrictions is the desired objective. The yield of an equally weighted rolling three-month Treasury bill portfolio shall be the minimum yield objective.

b. Construction and Capital Improvement Funds

The City of Brownsville's accounts included are:

- Streetscape Project Fund
- Street Improvement Fund
- Capital Projects Fund
- Capital Recovery Fees
- Airport Construction Fund
- Airport Construction II Fund
- Airport Construction III Fund
- Airport PFC Fund
- Infrastructure Maintenance Fund
- 2008 C.O. Fund
- 2012 C.O. Fund
- 2015 C.O. Fund

- 2016 C.O. Fund
- 2017 C.O. Fund
- 2018 Tax Note
- 2019 C.O. Fund
- 2020 C.O. Fund
- 2020A C.O. Fund
- 2021 C.O. Fund
- 2022 C.O. Fund
- 2023 C.O. Fund
- 2024 C.O. Fund
- 2025 C.O. Fund
- 2025A C.O. Fund
- TIRZ Fund
- Other Capital Project or Construction Funds

Suitability - Any investment eligible in the Investment Policy is suitable for Construction and Capital Improvement Funds.

Safety of Principal - All investments shall be of high quality securities with no perceived default risk. Market price fluctuations will however occur, by managing the Construction and Capital Improvement Fund's portfolio to exceed the anticipated expenditure schedule the market risk of the overall portfolio will be minimized.

Marketability - Securities with active and efficient secondary market are necessary in the event of an unanticipated cash requirement. Historical market "spreads" between the bid and offer prices of a particular security-type of less than a quarter of a percentage point shall define an efficient secondary market.

Liquidity - The City of Brownsville's funds used for construction and capital improvement programs have reasonably predictable draw down schedules. Therefore, investment maturities shall generally follow the anticipated cash flow requirements. Investment pools and money market mutual funds shall provide readily available funds generally equal to one month's anticipated cash flow needs, or a competitive yield alternative for short term fixed maturity investments. A singular repurchase agreement may

be utilized if disbursements are allowed in the amount necessary to satisfy any expenditure request. This investment structure is commonly referred to as a flexible repurchase agreement.

Diversification - Market conditions and the arbitrage regulations influence the attractiveness of staggering the maturity of fixed rate investments for bond proceeds and other construction and capital improvement funds. With bond proceeds, if investment rates exceed the applicable arbitrage yield, the City of Brownsville's is best served by locking in most investments. If the arbitrage yield cannot be exceeded, then concurrent market conditions will determine the attractiveness of diversifying maturities or investing in

shorter and larger lumps. At no time shall the anticipated expenditure schedule be exceeded in an attempt to bolster yield with any the City of Brownsville's funds.

Yield - Achieving a positive spread to the applicable arbitrage yield is the desired objective for bond proceeds. Non-bonded proceeds and capital project funds will target a rolling portfolio of three-month treasury bills shall be the minimum yield objective.

C. Debt Service Funds

The City of Brownsville's accounts included are:

- General Non-bonded Debt Service Fund
- Debt Service Bond Fund
- BCIC Debt Service Fund
- BCIC Sales Tax Reserve Fund
- Other Debt Service Funds

Suitability - Any investment eligible in the investment policy is suitable for the Debt Service Fund.

Safety of Principal - All investments shall be of high-quality securities with no perceived default risk. Market price fluctuations will however occur, by managing the Debt Service Fund's portfolio to not exceed the debt service payment schedule the market risk of the overall portfolio will be minimized.

Marketability-Securities with active and efficient secondary markets are not necessary as the event of an unanticipated cash requirement is not probable.

Liquidity - Debt service funds have predictable payment schedules. Therefore, investment maturities shall not exceed the anticipated cash flow requirements. Investment pools and money market mutual funds shall provide a competitive yield alternative for short-term fixed maturity investments. A singular repurchase agreement may be utilized if disbursements are allowed in the amount necessary to satisfy any debt service payment. This investment structure is commonly referred to as a flexible repurchase agreement.

Diversification - Market conditions influence the attractiveness of fully extending maturity to the next "unfounded" payment date. Generally, if investment rates are trending down, the City of Brownsville is best served by locking in most investments. If interest rates are flat or trending up, then concurrent market conditions will determine the attractiveness of extending maturity or investing in

shorter alternatives. At no time shall the debt service schedule be exceeded to bolster yield.

Yield - Attaining a competitive market yield for comparable security-types and portfolio restrictions is the desired objective. The yield of an equally weighted, rolling three-month Treasury bill portfolio shall be the minimum yield objective.

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Joel Garza, Mobility Director
Date:	Tuesday, September 22, 2026
Agenda #:	Consideration and **ACTION** to approve **Resolution Number 2026-128** supporting Cameron County's acquisition of the B&M International Bridge and related facilities and recognizing its importance to regional transportation, international trade, and economic development. (Engineering and Public Works)

Summary:
The proposed Resolution recognizes the longstanding partnership between the City of Brownsville and Cameron County in advancing regional transportation infrastructure, international trade, economic development, and mobility. It further acknowledges the importance of the B&M International Bridge to the Brownsville-Matamoros region and Cameron County's efforts to acquire the bridge to strengthen regional transportation infrastructure, support international commerce, and provide long-term public and economic benefits.

Project Scope and Analysis:

Funding:

Source: N/A

Amount: $0.00

Local Contribution if Applicable:

Recommendation:
Staff recommends approval of the Resolution.

Commission Pillar:
Infrastructure, Governance

Attachments:

1. Resolution 2026-128

RESOLUTION NO. 2026-128

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, EXPRESSING SUPPORT FOR CAMERON COUNTY, TEXAS, IN ITS EFFORTS TO ACQUIRE THE B&M INTERNATIONAL BRIDGE AND RELATED FACILITIES; RECOGNIZING THE IMPORTANCE OF THE BRIDGE TO INTERNATIONAL TRADE, ECONOMIC DEVELOPMENT, MOBILITY, AND THE REGIONAL ECONOMY; AND PROVIDE AN EFFECTIVE DATE.

WHEREAS, Cameron County, Texas has established itself as a transportation leader in Cameron County, the Rio Grande Valley, and the State of Texas, recognizing that a safe, efficient, and interconnected transportation network is fundamental to economic development, international commerce, mobility, and the long-term prosperity of the region; and

WHEREAS, the City of Brownsville and Cameron County have a long and successful history of working together on transformational transportation and infrastructure projects that have strengthened the region's connectivity and economic competitiveness, including the conversion of U.S. Highway 77 into Interstate 69E (I-69E), the East Loop International Trade Corridor, the Second Causeway to South Padre Island, State Highway 4, State Highway 3248, Farm-to-Market Road 802, and West Rail Trail among other significant projects; and

WHEREAS, the City of Brownsville and Cameron County will continue to work collaboratively on the development of a master plan for State Highway 48 to support the significant economic growth and long-term expansion occurring at the Port of Brownsville, including the development of new industrial, manufacturing, logistics, energy, and maritime-related investments that are anticipated to create tens of thousands of permanent jobs and generate substantial economic benefits for the City, County, and region; and

WHEREAS, Cameron County has long been a leader in facilitating and supporting cross-border trade between the United States and Mexico through it’s ownership of three (3) international bridges, recognizing the vital role that the Brownsville-Matamoros region plays in the North American economy and the importance of efficient international bridges, transportation corridors, ports, highways, rail infrastructure, and logistics networks in moving people, goods, and commerce across the border; and

WHEREAS, Cameron County's commitment to cross-border trade has fostered economic relationships between businesses and communities on both sides of the Rio Grande, supported the expansion of international manufacturing and logistics operations, facilitated the movement of agricultural, industrial, and consumer goods, and contributed to job creation and economic opportunity throughout the Rio Grande Valley; and

WHEREAS, the City of Brownsville, Texas (the “City”), is committed to promoting economic development, international trade, transportation infrastructure, and the continued growth and prosperity of the Brownsville community and the South Texas region; and

WHEREAS, the B&M International Bridge is an important component of the transportation infrastructure connecting the City of Brownsville and the Rio Grande Valley with Matamoros, Tamaulipas, Mexico, and serves an important role in facilitating the movement of people and commerce between the United States and Mexico; and

WHEREAS, the continued operation, maintenance, improvement, and long-term strategic management of international border infrastructure are critical to the economic competitiveness of Brownsville, Cameron County, and the broader South Texas region; and

WHEREAS, Cameron County is pursuing the acquisition of the B&M International Bridge in furtherance of the County's interest in strengthening regional transportation infrastructure, supporting international commerce, and ensuring the long-term economic benefit of the bridge to the residents and businesses of Cameron County including the City of Brownsville; and

WHEREAS, the City recognizes that County ownership of the B&M International Bridge has the potential to provide significant long-term public benefits, including increased local and regional control over a critical international transportation asset, opportunities for continued infrastructure investment and modernization, and enhanced coordination among local, regional, state, and federal entities; and

WHEREAS, the City further recognizes that the B&M International Bridge is an important economic asset for the Brownsville area and that its continued success directly and indirectly supports local businesses, jobs, international trade, transportation, tourism, and economic development throughout the region; and

WHEREAS, the City Commission believes that collaboration between the City, Cameron County, the State of Texas, federal agencies, and Mexican counterparts is essential to maximizing the economic and transportation benefits associated with the B&M International Bridge and other international crossings in the Brownsville-Matamoros region; and

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROWNSVILLE, TEXAS:

SECTION 1. The City expresses its consent and strong support for Cameron County's acquisition of the B&M International Bridge and related facilities, recognizing the bridge as a significant transportation, economic development, and international trade asset for Brownsville, Cameron County, and the Rio Grande Valley.

SECTION 2. This Resolution shall take effect immediately from and after its passage in accordance with the provisions of the law.

DULY PASSED and **APPROVED** by the City Commission of the City of Brownsville, Texas on this 22th day of September, 2026.

APPROVED:

_____
John Cowen, Jr., Mayor

ATTEST:

_____
Mayra A. Rios, City Secretary

APPROVED AS TO FORM:

_____
Guillermo (Will) S. Trevino, City Attorney

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Martin Vega, Assistant Director of Land Development Services
Date:	Tuesday, September 22, 2026
Agenda #:	Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 235-2026-019**, to rezone from Residential Estate (RE) to Residential Single-Family (R-1) to allow a single-family residential development for a 1.00-acre tract of land out of Lot 4, Block 307, El Jardin Re-Subdivision, Cameron County, Texas, located at 835 South Indiana Avenue, Brownsville, Texas 78521, as shown in Exhibit "A". (District 1) (Planning & Redevelopment Department)

Summary:
Property owners, Alfredo M. Sobrevilla and Veronica Barrera, propose to change the Zoning Designation for a 1.00-acre tract of land out of Lot 4, Block 307, El Jardin Re-Subdivision, Cameron County, Texas, located at 835 South Indiana Avenue, Brownsville, Texas 78521. The applicant requests to rezone the subject property from Residential Estate (RE) to Residential Single-Family (R-1) to allow single-family development.

The predominant land use in the surrounding area is single-family dwelling. Additional uses, such as undeveloped land, multi-family development, and commercial uses, are also present within proximity of the subject property.

The property is located within the Loop Corridor. The proposed zoning/use is consistent with the Future Land Use Map.

Project Scope and Analysis:
The subject property consists of approximately 1.00 acre and is proposed to be subdivided into four single-family residential lots, each averaging approximately 0.25 acre in size.

The applicants are requesting a zoning reclassification because the property's current Residential Estate (RE) zoning district is intended for single-family residential development on larger lots and requires a minimum lot area of 20,000 square feet. The requested zoning designation would accommodate the proposed subdivision and allow the intended single-family residential uses on the resulting lots.

Because the subject property fronts an arterial roadway, access management requirements will also need to be addressed during the platting process. To minimize the number of individual access points along the arterial, the applicants will be required to provide shared driveways serving the proposed lots. This arrangement would reduce the number of driveway connections and turning points along the roadway to two, thereby improving access management and bringing the development into compliance with applicable City policy.

Staff finds that the proposed zoning designation would be appropriate for the area.

Funding:

Source: Fiscal Dept. Approval Not Required

Amount: N/A

Local Contribution if Applicable: N/A

Recommendation:

There was no written or verbal opposition at the Planning and Zoning Commission meeting on September 3, 2026. The Planning and Zoning Commission approves this rezoning from Residential Estate (RE) to Residential Single-Family (R-1).

Commission Pillar:

Planning & Zoning

Attachments:

1. First Reading Zoning Cases 092226
2. Case 235-2026-019 Binder

Planning and Redevelopment Department
Zoning Division
1034 E. Levee St. 2nd Floor
Brownsville, TX 78520
(956) 548-6150

First Reading Zoning Cases

CITY COMMISSION HEARING DATE: SEPTEMBER 22, 2026

Case Number	*Electoral District*	*Application Type*	*Property Address*	*Applicant/ Representative Name*	*Zoning Change*	*Reason for Request*	*Opposition*
235-2026-013	2	Rezone	2616 Old Port Isabel Road	Ricardo Abraham	To rezone from Residential Transition (R-3) to Light Industrial (LI)	To allow a warehouse/ business operation	No verbal or written opposition
235-2026-019	1	Rezone	835 South Indiana Avenue	Paco Aldape	To rezone from Residential Estate (RE) to Residential Single-Family (R-1)	To allow a single-family residence	No verbal or written opposition
235-2026-020	3	Rezone	7248 North Expressway	Cathy Fuchs	To rezone from Commercial Corridor (CC) to Residential Single-Family (R-1)	To allow a single-family residence	No verbal or written opposition
235-2026-021-PD	3	Planned Development District (PDD)	1903 Grove Lane	Melden & Hunt	To rezone from Residential Single-Family (R-1) with a Planned Development District (PDD)	To allow reduced setbacks, detached accessory structures in the front yard, and unique design standards for proposed residences	No verbal or written opposition
235-2026-022-S	3	Specific Use Permit (SUP)	3231 Pablo Kisel Boulevard	Jesús Arredondo Almanza	To request a Specific Use Permit in Regional Center (RC)	To allow an event center	No verbal or written opposition

ORDINANCE NUMBER 235-2026-019

AN ORDINANCE AMENDING THE "CITY ZONING ORDINANCE" BY AMENDING THE OFFICIAL ZONING ATLAS TO REZONE FROM RESIDENTIAL ESTATE (RE) TO RESIDENTIAL SINGLE-FAMILY (R-1) TO ALLOW A SINGLE-FAMILY RESIDENTIAL DEVELOPMENT FOR A 1.00-ACRE TRACT OF LAND OUT OF LOT 4, BLOCK 307, EL JARDIN RE-SUBDIVISION, CAMERON COUNTY, TEXAS, LOCATED AT 835 SOUTH INDIANA AVENUE, BROWNSVILLE, TEXAS 78521.; AND DEALING WITH RELATED MATTERS INCLUDING $2000 PENALTIES.

WHEREAS, this ordinance is in accordance with the City's comprehensive plan; is consistent with the existing zoning surrounding the area to be rezoned; and bears a substantial relationship to the public health, safety, morals or general welfare; and all procedural requirements for the passage hereof have been met;

Be It Ordained by the City of Brownsville:

Section 1. That the City Commission of the City of Brownsville, Texas, hereby amends the "City Zoning Ordinance" by amending the Official Zoning Atlas To rezone from Residential Estate (RE) to Residential Single-Family (R-1) to allow a single-family residential development for a 1.00-acre tract of land out of Lot 4, Block 307, El Jardin Re-Subdivision, Cameron County, Texas, located at 835 South Indiana Avenue, Brownsville, Texas 78521.

Section 2. That all provisions of the City of Brownsville Unified Development Code are incorporated herein by reference and declared to be a part hereof; and that this ordinance shall become effective on the earliest date allowed by law.

INTRODUCED at a public hearing on **September 22, 2026**. Passed at First Reading on **September 22, 2026**. PASSED at Second and Final Reading and ADOPTED, APPROVED, and ENACTED on **October 6, 2026**.

(SEAL)

BY: _____
John Cowen Jr.
Mayor

ATTEST: _____
Mayra Rios
City Secretary

STAFF REPORT

Planning & Redevelopment Department
Zoning Division
1034 E. Levee St. 2nd Floor
Brownsville, TX 78520
(956) 548-6150

APPLICATION DETAILS

Applicant/Representative: Paco Aldape
Property Address: 835 S Indiana Avenue
Application Type: Rezone
Current Zoning: Residential Estate (RE)
Application Date: July 7, 2026
CC Meeting Dates: 1st – September 22, 2026 / 2nd - October 6, 2026
Overlay(s): None
No. of Mail-outs: 7

Geo ID: 74-7540-3070-0040-00
Case No.: 235-2026-019
Proposed Use: Residential Single Family
Proposed Zoning: Residential Single Family (R-1)
P&Z Date: September 3, 2026
Electoral District: 1
Annexation Year: 1995
Opposition: No Verbal or Written Opposition

PROPERTY DETAILS

Legal Description: An 1.00-acre tract of land out of Lot 4, Block 307, El Jardin Re-Subdivision, Cameron County, Texas, located at 835 South Indiana Avenue, Brownsville, Texas 78521.
Roadway Frontage: The subject property is fronting South Indiana Avenue, a Primary Arterial (R.O.W. 120')
Predominant Land Use: The predominant land use within the area is a mix of undeveloped land, scattered single and multi family residential and commercial uses.

ABUTTING LAND USES (*SEE ATTACHED AERIAL VIEW MAP)*

North: Single Family Residential
East: Extraterritorial Jurisdiction (ETJ)
South: Single Family Residential, Multi Family Residential
West: Undeveloped Land

EXISTING ZONING DESIGNATIONS (*SEE ATTACHED ZONING MAP)*

North: Residential Estate (RE), Residential Suburban (R-2)
East: Extraterritorial Jurisdiction (ETJ)
South: Residential Estate (RE), Agriculture (AG)
West: Residential Suburban (R-2), Light Industrial (LI)

FUTURE LAND USE PLAN (*SEE ATTACHED FUTURE LAND USE MAP)*

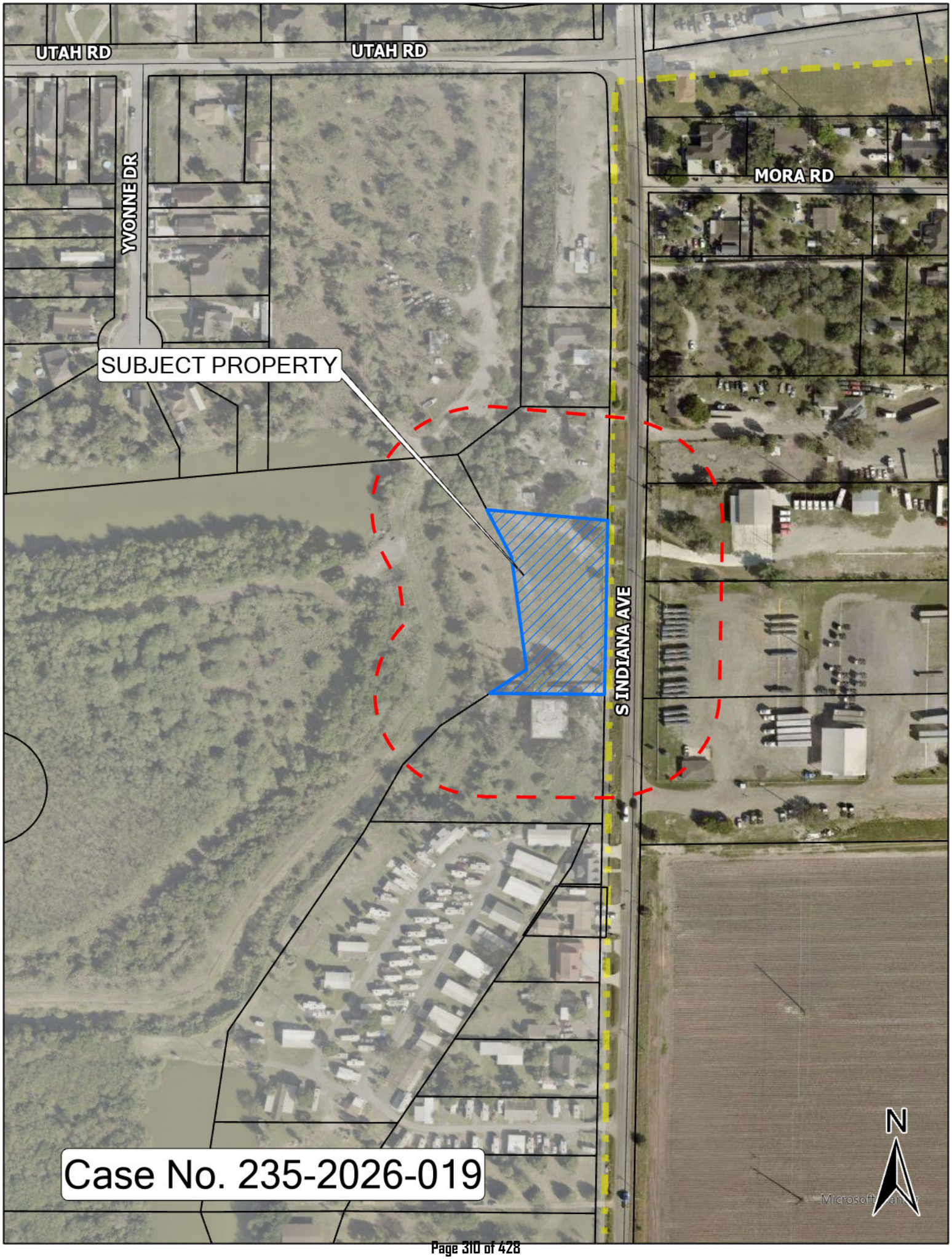
The City of Brownsville Future Land Use Plan indicates that the subject land is located within the Loop Corridor. Commercial uses are dominant but should include a healthy mixture of residential, institutional, industrial and community facility land uses. Residential land uses should be primarily single-family and attached apartment houses with an average density of 4 dwelling units per acre. It is the opinion of staff that the request is consistent with the Future Land Use Plan..

REVIEW CRITERIA

After an analysis of the subject property and its surrounding context, staff has determined that the proposed zoning and associated use would be generally compatible with adjacent existing zoning districts and land uses, and would not place significant or undue strain on existing public infrastructure, including water, wastewater, and transportation systems. Although single-family residential uses are permitted within the existing zoning district, the request is intended solely to allow for increased residential density within the proposed future single-family subdivision.

STAFF RECOMMENDATION

Based upon the analysis presented in this report and observations from the Planning & Redevelopment Department, staff recommends approval of the zoning change request from Residential Estate (RE) District to Residential Single Family (R-1) District.


UTAH RD
UTAH RD
YVONNE DR
MORA RD
SUBJECT PROPERTY
S INDIANA AVE
N
Case No. 235-2026-019

City of Brownsville Zoning Map

Zoning Districts

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

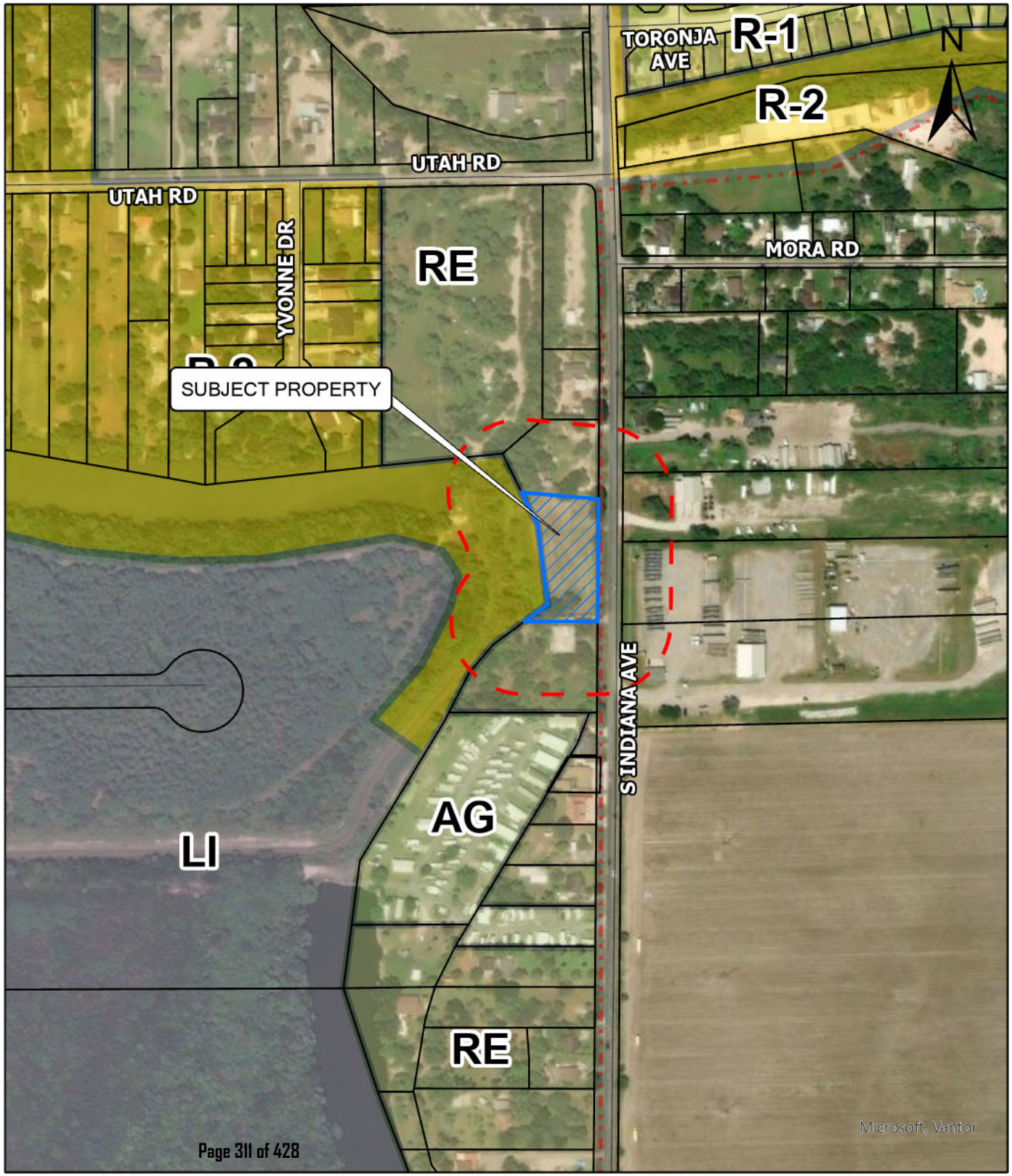
EXHIBIT "A"

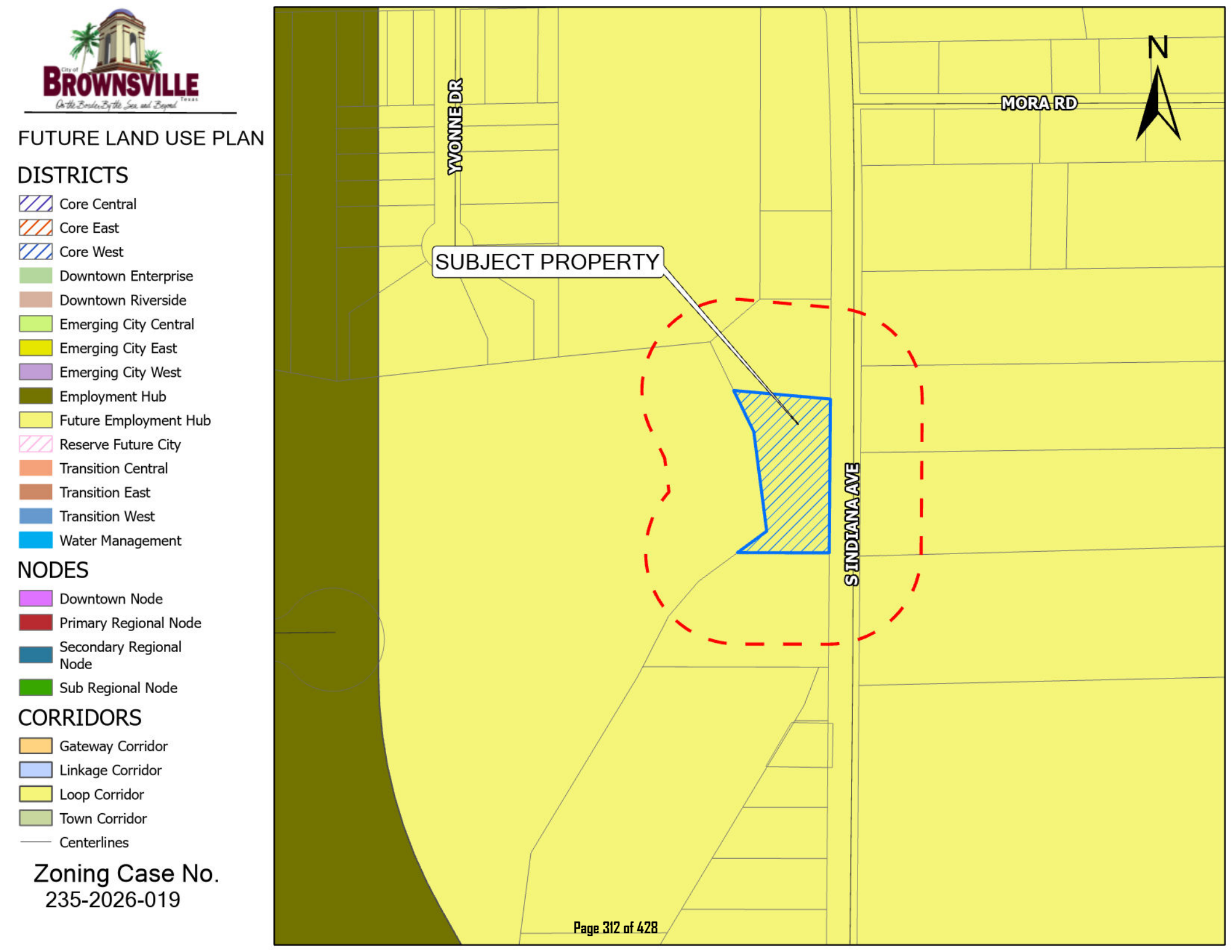
Address:
835 S Indiana Ave
Brownsville, Texas, 78521

Proposed Zoning:
Residential Single Family, R-1

Current Zoning:
Residential Estate, RE

Brownsville Electoral District #1




FUTURE LAND USE PLAN
DISTRICTS
Core Central
Core East
Core West
Downtown Enterprise
Downtown Riverside
Emerging City Central
Emerging City East
Emerging City West
Employment Hub
Future Employment Hub
Reserve Future City
Transition Central
Transition East
Transition West
Water Management
NODES
Downtown Node
Primary Regional Node
Secondary Regional Node
Sub Regional Node
CORRIDORS
Gateway Corridor
Linkage Corridor
Loop Corridor
Town Corridor
Centerlines
Zoning Case No.
235-2026-019
YVONNE DR
MORA RD
SUBJECT PROPERTY
S INDIANA AVE
N

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Martin Vega, Assistant Director of Land Development Services
Date:	Tuesday, September 22, 2026
Agenda #:	Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 235-2026-021-PD**, to establish a Planned Development District (PD) to establish development-specific zoning regulations that would permit reduced setbacks, detached accessory structures in the front yard, and unique design standards for the proposed residences, for 2.817 acres, being all of Common Area 1 of Butterfly Grove Subdivision, Cameron County, Texas, located at 1903 Grove Lane, Brownsville, Texas 78526, as shown in Exhibit "A". (District 3) (Planning & Redevelopment Department)

Summary:

Property owner, Palo Alto Groves Owner's Association Inc., proposes to establish a Planned Development District (PD) to establish development-specific zoning regulations that would permit reduced setbacks, detached accessory structures in the front yard, and unique design standards for the proposed residences, for 2.817 acres, being all of Common Area 1 of Butterfly Grove Subdivision, Cameron County, Texas, located at 1903 Grove Lane, Brownsville, Texas 78526. The proposed Planned Development District will establish development specific zoning regulations that will primarily allow setbacks unique to the development as well as home design/model regulations permitting detached accessory structures in the front yard for the purpose of being used as an alternative dwelling unit or garage. The base zoning of the development will continue to be Residential Single Family (R-1).

The predominant land use in the surrounding area is undeveloped land. Additional uses, such as single-family development, Brownsville Sports Park, and railroad switch yard are also present within proximity of the subject property.

The property is located within the Employment Hub. The proposed zoning/use is consistent with the Future Land Use Map.

Project Scope and Analysis:

As background to the Planned Development District tool, staff would like to point out that the base zoning districts established by the UDC are intended to facilitate a broad range of

development within appropriate areas of the city. However, staff recognizes that there are a variety of development types as well as unique areas within the city. Therefore, the intent of this tool is to provide a mechanism for a specialized zoning district that facilitates the creation of developments that are unique due to various factors. The PDD is intended to establish specific development standards that ensure each Planned Development exceeds the standards of the equivalent base zoning districts.

Because the subject residential development has irregular lot configurations due to the meandering design of the subdivision, building setbacks are unique for each property. Additionally, as per UDC requirements, detached alternative dwelling units (accessory structures) are only permitted behind the primary structure (residence). This requirement is intended to keep the primary structure's façade visibly unobstructed within the typical residential development. The approval of the PDD would alleviate issues with setbacks and would allow the proposed home configuration with the detached structure in the front yard throughout the subdivision.

The following conditions are tied to the proposed Planned Development District:

- Allow the proposed front setback of 20 feet
- Allow detached accessory structures in the front yard
- Allow unique design standards for the proposed residences

Staff finds that the requested PDD would permit a cohesive design pattern within the proposed development.

Funding:

Source: Fiscal Dept. Approval Not Required

Amount: N/A

Local Contribution if Applicable: N/A

Recommendation:

There was no written or verbal opposition at the Planning and Zoning Commission meeting on September 3, 2026. The Planning and Zoning Commission approves this request to create a Planned Development District (PD) to establish development-specific zoning regulations.

Commission Pillar:

Planning & Zoning

Attachments:

1. First Reading Zoning Cases 092226
2. Case 235-2026-021-PD Binder

Planning and Redevelopment Department
Zoning Division
1034 E. Levee St. 2nd Floor
Brownsville, TX 78520
(956) 548-6150

First Reading Zoning Cases

CITY COMMISSION HEARING DATE: SEPTEMBER 22, 2026

Case Number	*Electoral District*	*Application Type*	*Property Address*	*Applicant/ Representative Name*	*Zoning Change*	*Reason for Request*	*Opposition*
235-2026-013	2	Rezone	2616 Old Port Isabel Road	Ricardo Abraham	To rezone from Residential Transition (R-3) to Light Industrial (LI)	To allow a warehouse/ business operation	No verbal or written opposition
235-2026-019	1	Rezone	835 South Indiana Avenue	Paco Aldape	To rezone from Residential Estate (RE) to Residential Single-Family (R-1)	To allow a single-family residence	No verbal or written opposition
235-2026-020	3	Rezone	7248 North Expressway	Cathy Fuchs	To rezone from Commercial Corridor (CC) to Residential Single-Family (R-1)	To allow a single-family residence	No verbal or written opposition
235-2026-021-PD	3	Planned Development District (PDD)	1903 Grove Lane	Melden & Hunt	To rezone from Residential Single-Family (R-1) with a Planned Development District (PDD)	To allow reduced setbacks, detached accessory structures in the front yard, and unique design standards for proposed residences	No verbal or written opposition
235-2026-022-S	3	Specific Use Permit (SUP)	3231 Pablo Kisel Boulevard	Jesús Arredondo Almanza	To request a Specific Use Permit in Regional Center (RC)	To allow an event center	No verbal or written opposition

ORDINANCE NUMBER 235-2026-021-PD

AN ORDINANCE AMENDING THE "CITY ZONING ORDINANCE" BY AMENDING THE OFFICIAL ZONING ATLAS TO ESTABLISH A PLANNED DEVELOPMENT DISTRICT (PD) TO ESTABLISH DEVELOPMENT-SPECIFIC ZONING REGULATIONS THAT WOULD PERMIT REDUCED SETBACKS, DETACHED ACCESSORY STRUCTURES IN THE FRONT YARD, AND UNIQUE DESIGN STANDARDS FOR THE PROPOSED RESIDENCES, FOR 2.817 ACRES, BEING ALL OF COMMON AREA 1 OF BUTTERFLY GROVE SUBDIVISION, CAMERON COUNTY, TEXAS, LOCATED AT 1903 GROVE LANE, BROWNSVILLE, TEXAS 78526.; AND DEALING WITH RELATED MATTERS INCLUDING $2000 PENALTIES.

WHEREAS, this ordinance is in accordance with the City's comprehensive plan; is consistent with the existing zoning surrounding the area to be rezoned; and bears a substantial relationship to the public health, safety, morals or general welfare; and all procedural requirements for the passage hereof have been met;

Be It Ordained by the City of Brownsville:

Section 1. That the City Commission of the City of Brownsville, Texas, hereby amends the "City Zoning Ordinance" by amending the Official Zoning Atlas To establish a Planned Development District (PD) to establish development-specific zoning regulations that would permit reduced setbacks, detached accessory structures in the front yard, and unique design standards for the proposed residences, for 2.817 acres, being all of Common Area 1 of Butterfly Grove Subdivision, Cameron County, Texas, located at 1903 Grove Lane, Brownsville, Texas 78526.

Section 2. The property described above and within the boundaries of the Planned Development District described by the ordinance establishes the following development-specific zoning regulations:

- Allow the proposed front setback of 20 feet.
- Allow detached accessory structures in the front yard
- Allow unique design standards for the proposed residences

Section 3. That all provisions of the City of Brownsville Unified Development Code are incorporated herein by reference and declared to be a part hereof; and that this ordinance shall become effective on the earliest date allowed by law.

INTRODUCED at a public hearing on **September 22, 2026**. Passed at First Reading on **September 22, 2026**. PASSED at Second and Final Reading and ADOPTED, APPROVED, and ENACTED on **October 6, 2026**.

(SEAL)

BY: _____
John Cowen Jr.
Mayor

ATTEST: _____
Mayra Rios
City Secretary

STAFF REPORT

Planning & Redevelopment Department
Zoning Division
1034 E. Levee St. 2nd Floor
Brownsville, TX 78520
(956) 548-6150

APPLICATION DETAILS

Applicant/Representative: Wendy Rodriguez
Property Address: 1903 Grove Lane
Application Type: Planned Development District (PDD)
Current Zoning: Residential Single-Family (R-1) / W Planned Development District (PDD)
Application Date: August 3, 2026
CC Meeting Dates: 1st – September 22, 2026 / 2nd - October 6, 2026
Overlay(s): None
No. of Mail-outs: 26

Geo ID: 77-3431-0000-0010-00
Case No.: 235-2026-021-PD
Proposed Use: Single Family Homes
Proposed Zoning: Residential Single Family (R-1) / Updated Planned Development District (PDD)
P&Z Date: September 3, 2026
Electoral District: 3
Annexation Year: 1999
Opposition: No Verbal or Written Opposition

PROPERTY DETAILS

Legal Description: 2.817 acres, being all of Common Area 1 of Butterfly Grove Subdivision, Cameron County, Texas, located at 1903 Grove Lane, Brownsville, Texas 78526.
Roadway Frontage: The subject property is fronting Old Alice Road, a Collector, and Grove Lane a Local Street.
Predominant Land Use: The predominant land use within the area is a mix of undeveloped land, with single family residential, commercial uses, and public spaces.

ABUTTING LAND USES (*SEE ATTACHED AERIAL VIEW MAP)*

North: Undeveloped Land, Commercial
East: Residential Single Family
South: Residential Single Family, Undeveloped Land
West: Public Space / Sports Park, Undeveloped Land

EXISTING ZONING DESIGNATIONS (*SEE ATTACHED ZONING MAP)*

North: Residential Transition (R-1), Regional Center (RC)
East: Residential Transition (R-1)
South: Residential Single Family (R-1), Residential Transition (R-3)
West: Regional Center (RC), Residential Transition (R-3)

FUTURE LAND USE PLAN (*SEE ATTACHED FUTURE LAND USE MAP)*

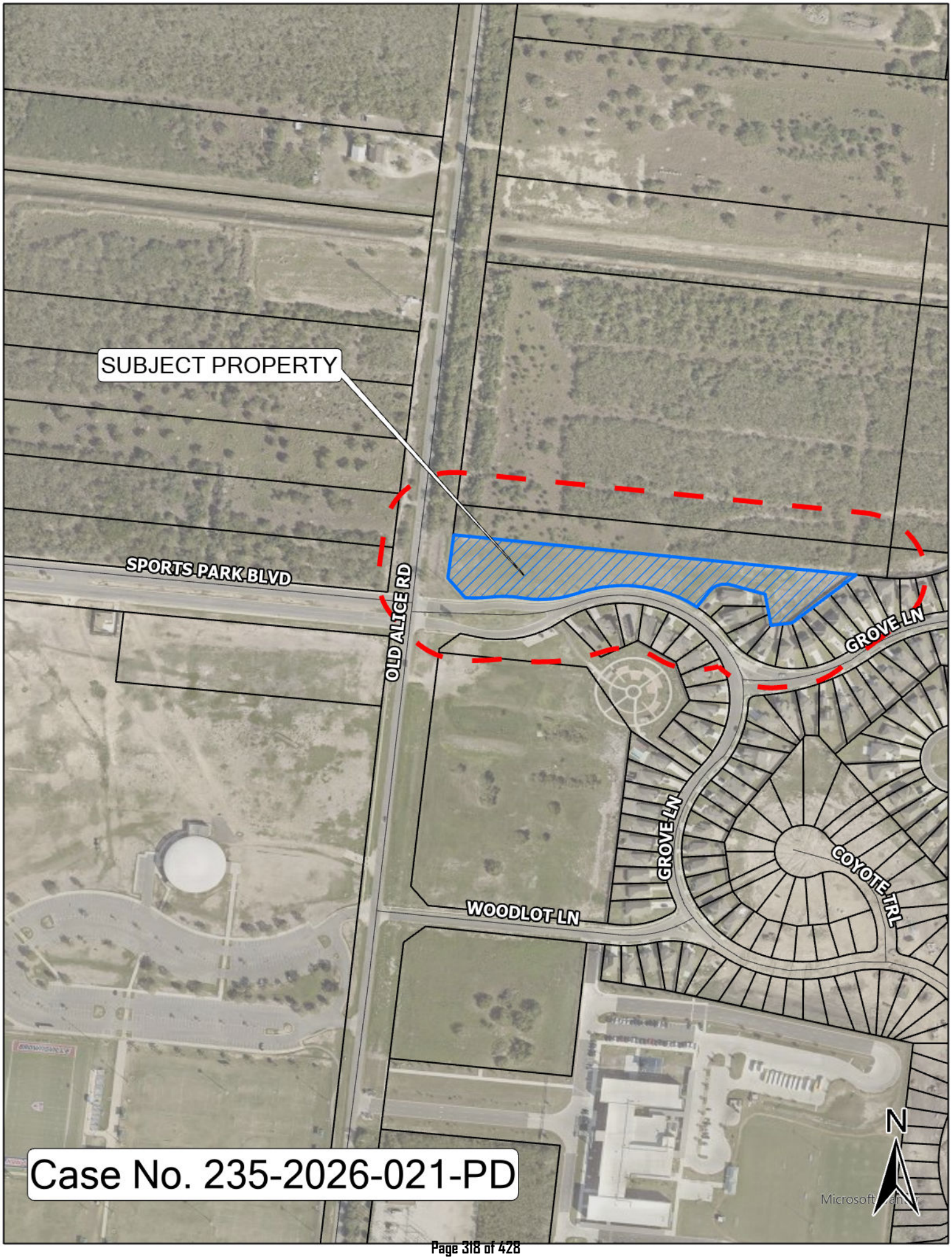
Land uses in the Employment Hub are half industrial with a healthy mixture of all other land uses. Residential land uses should be primarily single-family, duplex and triplex uses with an average density of 4 dwelling units per acre. This rezone request is consistent with the Future Land Use Plan.

REVIEW CRITERIA

After an analysis of the subject property and its surrounding context, staff has determined that the proposed zoning and associated use would be generally compatible with adjacent existing zoning districts and land uses, and would not place significant or undue strain on existing public infrastructure, including water, wastewater, and transportation systems. Staff is recommending a Planned Development District with the following conditions: reduced setbacks, detached accessory structures within the front yard, and unique design standards for the proposed residences.

STAFF RECOMMENDATION

Based upon the analysis presented in this report and observations from the Planning & Redevelopment Department, staff recommends approval of the Planned Development District (PDD) request to permit reduced setbacks, detached accessory structures in the fronts yard, and unique design standards for the proposed residences.


SUBJECT PROPERTY
SPORTS PARK BLVD
OLD ALICE RD
GROVE LN
GROVE LN
COYOTE TRL
WOODLOT LN
N
Case No. 235-2026-021-PD

City of Brownsville Zoning Map

Zoning Districts

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

EXHIBIT "A"

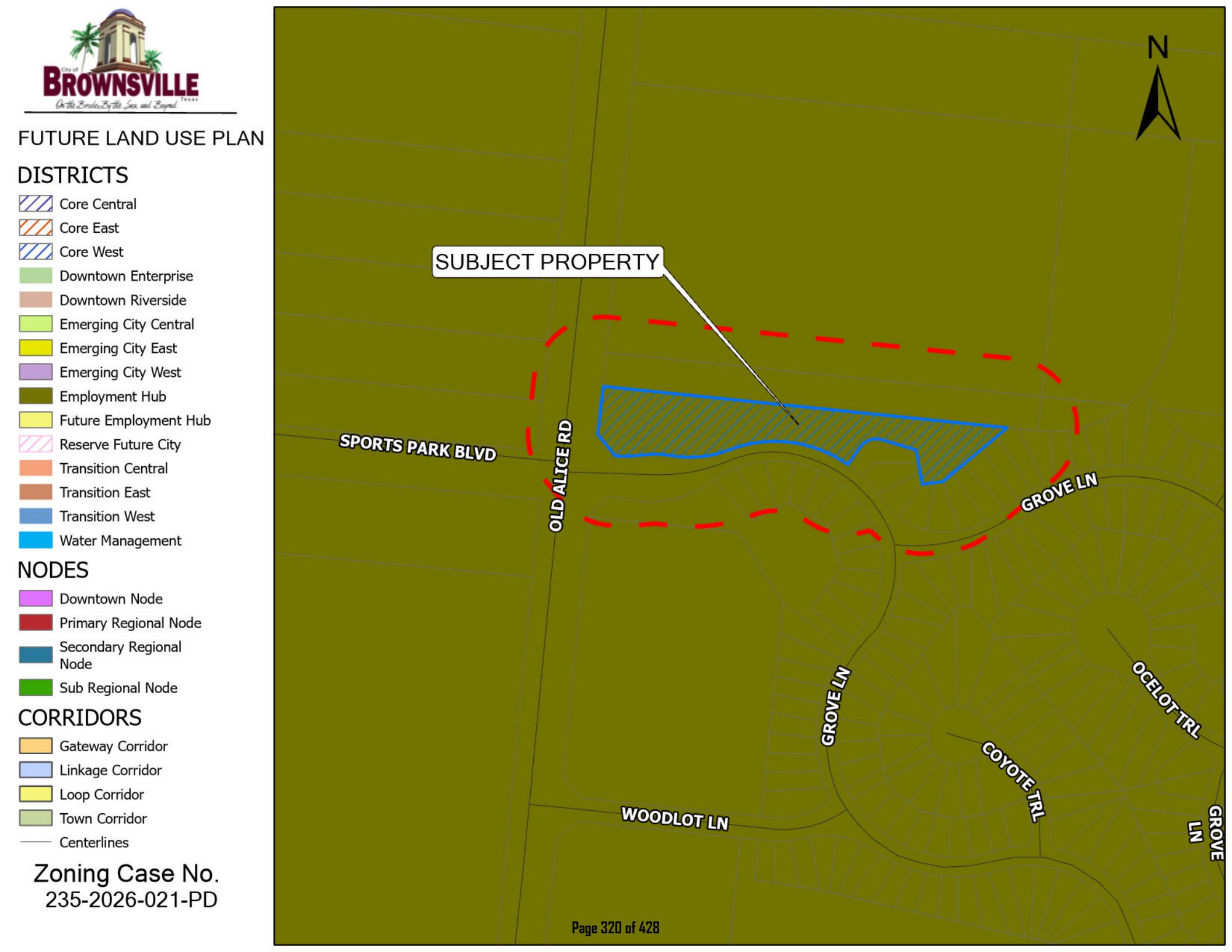
Address:
1903 Grove Ln,
Brownsville, Texas, 78526

Proposed Zoning:
Residential Single Family, R-1
w/ Updated PD

Current Zoning:
Residential Single Family, R-1 w/ PD

Brownsville Electoral District #3




FUTURE LAND USE PLAN
DISTRICTS
Core Central
Core East
Core West
Downtown Enterprise
Downtown Riverside
Emerging City Central
Emerging City East
Emerging City West
Employment Hub
Future Employment Hub
Reserve Future City
Transition Central
Transition East
Transition West
Water Management
NODES
Downtown Node
Primary Regional Node
Secondary Regional Node
Sub Regional Node
CORRIDORS
Gateway Corridor
Linkage Corridor
Loop Corridor
Town Corridor
Centerlines
Zoning Case No.
235-2026-021-PD
SUBJECT PROPERTY
N
SPORTS PARK BLVD
OLD ALICE RD
GROVE LN
GROVE LN
OCELOT TRL
COYOTE TRL
WOODLOT LN
GROVE LN

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Martin Vega, Assistant Director of Land Development Services
Date:	Tuesday, September 22, 2026
Agenda #:	Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 235-2026-022-S**, to request a Specific Use Permit in a Regional Center (RC) zoning district to allow an event center for Suite G, Lot 3, Block 1, Springmart I Subdivision Replat #2, Cameron County, Texas, located at 3231 Pablo Kisel Boulevard, Brownsville, Texas 78526, as shown in Exhibit "A". (District 3) (Planning & Redevelopment Department)

Summary:
Property owner, Leeds Group PK LLC., has requested a Specific Use Permit to allow an event center for Suite G, Lot 3, Block 1, Springmart I Subdivision Replat #2, Cameron County, Texas, located at 3231 Pablo Kisel Boulevard, Brownsville, Texas 78526. The base zoning of the property is Regional Center (RC) and shall remain unchanged.

The predominant land use in the surrounding area is commercial development. Additional uses, such as undeveloped land, are also present within the vicinity.

The property is located within the Transition Central District. The request is consistent with the Future Land Use Map.

Project Scope and Analysis:
The subject property is currently developed as an existing commercial plaza located within the northern commercial area of the City. The subject tenant space is presently occupied by a Christian bookstore and has an approximate area of 2,800 square feet.

The applicant is proposing to expand and diversify the existing business by incorporating an event center component within the same tenant space. According to the applicant, the event center would primarily accommodate small family gatherings and celebrations while continuing to operate in conjunction with the bookstore use.

It is also important to note that the commercial plaza in which the proposed event center would be located provides approximately 150 on-site parking spaces. This existing parking supply

would serve the various tenants within the plaza, including the proposed event center use.

Pursuant to the UDC, the establishment and operation of an event hall within city limits requires approval of a Specific Use Permit. A Specific Use Permit provides an additional layer of review and protection for surrounding properties by allowing the City to establish development standards intended to address potential use-related impacts, including noise.

If approved, the development shall be subject to the following conditions:

- Sound mitigation measures, including interior finish-out materials such as acoustic tiles or other approved sound-dampening insulation, shall be installed to ensure that noise levels do not exceed sixty (60) decibels when measured at the common property line shared by the noise-emitting use and adjacent residential zoning districts.

Funding:

Source: Fiscal Dept. Approval Not Required

Amount: N/A

Local Contribution if Applicable: N/A

Recommendation:

There was no written or verbal opposition at the Planning & Zoning Commission meeting on September 3, 2026. The Planning & Zoning Commission recommends approval for this Specific Use Permit to allow an event center in Regional Center (RC).

Commission Pillar:

Planning & Zoning

Attachments:

1. First Reading Zoning Cases 092226
2. Case 235-2026-022-S Binder

Planning and Redevelopment Department
Zoning Division
1034 E. Levee St. 2nd Floor
Brownsville, TX 78520
(956) 548-6150

First Reading Zoning Cases

CITY COMMISSION HEARING DATE: SEPTEMBER 22, 2026

Case Number	*Electoral District*	*Application Type*	*Property Address*	*Applicant/ Representative Name*	*Zoning Change*	*Reason for Request*	*Opposition*
235-2026-013	2	Rezone	2616 Old Port Isabel Road	Ricardo Abraham	To rezone from Residential Transition (R-3) to Light Industrial (LI)	To allow a warehouse/ business operation	No verbal or written opposition
235-2026-019	1	Rezone	835 South Indiana Avenue	Paco Aldape	To rezone from Residential Estate (RE) to Residential Single-Family (R-1)	To allow a single-family residence	No verbal or written opposition
235-2026-020	3	Rezone	7248 North Expressway	Cathy Fuchs	To rezone from Commercial Corridor (CC) to Residential Single-Family (R-1)	To allow a single-family residence	No verbal or written opposition
235-2026-021-PD	3	Planned Development District (PDD)	1903 Grove Lane	Melden & Hunt	To rezone from Residential Single-Family (R-1) with a Planned Development District (PDD)	To allow reduced setbacks, detached accessory structures in the front yard, and unique design standards for proposed residences	No verbal or written opposition
235-2026-022-S	3	Specific Use Permit (SUP)	3231 Pablo Kisel Boulevard	Jesús Arredondo Almanza	To request a Specific Use Permit in Regional Center (RC)	To allow an event center	No verbal or written opposition

ORDINANCE NUMBER 235-2026-022-S

AN ORDINANCE AMENDING THE "CITY ZONING ORDINANCE" BY AMENDING THE OFFICIAL ZONING ATLAS TO ALLOW AN EVENT CENTER IN A REGIONAL CENTER (RC) ZONING DISTRICT FOR SUITE G, LOT 3, BLOCK 1, SPRINGMART I SUBDIVISION REPLAT #2, CAMERON COUNTY, TEXAS, LOCATED AT 3231 PABLO KISEL BOULEVARD, BROWNSVILLE, TEXAS 78526, CAMERON COUNTY, TEXAS; AND DEALING WITH RELATED MATTERS INCLUDING $2000 PENALTIES.

WHEREAS, this ordinance is in accordance with the City's comprehensive plan; is consistent with the existing zoning surrounding the area to be rezoned; and bears a substantial relationship to the public health, safety, morals or general welfare; and all procedural requirements for the passage hereof have been met;

Be It Ordained by the City of Brownsville:

Section 1. That the City Commission of the City of Brownsville, Texas, hereby amends the "City Zoning Ordinance" by amending the Official Zoning Atlas to allow an event center in a Regional Center (RC) zoning district to allow an event center for Suite G, Lot 3, Block 1, Springmart I Subdivision Replat #2, Cameron County, Texas, located at 3231 Pablo Kisel Boulevard, Brownsville, Texas 78526, as shown in Exhibit "A"; the area rezoned by this amendment being situated entirely within the corporate limits of Brownsville, Cameron County, Texas.

Section 2. That all provisions of the City of Brownsville Unified Development Code are incorporated herein by reference and declared to be a part hereof; and that this ordinance shall become effective on the earliest date allowed by law.

Section 3. The property described above and by this ordinance is subject to the following conditions:

- Sound mitigation measures and interior finish-out materials such as acoustic tiles or other approved sound-dampening insulators shall be installed to maintain a noise level less than or equal to sixty (60) decibels when measured at the common property line shared by the noise emitting use and adjacent residential zoning districts.

INTRODUCED at a public hearing on **September 22, 2026**. Passed at First Reading on **September 22, 2026**. PASSED at Second and Final Reading and ADOPTED, APPROVED, and ENACTED on **October 6**, **2026**.

(SEAL)

BY: _____
John Cowen Jr.
Mayor

ATTEST: _____
Mayra Rios
City Secretary

STAFF REPORT

Planning & Redevelopment Department
Zoning Division
1034 E. Levee St. 2nd Floor
Brownsville, TX 78520
(956) 548-6150

APPLICATION DETAILS

Applicant/Representative: Jesus Arredondo Almanza
Property Address: 3231 N Pablo Kisel, Suite G
Application Type: Specific Use Permit (SUP)
Current Zoning: Regional Center (RC)
Application Date: June 6, 2026
CC Meeting Dates: 1st – September 22, 2026 / 2nd - October 6, 2026
Overlay(s): None
No. of Mail-outs: 4

Geo ID: 07-9829-0010-0030-00
Case No.: 235-2026-0022-S
Proposed Use: Event Center
Proposed Zoning: Regional Center (RC) w/ SUP
P&Z Date: September 3, 2026
Electoral District: 3
Annexation Year: 1965-1984
Opposition: No Verbal or Written Opposition

PROPERTY DETAILS

Legal Description: Lot 3, Block 1, Springmart I Replat #2 Subdivision, Cameron County, Texas, located at 3231 Pablo Kisel Blvd, Brownsville, TX 78526.
Roadway Frontage: The subject property is fronting Pablo Kisel Blvd, a Collector.
Predominant Land Use: The predominant land use within the area is commercial.

ABUTTING LAND USES (*SEE ATTACHED AERIAL VIEW MAP)*

North: Commercial, Undeveloped Land
East: Commercial
South: Commercial
West: Commercial, Undeveloped Land

EXISTING ZONING DESIGNATIONS (*SEE ATTACHED ZONING MAP)*

North: Regional Center (RC)
East: Regional Center (RC)
South: Regional Center (RC)
West: Regional Center (RC)

FUTURE LAND USE PLAN (*SEE ATTACHED FUTURE LAND USE MAP)*

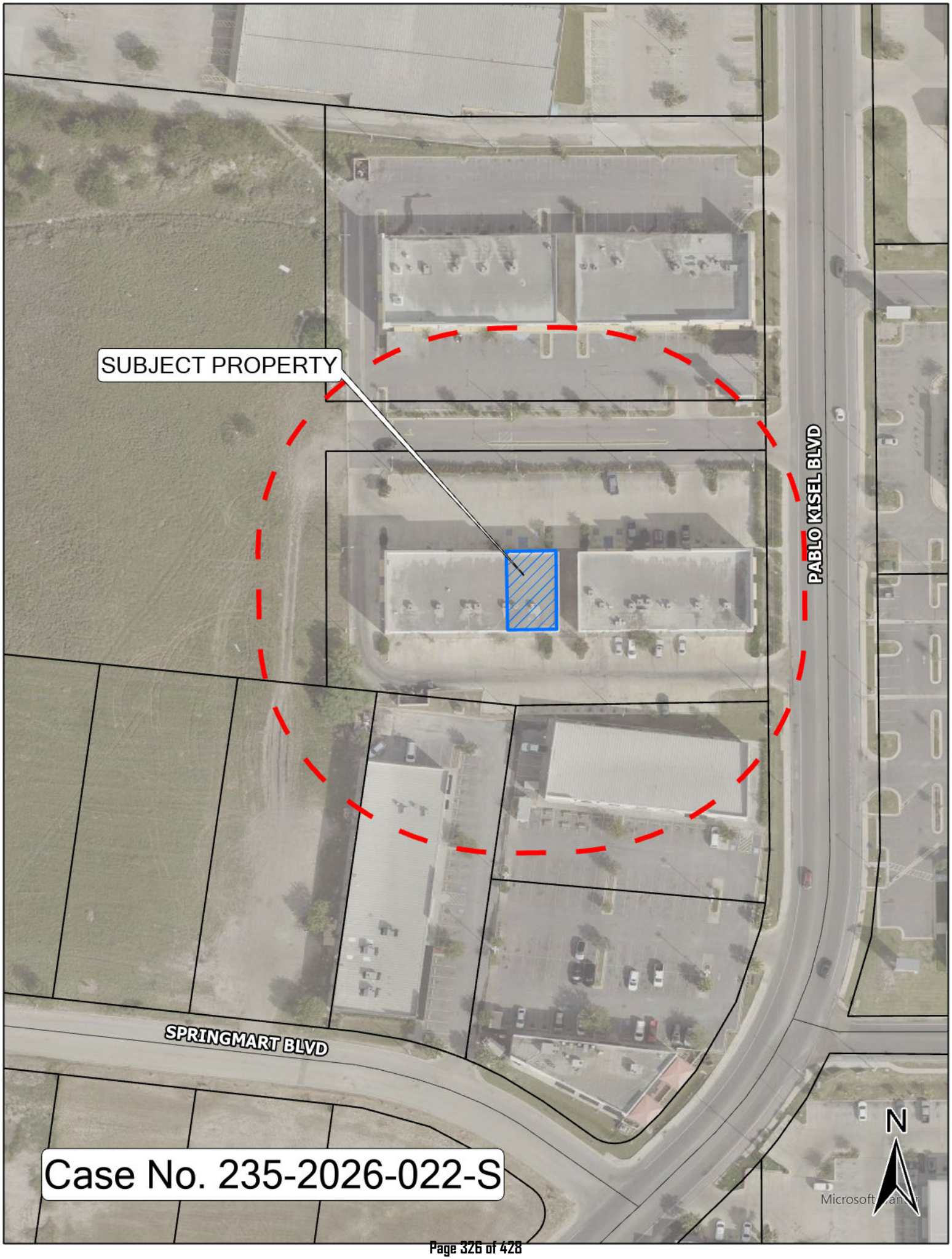
The City of Brownsville Future Land Use Plan indicates that the subject land is located within the Transition Central District. Commercial uses should be neighborhood and service oriented and could include both light and medium industry and warehousing. Residential land uses should be primarily single-family with an average density of 2 dwelling units per acre in a variety of lot sizes to create visual variation within the District and encourage the formation of distinct neighborhoods. It is the opinion of staff that the request is not consistent with the Future Land Use Plan.

REVIEW CRITERIA

After an analysis of the subject property and its surrounding context, staff has determined that the proposed Specific Use Permit and associated use would be generally compatible with adjacent existing zoning districts and land uses, and would not place significant or undue strain on existing public infrastructure, including water, wastewater, and transportation systems. Approval of an event center is conditioned on compliance to sound mitigation requirments.

STAFF RECOMMENDATION

Based upon the analysis presented in this report and observations from the Planning & Redevelopment Department, staff recommends approval of the Specific Use Permit (SUP) request for an event center within the existing Regional Center (RC) District, subject to sound mitigation requirements and site review approval during the Certificate of Occupancy process.


SUBJECT PROPERTY
PABLO KISEL BLVD
SPRINGMART BLVD
N
Case No. 235-2026-022-S

City of Brownsville Zoning Map

Zoning Districts

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

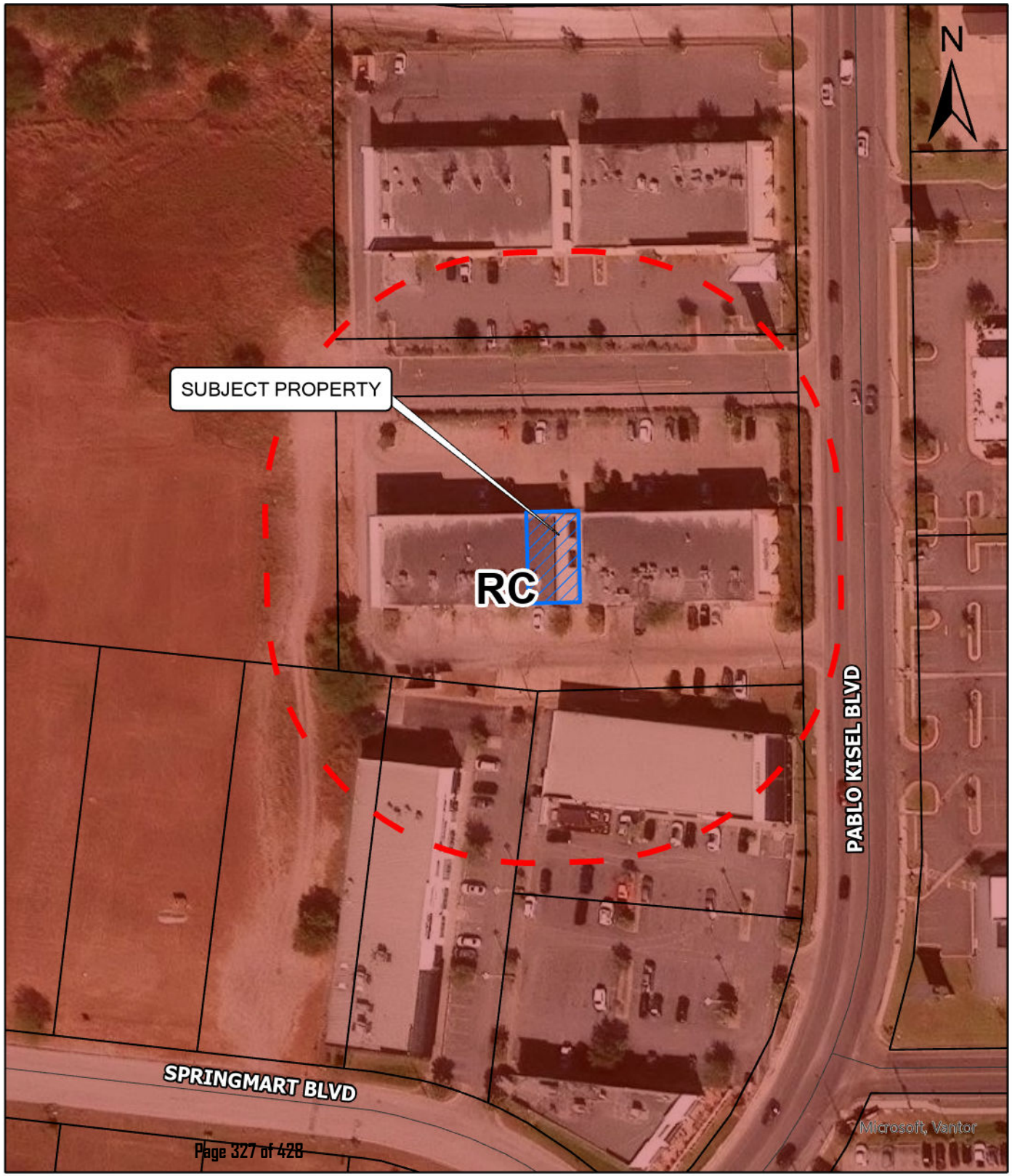
EXHIBIT "A"

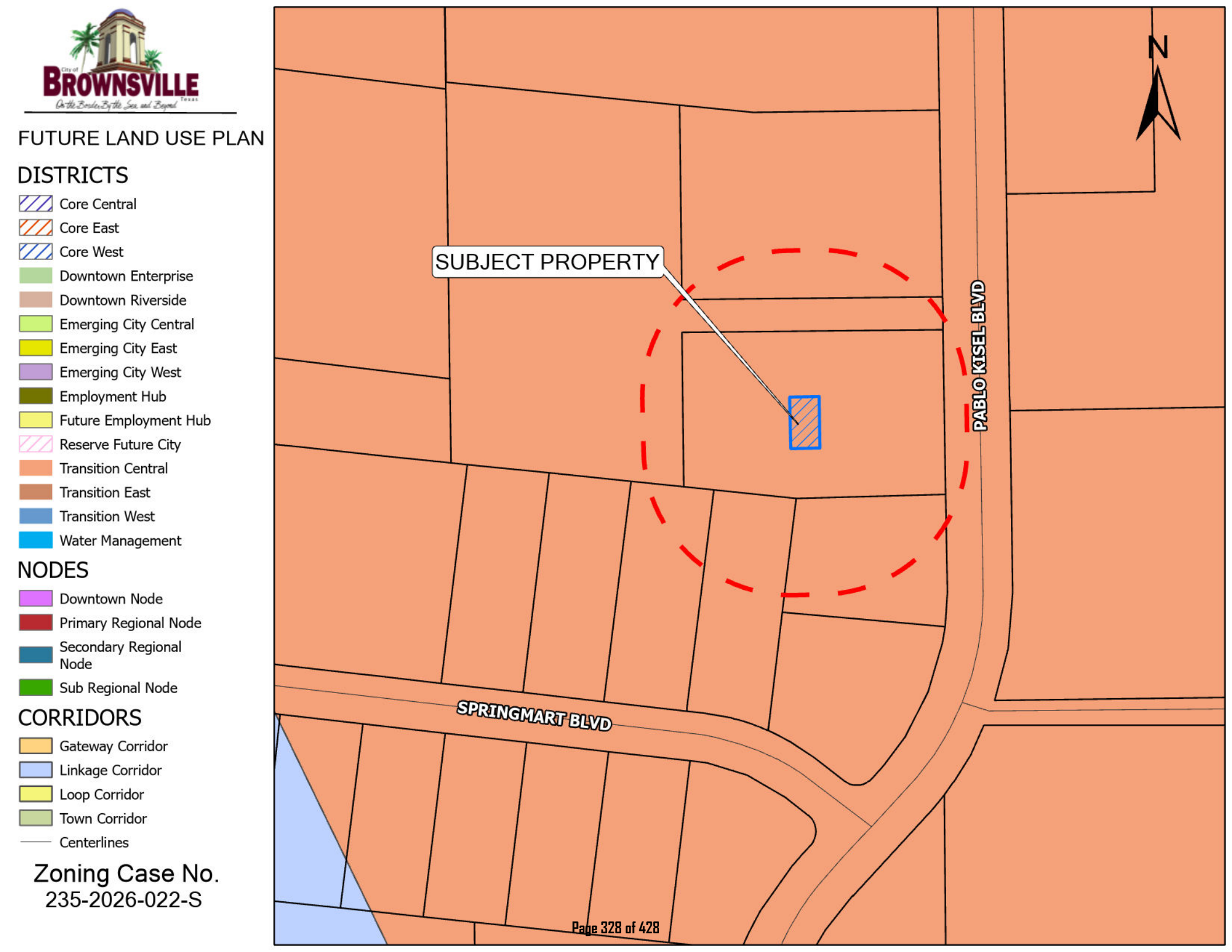
Address:
3231 Pablo Kisel Blvd, Ste. G,
Brownsville, Texas, 78526

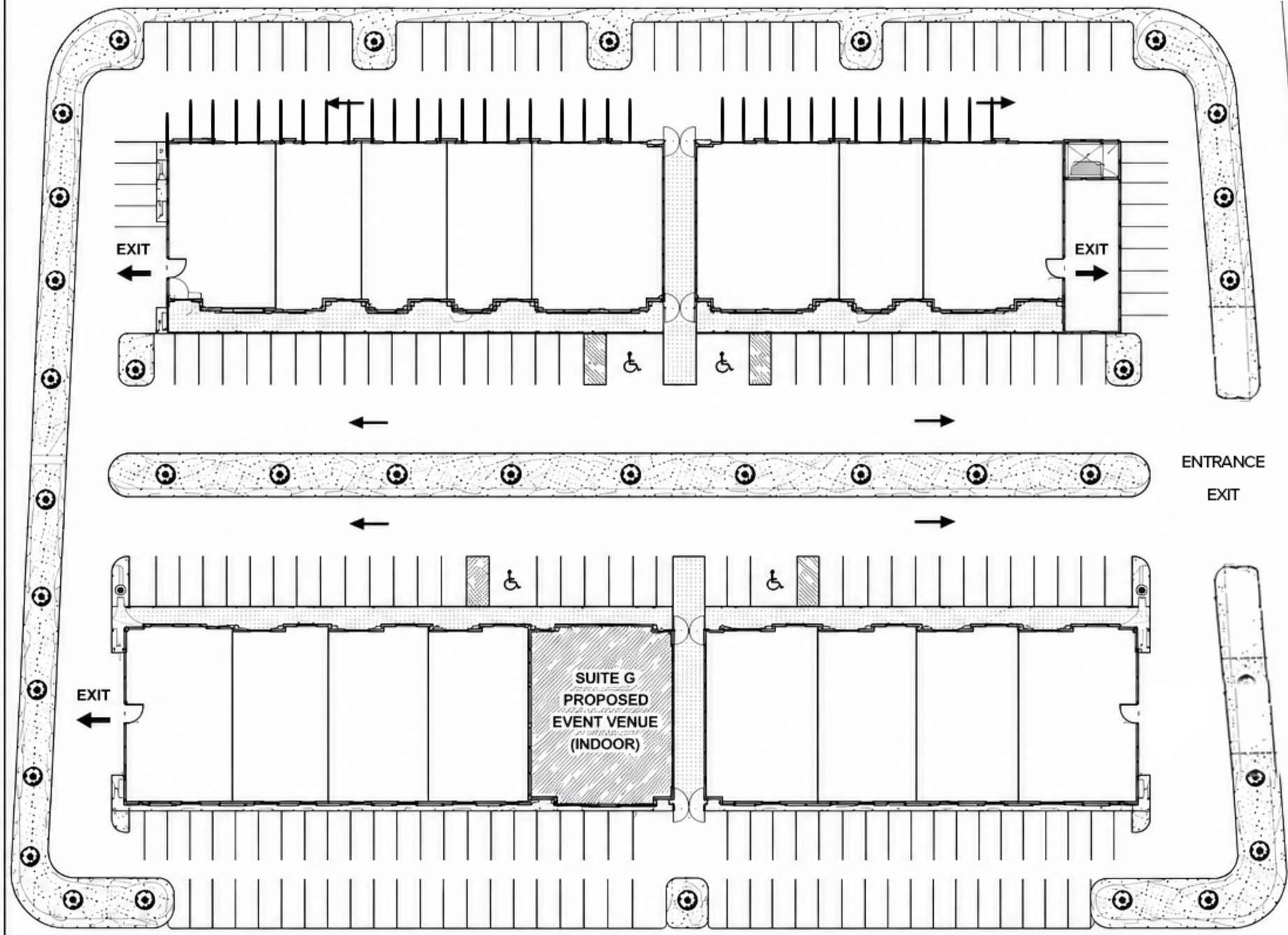
Proposed Zoning:
Regional Center, RC
w/ SUP

Current Zoning:
Regional Center, RC

Brownsville Electoral District #3

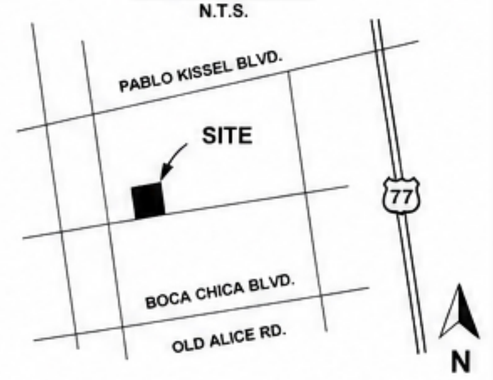



FUTURE LAND USE PLAN
DISTRICTS
Core Central
Core East
Core West
Downtown Enterprise
Downtown Riverside
Emerging City Central
Emerging City East
Emerging City West
Employment Hub
Future Employment Hub
Reserve Future City
Transition Central
Transition East
Transition West
Water Management
NODES
Downtown Node
Primary Regional Node
Secondary Regional Node
Sub Regional Node
CORRIDORS
Gateway Corridor
Linkage Corridor
Loop Corridor
Town Corridor
Centerlines
Zoning Case No.
235-2026-022-S
SUBJECT PROPERTY
PABLO KISEL BLVD
SPRINGMART BLVD
N



VICINITY MAP

N.T.S.



SITE INFORMATION

PROPERTY ADDRESS:
3231 PABLO KISSEL BLVD.
BROWNSVILLE, TEXAS 78526

PROJECT:
PROPOSED EVENT VENUE

LOCATION:
SUITE G

DEVELOPMENT TYPE:
COMMERCIAL TENANT FINISH-OUT

PLAN TYPE:
CONCEPTUAL MASTER PLAN

LEGEND

- PROPOSED EVENT VENUE (SUITE G)
- EXISTING BUILDING (RETAIL)
- LANDSCAPING / GREEN AREA
- HANDICAP PARKING
- DIRECTION OF TRAFFIC
- ENTRY / EXIT

ADDITIONAL INFORMATION

- 190 PARKING SPACES AVAILABLE THROUGHOUT THE PLAZA.
- OPERATING HOURS WILL BE DIFFERENT FROM OTHER ESTABLISHMENTS AND BUSINESSES.
- THERE IS SUFFICIENT PARKING SPACE BECAUSE THE BUSINESSES AROUND OPEN AFTER 10:00 PM.
- THE MAXIMUM OCCUPANCY CAPACITY OF THE EVENT VENUE (SUITE G) IS 80 PERSONS.

CONCEPTUAL MASTER PLAN

SUNSHINE PLAZA
3231 PABLO KISSEL BLVD.
BROWNSVILLE, TEXAS 78526

NORTH

SHEET NO.
S-1
SITE PLAN
CONCEPTUAL

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Martin Vega, Assistant Director of Land Development Services
Date:	Tuesday, September 22, 2026
Agenda #:	Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 2026-235.130**, to amend the City of Brownsville Unified Development Code (UDC, Article 4 – Zoning Regulations, Subsection 4.4.3 – Permitted Use Chart, Subsection 4.4.4 – Additional Use Standards, and Article 6 – Definitions) to regulate poker lounges, event centers, quick lube facilities, self-storage facilities; and dealing with related matters, as shown in Exhibit "A". (Planning & Redevelopment Department)

Summary:
The purpose of Ordinance No. 2026-235.130 is to amend the City of Brownsville Unified Development Code (UDC) to establish and refine zoning and development regulations applicable to poker lounges, event centers, quick lube facilities, and self-storage facilities. The proposed amendments would modify Article 4 – Zoning Regulations, including Subsection 4.4.3 – Permitted Use Chart and Subsection 4.4.4 – Additional Use Standards, as well as Article 6 – Definitions.

Staff initiated the proposed amendments after evaluating the existing UDC provisions applicable to these uses and determining that additional standards are necessary to more appropriately address their location, operation, concentration, and potential impacts on surrounding properties. The proposed regulations are intended to provide greater clarity and predictability for property owners and developers while protecting established residential areas, major commercial corridors, and other sensitive or high-visibility areas of the community.

The amendments are also intended to respond to changing development trends and land uses that are either not specifically defined within the current UDC or are not adequately addressed by the City's existing development standards. Rather than prohibiting these uses, the proposed ordinance establishes reasonable zoning parameters intended to promote compatibility with surrounding development and protect the health, safety, and general welfare of the community.

Project Scope and Analysis:

Quick Lube Facilities

The proposed ordinance establishes a new definition for quick lube or oil change facilities as establishments primarily providing routine vehicle maintenance services for vehicles weighing 10,000 pounds or less, including oil and fluid changes, filter replacement, lubrication, and similar minor preventive maintenance. Tire repair or replacement may also be permitted as an accessory service.

Under the proposed regulations, standalone quick lube facilities would be permitted within the Corridor Commercial (CC), Regional Center (RC), and Light Industrial (LI) zoning districts. The ordinance also proposes a parking requirement of one parking space for every 500 square feet of floor area.

Additional development standards are proposed to address the location and concentration of these facilities. Quick lube facilities would be prohibited from fronting or being visible from an Interstate, Primary Arterial, or Secondary Arterial. They would also be prohibited from having direct residential adjacency and would be required to maintain a minimum 600-foot separation from residentially zoned or used properties and a minimum 1,000-foot separation from another quick lube facility.

Quick lube facilities may also be permitted by right as accessory uses to a primary commercial or retail establishment. However, accessory quick lube operations would remain subject to applicable separation requirements and would be required to be appropriately screened from adjacent residential uses and positioned so that the service component does not face the primary entrance of the principal development.

These standards are intended to allow this type of automotive service while reducing the potential for an excessive concentration of similar businesses and protecting the appearance and development character of the City's primary commercial corridors.

Banquet, Meeting Facilities, and Event Centers

The ordinance proposes an updated definition for banquet, meeting facilities, and event centers to more clearly identify establishments that are temporarily reserved by individuals or groups for private functions such as weddings, receptions, banquets, anniversaries, business meetings, organizational gatherings, and similar events. Such establishments may include kitchen or catering facilities and areas for dining, dancing, and other entertainment customarily associated with these functions.

Event centers would be permitted through approval of a Specific Use Permit (SUP) within the Corridor Commercial (CC), Regional Center (RC), Downtown General (DG), and Downtown Core (DC) zoning districts. The SUP requirement would provide the City with the ability to evaluate each proposed location individually and establish appropriate site-specific conditions based on the surrounding area.

As proposed, an approved SUP for an event center would be subject to renewal every two years, allowing the City to periodically evaluate compliance with applicable development and operational standards. Event centers would be prohibited from sharing a property boundary with residentially zoned or used properties. Outdoor gathering areas would be required to maintain a minimum 600-foot separation from residential zones or uses, and event centers would be

required to maintain a minimum 1,000-foot separation from another event center.

The proposed regulations also establish hours of operation intended to address potential impacts on surrounding properties. Indoor events may operate between 8:00 a.m. and 12:00 midnight, while outdoor activities would be required to cease no later than 10:00 p.m. Event facilities located within a multifamily building would also be required to cease all event-related activities by 10:00 p.m.

Additional operational standards are proposed for establishments that serve alcohol or permit Bring-Your-Own-Beer or similar activities. In those instances, the establishment would also be subject to applicable regulations governing bar establishments. At least one police officer or licensed security guard would be required to be present during operating hours. Event centers would remain responsible for complying with all applicable federal, state, and local requirements governing activities or substances not otherwise specifically addressed by the UDC.

Collectively, these standards are intended to allow event centers within appropriate commercial and downtown areas while providing additional safeguards related to noise, hours of operation, alcohol consumption, security, and compatibility with nearby residential uses.

Poker Lounges

The proposed amendments would also establish a definition and development standards specifically applicable to poker lounges. A poker lounge would generally be defined as a private or membership-based establishment that provides facilities for socializing and participating in poker or similar games as a recreational activity. Such establishments may charge membership or participation fees and may serve alcohol when authorized under applicable state and local regulations.

Poker lounges would be permitted through the approval of a Specific Use Permit (SUP) within the Corridor Commercial (CC) zoning district and would be subject to a parking requirement of one parking space per 500 square feet of floor area, in addition to one parking space for every four poker table seats.

To address potential overconcentration and compatibility concerns, the ordinance proposes a minimum 2,500-foot separation between poker lounges or similar uses. No more than two poker lounges would be permitted within the same common lot, property, or commercial plaza, and each establishment would be required to maintain a minimum 600-foot separation from residentially zoned or used property.

The proposed ordinance further clarifies that poker lounges and similar establishments must comply with all applicable federal, state, and local laws and regulations, including applicable provisions of Chapter 47 of the Texas Penal Code relating to gambling. Compliance with applicable laws governing alcohol, activities, and other operational matters not specifically addressed by the UDC would also remain required.

These provisions are intended to establish clear land-use regulations for an emerging use that is not adequately addressed under the current UDC, while maintaining appropriate separation from residential areas and limiting the concentration of similar establishments.Self-Storage and Mini-Storage FacilitiesThe proposed amendments would also revise the City's development standards

for self-storage and mini-storage facilities, particularly with respect to their location, design, visibility, and proximity to residential development.

Indoor self-storage facilities, where individual storage units are accessed through a common interior corridor or entryway within an enclosed building, would be permitted within the Regional Center (RC), Light Industrial (LI), and Heavy Industrial (HI) zoning districts. Traditional outdoor-access mini-storage facilities would be limited to the Light Industrial (LI) and Heavy Industrial (HI) zoning districts.

All self-storage and mini-storage facilities would be required to maintain a minimum 600-foot separation from residentially zoned or used property and would be prohibited from sharing a property boundary with a residential zone or use. A minimum 2,500-foot separation would also be required between self-storage or similar facilities to reduce the concentration of this land use within individual areas of the City.

Similar to the proposed regulations for quick lube facilities, self-storage facilities would be prohibited from fronting or being visible from an Interstate, Primary Arterial, or Secondary Arterial. This provision is intended to preserve high-visibility frontage along the City's major transportation corridors for uses that contribute more directly to active commercial development and the overall character of these corridors.

Where overnight lighting is proposed for security purposes, lighting would also be required to incorporate appropriate shielding or buffering to minimize light pollution and impacts on nearby residential properties.

Overall Purpose and Recommendation

Overall, Ordinance No. 2026-235.130 is intended to modernize the City's zoning regulations for several land uses that have generated compatibility, concentration, operational, or land-use concerns. The proposed amendments establish clearer definitions, appropriate zoning districts, separation requirements, operational limitations, and additional development standards tailored to the characteristics and potential impacts of each use.

The proposed regulations are intended to balance private development rights with the City's responsibility to promote orderly development, protect residential neighborhoods and major commercial corridors, and ensure that new and evolving land uses remain compatible with the City's long-term development objectives.

Funding:

Source: Fiscal Dept. Approval Not Required

Amount: N/A

Local Contribution if Applicable: N/A

Recommendation:

Staff and the Planning & Zoning Commission recommend approval of Ordinance No. 2026-235.130 on First Reading to amend Article 4 – Zoning Regulations, Subsection 4.4.3 – Permitted

Use Chart, Subsection 4.4.4 – Additional Use Standards, and Article 6 – Definitions of the Unified Development Code, as provided in Exhibit "A".

Commission Pillar:
Planning & Zoning

Attachments:
1. 2026-235.130 Land Use Amendments Updated

ORDINANCE NO. 2026-235.130

AN ORDINANCE OF THE BROWNSVILLE CITY COMMISSION, AMENDING THE UNIFIED DEVELOPMENT CODE (UDC), SECTION 4.4. – LAND USES, SUBSECTION 4.4.3.D – COMMERCIAL USES, SUBSECTION 4.4.3.E – INDUSTRIAL USES, SUBSECTION 4.4.4.A. – ADDITIONAL USE STANDARDS, AND ARTICLE 6 – DEFINITIONS, BY INCORPORATING REGULATIONS AND DEFINITIONS FOR SELF-STORAGE OR MINI STORAGE FACILITIES (INDOOR/OUTDOOR), QUICK LUBES (OIL CHANGE FACILITIES), POKER LOUNGES (SOCIAL OR PRIVATE CLUBS), AND EVENT CENTERS; AND DEALING WITH RELATED MATTERS.

WHEREAS, the City of Brownsville recognizes the need to periodically evaluate and refine the City's Unified Development Code in response to community feedback and evolving development trends, including those associated with oil change facilities, self-storage facilities, poker lounges, and event centers; and

WHEREAS, the proposed amendments are intended to establish clear, consistent, and reasonable development standards that promote the orderly location and operation of these uses and provide greater predictability for property owners, developers, and the community; and

WHEREAS, the proposed amendments are intended to ensure that such uses are located and operated in a manner compatible with surrounding development patterns and consistent with the City's long-term vision, growth objectives, and adopted planning policies; and

WHEREAS, the proposed amendments are not intended to prohibit lawful land uses, but rather to provide reasonable regulations governing their location and operation in furtherance of the public health, safety, and general welfare;

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF BROWNSVILLE THAT SECTION 4.4. – LAND USES, SUBSECTION 4.4.3.D – COMMERCIAL USES, SUBSECTION 4.4.3.E – INDUSTRIAL USES, SUBSECTION 4.4.4.A. – ADDITIONAL USE STANDARDS, AND ARTICLE 6 – DEFINITIONS, OF THE UNIFIED DEVELOPMENT CODE (UDC) ARE HEREBY AMENDED, BY INCORPORATING REGULATIONS AND ENHANCING AND CREATING DEFINITIONS FOR SELF-STORAGE OR MINI STORAGE FACILITIES (INDOOR/OUTDOOR), QUICK LUBES (OIL CHANGE FACILITIES), POKER LOUNGES (SOCIAL OR PRIVATE CLUBS), AND EVENT CENTERS.

IT IS ORDAINED BY THE CITY OF BROWNSVILLE THAT IN THE EVENT OF ANY CONFLICTS BETWEEN THIS NEWLY ADOPTED UNIFIED DEVELOPMENT CODE AND OTHER ORDINANCES INVOLVING THE SAME SUBJECT MATTER, THIS UNIFIED DEVELOPMENT CODE SHALL GOVERN.

IT IS FURTHER ORDAINED THAT THE CODE OF ORDINANCES AS HEREIN AMENDED READS AS FOLLOWS:

PART I. That Section 4.4 – Land Uses, Subsection 4.4.3.D – Commercial Uses of the Unified Development Code is hereby amended to read as follows:

Use	Definition	AG	RE	R-1	R-2	R-3	CC	RC	LI	HI	TN	TN-MU	TN-C	DE	DG	DC	Parking Ratios
Auto Repair And Service, Minor	A facility or area for the servicing and minor repair of motor vehicles within enclosed service bays or stalls. Typical services include the retail sale and dispensing of lubricating oils, tires, filters, and other limited repair and maintenance work including the replacement of new or reconditioned parts in motorized vehicles of 10,000 pounds or less gross vehicle weight. Does not include the overnight, outdoor storage of customer vehicles. This definition includes does not include any operation included in the definition of "Auto Repair and Service, Major."						P	P	P				P				1 : 500 sf

Use	Definition	AG	RE	R-1	R-2	R-3	CC	RC	LI	HI	TN	TN-MU	TN-C	DE	DG	DC	Parking Ratios
Quick Lubes / Oil Change Facilities	A facility that provides routine vehicle maintenance services to units of 10,000 pounds or less, primarily oil and fluid changes, filter replacement, lubrication, and other minor preventive maintenance. May include tire repair or replacement as an accessory service.						P-11	P-11	P-11								1 : 500 sf

Use	Definition	AG	RE	R-1	R-2	R-3	CC	RC	LI	HI	TN	TN-MU	TN-C	DE	DG	DC	Parking Ratios
Banquet, Meeting Facility, or Event Center	An establishment that is leased on a temporary basis before the day of the event by individuals or groups who reserve the facility to accommodate private functions, including, but not limited to, banquets, weddings, anniversaries, receptions, business and organizational meetings, and other similar functions, to which the general public is not admitted and for which no admission charge is imposed. Such establishments may include kitchen facilities for the preparation of food or catering of food and areas for dancing, dining, and other entertainment activities that customarily occur in association with banquets, weddings, or receptions.						S-12	S-12							S-12	S-12	Non-Fixed Seats 1 : 150 sf or Fixed Seats 1 : 4 seats

Use	Definition	AG	RE	R-1	R-2	R-3	CC	RC	LI	HI	TN	TN-MU	TN-C	DE	DG	DC	Parking Ratios
Poker Lounges	A private or membership-based establishment that provides facilities for socializing and participating in poker or similar games as a recreational activity. Such establishments may charge membership or participation fees and may serve alcohol in accordance with applicable state and local regulations. Poker lounges shall comply with all applicable laws governing private clubs and the operation of such establishments.						S-13										1:500 sf. + 1:4 poker table seats

PART II. That Section 4.4 – Land Uses, Subsection 4.4.3.E – Industrial Uses of the Unified Development Code is hereby amended to read as follows:

Use	Definition	AG	RE	R-1	R-2	R-3	CC	RC	LI	HI	TN	TN-MU	TN-C	DE	DG	DC	Parking Ratios
Indoor Self-Storage or Mini Storage	An indoor facility or area where enclosed storage space, divided into separate smaller compartments, is provided for use by individuals to store personal items or by businesses to store materials for operation of a business establishment at another location. Related activities, such as retail sales of packing and moving materials and the rental of moving equipment, including vans and trucks, are allowed as incidental uses. The sale of merchandise from leased storage units by tenants is strictly prohibited.							P-19	P-19	P-19							1:10,000 sf. of Aggregate area/ min. 5 spaces
Use	**Definition**	**AG**	**RE**	**R-1**	**R-2**	**R-3**	**CC**	**RC**	**LI**	**HI**	**TN**	**TN-MU**	**TN-C**	**DE**	**DG**	**DC**	**Parking Ratios**
Outdoor Self-Storage or Mini Storage	An outdoor facility or area where enclosed storage space, divided into separate smaller compartments, is provided for use by individuals to store personal items or by businesses to store materials for operation of a business establishment at another location. Related activities, such as retail sales of packing and moving materials and the rental of moving equipment, including vans and trucks, are allowed as incidental uses. The sale of merchandise from leased storage units by tenants is strictly prohibited.								P-19	P-19							1:10,000 sf. of Aggregate area/ min. 5 spaces

PART III. That Section 4.4.4.A.(D)(E) – Additional Use Standards (Commercial and Industrial Uses), of the Unified Development Code, City of Brownsville, is hereby amended to incorporate text as follows:

D. Commercial Uses

11. Quick Lubes / Oil Change Facilities
    a. Building placement of facility shall not front or be visible from a major corridor (i.e., Interstate, Primary Arterials, and Secondary Arterials).
    b. Prohibited from sharing a boundary with a property with a residential zone or use.
    c. The facility shall have a minimum 600-foot separation from any property with a residential zoning district or use. The separation distance shall be measured from the nearest point of the proposed lot's property line to the nearest property line or lot corner of the residential zoning district or use.
    d. The facility shall have a minimum 1,000-foot separation from other quick lubes or similar uses. The separation distance shall be measured from the nearest point of the proposed lot's property line to the nearest property line or lot corner of the other quick lube or similar use.
    e. Quick Lube or Oil Change facilities are allowed by right as accessories to primary commercial or retail uses. However, this accessory use must be screened from any adjacent residential uses and must not face primary entrances. Separation requirements to residential zones or uses and to other quick lube or oil change facilities shall also apply.
12. Banquet, Meeting Facility, or Event Center

Commented [MV1]: I would also add to this point that even as accessory uses, quick lubes must comply with the established spacing parameters.

Commented [MV2]: We need to add land spacing requirements between existing and proposed event centers. As per Evaristo's map data, the average spacing between existing event centers is already 758 feet. In summary, they are already very close to each other. I would suggest 500 to still give them some land for new business.

a. Specific Use Permits (SUPs) shall be subject to renewal every two (2) years to ensure continued compliance with all applicable requirements. The two-year renewal period shall commence on the effective date of approval by the City Commission.

b. Sound Mitigation Regulations for indoor and outdoor activities shall apply during the Specific Use Permit (SUP) review and approval process.

c. Prohibited from sharing a lot boundary with a residential zone or use.

d. The facility shall have a minimum 1,000-foot separation from other banquets, meeting facilities, event centers or similar uses. The separation distance shall be measured from the nearest point of the proposed lot's property line to the nearest property line or lot corner of the other banquet, meeting facility, event center, or similar use.

e. Outdoor gathering areas or activities shall have a separation of 600 feet from a residential zone or use. The separation distance shall be measured from the nearest point of the proposed outdoor gathering area to the nearest property line or lot corner of the existing residential zone or use.

f. Indoor events may operate between 8:00 a.m. and 12:00 midnight. All outdoor activities shall cease no later than 10:00 p.m.

g. For event facilities (such as banquet halls or event rooms) located on any floor of a multifamily building, all event activities shall cease no later than 10:00 p.m.

h. If an event center serves alcohol or permits "Bring-Your-Own-Beer" (BYOB) events, the establishment shall be subject to all applicable regulations governing bar establishments. Additionally, at least one police officer or licensed security guard shall be required on the premises during all operating hours. Compliance with all applicable federal, state, and local regulations regarding activities and substances not explicitly addressed herein remains mandatory.

13. Poker Lounges

a. The establishment shall maintain a minimum 2,500-foot separation from any other poker lounge or similar use located on a separate lot or property. The separation distance shall be measured from the nearest point of the proposed establishment's lot property line to the nearest property line or lot corner of the property containing the other poker lounge or similar use.

b. No more than two (2) poker lounges or similar uses shall be permitted within the same common lot, property, or commercial plaza.

c. The establishment shall have a minimum 600-foot separation from any property with a residential zoning district or use. The separation distance shall be measured from the nearest point of the proposed lot's property line to the nearest property line or lot corner of the residential zoning district or use.

d. The establishment and all similar uses shall comply with all applicable federal, state, and local laws and regulations—including but not limited to Chapter 47 of the Texas Penal Code (Gambling). Additionally, compliance with all applicable federal, state, and local laws and regulations remains mandatory for all activities, uses, and substances that are not explicitly addressed herein.

Commented [MV3]: I would also add, for reinforcement purposes, a statement along the lines that "This and/or similar uses shall comply with all municipal and state regulations, including Chapter 47 of the Texas Penal Code.

E. Industrial Uses

19. Self-storage or Mini storage

a. Self-storage or mini storage facilities shall be limited to indoor storage where access is made through a common corridor/entryway within an enclosed structure and is permitted only in the

Regional Center (RC), Light Industrial (LI), and Heavy Industrial (HI) Districts storage facilities. Outdoor mini storage shall be limited to Light Industrial (LI) and Heavy Industrial (HI) zoning districts.

b. Building placement of facility shall not front or be visible from a major corridor (i.e., Interstate, Primary Arterials, and Secondary Arterials).

c. Prohibited from sharing a boundary with a property with a residential zone or use.

d. The facility shall have a minimum 600-foot separation from any property with a residential zoning district or use. The separation distance shall be measured from the nearest point of the proposed lot's property line to the nearest property line or lot corner of the residential zoning district or use. If variances are issued to allow them within 600 ft. of residential zones or uses, a landscaping and masonry screening wall of 8 feet in height shall be required.

e. The facility shall have a minimum 2,500-foot separation from other self-storage facilities or similar uses. The separation distance shall be measured from the nearest point of the proposed lot's property line to the nearest property line or lot corner of the other self-storage facility or similar use.

f. If overnight lighting is proposed for increased security measures, light fixtures will be required to buffer light pollution to nearby residential uses.

EXAMPLE OF INDOOR STORAGE





EXAMPLE OF OUTDOOR STORAGE





PART IV. That Article 6 – Definitions (Terms Beginning with "A" through "E")(Terms Beginning with "P" through "T") of the Unified Development Code, City of Brownsville, is hereby amended to incorporate text as follows:

Poker Lounges

A private or membership-based establishment that provides facilities for socializing and participating in poker or similar games as a recreational activity. Such establishments may charge membership or participation fees and may serve alcohol in accordance with applicable state and local regulations. Poker lounges shall comply with all applicable laws governing private clubs and the operation of such establishments.

Quick Lubes, or Oil Change Facilities

A facility that provides routine vehicle maintenance services to units of 10,000 pounds or less, primarily oil and fluid changes, filter replacement, lubrication, and other minor preventive maintenance. ~~, but excludes major mechanical repair, body work, painting, or engine and transmission replacement.~~ May include tire repair or replacement as an accessory service.

INTRODUCED for First Reading on the ___ day of_____ 2026. **PASSED** on **SECOND** and **FINAL READING** on the ___day of ____ 2026.

_____
John Cowen Jr.
Mayor

Attest:

_____
Mayra Rios
City Secretary

Approved as to form and legality:

_____
Guillermo (Will) S. Trevino
City Attorney

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Stephen Muse, Accountant III
Date:	Tuesday, September 22, 2026
Agenda #:	Consideration and **ACTION** on **SECOND** and **FINAL READING** of **Ordinance Number 2026-1761-B** of the City of Brownsville, Texas, to update the Master Fee Schedule of the City of Brownsville and amend pertinent sections of the Code of Ordinances to reflect those updates, and dealing with related matters. (Financial Services Department)

Summary:
This item updates the Master Fee Schedule for the City of Brownsville. This schedule will continue to be updated annually during the budget process or from time to time as needed. Please refer to Exhibit "A" for a proposed list of fees and charges.

Project Scope and Analysis:
This item updates the Master Fee Schedule for the City of Brownsville. This schedule will continue to be updated annually during budget process or from time to time as needed. Please refer to Exhibit "A" for a proposed list of fees and charges.

Funding:

Source: Not Applicable

Amount:

Local Contribution if Applicable:

Recommendation:
Staff recommends approval

Commission Pillar:
Governance

Attachments:
1. 2.01 2026-1761-B Master Fee Ordinance Adoption_4960

2. 2.00A FY 2027 Summary of Fee Changes (1)
3. 2.00B Exhibit A - FY 2027 Master Fee Schedule (1)

ORDINANCE NUMBER 2026-1761-B

AN ORDINANCE OF THE CITY OF BROWNSVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY TO ADOPT THE PROPOSED FEES TO THE MASTER FEE SCHEDULE ATTACHED HERETO AS EXHIBIT "A"; PROVIDING THAT OTHER FEES NOT LISTED BUT NOW CHARGED PURSUANT TO OTHER ORDINANCES AND RESOLUTIONS SHALL REMAIN IN EFFECT UNTIL TRANSFERRED TO THE MASTER FEE SCHEDULE BY AMENDMENT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Brownsville, Texas (the "City Commission") adopted a Master Fee Schedule through Ordinance Nos. 2019-1661, 2020-1673, 2022-1673-A, and as amended by other ordinances and/or resolutions, and codified as Chapter 2, "Administration", Article V, "Finance", Division 2, "Fees", Section 2-434, "Master fee schedule", for the purpose of setting forth the comprehensive fees assessed and collected by the City for a range of applications, permits, licenses, services, and activities; and

WHEREAS, the City staff recommends the proposed charges found in Exhibit "A" and based on the cost of delivering these services (the "Proposed Fees"); and

WHEREAS, the City Commission desires to have these Proposed Fees included in the City's Master Fee Schedule, which is updated during the budget process or from time to time as needed to update or remove existing fees or add new fees; and

WHEREAS, although the purpose of this ordinance is to update the Master Fee Schedule, this ordinance is not intended to amend, abolish, or change any fee heretofore established that is not listed in the Proposed Fees to be added to the Master Fee Schedule.

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

Section 1. That from and after the effective date of this Ordinance the fees and charges set out in the Proposed Fees attached hereto as Exhibit "A" shall be collected on behalf of the City and added to the City's Master Fee Schedule. Other sections, fees, or charges not referenced in Exhibit "A" shall remain unaffected by this Ordinance until added and/or transferred to the City's Master Fee Schedule. All other fees found in the City's Master Fee Schedule are hereby ratified as if approved herein.

Section 2. Should any portion or part of this ordinance be held for any reason invalid or unenforceable by a court of competent jurisdiction, the same shall not be construed to affect any other valid portion hereof, but all valid portions shall remain in full force and effect.

Section 3. This ordinance shall be effective upon the Second and Final reading.

INTRODUCED and **PASSED** on the first reading on this the 1st day of September, 2026.

PASSED and **APPROVED** on the second and final reading on this the 22 day of September, 2026.

_____
John Cowen, Jr.

ATTEST:

_____
Mayra Rios, City Secretary

City of Brownsville Master Fee Schedule FY 2027

Fee	Description	Existing Fee Amount	Proposed Fee Amount	
Department Name: FIRE DEPARTMENT/EMS				
Supplementary Charges/Meds				
Ambulance Service	Meropenem Injection 1gm/vl box 30mL	-	6.50	New
Department Name: City Secretary Department				
	Fees For Administrative Services			
Notary Services	For Birth Amendments/Campaign Finance Reports from Commission (if needed)	7	10	Increase
Plastic pouch	Customer has the option of purchasing an additional plastic pouch	2	3	Increase
Search Fee	Search for a birth record	23	0	Remove
Search Fee	Search for a death record	21	0	Remove
Fax	Long distance (per page)	1	0	Remove
Burial Transit Permit	Weekdays	10	25	Increase
Burial Transit Permit	Weekends and holidays	25	50	Increase
Vitals Verification	Certified attest that we search a bith or death record	0	20	New
Abstract Fee	the Stated charge us to do an abstract when the person was not born inside the city limets of brownsville	0	5	New
	City Cemetery			
City Cemetery	**Adminisntrative Fee**	0	125	New
City Cemetery	Search fee	15	0	Remove
City Cemetery	Affidavit fee	50	0	Remove
City Cemetery	Interment fee—full body burials	350	750	Increase
City Cemetery	Additional fee required for any interment that occurs on either Saturday or Sunday or the interment concludes after 5:00 pm	175	325	Increase
City Cemetery	Interment fee for cremains burials	75	325	Increase
City Cemetery	Additional fee required for any interment that occurs on either Saturday or Sunday or the interment concludes after 5:00 pm	50	175	Increase
City Cementery Perservation Fee		0	50	New
	Beer/Wine Permits			
Adminisntrative Fees	**New bussines and renewal**	0	125	New
Admininstrative Fees	**Changes on the priginal applications**	0	50	New
Department Name: Brownsville Public Library System/Public Information Services Dept.				
Black Heat Transfer Vinyl	Materials for MakerSpace projects	2.00	-	Remove
White Heat Transfer Vinyl	Materials for MakerSpace projects	2.00	-	Remove
Direct-to-Film Transfer	Materials for MakerSpace projects	-	2.00	New
Sublimation	Materials for MakerSpace projects	-	2.00	New
Department Name: Engineering And Public Works - Landfill				

Fee	Description	Existing Fee Amount	Proposed Fee Amount	
IMSW 1	1 lbs.—300 lbs.	FY26 $9.73 FY27 $10.12 FY28 $10.52 FY29 $10.94	FY27 $10.12 FY28 $10.52 FY29 $10.94	Increase
IMSW 2	301—1,000	FY26 $16.22 FY27 $16.87 FY28 $17.54 FY29 $18.24	FY27 $16.87 FY28 $17.54 FY29 $18.24	Increase
IMSW 3	101—1,999	FY26 $22.71 FY27 $23.62 FY28 $24.56 FY29 $25.54	FY27 $23.62 FY28 $24.56 FY29 $25.54	Increase
IMSW 4	2,000 lbs.	FY26 $32.45 FY27 $33.75 FY28 $35.10 FY29 $36.50	FY27 $33.75 FY28 $35.10 FY29 $36.50	Increase
OMSW1	1 lbs.—300 lbs.	FY26 $17.31 FY27 $18.00 FY28 $18.72 FY29 $19.47	FY27 $18.00 FY28 $18.72 FY29 $19.47	Increase
OMSW2	301—1,000	FY26 $27.04 FY27 $28.12 FY28 $29.24 FY29 $30.41	FY27 $28.12 FY28 $29.24 FY29 $30.41	Increase
OMSW3	101—1,999	FY26 $35.69 FY27 $37.12 FY28 $38.60 FY29 $40.14	FY27 $37.12 FY28 $38.60 FY29 $40.14	Increase
OMSW4	2,000 lbs.	FY26 $45.43 FY27 $47.25 FY28 $49.35 FY29 $51.32	FY27 $47.25 FY28 $49.35 FY29 $51.32	Increase
Special Waste	0 lbs. to 2,000 lbs.	FY26 $38.94 FY27 $40.50 FY28 $42.12 FY29 $43.80	FY27 $40.50 FY28 $42.12 FY29 $43.80	Increase
Tires <16-inch	<16-inch	FY26 $1.08 FY27 $1.12 FY28 $1.16 FY29 $1.21	FY27 $1.12 FY28 $1.16 FY29 $1.21	Increase

Fee	Description	Existing Fee Amount	Proposed Fee Amount	
Truck Tire	Truck Tire	FY26 $5.41 $5.63 FY27 FY28 $5.86 FY29 $6.09	FY27 $5.63 FY28 $5.86 FY29 $6.09	Increase
Tractor Tire	Tractor tire	FY26 $10.82 $11.25 FY27 FY28 $11.70 FY29 $12.17	FY27 $11.25 FY28 $11.70 FY29 $12.17	Increase
Heavy Equipment Tire	Heavy Equipment Tire	FY26 $24.88 $25.88 FY27 FY28 $26.92 FY29 $28.00	FY27 $25.88 FY28 $26.92 FY29 $28.00	Increase
1 Ton Tires	2,000 lbs.	FY26 $216.32 $224.97 FY27 FY28 $233.97 FY29 $243.33	FY27 $224.97 $233.97 FY28 FY29 $243.33	Increase
Compost	Compost for sale 2,000 lbs.	FY26 $48.67 $50.62 FY27 FY28 $52.64 FY29 $54.75	FY27 $50.62 FY28 $52.64 FY29 $54.75	Increase
Mulch	Mulch for sale 2,000 lbs.	FY26 $27.04 $28.12 FY27 FY28 $29.24 FY29 $30.41	FY27 $28.12 FY28 $29.24 FY29 $30.41	Increase
Pallets, firewood, etc.	Wood for sale 2,000 lbs.	FY26 $16.22 $16.87 FY27 FY28 $17.54 FY29 $18.24	FY27 $16.87 FY28 $17.54 FY29 $18.24	Increase
Unloading Fee (flat Beds)	Unloading service	FY26 $54.08 $56.24 FY27 FY28 $58.49 FY29 $60.83	FY27 $56.24 FY28 $58.49 FY29 $60.83	Increase
Uncover Loads fee	Unsecure load	FY26 $10.82 $11.25 FY27 FY28 $11.70 FY29 $12.17	FY27 $11.25 FY28 $11.70 FY29 $12.17	Increase

Fee	Description	Existing Fee Amount	Proposed Fee Amount	
Inside City Clean Brush	Clean Brush from Inside City Limits	FY26 $16.22 $16.87 FY27 FY28 $17.54 FY29 $18.24	FY27 $16.87 FY28 $17.54 FY29 $18.24	Increase
Outside City Clean Brush	Clean Brush from outside City Limits	FY26 $17.31 $18 FY27 FY28 $18.72 FY29 $19.47	FY27 $18 FY28 $18.72 FY29 $19.47	Increase
Department Name: Engineering And Public Works - Engineering				
Stormwater Utility Fee	Special Revenue to address Flooding, Erosion, and Water Quality	0	4.99 - 6.25	New
Department Name:Engineering And Public Works - Traffic				
Temporary Road Closure	Set up Traffic Control (Stand by employee - Per hour)	0	25	New
Rental of Equipment	Flexible delineator or Channelizer with Rubber Base (42")	0	45.5	New
Rental of Equipment	Steel Crowd Control Fence; 3 type of barricades and type A barricades (Lost, Damage)	0	150	New
Street Signs	**Signs FOR new subdivision or replacement**	**Varies—See below**	**Varies—See below**	
Street Signs	Metal Ground Socket TY-A Driveable	0	24	New
Street Signs	Metal Wedge -TY A Driveable	0	7.2	New
Street Signs	Aluminum Sign Blank (Rectangular) 6" x 12"	0	4.6	New
Street Signs	Aluminum Sign Blank (Rectangular) 6" x 18"	0	5.2	New
Street Signs	Aluminum Sign Blank (Rectangular) 9" x 12"	0	7	New
Street Signs	Aluminum Sign Blank (Rectangular) 9" x 24"	0	9	New
Street Signs	Aluminum Sign Blank (Rectangular) 12" x 6"	0	3.1	New
Street Signs	Aluminum Sign Blank (Rectangular) 12" x 18"	0	7.5	New
Street Signs	Aluminum Sign Blank (Rectangular) 12" x 36"	0	15.8	New
Street Signs	Aluminum Sign Blank (Rectangular) 12" x 65"	0	28	New
Street Signs	Aluminum Sign Blank (Rectangular) 15" x 24"	0	13.8	New
Street Signs	Aluminum Sign Blank (Rectangular) 15" x 60"	0	31.9	New

Fee	Description	Existing Fee Amount	Proposed Fee Amount	
Street Signs	Aluminum Sign Blank (Rectangular) 18" x 24"	0	14.8	New
Street Signs	Aluminum Sign Blank (Rectangular) 18" x 36"	0	23.1	New
Street Signs	Aluminum Sign Blank (Rectangular) 24" x 30"	0	25.2	New
Street Signs	Aluminum Sign Blank (Rectangular) 24" x 48"	0	48.9	New
Street Signs	Aluminum Sign Blank (Rectangular) 24" x 60"	0	60.76	New
Street Signs	Aluminum Sign Blank (Rectangular) 30" x 36"	0	46.3	New
Street Signs	Aluminum Sign Blank (Rectangular) 108 x 24"	0	131.5	New
Street Signs	Aluminum Sign Blank (Round) 36"	0	50.7	New
Street Signs	Aluminum Sign Blank (Pentagonal) 30W x 29 H	0	30	New
Street Signs	Aluminum Sign Blank (Pentagonal) 36W x 35 H	0	51	New
Street Signs	Aluminum Sign Blank (Square) 12" x 12"	0	5.6	New
Street Signs	Aluminum Sign Blank (Square) 24" x 24"	0	19.8	New
Street Signs	Aluminum Sign Blank (Square) 30" x 30"	0	31.5	New
Street Signs	Aluminum Sign Blank (Square) 36" x 36"	0	55.4	New
Street Signs	Aluminum Sign Blank (Square) 48" x 48"	0	117	New
Street Signs	Aluminum Sign Blank (Triangle) 24"	0	10.7	New
Street Signs	Aluminum Sign Blank (Triangle) 30"	0	16	New
Street Signs	Face Stop Sign (Octagonal) 24" x 24"	0	18.5	New
Street Signs	Face Stop Sign (Octagonal) 36" x 36"	0	51	New
Department Name: Department of Health, Wellness & Animal Services/Vacant Lots				
Standard Lot 25 ft. × 100 ft.	Grass Height on a standard lot 25 ft. x 100 ft. (18 inches and over) Contracted Services, Varies on Contractor availability	$60.00 - $156.00	70-100	Increase
Standard Lot 50 ft. × 100 ft.	Grass Height on standard lot 50ft x 100 ft (18 inches and over) Contracted Services, Varies on Contractor availability	$65.00 - $169.00	90-125	Increase
Double Lot 100 ft. × 100 ft.	Grass Height on a Double Lot 100 ft. x 100 ft. (18 inches and over) Contracted Services, Varies on Contractor availability	$100.00 - $196.00	120-150	Increase
½-Acre Lot	Grass Height on a 1/2 acre lot (18 inches and over) Contracted Services, Varies on Contractor availability	$150.00 - $212.00	150	Reduction
1-Acre Lot	Grass Height on a 1-Acre lot (18 inches and over) Contracted Services,Varies on Contractor availability	$200.00 - $234.00	200-300	Increase
1½-Acre Lot	Grass Height on a 1 1/2 Acre Lot (18 inches and over) Contracted Services, Varies on Contractor availability	$300.00 - $450.00	250-450	Reduction
2-Acre Lot	Grass Height on a 2 Acre lot (18 inches and over) Contracted Services, Varies on Contractor availability	$350.00 - $510.00	300-600	Redution
2½-Acre Lot	Grass Height on a 2 1/2 Acre lot (18 inches and over) Contracted Services, Varies on Contractor availability	$450.00 - $675.00	350-750	Reduction
3-Acre Lot	Grass Height on a 3 Acre lot (18 inches and over) Contracted Services, Varies on Contractor availability	$500.00 - $730.00	400-900	Reduction
3½-Acre Lot	Grass Height on a 3 1/2 Acre lot (18 inches and over) Contracted Services, Varies on Contractor availability	$550.00 - $885.00	450-1050	Reduction

Fee	Description	Existing Fee Amount	Proposed Fee Amount	
4-Acre Lot	Grass Height on a 4 Acre lot (18 inches and over)Contracted Services, Varies on Contractor availability	$600.00 - $1035.00	550-1200	Increase
½-Acre Lot over 4 Acres	Grass Height on a 1/2 acre lot over 4 Acres (18 inches and over) Contracted Services, Varies on Contractor availability	$175.00 - $186.00	150	Reduction
1-Acre Lot over 4 Acres	Grass Height on 1 Acre Lot over 4 Acres(18 inches and over) Contracted Services, Varies on Contractor availability	$205.00 - $210.00	200-300	Increase
Debris	Light (less than or equal to 1,000 lbs) Contracted Service, Varies on Contractor availability	$170.00 - $325.00	150-200	Reduction
Debris	Moderate(1,001 lbs to 2,500 lbs) Contracted Service, Varies on Contractor availability	$329.00 - $500.00	250	Reduction
Debris	Heavy(2,501 lbs to 5,000 lbs) Contracted Service, Varies on Contractor availability	$381.00 - $750.00	350	Reduction
Debris	Extreme(5,001 lbs to 10,000 lbs) Contracted Service,Varies on Contractor availability	$488.00 - $80000	450	Reduction
Trim	Light (less than or equal to 1,000 lbs) Contracted Service, Varies on Contractor availability	$105.00 - $200.00	150-300	Reduction
Trim	Moderate(1,001 lbs to 2,500 lbs) Contracted Service, Varies on Contractor availability	$130.00 - $300.00	250-350	Reduction
Trim	Heavy(2,501 lbs to 5,000 lbs) Contracted Service, Varies on Contractor availability	$210.00 - $700.00	350-400	Reduction
Trim	Extreme(5,001 lbs to 10,000 lbs) Contracted Service, Varies on Contractor availability	$325.00 - $1000.00	450-500	Reduction
Fees below are added to the cost of any of the above				
Tire Business License	Annual Health Permit	0	100	NEW
Mobile Tire Repair Unit Permit	Annual Health Permit	0	50	NEW
Department Name:Department of Health, Wellness & Animal Services/Foods Division				
Restaurant	1—25 Employees Annual Health Permit	172	250	Increase
Restaurant	26—50 Employees Remove	251	0	Remove
Restaurant	51+ Employees	283	0	Remove
Bakery	1—25 Employees Annual Health Permit	172	250	Increase
Bakery	26—50 Employees	251	0	Remove
Bakery	51+ Employees	283	0	Remove
Tortilleria	1—25 Employees Annual Health Permit	172	250	Increase
Tortilleria	26—50 Employees	251	0	Remove
Tortilleria	51+ Employees	283	0	Remove
Fruit Stand	1—25 Employees Annual Health Permit	172	250	Increase
Fruit Stand	26—50 Employees	251	0	Remove
Fruit Stand	51+ Employees	283	0	Remove
Retail	1—25 Employees Annual Health Permit	172	250	Increase
Retail	26—50 Employees	251	0	Remove
Retail	51+ Employees	283	0	Remove
Day Care	1—25 Employees Annual Health Permit	172	250	Increase
Day Care	26—50 Employees	251	0	Remove
Day Care	51+ Employees	283	0	Remove
Nursing Home	1—25 Employees Annual Health Permit	172	250	Increase
Nursing Home	26—50 Employees	251	0	Remove

Fee	Description	Existing Fee Amount	Proposed Fee Amount	
Nursing Home	51+ Employees	283	0	Remove
Drinking Establishments	New Accounts/Renewals Annual Health Permit	125	250	Increase
Meat Market	1—25 Employees Annual Health Permit	172	250	Increase
Meat Market	26—50 Employees	251	0	Remove
Meat Market	51+ Employees	283	0	Remove
Seafood Market	1—25 Employees Annual Health Permit	172	250	Increase
Seafood Market	26—50 Employees	251	0	Remove
Seafood Market	51+ Employees	283	0	Remove
Raspa/Ice Cream Stand	1—25 Employees Annual Health Permit	172	250	Increase
Raspa/Ice Cream Stand	26—50 Employees	251	0	Remove
Raspa/Ice Cream Stand	51+ Employees	283	0	Remove
Deli	1—25 Employees Annual Health Permit	172	250	Increase
Deli	26—50 Employees	251	0	Remove
Deli	51+ Employees	283	0	Remove
Private Schools	New Accounts/Renewals Annual Health Permit	172	250	Increase
Public Cafeteria	1—25 Employees Annual Health Permit	172	250	Increase
Public Cafeteria	26—50 Employees	251	0	Remove
Public Cafeteria	51+ Employees	283	0	Remove
Catering	1—25 Employees Annual Health Permit	172	250	Increase
Catering	26—50 Employees	251	0	Remove
Catering	51+ Employees	283	0	Remove
Snack Bar	1—25 Employees Annual Health Permit	172	250	Increase
Snack Bar	26—50 Employees	251	0	Remove
Snack Bar	51+ Employees	283	0	Remove
Swimming Pool	New Accounts/Renewal Annual Health Permit	100	200	Increase
Spa	New Accounts/Renewals Annual Health Permit	100	200	Increase
Business w/multi licenses	1—25 Employees Annual Health Permit	172	250	Increase
Business w/multi licenses	26—50 Employees	251	0	Remove
Business w/multi licenses	51+ Employees	283	0	Remove
C1 Mobile Unit Cat—1	New Accounts/Renewals	172	0	Remove
C2 77 Flea Mkt Hot Foods	New Accounts/Renewals	172	0	Remove
C3 77 Flea Mkt Snow Cones	New Accounts/Renewals	172	0	Remove
C4 Pre-Packaged Ice Cream	New Accounts/Renewals	172	0	Remove
C5 Produce—Tortillas	New Accounts/Renewals	172	0	Remove
C6 Annual Retail	New Accounts/Renewals	172	0	Remove
C6 Annual Temp.	Temporary Permit at 77 Flea Market	50	0	Remove
Food Truck Park	New Accounts/Renewals	172	0	Remove
Temporary App.	Temporary Permit Per Stand	25	50	Increase
		50	125	Increase
Temporary Seasonal	6-Month Temporary Permit	50	150	Increase
Temporary Conditional	When Business is Issued a Conditional	50	150	Increase

Fee	Description	Existing Fee Amount	Proposed Fee Amount	
Charro Days Festivities Week Fee	Health Permit during Charro Day festivities for Food Stands	0	75	New
Temporary 14 Day	14-Day Temporary Permit	50	150	Increase
Replacement of Permit	Requesting a Replacement of Permit	25	50	Increase
Change of Business Name and/or Owner	Every Time a Business Changes Business Name and/or Owner (Administrative Fee)	15	50	Increase
Late Fee Charges	30 Days	38	20	Reduction
Late Fee after 30 Days	Monthly Compounded	38	40	Increase
Follow Up Fees	26—50 Employees	75	0	Remove
Follow Up Fees	51+ Employees	85	0	Remove
MIscellanous Fee-C1 Mobile Unit Cat—1	Technology Fee	25	0	Remove
MIscellanous Fee-C2 77 Flea Mkt Hot Foods	Technology Fee	25	0	Remove
MIscellanous Fee-C3 77 Flea Mkt Snow Cones	Technology Fee	25	0	Remove
MIscellanous Fee-C4 Pre-Packaged Ice Cream	Technology Fee	25	0	Remove
MIscellanous Fee-C5 Produce—Tortillas	Technology Fee	25	0	Remove
MIscellanous Fee-C6 Annual Retail	Technology Fee	25	0	Remove
MIscellanous Fee-C6 Annual Temp.	Technology Fee	25	0	Remove
MIscellanous Fee-Food Truck Park	Technology Fee	25	0	Remove
CPM Food Vendor Permit	Annual Health Permit	0	100	New
CPM Temp. Food Vendor Permit	Temp Health Permit	0	50	New
Tobacco/Hookah Lounge Health Permit	Annual Health Permit	0	250	New
Department Name: Department of Health, Wellness & Animal Services/ BARCC Fees				
Euthenasia and Testing (Rabies)	Rabies testing due to animal lab	0	100	New
Individual city license tag	Individual city license tag	4	5	Increase
Individual city license tag (Unaltered)	Individual city license tag for unaltered animals	8	10	Increase
City license tags by roll	City License roll fee for 100 tags	400	500	Increase
Euthanasia	Disposition of animal due to owner request	20	50	Increase
Cremation Services	Communal Cremation Services	0	50	New
Cremation Services	0-20lbs	0	150	New
Cremation Services	21-40lbs	0	250	New

Fee	Description	Existing Fee Amount	Proposed Fee Amount	
Cremation Services	41-70lbs	0	350	New
Cremation Services	71-99lbs	0	450	New
Cremation Services	100-149lbs MAX	0	550	New
Return to owner on the field	Animal running at large Return to Owner on the field	0	25	New
Deceased animal pick up	Picking up deceased owned animal in property	0	25	New
Microchip on the field	Microchip implant on the field	0	10	Increase
Grooming License	Grooming License	50	250	Increase
Pet Store License	Pet Store License	100	250	Increase
Department store License	Department store License	50	250	Increase
Kennels with fewer than 10 animals license	Kennels with fewer than 10 animals license	50	250	Increase
Kennels with 11 to 50 animals license	Kennels with 11 to 50 animals license	75	500	Increase
qw	Grooming License for Mobile Unit	0	250	New
Performing animals license (temporary)	Performing animals license (temporary)	50	500	Increase
Petting Zoo (Temporary-per day)	Petting Zoo (Temporary-per day)	50	100	Increase
Circus (temporary)	Circus (temporary)	100	500	Increase
Late Fee Charges	30 Days	38	20	Reduction
Late Fee after 30 Days	Monthly Compounded	38	40	Increase
Follow Up Fees	Animal Shelter Licensing Follow Up	52	50	Reduction
Miscellaneous-Mobile Unit Grooming	Technology Fee	0	25	New
Department Name: Planning & Redevelopment Services				
WCF Permit	Wireless Communication Facilities/Monopole - Equipment Upgrade, replacement, repairs	0	500	New
	Residential re-roofing			
	Plan checking fees			
	Commercial & Multifamily			
Miscellaneous Fees	Inspections - After Hour	0	300	New
	Historic Preservation			
Historic Preservation Regulation	Over 50,000 sq. ft.	30000	30000	

Fee	Description	Existing Fee Amount	Proposed Fee Amount	
Historic Preservation Regulation	**Demolition / Relocation Review for Accessory Building only**	0	50	New
Historic Preservation Regulation	**Administrative COA**			
Historic Preservation Regulation	Certificate of Appropriateness (Commercial)	0	50	New
Historic Preservation Regulation	Work Started prior receiving a COA	0	500	New
Historic Preservation Regulation	Building permit application within the NRHD (Commercial)	0	75	New
Historic Preservation Regulation	Historic Sign Review	0	50	New
Historic Preservation Regulation	**Historic Preservation Commission Processing Fees**			
Historic Preservation Regulation	Certificate of Appropriateness (Residential)	0	50	New
Historic Preservation Regulation	Certificate of Appropriateness (Commercial)	0	100	New
Historic Preservation Regulation	Work Started prior receiving a COA	0	1000	New
Historic Preservation Regulation	Building permit application within the NRHD (Residential)	0	100	New
Historic Preservation Regulation	Building permit application within the NRHD (Commercial)	0	150	New
Historic Preservation Regulation	Historic Sign Review	0	100	New
Historic Preservation Regulation	**Tax Exemption Designation (first time designation)**	0	100	New
Historic Preservation Regulation	**Determination of non-contributing status (valid for two (2) years)**	0	100	New
	Sign Permit Fees			
Sign Permit	Annual inspection fee	100	0	Remove
Registration	Non-illuminated sign contractors — 1st year	50	0	Remove
Registration	Non-illuminated sign contractors — Renewal	25	0	Remove
Registration	Electrical sign contractors — 1st year	100	0	Remove
Registration	Electrical sign contractors — renewal	50	0	Remove
Registration	Electrical sign service contractor — 1st year	100	0	Remove
Registration	Electrical sign service contractor — Renewal	50	0	Remove
Registration	Billboard sign contractor — 1st year	200	0	Remove
Registration	Billboard sign contractor — Renewal	100	0	Remove
	Network/Pole			
Miscellaneous Fees - C-Addition	Technology Fee	50	250	Increase
Miscellaneous Fees - C-Site Development	Technology Fee	50	250	Increase
Miscellaneous Fees - R-Pool	Technology Fee	25	50	Increase
Miscellaneous Fees - C-Pool	Technology Fee	50	250	increase
Miscellaneous Fees - C-Solar	Technology Fee	50	250	increase
Miscellaneous Fees - Subdivisions	Technology Fee	0	250	New
Miscellaneous Fees - Zoning Processes	Technology Fee	0	150	New
Miscellaneous Fees - Zoning Verification Letter	Technology Fee	0	75	New
	Downtown Fees			

Fee	Description	Existing Fee Amount	Proposed Fee Amount	
Vendor Fee - First Friday	Downtown Brownsville Brick-and-Mortar Business Vendor Fee Outside Market Square	0	0	Remove
Vendor Fee - First Friday	Non-Downtown Brownsville Brick-and-Mortar Business Vendor Fee Outside Market Square	50	25	Reduction
Vendor Fee - First Friday	First Friday Event Tote Bag	0	30	New
Vendor Fee - First Friday	First Friday Event T-Shirt	0	30	new
Department Name: Parks and Recreation Department (PARD)				
Exclusive Park Rental	Not open to the public, for profit and or exclusive use of the rentor.	2500	3000	Increase
Section of Park Rental	Keep park areas of park open to the public, for profit or exclusive use of rentor. Only use specified are	$150 minimum, or $.05 cents per square foot which ever is greater.	0	Remove
Disc Golf Rental	2 Hour Rental Rate	150	100	Reduction
Disc Golf Tournament Rental	Daily Tournament Rental Rate	700	300	Reduction
Disc Golf Disc Rental	Single disc rentals	$2 per disc, $10 Refundable Deposit	0	Remove
Disc Golf Sell	Disc sets for sale	20% mark up	0	Remove
Post Event Cleaning Rate	Assessed if post event is in poor, damaged, or has trash condition	$300 / hour	$50 / per hour	Reduction
Chairs	Per chair, per event/day	0	2	New
Tables	Per table, per event/day	0	5	New
Bike/Ride Events	Flat rate or Per participant, whichever is greater	$300 or $1 per participant	0	Remove
Bike/Ride/Running/Skate Park Events	Bike/Ride/Running events hosted on PARD Property	0	150	New
Non-motorized Watercraft Rentals	Per hour, per craft	15	0	Remove
Non-motorized Watercraft Rentals	**20% mark-up from vendor fee**		**Variable rate**	
Drop-In Fitness	Per Person, Per Day/Use	0	3	New
Portable Restrooms Rentals	Rental of Portable Restrooms-includes two (2) portable restrooms and one (1) handwashing station – per day fee plus $50.00 damaged deposit fee (refundable)	0	150	New
Dignity Trailer	4 hour rental $100.00 damaged deposit fee (refundable)	0	60	New
Dignity Trailer Rental Additional Hour	Fee per additional hour	0	30	New
Transportation Fee (General)	Fee per mile Dignity Trailer travels	0	0.7	New
Dignity Trailer - Cleaning & Restocking	Fee for cleaning and restocking Dignity Trailer	0	100	New
Stage Rentals	Rental of stage—per day fee plus $100.00 damaged deposit (refundable)	600	500	Reduction
Dean Porter Park Resaca deck	Rental reservation of Deck (5 hrs.)	0	500	New
BBQ Oven	4-Hour Rental	150	200	Increase
Bench Advertising	Bench Advertisements Quarterly	350	100	Reduction
Department Name: (PARD) Youth Program & Community Events				
Vendor Fee	Fee per vendor (City Event)	$10 - $200	45	Reduction
General Program Fee	**Fee per participant to cover activity costs (i.e., field trip, t-shirts, etc.)**		**Variable rate**	
Rental	Popcorn Machine	100	0	Remove
Rental	Sound System	100	50	Reduction
Rental	RCP Foyer Furniture Per Piece	100	0	Remove
Parking Lot (I.e., car shows, etc.)	Rental Fee	0	250	New
General Program Fee	Fee per person for general programs offered	5	0	remove
Department Name: (PARD) Aquatics				

Fee	Description	Existing Fee Amount	Proposed Fee Amount	
Lifeguard Instructor in Training (LIIT)	Lifeguard in Training Program	75	0	Remove
Water Safety Instructor Certification Fee	WSI Certification Course	0	75	New
Department Name: Youth Athletics - (Parks Outside of Sports Park)				
Little Dribblers	3 and 4 year old Basketball Jersey included (cost per player)	$35.00 Resident/$40 NonResident	$40.00 Resident/$45 NonResident	Increase
Youth Winter/Spring Basketball	5—12 year old basketball Jersey Included (cost per player)	$45.00 Resident/$50 NonResident	$40.00 Resident/$45 NonResident	Reduction
Youth Summer Basketball	5—18 year old basketball No Jersey Included (cost per player)	$40.00 Resident/$45.00 NonResident	$30.00 Resident/$35.00 NonResident	Reduction
Adult Basketball	Adult basketball season No Jerseys Included (cost per team)	350	300	Reduction
Youth Flag Football	5—12 year old flag football Jersey Included (cost per player)	$55.00 Resident/$60 NonResident	$50.00 Resident/$55 NonResident	Reduction
Youth Fall Volleyball	7—12 year old volleyball Jersey Included (cost per player)	$45.00 Resident/$50 NonResident	$40.00 Resident/$45 NonResident	Reduction
Youth Summer Volleyball	5—18 year old basketball No Jersey Included (cost per player)	$40.00 Resident/$45 NonResident	$30.00 Resident/$35 NonResident	Reduction
Adult Volleyball	Adult volleyball season No Jerseys Included (cost per team)	350	300	reduction
Rental - Skate Park, Splash Pad (excludes Dean Porter),	per rental, per day (avg rental time is 4-6 hours)	0	50	New
Late Registration Fee	Registration after registrationn deadline posted	5	10	increase
Athletic Field Independent Youth & Adult League Fees	Leagues the city does not directly operate (**$10.00 per registrar**) must be a registered with an affiliate organization with board, bylaws, rules & regulations.	$9.50 (maximum $10.00)	10	increase
Athletic Field Independent Adult League Fees	Per Player. Must be a registered with an affiliate organization with board, bylaws, rules & regulations.	25	0	remove
Athletic Field - Non Resident Practice Rate	Practice fees per hour	45	35	reduction
Athletic Field - Residents, Non-Tournament Rate	Event Rental (5 to 8 hours max)	300	0	remove
Athletic Field - Non-Residents, Non-Tournament	Event Rental (5 to 8 hours max)	300	0	remove
Athletic Field - Residents Tournament	Event Rental **(12 hours max) add an additional 30 every extra hour**	400	300	reduction
Gym Independent Youth & Adult League Fees	Leagues the city does not directly operate ($20.00 per registrar) must be a registered with an affiliate organization with board, bylaws, rules & regulations.	0	20	New
Gym Independent Youth League Fees	Leagues the city does not directly operate ($30.00 per registrar) must be a registered with an affiliate organization with board, bylaws, rules & regulations.	0	30	New
Gym - Non-Residents **Practice Rate**	Practice fees per hour	60	45	reduction
Gym - Residents, Non-Tournament	Event Rental (5 to 8 hours max) add an additional $25 every extra hour	300	0	remove
Gym - Non-Residents, Non-Tournament	Event Rental (5 to 8 hours max) add an additional $ 25 every extra hour	400	0	remove
Banner fee (gyms/fields)		0	300 annually, $150 for 6 months per banner	New
Gym Non-Residents, Tournament	Event Rental **(12 hours max) add an additional 45 every extra hour**	900	500	reduction
Overtime Maintenance Fees	Fees for citizens renting a COB facility and requesting personnel (rate per hour)	18	22	increase
Department Name: (PARD) Brownsville Golf Center				
Golf Course Fee	18 Holes (1/2 Cart) - Off Peak, Day	30	0	remove
Golf Course Fee	18 Holes (Walking) - Off Peak, Day	25	0	remove
Golf Course Fee	18 Holes Twilight (1/2 Cart) - Off Peak, Day	25	0	remove
Golf Course Fee	18 Holes Twilight (Walking) - Off Peak, Day	20	0	remove
Golf Course Fee	9 Holes (1/2 Cart) - Off Peak, Day	25	0	remove

Fee	Description	Existing Fee Amount	Proposed Fee Amount	
Golf Course Fee	Vetrans Fee- 4th of July and Veterans Day only	0	20	New
Golf Course Fee active educators (Summer only)	18 holes 1/2 cart	0	30	New
Employee Rate (Active employees)	18 holes Walking (cart not included)	0	20	New
Golf Course Fee	9 Holes (Walking) - Off Peak, Day	15	0	remove
Junior- Day (peak, off peak)	Junior- Day (peak, off peak)	9	15	Increase
Junior - Monthly (peak, off peak)	Junior - Monthly (peak, off peak)	$29, $23	0	Remove
Single - Monthly (peak, off peak)	Single - Monthly (peak, off peak)	$115, $79	0	Remove
Couple - Monthly (peak, off peak)	Couple - Monthly (peak, off peak)	$163, $148	0	Remove
Cart Storage - Monthly	Cart Storage - Monthly	140	0	Remove
Cart Storage & Trail Fee - Monthly	Cart Storage & Trail Fee - Monthly	190	0	Remove
Cart Storage & Trail Fee - 3 Month	Cart Storage & Trail Fee - 3 Month/Saves $55	525	0	Remove
Couple - Annual	Couple - Annual	1719	0	Remove
Family - Annual	Family - Annual	1896	0	Remove
Couple - Annual W/ 1/2 Cart	Couple - Annual W/ 1/2 Cart	1720	0	Remove
Non-Profit Peak Tournament Fee	Non-Profit Peak Tournament Fee	0	26.25	New
Non-Profit Off-Peak Tournament Fee	Non-Profit Off-Peak Tournament Fee	0	22.5	New
Department Name: (PARD) Brownsville Event Center				
Full Complex	8 Hour Rental	7398.44	9248.05	Increase
Palo Alto Grand Ballroom	8 Hour Rental	4756.25	5945.31	Increase
Resaca de la Palma "A"	8 Hour Rental	793.75	992.19	Increase
Major Jacob Brown "B"	8 Hour Rental	793.75	992.19	Increase
Palmito Hill "C"	8 Hour Rental	793.75	992.19	Increase
Charles Stillman "D"	8 Hour Rental	793.75	992.19	Increase
Palo Alto "E"	8 Hour Rental	1585.94	1982.42	Increase
Rooms "AB" or "CD"	8 Hour Rental	1585.94	1982.42	Increase
Rooms "ABE" or "CDE"	8 Hour Rental	3171.88	3964.84	Increase
Conference Room "A"	8 Hour Rental	390.63	488.28	Increase
Conference Room "B"	8 Hour Rental	390.63	244.14	Increase
Conference Room "C"	8 Hour Rental	195.31	244.14	Increase
Conference Rooms "BC"	8 Hour Rental	250	488.28	Increase
Covered Walkway "A"	8 Hour Rental	390.63	488.28	Increase
Covered Walkway "B"	8 Hour Rental	390.63	488.28	Increase
Foyer	8 Hour Rental	390.62	488.28	Increase
Digital Frame	Advertisement for 4 months	700	0	remove
Lavaliere Microphone	AV Equipment	45	25	Reduction
12' x 8 Screen	AV Equipment	0	95	new
10' × 10' Screen	AV Equipment	95	0	Remove
Electrical Extension Cords	AV Equipment	100	10	reduction
Cocktail Tables with Covers	Each	0	15	New
Tiffany Chairs	$2.50 ea. (max 400)	0	2.5	New
Parking Lot	Rental Fee	0	1000	New

Fee	Description	Existing Fee Amount	Proposed Fee Amount	
Department Name: (PARD) Sports Park				
Rental Fees	Lights, All Locations —Per Field—Per Hour	250	0	remove
Rental Fees	Golf Cart Rental per-cart /per-day	0	50	new
Sponsorship/Advertisement				
Parking Fee	Dirt - range based on the event scope/capacity	$5-$9	10	increase
Softball/Baseball Rental Fees				
Rental Fees	Individual Field—Hourly (Practice Only) No Marked Lines	45	40	reduction
Rental Fees	Individual Field - Hourly (Practice Only) Marked	$50 Resident/$60 NonResident	$60 Resident/$70 NonResident	increase
Rental Fees	Tournament Fees—Softball/Baseball - Daily	450	1000	increase
Multisport Fields Complex Rental Fees				
Rental Fees	Full Size MS Field—Hourly (Practice Only) No Marked Lines	45	50	increase
Tournament Fees—MSF Per Field *price will vary based on number of Fields Rented				
Rental Fees	MS Field—Per Field (Tournament)	150	200	Increase
Rental Fees	Full Size MS Youth Sized Field—Per Field (Tournament)	200	0	remove
Rental Fees	Concessions (Weekend Tournaments - If Chosen)	0 Day Resident/$350 Day NonResident	$300 Day Resident/$350 Day NonResident	increase
Artificial Turf Field Rental Fees				
Rental Fees	Hourly (up to 6 hours)—Games/Scrimmages Visitor Seating Only	150	175	increase
Rental Fees	Hourly (up to 6 hours)—Games/Scrimmages Stadium Seating	250	300	increase
Rental Fees	Stadium Seating - All Day Event	$2,500 Resident/$3,000 NonResident	$3,000 Resident/$3,500 NonResident	increase
Rental Fees	Full Stadium Seating—All day Event (6+ hours)	3000	3500	increase
Rental Fees	Locker Rooms	$75 Resident/$80 NonResident	$75 Resident/$80 NonResident	reduction
Dome Rental Fees				
Rental Fees	Full Dome Rental (No Equipment) - hourly	0	150	New
Rental Fees	Deposit for Hourly Rate	0	50	New
Rental Fees	Tournament Rate (12 Hour Block)	750	850	increase
Rental Fees	Deposit for Tournament Rate	0	150	new
Rental Fees	Additional Hours	0	100	new
BSP Walking Trail & Pavilion				
Rental Fees	Bike/Run/Walk Races—Full Shut down of BSP	2500	3000	increase
Rental Fees	Traffic Cone Replacement Fee (every cone lost/damaged after 1st)	10	50	increase
Other Facilities				
Rental Fees	Basketball Court—Hourly Rental	$20 Resident/$30 NonResident Hourly	$30 Resident/$40 NonResident Hourly	increase
Rental Fees	Sand Volleyball Court Tournament (8 hrs)	$350 Resident/$400 NonResident	$400 Resident/$450 NonResident	increase
Rental Fees	Skate Park - Half Day	$150 Resident/$200 NonResident	$200 Resident/$250 NonResident	increase
Rental Fees	Skate Park—Daily Rental	$250 Resident/$300 NonResident	$300 Resident/$350 NonResident	increase
Rental Fees	North Pavilion - (By Sand Volleyball) 4 hours, $75 each additional hour	250	150	reduction
Rental Fees	South Pavilion - (By Playground) 4 hours, $75 each additional hour	Residents/$100 NonResidents Hourly	$250 Residents/$350 NonResidents Hourly	increase
Registration Fees				

Fee	Description	Existing Fee Amount	Proposed Fee Amount	
Department Name: Brownsville South Padre Island International Airport				
	Motor Vehicle Parking Fee Schedule			
Parking	Lost Ticket	0	50	New
Vehicles for Hire Fee	Transportation Network Companies Fee per trip	2	1	Reduction
Department Name: CVB				
Miscellaneous Fees (REMOVE FROM INVENTORY)	Short Sleeve Red BTX Logo T-Shirt	$ 20.00	0	Remove
Miscellaneous Fees	BTX Tote Bag LARGE	$ 30.00	$ 20.00	Reduction
Miscellaneous Fees (REMOVE FROM INVENTORY)	Umbrella	$ 8.00	0	Remove
Miscellaneous Fees	YOUTH T-shirts (XS,S,M,L,XL)	$ 20.00	$ 15.00	Reduction
Miscellaneous Fees (REMOVE FROM INVENTORY)	YOUTH Icon T-Shirt (Red Icon)	$ 20.00	0	Remove
Miscellaneous Fees	ADULT T-shirts (XS,S,M,L,XL,2XL)	$ 20.00	$ 20.00	
Miscellaneous Fees (REMOVE FROM INVENTORY)	ADULT Texas T-shirt (Texas Design)	$ 20.00	0	Remove
Miscellaneous Fees	Mugs	New item	$ 25.00	New
Miscellaneous Fees	Kids T-Shirts (XS,S,M,L,XL)	New item	$ 10.00	New
Miscellaneous Fees	Lapel Pins	New item	$ 3.00	New
Space Fest Vendor Registration Fees	Artisan Vendor	New item	$ 35.00	New
Space Fest Vendor Registration Fees	Food Vendor or Cottage Law	New item	$ 75.00	New
Space Fest Vendor Registration Fees	Food Truck	New item	$ 175.00	New
Miscellaneous Fees	Patches	New item	$ 10.00	New
Miscellaneous Fees	Jackets	New item	$ 75.00	New
Miscellaneous Fees	Magnets	New item	$ 7.00	New
Miscellaneous Fees	Sticker Packets	New item	$ 8.00	New

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Department Name: Municipal Court				
Code 9	Juvenile Expunction	30	30	State Law
Code 4	Record Research	25	25	Standard Charge allowed under State Law
Code 3	Certified Record Check	7	7	Code 1971, § 28-5; 92-1028-A, 9-29-1992)
AF2	Administrative Fee	20	20	State Law
ACCD	Accident Fine	40	40	State Law
ACCFN	Accident Fine	40	40	State Law
AF	Administrative Fee	20	20	State Law
AR	Arrest Fee	5	5	State Law
COCB	County Clerk Bonds	15	15	State Law
FORF	Bond Forfeiture	Based on Violation	Based on Violation	1971 Sec. 66-10
BAT	Breath Alcohol Testing Program	30	30	State Law
CS2	Child Safety Fee	25	25	State Law
CSS	Child Safety Seat	0.15	0.15	State Law
CITY	City Treasury	3	3	State Law
CJFC	Civil Justice Fee Court	0.01	0.01	State Law
CJFS	Civil Justice Fee State	0.09	0.09	State Law
CVC	CVC	15	15	State Law
CVC-2	Compens To Victims Crime Fund	35	35	State Law
CTF	Court Technology Fund	4	4	99-1161-B, § 32-32, 8-24-1999
JCMF	Juvenile Case Manager	5	5	2008-1450-A
TCAF	Teen Court Administrative Fee	10	10	State Law
TCSF	Teen Court surcharge Fee	100	100	State Law
IDF	Indigent Defense Fee	2	2	State Law
S0	Truancy Court Fee	50	50	State Law
CCC04	Consolidated Court Cost	40	40	State Law
CR	Comprehensive Rehab Fund	5	5	State Law
MCBS	Municipal Court Building Sec.	3	3	97-1161-A, § 32-31, 12-16-1997 Sec. 66-13
JCD	Juvenile Crime/Delinquency Act	0.25	0.25	State Law
CCC	Consolidated Court Cost	17	17	State Law
CS	School Crossing Guard Program	20	20	State Law
CJP	Crim Justice Planning Fund	5	5	State Law
CMI	Corrections Management Inst.	0.5	0.5	State Law
DSC	DSC Admin. Fee	9.9	9.9	State Law
OCL	Operators & Chauff. License Fund	75	75	State Law
STF	State Traffic Fee	30	30	State Law
TFC	TFC	3	3	State Law
JCPT	Judicial Pers Training Fund	1	1	State Law
LMJF	Local Municipal Jury Fund	0.10	0.10	State Law
SJRF	State Jury Fee	4	4	State Law
SBBF	Surety Bail Bond Fee/For State	15	15	State Law
TP-L	Time Payment Plan—Local	10	10	State Law
TP-S	Time Payment Plan—State	12.5	12.5	State Law
TP-L-C	Time Payment Plan—Efficiency	2.5	2.5	State Law
TPRF	Time Payment Reimbursement	15	15	State Law
CCC20	Consolidated Court Cost 2020	62	62	State Law
DSC20	DSC Administration Fee	10	10	State Law
LMCTF	Local Court Technology Fund	4	4	99-1161-B, § 32-32, 8-24-1999
TPF-C	Truancy Prevention Fund—City	1	1	State Law
TPF-S	Truancy Prevention Fund—State	1	1	State Law
LTPDF	Local Training Prevention Fund	5	5	State Law
STF19	State Traffic Fee	50	50	State Law
LMCBSF	Local Building Security Fund	4.90	4.90	97-1161-A, § 32-31, 12-16-1997 Sec. 66-13
WRNTFE	Warrant Fee	50	50	State Law
FA	Fugitive Apprehension	5	5	State Law
FINE	Fine	279	279	State Law
	False Alarms			

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
ALRM	Number of False Alarms (6—12)	50	50	Code 1971, § 5-12 Sec. 42-37
	Number of False Alarms (13—20)	100	100	Code 1971, § 5-12 Sec. 42-37
	False Alarms 21 and over	250	250	Code 1971, § 5-12 Sec. 42-37
BOOT	Boot Fee	50	50	92-1256, § 1(32-264a.4), 6-9-1992
JFCI	Judicial Fee City	0.60	0.60	State Law
JFCT	Judicial Fee State	3.4	3.4	State Law
LEMI	Law Enforcement Mgmt. Institute	0.5	0.5	State Law
LEOA	Law Enforcement OFC Administration	1	1	State Law
GR	State General Fund	2.5	2.5	State Law
TLFTA2, TLFTA 3	OmniBase Reimbursement Fee	10	10	State Law
LYDAF	Juvenile Delinquency Prevention and Graffiti Eradication Fine	50	50	State Law
JIRF	Jury Impaneling Reimburesement Fee	Actual costs incurred for impaneling	Actual costs incurred for impaneling	State Law
COL2	Third Party Collections	30% of unpaid fines, fees and costs	30% of unpaid fines, fees and costs	State Law
Department Name: Finance Department				
Returned Checks	When a check has been returned to the City's account as Insufficient Funds (NSF), the City will notify the issuer of the check. A cash payment plus a $30.00 NSF check charge is due and payable immediately. If customer does not pay NSF amount, services if any, will be canceled.	30	30	
Credit Card Processing Fees	Credit/Debit card processing fees will be passed on to the end customer when paying with a Credit/Debit card. The percentage range is based on the merchant services provider for each department.	0%-5%	0%-5%	
Department Name: FIRE DEPARTMENT/EMS				
Ambulance Service	BLS Non-Emergency	850	850	2010-1202 Sec. 42-101
Ambulance Service	BLS Emergency	1,200	1,200	2010-1202 Sec. 42-101
Ambulance Service	ALS Non-Emergency	850	850	2010-1202 Sec. 42-101
Ambulance Service	ALS Emergency	1,200	1,200	2010-1202 Sec. 42-101
Ambulance Service	Specialty Care	2,000	2,000	2010-1202 Sec. 42-102
Ambulance Service	ALS 2 Emergency	1,400	1,400	2010-1202 Sec. 42-101
	Additional Charges			
Ambulance Service	Per Mile	25	25	2010-1202 Sec. 42-101
Ambulance Service	Waiting Time Per Hour	100	100	2010-1202 Sec. 42-101
Ambulance Service	No Transport No Treatment (Refusal)	75	75	2010-1202 Sec. 42-101
Ambulance Service	No Transport With Treatment	200	200	2010-1202 Sec. 42-101
Ambulance Service	Stand By	150	150	2010-1202 Sec. 42-102
Ambulance Service	Additional Attendant	150	150	2010-1202 Sec. 42-101
Ambulance Service	Courtesy Assistance fee	25	25	2010-1202 Sec. 42-101
Supplementary Charges/Meds				
Ambulance Service	12 Lead ECG	80	80	2010-1202 Sec. 42-101
Ambulance Service	Airtraq Regular	50	50	2010-1202 Sec. 42-101
Ambulance Service	Airtraq Small	50	50	2010-1202 Sec. 42-101
Ambulance Service	Airtraq Pediatric	50	50	2010-1202 Sec. 42-101
Ambulance Service	Airways Oral/Nasal	20	20	2010-1202 Sec. 42-101
Ambulance Service	Albuterol	40	40	2010-1202 Sec. 42-101
Ambulance Service	Amiodarone	25	25	2010-1202 Sec. 42-101
Ambulance Service	Ammonia Inhalant	1.50	1.50	2010-1202 Sec. 42-101
Ambulance Service	Aspirin	2.50	2.50	2010-1202 Sec. 42-101
Ambulance Service	Atropine Sulfate	16	16	2010-1202 Sec. 42-101
Ambulance Service	Atrovent	1.50	1.50	2010-1202 Sec. 42-101
Ambulance Service	Backboard/Immobilizer	24	24	2010-1202 Sec. 42-101
Ambulance Service	Band aids	0.75	0.75	2010-1202 Sec. 42-101
Ambulance Service	Betadine	4	4	2010-1202 Sec. 42-101

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Ambulance Service	Bretylium	16	16	2010-1202 Sec. 42-101
Ambulance Service	Burn/Trauma sheets	16	16	2010-1202 Sec. 42-101
Ambulance Service	Butterfly needle	5	5	2010-1202 Sec. 42-101
Ambulance Service	Calcium Chloride 100mg/mL	15	15	2010-1202 Sec. 42-101
Ambulance Service	Cervical Collar	32	32	2010-1202 Sec. 42-101
Ambulance Service	Cold/Hot packs	5	5	2010-1202 Sec. 42-101
Ambulance Service	CO2 Detector	13.5	13.5	2010-1202 Sec. 42-101
Ambulance Service	CPAP	66	66	2010-1202 Sec. 42-101
Ambulance Service	D5 5 ML	5	5	2010-1202 Sec. 42-101
Ambulance Service	D50 W 50 ML	16	16	2010-1202 Sec. 42-101
Ambulance Service	Dextrostix	4	4	2010-1202 Sec. 42-101
Ambulance Service	Diazepam	24	24	2010-1202 Sec. 42-101
Ambulance Service	Diltiazem 5mg/mL	36	36	2010-1202 Sec. 42-101
Ambulance Service	Diphenhydramine HCL 50 MG	16	16	2010-1202 Sec. 42-101
Ambulance Service	Dopamine HCL 400 MG/10 ML	16	16	2010-1202 Sec. 42-101
Ambulance Service	ECG Defib Pads	78	78	2010-1202 Sec. 42-101
Ambulance Service	ECG Electrodes	16	16	2010-1202 Sec. 42-101
Ambulance Service	ECG Tracing	40	40	2010-1202 Sec. 42-101
Ambulance Service	Endotracheal tube holder	8.5	8.5	2010-1202 Sec. 42-101
Ambulance Service	Endotracheal tube	40	40	2010-1202 Sec. 42-101
Ambulance Service	Epinephrine 1 MG /10 ML	16	16	2010-1202 Sec. 42-101
Ambulance Service	Etomidate 2mg/ML	10	10	2010-1202 Sec. 42-101
Ambulance Service	IO needles	150	150	2010-1202 Sec. 42-101
Ambulance Service	Fentanyl .50 mg/ml 2 ML	12	12	2010-1202 Sec. 42-101
Ambulance Service	Furosemide up to 20 mg	16	16	2010-1202 Sec. 42-101
Ambulance Service	Gastric tubes	18	18	2010-1202 Sec. 42-101
Ambulance Service	Gauze Pad 4 × 4	1.5	1.5	2010-1202 Sec. 42-101
Ambulance Service	Gauze Pad 5 × 9	1.5	1.5	2010-1202 Sec. 42-101
Ambulance Service	Gauze Sponges/Kerlix	4	4	2010-1202 Sec. 42-101
Ambulance Service	Gloves	2.5	2.5	2010-1202 Sec. 42-101
Ambulance Service	Glucose Oral gel	16	16	2010-1202 Sec. 42-101
Ambulance Service	Hydrogen Peroxide	4	4	2010-1202 Sec. 42-101
Ambulance Service	Hubber point needle	6.5	6.5	2010-1202 Sec. 42-101
Ambulance Service	Infusion normal saline 1,000 cc	16	16	2010-1202 Sec. 42-101
Ambulance Service	Infusion normal saline 250 cc	16	16	2010-1202 Sec. 42-101
Ambulance Service	Injection Adenosine 12 mg	120	120	2010-1202 Sec. 42-101
Ambulance Service	Injection Adenosine 6 mg	78	78	2010-1202 Sec. 42-101
Ambulance Service	Injection Epinephrine 1 ml	16	16	2010-1202 Sec. 42-101
Ambulance Service	Intubation Procedures	24	24	2010-1202 Sec. 42-101
Ambulance Service	Invasive needles	5	5	2010-1202 Sec. 42-101
Ambulance Service	Ipecac 5 cc	4	4	2010-1202 Sec. 42-101
Ambulance Service	IV Admin	24	24	2010-1202 Sec. 42-101
Ambulance Service	IV Catheter	5	5	2010-1202 Sec. 42-101
Ambulance Service	IV Heplock	20	20	2010-1202 Sec. 42-101
Ambulance Service	IV prep kit	16	16	2010-1202 Sec. 42-101
Ambulance Service	IV saline lock	20	20	2010-1202 Sec. 42-101
Ambulance Service	IV set	24	24	2010-1202 Sec. 42-101
Ambulance Service	IV drip set	24	24	2010-1202 Sec. 42-101
Ambulance Service	Ketolorac	14	14	2010-1202 Sec. 42-101
Ambulance Service	Labelatol	21	21	2010-1202 Sec. 42-101
Ambulance Service	Lactated Ringers 500mL bag	14.5	14.5	2010-1202 Sec. 42-101
Ambulance Service	Lidocaine bolus HCL 50 cc	16	16	2010-1202 Sec. 42-101
Ambulance Service	Lidocaine drip 2 gm/500 ml	16	16	2010-1202 Sec. 42-101
Ambulance Service	LMA	30	30	2010-1202 Sec. 42-101
Ambulance Service	MAST/PASG	40	40	2010-1202 Sec. 42-101
Ambulance Service	Magnesium sulfate per 500 mg	16	16	2010-1202 Sec. 42-101
Ambulance Service	Meropenem Injection 1gm/vl box 30mL	-	6.50	

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Ambulance Service	Morphine sulfate 10 mg	22	22	2010-1202 Sec. 42-101
Ambulance Service	Nalbuphine hydrochloride 10 mg	16	16	2010-1202 Sec. 42-101
Ambulance Service	Naloxone Hydrochloride 1 mg	16	16	2010-1202 Sec. 42-101
Ambulance Service	Nasal Airway 20FR	5	5	2010-1202 Sec. 42-101
Ambulance Service	Nasal Airway 22FR	5	5	2010-1202 Sec. 42-101
Ambulance Service	Nasal Airway 24FR	5	5	2010-1202 Sec. 42-101
Ambulance Service	Nasal Airway 26FR	5	5	2010-1202 Sec. 42-101
Ambulance Service	Nasal Airway 28FR	5	5	2010-1202 Sec. 42-101
Ambulance Service	Nasal Airway 30FR	5	5	2010-1202 Sec. 42-101
Ambulance Service	Nasal Airway 32FR	5	5	2010-1202 Sec. 42-101
Ambulance Service	Nasal Airway 34FR	5	5	2010-1202 Sec. 42-101
Ambulance Service	Nasal Airway 36FR	5	5	2010-1202 Sec. 42-101
Ambulance Service	Nebulizer	10	10	2010-1202 Sec. 42-101
Ambulance Service	NTG 0.4 tablets	16	16	2010-1202 Sec. 42-101
Ambulance Service	OB kit	16	16	2010-1202 Sec. 42-101
Ambulance Service	Occlusive dressing	2	2	2010-1202 Sec. 42-101
Ambulance Service	Organ/crew	90	90	2010-1202 Sec. 42-101
Ambulance Service	Oxygen mask/cannula adm	40	40	2010-1202 Sec. 42-101
Ambulance Service	Oral airways 40mm	1	1	2010-1202 Sec. 42-101
Ambulance Service	Oral airways 60mm	1	1	2010-1202 Sec. 42-101
Ambulance Service	Oral airways 80mm	1	1	2010-1202 Sec. 42-101
Ambulance Service	Oral airways 100mm	1	1	2010-1202 Sec. 42-101
Ambulance Service	Procainamide HCL 1 gm Bolus	16	16	2010-1202 Sec. 42-101
Ambulance Service	Procainamide HCL 1 gm drip	16	16	2010-1202 Sec. 42-101
Ambulance Service	Rocuronium 10MG/ML	58	58	2010-1202 Sec. 42-101
Ambulance Service	Sodium Bicarbonate per cc	2.7	2.7	2010-1202 Sec. 42-101
Ambulance Service	Specialty stand by	150	150	2010-1202 Sec. 42-101
Ambulance Service	Sterile Saline	8.5	8.5	2010-1202 Sec. 42-101
Ambulance Service	Sterile water irrigation 250 ml	8.5	8.5	2010-1202 Sec. 42-101
Ambulance Service	Sterile water up to 5 cc	6	6	2010-1202 Sec. 42-101
Ambulance Service	Stopcock extension	4.2	4.2	2010-1202 Sec. 42-101
Ambulance Service	Succinylcholine 200 mg	7	7	2010-1202 Sec. 42-101
Ambulance Service	Suction Catheter yankauer	40	40	2010-1202 Sec. 42-101
Ambulance Service	Syringe 20 cc	5	5	2010-1202 Sec. 42-101
Ambulance Service	Syringe 5 cc	5	5	2010-1202 Sec. 42-101
Ambulance Service	Syringe 10 cc	5	5	2010-1202 Sec. 42-101
Ambulance Service	Syringe 1 cc	5	5	2010-1202 Sec. 42-101
Ambulance Service	Syringe 30 cc	5	5	2010-1202 Sec. 42-101
Ambulance Service	Syringe 3 cc	5	5	2010-1202 Sec. 42-101
Ambulance Service	Syringe 60 cc	5	5	2010-1202 Sec. 42-101
Ambulance Service	Tape	4	4	2010-1202 Sec. 42-101
Ambulance Service	TB Mask	5	5	2010-1202 Sec. 42-101
Ambulance Service	Thiamine 100 mg	16	16	2010-1202 Sec. 42-101
Ambulance Service	Traction Splint	32	32	2010-1202 Sec. 42-101
Ambulance Service	Tranexamic Acid 100 mg/mL	8	8	2010-1202 Sec. 42-101
Ambulance Service	Trauma dressing	16	16	2010-1202 Sec. 42-101
Ambulance Service	Triangular bandage	2	2	2010-1202 Sec. 42-101
Ambulance Service	Versed	8.4	8.4	2010-1202 Sec. 42-101
Ambulance Service	Zofran	4	4	2010-1202 Sec. 42-101
Ambulance Service	IV Admin set 83in Y Type 10 Drop	15	15	2010-1202 Sec. 42-101
Ambulance Service	QinFlow Warrior Compact Disposable	140	140	2010-1202 Sec. 42-101
Ambulance Service	Whole blood per unit 500mL	530	530	2010-1202 Sec. 42-101
Department Name: Mobile Integrated Healthcare				
Mobile Integrated Healthcare	Mobile Integrated Healthcare Specialty care fee	150	150	
Mobile Integrated Healthcare	Mobile Integrated Healthcare Specialty care fee after hours	400	400	

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Department Name: Fire Prevention				
Prevention	New sprinkler system or addition permit fee (1—200 heads)	100	100	2006-1288 Sec. 50-73
Prevention	New sprinkler system or addition permit fee per head (201 or more)	0.5	0.5	2006-1288 Sec. 50-73
Prevention	New sprinkler system or addition permit fee max. (over 3,000 heads)	1500	1500	2006-1288 Sec. 50-73
Prevention	Major sprinkler system (underground fire line permit)	100	100	2006-1288 Sec. 50-73
Prevention	Review of sprinkler, site and fire alarm plans per hr. (Min. 2 hrs. for sprinkler plans)	50	50	2006-1288 Sec. 50-73
Prevention	Underground storage tanks per tank	50	50	2006-1288 Sec. 50-73
Prevention	Underground storage tanks over 10,000 gal.	75	75	2006-1288 Sec. 50-73
Prevention	Plan review/inspections after hours per hour	50	50	2006-1288 Sec. 50-73
Prevention	Hospital/nursing home inspections 1st annual insp.	200	200	2006-1288 Sec. 50-73
Prevention	Hospital/nursing home inspections ea. addt'l	50	50	2006-1288 Sec. 50-73
Prevention	Day care	50	50	2006-1288 Sec. 50-73
Prevention	Foster home	30	30	2006-1288 Sec. 50-73
Prevention	Retest fee for sprinklers and alarm per test	40	40	2006-1288 Sec. 50-73
Prevention	Re-schedule fees (cancellations)	50	50	2006-1288 Sec. 50-73
Prevention	Lab/clinics	100	100	2006-1288 Sec. 50-73
Prevention	Temporary food stands per stand/per day	10	10	2006-1288 Sec. 50-73
Prevention	Aboveground storage tanks	75	75	2006-1288 Sec. 50-73
Prevention	Aboveground storage tanks over 10,000 gal.	100	100	2006-1288 Sec. 50-73
Prevention	Burning permits	75	75	2006-1288 Sec. 50-73
Prevention	Bon fire permits	100	100	2006-1288 Sec. 50-73
Prevention	Bon fire permits with truck	200	200	2006-1288 Sec. 50-73
Prevention	Fixed pipe extinguishing inspection	40	40	2006-1288 Sec. 50-73
Prevention	Underground fire line, sprinkler system and fire alarm inspection	100	100	2006-1288 Sec. 50-73
Prevention	Fireworks display permit	200	200	2006-1288 Sec. 50-73
Prevention	Environmental research	50	50	2006-1288 Sec. 50-73
Prevention	Fire reports	10	10	2006-1288 Sec. 50-73
Prevention	Review evacuation route and fire drills	50	50	2006-1288 Sec. 50-73
Prevention	Pressure test fuel oil lines	50	50	2006-1288 Sec. 50-73
Prevention	Certificate of occupancy inspection up to 1,500 sq. ft.	30	30	2006-1288 Sec. 50-73
Prevention	Certificate of occupancy inspection over 1,500 sq. ft.	50	50	2006-1288 Sec. 50-73
Prevention	Apartment inspection fee up to 20 units	100	100	2006-1288 Sec. 50-73
Prevention	Apartment inspection fee over 20 units	200	200	2006-1288 Sec. 50-73
Prevention	Warehouse and bonded warehouse inspections	200	200	2006-1288 Sec. 50-73
Prevention	Re-inspection fee	50	50	2006-1288 Sec. 50-73
Prevention	Fire safety equipment demonstration for business and commercial occupancies	100	100	2006-1288 Sec. 50-73
Prevention	Fire safety/truck presentation	100	100	2006-1288 Sec. 50-73
Prevention	Fire alarms 2nd call thereafter Commercial	200	200	2006-1288 Sec. 50-73
Prevention	Fire alarms 2nd call thereafter Residential	50	50	2006-1288 Sec. 50-73
Prevention	Vehicle in covered mall permit	15	15	2006-1288 Sec. 50-73
Prevention	Motorcycle in covered mall permit	10	10	2006-1288 Sec. 50-73
Prevention	Fire alarm permit	50	50	2006-1288 Sec. 50-73
Prevention	Fire alarm modification permit /Device (1—9)	5	5	2006-1288 Sec. 50-73
Prevention	Fire alarm modification permit/Device (10—200)	50	50	2006-1288 Sec. 50-73
Prevention	Sprinkler modification permit /Head (1—9)	5	5	2006-1288 Sec. 50-73
Prevention	Sprinkler modification permit Heads (10—2,000)	50	50	2006-1288 Sec. 50-73
Prevention	Liquid propane gas tank permit	50	50	2006-1288 Sec. 50-73
Prevention	Temporary aboveground flammable liquid tank permit	50	50	2006-1288 Sec. 50-73
Prevention	Temporary aboveground flammable liquid tank permit Temp. B 180 days	75	75	2006-1288 Sec. 50-73
Prevention	Temporary aboveground flammable liquid tank permit Temp. C 1 year	100	100	2006-1288 Sec. 50-73
Prevention	Commercial inspections (by request, non-C.O.) under 1,500 sq. ft.	30	30	2006-1288 Sec. 50-73
Prevention	Commercial inspections (by request, non-C.O.) under 1,500 sq. ft.	50	50	2006-1288 Sec. 50-73
Prevention	Detention facilities (up to 3 inspections per year per facility) per yr./per facility	200	200	2006-1288 Sec. 50-73
Prevention	Detention facilities (up to 3 inspections per year per facility) ea. addt'l. insp.	50	50	2006-1288 Sec. 50-73
Prevention	Temporary structures (tents, portable buildings) (Non-food stands—Permit valid for 1 year from date purchased)	30	30	2006-1288 Sec. 50-73
Prevention	Hotel/motel inspections	100	100	2006-1288 Sec. 50-73

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Prevention	Circus/carnivals (per food stand for the duration of the stay)	30	30	2006-1288 Sec. 50-73
Prevention	Copies of CD involving fire investigation photos	10	10	2006-1288 Sec. 50-73
Prevention	Copies of fire investigation cases per page	0.1	0.1	2006-1288 Sec. 50-73
Department Name: Fire Marshal's Office				
	Apparatus			
Fire Billing	Class A pumper, per hour, per unit	500	500	2002-1392 Sec. 50-154
Fire Billing	Aerial apparatus, per hour, per unit	650	650	2002-1392 Sec. 50-154
Fire Billing	Tanker apparatus, per hour, per unit	400	400	2002-1392 Sec. 50-154
Fire Billing	Booster truck, per hour, per unit	300	300	2002-1392 Sec. 50-154
Fire Billing	Heavy rescue truck, per hour, per unit	625	625	2002-1392 Sec. 50-154
Fire Billing	Command unit, each	250	250	2002-1392 Sec. 50-154
Fire Billing	Rescue boat, per hour, per unit	200	200	2002-1392 Sec. 50-154
Fire Billing	Fire boat, per hour, per unit	350	350	2002-1392 Sec. 50-154
Fire Billing	Equipment truck, per hour, per unit	300	300	2002-1392 Sec. 50-154
Fire Billing	Midi-pumper, per hour, per unit	350	350	2002-1392 Sec. 50-154
Fire Billing	Squad truck, per hour, per unit	150	150	2002-1392 Sec. 50-154
Fire Billing	Rehab unit, per hour, per unit	125	125	2002-1392 Sec. 50-154
Fire Billing	Staff vehicle, per hour, per unit	100	100	2002-1392 Sec. 50-154
Fire Billing	Haz-mat truck, each	400	400	2002-1392 Sec. 50-154
	Personnel			
Fire Billing	Firefighter, per hour, per individual	35	35	2002-1392 Sec. 50-154
Fire Billing	Haz-mat tech, each	40	40	2002-1392 Sec. 50-154
Fire Billing	Haz-mat operation, each	35	35	2002-1392 Sec. 50-154
Fire Billing	Haz-mat specialist, each	65	65	2002-1392 Sec. 50-154
Fire Billing	Haz-mat awareness, each	12	12	2002-1392 Sec. 50-154
Fire Billing	Fire inspector, each	100	100	2002-1392 Sec. 50-154
Fire Billing	Fire investigator, each	125	125	2002-1392 Sec. 50-154
Fire Billing	Dive team	200	200	2002-1392 Sec. 50-154
Fire Billing	Haz-mat incident command	75	75	2002-1392 Sec. 50-154
	Equipment Truck, Per Hour			
Fire Billing	Plat head axe, each	22	22	2002-1392 Sec. 50-154
Fire Billing	Pick axe, each	22	22	2002-1392 Sec. 50-154
Fire Billing	Water extinguisher, each	22	22	2002-1392 Sec. 50-154
Fire Billing	Chain saw, per hour	45	45	2002-1392 Sec. 50-154
Fire Billing	Generator, per hour	55	55	2002-1392 Sec. 50-154
Fire Billing	Sheetrock pike pole, each	22	22	2002-1392 Sec. 50-154
Fire Billing	Piercing nozzle, each	40	40	2002-1392 Sec. 50-154
Fire Billing	Bolt cutters, each	22	22	2002-1392 Sec. 50-154
Fire Billing	Pry axe, each	22	22	2002-1392 Sec. 50-154
Fire Billing	Hooligan tool, each	22	22	2002-1392 Sec. 50-154
Fire Billing	PPV fan, per hour	55	55	2002-1392 Sec. 50-154
Fire Billing	C02 extinguisher, each	45	45	2002-1392 Sec. 50-154
Fire Billing	Dry chemical extinguisher, each	45	45	2002-1392 Sec. 50-154
Fire Billing	Foam eductor, each	50	50	2002-1392 Sec. 50-154
Fire Billing	Gas plug kit, each	50	50	2002-1392 Sec. 50-154
Fire Billing	1¾-inch fire hose	137.5	137.5	2002-1392 Sec. 50-154
Fire Billing	Pike pole, each	22	22	2002-1392 Sec. 50-154
Fire Billing	SCBA, each	85	85	2002-1392 Sec. 50-154
Fire Billing	SCBA mask, each	365	365	2002-1392 Sec. 50-154
Fire Billing	Long pike pole, each	22	22	2002-1392 Sec. 50-154
Fire Billing	Salvage cover, each	28	28	2002-1392 Sec. 50-154
Fire Billing	Hall runner, each	18	18	2002-1392 Sec. 50-154
Fire Billing	Portable tank, each	75	75	2002-1392 Sec. 50-154
Fire Billing	Spreaders, each	250	250	2002-1392 Sec. 50-154
Fire Billing	Cutters, each	250	250	2002-1392 Sec. 50-154
Fire Billing	Rams, each	250	250	2002-1392 Sec. 50-154

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Fire Billing	Air bag, each	200	200	2002-1392 Sec. 50-154
Fire Billing	K-12 saw, each	55	55	2002-1392 Sec. 50-154
Fire Billing	Ajax tool, each	22	22	2002-1392 Sec. 50-154
Fire Billing	K-tool, each	22	22	2002-1392 Sec. 50-154
Fire Billing	Door unlocking set, each	12.5	12.5	2002-1392 Sec. 50-154
Fire Billing	Windshield tool, each	12.5	12.5	2002-1392 Sec. 50-154
Fire Billing	Rescue rope, per foot	1.25	1.25	2002-1392 Sec. 50-154
Fire Billing	Utility rope, per foot	0.85	0.85	2002-1392 Sec. 50-154
Fire Billing	Webbing, per foot	0.65	0.65	2002-1392 Sec. 50-154
Fire Billing	Carabiner, each	2.5	2.5	2002-1392 Sec. 50-154
Fire Billing	Figure 8, each	6.5	6.5	2002-1392 Sec. 50-154
Fire Billing	Brake bar rack, each	6.5	6.5	2002-1392 Sec. 50-154
Fire Billing	Pulley, each	6.5	6.5	2002-1392 Sec. 50-154
Fire Billing	Ascender, each	6.5	6.5	2002-1392 Sec. 50-154
Fire Billing	Tripod, each	225	225	2002-1392 Sec. 50-154
Fire Billing	Rescue harness, each	22	22	2002-1392 Sec. 50-154
Fire Billing	Full body harness, each	65	65	2002-1392 Sec. 50-154
Fire Billing	1-inch redline	175	175	2002-1392 Sec. 50-154
Fire Billing	1½-inch attack line	110	110	2002-1392 Sec. 50-154
Fire Billing	2½-inch attack line	155	155	2002-1392 Sec. 50-154
Fire Billing	3-inch supply line	215	215	2002-1392 Sec. 50-154
Fire Billing	4-inch supply line	625	625	2002-1392 Sec. 50-154
Fire Billing	5-inch supply line	750	750	2002-1392 Sec. 50-154
Fire Billing	1-inch fog nozzle	650	650	2002-1392 Sec. 50-154
Fire Billing	1½-inch—1¾-inch fog nozzle	800	800	2002-1392 Sec. 50-154
Fire Billing	2½-inch fog nozzle	1200	1200	2002-1392 Sec. 50-154
Fire Billing	2½-inch playpipe	1100	1100	2002-1392 Sec. 50-154
Fire Billing	M/S fog nozzle	55	55	2002-1392 Sec. 50-154
Fire Billing	M/S straight tip	30	30	2002-1392 Sec. 50-154
Fire Billing	Foam nozzle, each	55	55	2002-1392 Sec. 50-154
Fire Billing	Scene lights, each	22	22	2002-1392 Sec. 50-154
Fire Billing	Pry bar, each	22	22	2002-1392 Sec. 50-154
Fire Billing	Flapper, each	15	15	2002-1392 Sec. 50-154
Fire Billing	Fire rake, each	15	15	2002-1392 Sec. 50-154
Fire Billing	Water vest, each	30	30	2002-1392 Sec. 50-154
Fire Billing	Shovel, each	15	15	2002-1392 Sec. 50-154
Fire Billing	Portable fire pump, per hour	95	95	2002-1392 Sec. 50-154
Fire Billing	Floating pump, per hour	65	65	2002-1392 Sec. 50-154
Fire Billing	Port-a Power	55	55	2002-1392 Sec. 50-154
Fire Billing	8-foot attic ladder, each	187	187	2002-1392 Sec. 50-154
Fire Billing	10-foot attic ladder, each	245	245	2002-1392 Sec. 50-154
Fire Billing	12-foot roof ladder, each	300	300	2002-1392 Sec. 50-154
Fire Billing	14-foot roof ladder, each	325	325	2002-1392 Sec. 50-154
Fire Billing	24-foot extension ladder, each	605	605	2002-1392 Sec. 50-154
Fire Billing	35-foot extension ladder, each	1150	1150	2002-1392 Sec. 50-154
Fire Billing	A-frame ladder, each	355	355	2002-1392 Sec. 50-154
Fire Billing	Fire broom, each	15	15	2002-1392 Sec. 50-154
Fire Billing	Stokes basket, each	65	65	2002-1392 Sec. 50-154
Fire Billing	Drum dolly, each	30	30	2002-1392 Sec. 50-154
Fire Billing	Containment reservoir, each	25	25	2002-1392 Sec. 50-154
Fire Billing	5-gallon pump sprayer, each	22.5	22.5	2002-1392 Sec. 50-154
Fire Billing	Tool box, each	45	45	2002-1392 Sec. 50-154
Fire Billing	Aim 250	275	275	2002-1392 Sec. 50-154
Fire Billing	Aim 500	300	300	2002-1392 Sec. 50-154
Fire Billing	Heat detector, each	85	85	2002-1392 Sec. 50-154
Fire Billing	Binoculars, each	20	20	2002-1392 Sec. 50-154
Fire Billing	Box lights, each	30	30	2002-1392 Sec. 50-154

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Fire Billing	Drager unit, each	165	165	2002-1392 Sec. 50-154
Fire Billing	Drager tubes, per box 10	85	85	2002-1392 Sec. 50-154
Fire Billing	Dive BCD, each	475	475	2002-1392 Sec. 50-154
Fire Billing	Dive mask, each	75	75	2002-1392 Sec. 50-154
Fire Billing	Fins, pair	45	45	2002-1392 Sec. 50-154
Fire Billing	Gloves, pair	25	25	2002-1392 Sec. 50-154
Fire Billing	Dive boots, pair	25	25	2002-1392 Sec. 50-154
Fire Billing	Dive tank, each	385	385	2002-1392 Sec. 50-154
Fire Billing	Dive weight belt, each	35	35	2002-1392 Sec. 50-154
Fire Billing	Dive weight, each	5	5	2002-1392 Sec. 50-154
Fire Billing	Dive regulator, each	265	265	2002-1392 Sec. 50-154
Fire Billing	Dive high pressure hose, each	45	45	2002-1392 Sec. 50-154
Fire Billing	Dive first stages	175	175	2002-1392 Sec. 50-154
Fire Billing	Dive flag, each	20	20	2002-1392 Sec. 50-154
Fire Billing	Dive buoy, each	25	25	2002-1392 Sec. 50-154
Fire Billing	Dive rope, per foot	0.75	0.75	2002-1392 Sec. 50-154
Fire Billing	Dive knife, each	45	45	2002-1392 Sec. 50-154
Fire Billing	Dive flashlight, each	145	145	2002-1392 Sec. 50-154
Fire Billing	Dive gauge, each	200	200	2002-1392 Sec. 50-154
Fire Billing	Bee suit, each	195	195	2002-1392 Sec. 50-154
Fire Billing	Aim 3000	325	325	2002-1392 Sec. 50-154
Fire Billing	Haz-mat pump, each	30	30	2002-1392 Sec. 50-154
Fire Billing	Light tower, each	95	95	2002-1392 Sec. 50-154
Fire Billing	4-inch—8-inch culvert plug, each	38	38	2002-1392 Sec. 50-154
Fire Billing	8-inch—16-inch culvert plug, each	65	65	2002-1392 Sec. 50-154
Fire Billing	12-inch—24-inch culvert plug, each	98	98	2002-1392 Sec. 50-154
Fire Billing	20-inch—39-inch culvert plug, each	220	220	2002-1392 Sec. 50-154
Fire Billing	Culvert plug controller, each	85	85	2002-1392 Sec. 50-154
Fire Billing	Electrical cord reel, each	50	50	2002-1392 Sec. 50-154
Fire Billing	Electrical junction box, each	50	50	2002-1392 Sec. 50-154
Fire Billing	Handheld radio, each	1800	1800	2002-1392 Sec. 50-154
Fire Billing	Pager, each	450	450	2002-1392 Sec. 50-154
Fire Billing	Voice amplifier, each	25	25	2002-1392 Sec. 50-154
Fire Billing	Gas detector, each	375	375	2002-1392 Sec. 50-154
Fire Billing	Hurst tool hose set, each	450	450	2002-1392 Sec. 50-154
Fire Billing	Air bag Secunet, each	65	65	2002-1392 Sec. 50-154
Fire Billing	McLeod tool, each	25	25	2002-1392 Sec. 50-154
Fire Billing	Pulaski tool, each	25	25	2002-1392 Sec. 50-154
Fire Billing	High water rescue equip	250	250	2002-1392 Sec. 50-154
	Miscellaneous Fees			
Fire Billing	Dispatch fee	80	80	2002-1392 Sec. 50-154
Fire Billing	Minor extrication	175	175	2002-1392 Sec. 50-154
Fire Billing	Major extrication	350	350	2002-1392 Sec. 50-154
Fire Billing	Administration fee	75	75	2002-1392 Sec. 50-154
Fire Billing	False alarm charge	150	150	2002-1392 Sec. 50-154
Fire Billing	Cool pack, each	10	10	2002-1392 Sec. 50-154
Fire Billing	Heat pack, each	10	10	2002-1392 Sec. 50-154
Fire Billing	Air bottle staging mat, each	25	25	2002-1392 Sec. 50-154
Fire Billing	Cellular phone, per ¼ hour	15	15	2002-1392 Sec. 50-154
Fire Billing	Flux brush, each	2	2	2002-1392 Sec. 50-154
Fire Billing	Wire brush, each	5	5	2002-1392 Sec. 50-154
Fire Billing	Class D fire extinguisher, each	35	35	2002-1392 Sec. 50-154
Fire Billing	Expandable rubber ring, each	3.75	3.75	2002-1392 Sec. 50-154
Fire Billing	Rubber feet, pair	5	5	2002-1392 Sec. 50-154
Fire Billing	Foam rubber pad, each	5	5	2002-1392 Sec. 50-154
Fire Billing	Foam rubber wedge, each	5	5	2002-1392 Sec. 50-154
Fire Billing	Rubber hose, per foot	0.85	0.85	2002-1392 Sec. 50-154

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Fire Billing	Hose clamp, each	2	2	2002-1392 Sec. 50-154
Fire Billing	Putty knife, each	2.5	2.5	2002-1392 Sec. 50-154
Fire Billing	Utility knife, each	3.5	3.5	2002-1392 Sec. 50-154
Fire Billing	Emergency services fee	250	250	2002-1392 Sec. 50-154
Fire Billing	Lead wool, each	10	10	2002-1392 Sec. 50-154
Fire Billing	Fiberglass mesh, each	10	10	2002-1392 Sec. 50-154
Fire Billing	Air hose, each	25	25	2002-1392 Sec. 50-154
Fire Billing	Nuts, each	0.5	0.5	2002-1392 Sec. 50-154
Fire Billing	Bolts, each	0.5	0.5	2002-1392 Sec. 50-154
Fire Billing	Medical supplies	45	45	2002-1392 Sec. 50-154
Fire Billing	Litmus paper, roll	18	18	2002-1392 Sec. 50-154
Fire Billing	Chemical classifier strip, each	20	20	2002-1392 Sec. 50-154
Fire Billing	pH paper, each	6	6	2002-1392 Sec. 50-154
Fire Billing	Galvanized plug, each	2.5	2.5	2002-1392 Sec. 50-154
Fire Billing	Rubber plug, each	2	2	2002-1392 Sec. 50-154
Fire Billing	Steel tapered plug, each	2	2	2002-1392 Sec. 50-154
Fire Billing	Rubber mallet, each	12	12	2002-1392 Sec. 50-154
Fire Billing	Steel threaded plug, each	2	2	2002-1392 Sec. 50-154
Fire Billing	¾-inch sheet rubber, each	15	15	2002-1392 Sec. 50-154
Fire Billing	Sheet steel, each	15	15	2002-1392 Sec. 50-154
Fire Billing	Road flares, each	2	2	2002-1392 Sec. 50-154
Fire Billing	Pipe wrench, each	18	18	2002-1392 Sec. 50-154
Fire Billing	Adjustable wrench, each	15	15	2002-1392 Sec. 50-154
Fire Billing	Waste bag, each	5	5	2002-1392 Sec. 50-154
Fire Billing	Thread seal tape, roll	2	2	2002-1392 Sec. 50-154
Fire Billing	Electrical tape, roll	2	2	2002-1392 Sec. 50-154
Fire Billing	Strap, each	5	5	2002-1392 Sec. 50-154
Fire Billing	Spray bottle, each	5	5	2002-1392 Sec. 50-154
Fire Billing	Penny cutter scissors, pair	5	5	2002-1392 Sec. 50-154
Fire Billing	25-foot water hose, each	20	20	2002-1392 Sec. 50-154
Fire Billing	Station uniform, each	52	52	2002-1392 Sec. 50-154
Fire Billing	Polyurethane mat 4-foot × 4-foot, each	85	85	2002-1392 Sec. 50-154
	Materials			
Fire Billing	Absorbent, per bag	17.5	17.5	2002-1392 Sec. 50-154
Fire Billing	Absorbent pads, per 100	85	85	2002-1392 Sec. 50-154
Fire Billing	Absorbent booms, 10-foot, each	35	35	2002-1392 Sec. 50-154
Fire Billing	15-gallon salvage drum, each	60	60	2002-1392 Sec. 50-154
Fire Billing	30-gallon salvage drum, each	75	75	2002-1392 Sec. 50-154
Fire Billing	55-gallon salvage drum, each	90	90	2002-1392 Sec. 50-154
Fire Billing	30-gallon overpack drum, each	65	65	2002-1392 Sec. 50-154
Fire Billing	55-gallon overpack drum, each	90	90	2002-1392 Sec. 50-154
Fire Billing	Drum liner, each	10	10	2002-1392 Sec. 50-154
Fire Billing	Lite-Dri, per 50-pound bag	20	20	2002-1392 Sec. 50-154
Fire Billing	Top-Sol	35	35	2002-1392 Sec. 50-154
Fire Billing	Barricade tape, roll	22	22	2002-1392 Sec. 50-154
Fire Billing	Decon soap, each	12.5	12.5	2002-1392 Sec. 50-154
Fire Billing	Poly sheeting, roll	55	55	2002-1392 Sec. 50-154
Fire Billing	Plug and patch kit, each	35	35	2002-1392 Sec. 50-154
Fire Billing	Duct tape, roll	10	10	2002-1392 Sec. 50-154
Fire Billing	Sand bag, each	2.5	2.5	2002-1392 Sec. 50-154
Fire Billing	Epoxy, 5-minute, each	10	10	2002-1392 Sec. 50-154
Fire Billing	Epoxy 10 tac, each	10	10	2002-1392 Sec. 50-154
Fire Billing	Petroseal, 40x can	15	15	2002-1392 Sec. 50-154
	Chemicals			
Fire Billing	AFFF foam, per gallon	37.5	37.5	2002-1392 Sec. 50-154
Fire Billing	Protein foam, per gallon	12.5	12.5	2002-1392 Sec. 50-154
Fire Billing	Class A foam, per gallon	22	22	2002-1392 Sec. 50-154

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Fire Billing	Light water, per gallon	22	22	2002-1392 Sec. 50-154
Fire Billing	Super-All 38, per gallon	22	22	2002-1392 Sec. 50-154
Fire Billing	Microblaze, per gallon	35	35	2002-1392 Sec. 50-154
Fire Billing	Microblaze, per 5 gallons	145.5	145.5	2002-1392 Sec. 50-154
Fire Billing	Aquaseal, 40x can	15	15	2002-1392 Sec. 50-154
Fire Billing	Terrazyme	75	75	2002-1392 Sec. 50-154
Fire Billing	Microbes, per packet	17.5	17.5	2002-1392 Sec. 50-154
	Protective Equipment			
Fire Billing	Disposable coverall, each	22	22	2002-1392 Sec. 50-154
Fire Billing	Level B suit, each	165	165	2002-1392 Sec. 50-154
Fire Billing	Level A suit, each	725	725	2002-1392 Sec. 50-154
Fire Billing	Neoprene gloves, pair	17.5	17.5	2002-1392 Sec. 50-154
Fire Billing	Butyl gloves, pair	32	32	2002-1392 Sec. 50-154
Fire Billing	Nitrile gloves, pair	17.5	17.5	2002-1392 Sec. 50-154
Fire Billing	Latex gloves, pair	5.5	5.5	2002-1392 Sec. 50-154
Fire Billing	Overboots, pair	22	22	2002-1392 Sec. 50-154
Fire Billing	Boot covers, pair	12.5	12.5	2002-1392 Sec. 50-154
Fire Billing	Disposable goggles, pair	14	14	2002-1392 Sec. 50-154
Fire Billing	Helmet, each	195	195	2002-1392 Sec. 50-154
Fire Billing	Nomex hood, each	28	28	2002-1392 Sec. 50-154
Fire Billing	Bunker coat, each	465	465	2002-1392 Sec. 50-154
Fire Billing	Bunker pants, each pair	395	395	2002-1392 Sec. 50-154
Fire Billing	FF boots, pair	140	140	2002-1392 Sec. 50-154
Fire Billing	FF gloves, pair	55	55	2002-1392 Sec. 50-154
Fire Billing	Pass alarm, each	250	250	2002-1392 Sec. 50-154
Fire Billing	Chemical boots, pair	85	85	2002-1392 Sec. 50-154
Fire Billing	Ear plugs, box of 200	35	35	2002-1392 Sec. 50-154
Fire Billing	Haz-mat jump suit, each	22	22	2002-1392 Sec. 50-154
Fire Billing	Nomex jump suit, each	175	175	2002-1392 Sec. 50-154
Department : Training Division				
	Fire Courses and Related	**Hours**	**Price per person**	
Training	Basic Firefighting Academy	4 months	4500	2022-1623-A
Training	SCBA Course	4	50	2022-1623-A
Training	Dry Chem. Ops	8	75	2022-1623-A
Training	Specialized SCBA Course	24	200	2022-1623-A
Training	Apparaus Operations	24	200	2022-1623-A
Training	Burn Tower (live burns)	8	135	2022-1623-A
Training	Propane Burns *	8	150	2022-1623-A
Training	Specialized Live Burns *	8	150	2022-1623-A
Training	Specialized Courses with Burns	16	150	2022-1623-A
Training	Fire Officer (I, II, III)	80	250	2022-1623-A
Training	Driver/Pump Operator	40	300	2022-1623-A
Training	Aerial Operator	40	300	2022-1623-A
Training	HAZMAT Tech	80	1000	2022-1623-A
Training	Wildland FF	40	450	2022-1623-A
Training	Fire Inspector	80	600	2022-1623-A
Training	Confinded Space	40	1000	2022-1623-A
Training	USUAS (drone ops)	40	750	2022-1623-A
Training	Dive ops./rescue	32	400	2022-1623-A
Training	Low Angle Rescue	32	400	2022-1623-A
Training	High Angle Rescue	32	400	2022-1623-A
Training	Incident Command	32	400	2022-1623-A
Training	Forcible Entry	8	100	2022-1623-A
Training	Miscellaneous (custom 8 hr)	8	100	2022-1623-A
Training	Misc. (custom 16 hr)	16	200	2022-1623-A
	Medical Courses and Related			

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Training	Stop the Bleed	4	25	2022-1623-A
Training	BLS	8	65	2022-1623-A
Training	ACLS	16	200	2022-1623-A
Training	PALS	16	200	2022-1623-A
Training	AMLS	16	225	2022-1623-A
Training	PHTLS	16	225	2022-1623-A
Training	TCCC	16	225	2022-1623-A
Training	TECC	16	225	2022-1623-A
Training	EVOS	16	225	2022-1623-A
Training	Emergency Medical Tech. (EMT)	327	1400	2022-1623-A
pricing does not include books needed for class				
Department Name: City Secretary Department				
	Fees For Administrative Services			
Notary Services	For Birth Amendments/Campaign Finance Reports from Commission (if needed)	7	10	2016-1220 Sec. 2-432
Notary Services	Additional notary signature	1	1	2016-1220 Sec. 2-432
Certified Birth Record	Customer purchases a certified copy of birth record (State Fee)	23	23	2016-1220 Sec. 2-432
Certified Death Record	Customer purchases a certified copy of death record	20	20	2016-1220 Sec. 2-432
Additional Death Record	Customer has the option of purchasing additional copies of death record at the time of sale *ONLY*	3	3	2016-1220 Sec. 2-432
Preservation Fee	Preservation fee is charged to every birth/death record request	1	1	HSC § 191.0045(d), (e), (f), (g), (h)
Plastic pouch	Customer has the option of purchasing an additional plastic pouch	2	3	2020-1673
Search Fee	Search for a birth record	23	0	2020-1673
Search Fee	Search for a death record	21	0	2020-1673
Fax	Long distance (per page)	1	0	2016-1220 Sec. 2-432
Burial Transit Permit	Weekdays	10	25	2016-1220 Sec. 2-432
Burial Transit Permit	Weekends and holidays	25	50	2016-1220 Sec. 2-432
Vitals Verification	Certified attest that we search a bith or death record	0	20	new charge
Abstract Fee	the Stated charge us to do an abstract when the person was not born inside the city limets of brownsville	0	5	new charge
	Public Information Fees (City Attorney Office)			
Copy Chargers	Standard paper copy	0.1	0.1	2016-1220 Sec. 2-432
Copy Chargers	Oversized paper 11" × 17" cost per page	0.5	0.5	2016-1220 Sec. 2-432
Copy Chargers	Non-standard-sized copies (DVD)	3	3	2016-1220 Sec. 2-432
Copy Chargers	Blueline/blueprint paper cost per sheet	5	5	2016-1220 Sec. 2-432
Personnel charges	Search fee cost per hour	15	15	2016-1220 Sec. 2-432
Personnel charges	Programming personnel cost per hour	28.5	28.5	2016-1220 Sec. 2-432
Personnel charges	Miscellaneous supplies	actual cost	actual cost	2016-1220 Sec. 2-432
Personnel charges	Postage/shipping charges	actual cost	actual cost	2016-1220 Sec. 2-432
Personnel charges	Photographs	actual cost	actual cost	2016-1220 Sec. 2-432
Other charges	Outsourced or contracted service	actual cost	actual cost	2016-1220 Sec. 2-432
Other charges	Overhead charge (% of charges incurred)	0.2	0.2	2016-1220 Sec. 2-432
	City Cemetery			
City Cemetery	**Adminisntrative Fee**	0	125	
City Cemetery	Search fee	15	0	2016-1220 Sec. 2-432
City Cemetery	Affidavit fee	50	0	2017-1627 Sec. 26-2
City Cemetery	Interment fee—full body burials	350	750	2017-1627 Sec. 26-2
City Cemetery	Additional fee required for any interment that occurs on either Saturday or Sunday or the interment concludes after 5:00 pm	175	325	2017-1627 Sec. 26-2
City Cemetery	Interment fee for cremains burials	75	325	2017-1627 Sec. 26-2
City Cemetery	Additional fee required for any interment that occurs on either Saturday or Sunday or the interment concludes after 5:00 pm	50	175	2017-1627 Sec. 26-2
City Cementery Perservation Fee		0	50	
	Beer/Wine Permits			
Adminisntrative Fees	**New bussines and renewal**	0	125	
Admininstrative Fees	**Changes on the priginal applications**	0	50	
Beer & Wine	Brewer's License (BW)	1500	1500	2021-1696

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Beer & Wine	Distiller's and Rectifier's Permit (D)	1500	1500	2021-1696
Beer & Wine	Winery Permit (G)	75	75	2021-1696
Beer & Wine	Out-of State Winery Direct Shipper's Permit (DS)	N/A (Out-of-State)	N/A (Out-of-State)	2021-1696
Beer & Wine	Nonresident Brewer's License (BN)	N/A (Out-of-State)	N/A (Out-of-State)	2021-1696
Beer & Wine	Nonresident Seller's Permit (S)	150	150	2021-1696
Beer & Wine	General Distributor's License (BB)	300	300	2021-1696
Beer & Wine	Wholesalers Permit (W)	1875	1875	2021-1696
Beer & Wine	General Class B Wholesaler's Permit (X)	300	300	2021-1696
Beer & Wine	Mixed Beverage Permit and Mixed Beverage w/ Food & Beverage Certificate (FB) required (MB) - *ORIGINAL*	EXEMPT	EXEMPT	2021-1696
Beer & Wine	Mixed Beverage Permit and Mixed Beverage w/ Food & Beverage Certificate (FB) required (MB) - *1ST RENEWAL*	1125	1125	2021-1696
Beer & Wine	Mixed Beverage Permit and Mixed Beverage w/ Food & Beverage Certificate (FB) required (MB) - *2ND RENEWAL*	1500	1500	2021-1696
Beer & Wine	Mixed Beverage Permit and Mixed Beverage w/ Food & Beverage Certificate (FB) required (MB) - *3RD RENEWAL*	750	750	2021-1696
Beer & Wine	Wine and Malt Beverage (BG) (previously known as a Wine and Beer Retailer's Permit) *Every county EXCEPT Bexar, Dallas, Harris and Tarrant counties*	175	175	2021-1696
Beer & Wine	Wine and Malt Beverage Retailer's Off-Premise Permit (BQ) (previously known as Wine and Beer Retailer's Off-Premise Permit)	60	60	2021-1696
Beer & Wine	(Malt Beverage) Retail Dealer's On-Premise License (BE) *Every county EXCEPT Bexar, Dallas, Harris, and Tarrant counties*	150	150	2021-1696
Beer & Wine	(Malt Beverage) Retail Dealer's Off-Premise License (BF)	60	60	2021-1696
Beer & Wine	Private Club Registration Permit (N)	EXEMPT	EXEMPT	2021-1696
Beer & Wine	Private Club Malt Beverage and Wine Permit (NB)	EXEMPT	EXEMPT	2021-1696
Beer & Wine	Private Club Exemption Certificate (NE)	EXEMPT	EXEMPT	2021-1696
Beer & Wine	Package Store Permit (P)	500	500	2021-1696
Beer & Wine	Wine-Only Package Store Permit (Q)	75	75	2021-1696
Beer & Wine	Passenger Transportation Permit (TR)	EXEMPT	EXEMPT	2021-1696
Beer & Wine	Consumer Delivery Permit (CD)	No fee established in Code on 8/31/2021	No fee established in Code on 8/31/2021	2021-1696
Beer & Wine	Bonded Warehouse Permit (J/JD)	150	150	2021-1696
Beer & Wine	Manufacturer's Agent's Warehousing Permit (AW)	750	750	2021-1696
Beer & Wine	Carrier's Permit (C)	EXEMPT	EXEMPT	2021-1696
Beer & Wine	Promotional Permit (PR)	300	300	2021-1696
Beer & Wine	Third-Party Local Cartage Permit (ET)	EXEMPT	EXEMPT	2021-1696
Beer & Wine	Branch Distributor's License (BC)	75	75	2021-1696
Beer & Wine	Forwarding Center Authority (FC)	Not a license or permit so local fee is not authorized	Not a license or permit so local fee is not authorized	2021-1696
Beer & Wine	Brewer's Self-Distribution License (SD) *(consolidation of manufacturer's Self-Distribution License and Brewer's Self-Distribution Permit)*	600	600	2021-1696
Beer & Wine	Brewpub License (BP)	500	500	2021-1696
Beer & Wine	Food and Beverage Certificate (FB)	Not a license or permit so local fee is not authorized	Not a license or permit so local fee is not authorized	2021-1696
Beer & Wine	Late Hours Certificate (LH) *(consolidation of a Mixed Beverage Late Hours Permit, Private Club Late Hours Permit, and a Retail Dealer's On-Premise Late Hours License)*	Not a license or permit so local fee is not authorized	Not a license or permit so local fee is not authorized	2021-1696
Beer & Wine	Local Distributor's Permit (LP)	100	100	2021-1696
Beer & Wine	Water Park Permit (WP)	30	30	2021-1696
Department Name: Police				

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Records	CD	1	1	Texas Admin. Code Ch. 70
Records	DVD	3	3	Texas Admin. Code Ch. 70
Records	Copy over 50 pages	0.1	0.1	Texas Admin. Code Ch. 70
Records	Subpoena	10	10	Texas Admin. Code Ch. 70
Records	Accident Report	6	6	V.T.C.A., Transportation Code Sec. 550.065
Records	Body Cam	10	10	Texas Admin. Code Ch. 70
Records	Footage of body cam $1.00/min	1	1	Texas Admin. Code Ch. 70
Records	Certified report	2	2	Texas Admin. Code Ch. 70
Records	Color Mugshot	2	2	Texas Admin. Code Ch. 70
Records	Alarm permit (New or Renewal)	10	10	1971 Sec. 42-67
Records	Alarm permit after July XX	5	5	1971 Sec. 42-67
Records	Alarm permit for Hospitals/Banks	250	250	1971 Sec. 42-67
Records	Letter Fee (Wrecker fee)	10	10	Texas Admin. Code Ch. 70
Records	Background Record Check	7	7	Texas Admin. Code Ch. 70
Records	Certified Letter	5	5	Texas Admin. Code Ch. 70
Records	Solicitation fees	5	5	Texas Admin. Code Ch. 70
Records	Labor (locating, compiling reproducing information)	$15.00/hr	$15.00/hr	Texas Admin. Code Ch. 70
Records	Programming	$28.50/hr	$28.50/hr	Texas Admin. Code Ch. 70
Wrecker Permit Fee	The permit issued pursuant to this article will run from January 1 to December 31, and the annual fee for each permit holder shall be $325.00	325	325	City Ord. Sec. 110-64
Wrecker Fees	One time only collision haul fee for any vehicle up to but not including a 2½-ton bobtail truck	325	325	City Ord. Sec. 110-128 (a.1)
Wrecker Fees	Each hour, not to include the first hour, spent by each wrecker at the scenewhere thevehicle is picked up, same time spent due to the nature of the particular type of haul.	35	35	City Ord. Sec. 110-128 (a.2)
Wrecker Fees	Use of dollies	35	35	City Ord. Sec. 110-128 (a. 3)
Wrecker Fees	Use of additional wrecker due to particular type of haul	35	35	City Ord. Sec. 110-128 (a. 4)
Wrecker Fees	Removal of waste or debris generated by the collision, not including the first hour	25	25	City Ord. Sec. 110-128 (a.5)
Wrecker Fees	Storage of towed vehicles, per day (no charge if vehicle is stored for less than 24hours)	20	20	City Ord. Sec. 110-128 (a.6)
Wrecker Fees	Preservation of a stored motor vehicle (one time only)	10	10	City Ord. Sec. 110-128 (a.7)
Wrecker Fees	Impoundment fee .....$ 20.00	20	20	City Ord. Sec. 110-128 (a.8)
Wrecker Fees	Collision haul, 2½-ton trucks	425	425	City Ord. Sec. 110-128 (b.1)
Wrecker Fees	Each hour, not to include the first hour, spent by each wrecker at the scene where the vehicle is picked up, same time spent due to the nature of the particular type of haul for 2½-ton trucks	115	115	City Ord. Sec. 110-128 (b.2)
Wrecker Fees	Use of additional wrecker due to particular type of haul, 2½-ton trucks	115	115	City Ord. Sec. 110-128 (b.3)
Wrecker Fees	Removal of waste or debris generated by the collision, not including the first hour	25	25	City Ord. Sec. 110-128 (b.4)
Wrecker Fees	Preservation of a stored motor vehicle	10	10	City Ord. Sec. 110-128 (b. 5)
Wrecker Fees	Collision haul 18-wheel tractor-trailer and use of additional wrecker due to particulartype of haul, 18-wheel tractor-trailer	750	750	City Ord. Sec. 110-128 (c. 1)
Wrecker Fees	Removal of waste or debris generated by the collision, not including the first hour (per hour)	50	50	City Ord. Sec. 110-128 (c. 2)
Wrecker Fees	Storage of towed 18-wheel tractor-trailer, per day (if longer than 25 feet)	35	35	City Ord. Sec. 110-128 (c. 3)
Wrecker Fees	Preservation of a stored motor vehicle	10	10	City Ord. Sec. 110-128 (c. 4)
Wrecker Fees	Impoundment fee	20	20	City Ord. Sec. 110-128 (c. 5)
Wrecker Fees	Rollover vehicle (any type)	250	250	City Ord. Sec. 110-128 (3. a)
Wrecker Fees	Winch	150	150	City Ord. Sec. 110-128 (3. b)
Wrecker Fees	Vehicle in ditch	250.00	250.00	City Ord. Sec. 110-128 (3. c)
Wrecker Fees	Waiting time (J.P.), per hour	50.00	50.00	City Ord. Sec. 110-128 (3. d)
Wrecker Fees	Labor (miscellaneous), (take pictures, if possible)	$150.00 up to $250.00	$150.00 up to $250.00	City Ord. Sec. 110-128 (3. e)
Wrecker Fees	City administration fee	25.00	25.00	City Ord. Sec. 110-131
Department Name: Brownsville Public Library System/Public Information Services Dept.				
Lost Material Fee	When a patron loses an item we charge the cost of the item	$0.00—$1,000.00	$0.00—$1,000.00	94-1272 Sec. 62-71

Fee	Description		Existing Fee Amount		Proposed Fee Amount		Ordinance #
Damaged Material Fee	When a patron returns an item damaged beyond repair we charge the cost of the item		$0.00—$1,000.00		$0.00—$1,000.00		94-1272 Sec. 62-71
Processing Fee	This added on top of the cost of the item lost or damaged to cover the fee to process the item		2.00		2.00		94-1272 Sec. 62-71
Lost Card Fee	When a patron loses their library card and require a new one		1.00		1.00		94-1272 Sec. 62-71
Meeting Room Fee Non-Profit	The rental fee for a 2-hour period for a non-profit organization (501(c)(3) required)		$15.00 - $30.00		$15.00 - $30.00		94-1272 Sec. 62-71
Meeting Room Fee Non-Profit All Day	The rental fee for a 8-hour period for a non-profit organization (501(c)(3) required)		$30.00 - $75.00		$30.00 - $75.00		94-1272 Sec. 62-71
Meeting Room Fee	The rental fee for a 2-hour period for a group that do not identify as non-profit		$30.00 - $60.00		$30.00 - $60.00		94-1272 Sec. 62-71
Meeting Room Fee All Day	The rental fee for a 8-hour period for a group that do not identify as non-profit		$60.00 - $200.00		$60.00 - $200.00		94-1272 Sec. 62-71
Meeting Room Dirty Facilities Fee Non-Profit	If the meeting room is left in disarray there is ⅓th charge of the original fee (for nonprofit)		$3.00 - $15.00		$3.00 - $15.00		94-1272 Sec. 62-71
Meeting Room Dirty Facilities Fee	If the meeting room is left in disarray there is ⅓th charge of the original fee		$6.00 - $40.00		$6.00 - $40.00		94-1272 Sec. 62-71
Meeting Room Time Over Fee Non-Profit	If the meeting runs later than initial booking there is ⅓th charge of the original fee for every 30 minutes the meeting runs late (for non-profit)		$3.00 - $15.00		$3.00 - $15.00		94-1272 Sec. 62-71
Meeting Room Time Over Fee	If the meeting runs later than initial booking there is ⅓th charge of the original fee for every 30 minutes the meeting runs late		$6.00 - $40.00		$6.00 - $40.00		94-1272 Sec. 62-71
Copy/Print Black & White Single Sided	Copies or Prints in Black and White single sided charged per page		0.10		0.10		94-1272 Sec. 62-71
Copy/Print Black & White Double Sided	Copies or Prints in Black and White double sided charged per page		0.20		0.20		94-1272 Sec. 62-71
Copy/Print Color Single Sided	Copies or Prints in Color single sided charged per page		0.25		0.25		94-1272 Sec. 62-71
Copy/Print Color Double Sided	Copies or Prints in Color double sided charged per page		0.50		0.50		94-1272 Sec. 62-71
Heat Transfer Paper	Materials for MakerSpace projects		2.00		2.00		94-1272 Sec. 62-71
Poster Printing	Materials for MakerSpace projects		$1.00 - $3.00		$1.00 - $3.00		94-1272 Sec. 62-71
Black Heat Transfer Vinyl	Materials for MakerSpace projects		2.00		-		94-1272 Sec. 62-71
White Heat Transfer Vinyl	Materials for MakerSpace projects		2.00		-		94-1272 Sec. 62-71
Direct-to-Film Transfer	Materials for MakerSpace projects		-		2.00		94-1272 Sec. 62-71
Sublimation	Materials for MakerSpace projects		-		2.00		94-1272 Sec. 62-71
Filament - per gram	Materials for MakerSpace projects		0.15		0.15		94-1272 Sec. 62-71
Department Name: Engineering And Public Works - Landfill							
IMSW 1	1 lbs.—300 lbs.	FY26 $9.73	FY27 $10.12	FY28 $10.52 FY29 $10.94	FY27 $10.12	FY28 $10.52 FY29 $10.94	2005-856 Sec. 82-37
IMSW 2	301—1,000	FY26 $16.22	FY27 $16.87	FY28 $17.54 FY29 $18.24	FY27 $16.87	FY28 $17.54 FY29 $18.24	2005-856 Sec. 82-37
IMSW 3	101—1,999	FY26 $22.71	FY27 $23.62	FY28 $24.56 FY29 $25.54	FY27 $23.62	FY28 $24.56 FY29 $25.54	2005-856 Sec. 82-37
IMSW 4	2,000 lbs.	FY26 $32.45	FY27 $33.75	FY28 $35.10 FY29 $36.50	FY27 $33.75	FY28 $35.10 FY29 $36.50	2005-856 Sec. 82-37
OMSW1	1 lbs.—300 lbs.	FY26 $17.31	FY27 $18.00	FY28 $18.72 FY29 $19.47	FY27 $18.00	FY28 $18.72 FY29 $19.47	2005-856 Sec. 82-37
OMSW2	301—1,000	FY26 $27.04	FY27 $28.12	FY28 $29.24 FY29 $30.41	FY27 $28.12	FY28 $29.24 FY29 $30.41	2005-856 Sec. 82-37
OMSW3	101—1,999	FY26 $35.69	FY27 $37.12	FY28 $38.60 FY29 $40.14	FY27 $37.12	FY28 $38.60 FY29 $40.14	2005-856 Sec. 82-37
OMSW4	2,000 lbs.	FY26 $45.43	FY27 $47.25	FY28 $49.35 FY29 $51.32	FY27 $47.25	FY28 $49.35 FY29 $51.32	2005-856 Sec. 82-37
Special Waste	0 lbs. to 2,000 lbs.	FY26 $38.94	FY27 $40.50	FY28 $42.12 FY29 $43.80	FY27 $40.50	FY28 $42.12 FY29 $43.80	2005-856 Sec. 82-37

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Tires <16-inch	<16-inch	FY26 $1.08 FY27 $1.12 FY28 $1.16 FY29 $1.21	FY27 $1.12 FY28 $1.16 FY29 $1.21	2005-856 Sec. 82-37
Truck Tire	Truck Tire	FY26 $5.41 FY27 $5.63 FY28 $5.86 FY29 $6.09	FY27 $5.63 FY28 $5.86 FY29 $6.09	2005-856 Sec. 82-37
Tractor Tire	Tractor tire	FY26 $10.82 FY27 $11.25 FY28 $11.70 FY29 $12.17	FY27 $11.25 FY28 $11.70 FY29 $12.17	2005-856 Sec. 82-37
Heavy Equipment Tire	Heavy Equipment Tire	FY26 $24.88 FY27 $25.88 FY28 $26.92 FY29 $28.00	FY27 $25.88 FY28 $26.92 FY29 $28.00	2005-856 Sec. 82-37
1 Ton Tires	2,000 lbs.	FY26 $216.32 FY27 $224.97 FY28 $233.97 FY29 $243.33	FY27 $224.97 FY28 $233.97 FY29 $243.33	2005-856 Sec. 82-37
Compost	Compost for sale 2,000 lbs.	FY26 $48.67 FY27 $50.62 FY28 $52.64 FY29 $54.75	FY27 $50.62 FY28 $52.64 FY29 $54.75	2005-856 Sec. 82-37
Mulch	Mulch for sale 2,000 lbs.	FY26 $27.04 FY27 $28.12 FY28 $29.24 FY29 $30.41	FY27 $28.12 FY28 $29.24 FY29 $30.41	2005-856 Sec. 82-37
Pallets, firewood, etc.	Wood for sale 2,000 lbs.	FY26 $16.22 FY27 $16.87 FY28 $17.54 FY29 $18.24	FY27 $16.87 FY28 $17.54 FY29 $18.24	2005-856 Sec. 82-37
Unloading Fee (flat Beds)	Unloading service	FY26 $54.08 FY27 $56.24 FY28 $58.49 FY29 $60.83	FY27 $56.24 FY28 $58.49 FY29 $60.83	2005-856 Sec. 82-37
Uncover Loads fee	Unsecure load	FY26 $10.82 FY27 $11.25 FY28 $11.70 FY29 $12.17	FY27 $11.25 FY28 $11.70 FY29 $12.17	2005-856 Sec. 82-37
Inside City Clean Brush	Clean Brush from Inside City Limits	FY26 $16.22 FY27 $16.87 FY28 $17.54 FY29 $18.24	FY27 $16.87 FY28 $17.54 FY29 $18.24	2005-856 Sec. 82-37
Outside City Clean Brush	Clean Brush from outside City Limits	FY26 $17.31 FY27 $18 FY28 $18.72 FY29 $19.47	FY27 $18 FY28 $18.72 FY29 $19.47	2005-856 Sec. 82-37

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Landfill Ticket Records Request	Labor (locating, compiling reproducing information)	$15.00/hr	$15.00/hr	Texas Admin. Code Ch. 70
Residential	Residential Service once/week & brush once/month	20.3	$20.30	
Residential	Residential Service Extra Cart	6.81	$6.81	
Residential	Residential Back Door or Walk-In Service once/week & brush once/month	28.07	$28.07	
Residential	Unusual Accumulation of Landscape Brush per Haul	446.73	$446.73	
Commercial	Dumpster- Pricing 2 Yard (Price per week)	1xW$40.86 2xW $81.73 3xW $122.59 4xW $163.45 5xW$204.32 6xW $245.18	1xW$40.86 2xW $81.73 3xW $122.59 4xW $163.45 5xW$204.32 6xW $245.18	
Commercial	Dumpster- Pricing 3 Yard (Price per week)	1xW $61.99 2xW $123.99 3xW $185.98 4xW $247.97 5xW $309.97 6xW $371.96	1xW $61.99 2xW $123.99 3xW $185.98 4xW $247.97 5xW $309.97 6xW $371.96	
Commercial	Dumpster- Pricing 4 Yard (Price per week)	1xW $81.70 2xW $163.39 3xW $245.09 4xW $326.79 5xW $408.49 6xW $490.18	1xW $81.70 2xW $163.39 3xW $245.09 4xW $326.79 5xW $408.49 6xW $490.18	
Commercial	Dumpster- Pricing 6 Yard (Price per week)	1xW $114.46 2xW $228.92 3xW $343.38 4xW $457.84 5xW $572.30 6xW $686.76	1xW $114.46 2xW $228.92 3xW $343.38 4xW $457.84 5xW $572.30 6xW $686.76	
Commercial	Dumpster- Pricing 8 Yard (Price per week)	1xW $137.96 2xW $275.91 3xW $413.87 4xW $551.83 5xW $689.78 6xW $827.74	1xW $137.96 2xW $275.91 3xW $413.87 4xW $551.83 5xW $689.78 6xW $827.74	
Recycling Fees	Mandatory every-other-week (EOW) service	$5.49 per household per month	$5.49 per household per month	
Recycling Fees	Additional cart for EOW Service	$5.49 per month	$5.49 per month	
Recycling Fees	Replacement cart Fee	$100 per occurrence	$100 per occurrence	
Garbage One-Time or Add-On Services	Apartment Unit (per month)	$ 13.49	$13.49	
Garbage One-Time or Add-On Services	Hand Load Commercial (2x per week)	$ 21.11	$21.11	
Garbage One-Time or Add-On Services	Extra 2-Yard Service	$ 34.54	$34.54	
Garbage One-Time or Add-On Services	Extra 3-Yard Service	$ 38.91	$38.91	
Garbage One-Time or Add-On Services	Extra 4-Yard Service	$ 47.58	$47.58	
Garbage One-Time or Add-On Services	Extra 6-Yard Service	$ 64.92	$64.92	
Garbage One-Time or Add-On Services	Extra 8-Yard Service	$ 73.66	$73.66	
Garbage One-Time or Add-On Services	Roll-Off Container Monthly Rental	$ 220.20	$220.20	
Garbage One-Time or Add-On Services	Roll-Off Pull Charge	$ 301.27	$301.27	
Garbage One-Time or Add-On Services	Compactor Pull Charge	$ 301.27	$301.27	

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Garbage One-Time or Add-On Services	Landfill Disposal (per ton)	$34.84, as may be update by the City's Master Fee Schedule and CPI if applicable	$34.84, as may be update by the City's Master Fee Schedule and CPI if applicable	
Garbage One-Time or Add-On Services	Extra Yardage fee for commercial containers	$ 41.60	$41.60	
Department Name: Engineering And Public Works - Engineering				
Address Letter	Address Letter	5	5	2005-1220-H
City Maps	City Maps	20	20	2005-1220-I
Street Renaming Fee	Application fee to change name on street	500	500	2019-069
Grease Traps	Placement in Right of Way	250	250	
Canopies/Balconies	Encroachment into Right of way	250	250	
Signs / Overhead	Placement in Right of Way	250	250	
Buildings	Encroachment into Right of way	250	250	
Fences	Encroachment into Right of way	250	250	
Utilities line	Placement in Right of Way	250	250	
Initial Application Review	Initial Application Review (streets, drainage, water, wastewater, communication, gas, fiberoptic, etc)	$2.50 per linear foot per infrastructure item or $1,000.00 whichever is greater	$2.50 per linear foot per infrastructure item or $1,000.00 whichever is greater	
Permit Resubmittal or Supplemental Review	Permit Resubmittal or Supplemental Review	$500.00 or 10% of initial submittal fee whichever is greater	$500.00 or 10% of initial submittal fee whichever is greater	
Inspection Fees	Inspection Fee	$50.00 per inspection	$50.00 per inspection	
Utility Usage	Utility usage Fee	100	100	
Stormwater Utility Fee	Special Revenue to address Flooding, Erosion, and Water Quality	0	4.99 - 6.25	
Department Name:Engineering And Public Works - Traffic				
Wrecker	Yearly applications fee $700.00 + up depending on the number of wrecker the co. has	700	700	2013-919 Sec. 110-64
Temporary Parking Permit	Parking Meter space	0	0	2013-919 Sec. 110-64
Temporary Parking Permit	Parking Meter space	50¢	50¢	2013-919 Sec. 110-64
Temporary Parking Permit	Parking Meter space	1	1	2013-919 Sec. 110-64
Temporary Parking Permit	Park in a meter for construction work—Cost for meter/per vehicle per day	10	10	2013-919 Sec. 110-64
Temporary Parking Permit	Park in the alley for construction work-Cost per vehicle per day	20	20	2013-919 Sec. 110-64
Temporary Parking Permit	Park in a loading zone for construction work—Cost per vehicle per day	20	20	2013-919 Sec. 110-64
Temporary Parking Permit	Park in a Handicap for construction work—Cost per vehicle per day	20	50	2022-1673-A
Temporary Road Closure	Close off a street or alley for an event or construction work	100	100	2013-919 Sec. 110-64
Temporary Road Closure	Close off a street or alley for construction work with the use of a crane	$100.00+$20.00(hourly)	$100.00+$20.00(hourly)	2022-1673-A
Temporary Road Closure	Close off a traffic lane for an event or construction work.	50	50	
Temporary Road Closure	Set up Traffic Control (Stand by employee - Per hour)		25	
Dumpster Permit	To place a dumpster on the street for construction work	50	50	2013-919 Sec. 110-64
Rental of Equipment	Cones for events cost for each cone	2	5	2013-919 Sec. 110-64
Rental of Equipment	Damage, Lost or Stolen Traffic Cones	20	40	2022-1673-A
Rental of Equipment	Flexible delineator or Channelizer with Rubber Base (42")		45.5	
Rental of Equipment	Lost or stolen Barricades	100	150	2022-1673-A
Rental of Equipment	Lost or Damage Barrer or Rubber Base	100	150	
Rental of Equipment	Steel Crowd Control Fence; 3 type of barricades and type A barricades	8	15	
Rental of Equipment	Steel Crowd Control Fence; 3 type of barricades and type A barricades (Lost, Damage)		150	
Street Signs	**Signs FOR new subdivision or replacement**	**Varies—See below**	**Varies—See below**	

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Street Signs	2⅜" Round × 12' 16 ga. Galv. Post	31	38	Researched City Ordinance; did not find an ordinance for this fee
Street Signs	Metal Ground Socket TY-A Driveable		24	
Street Signs	Metal Wedge -TY A Driveable		7.2	
Street Signs	Aluminum Sign Blank 30" × 30"	22	22	Researched City Ordinance; did not find an ordinance for this fee
Street Signs	Aluminum Sign Blank (Rectangular) 6" x 12"	0	4.6	
Street Signs	Aluminum Sign Blank (Rectangular) 6" x 18"	0	5.2	
Street Signs	Aluminum Sign Blank (Rectangular) 9" x 12"	0	7	
Street Signs	Aluminum Sign Blank (Rectangular) 9" x 24"	0	9	
Street Signs	Aluminum Sign Blank (Rectangular) 12" x 6"	0	3.1	
Street Signs	Aluminum Sign Blank (Rectangular) 12" x 18"	0	7.5	
Street Signs	Aluminum Sign Blank (Rectangular) 12" x 36"	0	15.8	
Street Signs	Aluminum Sign Blank (Rectangular) 12" x 65"	0	28	
Street Signs	Aluminum Sign Blank (Rectangular) 15" x 24"	0	13.8	
Street Signs	Aluminum Sign Blank (Rectangular) 15" x 60"	0	31.9	
Street Signs	Aluminum Sign Blank (Rectangular) 18" x 24"	0	14.8	
Street Signs	Aluminum Sign Blank (Rectangular) 18" x 36"	0	23.1	
Street Signs	Aluminum Sign Blank (Rectangular) 24" x 30"	0	25.2	
Street Signs	Aluminum Sign Blank (Rectangular) 24" x 48"	0	48.9	
Street Signs	Aluminum Sign Blank (Rectangular) 24" x 60"	0	60.76	
Street Signs	Aluminum Sign Blank (Rectangular) 30" x 36"	0	46.3	
Street Signs	Aluminum Sign Blank (Rectangular) 108 x 24"	0	131.5	
Street Signs	Aluminum Sign Blank (Round) 36"	0	50.7	
Street Signs	Aluminum Sign Blank (Pentagonal) 30W x 29 H	0	30	
Street Signs	Aluminum Sign Blank (Pentagonal) 36W x 35 H	0	51	
Street Signs	Aluminum Sign Blank (Square) 12" x 12"	0	5.6	
Street Signs	Aluminum Sign Blank (Square) 24" x 24"	0	19.8	
Street Signs	Aluminum Sign Blank (Square) 30" x 30"	0	31.5	
Street Signs	Aluminum Sign Blank (Square) 36" x 36"	0	55.4	
Street Signs	Aluminum Sign Blank (Square) 48" x 48"	0	117	
Street Signs	Aluminum Sign Blank (Triangle) 24"	0	10.7	
Street Signs	Aluminum Sign Blank (Triangle) 30"	0	16	
Street Signs	Aluminum Street Sign 9" × 24"	9	10	Researched City Ordinance; did not find an ordinance for this fee
Street Signs	Aluminum Street Sign 9" × 30"	11	13	Researched City Ordinance; did not find an ordinance for this fee
Street Signs	Aluminum Street Sign 9" × 36"	12	13.5	Researched City Ordinance; did not find an ordinance for this fee
Street Signs	Aluminum Street Sign 9" × 40"	16	16	Researched City Ordinance; did not find an ordinance for this fee
Street Signs	Face Stop Sign (Octagonal) 24" x 24"		18.5	
Street Signs	Face Stop Sign (Octagonal) 30" × 30"	14.5	29.5	Researched City Ordinance; did not find an ordinance for this fee
Street Signs	Face Stop Sign (Octagonal) 36" x 36"		51	
Street Signs	Face Street Name 24" (2 per street name)	12	12	Researched City Ordinance; did not find an ordinance for this fee
Street Signs	Face Street Name 30" (2 per street name)	14	14	Researched City Ordinance; did not find an ordinance for this fee
Street Signs	Face Street Name 36" (2 per street name)	22	22	Researched City Ordinance; did not find an ordinance for this fee
Street Signs	Face Street Name 40" (2 per street name)	22.5	22.5	Researched City Ordinance; did not find an ordinance for this fee
Street Signs	Cross Cap	10	10	Researched City Ordinance; did not find an ordinance for this fee
Street Signs	Cross Piece	10	17	Researched City Ordinance; did not find an ordinance for this fee

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Street Signs	Cement fee per sign	20	20	Researched City Ordinance; did not find an ordinance for this fee
Street Signs	Sign Brackets (2 per sign)	10	10	Researched City Ordinance; did not find an ordinance for this fee
Street Signs	Sign Fabrication Labor (2-sign per hr.)	40	40	Researched City Ordinance; did not find an ordinance for this fee
Street Signs	Installation Labor (2-sign per hr.)	50	50	Researched City Ordinance; did not find an ordinance for this fee
Street Signs	Equipment (per Sign)	25	25	Researched City Ordinance; did not find an ordinance for this fee
Street Signs	Custom 12" × 60" sign	17	17	Researched City Ordinance; did not find an ordinance for this fee
Department Name: Department of Health, Wellness & Animal Services/Vacant Lots				
Standard Lot 25 ft. × 100 ft.	Grass Height on a standard lot 25 ft. x 100 ft. (18 inches and over) Contracted Services, Varies on Contractor availability	$60.00 - $156.00	70-100	93-562 Sec. 54-67
Standard Lot 25 ft. × 100 ft.	Light (grass height of 18—25 inches)	0	0	93-562 Sec. 54-67
Standard Lot 25 ft. × 100 ft.	Moderate (grass height of 26—38 inches)	0	0	93-562 Sec. 54-67
Standard Lot 25 ft. × 100 ft.	Heavy (grass height of 39—47 inches)	0	0	93-562 Sec. 54-67
Standard Lot 25 ft. × 100 ft.	Emergency (48 inches or higher subject to negotiation as determined by Code Enforcement)	0	0	93-562 Sec. 54-67
Standard Lot 50 ft. × 100 ft.	Grass Height on standard lot 50ft x 100 ft (18 inches and over) Contracted Services, Varies on Contractor availability	$65.00 - $169.00	90-125	93-562 Sec. 54-67
Standard Lot 50 ft. × 100 ft.	Light (grass height of 18—25 inches)	0	0	93-562 Sec. 54-67
Standard Lot 50 ft. × 100 ft.	Moderate (grass height of 26—38 inches)	0	0	93-562 Sec. 54-67
Standard Lot 50 ft. × 100 ft.	Heavy (grass height of 39—47 inches)	0	0	93-562 Sec. 54-67
Standard Lot 50 ft. × 100 ft.	Emergency (48 inches or higher subject to negotiation as determined by Code Enforcement)	0	0	93-562 Sec. 54-67
Double Lot 100 ft. × 100 ft.	Grass Height on a Double Lot 100 ft. x 100 ft. (18 inches and over) Contracted Services, Varies on Contractor availability	$100.00 - $196.00	120-150	93-562 Sec. 54-67
Double Lot 100 ft. × 100 ft.	Light (grass height of 18—25 inches)	0	0	93-562 Sec. 54-67
Double Lot 100 ft. × 100 ft.	Moderate (grass height of 26—38 inches)	0	0	93-562 Sec. 54-67
Double Lot 100 ft. × 100 ft.	Heavy (grass height of 39—47 inches)	0	0	93-562 Sec. 54-67
Double Lot 100 ft. × 100 ft.	Emergency (48 inches or higher subject to negotiation as determined by Code Enforcement)	0	0	93-562 Sec. 54-67
½-Acre Lot	Grass Height on a 1/2 acre lot (18 inches and over) Contracted Services, Varies on Contractor availability	$150.00 - $212.00	150	93-562 Sec. 54-67
½-Acre Lot	Light (grass height of 18—25 inches)	0	0	93-562 Sec. 54-67
½-Acre Lot	Moderate (grass height of 26—38 inches)	0	0	93-562 Sec. 54-67
½-Acre Lot	Heavy (grass height of 39—47 inches)	0	0	93-562 Sec. 54-67
½-Acre Lot	Emergency (48 inches or higher subject to negotiation as determined by Code Enforcement)	0	0	93-562 Sec. 54-67
1-Acre Lot	Grass Height on a 1-Acre lot (18 inches and over) Contracted Services,Varies on Contractor availability	$200.00 - $234.00	200-300	93-562 Sec. 54-67
1-Acre Lot	Light (grass height of 18—25 inches)	0	0	93-562 Sec. 54-67
1-Acre Lot	Moderate (grass height of 26—38 inches)	0	0	93-562 Sec. 54-67
1-Acre Lot	Heavy (grass height of 39—47 inches)	0	0	93-562 Sec. 54-67
1-Acre Lot	Emergency (48 inches or higher subject to negotiation as determined by Code Enforcement)	0	0	93-562 Sec. 54-67
1½-Acre Lot	Grass Height on a 1 1/2 Acre Lot (18 inches and over) Contracted Services, Varies on Contractor availability	$300.00 - $450.00	250-450	93-562 Sec. 54-67
1½-Acre Lot	Light (grass height of 18—25 inches)	0	0	93-562 Sec. 54-67
1½-Acre Lot	Moderate (grass height of 26—38 inches)	0	0	93-562 Sec. 54-67
1½-Acre Lot	Heavy (grass height of 39—47 inches)	0	0	93-562 Sec. 54-67
1½-Acre Lot	Emergency (48 inches or higher subject to negotiation as determined by Code Enforcement)	0	0	93-562 Sec. 54-67

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
2-Acre Lot	Grass Height on a 2 Acre lot (18 inches and over) Contracted Services, Varies on Contractor availability	$350.00 - $510.00	300-600	93-562 Sec. 54-67
2-Acre Lot	Light (grass height of 18—25 inches)	0	0	93-562 Sec. 54-67
2-Acre Lot	Moderate (grass height of 26—38 inches)	0	0	93-562 Sec. 54-67
2-Acre Lot	Heavy (grass height of 39—47 inches)	0	0	93-562 Sec. 54-67
2-Acre Lot	Emergency (48 inches or higher subject to negotiation as determined by Code Enforcement)	0	0	93-562 Sec. 54-67
2½-Acre Lot	Grass Height on a 2 1/2 Acre lot (18 inches and over) Contracted Services, Varies on Contractor availability	$450.00 - $675.00	350-750	93-562 Sec. 54-67
2½-Acre Lot	Light (grass height of 18—25 inches)	0	0	93-562 Sec. 54-67
2½-Acre Lot	Moderate (grass height of 26—38 inches)	0	0	93-562 Sec. 54-67
2½-Acre Lot	Heavy (grass height of 39—47 inches)	0	0	93-562 Sec. 54-67
2½-Acre Lot	Emergency (48 inches or higher subject to negotiation as determined by Code Enforcement)	0	0	93-562 Sec. 54-67
3-Acre Lot	Grass Height on a 3 Acre lot (18 inches and over) Contracted Services, Varies on Contractor availability	$500.00 - $730.00	400-900	93-562 Sec. 54-67
3-Acre Lot	Light (grass height of 18—25 inches)	0	0	93-562 Sec. 54-67
3-Acre Lot	Moderate (grass height of 26—38 inches)	0	0	93-562 Sec. 54-67
3-Acre Lot	Heavy (grass height of 39—47 inches)	0	0	93-562 Sec. 54-67
3-Acre Lot	Emergency (48 inches or higher subject to negotiation as determined by Code Enforcement)	0	0	93-562 Sec. 54-67
3½-Acre Lot	Grass Height on a 3 1/2 Acre lot (18 inches and over) Contracted Services, Varies on Contractor availability	$550.00 - $885.00	450-1050	93-562 Sec. 54-67
3½-Acre Lot	Light (grass height of 18—25 inches)	0	0	93-562 Sec. 54-67
3½-Acre Lot	Moderate (grass height of 26—38 inches)	0	0	93-562 Sec. 54-67
3½-Acre Lot	Heavy (grass height of 39—47 inches)	0	0	93-562 Sec. 54-67
3½-Acre Lot	Emergency (48 inches or higher subject to negotiation as determined by Code Enforcement)	0	0	93-562 Sec. 54-67
4-Acre Lot	Grass Height on a 4 Acre lot (18 inches and over)Contracted Services, Varies on Contractor availability	$600.00 - $1035.00	550-1200	93-562 Sec. 54-67
4-Acre Lot	Light (grass height of 18—25 inches)	0	0	93-562 Sec. 54-67
4-Acre Lot	Moderate (grass height of 26—38 inches)	0	0	93-562 Sec. 54-67
4-Acre Lot	Heavy (grass height of 39—47 inches)	0	0	93-562 Sec. 54-67
4-Acre Lot	Emergency (48 inches or higher subject to negotiation as determined by Code Enforcement)	0	0	93-562 Sec. 54-67
½-Acre Lot over 4 Acres	Grass Height on a 1/2 acre lot over 4 Acres (18 inches and over) Contracted Services, Varies on Contractor availability	$175.00 - $186.00	150	93-562 Sec. 54-67
½-Acre Lot over 4 Acres	Light (grass height of 18—25 inches)	0	0	93-562 Sec. 54-67
½-Acre Lot over 4 Acres	Moderate (grass height of 26—38 inches)	0	0	93-562 Sec. 54-67
½-Acre Lot over 4 Acres	Heavy (grass height of 39—47 inches)	0	0	93-562 Sec. 54-67
½-Acre Lot over 4 Acres	Emergency (48 inches or higher subject to negotiation as determined by Code Enforcement)	0	0	93-562 Sec. 54-67
1-Acre Lot over 4 Acres	Grass Height on 1 Acre Lot over 4 Acres(18 inches and over) Contracted Services, Varies on Contractor availability	$205.00 - $210.00	200-300	93-562 Sec. 54-67
1-Acre Lot over 4 Acres	Light (grass height of 18—25 inches)	0	0	93-562 Sec. 54-67
1-Acre Lot over 4 Acres	Moderate (grass height of 26—38 inches)	0	0	93-562 Sec. 54-67
1-Acre Lot over 4 Acres	Heavy (grass height of 39—47 inches)	0	0	93-562 Sec. 54-67
1-Acre Lot over 4 Acres	Emergency (48 inches or higher subject to negotiation as determined by Code Enforcement)	0	0	93-562 Sec. 54-67
Edge	Light	0	0	93-562 Sec. 54-67
Edge	Moderate	0	0	93-562 Sec. 54-67
Edge	Heavy	0	0	93-562 Sec. 54-67
Edge	Emergency	0	0	93-562 Sec. 54-67
Debris	Light (less than or equal to 1,000 lbs) Contracted Service, Varies on Contractor availability	$170.00 - $325.00	150-200	93-562 Sec. 54-67
Debris	Moderate(1,001 lbs to 2,500 lbs) Contracted Service, Varies on Contractor availability	$329.00 - $500.00	250	93-562 Sec. 54-67
Debris	Heavy(2,501 lbs to 5,000 lbs) Contracted Service, Varies on Contractor availability	$381.00 - $750.00	350	93-562 Sec. 54-67

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Debris	Extreme(5,001 lbs to 10,000 lbs) Contracted Service,Varies on Contractor availability	$488.00 - $80000	450	93-562 Sec. 54-67
Ruts	Light	0	0	93-562 Sec. 54-67
Ruts	Moderate	0	0	93-562 Sec. 54-67
Ruts	Heavy	0	0	93-562 Sec. 54-67
Ruts	Emergency	0	0	93-562 Sec. 54-67
Trim	Light (less than or equal to 1,000 lbs) Contracted Service, Varies on Contractor availability	$105.00 - $200.00	150-300	93-562 Sec. 54-67
Trim	Moderate(1,001 lbs to 2,500 lbs) Contracted Service, Varies on Contractor availability	$130.00 - $300.00	250-350	93-562 Sec. 54-67
Trim	Heavy(2,501 lbs to 5,000 lbs) Contracted Service, Varies on Contractor availability	$210.00 - $700.00	350-400	93-562 Sec. 54-67
Trim	Extreme(5,001 lbs to 10,000 lbs) Contracted Service, Varies on Contractor availability	$325.00 - $1000.00	450-500	93-562 Sec. 54-67
Fees below are added to the cost of any of the above				
Attorney's Fees	Recovery costs and expenses	0.15	0.15	93-562 Sec. 54-67
Administrative Fee	Assessment of administrative fee for each cut	125	125	93-562 Sec. 54-67
Interest	Assessment of expenses of on the amount due from date of payment by the city	0.1	0.1	93-562 Sec. 54-67
Municipal Lien	Security of payment	35	35	93-562 Sec. 54-67
Release of Lien	Release after full payment	35	35	93-562 Sec. 54-67
Additional Pages	For each additional page filed	4	4	93-562 Sec. 54-67
MIscellanous Fee	Technology Fee	25	25	
Tire Business License	Annual Health Permit	0	100	
Mobile Tire Repair Unit Permit	Annual Health Permit	0	50	
Department Name:Department of Health, Wellness & Animal Services/Foods Division				
Restaurant	1—25 Employees Annual Health Permit	172	250	2018-1367 Sec. 22-153
Restaurant	26—50 Employees Remove	251	0	2018-1367 Sec. 22-153
Restaurant	51+ Employees	283	0	2018-1367 Sec. 22-153
Bakery	1—25 Employees Annual Health Permit	172	250	2018-1367 Sec. 22-153
Bakery	26—50 Employees	251	0	2018-1367 Sec. 22-153
Bakery	51+ Employees	283	0	2018-1367 Sec. 22-153
Tortilleria	1—25 Employees Annual Health Permit	172	250	2018-1367 Sec. 22-153
Tortilleria	26—50 Employees	251	0	2018-1367 Sec. 22-153
Tortilleria	51+ Employees	283	0	2018-1367 Sec. 22-153
Fruit Stand	1—25 Employees Annual Health Permit	172	250	2018-1367 Sec. 22-153
Fruit Stand	26—50 Employees	251	0	2018-1367 Sec. 22-153
Fruit Stand	51+ Employees	283	0	2018-1367 Sec. 22-153
Retail	1—25 Employees Annual Health Permit	172	250	2018-1367 Sec. 22-153
Retail	26—50 Employees	251	0	2018-1367 Sec. 22-153
Retail	51+ Employees	283	0	2018-1367 Sec. 22-153
Day Care	1—25 Employees Annual Health Permit	172	250	2018-1367 Sec. 22-153
Day Care	26—50 Employees	251	0	2018-1367 Sec. 22-153
Day Care	51+ Employees	283	0	2018-1367 Sec. 22-153
Nursing Home	1—25 Employees Annual Health Permit	172	250	2018-1367 Sec. 22-153
Nursing Home	26—50 Employees	251	0	2018-1367 Sec. 22-153
Nursing Home	51+ Employees	283	0	2018-1367 Sec. 22-153
Drinking Establishments	New Accounts/Renewals Annual Health Permit	125	250	2018-1367 Sec. 22-153
Meat Market	1—25 Employees Annual Health Permit	172	250	2018-1367 Sec. 22-153
Meat Market	26—50 Employees	251	0	2018-1367 Sec. 22-153
Meat Market	51+ Employees	283	0	2018-1367 Sec. 22-153
Seafood Market	1—25 Employees Annual Health Permit	172	250	2018-1367 Sec. 22-153
Seafood Market	26—50 Employees	251	0	2018-1367 Sec. 22-153
Seafood Market	51+ Employees	283	0	2018-1367 Sec. 22-153
Raspa/Ice Cream Stand	1—25 Employees Annual Health Permit	172	250	2018-1367 Sec. 22-153
Raspa/Ice Cream Stand	26—50 Employees	251	0	2018-1367 Sec. 22-153
Raspa/Ice Cream Stand	51+ Employees	283	0	2018-1367 Sec. 22-153
Deli	1—25 Employees Annual Health Permit	172	250	2018-1367 Sec. 22-153
Deli	26—50 Employees	251	0	2018-1367 Sec. 22-153
Deli	51+ Employees	283	0	2018-1367 Sec. 22-153
Private Schools	New Accounts/Renewals Annual Health Permit	172	250	2018-1367 Sec. 22-153

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Public Cafeteria	1—25 Employees Annual Health Permit	172	250	2018-1367 Sec. 22-153
Public Cafeteria	26—50 Employees	251	0	2018-1367 Sec. 22-153
Public Cafeteria	51+ Employees	283	0	2018-1367 Sec. 22-153
Catering	1—25 Employees Annual Health Permit	172	250	2018-1367 Sec. 22-153
Catering	26—50 Employees	251	0	2018-1367 Sec. 22-153
Catering	51+ Employees	283	0	2018-1367 Sec. 22-153
Snack Bar	1—25 Employees Annual Health Permit	172	250	2018-1367 Sec. 22-153
Snack Bar	26—50 Employees	251	0	2018-1367 Sec. 22-153
Snack Bar	51+ Employees	283	0	2018-1367 Sec. 22-153
Swimming Pool	New Accounts/Renewal Annual Health Permit	100	200	2018-1367 Sec. 22-153
Spa	New Accounts/Renewals Annual Health Permit	100	200	2018-1367 Sec. 22-153
Business w/multi licenses	1—25 Employees Annual Health Permit	172	250	2018-1367 Sec. 22-153
Business w/multi licenses	26—50 Employees	251	0	2018-1367 Sec. 22-153
Business w/multi licenses	51+ Employees	283	0	2018-1367 Sec. 22-153
C1 Mobile Unit Cat—1	New Accounts/Renewals	172	0	2018-1367 Sec. 22-153
C2 77 Flea Mkt Hot Foods	New Accounts/Renewals	172	0	2018-1367 Sec. 22-153
C3 77 Flea Mkt Snow Cones	New Accounts/Renewals	172	0	2018-1367 Sec. 22-153
C4 Pre-Packaged Ice Cream	New Accounts/Renewals	172	0	2018-1367 Sec. 22-153
C5 Produce—Tortillas	New Accounts/Renewals	172	0	2018-1367 Sec. 22-153
C6 Annual Retail	New Accounts/Renewals	172	0	2018-1367 Sec. 22-153
C6 Annual Temp.	Temporary Permit at 77 Flea Market	50	0	2018-1367 Sec. 22-153
Foster Home	Request a Foster Home Inspection	30	30	2018-1367 Sec. 22-153
Preliminary	Pre-Inspections	20	20	2018-1367 Sec. 22-153
Food Truck Park	New Accounts/Renewals	172	0	2018-1367 Sec. 22-153
Temporary App.	Temporary Permit Per Stand	25	50	2018-1367 Sec. 22-153
		50	125	
Temporary Seasonal	6-Month Temporary Permit	50	150	2018-1367 Sec. 22-153
Temporary Conditional	When Business is Issued a Conditional	50	150	2018-1367 Sec. 22-153
Charro Days Festivities Week Fee	Health Permit during Charro Day festivities for Food Stands	0	75	
Temporary 14 Day	14-Day Temporary Permit	50	150	2018-1367 Sec. 22-153
Non-Scheduled	Request a Non-Scheduled Inspection	50	50	2018-1367 Sec. 22-153
Replacement of Permit	Requesting a Replacement of Permit	25	50	2018-1367 Sec. 22-153
Cessation of operations	Establishment Closed by Health Dept.	50	50	2018-1367 Sec. 22-153
Change of Business Name and/or Owner	Every Time a Business Changes Business Name and/or Owner (Administrative Fee)	15	50	2018-1367 Sec. 22-153
Late Fee Charges	30 Days	38	20	2018-1367 Sec. 22-153
Late Fee after 30 Days	Monthly Compounded	38	40	2018-1367 Sec. 22-153
Follow Up Fees	1—25 Employees	52	50	2018-1367 Sec. 22-153
Follow Up Fees	26—50 Employees	75	0	2018-1367 Sec. 22-153
Follow Up Fees	51+ Employees	85	0	2018-1367 Sec. 22-153
Massage Parlor	New Accounts/Renewals	250	250	2010-1527 Sec. 54-221
MIscellanous Fee-Massage Parlor	Technology Fee	25	25	
MIscellanous Fee-Restaurant	Technology Fee	25	25	
MIscellanous Fee-Bakery	Technology Fee	25	25	
MIscellanous Fee-Tortilleria	Technology Fee	25	25	
MIscellanous Fee-Fruit Stand	Technology Fee	25	25	
MIscellanous Fee-Retail	Technology Fee	25	25	
MIscellanous Fee-Daycare	Technology Fee	25	25	
MIscellanous Fee-Nursing Home	Technology Fee	25	25	
MIscellanous Fee-Drinking Establishments	Technology Fee	25	25	
MIscellanous Fee-Meat Market	Technology Fee	25	25	
MIscellanous Fee-Seafood Market	Technology Fee	25	25	
MIscellanous Fee-Raspa/IceCream Stand	Technology Fee	25	25	
MIscellanous Fee-Deli	Technology Fee	25	25	
MIscellanous Fee-Private Schools	Technology Fee	25	25	
MIscellanous Fee-Public Cafeteria	Technology Fee	25	25	
MIscellanous Fee-Catering	Technology Fee	25	25	
MIscellanous Fee-Snack Bar	Technology Fee	25	25	

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
MIscellanous Fee-Swimming Pool	Technology Fee	25	25	
MIscellanous Fee-Spa	Technology Fee	25	25	
MIscellanous Fee-Business w/multi licenses	Technology Fee	25	25	
MIscellanous Fee	Technology Fee	25	25	
MIscellanous Fee-C1 Mobile Unit Cat—1	Technology Fee	25	0	
MIscellanous Fee-C2 77 Flea Mkt Hot Foods	Technology Fee	25	0	
MIscellanous Fee-C3 77 Flea Mkt Snow Cones	Technology Fee	25	0	
MIscellanous Fee-C4 Pre-Packaged Ice Cream	Technology Fee	25	0	
MIscellanous Fee-C5 Produce—Tortillas	Technology Fee	25	0	
MIscellanous Fee-C6 Annual Retail	Technology Fee	25	0	
MIscellanous Fee-C6 Annual Temp.	Technology Fee	25	0	
MIscellanous Fee-Foster Home	Technology Fee	25	25	
MIscellanous Fee-Preliminary	Technology Fee	25	25	
MIscellanous Fee-Food Truck Park	Technology Fee	25	0	
MIscellanous Fee-Temporary	Technology Fee	5	5	
MIscellanous Fee	Food Establishment Plan Review	25	25	
CPM Food Vendor Permit	Annual Health Permit	0	100	
CPM Temp. Food Vendor Permit	Temp Health Permit	0	50	
Tobacco/Hookah Lounge Health Permit	Annual Health Permit	0	250	
Department Name: Department of Health, Wellness & Animal Services/ BARCC Fees				
Adoptions	Adoption package for general public	25	25	2015-1608, 9-1-2015 WAIVE FEE (City Manager Discretion)
Clearance pet adoption	Adoption fee for returns or owner surrenders with proof of sterilization	25	25	2015-1608, 9-1-2015
Impoundment fee (altered)	Fee amount with proper presentation of ownership and proof of sterilization to reclaim possession of animal	10	10	2015-1608, 9-1-2015
Impoundment fee (unaltered)	Fee amount with proper presentation of ownership for animal who has not been sterilized	20	20	2015-1608, 9-1-2015
Intake vaccination	Vaccination fee upon release of impounded animal	10	10	2015-1608, 9-1-2015
Quarantine	10-day hold at a licensed rabies facility for observation due to animal bite	100	100	Researched City Ordinance; did not find an ordinance for this fee
Euthenasia and Testing (Rabies)	Rabies testing due to animal lab	0	100	
Individual city license tag	Individual city license tag	4	5	Researched City Ordinance; did not find an ordinance for this fee
Individual city license tag (Unaltered)	Individual city license tag for unaltered animals	8	10	Researched City Ordinance; did not find an ordinance for this fee
City license tags by roll	City License roll fee for 100 tags	400	500	Researched City Ordinance; did not find an ordinance for this fee
Euthanasia	Disposition of animal due to owner request	20	50	2015-1608, 9-1-2015 iNCREASE DUE TO COST OF MEDICATION FOR EUTHANASIA
Cremation Services	Communal Cremation Services	0	50	
Cremation Services	0-20lbs	0	150	
Cremation Services	21-40lbs	0	250	
Cremation Services	41-70lbs	0	350	
Cremation Services	71-99lbs	0	450	

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Cremation Services	100-149lbs MAX	0	550	
Return to owner on the field	Animal running at large Return to Owner on the field	0	25	
Deceased animal pick up	Picking up deceased owned animal in property	0	25	
Microchip	Microchip implant to identify pet and owner	8	8	2015-1608, 9-1-2015
Microchip on the field	Microchip implant on the field	0	10	
Spay - Female Dogs	under 30lbs	85	85	
Spay - Female Dogs	30-60lbs	125	125	
Spay - Female Dogs	60-100lbs	150	150	
Spay - Female Dogs	over 100lbs	200	200	
Neuter - Male Dogs	under 40lbs	75	75	
Neuter - Male Dogs	over 40-100lbs	100	100	
Neuter - Male Dogs	over 100lbs	150	150	
Neuter - Male Cats	Male Cats	30	30	
Spay - Female Cats	Female Cats	50	50	
Feral Cats	Spay/neuter and vaccinations	20	20	
Grooming License	Grooming License	50	250	2015-1608, 9-1-2015
Pet Store License	Pet Store License	100	250	2015-1608, 9-1-2015
Department store License	Department store License	50	250	2015-1608, 9-1-2015
Kennels with fewer than 10 animals license	Kennels with fewer than 10 animals license	50	250	2015-1608, 9-1-2015
Kennels with 11 to 50 animals license	Kennels with 11 to 50 animals license	75	500	2015-1608, 9-1-2015
qw	Grooming License for Mobile Unit	0	250	
Performing animals license (temporary)	Performing animals license (temporary)	50	500	2015-1608, 9-1-2015
Petting Zoo (Temporary-per day)	Petting Zoo (Temporary-per day)	50	100	
Circus (temporary)	Circus (temporary)	100	500	2015-1608, 9-1-2015
Dangerous Dog	Registration for dangerous dog	100	100	2015-1608, 9-1-2015
Owner Surrender Fee (New Fee)	Rehoming Fee for Animals	25	25	
Late Fee Charges	30 Days	38	20	
Late Fee after 30 Days	Monthly Compounded	38	40	
Follow Up Fees	Animal Shelter Licensing Follow Up	52	50	
Miscellaneous-Pet Store License	Technology Fee	25	25	
Miscellaneous-Kennels	Technology Fee	25	25	
Miscellaneous-Grooming	Technology Fee	25	25	
Miscellaneous-Temporary	Technology Fee	5	5	
Miscellaneous-Mobile Unit Grooming	Technology Fee	0	25	
Miscellaneous-Multi-License Business	Technology Fee	25	25	
Miscellaneous	Gift Shop Item	$5.00-$250.00	$5.00-$250.00	
Department Name: Public Transit - B-Metro				
Tickets	Elderly ADA Ticket—20 tickets × booklet	0	0	Researched City Ordinance; did not find an ordinance for this fee
Tickets	Student Fare Ticket—20 tickets × booklet	0	0	Researched City Ordinance; did not find an ordinance for this fee
Tickets	Paratransit Tickets—20 tickets × booklet	0	0	Researched City Ordinance; did not find an ordinance for this fee
Tickets	Daily pass (50% off Students, Seniors, Individuals with Disabilities and Military Veterans) *Children under 6 is free	3	3	Researched City Ordinance; did not find an ordinance for this fee
Tickets	Weekly pass (50% off Students, Seniors, Individuals with Disabilities and Military Veterans) *Children under 6 is free	20	20	Researched City Ordinance; did not find an ordinance for this fee
Tickets	Elderly ADA IDs	5	5	Researched City Ordinance; did not find an ordinance for this fee

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Tickets	Student IDs	5	5	Researched City Ordinance; did not find an ordinance for this fee
Tickets	RGV Metro Express ID/Pass	0	0	Researched City Ordinance; did not find an ordinance for this fee
Tickets	STA fee	0	0	Researched City Ordinance; did not find an ordinance for this fee
New Bus Fare Tickets	30 Day Monthly Pass (50% off Students, Seniors, Individuals with Disabilities and Military Veterans) *Children under 6 is free	60	60	Researched City Ordinance; did not find an ordinance for this fee
New Bus Fare Tickets	General Fare (50% off students, seniors, Individuals with Disabilities and Military Veterans) *Children under 6 is free	2	2	Researched City Ordinance; did not find an ordinance for this fee
New Bus Fare Tickets	B Metro Smart Card	5	5	
Parking Garage	Parking Garage monthly fee	55	55	Researched; ordinance not found
Parking Garage	Parking garage daily fee	12	12	Researched; ordinance not found
Parking Garage	Parking garage hourly fee	1	1	Researched; ordinance not found
Parking Garage	Parking garage access replacement card fee	25	25	Researched; ordinance not found
Parking Garage	Parking garage lost ticket fee	15	15	Researched; ordinance not found
Community Room	La Plaza- 1,161 sq ft 8 hours	1065.57	1065.57	
Community Room	La Plaza - 1,161 sq ft per hour fee (minimum 2 hours)	133.21	133.21	
Reception Area	La Plaza - 392 sq ft for 8 hrs	359.78	359.78	
Reception Area	La Plaza - 392 sq ft per hour fee (minimum 2 hours)	44.97	44.97	
Kitchenet Area	108 sq ft for 8 hours	99.12	99.12	
Kitchenet Area	108 sq ft per hour fee (minimum 2 hours)	12.39	12.39	
Taxi	Chauffer license fee	30	30	Chapter 106, Sec. 152
Taxi	Taxi monthly fee	50	50	Chapter 106, Sec. 106-31
Taxi	Taxi monthly late fee (if paid after the 5th)	25	25	Chapter 106, Sec. 106-31
Taxi	Taxi annual fee $125.00 × vehicle	125	125	Chapter 106, Sec. 106-119
Taxi	Taxi annual fee for additional vehicle $75.00	75	75	Chapter 106, Sec. 106-119
Fee	Capital Recover Fee Program	VARIES BASED ON CALCULATION	VARIES BASED ON CALCULATION	Ordinance #2024-1739
Department Name: Planning & Redevelopment Services				
Electrical Permit	Base electrical fee	40	40	2008-1485 Sec. 18-463
Electrical Permit	Meter loop up to 400 amps	10	10	2008-1485 Sec. 18-463
Electrical Permit	Meter loop 401—1,000 amps	30	30	2008-1485 Sec. 18-463
Electrical Permit	Meter loop 1,001—2,000 amps	50	50	2008-1485 Sec. 18-463
Electrical Permit	Meter loop—Over 2,000 amps	70	70	2008-1485 Sec. 18-463
Electrical Permit	Temporary pole	10	10	2008-1485 Sec. 18-463
Electrical Permit	Circuits—First 42	4	4	2008-1485 Sec. 18-463
Electrical Permit	Circuits—Over 42	2	2	2008-1485 Sec. 18-463
Electrical Permit	Motor (horsepower) up to 10	4	4	2008-1485 Sec. 18-463
Electrical Permit	Motor (horsepower) over 10	20	20	2008-1485 Sec. 18-463
Electrical Permit	Re-inspection	75	75	2008-1485 Sec. 18-463
	Double fees	×2	×2	
Electrical Permit	Working clearance	50	50	2008-1485 Sec. 18-463
Electrical Permit	Temporary pole—Special event	50	50	2008-1485 Sec. 18-463
Electrical Permit	Inspection on carnivals	300	300	2008-1485 Sec. 18-463
Mechanical Permit	Base mechanical fee	40	40	2008-1485 Sec. 18-627
Mechanical Permit	New ac/htg/vent/refg. (1st 4 tons) per ton	12	12	2008-1485 Sec. 18-627
Mechanical Permit	+ New ac/htg/vent/refg. 5—10 tons	6.00	6.00	2008-1485 Sec. 18-627
Mechanical Permit	+ New ac/htg/vent/refg. over 10 tons.	4.00	4.00	2008-1485 Sec. 18-627
Mechanical Permit	Repair/alteration/additions	4	4	2008-1485 Sec. 18-627
Mechanical Permit	Existing systems $10.00 plus	10	10	2008-1485 Sec. 18-627
Mechanical Permit	$4.00 per $1,000.00	4	4	2008-1485 Sec. 18-627
	Inspecting boilers			
Mechanical Permit	33,000 BTU (1 bhp) to 165,000 (5 bhp)	10	10	2008-1485 Sec. 18-627
Mechanical Permit	165,000 BTU (5 bhp) to 330,000 (10 bhp)	10	10	2008-1485 Sec. 18-627
Mechanical Permit	330,001 BTU (10 bhp) to 1,165,000 (52 bhp)	15	15	2008-1485 Sec. 18-627

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Mechanical Permit	1,165,000 (52 bhp) to 3,300,000 (98 bhp)	25	25	2008-1485 Sec. 18-627
Mechanical Permit	Over 3,300,000 BTU	35	35	2008-1485 Sec. 18-627
Mechanical Permit	Re-inspection	75	75	2008-1485 Sec. 18-627
	Double fees	×2	×2	
Plumbing Permit	Base plumbing fee	40	40	2008-1485 Sec. 18-659
Plumbing Permit	Fixture/drain/trap	6	6	2008-1485 Sec. 18-659
Plumbing Permit	House sewer	10	10	2008-1485 Sec. 18-659
Plumbing Permit	House sewer repair	10	10	2008-1485 Sec. 18-659
Plumbing Permit	Water pipe/treatment	10	10	2008-1485 Sec. 18-659
Plumbing Permit	Vacuum breaker/backflow (1st 5)	5	5	2008-1485 Sec. 18-659
Plumbing Permit	Additional	3	3	2008-1485 Sec. 18-659
Plumbing Permit	Re-inspection	50	50	2008-1485 Sec. 18-659
	Double fees			
Plumbing Permit	Plumbing repairs	20	20	2008-1485 Sec. 18-659
Gas Permit	Base gas fee	40	40	2008-1485 Sec. 18-689
	Gas fees (BTUs) by BTUs (British thermal unit)			
Gas Permit	BTUs (0—149,999)	10	10	2008-1485 Sec. 18-689
Gas Permit	BTUs (150,000—249,999)	20	20	2008-1485 Sec. 18-689
Gas Permit	BTUs (250,000—349,999)	30	30	2008-1485 Sec. 18-689
Gas Permit	BTUs (350,000—499,999)	40	40	2008-1485 Sec. 18-689
Gas Permit	BTUs (over 500,00)	50	50	2008-1485 Sec. 18-689
Gas Permit	Re-inspection	60	60	2008-1485 Sec. 18-689
	Double fees	×2	×2	
Building Permit	Base building fee	40	40	2019-1485-C Sec. 18-123
	Residential New Construction			
Building Permit	1—1,450 square feet ($ per sq. ft.)	0.25	0.25	2019-1485-C Sec. 18-123
Building Permit	1,451—3,010 square feet ($ per sq. ft.)	0.27	0.27	2019-1485-C Sec. 18-123
Building Permit	3,011+ square feet ($ per sq. ft.)	0.3	0.3	2019-1485-C Sec. 18-123
	Residential Interior Alterations/Repairs			
Building Permit	Up to 1,000 square feet	60	60	2019-1485-C Sec. 18-123
Building Permit	Over 1,000 square feet	75	75	2019-1485-C Sec. 18-123
	Residential exterior alterations/repairs			
Building Permit	Up to 1,000 square feet	60	60	2019-1485-C Sec. 18-123
Building Permit	Over 1,000 square feet	75	75	2019-1485-C Sec. 18-123
	Commercial Permit			
	Up to $8,000.00 valuation cost			
Building Permit	Base building fee	40	40	2019-1485-C Sec. 18-123
Building Permit	Repairs/alterations or remodeling			
Building Permit	From $1,000.00 - $8,000.00 valuation cost	60	60	2019-1485-C Sec. 18-123
	$8,000.00—$15,000.00 valuation cost			
Building Permit	For the first $8,000.00	60	60	2019-1485-C Sec. 18-123
Building Permit	For each additional $1,000.00	10	10	2019-1485-C Sec. 18-123
	$15,000.00—$100,000.00 valuation cost			
Building Permit	For the first $15,000.00	100	100	2019-1485-C Sec. 18-123
Building Permit	For each additional $1,000.00	5	5	2019-1485-C Sec. 18-123
	$100,000.00—$500,000.00 valuation cost			
Building Permit	For the first $100,000.00	600	600	2019-1485-C Sec. 18-123
Building Permit	For each additional $1,000.00	3	3	2019-1485-C Sec. 18-123
	$500,000.00—$1,000,000.00 valuation cost			
Building Permit	For the first $500,000.00	1500	1500	2019-1485-C Sec. 18-123
Building Permit	For each additional $1,000.00	1	1	2019-1485-C Sec. 18-123
	Over $1,000,000.00 valuation cost			
Building Permit	For the first $1,000,000.00	2000	2000	2019-1485-C Sec. 18-123
Building Permit	For each additional $1,000.00	1	1	2019-1485-C Sec. 18-123
Sign Permit	Outdoor advertising display			
Sign Permit	Per $1,000.00 of valuation	10	10	2019-1485-C Sec. 18-123
	Certificate of Occupancy			

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Certificate of Occupancy	New Commercial	100	100	2008-1485 Sec. 18-124
Certificate of Occupancy	Existing Commercial	100	100	2008-1485 Sec. 18-124
Certificate of Occupancy	Residential (per unit)	50	50	2008-1485 Sec. 18-124
Certificate of Occupancy	Multifamily (per unit)	50	50	2008-1485 Sec. 18-124
Miscellaneous Fees	Reprint permit/certificate of occupancy	50	50	
WCF Permit	**Wireless Communication Facilities/Monopole - New Construction**	2500	2500	Chapter 338 - Telecommunications / UDC Sec. 4.6.9 - Wireless Transmission
WCF Permit	Wireless Communication Facilities/Monopole - Equipment Upgrade, replacement, repairs	0	500	
Miscellaneous Fees	Re-inspection fee	75	75	2019-1485-C Sec. 18-123
Miscellaneous Fees	Moving structure	150	150	2019-1485-C Sec. 18-123
Miscellaneous Fees	Residential enclosures	150	150	2019-1485-C Sec. 18-123
	Window Replacement			
Miscellaneous Fees	1—4 units	70	70	2019-1485-C Sec. 18-123
Miscellaneous Fees	5 units and over	120	120	2019-1485-C Sec. 18-123
Miscellaneous Fees	House leveling	100	100	2019-1485-C Sec. 18-123
	Residential re-roofing			
Miscellaneous Fees	1—1,500 square feet	50	50	2019-1485-C Sec. 18-123
Miscellaneous Fees	501—2,000 square feet	70	70	2019-1485-C Sec. 18-123
Miscellaneous Fees	Over 2,000 square feet	150	150	2019-1485-C Sec. 18-123
Miscellaneous Fees	Residential solar panels	225	225	2019-1485-C Sec. 18-123
Miscellaneous Fees	Residential swimming pool	200	200	2019-1485-C Sec. 18-123
Miscellaneous Fees	Residential swimming pool repair	100	100	new
Miscellaneous Fees	Mobile/manufactured home	50	50	2019-1485-C Sec. 18-123
Miscellaneous Fees	Residential mechanical repairs	60	60	2019-1485-C Sec. 18-123
Miscellaneous Fees	Moving utility structure	75	75	2019-1485-C Sec. 18-123
	Demolition of any structure			
Miscellaneous Fees	Up to 1,000 square feet	100	100	2019-1485-C Sec. 18-123
Miscellaneous Fees	For every additional 500 sq. ft.	25	25	2019-1485-C Sec. 18-123
	Removal of gas/diesel storage/tanks			
Miscellaneous Fees	Each	100	100	2019-1485-C Sec. 18-123
Miscellaneous Fees	For each additional	50	50	2019-1485-C Sec. 18-123
	Plan checking fees			
	Commercial & Multifamily			
Miscellaneous Fees	3 units or more	0.5 of permit	0.5 of permit	2019-1485-C Sec. 18-123
Miscellaneous Fees	Residential	50	50	2019-1485-C Sec. 18-123
Miscellaneous Fees	Lost permit/certificate of occupancy	50	50	2019-1485-C Sec. 18-123
Miscellaneous Fees	Flood zone verification	10	10	2019-1485-C Sec. 18-123
Miscellaneous Fees	Curb cut/driveway permit	40	40	2019-1485-C Sec. 18-123
Miscellaneous Fees	Per each linear feet	1	1	2019-1485-C Sec. 18-123
Miscellaneous Fees	Sidewalk permit	40	40	2019-1485-C Sec. 18-123
Miscellaneous Fees	Per each square foot	0.25	0.25	2019-1485-C Sec. 18-123
Miscellaneous Fees	Inspections - After Hour	0	300	
	Historic Preservation			
Historic Preservation Regulation	*Demolition of Historic Buildings (Based on approved replacement plan square footage)(contributing, red and orange). Main structure.*			
Historic Preservation Regulation	0-2,500 sq. ft.	2000	2000	UDC 4.2.5.G.6
Historic Preservation Regulation	2,501-10,000 sq. ft.	5000	5000	UDC 4.2.5.G.6
Historic Preservation Regulation	10,001-25,000 sq. ft.	10000	10000	UDC 4.2.5.G.6
Historic Preservation Regulation	25,001-50,000 sq. ft.	20000	20000	UDC 4.2.5.G.6
Historic Preservation Regulation	Over 50,000 sq. ft.	30000	30000	UDC 4.2.5.G.6
Historic Preservation Regulation	**Demolition / Relocation Review for Accessory Building only**	0	50	N/A
Historic Preservation Regulation	**Administrative COA**			

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Historic Preservation Regulation	Certificate of Appropriateness (Residential)	0	0	N/A
Historic Preservation Regulation	Certificate of Appropriateness (Commercial)	0	50	N/A
Historic Preservation Regulation	Work Started prior receiving a COA	0	500	N/A
Historic Preservation Regulation	Building permit application within the NRHD (Residential)	0	0	N/A
Historic Preservation Regulation	Building permit application within the NRHD (Commercial)	0	75	N/A
Historic Preservation Regulation	Historic Sign Review	0	50	N/A
Historic Preservation Regulation	**Historic Preservation Commission Processing Fees**			Approved by Historic Preservation Commission
Historic Preservation Regulation	Certificate of Appropriateness (Residential)	0	50	N/A
Historic Preservation Regulation	Certificate of Appropriateness (Commercial)	0	100	N/A
Historic Preservation Regulation	Work Started prior receiving a COA	0	1000	N/A
Historic Preservation Regulation	Building permit application within the NRHD (Residential)	0	100	N/A
Historic Preservation Regulation	Building permit application within the NRHD (Commercial)	0	150	N/A
Historic Preservation Regulation	Historic Sign Review	0	100	N/A
Historic Preservation Regulation	**Tax Exemption Designation (first time designation)**	0	100	N/A
Historic Preservation Regulation	**Determination of non-contributing status (valid for two (2) years)**	0	100	N/A
Zoning Permit	Annexation Request Fee	250	250	2010-235.79
	Major Subdivision—Residential			
Zoning Permit	0 to 1 Acre	500	500	2010-235.79
Zoning Permit	1 to 10 Acres	1000	1000	2010-235.79
Zoning Permit	10 and Up Acres	2000	2000	2010-235.79
Zoning Permit	**Major Subdivision—Commercial/Multifamily**			2010-235.79
Zoning Permit	0 to 1 Acre	500	500	2010-235.79
Zoning Permit	1 to 10 Acres	1000	1000	2010-235.79
Zoning Permit	10 and Up Acres	2000	2000	2010-235.79
	Minor Subdivision—Residential			
Zoning Permit	0 to 1 Acre	350	350	2010-235.79
Zoning Permit	1 to 5 Acres	500	500	2010-235.79
Zoning Permit	5 to 10 Acres	1000	1000	2010-235.79
Zoning Permit	10 and Up Acres	1500	1500	2010-235.79

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
	Minor Subdivision—Commercial/Multifamily			2010-235.79
Zoning Permit	0 to 1 Acre	350	350	2010-235.79
Zoning Permit	1 to 5 Acres	500	500	2010-235.79
Zoning Permit	5 to 10 Acres	1000	1000	2010-235.79
Zoning Permit	10 and Up Acres	1500	1500	2010-235.79
Zoning Permit	**Master Development Plans**	500	500	2010-235.79
	Planned Development Plan Fee			
Zoning Permit	0 to 1 Acre	750	0	2010-235.79
Zoning Permit	1 to 5 Acres	1000	0	2010-235.79
Zoning Permit	5 to 10 Acres	1250	0	2010-235.79
Zoning Permit	10 and Up Acres	1750	0	2010-235.79
Zoning Permit	Amending Plat	375	375	2010-235.79
Zoning Permit	Appeals	300	300	2010-235.79
Zoning Permit	Subdivision Ordinance	50	50	2010-235.79
Zoning Permit	Determination Certificate — 1995 Rule	300	300	2010-235.79
Zoning Permit	Determination Certificate — 5-Acre Rule	500	500	2010-235.79
Zoning Permit	Repeat Screening	0	0	2010-235.79
Zoning Permit	Postponement of Plat Public Hearing	0	0	2010-235.79
Zoning Permit	Subdivision Ordinance	0	0	2010-235.79
	Subdivision Park Fee (206)			
	Residential			
Zoning Permit	Per Dwelling Unit	500	500	UDC 5.2.3.E
	Commercial Park Fee			
Zoning Permit	Per Subdivided Acre	2000	2000	UDC 5.2.3.E
	Zoning Application—Residential			
Zoning Permit	0 to 1 Acre	500	500	UDC 2020-235.95 Updated Adopting Ordinance
Zoning Permit	1 to 10 Acres	750	750	UDC 2020-235.95 Updated Adopting Ordinance
Zoning Permit	10 and Up Acres	1250	1250	UDC 2020-235.95 Updated Adopting Ordinance
	Zoning Application—Commercial/Multifamily			UDC 2020-235.95 Updated Adopting Ordinance
Zoning Permit	0 to 1 Acre	750	750	UDC 2020-235.95 Updated Adopting Ordinance
Zoning Permit	1 to 5 Acres	1000	1000	UDC 2020-235.95 Updated Adopting Ordinance
Zoning Permit	5 to 10 Acres	1250	1250	UDC 2020-235.95 Updated Adopting Ordinance
Zoning Permit	10 and Up Acres	1750	1750	UDC 2020-235.95 Updated Adopting Ordinance
Zoning Permit	**Specific Use Application—Single Family**			UDC 2020-235.95 Updated Adopting Ordinance
Zoning Permit	0 to 1 Acre	500	500	UDC 2020-235.95 Updated Adopting Ordinance
Zoning Permit	1 to 10 Acres	750	750	UDC 2020-235.95 Updated Adopting Ordinance
Zoning Permit	10 and Up Acres	1250	1250	UDC 2020-235.95 Updated Adopting Ordinance
	Specific Use Permit—Commercial/Multi-family			UDC 2020-235.95 Updated Adopting Ordinance
Zoning Permit	0 to 1 Acre	750	750	UDC 2020-235.95 Updated Adopting Ordinance
Zoning Permit	1 to 5 Acres	1000	1000	UDC 2020-235.95 Updated Adopting Ordinance
Zoning Permit	5 to 10 Acres	1250	1250	UDC 2020-235.95 Updated Adopting Ordinance

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Zoning Permit	10 and Up Acres	1750	1750	UDC 2020-235.95 Updated Adopting Ordinance
Zoning Permit	0 to 1 Acre	750	750	UDC 2020-235.95 Updated Adopting Ordinance
Zoning Permit	1 to 5 Acres	1000	1000	UDC 2020-235.95 Updated Adopting Ordinance
Zoning Permit	5 to 10 Acres	1250	1250	UDC 2020-235.95 Updated Adopting Ordinance
Zoning Permit	10 and Up Acres	1750	1750	UDC 2020-235.95 Updated Adopting Ordinance
Zoning Permit	Zoning Ordinance	50	50	2010-235.79
Zoning Permit	Zoning Verification	50	50	2010-235.79
Zoning Permit	Zoning Analysis	500	500	2010-235.79
Zoning Permit	Digital Maps (15 linear foot)	1.00 to $44.00	1.00 to $44.00	2010-235.79
Zoning Permit	Class "L" Permit Fee For Arcades	0	0	2010-235.79
	Class "W" Applications			
Zoning Permit	Wet Store	0	0	2010-235.79
Zoning Permit	Wet Restaurant	0	0	2010-235.79
Zoning Permit	Liquor Store	0	0	2010-235.79
Zoning Permit	Bars	0	0	2010-235.79
	Conditional Use Permit			
	Wet Stores			
Zoning Permit	Less than 500 sq. ft.	0	0	2010-235.79
Zoning Permit	More than 500 sq. ft.	0	0	2010-235.79
	Wet Restaurant			
Zoning Permit	Less than 750 sq. ft.	0	0	2010-235.79
Zoning Permit	More than 750 sq. ft.	0	0	2010-235.79
Zoning Permit	Liquor Store	2500	2500	2010-235.79
Zoning Permit	Bars	4000	4000	2010-235.79
	Removal of Illegal Signs Within Right-of-Way (all provisional lightweight signs-all types)			
Sign Regulation	1st Violation	N/A	1000	2025-235.120
Sign Regulation	2nd Violation	N/A	2500	2025-235.120
Sign Regulation	3rd Violation	N/A	5000	2025-235.120
	Sign Permit Fees			
Sign Permit	Into the public right-of-way shall apply for and includes first inspection	200	200	2006-142A
Sign Permit	Annual inspection fee	100	0	2006-142A
Sign Permit	Non-refundable processing fee	50	50	2006-142A
Sign Permit	Banners	15	15	2006-142A
Sign Permit	All other non-illuminated signs	25	25	2006-142A
Sign Permit	Electrical signs	50	50	2006-142A
Sign Permit	Billboard signs	200	200	2006-142A
Registration	**Sign Contractor Registration Fees**			
Registration	Non-illuminated sign contractors — 1st year	50	0	2006-1452-A
Registration	Non-illuminated sign contractors — Renewal	25	0	2006-1452-A
Registration	Electrical sign contractors — 1st year	100	0	2006-1452-A
Registration	Electrical sign contractors — renewal	50	0	2006-1452-A
Registration	Electrical sign service contractor — 1st year	100	0	2006-1452-A

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Registration	Electrical sign service contractor — Renewal	50	0	2006-1452-A
Registration	Billboard sign contractor — 1st year	200	0	2006-1452-A
Registration	Billboard sign contractor — Renewal	100	0	2006-1452-A
Registration	**General Contractors**			
Registration	General Contractors registration fee	250	250	2008-1485
Registration	General Contractors registration renewal fee	250	250	2008-1485
	Multifamily Housing Inspection Program Fees			
License	Annual registration fee $50.00 plus $12.00 per additional unit (3 units or more)	50	50	2012-670-F
License	Re-inspection fee	75	75	2012-670-F
	Network/Pole			
License	New node support per pole	1000	1000	2018-1387-C
License	Network nodes up to 5 in an application	500	500	2018-1387-C
License	Per additional network node included in an application	250	250	2018-1387-C
License	Service per year per pole	20	20	2018-1387-C
License	Per network node per year; allows ½ CPI escalation per year after 60-day written notice	250	250	2018-1387-C
License	wireline transport facilities per month on a per network node basis	28	28	2018-1387-C
License	Loan—Business	100	100	2010-1520
Miscellaneous Fees	Board of Adjustments fee	750	750	TX Code of Ordinances Sec. 348-61 No. 235.3
Miscellaneous Fees	Plan Review Scaning Fee per Page - Size up to 11x17	5	5	
Miscellaneous Fees	Plan Review Scaning Fee per Page - Size over 11x17	25	25	
Event Permit	Market Square Plaza Rental Fee	.18 per sq.ft.	.18 per sq.ft.	To be be included in Sec. 2-434. - Master fee schedule if approved
Miscellaneous Fees - C-Accessory Structure	Technology Fee	50	50	
Miscellaneous Fees - C-Addition	Technology Fee	50	250	
Miscellaneous Fees - C-Alteration	Technology Fee	250	250	
Miscellaneous Fees - C-Demolition	Technology Fee	250	250	
Miscellaneous Fees - C-Electrical	Technology Fee	25	25	
Miscellaneous Fees - C-Gas	Technology Fee	25	25	
Miscellaneous Fees - C-Irrigation	Technology Fee	25	25	
Miscellaneous Fees - C-New Construction	Technology Fee	250	250	
Miscellaneous Fees - C-Mechanical	Technology Fee	25	25	
Miscellaneous Fees - C-Plumbing	Technology Fee	25	25	
Miscellaneous Fees - C-Repairs	Technology Fee	50	50	
Miscellaneous Fees - C-Roofing	Technology Fee	50	50	
Miscellaneous Fees - C-Site Development	Technology Fee	50	250	
Miscellaneous Fees - Communication Towers	Technology Fee	250	250	
Miscellaneous Fees - Mobile Structure Relocation	Technology Fee	50	50	
Miscellaneous Fees - Multifamily (Apartments)	Technology Fee	250	250	
Miscellaneous Fees - R-Accessory Dwelling Unit	Technology Fee	25	25	
Miscellaneous Fees - R-Acccessory Structure	Technology Fee	25	25	
Miscellaneous Fees - R-Addition	Technology Fee	25	25	
Miscellaneous Fees - R-Alteration	Technology Fee	25	25	
Miscellaneous Fees - R-Demolition	Technology Fee	25	25	
Miscellaneous Fees - R-Electrical	Technology Fee	25	25	
Miscellaneous Fees - R-Gas	Technology Fee	25	25	
Miscellaneous Fees - R-Irrigation	Technology Fee	25	25	
Miscellaneous Fees - R-Mechanical	Technology Fee	25	25	
Miscellaneous Fees - R-Moving	Technology Fee	25	25	
Miscellaneous Fees - R-New	Technology Fee	100	100	
Miscellaneous Fees - R-Plumbing	Technology Fee	25	25	
Miscellaneous Fees - R-Pool	Technology Fee	25	50	
Miscellaneous Fees - R-Repairs	Technology Fee	25	25	

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Miscellaneous Fees - R-Roofing	Technology Fee	25	25	
Miscellaneous Fees - R-Solar	Technology Fee	25	25	
Miscellaneous Fees - C-Moving	Technology Fee	50	50	
Miscellaneous Fees - C-Certificate of Occupancy	Technology Fee	25	25	
Miscellaneous Fees - C-Pool	Technology Fee	50	250	
Miscellaneous Fees - C-Solar	Technology Fee	50	250	
Miscellaneous Fees - R-Site Development	Technology Fee	25	25	
Miscellaneous Fees - R-Duplex	Technology Fee	100	100	
Miscellaneous Fees - Signs	Technology Fee	25	25	
Miscellaneous Fees - Subdivisions	Technology Fee	0	250	
Miscellaneous Fees - Zoning Processes	Technology Fee	0	150	
Miscellaneous Fees - Zoning Verification Letter	Technology Fee	0	75	
	Downtown Fees			
Market Square Rental	Market Square Rental Day Time Rental (8am - 5pm) [Monday - Thursday]	300	300	
Market Square Rental	Market Square Rental Day Time Rental Additional Hours (8am - 5pm) [Monday - Thursday]	150	150	
Market Square Rental	Market Square Rental Day Time Rental (8am - 5pm) [Friday - Sunday]	500	500	
Market Square Rental	Market Square Rental Day Time Rental Additional Hours (8am - 5pm) [Friday - Sunday]	300	300	
Market Square Rental	Market Square Rental Evening Rentals (5pm - 11pm) [Monday - Thursday]	1500	1500	
Market Square Rental	Market Square Rental Evening Rentals (5pm - 11pm) [Friday - Sunday]	2000	2000	
Miscellaneous Fee - Damage	Damage Deposit required in addition to Rental Fee(s)	500	500	
Miscellaneous Fee - Set up	Set up fee outside working hours	50	50	
Miscellaneous Fee - Extension	Extension beyond contracted rental time	400	400	
Vendor Fee - First Friday	Downtown Brownsville Brick-and-Mortar Business Vendor Fee at Market Square	0	0	
Vendor Fee - First Friday	Non-Downtown Brownsville Brick-and-Mortar Business Vendor Fee at Market Square	50	50	
Vendor Fee - First Friday	Downtown Brownsville Brick-and-Mortar Business Vendor Fee Outside Market Square	0	0	
Vendor Fee - First Friday	Non-Downtown Brownsville Brick-and-Mortar Business Vendor Fee Outside Market Square	50	25	
Vendor Fee - First Friday	First Friday Event Tote Bag	0	30	
Vendor Fee - First Friday	First Friday Event T-Shirt	0	30	
Department Name: Brownsville's UDC- Section 5.2.3(G) Fees				
Commerical Development Fee	Section 5.2, which covers parkland dedication and the fee in-lieu-of	2000	2000	
Department Name: Parks and Recreation Department (PARD)				
Damage Deposit	Range for various venues as determined by contract	$-	$75.00	2009-898 Sec. 74-17
Holding Fee	Holding Fee goes towards rental cost, if event is cancelled fee retained.	$-	$75.00	2009-898 Sec. 74-17
Exclusive Park Rental	Not open to the public, for profit and or exclusive use of the rentor.	2500	3000	2009-898 Sec. 74-17
Section of Park Rental	Keep park areas of park open to the public, for profit or exclusive use of rentor. Only use specified are	$150 minimum, or $.05 cents per square foot which ever is greater.	0	2009-898 Sec. 74-17
Disc Golf Rental	2 Hour Rental Rate	150	100	2009-898 Sec. 74-17
Disc Golf Tournament Rental	Daily Tournament Rental Rate	700	300	2009-898 Sec. 74-17
Disc Golf Disc Rental	Single disc rentals	$2 per disc, $10 Refundable Deposit	$2 per disc, $10 Refundable Deposit	2009-898 Sec. 74-17
Disc Golf Sell	Disc sets for sale	20% mark up	0	2009-898 Sec. 74-17
Recreation Center Room Rental	Meeting Space for Profit Use	$30 per hour	$0.00	2009-898 Sec. 74-17
Post Event Cleaning Rate	Assessed if post event is in poor, damaged, or has trash condition	$300 / hour	$50 / per hour	2009-898 Sec. 74-17
Amphitheatre Rental	Per hour	$150.00	$150.00	2009-898 Sec. 74-17
Beer/Wine Garden	Requires approval of City Manager and PARD Director	$150 per hour	$150 per hour	2009-898 Sec. 74-17
Chairs	Per chair, per event/day	0	2	2009-898 Sec. 74-17
Tables	Per table, per event/day	0	5	2009-898 Sec. 74-17
Bike/Ride Events	Flat rate or Per participant, whichever is greater	$300 or $1 per participant	0	2009-898 Sec. 74-17

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Bike/Ride/Running/Skate Park Events	Bike/Ride/Running events hosted on PARD Property	0	150	
Special Use Park Reservation	not park rental, not pavilion, no shelter, no restrooms, per hour	$30.00	$30.00	2009-898 Sec. 74-17
Commercial Kitchen Rental	Rental agreement required, per hour rate.	$30.00	$30.00	2009-898 Sec. 74-17
Special Event / Parks Wedding Permit	To get married in the park, permit/special use activity/special event form required	$50.00	$50.00	2009-898 Sec. 74-17
Non-motorized Watercraft Rentals	Per hour, per craft	15	0	2009-898 Sec. 74-17
Non-motorized Watercraft Rentals	**20% mark-up from vendor fee**		**Variable rate**	
Drop-In Fitness	Per Person, Per Day/Use	0	3	2009-898 Sec. 74-17
Private Business conducted in a park or PARD Facility	% of fee determined in contract, based on usage	TBD	TBD	2009-898 Sec. 74-17
Trail Event	1 day event, for profit	$150 non-profit, $500 for profit	$150 non-profit, $500 for profit	2009-898 Sec. 74-17
Professional Photography	Per hour for professional business (selling pictures) per hour	$25.00	$25.00	2009-898 Sec. 74-17
Filming in Parks / Trails	Per hour for professional business (video production)	$150 - $2,500	$150 - $2,500	2009-898 Sec. 74-17
Outdoor Parks Wedding/SE Packages	Weddings/SE in Parks, Contract Agreement Required	$3,000 - $10,000.00	$3,000 - $10,000.00	2009-898 Sec. 74-17
Portable Restrooms Rentals	Rental of Portable Restrooms-includes two (2) portable restrooms and one (1) handwashing station – per day fee plus $50.00 damaged deposit fee (refundable)	0	150	
Dignity Trailer	4 hour rental $100.00 damaged deposit fee (refundable)	0	60	
Dignity Trailer Rental Additional Hour	Fee per additional hour	0	30	
Transportation Fee (General)	Fee per mile Dignity Trailer travels	0	0.7	
Dignity Trailer - Cleaning & Restocking	Fee for cleaning and restocking Dignity Trailer	0	100	
Stage Rentals	Rental of stage—per day fee plus $100.00 damaged deposit (refundable)	600	500	2009-898 Sec. 74-17
Bleacher Rentals	Rental of Bleachers—per unit—per day fee plus $100.00 damaged deposit (refundable)	$300.00	$300.00	2009-898 Sec. 74-17
Barricade Rentals	Rental of Barricades per unit—per day plus $50.00 damaged deposit (refundable)	$10.00	$15.00	2009-898 Sec. 74-17
Large Outdoor Pavilion	Rental Reservation of Outdoor Pavilion at Parks (5 hrs.)	$250.00	$250.00	2009-898 Sec. 74-17
Dean Porter Park Resaca deck	Rental reservation of Deck (5 hrs.)	0	500	
Small Outdoor Pavilion	Rental Reservation of Outdoor Pavilion & Gazibos at Parks (5 hrs.)	$150.00	$150.00	2022-1673-A
BBQ Oven	4-Hour Rental	150	200	2009-898 Sec. 74-17
BBQ Oven - Additional Hour	BBQ Oven Extra Hour per Hour	$25.00	$25.00	2009-898 Sec. 74-17
Bench Advertising	Bench Advertisements Quarterly	350	100	2009-898 Sec. 74-17
Department Name: (PARD) Youth Program & Community Events				
Vendor Fee	Fee per vendor (City Event)	$10 - $200	45	2009-898 Sec. 74-17
Summer Recreation Program	Fee per participant, per week	$35.00	$40.00	2009-898 Sec. 74-17
Summer Recreation Program Extended day	Fee per participant, per week	$10.00	$10.00	2009-898 Sec. 74-17
General Program Fee	**Fee per participant to cover activity costs (i.e., field trip, t-shirts, etc.)**		**Variable rate**	
Leaders in Training	Fee per participant, per week	$35.00	$35.00	2009-898 Sec. 74-17
Rental	Popcorn Machine	100	0	2009-898 Sec. 74-17
Rental	Sound System	100	50	2009-898 Sec. 74-17
Rental	RCP Foyer Furniture Per Piece	100	0	2009-898 Sec. 74-17
Parking Lot (I.e., car shows, etc.)	Rental Fee	0	250	
General Program Fee	Fee per person for general programs offered	5	0	
Department Name: (PARD) Aquatics				
ARC Lifeguard Certification	ARC Lifeguard Certification Course	$125.00	$125.00	2009-898 Sec. 74-17
Concession Resale Items	snacks, drinks, water diapers, goggles, towels, caps, etc.	20% mark up max	20% mark up max	2009-898 Sec. 74-17
Learn to Swim Program	Levels 1—5, ~~Adaptive and Adult per session per person~~	$35.00	$38.00	2009-898 Sec. 74-17
Learn to Swim Program	Parent and Child Classes per session per person (30 min)	$17.50	$19.00	2009-898 Sec. 74-17
Learn to Swim Program	Adaptive Classes per session, per person	$17.50	$19.00	
Lifeguard Certification Course	ADD ON (LIIT)	$50.00	$50.00	2009-898 Sec. 74-17
Lifeguard Instructor in Training (LIIT)	Lifeguard in Training Program	75	75	2009-898 Sec. 74-17
Pool Rental (Gonzalez Pool)	Hourly Pool Facility Rental	$100.00	$100.00	2009-898 Sec. 74-17
Pool Rental (Sams Pool)	Hourly Pool Facility Rental	$125.00	$125.00	2009-898 Sec. 74-17
Public Pool Fee—Adult	Regular Pool Entry and Aqua Aerobics	$3.00	$3.00	2009-898 Sec. 74-17
Public Pool Fee—Child	Regular Pool Entry and Aqua Aerobics	$2.00	$2.00	2009-898 Sec. 74-17
Public Pool Fee—Senior	Regular Pool Entry and Aqua Aerobics	$2.00	$2.00	2009-898 Sec. 74-17
Swim Team	Brownsville Stingrays Swim Team Registration	$55.00	$75.00	2009-898 Sec. 74-17
Water Safety Instructor Certification Fee	WSI Certification Course	0	75	

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Department Name: Youth Athletics - (Parks Outside of Sports Park)				
Little Dribblers	3 and 4 year old Basketball Jersey included (cost per player)	$35.00 Resident/$40 NonResident	$40.00 Resident/$45 NonResident	2009-898 Sec. 74-17
Little Dribblers Summer	3 and 4 year old Basketball No Jersey included (cost per player)	$30.00 Resident/$35.00 NonResident	$30.00 Resident/$35.00 NonResident	2009-898 Sec. 74-17
Youth Winter/Spring Basketball	5—12 year old basketball Jersey Included (cost per player)	$45.00 Resident/$50 NonResident	$40.00 Resident/$45 NonResident	2009-898 Sec. 74-17
Youth Summer Basketball	5—18 year old basketball No Jersey Included (cost per player)	$40.00 Resident/$45.00 NonResident	$30.00 Resident/$35.00 NonResident	2009-898 Sec. 74-17
Adult Basketball	Adult basketball season No Jerseys Included (cost per team)	350	300	2009-898 Sec. 74-17
Youth Flag Football	5—12 year old flag football Jersey Included (cost per player)	$55.00 Resident/$60 NonResident	$50.00 Resident/$55 NonResident	2009-898 Sec. 74-17
Youth Fall Volleyball	7—12 year old volleyball Jersey Included (cost per player)	$45.00 Resident/$50 NonResident	$40.00 Resident/$45 NonResident	2009-898 Sec. 74-17
Youth Summer Volleyball	5—18 year old basketball No Jersey Included (cost per player)	$40.00 Resident/$45 NonResident	$30.00 Resident/$35 NonResident	2009-898 Sec. 74-17
Adult Volleyball	Adult volleyball season No Jerseys Included (cost per team)	350	300	2009-898 Sec. 74-17
TAAf Brownsville Track Club	5-18 year old Jersey included	$75.00	$75.00	
Rental - Skate Park, Splash Pad (excludes Dean Porter),	per rental, per day (avg rental time is 4-6 hours)	0	50	
Late Registration Fee	Registration after registrationn deadline posted	5	10	
Athletic Field Independent Youth & Adult League Fees	Leagues the city does not directly operate (**$10.00 per registrar**) must be a registered with an affiliate organization with board, bylaws, rules & regulations.	$9.50 (maximum $10.00)	10	2009-898 Sec. 74-17
Athletic Field Independent Adult League Fees	Per Player. Must be a registered with an affiliate organization with board, bylaws, rules & regulations.	25	0	2009-898 Sec. 74-17
Athletic Field - Resident Practice Rate	**Practice fees per hour**	$30.00	$30.00	2009-898 Sec. 74-17
Athletic Field - Non Resident Practice Rate	Practice fees per hour	45	35	2009-898 Sec. 74-17
Athletic Field - Residents, Non-Tournament Rate	Event Rental (5 to 8 hours max)	300	0	2009-898 Sec. 74-17
Athletic Field - Non-Residents, Non-Tournament	Event Rental (5 to 8 hours max)	300	0	2009-898 Sec. 74-17
Athletic Field - Residents Tournament	Event Rental **(12 hours max) add an additional 30 every extra hour**	400	300	2009-898 Sec. 74-17
Athletic Field - Non-Residents Tournament	Event Rental **(12 hours max) add an additional 35 every extra hour**	$400.00	$400.00	2009-898 Sec. 74-17
Gym Independent Youth & Adult League Fees	Leagues the city does not directly operate ($20.00 per registrar) must be a registered with an affiliate organization with board, bylaws, rules & regulations.	0	20	
Gym Independent Youth League Fees	Leagues the city does not directly operate ($30.00 per registrar) must be a registered with an affiliate organization with board, bylaws, rules & regulations.	0	30	
Gym - Residents **Practice Rate**	**Practice fees per hour**	$40.00	$40.00	2009-898 Sec. 74-17
Gym - Non-Residents **Practice Rate**	Practice fees per hour	60	45	2009-898 Sec. 74-17
Gym - Residents, Non-Tournament	Event Rental (5 to 8 hours max) add an additional $25 every extra hour	300	0	2009-898 Sec. 74-17
Gym - Non-Residents, Non-Tournament	Event Rental (5 to 8 hours max) add an additional $ 25 every extra hour	400	0	2009-898 Sec. 74-17
Banner fee (gyms/fields)		0	300 annually, $150 for 6 months per banner	
Gym - Residents, Tournament	Event Rental **(12 hours max) add an additional 40 every extra hour**	$400.00	$400.00	2009-898 Sec. 74-17
Gym Non-Residents, Tournament	Event Rental **(12 hours max) add an additional 45 every extra hour**	900	500	2009-898 Sec. 74-3
Rental	**Sound System**	**$50.00**	**$50.00**	**2009-898 Sec. 74-17**
Concession Fees	For sale of concession on parks facilities for Independent leagues % sales (net) *Remove Independent Leagues	8% all venues	8% all venues	2009-898 Sec. 74-17
Specialist Contract Fees	Percent of fees for service on COB property (% contractor)	$0.70	$0.70	2009-898 Sec. 74-17
Specialist Contract Fees	Percent of fees for service on COB property (% COB)	$0.30	$0.30	2009-898 Sec. 74-17
Overtime Maintenance Fees	Fees for citizens renting a COB facility and requesting personnel (rate per hour)	18	22	2009-898 Sec. 74-17
Security	**Per extra security $50.00**	**Fee determined by BPD**	**Fee determined by BPD**	
Maintenance Fee	**Maintenance Fee / Clean up fee**	**$100.00**	**$100.00**	**2009-898 Sec. 74-17**
Department Name: (PARD) Brownsville Golf Center				
Golf Course Fee	18 Holes (1/2 Cart)	$35.00	$35.00	2009-898 Sec. 74-17
Golf Course Fee	18 Holes (1/2 Cart) - Off Peak, Day	30	0	2009-898 Sec. 74-17
Golf Course Fee	18 Holes (Walking)	$25.00	$25.00	2009-898 Sec. 74-17
Golf Course Fee	18 Holes (Walking) - Off Peak, Day	25	0	2009-898 Sec. 74-17
Golf Course Fee	18 Holes Twilight (1/2 Cart)	$25.00	$25.00	2009-898 Sec. 74-17
Golf Course Fee	18 Holes Twilight (1/2 Cart) - Off Peak, Day	25	0	2009-898 Sec. 74-17
Golf Course Fee	18 Holes Twilight (Walking)	$20.00	$20.00	2009-898 Sec. 74-17
Golf Course Fee	18 Holes Twilight (Walking) - Off Peak, Day	20	0	2009-898 Sec. 74-17

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Golf Course Fee	9 Holes (1/2 Cart)	$25.00	$25.00	2009-898 Sec. 74-17
Golf Course Fee	9 Holes (1/2 Cart) - Off Peak, Day	25	0	2009-898 Sec. 74-17
Golf Course Fee	Vetrans Fee- 4th of July and Veterans Day only	0	20	
Golf Course Fee active educators (Summer only)	18 holes 1/2 cart	0	30	
Golf Course Fee	9 Holes (Walking)	$20.00	$20.00	2009-898 Sec. 74-17
Employee Rate (Active employees)	18 holes Walking (cart not included)	0	20	
Golf Course Fee	9 Holes (Walking) - Off Peak, Day	15	0	2009-898 Sec. 74-17
Club Rental	Club Rental	$20.00	$20.00	2009-898 Sec. 74-17
Cart Rental	Cart Rental	$15.00	$15.00	2009-898 Sec. 74-17
Pull Cart Rental	Pull Cart Rental	$10.00	$10.00	2009-898 Sec. 74-17
Non-Player Riding Fee	Non-Player Riding Fee	$10.00	$10.00	2009-898 Sec. 74-17
Personal Cart Trail Fee	Personal Cart Trail Fee	$10.00	$10.00	2009-898 Sec. 74-17
Junior- Day (peak, off peak)	Junior- Day (peak, off peak)	9	15	2009-898 Sec. 74-17
Junior - Monthly (peak, off peak)	Junior - Monthly (peak, off peak)	$29, $23	0	2009-898 Sec. 74-17
Single - Monthly (peak, off peak)	Single - Monthly (peak, off peak)	$115, $79	0	2009-898 Sec. 74-17
Couple - Monthly (peak, off peak)	Couple - Monthly (peak, off peak)	$163, $148	0	2009-898 Sec. 74-17
Trail Fee - Monthly	Trail Fee - Monthly	$65.00	$65.00	2009-898 Sec. 74-17
Cart Storage - Monthly	Cart Storage - Monthly	140	0	2009-898 Sec. 74-17
Cart Storage & Trail Fee - Monthly	Cart Storage & Trail Fee - Monthly	190	0	2009-898 Sec. 74-17
Cart Storage & Trail Fee - 3 Month	Cart Storage & Trail Fee - 3 Month/Saves $55	525	0	2009-898 Sec. 74-17
Junior - Annual	Junior - Annual	$260.00	$260.00	2009-898 Sec. 74-17
Single - Annual	Single - Annual	$890.00	$955.00	2009-898 Sec. 74-17
Couple - Annual	Couple - Annual	1719	0	2009-898 Sec. 74-17
Family - Annual	Family - Annual	1896	0	2009-898 Sec. 74-17
Trail Fee - Annual	Trail Fee - Annual	$315.00	$315.00	2009-898 Sec. 74-17
Junior - Annual W/ 1/2 Cart	Junior - Annual W/ 1/2 Cart	$255.00	$255.00	2009-898 Sec. 74-17
Single - Annual W/ 1/2 Cart	Single - Annual W/ 1/2 Cart	$1,230.00	$1,230.00	2009-898 Sec. 74-17
Couple - Annual W/ 1/2 Cart	Couple - Annual W/ 1/2 Cart	1720	0	2009-898 Sec. 74-17
Senior Rate membership, Employee Rate	Senior Rate, Employee Rate/20% reduced rate (does NOT include concessions)	$700.00	$700.00	2009-898 Sec. 74-17
Family - Annual W/ Cart	Family - Annual W/ Cart	$1,900.00	$1,900.00	2009-898 Sec. 74-17
Concessions (all beverages & all goods sold at the ProShop)		50%-200% mark-up from market value		
Winter Texan Fee	Winter Texan Single Annual Walking (October-April)	$375.00	$406.00	
Winter Texan Fee	Winter Texan Singal Annual ½ Cart (October-April)	$523.00	$565.00	
Winter Texan Fee	Winter Texan Couple Annual Walking (October-April)	$731.00	$788.00	
Winter Texan Fee	Winter Texan Couple Annual ½ Cart (October-April)	$854.00	$922.00	
Non-Profit Peak Tournament Fee	Non-Profit Peak Tournament Fee	0	26.25	
Non-Profit Off-Peak Tournament Fee	Non-Profit Off-Peak Tournament Fee	0	22.5	
Department Name: (PARD) Brownsville Event Center				
Full Complex	8 Hour Rental	7398.44	9248.05	2009-898 Sec. 74-17
Palo Alto Grand Ballroom	8 Hour Rental	4756.25	5945.31	2009-898 Sec. 74-17
Resaca de la Palma "A"	8 Hour Rental	793.75	992.19	2009-898 Sec. 74-17
Major Jacob Brown "B"	8 Hour Rental	793.75	992.19	2009-898 Sec. 74-17
Palmito Hill "C"	8 Hour Rental	793.75	992.19	2009-898 Sec. 74-17
Charles Stillman "D"	8 Hour Rental	793.75	992.19	2009-898 Sec. 74-17
Palo Alto "E"	8 Hour Rental	1585.94	1982.42	2009-898 Sec. 74-17
Rooms "AB" or "CD"	8 Hour Rental	1585.94	1982.42	2009-898 Sec. 74-17
Rooms "ABE" or "CDE"	8 Hour Rental	3171.88	3964.84	2009-898 Sec. 74-17
Conference Room "A"	8 Hour Rental	390.63	488.28	2009-898 Sec. 74-17
Conference Room "B"	8 Hour Rental	390.63	244.14	2009-898 Sec. 74-17
Conference Room "C"	8 Hour Rental	195.31	244.14	2009-898 Sec. 74-17
Conference Rooms "BC"	8 Hour Rental	250	488.28	2009-898 Sec. 74-17
Covered Walkway "A"	8 Hour Rental	390.63	488.28	2009-898 Sec. 74-17
Covered Walkway "B"	8 Hour Rental	390.63	488.28	2009-898 Sec. 74-17
Foyer	8 Hour Rental	390.62	488.28	2009-898 Sec. 74-17
Gazebo Area	8 Hour Rental	600	600	2009-898 Sec. 74-17

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Pinata Pole Area	8 Hour Rental	60	50	2009-898 Sec. 74-17
Off Peak Rate	Reduced Rate for Monday, Tuesday, or Wednesday Rental -	0.1	0.1	2009-898 Sec. 74-17
Non-Profit Rate	Up to 20% Reduced Rate as approved by City Commission	Max 20%	Max 20%	2009-898 Sec. 74-17
Additional Hours	Each additional hour $150 per hour, after Midnight $250 per hour. 2 hours Max Friday's & Saturday's only.	$150, $250	$150, $250	2009-898 Sec. 74-17
Refundable Damage Deposit	Social, Non-Profits, Corporate	350	350	2009-898 Sec. 74-17
Refundable Damage Deposit	Car Shows and Expos	1000	1000	2009-898 Sec. 74-17
Digital Frame	Vendors (Caterers, Flower Shops, DJs, etc.)	200	200	2009-898 Sec. 74-17
Digital Frame	Advertisement for 4 months	700	0	2009-898 Sec. 74-17
Projector	AV Equipment	125	125	2009-898 Sec. 74-17
Wireless microphones	AV Equipment	25	25	2009-898 Sec. 74-17
Lavaliere Microphone	AV Equipment	45	25	2009-898 Sec. 74-17
12' x 8 Screen	AV Equipment	0	95	
10' × 10' Screen	AV Equipment	95	95	2009-898 Sec. 74-17
7' × 7' Screen	AV Equipment	45	45	2009-898 Sec. 74-17
Electrical Extension Cords	AV Equipment	100	10	2009-898 Sec. 74-17
Extra hours - Set Up	Per Hour	150	150	2009-898 Sec. 74-17
Extra hours - Event	Extra hours party (12:00 am—1:00 am)	250	250	2009-898 Sec. 74-17
White Folding Chairs	each — Max. 100	2.00	2.00	2009-898 Sec. 74-17
Pipe & Drape	10' × 8' Booths (ea.) — Max. 55	25.00	25.00	2009-898 Sec. 74-17
Relocate Dance Floor	Move dance floor to center of rooms ABE or CDE	250.00	250.00	2009-898 Sec. 74-17
Practice for Special Dance	Per Hour	150.00	150.00	2009-898 Sec. 74-17
Stanchions	Stanchions (ea.) — Max. 6	10.00	10.00	2009-898 Sec. 74-17
Banner Pole	Max. 10' × 40'	40.00	40.00	2009-898 Sec. 74-17
Cocktail Tables with Covers	Each	0	15	
Tiffany Chairs	$2.50 ea. (max 400)	0	2.5	
Parking Lot	Rental Fee	0	1000	
Department Name: (PARD) Sports Park				
Rental Fees	Lights, All Locations —Per Field—Per Hour	250	0	2009-898 Sec. 74-17
Rental Fees	Mobile Stage Rental	$	500	
Rental Fees	PA System (Speaker & Micrphone)	0	100	
Rental Fees	Championship Field Windscreen - per 8'X8' Panel	100	100	2009-898 Sec. 74-17
Rental Fees	Championship Field Windscreen - Short Side (~32 panels -260')	3000	3000	2009-898 Sec. 74-17
Rental Fees	Championship Field Windscreen - Long Side (~43 panels - 350')	4000	4000	2009-898 Sec. 74-17
Rental Fees	Vendor Fee - Depending on the Event scope/capacity (City Events)	$150 -$250	$150 -$250	2009-898 Sec. 74-17
Rental Fees	Refundable Deposit for Vendors	50	50	
Rental Fees	Additional Staff Fee Per hour	18	25	2009-898 Sec. 74-17
Rental Deposit	% 25 of total cost rental for deposit	0.25	0.25	2009-898 Sec. 74-17
Rental Fees	Golf Cart Rental per-cart /per-day	0	50	
Rental Fees	Outdoor Basketball, per hour, per court	20	20	2009-898 Sec. 74-17
Sponsorship/Advertisement				
Rental Fees	Seasonal—3-month period	300	300	2009-898 Sec. 74-17
Rental Fees	Full Year, per banner	900	900	2009-898 Sec. 74-17
Rental Fees	Pole Banner Set of 6 - Seasonal (3 months)	500	500	2009-898 Sec. 74-17
Rental Fees	Pole Banner Set of 6 - Year - per set	1400	1400	2009-898 Sec. 74-17
Rental Fees	Banner - MSF, Turf, Softball	$250 per 3 months	$500 per 3 months	
Rental Fees	Red Barricade Advertising - per barricade, per month	150	150	2009-898 Sec. 74-17
Rental Fees	Red Barricade Advertising - per barricade, per day	10	20	2009-898 Sec. 74-17
Parking Fee	Dirt - range based on the event scope/capacity	$5-$9	10	2009-898 Sec. 74-17
Parking Fee	Special Event / VIP - ranged based on the event scope/capacity	$10 -$20	$10 -$20	2009-898 Sec. 74-17
Rental Fees	Digital Scoreboard - amount determined as per contract agreement	$100-$50,000	$1,000-$50,000	2009-898 Sec. 74-17
Rental Fees	Digital Scoreboard Surrounds Ads- amount determined as per contract agreement	$10,000-$50,000	$2,000-$50,000	2009-898 Sec. 74-17
Rental Fees	Sports Equipment Package (a la carte selection) - based on selected package items	$20 - $500	$20 - $500	2009-898 Sec. 74-17
Drop In Rate	open gym, training, gym - per person	3	3	2009-898 Sec. 74-17
Rental Fees	BMX - 4 Hours	150	150	2009-898 Sec. 74-17

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Softball/Baseball Rental Fees				
Rental Fees	Individual Field—Hourly (Practice Only) No Marked Lines	45	40	2009-898 Sec. 74-17
Rental Fees	Individual Field - Hourly (Practice Only) Marked	$50 Resident/$60 NonResident	$60 Resident/$70 NonResident	
Rental Fees	Individual Field—Hourly (Games)	100	100	2009-898 Sec. 74-17
Rental Fees	Tournament Fees—Softball/Baseball - Daily	450	1000	2009-898 Sec. 74-17
Rental Fees	Concessions (Weekend Tournaments - If Chosen)	300 Day Resident/$350 Day Non Resident	300 Day Resident/$350 Day Non Resident	
Multisport Fields Complex Rental Fees				
Rental Fees	Full Size MS Field—Hourly (Practice Only) No Marked Lines	45	50	2009-898 Sec. 74-17
Retal Fees	Full Size MS Field - Hourly (Practice Only) Marked	$50 Resident/$60 Non Resident	$60 Resident/$70 Non Resident	
Rental Fees	Full Size MS Field—Games (2 hrs.)	$100.00	$100.00	2009-898 Sec. 74-17
Tournament Fees—MSF Per Field *price will vary based on number of Fields Rented				
Rental Fees	MS Field—Per Field (Tournament)	150	200	2009-898 Sec. 74-17
Rental Fees	Full Size MS Youth Sized Field—Per Field (Tournament)	200	0	2009-898 Sec. 74-17
Rental Fees	Concessions (Weekend Tournaments - If Chosen)	0 Day Resident/$350 Day NonResident	$300 Day Resident/$350 Day NonResident	
Artificial Turf Field Rental Fees				
Rental Fees	Hourly—Practice	60	60	2009-898 Sec. 74-17
Rental Fees	Hourly (up to 6 hours)—Games/Scrimmages Visitor Seating Only	150	175	2009-898 Sec. 74-17
Rental Fees	Visitor Seating - All Day Event	$1,500 Resident/$2000 NonResident	$1,500 Resident/$2000 NonResident	
Rental Fees	Hourly (up to 6 hours)—Games/Scrimmages Stadium Seating	250	300	2009-898 Sec. 74-17
Rental Fees	Stadium Seating - All Day Event	$2,500 Resident/$3,000 NonResident	$3,000 Resident/$3,500 NonResident	
Rental Fees	Full Stadium Seating—All day Event (6+ hours)	3000	3500	2009-898 Sec. 74-17
Rental Fees	Locker Rooms	$75 Resident/$80 NonResident	$75 Resident/$80 NonResident	2009-898 Sec. 74-17
Rental Fees	Scoreboard Rental	100	100	2009-898 Sec. 74-17
Rental Fees	Partial Park Exclusive Use Fee	1500	1500	2009-898 Sec. 74-17
Rental Fees	Open 42 Acres (w/ other BSP Facility rentals)	1500	1500	2009-898 Sec. 74-17
Rental Fees	Exclusive Park Use Fee (no other BSP facility rental)	2500	3500	2009-898 Sec. 74-17
Dome Rental Fees				
Rental Fees	Full Dome Rental (No Equipment) - hourly	0	150	
Rental Fees	Deposit for Hourly Rate	0	50	
Rental Fees	Tournament Rate (12 Hour Block)	750	850	
Rental Fees	Deposit for Tournament Rate	0	150	
Rental Fees	Additional Hours	0	100	
BSP Walking Trail & Pavilion				
Rental Fees	Bike/Run/Walk Races—w/Pavilion 4 HRS	500	500	2009-898 Sec. 74-17
Rental Fees	Bike/Run/Walk Races—Full Shut down of BSP	2500	3000	2009-898 Sec. 74-17
Rental Fees	Race Clock Rental	50	50	2009-898 Sec. 74-17
Rental Fees	Traffic Cone Rental (per cone)	0.25	0.25	2009-898 Sec. 74-17
Rental Fees	Traffic Cone Deposit (not refunded after 1st cone lost/damaged)	50	50	2009-898 Sec. 74-17
Rental Fees	Traffic Cone Replacement Fee (every cone lost/damaged after 1st)	10	50	2009-898 Sec. 74-17
Rental Fees	Traffic Barricade Rental (per barricade)	3	10	2009-898 Sec. 74-17
Rental Fees	BSP Staff Setup	$150 Flat Rate	$150 Flat Rate	
Other Facilities				
Rental Fees	Basketball Court—Hourly Rental	$20 Resident/$30 NonResident Hourly	$30 Resident/$40 NonResident Hourly	2009-898 Sec. 74-17
Rental Fees	Outdoor Basketball Courts - Tournament	$400 Resident/$500 NonResident	$400 Resident/$500 NonResident	
Rental Fees	Sand Volleyball Court—Daily Rental	350	350	2009-898 Sec. 74-17
Rental Fees	Sand Volleyball Court - BOUNDARY LINES	50	50	2009-898 Sec. 74-17
Rental Fees	Sand Volleyball Court Tournament (8 hrs)	$350 Resident/$400 NonResident	$400 Resident/$450 NonResident	
Rental Fees	Skate Park - Half Day	$150 Resident/$200 NonResident	$200 Resident/$250 NonResident	
Rental Fees	Skate Park—Daily Rental	$250 Resident/$300 NonResident	$300 Resident/$350 NonResident	2009-898 Sec. 74-17
Rental Fees	North Pavilion - (By Sand Volleyball) 4 hours, $75 each additional hour	250	150	2009-898 Sec. 74-17
Rental Fees	South Pavilion - (By Playground) 4 hours, $75 each additional hour	$75 Residents/$100 NonResidents Hourly	$250 Residents/$350 NonResidents Hourly	
Registration Fees				
Registration Fees	Softball League—Adult	350	350	2009-898 Sec. 74-17
Registration Fees	Volleyball League—Adult	350	350	2009-898 Sec. 74-17

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Registration Fees	Flag Football—Adult	350	350	2009-898 Sec. 74-17
Registration Fees	Junior/Adult Coed Sand Volleyball	350	350	
Registration Fees	Late Registration Fee—ALL LEAGUES	75	75	2009-898 Sec. 74-17
Department Name: Brownsville South Padre Island International Airport				
	Motor Vehicle Parking Fee Schedule			
Short Term Lot	0-30 minutes	0	0	2024-1734-A Chapter 14 (0 to 7 days waived fees for veterans, with govt ID)
Short Term Lot	31-60 minutes	1.5	1.5	2024-1734-A Chapter 14 (0 to 7 days waived fees for veterans, with govt ID)
Short Term Lot	Each Additional Hour	2	2	2024-1734-A Chapter 14 (0 to 7 days waived fees for veterans, with govt ID)
Short Term Lot	Maximum daily rate	12	12	2024-1734-A Chapter 14 (0 to 7 days waived fees for veterans, with govt ID)
Long Term Lot	0-30 minutes	0	0	2024-1734-A Chapter 14 (0 to 7 days waived fees for veterans, with govt ID)
Long Term Lot	31-60 minutes	2	2	2024-1734-A Chapter 14 (0 to 7 days waived fees for veterans, with govt ID)
Long Term Lot	Each Additional Hour	2	2	2024-1734-A Chapter 14 (0 to 7 days waived fees for veterans, with govt ID)
Long Term Lot	Maximum daily rate	8	8	2024-1734-A Chapter 14 (0 to 7 days waived fees for veterans, with govt ID)
Parking	Corportate Reserve Parking Fee/Monthly	150	150	2024-1734-A Chapter 14
Parking	Lost Ticket	0	50	
Luggage	Lugage Cart	$3/with 0.50 return	$3/with 0.50 return	2024-1734-A Chapter 14
Air Starter Rental	Air Starter Rental per use	50	50	
	Badging Fees Schedule			
Badging	New Badge	80	80	Based on material and background check cost
Badging	Annual Badge Renewal	20	20	Based on material and background check cost
Badging	Damaged Badge Replacement	20	20	Based on material and background check cost
Badging	Lost Badge Replacement	100	100	Based on material and background check cost
Badging	Lost Employee Parking Card Replacement	50	50	Based on material and background check cost
Badging	Fine - No badge return	100	100	Airport badge application states that the badge is property of the airport and must be surrender upon termination of employment. If not returned the fine will be charged
Badging	New Key Issue	10	10	Based on material cost
Badging	Re-Keying Door, per core	50	50	Based on material cost
Badging	Re-Keying Door, per key	10	10	Based on material cost
Conference Room Rental	4 Hours	35	35	Researched City Ordinance; did not find an ordinance for this fee
	Signatory Landing Fee Schedule			
Landing Fees	4,000 lbs. or less a minimum fee of	PER AUA (Airport confirming with Legal)	PER AUA (Airport confirming with Legal)	2024-1734-A Chapter 14
Landing Fees	Over 4,000 lbs. fee per 1,000 lbs.	PER AUA (Airport confirming with Legal)	PER AUA (Airport confirming with Legal)	2024-1734-A Chapter 14
	Non-Signatory Landing Fee Schedule			
Landing Fees	4,000 lbs. or less a minimum fee of	0	0	2024-1734-A Chapter 14
Landing Fees	4,001 lbs. fee per 1,000 lbs.	0.68	0.68	2024-1734-A Chapter 14
	Non-Signatory Cargo Ramp Fee Schedule			
Cargo Ramp Fee	Less than 12,500 lbs. GLW	5	5	Researched City Ordinance; did not find an ordinance for this fee
Cargo Ramp Fee	12,500 lbs. to 49,000	10	10	Researched City Ordinance; did not find an ordinance for this fee
Cargo Ramp Fee	50,000 lbs. to 99,999 lbs. GLW	15	15	Researched City Ordinance; did not find an ordinance for this fee

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Cargo Ramp Fee	100,000 lbs. GLW and above	20	20	Researched City Ordinance; did not find an ordinance for this fee
	Non-Signatory Passenger Terminal Fees			
Passenger Terminal Fee	Terminal Use Fee	200	200	Researched City Ordinance; did not find an ordinance for this fee
Passenger Terminal Fee	Federal Inspection Facility Fee per deplaned	0.75	0.75	Researched City Ordinance; did not find an ordinance for this fee
Passenger Terminal Fee	Loading Bridge Use Fee per operation	9	9	Researched City Ordinance; did not find an ordinance for this fee
	Fuel Flowage Fee Schedule			
Fuel Flowage Fee	Fuel Flowage Fee per Gallon	0.06	0.06	Chapter 14-127
	Land Lease Schedule			
Land Lease Rate	Annual Aeronautical Land Rate	$0.18 per square foot	$0.18 per square foot	Airport Appraisal Document
Land Lease Rate	Annual Non-Aeronautical Land Rate	$0.18 per square foot	$0.18 per square foot	Airport Appraisal Document
	Vehicles for Hire Fee Schedule			
Vehicles for Hire Fee	Monthly Taxi Fee	25	25	Pending ordinance #
Vehicles for Hire Fee	Transportation Network Companies Fee per trip	2	1	Pending ordinance #
Vehicles for Hire Fee	Peer-to-peer Ride Share Companies Fee per trip	11% per gross sales	11% per gross sales	Pending ordinance #
Vehicles for Hire Fee	Charter Vehicles (Shuttles) Fee per passenger	2	2	Pending ordinance #
Department Name: CVB				
Permit	Short Term Rental	$ 50.00	$ 50.00	Ordinance # 2024-1760
Miscellaneous Fees	BTX Silver (Word Logo Brownsville Texas) Tumblers - 16oz	$ 25.00	$ 25.00	Based on product cost and POS fees/ 20% City Employee Discount and 20% Holiday Discount
Miscellaneous Fees	BTX Red Icons Tumbler - 16oz	$ 25.00	$ 25.00	Based on product cost and POS fees/ 20% City Employee Discount and 20% Holiday Discount
Miscellaneous Fees	BTX Texas Tumbler -16oz	$ 25.00	$ 25.00	Based on product cost and POS fees/ 20% City Employee Discount and 20% Holiday Discount
Miscellaneous Fees	Caps	$ 25.00	$ 25.00	Based on product cost and POS fees/ 20% City Employee Discount and 20% Holiday Discount
Miscellaneous Fees (REMOVE FROM INVENTORY)	Short Sleeve Red BTX Logo T-Shirt	$ 20.00	0	Based on product cost and POS fees/ 20% City Employee Discount and 20% Holiday Discount
Miscellaneous Fees	BTX Tote Bag LARGE	$ 30.00	$ 20.00	Based on product cost and POS fees/ 20% City Employee Discount and 20% Holiday Discount
Miscellaneous Fees	Canvas Tote Bags	$ 20.00	$ 20.00	Based on product cost and POS fees/ 20% City Employee Discount and 20% Holiday Discount
Miscellaneous Fees (REMOVE FROM INVENTORY)	Umbrella	$ 8.00	0	Based on product cost and POS fees/ 20% City Employee Discount and 20% Holiday Discount
Miscellaneous Fees	YOUTH T-shirts (XS,S,M,L,XL)	$ 20.00	$ 15.00	Based on product cost and POS fees/ 20% City Employee Discount and 20% Holiday Discount
Miscellaneous Fees (REMOVE FROM INVENTORY)	YOUTH Icon T-Shirt (Red Icon)	$ 20.00	0	Based on product cost and POS fees/ 20% City Employee Discount and 20% Holiday Discount
Miscellaneous Fees	ADULT T-shirts (XS,S,M,L,XL,2XL)	$ 20.00	$ 20.00	Based on product cost and POS fees/ 20% City Employee Discount and 20% Holiday Discount
Miscellaneous Fees (REMOVE FROM INVENTORY)	ADULT Texas T-shirt (Texas Design)	$ 20.00	0	Based on product cost and POS fees/ 20% City Employee Discount and 20% Holiday Discount
Miscellaneous Fees	Mugs	0	$ 25.00	Based on product cost and POS fees/ 20% City Employee Discount and 20% Holiday Discount
Miscellaneous Fees	Kids T-Shirts (XS,S,M,L,XL)	0	$ 10.00	Based on product cost and POS fees/ 20% City Employee Discount and 20% Holiday Discount
Miscellaneous Fees	Lapel Pins	0	$ 3.00	Based on product cost and POS fees/ 20% City Employee Discount and 20% Holiday Discount
Space Fest Vendor Registration Fees	Artisan Vendor	0	$ 35.00	
Space Fest Vendor Registration Fees	Food Vendor or Cottage Law	0	$ 75.00	
Space Fest Vendor Registration Fees	Food Truck	0	$ 175.00	
Miscellaneous Fees	Patches	0	$ 10.00	Based on product cost and POS fees/ 20% City Employee Discount and 20% Holiday Discount

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #
Miscellaneous Fees	Jackets	0	$ 75.00	Based on product cost and POS fees/ 20% City Employee Discount and 20% Holiday Discount
Miscellaneous Fees	Magnets	0	$ 7.00	Based on product cost and POS fees/ 20% City Employee Discount and 20% Holiday Discount
Miscellaneous Fees	Sticker Packets	0	$ 8.00	Based on product cost and POS fees/ 20% City Employee Discount and 20% Holiday Discount
Department Name: CMD				
B-Roll Footage Requests	1 minute of raw video/interview clips	100	100	
Photo requests	High resolution single image	25	25	

**The City Manager or her designee may waive 100% of the Parks and Recreation facility fees, including Parks, the Event Center, and the Sports Park ("Facility Fees"), for City-sponsored or co-sponsored events that are for employees of the City or that are open to the public at no charge. The City Manager or her designee may reduce Parks and Recreation Facility Fees by 25% for non-profits if the use is found to serve a public purpose and sufficient safeguards are in place to ensure that public purpose is achieved. All other Parks and Recreation Facility Fees may be reduced by 50% if the use is found to serve a public purpose and sufficient safeguards are in place to ensure that public purpose is achieved.*

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Will Trevino, City Attorney, Alan Guard, City Manager, Daniel Leal, Director Planning & Redevelopment Services
Date:	Tuesday, September 22, 2026
Agenda #:	Consideration and **ACTION** on **Resolution Number 2026-121-A** amending **Resolution Number 2026-121** ratifying direction to the City Manager to reactivate the City of Brownsville Environmental and Conservation Task Force that was tasked with providing advice and recommendations to the City Commission regarding data center policies and development regulations. (City Manager's Office/ Office of the City Attorney/ Planning and Redevelopment Department)

Summary:

Project Scope and Analysis:

Funding:

Source: Not Applicable

Amount:

Local Contribution if Applicable:

Recommendation:
Staff recommends approval.

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

Attachments:
1. Resolution 2026-121-A v4

RESOLUTION NUMBER 2026-121-A

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, AMENDING RESOLUTION NUMBER 2026-121 DIRECTING THE CITY MANAGER TO INITIATE THE PROCESS TO ADOPT A 90-DAY MORATORIUM ON THE AFOREMENTIONED USES AND RATIFYING DIRECTION TO THE CITY MANAGER TO REACTIVATE THE CITY OF BROWNSVILLE ENVIRONMENTAL AND CONSERVATION TASK FORCE THAT WAS TASKED WITH PROVIDING ADVICE AND RECOMMENDATIONS TO THE CITY COMMISSION REGARDING DATA CENTER POLICIES AND DEVELOPMENT REGULATIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Brownsville, Texas (the "City") is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution, and Chapter 9 of the Texas Local Government Code; and

WHEREAS, Chapter 212 of the Texas Local Government Code ("LGC") grants a municipality the authority to adopt a moratorium on property development in certain circumstances; and

WHEREAS, a moratorium adopted under Chapter 212 of the LGC is limited to residential property, commercial property, or both; and

WHEREAS, data centers have been identified as a type of property development upon which the City Commission is authorized under Chapter 212 of the LGC to impose a moratorium; and

WHEREAS, a municipality is prohibited from adopting a moratorium on property development unless the municipality complies with the specific notice and hearing procedures set forth under Chapter 212 of the LGC; and

WHEREAS, before a moratorium may be adopted under Chapter 212 of the LGC, a municipality must hold two public hearings, each held at least 30 days apart, with advance notice published at least 30 days before each hearing, followed by two readings of the proposed ordinance imposing the moratorium; and

WHEREAS, the first reading of the proposed ordinance imposing the moratorium must occur no later than 12 days after the second public hearing, and the second reading of the proposed ordinance must occur not less than 28 days after the first reading; and

WHEREAS, for the moratorium to take effect, the ordinance must receive the affirmative vote of at least three-fourths of the City Commission following the second reading; and

WHEREAS, a moratorium adopted under Chapter 212 of the LGC expires 90 days following adoption, unless the municipality extends the moratorium for an additional 90 days; and

WHEREAS, it is the desire of the City Commission to initiate the process of adopting a 90-day moratorium on the acceptance, processing, and approval of new applications for rezoning or permits for data centers; and

WHEREAS, the City Commission recognizes that data center development is a rapidly evolving and impactful matter for the United States, the State of Texas, and the City due to changing technology and the growth of artificial intelligence (AI); and

WHEREAS, the City Commission values transparency and accountability in decision-making, fostering trust among diverse stakeholders, and finds it necessary to engage academic and industry experts, alongside community representation, to establish evidence-based recommendations regarding data center development; and

WHEREAS, the City Commission recognizes the importance of proactive and coordinated evaluation of emerging development trends, and finds that an integrated review of energy, water, land use, and fiscal considerations will assist the City in preparing for future challenges in a comprehensive and responsible manner; and

WHEREAS, on August 3, 2026, Governor Greg Abbott directed the Public Utility Commission of Texas (PUCT) and the Electric Reliability Council of Texas (ERCOT) to conduct a comprehensive verification and audit of all data centers advancing through ERCOT's interconnection process and directed that the PUCT and ERCOT must complete this audit before any data center project moves forward; and

WHEREAS, the Governor's action effectively establishes a temporary moratorium at the State level on new data center development that will impact new local data center development; and

WHEREAS, the City Commission has determined that, in light of the Governor's letter and community feedback, the reactivation of the City of Brownsville Environmental and Conservation Task Force is in the best interest of the residents and business community of the City; and

WHEREAS, the Environmental and Conservation Task Force will be tasked with conducting a comprehensive, fact-based evaluation of data center development, focusing on the scope as set forth below; and

WHEREAS, the Environmental and Conservation Task Force shall be comprised of experts in fields relevant to environmental review, public utilities, infrastructure, public health, and data center operations, with neighborhood representation within the City's regulatory authority; and

WHEREAS, the Environmental and Conservation Task Force is tasked with providing advice and recommendations to the City Commission regarding data center policies and development regulations, and further serves as a framework for analyzing and evaluating data centers and other economic development projects through a lens of environmental sustainability and community resilience, offering rigorous review of development proposals and supporting

Brownsville's transition toward a sustainable and environmentally conscious development model; and

WHEREAS, such advice and recommendations shall be produced in a final report provided to the City Commission by December 15, 2026, or sooner if feasible; and

WHEREAS, the City Commission adopted Resolution Number 2026-121 on September 1, 2026, and now desires to amend the composition of the Environmental and Conservation Task Force.

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

SECTION 1. Findings Incorporated. The findings and recitations set out in the preamble to this Resolution are found to be true and correct, and they are hereby adopted by the City Commission as its legislative findings and made a part hereof for all purposes.

SECTION 2. Moratorium. The City Manager is directed to initiate the process to adopt a 90-day moratorium, as set forth under Chapter 212 of the LGC, on the acceptance, processing, and approval of new applications for rezoning or permits for data centers. The City Manager is further directed to require staff during the moratorium period to undertake an expedited planning and regulatory review regarding data centers, to include:

a. Evaluation of noise impacts of such facilities;
b. Evaluation of municipal water supply impacts and long-term water availability;
c. Evaluation of land-use compatibility, building scale, and mechanical and electrical systems associated with such facilities; and
d. Development of zoning ordinance amendments, City Code amendments, and amendments to the water manual governing such facilities.

SECTION 3. Task Force. The City Manager is directed to reactivate the Environmental and Conservation Task Force and, given the time-sensitive nature of its charge, to manage and direct the Task Force, establish a meeting schedule, ensure the orderly conduct of all meetings, and prepare and submit reports as required herein.

The Environmental and Conservation Task Force shall consist of no more than eleven members, who shall be Brownsville residents where feasible, and shall include the following:

- Seven (7) community representatives with voting rights, each nominated by a member of the City Commission and appointed by a majority vote of the City Commission; and
- Four (4) Ex officio members without voting privileges, consisting of:
    i. One (1) representative from Brownsville Public Utilities Board (Dr. Joseph Hollmann);
    ii. One (1) industry expert in data center operations or technology infrastructure from UTRGV;
    iii. One (1) health expert (Dr. Arturo Rodriguez, DNP); and
    iv. One (1) infrastructure expert (Doroteo Garcia, P.E.)

The City Manager shall provide necessary support to the Environmental and Conservation Task Force, including staff assistance and the furnishing of resources, all within the parameters of existing budgeted appropriations.

The Environmental and Conservation Task Force is charged with conducting a comprehensive, fact-based evaluation of data center development, including analysis of:

A. **Electricity and Energy**
    a. Impact of ERCOT-projected large-load growth on reliability and pricing for Brownsville ratepayers
    b. Impact of data centers bringing their own generation, co-locating with power, or providing flexible options
B. **Water Use and Local Resources**
    a. Cooling technology and water demand under South Texas climate and drought conditions
    b. Brownsville Public Utilities Board capacity considerations
C. **Land Use, Siting, and Neighborhood Impacts**
    a. Setbacks, noise, lighting, and screening standards near residential districts, informed by the concerns raised in surrounding neighborhoods
    b. Equity considerations, ensuring impacts are not concentrated in historically industrialized or underserved neighborhoods
D. **Economic Development and Fiscal Impacts**
    a. Employment and tax-base benefits weighed against incentive costs, including criteria promoting transparency

Commitment to Transparency. The Environmental and Conservation Task Force shall rely on research informed by clearly defined metrics, data, and methodologies. All such research and findings shall be presented to the public and the City Commission for review, feedback, and discussion. With staff support, the Task Force is further charged with creating a public-facing dashboard to provide accessible information regarding community resources, potential conflicts of interest, and corporate compliance, which may be used to support ongoing analysis and future research.

Community Engagement. The Environmental and Conservation Task Force may hold public meetings, town halls, or other forums to present findings, receive public input on environmental considerations, and strengthen trust and collaboration with residents.

Metrics for Environmental Equity and Sustainable Development. The Environmental and Conservation Task Force shall provide recommendations to the City regarding the incorporation of environmental equity and sustainability metrics into the evaluation of development projects, including guidance informed by consultation with recognized environmental organizations within the region to ensure a comprehensive and well-supported review.

Procedures for Ongoing Evaluation, Mitigation Costs, and Enforcement. The Environmental and Conservation Task Force shall provide recommendations to the City regarding the

establishment of continuous evaluation procedures for development projects, including guidance on identifying and periodically updating mitigation costs associated with environmental impacts. The Task Force shall further recommend appropriate enforcement mechanisms to ensure that analytical findings and proposed measures are supported by effective follow-up actions.

The Environmental and Conservation Task Force shall deliver its final report on its evaluation of data center development to the City Commission by December 15, 2026, unless extended by the City Manager. The report shall include recommendations on policies and regulations within the City's regulatory authority relating to data center development.

SECTION 4. Sunset Provision. The Environmental and Conservation Task Force shall cease to exist upon the submittal of its final report unless otherwise abolished or continued by a majority vote of the City Commission.

SECTION 5. Effective Date; Authority. This Resolution shall be and become effective immediately upon adoption. The City Manager, or designee, is authorized to take all necessary steps to implement this Resolution.

PASSED and **APPROVED** this 22nd day of September, 2026.

John Cowen, Jr., Mayor

ATTEST:

Mayra Rios
City Secretary

APPROVED AS TO FORM AND LEGALITY:

Guillermo (Will) S. Trevino
City Attorney

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Will Trevino, City Attorney
Date:	Tuesday, September 22, 2026
Agenda #:	Consideration and **ACTION** to adopt **Resolution Number 2026-127** identifying qualifying projects described in Exhibit "A" to the Memorandum of Understanding between Space Exploration Technologies Corp. (SpaceX) and the City of Brownsville dated August 29, 2026; and ratifying an escrow agreement between the City, PlainsCapital Bank, and SpaceX for the benefit of Brownsville Public Utilities Board and Southmost Regional Water Authority. (City Manager's Office/ Office of the City Attorney)

Summary:
The City received proposals from UBS FINANCIAL SERVICES INC. and PNC Bank. Fees, while covered by SpaceX, were lowest with PlansCapital Bank, which provided a local escrow agent within the RGV.

Project Scope and Analysis:

Funding:

Source: Not Applicable

Amount:

Local Contribution if Applicable:

Recommendation:
Staff recommends adoption

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

Attachments:

1. Resolution 2026-127 SpaceX Quantum Water
2. 2026-08-29 MOU SX+BPUB Final Clean For Execution

RESOLUTION NUMBER 2026-127

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, IDENTIFYING QUALIFYING PROJECTS DESCRIBED IN EXHIBIT "A" TO THE MEMORANDUM OF UNDERSTANDING BETWEEN SPACE EXPLORATION TECHNOLOGIES CORP. AND THE CITY OF BROWNSVILLE DATED AUGUST 29, 2026; AUTHORIZING RELATED ACTIONS, INCLUDING RATIFYING AN ESCROW AGREEMENT BETWEEN THE CITY, PLAINSCAPITAL BANK, AND SPACEX FOR THE BENEFIT OF BROWNSVILLE PUBLIC UTILITIES BOARD AND SOUTHMOST REGIONAL WATER AUTHORITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Brownsville, Texas (the "City") is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution, and Chapter 9 of the Texas Local Government Code; and

WHEREAS, on August 29, 2026, Space Exploration Technologies Corp., a Texas corporation ("SpaceX"), and the City entered into a Binding Memorandum of Understanding (the "MOU") to expand water availability for the City and the broader community by funding water and wastewater facility projects, including potable reuse and SRWA Plant expansion; and

WHEREAS, SpaceX operates industrial, commercial, residential, and related facilities at and near Starbase in Cameron County, Texas, and intends further industrial development of those facilities; and

WHEREAS, SpaceX is a water and wastewater retail customer of the Public Utilities Board of the City of Brownsville ("BPUB") and will require additional water capacity for a planned expansion of SpaceX's facilities within BPUB's service area; and

WHEREAS, under the MOU, SpaceX's aggregate obligation to fund Qualifying Projects shall not exceed Two Hundred Twenty Million and No/100 Dollars ($220,000,000.00), consisting of an initial escrow amount of Forty Million and No/100 Dollars ($40,000,000.00) and six (6) quarterly installments of Thirty Million and No/100 Dollars ($30,000,000.00) each, subject to the terms and conditions of the MOU; and

WHEREAS, the MOU provides that Funding Payments are contractual contributions to fund Qualifying Projects and are not a purchase of capacity, a purchase of an ownership interest, or a prepayment of volumetric rates; and

WHEREAS, the MOU defines an "Identified" Qualifying Project as one for which the City, or its authorized agent, has adopted a written resolution that names the project, describes its scope, and commits to funding the project subject to project-completion milestones; and

WHEREAS, Exhibit "A" to the MOU lists planning-level Qualifying Projects eligible to be Identified, including a wastewater treatment reclamation or potable-reuse project on the

BPUB system of a scale sufficient to support an increase of Water Supply of approximately 8 MGD and expansion of the SRWA Plant, including refurbishment of existing wells and construction of new wells sufficient to expand Water Supply by approximately 10 MGD; and

WHEREAS, the City Commission desires to approve and identify the Qualifying Projects described in Exhibit "A" to the MOU for purposes of the MOU and funding of the escrow agreement; and

WHEREAS, the City Commission finds that approval of the MOU and identification of the Qualifying Projects described herein will promote the public health, safety, and welfare by supporting expanded water availability for the City and the broader community.

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

SECTION 1. Findings Incorporated. The findings and recitations set out in the preamble to this Resolution are found to be true and correct, and they are hereby adopted by the City Commission as its legislative findings and made a part hereof for all purposes.

SECTION 2. Approval and Identification of Qualifying Projects; Identified Projects. For purposes of the MOU, the City Commission identifies the following projects as Qualifying Projects described in Exhibit "A" to the MOU, attached as Attachment "A" and incorporated herein for all purposes, as the "Identified Projects." The City Commission further commits funds, as provided by SpaceX through the MOU and the escrow agreement attached as Attachment "B" and incorporated herein for all purposes, to fund these projects subject to the project-completion milestones shown in Attachment "C," also attached hereto and incorporated herein for all purposes, and subject to the terms and conditions of the MOU:

a. Potable reuse / wastewater reclamation. A wastewater treatment reclamation or potable-reuse project on the BPUB system of a scale sufficient to support an increase of Water Supply of approximately 8 MGD.

b. SRWA Plant expansion. Expansion of the SRWA Plant, including refurbishment of existing wells and construction of new wells sufficient to expand Water Supply by approximately 10 MGD.

SECTION 3. Funding and Milestones. The funding commitments identified in Section 2 are subject to project-completion milestones, signed contracts, and all other terms and conditions of the MOU. The City Manager, or designee, is authorized to coordinate with BPUB / SRWA, SpaceX, and the escrow agent regarding project-completion milestones, joint written instructions, and related implementation matters consistent with the MOU.

SECTION 4. No Capacity Reservation or Ownership Interest. The identification of the Qualifying Projects in this Resolution does not constitute a reservation or sale of water capacity, a purchase of an ownership interest, or a prepayment of volumetric rates, and shall be construed consistently with the MOU.

SECTION 5. Further Authority. The City Manager, City Attorney, and their designees are authorized to take such actions, execute such documents, and seek such ordinances, resolutions, permits, approvals, and contracts as may be necessary or desirable to carry out the purposes of this Resolution and the MOU. Furthermore, the City Commission hereby ratifies the execution of an escrow agreement between the City, PlainsCapital Bank, and SpaceX for the benefit of Brownsville Public Utilities Board and Southmost Regional Water Authority for the projects identified herein.

SECTION 6. Effective Date. This Resolution shall be and become effective immediately upon adoption.

PASSED and **APPROVED** this 22nd day of September, 2026.

John Cowen, Jr., Mayor

ATTEST:

Mayra Rios
City Secretary

APPROVED AS TO FORM AND LEGALITY:

Guillermo (Will) S. Trevino
City Attorney

Attachment "A"
MOU Between Space Exploration Technologies Corp.
and the City of Brownsville dated August 29, 2026

Attachment "B"
Escrow Agreement

Attachment "C"
Identified Projects and Milestones

BINDING MEMORANDUM OF UNDERSTANDING

Between

SPACE EXPLORATION TECHNOLOGIES CORP. and
THE CITY OF BROWNSVILLE, TEXAS

This Binding Memorandum of Understanding (this "MOU") is entered into as of the date of last signature below (the "Effective Date"), by and among Space Exploration Technologies Corp., a Texas corporation ("SpaceX") and the City of Brownsville, Texas, a Texas home-rule municipality (the "City of Brownsville"). Each a "Party" and together the "Parties."

RECITALS

WHEREAS, the Public Utilities Board of the City of Brownsville ("BPUB") owns, operates, and maintains Public Water System No. TX0310001 and is the holder of water Certificate of Convenience and Necessity No. 10549, and the City of Brownsville has delegated to BPUB management of the City's combined water, wastewater, and electric systems pursuant to Chapter 552, Texas Local Government Code, the City charter and ordinances, BPUB's Water and Wastewater Service Policies as amended May 1, 2024 (the "Service Policies"), and other applicable law; and

WHEREAS, SpaceX operates industrial, commercial, residential, and related facilities at and near Starbase in Cameron County, Texas (the "SpaceX Facilities"); and

WHEREAS, SpaceX intends further industrial development of the SpaceX Facilities (the "Development Project");

WHEREAS, SpaceX is a water and wastewater retail customer of BPUB and will require additional water capacity for a planned expansion of SpaceX's facilities within BPUB's service area that is subject to rules and regulations applicable to other similarly situated retail customers of BPUB in an amount that is significantly less than the water supply capacity to be added under this MOU; and

WHEREAS, the Parties desire to expand water availability for the City of Brownsville and the broader community by funding water and wastewater facility projects, including potable reuse and SRWA Plant expansion, that increase capacity to a degree similar to or greater than the planning-level projects described in Exhibit A; and

NOW, THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

ARTICLE I — DEFINITIONS AND INTERPRETATION

1.1 Definitions.

In addition to terms defined in the preamble and recitals, the following terms have the meanings set forth below. Definitions not provided here, even if capitalized, shall be construed as in normal, customary usage.

"Committed Funds" means Funding Payments that are the subject of a signed contract detailing the amount of funding and project-completion milestones for a Qualifying Project.

"Escrow Account" means the separate account established with and maintained by a neutral third party authorized to hold funds in escrow, into which the funding contemplated by this Agreement is deposited and held on behalf of the Parties pending the occurrence of specific conditions or obligations, or the delivery of further instructions, in accordance with the terms of the Escrow Agreement as defined herein.

"Escrow Agent" means a national bank or Texas trust company with an office in Texas, mutually acceptable to the Parties, and with which the Escrow Account is created and within which funds contemplated by this Agreement are deposited.

"Escrow Agreement" means the escrow agreement between and among the Parties and the Escrow Agent implementing Article II.

"Force Majeure" means acts of God, strikes, lockouts, military conflict or other industrial disturbances, acts of public enemy, laws or orders of any kind of the Government of the United States or the State of Texas, or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, pandemics, droughts, arrests, restraint of government and people, civil disturbances, explosions, supply chain disruption attributable to military conflict or pandemic, breakage or accidents to machinery, pipelines, canals or other structures or entire failure of Water Supply due to an act of God, or any other causes not reasonably foreseeable by or within the control of the party claiming an inability to act by reason of force majeure, and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence and using commercially reasonable efforts, such party is unable to overcome.

"Funding Payments" means the Initial Escrow Amount and the Quarterly Installments, not to exceed the Maximum Contribution in the aggregate, from SpaceX.

"Identified" means, with respect to a Qualifying Project, that the City, or its authorized agent, has adopted a written resolution that names the project, describes its scope, and commits to the funding of the project subject to project-completion milestones. The potable-reuse project and the SRWA expansion described in Exhibit A are eligible to be so Identified but other projects may be considered.

"Initial Escrow Amount" means Forty Million and No/100 Dollars ($40,000,000.00).

"Legally Prohibited" means that a required approval, permit, license, or authorization from a local, state, or federal jurisdiction is not legally obtainable, or that a statute, ordinance, practice, policy, regulation, or order of a court or governmental authority having jurisdiction makes, development, continuation or operation of the Development Project unlawful or legally impossible, such that the Development Project is unable to proceed or operate with all necessary approvals. Economic infeasibility, loss of a commercial counterparty, or a voluntary pause is not a Legal Prohibition.

"Maximum Contribution" means Two Hundred Twenty Million and No/100 Dollars ($220,000,000.00).

"MGD" means million gallons of water per day.

"Qualifying Project" means a water or wastewater facility project — including but not limited to treatment, desalination, potable reuse, wastewater reclamation, wells, raw-water collection, transmission, pumping, storage, and related residuals or concentrate management — that (a) expands water availability, either through direct or indirect expansion of the Water Supply, in the City of Brownsville or the broader Cameron County community, (b) has been Identified by the Parties, and (c) is capable of being permitted under applicable TCEQ and other law.

"Quarterly Installment" means Thirty Million and No/100 Dollars ($30,000,000.00).

"Uncommitted Funds" means Funding Payments held in escrow or by the Parties that are not Committed Funds.

"Water Supply" means treated water meeting the standards of treatment established by the Texas Department of Health or the Texas Commission on Environmental Quality ("TCEQ") and the provisions of the Safe Drinking Water Act, Title 42, Section 300F, U.S.C.A., as administered by the United States Environmental Protection Agency and the TCEQ.

1.2 Interpretation.

Headings are for convenience only. "Including" means "including without limitation." References to statutes include amendments and successors. This MOU has been negotiated by the Parties and their counsel; no rule of construction against the drafter applies.

ARTICLE II — FUNDING, ESCROW, AND PAYMENT CONDITIONS

2.1 Maximum Contribution.

Consistent with SpaceX's desire to contribute to water supply of the region in excess of its projected usage, SpaceX's aggregate obligation to fund Qualifying Projects under this MOU shall not exceed the Maximum Contribution of $220,000,000.00. Interest earned on escrowed funds accrues solely to the Escrow Account in accordance with the Escrow Agreement for expansion of water resources and does not increase or decrease the Maximum Contribution.

2.2 Initial Escrow Amount.

The Parties shall execute the Escrow Agreement and SpaceX shall deposit the Initial Escrow Amount of $40,000,000.00 with the Escrow Agent, to be held for the benefit of the Parties, within thirty (30) days after the date this MOU is executed by all Parties.

2.3 Quarterly Installments.

SpaceX shall pay the remaining $180,000,000.00 in six (6) Quarterly Installments of $30,000,000.00 each. The first Quarterly Installment is due within thirty (30) days after the Parties identify and approve the first Qualifying Project, which approval and identification shall not be unreasonably withheld. Each subsequent Quarterly Installment is due on the last business day of the third month after the applicable quarter until $180,000,000.00 has been paid. Quarterly Installments shall be paid to the Escrow Account.

2.4 Escrow Terms.

The Escrow Agreement shall provide that: (a) the Initial Escrow Amount is held as restricted funds; (b) may be disbursed only as Committed Funds against milestones for an Identified Qualifying Project; (c) no disbursement shall occur until the applicable Qualifying Project has been Identified; and (d) the Escrow Agent shall rely on joint written instructions of the Parties as specified within the Escrow Agreement.

2.5 Nature of Payments.

Funding Payments are contractual contributions to fund Qualifying Projects. They are not a purchase of capacity, a purchase of an ownership interest, or a prepayment of volumetric rates.

2.6 One-Year Identification Condition.

If the Parties have not Identified at least one Qualifying Project within one (1) year after the date the Initial Escrow Amount is funded, then all Uncommitted Funds, including remaining escrow principal, shall be refunded to SpaceX within thirty (30) days and the agreement terminates.

2.7 Two-Year Commitment Condition.

If, within two (2) years after the date the Initial Escrow Amount is funded, the Parties have not entered into one or more signed contracts detailing funding and project-completion milestones for Qualifying Projects whose aggregate committed funding is at least the Maximum Contribution, then: (a) SpaceX's obligation to make any then-unpaid Funding Payments is suspended until such signed contracts exist and (b) any Uncommitted Funds shall be refunded to SpaceX within thirty (30) days. Committed Funds already subject to a signed milestone contract are not refunded. When the signed-contract condition is later satisfied, the suspended obligation resumes and the next Quarterly Installment is due thirty (30) days after written notice to SpaceX and SpaceX will fund any projects identified up to the Maximum Contribution within seven (7) years of the Initial Escrow Amount being funded should any Uncommitted Funds have been refunded to SpaceX.

2.8 Legal Prohibition.

If SpaceX is Legally Prohibited from continuing the Development Project, SpaceX's obligation to make any Funding Payment not then due shall be suspended for so long as the Legal Prohibition continues. SpaceX shall give prompt written notice and shall use commercially reasonable efforts to remove the Legal Prohibition. If the Legal Prohibition lasts less than one (1) year and then ceases, the payment schedule resumes with installments becoming due thirty (30) days after the Legal Prohibition ceases then due quarterly thereafter per the original terms. If the Legal Prohibition continues for one (1) year or more, SpaceX's obligation to make future Funding Payments permanently terminates. Notwithstanding any other provision of this agreement, Funding Payments shall continue to the extent of any Committed Funds regardless of any SpaceX legal prohibition.

2.9 No Other Payment Obligation.

Except for the Funding Payments, SpaceX has no obligation under this MOU to fund any Party or other project.

ARTICLE III — REPRESENTATIONS

3.1 Mutuality.

Each Party represents that it is duly organized and validly existing; that it has power and authority to enter into this MOU and perform its obligations, subject to the approvals required by Section 6.7; that the individual signing is authorized to bind their respective Party; and that this MOU is a valid and binding obligation enforceable in accordance with its terms, subject to bankruptcy law, governmental immunity as limited by Chapter 271, Local Government Code, and those approval contingencies.

3.2 City of Brownsville.

The City of Brownsville represents that it will seek in due course the ordinances, resolutions, and permits required to perform its obligations.

3.3 SpaceX.

SpaceX acknowledges that no exaction by the City is undertaken or proposed to be undertaken under this MOU and represents that it will not use this MOU to assert an ownership interest in any Qualifying Project.

ARTICLE IV — DEFAULT, TERMINATION, AND REMEDIES

4.1 Events of Default.

The following are Events of Default: (a) failure by SpaceX to make a Funding Payment when due, if the failure continues for thirty (30) days after written notice; (b) material breach of any other covenant that remains uncured for sixty (60) days after written notice, or such longer period as is

reasonably necessary if the breach is not reasonably curable in sixty days and the breaching Party is diligently curing; or (c) bankruptcy, insolvency, or similar proceedings involving a Party that are not dismissed within ninety (90) days.

4.2 Remedies.

Upon an Event of Default, the non-defaulting Party may suspend its performance, terminate this MOU by written notice, recover amounts then due with interest at the maximum lawful rate, and pursue other remedies available at law or in equity. If this MOU is terminated because of SpaceX's default, Committed Funds may be retained and applied to the applicable Qualifying Project, and Uncommitted Funds shall be refunded.

4.3 Termination without Default.

This MOU may be terminated by mutual written agreement. It terminates automatically as provided in Section 2.6 (one-year identification failure). Future Funding Payment obligations terminate as provided in Section 2.8 if a Legal Prohibition lasts one year or more.

ARTICLE V — FORCE MAJEURE

5.1 Force Majeure.

No Party is liable for failure or delay in performance to the extent caused by Force Majeure. If by reason of Force Majeure a Party is rendered in whole or in part unable to carry out its obligations under this MOU, that Party shall give notice and full particulars in writing to the other Parties within two (2) days after occurrence of the event, and the affected obligation shall be suspended during the continuance of the inability then claimed, but for no longer period, and the affected Party shall endeavor to remove or overcome such inability with all reasonable dispatch.

ARTICLE VI — MISCELLANEOUS

6.1 Governing Law and Venue.

This MOU is governed by the laws of the State of Texas, without regard to conflicts principles. Exclusive venue and jurisdiction lie in the state district courts located in Cameron County, Texas.

6.2 Dispute Resolution.

The Parties shall first attempt to resolve any dispute arising under this MOU through good-faith negotiation of senior executives. If the dispute remains unresolved after thirty (30) days, the Parties shall, before resorting to litigation, try in good faith to settle the dispute by non-binding mediation under Texas Civil Practice and Remedies Code Chapter 154. Controversies arising solely from Funding Payments may proceed to litigation without mediation after the negotiation period. Nothing herein precludes provisional injunctive relief.

6.3 Notices.

Notices shall be in writing and given as follows:

If to SpaceX: Space Exploration Technologies Corp., Attention: Legal, 1 Rocket Road, Brownsville, Texas 78521, Email: StarbaseLegal@SpaceX.com.

If to the City of Brownsville: City Attorney, City of Brownsville, 1001 E. Elizabeth Street, Brownsville, Texas 78520.

If to BPUB: General Counsel & Chief Legal Officer, 1425 Robinhood Drive, Brownsville, Texas 78521, Email: PGonzalez@brownsville-pub.com.

A Party may change its notice address by at least five (5) days' written notice to the others.

6.4 Entire Agreement; Amendment.

This MOU, including its Exhibits, is the entire agreement among the Parties. No amendment is effective unless in writing and signed by authorized representatives of all Parties then bound.

6.5 Severability; Waiver; Assignment.

If a provision is held invalid, the remainder continues in effect and the invalid provision shall be modified to the minimum extent necessary to make it valid. No waiver is effective unless in writing. SpaceX may assign this MOU, in whole or in part, without consent, to any entity that controls, is controlled by, or is under common control with SpaceX, or to a successor in a sale, spinoff, acquisition, or merger of SpaceX, provided the assignee can lawfully perform the obligations of the assignor. Any other assignment requires prior written consent of the other Party.

6.6 No Third-Party Beneficiaries.

Nothing in this MOU confers a right on any person who is not a Party. Affiliates of SpaceX do not constitute third parties.

6.7 Approvals; Effectiveness; Counterparts.

This MOU is subject to formal approval by the City Commission of the City of Brownsville and does not become effective until that approval is obtained and evidenced in writing and this MOU is signed. This MOU may be executed in counterparts, including electronic PDF counterparts, each of which is an original, and all of which together are one instrument.

6.8 Public Information.

The governmental Parties are subject to Chapter 552, Texas Government Code. SpaceX may mark genuinely confidential commercial information as such. The receiving governmental Party will use reasonable efforts to assert available exceptions, but cannot guarantee withholding.

(Signature page follows)

IN WITNESS WHEREOF, the Parties have executed this Binding Memorandum of Understanding as of the Effective Date.

SPACE EXPLORATION TECHNOLOGIES CORP.

By: Sheila McCorkle

Name: Sheila McCorkle

Title: VP, Starship Legal & Regulatory

Date: 2026-08-29

CITY OF BROWNSVILLE, TEXAS

By: John Cowen

Name: John Cowen, Jr.

Title: Mayor

Date: 2026-08-29

CITY OF BROWNSVILLE TEXAS INCORPORATED FEBRUARY 7 1853

APPROVED AS TO FORM AND LEGALITY

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

ACKNOWLEDGMENT AND SUPPORT

On behalf of the Board of Directors of BPUB as approved on August 28, 2026, this acknowledgment is to evidence support for this MOU and the purposes and objectives contemplated therein.

PUBLIC UTILITIES BOARD OF THE CITY OF BROWNSVILLE, TEXAS

By: Marilyn D. Gilbert

Name: Marilyn D. Gilbert

Title: General Manager & CEO

Date: 2026-08-29

EXHIBIT A

Planning-Level Qualifying Projects

(Eligible to Be Identified — Not a Capacity Reservation)

The Parties may Identify, and may commit to fund subject to completion milestones, the following projects, or other Qualifying Projects of similar or greater effect on increased water availability.

1. Potable reuse / wastewater reclamation. A wastewater treatment reclamation or potable-reuse project on the BPUB system of a scale sufficient to support an increase of Water Supply of approximately 8MGD

2. SRWA Plant expansion. Expansion of the SRWA Plant, including refurbishment of existing wells and construction of new wells sufficient to expand Water Supply of approximately 10MGD.

CERTIFICATE *of* SIGNATURE

REF. NUMBER
JJSJN-G5FU8-VH4A6-DZHUD

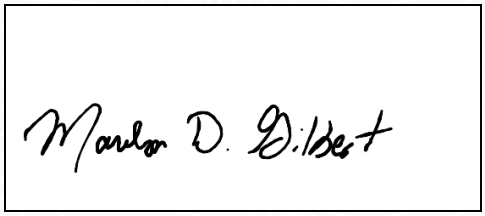
DOCUMENT COMPLETED BY ALL PARTIES ON
30 AUG 2026 03:50:00
UTC

SIGNER	TIMESTAMP	SIGNATURE
SHEILA MCCORKLE EMAIL SHEILA.MCCORKLE@SPACEX.COM	SENT 30 AUG 2026 02:52:41 VIEWED 30 AUG 2026 03:01:49 SIGNED 30 AUG 2026 03:02:22	 IP ADDRESS 172.56.93.100 LOCATION SAN ANTONIO, UNITED STATES
RECIPIENT VERIFICATION	EMAIL VERIFIED 30 AUG 2026 03:01:49	
JOHN COWEN EMAIL JOHN.COWEN@BROWNSVILLETX.GOV	SENT 30 AUG 2026 02:52:41 VIEWED 30 AUG 2026 03:35:44 SIGNED 30 AUG 2026 03:36:02	 IP ADDRESS 174.246.198.23 LOCATION SAN ANTONIO, UNITED STATES
RECIPIENT VERIFICATION	EMAIL VERIFIED 30 AUG 2026 03:35:44	

CERTIFICATE *of* SIGNATURE

REF. NUMBER
JJSJN-G5FU8-VH4A6-DZHUD

DOCUMENT COMPLETED BY ALL PARTIES ON
30 AUG 2026 03:50:00
UTC

SIGNER	TIMESTAMP	SIGNATURE
MARILYN D. GILBERT EMAIL MDGILBERT@BROWNSVILLE-PUB.COM	SENT 30 AUG 2026 02:52:41 VIEWED 30 AUG 2026 02:54:07 SIGNED 30 AUG 2026 03:50:00	 IP ADDRESS 172.56.95.201 LOCATION SAN ANTONIO, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
30 AUG 2026 02:54:07

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	
Date:	Tuesday, September 22, 2026
Agenda #:	Consideration and **ACTION** on **Resolution Number 2026-131** to appoint members to the City of Brownsville Environmental and Conservation Task Force pursuant to Resolution Number 2026-121-A. (City Manager's Office/ Office of the City Attorney/ Planning and Redevelopment Department)

Summary:

Membership: Up to 11 members

The Task Force shall consist of no more than **11 members**, who should be Brownsville residents, where feasible.

7 Voting Members

- •Community representatives
- •One nominated by each member of the City Commission
- •Appointed by majority vote of the City Commission

4 Ex Officio, Non-Voting Members

- •Brownsville Public Utilities Board representative
- •UTRGV representative with expertise in **data center operations or technology infrastructure**
- •**Health Expert:** Dr. Arturo Rodriguez, DNP
- •**Infrastructure Expert:** Doroteo Garcia, P.E

Project Scope and Analysis:

Funding:

Source:

Amount:

Local Contribution if Applicable:

Recommendation:

Commission Pillar:

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

Attachments:
None

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Will Trevino, City Attorney
Date:	Tuesday, September 22, 2026
Agenda #:	Consideration and **ACTION**, if any, related to a limited waiver of the attorney-client privilege. (Office of the City Attorney)

Summary:

Project Scope and Analysis:

Funding:

Source: Not Applicable

Amount:

Local Contribution if Applicable:

Recommendation:

Commission Pillar:

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

Attachments:

None