Tino Villarreal, Commissioner At-large "A"
Bryan L. Martinez, Commissioner District 1
Roy De los Santos, Commissioner District 3

Rose M.Z. Gowen, M.D., 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 **Regular Meeting** on **September 05, 2023,** at **5:00 p.m.,** in the City Commission Chambers, located 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=m3ed683ec1f41c1cb05f62220397f1fd5
Password: commission (26664774 from video systems)

Join by video system
Dial 25344971348@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: 253 449 71348

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

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

PROCLAMATION(S)

Recognizing Jesus Garcia, a Revival of Cultural Arts (ROCA) Scholar (Commissioner B. L. Martinez/Commissioner R. De los Santos)

Recognizing World Chronic Lymphocytic Leukemia (CLL) Day (Commissioner R. De los Santos/Commissioner B. L. Martinez)

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.

CONSENT AGENDA ITEM(S) (Roll Call Vote and Special Motion Required)

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) Approval of the Minutes:

a) Minutes of August 15, 2023, Regular City Commission Meeting

2) Consideration and **ACTION** to approve the 2024 City Commission Meeting Schedule. (Office of the City Secretary)

3) Consideration and **ACTION** to approve the holiday schedule for Fiscal Year 2024. (Organizational Development & Human Resources Department)

4) **APPROVAL** on **SECOND** and **FINAL READING** on **Ordinance Number 235-2023-018-S,** to request a Specific Use Permit to allow a used car lot in Traditional Neighborhood-Corridor for Lot 3, Block 66, Enrique Subdivision, Cameron County, Texas, located at 1416 Filmore Street, Brownsville, Texas 78520, as shown in Exhibit "A". (District 1) (Planning & Redevelopment Department)

5) Consideration and **ACTION** to approve the Safe Streets and Roads for All (SS4A) MOU between the City of Brownsville and the RGVMPO, including a local match of $7,500, for the City's inclusion in the Regional Comprehensive Safety Action Plan. (Multimodal Transportation Department)

6) Consideration and **ACTION** for the award of a three-year contract with Garver, LLC and Jviation, A Woolpert Company, for Professional Architect/Engineering Consulting Services for the Brownsville South Padre Island International Airport. RFQ # PES-63-0523. (Department of Aviation)

7) Consideration and **ACTION** to approve the second one-year extension of term contract FMS-59-0919 with Model Laundry, LLC for floormats and dustmop services city-wide. (Internal Services Department)

8) Consideration and **ACTION** on **Resolution Number 2023-112** in supporting the submission of the FY 2024 Operation Lone Star Grant Program Application #4915801 through the Office of the Governor, Public Safety Office and accept the terms and conditions of said grant for the City of Brownsville Police Department, as budgeted. (Brownsville Police Department)

9) Consideration and **ACTION** to execute an Interlocal Agreement between the City of Brownsville and Cameron County regarding the Fiscal Year 2023 Edward Byrne Memorial Justice Assistance Grant Program Application #GRANT13939013 in the amount of $79,621.00, as budgeted. (Brownsville Police Department)

10) Consideration and **ACTION** to approve the cooperative purchase of an Articulated Dump Truck from Doggett Heavy Machinery Services, LLC, in the amount of $421,517.00, as part of the Fiscal Year 2023 Heavy Equipment Replacement Plan, as budgeted. (Internal Services Department).

11) Consideration and **ACTION** to **RESCIND** an award of a contract, BSI-74-0523, with EnGo Planet in the amount of $335,703.60 for the 30 Bus Shelter Improvement Project. (Multimodal Transportation Department)

12) Consideration and **ACTION** to enter into a cooperative contract with Galls, LLC for the Purchase of Uniforms for the Brownsville Police Department in an amount not to exceed $85,000 annually, as budgeted. #UPA-88-0623. (Brownsville Police Department)

13) Consideration and **ACTION** to approve the **FIRST RENEWAL** for the Contract Agreement with ATELIER 956 LLC for Video Streaming Services (VSS-76-0722) for the City of Brownsville in the amount of $6,900 per month, as budgeted. (Communications & Marketing Department)

14) Consideration and **ACTION** on **Resolution Number 2023-113** to amend the By-Laws for the Transit Advisory Committee. (Multimodal Transportation Department)

15) **APPROVAL** on **SECOND** and **FINAL READING** of **Ordinance Number 2023-1729** to approve a budget amendment for Fiscal Year 2023. (Multimodal Transportation Department/Finance Department)

16) **APPROVAL** on **SECOND** and **FINAL READING** on **Ordinance Number 2023-1725** of the City of Brownsville, Texas, to adopt the Fiscal Year 2024 Annual Budget. (Financial Services Department)

17) **APPROVAL** on **SECOND** and **FINAL READING** of **Ordinance Number 2023-1726** to ratify the Fiscal Year 2024 budget that will raise more total property taxes than last year's budget. (Financial Services Department)

18) **APPROVAL** on **SECOND** and **FINAL READING** of **Ordinance Number 2023-1728** levying ad valorem taxes for the Tax Year 2023 for the use and support of the Municipal Government of the City of Brownsville, Texas, for the Fiscal Year 2024, providing interest and sinking fund for the Fiscal Year 2024 City of Brownsville, Texas, General Obligation Bonds. (Financial Services Department)

19) Consideration and **ACTION** to award a cooperative contract to SpawGlass Contractors Inc. for the cleanup and ceiling demolition of the Capital Theater in the amount of $125,492.00, as budgeted. (Internal Services Department)

PUBLIC HEARING(S)

1) Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 235-2023-019**, to rezone from Residential Estate (RE) to Commercial Corridor (CC) to allow the expansion of an existing medical office for Lot 12, Jose Almaraz Subdivision, Cameron County, Texas, located at 3125 West Alton Gloor Boulevard, Brownsville, Texas 78520, as shown in Exhibit "A". (District 4) (Tabled 08-15-2023) (Planning & Redevelopment Department)

2) Public Hearing and **ACTION** to authorize the City of Brownsville Police Department to apply for the Fiscal Year 2023 Edward Byrne Memorial Justice Assistance Grant Program Application #GRANT13939013 in the amount of $79,621.00, as budgeted. (Brownsville Police Department)

ITEMS FOR INDIVIDUAL CONSIDERATION(S)

1) Consideration and **ACTION** for acceptance of the Texas Water Development Board (TWDB) Flood Infrastructure Fund (FIF) Category 1 Project 40024 – Brownsville to Port Isabel Hydrologic Unit Code (HUC)_10 Watershed Study, as presented, with allowance for any insubstantial edits requested by TWDB during the finalization process. (Engineering & Public Works Department)

2) Consideration and **ACTION** to authorize the City Manager to negotiate and execute documents to purchase real property located at 1526 and 1534 E. Jackson St. for Phase II of the Jackson Street Neighborhood Stabilization Project in the amount of $150,000, as budgeted. (Planning and Redevelopment Services)

3) Consideration and **ACTION** to approve the Brownsville Community Improvement Corporation (BCIC) Fiscal Year 2024 budget. (BCIC)

BOARD APPOINTMENT(S)

1) Consideration and **ACTION** on **Resolution Number 2023-079-A** to reappoint, appoint, or remove members to the Brownsville Beautification Committee. (Parks and Recreation Department)

EXECUTIVE SESSION

1) Closed session pursuant to Tex. Gov't Code Sections 551.071 (Consultation with Attorney) and 551.087 (Economic Deliberation) regarding Project Domino. (Office of the City Attorney/Office of the City Manager)

2) Closed session pursuant to Tex. Gov't Code Sections 551.071 (Consultation with Attorney) and 551.087 (Economic Deliberation) regarding Project Explore. (Office of the City Attorney/Office of the City Manager)

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

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

ADJOURNMENT

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

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

I certify that a copy of the **September 5, 2023,** Agenda of items to be considered by the Brownsville City Commission was posted on the Bulletin Area at City Hall – Federal Building, on September 1, 2023. 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



Yolanda Galarza-Gomez, TRMC, City Secretary

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Yolanda Galarza, City Secretary
Date:	Tuesday, September 5, 2023
Agenda #:	Minutes of August 15, 2023, Regular City Commission Meeting

Summary:
This serves as the official record of the City Commission meeting.

Project Scope and Analysis:
Upon approval, the minutes will be executed and filed as a permanent record.

Funding:

Source: N/A

Amount: N/A

Local Contribution if Applicable: N/A

Recommendation:

Commission Pillar:
Governance Pillar

Attachments:
1. Draft Minutes-08-15-2023_rev_PDF

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 15, 2023,** at **5:00 P.M.** at the **City Commission Chambers,** located at **1001 East Elizabeth Street** and **via Webex Teleconference Meeting by logging on at** with the following members present**:**

https://brownsvilletx.webex.com/brownsvilletx/j.php?MTID=m43e9edd1d8764c44980ce02f05d8e122

JOHN COWEN, JR.	**Mayor**
COMMISSIONERS:	
TINO VILLARREAL	**At-Large "A"**
ROSE GOWEN	**At-Large "B"**
BRYAN L. MARTINEZ	**District 1**
LINDA C. MACIAS	**District 2**
ROY DE LOS SANTOS	**District 3**
PEDRO CARDENAS	**District 4**
HELEN RAMIREZ	**City Manager**
ELIZABETH WALKER	**Assistant City Manager (Virtual)**
WILL TREVINO	**City Attorney**
JENNIFER AVENDAÑO	**First Assistant City Attorney**
YOLANDA G. GOMEZ	**City Secretary**
ABSENT:	**Felix Sauceda - Assistant City Manager/Police Chief**

CALL TO ORDER

a) ROLL CALL

A quorum being present, Yolanda Galarza Gomez, 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 on Friday, August 11, 2023.

Mayor John Cowen Jr. called the meeting to order at 5:01 p.m.

Mayor John Cowen Jr., Commissioner Rose Gowen, Commissioner Bryan L. Martinez, Commissioner Linda C. Macias, and Commissioner Roy De los Santos attended the meeting in person.

Commissioner Tino Villarreal attended the meeting in person at 5:03 p.m.

Commissioner Pedro Cardenas attended the meeting in person at 5:07 p.m.

b) INVOCATION

Pastor Brad Burkes delivered the invocation.

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

The Pledge of Allegiance to the United States Flag and the Texas Flag was led by Mayor John Cowen, Jr., and the City Commission.

PROCLAMATION(S)

Recognizing South Texas Conjunto Association (Commissioner R. De los Santos/Commissioner B. L. Martinez)

The proclamation was read and presented by Commissioner Roy De los Santos.

Recognizing Border Workers United (Commissioner L. C. Macias/ Commissioner B. L. Martinez)

The proclamation was read and presented by Commissioner Linda C. Macias.

PUBLIC COMMENT PERIOD

Sophi San Roman was not present to address her concerns but did register her opinion on the public comment form that she submitted.

Peter McGuire was not present to address his concerns but did register his opinion on the public comment form that he submitted.

Yolanda Speece expressed concern regarding the City of Brownsville Police Department.

Esequiel Silva expressed concern regarding Ordinance Number 2023-736-Q.

WORK SESSION(S)

As a governmental body, the City Commission will not vote or take any formal action on any items discussed in the work session portion of the agenda.

1) **Road Capital Improvement Program Workshop - City Commission Presentation. (Multimodal Transportation Department)**

Joel Garza, Director for the Multimodal Transportation Department, introduced Mr. Eddie Haas. Eddie Haas, a consultant for Freese and Nichols Inc., provided a comprehensive overview of the Capital Recovery Program. The overview serves as both a technical demonstration as well as a gateway to understanding the impact the Capital Recovery Program will have on the City. The Capital Recovery Fee/Program involves imposing a fee on new residential and commercial developments. The collected fees will be directed towards enhancing infrastructure in specific designated zones. The initiative aims to ease the financial burden on the city when undertaking road improvements or constructing new roadways.

Brief discussion ensued amongst the Commission and City regarding the Capital Recovery Program proposed implementation timeline and collection rate. Mr. Eddie Haas shared that the Public Hearing on this item will be held on September 19, 2023.

2) **Presentation on Fiscal Year 2024 Budget Workshop #2 (Financial Services Department)**

Michael Delmore, Chief Financial Officer, presented the second Budget Workshop for the new Fiscal Year (FY) 2024. Mr. Delmore informed the Commission that the budget package is focused on two main initiatives which are employees and street improvements. The first proposed initiative for eligible City Employees includes the 3.5% COLA ($1.2M), One-Time Stipend ($1.2M), Compensation Adjustment Gap from Fiscal Year (FY) 2023 ($431.2K) and Longevity Stipend ($261K). The second type of initiative considered for Fiscal Year (FY) 2024 includes Street Improvements that are needed in our city ($14.5M) for Design, Rebuild, and Repair for the following proposed Streets: Old HWY 77 ($8M Total – of which $4.5M coming from C.O.), Stagecoach Rd., Wild Rose Rd, East 14th St., Coffee Rd., and Old Alice Rd. Mr. Delmore continued with the presentation covering the 2023 Property Tax Valuation Mix, Sales Tax Revenue, General Fund Revenue Sources, Expenditures, Enterprise Funds, and other Budget 2024 details and C.O. Initiatives.

A brief discussion ensued amongst the Commission and City staff.

Helen Ramirez, City Manager, appreciated the work that was done towards the budget by the Budget Subcommittee and Department Directors.

Commissioner Tino Villareal asked what the main focus of the Fiscal Year (FY) 2024 budget for this year for the better understanding of all citizens.

Michael Delmore, Chief Financial Officer, noted that the focus includes providing citizens the best customer service possible at the most efficient cost. This includes streets where citizens have been waiting for years and the employees who have been waiting patiently for their salaries.

Helen Ramirez, City Manager, noted that the focus on infrastructure includes items such as trails, parks, and open space. It was added that the focus on personnel helps retain employees and provide for employees different instruments such as longevity pay.

Commissioner Tino Villareal requested further explanation in regard to the tax rate for the public's better understanding.

Michael Delmore, Chief Financial Officer, explained that there are two terms, no-new revenue and the next term is voter approved tax rate (where one takes the increased property tax valuations and get it to the highest level you can without going forward to voter approval). Even as this was done, Mr. Delmore explained that the tax rate was able to be dropped by 9 cents but by law the City needs to say that the tax rate increased because the revenue is going up but the City knows the actual rate is going down.

Commissioner Roy De los Santos pointed out that the packet that the Commission received and the presentation's slides that are available to the public were different and requested that the presentation be updated for the public's view.

Mayor John Cowen asked whether there might be an opportunity for the subcommittee to look at making adjustments to the percentage of sales tax that is used for the operations budget to help deploy funds instead of working towards a large budget amendment.

Commissioner Roy De los Santos reminded staff of his request from the previous meeting, to include the wish list from departments, what got funded and what did not, as well as Commissioners Gowen's request regarding the grants and see what could be covered by them. He also asked the staff to review what the city has applied for and why it has not applied, as well as the potential that the city has.

Helen Ramirez, City Manager, added that her understanding is also what possible projects can be funded by foundations (i.e. Library and Parks). She shared that if there is a foundation out there that can help assist with the capital cost that the City would be happy to accept the funding.

Commissioner Pedro Cardenas suggested that City staff start looking for another grant for airport improvements.

PRESENTATION(S)

1) **Municipal Court Department Update (Presiding Judge Rene De Coss)**

Rene de Coss, Presiding Judge, provided a brief update regarding the Municipal Court. The update included the improvement and transition of the Municipal Court within the last two (2) years, the trends for Municipal Courts across the State of Texas, fines and fees collected, budget performance, contract Judge program, staff updates and highlights of accomplishments within the Municipal Court. Judge De Coss furthermore, introduced the new Interim Assistant Director, Mirla Veronica Deaton.

A brief discussion ensued amongst the Commission and City staff.

Commissioner De los Santos asked a question regarding the fines and fees collected. It was noted that out of the monies retained by the City and what goes to State, it seems that only 31% of additional revenue is going to the City.

Judge De Coss shared that there are a lot of costs the city is not able to capture, that in many cases the outcome eliminates the fine component; one example is with moving violations for drivers 25 and under and juvenile offenders where dismissal is allowed (by law) depending on the case to help with driver's license record. Other examples include indigent defendants with deferred disposition.

Commissioner De los Santos commented that with the contract Judges, he knows that the Court is doing a good job and asked where the Court is with having candidates being promoted to Associate Judges.

Judge De Coss noted that the City Manager is reviewing recommendations. The City Manager confirmed and also added that they are looking at opening up a position.

Commissioner De los Santos asked if due to the addition of Saturday sessions and looking at night court if there are any adverse effects on the budget.

Judge De Coss shared that the Court completed robust cross training of clerks and have more flexibility to complete weekend hours without affecting overtime.

Commissioner De los Santos noted that he didn't see in the presentation the contracting out of collections for aged fines and fees.

Judge DeCoss responded that the clerks are physically able to review 1-2 years of collections but the challenge includes 3-14 years of collections therefore a collection agency to review these older files is needed.

City Manager, Helen Ramirez, shared that the Purchasing Department issued request for bids. Those interested are encouraged to visit the city's website, the collections services bid is open until August 30th.

2) **Brownsville/South Padre Island International Airport – Airport Advisory Board update/report. (Commissioner R. De los Santos/Commissioner P. Cardenas)**

Bryant Walker, Airport Director, introduced Ed Rivera, Chair, Javier Villareal, Vice-Chair, and Board Member Patricia Guillermo from the Airport Advisory Board. The Airport Board presented updates and proposals to the City Commission.

Ed Rivera, Airport Advisory Board Chair, provided a brief summary of the Valley airports market share data and introduction of the aviation industry including the competitive positions in the valley as well as the expectation that the Brownsville Airport is proposing for the future. The Chair also covered the benefits of having an airport authority.

Mr. Walker noted that the airport is improving and noted that since Fiscal Year 2022, the airport is using operational grant funds and is not using taxpayer money. Javier Villareal, Airport Advisory Board Vice-Chair, provided a proposal to the city commission for the improvement of the airport, recommending empowering the Airport Advisory Board by establishing an Administrative Airport Board to address urgent matters of business. Mr. Villarreal further noted that the Commission should consider appointing members to the Airport Advisory Board with knowledge of airport expertise as well as with the capacitation to operate the board effectively.

Commissioner Linda C. Macias stated that she would like to see more improvements on the implementation of new airlines.

Mr. Walker provided a brief explanation of the process in implementing a new airline to the City of Brownsville.

Ms. Helen Ramirez, City Manager, added that the City Commission's involvement, City Management Office, Finance Department, and Attorney's Office, in coordination with the Airport, were instrumental in recruiting and providing incentive to the new airline.

Commissioner De los Santos commented that there is definitely the opportunity for a more efficient process and structure and wants to ensure that whatever structure is being considered that flexibility is maintained. The Commissioner noted that the City Manager excels in Economic Development and that includes creative ways in working with prospective tenants and business deals that creates a greater impact with the City of Brownsville.

A brief discussion ensued amongst the Commission and City staff.

Commissioner Gowen appreciated the Board providing the presentation and noted that it was the first time she heard from the board in her fourteen years. She shared that she sees room for a hybrid model working with the board and City Management to maximize efficiency and ridership. Commissioner Gowen asked that the Board should provide what the qualifications should be for the Board members.

Commissioner De los Santos noted that the numbers that were shown were through June and July and added that the traffic from Avelo is not reflected yet. The Commissioner asked if trends continue would that assist with the Airport not depending on grant money. The City Manager noted invoices were received and will need to return some MRG. Airport Director, Bryant Walker, shared that the answer is yes to the Commissioner's question, that there are indirect funds that come from increased traffic as well as other sales revenue and parking revenues and entitlement funding.

Mayor John Cowen shared he fully supports the board being more agile working towards a more efficient structure and shared that he understands that the Airport encompasses an industrial park. The Mayor asked if it would be something they would oversee as well. The Board Chair answered yes as long as they have the agility and authority.

3) Water Conservation & Drought Contingency Plan (Brownsville Public Utilities Board (BPUB)/City of Brownsville)

Rene Mariscal, Brownsville Public Utilities Board (BPUB) Water Resource Manager, provided a brief presentation regarding the Water Conservation and Drought Contingency Plan. The purpose of the proposed plan is to conserve and limit the demand of water during water emergencies to minimize the adverse impacts of water supply shortages or other emergencies to manage the available water resources.

Commissioner Roy De los Santos asked if BPUB has any setup for a customer to opt in to either receive emails, text alerts regarding any notices such as service interruptions that need to go out to the public.

A brief discussion ensued amongst the Commission and City staff.

CONSENT AGENDA ITEM(S)

Upon motion by Commissioner Rose Gowen seconded by Commissioner Bryan L. Martinez and carried unanimously, Consent Agenda Items were approved.

Commissioner Roy De los Santos noted that he would like to move Consent Agenda Items 1a and 1b, out of sequence for discussion and action.

Commissioner Pedro Cardenas noted that he would like to move Consent Agenda Item 14 out of sequence, for discussion and action.

Commissioner Rose Gowen amended her motion to approve Consent Agenda Items 2 through 13, and 15 through 19. Consent Agenda Items 1a, 1b and 14 were moved out of sequence for discussion and action. The motion was seconded by Commissioner Roy De los Santos and carried unanimously.

1) Approval of the Minutes:

a) Minutes of July 25, 2023, Special Workshop City Commission Meeting
b) Minutes of August 1, 2023, Regular City Commission Meeting

Commissioner Roy De los Santos noted the corrections that needed to be made for the minutes of July 25, 2023, and August 1, 2023.

A brief discussion ensued amongst the Commission and City staff.

Upon motion by Commissioner Roy De los Santos seconded by Commissioner Bryan L. Martinez and carried unanimously, minutes for July 25, 2023, and August 1, 2023, were approved with corrections.

14) APPROVAL on SECOND and FINAL READING on Ordinance Number 2023-736-Q, an Ordinance of the City Commission of the City of Brownsville Repealing and Replacing Chapter 98 – Traffic and Vehicles, in its entirety, of the City of Brownsville's Code of Ordinances; and providing for a penalty clause not to exceed $500; and providing for an effective date. (Office of the City Manager)

Commissioner Pedro Cardenas noted that he would just like to make sure that we listen to what we are being told about the parking, not to oversell and figure out how many parking spaces we can have included and what the price should be. Commissioner Cardenas noted that he does not want it to be set in stone regarding a specific number (number of permits sold vs. spaces available).

Commissioner Roy De los Santos noted that if it is identified that there is still a greater need (that we are not able to address and aside from the permits we are willing to sell for those

reserved lots for those specific lots), then the Commissioner would like for staff to consider opening up at possibly a higher price or a permit to park in downtown just in general.

Helen Ramirez, City Manager, noted the establishing of a fee schedule and shared that staff would come back and provide a survey.

Upon motion by Commissioner Roy De los Santos seconded by Commissioner Pedro Cardenas and carried unanimously Ordinance Number 2023-736-Q, was approved.

2) Consideration and **ACTION** to enter into a two-year agreement to upgrade the Zoll Data System software for $168,258.75 as budgeted. (Fire Department)

3) Consideration and **ACTION** to approve and enter into a Memorandum of Agreement (MOA) with The Lower Rio Grande Valley Texas Pollutant Discharge Elimination System (TPDES) Stormwater Task Force Partnership Inc. (Engineering & Public Works Department)

4) Consideration and **ACTION** to award Tequila Group Integrated Marketing Communications the contract for the Small Community Air Service Development Grant (SCASDP) in the amount of $275,000 to market the new destinations in Orlando, Florida, and Burbank/Hollywood, California. (Airport Department)

5) Consideration and **ACTION** to approve the acquisition of two PIL-MO2 Automated Exit Lane Corridors by Dormakaba for $220,840. (Airport Department)

6) Consideration and **ACTION** to approve roof repairs for La Plaza Administration facility via OMNIA Contract #180901-TX-643 via Diverse Roofing contractor for the amount of $80,852.00 as budgeted. (Multimodal Transportation Department)

7) **APPROVAL on SECOND and FINAL READING on Ordinance Number 235-2023-014**, to rezone from Agricultural (AG) to Residential Suburban (R-2) to allow a duplex subdivision on a 30.67-acre tract of land out of Block 4, Chicago Gardens Subdivision, Cameron County, Texas, located on South Minnesota Avenue, Brownsville, Texas 78521, as shown in Exhibit "A". (District 1) (Planning & Redevelopment Department)

8) **APPROVAL on SECOND and FINAL READING on Ordinance Number 235-2023-015**, to rezone from Agricultural (AG) to Residential Single-Family (R-1) to allow a single-family residence on a 0.333-acre tract of land, out of Lot 1, Block 1, Villa Nueva Subdivision, Cameron County, Texas, located at 2893 Old Military Road, Brownsville, Texas 78520, as shown in Exhibit "A". (District 4) (Planning & Redevelopment Department)

9) **APPROVAL on SECOND and FINAL READING on Ordinance Number 235-2023-016**, to rezone from Residential Single-Family (R-1) to Residential Suburban (R-2) to allow a duplex subdivision on 23.136 acres out of Block 148, El Jardin Subdivision, Espiritu Santo Grant, Cameron County, Texas, located on the intersection of Robindale Road and Morrison Road, Brownsville, Texas 78526, as shown in Exhibit "A". (District 2) (Planning & Redevelopment Department)

10) **APPROVAL on SECOND and FINAL READING on Ordinance Number 235-2023-017**, to rezone from Residential Estate (RE) to Residential Transition (R-3) to allow a multi-family development on a 7.62-acre tract out of Block 180, El Jardin Subdivision Shares 19 & 27, Espiritu Santo Grant, Cameron County, Texas, located 2400 Dr. Hugh Emerson Road, Brownsville, Texas 78526, as shown in Exhibit "A". (District 3) (Planning & Redevelopment Department)

11) **APPROVAL on SECOND and FINAL READING on Ordinance Number 235-2023-905**, to rezone from Residential Suburban (R-2) to Residential Single-Family (R-1) to allow a single-family subdivision for El Naranjal Subdivision, Sections 1 to 6, Cameron County, Texas, located on Boca

Chica Boulevard, Brownsville, Texas 78521, as shown in Exhibit "A". (District 1) (Planning & Redevelopment Department)

12) **APPROVAL on SECOND and FINAL READING on Ordinance Number 235-2023-906**, to rezone from Traditional Neighborhood (TN) and Traditional Neighborhood-Mixed Use (TN-MU) to Light Industrial (LI) to allow the expansion of an existing laboratory facility on Lots 1, 2, 10, 11, & 12, Block 71-A, Stillman Extension Subdivision, located at 305 West Levee Street, Brownsville, Texas 78520, as shown in Exhibit "A". (District 4) (Planning & Redevelopment Department)

13) **APPROVAL on SECOND and FINAL READING on Ordinance Number 2023-1723**, to amend the Code of Ordinances, by repealing and replacing, Article V. – Unsafe, Dilapidated Buildings and Structures, Division 2 – Building and Standards Commission, Section 18-238 – Appointment and Term, Subsection (a), to establish that the Building and Standards Commission shall be composed of seven (7) regular board members and four (4) alternate board members, all with the same powers and duties; and dealing with related matters, as shown in Exhibit "A". (Planning & Redevelopment Department)

15) Consideration and **ACTION** to extend the term contract for Procurement Card Services "P-Card" through State of Texas Comptroller of Public Accounts to Citibank. PCS-130-0823. (Financial Services Department)

16) Consideration and **ACTION** to authorize the City Manager to execute the Technical Assistance Agreement with the North American Development Bank (NAD Bank) to help fund the Feasibility and Planning Study for a Bus Rapid Transit (BRT) system in Brownsville in the amount of $180,000 as budgeted. (Multimodal Transportation Department)

17) Consideration and **ACTION** to authorize the City Manager to enter into a Master Service Agreement with LCT Software (Avolve Software Company) for DigEplan subscription to provide a fully integrated electronic plan review solution. (Planning & Redevelopment Department)

18) Consideration and **ACTION** on **Resolution Number 2023-109**, to confirm the appointment of members to the Civil Service Commission. (Organizational Development & Human Resources)

19) Consideration and **ACTION** on **Resolution Number 2023-111**, to approve One Region, One Voice and supporting the RGV Partnership. (City Manager's Office)

PUBLIC HEARING(S)

1) **Public Hearing and ACTION on FIRST READING on Ordinance Number 235-2023-018-S, to request a Specific Use Permit to allow a used car lot in Traditional Neighborhood-Corridor for Lot 3, Block 66, Enrique Subdivision, Cameron County, Texas, located at 1416 Filmore Street, Brownsville, Texas 78520, as shown in Exhibit "A". (District 1) (Planning & Redevelopment Department)**

Martin Vega, Planning & Redevelopment Assistant Director, noted that the property owner is requesting a specific use permit to allow a used car lot.

A brief discussion ensued amongst the Commission and City staff.

Upon motion by Commissioner Roy De los Santos seconded by Commissioner Pedro Cardenas and carried unanimously, the public hearing was closed.

Commissioner Roy De los Santos moved that Ordinance Number 235-2023-018-S, be adopted at first reading. The motion was seconded by Commissioner Bryan L. Martinez and carried unanimously.

2) Public Hearing and ACTION on FIRST READING on Ordinance Number 235-2023-019, to rezone from Residential Estate (RE) to Commercial Corridor (CC) to allow the expansion of an existing medical office for Lot 12, Jose Almaraz Subdivision, Cameron County, Texas, located at 3125 West Alton Gloor Boulevard, Brownsville, Texas 78520, as shown in Exhibit "A". (District 4) (Planning & Redevelopment Department)

Martin Vega, Planning & Redevelopment Assistant Director, noted that the property owner is requesting to change the zoning designation for Lot 12, to expand the existing structure to run the financial operations of an already existing medical office.

Maria Cristina Hoekema expressed concern regarding the proposed ordinance in regard to the flooding that occurs in the neighborhood area where the current existing business is located.

Doro Garcia, Public Works Director, noted that he will be in contact with Ms. Hoekema in regard to her concerns and see alternate solutions for the area.

A brief discussion ensued amongst the Commission and City staff.

Upon motion by Commissioner Roy De los Santos seconded by Commissioner Bryan L. Martinez and carried unanimously, the public hearing was closed.

Commissioner Roy De los Santos moved that Ordinance Number 235-2023-019, be adopted at first reading. The motion was seconded by Commissioner Pedro Cardenas and and failed for lack of a majority as follows:

Ayes: Commissioners Martinez, De los Santos and Cardenas

Nays: Mayor Cowen, Commissioners Gowen, Villarreal and Macias

Commissioner Rose Gowen would like to see more information from staff before approving this zoning ordinance and see if the citizens' concerns have been addressed.

Martin Vega pointed out that the UDC mandates a one-year penalty if the decision-making results in the property being denied.

The City Commission requested City Attorney's advice as to how to proceed with the agenda item.

Upon motion by Commissioner Rose Gowen seconded by Commissioner Roy De los Santos and carried unanimously, the motion was reconsidered.

Upon motion by Commissioner Roy De los Santos seconded by Commissioner Rose Gowen and carried unanimously, Ordinance Number 235-2023-019, was tabled.

3) Public Hearing and ACTION on FIRST READING of Ordinance Number 2023-1725 of the City of Brownsville, Texas, to adopt the Fiscal Year 2024 Annual Budget. (Financial Services Department) (Roll Call Vote Required)

Michael Delmore, Chief Financial Officer, briefly explained the proposed budget ordinance for the Fiscal Year (FY) 2024 Annual Budget.

Upon motion by Commissioner Bryan L. Martinez seconded by Commissioner Roy De los Santos and carried unanimously, the public hearing was closed.

Commissioner Rose Gowen moved that Ordinance Number 2023-1725, of the City of Brownsville, Texas, to adopt the Fiscal Year (FY) 2024 Annual Budget, be adopted at first reading. The motion was seconded by Commissioner Roy De los Santos and carried as follows:

Ayes: Mayor Cowen, Jr., Commissioners Villarreal, Gowen, Martinez, Macias, De los Santos, and Cardenas

Nays: None

4) Public Hearing and ACTION on FIRST READING of Ordinance Number 2023-1726 to ratify the Fiscal Year 2024 budget that will raise more total property taxes than last year's budget. (Financial Services Department) (Roll Call Vote Required)

Michael Delmore, Chief Financial Officer, briefly explained that this Year's property tax levy would raise more revenue from property taxes than in the preceding year. The Local Government Code requires the governing body to hold a separate vote to ratify the property tax increase reflected in the budget; this vote is in addition to and separate from the vote to adopt budget or set the tax rate.

Upon motion by Commissioner Roy De los Santos seconded by Commissioner Bryan L. Martinez and carried unanimously, the public hearing was closed.

Commissioner Roy De los Santos moved that Ordinance Number 2023-1726, to ratify the Fiscal Year (FY) 2024 budget that will raise more total property taxes than last year's budget, be adopted at first reading. The motion was seconded by Commissioner Rose Gowen and carried as follows:

Ayes: Mayor Cowen, Jr., Commissioners Villarreal, Gowen, Martinez, Macias, De los Santos, and Cardenas

Nays: None

5) Public Hearing and ACTION on FIRST READING of Ordinance Number 2023-1728 levying ad valorem taxes for the Tax Year 2023 for the use and support of the Municipal Government of the City of Brownsville, Texas, for the Fiscal Year 2024, providing for the interest and sinking fund for the Fiscal Year 2024 City of Brownsville, Texas, General Obligation Bonds. (Financial Services Department) (Roll Call Vote Required)

Michael Delmore, Chief Financial Officer, noted that the proposed voter approved tax rate for Fiscal Year (FY) 2024 is 0.607987, it was noted that this is a decrease of 12.13% compared to the Fiscal Year (FY) 23 rate. This rate is the highest rate the city may adopt without holding an election to approve the rate.

Upon motion by Commissioner Roy De los Santos seconded by Commissioner Rose Gowen and carried unanimously, the public hearing was closed.

Commissioner Rose Gowen moved to approve that the property tax rate be increased by the adoption of a tax rate of $0.607987, which is effectively a 10.7% increase in the tax rate. The motion was seconded by Commissioner Roy De los Santos and carried as follows:

Ayes: Mayor Cowen, Jr., Commissioners Villarreal, Gowen, Martinez, Macias, De los Santos, and Cardenas

Nays: None

6) Public Hearing and ACTION on FIRST READING of Ordinance Number 2023-1729 to approve a budget amendment for Fiscal Year 2023. (Multimodal Transportation Department/Finance Department)

Gennie Garcia, Multimodal Transportation Assistant Director, noted that staff is requesting an amendment of the Fiscal Year (FY) 2023 budget for the proposed TIGER Yard Rehab Project to fund the remaining balance shortage of $2,396,609.

A brief discussion ensued amongst the Commission and City staff.

Upon motion by Commissioner Roy De los Santos seconded by Commissioner Bryan L. Martinez and carried unanimously, the public hearing was closed.

Commissioner Roy De los Santos moved that Ordinance Number 2023-1729, be adopted at first reading. The motion was seconded by Commissioner Bryan L. Martinez and carried unanimously.

7) **Public Hearing and ACTION on FIRST READING on Ordinance Number 2023-1730, authorizing the issuance, sale, and delivery of up to $31,000,000 in aggregate principal amount of "Combination Tax and Revenue Certificates of Obligation, Series 2023"; securing the payment thereof by authorizing the levy of an annual Ad Valorem Tax and a pledge of certain surplus revenues of the City's Municipal Landfill System; and approving and authorizing the execution of all instruments and procedures related thereto; delegating to certain city officials the authority to approve all final terms of the Certificates of Obligation; and declaring an effective date. (Financial Services Department)**

Noe Hinojosa, Estrada Hinojosa City Financial Advisor noted that the proposed ordinance is to allow them to negotiate on behalf of the City of Brownsville the best possible interest rates for Certificates of Obligation. J. Juarez, Bond Attorney, introduced himself and shared that this item only requires one reading regardless of what the Charter or any other law states.

Upon motion by Commissioner Bryan L. Martinez seconded by Commissioner Roy De los Santos and carried unanimously, the public hearing was closed.

Commissioner Roy De los Santos moved that Ordinance Number 2023-1730, be adopted at first reading. The motion was seconded by Commissioner Rose Gowen and carried as follows:

Ayes: Mayor Cowen, Jr., Commissioners Villarreal, Gowen, Martinez, Macias, De los Santos, and Cardenas

Nays: None

ITEMS FOR INDIVIDUAL CONSIDERATION(S)

1) **Consideration and ACTION to award a contract to Shirley & Sons Construction Company, INC from Cleveland, Texas, for Dean Porter Park IFB# DPP-30-1223, for the repairs and renovations of the retaining wall and boardwalk in the amount of $737,486.85 plus the option for a 25% cost overrun maximum ($184,371.71) to Shirley & Sons Construction Company, INC, as budgeted. (Parks & Recreation Department)**

Roy Reyes, Parks & Recreation Project Coordinator, briefly explained the proposed repairs and renovations for the Dean Porter Park retaining wall.

Commissioner Rose Gowen moved to award a contract to Shirley & Sons Construction Company for repairs and renovations to Dean Porter Park. The motion was seconded by Commissioner Roy De los Santos and carried unanimously.

2) **Consideration and ACTION to award Specific and Aggregate Stop Loss Medical Insurance coverage for plan year 2023-2024 to ISU Companion Life. (Organizational Development & Human Resources)**

Ivan Reyes, Organizational Development & Human Resources (OD&HR) Department Benefits & Compensation Manager, introduced Tommy Taylor representing Higginbotham. Mr. Taylor noted that the city was on a self-funded plan. Mr. Taylor shared that the offers proposed to the city are firm and require no additional underwriting if the applications are signed by the 16th of August. Upon

receipt of the firm responses, the City and Higginbotham met to discuss contract terms, pricing, and lasers.

Commissioner Roy De los Santos moved to approve and award a Specific and Aggregate Stop Loss Medical Insurance. The motion was seconded by Commissioner Bryan L. Martinez and carried unanimously.

3) **Consideration and ACTION to approve Resolution Number 2023-110 nominating Columbia Valley Healthcare System, L.P., to the Office of the Governor Economic Development and Tourism through the Economic Development Bank for designation as a qualified business and enterprise project under the Texas Enterprise Zone Program under the Texas Enterprise Zone Act, Chapter 2303, Texas Government Code. (Office of the City Manager)**

Marina Zolezzi, Chief of Staff, introduced Marla Sandoval, Director for Business Development with Valley Regional Medical Center and Omar Khan, with Ryan. Ms. Marina noted that the proposed resolution is asking for support in nominating Columbia Valley Healthcare System, L.P., (Valley Regional Medical Center) for designation as a qualified Enterprise Project under the Texas Enterprise Zone Act.

Omar Khan, with Ryan, briefly informed the Commission the proposed investments as an enterprise project. The investments will contribute significantly to the achievement of the plans of the City for development and revitalization of the area by way of an $8M expansion/renovation of its cardiology department over the next five years and the creation of an additional ten (10) full-time positions as part of its anticipated investment.

Commissioner Roy De los Santos moved to approve Resolution 2023-110. The motion was seconded by Commissioner Bryan L. Martinez and carried unanimously.

BOARD APPOINTMENT(S)

1) **Consideration and ACTION, if any, to approve Resolution Number 2023-104 to appoint, reappoint, and/or remove member(s) of the Transit Advisory Committee. (Multimodal Transportation Department) (Tabled from August 1, 2023)**

Joel Garza, Multimodal Department Director presented the item. Commissioner De los Santos requested clarification if what was discussed was supported by law.

Additional discussion ensued amongst Commission and City staff.

Upon motion by Commissioner Rose Gowen seconded by Commissioner Roy De los Santos and carried unanimously, Resolution Number 2023-104, was tabled.

2) **Consideration and ACTION, if any, to approve Resolution Number 2023-095-B to appoint, reappoint, and/or remove member(s) on the Animal Regulation and Care Advisory Committee. (Public Health and Wellness Department)**

Resolution Number 2023-095-B was approved as follows:

Commissioner Rose Gowen moved to appoint ***Javier Parra*** to the Animal Regulation and Care Advisory Committee. The motion was seconded by Commissioner Bryan L. Martinez and carried unanimously.

Commissioner Tino Villarreal moved to appoint ***LaHoma M. Pederson*** to the Animal Regulation and Care Advisory Committee. The motion was seconded by Commissioner Bryan L. Martinez and carried unanimously.

Commissioner Bryan L. Martinez moved to appoint ***Mia Barraza*** to the Animal Regulation and Care Advisory Committee. The motion was seconded by Commissioner Roy De los Santos and carried unanimously.

EXECUTIVE SESSION

Upon motion by Commissioner Roy De los Santos, seconded by Commissioner Bryan L. Martinez and carried unanimously, the Executive Session convened at 8:55 p.m. to discuss the following items:

1) **Closed session pursuant to Tex. Gov't Code Sections 551.071 (Consultation with Attorney) and 551.076 (Deliberation Regarding Security Devices or Security Audits) regarding Migrant Influx Update. (Office of the City Attorney/Office of the City Manager)**
2) **Closed session pursuant to Tex. Govt Code Sections 551.071 (Consultation with Attorney), 551.072 (Real Property Deliberation), and 551.087 (Economic Development Deliberation) related to Project Glory. (Office of the City Attorney/Office of the City Manager)**
3) **Closed session pursuant to Tex. Govt Code Sections 551.071 (Consultation with Attorney), 551.072 (Real Property Deliberation), and 551.087 (Economic Development Deliberation) related to Project Ocean. (Office of the City Attorney/Office of the City Manager)**
4) **Closed session pursuant to Tex. Govt Code Sections 551.071 (Consultation with Attorney), 551.072 (Real Property Deliberation), and 551.086 (Competitive Matters) related to Project Spark. (Office of the City Attorney/Office of the City Manager)**
5) **Closed session pursuant to Tex. Govt Code Sections 551.071 (Consultation with Attorney), 551.072 (Real Property Deliberation), and 551.087 (Economic Development Deliberation) related to Project Straw. (Office of the City Attorney/Office of the City Manager)**

All items listed in Executive Session were discussed during the Executive Session, and a certified agenda was kept.

Upon conclusion of Executive Session, Mayor John Cowen Jr., convened the Regular meeting at 10:09 p.m. There was no action taken in the Executive Session.

Commissioner Rose Gowen left the meeting after the executive session ended.

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 Project Glory.**

   No action taken.

2) **Consideration and ACTION, if any, related to Project Straw.**

Commissioner Roy De los Santos moved to approve as discussed in Executive Session. The motion was seconded by Commissioner Bryan L. Martinez and carried unanimously.

ADJOURNMENT

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

Approved this _____day of _____, 2023.

_____
John Cowen, Jr.
Mayor

Attest:

_____
Yolanda Galarza Gomez, TRMC
City Secretary

Respectfully submitted by:
Griselda Rosas, Deputy City Secretary
Office of the City Secretary

DRAFT

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Yolanda Galarza, City Secretary
Date:	Tuesday, September 5, 2023
Agenda #:	Consideration and **ACTION** to approve the 2024 City Commission Meeting Schedule. (Office of the City Secretary)

Summary:
A draft of the City Commission Meeting Schedule for Calendar Year 2024 is attached for review and approval.

Please note that the draft includes a second meeting in July. In 2023, a second meeting was held (Budget Work Session).

The City Commission may choose to amend the draft of the 2024 schedule to include only one meeting in July.

Project Scope and Analysis:
Once approved, the City Commission Meeting Schedule will be posted on the City's Website and will be sent out to department directors and staff.

Funding:

Source: Not Applicable

Amount:

Local Contribution if Applicable:

Recommendation:
Staff recommends review and approval of the official schedule for 2024.

Commission Pillar:
Governance Pillar

Attachments:

1. 2024 Calendar w-CCMTG Meeting Dates

2024 Calendar-City Commission Meetings

January

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

March

S	M	T	W	T	F	S
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3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April

S	M	T	W	T	F	S
	1	2	3	4	5	6
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May

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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June

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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

July

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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August

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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September

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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October

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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November

S	M	T	W	T	F	S
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				



Holiday
City Commission Mtgs

Jan 1	New Years Day
Jan 15	Martin Luther King Day
Feb. 19	President's Day
Mar. 29	Good Friday
Apr. 1	Cesar Chavez Day
May 27	Memorial Day
July 4-5	Independence Day & Observed Day
Nov. 28-29	Thanksgiving Day & Day Observed
Dec. 25	Christmas Day

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Perla Cepeda, Organizational Dev. & Human Resources Director
Date:	Tuesday, September 5, 2023
Agenda #:	Consideration and **ACTION** to approve the holiday schedule for Fiscal Year 2024. (Organizational Development & Human Resources Department)

Summary:
Consideration and Action to approve the following as observed Holidays:

November 10, 2023 – Veterans Day (Observed) (Fri)
November 23, 2023 – Thanksgiving (Thu)
November 24, 2023 – Day After Thanksgiving (Fri)
December 25, 2023 – Christmas Day (Mon)
January 1, 2024 – New Year's Day (Mon)
January 15, 2024 – Martin Luther King Jr. Day (Mon)
February 19, 2024 – Presidents' Day (Mon)
March 29, 2024 – Good Friday
April 1, 2024 – Cesar Chavez Day (Observed) (Mon)
May 27, 2024 – Memorial Day (Mon)
July 4, 2024 - Independence Day (Thu)
July 5, 2024 - Independence Day (Observed) (Fri)
September 2, 2024 – Labor Day (Mon)

· If New Year's, Christmas or Independence Day fall on a Tuesday, the preceding Monday shall also be a holiday, and if these holidays fall on a Thursday, the following Friday shall be a holiday.
· Christmas Eve will only be observed if Christmas day falls on a Wednesday.

Project Scope and Analysis:
Holidays are listed in accordance to the City of Brownsville' Employee Handbook.

Funding:

Source: N/A
Not Applicable

Amount:

Local Contribution if Applicable:

Recommendation:
To approve the holiday schedule for FY24.

Commission Pillar:
Governance

Attachments:
1. FY24 Holiday Schedule for Approval

HOLIDAY SCHEDULE FY24

November 10, 2023 – Veterans Day (Observed) (Fri)

November 23, 2023 – Thanksgiving (Thu)

November 24, 2023 – Day After Thanksgiving (Fri)

December 25, 2023 – Christmas Day (Mon)

January 1, 2024 – New Year's Day (Mon)

January 15, 2024 – Martin Luther King Jr. Day (Mon)

February 19, 2024 – Presidents' Day (Mon)

March 29, 2024 – Good Friday

April 1, 2024 – Cesar Chavez Day (Observed) (Mon)

May 27, 2024 – Memorial Day (Mon)

July 4, 2024 - Independence Day (Thu)

July 5, 2024 - Independence Day (Observed) (Fri)

September 2, 2024 – Labor Day (Mon)

- *If New Year's, Christmas or Independence Day fall on a Tuesday, the preceding Monday shall also be a holiday, and if these holidays fall on a Thursday, the following Friday shall be a holiday.*

- *Christmas Eve will only be observed if Christmas day falls on a Wednesday.*

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Martin Vega, Senior Planner
Date:	Tuesday, September 5, 2023
Agenda #:	**APPROVAL** on **SECOND** and **FINAL READING** on **Ordinance Number 235-2023-018-S,** to request a Specific Use Permit to allow a used car lot in Traditional Neighborhood-Corridor for Lot 3, Block 66, Enrique Subdivision, Cameron County, Texas, located at 1416 Filmore Street, Brownsville, Texas 78520, as shown in Exhibit "A". (District 1) (Planning & Redevelopment Department)

Summary:
Property owner, Jose Luis Torres, is requesting a Specific Use Permit to allow a used car lot in Traditional Neighborhood-Corridor for Lot 3, Block 66, Enrique Subdivision, Cameron County, Texas, located at 1416 Filmore Street, Brownsville, Texas 78520.

The predominant land use in the surrounding area is commercial business. Additional uses, such as single-family dwelling and multifamily development, are also present within the vicinity.

The property is located within the Linkage Corridor. The request is not consistent with the Future Land Use Plan.

Project Scope and Analysis:
The subject property is approximately 0.1377 acre (50’ x 120’) and fronts Filmore Street (Expressway Frontage) where commercial uses are prevalent. This parcel currently lies between an undeveloped parcel and a commercial business. The current zoning designation of the property (Traditional Neighborhood-Corridor) primarily permits residential and neighborhood oriented commercial uses; however, a used car lot does not fall under this category of uses. As per the Unified Development Code (UDC), a used car lot requires that a Specific Use Permit be granted to the property. A specific use permit would prevent spot zoning and would add a layer of protection for adjacent properties.

It is the opinion of staff that the proposed use would not be adequate in this area.

If approved, staff proposes that the development be subject to the following conditions;

however, the City Commission has the authority to add or remove items to this list.

- Organized parking of inventory
- Adequate space for traffic flow
- Masonry wall screening along all property lines abutting a single-family use
- All storage of inventory must be with the property
- All unloading of the inventory must be carried out within the property
- All types of work to vehicles must be done within enclosed areas
- All vehicles must be parked on improved surfaces (i.e., concrete or asphalt)

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 August 3, 2023. The Planning and Zoning Commission approves this Specific Use Permit to allow a used car lot in Traditional Neighborhood-Corridor.

The item was approved by City Commission at 1st Reading on August 15th, 2023.

Commission Pillar:

Planning & Redevelopment

Attachments:

1. Binder 235-2023-018-S

City of Brownsville Planning and Redevelopment Department
1034 E. Levee St. 2nd Floor, Brownsville, Texas 78520
Telephone: 956.548.6150

Zoning Division:
zoning@brownsvilletx.gov

Multi-Process Application / Aplicación Multiproceso

General Information / Información General:

Applicant Information / Información del Solicitante

Date / Fecha:	☐ Owner / Nombre del Propietario ■ Representative or Agent / Representante o Agente	
Applicant Name / Nombre del Solicitante: Roberto Vasquez		
Address / Dirección: 7525 Burr Oak Loop		
City / Ciudad: Brownsville	State / Estado: TX.	Zip / Código Postal: 78526
Phone Number / Numero Telefónico: 956.793.6364	Fax:	
E-mail / Correo Electrónico: rr.vasquez@att.net		

Property Information / Información de la Propiedad

Is the Property Subdivided? / ¿La propiedad está subdividida? ☐ Yes / Sí ☐ No, If the answer is no, provide survey map and or metes and bounds / Si la respuesta es no, proporcione un plano catastral (del terreno) y / o medidas y límites		
Property Address / Dirección de la Propiedad: 1416 Filmore (Frontage)		
Subdivision / Subdivisión: Enrique Subd.	Lot / Lote: 3	Block / Bloque: 66
Property Tax ID / Identificación del impuesto: 02 - 9650 - 0660 - 0030 - 00	Gross Acreage / Superficie en Acres: 562.94 Ac. Approx.	
Location Description / Descripción de la Ubicación: 416 Filmore (Frontage)		
Current Zoning / Zonificación Actual : TN-C	Proposed Zoning / Zonificación Propuesta:	
Proposed Use / Uso propuesto: TN-C (specific use)	Overlay District: Historic Preservation Overlay	

Application Type / Tipo de Aplicacion:

■ **I. Specific Use Application / Solicitud Para Plan de Uso Específico**
☐ **II. Zoning Application / Solicitud de Zonificación**
☐ **III. Planned Development Application / Solicitud de Distrito de Desarrollo Planificado**
☐ **IV. Board of Adjustment Application / Aplicación al Comité de Ajuste**

Required Documentation for ALL applications:

■ Application / Solicitud
☐ Full payment of the application fee / Pago completo de la tarifa de solicitud
■ Copy of tax certificate / Copia del Certificado Fiscal / Impuestos
■ Deed of the subject property / Escritura de la propiedad en cuestión
☐ Survey if property is not subdivided / Proporcione un plano catastral (del terreno), si la propiedad no esta subdividida
■ Notarized authorization letter from the owner (if the application is signed by the representative and/or buyer) / Carta de autorización notariada del propietario (si la solicitud está firmada por el representante y / o el comprador)
☐ Copy of Certificate of Formation Limited Liability Company (if applicable) / Copia del Certificado de Empresa de Responsabilidad Llimitada (si corresponde)
☐ Copy of Property Sale Agreement or Contract (if buyer is the applicant) / Copia del acuerdo o contrato de venta de la propiedad (si el comprador es el solicitante)

See additional requirements listed below for each application type /
Consulte los requisitos adicionales que se enumeran a continuación para cada tipo de aplicación

*No incomplete applications will be accepted / No se aceptarán solicitudes incompletas

I. Specific Use Application Fee / Tarifa de la Solicitud Pada Plan de Uso Específico

Multi-Family / Office / Commercial / Retail / Industrial: Multifamiliar / Oficina / Comercial / Minorista / Industrial:	Single Family: Unifamiliar:
■ 0 – 1 Acres...$500 ☐ 1 – 5 Acres…$750 ☐ 5 – 10 Acres…$1,000 ☐ 10 and Up … $1,250	☐ 0 – 1 Acres...$250 ☐ 1 – 10 Acres…$500 ☐ 10 and Up … $1,000

Additional Required Documentation / Documentación Requerida

■ Site Plan / Plan de Sitio

- **Refer to Unified Development Code 4.2.7 Specific Use Permit / Consulte el Código de Desarrollo Unificado 4.2.7 Permiso de Uso Específico**
- **Refer to Unified Development Code 4.6.9 Wireless Transmission for requirements / Consulte el Código de Desarrollo Unificado 4.6.9 Transmisión Inalámbrica para conocer los requisitos**

II. Zoning Application Fee / Tarifa de la Solicitud de Zonificación

Multi-Family / Office / Commercial / Retail / Industrial: Multifamiliar / Oficina / Comercial / Minorista / Industrial:	Single Family: Unifamiliar:
☐ 0 – 1 Acres...$500 ☐ 1 – 5 Acres…$750 ☐ 5 – 10 Acres…$1,000 ☐ 10 and Up … $1,500	☐ 0 – 1 Acres...$250 ☐ 1 – 10 Acres…$500 ☐ 10 and Up … $1,000

III. Planned Development Application Fee / Tarifa Para Solicitud de Distrito de Desarrollo Planificado

☐ General Development Plan / Plan General de Desarrollo $
☐ Final Development Plan / Plan de Desarrollo Final $
☐ Planned Development Amendment / Enmienda de Desarrollo Planificado $

Additional Required Documentation / Documentación Requerida

☐ Planned Development Master Plan / Plan Maestro de Desarrollo Planificado
- ☐ Design Statement / Declaración de Diseño
- ☐ Concept Plan/ Plan Conceptual

IV. Board of Adjustment Application / Aplicación al Comité de Ajuste

☐ Variance / Variación de Zonificación ☐ Special Exception / Excepción Especial	☐ $250

Description / Descripción

Provide a brief description of your request / Proporcione una breve descripción de su solicitud:

Requesting Specific Use to car sales

Additional Required Documentation / Documentación Requerida

☐ A digital copy in PDF format of a survey that is sealed and signed by a professional land surveyor./Una copia digital en formato PDF del plato catastral (del terreno) sellado y firmado por un agrimensor profesional.
☐ A digital copy of the site plan in PDF format./Una copia digital del plano del sitio en formato PDF.
☐ A letter fully explaining request / Una carta que explique completamente la solicitud
☐ All supplemental material to be presented to Board Members (pictures, letters of support, etc.) / Todo el material complementario que se presentará a los miembros del comité (fotografías, cartas de apoyo, etc.)

Applicant Signature / Firma del Solicitante:

(If the application is signed by the representative a notarized letter from the owner is required with this application / Si la solicitud está firmada por el representante, se requiere una carta notariada del propietario con esta solicitud) Roberto Vasquez	Date / Fecha: 6.14.23

Office Use Only /Sólo Para Uso Oficial

Case Number:	Application Fee:	Code:
Application Processed by:	Date:	

*No incomplete applications will be accepted / No se aceptarán solicitudes incompletas

ORDINANCE NUMBER 235-2023-018-S

AN ORDINANCE AMENDING THE "CITY ZONING ORDINANCE" BY AMENDING THE OFFICIAL ZONING ATLAS; 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 so to allow a used car lot in Traditional Neighborhood-Corridor (TN-C) for Lot 3, Block 66, Enrique Subdivision, Cameron County, Texas, located at 1416 Filmore Street, Brownsville, Texas 78520, as shown in Exhibit "A"; the area rezoned by this amendment being situated entirely within the corporate limits of Brownsville, Cameron County, Texas.

Section 2. That all provisions of the City of Brownsville Unified Development Code are incorporated herein by reference and declared to be a part hereof; and that this ordinance shall become effective on the earliest date allowed by law.

Section 3. The property described above and by this ordinance is subject to the following conditions:

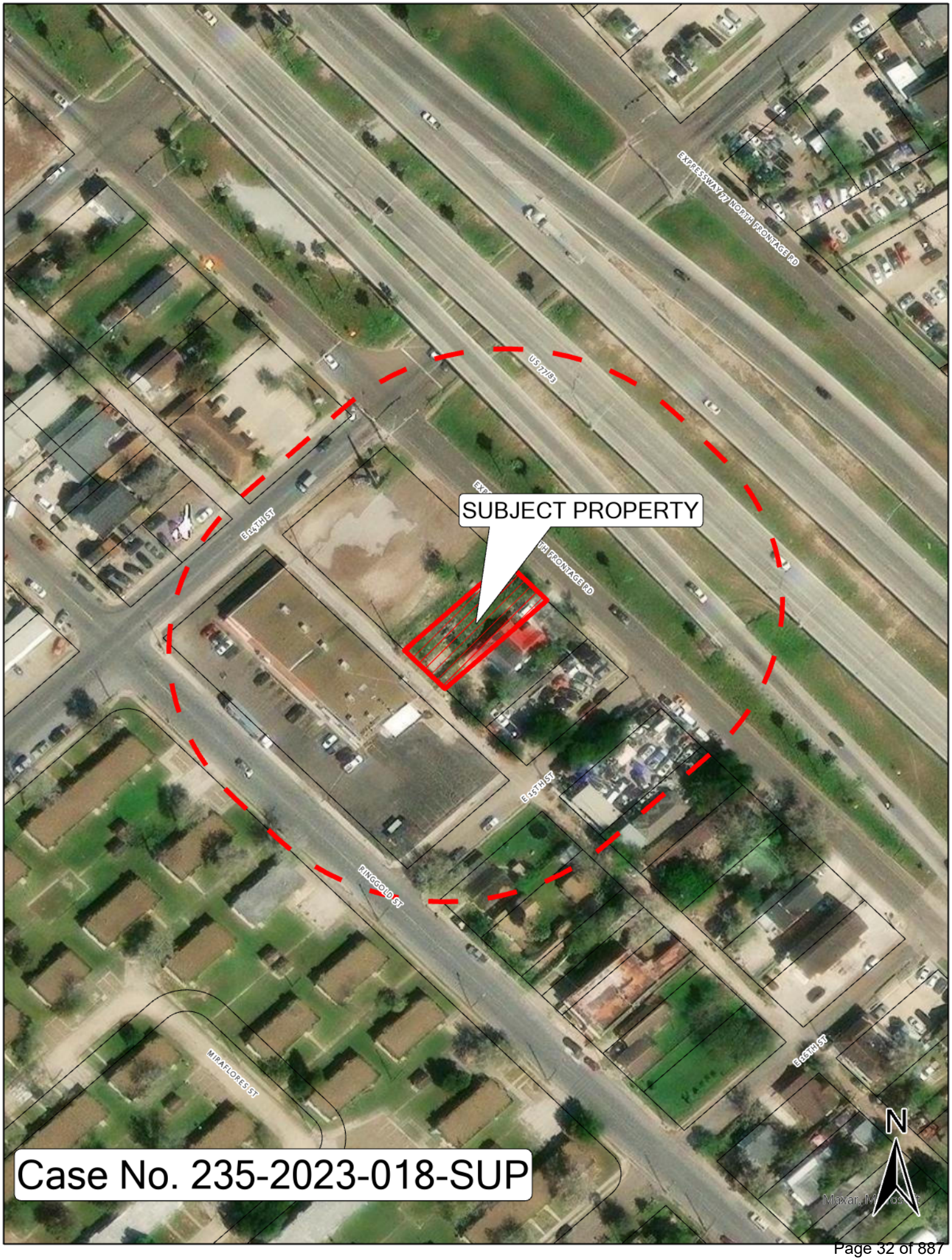
- Organized parking of inventory
- Adequate space for traffic flow
- Masonry wall screening along all property lines abutting a single-family uses
- Storage of inventory within the property
- Unloading of inventory within the property
- All type of work must be done within enclosed areas
- All vehicles must be parked on improved surfaces (i.e., concrete or asphalt)

INTRODUCED at a public hearing on **August 15, 2023**. Passed at First Reading on **August 15, 2023**. PASSED at Second and Final Reading and ADOPTED, APPROVED, and ENACTED on **September 5**, **2023**.

(SEAL)

BY: _____
John Cowen Jr.
Mayor

ATTEST: _____
Yolanda G. Gomez
City Secretary


SUBJECT PROPERTY
EXPRESSWAY I-27 NORTH FRONTAGE RD
US 277S3
E 44TH ST
E 45TH ST
RINGGOLD ST
MIRAFLORES ST
E 46TH ST
N
Case No. 235-2023-018-SUP

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"

Rezoning request:
Case # 235-2023-018-SUP

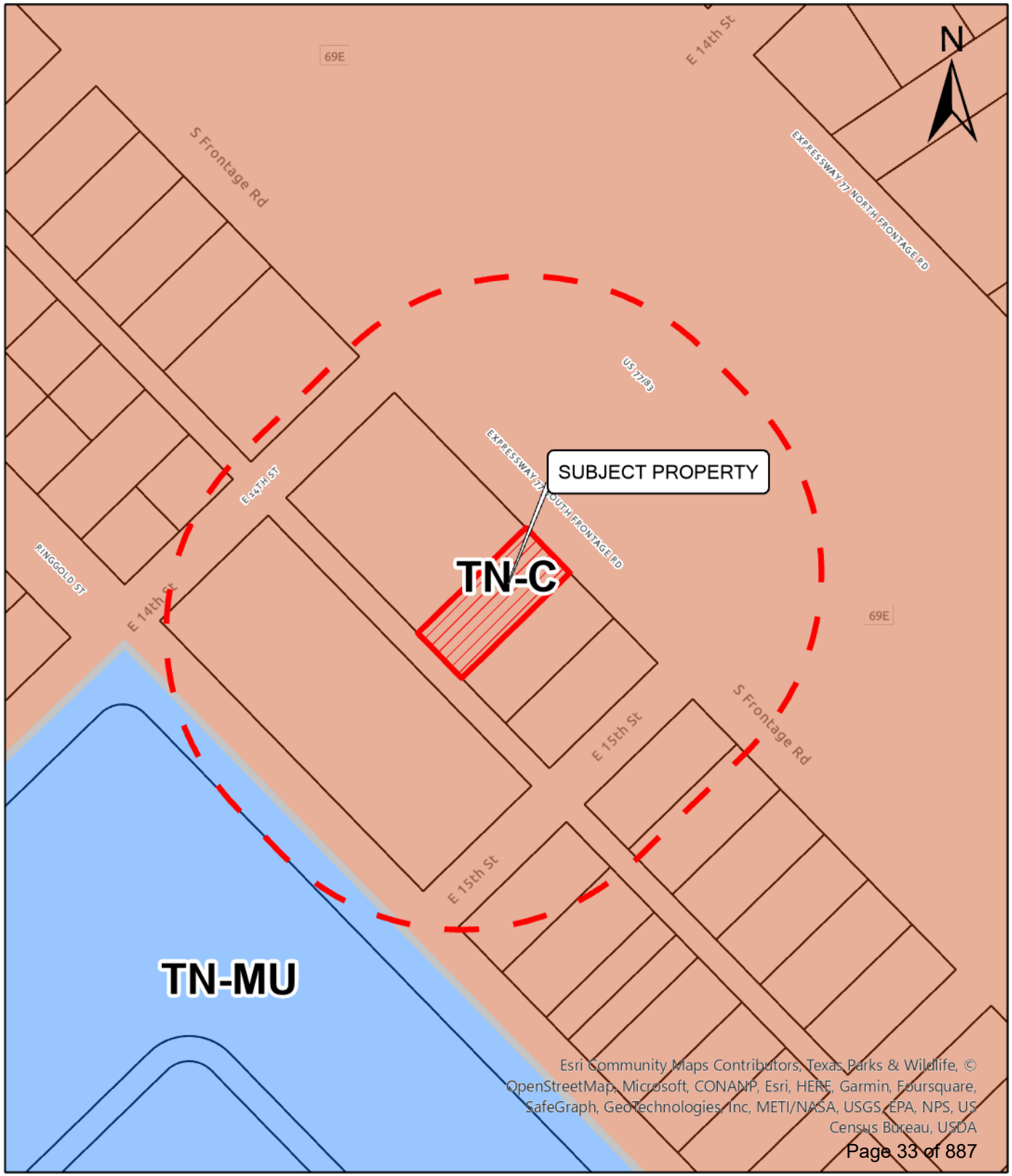
Current Zoning:

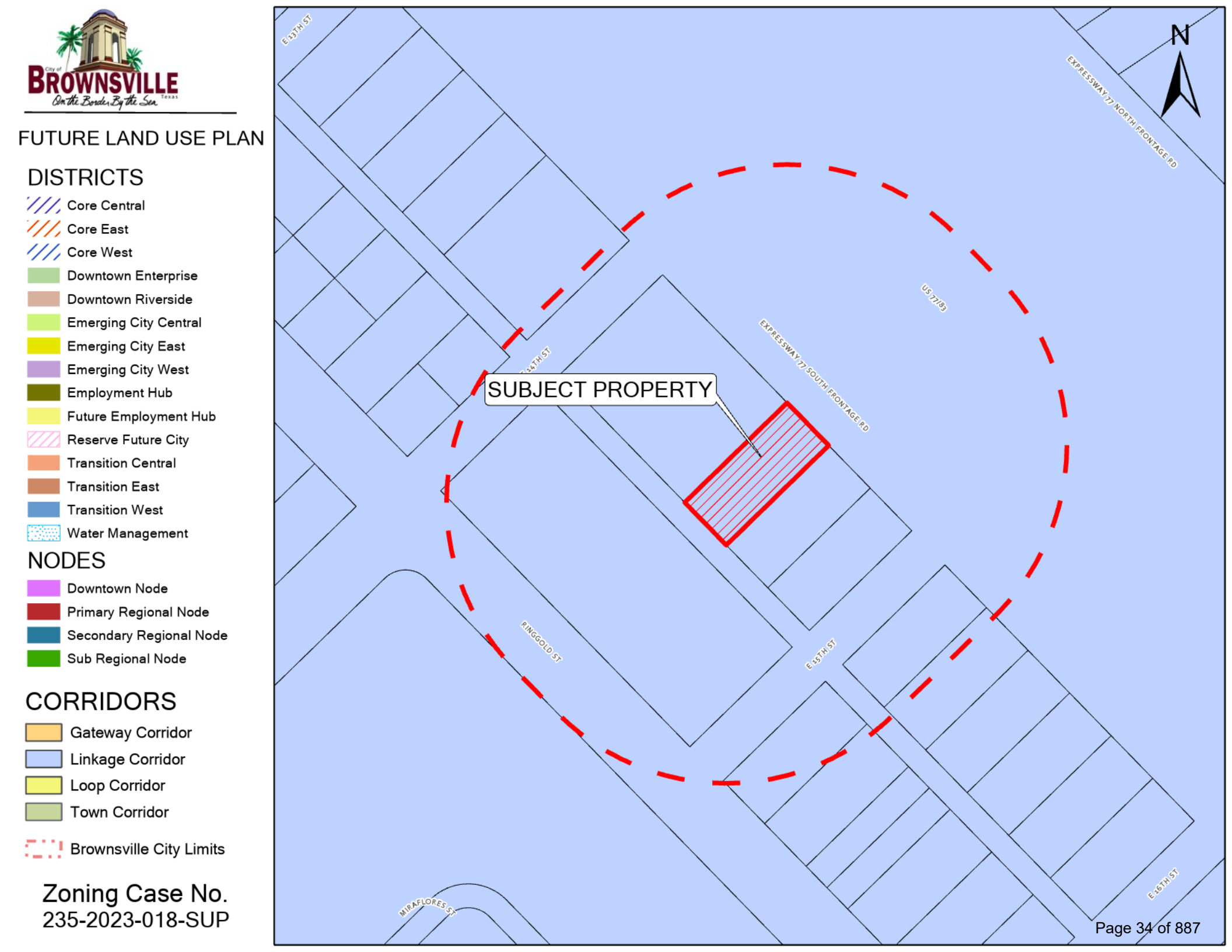
TN-C, Traditional Neighborhood Corridor

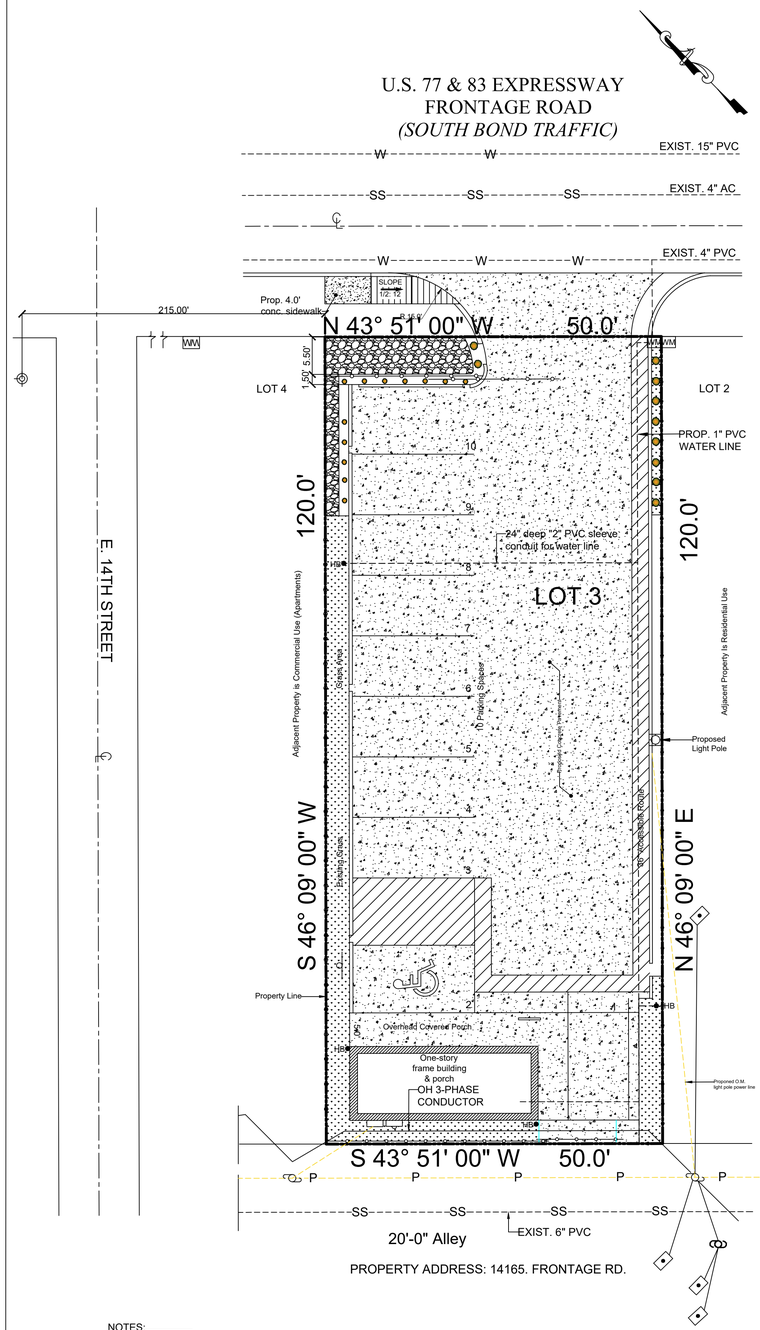
Proposed Zoning:

SUP, (Specific Use Permit)

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
Brownsville City Limits
Zoning Case No.
235-2023-018-SUP
SUBJECT PROPERTY
E 13TH ST
E 14TH ST
E 15TH ST
E 16TH ST
RINGGOLD ST
MIRAFLORES ST
EXPRESSWAY 77 NORTH FRONTAGE RD
EXPRESSWAY 77 SOUTH FRONTAGE RD
US 77/83
N



NOTES:

i. The proposed development shall comply with the COB noise ordinance.
ii. All mechanic and body work must be done indoors. No outdoor work to be permitted
iii. No vehicle storage shall be permitted on site.
iv. All vehicle inventory shall be kept within the property. Vehicles will not be permitted on the ROW.
v. All unloading of inventory shall be performed within the property.
vi. The permitted amount of vehicles (parking) on the property shall be based on the following 1 per 1,000 sq.ft. of lot area and 1 per 500 sq. ft. of structure area.

NOTES:

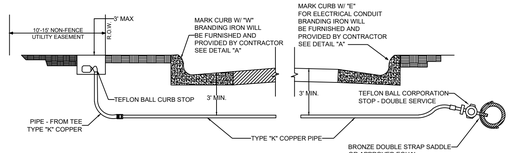
1. Existing Water and Sewer Services are provided by Public Utility Board of the City of Brownsville located at 1425 Robinhood Dr. (956)983-6100
2. Existing Power services are provided Public Utility Board of the City of Brownsville Located at 1425 Robinhood Dr. (956)983-6100
3. For gas services availability contact Texas Gas Service Company Contact: Octavio Rangel - Engineering Department (956)686-8745
4. Contractor and Engineer to verify existing utilities location and depth.
5. Engineer or Surveyor to locate all corner pins; if none are found, place iron pins where appropriate.
6. Make sure to call appropriate services and request utility markings and/or spotting before digging.
7. Parking stripes shall be painted with yellow paint. Stripes shall be 4" minimum width.
8. Building setback lines are as follows: ___' front, ___' side and ___' rear.
9. See Landscape Plan for Vegetation areas, notes and details.
10. Typ. means typical for details and notes that repeat.
11. Termite control preparation is recommended before any building work is commenced.
12. Ensure proper protection to any neighboring properties.
13. Make changes as necessary and notify designer, engineer and owners prior to taking action.
14. Surveying services are recommended for foundation forms, proper location and property boundaries.
15. Water and Sewer tapping as per Public Utility Board of the City of Brownsville.
16. All work must meet local and national commercial construction codes and requirements.
17. Designer and drafter is not responsible for any workmanship or failed precautions.

FLOOD ZONE "B"
AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE (1) SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.

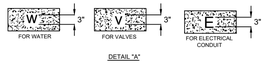
COMMUNITY -PANEL NUMBER: 480343 0005 C
MAP REVISED: NOVEMBER 2, 1982
AND
COMMUNITY PANEL NUMBER: 480334 0425 C
MAP REVISED: NOVEMBER 16, 1982

APPROXIMATE AREAS		
HATCH	KIND	SQUARE FT.
	EXIST. CONC.:	0.00
	PROP. CONC.:	4946.51
	EXIST. GRASS:	614.13
	PROP. SHRUB:	129.98
	GROUNDCOBER:	173.63

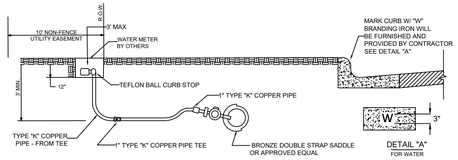
AUTOMATIC IRRIGATION SYSTEM
NOT REQUIRED
IF USED, IRRIGATION SUBCONTRACTOR
TO PROVIDE SCHEMATIC DRAWINGS



TYPICAL LONG SERVICE



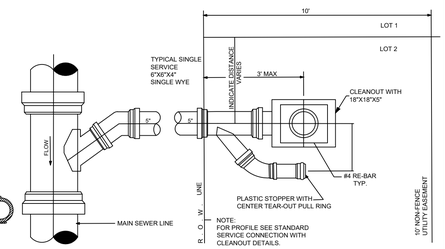
NOTE:
1. USE 3/4" TYPE "K" COPPER PIPE FOR SINGLE SERVICE CONNECTION
2. 36" MIN. COVER FOR 3/4" THRU 2" SERVICES
3. MARK CURB W/"V" AT WATER VALVE LOCATION. BRANDING IRON WILL BE FURNISHED AND PROVIDED BY CONTRACTOR



TYPICAL SHORT SERVICE

NOTE:
1. USE 3/4" TYPE "K" COPPER PIPE FOR SINGLE SERVICE CONNECTION

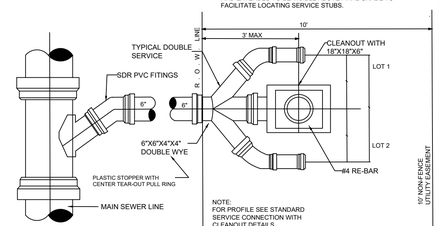
TYPICAL WATER SERVICE
Not to Scale



PLAN - SINGLE SERVICE

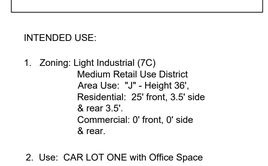
"NOTE: CONTRACTOR SHALL COORDINATE WITH INSPECTOR ON THE LOCATION OF ALL SERVICE LATERALS.

DETECTION NOTE:
A SOUND DETECTION REFLECTOR "STU-DEC-TA-CAL" BY FRIFFOLYN, INC, OR AN APPROVED SUBSTITUTE, WILL BE FASTENED TO THE END OF EACH SERVICE CONNECTION AND EXTENDED TO BE VISIBLE ABOVE FINAL GRADE TO FACILITATE LOCATING SERVICE STUBS.



PLAN - DOUBLE SERVICE NEW DEVELOPMENT

TYPICAL SEWER SERVICE
Not to Scale



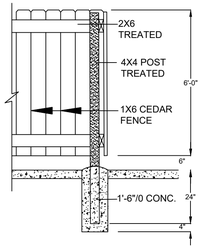
SITE LEGEND

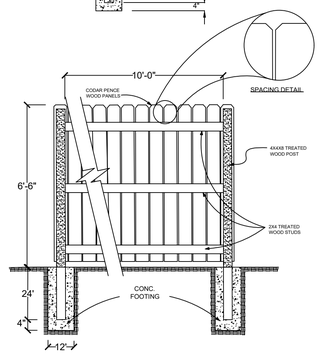
- PROP. WATER METER
- PROP. ELECTRICAL TRANSFORMER
- EXIST. WATER LINE
- EXIST. OVER HEAD POWER LINE
- EXIST. OVER HEAD POWER LINE
- EXIST. UNDERGROUND POWER LINE
- EXIST. SEWER LINE
- EXIST. GAS LINE
- PROP. GAS LINE
- PROP. POWER POLE
- EXIST. POWER POLE
- EXISTING TRASFORMER BLANK
- PROP. PARKING LOT LIGHT
- EXIST. FIRE HYDRANT
- PROP. TRAFFIC FLOW
- PROP. HANDICAP PARKING SIGN
- EXIST. TREE
- PROP. TREE
- PROP. SHRUB
- FIRE HYDRANT
- HOSE BIB
- PROPOSED ELEVATION
- EXISTING ELEVATION
- DIRECTION OF FLOW
- SECONDARY METER
- EXIST. TELEPHONE PEDESTAL
- HATCH FOR GRASS AREA
- HATCH FOR NON-GRASS AREA
- HATCH FOR CONCRETE
- PROP. WATER SUPPLY

ENCLOSURE DIMENSIONS:
1. 10' interior side wall to interior sidewall
2. 10' interior of gate to interior of rear wall

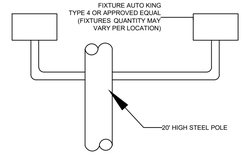
GATES:
1. Must swing open fully 180°
2. Sliding barrel bolts must be installed on inside wall of each gate at bottom corners
3. Holes large enough to receive barrel bolts must be drilled in parking lot surface at fully closed location and the fully open location.

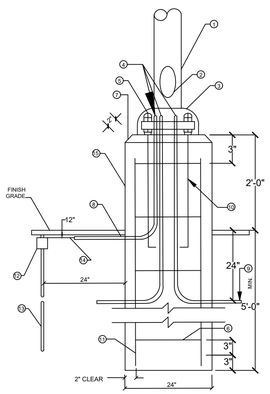
OPENING AND CLOSING OF GATES:
1. It shall be the responsibility of the customer to open and closed the gates on service dates
2. It is recommended that the gates be opened at the start of the business on service days





DISPOSAL STATION SCREENING FENCE
Not to Scale





TYPICAL CURB AND GUTTER
Not to Scale

POLE BASE NOTE:

1. LIGHTING STANDARD.
2. ACCESSIBLE FROM OPENING. PROVIDE STAINLESS STEEL COVER WITH STAILESS STEEL SCREWS.
3. BASE COVER; MATCH MATERIAL OF POLE, EXCEPT WHERE POLE IS CONCRETE, BASE COVER SHALL BE STAILESS STEEL.
4. CONNECT CONDUITS TO GROUNDING LUG AND GROUNDING CONDUCTOR TO GROUND ROD.
5. PROVIDE BOTTOM NUT FOR LEVELING AND DOUBLE NUTS ON TOP.
6. NO. 4 STEEL REINFORCING TIES ON 12" CENTERS.
7. CHAMFER EDGES ON BASE.
8. RIGID GALVANIZED CONDUIT.
9. RIGID GALVANIZED STEEL CONDUIT 12" PAST EDGE OF CONCRETE BASE. PROVIDE CONDUIT TO DUCT ADAPTER.
10. GALVANIZED STEEL ANCHOR BOLTS, AS REQUIRED BY MANUFACTURER FURNISHING POLE.
11. EIGHT NO. 4 STEEL REINFORCING RODS.
12. THERMOWELD CONNECTOR.
13. 3/4" X 10'-0" COPPER CLAD GROUND ROD.
14. NO. 6 BARE STRANDED COPPER CLAD GROUND WIRE, CONNECT TO GROUND ROD. CONDUITS AND GROUNDING LUG.
15. CONCRETE BASE SHALL BE HAND RUBBED TO REMOVE ALL IRREGULARITIES AND PROVIDE SMOOTH FINISH. PAINT AS DIRECTED BY OWNER.

INTENDED USE:

1. Zoning: Light Industrial (7C)
   Medium Retail Use District
   Area Use: "J" - Height 36',
   Residential: 25' front, 3.5' side & rear 3.5'.
   Commercial: 0' front, 0' side & rear.
2. Use: CAR LOT ONE with Office Space
3. Owner: Jose Torres
   1443 E. Harrison St.
   Brownsvilles, TX 78520
   Phone: 956.525.0298

PARKING CALCULATIONS

VEHICLE SALES OR RENTAL:

a. Eleven- tenthes (1.1) parking space for every vehicle available for sale or rental on the premises.

a. 9 vehicles for sale * 1.1 = 9.1 Spaces

Spaces Required = 10 Spaces
Proposed Parking = 10 Spaces

UTILITIES PLAN
OF
LOT THREE (3), BLOCK SIXTY-SIX (66)
ENRIQUE'S SUBDIVISION IN THE CITY OF BROWNSVILLE, CAMERON COUNTY, BROWNSVILLE, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE M.R.C.C., TEXAS

AS RECORDED IN
VOLUME 35, PAGE 147
OF THE RECORDS OF HIDALGO COUNTY, TEXAS

1416 S. EXPRESSWAY 77/83 (S. FRONTAGE RD.)

10 0 10 20 30

Scale: 1" = 10'

PROJECT TITLE
CAR LOT ONE
Owner (s)
JOSE LUIS TORRES

SHEET TITLE
CAR LOT ONE
Scale
1" = 10'

CONTENTS
Site Plan Including
Existing & Proposed Utilities
Notes and Details

DATE
06.05.23

SHEET
S 1 of 1

Designed By:
Construcciones Vasquez
Residential/Commercial Floor Plans
Roberto Vasquez
Senior Designer/Contractor
Cell.: 793-8384

STAFF REPORT

Planning & Redevelopment Department
Zoning Division
1034 E. Levee St. 2nd Floor
Brownsville, TX 78520
(956) 548-6150

APPLICATION DETAILS

Applicant/Representative: Jose Luis Torres/Roberto Vasquez
Property Address: 1416 Filmore Street
Application Type: Specific Use Permit
Current Zoning: Traditional Neighborhood Corridor (TN-C)
Application Date: June 26, 2023
CC Meeting Dates: 1st – August 15, 2023/ 2nd –September 5, 2023
Overlay(s): O-11 Historical District Overlay
No. of Mail-outs: 11

Geo ID: 02-9650-0660-0030-00
Case No.: 235-2023-018-S
Proposed Use: Used Car Lot
Proposed Zoning: Traditional Neighborhood-Corridor w/ SUP
P&Z Date: August 3, 2023
Electoral District: 1
Annexation Year: Pre - 1930
Opposition: No Verbal or Written Opposition

PROPERTY DETAILS

Legal Description: Lot 3, Block 66, Enrique Subdivision, Cameron County, Texas, located on 1416 Filmore Street, Brownsville, Texas 78520.
Roadway Frontage: The subject property is fronting Filmore Street (I-69 Frontage Road), a highway.
Predominant Land Use: The predominant land use within the area is Commercial Business.

ABUTTING LAND USES (*SEE ATTACHED AERIAL VIEW MAP)*

North: Commercial Business
East: Single-Family Dwelling and Commercial Business
South: Single-Family Dwelling, Multi-Family Development, and Commercial Business
West: Commercial Business

EXISTING ZONING DESIGNATIONS (*SEE ATTACHED ZONING MAP)*

North: Traditional Neighborhood-Corridor (TN-C)
East: Traditional Neighborhood-Corridor (TN-C)
South: Traditional Neighborhood-Corridor (TN-C) and Traditional Neighborhood Mixed-Use (TN-MU)
West: Traditional Neighborhood-Corridor (TN-C)

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 Linkage Corridor. Land uses in the Linkage Corridor are primarily commercial to maximize the high traffic volume. 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 surrounding areas, it is the opinion of staff that the proposed zoning/use would generally not be compatible with surrounding uses and would create significant or burdensome demands on public facilities such as water, wastewater, and transportation. In general, the proposed zoning/use would not fit into the character of the neighborhood without having adverse impacts on the area.

STAFF RECOMMENDATION

Based upon the analysis presented in this report and based on observations from the Planning and Redevelopment Department, staff recommends denial of the Specific Use Permit (SUP) to allow a used car lot in Traditional Neighborhood Corridor (TN-C).

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Joel Garza, Mobility Director
Date:	Tuesday, September 5, 2023
Agenda #:	Consideration and **ACTION** to approve the Safe Streets and Roads for All (SS4A) MOU between the City of Brownsville and the RGVMPO, including a local match of $7,500, for the City's inclusion in the Regional Comprehensive Safety Action Plan. (Multimodal Transportation Department)

Summary:
The RGVMPO applied for, and ultimately received, a grant for $250,000 to develop a Regional Comprehensive Safety Action Plan. The City of Brownsville had previously written a letter of commitment to help provide a local match of $7,500 for this grant, contingent on City Commission approval of this MOU. The $7,500 was calculated due to the City of Brownsville containing 15% of the population in the RGV per the 2019 American Community Survey 5-Year Estimate, therefore necessitating the payment of 15% of the $50,000 total local match. The RGVMPO is forming a subcommittee to oversee the development of the Action Plan, in which Brownsville will be included. Furthermore, the awarding of funds for this plan made the City of Brownsville eligible for its recent application for $320,306 of Safe Streets and Roads for All (SS4A) Safety Demonstration Funds, which are intended to be used for 10,466' of delineators on high-risk bicycle lanes, 34.12 miles of green-yellow paint on moderate-risk bicycle lanes, and flashing beacons at four access points. The data from this demonstration project will help inform the development of the Action Plan.

Project Scope and Analysis:
The Action Plan will study the potential use of proven safety countermeasures in cities throughout the region and will ultimately recommend implementing specific safety-related improvements. The City of Brownsville's participation in this plan will allow the RGVMPO and its consultant(s) to analyze potential safety benefits in Brownsville and ultimately open the door to additional funding opportunities for these improvements.

Funding:
Source: FY 2024 Mid-Year Budget Amendment

Amount: $7,500.00

Local Contribution if Applicable:

Recommendation:
Multimodal Staff recommend approval of the MOU and $7,500 local match.

Commission Pillar:
Public Safety

Attachments:
1. City of Brownsville Letter of Commitment SS4A 2022 - COB Letterhead (002)

September 14, 2022

Rio Grande Valley Metropolitan Planning Organization
617 W. University Drive
Edinburg, Tx 78539

Re: Letter of Commitment

Mr. Andrew Cannon:

This Letter of Commitment sets for the terms and understanding between the City of Brownsville and the Rio Grande Valley Metropolitan Planning Organization to define their participation in the Safe Streets for All Action Plan.

Background

The Rio Grande Valley Metropolitan Planning Organization is submitting an application for an Action Plan Grant under the Bipartisan Infrastructure Law's Safe Streets for All program. This allows the Rio Grande Valley Metropolitan Planning Organization to develop the first region wide comprehensive safety action plan with the goal to increase safety for all roadway users and to get the Rio Grande Valley one step closer to the Texas statewide vision zero goal of zero roadway fatalities by 2050.

Using innovate practices and technology, the RGVMPO plans to assemble an Infrastructure Bill Grants Subcommittee which will consist of the RGVMPO's planning partners to assist in the development of the action plan. This Subcommittee will, in conjunction with the comprehensive safety action plan, assist in the development of the Reconnecting Communities Pilot Program Business 83 Corridor plan. Both plans will go hand in hand with ensuring the safety of travelers while providing safer transportation alternatives.

Purpose and Tasks

This letter of commitment is directed to assure the participation of the City of Brownsville included as one of the Four sources of the Twenty percent (20%) local match required for the RGVMPO to submit their application. With the assistance from the City of Brownsville, the RGMPO will:

- Invite city or county staff which will comprise members of the Infrastructure Bill Grant's Subcommittee
- Develop a comprehensive safety action plan that covers the Metropolitan Area Boundary over the Cities of Brownsville, Harlingen, and the Counties of Hidalgo and Starr
- Share the completed plan with the City of Brownsville
- Utilize this comprehensive safety action plan to apply for an implementation grant in a future funding round of the IIJA or Bipartisan Infrastructure Bill.

Funding

The RGVMPO is applying for $250,000 and the application requires a Twenty percent (20%) local match. The RGVMPO divided the local match between the Cities of Brownsville, Harlingen and the Counties of Hidalgo and Starr by population. An amendment for the notice of funding opportunity made in August of 2022 requires the applicants to use 2019 American Community Survey Five-year estimates for population figures. Per this request, the RGVMPO has tallied the total of the combined population of the Cities of Brownsville, Harlingen and the Counties of Hidalgo and Starr as 1,176,555 with Hidalgo County comprising Seventy-three percent (73%) or 855,176, Starr County comprising Six percent (6%) or 62,966, the City of Brownsville comprising Fifteen percent (15%) or 186,61, and the City of Harlingen comprising Six percent (6%) with 71,801. For that reason, the City of Brownsville will commit, **contingent upon the approval from the City of Brownsville City Commission,** Fifteen percent (15%) of the Twenty percent (20%) local match, which would be $7,500; if awarded the $250,000 Action Plan Grant.

Sincerely,



Helen Ramirez, AICP
Interim City Manager
City of Brownsville, Texas

Cc: Joel Garza, Multimodal Transportation Director
Gennie Garcia, Multimodal Transportation Assistant Director

1001 E. Elizabeth St., P.O. Box 911, Brownsville, Texas 78522 Telephone: 956-548-6007 Fax: 956-546-4021
www.brownsvilletx.gov

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Stephen Eliseo Muse, Accountant III
Date:	Tuesday, September 5, 2023
Agenda #:	Consideration and **ACTION** for the award of a three-year contract with Garver, LLC and Jviation, A Woolpert Company, for Professional Architect/Engineering Consulting Services for the Brownsville South Padre Island International Airport. RFQ # PES-63-0523. (Department of Aviation)

Summary:
FAA requires Part 139 Airports such as BRO to have on-call aviation consultants for Architectural & Engineering Services to perform work through task orders as required to complete projects funded through FAA Grants.

Project Scope and Analysis:
FAA requires Part 139 Airports like BRO to have on-call aviation consultants for Architectural and Engineering Services to perform work through task orders as required to complete projects funded through FAA Grants.

The following vendors are eligible under this procurement to be awarded a Term Contract for Professional Architect/Engineering Consulting Services for the City of Brownsville on a Pre-Approved Vendor List for Brownsville South Padre Island International Airport and Miscellaneous Projects for the City of Brownsville at the stipulated prices.

•Garver
•Jviation, A Woolpert Company

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

Funding:
Source: Task Orders to be funded by Grants or Bonds. No Operating Funds

Amount: TBD

Local Contribution if Applicable:

Recommendation:
Staff recommends approval.

Commission Pillar:
Infrastructure Pillar

Attachments:
1. PES-63-0523 Procurement Analysis
2. JViation Agreement (1)
3. Garver LLC Agreement 08.09.23_Signed

PURCHASING & CONTRACT SERVICES
PROCUREMENT ANALYSIS

Date:	Wednesday, August 9, 2023
To:	Ms. Helen Ramirez, City Manager
From:	Mr. Lupe Granado III, Financial Services Director
CC:	Mr. Damian Espinoza, Procurement and Contract Manager Mr. Bryant Walker, Airport Administrator
Subject:	Agenda Item for the City Commission meeting of Tuesday, September 5, 2023 "Consideration and Action for the award of a Term Contract for Professional Architect/Engineering Consulting Services for the Brownsville South Padre Island International Airport." RFQ # PES-63-0523

At the request of Mr. Bryant Walker, Airport Administrator, the Procurement Division solicited a formal Request for Qualifications for the aforementioned project. The project milestones were accomplished as follows:

1. The legal advertisements appeared in The Brownsville Herald two times: on March 19, 2023, and March 26, 2023, and were posted on Bonfire, the city's electronic bidding platform. There was one (1) addendum issued during the process to supply additional information and clarification.

2. Sealed Bids were received for the subject project on Monday, April 10, 2023, at 2:00 P.M. A total of Seven (7) submittals were received. Submittals were acknowledged by the Procurement Services staff. **(Exhibit A)**
    - Ambiotec Civil Engineering Group
    - Centerline Engineering
    - Garver
    - Gomez Mendez Saenz, Inc.
    - Jviation, A Woolpert Company
    - PRD Land Development Services, LLC.
    - Scheibe (ShiBa) Consulting, LLC.
3. Proposals were reviewed by a committee to evaluate firms' qualifications. Evaluation committee consists of:
    - Doroteo Garcia Jr.
    - Bryant Walker
    - Joel Garza

PROCUREMENT SUMMARY: The Following vendors are eligible under this procurement to be awarded a Term Contract for Professional Architect/Engineering Consulting Services for the City of Brownsville on a Pre-Approved Vendor List for Brownsville South Padre Island International Airport and Miscellaneous Projects for the City of Brownsville at the stipulated prices.

- Garver
- Jviation, A Woolpert Company

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

PES-63-0523 - Professional Architect/Engineering Consulting Services for the Brownsville South P

Scoring Summary

Active Submissions

	Total	A - Forms	A-1 - 1295	A-2 - Disclosure of Interest	A-3 - Included in all Solicitations	A-4 - To be Notarized	A-5 - Non-Collusive Bidding	A-6 - Acknowledgement
Supplier	/ 100 pts	/ 0 pts	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
Garver	95.67	0	Pass	Pass	Pass	Pass	Pass	Pass
Jviation, A Woolpert Company	92.33	0	Pass	Pass	Pass	Pass	Pass	Pass
PRD Land Development Services, LLC	78.67	0	Pass	Pass	Pass	Pass	Pass	Pass
Ambiotec Civil Engineering Group	75	0	Pass	Pass	Pass	Pass	Pass	Pass
Scheibe Consulting, LLC	69.33	0	Pass	Pass	Pass	Pass	Pass	Pass
Gomez Mendez Saenz, Inc.	64.67	0	Pass	Pass	Pass	Pass	Pass	Pass
Centerline Engineering	47.67	0	Pass	Pass	Pass	Pass	Pass	Pass

adre Island International Airport.

A-7 - Acknowledgement	A-8 - Package acknowledgement	A-9 - CIQ	B - Evaluation Committee	B-1 - Capability to perform all or most aspects of the project and recent experience in airport projects comparable to the proposed task.	B-2 - Qualifications of the Project Team (Key Staff):	B-3 - Past and present performances and experience with similar projects.	B-4 - Demonstrated ability to meet construction schedules and project budgets.	B-5 - Fully describe the firm's ability to manage and inspect construction projects.
Pass/Fail	Pass/Fail	Pass/Fail	/ 100 pts	/ 15 pts	/ 8 pts	/ 12 pts	/ 15 pts	/ 10 pts
Pass	Pass	Pass	95.67	14.67	7.667	11.33	14.67	9.333
Pass	Pass	Pass	92.33	14.33	7.667	11.33	13	9
Pass	Pass	Pass	78.67	10.67	7.333	8.333	13.33	8.333
Pass	Pass	Pass	75	12	6	8.667	12	9
Pass	Pass	Pass	69.33	10.67	6	10	10.33	8.333
Pass	Pass	Pass	64.67	11	6	8.667	9.667	6.667
Pass	Pass	Pass	47.67	6.667	5.333	5.333	8	7

B-6 - Experience in working with State and FAA Regulations and Procedures:	B-7 - Client References	B-8 - Qualifications of the Firm: Preference shall be given to those firms with experience in airport architectural, engineering, planning and environmental analysis related to the scope of services.	B-9 - Project Understanding: Preference shall be given to those firms which have a comprehensive understanding of the project requirements and environment.	B-10 - Current workload and demonstrated ability to meet schedules and deadlines.
/ 8 pts	/ 5 pts	/ 5 pts	/ 7 pts	/ 15 pts
8	4.333	4.667	7	14
7.333	4.333	4.667	7	13.67
5.333	4	3	6.333	12
4	4	3.333	6.667	9.333
5.667	2.333	3.667	7	5.333
4.667	2.667	3	5.333	7
1.333	3.333	2.333	3.667	4.667

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INDEPENDENT CONTRACTOR AGREEMENT
FOR A TERM CONTRACT FOR ARCHITECT/ENGINEERING COSULTING SERVICES FOR THE ON A PRE-APPROVED VENDOR LIST FOR THE CITY OF BROWNSVILLE: BROWNSVILLE SOUTH PADRE ISLAND INTERNATIONAL AIRPORT
RFQ PES-63-0523

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 ("CITY") and. JViation Inc. ("CONTRACTOR").

1. **Documents**

(a) The following documents (collectively, "Contract Documents") are hereby incorporated into and made part of this Agreement.

i. Scope of Services to be performed by Contractor and fee structure (Exhibit A)

ii. Term on Contract (Exhibit B)

iii. Required Contract Provisions (Exhibit C)

iv. Certificate of Insurance (Exhibit D)

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

(a) Contractor shall perform all those services as necessary and as described in Exhibit A.

(b) Contractor will perform such services related to the Project in accordance with the standard of care ordinarily exercised by members of the same profession working under similar circumstances.

(c) By signing this Agreement, Contractor represents that it has thoroughly reviewed the Contract Documents incorporated into this Agreement by reference and that it accepts the description of the Project and the conditions under which the Project is to be performed and completed.

3. **Independent Contractor; Personnel**

(a) Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All Services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor , or any of Contractor's employees, look to City as his/her employer, or as a partner, agent or principal. Neither Contractor , nor any of Contractor's employees, shall be entitled to any benefits accorded to City's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance, as well as any and all licenses and permits usual or necessary for conducting the Services. Contractor shall be responsible for paying all applicable local, state and federal taxes.

(b) Contractor represents and warrants to City that its employees performing work hereunder will have sufficient expertise, training, licensure (if applicable) and experience to accomplish the Services.

(c) Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Contract Documents. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent. In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully

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responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions.

4. Term of Contract

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

5. Compensation.

(a) Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit A. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services pursuant and related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Service.

(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. All invoices deemed acceptable shall be paid within 45 days of delivery date or invoice date, whichever is later.

6. Insurance.

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

(b) The City of Brownsville shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

(c) The Contractor's insurance must be provided by an A.M. Best's "A-"rated or better insurance company authorized to issue insurance policies in the State of Texas, subject to approval by the City of Brownsville Department of Safety and Risk Management. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable and shall be considered breach of contract.

i. Workers' Compensation and Employers' Liability Insurance

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

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

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

ii. Commercial General Liability Insurance

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

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

This coverage must include, but not limited to:

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

iii. Professional Liability Insurance

Professional Liability Insurance in the amount $5,000,000 per claim, $5,000,000 aggregate.

iv. Automobile Liability Insurance

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

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

7. Termination.

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

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

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

(c) *Cancellation for Non-appropriated Funds.* The City reserves the right, in its best interest as determined by the City, to cancel this contract for non-appropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

(d) *Force Majeure.* The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

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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, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

8. Materiality and Waiver of Breach.

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

9. Indemnification by Consultant.

CONSULTANT AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENAL TIES, COSTS AND EXPENSES FOR ALL PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENAL TIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, ONLY TO THE EXTENT CAUSED BY CONSULTANT'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICT LIABILITY OF THE CONSULTANT, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB- SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONSULTANT IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE CONSULTANT'S LIABILITY TO INDEMNIFY THE CITY SHALL BE REDUCED PROPORTIONALLY TO THE EXTENT THAT A NEGLIGENT, UNLAWFUL OR WILLFULLY WRONG ACT OR OMISSION OF THE CONSULTANT CONTRIBUTED TO THE LOSS, COST, DAMAGE, DEATH OR INJURY. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

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.

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(c) *No Waiver of Governmental Immunity.* NOTHING IN THIS SECTION 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 written consent of the 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, with 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.

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:

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If to Contractor: JViation Inc.
900 South Broadway, Suite # 1200-S
Glendale, Colorado, 80246

If to City: City of Brownsville
1001 East Elizabeth St.
Brownsville, TX, 78520

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

(g) *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.

(h) *Unenforceability of Provisions.* If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

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

CITY OF BROWNSVILLE

Signature: _____

Print Name: _____

Title: _____

Date: _____

CONTRACTOR

Signature: DocuSigned by: Jason Virzi 88C66044F188434...

Print Name: Jason Virzi

Title: Vice President

Date: 8/9/2023

"Approved as to Form and Legality
This 9th day of August 2023
Title First Asst CA
Office of the Brownsville City Attorney"

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Exhibit A

SCOPE OF SERVICES:

The selected consultant may be requested to provide professional services on any or all of the following projects. These projects currently appear in the capital improvement program, which is updated periodically.

The agreement sought by this solicitation is for a comprehensive consulting firm in connection with engineering, planning, design and construction of airport development projects. **The successful Proposer must have extensive knowledge in FAA regulations, FAA design criteria, construction management, and pavement design. In addition, the successful Proposer must have experience with the FAA's approval process.** The following services relating to this program, may include, but are not limited to:

Additional projects not identified herein may also require services of the selected consultant.

A. Airport-wide upgrade and integration of security facilities, devices and technologies, and associated modifications to existing facilities to accommodate or enhance security, including terminal area roadway, parking and blast protection improvements,
B. Taxiway improvements;
C. Terminal, cargo and G.A. Ramp expansion and rehabilitation,
D. Drainage improvements ;
E. Terminal improvements ;
F. Extend Runway 13R-31L;
G. Access road improvements and Perimeter Fence Improvements;
H. Assist with the submission of the ACIP;
I. Update ALP;
J. Construction Management and Construction Phase Services for the terminal development project, and additional construction projects;
K. RWY Rehabilitation Projects;
L. Design and Construction of RWY Extension Projects; and
M. Independent Fee Analysis.

SECTION 3. ARCHITECT /ENGINEER SERVICES

The basic services required for any given project are expected to include any or all of the following services by project phase:

A. Preliminary Phase - activities required for defining the scope of a project and establishing preliminary requirements, which include:
   1) Conferring with the sponsor on project requirements, finances, schedules, early phases of the project, and other pertinent matters and meeting with FAA and other concerned agencies and parties on matters affecting the project.
   2) Planning, procuring, and/or preparing necessary surveys, geotechnical engineering investigations, field investigations, and architectural and engineering studies required for preliminary design considerations.
   3) Developing design schematics, sketches, environmental and aesthetic considerations, project recommendations, and preliminary layouts and cost estimates.

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B. Design Phase - all activities required to undertake and accomplish a full and complete project design, including:
   1) Conducting and attending meetings and design conferences to obtain information and to coordinate or resolve design matters.
   2) Collecting engineering data and undertaking field investigations; performing geotechnical engineering studies; and architectural, engineering, and special environmental studies.
   3) Preparing necessary engineering reports and recommendations.
   4) Preparing detailed plans, specifications, and cost estimates.
   5) Printing and providing necessary copies of engineering drawings and contract specifications.

C. Bidding/Negotiation Phase - assisting the sponsor in advertising and securing bids, negotiating for services, analyzing bid results including contractor compliance with Disadvantaged Business Enterprise goals, furnishing recommendations on the award of contracts, preparing contract documents.

D. Construction Phase - includes all basic services rendered after the award of a construction contract, including (but not limited to) the following activities:
   1) Providing consultation and advice to the sponsor during all phases of construction.
   2) Representing the sponsor at preconstruction conferences.
   3) Inspecting work in progress periodically and providing appropriate reports to the sponsor.
   4) Reviewing and approving shop and erection drawings submitted by contractors for compliance with design concept.
   5) Reviewing, analyzing, and approving laboratory and mill test reports of materials and equipment.
   6) Preparing and negotiating change orders and supplemental agreements.
   7) Observing or reviewing performance tests required by specifications.
   8) Determining amounts owed to contractors and assisting sponsors in the preparation of payment requests for amounts reimbursable from grant projects, and in determining Disadvantaged Business Enterprise performance/goal achievement.
   9) Making final inspection and submitting a report of the completed project to the sponsor.

E. Special Services - services outside the traditional scope of professional architect / engineer consulting services which may be needed for a given project. Such services might be performed "in-house" or contracted out under a subcontract agreement. These might include, but not be limited to the following:
   1) Soils investigations, including core sampling, laboratory tests, related analyses, and reports.
   2) Detailed mill, shop, and/or laboratory inspections of materials and equipment. Review and approve construction submittals.
   3) Land surveys and topographic maps.

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4) Field and/or construction surveys.
5) Photogrammetry surveys.
6) Onsite construction inspection and/or management involving the services of a full- time resident engineer(s), inspector(s), or manager(s) during the construction or installation phase of a project. Provide consultation and advice the airport during all phases of construction
    A. Representing the airport at pre-construction conferences.
    B. Reviewing, analyzing, and approving laboratory and mill test reports of material and equipment.
    C. Preparing and negotiating change orders and supplemental agreements.
    D. Observing or reviewing performance tests required by specifications.
    E. Determining amounts owed to the contractors and assisting the airport in the preparation of payment requests for amounts reimbursable from grant projects.
    F. Make final inspection and submitting a report of the completed project to the airport. Documentation for Grant clos-out.

7) Special environmental studies and analyses.
8) Expert witness testimony in litigation involving specific projects.
9) Project feasibility studies.
10) Public information and community involvement surveys, studies, and activities.
11) Preparation of as-constructed plans.
12) Assisting the sponsor in the preparation of necessary applications for local, State, and Federal grants.
13) Preparation of or updating the airport layout plan, and ALP review of specific project consistency
14) Preparation of property maps.

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Rate Table

Title	2023 Standard / Lump Sum Rate	2023 Blended CPFF Rate
Market Director	$ 325.00	$ 100.00
Sales Director	$ 325.00	$ 100.00
Practice Operations Leader	$ 305.00	$ 100.00
Practice Ldr I	$ 305.00	$ 100.00
Prgrm Dir II	$ 300.00	$ 100.00
Prgrm Dir I	$ 260.00	$ 76.00
Consultant II	$ 300.00	$ 100.00
Consultant I	$ 275.00	$ 81.00
Planner Project Mgr IV	$ 280.00	$ 82.00
Planner III	$ 240.00	$ 71.00
Planner II	$ 190.00	$ 56.00
Planner I	$ 155.00	$ 46.00
Engineer Project Mgr IV	$ 275.00	$ 81.00
Engineer Project Mgr III	$ 230.00	$ 68.00
Engineer Project Mgr II	$ 180.00	$ 53.00
Engineer Project Mgr I	$ 170.00	$ 50.00
Engineer III	$ 255.00	$ 75.00
Engineer II	$ 180.00	$ 53.00
Engineer I	$ 160.00	$ 47.00
Eng Designer III	$ 215.00	$ 63.00
Eng Designer II	$ 175.00	$ 51.00
Eng Designer I	$ 145.00	$ 43.00
Engineer in Training II	$ 160.00	$ 47.00
Engineer in Training I	$ 145.00	$ 43.00
Engineering Techn III	$ 145.00	$ 43.00
Engineering Techn II	$ 130.00	$ 38.00
Engineering Techn I	$ 110.00	$ 32.00
Construction Manager IV	$ 230.00	$ 68.00
Construction Manager III	$ 200.00	$ 59.00
Construction Manager II	$ 170.00	$ 50.00
Construction Manager I	$ 145.00	$ 43.00
Arch Project Mgr IV	$ 285.00	$ 84.00
Arch Project Mgr III	$ 230.00	$ 68.00
Arch Project Mgr II	$ 210.00	$ 62.00
Arch Project Mgr I	$ 200.00	$ 59.00
Architect II	$ 200.00	$ 59.00
Architectural Designer II	$ 180.00	$ 53.00
Architectural Designer I	$ 140.00	$ 41.00
Geospatial Project Mgr IV	$ 275.00	$ 81.00
Geospatial Project Mgr III	$ 230.00	$ 68.00
Geospatial Project Mgr II	$ 195.00	$ 57.00
Geospatial Project Mgr I	$ 165.00	$ 49.00
Geospatial Phase Mgr III	$ 155.00	$ 46.00
Geospatial Phase Mgr II	$ 140.00	$ 41.00
Geospatial Phase Mgr I	$ 130.00	$ 38.00
Geospatial Specialist III	$ 140.00	$ 42.00
Geospatial Specialist II	$ 130.00	$ 38.00
Geospatial Specialist I	$ 110.00	$ 32.00
Geospatial Team Leader I	$ 140.00	$ 42.00
Geospatial Technician IV	$ 135.00	$ 40.00
Geospatial Technician III	$ 105.00	$ 32.00
Geospatial Technician II	$ 100.00	$ 30.00
Geospatial Technician I	$ 95.00	$ 28.00

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Rate Table		
Title	2023 Standard / Lump Sum Rate	2023 Blended CPFF Rate
Surveyor III (Crew Chief)	$ 180.00	$ 53.00
Surveyor II (Crew Chief)	$ 150.00	$ 44.00
Surveyor I (Crew Chief)	$ 125.00	$ 37.00
Survey Field Tech III	$ 120.00	$ 35.00
Survey Field Tech II	$ 110.00	$ 32.00
Survey Field Tech I	$ 90.00	$ 26.00
Survey Office Tech IV	$ 115.00	$ 34.00
Survey Office Tech III	$ 100.00	$ 30.00
Survey Office Tech II	$ 85.00	$ 25.00
Survey Office Tech I	$ 80.00	$ 24.00
Quality Control Manager	$ 255.00	$ 75.00
Grants Administrator I	$ 125.00	$ 37.00
Sales Coordinator	$ 295.00	$ 87.00
Technical Writer I	$ 125.00	$ 37.00
Graphic Artist I	$ 125.00	$ 37.00
Project Coordinator TL	$ 135.00	$ 40.00
Project Coordinator II	$ 135.00	$ 40.00
Project Coordinator I	$ 115.00	$ 34.00
Billing Analyst Team Lead II	$ 155.00	$ 46.00
Project Billing Analyst II	$ 105.00	$ 31.00
Project Billing Analyst I	$ 105.00	$ 31.00
Intern	$ 90.00	$ 26.00

Expenses		
Lodging	$	115.00 plus tax
Per Diem	$	59.00
Vehicle	$	85.00
Mileage	$	0.655

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Exhibit B

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

End of Exhibit B

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Compliance Requirements

FAA Advisory Circular No. 150/5100-14E Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects dated September 25, 2015. Applicable Federal provisions include, but may not be limited to:

- AC 150/5100-14E - Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects (faa.gov)
- Title VI of the Civil Rights Act of 1964; https://www.justice.gov/crt/fcs/TitleVI-Overview
- Section 520 of the Airport and Airway Improvement Act of 1982;
- eCFR :: 48 CFR Part 31 -- Contract Cost Principles and Procedures (FAR Part 31)
- eCFR :: 49 CFR Part 10 -- Maintenance of and Access to Records Pertaining to Individuals
- eCFR :: 49 CFR Part 20 -- New Restrictions on Lobbying
- eCFR :: 49 CFR Part 26 -- Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs
- 49 CFR 29 - GOVERNMENTWIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT) - Content Details - CFR-2006-title49-vol1-part29 (govinfo.gov); and
- 49 CFR Part 30 – Federal Trade Restriction Clause.

End of Exhibit C

Exhibit D

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY): 04/27/2023

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

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

Holder Identifier :

PRODUCER
Aon Risk Services Northeast, Inc.
New York NY Office
One Liberty Plaza
165 Broadway, Suite 3201
New York NY 10006 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	The Travelers Indemnity Co of America	25666
INSURER B:	The Charter Oak Fire Insurance Company	25615
INSURER C:	The Phoenix Insurance Company	25623
INSURER D:	Endurance American Specialty Ins Co.	41718
INSURER E:	Underwriters At Lloyds London	15792
INSURER F:		

INSURED
Jviation, a Woolpert Company
720 South Colorado Blvd, Suite 1200-S
Glendale CO 80246 USA

COVERAGES **CERTIFICATE NUMBER:** 570099221474 **REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / X LOC OTHER:			P6300R561380TIA23	03/01/2023	03/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $15,000 $1,000,000 $2,000,000 $2,000,000
C	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			810-2W206561-23-43-G	03/01/2023	03/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION						EACH OCCURRENCE AGGREGATE	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N: N	N/A	UB4W7689952343E	03/01/2023	03/01/2024	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
E	E&O - Professional Liability Primary			PSDEF2301124 Clms Md - Prof/Pollution SIR applies per policy terms & conditions	03/01/2023	03/01/2024	Per Claim/Aggregate SIR	$5,000,000 $750,000

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

RE: The Brownsville South Padre Island International Airport. City of Brownsville and the Brownsville South Padre Island International Airport are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. Should General Liability and Automobile Liability policies be cancelled before the expiration date thereof, the policy provisions of each policy will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy.

Certificate No : 570099221474

CERTIFICATE HOLDER

City of Brownsville
1001 E. Elizabeth Street, 1st Floor
Suite 101
Brownsville TX 78521 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

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End of Exhibit D

INDEPENDENT CONTRACTOR AGREEMENT
FOR A TERM CONTRACT FOR ARCIDTECT/ENGINEERING CONSULTING SERVICES FOR THE ON A PRE-APPROVED VENDOR LIST FOR THE CITY OF BROWNSVILLE: BROWNSVILLE SOUTH PADRE ISLAND INTERNATIONAL AIRPORT
RFQ PES-63-0523

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 ("CITY") and. Garver, LLC., ("CONTRACTOR").

1. **Documents**

(a) The following documents (collectively, "Contract Documents") are hereby incorporated into and made part of this Agreement.

i. Scope of Services to be performed by Contractor and fee structure (Exhibit A)

ii. Term on Contract (Exhibit B)

iii. Required Contract Provisions (Exhibit C)

iv. Certificate of Insurance (Exhibit D)

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

(a) Contractor shall perform all those services as necessary and as described in Exhibit A.

(b) Contractor will perform such services related to the Project in a professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and in accordance with the schedule, if any, set forth in the Contract Documents.

(c) By signing this Agreement, Contractor represents that it has thoroughly reviewed the Contract Documents incorporated into this Agreement by reference and that it accepts the description of the Project and the conditions under which the Project is to be performed and completed. Notwithstanding the foregoing, in no event is Contractor responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical conditions, potholing, construction, or other contractors or subcontractors not employed by Contractor, and nothing in this Agreement shall be construed or interpreted as requiring Contractor to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any hazardous materials.

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 or authorized subcontractors. 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 related to its independent contractor status as described in this Section.

(b) Contractor represents and warrants to City that its employees performing work hereunder will have sufficient training, licensure (if applicable) and experience to accomplish the Services.

(c) Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Contract Documents. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without

City's written consent. In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non- performance and all of Contractor's subcontractors' acts and omissions.

4. Term of Contract

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

5. Compensation.

(a) Contractor agrees to provide the services as specified in the Contract Documents at the cost specified in Exhibit A. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services pursuant and related to this Agreement except as otherwise stated herein. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all services required by or which can be reasonably inferred from the Scope of Service.

(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. 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. All invoices deemed acceptable shall be paid within 30 days of delivery date or invoice date, whichever is later.

6. Insurance.

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

(b) The City of Brownsville shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by electronic mail, addressed to the Procurement Services Division.

(c) The Contractor's insurance must be provided by an AM. 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.

1. Workers' Compensation and Employers'' Liability Insurance

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

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

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

ii. Commercial General Liability Insurance

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

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

This coverage must include, but not limited to:

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

iii. Professional Liability Insurance

Professional Liability Insurance in the amount of$2,000,000.00 per claim. This coverage will be adjusted, via an amendment executed by both parties, to reflect the scope of work for each project.

iv. Automobile Liability Insurance

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

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

7. **Termination.**

(a) *Termination for Cause.* The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety.

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

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

(c) *Cancellation for Non-appropriated Funds.* The City reserves the right, in its best interest as determined by the City, to cancel this contract for non-appropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

(d) *Force Majeure.* The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

i. The 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, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

8. **Materiality and Waiver of Breach.**

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

9. **Indemnification by Contractor.**

CONTRACTOR AGREES TO INDEMINIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL THIRD-PARTY CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR ALL TANGIBLE PROPERTY DAMAGE OR BODILY

HARM (INCLUDING DEATH) FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, ONLY TO THE EXTENT CAUSED BY OR RESULTING FROM ANY NEGLIGENT OR INTENTIONAL ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB- SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE CONTRACTOR'S LIABILITY TO INDEMINIFY THE CITY SHALL BE REDUCED PROPORTIONALLY TO THE EXTENT THAT A NEGLIGENT OR INTENTIONALLY WRONG ACT OR OMISSION OF THE CONTRACTORCONTRIBUTED TO THE LOSS, COST, DAMAGE, DEATH OR INJURY. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

CONTRACTOR SHALL REIMBURSE CTIY'SDEFENSE COSTS TO THE EXTENT SUCH CLAIM IS CAUSED BY CONTRACTOR.

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 SECTION 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 written consent of the 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, with 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. The prevailing party shall be entitled to recover its attorneys' fees, costs, and expenses.

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: Garver, LLC.
1906 East Tyler Ave. Suite G
Harlingen, Texas 78550

If to City: City of Brownsville
1001 East Elizabeth St.
Brownsville, TX, 78520

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

(g) *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.

(h) *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.

(i) *Risk Allocation.* **NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY AND TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, NEITHER PARTY (INCLUDING ITS SUBCONSULTANTS, AGENTS, ASSIGNEES, AFFILIATES AND VENDORS) SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES OF ANY KIND REGARDLESS OF THE CAUSE OR ACTION (INCLUDING NEGLIGENCE OF ANY KIND OR CHARACTER INCLUDING GROSS NEGLIGENCE); AND CITY HEREBY AGREES THAT CONTRACTOR'S AND ITS PERSONNEL'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT OF CONTRACTOR'S COLLECTABLE INSURANCE PROCEEDS UP TO THE LIMITS EXPRESSLY SET FORTH IN SECTION 6.**

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

CITY OF BROWNSVILLE	CONTRACTOR
Signature: _____	Signature: Frank McIllwain
Print Name: _____	Print Name: Frank McIllwain
Title: _____	Title: Director of Aviation
Date: _____	Date: August 10, 2023

"Approved as to Form and Legality
This 9th day of August 2023
Title First Asst CA
Office of the Brownsville City Attorney"

SCOPE OF SERVICES:

The selected consultant may be requested to provide professional services on any or all of the following projects. These projects currently appear in the capital improvement program, which is updated periodically.

The agreement sought by this solicitation is for a comprehensive consulting firm in connection with engineering, planning, design and construction of airport development projects. **The successful Proposer must have extensive knowledge in FAA regulations, FAA design criteria, construction management, and pavement design. In addition, the successful Proposer must have experience with the FAA's approval process.** The following services relating to this program, may include, but are not limited to:

Additional projects not identified herein may also require services of the selected consultant.

A. Airport-wide upgrade and integration of security facilities, devices and technologies, and associated modifications to existing facilities to accommodate or enhance security, including terminal area roadway, parking and blast protection improvements,
B. Taxiway improvements;
C. Terminal, cargo and G.A. Ramp expansion and rehabilitation,
D. Drainage improvements;
E. Terminal improvements;
F. Extend Runway 13R-31L;
G. Access road improvements and Perimeter Fence Improvements;
H. Assist with the submission of the ACIP;
I. Update ALP;
J. Construction Management and Construction Phase Services for the terminal development project, and additional construction projects;
K. RWY Rehabilitation Projects;
L. Design and Construction of RWY Extension Projects; and
M. Independent Fee Analysis.

SECTION 3. ARCHITECT /ENGINEER SERVICES

The basic services required for any given project are expected to include any or all of the following services by project phase:

A. Preliminary Phase - activities required for defining the scope of a project and establishing preliminary requirements, which include:
   1) Conferring with the sponsor on project requirements, finances, schedules, early phases of the project, and other pertinent matters and meeting with FAA and other concerned agencies and parties on matters affecting the project.
   2) Planning, procuring, and/or preparing necessary surveys, geotechnical engineering investigations, field investigations, and architectural and engineering studies required for preliminary design considerations.
   3) Developing design schematics, sketches, environmental and aesthetic considerations, project recommendations, and preliminary layouts and cost estimates.

B. Design Phase - all activities required to undertake and accomplish a full and complete project design, including:

1) Conducting and attending meetings and design conferences to obtain information and to coordinate or resolve design matters.
2) Collecting engineering data and undertaking field investigations; performing geotechnical engineering studies; and architectural, engineering, and special environmental studies.
3) Preparing necessary engineering reports and recommendations.
4) Preparing detailed plans, specifications, and cost estimates.
5) Printing and providing necessary copies of engineering drawings and contract specifications.

C. Bidding/Negotiation Phase - assisting the sponsor in advertising and securing bids, negotiating for services, analyzing bid results including contractor compliance with Disadvantaged Business Enterprise goals, furnishing recommendations on the award of contracts, preparing contract documents.

D. Construction Phase - includes all basic services rendered after the award of a construction contract, including (but not limited to) the following activities:

1) Providing consultation and advice to the sponsor during all phases of construction.
2) Representing the sponsor at preconstruction conferences.
3) Inspecting work in progress periodically and providing appropriate reports to the sponsor.
4) Reviewing and approving shop and erection drawings submitted by contractors for compliance with design concept.
5) Reviewing, analyzing, and approving laboratory and mill test reports of materials and equipment.
6) Preparing and negotiating change orders and supplemental agreements.
7) Observing or reviewing performance tests required by specifications.
8) Determining amounts owed to contractors and assisting sponsors in the preparation of payment requests for amounts reimbursable from grant projects, and in determining Disadvantaged Business Enterprise performance/goal achievement.
9) Making final inspection and submitting a report of the completed project to the sponsor.

E. Special Services - services outside the traditional scope of professional architect/ engineer consulting services which may be needed for a given project. Such services might be performed "in-house" or contracted out under a subcontract agreement. These might include, but not be limited to the following:

1) Soils investigations, including core sampling, laboratory tests, related analyses, and reports.
2) Detailed mill, shop, and/or laboratory inspections of materials and equipment. Review and approve construction submittals.
3) Land surveys and topographic maps.

4) Field and/or construction surveys.
5) Photogrammetry surveys.
6) Onsite construction inspection and/or management involving the services of a full- time resident engineer(s), inspector(s), or manager(s) during the construction or installation phase of a project. Provide consultation and advice the airport during all phases of construction
    A. Representing the airport at pre-construction conferences.
    B. Reviewing, analyzing, and approving laboratory and mill test reports of material and equipment.
    C. Preparing and negotiating change orders and supplemental agreements.
    D. Observing or reviewing performance tests required by specifications.
    E. Determining amounts owed to the contractors and assisting the airport in the preparation of payment requests for amounts reimbursable from grant projects.
    F. Make final inspection and submitting a report of the completed project to the airport. Documentation for Grant clos-out.

7) Special environmental studies and analyses.
8) Expert witness testimony in litigation involving specific projects.
9) Project feasibility studies.
10) Public information and community involvement surveys, studies, and activities.
11) Preparation of as-constructed plans.
12) Assisting the sponsor in the preparation of necessary applications for local, State, and Federal grants.
13) Preparation of or updating the airport layout plan, and ALP review of specific project consistency
14) Preparation of property maps.



Exhibit B
Brownsville South Padre Island International Airport
Rate Schedule
Garver Hourly Rate Schedule May 2023

Classification	Rates
Engineers / Architects	
E-1	$ 161.00
E-2	$ 189.00
E-3	$ 225.00
E-4	$ 265.00
E-5	$ 322.00
E-6	$ 397.00
E-7	$ 444.00
Planners	
P-1	$ 194.00
P-2	$ 230.00
P-3	$ 261.00
Designers	
0-1	$ 145.00
D-2	$ 164.00
D-3	$ 194.00
D-4	$ 227.00
Technicians	
T-1	$ 126.00
T-2	$ 170.00
T-3	$ 184.00
Surveyors	
S-1	$ 78.00
S-2	$ 93.00
S-3	$ 128.00
S-4	$ 175.00
S-5	$ 230.00
S-6	$ 268.00
2-Man Crew (Survey)	$ 291.00
3-Man Crew (Survey)	$ 351.00
2-Man Crew (GPS Survey)	$ 344.00
3-Man Crew (GPS Survey)	$ 403.00
Construction Observation	
C-1	$ 137.00
C-2	$ 174.00
C-3	$ 207.00
C-4	$ 268.00

Classification	Rates
Resource Specialists	
RS-1	$ 96.00
RS-2	$ 133.00
RS-3	$ 188.00
RS-4	$ 246.00
RS-5	$ 308.00
RS-6	$ 379.00
RS-7	$ 431.00
Environmental Specialists	
ES-1	$ 96.00
ES-2	$ 127.00
ES-3	$ 154.00
ES-4	$ 191.00
ES-5	$ 240.00
ES-6	$ 293.00
ES-7	$ 376.00
ES-8	$ 425.00
Project Controls	
PC-1	$ 99.00
PC-2	$ 136.00
PC-3	$ 173.00
PC-4	$ 222.00
PC-5	$ 271.00
PC-6	$ 333.00
PC-7	$ 428.00
Administration / Management	
AM-1	$ 94.00
AM-2	$ 120.00
AM-3	$ 189.00
AM-4	$ 225.00
AM-5	$ 236.00
AM-6	$ 280.00
AM-7	$ 301.00
M-1	$ 444.00

Exhibit B

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

End of Exhibit B

Compliance Requirements

FAA Advisory Circular No. 150/5100-14E Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects dated September 25, 2015. Applicable Federal provisions include, but may not be limited to:

- AC 150/5100-14E -Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects (faa.gov)
- Title VI of the Civil Rights Act of 1964; https://www.justice.gov/crt/fcs/TitleVI-Overview
- Section 520 of the Airport and Airway Improvement Act of 1982;
- eCFR :: 48 CFR Part 31 -- Contract Cost Principles and Procedures (FAR Part *m*
- eCFR :: 49 CFR Part 10 -- Maintenance of and Access to Records Pertaining to Individuals
- eCFR :: 49 CFR Part 20 -- New Restrictions on Lobbying
- eCFR :: 49 CFR Part 26 -- Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs
- 49 CFR 29 - GOVERNMENTWIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT) - Content Details - CFR-2006-title49-vol1-part29 (govinfo.gov); and
- 49 CFR Part 30 - Federal Trade Restriction Clause.

End of Exhibit C

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
617/2023

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

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

PRODUCER Stephens Insurance, LLC 111 Center Street, Suite 100 Little Rock, AR 72201 www.stephensinsurance.com	CONTACT NAME: PHONE (A/C No Ext): 1-800-643-9691 FAX (A/C No): 501-377-2317 E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: Charter Oak Fire Insurance Company (A++XV)	25615
INSURERS: Travelers Property Casualty Co of America (A++XV)	25674
INSURERC: Travelers Indemnity Co of America (A++XV)	25666
INSURERD: Starr Surplus Lines Insurance Company (A XV)	13604
INSURER E: Tokio Marine Specialty Insurance Company (A++XV)	23850
INSURER F: Underwriter at Lloyd's (NAIC# M-1122000	<<

INSURED
Garver LLC
4701 Northshore Drive
North Little Rock AR 72118

COVERAGES **CERTIFICATE NUMBER:** 74747259 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIALGENERAL LIABILITY CLAIMS-MADE [2] OCCUR GEN'L AGGREGATE LIMIT A P P L I E S PER: POLICY [Z] PJERCOT- LOG OTHER: -0- Deductible			P-630-1G052988-COF-22	7/1/2022	7/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$2,000,000 $300,000 $10,000 $1,000,000 $4,000,000 $4,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			810-1N886537-22-43-G	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) .BODILY INJURY (Per accident) ROPERTY DAMAGE Per accident) 	$1,000,000 $ $ $ $
B	UMBRELLA LIAS EXCESS LIAS OCCUR CLAIMS-MADE DED RETENTION s10000			CUP-6J09853A-22-43	7/1/2022	7/1/2023	EACH OCCURRENCE AGGREGATE 	$10,000,000 s 10,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH) 0 Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-7K425966-22-43-G	7/1/2022	7/1/2023	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE- POLICY LIMIT	 $1,000,000 $1 000 000 $1,000,000
D	Professional Liability- Claims Made Including Pollution Liability			1000634123221 Full Prior Acts applies.	7/1/2022	7/1/2023	Each Claim Aggregate	$5,000,000 $5,000,000
E	Contractor's Pollution Liability			PPK2427376	7/1/2022	7/1/2023	Occurrence & Aggregate	$2,000,000
F	Maritime Employer's Liability			PSR083616	7/1/2022	7/1/2023	Combined Single Limit	$1,000,000

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

See Attached
RE: APES-63-0523 / Garver Project: 23A12901

End of Exhibit D

CERTIFICATE HOLDER

APES-63-0523 / Garver Project: 23A12901

C of Brownsville
0 ice of Procurement Services
City Hall
10 1 E. Elizabeth St, 1st Fl, Ste 101
Brownsville TX 78520

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

/4

Ted Grace

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To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Roberto Montalvo, Assistant Director Internal Services
Date:	Tuesday, September 5, 2023
Agenda #:	Consideration and **ACTION** to approve the second one-year extension of term contract FMS-59-0919 with Model Laundry, LLC for floormats and dustmop services city-wide. (Internal Services Department)

Summary:
The original contract for floormats and dustmop services was awarded to Model Laundry, LLC on October 1, 2019 and ended on September 30, 2022. The contract allowed for two (2) additional one (1) year extensions for a total of five (5) years ending on September 30, 2024. The first one (1) year extension was requested and approved last year, in which it is due to expire on September 30, 2023. If approved, the new term contract for the second one (1) year extension is being requested and will run from October 1, 2023 to September 30, 2024.

Project Scope and Analysis:
Model Laundry, LLC. has provided the floormats and dustmop services city-wide since October 2019. Model Laundry has done an excellent job in providing their services and we recommend extending their contract for the second additional year.

Funding:

Source: 701-850-707

Amount: n/a

Local Contribution if Applicable: n/a

Recommendation:
The Internal Services Department recommends approval of renewing the term contract FMS-59-0919 with Model Laundry, LLC. for floormats and dustmop services city-wide. The contract will run from October 1, 2023 to September 30, 2024. All costs, terms and conditions of the agreement between City and Contractor shall remain firm from the initial contract period.

Commission Pillar:

Infrastructure Pillar

Attachments:

1. COB renewal for floormat Dust mop services 8 10 23

City of Brownsville
Purchasing & Contract Services Department

Last Renewal to Contract for the Term Contract for Floormat and Dust Mop Services FMS-59-0919

This **LAST Renewal** ("Amendment") to the Contract for the Term Contract for Floormat and Dust Mop Services **FMS-59-0919** ("Agreement") by and between The City of Brownsville ("City"), a Texas municipal corporation, and Model Laundry, LLC., ("Consultant"), is entered into after approval by City Commission and/or City Manager, and as to the last party to sign the Amendment as dated below (the "Effective Date"). City and Consultant are collectively referred to as the "Parties".

WHEREAS, the City and Consultant now desire to Renew the Agreement as stated herein.

The Last renewal of the contract will be from October 01, 2023, through September 30, 2024.

- Initial contract term was from October 01, 2019, through September 30, 2022.
- First Renewal term was from October 01, 2022, through September 30, 2023.

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

These services shall be in accordance with the Agreement. Either Party May terminate this Agreement with not less than 30 days written notice.

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

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

Model Laundry LLC. City of Brownsville, Texas

By: William Portegal

Date: 8/10/23

By: _____
Mayor, City of Brownsville

Date: _____

"Approved as to Form and Legality
This 9th day of August 2023
Title First Asst CA
Office of the Brownsville City Attorney"

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Felix Sauceda, Jr., Police Chief
Date:	Tuesday, September 5, 2023
Agenda #:	Consideration and **ACTION** on **Resolution Number 2023-112** in supporting the submission of the FY 2024 Operation Lone Star Grant Program Application #4915801 through the Office of the Governor, Public Safety Office and accept the terms and conditions of said grant for the City of Brownsville Police Department, as budgeted. (Brownsville Police Department)

Summary:
Through the Office of the Governor, in cooperation with the Public Safety Office, the City of Brownsville will be applying for personnel cost (overtime and fringe benefits) reimbursement at 100% and equipment for the Brownsville Police Department and safety vests and PPE equipment for the Brownsville Fire Department. This grant does not require a matching amount. This grant begins on September 1, 2023 and ends August 31, 2024.

A resolution from the City Commission is a requirement for this grant.

Project Scope and Analysis:
The Office of the Governor, Public Safety Office, provides grant funding for the FY 2024 Operation Lone Star Grant Program that supports Operation Lone Star during fiscal years 2023 and 2024. Operation Lone Star will enhance interagency border security operations by supporting and facilitating directed actions to deter and interdict criminal activity. The program participants shall assist in the execution of coordinated border security operations.

Funding:

Source: N/A

Amount: 0

Local Contribution if Applicable: No Local Match

Recommendation:
Staff recommended approval

Commission Pillar:
Public Safety

Attachments:
1. Resolution Number 2023-112

RESOLUTION NUMBER 2023-112

A RESOLUTION OF THE CITY OF BROWNSVILLE SUPPORTING THE SUBMISSION OF AN APPLICATION FOR THE FY 2024 OPERATION LONE STAR GRANT PROGRAM, THROUGH THE OFFICE OF THE GOVERNOR

WHEREAS, the City of Brownsville finds it in the best interest of the citizens of Brownsville, Texas, that the FY 2024 Operation Lone Star Grant Program be operated for fiscal years 2023 and 2024; and

WHEREAS, the City of Brownsville agrees to provide applicable matching funds for the said project as required by the Office of the Governor grant application; and

WHEREAS, the City of Brownsville agrees that in the event of loss or misuse of the Office of the Governor funds, the City of Brownsville assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, the City of Brownsville designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the City of Brownsville approves submission of the grant application for the FY 2024 Operation Lone Star to the Office of the Governor.

Passed and approved this 5th day of September 2023.

Grant Number: 4915801

_____

John Cowen, Jr., Mayor

Attest:

_____

Yolanda Galarza, City Secretary

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Felix Sauceda, Jr., Police Chief
Date:	Tuesday, September 5, 2023
Agenda #:	Consideration and **ACTION** to execute an Interlocal Agreement between the City of Brownsville and Cameron County regarding the Fiscal Year 2023 Edward Byrne Memorial Justice Assistance Grant Program Application #GRANT13939013 in the amount of $79,621.00, as budgeted. (Brownsville Police Department)

Summary:
The City of Brownsville, acting as the grant's fiscal agent, is applying for the FY 2023 Edward Byrne Memorial Justice Assistance Grant Program Application #GRANT13939013 in the amount of $79,621.00. This grant will allow the City of Brownsville and Cameron County to purchase equipment items.

Project Scope and Analysis:
Interlocal agreement is a requirement for this grant.

Funding:

Source: N/A

Amount: 0

Local Contribution if Applicable: No local match

Recommendation:
Staff Recommended Approval

Commission Pillar:
Public Safety

Attachments:
1. MOU - FY 2023 JAG

JUSTGRANTS APPLICATION ID: GRANT13939013

THE STATE OF TEXAS
CITY OF BROWNSVILLE

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF BROWNSVILLE, TEXAS, THE COUNTY OF CAMERON, TEXAS AND THE CITY OF HARLINGEN FOR THE FY 2023 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM LOCAL SOLICITATION

This agreement is made and entered on or about the 13th day of July 2023, by and between the CITY OF BROWNSVILLE, TEXAS acting by and through its governing body, the City Commissioners, hereinafter referred to as CITY, and COUNTY OF CAMERON, TEXAS acting by and through its governing body, the COUNTY Commissioners Court, all of Cameron County, State of Texas, witnesseth:

WHEREAS, this Agreement is made under the authority of Sections V.T.C.A., 791 Government Code; and

WHEREAS, the CITY and COUNTY have agreed to divide a 2023 JAG award in the amount of $79,621.00 for the performance of the governmental functions described hereunder. Funds shall be distributed as follows: CITY shall receive $61,820.00 and COUNTY $17,801.00.

WHEREAS, each governing body finds that the performance of this Agreement is in the best interest of all parties, that the undertaking will benefit the public, and that the division of grant funds fairly compensates the performing party for said functions under this Agreement;

NOW THEREFORE, the CITY and COUNTY agree as follows:

SECTION 1. CITY and COUNTY agree that CITY will be the fiscal agent, apply for the FY 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Local Solicitation and be responsible for all financial and programmatic requirements.

SECTION 2. COUNTY agrees to submit quarterly expenditures and supporting documentations to CITY for reimbursement. Reimbursements are subject to on a request for reimbursement basis.

SECTION 3. COUNTY agrees to submit quarterly progress and performance data to CITY due ten days after the quarter ends.

SECTION 4. COUNTY is required to maintenance and provide an inventory list of all items purchased under this grant and update as necessary to CITY, as part of grant requirement.

SECTION 5. Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Texas Tort Claims Act.

SECTION 6. Nothing in the performance of this Agreement shall impose any liability for claims against the COUNTY other than claims for which liability may be imposed by the Texas Tort Claims Act.

SECTION 7. Each party to this Agreement will be responsible for its own actions in the performance of their governmental functions under this Agreement and shall not be liable for any civil liability that may arise from the performance of said functions by the other party.

SECTION 8. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

SECTION 9. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

JUSTGRANTS APPLICATION ID: GRANT13939013

APPROVED BY THE CITY OF BROWNSVILLE, TEXAS AND THE COUNTY OF CAMERON, TEXAS.

CITY OF BROWNSVILLE, TEXAS

By: _____
John Cowen, Jr.
Mayor

Date: _____

ATTEST:

By: _____
Yolanda Galarza-Gomez
City Secretary

Date: _____

COUNTY OF CAMERON, TEXAS

By: _____
Eddie Trevino,
County Judge

Date: _____

By: _____
Sylvia Garza-Perez
County Clerk

Date: _____

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Juan Pablo Villarreal, Director of Internal Services
Date:	Tuesday, September 5, 2023
Agenda #:	Consideration and **ACTION** to approve the cooperative purchase of an Articulated Dump Truck from Doggett Heavy Machinery Services, LLC, in the amount of $421,517.00, as part of the Fiscal Year 2023 Heavy Equipment Replacement Plan, as budgeted. (Internal Services Department).

Summary:
Staff from both Internal Services and Engineering and Public Works (EPW) have been working throughout the year to ensure that the department has the heavy equipment needed to continue providing the necessary services throughout the City. As part of the 2023 Mid-Year Budget Amendment request, the EPW department requested the purchase of an Articulated Dump Truck for use at the City Landfill. This dump truck will be purchased through competitive pricing from Doggett Heavy Machinery Services, LLC., through the Sourcewell purchasing cooperative contract #011723-JDC.

Project Scope and Analysis:
The Articulated Dump Truck, purchased through Doggett Heavy Machinery Servcices, LLC a purchasing cooperative vendor, will be used at City Landfill. The purchase price for this heavy equipment is $421,517.00 and is funded through the FY23 Mid-Year Budget Amendment.

Funding:

Source: 66-415-943 - Mid-Yr Budget Amendment

Amount: $421,517.00

Local Contribution if Applicable: n/a

Recommendation:

Internal Services recommends the purchase of the Articulated Dump Truck for the Engineering and Public Works department as budgeted in the amount of $421,517.00. The procurement of this equipment reflects cooperative contract pricing.

Commission Pillar:
Infrastructure Pillar

Attachments:
1. Procurement Analysis - Doggett Heavy Machinery
2. City of Browns 260P Purchasing agreement 08-28-2023

PURCHASING & CONTRACT SERVICES
PROCUREMENT ANALYSIS

Date: Monday, August 14, 2023
To: Mrs. Helen Ramirez, City Manager
From: Mr. Lupe Granado III, Financial Services Director
CC: Mr. Damian Espinoza, Procurement and Contract Manager

Subject: Agenda Item for the City Commission meeting of Tuesday, September 5, 2023 "Consideration and Action for the purchase of a 260 P Articulated Dump Truck"

At the request of Mr. Juan Pablo Villarreal, Internal Services Director, the Procurement Division requested to invoke the "Interlocal contract for cooperative purchasing" clause under Local Government Code Section §791.025 (C) **Sourcewell** #011723-JDC.

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.

PROCUREMENT SUMMARY: Doggett Heavy Machinery Services, LLC. is eligible under this procurement for the purchase of a 260 P Articulated Dump Truck in the amount of **$421,517.00** (Exhibit A)

260 P ARTICULATED DUMP TRUCK

21-Jul-2023 (expires 18-Sept-2023)

City of Brownsville
P.O. Box 911
Brownsville, Texas

Source Well Sales Quote
Attn : Adolfo Peralez

Doggett Heavy Machinery Services, LLC.

Code	Description		
9450DW	260 P ARTICULATED DUMP TRUCK 9450DW (Gen-A)	1	$590,677.00
	Option Codes		
0202	United States	1	No Added Cost
0259	English	1	No Added Cost
0351	Translated Text Labels & Decals	1	No Added Cost
0603	Level 1 Trim Includes: - Black exhaust stack - Manual adjusted rear view mirrors - Standard seat w/ 2 point lap belt - Radio - 15 amp converter - Manual temperature control in operator's station - Halogen vehicle lights	1	No Added Cost
0952	Rear Camera (Secondary Display) Rear camera with dedicated display	1	No Added Cost
1100	Less Detection System	1	No Added Cost
183E	JDLink™ Includes integrated cab wiring harness, antenna, and JDLink™ Modem (MTG). JDLink™ connectivity is enabled separately through the JDLink™ website. Connectivity service is subject to country availability.	1	No Added Cost
1880	Less Receiver	1	No Added Cost

2205	Less On Board Weighing	1	No Added Cost
4033	John Deere 9.0L FT4/SIV	1	No Added Cost
	John Deere PowerTech PSS 9.0L Meets FT4/EU Stage IV Emissions		
5141	Bridgestone - 23.5R25 E-3 Radial Tires	1	-$2,935.00
	Includes narrow fenders, steps, handrails, and mud guards		

Total	**$**	**587,742.00**
Source well Discount 31% Doggett Source Well # 011723-JDC	**-$**	**182,200.00**
Source well sale price	**$**	**405,542.00**
Factory Freight	**$**	**7,750.00**
Pre-Delivery Inspection	**$**	**4,100.00**
36 Months or 3,000 hrs of Extended Warranty	**$**	**4,125.00**
Final Sales Price	**$**	**421,517.00**

Thank you, for the opportunity to provide you a Source Well Sales Quote on a New John Deere 26 Ton Articulated Dump Truck,

Sincerely,
Territory Sales Manager
Danny Jackson
956-342-5228

If none are in stock at time of purchase. We do currently have 6 on order with the first scheduled to arrive in Mid November, the second in Mid December and the remaining 4 arriving between January and March of 2024.

Sales Quote is Valid for 60 days

Manufacturer's Suggested List Price shown. Retail prices may vary by dealer. Unless stated otherwise, taxes, freight, setup, delivery and other dealer specific charges not included in the pricing. Options/items noted with anything other than price will have additional costs. Pricing, availability, and specifications subject to change without notice. Special program pricing may be available on certain models. See dealer for details. Prices shown are in U.S. dollars and valid only in the U.S.

End of Exhibit "A"

COOPERATIVE PURCHASE AGREEMENT

This Cooperative Purchase Agreement ("Agreement") is entered into by and between Doggett Heavy Machinery Services, LLC. ("Vendor") and the City of Brownsville, ("City"), a Texas home rule municipality.

The Cooperative Purchase Agreement includes the following documents which shall be construed in the order of precedence in which they are listed:

1. This Cooperative Purchase Agreement.
2. Exhibit A – Quote
3. Exhibit B – Cooperative Agency Contract Solicitation #011723-JDC
4. Exhibit C – CIQ

Exhibits A, B, C, which are attached hereto and incorporated herein, are made a part of this Agreement for all purposes. Vendor agrees to provide City with the services and goods included in Exhibit A pursuant to the terms and conditions of this Cooperative Purchase Agreement, including all exhibits thereto.

City shall pay Vendor in accordance with the fee schedule in Exhibit A and Exhibit C and in accordance with the provisions of this Agreement. Total payment made under this Agreement for the Direct purchase by City shall be in the amount of four hundred twenty-one thousand, five hundred seventeen dollars **($421,517.00)**. Vendor shall not provide any additional items or services or bill for expenses incurred for City not specified by this Agreement unless City requests and approves in writing the additional costs for such services. City shall not be liable for any additional expenses of Vendor not specified by this Agreement unless City first approves such expenses in writing.

Vendor agrees that City shall, until the expiration of final payment under this Agreement, or the final conclusion of any audit commenced during the said three years, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records, including, but not limited to, all electronic records, of Vendor involving transactions relating to this Agreement at no additional cost to City. Vendor agrees that City shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. City shall give Vendor reasonable advance notice of intended audits.

VENDOR ACKNOWLEDGES THAT CITY IS A GOVERNMENT ENTITY AND AS SUCH CANNOT INDEMNIFY OR HOLD HARMLESS A PARTY WITHOUT FIRST CREATING A SINKING FUND OR LEVYING A TAX. VENDOR FURTHER ACKNOWLEDGES THAT THE CITY HAS NO INTENTION OF CREATING SUCH A SINKING FUND OR LEVYING A TAX. THE PARTIES AGREE THAT ANY PROVISION CONTAINED WITHIN THE CONTRACT DOCUMENTS REQUIRING THE CITY TO INDEMNIFY OR HOLD HARMLESS THE VENDOR IS HEREBY STRICKEN.

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2)

delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

To CITY:
City of Brownsville
Attn: City Manager
1001 East Elizabeth Street
Brownsville, Texas 78520

With copy to Brownsville City
Attorney's Office at same address.

To VENDOR:
Doggett Heavy Machinery Services, LLC.
Attn: Danny Jackson
Address: 901 E. Interstate 2
San Juan, Texas 78589

The undersigned represents and warrants that he or she has the power and authority to execute this Agreement and bind the respective parties.

CITY OF BROWNSVILLE:

Name:

Title:

"Approved as to Form and Legality
This 25th day of August 2023
Title First Asst CA
Office of the Brownsville City Attorney"

VENDOR: Doggett Heavy Machinery
901 East Interstate 2
San Juan, Tx. 78589

Name: Danny Jackson

Title: Territory Sales Manager

260 P ARTICULATED DUMP TRUCK

JOHN DEERE

21-Jul-2023 (expires 18-Sept-2023)

City of Brownsville
P.O. Box 911
Brownsville, Texas

Source Well Sales Quote
Attn : Adolfo Peralez

Doggett Heavy Machinery Services, LLC.

Code	Description		
9450DW	260 P ARTICULATED DUMP TRUCK 9450DW (Gen-A)	1	$590,677.00

Option Codes

0202	United States	1	No Added Cost
0259	English	1	No Added Cost
0351	Translated Text Labels & Decals	1	No Added Cost
0603	Level 1 Trim Includes: - Black exhaust stack - Manual adjusted rear view mirrors - Standard seat w/ 2 point lap belt - Radio - 15 amp converter - Manual temperature control in operator's station - Halogen vehicle lights	1	No Added Cost
0952	Rear Camera (Secondary Display) Rear camera with dedicated display	1	No Added Cost
1100	Less Detection System	1	No Added Cost
183E	JDLink™ Includes integrated cab wiring harness, antenna, and JDLink™ Modem (MTG). JDLink™ connectivity is enabled separately through the JDLink™ website. Connectivity service is subject to country availability.	1	No Added Cost
1880	Less Receiver	1	No Added Cost

2205	Less On Board Weighing	1	No Added Cost
4033	John Deere 9.0L FT4/SIV	1	No Added Cost
	John Deere PowerTech PSS 9.0L Meets FT4/EU Stage IV Emissions		
5141	Bridgestone - 23.5R25 E-3 Radial Tires	1	-$2,935.00
	Includes narrow fenders, steps, handrails, and mud guards		

Total	**$**	**587,742.00**
Source well Discount 31% Doggett Source Well # 011723-JDC	**-$**	**182,200.00**
Source well sale price	**$**	**405,542.00**
Factory Freight	**$**	**7,750.00**
Pre-Delivery Inspection	**$**	**4,100.00**
36 Months or 3,000 hrs of Extended Warranty	**$**	**4,125.00**
Final Sales Price	**$**	**421,517.00**

Thank you, for the opportunity to provide you a Source Well Sales Quote on a New John Deere 26 Ton Articulated Dump Truck,

Sincerely,
Territory Sales Manager
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Sales Quote is Valid for 60 days

Manufacturer's Suggested List Price shown. Retail prices may vary by dealer. Unless stated otherwise, taxes, freight, setup, delivery and other dealer specific charges not included in the pricing. Options/items noted with anything other than price will have additional costs. Pricing, availability, and specifications subject to change without notice. Special program pricing may be available on certain models. See dealer for details. Prices shown are in U.S. dollars and valid only in the U.S. If city provides proof of tax exemption, will not be responsible for taxes.

RMG 11-25-2023

End of Exhibit "A"

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Joel Garza, Mobility Director
Date:	Tuesday, September 5, 2023
Agenda #:	Consideration and **ACTION** to **RESCIND** an award of a contract, BSI-74-0523, with EnGo Planet in the amount of $335,703.60 for the 30 Bus Shelter Improvement Project. (Multimodal Transportation Department)

Summary:
On June 6, 2023, the City awarded the said contract to EnGo Planet but unfortunately, they were not able to meet their obligation to obtain the Payment & Performance Bond for this project. Due to this, Multimodal Transportation Department has decided to rescind the award and rebid this project as the vendor did not meet contractual requirements.

Project Scope and Analysis:
Engo Planet did not meet its obligation.

Funding:

Source: N/A

Amount: $0.00

Local Contribution if Applicable:

Recommendation:
Staff recommends rescinding the awarded contract.

Commission Pillar:
Infrastructure

Attachments:
1. Contract for Construction-labor services BSI-74-0523 Bus Shelter_4545 reviewed by Legal

CONTRACT FOR:
BSI-74-0523 Bus Shelter Improvements

A. AGREEMENT

This Agreement is made between:

the Owner:	The City of Brownsville 1001 E. Elizabeth St., P.O. Box 911 Brownsville, Texas 78520
and the Contractor:	EnGo Planet 3270 Sul Ross St. Houston, TX. 77098
for the following Project:	CONTRACT FOR **City of Brownsville Bus Shelter Improvements**

B. CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the project. The Contract Documents consist of the Contractor's Notice of Award, the Instruction to Bidders, the original Bid submittal, the Plans and Specifications, Bid Tabulation, Certificates of Insurance, Release of Liens, Bid Addenda as indicated in the Bid Proposal, this Contract, Payment and Performance Bonds and written Change Orders issued after execution of this Agreement.

The Contract Documents represent the entire and integrated contract between the City and the Contractor and supersede all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by both the City and the Contractor.

C. **INSPECTION AND ACCEPTANCE** The City's inspection and acceptance of contractual compliance will be accomplished by an engineering Inspector of the engineering Department. We reserve the right to reject unsatisfactory work within a 24-hour period. Contractors have 48 hours to correct unacceptable work. (To be corrected during regular working days, holidays or weekends.)

D. Subject to additions and deductions by Change Order, the Contract Sum is: $335,703.60

Prior to beginning work, the Contractor shall provide to the City a Schedule of Values related to the Work, which shall be used for purposes of periodic payments.

The Contract Sum shall include all materials, supplies, tools, equipment, permits, perimeter fencing, portable restrooms, construction debris container(s), supervision and labor necessary for the proper prosecution and completion of the Work.

E. **CONTRACT TIME**

The Contractor shall begin the Work within *(10) days of receipt of a written Notice to Proceed*, and shall substantially complete the Work within 120 consecutive calendar days as identified in the Bid package.

F. LIQUIDATED DAMAGES

The Contractor shall be charged a sum of $500.00 as liquidated damages for each day beyond the Completion Date that the Work is not substantially complete.

G. PAYMENT TERMS:

The City shall pay within ***thirty (30) days*** for completed work in monthly draws, less 10% retainage, upon receipt of an acceptable invoice. Invoices shall be in standard form, Application and Certificate for Payment, and shall be accompanied by signed Conditional Release of Liens forms from each applicable subcontractor and supplier.

Retainage shall be paid within in thirty (30) days of receipt of an acceptable Final Invoice. The final Application for Payment shall be accompanied by signed Final Release and Waiver of Liens forms from all subcontractors and suppliers.

H. VENUE

This contract shall be construed according to the laws of the State of Texas. The performance of this Contract shall be in Cameron County, and venue for any action will lie in Cameron County, Texas. The Contractor warrants that the completed Project shall be adequate for the purposes intended.

I. **Independent Contractor; Personnel**

(a) Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All Services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor, or any of Contractor's employees, look to City as his/her employer, or as a partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to City's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance, as well as any and all licenses and permits usual or necessary for conducting the Services. Contractor shall be responsible for paying all applicable local, state and federal taxes.

(b) Contractor represents and warrants to City that its employees performing Work hereunder will have sufficient expertise, training, licensure (if applicable) and experience to accomplish the Services.

(c) Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Contract Documents. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent. In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions.

J. INSURANCE

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

(b) The City of Brownsville shall be given notice ten (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 Purchasing & Contract Services Department located at City Hall, 1001 E. Elizabeth St. 1st Floor Suite 101.

(c) The Contractor's insurance must be provided by an A.M. Best's "A-"rated or better insurance company authorized to issue insurance policies in the State of Texas, subject to approval by the City of Brownsville Department of Safety and Risk Management. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

i. Workers' Compensation and Employers' Liability Insurance

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

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

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

ii. General Liability Insurance

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

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

This coverage must include, but not limited to:

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

iii. Commercial Automobile Liability Insurance

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

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

This insurance shall be kept in force until the work under this contract has been completed and accepted by the City. The City shall be listed as Additional Insured under the policy.

K. Termination

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

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

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

(c) *Cancellation for Non-appropriated Funds.* The City reserves the right, in its best interest as determined by the City, to cancel this contract for non-appropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

(d) *Force Majeure.* The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

i. The 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, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

L. 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.

M. 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 written consent of the 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, with 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: EnGo Planet
3270 Sul Ross St.
Houston, TX. 77098

If to City: City of Brownsville
1001 E Elizabeth St.
Brownsville, TX. 78520

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.

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

EXECUTED THIS _____ DAY OF _____, 20___.

OWNER: CONTRACTOR: B H

CONTRACT FOR: BSI-74-0523 Bus Shelter Improvements

(Signature)	Brian Hooton (Signature)
Print Name: City of Brownsville	Brian Hooton Print Name: VP of Sales EnGoPlanet Energy Solutions, LLC

APPROVED AS TO FORM
AND LEGALITY

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

CONTRACT FOR: BSI-74-0523 Bus Shelter Improvements

CONTRACT PROVISIONS AND SPECIFICATIONS

A. GENERAL PROVISIONS

1.1 OCCUPATION OF THE PREMISES

The City reserves the right to utilize the premises during installation, provided, however, that the Owner's use will not unreasonably delay the installation of the mentioned improvements. The Contractor shall coordinate and cooperate with the Owner and shall not unreasonably disrupt the Owner's activities.

1.2 SAFETY AND OBSERVANCE OF LAWS

The Contractor shall observe and comply with all Federal, State, and local laws, ordinances, and regulations that affect the Work. The Contractor shall make every reasonable effort to maintain a safe work site, and shall comply with the Occupational Safety and Health Act of 1970 (OSHA) and all amendments thereto an applicable state statutes.

1.3 PERMITS AND FEES

The Contractor shall procure all permits and licenses, pay all charges, fees and taxes, and give all notices necessary and incident to the proper execution of the work.

1.4 INSPECTIONS AND CORRECTION OF WORK

The Contractor shall schedule all required inspections and shall not cover up work requiring inspection until approval is obtained. All work which has been rejected shall be remedied or removed and replaced in an acceptable manner by the Contractor at his own expense.

B.

1.1 PROJECT RECORD DOCUMENTS

A. Maintain on site one set of Contract Documents to be utilized for record documents. Record actual revisions to the Work. Record information concurrent with construction progress.
B. Submit documents to City with claim for final Application for Payment.

1.2 PROJECT IDENTIFICATION

A. No project sign may be erected without the express written approval of the City.

1.3 PRODUCTS

A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work and/or demolition. Products may also include existing materials or components

specifically identified for reuse.

B. Do not use materials and equipment removed from existing premises, except as specifically identified or allowed by the Contract Documents.

C. Provide interchangeable components of the same manufacture for components being replaced.

1.4 SUBSTITUTIONS

A. City will consider requests for Substitutions only if submitted at least 10 days prior to scheduled installation.

B. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.

1.5 EXAMINATION

A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.

1.6 TEMPORARY UTILITIES

A. Contractor shall pay for new wiring, piping, ductwork, equipment, and labor to provide required temporary utilities.

B. Provide and maintain temporary lighting and power outlets for demolition operations, branch wiring, distribution boxes, and flexible power cords as required. Permanent building lighting may be utilized during demolition.

C. Contractor shall provide temporary onsite portable restrooms during the construction/rehabilitation/demolition project.

1.7 SECURITY AND PROTECTION OF WORK SITE

A. Provide barriers to prevent unauthorized entry to construction/rehabilitation/ demolition areas and protect Work and existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft. In addition, a “Traffic Control Plan” shall be provided to City and all costs associated shall be included as part of the contract.

1.8 PROGRESS CLEANING AND WASTE REMOVAL

A. Collect and maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.

B. Contractor shall provide a temporary material construction debris container(s) and shall dispose properly at the City Landfill as per City Ordinance; all costs associated shall be included as part of the contract.

1.9 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

A. Remove temporary utilities, equipment, facilities, materials, prior to Final Application for Payment review.
B. Clean and repair damage caused by demolition or use of temporary work.
C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

1.10 CONTRACT CLOSEOUT PROCEDURES

A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for inspection.
B. Submit final Application for Payment identifying total adjusted Contract Sum/Price, previous payments, and amount remaining due.

1.11 FINAL CLEANING

A. Execute final cleaning prior to final inspection.
B. Clean debris from site.
C. Remove waste and surplus materials, rubbish, and construction facilities from the site.

1.12 LIABILITY AND INDEMNIFICATION

A. LIABILITY - CONTRACTOR SHALL BE LIABLE AND RESPONSIBLE FOR ANY AND ALL PROPERTY LOSS, PROPERTY DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, TO THE EXTENT CAUSED BY THE NEGLIGENT ACT(S) OR OMISSION(S), MALFEASANCE OR INTENTIONAL MISCONDUCT OF CONTRACTOR, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.

B. GENERAL INDEMNIFICATION - CONTRACTOR HEREBY COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR LAWSUITS OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, FOR EITHER PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO CONTRACTOR'S BUSINESS AND ANY RESULTING LOST PROFITS) AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OR MALFEASANCE OF CONTRACTOR, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.

END OF CONTRACT PROVISIONS AND SPECIFICATIONS

CONDITIONAL RELEASE OF LIENS

CONTRACT FOR: BSI-74-0523 Bus Shelter Improvements

STATE OF TEXAS

COUNTY OF CAMERON

The City of Brownsville

OWNER: _____
CONTRACTOR:
SUBCONTRACTOR/SUPPLIER: _____
PROPERTY:

_____.

I, _____ hold the office of _____ of the Subcontractor/Supplier identified above (hereinafter "Subcontractor/Supplier").

In consideration of the sum of $_____ and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Subcontractor/Supplier hereby releases and waives any right to file a petition to establish a Mechanic's Lien or other lien, or any claim to a Mechanic's Lien or other lien which the Subcontractor/Supplier may now have, for such property through the date hereof, and agrees to indemnify and hold harmless Owner/Contractor and its agents and representatives from any and all claims, damages, losses, costs, expenses or liabilities, including the not limited to attorney's fees, incurred by the Owner/Contractor, its agents or representatives arising out of or resulting from the Subcontractor/Supplier's failure to pay or cause to be paid to any persons or entities who may be entitle to claim a Mechanic's Lien or other lien on the property by virtue of any agreement with or obligation of the Subcontractor/Supplier through the date hereof. Nothing herein contained shall in any way be deemed to restrict, modify, or waive the Subcontractor/Supplier's right to claim or assert any claim against the property for any materials or labor or services hereafter furnished or performed on or about the property.

This lien release and waiver is given to secure payment in the amount of $_____for a portion of the work under the contract and will be fully effective upon the receipt of said payment.

DATE: _____ BY: _____

WITNESS: _____

I hereby certify that on this _____ day of _____. 20 _____, before me, a Notary Public for the state and county aforesaid, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he/she has executed the same for the purposes herein set forth, and that the same is his act and deed. In witness hereof, I have set my hand and Notarial Seal the date and year first above written.

NOTARY PUBLIC: _____

My Commission expires on: _____

SAFETY RECORD QUESTIONNAIRE

(Must be submitted with bid form)
CONTRACT FOR: BSI-74-0523 Bus Shelter Improvements

The City may at its discretion disqualify any bidder which has had final orders entered by the Occupational Safety and Health Review Commission (OSHRC) against the bidder, or any firm or individual acting on its behalf, for serious violations of OSHA regulations within the past three years; and/or which has been, or has had any firm or individual acting on its behalf, convicted of a criminal offense within the past ten years which resulted in serious bodily injury or death.

QUESTION ONE

Has the bidder, or any firm or individual acting on behalf of the bidder, received citations for violations of OSHA within the past three years?

YES _____ NO __X__

If the bidder has indicated YES for question number one above, the bidder shall provide to the Owner, with its bid submission, complete information regarding the date of citation, location of establishment inspected, category of citation, final disposition of citation, and penalty assessed.

QUESTION TWO

Has the bidder, or any firm or individual acting on behalf of the bidder, ever been convicted of a criminal offense which resulted in serious bodily injury or death?

YES _____ NO __X__

If the bidder has indicated YES for question number two above, the bidder shall provide to the Owner, with its bid submission, complete information regarding the date of offense, County where offense occurred, type of offense, final disposition of offense, and penalty assessed.

I certify that I have made no willful misrepresentations in this Questionnaire nor have I withheld information in my statements and answers to questions. I am aware that the information given by me in this questionnaire will be investigated, with my full permission, and that any misrepresentations or omissions may cause my bid to be rejected.

Brian Hooton
_____
Signature

VP of Sales
_____
Title

SIGLER, WINSTON, GREENWOOD & ASSOCIATES

SPECIFICATIONS

FOR

COB Bus Stop Improvement Project

BROWNSVILLE, TEXAS

Prepared By:

SWG Engineering, LLC

611 Bill Summers Intl. Blvd.

Weslaco, Texas 78596

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Firm Registration No. F-592

2/6/2023

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GENERAL CONSTRUCTION SPECIFICATIONS

Intent of Plans and Specifications

The intent of the plans and specifications is to prescribe a complete work or improvement which the contractor undertakes to do, in full compliance with the plans, specifications, special provisions, proposal and contract. The Contractor shall do all work as provided in the plans, specifications, special provisions, proposal and contract and shall do such additional work as may be considered necessary to complete the work in a satisfactory and acceptable manner. The contractor shall furnish all labor, tools, materials, machinery, equipment and incidentals necessary to the prosecution of the work.

Final Clean-Up

Upon the completion of the work and before acceptance and final payment will be made, the Contractor shall clean and remove from the site of the work, surplus and discarded materials, temporary structures and debris of every kind. He shall leave the site of the work in a neat and orderly condition equal to that which originally existed. Surplus and waste materials removed from the site of the work shall be disposed of at locations satisfactory to the Engineer. Grounds around any structures shall be dressed to final grade as shown on plans.

Coordination of Project

The plans, these specifications, the proposal, special provisions, and all supplementary documents are intended to describe a complete work and are essential parts of the contract. A requirement occurring in any of them is binding. In case of discrepancies, figured dimensions shall govern over specifications; special provisions shall govern over both general and standard specifications; and plans and quantities shown on the plans shall govern over those shown in the proposal. The Contractor shall not take advantage of any apparent error or omission in the plans and specifications, and the Engineer shall be permitted to make such corrections or interpretations as may be deemed necessary for the fulfillment of the intent of the plans and specifications. In the event the Contractor discovers an apparent error or discrepancy, he shall immediately call this to the attention of the Engineer.

Cooperation of Contractor

The Contractor shall give to the work the consistent attention necessary to facilitate the progress thereof, and he shall cooperate with the Engineer, his inspectors, and with other contractors in every way possible.

Wages

All employees directly employed on the work shall be paid the prevailing wage scale for work of a similar character in this locality. Minimum wage scale is also included in these specifications.

Materials - General

The materials shall be the best procurable, as required by the plans, specifications, and special provisions. The contractor shall not start delivery of materials until the Engineer has approved the source of supply. Only materials conforming to these specifications shall be used in the work, and such materials shall be used only after approval has been given by the Engineer and only so long as the quality of said materials remains equal to the requirements of the specifications. The Contractor shall furnish approved materials from other sources, if for any reason the product from any source at any time before commencement or during the prosecution of the work proves unacceptable. After approval, any material which has become mixed with or coated with dirt or any other foreign substances during its delivery and handling will not be permitted to be used in the work.

Material Storage

Any and all materials, such as cement, lime, mill work, or other materials or equipment subject to deterioration by exposure to weather or other factors, shall be stored in such a manner to protect them from deterioration or damage preceding the time they become a permanent part of final structures.

"Or Equal Clause"

Whenever a material or article required is specified or shown on the plans by using the name of the proprietary product, or of a particular manufacturer or vendor, any material or article which will perform adequately the duties imposed by the general design will be considered equal and satisfactory, provided the material or article so proposed is of equal substance and function, and only after written approval by the Engineer.

Construction Joints

Construction joints are to be kept to a minimum number, but when necessary they shall be designed in the plans or upon the approval of the Engineer. When pouring is stopped, dowels and 6-inch dumbbell Serviced polyvinyl plastic water stops are to be inserted. Construction joints in walls shall be horizontal, unless otherwise allowed by the Engineer.

Wall and Floor Openings

Openings may be left in walls and floors while forms are being built, so that piping or wall sleeves may later be inserted in the openings when piping is put in place. Provision shall be made in these openings for concreting the piping and thimbles securely in place so that watertight joints will be secured.

Painting

All exposed metal surfaces of every nature, such as pumps, piping, general equipment, window frames, valves, fittings, grating, etc., shall receive one rust inhibitive primer coat followed by two coats of machinery enamel. Colors for enamel finish coats to be selected by Owner or

Engineer.

All wood surfaces are to receive one primer coat and two coats of first grade outside oil paint. Colors to be selected by Owner or Engineer.

Disinfection of New or Repaired Facilities, Waterworks Construction Only

When repairs are made to existing mains or when new main extensions are provided, they must be disinfected using such amounts of chlorine or chlorine compounds as to fill the repaired or new mains and appurtenances with water containing 40-60 ppm chlorine. After the water containing this amount of chlorine, which is greater than that normally present in drinking water, has been in contact with the pipe and appurtenances at least six hours, the water shall be replaced with water to be transported normally, and samples of water from the new or repaired facilities submitted to laboratories for bacteriological examination so as to be assured that the disinfection procedure was effective. Foregoing shall also apply to treatment plant basins, piping, conduits, filters, clear wells, etc. Procedure will be under the direction and supervision of the consulting Engineer.

REMOVAL OF CONCRETE

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. This work shall consist of breaking up, removing and satisfactorily disposing of existing concrete, as classified, at locations indicated or as directed by the Engineer.

B. Existing concrete, when under this section, will be classified as follows:

1. Concrete Curb will include curb and curb-and-gutter combinations.

2. Concrete Slabs will include, but not be limited to, patio slabs, porch slabs, foundation slabs, concrete riprap and concrete pavement.

3. Sidewalks and Driveways will include concrete sidewalks and driveways.

4. Concrete Walls will include all walls, regardless of height and wall footings.

5. Concrete Steps will include all steps and combinations of walls and steps.

6. Abandoned Foundations will include abandoned Electric Department foundations.

7. Miscellaneous Concrete shall include, but not be limited to, manholes, inlets, junction boxes and headwalls, as indicated by the plans or the Engineer.

PART 2 PRODUCTS

2.01 MORTAR:

A. Mortar, for repair of existing concrete structures, shall conform to the requirements thereof in Section 3300 - Cast-In-Place Concrete.

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS:

A. Prior to commencing this work, all erosion control and tree protection measures required shall be in place and all utilities located and protected. The existing concrete shall be

broken up, removed in accordance with Section 2101 - "Preparing Right-of-Way", and disposed of at a permitted disposal site by the Contractor.

B. Where only a portion of the existing concrete is to be removed and the remaining portion is to continue to serve its purpose, care shall be exercised to avoid damage to the portion that will remain in place.

C. The existing concrete shall be cut along neat lines when indicated, or as established by the Engineer, by sawing with an appropriate type circular concrete saw to a minimum depth of 1/2 inch.

D. Any reinforcing steel encountered shall be cut off 1 inch inside of the concrete sawed line. Any existing concrete which is damaged or destroyed beyond the neat lines so established, shall be replaced at the Contractor's expense.

E. The remaining concrete shall be mortared to protect the reinforcing steel and provide a neat, clean appearance.

F. When applicable, a minimum of 1 foot of steel length shall be cleaned of all old concrete and left in place to tie into the new construction when reinforcement is encountered in the removed portions of structures to be modified.

G. All unsuitable material shall be removed and replaced with approved material.

H. All foundation, walls or other objectionable material shall be removed to a minimum depth of 18 inches below all structures and 12 inches below areas to be vegetated.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT:

A. Concrete curb and concrete wall, when removed as prescribed above, will be measured by the linear foot, in its original position, regardless of the dimensions or size.

B. Concrete slabs and concrete sidewalks and driveways removed as prescribed above will be measured by the square foot in original position, regardless of the thickness and reinforcing.

C. Concrete steps removed will be measured per linear foot of each individual step tread including the bottom step.

D. Concrete foundation removed will be measured per each.

E. Miscellaneous concrete removed will be measured per each.

4.02 PAYMENT:

A. This item will be paid for at the contract unit price bid for "Removed Concrete Curb", "Removed Concrete Slab", "Remove Concrete Sidewalks and Driveways", "Removed Concrete Foundations" and "Remove Miscellaneous Concrete", which price shall be full compensation for all work herein specified, including the disposal of all material not required in the work, the furnishing of all materials, equipment, tools, labor and incidentals necessary to complete the work.

B. When not listed as a separate contract pay item, removal of concrete shall be considered as incidental work, and the cost thereof shall be included in such contract pay item(s) as are provided in the proposal contract.

C. Compensation, whether by contract pay item or incidental work, will be for furnishing all materials, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

*****END OF SECTION*****

CONCRETE PAVEMENT

Subgrade

The subgrade shall conform to the lines, grade, and cross sections shown on the plans. All soft and yielding material and portions of the subgrade that will not compact readily when rolled or compacted shall be removed and replaced with suitable material.

The top six (6) inches of the subgrade shall be stabilized with hydrated lime in accordance with THD 1982 Standard Specifications Item 260. The quantity of lime should be determined after the site is stripped of the loose topsoil and the subgrade soils are exposed. A minimum of three (3) percent hydrated lime will be required.

The subgrade shall be compacted to a minimum of 95 percent of the standard moisture density relation (ASTM D 698) at above the optimum moisture content.

Concrete

Concrete shall be composed of Portland Cement, sand, and gravel thoroughly mixed to such proportions as will result in a dense concrete having a compressive strength of not less than three thousand (4,000) pounds at twenty-eight (28) days, or greater if so designated on the plans or prescribed elsewhere in the specifications.

Cement for use in concrete shall conform to the requirements of the current "Specifications for Portland Cement", ASTM Designation C-150, of the type shown on the plans or prescribed herein. Only one brand or type of cement shall be used in any one structure unless authorized in writing by the Engineer.

Sand and gravel shall be clean, hard, dense, durable, uncoated inorganic rock fragments free from injurious amounts of clay, loam, silt, and other deleterious substances, and shall fall within the following limits of gradation:

Percentage by Weight Passing

Sand

Sieve Size	Min.	Max.
No. 4	75	100
No. 8	60	90
No. 16	45	80
No. 30	30	60
No. 50	6	30
No. 100	0	4

Gravel

	Maximum Size			
Sieve Size	**1-1/2"**	**1"**	**3/4"**	**½"**
1-1/2"	95-100			
1"	45- 85	95-100		
3/4"	25- 70	50- 80	95-100	
½"	10- 40	25- 50	35- 80	75-100
3/8"	5- 18	10- 30	15- 50	30-80
No. 4	0- 4	0- 5	0- 5	0-8

Water used in mixing concrete or mortar shall be reasonably clean and free from injurious amounts of oil, alkali, organic matter or other deleterious substances. In general, water which is suitable for drinking or ordinary household use will be acceptable for use in mixing concrete or mortar.

Unless otherwise specified or shown on the plans, gravel conforming to the 1-1/2" maximum size shall be used.

Reinforcing Steel

Steel bars for reinforcing shall be "high bond" deformed bars of intermediate or Hard Grade conforming to the current specifications for "Billet Steel Bars for Concrete Reinforcement", ASTM Designation A-15 and A-305, and when placed in the work shall be free from dirt, rust, mill scale, grease, oil, or other foreign matter that will reduce the bond.

All bars shall be accurately placed as shown on the plans or directed by the Engineer, and shall be secured in place by teeing at intersection with annealed wire of not less than No. 18 gauge or suitable clips approved by the Engineer. Bars shall be supported by approved chairs, or spacers. Metal chairs, or clips, the ends of which will be exposed on the concrete surface, will be permitted only where the surface will not be exposed to weathering and where discoloration will not be objectionable; elsewhere concrete or other approved means shall be used for supporting reinforcement.

Steel bars for reinforcement shall be bent cold to the shapes shown on the plans or designated by the Engineer. Where reinforcing bars are spliced, a lap of not less than 30 times the nominal size of the reinforcement shall be provided.

Bends for stirrups and ties shall be made around a pin having a diameter of not less than two times the minimum thickness of the bar. Bends for other bars shall be made around a pin having a diameter of not less than six times the minimum thickness of the bar, except for bars larger than No. 8, the pin shall be not less than eight times the maximum thickness of the bar. Heating of reinforcement or bending by makeshift methods will not be permitted, and bars having

"kinks" not required will not be used.

All bars shall be marked with identifying metal tags.

Welded wire fabric shall be cold drawn wire conforming to the current specifications for "Welded Steel Wire Fabric for Concrete Reinforcement", ASTM A-185, and the current specification for "Cold-Drawn Steel Wire for Concrete Reinforcement", ASTM A-82.

The Contractor shall submit shop and installation drawings of all metal reinforcement for the approval of the Engineer before commencing any reinforced concrete work.

Forms

Forms to confine the concrete to the required shapes, line, grade, and dimensions shall be used wherever necessary. All exposed concrete surfaces having slopes of one to one (1:1) or steeper shall be formed. All forms shall be of sufficient strength and rigidity, and shall be sufficiently anchored and braced to withstand deflection while concrete is being poured and consolidated by tamping or vibrating. The surface of all forms in contact with concrete shall be smooth and sufficiently tight to prevent leakage of mortar, and shall be thoroughly coated with non-staining oil or covered with paper prior to pouring concrete.

Concrete Mixing

The Engineer will have samples of all cement and aggregate to be used in the various parts of the work tested by an independent laboratory in accordance with the methods recommended currently by the ASTM for testing such materials, and the results of these tests shall be available to the Engineer prior to the use of the materials.

After the materials have been tested, the proportions of cement, aggregate, and water to be used in mixing shall be determined by the testing laboratory so as to produce concrete and mortar of the strength prescribed for the various elements of the work, but in no case shall the mix contain less than five and one-half (5-1/2) sacks of cement per cubic yard of concrete. Only sufficient water will be used to provide a workable mix, but in no event shall the water-cement ratio exceed 6-3/4 gallons per sack of cement.

The testing laboratory shall be selected by the Owner and Engineer. The Owner shall pay for the cost of all laboratory work.

Admixes that will reduce shrinkage, increase workability, reduce absorption, or otherwise improve the quality of the concrete, may be used when so authorized in writing by the Engineer, and the proportion of admix so used shall not exceed that designated by the Engineer.

All concrete shall be thoroughly mixed in a batch mixer of approved design. The mixing of each batch shall continue at least one and one-half (1-1/2) minutes after all materials except the full charge of water are in the mixer, during which time the mixer shall rotate at the speed for which

it was designed. Only those methods of transporting and placing that will deliver into the work concrete of the required consistency without segregation, and without objectionable porosity, will be permitted.

The Contractor shall enforce uniformity of mixes and provide concrete mix, and give full assistance for slump, or compression tests when the Engineer so requests. Maximum slump shall be 4".

Placing and Finishing

The concrete shall be deposited on a moist grade in such manner as to require as little re-handling as possible. Placing shall be continuous between transverse joints without the use of intermediate bulkheads. Necessary hand spreading shall be done with shovels, not rakes. Workmen shall not be allowed to walk in the freshly mixed concrete with boots or shoes coated with earth or foreign substances.

Concrete shall be thoroughly consolidated against and along the faces of all forms and along the full length and on both sides of all joint assemblies. Vibrators shall not be permitted to come in contact with a joint assembly, the grade, or a side form. The vibrator shall never be operated longer than 15 seconds in any one location.

Concrete shall be deposited as near to expansion and contraction joints as possible without disturbing them, but shall not be dumped onto a joint assembly.

The sequence of operations shall be the strike off and consolidation, floating if necessary, straight edging, and final surface finish. The pavement shall be struck off and consolidated with a mechanical finishing machine, vibrating screed, or by hand-finishing methods when approved by the Engineer. A slip form paver may be used.

In general, adding water to the surface of the concrete to assist in finishing operations shall not be permitted. If it is permitted, it shall be applied as a fog spray with approved spray equipment.

After the pavement has been struck off and consolidated, it shall be scraped with a straightedge 10 ft. long equipped with a handle to permit operation from the edge of the pavement. Any excess water and laitance shall be removed from the surface of the pavement. The straightedge shall be operated parallel to the centerline of the pavement and shall be moved forward one-half its length after each pass. Irregularities shall be corrected by adding or removing concrete. All disturbed places shall be again straightedge. The use of long-handled wood floats shall be confined to a minimum; they may be used only in emergencies and in areas not accessible to finishing equipment.

Before final finishing is completed and before the concrete has taken its initial set, the edges of the slab and curb shall be carefully finished with an edger of the radius shown in the plans.

A burlap drag or broom shall be used for final finishing. The burlap drag shall be at least 3 ft.

wide and long enough to cover the entire pavement width. It shall be kept clean and saturated while in use. It shall be laid on the pavement surface and dragged in the direction in which the pavement is being placed. For a broom finish, a stiff bristled broom shall be drawn from the center to the edge of the pavement with adjacent strokes slightly overlapping to produce surface corrugations of uniform appearance and about 1/16 in. in depth.

The contractor shall have always available materials to protect the surface of the plastic concrete against rain. These materials shall consist of burlap, curing paper, or plastic sheeting. When slip form construction is being used, materials such as wood planks or forms to protect the edges of the pavement shall also be required.

Curing

Concrete shall be cured by protecting it against loss of moisture, rapid temperature change, and mechanical injury for at least 3 days after placement. Moist curing, waterproof paper, white polyethylene sheeting, white liquid membrane compound, or a combination thereof may be used. After finishing operations have been completed, the entire surface of the newly placed concrete shall be covered by whatever curing medium is applicable to local conditions and approved by the engineer. The edges of concrete slabs exposed by the removal of forms shall be protected immediately to provide these surfaces with continuous curing treatment equal to the method selected for curing the slab and curb surface.

The contractor shall have at hand and ready to install before actual placement begins the equipment needed for adequate curing.

Moist curing shall be accomplished by a covering of burlap or other approved fabric mat used singly or in combination. Curing mats shall be thoroughly wet when applied and kept continuously wet and in intimate contact with the pavement surface for the duration of the moist-curing period. Burlap or fabric mats shall be long enough to cover the entire width and edges of the pavement lane and lapped at joints to prevent drying between adjacent sheets.

Waterproof paper or white polyethylene sheets shall be in pieces large enough to cover the entire width and edges of the slab and shall be lapped not less than 18 in. The paper or polyethylene shall be adequately weighted to prevent displacement or billowing due to wind, and material folded down over the side of the pavement edges shall be secured by a continuous bank of earth. Tears or holes appearing in the paper or polyethylene during the curing period shall be immediately repaired.

The membrane method of curing shall be applied behind the final finishing operation after all free water has disappeared from the surface. Complete and uniform coverage at the required rate of 150 sq. ft. per gallon shall be required. The compound shall be kept agitated to prevent the pigment from settling, and it shall be applied to the pavement edges immediately after the forms have been removed. Membrane curing will not be permitted in frost-affected areas on paving that will be exposed to de-icing chemicals within 30 days after completion of the curing period.

Except by specific written authorization, concreting shall cease when the descending air temperature in the shade and away from artificial heat falls below 40 deg. F. It shall not be resumed until the ascending air temperature in the shade and away from artificial heat rises to 35 deg. F.

When concrete has been placed in cold weather and the temperature may drop below 35 deg. F., straw, hay, insulated curing blankets, or other suitable material shall be provided along the line of work. Whenever the air temperature may reach the freezing point during the day or night, the material shall be spread over the concrete deep enough to prevent freezing of the concrete. Concrete shall be protected from freezing temperatures until it is at least 10 days old. Concrete injured by frost action shall be removed and replaced at the contractor's expense.

Joints

Contraction joints, expansion joints, and all longitudinal joints shall be placed as indicated in the plans. Transverse construction joints shall be used as required. Transverse joints shall extend continuously through the pavement and curb.

Transverse contraction joints shall consist of planes or weakness created by forming or cutting grooves in the surface of the pavement. They shall be equal to at least one-fourth the depth of the slab.

1. Transverse strip contraction joints shall be formed by installing a parting strip to be left in place.

2. Formed grooves shall be made by depressing an approved tool or device into the plastic concrete. The tool or device shall remain in place until the concrete has attained its initial set and shall then be removed without disturbing adjacent concrete.

3. Sawed contraction joints shall be created by sawing grooves in the surface of the pavement with an approved concrete saw. After each joint is sawed, the saw cut and adjacent concrete surface shall be thoroughly cleaned.

Sawing of the joints shall begin as soon as the concrete has hardened sufficiently to permit sawing without excessive raveling, usually 4 to 24 hours. All joints shall be sawed before uncontrolled shrinkage cracking occurs. If necessary, the sawing operations shall be carried on both day and night, regardless of weather conditions. A standby saw shall be available in the event of breakdown.

The sawing of any joint shall be omitted if a crack occurs at or near the joint location before the time of sawing. Sawing shall be discontinued if a crack develops ahead of the saw. In general, all joints shall be sawed in sequence. All contraction joints in lanes adjacent to previously constructed lanes shall be sawed before uncontrolled cracking occurs. If extreme conditions make it impracticable to prevent erratic cracking by early sawing, the contraction joint groove shall be formed before initial set of concrete, as provided above.

4. Transverse formed contraction joints shall consist of a groove or cleft extending downward from and normal to the surface of the pavement. These joints shall be made while the concrete is plastic by an approved mechanically or manually operated device to the dimensions indicated in the plans.

Transverse construction joints of the type shown in the plans shall be placed whenever the placing of concrete is suspended for more than 30 minutes. A butt joint with dowels or a thickened-edge joint shall be used if the joint occurs at the location of a contraction joint. Keyed joints with tie bars shall be used if the joint occurs at any other location.

Transverse expansion joints shall consist of a vertical expansion joint filler placed in a butt-type joint with or without dowel bars as shown in the plans. The expansion joint filler shall be continuous from form to form, shaped to the subgrade, curb section, and to the keyway along the form. Preformed joint filler shall be furnished in lengths equal to the pavement width or equal to the width of one lane. Damaged or repaired joint filler shall not be used unless approved by the engineer.

The expansion joint filler shall be held in a vertical position. An approved installing bar or other device shall be used if necessary to ensure proper grade and alignment during placing and finishing of the concrete. Finished joints shall not deviate in horizontal alignment more than 1/4 in. from a straight line. If joint fillers are assembled in sections, there shall be no offsets between adjacent units. No plugs of concrete shall be permitted anywhere within the expansion space.

Longitudinal joints shall consist of planes of weakness created by forming or cutting grooves in the surface of the pavement. They shall be equal to at least one-quarter the depth of the slab plus ½ inch

1. Sawed longitudinal joints shall be sawed grooves made with a concrete saw after the concrete has hardened. The joint may be sawed at any time before use by construction traffic or before opening if construction traffic does not use the pavement.
2. Longitudinal groove joints are formed in the same manner as transverse formed groove joints.

3. Longitudinal strip joints are formed in the same manner as transverse strip joints.

4. Longitudinal construction joints shall be of the dimensions shown in the plans. Where a key is required, it shall be constructed by forming when the first lane adjacent to the joint is placed. These joints shall be finished with an edger of the radius shown in the plans. When placing the second slab, concrete must not be left overhanging the lip formed in the first slab by the edging tool.

Joints to be sealed shall be filled with joint-sealing material before the pavement is opened to traffic and as soon after completion of the curing period as is feasible. Just before sealing, each joint shall be thoroughly cleaned of all foreign material, including membrane curing compound, and joint faces shall be clean and surface-dry when seal is applied. Material for seal applied hot

shall be stirred during heating to prevent localized overheating.

The sealing material shall be applied to each joint opening in accordance with the details shown in the plans or as directed by the engineer. The joint filling shall be done without spilling material on the exposed surfaces of the concrete. Any excess material on the surface of the concrete pavement shall be removed immediately and the pavement surface cleaned. The use of sand or similar material to cover the seal shall not be permitted. Joint-sealing material shall not be placed when the air temperature in the shade is less than 50 deg. F., unless approved by the engineer.

Measurement and Payment

The quantity of pavement laid shall be the number of square feet of full-depth pavement. The number of square feet shall be determined by the engineer after construction of the pavement has been completed.

The quantity of accepted pavement shall be measured as above provided and shall be paid for at the contract unit price per square foot bid as called for in the proposal. This price shall constitute full compensation for furnishing and preparation of all materials, including all joints, joint filler, curb, curb and gutters, dowels, and reinforcing if required in the construction drawings or special provisions; placing, finishing, curing; and all labor, equipment, tools, incidentals, and testing necessary to complete these items.

Opening to Traffic

The engineer shall decide when the pavement shall be opened to traffic. It shall not be opened to traffic until the field-cured concrete has attained a flexural strength of 550 psi, or a compressive strength of 3,500 psi. If such tests are not conducted, the pavement shall not be opened to traffic until 14 days after the concrete was placed. Before opening to traffic, the pavement shall be cleaned.

FIBROUS REINFORCING OF CONCRETE
(Curb and Gutter & Lay Down Curb)

General

This section covers fibrous concrete reinforcement, including all materials, labor, equipment, and service necessary to complete the work. All materials provided shall conform to the applicable local building codes and ASTM Standards.

Amount of Fibrous Reinforcing Required

Approved fibrous concrete reinforcement material at the rate of 1.5 lbs. per cubic yard of concrete shall be added to batch of concrete delivered to the project site.

Fibrous Concrete Reinforcement

One hundred (100%) percent virgin polypropylene fibrillated fibers specifically manufactured for use as concrete reinforcement, containing no reprocessed olefin materials. Fibrous concrete reinforcement shall be as manufactured by the Fibermesh Company, Chattanooga, Tennessee, or approved equal.

Physical Characteristics --

(1) Specific Gravity: 0.91
(2) Tensile Strength: 70 to 110 Ksi
(3) Fiber Lengths: 1/2", 3/4", 1-1/2", 2" per manufacturer

Fibrous concrete reinforcement material provided by this section shall produce concrete conforming to the requirement for each type and class of concrete required as indicated on the drawings and specified elsewhere in these specifications under "Concrete." In other words, fibrous concrete reinforcement materials will improve certain qualities of the concrete to which it is being added, and will not alter any of the other qualities.

Execution

Fibrous concrete reinforcement will be added to the concrete at the time the concrete is batched, and in the amount specified.

The batched concrete shall then be mixed in strict accord with the fibrous concrete reinforcement manufacturer's instructions and recommendations for uniform and complete dispersion.

Place and finish the concrete as specified in the "Concrete" section of these specifications.

SITE CLEARING

General

Drawings and general provisions of Contract, including General and Supplementary Conditions and Specification sections apply to work of this section.

Description of Work

Extent of site clearing is shown on drawings. Site clearing includes, but is not limited to:

Protection of existing trees.

Removal of trees and other vegetation.

Topsoil stripping.

Clearing and grubbing.

Removing above-grade improvements.

Removing below-grade improvements.

Job Conditions

Traffic: Conduct site clearing operations to ensure minimum interference with rods, streets, walks, and other adjacent occupied or used facilities. Do not close or obstruct streets, walks or other occupied or used facilities without permission from authorities having jurisdiction.

Protection of Existing Improvements: Provide protections necessary to prevent damage to existing improvements indicated to remain in place.

Protect improvements on adjoining properties and on Owner's property.

Restore damaged improvements to their original condition, as acceptable to partise having jurisdiction.

Protection of Existing Trees and Vegetation: Protect existing trees and other vegetation indicated to remain in place, against unnecessary cutting, breaking or skinning of roots, skinning and bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within drip line, excess foot or vehicular traffic, or parking of vehicles within drip line. Provide temporary guards to protect trees and vegetation to be left standing.

Products

Not applicable to work of this section.

Execution

Site Clearing:

General: Remove trees, shrubs, grass and other vegetation, improvements, or obstructions interfering with installation of new construction. Remove such items elsewhere on site or premises as specifically indicated. Removal includes digging out stumps and roots.

Carefully and cleanly cut roots and branches of trees indicated to be left standing, where such roots and branches obstruct new construction.

Topsoil: Topsoil is defined as friable clay loam surface soil found in a depth of not less than 4". Satisfactory topsoil is reasonably free of subsoil, clay lumps, stones, and other objects over 2" in diameter, and without weeds, roots, and other objectionable material.

Strip topsoil in storage piles in areas shown, or where directed. Construct storage piles to freely drain surface water. Cover storage piles if required to prevent wind-blown dust.

Clearing and grubbing: Clear site of trees, shrubs and other vegetation, except for those indicated to be left standing.

Completely remove stumps, roots, and other debris protruding through ground surface.

Use only hand methods for grubbing inside drip line of trees indicated to be left standing.

Disposal of Waste Materials:

Burning on Owner's Property: Burning is not permitted on Owner's property.

Removal from Owner's Property: Remove waste materials from Owner's property and dispose of offsite in a legal manner

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Felix Sauceda, Jr., Police Chief
Date:	Tuesday, September 5, 2023
Agenda #:	Consideration and **ACTION** to enter into a cooperative contract with Galls, LLC for the Purchase of Uniforms for the Brownsville Police Department in an amount not to exceed $85,000 annually, as budgeted. #UPA-88-0623. (Brownsville Police Department)

Summary:
The Brownsville Police Department is seeking the purchase of uniforms from Galls for its department personnel.

Project Scope and Analysis:
The term for this agreement shall commence on approval by the City Commission or designee and ending on March 31, 2024. BuyBoard Cooperative Agreement #670-22 the City is relying on for cooperative purchases to expire on May 31, 2025, at which time the City's agreement with Galls also expires.

Funding:

Source: #01-311-704

Amount: $85,000.00

Local Contribution if Applicable:

Recommendation:
Staff recommended approval

Commission Pillar:
Public Safety

Attachments:
1. Procurement Analysis - UPA-88-0623

2. Cooperative Purchase Agreement - Uniforms UPA-88-0623

PURCHASING & CONTRACT SERVICES
PROCUREMENT ANALYSIS

Date: Thursday, May 11, 2023
To: Mrs. Helen Ramirez, City Manager
From: Mr. Lupe Granado III, Financial Services Director
CC: Mr. Damian Espinoza, Procurement and Contract Manager
Mr. Felix Sauceda, Police Chief

Subject: Agenda Item for the City Commission meeting of Tuesday, August 15, 2023 "Consideration and Action for the Purchase of Uniforms for the Brownsville Police Department" **UPA-88-0623**

At the request of Mr. Felix Sauceda, Police Chief, the Procurement Division requested to invoke the "Interlocal contract for cooperative purchasing" clause under Local Government Code Section §791.025 (C) **BuyBoard** # 670-22

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.

PROCUREMENT SUMMARY: Galls, Inc is eligible under this procurement for the for the Purchase of Uniforms for the Brownsville Police Department not to exceed the amount of **$85,000.00 per year.** (Exhibit A)

COOPERATIVE PURCHASE AGREEMENT
UNIFORMS PURCHASE AGREEMENT
UPA-88-0623

This Cooperative Purchase Agreement ("Agreement") is entered into by and between Galls, LLC ("Vendor") and the City of Brownsville, ("City"), a Texas home rule municipality.

The Cooperative Purchase Agreement includes the following documents which shall be construed in the order of precedence in which they are listed:

1. This Cooperative Purchase Agreement.
2. Exhibit A – Quote/Proposal
3. Exhibit B – Proposal Invitation No. 670-22
3 Exhibit C – Proposal Invitation No. 670-22 Local Award
4. Exhibit D – Vendor first renewal No. 670-22.
5. Conflict of Interest Questionnaire.

Exhibits A, B, C and D which are attached hereto and incorporated herein, are made a part of this Agreement for all purposes. Vendor agrees to provide City with the services and goods included in Exhibit A pursuant to the terms and conditions of this Cooperative Purchase Agreement, including all exhibits thereto.

City shall pay Vendor in accordance with the fee schedule in Exhibit C and Exhibit D and in accordance with the provisions of this Agreement. Total payment made under this Agreement for each year by City shall not exceed Eighty-Five Thousand Dollars and Zero Cents ($85,000.00). Vendor shall not provide any additional items or services or bill for expenses incurred for City not specified by this Agreement unless City requests and approves in writing the additional costs for such services. City shall not be liable for any additional expenses of Vendor not specified by this Agreement unless City first approves such expenses in writing.

The term of this Agreement shall commence on approval by the City Commission or designee and ending on March 31, 2024. Notwithstanding the foregoing, the parties understand and acknowledge that the Buyboard Cooperative Contract the City is relying on for cooperative purchase expires on May 31, 2025, at which time the City's Agreement with Vendor shall also expire.

Vendor agrees that City shall, until the expiration of three (3) years after final payment under this Agreement, or the final conclusion of any audit commenced during the said three years, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records, including, but not limited to, all electronic records, of Vendor involving transactions relating to this Agreement at no additional cost to City. Vendor agrees that City shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. City shall give Vendor reasonable advance notice of intended audits.

VENDOR ACKNOWLEDGES THAT CITY IS A GOVERNMENT ENTITY AND AS SUCH CANNOT INDEMNIFY OR HOLD HARMLESS A PARTY WITHOUT FIRST CREATING A SINKING FUND OR LEVYING A TAX. VENDOR FURTHER ACKNOWLEDGES THAT THE CITY HAS NO INTENTION OF CREATING SUCH A SINKING FUND OR LEVYING A TAX. THE PARTIES AGREE THAT ANY PROVISION CONTAINED WITHIN THE CONTRACT DOCUMENTS REQUIRING THE CITY TO INDEMNIFY OR HOLD HARMLESS THE VENDOR IS HEREBY STRICKEN.

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

To CITY:
City of Brownsville
Attn: City Manager
1001 East Elizabeth Street
Brownsville, Texas 78520

With copy to Brownsville City Attorney's Office at same address.

To VENDOR:
Galls, LLC
Attn: Mike Fadden
1340 Russell Cave Rd.
Lexington, KY 40505

With copy to Galls Legal Team at same address.

The undersigned represents and warrants that he or she has the power and authority to execute this Agreement and bind the respective parties.

CITY OF BROWNSVILLE:

Name:

Title:

GALLS, LLC:

Name: Mike Fadden

Title: Chief Executive Officer

"Approved as to Form and Legality
This 2nd day of August 2023
Title First Asst CA
Office of the Brownsville City Attorney"

GALLS®
The Authority in Public Safety Equipment and Apparel

Price Quote

Galls, LLC
1340 Russell Cave Road
Lexington, KY 40505
800-876-4242 phone
877-914-2557 fax

Attention: **Brownsville police**
Account Number
Name
Street Address
City & State

Quote Date ***7/17/2023***

buy board contract 670-22

		Item #	Description	Qty	Retail	Your Price	Ext. Total
1		TU610 DKNV	ELBECO MENS 4 POCKET PANT	1	$66.10	$40.00	**$40.00**
2		BP4204	HILITE 2 CARRIER CONCEALABLE VEST	1	$1,400.00	$675.00	**$675.00**
3		SH878 DKNV 15 37	ELBECO ZIPPERED LONG SLEEVE SHIRT	1	$70.00	$40.00	**$40.00**
4		SH885 MDNV 155 REG	ELBECO ZIPPERED SHORT SLEEVE SHIRT	1	$70.00	$38.00	**$38.00**
5		TR2624 DKNV 31 OB	TENX FLEXRS MENS PANTS	1	$84.99	$64.00	**$64.00**
6		BP3698 LAPD CSTM 00	GUARDIAN CARRIER	1	$499.99	$245.00	**$245.00**
7		RW121 YLBK XL REG	SPIEWAK VIZGUARD DUTY REVERSIBLE RAIN COAT	1	$166.99	$140.00	**$140.00**
8		SW672 NAV 3X	UFX TACT KNIT S/S SHIRT	1	$53.99	$43.00	**$43.00**
9		LP073 CL BRS 32	SAM BROWNE BELT	1	$94.87	$80.64	**$80.64**
10		SH2006 DKNV MD TALL	TENX FLEX RS S/S SHIRT	1	$84.99	$76.00	**$76.00**
12		SH2008 DKNV LG TALL	TENX FLEX RS L/S SHIRT	1	$89.99	$79.00	**$79.00**
13		HA037 BLK	BALL CAP	1	$16.99	$11.00	**$11.00**
14		TU611 DKNV 04 OB	WOMENS ELBECO 4 POCKET PANT	1	$66.10	$40.00	**$40.00**
15		JA1218 DKNV LG REG	BLAUER LIGHTWEIGHT SOFTSHELL FLEECE	1	$109.99	$95.08	**$95.08**
16		SW995 NAV XL	UFX UNIFORM POLO	1	$70.99	$56.44	**$56.44**
17		FT2101 DCOY 12 R	5.11 ATAC 2.0 6 IN	1	$110.00	$87.40	**$87.40**
18		CB175 GLD	1/2 IN 3 LETTER CUSTOM COLLAR INSIGNIA	1	$31.20	$26.50	**$26.50**
19		SR585 NAV MD	UFX TACTICAL L/S KNIT SHIRT	1	$60.99	$46.00	**$46.00**
20		TR2599 DKNV 30 32	GALLS G-TAC TACTICAL PANT	1	$39.99	$31.00	**$31.00**
21		JA2472 DKNV MD LNG	4 IN 1 PATROL JACKET 2.0	1	$326.00	$208.00	**$208.00**
22		FT751 BLK 7 R	EVO 6 INCH WITH SIDE ZIP	1	$155.00	$130.00	**$130.00**
23		SH1135 NAV XL	UFX UNIFORM KNIT SHIRT	1	$66.99	$53.06	**$53.06**
24		HS370 LGR REG POL	GALLS MESH BREAKAWAY SAFETY VEST	1	$28.99	$22.00	**$22.00**
25		SH886 BLU 36	WOMENS ZIPPER S/S SHIRT	1	$78.99	$57.00	**$57.00**
26		ST131 YLBK MD	S/S POLY BIKE POLO	1	$65.00	$55.00	**$55.00**
27		SH877 DKNV 44	WOMEN L/S ZIPPER SHIRT	1	$52.99	$40.00	**$40.00**
28		LE1610 BLK BLK	NARCAN/GLOVE/UTILITY POUCH	1	$50.76	$25.00	**$25.00**
29		LP2231 MDNV	UNIVERSAL RADIO CASE	1	$50.76	$25.00	**$25.00**
30		SD158	MK-3 FIRST DEFENSE 360 AREOSOL STREAM	1	$18.17	$16.50	**$16.50**
31		NP1951 LAPD BLK	G&G TOPURNIQUET CASE	1	$50.76	$30.00	**$30.00**
32		SH2009 DKNV SM REG	WOMENS TENX FLEX RS L/S SHIRT	1	$89.99	$79.00	**$79.00**
33		NT097 SIL BRSH PB	NAME PLATE	1	$16.90	$10.18	**$10.18**
34		ST120 NAV SM	UFX WOMENS S/S TACTICAL POLO	1	$71.99	$42.50	**$42.50**
35		EG0020	SHOULDER PATCH	100	$5.00	$2.50	**$250.00**

Subtotal	**$2,957.30**
Shipping	$0.00
Total	**$2,957.30**

Galls is required to collect tax on all shipments to all states. Please add applicable state and local tax percentages. Tax exempt customers, state laws require us to have a signed tax exemption or resale certificate on file at our office. If you would like your tax exempt document on file with us please fax this information, including your Galls account # to (859) 268-5941.

Prices are valid for 30 days from the date of the quote.
terms are Net 30 days from date on each invoice.

Thank you for the opportunity to earn your business. Galls payment

Price Quote

Galls, LLC
1340 Russell Cave Road
Lexington, KY 40505
800-876-4242 phone
877-914-2557 fax

Attention:
Account Number 0
Name 0
Street Address
City & State

Quote Date ***7/17/2023***

buy board contract 670-22

		Item #	Description	Qty	Retail	Your Price	Ext. Total
1		sr653	511 RAPID ASSAULT SHIRT	1	$68.00	$54.00	**$54.00**
2		tr717	MULTICAM TDU PANT	1	$90.00	$73.00	**$73.00**
3		sj384	VERTX 37.5 COMBAT L/S SHIRT NYCO RIPSTOP	1	$111.99	$96.00	**$96.00**
						Subtotal	**$223.00**
						Shipping	$0.00
						Total	**$223.00**

Galls is required to collect tax on all shipments to all states. Please add applicable state and local tax percentages. Tax exempt customers, state laws require us to have a signed tax exemption or resale certificate on file at our office. If you would like your tax exempt document on file with us please fax this information, including your Galls account # to (859) 268-5941.

Prices are valid for 30 days from the date of the quote. Thank you for the opportunity to earn your business. Galls payment terms are Net 30 days from date on each invoice.

Price Quote

Galls, LLC
1340 Russell Cave Road
Lexington, KY 40505
800-876-4242 phone
877-914-2557 fax

Attention:
Account Number
Name
Street Address
City & State

Quote Date ***7/17/2023***

buyboard contract 670-22

		Item #	Description	Qty	Retail	Your Price	Ext. Total
1		TJ232	GALLS PRO WOMENS G-TACTICAL PANT	1	$39.99	$33.99	**$33.99**
3		ST206	WOMEN'S ELBECO UFX L/S TACTICAL POLO	1	$59.99	$51.84	**$51.84**
4		TR2600	GALLS PRO WOMEN'S G-TAC TACTICAL PANTS	1	$39.99	$33.99	**$33.99**
5		JC382	LAWPRO WINDBREAKER	1	$35.99	$27.19	**$27.19**
6		JA680	MOCEAN TECH WATERPROOF BIKE JACKET W/REMOVABLE LINER	1	$115.00	$106.24	**$106.24**
7		TR332	UNITED UNIFORM ULTRAFLEX ZIP OFF BIKE PATROL PANT	1	$79.99	$74.79	**$74.79**
8		TR601	MOCEAN TECH NYLON PLAIN BIKE SHORTS	1	$39.99	$33.99	**$33.99**
9		SH4017	LAWPRO+MEN'S 100% POLYESTER SHORT SLEEVE SHIRT	1	$25.99	$21.24	**$21.24**
10		SH4018	LAWPRO+MEN'S 100% POLYESTER LONG SLEEVE SHIRT	1	$29.99	$23.79	**$23.79**
11		SH4019	LAWPRO+ WOMEN'S 100% POLYESTER SHORT SLEEVE SHIRT	1	$25.99	$21.24	**$21.24**
12		SH4020	LAWPRO+ WOMEN'S 100% POLYESTER LONG SLEEVE SHIRT	1	$29.99	$23.79	**$23.79**
13		UA494	GALLS CLIP-ON TIE	1	$9.99	$6.79	**$6.79**
						Subtotal	**$458.88**
						Shipping	$0.00
						Total	**$458.88**

Galls is required to collect tax on all shipments to all states. Please add applicable state and local tax percentages. Tax exempt customers, state laws require us to have a signed tax exemption or resale certificate on file at our office. If you would like your tax exempt document on file with us please fax this information, including your Galls account # to (859) 268-5941.

Prices are valid for 30 days from the date of the quote.

Thank you for the opportunity to earn your business. Galls payment terms are Net 30 days from date on each invoice.

Responding vendors must read all sections of this Proposal Invitation carefully.
Even if your company has submitted proposals on previous BuyBoard proposal invitations, terms and requirements may have changed.

NOTICE OF PROPOSAL INVITATION

The Local Government Purchasing Cooperative d/b/a BuyBoard® (Cooperative), 12007 Research Blvd., Austin, Texas 78759 is a statewide purchasing cooperative for school districts, junior colleges, cities, counties, and other political subdivisions. The Texas Association of School Boards, Inc. (TASB), a Texas nonprofit corporation, 12007 Research Blvd., Austin, Texas 78759, serves as the Cooperative's administrator. The Cooperative is endorsed by TASB, the Texas Municipal League (TML), a Texas unincorporated nonprofit association, 1821 Rutherford Lane, Austin, Texas 78754, and the Texas Association of Counties (TAC), a Texas nonprofit association, 1204 San Antonio, Austin, Texas 78701.

The Cooperative's contracts for commodities and services are available to the members of TASB, TML, and TAC, and other local governmental entities that are members of the Cooperative and eligible to purchase through a government purchasing cooperative or interlocal contract. TASB, the Cooperative administrator, provides an online marketplace to the Cooperative known as the BuyBoard which enables members to review available contracts and make purchases of awarded commodities and services electronically.

The Cooperative is soliciting sealed proposals for products, supplies, services and/or equipment as set forth in this Proposal Invitation on behalf of all present and future members of the Cooperative. There may be over 1,000 Texas public school districts and junior colleges, over 900 municipalities, 400 counties, and numerous other political subdivisions (i.e. river authorities, special districts, public housing authorities, etc.) participating in the Cooperative at any given time. Awarded products and services may also be available to the administrator's nonprofit entity BuyBoard subscribers and, in the event of a piggyback award, members of the National Purchasing Cooperative located throughout the United States as further explained in the Proposal Invitation.

Completed sealed proposals for **Proposal No. 670-22 for Uniforms and Accessories must be received on or before 4:00 PM December 16, 2021,** either by submitting the Proposal electronically through the Cooperative's designated website or by hard copy submission as set out in the Instructions to Proposers. **Late proposals will not be accepted.**

Unless a different time period is stated in the General Information document for this Proposal Invitation, questions, requests for information or clarification, or comments regarding this Proposal Invitation, including the specifications, must be submitted in writing, addressed as indicated below, and received by the Cooperative administrator no later than the 10th business day before the Proposal Due Date. The Cooperative will respond only to written questions.

The Local Government Purchasing Cooperative
Attn: TASB Asst. Division Director, Cooperative Procurement
12007 Research Blvd.
Austin, TX 78759
E-Mail: bids@buyboard.com

PROPOSAL INVITATION NO. 670-22
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INSTRUCTIONS TO PROPOSERS

Electronic Proposal Submission

The Cooperative requests that Vendors submit Proposals electronically in accordance with the instructions herein via the link available on the following website:

- buyboard.com/vendor

There is no cost to the Vendor to register or use the electronic proposal submission option. To the extent a vendor is unable to submit a Proposal electronically through the proposal website, instructions for hard copy submissions are provided below.

Before you submit

- In order to submit a Proposal electronically, you must have a working registered vendor username and password to login. If you do not have a registered vendor username and password, you may obtain one by registering at buyboard.com/vendor. ***Note to existing BuyBoard vendors: The registered vendor login used for electronic proposal submission is NOT the same as your existing login used to check purchase orders or similar vendor information under awarded contracts.*** Vendors are highly encouraged to ensure you have a working vendor login well in advance of the submission deadline.

- Vendor is responsible for ensuring it has the technical capability to submit its Proposal via electronic submission.

- Browser requirements can be found at https://buyboard.ionwave.net/BrowserCompatibility.html.

- VENDOR SHALL BE SOLELY RESPONSIBLE FOR ENSURING TIMELY SUBMISSION OF VENDOR'S PROPOSAL. Neither the Cooperative nor the Cooperative administrator shall be responsible for equipment or software failure, internet or website downtime, corrupt or unreadable data, or other technical issues that may cause delay or non-delivery of a Proposal or inaccessibility of the submitted data. Accordingly, Vendors are highly encouraged to prepare and allow for sufficient time to familiarize itself with the electronic submission requirements and to address any technical or data issues prior to the Proposal Due Date.

How to submit Proposal electronically

- Login using your registered vendor login at buyboard.com/vendor under the "Register/Login/Submit Proposal" link.

- The page will open to the list of "Available Bids."

- Click on the applicable Proposal Invitation number under the "My Invitations" or "Other Bid Opportunities" section to view this Proposal Invitation request.

- ***Review and follow all instructions on the webpage.***

- **VENDOR INFORMATION** – Select the "Attributes" tab to locate the Vendor Contact Information fields required to be completed and submitted.
  - Vendors must respond to each item by providing the information requested. **If you fail to complete any of the line items, you will receive an error and will be unable to submit your Proposal.**

- **PROPOSAL SPECIFICATIONS –** Select the "Line Items" tab to locate the Proposal Specifications.
  - Input all required proposal pricing information (discount (%) off catalog/pricelist, line item pricing, hourly labor rates, and/or other related pricing information) as specified.

- Vendors must respond to each line item by either providing the information requested in the specifications, adding alternates to provide additional information (as necessary), or by indicating no bid. **If you fail to complete any of the line items, you will receive an error and will be unable to submit your Proposal.**

- **Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or the Proposal may not be considered:**
  - **i. Manufacturers shall be listed in alphabetical order**
  - **ii. Vendor must list one specific percentage discount for each manufacturer listed. Use the "Add Alternates" option as needed to add additional manufacturers.**

- **PROPOSAL DOCUMENTS** - To upload your Proposal documents, select the "Response Attachments" tab and upload a *signed, complete* copy of your Proposal in *searchable PDF format*, including all required proposal documents (Proposal Forms, and any other documents required by the Proposal Invitation). **Electronic Catalogs/Pricelists must be submitted with the Proposal in the format required by these Instructions to Proposers or it will not be considered.**

- **PROPOSAL SUBMISSION** - Select the "Response Submission" tab to submit the Proposal.
  - If an error or multiple errors occur, the system will display the location of the error(s).
  - Go to the problem area and correct the errors. You must go to the specific tab(s) that contain(s) the error(s) to review the error detail and correct the error(s). *Your submission will not be submitted until all errors are corrected.*
  - Once all errors are corrected, proceed to the "Response Submission" tab to submit the response.

How to submit hard copy Proposal – Paper copies will NOT be accepted

While the Cooperative requests electronic submission of Proposals through the designated website, any Vendor without the technical capability or wishing to submit a hard copy Proposal may do so in accordance with the following instructions:

- Contact BuyBoard staff at bids@buyboard.com to request a copy of the Proposal Specification Form and other forms not included in this packet in hard copy form **at least five (5) business days prior to the Proposal Due Date.**

- Submit the signed, completed Proposal in a sealed envelope or carton properly marked with the Proposal Invitation number and Proposal submittal date and time and containing all required proposal documents (including forms, completed Proposal Specification Form, and any other documents required by the Proposal Invitation). The Proposal must be submitted in *electronic, searchable PDF format on a USB flash drive, CD or DVD*. **Paper copies will NOT be accepted**.

- **The Proposal Specification Form and Electronic Catalogs/Pricelists must be submitted with the Proposal in the format required by these Instructions to Proposers or it will not be considered.**

  - **Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or the Proposal may not be considered:**
    - **a. Manufacturers shall be listed in alphabetical order**
    - **b. Vendor must list one specific percentage discount for each manufacturer listed.**

- Any hard copy electronic Proposals must be delivered via hand delivery or U.S. Mail to the address below so as to be received on or before the Proposal Due Date and time:

The Local Government Purchasing Cooperative
12007 Research Blvd.
Austin, TX 78759

VENDOR SHALL BE SOLELY RESPONSIBLE FOR ENSURING TIMELY SUBMISSION OF VENDOR'S PROPOSAL. Neither the Cooperative nor the Cooperative administrator shall be responsible for Proposals delivered late by the United States Postal Service or any other delivery or courier service. Further, neither the Cooperative nor the Cooperative administrator shall be responsible for Proposals delivered in a corrupt or unreadable electronic format.

Faxed and/or emailed Proposals will NOT be accepted.

REQUIREMENTS FOR VENDOR CATALOGS/PRICELISTS IN PROPOSALS

Note: The following instructions set forth the requirements for Vendor catalogs/pricelists submitted with Proposals for proposal evaluation purposes. If awarded a Contract, Vendor may be required to resubmit catalogs/pricelists in the format described in the BuyBoard Technical Requirements as detailed further in the Proposal Invitation.

Electronic catalogs/pricelists must be submitted with Vendor's Proposal in the required format (whether submitted electronically through the designated website or in hard copy format via mail or hand delivery) or the Proposal will not be considered. The following is required of all Vendor catalog(s)/pricelist(s) submitted to the Cooperative for evaluation with the Proposal:

Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with **Excel or searchable PDF** preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Below is a sample chart, with examples of data for each field, showing the data fields that Vendors MUST include in each submitted pricelist/catalog with the Proposal:

BuyBoard Specification Item No. Category	Part/Item Number	Item Description	MSRP/List Price (before BuyBoard Discount)
1	1234	Desk	$50.00
2	1235	Chair	$20.00

The catalogs/pricelists must include all listed data fields (BuyBoard specification category, part/item number, item description, and list price) or the Proposal will not be considered. Catalogs and pricelists should contain only items that relate to the items requested in the specifications. Vendors are discouraged from including irrelevant or non-responsive information with their Proposal. The Cooperative reserves the right to deem a Proposal non-responsive if the Proposal, including catalogs or pricelists submitted with the Proposal, do not specifically relate to the intent of the Proposal Invitation or contain what the Cooperative deems to be, in its sole discretion, excessive irrelevant or non-responsive information, including information which makes it burdensome or impractical for the Cooperative to identify responsive products and pricing.

WITHDRAWAL OR MODIFICATION OF PROPOSALS

Proposals may be withdrawn or modified prior to the Proposal Due Date and time, but only in accordance with section B.11 (Withdrawal or Modification of Proposal) of the General Terms and Conditions in this Proposal Invitation.

GENERAL INFORMATION

Proposal Invitation No. 670-22 – Uniforms and Accessories

Please make sure that you have reviewed and completed all sections of this Proposal Invitation.

1. **Notice of Proposal Invitation and Instructions to Proposers**
2. **General Information**
3. **Proposal Forms**
4. **Proposal Specifications**
5. **General Terms and Conditions**
6. **BuyBoard Technical Requirements**
7. **Additional Terms and Conditions for BuyBoard Self-Reporting**

PROPOSAL SUBMISSION INSTRUCTIONS

Proposal responses (including completed and signed Proposal Invitation forms, completed Proposal specifications, and pricelists/catalogs) must be submitted in electronic format in the manner prescribed in the Instructions to Proposers.

INTENT AND PURPOSE OF THE CONTRACT

The intent of this Proposal Invitation is to solicit sealed Proposals to establish a contract for various types of Uniforms and Accessories that may be procured by Cooperative members. Because individual members require different equipment, supplies, and/or services, this Proposal Invitation is a request for a discount off of catalog or price list for supplies, materials and equipment. Purchases can be made by a Cooperative member at any time during the Contract term. Except as provided in section E.4 of the General Terms and Conditions or otherwise in this Proposal Invitation, Vendor shall hold its Awarded Pricing firm during the Contract term. In the event of price decreases, such price decreases shall be allowed for all products.

TERM OF CONTRACT

The term of this contract will be from June 1, 2022 through May 31, 2023, with two possible one-year renewals.

As set forth in the General Terms and Conditions, an awarded Vendor has no right to or vested interest in contract renewal. The determination as to whether to renew or non-renew any Vendor Contract, in whole or in part, shall be in the sole discretion of the Cooperative.

For purposes of this Proposal Invitation, a Vendor must generate a minimum of $15,000 through the Contract during an annual contract term or may not be offered a renewal. A Vendor's failure to generate this minimum amount may also be considered by the Cooperative as part of Vendor's past performance evaluation on future proposal invitations.

VALUE OF CONTRACT

The estimated value of this contract is $58,356,940; however, this estimate is based on prior contracts for similar types of products and services and should not be construed to be a guaranty of either a minimum or maximum amount since usage may be dependent upon multiple factors including Cooperative members' actual needs and available funding.

SERVICE FEE

An awarded Vendor under this Proposal Invitation must pay the Cooperative a service fee in the amount of 2% per Purchase Order generated from any contract awarded under this Proposal Invitation, and the service fee is to be included in the Awarded Pricing. Vendor agrees to pay this service fee and remit the fee to the Cooperative in Austin, Texas, promptly upon payment by the Cooperative member for any Purchase Order(s) and within 30 days of the date of each service fee invoice. As set forth in more detail in the General Terms and Conditions, an awarded Vendor will be required to provide the Cooperative with copies and/or reports of all Purchase Orders generated from Vendor's Contract(s) that Vendor receives directly from Cooperative members, Vendor Invoices, and/or such other documentation regarding Cooperative member purchases under any awarded Contract as the Cooperative administrator may require in its reasonable discretion. The Cooperative shall have the right, upon reasonable written notice, to review records of awarded Vendors pertaining to purchases under any awarded Contract to verify purchase activity under the Contract, the accuracy of service fees payable by Vendor, or as otherwise reasonably necessary for the administration of the Contract or when required by law.

CONFIDENTIAL INFORMATION

Any information submitted by Proposer that Proposer considers to be confidential must be clearly identified as such on the Confidential/Proprietary Information Form.

AWARD AND EVALUATION

All information required by this Proposal Invitation, including catalogs/pricelists where required by the Proposal Specifications, must be submitted with the Proposal or your Proposal will be deemed nonresponsive. Responsive Proposals will be evaluated, and any Contracts will be awarded based on the evaluation and award criteria as set out in Section C.2 of the General Terms and Conditions determined to provide best value to Cooperative members.

Included with this Proposal Invitation are EVALUATION ITEMS. All items in this document must be completed for the Proposal to be considered. If Vendor does not offer any of the evaluation or alternate items listed, the Vendor must submit a written explanation and request for exemption from this requirement. The Cooperative may determine, in its sole discretion, whether or whether not to exempt a vendor from this requirement based on all information provided with the proposal response. Evaluation Items will be used only for purposes of assisting in the evaluation of Vendors' price competitiveness. These items will not be individually awarded.

COMPLIANCE WITH APPLICABLE LAWS

By submitting a Proposal, the Proposer certifies that Proposer has provided its valid, proper and correct business entity name and information in its Proposal, that such entity is operating in good standing with the proper authority from whatever state or local jurisdiction is required, and Proposer has obtained, and, if awarded, will continue to maintain during the entire term of this Contract, all permits, approvals, and/or licenses necessary for lawful performance of its obligations under this Contract. Proposer further certifies that, if awarded, Proposer will comply with all applicable state, federal, and local laws, rules, and regulations in regard to awarded products and/or services.

BUYBOARD WEBSITE AND TECHNICAL REQUIREMENTS

Information on awarded Contracts, including awarded products and services under this Proposal Invitation, will be available to Cooperative members on the online marketplace platform utilized by the Cooperative: the BuyBoard. Vendors should review and confirm Vendor's ability to meet the BuyBoard Technical Requirements contained in Appendix I of this Proposal Invitation. The BuyBoard Technical Requirements may be updated from time to time as set forth in the General Terms and Conditions. To the extent a Vendor is awarded a Contract under this Proposal Invitation but is unable to meet the applicable BuyBoard Technical Requirements and provide the information in the format required by those

requirements, Vendor acknowledges that the information available on the BuyBoard for Vendor's awarded products or services may be limited. This may place Vendor at a disadvantage and impact the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services through the BuyBoard website.

To improve and enhance the experience of Cooperative members seeking to procure goods and services, the Cooperative may also, in its sole discretion, provide Vendors with an opportunity to have Vendor's logo, product images, and similar brand and trademark information included in the BuyBoard online marketplace in relation to Awarded Items. Vendors shall review the BuyBoard Vendor Consent for Name Brand Use included with the Proposal Forms in this Proposal Invitation.

PROFESSIONAL ENGINEERING AND OTHER PROFESSIONAL SERVICES EXCLUDED

The scope of services in this Proposal Invitation and any resulting contract award do not include services that are required to be procured under the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), including without limitation architecture and professional engineering services.

ADDITIONAL REQUIREMENTS FOR PURCHASES USING FEDERAL GRANT FUNDS (2 C.F.R. 200 Uniform Guidance / EDGAR):

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete the EDGAR Vendor Certification Form contained in the Proposal Forms regarding their willingness and ability to comply with certain requirements which may be applicable to specific Cooperative member purchases using federal grant funds. This information will not be used for evaluation purposes but will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name: Uniforms and Accessories

Proposal Due Date/Opening Date and Time:
December 16, 2021, at 4:00 PM

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Proposal Invitation Number: 670-22

Anticipated Cooperative Board Meeting Date:
April 2022

Contract Term: June 1, 2022, through May 31, 2023, with two possible one-year renewals.

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

Name of Proposing Company	Date
Street Address	Signature of Authorized Company Official
City, State, Zip	Printed Name of Authorized Company Official
Telephone Number of Authorized Company Official	Position or Title of Authorized Company Official
Fax Number of Authorized Company Official	Federal ID Number

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

An authorized representative of Proposer must initial in the bottom right corner of each page where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

Initial: _____

5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
   a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
   b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
   c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
   d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☐ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s):_____

_____

Initial: _____

RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (√) one of the following:

☐ I certify that my company is a **Resident Proposer.**
☐ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name	Address		
City	State	Zip Code	

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
☐ Yes ☐ No

B. What is the prescribed amount or percentage? $_____ or _____%

DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (√) one of the following:

☐ Yes ☐ No **Initial: _____**

NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1) (effective September 1, 2021).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3) (effective September 1, 2021).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Initial: _____

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. Please check (√) all that apply:

☐ I certify that my company has been certified as a HUB in the following categories:

☐ **Minority Owned Business** ☐ **Women Owned Business**
☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number: _____

Name of Certifying Agency: _____

☐ My company has **NOT** been certified as a HUB.

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company **cannot** or will **not** comply.]*

_____

_____

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract. **Initial:** _____

CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order or other agreement for construction-related goods or services.

Initial: _____

DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (√) one of the following:

☐ **No**; Deviations
☐ **Yes**; Deviations

List and fully explain any deviations you are submitting:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Initial: _____

VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. ***DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.***

☐ By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

Initial: _____

CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (√) one of the following:

☐ **NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐ **YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

_____

_____

_____

_____

_____

(Attach additional sheets if needed.)

Initial: _____

B. Copyright Information

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (√) one of the following:

☐ **NO,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.

☐ **YES,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information: _____

_____

_____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

Initial: _____

EDGAR VENDOR CERTIFICATION

(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which ***may*** be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

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

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

☐ **YES**, I agree. ☐ **NO**, I do not agree. **Initial: _____**

3. Equal Employment Opportunity:

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

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at beta.sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: _____

6. Right to Inventions Made Under a Contract or Agreement:

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

Vendor agrees to comply with the above requirements when applicable.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

7. Clean Air Act and Federal Water Pollution Control Act:

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

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

9. Byrd Anti-Lobbying Amendment:

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

☐ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: _____

10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

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11. Domestic Preferences for Procurements:

Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

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12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain telecommunications and video surveillance services or equipment. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications or video surveillance services or equipment provided by Vendor is covered equipment or covered services under 2 CFR §200.216.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

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13. Profit as a Separate Element of Price:

For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

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14. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: _____

COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

_____
Company Name

_____
Signature of Authorized Company Official

_____
Printed Name and Title

_____
Date

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement *(Vendors serving outside Texas only)*
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire
- Vendor Request to Self-Report BuyBoard Purchases *(Optional)*

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company: _____

*(List the **legal** name of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (√) one of the following:

Type of Business: ☐ Individual/Sole Proprietor ☐ Corporation ☐ Limited Liability Company ☐ Partnership ☐ Other (Specify: _____)

State of Incorporation (if applicable): _____

Federal Employer Identification Number: _____
(Vendor must include a completed IRS W-9 form with their Proposal)

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

_____

VENDOR CONTACT INFORMATION

Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: $_____. (The period of the 12-month period is _____/_____). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).

2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.

3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration			
2. T-PASS (State of Texas)			
3. OMNIA Partners			
4. Sourcewell (NJPA)			
5. E&I Cooperative			
6. Houston-Galveston Area Council (HGAC)			
7. Choice Partners			
8. The Interlocal Purchasing System (TIPS)			
9. Other			

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): _____ **Proposed Discount (%):** _____

Explanation: _____

GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1. Miami Police Department, Richard Mclaren, 305-416-1958, $1MM Approximate Annual Value					
2. Dallas Police Department, Kimberly Brewer, 214-671-3769, $650k Approximate Annual Value					
3. San Antonio Fire Department, Jow Arrington, 210-207-4926, $700k Approximate Annual Value					
4. Minneapolis Metro Transit, Steve McLaird, 612-349-7572, $500k Approximate Annual Value					
5. Orange County Sheriff's Uniforms, Ken Lewis, 321-229-8151, $100k Approximate Annual Value					

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower pricing) than indicated? **YES** ☐ **NO** ☐ If YES, please explain:

_____

_____

_____

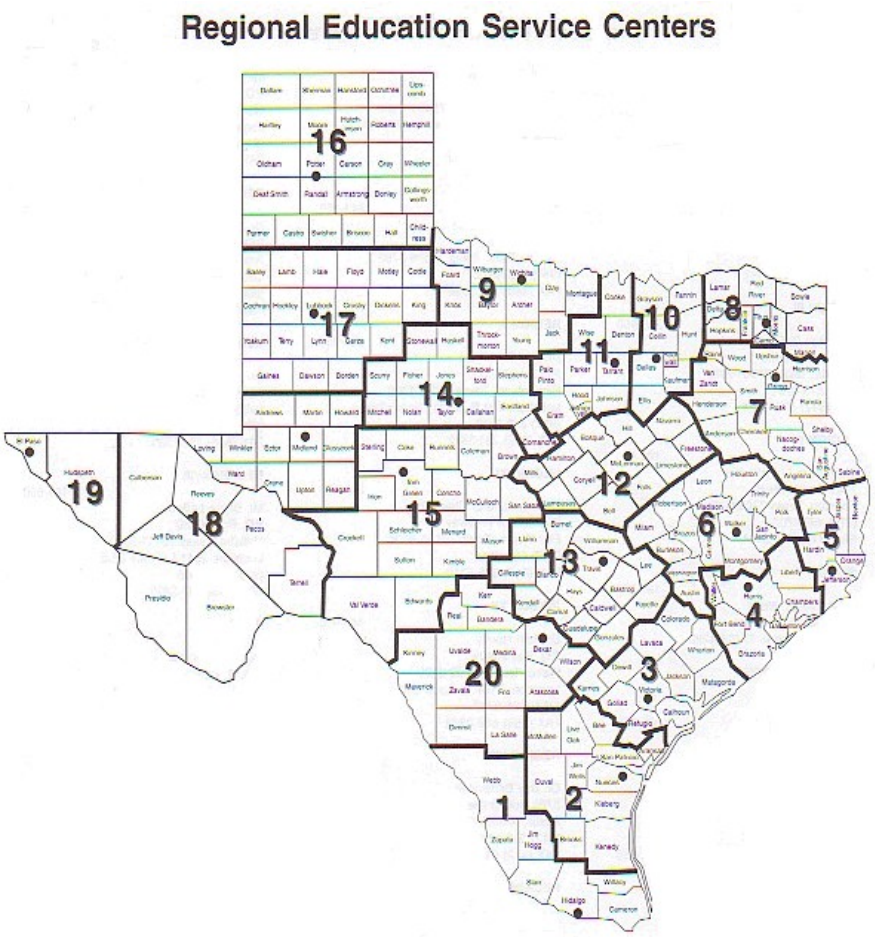
COMPANY PROFILE

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **Submit your company profile in a separate file, in Word format, with your Proposal**. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

TEXAS REGIONAL SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting** bids@buyboard.com at least five (5) business days prior to the Proposal Due Date.) ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on the form in the electronic proposal submission system.



Region and Headquarters

1 Edinburg
2 Corpus Christi
3 Victoria
4 Houston
5 Beaumont
6 Huntsville
7 Kilgore
8 Mount Pleasant
9 Wichita Falls
10 Richardson
11 Fort Worth
12 Waco
13 Austin
14 Abilene
15 San Angelo
16 Amarillo
17 Lubbock
18 Midland
19 El Paso
20 San Antonio

STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete the State Service Designation information in the electronic proposal submission system. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com** at least five (5) business days prior to the Proposal Due Date.) ***By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.***

- I will service all states in the United States.
- I will not service all states in the United States.

Alabama
Alaska
Arizona
Arkansas
California (Public Contract Code 20118 & 20652)
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming

NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

_____	_____
Name of Vendor	Proposal Invitation Number
_____	_____
Signature of Authorized Company Official	Printed Name of Authorized Company Official

_____
Date

LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. ***If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.***

Location/Authorized Seller Name	**Contact Person**	**Contact Information** (Mailing Address, Phone, Fax, Email)

12007 Research Boulevard ▪ Austin, Texas 78759-2439 · PH: 800-695-2919 ▪ FAX: 800-211-5454 ▪ buyboard.com

MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

Designated Dealer Name

Designated Dealer Contact Person

Designated Dealer Address

City

State

Zip

Phone Number

Fax Number

Email address

Designated Dealer Tax ID Number* **(*attach W-9)**

PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

As the nation's largest supplier of Public Safety Uniforms and Equipment, Galls has unmatched resources that can be applied to any needs of the Cooperative. Galls has more than 1200 employees, and we can leverage each of them to complete the work required for the BuyBoard customers. Galls has three dedicated distribution centers, more than 60 local branches, and is the leading distributor for more than 1600 suppliers.

3. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.)* Attach additional pages if necessary.

4. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

Galls generates around $535 million in annual sales and services approximately 68% of all public safety agencies annually. Galls is an accredited member of Dun & Bradstreet's DUNS system, and projects to continue its strong credit and solvency rating. Neither Galls nor any of its ownership or officers have been a party to a bankruptcy, receivership, or insolvency in the past 7 years.

5. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

Galls does not have any outstanding defaults or financial judgments.

6. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

1. Contract 530-4-26-17 with the North Dakota Department of Corrections and Rehabilitation was terminated for cause on or about November 27, 2017, for what the customer alleges were delivery delays and minor quality issues. Galls has since had a successful relationship with the State of North Dakota.

Contract 20-40 with the Henry County Fire Department, GA was terminated on December 31, 2020, for service issues related to delivery, website, and ordering delays caused by COVID.

7. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

Galls has been charged with misdemeanor violations of certain provisions of the California Business and Professions Code State of California (The People of the State of California v. Galls , Case #7VW0465501, Los Angeles County - Superior Court, CA).

During a routine inspection conducted on June 5, 2017, by the California Department of Agriculture, Division of Weights and Measures, (2) items in a branch location were incorrectly scanned resulting in an overcharge of $6.54. The matter resolved among the parties on or before November 30,2017.

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VENDOR REQUEST TO SELF-REPORT BUYBOARD PURCHASES

The General Terms and Conditions require that all Purchase Orders generated by or under any Contract awarded under this Proposal Invitation be processed through the BuyBoard and, except as expressly authorized in writing by the Cooperative administrator, Vendors are not authorized to process Purchase Orders received directly from Cooperative members that have not been processed through the BuyBoard or provided to the Cooperative. In accordance with this provision, Vendor may request authorization of the Cooperative administrator to self-report Cooperative member purchases if awarded a Contract under this Proposal Invitation. By making such a request, Vendor acknowledges and agrees that self-reporting is specifically subject to and conditioned upon (1) Vendor's agreement to the Additional Terms and Conditions for BuyBoard Self-Reporting which are included in this Proposal Invitation and incorporated herein for all purposes and (2) approval of this request in writing by the Cooperative administrator.

Note: This form is NOT required as part of your proposal. You should sign and return this form ONLY if you wish to request authorization to self-report BuyBoard purchases. Any request to self-report will not be effective, and Vendor shall not be authorized to self-report BuyBoard member purchases, unless and until (1) Vendor is awarded a Contract under this Proposal Invitation, and (2) the request has been approved in writing by the Cooperative administrator.

By my signature below, I hereby request authorization from the Cooperative administrator to self-report BuyBoard purchases if my company is awarded a Contract. I certify that I am authorized by the above-named Vendor to approve this form, and I have received and read the Additional Terms and Conditions for BuyBoard Self-Reporting included in this Proposal Invitation and do hereby approve and agree to such terms and conditions on behalf of Vendor.

NAME OF VENDOR: _____

_____
Signature of Vendor Authorized Representative

Printed Name: _____

Title: _____

Date: _____

(*For Cooperative Administrator Use Only)*

Approved by BuyBoard Administrator: _____

Effective/Start Date for Self-Reporting: _____

PROPOSAL SPECIFICATION SUMMARY

The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).

PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted**.

Section I: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS

1. Discount (%) off catalog/pricelist for **Purchase of Band Uniforms, Related Supplies and Accessories.**
2. Discount (%) off catalog/pricelist for **Purchase of Flag Corps Uniforms, Related Supplies and Accessories.**
3. Discount (%) off catalog/pricelist for **Purchase of Formal Wear for Bands and Orchestra, Related Supplies and Accessories** (dresses, tuxedos, jackets, pants).
4. Discount (%) off catalog/pricelist for **Purchase of Show Choir Wear, Related Supplies and Accessories.**
5. Discount (%) off catalog/pricelist for **Purchase of Cheerleading Uniforms, Related Supplies and Accessories.**
6. Discount (%) off catalog/pricelist for **Purchase of Drill Team Uniforms, Related Supplies and Accessories.**
7. Discount (%) off catalog/pricelist for **Purchase of Dancewear, Related Supplies and Accessories.**
8. Discount (%) off catalog/pricelist for **Purchase of All Other Performance Related Uniforms, Related Supplies and Accessories not listed above.**

Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS

9. Discount (%) off catalog/pricelist for **Purchase of Public Safety (police, fire, EMS, security, etc.) Uniforms**, **Related Supplies and Accessories**.
10. Discount (%) off catalog/pricelist for **Purchase of Custodial and Maintenance Uniforms, Related Supplies and Accessories**.
11. Discount (%) off catalog/pricelist for Purchase of **Food Service Uniforms, Related Supplies and Accessories**.
12. Discount (%) off catalog/pricelist for **Purchase of Medical and Nursing Uniforms, Related Supplies and Accessories**.
13. Discount (%) off catalog/pricelist for **Purchase of Business Uniforms (Career Apparel), Related Supplies and Accessories**.
14. Discount (%) off catalog/pricelist for **Purchase of Student Uniforms, Related Supplies and Accessories**.
15. Discount (%) off catalog/pricelist for Purchase of **ARC Rated/Flame Resistant Uniforms, Related Supplies and Accessories**.
16. Discount (%) off catalog/pricelist for **Purchase of Industrial Towels.**
17. Discount (%) off catalog/pricelist for **Purchase of All Other Work-Related Uniforms, Related Supplies and Accessories not listed above**.

Section III: RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTS

18. Discount (%) off catalog/pricelist for **Rental of Public Safety (police, fire, EMS, security, etc.) Uniforms, Related Supplies and Accessories**.
19. Discount (%) off catalog/pricelist for **Rental of Custodial and Maintenance Uniforms, Related Supplies and Accessories**.
20. Discount (%) off catalog/pricelist for **Rental of Food Service Uniforms, Related Supplies and Accessories**.
21. Discount (%) off catalog/pricelist for **Rental of Medical and Nursing Uniforms, Related Supplies and Accessories**.
22. Discount (%) off catalog/pricelist for **Rental of Business Uniforms (Career Apparel), Related Supplies and Accessories**.

23. Discount (%) off catalog/pricelist for **Rental of All Other Work-Related Uniforms, Related Supplies and Accessories** not listed above.
24. Discount (%) off catalog/pricelist for **Rental of Industrial Towels.**
25. Discount (%) off catalog/pricelist for **Rental of Industrial Mats.**
26. Discount (%) off catalog/pricelist for **Rental of Industrial Mop Service.**
27. Discount (%) off catalog/pricelist for **Rental of ARC Rated/Flame Resistant Uniforms, Related Supplies and Accessories**.
28. Discount (%) off catalog/pricelist for **Rental of All Other Industrial Uniform, Related Products, Supplies and Accessories** not listed above.

Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS

1. Information under Section IV is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT.** Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure. [BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3. Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption** from this requirement. The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

29. **Uniform Clothing Rental: Executive Shirt;** long sleeve; 100% cotton; BuyBoard weekly rental unit price.
30. **Uniform Clothing Rental: Industrial Work Shirt;** long sleeve, synthetic blend; BuyBoard weekly rental unit price.
31. **Uniform Clothing Rental: Industrial Work Shirt;** stripe, long sleeve, synthetic blend; BuyBoard weekly rental unit price.
32. **Uniform Clothing Rental: Button Down Shirt;** long sleeve; 100% cotton; BuyBoard weekly rental unit price.
33. **Uniform Clothing Rental: Industrial Pants;** synthetic blend; BuyBoard weekly rental unit price.
34. **Uniform Clothing Rental: Executive Slacks;** Cotton; BuyBoard weekly rental unit price.
35. **Uniform Clothing Rental: Blue Denim Jeans;** Cotton; BuyBoard weekly rental unit price.

ADDITIONAL WEEKLY RENTAL/PREP CHARGES (MISC. ITEMS)

36. **4X6 Floor Mat**; per item; BuyBoard weekly rental unit price.
37. **Dry Mop;** Treated; 36 inches, per item; BuyBoard weekly rental unit price.
38. **Name Tags**; per item; BuyBoard weekly rental unit price.
39. **Prep Charges**; per item; BuyBoard weekly rental unit price.
40. **Emblem**; per item (print or embroidery); BuyBoard weekly rental unit price.
41. **Emblem 2**; per item (print or embroidery); BuyBoard weekly rental unit price.
42. **Environmental Fee**
43. **Energy Surcharge**
44. **Initial Set Up Charges**
45. **Swing Suit Charges**
46. **Minimum Stop Size Fee**
47. **Image Guard Fee**
48. **Deposit Charge**

REQUIRED FORMS CHECKLIST

(Please check (√) the following)

☒ Reviewed/Completed: **Proposer's Acceptance and Agreement**

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

☒ Reviewed/Completed: **Proposal Acknowledgements**
☒ Reviewed/Completed: **Felony Conviction Disclosure**
☒ Reviewed/Completed: **Resident/Nonresident Certification**
☒ Reviewed/Completed: **Debarment Certification**
☒ Reviewed/Completed: **Vendor Employment Certification**
☒ Reviewed/Completed: **No Boycott Verification**
☒ Reviewed/Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
☒ Reviewed/Completed: **Historically Underutilized Business Certification**
☒ Reviewed/Completed: **Acknowledgement of BuyBoard Technical Requirements**
☒ Reviewed/Completed: **Construction-Related Goods and Services Affirmation**
☒ Reviewed/Completed: **Deviation and Compliance**
☒ Reviewed/Completed: **Vendor Consent for Name Brand Use**
☒ Reviewed/Completed: **Confidential/Proprietary Information**
☒ Reviewed/Completed: **EDGAR Vendor Certification**
☒ Reviewed/Completed: **Compliance Forms Signature Page**

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

☒ Reviewed/Completed: **Vendor Business Name**
☒ Reviewed/Completed: **Vendor Contact Information** (*complete in electronic proposal submission system)*
☒ Reviewed/Completed: **Federal and State/Purchasing Cooperative Experience**
☒ Reviewed/Completed: **Governmental References**
☒ Reviewed/Completed: **Company Profile**
☒ Reviewed/Completed: **Texas Regional Service Designation** (*complete in electronic proposal submission system)*
☒ Reviewed/Completed: **State Service Designation** (*complete in electronic proposal submission system)*
☒ Reviewed/Completed: **National Purchasing Cooperative Vendor Award Agreement** *(Vendors serving outside Texas only)*
☒ Reviewed/Completed: **Local/Authorized Seller Listings**
☒ Reviewed/Completed: **Manufacturer Dealer Designation**
☒ Reviewed/Completed: **Proposal Invitation Questionnaire**
☒ Reviewed/Completed: **Vendor Request to Self-Report BuyBoard Purchases** *(Optional)*

☒ Reviewed/Completed: **Proposal Specifications, Evaluation Items and** *Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) must be submitted with the Proposal or the Proposal will not be considered***.**

GENERAL TERMS AND CONDITIONS

A. General Provisions

1. Statement of Inclusion/Applicability

These General Terms and Conditions ("Terms and Conditions") apply to this Proposal Invitation and the proposing company's response to this Proposal Invitation. These Terms and Conditions are an integral part of any Contract which is awarded or Purchase Order which is issued in association with this Proposal Invitation.

2. Organization and Section Titles

The provisions of these Terms and Conditions are generally organized according to the stages of the procurement process: proposal, evaluation, award, and performance. This organization of and the section titles used in these Terms and Conditions are for convenience and reference only, and in no way define, describe, extend, or limit the scope or intent of the provisions of any section of this document. Unless otherwise stated, any listing of factors or criteria in these Terms and Conditions does not constitute an order of preference or importance.

3. Definitions

As used in this Proposal Invitation and associated documentation, the following terms have the meanings set out below unless the context requires otherwise, regardless of whether initial capitalization is consistently used. Words used in the singular include the plural, and words used in the plural include the singular. To the extent terms are defined or used differently in different Proposal Invitation documents, substance prevails over form:

"Awarded Items" has the meaning set for in section E.3 of the Terms and Conditions.

"Awarded Pricing" has the meaning set forth in section E.4 of the Terms and Conditions.

"BuyBoard®," "the BuyBoard," or "BuyBoard website" means the internet-based electronic commerce technology provided by the Cooperative Administrator, the Texas Association of School Boards, Inc. (TASB), to enable Cooperative members to purchase awarded goods and services electronically.

"BuyBoard Administrator" or **"Cooperative Administrator"** means the Texas Association of School Boards, Inc. (TASB), 12007 Research Blvd, Austin, Texas 78759.

"Contract" means the contract between the Cooperative and a successful Proposer (Vendor), which gives Vendor the opportunity to serve Cooperative members based on the Cooperative's acceptance of all or part of the Vendor's Proposal, and is comprised collectively of the following:

(a) This Proposal Invitation;
(b) Vendor's Proposal;
(c) Notice of Award issued to Vendor by the Cooperative; and
(d) Purchase Order between a Cooperative member and Vendor, and any additional terms, conditions, or instructions agreed to by Vendor and a Cooperative member that are consistent with these Terms and Conditions. (A Purchase Order between a Cooperative member and Vendor shall be deemed part of the Contract for the specific Cooperative member purchase only and for determination of the Service Fee as set forth in these Terms and Conditions. Purchase Order terms, including additional or supplemental terms, conditions, or instructions agreed to between a Vendor and a Cooperative member where permitted by these Terms and Conditions shall apply between the Cooperative member and Vendor as to the specific Cooperative member purchase only but shall not alter or affect the Terms and Conditions of the Contract as between the Cooperative in its own right and Vendor.)

"Cooperative" means The Local Government Purchasing Cooperative (which may also be referred to as "Texas Cooperative" herein), including when acting by and through the Cooperative Administrator, unless a distinction is made otherwise.

"Cooperative member" or "**member**" means a local governmental entity (e.g., school district, city or county) or other governmental entity that is a member of the Cooperative and is eligible to purchase through a governmental purchasing cooperative or interlocal contract. Although not eligible to be a member of the Cooperative, "Cooperative member" as used in these Terms and Conditions may include the Cooperative administrator's non-profit entity subscribers when used in relation to a purchase from a non-profit subscriber.

"Goods" or **"Products"** (which terms are used interchangeably) means the goods, products, equipment or other commodities and/or services that are the subject of this Proposal Invitation.

"Proposal Invitation" means this Proposal Invitation and all associated documentation, including without limitation, these Terms and Conditions and any amendments hereto, additional terms and conditions specific to this Proposal Invitation, instructions, exhibits or attachments, forms, agreements, certifications, item specifications, appendices, and addenda.

"Proposal" means Proposer's complete and correct response to this Proposal Invitation, including all information, forms, agreements, certifications and other documentation required by this Proposal Invitation, properly submitted by Proposer's duly authorized representative.

"Proposal Due Date" means the date and time specified in the Proposal Invitation, or any addenda thereto, by which Vendors are required to submit Proposals for this Proposal Invitation.

"Proposer" or **"Vendor"** means the company or firm that submits a Proposal or, depending on the context, the proposing company to which the Cooperative awards a Contract under this Proposal Invitation. (For purposes of the forms associated with this Proposal Invitation, "you", "your", "I" or "my" refer to Proposer or Vendor, as applicable.)

"Purchase Order" means a Cooperative member's fiscal form or other instrument which is used in making a purchase from Vendor under a Contract. A Purchase Order may include a written or electronic purchase order, record of an online order, record of a purchasing card (P card) purchase, or any other record or instrument used by a Cooperative member to document a Cooperative member's authorized commitment to purchase awarded goods or services from a Vendor under a Contract.

"Vendor Invoice" means Vendor's billing form or other instrument, written or electronic, documenting charges for goods or services delivered to the Cooperative member under a Purchase Order under a Contract.

B. Proposal Requirements

1. Specifications

Unless otherwise specified, the specifications are intended to be non-proprietary, and should be construed as such. Catalog numbers, brand names, or manufacturer product or reference numbers used in the item specifications in this Proposal Invitation are intended to be descriptive, not restrictive. These references, as well as any approved brands and/or models listed, are intended to identify and indicate the type of product being sought and establish the level of quality desired. If any conflict exists in the item specifications between the product descriptions and any brand names or model or reference numbers used, the product descriptions will override the brand names or model number references.

In some cases, however, the Cooperative may find it advantageous in order to provide best value to Cooperative members to standardize equipment and/or supplies by manufacturer in order to achieve efficiencies in procurement, repair, and operation, to match existing stock, or to satisfy other requirements. In these limited cases, preference will be given to the specific products identified as approved brands and/or models, especially if all other evaluation factors are deemed to be equal. For this reason, where specific brands or models are identified, Proposer is encouraged to propose the exact item specified, in addition to an alternate brand or model with equal/equivalent functionality or features where appropriate or necessary.

In all cases, Proposals must identify the manufacturer, brand, model, etc., of the item being offered. For Proposals on "equal/equivalent" items other than the specified approved brand and/or model, Proposer must supply a complete description and sufficient data for the Cooperative to properly analyze the product being proposed, including its functionality and features. In order to conduct such analysis, the Cooperative may request samples for items other than approved brands and/or models. If the specification identifies a specific brand or model for any item and Proposer fails to identify the manufacturer, brand, model, etc., for that item, **the Cooperative will assume Proposer is proposing on the exact brand and model identified in the specification**, **and if awarded a contract, Vendor must furnish the exact brand name, model, etc., as specified. Substitutions will not be allowed after the contract is awarded,** except as provided for in section E.8 (Product Updates and Substitutions) of these Terms and Conditions.

The apparent silence of the specifications as to any detail, or the apparent omission from any specification of a detailed description concerning any point, will be interpreted to mean that only the best commercial practices will prevail, and the specification will be construed accordingly.

NOTE: Unless a different time period is stated in the General Information document of this Proposal Invitation, if Proposer discovers or suspects an error in any item specification in this Proposal Invitation, including that the specification is proprietary where not intended, Proposer must notify the Cooperative Administrator of the error in writing at bids@buyboard.com immediately, but in no event later than the 10th business day before the Proposal Due Date.

2. Proposal Pricing

Pricing must be provided in the form required by the specifications and in accordance with the Proposal Invitation.

Unless otherwise provided in the specifications, if the specifications require "Line Item" or unit pricing, the Proposal must include a specific not-to-exceed price for the unit of measure specified for that item. Proposer is responsible for clearly noting any differences in proposed packaging and/or units of measure as a deviation in accordance with section B.4 (Deviations from Item Specifications or General Terms and Conditions) of these Terms and Conditions.

Unless otherwise provided in the specifications, if the specifications require "discount from catalog" or "discount from pricelist" pricing, Proposer must quote the discount percentage to be applied to all items in each published catalog or pricelist included in the Proposal. Proposer must submit each catalog or published pricelist proposed with the Proposal in electronic format and in accordance with the requirements of the Proposal Invitation. Catalogs and pricelists should contain only items that relate to the items requested in the specifications. Vendors are discouraged from including irrelevant or non-responsive information with their Proposal. The Cooperative reserves the right to deem a Proposal non-responsive if the catalogs or pricelists submitted do not specifically relate to the intent of the Proposal Invitation or contain what the Cooperative deems, in its sole discretion, excessive irrelevant or non-responsive information, including information which makes it burdensome or impractical for the Cooperative to identify responsive products and pricing.

For installation, repair, and other services or labor, the specifications may require not-to-exceed labor rates or coefficient to be applied to a unit cost book. Proposers must provide pricing in the form required by the specifications and note any deviations in accordance with B.4 (Deviations from Item Specifications or General Terms and Conditions).

Proposer's pricing must be equal to or better than pricing Proposer offers other similarly situated customers under similar circumstances, including those offered to other purchasing cooperatives. Pricing that is not considered equal or better could result in the Proposal being determined non-competitive and not considered for award.

Unless specified otherwise in this Proposal Invitation:

(a) A "cost plus" Proposal will not be accepted;
(b) Proposer will not include freight, transportation and delivery charges or costs, or sales tax in Proposal pricing. (Freight, transportation and delivery charges, if applicable, are to be pre-paid by the awarded Vendor and, subject to section E.5 (Packaging, Transportation, and Delivery) of these Terms and Conditions, included as a separate item on the invoice to the ordering Cooperative member);
(c) Proposal pricing must include the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions; and
(d) Proposal pricing must be firm for acceptance and the Cooperative's period for acceptance will be at least 120 calendar days from the Proposal Due Date.

If Vendor is awarded a Contract, updates to pricing during the Contract term shall only be permitted in accordance with the requirements of section E.4 (Awarded Pricing) of these Terms and Conditions. Discount percentages off catalogs or pricelists must remain firm for the full Contract term.

3. Quality

Unless otherwise indicated in this Proposal Invitation, proposed products must be new and in first class condition, and must be warranted in the same manner and to the same extent as normally provided to other customers of Proposer. Additionally, proposed products must conform to the highest standards of manufacturing practice, including, for all tangible goods included in this Proposal Invitation, containers suitable for shipment and storage. Unless otherwise specified, "factory seconds," "refurbished", or otherwise inferior items are not acceptable. All services must comply with applicable industry standards.

4. Deviations from Item Specifications or General Terms and Conditions

Other than a deviation submitted in writing with the Proposal and **accepted by the Cooperative**, the Cooperative will hold Vendor accountable to the Cooperative and Cooperative members to perform in strict accordance with these Terms and Conditions and the item specifications as written. (For requirements for ancillary agreements between Cooperative members and Vendors for specific purchases, see section D.2 (Applicable Terms and Conditions; Ancillary Agreements).)

Vendor must clearly note and explain in detail any and all limitations, exceptions, qualifications, special conditions, or other deviations (collectively "deviations") from these Terms and Conditions or any of the item specifications in the Proposal on the Deviation and Compliance form (or an attachment thereto) at the time the Proposal is submitted. Deviations must be specific to these Terms and Conditions or the item specifications and clearly identify the specific section or item to which the deviation applies. The Cooperative shall not be deemed to have accepted, and a Contract shall not be subject to, any term or condition included in Vendor's Proposal which differs from these Terms and Conditions unless Vendor has specifically identified the deviation on the Deviation and Compliance form and the deviation is accepted by the Cooperative.

The submission of a deviation or deviations may place Vendor at a competitive disadvantage or otherwise prevent the Cooperative from considering the Proposal on the affected item(s).

The following Terms and Conditions are not subject to deviation. Any attempted deviation by Vendor to such Terms and Conditions, whether directly or indirectly, shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety:

(a) Section B.9, Requirements of the Texas Public Information Act; Confidential Information;
(b) Section B.12, Certifications;
(c) Section D.2, Applicable Terms and Conditions; Ancillary Agreements;
(d) Section E.6.b, Payments;
(e) Section E.11, BuyBoard Vendor Information and Reporting of Cooperative Member Purchases
(f) Section E.12, Service Fee;
(g) Section E.13, Disclaimer of Warranty and Limitation of Liability;
(h) Section E.14, Sales Tax;
(i) Section E.15, Use of BuyBoard Logo and Trade Name;
(j) Section E.16, Indemnification;
(k) Section E.17, Intellectual Property Infringement;
(l) Section E.18, Remedies for Default and Termination of Contract;
(m) Section E.19, Force Majeure;
(n) Section F., Miscellaneous, including all subsections (F.1-F.12) thereto.

Further, any deviation by Vendor which, directly or indirectly, seeks to add terms or requirements substantively similar to the following shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety:

(a) Any deviation seeking to supersede these Terms and Conditions with Vendor's own agreement form, standard agreement, or terms and conditions;
(b) Any deviation seeking to require the Cooperative, Cooperative Administrator, or any Cooperative member to indemnify or hold harmless Vendor.

The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Vendor(s) regarding any submitted deviation(s), consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation.

5. Addenda

Any interpretation, correction or change to this Proposal Invitation will be made by written addendum, and updated information contained in an addendum will prevail over the information contained in the original Proposal Invitation or a previous addendum. The Cooperative, by and through the Cooperative Administrator, is the sole authority for the issuance of any addendum, and any communication related to this Proposal Invitation that is not from the Cooperative is invalid. Although the Cooperative may provide electronic notification when an addendum has been issued and the changes will be flagged, it is Vendor's responsibility to monitor the BuyBoard vendor website for possible addenda and incorporate any posted addendum into the Proposal. Vendor must acknowledge each addendum in accordance with the instructions accompanying the addendum.

6. Samples

For any commodities included in this Proposal Invitation, the Cooperative, by and through the Cooperative Administrator, or Cooperative member may request a product sample. Proposer must furnish the requested sample at no cost to the Cooperative, Cooperative Administrator, or requesting Cooperative member, as applicable. The Cooperative Administrator or requesting Cooperative member must receive the sample within such reasonable specified time as requested. The submitted sample must be labeled with the Proposal Invitation name and number, item number, product identification number, and Vendor's name. Vendor's failure to submit a sample when requested will result in the product in question not being considered for award to Vendor.

The Cooperative Administrator or Cooperative member may retain samples for a sufficient length of time for proper evaluation. If not destroyed or consumed during examination or testing and if Vendor has included a written return request with a submitted sample, the Cooperative Administrator or Cooperative member will return samples to Vendor at Vendor's expense. Notwithstanding the foregoing, the Cooperative Administrator or Cooperative member may permanently retain samples submitted by awarded Vendors for the purpose of determining that the quality and workmanship of awarded products delivered to Cooperative members is comparable to the samples. Neither the Cooperative, the Cooperative Administrator, nor a requesting Cooperative member will be liable for samples that are damaged, destroyed or consumed during examination or testing.

7. Proposal on All or Certain Items; Service Regions

Unless otherwise specified, Vendor may propose on any or all items. Vendor should answer all questions related to each item on which Vendor wishes to propose and indicate "No Bid" for those items on which Vendor does not wish to propose. Failure to complete any item in the specifications will be deemed a no bid on that item. The Cooperative will consider items individually and make awards on each item independently, except for related items for which compatibility will be an element of consideration. In such cases, small groups of items may be considered as a unit.

Vendor's Proposal shall specify the regions and/or states that Vendor proposes to serve by completing the appropriate Proposal forms. Vendor shall specify only those regions or states for which Vendor is authorized either under applicable law and/or by the manufacturer to sell the proposed products. If Vendor proposes multiple products, and the regions or states which the Vendor is able to serve and proposes to serve differ by product, Vendor must specify the specific regions or states by product in its Proposal. **A Vendor may not select a region or state in its Proposal where Vendor is unable or unauthorized to sell a proposed product. If it is determined that a Vendor is unable, unauthorized, or refuses to provide any awarded product(s) or service(s) in a region or state specified in Vendor's Proposal, such inability, lack of authorization, or refusal shall be an event of default and subject to all remedies up to and including termination of Vendor's Contract.**

8. "All or Nothing" Awards

Unless otherwise indicated in this Proposal Invitation, "all or nothing" Proposals are **not** acceptable and will be rejected. Vendor must be willing to accept a partial award for any combination of the items or services proposed and must be willing to share the business with any other successful Proposers.

9. Requirements of the Texas Public Information Act; Confidential Information

(a) Vendor Compliance.

The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Proposal Invitation and any awarded Contract, and Vendor agrees that the Contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

Pursuant to Texas Government Code Sections 552.371 and 552.372, to the extent the Contract or any Purchase Order thereunder has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by a governmental body or results in the expenditure of at least $1 million in public funds for the purchase of goods or services by a governmental body in a fiscal year of the governmental body, Vendor shall:

1) preserve all contracting information, as defined in Texas Government Code Section 552.003(7) ("Contracting Information"), related to the Contract or any Cooperative member Purchase Order thereunder as provided by the records retention requirements applicable to the governmental body for the duration of the Contract (including any Purchase Order thereunder);

2) promptly provide to the Cooperative or Cooperative member, as applicable, any Contracting Information related to the Contract that is in the custody or possession of Vendor on request of the Cooperative or Cooperative member; and

3) on completion of the Contract (including any Purchase Order thereunder), either:
   (A) provide at no cost to the Cooperative or Cooperative member, as applicable, all Contracting Information related to the Contract (including any Purchase Order) that is in the custody or possession of Vendor; or
   (B) preserve the Contracting Information related to the Contract (including any Purchase Order thereunder) as provided by the record retention requirements applicable to the Cooperative or Cooperative member, as applicable.

The Cooperative may not accept a Proposal or award a Contract to a Vendor that the Cooperative has determined has knowingly or intentionally failed to comply with Texas Government Code Chapter 552, Subchapter J, in a previous Proposal or Contract unless the Cooperative determines and documents that Vendor has taken adequate steps to ensure future compliance with the requirements of said Subchapter.

(b) Confidential/Proprietary Information.
Proposer must clearly identify information in the Proposal that Proposer considers proprietary or confidential by completing the Confidential/Proprietary Information form. Further, for any other information provided by Vendor to the Cooperative after Contract award (updated catalogs or pricelists, Vendor information, etc.), Vendor shall clearly mark and identify any information that Vendor considers proprietary or confidential. The Cooperative will treat such information as confidential only to the extent allowable under the Texas Public Information Act (Chapter 552 of the Texas Government Code) or similar disclosure law.

If Vendor fails to properly identify information that the Vendor considers proprietary or confidential, the Cooperative shall have no obligation to seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure laws. **The Cooperative and its Administrator will not be responsible for Vendor's failure to clearly identify information Vendor considers confidential or proprietary.** Vendor may be notified of a third-party request for information that Proposer has identified in the Confidential/Proprietary Information form as proprietary or confidential when required by the Texas Public Information Act or similar disclosure law.

By submitting a Proposal, Vendor acknowledges that the Cooperative and the Cooperative Administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

10. Certain Professional Services Excluded
Neither this Proposal Invitation nor any Contract includes services that are required to be procured under the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), including without limitation architecture and professional engineering services.

11. Withdrawal or Modification of Proposal
Vendor may withdraw or modify a submitted Proposal **prior to the Proposal Due Date and time** specified in this Proposal Invitation. A Proposal may be withdrawn only in strict accordance with this section.

Electronic Proposals Submissions: A Proposal submitted electronically through a website designated by the Cooperative for submission of electronic proposals may be withdrawn or modified prior to the Proposal Due Date and time through the same electronic proposal submission website. Vendor's login to the electronic proposal submission website shall be used to verify Vendor's identity. Vendor shall be solely responsible for ensuring only authorized use of its login, following all website instructions, and ensuring that the Proposal is properly withdrawn or modified prior to the Proposal Due Date and time.

Hard Copy Submissions: If a Vendor submitted a Proposal in hard copy electronic format via mail or in person, rather than electronic submission through the designated website, Proposer must submit a written request to the Cooperative Administrator to withdraw the Proposal. The request to withdraw must be signed by an individual authorized to enter into contracts on Vendor's behalf and indicate the individual's title. If the Cooperative Administrator has any question or doubt regarding Vendor's identity or the identity of its Proposal, withdrawal will not be allowed. If the Cooperative Administrator, decides to allow the withdrawal, Vendor's duly authorized representative may be required to complete and sign a written receipt satisfactory to the Cooperative Administrator before the proposal will be released. The decision of the Cooperative Administrator relating to matters concerning withdrawal of a Proposal is final.

A Vendor may resubmit a withdrawn Proposal, or submit a new Proposal, up until the Proposal Due Date and time, provided any new submission meets the requirements of this Proposal Invitation. If Vendor resubmits a Proposal that was withdrawn and makes any change to any document in the Proposal package, the change must be made in accordance with the Cooperative's instructions for Proposal submissions, and Vendor will be deemed to have authorized such change.

Proposals that are in the Cooperative's possession (including Proposals submitted through an electronic proposal submission website designated by the Cooperative) at the Proposal Due Date and time shall be deemed final, conclusive, and irrevocable; and no Proposal will be subject to withdrawal, amendment, or correction by a Vendor after the Proposal Due Date and time specified in this Proposal Invitation. However, pursuant to section B.4 (Deviations from Item Specifications or General Terms and Conditions), the Cooperative reserves the right, in its sole discretion, to seek clarification, communicate and resolve issues around deviations that were submitted in a Proposal, consistent with general procurement principles of fair competition.

12. Certifications

The Proposer's Acceptance and Agreement and Proposal Acknowledgements forms, which are fundamental to and incorporated into this Proposal Invitation, require Vendor to certify to certain matters. Pursuant to and in accordance with such forms, and in addition to the matters set forth therein, Vendor certifies to the following with respect to this Proposal Invitation, the Proposal, and any Contract awarded under this Proposal Invitation.

(a) Non-Collusion Certification

Vendor agrees and certifies to the following, and understands that the penalty for violating this non-collusion certification will be the immediate disqualification of Vendor's Proposal or, if the violation is revealed after Contract award, any remedies allowed by law or the Contract including termination of Vendor's Contract:

1) Neither Vendor nor any business entity represented by Vendor has received compensation for participation in the preparation of the item specifications or these Terms and Conditions related to this Proposal Invitation;
2) The Proposal has been arrived at independently and is submitted without collusion with any other Vendor, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any Proposer an unfair advantage over any other Proposer with respect to the Proposal;
3) Vendor has not accepted, offered, conferred, or agreed to confer, and will not in the future accept, offer, confer, or agree to confer, any benefit or anything of value to any person or entity related to the Cooperative or any of its members in connection with any information or submission related to the Proposal, any recommendation, decision, vote, or award related to the Proposal, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or service related to the Proposal;
4) Neither Vendor, nor any business entity represented by Vendor, nor anyone acting for such business entity, has violated the Federal Antitrust Laws or the antitrust laws of this State with regard to the Proposal, and the Proposal has not been knowingly disclosed, and will not be knowingly disclosed, to any other Proposer, competitor, or potential competitor prior to the opening of Proposals; and
5) No attempt has been or will be made to induce any other person or entity to submit or to not submit a Proposal.

(b) Certification Regarding Ethics, Fair Competition, and Other Matters
Vendor agrees and certifies to the following:

1) Vendor has, or has the ability to obtain, such financial and other resources, including inventories, as may be required to fulfill all the responsibilities associated with the Proposal;
2) Vendor has a high degree of integrity and business ethics, and a satisfactory record of performance;
3) Vendor is an authorized dealer, distributor, or manufacturer for the products or services offered in the Proposal for each region or state Vendor proposes to serve in the Proposal;
4) Vendor has not been notified by any local, state, or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from submitting its Proposal and Vendor would in no other way whatsoever be disqualified to propose or receive any award or Contract related to this Proposal Invitation, and Vendor will comply with any reasonable request from the Cooperative to supply information sufficient to substantiate the foregoing representations;
5) Vendor has provided its valid, proper and correct business entity name and information in its Proposal, that such entity is operating in good standing with the proper authority from whatever state or local jurisdiction is required, and Vendor has obtained, and will continue to maintain during the entire term of the Contract, all permits, approvals, or licenses necessary for lawful performance of its obligations under this Contract;
6) The prices, prompt payment discount terms, delivery terms, distribution allowances and the quality and/or performance (including warranties) of the product or services offered in the Proposal are and will remain the same or better than those offered Vendor's similarly situated customers under similar circumstances, including those offered through other purchasing cooperatives;
7) All pricing offered in the Proposal is and will remain fair and reasonable considering general market pricing for similar goods or services. Vendor has not and will not seek to engage in price gouging or price manipulation including, but not limited to, submitting artificially low pricing in pricelists, catalogs, or other pricing submitted with the Proposal or quotes to Cooperative members in an attempt to secure a Contract or Purchase Order and subsequently attempting to increase such proposed pricing citing market pricing;
8) The products and services offered in the Proposal represent the full and complete products and services Vendor seeks to provide if awarded a Contract. If awarded, except as permitted by Section E.8 (Product Updates and Substitutions) of the Terms and Conditions, Vendor will be limited to awarded products and services included in the Proposal and will not seek to sell non-awarded items using the Contract.
9) The Proposal complies with all federal, state, and local laws concerning these types of products or services, and Vendor will continue to comply with any applicable federal, state, and local laws related to Vendor's activities in connection with the Contract;
10) Vendor will comply with any applicable prevailing wage rate requirements under the federal Davis-Bacon or state or local law, including Chapter 2258 of the Texas Government Code;
11) Vendor will maintain, at Vendor's expense, any insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy, necessary to protect the Cooperative and its members from all claims for bodily injury, death, or property damage that might arise from the performance by Vendor or its employees or its agents of any service under the Contract; however, the existence of such insurance does not relieve Vendor of full responsibility and liability for damages, injury, death, or loss as described or as otherwise provided for by law; and
12) Any false statement contained in the Proposal is a material breach of contract which will void the Proposal or any resulting Contract, and subject Vendor to removal from all proposal lists, and possible criminal prosecution.

13. Proposal Signatures
Vendor must submit its Proposal in strict accordance with the Cooperative's instructions, including having an officer duly authorized by Vendor execute the Proposal. By signing, the signatory warrants that he or she has read and agrees to the terms of the Proposal and is authorized to execute same as a legally binding act of Vendor. A facsimile or electronic signature will be deemed an original.

14. No Reimbursement

Vendor understands and acknowledges the Cooperative will not reimburse or pay Vendor for any expenses Vendor incurs in preparing its Proposal or providing additional information required in connection with the Proposal.

C. Proposal Evaluation

1. General

A Proposal submitted in accordance with this Proposal Invitation will initially be considered for award; however, initial consideration of a Proposal will not constitute an assessment of its meeting the necessary qualifications, and a Proposal may be disqualified at any time during the evaluation process for failure to meet any other terms or conditions contained anywhere else in this Proposal Invitation.

2. Best Value Criteria

The Cooperative evaluates Proposals on the basis of best value to Cooperative members. In evaluating Proposals and determining best value for all Cooperative members, the Cooperative will consider the following criteria:

Best Value Criteria		Maximum Points
1	Price Competitiveness	45
2	Vendor Past Performance	15
3	Vendor Reputation for Goods and Services	15
4	Financial and Technical Resources	15
5	Capability of Servicing Cooperative Members	5
6	Any other relevant factor or requirement listed in this Proposal Invitation	5
TOTAL		100

The Cooperative's evaluation may include Vendor's responses to the forms and other attachments or information included with a Proposal or associated with this Proposal Invitation, including but not limited to Vendor's responses to the Proposal Invitation Questionnaire, as well as any other information at its disposal deemed relevant by the Cooperative in its sole discretion. Only responsive Proposals will be evaluated. Failure to include all required information may result in a Proposal being deemed non-responsive.

As a general matter, the Cooperative seeks to make competitive and indefinite quantity awards to Proposers that give the same or better discounts/pricing than they give their best governmental clients and can provide best value to Cooperative members. Proposers should provide competitive pricing that is the same or better than the pricing provided their best governmental clients. Each Proposal is evaluated on its own merit and determined to be fair and reasonable, including by comparing the price/discounts that Vendor offers other governmental clients.

If this Proposal Invitation requires discount pricing, discount practices may be examined and evaluated, in the Cooperative's sole discretion, based on historical data, sales information, discounts granted to other governmental clients, and/or other market research techniques. The Cooperative may award Contracts to multiple Proposers supplying comparable products or services, also known as a multiple award schedule, or award the Contract to a single Proposer. The Cooperative's decision to make multiple awards or a single award will be based upon the Cooperative's sole discretion regarding the type of award that provides best value to all Cooperative members.

In regard to Vendor past performance, among other factors, the Cooperative may consider a Vendor's breach of contractual obligation on any other active or prior Cooperative contract awarded to Vendor including, but not limited to, nonpayment of service fees by Vendor, its parent company or affiliates and/or Vendor's failure to generate any minimum amount specified in a prior-awarded Cooperative contract.

The Proposal Invitation may also require Proposers to provide certain information in the Proposal Forms for which the Cooperative does not evaluate the Proposer's responses as part of the award criteria set out in this Section C.2. The Cooperative requests such information because it may be relevant to federal, state or local procurement law or other requirements that apply to various Cooperative members. (Cooperative members may also require and request Vendors provide additional certifications and information to meet the Cooperative member's specific procurement requirements prior to making purchases under an awarded Contract.) This information, which will be made available to Cooperative members with respect to awarded Vendors, includes the following:

(a) Resident/Nonresident Certification;
(b) Vendor Employment Certification;
(c) Historically Underutilized Business Certification
(d) EDGAR Vendor Certification.

3. Cooperative Board Decision

The Cooperative reserves the right to waive any or all irregularities, formalities, or other technicalities and to be the sole and independent judge of quality and suitability of any products or services offered. The Cooperative may accept or reject a Proposal in its entirety or may reject any part of a Proposal without affecting the remainder of that Proposal and may award individual items in this Proposal Invitation in any combination or in any way that provides best value to Cooperative members based on the criteria set out in section C.2 (Best Value Criteria) of these Terms and Conditions. The Cooperative may use all means and information at the collective disposal of the Cooperative, Cooperative Administrator, and Cooperative members to evaluate Proposals. The final decision as to the best overall offer(s), including as to pricing and suitability of the proposed products or services to meet the needs of and provide best value to Cooperative members, rests solely with the Cooperative's Board of Trustees.

The Board's decision may be protested only in accordance with the Board's protest procedure policy, which is available from the Cooperative Administrator upon written request. Pursuant to the Board's protest procedure policy, a protest challenging the terms, conditions or form of notice of this Proposal Invitation and accompanying documentation must be received by the Cooperative no later than 5:00 p.m. CST the fifth business day before the Proposal opening date, and a protest challenging an award decision, including proposal evaluations, no later than 5:00 p.m. CST the fifth business day after the award is posted on the BuyBoard vendor website.

D. Contract Award

1. Notice of Award and Related Matters

A Proposal is an offer by Vendor to contract with the Cooperative and Cooperative members in accordance with this Proposal Invitation, including without limitation the item specifications and these Terms and Conditions. A Proposal does not become a Contract unless and until the Proposal is accepted by the Cooperative through the issuance of a written Notice of Award to a successful Proposer, whereupon the Contract becomes binding and enforceable. The Contract may then be utilized by a Cooperative member by the member issuing a Purchase Order for the awarded products or services. Vendor must honor all Purchase Orders issued by Cooperative members during the Contract term in accordance with these Terms and Conditions. The Cooperative may maintain Vendor's contract documents in electronic format for the duration of the Contract term.

The Cooperative reserves the right to allow awarded Vendors to add additional service regions, at the Awarded Pricing, to the Vendor's Contract during the Contract term.

As provided for in detail in section E.11 (BuyBoard Vendor Information and Reporting of Cooperative Member Purchases), all Purchase Orders must be processed through the BuyBoard. All deliveries and financial transactions related to the Purchase Order will occur directly between Vendor and the ordering Cooperative member. As provided for in detail in section E.11(c) (Vendor Invoices), Vendor must provide copies of Vendor Invoices for Cooperative member purchases to the Cooperative Administrator.

2. Applicable Terms and Conditions; Ancillary Agreements

By submitting a Proposal, Vendor specifically agrees that these Terms and Conditions shall apply, subject to any deviations properly submitted by Proposer and **approved by the Cooperative** in accordance with section B.4 (Deviations from Item Specifications or General Terms and Conditions). Following award, Vendor shall not seek to impose on a Cooperative member additional terms, conditions, or ancillary agreements that are inconsistent with, or intended to supersede, the Contract Terms and Conditions. Further, Cooperative members and Vendors do not have the authority to modify these Terms and Conditions.

However, nothing herein shall prevent the Cooperative member and Vendor from negotiating additional ancillary terms applicable to a specific purchase or purchases, consistent with the requirements of these Terms and Conditions, including but not limited to:

(a) Detailed product or service requirements for the specific Cooperative member purchase;
(b) Product delivery times and requirements for the specific Cooperative member purchase;
(c) Performance and/or payment bonds from Vendor as may be required by law or policy or deemed necessary or appropriate by the Cooperative member;
(d) Requirements for Vendor to carry and provide proof of insurance as may be required by law or policy or as deemed necessary or appropriate by the Cooperative member;
(e) Requirements for background checks at Vendor's expense on Vendor employees who will have direct contact with students or staff, or for other reasons;
(f) Other requirements applicable to the purchase as may be required by law, local policy, or deemed necessary or appropriate by the Cooperative member.

Any ancillary terms between a Cooperative member and Vendor must be in writing and signed by a representative of the Cooperative member with all necessary authority to accept the agreement and bind the Cooperative member. All risk of confirming proper authority shall lie with Vendor.

By submitting a Proposal, Vendor understands and acknowledges that Cooperative members are governmental entities, and any provision in any ancillary agreement which requires the Cooperative member to indemnify or hold harmless Vendor, or any other provision not allowed by the laws applicable to the purchasing Cooperative member, shall be void and of no effect. Vendor further acknowledges and agrees that, notwithstanding anything in any ancillary agreement, including a product warranty, to the contrary, the laws applicable to such agreement shall be the laws of the state in which the Cooperative member is located. This provision supersedes any provision in any ancillary agreement to the contrary.

Any attempt by Vendor to deviate from this section in Vendor's Proposal shall be deemed rejected. Further, any attempt by an awarded Vendor to impose terms and conditions on a Cooperative member that are inconsistent with the requirements of this section shall be an event of default under the Contract and subject to all remedies up to and including termination of Vendor's Contract.

Nothing in any ancillary agreement between a Cooperative member and Vendor shall affect the Terms and Conditions of the Contract as between the Cooperative and Vendor.

3. Piggyback Contract and Other Entity Clause

It is the Cooperative's intent that other governmental entities throughout the United States, as well as the administrator's nonprofit entity BuyBoard subscribers, have the opportunity to purchase the goods or services awarded under the Contract at the same pricing and according to these Terms and Conditions, subject to applicable state law, through a piggy-back award or similar agreement. To the extent applicable, Vendor must offer and sell the awarded goods and services to such other organizations and entities in accordance with Vendor's Proposal, including without limitation the State Service Designation form and the National Purchasing Cooperative Vendor Award Agreement.

E. Contract Performance

1. Contract Term

(a) Term. The term of the Contract is for the initial term stated in this Proposal Invitation, which term begins on the date specified in the Notice of Award. Unless otherwise stated in this Proposal Invitation, the Contract may be renewed for two additional one-year terms as provided for in this section E.1. In the event the Contract term will expire before the Cooperative awards a successor contract for the categories of awarded products or services, the Contract may be extended beyond the expiration date on a month-to-month basis, or such other term as determined by the Cooperative, upon the agreement of the Cooperative and Vendor, provided that the Awarded Pricing does not increase during such extension. A reference to "Contract term" in these Terms and Conditions means the initial term and any renewal term.

(b) Survival. The Contract shall govern the Vendor's and the Cooperative member's rights and obligations with respect to any Purchase Order issued during the Contract term and afterwards with respect to any Purchase Order or purchase bound by the Cooperative member for specified goods or services **before** the Contract award period ended. This includes, but is not limited to, the Vendor's obligations to pay to the Cooperative all applicable service fees as required by section E.12 (Service Fees) of these Terms and Conditions for such Purchase Orders.

(c) Renewals. Vendor has no right to or vested interest in a Contract renewal. The Cooperative will evaluate the Contract award prior to the expiration of the then current Contract term (initial or renewal) and reserves the right to not renew the Contract based on factors that may include, but are not limited to, the annual amount of business, Vendor's performance (including, but not limited to, compliance with the Terms and Conditions), and the continued provision of best value to Cooperative members. With respect to annual amount of business, Vendor must generate the minimum amount specified in the General Information document associated with this Proposal Invitation through the Contract, during both the initial and the first renewal term, or may not be offered a second renewal term. A Vendor's failure to generate this minimum amount may also be considered by the Cooperative as part of Vendor's past performance evaluation on future proposal invitations. A renewal must be agreed to by the Cooperative and Vendor. Vendor must promptly, and before the start of the renewal term, notify the Cooperative in writing if Vendor does not accept a renewal offered by the Cooperative or Vendor will have been deemed to have accepted the renewal.

2. Prevailing Wages, Bonding and Insurance Requirements

Vendor must comply with any applicable prevailing wage rate requirements under the federal Davis-Bacon and/or state or local law, including but not limited to Chapter 2258 of the Texas Government Code.

Vendor must provide any applicable performance and payment bonds as required by law, including but not limited to Chapter 2253 of the Texas Government Code, or as requested by a Cooperative member.

Vendor must maintain appropriate and sufficient insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy, necessary to protect Vendor and the Cooperative and its members from all claims for bodily injury, death, or property damage that might arise from the performance by Vendor or its employees or agents of any service under the Contract; however, the existence of such insurance does not relieve Vendor of full responsibility and liability for damages, injury, death, or loss as described or as otherwise provided by law.

3. Awarded Items Only May Be Sold; Conformity to Item Specifications

If awarded a Contract, Vendor may only offer under the Contract those products and services included in Vendor's Proposal and awarded to Vendor by the Cooperative ("Awarded Items"). For awards based on catalogs or pricelists, Awarded Items shall include only those items within the specification category or categories awarded to Vendor that were included in the catalog(s) or pricelist(s) submitted with Vendor's Proposal or as updated when and if permitted

by section E.8 (Product Updates and Substitutions). Any attempt by Vendor to sell items other than Awarded Items under the Contract shall be an event of default under the Contract.

Vendor warrants that the Awarded Items Vendor provides under the Contract will conform to the item specifications and other requirements of this Proposal Invitation (except to the extent and as specifically noted as deviations in Vendor's Proposal), and will be free from all defects in material, workmanship and title. Vendor further warrants that (i) Vendor has obtained, and will continue to maintain during the entire term of the Contract, all permits, approvals, and/or licenses necessary for lawful performance of Vendor's obligations under the Contract; (ii) Vendor will comply with all applicable state, federal and local laws, rules, and regulations in regard to Awarded Items, and (iii) all Awarded Items provided under the Contract meet all applicable legal standards and requirements, including OSHA standards and regulations, and that any electrical items bear the appropriate listing from US, FMRC, NEMA, or UL Laboratories.

If Vendor provides a product that does not conform to an item specification, including delivering a product other than the specific brand and model of the product awarded, the ordering Cooperative member may reject the product when delivered and terminate the Purchase Order, at no cost or penalty to the member.

If Awarded Items include chemicals or other products that customarily require Material Safety Data Sheets (MSDS), Vendor must include the MSDS with the first shipment of the product to a Cooperative member during the Contract term. Vendor must provide additional MSDSs to Cooperative members upon request, promptly and at no additional cost.

4. Awarded Pricing

Awarded pricing shall be based on the line item or unit pricing, discount off catalog or pricelist, not-to-exceed hourly labor rates, or other pricing structure as set forth in the Proposal Invitation, submitted in Vendor's Proposal, and approved by the Cooperative ("Awarded Pricing"). Except as provided in this section E.4 or otherwise in this Proposal Invitation, Vendor shall hold Awarded Pricing firm during the Contract term.

(a) Price Increases

Except as expressly permitted by these Terms and Conditions, Vendor has no contractual right to make price increases during the Contract term. The Cooperative reserves the right to reject any or all price increases it deems not representing best value to Cooperative members.

1) Line Item/Unit Pricing

Unless otherwise provided in the Proposal Invitation, for awards based on not-to-exceed line item or unit pricing, Vendor may submit updated pricing reflecting manufacturer or similar market-wide price increases that occur during the Contract term to the Cooperative, subject to the following requirements:

(A) No price increases will be permitted or accepted between the time of Vendor's Proposal submission and Contract award.
(B) Unless otherwise provided in the Proposal Invitation or approved by the Cooperative Administrator in writing, Vendor shall be required to keep the Awarded Pricing firm for the first year of the Contract Term; thereafter, Vendor may submit updated pricing no more frequently than annually for each subsequent year of the Contract Term.
(C) Vendor must promptly provide all such supporting documentation, including manufacturer documentation, as the Cooperative, by and through the Cooperative Administrator, may require to support price increases;
(D) Information on price increases must be provided in such format as may reasonably be required by the Cooperative Administrator;
(E) All price increases must be supported by manufacturer price changes or similar market changes; and
(F) Updated pricing must be limited to Awarded Items or the updated pricing may be rejected in its entirety. The Cooperative may deem any attempt by Vendor to included non-awarded items in updated pricing as an attempt to sell non-awarded items which is an event of default under the Contract.

2) Discount Off Catalog or Pricelist

For awards based on discount off catalog or pricelist, Vendor shall hold all awarded discount percentages firm during the Contract term. However, Vendor may submit updated pricelists or catalogs reflecting manufacturer or similar market-wide price increases that occur during the Contract term to the Cooperative, subject to the following requirements:

(A) No catalog or pricelist price increases, including website-based catalogs or pricelists, will be permitted or accepted between the time of Vendor's Proposal submission and Contract award;
(B) Following Contract award, Vendor may submit updated pricelists or catalogs to the BuyBoard no more frequently than 180 days from the date of Vendor's last pricelist or catalog unless otherwise provided in the Proposal invitation or otherwise approved by the Cooperative Administrator in writing;
(C) Vendor must promptly provide all such supporting documentation, including manufacturer documentation, as the Cooperative, by and through the Cooperative Administrator, may require to support price increases;
(D) Pricelists or catalogs must be provided in such format as may reasonably be required by the Cooperative Administrator;
(E) All price increases must be supported by manufacturer price changes or similar market changes; and
(F) Updated pricelists or catalogs must be limited to Awarded Items or the pricelist/catalog may be rejected in its entirety. The Cooperative may deem any attempt by Vendor to include non-awarded items in updated pricelists/catalogs as an attempt to sell non-awarded items which is an event of default under the Contract.

3) Labor Rates

Unless otherwise provided in the Proposal Invitation, for Awarded Pricing based on not to exceed hourly labor rates, Vendor may not increase Awarded Pricing during the Contract term unless changes to prevailing wage rates under state, local, or federal law applicable to the work to be performed support higher rates. In such event, the Vendor must notify the Cooperative and, upon request, promptly provide such documentation as the Cooperative may require to support the requested labor rate increase. Unless required by law, no rate increases will be permitted or accepted between the time of Vendor's Proposal submission and Contract award. Following Contract award, Vendor may submit updated labor rates no more frequently than 180 days from Vendors last hourly labor rate submission unless otherwise provided in the Proposal Invitation, otherwise approved by the Cooperative administrator in writing, or otherwise required by law.

For Awarded Pricing based on a coefficient to be applied to a unit price book, coefficients shall remain firm for the full Contract Term and are not subject to change.

(d) Price Decreases

Regardless of the pricing method specified, in the event Vendor decreases the price of awarded products or services below the Awarded Pricing for Vendor's other customers in similar market circumstances, Vendor must offer such decreased pricing to Cooperative members under the Contract.

Further, Cooperative members may negotiate with Vendor, through the BuyBoard request for quotes (RFQ) function or otherwise, to obtain lower prices for Awarded Items based on volume or other factors. Nothing herein shall prohibit Vendor from offering pricing lower than the Awarded Pricing.

(e) Exceeding Awarded Pricing Prohibited

If it is determined that a Vendor has sold Awarded Items to Cooperative members through the Contract at a price higher than the applicable Awarded Pricing, Vendor shall be in default of its Contract and subject to all remedies up to and including termination.

(f) Service Fee Included in Awarded Pricing

Unless specified otherwise in this Proposal Invitation, the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions is included in the Awarded Pricing.

5. Packaging, Transportation, and Delivery

Unless otherwise provided for in this Proposal Invitation, all tangible goods included in this Proposal Invitation must be packaged in containers that are new, appropriately designed for the product, and sturdy enough to protect the product during loading, transit, unloading, and storage, and be suitably packed to secure the lowest transportation costs. Products for which palletizing is appropriate must be delivered on standard and industry acceptable pallets for the products to be delivered in good, serviceable condition.

Vendor is responsible for paying all freight, delivery, handling and other charges incurred in transporting and delivering products to a Cooperative member, and for the risk of loss until the product is delivered to and accepted by the Cooperative member. Freight, delivery, handling and other charges incurred in transporting and delivering products to a Cooperative member are to be prepaid by Vendor. Vendor may collect the actual amount of such charges after delivery and acceptance, provided that the charges (a) are reasonable, (b) were disclosed to the Cooperative member, if requested, and in all instances in which the charges exceed ten percent (10%) of the total cost of the order, prior to shipment; (c) are itemized and shown separately on the member's invoice; and (d) are supported by appropriate documentation submitted with the invoice.

Except for items that have hidden defects or that do not meet specifications, title and risk of loss to products pass to a Cooperative member upon the member's actual receipt and acceptance of the product at the point and time of delivery. Unless otherwise noted in the Proposal (as a deviation) or the Purchase Order, Vendor must deliver or provide awarded products or services within 10 business days after receipt of a Cooperative member's Purchase Order. Vendor must immediately notify the Cooperative member's primary contact of any anticipated or actual delay and document the notice in writing, and the member may extend the delivery time or cancel the order if the delay is unacceptable. If the Cooperative member has not received notice of the delay as required by this section, the member may, at its discretion, return to Vendor any items received after the due date, at Vendor's expense and without liability or penalty to the member. When the needs of a Cooperative member require immediate response, the right to pick up tangible goods, if part of this Proposal Invitation, on an "over the counter" basis must be available for the majority of the awarded tangible goods. In these circumstances, the Cooperative member's personnel may pick up the products at Vendor's warehouse location. Additionally, a Cooperative member may request emergency delivery, and Vendor must use its best efforts to comply with rush or emergency requests. If Vendor cannot fulfill the emergency delivery requirement, the member may procure the products or services from alternative sources without penalty. Time is of the essence in Vendor's performance of the Contract.

6. Packing Lists, Invoices and Payments

(a) Packing Lists, Vendor Invoices

Packing lists or other suitable shipping documents must accompany each shipment of tangible goods included in this Proposal Invitation and state: (a) Vendor's name and address; (b) Cooperative member's name and address or delivery location; (c) Cooperative member's Purchase Order number; (d) descriptive information identifying the item(s) delivered, including quantity, item number, product code, item description, and total number of containers; and (e) copies of all product warranties for the item(s) delivered. Vendor must submit separate invoices, in duplicate, on each Purchase Order after each delivery. Invoices must (a) contain the information stated above; (b) separately itemize any transportation and delivery charges, and include associated documentation; (c) include a properly signed copy of the delivery receipt; and (d) be mailed directly to the ordering Cooperative member. Unless specified otherwise in this Proposal Invitation, the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions is included in the Awarded Pricing and must not be separately itemized in the invoice.

Vendor shall provide copies of Vendor Invoices to the Cooperative in accordance with the requirements of section E.11(c) (Vendor Invoices).

(b) Payments

Payment by the Cooperative member is due after a Cooperative member's receipt and acceptance of ordered products or services and the documentation identified above, including a complete and correct invoice, in accordance with the Texas Prompt Payment Act (Chapter 2251 of the Texas Government Code). A Cooperative member is not responsible for products delivered or invoiced without a valid purchase order number.

A Cooperative member's obligation to Vendor is payable only and solely from funds available for the purpose of the purchase. Lack of funds will render a Cooperative member's Purchase Order null and void to the extent funds are not available and any delivered but unpaid product will be returned to Vendor. Neither the Cooperative nor TASB is liable or responsible for any payment owed Vendor by a Cooperative member under the Contract.

7. Product Inspection, Testing, and Defective Items

Products supplied under the Contract must be delivered in the best possible condition, be covered by the product warranties provided by Vendor and/or the product manufacturer to other customers, and are subject to inspection, testing, and approval by the Cooperative or a Cooperative member. Tests may be performed on samples taken from any regular shipment of the product. In the event a tested product fails to meet or exceed all requirements of the item specifications or these Terms and Conditions, Vendor must pay the cost of the samples and/or the testing. Upon receipt of notification from the Cooperative or Cooperative member, Vendor must replace and, for tangible goods, pick up the defective product within five business days or on the next service date, whichever is sooner, without charge for the replacement or delivery. Additionally, the Cooperative or member may dispose of defective products that are not picked up and replaced by Vendor, without cost. Products damaged in shipment are considered defective for purposes of the foregoing. Latent defects discovered after delivery and acceptance of any products may result in revocation of the acceptance of such products. The Cooperative or Cooperative member must have access to Vendor's place of business during normal business hours for the purpose of inspecting any awarded product.

8. Product Updates and Substitutions

Vendor's Proposal must specify the products or services Vendor proposes to provide under each category of the Proposal Invitation specifications. Vendor shall only be permitted to provide those products or services specified in the Proposal for the category or categories under which Vendor is awarded under the Contract. Except as provided in this section E.8, the Cooperative will not accept additions or substitutions to any of the product(s) listed in the Proposal after a Notice of Award has been issued.

(a) Updated Catalogs

If a manufacturer catalog submitted with Vendor's proposal is later updated with products within the same Proposal Invitation category or categories, including new products not previously available in the awarded product category, Vendor may substitute the updated catalog for the awarded product or catalog. Notwithstanding the forgoing, updated catalogs shall **not** be permitted to include any of the following:

1) Items that are outside the category or categories under which Vendor was awarded;
2) Items that, in the reasonable discretion of the Cooperative, do not meet the intent of the awarded specification category;
3) Items that were available in the market at the time of the submission of Vendor's Proposal which Vendor either elected not to include or neglected to include with Vendor's Proposal; or
4) Products from manufacturers or brands not specifically included in Vendor's Proposal in the applicable specification category.

(b) Substitutes

If an awarded product or catalog of products is discontinued by the manufacturer and the same manufacturer offers an equivalent replacement product or catalog, Vendor may substitute the replacement product or catalog for the awarded product or catalog.

Vendor shall submit all reasonable supporting documentation requested by the Cooperative Administrator regarding any catalog updates or product or catalog substitutions. The Cooperative, by and through the Cooperative Administrator, reserves the right to reject, in its sole discretion, any catalog updates or product or catalog substitutions.

9. Product and Service Guarantees and Warranties

Vendor shall extend such warranties on Awarded Items, including the installation thereof if such installation is provided by Vendor, as are normally provided to other customers of Vendor. All services shall be performed in a good and workmanlike manner consistent with industry standards. Unless a deviation is submitted by the Vendor with its proposal and accepted by the Cooperative pursuant to section B.4 (Deviations from Item Specifications or General Terms and Conditions) or unless a different warranty is required by a Cooperative member Purchase Order or ancillary agreement, a minimum of a 90-day product or service guaranty or the manufacturer's standard commercial warranty, whichever is greater, will apply to all awarded products and services. At a minimum, all product warranties must provide for replacement of defective merchandise, parts, and labor, and include pick-up of the defective merchandise from the location specified by the Cooperative member and delivery of the replacement(s) to the same location. In addition, such warranty shall include curing any defects in connection with any Vendor installation of the product at no additional cost to the member. The warranty period is effective from the date the Cooperative member accepts the product or the date the service is completed and accepted by the Cooperative member. No waiver of implied warranties shall be effective unless explicitly approved by a Cooperative member in writing in accordance with section D.2 (Applicable Terms and Conditions; Ancillary Agreements).

Vendor shall respond to any reasonable requests for information from the Cooperative, the Cooperative Administrator, or a Cooperative member pertaining to concerns regarding public health or safety in relation to Awarded Items and provide such documentation as may be reasonably requested. In the event of any product recalls affecting Awarded Items, Vendor shall notify the Cooperative Administrator and any Cooperative members who made purchases from Vendor for such recalled products in writing as soon as practicable of the recall and proposed action. At a minimum and without waiving any other requirements under the Contract, law, or Cooperative member Purchase Order or ancillary agreement, Vendor shall be required to take all action required by law or greater remedy as may be offered by Vendor to other customers with respect to recalled products, including but not limited to, prompt replacement and/or refunds.

10. Multiple Distribution Centers, Single Point of Contact, and Designated Dealers

If tangible goods are included as part of Vendor's Awarded Items and Vendor delivers products out of more than one warehouse or distribution center, all warehouses or distribution centers involved in the distribution plan must carry or have timely access to all Awarded Items and must be able to respond to orders in a timely manner. Except as expressly permitted in this Proposal Invitation, product substitutions are not allowed, and the involvement of multiple distribution centers does not alter any restriction against product substitution.

The Cooperative and Cooperative members will have **one Vendor contact person** for overall contract management relative to the Contract, even if Vendor uses multiple distribution centers or designated dealers, and the Cooperative and its members will not be required to deal with multiple Vendor contacts for overall contract management.

If Vendor is a manufacturer that sells products through a dealer network, Vendor may request to designate a dealer or multiple dealers ("Designated Dealer" or "Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf by completing and submitting to the Cooperative Administrator the information required on the Manufacturer Dealer Designation form contained in the Proposal Invitation and, if requested, such other information as the Cooperative Administrator may reasonably require.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. Vendor shall remain responsible and liable for all obligations under the Contract and the

performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract. Vendor shall remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

Further, Vendor acknowledges and agrees that, if Vendor opts to submit Designated Dealers under the Contract, Vendor is responsible for ensuring the accuracy, maintenance, and updating of the Designated Dealer information provided to the Cooperative and ensuring and confirming such information has been received by the Cooperative Administrator in such form as the Cooperative Administrator may reasonably require. Vendor authorizes the Cooperative Administrator, in its sole discretion, to list any Vendor Designated Dealers on the BuyBoard website and authorizes the Designated Dealer(s) to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative Administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

11. BuyBoard Vendor Information and Reporting of Cooperative Member Purchases

(a) BuyBoard Website and Vendor Information

The awarded Contract will be posted on the BuyBoard website as an online marketplace. By submitting a Proposal, Vendor consents to the posting of all Proposal and product information provided by Vendor including, but not limited to, Vendor's Proposal, contact information, product catalogs, and product pricing on the BuyBoard website for Cooperative members. Vendor further authorizes the Cooperative, the Cooperative Administrator, and any third-party contractor providing services for the BuyBoard website to receive and relay such information to Cooperative members electronically, including via electronic punch out from the BuyBoard website.

Posting of Vendor information on the BuyBoard website or other relay of Vendor information by the Cooperative to Cooperative members shall be for the convenience of Cooperative members and Vendors only and shall not be deemed a contractual obligation or duty on the part of the Cooperative. Whether and when to post information to the BuyBoard website shall be in the sole discretion of the Cooperative. To the extent Vendor pricing or catalog information is posted on the BuyBoard website and Vendor subsequently submits updated pricing or catalog information in accordance with sections E.4 or E.8 of the Terms and Conditions, as applicable, the Cooperative Administrator shall have a reasonable time (which in no event shall be less than 10 business days, and may be longer depending on circumstances) to review the information and, if accepted in accordance with the Terms and Conditions, update the information. Vendor shall continue to honor all prior pricing and catalogs and shall not be permitted to sell products or services to Cooperative members using updated pricing or catalog information until all required information has been received and updated by the Cooperative Administrator. It is the responsibility of Vendor to timely provide all pricing and catalog information in the format required by the Cooperative Administrator and respond to requests for additional information from the Cooperative Administrator to avoid delays in information being updated. As provided in sections E.4 and E.8 of these Terms and Conditions, the Cooperative reserves the right to reject any or all price increases or catalog updates.

Neither the Cooperative nor the Cooperative Administrator shall be liable to any party for information provided by Vendor or for any errors in Vendor information posted to the BuyBoard website or relayed to Cooperative members. Vendor shall be fully responsible and liable to the Cooperative, the Cooperative Administrator, and Cooperative members for all information provided by Vendor related to the Proposal Invitation, Contract and/or for posting on the BuyBoard website including, but not limited to, catalogs and pricelists. Vendor shall not upload, enter, or submit any information that may infringe the intellectual property rights of any third party or that contains software viruses or any other code, files, or programs that may damage or disrupt any software,

hardware, or equipment. To the extent Vendor discovers any error in information on the BuyBoard website, Vendor shall promptly advise the Cooperative Administrator in writing at contractadmin@buyboard.com. Vendor shall also confirm the accuracy of all product and pricing information in Purchase Orders prior to acceptance and promptly notify the Cooperative member and Cooperative of any potential errors.

By submitting a Proposal, Vendor certifies that Vendor has read the BuyBoard Technical Requirements contained in this Proposal Invitation and, if awarded a Contract, will comply with all requirements therein except as specifically indicated by Vendor in the Acknowledgement of BuyBoard Technical Requirements form. To the extent Vendor has acknowledged the ability to comply with the BuyBoard Technical Requirements, Vendor's subsequent failure or refusal to comply shall be deemed an event of default under the Contract. To the extent Vendor is unable to meet the applicable BuyBoard Technical Requirements, Vendor acknowledges that, if awarded a Contract, information available on the BuyBoard for Vendor's awarded products or services may be more limited than other Vendors, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.

The BuyBoard Technical Requirements may be updated from time to time, and Vendor agrees to use best efforts to comply, if able, with updated requirements.

In using the BuyBoard Website, Vendor agrees to comply with BuyBoard Terms and Conditions of Use and BuyBoard Privacy Policy ("BuyBoard Website Terms") which are available on the website and may be updated from time to time. The BuyBoard Website Terms supplement the Contract. In the event of any conflict between the Contract and the BuyBoard Website Terms, the Contract shall prevail.

(b) Purchase Order Reporting

A Cooperative member may make purchases from Vendor under the Contract by issuing a Purchase Order to procure Awarded Items. **All Purchase Orders generated by or under the Contract must be processed through the BuyBoard. Except as expressly authorized in writing by the Cooperative Administrator, neither Vendor nor any Vendor Designated Dealer is authorized to process a Purchase Order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative.** To the extent Vendor or Vendor's Designated Dealer receives a Purchase Order directly from a Cooperative member that Vendor has reason to believe has not been received by the Cooperative or processed through the BuyBoard, Vendor shall promptly provide a copy of the Purchase Order to the Cooperative Administrator.

A Vendor may request authorization to self-report Cooperative member purchases by completing the Vendor Request to Self-Report BuyBoard Purchases form included in the Proposal Invitation or such other form as may be required by the Cooperative Administrator. Any request must be submitted in writing and is subject to written approval by the Cooperative Administrator. To the extent that a Vendor is authorized in writing by the Cooperative administrator to self-report Cooperative member purchases under the Contract, Vendor shall be required to comply with all additional terms and conditions imposed by the Cooperative as part of such authorization.

The Cooperative may, from time to time, in its reasonable discretion, provide instructions and modify the procedures for reporting Purchase Orders under the Contract by providing Vendor at least 30 days advance written notice. Vendor acknowledges and agrees that notice provided via electronic mail to the Purchase Order contact designated by Vendor in Vendor's Proposal, or subsequently updated in writing, shall satisfy this requirement. Continued acceptance of Purchase Orders and/or any Contract renewal by Vendor shall constitute acceptance of any modified Purchase Order procedures.

The intent of the Cooperative member to purchase through the Cooperative Contract is paramount. The method or timing of reporting a Purchase Order to the Cooperative shall not alter the nature of the transaction as a BuyBoard purchase or relieve Vendor of the obligation to pay the service fee on such purchase.

Vendor and any Vendor Designated Dealer must maintain the computer and telephone hardware necessary to provide for the electronic receipt of Purchase Orders and pay such costs and fees as may be imposed by a supplier or service provider for the software, equipment and service required to use the BuyBoard.

(c) Vendor Invoices

To further document and report Cooperative member purchases under the Contract, Vendor shall provide the Cooperative with copies of Vendor Invoices for all Cooperative member purchases under the Contract. Vendor shall submit copies or reports of Vendor Invoices to info@buyboard.com promptly upon generation of the invoice. Vendor shall ensure that the Contract number and member Purchase Order number is included with the Vendor Invoice.

In lieu of providing copies of individual Vendor Invoices, Vendor may provide monthly reports of Vendor Invoices to info@buyboard.com no later than the 10th day of the month. The monthly Vendor Invoice reports shall include a list of all invoices billed by Vendor during the preceding month to Cooperative members for purchases under the Contract. Monthly Vendor Invoice reports shall include any and all information reasonably required by and be in such format as may be reasonably required by the Cooperative Administrator. At a minimum, Vendor Invoice reports shall include the Cooperative member name, Purchase Order number, general description of the purchase including Contract number and Contract category under which the purchase was made, and invoice amount.

Vendor agrees to cooperate, and to require any Vendor Designated Dealer(s) to cooperate, with the Cooperative to promptly provide such reasonable information and documentation as the Cooperative Administrator may require regarding Purchase Orders received by Vendor and Vendor Invoices issued by Vendor under the Contract.

12. Service Fee

Vendor must pay the Cooperative the service fee specified in this Proposal Invitation and, unless this Proposal Invitation provides otherwise, the service fee is included in the Awarded Pricing. Except as otherwise provided in this section E.12, Vendor must remit the service fee to the Cooperative in Austin, Texas, within 30 days of the date of each service fee invoice.

Service fees shall be deemed incurred on the date of Vendor's receipt of payment for products or services by the Cooperative member. To the extent that a Vendor disputes any service fee listed in a service fee invoice, including but not limited to assertions that the purchase on which the fee is based has yet to be delivered or paid (e.g. special orders), was canceled by the Cooperative member, or is a duplicate purchase order, the Vendor must notify the Cooperative of the dispute in writing **no later than the 90th day after the original invoice date** ("Dispute Period") by returning a copy of the invoice or statement of outstanding balances to the Cooperative Administrator with each disputed item marked and the basis for dispute provided. To the extent that the disputed service fees have been paid by Vendor, any request for a refund must be provided to the Cooperative Administrator in writing, with supporting documentation, no later than the last day of the Dispute Period. Vendor agrees to cooperate, and require any Vendor Designated Dealer(s) or billing agent to cooperate, with the Cooperative Administrator in attempting to reconcile and resolve disputed fees and shall provide such reasonable information and documentation as the Cooperative Administrator may require to review the disputed fees to the satisfaction of the Cooperative Administrator's staff. Any service fees for which the Cooperative Administrator has not received a notice of dispute or request for refund within the Dispute Period as set forth herein shall be deemed conclusively due and owing and no longer subject to dispute or claim for refund.

Unpaid service fees will be subject to collection in accordance with the Cooperative's Board policy on vendor invoicing and collections, which is available from the Cooperative Administrator on request.

A Vendor may designate a billing agent to receive Cooperative service fee invoices on Vendor's behalf. Such designation must be made in writing by an authorized representative of Vendor and properly submitted to the Cooperative Administrator in such form as the Cooperative Administrator may reasonably require. However, in so doing, Vendor acknowledges and agrees that such designation shall be for Vendor's convenience only and Vendor

shall remain responsible for all obligations under the Contract, including payment of service fees, and shall remain subject to all remedies for default in payment thereof.

Vendor agrees to provide the Cooperative with copies of all Purchase Orders generated by or under the Contract that are received directly from Cooperative members, Vendor Invoices, and/or such other documentation regarding those Purchase Orders as the Cooperative Administrator may require in its reasonable discretion. Additionally, the Cooperative has the right, upon reasonable written notice, to review Vendor's records pertaining to purchases under the Contract with Cooperative members to verify purchase history and the accuracy of service fees payable from Vendor.

13. Disclaimer of Warranty and Limitation of Liability

THE COOPERATIVE AND TASB (BOTH D/B/A BUYBOARD) DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO THE AVAILABILITY, ACCURACY, CONTENT OR ANY OTHER ASPECT OF ANY INFORMATION, PRODUCT, OR SERVICE FURNISHED UNDER THE CONTRACT AWARD, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITH RESPECT TO ANY AND ALL CAUSES OF ACTION ARISING UNDER OR RELATED TO THE CONTRACT, NEITHER THE COOPERATIVE NOR TASB, NOR THEIR RESPECTIVE OFFICERS, BOARD MEMBERS, EMPLOYEES OR AGENTS, IS LIABLE TO VENDOR UNDER ANY CIRCUMSTANCES FOR LOST REVENUE, DATA OR PROFITS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, EVEN IF THE COOPERATIVE AND/OR TASB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY PROVIDED BY LAW, IN NO EVENT WILL THE COOPERATIVE AND/OR TASB'S TOTAL JOINT LIABILIY TO VENDOR EXCEED THE AMOUNT OF THE SERVICE FEE PAID BY VENDOR DURING THE TWELVE MONTHS IMMEDIATELY PRECEEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

Neither the Cooperative nor TASB is in any way liable to Vendor for a Cooperative member's performance or nonperformance of the member's obligations under the Contract or Purchase Order.

14. Sales Tax

Cooperative members are governmental entities which are generally exempt by law from the payment of state sales tax and federal excise tax. Vendor may request a Cooperative member to provide a tax exemption certificate, or the member may establish its tax-exempt status by including tax exemption information or tax exemption certificate with the Purchase Order as authorized under law. Vendor is responsible for collecting such taxes, if any, as may be due from a Cooperative member and remitting payment to the appropriate taxing authority.

15. Use of BuyBoard Logo and Trade Name

The BuyBoard trade name and logo are proprietary to TASB and have been specifically licensed by TASB to the Cooperative. Vendor may not use, display, or otherwise distribute the BuyBoard logo or trade name except in strict accordance with the Cooperative's written guidelines posted on the BuyBoard website.

16. Indemnification

Vendor agrees to defend, indemnify, and hold harmless the Cooperative, TASB, and Cooperative members, and their officers, board members, agents and employees, from and against all third-party claims, actions, suits, liability, liens, loss and damage of any character, type, or description, including without limitation all expenses of litigation, court costs and attorney's fees, arising out of or related to (a) injury or death to any person or damage to any property related to the acts of Vendor or its agents, subcontractors, or employees in the execution of or performance under the Contract or a Purchase Order, as applicable; and (b) Vendor's negligence, misconduct, breach of contract or other failure to comply with its obligations in the execution or performance under the Contract or a Purchase Order, as applicable.

17. Intellectual Property Infringement by Vendor

Without limiting the scope of section E.16 (Indemnification) of these Terms and Condition, if any claim is asserted, or action or proceeding brought against the Cooperative, the Cooperative Administrator, or a Cooperative member that alleges that either (1) all or any part of the products or services supplied by Vendor, in the form supplied or modified by Vendor, or its subcontractors pursuant to Vendor's sole directions, or (2) any information provided by Vendor or its designated dealers or agents to a Cooperative member, the Cooperative, or the Cooperative Administrator (including, but not limited to, information submitted by Vendor to the Cooperative or Cooperative Administrator for the BuyBoard website), infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, the Cooperative, Cooperative Administrator, or Cooperative member upon its awareness, shall give Vendor prompt written notice thereof. Vendor shall defend, and hold the Cooperative, the Cooperative Administrator, and the Cooperative member harmless against any such claim or action and shall indemnify the Cooperative, the Cooperative Administrator, and Cooperative member against any liability, damages and costs resulting from such claim. In addition, if, in any such suit arising from such claim, the continued use of the product for the purpose intended is enjoined by any court of competent jurisdiction, unless otherwise agreed in writing by the Cooperative member, Vendor shall, at its expense and option, either (a) procure for the Cooperative member the right to continue using the product; (b) modify the product so that it becomes non-infringing; (c) replace the product or portions thereof so that it becomes non-infringing; or (d) allow the Cooperative member to return the product or cancel the service and refund the purchase price (less reasonable depreciation for use, if applicable.)

18. Remedies for Default and Termination of Contract

(a) Default and Termination of Cooperative Contract

Except as otherwise provided for in these Terms and Conditions, either party (Cooperative or Vendor) may terminate the Contract in whole or in part in the event of the other party's substantial failure to fulfill its obligations under the Contract through no fault of the terminating party; provided, however, that the defaulting party is given at least 10 business days prior written notice of the default and intent to terminate (delivered by certified mail, return receipt requested, or other method that similarly documents receipt), and, to the extent the default is capable of being cured, a 10 business day opportunity to remedy the default to the satisfaction of the terminating party (or, in the event of default based on Vendor's failure to timely remit the service fee due the Cooperative, such longer cure period as may be established by Cooperative policy.)

At the Cooperative's option and in addition to any other remedies it may have available, the Cooperative may terminate the Contract if Vendor fails to adhere to or violates any of the provisions of these Terms and Conditions, including the certifications. Without limiting the scope of the foregoing, one or more of the following constitute grounds for termination:

1) Materially misleading or false statement(s) in Vendor's Proposal;
2) Delivery of product or services that fail to meet the item specifications;
3) Delivery of product or services that are defective or substandard or fail to pass product inspection;
4) Delivery of a product substitution, except as specifically authorized by the Contract;
5) Failure to meet required delivery schedules;
6) Failure to timely supply Awarded Items at the Awarded Pricing;
7) Failure to timely remit any service fee due the Cooperative under the Contract or any other BuyBoard contract with Vendor, its parent company, or affiliates;
8) Failure to provide, within a reasonable time and where required by the Contract, information reasonably requested by the Cooperative or Cooperative Administrator including, but not limited to, information requested under sections E.11 (BuyBoard Vendor Information and Reporting of Cooperative Member Purchases) or E.12 (Service Fees) of these Terms and Conditions;
9) Processing a Purchase Order received directly from a Cooperative member, without prior written approval from the Cooperative Administrator;

10) Providing architectural or engineering services under the Contract that must be procured pursuant to the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code);
11) Selling non-awarded products or services under the Contract or any other BuyBoard contract; or
12) Vendor refusal, inability, or loss of ability to offer or provide Awarded Items to Cooperative members in awarded regions or states unless caused by a Force Majeure event pursuant and subject to section E.19 (Force Majeure).

Notwithstanding any other provision of this section E.18, in the event of Vendor's default under or breach of any provision in the Contract, the Cooperative reserves the right to enforce the performance of the Contract in any manner prescribed by law or deemed to be in the best interest of the Cooperative or necessary or appropriate to protect or provide best value to Cooperative members. Without limiting the scope of the foregoing, the Cooperative, acting by or through the Cooperative Administrator, may temporarily inactivate (suspend) Vendor from the BuyBoard website and as a BuyBoard vendor, suspend or remove any Vendor Designated Dealer, or require removal of an Awarded Item with or without prior notice to Vendor, if the Cooperative or Cooperative Administrator reasonably determines that that there has been a breach under the Contract or any other BuyBoard contract with Vendor, including but not limited to nonpayment of service fees, or that there is a potential policy, public health, or safety issue to warrant such action. The temporary inactivation may remain in effect pending further action or termination of the Contract by the Cooperative. Vendor remains liable for all obligations and responsibilities incurred prior to and during any temporary inactivation and prior to termination, as applicable.

In the event the Cooperative terminates the Contract, in whole or in part, the Cooperative reserves the right to award the terminated Contract, or any portion thereof, to the next Proposer the Cooperative determines to provide best value to Cooperative members. Additionally, the Cooperative may sue for breach of contract and specific performance and, in addition to contract damages, recover attorneys' fees and costs. Vendor shall be liable for any and all damages permitted by law, and any deviation submitted by Vendor in its Proposal seeking to limit Vendor's liability to the Cooperative shall be deemed rejected.

The Cooperative will not be liable to Vendor for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) resulting from termination based on Vendor's default or breach of contract.

If any delay or failure of performance is caused by a Force Majeure event as described in section E.19 (Force Majeure) of these Terms and Conditions, the Cooperative may, in its sole discretion, terminate the Contract in whole or part, provided such termination complies with the procedures set out above. Any Contract termination resulting from any cause other than a Force Majeure event will be deemed a valid reason for the Cooperative not considering any future proposals from the defaulting Vendor.

In the event a Vendor's Contract is terminated under this section E.18, Vendor shall remain responsible for payment of all service fees to the Cooperative for Awarded Items sold under the Contract to Cooperative members prior to such termination.

(b) Default and Termination of Cooperative Member Purchase

A Cooperative member has no authority to terminate the Contract at the Cooperative level for default. A Cooperative member may terminate a Purchase Order or refuse to accept delivery (1) as provided for in these Terms and Conditions, Cooperative member Purchase Order, or ancillary agreement, or (2) for Vendor's material breach of a term or condition included in the Contract, a Cooperative member Purchase Order, or ancillary agreement. Additionally, to the extent permitted by law, Cooperative members may sue for breach of contract and specific performance and, in addition to contract damages, recover attorneys' fees and costs. Nothing herein shall limit the remedies available to a Cooperative member under applicable law.

A Cooperative member will not be liable to Vendor for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) resulting from termination based on Vendor's default or breach of contract.

19. Force Majeure

The term Force Majeure includes, but is not limited to, governmental restraints or decrees, provided they affect all companies in Vendor's industry equally and are not actions taken solely against Vendor; acts of God (except natural phenomena, such as rain, wind, or flood, which are normally expected in the locale in which performance is to take place); work stoppages due to labor disputes or strikes; fires; explosions; epidemics or pandemics; riots; war; rebellion; or sabotage.

The Cooperative, Cooperative members, and Vendor are required to use due caution and preventive measures to protect against the effects of Force Majeure, and the burden of proving that Force Majeure has occurred rests on the party seeking relief under this section E.19. The claiming party must promptly notify the other party in writing, citing the details of the Force Majeure event, use due diligence to overcome obstacles to performance created by the Force Majeure event, and resume performance immediately after the obstacles have been removed, provided the Contract has not been terminated in the interim.

Delay or failure of performance of the Contract or a Purchase Order caused solely by a Force Majeure event will be excused for the period of delay caused solely by the Force Majeure event, provided the party claiming the event promptly notifies the other party in writing. Neither party shall have any claim for damages against the other resulting from delays caused solely by Force Majeure. The Cooperative will not be responsible for any cost incurred by Vendor because of a Force Majeure event. A Cooperative member will not be responsible for any cost incurred by Vendor because of the Force Majeure event unless an authorized representative of the Cooperative member has requested, in writing, that Vendor incur such cost in connection with any delay or work stoppage caused by the Force Majeure event.

Notwithstanding any other provision of this section E.19, in the event Vendor's performance of its obligations under the Contract is delayed or stopped by a Force Majeure event, the Cooperative may, at its sole option, terminate the Contract in accordance with section E.18 (Remedies for Default and Termination of Contract) of these Terms and Conditions. This section E.19 does not limit or otherwise modify any of the Cooperative's rights as provided elsewhere in the Contract.

F. Miscellaneous

1. Assignment

Vendor may not sell, assign, transfer, convey or subcontract any responsibility or obligation created by the Contract in regard to the Cooperative without the Cooperative's prior written consent. A Vendor wishing to assign, transfer, or convey all or any portion of an awarded Contract shall submit a written request to the Cooperative, preferably at least 60 days before the projected effective date of the assignment and promptly provide such information as the Cooperative may require to process and consider the request.

Approval or denial of an assignment request shall be within the sole discretion of the Cooperative, and a vendor not awarded a Contract through the Proposal Invitation process has no right or vested interest to assignment of an awarded Contract. In determining whether to consent, the Cooperative may consider any relevant factors, including whether the party to which the sale, assignment, transfer, conveyance or subcontract is proposed is bound to and will honor all obligations and responsibilities imposed on Vendor under the Contract, including Awarded Pricing, and the best interest of and value to Cooperative members. Vendor's attempted sale, assignment, transfer, conveyance or subcontracting of any part of the Contract except in compliance with this section F.1 is void and ineffective.

If Vendor ceases distribution of an Awarded Item for any reason during the Contract term, including ceasing distribution in one or more regions or states designated by Vendor in its Texas Regional Service Designation or State Service Designation forms, and the Cooperative determines that continued availability of the product provides best value to Cooperative members, the Cooperative reserves the right to place the manufacturer of such product on the BuyBoard for the remainder of the Contract term for any or all regions or states in which Vendor has ceased distribution, in which event Vendor's Contract for such product will be deemed assigned to the product manufacturer.

2. Notices

Unless otherwise provided for in this Proposal Invitation, any written notice or other communication required by the Contract or by law will be conclusively deemed to have been given and received on the third business day after such written notice has been deposited in the U. S. Mail, properly addressed, and with sufficient postage affixed thereto, provided that actual notice may also be given via electronic mail or in any other manner used in commerce.

If the conclusion of any time period provided for in these Terms and Conditions falls on a weekend or a federal holiday, the conclusion of such time period shall be deemed to be extended until the next business day. Otherwise, references to time periods measured by days shall mean calendar days unless business days are specifically designated.

3. Equal Employment Opportunity (EEO) Disclosures

Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the state in which Vendor's primary place of business is located. In accordance with such laws, regulations and executive orders, Vendor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status, disability or genetic information, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Vendor under the Contract. Upon request, Vendor will furnish information regarding its nondiscriminatory hiring and promotion policies.

4. Applicable Law, Venue and Dispute Resolution

The Contract is governed by and will be construed according to the laws of the State of Texas, including the Uniform Commercial Code (UCC) as adopted in the State of Texas as effective and in force on the date of the Contract. Venue for any litigation concerning the Cooperative or TASB lies in Austin, Travis County, Texas, and venue for any litigation between a Cooperative member and Vendor arising under the Contract lies in the home county of the member. The parties have the mutual affirmative duty to attempt to resolve any disputes that arise under the Contract in good faith at the least possible expense prior to the initiation of any type of judicial or administrative proceeding.

5. Waiver

No claim or right arising out of a breach of the Contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. A party's failure to require strict performance of any provision of the Contract does not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision.

6. Interpretation – Parol Evidence

This writing is intended by the parties as a final expression of their agreement and a complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties and no usage of the trade is relevant to supplement or explain any terms used in the Contract. Acceptance or acquiescence in a course of performance rendered under the Contract is not relevant to and does not determine the meaning of the Contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.

7. Right to Assurance
Whenever the Cooperative in good faith has reason to question Vendor's intent to perform, the Cooperative may demand that Vendor give written assurance of its intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the Cooperative may treat the failure as an anticipatory repudiation of the Contract.

8. Non-Appropriations Clause
Texas law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. A Cooperative member that is a governmental entity (a) reserves the right to rescind a multi-year purchase order or other agreement to purchase products or services under the Contract at the end of the member's fiscal year if it is determined that funding is not available to extend the agreement; and (b) will use its best efforts to attempt to obtain and appropriate funds for payment.

9. Invalid Term or Condition
If any term or condition of the Contract is held invalid or unenforceable, the remainder of the Contract will not be affected and will be valid and enforceable.

10. Remedies Cumulative
The remedies available to the Cooperative, a Cooperative member, or Vendor under this Contract are in addition to any other remedies that may be available under law or in equity.

11. Signatures
Except as otherwise specifically required in these Terms and Conditions, all notices, requests, amendments and other written documentation required or authorized under the Contract may be provided electronically or as an imaged document, and an electronic or facsimile signature shall be deemed an original.

12. Right of Setoff
Any indebtedness or obligation owed by Vendor or Vendor's affiliates to the Cooperative may be appropriated and applied by the Cooperative at any time, and from time to time, on any indebtedness or other obligation owed by the Cooperative to Vendor or Vendor's affiliates, whether such indebtedness or other obligations are now existing or hereafter arise, and whether under the Contract or otherwise. It is further understood and agreed that this right of setoff is in addition to, and not in lieu of, any other right, remedy or recourse which is available to the Cooperative either at law or equity, and that failure to exercise such right of setoff in any instance shall not constitute a waiver of such right.

APPENDIX I
BUYBOARD TECHNICAL REQUIREMENTS

The following are the BuyBoard Technical Requirements, current as of the date indicated at the bottom of this document.

Technical Requirements and Instructions for Vendor Logo Files

Vendor logo files submitted for inclusion on the BuyBoard website must be provided in one of the following formats:

Preferred:
- Minimum longest dimension (width or height): 384 pixels
- Image type: PNG

Other acceptable formats:
- Minimum longest dimension (width or height): 192 pixels
- Image type: JPG, JPEG, WebP

Technical Requirements and Instructions for Vendor Product Details

Following Contract award, Awarded Vendors for commodity items will be expected to promptly provide product details for awarded products in an electronic Excel spreadsheet in the format listed below. (A spreadsheet template will be provided to Vendors after Contract award.)

File Name Format: <VendorName>_<ContractNumber>_<YYYYMMDD>.xlsm (eg. TASB_123-45_20200720.xlsm)

Field Name	Required?	Description	Type	Character Limit
Product Name	Required	The product name. Should be unique to each product. Do not list a product category.	Text	255
Product Description	Required	Product description as might appear in a catalog. Can include specifications, annotations, etc. **Do not include:** -Bullet points -HTML	Text	No limit
Manufacturer Name	Strongly recommended	Name of product manufacturer (or "brand"). If none available, blanks are acceptable, but this information is strongly recommended. The more data you can provide about your product, the better.	Text	125

Manufacturer Product Number	Strongly recommended	Manufacturers product or part number. If none available, blanks are acceptable, but this information is strongly recommended. The more data you can provide about your product, the better.	Text	50
Vendor Product Number	Required	Your product number or SKU. Can be the same as ManufacturerProductNumber if you do not use a separate number or SKU (if you are the manufacturer, or use the same number as the manufacturer).	Text	50
UOM	Required	Measurement that represents a single unit of this product relative to price (eg. EA "each", PK "pack", CS "case", etc). Can be in abbreviated format (ex. EA) or full word format (ex. Each). **This should <u>not</u> be a numeric value.**	Text	10
Vendor Image Url	Strongly recommended	A link to an individual product image. If none exists, leave blank. Link should begin with https://. **Do not provide:** -A link to the home page of your website -A link to a product page or another section of your website If none available, blanks are ok, but strongly recommended to have this information. Product images help sell your product!	Text	1000
List Price	Required	Price per unit of product without BuyBoard discount.Cannot be left blank. **DO NOT LIST "Call for Price" or "Price Varies". Must be a numeric value.**	Numeric (no currency symbols or formatting, **should be rounded to 2 decimal places**)	N/A
Discount Percent **OR**	One or the other required*	The percentage discount off of List Price, per the Contract.	Percentage-one decimal place max	N/A

Discount Price *You are only required to provide either Discount Percent OR Discount Price. You may provide both if you wish, but at least one must be provided.		Price per unit of product with BuyBoard discount applied. **DO NOT LIST "Call for Price" or "Price Varies". Must be a numeric value.**	Numeric (no currency symbols or formatting, **should be rounded to 2 decimal places**)	N/A
Vendor Page Url	Optional	A link to an online catalog listing for this product (if available). This is for future use. **Do not provide:** -A link to the home page of your website	Text	1000
Vendor Thumnail Image Url	Optional	A link to a catalog product **thumbnail** image (if available).	Text	1000
Vendor Category	Optional	Your categorization for this product. If this product is nested within categories, please delimit between categories. This information is for future use.	Text	1000
UNSPSC Code	Optional	(https://www.unspsc.org/) if available.	Numeric	N/A
Extended Attributes	Optional	This field is reserved for any additional information which should be used for search indexing for this line item. It could include information on options, colors, sizes, informative notifications, etc.	Text	No limit

***Products must be unique. Duplicate products will not be accepted.** To make a product unique, it must have one of the following:*
1- A unique Vendor Product Number
2- A unique Vendor Product Number + UOM combination
DESIRED RESULT:
Product A - 1234567 - EA (different vendor product numbers)
Product B - 1234568 - EA
-OR-
Product A - 1234567 - EA (same vendor product number, different UOM)
Product B - 1234567 - PK

WRONG:
Product A - 1234567 - EA
Product B - 1234567 - EA

APPENDIX II
ADDITIONAL TERMS AND CONDITIONS FOR BUYBOARD SELF-REPORTING

The following additional terms and conditions shall apply to any approved Vendor Request to Self-Report BuyBoard Purchases:

1. **BuyBoard Contracts Subject to Self-Reporting.** Authorization to self-report shall apply only to a Contract awarded under this Proposal Invitation. To the extent Vendor is awarded on another BuyBoard contract or contracts, separate authorization to self-report for such other contract(s) is required.

2. **Monthly Vendor Reports.** Vendor shall submit reports of Cooperative member purchases monthly to the Cooperative Administrator ("Monthly Vendor Reports"). All Monthly Vendor Reports shall be provided to BuyBoard at contractadmin@buyboard.com no later than the 10th day of the month. The Monthly Vendor Reports shall include a list of all purchase orders completed and invoiced by Vendor during the preceding month for BuyBoard members. Monthly Vendor Reports shall include any and all information reasonably required by, and in such format as may be reasonably required by, the BuyBoard Administrator from time to time. At a minimum, Monthly Vendor Reports shall include:

    i. BuyBoard member name;
    ii. Purchase Order amount;
    iii. Purchase Order number;
    iv. Date Purchase Order submitted to vendor;
    v. Date purchase executed / completed / delivered;
    vi. List of any Purchase Orders on prior Monthly Vendor Report(s) subsequently canceled;
    vii. General description of purchase, including Vendor's awarded BuyBoard contract number and category or categories under which the purchase was made; and
    viii. Final purchase amount total (as invoiced to BuyBoard member);
    ix. Invoice Date.

3. **Reconciling Self-Reported Information and Discrepancies.** BuyBoard may, in its sole discretion, periodically send information to Cooperative members listing all purchases self-reported by Vendor for the Cooperative member and/or request reports from Cooperative members containing purchase order data. If discrepancies are noted or reported by the Cooperative member as a result of such report or otherwise, Vendor agrees to promptly respond and cooperate with the Cooperative and/or Cooperative members to reconcile and correct any discrepancies. Vendor further agrees to promptly respond to requests and comply with any reasonable request for information and documentation by the Cooperative or a Cooperative member to assist in such reconciliation.

4. **Vendor Accounts.** Recognizing that Cooperative members seeking best value may wish to compare pricing from multiple cooperatives when considering individual purchases, the Cooperative expects Vendor to honor any request by a Cooperative member to make a purchase through the Contract and expects that Vendor will not seek to limit or inhibit a Cooperative member from making individual purchases through the purchasing cooperative of its choice, regardless of the Cooperative member establishing an account with Vendor designating BuyBoard as its cooperative.

5. **Vendor Obligation Comply with BuyBoard Contract.** Nothing in an authorization to self-report shall be deemed to waive any of Vendor's obligations under the General Terms and Conditions of the Contract, including but not limited to Vendor's obligations to honor Cooperative member Purchase Orders and pay all service fees on such Purchase Orders. Nothing shall require Cooperative members to utilize Vendor's self-reporting option to make purchases under the Contract. Vendor shall process all Purchase Orders, including any Purchase Orders received directly through the BuyBoard.

6. **Amendment.** These Additional Terms and Conditions for BuyBoard Self-Reporting are subject to amendment by the Cooperative at any time in its sole discretion. BuyBoard shall provide written notice to Vendor of any amendment, and the amendment shall be effective thirty (30) days after the date of the written notice.

7. **Termination of Self-Report Authorization.** The Cooperative may terminate any authorization for Vendor to self-report at any time for any reason, in its sole discretion. Notice of termination, including the effective date of the termination, shall be provided to Vendor in writing. If Vendor at any time wishes to cease self-reporting BuyBoard member purchases, including after receipt of amended self-reporting terms or conditions as provided herein, Vendor shall provide the Cooperative with at least thirty (30) days prior written notice of its request to revoke, listing the effective date of such revocation in the notice. Any termination or revocation of an authorization to self-report shall pertain to Vendor self-reporting only and shall not affect an awarded Vendor's underlying BuyBoard contract.

8. **BuyBoard Contract Terms and Conditions.** Self-reporting is subject to the General Terms and Conditions of the Contract. Unless otherwise indicated, all capitalized terms used herein shall have the same meaning as set forth in the General Terms and Conditions of the Contract.

9. **Assignment.** An authorization to self-report is specific to Vendor and not subject to assignment. In the event a Vendor's awarded Contract is subsequently assigned to another vendor where permitted by the Contract, the Contract assignee must submit its own Vendor Request to Self-Report BuyBoard Purchases and receive approval of such request by the BuyBoard Administrator.

AFFP
Proposal Number Proposal Name

Affidavit of Publication

STATE OF TEXAS }
COUNTY OF POTTER } SS

Heather Contreras, being duly sworn, says:

That she is Legal Clerk of the Amarillo Globe-News, a daily newspaper of general circulation, printed and published in Amarillo, Potter County, Texas; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

July 22, 2021, July 29, 2021

That said newspaper was regularly issued and circulated on those dates.

SIGNED:

Heather Contreras

Legal Clerk

Subscribed to and sworn to me this 29th day of July 2021.

Kimberly Dawn Megrew

Kimberly Dawn Megrew, Notary Public, Potter County, Texas

My commission expires: January 09, 2023

NOTARY PUBLIC STATE OF TEXAS
Kimberly Dawn Megrew
My Commission Expires
01/09/2023
ID No. 131847518

00008868 16103166

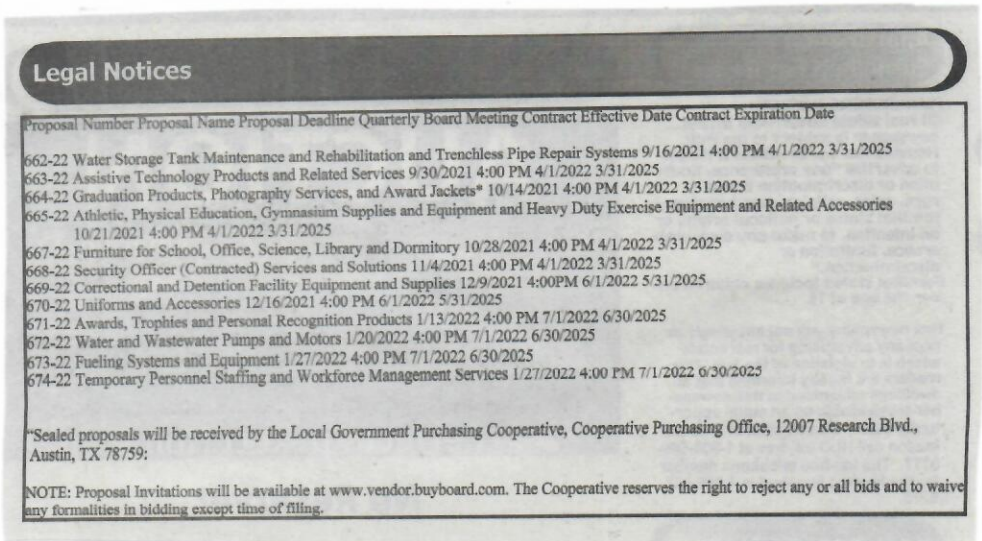
Texas Association of School Boards/AMA
12007 Research Blvd.
AUSTIN, TX 78759

Proposal Number Proposal Name Proposal Deadline Quarterly Board Meeting Contract Effective Date Contract Expiration Date

662-22 Water Storage Tank Maintenance and Rehabilitation and Trenchless Pipe Repair Systems 9/16/2021 4:00 PM 4/1/2022 3/31/2025
663-22 Assistive Technology Products and Related Services 9/30/2021 4:00 PM 4/1/2022 3/31/2025
664-22 Graduation Products, Photography Services, and Award Jackets* 10/14/2021 4:00 PM 4/1/2022 3/31/2025
665-22 Athletic, Physical Education, Gymnasium Supplies and Equipment and Heavy Duty Exercise Equipment and Related Accessories 10/21/2021 4:00 PM 4/1/2022 3/31/2025
667-22 Furniture for School, Office, Science, Library and Dormitory 10/28/2021 4:00 PM 4/1/2022 3/31/2025
668-22 Security Officer (Contracted) Services and Solutions 11/4/2021 4:00 PM 4/1/2022 3/31/2025
669-22 Correctional and Detention Facility Equipment and Supplies 12/9/2021 4:00PM 6/1/2022 5/31/2025
670-22 Uniforms and Accessories 12/16/2021 4:00 PM 6/1/2022 5/31/2025
671-22 Awards, Trophies and Personal Recognition Products 1/13/2022 4:00 PM 7/1/2022 6/30/2025
672-22 Water and Wastewater Pumps and Motors 1/20/2022 4:00 PM 7/1/2022 6/30/2025
673-22 Fueling Systems and Equipment 1/27/2022 4:00 PM 7/1/2022 6/30/2025
674-22 Temporary Personnel Staffing and Workforce Management Services 1/27/2022 4:00 PM 7/1/2022 6/30/2025

"Sealed proposals will be received by the Local Government Purchasing Cooperative, Cooperative Purchasing Office, 12007 Research Blvd., Austin, TX 78759:

NOTE: Proposal Invitations will be available at www.vendor.buyboard.com. The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.



Legal Notices

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Austin American-Statesman
statesman.com

PROOF OF PUBLICATION
STATE OF TEXAS

PUBLIC NOTICE

Before the undersigned authority personally appeared James Mickler, who on oath says that he/she is a Legal Advertising Agent of the Austin American-Statesman, a daily published newspaper that is generally circulated in Bastrop, Bell, Blanco, Burnet, Caldwell, Comal, Coryell, Fayette, Gillespie, Guadalupe, Hays, Kerr, Lampasas, Lee, Llano, Milam, Travis, and Williamson Counties, and State of Texas, and that the attached advertisement was published in said newspaper, to wit: TX ASSOC OF SCHOOL BOARDS, first date of publication 07/21/2021, last date of publication 07/28/2021, published 2 time(s), and that the attached is a true copy of said advertisement.

TX ASSOC OF SCHOOL BOARDS
12007 RESEARCH BLVD
AUSTIN, TX 78759-2429

Invoice/Order Number:	0000650965
Ad Cost:	$1,109.92
Paid:	$0.00
Balance Due:	$1,109.92

Signed James Mickler
(Legal Advertising Agent)

Sworn or affirmed to, and subscribed before me, this 29th day of July, 2021 in Testimony whereof, I have hereunto set my hand and affixed my official seal, the day and year aforesaid.

Signed
(Notary)

Please see Ad on following page(s).

JALEN CAIN ROCHA
Notary ID #132971284
My Commission Expires
March 12, 2025

Austin American Statesman

TX ASSOC OF SCHOOL BOARDS
12007 RESEARCH BLVD
AUSTIN, TX 78759-2429

Invoice/Order Number:	0000650965
Ad Cost:	$1,109.92
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NOTE: Proposal Invitations will be available at www.vendor.buyboard.com. The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.

7/21, 7/28/21
0000650965-01

Standard-Times
PART OF THE USA TODAY NETWORK

PROOF OF PUBLICATION

TEXAS ASSOCIATION OF SCHOOL BOARDS
P O BOX 400

AUSTIN, TX 78767

State of Wisconsin, County of Brown

On **July 28, 2021**, personally appeared before me the undersigned, a Notary Public in and for said county and state, legal clerk of the **SAN ANGELO STANDARD-TIMES**, a daily newspaper published in San Angelo, County of TOM GREEN, State of Texas and of general circulation in the following counties: **Tom Green, Coke, Concho, Crockett, Irion, Kimble, Mason, McCulloch, Menard, Reagan, Runnels, Schleicher, Sterling, Sutton**. The attached advertisement, a true copy of which is hereto annexed, was published in said newspaper in its issues thereof the following dates:

07/21/2021, 07/28/2021

Subscribed and sworn to before me on July 28, 2021

Legal Clerk

Notary Public, State of WI, County of Brown

8-25-23
My commission expires

SHELLY HORA
Notary Public
State of Wisconsin

Publication Cost: $836.48
Ad No: 0004828213
Customer No: 1244504
PO #:
# of Affidavits 1

This is not an invoice

Proposal Number Proposal Name Proposal Deadline Quarterly Board Meeting Contract Effective Date Contract Expiration Date

662-22 Water Storage Tank Maintenance and Rehabilitation and Trenchless Pipe Repair Systems 9/16/2021 4:00 PM 4/1/2022 3/31/2025
663-22 Assistive Technology Products and Related Services 9/30/2021 4:00 PM 4/1/2022 3/31/2025
664-22 Graduation Products, Photography Services, and Award Jackets* 10/14/2021 4:00 PM 4/1/2022 3/31/2025
665-22 Athletic, Physical Education, Gymnasium Supplies and Equipment and Heavy Duty Exercise Equipment and Related Accessories 10/21/2021 4:00 PM 4/1/2022 3/31/2025
667-22 Furniture for School, Office, Science, Library and Dormitory 10/28/2021 4:00 PM 4/1/2022 3/31/2025
668-22 Security Officer (Contracted) Services and Solutions 11/4/2021 4:00 PM 4/1/2022 3/31/2025
669-22 Correctional and Detention Facility Equipment and Supplies 12/9/2021 4:00PM 6/1/2022 5/31/2025
670-22 Uniforms and Accessories 12/16/2021 4:00 PM 6/1/2022 5/31/2025
671-22 Awards, Trophies and Personal Recognition Products 1/13/2022 4:00 PM 7/1/2022 6/30/2025
672-22 Water and Wastewater Pumps and Motors 1/20/2022 4:00 PM 7/1/2022 6/30/2025
673-22 Fueling Systems and Equipment 1/27/2022 4:00 PM 7/1/2022 6/30/2025
674-22 Temporary Personnel Staffing and Workforce Management Services 1/27/2022 4:00 PM 7/1/2022 6/30/2025

"Sealed proposals will be received by the Local Government Purchasing Cooperative, Cooperative Purchasing Office, 12007 Research Blvd., Austin, TX 78759:

NOTE: Proposal Invitations will be available at www.vendor.buyboard.com. The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.

HEARST

MEDIA SOLUTIONS

San Antonio Express News | ExpressNews.com | mySA.com

SAN ANTONIO EXPRESS - NEWS
AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:
COUNTY OF BEXAR

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared: Geena Garza, who after being duly sworn, says that she is the Bookkeeper of HEARST NEWSPAPERS, LLC - dba: SAN ANTONIO EXPRESS - NEWS, a newspaper published in Bexar County, Texas and that the publication, of which the annexed is a true copy, was published to wit:

Customer ID	Customer	Order ID	Publication	Pub Date
20000624	TEXAS ASSN OF SCHOOL BOARDS	34134729	SAE Express-News	07/21/21
			SAE Express-News	07/28/21

REQUEST FOR BIDS

Proposal Number Proposal Name Proposal Deadline Quarterly Board Meeting Contract Effective Date Contract Expiration Date

662-22 Water Storage Tank Maintenance and Rehabilitation and Trenchless Pipe Repair Systems 9/16/2021 4:00 PM 4/1/2022 3/31/2025

663-22 Assistive Technology Products and Related Services 9/30/2021 4:00 PM 4/1/2022 3/31/2025

664-22 Graduation Products, Photography Services, and Award Jackets* 10/14/2021 4:00 PM 4/1/2022 3/31/2025

665-22 Athletic, Physical Education, Gymnasium Supplies and Equipment and Heavy Duty Exercise Equipment and Related Accessories 10/21/2021 4:00 PM 4/1/2022 3/31/2025

667-22 Furniture for School, Office, Science, Library and Dormitory 10/28/2021 4:00 PM 4/1/2022 3/31/2025

668-22 Security Officer (Contracted) Services and Solutions 11/4/2021 4:00 PM 4/1/2022 3/31/2025

669-22 Correctional and Detention Facility Equipment and Supplies 12/9/2021 4:00PM 6/1/2022 5/31/2025

670-22 Uniforms and Accessories 12/16/2021 4:00 PM 6/1/2022 5/31/2025

671-22 Awards, Trophies and Personal Recognition Products 1/13/2022 4:00 PM 7/1/2022 6/30/2025

672-22 Water and Wastewater Pumps and Motors 1/20/2022 4:00 PM 7/1/2022 6/30/2025

673-22 Fueling Systems and Equipment 1/27/2022 4:00 PM 7/1/2022 6/30/2025

674-22 Temporary Personnel Staffing and Workforce Management Services 1/27/2022 4:00 PM 7/1/2022 6/30/2025

"Sealed proposals will be received by the Local Government Purchasing Cooperative, Cooperative Purchasing Office, 12007 Research Blvd., Austin, TX 78759:

NOTE: Proposal invitations will be available at www.vendor.buyboard.com. The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.

geena garza

Geena Garza
Bookkeeper

Sworn and subscribed to before me, this 28th **day of** July **A.D.** 2021

Notary public in and for the State of Texas

Monique Egan

MONIQUE EGAN
My Notary ID # 3183735
Expires June 3, 2024

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

4/28/2022

Sent Via Email: smeltzer-amelia@galls.com

Amelia Smeltzer
Galls, LLC
1340 Russell Cave Rd.
Lexington, KY 40505

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 670-22, Uniforms and Accessories

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of June 1, 2022 through May 31, 2023, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 670-22 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders must be processed through the BuyBoard**. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a Cooperative member that you have reason to believe has not been received by the Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by email to info@buyboard.com.

A list of Cooperative members is available on the buyboard.com website. The BuyBoard vendor relations staff will be contacting you to assist with the resources available and to provide any support you may need as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919 (select option "2").

Sincerely,

Arturo Salinas
Asst. Division Director, Cooperative Purchasing
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative

4/29/2022

Sent Via Email: smeltzer-amelia@galls.com

Amelia Smeltzer
Galls, LLC
1340 Russell Cave Rd.
Lexington, KY 40505

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award;* Proposal Invitation No. 670-22, Uniforms and Accessories

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of June 1, 2022 through May 31, 2023, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the National Purchasing Cooperative Vendor Award Agreement and General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 670-22 at www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders from National Cooperative members must be processed through the BuyBoard**. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a National Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a National Cooperative member that you have reason to believe has not been received by the National Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by e-mail to info@buyboard.com

A list of National Cooperative members is available on the buyboard.com website. The BuyBoard vendor relations staff will be contacting you to assist with resources available and provide any support you may need as an awarded BuyBoard vendor.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919 (select option "2").

Sincerely,

Arturo Salinas, Asst. Division Director, Cooperative Purchasing
Texas Association of School Boards, Inc.,
Procurement Administrator for the National Purchasing Cooperative

v.02.01.2021

PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name: Uniforms and Accessories

Proposal Due Date/Opening Date and Time: December 16, 2021, at 4:00 PM

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Proposal Invitation Number: 670-22

Anticipated Cooperative Board Meeting Date: April 2022

Contract Term: June 1, 2022, through May 31, 2023, with two possible one-year renewals.

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

Galls, LLC	12/15/2021
Name of Proposing Company	Date
1340 Russell Cave Rd.	
Street Address	Signature of Authorized Company Official
Lexington, KY 40505	David Scheve
City, State, Zip	Printed Name of Authorized Company Official
859-800-1400	Chief Financial Officer
Telephone Number of Authorized Company Official	Position or Title of Authorized Company Official
859-268-5971	20-3545989
Fax Number of Authorized Company Official	Federal ID Number

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

An authorized representative of Proposer must initial in the bottom right corner of each page where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

Initial: DS

5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
   a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
   b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
   c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
   d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☒ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): N/A

Details of Conviction(s): N/A

Initial: DS

RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (√) one of the following:

☐ I certify that my company is a **Resident Proposer.**
☒ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name	Address		
Galls, LLC	1340 Russell Cave Rd		
City	**State**	**Zip Code**	
Lexington	KY	40505	

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
☐ Yes ☒ No

B. What is the prescribed amount or percentage? $ N/A or N/A %

DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (√) one of the following:

☐ Yes ☒ No **Initial:** DS

NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1) (effective September 1, 2021).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3) (effective September 1, 2021).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Initial: DS

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. Please check (√) all that apply:

☐ I certify that my company has been certified as a HUB in the following categories:

☐ **Minority Owned Business** ☐ **Women Owned Business**
☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number: _____

Name of Certifying Agency: _____

☒ My company has **NOT** been certified as a HUB.

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company **cannot** or will **not** comply.]*

N/A

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract. **Initial:** DS

CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order or other agreement for construction-related goods or services.

Initial: DS

DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (√) one of the following:

☒ **No**; Deviations
☐ **Yes**; Deviations

List and fully explain any deviations you are submitting:

_____

_____

_____

_____

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_____

Initial: DS

VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. ***DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.***

☐ By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

Initial: DS

CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (√) one of the following:

[X] **NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

[ ] **YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

N/A

(Attach additional sheets if needed.)

Initial: DS

B. Copyright Information

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (√) one of the following:

☒ **NO,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.

☐ **YES,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information: N/A

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

Initial: DS

EDGAR VENDOR CERTIFICATION

(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which ***may*** be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For <u>each</u> of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

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

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

☒ **YES**, I agree. ☐ **NO**, I do not agree. **Initial:** DS

3. Equal Employment Opportunity:

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

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at beta.sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: DS

6. Right to Inventions Made Under a Contract or Agreement:

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

Vendor agrees to comply with the above requirements when applicable.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

7. Clean Air Act and Federal Water Pollution Control Act:

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

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

9. Byrd Anti-Lobbying Amendment:

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

☒ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: DS

10. Procurement of Recovered Materials:
For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

11. Domestic Preferences for Procurements:
Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment
2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain telecommunications and video surveillance services or equipment. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications or video surveillance services or equipment provided by Vendor is covered equipment or covered services under 2 CFR §200.216.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

13. Profit as a Separate Element of Price:
For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

14. General Compliance and Cooperation with Cooperative Members:
In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: DS

COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

Galls, LLC

Company Name

Signature of Authorized Company Official

David Scheve, Chief Financial Officer

Printed Name and Title

12/15/2021

Date

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement *(Vendors serving outside Texas only)*
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire
- Vendor Request to Self-Report BuyBoard Purchases *(Optional)*

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company: Galls, LLC

*(List the **legal** name of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (√) one of the following:

Type of Business: ☐ Individual/Sole Proprietor ☐ Corporation ☒ Limited Liability Company ☐ Partnership

☐ Other (Specify: _____)

State of Incorporation (if applicable): Delaware

Federal Employer Identification Number: _____

(Vendor must include a completed IRS W-9 form with their Proposal)

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

_____

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
GALLS PARENT HOLDINGS, LLC

2 Business name/disregarded entity name, if different from above
GALLS, LLC (FEIN: 20-3545989)

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
PO BOX 71628

Requester's name and address (optional)

6 City, state, and ZIP code
CHICAGO, IL 60694-1628

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
8 2 - 4 0 9 9 4 6 9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 2/25/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

1340 Russell Cave Road
Lexington, KY 40505

To Whom It May Concern,

Our W-9 is filled out properly for a Single Member LLC that files its Federal Income Tax return under its Parent Company.

Galls LLC is a valid legal entity with FEIN # 20-3545989. For Federal Income Tax purposes only, Galls LLC files as a division of its Parent Company, Galls Parent Holdings LLC and pays Federal Income Tax under FEIN # 82-4099469.

Galls' legal staff together with our Parent Company have issued this W-9 in accordance with Federal law and the use of this form.

David Scheve
CFO

VENDOR CONTACT INFORMATION

Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: $ 3M . (The period of the 12-month period is 12/16/2020 / 12/16/2021). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).

2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.

3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration	Y	N/A	Law Enforcement Supplies
2. T-PASS (State of Texas)	N	N/A	N/A
3. OMNIA Partners	Y	N/A	Apparel, Uniforms & Accessories
4. Sourcewell (NJPA)	Y	N/A	Body Armor
5. E&I Cooperative	N	N/A	N/A
6. Houston-Galveston Area Council (HGAC)	N	N/A	N/A
7. Choice Partners	N	N/A	N/A
8. The Interlocal Purchasing System (TIPS)	N	N/A	N/A
9. Other	N	N/A	N/A

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): 15% **Proposed Discount (%):** 15%

Explanation: N/A

GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

	Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1.	Miami Police Department, Richard Mclaren, 305-416-1958, $1MM Approximate Annual Value					
2.	Dallas Police Department, Kimberly Brewer, 214-671-3769, $650k Approximate Annual Value					
3.	San Antonio Fire Department, Jow Arrington, 210-207-4926, $700k Approximate Annual Value					
4.	Minneapolis Metro Transit, Steve McLaird, 612-349-7572, $500k Approximate Annual Value					
5.	Orange County Sheriff's Uniforms, Ken Lewis, 321-229-8151, $100k Approximate Annual Value					

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower pricing) than indicated? **YES** ☐ **NO** ☒ If YES, please explain:

_____

_____

_____

COMPANY PROFILE

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **Submit your company profile in a separate file, in Word format, with your Proposal**. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

GALLS EXPERIENCE AND QUALIFICATIONS

Galls, LLC (“Galls”) has been in business for more than 54 years servicing the public safety market; specializing in law, fire, security, corrections, emergency medical services, federal government, military, postal, and transit uniforms and equipment. Galls employs more than 1,200 employees. Galls generates around $535 million in annual sales by servicing over one million individuals and 68% of all public safety agencies annually.

Galls has many long-standing contracts across the United States with agencies of all sizes. We have approximately 750 formal contracts that we service daily from one or more of our 60+ locations.

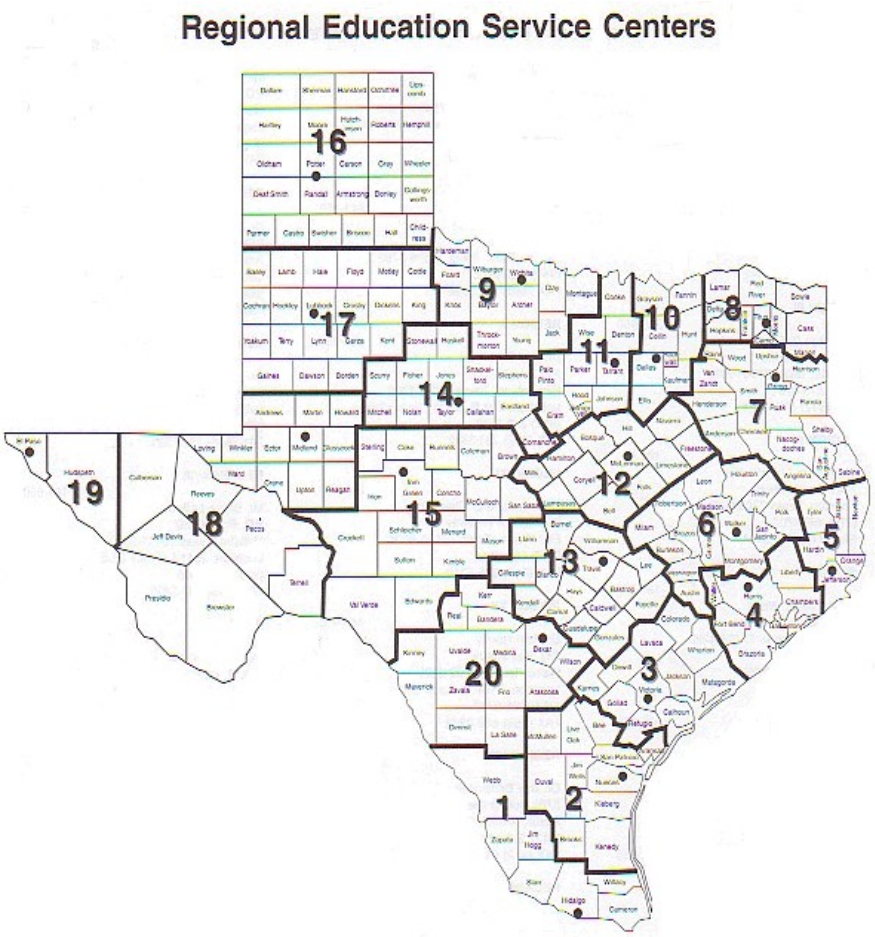
Galls has three dedicated distribution centers and over 60 branch operations, consisting of contract service centers and retail storefronts. Galls footprint spans the continental United States, and can leverage this unrivaled network to keep your agency supplied with the quickest turnaround times possible.

Galls is the leading distributer of products from over 1600 suppliers. As the public safety Industry leader, we pride ourselves on having the largest inventory in the industry. This means fewer backorders, faster service, and faster delivery.

TEXAS REGIONAL SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting** bids@buyboard.com at least five (5) business days prior to the Proposal Due Date.) ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on the form in the electronic proposal submission system.



Region and Headquarters

1 Edinburg
2 Corpus Christi
3 Victoria
4 Houston
5 Beaumont
6 Huntsville
7 Kilgore
8 Mount Pleasant
9 Wichita Falls
10 Richardson
11 Fort Worth
12 Waco
13 Austin
14 Abilene
15 San Angelo
16 Amarillo
17 Lubbock
18 Midland
19 El Paso
20 San Antonio

STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete the State Service Designation information in the electronic proposal submission system. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com** at least five (5) business days prior to the Proposal Due Date.) ***By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.***

- I will service all states in the United States.
- I will not service all states in the United States.

Alabama
Alaska
Arizona
Arkansas
California (Public Contract Code 20118 & 20652)
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming

NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Galls, LLC	670-22
Name of Vendor	Proposal Invitation Number
	David Scheve
Signature of Authorized Company Official	Printed Name of Authorized Company Official

12/16/2021

Date

LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. ***If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.***

Location/Authorized Seller Name	**Contact Person**	**Contact Information** (Mailing Address, Phone, Fax, Email)
See Attached		

GALLS, LLC - RETAIL & SERVICE CENTER LISTING

Location Type	Manager	Phone	Email	Address	City	State	Zip	Store Hours
Retail Branch	Allison McClellan	205.533.8729	mcclellan-allison@galls.com	320 Beacon Parkway West	Birmingham	AL	35209	M-F: 9:00am - 5:00pm
Retail Branch	Crystal Arnold	334.649.3028	arnold-crystal@galls.com	3119-4 Ross Clark Circle	Dothan	AL	36303	M-F: 8:00am - 5:00pm
Retail Branch	Allison McClellan	205.533.8729	mcclellan-allison@galls.com	5767 Carmichael Rd	Montgomery	AL	36117	M-F: 9:00am - 5:00pm
Retail Branch	Robin Bregy	870.819.3391	bregy-robin@galls.com	1809 E Parker Rd, Suite D	Jonesboro	AR	72404	M-F: 8:30am - 4:30pm
Retail Branch	Cassandra Brandon	501.708.2059	brandon-cassandra@galls.com	1201 John Barrow Road	Little Rock	AR	72205	M-F: 8:30am - 4:30pm
Retail Branch	Stephanie Niccum	479.231.1710	niccum-stephanie@galls.com	1048 S 48th St Suite C	Springdale	AR	72764	M-F: 8:30am - 4:30pm
Retail Branch	Jeff Contreras	213.261.7636	contreras-jeff@galls.com	6365 S. Arizona Cir	Los Angeles	CA	90045	M-SAT: 9:00am - 7:00pm SUN: 10:00am - 6:00pm
Retail Branch	Nancy Leonardo	562.285.6638	leonardo-nancy@galls.com	2550 Long Beach Blvd	Long Beach	CA	90806	M-SAT: 9:00am - 7:00pm SUN: 11:00am - 4:00pm
Retail Branch	Greg Rapp	510.900.3490	Rapp-Greg@galls.com	557 5th St	Oakland	CA	94607	M-F: 9:00am - 5:00pm
Retail Branch	Susana Llamas	714.633.3880		1249 W. Katella Ave	Orange	CA	92867	M-SAT: 9:00am - 7:00pm SUN: 10:00am - 6:00pm
Retail Branch	Randall Ideishi	951.329.9012	ideishi-randall@galls.com	1865 Iowa Ave. Ste. 110	Riverside	CA	92507	M-SAT: 9:00am - 5:00pm
Retail Branch	Theresa Leininger	916.273.3023	leininger-theresa@galls.com	2333 Arden Way, Ste C	Sacramento	CA	95825	M-F: 9:00am - 5:00pm
Retail Branch	Karen Godoy	213.462.1798	Godoy-Karen@galls.com	2543 West Sixth St	Los Angeles	CA	90057	M-F: 9:00am - 5:00pm
Retail Branch	Dennis Castro	628.629.6950	castro-dennis@galls.com	2200 Jerrold Unit J	San Francisco	CA	94124	M-F: 8:30 am – 5:00 pm SAT: 9:00-2:00pm
Retail Branch	Shana Gearhart	719.722.3045	gearhart-shana@galls.com	525 E. Fountain Blvd. #130	Colorado Springs	CO	80903	M-SAT: 10:00am - 5:00pm SUN: 11:00am - 5:00pm
Retail Branch	Craig Spacht	720.259.2145	spacht-craig@galls.com	5120 Osage St. #200	Denver	CO	80221	M-F: 9:00am - 5:00pm
Retail Branch	Quenten Raines	202.908.4600	raines-quenten@muscatellos.com	2820 Bladensburg Rd NE	Washington	DC	20018	M-F: 9:00am - 5:00pm
Retail Branch	Allen Kimmel	407.232.8071	kimmel-allen@galls.com	11602 LAKE UNDERHILL ROAD, SUITE 121	Orlando	FL	32825	M-F: 9:00am - 5:00pm
Retail Branch	Misty Clark	850.402.1133		3710 Northwest Passage	Tallahassee	FL	32303	M-F: 9:00am - 5:00pm
Retail Branch	Yolanda Arnold	470.867.3024	Arnold-Yolanda@galls.com	1660 Chattahoochee Ave NW, Ste E	Atlanta	GA	30318	M-F: 9:00am - 5:00pm
Retail Branch	Kimberly Sterling	678.809.7141	Sterling-Kimberly@galls.com	1025 Riverside Dr	Macon	GA	31201	M-F: 9:00am - 5:00pm
Retail Branch	Kimberly Sterling	678.809.7141	Sterling-Kimberly@galls.com	1395 S MARIETTA PKWY; BLDG 200; STE 220	Marietta	GA	30067	M/W/Th/F/Sat: 10:00am - 7:00pm Sun: 11:00am - 4:00pm (Closed TUES)
Retail Branch	Mary Kriley	515-283-1985	Kriley-Mary@galls.com	5801 Thornton Ave	Des Moines	IA	50321	M-F: 9:00am - 5:00pm
Retail Branch	John Taylor	913.871.5636		9200 Marshall Dr	Lenexa	KS	66215	M-F: 9:00am - 5:00pm
Retail Branch	Lynn Manley	859.787.0410	manley-lynn@galls.com	1300 Russell Cave Rd	Lexington	KY	40505	M-F: 7:00am - 3:00pm
Retail Branch	J'Nay Byers	612-377-0011	Byers-J'Nay@galls.com	2220 Lyndale Avenue South	Minneapolis	MN	55405	M-F: 9:00am - 5:00pm
Retail Branch	Josh Hebzynski	763.515.8952	hebzynki-josh@galls.com	2806 FAIRVIEW AVE N	Roseville	MN	55113	M-F: 9:00am - 5:00pm
Retail Branch	Joelle Karpen	320.227.4279	karpen-joelle@galls.com	3535 WEST DIVISION STREET	St Cloud	MN	56301	M-F: 9:00am - 5:00pm
Retail Branch	Brenda Kennett	816.912.3196	kennett-brenda@galls.com	2720 Burlington Street	North Kansas City	MO	64116	M-F: 9:00am - 5:00pm
Retail Branch	Gina Jimenez	402.983.9825	jimenez-gina@galls.com	3105 Leavenworth St	Omaha	NE	68105	M-F: 9:00am - 5:00pm
Retail Branch	Jennifer Whitlock	609.643.5869	whitlock-jennifer@galls.com	28 Scotch Road	Ewing Township	NJ	8628	M-F: 9:00am - 5:00pm
Retail Branch	John Rudinski	862.279.6954	rudinski-john@galls.com	1015 Broad Street	Newark	NJ	7102	M-F: 9:00am - 5:00pm
Retail Branch	Irma Perez	505.933.6095	perez-irma@galls.com	2520 San Mateo Blvd. NE	Albuquerque	NM	87110	M-SAT: 10:00am - 6:00pm SUN: 10:00am - 5:00pm
Retail Branch	Dave Shoemaker	518.621.0760	shoemaker-david@galls.com	230 Central Ave.	Albany	NY	12206	M-F: 9:00am - 5:00pm
Retail Branch	Angela Johansson	631.446.3454	johansson-angela@galls.com	6098 Jericho Tpke	Commack	NY	11725	M-F: 9:00am - 5:00pm
Retail Branch	Brian Chenault	704.631.9698	chenault-brian@galls.com	1424 Center Park Dr.	Charlotte	NC	28217	M-F: 9:00am - 5:00pm
Retail Branch	Peggy Lee	919.746.8502	Lee-Peggy@galls.com	4720 Trademark Dr	Raleigh	NC	27610	M-F: 9:00am - 5:00pm
Retail Branch	Robin Thompson	910.338.1077	thompson-robin@galls.com	2716 Exchange Dr	Wilmington	NC	28405	M-F: 9:00am - 5:00pm
Retail Branch	Richard Morgan	513.370.2348	morgan-richard@galls.com	1905 Dalton Ave	Cincinnati	OH	45214	M-F: 8:30am - 4:30pm

GALLS, LLC - RETAIL & SERVICE CENTER LISTING cont…

Location Type	Manager	Phone	Email	Address	City	State	Zip	Store Hours
Retail Branch	Joe Gallo	614.816.2501	gallo-joe@galls.com	3889 Business Park Dr	Columbus	OH	43204	M-F: 9:00am - 5:00pm
Retail Branch	Steven Matthews	859.787.0430	Matthews-Steven@galls.com	9047 SW Barbur Blvd	Portland	OR	97219	M-F: 9:00am - 5:00pm
Retail Branch	Cassandra Alvarez	512.351.4297	alvarez-cassandra@galls.com	826 RUTLAND DR	Austin	TX	78758	M-F: 8:00am - 7:00pm SAT: 9:00am - 6:00pm SUN: 11:00am - 5:00pm
Retail Branch	Lynn Torres	469.208.7087	torres-lynn@galls.com	3200 COMMANDER DRIVE; SUITE 114	Carrolton	TX	75006	M-F: 9:00am - 5:00pm
Retail Branch	Gwyn Klein	214.960.5127	Klein-Gwyn@galls.com	1630 111ST STREET	Grand Prairie	TX	75050	M-F: 8:30am - 5:00pm
Retail Branch	Courtnee Toliver	281.661.8951	toliver-courtnee@galls.com	1314 Houston Ave	Houston	TX	77007	M-F: 7:00am - 4:00pm
Retail Branch	Chelsea Engel	713.454.7466	engel-chelsea@galls.com	71 ESPLANADE BLVD; SUITE 200	Houston	TX	77060	M-F: 9:00am - 5:00pm
Retail Branch	Marcus Buie	832.397.6245	buie-marcus@galls.com	11707 S SAM HOUSTON PKWY W SUITE R	Houston	TX	77031	M-SAT: 10:00am - 6:00pm
Retail Branch	Veronica Washington	210.523.0976		2111 West Ave	San Antonio	TX	78201	M-F: 9:00am - 5:00pm
Retail Branch	Catherine Combs	757.793.2447	combs-catherine@galls.com	5957 East Virginia Beach Blvd.	Norfolk	VA	23502	M-F: 9:00am - 5:00pm
Retail Branch	Richard Maxwell	804.298.2813	maxwell-richard@galls.com	2124 Tomlynn St	Richmond	VA	23230	M-F: 9:00am - 5:00pm
Retail Branch	Robert (Bert) Smith	206.527.5277		8610 Aurora Ave N	Seattle	WA	98103	M-F: 9:00am - 5:00pm
Retail Branch	Marie Downey-Perkins	253.237.1630	downey-marie@galls.com	21621 Pacific Highway South	Des Moines	WA	98198	M-F: 9:00am - 5:00pm
Retail Branch	Samantha Ferguson	509.703.4587	ferguson-samantha@galls.com	1306 N. Howard	Spokane	WA	99201	M-F: 9:00am - 5:00pm
Retail Branch	Tom Pritzlaff	262-717-5011	Pritzlaff-thomas@galls.com	500 EAST OAK STREET	Oak Creek	WI	53154	M-F: 9:00am - 5:00pm
Service Center	Timothy Chavez	954.376.8894	chavez-timothy@galls.com	123 NW 25TH TERRACE	Ft Lauderdale	FL	33311	M-F: 8:00am - 5:00pm
Service Center	Cesar Caceres	305.384.8001		400 NW 2nd Avenue	Miami	FL	33128	M-TH: 6:00am - 4:30pm
Service Center	Nilda Franqui	321.663.9864	franqui-nilda@galls.com	2500 West Colonial Dr. 2nd Floor	Orlando	FL	32804	M-F: 9:00am - 5:00pm
Service Center	Shamika Napier	312.533.2592	napier-shamika@galls.com	1342 West Madison St	Chicago	IL	60607	M-F: 9:00am-5:00pm Sat 9:00am - 2:00pm every other Saturday
Service Center	Yesenia Sanchez	312.267.1477	sanchez-yesenia@galls.com	2241 West 95th St	Chicago	IL	60643	M-F: 9:00am-5:00pm Sat 9:00am - 2:00pm every other Saturday
Service Center	Jana Laverty	316.633.4200	Laverty-Jana@galls.com	625 Carriage Pkwy, Ste 185	Wichita	KS	67208	M-F: 9:00am - 5:00pm
Service Center	Sarah Hankins	763.515-8377	hankins-sarah@galls.com	1672 Suburban Avenue	St Paul	MN	55106	M-F: 9:00am - 5:00pm
Service Center	Olga Barsky	609.281.5596	barsky-olga@galls.com	1595 Reed Road	Pennington	NJ	8534	M-F: 9:00am - 5:00pm
Service Center	Tanesha Nelson	704.631.9699	nelson-taneesha@galls.com	5235 Spector Dr, Bldg. 000A	Charlotte	NC	28269	M-F: 7:30am - 4:00pm
Service Center	Kristy Smith	216.553.4383	smith-kristy@galls.com	10666 Lorain Ave	Cleveland	OH	44111	M-F: 9:00am - 5:00pm
Service Center	Rachel Rodriguez	210.523.0976		2111 West Ave, Ste 100	San Antonio	TX	78216	M-F: 9:00am - 5:00pm

N/A

12007 Research Boulevard ▪ Austin, Texas 78759-2439 · PH: 800-695-2919 ▪ FAX: 800-211-5454 ▪ buyboard.com

MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

Designated Dealer Name

Designated Dealer Contact Person

Designated Dealer Address

City

State

Zip

Phone Number

Fax Number

Email address

Designated Dealer Tax ID Number* **(*attach W-9)**

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PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

   54 years

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

   As the nation's largest supplier of Public Safety Uniforms and Equipment, Galls has unmatched resources that can be applied to any needs of the Cooperative. Galls has more than 1200 employees, and we can leverage each of them to complete the work required for the BuyBoard customers. Galls has three dedicated distribution centers, more than 60 local branches, and is the leading distributor for more than 1600 suppliers.

3. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.)* Attach additional pages if necessary.

   See attached

4. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

Galls generates around $535 million in annual sales and services approximately 68% of all public safety agencies annually. Galls is an accredited member of Dun & Bradstreet's DUNS system, and projects to continue its strong credit and solvency rating. Neither Galls nor any of its ownership or officers have been a party to a bankruptcy, receivership, or insolvency in the past 7 years.

5. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

Galls does not have any outstanding defaults or financial judgments.

6. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

1. Contract 530-4-26-17 with the North Dakota Department of Corrections and Rehabilitation was terminated for cause on or about November 27, 2017, for what the customer alleges were delivery delays and minor quality issues. Galls has since had a successful relationship with the State of North Dakota.

Contract 20-40 with the Henry County Fire Department, GA was terminated on December 31, 2020, for service issues related to delivery, website, and ordering delays caused by COVID.

7. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

Galls has been charged with misdemeanor violations of certain provisions of the California Business and Professions Code State of California (The People of the State of California v. Galls , Case #7VW0465501, Los Angeles County - Superior Court, CA).

During a routine inspection conducted on June 5, 2017, by the California Department of Agriculture, Division of Weights and Measures, (2) items in a branch location were incorrectly scanned resulting in an overcharge of $6.54. The matter resolved among the parties on or before November 30,2017.

12007 Research Boulevard ▪ Austin, Texas 78759-2439 · PH: 800-695-2919 ▪ FAX: 800-211-5454 ▪ buyboard.com

REQUIRED FORMS CHECKLIST

(Please check (√) the following)

☒ Reviewed/Completed: **Proposer's Acceptance and Agreement**

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

☒ Reviewed/Completed: **Proposal Acknowledgements**
☒ Reviewed/Completed: **Felony Conviction Disclosure**
☒ Reviewed/Completed: **Resident/Nonresident Certification**
☒ Reviewed/Completed: **Debarment Certification**
☒ Reviewed/Completed: **Vendor Employment Certification**
☒ Reviewed/Completed: **No Boycott Verification**
☒ Reviewed/Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
☒ Reviewed/Completed: **Historically Underutilized Business Certification**
☒ Reviewed/Completed: **Acknowledgement of BuyBoard Technical Requirements**
☒ Reviewed/Completed: **Construction-Related Goods and Services Affirmation**
☒ Reviewed/Completed: **Deviation and Compliance**
☒ Reviewed/Completed: **Vendor Consent for Name Brand Use**
☒ Reviewed/Completed: **Confidential/Proprietary Information**
☒ Reviewed/Completed: **EDGAR Vendor Certification**
☒ Reviewed/Completed: **Compliance Forms Signature Page**

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

☒ Reviewed/Completed: **Vendor Business Name**
☒ Reviewed/Completed: **Vendor Contact Information** (*complete in electronic proposal submission system)*
☒ Reviewed/Completed: **Federal and State/Purchasing Cooperative Experience**
☒ Reviewed/Completed: **Governmental References**
☒ Reviewed/Completed: **Company Profile**
☒ Reviewed/Completed: **Texas Regional Service Designation** (*complete in electronic proposal submission system)*
☒ Reviewed/Completed: **State Service Designation** (*complete in electronic proposal submission system)*
☒ Reviewed/Completed: **National Purchasing Cooperative Vendor Award Agreement** *(Vendors serving outside Texas only)*
☒ Reviewed/Completed: **Local/Authorized Seller Listings**
☒ Reviewed/Completed: **Manufacturer Dealer Designation**
☒ Reviewed/Completed: **Proposal Invitation Questionnaire**
☒ Reviewed/Completed: **Vendor Request to Self-Report BuyBoard Purchases** *(Optional)*

☒ Reviewed/Completed: **Proposal Specifications, Evaluation Items and** *Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) must be submitted with the Proposal or the Proposal will not be considered***.**

PROPOSAL SPECIFICATION SUMMARY

The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).

PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted**.

Section I: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS

1. Discount (%) off catalog/pricelist for **Purchase of Band Uniforms, Related Supplies and Accessories.**
2. Discount (%) off catalog/pricelist for **Purchase of Flag Corps Uniforms, Related Supplies and Accessories.**
3. Discount (%) off catalog/pricelist for **Purchase of Formal Wear for Bands and Orchestra, Related Supplies and Accessories** (dresses, tuxedos, jackets, pants).
4. Discount (%) off catalog/pricelist for **Purchase of Show Choir Wear, Related Supplies and Accessories.**
5. Discount (%) off catalog/pricelist for **Purchase of Cheerleading Uniforms, Related Supplies and Accessories.**
6. Discount (%) off catalog/pricelist for **Purchase of Drill Team Uniforms, Related Supplies and Accessories.**
7. Discount (%) off catalog/pricelist for **Purchase of Dancewear, Related Supplies and Accessories.**
8. Discount (%) off catalog/pricelist for **Purchase of All Other Performance Related Uniforms, Related Supplies and Accessories not listed above.**

Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS

9. Discount (%) off catalog/pricelist for **Purchase of Public Safety (police, fire, EMS, security, etc.) Uniforms**, **Related Supplies and Accessories**.
10. Discount (%) off catalog/pricelist for **Purchase of Custodial and Maintenance Uniforms, Related Supplies and Accessories**.
11. Discount (%) off catalog/pricelist for Purchase of **Food Service Uniforms, Related Supplies and Accessories**.
12. Discount (%) off catalog/pricelist for **Purchase of Medical and Nursing Uniforms, Related Supplies and Accessories**.
13. Discount (%) off catalog/pricelist for **Purchase of Business Uniforms (Career Apparel), Related Supplies and Accessories**.
14. Discount (%) off catalog/pricelist for **Purchase of Student Uniforms, Related Supplies and Accessories**.
15. Discount (%) off catalog/pricelist for Purchase of **ARC Rated/Flame Resistant Uniforms, Related Supplies and Accessories**.
16. Discount (%) off catalog/pricelist for **Purchase of Industrial Towels.**
17. Discount (%) off catalog/pricelist for **Purchase of All Other Work-Related Uniforms, Related Supplies and Accessories not listed above**.

Section III: RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTS

18. Discount (%) off catalog/pricelist for **Rental of Public Safety (police, fire, EMS, security, etc.) Uniforms, Related Supplies and Accessories**.
19. Discount (%) off catalog/pricelist for **Rental of Custodial and Maintenance Uniforms, Related Supplies and Accessories**.
20. Discount (%) off catalog/pricelist for **Rental of Food Service Uniforms, Related Supplies and Accessories**.
21. Discount (%) off catalog/pricelist for **Rental of Medical and Nursing Uniforms, Related Supplies and Accessories**.
22. Discount (%) off catalog/pricelist for **Rental of Business Uniforms (Career Apparel), Related Supplies and Accessories**.

23. Discount (%) off catalog/pricelist for **Rental of All Other Work-Related Uniforms, Related Supplies and Accessories** not listed above.
24. Discount (%) off catalog/pricelist for **Rental of Industrial Towels.**
25. Discount (%) off catalog/pricelist for **Rental of Industrial Mats.**
26. Discount (%) off catalog/pricelist for **Rental of Industrial Mop Service.**
27. Discount (%) off catalog/pricelist for **Rental of ARC Rated/Flame Resistant Uniforms, Related Supplies and Accessories**.
28. Discount (%) off catalog/pricelist for **Rental of All Other Industrial Uniform, Related Products, Supplies and Accessories** not listed above.

Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS

1. Information under Section IV is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT.** Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure. [BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3. Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption** from this requirement. The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

29. **Uniform Clothing Rental: Executive Shirt;** long sleeve; 100% cotton; BuyBoard weekly rental unit price.
30. **Uniform Clothing Rental: Industrial Work Shirt;** long sleeve, synthetic blend; BuyBoard weekly rental unit price.
31. **Uniform Clothing Rental: Industrial Work Shirt;** stripe, long sleeve, synthetic blend; BuyBoard weekly rental unit price.
32. **Uniform Clothing Rental: Button Down Shirt;** long sleeve; 100% cotton; BuyBoard weekly rental unit price.
33. **Uniform Clothing Rental: Industrial Pants;** synthetic blend; BuyBoard weekly rental unit price.
34. **Uniform Clothing Rental: Executive Slacks;** Cotton; BuyBoard weekly rental unit price.
35. **Uniform Clothing Rental: Blue Denim Jeans;** Cotton; BuyBoard weekly rental unit price.

ADDITIONAL WEEKLY RENTAL/PREP CHARGES (MISC. ITEMS)

36. **4X6 Floor Mat**; per item; BuyBoard weekly rental unit price.
37. **Dry Mop;** Treated; 36 inches, per item; BuyBoard weekly rental unit price.
38. **Name Tags**; per item; BuyBoard weekly rental unit price.
39. **Prep Charges**; per item; BuyBoard weekly rental unit price.
40. **Emblem**; per item (print or embroidery); BuyBoard weekly rental unit price.
41. **Emblem 2**; per item (print or embroidery); BuyBoard weekly rental unit price.
42. **Environmental Fee**
43. **Energy Surcharge**
44. **Initial Set Up Charges**
45. **Swing Suit Charges**
46. **Minimum Stop Size Fee**
47. **Image Guard Fee**
48. **Deposit Charge**

RETURNING DEFECTIVE PRODUCTS

Once a returned product has been received into the Galls distribution center, it will be processed and the replacement or corrected item will be sent within 24 hours, if in stock. All customized items will be sent out according to production lead time. If an item is being returned for a full credit, it will take place once the item has been received. Products can also be returned at the local facility once in place.

RETURN & RESTOCKING POLICY

Galls offers a "no hassle guarantee" on returned merchandise. This means if **Buyboard members** are unhappy for any reason with their purchase, it can be returned to Galls for an exchange or refund. This does not apply to a non-Galls error on a personalized (embroidered, heat press, etc.) garment.

Trust is crucial to a team and, as your partner, we want to make sure our products match your expectations. We offer two levels of returns:

30-day Comfort Guarantee. If you are not completely satisfied with your boots or shoes, simply return them within 30 days from the date you received your order for a refund or exchange.

One-Year Returns. We accept returns of resalable items within one year of purchase that are unworn, in new condition, and in original packaging along with all packaging attachments and enclosures, including all applicable tags, instructions, etc. For apparel, return item in its original, packaging along with all packaging attachments and enclosures, including all applicable tags, instructions, etc. Return instructions are available on the reverse side of the packing slip.

Refunds. Refunds are deposited back to your original payment method.

Shipping Refunds. Original shipping charges are non-refundable unless the return is related to our error.

Special Order or Embellished Items. Special order items or items that have been altered, decorated, engraved, customized or otherwise embellished at the request of our customers cannot be returned unless the return is related to our error.

Electronic Items. Body worn cameras, audio recording devices, and memory cards cannot be returned to a Galls store or at Galls.com; they must be returned directly to the manufacturer in accordance with that manufacturer's returns policy.

Clearance Items. All clearance items are sold "as is" and cannot be returned.

HAZMAT or ORM-D Items. Returns for these items, including but not limited to self-defense sprays, chemical kits, select first aid kits and components, road flares, and fire extinguishers cannot be accepted. If you are unsure if the product you are returning falls into this category, please contact Galls' Customer Service. Refunds may be available depending

Gift Certificates. Gift Certificates cannot be returned or redeemed for cash or credit except where required by law.

WARRANTY

All products will fall under the manufacturer’s standard warranties. In addition, Galls offers a “No Hassle Guarantee” on returned merchandise. This means that if you are unhappy for any reason with your purchase, you may return it to Galls for an exchange or refund within 1 year from purchase date. This does not apply to a non-Galls error on a personalized (embroidered, heat press, etc.) garment.

Manufacturer Warranties - Many products sold by Galls offer extended manufacturer's warranties. For returns related to matters covered by a manufacturer's warranty, please visit the manufacturing brand's website and/or call their customer service line directly.

MARKETING STRATEGY

Galls understands that having a cooperative agreement never guarantees any sales and we need to put in the work to build relationships with participating agencies to grow our business. Galls' marketing strategy is to provide an online system, along with a large inventory position capable of meeting the needs of any size customer. This makes the customer experience more efficient and creates a long-term partnership between Galls and the agency. Galls currently operates more than **15,000** eQuip websites nationally ranging from a small single user department to a large multinational security firm with **10,000** users at multiple locations. In 99% of customers, the functionality is already built, which means the process is simply "plug and play". Galls has been operating custom websites for approximately **10** years however, in 2011 we shifted our focus to increase our functionality and availability for our public safety and government agency customers.

We have developed a marketing strategy for this program that would cover two major verticals:

1) ONLINE

We understand that in-store shopping is not easily available to every customer and some prefer an online shopping portal. Galls would develop a custom e-commerce platform (eQuip) which would allow Buyboard Members to view products at contract pricing. Galls will also work with Buyboard to obtain all necessary logos to be utilized for our web portal.

Additionally- Galls would setup, at no charge, customer specific Uniform Programs with customer specific customization and embellishment to mirror contract pricing. Our Galls.com website has current links to contract programs, and we would add a link to the specific Buyboard eQuip site to drive customer engagement.

2) IN PERSON/OVER THE PHONE

In addition to our locations, Galls has a nationwide coverage of Regional Area Executives (RAE's) that can setup in person meetings with potential customers. We also have a vast inside sales team that acts as additional support to our RAE's. Our sales force numbers over 125 reps available for customer support and contract marketing. The largest in our segment. We would also advertise the Buyboard contract at the over 100 tradeshows we attend annually, including attending and participating in the annual NIGP forum, NPI conference and Regional Cooperative Summits.

670-22
gallsllc
Supplier Response

Event Information

Number: 670-22
Title: Uniforms and Accessories
Type: Request for Proposal
Issue Date: 10/14/2021
Deadline: 12/16/2021 04:00 PM (CT)
Notes:

The Local Government Purchasing Cooperative (BuyBoard)

Proposal Invitation No. 670-22
Uniforms and Accessories
Proposal Due Date and Time: December 16, 2021, at 4:00 PM

Responding to this and future proposals online is easy with our **online submission system**.

1. **View and download the forms.**

- **DO NOT log in to view and download the documents.**
- Visit vendor.buyboard.com and click on the "Current Proposal Invitations" button
  shown below to view and download the forms for this proposal.

2. **To submit completed proposal.**

- Visit vendor.buyboard.com and click "Register/Login/Submit

Proposal" button shown
below to submit your proposal online.

- For additional assistance click this link View our Proposal Submission Instructions.

New Vendor? Visit vendor.buyboard.com and click "Register/Login/Submit Proposal."
Click Register now as a new supplier/vendor, so you don't miss future proposal opportunities.

Any Addenda issued with this proposal will also be placed on the website, and it will be the
vendor's responsibility to obtain the information.

gallsllc Information

Address: 1340 Russell Cave Road
Lexington, KY 40505
Phone: (800) 876-4242 x2330

By submitting your response, you certify that you are authorized to represent and bind your company.

David Scheve
Signature

smeltzer-amelia@galls.com
Email

Submitted at 12/16/2021 3:18:12 PM

Requested Attachments

BuyBoard Proposal Invitation No. 670-22 Uniforms and Accessories — Proposal-No-670-22.pdf

REQUIRED-In PDF format, upload all proposal invitation documents available for download at vendor.buyboard.com including any additional pages, as necessary. (Please DO NOT password protect uploaded files.)

Catalog/Pricelist — Galls 2021 Catalog.xlsx

REQUIRED-In Excel or PDF format, upload catalog/pricelist in proposal invitation instructions. Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. No paper catalogs or manufacturer/vendor websites will be accepted. File size must not exceed 100MB. (Please DO NOT password protect uploaded files.)

Exceptions and/or Detailed Information Related to Discount % and/or Hourly Labor Rate Proposed — Exceptions BB.pdf

In PDF format and if necessary, vendor shall attach detailed information regarding exceptions to pricing and/or discount percentage and define the services that are proposed to be provided. NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL MAY NOT BE CONSIDERED. (Please DO NOT password protect uploaded files.)

Company Profile — Galls Company Profile.docx

REQUIRED-Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. Submit your company profile in a separate file, in Word format, with your Proposal. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

IRS Form W-9 Request for Taxpayer Identification Number and Certification — W9 Chicago Lockbox_2021.pdf

REQUIRED-In PDF format, upload W-9 form. (Please DO NOT password protect uploaded files.)

Exemption Letter — *No response*

Vendors that do not offer any of the evaluation and/or alternate items shall submit a written letter providing explanation requesting exemption from this requirement and identify its specialty product line(s).

Bid Attributes

1	**Federal Identification Number** Federal Identification Number 20-3545989

2 HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification

HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification

3 No Israel Boycott Certification

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Yes

4 No Excluded Nation or Foreign Terrorist Organization Certification

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

Yes

5 MWBE/HUB Status Certification

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form.

I certify that my company has been certified as a MWBE/HUB in the following categories: *(Please check all that apply)*

6 Minority Owned Business

Minority Owned Business

☐ *Minority Owned Business (Yes)*

7 Women Owned Business

Women Owned Business

☐ *Women Owned Business (Yes)*

8	**Service-Disabled Veteran Owned Business** Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense) ☐ *Service-Disabled Veteran Owned Business (Yes)*
9	**Certification Number** Certification Number *No response*
10	**Name of Certifying Agency** Certifying Agency *No response*
11	**Non-MWBE/HUB** My company has NOT been certified as a MWBE/HUB ☑ Non-HUB (Yes)
12	**Vendor General Contact Information** Proposal/Contract General Contact Information
13	**Vendor Proposal/Contract Contact Name** Vendor Proposal/Contract Contact Name Amelia Smeltzer
14	**Vendor Proposal/Contract Contact E-mail Address** Vendor Proposal/Contract Contact E-mail Address smeltzer-amelia@galls.com
15	**Vendor Proposal/Contract Mailing Address** Vendor Proposal/Contract Mailing Address 1340 Russell Cave Rd.
16	**Vendor Proposal/Contact Mailing Address - City** Vendor Proposal/Contact Mailing Address - City Lexington
17	**Vendor Proposal/Contact Mailing Address - State** Vendor Proposal/Contact Mailing Address - State (Abbreviate State Name) KY
18	**Vendor Proposal/Contact Mailing Address - Zip Code** Vendor Proposal/Contact Mailing Address - Zip Code 40505
19	**Vendor Proposal/Contact Phone Number** Vendor Proposal/Contact Phone Number (xxx-xxx-xxxx) 859-800-1400

20 **Vendor Proposal/Contact Extension Number**

Vendor Proposal/Contact Extension Number

No response

21 **Company Website**

Company Website (www.XXXXX.com)

www.galls.com

22 **Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- I will use the internet to receive Purchase Orders at the following address

Yes

23 **Purchase Order E-mail Address**

Purchase Order E-mail Address

hudson-kenneth@galls.com

24 **Purchase Order Contact Name**

Purchase Order Contact Name

Kenneth Hudson

25 **Purchase Order Contact Phone Number**

Purchase Order Contact Phone Number (xxx-xxx-xxxx)

859-800-1195

26 **Purchase Order Contact Extension Number**

Purchase Order Contact Extension Number

No response

27 **Alternate Purchase Order E-mail Address**

Alternate Purchase Order E-mail Address

Love-emily#galls.com

28 **Alternate Purchase Order Contact Name**

Alternate Purchase Order Contact Name

Emily Love

29 **Alternate Purchase Order Contact Phone Number**

Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx)

859-800-1342

30 **Alternate Purchase Order Contact Extension Number**

Alternate Purchase Order Contact Extension Number

No response

31 **Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

Yes

32 **Request for Quotes (â€œRFQâ€)**

Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

33 **Request for Quote (RFQ) E-mail Address**

Request for Quote (RFQ) E-mail Address

hudson-kenneth@galls.com

34 **Request for Quote (RFQ) Contact Name**

Request for Quote (RFQ) Contact Name

hudon-kenneth@galls.com

35 **Request for Quote (RFQ) Contact Phone Number**

Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

859-800-1195

36 **Request for Quote (RFQ) Contact Extension Number**

Request for Quote (RFQ) Contact Extension Number

No response

37 **Alternate Request for Quote (RFQ) E-mail Address**

Alternate Request for Quote (RFQ) E-mail Address

love-emily@galls.com

38 **Alternate Request for Quote (RFQ) Contact Name**

Alternate Request for Quote (RFQ) Contact Name

Emily Love

39 **Alternate Request for Quote (RFQ) Contact Phone Number**

Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

859-800-1342

40 **Alternate Request for Quote (RFQ) Contact Extension Number**

Alternate Request for Quote (RFQ) Contact Extension Number

No response

41 **Invoices**

Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved**.

42 **Invoices**

Please choose only one (1) of the following options for receipt of invoices and provide the requested information:

(a) Service fee invoices and related communications should be provided directly to my company at:

or

(b) In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent:

If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.

Service fee invoices and notices direct to company

43 **Invoice Company Name**

Invoice Company Name

Galls, LLC

44 **Invoice Company Department Name**

Invoice Company Department Name

Accounting

45 **Invoice Contact Name**

Invoice Contact Name

Pam Jarvis

46 **Invoice Mailing Address**

Invoice Mailing Address (P.O. Box or Street Address)

1340 Russell Cave Rd.

47 **Invoice Mailing Address - City**

Invoice Mailing Address - City

Lexington

48 **Invoice Mailing Address - State**

Invoice Mailing Address - State (Abbreviate State Name)

KY

49 **Invoice Mailing Address - Zip Code**

Invoice Mailing Address (Zip Code)

40505

50 **Invoice Contact Phone Number**

Invoice Contact Phone Number (xxx-xxx-xxxx)

859-514-9597

51 **Invoice Contact Extension Number**

Invoice Contact Extension Number

No response

52 **Invoice Contact Fax Number**

Invoice Contact Fax Number (xxx-xxx-xxxx)

No response

53 **Invoice Contact E-mail Address**

Invoice Contact E-mail

jarvis-pam@galls.com

54 **Invoice Contact Alternate E-mail Address**

Invoice Contact Alternate E-mail Address

Amelia Smeltzer

55 **Billing Agent Company Name**

Billing Agent Company Name

Galls, LLC

56 **Billing Agent Department Name**

Billing Agent Department Name

Legal

57 **Billing Agent Contact Name**

Billing Agent Contact Name

Amelia Smeltzer

58 **Billing Agent Mailing Address**

Billing Agent Mailing Address (P.O. Box or Street Address)

1340 Russell Cave Rd.

59 **Billing Agent Mailing Address - City**

Billing Agent Mailing Address - City

Lexington

60 **Billing Agent Mailing Address - State**

Billing Agent Mailing Address - State (Abbreviate State Name)

KY

61 **Billing Agent Mailing Address - Zip Code**

Billing Agent Mailing Address - Zip Code

40505

62 **Billing Agent Contact Phone Number**

Billing Agent Contact Phone Number (xxx-xxx-xxxx)

859-800-1400

63 **Billing Agent Contact Extension Number**

Billing Agent Contact Extension Number

No response

64 **Billing Agent Fax Number**

Billing Agent Fax Number

859-268-5971

65 **Billing Agent Contact E-mail Address**

Billing Agent Contact E-mail Address

smeltzer-amelia@galls.com

66 **Billing Agent Alternative E-mail Address**

Billing Agent Alternative E-mail Address

No response

67 **Shipping Via**

Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other

Common Carrier

68 **Payment Terms**

Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251).

Net 30

69 **Vendor's Internal/Assigned Reference/Quote Number**

Vendor's Internal/Assigned Reference/Quote Number

No response

70 **State or Attach Return Policy**

Note: Only return requirements and processes will be deemed part of Vendor's return policy. Any unrelated contract terms, terms of sale, or other information not specifically related to return requirements and processes included in Vendor's return policy shall not apply to any awarded Contract unless specifically included as a deviation in the Deviation and Compliance Form and accepted by the Cooperative.

See attached

71 **Electronic Payments**

Are electronic payments acceptable to your company?

Yes

72 **Credit Card Payments**

Are credit card payments acceptable to your company?

Yes

73 **Texas Regional Service Designation**

Texas Regional Service Designation - Refer to Form in Proposal Invitation

The Cooperative (referred to as “Texas Cooperative” in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

74 **Company Name**

Company Name

Galls, LLC

75 **Texas Regional Service Designation**

Select only one of the following options**.** If you select **"I will NOT serve all Regions of Texas",** you must then check the individual Regions you wish to serve.

All Regions

76 **Region 1**

Region 1 - Edinburg

☑ Region 1 (1)

77 **Region 2**

Region 2 - Corpus Christi

☑ Region 2 (2)

78 **Region 3**

Region 3 - Victoria

☑ Region 3 (3)

79 **Region 4**

Region 4 - Houston

☑ Region 4 (4)

80 **Region 5**

Region 5 - Beaumont

☑ Region 5 (5)

81 **Region 6**

Region 6 - Huntsville

☑ Region 6 (6)

82	**Region 7** Region 7 - Kilgore ☑ Region 7 (7)
83	**Region 8** Region 8 - Mount Pleasant ☑ Region 8 (8)
84	**Region 9** Region 9 - Wichita Falls ☑ Region 9 (9)
85	**Region 10** Region 10 - Richardson ☑ Region 10 (10)
86	**Region 11** Region 11 - Fort Worth ☑ Region 11 (11)
87	**Region 12** Region 12 - Waco ☑ Region 12 (12)
88	**Region 13** Region 13 - Austin ☑ Region 13 (13)
89	**Region 14** Region 14 - Abilene ☑ Region 14 (14)
90	**Region 15** Region 15 - San Angelo ☑ Region 15 (15)
91	**Region 16** Region 16 - Amarillo ☑ Region 16 (16)
92	**Region 17** Region 17 - Lubbock ☑ Region 17 (17)
93	**Region 18** Region 18 - Midland ☑ Region 18 (18)

94 **Region 19**

Region 19 - El Paso

☑ Region 19 (19)

95 **Region 20**

Region 20 - San Antonio

☑ Region 20 (20)

96 **State Service Designation**

State Service Designation - Refer to Form in Proposal Invitation.

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete this form accordingly. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. *By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*

97 **Company Name**

Company Name

Galls, LLC

98 **State Service Designation**

Select only one of the following options. If you select "I will NOT serve all States", you must then check the individual States you wish to serve.

All States

99 **Alabama**

Alabama

☑ Alabama (AL)

100 **Alaska**

Alaska

☑ Alaska (AK)

101 **Arizona**

Arizona

☑ Arizona (AZ)

102 **Arkansas**

Arkansas

☑ Arkansas (AR)

103	**California** California (Public Contract Code 20118 & 20652) ☑ California (CA)
104	**Colorado** Colorado ☑ Colorado (CO)
105	**Connecticut** Connecticut ☑ Connecticut (CT)
106	**Delaware** Delaware ☑ Delaware (DE)
107	**District of Columbia** District of Columbia ☑ District of Columbia (DC)
108	**Florida** Florida ☑ Florida (FL)
109	**Georgia** Georgia ☑ Georgia (GA)
110	**Hawaii** Hawaii ☑ Hawaii (HI)
111	**Idaho** Idaho ☑ Idaho (ID)
112	**Illinois** Illinois ☑ Illinois (IL)
113	**Indiana** Indiana ☑ Indiana (IN)
114	**Iowa** Iowa ☑ Iowa (IA)

115	**Kansas** Kansas ☑ Kansas (KS)
116	**Kentucky** Kentucky ☑ Kentucky (KY)
117	**Louisiana** Louisiana ☑ Louisiana (LA)
118	**Maine** Maine ☑ Maine (ME)
119	**Maryland** Maryland ☑ Maryland (ME)
120	**Massachusetts** Massachusetts ☑ Massachusetts (MA)
121	**Michigan** Michigan ☑ Michigan (MI)
122	**Minnesota** Minnesota ☑ Minnesota (MN)
123	**Mississippi** Mississippi ☑ Mississippi (MS)
124	**Missouri** Missouri ☑ Missouri (MO)
125	**Montana** Montana ☑ Montana (MT)
126	**Nebraska** Nebraska ☑ Nebraska (NE)

127	**Nevada** Nevada ☑ Nevada (NV)
128	**New Hampshire** New Hampshire ☑ New Hampshire (NH)
129	**New Jersey** New Jersey ☑ New Jersey (NJ)
130	**New Mexico** New Mexico ☑ New Mexico (NM)
131	**New York** New York ☑ New York (NY)
132	**North Carolina** North Carolina ☑ North Carolina (NC)
133	**North Dakota** North Dakota ☑ North Dakota (ND)
134	**Ohio** Ohio ☑ Ohio (OH)
135	**Oklahoma** Oklahoma ☑ Oklahoma (OK)
136	**Oregon** Oregon ☑ Oregon (OR)
137	**Pennsylvania** Pennsylvania ☑ Pennsylvania (PA)
138	**Rhode Island** Rhode Island ☑ Rhode Island (RI)

139	**South Carolina** South Carolina ☑ South Carolina (SC)
140	**South Dakota** South Dakota ☑ South Dakota (SD)
141	**Tennessee** Tennessee ☑ Tennessee (TN)
142	**Texas** Texas ☑ Texas (TX)
143	**Utah** Utah ☑ Utah (UT)
144	**Vermont** Vermont ☑ Vermont (VT)
145	**Virginia** Virginia ☑ Virginia (VA)
146	**Washington** Washington ☑ Washington (WA)
147	**West Virginia** West Virginia ☑ West Virginia (WV)
148	**Wisconsin** Wisconsin ☑ Wisconsin (WI)
149	**Wyoming** Wyoming ☑ Wyoming (WY)

Bid Lines

1	**Section I: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS -** Discount (%) off catalog/pricelist for **Purchase of Band Uniforms, Related Supplies and Accessories**. Catalog/Pricelist MUST be included or proposal will not be considered. ***No Bid*** Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered: • Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed • Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed **Item Attributes** **1. State Name of Catalog/Pricelist Proposed with Discount Percentage** NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed". *No response*
2	**Section I:UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS -** Discount (%) off catalog/pricelist for **Purchase of Flag Corps Uniforms, Related Supplies and Accessorie**s. Catalog/Pricelist MUST be included or proposal will not be considered. ***No Bid*** Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered: • Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed • Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed **Item Attributes** **1. State Name of Catalog/Pricelist Proposed with Discount Percentage** NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed". *No response*

3	**Section I:UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS -** Discount (%) off catalog/pricelist for **Purchase of Formal Wear for Bands and Orchestra, Related Supplies and Accessories** (dresses, tuxedos, jackets, pants). Catalog/Pricelist MUST be included or proposal will not be considered. ***No Bid*** Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered: • Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed • Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed **Item Attributes** **1. State Name of Catalog/Pricelist Proposed with Discount Percentage** NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed". *No response*
4	**Section I:UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS -** Discount (%) off catalog/pricelist for **Purchase of Show Choir Wear, Related Supplies and Accessories**. Catalog/Pricelist MUST be included or proposal will not be considered. ***No Bid*** Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered: • Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed • Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed **Item Attributes** **1. State Name of Catalog/Pricelist Proposed with Discount Percentage** NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed". *No response*

5 **Section I:UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS -** Discount (%) off catalog/pricelist for **Purchase of Cheerleading Uniforms, Related Supplies and Accessories**. Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

6 **Section I:UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS -** Discount (%) off catalog/pricelist for **Purchase of Drill Team Uniforms, Related Supplies and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

7 **Section I:UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS -** Discount (%) off catalog/pricelist for **Purchase of Dancewear, Related Supplies and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

8 **Section I:UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS -** Discount (%) off catalog/pricelist for **Purchase of All Other Performance Related Uniforms, Related Supplies and Accessories not listed above.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

9	**Section II:UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS -** Discount (%) off catalog/pricelist for **Purchase of Public Safety (police, fire, EMS, security, etc.) Uniforms, Related Supplies and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered. Total: 15% Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered: • Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed • Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed **Item Attributes** **1. State Name of Catalog/Pricelist Proposed with Discount Percentage** NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed". Galls 2021 Catalog
10	**Section II:UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS -** Discount (%) off catalog/pricelist for **Purchase of Custodial and Maintenance Uniforms, Related Supplies and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered. Total: 15% Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered: • Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed • Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed **Item Attributes** **1. State Name of Catalog/Pricelist Proposed with Discount Percentage** NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed". Galls 2021 Catalog

11	**Section II:UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS -** Discount (%) off catalog/pricelist for **Food Service Uniforms, Related Supplies and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered. Total: 15% Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered: • Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed • Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed **Item Attributes** **1. State Name of Catalog/Pricelist Proposed with Discount Percentage** NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed". Galls 2021 Catalog
12	**Section II:UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS -** Discount (%) off catalog/pricelist for **Purchase of Medical and Nursing Uniforms, Related Supplies and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered. Total: 15% Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered: • Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed • Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed **Item Attributes** **1. State Name of Catalog/Pricelist Proposed with Discount Percentage** NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed". Galls 2021 Catalog

13 **Section II:UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS -** Discount (%) off catalog/pricelist for **Purchase of Business Uniforms (Career Apparel), Related Supplies and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 15%

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Galls 2021 Catalog

14 **Section II:UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS -** Discount (%) off catalog/pricelist for **Purchase of Student Uniforms, Related Supplies and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 15%

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Galls 2021 Catalog

15 **Section II:UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS -** Discount (%) off catalog/pricelist for **ARC Rated/Flame Resistant Uniforms, Related Supplies and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 15%

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Galls 2021 Catalog

16 **Section II:UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS -** Discount (%) off catalog/pricelist for **Purchase of Industrial Towels.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

17 **Section II:UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS -** Discount (%) off catalog/pricelist for **Purchase of All Other Work-Related Uniforms, Related Supplies and Accessories not listed above.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 15%

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Galls 2021 Catalog

18 **Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS -** Discount (%) off catalog/pricelist for **Rental of Public Safety (police, fire, EMS, security, etc.) Uniforms, Related Supplies and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

19 **Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS** - Discount (%) off catalog/pricelist for **Rental of Custodial and Maintenance Uniforms, Related Supplies and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

20 **Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS** - Discount (%) off catalog/pricelist for **Rental of Food Service Uniforms, Related Supplies and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

21 **Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS** - Discount (%) off catalog/pricelist for **Rental of Medical and Nursing Uniforms, Related Supplies and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

22 **Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS** - Discount (%) off catalog/pricelist for **Rental of Business Uniforms (Career Apparel), Related Supplies and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

23 **Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS** - Discount (%) off catalog/pricelist for **Rental of All Other Work-Related Uniforms, Related Supplies and Accessories** not listed above. Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

24 **Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS** - Discount (%) off catalog/pricelist for **Rental of Industrial Towels.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

25 **Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS** - Discount (%) off catalog/pricelist for **Rental of Industrial Mats.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

26 **Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS** - Discount (%) off catalog/pricelist for **Rental of Industrial Mop Service.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

27 **Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS -** Discount (%) off catalog/pricelist for **Rental of ARC Rated/Flame Resistant Uniforms, Related Supplies and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

28 **Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS -** Discount (%) off catalog/pricelist for **of All Other Industrial Uniform, Related Products, Supplies and Accessories** not listed above. Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

29

Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 1 -Uniform Clothing Rental: Executive Shirt; long sleeve; 100% cotton; BuyBoard weekly rental unit price.

No Bid

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded**. THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT.** Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."**. The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

30

Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 2 -Industrial Work Shirt; long sleeve, synthetic blend; BuyBoard weekly rental unit price.

No Bid

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded**. THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT.** Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."**. The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

31

Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 3 -Industrial Work Shirt; stripe, long sleeve, synthetic blend; BuyBoard weekly rental unit price.

No Bid

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded**. THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT.** Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."**. The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

32

Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 4 -Button Down Shirt; long sleeve; 100% cotton; BuyBoard weekly rental unit price.

No Bid

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded**. THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT.** Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."**. The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

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Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 5 -Industrial Pants; synthetic blend; BuyBoard weekly rental unit price.

Unit Price: *No response* Total: *No response*

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded**. THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT.** Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."**. The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

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Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 6 -Executive Slacks; Cotton; BuyBoard weekly rental unit price.

No Bid

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded**. THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT.** Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."**. The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

35

Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 7 -Blue Denim Jeans; Cotton; BuyBoard weekly rental unit price.

No Bid

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded**. THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT.** Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."**. The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

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Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 8 - 4X6 Floor Mat; per item; BuyBoard weekly rental unit price.

No Bid

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded**. THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT.** Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."**. The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

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Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 9 - Dry Mop; Treated; 36 inches, per item; BuyBoard weekly rental unit price.

No Bid

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded**. THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT.** Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."**. The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

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Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 10 - Name Tags; per item; BuyBoard weekly rental unit price.

No Bid

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded**. THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT.** Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."**. The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

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Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 11 - Prep Charges; per item; BuyBoard weekly rental unit price.

No Bid

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded**. THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT.** Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."**. The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

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Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 12 - Emblem; per item (print or embroidery); BuyBoard weekly rental unit price

No Bid

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded**. THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT.** Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."**. The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

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Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 13 - Emblem 2; per item (print or embroidery); BuyBoard weekly rental unit price.

No Bid

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded**. THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT.** Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."**. The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

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Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 14 - Environmental Fee.

No Bid

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded**. THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT.** Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."**. The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

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Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 15 - Energy Surcharge.

No Bid

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded**. THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT.** Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."**. The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

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Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 16 - Initial Set Up Charges.

No Bid

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded**. THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT.** Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."**. The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

45

Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 17 - Swing Suit Charges.

No Bid

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded**. THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT.** Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."**. The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

46

Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 18 - Minimum Stop Size Fee.

No Bid

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded**. THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT.** Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."**. The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

47

Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 19 - Image Guard Fee.

No Bid

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded**. THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT.** Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."**. The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

48

Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 20 - Deposit Charge.

No Bid

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded**. THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT.** Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."**. The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. UNIFORM RENTAL (Catalog Name as stated in proposal)

No response

2. Catalog Page No. of RENTAL Clothing Item

No response

3. Catalog Price of RENTAL Clothing Item

No response

4. UNIFORM RENTAL (Discount % Stated in Proposal)

No response

5. No. of RENTAL Units Billed (11 Sets Program)

☐ Yes (Yes)
☐ No (No)

6. If checked "No" above, enter number of sets in proposed weekly rental program

No response

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

Response Total: $0.00

CATALOG EXCEPTIONS & CLARIFICATIONS

The offered 15% discount cannot be utilized on sale or clearance products or combined with any promotional codes.

In the submitted catalog we identified each Buyboard Specification Item Number Category that we bid on for each line. Many of our offered products can be purchased across these different categories. If awarded the contract, Galls can work with Buyboard to narrow down the item number category per line but we included more descriptive category terms to help customers review the catalog items.

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

April 21, 2023

Sent via email to: hudson-kenneth@galls.com

Kenneth Hudson
Galls, LLC
1340 Russell Cave Rd.
Lexington KY 40505

Re: Uniforms and Accessories
BuyBoard Contract 670-22

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Uniforms and Accessories, Contract 670-22 effective 6/1/2022 through May 31, 2023, with two possible one-year renewals. At this time the BuyBoard is renewing your contract through May 31, 2024.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at contractadmin@buyboard.com prior to the start of the renewal term.

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of $15,000 annually or they may not be offered a contract renewal.

If you have questions or comments concerning this renewal, please contact me as soon as possible at contractadmin@buyboard.com . We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg

Jim Tulberg
Vendor Contract Administrator

1st renewal v.02.13.2020

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

Galls, LLC Mike Fadden ,CEO

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

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

N/A

Name of Officer

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

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

☐ Yes ☐ No N/A

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

☐ Yes ☐ No N/A

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

N/A

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

7 Mike Fadden

Signature of vendor doing business with the governmental entity

3/7/2023

Date

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

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Manuel Chacon, Communications & Marketing Director
Date:	Tuesday, September 5, 2023
Agenda #:	Consideration and **ACTION** to approve the **FIRST RENEWAL** for the Contract Agreement with ATELIER 956 LLC for Video Streaming Services (VSS-76-0722) for the City of Brownsville in the amount of $6,900 per month, as budgeted. (Communications & Marketing Department)

Summary:
The Communications and Marketing Department (CMD) seeks approval for the first renewal of the contract with Atelier for streaming and video services to continue transparency and municipal operations as required per state statutes. The contracted amount is $6,900 monthly, with an additional schedule of services available to the City as needed. Additional services above the monthly contract price will be on an as-needed basis only to cover additional streaming and video services not previously anticipated by CMD. I.e., called meetings, boards and commissions, employee town halls, etc. The additional services shall not exceed CMD's budget for communication and marketing.

Project Scope and Analysis:
Atelier provides live-streaming services to facilitate transparency and municipal operations via audio and video streaming as state law requires.

Funding:

Source: 01-495-765 (FY2024 - $120,000)

Amount: 6,900/month + additional services on fee schedule

Local Contribution if Applicable:

Recommendation:
Communications and Marketing Department recommends approval

Commission Pillar:
Governance Pillar

Attachments:

1. VSS-76-0722 First Renewal
2. Atelier Original Procurement Analysis

City of Brownsville
Purchasing & Contract Services Department

First Renewal to Contract for the Term Contract for Video Streaming Services
VSS-76-0722-59-0919

This **First Renewal** ("Amendment") to the Contract for the Term Contract for Video Streaming Services **VSS-76-0722** ("Agreement") by and between The City of Brownsville ("City"), a Texas municipal corporation, and Atelier 956,LLC., ("Consultant"), is entered into after approval by City Commission and/or City Manager, and as to the last party to sign the Amendment as dated below (the "Effective Date"). City and Consultant are collectively referred to as the "Parties".

WHEREAS, the City and Consultant now desire to Renew the Agreement as stated herein.

The First renewal of the contract will be from October 01, 2023, through September 30, 2024.

- Initial contract term was from February 08, 2023, through September 30, 2023.

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

These services shall be in accordance with the Agreement. Either Party May terminate this Agreement with not less than 30 days written notice.

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

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

Atelier 956 LLC.

By: _____

Date: _____

City of Brownsville, Texas

By: _____
Mayor, City of Brownsville

Date: _____

"Approved as to Form and Legality
This 9th day of August 2023
Title First Asst CA
Office of the Brownsville City Attorney"

CITY OF BROWNSVILLE CONTRACT AGREEMENT FOR VIDEO STREAMING SERVICES FOR THE CITY OF BROWNSVILLE
VSS-76-0722

This Agreement is entered into as of Wednesday, February 8, 2023, between The City of Brownsville, Texas, collectively hereinafter referred to as ("CITY") and Atelier, hereinafter referred to as ("CONTRACTOR").

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 on the date of approval of this agreement by the Brownsville City Commission 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.Indemnity.

a. **CONSULTANT SHALL INDEMNIFY, DEFEND AND HOLD CITY, ITS COMMISSION, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM ANY AND ALL MANNER OF SUITS, CLAIMS OR DEMANDS (1) ARISING OUT OF OR RELATING TO CONSULTANT'S, ITS EMPLOYEES', AGENTS' AND SUBCONTRACTORS' ACTS OR OMISSIONS ARISING UNDER THE PERFORMANCE OF THIS AGREEMENT; (2) THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CONSULTANT, ITS AGENTS, EMPLOYEES OR SUBCONTRACTORS; (3) CONSULTANT'S BREACH OF ANY REPRESENTATION, WARRANTY, COVENANT OR OTHER OBLIGATION HEREUNDER; AND (4) THE INFRINGEMENT OF ANY THIRD PARTY PROPRIETARY RIGHTS WITH RESPECT TO GOODS OR SERVICES SUPPLIED TO CITY IN CONNECTION WITH THIS AGREEMENT (EACH OF WHICH IS AN "INDEMNIFYING ACT"). CONSULTANT SHALL REIMBURSE CITY FOR ANY AND ALL COSTS, DAMAGES AND EXPENSES INCLUDING REASONABLE ATTORNEY'S FEES TO WHICH CITY MAY BE SUBJECT AS A RESULT OF THE OCCURRENCE OF ANY INDEMNIFYING ACT.**

b. This provision shall survive any termination of this Agreement, and the indemnities described in this paragraph will not be subject to any liability caps stated anywhere in 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:	Atelier 1191 Ceiba Circle Brownsville Texas, 78521
If to CITY:	City of Brownsville 1001 E. Elizabeth St. Brownsville Texas, 78521

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

h. *Entire Understanding.* This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

i. *Unenforceability of Provisions.* If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

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

CITY OF BROWNSVILLE

Signature: _____

Print Name: Trey Mendez

Title: Mayor

Date: 03/07/2023

CONTRACTOR

Signature: _____

Print Name: Jorge Cardenas

Title: Owner

Date: 3/20/2023

"Approved as to Form and Legality
This 30th day of January 2023
Title Interim First Asst. CA
Office of the Brownsville City Attorney"

EXHIBIT "A"

Video Production: Based on a 1-3 minute production.

Half-Day Shoot* up to 5 hours

- Two-Person Crew
- Two Camera Set-up
- Set-up & Teardown
- Lighting Equipment
- Pre & Postproduction
- Editing

Full Day Shoot* 5 – 8 Hours

- Two-Person Crew
- Two Camera Set-up
- Set-up & Teardown
- Lighting Equipment
- Pre & Postproduction
- Editing

* Additional lighting, audio, or video needs to be quoted accordingly. Any material captured by Atelier may be provided to the City of Brownsville upon its request. Additionally provided materials may only be provided to a third party for commercial purposes upon receipt of a written release by Atelier.

Live Streaming (non-chambers events):

OVERVIEW

Basic live stream package includes the following: A two camera setup, two-person crew, motion graphics, pre & post-production, setup, teardown and all necessary hardware, up to 4 wireless handheld microphones, backup recording and up to two hours of live streaming services to one streaming platform (Facebook / Youtube / RTMP).

PREPRODUCTION

Preproduction phase includes all meetings and discussions pertinent to the needs, logistics, location scouting and details of the event.

ASSETS

Asset phase includes the capture and editing of any video packages (if required and quoted separately), motion graphics and audio assets to be included in the stream.

EVENT

Includes set up and tear down of all equipment, rehearsal, and live coverage of event.

Deliverable

Deliverables for our live stream packages include the stream itself and a backup recording of the event to be delivered to the client in1080p resolution via the method of their choice.

City Hall Chambers (Commission / GBIC Meetings):

Service includes all scheduled and special meetings, technical meetings with the A/V contractor (Visionality) and scheduling priority to the City of Brownsville.

- Staffing and Streaming of all Scheduled Meetings
- Staffing and Streaming of all Special Meetings
- Attendance to Scheduled Internal Meetings
- On-Call Priority Service
- Basic Backup Streaming Equipment on hand if required (needs to be determined)

EXHIBIT "B"

The term of this agreement shall be from date of approval to September 30, 2023, with the option for 2 additional one year terms extending to September 30, 2025. The term or any continuation of this Agreement shall be subject to both the appropriation and the availability of funds by CITY

Stipulations

The City of Brownsville will name an authorized agent to communicate with Atelier regarding projects, financial, and operational needs.

All invoices will be due 14 calendar days after being submitted.

Atelier will have full access to CMD equipment and assets including but not limited to facilities, hardware, software, motion graphics and social media platforms.

Atelier is not responsible for providing broadband or internet services.

All events, productions, and/or livestreams will be on a project by project basis agreed upon by the City of Brownsville and Atelier.

Atelier is allowed to modify existing workflows in collaboration with the City of Brownsville.

This agreement is limited to COB & GBIC and does not include entities or organizations outside to the City of Brownsville and its departments.

Atelier is under no obligation to deliver assets besides the final edit of a project.
In the case that additional footage is delivered, it is to be used exclusively by the City of Brownsville and not by a third party without the written permission of Atelier.

Events needing coverage should be scheduled 48 hours in advance.
Atelier reserves the right to block out dates (not conflicting with City Hall events).

EXHIBIT "C"

Video Production: Based on a 1-3 minute production.

Half-Day Shoot* up to 5 hours

Starting at $2,030.00 USD

Full Day Shoot* 5 – 8 Hours

Starting at $2,675.00 USD

Live Streaming (non-chambers events):

Base rate for a one-hour event:

- Conventional Conference Setup
- Two camera set-up
- Two-person crew
- Motion graphics
- Pre and postproduction
- Set-up and teardown
- Up to 4 wireless handheld microphones
- Backup recording
- Up to one hour of live streaming services to one platform (Facebook/YouTube/RTMP)
  $2,675.00 USD

Base rate for a two-hour event:

- Conventional Conference Setup
- Two camera set-up
- Two-person crew
- Motion graphics
- Pre and postproduction
- Set-up and teardown
- Up to 4 wireless handheld microphones
- Backup recording
- Up to two hours of live streaming services to one platform (Facebook/YouTube/RTMP)
  $3,200.00-$4,920.00 USD

*In the case that additional equipment or video content (video walls, production packages, additional audio or video equipment, etc.) or personnel is needed, our prices will be adjusted to represent the additional expenses.

City Hall Chambers (Commission / GBIC Meetings):

$6,900.00 USD Monthly

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

PURCHASING & CONTRACT SERVICES
PROCUREMENT ANALYSIS

Date: Friday, July 15, 2022
To: Mr. Noel Bernal, City Manager
From: Mr. Lupe Granado III, Financial Services Director
CC: Dr. Antonio Caldwell, Procurement and Contract Manager
Ms. Monica Tellam, Communications and Marketing Interim Director

Subject: Agenda Item for the City Commission meeting of Tuesday, September 20, 2022 "Consideration and Action to Award Contract for the" Video Streaming Services at the stipulated prices.". VSS-76-0722

At the request of Ms. Monica Tellam, Communications and Marketing Interim Director, the Procurement Division solicited a formal sealed Request for Proposals for the aforementioned project.

Project milestones were accomplished as follows:

1. The legal advertisements appeared in The Brownsville Herald two times: on June 12th & 19th, 2022 and were posted on the City's electronic bidding platform. There was one (1) addendum issued during the process.

2. A Pre-Proposal Meeting was held on Thursday, June 16, 2022, at 10:00 A.M.

3. Sealed Bids were received for the subject project on Thursday, June 30, 2022, at 02:00 P.M. A total of two (2) submittals were received. Submittals were acknowledged by the Procurement Services staff. Submitting vendors were:

- Atelier 956 LLC
- Rogy Productions

4. Copies of the Proposals submittals received were submitted to the Evaluation Committee for review via Bonfire:

Evaluation Committee Members were:

- Monica Tellam
- James McCoy
- Adalberto Guzman

PROCUREMENT SUMMARY: Atelier 956 LLC is eligible under this procurement for the Video Streaming Services at the stipulated prices. (Exhibit A)

EXHIBIT A

Video Production: Based on a 1-3 minute production.

Half-Day Shoot* up to 5 hours

Starting at $2,030.00 USD

Full Day Shoot* 5 – 8 Hours

Starting at $2,675.00 USD

Live Streaming (non-chambers events):

Base rate for a one-hour event:

- Conventional Conference Setup
- Two camera set-up
- Two-person crew
- Motion graphics
- Pre and postproduction
- Set-up and teardown
- Up to 4 wireless handheld microphones
- Backup recording
- Up to one hour of live streaming services to one platform (Facebook/YouTube/RTMP)
  $2,675.00 USD

Base rate for a two-hour event:

- Conventional Conference Setup
- Two camera set-up
- Two-person crew
- Motion graphics
- Pre and postproduction
- Set-up and teardown
- Up to 4 wireless handheld microphones
- Backup recording
- Up to two hours of live streaming services to one platform (Facebook/YouTube/RTMP)
  $3,200.00-$4,920.00 USD

*In the case that additional equipment or video content (video walls, production packages, additional audio or video equipment, etc.) or personnel is needed, our prices will be adjusted to represent the additional expenses.

City Hall Chambers (Commission / GBIC Meetings):

$6,900.00 USD Monthly

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Joel Garza, Mobility Director
Date:	Tuesday, September 5, 2023
Agenda #:	Consideration and **ACTION** on **Resolution Number 2023-113** to amend the By-Laws for the Transit Advisory Committee. (Multimodal Transportation Department)

Summary:
Due to a lack of clarity in the existing By-Laws, Multimodal Transportation has made changes to the term of appointed members.

Project Scope and Analysis:

Funding:

Source: Not Applicable

Amount:

Local Contribution if Applicable:

Recommendation:
Staff recommends approval.

Commission Pillar:
Quality of Life

Attachments:
1. Resolution 2023-113
2. Transit Advisory Committee BYLAWS
3. DRAFT PPT=Amendment of TAC By-Laws 9.5.23 PP

RESOLUTION NUMBER 2023-113

A RESOLUTION OF THE CITY COMMISSION OF BROWNSVILLE, TEXAS, ADOPTING THE REVISED BY-LAWS OF THE MULTIMODAL TRANSPORTATION/BROWNSVILLE METRO: TRANSIT ADVISORY COMMITTEE.

WHEREAS, the Brownsville Metro Transit Advisory Committee members have reviewed, revised and adopted the attached Brownsville Metro Transit Advisory Committee By-Laws on April 6, 2006;

WHEREAS, the City Commission of the City of Brownsville hereby recognizes the Brownsville Metro Transit Advisory Committee By-Laws;

WHEREAS, the City Commission has, after careful study and review, recommended changes to the City's Transit Advisory Committee By-Laws Herein Below:

ARTICLE TWO

Section One: Mission

1. To provide advice and guidance through staff with an **annual** report to the Brownsville City Commission on the development, implementation and operation of the Paratransit and Fixed Route Service consistent with all State and Federal Rules and Regulations.

ARTICLE THREE

Section Three: Membership Term

1. All terms shall be for a period of two (2 years); provided, however, that if the staggering of terms be necessary to continuity of experience on the committee, the city staff may, upon a vacancy, adjust appointments to assure that the terms of office remain staggered. If a member leaves the committee before his/her two-year term has expired, the replacement appointed in his/her place will **NOT** serve the remainder of the original member's term. The newly appointed member will serve a two-year term from his/her appointment date.
2. Members are appointed as needed by the City Commission.

Section Four: Resignation and Removal

1. Any Committee Member may resign by giving notice to the Chairperson or city staff. Resignations take effect when stated in such notice and acceptance is not necessary to make the resignation effective. In case of a resignation or removal the Transit Advisory Committee can recommend a new member(s) to the City Commission once resignation or removal has been noted.
2. Missing three consecutive meetings without an excuse will result in the removal as a member of the Committee.

ARTICLE FOUR:

Section Three: Secretary

1. The appointees elect the Secretary for the Transit Advisory Committee. The Secretary shall hold the position for a one-year term.

ARTICLE FIVE:

Section Two: Special Meetings

1. Special meetings may be held when called by the Chairperson and city staff, at the request of a majority of the Committee Members or upon approval of a majority of the Committee.

Section Three: **Quorum**

1. The attendance of 4 out of the 7 members shall constitute a quorum for the transaction of business at any meeting.

NOW, THEREFOE, BE IT RESOLVED, by the City Commission of the City of Brownsville, that they authorize the adoption of the revised Brownsville Metro Transit Advisory Committee By-Laws.

Passed, Approved, and Adopted this 5th day of September 2023.

_____
John Cowen, Jr.
Mayor of Brownsville

ATTEST:

_____
Yolanda Galarza
City Secretary

BROWNSVILLE METRO (Revised Dec. 1, 2020)

TRANSIT ADVISORY COMMITTEE

By-Laws

Adopted by the City Commission

June 6, 2006

Last Revised on December 1, 2020, and Adopted by the City Commission on September 5, 2023

ARTICLE ONE: NAME AND ADDRESS

Section One.

The name of the Committee is the Transit Advisory Committee.

Section Two.

The address of this Committee shall be the address used by the **Brownsville Metro** **(Revised Dec. 1, 2020)**:

755 International Blvd.
Brownsville, Texas 78520. **(Revised Dec. 1, 2020)**

ARTICLE TWO: MISSION AND PURPOSE

Section One. MISSION.

To provide advice and guidance through staff with an annual report to Brownsville City Commission on the development, implementation and operation of the Paratransit and Fixed Route Service consistent with all State and Federal Rules and Regulations.
(Revised Sept 2023)

Section Two. PURPOSE

1. Monitor the performance of **Brownsville Metro** Quality statistical reports. **(Revised Dec. 1, 2020)**
2. Monitor users through a statistical report of service production for Paratransit and Fixed Route operations in order to determine deterioration due to use or abuse.
3. Review requested and proposed service, policy and procedure changes to assure that user and institutional needs have been addressed.
4. Review individual complaints, incidents and/or suggestions as needed to determine applicability to policies and procedures.
5. Provide support to staff on enforcing policies, procedures, and practices.
6. Provide advocacy support in community program benefits.
7. Provide input to staff on ideas to improve system performance, responsiveness, and productivity.
8. Review the acquisition/development of major facilities or equipment to assure it addresses the needs of the entire community.

ARTICLE THREE: MEMBERSHIP, RESIGNATION, and REMOVAL

Section One.

The Transit Advisory Committee is appointed by The Brownsville City Commission.

Section Two.

Desired membership is no more than seven members this would also be more consistent with the number of members in the city commission.
(Refer to Notice of Public Meeting of the City of Brownsville held October 30, 2007**)**
These members represent citizens with disabilities, senior citizens, consumers, public agencies and the general community.

Section Three.

All terms shall be for a period of two (2 years); provided, however, that if the staggering of terms be necessary to continuity of experience on the committee, the city staff may, upon a vacancy, adjust appointments to assure that the terms of office remain staggered. If a member leaves the committee before his/her two-year term has expired, the replacement appointed in his/her place will **NOT** serve the remainder of the original member's term. The newly appointed member will serve a two-year term from his/her appointment date. Members are appointed as needed by the City Commission. **(Revised Sept 2023)**

Section Four. RESIGNATION and REMOVAL

Any Committee Member may resign by giving notice to the Chairperson or city staff. **(Revised Sept. 2023)** Resignations take effect when stated in such notice and acceptance is not necessary to make the resignation effective. In case of a resignation or removal the Transit Advisory Committee can recommend a new member(s) to the City Commission once resignation or removal has been noted.

Missing three consecutive meetings without an excuse will result in the removal as a member of the Committee.

ARTICLE FOUR: OFFICERS

Section One.

The appointees elect the **Chairperson** for the Advisory Committee.

The Chairperson shall preside at all meetings of the Committee; call special meetings when necessary; and perform other duties on a needed basis as directed by the Committee. The Chairperson shall hold the position for a one-year term.

Section Two.

The appointees elect the **Vice-Chairperson** for the Advisory Committee.

The Vice-Chairperson shall provide all of the functions and duties with all of the powers in the absence of the Chairperson. The Vice Chairperson shall hold the position for a one-year term.

Section Three.

The appointees elect the **Secretary** for the Transit Advisory Committee. The **Secretary** shall hold the position for a one-year term. **(Revised Sept 2023)**

Section Four.

Elections of Officers to the Transit Advisory Committee will take place every **January.** **(Revised Dec. 1, 2020)**

Election of Officers will be through nominations and appointed by majority of **votes.** **(Revised Dec. 1, 2020)**

ARTICLE FIVE: MEETINGS, QUORUM

Section One.

Regular meetings of the Committee shall be held on the third Wednesday of the month at 5:30 pm with exceptions as deemed necessary by the Committee. Written notice of the time, place and purpose of the meeting shall be emailed by the staff. Two calls are given to the TAC members; the Friday before and on the day of the meeting. Both calls are to remind them for the upcoming meeting and to confirm if they will be attending.

Section Two. SPECIAL MEETINGS

Special meetings may be held when called by the Chairperson and city staff, at the request of a majority of the Committee Members or upon approval of a majority of the Committee. **(Revised Sept 2023)**

Section Three. QUORUM

The attendance of 4 out of the 7 members shall constitute a quorum for the transaction of business at any meeting. **(Revised Sept. 2023)**

Section Four. PENDING OFFICER.

In the absence of the Chairperson, the Vice-Chairperson shall preside.

Section Five. OPEN MEETINGS

All regular meetings of the Committee shall be open to the public published in accordance with the list contained in the Policies and Procedures Manual.

ARTICLE SIX: COMMITTEES

If any appointees made to any Committee for any reason cannot fulfill their duties for the assigned year. The Transit Advisory Committee will assign someone to complete the remainder of term. **(Revised Dec. 1, 2020)**

Section One. STANDING COMMITTEES

Section One-A. APPEALS COMMITTEE

The Appeals Committee should constitute of two (2) Transit Advisory Committee members as active members, one (1) Transit Advisory Committee member as an alternate member and one (1) Brownsville Metro (B- Metro) staff member.

Section One-B. ELIGIBILITY COMMITTEE

The Eligibility Committee shall be constituted of B- Metro staff members. It shall be the duty of the B- Metro staff members to review the applications for eligibility purpose. B-Metro staff members shall also review the total number of applications and ensure their timely review and response.

Section Two. AD HOC COMMITTEES

It shall be permissible, from time to time, as often as the Committee as a whole shall deem necessary, to form AD HOC Committees to explore particular single issues pertinent to any specific operation of the Transit System. Members of these Committees shall be appointed by the Chairperson and ratified by the rest of the Committee.

ARTICLE SEVEN **(Revised Dec. 1, 2020):** AMENDMENTS

Any proposed amendments to the By-Laws shall be submitted in writing to the Chairperson who will, in turn, see that the proposed amendments are circulated in writing at least ten days before inclusion on the agenda of a regular meeting of the Committee. A majority vote of current members of the Committee shall be required for passage of the proposed amendment. Proxy votes will be accounted for.

Amendment of the TAC By-Laws

Multimodal Transportation/Brownsville Metro asks for the City Commission to amend and adopt the following:

1. To provide advice and guidance through staff with an **annual** report to the Brownsville City Commission on the development, implementation and operation of the Paratransit and Fixed Route Service consistent with all State and Federal Rules and Regulations.
2. All terms shall be for a period of two (2 years); provided, however, that if the staggering of terms be necessary to continuity of experience on the committee, the city staff may, upon a vacancy, adjust appointments to assure that the terms of office remain staggered. If a member leaves the committee before his/her two-year term has expired, the replacement appointed in his/her place will **NOT** serve the remainder of the original member's term. The newly appointed member will serve a two-year term from his/her appointment date.
3. Members are appointed as needed by the City Commission.
4. The attendance of 4 out of the 7 members shall constitute a quorum for the transaction of business at any meeting.
5. Any Committee Member may resign by giving notice to the Chairperson or city staff. Resignations take effect when stated in such notice and acceptance is not necessary to make the resignation effective. In case of a resignation or removal the Transit Advisory Committee can recommend a new member(s) to the City Commission once resignation or removal has been noted.
6. Missing three consecutive meetings without an excuse will result in the removal as a member of the Committee.
7. The appointees elect the Secretary for the Transit Advisory Committee. The Secretary shall hold the position for a one-year term.
8. Special meetings may be held when called by the Chairperson and city staff, at the request of a majority of the Committee Members or upon approval of a majority of the Committee.

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Joel Garza, Mobility Director
Date:	Tuesday, September 5, 2023
Agenda #:	**APPROVAL** on **SECOND** and **FINAL READING** of **Ordinance Number 2023-1729** to approve a budget amendment for Fiscal Year 2023. (Multimodal Transportation Department/Finance Department)

Summary:

Project Scope and Analysis:
Financial Services staff will present on **Ordinance Number 2023-1729** amending the fiscal year 2023 budget. The budget amendment will be funded by Fund Balance.

Costs included in the budget amendment are as follow: $2,396,609.

- Jose Colunga site construction (TIGER) – (Public Transit) $2,396,609
- General Fund Fund Balance - (General Fund) ($2,396,609)

Funding:

Source: Budget Amendment

Amount: $2,396,609

Local Contribution if Applicable:

Recommendation:
Staff recommends approval.

Commission Pillar:
Governance

Attachments:

1. Bdgt Amendment Ordinance 2023-1729 backup

ORDINANCE NUMBER 2023-1729

ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS AMENDING THE FISCAL YEAR 2023 BUDGET FOR GENERAL FUND

WHEREAS, the City Commission of the City of Brownsville approved the fiscal budget for the year 2023 on September 6, 2022, in Ordinance Number 2022-1705.

WHEREAS, in accordance with the City Charter of the City of Brownsville, Texas and budgetary laws of the State governing home rule cities, the city manager has hereby submitted to the City Commission the attached fiscal year 2023 budget amendments for General Fund

WHEREAS, all prerequisites heretofore required by law have been met and the attached fiscal year 2023 budget amendments for General Fund

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

Section 1. That the attached budget amendments for General Fund are emergency expenditures to meet unusual/unforeseen conditions and/or to change the budget for the municipal purposes.

Section 2. That the attached fiscal year 2023 budget amendments for General Fund are prepared and submitted to the City Commission and are hereby adopted.

WHEREAS, ADOPTED AND APPROVED by the City Commission of the City of Brownsville, Texas at a meeting thereof held on Tuesday, August 15, 2023 during a first reading and at its second and final reading on Tuesday, September 5, 2023.

_____
John Cowen, Jr
City of Brownsville, Texas

Attest:

_____
Yolanda Galarza
City Secretary

City of Brownsville, Texas
Analysis of Budget Amendment
For General Fund and Public Transit Fund
August 15, 2023

General Fund

Account No.	Department's Name	Account Title	Amount
01-992-991-65	General Fund	Transfers To Other Funds Public Transit Fund	2,396,609
01-433	General Fund	General Fund Balance	(2,396,609)
Total General Fund			0

Public Transit Fund

Account No.	Department's Name	Account Title	Amount
65-8118-9448-04	Public Transit Fund	B-Metro TIGER Project Jose Colunga Rehab Phase II	$ 2,396,609
65-591-500	Public Transit Fund	Transfers from Other Funds General Fund - Capital Share	$ (2,396,609)
Total Public Transit Fund			0

TIGER Project Funding Sources

	65-8118-9448-04 FTA Tiger 65	803-8110-9449-01 2017 CO 803	808-9110-9449-01 CO fund 808	Total
Funding Sources	**3,680,000**	**1,263,014**	**1,400,000**	**6,343,014**
Engineering Expenses	(314,014)	(148,070)	-	(462,084)
Equipment Purchases	(787,857)	-	-	(787,857)

Subtotal after Engineeering and Equipment Purchase	5,093,073
Construction Bid Ziwa	7,489,682
Shortage	**(2,396,609)**

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Michael Delmore, Chief Financial Officer
Date:	Tuesday, September 5, 2023
Agenda #:	**APPROVAL** on **SECOND** and **FINAL READING** on **Ordinance Number 2023-1725** of the City of Brownsville, Texas, to adopt the Fiscal Year 2024 Annual Budget. (Financial Services Department)

Summary:

Texas Local Government Code Chapter 102 sets out the process for adopting the annual budget. The proposed budget for the City of Brownsville was made available for inspection by any person and posted on the City's website.

Budget workshops were held on August 1st and August 15th. A public hearing was held on August 15th which gave interested persons an opportunity to express their opinions on the proposed budget.

After public hearing, staff requested a record vote by City Commission to adopt the balanced Fiscal Year 2023 budget on first reading of Ordinance #2023-1725 on August 15th and second and final reading on September 5th.

Project Scope and Analysis:

Funding:

Source:

Amount:

Local Contribution if Applicable:

Recommendation:

Staff recommends approval.

Commission Pillar:
Governance

Attachments:
1. budget ordinance 2023-1725 fy 2024 1st 2nd reading
2. FY2024 Adopted Budget (ExhibitA)

ORDINANCE NUMBER 2023-1725

AN ORDINANCE ADOPTING THE CITY OF BROWNSVILLE BUDGET FOR FISCAL YEAR 2023-2024 BEGINNING ON OCTOBER 1, 2023 AND ENDING ON SEPTEMBER 30, 2024.

WHEREAS, on July 28th 2023 the Fiscal Year 2024 (FY 2024) Proposed Budget of the City of Brownsville was filed with the City Secretary; and

WHEREAS, the Proposed Budget was made available for the inspection by any person and posted on the City's website in accordance with Section 102.005 of the Texas Local Government Code; and

WHEREAS, a public hearing was held on August 15, 2023 regarding the City of Brownsville's Proposed Budget at which all interested persons were given the right to be present and participate; and

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

Section 1. That the proposed budget for the City of Brownsville filed with the City Secretary on July 25th, and as presented during budget hearing and introductory ordinance on August 15, 2023 and as further presented during the final reading on September 5, 2023, is hereby adopted.

Section 2. That the Proposed Budget as shown on Exhibit "A" is hereby approved and adopted by the City Commission as the Annual FY 2024 Budget beginning October 1, 2023 and ending September 30, 2024.

INTRODUCED AND PASSED on the first reading on this the 15th day of August, 2023.

Passed on the second and final reading and approved on this the 5th day of September, 2023.

_____
John Cowen, Jr.
Mayor, City of Brownsville, TX

ATTEST:

_____
Yolanda Galarza Gomez
City Secretary

BROWNSVILLE

FY2024 PROPOSED BUDGET

OCTOBER 1ST, 2023 - SEPTEMBER 30TH, 2024

(Exhibit A)



City of Brownsville
Proposed FY 2023-2024
Budget Cover Page

This budget will raise more revenue from property taxes than last year's budget by an amount of $2,043,023, which is a 5.77 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is $1,075,675.

Estimated amounts above are based on a tax rate of .607987 per $100 of assessed valuation.

CITY OF BROWNSVILLE, TEXAS
PROPOSED BUDGET

FISCAL YEAR 2024

CITY STAFF

CITY MANAGER
HELEN RAMIREZ

ASSISTANT CITY MANAGER
ELIZABETH WALKER

ASSISTANT CITY MANAGER/POLICE CHIEF
FELIX SAUCEDA

CHIEF FINANCIAL OFFICER
MICHAEL DELMORE

PREPARED BY:

FINANCIAL SERVICES DEPARTMENT

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COMBINED BUDGET OF ALL OPERATING AND DEBT SERVICE FUNDS

CITY OF BROWNSVILLE, TEXAS

COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE/NET POSITION
FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024

	GOVERNMENTAL FUNDS					
	General Fund	**Convention & Tourism**	**Community Development**	**Street & Drainage Maintenance**	**Non-Bonded Debt**	**Bonded Debt Service**
REVENUES						
Property Taxes	$ 37,477,216	$ -	$ -	$ -	$ -	$ 24,061,726
Sales Taxes	35,554,010	-	-	-	-	-
Non-Property Taxes	484,114	1,924,955	-	-	-	-
Fees & Services	9,669,300	-	-	3,750,000	-	-
Intergovernmental	995,063	-	3,839,303	-	-	-
Fines & Forfeitures	2,343,700	-	-	-	-	-
Licenses & Permits	2,166,051	-	-	-	-	-
Interest Income	1,605,000	11,079	-	500,500	50	70,000
Miscellaneous	2,426,108	-	-	-	-	1,309,000
Utility Services From BPUB	6,015,910	-	-	-	-	-
Total Revenues	98,736,472	1,936,034	3,839,303	4,250,500	50	25,440,726
EXPENDITURES						
General Government	27,710,141	-	636,334	-	-	-
Public Safety	66,770,937	-	-	-	-	-
Public Works	7,686,817	-	700,303	5,239,278	-	-
Sanitation	153,125	-	-	-	-	-
Public Health	2,624,790	-	-	-	-	-
Housing Assistance Programs	-	-	1,075,424	-	-	-
Public Assistance	-	-	827,242	-	-	-
Parks & Recreation	-	-	600,000	-	-	-
Culture & Recreation	10,825,798	-	-	-	-	-
Convention & Tourism	-	1,974,755	-	-	-	-
Operating Expenses - Enterprise Funds	-	-	-	-	-	-
Capital & Special Proj Exp-Local Share	-	-	-	-	-	-
Economic Development	-	-	-	-	-	-
Debt Service:						
Principal	-	-	-	-	-	17,354,000
Interest & Fiscal Charges	-	-	-	-	-	7,210,348
Total Expenditures	115,771,608	1,974,755	3,839,303	5,239,278	-	24,564,348
Excess (Deficiency) of Revenues Over (Under) Expenditures	(17,035,136)	(38,721)	-	(988,778)	50	876,378
Other Financing Sources (Uses)						
Operating Transfers from Other Funds	22,300,000	-	-	988,778	-	370,000
Operating Transfers to Other Funds	(5,264,864)	-	-	-	-	-
Net Other Financing Sources (Uses)	17,035,136	-	-	988,778	-	370,000
Excess (Deficiency) of Revenues and Other financing Sources Over (under) Expenditures and Other Financing Uses	-	(38,721)	-	-	50	1,246,378
Estimated Fund Balance, October 1	37,352,465	823,204	52,037	3,484,378	11,116	1,595,188
Fund Balance Adjustment	-	-	-	-	-	-
Estimated Fund Balance, September 30	$ 37,352,465	$ 784,483	$ 52,037	$ 3,484,378	$ 11,166	$ 2,841,566

CITY OF BROWNSVILLE, TEXAS

COMBINED STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCE/NET POSITION
FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024

	ENTERPRISE FUNDS								
	Airport Fund	Bridge Fund	MVPS Fund	Event Center Fund	Public Transit Fund	Landfill Fund	Brownsville Golf Center Fund	Brownsville Sports Park Fund	Total All Funds
REVENUES									
Property Taxes	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 61,538,942
Sales Taxes	-	-	-	-	-	-	-	-	35,554,010
Non-Property Taxes	-	-	-	-	-	-	-	-	2,409,069
Fees & Services	3,095,400	3,100,000	19,100	460,750	1,371,286	17,579,000	445,700	827,494	40,318,030
Intergovernmental	1,046,614	-	-	-	3,106,572	-	-	-	8,987,552
Fines & Forfeitures	-	-	390,000	-	-	-	-	-	2,733,700
Licenses & Permits	-	-	-	-	-	-	-	-	2,166,051
Interest Income	34,400	110,000	12,500	1,000	5,000	270,000	13,500	1,665	2,634,694
Miscellaneous	305,800	-	5,000	100	68,000	3,000	550	-	4,117,558
Utility Services From BPUB	-	-	-	-	-	-	-	-	6,015,910
Total Revenues	4,482,214	3,210,000	426,600	461,850	4,550,858	17,852,000	459,750	829,159	166,475,516
EXPENDITURES									
General Government	-	-	-	-	-	-	-	-	28,346,475
Public Safety	-	-	-	-	-	-	-	-	66,770,937
Public Works	-	-	-	-	-	-	-	-	13,626,398
Sanitation	-	-	-	-	-	-	-	-	153,125
Public Health	-	-	-	-	-	-	-	-	2,624,790
Housing Assistance Programs	-	-	-	-	-	-	-	-	1,075,424
Public Assistance	-	-	-	-	-	-	-	-	827,242
Parks & Recreation	-	-	-	-	-	-	-	-	600,000
Culture & Recreation	-	-	-	-	-	-	-	-	10,825,798
Convention & Tourism	-	-	-	-	-	-	-	-	1,974,755
Operating Expenses - Enterprise Funds	4,482,214	-	613,454	828,021	7,890,292	7,208,142	861,736	1,335,672	23,219,531
Capital & Special Proj Exp-Local Share	-	75,000	-	-	-	-	-	-	75,000
Economic Development	-	-	-	-	-	-	-	-	-
Debt Service:									
Principal	-	-	-	-	-	-	-	-	17,354,000
Interest & Fiscal Charges	-	-	-	-	-	-	-	-	7,210,348
Total Expenditures	4,482,214	75,000	613,454	828,021	7,890,292	7,208,142	861,736	1,335,672	174,683,823
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	3,135,000	(186,854)	(366,171)	(3,339,434)	10,643,858	(401,986)	(506,513)	(8,208,307)
Other Financing Sources (Uses)									
Operating Transfers from Other Funds	-	-	186,854	366,171	3,339,434	-	401,986	506,513	28,459,736
Operating Transfers to Other Funds	-	(4,100,000)	-	-	-	(9,300,000)	-	-	(18,664,864)
Net Other Financing Sources (Uses)	-	(4,100,000)	186,854	366,171	3,339,434	(9,300,000)	401,986	506,513	9,794,872
Excess (Deficiency) of Revenues and Other financing Sources Over (under) Expenditures and Other Financing Uses	-	(965,000)	-	-	-	1,343,858	-	-	1,586,565
Estimated Fund Balance, October 1	103,187,427	4,670,126	843,685	1,951,926	32,775,748	1,603,143	1,378,439	-	213,297,563
Fund Balance Adjustment	-	-	-	-	-	-	-	-	-
Estimated Fund Balance, September 30	103,187,427	$ 3,705,126	$ 843,685	$ 1,951,926	$ 32,775,748	$ 2,947,001	$ 1,378,439	$ -	$ 214,884,128

CITY OF BROWNSVILLE, TEXAS

ALL OPERATING FUNDS
COMBINED STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCE/NET POSITION
FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024

	FY 2022 ACTUAL AMOUNT	FY 2023 AMENDED BUDGET	FY 2024 PROPOSED BUDGET	FY 2024 PERCENT OF TOTAL
REVENUES				
Property Taxes	$ 53,686,556	$ 56,196,198	$ 61,538,942	36.97%
Sales Taxes	41,601,586	35,984,698	35,554,010	21.36%
Non-Property Taxes	2,225,283	2,192,000	2,409,069	1.45%
Fees & Services	40,132,056	36,998,326	40,318,030	24.22%
Intergovernmental	30,392,646	22,527,261	8,987,552	5.40%
Fines & Forfeitures	2,240,373	2,977,900	2,733,700	1.64%
Licenses & Permits	3,039,199	2,290,700	2,166,051	1.30%
Interest Income	844,791	418,592	2,634,694	1.58%
Miscellaneous	3,529,220	4,941,394	4,117,558	2.47%
Utility Services From BPUB	5,334,271	4,453,850	6,015,910	3.61%
Total Revenues	183,025,981	168,980,919	166,475,516	100.00%
EXPENDITURES				
General Government	23,195,422	33,056,523	28,346,475	16.23%
Public Safety	74,298,912	69,007,182	66,770,937	38.22%
Public Works	10,942,862	14,173,636	13,626,398	7.80%
Sanitation	187,184	169,530	153,125	0.09%
Public Health	4,268,831	3,371,131	2,624,790	1.50%
Housing Assistance Programs	411,116	929,277	1,075,424	0.62%
Public Assistance	741,242	675,019	827,242	0.47%
Culture & Recreation	9,512,984	10,904,084	10,825,798	6.20%
Convention & Tourism	1,702,575	2,022,592	1,974,755	1.13%
Operating Expenses - Enterprise Funds	27,585,768	37,019,540	23,219,531	13.29%
Capital & Special Proj Exp-Local Share	-	66,000	75,000	0.04%
Economic Development	24,616	562,500	-	0.00%
Principal	14,779,000	14,279,000	17,354,000	9.93%
Interest & Fiscal Charges	6,751,163	6,350,268	7,210,348	4.13%
Capital Outlay	3,178,679	-	-	0.00%
Total Expenditures	177,580,354	192,586,282	174,683,823	100.00%
Excess (Deficiency) of Revenues Over (Under) Expenditures	5,445,627	(23,605,363)	(8,208,307)	
Other Financing Sources (Uses):				
Operating Transfers from Other Funds	45,351,745	33,866,413	28,459,736	
Operating Transfers to Other Funds	(33,062,327)	(13,400,000)	(18,664,864)	
Net Other Financing Sources (Uses)	12,289,418	20,466,413	9,794,872	
Excess (Deficiency) of Revenues and Other financing Sources Over (under) Expenditures and Other Financing Uses	17,735,045	(3,138,950)	1,586,565	
Fund Balance, October 1	191,740,523	209,475,568	206,336,618	
Fund Balance, September 30	$ 209,475,568	$ 206,336,618	$ 207,923,183	

CITY OF BROWNSVILLE, TEXAS
FISCAL YEAR 2023 AND FISCAL YEAR 2024
ANNUAL REVENUE BUDGETS (EXCLUDES INTERFUND TRANSFERS)

FUNDS	Fiscal Year 2023 Budget	Percentage of Total Budget	Fiscal Year 2024 Budget	Percentage of Total Budget	Over (Under) Fiscal Year 2023 Budget
General Fund	91,263,811	59.23%	98,736,472	59.31%	7,472,661
Convention & Tourism Fund	1,864,092	1.21%	1,936,034	1.16%	71,942
Community Development Fund	3,872,782	2.51%	3,839,303	2.31%	(33,479)
Street & Drainage Maintenance Fund	3,759,500	2.44%	4,250,500	2.55%	491,000
General Non Bonded Debt Service Fund	50	0.00%	50	0.00%	-
Debt Service Fund	22,746,625	14.76%	25,440,726	15.28%	2,694,101
Airport Fund	4,312,801	2.80%	4,482,214	2.69%	169,413
Bridge Fund	2,435,000	1.58%	3,210,000	1.93%	775,000
Motor Vehicle Parking System Fund	803,600	0.52%	426,600	0.26%	(377,000)
Event Center Fund	555,709	0.36%	461,850	0.28%	(93,859)
Public Transit System Fund	4,933,397	3.20%	4,550,858	2.73%	(382,539)
Landfill Fund	16,396,000	10.64%	17,852,000	10.72%	1,456,000
Brownsville Golf Center Fund	360,900	0.23%	459,750	0.28%	98,850
Brownsville Sports Park Fund	775,500	0.50%	829,159	0.50%	53,659
Total	**154,079,767**	**100.00%**	**166,475,516**	**100.00%**	**12,395,749**

CITY OF BROWNSVILLE, TEXAS
FISCAL YEAR 2023 AND FISCAL YEAR 2024
ANNUAL EXPENDITURE BUDGETS (EXCLUDES INTERFUND TRANSFERS)

FUNDS	Fiscal Year 2023 Budget	Percentage of Total Budget	Fiscal Year 2024 Budget	Percentage of Total Budget	Over (Under) Fiscal Year 2023 Budget
General Fund	112,459,875	66.65%	115,771,608	66.27%	3,311,733
Convention & Tourism Fund	2,022,592	1.20%	1,974,755	1.13%	(47,837)
Community Development Fund	3,872,782	2.30%	3,839,303	2.20%	(33,479)
Street & Drainage Maintenance Fund	6,074,423	3.60%	5,239,278	3.00%	(835,145)
General Non Bonded Debt Service Fund	-	0.00%	-	0.00%	-
Debt Service Fund	20,629,268	12.23%	24,564,348	14.06%	3,935,080
Airport Fund	4,312,812	2.56%	4,482,214	2.57%	169,402
Bridge Fund	66,000	0.04%	75,000	0.04%	9,000
Motor Vehicle Parking System Fund	685,774	0.41%	613,454	0.35%	(72,320)
Event Center Fund	777,791	0.46%	828,021	0.47%	50,230
Public Transit System Fund	8,897,552	5.27%	7,890,292	4.52%	(1,007,260)
Landfill Fund	6,791,056	4.02%	7,208,142	4.13%	417,086
Brownsville Golf Center Fund	837,167	0.50%	861,736	0.49%	24,569
Brownsville Sports Park Fund	1,302,324	0.77%	1,335,672	0.76%	33,348
Total	**168,729,416**	**100.00%**	**174,683,823**	**100.00%**	**5,954,407**

AD VALOREM TAX RATE DISTRIBUTION AND ESTIMATED AD VALOREM TAX COLLECTIONS

City of Brownsville
Estimated Property Tax Valuation and Revenue

Taxable Value & Levy

Total Estimated Net Taxable (Certified values + taxable value of properties under protest, lower value used).	$	10,537,338,891
Freeze Adjusted Taxable Levy @ $0.607987/100	$	57,950,591
Freeze Taxable Levy		5,292,393
Total Tax Levy	$	63,242,984

Tax to be Collected

Percentage of 2023 Tax Roll Estimated to be Collected During Fiscal Year 2024.		95.25%
Estimated 2023 Tax Levy to be Collected During FY 2024	$	60,238,942
Estimated Collection on Prior Years +/- Penalties & Discounts	$	1,300,000
Total FY 2024 Tax Collections	$	61,538,942

Tax Distribution

Fund		Current	Prior Year, Penalty & Interest, Discounts	Tax Amount Distribution
General (M&O)	60.90%	36,685,516	791,700	$ 37,477,216
Debt Service	39.10%	$ 23,553,426	$ 508,300	$ 24,061,726
Totals		$ 60,238,942	$ 1,300,000	$ 61,538,942

GENERAL FUND

This is the largest fund within the City. The general fund accounts for the majority of the financial resources of the government. General fund revenues include property taxes, sales taxes, licenses and permits, services charges, and other types of revenue. This fund includes most of the basic operating functions such as fire and police protection, municipal court, financial services, city manager, city secretary, legal, health, organizational development and human resources, engineering and public works, parks and recreation, emergency medical services (EMS), and planning and redevelopment services. The general fund is used to account for resources traditionally associated with government which are not required legally or by sound financial management to be accounted for in another fund.

CITY OF BROWNSVILLE, TEXAS

GENERAL FUND

Statement of Revenues, Expenditures, and Changes in Fund Balance

For Fiscal Years 2020 - 2024

	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 ACTUAL	FY 2023 AMENDED BUDGET	FY 2024 PROPOSED BUDGET	OVER (UNDER) FY 2023
REVENUES						
Property taxes plus inventory Tax	$ 31,230,473	$ 33,008,210	$ 34,058,807	$ 35,434,193	$ 37,477,216	$ 2,043,023
Sales taxes	31,079,786	36,627,560	41,601,586	35,984,698	35,554,010	(430,688)
Non-property taxes	342,604	471,429	568,148	330,000	484,114	154,114
Fines and forfeitures	2,302,081	1,983,154	2,240,373	2,197,900	2,343,700	145,800
Licenses and permits	2,449,699	2,713,012	3,039,199	2,290,700	2,166,051	(124,649)
Fees and services	10,294,595	9,232,265	10,607,364	9,357,435	9,669,300	311,865
Intergovernmental	4,462,563	14,036,337	10,460,397	4,725,148	595,063	(4,130,085)
Interest income	555,238	244,821	486,144	250,000	1,605,000	1,355,000
Miscellaneous	3,136,869	3,072,633	3,209,275	2,368,224	2,826,108	457,884
Utility Services from BPUB	4,422,971	4,452,208	5,334,271	4,453,850	6,015,910	1,562,060
Total Revenues	90,276,879	105,841,629	111,605,564	97,392,148	98,736,472	1,344,324
EXPENDITURES						
General government	20,047,105	24,399,850	23,053,551	32,413,918	27,710,141	(4,703,777)
Public safety	59,528,260	63,462,309	73,753,392	68,107,182	66,770,937	(1,336,245)
Public works	6,480,758	6,105,871	7,109,069	7,373,332	7,686,817	313,485
Sanitation	323,670	290,223	187,184	169,530	153,125	(16,405)
Public health	11,132,892	4,403,578	3,149,220	3,371,131	2,624,790	(746,341)
Public Assistance	-	-	-	-	-	-
Culture and recreation	9,349,266	8,810,192	9,506,445	10,904,084	10,825,798	(78,286)
Economic development	-	524,358	24,616	562,500	-	(562,500)
Capital outlay	580,291	960,453	1,772,969	-	-	-
Total Expenditures	107,442,242	108,956,834	118,556,446	122,901,677	115,771,608	(7,130,069)
Excess (Deficiency) of Revenues Over (Under) Expenditures	(17,165,363)	(3,115,205)	(6,950,882)	(25,509,529)	(17,035,136)	8,474,393
TRANSFER FROM/TO OTHER FUNDS						
Operating transfers from other funds	21,870,348	31,924,044	21,049,092	22,300,000	22,300,000	-
Operating transfers to other funds	(3,697,752)	(5,636,126)	(21,616,566)	(12,840,796)	(5,264,864)	7,575,932
Net Transfers from/to Other Funds	18,172,596	26,287,918	(567,474)	9,459,204	17,035,136	7,575,932
OTHER FINANCING SOURCES (USES)						
Proceeds from sale of capital assets	49,850	-	-	-	-	-
Net Other Financing Sources (Uses)	49,850	-	-	-	-	
Net change in fund balance	1,057,083	23,172,713	(7,518,356)	(16,050,325)	-	16,050,325
Fund balance, beginning	35,204,263	38,745,709	60,921,146	53,402,790	37,352,465	(16,050,325)
Prior period adjustment	2,484,363	(997,276)	-	-	-	
Fund balance, October 1, as stated	37,688,626	37,748,433	60,921,146	53,402,790	37,352,465	(16,050,325)
Fund Balance, September 30	$ 38,745,709	$ 60,921,146	$ 53,402,790	$ 37,352,465	$ 37,352,465	$ -

CITY OF BROWNSVILLE, TEXAS

General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For Fiscal Years Ended 2023 and 2024

	FY 2023 AMENDED BUDGET	FY 2024 PROPOSED BUDGET	OVER (UNDER) FY 2023	PERCENT OF TOTAL FY 2024 BUDGET
REVENUES				
Property taxes	$ 35,434,193	$ 37,477,216	$ 2,043,023	30.96%
Sales taxes	35,984,698	35,554,010	(430,688)	29.37%
Non-property taxes	330,000	484,114	154,114	0.40%
Fines and forfeitures	2,197,900	2,343,700	145,800	1.94%
Licenses and permits	2,290,700	2,166,051	(124,649)	1.79%
Fees and services	9,357,435	9,669,300	311,865	7.99%
Intergovernmental	4,725,148	595,063	(4,130,085)	0.49%
Interest income	250,000	1,605,000	1,355,000	1.33%
Miscellaneous	2,368,224	2,826,108	457,884	2.33%
Utility services from BPUB	4,453,850	6,015,910	1,562,060	4.97%
Operating transfers from other funds	22,300,000	22,300,000	-	18.42%
Total Revenues	119,692,148	121,036,472	1,344,324	100.00%
EXPENDITURES				
General government	32,413,918	27,710,141	(4,703,777)	22.89%
Public safety	68,107,182	66,770,937	(1,336,245)	55.17%
Public works	7,373,332	7,686,817	313,485	6.35%
Sanitation	169,530	153,125	(16,405)	0.13%
Public health	3,371,131	2,624,790	(746,341)	2.17%
Public assistance	-	-	-	0.00%
Culture and recreation	10,904,084	10,825,798	(78,286)	8.94%
Economic development	562,500	-	(562,500)	0.00%
Operating transfers to other funds	12,840,796	5,264,864	(7,575,932)	4.35%
Total Expenditures	135,742,473	121,036,472	(14,706,001)	100.00%
Excess (Deficiency) of Revenues Over (Under) Expenditures	(16,050,325)	-		
Fund Balance, October 1	53,402,790	37,352,465		
Fund Balance, September 30	$ 37,352,465	$ 37,352,465		
Days of Fund Balance Available As Compared To Actual Expenditures Plus Cash Transfers To Other Funds	100	113		
Fund Balance Classifications, October 1				
Non-Spendable	160,867	403,169		
Restricted	4,265,542	4,490,806		
Committed	3,754,132	9,264,044		
Assigned	1,857,040	1,839,315		
Unassigned	43,365,209	21,355,131		
Fund Balance, October 1	53,402,790	37,352,465		
Fund Balance Classifications, September 30				

CITY OF BROWNSVILLE, TEXAS

General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For Fiscal Years Ended 2023 and 2024

	FY 2023 AMENDED BUDGET	FY 2024 PROPOSED BUDGET	OVER (UNDER) FY 2023	PERCENT OF TOTAL FY 2024 BUDGET
Non-Spendable	403,169	403,169		
Restricted	4,490,806	4,490,806		
Committed	9,264,044	9,264,044		
Assigned	1,839,315	1,839,315		
Unassigned	21,355,131	21,355,131		
Fund Balance, September 30	$ 37,352,465	$ 37,352,465		
Days of Unassigned Fund Balance Available As Compared To Actual Expenditures Plus Cash Transfers To Other Funds	57	64		

CONVENTION AND TOURISM FUND

A fund used to account for the promotion of tourism. The primary revenues are provided by the proceeds from the City's hotel occupancy tax. Such occupancy tax is authorized by an Act of the Texas Legislature and approved for levy by the City. The Texas Act provides that the revenues derived from the levy of the tax are to be expended in a manner directly enhancing and promoting tourism and the convention and hotel industry. This fund is classified as a special revenue fund, which is used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for specific purposes.

CITY OF BROWNSVILLE, TEXAS

Convention & Tourism Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For Fiscal Years 2020 - 2024

	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 ACTUAL	FY 2023 AMENDED BUDGET	FY 2024 PROPOSED BUDGET	OVER (UNDER) FY 2023
REVENUES						
Hotel/motel taxes	$ 1,494,053	$ 1,592,720	$ 1,657,133	$ 1,862,000	$ 1,924,955	$ 62,955
Event center rentals	-	7,153	-	-	-	-
Interest income	11,342	3,497	12,793	2,092	11,079	8,987
Digital frame advertising	-	-	-	-	-	-
Miscellaneous	14,639	1,276	150	-	-	-
Total Revenues	1,520,034	1,604,646	1,670,076	1,864,092	1,936,034	71,942
EXPENDITURES						
Event Center	-	-	914	-	-	-
Convention & Tourism	520,052	546,912	552,784	656,592	745,000	88,408
Brownsville Convention						-
& Visitors Bureau	-	11,000	-	15,000	15,000	-
Special Initiatives	3,074	51,259	82,873	61,000	61,000	-
Special projects	68,435	9,162	10,139	-	-	-
Gladys Porter Zoo	491,434	196,684	752,741	550,000	550,000	-
Contingency Contingencies	12,500	-	-	-	-	-
Society for the Performing Arts-Event	50,000	41,000	41,000	45,000	45,000	-
Camille Playhouse	25,000	21,250	-	-	25,000	25,000
Brownsville Historical Association	185,000	82,467	88,700	200,000	101,000	(99,000)
The Children's Museum of Brownsville	63,000	53,550	53,550	80,000	80,000	-
Brownsville Museum of Fine Arts	75,000	63,750	63,750	78,000	80,000	2,000
Costumes of the Americas-Tourist Attraction	22,000	6,233	-	-	-	-
Gorgas Science Foundation - Sabal Palms	36,780	31,263	31,263	37,000	27,500	(9,500)
Charro Days	-	-	20,000	50,000	67,000	17,000
Brownsville Wellness Coalition	-	-	-	-	14,255	14,255
Mitte Cultural District	-	-	15,000	40,000	39,000	(1,000)
Mr. Amigo	-	-	-	75,000	75,000	-
Holiday Village	-	-	-	10,000	10,000	-
Sombrero Fest	-	-	-	100,000	-	(100,000)
Brownsville Beerfest	-	-	-	25,000	-	(25,000)
City Cruisers	-	-	-	-	10,000	10,000
BTX United	-	-	-	-	10,000	10,000
Nuestra Cultura Mariachi	-	-	-	-	20,000	20,000
Total Expenditures	1,552,275	1,114,530	1,712,714	2,022,592	1,974,755	(47,837)
Excess (deficiency) of Revenues Over (under) Expenditures	(32,241)	490,116	(42,638)	(158,500)	(38,721)	119,779
OTHER FINANCING SOURCES (USES)						
Operating transfers from other funds	-	-	-	-	-	-
Operating transfers to other funds	-	-	-	-	-	-
Net Other Financing Sources (uses)	-	-	-	-	-	-
Net change in fund balances	(32,241)	490,116	(42,638)	(158,500)	(38,721)	119,779
Fund Balances, October 1,	792,026	534,224	1,024,340	981,702	823,202	-
Prior Period Adjustment	(225,561)	-	-	-	-	-
Fund Balance, September 30	$ 534,224	$ 1,024,340	$ 981,702	$ 823,202	$ 784,481	$ 119,779

CITY OF BROWNSVILLE, TEXAS

Convention and Tourism Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For Fiscal Years 2023 and 2024

	FY 2023 AMENDED BUDGET	FY 2024 PROPOSED BUDGET	OVER (UNDER) FY 2023	PERCENT OF TOTAL FY 2024 BUDGET
REVENUES				
Hotel/Motel Taxes	$ 1,862,000	$ 1,924,955	62,955	99.43%
Interest Income	2,092	11,079	8,987	0.57%
Total Revenues	1,864,092	1,936,034	71,942	100.00%
EXPENDITURES				
Convention & Tourism	656,592	745,000	88,408	37.73%
Brownsville Convention & Visitors Bureau	15,000	15,000	-	0.76%
Special Initiatives	61,000	61,000	-	3.09%
Gladys Porter Zoo	550,000	550,000	-	27.85%
Society for the Performing Arts-Event	45,000	45,000	-	2.28%
Brownsville Historical Association	200,000	101,000	(99,000)	5.11%
The Children's Museum of Brownsville	80,000	80,000	-	4.05%
Brownsville Museum of Fine Arts	78,000	80,000	2,000	4.05%
Gorgas Science Foundation - Sabal Palms	37,000	27,500	(9,500)	1.39%
Charro Days	50,000	67,000	17,000	3.39%
Mitte Cultural District	40,000	39,000	(1,000)	1.97%
Mr. Amigo	75,000	75,000	-	3.80%
Holiday Village	10,000	10,000	-	0.51%
Sombrero Fest	100,000	-	(100,000)	0.00%
Brownsville Beerfest	25,000	-	(25,000)	0.00%
City Cruisers	-	10,000	10,000	0.51%
BTX United	-	10,000	10,000	0.51%
Nuestra Cultura Mariachi	-	20,000	20,000	1.01%
Total Expenditures	2,022,592	1,974,755	(87,837)	97.97%
Excess (Deficiency) of Revenues Over (Under) Expenditures	(158,500)	(38,721)		
Fund Balance, October 1	981,702	823,202		
Fund Balance, September 30	$ 823,202	$ 784,481		

COMMUNITY DEVELOPMENT FUND

A fund used to account for the operations of the Community Development Block Grant Program/Metropolitan Entitlement funds. The entitlement funds are received from the United States department of Housing and Urban Development. This fund is classified as a special revenue fund, which is used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for specific purposes.

CITY OF BROWNSVILLE, TEXAS

Community Development Fund
Statement of Revenues, Expenditures, & Changes in Fund Balance
For Fiscal Years 2020 - 2024

	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 ACTUAL	FY 2023 AMENDED BUDGET	FY 2024 PROPOSED BUDGET	OVER (UNDER) FY 2023
REVENUES						
Intergovernmental	$ 5,309,799	$ 4,601,204	$ 4,280,945	$ 3,872,782	$ 3,839,303	$ (33,479)
Miscellaneous	50,488	58,368	34,960	-	-	-
Total Revenues	5,360,287	4,659,572	4,315,905	3,872,782	3,839,303	(33,479)
EXPENDITURES						
General Government	465,960	353,906	131,732	642,605	636,334	(6,271)
Public Safety	-	-	-	900,000	-	(900,000)
Public Works	-	-	545,520	725,881	700,303	(25,578)
Public Health	-	-	1,119,611	-	-	-
Housing Assistance Programs	1,477,087	2,029,982	411,116	929,277	1,075,424	146,147
Public Assistance	458,403	401,930	741,242	675,019	827,242	152,223
Parks & Recreation	-	-	-	-	600,000	600,000
Culture & Recreation	-	74,095	6,539	-	-	-
Capital Outlay	3,152,222	1,778,238	1,405,710	-	-	-
Total Expenditures	5,553,672	4,638,151	4,361,470	3,872,782	3,839,303	(33,479)
Excess (Deficiency) of Revenues Over (Under) Expenditures	(193,385)	21,421	(45,565)	-	-	-
Other financing Sources (uses)						
Operating Transfers From Other Funds	-	-	-	-	-	-
Operating Transfers To Other Funds	-	-	-	-	-	-
Net Other Financing Sources (uses)	-	-	-	-	-	-
Over (Under) Expenditures and Other Financing Sources	(193,385)	21,421	(45,565)	-	-	-
Fund Balances, October 1	269,566	76,181	97,602	52,037	52,037	-
Fund Balance, September 30	$ 76,181	$ 97,602	$ 52,037	$ 52,037	$ 52,037	$ -

City of Brownsville
Community Development Fund
Revenue & Expenditure Budget
Fiscal Year 2024

	Exp. Function Code	Revenue or Expenditure Accounts	Totals
REVENUES:			
Grant Revenues 49th Year Supplemental Statement (Community Development Block Grant - CDBG)		2,581,603	
Emergency Shelter Grant (ESG)		229,451	
Home Program Revenues (HOME)		1,028,249	
TOTAL REVENUES			3,839,303
EXPENDITURES:			
PUBLIC FACILITIES AND IMPROVEMENTS:			
CDBG			
COB- Public Works-Street Improvement Project	PW	700,303.00	
COB-Rehabilitation Program	HA	150,000.00	
COB-Book'd in the Shade	PA	150,000.00	
COB-Oliveira Park Improvement	PR	300,000.00	
COB- Gonzalez Park Improvement	PR	300,000.00	
COB- Multimodal- Bus Shelter Project	PA	175,000.00	
TOTAL			1,775,303
SOCIAL SERVICES:			
CDBG			
Brownsville Society for Crippled Children dba Moody Clinic	PA	20,000	
Court Appointed Special Advocates (CASA) of Cameron and Willacy Counties	PA	50,000	
Sunshine Have, Inc. - Palliative Patient Care	PA	70,000	
Tip of Texas	PA	25,000	
Amigos del Valle	PA	80,000	
Good Neighbor Settlement House -Mesa Llena Food Pantry	PA	45,000	
TOTAL			290,000
ESG			
Friendship of Women - Emergency Shelter	PA	50,000	
Friendship of Women - HMIS	PA	10,000	
Friendship of Women - Rapid Rehousing	PA	31,000	
Ozanam Center - HMIS	PA	10,000	
Ozanam Center - Emergency Shelter	PA	37,671	
Good Neighbor- Street Outreach	PA	20,000	
Good Neighbor-HMIS	PA	10,000	
Good Neighbor- Emergency Shelter	PA	30,000	
Ozanam Center- Rapid Rehousing	PA	13,572	
TOTAL			212,242

City of Brownsville
Community Development Fund
Revenue & Expenditure Budget
Fiscal Year 2024

HOME			
BAHC- Energy Efficient Homes- New construction	HA	498,000	
CDCB - Homebuyer Assistance Program	HA	427,424	
TOTAL			925,424
COMMITMENTS:			
COB - CDBG Admin	GG	516,300	
COB - ESG Admin	GG	17,209	
COB - Home Admin	GG	102,825	
TOTAL			636,334
TOTAL CDBG, ESG, & HOME EXPENDITURES			3,839,303

Expenditure Category Summary

General Government	GG	636,334	
Debt Service	DS	-	
Culture & Recreation	CR	-	
Housing Assistance	HA	1,075,424	
Parks & Recreation	PR	600,000	
Public Assistance	PA	827,242	
Public Health	PH	-	
Public Safety	PS	-	
Public Works	PW	700,303	
			3,839,303

STREET & DRAINAGE MAINTENANCE FUND

A fund used to account for street and drainage maintenance operations. The primary revenues are provided by the proceeds of the service charge established by ordinance for the maintenance of city easements and rights-of-way. This fund is classified as a special revenue fund, which is used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for specific purposes.

CITY OF BROWNSVILLE, TEXAS

Street & Drainage Maintenance Fund
Statement of Revevenues, Expenditures, & Changes in Fund Balance
For Fiscal Years 2020 - 2024

	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 ACTUAL	FY 2023 AMENDED BUDGET	FY 2024 PROPOSED BUDGET	OVER (UNDER) FY 2023
REVENUES						
Maintenance Fee El Jardin	$ 22,903	$ 23,441	$ 23,262	$ 25,000	$ 25,000	$ -
Maintenance Fee PUB	3,531,676	3,711,583	3,696,822	3,700,000	3,700,000	-
Maintenance Fee Military Hwy	22,592	24,073	25,342	25,000	25,000	-
Maintenance Fee Olmito water supply	13,988	13	-	-	-	-
Miscellaneous	-	86,663	13,339	-	-	-
Interest Earned	8,431	9,342	15,042	9,500	500,500	491,000
Total Revenues	3,599,590	3,855,115	3,773,807	3,759,500	4,250,500	491,000
EXPENDITURES						
Personnel Services	1,381,161	1,561,637	1,493,924	1,869,679	1,984,738	115,059
Materials and Supplies	187,266	218,380	343,524	339,806	350,350	10,544
Maintenance of Bldgs. and Structures	549,874	1,295,468	983,954	1,543,000	1,543,000	-
Maintenance of Equipment	619,227	635,845	741,158	890,079	911,994	21,915
Miscellaneous Services	102,362	75,731	21,183	287,650	287,650	-
Unemployment Ins Premium	13,383	4,445	-	-	-	-
Equipment $15,000 and Over	-	-	-	32,459	-	(32,459)
Service & Contingency	111,597	413,411	115,146	111,750	161,546	49,796
Structures	-	-	134,904	1,000,000	-	(1,000,000)
Total Expenditures	2,964,870	4,204,917	3,833,793	6,074,423	5,239,278	(835,145)
Excess (Deficiency) of Revenues Over (Under) Expenditures	634,720	(349,802)	(59,986)	(2,314,923)	(988,778)	1,326,145
Other financing Sources (uses)						
Operating transfers from other funds	697,366	632,083	1,930,000	2,314,923	988,778	(1,326,145)
Operating transfers to other funds	-	-	-	-	-	-
Net Other Financing Sources (uses)	697,366	632,083	1,930,000	2,314,923	988,778	(1,326,145)
Over (Under) Expenditures and Other Financing Sources	1,332,086	282,281	1,870,014	-	-	-
Fund Balances, October 1	-	1,332,086	1,614,367	3,484,381	3,484,381	-
Fund Balance, September 30	$ 1,332,086	$ 1,614,367	$ 3,484,381	$ 3,484,381	$ 3,484,381	$ -

**Fund created FY 2020.*

GENERAL NON-BONDED DEBT SERVICE FUND

A fund used to account for the debt service on other general governmental non-bonded long-term debt of the city, such as lease-purchases. This fund is classified as a debt service fund, which is used to account for the accumulation of resources and the payment of principal and interest on the general governmental long-term debt of the city.

CITY OF BROWNSVILLE, TEXAS

SUMMARY OF GENERAL NON-BONDED DEBT SERVICE FUND
FUND BALANCE SUMMARY
For Fiscal Years 2020 - 2024

	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 ACTUAL	FY 2023 AMENDED BUDGET	FY 2024 PROPOSED BUDGET	OVER (UNDER) FY 2023
Beginning Fund Balance	$ 12,721	$ 11,102	$ 11,114	$ 11,231	$ 11,281	$ 50
Plus: Revenues	115	13	117	50	50	-
Transfers From Other Funds	726,800	970,310	500,000	-	-	-
Total Amount Available	739,636	981,424	511,231	11,281	11,331	50
Less Expenditures	728,534	970,310	500,000	-	-	-
Ending Fund Balance	11,102	11,114	11,231	11,281	11,331	50
Revenues & Transfers						
Interest Earned-Investments	115	13	117	50	50	-
Transfer from General Fund	226,800	470,310	-	-	-	-
Transfers from Landfill Fund	500,000	500,000	500,000	-	-	-
Transfer form Other Funds	-	-	-	-	-	-
Transfer from 2007 C.O. Fund	-	-	-	-	-	-
						-
Total Revenues & Transfers	726,915	970,323	500,117	50	50	-
						-
Debt Service Requirements						-
Note Principal	528,800	770,576	500,000	-	-	-
Lease Principal	199,734	199,734	-	-	-	-
Lease Interest	-	-	-	-	-	-
						-
Total Debt Service Requirements	$ 728,534	$ 970,310	$ 500,000	$ -	$ -	$ -

GENERAL BOND DEBT SERVICE FUND

A fund used to account for the debt service on legally restricted general bonded obligation long-term debt of the city. This fund is classified as a debt service fund, which is used to account for the accumulation of resources for the payment of principal and interest on the general governmental long-term debt of the city.

CITY OF BROWNSVILLE, TEXAS

SUMMARY OF GENERAL DEBT SERVICE FUND
FUND BALANCE SUMMARY
For Fiscal Years 2020 - 2024

	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 ACTUAL	FY 2023 AMENDED BUDGET	FY 2024 PROPOSED BUDGET	OVER (UNDER) FY 2023
Beginning Fund Balance	$ 645,914	$ 644,363	$ 1,595,187	$ 2,567,104	$ 5,054,461	$ 2,487,357
Plus: Revenues	34,627,726	63,926,586	21,632,080	22,746,625	25,440,726	2,694,101
Transfers From Other Fds	365,000	371,408	370,000	370,000	370,000	-
Total Amount Available	35,638,640	64,942,357	23,597,267	25,683,729	30,865,187	5,181,458
Less Expenditures	34,994,277	63,347,170	21,030,163	20,629,268	24,564,348	3,935,080
Ending Fund Balance	644,363	1,595,187	2,567,104	5,054,461	6,300,839	9,116,538
Revenues & Transfers:						
Property Taxes-Current	14,672,737	15,886,904	16,818,397	17,014,582	20,998,715	3,984,133
Property Taxes-Current Del.	2,542,014	2,486,278	2,356,507	2,989,533	2,554,711	(434,822)
Property Taxes-Prior Yr Del.	594,484	589,969	462,868	700,670	491,129	(209,541)
Penalty & Interest	408,305	403,516	424,242	477,624	491,129	13,505
Property Taxes-Discounts	(366,475)	(393,900)	(434,265)	(420,404)	(473,958)	(53,554)
Interest Earned-Investments	53,997	43,222	29,509	15,000	70,000	55,000
PID Contribution	93,993	95,259	96,255	92,000	-	(92,000)
Refunding Bonds Issued	12,915,000	39,290,000	-	-	-	-
Premium on Refunding Bonds	1,854,770	3,646,719	-	-	-	-
Transfer from General Fund	-	-	-	-	-	-
Transfer from Fund 49	365,000	371,004	370,000	370,000	370,000	-
Transfer from Fund 802	0	-	-	-	-	-
4A Contribution	1,493,902	1,513,620	1,513,566	1,512,620	944,000	(568,620)
4B Contribution	365,000	365,000	365,000	365,000	365,000	-
Total Revenues & Transfers	34,992,727	64,297,591	22,002,080	23,116,625	25,810,726	2,694,101
Debt Service Requirements						
Principal on Bonds	10,825,000	9,830,000	10,095,000	10,095,000	10,315,000	220,000
Interest on Bonds	2,607,661	2,758,643	3,058,497	3,058,497	2,214,994	(843,503)
Principal on C.O.	2,480,000	3,585,000	4,184,000	4,184,000	7,039,000	2,855,000
Interest on C.O.	3,656,910	3,301,412	3,660,671	3,268,271	4,977,804	1,709,533
Fiscal Agent Fees	20,200	43,100	23,800	23,500	17,550	(5,950)
BND Note Principal	375,158	395,791	-	-	-	-
BND Note Interest	42,402	21,769	-	-	-	-
Tax Note Principal	-	-	-	-	-	-
Tax Note Interest	128,100	69,510	-	-	-	-
Cost of Issuance	273,535	337,168	-	-	-	-
Contribution on Ref. Bonds	-	236,835	-	-	-	-
Payment of Refund Escrow Agent	14,505,185	42,522,424	-	-	-	-
Underwriters Discount	73,732	237,669	-	-	-	-
Other	6,395	7,850	8,195	-	-	-
Total Debt Service Requirements	$ 34,994,278	$ 63,347,171	$ 21,030,163	$ 20,629,268	$ 24,564,348	$ 3,935,080

City of Brownsville, Texas
Summary of Total Debt Service Requirements
For All Outstanding Debt
For Beginning of Fiscal Year 2024

General Obligation Bonds	Principal	Interest
G.O. Refunding Bonds, Series 2014	8,880,000.00	434,000.00
G.O. Refunding Bonds, Series 2016	5,435,000.00	722,775.00
G.O. Refunding Bonds, Series 2016A	5,345,000.00	413,375.02
G.O. Refunding Bonds, Series 2017A	3,290,000.00	427,500.00
G.O. Refunding Bonds, Series 2019A	8,205,000.00	1,476,875.00
G.O. Refunding Bonds, Series 2020A	3,555,000.00	593,800.00
G.O. Refunding Bonds, Series 2020B	13,145,000.00	1,358,301.38
G.O. Refunding Bonds, Series 2021 (AMT)	14,420,000.00	6,272,425.00
Total G.O. Bonds Outstanding	62,275,000.00	11,699,051.40
Certificates of Obligation		
C.O. Series, 2012B	60,000.00	996.00
C.O. Series, 2013A	835,000.00	28,081.25
C.O. Series, 2015	6,275,000.00	1,578,262.50
C.O. Series, 2016	8,615,000.00	2,109,206.25
C.O. Series, 2017	14,190,000.00	6,093,025.00
P.P.F.C.O Series, 2017	3,125,000.00	595,900.00
C.O. Series, 2018 (AMT)	21,200,000.00	11,839,334.55
C.O. Series, 2019	5,185,000.00	1,963,175.00
C.O. Series, 2020	5,925,000.00	0.00
C.O. Series, 2020A	8,150,000.00	3,170,725.00
C.O. Series, 2021	6,807,000.00	0.00
C.O. Series, 2022	18,800,000.00	8,334,150.00
C.O. Series, 2023	28,020,000.00	15,065,283.33
Total C.O. Bonds Outstanding	127,187,000.00	50,778,138.88
Total G.O. & C.O. Bonds Outstanding Principal & Interest	189,462,000.00	62,477,190.28

City of Brownsville, Texas
Summary of Total Debt Service Requirements
Fiscal Year 2024

General Obligation Bonds	Principal	Interest	Total
G.O. Refunding Bonds, Series 2014	6,075,000	292,125	6,367,125
G.O. Refunding Bonds, Series 2016	820,000	247,150	1,067,150
G.O. Refunding Bonds, Series 2016A	905,000	153,434	1,058,434
G.O. Refunding Bonds, Series 2017A	595,000	149,625	744,625
G.O. Refunding Bonds, Series 2019A	-	410,250	410,250
G.O. Refunding Bonds, Series 2020A	670,000	147,050	817,050
G.O. Refunding Bonds, Series 2020B	795,000	234,185	1,029,185
G.O. Refunding Bonds, Series 2021 (AMT)	455,000	581,175	1,036,175
Total G.O. Bonds Outstanding	**$ 10,315,000**	**$ 2,214,994**	**$ 12,529,994**

Certificates of Obligation	Principal	Interest	Total
C.O. Series, 2012B	60,000	996	60,996
C.O. Series, 2013A	410,000	20,856	430,856
C.O. Series, 2015	230,000	240,425	470,425
C.O. Series, 2016	520,000	303,413	823,413
C.O. Series, 2017	200,000	679,850	879,850
P.P.F.C.O Series, 2017	295,000	119,100	414,100
C.O. Series, 2018 (AMT)	540,000	1,016,706	1,556,706
C.O. Series, 2019	220,000	228,150	448,150
C.O. Series, 2020	350,000	-	350,000
C.O. Series, 2020A	325,000	340,125	665,125
C.O. Series, 2021	379,000	-	379,000
C.O. Series, 2022	715,000	806,025	1,521,025
C.O. Series, 2023	2,795,000	1,222,158	4,017,158
Total C.O. Bonds Outstanding	**$ 7,039,000**	**$ 4,977,804**	**$ 12,016,804**
Total G.O. & C.O. Bonds Outstanding Principal & Interest	**$ 17,354,000**	**$ 7,192,798**	**$ 24,546,798**
Less Amount Paid From:			
2018 CO (AMT) (4A) GBIC Self Fd	(327,461)	(616,539)	(944,000)
2018 CO (AMT) (4B) BCIC Self Fd	(126,613)	(238,387)	(365,000)
2018 CO (AMT) (PFC) PFC Self Fd	(250,000)	-	(250,000)
	(704,074)	(854,926)	(1,559,000)
Plus Amounts Paid For:			
Paying Agent Fees			17,550
Interest on Unused Portion on Airport Tax Note			-
BND 20-yr Note			-
Total GO, CO, and Note Debt Payments to be Paid from Property Taxes			$ 23,005,348

AIRPORT AND BUSINESS-INDUSTRIAL PARKS FUND

A fund used to account for the provision of airport facilities to commercial passenger and cargo aircraft, and private aircraft on behalf of the residents of the City and the Rio Grande Valley. Also, to account for the provisions of business and industrial park facilities (including the foreign trade zone) to various businesses for the behalf of the residents of the City and the Rio Grande Valley. This fund is classified as an enterprise fund. An enterprise fund is used to account for operations (a) that are financed and operated in a manner similar to private business enterprises-where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the governing body has decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, or other purposes.

CITY OF BROWNSVILLE, TEXAS

Airport Fund
Revenue & Expenses
For Fiscal Years 2020 - 2024

	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 ACTUAL	FY 2023 AMENDED BUDGET	FY 2024 PROPOSED BUDGET	OVER (UNDER) FY 2023
REVENUES						
Airline/Other Aeronautical Revenue:						
Landing Fees	$ 96,801	$ 127,626	$ 90,561	$ 82,000	$ 67,300	$ (14,700)
Fuel Flowage Fees	154,215	194,851	145,863	133,000	120,000	(13,000)
FBO Revenue Contract or Sponsor Operated	161,721	174,082	236,195	236,000	237,300	1,300
Cargo and Hangar Rentals	234,095	210,647	238,230	238,000	235,500	(2,500)
Miscellaneous	-	-	-	-	600	600
Air Cargo Ramp	3,405	3,296	3,650	3,000	2,500	(500)
Terminal Use Fees	17,000	22,800	4,400	4,000	1,200	(2,800)
FIS Charges	1,095	1,397	460	400	200	(200)
Exclusive Space Fees	118,222	111,066	121,162	120,000	121,200	1,200
Joint Use Space Fee	192,338	177,910	194,084	194,000	194,000	-
Loading Bridge Fee	16,722	18,590	23,301	20,000	16,000	(4,000)
Late Charges	-	139	25,988	-	-	-
Baggage Make-Up Canopy	5,468	5,136	5,604	4,000	5,200	1,200
Charter Landing Fee W/Passenger	-	-	-	-	-	-
Total Airline/Other Aeronautical Revenue	1,001,082	1,047,540	1,089,498	1,034,400	1,001,000	(33,400)
Non-Aeronautical:						
Rent/Land Rental	1,181,514	1,137,074	1,174,920	1,164,000	1,191,600	27,600
Concessions	-	5,201	12,869	12,000	9,600	(2,400)
Rental Cars	439,090	392,855	629,624	393,000	539,400	146,400
Interest Income	998	5,191	129,393	9,000	34,400	25,400
Lease Utility Apportionment	870	797	1,270	900	3,700	2,800
Taxi Fees	-	-	-	-	-	-
Metered Parking	-	-	-	-	-	-
Terminal Advertising	40,834	6,651	360	500	100	(400)
Parking Lot Fees	124,162	83,716	201,892	188,000	350,000	162,000
Miscellaneous	23,308	16,865	25,896	38,000	305,800	267,800
Total Non-Aeronautical Revenue	1,810,776	1,648,350	2,176,224	1,805,400	2,434,600	629,200
Capital Contributions and Operating Transfers:						
Capital Contributions	-	-	562,456	-	-	-
Transfers In	1,250,000	1,226,641	-	-	-	-
TxDot Contribution	34,133	50,000	50,000	38,381	50,000	11,619
TxDot Cares Act	-	688,621	842,270	1,433,631	996,614	(437,017)
SCASDP Grant DOT Contribution	-	-	-	-	-	-
Total Other Revenues or Receipts	1,284,133	1,965,262	1,454,726	1,472,012	1,046,614	(425,398)
Total Revenues and Transfers	4,095,991	4,661,152	4,720,448	4,311,812	4,482,214	170,402
EXPENSES						
Fire Operations	647,106	832,667	873,702	790,746	820,783	30,037
BPD Airport Security	123,016	123,309	147,709	125,522	116,677	(8,845)
Airport Administration	961,103	942,285	1,016,672	1,197,624	1,275,426	77,802
Airport Maintenance	980,506	1,401,042	1,618,251	1,827,039	1,888,264	61,225
Airport Operations	189,537	231,954	223,059	311,351	276,516	(34,835)
Airport Security	159,450	132,022	43,334	60,530	65,666	5,136
Service & Contingency	421,436	503,390	(266,818)	-	38,882	38,882
Total Expenses	3,482,154	4,166,669	3,655,909	4,312,812	4,482,214	169,402
Revenues Over (Under) Expenses	$ 613,837	$ 494,483	$ 1,064,539	$ (1,000)	$ -	$ 1,000

Note: Expenses do not include depreciation.

BRIDGE FUND

This fund is used to account for debt service expenditures associated with the retirement of revenue bonds being shared equally between Cameron County and the City of Brownsville for the construction of the Veteran's International Bridge at Los Tomates.

CITY OF BROWNSVILLE, TEXAS

Bridge Fund
Revenues, Expenses, & Net Position Summary
For Fiscal Years 2020 - 2024

	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 ACTUAL	FY 2023 AMENDED BUDGET	FY 2024 PROPOSED BUDGET	OVER (UNDER) FY 2023
REVENUES						
City's Share of Bridge's	$ 2,342,865	$ 2,805,450	$ 3,398,597	$ 2,400,000	$ 3,100,000	$ 700,000
Reimbursable Serv. Program	16,220	-	-	-	-	-
Misc. Revenues	20,969	(15,259)	-	-	-	-
Interest Earned	101,225	60,580	61,858	35,000	110,000	75,000
Total Revenues	2,481,279	2,850,771	3,460,455	2,435,000	3,210,000	775,000
EXPENSES						
CBP Overtime	41,068	-	75,202	66,000	75,000	9,000
Total Expenses	41,068	-	75,202	66,000	75,000	9,000
Income (Loss) Before Operating Transfers	2,440,211	2,850,771	3,385,253	2,369,000	3,135,000	766,000
Operating Transfer From/						
(To) General Fund	(1,500,000)	(2,100,000)	(2,100,000)	(3,100,000)	(3,100,000)	-
(To) Capital Outlay Fund	(488,000)	(400,000)	(400,000)	(400,000)	(400,000)	-
(To) Fleet & Facility Services Fund	(359,229)	(600,000)	(600,000)	(600,000)	(600,000)	-
(To) OPEB Trust Fund	(1,000,000)	-	-	-	-	-
Net Other Financing Sources (uses)	(3,347,229)	(3,100,000)	(3,100,000)	(4,100,000)	(4,100,000)	-
Net Income (Loss)	(907,018)	(249,229)	285,253	(1,731,000)	(965,000)	766,000
Net Position, October 1	7,274,210	6,367,192	6,117,963	6,403,216	4,672,216	(1,731,000)
Net Position, September 30	$ 6,367,192	$ 6,117,963	$ 6,403,216	$ 4,672,216	$ 3,707,216	$ (965,000)

MOTOR VEHICLE PARKING SYSTEM FUND

A fund used to account for the provision of certain public parking facilities to the residents of the City and surrounding areas. This fund is classified as an enterprise fund. An enterprise fund is used to account for operations (a) that are financed and operated in a manner similar to private business enterprises-where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the governing body has decided that periodic determination or revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, other purposes.

CITY OF BROWNSVILLE, TEXAS

Motor Vehicle Parking System Fund
Revenues, Expenses, & Net Position Summary
For Fiscal Years 2020 - 2024

	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 ACTUAL	FY 2023 AMENDED BUDGET	FY 2024 PROPOSED BUDGET	OVER (UNDER) FY 2023
REVENUES						
Overparking Fines	$ 78,467	$ 40,230	$ 20,915	$ 80,000	$ 40,000	$ (40,000)
Parking Meters	198,292	173,534	92,642	700,000	350,000	(350,000)
Parking Administration Fee	1,724	-	-	-	-	-
Miscellaneous	168	75	66	-	5,000	5,000
Parking Lot Rental	20,614	20,277	18,139	18,000	19,000	1,000
Online Convienience Fee	56	35	35	100	100	-
Crossroads Event	14,782	-	-	-	-	-
Interest income	11,827	5,688	7,233	5,500	12,500	7,000
Total Revenues	325,930	239,839	139,030	803,600	426,600	(377,000)
EXPENSES						
Personnel Costs	247,135	190,486	89,485	394,847	313,746	(81,101)
Materials & Supplies	19,222	17,131	27,852	73,335	56,335	(17,000)
Maintenance of Buildings	-	3,923	2,548	4,700	4,700	-
Maintenance of Equipment	20,247	49,987	43,536	47,192	47,192	-
Miscellaneous Services	14,571	9,993	11,760	62,700	62,700	-
Unemployment Ins. Premium	-	325	-	-	-	-
Indirect Cost	17,002	14,838	21,701	20,000	20,000	-
Special Projects	53,657	8,614	949	83,000	100,000	17,000
General Services & Contingency	-	-	-	-	8,781	8,781
OPEB Expense	21,923	8,563	(32,917)	-	-	-
Net Pension	20,542	2,680	8,959	-	-	-
Equipment $15,000 and Over	-	-	36,400	-	-	-
Disposition Write Off	14,429	-	-	-	-	-
Depreciation Expense	8,992	4,385	4,385	-	-	-
Total Expenses	437,720	310,924	214,658	685,774	613,454	(72,320)
Income (Loss) Before Operating Transfers	(111,790)	(71,085)	(75,628)	117,826	(186,854)	(304,680)
Operating Transfer (To) From Other Funds	-	-	-	-	186,854	186,854
Net Income (Loss)	(111,790)	(71,085)	(75,628)	117,826	-	(117,826)
Net Position, October 1	1,070,329	958,539	887,454	811,826	929,652	117,826
Net Position, September 30	$ 958,539	$ 887,454	$ 811,826	$ 929,652	$ 929,652	$ -

EVENT CENTER FUND

An enterprise fund to account for the revenue and expenses related to the Event Center located at 1 Events Center Boulevard, Brownsville, Texas 78526. An enterprise fund is used to account for operations (a) that are financed and operated in a manner similar to private business enterprises- where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the governing body has decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, or other purposes.

CITY OF BROWNSVILLE, TEXAS

Event Center Fund
Revenues, Expenses & Net Position Summary
For Fiscal Years 2020 - 2024

	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 ACTUAL	FY 2023 AMENDED BUDGET	FY 2024 PROPOSED BUDGET	OVER (UNDER) FY 2023
REVENUES						
Event center rentals	$ 165,224	$ 151,372	$ 345,783	$ 543,859	$ 450,000	$ (93,859)
Event center expo	-	-	9,400	10,000	10,000	-
Interest income	186	250	897	1,000	1,000	-
Digital frame advertising	600	400	600	750	750	-
Miscellaneous	401	333	-	100	100	-
Total Revenues	166,411	152,355	356,680	555,709	461,850	(93,859)
EXPENDITURES						
Personnel Services	436,036	284,724	278,599	473,530	456,588	(16,942)
Materials and Supplies	47,688	76,348	82,526	47,360	62,360	15,000
Maintenance of Bldgs. and Structures	7,313	10,627	4,643	9,000	12,000	3,000
Maintenance of Equipment	10,365	3,693	4,054	28,050	10,050	(18,000)
Miscellaneous Services	174,939	157,802	189,734	184,851	236,925	52,074
Indirect Costs	37,122	28,133	29,058	35,000	35,000	-
General Services & Contingency	-	-	-	-	15,098	15,098
Unemployment Ins Prem	(128)	-	-	-	-	-
Contingency Net Pension	71,670	20,085	(1,703)	-	-	-
Contingency OPEB	24,248	16,628	(63,852)	-	-	-
Depreciation Expense	142,557	88,142	72,071	-	-	-
Total Expenditures	951,810	686,182	595,130	777,791	828,021	50,230
Excess (deficiency) of Revenues Over (under) Expenditures	(785,399)	(533,827)	(238,450)	(222,082)	(366,171)	(144,089)
OTHER FINANCING SOURCES (USES)						
Operating transfers from other funds	381,930	564,707	197,584	222,082	366,171	144,089
Operating transfers to other funds	-	-	-	-	-	-
Net Other Financing Sources (uses)	381,930	564,707	197,584	222,082	366,171	144,089
Net change in fund balances	(403,469)	30,880	(40,866)	-	-	-
Fund Balances, October 1,	2,324,517	1,921,048	1,951,928	1,911,062	1,911,062	-
Prior Period Adjustment	-	-	-	-	-	-
Fund Balance, September 30	$ 1,921,048	$ 1,951,928	$ 1,911,062	$ 1,911,062	$ 1,911,062	$ -

**Fund created FY 2020.*

CITY OF BROWNSVILLE, TEXAS

Event Center Fund
Revenues, Expenses and Change in Net Position
For Fiscal Years 2023 and 2024

	FY 2023 AMENDED BUDGET	FY 2024 PROPOSED BUDGET	OVER (UNDER) FY 2023	PERCENT OF TOTAL FY 2024 BUDGET
REVENUES				
Event Center Rentals	$ 543,859	$ 450,000	$ (93,859)	$ 54.35%
Event center expo	10,000	10,000	-	1.21%
Interest Income	1,000	1,000	-	0.12%
Miscellaneous	850	850	-	0.10%
Transfers From General Fund	222,082	366,171	144,089	44.22%
Total Revenues	777,791	828,021	50,230	100.00%
EXPENSES				
Personnel Services	473,530	456,588	(16,942)	55.14%
Materials and Supplies	47,360	62,360	15,000	7.53%
Maintenance of Bldgs. and Structures	9,000	12,000	3,000	1.45%
Maintenance of Equipment	28,050	10,050	(18,000)	1.21%
Miscellaneous Services	184,851	236,925	52,074	28.61%
Indirect Costs	35,000	35,000	-	4.23%
General Services & Contingency	-	15,098	15,098	1.82%
Total Expenses	777,791	828,021	35,132	100.00%
Net Income (Loss)	-	-		
Net Position, October 1	1,911,062	1,911,062		
Adjustment	-	-		
Net Position, September 30	$ $ 1,911,062	$ $ 1,911,062		

PUBLIC TRANSIT FUND

A fund used to account for the public mass transportation services (Bus services) to the residents of the City and surrounding areas. This fund is classified as an enterprise. An enterprise fund is used to account for operations (a) that are financed and operated in a manner similar to private business enterprises-where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the governing body has decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, or other purposes.

City of Brownsville, Texas
Public Transit Fund
Analysis Operating/Capital/Planning Contributions and Expenses
Unaudited

	Actuals FY2022	Budget FY2023	Proposed FY2024
Operating Revenues:			
Charges for Services: Fares	787,154	637,900	822,206
Rents	799,455	527,082	549,080
Operating Revenue Total	1,586,609	1,164,982	1,371,286
Operating Expenses:			
Finance	42,255	77,789	78,540
BPD Security	18,620	84,413	83,487
General Administration	1,066,247	1,159,374	1,631,932
Parking Garage	22,578	52,575	39,743
Fixed Route Operations	3,247,157	3,505,856	4,142,852
Facility Maintenance	847,474	852,026	991,710
Paratransit Services	592,636	666,023	655,988
Fleet Maintenance	140,869	241,580	266,040
RGV Metro Express	-	49,062	-
Operating Expenses Total	5,977,837	6,688,698	7,890,292
Operating Loss Before Non-Operating Revenue (Expenses), Transfers and Contributions	(4,391,228)	(5,523,716)	(6,519,006)
Non-Operating Revenue (Expenses):			
Miscellaneous Revenue	464,220	78,900	68,000
Interest Income	11,546	5,000	5,000
RGV Metro Express	-	49,062	-
FTA Planning	-	27,570	-
FTA Capital Preventive Maintenance	(1,298,134)	-	-
FTA Capital	(1,283,709)	(13,922,165)	-
Special Projects (Shelters, Rolling Stock,contingency)	-	(106,753)	-
Non-Operating Revenue (Expenses)Total	(2,106,077)	(13,868,386)	73,000
Loss Before Transfers & Contributions	(6,497,305)	(19,392,102)	(6,446,006)
FTA Share Planning	-		27,570
FTA Share Preventive Maintenance	-		
FTA Capital	4,687,570	11,624,084	
FTA CARES Act Operating Loss	-		2,294,253
State URB	601,235	601,235	601,235
Other Contributions Operating	289,173	232,000	211,084
Transfers In - COB 2017/2022 C.O., Capital Contribution	13,350	910,688	535,688
Transfers In - COB, General Fund Capital	299,652	5,201,377	341,614
Transfers In - COB, General Fund Operating	1,521,919	1,467,620	2,434,562
Transfers and Contributions Total	7,412,898	20,037,004	6,446,006

City of Brownsville, Texas
Public Transit Fund
Analysis Operating/Capital/Planning Contributions and Expenses
Unaudited

	Actuals FY2022	Budget FY2023	Proposed FY2024
Revenue/Contribution Ratios:			
Fare Revenues	9%	3%	10%
Rent Revenues	9%	3%	7%
Miscellaneous Revenues	6%	0%	1%
State URB	7%	3%	8%
Other Contributions Operating	3%	1%	3%
Other Contributions	0%	0%	0%
FTA Share	55%	56%	0%
FTA Cares	0%	0%	29%
C.O. Capital Contributions	0%	4%	7%
General Fund Contribution	21%	32%	35%
Total Revenues	9,475,273	21,362,518	7,890,292
Total Operating Exp	5,977,837	6,688,698	7,890,292
Total Other Exp	2,581,843	14,028,918	-
	8,559,680	20,717,616	7,890,292
Revenues Over (Under) Expenses	915,593	644,902	-

LANDFILL FUND

A fund used to account for the operations of the City of Brownsville's Landfill. This fund is classified as an enterprise fund. An enterprise fund is used to account for operations (a) that are financed and operated in a manner similar to private business enterprises where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the governing body has decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, or other purposes.

CITY OF BROWNSVILLE, TEXAS

Landfill Fund
Statement of Revenues, Expenses, and Changes in Net Position
For Fiscal Years 2023 and 2024

	FY 2023 AMENDED BUDGET	FY 2024 PROPOSED BUDGET	OVER (UNDER) FY 2023	PERCENT OF TOTAL FY 2024 BUDGET
REVENUES				
Residential Garbage Fees	$ 3,100,000	$ 3,100,000	$ -	$ 17.37%
Commercial Garbage Fees	1,080,000	1,150,000	70,000	6.44%
Landfill Fees	9,800,000	11,000,000	1,200,000	61.62%
FUMECF Fees - BPUB	2,300,000	2,300,000	-	12.88%
FUMECF Fees - El Jardin	17,000	17,000	-	0.10%
FUMECF Fees - Olmito Water Supply	-	-	-	0.00%
FUMECF Fees - Military Hwy Water Supply	12,000	12,000	-	0.07%
Interest Income	83,000	270,000	187,000	1.51%
Miscellaneous	4,000	3,000	(1,000)	0.02%
Transfer From General Fund	-	-	-	0.00%
Total Revenues	16,396,000	17,852,000	1,456,000	100%
EXPENSES				
Landfill BPD Security	26,232	25,028	(1,204)	0.15%
Landfill	5,463,515	4,108,881	(1,354,634)	24.89%
Waste Minimization	433,854	479,934	46,080	2.91%
Greens Division	-	-	-	0.00%
Hotshot Crew	960,855	992,190	31,335	6.01%
Ecological Management	113,000	117,139	4,139	0.71%
General Services & Contingency	-	96,370	96,370	0.58%
BPUB Collection Fee	450,000	450,000	-	2.73%
El Jardin Collection Fee	19,000	19,000	-	0.12%
Olmito Water Collection Fee	-	-	-	0.00%
Military Hwy Collection Fee	4,500	4,500	-	0.03%
Landfill Closure	-	-	-	0.00%
Landfill Task Orders	915,100	915,100	-	5.54%
Net Pension	-	-	-	0.00%
OPEB Expense	-	-	-	0.00%
Depreciation Expense	-	-	-	0.00%
Transfer To Non-Bonded Debt Service Fund	-	-	-	0.00%
Transfer To General Fund	9,300,000	9,300,000	-	56.34%
Total Expenses	17,686,056	16,508,142	(1,177,914)	100.00%
Net Income (Loss)	(1,290,056)	1,343,858		
Net Position, October 1	2,887,904	1,597,848		
Net Position, September 30	1,597,848	$ 2,941,706		

BROWNSVILLE GOLF CENTER FUND

A fund used to account for the operations of municipal golf course. This fund is classified as an enterprise fund. An enterprise fund is used to account for operations (a) that are financed and operated in a manner similar to private business enterprises where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the governing body has decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, or other purposes.

CITY OF BROWNSVILLE, TEXAS

Brownsville Golf Center Fund
Revenues & Expenses
For Fiscal Years 2020 - 2024

	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 ACTUAL	FY 2023 AMENDED BUDGET	FY 2024 PROPOSED BUDGET	OVER (UNDER) FY 2023
REVENUES						
Electric Cart Rentals	$ 84,387	$ 71,804	$ 98,672	$ 85,000	$ 100,000	$ 15,000
Green Fees	128,777	209,330	209,015	178,125	225,000	46,875
Misc. Fees	1,730	-	2,741	1,000	-	(1,000)
Trail Fees	1,339	1,201	1,681	1,700	1,800	100
Food Sales	4,710	4,222	11,843	5,000	13,000	8,000
Beverage Sales	21,485	27,771	48,179	30,000	45,000	15,000
Proshop Sales	5,041	9,715	13,686	10,000	15,000	5,000
Yearly Cart Storage Fees	2,841	3,525	5,837	5,000	4,000	(1,000)
Golf Clubs Rental	821	1,917	1,683	2,000	3,000	1,000
Annual Pre-Payment Fee	17,652	29,075	22,002	25,000	25,000	-
Six-Month Pre-Payment Fee	2	107	211	500	400	(100)
Skyway Towers Rental	13,200	13,200	13,200	13,500	13,500	-
Handicapped Fees	46	23	-	75	-	(75)
Interest Earned	3,796	2,963	1,861	3,450	13,500	10,050
Miscellaneous	1,004	1,496	490	550	550	-
Transfer From General Fund	386,646	474,472	442,243	476,267	401,986	(74,281)
Total Revenues	673,477	850,821	873,344	837,167	861,736	24,569
EXPENSES						
BGC Administration	183,179	183,578	208,674	214,811	233,644	18,833
BGC Golf	442,534	415,081	345,100	433,418	443,072	9,654
BGC Food & Beverage	5,133	3,304	4,292	6,500	6,500	-
BGC Pro Shop	82,456	90,918	74,179	136,938	119,128	(17,810)
BGC Cost of Goods Sold	25,702	22,247	37,215	45,500	45,500	-
General Services & Contingency	57,687	30,523	(70,722)	-	13,892	13,892
Total Expenses	796,691	745,651	598,738	837,167	861,736	24,569
Revenues Over (Under) Expenses	$ (123,214)	$ 105,170	$ 274,606	$ -	$ -	$ -

Note: Expenses do not include depreciation.

BROWNSVILLE SPORTS PARK FUND

A fund used to account for the operations of the Brownsville Sports Park. This fund is classified as an enterprise fund. An enterprise fund is used to account for operations (a) that are financed and operated in a manner similar to private business enterprises where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the governing body has decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, or other purposes.

CITY OF BROWNSVILLE, TEXAS

Sports Park Fund
Statement of Revenues, Expenses, and Changes in Net Position
For Fiscal Years 2023 and 2024

	FY 2023 AMENDED BUDGET	FY 2024 PROPOSED BUDGET	OVER (UNDER) FY 2023	PERCENT OF TOTAL FY 2024 BUDGET
REVENUES				
Concession Sales	$ 97,500	$ 96,733	$ (767)	7.33%
Rental Fee	120,000	167,320	47,320	12.68%
Registration Fees	40,000	31,763	(8,237)	2.41%
Admission Fee	1,000	-	(1,000)	0.00%
Banner Sponsorship Fee	1,000	-	(1,000)	0.00%
Gym/ Dome Rental Fee	5,000	10,849	5,849	0.82%
Dome/Gym Concession Sales	2,500	2,026	(474)	0.15%
Dome/Gym Admission Fees	4,000	7,826	3,826	0.59%
Other Registration Fees	4,500	1,488	(3,012)	0.11%
Little League Registration Fees	-	9,488	9,488	0.72%
BCIC Sports Park Maint Fee	500,000	500,000	-	37.88%
Interest Income	-	1,666	1,666	0.13%
Transfer from General Fund	526,824	490,852	(35,972)	37.19%
Total Revenues	1,302,324	1,320,011	17,687	100.00%
EXPENSES				
Personnel Services	644,322	662,008	17,686	50.15%
Materials and Supplies	212,000	212,000	-	16.06%
Maintenance of Bldgs. and Structures	57,000	57,000	-	4.32%
Maintenance of Equipment	49,500	49,500	-	3.75%
Miscellaneous Services	339,502	339,502	-	25.72%
Total Expenses	1,302,324	1,320,010	17,686	100.00%
Net Income (Loss)	-			
Net Position, October 1	762,798			
Net Position, September 30	$ 762,798			

**Fund created FY 2021.*

EMPLOYEE BENEFIT FUND

An Internal Service fund established to administer the health and medical insurance program for city employees on a cost-reimbursement basis. On October 1, 2001 the City elected to convert from a fully insured medical insurance plan to a self-funded insured plan to provide medical coverage to City employees. The plan is administered by a service agent.

CITY OF BROWNSVILLE, TEXAS

Employee Benefit Fund
Revenues, Expenses, and Change in Net Position
For Fiscal Years 2023 and 2024

	FY 2023 AMENDED BUDGET	FY 2024 PROPOSED BUDGET	OVER (UNDER) FY 2023
REVENUES			
Contributions & Other Revenue	15,000,000	15,000,000	-
Interest Earned	39,000	39,000	-
Total Revenues	$ 15,039,000	$ 15,039,000	$ -
EXPENSES			
Claims & Other Expenses	15,369,070	15,369,070	-
Total Expenses	15,369,070	15,369,070	-
Income (Loss) Before Operating Transfers	(330,070)	(330,070)	-
Operating Transfer From/ (To) Worker's Comp Fund	-	-	-
Net Income (Loss)	(330,070)	(330,070)	
Net Position, October 1	1,938,763	1,608,693	
Net Position, September 30	$ 1,608,693	$ 1,278,623	

FLEET & FACILITY SERVICES FUND

An Internal Service fund established to finance and account for services, materials, and supplies furnished to various departments of the City. These services are provided on a cost reimbursement basis and are accounted for by the Fleet Maintenance and Facility Maintenance departments.

CITY OF BROWNSVILLE, TEXAS

Fleet & Facility Services Fund
Revenues, Expenses, & Net Position Summary
For Fiscal Years 2020 - 2024

	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 ACTUAL	FY 2023 AMENDED BUDGET	FY 2024 PROPOSED BUDGET	OVER (UNDER) FY 2023
REVENUES						
Fleet Services Fees & Services	$ 5,724,500	$ 5,362,500	$ 6,497,796	$ 5,300,000	$ 5,368,545	$ 68,545
Facilities Services Fees & Services	1,870,440	2,565,412	2,569,028	2,709,655	2,709,655	-
Other Services Fees & Services	314,382	336,085	347,114	476,695	476,695	-
Interest Earned	2,660	6,579	3,688	5,000	18,300	13,300
Total Revenues	7,911,982	8,270,576	9,417,626	8,491,350	8,573,195	81,845
EXPENSES						
Personnel Services	1,415,243	1,606,494	1,500,109	1,912,335	2,051,435	139,100
Materials and Supplies	1,286,350	1,613,974	2,284,103	1,612,460	1,596,260	(16,200)
Maintenance of Bldgs. and Structures	429,734	669,058	826,965	925,683	907,683	(18,000)
Maintenance of Equipment	4,640,836	4,150,391	4,498,223	3,704,022	3,655,022	(49,000)
Miscellaneous Services	121,711	219,480	269,972	336,850	297,137	(39,713)
Equipment $15,000 and Over	(203,591)	-	-	-	-	-
Contingency Fleet Replacement	359,228	365,169	741,848	2,457,580	600,000	(1,857,580)
Depreciation	7,191	-	-	-	-	-
General Services and Contingencies	-	-	12,671	-	65,658	65,658
Indirect Costs	-	-	8,413	-	-	-
Structures	-	-	21,895	-	-	-
Total Expenses	8,056,702	8,624,566	10,164,199	10,948,930	9,173,195	(1,775,735)
Income (Loss) Before Operating Transfers	(144,720)	(353,990)	(746,573)	(2,457,580)	(600,000)	1,857,580
Operating Transfer From/						
General Fund	-	-	500,000	1,500,000	-	-
Bridge Fund	359,229	600,000	600,000	600,000	600,000	-
Net Income (Loss)	214,509	246,010	353,427	(357,580)	-	1,857,580
Net Position, October 1	-	214,509	460,519	813,946	456,366	(357,580)
Net Position, September 30	$ 214,509	$ 460,519	$ 813,946	$ 456,366	$ 456,366	$ -

ENTERPRISE APPLICATIONS FUND

An Internal Service fund established to finance and account for Information Technology services, materials, and supplies furnished to various departments of the City. These services are provided on a cost reimbursement basis and are accounted for by the Management Information Services Department.

CITY OF BROWNSVILLE, TEXAS

Enterprise Applications Fund
Revenues, Expenses, & Net Position Summary
For Fiscal Years 2020-2024

	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 ACTUAL	FY 2023 AMENDED BUDGET	FY 2024 ADOPTED BUDGET	OVER (UNDER) FY 2023
REVENUES						
Enterprise Applications Fees & Services (Technology)	$ 1,484,028	$ 1,645,752	$ 1,200,358	$ 2,474,667	$ 2,764,483	$ 289,816
Interest Earned	874	1,685	3,235	1,500	4,500	3,000
Total Revenues	1,484,902	1,647,437	1,203,593	2,476,167	2,768,983	292,816
EXPENSES						
Personnel Services	866,041	741,218	586,021	1,039,618	1,270,023	230,405
Materials and Supplies	32,798	16,548	57,631	53,050	53,050	-
Maintenance of Bldgs. and Structures	57	-	-	-	-	-
Maintenance of Equipment	346,650	322,109	378,986	277,000	679,000	402,000
Communications	8,253	9,635	5,504	7,000	7,000	-
Rental of Equipment	1,119	2,061	-	-	-	-
Professional Services	46,419	71,404	185,355	128,000	128,000	-
Travel Expense (non-Training)	1,090	-	100	2,000	2,000	-
Auto Allowance	5,292	7,027	7,777	7,000	14,000	7,000
Training Expense	12,405	1,399	6,030	15,000	15,000	-
Dues/ Memberships	44,477	285,837	- 385,558	751,283	575,000	(176,283)
Other	61,039	64,628	-	-	-	-
Other Temporary Workforce	-	-	82,567	-	-	-
Equipment $15,000 and Over	19,195	-	288,106	1,720,734	-	(1,720,734)
Non-Recurring - Technology	-	123,885	186,033	247,894	-	(247,894)
General Services & Contingency	-	-	-	-	25,910	
Total Expenses	1,444,835	1,645,751	2,169,668	4,248,579	2,768,983	(1,479,596)
Income (Loss) Before Operating Transfers	40,067	1,686	(966,075)	(1,772,412)	-	1,772,412
Operating Transfer From/ General Fund	-	-	1,058,312	739,518	-	(739,518)
Net Income (Loss)	40,067	1,686	92,237	(1,032,894)	-	1,032,894
Net Position, October 1	-	40,067	41,753	133,990	(898,904)	(1,032,894)
Net Position, September 30	$ 40,067	$ 41,753	$ 133,990	$ (898,904)	$ (898,904)	$ -

**Fund created FY 2020.*

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Michael Delmore, Chief Financial Officer
Date:	Tuesday, September 5, 2023
Agenda #:	**APPROVAL** on **SECOND** and **FINAL READING** of **Ordinance Number 2023-1726** to ratify the Fiscal Year 2024 budget that will raise more total property taxes than last year's budget. (Financial Services Department)

Summary:
This Year's property tax levy will raise more revenue from property taxes than in the preceding year. The Local Government Code requires the governing body to hold a separate vote to ratify the property tax increase reflected in the budget or the vote to set the tax rate.

Section 102.007 (c), Texas Local Government Code, requires that the adoption of a budget that will raise more revenue from property taxes than in the previous year requires a separate vote of the governing body to ratify the property tax increase reflected in the budget, and that such vote is in addition to and separate from the vote to adopt the budget or to set the tax rate required by Chapter 26, Tax Code.

On August 15, 2023, in order to ensure compliance with Texas Local Government Code, staff requested a vote by the City Commission to ratify the tax revenues that are included in the FY 2024 budget, which are more than those included in the FY 2023 budget. The increase in revenue from property tax is based on a tax rate of $0.607987.

Project Scope and Analysis:

Funding:

Source:
Amount:
Local Contribution if Applicable:

Recommendation:
Recommend ratification

Commission Pillar:
Governance

Attachments:
1. Ordinance to Ratify Property Tax Increase FY24
2. Ordinance 2023-1726

City of Brownsville, Texas

Public Hearing & Action of an Ordinance to Ratify the Property Tax Increase Reflected in FY 2024 Budget

August 15, 2023

Prepared by: Financial Services Department

01

02

03

Highlights

- This year’s property tax levy raises more revenue from property tax than in the preceding year.
- Local Government Code requires a separate vote of the governing body to ratify the property tax increase reflected in the budget.
- Vote is in addition to and separate from the vote to adopt the budget or to set the tax rate.

Recommendation

Ratify the Tax Revenue Increase reflected in the FY 2023 Budget

M&O increase of $2,043,023

Debt increase of $3,299,721

M&O: Maintenance & Operations (General Fund)

Thank you!

ORDINANCE NUMBER 2023-1726

AN ORDINANCE OF THE CITY OF BROWNSVILLE, TEXAS, RATIFYING THE PROPERTY TAX INCREASE REFLECTED IN THE FISCAL YEAR 2024 BUDGET THAT WILL RAISE MORE TOTAL PROPERTY TAXES THAN THE FISCAL YEAR 2023 BUDGET BY $5,342,744 WHICH IS A 9.51 PERCENT INCREASE FROM LAST YEAR'S BUDGET.

WHEREAS, Section 102.007 (c) Texas Local Government Code provides that upon the adoption of a budget that will raise more revenue from property taxes than in the previous year's budget that a separate vote of the governing body to ratify the property tax increase reflected in the budget, and that such a vote is in addition to and separate from the vote to adopt the budget or to set the tax rate; and

WHEREAS, the City Commission has, prior to its consideration and adoption of this ordinance, adopted by separate ordinance the budget of the City of Brownsville for Fiscal Year 2024; and

WHEREAS, the Fiscal Year 2024 budget of the City of Brownsville, Texas will raise more revenue from property taxes than the Fiscal Year 2023 budget by $5,342,744 which is a 9.51 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll for the Fiscal Year 2024 budget is $1,075,675.

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

Section 1. That in compliance with the requirements of Section 102.007 (c) of the Texas Local Government Code, the City of Brownsville, Texas does hereby ratify the property tax increase reflected in the Fiscal Year 2024 budget.

Section 2. A copy of the vote results for this ordinance, reflecting the record vote of the City Commission of Brownsville, Texas shall be attached to this ordinance by the City Secretary and shall constitute a part of this ordinance for all purposes.

INTRODUCED AND PASSED on the first reading on this the 15th day of August, 2023.

Passed on the second and final reading and approved on this the 5th day of September, 2023.

_____
John Cowen
Mayor, City of Brownsville, TX

ATTEST:

_____
Yolanda Galarza Gomez
City Secretary

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Michael Delmore, Chief Financial Officer
Date:	Tuesday, September 5, 2023
Agenda #:	**APPROVAL** on **SECOND** and **FINAL READING** of **Ordinance Number 2023-1728** levying ad valorem taxes for the Tax Year 2023 for the use and support of the Municipal Government of the City of Brownsville, Texas, for the Fiscal Year 2024, providing interest and sinking fund for the Fiscal Year 2024 City of Brownsville, Texas, General Obligation Bonds. (Financial Services Department)

Summary:
The governing body of a taxing unit other than a school district may not adopt a tax rate that exceeds the lower of the voter-approval tax rate or the no-new-revenue tax rate until the governing body has held a public hearing on the proposed tax rate. This hearing must:

- have a quorum of the governing body present,
- take place within the boundaries of the taxing unit,
- be conducted on a weekday that is not a public holiday,
- allow taxpayers an opportunity to express their views, and
- take place in a public building or, if a public building isn't available, in a building normally open to the public.

A public hearing may not be held before the fifth day after the date the notice of the public hearing is given. Property Tax Code, chapter 26.06(d), expressly authorizes the governing body to vote on the proposed tax rate at the property tax public hearing.

The proposed tax rate is $0.607987, which is $0.08392 lower than the current rate of $0.691919.

Project Scope and Analysis:

Funding:

Source:

Amount:
Local Contribution if Applicable:

Recommendation:
Recommend approval.

Commission Pillar:
Governance

Attachments:
1. Public Hearing & Adoption of an Ordinance to Approve the 2023 Tax rate for Fiscal Year 2024 rev 08-15-2023
2. Ordinance 2023 1728

City of Brownsville, Texas

Public Hearing & Adoption of an Ordinance to Approve the 2023 Tax Rate for Fiscal Year 2024

August 15, 2023

Prepared by: Financial Services Department

Property Tax Rate **Recommendation** – 2023 Tax Year

(Current Rate = $0.691919)

Voter Approval Rate = $0.607987
($0.08392 or 12.1% rate decrease)

- This rate is the highest rate the City may adopt without holding an election to approve rate.



Debt:
$0.237900

M&O:
$0.370087

M&O: Maintenance & Operations (General Fund)

Tax Code 26.05(b) requires a motion to adopt the tax ordinance to be in the following form:

I move that the property tax rate be increased by the adoption of a tax rate of $0.607987, which is effectively a 10.7% increase in the tax rate.

Thank you!

ORDINANCE NUMBER 2023-1728

AN ORDINANCE LEVYING AD VALOREM TAXES FOR THE TAX YEAR 2023 FOR THE USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF BROWNSVILLE, TEXAS FOR THE FISCAL YEAR 2024, PROVIDING FOR THE INTEREST AND SINKING FUND FOR THE FISCAL YEAR 2024 FOR THE CITY OF BROWNSVILLE, TEXAS, BONDS AS FOLLOWS:

Bond Series	Dated
C.O. Series 2012B	December 27, 2012
C.O. Series 2013A	December 18, 2013
G.O. Refunding Bonds, Series 2014	December 23, 2014
C.O. Series 2015	June 2, 2015
C.O. Series 2016	July 21, 2016
G.O. Refunding Bonds, Series 2016	September 1, 2016
G.O. Refunding Bonds, Series 2016A	December 21, 2016
C.O. Series 2017	December 29, 2017
P.P.F.C.O. Series 2017	December 29, 2017
G.O. Refunding Bonds, Series 2017A	December 29, 2017
C.O. Series 2018 (AMT)	October 17, 2018
G.O. Refunding Bonds, Series 2019A	December 19, 2019
C.O. Series, 2019	December 19, 2019
C.O. Series, 2020	April 15, 2020
C.O. Series, 2020A	November 18, 2020
G.O. Refunding Bonds, Series 2020A	November 18, 2020
G.O. Refunding Bonds, Series 2020B	November 18, 2020
C.O. Series, 2021	July 2, 2021
G.O. Refunding Bonds, Series 2021 (AMT)	June 17, 2021
C.O. Series, 2022	March 2, 2022

And apportioning each levy the specific purpose; providing for discounts in the payment of said taxes; providing that all receipts of the city not apportioned by this ordinance or general law shall be payable into the general fund and repealing all ordinance or parts or ordinance in conflict herewith.

WHEREAS, Lupe Granado III, finance director for the City of Brownsville, Texas, has complied with Article 26.04 of the Texas Tax Code in the submission of the tax roll to the City Commission; and

WHEREAS, pursuant to the Texas Tax Code, Lupe Granado III, has calculated the maintenance and operation rate for 2023 to be $0.370087, by using the statutory method so required by the Texas Tax Code; and

WHEREAS, Lupe Granado III, has calculated the interest and sinking fund rate for 2023 as ($0.237900/$100) using the formula set out by the Texas Tax Code; and

WHEREAS, Lupe Granado III, as finance director upon complying with the Texas Tax Code has totaled the calculated maintenance and operation rate for 2023 ($0.370087/$100) plus the calculated interest and sinking fund rate for 2023 ($0.237900/ $100) to be a total of $0.607987/$100;

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

Section 1. That there is hereby levied for the year 2023, and there shall be collected for the use and support of the municipal government of the City of Brownsville, Texas, and provide interest and sinking fund for bonds of the City of Brownsville, Texas, for the fiscal year 2024 upon all property, real, personal and mixed, defined and described in Section 2 of Article III of the Charter of the City of Brownsville, Texas, a tax of $0.607987 on each one hundred ($100.00) dollars assessed valuation of said property, being an increase in total tax revenues of 9.51%, said tax being so levied and apportioned to the support purpose hereinafter set forth, to-wit:

(1) For the maintenance and support for the fiscal year 2024 of the general government (General Fund) of the City of Brownsville, Texas, $0.370087 on each one hundred ($100.00) dollars assessed valuation of said property.

(2) For the payment of principal and interest to be deposited in the interest and sinking fund for services of the requirements for the fiscal year 2024 of the City of Brownsville, Texas, $0.237900 on each one hundred ($100.00) dollars assessed valuation said property.

Section 2. This year's levy to fund maintenance and operations expenditures increased from last year's M&O tax levy. Also, this year's M&O tax rate is higher than the no-new revenue maintenance and operations tax rate.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 10.70% AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY $36.

Section 3. All of said taxes hereby levied shall be payable and become due as provided in the City Charter, provided however, that discounts shall be allowed on the full amount of said taxes hereby levied when paid, if paid as follows:

Three (3%) percent discount during October, 2023
Two (2%) percent discount during November, 2023
One (1%) percent discount during December, 2023

Section 3. That all receipts for the City not specifically apportioned by this Ordinance or the Charter of the City of Brownsville, Texas, or general laws of the State of Texas applicable to home rule cities, are hereby made payable to the General Fund of the City.

Section 4. That all Ordinances or parts of ordinances in any manner in conflict with the Ordinance are hereby repealed.

Section 5. That this Ordinance shall take effect and be in force from and after its passage and publications as provided by the Charter of the City of Brownsville, Texas.

INTRODUCED AND PASSED on the first reading on this the 15th day of August, 2023.

Passed on the second and final reading and approved on this the 5th day of September, 2023.

_____
John Gowen
Mayor, City of Brownsville, TX

ATTEST:

_____
Yolanda Galarza Gomez
City Secretary

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Juan Pablo Villarreal, Director of Internal Services
Date:	Tuesday, September 5, 2023
Agenda #:	Consideration and **ACTION** to award a cooperative contract to SpawGlass Contractors Inc. for the cleanup and ceiling demolition of the Capital Theater in the amount of $125,492.00, as budgeted. (Internal Services Department)

Summary:
In early May 2023, Internal Services crews notified us of a partial roof collapse of the Capital Theater. We quickly retained the services of Structural Engineer Rolando Rubiano with Green, Rubiano & Associates. Mr. Rubiano assisted us with the initial observation to identify any structural concerns caused by the collapse. Finding none, we have been working with Mr. Rubiano to obtain proposals from General Contractors to begin Phase I of the project.

SpawGlass Contractors Inc., a BuyBoard vendor, submitted a proposal for $125,492.00 to remove the debris and the remaining portion of the theater ceiling. This will allow the engineer to inspect the remaining roof structure. Once the debris and ceiling have been removed and the remaining structure has been inspected, Mr. Rubiano will provide a report detailing temporary bracing that may be needed and a permanent repair to the roof structure.

Project Scope and Analysis:
As the Structural Engineer, Rolando Rubiano recommended, this project will be done in phases. Phase I of this project will include:

- Clean up the roof debris from the theater floor.
- Separating the structural beams from the debris so that they can be inspected.
- Removing the remaining portion of the ceiling to expose the existing roof structure.

Funding:
Source: 455-850-911

Amount: $125,492

Local Contribution if Applicable: n/a

Recommendation:
The Internal Services Department recommends approving the proposal from SpawGlass Contractors Inc. for the cleanup and ceiling demolition for the Capital Theater in the amount of $125,492.00.

Commission Pillar:
Infrastructure Pillar

Attachments:
1. Procurement Analysis SpawGlass TRD-138-0923
2. Construction Contract B'ville Capitol Theather Ceiling Demolition final

PURCHASING & CONTRACT SERVICES
PROCUREMENT ANALYSIS

Date: Tuesday, August 22, 2023
To: Mr. Helen Ramirez, City Manager
From: Mr. Lupe Granado III, Financial Services Director
CC: Mr. Damian Espinoza, Procurement and Contract Manager
Mr. Juan P. Villarreal, Internal Services Director

Subject: Agenda Item for the City Commission meeting of Tuesday, September 5, 2023 "Consideration and action to award a service agreement to SpawGlass" **#TRD-138-0923**

At the request of Juan P. Villarreal, Internal Services Director, the Procurement Division requested to invoke the "Interlocal contract for cooperative purchasing" clause under Local Government Code Section §791.025 (C) **BUYBOARD Contract 581-19.** (Exhibit B).

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.

PROCUREMENT SUMMARY: SpawGlass is eligible under this procurement for the cooperative service agreement for the Brownsville Capital Theater Roof Demolition in the amount of **$125,492.00**. (Exhibit A)

CONTRACT FOR:
Brownsville Capitol Theater Roof Demolition

A. **AGREEMENT**

This Agreement is made by and between:

the Owner ("Owner" or "City"):	The City of Brownsville 1001 E. Elizabeth St., P.O. Box 911 Brownsville, Texas 78520
and the Contractor ("Contractor"):	SpawGlass 3008 W. Spur 54 Harlingen, TX 78552
for the following Project ("Project"):	Brownsville Capitol Theater Roof Demolition

Each individually referred to as a "Party" and collectively referred to as the "Parties". Owner and Contractor, in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

B. **CONTRACT DOCUMENTS**

The Contractor shall complete the Work described in the Contract Documents for the project. The Contract Documents consist of the following:

a. This Agreement;
b. Exhibit A, Scope of Services;
c. Exhibit B, Buyboard Contract #581-19
d. Exhibit C, Certificates of Insurance
e. Exhibit D, Payment and Performance Bond Requirements as stated in Buyboard Contract #581-19
f. CIQ

which are attached hereto and incorporated herein and made a part of this Agreement for all purposes. The Contract Documents represent the entire and integrated agreement between the Owner and the Contractor and supersede all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both the Owner and the Contractor. In the event of an inconsistency or conflict in any of the

provisions of the Contract Documents, then the inconsistency or conflict shall be resolved by giving precedence first to this Agreement then to the Contract Documents in the order in which they are listed above.

C. **WORK**

Contractor shall complete all Work as specified or indicated in the Contract Documents for the Project identified herein.

D. **CONTRACT PRICE; PAYMENT TERMS**

Owner agrees to pay Contractor for performance of the Work in accordance with the Contract Documents the guaranteed maximum price of **ONE HUNDRED TWENTY FIVE THOUSAND FOUR HUNDRED NINETY TWO DOLLARS AND ZERO CENTS ($125,492.00)** (hereinafter "Guaranteed Maximum Price" or "GMP"). Guaranteed Maximum Price includes all costs incurred by Contractor, including but not limited to Costs of Work (including among others, labor, equipment, materials, fees, inspections, and permits), construction contingency amount, and Contractor's overhead, all bond financing, profit, price escalation and market price variations. Nothing contained in this Agreement shall require the Owner to pay Contractor an aggregate amount that exceeds the Guaranteed Maximum Price or to make any payment if, in the Owner's belief, the cost to complete the Work would exceed the Guaranteed Maximum Price. Change orders may be approved in writing by Owner for increased costs needed for refinement, development and completion of the Project. However, the maximum allowable amount of change orders payable to the Project shall not exceed __twenty five___ percent (__25_____%) of the Guaranteed Maximum Price for the Project.

The Owner shall pay within ***thirty (30) days*** for completed work in monthly draws, less 10% retainage, upon receipt of an acceptable invoice. Invoices shall be in standard form, Application and Certificate for Payment, and shall be accompanied by signed Conditional Release of Liens forms from each applicable subcontractor and supplier.

Retainage shall be paid within in thirty (30) days of receipt of an acceptable Final Invoice. The final Application for Payment shall be accompanied by signed Final Release and Waiver of Liens forms from all subcontractors and suppliers.

E. **CONTRACT TIME**

The Contract Time will commence to run on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 10 days after the Effective Date of the Agreement, and shall substantially complete the Work within 45 consecutive calendar days as identified in the Bid package.

F. **LIQUIDATED DAMAGES**

Contractor recognizes that time is of the essence for completion of the Work, and to achieve Final Acceptance of the Work, and City will suffer financial loss if the Work is not completed within the time(s) specified herein. The Contractor also recognizes the delays, expense and difficulties involved in proving in a legal proceeding, the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor agrees that as liquidated damages for delay (but not as a penalty), Contractor shall pay City **Five Hundred Dollars ($500.00)** for each day that expires after the time specified in Paragraph F above, for Final Acceptance until the City issues the Final Letter of Acceptance.

G. **INSPECTION AND FINAL ACCEPTANCE**

The City's inspection and acceptance of contractual compliance will be accomplished by an engineering Inspector of the engineering Department. The City reserves the right to reject unsatisfactory work within a 24-hour period. Contractors have 48 hours to correct unacceptable work. (To be corrected during regular working days, holidays or weekends.)

Prior to beginning work, the Contractor shall provide to the City a Schedule of Values related to the Work, which shall be used for purposes of periodic payments.

The Contract Sum shall include all materials, supplies, tools, equipment, permits, perimeter fencing, portable restrooms, construction debris container(s), supervision and labor necessary for the proper prosecution and completion of the Work.

The Contractor warrants that the completed Project shall be adequate for the purposes intended.

H. **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 EVEN IF IT IS ALLEGED OR PROVEN THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED, IN WHOLE OR IN PART, BY ANY ACT, OMISSION OR NEGLIGENCE OF THE CITY. THIS INDEMNITY PROVISION IS INTENDED TO INCLUDE, WITHOUT LIMITATION, INDEMNITY FOR COSTS, EXPENSES AND LEGAL FEES INCURRED BY THE CITY IN DEFENDING AGAINST SUCH CLAIMS AND CAUSES OF ACTIONS. IN THE EVENT CONTRACTOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

(b) THE PROVISIONS OF THIS INDEMNITY ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. CONTRACTOR SHALL ADVISE THE CITY IN WRITING WITHIN 24 HOURS OF ANY CLAIM OR DEMAND AGAINST THE CITY OR CONTRACTOR KNOWN TO CONTRACTOR RELATED TO OR ARISING OUT OF CONTRACTOR'S ACTIVITIES UNDER THIS AGREEMENT, AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT CONTRACTOR'S COST. THE CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING CONTRACTOR OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

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

I. 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. Specifically, Contractor must perform within its own organization, work equivalent to at fifty one (51) percent of the Contract Price, unless otherwise approved by the City. Subject to and in accordance with the conditions and provisions of this Agreement, Contractor shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its officers, agents, servants, employees, consultants and subcontractors. 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 Work for the Project.

(c) Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Contract Documents. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent. In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions.

J. INSURANCE

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

(b) The City of Brownsville shall be given notice ten (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 Purchasing & Contract Services Department located at City Hall, 1001 E. Elizabeth St. 1st Floor Suite 101.

(c) The Contractor's insurance must be provided by an A.M. Best's "A-"rated or better insurance company authorized to issue insurance policies in the State of Texas, subject to approval by the City of Brownsville Department of Safety and Risk Management. Any exclusions or provisions in the insurance maintained by the

Contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

i. Workers' Compensation and Employers' Liability Insurance

Contractor shall purchase and maintain such insurance coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Texas Labor Code, Ch. 406, as amended), and minimum limits for Employers' Liability as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of I Contractor' s employees. Any firm performing work for or on behalf of the City of Brownsville must provide Workers' Compensation insurance.

ii. General Liability Insurance

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

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

This coverage must include, but not limited to:

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

iii. Commercial Automobile Liability Insurance

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

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

This insurance shall be kept in force until the work under this Agreement has been completed and accepted by the City. The City shall be listed as Additional Insured

under the policy.

K. **TERMINATION**

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

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

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

(c) *Cancellation for Non-appropriated Funds.* The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for non-appropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

(d) *Force Majeure.* The City and Contractor will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

i. The 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, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

L. WARRANTIES

The Contractor warrants to the Owner that materials and equipment furnished under the Agreement will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

M. 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 partners, assigns, successors, subcontractors, executors, heirs, officers, agents, employees, representatives, and administrators.

(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 written consent of the 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, with the Federal and State Courts of **Cameron County**, Texas having jurisdiction. 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) *Execution and Consideration*. This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed

(h) *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:	SpawGlass Attn: Erik Kennedy 3008 W. Spur 54 Harlingen, TX. 78552
If to City:	City of Brownsville Attn: City Manager 1001 E Elizabeth St. Brownsville, TX 78520
With Copy to:	City of Brownsville Attn: City Attorney 1001 E Elizabeth St. Brownsville, TX 78520

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

(i) *Cumulative Remedies*. All rights and remedies of the Parties under this Agreement shall be cumulative, and none shall exclude any other right or remedy provided by law, or by any other provisions of the Agreement. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

(j) *Waiver of Breach*. A waiver by either Party of a breach of the Agreement by the other Party does not constitute a continuing waiver or a waiver of any subsequent breach of the Agreement.

(k) *No Third Party Beneficiaries*. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third party beneficiaries by entering into this Agreement.

(l) *Entire Understanding.* This document and any exhibit attached hereto, 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.

(m)*Counterparts*. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.

(n) *Miscellaneous Drafting Provisions*. This Agreement shall be deemed drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

(o) *Authority to Execute*. The individuals executing this Agreement on behalf of the respective Parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the Party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

(p) *Savings/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.

(q) *Prohibition On Contracts With Companies Boycotting Israel*. Contractor acknowledges that in accordance with Chapter 2270 of the Texas Government Code, the City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The terms " boycott Israel" and" company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this* Agreement*, Contractor certifies that Contractor' s signature provides written verification to the City that Contractor: (1) does not boycott Israel, and (2) will not boycott Israel during the term of the Agreement.***

(r) Immigration Nationality Act. As required by law, Contractor shall verify the identify and employment eligibility of its employees who perform work under this Agreement, including completing the Employment Eligibility Verification Form (I-9). Upon request by the City, Contractor shall provide City with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Agreement. Contractor shall adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any Contractor employee who is not legally eligible to perform such services. **CONTRACTOR SHALL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY CONTRACTOR, CONTRACTOR'S EMPLOYEES, SUBCONTRACTORS, AGENTS, OR LICENSEES**. City, upon written notice to Contractor, shall have the right to immediately terminate this Agreement for violation of this provision by Contractor.

(s) *Representations*. Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that such Party has had an opportunity to confer with its legal counsel.

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

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

EXECUTED THIS _____ DAY OF _____, 2023.

OWNER:

(Signature)

Print Name:
City of Brownsville

CONTRACTOR:

(Signature)

Print Name:

Approved as to Form:

Will Trevino
City Attorney

July 13, 2023

Mr. J.P. Villareal
Director of Internal Services
City of Brownsville

RE: Brownsville Capitol Theater Roof Demolition (Buyboard 581-19)

Dear Mr. Villareal,

SpawGlass Contractors appreciates the opportunity to propose on the Capitol Theater Ceiling Demolition.

This proposal is based on the report generated by Green, Rubiano, and Associates on 5/22/2023. The recommendations in this report to expose the roof framing, by removing the ceiling, forms the basis of our proposed price of **$125,492.00** Dollars at a 45-Day duration.

This proposal does not include any asbestos testing, abatement, or utility work of any kind. This proposal assumes that all electrical circuits have been de-energized and are ready for removal.

Respectfully,

Mike Fuentes
Building Services Manager

Preliminary Estimate, by estimates

Mike Fuentes
SpawGlass
581-19 - 2019 BuyBoard JOC SpawGlass - First Option - 4/01/2021 to 3/31/2022
Brownsville Theater Demolition - 3023300.01

Estimator: Mike Fuentes — Brownsville Theater Demolition

Project Scope: Remove existing roof from structure and clean up debris

Division Summary (MF04)

01 - General Requirements	$108,089.00	26 - Electrical	
02 - Existing Conditions	$50,112.00	27 - Communications	
03 - Concrete		28 - Electronic Safety and Security	
04 - Masonry		31 - Earthwork	
05 - Metals		32 - Exterior Improvements	
06 - Wood, Plastics, and Composites		33 - Utilities	
07 - Thermal and Moisture Protection		34 - Transportation	
08 - Openings		35 - Waterway and Marine Transportation	
09 - Finishes		41 - Material Processing and Handling Equipment	
10 - Specialties		44 - Pollution Control Equipment	
11 - Equipment		46 - Water and Wastewater Equipment	
12 - Furnishings		48 - Electric Power Generation	
13 - Special Construction		Alternate	
14 - Conveying Equipment		Trades	
21 - Fire Suppression		Assemblies	
22 - Plumbing		FMR	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)		**MF04 Total (Without totalling components)**	**$158,201.00**
25 - Integrated Automation			

Totalling Components

Priced Line Items	$158,201.00	Nonpriced Line Items	
RSMeans MCALLEN, TX CCI 2023Q1, 83.50%	$(26,103.17)	2019 Buyboard JOC SpawGlass McAllen Nonpriced (15.0000%)	
2019 Buyboard JOC SpawGlass McAllen Nonstandard (-5.0000%)	$(6,604.89)		

Material, Labor, and Equipment Totals (No Totalling Components)

Material:	$1,804.80
Labor:	$82,750.60
Equipment:	$26,495.60
Other:	$47,150.00
Laborhours:	547.00
Green Line Items:0	$0.00

Priced/Non-Priced

Total Priced Items:	17	$158,201.00	
Total Non-Priced Items:	0	$0.00	0.00%
	17	$158,201.00	

Grand Total **$125,492.94**

Estimator: Mike Fuentes — **Brownsville Theater Demolition**

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
01 - General Requirements								
1	01-31-13-20-0160	Field personnel, general purpose laborer, average	Week	4.0000	$2,825.00	$11,300.00	RSM23BCCD L, O&P	P
2	01-31-13-20-0220	Field personnel, project manager, maximum	Week	2.0000	$4,274.00	$8,548.00	RSM23BCCD L, O&P	P
3	01-31-13-20-0280	Field personnel, superintendent, maximum	Week	4.0000	$4,025.00	$16,100.00	RSM23BCCD L, O&P	P
4	01-31-13-30-0050	Insurance, standard builders risk, maximum	Job	125,000.0000	0.8000%	$1,000.00	RSM23BCCD O&P	P
5	01-31-13-30-0450	Insurance, contractor's equipment floater, maximum	Value	125,000.0000	1.5000%	$1,875.00	RSM23BCCD O&P	P
6	01-31-13-30-0600	Insurance, public liability, average	Job	125,000.0000	2.0200%	$2,525.00	RSM23BCCD O&P	P
7	01-31-13-30-0850-L	Workers' compensation & employer's liability insurance, carpentry, general	Payroll	35,000.0000	8.9200%	$3,122.00	RSM23BCCD L, O&P	P
8	01-31-13-30-1800-L	Workers' compensation & employer's liability insurance, wrecking	Payroll	35,000.0000	11.5700%	$4,049.50	RSM23BCCD L, O&P	P
9	01-31-13-30-2200-L	Workers' compensation & employer's liability, range of 35 trades in 11 states, excl. wrecking, maximum	Payroll	35,000.0000	22.1700%	$7,759.50	RSM23BCCD L, O&P	P
10	01-31-13-40-0300	Main office expense, average for General Contractors as a percentage of annual volume, annual volume over $10,000,000	% Vol.	125,000.0000	3.9000%	$4,875.00	RSM23BCCD O&P	P
11	01-31-13-80-0350	Overhead & Profit, typical by size of project, $500,000 project	%	125,000.0000	25.0000%	$31,250.00	RSM23BCCD O&P	P
12	01-31-13-90-0100	Performance Bond, for buildings, maximum	Job	125,000.0000	2.5000%	$3,125.00	RSM23BCCD O&P	P
13	01-41-26-50-0100	Permits rule of thumb, most cities, maximum	Job	125,000.0000	2.0000%	$2,500.00	RSM23BCCD O&P	P
14	01-56-26-50-0200	Temporary fencing, chain link, rented up to 12 months, 6' high, 11 ga, to 1000'	L.F.	400.0000	$6.30	$2,520.00	RSM23BCCD M, L, O&P	P
15	01-74-13-20-0050	Cleaning up, cleanup of floor area, continuous, per day, during construction	M.S.F.	40.0000	$62.50	$2,500.00	RSM23BCCD M, L, E, O&P	P
16	01-74-13-20-0100	Cleaning up, cleanup of floor area, final by GC at end of job	M.S.F.	40.0000	$126.00	$5,040.00	RSM23BCCD M, L, E, O&P	P
		01 - General Requirements Total						**$108,089.00**
02 - Existing Conditions								
17	02-41-16-13-0080	Building demolition, large urban projects, masonry, includes 20 mile haul, excludes foundation demolition, dump fees	C.F.	92,800.0000	$0.54	$50,112.00	RSM23BCCD L, E, O&P	P
		02 - Existing Conditions Total						**$50,112.00**
					Estimate Grand Total			**125,492.94**

GREEN, RUBIANO & ASSOCIATES

Structural Engineers
Firm Registration #: F-4145

1220 West Harrison
Harlingen, Texas 78550
(956) 428-4461

Field Report

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

Job #: 552-08
Date: 05-22-2023
Time: 3:00 PM
Weather: Sunny

Job: City of Brownsville – Capitol Theater Roof Collapse

Present on Site: Rolando Rubiano, P.E. (GRA), Enrique Peña, E.I.T. (GRA), Ruben Peña, E.I.T. (GRA), J. P. Villarreal (Brownsville)

On the above referenced date, at the request of Mr. Juan P. Villarreal, Director of Internal Services, for the City of Brownsville (City), GRA responded to a reported roof collapse at the Capitol Theater Building. The building is located at the corner of 11th Street and Levee Street in Brownsville, Texas. The date of the collapse is unknown, as the collapse was only discovered by City personnel when the building was entered to retrieve stored material. GRA was informed of the collapse by Mr. Doroteo Garcia, P.E., City Engineer, and Mr. J.P. Villarreal on Friday, May 19, 2023. The Brownsville area has experienced recent storm events within the last two weeks which have caused damage to multiple buildings. It is suspected that recent weather events may have contributed to the collapse. The City has requested GRA to assess the building in order to identify the need for temporary bracing and develop a permanent repair to the structure.

The following initial findings were made through visual observation of the buildings' exterior walls, the interior volume, the exposed existing roof structure, and the roof surface. Due to restricted access to the roof surface, visual observations of the roof were completed using drone photography and by accessing the roof of the adjacent El Jardin Hotel. Physical measurements or in-depth inspections of building elements and connections were not completed during this initial inspection.

For the sake of this discussion the building orientation is assumed to be laid out in a North to South direction. The entry to the building is located on the south end of the building facing Levee Street, the theater loft tower is located on the north end of the building accessed through the alley.

Visual Observations and Findings

Exterior Walls

1. No obvious signs of distress on the exterior masonry walls due to roof collapse were observed.

Interior Volume and Exposed Existing Roof Structure

2. The Capitol Theater has suffered a partial collapse over a large section of the roof surface immediately adjacent to the theater loft tower.
3. Overhead debris, suspended from the west end of the collapsed bay was observed.
4. The collapse is confined to the structural bay bound by the theater loft tower to the north, the first primary girder beam to the south, and the exterior walls to the east and the west.
5. The debris heap resting below the area of collapse consists of built-up roofing material, concrete roof deck, steel joists, miscellaneous wood framing, mechanical duct work, interior ceiling plaster finish, and insulation materials.
6. The remainder of the roof structure is concealed by interior plaster ceiling and wood fiber ceiling tile.
7. Visual access to adjacent roof structural bay south of the collapse showed buckled joist framing members with deformation of the webs increasing along the westward direction of the primary girder.

Roof Surface

8. The entire bay adjacent to the theater loft has failed with two a/c condenser units remaining near the area of failure.

Conclusions

The Capitol Theater roof structure is susceptible to further progressive collapse. The damage observed on the remaining roof joists indicates that the adjacent bay has a high potential to fail. The perimeter walls and concrete framework appear stable. However, should a successive bay collapse occur, then this may cause a primary girder to fail resulting in progressive damage to the concrete framework.

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The connections between the primary girders and the concrete columns are critical to the stability of the building and require inspection. Until further inspection can be conducted, a section of 11th Street and the parking area along Levee Street immediately adjacent to the Capitol Building should remain closed. A more thorough visual inspection of the remaining roof structure should be conducted as soon as possible.

Additional inspections will require the removal of the existing ceiling material in order to provide physical access to the remaining roof structure. The City will need to conduct an asbestos hazardous material survey of the debris and ceiling prior to disruption of debris heap and removal of the ceiling material. Once the roof framing is exposed, GRA will be available to conduct a follow-up inspection to develop a temporary bracing plan and propose a permanent repair to the roof structure.

Debris and ceiling removal efforts should be done with caution. The overhead debris hanging from the roof poses a falling debris hazard to individuals working within the interior of the building.

Sincerely,



Rolando Rubiano, P.E.
Senior Partner
GRA Engineering

C.c. Doroteo Garcia, Jr., P.E. (Brownsville)
Heriberto Cavazos, P.E. (GRA)
Alexis J. Villarreal, Intern (GRA)

Attached Site Photographs (10)

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Photograph 1 – Archived view of Capitol Theater Building roof surface showing framed structure supported by roof. (Image obtained from Google Earth)	
Photograph 2 – Capitol Theater Building roof surface after collapse.	

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Photograph 3 – Interior view of Capitol Theater Building after collapse showing opening through the roof and debris heap on the ground.		
Photograph 4 – Overhead debris hanging from remaining roof structure on west end of collapsed roof area.		

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Photograph 5 – Additional vantage of overhead debris hanging from remaining roof structure on west end of collapse area.	
Photograph 6 – Exposed joist beam on west end of collapse with visual indication of corrosion.	

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Photograph 7 – Joist beams found in debris heap with no indication of mechanical connection on bearing ends.	

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Photograph 8 – Alternate perspective of joist beams from Photograph 7	

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Photograph 9 – Cross section of adjacent structural bay with exposed roof structure. Concrete roof deck section showing evidence of shear failure toward the right of the image and joist beams supported by primary girder showing evidence of web buckling.	
Photograph 10 – Additional vantage of the cross section of adjacent structural bay.	

End of Exhibit A

12007 Research Boulevard ▪ Austin, Texas 78759-2439 · PH: 800-695-2919 ▪ FAX: 800-211-5454 ▪ buyboard.com

NOTICE OF PROPOSAL INVITATION AND INSTRUCTIONS TO PROPOSERS

The Local Government Purchasing Cooperative (Cooperative), 12007 Research Blvd., Austin, Texas 78759 is a statewide purchasing cooperative for school districts, junior colleges, cities, counties, and other political subdivisions. The Texas Association of School Boards, Inc. (TASB), a Texas nonprofit corporation, 12007 Research Blvd., Austin, Texas 78759, assisted in the formation of the Cooperative, and TASB along with the Texas Municipal League (TML), a Texas unincorporated nonprofit association, 1821 Rutherford Lane, Austin, Texas 78754 and the Texas Association of Counties (TAC), a Texas nonprofit association, 1204 San Antonio, Austin, Texas 78701 all endorse the Cooperative.

The Cooperative's contracts for commodities and services will be available to the members of TASB, TML, and TAC, and other local governmental entities that are members of the Cooperative eligible to purchase through a government purchasing cooperative or interlocal contract. TASB, the Cooperative's administrator, provides the electronic commerce technology to the Cooperative to enable members' purchasing to be accomplished electronically.

Unless a different time period is stated in the General Information document for this Proposal Invitation, questions, requests for information or clarification, or comments regarding this Proposal Invitation, including the specifications, must be submitted in writing, addressed as indicated below, and received by the Cooperative no later than the 10th business day before the Proposal Due Date. The Cooperative will respond only to written questions.

The Local Government Purchasing Cooperative
Attn: Director of Cooperative Procurement
12007 Research Blvd.
Austin, TX 78759
Phone: 512-467-0222
Fax: 800-211-5454
E-Mail: bids@buyboard.com

Sealed proposals are being solicited for the products, supplies, services and/or equipment as set forth in this Proposal Invitation and are solicited on behalf of all present and future members of the Cooperative. There may be over 1,000 Texas public school districts and junior colleges, over 900 municipalities, 400 counties, and numerous other political subdivisions (i.e. river authorities, special districts, public housing authorities, etc.) participating in the Cooperative at any given time. Awarded products may also be available to the administrator's nonprofit entity BuyBoard subscribers and, in the event of a piggyback award, members of the National Purchasing Cooperative as further explained in the Proposal Invitation.

PROPOSAL SUBMISSION INSTRUCTIONS

Completed sealed proposals for **Proposal No. 581-19 for Job Order Contracting (RSMeans) must be received on or before 4:00 PM August 16, 2018,** either by submitting the Proposal electronically through the Cooperative's designated website or by hard copy submission as set out below. **Late proposals will not be accepted.**

Electronic Proposal Submission:

The Cooperative is now accepting electronic proposal submission and is requesting that Vendors submit proposals electronically via the following website:

buyboard.com/vendor

There is no cost to the Vendor to register or use the electronic proposal submission option.

Before you submit

- In order to submit proposals electronically, you must have a working registered vendor username and password to login. If you do not have a registered vendor user name and password, you may obtain one by registering at buyboard.com/vendor. ***Note to existing BuyBoard vendors: The registered vendor login used for electronic proposal submission is NOT the same as your existing login used to check purchase orders or similar vendor information under awarded contracts.*** Vendors are highly encouraged to ensure you have a working vendor login well in advance of the submission deadline.
- Vendor is responsible for ensuring it has the technical capability to submit its proposal via electronic submission. Browser requirements can be found at https://buyboard.ionwave.net/BrowserCompatibility.html.
- VENDOR SHALL BE SOLELY RESPONSIBLE FOR ENSURING TIMELY SUBMISSION OF VENDOR'S PROPOSAL. Neither the Cooperative nor its administrator shall be responsible for equipment or software failure, internet or website downtime, corrupt or unreadable data, or other technical issues that may cause delay or non-delivery of a Proposal or inaccessibility of the submitted data. Accordingly, Vendors are highly encouraged to prepare and allow for sufficient time to familiarize itself with the electronic submission requirements and to address any technical or data issues prior to the Proposal due date.

How to submit Proposal electronically

- Login using your registered vendor login at buyboard.com/vendor under the "Register/Login/Submit Proposal" link.
- The page will open to the list of "Available Bids."
- Click on the applicable Proposal Invitation number under the "My Invitations" or "Other Bid Opportunities" section to view this Proposal Invitation request.
- ***Review and follow all instructions on the webpage.***
- To upload a Proposal, select the "Response Attachments" tab to upload a ***signed, complete*** copy of your Proposal in ***searchable PDF format***, including all required proposal documents (forms, completed specifications, and any other documents required by the Proposal Invitation) and electronic catalogs/pricelists.
- Select the "Response Submission" tab to submit the proposal.
  - If an error or multiple errors occur, the system will display the location of the error(s).
  - Go to the problem area and correct the errors. You must go to the specific tab(s) that contain(s) the error(s) to review the error detail and correct the error(s). ***Your submission will not be accepted until all errors are corrected.***
  - Once all errors are corrected, proceed to the "Response Submission" tab to submit the response.
- **Electronic Catalogs/Pricelists must be submitted with the Proposal in the format required by these Proposal Instructions or it will not be considered.**

How to submit hard copy Proposal – Paper copies will NOT be accepted

While the Cooperative requests electronic submission of Proposals through the designated website, any vendor without the technical capability or wishing to submit a hard copy proposal, rather than utilizing electronic submission, may do so in accordance with the following instructions:

- Submit the signed, completed Proposal in a sealed envelope or carton properly marked with the Proposal Invitation number and Proposal submittal date and time and containing all required proposal documents (including forms, completed specifications, and any other documents required by the Proposal Invitation). The Proposal must be submitted in ***electronic, searchable PDF format on a USB flash drive, CD or DVD***. **Paper copies will NOT be accepted**.
- **Electronic Catalogs/Pricelists must be submitted with the Proposal in the format required by these Proposal Instructions or it will not be considered.**
- The hard copy electronic proposals must be delivered via hand delivery or U.S. Mail to the address below so as to be received on or before the Proposal submission deadline:

The Local Government Purchasing Cooperative
12007 Research Blvd.
Austin, TX 78759

VENDOR SHALL BE SOLELY RESPONSIBLE FOR ENSURING TIMELY SUBMISSION OF VENDOR'S PROPOSAL. Neither the Cooperative nor its administrator shall be responsible for proposals delivered late by the United States Postal Service or any other delivery or courier service. Further, neither the Cooperative nor its administrator shall be responsible for proposals delivered in a corrupt or unreadable electronic format.

Faxed and/or emailed Proposals will NOT be accepted.

REQUIREMENTS FOR PRICE PROPOSALS

Completed Price Proposal Forms must be submitted in the required format with the Proposal (whether submitted electronically through the designated website or in hard copy format via mail or hand delivery) or the Proposal will not be considered. The following is required of all Price Proposal Forms submitted to the Cooperative:

Vendors are required to submit Proposal Forms in **searchable PDF electronic format ONLY**. No other format will be accepted.

Vendors are discouraged from including irrelevant or non-responsive information with their Proposal. The Cooperative reserves the right to deem a Proposal non-responsive if the Proposal, including Price Proposal Forms submitted with the Proposal, do not specifically relate to the intent of the Proposal Invitation or contain what the Cooperative deems, in its sole discretion, excessive irrelevant or non-responsive information, including information which makes it burdensome or impractical for the Cooperative to identify responsive products and pricing.

WITHDRAWAL OR MODIFICATION OF PROPOSALS

Proposals may be withdrawn or modified prior to the Proposal Due Date and time, but only in accordance with section B.11 (Withdrawal or Modification of Proposal) of the General Terms and Conditions in this Proposal Invitation.

PROPOSAL INVITATION NO. 581-19
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GENERAL INFORMATION

Proposal Invitation No. 581-19 – Job Order Contracting (RSMeans)

**Please make sure that you have either downloaded and/or printed all sections of this Proposal Invitation.*

1. **Notice of Proposal Invitation and Instructions to Proposers**
2. **General Information**
3. **Program Requirements**
4. **Proposal Invitation Forms**
5. **Sample Project and Response Form**
6. **Price Proposal Forms**
7. **General Terms and Conditions**

PROPOSAL SUBMISSION INSTRUCTIONS

Proposal responses (including completed and signed Proposal Invitation forms, completed Project Response Forms and Price Proposal Forms must be submitted in electronic format in the manner prescribed in the Instructions to Proposers.

INTENT AND PURPOSE OF THE CONTRACT

The intent of this Proposal Invitation is to establish a contract with highly qualified Vendor(s) for Job Order Contracting (RSMeans) services that may be used by Cooperative members. Because individual members require different equipment, supplies, and/or services this Proposal Invitation is a request for Proposers to provide Proposer's Coefficients (as defined in this Proposal Invitation) to be applied to the Unit Price Book (as defined in this Proposal Invitation). Included in this Proposal Invitation are Program Requirements which further set forth the purpose and requirements of the contract. Purchases can be made by a Cooperative member at any time during the contract term.

TERM OF CONTRACT

The term of this contract will be from April 1, 2019 to March 31, 2021 with three (3) possible one (1) year renewals.

An awarded Vendor has no right to or vested interest in contract renewal. The Cooperative will evaluate the contract award prior to the expiration of the then-current term on the basis of factors that may include the annual amount of business, performance and continued provision of best value to Cooperative members.

For purposes of this Proposal Invitation, a Vendor must generate a minimum of $15,000 through the contract during an annual contract term or may not be offered a renewal. A Vendor's failure to generate this minimum amount may also be considered by the Cooperative as part of Vendor's past performance evaluation on future proposal invitations. A renewal must be mutually agreed upon by both parties.

VALUE OF CONTRACT

The estimated value of this contract is $50,275,461; however, this estimate is based on prior contracts for similar types of products and services and should not be construed to be a guaranty of either minimum or maximum since usage is dependent upon Cooperative members' actual needs and available funding.

An awarded Vendor must supply products and services at or below the awarded pricing for the duration of the contract and honor all Purchase Orders prepared by each individual Cooperative member.

SERVICE FEE

An awarded Vendor under this Proposal Invitation must pay the Cooperative a service fee in the amount of 2% per Purchase Order generated from any contract awarded under this Proposal Invitation, and the service fee is to be included in the awarded pricing. Vendor agrees to pay this service fee and remit the fee to the Cooperative in Austin, Texas, promptly upon payment by the Cooperative member for any Purchase Order(s) and within 30 days of the date of each service fee invoice. Vendor agrees to provide the Cooperative with copies of all Purchase Orders generated from Vendor's contract(s) that Vendor receives directly from Cooperative members, or such other documentation regarding those purchase orders as the Cooperative's administrator may require in its reasonable discretion. Vendor further agrees that the Cooperative shall have the right, upon reasonable written notice, to review its records pertaining to purchases under any awarded contract to verify purchase history and the accuracy of service fees payable by Vendor.

CONFIDENTIAL INFORMATION

Any information submitted by Proposer that Proposer considers to be confidential must be clearly identified as such on the Confidential/Proprietary Information Form.

AWARD AND EVALUATION

This contract will be awarded based on the evaluation and award criteria set out in Section C.2 of the General Terms and Conditions to provide best value to Cooperative members.

This Proposal Invitation requires Proposers to provide certain information that the Cooperative does not evaluate and is not included in the award criteria set out in Section C.2. The Cooperative requests the information, however, because it may be relevant to federal, state or local procurement law or other legal requirements that apply to various Cooperative members. The information, which will be made available to Cooperative members with respect to awarded Vendors, includes the following:

a) Proposer's status as a minority/woman-owned business enterprise, historically underutilized business, or service-disabled veteran;
b) Whether Proposer or its ultimate parent or majority owner has its principal place of business in Texas or employs at least 500 persons in Texas; and
c) Whether Proposer is a Texas resident or a non-resident business.

TYPE OF CONTRACT

This is a "sealed proposal" based on Proposer's Coefficients (as defined in this Proposal Invitation) to be applied to the Unit Price Book (as defined in this Proposal Invitation). Except as provided in section E.4 of the General Terms and Conditions or otherwise in this Proposal Invitation, Vendor shall hold its awarded coefficients firm during the contract term. In the event of price decreases, such price decreases shall be allowed for all products. Price Proposal Forms with the requested Proposer's Coefficients and completed Sample Project Response Forms, must be submitted with the Proposal or your proposal will be deemed nonresponsive.

COMPLIANCE WITH APPLICABLE LAWS

By signing this Proposal, the Proposer certifies that Proposer has provided its valid, proper and correct business entity name and information in its Proposal, that such entity is operating in good standing with the proper authority from whatever state or local jurisdiction is required, and Proposer has obtained, and will continue to maintain during the entire term of this contract, all permits, approvals, and/or licenses necessary for lawful performance of its obligations under this contract. Proposer further certifies that, if awarded, Proposer will comply with all applicable state, federal, and local laws, rules, and regulations in regards to awarded products and/or services.

Individual Cooperative members may in certain circumstances request background checks on an awarded Vendor's employees who will have direct contact with students, or for other reasons, and may require Vendor to pay the cost of obtaining criminal history information.

BUYBOARD ADVISORY REGARDING CONSTRUCTION-RELATED GOODS AND SERVICES

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members, which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The advisory is available at https://www.buyboard.com/Vendor/Resources.aspx.

An awarded Vendor that sells construction-related goods or services to a Cooperative member under a Contract awarded pursuant to this Proposal Invitation must provide the Cooperative member with a copy of the Advisory before executing a Member Construction Contract (as defined in the general terms and conditions associated with this Proposal Invitation), or accepting the Cooperative member's purchase order for construction-related goods or services, whichever comes first. By signing and submitting the Construction Related Goods and Services Affirmation form in the Proposal Invitation forms, Proposer agrees that, if awarded a contract, Proposer will comply with this and other Advisory requirements in connection with the sale of construction-related goods or services to Cooperative members under the Contract award.

PROFESSIONAL ENGINEERING AND OTHER PROFESSIONAL SERVICES EXCLUDED

The scope of services in this Proposal Invitation and any resulting contract award do not include services that are required to be procured under the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), including without limitation architecture and professional engineering services.

DELIVERY RESPONSE

Unless otherwise noted in the Proposal (as a deviation) or the Purchase Order, routine response to a Cooperative member shall be within ten (10) business days after receipt of a Purchase Order, and response shall be made during the ordering Cooperative member's normal business hours. Any Cooperative member may request emergency delivery. Awarded Vendors shall use their best efforts to comply with rush or emergency requests. However, if the Vendor cannot fulfill the emergency delivery requirements, the Cooperative member may procure the products or services from alternative sources without penalty.

ADDITIONAL REQUIREMENTS FOR PURCHASES USING FEDERAL GRANT FUNDS (2 C.F.R. 200 Uniform Guidance / EDGAR):

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting proposals must complete the EDGAR Vendor Certification Form contained in the Proposal Invitation forms regarding their willingness and ability to comply with certain requirements which may be applicable to specific Cooperative member purchases using federal grant funds. This information will not be used for evaluation purposes but will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

PROGRAM REQUIREMENTS FOR JOB ORDER CONTRACT

Proposal Invitation No. 581-19 – Job Order Contracting (RSMeans)

PURPOSE

The purpose of this document is to provide an overview of the program requirements for the administration of the Job Order Contract, a Contract designed to provide Cooperative Members with a flexible and responsive contractual capability for work of a recurring nature and of indefinite time, type or quantity in support of their real property maintenance and construction activities.

The requirements set forth in this Proposal Invitation are minimum requirements. To the extent of any conflict between these requirements and requirements contained in any Member Construction Contract (including any Job Order), the stricter requirements on the Vendor shall apply. Subject to Paragraph D.1 of the General Terms and Conditions, in the event of differing but equally stringent requirements, the Member Construction Contract shall govern over the requirements in the Proposal Invitation.

JOB ORDER CONTRACT

A Job Order Contract is a contract for the maintenance, repair, alteration, renovation, remediation, or minor construction of a facility if (1) the work is of a recurring nature but the delivery times are indefinite; and (2) indefinite quantities and orders are awarded substantially on the basis of pre-described and pre-priced tasks. The Job Order Contract shall consist of a collection of proposed facilities-related projects. Each project shall encompass detailed task specifications encompassing maintenance, repair, alteration, renovation, remediation, or minor construction to facilities.

The determination of the appropriateness of the use of a Job Order Contract for any particular project shall be the responsibility of the Cooperative member. The Cooperative shall not be involved in, or responsible for, any such determination.

UNIT PRICE BOOK AND PROPOSER'S COEFFICIENT

Contractual unit prices for a Job Order Contract will be established by requiring Proposers to propose one or more coefficients or multipliers to be applied to a unit price book. For this Proposal Invitation, the unit price book will be the current calendar year issue of the RSMeans Facilities Construction Cost Data Book with updates as applicable ("Unit Price Book"). The Proposer's Coefficient is the price multiplier that the Vendor proposes to be applied to the Unit Price Book ("Proposer's Coefficient"). Much of the work may be performed during normal operating hours. However, as is typical with educational or other public facilities work, other work hours may be necessary. Vendors submitting a Proposal are required to submit Proposer's Coefficients for both Standard and Non-Standard Hours as defined in this Proposal Invitation.

After a contract award, each Job Order under the Contract will be broken down into individual tasks of work, and a total price will be developed based upon the Unit Price Book rate and the Proposer's Coefficient. The price of the work in a Job Order will be determined by multiplying the Unit Price Book rates for individual tasks of work listed in the Job Order by the Proposer's Coefficient.

For example, if the labor unit price for painting one hundred square feet of gypsum board is $15.00 (after city cost adjustment) and the Proposer's Coefficient is 0.85, the Job Order price would be $12.75 ($15.00 x 0.85 = $12.75). Vendors shall propose a Proposer's Coefficient that is a net decrease from or increase to the "Total Incl. O&P" costs column in the Unit Price Book, and not the "Bare Total" column. The "Total Incl. O&P" shall also be adjusted for the nearest city, and not the national average listed in the Unit Price Book. Proposer's Coefficient shall be carried to two (2) decimal places only.

JOB ORDER, WORK AUTHORIZATION AND PURCHASE ORDER

A Job Order is the contractual instrument issued by the Cooperative member to the Vendor for a specific project. The Job Order may include only a brief scope of work, or it may include, in part, the Unit Price Book estimate of tasks and quantities of labor, materials, and equipment to do the work, draft or sealed plans and specifications designed by professionals or outside consultants, and required project timelines. The Job Order is issued and approved upon agreement between the Cooperative Member, the Cooperative member's Design Professional, when applicable, and the Vendor, on the scope of work, performance time, and the price for that work. The individual Job Order becomes in effect a fixed-price lump sum contract when all required authorizations and signatures are obtained (Cooperative member and Vendor) and the appropriate authority for the Cooperative member has approved the work and price. At this point, the Job Order becomes an authorization to perform the work ("Work Authorization") and the work may begin. A Purchase Order for the Work Authorization is issued by the Cooperative member soon thereafter.

The Cooperative Member's representative will contact the Vendor directly of any Job Order issued. The Vendor's representative shall respond to the Cooperative member within five working days by meeting with the Cooperative member's representative and the Cooperative member's Design Professional, if applicable, to conduct a scope validation site visit and conference. During this meeting, the following will be discussed and established:

- Site investigation;
- Methods and alternatives for accomplishing work per RSMeans estimate, plans, and specifications;
- Detailed scope of the work, definitions, and refinement of tasks and quantities as required;
- Time requirements for completion of the work, and job-site availability; and
- Any other appropriate discussion items regarding the work as determined by the Cooperative member.

After the scope validation site visit and conference with the Vendor and Design Professional, if applicable, the Cooperative member representative will provide the Vendor with a copy of the Job Order to examine the scope of work, plans and specifications, and any special instructions or conditions that may exist. The Vendor is responsible for verifying tasks and defining quantities. The Vendor shall then formally respond to the Job Order. The Vendor shall review the project and be fully prepared to discuss all aspects of the Job Order and shall call the Cooperative member representative to schedule a price negotiation meeting based on the initially estimated or budgeted dollar value of the project established at the job walk. This meeting shall include the Vendor, Cooperative member representative, and any Design Professional selected by Cooperative member at a minimum. It may include others such as the Job Order Contract Manager, if applicable, or others as may be deemed appropriate to any given Job Order.

After review of the Vendor's Job Order revisions (if any), the Cooperative member representative shall recommend approval or disapproval of the Job Order as presented or proceed to negotiate any items in question. Negotiations of individual Job Orders are intended and expected to be expedient quality control checks of price proposals received. They are not intended to be detailed analysis of individual line items. They are not intended to be labor intensive nor time consuming. The Vendor is expected to provide fair and reasonable pricing for the work involved based upon the Unit Price Book in its initial proposal for each Job Order. Vendor behavior contrary to this philosophy shall be reported to the Cooperative.

Upon acceptance of the Job Order by both parties, the Cooperative member representative shall seek all required approvals from the Cooperative member's governing body and all required signatures for the Work Authorization for the Job Order. Once the Work Authorization is properly approved and executed, the Vendor shall begin work as per the date ranges specified in the approved Job Order. The Purchase Order from the Cooperative member shall follow but is not required to begin the Work.

The Cooperative member representative shall schedule a pre-construction walk through inspection of all building systems, (i.e. fire alarm, intercom, data, telephone, etc.) to include appropriate staff, personnel, Design Professionals, if applicable, and Vendor to ascertain and document existing systems conditions before work begins. Vendor is responsible for any damage in any work area which is not noted at the time of the pre-construction walk through as existing damage.

The Cooperative member representative shall, in conjunction with the Cooperative member's Design Professionals, if applicable, perform the contract administration associated with the Job Order until completion of the work, including final inspection and acceptance within the time frame designated on the Job Order.

NON-PRE-PRICED WORK

Non-pre-priced work consists of those work items that are not listed line items in the Unit Price Book. Any non-pre-priced work will be categorized and addressed as follows:

Tasks that are not specifically included in the Unit Price Book but are within the basic intent and general scope of the Contract shall use the nearest fair and reasonable Unit Price Book description and cost which can be agreed to by the Vendor and the Cooperative member which satisfies the fit, form and function philosophy of the Job Order Contract concept. The agreed-upon Unit Price Book rate will then be used in conjunction with the applicable Proposer's Coefficient when determining price.

Tasks which are included in the Unit Price Book but differ materially more from those ordinarily encountered shall be adjusted in material cost prior to issuance of the final Job Order and Work Authorization. Vendor must submit cost documentation prior to issuance of the final Job Order and Work Authorization to exercise this optional adjustment. The Vendor must provide justification and descriptive and supportive documentation. Unless otherwise agreed by the Cooperative member in writing in advance, a minimum of three quotes shall be provided. Written approval must be received from the Cooperative member to exercise this option. This is required to ensure consistency in application in all Job Orders and Work Authorizations regardless of personal or departmental differences or perspectives.

If materials specified by the Job Order for a specific task exceed the unit material bare cost in the Unit Price Book by more than 1.5 times, the Vendor may request adjustments of the bare cost. In these instances, copies of at least three competitive materials vendor quotations must be submitted to the Cooperative member to substantiate material costs in excess of the Unit Price Book. Vendor may propose only two such quotes subject to prior approval by the Cooperative member. The Vendor shall be required to provide copies of invoices and proof of payment when requested by the Cooperative member. These negotiations must precede the Work Authorization and will not be allowed on a Change Order basis. In these instances, the Vendor shall be reimbursed at 10% above the invoice cost unless a different reimbursement value is agreed upon in writing by Vendor and Cooperative Member. All such exceptions for non-pre-priced work require the written approval of the Cooperative member before any work is performed.

An asterisk shall precede any modified task description for non-pre-priced work. Justification, descriptive and supportive documentation must be provided by the Vendor for all non-pre-priced work.

TECHNICAL SPECIFICATIONS FOR JOB ORDERS

A Cooperative member representative(s) may develop plans and specifications necessary for the procurement and implementation of individual Job Orders and Work Authorizations. Vendors shall adhere to all Proposal documents contained or referenced in this Proposal Invitation as well as with all plans and specifications developed for individual Job Orders by Cooperative members' in-house or third party Design Professionals as may be required. It is understood that all references throughout these documents to "Design Professional" shall refer to whoever is the responsible professional in charge of the work for the Cooperative member as

determined by the Cooperative member, whether that be the Cooperative member's architect, engineer, or the Cooperative member's staff as may be appropriate to any individual Job Order or Work Authorization. ***The scope of services in this Proposal Invitation and any resulting contract award do not include services that are required to be procured under the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) including, without limitation, architecture and professional engineering services.***

JOB ORDER CONTRACTING MANAGEMENT SYSTEM

The Vendor shall obtain and provide at no cost to the Cooperative, at the Cooperative's request, a valid single user license to use the current edition (including any updates) of the RSMeans Data Online Complete estimating and project management software available from RSMeans data from Gordian®. The license provided to the Cooperative is to continue for the term of the BuyBoard Contract.

The Vendor shall also obtain and provide at no cost to any Cooperative member interested in using the software during the course of a valid Job Order a valid single user license to use the current edition (including any updates) of the RSMeans Data Online Complete estimating and project management software available from RSMeans data from Gordian. When all the work, whether under one or more Job Orders between the Vendor and a Cooperative member, is certified complete and the invoice(s) received and paid by the Cooperative member, the Vendor may deactivate the license for that Cooperative member, but shall first notify the Cooperative member in writing of the date when the license will be deactivated or will otherwise no longer available for the Cooperative member's use. The Vendor shall be fully responsible for all license fees and other costs associated with the use of the software up until the later of the date of deactivation listed in the notice or the date of the Cooperative member's receipt of the notice. The Vendor shall not be responsible for any training associated with the RSMeans Data Online Complete license.

MODIFICATION TO JOB ORDERS

If differing site conditions are encountered during execution of the Job Order, or there is a desired change to the quantity or quality of work by the Cooperative member, then a modification or supplement to the Job Order by way of Change Order will be required. It is the sole responsibility of the Cooperative member representative to obtain authorization for a Change Order to a Job Order after Work Authorization. Change Order amounts shall be generated utilizing the Unit Price Book and applicable Proposer's Coefficient as the sole source for pricing. If a Change Order involves negotiation with the Vendor, all negotiations must be completed on a timely basis, not to exceed within 3 working days from the time of discovery of the need, unless otherwise agreed upon by Cooperative member and Vendor. All agreements resulting from such negotiations will be memorialized in the Change Order.

For the purpose of issuing modifications to a Job Order, three typical circumstances are anticipated:

- Differing site conditions
- Increased scope of work
- Decreased scope of work

Change Orders shall only be permitted to the extent allowed by law. In the event of any Change Order increasing the price for any Job Order, the Vendor shall obtain all additional payment and performance bonds as required by law and/or any applicable Member Construction Contract.

INDEFINITE QUANTITY; SURVIVAL

This Proposal Invitation is for work of an indefinite-quantity for the supplies and services specified and effective for the time period stated in this Contract. Delivery or performance shall be made only as authorized by Job Orders issued and approved in accordance with the terms of the Contract. There is no limit on the number of Job Orders that may be issued, but the dollar amount may be limited by the Cooperative member's governing body or any applicable state statute.

Any Job Order issued during the Contract term and not completed within that period shall be completed by the Vendor within the time specified on that Job Order. In such event, the Contract shall govern the Vendor's and the Cooperative member's rights and obligations with respect to such Job Order to the same extent as if that Job Order were completed during the Contract term.

USE OF SITE

The Cooperative member shall make each project site accessible to the Vendor as necessary for the performance of work under any Job Order under the Contract. This shall not be interpreted as giving Vendor exclusive rights of occupancy for work tasks under the Job Order. The Cooperative member shall have access to all project site facilities at all times. Work shall be limited to the described area on the site plan or as otherwise set forth in the Job Order. Use of the project site shall be coordinated by the Vendor with the Cooperative member's representative. All sign in/out policies and other policies of the Cooperative member regarding use of the Cooperative member's facilities whether or not included within the project site are applicable to Vendor and Vendor's subcontractors and sub-subcontractors as prescribed by the Cooperative member while on Cooperative member's property. Vendor shall not perform work on any dates or at any times at any project site prohibited by the Cooperative member.

HOURS OF WORK

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours"). The Vendor may elect, at his own option, to work Non-Standard Hours only if:

- Vendor submits a request to the Cooperative member representative in writing at least two working days in advance providing the dates and specific times of the Non-Standard Hours during which the Vendor wishes to perform work;
- There is no additional cost to Cooperative member;
- An authorized representative of the Cooperative member approves the request in advance in writing; and
- Vendor agrees to any special conditions imposed by Cooperative member as are set forth in the approval document.

Any work performed during Non-Standard Hours, at Vendor's own option, shall be subject to the Proposer's Coefficient for Standard Hours.

Work required by the Cooperative member to be performed at Non-Standard Hours shall be eligible for application of the Proposer's Coefficient for Non-Standard Hours. If this work cannot otherwise be adequately quantified, a percentage of the total Job Order shall be mutually agreed upon between Cooperative member and Vendor to which the Proposer's Coefficient for Non-Standard Hours shall apply for that particular Job Order.

REPORTING REQUIREMENTS AND PAYMENTS

Normally, the Vendor shall only be paid for completed Job Orders, assuming they are of a 30-day construction period or less. In such event, the application for final payment shall be submitted only once all work and the punch list (if applicable) are completed. If the performance period of a Job Order exceeds 30 days, partial payment is authorized, based on the percentage of completion minus a 5% retainage. Vendor shall comply with any and all payment application requirements, reporting requirements, and payment procedures in any applicable Member Construction Contract including any Job Order. Liquidated damages may be agreed upon and assessed if the work, including punch list items, extends beyond the agreed completion date for any Job Order. The amount of any liquidated damages will be the amount(s) set forth in the Member Construction Contract, including any Job Order as applicable. When the work is certified complete by the Cooperative member in accordance with any procedures required by law, by the Member Construction Contract, or by the Cooperative member's own policies and procedures, and when an invoice or payment application is received by the Cooperative member, the Cooperative member will process the invoice or payment application through the Cooperative member's established procedures, including any procedures established in any Member Construction Contract and in accordance with State prompt payment laws.

The Cooperative member reserves the right to deduct from any payment to Vendor an equitable amount for any damaged or uncorrected work until such time as the Cooperative member deems the work satisfactory. If unfinished work or damaged or uncorrected work remains after the agreed upon Job Order completion date, the Cooperative member reserves the right to have the work completed by others and deduct the cost of that work from any payments to the Vendor on the project. A Cooperative member shall have such other remedies as are set forth in the Contract, including any Member Construction Contract or Job Order as applicable.

The Vendor shall submit a weekly report of activities to each Cooperative member representative for Vendor's assigned Job Order projects. Further, Vendor shall submit a monthly report and meet with the Cooperative member on a monthly basis to review all projects and contract administrative efforts. Detailed updated CPM (construction program management) schedules are required from Vendor with each monthly pay application.

PROPOSER'S AGREEMENT AND SIGNATURE

Proposal Name: Job Order Contracting (RSMeans)

Proposal Due Date/Opening Date and Time:
August 16, 2018 at 4:00 PM

Proposal Number: 581-19

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Contract Time Period: April 1, 2019 through March 31, 2021 with three (3) possible one-year renewals.

Anticipated Cooperative Board Meeting Date:
January 2019

Name of Proposing Company	Date
Street Address	Signature of Authorized Company Official
City, State, Zip	Printed Name of Authorized Company Official
Telephone Number of Authorized Company Official	Position or Title of Authorized Company Official
Fax Number of Authorized Company Official	Federal ID Number

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all Cooperative information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Terms and Conditions, attachments/forms, item specifications, and line items (collectively "Requirements");

2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;

3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;

4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal and accepted by the Cooperative), including without limitation the Requirements related to:
   a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
   b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
   c. the **possible** award of a piggy-back contract by another governmental entity or nonprofit entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
   d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your contract;

5. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;

6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;

7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and

8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.

VENDOR CONTACT INFORMATION

Company: _____

Vendor Contact Name and Mailing Address for Notices: _____

Company Website: _____

Purchase Orders: All purchase orders from Cooperative members will be available through the Internet.

Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to vendors to assist them with retrieving their orders.

Please select options below for receipt of purchase orders and provide the requested information:

☐ I will use the internet to receive purchase orders at the following address.

E-mail Address: _____

Internet Contact: _____ Phone: _____

Alternate E-mail Address: _____

Alternate Internet Contact: _____ Phone: _____

☐ Purchase orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

Request for Quotes ("RFQ"): Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

E-mail Address: _____

Alternate E-mail Address: _____

Invoices: Your company will be billed monthly for the service fee due under a contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved**. Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:

Please choose only one (1) of the following options for receipt of invoices and provide the requested information:

☐ Service fee invoices and related communications should be provided directly to my company at:

Mailing address: _____ **Department:** _____

City: _____ **State:** _____ **Zip Code:** _____

Contact Name: _____ **Phone:** _____

Fax: _____ **E-mail Address:** _____

Alternative E-mail Address: _____

☐ In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent**:

Mailing address: _____ **Department:** _____

City: _____ **State:** _____ **Zip Code:** _____

Contact Name: _____ **Phone:** _____

Fax: _____ **E-mail Address:** _____

Alternative E-mail Address: _____

☐ In lieu of my company, I request and authorize service fee invoices to be provided to the Designated Dealer(s) receiving the purchase order(s) to which the invoiced service fees relate at the address and contact information designated on my company's Dealer Designation form as provided to the Cooperative administrator.**

***** If Vendor authorizes a billing agent or Designated Dealer(s) to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.***

FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☐ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s):_____

_____

By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

_____
Company Name

_____ _____
Signature of Authorized Company Official Printed Name

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

_____
Company Name

_____ _____
Signature of Authorized Company Official Printed Name

RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (√) one of the following:

☐ I certify that my company is a **Resident Proposer.**

☐ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name _____ Address _____

City _____ State _____ Zip Code _____

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
☐ Yes ☐ No

B. What is the prescribed amount or percentage? $_____ or _____%

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (√) one of the following:

☐ Yes ☐ No

By signature below, I certify that the information in Sections 1 (*Resident/Nonresident Certification)* and 2 *(Vendor Employment Certification)* above is true, complete and accurate and that I am authorized by my company to make this certification.

_____
Company Name

_____ _____
Signature of Authorized Company Official Printed Name

NO ISRAEL BOYCOTT CERTIFICATION

Effective September 1, 2017, a Texas governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270)

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

By signature below, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

_____
Company Name

_____ _____
Signature of Authorized Company Official Printed Name

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature below, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

_____
Company Name

_____ _____
Signature of Authorized Company Official Printed Name

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Please check (√) all that apply:

☐ I certify that my company has been certified as a HUB in the following categories:

☐ **Minority Owned Business**

☐ **Women Owned Business**

☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number:

_____

Name of Certifying Agency:

_____

☐ My company has **NOT** been certified as a HUB.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

_____
Company Name

_____
Printed Name

_____
Signature of Authorized Company Official

CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Procurement and Construction Related Goods and Services Advisory for Texas Members ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This BuyBoard contract does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request.

By signature below, the undersigned affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before executing a Member Construction Contract with the member or accepting the member's purchase order for construction-related goods or services, whichever comes first.

_____
Company Name

_____ _____
Signature of Authorized Company Official Printed Name

_____
Date

DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation.

Please check (√) one of the following:

☐ **No**; Deviations
☐ **Yes**; Deviations

List and fully explain any deviations you are submitting:

_____

_____

PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Shipping Via: ☐ Common Carrier ☐ Company Truck ☐ Prepaid and Add to Invoice ☐ Other:

_____

2. Payment Terms: ☐ Net 30 days ☐ 1% in 10/Net 30 days ☐ Other:

_____

3. Number of Days for Delivery: _____ARO

4. Vendor Reference/Quote Number: _____

5. State your return policy: _____

_____

6. Are electronic payments acceptable? ☐Yes ☐ No

7. Are credit card payments acceptable? ☐Yes ☐ No

_____
Company Name

_____ _____
Signature of Authorized Company Official Printed Name

LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.

Company Name

Address

City State Zip

Phone Number Fax Number

Contact Person

Company Name

Address

City State Zip

Phone Number Fax Number

Contact Person

MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative's administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below and have this form signed by an official of your company authorized to make such designation. If you wish to designate multiple dealers, please duplicate this form as necessary.

_____
Designated Dealer Name

_____
Designated Dealer Address

_____ _____ _____
City State Zip

_____ _____
Phone Number Fax Number

_____ _____
Email address Designated Dealer Tax ID Number* **(*attach W-9)**

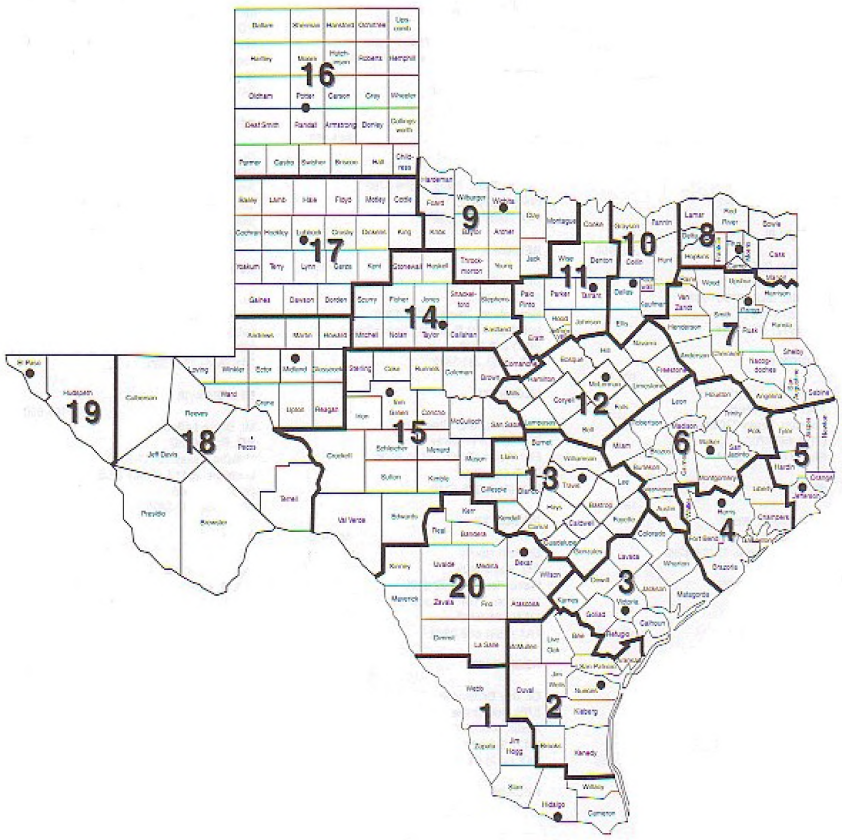
_____
Designated Dealer Contact Person

_____ _____
Your Company Name Signature of Authorized Company Official

TEXAS REGIONAL SERVICE DESIGNATION

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. ***If you propose to serve different regions for different products or services included in your proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

Regional Education Service Centers



☐ **I will service Texas Cooperative members statewide.**

☐ **I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:**

	Region	Headquarters
☐	1	Edinburg
☐	2	Corpus Christi
☐	3	Victoria
☐	4	Houston
☐	5	Beaumont
☐	6	Huntsville
☐	7	Kilgore
☐	8	Mount Pleasant
☐	9	Wichita Falls
☐	10	Richardson
☐	11	Fort Worth
☐	12	Waco
☐	13	Austin
☐	14	Abilene
☐	15	San Angelo
☐	16	Amarillo
☐	17	Lubbock
☐	18	Midland
☐	19	El Paso
☐	20	San Antonio

☐ I will not service members of the Texas Cooperative.

_____
Company Name

_____
Signature of Authorized Company Official

_____
Printed Name

If this Texas Regional Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:

_____

_____

_____

STATE SERVICE DESIGNATION

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)*

If you serve different states for different products or services included in your proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.

Please check (√) all that apply:

☐ I will service all states in the United States.

☐ I will not service all states in the United States. I will service only the states checked below:

☐ Alabama
☐ Alaska
☐ Arizona
☐ Arkansas
☐ California (Public Contract Code 20118 & 20652)
☐ Colorado
☐ Connecticut
☐ Delaware
☐ District of Columbia
☐ Florida
☐ Georgia
☐ Hawaii
☐ Idaho
☐ Illinois
☐ Indiana
☐ Iowa
☐ Kansas
☐ Kentucky
☐ Louisiana
☐ Maine
☐ Maryland
☐ Massachusetts
☐ Michigan
☐ Minnesota
☐ Mississippi
☐ Missouri
☐ Montana
☐ Nebraska
☐ Nevada
☐ New Hampshire
☐ New Jersey
☐ New Mexico
☐ New York
☐ North Carolina
☐ North Dakota
☐ Ohio
☐ Oklahoma
☐ Oregon
☐ Pennsylvania
☐ Rhode Island
☐ South Carolina
☐ South Dakota
☐ Tennessee
☐ Texas
☐ Utah
☐ Vermont
☐ Virginia
☐ Washington
☐ West Virginia
☐ Wisconsin
☐ Wyoming

This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a contract awarded under this proposal.

Company Name

Signature of Authorized Company Official

Printed Name

If this State Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:

NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

_____	_____
Name of Vendor	Proposal Invitation Number
_____	_____
Signature of Authorized Company Official	Printed Name of Authorized Company Official

_____
Date

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide its members with the best services and products at the best prices available from vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: $_____. (The period of the 12 month period is _____/_____). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).

2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.

3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration			
2. T-PASS (State of Texas)			
3. U.S. Communities Purchasing Alliance			
4. National IPA/TCPN			
5. Houston-Galveston Area Council (HGAC)			
6. National Joint Powers Alliance (NJPA)			
7. E&I Cooperative			
8. The Interlocal Purchasing System (TIPS)			
9. Other			

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%):_____ **Proposed Discount (%):**_____

Explanation: _____

_____

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Company Name

Signature of Authorized Company Official

Printed Name

GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative may determine whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/discounts you offer other governmental customers. Attach additional pages if necessary.

Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1.					
2.					
3.					
4.					
5.					

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower prices) than indicated? **YES** ☐ **NO** ☐ If YES, please explain:

_____

_____

_____

By signature below, I certify that the above is true and correct and that I am authorized by my company to make this certification.

_____
Company Name

_____
Signature of Authorized Company Official

_____
Printed Name

MARKETING STRATEGY

For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard contract, and how you will continue to support the BuyBoard for the duration of the contract period.)*

Attach additional pages if necessary.

_____

_____

_____

_____

_____

_____

_____

_____

_____
Company Name

_____
Signature of Authorized Company Official

_____
Printed Name

CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, including catalogs and pricelists, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. Proposer will be notified of any third party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (√) one of the following:

☐ **NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐ **YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and its Administrator will not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and its Administrator will disclose information when required by law, even if such information has been identified herein as information the vendor considers confidential or proprietary.

Confidential / Proprietary Information:

_____

_____

_____

_____

_____

(Attach additional sheets if needed.)

B. Copyright Information

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain copyright information?

Please check (√) one of the following:

☐ **NO,** Proposal (including forms, documentation, or other materials submitted with the Proposal) does not contain copyright information.

☐ **YES,** Proposal (including forms, documentation, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", identify below the specific documents or pages containing copyright information.

Copyright Information: _____

_____

_____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor its Administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publically release, including posting on the public BuyBoard website, a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

_____
Company Name

_____
Signature of Authorized Company Official

_____
Printed Name

_____
Date

VENDOR BUSINESS NAME

By submitting a Proposal, Proposer is seeking to enter into a legal contract with the Cooperative. As such, a Proposer must be an individual or legal business entity capable of entering into a binding contract. Proposers, must completely and accurately provide the information requested below or your Proposal may be deemed non-responsive.

Name of Proposing Company: _____

*(List the **legal** name of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (√) one of the following:

Type of Business:

Individual/Sole Proprietor _____
Corporation _____
Limited Liability Company _____
Partnership _____
Other _____ If other, identify _____
_____
_____

State of Incorporation (if applicable): _____

Federal Employer Identification Number: _____
(Vendor must include a completed IRS W-9 form with their proposal)

List the Name(s) by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

_____

_____

_____

EDGAR VENDOR CERTIFICATION

(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting proposals must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which ***may*** be applicable to specific Cooperative member purchases using federal grant funds. This completed form will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For <u>each</u> of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Cooperative member ancillary contract, or Member Construction Contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any purchase order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's purchase order, ancillary agreement, or Member Construction Contract agreed to by the Vendor, the Cooperative member's provision shall control.

3. Equal Employment Opportunity:

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

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement:

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

Vendor agrees to comply with the above requirements when applicable.

7. Clean Air Act and Federal Water Pollution Control Act:

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

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment:

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

10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of $150,000, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

12. General Compliance and Cooperation with Cooperative Members:
In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Vendor Certification Item No.	Vendor Certification: **YES**, I agree or **NO**, I do NOT agree	Initial
1. Vendor Violation or Breach of Contract Terms		
2. Termination for Cause or Convenience		
3. Equal Employment Opportunity		
4. Davis-Bacon Act		
5. Contract Work Hours and Safety Standards Act		
6. Right to Inventions Made Under a Contract or Agreement		
7. Clean Air Act and Federal Water Pollution Control Act		
8. Debarment and Suspension		
9. Byrd Anti-Lobbying Amendment		
10. Procurement of Recovered Materials		
11. Profit as a Separate Element of Price		
12. General Compliance and Cooperation with Cooperative Members		

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

_____
Company Name

_____
Signature of Authorized Company Official

_____
Printed Name

PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire, sign where indicated below, and submit the signed questionnaire and your responses to all questions in one document with your Proposal. **You must submit the signed questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

2. Describe Proposer's direct experience (not as a subcontractor) performing the Job Order Contracting (JOC) work proposed under this contact. Include a brief description of the JOC projects your company (or your company's key employees) have completed for Texas governmental entities in the last 5 years, and include for each the project name, scope, value, and date, and the name of the procuring government entity and entity contact person. Identify the contracts that best represent Proposer's capabilities relative to this contract. If referring to projects of key employees to demonstrate experience, identify the employee, the employee's role in the project, and the employee's current position with your company.

3. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

4. The Contract does not include architectural or engineering services, which must be procured separately, outside of the Cooperative, in accordance with Chapter 2254 of the Texas Government Code (Professional Services Procurement Act). If you are performing work under the contract on a project that requires the services of an architect or professional engineer, how will you work with a Cooperative member and its designated architect or engineer with respect to services that must be procured outside the contract?

5. Describe the tasks and functions that can be completed by Proposer in-house without the use of a subcontractor or other third party.

6. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

7. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

8. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. Include any contract for which the surety was notified of a potential claim in regards to a payment or performance bond. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, notice to surety, failure to complete or deliver the work, or termination.

9. List all litigation or other legal proceedings (including arbitration proceedings and/or claims filed with a surety in regards to a payment or performance bond), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relates to or arises from a contract similar to this Contract or the work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), if applicable, nature of the claim, and resolution or current status.

10. Describe in detail the quality control system Proposer will use, including third party auditing certification, to support the long-term performance and structural strength of the products to be used in a project under the Contract.

11. If the work will require Proposer to tender performance or payment bonds, provide the name of the bonding company or surety that will issue such bonds.

12. Describe in detail all documented safety issues, if any, that have involved Proposer in the last three (3) years related to the type of work contemplated under this contract. Provide a 3-year history of your firm's workers compensation experience modifier.

_____

_____

_____

_____

_____

By signature below, I certify that the information contained in and/or attached to this Proposal Invitation Questionnaire in response to the above questions is true and correct and that I am authorized by my company to make this certification.

_____
Company Name

_____
Signature of Authorized Company Official

REQUIRED FORMS CHECKLIST

(Please check (√) the following)

- ☐ Completed: **Proposer's Agreement and Signature**
- ☐ Completed: **Vendor Contact Information**
- ☐ Completed: **Felony Conviction Disclosure and Debarment Certification**
- ☐ Completed: **Resident/Nonresident Certification**
- ☐ Completed: **No Israel Boycott Certification**
- ☐ Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
- ☐ Completed: **Historically Underutilized Business (HUB) Certification**)
- ☐ Completed: **Construction Related Goods and Services Affirmation**
- ☐ Completed: **Deviation/Compliance**
- ☐ Completed: **Location/Authorized Seller Listings**
- ☐ Completed: **Manufacturer Dealer Designation**
- ☐ Completed: **Texas Regional Service Designation**
- ☐ Completed: **State Service Designation**
- ☐ Completed: **National Purchasing Cooperative Vendor Award Agreement**
- ☐ Completed: **Federal and State/Purchasing Cooperative Experience**
- ☐ Completed: **Governmental References**
- ☐ Completed: **Marketing Strategy**
- ☐ Completed: **Confidential/Proprietary Information**
- ☐ Completed: **Vendor Business Name with IRS Form W-9**
- ☐ Completed: **EDGAR Vendor Certification**
- ☐ Completed: **Proposal Invitation Questionnaire**
- ☐ Completed: **Required Forms Checklist**
- ☐ Completed: **Sample Project Description/Response Form and Price Proposal Form**

**Catalogs/Pricelists must be submitted with proposal response or response will not be considered.*

Proposal Invitation No. 581-19 – Job Order Contracting (RSMeans)

NOTE: THIS SAMPLE PROJECT RESPONSE FORM(S) FOR (1) CLOSET RENOVATION AND (2) BATHROOM RE-TILE PROJECTS MUST BE COMPLETED AND INCLUDED WITH YOUR PROPOSAL RESPONSE OR PROPOSAL RESPONSE WILL NOT BE CONSIDERED. USE THE ATTACHED FORM FOR YOUR RESPONSES TO THE SAMPLE PROJECTS.

Sample Project One Description: Closet Renovation

This job will be performed during normal business hours and you will have unrestricted access during normal working hours.

This closet is on the first floor of a building, with no entry issues and the closet is located about 50 feet from the front door. Please assume that the floor is in good shape and will not need prep. Walls will need only minimal prep to paint.

- Closet which is 10 x 10 with 10’ up to the deck and an 8’ drop down ceiling, walls are drywall with orange peel texture and paint that goes 6” above ceiling grid.
- Demo 2 Interior Lighting 2' x 4' 3 Lamp T8 Lay-In Type Standard Static Troffer, Single Ballast, Acrylic Cover Fluorescent Fixture (Metalux 2GR8-332A-UNV-EB81-U.1) and replace with the same kind of new light.
- Demo Marbleized Pattern Vinyl Composition Tile 1/8" Thick and replace with like kind
- Demo 4" High 1/8" Vinyl Plastic Base and replace with like kind
- Paint walls 1 coat primer 2 coat paint non-oil based
- Remove, Re-install and re-level entire drop down ceiling and grid.
- One light switch and one electrical outlet
- You will not need to paint the door or door frame

Sample Project One Response Form:
Closet Renovation

Construction Task	RSMeans Number	Line Item Cost	Quantity	Standard Coefficient Hours	Line Item Total

Total Project Cost $ _____

Sample Project Two Description: Bathroom Re-Tile

This job will be performed on the weekend.

This bathroom is on the first floor of a building, with no entry issues and the bathroom is located about 50 feet from the front door. Please assume that the floor is in good shape and will not need prep, no drains in the floor. You can use the facilities dumpster for all demo material.

- Bathroom which is 5 x 5, with one wall hung toilet and one wall hung sink.
- No equipment is attached to the floor and will remain in place during the project.
- Demo Marbleized Pattern Vinyl Composition Tile 1/8" Thick.
- Replace with unglazed quarry floor tile and use chemical resistant epoxy grout.
- There is no threshold at the door.

Sample Project Two Response Form:
Bathroom Re-Tile

Construction Task	RSMeans Number	Line Item Cost	Quantity	Non-Standard Coefficient Hours	Line Item Total

Total Project Cost $_____

PRICE PROPOSAL FORM

Proposal Invitation No. 581-19 – Job Order Contracting (RSMeans)

Price Proposal: In submitting a Proposal, the Proposer agrees to execute all of the work under the Job Order Contract for each Job Order issued by a Cooperative member using coefficients as defined and described within this Proposal Invitation.

1. Proposers shall propose two (2) coefficient factors based on using the current edition of the RSMeans Facilities Construction Cost Data, with updates as applicable, total column with overhead and profit. The first coefficient factor is to be applied to that work anticipated to be accomplished during normal working hours (7:00 am - 5:00 pm, Monday thru Friday ("Standard Hours")). The second coefficient factor shall be applied to work anticipated to be accomplished during other than Standard Hours ("Non-Standard Hours"). Any work performed during Non-Standard Hours, at Vendor's own option when approved by the Cooperative member in accordance the Program Requirements, shall be subject to the Proposer's Coefficient for Standard Hours.

2. It is understood and Proposer acknowledges that, by making this Proposal, any change in the actual work required under the Contract from what is projected herein shall not affect the firm coefficient factors proposed by Proposer or the prices contained in the Unit Price Book.

3. The Proposer's Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. .95) or "increase to" (e.g. 1.21) to the unit prices listed in the Unit Price Book. **Proposer's Coefficient factors are to be carried no further than two (2) decimal places.** Any Proposal containing separate coefficient factors for separate line items in the Unit Price Book shall be rejected as non-responsive.

4. The actual pricing for work performed under any contract resulting from this Proposal Invitation shall be based on the Unit rates contained in the Unit price Book, "Total Including O&P" first adjusted by the Quarterly City Cost Index for nearest local city and then multiplied by the Proposer's Coefficient. The Coefficient factors shall be firm for the entire contract including any elected option years.

5. The Proposer's Coefficients can be applied to designated regions according to the Texas Regional Service Designation form included in the Proposal. If you have selected to service only specific regions in the Texas Regional Service Designation form and propose to use different coefficients for different regions, you must complete and return the "REGIONAL (State of Texas)" proposal form below and provide Proposer's Coefficients for each of the regions you will service.

6. As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities throughout the United States have the opportunity to purchase the services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement, including a potential piggy-back award by the National Purchasing Cooperative. The Proposer may elect to potentially perform work outside of the State of Texas as indicated on the State Service Designation Form. If the Proposer wishes to quote Proposer's Coefficients for out of state work in the event a piggy-back award or similar agreement is awarded by the National Purchasing Cooperative or other eligible entity, you must complete and return the "NATIONAL" proposal form below and provide Proposer's Coefficients for each of the states you will service as designated on the State Service Designation Form.

REGIONAL (State of Texas)

ENTER THE PROPOSER'S COEFFICIENT FOR STANDARD HOURS AND THE PROPOSER'S COEFFICIENT FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES, ON EACH OF THE TWO LINES PROVIDED BELOW FOR EACH REGION YOU DESIGNATED FOR SERVICE.		
TEXAS REGIONS	**RSMeans** Coefficient Factor for Standard Hours	**RSMeans** Coefficient Factor for Non-Standard Hours
Region 1		
Region 2		
Region 3		
Region 4		
Region 5		
Region 6		
Region 7		
Region 8		
Region 9		
Region 10		
Region 11		
Region 12		
Region 13		
Region 14		
Region 15		
Region 16		
Region 17		
Region 18		
Region 19		
Region 20		

NATIONAL (All Other States)

ENTER THE PROPOSER'S COEFFICIENT FOR STANDARD HOURS AND THE PROPOSER'S COEFFICIENT FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES, ON EACH OF THE TWO LINES PROVIDED BELOW FOR EACH STATE YOU DESIGNATED FOR SERVICE.

STATE	RSMeans Coefficient Factor for Standard Hours	RSMeans Coefficient Factor for Non-Standard Hours
Alabama		
Alaska		
Arizona		
Arkansas		
California		
Colorado		
Connecticut		
Delaware		
Florida		
Georgia		
Hawaii		
Idaho		
Illinois		
Indiana		
Iowa		
Kansas		
Kentucky		
Louisiana		
Maine		
Maryland		
Massachusetts		
Michigan		
Minnesota		
Mississippi		
Missouri		
Montana		
Nebraska		
Nevada		
New Hampshire		
New Jersey		
New Mexico		
New York		
North Carolina		
North Dakota		
Ohio		
Oklahoma		
Oregon		
Pennsylvania		

STATE	COEFFICIENT FOR STANDARD HOURS	COEFFCIENT FOR NON-STANDARD HOURS
Rhode Island		
South Carolina		
South Dakota		
Tennessee		
Utah		
Vermont		
Virginia		
Washington		
West Virginia		
Wisconsin		
Wyoming		

Proposer (Company Name):_____

By (Signature):_____

Name (Printed):_____

Title: _____

12007 Research Boulevard ▪ Austin, Texas 78759-2439 · PH: 800-695-2919 ▪ FAX: 800-211-5454 ▪ www.buyboard.com

THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM NO. 1

Proposal No. 581-19
Job Order Contracting (RSMeans)

The following information was requested in regards to Proposal Invitation No. 581-19 – Job Order Contracting (RSMeans).

This addendum becomes a permanent part of the Proposal Invitation document.

1. Can the BuyBoard please define what costs (e.g., supervision, travel, bond premiums, permits, etc.) are expected to be included in the contractors' coefficients?

Response: The Proposer's Coefficient is the price multiplier that the Vendor proposes to be applied to the Unit Price Book and the costs defined within that book. Any other costs not defined in the Unit Price Book shall be as requested by the Cooperative member and/or as applicable in a Member Construction Contract.

2. Will weightings be applied to the standard hours and non-standard hours coefficients to create a single evaluated coefficient? If so, how will the coefficients be weighted?

Response: No, the coefficients for standard and non-standard hours will not be combined to create a single evaluated coefficient.

3. How will pricing be evaluated, and how will the pricing points be awarded?

Response: The Cooperative uses the following Best Value Criteria when evaluating proposals.

The Cooperative evaluates Proposals on the basis of best value to Cooperative members. In evaluating Proposals and determining best value for all Cooperative members, the Cooperative will consider the following criteria:

Best Value Criteria		*Maximum Points*
1	*Price Competiveness*	*40*
2	*Vendor Past Performance*	*15*
3	*Vendor Reputation for Goods and Services*	*15*
4	*Financial and Technical Resources*	*10*
5	*Capability of Servicing Cooperative Members*	*10*
6	*Any other relevant factor or requirement listed in this Proposal Invitation*	*10*
	TOTAL:	*100*

The Cooperative's evaluation will include Proposer's responses to the forms and other attachments included or associated with this Proposal Invitation, including but not limited to Proposer's responses to the Proposal Invitation Questionnaire. Only responsive Proposals will be evaluated. Failure to include all required information may result in a Proposal being deemed non-responsive.

As a general matter, the Cooperative makes competitive and indefinite quantity awards to Proposers that give the same or better discounts/pricing than they give their best governmental clients. Proposers should provide competitive pricing that is the same or better than the pricing provided their best governmental clients. Each Proposal is evaluated on its

own merit and determined to be fair and reasonable by comparing the price/discounts that Vendor offers other governmental clients.

If this Proposal Invitation requires discount pricing, discount practices may be examined and evaluated, in the Cooperative's sole discretion, based on historical data, sales information, discounts granted to other governmental clients, and/or other market research techniques. The Cooperative may award Contracts to multiple Proposers supplying comparable products or services, also known as a multiple award schedule, or award the Contract to a single Proposer. The Cooperative's decision to make multiple awards or a single award will be based upon the Cooperative's sole discretion regarding the type of award that provides best value to all Cooperative members.

In regards to Vendor past performance, among other factors, the Cooperative may consider a Vendor's breach of contractual obligation on any other active or prior Cooperative contract awarded to Vendor including, but not limited to, nonpayment of service fees by Vendor, its parent company or affiliates and/or Vendor's failure to generate any minimum amount specified in a prior-awarded Cooperative contract.

4. On the Price Proposal Form, it states that costs in the unit price book will be adjusted by the Quarterly City Cost Index for the nearest local city. What City Cost Index should offerors apply to the sample projects?

Response: Proposers should use Region 13-Austin for the sample projects.

5. The District of Columbia is not included in the list on the National (All Other States) form; it is included on the State Service Designation form. Would the BuyBoard consider adding it to the National (All Other States) form?

Response: Vendors selecting to service the National Cooperative may propose coefficient factors for NATIONAL (ALL OTHER STATES) for the District of Columbia below:

NATIONAL (All Other States)

ENTER THE PROPOSER'S COEFFICIENT FOR STANDARD HOURS AND THE PROPOSER'S COEFFICIENT FOR NON-STANDARD HOURS, EACH IDENTIFIED AS A DECIMAL MULTIPLIER OF THE UNIT PRICE BOOK AS DEFINED IN THIS PROPOSAL INVITATION NOT TO EXCEED TWO DECIMAL PLACES, ON EACH OF THE TWO LINES PROVIDED BELOW FOR EACH STATE YOU DESIGNATED FOR SERVICE.		
STATE	**RSMeans** Coefficient Factor for Standard Hours	**RSMeans** Coefficient Factor for Non-Standard Hours
District of Columbia		

Please sign and return one copy of the addendum with proposal as verification of receipt and compliance with addendum information.

Company Name: _____

Address: _____

Signature of Authorized
Company Official: _____ Title: _____

Telephone Number: _____ Date: _____

GENERAL TERMS AND CONDITIONS

A. General Provisions

1. Statement of Inclusion/Applicability

These General Terms and Conditions ("Terms and Conditions") apply to this Proposal Invitation and the proposing company's response to this Proposal Invitation, and are an integral part of any contract which is awarded by the Cooperative under this Proposal Invitation and any related Cooperative member Purchase Order or construction contract as described in these Terms and Conditions.

2. Organization and Section Titles

The provisions of these Terms and Conditions are generally organized according to the stages of the procurement process: proposal, evaluation, award and performance. This organization of and the section titles used in these Terms and Conditions are for convenience and reference only, and in no way define, describe, extend, or limit the scope or intent of the provisions of any section of this document. Unless otherwise stated, any listing of factors or criteria in these Terms and Conditions does not constitute an order of preference or importance.

3. Definitions

As used in this Proposal Invitation and associated documentation, the following terms have the meanings set out below unless the context requires otherwise, regardless of whether initial capitalization is consistently used. Words used in the singular include the plural, and words used in the plural include the singular. To the extent terms are defined or used differently in different Proposal Invitation documents, substance prevails over form:

"BuyBoard®" means the internet-based electronic commerce technology provided by the Cooperative's administrator, the Texas Association of School Boards, Inc. (TASB), to enable Cooperative members to purchase awarded goods and services electronically.

"BuyBoard Administrator" means the Director of Cooperative Procurement identified in this Proposal Invitation (or his/her successor).

"Contract" or "BuyBoard Contract" means the contract between the Cooperative and the successful Proposer (Vendor), which gives Vendor the opportunity to serve Cooperative members based on the Cooperative's acceptance of all or part of the Proposer's Proposal, and is comprised collectively of the following:

a) This Proposal Invitation;
b) Proposer's Proposal;
c) Notice of Award issued to Proposer by the Cooperative;
d) Member Purchase Order; and
e) Member Construction Contract.

"Cooperative" means, collectively, The Local Government Purchasing Cooperative (which may also be referred to as "Texas Cooperative" herein) and its administrator, TASB, unless a distinction is made otherwise.

"Cooperative member" or "**member**" means a local governmental entity (e.g., school district, city or county) or other governmental entity that is a member of the Cooperative and is eligible to purchase through a governmental purchasing cooperative or interlocal contract. Although not eligible to be a member of the Cooperative, "Cooperative member" as used in these Terms and Conditions may include the Cooperative administrator's non-profit entity subscribers when used in relation to a purchase from a non-profit subscriber.

"Goods" or **"Products"** (which terms are used interchangeably) means the goods, products, equipment or other commodities that are the subject of this Proposal Invitation.

"Member Construction Contract" means any and all additional written terms, conditions, or instructions, related to construction or construction-related goods or services procured under a Contract awarded pursuant to this Proposal Invitation, which are required by a Cooperative member and accepted by a Vendor. Depending upon the nature of the goods or services and the Cooperative member project for which they are procured, these requirements may include, but are not limited to:

1) Conditions and specifications required by the Cooperative member;
2) Drawings or project plans produced by the Cooperative member; and
3) Change orders or change directives.

"Proposal Invitation" means this Proposal Invitation and all associated documentation, including without limitation, these Terms and Conditions and any amendments hereto, additional terms and conditions specific to this Proposal Invitation, instructions, exhibits or attachments, forms, agreements, certifications, item specifications, addenda, and supplements and/or clarifications.

"Proposal" means Proposer's complete and correct response to this Proposal Invitation, including all information, forms, agreements, certifications and other documentation required by this Proposal Invitation, properly signed by Proposer's duly authorized representative.

"Proposal Due Date" means the date and time specified in the Proposal Invitation, or any addenda thereto, by which Vendors are required to submit Proposals for this Proposal Invitation.

"Proposer" or **"Vendor"** means the company or firm that submits a Proposal or, depending on the context, the proposing company to which the Cooperative awards a contract under this Proposal Invitation. (For purposes of the forms associated with this Proposal Invitation, "you", "your", "I" or "my" refer to Proposer or Vendor, as applicable.)

"Purchase Order" means a Cooperative member's fiscal form or other instrument, including a record of an online order placed through a Vendor website or record of a purchasing card (P-card) purchase, which is used in making a purchase from Vendor under a BuyBoard contract.

4. Construction and Construction-Related Goods or Services

This Proposal Invitation may include construction or construction-related goods or services, such as the installation of equipment, limited site preparation work, or alterations to existing buildings or facilities, which collectively are referred to in these Terms and Conditions as "construction-related services.: It is not the intent of the Cooperative for these Terms and Conditions to represent and reflect the complete agreement between a Cooperative member and a Vendor with respect to a specific procurement for construction-related services under a BuyBoard Contract awarded pursuant to this Proposal Invitation.

A Cooperative member procuring construction-related services under a BuyBoard Contract will likely negotiate and require Vendor to enter into a Member Construction Contract with additional terms that are specific to the Cooperative member's procurement or project. For example, a Cooperative member's architect and/or engineer (selected outside of a BuyBoard Contract) may prepare plans and technical specifications for tasks included in the construction-related services. Additionally, a Cooperative member may require compliance with legal requirements applicable to construction-related services, including certain bonding requirements and prevailing wage requirements. The Member Construction Contract terms as agreed to by the Cooperative member and Vendor become a part of the BuyBoard Contract awarded under this Proposal Invitation, subject to the limitations of Section D.1 (Notice of Award and Related Matters).

Note: As specified in section B.10 (Certain Professional Services Excluded) of these Terms and Conditions, a Contract awarded under this Proposal Invitation does not include architecture, engineering or other services that must be procured in accordance with the Texas Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), and therefore a Member Construction Contract entered into with a Vendor pursuant to the BuyBoard Contract may not include such services. To the extent that an awarded good or service includes a construction component that requires architecture or engineering services, a Cooperative member must procure such services outside the BuyBoard Contract through a separate procurement process.

B. Proposal Requirements

1. Specifications

Unless otherwise specified, the specifications are intended to be non-proprietary, and should be construed as such. Catalog numbers, brand names, or manufacturer product or reference numbers used in the item specifications in this Proposal Invitation are intended to be descriptive, not restrictive. These references, as well as "approved brands and/or models" listed, are intended to identify and indicate the type of product being sought and establish the level of quality desired. If any conflict exists in the item specifications between the product descriptions and any brand names or model or reference numbers used, the product descriptions will override the brand names or model number references.

In some cases, however, the Cooperative may find it advantageous in order to provide best value to Cooperative members to standardize equipment and/or supplies by manufacturer in order to achieve efficiencies in procurement, repair, and operation, to match existing stock, or to satisfy other requirements. In these limited cases, preference will be given to the specific products identified as "approved brands and/or models," especially if all other evaluation factors are deemed to be equal. For this reason, where specific brands or models are identified, Proposer is encouraged to propose the exact item specified, in addition to an alternate brand or model with equal/equivalent functionality or features where appropriate or necessary.

In all cases, Proposals must identify the manufacturer, brand, model, etc., of the item being offered. For Proposals on "equal/equivalent" items other than the specified "approved brand and/or model," Proposer must supply a complete description and sufficient data for the Cooperative to properly analyze the product being proposed, including its functionality and features. In order to conduct such analysis, the Cooperative may request samples for items other than "approved brands and/or models." If the specification identifies a specific brand or model for any item and Proposer fails to identify the manufacturer, brand, model, etc., for that item, **the Cooperative will assume Proposer is proposing on the exact brand and model identified in the specification, and if awarded a contract, Vendor must furnish the exact brand name, model, etc., as specified. Substitutions will not be allowed after the contract is awarded,** except as provided for in section E.8 (Substitutions) of these Terms and Conditions.

The apparent silence of the specifications as to any detail, or the apparent omission from any specification of a detailed description concerning any point, will be interpreted to mean that only the best commercial practices will prevail, and the specification will be construed accordingly.

NOTE: Unless a different time period is stated in the General Information document of this Proposal Invitation, if Proposer discovers or suspects an error in any item specification in this Proposal Invitation, including that the specification is proprietary where not intended, Proposer must notify the BuyBoard Administrator of the error in writing immediately, but in no event later than the tenth (10th) business day before the Proposal Due Date.

2. Pricing

A "Line Item" Proposal must be for a specific price for the unit of measure specified for that item. Proposer is responsible for clearly noting any differences in proposed packaging and/or units of measure as a deviation in accordance with section B.4 (Deviations from Item Specifications or General Terms and Conditions) of these Terms

and Conditions. If this Proposal Invitation requires "discount from catalog" pricing, Proposer must quote a single discount percentage to be applied to all items in Proposer's published catalog. Proposer must submit the catalog or published pricelist with the Proposal in electronic format. Catalogs and pricelists should contain only items that relate to the items requested in the specifications. Vendors are discouraged from including irrelevant or non-responsive information with their Proposal. The Cooperative reserves the right to deem a Proposal non-responsive if the catalogs or pricelists submitted do not specifically relate to the intent of the Proposal Invitation or contain what the Cooperative deems, in its sole discretion, excessive irrelevant or non-responsive information, including information which makes it burdensome or impractical for the Cooperative to identify responsive products and pricing.

Proposer's pricing must be "equal to or better" than pricing Proposer offers other similar customers. Pricing that is not considered equal or better could result in the Proposal being determined non-competitive and not considered for award.

Unless specified otherwise in this Proposal Invitation:

a) A "cost plus" Proposal will not be accepted;
b) Proposer will not include freight, transportation and delivery charges or costs or sales tax in Proposal pricing (freight, transportation and delivery charges are to be pre-paid by the awarded Vendor and, subject to section E.5 (Packaging, Transportation, and Delivery) of these Terms and Conditions, included as a separate item on the invoice to the ordering Cooperative member);
c) Proposal pricing must include the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions; and
d) Proposal pricing must be firm for acceptance and the Cooperative's period for acceptance will be at least 120 calendar days from the Proposal Due Date.

Proposal pricing must not include the cost of engineering, architectural or other services that are required to be separately obtained by a Cooperative member under the Texas Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) or other applicable law.

3. Quality

Unless otherwise indicated in this Proposal Invitation, proposed products must be new and in first class condition, and must be warranted in the same manner and to the same extent as normally provided to other customers of Proposer. Additionally, proposed products must conform to the highest standards of manufacturing practice, including containers suitable for shipment and storage. Unless otherwise specified, "factory seconds," "refurbished", or otherwise inferior items are not acceptable.

4. Deviations from Item Specifications or General Terms and Conditions

Proposer must clearly note and explain in detail any and all limitations, exceptions, qualifications, special conditions, or other deviations (collectively "deviations") from these Terms and Conditions or any of the item specifications in the Proposal at the time the Proposal is submitted. The submission of any such deviation may place Proposer at a competitive disadvantage or otherwise prevent the Cooperative from considering the Proposal on the affected item(s).

The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation.

Other than any deviation submitted in writing with the Proposal and **accepted by the Cooperative**, the Cooperative will hold Proposer accountable to the Cooperative and Cooperative members to perform in strict accordance with these Terms and Conditions and the item specifications as written.

5. Addenda

Any interpretation, correction or change to this Proposal Invitation will be made by addendum, and updated information contained in an addendum will prevail over the information contained in the original Proposal Invitation or a previous addendum. The Cooperative is the sole authority for the issuance of any addendum, and any communication related to this Proposal Invitation that is not from the Cooperative is invalid. Although the Cooperative may provide electronic notification when an addendum has been issued and the changes will be flagged, it is Proposer's responsibility to monitor the BuyBoard vendor website for possible addenda and incorporate any posted addendum into the Proposal. Proposer must acknowledge each addendum in accordance with the instructions accompanying the addendum.

6. Samples

The Cooperative may request a product sample. Proposer must furnish the requested sample at no cost to the Cooperative, and, unless otherwise specified, the Cooperative must receive the sample within 72 hours of the request. The submitted sample must be labeled with the Proposal Invitation name and number, item number, product identification number, and Proposer's name. Proposer's failure to submit a sample when requested will result in the product in question not being considered for award to Proposer.

The Cooperative will retain samples for a sufficient length of time for proper evaluation. If not destroyed or consumed during examination or testing, the Cooperative will return samples to Proposer at Proposer's expense, provided that Proposer has included a written return request with the submitted samples. Notwithstanding the foregoing, the Cooperative may permanently retain samples submitted by awarded Proposers for the purpose of determining that the quality and workmanship of awarded products delivered to Cooperative members is comparable to the samples. The Cooperative is not liable for samples that are damaged, destroyed or consumed during examination or testing.

7. Proposal on All or Certain Items

Unless otherwise specified, Proposer may propose on any or all items. Proposer should answer all questions related to each item on which Proposer wishes to propose, and either leave the questions for other items unanswered (blank) or indicate "No Bid." The Cooperative will consider items individually and make awards on each item independently, except for "related" items for which "compatibility" will be an element of consideration. In such cases, small groups of items will be considered as a unit.

Vendor's Proposal shall specify the regions and/or states that Vendor proposes to serve by completing the appropriate Proposal forms. Vendor shall specify only those regions or states for which Vendor is authorized either under applicable law and/or by the manufacturer to sell the proposed products. If Vendor proposes multiple products, and the regions or states which the Vendor is able to serve and proposes to serve differ by product, Vendor must specify the specific regions or states by product in its Proposal. **A Vendor may not select a region or state in its Proposal where Vendor is unable or unauthorized to sell a proposed product. If it is determined that a Vendor is unable, unauthorized, or refuses to provide any awarded product(s) or service(s) in a region or state specified in Vendor's Proposal, such inability, lack of authorization, or refusal will be an event of default and grounds for termination of the Contract.**

8. "All or Nothing" Awards

Unless otherwise indicated in this Proposal Invitation, "all or nothing" Proposals are **not** acceptable and will be rejected. Proposer must be willing to accept a partial award for any combination of the items or services proposed, and must be willing to share the business with any other successful Proposers.

9. Confidential Information

Proposer must clearly identify information in the Proposal that Proposer considers proprietary or confidential by completing the Confidential/Proprietary Information form. The Cooperative will treat

such information as confidential to the extent allowable under the Texas Public Information Act (Chapter 552 of the Texas Government Code) or similar disclosure law.

If Proposer fails to properly identify the information, the Cooperative shall have no obligation to seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure laws. The Cooperative and its Administrator will not be responsible for Proposer's failure to clearly identify information Proposer considers confidential or proprietary. Proposer will be notified of any third party request for information that Proposer has identified in the Confidential/Proprietary Information form as proprietary or confidential.

10. Certain Professional Services Excluded

Neither this Proposal Invitation nor any contract includes services that are required to be procured under the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), including without limitation architecture and professional engineering services.

11. Withdrawal or Modification of Proposal

Proposer may withdraw or modify a submitted Proposal **prior to the Proposal Due Date and time** specified in this Proposal Invitation. A Proposal may be withdrawn only in strict accordance with this section.

Electronic Proposals Submissions: A Proposal submitted electronically through a website designated by the Cooperative in the Proposal Invitation for submission of electronic proposals may be withdrawn or modified prior to the Proposal Due Date and time through the same electronic proposal submission website. Vendor's login to the electronic proposal submission website shall be used to verify Proposer's identity. Vendor shall be solely responsible for ensuring only authorized use of its login, following all website instructions, and ensuring that the Proposal is properly withdrawn or modified prior to the Proposal Due Date and time.

Hard Copy Submissions: If a Vendor submitted their Proposal in hard copy electronic format via mail or in person, rather than electronic submission through the designated website, Proposer must submit a written request to the Cooperative to withdraw the Proposal. The request to withdraw must be signed by an individual authorized to enter into contracts on Proposer's behalf and indicate the individual's title. If the BuyBoard Administrator has any question or doubt regarding Proposer's identity or the identity of its Proposal, withdrawal will not be allowed. If the Cooperative decides to allow the withdrawal, Proposer's duly authorized representative will be required to complete and sign a written receipt satisfactory to the BuyBoard Administrator before the proposal will be released. The decision of the BuyBoard Administrator relating to matters concerning withdrawal of a Proposal is final.

Proposer may resubmit the withdrawn Proposal, or submit a new Proposal, up until the Proposal Due Date and time, provided any new submission meets the requirements of this Proposal Invitation. If Proposer resubmits a Proposal that was withdrawn and makes any change to any document in the proposal package, the change must be made in accordance with the Cooperative's instructions for Proposal submissions, and Proposer will be deemed to have authorized such change.

Proposals that are in the Cooperative's possession (including Proposals submitted through an electronic proposal submission website designated by the Cooperative in the Proposal Invitation instructions) at the Proposal Due Date time shall be deemed final, conclusive, and irrevocable; and no Proposal will be subject to withdrawal, amendment, or correction by a Proposer after the Proposal Due Date and time specified in this Proposal Invitation. However, pursuant to section B.4 (Deviations from Item Specifications or General Terms and Conditions), the Cooperative reserves the right, in its sole discretion, to seek clarification, communicate and resolve issues around deviations that were submitted in a Proposal, consistent with general procurement principles of fair competition.

12. Certifications

The Proposer's Agreement and Signature form, which is fundamental to and incorporated into this Proposal Invitation, requires Proposer to certify to certain matters. Pursuant to and in accordance with such Proposer's Agreement and Signature form, and in addition to the matters set forth therein, Proposer certifies to the following with respect to this Proposal Invitation, the Proposal, and any Contract awarded under this Proposal Invitation.

(a) Non-Collusion Certification

Proposer agrees and certifies to the following, and understands that the penalty for violating this non-collusion certification will be the immediate disqualification of Proposer's Proposal:

1) Neither Proposer nor any business entity represented by Proposer has received compensation for participation in the preparation of the item specifications or these Terms and Conditions related to this Proposal Invitation;
2) The Proposal has been arrived at independently and is submitted without collusion with any other Proposer, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any Proposer an unfair advantage over any other Proposer with respect to the Proposal;
3) Proposer has not accepted, offered, conferred, or agreed to confer, and will not in the future accept, offer, confer, or agree to confer, any benefit or anything of value to any person or entity related to the Cooperative or any of its members in connection with any information or submission related to the Proposal, any recommendation, decision, vote, or award related to the Proposal, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or service related to the Proposal;
4) Neither Proposer, nor any business entity represented by Proposer, nor anyone acting for such business entity, has violated the Federal Antitrust Laws or the antitrust laws of this State with regard to the Proposal, and the Proposal has not been knowingly disclosed, and will not be knowingly disclosed, to any other Proposer, competitor, or potential competitor prior to the opening of Proposals; and
5) No attempt has been or will be made to induce any other person or entity to submit or to not submit a Proposal.

(b) Certification Regarding Legal, Ethical, and Other Matters

Proposer agrees and certifies to the following:

1) Proposer has, or has the ability to obtain, such financial and other resources, including inventories, as may be required to fulfill all the responsibilities associated with the Proposal;
2) Proposer has a high degree of integrity and business ethics, and a satisfactory record of performance;
3) Proposer is an authorized dealer, distributor, or manufacturer for the products or services offered in the Proposal for each region or state Vendor proposes to serve in the Proposal;
4) Proposer has not been notified by any local, state, or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from submitting its Proposal and Proposer would in no other way whatsoever be disqualified to propose or receive any award or Contract related to this Proposal Invitation, and Proposer will comply with any reasonable request from the Cooperative to supply information sufficient to substantiate the foregoing representations;
5) Proposer has provided its valid, proper and correct business entity name and information in its Proposal, that such entity is operating in good standing with the proper authority from whatever State or local jurisdiction is required, and Proposer has obtained, and will continue to maintain during the entire term of the Contract, all permits, approvals, or licenses necessary for lawful performance of its obligations under this Contract;
6) The prices, prompt payment discount terms, delivery terms, distribution allowances and the quality and/or performance (including warranties) of the product or services offered in the Proposal are and will remain the same or better than those offered Proposer's most favored customer under equivalent circumstances;
7) The Proposal complies with all federal, state, and local laws concerning these types of products or services, and Proposer will continue to comply with any applicable federal, state, and local laws related to Proposer's activities in connection with the Contract;
8) Proposer will comply with any applicable prevailing wage rate requirements under the federal Davis-Bacon or state or local law, including Chapter 2258 of the Texas Government Code;

9) Proposer will maintain, at Proposer's expense, any insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy, necessary to protect the Cooperative and its members from all claims for bodily injury, death, or property damage that might arise from the performance by Proposer or its employees or its agents of any service under the Contract; however, the existence of such insurance does not relieve Proposer of full responsibility and liability for damages, injury, death, or loss as described or as otherwise provided for by law; and
10) Any false statement contained in the Proposal is a material breach of contract which will void the Proposal or any resulting Contract, and subject Proposer to removal from all proposal lists, and possible criminal prosecution.

13. Proposal Signatures

Proposer must sign its Proposal in strict accordance with the Cooperative's instructions, including having an officer duly authorized by Proposer execute the Proposal. By signing, the signatory warrants that he or she has read and agrees to the terms of the Proposal and is authorized to execute same as a legally binding act of Proposer. A facsimile or imaged signature will be deemed an original.

14. No Reimbursement

Proposer understands and acknowledges the Cooperative will not reimburse or pay Proposer for any expenses Proposer incurs in preparing its Proposal or providing additional information required in connection with the Proposal.

C. Proposal Evaluation

1. General

A Proposal submitted in accordance with this Proposal Invitation will initially be considered for award; however, initial consideration of a Proposal will not constitute an assessment of its meeting the necessary qualifications, and a Proposal may be disqualified at any time during the evaluation process for failure to meet any other terms or conditions contained anywhere else in this Proposal Invitation.

2. Best Value Criteria

The Cooperative evaluates Proposals on the basis of best value to Cooperative members. In evaluating Proposals and determining best value for all Cooperative members, the Cooperative will consider the following criteria:

Best Value Criteria		Maximum Points
1	Price Competiveness	40
2	Vendor Past Performance	15
3	Vendor Reputation for Goods and Services	15
4	Financial and Technical Resources	10
5	Capability of Servicing Cooperative Members	10
6	Any other relevant factor or requirement listed in this Proposal Invitation	10
	TOTAL:	100

The Cooperative's evaluation will include Proposer's responses to the forms and other attachments included or associated with this Proposal Invitation, including but not limited to Proposer's responses to the Proposal Invitation Questionnaire. Only responsive Proposals will be evaluated. Failure to include all required information may result in a Proposal being deemed non-responsive.

As a general matter, the Cooperative makes competitive and indefinite quantity awards to Proposers that give the same or better discounts/pricing than they give their best governmental clients. Proposers should provide competitive pricing that is the same or better than the pricing provided their best governmental clients. Each

Proposal is evaluated on its own merit and determined to be fair and reasonable by comparing the price/discounts that Vendor offers other governmental clients.

If this Proposal Invitation requires discount pricing, discount practices may be examined and evaluated, in the Cooperative's sole discretion, based on historical data, sales information, discounts granted to other governmental clients, and/or other market research techniques. The Cooperative may award Contracts to multiple Proposers supplying comparable products or services, also known as a multiple award schedule, or award the Contract to a single Proposer. The Cooperative's decision to make multiple awards or a single award will be based upon the Cooperative's sole discretion regarding the type of award that provides best value to all Cooperative members.

In regards to Vendor past performance, among other factors, the Cooperative may consider a Vendor's breach of contractual obligation on any other active or prior Cooperative contract awarded to Vendor including, but not limited to, nonpayment of service fees by Vendor, its parent company or affiliates and/or Vendor's failure to generate any minimum amount specified in a prior-awarded Cooperative contract.

3. Cooperative Board Decision

The Cooperative reserves the right to waive any or all irregularities, formalities, or other technicalities and to be the sole and independent judge of quality and suitability of any products or services offered. The Cooperative may accept or reject a Proposal in its entirety, or may reject any part of a Proposal without affecting the remainder of that proposal, and may award the individual items in this Proposal Invitation in any combination or in any way that provides best value to Cooperative members based on the criteria set out in section C.2 (Best Value Criteria) of these Terms and Conditions. The Cooperative may use all means at the collective disposal of the Cooperative and Cooperative members to evaluate Proposals. The final decision as to the best overall offer, including as to price and suitability of the proposed products or services to meet the needs of and provide best value to Cooperative members, rests solely with the Cooperative's Board of Trustees.

The Board's decision may be protested only in accordance with the Board's protest procedure policy, COOP-851, which is available from the BuyBoard Administrator upon request. Pursuant to COOP-851, a protest challenging the terms, conditions or form of notice of this Proposal Invitation and accompanying documentation must be received by the Cooperative no later than 5:00 p.m. CST the fifth (5th) business day before the Proposal opening date, and a protest challenging an award decision, including bid evaluations, no later than 5:00 p.m. CST the fifth (5th) business day after the award is posted on the BuyBoard vendor website.

D. Contract Award

1. Notice of Award and Related Matters

A Proposal is an offer by Proposer to contract with the Cooperative and Cooperative members in accordance with this Proposal Invitation, including without limitation the item specifications, and these Terms and Conditions. A Proposal does not become a Contract unless and until the Proposal is accepted by the Cooperative through the issuance of a written Notice of Award to the successful Proposer, whereupon the Contract becomes binding and enforceable. The Contract is then utilized by a Cooperative member by the member issuing a signed purchase order and/or Member Construction Contract, as defined in section A.3 (Definitions) and further described in section A.4 (Construction and Construction-Related Goods or Services) of these Terms and Conditions, for the awarded products or services. Vendor must honor all purchase orders issued by Cooperative members and Member Construction Contracts entered into pursuant to this Contract during the Contract term in accordance with these Terms and Conditions. The Cooperative may maintain Vendor's contract documents in electronic format for the duration of the Contract term.
The Cooperative reserves the right to allow awarded Vendors to add additional service regions, at the awarded pricing, to the Vendor's Contract during the Contract term.

As provided for in detail in section E.11 (The BuyBoard) of these Terms and Conditions, all Purchase Orders must be processed through the BuyBoard. All deliveries and financial transactions related to the Purchase Order will occur directly between Vendor and the ordering Cooperative member.

Cooperative members and Vendors do not have the authority to modify these Terms and Conditions. By submitting a Proposal, Vendor specifically agrees that these Terms and Conditions shall apply and that it shall not seek to impose on a Cooperative member additional terms and conditions or ancillary agreements that are inconsistent with, or intended to supersede these Terms and Conditions. Any attempt by a Vendor to impose terms and conditions on a Cooperative member that are inconsistent with or intended to supersede these Terms and Conditions which were not submitted by Vendor as a deviation with its Proposal and approved by the Cooperative shall be an event of default under the Contract and grounds for termination of Vendor's Contract. However, a Cooperative member may add terms to a Purchase Order and/or require a Member Construction Contract with terms that are consistent with these Terms and Conditions and are acceptable to Vendor. A Cooperative member may require a performance and/or payment bond from Vendor as may be required by law or deemed necessary or appropriate. Additionally, a Cooperative member may require Vendor to carry and provide proof of such insurance as may be required by state or local law or policy. Individual Cooperative members may in certain circumstances require background checks on Vendor employees who will have direct contact with students or staff, or for other reasons, and may require Vendor to pay the cost of obtaining criminal history record information. To the extent of any conflict between these Terms and Conditions and requirements contained in any Cooperative member Purchase Order or Member Construction Contract, the stricter requirements on the Vendor shall apply. In the event of differing but equally stringent requirements, the Cooperative member Purchase Order or Member Construction Contract shall govern over the requirements in the Proposal Invitation.

2. Piggyback Contract and Other Entity Clause

It is the Cooperative's intent that other governmental entities throughout the United States, as well as administrator's nonprofit entity BuyBoard subscribers, have the opportunity to purchase the goods or services awarded under the Contract at the same pricing and according to these Terms and Conditions, subject to applicable state law, through a piggy-back award or similar agreement. To the extent applicable, Vendor must offer and sell the awarded goods and services to such other organizations and entities in accordance with Vendor's Proposal, including without limitation the State Service Designation form and the National Purchasing Cooperative Vendor Award Agreement.

E. Contract Performance

1. Contract Term

The term of the Contract is for the initial term stated in this Proposal Invitation, which term begins on the date specified in the Notice of Award. Unless otherwise stated in this Proposal Invitation, the Contract may be renewed for two (2) additional one (1)-year terms as provided for in this section E.1. A reference to "Contract term" in these Terms and Conditions means the initial term and any renewal term.

The Contract shall govern the Vendor's and the Cooperative member's rights and obligations with respect to any Purchase Order issued during the Contract term and afterwards, with respect to any Purchase Order or purchase bound by the Cooperative member for specified goods or services **before** the Contract award period ended.

Vendor has no right to or vested interest in a Contract renewal. The Cooperative will evaluate the Contract award prior to the expiration of the then current Contract term (initial or renewal), and reserves the right to not renew the Contract based on factors that may include, but are not limited to, the annual amount of business, Vendor's performance, and the continued provision of best value to Cooperative members. With respect to annual amount of business, Vendor must generate the minimum amount specified in the General Information document associated with this Proposal Invitation through the Contract, during both the initial and the first renewal term, or may not be offered a second renewal term. A vendor failure to generate this minimum amount may also be considered by the

Cooperative as part of Vendor's past performance evaluation on future proposal invitations. A renewal must be agreed to by the Cooperative and Vendor.

In the event the Contract term will expire before the Cooperative awards a successor contract for the categories of awarded products or services, the Contract may be extended beyond the expiration date on a month to month basis, or such other term as determined by the Cooperative, upon the agreement of the Cooperative and Vendor, provided that the awarded pricing does not increase during such extension.

2. Prevailing Wages, Bonding and Insurance Requirements

Vendor must comply with any applicable prevailing wage rate requirements under the federal Davis-Bacon or state or local law, including Chapter 2258 of the Texas Government Code.

Vendor must provide any applicable performance and payment bonds as required by law, including Chapter 2253 of the Texas Government Code, or as requested by a Cooperative member. Vendor must maintain appropriate and sufficient insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy, necessary to protect Vendor and the Cooperative and its members from all claims for bodily injury, death, or property damage that might arise from the performance by Vendor or its employees or agents of any service under the Contract; however, the existence of such insurance does not relieve Vendor of full responsibility and liability for damages, injury, death, or loss as described or as otherwise provided by law.

3. Conformity to Item Specifications and Contract Award

Vendor warrants that the products or services Vendor provides under the Contract conform to the item specifications and other requirements of this Proposal Invitation (except to the extent and as specifically noted as deviations in Vendor's Proposal), and are free from all defects in material, workmanship and title. If Vendor deviates from an item specification, including delivering a product other than the specific brand and model of the product awarded, the ordering Cooperative member may reject the product when delivered and terminate the purchase order, at no cost or penalty to the member. Vendor further warrants that all products provided under the Contract meet applicable OSHA standards and regulations, and that any electrical items bear the appropriate listing from US, FMRC, NEMA, or UL Laboratories.

If awarded products are chemicals or other products that customarily require Material Safety Data Sheets (MSDS), Vendor must include the MSDS with the first shipment of the product to a Cooperative member during the Contract term. Vendor must provide additional MSDSs to Cooperative members upon request, promptly and at no additional cost.

4. Awarded Pricing

Awarded pricing may include line item pricing, discount off catalog or pricelist, not-to-exceed hourly labor rates, or other pricing structure as set forth in the Proposal Invitation. Except as provided in this section E.4 or otherwise in this Proposal Invitation, Vendor shall hold its awarded pricing firm during the Contract term.

For awards based on discount off catalog or pricelist, Vendor may submit updated pricelists or catalogs reflecting manufacturer or similar market-wide price increases that occur during the Contract term to the Cooperative, and shall provide upon request such supporting manufacturer documentation as the Cooperative may require. Such pricelists or catalogs must be provided in the same format required by the Proposal Invitation for catalogs and pricelists submitted with Proposals. All pricelist or catalog changes must be supported by manufacturer price changes or similar market changes. The Cooperative reserves the right to reject any or all catalog or pricelist price changes as it deems to be in the best interest of and to provide best value to Cooperative members. Unless otherwise provided in the Proposal Invitation, no catalog or pricelist price increases, including website-based catalogs or pricelists, will be permitted or accepted within 180 days of Vendor's Proposal submission or within 180 days of submission of a prior revised catalog or pricelist. Updated pricelists or catalogs must be limited to awarded products or the pricelist or catalog may be rejected by the Cooperative in its entirety. Vendor must provide the Cooperative with prior notice of catalog and

pricelist changes. Until such time as updated pricelists have been submitted to the Cooperative, or in the event the Cooperative rejects or determines further information is required before accepting a revised catalog or pricelist, Vendor shall be required to continue to apply the prior catalog or pricelist pricing, with applicable discount, to Cooperative members.

For awarded pricing based on hourly labor rates, Vendor may not exceed the awarded pricing during the Contract term unless changes to prevailing wage rates under state, local, or federal law applicable to the work to be performed require higher rates. In such event, the Vendor must notify the Cooperative and provide documentation supporting the required labor rate increase.

All awarded discounts must remain firm during the Contract term.

In the event Vendor decreases the price of awarded products or services for any or all of its other customers in similar market circumstances below the Contract price, Vendor must offer such decreased pricing to Cooperative members.

During the Contract term, Cooperative members may negotiate with Vendor, through the BuyBoard request for quotes (RFQ) function or otherwise, to obtain lower prices for awarded products or services based on volume or other factors.

If it is determined that a Vendor has sold products or services to Cooperative members through the Contract at a price higher than the applicable awarded pricing, Vendor shall be in default of its Contract and subject to termination.

Unless specified otherwise in this Proposal Invitation, the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions is included in the awarded pricing.

5. Packaging, Transportation, and Delivery

Unless otherwise provided for in this Proposal Invitation, all products must be packaged in containers that are new, appropriately designed for the product, and sturdy enough to protect the product during loading, transit, unloading, and storage, and be suitably packed to secure the lowest transportation costs. Products for which palletizing is appropriate must be delivered on standard 48" 4-way pallets in good, serviceable condition.

Vendor is responsible for paying all freight, delivery, handling and other charges incurred in transporting and delivering products to a Cooperative member, and for the risk of loss until the product is delivered to and accepted by the Cooperative member. Freight, delivery, handling and other charges incurred in transporting and delivering products to a Cooperative member are to be prepaid by Vendor. Vendor may collect the actual amount of such charges after delivery and acceptance, provided that the charges (a) were disclosed to the Cooperative member, if requested, and in all instances in which the charges exceed ten percent (10%) of the total cost of the order, prior to shipment; (b) are itemized and shown separately on the member's invoice; and (c) are supported by appropriate documentation submitted with the invoice.

Except for items that have hidden defects or that do not meet specifications, title and risk of loss to products pass to a Cooperative member upon the member's actual receipt and acceptance of the product at the point and time of delivery. Unless otherwise noted in the proposal (as a deviation) or provided in the Purchase Order or Member Construction Contract, Vendor must deliver or provide awarded products or services within ten (10) business days after receipt of a Cooperative member's purchase order. Vendor must immediately notify the Cooperative member's primary contact of any anticipated or actual delay and document the notice in writing, and the member may extend the delivery time or cancel the order if the delay is unacceptable. If the Cooperative member has not received notice of the delay as required by this section, the member may, at its discretion, return to Vendor any items received after the due date, at Vendor's expense and without liability or penalty to the member. When the needs of a Cooperative member require immediate response, the right to pick up products on an "over the counter" basis must be available

for the majority of the awarded products. In these circumstances, the Cooperative member's personnel may pick up the products at Vendor's warehouse location. Additionally, a Cooperative member may request emergency delivery, and Vendor must use its best efforts to comply with rush or emergency requests. If Vendor cannot fulfill the emergency delivery requirement, the member may procure the products or services from alternative sources without penalty. Time is of the essence in Vendor's performance of the Contract.

6. Packing Lists, Invoices and Payments

Packing lists or other suitable shipping documents must accompany each shipment and state: (a) Vendor's name and address; (b) Cooperative member's name and address or delivery location; (c) Cooperative member's Purchase Order number; (d) descriptive information identifying the item(s) delivered, including quantity, item number, product code, item description, and total number of containers; and (e) copies of all product warranties for the item(s) delivered. Vendor must submit separate invoices, in duplicate, on each purchase order after each delivery. Invoices must (a) contain the information stated above; (b) separately itemize any transportation and delivery charges, and include associated documentation; (c) include a properly signed copy of the delivery receipt; and (d) be mailed directly to the ordering Cooperative member. Unless specified otherwise in this Proposal Invitation, the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions is included in the awarded pricing and must not be separately itemized in the invoice.

Payment by the Cooperative member is due after a Cooperative member's receipt and acceptance of ordered products or services and the documentation identified above, including a complete and correct invoice, in accordance with the Prompt Payment Act (Chapter 2251 of the Texas Government Code.) A Cooperative member is not responsible for products delivered or invoiced without a valid purchase order number.

A Cooperative member's obligation to Vendor is payable only and solely from funds available for the purpose of the purchase. Lack of funds will render a member's purchase order null and void to the extent funds are not available and any delivered but unpaid product will be returned to Vendor. Neither the Cooperative nor TASB is liable or responsible for any payment owed Vendor by a Cooperative member under the Contract.

7. Product Inspection, Testing, and Defective Items

Products supplied under the Contract must be delivered in the best possible condition, be covered by the product warranties provided by Vendor and/or the product manufacturer to other customers, and are subject to inspection, testing, and approval by the Cooperative or a Cooperative member. Tests may be performed on samples taken from any regular shipment of the product. In the event a tested product fails to meet or exceed all requirements of the item specifications or these Terms and Conditions and any Member Construction Contract, Vendor must pay the cost of the samples and the testing. Upon receipt of notification from the Cooperative or Cooperative member, Vendor must pick up and replace the defective product within five (5) business days or on the next service date, whichever is sooner, without charge for the replacement or delivery. Additionally, the Cooperative or member may dispose of defective products that are not picked up and replaced by Vendor, without cost. Products damaged in shipment are considered defective for purposes of the foregoing. Latent defects discovered after delivery and acceptance of any products may result in revocation of the acceptance of such products. The Cooperative or Cooperative member must have access to Vendor's place of business during normal business hours for the purpose of inspecting any awarded product.

8. Substitutions

Vendor's Proposal must specify the products or services Vendor proposes to provide under each category of the Proposal Invitation specifications. Vendor shall only be permitted to provide those products or services specified for categories under which Vendor is awarded under the Contract. Except as provided in this section E.8, the Cooperative will not accept substitutions to any of the product(s) listed in the Proposal after a Notice of Award has been issued. If an awarded product or catalog of products is discontinued by the manufacturer and the same manufacturer offers an equivalent replacement product or catalog of products within the same Proposal Invitation specifications and category(ies) for which Vendor was awarded, Vendor may substitute the replacement product for

the awarded product. Vendor shall submit supporting documentation to the Cooperative regarding any substitutions. The Cooperative reserves the right to reject, in its sole discretion, any substitution.

9. Product and Service Guarantees and Warranties

Vendor must not limit or exclude any implied warranties and shall extend such warranties on the awarded product, as well as the installation thereof if such installation is provided by Vendor, as are normally provided to other customers of Vendor. All services shall be performed in a good and workmanlike manner consistent with industry standards. Unless a deviation is submitted by the Vendor with its proposal and accepted by the Cooperative pursuant to section B.4 (Deviations from Item Specifications or General Terms and Conditions) of these Terms and Conditions or unless a different warranty is required by a Cooperative member Purchase Order or supplemental contract, a minimum of a ninety (90)-day product or service guaranty or the manufacturer's standard commercial warranty, whichever is greater, will apply to all awarded products and services. At a minimum, all product warranties must provide for replacement of defective merchandise, parts, and labor, and include pick-up of the defective merchandise from the location specified by the Cooperative member and delivery of the replacement(s) to the same location. In addition, such warranty shall include curing any defects in connection with any Vendor installation of the product at no additional cost to the member. The warranty period is effective from the date the Cooperative member accepts the product or the date the service is completed and accepted by the Cooperative member.

Vendor shall respond to any reasonable requests for information from the Cooperative, its administrator, or a Cooperative member in regards to concerns regarding public health or safety regarding awarded products, including such documentation as may be reasonably requested. In the event of any product recalls affecting awarded products, as soon as practicable, Vendor shall notify in writing both the Cooperative and any Cooperative members who made purchases from Vendor for such recalled products of the recall and proposed action. At a minimum and without waiving any other requirements under law or Cooperative member purchase order, Vendor shall be required with respect to purchasing Cooperative members to take all action required by law or any greater remedy as may be offered by Vendor to other customers with respect to recalled products, including but not limited to, prompt replacement and/or refunds.

10. Multiple Distribution Centers, Single Point of Contact, and Designated Dealers

If Vendor delivers products out of more than one warehouse or distribution center, all warehouses or distribution centers involved in the distribution plan must carry or have timely access to all awarded items and must be able to respond to orders in a timely manner. Unless otherwise specified in this Proposal Invitation, product substitutions are not allowed, and the involvement of multiple distribution centers does not alter the restriction against product substitution.

The Cooperative and Cooperative members will have **one Vendor contact person** for overall contract management relative to the Contract, even if Vendor uses multiple distribution centers or designated dealers, and the Cooperative and its members will not be required to deal with multiple Vendor contacts for overall contract management.

If Vendor is a manufacturer that sells products through a dealer network, Vendor may request to designate a dealer or multiple dealers ("Designated Dealer" or "Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf by completing and submitting to the Cooperative's administrator the information required on the Manufacturer Dealer Designation form contained in the Proposal Invitation, and/or such other form or information as the Cooperative's administrator may reasonably require.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and

remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

Further, Vendor acknowledges and agrees that, if Vendor opts to submit Designated Dealers under the Contract, Vendor is responsible for ensuring the accuracy of, maintaining, and updating the Designated Dealer information provided to the Cooperative and ensuring and confirming such information has been received by the Cooperative's administrator in such form as the Cooperative's administrator may reasonably require. Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative's administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

11. The BuyBoard

The awarded Contract will be posted on the BuyBoard website as an online electronic catalog(s). **Except as expressly authorized in writing by the Cooperative's administrator, neither Vendor nor any Vendor Designated Dealer is authorized to process a Purchase Order received directly from a Cooperative member**, and a Cooperative member that wishes to procure goods or services under the Contract will initiate a Purchase Order through the BuyBoard, which will be transmitted to Vendor or Vendor's Designated Dealer(s). All Purchase Orders generated by or under the contract must be processed through the BuyBoard. To the extent that a Vendor or a Vendor Designated Dealer erroneously processes a Purchase Order received directly from a Cooperative member without express written authorization from the Cooperative's administrator, such actions may be considered in breach of Vendor's obligations under the Contract but shall not alter the nature of the transaction as a BuyBoard purchase or relieve Vendor of the obligation to pay the service fee on such purchase, the intent of the Cooperative member to purchase through the Cooperative contract being paramount. Vendor and any Vendor Designated Dealer must maintain the computer and telephone hardware necessary to provide for the electronic receipt of Purchase Orders, and pay such costs and fees as may be imposed by a supplier or service provider for the software, equipment and service required to use the BuyBoard. To the extent that a Vendor is authorized in writing by the Cooperative administrator to process a Purchase Order received directly from a Cooperative member, Vendor shall be required to comply with all conditions imposed by the Cooperative as a part of such authorization.

12. Service Fee

Vendor must pay the Cooperative the service fee specified in this Proposal Invitation and, unless this Proposal Invitation provides otherwise, the service fee is included in the awarded pricing. Except as otherwise provided in this section E.12, Vendor must remit the service fee to the Cooperative in Austin, Texas, within 30 days of the date of each service fee invoice.

Service fees shall be deemed incurred on the date of Vendor's receipt of payment for products or services by the Cooperative member. To the extent that a Vendor disputes any service fee listed in an invoice, including but not limited to assertions that the purchase on which the fee is based has yet to be delivered or paid (e.g. special orders), was canceled by the Cooperative member, or is a duplicate purchase order, the Vendor must notify the Cooperative of the dispute in writing **no later than the 90th day after the original invoice date** (Dispute Period) by returning a copy of the invoice or statement of outstanding balances to the Cooperative with each disputed item marked and the basis for dispute provided. To the extent that the disputed service fees have been paid by Vendor, any request for a refund must be provided to the Cooperative in writing, with supporting documentation, no later than the last day of the Dispute Period. Vendor agrees to cooperate, and require any Vendor Designated Dealer(s) or billing agent

to cooperate, with the Cooperative in attempting to reconcile and resolve disputed fees, and shall provide such reasonable information and documentation as the Cooperative may require to review the disputed fees to the satisfaction of the Cooperative administrator's staff. Any service fees for which the Cooperative has not received a notice of dispute or request for refund within the Dispute Period as set forth herein shall be deemed conclusively due and owing and no longer subject to dispute or claim for refund.

Unpaid service fees will be subject to collection in accordance with the Cooperative's Board Policy, COOP-852, Vendor Invoicing and Collections.

A Vendor may designate a billing agent to receive Cooperative service fee invoices on Vendor's behalf including, if Vendor is a manufacturer, any Designated Dealer(s) of Vendor's products. Such designation must be made in writing by an authorized representative of Vendor and properly submitted to the Cooperative's administrator in such form as the Cooperative's administrator may reasonably require. However, in so doing, Vendor acknowledges and agrees that such designation shall be for Vendor's convenience only and Vendor shall remain responsible for all obligations under the Contract, including payment of service fees, and shall remain subject to all remedies for default in payment thereof.

Vendor agrees to provide the Cooperative with copies of all Purchase Orders generated by or under the Contract that are received directly from Cooperative members, or such other documentation regarding those Purchase Orders as the Cooperative's administrator may require in its reasonable discretion. Additionally, the Cooperative has the right, upon reasonable written notice, to review Vendor's records pertaining to purchases under the Contract with Cooperative members to verify purchase history and the accuracy of service fees payable from Vendor.

13. Disclaimer of Warranty and Limitation of Liability

THE COOPERATIVE AND TASB (BOTH D/B/A BUYBOARD) DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO THE AVAILABILITY, ACCURACY, CONTENT OR ANY OTHER ASPECT OF ANY INFORMATION, PRODUCT, OR SERVICE FURNISHED UNDER THE CONTRACT AWARD, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITH RESPECT TO ANY AND ALL CAUSES OF ACTION ARISING UNDER OR RELATED TO THE CONTRACT, NEITHER THE COOPERATIVE NOR TASB, NOR THEIR RESPECTIVE OFFICERS, BOARD MEMBERS, EMPLOYEES OR AGENTS, IS LIABLE TO VENDOR UNDER ANY CIRCUMSTANCES FOR LOST REVENUE, DATA OR PROFITS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, EVEN IF THE COOPERATIVE AND/OR TASB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY PROVIDED BY LAW, IN NO EVENT WILL THE COOPERATIVE AND/OR TASB'S TOTAL JOINT LIABILIY TO VENDOR EXCEED THE AMOUNT OF THE SERVICE FEE PAID BY VENDOR DURING THE TWELVE MONTHS IMMEDIATELY PRECEEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

Neither the Cooperative nor TASB is in any way liable to Vendor for a Cooperative member's performance or nonperformance of the member's obligations under the Contract, Purchase Order, or Member Construction Contract.

14. Sales Tax

Cooperative members are governmental entities which are generally exempt by law from the payment of state sales tax and federal excise tax. Vendor may request a Cooperative member to provide a tax exemption certificate, or the member may establish its tax exempt status by including tax exemption information or tax exemption certificate with the purchase order as authorized under law. Vendor is responsible for collecting such taxes, if any, as may be due from a Cooperative member and remitting payment to the appropriate taxing authority.

15. Use of Logo and Trade Name

The BuyBoard trade name and logo are proprietary to TASB and have been specifically licensed by TASB to the Cooperative. Vendor may not use, display, or otherwise distribute the BuyBoard logo or trade name except in strict accordance with the Cooperative's written guidelines posted on the BuyBoard website.

16. Indemnification

Vendor agrees to defend, indemnify, and hold harmless the Cooperative, TASB and Cooperative members, and their officers, board members, agents and employees, from and against all claims, actions, suits, demands, proceeding, costs, damages and liabilities, including court costs and attorney's fees, arising out of or resulting from any acts or omissions of Vendor or its agents, employees, suppliers or contractors or subcontractors in the execution of or performance under the Contract, a purchase order, or Member Construction Contract, as applicable. In no event shall Vendor's obligation to a Cooperative member under this section E.16 be less than the amount a Cooperative member pays Vendor under the purchase order or Member Construction Contract that gives rise to such obligation.

17. Intellectual Property Infringement

Without limiting the scope of section E.16 (Indemnification) of these Terms and Condition, if any claim is asserted, or action or proceeding brought against the Cooperative or a Cooperative member that alleges that all or any part of the products supplied by Vendor, in the form supplied or modified by Vendor, or its subcontractors pursuant to Vendor's sole directions, infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, the Cooperative, upon its awareness, shall give Vendor prompt written notice thereof. Vendor shall defend, and hold the Cooperative and the Cooperative member harmless, against any such claim or action and shall indemnify the Cooperative and Cooperative member against any liability, damages and costs resulting from such claim. In addition, if, in any such suit arising from such claim, the continued use of the product for the purpose intended is enjoined by any court of competent jurisdiction, Vendor shall, at its expense and option, either (a) procure for the Cooperative member the right to continue using the product; (b) modify the product so that it becomes non-infringing; (c) replace the product or portions thereof so that it becomes non-infringing; or (d) allow the Cooperative member to return the product and refund the purchase price (less reasonable depreciation for use.)

18. Remedies for Default and Termination of Contract

Except as otherwise provided for in these Terms and Conditions, either party may terminate the Contract in whole or in part in the event of the other party's substantial failure to fulfill its obligations under the Contract through no fault of the terminating party; provided, however, that the defaulting party is given at least ten (10) business days prior written notice of the default and intent to terminate (delivered by certified mail, return receipt requested, or other method that similarly documents receipt), and a ten (10) business day opportunity to remedy the default to the satisfaction of the terminating party (or, in the event of default based on Vendor's failure to timely remit the service fee due the Cooperative, such longer cure period as may be established by Cooperative policy.)

At the Cooperative's option and in addition to any other remedies it may have available, the Cooperative may terminate the Contract if Vendor fails to adhere to or violates any of the provisions of these Terms and Conditions, including the certifications. Without limiting the scope of the foregoing, one or more of the following constitute grounds for termination:

a) Delivery of product or services that fail to meet the item specifications;
b) Delivery of product or services that are defective or substandard or fail to pass product inspection;
c) Delivery of a product substitution, except as specifically authorized;
d) Failure to meet required delivery schedules;
e) Failure to timely supply the awarded products or services at the contract price;
f) Failure to timely remit any service fee due the Cooperative under the Contract or any other BuyBoard contract with Vendor, it parent company, or affiliates;
g) Failure to provide, within a reasonable time and where required by the Contract, information reasonably requested by the Cooperative including, but not limited to, information requested under section E.12 of these Terms and Conditions;
h) Processing a Purchase Order received directly from a Cooperative member, without prior written approval from the Cooperative's administrator;

i) Providing architectural or engineering services under the Contract that must be procured pursuant to the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code);
j) Selling non-awarded goods or services under the Contract or any other BuyBoard contract with Vendor;
k) Vendor refusal, inability or loss of ability, to offer or provide awarded goods or services to Cooperative members in awarded regions or states unless caused by a Force Majeure event pursuant and subject to section E.19; or
l) Failing to provide a Cooperative member with a copy of the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members before executing a Member Construction Contract with the member or accepting the Cooperative member's Purchase Order for construction-related goods or services, whichever comes first.

Notwithstanding any other provision of this section E.18, in the event of Vendor's default under or breach of any provision in the Contract, the Cooperative reserves the right to enforce the performance of the Contract in any manner prescribed by law or deemed to be in the best interest of the Cooperative or necessary or appropriate to protect or provide best value to Cooperative members. Without limiting the scope of the foregoing, the Cooperative or its administrator may temporarily inactivate (suspend) Vendor from the BuyBoard website and as a BuyBoard vendor, suspend or remove any Vendor Designated Dealer from the BuyBoard website, or require removal of an awarded product with or without prior notice to Vendor, if the Cooperative or its administrator determines that a breach under the Contract or any other BuyBoard contract with Vendor, including nonpayment of service fees, or a potential public health, policy, or safety issue warrants such action, and the temporary inactivation will remain in effect pending further action or termination of the Contract by the Cooperative or its administrator. Vendor remains liable for all obligations and responsibilities incurred prior to and during any temporary inactivation and prior to termination, as applicable.

In the event the Cooperative terminates the Contract, in whole or in part, the Cooperative reserves the right to award the terminated Contract, or any portion thereof, to the next Proposer the Cooperative determines to provide best value to Cooperative members.

A Cooperative member has no authority to terminate the Contract at the Cooperative level for default, but may terminate a Purchase Order or Member Construction Contract or refuse to accept delivery as provided for in these Terms and Conditions or for Vendor's material breach of a term or condition included in a member Purchase Order or Member Construction Contract. Additionally, the Cooperative and Cooperative members may sue for breach of contract and specific performance and, in addition to contract damages, recover attorneys' fees and costs.

Neither the Cooperative nor a Cooperative member will be liable to Vendor for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) resulting from termination based on Vendor's default or breach of contract.

If any delay or failure of performance is caused by a Force Majeure event as described in section E.19 (Force Majeure) of these Terms and Conditions, the Cooperative may, in its sole discretion, terminate the Contract in whole or part, provided such termination complies with the procedures set out above. Any Contract termination resulting from any cause other than a Force Majeure event will be deemed valid reason for not considering any future proposals from the defaulting Vendor.

In the event a Vendor's Contract is terminated under this section E.18, Vendor shall remain responsible for payment of all service fees to the Cooperative for products and services sold to Cooperative members prior to such termination.

19. Force Majeure

The term Force Majeure includes, but is not limited to, governmental restraints or decrees, provided they affect all companies in Vendor's industry equally and are not actions taken solely against Vendor; acts of God (except natural phenomena, such as rain, wind or flood, which are normally expected in the locale in which performance is to take place); work stoppages due to labor disputes or strikes; fires; explosions; epidemics; riots; war; rebellion; or sabotage.

The Cooperative, Cooperative members, and Vendor are required to use due caution and preventive measures to protect against the effects of Force Majeure, and the burden of proving that Force Majeure has occurred rests on the party seeking relief under this section E.19. The claiming party must promptly notify the other party in writing, citing the details of the Force Majeure event, use due diligence to overcome obstacles to performance created by the Force Majeure event, and resume performance immediately after the obstacles have been removed, provided the Contract has not been terminated in the interim.

Delay or failure of performance of the Contract, a Purchase Order, or a Member Construction Contract caused solely by a Force Majeure event will be excused for the period of delay caused solely by the Force Majeure event, provided the party claiming the event promptly notifies the other party in writing. Neither party shall have any claim for damages against the other resulting from delays caused solely by Force Majeure. Neither the Cooperative nor a Cooperative member will be responsible for any cost incurred by Vendor because of the Force Majeure event unless the Cooperative member has requested, in writing, that Vendor incur such cost in connection with any delay or work stoppage caused by the Force Majeure event.

Notwithstanding any other provision of this section E.19, in the event Vendor's performance of its obligations under the Contract is delayed or stopped by a Force Majeure event, the Cooperative may, at its sole option, terminate the Contract in accordance with section E.18 (Remedies for Default and Termination of Contract) of these Terms and Conditions. This section E.19 does not limit or otherwise modify any of the Cooperative's rights as provided elsewhere in the Contract.

F. Miscellaneous

1. Assignment

Vendor may not sell, assign, transfer, convey or subcontract any responsibility or obligation created by the Contract in regards to the Cooperative without the Cooperative's prior written consent. A Vendor wishing to assign, transfer, or convey all or any portion of an awarded Contract shall submit a written request to the Cooperative, preferably at least 60 days before the projected effective date of the assignment and provide such information as the Cooperative may require to process and consider the request.

Approval or denial of an assignment request shall be within the sole discretion of the Cooperative, and a vendor not awarded a Contract through the Proposal Invitation process has no right or vested interest to assignment of an awarded Contract. In determining whether to consent, the Cooperative may consider any relevant factors, including whether the person to which the sale, assignment, transfer, conveyance or subcontract is proposed is bound to and will honor all obligations and responsibilities imposed on Vendor under the Contract, including awarded pricing, and the best interest of and value to Cooperative members. Vendor's attempted sale, assignment, transfer, conveyance or subcontracting of any part of the Contract except in compliance with this section F.1 is void and ineffective.

If Vendor ceases distribution of an awarded product for any reason during the Contract term, including ceasing distribution in one or more regions or states designated by Vendor in its Texas Regional Service Designation or State Service Designation forms, and the Cooperative determines that continued availability of the product provides best value to Cooperative members, the Cooperative reserves the right to place the manufacturer of such product on the BuyBoard for the remainder of the Contract term for any or all regions or states in which Vendor has ceased distribution, in which event Vendor's Contract for such product will be deemed assigned to the product manufacturer.

2. Notices
Unless otherwise provided for in this Proposal Invitation, any written notice or other communication required by the Contract or by law will be conclusively deemed to have been given and received on the third business day after such written notice has been deposited in the U. S. Mail, properly addressed, and with sufficient postage affixed thereto, provided that actual notice may also be given in any other manner used in commerce.

If the conclusion of any time period provided for in these Terms and Conditions falls on a weekend or a federal holiday, the conclusion of such time period shall be deemed to be extended until the next business day. Otherwise, references to time periods measured by days shall mean calendar days unless business days are specifically designated.

3. Equal Employment Opportunity (EEO) Disclosures
Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the state in which Vendor's primary place of business is located. In accordance with such laws, regulations and executive orders, Vendor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status, disability or genetic information, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Vendor under the Contract. Upon request, Vendor will furnish information regarding its nondiscriminatory hiring and promotion policies.

4. Applicable Law, Venue and Dispute Resolution
The Contract is governed by and will be construed according to the laws of the State of Texas, including the Uniform Commercial Code (UCC) as adopted in the State of Texas as effective and in force on the date of the Contract. Venue for any litigation concerning the Cooperative or TASB lies in Austin, Travis County, Texas, and venue for any litigation between a Cooperative member and Vendor arising under the Contract lies in the home county of the member. The parties have the mutual affirmative duty to attempt to resolve any disputes that arise under the Contract in good faith at the least possible expense prior to the initiation of any type of judicial or administrative proceeding.

5. Waiver
No claim or right arising out of a breach of the Contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. A party's failure to require strict performance of any provision of the Contract does not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision.

6. Interpretation – Parol Evidence
This writing is intended by the parties as a final expression of their agreement and a complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties and no usage of the trade is relevant to supplement or explain any terms used in the Contract. Acceptance or acquiescence in a course of performance rendered under the Contract is not relevant to and does not determine the meaning of the Contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.

7. Right to Assurance
Whenever the Cooperative in good faith has reason to question Vendor's intent to perform, the Cooperative may demand that Vendor give written assurance of its intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the Cooperative may treat the failure as an anticipatory repudiation of the Contract.

8. Non-Appropriations Clause
Texas law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. A Cooperative member that is a governmental entity (a) reserves the right to rescind a multi-year purchase order or other agreement to purchase products or services under the Contract at the end of the member's

fiscal year if it is determined that funding is not available to extend the agreement; and (b) will use its best efforts to attempt to obtain and appropriate funds for payment.

9. Invalid Term or Condition
If any term or condition of the Contract is held invalid or unenforceable, the remainder of the Contract will not be affected and will be valid and enforceable.

10. Remedies Cumulative
The remedies available to the Cooperative, a Cooperative member, or Vendor under this Contract are in addition to any other remedies that may be available under law or in equity.

11. Signatures
Except as required pursuant to section B.13 (Proposal Signatures) of these Terms and Conditions with respect to Proposals and related documentation or as otherwise specifically required in these Terms and Conditions, all notices, requests, amendments and other written documentation required or authorized under the Contract may be provided by facsimile or as an imaged document, and an electronic, facsimile or imaged signature shall be deemed an original.

12. Right of Setoff
Any indebtedness or obligation owed by Vendor or Vendor's affiliates to the Cooperative may be appropriated and applied by the Cooperative at any time, and from time to time, on any indebtedness or other obligation owed by the Cooperative to Vendor or Vendor's affiliates, whether such indebtedness or other obligations are now existing or hereafter arise, and whether under the Contract or otherwise. It is further understood and agreed that this right of setoff is in addition to, and not in lieu of, any other right, remedy or recourse which is available to the Cooperative either at law or equity, and that failure to exercise such right of setoff in any instance shall not constitute a waiver of such right.

12007 Research Boulevard · Austin, Texas 78759-2439
PH: 800-695-2919 · FAX: 800-211-5454 · www.vendor.buyboard.com

Bonding Regulatory Notice

BuyBoard contract pricing does not include bonding or insurance. Each entity must assess their individual projects to determine the need for bonding and insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy. If required, it is the responsibility of each entity to obtain such bonding and insurance or confirmation of coverage, as applicable, from the vendor.

Also, each entity must assess their individual projects to determine whether the project is subject to prevailing wage rate requirements under the federal Davis Bacon Act or state or local law. If any such requirements apply, it is the responsibility of each entity to take appropriate action to determine compliance by the vendor.

The Texas Professional Services Procurement Act, Chapter 2254 of the Texas Government Code ("Act"), prohibits a governmental entity from using a competitive bid process that initially considers price in the procurement of professional services covered under the Act. "Professional services" under the Act includes, but is not limited to, professional engineering, architecture, accounting, landscape architecture, land surveying, and real estate appraisal services. Additionally, the Texas Interlocal Cooperation Act provides that a governmental entity may not use an interlocal contract with a purchasing cooperative to purchase engineering or architectural services (Texas Government Code, Section 791.011(h)). BuyBoard® contracts do not, and are not intended to, include professional services that must be procured in accordance with the Act. Cooperative members are reminded that they must comply with the Act whenever a contract includes professional services as a component part, and may not procure engineering or architectural services through a BuyBoard contract.

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

February 17, 2022

Sent via email to: eric.kennedy@spawglass.com

Eric Kennedy
SpawGlass Contractors, Inc.
3008 W. Spur 54
Harlingen TX 78552

Re: Job Order Contracting (RSMeans)
BuyBoard Contract 581-19

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Job Order Contracting (RSMeans), Contract 581-19 effective April 1, 2019 through March 31, 2021, with three possible one-year renewals. At this time, the BuyBoard is renewing your contract through March 31, 2023.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at lisa.maraden@tasb.org prior to the start of the renewal term.

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of $15,000 annually or they may not be offered a contract renewal.

If you have questions or comments concerning this renewal, please contact me as soon as possible at lisa.maraden@tasb.org. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Lisa Maraden
Contract Administrator

End of Exhibit "B"

1st renewal v.02.13.2020

EXHIBIT "C"

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"

GOVERNMENT CODE

TITLE 10. GENERAL GOVERNMENT

SUBTITLE F. STATE AND LOCAL CONTRACTS AND FUND MANAGEMENT

CHAPTER 2253. PUBLIC WORK PERFORMANCE AND PAYMENT BONDS

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 2253.001. DEFINITIONS. In this chapter:

(1) "Governmental entity" means a governmental or quasi-governmental authority authorized by state law to make a public work contract, including:

(A) the state, a county, or a municipality;

(B) a department, board, or agency of the state, a county, or a municipality; and

(C) a school district or a subdivision of a school district.

(2) "Payment bond beneficiary" means a person for whose protection and use this chapter requires a payment bond.

(3) "Prime contractor" means a person, firm, or corporation that makes a public work contract with a governmental entity.

(4) "Public work contract" means a contract for constructing, altering, or repairing a public building or carrying out or completing any public work.

(5) "Public work labor" means labor used directly to carry out a public work.

(6) "Public work material" means:

(A) material used, or ordered and delivered for use, directly to carry out a public work;

(B) specially fabricated material;

(C) reasonable rental and actual running repair costs for construction equipment used, or reasonably required and delivered for use, directly to carry out work at the project site; or

(D) power, water, fuel, and lubricants used, or ordered and delivered for use, directly to carry out a public work.

(7) "Retainage" means the part of the payments under a public work contract that are not required to be paid within the month after the month in which the public work labor is performed or public work material is delivered under the contract.

(8) "Specially fabricated material" means material ordered by a prime contractor or subcontractor that is:

(A) specially fabricated for use in a public work; and

(B) reasonably unsuitable for another use.

(9) "Subcontractor" means a person, firm, or corporation that provides public work labor or material to fulfill an obligation to a prime contractor or to a subcontractor for the performance and installation of any of the work required by a public work contract.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993. Amended by Acts 1999, 76th Leg., ch. 62, Sec. 8.20, eff. Sept. 1, 1999.

Sec. 2253.002. EXEMPTION. This chapter does not apply to a public work contract entered into by a state agency relating to an action taken under Subchapter F or I, Chapter 361, Health and Safety Code, or Subchapter I, Chapter 26, Water Code.

Added by Acts 1997, 75th Leg., ch. 793, Sec. 18, eff. Sept. 1, 1997.

SUBCHAPTER B. GENERAL REQUIREMENTS; LIABILITY

Sec. 2253.021. PERFORMANCE AND PAYMENT BONDS REQUIRED. (a) A governmental entity that makes a public work contract with a prime contractor shall require the contractor, before beginning the work, to execute to the governmental entity:

(1) a performance bond if the contract is in excess of $100,000; and

(2) a payment bond if:

(A) the contract is in excess of $25,000, and the governmental entity is not a municipality or a joint board created under Subchapter D, Chapter 22, Transportation Code; or

(B) the contract is in excess of $50,000, and the governmental entity is a municipality or a joint board created under Subchapter D, Chapter 22, Transportation Code.

(b) The performance bond is:

(1) solely for the protection of the state or governmental entity awarding the public work contract;

(2) in the amount of the contract; and

(3) conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents.

(c) The payment bond is:

(1) solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply public work labor or material; and

(2) in the amount of the contract.

(d) A bond required by this section must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas Insurance Code).

(e) A bond executed for a public work contract with the state or a department, board, or agency of the state must be payable to the state and its form must be approved by the attorney general. A bond executed for a public work contract with another governmental entity must be payable to and its form must be approved by the awarding governmental entity.

(f) A bond required under this section must clearly and prominently display on the bond or on an attachment to the bond:

(1) the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or

(2) the toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521, Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number.

(g) A governmental entity may not require a contractor for any public building or other construction contract to obtain a surety bond from any specific insurance or surety company, agent, or broker.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY
Date Received

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

N/A

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

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

N/A

Name of Officer

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

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

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

7

Signature of vendor doing business with the governmental entity

8/17/23

Date

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

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Martin Vega, Senior Planner
Date:	Tuesday, September 5, 2023
Agenda #:	Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 235-2023-019**, to rezone from Residential Estate (RE) to Commercial Corridor (CC) to allow the expansion of an existing medical office for Lot 12, Jose Almaraz Subdivision, Cameron County, Texas, located at 3125 West Alton Gloor Boulevard, Brownsville, Texas 78520, as shown in Exhibit "A". (District 4) (Tabled 08-15-2023) (Planning & Redevelopment Department)

Summary:
Property representative, T. Mark Blakemore, proposes to change the Zoning Designation for Lot 12, Jose Almaraz Subdivision, Cameron County, Texas, located at 3125 West Alton Gloor Boulevard, Brownsville, Texas 78520. The applicant requests to rezone the subject property from Residential Estate (RE) to Commercial Corridor (CC) for the purpose of expanding an already existing medical office.

The predominant land use in the surrounding area is single-family dwelling. Additional uses, such as undeveloped land and commercial business are also present within proximity of the subject property.

The property is located within the Town Corridor. The proposed use/zoning designation is consistent with the Future Land Use Map.

There were concerns regarding storm drainage at the Planning and Zoning Commission meeting on August 3, 2023 and at the City Commission meeting on August 15, 2023. City Commission tabled the item to allow staff to review the drainage issues and/or mitigation plan with the applicant. Staff in Engineering and Public Works (EPW) met with the applicant to address the flooding. The City Engineer is in agreement with the flood mitigation plan proposed by the applicant.

Project Scope and Analysis:
The subject property currently harbors an existing medical office. The property owner wishes to expand the existing structure to run the financial operations of the medical office out of the

proposed addition. To accommodate the proposed expansion, the property must be rezoned to Commercial Corridor (CC) due to the current zoning (RE) only permitting single-family residential uses on large lots.

Staff finds that the requested zoning reclassification is adequate and would fit into the character of the surrounding development.

Funding:

Source: Fiscal Dept. Approval Not Required

Amount: N/A

Local Contribution if Applicable: N/A

Recommendation:

There were concerns regarding storm drainage at the Planning and Zoning Commission meeting on August 3, 2023. The Planning and Zoning Commission approved this rezoning from Residential Estate (RE) to Commercial Corridor (CC).

This item was tabled by City Commission at 1st Reading on August 15, 2023.

Commission Pillar:

Planning & Redevelopment

Attachments:

1. Binder 235-2023-019
2. First Reading Zoning Case 090523 (2nd Appearance of Tabled Item)
3. Abraham Site Plan with Elevations
4. Response from Engineering

City of Brownsville Planning and Redevelopment Department
1034 E. Levee St. 2nd Floor, Brownsville, Texas 78520
Telephone: 956.548.6150

Zoning Division:
zoning@brownsvilletx.gov

Multi-Process Application / Aplicación Multiproceso

General Information / Información General:

Applicant Information / Información del Solicitante

Date / Fecha: June 12, 2023	☐ Owner / Nombre del Propietario ■ Representative or Agent / Representante o Agente	
Applicant Name / Nombre del Solicitante: T. Mark Blakemore, Attorney, PC		
Address / Dirección: 750 East Los Ebanos Boulevard, Suite C		
City / Ciudad: Brownsville	State / Estado: Texas	Zip / Código Postal: 78520-4865
Phone Number / Numero Telefónico: 956-541-5900	Fax: 956-541-5905	
E-mail / Correo Electrónico: tmblakemore@tmb-atty.com		

Property Information / Información de la Propiedad

Is the Property Subdivided? / ¿La propiedad está subdividida? ■ Yes / Sí ☐ No, If the answer is no, provide survey map and or metes and bounds / Si la respuesta es no, proporcione un plano catastral (del terreno) y / o medidas y límites		
Property Address / Dirección de la Propiedad: 3125 West Alton Gloor Boulevard - East Parking Lot		
Subdivision / Subdivisión: JOSE R. ALMAREZ SUBDIVISION	Lot / Lote: 12	Block / Bloque:
Property Tax ID / Identificación del impuesto: 75 - 7985 - 0000 - 0120 - 00	Gross Acreage / Superficie en Acres: 0.312 acre	
Location Description / Descripción de la Ubicación: adjacent to and East of 3125 West Alton Gloor Boulevard		
Current Zoning / Zonificación Actual : RE	Proposed Zoning / Zonificación Propuesta: CC	
Proposed Use / Uso propuesto: Office	Overlay District:	

Application Type / Tipo de Aplicacion:

☐ **I. Specific Use Application / Solicitud Para Plan de Uso Específico**
■ **II. Zoning Application / Solicitud de Zonificación**
☐ **III. Planned Development Application / Solicitud de Distrito de Desarrollo Planificado**
☐ **IV. Board of Adjustment Application / Aplicación al Comité de Ajuste**

Required Documentation for ALL applications:

■ Application / Solicitud
■ Full payment of the application fee / Pago completo de la tarifa de solicitud
■ Copy of tax certificate / Copia del Certificado Fiscal / Impuestos
■ Deed of the subject property / Escritura de la propiedad en cuestión
Survey if property is not subdivided / Proporcione un plano catastral (del terreno), si la propiedad no esta subdividida
■ Notarized authorization letter from the owner (if the application is signed by the representative and/or buyer) / Carta de autorización notariada del propietario (si la solicitud está firmada por el representante y / o el comprador)
■ Copy of Certificate of Formation Limited Liability Company (if applicable) / Copia del Certificado de Empresa de Responsabilidad Llimitada (si corresponde)
☐ Copy of Property Sale Agreement or Contract (if buyer is the applicant) / Copia del acuerdo o contrato de venta de la propiedad (si el comprador es el solicitante)

See additional requirements listed below for each application type /
Consulte los requisitos adicionales que se enumeran a continuación para cada tipo de aplicación

*No incomplete applications will be accepted / No se aceptarán solicitudes incompletas

I. Specific Use Application Fee / Tarifa de la Solicitud Pada Plan de Uso Específico

Multi-Family / Office / Commercial / Retail / Industrial: Multifamiliar / Oficina / Comercial / Minorista / Industrial:	Single Family: Unifamiliar:
☐ 0 – 1 Acres...$500 ☐ 1 – 5 Acres...$750 ☐ 5 – 10 Acres...$1,000 ☐ 10 and Up ... $1,250	☐ 0 – 1 Acres...$250 ☐ 1 – 10 Acres...$500 ☐ 10 and Up ... $1,000

Additional Required Documentation / Documentación Requerida

☐ Site Plan / Plan de Sitio

- **Refer to Unified Development Code 4.2.7 Specific Use Permit / Consulte el Código de Desarrollo Unificado 4.2.7 Permiso de Uso Específico**
- **Refer to Unified Development Code 4.6.9 Wireless Transmission for requirements / Consulte el Código de Desarrollo Unificado 4.6.9 Transmisión Inalámbrica para conocer los requisitos**

II. Zoning Application Fee / Tarifa de la Solicitud de Zonificación

Multi-Family / Office / Commercial / Retail / Industrial: Multifamiliar / Oficina / Comercial / Minorista / Industrial:	Single Family: Unifamiliar:
■ 0 – 1 Acres...$500 ☐ 1 – 5 Acres...$750 ☐ 5 – 10 Acres...$1,000 ☐ 10 and Up ... $1,500	☐ 0 – 1 Acres...$250 ☐ 1 – 10 Acres...$500 ☐ 10 and Up ... $1,000

III. Planned Development Application Fee / Tarifa Para Solicitud de Distrito de Desarrollo Planificado

☐ General Development Plan / Plan General de Desarrollo $
☐ Final Development Plan / Plan de Desarrollo Final $
☐ Planned Development Amendment / Enmienda de Desarrollo Planificado $

Additional Required Documentation / Documentación Requerida

☐ Planned Development Master Plan / Plan Maestro de Desarrollo Planificado
- ☐ Design Statement / Declaración de Diseño
- ☐ Concept Plan/ Plan Conceptual

IV. Board of Adjustment Application / Aplicación al Comité de Ajuste

☐ Variance / Variación de Zonificación ☐ Special Exception / Excepción Especial	☐ $250

Description / Descripción

Provide a brief description of your request / Proporcione una breve descripción de su solicitud:

Additional Required Documentation / Documentación Requerida

☐ A digital copy in PDF format of a survey that is sealed and signed by a professional land surveyor./Una copia digital en formato PDF del plato catastral (del terreno) sellado y firmado por un agrimensor profesional.
☐ A digital copy of the site plan in PDF format./Una copia digital del plano del sitio en formato PDF.
☐ A letter fully explaining request / Una carta que explique completamente la solicitud
☐ All supplemental material to be presented to Board Members (pictures, letters of support, etc.) / Todo el material complementario que se presentará a los miembros del comité (fotografías, cartas de apoyo, etc.)

Applicant Signature / Firma del Solicitante:

(If the application is signed by the representative a notarized letter from the owner is required with this application / Si la solicitud está firmada por el representante, se requiere una carta notariada del propietario con esta solicitud)	Date / Fecha: 6-27-2023

Office Use Only /Sólo Para Uso Oficial

Case Number:	Application Fee:	Code:
Application Processed by:	Date:	

*No incomplete applications will be accepted / No se aceptarán solicitudes incompletas

ORDINANCE NUMBER 235-2023-019

AN ORDINANCE AMENDING THE "CITY ZONING ORDINANCE" BY AMENDING THE OFFICIAL ZONING ATLAS; 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 so to rezone from Residential Estate (RE) to Commercial Corridor (CC) for Lot 12, Jose Almaraz Subdivision, Cameron County, Texas, located at 3125 West Alton Gloor Boulevard. Brownsville, Texas 78520.

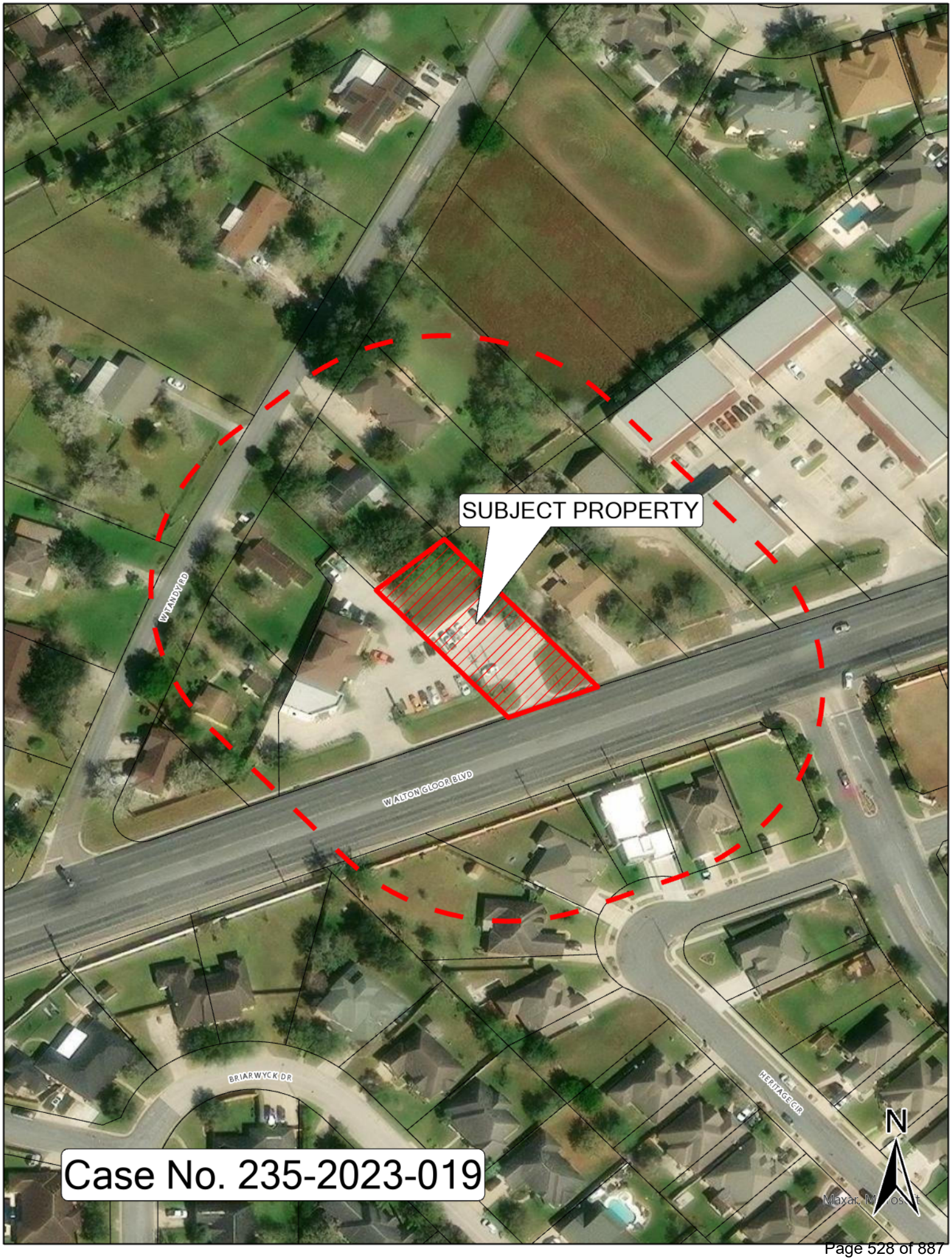
Section 2. That all provisions of the City of Brownsville Unified Development Code are incorporated herein by reference and declared to be a part hereof; and that this ordinance shall become effective on the earliest date allowed by law.

INTRODUCED at a public hearing on **September 5, 2023**. Passed at First Reading on **September 5, 2023**. PASSED at Second and Final Reading and ADOPTED, APPROVED, and ENACTED on **September 19**, **2023**.

(SEAL)

BY: _____
John Cowen Jr.
Mayor

ATTEST: _____
Yolanda Galarza-Gomez
City Secretary


SUBJECT PROPERTY
W TANDY RD
W ALTON GLOOR BLVD
BRIARWYCK DR
HERITAGE CIR
N
Case No. 235-2023-019

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

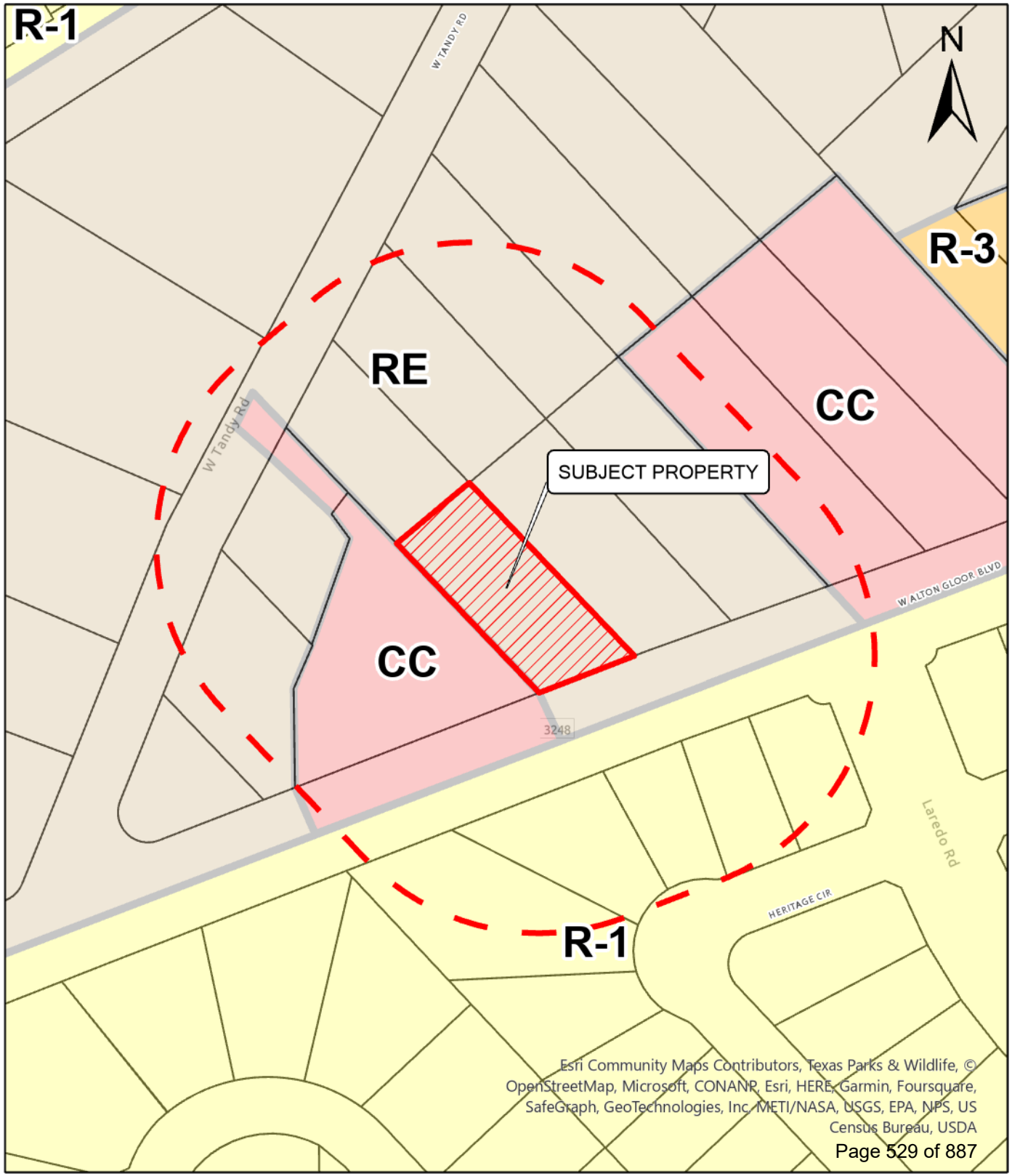
EXHIBIT "A"

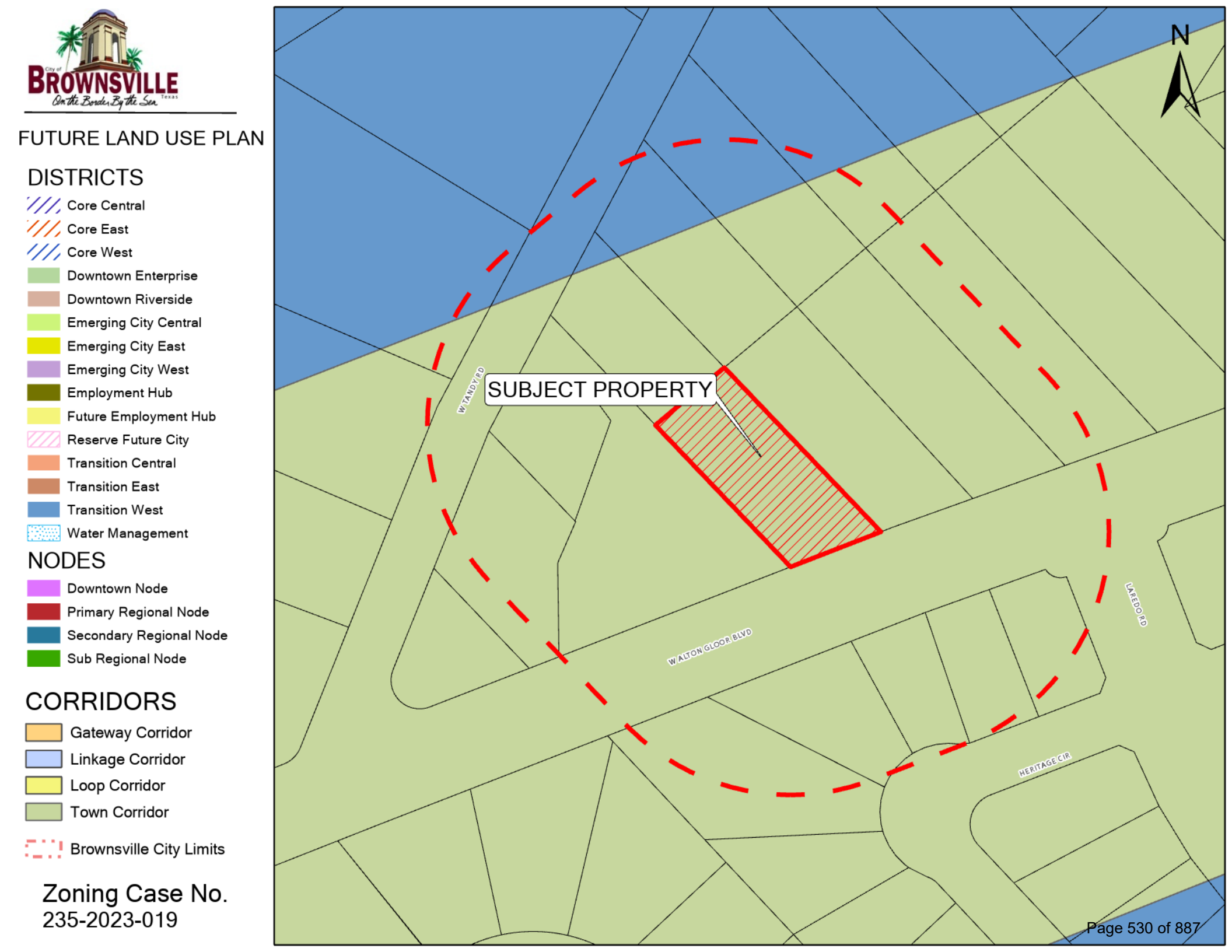
Rezoning request:
Case # 235-2023-019

Current Zoning:
RE, Residential Estate

Proposed Zoning:
CC, Commercial Corridor

Brownsville Electoral District #4




FUTURE LAND USE PLAN
DISTRICTS
Core Central
Core East
Core West
Downtown Enterprise
Downtown Riverside
Emerging City Central
Emerging City East
Emerging City West
Employment Hub
Future Employment Hub
Reserve Future City
Transition Central
Transition East
Transition West
Water Management
NODES
Downtown Node
Primary Regional Node
Secondary Regional Node
Sub Regional Node
CORRIDORS
Gateway Corridor
Linkage Corridor
Loop Corridor
Town Corridor
Brownsville City Limits
Zoning Case No.
235-2023-019
SUBJECT PROPERTY
W TANDY RD
W ALTON GLOOR BLVD
LAREDO RD
HERITAGE CIR
N

STAFF REPORT

Planning & Redevelopment Department
Zoning Division
1034 E. Levee St. 2nd Floor
Brownsville, TX 78520
(956) 548-6150

APPLICATION DETAILS

Applicant/Representative: T. Mark Blakemore
Property Address: 3125 West Alton Gloor Boulevard
Application Type: Rezone
Current Zoning: Residential Estate (RE)
Application Date: June 28, 2023
CC Meeting Dates: 1st – August 15, 2023/ 2nd – Sept. 19, 2023
Overlay(s): N/A
No. of Mail-outs: 15

Geo ID: 75-7985-0000-0120-00
Case No.: 235-2023-019
Proposed Use: Expansion of Existing Medical Office
Proposed Zoning: Commercial Corridor (CC)
P&Z Date: August 3, 2023
Electoral District: 4
Annexation Year: 1985 - 1992
Opposition: No Verbal or Written Opposition

PROPERTY DETAILS

Legal Description: Lot 12, Jose Almaraz Subdivision, Cameron County, Texas, located at 3125 West Alton Gloor Boulevard, Brownsville, Texas 78520.
Roadway Frontage: The subject property is fronting West Alton Gloor Boulevard, a primary arterial.
Predominant Land Use: The predominant land use within the area is Single-Family Dwelling.

ABUTTING LAND USES (*SEE ATTACHED AERIAL VIEW MAP)*

North: Undeveloped Land and Single-Family Dwelling
East: Undeveloped Land, Single-Family Dwelling, and Commercial Business
South: Single-Family Dwelling
West: Single-Family Dwelling and Commercial Business

EXISTING ZONING DESIGNATIONS (*SEE ATTACHED ZONING MAP)*

North: Residential Estate (RE) and Residential Single-Family (R-1)
East: Residential Estate (RE), Residential Transition (R-3), and Commercial Corridor (CC)
South: Residential Single-Family (R-1)
West: Residential Estate (RE) and Commercial Corridor (CC)

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 Town Corridor. Land uses in the Town Corridor are primarily residential, with small clusters of commercial land uses at regularly spaced intervals. Residential land uses should be primarily single family with attached townhomes and some larger lots with an average density of 3 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 surrounding area, it is the opinion of staff that the proposed zoning/use would generally be compatible with surrounding uses and would not create significant or burdensome demands on public facilities such as water, wastewater, and transportation. In general, the proposed zoning/use would fit into the character of the neighborhood without having adverse impacts on the area.

STAFF RECOMMENDATION

Based upon the analysis presented in this report and based on observations from the Planning and Redevelopment Department, staff recommends approval of the zoning request from Residential Estate (RE) to Commercial Corridor (CC).

Planning and Redevelopment Department
Zoning Division
1034 E. Levee St. 2nd Floor
Brownsville, TX 78520
(956) 548-6150

Tabled Item-2nd Appearance at First Reading

CITY COMMISSION HEARING DATE: SEPTEMBER 5, 2023

Case Number	*Electoral District*	*Application Type*	*Property Address*	*Applicant/ Representative Name*	*Zoning Change*	*Reason for Request*	*Opposition*
235-2023-019 **TABLED AT 1ST READING ON AUG. 15, 2023**	4	Rezone	3125 West Alton Gloor Boulevard	T. Mark Blakemore	To rezone from Residential Estate (RE) to Commercial Corridor (CC)	To allow the expansion of an existing medical office	Concerns: • Proper drainage • Flooding of adjacent properties



F.M. 3248 (Alton Gloor Street)

Site Plan

Scale: 1"=20'

Fw: Dr. Abraham Rezone property 235-2023-019

Retention: General (10 years) Expires: Mon 8/22/2033 9:25 AM

CL Carlos Lastra

To: Martin Vega; Doro Garcia; Alejandro Gutierrez

Fri 8/25/2023 9:25 AM

Martin,
Good morning. The plan clearly shows that the proposed elevations have the flow away from the neighboring properties. The storm runoff flows into the detention pond on the southeast corner of the property and into a storm inlet. This looks good.

Respectfully,
Carlos

Carlos Lastra, P.E.
City Engineer

City of Brownsville| Engineering & Public Works Department
404 E. Washington| Brownsville, Texas 78520
Tel. 956 547-6812

...

MV Martin Vega

To: Doro Garcia; Carlos Lastra

Fri 8/25/2023 9:05 AM

Abraham Site Plan.pdf
186 KB

Good morning gentlemen,

Let me know if the attached plan looks good so that I can upload to CivicClerk. Mr. Delgado added the elevations as requested.

Martin Vega

Retention: General (10 years) Expires: Mon 8/22/2033 8:48 AM

GD Gabriel Delgado <jabril12355@gmail.com>

To: Martin Vega

Fri 8/25/2023 8:48 AM

Cc: Doro Garcia; Carlos Lastra; Alejandro Gutierrez

Abraham Site Plan.pdf
Downloaded

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Felix Sauceda, Jr., Police Chief
Date:	Tuesday, September 5, 2023
Agenda #:	Public Hearing and **ACTION** to authorize the City of Brownsville Police Department to apply for the Fiscal Year 2023 Edward Byrne Memorial Justice Assistance Grant Program Application #GRANT13939013 in the amount of $79,621.00, as budgeted. (Brownsville Police Department)

Summary:
The City of Brownsville will serve as the fiscal agent for the FY 2023 Edward Byrne Memorial Justice Assistance Grant. Funding from this grant will be divided among the City of Brownsville and Cameron County. The City of Brownsville will receive $61,820.00 and Cameron County $17,801.00. The U.S. Department of Justice, Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA), require the application be available for review by the fiscal agent's governing body and to the public for comment. All entities propose purchasing various equipment items. Due to city and county budget cuts, this funding will provide necessary equipment for these agencies.

Project Scope and Analysis:
Public Hearing is a requirement for the FY 2023 Edward Byrne Memorial Justice Assistance Grant.

Funding:

Source: n/a

Amount: 0

Local Contribution if Applicable: No Local Match

Recommendation:
Staff Recommended Approval

Commission Pillar:
Public Safety

Attachments:

1. FY 2023 JAG Grant Application #GRANT13939013

Standard Applicant Information

Project Information

Project Title

FY 2023 Edward Byrne Memorial Justice Assistance Grant

Proposed Project Start Date

10/1/22

Proposed Project End Date

10/1/26

Federal Estimated Funding (Federal Share)

79621.0

Applicant Estimated Funding (Non-Federal Share)

0.0

Program Income Estimated Funding

0.0

Total Estimated Funding

79621.0

Areas Affected by Project (Cities, Counties, States, etc.)

No items

Type Of Applicant

Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

— —

Type of Applicant 3: Select Applicant Type:

— —

Other (specify):

— —

Application Submitter Contact Information

Application POC Prefix Name

Mrs.

Application POC First Name

Helen

Application POC Middle Name

— —

Application POC Last Name

Ramirez

Application POC Suffix Name

— —

Organizational Affiliation

— —

Title

City Manager

Email ID

helen.ramirez@brownsvilletx.gov

Phone Number

956-548-6005

Fax Number

— —

ORINumber

— —

Executive Order and Delinquent Debt Information

Is Application Subject to Review by State Under Executive Order 12372? *

c. Program is not covered by E.O. 12372.

Is the Applicant Delinquent on Federal Debt?

No

SF424 Attachments (3)

Name	Date Added
Form SF424_4_0-V4.0.pdf	7/14/23

Name	Date Added
Form SFLLL_2_0-V2.0.pdf	7/14/23

Name	Date Added
GrantApplication.xml	7/14/23

Authorized Representative

Authorized Representative Information

Prefix Name

Mrs.

First Name	Middle Name	Last Name	Suffix Name
Helen	— —	Ramirez	— —

Title

Interim City Manager

Verify Legal Name, Doing Business As, and Legal Address

Legal Name

BROWNSVILLE, CITY OF

Doing Business As

UEI

DCJTF4NGTW78

Legal Addess

Street 1

P.O. BOX 911 ATTN: FINANCE

Street 2

City	State	Zip/Postal Code
BROWNSVILLE	TX	78520

CongressionalDistrict	Country
34	USA

Certification

The legal name + Doing Business As (DBA) and legal address define a unique entity in the system as represented in its entity profile. The profile legal name and address is applicable to ALL applications and awards associated to this fiscal agent.

1. If this information is correct confirm/acknowledge to continue with completion of this application.

I confirm this is the correct entity.

Signer Name

Samantha Cienfuegos

Certification Date / Time

08/21/2023 09:20 AM

2. If the information displayed does not accurately represent the legal entity applying for federal assistance:

a. Contact your Entity Administrator.

b. Contact the System for Award Management (SAM.gov) to update the entity legal

name/address.

3. If the above information is not the entity for which this application is being submitted, Withdraw/Delete this application. Please initiate a new application in Grants.gov with using the correct UEI/SAM profile.

Proposal Abstract *

The jurisdictions of the City of Brownsville and the Cameron County Sheriff's Office, the subawardee, will use JAG funds for purchasing new equipment. Specifically, the City of Brownsville will use JAG funds to purchase technical equipment, such as computers, monitors, televisions, and a scanner. The Cameron County Sheriff's Office will use JAG funds to purchase technical and safety equipment.

Proposal Narrative

Name	Category	Created by	Application Number	Date Added
FY23 JAG Narrative.docx	Proposal Narrative	Samantha Cienfuegos	— —	08/25/2023

Budget and Associated Documentation

Budget Summary

Budget / Financial Attachments

Budget Worksheet and Budget Narrative *

Name	Category	Created by	Application Number	Date Added
Budget Detail Worksheet.XLSM	Budget Worksheet and Budget Narrative (attachment)	Samantha Cienfuegos	——	08/25/2023

Indirect Cost Rate Agreement

No documents have been uploaded for Indirect Cost Rate Agreement

Financial Management Questionnaire (Including applicant disclosure of high-risk status) *

Name	Category	Created by	Application Number	Date Added
COB Financial Capability Questionnaire 7-21-2022_A-459677 $281$29.pdf	Financial Management and System of Internal Controls Questionnaire (including applicant disclosure of high-risk status)	Samantha Cienfuegos	——	08/25/2023

Disclosure of Process Related to Executive Compensation

No documents have been uploaded for Disclosure of Process Related to Executive Compensation

Additional Attachments

Name	Category	Created by	Application Number	Date Added
JAG 2023	Budget Other	Samantha		

Approval of Funds.pdf		Cienfuegos	Number — —	08/25/2023

	Name	Category	Created by	Application Number	Date Added
	FY 23 JAG Budget Proposal.pdf	Budget Other	Samantha Cienfuegos	— —	08/25/2023

Budget and Associated Documentation

	Year 1	Total
Personnel		$0.00
Fringe Benefits		$0.00
Travel		$0.00
Equipment		$0.00
Supplies		$0.00
Construction		$0.00
SubAwards		$0.00
Procurement Contracts		$0.00
Other Costs		$0.00
Total Direct Costs		$0.00
Indirect Costs		$0.00
Total Project		$0.00

Project Costs

Total Project Cost Breakdown

	Total	Percentage
Federal Funds	$0.00	0.00%
Match Amount	$0.00	0.00%
Program Income Amount	$0.00	0.00%

Please note: After completing this budget detail summary, please confirm that the following final values entered in this section are identical to those entered in the corresponding estimated cost section of the Standard Applicant Information. Specifically, the following must be equivalent. If they are not, you will not be able to submit this application until they are updated to be equivalent.

Standard Applicant Information	Equals	Budget Summary
Total Estimated Funding	=	Total Project Costs
Federal Estimated Funding (federal share)	=	Federal Funds
Applicant Estimated Funding (non-federal share)	=	Match Amount
Program Income Estimated Funding	=	Program Income Amount

DOES THIS BUDGET CONTAIN CONFERENCE COSTS WHICH IS DEFINED BROADLY TO INCLUDE MEETINGS, RETREATS, SEMINARS, SYMPOSIA, AND TRAINING ACTIVITIES? ____

Additional Application Components

Research and Evaluation Independence and Integrity Statement

No documents have been uploaded for Research and Evaluation Independence and Integrity Statement

Additional Attachments

Name	Category	Created by	Application Number	Date Added
JAG 2023 Public Hearing.pdf	Additional Application Components Other	Samantha Cienfuegos	— —	08/25/2023

Disclosures and Assurances

Disclosure of Lobbying Activities

Name	Category	Created by	Application Number
Form SFLLL_2_0-V2.0.pdf	LobbyingActivitiesDisclosure	— —	— —

Disclosure of Duplication in Cost Items

— —

DOJ Certified Standard Assurances

OMB APPROVAL NUMBER 1121-0140

EXPIRES 05/31/2019

U.S. DEPARTMENT OF JUSTICE

CERTIFIED STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.

(2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--

a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d);

section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);

b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;
c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Applicant will require that, throughout the period of performance--

a. each such institution comply with any requirements that are imposed on it by

the First Amendment to the Constitution of the United States; and

b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application--

a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(10) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self- Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(11) If the Applicant applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Please Acknowledge *

Not Signed

SignerID

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Signing Date / Time

——

DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements; Law Enforcement and Community Policing *

U.S. DEPARTMENT OF JUSTICE

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; LAW ENFORCEMENT AND COMMUNITY POLICING

Applicants should refer to the regulations and other requirements cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations or other cited requirements before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, 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 making of any Federal grant, the entering into of any cooperative agreement, or the extension,

continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of $100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals--

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its

principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by--

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will--

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;

For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

5. LAW ENFORCEMENT AGENCY CERTIFICATION REQUIRED UNDER DEPARTMENT OF JUSTICE DISCRETIONARY GRANT PROGRAMS ("SAFE POLICING CERTIFICATION")

If this application is for a discretionary award pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to a State, local, college, or university law enforcement agency, the Applicant certifies that any such law enforcement agency to which funds will be made available has been certified by an approved independent credentialing body or has started the certification process. To become certified, a law enforcement agency must meet two mandatory conditions:

(a) the agency's use of force policies adhere to all applicable federal, State, and local laws; and

(b) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law.

For detailed information on this certification requirement, see https://cops.usdoj.gov/SafePolicingEO .

The Applicant acknowledges that compliance with this safe policing certification requirement does not ensure compliance with federal, state, or local law, and that such certification shall not constitute a defense in any federal lawsuit. Nothing in the safe policing certification process or safe policing requirement is intended to be (or may be) used by third parties to create liability by or against the United States or any of its officials, officers, agents or employees under any federal law. Neither the safe policing certification process nor the safe policing certification requirement is intended to (or does) confer any right on any third-person or entity seeking relief against the United States or any officer or employee thereof. No person or entity is intended to be (or is) a third-party beneficiary of the safe policing certification process, or, with respect to the safe policing certification requirement, such a beneficiary for purposes of any civil, criminal, or administrative action.

6. COORDINATION REQUIRED UNDER PUBLIC SAFETY AND COMMUNITY POLICING PROGRAMS

As required by the Public Safety Partnership and Community Policing Act of 1994, at 34 U.S.C. § 10382(c)(5), if this application is for a COPS award, the Applicant certifies that there has been appropriate coordination with all agencies that may be affected by its award. Affected agencies may include, among others, Offices of the United States Attorneys; State, local, or tribal prosecutors; or correctional agencies.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Please Acknowledge *

Not Certified

SignerID

——

Signing Date / Time

——

Other Disclosures and Assurances

No documents have been uploaded for Other Disclosures and Assurances

Declaration and Certification to the U.S. Department of Justice as to this Application Submission

By [taking this action], I --

1. Declare the following to the U.S. Department of Justice (DOJ), under penalty of perjury: (1) I have authority to make this declaration and certification on behalf of the applicant; (2) I have conducted or there was conducted (including by the applicant's legal counsel as appropriate, and made available to me) a diligent review of all requirements pertinent to and all matters encompassed by this declaration and certification.

2. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this application submission: (1) I have reviewed this application and all supporting materials submitted in connection therewith (including anything submitted in support of this application by any person on behalf of the applicant before or at the time of the application submission and any materials that accompany this declaration and certification); (2) The information in this application and in all supporting materials is accurate, true, and complete information as of the date of this request; and (3) I have the authority to submit this application on behalf of the applicant.

3. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the

applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a

material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Please Acknowledge *

Not Signed

SignerID

— —

Signing Date / Time

— —

Other

Not Certified

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Doro Garcia, Public Works/Engineer Director
Date:	Tuesday, September 5, 2023
Agenda #:	Consideration and **ACTION** for acceptance of the Texas Water Development Board (TWDB) Flood Infrastructure Fund (FIF) Category 1 Project 40024 – Brownsville to Port Isabel Hydrologic Unit Code (HUC)_10 Watershed Study, as presented, with allowance for any insubstantial edits requested by TWDB during the finalization process. (Engineering & Public Works Department)

Summary:
This Brownsville to Port Isabel HUC-10 Watershed Study, sponsored by the City of Brownsville, was funded by the Texas Water Development Board (TWDB) as a Flood Infrastructure Fund Category 1 study (Project ID 40025). Category 1 studies are focused on determining and describing problems related to flooding, developing solutions to flooding problems, and estimating the benefits and costs of the solution.

Project Scope and Analysis:

Funding:

Source: No Funding Required

Amount:

Local Contribution if Applicable:

Recommendation:
The City of Brownsville Engineering & Public Works Department recommends review and acceptance of the study.

Commission Pillar:
Infrastructure

Attachments:

1. Brownsville to Port Isabel HUC-10 Watershed Study - DRAFT Report

Title Page

Brownsville to Port Isabel HUC-10 Watershed Study

Flood Infrastructure Fund Category 1
Project ID 40024

Ryan Londeen, P.E., CFM
Elmer Hinojosa, P.E., CFM
Anne Whitko, CFM

Seal Page

Preliminary – For Interim Review Only
These documents are for interim review and not intended for construction, bidding or permit purposes.
They were prepared by, or under the supervision of:

_____
Ryan Londeen, PE, CFM
Project Manager, Halff Associates, Inc.

_____
Elmer Hinojosa, PE, CFM
Modeling Task Leader, Halff Associates, Inc.

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1 Executive Summary

1.1 Study Overview

This Brownsville to Port Isabel HUC-10 Watershed Study, sponsored by the City of Brownsville, was funded by the Texas Water Development Board as a Flood Infrastructure Fund Category 1 study (Project ID 40025). Category 1 studies are focused on determining and describing problems related to flooding, developing solutions to flooding problems, and estimating the benefits and costs of these solutions.

The limits of this study are based on the HUC-10 area called "Brownsville Ship Channel" which encompass an approximately 366 square mile watershed located in the southern half of Cameron County, Texas. The study's northern boundary roughly follows Resaca de los Cuates, its southern boundary roughly follows the Rio Grande northern levees, and its eastern boundary is located on the Gulf. **Exhibit 1**, located in **Appendix A**, shows the study limits.

Key stakeholders for this study are:

- Cameron County
- City of Brownsville
- City of Los Fresnos
- City of Port Isabel
- Town of Rancho Viejo
- La Paloma
- Olmito
- Laguna Heights
- Cameron County Drainage District #1

The unique topography of the study area—with its flat terrain intersected with elevated Resacas (distributaries turned into amenity lakes) and irrigation canals—coupled with continual development has, over time, resulted in high flood risk for several communities and a rising number of people. Past studies have been performed to manage and reduce this flood risk. However, these studies are now outdated and do not reflect the current flood risk and flood mitigation needs of the communities. This study provides the region with an updated flood risk analysis and flood mitigation plan.

Key deliverables from this study include:

- Flood risk modeling and maps
- Identification of areas with the highest flood risk
- Conceptual flood mitigation projects with a plan to implement them

1.2 Study Results

To evaluate the flood risk throughout the entire region, the latest rain-on-mesh drainage modeling technology was used to develop a single detailed flood risk analysis for the entire study area. This model captured flood risk associated with both riverine and urban flooding, providing

a wholistic understanding of flood risk throughout the region. **Appendix C** includes a map book that shows the modeled 1-percent annual chance flood depths for the entire region. These models and maps can be used by communities to help make more informed decisions to mitigate any increases in flood risk for their communities.

Based on the results of this modeling, along with input from the public and stakeholders, ten areas with high flood risk were identified and studied further. **Exhibit 9** located in **Appendix A** shows the location and ranking of these areas with highest flood risk. **Table 1.1** provides a summary of these identified areas.

Table 1.1 Summary of Selected Problem Areas

Problem Area ID	Problem Area Name	Watershed	Sponsor	Structures with Moderate to High Flood Risk
PA1	North Main Drain and Impala Ditch	North Main Drain	Brownsville	804
PA2	Cameron County Ditch 1 at Confluence	Cameron County Ditch 1	Brownsville	674
PA3	Cameron County Ditch at Cameron Park	Cameron County Ditch 1	Brownsville	400
PA4	Town Resaca at West 5th Street	Town Resaca	Brownsville	346
PA5	Cameron County Ditch 1 at Golf Center	Cameron County Ditch 1	Brownsville	196
PA6	Los Fresnos at East 10th St.	Cameron County Ditch 2	Los Fresnos	191
PA7	Cameron County Ditch 1 at Hwy 69E	Cameron County Ditch 1	Brownsville	186
PA9	North Main Drain and Hwy 69E	North Main Drain	Brownsville	135
PA11	Los Fresnos West Ocean Blvd	Cameron County Ditch 2	Los Fresnos	132
PA12	Town Resaca at Washington Park	Town Resaca	Brownsville	123

Using various improvement methodologies, flood mitigation projects were developed for each identified location to reduce the flood risk to structures (both residential and commercial). These projects are summarized in **Table 1.2**. More detailed information that includes project scope, cost breakdown, implementation constraints, etc. are provided in project fact sheets which are located in **Appendix F**.

Table 1.2 Project Cost and Benefit Summary

Project ID	Project Name	# Structures Removed from 1% ACE	# Structures w/ Reduced 1% ACE	Cost ($M)	BCR
P1A	North Main Drain and Impala Ditch	131	176	46.9	0.35
P1B	North Main Drain and Four Corners	83	417	33.3	0.05
P2	Cameron County Ditch 1 at Confluence	281	834	99.3	0.25
P3	Cameron County Ditch at Cameron Park	130	149	1.6	3.47
P4	Town Resaca at West 5th Street	71	469	34.1	0.74
P5	Cameron County Ditch 1 at Golf Center	399	214	45.5	0.22
P6	Los Fresnos at East 10th St.	92	100	4.4	1.10
P7	Cameron County Ditch 1 at Hwy 69E	191	152	7.7	0.63
P9	North Main Drain and Hwy 69E	84	465	32.5	0.19
P11A	Los Fresnos West Ocean Blvd	60	53	29.3	0.09
P11B	Los Fresnos West Ocean Blvd	17	22	17.0	0.14
P12	Town Resaca at Washington Park	48	144	8.7	0.59

In general, the implementation of each one of these projects will follow the project lifecycle shown in **Figure 1.1**. This study completed the planning portion of the project. Short term actions are those that can be implemented over the next few years and will be steppingstones to completing the projects. Phase I includes those short-term targets. Longer-term actions will likely take more than five years due to funding, construction time, and project constraints. Phase II includes the longer-term actions.

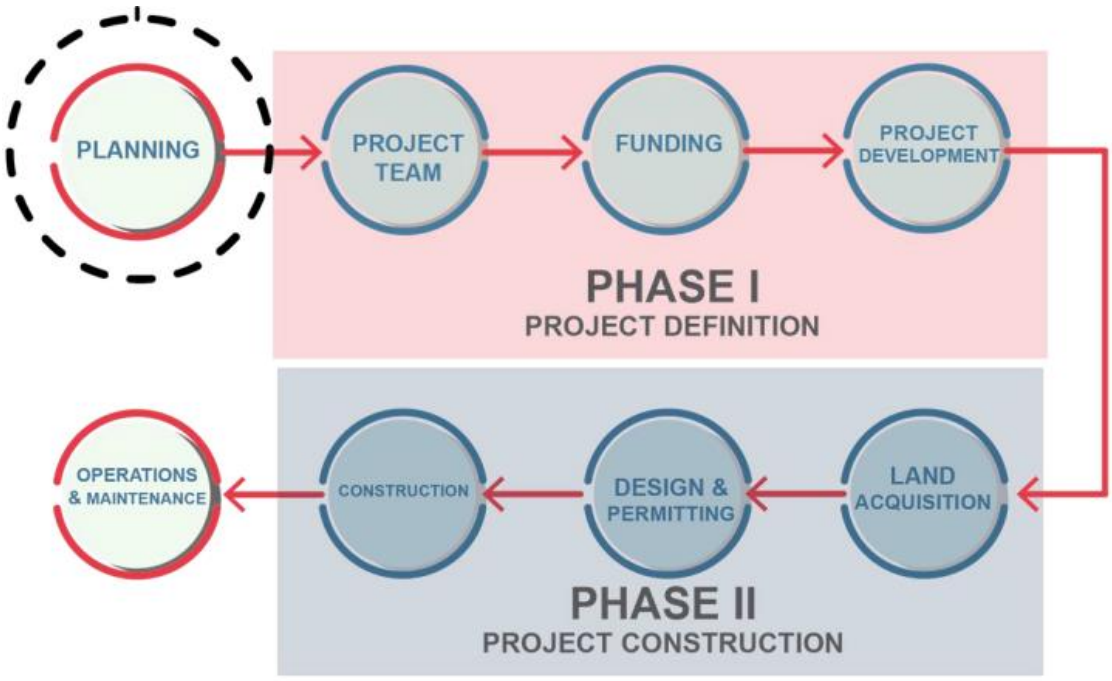

Figure 1.1 Drainage Project Lifecycle

1.2.1 Short Term Actions

The stakeholders within the study area have limited funding for drainage project implementation and therefore short-term actions, listed below, are those that can be implemented with limited funding.

- Right-of-Way dedication
- Seek funding opportunities
- Develop and implement a buyout strategy
- Continue to install flood gauges
- Continue to update drainage criteria

1.2.2 Long Term Actions

As the short-term actions are completed, funding and other strategies will become available for the recommended projects. At this point, the long-term actions will commence. These are listed below.

- Develop flood mitigation projects further to prepare for construction
- Construction of flood mitigation projects
- Maintenance of flood mitigation projects

1.2.3 Funding Sources

Funding sources are available from local, state, and federal entities, each with their own procurement, administrative, and environmental requirements, impacting the cost and schedule of the projects. The funding sources below should be considered for the projects identified in this study.

Federal Funding Sources

- Community Development Block Grant Disaster Relief (**CDBG-DR**) –
  Based on disaster declaration with LMI emphasis. The cost-share is typically 100% Federal to 0% Local.
- Community Development Block Grant Mitigation (**CDBG-MIT**) –
  Based on disaster declaration with LMI emphasis (lower scoring needed than DR). The cost-share is typically 100% Federal to 0% Local.

State Funding Sources

- TWDB Development Fund (**DFund**) - State of Texas loan program
- TWDB Flood Infrastructure Fund (**FIF**) - Loans at or below market rates for a variety of actions, including flood planning, grant application, and engineering for structural and non-structural solutions. In addition, the FIF offers grants that can be used as the local entities matching funds for other federal funding programs. The state is currently allocating additional budget for the fund and will be accepting applications in 2024.

Local Funding

- Bonds
- Fees and Ad Valorem Taxes
- Public Private Partnerships

1.2.4 Next Steps

The results of the study, including flood risk modeling and mapping, will be made available to the region's stakeholders to help make informed decisions regarding flood risk mitigation in the future. The flood mitigation projects developed in this study will also be added to the state's flood plan so that they will be eligible for future grant funding opportunities.

Stakeholders should begin addressing flood risk within their community by taking the steps outlined above and beginning the search for funding opportunities to implement the flood mitigation projects. This will require stakeholders to be engaged with the Region 15 Regional Flood Planning Group to stay apprised of funding opportunities and to inform the State of the stakeholder's flood mitigation needs. In the meantime, stakeholders can begin tackling some of the short-term actions outlined above to help reduce flood risk within their community.

2 Introduction and Background

The Brownsville to Port Isabel Hydrologic Unit Code-10 (HUC-10) Watershed Study ("Brownsville Study") is a comprehensive drainage plan for a 366 square mile watershed in the southern half of Cameron County, Texas. This study, sponsored by the City of Brownsville ("Brownsville"), was funded by the Texas Water Development Board ("TWDB") as a Flood Infrastructure Fund ("FIF") Category 1 study (Project ID 40025). Category 1 studies are focused on determining and describing problems related to flooding, developing solutions to flooding problems, and estimating the benefits and costs of these solutions.

2.1 Project need

The watershed for the Brownsville Study is situated in the Rio Grande River ("Rio Grande") delta, near the Gulf of Mexico ("Gulf"). Flood control projects, including dams, reservoirs, and levees, have hydraulically disconnected the Rio Grande from this region dramatically reducing flood risk from the river in the region. However, this has not eliminated localized flood risk in the region. Remnants of the river's past distributaries (an outflowing branch of a river, typically found in a delta), known as "resacas", are spread throughout the region. These resacas are elevated above the neighboring flat terrain leading to complex drainage patterns and significant flood ponding with limited drainage relief. This condition results in elevated flood risk to several communities, especially in the areas between the resacas.

As development has occurred in the region, additional drainage relief has been established by constructing man-made channels across the resacas that help flood waters drain to the gulf. However, these channels are often undersized, leaving numerous pockets of heavy ponding in heavily populated areas. Past studies have been performed that provided flood mitigation plans aimed at reducing flood risk in these areas. However, these plans are now outdated and do not reflect the current flood risk and flood mitigation needs of the communities.

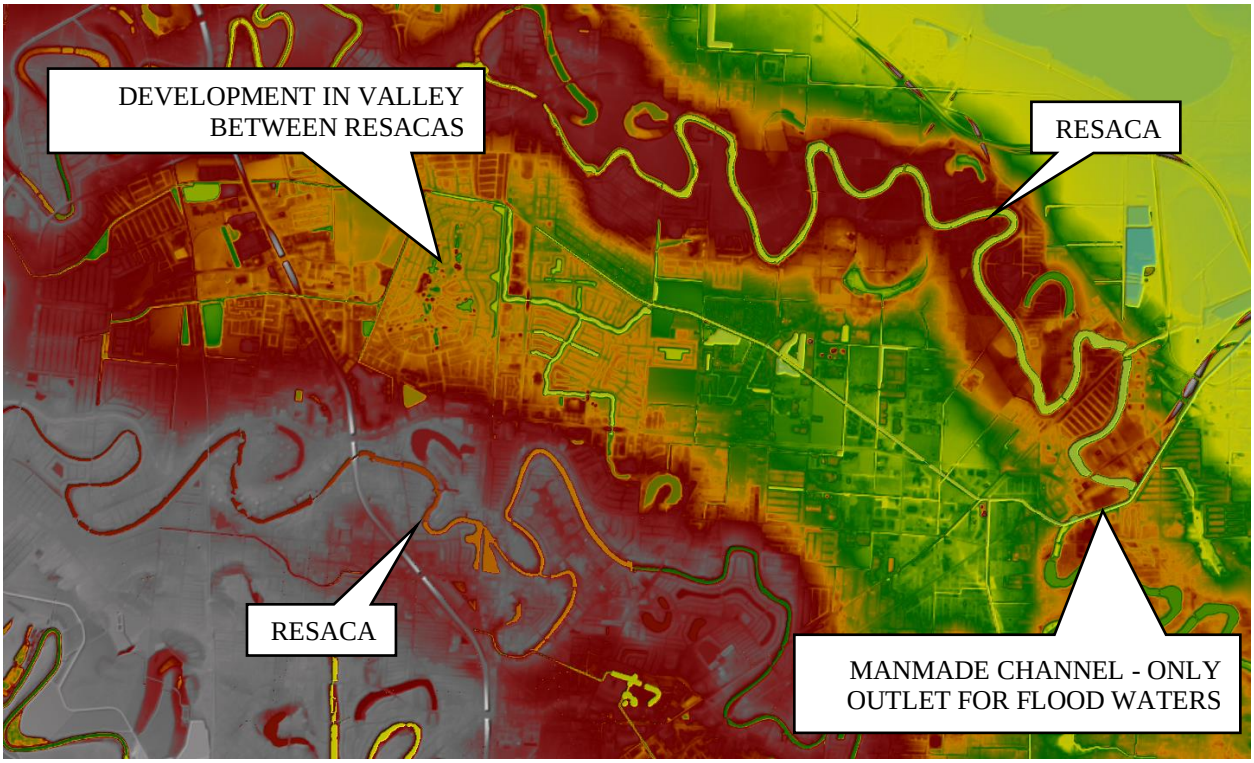

Figure 2.1 Topography Example

Additionally, the flood risk information available in the region is outdated or lacking sufficient coverage to adequately communicate the true level of flood risk. Communities need a thorough and up-to-date understanding of flood risk to inform their future infrastructure and growth management planning decisions and need a plan to strategically mitigate flood risk for vulnerable areas and provide flood mitigation solutions that reflect community needs and desires.

2.2 Project Overview

The specific goals of this study are to provide communities within the study area with a plan for a regional understanding of flood risk through the delivery of:

- Flood risk models and maps
- Identification of flood prone areas
- Potential flood mitigation projects and a plan to implement them.

The scope of work included public outreach to gather feedback and to inform stakeholders and the public of the results of the study; data collection such as in-field survey, collection of past studies, and the latest available public GIS information; and engineering services which includes drainage model development using the latest technology and data, flood risk analysis, project development, and project implementation strategy.

The results of the study, including flood risk modeling and mapping, will be made available to the region's stakeholders to help make informed decisions regarding flood risk mitigation in the

future. The flood mitigation projects developed in this study will also be added to the state's flood plan so that they will be eligible for future grant funding opportunities.

2.3 Key Stakeholders

Major municipalities included in the study area, otherwise known as stakeholders, are:

- Cameron County
- City of Brownsville
- City of Los Fresnos
- City of Port Isabel
- Town of Rancho Viejo
- La Paloma
- Olmito
- Laguna Heights
- Cameron County Drainage District #1

Brownsville is the largest population center within the study area. As a result, the city was the primary facilitator of public engagement through public meetings. The city was also the study sponsor and administered the engineering services contract.

2.4 Project Area

The Brownsville Study limit is based on the HUC-10 area called "Brownsville Ship Channel" which encompasses an approximately 366 square mile area located in the southern half of Cameron County, Texas. The study's northern boundary roughly follows Resaca de los Cuates, its southern boundary roughly follows the Rio Grande northern levees, and its eastern boundary is located on the Gulf. **Exhibit 1** located in **Appendix A** shows the study limits.

Brownsville is located in the southernmost portion of the study where the highest population density for the study is located and, in turn, the most development. This is also the area with the highest level of flood risk. The northern portions of the study limit consist mostly of rural farm and ranch land. The easternmost part of the watershed consists mostly of undeveloped tidal salt flats with the exception of the ship channel located on the southeast side of study.

In general, floodwaters flow from west to east through a complicated network of storm sewer, man-made drainage channels, and resacas before emptying into the Lower Bahia Grande/Laguna Madre or the Brownsville Ship Channel and then into the Gulf of Mexico.
The study area can be subdivided into seven primary subbasins that drain via manmade channel or resaca. Each of these drainage features are described in greater detail below starting on the south side of the HUC-10 area and moving northwards. The limits of these subbasins are shown in **Exhibit 2** located in **Appendix A**.

2.4.1 Town Resaca

Starting at the southern portion of the watershed, Town Resaca drains much of downtown (i.e. south) Brownsville east towards the Impala Pump Station. Flow reaching the Impala Pump Station is then either pumped over a levee into the Rio Grande during high flow conditions in Brownsville or proceeds into the North Main Drain channel and on to the Brownsville Ship

Channel. As mentioned above, resacas are naturally occurring former distributaries of the Rio Grande. Today, many of the resacas are maintained as amenities with a permanent pool elevation that is set by a series of weir structures. These amenity lakes attract residential development along the banks in many of the more developed portions of the watershed and serve multiple purposes in the community including drainage conveyance, raw water supply storage, wildlife habitat, and recreational opportunities. Historically, there are several spots within the downtown area that have had flooding issues due to their low elevation and lack of overflow routes into Town Resaca.

2.4.2 North Main Drain

North Main Drain is the primary ditch draining central Brownsville from West Brownsville near Wild Rose Lane and Center Drive and running over 16 miles eastward before draining into the Brownsville Ship Channel. The surrounding watershed is highly developed with much of the area consisting of residential subdivisions interspersed with commercial developments. The downstream end of the ditch travels south of the Brownsville/South Padre Island International Airport before turning north to the Port of Brownsville. Significant drainage issues have plagued the city near a low-lying area at the intersection of Highway 48 and Boca Chica Boulevard. over the last 20 years, but limited right-of-way and undeveloped land have made addressing these issues challenging and costly.

2.4.3 Resaca de la Guerra

Resaca de la Guerra, also known as Resaca de la Palma, drains a narrow watershed area from West Alton Gloor Boulevard. to Morningside Road towards the southeast. Like Town Resaca and North Main Drain, the area is near fully developed with a mix of residential subdivisions, public parks, golf courses, small commercial developments, and local schools. While the majority of the area draining to the resaca has not historically exhibited significant drainage issues, one exception is in the Quail Hollow area near the northwest end of the resaca by Laredo Rd. Some residential structures that have been subjected to repeated flooding area were built on the low bank of the resaca and below the adjacent roadway.

2.4.4 Cameron County Drainage District No. 1 Ditch No. 1

Cameron County Drainage District No. 1 Ditch No. 1 (CCDD1 Ditch 1) drains the northern part of Brownsville extending for approximately 10.5 miles from the Resaca de la Palma Reservoir to its outfall into San Martin Lake near the ship channel. Like North Main Drain, the surrounding drainage area is largely developed with residential and light commercial developments although there remain some large agricultural and undeveloped tracts. Historic problem areas with respect to flooding are located near Brownsville County Club, Cameron Park, and a large low-lying area in the downstream section roughly centered at Central Avenue and Ruben Torres Boulevard. (FM 802). This is further compounded by a ditch that ties in from the south locally referred to as Chicago Drain. Floodwaters back up at the junction of these two ditches into the low-lying area causing flood issues for the roads and structures near this confluence.

2.4.5 Lower Resaca del Rancho Viejo

The Lower Resaca del Rancho Viejo subbasin is a narrow watershed that closely follows the resaca. On its western boundary, the subbasin receives overflows from the Upper Resaca del

Rancho Viejo and conveys floodwaters west 18 miles before draining into the North Main Drain. The basin consists of higher density residential development with some light commercial areas. Flood risk along this system is minimal relative to other watershed due to it being elevated above the neighboring subbasin and its narrow shape producing lower amounts of runoff.

2.4.6 Upper Resaca del Rancho Viejo

The Upper Resaca del Rancho Viejo subbasin begins on the far western side of the study area just west of FM 509 and extends east to its primary outlets near Resaca de la Palma Reservoir. The basin is bounded by the Resaca del Rancho Viejo to the north and the Rio Grande levees to the south. The basin consists of mostly rural residential and agriculture land use. Cameron County Drainage District 3 has a complex network of ditches that drain some of the upper portions of this watershed both north through the City of San Benito to a neighboring watershed and south through a series of gated box culverts that outlet across the levees and into to the Rio Grande. However, significant floodwaters continue east through the low lying areas toward the Lower Resaca del Rancho Viejo subbasin and the Cameron County Ditch 3 subbasin. At this junction, flow continues to Cameron County Ditch 3 with overflows going across an existing drainage canal and into the Lower Resaca del Rancho Viejo.

2.4.7 Cameron County Drainage District No. 1 Ditch No. 2

The Cameron County Drainage District No. 1 Ditch No. 2 subbasin includes a majority of the northern most region of the study watershed. It is bounded to the west by Resaca del Ranch Viejo, to the north by Resaca de los Cuates, to the south by Resaca Rancho Viejo and to the east by the Gulf. The area generally drains east through a series of man-made drainage channels before converging with Cameron County Ditch No. 1 just upstream of San Martin Lake. Cameron County Ditch No. 3 drains a significant amount of floodwaters from the Upper Resaca del Rancho Viejo and conveys it to Ditch No. 2 where it converges at Paredes Line Road just south of Los Fresnos. The subbasin consists mostly of agricultural land with sporadic concentrations of rural residential areas. The City of Los Fresnos is the major population center for this subbasin.

2.5 Project Area History

Past flood studies were obtained and reviewed to understand the history of flood planning efforts in the region and to inform the direction and recommended drainage improvements found in this study. The following studies were determined relevant to this study.

2.5.1 City of Brownsville Master Drainage Plan (1987)

In 1987 a master drainage plan was developed for the City of Brownsville (1987 MDP) by Hogan & Rasor, Inc. The focus of this study was to analyze drainage facilities and provide flood protection for the 1% annual chance event. The scope of the study included:

1. Storm Drainage System Analysis
2. Storm Drainage System Master Plan
3. Identification of Problem Areas
4. Drainage Improvements Alternatives
5. Capital Improvements and Cost Projections
6. Master Drainage Plan Implementation, and
7. Maintenance Plan

Due to the extensive amount of infrastructure information provided in this plan, it was used to estimate the size and location of storm sewer systems within Brownsville in areas where in-field data was not obtained as part of this study. The naming conventions of watersheds, regions, resacas, and other infrastructure used in this study was borrowed from the 1987 MDP.

2.5.2 1.5.2 City of Brownsville Flood Protection Plan (1996)

In January 1996, the City of Brownsville contracted with Rust Lichliter/Jameson to perform a study of Brownsville and its surrounding areas. The study included five watershed areas including, (1) North Main Drain, (2) CCDD No 1, (3) Town Resaca, (4) Resaca de la Guerra and, (5) Resaca del Rancho Viejo. However, the Resaca del Rancho Viejo watershed was later removed from the study due to the lack of readily available data and sparse development making it a lower priority for the city. The primary goal was to develop an implementable drainage plan to reduce existing flood risk and prepare for the future growth in the city.

2.5.3 City of Brownsville Flood Protection Plan Phase I (2006)

In March 2006, Ambiotec Civil Engineering Group, Inc. (Ambiotec) completed a Flood Protection Plan for the City of Brownsville. The study included four watershed areas including, (1) Town Resaca, (2) North Main Drain, (3) Resaca de la Guerra, and, (4) Cameron County Drainage District No. 1 Ditch No 1 (CCDD1). The purpose of the plan was to evaluate existing flood risk, develop potential structural and non-structural alternatives for mitigating flood risk, and to develop a Cost Implementation Plan for project implementation. Proposed mitigation projects were organized into a 20-yr CIP with an estimated capital cost of over $130 million.

2.5.4 City of Brownsville Flood Protection Plan Phase II (2011)

In August of 2011, Ambiotec completed a Phase II update of the 2006 Flood Protection Plan. The updated plan linked three of the watersheds from the 2006 study that all drain to a single outfall, provided a rough assessment of downstream storm surge conditions, added two

additional watershed areas to the study that had not been evaluated in the 2006 study, and updated budgets for all of the proposed flood mitigation projects. The study also reassessed project feasibility considering new development that occurred since 2006, considering projects that had been completed from the 2006 CIP, and investigated two additional flood mitigation options.

Hydrologic and hydraulic models developed for the Flood Protection Plan Study conducted in 2006 were updated for the Phase II study in 2011. These models were utilized to obtain crossing (bridges and culvert) information where needed to compliment the in-field survey performed as part of this study.

2.5.5 City of Los Fresnos Drainage Improvements Feasibility Report (2021)

The City of Los Fresnos contracted Hanson to prepare an Engineering Feasibility Report in November of 2021 to evaluate potential projects to mitigate flooding in three identified problem areas: 1) Valle Alto Subdivision; 2) Whipple Road; and 3) Resaca Escondida. The report was prepared to meet TWDB Clean Water State Revolving Fund (CWSRF) requirements for funding eligibility. Three potential actions were evaluated for each area including a no-action alternative. Three projects, one for each site, were recommended based on an evaluation of capital and maintenance costs and coordination with City staff on the cost and perceived effectiveness of the proposed project.

3 Data collection

Data collection refers to the process of requesting, organizing, and reviewing information that is necessary to complete existing conditions flood hazard assessments as well as develop and prioritize mitigation alternatives. The data collection task includes desktop reviews of flood risk assessments complemented with field reconnaissance efforts. Collected data types include terrain, land use, structures, precipitation, existing models, previous studies, flooding complaints, field reconnaissance, and field survey. All obtained data was compiled and reviewed to extract relevant information for the study.

All data collected as part of this study is found in **Appendix I**.

3.1 General Data Collection

3.1.1 Rainfall Statistics

Storm frequency data was obtained from the National and Atmospheric Administration (NOAA) Atlas 14, Volume 11 Precipitation for 24-hour storm durations. Atlas 14 was published in September 2018. This data was obtained from NOAA's Precipitation Frequency Data Server (PFDS) (https://hdsc.nws.noaa.gov/hdsc/pfds/pfds_map_cont.html). The specific depth was determined based on the approximated centroid of the study area. **Table 3.1** contains the rainfall depth-duration-frequency data used in this study. The storm frequency is categorized by annual chance event (ACE), the likelihood the storm event will occur in a given year.

Table 3.1 NOAA Atlas 14 Rainfall

Duration	10% ACE (in)	4% ACE (in)	2% ACE(in)	1% ACE (in)	0.2% ACE (in)
15-min	1.69	2.02	2.27	2.52	3.14
30-min	2.40	2.86	3.20	3.54	4.42
60-min	3.17	3.80	4.27	4.76	6.03
2-hr	3.94	4.85	5.56	6.33	8.43
3-hr	4.41	5.50	6.39	7.38	10.1
6-hr	5.23	6.64	7.83	9.18	13.00
12-hr	6.08	7.79	9.25	10.90	15.60
24-hr	7.00	9.01	10.70	12.60	18.00

3.1.2 Gauges and Radar

To support model calibration, historic rainfall and water surface elevation data was obtained from the USGS website (maps.waterdata.usgs.gov). The location of the gauges used for calibration is shown in **Figure 3.1.**

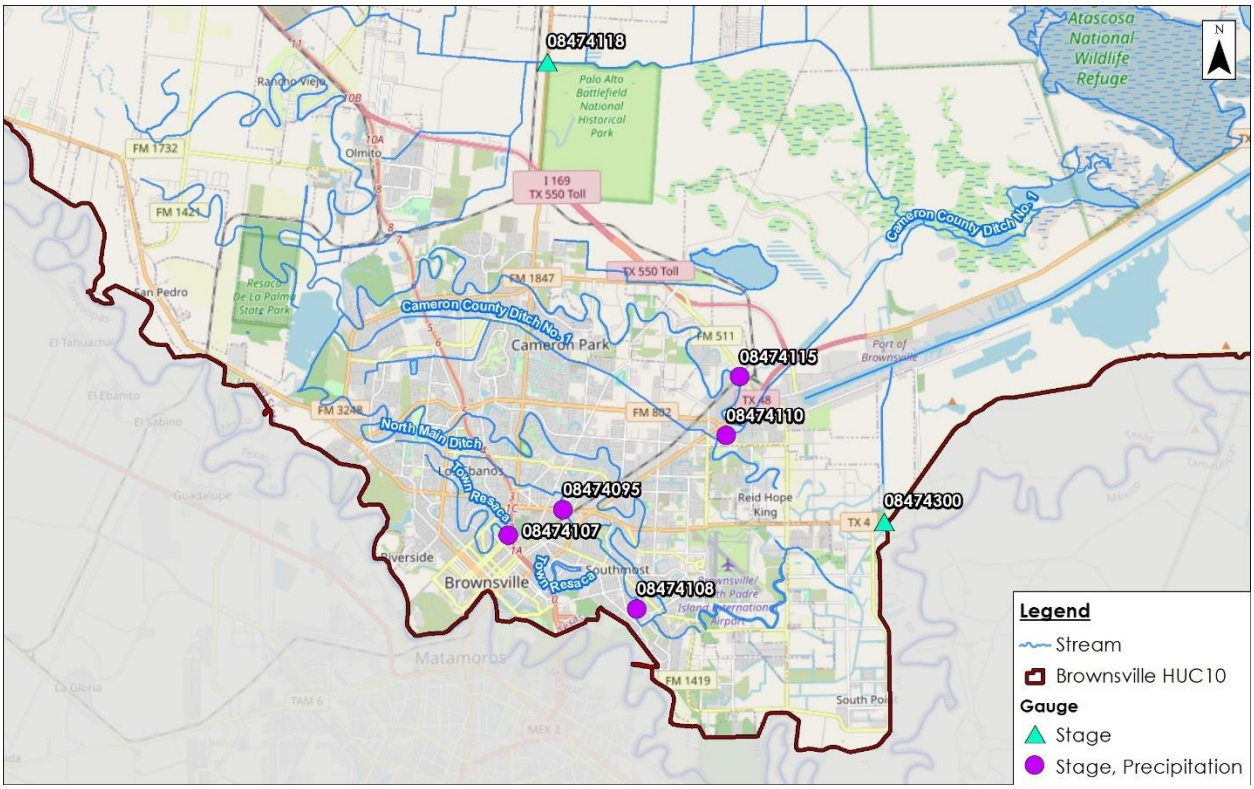

Figure 3.1 USGS Gauge Locations

To model the distribution of rainfall more accurately for the calibration event, radar data was utilized in lieu of gauge data. Radar data was obtained from Iowa State University's Iowa Environmental Mesonet website (https://mtarchive.geol.iastate.edu/2022/05/26/mrms/ncep/).

3.1.3 GIS Data

GIS Data was collected from various sources to support model development and evaluation of the project alternatives. Datasets collected for this study, along with their source, are presented in **Table 3.2.**

Table 3.2 GIS Data Sets

Data Set	Date	Source
Lidar (DEM)	2018	TNRIS
Land Cover	2021	NLCD
Soil Groups	2021	USDA NRCS
Building Footprints	2021	TWDB
Parcels	2021	CCAD
Storm Sewer Lines (Incomplete)	2021	Brownsville
Aerial Imagery	2022	ESRI and Nearmap
FEMA Special Flood Hazard Layers	2022	FEMA
Social Vulnerability Index	2018	CDC

3.1.4 As-built Data

As-built drawings for culverts, storm sewer, and detention pond infrastructure were provided by Brownsville engineering staff as requested and when available. In some instances, construction drawings were provided in lieu of as-built drawings. Since available as-built data was limited, most culvert data was collected with in-field survey as described in **Section 3.3** or obtained from previous studies and models. The location, date, and source for each as-built obtained is provided in **Table 3.3**.

Table 3.3 As-Builts

Location	Date of As-Built	Source
Palo Verde Drive	February 2006	Brownsville
Stagecoach Crossing	January 2003	Brownsville
Rustic Manor Drive	August 2008	Brownsville
Various Resaca Culvert Crossings	May 2011	Brownsville
Four Corners Detention Pond	May 2011	Brownsville
Four Corners Detention Pond (2nd Pond/Park)	July 2022	Brownsville
Southmost Trail Culvert	February 2015	Brownsville
Impala Ditch Drainage Improvements	January 2023	Brownsville
5th St. and Ramireno	March 1992	Brownsville
Garden Park Storm Sewer Improvements	March 2005	Brownsville
Towne North Subdivision Stormwater Improvements	March 2007	Brownsville

3.2 Terrain

A topographic model was developed for the entire study area by leveraging the most recent high-resolution gridded elevation data derived from Light Detection and Ranging (LiDAR) collected in 2018 and obtained from the Texas Natural Resources Information System (TNRIS) Data Hub. Further detail was added to the DEM with the incorporation of survey data, where obtained. Further detail on where and how this survey was collected and incorporated is provided in **Section 3.3**. The original raster resolution of 3-ft by 3-ft was used for model development, but all mapping results were developed with lower resolution of 9-ft by 9-ft. The extents of the LiDAR data used in this study is provided in **Exhibit 8** located in **Appendix A.**

3.3 Field survey

Field survey data was collected throughout the study area to supplement the LiDAR and as-built data. This information was collected along several of the major main-made channels and storm sewer trunk lines where high level of accuracy was needed to develop accurate flood models or areas where flood mitigation projects were developed (i.e. high flood risk areas).

For channels, bank-to-bank cross-sections were obtained with a specific focus on the portion of the channel located below the standing water level where LiDAR cannot reach.

For culverts, culvert number, size, and flow line information were obtained in addition to silt depths and road crest elevations—all necessary information for accurate model development.

For storm sewer networks, select trunk lines were captured by obtaining flow line, location, and size information. Smaller lines were input into the models using existing as-built or model data provided by previous studies.

Photographs were also obtained at each survey area.
The locations of the in-field surveys are summarized in **Exhibit 3** located in **Appendix A**. All survey information is included in **Appendix I**.

3.4 Field Investigations

Multiple site visits were conducted throughout the development of the study. Site visits were primarily performed to investigate culvert infrastructure (type, size, location, etc.), confirm storm sewer outfalls, verify flow patterns, and observe potential flow restrictions. **Table 3.4** provides a summary of the significant site visits. Photos obtained from the site visits can be found in **Appendix I**.

Table 3.4 Field Measurement Summary

Location	Description
Town Resaca and 6th St.	Inspection and verification of weir infrastructure and USGS gage
Impala Pump Station	Inspection of pump outfall location and size
Impala Ditch near Town Resaca and North Main Drain	Inspection of bridge crossings and bank conditions
North Main Drain near Paredes Line Rd. and Rockwell Drive	Inspection of channel conditions
North Main Drain near Southmost Rd.	Inspection of channel conditions and culvert verification
Nopalitos Drain	New culvert verification
Hudson Canal/Cameron Country Drainage District No. 1 Ditch No. 1	Examination of structures and flow paths
Los Fresnos near E. 10th St.	Examination of problem area

4 Hydrologic analysis

Due to the flat topography and elevated resacas along with a complex network of man-made drainage conveyance systems, a HEC-RAS rain-on-mesh approach was deemed the most appropriate modeling methodology for this study. As such, the hydrologic methodology is limited to the development of rainfall hyetographs and estimating hydrologic losses so that the resulting rainfall excesses can be applied directly to the terrain within the HEC-RAS hydraulic model.

4.1 Rainfall Hyetograph

The frequency storm events considered for the study were 10-year, 25-year, 50-year, 100-year, and 500-year, described by their average chance of occurring in any given year (10%, 4%, 2%, 1% and 0.2% Annual Chance Event (ACE)). The hyetographs for each of the storm events were developed in HEC-HMS 4.9 and imported directly into HEC-RAS as a precipitation boundary condition (note: hydrologic losses were calculated directly in HEC-RAS instead of HEC-HMS). Precipitation data was acquired from the National Oceanic and Atmospheric Administration (NOAA) recently released Atlas 14, Volume 11 (https://hdsc.nws.noaa.gov/pfds/). The center of the HUC-10 watershed was chosen as the centroid for the Atlas 14 point rainfall data. **Table 4.1** shows the total rainfall depths used in this analysis for the 24-hour duration for the Atlas 14 rainfall.

Table 4.1 24-hour Precipitation Data

Annual Chance Event	Rainfall Depth (in)
10%	7.00
4%	9.01
2%	10.70
1%	12.60
0.2%	18.00

4.2 Hydrologic Losses

Hydrologic losses—or runoff—was calculated using the Natural Resources Conservation Service (NRCS) Curve Number Loss Method. This method was chosen to stay consistent with local engineering practice. This method utilizes initial abstraction (IA) to reflect the immediate infiltration of rainfall into the soil which produces in no runoff, the curve number (CN) to reflect the constant rate of precipitation losses due to infiltration into the soil after initial abstraction, and impervious percentage (IP) to reflect any surfaces that prohibit infiltration into the soil. The IA is a parameter derived directly from the CN parameter, and the CN parameter is primarily based on soil and land cover types. The latest research suggests that the appropriate initial abstraction ratio (a parameter that relates the IA to the CN) should be assumed to be 0.05 (Hawkins, Jiang, Woodward, Hjelmfelt, & Mullem, 2003). However, the CN tables developed by the NRCS which provide CN values based on land cover and soil, were developed with an assumed initial abstraction ratio of 0.2. Adjusting the abstraction ratio requires the adjustment of the CN to maintain the same total volume of infiltration. Therefore, the CN values provided by the NRCS were used as an initial assumption for this study but adjusted to account for a smaller

initial abstraction ratio (see conversion formula shown in **Figure 4.1** provided in the referenced paper noted above). Some minor modifications were made to these values during calibration.

$$CN_{0.05} = \frac{100}{1.879[100/CN_{0.20} - 1]^{1.15} + 1}$$

Figure 4.1 CN Conversion Formula

A given CN is based on the type of soil and land cover, but it can also be modified to account for the impervious percentage of a given land cover type (e.g., residential, commercial, etc.). For this study, however, the CN and the IP were accounted for separately. This approach more accurately accounts for the immediate runoff produced by precipitation on fully impervious land cover types, such as roof tops, as opposed to the weighted CN method where this precipitation would be absorbed by the initial abstraction parameter. This was necessary, especially in the urban areas of the model, to capture the rising limb of the flood hydrographs during the calibration process.

The antecedent runoff condition (ARC) is the hydrologic condition of the soil and land cover prior to a storm event that affects the rate of infiltration. It is commonly associated with antecedent soil moisture, but it can include any antecedent condition that may affect the infiltration potential of the land cover. The NRCS has developed CN values for three different ARCs—I, II, and III—with I being associated with high infiltration potential and III being associated with low infiltration potential. It is standard practice to assume an ARC of II which is an average infiltration potential. However, during calibration, CN values that represented an ARC of I were required to obtain good model calibration. Further research was conducted and there is support for the use of an ARC of I in this region (Estimating Runoff for Conservation Practices, 1990). As shown in **Figure 4.2** below, the recommended ARC provided in the referenced technical paper appears to correlate closely with the annual mean precipitation across the state of Texas. This suggests that the ARC is somewhat dependent on the expected annual rainfall of the study area, which is to be expected. To further note, the ARC for this study area is I according to the figure. Since the calibrated CN values are supported by research conducted by the NRCS, the calibrated CN values were used for the synthetic event simulations as well.

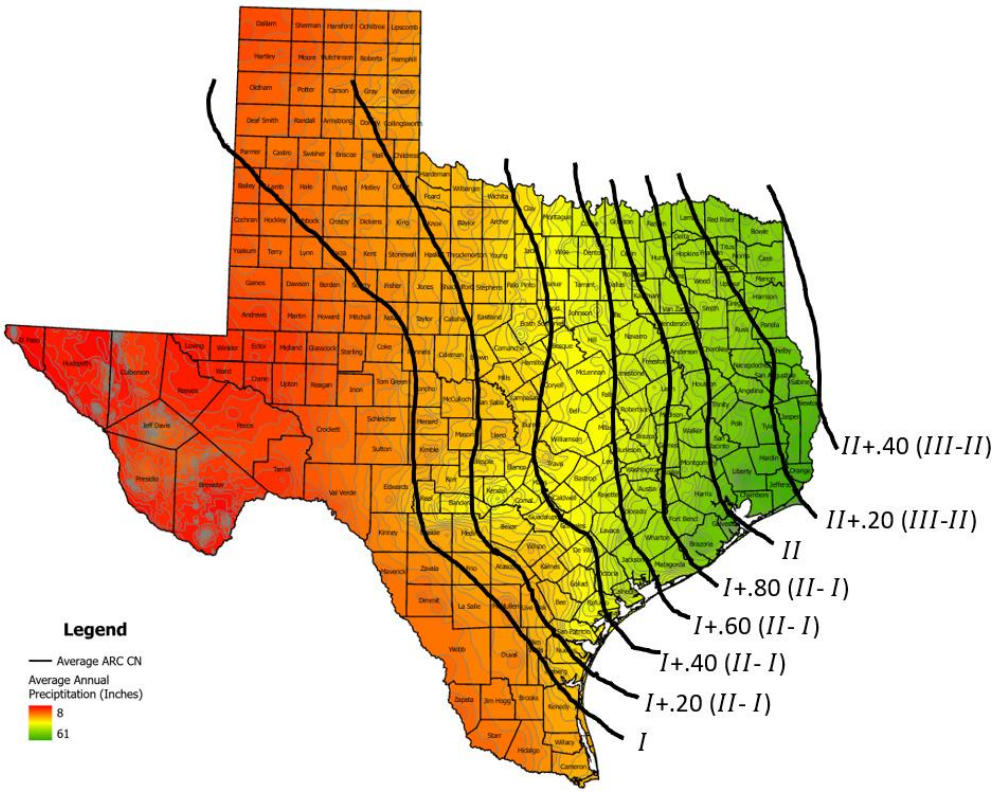

Figure 4.2 Texas Antecedent Runoff Conditions VS. Average Annual Precipitation

The land use and soil group to CN relationship used in this analysis, after being adjusted during calibration, is summarized in **Table 4.2**. Note, since the impervious percentage is calculated separately, developed low, medium, and high intensity land cover types have the same CN values as that of the Developed Open Space land cover type.

Table 4.2 CN to Land Cover and Hydrologic Soil Group Relationship

Land Cover Description	HSG A CN	HSG B CN	HSG C CN	HSG D CN
Barren Land	45	61	72	80
Cultivated Crops	28	42	56	65
Developed High Intensity	10	26	40	50
Developed Low Intensity	10	26	40	50
Developed Medium Intensity	10	26	40	50
Developed Open Space	10	26	40	50
Forest	9	25	39	48
Grassland	37	37	51	67
Open Water	98	98	98	98
Roadways	98	98	98	98
Shrubland	9	22	36	45
Wetlands	37	37	51	67

To apply these losses to the HEC-RAS model, a curve number layer was developed directly in HEC-RAS using an imported land cover layer and an imported soil layer.

The land use layer is a raster obtained from the National Land Cover Database (NLCD) that is managed by the U.S. Geological Survey (USGS). Roads were then imposed onto this layer to add definition to the layer. Each, roughly, 90'x90' pixel indicates the estimated land use type for the entire pixel area. While this resolution is low, it is appropriate for the 2D cell resolution of roughly 200'x200' since each cell can only use a single infiltration value making the effective resolution 200'x200'.

The soil layer is a shapefile, and it was obtained from the NRCS Web Soil Survey (WSS) website. The shapefile polygons indicate the hydrologic soil groups (A-D) of the soil in a particular region. Highly permeable sandy soils are given a classification of "A" and moderately permeable clay soils are given a classification of "D".

An example of the CN layer that used the combined land use and soil layers is shown below in **Figure 4.3** where the different colors represent different CN values based on the land cover and soil combination. The layer for the entire study area is shown in **Exhibit 4** located in **Appendix A**.

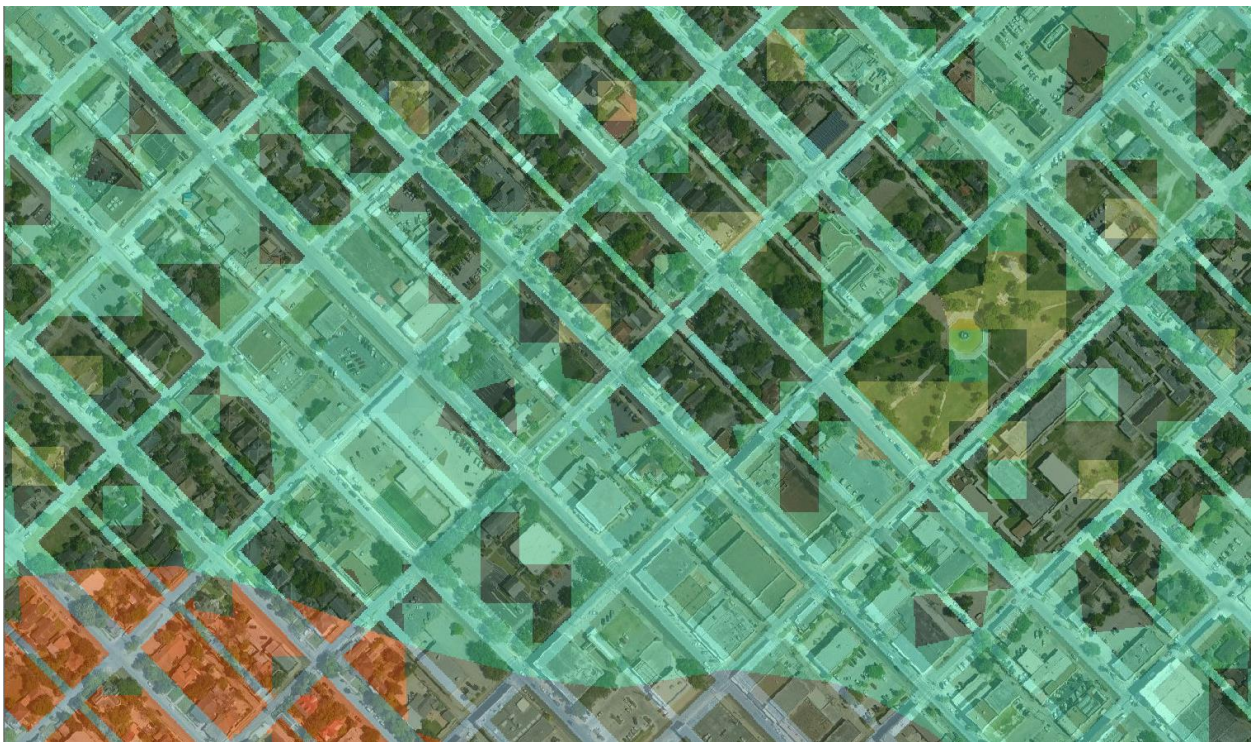

Figure 4.3 CN Layer Example

In HEC-RAS, the impervious percentage is attached to the Manning's n layer. This layer was developed for the study using the latest aerial imagery for the specific purpose of obtaining a much higher resolution land cover to develop the Manning's n raster. This was to facilitate more

accurate hydraulic model development. **Figure 4.4** below is an example of the higher resolution land cover raster for the same area shown in CN layer figure above.



Figure 4.4 Land Cover (Impervious Percentage) Layer Example

Exhibit 5 in **Appendix A** shows the land cover developed for impervious percentage for the entire study area.

Initially, the impervious percentage value associated with each land cover type were based on average percentages calculated for the different land use types. However, a limitation of HEC-RAS 6.3.1 is that the infiltration rate for an entire 2D cell is based on the intersect of the center point of the cell with the underlying raster. So, the resolution of the 2D cell mesh does not capture the high resolution of the underlying raster. This resulted in some cells calculating high runoff if it intersected with a roof top and low runoff if it intersected with a patch of grass, regardless of the composite nature of the land cover enclosed within the cell. To account for this, the impervious percentages were heavily adjusted during calibration. The calibrated values are more a function of the resolution of the of the 2D cells than the actual expected impervious percentage of the land cover type. **Figure 4.5** is an example of how the 2D cells develop different runoff amounts for the same land cover type due to the resolution of the 2D cell center points.

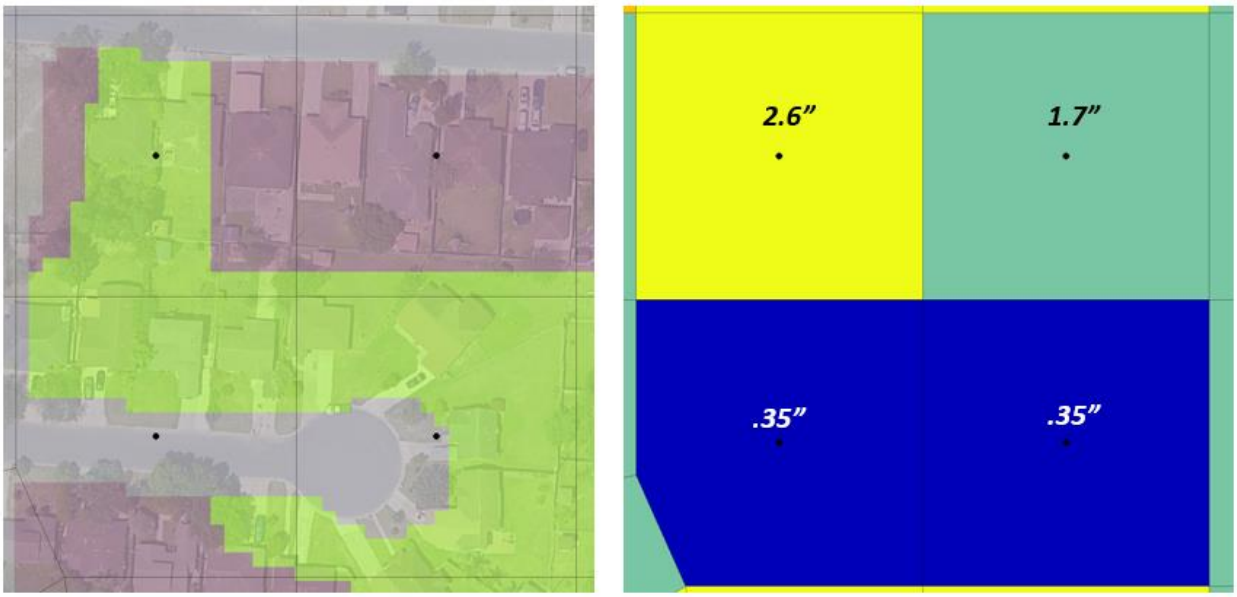

Figure 4.5 HEC-RAS Infiltration Example

Table 4.3 shows the final calibrated impervious percentages for the developed land cover types.

Table 4.3 Impervious Percentage to Land Cover Relationship

Land Cover Description	Impervious Percentage
Residential Lots	35
Developed Low Intensity	45
Developed Medium Intensity	55
Buildings	60
Open Water	60
Impervious	60
All Others	0

5 Hydraulic Analysis

To capture the complex flow patterns characteristic for this region and to simultaneously capture both pluvial and fluvial flood risk, a HEC-RAS 2D rain-on-mesh hydraulic model was developed for the entire study area. This model was used to determine and map existing flood risk for the entire study area and to evaluate the impacts and benefits of the proposed flood mitigation projects.

5.1 Model Development

HEC-RAS 6.3.1 was used to perform the hydraulic analysis. In addition to the basic features of 2D hydraulic flood modeling, this version of HEC-RAS also includes spatially varied infiltration (allows for hydrologic loss computations to be performed directly in the hydraulic model), spatially varied Manning's n at cells faces (an upgrade from previous HEC-RAS versions), a historic rainfall boundary condition to allow for model calibration, and terrain modification tools to facilitate the development and troubleshooting of flood mitigation projects.

The study area was split into two separate hydraulic models (north and south) to manage model run times. **Exhibit 6** and **Exhibit 7** located in **Appendix A** show the limits and major components of each HEC-RAS model.

Because HEC-RAS does not explicitly model underground conveyances like storm sewers, a 1D/2D ICM model was developed for the downtown urban area between Town Resaca and the Rio Grande levees where runoff is primarily routed through a complex storm sewer network. This model was used as a check against the modeling results produced by RAS, especially during the development of the mitigation projects proposed in this area.

5.1.1 HEC-RAS 2-Dimensional Domain

The key features of a HEC-RAS 2D domain are the 2D mesh and breaklines.

5.1.1.1 2D Mesh

A 2D mesh consists of 2D cells that can model the flow of water in two dimensions. Each cell develops a stage-volume curve based on the underlying terrain and each cell face develops a stage-discharge curve based on the cell wall cross-section cut over the underlying terrain and the underlying Manning's n layer. Combining these features, the model can simulate flow entering the cell from adjacent cells, calculate head loss across the cell, calculate the storage in the cell based on the amount of incremental inflow, and simulate flow leaving the cell into neighboring cells (see **Figure 5.1** as an example). This, in turn, results in a seamless 2D flow pattern.

The 2D mesh density varies in size for each watershed based on the size of the watershed in order to maintain manageable model run times. In general, a mesh size of 200'x200' was used for each 2D model.

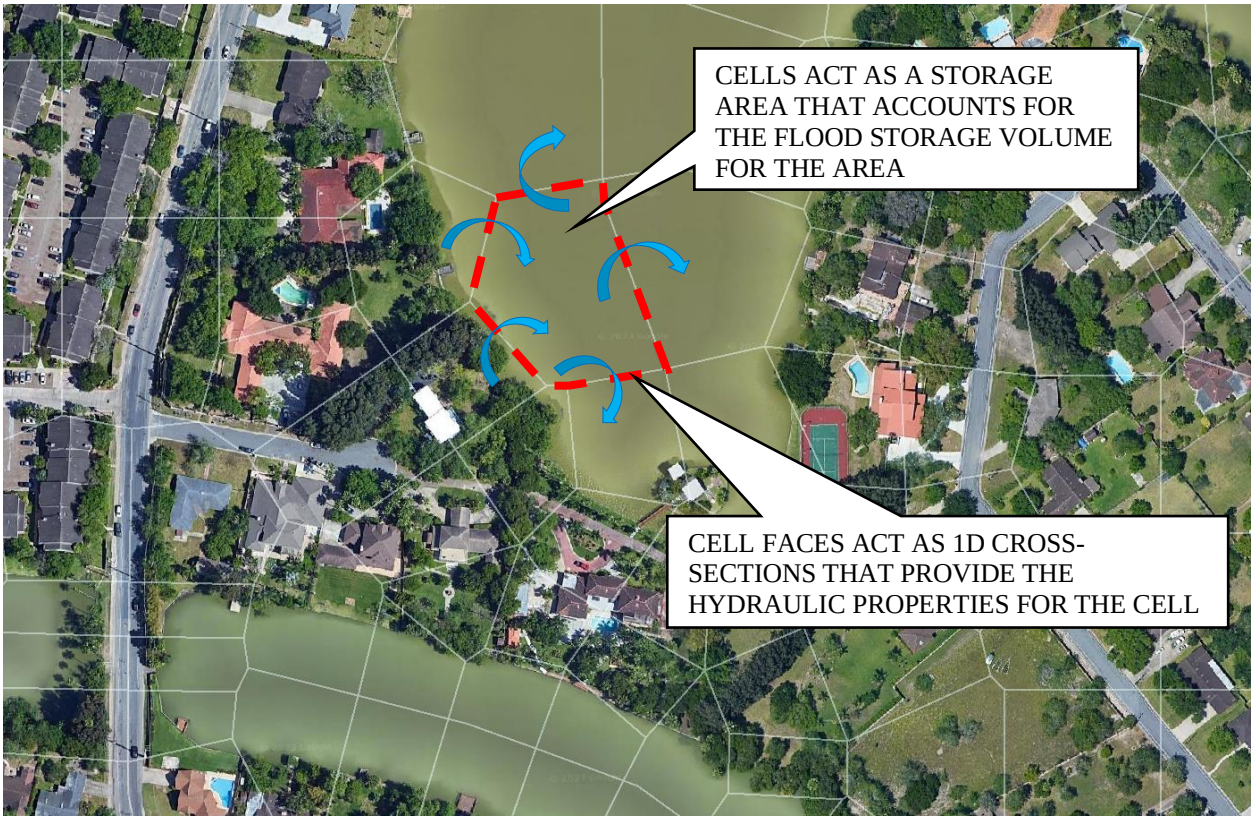

Figure 5.1 2D Mesh Example

5.1.1.2 Breaklines

Breaklines force the 2D cells within a mesh to align along the breakline. This gives the modeler flexibility in forcing cell faces to align in a particular direction, such as perpendicular to the channel flow line or parallel to a topographic ridge so that larger cell sizes can be used without losing the detail of the underlying terrain. Breaklines were added directly into RAS where a finer cell size was needed for a local region of the model and along berms and levees (roadways, dams, etc.) to properly account for these prominent topographic features. They were also placed along the bank of creeks to force the cell faces to be perpendicular to the direction of flow in high flow rate areas. See an example of typical breakline placement in **Figure 5.2.**

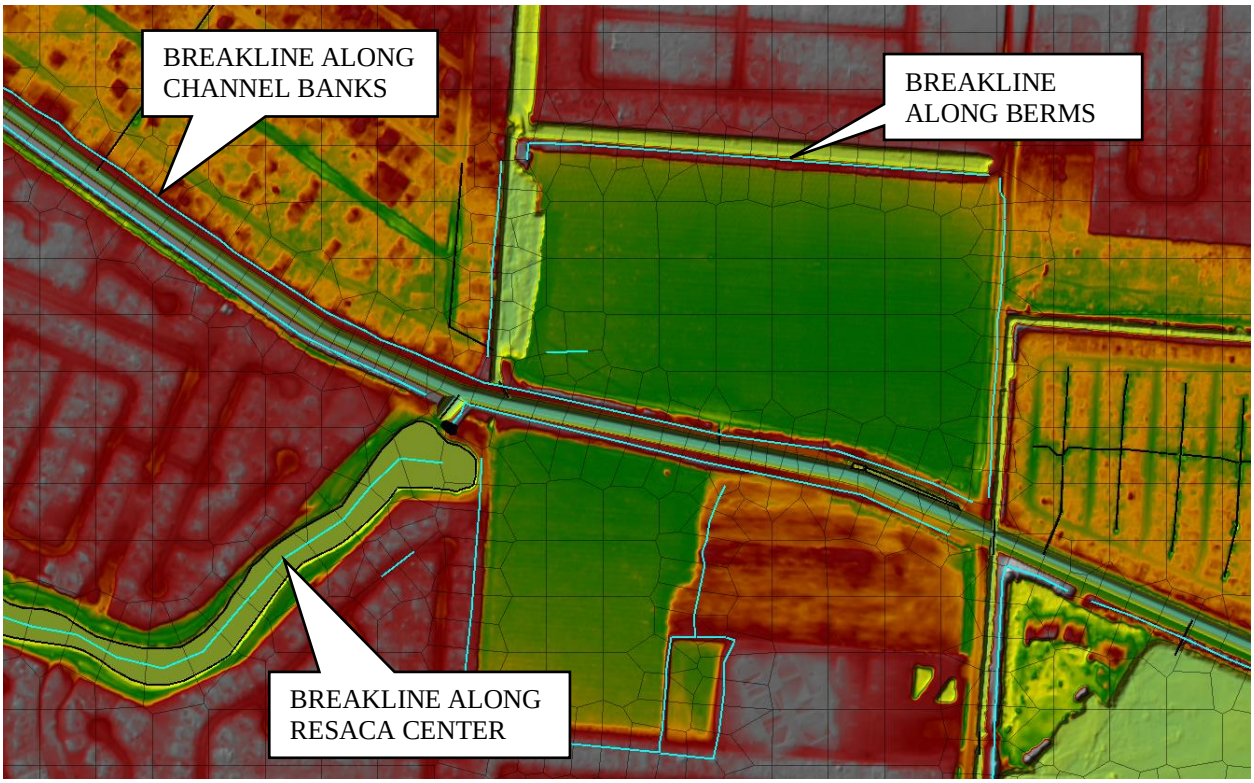

Figure 5.2 Breakline Example

5.1.2 HEC-RAS Boundary Conditions

As with any hydraulic model, boundary conditions are required for the simulation to properly account for flows entering and leaving the model. These typically include external points of inflow (flow hydrograph, precipitation, etc.) or outflow (normal depth slope, stage hydrograph, etc.). For this analysis, precipitation is the primary inflow boundary condition, and a stage hydrograph is the primary outflow boundary condition to model a static water surface elevation at the coast. However, other types of boundary conditions were used to connect the north and south models directly.

5.1.2.1 Precipitation

The hyetograph data produced by the hydrologic analysis is uniformly applied to the entire model. This is applied to each cell incrementally and the rate of application is based on the hyetograph intensity and the time step of the simulation.

For the calibration simulation, radar was used as the precipitation boundary condition (see **Section 6.1**)

5.1.2.2 Normal Depth

Normal depth boundary conditions were used along the edge of the models where there are potential overflows from one model to the neighboring model (i.e. from one watershed to another). This type of connection pulls flow from the upstream model based on normal depth

slope conditions and sends this flow to the neighboring model as a flow hydrograph. As shown in **Figure 5.3**, the boundary conditions are placed on the downward slope instead of at the ridge, where the watershed boundary is located, so that the assumed normal depth condition could be better simulated. This method was only used in areas where flow from one model to the other is characterized as sheet flow.

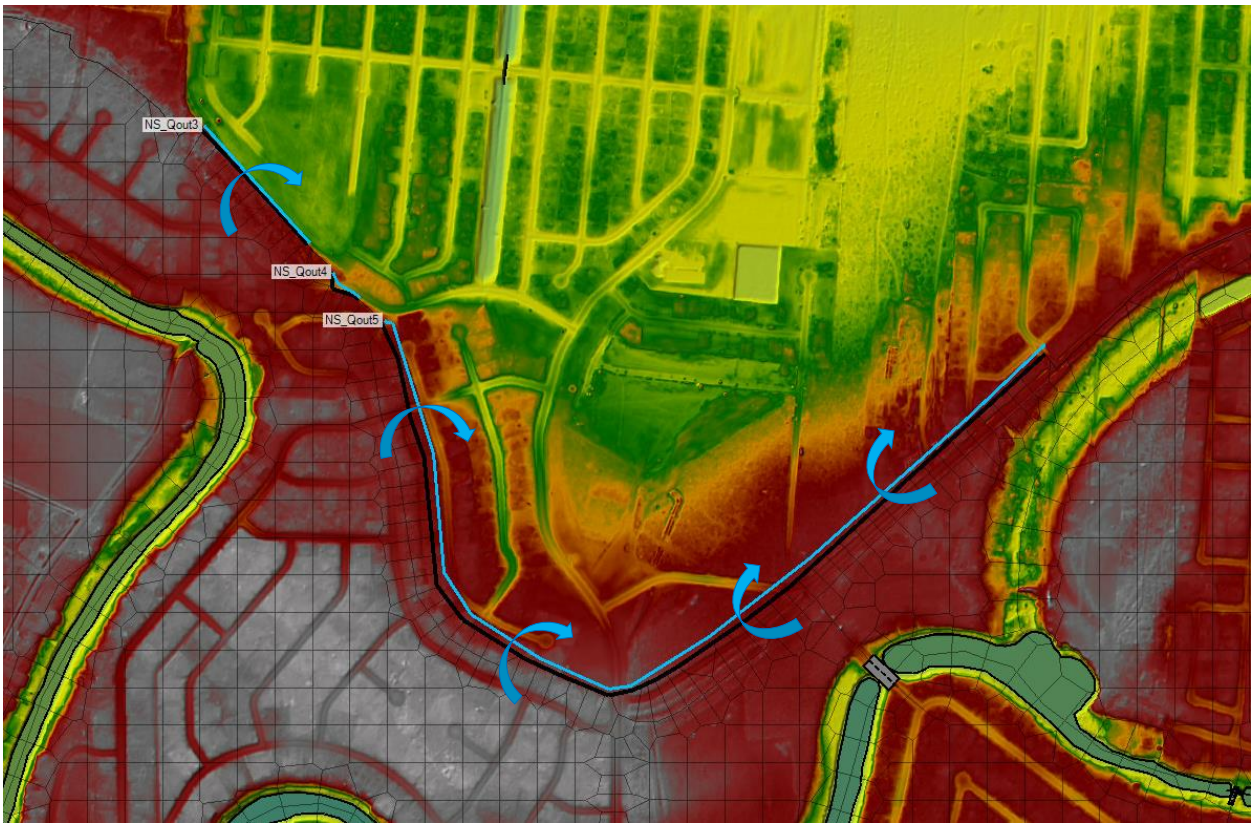

Figure 5.3 Normal Depth Slope Boundary Condition Example

5.1.2.3 Flow Hydrograph

Flow hydrographs are applied internally to the model to account for the sharing of flows between the two models. Flows being exported from a model using the normal depth boundary condition described above are imported into the neighboring model as flow hydrographs.

5.1.2.4 Stage Hydrograph

Stage hydrographs are applied as downstream boundary conditions along the Gulf where flow is ultimately leaving the study area. A static elevation of 0.85-ft was used based on the average tide elevation at the "Brazos Santiago Pass at South Padre Island, TX" gage. This was also the starting WSE for the gauges near the coast for the calibration event.

5.1.2.5 High Flow Model Coupling

The north and south models are connected on Cameron County Ditch 1 upstream of its confluence with Cameron County Ditch 2. At this interconnect, there are high flow rates within Cameron County Ditch 1 with substantial tailwater influences from the confluence downstream

of the connection in the north model. To adequately account for the tailwater influences on the flow passing from south model to the north model, stage hydrographs were pulled from the north model and applied to the south model. Flow hydrographs were then pulled from the south model and applied to the north model to account for the flow transfer. Since the flow across the connection can influence both the headwater and tailwater in both models, this process of applying the hydrographs was iterated until the stage hydrograph substantially converged. **Figure 5.4** shows how this connection is configured in the model.

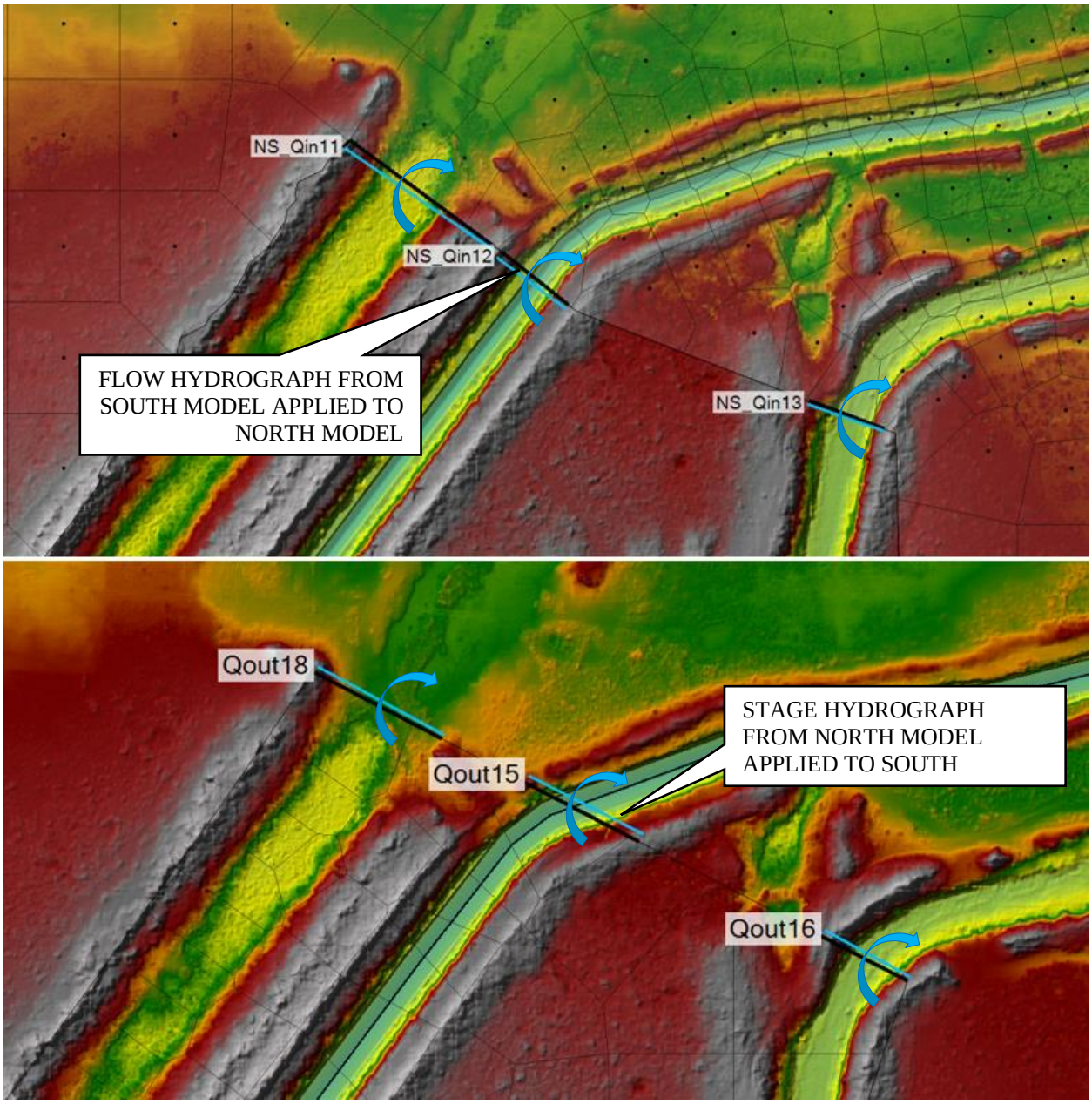

Figure 5.4 High Flow 2D Model Coupling Example

5.1.3 HEC-RAS Initial Conditions

Initial conditions were used primarily to establish standing water elevations at the beginning of the simulation. This was particularly necessary within the resacas, where the amenity levels are maintained by an outlet structure, to ensure the resacas are filled to the amenity water surface at the beginning of the simulation (see example in **Figure 5.5**). Initial conditions were also used to ensure that the water surface for the portion of the model near the coast starts at the assumed tidal elevation at the beginning of the simulation.

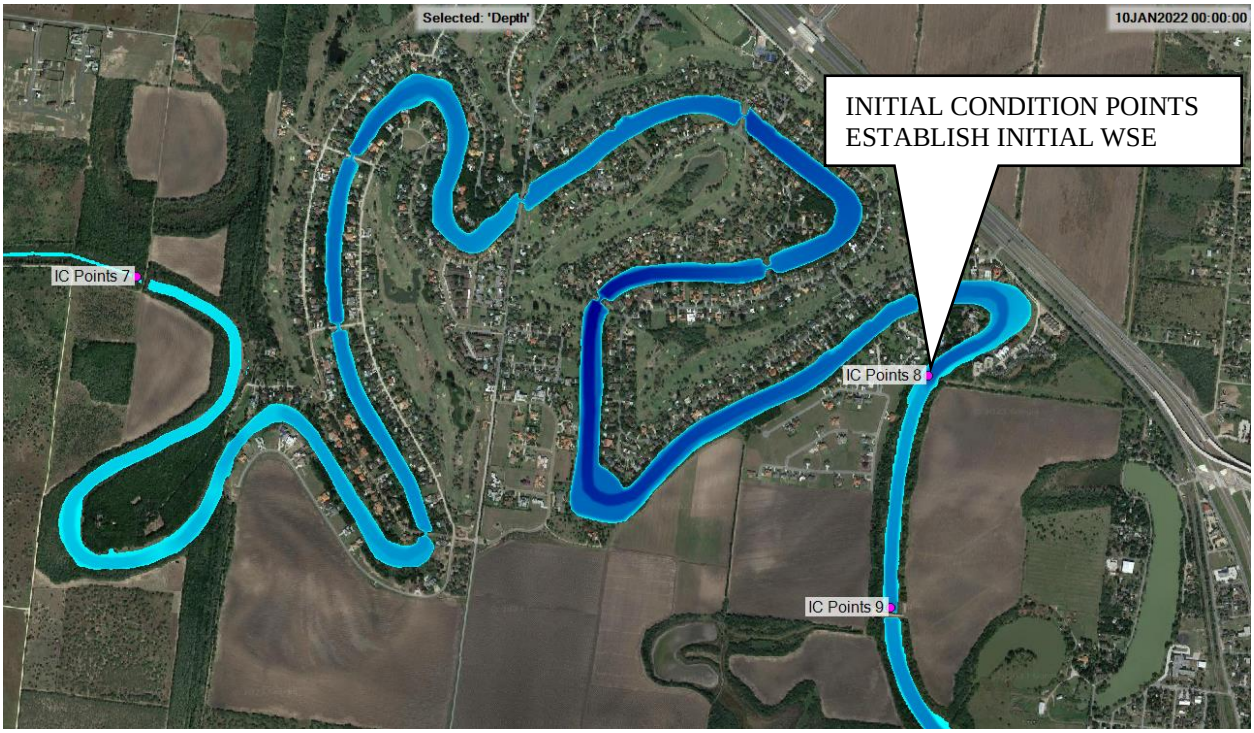

Figure 5.5 Initial Conditions Example

5.1.4 HEC-RAS Terrain

5.1.4.1 2018 LiDAR

For this analysis, the primary topographic source to develop the terrain is the South Texas LiDAR dataset from 2018 which covers all of Cameron County. The dataset is at a resolution of 3-ft x 3-ft and provides a single elevation at each pixel. The RAS model uses this data to develop elevation-volume curves for each cell as well as cross-sectional profiles for each cell face based on the resolution of the terrain grid.

LiDAR technologies have limitations such as diminished accuracy in areas with dense vegetation, inability to gather bathymetric topography (such as in ditches with standing water), and inability to capture the culvert openings underneath roadways. To compensate for these limitations, in-field topographic survey was obtained and incorporated into the base terrain.

5.1.4.2 Terrain Conditioning – Culverts

Since culverts are not picked up in the base terrain model, most culverts within the study area were incorporated into the model as 2D connections. However, in low population areas where it was not critical to obtain survey but still important to incorporate into the model, the terrain was modified (i.e., "burned away") in these locations to estimate the opening size of the culvert. For instance, as shown in **Figure 5.6**, a vertical section is stripped from a roadway to account for the culvert across the road. The size of the burn strips were chosen to be a smaller width than the culvert to reflect the true open area and thereby approximate the hydraulic losses across the culvert.

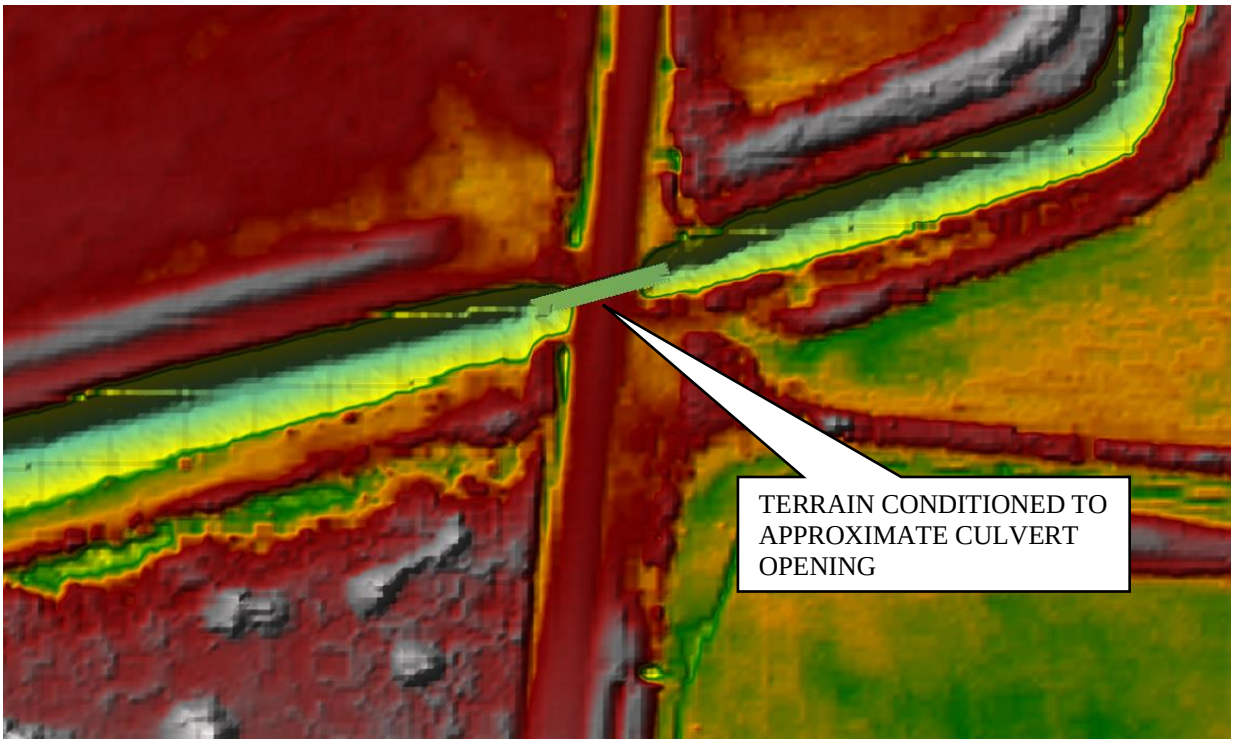

Figure 5.6 Terrain Culvert Conditioning Example

5.1.4.3 Terrain Conditioning – Storm Sewer

Like culverts, storm sewer pipes are also not captured by the LiDAR. In most instances, storm sewer networks were included in the model by incorporating them as 2D connectors, or more commonly, by modifying the terrain to "burn away" the terrain to approximate the positive conveyance that is being provided for the storm sewer (see Figure 5.7). Without any type of approximation of storm sewer, the rain-on-mesh modeling approach overestimates the amount of storage and attenuation of flood waters in developed areas due to lack of routing of urban flow where storm sewer networks are providing a substantial amount of routing of runoff to the major creeks and channels. After review of the initial modeling results, areas of potentially high flood risk due to conveyance restriction in the storm sewer network were modeled as 2D connectors. For one area, downtown Brownsville between Town Resaca and the Rio Grande, a full 1D/2D model was developed in ICM to ensure the storm sewer was being modeled and approximated sufficiently.

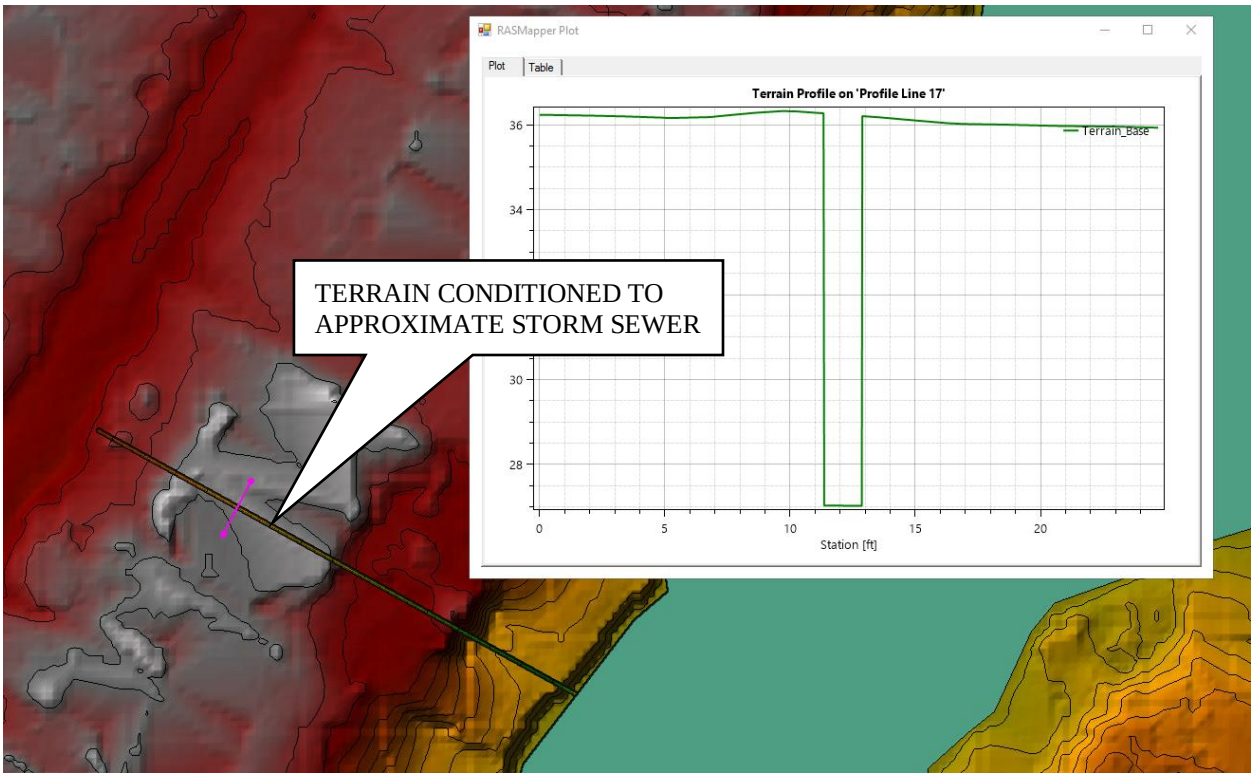

Figure 5.7 Terrain Storm Sewer Conditioning Example

5.1.4.4 Terrain Conditioning – Channels

Due to their proximity to the coast and flat topography in the region, many of the channels have permanent standing water on the bottom of the channel (as much as a few feet in places). Since channels are the backbone of the conveyance system in this region, it is critical to have an accurate representation of the full channel geometry incorporated into the model. In-field survey was obtained for most major channels.

Where survey was not obtained, channel flow lines were either interpolated between survey points, or modified based on the flow lines provided in previous study models.
Figure 5.8 shows an example of a channel that was surveyed and incorporated into the base terrain model.

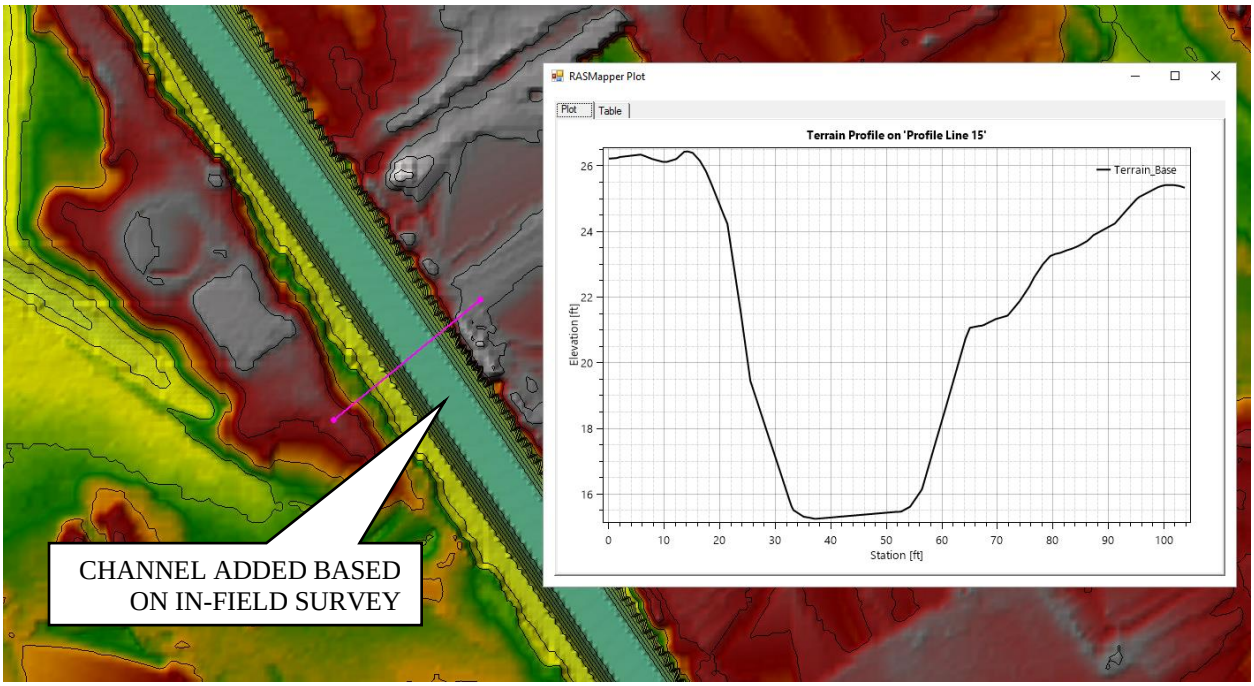

Figure 5.8 Terrain Channel Conditioning Example

5.1.4.5 Terrain Conditioning – Resaca

Most of the resacas are maintained as amenity ponds or lakes but also provide some amount of drainage conveyance. To account for the full cross-sectional area of each resaca in the conveyance calculations, the resacas were "burned away". Based on previous studies, it was assumed that most resacas are at least 5-feet deep. The footprint of the amenity level of each resaca was, in turn, burned down by 5-feet as shown in **Figure 5.9**.

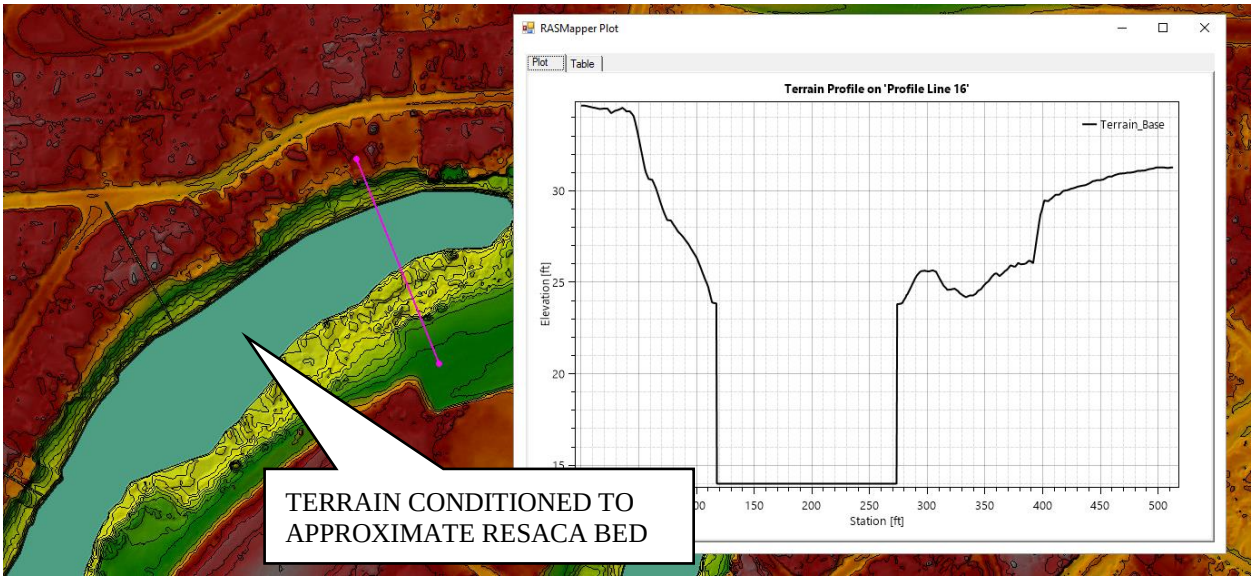

Figure 5.9 Terrain Resaca Conditioning Example

5.1.5 HEC-RAS Infiltration

Further discussed in Section 4.2, infiltration layers were developed based on the NRCS CN method to calculate rainfall infiltration and, in turn, runoff. Two layers were developed, one for CN to calculate infiltration into the soil and the other for impervious percentage. These two layers are brought into RAS as a map layer and each 2D cell calculates runoff for the entire cell area based on the information provided by the underlying land cover layers. These two layers are shown in **Exhibit 4** and **Exhibit 5** which are located in **Appendix A**.

5.1.6 HEC-RAS Manning's 'n'

A Manning's n roughness map layer was developed for the 2D mesh based on a land cover raster developed using the latest aerial imagery available for the region. This layer is shown in **Exhibit 5** located in **Appendix A**.

With version 6.3, HEC-RAS can capture a high level of detail in the 2D cell face from the underlying manning's n layer using the "Spatially Varied Manning's n on Faces" feature. Previous versions of HEC-RAS can only pull in a single manning's n value for an entire cell face based on the intersect of the mid-point of the 2D cell with the underlying land cover map layer. This new feature now captures the high level of detail by developing a manning's n verse flow depth curve where the manning' n value at a particular depth is the weighted average of the manning's n at that depth. With this higher level of accuracy, it was appropriate to develop a map layer that captures a higher level of detail in the land cover than is provided by the NLCD.

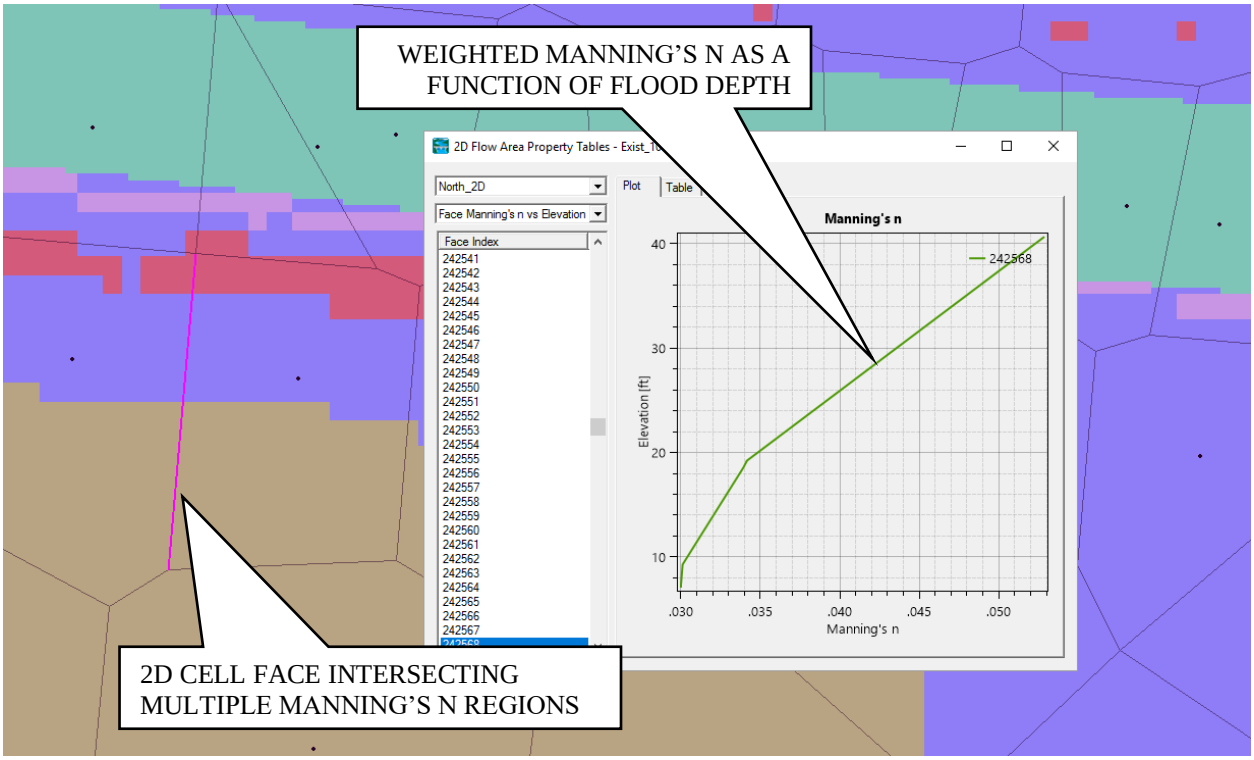

Figure 5.9 Weighted Manning's N On Cell Face Example

In urban areas, buildings often inhibit the flow of water but still provide floodplain storage if inundated. To account for this, the Manning's n layer for areas such as residential developments typically have a higher value. For this study, it was decided that additional detail needed to be provided for commercial areas where there are often large open parking areas that may have a low Manning's n but are inaccurately weighted high due to the large buildings on the site. Therefore, commercial developments were given a lower Manning's n to reflect the parking lots and any buildings were given a much higher value. The high value for buildings allows for the precipitation to be applied to the building area and be allowed to drain out of the cell while still providing enough friction to mimic the inhibitive effects of the building during high flood conditions. Figure 5.10 shows this application to the manning's n layer.



Figure 5.10 Commercial Versus Residential Manning's 'n' Layer Example

Since Manning's n is typically lower for higher flow depths, it is standard practice in 1D modeling to use a lower Manning's n values for the channel and a higher Manning's n for the shallower overbanks for the same land cover type. This same approach was used when developing the 2D model. The map layer was manually adjusted, using classification polygons, to classify the channels so that a lower Manning's n value could be applied to the channels (see **Figure 5.11** for an example of the application of the channel classification).

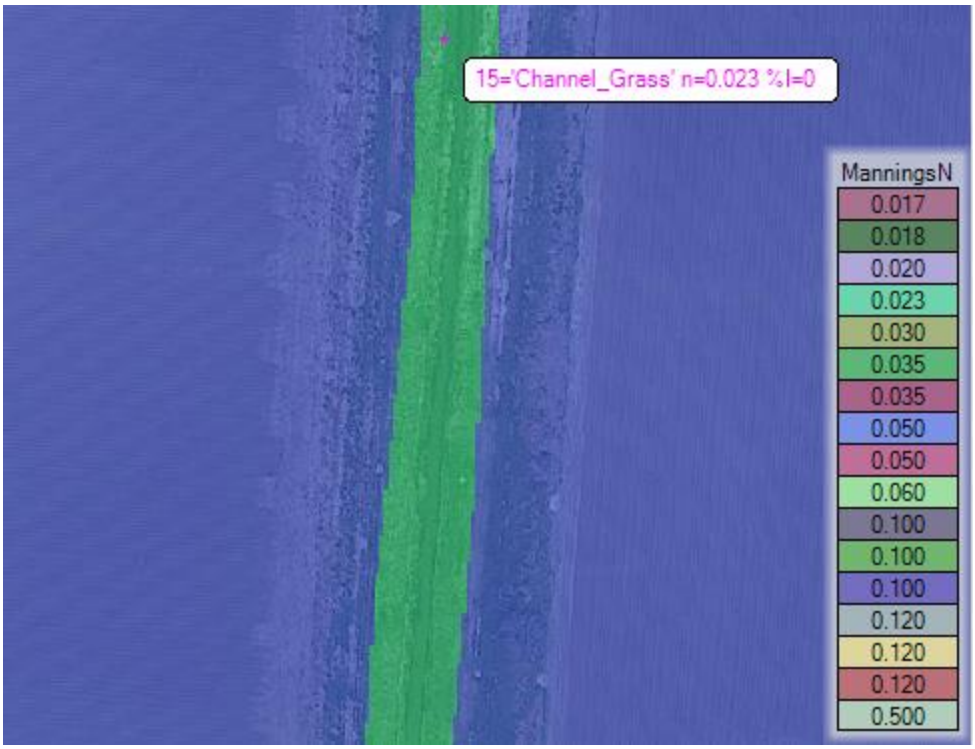

Figure 5.11 Channel Manning's 'n' Classification

After classification was complete, Manning's n values were applied to the land cover classification. Traditional and established values for riverine analyses found in engineering textbooks were used for both the channel and the overbank values. Typically, a separate classification is used for the areas of the watershed where flow is very shallow (less than 2-inches) to account for the hydrologic routing of shallow runoff in the upper parts of the watershed. However, a sensitivity analysis was done during the calibration process, and it was determined that the conditions of this region were such that the calibration was not sensitive to a higher Manning's n value in these shallow regions. For sake of simplicity, a shallow Manning's n classification was disregarded.

These values were adjusted during calibration, with an emphasis on the channel values where flow is highest and water surface elevation is most sensitive to variation in Manning's n values. **Table 5.1** shows the final calibrated manning's "n" values used in the hydraulic modeling.

Table 5.1 Final Manning's "n" Values

Land Cover Classification	Manning's "n" Value
Concrete Channel	0.017
Concrete / Grass Channel	0.018
Grass Channel	0.023
Shrub Channel	0.035
Buildings	0.50
Cultivated Crops	0.05
Dense Trees-Vegetation	0.12
Developed Grass Areas	0.06
Developed Low Intensity	0.10
Developed Medium Intensity	0.12
Forest	0.10
Impervious Areas	0.02
Open Water	0.03
Residential Lots	0.12
Shrubland	0.06
Wetlands	0.10

5.1.7 HEC-RAS 2D Connections

HEC-RAS uses 2D connections to model structures such as bridges and culverts within the 2D mesh. Most bridges and culverts were modeled using 2D connections based on field survey data. Where survey was not available, information obtained from previous studies or field visits were used to input these structures into the model. The 2D connections only span the channel portion of the crossing (see example shown in **Figure 5.12**) since the 2D equations are sufficient to model the crossing's overbanks (typically roadways).

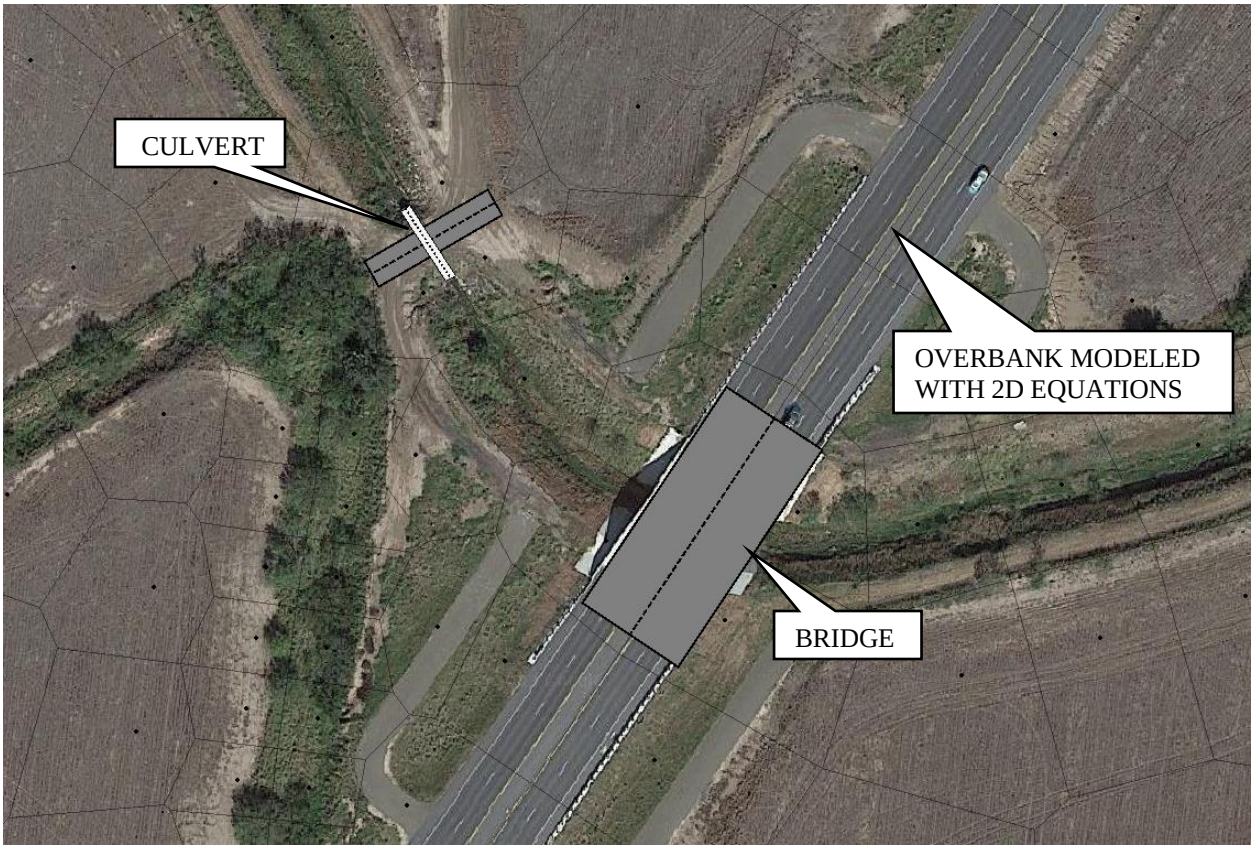

Figure 5.12 Bridge and Culvert 2D Connection Example

HEC-RAS does not have the capability to model storm sewer networks including inlet conveyance capacity. In order to approximate flow in some of the highly urban areas, many of the storm sewer trunklines were modeled with 2D connections using culvert equations to approximate friction losses while neglecting minor losses. The primary intent of this approach was to ensure proper hydrologic routing through the urban areas and secondarily to ensure that pluvial flooding was not overestimated due to lack of a modeled storm sewer network.

As discussed above, an ICM model was developed for the critical urban area located between Town Resaca and the Rio Grande to ensure that the hydraulic results and the projects developed for this area are appropriate.

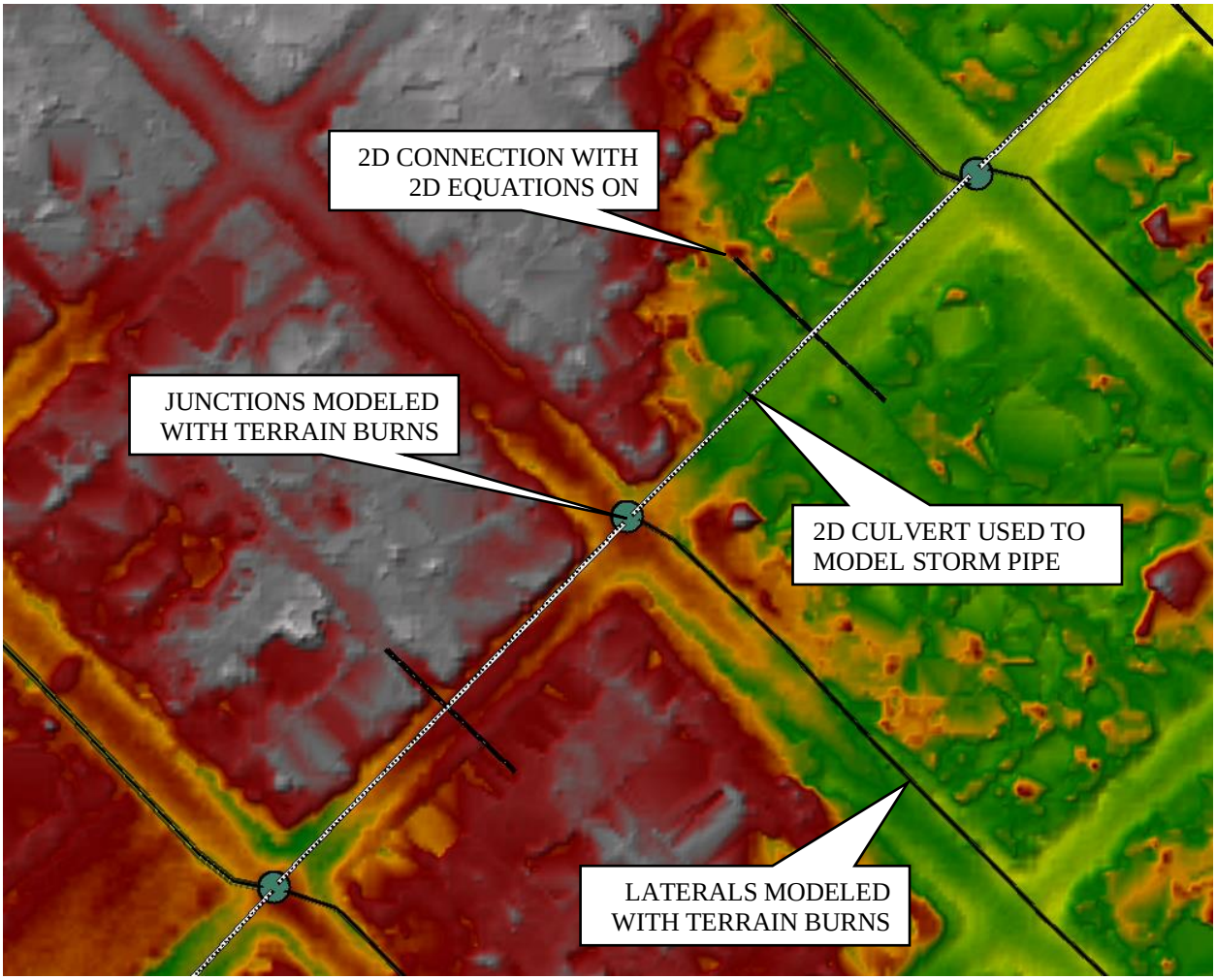

Figure 5.13 Storm Sewer Trunk Line 2D Connection Example

6 Model Calibration and Results

Calibration is a necessary part of model development to ensure that the assumptions and model development methodologies result in a model that can adequately approximate real-world flood conditions. Calibration also gives confidence to the accuracy of the flood results produced by the model and ensures the flood mitigation projects evaluated with the model will perform as intended and provide the desired flood risk reduction after construction.

The calibration process consists of gathering and analyzing historic gauge data (where available), comparing the results of the model against the historic gauge data, and adjusting model parameters until the results of the model approximate the data provided by the gauges.

The calibration is only as good as the gauge data that is available. In this case, several gauges are located on several channels located in the southern portion of the watershed where the most densely populated areas are located. However, most of these gauges are only a few years old limiting the data available for calibration.
The calibrated models were then used to simulate synthetic rain events for the 10%, 4%, 2%, 1% and 0.2% annual chance events. These synthetic storm event simulations were then used to develop high-level flood risk mapping and to support flood mitigation project development

6.1 Calibration

6.1.1 Calibration Event

A storm that occurred in May of 2022 was used to calibrate the model. The gauges recorded approximately 4.6 inches of rain during a 24-hour period. The most intense period of this storm roughly matched the intensity of a 20% annual chance event. This storm was selected for calibration since it is the highest intensity storm during the short period of record.

6.1.2 USGS Gauges

Seven gauges, managed by the USGS, provide precipitation data and stage information for main streams throughout the study area but are primarily concentrated around the most populous region of Brownsville. Six of the seven USGS gages in the HUC-10 were used for calibration. The seventh gauge was not used due to lack of available data. **Figure 6.1** and **Table 6.1** summarizes the location of the gauges used in the calibration effort.

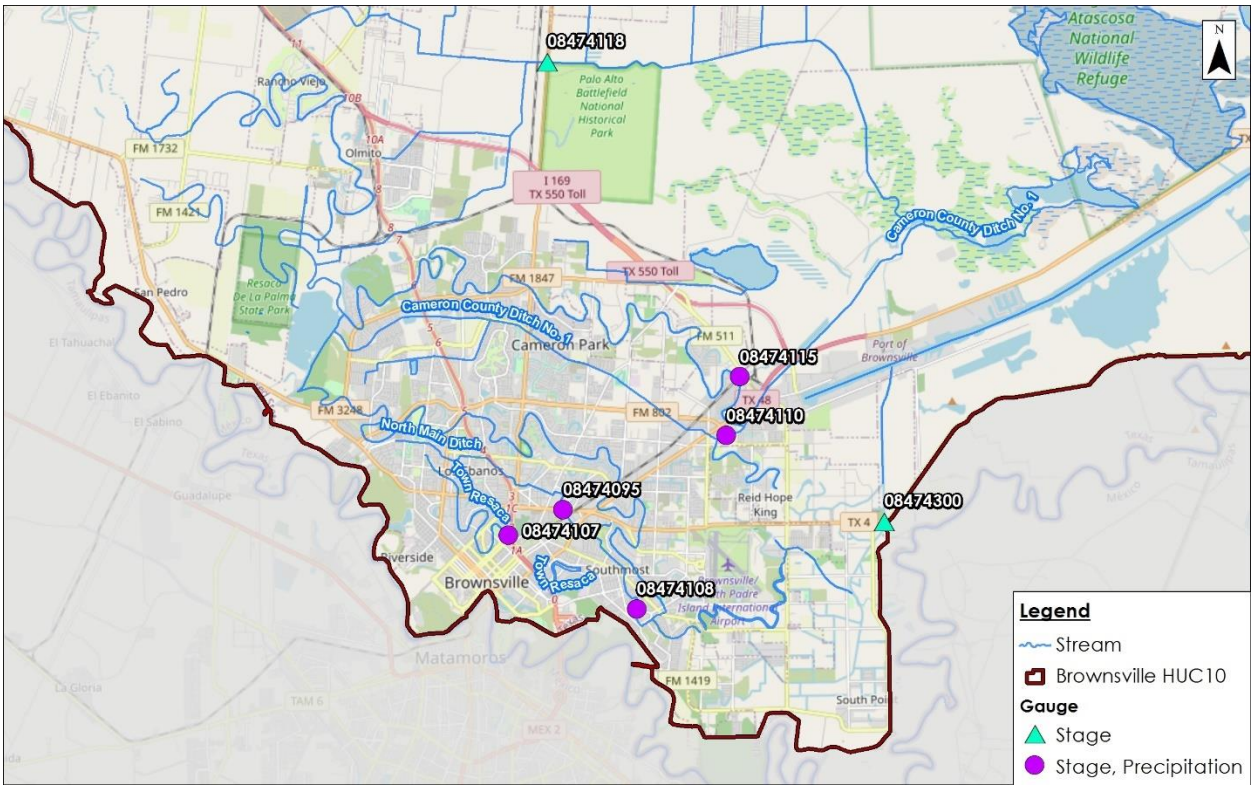

Figure 6.1 USGS Gauge Locations

Table 6.1 Summary of USGS Gauges Used for Calibration

Gauge Number	Gauge Name	Stream Name	Installation Date	Type
08474118	Cameron Co Ditch 2 at FM 1847	Cameron County Ditch No. 2	8/10/2021	Stage
08474110	Cameron Co Ditch 1 at FM 802	Cameron County Ditch No. 1	6/10/2021	Precipitation / Stage
08474107	Town Resaca at E 6th St	Town Resaca	4/27/2022	Precipitation / Stage
08474095	N Main Drain at Boca Chica Hwy	North Main Drain	2/11/2022	Precipitation / Stage
08474108	N Main Drain at Manzano St	North Main Drain	2/10/2022	Precipitation / Stage
08474300	Old Main Drain No 2 at SH 4	Old Main Drain No. 2	10/06/2021	Stage

6.1.3 Calibration Process

The May 2022 storm event rainfall data was incorporated into the hydraulic model using gridded rainfall. Since the rain-on-mesh model methodology was used for this study, the high spatial resolution provided by the gridded radar data (when compared to the point rainfall data provided by the USGS gauges) could be translated to high spatial resolution in runoff computed by the model resulting in more accurate calibration.

Figure 6.2 shows the maximum accumulated rainfall produced by this storm event.

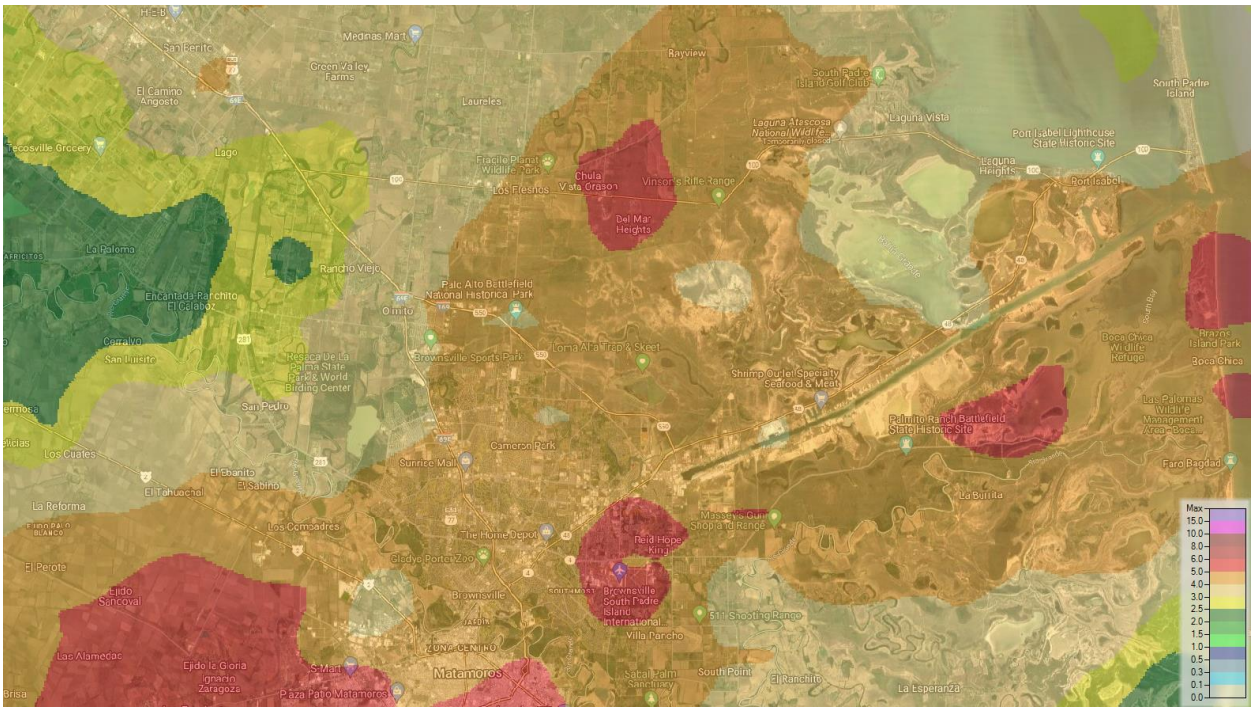

Figure 6.2 Max Rain Accumulation of the May 2022 Event

To ensure the accuracy of the radar data, the rainfall applied to the model at the location of each gauge was compared to the rainfall that the gauges recorded. As shown in **Figure 6.3**, the recorded gauge rainfall closely matches the rainfall applied to the model.

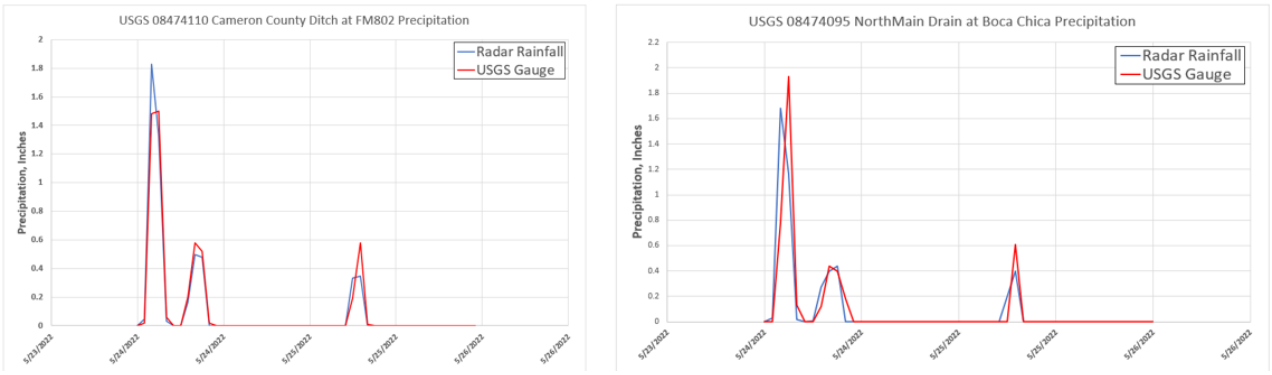

Figure 6.3 Radar Grid Data Compared to USGS Data

As previously mentioned, the USGS gauges provide stage hydrographs depicting water levels during storm events, typically near road crossings. These readings were compared against the stage hydrographs from the hydraulic model. Model parameters were iteratively adjusted until the stage hydrographs within the model approximated the gauge stage data. The stage in the model was most sensitive to infiltration rates (CN coupled with impervious percentage) and the

Manning's n values for the channel. Therefore, model adjustments were primarily focused on these two parameters.

It was also noted that the accuracy of the rising limb of the stage hydrographs was highly dependent on the ability of the urban areas to route flows to the channels. The more detail added to the storm sewer networks in the urban areas, the more closely the rising limb of the hydrograph and the timing of the crest of each "hump" in the hydrograph matched the gauge data.

6.1.4 Calibration Results

The calibration goal was to have a model that produces stages that are within 0.5 feet of the observed stage for all six gauges using model parameters that fell within standard acceptable ranges.

Figure 6.4 shows examples of the calibration results for two of the gauges. **Table 6.2** provides a summary of the calibration results for all the gauges. The full calibration results can be found in **Appendix B**.

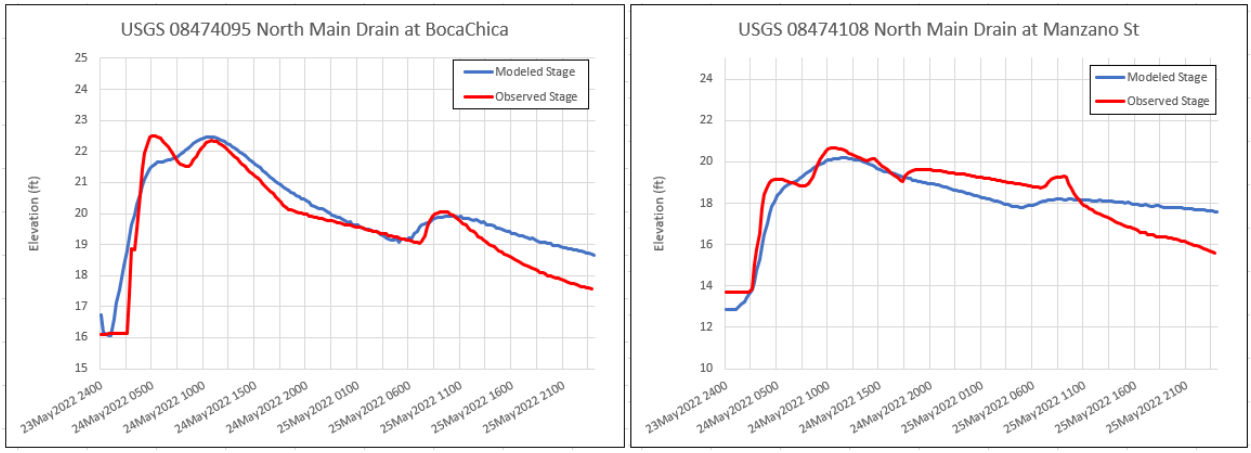

Figure 6.4 Stage Hydrographs: Calibrated Model VS USGS Gauges

Table 6.2 May 2022 Storm Observed VS Modeled WSE Summary

Gauge Number	Gauge Name	Modeled Stage (ft)	Gauge Stage (ft)	Difference (ft)
08474118	Cameron Co Ditch 2 at FM 1847	8.18	8.04	0.14
08474110	Cameron Co Ditch 1 at FM 802	9.74	9.25	0.49
08474107	Town Resaca at E 6th St	23.85	24.26	-0.41
08474095	N Main Drain at Boca Chica Hwy	22.64	22.51	0.13
08474108	N Main Drain at Manzano St	20.5	20.67	-0.17
08474300	Old Main Drain No 2 at SH 4	5.95	5.49	0.46

6.2 Model Results

The calibrated models were then used to simulate synthetic rain events for the 10%, 4%, 2%, 1% and 0.2% annual chance events. These synthetic storm event simulations were then used to develop high-level flood risk mapping. Flood depth maps for the 1% annual chance event can be found in **Appendix C**.

7 Alternatives Analysis

Potential flood mitigation projects were developed for ten areas with high flood risk. These projects were evaluated to determine project capital cost, flood risk benefit, and to ensure no adverse impact to neighboring properties. These projects have been submitted to the regional state flood planning group for consideration in the State Flood Plan.

These projects are conceptual in nature and will likely change in scope, cost, benefit, etc. as they progress through design and construction. However, this conceptual analysis is a first step to identifying projects and will give planners and decisionmakers a better understanding of the resources needed to mitigate these high flood risk areas so that action can be taken to plan for these projects. Finally, it gives stakeholders important information that will make them competitive for grant funding to help pay for these projects.

7.1 Problem Area Identification

Before developing flood mitigation projects, a flood risk evaluation was performed for the entire study area to identify the areas with highest flood risk (i.e., “problem areas”) where there is the strongest need for flood mitigation projects.

Ten problem areas were identified and ranked based on 3 categories: 2D modeling results, stakeholder identification, and historical data such as flood insurance claims and drainage complaints.

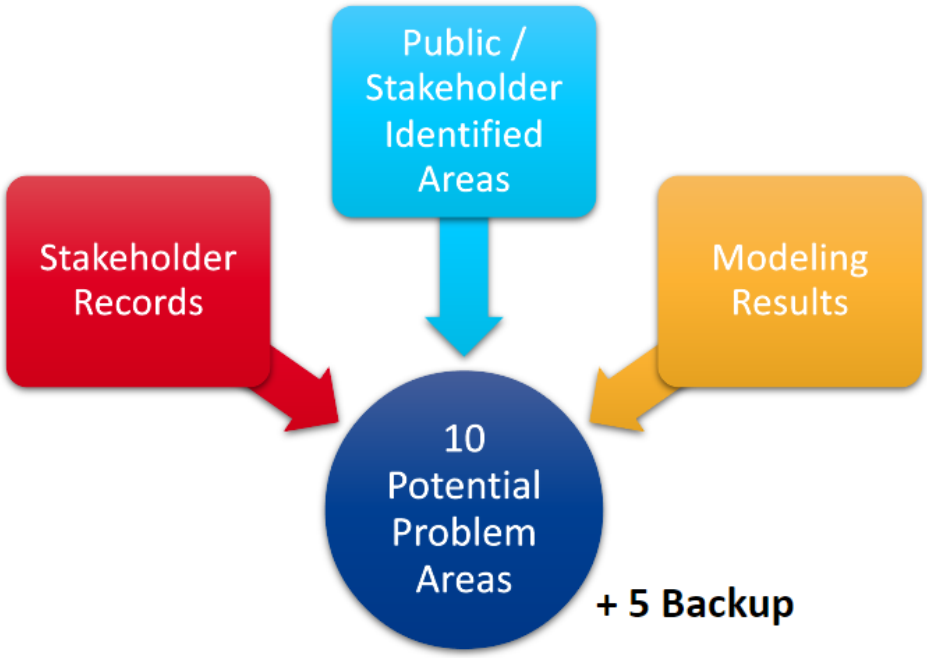

Figure 7.1 Problem Area Identification

Residential and commercial structures were classified as having low, medium, or high flood risk based on the depth of flooding at each structure as shown in **Figure 7.2**. Slab on grade structures were assumed to have a finished floor elevations (FFE) that is 6-inches above natural grade and modular homes were assumed to have a FFE that is 1.5-feet above natural grade, with natural grade based on the 2018 LiDAR topographic data.

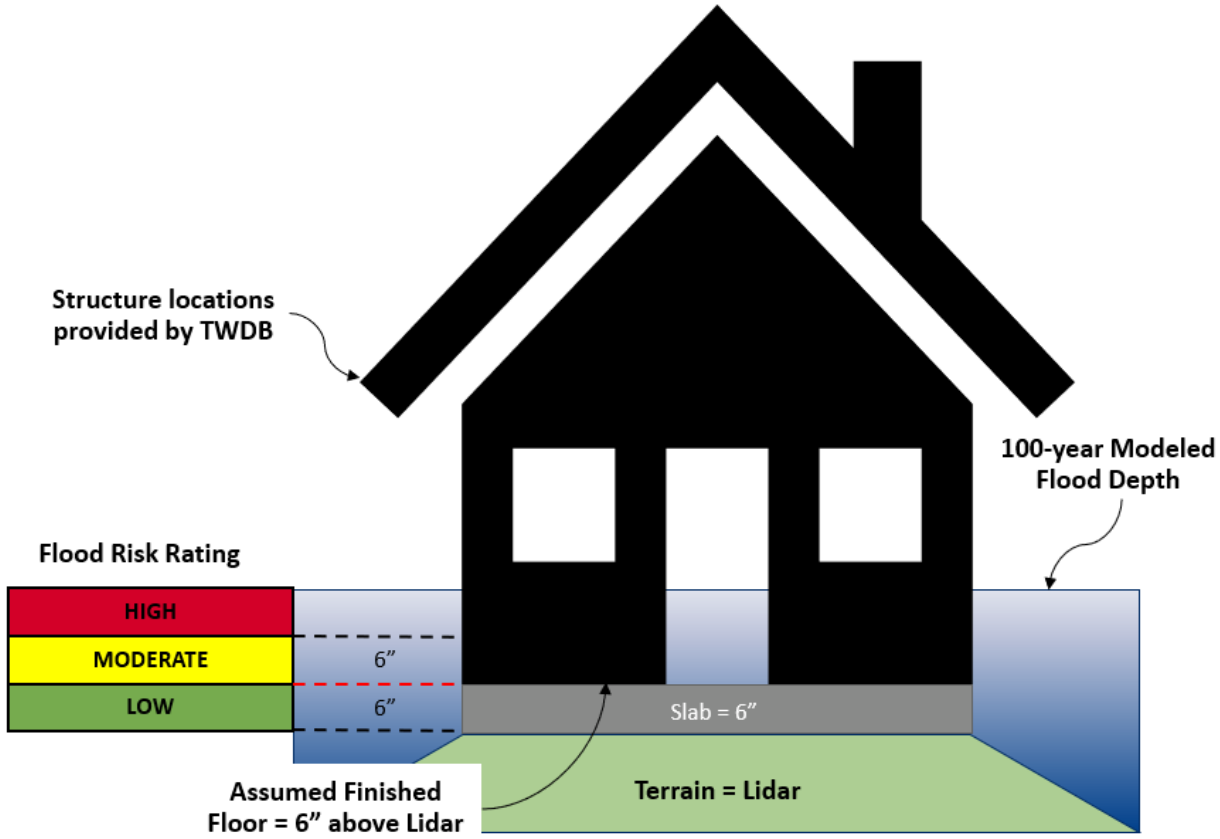

Figure 7.2 Building Flood Risk Classification

A heat map was then created which indicates the areas with the highest density of structures that were classified as having either moderate or high flood risk. Based on the location of these hot spots, fifteen problem areas were delineated. These problem areas were then checked against existing flood risk data, presented to stakeholders, and to the public to confirm that these areas have a legitimate flooding problem and that a flood mitigation project would be beneficial.

An overview of the identified problem areas is shown in **Table 7.1**. **Exhibit 9** in **Appendix A** shows the flood risk heat map along with the location of the top ten identified problem areas.

Table 7.1 Summary of Selected Problem Areas

Problem Area ID	Problem Area Name	Watershed	Sponsor	Structures with Moderate and High Flood Risk
PA1	North Main Drain and Impala Ditch	North Main Drain	Brownsville	804
PA2	Cameron County Ditch 1 at Confluence	Cameron County Ditch 1	Brownsville	674
PA3	Cameron County Ditch at Cameron Park	Cameron County Ditch 1	Brownsville	400
PA4	Town Resaca at West 5th Street	Town Resaca	Brownsville	346
PA5	Cameron County Ditch 1 at Golf Center	Cameron County Ditch 1	Brownsville	196
PA6	Los Fresnos at East 10th St.	Cameron County Ditch 2	Los Fresnos	191
PA7	Cameron County Ditch 1 at Hwy 69E	Cameron County Ditch 1	Brownsville	186
PA9	North Main Drain and Hwy 69E	North Main Drain	Brownsville	135
PA11	Los Fresnos West Ocean Blvd	Cameron County Ditch 2	Los Fresnos	132
PA12	Town Resaca at Washington Park	Town Resaca	Brownsville	123

7.2 Mitigation Goals

Due to the scale of flooding and amount of flood water volume trapped between the resacas, attempting to achieve a 1% ACE level-of-service (the 1% ACE flood event contained within the channel banks) at each problem area was deemed unfeasible since the projects would be so large and likely require the need to obtain significant numbers of homes and structures that implementation would be unrealistic. Instead, the goal was to develop projects that are implementable and cost effective, while achieving a high level of benefit.

Additionally, while some projects provide only a few inches of flood reduction benefit, the large size of the benefit areas ultimately provides justification for the project.

7.3 General Considerations

In addition to cost and flood reduction benefit, many other factors were considered when developing each recommended project including:

- Constructability – can the projects be feasibly constructed
- Maintenance – will maintenance of the project be feasible and cost effective
- Negative Flood Impacts – will the project cause any adverse impacts to flood levels either upstream or downstream of the project area

- Environmental Permitting – will the project have the potential to impact wetlands and require environmental mitigation
- Right-of-Way Acquisition – how much land will need to be acquired to implement the project
- Structural Buyouts – will the project require significant structural buyouts which has negative social
- Utility Conflicts – are there major utility conflicts that should be considered
- Permitting – will permitting with another government agency be necessary due to work within a levee, road, or railroad right-of-way
- Future Development – will growth inhibit the inability of the project to be implemented due to development of open space that was assumed available for the project to utilize

7.4 Conceptual Flood Mitigation Alternatives

In total, twelve projects were developed and evaluated for the ten problem areas listed above. Problem Area 1 was separated into two projects 1A and 1B since both are geographically disconnected from each other and can be constructed separately yet still have the same benefit area. Implementation of the projects will be easier since they are broken into more manageable pieces. Problem Area 11 was split in to two projects, 11A and 11B, for similar reasons.

Table 7.2 provides a summary of each project's estimated capital cost, estimated flood reduction benefits, and resulting benefit-to-cost-ratio (BCR).

Table 7.2 Project Cost and Benefit Summary

Project ID	Project Name	# Structures Removed from 1% ACE	# Structures w/ Reduced 1% ACE	Cost ($M)	BCR
P1A	North Main Drain and Impala Ditch	131	176	46.9	0.35
P1B	North Main Drain and Four Corners	83	417	33.3	0.05
P2	Cameron County Ditch 1 at Confluence	281	834	99.3	0.25
P3	Cameron County Ditch at Cameron Park	130	149	1.6	3.47
P4	Town Resaca at West 5th Street	71	469	34.1	0.74
P5	Cameron County Ditch 1 at Golf Center	399	214	45.5	0.22
P6	Los Fresnos at East 10th St.	92	100	4.4	1.10
P7	Cameron County Ditch 1 at Hwy 69E	191	152	7.7	0.63
P9	North Main Drain and Hwy 69E	84	465	32.5	0.19
P11A	Los Fresnos West Ocean Blvd	60	53	29.3	0.09
P11B	Los Fresnos West Ocean Blvd	17	22	17.0	0.14
P12	Town Resaca at Washington Park	48	144	8.7	0.59

Exhibits providing more detail into the specific components of each project along with exhibits showing the 1% ACE flood reduction benefits resulting from the project are provided in **Appendix E**. Additionally, project fact sheets are provided in **Appendix F** which consist of a one-page, quick overview of each project.

Each problem area has its own unique set of characteristics, and as a result, each project has its own unique set of mitigation solutions (structural measures that either convey or store flood waters) to achieve favorable flood reduction benefits. **Table 7.3** provides a summary of the different type of mitigation solutions utilized with each project.

Each project is described in further detail in the following sections.

Table 7.3 Project Mitigation Solution Summary

Project ID	Project Name	Improve Channel	Widen Channel	Upsize Culvert / Bridge	Upsize Storm Sewer	Add / Improve Pump Station	Add Det. Pond
P1A	North Main Drain and Impala Ditch	✓	✓	✓		✓	
P1B	North Main Drain and Four Corners	✓	✓	✓			✓
P2	Cameron County Ditch 1 at Confluence			✓			✓
P3	Cameron County Ditch 1 at Cameron Park				✓		
P4	Town Resaca at West 5th Street				✓		✓
P5	Cameron County Ditch 1 at Golf Center	✓	✓				✓
P6	Los Fresnos at East 10th St.				✓		✓
P7	Cameron County Ditch 1 at Hwy 69E	✓	✓	✓			
P9	North Main Drain and Hwy 69E				✓		✓
P11A	Los Fresnos West Ocean Blvd		✓	✓			✓
P11B	Los Fresnos West Ocean Blvd		✓	✓			✓
P12	Town Resaca at Washington Park				✓		

7.4.1 P1A – North Main Drain and Impala Ditch

Project P1A is located within the North Main Drain watershed located on the main stem of North Main Drain between International Blvd. and its confluence with the Impala Ditch, and along the Impala Ditch to the Impala Pump Station

This area is a valley sandwiched between the Town Resaca and Resaca De La Guerra with a manmade channel, North Main Drain, providing the primary conveyance of flood waters east toward its ultimate outlet at the ship channel. Flow is restricted where the channel crosses a high point just south of Resaca De La Guerra near the Southmost Road (see **Figure 7.3**). This restriction causes flood waters to back up and pond within the Four Corners areas. In the past, a secondary outlet was created with a man-made channel, Impala Ditch, and a pump station, Impala Pump Station, that pumps flow over the levee and into the Rio Grande River.

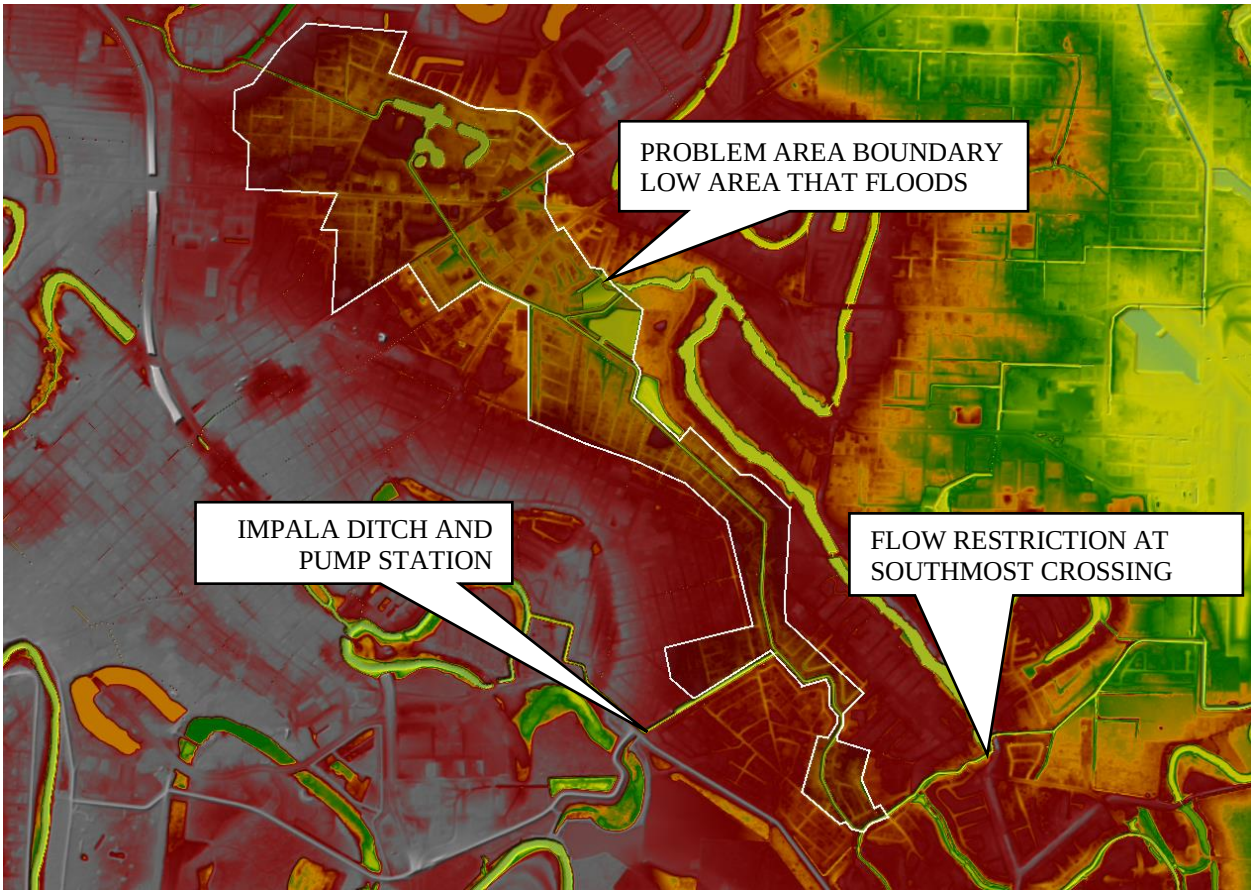

Figure 7.3 Project 1A and 1B Area Overview

Multiple preliminary alternatives were explored along this stretch of the North Main Drain and Impala Ditch to reduce flooding. The most feasible option is to construct offline detention withing the large undeveloped parcels near the Walmart located next to North Main Drain (Project 1B) and improve the secondary outlet at the Impala Pump Station.

This conceptual project includes increasing the pumping capacity of the Impala Pump station by 240,000 gpm, increasing the capacity of the Impala Ditch by expanding and concrete lining the ditch, and increasing the capacity of North Main Drain between Impala Ditch and International Boulevard, by widening the channel and concrete lining the channel. Ultimately, these improvements will allow water to convey from the problem area to the Rio Grande at a greater rate and thus reduce the level of flooding within the problem area. Since flows are being pumped to the other side of the levee and into the Rio Grande, flood mitigation will not be necessary. More detail on the specific components of the project can be found in the Project Layout exhibit located in **Appendix E**.

This project provides up to 1-foot of flood reduction for the 1% ACE which results in flood reduction for approximately 307 structures. Additional details on the flood reduction provided by this project can be found in the Project Benefit exhibits located in **Appendix E**.

The channel widening portion of the project requires the acquisition of additional right-of-way along the rear of several lots that will require significant coordination with property owners. Additionally, some of the channel widening improvements are located adjacent to existing structures, particularly on North Main Drain just upstream of the confluence with Impala Ditch. This project also puts a higher reliance on the Impala Ditch to control flooding in this area. The additional pumps will require additional maintenance but will provide additional redundancy to the existing pump station. Finally, since channel re-grading is being proposed, wetlands permitting may be required. Further environmental investigation should be performed to get a better understanding of the necessary wetlands permitting that will be required to construct the channel improvements.

A project worksheet that summarizes the scope, cost, benefit, and constraints for this project can be found in **Appendix F**.

7.4.2 P1B – North Main Drain and Four Corners

This project serves the same area as project P1A. This project was separated from Project PA1 to give the city flexibility to implement either project independently.

This conceptual project includes channel widening and road crossing improvements between Rockwell Drive and International Boulevard along with an offline detention pond. More detail on the specific components of the project can be found in the Project Layout exhibit located in **Appendix E**.

This project provides up to 0.3-feet of flood reduction for the 1% ACE which results in flood reduction for approximately 500 structures. The overtopping of the crossing at Old Port Isabel Road is also reduced, reducing mobility issues during extreme flood events. Additional details on the flood reduction provided by this project can be found in the Project Benefit exhibits located in **Appendix E**.

The offline detention pond requires the acquisition of a large amount of privately-owned property across several parcels. As a part of the project construction there is the potential for road closure as well as utility conflict and relocation. Finally, since channel re-grading is being proposed, wetlands permitting may be required. Further environmental investigation should be performed to get a better understanding of the necessary wetlands permitting that will be required to construct the channel improvements.

A project worksheet that summarizes the scope, cost, benefit, and constraints for this project can be found in **Appendix F**.

7.4.3 P2 – Cameron County Ditch 1 at Confluence

Project P2 is located within the Cameron County Ditch 1 watershed located on the main stem of Ditch 1 between Old Port Isabel Road and Ruben M Torres Boulevard.

Similar to project P1, this area is a valley sandwiched between the Resaca De La Guerra and Lower Resaca Rancho Viejo with a manmade channel, Ditch 1, providing the primary conveyance of flood waters east toward its ultimate outlet in the eastern salt flats. Flow is

restricted where the channel crosses a high point just south of Resaca De La Guerra near the Ruben M Torres Boulevard (see **Figure 7.4**). This restriction causes flood waters to back up and pond within the low-lying areas. There is also another ditch, called the Chicago Ditch, that routes runoff from north part of the airport. The confluence of both channels is located just upstream of the flow restriction.

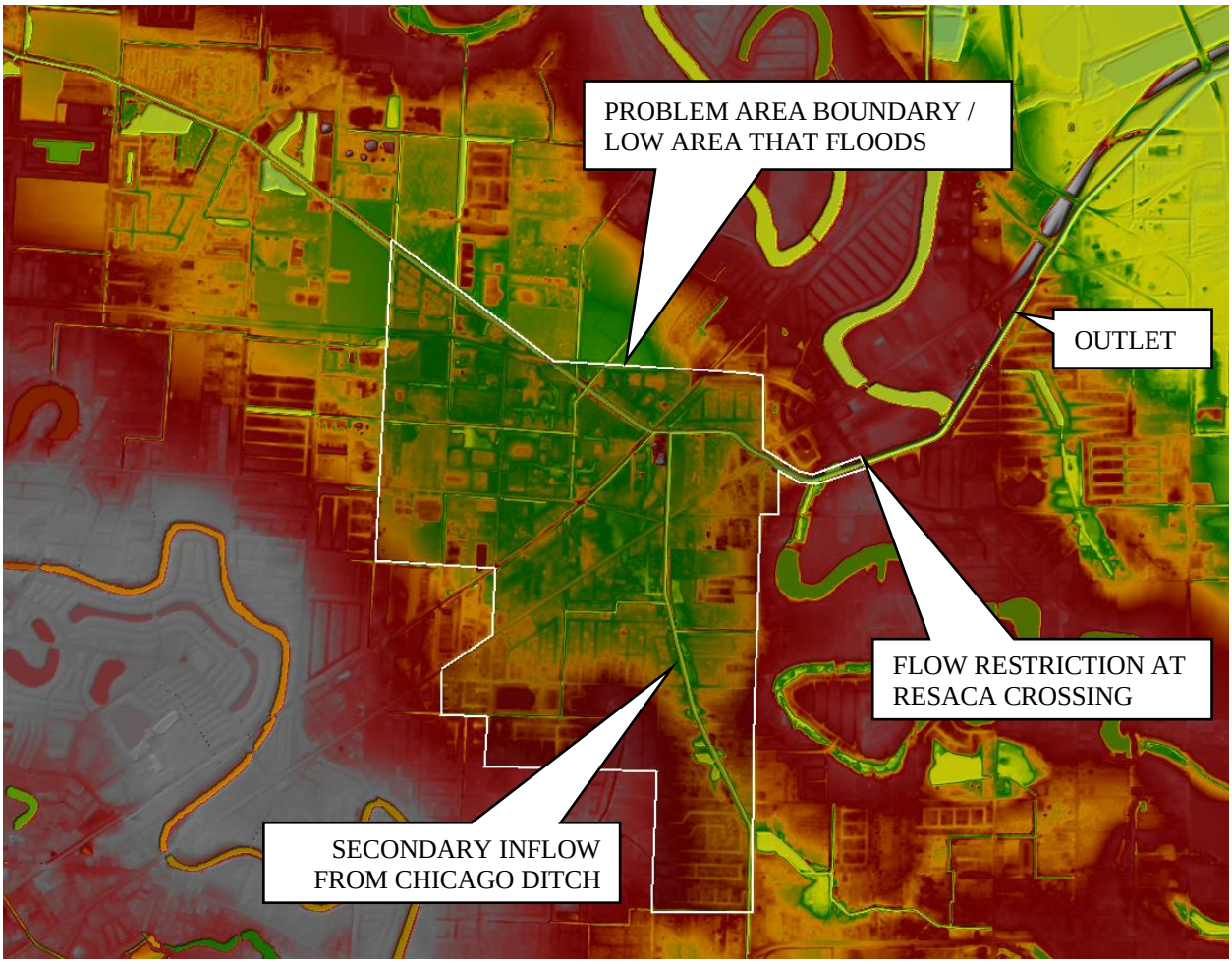

Figure 7.4 Project 2 Area Overview

Multiple preliminary alternatives were explored along this stretch of Cameron County Ditch 1. The most feasible and manageable option is to construct offline detention ponds withing the large undeveloped parcels located near the upstream side of the problem area. This conceptual project includes constructing five offline detentions ponds that provide 2,560 ac-ft of storage (approximately 1,900 ac-ft of excavation). To extend these benefits up the Chicago Ditch, the culvert on Padre Island Highway will be replaced with a clear-span bridge. More detail on the specific components of the project can be found in the Project Layout exhibit located in **Appendix E**.

This project provides up to 1-foot of flood reduction for the 1% ACE which results in flood reduction for approximately 1,115 structures. Additional details on the flood reduction provided by this project can be found in the Project Benefit exhibits located in **Appendix E**.
The offline detention ponds will require the acquisition of a large amounts of privately-owned property across several parcels and excavation of these large areas may require environmental permitting. Finally, to construct the bridge on Padre Island Highway, significant traffic control and utility relocation may be required. More detail on the specific components of the project can be found in the Project Layout exhibit located in **Appendix E**.

A project worksheet that summarizes the scope, cost, benefit, and constraints for this project can be found in **Appendix F**.

7.4.4 P3 – Cameron County Ditch 1 at Cameron Park

Project P3 is located in the Cameron Park neighborhood and centered primarily along Avenida Florencia. Several blocks located along Avenida Florencia and Avenida Jeffery experience heavy flooding, primarily from Cameron County Ditch 1 due to problems described in **Section 7.4.3**. The improvements proposed with Project 2 will reduce the flooding caused by backwater from the ditch; however, there will still be high flood risk within the community due to inadequate internal drainage facilities conveying flows from the neighborhood to the ditch.

This conceptual project includes improving the internal drainage infrastructure by providing several extreme event overflow pipes and weirs along Avenida Florencia to adequately drain to Cameron County Ditch 1. However, since the primary source of flooding is backwater from Cameron County Ditch 1, this project does not significantly benefit the community until project P2 is implemented. More detail on the specific components of the project can be found in the Project Layout exhibit located in **Appendix E**.

This project provides up to 1-foot of flood reduction for the 1% ACE which results in flood reduction for approximately 279 structures. Additional details on the flood reduction provided by this project can be found in the Project Benefit exhibits located in **Appendix E**.
The construction of the overflow routes will require drainage easements through several properties and may also require utility relocation. The project is also contingent on the implementation of project P2 before it will provide substantial benefit in flood risk.

A project worksheet that summarizes the scope, cost, benefit, and constraints for this project can be found in **Appendix F**.

7.4.5 P4 – Town Resaca at West 5th Street

Project P4 is located near downtown Brownsville between Town Resaca and the Rio Grande levees and between Palm Blvd and W 8th Street. This area contains several low-lying urban areas that do not drain adequately due to undersized storm sewer facilities (see **Figure 7.5**).

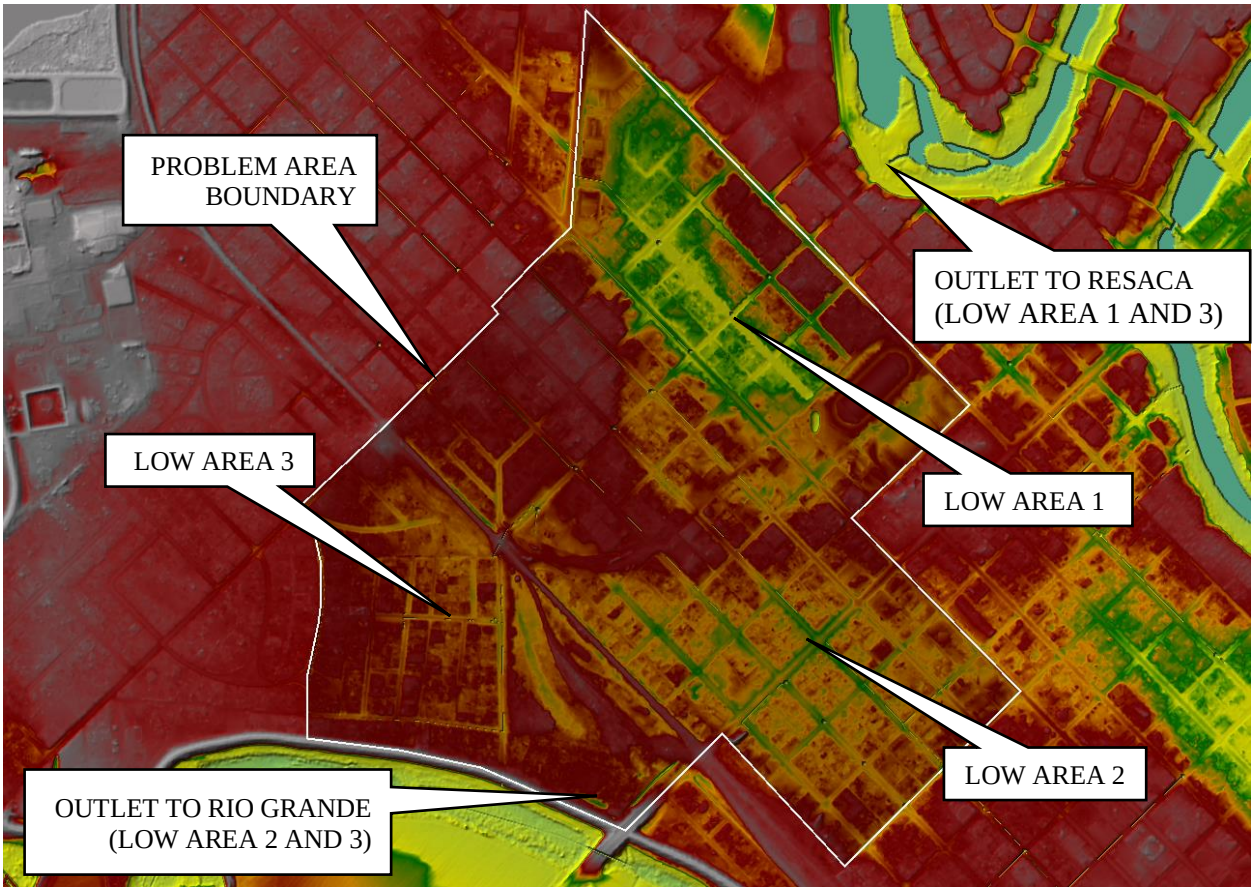

Figure 7.5 Project 4 Area Overview

Several project alternatives were preliminarily explored, but due to concerns with causing impacts along Town Resaca, additional drainage capacity to this location is not feasible. This project proposes to construct a detention pond at an existing undeveloped lot located between W 5th St and Palm Boulevard and install large storm sewer infrastructure in the low-lying areas to route flows to the proposed pond. Careful sizing of the storm sewer trunk lines will also allow additional flow to drain into Town Resaca from the low-lying area located near W Adams Street and W 5th Street by balancing flows between the pond and Town Resaca. More detail on the specific components of the project can be found in the Project Layout exhibit located in **Appendix E**.

This project provides up to 1.5-foot of flood reduction for the 1% ACE which results in flood reduction for approximately 540 structures. Additional details on the flood reduction provided by this project can be found in the Project Benefit exhibits located in **Appendix E**.

Construction of large storm sewer infrastructure will cause considerable disruption to the flow of traffic and access to properties along the drainage routes. Utility relocation is also expected to be a considerable complication with this project. Finally, to construct the detention pond, a large parcel of land will need to be acquired.

A project worksheet that summarizes the scope, cost, benefit, and constraints for this project can be found in **Appendix F**.

7.4.6 P5 – Cameron County Ditch 1 at Golf Center

Project P5 is located along Cameron County Drainage Ditch No. 1 near the Brownsville Golf Center. The community around the Golf Center and the local neighborhoods experience flooding issues due to poor drainage conveyance in Cameron County Ditch No. 1. Just downstream of the Golf Center, flow in Cameron County Drainage Ditch No. 1 is routed through a series of man-made lakes. The amenity level for these lakes is controlled by a pipe and concrete weir (see **Figure 7.6**). This structure is the source of flow restriction that causes water to back up into the neighborhoods along this project.

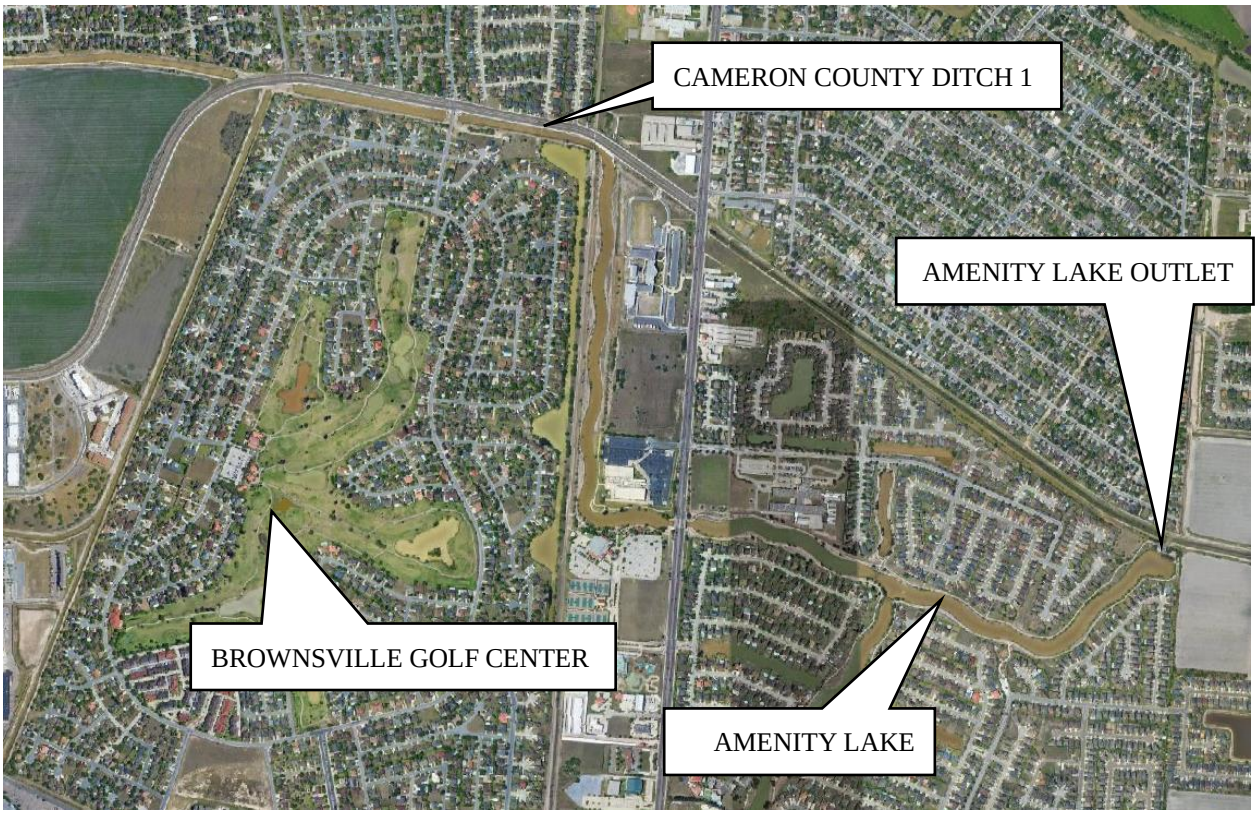

Figure 7.6 Project 5 Area Overview

To reduce flooding within the problem area, the amenity lake outlet must be increased and Cameron County Ditch 1 widened. However, this results in substantial downstream impacts to flood levels due to the loss of flood plain storage upstream of the amenity lake outlet. To compensate for this, 619 ac-ft of detention is needed to compensate for this loss of volume. The City of Brownsville engineering staff directed the study team to place the detention within the Golf Center which is owned by the city. The goal is to use this proposed pond as a multi-use facility (e.g., pond, park, playgrounds, soccer fields, etc.). In order to convey floodwaters from the ditch to the proposed pond, a large trunk storm sewer pipe will be installed within the North

San Marcelo Boulevard right-of-way. More detail on the specific components of the project can be found in the Project Layout exhibit located in **Appendix E**.

This project provides up to 1-foot of flood reduction for the 1% ACE which results in flood reduction for approximately 613 structures. Additional details on the flood reduction provided by this project can be found in the Project Benefit exhibits located in **Appendix E**.

The road crossing improvements will require portions of East Morrison Road and Las Palomas Street to be closed for construction. Finally, since channel re-grading is being proposed, wetlands permitting may be required. Further environmental investigation should be performed to get a better understanding of the necessary wetlands permitting that will be required to construct the channel improvements.

A project worksheet that summarizes the scope, cost, benefit, and constraints for this project can be found in **Appendix F**.

7.4.7 P6 – Los Fresnos at East 10th St.

Project P6 is located in a neighborhood in southeast Los Fresnos specifically at the east ends of 8th, 9th, and 10th streets. Past flooding in this area was caused by an undersized culvert located downstream of neighborhood that caused flood waters to back up into the street. A spoil berm exists along the channel that runs along the neighborhood's eastern and southern border which provides some flood protection from this backwater flooding. In 2021, however, the culvert was removed and is no longer the source of flooding in the area. However, there is still high flood risk within the community due to inadequate internal drainage facilities conveying flows from the neighborhood to the ditch in conjunction with the berm blocking any extreme event overflow routes (see **Figure 7.7**).

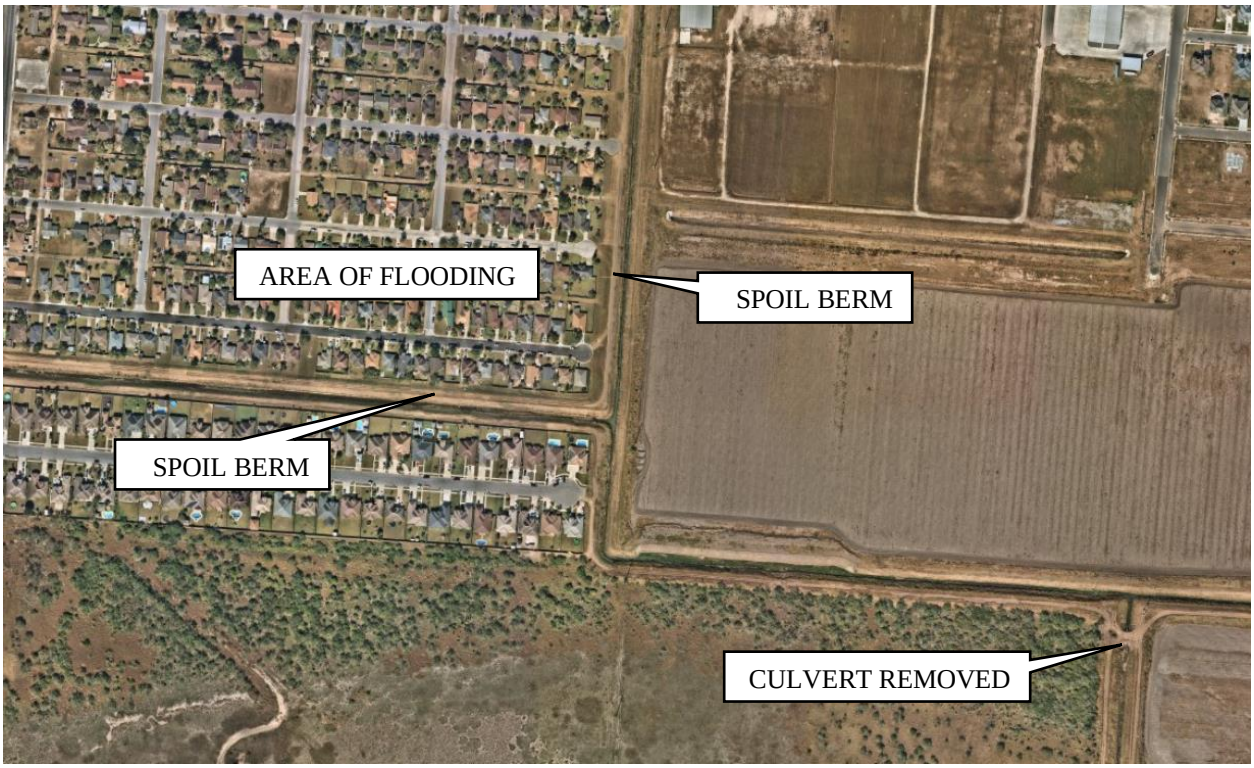

Figure 7.7 Project 6 Area Overview

This conceptual project includes improving the internal drainage infrastructure by providing several extreme event overflow pipes and weirs to help drainage on E 8th, E 9th, and E 10th streets to to the drainage channel. The increased conveyance, however, causes impacts downstream. To mitigate these impacts, a detention pond is proposed downstream of the project. More detail on the specific components of the project can be found in the Project Layout exhibit located in **Appendix E**.

This project provides up to 2-feet of flood reduction for the 1% ACE which results in flood reduction for approximately 192 structures. Additional details on the flood reduction provided by this project can be found in the Project Benefit exhibits located in **Appendix E**.
The construction of the overflow routes will require drainage easements through several properties and may also require utility relocation.

A project worksheet that summarizes the scope, cost, benefit, and constraints for this project can be found in **Appendix F**.

7.4.8 P7 – Cameron County Ditch 1 at Hwy 69E

The project area is located along Cameron County Drainage Ditch No. 1 near the Walmart Supercenter and Sam's Club. The area is bounded to the West by a multiuse path and to the East by Pablo Kisel Boulevard.

The multiuse path and US Highway 69 crossings both have undersized culverts that cause flood water to back into the neighborhood that borders both sides of Cameron County Ditch 1 (**Figure 7.8**).

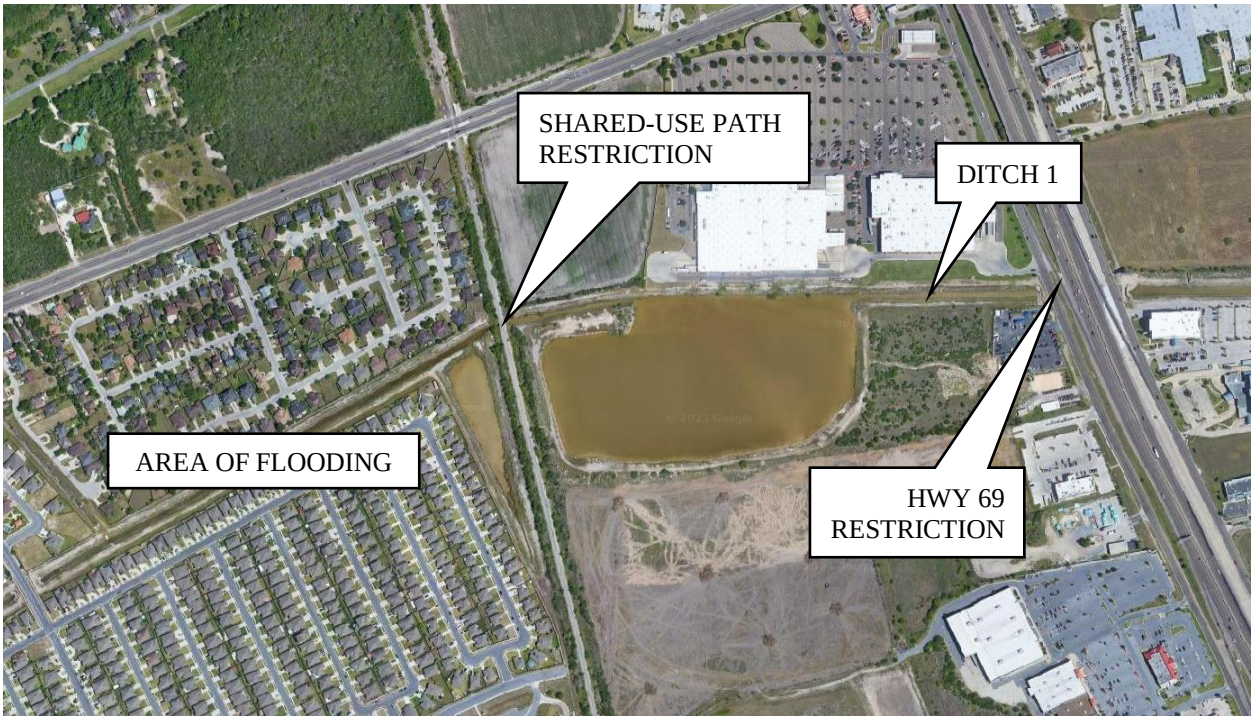

Figure 7.8 Project 7 Area Overview

To reduce flood risk in this area, this project will increase the capacity of the multi-use pathway by converting it to a pedestrian bridge and will increase the capacity of the Hwy 69E culvert by tunneling an additional 60-inch pipe. The increased conveyance causes impacts downstream. To mitigate these impacts, this additional flow needs to be conveyed downstream to the proposed detention pond (see project P6) by increasing the size of the existing channel. In lieu of expanding the existing channel, an offline detention pond could be constructed to mitigate these flow increases but this option will need to be explored further during preliminary design. More detail on the specific components of the project can be found in the Project Layout exhibit located in **Appendix E**.

This project provides up to 1-foot of flood reduction for the 1% ACE which results in flood reduction for approximately 343 structures. Additional details on the flood reduction provided by this project can be found in the Project Benefit exhibits located in **Appendix E**.

The construction of the pipe under Hwy 69E will require approval by TxDOT which could slow the implementation of this project. Additionally, since channel re-grading is being proposed, wetlands permitting may be required. Further environmental investigation should be performed to get a better understanding of the necessary wetlands permitting that will be required to construct the channel improvements.

A project worksheet that summarizes the scope, cost, benefit, and constraints for this project can be found in **Appendix F**.

7.4.9 P9 – North Main Drain and Hwy 69E

Project P9 extends along the North Main Drain concrete channel and is bounded to the West by Central Boulevard and to the East by US Highway 69E. The area encompasses a mix of commercial and residential structures and is a high traffic area with West Price Road acting as a major thoroughfare through the City of Brownsville. North Main Drain is completely enclosed and routed beneath Wild Rose Lane via a storm sewer trunk line that is undersized. This, coupled with roadway crossing restrictions downstream of Hwy 69E causes water to pond on both sides of Hwy 69E (see **Figure 7.9**).

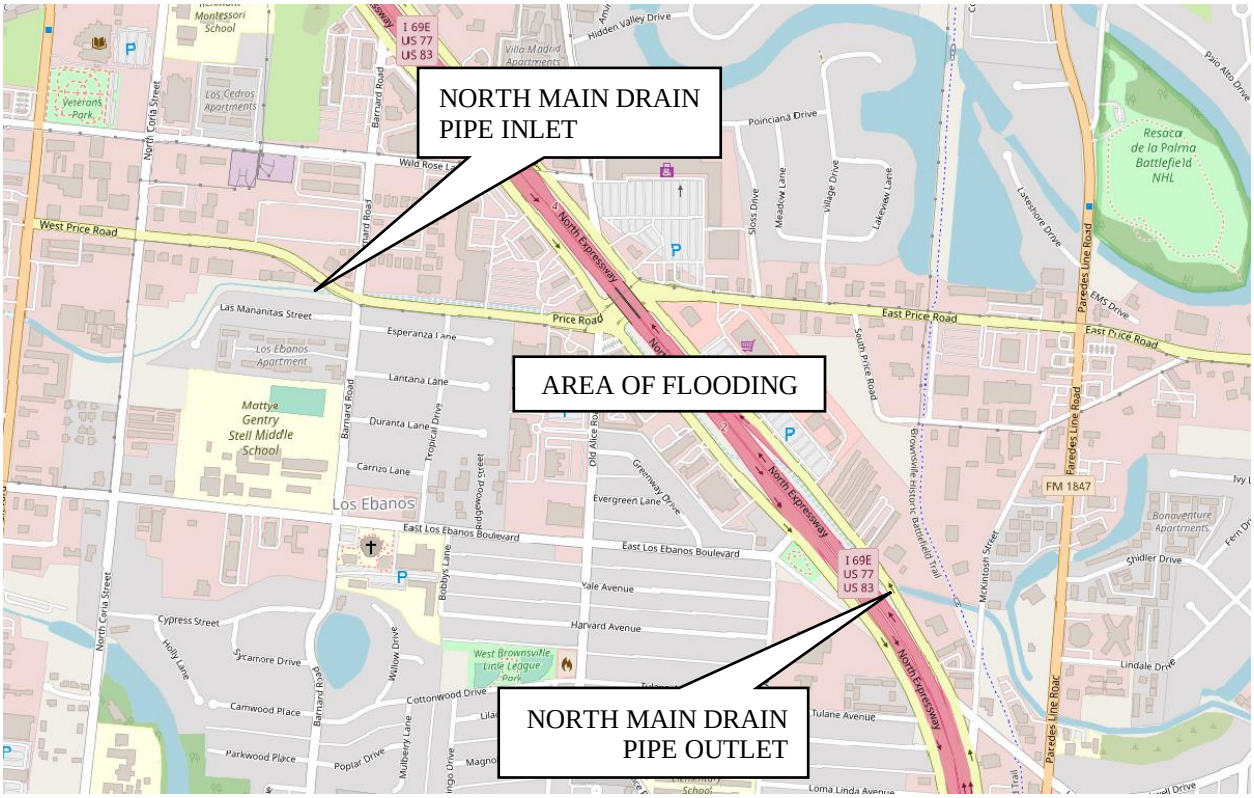

Figure 7.9 Project 9 Area Overview

Several preliminary alternatives were explored including increasing the storm piping across Highway 69E, routing excess flows north through Resaca de la Guerra, and placing detention within every undeveloped parcel of land. From a cost and implementation perspective, detention on the west side of Hwy 69E is the most feasible alternative.

This project proposes to place two detention ponds upstream of the North Main Drain storm sewer inlet. The south pond will be located off the channel in an area that is currently used as soccer fields. The north pond is located north of the channel where there is currently a golf

driving range. To connect the north pond to the North Main Drain, a large storm sewer box will be placed within the N Coria Street right-of-way. More detail on the specific components of the project can be found in the Project Layout exhibit located in **Appendix E**.

This project provides up to 0.5-foot of flood reduction for the 1% ACE which results in flood reduction for approximately 549 structures. Additional details on the flood reduction provided by this project can be found in the Project Benefit exhibits located in **Appendix E**.
Construction of large storm sewer infrastructure will cause considerable disruption to traffic and access to properties along the drainage routes. Utility relocation is also expected to be a considerable complication with this project.

A project worksheet that summarizes the scope, cost, benefit, and constraints for this project can be found in **Appendix F**.

7.4.10 P11A and PA11B – Los Fresnos West Ocean Boulevard

The project area is located on the west side of Los Fresnos along Texas Highway 100 just north of the irrigation canal. The irrigation canal is elevated above the natural ground with drainage culverts allowing intersecting ditches to pass flow across the canal. However, some of these culverts are undersized and cause flood waters to inundate an area north of the canal putting many residential and commercial structures in high risk of flooding (see **Figure 7.10**).

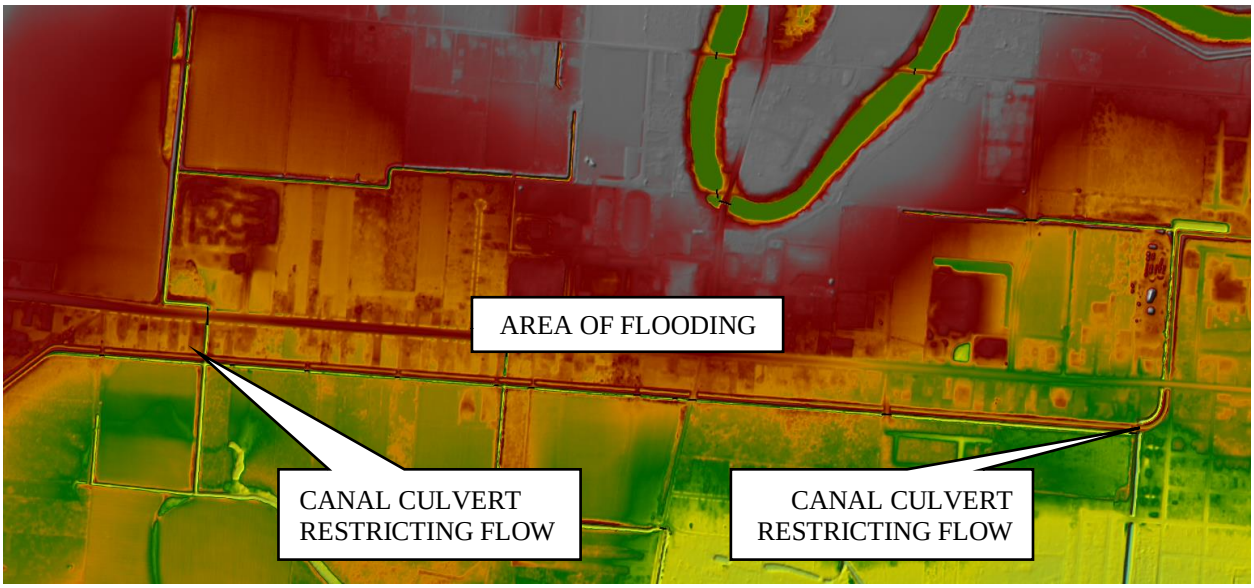

Figure 7.10 Project 11 Area Overview

Two preliminary alternatives were explored. The selected alternative included installing a larger culvert under the canal and TX-100 and placing a detention pond downstream of the canal to mitigate impacts downstream that would result from increasing conveyance across the canal. This alternative also includes improvements to the local drainage infrastructure including the construction of new channel and regrading of existing roadside ditches. This project was split into two projects, P11A and P11B, in order to give the City of Los Fresnos the flexibility to

implement either project independently, if desired. More detail on the specific components of the project can be found in the Project Layout exhibit located in **Appendix E**.

This project provides up to 2-foot of flood reduction for the 1% ACE which results in flood reduction for approximately 152 structures (113 structures associated with P11A and 39 associated with P11B). Additional details on the flood reduction provided by this project can be found in the Project Benefit exhibits located in **Appendix E**.

To implement this project, coordination with various agencies will be required including the Cameron County Water Control and Improvement District 6, Cameron County Drainage District 1, and TxDOT which could delay implementation of these projects. Additionally, the proposed channel lies along the side and rear of private properties and will require the acquisition of drainage easements on multiple properties. The detention ponds will also require acquisition of properties.

A project worksheet that summarizes the scope, cost, benefit, and constraints for this project can be found in **Appendix F**.

7.4.11 P12 – Town Resaca at Washington Park

Project P12 is located in downtown Brownsville between Washington Park and Town Resaca and is in a highly urbanized area low-lying area that does not drain adequately due to undersized storm sewer infrastructure (see **Figure 7.11**).

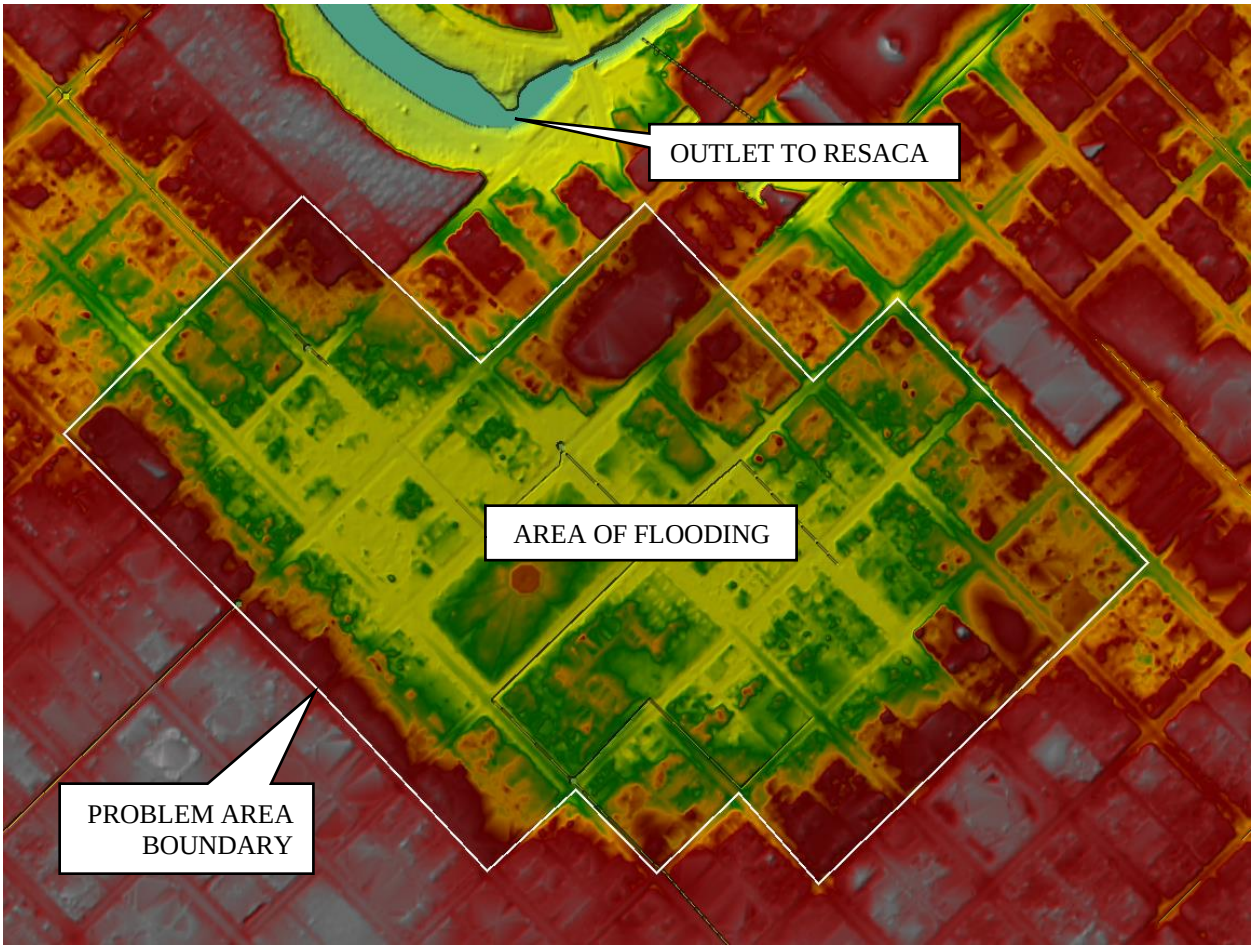

Figure 7.11 Project 12 Area Overview

Several project alternatives were preliminarily explored including different combinations of sending runoff—via large storm sewer trunk lines—to Town Resaca and across the Rio Grande levees near E St Charles Street. However, the construction of a long storm sewer trunk line will be costly, and due to the difficulty associated with permitting additional facilities under the existing Rio Grande levees, additional drainage capacity under the levees could potentially hinder the feasibility of this project. Instead, this project proposes to increase the size of the storm sewer trunk line to Town Resaca. The small size of the project's drainage area in comparison to the Town Resaca watershed and its proximity to Town Resaca means the peak flow from the project enters Town Resaca well before Town Resaca crests. More detail on the specific components of the project can be found in the Project Layout exhibit located in **Appendix E**.

This project provides up to 1.5-foot of flood reduction for the 1% ACE which results in flood reduction for approximately 192 structures. Additional details on the flood reduction provided by this project can be found in the Project Benefit exhibits located in **Appendix E**.
Construction of large storm sewer infrastructure will cause considerable disruption to traffic and access to properties along the drainage routes. Utility relocation is also expected to be a considerable complication with this project.

A project worksheet that summarizes the scope, cost, benefit, and constraints for this project can be found in **Appendix F**.

7.5 No Negative Impact Analysis

All projects conform to the TWDB criteria for no-negative impact for 2D rain-on-mesh models and will not cause a negative impact to neighboring properties when implemented. The minimum TWDB requirements are listed below.

- Stormwater does not increase inundation in areas beyond the public right-of-way, project property, or easement.
- Stormwater does not increase inundation of storm drainage networks, channels, and roadways beyond design capacity.
- Maximum increase of 1D Water Surface Elevations must round to 0.0 feet (<0.05ft) measured along the hydraulic cross-section.
- Maximum increase in 2D Water Surface Elevations must round to 0.3 feet (<0.35ft) measured at each computation cell.
- Maximum increase in hydrologic peak discharge must be < 0.5 percent measured as computation nodes (sub-basins, junctions, reaches, reservoirs, etc.). This discharge restriction does not apply to a 2D overland analysis.

7.6 Environmental Analysis

Under Section 404 of the Clean Water Act (Section 404) the United States Army Corps of Engineers (USACE) regulates the discharge of dredge and fill material into waters of the United States (WOTUS). Evaluating Section 404 impacts and permitting requirements and estimating the cost of compensatory mitigation for adverse impacts to the aquatic environment is a key component to planning stormwater infrastructure projects because many of the projects are ultimately water-dependent and may require impacts to WOTUS. Depending on the type and extent of impacts to WOTUS, the permitting timeline and cost of compensatory mitigation can significantly affect project schedules and budgets. To evaluate the Section 404 permitting requirements and associated compensatory mitigation, Halff utilized various desktop resources (National Wetland Inventory, LIDAR terrain models, aerial photography, and topographic maps) to determine which channels are likely considered WOTUS (and those that are likely non-jurisdictional). However, during the development of the project, the Supreme Court of the United States issues a ruling that will limit the scope of the Clean Water Act as it pertains to the project. As a result, the USACE was instructed to pause jurisdictional determinations, and new guidance on the new regulations was not issued by the USACE at the time of this evaluation. Therefore, Halff was not able to make estimates as to the level of environmental mitigation and permitting that may be required for the implementation of the channel re-grading projects.

Instead, if a project was identified as having some potential of impacting the WOTUS, environmental mitigation was included in the cost assessment as 3% of construction cost. Further environmental analysis should be performed during preliminary engineering of each of the projects for better understanding of environmental permitting requirements.

7.7 Estimate of Probable Cost

An opinion of probable cost was developed for each project to facilitate future planning and grant applications. These costs are high-level and are for planning purposes only. Additional estimates should be completed as the project progresses through funding and design and as additional information is obtained. Additionally, broad assumptions were made for several items including labor and material costs, engineering and surveying, environmental mitigation, and underground utility relocation.

Labor and material costs are based on 2020 market conditions. Updates may be required with future planning efforts for each project to adjust the costs to reflect future market conditions and effects of inflation.

The cost of excavation and fill for detention ponds, berms, and channel improvements were estimated using a rate of $20 per cubic yard. This cost is assumed to cover the labor, transport, disposal, and material costs. If a project requires both excavation and fill, the values were calculated separately to provide some contingency in the estimate.

Surveying and engineering will be required to implement each project. The cost for this effort was estimated to be approximately 18% of the construction cost.

Cost for right-of-way (ROW) acquisition was estimated for each project based on the average property value in the project area and the estimated limits of construction for each project. The average property valuation within the project area was obtained from the Cameron County Appraisal District and was used to develop a dollar-per-acre estimate. This unit amount was multiplied by the project area to estimate the total ROW acquisition cost. For an added level of contingency, a multiplier of three was then applied to this cost.

Under Section 404 of the Clean Water Act (Section 404) the United States Army Corps of Engineers (USACE) regulates the discharge of dredge and fill material into waters of the United States (WOTUS). Some of the recommended projects have been identified as possibly impacting WOTUS. As noted above, the cost for Environmental Mitigation efforts to satisfy these requirements was estimated to be 3% of construction cost.

A unit cost for utility relocation is included for each project based on information obtained from surface observations. This estimate is highly uncertain due to the lack of subsurface utility survey. A large component of the contingency described in the following paragraph is assumed to account for some of this uncertainty. It is recommended that sub-surface utilities be identified before final design is commenced to fully understand the scope and extents of the project. Because of the high-level nature of these estimates, a 30% contingency (based on construction cost) was included for each project to cover additional costs that may result from project scope changes due to better information obtained during survey and design.

The estimate of probably cost for each project is located in **Appendix G**.

7.8 Benefit Cost Analysis

In order to perform a Benefit-Cost Analysis (BCA) for each project as required by the TWDB, the TWDB Benefit-Cost Calculator tool was used to quantity the amount of benefit provided by each project, in dollar amount. Using the flood depths for 10%, 4%, 2%, 1%, and 0.2% annual chance storm events developed by the hydraulic model, maximum water surfaces for each frequency event were calculated at each structure for both pre-project and post-project conditions. Flood depths for each structure for pre-project and post-project conditions were then input into the BCA tool. The tool calculates the total damages over the life span of the project (30 years) using all the storm events for both pre-project and post-project conditions and the difference between the two is the net benefit, in dollars, resulting from the project.

A benefit cost ratio (BCR) was then calculated by taking the total benefit and dividing it by the project's capital cost.

The supporting benefit calculations using the TWDB tool are located in **Appendix I**.

7.9 Regional Flood Plan

Additional flood risk and benefit metrics were also calculated as required by the TWDB so that these projects could be included within the State Flood Plan. These metrics are summarized in the TWDB Flood Mitigation Project (FMP) table located in Appendix H.

All 12 projects were submitted to the Region 15 Regional Flood Planning Group to be included in the amended regional flood plan and were accepted for inclusion.
The TWDB FMP Table can be found in **Appendix G**.

7.10 Implementation and Phasing

Once implemented, the identified projects will reduce flood risk within the study area. Implementation of the projects will occur over time and include both short-term and long-term actions to complete.

In general, the project lifecycle follows the flow path shown in **Figure 7.12**. This study completed the planning portion of the project. Short term actions are those that can be implemented over the next few years and will be steppingstones to completing the projects. Phase I includes those short-term targets. Longer-term actions will likely take more than five years due to funding, construction time, and project constraints. Phase II includes the longer-term actions.

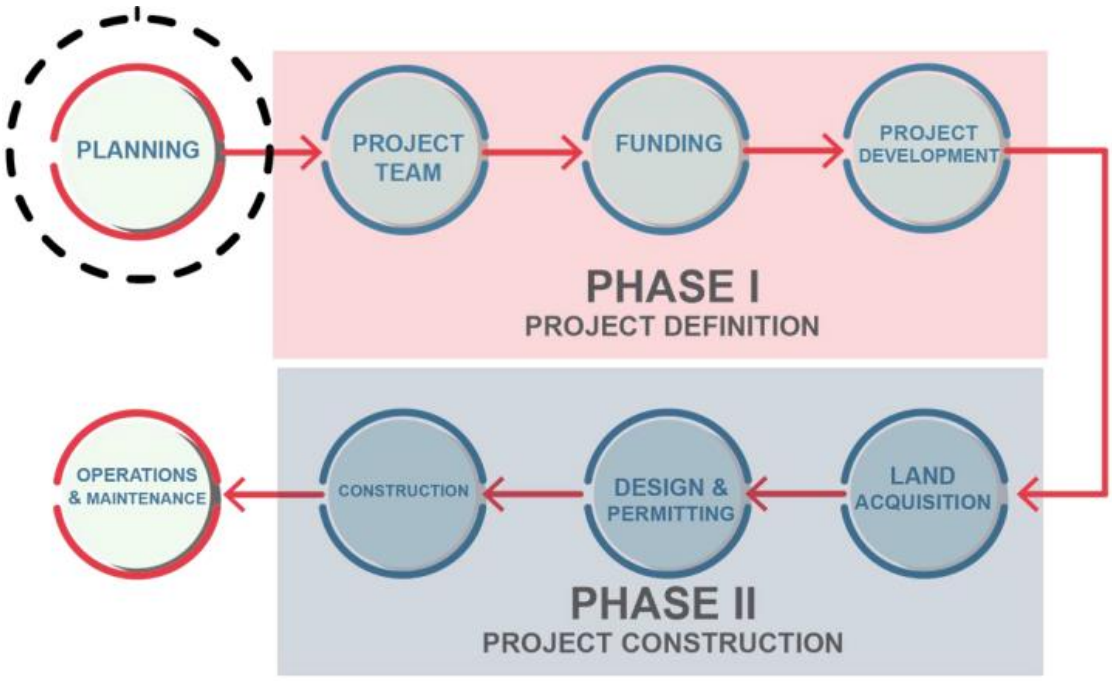

Figure 7.12 Drainage Project Lifecycle

7.10.1 Short Term Actions

The stakeholders within the study area have limited funding for drainage project implementation and therefore short-term actions are those that can be implemented with limited funding.

- **Right of Way Dedication** – Each of the projects identified requires some amount of right-of-way to implement the project. As tracts in these areas begin to develop, the relevant project stakeholder should require dedication of these areas to the stakeholder so that the right-of-way is available for future use. This could include dedication in fee to the stakeholder, dedicated to the public, or as a drainage easement. The stakeholder should work with developers and landowners as available. For the larger tracts where complete buy-out may be necessary, the city should begin to find funding and partnership opportunities to acquire these parcels before they are developed.
- **Funding Opportunities** – With the limited available budget, stakeholders should continue to investigate other funding strategies for implementation. The TWDB Flood Infrastructure Fund is a first choice since this planning study is FIF funded; however, other funding opportunities exist in both local, state, and federal sources. Some of these are included in **Section 7.10.3**.
- **Buyout Strategy** – Buyouts within the floodplain may often be the most efficient strategy to reducing flood risk within the region. Stakeholders should continue to work alongside FEMA to advocate for voluntary buyouts in these areas with identified high flood risk for the repetitive and frequently flooded structures. Stakeholders should also continue to investigate land acquisition in these areas to reduce future development within the floodplain. In many locations, structures are in areas of high flood risk as well as close to drainage infrastructure that inhibits the ability the expand the capacity of these

facilities. A strategic approach to buyouts would be to focus on these structures to make room for future expansion of these drainage facilities while simultaneously removing these structures out of high flood risk areas.

- **Flood Gauges –** The region should continue its effort to install flood gauges on major channels and near highly populated areas. Using real-time remote monitoring via flood gages allows emergency managers to track the conditions of multiple locations at one time and focus response efforts on those areas that pose the most risk. Gauges also provide a historical record with which engineers can use to calibrate future flood risk models. Whether through grant funding, partnerships with other agencies and jurisdictions, or local funds, gages are a safe and relatively inexpensive way to gather information about current conditions and past flood events.
- **Drainage Criteria -** Natural drainage flow patterns are often negatively impacted as a result of new development which can cause an increase in flood risk to existing residents. During the stage of high growth that this region is experiencing, it is vital that stakeholders ensure that new development continues in a responsible manner. One method to encourage responsible development is having a strong set of enforceable regulations that are updated regularly. Regulations will mitigate the increase in future flood risks for existing residents and decrease future capital costs for the region's stakeholder.

7.10.2 Long Term Actions

As the short-term actions are completed, funding and other strategies will become available for the recommended projects. At this point, the long-term actions will commence.

- **Project Development –** Further development and design of the project will be needed before construction. The development will include a preliminary engineering report which will include survey, geotechnical analysis, environmental study, agency coordination, utility coordination, and land acquisition. The Design will include the development of engineering drawings and permitting needed to completely implement the project.
- **Construction –** Construction of these project could take a year to several years to complete. Construction will include public notice, mobilization of the project, coordination with utilities and agencies, acquisition of construction easements, implementation of traffic control, construction of the improved infrastructure, and final inspection.
- **Maintenance –** Once constructed, the projects will require regular maintenance to remain functional for their life span. The grass channel and pond projects will require regular mowing, regular inspections, and repair throughout the project life. Storm sewer will need regular cleaning and flushing of sediment. Weirs and channel lining will need regular inspection and, at times, concrete replacement. Pumps will need ongoing inspection, testing, and pump repairs. Use of the pumps will also incur ongoing energy costs.

7.10.3 Funding Sources

The potential funding sources of the recommended projects and strategies will depend on the project type and readiness for construction. Funding sources are available from both local, state,

and federal entities and each program identified may have differing procurement, administrative, and environmental requirements, impacting the cost and schedule of the projects. The funding sources below should be considered for the projects identified in this study.

Federal Funding Sources

- Community Development Block Grant Disaster Relief (CDBG-DR) - The CDBG-DR is based on response to Federally declared disaster and includes a variety of potential activities, including detention and conveyance improvements. The grant does have an LMI emphasis that may limit the applicability of this source for some projects. The cost-share is typically 100% Federal to 0% Local. More information is at https://recovery.texas.gov/local-government/resources/overview/index.html.
- Community Development Block Grant Mitigation (CDBG-MIT) - The CDBG-MIT funds are also related to disaster declarations and are a little bit more flexible in that it has a lower threshold for the LMI component than the DR funding option. Given the reduced requirement on LMI, the CDBG-MIT may be a viable funding source for several of the proposed flood mitigation projects in this study. As with the DR funds, the cost-share is 100% Federal to 0% Local. Recommended future watershed protection studies could be partially funded through this grant program. For more information, visit https://recovery.texas.gov/action-plans/mitigation-funding/index.html.

State Funding Sources

- TWDB Development Fund (DFund) - The Dfund is a State of Texas loan program, which is relatively simple and has minimal red tape. Flood control projects are eligible; however, the fund is primarily loan based.
- TWDB Flood Infrastructure Fund (FIF) - The Flood Infrastructure Fund (FIF) is administered by the TWDB. The FIF allows for loans at or below market rates for a variety of actions, including flood planning, grant application, and engineering for structural and non-structural solutions. In addition, the FIF offers grants that can be used as the local entities matching funds for other federal funding programs. The state is currently allocating additional budget for the fund and will be accepting applications in 2024.

Local Funding

- Bonds - Bond funding can be used for flood protection and management. Bonds typically provide project specific financing that requires proposed improvements to be ready for construction and meet the priorities set by the funder. Although repayment terms can offer low or no interest financing, these sources do require full repayment.
- Fees and Ad Valorem Taxes - A development impact mitigation fee is a tax that is imposed as a precondition for the privilege of developing land. Since the proposed projects address existing conditions and are not meant for mitigating the impacts associated with developing land, imposing a fee on new development to address pre-existing flooding conditions may be difficult to implement. Ad valorem taxes are based on the value of a transaction of a property. Sales taxes or property taxes are ad valorem taxes that could be considered for funding the projects.

- Public Private Partnerships - While there is not an identified stream of funding available for private investment, it may be considered as an option if the opportunity is presented. The study area includes several different industrial and commercial developments that are located within areas of high flood risk and whose owners may be looking for opportunities to reduce flood risk for their business.

7.11 Project Ranking

To further guide implementation of these projects and assist with prioritization, the projects were ranked based on the following metrics and weights provided in **Table 7.4**. These were confirmed by the City of Brownsville.

Table 7.4 Project Ranking Metrics

Metric	Score Weight
Cost	10%
Damage Reductions	15%
Structures Removed from 100-year Flood Risk	30%
BCR	15%
SVI	15%
LMI	15%
Total	100%

Based on these metrics and weight, **Table 7.5** shows the projects listed in order of ranking.

Table 7.5 Project Ranking Summary

Rank	Project ID	Project Name	Sponsor	Score
1	P11B	Los Fresnos West Ocean Blvd	Los Fresnos	3.30
2	P11A	Los Fresnos West Ocean Blvd	Los Fresnos	2.90
3	P6	Los Fresnos at East 10th St.	Los Fresnos	2.50
4	P7	Cameron County Ditch 1 at Hwy 69E	Brownsville	2.25
5	P9	North Main Drain and Hwy 69E	Brownsville	2.00
6	P12	Town Resaca at Washington Park	Brownsville	1.95
7	P1B	North Main Drain and Four Corners	Brownsville	1.90
8	P2	Cameron County Ditch 1 at Confluence	Brownsville	1.80
9	P3	Cameron County Ditch 1 at Cameron Park	Brownsville	1.75
10	P5	Cameron County Ditch 1 at Golf Center	Brownsville	1.75
11	P1A	North Main Drain and Impala Ditch	Brownsville	1.05
12	P4	Town Resaca at West 5th Street	Brownsville	1.00

8 Conclusion

The results of this study, including the updated flood risk modeling and mapping, are available to the region's stakeholders to help inform them of current flood risk within their communities and to help make informed decisions regarding mitigating flood risk in the future. Flood mitigation projects were also developed to assist communities in the region to reduce existing flood risk in those areas identified as having the most flood risk. These projects have been added to the amended State Flood Plan so that they will be eligible for future grant funding opportunities.

Stakeholders should begin addressing flood risk within their community by taking the steps outlined in **Section 7.10** and begin searching for funding opportunities to implement the flood mitigation projects. This will require stakeholders to be engaged with the Region 15 Regional Flood Planning Group to stay apprised of funding opportunities and to inform the State of the stakeholder's flood mitigation needs. In the meantime, stakeholders can begin tackling some of the short-term actions outlined in **Section 7.10.1** that are available to take immediate action to help reduce flood risk within their community.

Works Cited

Estimating Runoff for Conservation Practices. (1990). Soil Conservation Service.

Hawkins, R., Jiang, R., Woodward, D., Hjelmfelt, A., & Mullem, J. E. (2003). Runoff Curve Number Method: Examination of the Initial Abstraction Ratio.

Appendix A - Exhibits

1. Study Area and Location
2. Watershed
3. Survey Map
4. Land Cover- Curve Number
5. Land Cover- Manning's n and Impervious %
6. North Model Workmap
7. South Model Workmap
8. Terrain
9. Flood Risk Heat Map

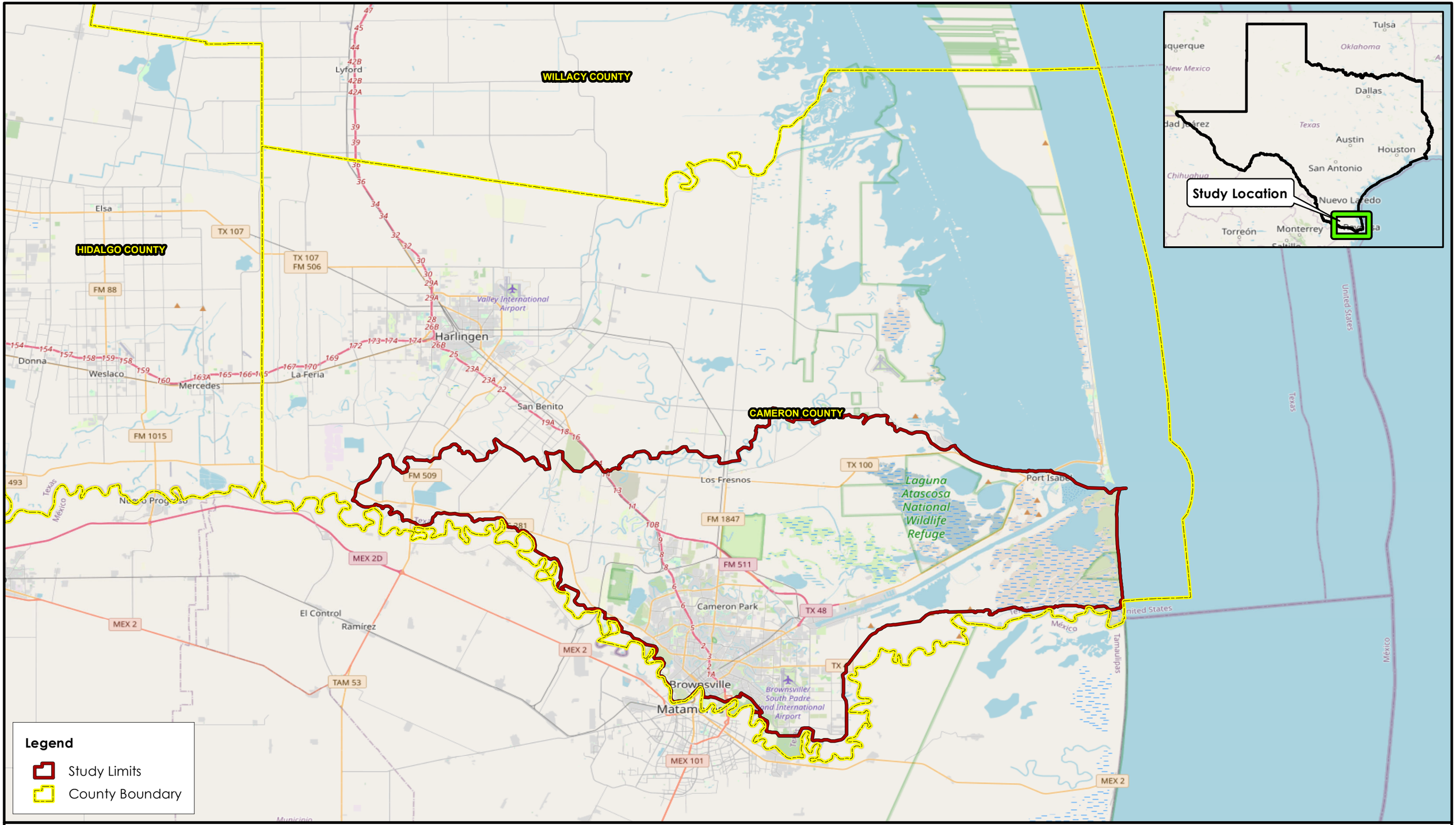

Exhibit 1: Study Area and Location Map

Brownsville to Port Isabel HUC-10 Watershed Study

0 5 10 Miles

1 in = 5 miles

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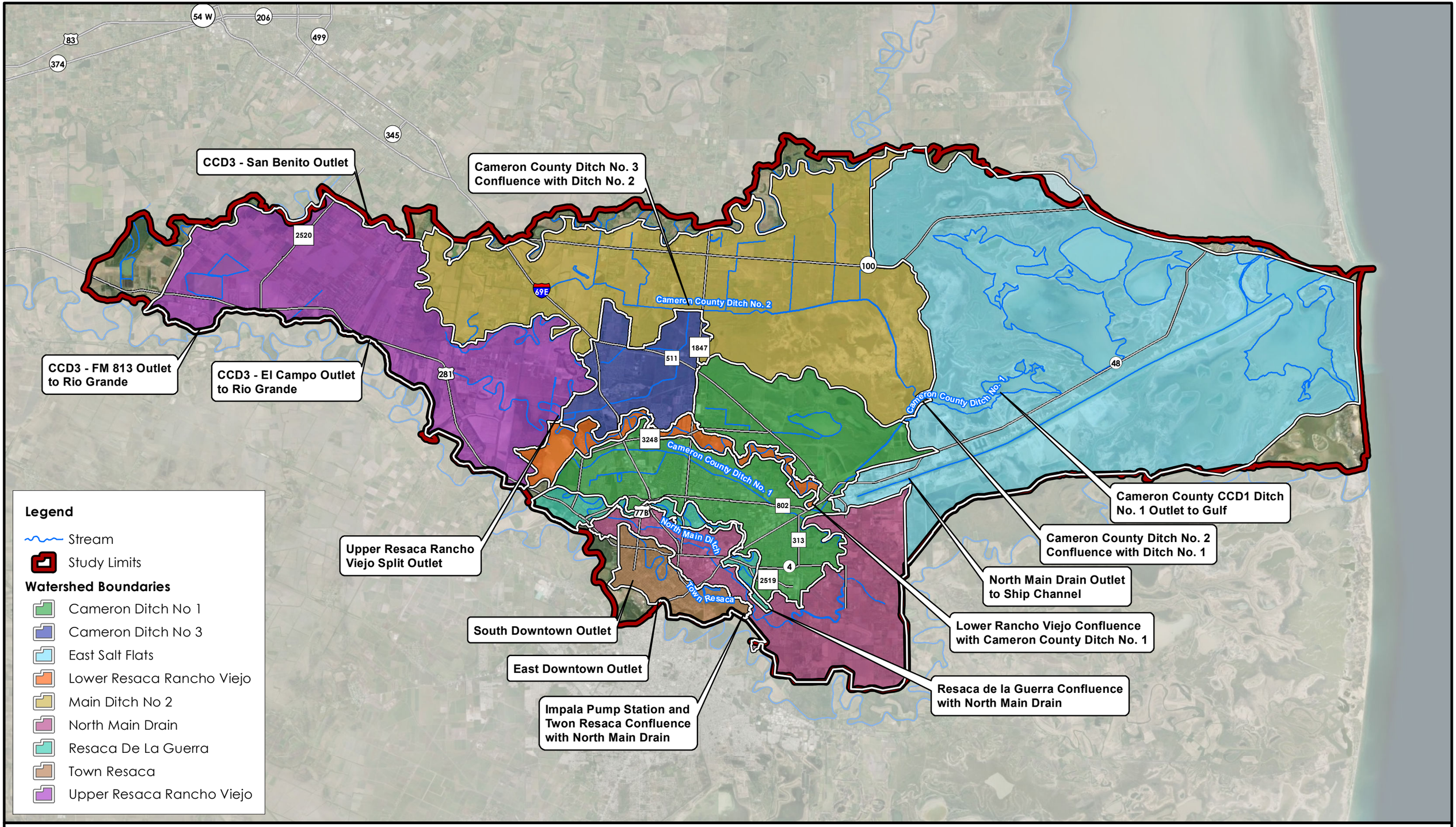
Date: 7/26/2023



Texas Water Development Board

halff

Exhibit 2: Watershed Boundary Map

Brownsville to Port Isabel HUC-10 Watershed Study

0 3 6 Miles

1 in = 3 miles

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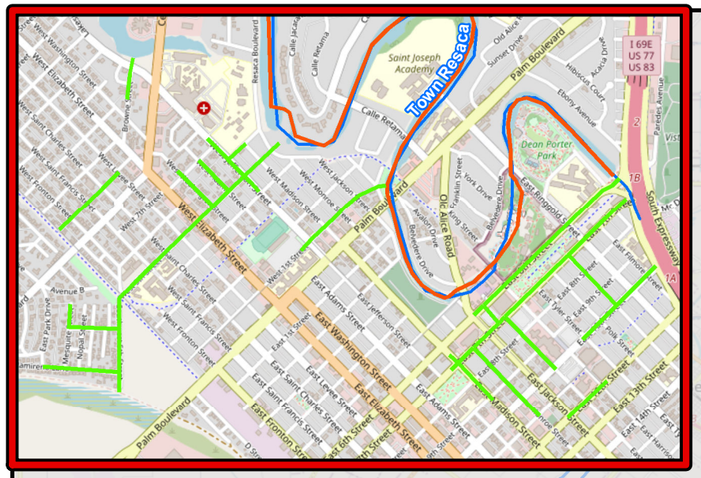

Legend

- Study Limits
- Stream

Survey Channel

- Ditch
- Storm Sewer

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Exhibit 3: Survey

Brownsville to Port Isabel HUC-10 Watershed Study

0 3 6 Miles

1 in = 3 miles

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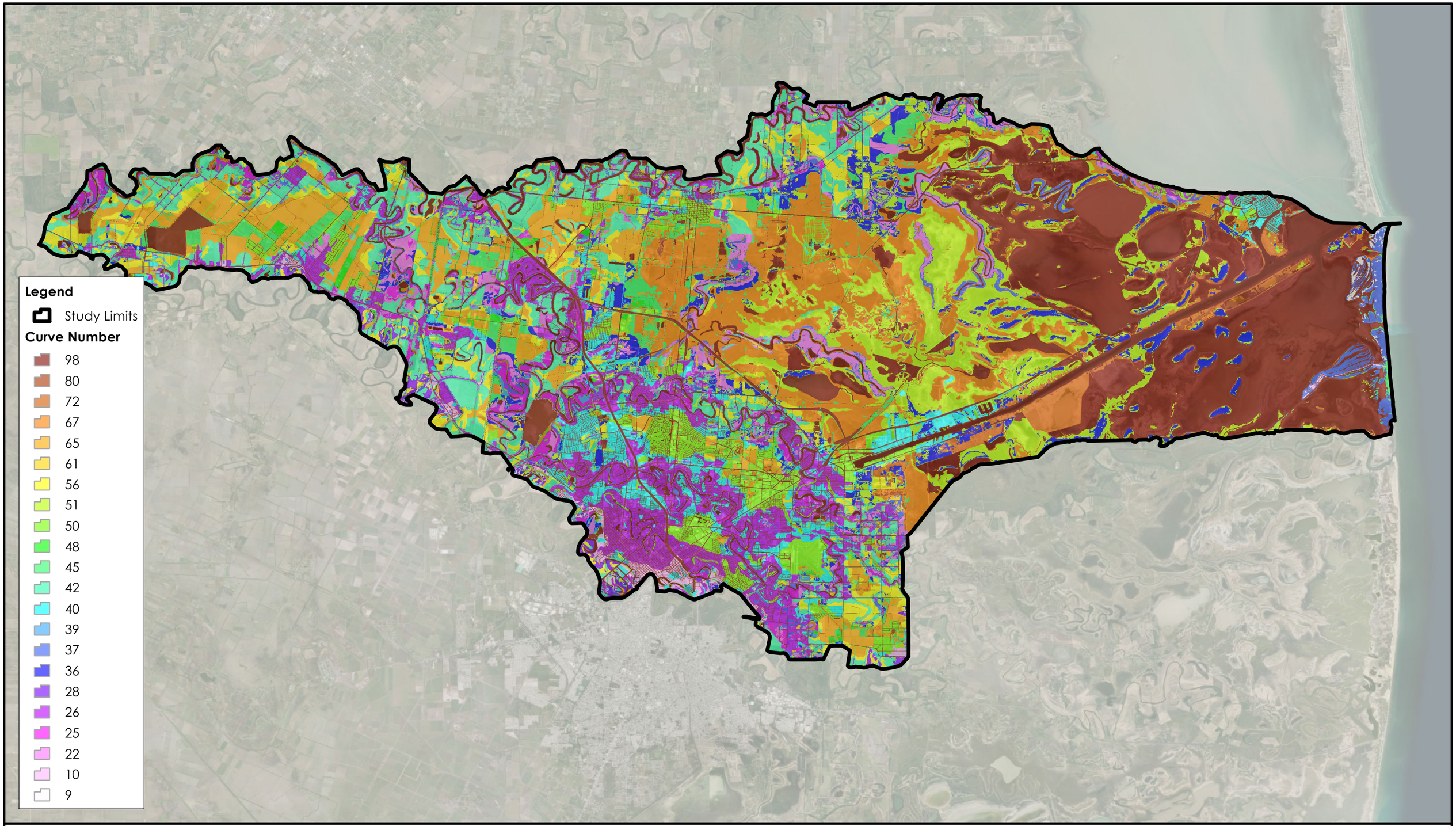

Texas Water Development Board

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Exhibit 4: Land Cover - Curve Number

Brownsville to Port Isabel HUC-10 Watershed Study

0 3 6 Miles

1 in = 3 miles

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Date: 7/26/2023

Legend

- Study Limits

Land Cover Classification

- Channel: Concrete
- Channel: Concrete Mix
- Channel: Grass
- Channel: Mix
- Channel: Shrub
- Commercial
- Cultivated Crops
- Dense Trees-Vegetation
- Developed Grass Areas
- Developed Low Intensity
- Developed Medium Intensity
- Forest
- Impervious Areas
- NoData
- Open Water
- Residential Lots
- Shrubland
- Wetlands

Landuse Type	n-Value	Percent Imp
Channel: Concrete	0.017	0
Channel: Concrete Mix	0.018	0
Channel: Grass	0.023	0
Channel :Mix	0.035	0
Channel: Shrub	0.035	0
Commercial	0.5	60
Cultivated Crops	0.05	0
Dense Trees-Vegetation	0.12	0
Developed Grass Areas	0.06	0
Developed Low Intensity	0.1	45
Developed Medium Intensity	0.12	55
Forest	0.1	0
Impervious Areas	0.02	60
NoData	0.03	0
Open Water	0.03	60
Residential Lots	0.12	35
Shrubland	0.06	0
Wetlands	0.1	0

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Exhibit 5: Land Cover - Manning's n and Impervious %

Brownsville to Port Isabel HUC-10 Watershed Study

0 2.75 5.5 Miles

1 in = 3 miles

Document Path: W:\Citrix\42000s\42407\001\GIS\MXD\ReportExhibits\Ex03_LanduseMap.mxd

Date: 7/26/2023

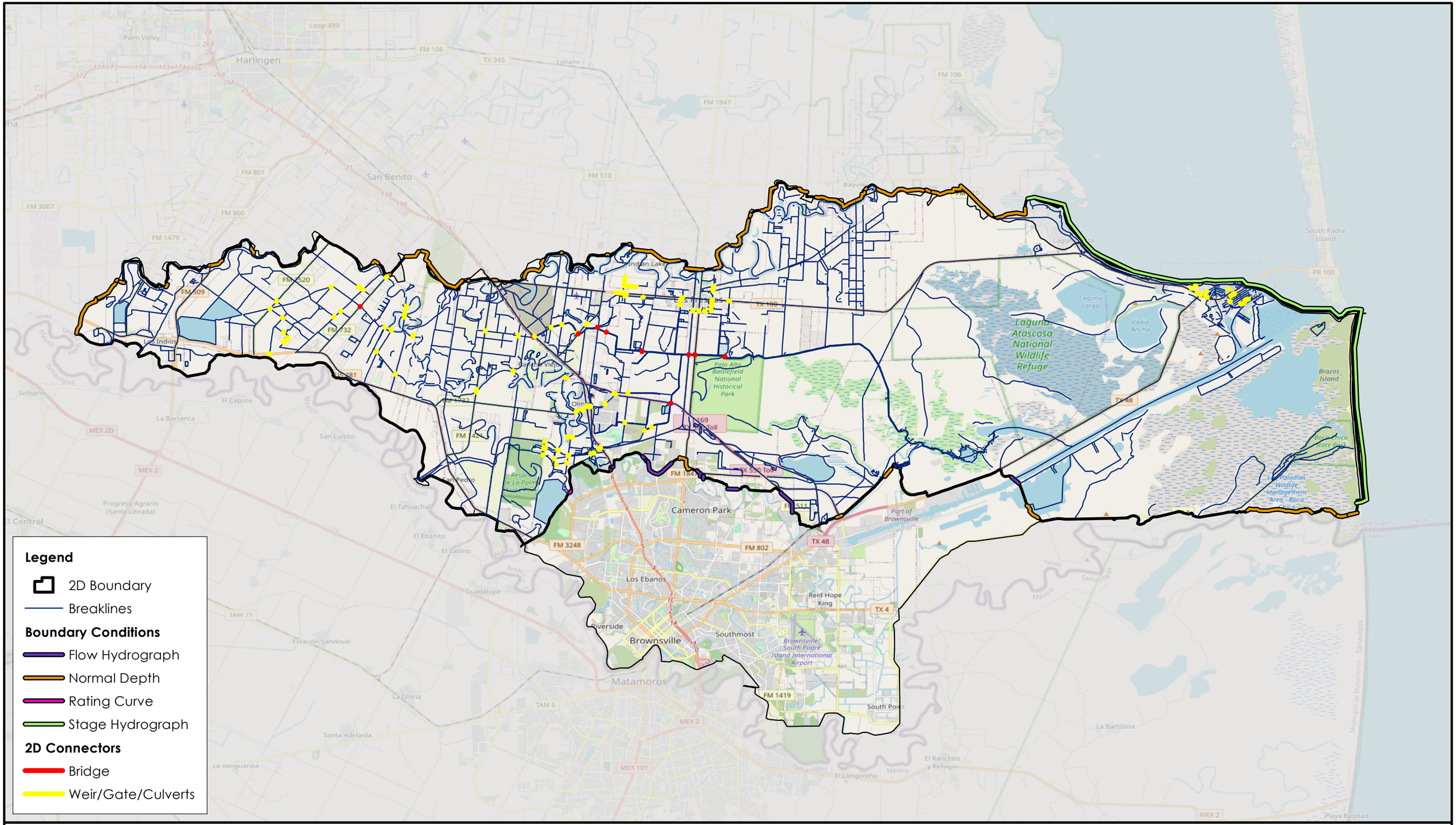

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Exhibit 6: North Model Workmap

Brownsville to Port Isabel HUC-10 Watershed Study

0 3 6 Miles

1 in = 3 miles

Document Path: W:\Citrix\42000s\42407\001\GIS\MXD\ReportExhibits\Ex06_ModelingWorkmap_North.mxd

Date: 7/26/2023

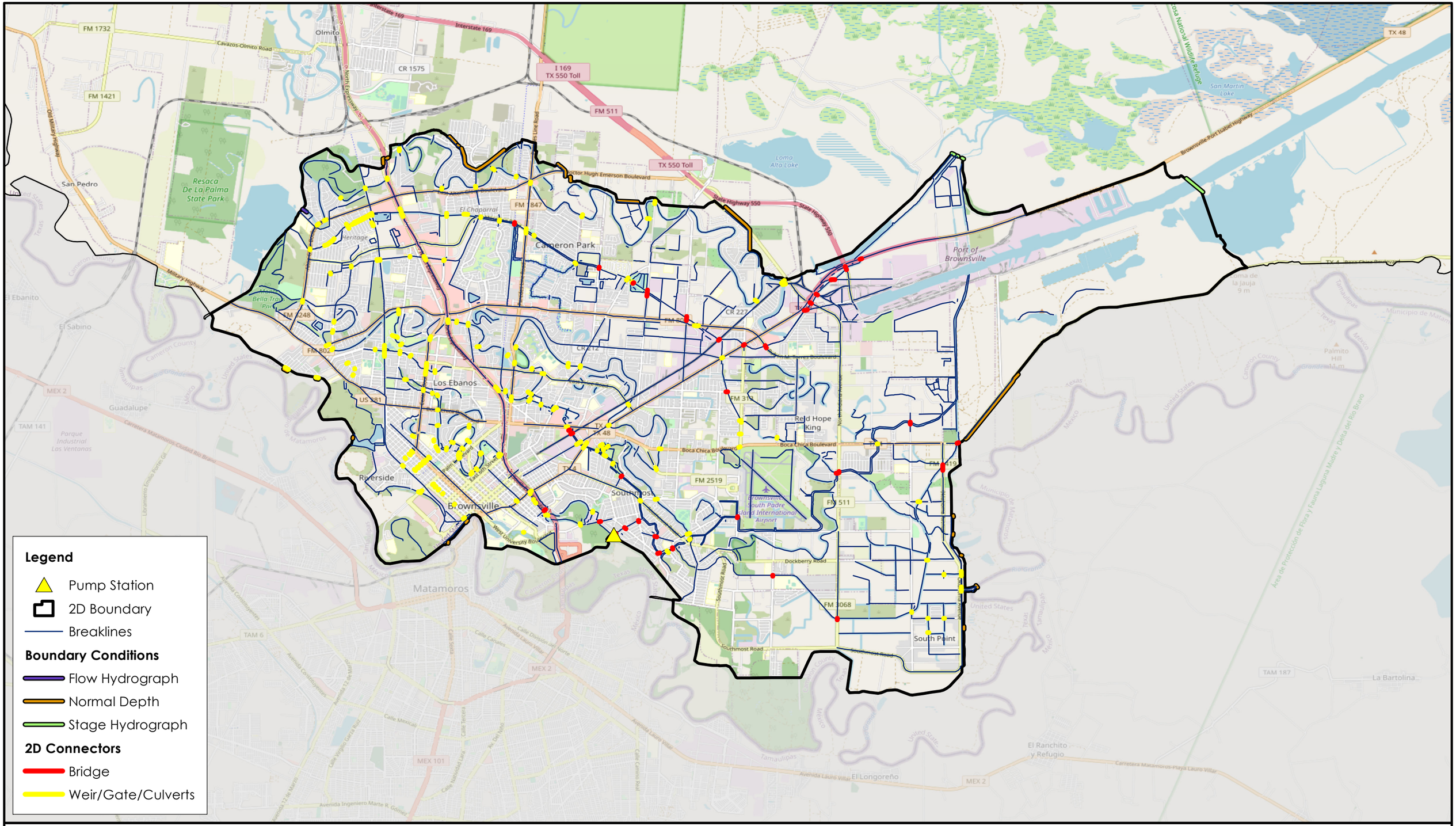

Exhibit 7: South Model Workmap

Brownsville to Port Isabel HUC-10 Watershed Study

0 1.5 3 Miles

1 in = 1.5 miles

Document Path: W:\Citrix\42000s\42407\001\GIS\MXD\ReportExhibits\Ex07_ModelingWorkmap_South.mxd
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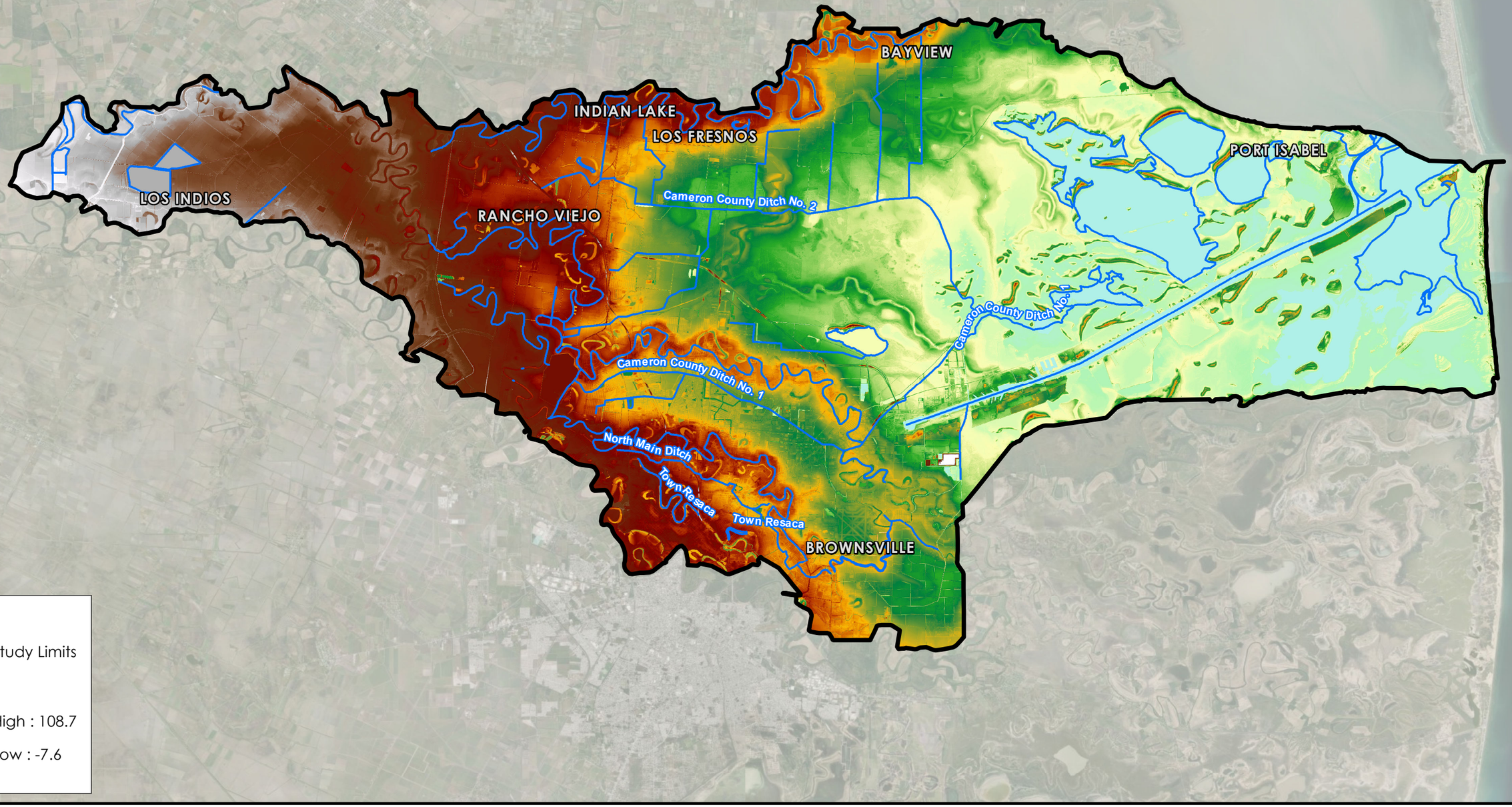

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Exhibit 8: Terrain

Brownsville to Port Isabel HUC-10 Watershed

0 3 6 Miles

1 in = 3 miles

Document Path: W:\Citrix\42000s\42407\001\GIS\MXD\ReportExhibits\Ex04_Terrain.mxd
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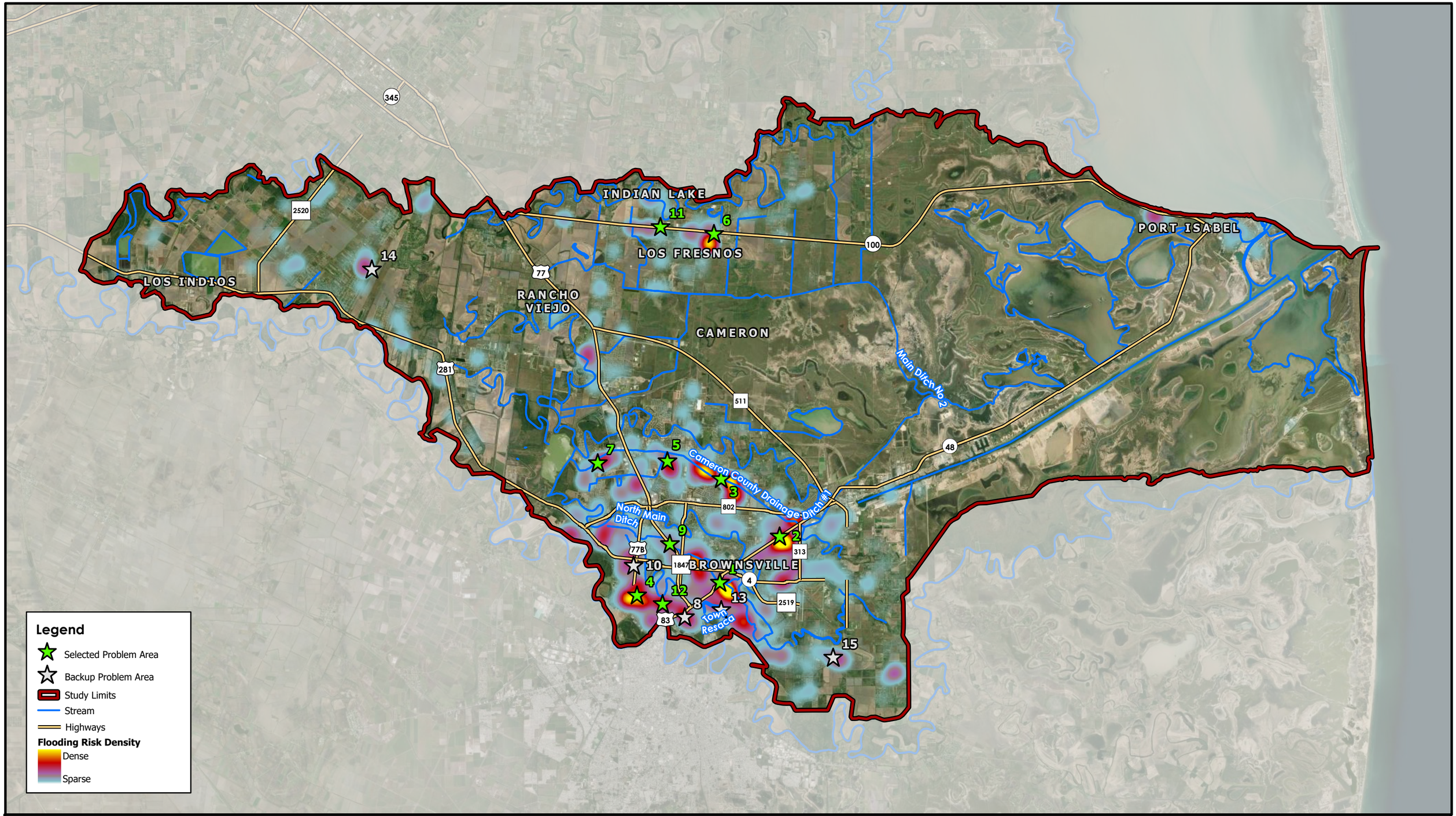

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Exhibit 9: Problem Area Heatmap

Brownsville to Port Isabel HUC-10 Watershed Study

0 3 6 Miles

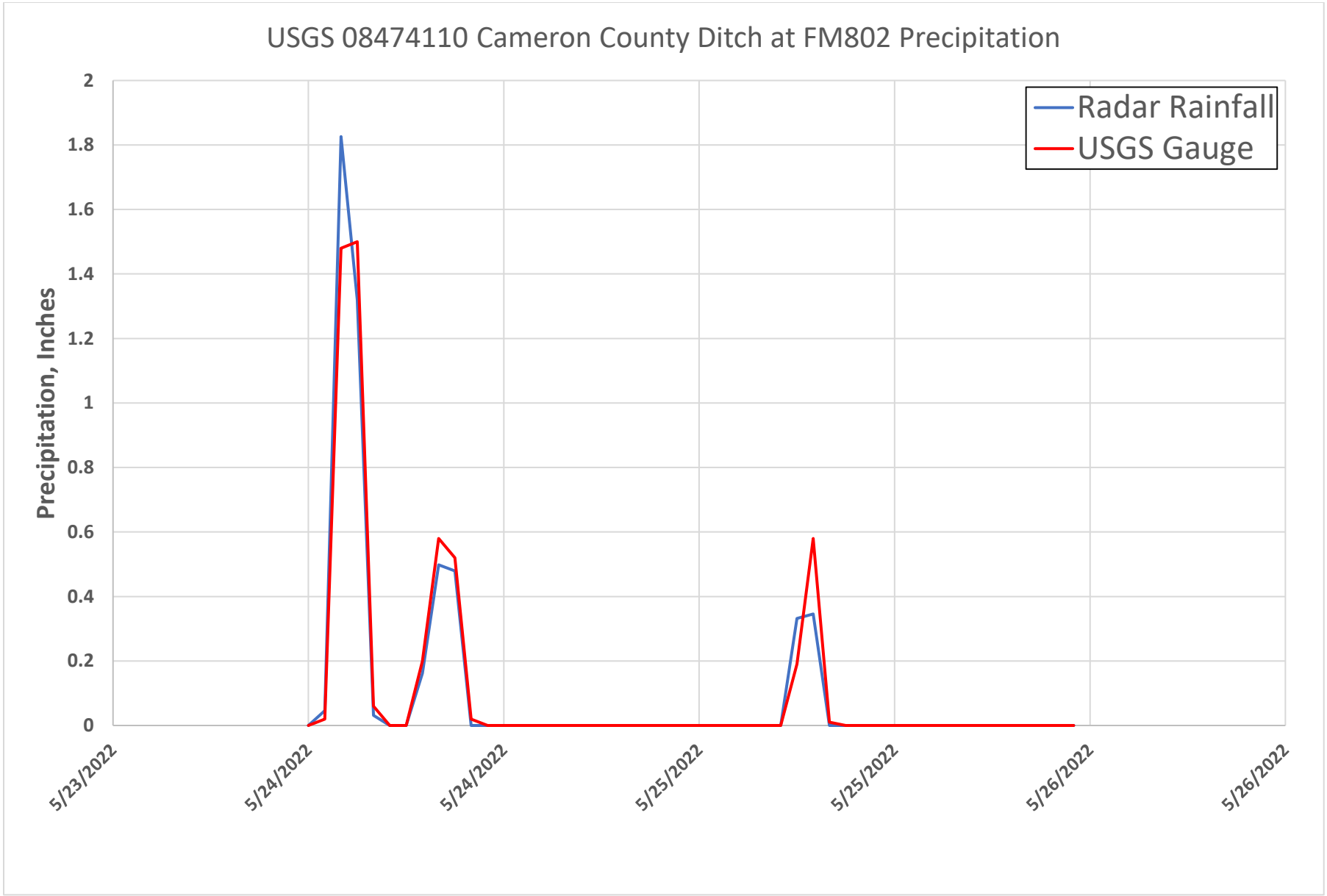
1 in = 3 Miles

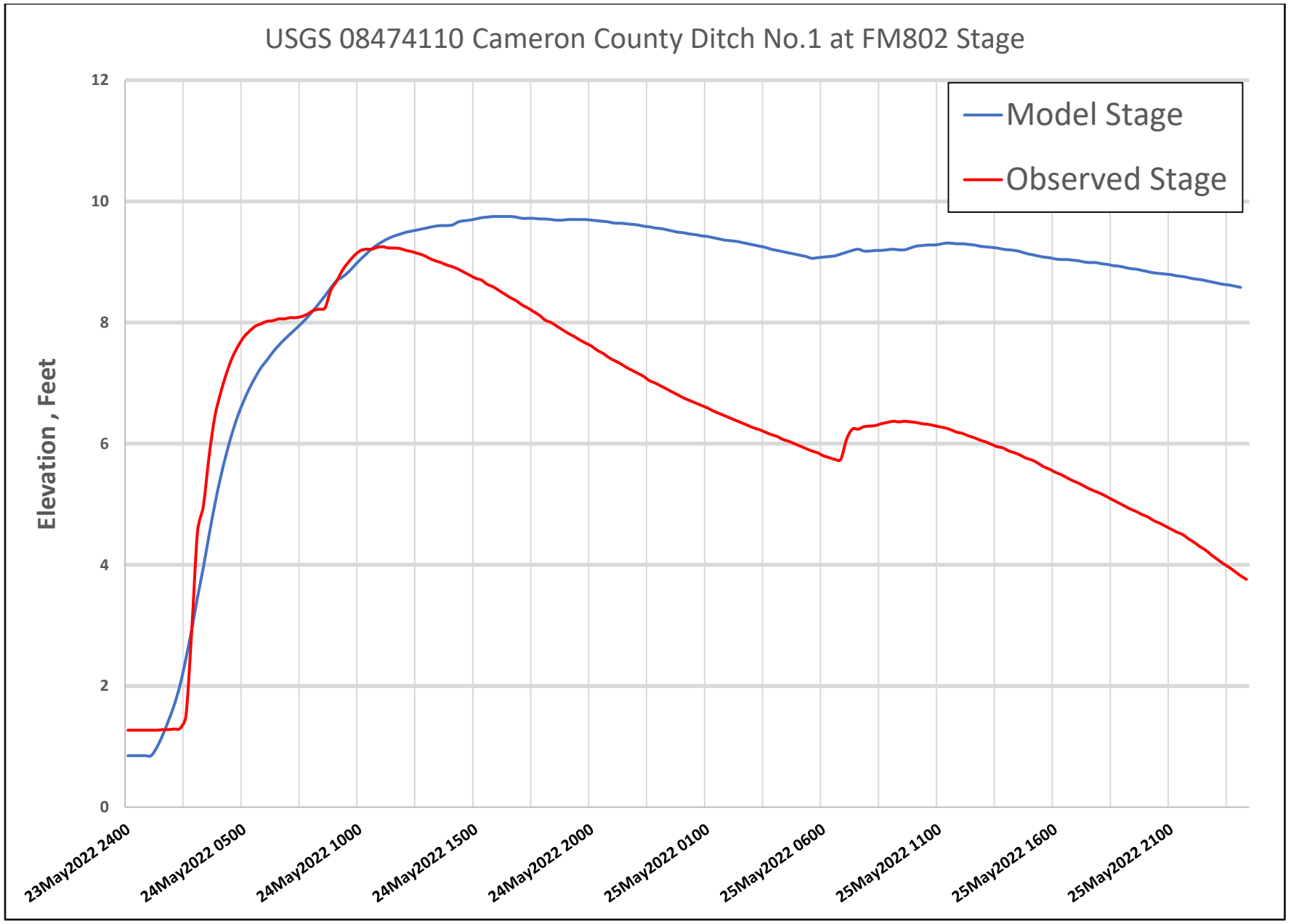
N

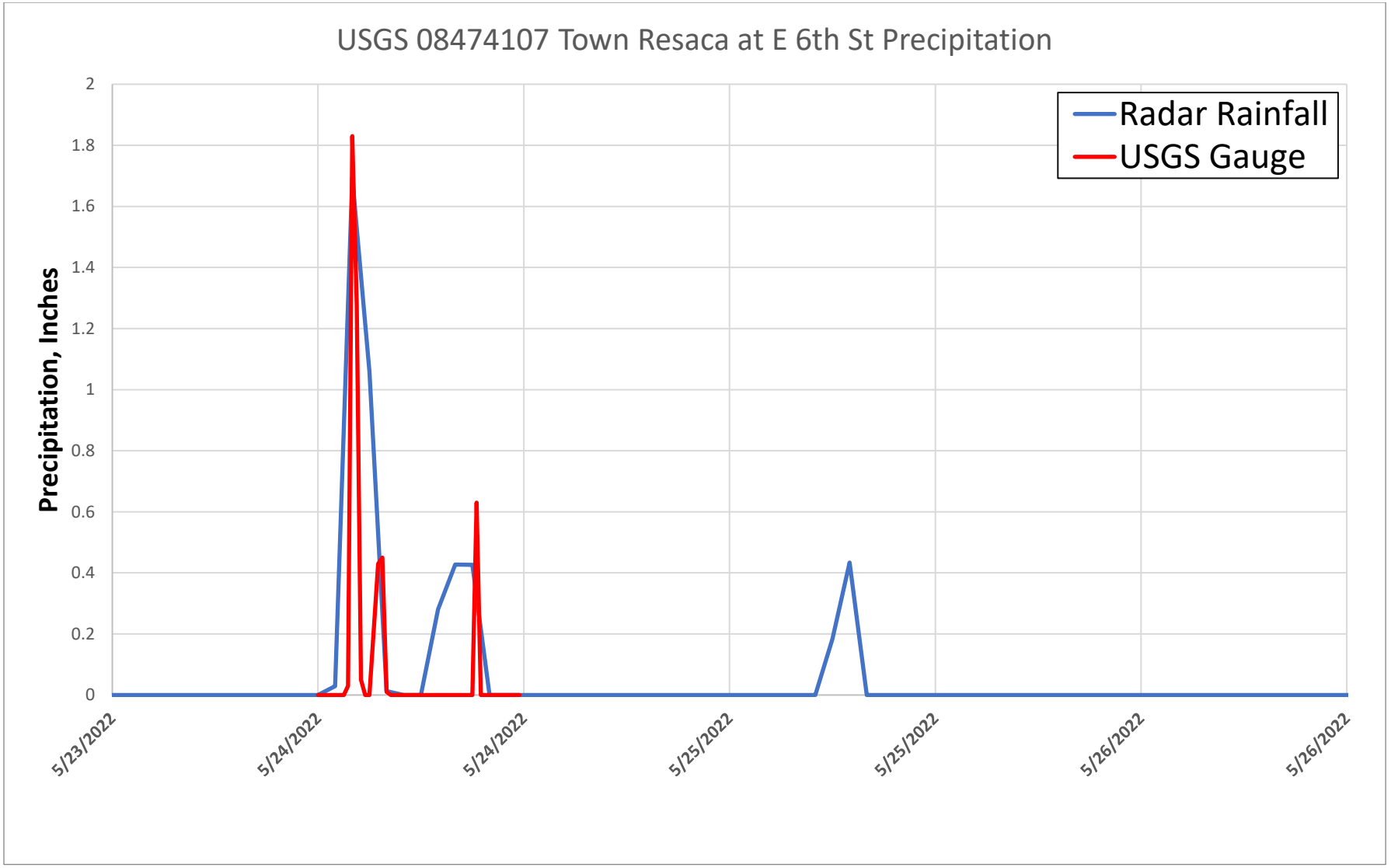
Path: W:\Citrix\42000s\42407\001\GIS\MXD\ReportExhibits\Ex05_ProblemAreaHeatmap\Heatmap\HeatmapUpdate.aprx

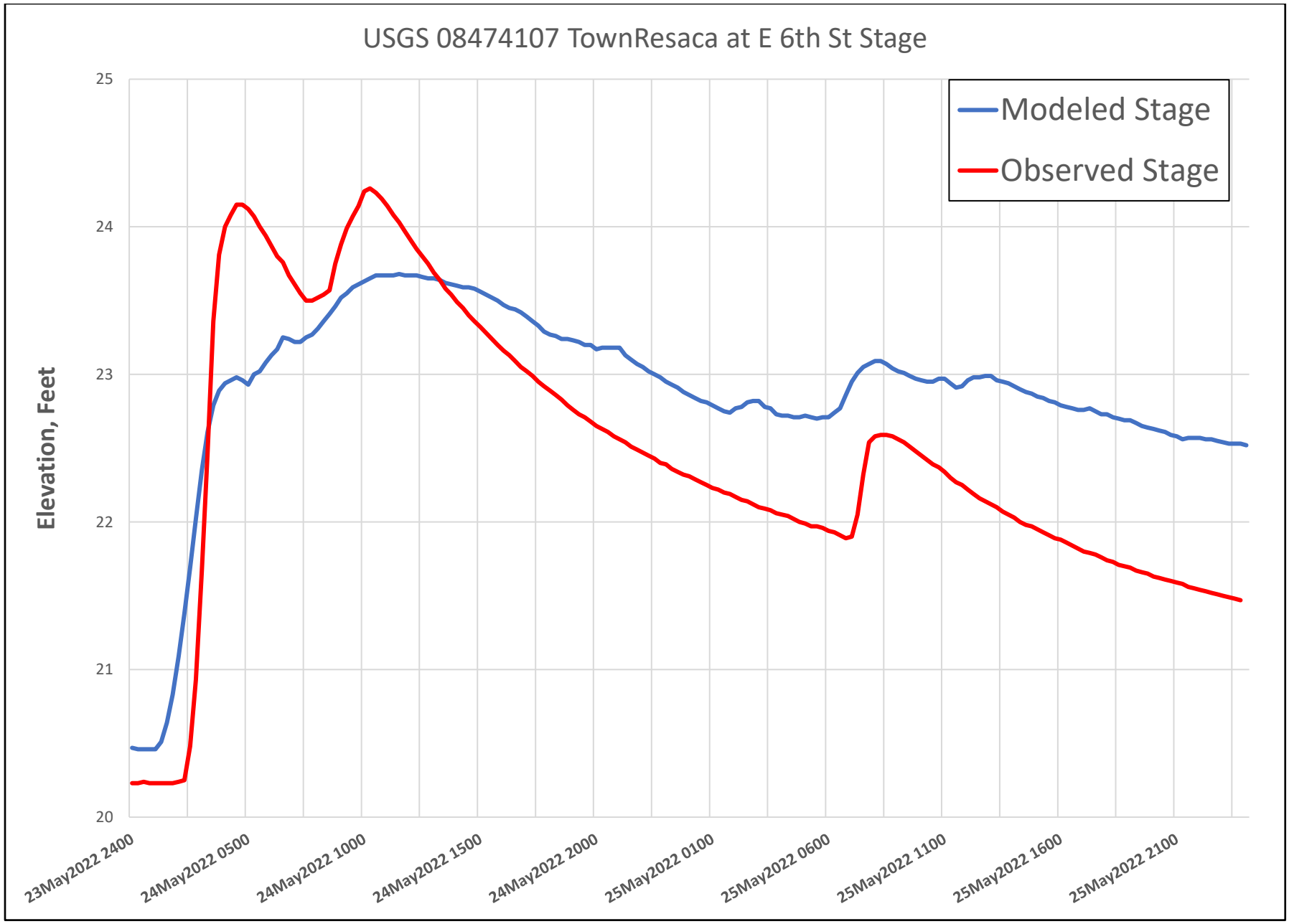
Date: 7/26/2023

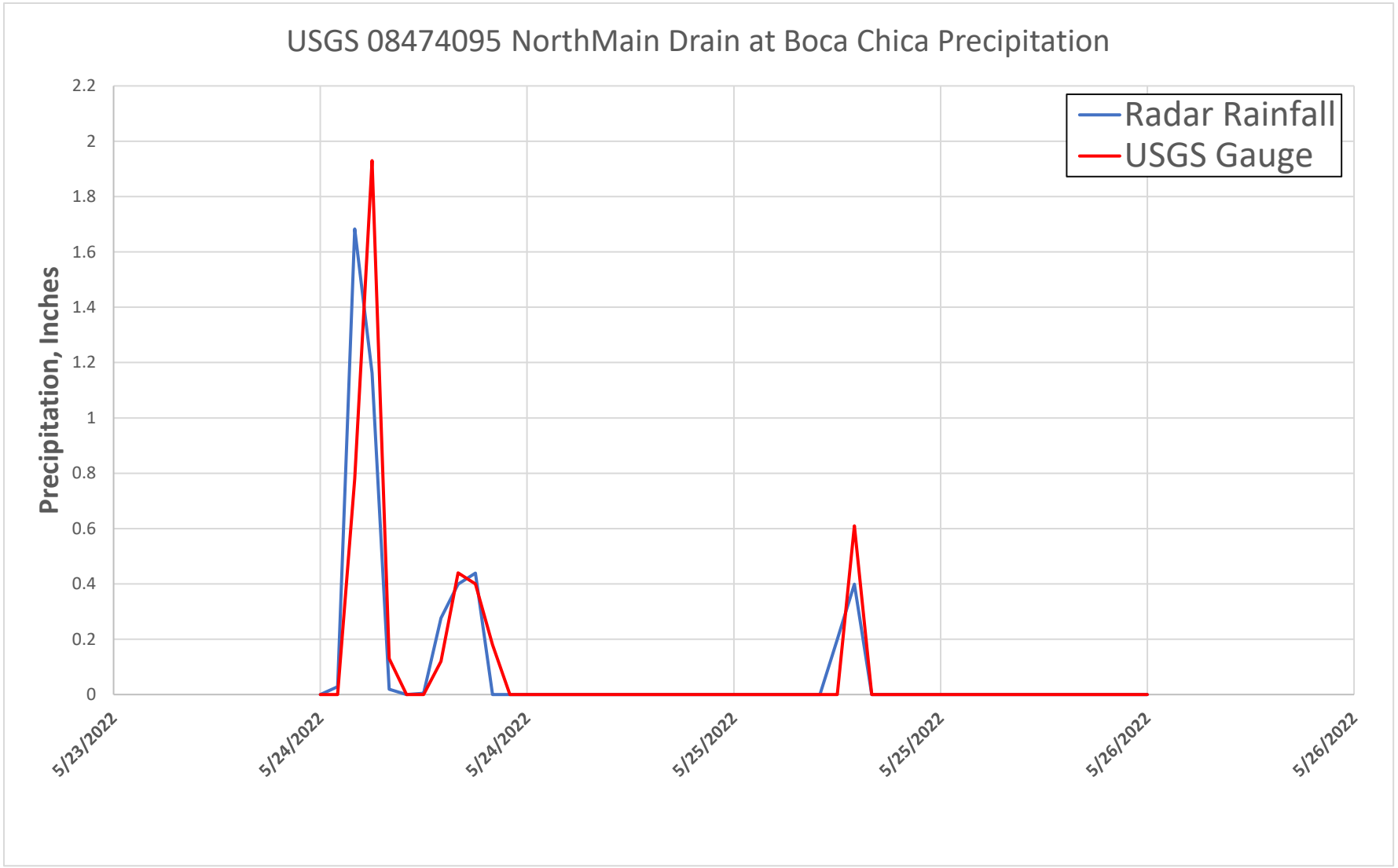
Appendix B - Calibration Results

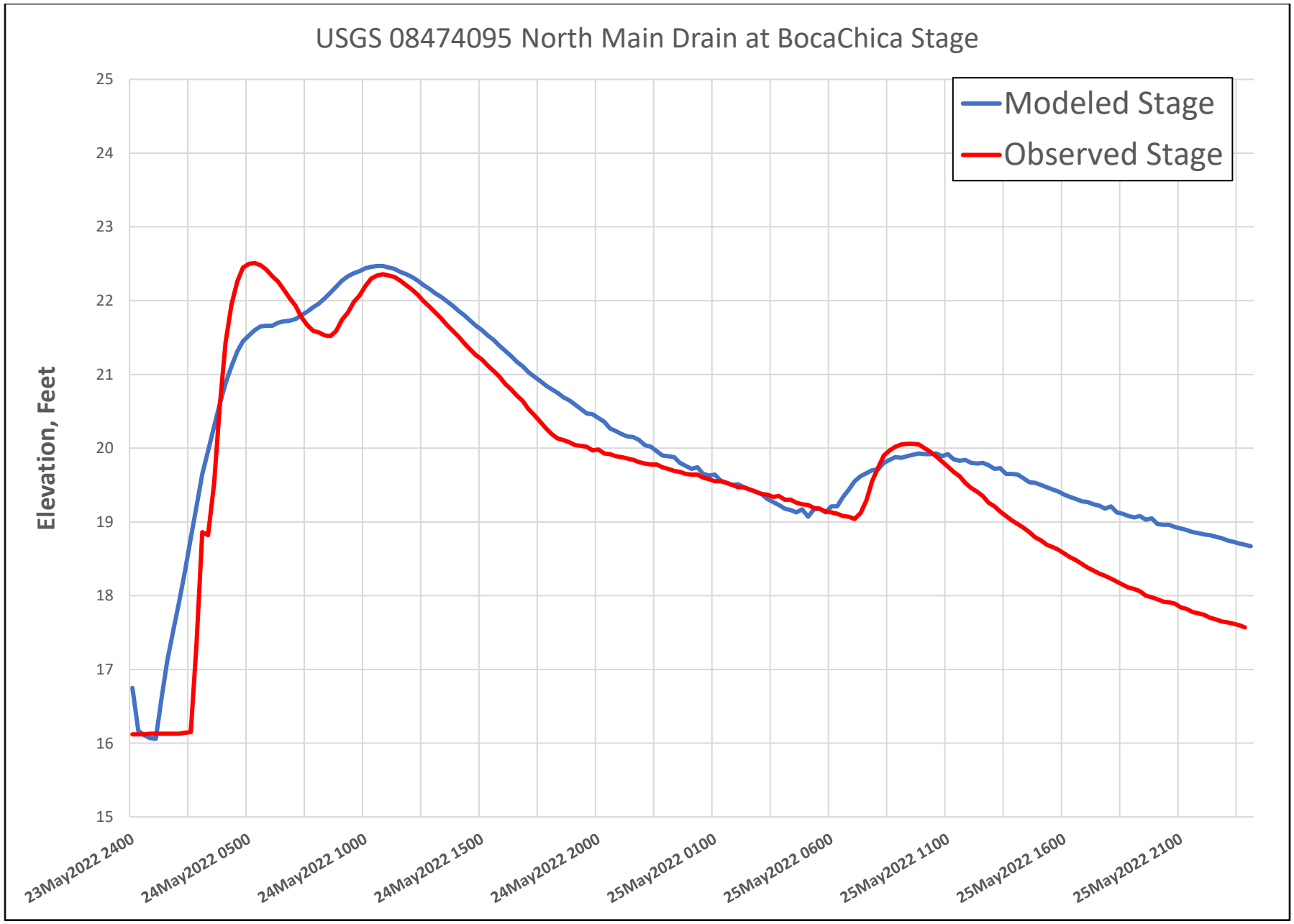

USGS 08474110 Cameron County Ditch at FM802 Precipitation
Radar Rainfall
USGS Gauge
Precipitation, Inches
2
1.8
1.6
1.4
1.2
1
0.8
0.6
0.4
0.2
0
5/23/2022
5/24/2022
5/24/2022
5/25/2022
5/25/2022
5/26/2022
5/26/2022

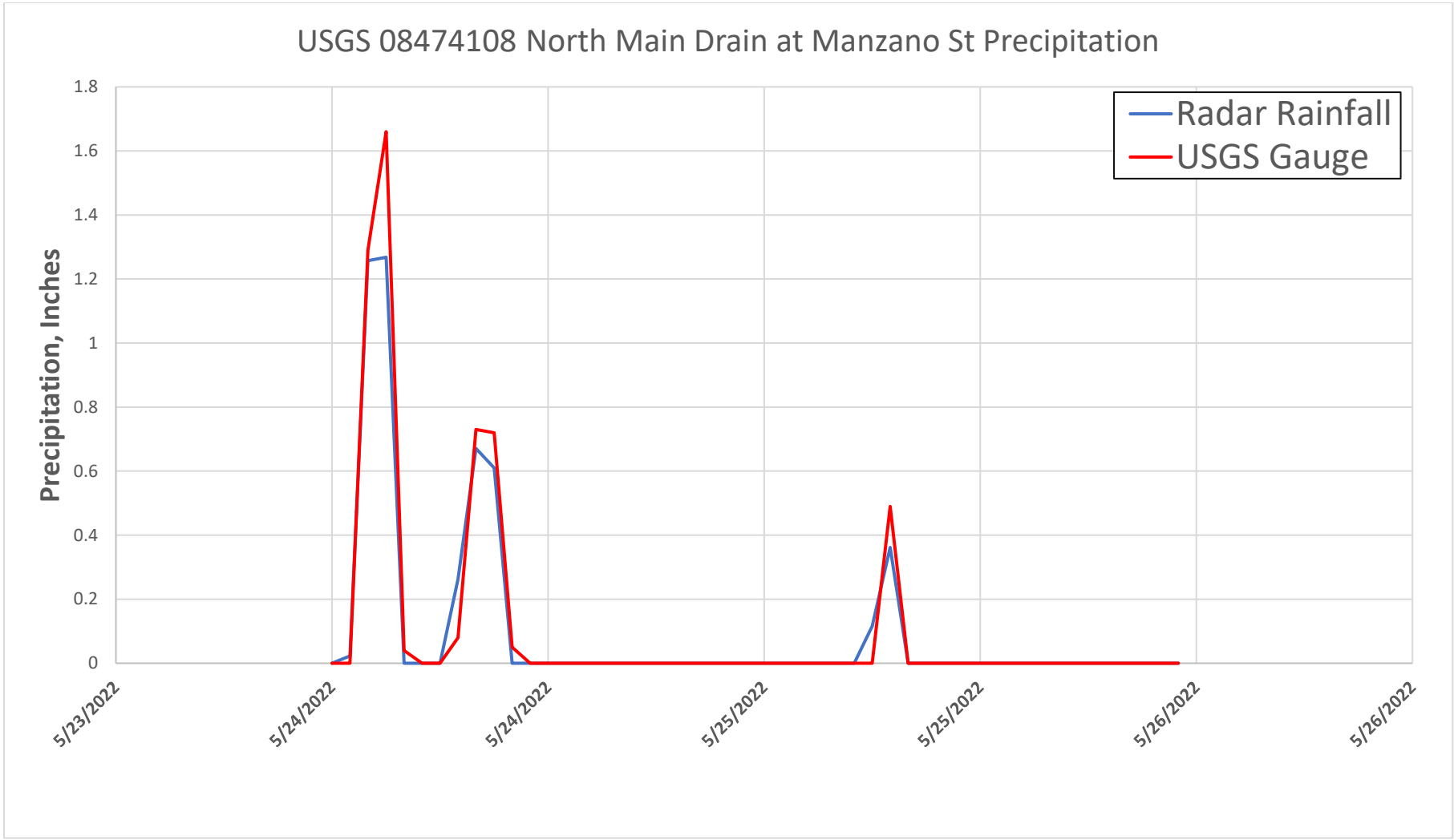

USGS 08474110 Cameron County Ditch No.1 at FM802 Stage
Model Stage
Observed Stage
Elevation , Feet
12
10
8
6
4
2
0
23May2022 2400
24May2022 0500
24May2022 1000
24May2022 1500
24May2022 2000
25May2022 0100
25May2022 0600
25May2022 1100
25May2022 1600
25May2022 2100

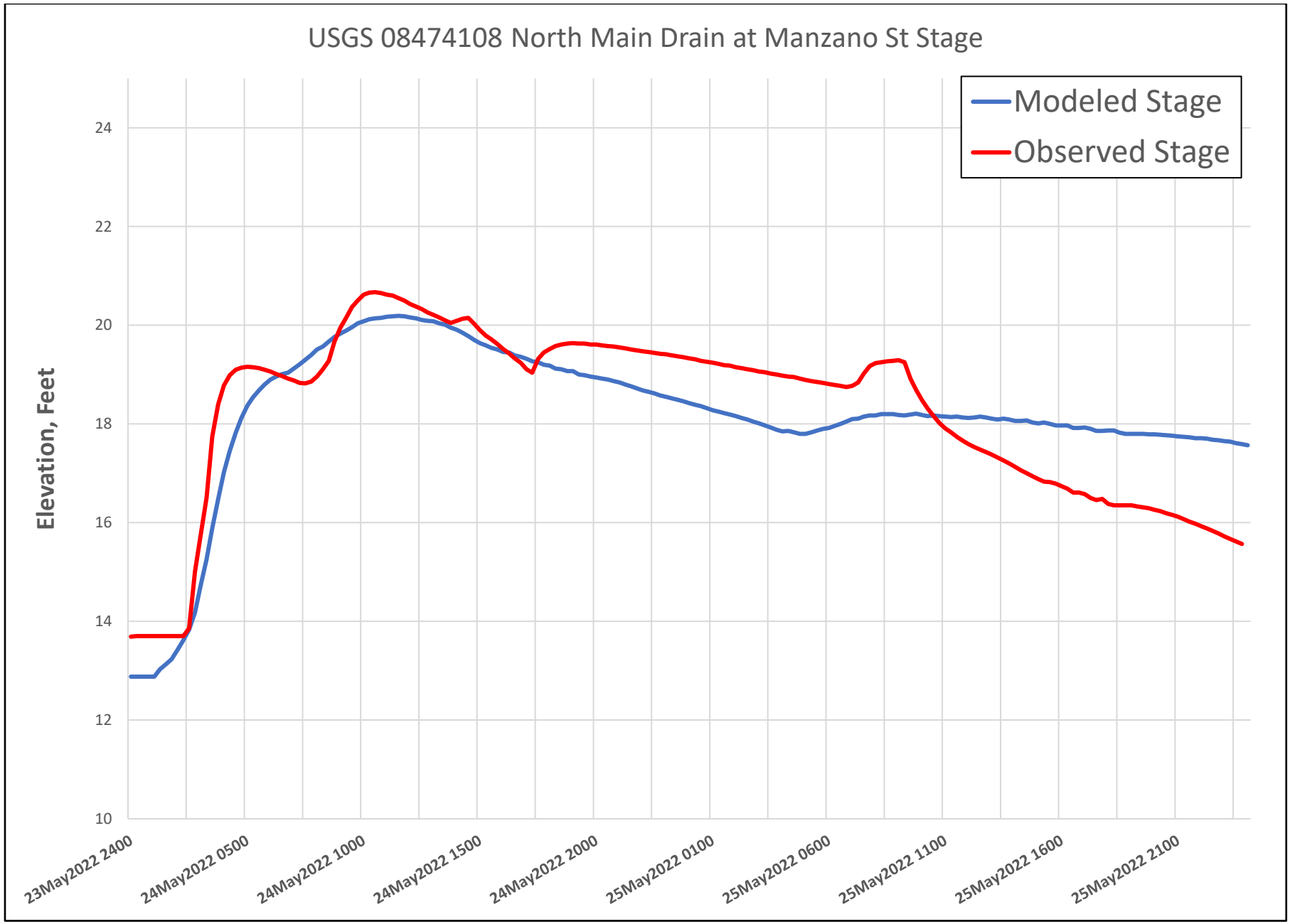

USGS 08474107 Town Resaca at E 6th St Precipitation
Radar Rainfall
USGS Gauge
Precipitation, Inches
2
1.8
1.6
1.4
1.2
1
0.8
0.6
0.4
0.2
0
5/23/2022
5/24/2022
5/24/2022
5/25/2022
5/25/2022
5/26/2022
5/26/2022


USGS 08474107 TownResaca at E 6th St Stage
Modeled Stage
Observed Stage
Elevation, Feet
25
24
23
22
21
20
23May2022 2400
24May2022 0500
24May2022 1000
24May2022 1500
24May2022 2000
25May2022 0100
25May2022 0600
25May2022 1100
25May2022 1600
25May2022 2100


USGS 08474095 NorthMain Drain at Boca Chica Precipitation
Radar Rainfall
USGS Gauge
Precipitation, Inches
2.2
2
1.8
1.6
1.4
1.2
1
0.8
0.6
0.4
0.2
0
5/23/2022
5/24/2022
5/24/2022
5/25/2022
5/25/2022
5/26/2022
5/26/2022


USGS 08474095 North Main Drain at BocaChica Stage
Modeled Stage
Observed Stage
Elevation, Feet
25
24
23
22
21
20
19
18
17
16
15
23May2022 2400
24May2022 0500
24May2022 1000
24May2022 1500
24May2022 2000
25May2022 0100
25May2022 0600
25May2022 1100
25May2022 1600
25May2022 2100


USGS 08474108 North Main Drain at Manzano St Precipitation
Precipitation, Inches
1.8
1.6
1.4
1.2
1
0.8
0.6
0.4
0.2
0
5/23/2022
5/24/2022
5/24/2022
5/25/2022
5/25/2022
5/26/2022
5/26/2022
Radar Rainfall
USGS Gauge


USGS 08474108 North Main Drain at Manzano St Stage
Modeled Stage
Observed Stage
Elevation, Feet
24
22
20
18
16
14
12
10
23May2022 2400
24May2022 0500
24May2022 1000
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24May2022 2000
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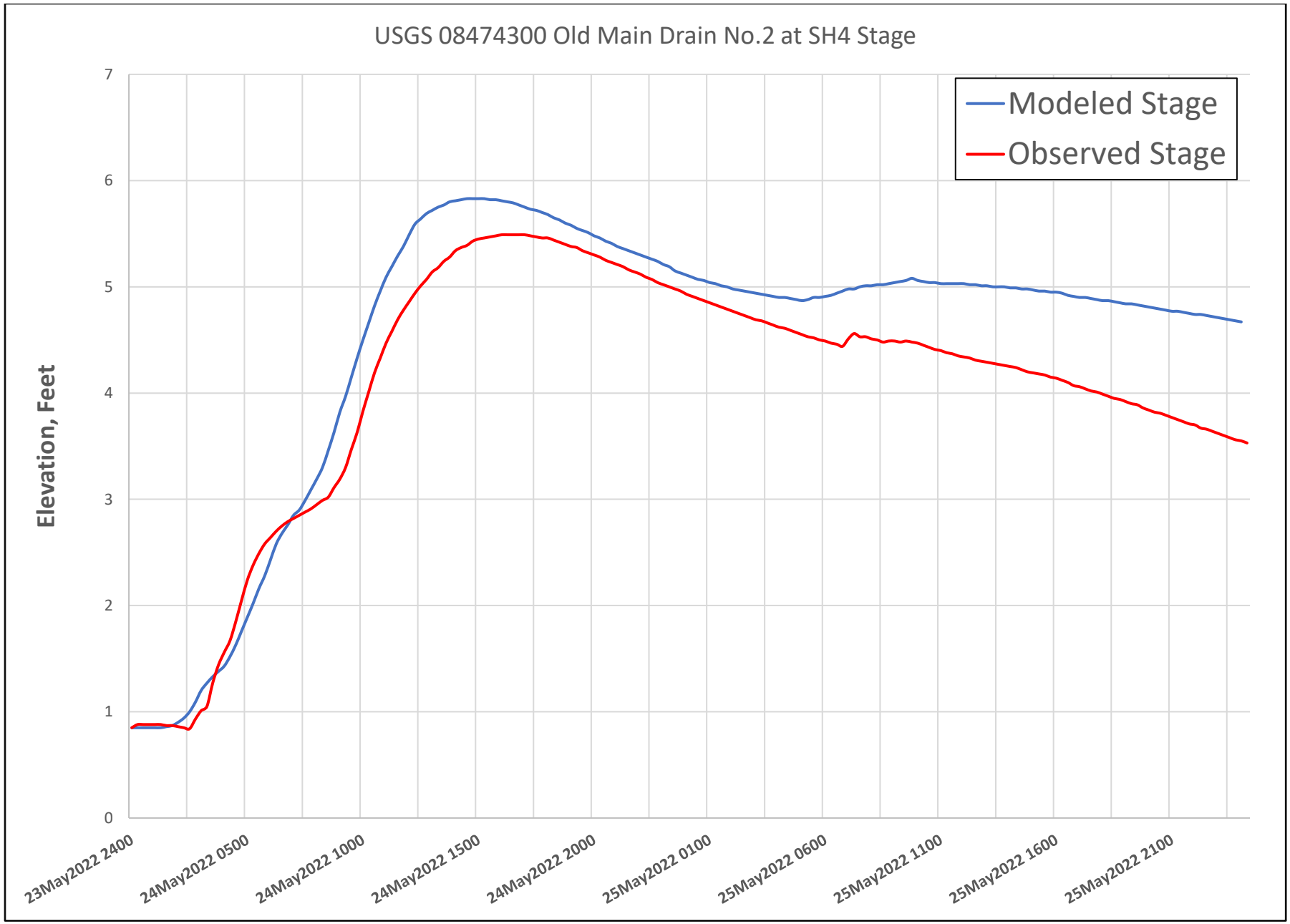
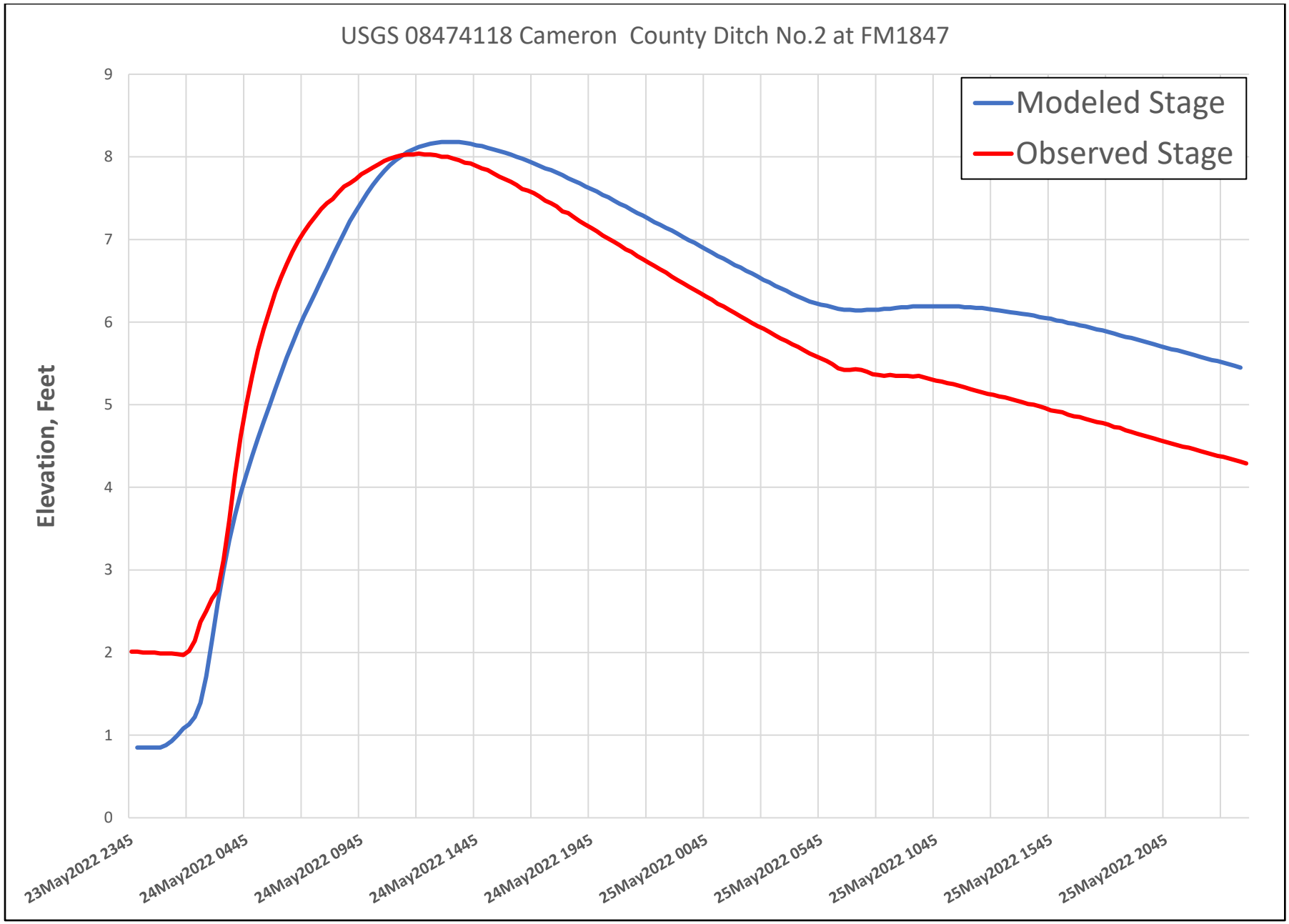
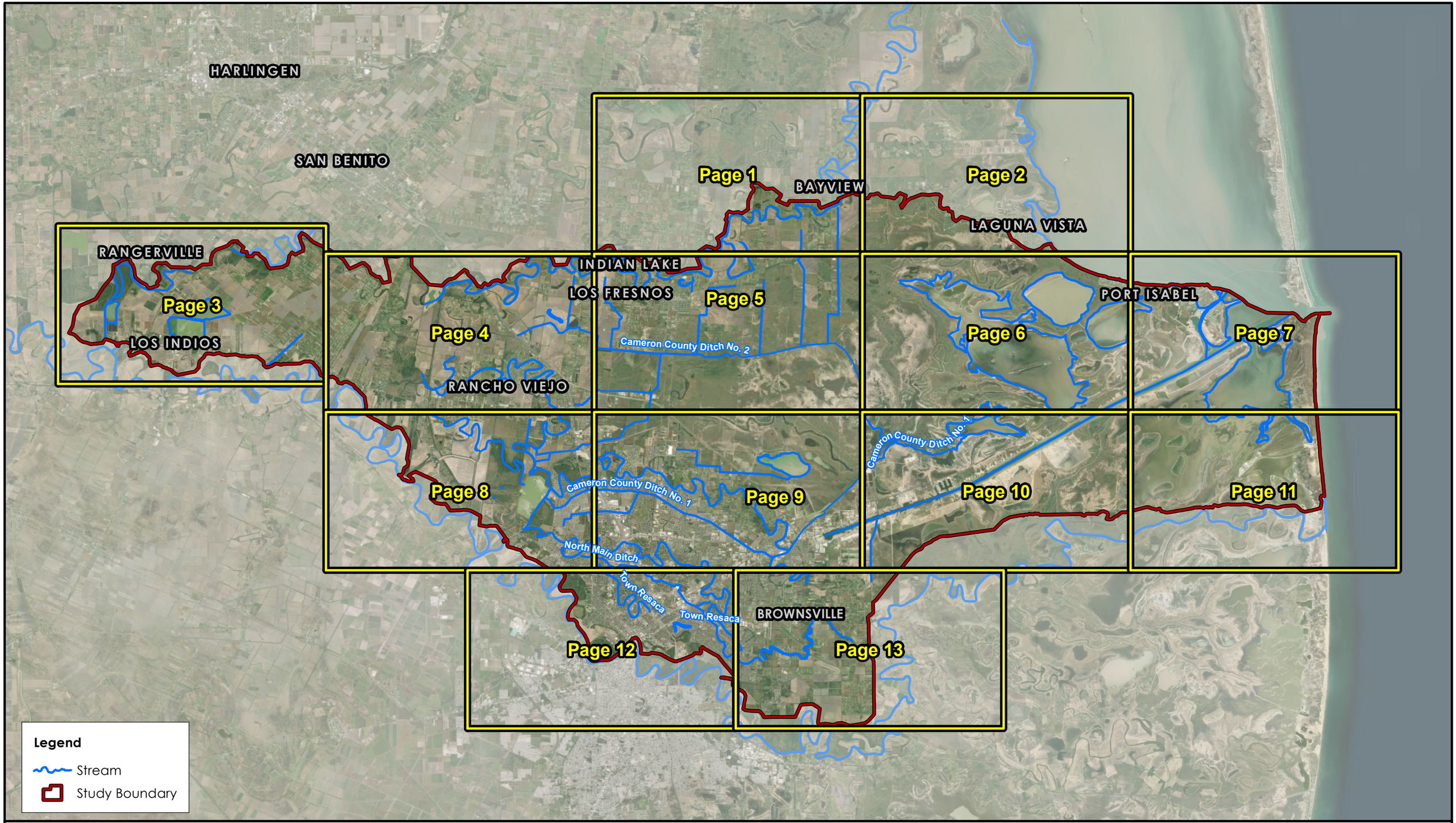
25May2022 1100
25May2022 1600
25May2022 2100


USGS 08474300 Old Main Drain No.2 at SH4 Stage
Modeled Stage
Observed Stage
Elevation, Feet
7
6
5
4
3
2
1
0
23May2022 2400
24May2022 0500
24May2022 1000
24May2022 1500
24May2022 2000
25May2022 0100
25May2022 0600
25May2022 1100
25May2022 1600
25May2022 2100


USGS 08474118 Cameron County Ditch No.2 at FM1847
Modeled Stage
Observed Stage
Elevation, Feet
0
1
2
3
4
5
6
7
8
9
23May2022 2345
24May2022 0445
24May2022 0945
24May2022 1445
24May2022 1945
25May2022 0045
25May2022 0545
25May2022 1045
25May2022 1545
25May2022 2045

Appendix C - 100-Year Flood Depth Maps



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Existing 100-YR Flood Depth Map

INDEX

Port Isabel HUC-10 Watershed Study

0 16,000 32,000 Feet

1 in = 16,000 feet

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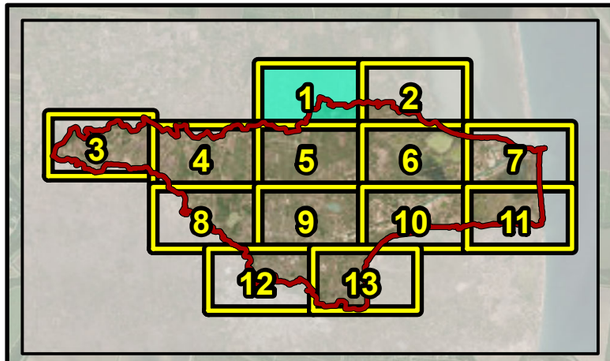

BROWNSVILLE

BAYVIEW

SPELLANE RD

CALLE HERMOSA

W RESACA DR

CAMP

SHARE 28 RD

TRACT 43 RD

3069

2480

SAN RAMON RD

100

STANFORD RD

INDIAN LAKE

N CUATES CAMINO

HENDERSON RD

LOS FRESNOS

1847

SAZIC COVE DR

RESACA SHORE DR

1575

Legend

Stream

Study Boundary

100-YR Flooding Depth

Feet

High : 19.9

Low : 0.1

Existing 100-YR Flood Depth Map

Page 1

Port Isabel HUC-10 Watershed Study

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0 4,000 8,000 Feet

1 in = 4,000 feet

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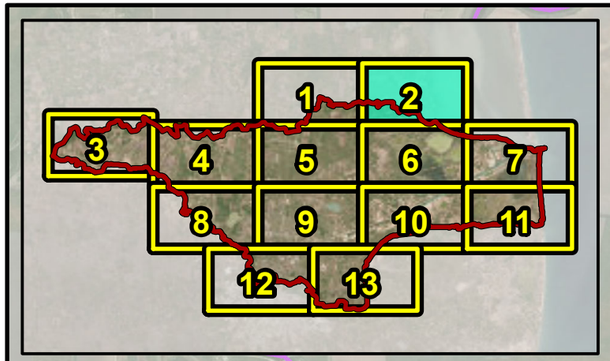
Date: 7/25/2023



BAYVIEW

BROWNSVILLE

W RESACA DR

2480

LAGUNA VISTA

100

510

PORT ISABEL

Legend

Stream

Study Boundary

100-YR Flooding Depth

Feet

High : 19.9

Low : 0.1

Existing 100-YR Flood Depth Map

Page 2

Port Isabel HUC-10 Watershed Study

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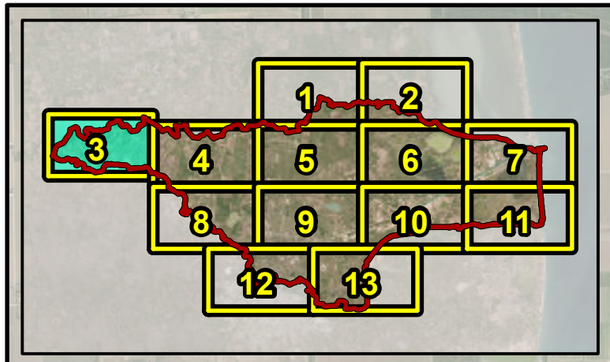
0 4,000 8,000 Feet

1 in = 4,000 feet

Document Path: W:\Citrix\42000s\42407\001\GIS\MXD\ReportExhibits\Ex00_Depth_Zoom_11x17.mxd

Date: 7/25/2023



HARLINGEN

RANGERVILLE

SAN BENITO

LOS INDIOS

BROWNSVILLE

OYAMA RD
TILDEN RD
JIMENEZ RD
RESACA DEL RANCHO VIEJO RD
1479
WEBER RD
WEAVER RD
OHIO STATION RD
675
509
LANDRUM RD
SMOKER RD
2520
BARLOW RD
BENO AVE
REY AVE
JOINES RD
GAMBLE RD
HUDSON RD
RESACA RD
732
RESACA SANTA DR
LA PALOMA CUTOFF RD
J LEAL RD
LOS RANCHOS RD
VIRGINIA ST
LAS CIPRES BLVD
REBECA LN
LEAL RD
CARRICITOS TRL
PALOMA
CALLE RANCHO GRANDE W
CALLE SAN JUDAS
CALLE RANCHO GRANDE E
SAN MATEO
SAN LUCAS
SAN MIGUEL
SAN MARCOS
PADILLA ST
S CANAL RD
DON FELIPE TREVINO CRK
281
MALDONADO RD
EL CAMPO RD
LOS RANCHITOS DR
RANCH PARK RD

Legend

Stream

Study Boundary

100-YR Flooding Depth

Feet

High : 19.9

Low : 0.1

Existing 100-YR Flood Depth Map

Page 3

Port Isabel HUC-10 Watershed Study

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0 4,000 8,000 Feet

1 in = 4,000 feet

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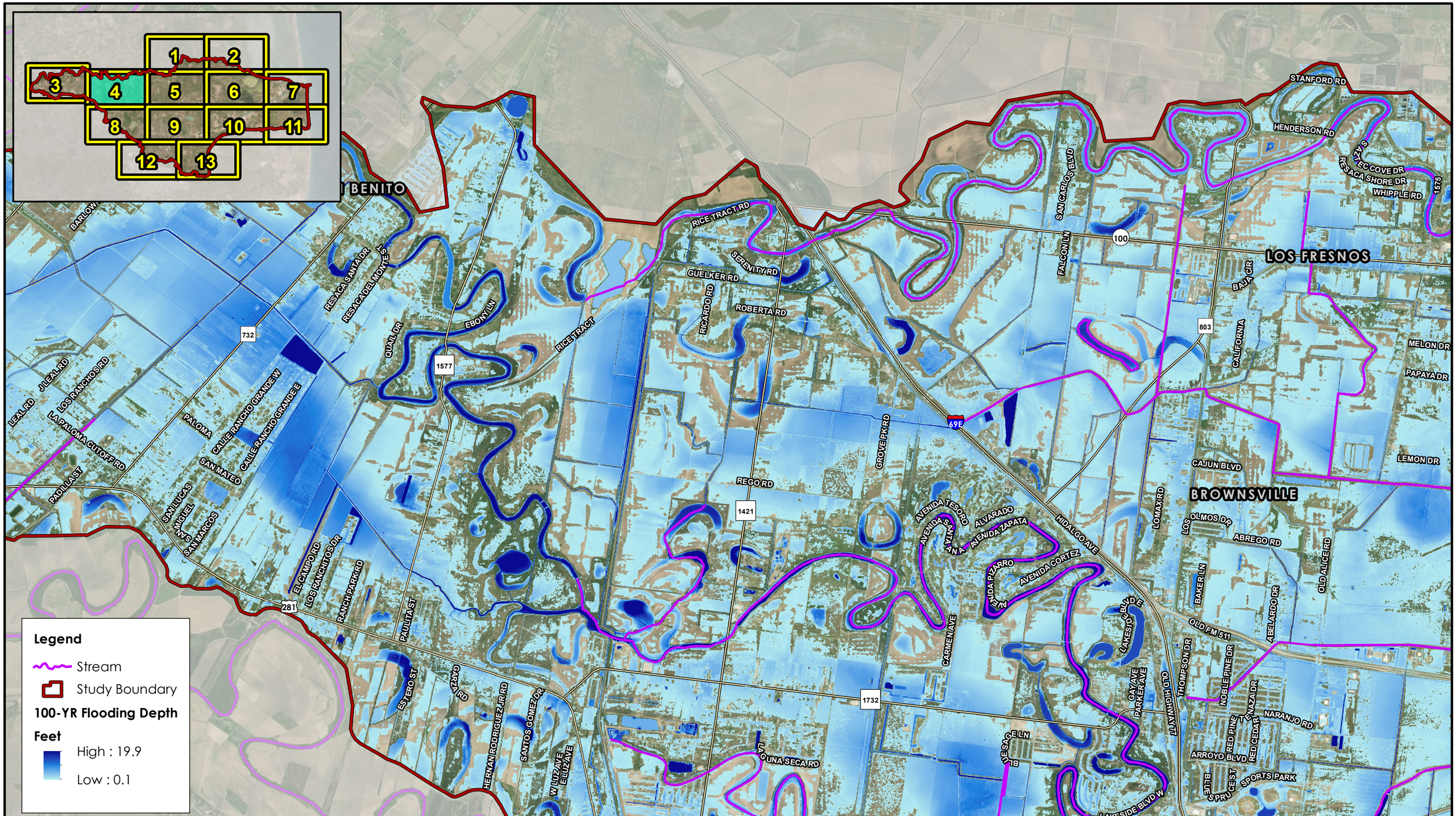

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Existing 100-YR Flood Depth Map

Page 4

Port Isabel HUC-10 Watershed Study

0 4,000 8,000 Feet

1 in = 4,000 feet

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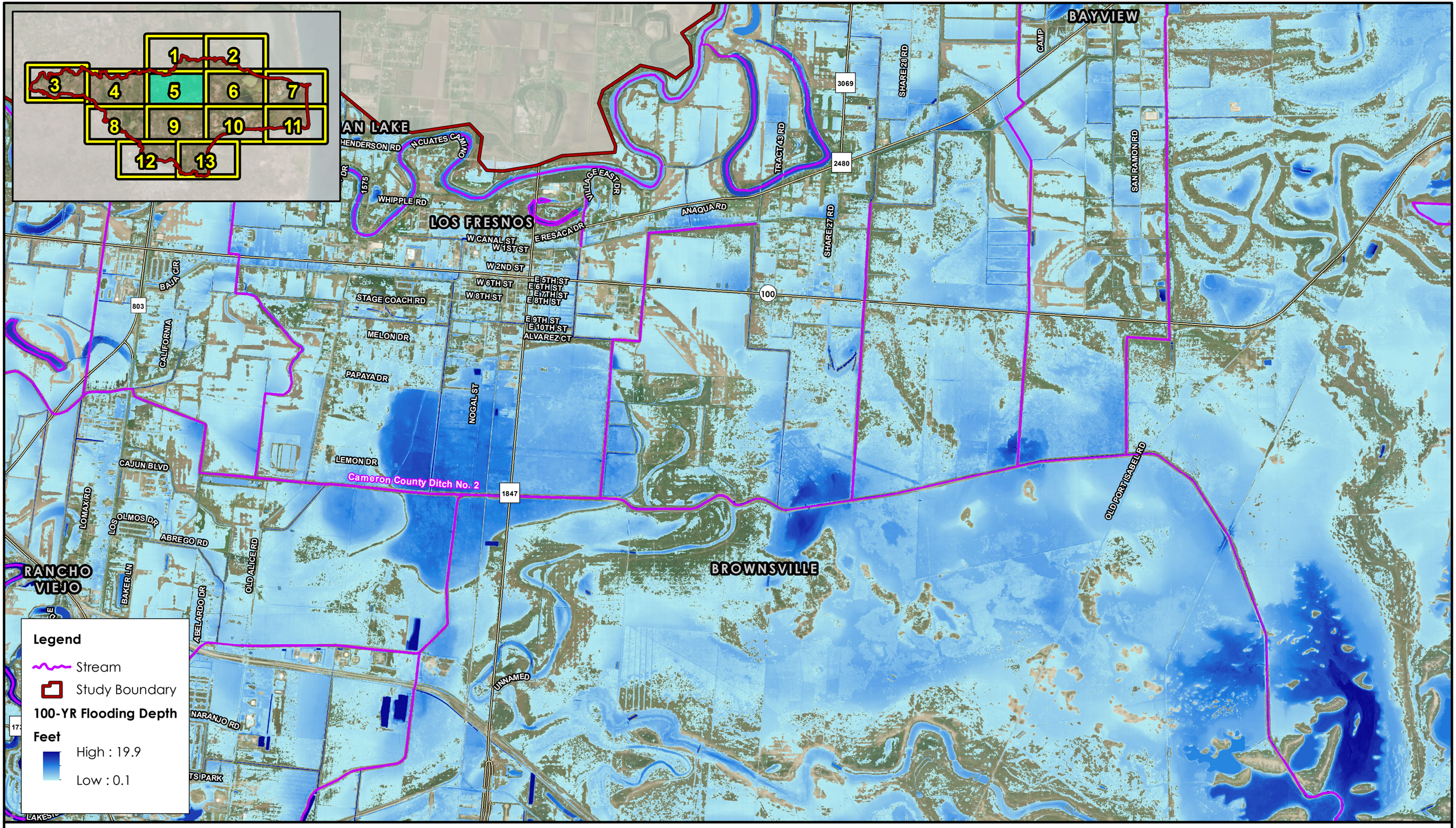
Date: 7/25/2023



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Existing 100-YR Flood Depth Map

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Port Isabel HUC-10 Watershed Study

0 4,000 8,000 Feet

1 in = 4,000 feet

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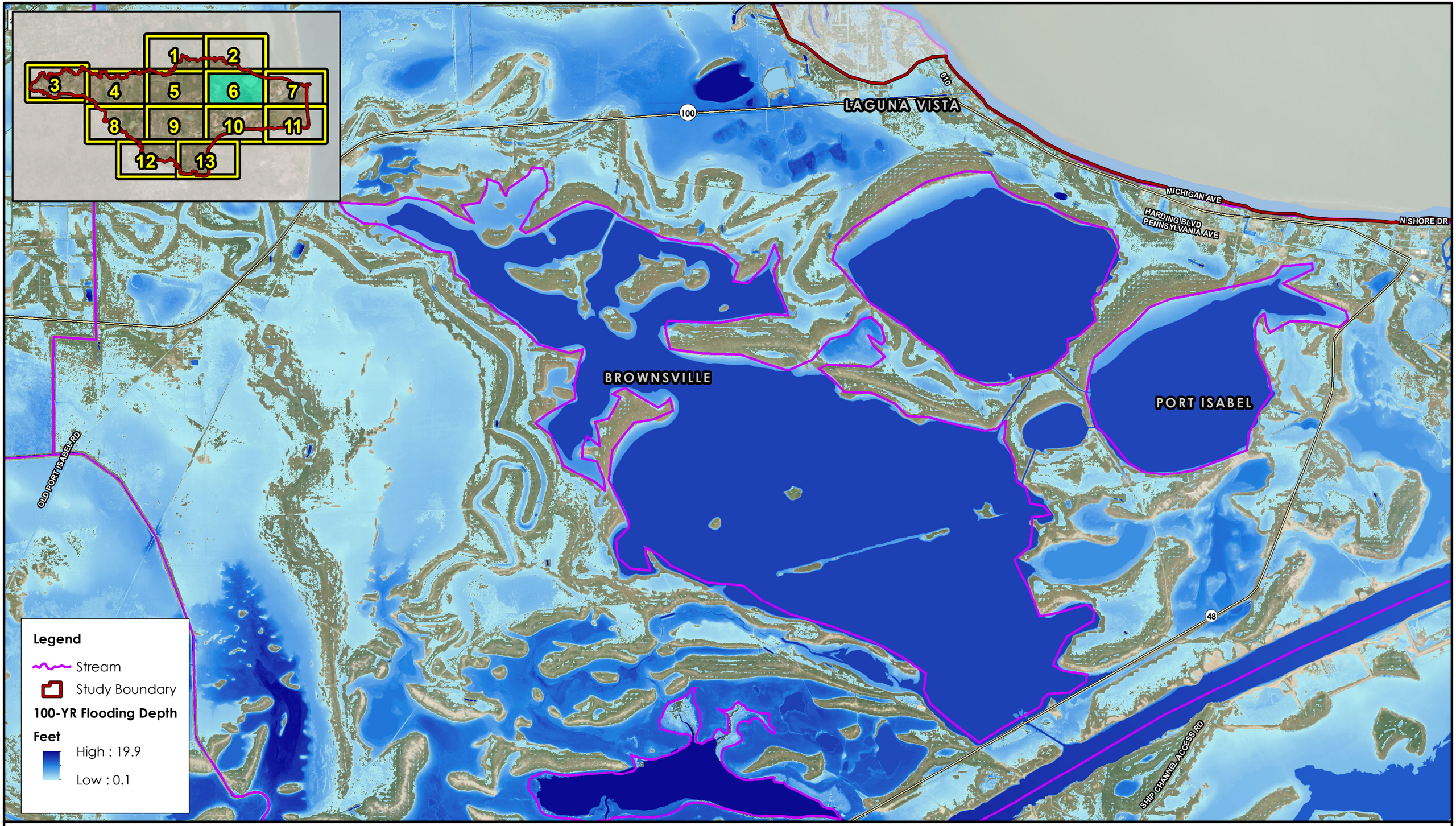
Date: 7/25/2023



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Existing 100-YR Flood Depth Map

Page 6

Port Isabel HUC-10 Watershed Study

0 4,000 8,000 Feet

1 in = 4,000 feet

Document Path: W:\Citrix\42000s\42407\001\GIS\MXD\ReportExhibits\Ex00_Depth_Zoom_11x17.mxd

Date: 7/25/2023



Existing 100-YR Flood Depth Map

Page 7

Port Isabel HUC-10 Watershed Study

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0 4,000 8,000 Feet

1 in = 4,000 feet

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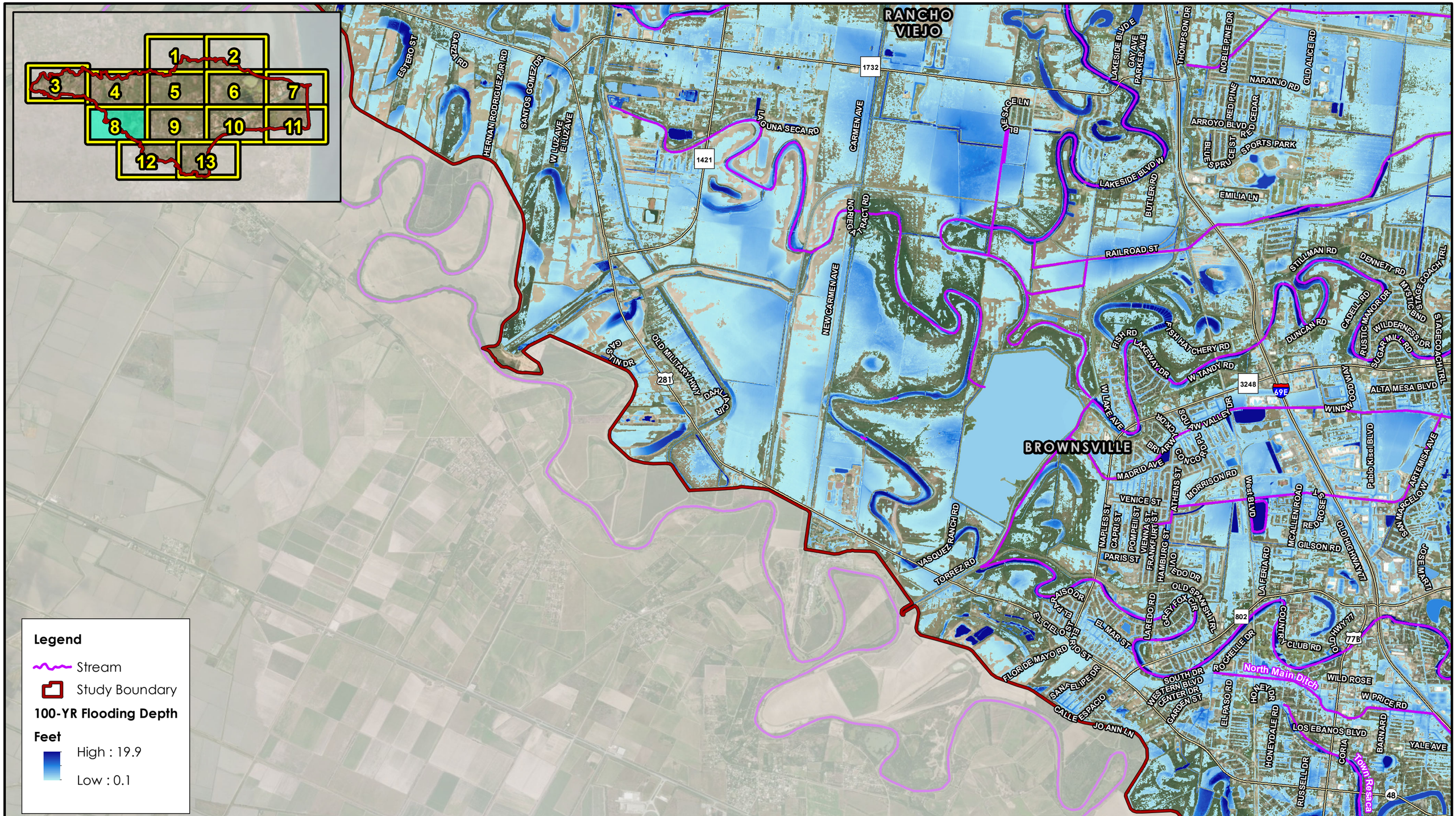
Date: 7/25/2023



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Existing 100-YR Flood Depth Map

Page 8

Port Isabel HUC-10 Watershed Study

0 4,000 8,000 Feet

1 in = 4,000 feet

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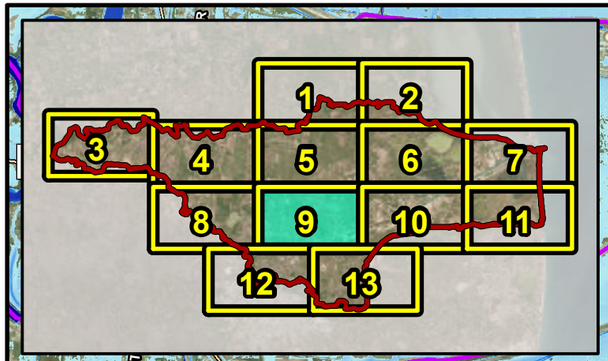

Legend

- Stream
- Study Boundary

100-YR Flooding Depth

Feet

- High : 19.9
- Low : 0.1

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Existing 100-YR Flood Depth Map

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Port Isabel HUC-10 Watershed Study

0 4,000 8,000 Feet

1 in = 4,000 feet

Document Path: W:\Citrix\42000s\42407\001\GIS\MXD\ReportExhibits\Ex00_Depth_Zoom_11x17.mxd

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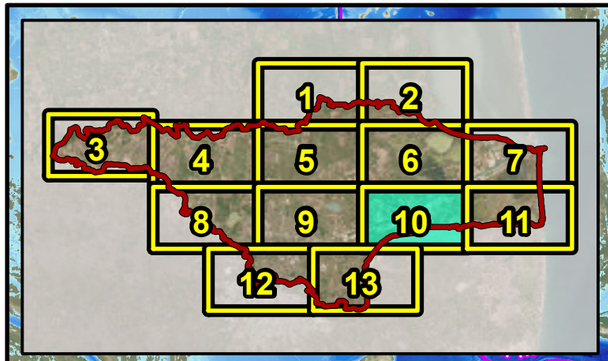

PORT ISABEL

BROWNSVILLE

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BOCA CHICA TRACT ROAD 4

SHIP CHANNEL ACCESS RD

Cameron County Ditch No. 1

Legend

Stream

Study Boundary

100-YR Flooding Depth

Feet

High : 19.9

Low : 0.1

Existing 100-YR Flood Depth Map

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Port Isabel HUC-10 Watershed Study

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0 4,000 8,000 Feet

1 in = 4,000 feet

Document Path: W:\Citrix\42000s\42407\001\GIS\MXD\ReportExhibits\Ex00_Depth_Zoom_11x17.mxd

Date: 7/25/2023



BOCA CHICA WMA TRACT RD

BOCA CHICA TRACT ROAD 1

Legend

Stream

Study Boundary

100-YR Flooding Depth

Feet

High : 19.9

Low : 0.1

Existing 100-YR Flood Depth Map

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Port Isabel HUC-10 Watershed Study

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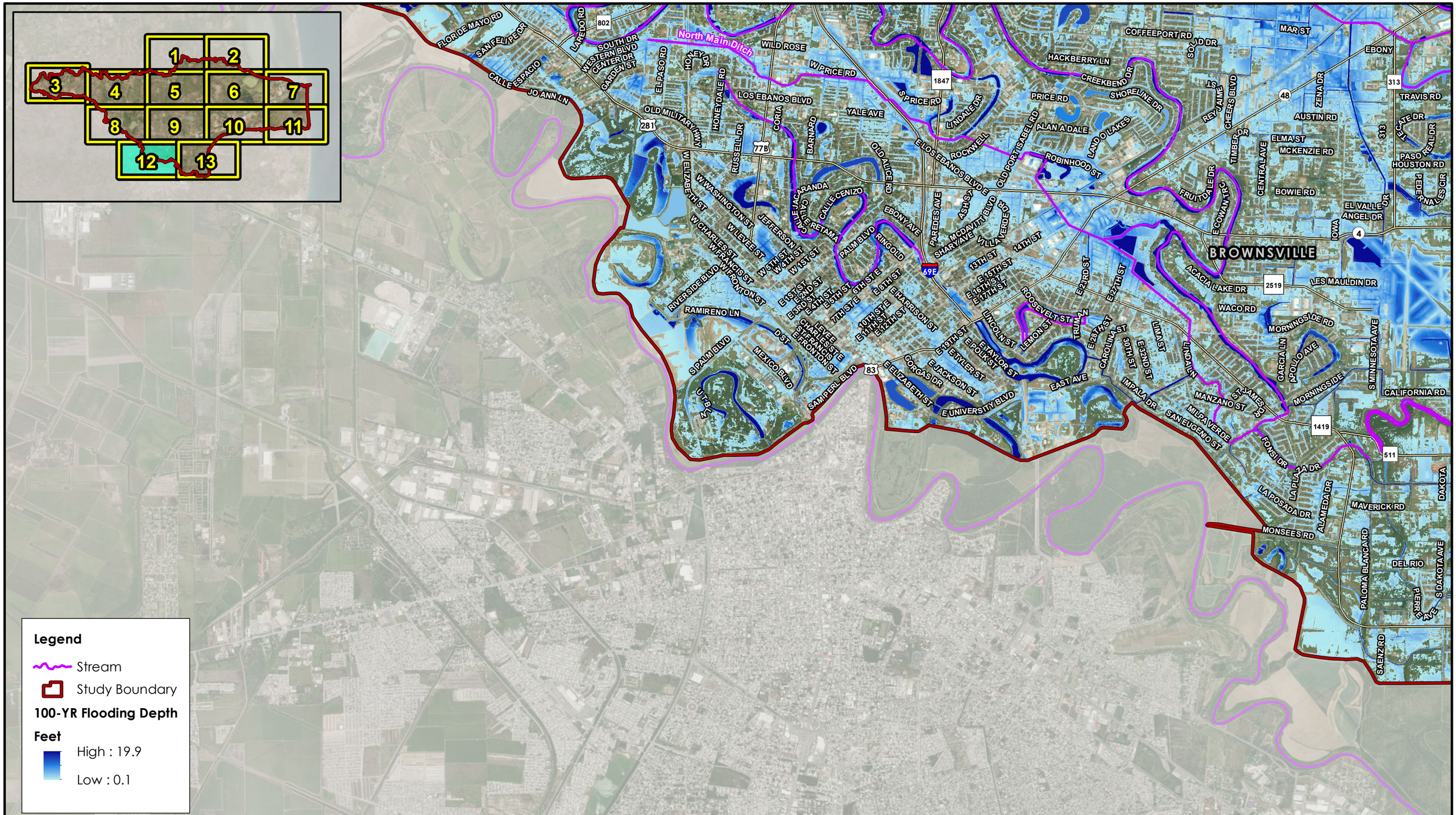
0 4,000 8,000 Feet

1 in = 4,000 feet

Document Path: W:\Citrix\42000s\42407\001\GIS\MXD\ReportExhibits\Ex00_Depth_Zoom_11x17.mxd

Date: 7/25/2023



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Existing 100-YR Flood Depth Map

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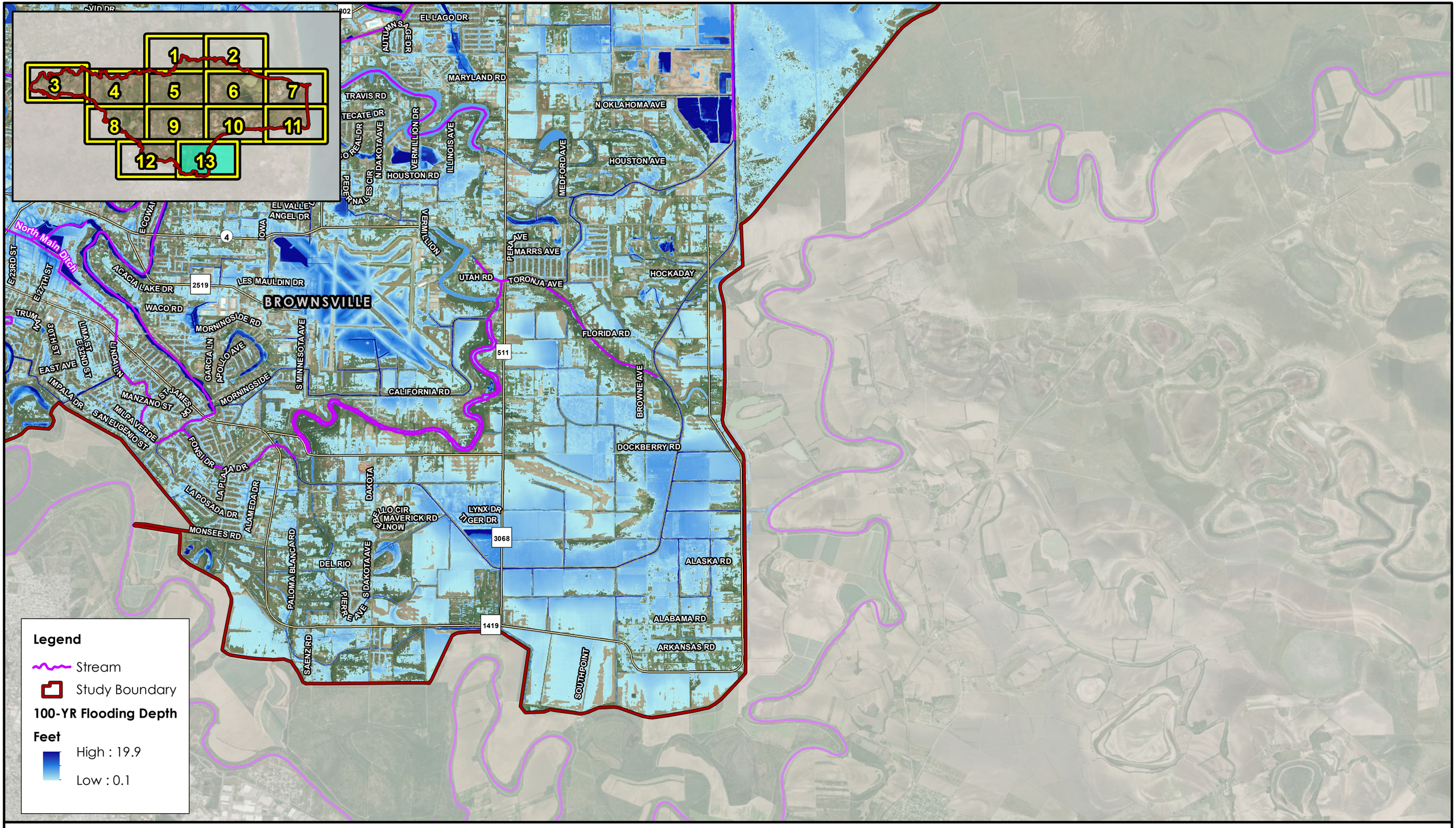
Port Isabel HUC-10 Watershed Study

0 4,000 8,000 Feet

1 in = 4,000 feet

Document Path: W:\Citrix\42000s\42407\001\GIS\MXD\ReportExhibits\Ex00_Depth_Zoom_11x17.mxd

Date: 7/25/2023



Existing 100-YR Flood Depth Map

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Port Isabel HUC-10 Watershed Study

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0 4,000 8,000 Feet

1 in = 4,000 feet

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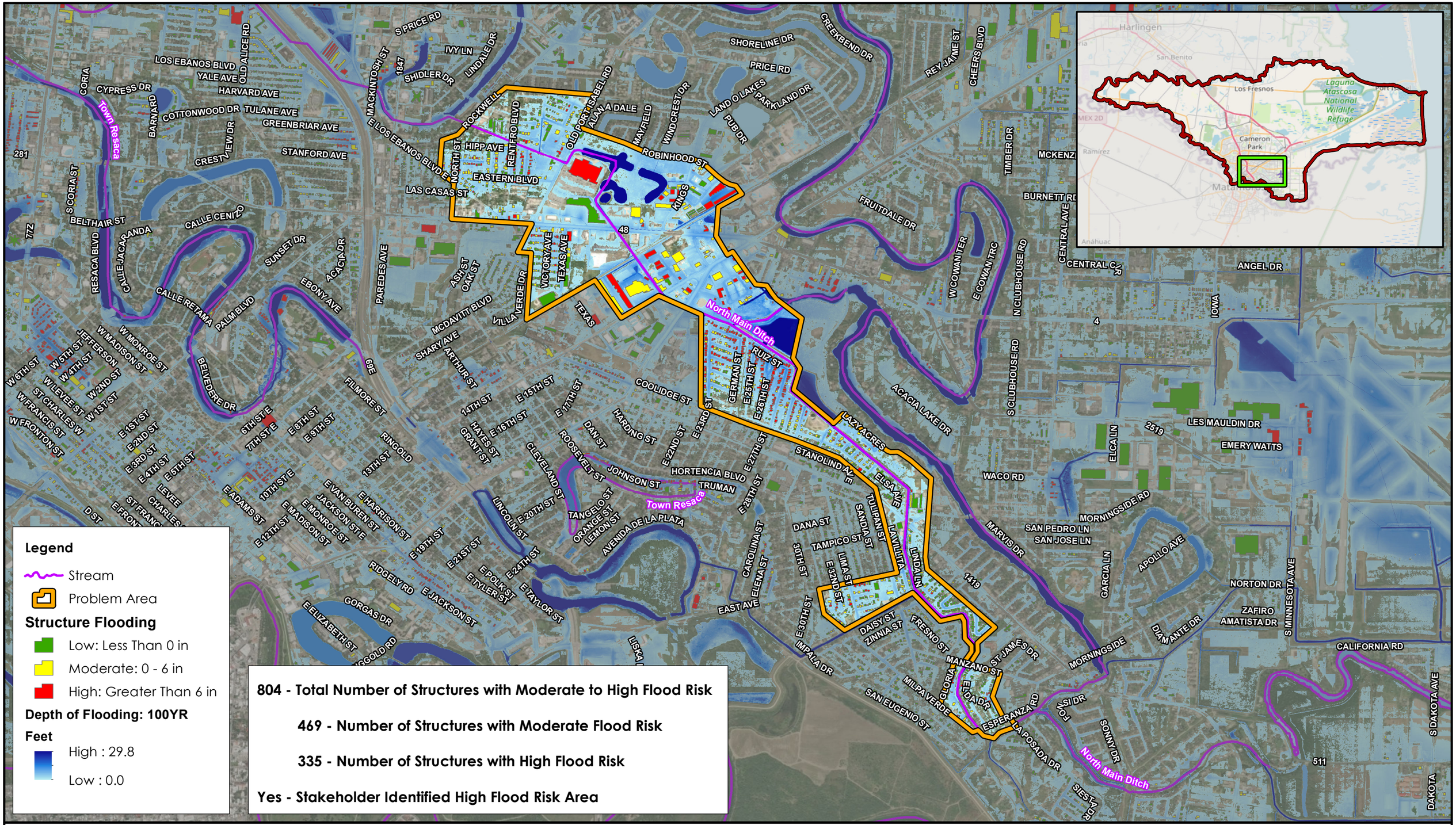
Date: 7/25/2023

Appendix D - Problem Area Maps


Harlingen
San Benito
Los Fresnos
Laguna Atascosa National Wildlife Refuge
Cameron Park
Ramirez
Matamoros
Anáhuac
Legend
Stream
Problem Area
Structure Flooding
Low: Less Than 0 in
Moderate: 0 - 6 in
High: Greater Than 6 in
Depth of Flooding: 100YR
Feet
High : 29.8
Low : 0.0
804 - Total Number of Structures with Moderate to High Flood Risk
469 - Number of Structures with Moderate Flood Risk
335 - Number of Structures with High Flood Risk
Yes - Stakeholder Identified High Flood Risk Area
Town Resaca
North Main Ditch
ROBINHOOD ST
EASTERN BLVD
HIPP AVE
LAS CASAS ST
E LOS EBANOS BLVD
S PRICE RD
IVY LN
LINDALE DR
SHIDLER DR
LOS EBANOS BLVD
YALE AVE
HARVARD AVE
CYPRESS DR
COTTONWOOD DR
TULANE AVE
GREENBRIAR AVE
STANFORD AVE
CRESTVIEW DR
CORIA
BARNARD
OLD ALICE RD
MACKINTOSH ST
ROCKWELL
RENTFRO BLVD
OLD PORT ISABEL RD
ALAN A DALE
MAYFIELD
WINDCREST DR
LAND O LAKES
PARKLAND DR
RUB DR
SHORELINE DR
PRICE RD
CREEKBEND DR
REY JAIME ST
CHEERS BLVD
TIMBER DR
MCKENZ
BURNETT RD
FRUITDALE DR
W COWAN TER
E COWAN TRC
N CLUBHOUSE RD
CENTRAL AVE
CENTRAL CT
ANGEL DR
IOWA
S CLUBHOUSE RD
ACACIA LAKE DR
LES MAULDIN DR
EMERY WATTS
ELCA LN
2519
WACO RD
MORNINGSIDE RD
SAN PEDRO LN
SAN JOSE LN
MARVIS DR
GARCIA LN
APOLLO AVE
NORTON DR
ZAFIRO
AMATISTA DR
S MINNESOTA AVE
CALIFORNIA RD
S DAKOTA AVE
DAKOTA
DIAMANTE DR
MORNINGSIDE
MANZANO ST
JAMES DR
FRESNO ST
ESPERANZA RD
LA POSADA DR
SIESTA DR
SONNY DR
FONSI DR
MILPA VERDE
SAN EUGENIO ST
GLORIA
EDA DR
IMPALA DR
E 30TH ST
DAISY ST
ZINNIA ST
LIMA ST
E 32ND ST
TAMPICO ST
DANA ST
TULIPAN ST
SANDIA ST
LAVILLITA
LINDA LN
CAROLINA ST
ELENA ST
EAST AVE
1419
511
4
48
281
77Z
69E
1847
SCORIA ST
BELTHAIR ST
CALLE CENIZO
CALLE JACARANDA
RESACA BLVD
CALLE RETAMA
PALM BLVD
SUNSET DR
ACACIA DR
EBONY AVE
PAREDES AVE
ASH ST
OAK ST
VICTORIA AVE
TEXAS AVE
VILLA VERDE DR
MCDAVITT BLVD
TEXAS
SHARY AVE
ARTHUR ST
BELVEDERE DR
FILMORE ST
RINGOLD
13TH ST
W 6TH ST
W 5TH ST
W 4TH ST
W 2ND ST
W 1ST ST
JEFFERSON
W MADISON ST
W MONROE ST
W LEVEE ST
ST CHARLES W
W FRANCIS ST
W FRONTON ST
E 1ST ST
E 2ND ST
E 3RD ST
E 4TH ST
E 5TH ST
LEVEE
6TH ST E
7TH ST E
E 8TH ST
E 9TH ST
10TH ST E
E ADAMS ST
E 12TH ST
E VAN BUREN ST
JACKSON ST E
E MADISON ST
E MONROE ST
E HARRISON ST
E 19TH ST
E 21ST ST
E 24TH ST
E POLK ST
E TYLER ST
E TAYLOR ST
RIDGELY RD
E JACKSON ST
GORGAS DR
E ELIZABETH ST
14TH ST
E 15TH ST
E 16TH ST
E 17TH ST
HAYES ST
GRANT ST
COOLIDGE ST
HARDING ST
DAN ST
ROOSEVELT ST
CLEVELAND ST
LINCOLN ST
E 20TH ST
TANGELO ST
ORANGE ST
LEMON ST
AVENIDA DE LA PLATA
JOHNSON ST
TRUMAN
HORTENCIA BLVD
E 22ND ST
E 23RD ST
E 25TH ST
E 26TH ST
E 27TH ST
E 28TH ST
GERMAN ST
RUIZ ST
LAZY ACRES
STANOLIND AVE
ELSA AVE
TULIPAN ST
SANDIA ST
LAVILLITA
LINDA LN
LIMA ST
E 32ND ST
E 30TH ST
TAMPICO ST
DANA ST
CAROLINA ST
ELENA ST
EAST AVE
LISKA
IMPALA DR
DAISY ST
ZINNIA ST
FRESNO ST
MANZANO ST
JAMES DR
MORNINGSIDE
DIAMANTE DR
MILPA VERDE
SAN EUGENIO ST
GLORIA
EDA DR
ESPERANZA RD
LA POSADA DR
SIESTA DR
SONNY DR
FONSI DR
NORTON DR
ZAFIRO
AMATISTA DR
S MINNESOTA AVE
CALIFORNIA RD
S DAKOTA AVE
DAKOTA
MORNINGSIDE RD
SAN PEDRO LN
SAN JOSE LN
MARVIS DR
GARCIA LN
APOLLO AVE
WACO RD
ELCA LN
2519
LES MAULDIN DR
EMERY WATTS
ACACIA LAKE DR
S CLUBHOUSE RD
N CLUBHOUSE RD
CENTRAL AVE
CENTRAL CT
ANGEL DR
IOWA
W COWAN TER
E COWAN TRC
FRUITDALE DR
BURNETT RD
TIMBER DR
REY JAIME ST
CHEERS BLVD
CREEKBEND DR
SHORELINE DR
PRICE RD
LAND O LAKES
PARKLAND DR
RUB DR
WINDCREST DR
MAYFIELD
ALAN A DALE
OLD PORT ISABEL RD
ROCKWELL
RENTFRO BLVD
NORTH ST
KINGS
E LOS EBANOS BLVD
MACKINTOSH ST
OLD ALICE RD
LINDALE DR
SHIDLER DR
IVY LN
S PRICE RD
CORIA
CYPRESS DR
YALE AVE
HARVARD AVE
BARNARD
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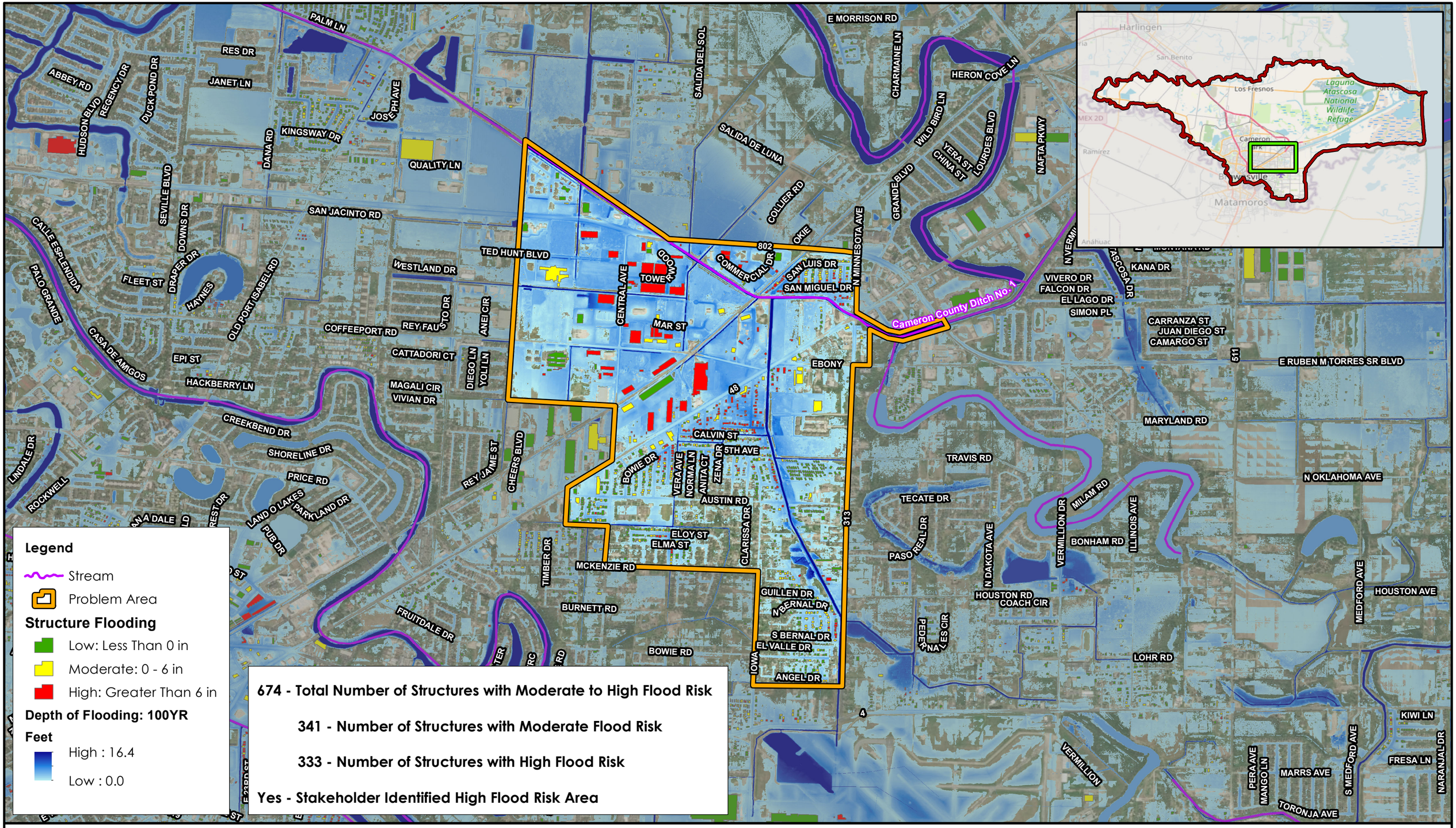
TULANE AVE
GREENBRIAR AVE
STANFORD AVE
CRESTVIEW DR
LOS EBANOS BLVD
Town Resaca
281



Legend

- Stream
- Problem Area

Structure Flooding

- Low: Less Than 0 in
- Moderate: 0 - 6 in
- High: Greater Than 6 in

Depth of Flooding: 100YR

Feet

- High : 16.4
- Low : 0.0

674 - Total Number of Structures with Moderate to High Flood Risk

341 - Number of Structures with Moderate Flood Risk

333 - Number of Structures with High Flood Risk

Yes - Stakeholder Identified High Flood Risk Area

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Problem Area Number 2

Brownsville to Port Isabel HUC-10 Watershed Study

0 2,000 4,000 Feet

1 in = 2,000 feet

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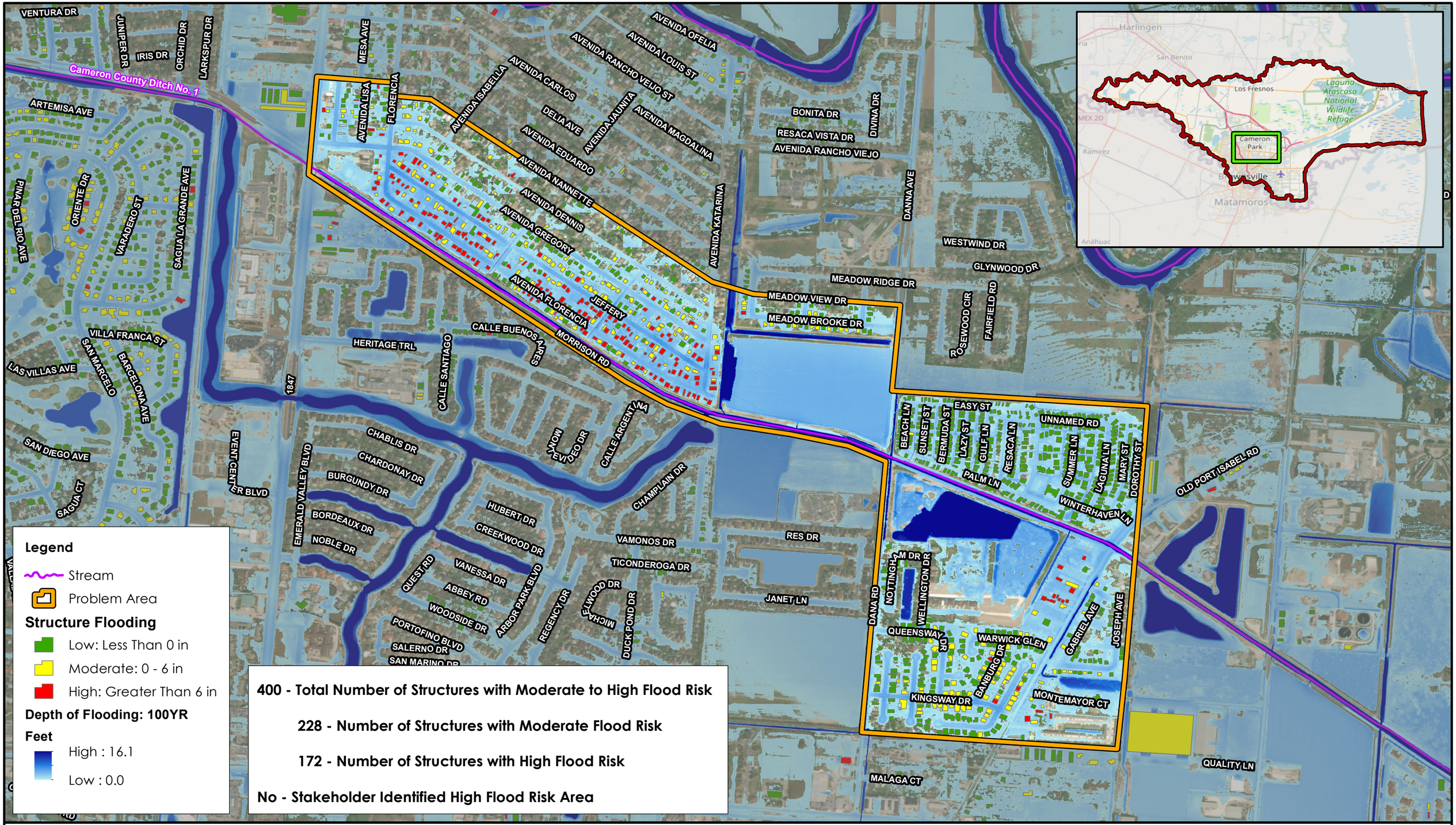
Date: 6/14/2023



Legend

- Stream
- Problem Area

Structure Flooding

- Low: Less Than 0 in
- Moderate: 0 - 6 in
- High: Greater Than 6 in

Depth of Flooding: 100YR

Feet

- High : 16.1
- Low : 0.0

400 - Total Number of Structures with Moderate to High Flood Risk

228 - Number of Structures with Moderate Flood Risk

172 - Number of Structures with High Flood Risk

No - Stakeholder Identified High Flood Risk Area

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Problem Area Number 3

Brownsville to Port Isabel HUC-10 Watershed Study

0 1,000 2,000 Feet

1 in = 1,000 feet

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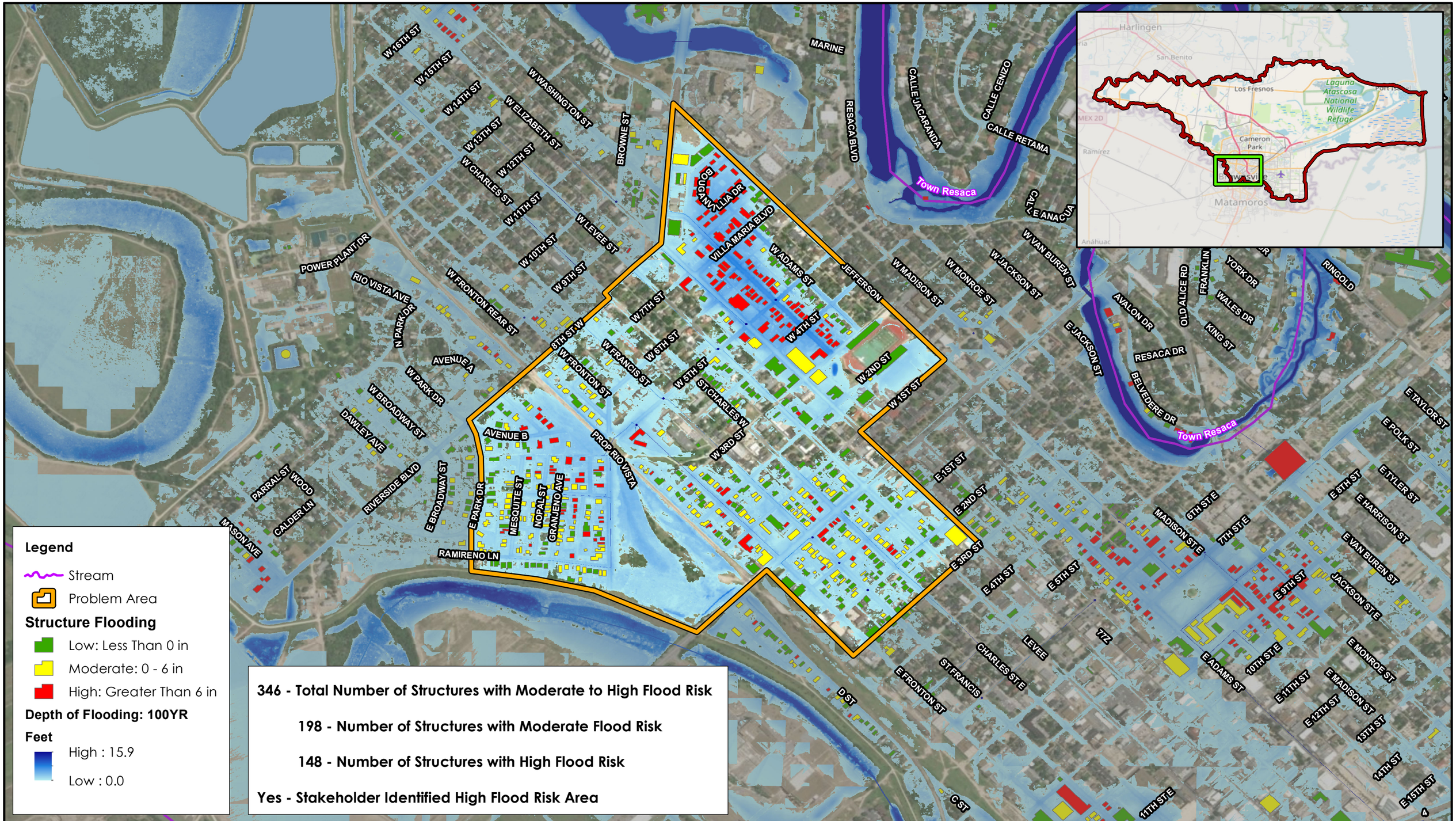

Legend

- Stream
- Problem Area

Structure Flooding

- Low: Less Than 0 in
- Moderate: 0 - 6 in
- High: Greater Than 6 in

Depth of Flooding: 100YR

Feet

- High : 15.9
- Low : 0.0

346 - Total Number of Structures with Moderate to High Flood Risk

198 - Number of Structures with Moderate Flood Risk

148 - Number of Structures with High Flood Risk

Yes - Stakeholder Identified High Flood Risk Area

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Problem Area Number 4

Brownsville to Port Isabel HUC-10 Watershed Study

0 800 1,600 Feet

1 in = 800 feet

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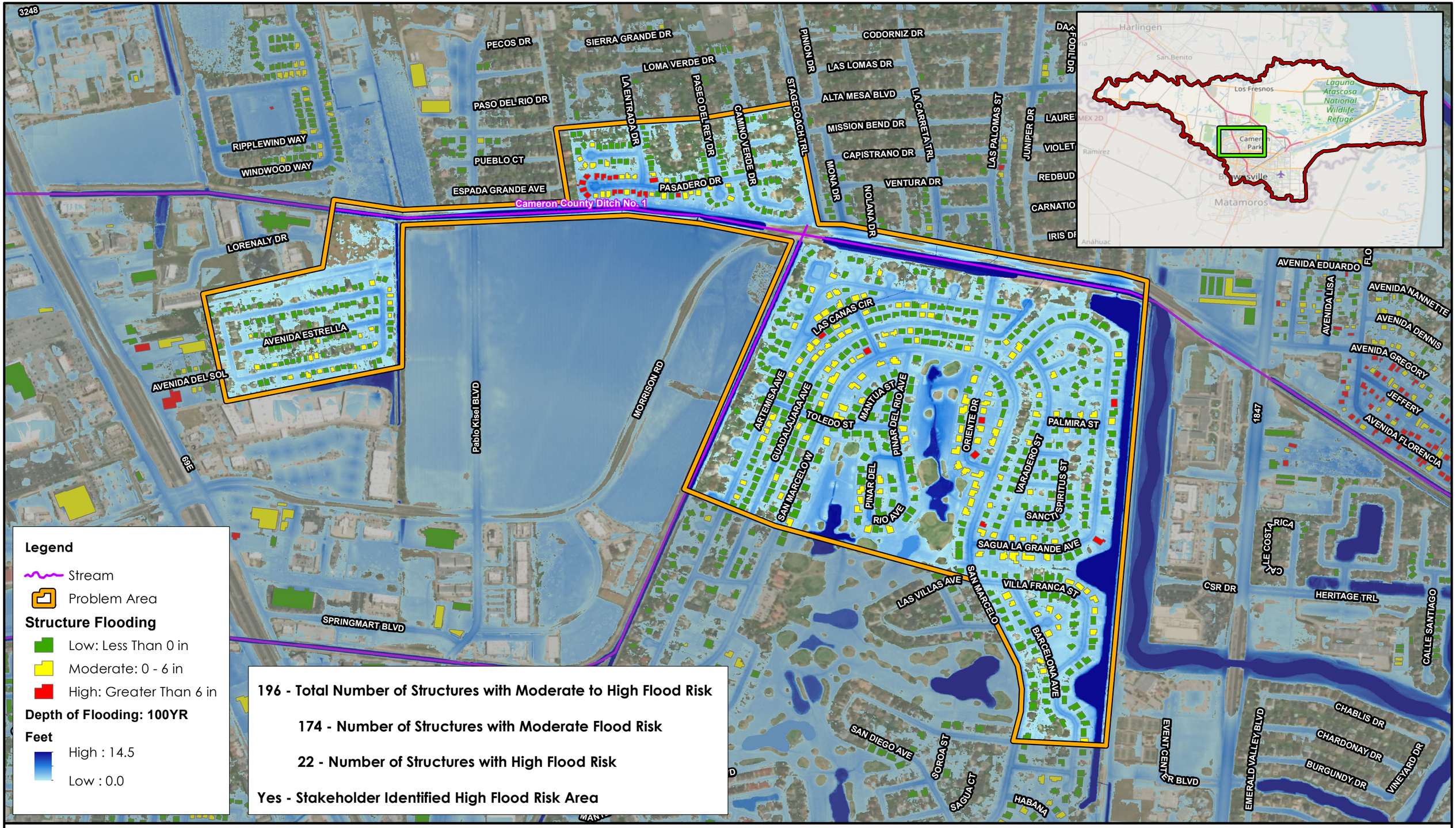

Legend

- Stream
- Problem Area

Structure Flooding

- Low: Less Than 0 in
- Moderate: 0 - 6 in
- High: Greater Than 6 in

Depth of Flooding: 100YR

Feet

- High : 14.5
- Low : 0.0

196 - Total Number of Structures with Moderate to High Flood Risk

174 - Number of Structures with Moderate Flood Risk

22 - Number of Structures with High Flood Risk

Yes - Stakeholder Identified High Flood Risk Area

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Problem Area Number 5

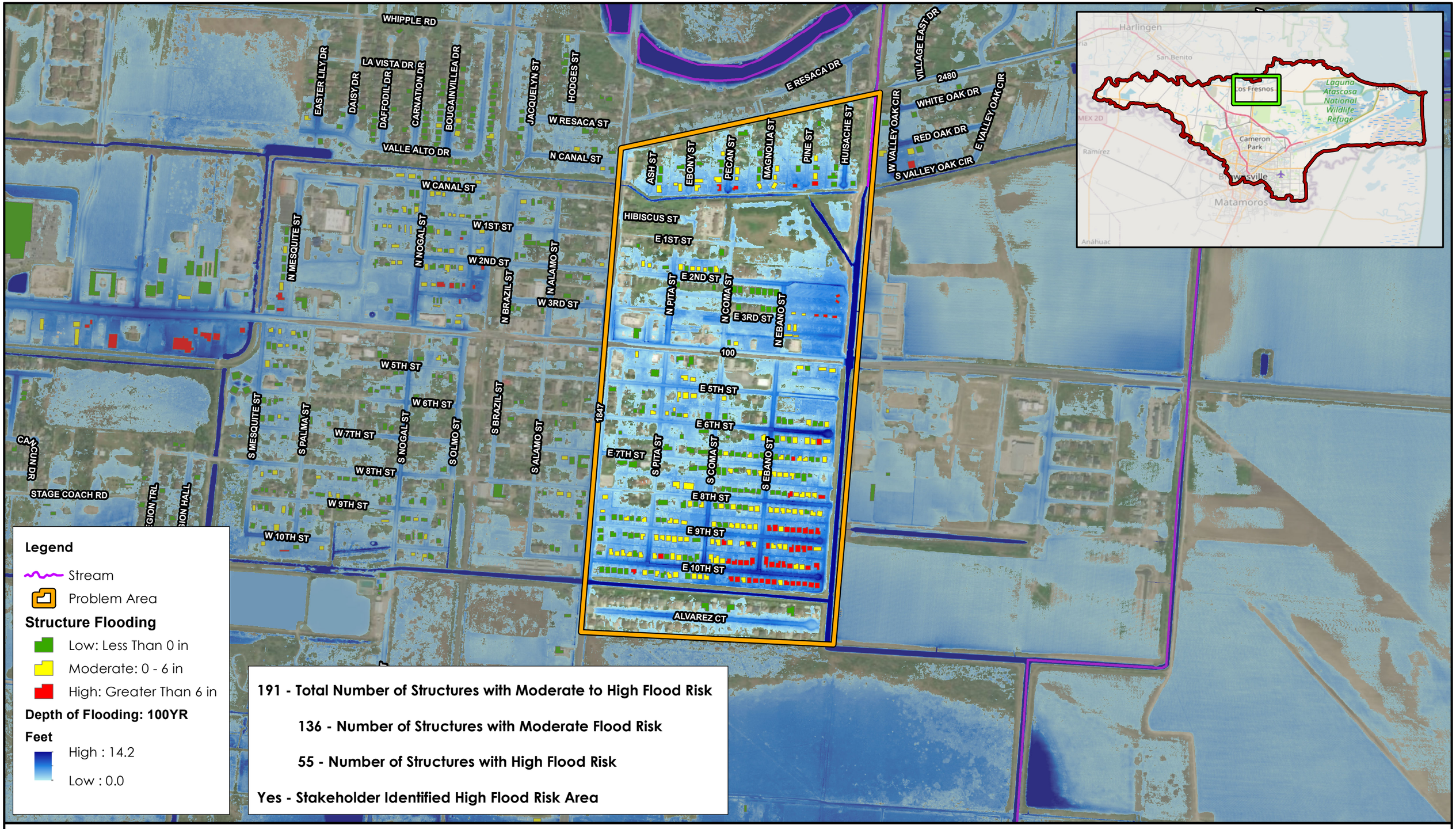
Brownsville to Port Isabel HUC-10 Watershed Study

0 800 1,600 Feet

1 in = 800 feet

Document Path: W:\Citrix\42000s\42407\001\GIS\MXD\11x17_MXDs\CorrectedRanking_April\ProblemAreaNum05.mxd

Date: 6/14/2023



Legend

- Stream
- Problem Area

Structure Flooding

- Low: Less Than 0 in
- Moderate: 0 - 6 in
- High: Greater Than 6 in

Depth of Flooding: 100YR

Feet

- High : 14.2
- Low : 0.0

191 - Total Number of Structures with Moderate to High Flood Risk

136 - Number of Structures with Moderate Flood Risk

55 - Number of Structures with High Flood Risk

Yes - Stakeholder Identified High Flood Risk Area

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Problem Area Number 6

Brownsville to Port Isabel HUC-10 Watershed Study

0 800 1,600 Feet

1 in = 800 feet

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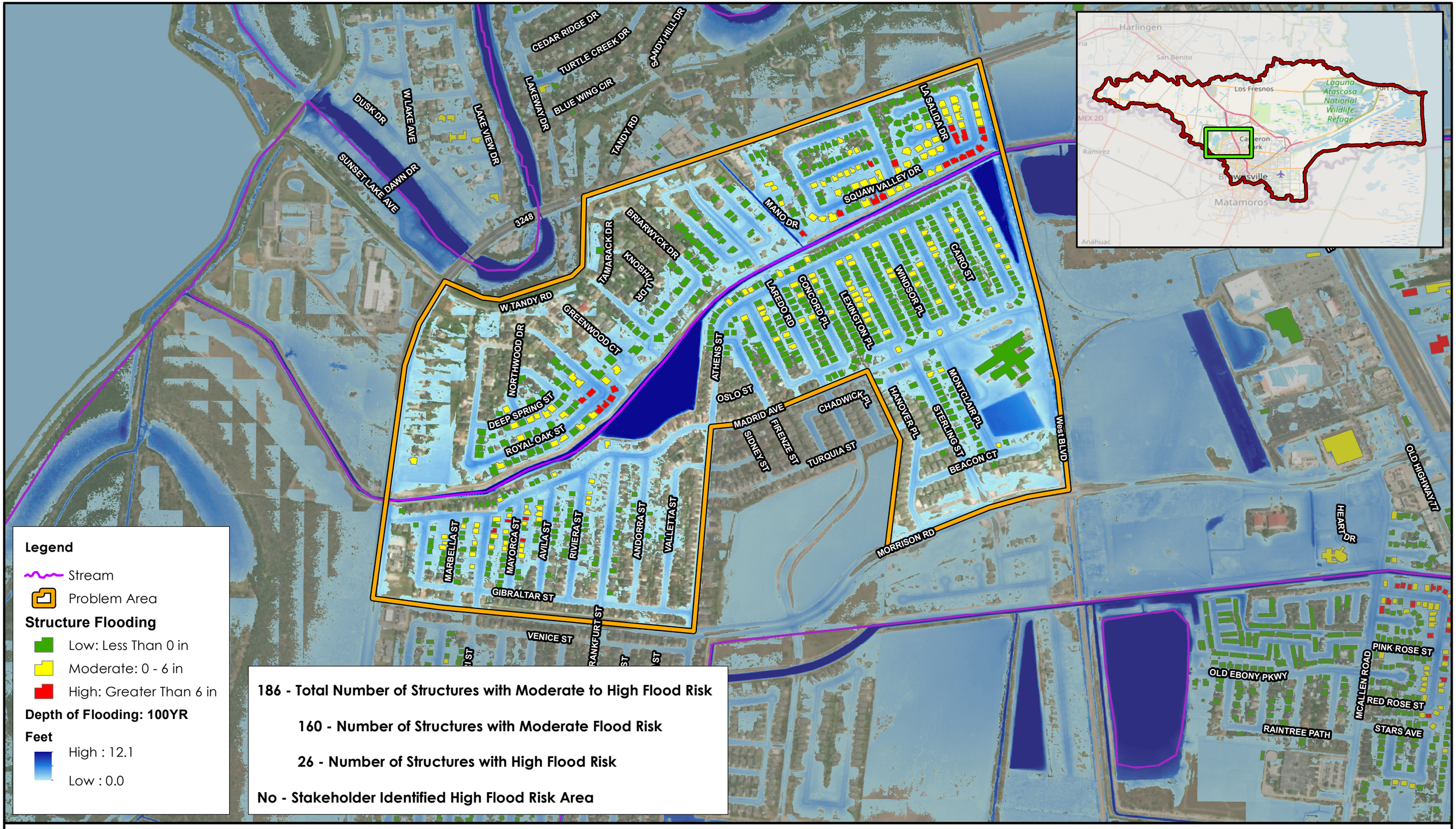
Date: 6/14/2023



Legend

- Stream
- Problem Area

Structure Flooding

- Low: Less Than 0 in
- Moderate: 0 - 6 in
- High: Greater Than 6 in

Depth of Flooding: 100YR

Feet

- High : 12.1
- Low : 0.0

186 - Total Number of Structures with Moderate to High Flood Risk

160 - Number of Structures with Moderate Flood Risk

26 - Number of Structures with High Flood Risk

No - Stakeholder Identified High Flood Risk Area

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Problem Area Number 7

Brownsville to Port Isabel HUC-10 Watershed Study

0 800 1,600 Feet

1 in = 800 feet

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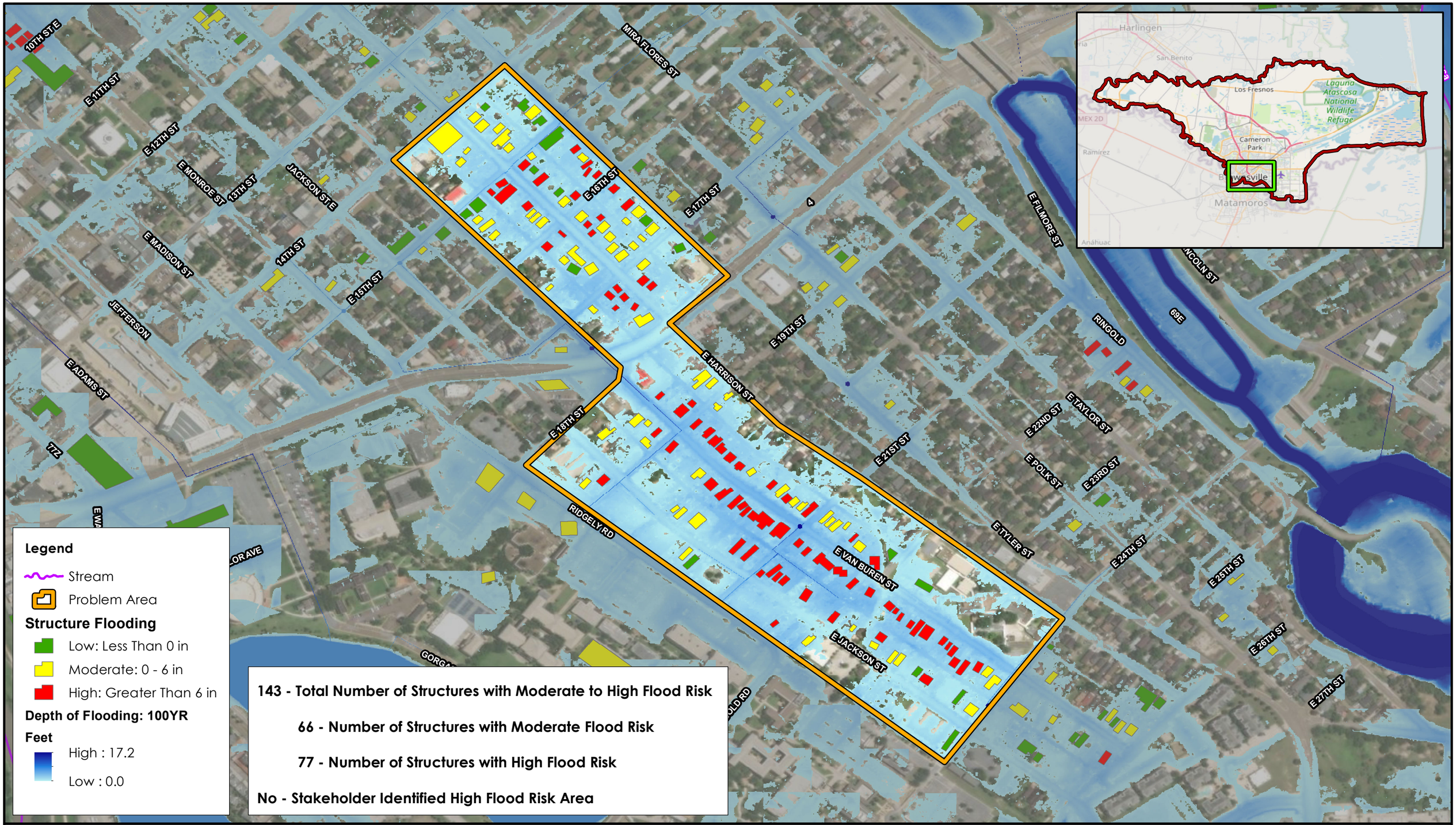
Date: 6/14/2023



Legend

- Stream
- Problem Area

Structure Flooding

- Low: Less Than 0 in
- Moderate: 0 - 6 in
- High: Greater Than 6 in

Depth of Flooding: 100YR

Feet

- High : 17.2
- Low : 0.0

143 - Total Number of Structures with Moderate to High Flood Risk

66 - Number of Structures with Moderate Flood Risk

77 - Number of Structures with High Flood Risk

No - Stakeholder Identified High Flood Risk Area

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Problem Area Number 8

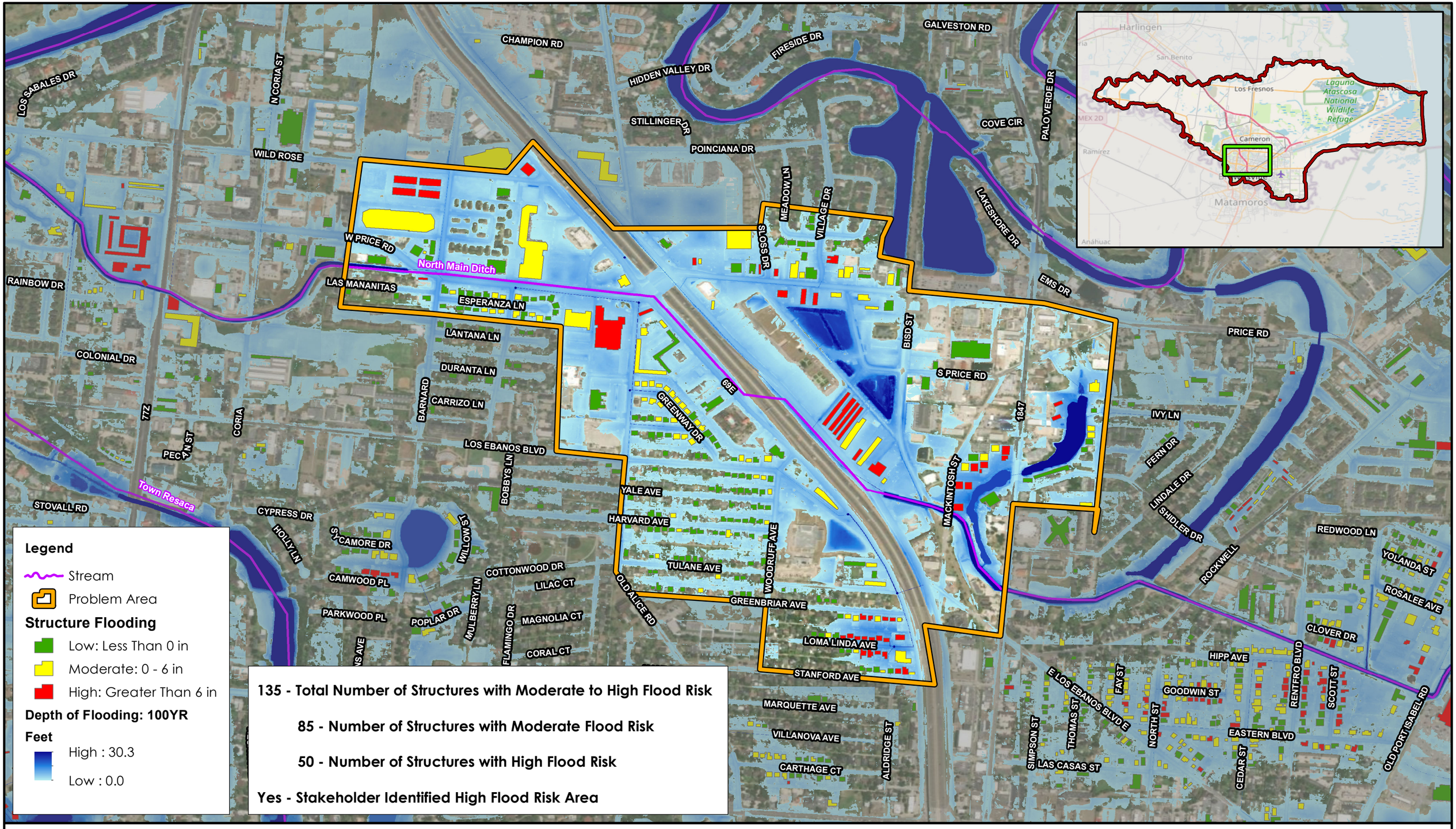
Brownsville to Port Isabel HUC-10 Watershed Study

0 400 800 Feet

1 in = 400 feet

Document Path: W:\Citrix\42000s\42407\001\GIS\MXD\11x17_MXDs\CorrectedRanking_April\ProblemAreaNum08.mxd

Date: 6/14/2023



Legend

- Stream
- Problem Area

Structure Flooding

- Low: Less Than 0 in
- Moderate: 0 - 6 in
- High: Greater Than 6 in

Depth of Flooding: 100YR

Feet

- High : 30.3
- Low : 0.0

135 - Total Number of Structures with Moderate to High Flood Risk

85 - Number of Structures with Moderate Flood Risk

50 - Number of Structures with High Flood Risk

Yes - Stakeholder Identified High Flood Risk Area

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Problem Area Number 9

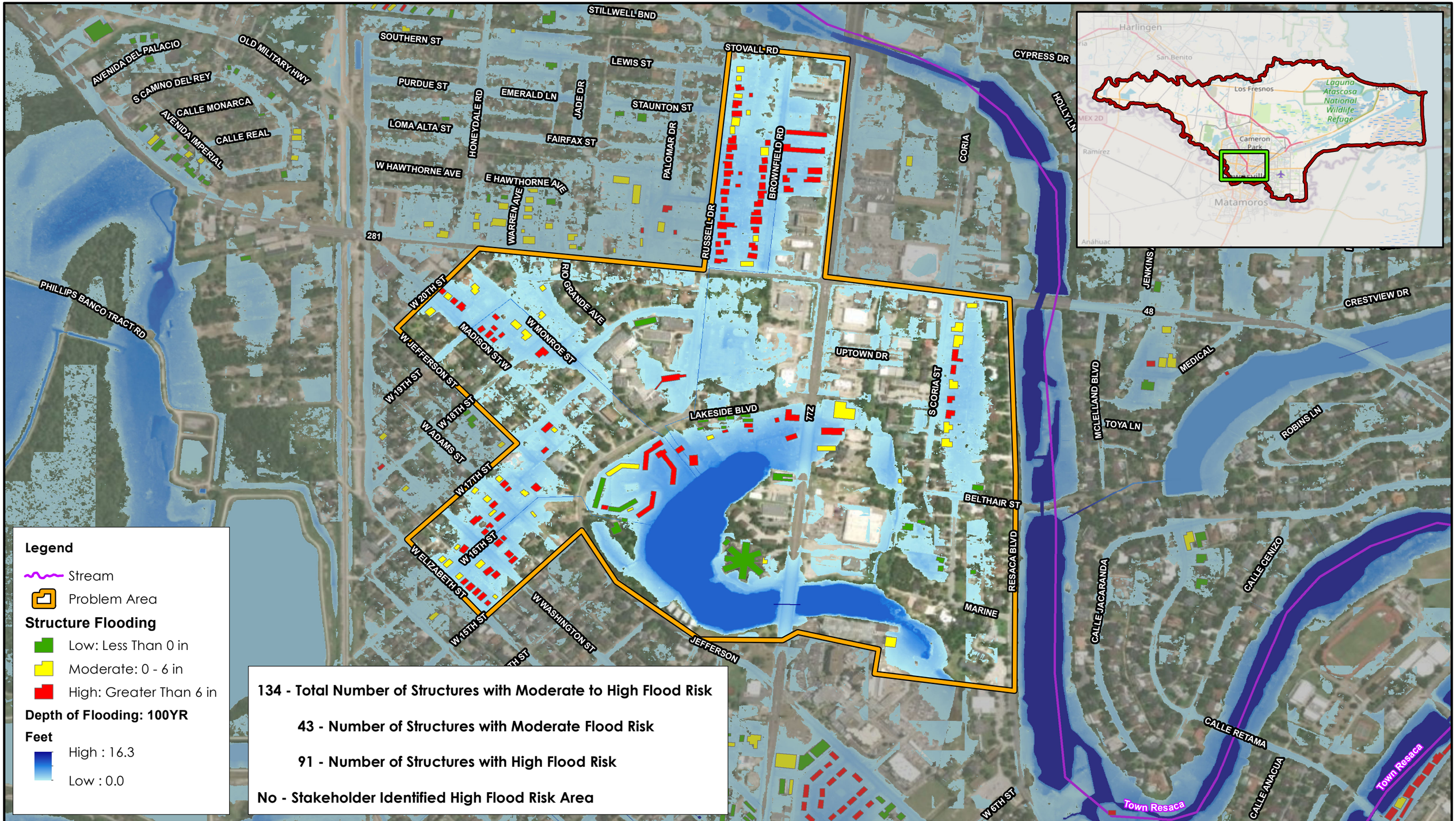
Brownsville to Port Isabel HUC-10 Watershed Study

0 800 1,600 Feet

1 in = 800 feet

Document Path: W:\Citrix\42000s\42407\001\GIS\MXD\11x17_MXDs\CorrectedRanking_April\ProblemAreaNum09.mxd

Date: 6/14/2023



Legend

- Stream
- Problem Area

Structure Flooding

- Low: Less Than 0 in
- Moderate: 0 - 6 in
- High: Greater Than 6 in

Depth of Flooding: 100YR

Feet

- High : 16.3
- Low : 0.0

134 - Total Number of Structures with Moderate to High Flood Risk

43 - Number of Structures with Moderate Flood Risk

91 - Number of Structures with High Flood Risk

No - Stakeholder Identified High Flood Risk Area

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Problem Area Number 10

Brownsville to Port Isabel HUC-10 Watershed Study

0 600 1,200 Feet

1 in = 600 feet

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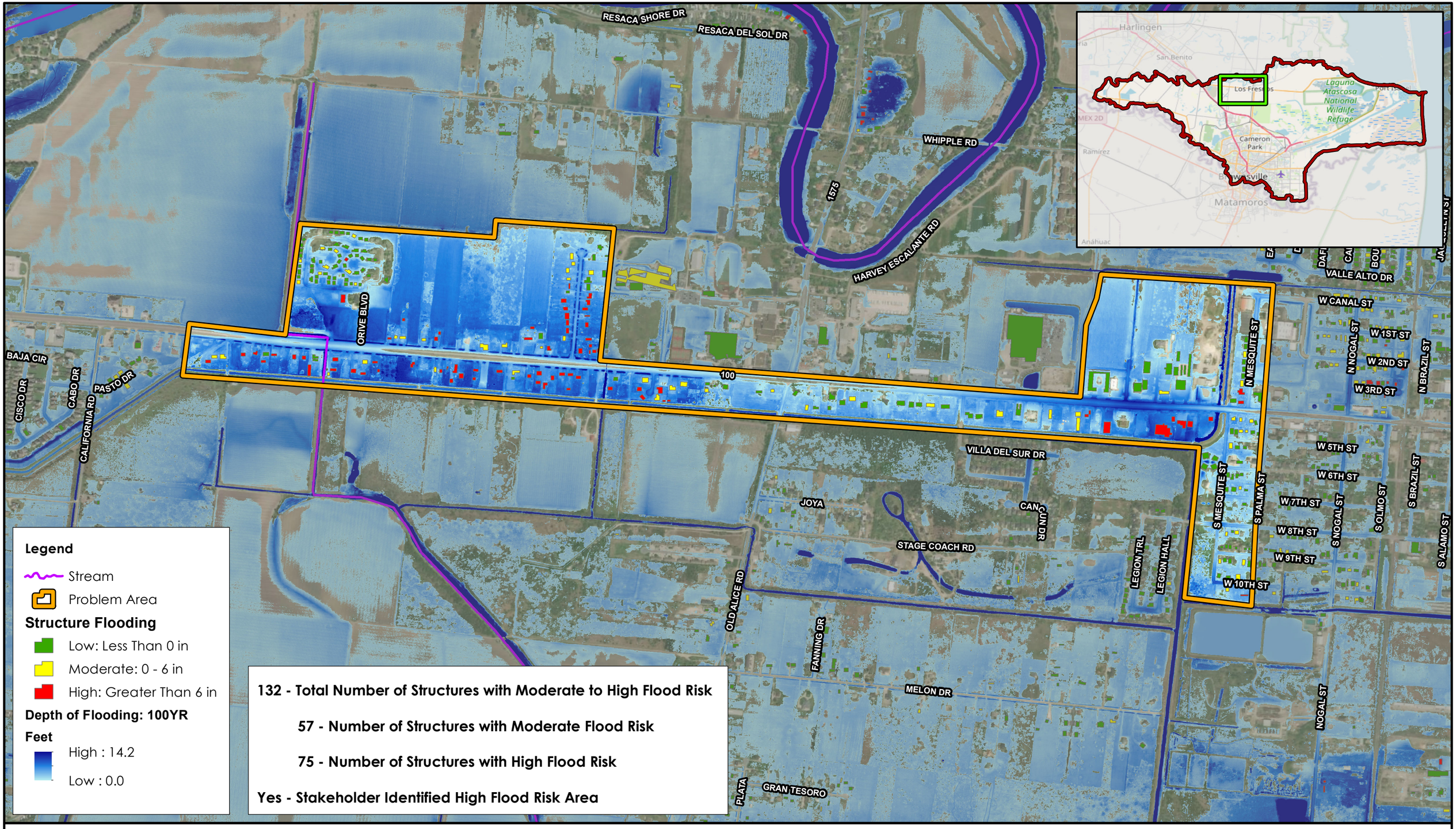
Date: 6/14/2023



Legend

- Stream
- Problem Area

Structure Flooding

- Low: Less Than 0 in
- Moderate: 0 - 6 in
- High: Greater Than 6 in

Depth of Flooding: 100YR

Feet

- High : 14.2
- Low : 0.0

132 - Total Number of Structures with Moderate to High Flood Risk

57 - Number of Structures with Moderate Flood Risk

75 - Number of Structures with High Flood Risk

Yes - Stakeholder Identified High Flood Risk Area

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Problem Area Number 11

Brownsville to Port Isabel HUC-10 Watershed Study

0 1,000 2,000 Feet

1 in = 1,000 feet

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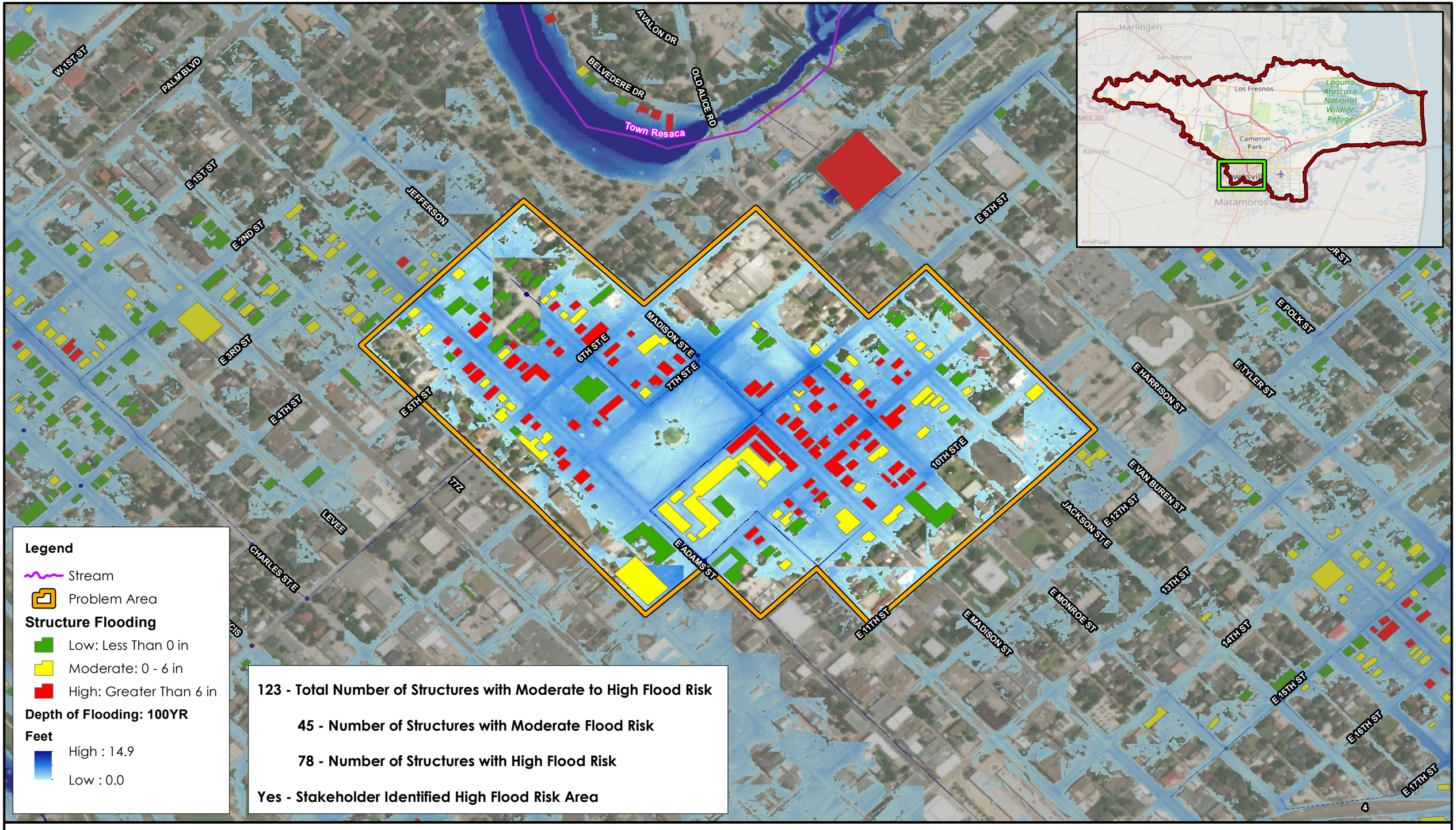
Date: 6/14/2023



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Problem Area Number 12

Brownsville to Port Isabel HUC-10 Watershed Study

0 400 800 Feet

1 in = 400 feet

Document Path: W:\Citrix\42000s\42407\001\GIS\MXD\11x17_MXDs\CorrectedRanking_April\ProblemAreaNum12.mxd

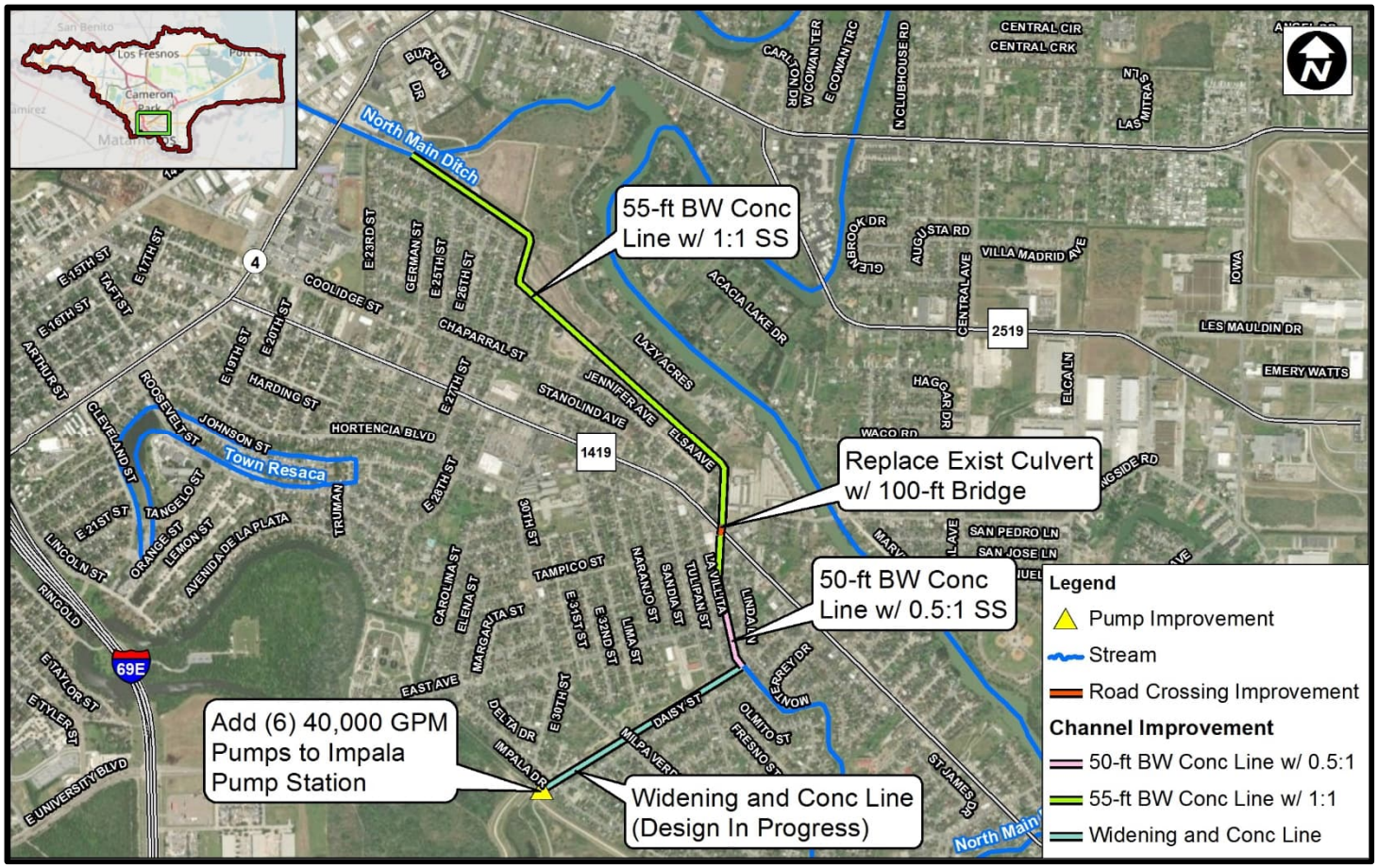
Date: 6/14/2023

Appendix E - Project Maps

1. Project Layout
2. Project Benefit

Project 1A North Main Drain and Impala Ditch

Port Isabel HUC-10 Watershed Study



PROJECT LAYOUT

Problem: Reduce ponding in 10YR storm events

Description: Channel, culvert road crossing, and pump station improvements on North Main Drain and Impala Ditch between International Blvd and the Impala Pump Station

Stakeholder Identified High Flood Risk Area: Yes

Benefit Area Population: 19600

BENEFITS:

Structures Removed from 100-YR Flooding: 131

Structures with Reduced 100-YR Flooding: 176

Benefit-Cost Ratio: 0.35

Level of Service Achieved: 10-Year

Road Miles with Reduction in 100-YR Flooding: 0

Estimated Population Removed from 100-YR Flooding: 450

CONSTRAINTS:

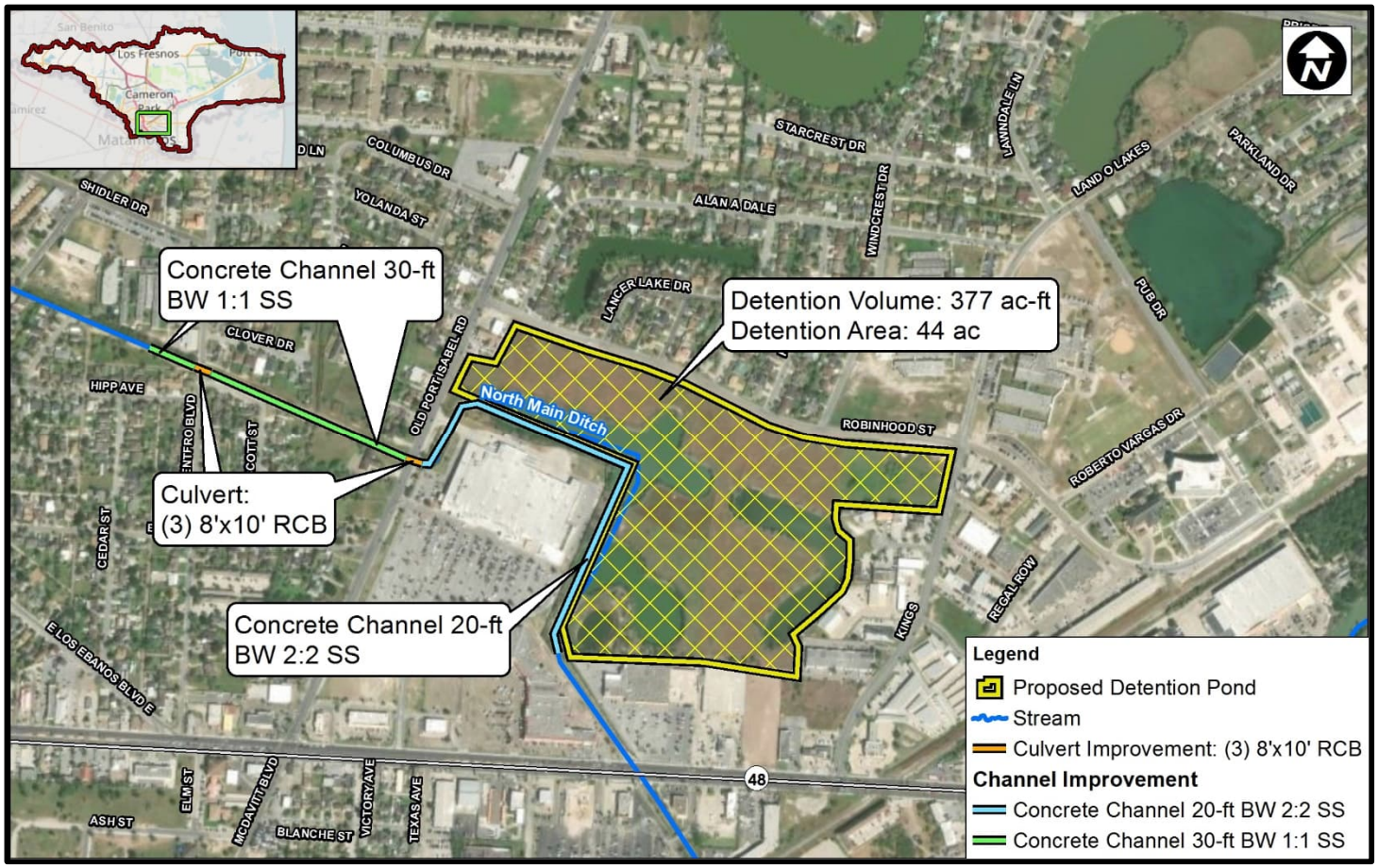
- Increase in flood risk if Impala Pump Station fails.
- Environmental Permitting, ROW Acquisition Required, Potential Utility Relocation, Temporary Road Closures.

ESTIMATE COSTS

Demolition	$122K
Construction	$26M
Contingency	$10M
Right of Way	$6.7M
Environmental	$1.1M
Engineering and Surveying	$3.6M
Total Construction	**$47M**

Project 1B North Main Drain and Four Corners

Port Isabel HUC-10 Watershed Study



PROJECT LAYOUT

Problem: Reduce ponding in 10YR storm events

Description: Channel and culvert improvements along with one detention pond on North Main Drain between Rockwell Dr and Boca Chica Blvd

Stakeholder Identified High Flood Risk Area: Yes

Benefit Area Population: 19600

BENEFITS:

Structures Removed from 100-YR Flooding: 83

Structures with Reduced 100-YR Flooding: 417

Benefit-Cost Ratio: 0.05

Level of Service Achieved: 10-Year

Road Miles with Reduction in 100-YR Flooding: 1

Estimated Population Removed from 100-YR Flooding: 289

CONSTRAINTS:

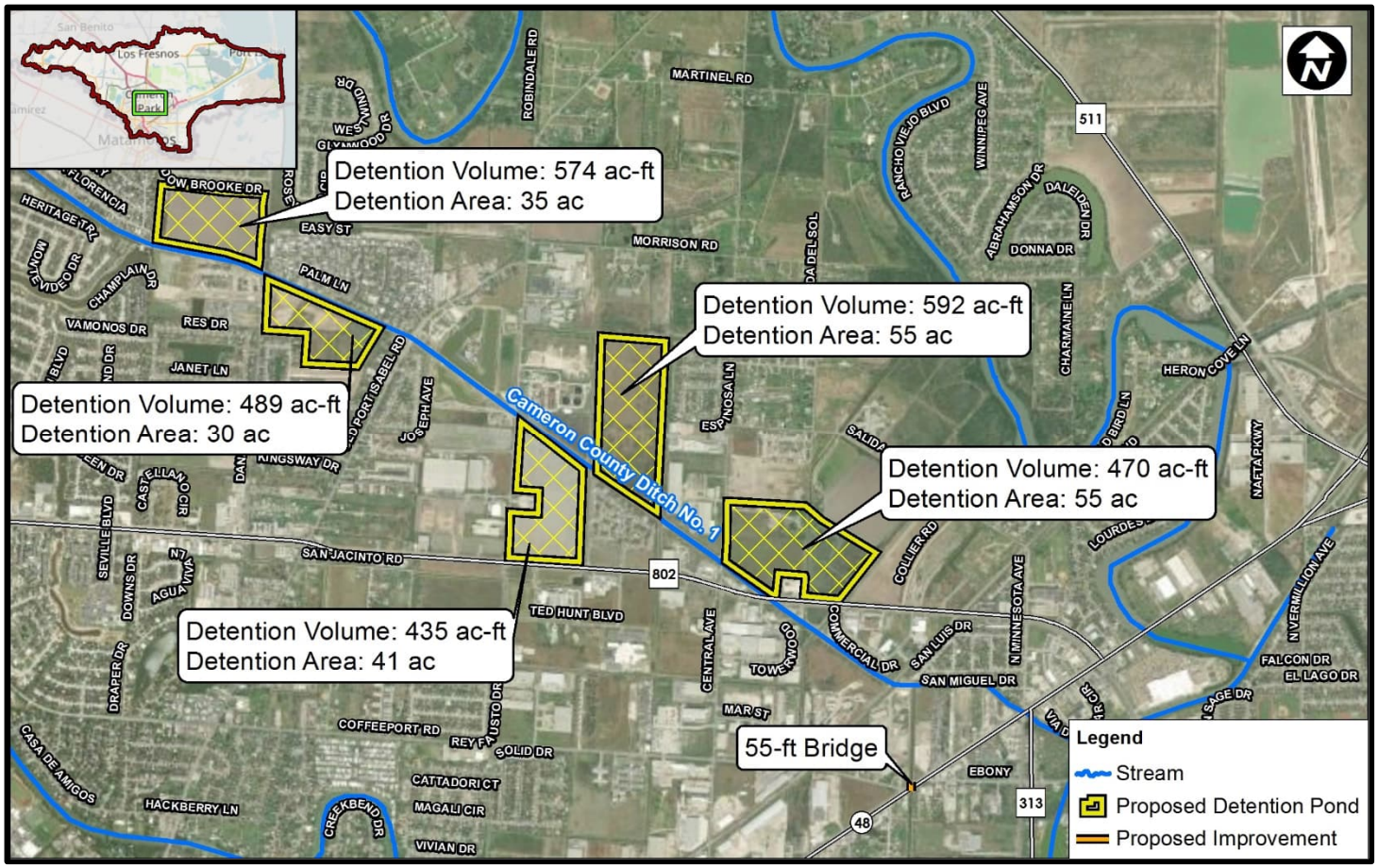
- Potential increase in downstream flood risk if detention pond is not maintained and, as a result, inflow structure fails.
- Environmental Permitting, ROW Acquisition Required, Potential Utility Relocation, Temporary Road Closures.

ESTIMATE COSTS

Demolition	$891K
Construction	$11.3M
Contingency	$4.8M
Right of Way	$14.5M
Environmental	$499K
Engineering and Surveying	$1.7M
Total Construction	**$33M**

Project 2 Cameron County Ditch 1 at Confluence

Port Isabel HUC-10 Watershed Study



PROJECT LAYOUT

Problem: Reduce ponding in 50YR storm events

Description: Five large detention ponds on Cameron County Ditch 1 (CCD1) between Paredes Ln and Ruben Torres Blvd along with improvements to a culvert crossing on the CCD1 tributary

Stakeholder Identified High Flood Risk Area: Yes

Benefit Area Population: 8750

BENEFITS:

Structures Removed from 100-YR Flooding: 281

Structures with Reduced 100-YR Flooding: 834

Benefit-Cost Ratio: 0.25

Level of Service Achieved: 50-Year

Road Miles with Reduction in 100-YR Flooding: 0

Estimated Population Removed from 100-YR Flooding: 1036

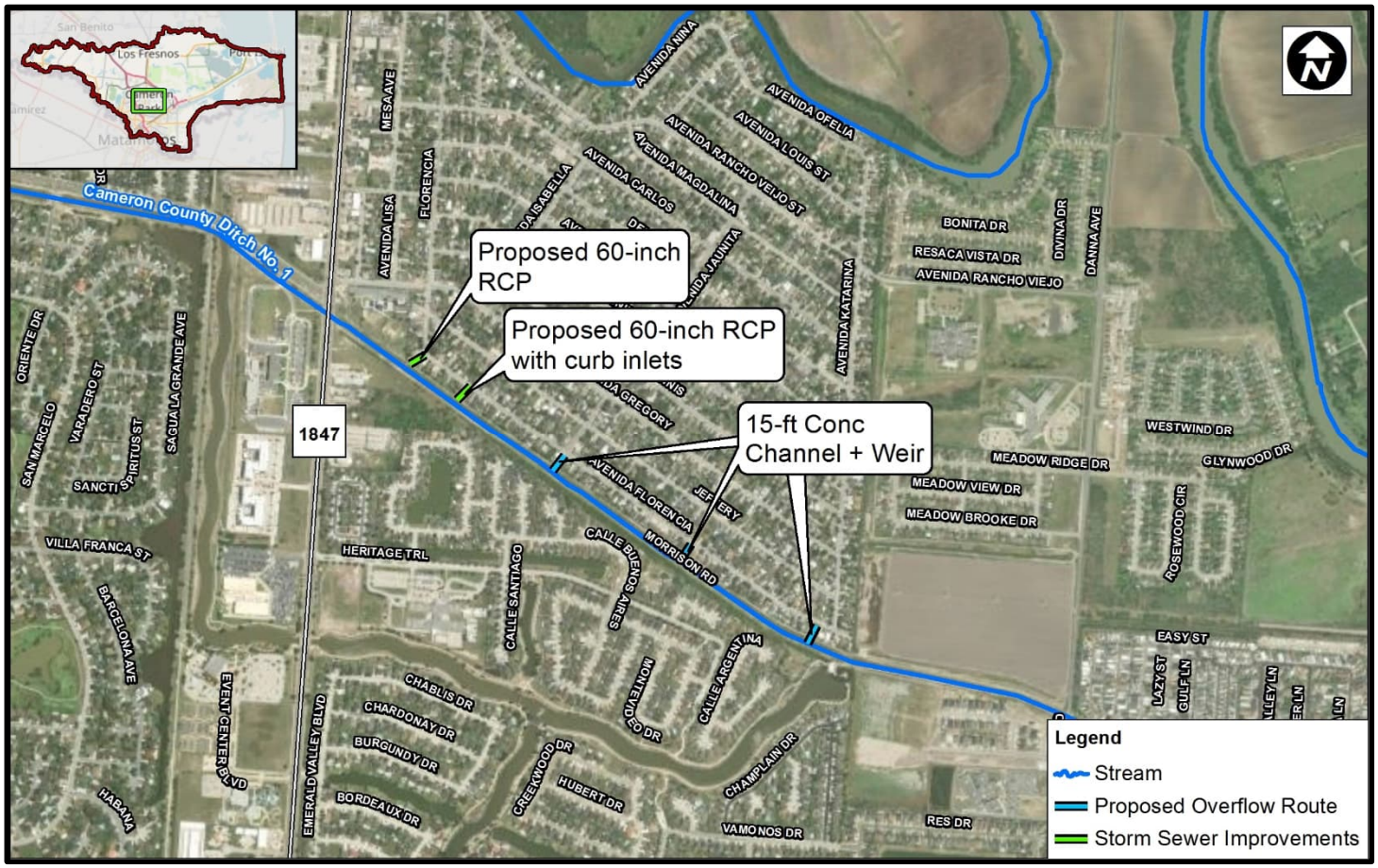
CONSTRAINTS:

- Environmental, Permitting, ROW Acquisition Required, Potential Utility Relocation, Temporary Road Closures.

ESTIMATE COSTS

Demolition	$3.7M
Construction	$50M
Contingency	$21M
Right of Way	$15M
Environmental	$2.2M
Engineering and Surveying	$7.5M
Total Construction	**$99M**

Project 3 Cameron County Ditch 1 at Cameron Park Port Isabel HUC-10 Watershed Study



PROJECT LAYOUT

Problem: Reduce ponding in 25YR storm events

Description: Five extreme event storm sewer and overflow routing improvements for the Cameron Park neighborhood along Avenida Florencia

Stakeholder Identified High Flood Risk Area: No

Benefit Area Population: 2170

BENEFITS:

Structures Removed from 100-YR Flooding: 130

Structures with Reduced 100-YR Flooding: 149

Benefit-Cost Ratio: 3.47

Level of Service Achieved: 25-Year

Road Miles with Reduction in 100-YR Flooding: 0

Estimated Population Removed from 100-YR Flooding: 655

CONSTRAINTS:

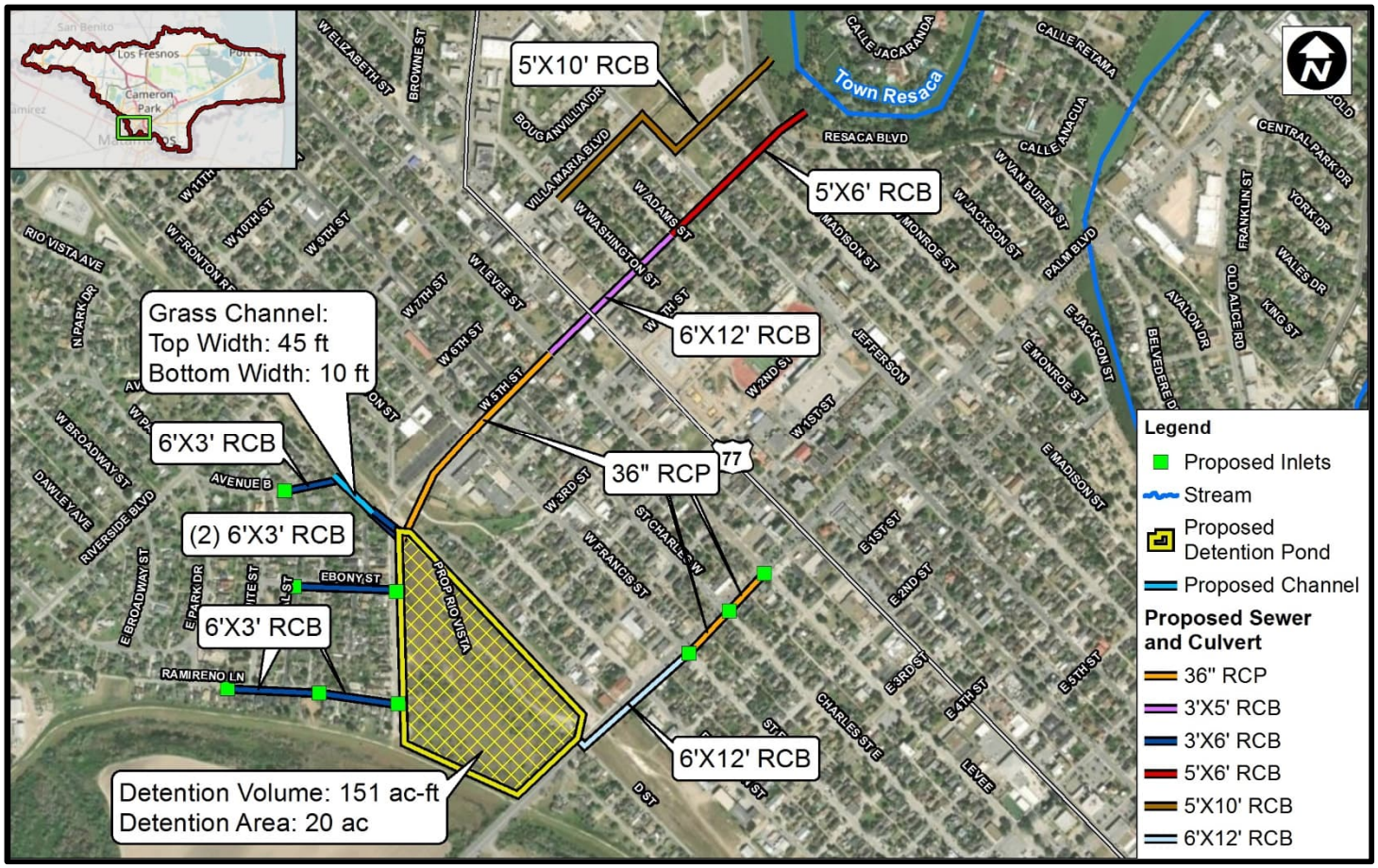
- ROW Acquisition Required, Potential Utility Relocation, Temporary Road Closures

ESTIMATE COSTS

Demolition	$35K
Construction	$800K
Contingency	$330K
Right of Way	$239K
Engineering and Surveying	$174K
Total Construction	**$1.6M**

Project 4 Town Resaca at West 5th St

Port Isabel HUC-10 Watershed Study



PROJECT LAYOUT

Problem: Reduce ponding in 10YR storm events

Description: Storm sewer improvements near Palm Blvd, W 5th Street, Ebony St, and Ramireno Ln along with a detention pond

Stakeholder Identified High Flood Risk Area: Yes

Benefit Area Population: 5800

BENEFITS:

Structures Removed from 100-YR Flooding: 71

Structures with Reduced 100-YR Flooding: 469

Benefit-Cost Ratio: 0.74

Level of Service Achieved: 10-Year

Road Miles with Reduction in 100-YR Flooding: 0

Estimated Population Removed from 100-YR Flooding: 220

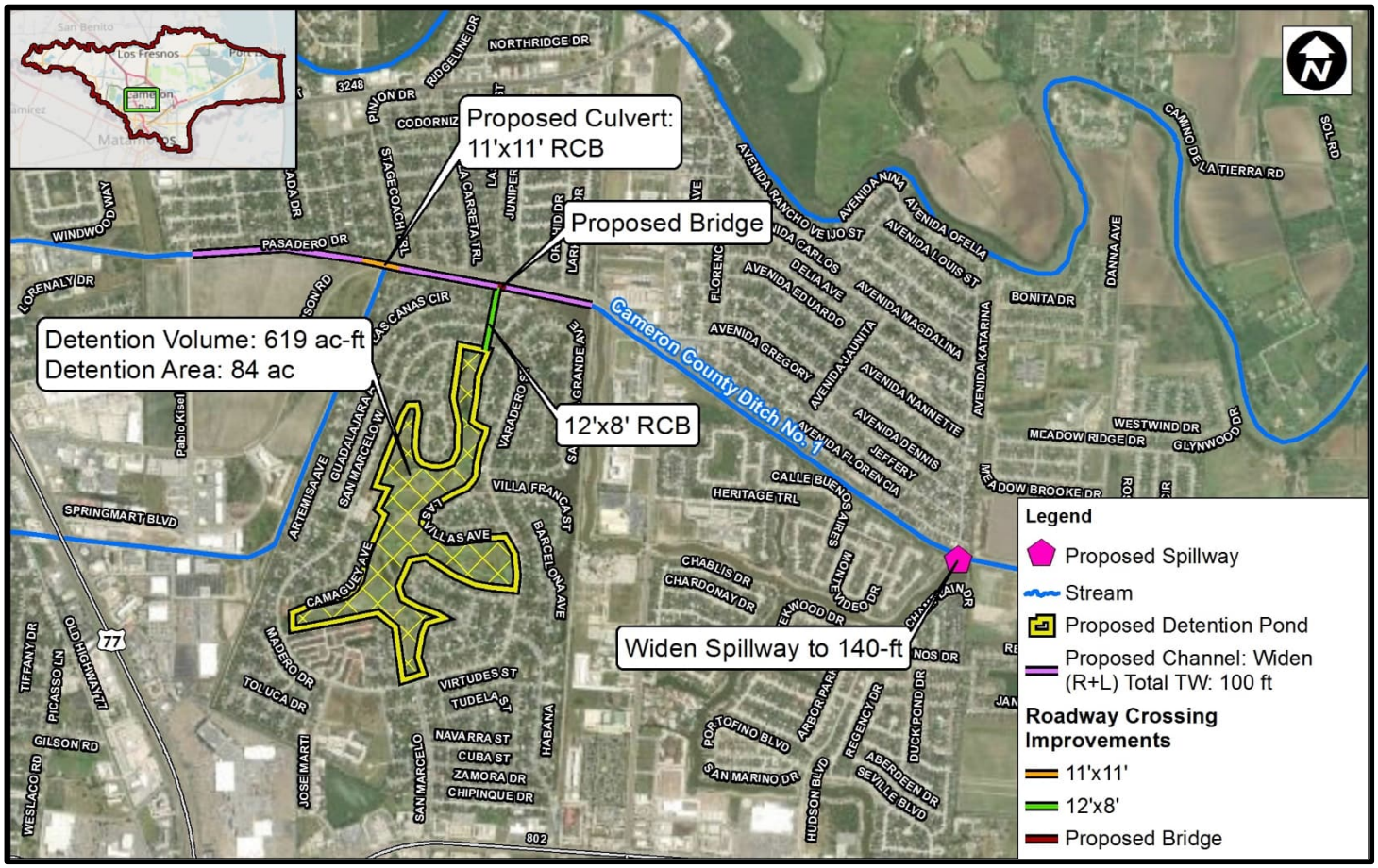
CONSTRAINTS:

- Environmental Permitting, ROW Acquisition Required, Potential Utility Relocation, Temporary Road Closures

ESTIMATE COSTS

Demolition	$908K
Construction	$20.4M
Contingency	$8.6M
Right of Way	$196K
Environmental	$900K
Engineering and Surveying	$3.0M
Total Construction	**$34M**

Project 5 Cameron County Ditch 1 at Golf Center Park Port Isabel HUC-10 Watershed Study



PROJECT LAYOUT

Problem: Reduce ponding in 10YR storm events

Description: Channel and roadway crossing improvements on Cameron County Ditch 1 between Pablo Kisel Blvd and Dana Ave. Also includes improvements to a man-made lake spillway and conversion of the city-owned golf course into a multi-use detention pond

Stakeholder Identified High Flood Risk Area: Yes

Benefit Area Population: 13400

BENEFITS:

Structures Removed from 100-YR Flooding: 399

Structures with Reduced 100-YR Flooding: 214

Benefit-Cost Ratio: 0.22

Level of Service Achieved: 10-Year

Road Miles with Reduction in 100-YR Flooding: 1

Estimated Population Removed from 100-YR Flooding: 1038

CONSTRAINTS:

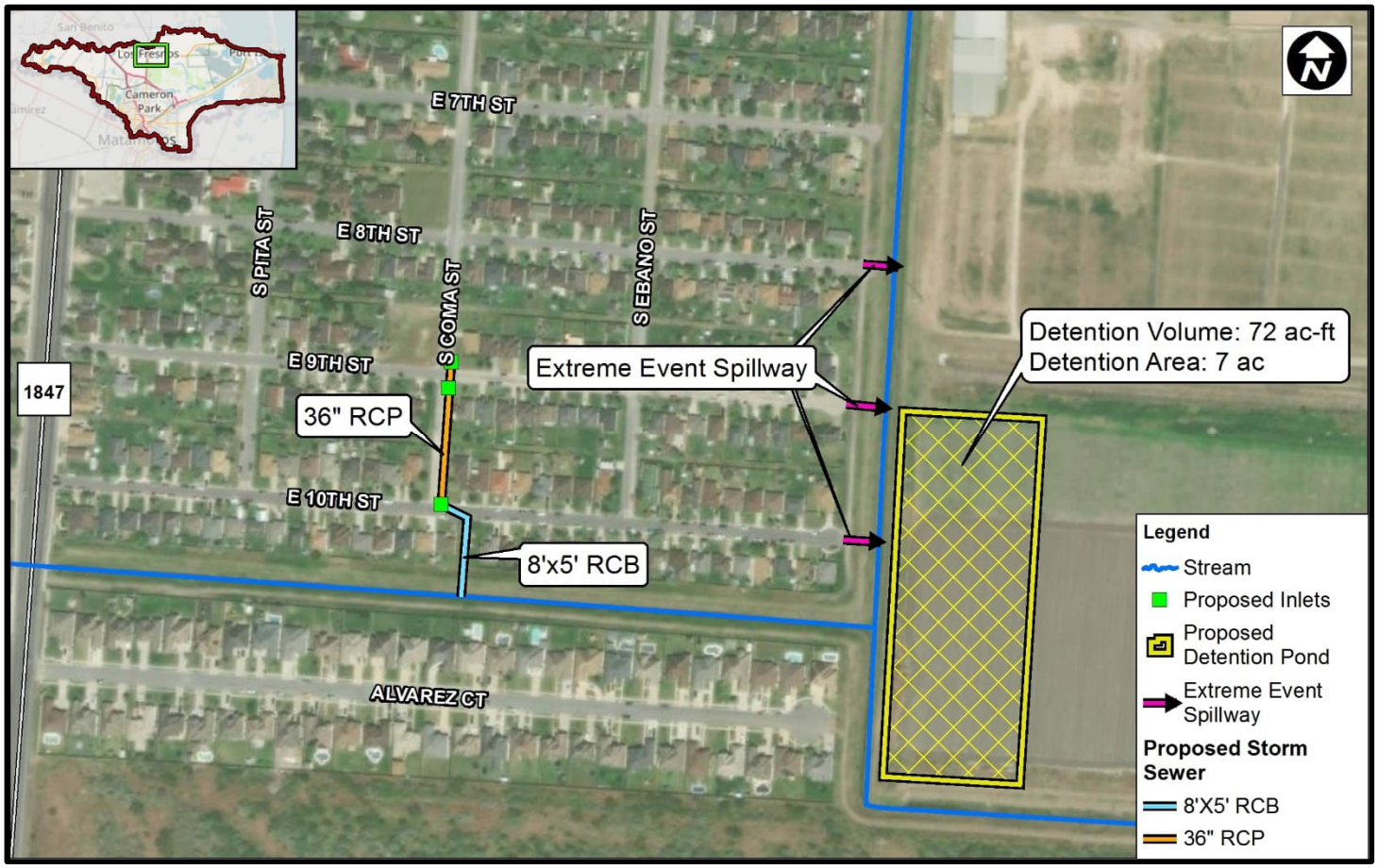
- Potential of increase in downstream flood risk if detention pond inflow structures is not regularly maintained.
- Environmental Permitting, ROW Acquisition Required, Potential Utility Relocation, Coordination with Properties Along Golf Course, Temporary Road Closures.

ESTIMATE COSTS

Demolition	$2.5M
Construction	$26.7M
Contingency	$11M
Right of Way	$76K
Environmental	$1.2M
Engineering and Surveying	$4.0M
Total Construction	**$46M**

Project 6 Los Fresnos at East 10th St

Port Isabel HUC-10 Watershed Study



PROJECT LAYOUT

Problem: Reduce ponding in 10YR storm events

Description: Four extreme event storm sewer and overflow routing improvements on E 8th, E 9th, and E 10th streets along with a detention pond

Stakeholder Identified High Flood Risk Area: Yes

Benefit Area Population: 800

BENEFITS:

Structures Removed from 100-YR Flooding: 92

Structures with Reduced 100-YR Flooding: 100

Benefit-Cost Ratio: 1.10

Level of Service Achieved: 10-Year

Road Miles with Reduction in 100-YR Flooding: 0

Estimated Population Removed from 100-YR Flooding: 240

CONSTRAINTS:

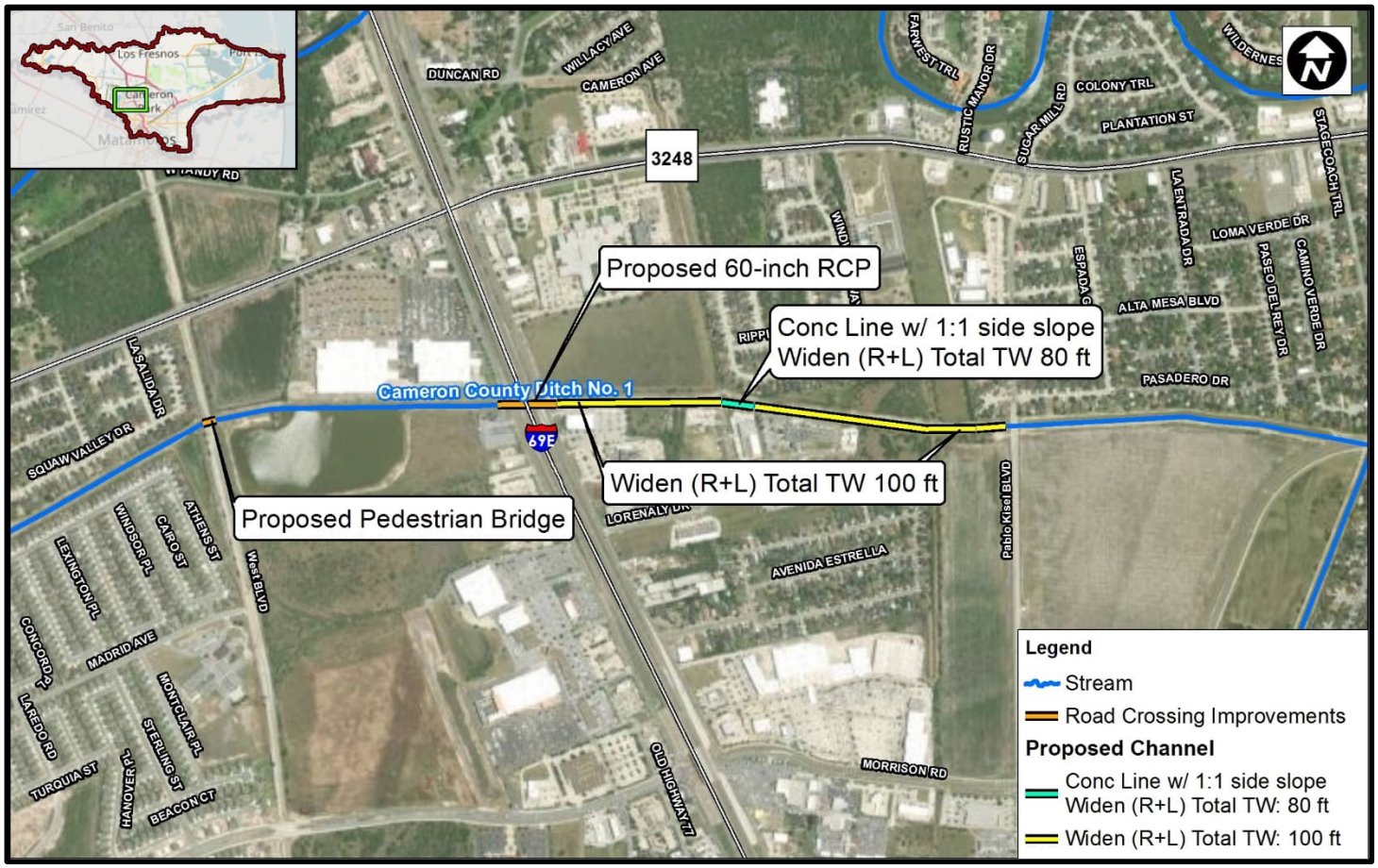
- Potential of increase in downstream flood risk if dentation pond inflow structure is not regularly maintained and, as a results, fails.
- Environmental Permitting, ROW Acquisition Required, Potential Utility Relocation, Temporary Road Closures

ESTIMATE COSTS

Demolition	$20K
Construction	$2.7M
Contingency	$1.1M
Right of Way	$213K
Engineering and Surveying	$383K
Total Construction	**$4.4M**

Project 7 Cameron County Ditch 1 at Hwy 69E

Park Port Isabel HUC-10 Watershed Study



PROJECT LAYOUT

Problem: Reduce ponding in 100YR storm events

Description: Channel and roadway crossing improvements on Cameron County Ditch 1 between Laredo Rd and Pablo Kissel Blvd

Stakeholder Identified High Flood Risk Area: No

Benefit Area Population: 7000

BENEFITS:

Structures Removed from 100-YR Flooding: 191

Structures with Reduced 100-YR Flooding: 152

Benefit-Cost Ratio: 0.63

Level of Service Achieved: 100-Year

Road Miles with Reduction in 100-YR Flooding: 0

Estimated Population Removed from 100-YR Flooding: 883

CONSTRAINTS:

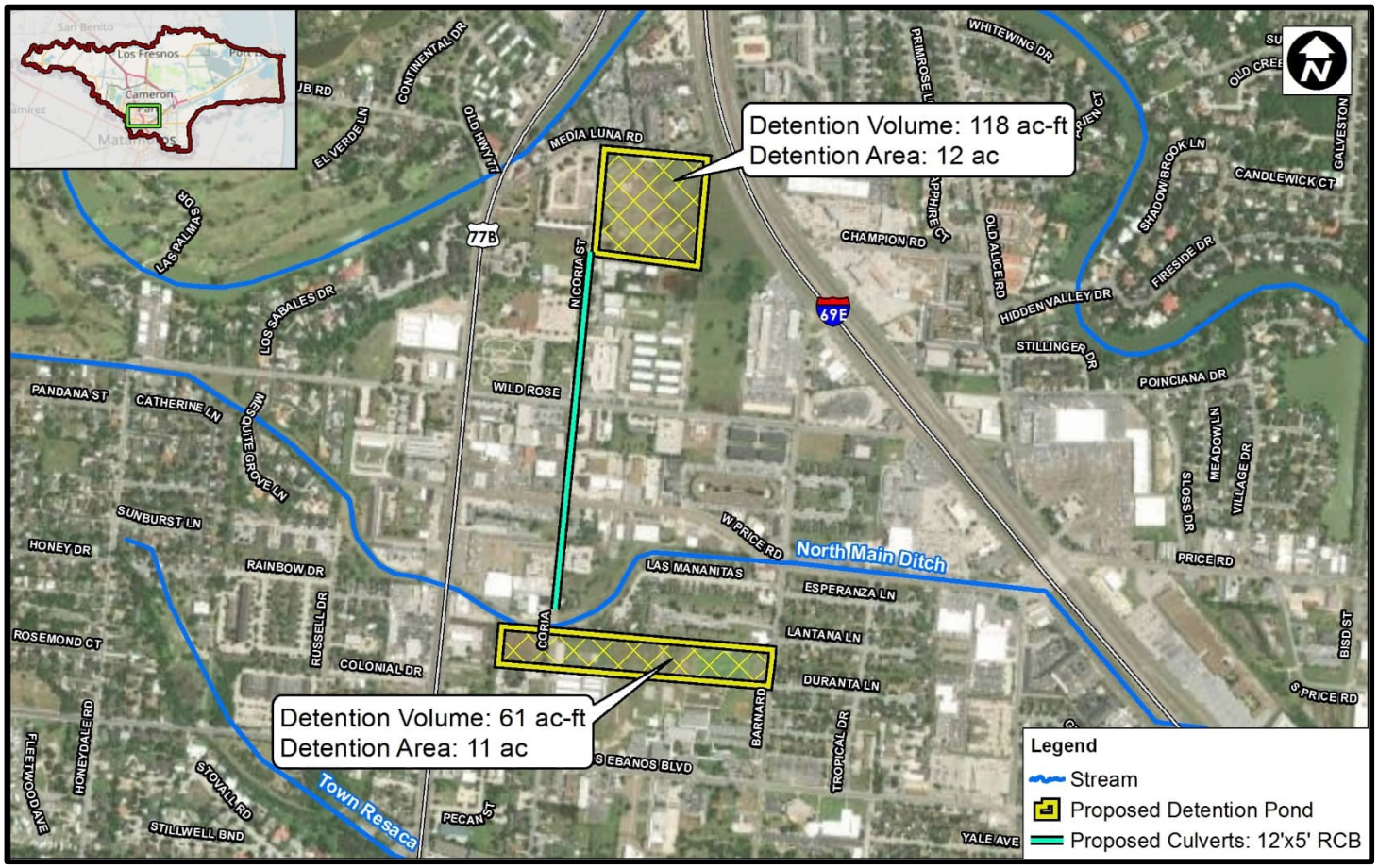
- Environmental Permitting, ROW Acquisition Required, Potential Utility Relocation, Temporary Road Closures, Permitting with TxDOT.

ESTIMATE COSTS

Demolition	$36K
Construction	$4.8M
Contingency	$1.9M
Right of Way	$31K
Environmental	$204K
Engineering and Surveying	$678K
Total Construction	**$7.7M**

Project 9 North Main Drain and Hwy 69E

Park Port Isabel HUC-10 Watershed Study



PROJECT LAYOUT

Problem: Reduce ponding in 10YR storm events

Description: Detention pond and storm sewer improvements on North Main Drain, west of Price Road and 69E

Stakeholder Identified High Flood Risk Area: Yes

Benefit Area Population: 28400

BENEFITS:

Structures Removed from 100-YR Flooding: 84

Structures with Reduced 100-YR Flooding: 465

Benefit-Cost Ratio: 0.19

Level of Service Achieved: 10-Year

Road Miles with Reduction in 100-YR Flooding: 0

Estimated Population Removed from 100-YR Flooding: 753

CONSTRAINTS:

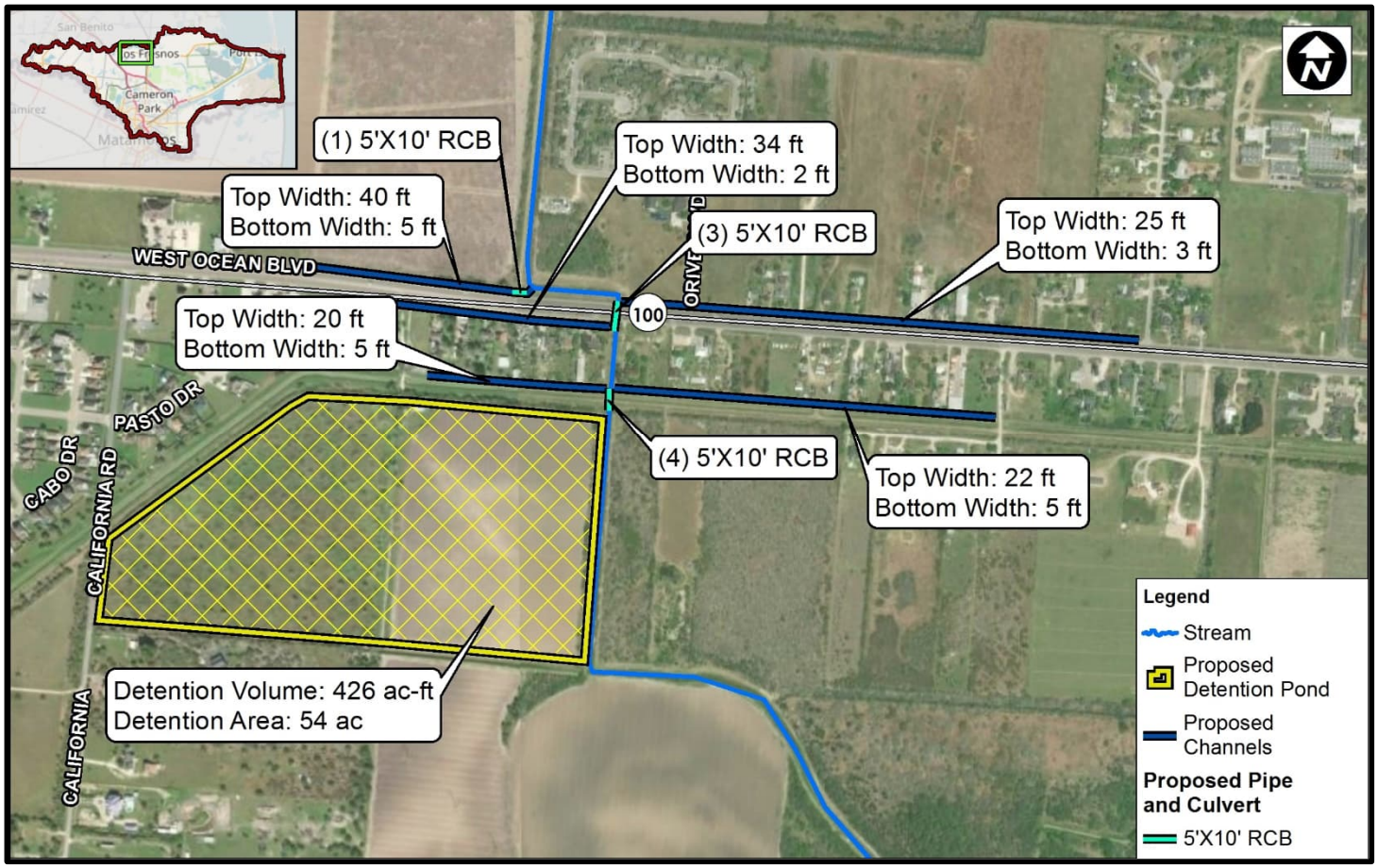
- Environmental Permitting, ROW Acquisition Required, Potential Utility Relocation, Temporary Road Closures.

ESTIMATE COSTS

Demolition	$500K
Construction	$14.1M
Contingency	$5.8M
Right of Way	$9.5M
Environmental	$611K
Engineering and Surveying	$2.0M
Total Construction	**$33M**

Project 11A Los Fresnos West Ocean Blvd

Port Isabel HUC-10 Watershed Study



PROJECT LAYOUT

Problem: Reduce ponding in 25YR storm events

Description: Channel and culvert crossing improvements along with a detention pond near TX-100 and Orive Blvd

Stakeholder Identified High Flood Risk Area: Yes

Benefit Area Population: 2800

BENEFITS:

Structures Removed from 100-YR Flooding: 60

Structures with Reduced 100-YR Flooding: 53

Benefit-Cost Ratio: 0.09

Level of Service Achieved: 25-Year

Road Miles with Reduction in 100-YR Flooding: 0

Estimated Population Removed from 100-YR Flooding: 149

CONSTRAINTS:

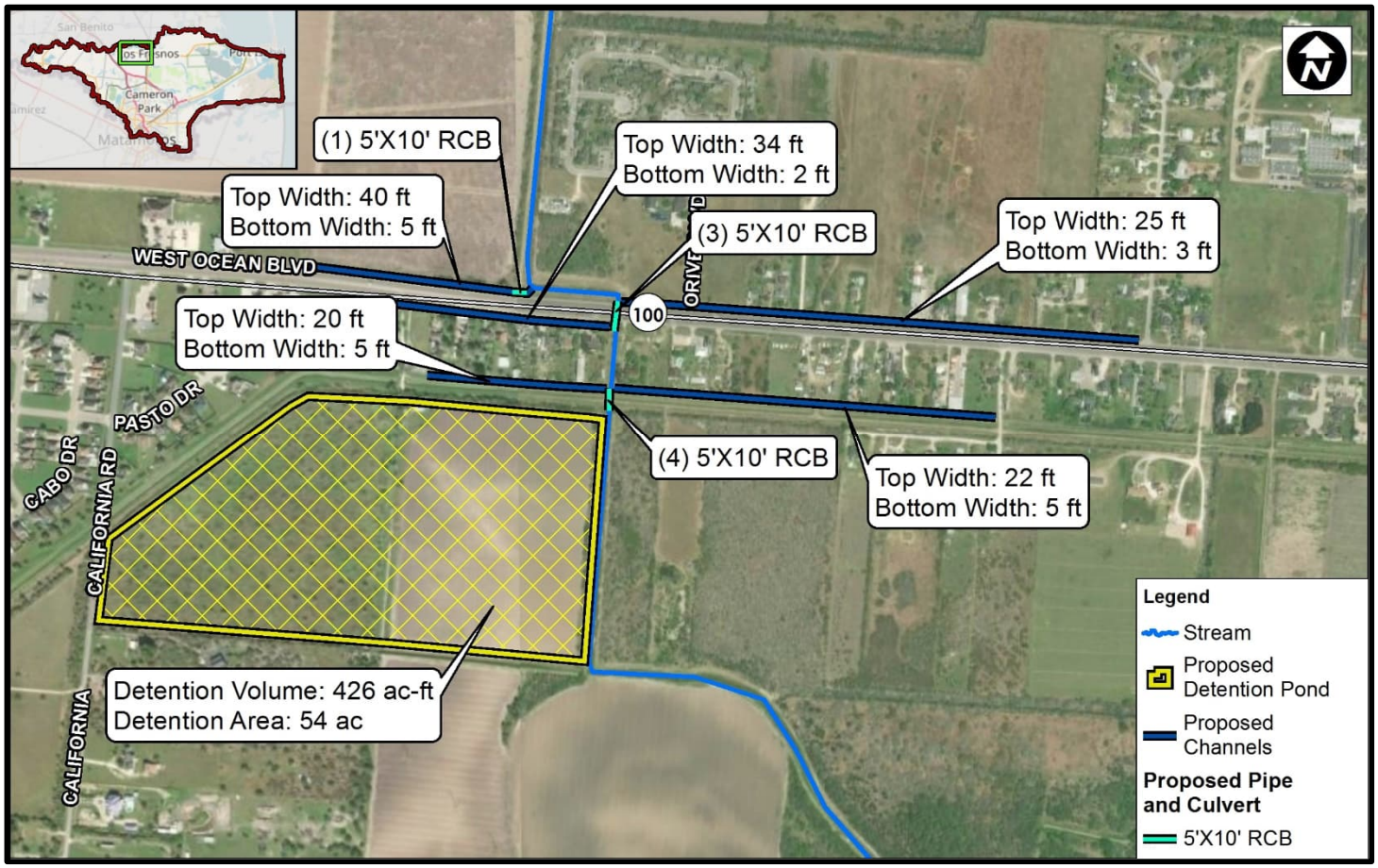
- Potential of increase in downstream flood risk if dentation pond inflow structure is not regularly maintained and, as a results, fails.
- Acquisition Required, Potential Utility Relocation, Temporary Road Closures, Permitting with TxDOT, Open Excavate a State Highway to Install Culverts.

ESTIMATE COSTS

Demolition	$988K
Construction	$15.4M
Contingency	$6.6M
Right of Way	$2.2M
Environmental	$691K
Engineering and Surveying	$3.5M
Total Construction	**$29M**

Project 11B Los Fresnos West Ocean Blvd

Port Isabel HUC-10 Watershed Study



PROJECT LAYOUT

Problem: Reduce ponding in 50YR storm events

Description: Channel and culvert crossing improvements along with a detention pond near TX-100 and Evergreen St

Stakeholder Identified High Flood Risk Area: Yes

Benefit Area Population: 2800

BENEFITS:

Structures Removed from 100-YR Flooding: 17

Structures with Reduced 100-YR Flooding: 22

Benefit-Cost Ratio: 0.14

Level of Service Achieved: 50-Year

Road Miles with Reduction in 100-YR Flooding: 2

Estimated Population Removed from 100-YR Flooding: 122

CONSTRAINTS:

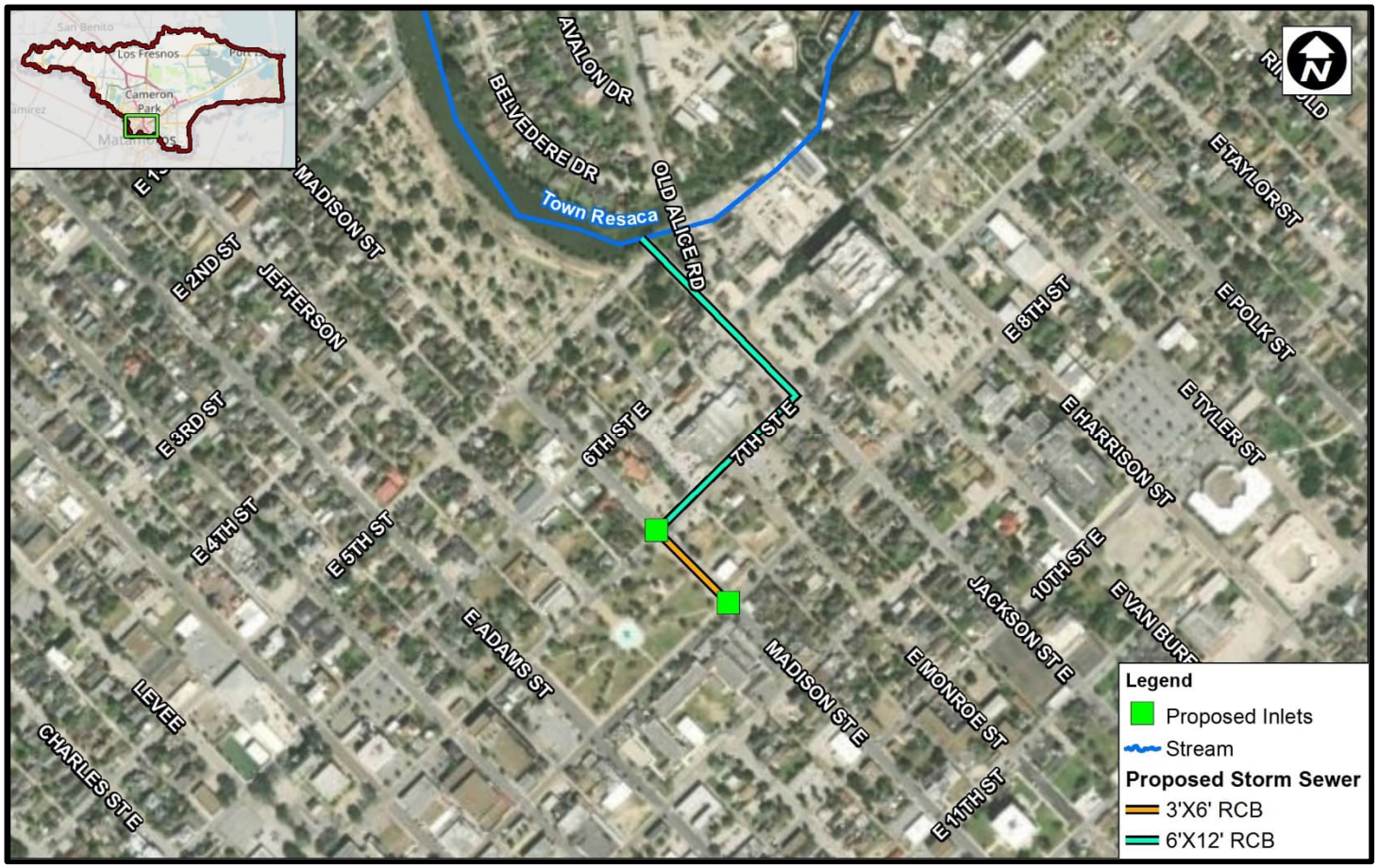
- Potential of increase in downstream flood risk if detention pond inflow structure is not regularly maintained and, as a result, fails.
- Environmental Permitting, ROW Acquisition Required, Potential Utility Relocation, Temporary Road Closures, Permitting with TxDOT, Open Excavate a State Highway to Install Culverts.

ESTIMATE COSTS

Demolition	$365K
Construction	$10M
Contingency	$4.1M
Right of Way	$695K
Environmental	$432K
Engineering and Surveying	$1.4M
Total Construction	**$17M**

Project 12 Town Resaca at Washington Park

Port Isabel HUC-10 Watershed Study



PROJECT LAYOUT

Problem: Reduce ponding in 25YR storm events

Description: Storm sewer improvements on E Madison St, E 7th St, and E Jackson St

Stakeholder Identified High Flood Risk Area: Yes

Benefit Area Population: 3000

BENEFITS:

Structures Removed from 100-YR Flooding: 48

Structures with Reduced 100-YR Flooding: 144

Benefit-Cost Ratio: 0.59

Level of Service Achieved: 25-Year

Road Miles with Reduction in 100-YR Flooding: 0

Estimated Population Removed from 100-YR Flooding: 627

CONSTRAINTS:

- Potential Utility Relocation, Temporary Road Closures

ESTIMATE COSTS

Demolition	$581K
Construction	$5.5M
Contingency	$1.8M
Engineering and Surveying	$790K
Total Construction	**$8.7M**

55-ft BW Conc Line w/ 1:1 SS

Replace Exist Culvert w/ 100-ft Bridge

50-ft BW Conc Line w/ 0.5:1 SS

Add (6) 40,000 GPM Pumps to Impala Pump Station

Widening and Conc Line (Design In Progress)

North Main Ditch

Town Resaca

Legend

- Stream
- Pump Station Improvements
- Road Crossing Improvements

Channel Improvement Type

- 50-ft BW Conc Line w/ 0.5:1
- 55-ft BW Conc Line w/ 1:1
- Widening and Conc Line

Texas Water Development Board

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PROJECT LAYOUT

Project 1A North Main Drain and Impala Ditch

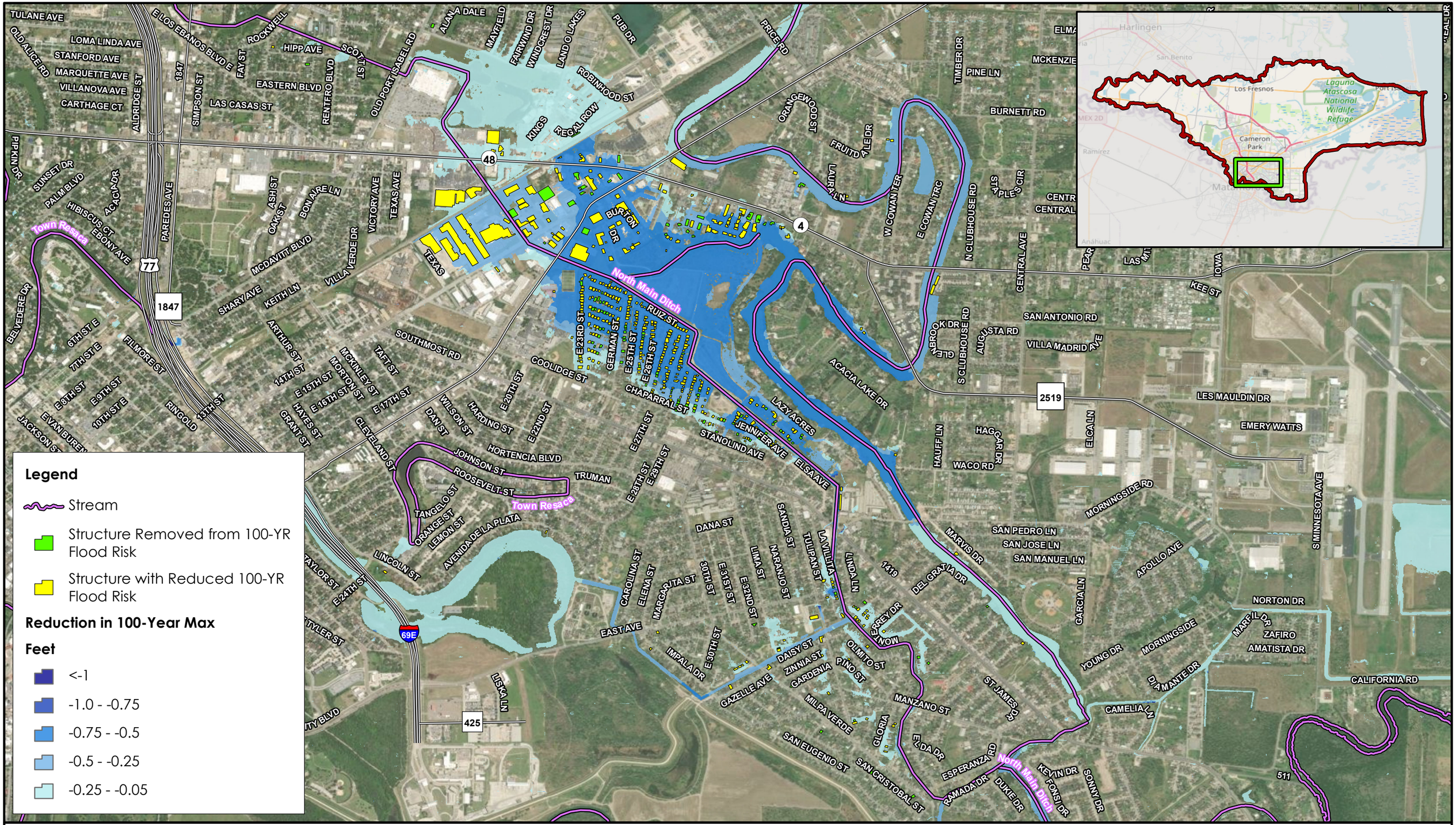
Brownsville Port Isabel HUC-10 Watershed Study

0 1,000 2,000 Feet

1 in = 1,000 feet

Document Path: W:\Citrix\42000s\42407\001\GIS\MXD\ReportExhibits\ProjectImprovements_Num1a.mxd

Date: 7/28/2023



Legend

- Stream
- Structure Removed from 100-YR Flood Risk
- Structure with Reduced 100-YR Flood Risk

Reduction in 100-Year Max

Feet

- <-1
- -1.0 - -0.75
- -0.75 - -0.5
- -0.5 - -0.25
- -0.25 - -0.05

Texas Water Development Board

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PROJECT BENEFITS

Project 1A North Main Drain and Impala Ditch

Brownsville to Port Isabel HUC-10 Watershed Study

0 0.3 0.6 Miles

1 in = 0.3 miles

Document Path: W:\Citrix\42000s\42407\001\GIS\MXD\ReportExhibits\ProjectBenefits_Num1a.mxd

Date: 7/28/2023



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PROJECT LAYOUT

Project 1B North Main Drain and Four Corners

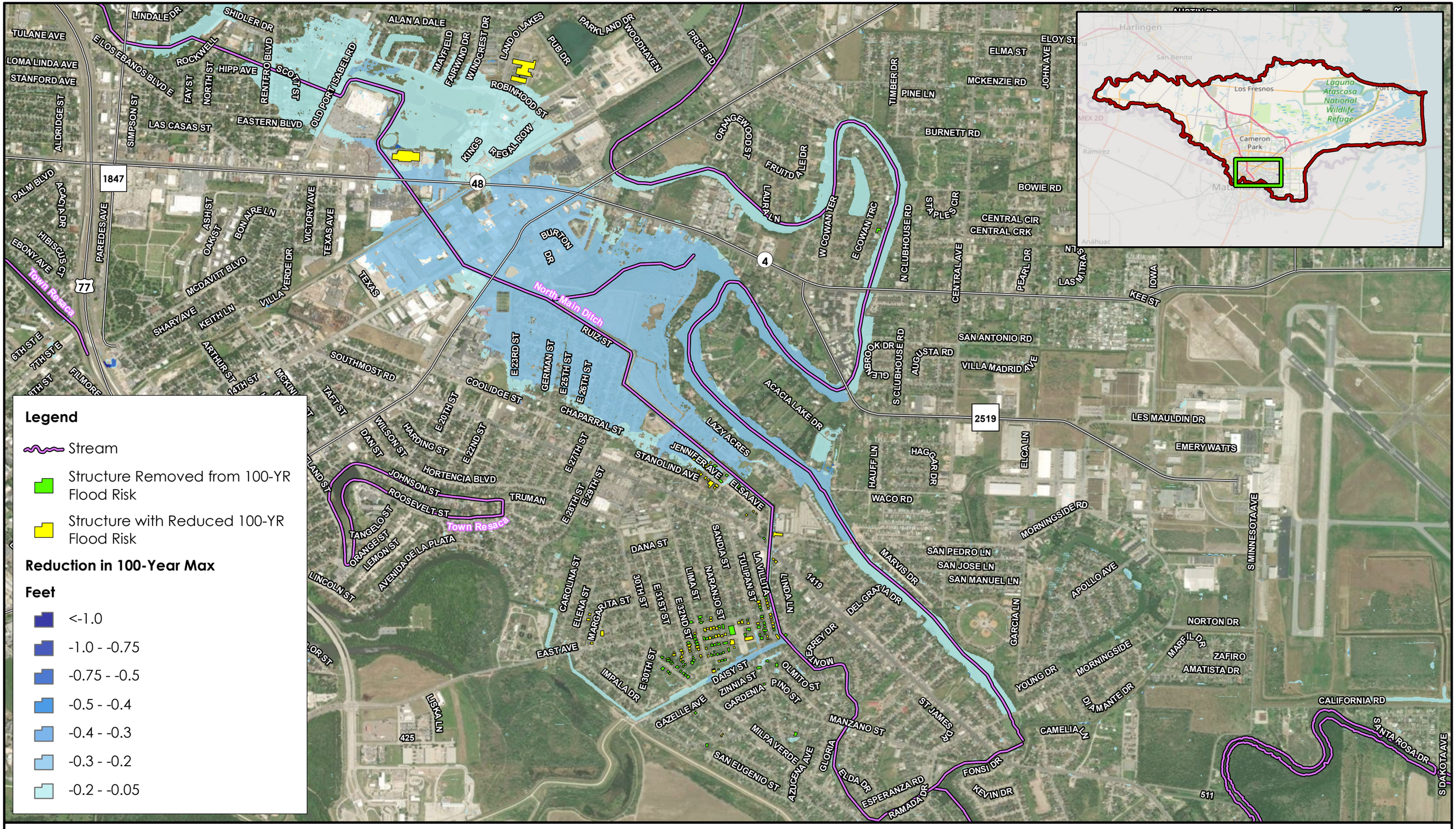
Brownsville to Port Isabel HUC-10 Watershed Study

0 400 800 Feet

1 in = 400 feet

Document Path: W:\Citrix\42000s\42407\001\GIS\MXD\ReportExhibits\ProjectImprovements_Num1b.mxd

Date: 7/28/2023



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PROJECT BENEFITS

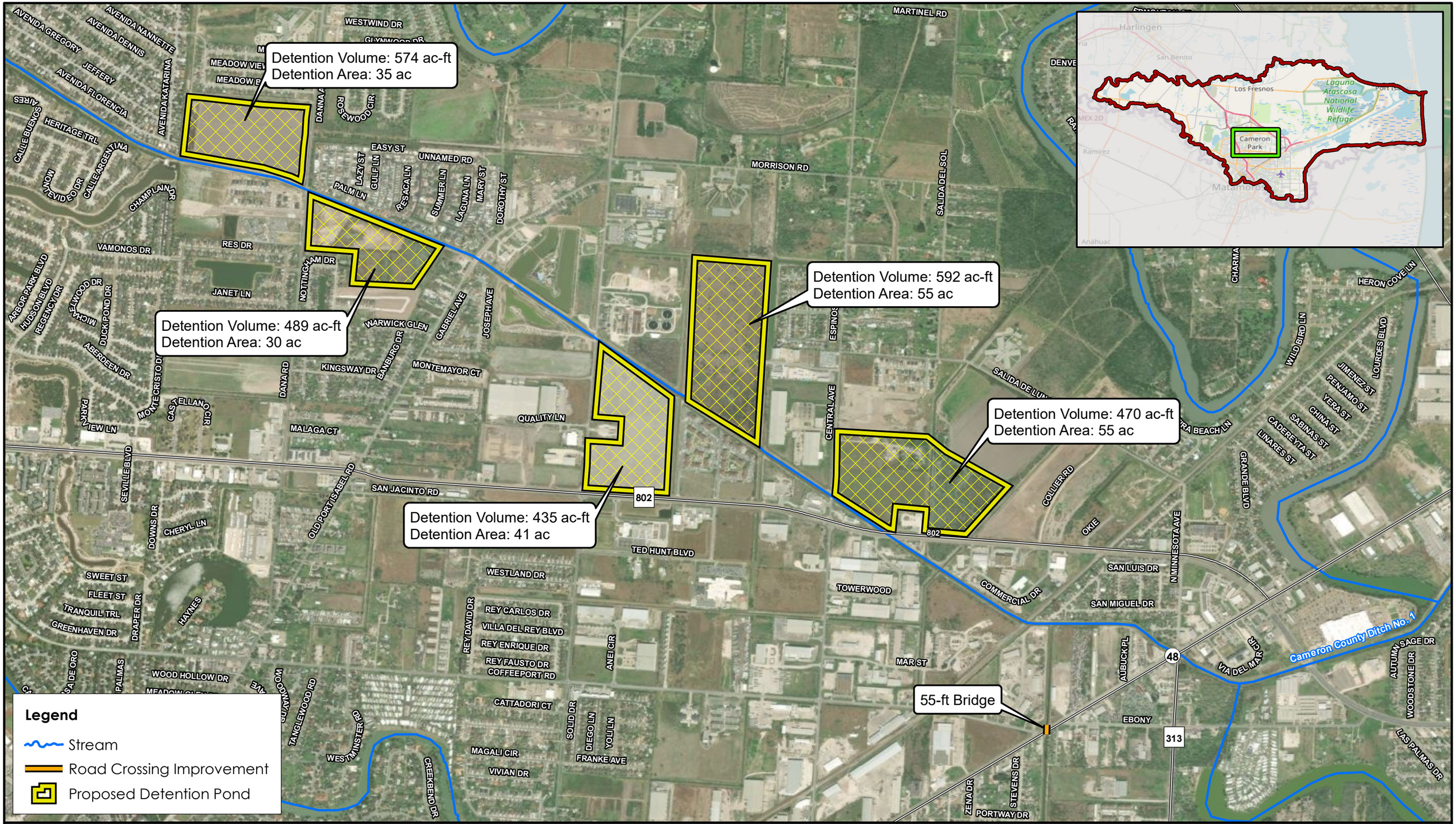
Project 1B North Main Drain and Four Corners

Brownsville to Port Isabel HUC-10 Watershed Study

0 0.3 0.6 Miles

1 in = 0.3 miles

Document Path: W:\Citrix\42000s\42407\001\GIS\MXD\ReportExhibits\ProjectBenefits_Num1b.mxd
Date: 7/28/2023



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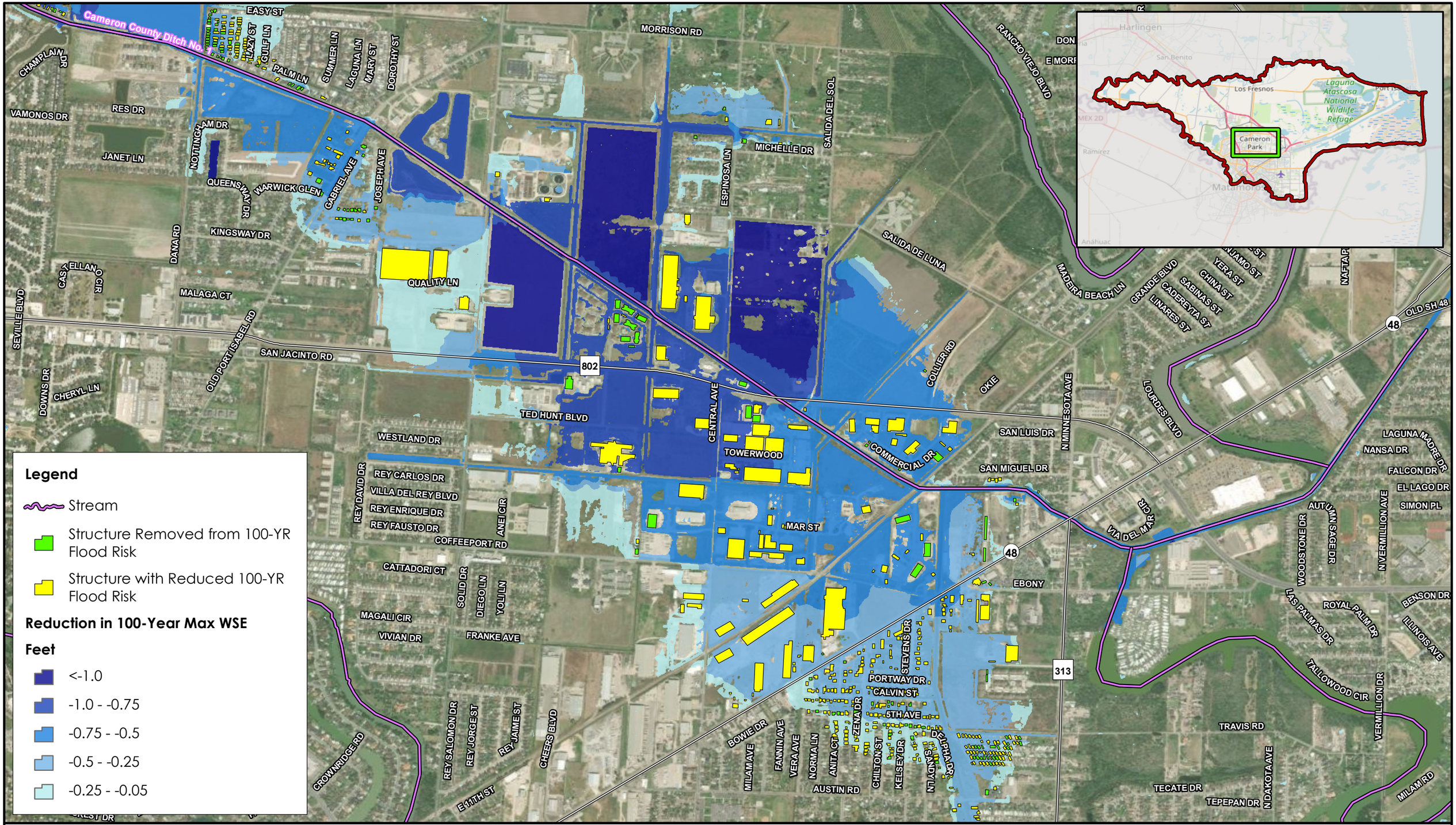
PROJECT LAYOUT

Project 2 Cameron County Ditch 1 at Confluence

Brownsville to Port Isabel HUC-10 Watershed Study

Document Path: W:\Citrix\42000s\42407\001\GIS\MXD\ReportExhibits\ProjectImprovements_Num2.mxd
Date: 7/28/2023



Legend

- Stream
- Structure Removed from 100-YR Flood Risk
- Structure with Reduced 100-YR Flood Risk

Reduction in 100-Year Max WSE

Feet

- <-1.0
- -1.0 - -0.75
- -0.75 - -0.5
- -0.5 - -0.25
- -0.25 - -0.05

Texas Water Development Board

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PROJECT BENEFITS

Project 2 Cameron County Ditch 1 at Confluence

Brownsville to Port Isabel HUC-10 Watershed Study

0 0.25 0.5 Miles

1 in = 0.25 miles

Document Path: W:\Citrix\42000s\42407\001\GIS\MXD\ReportExhibits\ProjectBenefits_Num2.mxd
Date: 7/28/2023



Texas Water Development Board

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PROJECT LAYOUT

Project 3 Cameron County Ditch 1 at Cameron Park

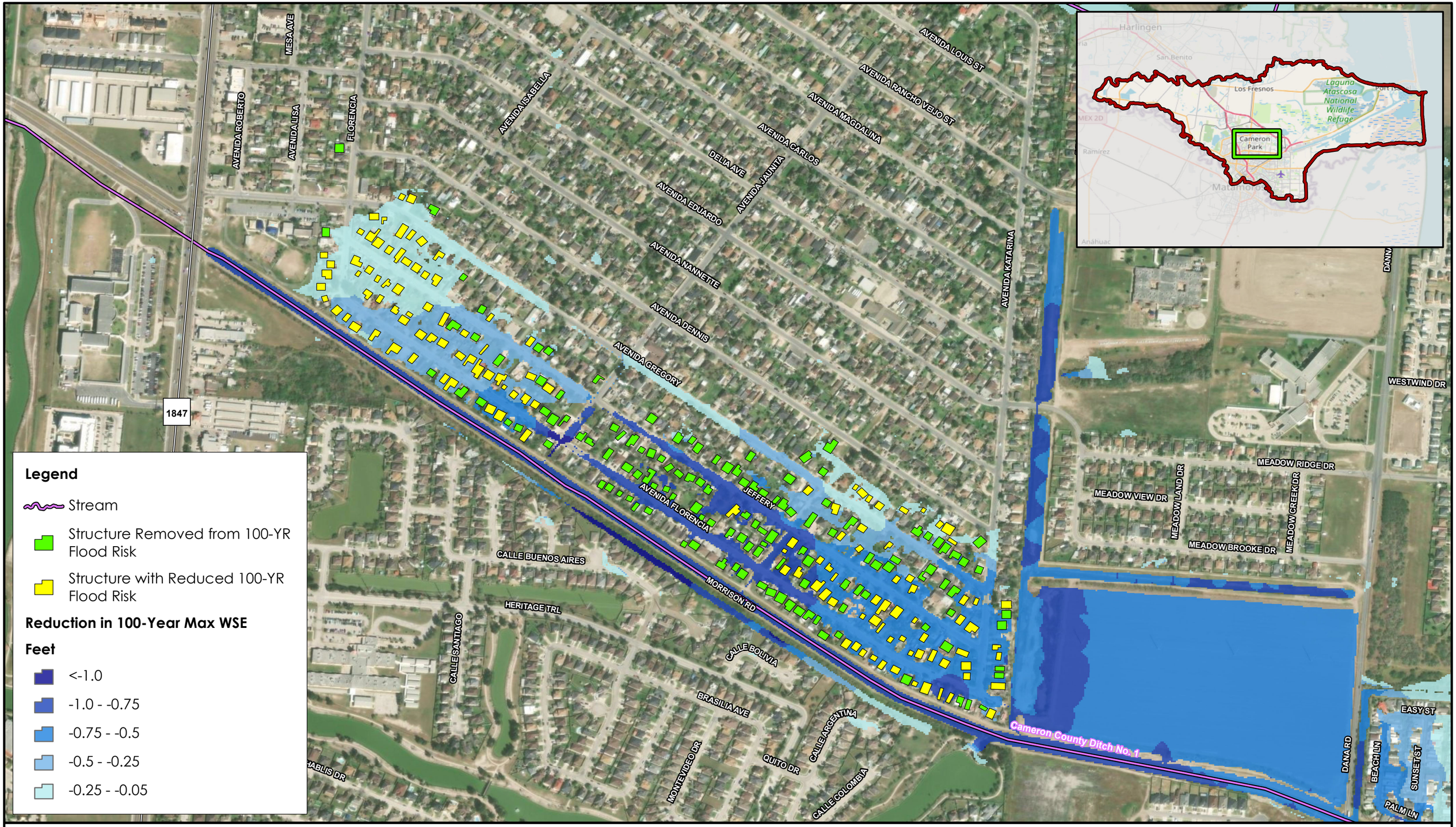
Brownsville to Port Isabel HUC-10 Watershed Study

0 500 1,000 Feet

1 in = 500 feet

Document Path: W:\Citrix\42000s\42407\001\GIS\MXD\ReportExhibits\ProjectImprovements_Num3.mxd

Date: 7/28/2023



Legend

- Stream
- Structure Removed from 100-YR Flood Risk
- Structure with Reduced 100-YR Flood Risk

Reduction in 100-Year Max WSE

Feet

- <-1.0
- -1.0 - -0.75
- -0.75 - -0.5
- -0.5 - -0.25
- -0.25 - -0.05

Texas Water Development Board

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PROJECT IMPROVEMENTS

Project 3 Cameron County Ditch 1 at Cameron Park

Brownsville to Port Isabel HUC-10 Watershed Study

0 500 1,000 Feet

1 in = 500 feet

Document Path: W:\Citrix\42000s\42407\001\GIS\MXD\ReportExhibits\ProjectBenefits_Num3.mxd
Date: 7/28/2023



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PROJECT LAYOUT

Project 4 Town Resaca at West 5th Street

Brownsville to Port Isabel HUC-10 Watershed Study

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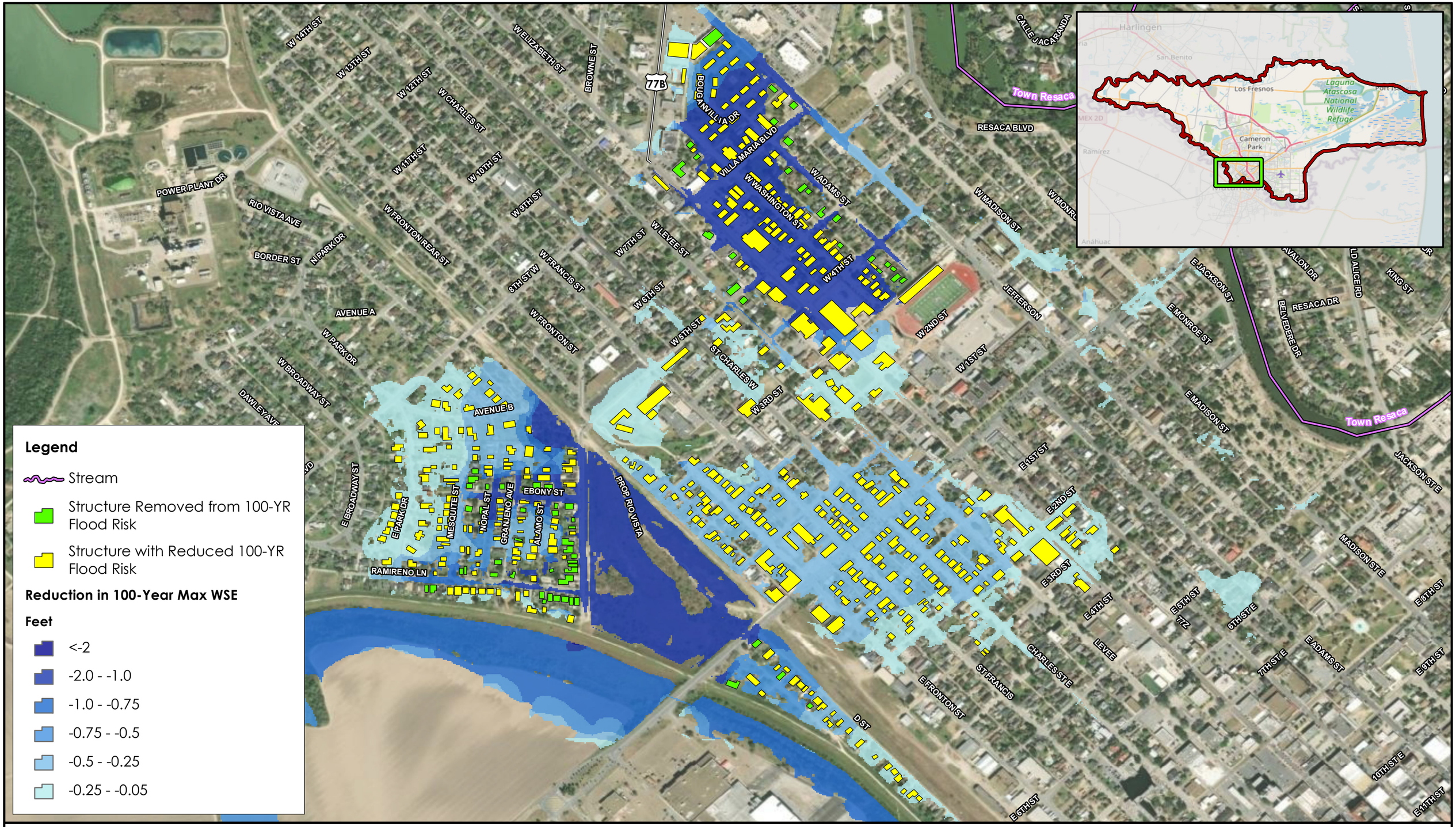

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PROJECT BENEFITS

Project 4 Town Resaca at West 5th Street

Brownsville to Port Isabel HUC-10 Watershed Study

0 600 1,200 Feet

1 in = 600 feet

Document Path: W:\Citrix\42000s\42407\001\GIS\MXD\ReportExhibits\ProjectBenefits_Num4.mxd
Date: 7/28/2023

Proposed Culvert: 11'x11' RCB

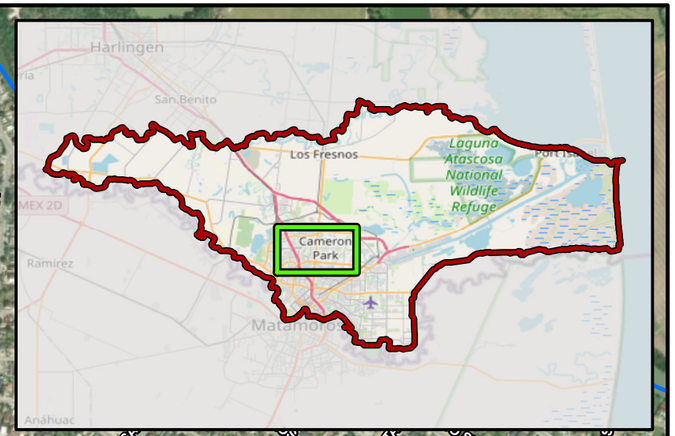
Proposed Bridge

12'x8' RCB

Detention Volume: 619 ac-ft
Detention Area: 84 ac

Widen Spillway to 140-ft

Cameron County Ditch No. 1



Legend

- Stream
- Proposed Spillway
- Proposed Detention Pond
- Proposed Channel: Widen (R+L) Total TW: 100 ft

Roadway Crossing Improvements

- 11'x11' RCB
- 12'x8' RCB
- Proposed Bridge

Texas Water Development Board

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PROJECT LAYOUT

Project 5 Cameron County Ditch 1 at Golf Center

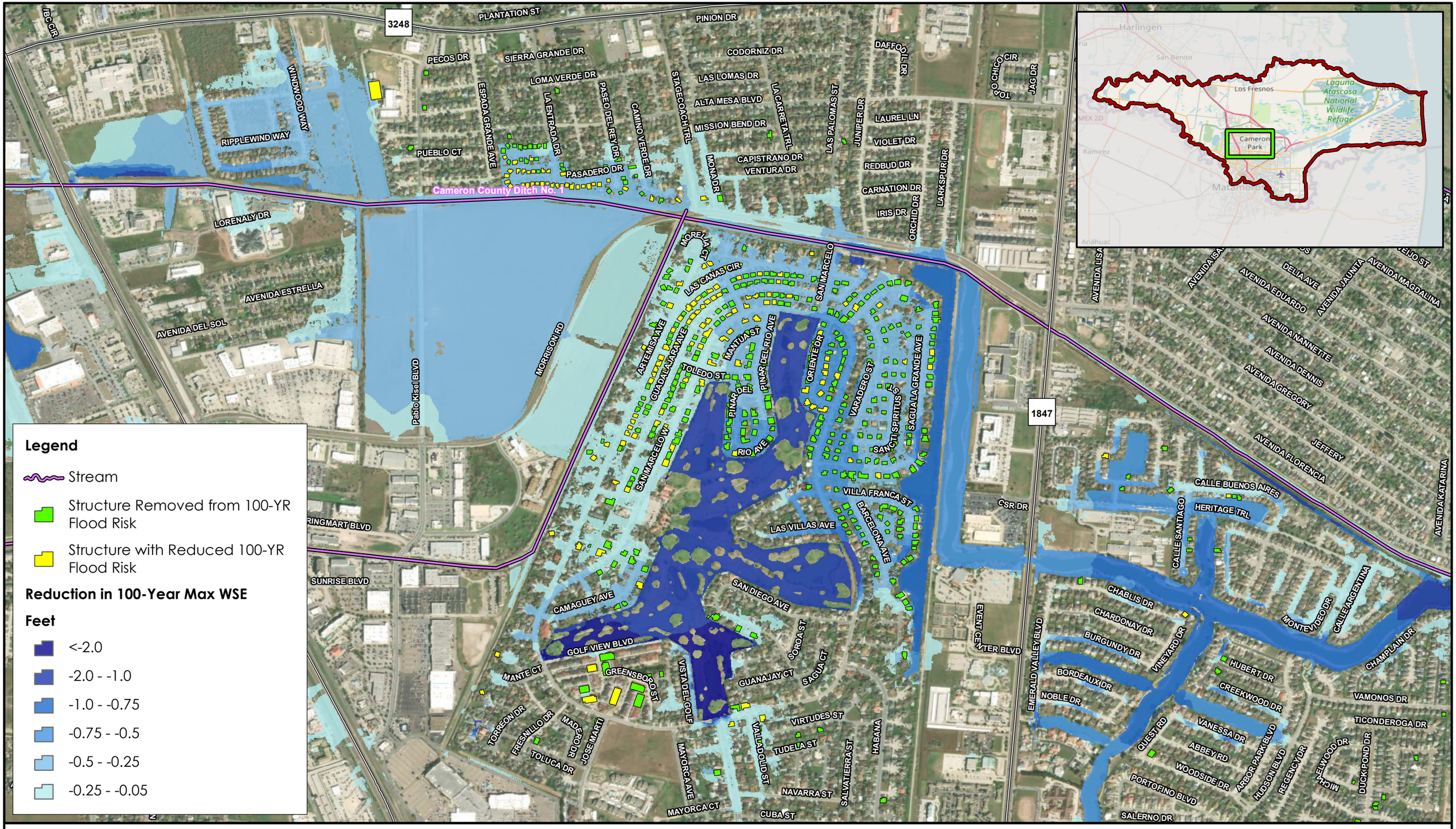
Brownsville to Port Isabel HUC-10 Watershed Study

0 1,000 2,000 Feet

1 in = 1,000 feet

Document Path: W:\Citrix\42000s\42407\001\GIS\MXD\ReportExhibits\ProjectImprovements_Num5.mxd

Date: 7/28/2023



Legend

- Stream
- Structure Removed from 100-YR Flood Risk
- Structure with Reduced 100-YR Flood Risk

Reduction in 100-Year Max WSE

Feet

- <-2.0
- -2.0 - -1.0
- -1.0 - -0.75
- -0.75 - -0.5
- -0.5 - -0.25
- -0.25 - -0.05

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PROJECT BENEFITS

Project 5 Cameron County Ditch 1 at Golf Center

Brownsville to Port Isabel HUC-10 Watershed Study

0 1,000 2,000 Feet

1 in = 1,000 feet

Document Path: W:\Citrix\42000s\42407\001\GIS\MXD\ReportExhibits\ProjectBenefits_Num5.mxd
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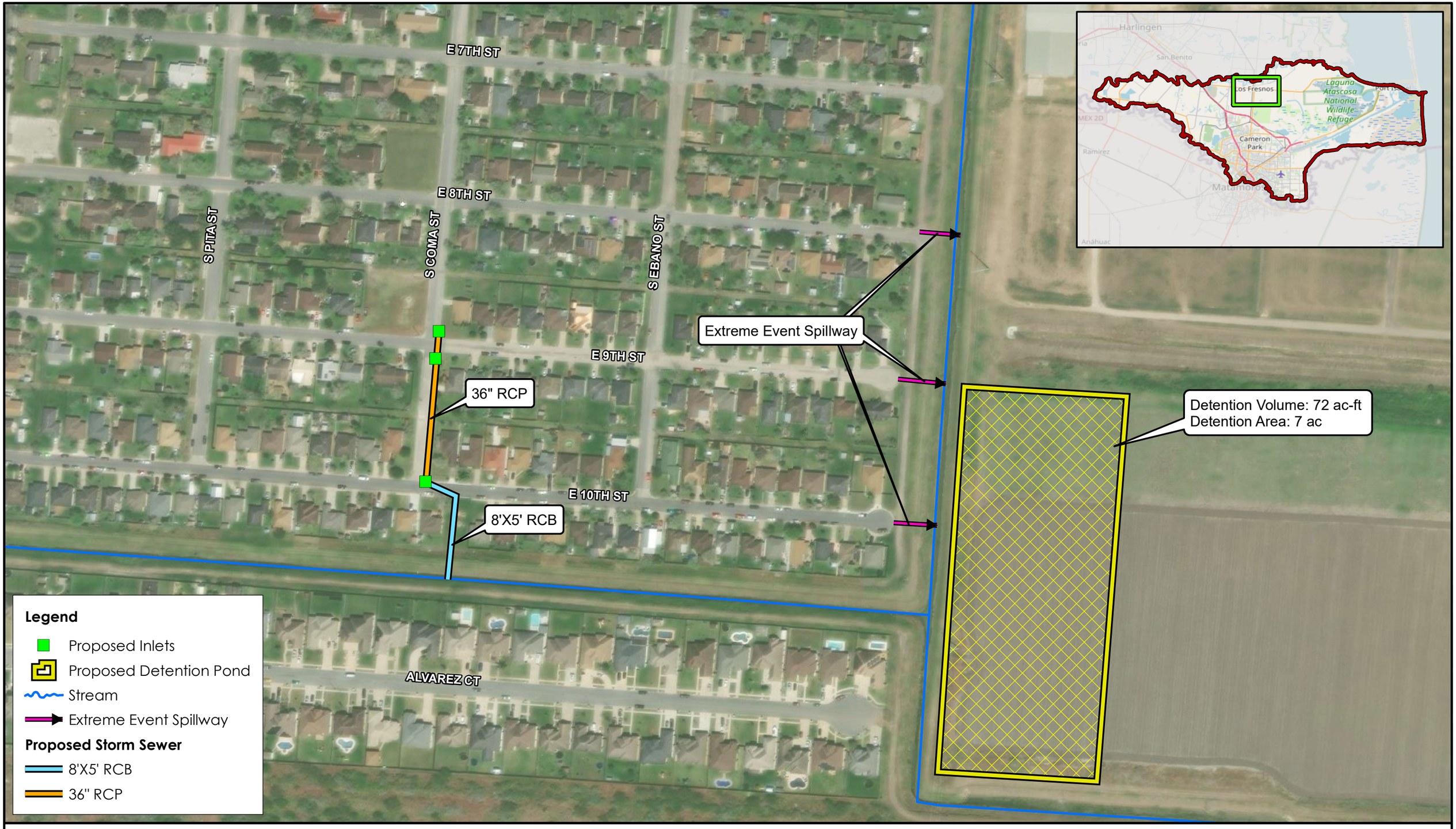

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PROJECT LAYOUT

Project 6 Los Fresnos at East 10th Street

Brownsville to Port Isabel HUC-10 Watershed Study

0 200 400 Feet

1 in = 200 feet

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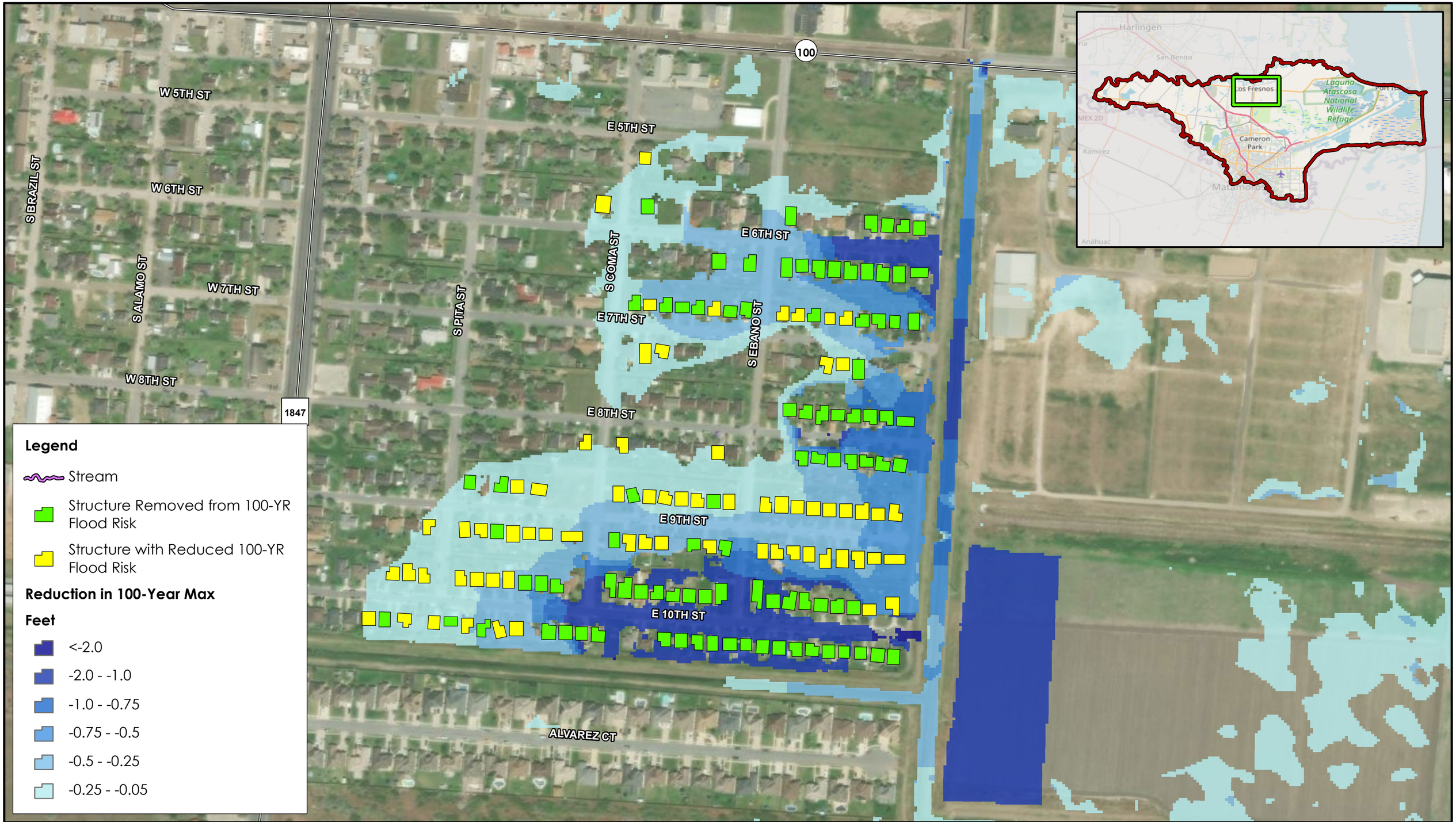
Date: 7/28/2023



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PROJECT BENEFITS

Project 6 Los Fresnos at East 10th Street

Brownsville to Port Isabel HUC-10 Watershed Study

0 300 600 Feet

1 in = 300 feet

Document Path: W:\Citrix\42000s\42407\001\GIS\MXD\ReportExhibits\ProjectBenefits_Num6.mxd

Date: 7/28/2023



Legend

- Stream
- Road Crossing Improvements

Proposed Channel

- Conc Line w/ 1:1 side slope Widen (R+L) Total TW: 80 ft
- Widen (R+L) Total TW: 100 ft

Texas Water Development Board

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PROJECT LAYOUT

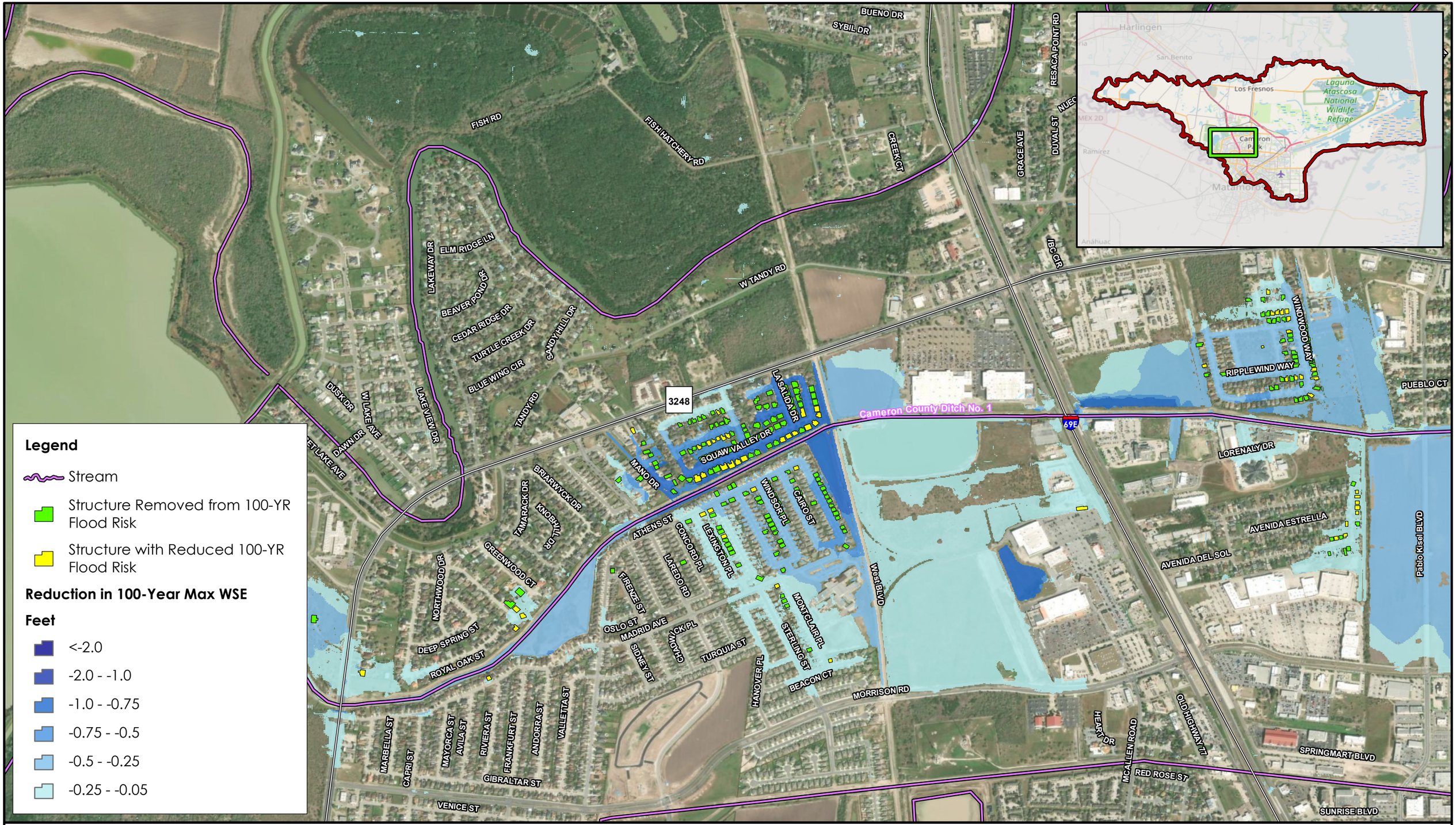
Project 7 Cameron County Ditch 1 at Hwy 69E

Brownsville to Port Isabel HUC-10 Watershed Study

0 500 1,000 Feet

1 in = 500 feet

Document Path: W:\Citrix\42000s\42407\001\GIS\MXD\ReportExhibits\ProjectImprovements_Num7.mxd
Date: 7/28/2023



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PROJECT BENEFITS

Project 7 Cameron County Ditch 1 at Hwy 69E

Brownsville to Port Isabel HUC-10 Watershed Study

0 1,000 2,000 Feet

1 in = 1,000 feet

Document Path: W:\Citrix\42000s\42407\001\GIS\MXD\ReportExhibits\ProjectBenefits_Num7.mxd

Date: 7/28/2023



Texas Water Development Board

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PROJECT LAYOUT

Project 9 North Main Drain and Hwy 69E

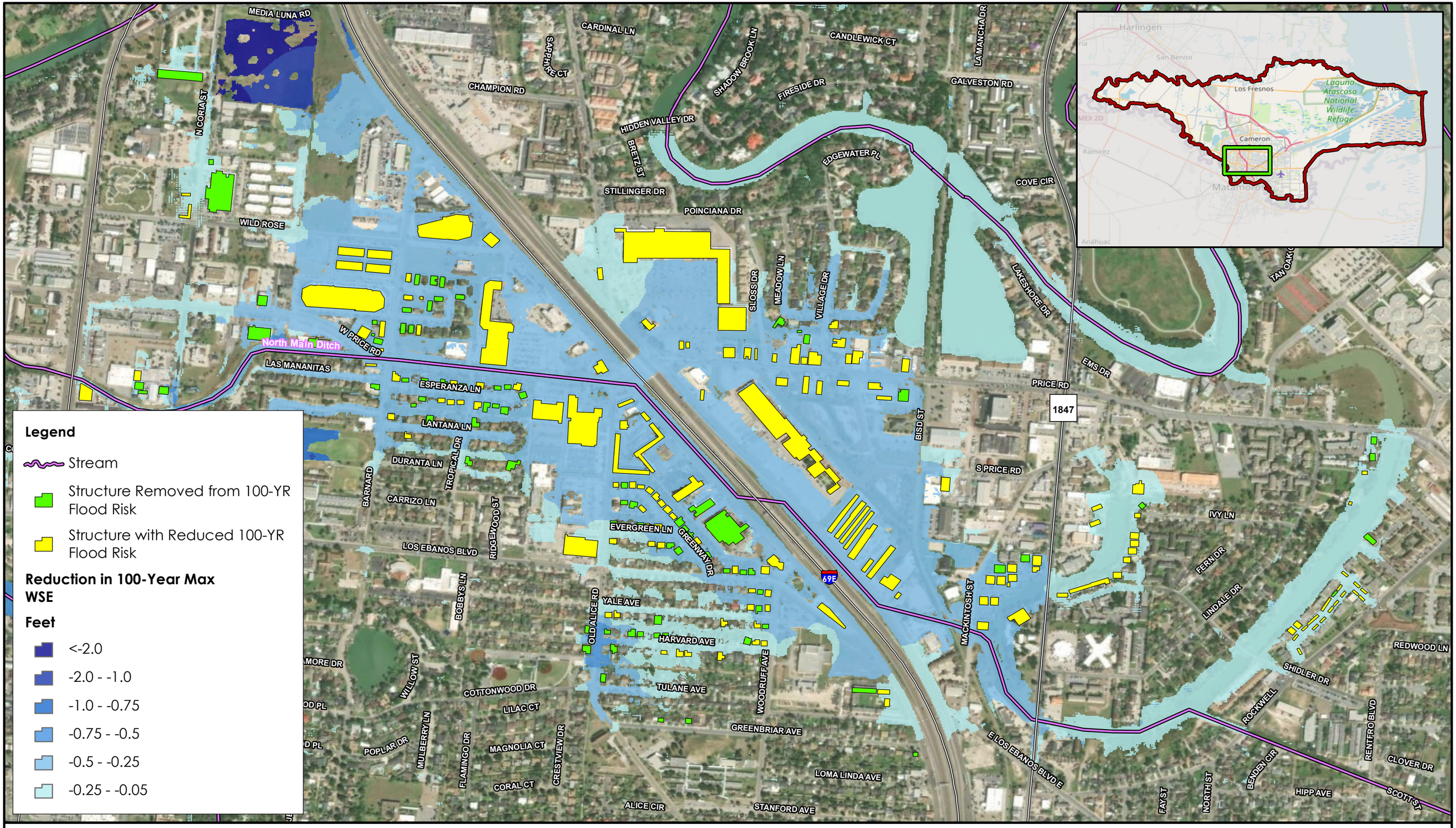
Brownsville to Port Isabel HUC-10 Watershed Study

0 500 1,000 Feet

1 in = 500 feet

Document Path: W:\Citrix\42000s\42407\001\GIS\MXD\ReportExhibits\ProjectImprovements_Num9.mxd

Date: 7/28/2023



Legend

- Stream
- Structure Removed from 100-YR Flood Risk
- Structure with Reduced 100-YR Flood Risk

Reduction in 100-Year Max WSE

Feet

- <-2.0
- -2.0 - -1.0
- -1.0 - -0.75
- -0.75 - -0.5
- -0.5 - -0.25
- -0.25 - -0.05

Texas Water Development Board

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PROJECT BENEFITS

Project 9 North Main Drain and Hwy 69E

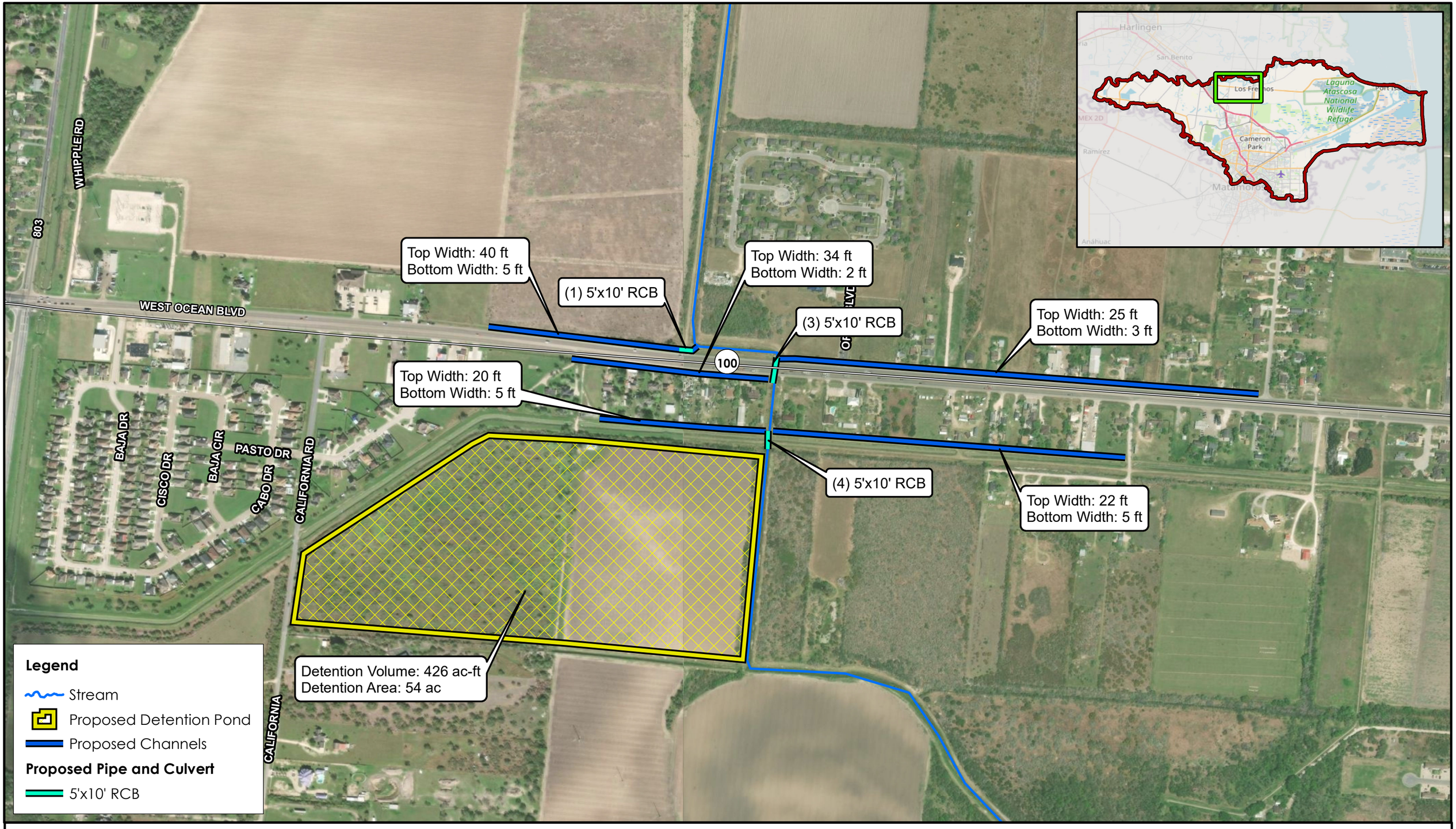
Brownsville to Port Isabel HUC-10 Watershed Study

0 700 1,400 Feet

1 in = 700 feet

Document Path: W:\Citrix\42000s\42407\001\GIS\MXD\ReportExhibits\ProjectBenefits_Num9.mxd

Date: 7/28/2023



Texas Water Development Board

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PROJECT LAYOUT

Project 11A Los Fresnos West Ocean Blvd

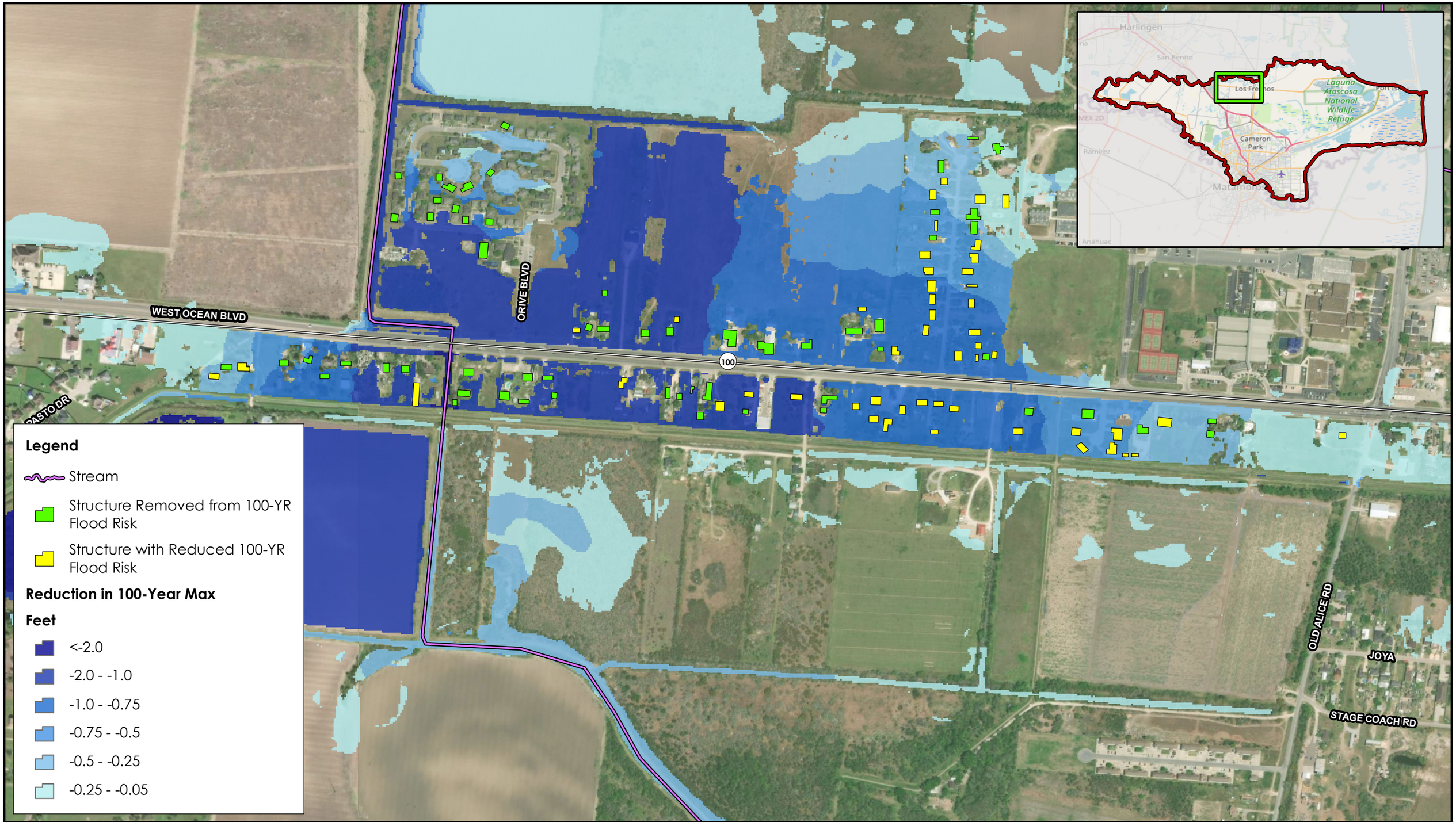
Brownsville to Port Isabel HUC-10 Watershed Study

0 500 1,000 Feet

1 in = 500 feet

Document Path: W:\Citrix\42000s\42407\001\GIS\MXD\ReportExhibits\ProjectImprovements_Num11a.mxd

Date: 7/28/2023



Texas Water Development Board

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PROJECT BENEFITS

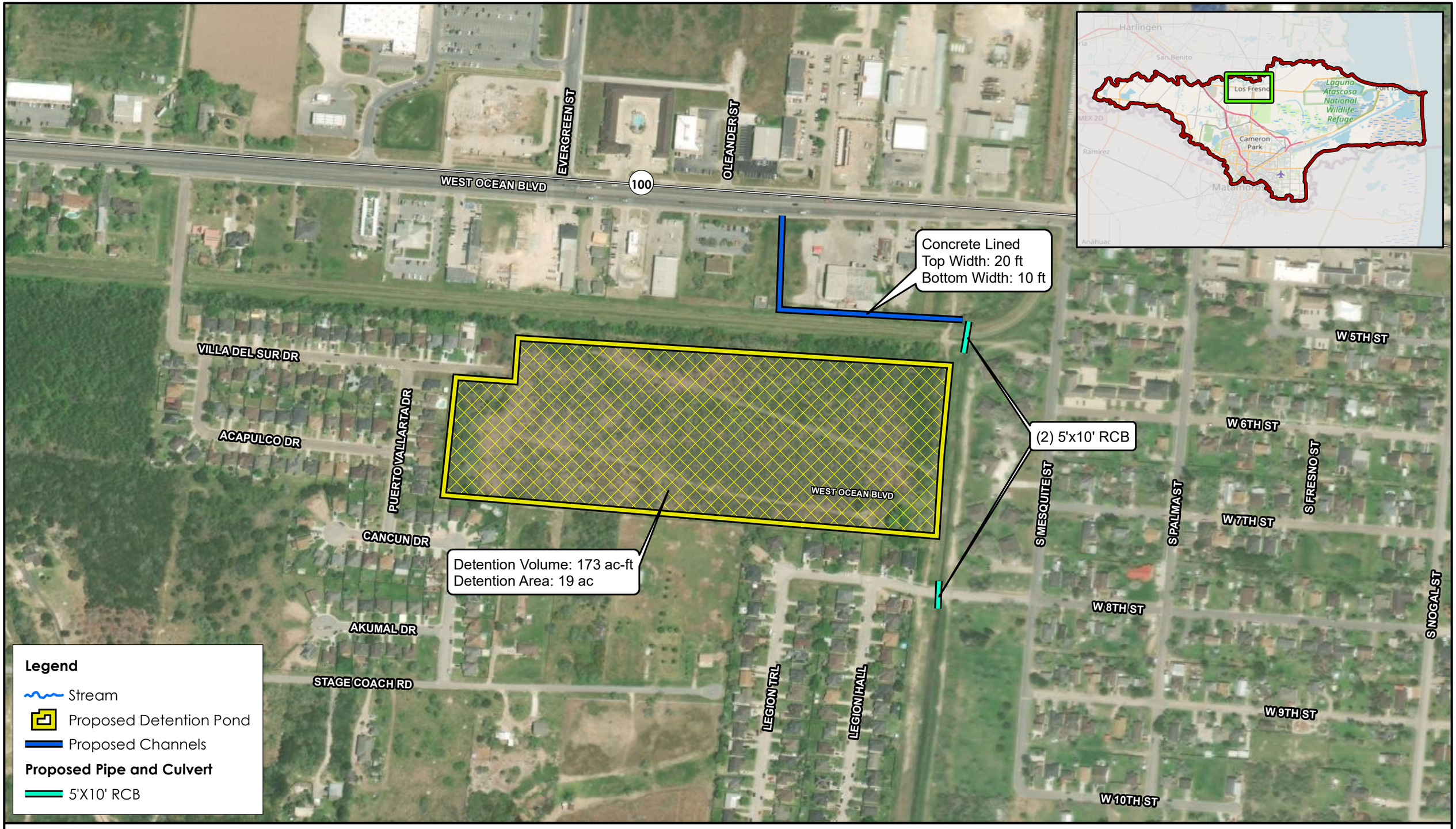
Project 11A Los Fresnos West Ocean Blvd

Brownsville to Port Isabel HUC-10 Watershed Study

0 500 1,000 Feet

1 in = 500 feet

Document Path: W:\Citrix\42000s\42407\001\GIS\MXD\ReportExhibits\ProjectBenefits_Num11a.mxd
Date: 7/28/2023



Texas Water Development Board

halff

PROJECT LAYOUT

Project 11B Los Fresnos West Ocean Blvd

Brownsville to Port Isabel HUC-10 Watershed Study

0 300 600 Feet

1 in = 300 feet

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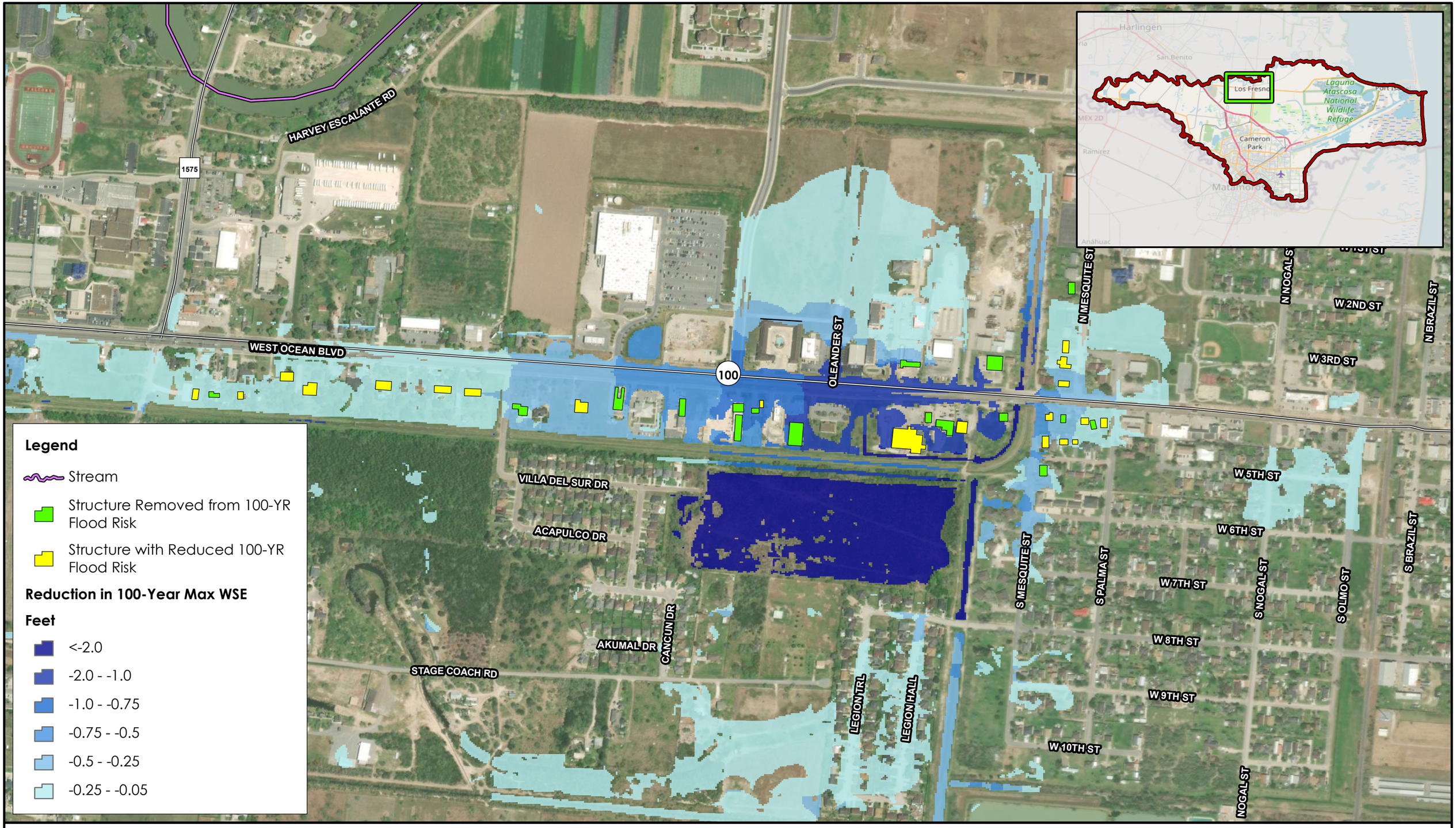
Date: 7/28/2023



Legend

- Stream
- Structure Removed from 100-YR Flood Risk
- Structure with Reduced 100-YR Flood Risk

Reduction in 100-Year Max WSE

Feet

- <-2.0
- -2.0 - -1.0
- -1.0 - -0.75
- -0.75 - -0.5
- -0.5 - -0.25
- -0.25 - -0.05

Texas Water Development Board

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PROJECT BENEFITS

Project 11B Los Fresnos West Ocean Blvd

Brownsville to Port Isabel HUC-10 Watershed Study

0 500 1,000 Feet

1 in = 500 feet

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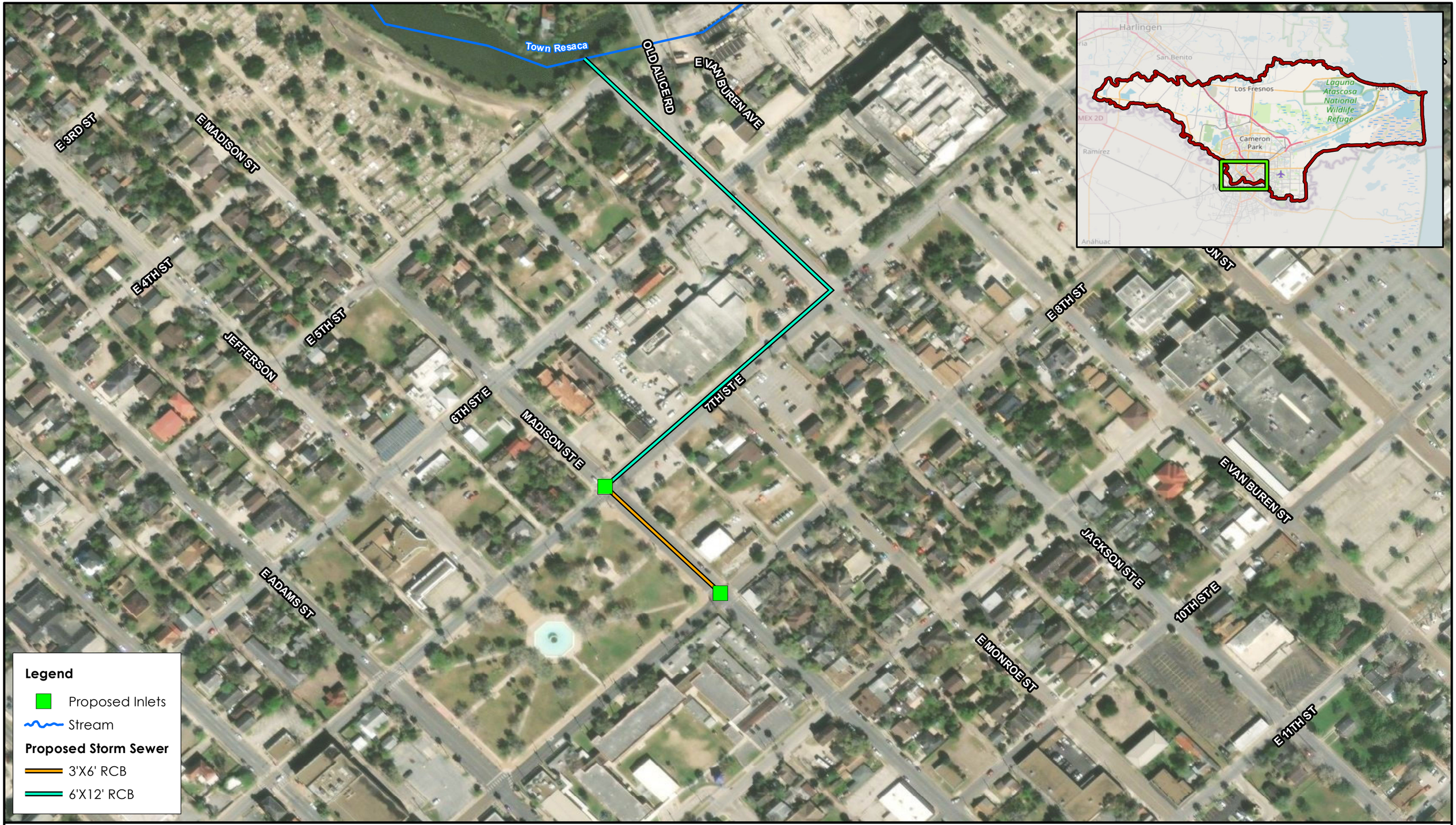
Date: 7/28/2023



Texas Water Development Board

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PROJECT LAYOUT

Project 12 Town Resaca at Washington Park

Brownsville to Port Isabel HUC-10 Watershed Study

0 200 400 Feet

1 in = 200 feet

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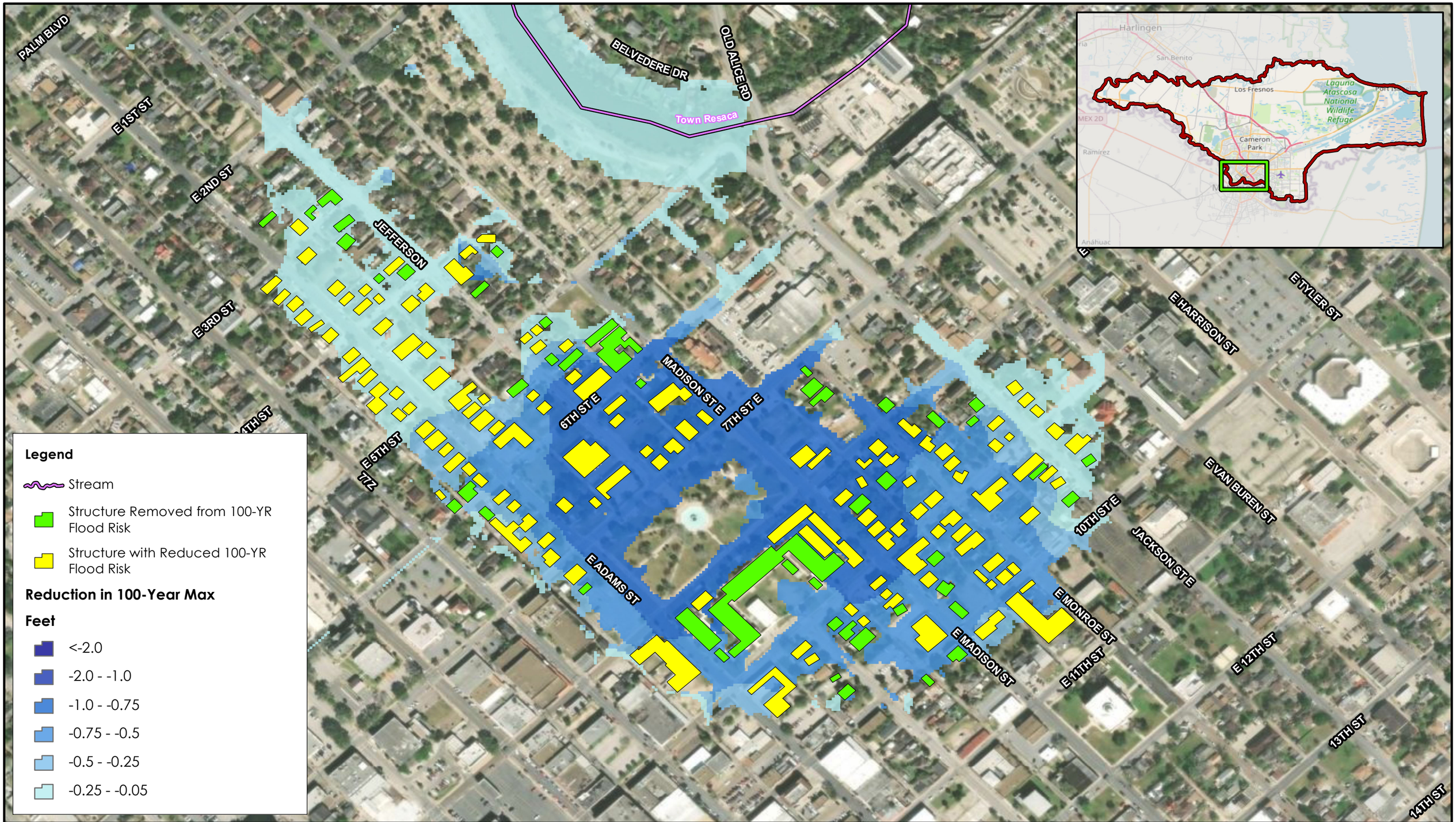
Date: 7/28/2023



Texas Water Development Board

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PROJECT BENEFITS

Project 12 Town Resaca at Washington Park

Brownsville to Port Isabel HUC-10 Watershed Study

0 300 600 Feet

1 in = 300 feet

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Date: 7/28/2023

Appendix F - Project Fact Sheets

Appendix G - Cost Estimates

Brownsville FIF
Texas Water Development Board / City of Brownsville

PROJECT: Port Isabel to Brownsville FIF - Project 1A North Main Drain and Imapala Ditch **DATE:** 07/26/23

BROWNSVILLE, TEXAS
OPINION OF PROBABLE CONSTRUCTION COSTS

SUMMARY OF QUANTITIES

Item No.	Description	Quantity	Unit	Unit Price	Total Price
	General Civil				
1	SITE PREPARATION (MOBILIZATION, UTILITY COORDINATION, FINAL GRADING) (N.T.E. 5% OF PROPOSED TOTAL)	1	EA	$ 88,595.00	$ 88,595.00
2	EROSION CONTROL, SWPPP & BMP MAINTENANCE	1	LS	$ 50,000.00	$ 50,000.00
3	CARE AND CONTROL OF WATER	1	LS	$ 50,000.00	$ 50,000.00
4	BARRICADES, SIGNS AND TRAFFIC HANDLING	1	LS	$ 50,000.00	$ 50,000.00
5	UTILITY RELOCATION	1	LS	$ 1,500,000.00	$ 1,500,000.00
	Demolition				
6	REMOVE AND DISPOSE OF ASPHALT	1100	SY	$ 20.00	$ 22,000.00
7	REMOVAL OF CONC CULV	270	LF	$ 370.00	$ 99,900.00
	New Construction				
8	CONCRETE CHANNEL LINING	74,000	SY	$ 200.00	$ 14,800,000.00
9	BRIDGE	10,400	SF	$ 135.00	$ 1,404,000.00
10	PUMPS	6	EA	$ 1,000,000.00	$ 6,000,000.00
11	EXCAVATION (OFFSITE - DISPOSAL)	69,500	CY	$ 20.00	$ 1,390,000.00
	Construction Totals				
				30% Contingency	**$ 7,636,349**
				Construction Subtotal	**$ 33,091,000**
	Other				
	ROW ACQUISITION				$ 6,705,000.00
	ENVIRONMENTAL MITIGATION (3% OF CONSTRUCTION COST)				$ 993,000.00
	ENGINEERING DESIGN FEE & SURVEY (APPROX. 18% OF CONSTRUCTION COST)				$ 6,100,000.00
				Other Subtotal	$ 13,798,000.00
				Total Capital Cost	**$ 46,889,000**

	Recurring Cost				
	DEBT SERVICE				$ 1,407,000.00
	STRUCTUAL IMPROVEMENTS				$ 112,000.00
	CHANNEL IMPROVEMENTS				$ 92,000.00
	DETENTION MAINTENANCE				$ -
				Total Recurring Cost	$ 1,611,000.00

Brownsville FIF
Texas Water Development Board / City of Brownsville

PROJECT: Port Isabel to Brownsville FIF - Project 1B North Main Drain and Four Corners **DATE:** 07/26/23

BROWNSVILLE, TEXAS
OPINION OF PROBABLE CONSTRUCTION COSTS

SUMMARY OF QUANTITIES

Item No.	Description	Quantity	Unit	Unit Price	Total Price
	General Civil				
1	SITE PREPARATION (MOBILIZATION, UTILITY COORDINATION, FINAL GRADING) (N.T.E. 5% OF PROPOSED TOTAL)	1	EA	$ 124,555.50	$ 124,555.50
2	EROSION CONTROL, SWPPP & BMP MAINTENANCE	1	LS	$ 50,000.00	$ 50,000.00
3	CARE AND CONTROL OF WATER	1	LS	$ 50,000.00	$ 50,000.00
4	BARRICADES, SIGNS AND TRAFFIC HANDLING	1	LS	$ 50,000.00	$ 50,000.00
5	UTILITY RELOCATION	1	LS	$ 1,500,000.00	$ 1,500,000.00
	Demolition				
6	CLEARING AND GRUBBING	50	ACRE	$ 15,000.00	$ 750,000.00
7	REMOVE AND DISPOSE OF ASPHALT	773	SY	$ 20.00	$ 15,460.00
8	REMOVING AND DISPOSING OF CONCRETE PAVEMENTS (ALL THICKNESSES)	290	SY	$ 25.00	$ 7,250.00
9	REMOVAL OF CONC CULV	320	LF	$ 370.00	$ 118,400.00
	New Construction				
10	CONC RCP (48")	100	LF	$ 250.00	$ 25,000.00
11	SPILLWAY	1100	SY	$ 200.00	$ 220,000.00
12	CONC RCB (10FT X 8FT)	585	LF	$ 1,275.00	$ 745,875.00
13	CEMENT COMPACTED STABILIZED SUBGRADE 6-INCH THICK	773	SY	$ 6.00	$ 4,638.00
14	10" FLEX BASE	773	SY	$ 30.00	$ 23,190.00
15	2" ASPHALT	773	SY	$ 50.00	$ 38,650.00
16	REINFORCED CONCRETE PAVEMENT 6-INCH THICK	290	SY	$ 250.00	$ 72,500.00
17	EXCAVATION (OFFSITE - DISPOSAL)	394,000	CY	$ 20.00	$ 7,880,000.00
18	HYDROMULCH SEEDING	50.0	AC	$ 4,000.00	$ 200,000.00
	Construction Totals				
				30% Contingency	**$ 3,562,656**
				Construction Subtotal	**$ 15,439,000**
	Other				
	ROW ACQUISITION				$ 14,530,000.00
	ENVIRONMENTAL MITIGATION (3% OF CONSTRUCTION COST)				$ 464,000.00
	ENGINEERING DESIGN FEE & SURVEY (APPROX. 18% OF CONSTRUCTION COST)				$ 2,850,000.00
				Other Subtotal	$ 17,844,000.00

	Total Capital Cost	**$ 33,283,000**

Recurring Cost		
	DEBT SERVICE	$ 999,000.00
	STRUCTUAL IMPROVEMENTS	$ 5,000.00
	CHANNEL IMPROVEMENTS	$ 20,000.00
	DETENTION MAINTENANCE	$ 75,000.00
	Total Recurring Cost	$ 1,099,000.00

Brownsville FIF
Texas Water Development Board / City of Brownsville

PROJECT: Port Isabel to Brownsville FIF - Project 2 Cameron County Ditch 1 at Confluence **DATE:** 07/26/23

BROWNSVILLE, TEXAS
OPINION OF PROBABLE CONSTRUCTION COSTS

SUMMARY OF QUANTITIES

Item No.	Description	Quantity	Unit	Unit Price	Total Price
	General Civil				
1	SITE PREPARATION (MOBILIZATION, UTILITY COORDINATION, FINAL GRADING) (N.T.E. 5% OF PROPOSED TOTAL)	1	EA	$ 239,030.00	$ 239,030.00
2	EROSION CONTROL, SWPPP & BMP MAINTENANCE	1	LS	$ 100,000.00	$ 100,000.00
3	CARE AND CONTROL OF WATER	1	LS	$ 50,000.00	$ 50,000.00
4	BARRICADES, SIGNS AND TRAFFIC HANDLING	1	LS	$ 50,000.00	$ 50,000.00
5	UTILITY RELOCATION	1	LS	$ 1,000,000.00	$ 1,000,000.00
	Demolition				
6	CLEARING AND GRUBBING	240	ACRE	$ 15,000.00	$ 3,600,000.00
7	REMOVE AND DISPOSE OF ASPHALT	700	SY	$ 20.00	$ 14,000.00
8	REMOVAL OF CONC CULV	180	LF	$ 370.00	$ 66,600.00
	New Construction				
9	SPILLWAY	6000	SY	$ 200.00	$ 1,200,000.00
10	CONC RCP (60")	420	LF	$ 350.00	$ 147,000.00
13	BRIDGE RAILING	200	LF	$ 35.00	$ 7,000.00
14	BRIDGE	6500	SF	$ 135.00	$ 877,500.00
15	EXCAVATION (OFFSITE - DISPOSAL)	3000000	CY	$ 15.00	$ 45,000,000.00
16	HYDROMULCH SEEDING	240.0	AC	$ 4,000.00	$ 960,000.00
	Construction Totals				
				30% Contingency	**$ 15,993,339**
				Construction Subtotal	**$ 69,305,000**
	Other				
	ROW ACQUISITION				$ 14,935,000.00
	ENVIRONMENTAL MITIGATION (3% OF CONSTRUCTION COST)				$ 2,080,000.00
	ENGINEERING DESIGN FEE & SURVEY (APPROX. 18% OF CONSTRUCTION COST)				$ 13,000,000.00
				Other Subtotal	$ 30,015,000.00
				Total Capital Cost	**$ 99,320,000**

Recurring Cost		
	DEBT SERVICE	$ 2,980,000.00
	STRUCTUAL IMPROVEMENTS	$ 12,000.00
	CHANNEL IMPROVEMENTS	$ 32,000.00
	DETENTION MAINTENANCE	$ 356,000.00
	Total Recurring Cost	$ 3,380,000.00

Brownsville FIF
Texas Water Development Board / City of Brownsville

PROJECT: Port Isabel to Brownsville FIF - Project 3 Cameron County Ditch 1 at Cameron Park **DATE:** 07/26/23

BROWNSVILLE, TEXAS
OPINION OF PROBABLE CONSTRUCTION COSTS

SUMMARY OF QUANTITIES					
Item No.	**Description**	**Quantity**	**Unit**	**Unit Price**	**Total Price**
	General Civil				
1	SITE PREPARATION (MOBILIZATION, UTILITY COORDINATION, FINAL GRADING) (N.T.E. 5% OF PROPOSED TOTAL)	1	EA	$ 27,512.50	$ 27,512.50
2	EROSION CONTROL, SWPPP & BMP MAINTENANCE	1	LS	$ 15,000.00	$ 15,000.00
3	CARE AND CONTROL OF WATER	1	LS	$ 15,000.00	$ 15,000.00
4	UTILITY RELOCATION	1	LS	$ 500,000.00	$ 500,000.00
	Demolition				
5	CLEARING AND GRUBBING	1	ACRE	$ 15,000.00	$ 15,000.00
6	REMOVAL OF CONC CULV	135	LF	$ 150.00	$ 20,250.00
	New Construction				
7	SPILLWAY	550	SY	$ 200.00	$ 110,000.00
8	CONC RCP (60")	270	LF	$ 350.00	$ 94,500.00
9	EXCAVATION (OFFSITE - DISPOSAL)	1300	CY	$ 20.00	$ 26,000.00
10	HYDROMULCH SEEDING	4400	SY	$ 0.50	$ 2,200.00
	Construction Totals				
				30% Contingency	**$ 247,638.75**
				Construction Total	**$ 1,074,000.00**
	Other				
	ROW ACQUISITION				$ 238,950.00
	ENGINEERING DESIGN FEE & SURVEY (APPROX. 23% OF CONSTRUCTION COST)				$ 250,000.00
				Other Subtotal	$ 489,000.00
				Total Capital Cost	**$ 1,563,000.00**

	Recurring Cost	
	DEBT SERVICE	$ 47,000.00
	STRUCTUAL IMPROVEMENTS	$ 2,000.00
	CHANNEL IMPROVEMENTS	$ -
	DETENTION MAINTENANCE	$ -
	Total Recurring Cost	$ 49,000.00

Brownsville FIF
Texas Water Development Board / City of Brownsville

PROJECT: Port Isabel to Brownsville FIF - Project 4 Town Resaca at West 5th Street **DATE:** 07/26/23

BROWNSVILLE, TEXAS
OPINION OF PROBABLE CONSTRUCTION COSTS

SUMMARY OF QUANTITIES

Item No.	Description	Quantity	Unit	Unit Price	Total Price
	General Civil				
1	SITE PREPARATION (MOBILIZATION, UTILITY COORDINATION, FINAL GRADING) (N.T.E. 5% OF PROPOSED TOTAL)	1	EA	$ 203,656.25	$ 203,656.25
2	EROSION CONTROL, SWPPP & BMP MAINTENANCE	1	LS	$ 30,000.00	$ 30,000.00
3	CARE AND CONTROL OF WATER	1	LS	$ 15,000.00	$ 15,000.00
4	UTILITY RELOCATION	1	LS	$ 3,000,000.00	$ 3,000,000.00
5	BARRICADES, SIGNS AND TRAFFIC HANDLING	1	LS	$ 150,000.00	$ 150,000.00
	Demolition				
6	CLEARING AND GRUBBING	20	ACRE	$ 15,000.00	$ 300,000.00
7	REMOVE AND DISPOSE OF ASPHALT	29900	SY	$ 20.00	$ 598,000.00
8	REMOVING AND DISPOSING OF CONCRETE PAVEMENTS (ALL THICKNESSES)	405	SY	$ 25.00	$ 10,125.00
	New Construction				
9	GRASS CHANNEL FINAL GRADING	1900	SY	$ 10.00	$ 19,000.00
10	INLET STRUCTURE	44	EA	$ 10,000.00	$ 440,000.00
11	CONC RCP (36")	4900	LF	$ 150.00	$ 735,000.00
12	CONC RCB (6 FT X 3 FT)	2720	LF	$ 500.00	$ 1,360,000.00
13	CONC RCB (10 FT X 5 FT)	1950	LF	$ 1,500.00	$ 2,925,000.00
14	CONC RCB (12 FT X 6 FT)	1400	LF	$ 1,800.00	$ 2,520,000.00
15	CONC BOX CULV (6 FT X 3 FT)	550	LF	$ 500.00	$ 275,000.00
16	JUNCTION BOX	20	EA	$ 20,000.00	$ 400,000.00
17	CONC RCB (5 FT X 5 FT)	1040	LF	$ 600.00	$ 624,000.00
18	RCB BEND	5	EA	$ 10,000.00	$ 50,000.00
19	HEADWALL	8	EA	$ 30,000.00	$ 240,000.00
20	CEMENT COMPACTED STABILIZED SUBGRADE 6-INCH THICK	29900	SY	$ 6.00	$ 179,400.00
21	10" FLEX BASE	29900	SY	$ 30.00	$ 897,000.00
22	2" ASPHALT	29900	SY	$ 50.00	$ 1,495,000.00
23	EXCAVATION (OFFSITE - DISPOSAL)	245000	CY	$ 20.00	$ 4,900,000.00
24	HYDROMULCH SEEDING	98000	SY	$ 0.50	$ 49,000.00
	Construction Totals				
				30% Contingency	**$ 6,424,554**
				Construction Total	**$ 27,840,000**
	Other				
	ROW ACQUISITION				$ 196,000.00
	ENVIRONMENTAL MITIGATION (3% OF CONSTRUCTION COST)				$ 836,000.00
	ENGINEERING DESIGN FEE & SURVEY (APPROX. 18% OF CONSTRUCTION COST)				$ 5,200,000.00
				Other Subtotal	$ 6,232,000.00
				Total Capital Cost	**$ 34,072,000**

	Recurring Cost	
	DEBT SERVICE	$ 1,023,000.00
	STRUCTUAL IMPROVEMENTS	$ 48,000.00
	CHANNEL IMPROVEMENTS	$ -
	DETENTION MAINTENANCE	$ 30,000.00
	Total Recurring Cost	$ 1,101,000.00

Brownsville FIF
Texas Water Development Board / City of Brownsville

PROJECT: Port Isabel to Brownsville FIF - Project 5 Cameron County Ditch 1 at Golf Center **DATE:** 07/26/23

BROWNSVILLE, TEXAS
OPINION OF PROBABLE CONSTRUCTION COSTS

SUMMARY OF QUANTITIES

Item No.	Description	Quantity	Unit	Unit Price	Total Price
	General Civil				
1	SITE PREPARATION (MOBILIZATION, UTILITY COORDINATION, FINAL GRADING) (N.T.E. 5% OF PROPOSED TOTAL)	1	EA	$ 202,180.56	$ 202,180.56
2	EROSION CONTROL, SWPPP & BMP MAINTENANCE	1	LS	$ 50,000.00	$ 50,000.00
3	CARE AND CONTROL OF WATER	1	LS	$ 30,000.00	$ 30,000.00
4	BARRICADES, SIGNS AND TRAFFIC HANDLING	1	LS	$ 30,000.00	$ 30,000.00
5	UTILITY RELOCATION	1	LS	$ 1,500,000.00	$ 1,500,000.00
	Demolition				
6	CLEARING AND GRUBBING	122	ACRE	$ 15,000.00	$ 1,830,000.00
7	REMOVING AND DISPOSING OF CONCRETE PAVEMENTS (ALL THICKNESSES)	4444	SY	$ 25.00	$ 111,111.11
8	REMOVAL OF CONC CULV	1550	LF	$ 350.00	$ 542,500.00
	New Construction				
9	GRASS CHANNEL FINAL GRADING	32500	SY	$ 10.00	$ 325,000.00
10	CONC RCB (11 FT X 11 FT)	1000	LF	$ 1,500.00	$ 1,500,000.00
11	CONC RCB (12FT X 8FT)	950	LF	$ 1,800.00	$ 1,710,000.00
12	BRIDGE	7000	SF	$ 135.00	$ 945,000.00
13	BRIDGE RAILING	150	LF	$ 50.00	$ 7,500.00
14	SPILLWAY	2000	SY	$ 200.00	$ 400,000.00
15	HEADWALL	4	EA	$ 30,000.00	$ 120,000.00
16	HYDROMULCH SEEDING	122	AC	$ 4,000.00	$ 488,000.00
17	FLAP GATE (24")	2	EA	$ 10,000.00	$ 20,000.00
18	FLAP GATE (18")	3	EA	$ 7,000.00	$ 21,000.00
19	EXCAVATION (OFFSITE - DISPOSAL)	943900	CY	$ 20.00	$ 18,878,000.00
	Construction Totals				
				30% Contingency	**$ 8,613,088**
				Construction Total	**$ 37,324,000**
	Other				
	ROW ACQUISITION				$ 76,000.00
	ENVIRONMENTAL MITIGATION (3% OF CONSTRUCTION COST)				$ 1,120,000.00
	ENGINEERING DESIGN FEE & SURVEY (APPROX. 18% OF CONSTRUCTION COST)				$ 6,950,000.00
				Other Subtotal	$ 8,146,000.00
				Total Capital Cost	**$ 45,470,000**

	Recurring Cost	
	DEBT SERVICE	$ 1,365,000.00
	STRUCTUAL IMPROVEMENTS	$ 24,000.00
	CHANNEL IMPROVEMENTS	$ 53,000.00
	DETENTION MAINTENANCE	$ 146,000.00
	Total Recurring Cost	$ 1,588,000.00

Brownsville FIF
Texas Water Development Board / City of Brownsville

PROJECT: Port Isabel to Brownsville FIF - Project 6 Los Fresnos at East 10th St. **DATE:** 07/26/23

BROWNSVILLE, TEXAS
OPINION OF PROBABLE CONSTRUCTION COSTS

SUMMARY OF QUANTITIES

Item No.	Description	Quantity	Unit	Unit Price	Total Price
	General Civil				
1	SITE PREPARATION (MOBILIZATION, UTILITY COORDINATION, FINAL GRADING) (N.T.E. 5% OF PROPOSED TOTAL)	1	EA	$ 2,750.00	$ 2,750.00
2	EROSION CONTROL, SWPPP & BMP MAINTENANCE	1	LS	$ 30,000.00	$ 30,000.00
3	CARE AND CONTROL OF WATER	1	LS	$ 15,000.00	$ 15,000.00
4	BARRICADES, SIGNS AND TRAFFIC HANDLING	1	LS	$ 20,000.00	$ 20,000.00
	Demolition				
5	REMOVE AND DISPOSE OF ASPHALT	1000	SY	$ 20.00	$ 20,000.00
	New Construction				
6	SPILLWAY	2000	SY	$ 200.00	$ 400,000.00
7	INLET STRUCTURE	8	EA	$ 10,000.00	$ 80,000.00
8	JUNCTION BOX STRUCTURE	2	EA	$ 30,000.00	$ 60,000.00
9	CONC RCB (8FT X 5FT)	630	LF	$ 550.00	$ 346,500.00
10	HEADWALL	1	EA	$ 30,000.00	$ 30,000.00
11	CEMENT COMPACTED STABILIZED SUBGRADE 6-INCH THICK	1000	SY	$ 6.00	$ 6,000.00
12	10" FLEX BASE	1000	SY	$ 30.00	$ 30,000.00
13	2" ASPHALT	1000	SY	$ 50.00	$ 50,000.00
14	EXCAVATION (OFFSITE - DISPOSAL)	82000	CY	$ 20.00	$ 1,640,000.00
	Construction Totals				
				30% Contingency	**$ 819,075**
				Construction Total	**$ 3,550,000**
	Other				
	ROW ACQUISITION				$ 213,000.00
	ENGINEERING DESIGN FEE & SURVEY (APPROX. 18% OF CONSTRUCTION COST)				$ 640,000.00
				Other Subtotal	$ 853,000.00
				Total Capital Cost	**$ 4,403,000**

	Recurring Cost		
	DEBT SERVICE	$	133,000.00
	STRUCTUAL IMPROVEMENTS	$	5,000.00
	CHANNEL IMPROVEMENTS	$	-
	DETENTION MAINTENANCE	$	11,000.00
	Total Recurring Cost	$	149,000.00

Brownsville FIF
Texas Water Development Board / City of Brownsville

PROJECT: Port Isabel to Brownsville FIF - Project 7 Cameron County Ditch 1 at Hwy 69E **DATE:** 07/26/23

BROWNSVILLE, TEXAS
OPINION OF PROBABLE CONSTRUCTION COSTS

SUMMARY OF QUANTITIES

Item No.	Description	Quantity	Unit	Unit Price	Total Price
	General Civil				
1	SITE PREPARATION (MOBILIZATION, UTILITY COORDINATION, FINAL GRADING) (N.T.E. 5% OF PROPOSED TOTAL)	1	EA	$ 30,287.00	$ 30,287.00
2	EROSION CONTROL, SWPPP & BMP MAINTENANCE	1	LS	$ 30,000.00	$ 30,000.00
3	CARE AND CONTROL OF WATER	1	LS	$ 50,000.00	$ 50,000.00
4	BARRICADES, SIGNS AND TRAFFIC HANDLING	1	LS	$ 20,000.00	$ 20,000.00
5	UTILITY RELOCATION	1	LS	$ 500,000.00	$ 500,000.00
	Demolition				
6	CLEARING AND GRUBBING	1	ACRE	$ 15,000.00	$ 15,000.00
7	REMOVE AND DISPOSE OF ASPHALT	75	SY	$ 20.00	$ 1,500.00
8	REMOVAL OF CONC CULV	52	LF	$ 370.00	$ 19,240.00
	New Construction				
9	CONCRETE CHANNEL LINING	4050	SY	$ 200.00	$ 810,000.00
10	GRASS CHANNEL FINAL GRADING	22525	SY	$ 10.00	$ 225,250.00
11	JACK AND BORE (60")	740	LF	$ 3,800.00	$ 2,812,000.00
12	BRIDGE	1900	SF	$ 135.00	$ 256,500.00
13	HEADWALL	2	EA	$ 30,000.00	$ 60,000.00
14	HYDROMULCH SEEDING	22500	SY	$ 0.50	$ 11,250.00
	Construction Totals				
				30% Contingency	**$ 1,452,308**
				Construction Total	**$ 6,294,000**
	Other				
	ROW ACQUISITION				$ 31,000.00
	ENVIRONMENTAL MITIGATION (3% OF CONSTRUCTION COST)				$ 189,000.00
	ENGINEERING DESIGN FEE & SURVEY (APPROX. 18% OF CONSTRUCTION COST)				$ 1,200,000.00
				Other Subtotal	$ 1,420,000.00
				Total Capital Cost	**$ 7,714,000**

	Recurring Cost	
	DEBT SERVICE	$ 232,000.00
	STRUCTUAL IMPROVEMENTS	$ 21,000.00
	CHANNEL IMPROVEMENTS	$ 23,000.00
	DETENTION MAINTENANCE	$ -
	Total Recurring Cost	$ 276,000.00

Brownsville FIF
Texas Water Development Board / City of Brownsville

PROJECT: Port Isabel to Brownsville FIF - Project 9 North Main Drain and Hwy 69E **DATE:** 07/26/23

BROWNSVILLE, TEXAS
OPINION OF PROBABLE CONSTRUCTION COSTS

SUMMARY OF QUANTITIES

Item No.	Description	Quantity	Unit	Unit Price	Total Price
	General Civil				
1	SITE PREPARATION (MOBILIZATION, UTILITY COORDINATION, FINAL GRADING) (N.T.E. 5% OF PROPOSED TOTAL)	1	EA	$ 106,262.50	$ 106,262.50
2	EROSION CONTROL, SWPPP & BMP MAINTENANCE	1	LS	$ 45,000.00	$ 45,000.00
3	CARE AND CONTROL OF WATER	1	LS	$ 25,000.00	$ 25,000.00
4	BARRICADES, SIGNS AND TRAFFIC HANDLING	1	LS	$ 100,000.00	$ 100,000.00
5	UTILITY RELOCATION	1	LS	$ 1,500,000.00	$ 1,500,000.00
	Demolition				
6	CLEARING AND GRUBBING	24	ACRE	$ 15,000.00	$ 360,000.00
7	REMOVE AND DISPOSE OF ASPHALT	6300	SY	$ 20.00	$ 126,000.00
8	REMOVING AND DISPOSING OF CONCRETE PAVEMENTS (ALL THICKNESSES)	570	SY	$ 25.00	$ 14,250.00
	New Construction				
9	CONC RCP (36")	90	LF	$ 150.00	$ 13,500.00
10	CONC RCP (48")	90	LF	$ 250.00	$ 22,500.00
11	CONC RCB (12FT X 5FT)	2600	LF	$ 1,500.00	$ 3,900,000.00
12	CONC RCB (10FT X 6FT)	150	LF	$ 1,275.00	$ 191,250.00
13	HEADWALL	2	EA	$ 30,000.00	$ 60,000.00
14	CEMENT COMPACTED STABILIZED SUBGRADE 6-INCH THICK	6300	SY	$ 6.00	$ 37,800.00
15	10" FLEX BASE	6300	SY	$ 30.00	$ 189,000.00
16	2" ASPHALT	6300	SY	$ 50.00	$ 315,000.00
17	EXCAVATION (OFFSITE - DISPOSAL)	366000	CY	$ 20.00	$ 7,320,000.00
18	REINFORCED CONCRETE PAVEMENT 6-INCH THICK	800	SY	$ 200.00	$ 160,000.00
19	HYDROMULCH SEEDING	114000	SY	$ 0.50	$ 57,000.00
	Construction Totals				
				30% Contingency	**$ 4,362,769**
				Construction Total	**$ 18,906,000**
	Other				
	ROW ACQUISITION				$ 9,461,000.00
	ENVIRONMENTAL MITIGATION (3% OF CONSTRUCTION COST)				$ 568,000.00
	ENGINEERING DESIGN FEE & SURVEY (APPROX. 18% OF CONSTRUCTION COST)				$ 3,600,000.00
				Other Subtotal	$ 13,629,000.00
				Total Capital Cost	**$ 32,535,000**

Recurring Cost		
	DEBT SERVICE	$ 977,000.00
	STRUCTUAL IMPROVMENTS	$ 21,000.00
	CHANNEL IMPROVMENTS	$ -
	DETENTION MAINTENANCE	$ 35,000.00
	Total Recurring Cost	$ 1,033,000.00

Brownsville FIF
Texas Water Development Board / City of Brownsville

PROJECT: Port Isabel to Brownsville FIF - Project 11A Los Fresnos West Ocean Blvd **DATE:** 07/26/23

BROWNSVILLE, TEXAS
OPINION OF PROBABLE CONSTRUCTION COSTS

SUMMARY OF QUANTITIES

Item No.	Description	Quantity	Unit	Unit Price	Total Price
	General Civil				
1	SITE PREPARATION (MOBILIZATION, UTILITY COORDINATION, FINAL GRADING) (N.T.E. 5% OF PROPOSED TOTAL)	1	EA	$ 127,650.00	$ 127,650.00
2	EROSION CONTROL, SWPPP & BMP MAINTENANCE	1	LS	$ 30,000.00	$ 30,000.00
3	CARE AND CONTROL OF WATER	1	LS	$ 15,000.00	$ 15,000.00
4	BARRICADES, SIGNS AND TRAFFIC HANDLING	1	LS	$ 50,000.00	$ 50,000.00
5	UTILITY RELOCATION	1	LS	$ 1,500,000.00	$ 1,500,000.00
	Demolition				
6	CLEARING AND GRUBBING	62	ACRE	$ 15,000.00	$ 930,000.00
7	REMOVE AND DISPOSE OF ASPHALT	300	SY	$ 20.00	$ 6,000.00
8	REMOVAL OF CONC CULV	260	LF	$ 200.00	$ 52,000.00
	New Construction				
9	CEMENT COMPACTED STABILIZED SUBGRADE 6-INCH THICK	300	SY	$ 6.00	$ 1,800.00
10	10" FLEX BASE	300	SY	$ 30.00	$ 9,000.00
11	2" ASPHALT	300	SY	$ 50.00	$ 15,000.00
12	CONC RCP (60")	120	LF	$ 350.00	$ 42,000.00
13	CONC RCB (10FT X 5FT)	1950	LF	$ 1,500.00	$ 2,925,000.00
14	HEADWALL	4	EA	$ 30,000.00	$ 120,000.00
15	EXCAVATION (OFFSITE - DISPOSAL)	520000	CY	$ 20.00	$ 10,400,000.00
16	SPILLWAY	300	SY	$ 200.00	$ 60,000.00
17	HYDROMULCH SEEDING	300000	SY	$ 0.50	$ 150,000.00
	Construction Totals				
				30% Contingency	**$ 4,930,035**
				Construction Total	**$ 21,364,000**
	Other				
	ROW ACQUISITION				$ 2,176,000.00
	ENVIRONMENTAL MITIGATION (3% OF CONSTRUCTION COST)				$ 641,000.00
	ENGINEERING DESIGN FEE & SURVEY (APPROX. 24% OF CONSTRUCTION COST)				$ 5,100,000.00
				Other Subtotal	$ 7,917,000.00
				Total Capital Cost	**$ 29,281,000**

	Recurring Cost	
	DEBT SERVICE	$ 879,000.00
	STRUCTUAL IMPROVEMENTS	$ 16,000.00
	CHANNEL IMPROVEMENTS	$ -
	DETENTION MAINTENANCE	$ 81,000.00
	Total Recurring Cost	$ 976,000.00

Brownsville FIF
Texas Water Development Board / City of Brownsville

PROJECT: Port Isabel to Brownsville FIF - Project 11B Los Fresnos West Ocean Blvd **DATE:** 07/26/23

BROWNSVILLE, TEXAS
OPINION OF PROBABLE CONSTRUCTION COSTS

SUMMARY OF QUANTITIES

Item No.	Description	Quantity	Unit	Unit Price	Total Price
	General Civil				
1	SITE PREPARATION (MOBILIZATION, UTILITY COORDINATION, FINAL GRADING) (N.T.E. 5% OF PROPOSED TOTAL)	1	EA	$ 95,775.00	$ 95,775.00
2	EROSION CONTROL, SWPPP & BMP MAINTENANCE	1	LS	$ 30,000.00	$ 30,000.00
3	CARE AND CONTROL OF WATER	1	LS	$ 15,000.00	$ 15,000.00
4	BARRICADES, SIGNS AND TRAFFIC HANDLING	1	LS	$ 35,000.00	$ 35,000.00
5	UTILITY RELOCATION	1	LS	$ 1,500,000.00	$ 1,500,000.00
	Demolition				
6	CLEARING AND GRUBBING	19	ACRE	$ 15,000.00	$ 285,000.00
7	REMOVE AND DISPOSE OF ASPHALT	400	SY	$ 20.00	$ 8,000.00
8	REMOVAL OF CONC CULV	350	LF	$ 200.00	$ 70,000.00
9	REMOVING AND DISPOSING OF CONCRETE PAVEMENTS (ALL THICKNESSES)	100	SY	$ 25.00	$ 2,500.00
	New Construction				
10	CONCRETE CHANNEL LINING	1016	SY	$ 200.00	$ 203,200.00
11	CONC RCB (10FT X 5FT)	764	LF	$ 1,500.00	$ 1,146,000.00
12	HEADWALL	4	EA	$ 30,000.00	$ 120,000.00
13	CEMENT COMPACTED STABILIZED SUBGRADE 6-INCH THICK	400	SY	$ 6.00	$ 2,400.00
14	10" FLEX BASE	400	SY	$ 30.00	$ 12,000.00
15	2" ASPHALT	400	SY	$ 50.00	$ 20,000.00
16	EXCAVATION (OFFSITE - DISPOSAL)	332000	CY	$ 20.00	$ 6,640,000.00
17	SPILLWAY	270	SY	$ 200.00	$ 54,000.00
18	HYDROMULCH SEEDING	90300	SY	$ 0.50	$ 45,150.00
	Construction Totals				
				30% Contingency	**$ 3,085,208**
				Construction Total	**$ 13,370,000**
	Other				
	ROW ACQUISITION				$ 695,000.00
	ENVIRONMENTAL MITIGATION (3% OF CONSTRUCTION COST)				$ 402,000.00
	ENGINEERING DESIGN FEE & SURVEY (APPROX. 18% OF CONSTRUCTION COST)				$ 2,500,000.00
				Other Subtotal	$ 3,597,000.00
				Total Capital Cost	**$ 16,967,000**

	Recurring Cost	
	DEBT SERVICE	$ 510,000.00
	STRUCTUAL IMPROVEMENTS	$ 8,000.00
	CHANNEL IMPROVEMENTS	$ -
	DETENTION MAINTENANCE	$ 29,000.00
	Total Recurring Cost	$ 547,000.00

Brownsville FIF
Texas Water Development Board / City of Brownsville

PROJECT: Port Isabel to Brownsville FIF - Project 12 Town Resaca at Washington Park **DATE:** 07/26/23

BROWNSVILLE, TEXAS
OPINION OF PROBABLE CONSTRUCTION COSTS

SUMMARY OF QUANTITIES

Item No.	Description	Quantity	Unit	Unit Price	Total Price
	General Civil				
1	SITE PREPARATION (MOBILIZATION, UTILITY COORDINATION, FINAL GRADING) (N.T.E. 5% OF PROPOSED TOTAL)	1	EA	$ 132,330.69	$ 132,330.69
2	EROSION CONTROL, SWPPP & BMP MAINTENANCE	1	LS	$ 30,000.00	$ 30,000.00
3	CARE AND CONTROL OF WATER	1	LS	$ 15,000.00	$ 15,000.00
4	BARRICADES, SIGNS AND TRAFFIC HANDLING	1	LS	$ 50,000.00	$ 50,000.00
5	UTILITY RELOCATION	1	LS	$ 2,000,000.00	$ 2,000,000.00
	Demolition				
6	CLEARING AND GRUBBING	1	ACRE	$ 15,000.00	$ 15,000.00
7	REMOVE AND DISPOSE OF ASPHALT	4694	SY	$ 20.00	$ 93,888.89
8	REMOVING AND DISPOSING OF CONCRETE PAVEMENTS (ALL THICKNESSES)	275	SY	$ 25.00	$ 6,875.00
9	REMOVAL OF CONC CULV	1331	LF	$ 350.00	$ 465,850.00
	New Construction				
10	JUNCTION BOX STRUCTURE	2	EA	$ 30,000.00	$ 60,000.00
11	INLET STRUCTURE	12	EA	$ 10,000.00	$ 120,000.00
12	TRENCH SAFETY SYSTEM	1690	SY	$ 10.00	$ 16,900.00
13	CONC RCB (12 FT X 6 FT)	1331	LF	$ 1,800.00	$ 2,395,800.00
14	CONC RCB (6 FT X 3 FT)	359	LF	$ 500.00	$ 179,500.00
15	HEADWALL	1	EA	$ 30,000.00	$ 30,000.00
16	CEMENT COMPACTED STABILIZED SUBGRADE 6-INCH THICK	4694	SY	$ 6.00	$ 28,166.67
17	10" FLEX BASE	4694	SY	$ 30.00	$ 140,833.33
18	2" ASPHALT	4694	SY	$ 50.00	$ 234,722.22
19	REINFORCED CONCRETE PAVEMENT 6-INCH THICK	275	SY	$ 200.00	$ 55,000.00
20	HYDROMULCH SEEDING	5000	SY	$ 0.50	$ 2,500.00
	Construction Totals				
				30% Contingency	**$ 1,821,710**
				Construction Total	**$ 7,895,000**
	Other				
	ENGINEERING DESIGN FEE & SURVEY (APPROX. 11% OF CONSTRUCTION COST)				$ 850,000.00
				Other Subtotal	$ 850,000.00
				Total Capital Cost	**$ 8,745,000**

	Recurring Cost	
	DEBT SERVICE	$ 263,000.00
	STRUCTUAL IMPROVEMENTS	$ 14,000.00
	CHANNEL IMPROVEMENTS	$ -
	DETENTION MAINTENANCE	$ -
	Total Recurring Cost	$ 277,000.00

Appendix H - TWDB Flood Mitigation Project Table

General Information																				
FMP ID	RFPG No.	RFPG Name	FMP Name	Description	Associated Goals (ID)	Counties	HUC 12s	Watersheds	Project Type	Project Source	Project Area	Flood Risk Type	Sponsor	Entities with Oversight	Emergency Need	Estimated Project Cost	Recurring Cost	Funded?
	15	Lower Rio Grande	Port Isabel to Brownsville FIF - Project 1A North Main Drain and Imapala Ditch	Channel, culvert road crossing, and pump station improvements on North Main Drain and Impala Ditch between International Blvd and the Impala Pump Station	15000031, 15000032	Cameron County	121102080900	15000097	Channel	TWDB FIF	3.2	Riverine	City of Brownsville	City of Brownsville	No	$46,976,000	$1,614,000	No
	15	Lower Rio Grande	Port Isabel to Brownsville FIF - Project 1B North Main Drain and Four Corners	Channel and culvert improvements along with one detention pond on North Main Drain between Rockwell Dr and Boca Chica Blvd	15000031, 15000032	Cameron County	121102080900	15000097	Detention	TWDB FIF	3.2	Riverine	City of Brownsville	City of Brownsville	No	$33,318,000	$1,100,000	No
	15	Lower Rio Grande	Port Isabel to Brownsville FIF - Project 2 Cameron County Ditch 1 at Confluence	Five large detention ponds on Cameron County Ditch 1 (CCD1) between Paredes Ln and Ruben Torress Blvd along with improvements to a culvert crossing on the CCD1 tributary.	15000031, 15000033	Cameron County	121102080900	15000097	Detention	TWDB FIF	0.2	Riverine	City of Brownsville	City of Brownsville, Cameron County Drainage District 1	No	$99,275,000	$3,379,000	No
	15	Lower Rio Grande	Port Isabel to Brownsville FIF - Project 3 Cameron County Ditch 1 at Cameron Park	Five extreme event storm sewer and overflow routing improvements for the Cameron Park neighborhood along Avenida Florencia.	15000031, 15000034	Cameron County	121102080900	15000097	Storm Drain	TWDB FIF	3.2	Riverine	City of Brownsville	City of Brownsville, Cameron County Drainage District 1	No	$1,569,000	$50,000	No
	15	Lower Rio Grande	Port Isabel to Brownsville FIF - Project 4 Town Resaca at West 5th Street	Storm sewer improvements near Palm Blvd, W 5th Street, Ebony St, and Ramireno Ln. along with a detention pond.	15000031, 15000035	Cameron County	121102080900	15000097	Storm Sewer	TWDB FIF	0.6	Local	City of Brownsville	City of Brownsville	No	$34,077,000	$1,101,000	No
	15	Lower Rio Grande	Port Isabel to Brownsville FIF - Project 5 Cameron County Ditch 1 at Golf Center	Channel and roadway crossing improvements on Cameron County Ditch 1 between Pablo Kisel Blvd and Dana Ave. Also incldes improvements to a man-made lake spillway andconversion of the city-owned golf course into a multi-use detention pond.	15000031, 15000036	Cameron County	121102080900	15000097	Detention	TWDB FIF	3.1	Riverine	City of Brownsville	City of Brownsville, Cameron County Drainage District 1	No	$45,497,000	$1,588,000	No
	15	Lower Rio Grande	Port Isabel to Brownsville FIF - Project 6 Los Fresnos at East 10th St.	Four extreme event storm sewer and overflow routing improvements on E 8th, E 9th, and E 10th streets along with a detention pond.	15000031, 15000037	Cameron County	121102080900	15000097	Storm Drain	TWDB FIF	0.2	Local	City of Los Fresnos	City of Los Fresnos	No	$4,419,000	$149,000	No
	15	Lower Rio Grande	Port Isabel to Brownsville FIF - Project 7 Cameron County Ditch 1 at Hwy 69E	Channel and roadway crossing improvements on Cameron County Ditch 1 between Laredo Rd and Pablo Kisel Blvd	15000031, 15000038	Cameron County	121102080900	15000097	Channel	TWDB FIF	1.8	Riverine	City of Brownsville	City of Brownsville, Cameron County Drainage District 1, TxDOT	No	$7,691,000	$275,000	No
	15	Lower Rio Grande	Port Isabel to Brownsville FIF - Project 9 North Main Drain and Hwy 69E	Detention pond and storm sewer improvements on North Main Drain, west of Price Road and 69E.	15000031, 15000039	Cameron County	121102080900	15000097	Detention	TWDB FIF	2.3	Riverine	City of Brownsville	City of Brownsville	No	$32,468,000	$1,031,000	No
	15	Lower Rio Grande	Port Isabel to Brownsville FIF - Project 11A Los Fresnos West Ocean Blvd	Channel and culvert crossing improvements along with a detention pond near TX-100 and Orive Blvd	15000031, 15000040	Cameron County	121102080900	15000097	Comprehensive	TWDB FIF	0.7	Local	City of Los Fresnos	City of Los Fresnos, Cameron County, TxDOT	No	$29,326,000	$977,000	No
	15	Lower Rio Grande	Port Isabel to Brownsville FIF - Project 11B Los Fresnos West Ocean Blvd	Channel and culvert crossing improvements along with a detention pond near TX-100 and Evergreen St	15000031, 15000041	Cameron County	121102080900	15000097	Comprehensive	TWDB FIF	0.3	Local	City of Los Fresnos	City of Los Fresnos, Cameron County, TxDOT	No	$16,965,000	$546,000	No
	15	Lower Rio Grande	Port Isabel to Brownsville FIF - Project 12 Town Resaca at Washington Park	Storm sewer improvements on E Madison St, E 7th St, and E Jackson St	15000031, 15000042	Cameron County	121102080900	15000097	Storm Drain	TWDB FIF	0.2	Local	City of Brownsville	City of Brownsville	No	$8,685,000	$275,000	No

				Flood Risk Information																				
				Flood Risk											Reduction in Flood Risk									
FMP ID	RFPG No.	RFPG Name	FMP Name	Area in 100-year (1% ACE) Floodplain (sq mi)	Area in 500-year (0.2% ACE) Floodplain (sq mi)	Estimated Number of Structures at 100-year (1% ACE) Flood Risk	Estimated Number of Structures at 500-year (0.2% ACE) Flood Risk	Residential Structures at 100-year (1% ACE) Flood Risk	Estimated Population at 100-year (1% ACE)Flood Risk	Critical Facilities at 100-year (1% ACE) Flood Risk	Number of Low Water Crossings 100-year (1% ACE) at Flood Risk	Estimated Length of Roads at 100-year (1% ACE) Flood Risk (mi)	Estimated Number of Road Closures	Estimated Farm & Ranch Land at 100-year (1% ACE) Flood Risk (ac)	Number of Structures with Reduced 100-year (1% ACE) Flood Risk	Number of Structures Removed from 100-year (1% ACE) Flood Risk	Number of Structures Removed from 500-year (0.2% ACE) Flood Risk	Residential Structures Removed from 100-year (1% ACE) Flood Risk	Estimated Population Removed from 100-year (1% ACE) Flood Risk	Critical Facilities Removed from 100-year (1% ACE) Flood Risk	Low Water Crossings Removed from 100-year (1% ACE) Flood Risk	Estimated Length of Roads Removed from 100-year (1% ACE) Flood Risk (mi)	Estimated Reduction in Road Closure Occurances	Estimated Farm & Ranch Land Removed from 100-year (1% ACE) Flood Risk	Estimated Reduction in Facilities (if available)	Estimated Reduction in Injuries (if available)
	15	Lower Rio Grande	Port Isabel to Brownsville FIF - Project 1A North Main Drain and Imapala Ditch	1.69	2.20	1275	2,043	1,084	10,441	3	0	32.2	210	42.6	176	131	0	116	450	0	0	0	0	0.0	N/A	N/A
	15	Lower Rio Grande	Port Isabel to Brownsville FIF - Project 1B North Main Drain and Four Corners	1.58	2.04	1384	2,132	1,171	10,867	3	0	27.8	165	30.3	417	83	0	83	289	0	0	1	41	0.0	N/A	N/A
	15	Lower Rio Grande	Port Isabel to Brownsville FIF - Project 2 Cameron County Ditch 1 at Confluence	2.63	3.00	1353	1,806	1,103	5,452	0	0	25.6	110	356.3	834	281	96	237	1,036	0	0	4	1	49.6	N/A	N/A
	15	Lower Rio Grande	Port Isabel to Brownsville FIF - Project 3 Cameron County Ditch 1 at Cameron Park	0.13	0.15	296	387	290	1,343	0	0	3.7	6	0.0	149	130	22	128	655	0	0	0	0	0.0	N/A	N/A
	15	Lower Rio Grande	Port Isabel to Brownsville FIF - Project 4 Town Resaca at West 5th Street	0.32	0.39	574	748	483	2,989	1	0	11.4	46	0.2	469	71	22	65	220	0	0	0	0	0.0	N/A	N/A
	15	Lower Rio Grande	Port Isabel to Brownsville FIF - Project 5 Cameron County Ditch 1 at Golf Center	1.86	2.19	697	1,437	666	3,190	2	0	44.6	221	170.8	214	399	242	390	1,038	0	0	1	0	5.2	N/A	N/A
	15	Lower Rio Grande	Port Isabel to Brownsville FIF - Project 6 Los Fresnos at East 10th St.	0.13	0.14	209	250	206	512	0	0	3.2	9	1.4	100	92	79	92	240	0	0	0	0	0.5	N/A	N/A
	15	Lower Rio Grande	Port Isabel to Brownsville FIF - Project 7 Cameron County Ditch 1 at Hwy 69E	1.12	1.36	458	1,143	430	2,428	1	0	18.9	61	107.5	152	191	215	187	883	0	0	0	0	2.1	N/A	N/A
	15	Lower Rio Grande	Port Isabel to Brownsville FIF - Project 9 North Main Drain and Hwy 69E	1.05	1.36	703	1,052	500	12,713	5	0	23.9	96	2.1	465	84	0	59	753	1	0	0	0	0.0	N/A	N/A
	15	Lower Rio Grande	Port Isabel to Brownsville FIF - Project 11A Los Fresnos West Ocean Blvd	0.57	0.62	115	172	87	1,101	2	0	0.8	4	180.2	53	60	68	40	149	0	0	0	0	15.0	N/A	N/A
	15	Lower Rio Grande	Port Isabel to Brownsville FIF - Project 11B Los Fresnos West Ocean Blvd	0.19	0.21	39	82	23	809	1	0	2.0	13	30.8	22	17	6	6	122	0	0	2	0	0.0	N/A	N/A
	15	Lower Rio Grande	Port Isabel to Brownsville FIF - Project 12 Town Resaca at Washington Park	0.10	0.12	203	224	166	1,845	1	0	3.8	18	0.9	144	48	14	35	627	1	0	0	0	0.2	N/A	N/A

				Other Benefits														
FMP ID	RFPG No.	RFPG Name	FMP Name	Pre-Project Level of Service	Post-Project Level of Service	Cost per Structure Removed	Percent Nature-Based Solution (by cost)	Negative Impact Caused by Project?	Negative Impact Mitigation	Water Supply Benefits	Other Benefits	Residual Risks	Issues	Recommended?	Reason for recommendation	Social Vulnerability Index (SVI)	Traffic Count for Low Water Crossings	Benefit Cost Ratio
	15	Lower Rio Grande	Port Isabel to Brownsville FIF - Project 1A North Main Drain and Imapala Ditch	< 10-Year	< 10-Year	$358,600	0%	No	N/A	No	N/A	Increase in flood risk if Imapala Pump Station fails	Environmental Permitting, ROW Acquisition Required, Potential Utility Relocation, Temporary Road Closures	N/A	N/A	0.92	N/A	0.35
	15	Lower Rio Grande	Port Isabel to Brownsville FIF - Project 1B North Main Drain and Four Corners	< 10-Year	< 10-Year	$401,400	0%	No	N/A	No	N/A	Pontential increase in downstream flood risk if detention pond is not maintaned and, as a result, inflow structure fails	Environmental Permitting, ROW Acquisition Required, Potential Utility Relocation, Temporary Road Closures	N/A	N/A	0.94	N/A	0.05
	15	Lower Rio Grande	Port Isabel to Brownsville FIF - Project 2 Cameron County Ditch 1 at Confluence	10-Year	50-Year	$353,300	0%	No	N/A	No	N/A	N/A	Environmental Permitting, ROW Acquisition Required, Potential Utility Relocation, Temporary Road Closures	N/A	N/A	0.90	N/A	0.25
	15	Lower Rio Grande	Port Isabel to Brownsville FIF - Project 3 Cameron County Ditch 1 at Cameron Park	<10-Year	25-Year	$12,070	0%	No	N/A	No	N/A	N/A	ROW Acquisition Required, Potential Utility Relocation, Temporary Road Closures	N/A	N/A	0.93	N/A	3.47
	15	Lower Rio Grande	Port Isabel to Brownsville FIF - Project 4 Town Resaca at West 5th Street	<10-Year	10year	$480,000	0%	No	Detention	No	N/A	N/A	Environmental Permitting, ROW Acquisition Required, Potential Utility Relocation, Temporary Road Closures	N/A	N/A	0.96	N/A	0.74
	15	Lower Rio Grande	Port Isabel to Brownsville FIF - Project 5 Cameron County Ditch 1 at Golf Center	10-Year	10-Year	$114,000	0%	No	N/A	No	N/A	Pontential of increase in downstream flood risk if detention pond inflow structures is not regularly maintained	Environmental Permitting, ROW Acquisition Required, Potential Utility Relocation, Coordination With Properties Along Golf Course, Temporary Road Closures	N/A	N/A	0.64	N/A	0.22
	15	Lower Rio Grande	Port Isabel to Brownsville FIF - Project 6 Los Fresnos at East 10th St.	<10-Year	10-Year	$48,000	0%	No	Detention	No	N/A	Pontential of increase in downstream flood risk if detention pond inflow structure is not regularly maintained and, as a result, fails	Environmental Permitting, ROW Acquisition Required, Potential Utility Relocation, Temporary Road Closures	N/A	N/A	0.81	N/A	1.10
	15	Lower Rio Grande	Port Isabel to Brownsville FIF - Project 7 Cameron County Ditch 1 at Hwy 69E	25-Year	100-Year	$40,300	0%	No	N/A	No	N/A	N/A	Environmental Permitting, ROW Acquisition Required, Potential Utility Relocation, Temporary Road Closures, Permitting with TxDOT	N/A	N/A	0.65	N/A	0.63
	15	Lower Rio Grande	Port Isabel to Brownsville FIF - Project 9 North Main Drain and Hwy 69E	10-Year	10-Year	$386,500	0%	No	N/A	No	N/A	N/A	Environmental Permitting, ROW Acquisition Required, Potential Utility Relocation, Temporary Road Closures	N/A	N/A	0.92	N/A	0.19
	15	Lower Rio Grande	Port Isabel to Brownsville FIF - Project 11A Los Fresnos West Ocean Blvd	10-Year	25-Year	$488,800	0%	No	Detention	No	N/A	Pontential of increase in downstream flood risk if detention pond inflow structure is not regularly maintained and, as a result, fails	Environmental Permitting, ROW Acquisition Required, Potential Utility Relocation, Temporary Road Closures, Permitting with TxDOT, open excavate a state highway to install culverts	N/A	N/A	0.85	N/A	0.09
	15	Lower Rio Grande	Port Isabel to Brownsville FIF - Project 11B Los Fresnos West Ocean Blvd	10-Year	50-Year	$997,900	0%	No	Detention	No	N/A	Pontential of increase in downstream flood risk if detention pond inflow structure is not regularly maintained and, as a result, fails	Environmental Permitting, ROW Acquisition Required, Potential Utility Relocation, Temporary Road Closures, Permitting with TxDOT, open excavate a state highway to install culverts	N/A	N/A	0.83	N/A	0.14
	15	Lower Rio Grande	Port Isabel to Brownsville FIF - Project 12 Town Resaca at Washington Park	<10-Year	25-Year	$180,900	0%	No	N/A	No	N/A	N/A	Potential Utility Relocation, Temporary Road Closures	N/A	N/A	0.98	N/A	0.59

Appendix I - Supporting Data

1. GIS Data
2. As-builts Drawings
3. Site Visit Data
4. Survey Data
5. Previous Studies
6. Models
7. Calibration Data
8. Benefit Analysis Data

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Juan Velez, Historict Preservation Officer
Date:	Tuesday, September 5, 2023
Agenda #:	Consideration and **ACTION** to authorize the City Manager to negotiate and execute documents to purchase real property located at 1526 and 1534 E. Jackson St. for Phase II of the Jackson Street Neighborhood Stabilization Project in the amount of $150,000, as budgeted. (Planning and Redevelopment Services)

Summary:
In 2022, the City of Brownsville (COB) and CDCB collaborated to acquire and redevelop six residential structures located at the intersection of Jackson Street and E. 16th Street. The site consisted of two lots with six residential structures. The property owner initially planned to demolish the structures and construct a law office and parking lot. Several of the structures possessed unique architectural features and were also identified with a local family important to the development of Brownsville. CDCB acquired the structures and developed and implemented a renovation and restoration project for all six structures. The COB agreed to fund the costs of historical preservation. Eventually, historic preservation costs were covered by CDCB. When the construction was completed, the six structures, eleven housing units, were immediately leased and now contribute to the supply of affordable housing units supporting the downtown and university neighborhoods.

Project Scope and Analysis:
The COB will acquire and secure the two properties. Once stabilized, the Planning Department will develop a renovation and restoration scope of work for the properties. The department recommends engaging CDCB to perform project design, project and construction management services, and ongoing property management services. The department recommends that ownership remain with the COB.

Funding:

Source: 01-610-852

Amount: $150,000

Local Contribution if Applicable:

Recommendation:
Staff recommends approval

Commission Pillar:
Planning & Redevelopment / Economic and Community Development

Attachments:
1. 2023-7090-City Brownsville-1534 E Jackson St
2. 2023-7090-City Brownsville-1526 E Jackson St

APPRAISAL REPORT
REAL ESTATE APPRAISAL

Of
Single-Family Residence



1534 E Jackson St
Brownsville, Cameron County, Texas, 78520

As of
June 22, 2023

Prepared For
Mr. Juan Velez
City of Brownsville Planning & Redevelopment Services
1034 E Levee St, 2nd Floor
Brownsville, Texas, 78520

Prepared by
PROFESSIONAL APPRAISAL SERVICES INC.
John Malcom, MAI, AI-GRS, SR/WA, CCIM
Texas-1320239-G

File Name:
PAS 2023-7090

PROFESSIONAL APPRAISAL SERVICES, INC.

140 Emerald Garden Rd
San Marcos, Texas, 78666

956-687-9535
Email : jmalcom@proappraisal.com

July 10, 2023

Mr. Juan Velez
1034 E Levee St, 2nd Floor
Brownsville, Texas 78520

Re: Appraisal Report, Real Estate Appraisal
Single-Family Residence
1534 E Jackson St
Brownsville, Cameron County, Texas, 78520

Dear Mr. Velez:

At your request, we have prepared an appraisal according to the engagement letter terms in the addendum, and under standards and reporting requirements of the Uniform Standards of Professional Appraisal Practice (USPAP) adopted by the Appraisal Standards Board of the Appraisal Foundation.

This is an Appraisal Report as defined by the Uniform Standard of Appraisal Practice under Standards Rule 2-2(a). This format provides a detailed and complete description of the appraisal process, subject data, and valuation. The approaches employed in the appraisal report are considered within the industry to be sufficient to develop credible assignment results in solving the appraisal problem.

The report is intended for the use by the client, City of Brownsville Planning & Redevelopment Services. Under USPAP the appraisers require written authorization to discuss assignment results or confidential information with anyone except the client. This report is also subject to review by duly authorized representatives of the Appraisal Institute, and the State of Texas real estate appraisal subcommittee of the Texas Real Estate Commission. Use of this report by other, for any reason, is not authorized. No one else, or any other entities, may rely on this appraisal.

This report has been prepared for the purpose of estimating the 'as is' market value of the subject property as of June 22, 2023, for the Fee Simple interest.

This is a real estate appraisal that includes both real estate and any furniture, fixtures, or equipment (FF&E) necessary to operate the property.

The terms Extraordinary Assumptions and Hypothetical Conditions are defined within the Glossary section of this report, and when used may have significant impact on appraisal observations and conclusions when present.

Hypothetical Conditions:

- There are no hypothetical conditions for this appraisal.

Extraordinary Assumptions:

- There are no Extraordinary Assumptions for this appraisal.

Please reference page 5 of this report for important information regarding the scope of research and analysis for this appraisal, including property identification, inspection, highest and best use analysis and valuation methodology.

We certify that we have no present or contemplated future interest in the property beyond this estimate of value. The appraiser has not performed any prior services regarding the subject within the previous three years of the appraisal date.

The subject property for valuation purposes is briefly described as follow:

The subject property is situated on the southerly side of Jackson Street between East 15th Street and East 16th Street in the downtown area of Brownsville, Texas. The physical address is 1534 E Jackson Street. It includes an approximate 1,522 single-family residence consisting of three bedrooms and one full bath. The property owner is Yvonne Shears.

Based on the appraisal described in the accompanying report, subject to the Limiting Conditions and Assumptions, Extraordinary Assumptions and Hypothetical Conditions, we have made the following value conclusion(s):

Current As Is Market Value: The "As Is" market value of the Fee Simple estate of the property, as of June 22, 2023, is

$75,000
Seventy Five Thousand Dollars

The market value conclusion is representative of real property only and does not include any personal property or FF&E.

Exposure time is defined as the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of appraisal. Exposure time is always retrospective based upon an analysis of past events in a competitive and open market. Based on a review of the comparable sales presented and current market conditions, the market exposure time preceding June 22, 2023 would have been 12 months and the estimated marketing period as of June 22, 2023 is 12 months.

We trust this report satisfies the conditions of your request. Please call on us if any item is not clear or if further amplification of any point in this report would be helpful. Thank you for the confidence placed in us by virtue of this assignment and for the opportunity of providing our appraisal and consultation services to you.

Respectfully submitted,
Professional Appraisal Services Inc.





John Malcom, MAI, AI-GRS, SR/WA,
CCIM - Texas-1320239-G

Brandon Terry, SRA, SR/WA
TX-1338768-G

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Summary of Important Facts and Conclusions

GENERAL	
Subject:	Single-Family Residence 1534 E Jackson St Brownsville, Cameron County, Texas, 78520 An approximate 1,522 square foot residence
Owner:	Yvonne Shears
Legal Description:	Lot 3, Block 148, Brownsville Original Townsite, Brownsville, Cameron County, Texas.
Date of Report:	July 10, 2023
Intended Use:	The intended use is for possible funding for rehabilitation of historic structures.
Intended User(s):	The client, City of Brownsville Planning & Redevelopment Services.
Zoning:	General Retail
Highest and Best Use of the Site:	Residential development
Highest and Best Use as Improved:	Continued use of the improvements for residential use.
Type of Value:	Market Value

Assessment:

Real Estate Assessment and Taxes					
Tax ID	**Land**	**Improvements**	**Total**	**Tax Rate**	**Taxes**
01-0000-1480-0030-00	$49,800	$53,113	$102,913	$2.4787	$2,551

Land:

Land Summary						
Parcel ID	Gross Land Area (Acres)	Gross Land Area (Sq Ft)	Usable Land Area (Acres)	Usable Land Area (Sq Ft)	Topography	Shape
Subject	0.138	6,000	0.138	6,000	Level	Rectangular

Improvements:

Building Summary					
Building Name/ID	Year Built	Condition	Number of Stories	Gross Building Area	Gross Living Area
Subject	1950	Average	1	1,522	1,522

VALUE INDICATIONS

Cost Approach:	N/A
Sales Comparison:	$75,000
Income Approach:	N/A

Reconciled Value:	**As Is**
Value Conclusion	$75,000
Effective Date	June 22, 2023
Property Rights	Fee Simple

Limiting Conditions and Assumptions

Acceptance of and/or use of this report constitutes acceptance of the following limiting conditions and assumptions; these can only be modified by written documents executed by both parties.

This appraisal is to be used only for the purpose stated herein. While distribution of this appraisal in its entirety is at the discretion of the client, individual sections shall not be distributed; this report is intended to be used in whole and not in part.

No part of this appraisal, its value estimates or the identity of the firm or the appraiser(s) may be communicated to the public through advertising, public relations, media sales, or other media.

All files, work papers and documents developed in connection with this assignment are the property of Professional Appraisal Services Inc.. Information, estimates and opinions are verified where possible, but cannot be guaranteed. Plans provided are intended to assist the client in visualizing the property; no other use of these plans is intended or permitted.

No hidden or unapparent conditions of the property, subsoil or structure, which would make the property more or less valuable, were discovered by the appraiser(s) or made known to the appraiser(s). No responsibility is assumed for such conditions or engineering necessary to discover them. Unless otherwise stated, this appraisal assumes there is no existence of hazardous materials or conditions, in any form, on or near the subject property.

Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyl, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, was not called to the attention of the appraiser nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test for such substances. The presence of such hazardous substances may affect the value of the property. The value opinion developed herein is predicated on the assumption that no such hazardous substances exist on or in the property or in such proximity thereto, which would cause a loss in value. No responsibility is assumed for any such hazardous substances, nor for any expertise or knowledge required to discover them.

Unless stated herein, the property is assumed to be outside of areas where flood hazard insurance is mandatory. Maps used by public and private agencies to determine these areas are limited with respect to accuracy. Due diligence has been exercised in interpreting these maps, but no responsibility is assumed for misinterpretation.

Good title, free of liens, encumbrances and special assessments is assumed. No responsibility is assumed for matters of a legal nature. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.

Necessary licenses, permits, consents, legislative or administrative authority from any local, state or Federal government or private entity are assumed to be in place or reasonably obtainable.

It is assumed there are no zoning violations, encroachments, easements or other restrictions which would affect the subject property, unless otherwise stated.

The appraiser(s) are not required to give testimony in Court in connection with this appraisal. If the appraisers are subpoenaed pursuant to a court order, the client agrees to pay the appraiser(s) Professional Appraisal Services Inc.'s regular per diem rate plus expenses.

Appraisals are based on the data available at the time the assignment is completed. Amendments/modifications to appraisals based on new information made available after the appraisal was completed will be made, as soon as reasonably possible, for an additional fee.

The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

All engineering studies are assumed to be correct. Any plot plans or illustrative material in this report are included only to help the reader visualize the property.

It is assumed that the property is in full compliance with all applicable federal, state and local environmental regulations and laws unless the lack of compliance is stated, described and considered in the appraisal.

It is assumed that the property conforms to all applicable zoning and us regulations and restrictions unless non-conformity has been identified, described and considered in the appraisal.

It is assumed that the land and improvements is confined within the boundaries or property lines of the property described and considered in the appraisal.

By reason of the report, there is no requirement to testify with the reference to the property herein appraised, unless arrangements have been previously arranged.

Americans with Disabilities Act (ADA) of 1990
A civil rights act passed by Congress guaranteeing individuals with disabilities equal opportunity in public accommodations, employment, transportation, government services, and telecommunications. Statutory deadlines become effective on various dates between 1990 and 1997. Professional Appraisal Services Inc. has not made a determination regarding the subject's ADA compliance or non-compliance**. Non-compliance could have a negative impact on value, however this has not been considered or analyzed in this appraisal**.

INTRODUCTION

PURPOSE OF THE APPRAISAL REPORT

This report has been prepared for the purpose of estimating the 'as is' market value of the subject property as of June 22, 2023.

CLIENT, INTENDED USER & USE OF THE APPRAISAL REPORT

This report is intended for use by the client, City of Brownsville Planning & Redevelopment Services. And the intended use is for possible funding for rehabilitation of historic structures. Under USPAP, the appraiser requires written authorization to discuss assignment results or confidential information with anyone except the client. Use of this report by others is not intended by the appraiser.

According to the client, the intended use is for possible funding for rehabilitation of historic structures.

DEFINITION OF FAIR MARKET VALUE

The focus of the appraisal problem for the assignment is Market Value. Both economic and legal definitions of Market Value have been developed and refined by numerous entities for a number of different purposes. The economic definition agreed upon by federal financial institutions in the United States and intended in this appraisal is:

The most probable price which a property should bring in a competitive and open market under all condition's requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;

2. Both parties are well informed or well advised, and acting in what they consider their own best interests;

3. A reasonable time is allowed for exposure in the open market;

4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and

5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

This definition is suggested by FIRREA of 1989-Title XI and its updates, the Uniform Standards of Professional Appraisal Practice (USPAP), the Appraisal Institute and Federal Deposit Insurance Corporation.

Source: 12 CFR 34.42
Code of Federal Regulations: Title 12; Banks and Banking; Chapter I–Comptroller of The Currency, Department of The Treasury; Part 34–Real Estate Lending and Appraisals–Subpart C–Appraisals Sec. 34.42 Definitions; Revised as of January 1, 2000.

PROPERTY RIGHTS APPRAISED

The property rights appraised include the Fee Simple estate interest in the subject property on an as is basis. Fee Simple estate is defined as follows:

A **Fee Simple** interest is defined[1] as:

> Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

ASSIGNMENT CONDITIONS

Extraordinary Assumptions and Hypothetical Conditions may affect the assignment results. Definitions of these terms are obtained from the Appraisal Foundations Uniform Standards of Appraisal Practice (USPAP) 2022-2023 Edition.

Extraordinary Assumption

An extraordinary assumption is uncertain information accepted as fact and defined as:

> *An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.*

- There are no Extraordinary Assumptions for this appraisal.

Hypothetical Condition

A hypothetical condition is a condition contrary to know fact on the date of appraisal and is defined as:

> *A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.*

- There are no hypothetical conditions for this appraisal.

[1] Appraisal Institute, The Dictionary of Real Estate Appraisal, 6th ed. (Chicago: Appraisal Institute, 2015).

Scope of Work

Scope of Work defined: Scope of Work is defined as the type and extent of research and analysis in an assignment. [2]

The Scope of Work Rule requires an appraiser to complete the following three elements in performing and communicating the results of an appraisal:

Identify the problem to be solved
Determine and perform the scope of work necessary to develop credible assignment results, and
Disclose the scope of work in the report.

Scope of work includes, but is not limited to the following considerations:
The extent to which the property is identified,
The extent to which tangible property is inspected,
The type and extent of data researched, and
The type and extent of analysis applied to arrive at opinions and conclusion.

This appraisal is prepared for Mr. Juan Velez, City of Brownsville Planning & Redevelopment Services. The problem to be solved is estimating the 'as is' market value of the subject property. The intended use is for possible funding for rehabilitation of historic structures. This appraisal is intended for the use of client, City of Brownsville Planning & Redevelopment Services. The use by others, for any reason, is not authorized.

SCOPE OF WORK	
Report Type:	This is a Appraisal Report as defined by Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2(a). This format provides a summary or description of the appraisal process, subject and market data and valuation analyses.
Property Identification:	The subject has been identified by the legal description and the assessors' parcel number.
Inspection:	A complete interior and exterior inspection of the subject property has been made, and photographs taken.

[2] Uniform Standards of Professional Appraisal Practice, 2022-2023 Edition. *The Appraisal Foundation*.

Market Area and Analysis of Market Conditions:	A complete analysis of market conditions has been made. The appraiser maintains and has access to comprehensive databases for this market area and has reviewed the market for sales and listings relevant to this analysis.
Highest and Best Use Analysis:	A complete as vacant and as improved highest and best use analysis for the subject has been made. Physically possible, legally permissible and financially feasible uses were considered, and the maximally productive use was concluded.
Type of Value:	Market Value

Valuation Analyses

Cost Approach:	A cost approach was not applied as the improvements are older construction and nearing the end of their economic life. This approach is not considered among market participants for this property type.
Sales Comparison Approach:	A sales approach was applied as there is adequate data to develop a value estimate and this approach reflects market behavior for this property type.
Income Approach:	An income approach was not applied as while the subject could generate an income stream, the most probable buyer is an owner-occupant.

Hypothetical Conditions:

- There are no hypothetical conditions for this appraisal.

Extraordinary Assumptions:

- There are no Extraordinary Assumptions for this appraisal.

DESCRIPTION & ANALYSIS

IDENTIFICATION & HISTORY OF SUBJECT PROPERTY

LOCATION AND ADDRESS

Property Name:	Single-Family Residence
Location:	1534 E Jackson St Brownsville, Cameron County, Texas, 78520
Parcel Number:	01-0000-1480-0030-00
Orientation:	The subject property is situated on the southerly side of Jackson Street between East 15th Street and East 16th Street in the downtown area of Brownsville, Texas. The physical address is 1534 E Jackson Street.
MSA:	Harlingen/Brownsville

LEGAL DESCRIPTION

Lot 3, Block 148, Brownsville Original Townsite, Brownsville, Cameron County, Texas.

OWNER OF RECORD

According to the Cameron County Appraisal District, the current owner of record is Yvonne Shears.

SALE AND LISTING HISTORY

The subject property has been under the same ownership for many years with no conveyances in the three-year period prior to appraisal date.

As of the appraisal date, the property is not listed for sale, under contract to be purchased or subject to any lease agreements.

Site Description

Various data sources have been considered to complete this assignment. This includes an analysis of the subject neighborhood, market trends and comparable data to analyze the subject. Applicable data sources include but are not limited to local real estate experts, governmental agencies, grantors and grantees.

Land Summary						
Parcel ID	Gross Land Area (Acres)	Gross Land Area (Sq Ft)	Usable Land Area (Acres)	Usable Land Area (Sq Ft)	Topography	Shape
Subject	0.138	6,000	0.138	6,000	Level	Rectangular

SITE	
Location:	The subject property is situated on the southerly side of Jackson Street between East 15th Street and East 16th Street in the downtown area of Brownsville, Texas. The physical address is 1534 E Jackson Street.
Current Use of the Property:	Single-family residence.
Site Size:	Total: 0.138 acres; 6,000 square feet Usable: 0.138 acres; 6,000 square feet The subject is a subdivided lot with no portions being in the road right of way. The gross and usable land areas are considered the same.
Shape:	The site is rectangular in shape.
Frontage/Access:	The subject property has average access with frontage as follows: • Jackson Street: 50.00 feet • No secondary frontage: 0.00 feet The site has a total depth of 120.00 feet from north to south. It is not a corner but offers adequate frontage and access for residential use.
Visibility:	Visibility and access are considered average.
Topography:	The subject has level topography at grade and no areas of wetlands.

Soil Conditions: A soil report was not provided and is not considered necessary. Based on observation of this site and development on nearby sites, there are no apparent ground stability problems.

Utilities: Electricity: Electricity
Sewer: City sewer
Water: City water

Adequacy: Utilities are considered sufficient to service the property to its highest and best use.

Off-Site Improvements:

Off-site Improvements		
Type	Public	Private
Street	Asphalt	None
Curb/gutter	Concrete	None
Sidewalks	Concrete	None
Street Lights	Overhead	None
Alley	Dirt	None

Flood Zone: The subject is in an area mapped by the Federal Emergency Management Agency (FEMA). The subject is located in FEMA flood zone X, which is classified as a flood hazard area.

FEMA Map Number: 48061C0590F
FEMA Map Date: February 16, 2018

The subject is outside the 500-year flood plain. The appraiser is not an expert in this matter and is reporting data from FEMA maps.

Wetlands/Watershed: No wetlands were observed during our site inspection.

Environmental Issues: There are no observed environmental problems and/or ramifications associated with the subject site. During the inspection of the property, the appraisers did not observe any signs of contamination and no uses of the premise would suggest that any are present. However, the appraisers are not experts in this matter and the appraisal is prepared under the assumption that no problems exist that would adversely affect the property. Please reference Limiting Conditions and Assumptions.

Encumbrance / Easements:	Standard utility easements and road rights of way are present. Please reference Limiting Conditions and Assumptions. No title report or title policy was made available. The valuation assumes no adverse impacts from easements, encroachments, or restrictions and further assumes that the subject has a clear and marketable title.

Summary

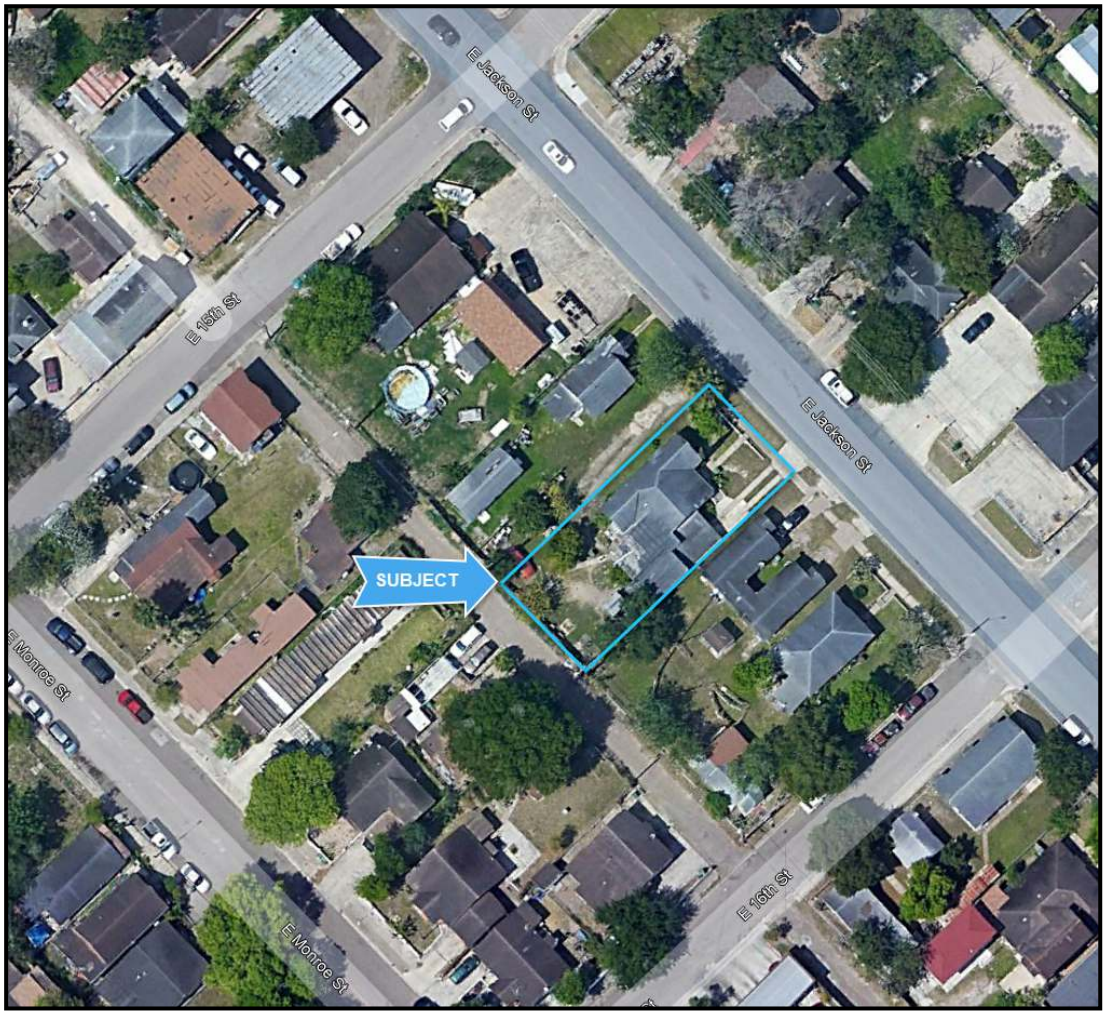
The subject property is a rectangular shaped tract offering a net land area 0.138 acres or 6,000 square feet. The subject property is situated on the southerly side of Jackson Street between East 15th Street and East 16th Street in the downtown area of Brownsville, Texas. The physical address is 1534 E Jackson Street. Overall, the site features 50.00 feet of frontage with a total depth of 120.00'. Access and visibility of the subject site is average.

The site has a generally level topography, is in an area designated as Zone "X" by FEMA and is not adversely affected by easements. The site has potable water and sanitary sewer service provided by the city of Brownsville and the site is currently zoned 'General Retail'.

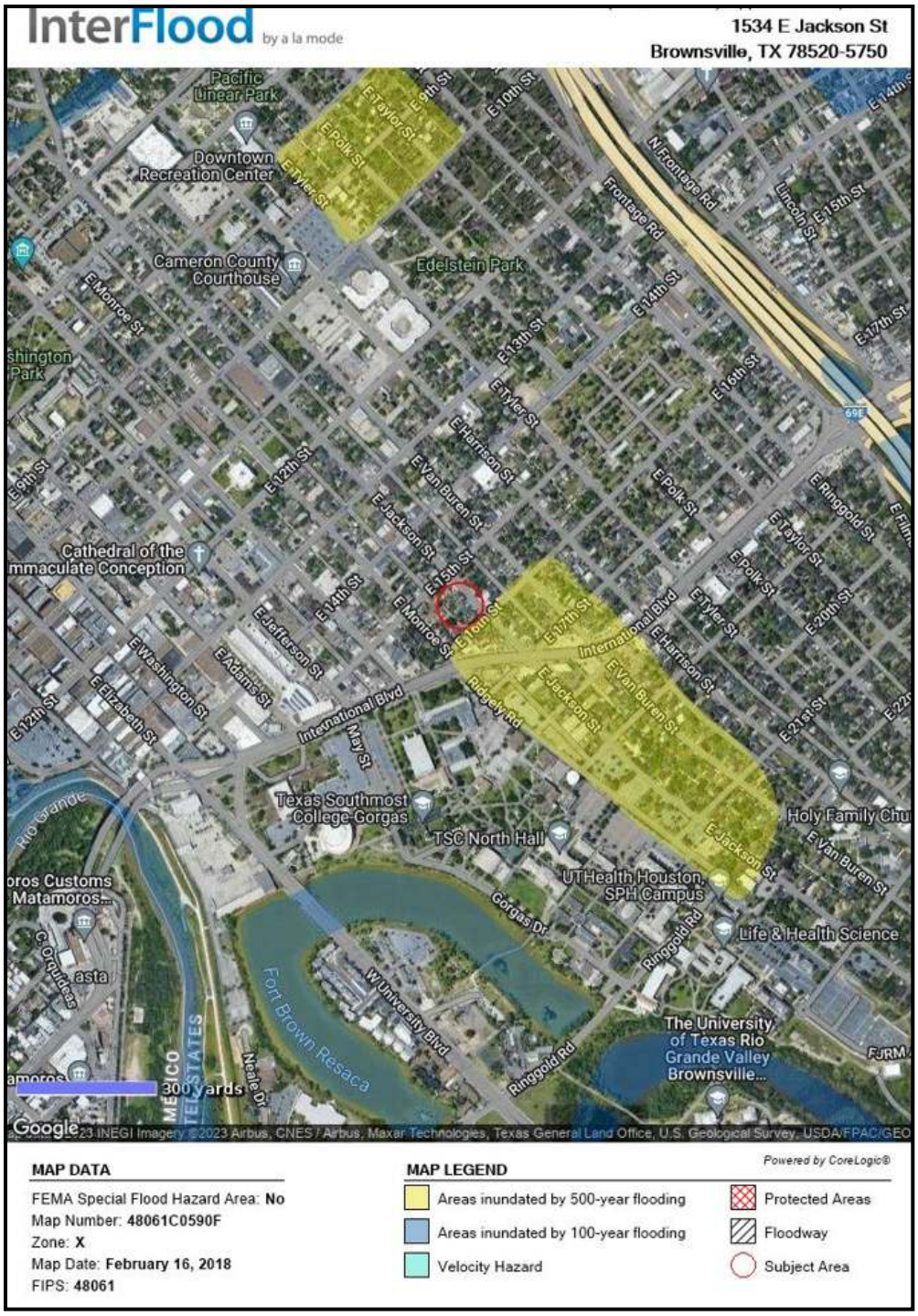
Conclusion

The site benefits from its location in the downtown area of Brownsville which offers convenient access to primary traffic arteries and is an established residential area. Overall, there are no known factors which are considered to prevent the site from development to its highest and best use, as if vacant.

Aerial Photo



Flood Insurance Rate Map



IMPROVEMENTS DESCRIPTION

Development/Property Name:	Single-Family Residence
Property Type:	Residential
Overview:	An approximate 1,522 square foot residence

Building Summary

Building Name/ID	Year Built	Condition	Number of Stories	Gross Building Area	Gross Living Area
Subject	1950	Average	1	1,522	1,522

GENERAL - SUBJECT

Building Identification:	Subject
Building Description:	Residence
Construction:	Class D
Construction Quality:	Average
Year Built:	1950
Renovations:	None known
Effective Age:	40 years
Remaining Useful Life:	20 years
Condition:	Average
Appeal/Appearance:	Average
Areas, Ratios & Numbers:	Number of Stories: 1 Gross Building Area: 1,522 Gross Leasable Area: 1,522

FOUNDATION, FRAME & EXTERIOR - SUBJECT	
Foundation:	Piers, blocks
Structural Frame:	Wooden Frame
Exterior:	Wood siding
Windows:	Fixed Casement
Roof/Cover:	Pitched, wood frame / Composition
Access:	The primary entrance is north facing Jackson Street with secondary access on the south from the back yard.

INTERIOR - SUBJECT	
Interior Layout:	Average
Floor Cover:	Carpet, tile, and wood
Walls:	Painted drywall and wood paneling
Ceilings & Ceiling Height:	Painted drywall / 9 feet
Lighting:	Suspended fixtures
Restrooms:	There is one full bath with three fixtures. The interior finish is consistent with the rest of the residence.

MECHANICAL SYSTEMS - SUBJECT	
Heating:	None
Cooling:	None, window units
Electrical:	Adequate
Plumbing Condition:	Average

PARKING	
Parking Type and Number of Spaces:	Type: Carport and concrete driveway Spaces: 1 total carport space and 1 driveway Condition: Average

SITE IMPROVEMENTS	
Paving:	The paving includes a concrete driveway and walkway.
Landscaping:	The landscaped area of the site is on the north and includes trees, grass, and plants. The vegetation on the south portion of the site includes native grass.

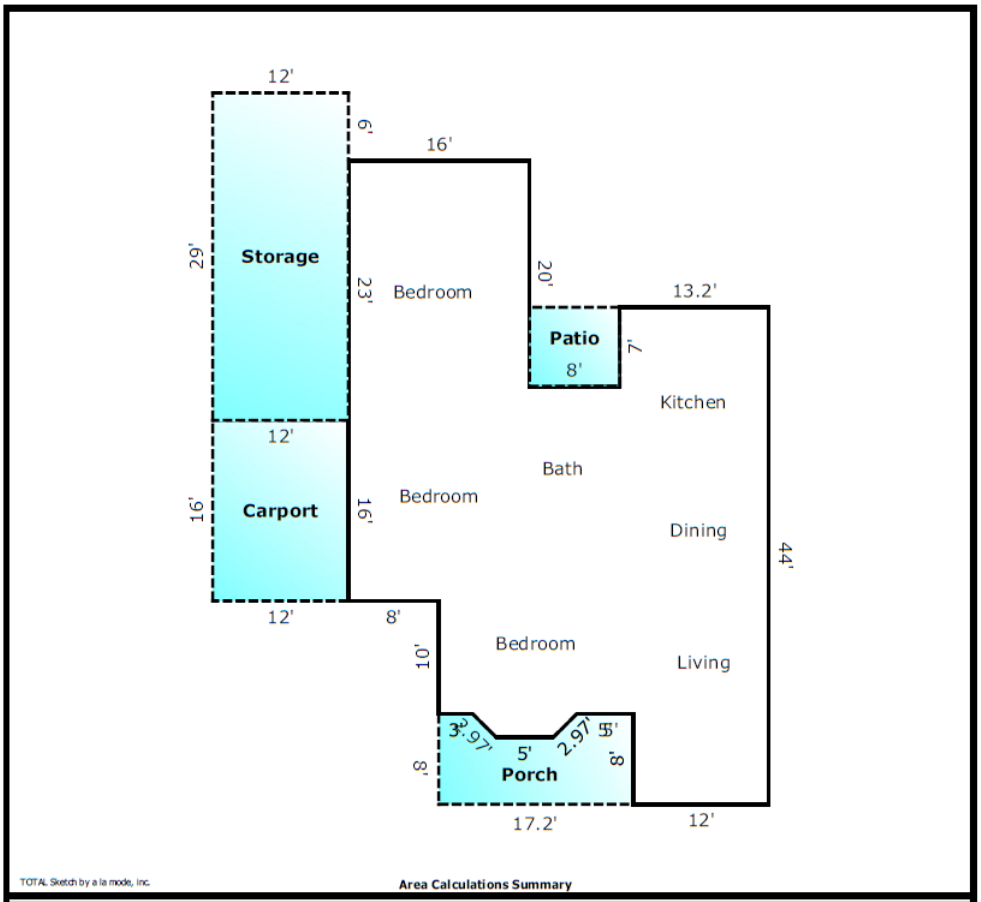
Summary

The subject includes a single-story single-family residence that offers approximately 1,522 square feet of gross living area. It is separated into an open living area and dining area, kitchen with breakfast nook, three bedrooms, and one full bath. One of the bedrooms is currently not habitable as portions of the roof and flooring are removed. Refer to the pictures for visual representation of the bedroom.

The general construction characteristics include a pier/block foundation, wood framed building with wood siding and a wooden roof system covered with composition shingles. The interior includes a mix of carpet, wood and tile flooring, painted drywall interior partitioning, painted drywall ceiling, and suspended light fixtures. Site improvements include a concrete driveway and walkway along with landscaping. The residence does not offer air-conditioning or heating.

PROPERTY ANALYSIS	
Design & Functional Utility:	Overall design and construction is consistent with modern standards and offers similar layouts as competing properties within the local market.
Deferred Maintenance:	The improvements are older construction that need significant renovations to the interior and exterior of the residence that is past being considered deferred maintenance. These items are considered in the overall effective age.
Comments:	The property is in fair condition and displays major defects and deferred maintenance. The building needs significant renovations to remain competitive in the local market over the foreseeable future.

Sketch



TOTAL Sketch by a la mode, Inc.

Area Calculations Summary

Living Area		Calculation Details		
Undefined Area	1522.11 Sq ft	0.5 × 2.1 × 2.1	=	2.2
		0.5 × 2.1 × 2.1	=	2.2
		5 × 2.1	=	10.5
		16 × 20	=	320
		12 × 8	=	96
		13.2 × 7	=	92.4
		29 × 29.2	=	846.8
		8 × 19	=	152
Total Living Area (Rounded):	**1522 Sq ft**			
Non-living Area				
Carport	192 Sq ft	16 × 12	=	192
Storage	348 Sq ft	12 × 29	=	348
Porch	122.69 Sq ft	17.2 × 5.9	=	101.48
		2.1 × 5	=	10.5
		0.5 × 2.1 × 2.1	=	2.2
		2.1 × 3	=	6.3
		0.5 × 2.1 × 2.1	=	2.2
Patio	56 Sq ft	7 × 8	=	56

Subject Photographs



Front View of Improvements



East along Jackson Street



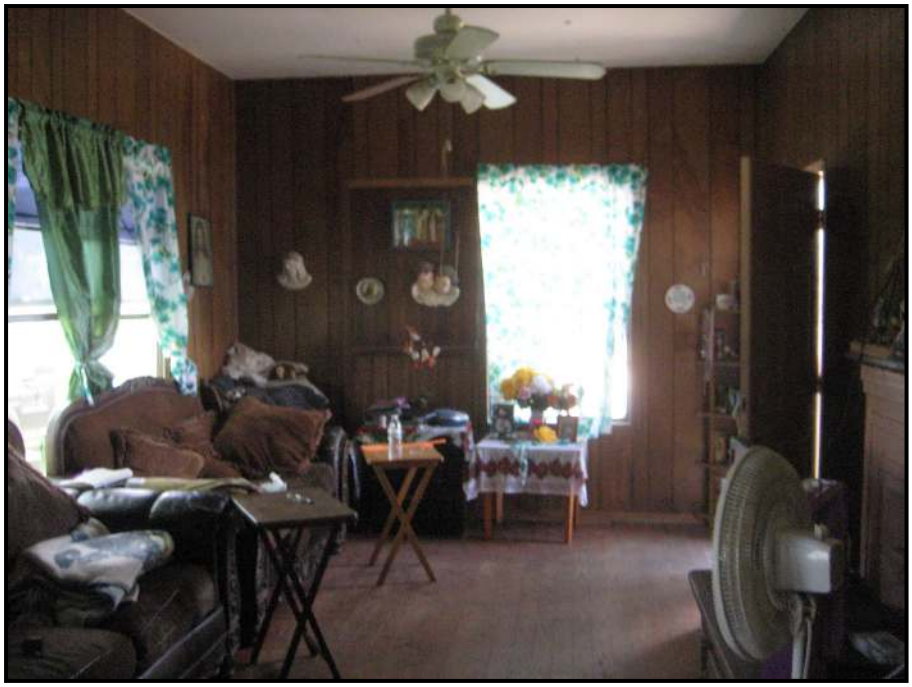
West along Jackson Street



West Side of Improvements



Rear of Improvements



Living Area



Kitchen



Dining Area



Bedroom 1



Bedroom 2



Bathroom



Bedroom 3



Bedroom 3 – Missing Roof



Bedroom 3 – Missing Floor



Storage Room

Assessment and Taxes

Taxing Authority City of Brownsville, Cameron County, Brownsville Navigation District, South Texas ISD, Brownsville ISD, Texas Southmost College.

Assessment Year 2023

Real Estate Assessment and Taxes					
Tax ID	**Land**	**Improvements**	**Total**	**Tax Rate**	**Taxes**
01-0000-1480-0030-00	$49,800	$53,113	$102,913	$2.4787	$2,551

Real Estate Assessment Analysis					
Tax ID	**Per SF**	**Per Acre**	**Total**	**Equalization Ratio**	**Implied Value**
01-0000-1480-0030-00	$67.62	$747,154	$102,913	100.0%	$102,913

Notes:

Comments

The assessed values are based on information obtained from the County Appraisal District for 2023. The property is not currently under any exemptions. The calculations in the table above is based on the GBA for the price per square foot and the net land area for the price per acre.

Market Area Analysis

For the purpose of this appraisal, the subject neighborhood includes the downtown portion of Brownsville which extends from Boca Chica Boulevard on north, Rio Grance River on the west, International Boulevard (SH 48) on the south and Expressway 83 (I-2) on the east. This is the oldest portion of the market and includes the downtown commercial district, international bridge along with a large residential base. Due to the limited available land to develop in the area, the new growth is in northern Brownsville where vacant land is being developed with new residential subdivisions that have shown success with a high rate of absorption of both unimproved lots and completed residences. As the residential base continues to expand with the population increasing, commercial development has followed with a mix of office buildings and retail centers noted along along the primary traffic arteries.

Demographics from *Esri Market Profile* indicate that the neighborhood within one mile of the subject property has remained stable over the past 10 years. This is due to the limited amount of available land in the area for additional growth. The immediate area is an older neighborhood within the city with an average household size and median age smaller and older than the county. Median income and home values are lower than the MSA overall, with home values being below the levels for the state and nation. Historically, the neighborhood had a small percentage of rental households compared to the county overall.

Market Conditions

The border of Texas, and thus the United States, lies just south of the subject and runs east and west along the Rio Grande River. Although the immediate area has a relatively low population, the Brownsville MSA has a population of approximately 210,000 with Matamoros, Tamaulipas, in Mexico, just across the Rio Grande River, has a reported population of over 520,000 but reaching near 1,000,000 when including the floating population, making the effective immediate market area well over one million people as many Mexican citizens travel and reside in both countries. Because of the importance of the international border and bridges for economic activity, growth in commercial and residential developments are very active. Many foreign nationals come to the United States and acquire residences in many of the developing areas with the area being a balanced mix of investor-owned rental homes and owner-occupied homes. According to the local MLS, housing values in the subjects market segment have been stable over the past twelve months. Properties have been selling at 81% of the listing price for the most recent quarter with a marketing period of 47 days. There are numerous new subdivisions currently being built-out that throughout the area that don't report through the local MLS and are indicating a high rate of success for both unimproved lots and completed residences. REO properties, foreclosures and short sales are not present in the subject's market segment. Financing is readily available at current market rates, with as high as 100% financing to qualified buyers with the principal method being conventional along with FHA and VA financing. Seller concessions are usually not necessary but are noted primarily in new construction.

Trade and Industry Sectors

International Trade

Because of the geographic location along the United States/Mexico Border and proximity to other major US metropolitan areas (San Antonio and Houston) the Rio Grande Valley has high rates of international travel for retail and trade. The Office of the United States Trade Representative reports 2018 international trade with Mexico at $265 billion in exports and $346 billion in imports. Mexico is the second largest export destination after Canada and the largest source for imports in the Western Hemisphere. Cameron County, with its numerous ports of entry, is one of the United States' most important import links with Mexico. This position should continue to strengthen as the Rio Grande Valley is seeing more importation of fresh produce and industrial goods from the Mexican interior due the Durango-Mazatlán Highway shifting trade patterns in its favor. Uncertainty regarding the North American Free Trade Agreement has been abated with the adoption of the USMCA (United States Mexico and Canada) trade agreement, which became effective in July 2020.

Local Trade

The subject property is located within the Brownsville-Harlingen Metropolitan Statistical Area (MSA) as tracked by the Texas Workforce Commission. The largest employment sector reported for the fourth quarter of 2021 was Education and Health Services, at just under a third of employment. This was followed by Public Administration and Trade, Transportation, and Utilities. Trade and transportation are a major economic component of the Brownsville-Harlingen MSA and Rio Grande Valley due to the border economy.

Space & Aviation

According to the Brownsville Economic Development Corporation in September 2014, SpaceX held the groundbreaking for the world's first ever commercial orbital launch site to be located at Boca Chica Beach, outside the city of Brownsville. From this site, the company plans to make 12 annual launches using its Falcon 9 and Falcon Heavy vehicles. SpaceX designs, manufactures and launches the world's most advanced rockets and spacecraft. SpaceX presence in the region is helping cultivate the future aerospace cluster in the Brownsville area and provide innovation and entrepreneurship opportunities in the space and technology sectors.

The Brownsville/Harlingen MSA is served by two general aviation ports, Valley International Airport in Harlingen and Brownsville/South Padre Island International Airport in Brownsville. Carriers include United, American, Allegiant, Delta, and Sun Country Airlines.

Education

Higher education is obtained from multiple colleges and universities in the Rio Grande Valley. The University of Texas-Rio Grande Valley, a comprehensive regional institution serving the Rio Grande Valley is located in both Edinburg and Brownsville. UTRGV is the fourth largest university in the University of Texas System and the 9th largest in the state with a current enrollment in excess of 28,000 students. There are eleven academic divisions offering over forty bachelor's degrees and over forty master's degrees in more than fifty fields of the sciences, business, arts and humanities, education and social and behavioral sciences. The University of Texas Rio Grande Valley was created by the Texas Legislature in 2013 and combined the resources and assets of the University of Texas at Brownsville and the University of Texas-Pan American. The combined universities will benefit from the Permanent University Fund - a public endowment contributing support to the University of Texas System and the Texas A&M University System.

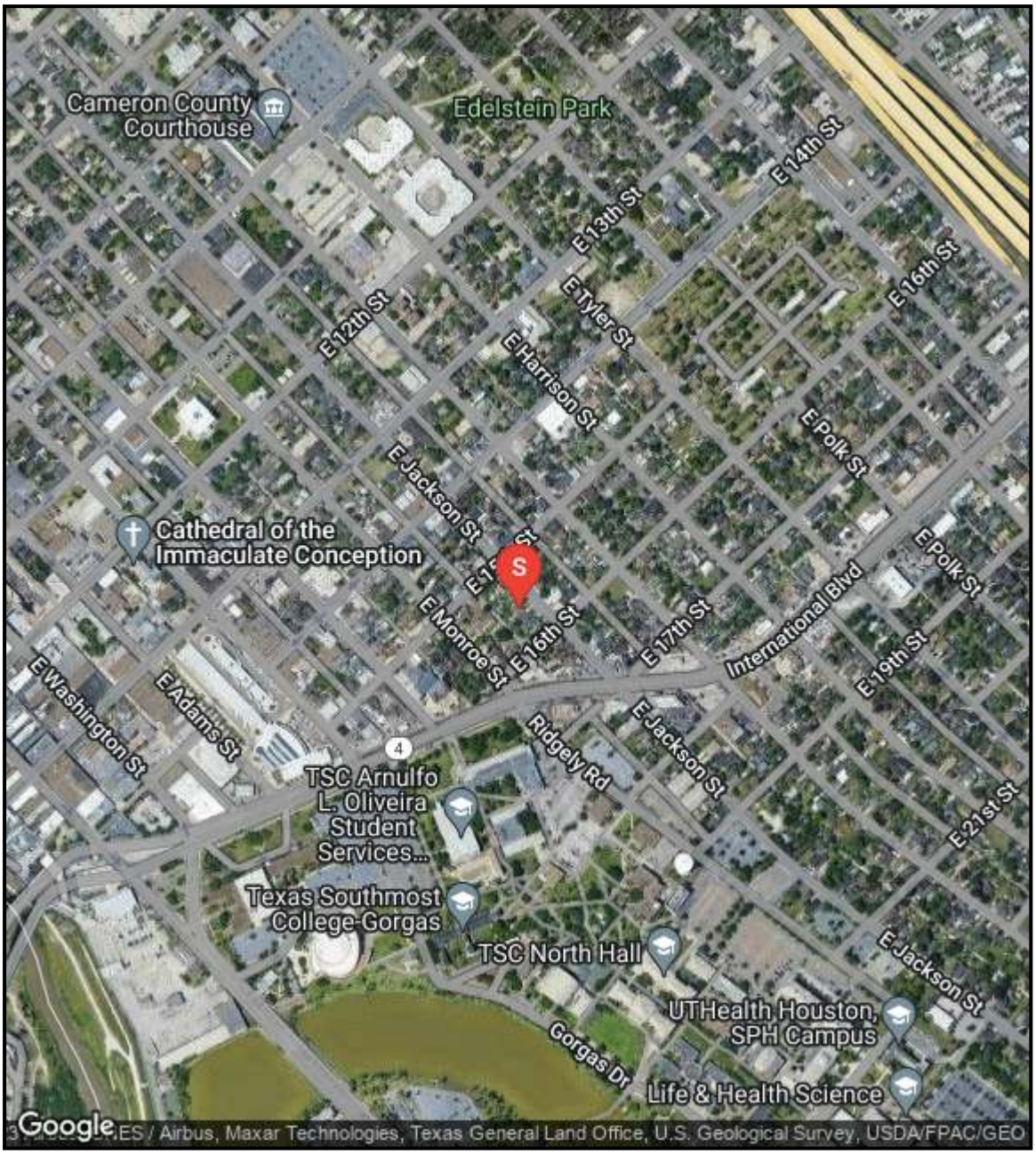
Texas State Technical College provides technical and vocational education in subjects including computer and office skills, printing, drafting, electronics, automotive, truck and farm machinery repairs, welding, medical and dental technology, and other fields of modern technology. The University of Texas at Brownsville, in partnership with Texas Southmost College is located on 54 acres of the historic Fort Brown, one block from the Texas/Mexico border. Educational opportunities include certificates and Associate of applied Science degrees in occupational and technical fields to Bachelor's and Master's degrees in Business, Education, and Arts and Sciences. The expanded curriculum helps to attract new businesses to the Valley by providing bicultural, and locally educated workers.

All sources of information indicate that the southwest region of the United States and the Texas Gulf Coast constitutes one of the country's expanding areas. Located at the extreme southern tip of Texas is Brownsville. Commercially and industrially, this area is well established. The availability of land for expansion, an expanding labor supply, climate and natural resources is an asset for advancement. Capital investment, together with management skills, insures a continued optimism in this area.

Conclusions

The market area as defined herein should experience continued growth. There is a large amount of land available for development and sufficient infrastructure to accommodate development for many years. As the residential population base continues to expand in the area, additional commercial development can be anticipated to follow.

Location Map



Highest and Best Use

Highest and best use may be defined as the reasonably probable and legal use of vacant land or improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value.

1. **Legally Permissible:** The site is in an area that is currently zoned 'General Retail' which is consistent with the downtown area. Acceptable uses include a wide variety of commercial uses along with lower density residential uses consistent with the immediate area.

   Standard utility easements and road rights of way are present. Please reference Limiting Conditions and Assumptions.

2. **Physically Possible:** The appraised property offers approximately 0.138 net acres of land with 50.00 of frontage along Jackson Street. The site is rectangular in shape. The property is located in a special flood hazard area. The subject has level topography at grade and no areas of wetlands. The site offers sufficient size and shape for various uses which include single or multi-family development along with some commercial uses. Typical land uses in the area include single-family residences.

3. **Financially Feasible:** Which possible and permissible use will produce any net return to the owner of the site? Financially feasible uses are limited to considerations that are both physically possible and legally permissible. Based on the current market and recent developments in the area, financially feasible uses are oriented toward residential use.

4. **Maximally Productive.** Among the feasible uses which use will produce the highest net return, (i.e., the highest present worth)? Maximally productive use is for residential development.

Highest and Best Use of the Site

The highest and best use of the site, as vacant, is for: Residential development. The appraised property is located along Jackson Street between East 15th Street and East 16th Street in the downtown area of Brownsville, Texas. It is located in the city limits and subject to zoning restrictions which is 'General Retail' consistent with land in the downtown area. Based on area land use patterns on adjacent tracts, residential development can be anticipated. Water, sewer, and electric services are available with service extended along the street frontage. Topography is near level and is not located in a special flood hazard. Highest and best use is for residential development.

Highest and Best Use of the Site 'As Improved'

The highest and best use, as improved, also considers the four major factors. The subject site is improved with an older single-family residence that offers approximately 1,522 square feet of living area. The improvements are in fair condition and need repair. The current use meets the test of physically possible and there is no excess or surplus land associated with the development. The improvements are legally permissible, given the current zoning, and the subject appears to meet all parking requirements and landscaping requirements. The improvements can generate positive cash flows and are a financially feasible use as of the effective date of appraisal. Lastly, the improvements still contribute to the overall property value based on current land values and are the maximally productive use of the subject site. Therefore, the highest and best use, as improved, is for continued use of the improvements for residential use.

VALUATION

Valuation Methodology

Three basic approaches may be used to arrive at an estimate of market value. They are:

1. The Cost Approach
2. The Income Approach
3. The Sales Comparison Approach

Cost Approach

The Cost Approach is summarized as follows:

Cost New
- Depreciation
+ Land Value
= Value

Income Approach

The Income Approach converts the anticipated flow of future benefits (income) to a present value estimate through a capitalization and or a discounting process.

Sales Comparison Approach

The Sales Comparison Approach compares sales of similar properties with the subject property. Each comparable sale is adjusted for its inferior or superior characteristics. The values derived from the adjusted comparable sales form a range of value for the subject. By process of correlation and analysis, a final indicated value is derived.

Final Reconciliation

The appraisal process concludes with the Final Reconciliation of the values derived from the approaches applied for a single estimate of market value. Different properties require different means of analysis and lend themselves to one approach over the others.

Analyses Applied

A **cost analysis** was considered and was not developed because the improvements are older construction and nearing the end of their economic life. This approach is not considered among market participants for this property type.

A **sales comparison analysis** was considered and was developed because there is adequate data to develop a value estimate and this approach reflects market behavior for this property type.

An **income analysis** was considered and was not developed because while the subject could generate an income stream, the most probable buyer is an owner-occupant.

Sales Comparison Approach

The Sales Comparison Approach is based on the premise that a buyer would pay no more for a specific property than the cost of obtaining a property with the same quality, utility, and perceived benefits of ownership. It is based on the principles of supply and demand, balance, substitution and externalities. The following steps describe the applied process of the Sales Comparison Approach.

- The market in which the subject property competes is investigated; comparable sales, contracts for sale and current offerings are reviewed.
- The most pertinent data is further analyzed, and the quality of the transaction is determined.
- The most meaningful unit of value for the subject property is determined.
- Each comparable sale is analyzed and where appropriate, adjusted to equate with the subject property.
- The value indication of each comparable sale is analyzed, and the data reconciled for a final indication of value via the Sales Comparison Approach.

The applicability of this approach is based upon the assemblage of similar market sales and offering for comparison to the subject. Considerations for such factors as terms of the transaction, changes in market conditions, as well as physical characteristics, such as location/land area, size, age, construction, room count, and amenities are all significant to the subject property. Any adjustments to the sale price of market sales to provide indications of market value for the subject must be derived from the market; therefore, the actions of typical buyers and sellers are reflected in the comparison process. Preferably, all properties are in the same competitive area as the property being appraised or in an area which has very similar characteristics.

Comparables

We have researched three comparables for this analysis; these are documented on the following pages followed by a location map and analysis grid. All sales have been researched through numerous sources, inspected, and verified by a party to the transaction.

Comp	Address	Grantor	Price	GBA
Comp	City	Grantee	Date	Effective Age
Subject	1534 E Jackson St	Yvonne Shears	--	1,522
Subject	Brownsville	0	6/22/2023	40
1	1224 E Harrison St	Roxanne Perez & Edward Barrera	$56,000	1,558
	Brownsville	Juan De Dios Flores	2/11/2022	50
2	1754 Harding St	Diana Orosco et al	$75,000	1,584
2	Brownsville	Humberto Garcia	5/23/2023	40
3	1450 Cleveland St	Jorge Garzoria	$75,000	1,351
	Brownsville	Claudia Larrasquitu	8/24/2022	40

Comparable 1			
			
Transaction			
ID	2803	**Date**	2/11/2022
Address	1224 E Harrison St	**Price**	$56,000
City	Brownsville	**Price Per SF**	$35.94
State	TX	**Transaction Type**	Closed Sale
Tax ID	01-0000-1780-0050-00	**Financing**	Conventional
Grantor	Roxanne Perez & Edward	**Property Rights**	Fee Simple
Grantee	Juan De Dios Flores	**Days on Market**	196
		Sale Verification Source	Bob Torres Properties
Legal Description	Lot 5, Block 178, Brownsville Original Townsite, an addition to the City of Brownsville, Cameron County, Texas.		
Site			
Acres	0.138	**Topography**	Level
Land SF	6,000	**Zoning**	General Retail
Road Frontage	50	**Flood Zone**	X
Shape	Rectangular	**Encumbrance or**	None known
Utilities	Water, sewer	**Environmental Issues**	None known
Improvements & Financial Data			
Source For SF Area	CCAD	**PGI**	NA
GBA	1,558	**EGI**	NA
Year Built	1925	**Expense Ratio**	NA
No. of Bedrooms	3	**NOI**	NA
No. of Bathrooms	1.0	**Cap Rate**	NA
Condition	Fair	**EGIM**	NA
Comments			
This property is located along the southerly side of Harrison Street west of E 13th Street in southern Brownsville. This is an older residential area near downtown that offers a mix of residential and commercial uses and offers convenient access to primary traffic arteries.			

Comparable 2			



Transaction			
ID	2802	**Date**	5/23/2023
Address	1754 Harding St	**Price**	$75,000
City	Brownsville	**Price Per SF**	$47.35
State	TX	**Transaction Type**	Closed Sale
Tax ID	02-5610-0050-0040-00	**Financing**	Conventional
Grantor	Diana Orosco et al	**Property Rights**	Fee Simple
Grantee	Humberto Garcia	**Days on Market**	64
		Sale Verification Source	Realty Solutions
Legal Description	Lot 4, Block 5, East Brownsville Addition, Section 1, an addition to the City of Brownsville, Cameron County, Texas.		

Site			
Acres	0.138	**Topography**	Level
Land SF	6,000	**Zoning**	Dwelling
Road Frontage	50	**Flood Zone**	X
Shape	Rectangular	**Encumbrance or**	None known
Utilities	Water, sewer	**Environmental Issues**	None known

Improvements & Financial Data			
Source For SF Area	CCAD	**PGI**	NA
GBA	1,584	**EGI**	NA
Year Built	1960	**Expense Ratio**	NA
No. of Bedrooms	3	**NOI**	NA
No. of Bathrooms	2.0	**Cap Rate**	NA
Condition	Fair	**EGIM**	NA

Comments

This property is located along the south side of Harding Street west of International Boulevard in southern Brownsville. This is an older residential area near downtown that offers a mix of residential and commercial uses in the immediate area and offers convenient access to primary traffic arteries.

Comparable 3			



Transaction			
ID	2801	**Date**	8/24/2022
Address	1450 Cleveland St	**Price**	$75,000
City	Brownsville	**Price Per SF**	$55.51
State	TX	**Transaction Type**	Closed Sale
Tax ID	07-2930-0000-2460-00	**Financing**	Conventional
Grantor	Jorge Garzoria	**Property Rights**	Fee Simple
Grantee	Claudia Larrasquitu	**Days on Market**	29
		Sale Verification Source	NextHome RGV
Legal Description	Lots 246 and 247, Colonia Victoria Subdivision, an addition to the City of Brownsville, Cameron County, Texas.		

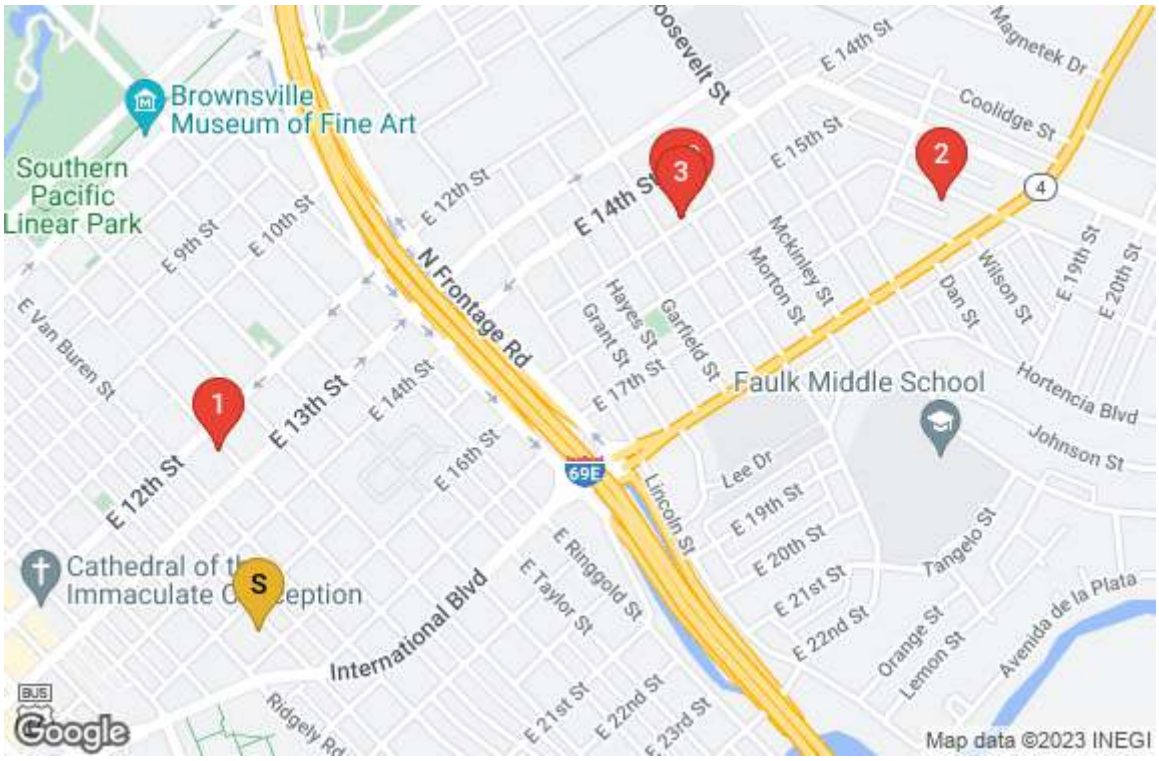
Site			
Acres	0.115	**Topography**	Level
Land SF	5,000	**Zoning**	General Retail
Road Frontage	50	**Flood Zone**	X
Shape	Rectangular	**Encumbrance or**	None known
Utilities	Water, sewer	**Environmental Issues**	None known

Improvements & Financial Data			
Source For SF Area	CCAD	**PGI**	NA
GBA	1,351	**EGI**	NA
Year Built	1973	**Expense Ratio**	NA
No. of Bedrooms	2	**NOI**	NA
No. of Bathrooms	1.0	**Cap Rate**	NA
Condition	Fair	**EGIM**	NA

Comments

This property is located along the northwesterly corner of Cleveland Street and East 15th Street in southern Brownsville. This is an older residential area near downtown that offers a mix of residential and commercial uses in the immediate area and offers convenient access to primary traffic arteries.

Comparables Map



Analysis Grid

The above sales have been analyzed and compared with the subject property. We have considered adjustments in the areas of:

- Property Rights Sold
- Financing
- Conditions of Sale
- Market Trends
- Location
- Physical Characteristics

On the following page is a sales comparison grid displaying the subject property, the comparables and the adjustments applied.

Analysis Grid		Comp 1	Comp 2	Comp 3
Address	1534 E Jackson St	1224 E Harrison St	1754 Harding St	1450 Cleveland St
City	Brownsville	Brownsville	Brownsville	Brownsville
State	Texas	TX	TX	TX
Date	6/22/2023	2/11/2022	5/23/2023	8/24/2022
Price	--	$56,000	$75,000	$75,000
No. of Units	1	1	1	1
Price per Unit	$0	$56,000	$75,000	$75,000
Transaction Adjustments				
Property Rights	Fee Simple	Fee Simple 0.0%	Fee Simple 0.0%	Fee Simple 0.0%
Financing	Conventional	Conventional 0.0%	Conventional 0.0%	Conventional 0.0%
Conditions of Sale	Cash	Arms length 0.0%	Arms length 0.0%	Arms length 0.0%
Adjusted Price per Unit		**$56,000**	**$75,000**	**$75,000**
Market Trends Through	6/22/2023 0.0%	0.0%	0.0%	0.0%
Adjusted Price per Unit		**$56,000**	**$75,000**	**$75,000**
Location	Average	Similar	Similar	Similar
% Adjustment		0%	0%	0%
$ Adjustment		$0	$0	$0
GBA	1,522	1,558	1,584	1,351
% Adjustment		0.0%	0.0%	3.4%
$ Adjustment		$0	$0	$2,550
Effective Age	40	50	40	40
% Adjustment		10%	0%	0%
$ Adjustment		$5,600	$0	$0
Construction	Class D	Average	Average	Average
% Adjustment		0%	0%	0%
$ Adjustment		$0	$0	$0
No. of Bedrooms	3	3	3	2
% Adjustment		0%	0%	0%
$ Adjustment		$0	$0	$0
No. of Bathrooms	1.0	1.0	2.0	1.0
% Adjustment		0.0%	-2.0%	0.0%
$ Adjustment		$0	-$1,500	$0
Garage/Carport	Carport	None	None	None
% Adjustment		5%	4%	4%
$ Adjustment		$3,000	$3,000	$3,000
Amenities	None	None	None	None
% Adjustment		0%	0%	0%
$ Adjustment		$0	$0	$0
Adjusted Price per Unit		**$64,600**	**$76,500**	**$80,550**
Net Adjustments		15.4%	2.0%	7.4%
Gross Adjustments		15.4%	6.0%	7.4%

Comparable Sale Adjustments

Property Rights

The property rights for the appraised property are the fee simple estate. Each of the comparable sales were fee simple estates requiring no adjustments.

Financing

All of the sales are cash or third-party financing. No adjustment is required for financing.

Conditions of Sale

All sales are arm's length, third party transactions. No adjustment for condition of sale is utilized.

Expenditures after Sale

Money spent by the buyer immediately following the purchase to cure a problem or make the property usable needs to be accounted for in the adjustments. Such expenditures may include deferred maintenance, cost to demolish, and remove a portion of the improvements or cost for additions to improvements. If such items exist, the cost paid by the purchaser must be added to the sales price to determine the true price paid by the buyer for the property. In the case of comparable sales, there does not appear to be any expenditures made to any of the properties after acquisition. No adjustment is made for expenditures after the sale.

Market Conditions

Demand for a property typically varies over time because of factors both internal and external to the subject neighborhood. If properties within the market have appreciated or depreciated over the period represented by the sales data, each sale must be adjusted by the appreciation or depreciation factor to show what the property would sell for, given the current demand for that property type.

The data ranges in date of sale from February 2022 to May 2023 with the effective date of the appraisal being June 2023. The best method for estimating changes in market conditions is the sale and resale of the same property. Unfortunately, the sale and resale of the same property were not located. Due to the recent dates, no adjustments for market conditions were included.

Location / Lot Area

The subject is in the downtown area of Brownsville with each of the sales being in similar locations and offering lot sizes that are similar and typical for this area. No adjustments are considered necessary.

Size

The size is adjustment is to account for the difference in amount of constructed area between the subject and comparable sales. Based on paired analysis of sales in the area that were similar except for size, an average difference of $15/square foot was indicated, and the adjustment was based on this amount. As an example, the subject offers approximately 1,522 square feet and sale 3 offers 1,351 square feet. Based on the difference multiplied by $15/square foot, the resulting adjustment is $2,565. Since the comparable sale has a smaller building, the adjustment is positive. The adjustment in the table is included as 3.4% calculated as $2,565 / $75,000 SP = 3.4%. The same process has been utilized for the remaining sales; however, they each offer similar sizes and no adjustments were included as they have less than 65 square foot difference.

Effective Age

The subject property is older construction with an actual age of 73 years according to the CCAD and is in fair condition. Based on the current condition, the effective age has been estimated at 40 years. The comparable sales have effective ages ranging from 40 to 50 years with each being adjusted 1% for each year difference between the sale and subject which was indicated by closed sales in the area.

Construction

The subject property includes a wood framed building with wood siding on a pier and block foundation. In this case, each is similarly constructed buildings with wood frame and wood siding requiring no adjustments.

Bedroom / Bathroom

As an adjustment for size was included, no additional was considered necessary for bedrooms. An adjustment of 2% for a full bath was included.

Amenities

The subject includes a one-car carport with none of the sales offering auto storage. Each of the sales were adjusted upward $3,000 which is based on estimated costs obtained from new construction throughout the market.

Sales Comparison Conclusion

The table below illustrates the values of each of the comparable sales both before and after adjustments. The adjusted values of the comparable properties range from $64,600 to $80,550. The average is $73,883 and the median is $76,500. The sales presented offer adequate alternatives for the subject property with similar quality, design, quality, and current conditions. Based on the above analysis, sale 1 is in closest proximity to the subject but sale 2 & 3 are more recent transactions; therefore, a value in the middle of the range was given primary consideration and a value of $75,000 was concluded. The value indicated by the sales comparison approach is calculated as follows:

Value Ranges & Reconciled Value			
Number of Comps: 3	**Unadjusted**	**Adjusted**	**% Δ**
Low:	$56,000	$64,600	15%
High:	$75,000	$80,550	7%
Average:	$68,667	$73,883	8%
Median:	$75,000	$76,500	2%
Reconciled Value/Unit Value:		$75,000	
Subject Size:		1	
Indicated Value:		$75,000	
Reconciled Final Value:		**$75,000**	
Seventy Five Thousand Dollars			

Final Reconciliation

The process of reconciliation involves the analysis of each approach to value. The quality of data applied, the significance of each approach as it relates to market behavior and the defensibility of each approach are considered and weighed. Finally, each is considered separately and comparatively with each other.

Value Indications

Cost Approach:	N/A
Sales Comparison:	$75,000
Income Approach:	N/A

In each of the approaches, we have attempted to document all the input data and we have briefly explained our methodology in processing and/or analyzing this data. Insofar as we have been able to determine, the data furnished to us is from reliable sources and has been accepted as being accurate. We have also attempted to give full recognition to the inherent weaknesses in each of the approaches and, because the appraisal of real property is by no means an exact science, a great deal of subjective judgment on the part of the appraisers becomes a part of each approach.

Sales Comparison Approach

In the sales comparison approach, the subject is compared to similar properties that have been sold recently or for which listing prices or offers are known. The sales used in this analysis are considered comparable to the subject, and the required adjustments were based on reasonable and well-supported rationale. In addition, market participants are currently analyzing purchase prices on investment properties as they relate to available substitutes in the market. Therefore, the sales comparison approach is considered to provide a reliable value indication and has been given primary emphasis in the final value.

Value Conclusion

Based on the data and analyses developed in this appraisal, we have reconciled to the following value conclusion, as of June 22, 2023, subject to the Limiting Conditions and Assumptions of this appraisal.

Reconciled Value: Premise: As Is
Interest: Fee Simple
Value Conclusion: $75,000
Seventy Five Thousand Dollars

Certification Statement

We certify that, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions and conclusions.
- We have no present or prospective future interest in the property that is the subject of this report, and have no personal interest with respect to the parties involved.
- We have no bias with respect to the property that is the subject of this report, or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP).
- No one provided significant real property appraisal assistance to the person(s) signing this certification.
- We certify sufficient competence to appraise this property through education and experience, in addition to the internal resources of the appraisal firm.
- The appraiser has not performed any prior services regarding the subject within the previous three years of the appraisal date.

- John Malcom has made an inspection of the subject property.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, John Malcom, has completed the continuing education program of the Appraisal Institute.

Respectfully submitted,
Professional Appraisal Services Inc.





John Malcom, MAI, AI-GRS, SR/WA,
CCIM - Texas-1320239-G

Brandon Terry, SRA, SR/WA
TX-1338768-G

Addenda

Qualifications and State Certification

JOHN H. MALCOM JR, MAI, AI-GRS, SR/WA, CCIM
EDUCATION
College
University of Texas at Austin, B.B.A. Degree Finance
Southwest Texas State University

American Institute of Real Estate Appraisers / Appraisal Institute
Exam 1A1- Real Estate Appraisal Principles - July 23, 1982
Exam 1A2- Basic Valuation Procedures - January 28, 1983
Exam I410- Standards of Professional Practice, Part A - March 20, 1997
Exam I420- Standards of Professional Practice, Part B - March 22, 1997
Exam 430 - Standards of Professional Practice, Part C - September 17, 2002
Exam 1B-A Capitalization Theory and Techniques Part A - June 08, 1985
Exam 1B-B Capitalization Theory and Techniques Part B - June 15, 1985
Exam 3 - Rural Valuation - March 17, 1986
Exam 2-1 Case Studies - September 26, 1987
Exam 2-2 Report Writing Valuation & Analysis - October 3, 1987
Comprehensive Examination - Passed February 13, 1989

Commercial Investment Real Estate Institute
Exam CI 101 - Fundamentals Real Estate Investment & Taxation - October 4, 1991
Exam CI 201 - Market Analysis for Commercial Real Estate - June 12, 1992
Exam CI 301 - Decision Analysis for Commercial Real Estate - August 7, 1992
Exam CI 402 - Essentials of Marketing Commercial Property & Services - 9/23/1995
Comprehensive Examination - Passed January 28, 1993

International Right of Way Association
Course 100 - Principles of Land Acquisition - 1998
Course 103 - Ethics and the Right of Way Profession - 2000
Course 214 - Skills of Expert Testimony - 2000
Course 401 - Appraisal of Partial Acquisitions - 1999
Course 800 - Principles of Real Estate Law - 2001
Course 803 - Eminent Domain Law Basics / Right of Way Professionals - 2014
Course 900 - Principles of Real Estate Engineering - 2000
Course 215 - Pipeline Right of Way Agents Development Program - Section - Completed October 18, 2001

PROFESSIONAL AFFILIATIONS
Member National Association of Realtors
Member Texas Association of Realtors
Member Greater McAllen Association of Realtors
Licensed Real Estate Broker State of Texas, #305134
Member Appraisal Institute, MAI Certificate #8467, AI-GRS awarded 6/29/2016
Texas General Real Estate Appraiser, Certificate #TX-1320239-G
Commercial Investment Real Estate Institute, CCIM Certificate #4906
Senior Member, International Right of Way Association, SR/WA - Registration #4785

PROFESSIONAL EXPERIENCE: 1981 to Present - Real estate appraiser Professional Appraisal Service, Inc., Rio Grande Valley and South Texas. Experience includes appraisals of single and multi-family residential units, residential & office condominiums, office buildings, retail centers, motels, country clubs and golf courses, marinas, mobile home and recreational vehicle parks, warehouses, packing sheds, unimproved land, farms, ranches, grain elevators, residential, commercial, and industrial subdivisions, right-of-way appraisals, appraisals of partial interests. Qualified as expert witness for court testimony. Primary practice area is in right of way appraisal and appraisal review.

1977 - 1981 Account executive with New York Stock Exchange member of Rotan Mosle in McAllen, Texas. Responsible for investment analysis and portfolio management for individual clients.

CONTINUING EDUCATION - SEMINARS
2011 Real Estate Appraisal Operations - Online
2011 Data Verification Methods - Online
2011 Cool Tools: New Technology for Real Estate Appraisers - Online
2013 Comparative Analysis – 7 hours online
2013 Subdivision Valuation – 7 hours online
2013 Forecasting Revenue – 7 hours online
2013 Introduction to Green Buildings: Concepts and Principles
2013 Residential and Commercial Valuation of Solar
2013 Business Practices & Ethics
2015 Review Theory General – 10/26/15 – 10/30/15
2017 Supervisory Appraiser/Trainee Appraiser Course 6/16/2017
2018-2019 National USPAP Update Course – 7 hours – 4/27/2018
2018 Online Business Practices and Ethics 11/12/2018
2018 Hot Topics in Real Estate and Eminent Domain
2019 Artificial Intelligence, AVMs, & Blockchain, Implications for valuation2020
2020-2021 7 Hour National USPAP Course
2020 Virtual ED Seminar - Hot Topics in Real Estate & ED

State Certification



TALCB
TEXAS APPRAISER LICENSING & CERTIFICATION BOARD

Certified General Real Estate Appraiser

Appraiser: **John Holt Malcom JR**
License #: **TX 1320239 G** License Expires: **03/31/2023**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Occupations Code, Chapter 1103, authorization is granted to use this title: Certified General Real Estate Appraiser

For additional information or to file a complaint please contact TALCB at www.talcb.texas.gov.

Chelsea Buchholtz
Commissioner

State Certification



TALCB
TEXAS APPRAISER LICENSING & CERTIFICATION BOARD

Certified General Real Estate Appraiser

Appraiser: **Brandon James Terry**
License #: **TX 1338768 G** License Expires: **05/31/2024**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Occupations Code, Chapter 1103, authorization is granted to use this title: Certified General Real Estate Appraiser

For additional information or to file a complaint please contact TALCB at www.talcb.texas.gov.

Chelsea Buchholtz
Commissioner

Qualifications of the Appraiser
Brandon J. Terry
SRA, SR/WA

EDUCATION

College

University of Texas Pan American - Finance
University of Texas Pan American - Economics
South Texas College; A.A.S. - Business Management

Appraisal Institute

Exam 100GR - Basic Appraisal Principles - May 20, 2006
Exam 101GR - Basic Appraisal Procedures - March 02, 2007
Exam 202R - Residential Sales and Income Approach - February 26, 2010
Exam 300G - Real Estate Finance and Statistics - April 13, 2008
Exam 400G - Market Analysis and Highest and Best Use - October 24, 2009
Exam 401G - General Appraiser Sales Comparison - April 30, 2009
Exam 402G - General Appraiser Cost and Site Valuation - March 8, 2008
Exam 403G - General Appraiser Income (Part I) - May 10, 2008
Exam 404G - General Appraiser Income (Part II) - September 11, 2009
Exam 405G - General Appraiser Report Writing - November 16, 2009
Exam 501GP - Advanced Income Capitalization - May 13, 2011
Exam 520GP - Advanced Concept and Case Studies - November 19, 2011
Exam 525GP - Advanced Market Analysis & Case Studies – February 13, 2012
Exam - 15 hr. USPAP - March 22, 2012
Business Practices and Ethics - September 19, 2010
Exam - Advanced Residential Applications & Case Studies – 10/24/2019
Exam - Advanced Residential Report Writing – 11/27/2019

International Right of Way Association

Course 100 - Principles of Land Acquisition - March 3, 2014
Course 103 - Ethics and the Right of Way Profession - June 29, 2011
Course 200 - Principles of Real Estate Negotiation - September 23, 2010
Course 203 - Alternative Dispute Resolution - March 3, 2014
Course 205 - Bargaining Negotiations - October 13, 2010
Course 400 - Principles of Real Estate Appraisal - June 1, 2013
Course 403 - Easement Valuation - September 21, 2010
Course 700 - Introduction to Property Management - June 24, 2011
Course 800 – Principles of Real Estate Law – April 2, 2014
Course 802 - Legal Aspects of Easements - September 25, 2010

PROFESSIONAL AFFILIATIONS

Appraisal Institute – Member – SRA Designation
Texas General Real Estate Appraiser, Certificate #TX-1338768-G
International Right of Way Association – Senior Member - SR/WA Certificate #6470
CCIM Institute - Member
National Association of Realtors
Texas Association of Realtors
Greater McAllen Association of Realtors
Laredo Association of Realtors
San Antonio Association of Realtors

PROFESSIONAL EXPERIENCE: 2005 to Present - Real estate appraiser servicing the Rio Grande Valley and South Texas. Experience includes appraisals of single and multi-family residential units, office condominiums, office buildings, retail centers, country clubs and golf courses, marinas, mobile home and recreational vehicle parks, warehouses, packing sheds, unimproved land, farms, ranches, residential-commercial-industrial subdivisions, and right-of-way appraisals.

1997 to 2002 - United States Air Force; Crew chief responsible for the maintenance, repair, and munitions on an A-10 attack aircraft

CONTINUING EDUCATION - SEMINARS

Subdivision Analysis - Guide to Valuing Improved Subdivisions
Comparative Analysis
Forecasting Revenue
Commercial Appraisal Review
Discounted Cash Flow Model: Concepts and Issues
Small Hotel/Motel Valuation
Eminent Domain and Condemnation
2020-2021 USPAP

Glossary

This glossary contains the definitions of common words and phrases, used throughout the appraisal industry, as applied within this document. Please refer to the publications listed in the **Works Cited** section below for more information.

Works Cited:

- Appraisal Institute. *The Appraisal of Real Estate.* 15th ed. Chicago: Appraisal Institute, 2013. Print.
- Appraisal Institute. *The Dictionary of Real Estate Appraisal.* 6th ed. 2015. Print.

Band of Investment

A technique in which the capitalization rates attributable to components of an investment are weighted and combined to derive a weighted-average rate attributable to the total investment (i.e., debt and equity, land and improvements). (Dictionary, 6th Edition)

Common Area

1. The total area within a property that is not designed for sale or rental but is available for common use by all owners, tenants, or their invitees, e.g., parking and its appurtenances, malls, sidewalks, landscaped areas, recreation areas, public toilets, truck and service facilities.
2. In a shopping center, the walkways and areas onto which the stores face and which conduct the flow of customer traffic. (ICSC) (Dictionary, 6th Edition)

Common Area Maintenance (CAM)

1. The expense of operating and maintaining common areas; may or may not include management charges and usually does not include capital expenditures on tenant improvements or other improvements to the property.
    - CAM can be a line-item expense for a group of items that can include maintenance of the parking lot and landscaped areas and sometimes the exterior walls of the buildings.
    - CAM can refer to all operating expenses.
    - CAM can refer to the reimbursement by the tenant to the landlord for all expenses reimbursable under the lease. Sometimes reimbursements have what is called an administrative load. An example would be a 15% addition to total operating expenses, which are then prorated among tenants. The administrative load, also called an administrative and marketing fee, can be a substitute for or an addition to a management fee.
2. The amount of money charged to tenants for their shares of maintaining a center's common area. The charge that a tenant pays for shared services and facilities such as electricity, security, and maintenance of parking lots. Items charged to common area maintenance may include cleaning services, parking lot sweeping and maintenances, snow removal, security, and upkeep. (ICSC) (Dictionary, 6th Edition)

Debt Coverage Ratio (DCR)

The ratio of net operating income to annual debt service (DCR = NOI/Im), which measures the relative ability of a

property to meet its debt service out of net operating income; also called debt service coverage ratio (DSCR). A larger DCR indicates a greater ability for a property to withstand a downturn in revenue, providing an improved safety margin for a lender. (Dictionary, 6th Edition)

Discount Rate
A rate on return on capital used to convert future payments or receipts into present value; usually considered to be a synonym for yield rate. (Dictionary, 6th Edition)

Effective Age
The age of property that is based on the amount of observed deterioration and obsolescence it has sustained, which may be different from its chronological age. (Dictionary, 6th Edition)

Effective Date
1. The date on which the appraisal or review opinion applies. (SVP)
2. In a lease document, the date upon which the lease goes into effect.

Exposure Time
1. The time a property remains on the market.
2. The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market. (Dictionary, 6th Edition)

External Obsolescence
A type of depreciation; a diminution in value caused by negative externalities and generally incurable on the part of the owner, landlord, or tenant. The external influence may be either temporary or permanent (Dictionary, 6th Edition).

Extraordinary Assumption
An assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinion or conclusion. Comment: Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. (USPAP, 2016-2017 ed.) (Dictionary, 6th Edition)

Fee Simple Estate
Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. (Dictionary, 6th Edition)

Functional Obsolescence
The impairment of functional capacity of a property according to market tastes and standards. (Dictionary, 6th Edition)

Functional Utility
The ability of a property or building to be useful and to perform the function for which it is intended according to current market tastes and standards; the efficiency of a building's use in terms of architectural style, design and layout, traffic patterns, and the size and type of rooms. (Dictionary, 6th Edition)

Gross Building Area (GBA)
1. Total floor area of a building, excluding unenclosed areas,

measured from the exterior of the walls of the above grade area. (Dictionary, 6th Edition)

Gross Leasable Area (GLA)
Total floor area designed for the occupancy and exclusive use of tenants, including basements and mezzanines; measured from the center of joint partitioning to the outside wall surfaces. (Dictionary, 6th Edition)

Highest & Best Use
The reasonably probable use of property that results in the highest value. The four criteria that the highest and best legal use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. (Dictionary, 6th Edition)

Hypothetical Condition
A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but it is used for the purpose of analysis. Comment: Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. (USPAP, 2016-2017 ed.) (Dictionary, 6th Edition)

Leased Fee Interest
The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the revisionary right when the lease expires. (Dictionary, 6th Edition)

Market Area
The geographic region from which a majority of demand comes in which the majority of competition is located. Depending on the market, a market area may be further subdivided into components such as primary, secondary, and tertiary market areas, or the competitive market area may be distinguished from the general market area. (Dictionary, 6th Edition)

Market Rent
The most probable rent that a property should bring in a competitive and open market reflecting the conditions and restrictions of a specified lease agreement, including the rental adjustment and reevaluation, permitted uses, use restrictions, expense obligations, term, concessions, renewal and purchase options, and tenant improvements (TIs). (Dictionary, 6th Edition)

Market Value
A type of value that is the major focus of most real property appraisal assignments. Both economic and legal definitions of market value have been developed and refined, such as the following:

1. The most widely accepted components of market value are incorporated in the following definition: The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after a reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgably, and for self-interest, and assuming that neither is under undue duress.
2. Market value is described, not defined, in the Uniform Standards of

Professional Appraisal Practice (USPAP) as follows: A type of value, stated as an opinion, that presumes the transfer of a property (i.e., a right of ownership or a bundle of such rights), as of a certain date, under specific conditions set forth in the definition of the term identified by the appraiser as applicable in an appraisal.

USPAP also requires that certain items be included in every appraisal report. Among these items, the following are directly related to the definition of market value:

- Identification of the specific property rights to be appraised.
- Statement of the effective date of the value opinion.
- Specification as to whether cash, terms equivalent to cash, or other precisely described financing terms are assumed as the basis of the appraisal.
- If the appraisal is conditioned upon financing or other terms, specification as to whether the financing or terms are at, below, or above market interest rates and/or contain unusual conditions or incentives. The terms of above—or below—market interest rates and/or other special incentives must be clearly set forth; their contribution to, or negative influence on, value must be described and estimated; and the market data supporting the opinion of value must be described and explained.

3. The following definition of market value is used by agencies that regulate federally insured financial institutions in the United States: The most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and the seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:
   - Buyer and seller are typically motivated;
   - Both parties are well informed or well advised, and acting in what they consider their best interests;
   - A reasonable time is allowed for exposure in the open market;
   - Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
   - The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

4. The International Valuation Standards Council defines *market value* for the purpose of international standards as follows: The estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction, after proper marketing and where the parties had each acted knowledgably, prudently and without compulsion. (IVS)
5. The Uniform Standards for Federal Land Acquisitions defines *market value* as follows: Market value is the amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property

would have sold on the effective date for the appraisal, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property at the time of the appraisal. (Uniform Standards for Federal Land Acquisitions) (Dictionary, 6th Edition)

Marketing Time
An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of the appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. (Advisory Opinion 7 of the Standards Board of The Appraisal Foundation and Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions" address the determination of reasonable exposure and marketing time). (Dictionary, 6th Edition)

Net Operating Income (NOI)
The actual or anticipated net income that remains after all operating expenses are deducted from effective gross income but before mortgage debt service and book depreciation are deducted. Note: This definition mirrors the convention used in corporate finance and business valuation for EBITDA (earnings before interest taxes, depreciation, and amortization) (Dictionary, 6th Edition)

Obsolescence
One cause of depreciation; an impairment of desirability and usefulness caused by new inventions, changes in design, improved processes for production, or external factors that make a property less desirable and valuable for a continued use; may be either functional or external. (Dictionary, 6th Edition)

Parking Ratio
A ratio of parking area or parking spaces to an economic or physical unit of comparison. Minimum required parking ratios of various land uses are often stated in zoning ordinances. (Dictionary, 6th Edition)

Rentable Area
For office buildings, the tenant's pro rata portion of the entire office floor, excluding elements of the building that penetrate through the floor to the areas below. The rentable area of a floor is computed by measuring to the inside finished surface of the dominant portion of the permanent building walls, excluding any major vertical penetrations of the floor. Alternatively, the amount of space on which the rent is based; calculated according to local practice. (Dictionary, 6th Edition)

Replacement Cost
The estimated cost to construct, at current prices as of the effective appraisal date, a substitute for the building being appraised, using modern materials and current standards, design, and layout. (Dictionary, 6th Edition)

Scope of Work
The type and extent of research and analyses in an appraisal or appraisal

review assignment. (USPAP, 2016-2017 ed.)

Stabilized Occupancy
An expression of the average or typical occupancy that would be expected for a property over a specified projection period or over its economic life. (Dictionary, 6th Edition)

Tenant Improvements (TIs)
1. Fixed improvements to the land or structures installed and paid for use by a lessee.
2. The original installation of finished tenant space in a construction project; subject to periodic change for succeeding tenants. (Dictionary, 6th Edition)

Vacancy and Collection Loss
A deduction from potential gross income (PGI) made to reflect income reductions due to vacancies, tenant turnover, and non-payment of rent; also called vacancy and credit loss or vacancy and contingency loss. (Dictionary, 6th Edition)

APPRAISAL REPORT
REAL ESTATE APPRAISAL

Of
Single-Family Residence



1526 E Jackson St
Brownsville, Cameron County, Texas, 78520

As of
June 22, 2023

Prepared For
Mr. Juan Velez
City of Brownsville Planning & Redevelopment Services
1034 E Levee St, 2nd Floor
Brownsville, Texas, 78520

Prepared by
PROFESSIONAL APPRAISAL SERVICES INC.
John Malcom, MAI, AI-GRS, SR/WA, CCIM
Texas-1320239-G

File Name:
PAS 2023-7090

PROFESSIONAL APPRAISAL SERVICES, INC.

140 Emerald Garden Rd
San Marcos, Texas, 78666

956-687-9535
Email : jmalcom@proappraisal.com

July 14, 2023

Mr. Juan Velez
1034 E Levee St, 2nd Floor
Brownsville, Texas 78520

Re: Appraisal Report, Real Estate Appraisal
Single-Family Residence
1526 E Jackson St
Brownsville, Cameron County, Texas, 78520

Dear Mr. Velez:

At your request, we have prepared an appraisal according to the engagement letter terms in the addendum, and under standards and reporting requirements of the Uniform Standards of Professional Appraisal Practice (USPAP) adopted by the Appraisal Standards Board of the Appraisal Foundation.

This is an Appraisal Report as defined by the Uniform Standard of Appraisal Practice under Standards Rule 2-2(a). This format provides a detailed and complete description of the appraisal process, subject data, and valuation. The approaches employed in the appraisal report are considered within the industry to be sufficient to develop credible assignment results in solving the appraisal problem.

The report is intended for the use by the client, City of Brownsville Planning & Redevelopment Services. Under USPAP the appraisers require written authorization to discuss assignment results or confidential information with anyone except the client. This report is also subject to review by duly authorized representatives of the Appraisal Institute, and the State of Texas real estate appraisal subcommittee of the Texas Real Estate Commission. Use of this report by other, for any reason, is not authorized. No one else, or any other entities, may rely on this appraisal.

This report has been prepared for the purpose of estimating the 'as is' market value of the subject property as of June 22, 2023, for the Fee Simple interest.

This is a real estate appraisal that includes both real estate and any furniture, fixtures, or equipment (FF&E) necessary to operate the property.

The terms Extraordinary Assumptions and Hypothetical Conditions are defined within the Glossary section of this report, and when used may have significant impact on appraisal observations and conclusions when present.

Hypothetical Conditions:

- There are no hypothetical conditions for this appraisal.

Extraordinary Assumptions:

- Based on the land data presented and current condition of the improvements, the residence has reached the end of their economic life. Demolition costs have not been included

Please reference page 5 of this report for important information regarding the scope of research and analysis for this appraisal, including property identification, inspection, highest and best use analysis and valuation methodology.

We certify that we have no present or contemplated future interest in the property beyond this estimate of value. The appraiser has not performed any prior services regarding the subject within the previous three years of the appraisal date.

The subject property for valuation purposes is briefly described as follow:

The subject property is situated on the southerly side of Jackson Street between East 15th Street and East 16th Street in the downtown area of Brownsville, Texas. The physical address is 1526 E Jackson Street. It includes a 6,000 square foot land tract with an approximate 560 single-family residence consisting of two bedrooms and one full bath. The property owner is Yvonne Shears.

Based on the appraisal described in the accompanying report, subject to the Limiting Conditions and Assumptions, Extraordinary Assumptions and Hypothetical Conditions, we have made the following value conclusion(s):

Current As Is Market Value: The "As Is" market value of the Fee Simple estate of the property, as of June 22, 2023, is

$55,000
Fifty Five Thousand Dollars

The market value conclusion is representative of real property only and does not include any personal property or FF&E.

Exposure time is defined as the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of appraisal. Exposure time is always retrospective based upon an analysis of past events in a competitive and open market. Based on a review of the comparable sales presented and current market conditions, the market exposure time preceding June 22, 2023 would have been 12 months and the estimated marketing period as of June 22, 2023 is 12 months.

We trust this report satisfies the conditions of your request. Please call on us if any item is not clear or if further amplification of any point in this report would be helpful. Thank you for the confidence placed in us by virtue of this assignment and for the opportunity of providing our appraisal and consultation services to you.

Respectfully submitted,
Professional Appraisal Services Inc.





John Malcom, MAI, AI-GRS, SR/WA,
CCIM - Texas-1320239-G

Brandon Terry, SRA, SR/WA
TX-1338768-G

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Summary of Important Facts and Conclusions

GENERAL	
Subject:	Single-Family Residence 1526 E Jackson St Brownsville, Cameron County, Texas, 78520 An approximate 560 square foot residence
Owner:	Yvonne Shears
Legal Description:	Lot 4, Block 148, Brownsville Original Townsite, Brownsville, Cameron County, Texas.
Date of Report:	July 14, 2023
Intended Use:	The intended use is for possible funding for rehabilitation of historic structures.
Intended User(s):	The client, City of Brownsville Planning & Redevelopment Services.
Zoning:	General Retail
Highest and Best Use of the Site:	Residential development
Highest and Best Use as Improved:	The improvements have reached the end of their economic life and is considered unimproved land.
Type of Value:	Market Value

Assessment:

Real Estate Assessment and Taxes					
Tax ID	**Land**	**Improvements**	**Total**	**Tax Rate**	**Taxes**
01-0000-1480-0040-00	$49,800	$15,930	$65,730	$2.4787	$1,629

Land:

Land Summary						
Parcel ID	Gross Land Area (Acres)	Gross Land Area (Sq Ft)	Usable Land Area (Acres)	Usable Land Area (Sq Ft)	Topography	Shape
Subject	0.138	6,000	0.138	6,000	Level	Rectangular

Improvements:

Building Summary					
Building Name/ID	Year Built	Condition	Number of Stories	Gross Building Area	Gross Living Area
Subject	1930	Average	1	560	560

VALUE INDICATIONS

Cost Approach:	N/A
Sales Comparison - Land:	$55,000
Income Approach:	N/A

Reconciled Value:	**As Is**
Value Conclusion	$55,000
Effective Date	June 22, 2023
Property Rights	Fee Simple

Limiting Conditions and Assumptions

Acceptance of and/or use of this report constitutes acceptance of the following limiting conditions and assumptions; these can only be modified by written documents executed by both parties.

This appraisal is to be used only for the purpose stated herein. While distribution of this appraisal in its entirety is at the discretion of the client, individual sections shall not be distributed; this report is intended to be used in whole and not in part.

No part of this appraisal, its value estimates or the identity of the firm or the appraiser(s) may be communicated to the public through advertising, public relations, media sales, or other media.

All files, work papers and documents developed in connection with this assignment are the property of Professional Appraisal Services Inc.. Information, estimates and opinions are verified where possible, but cannot be guaranteed. Plans provided are intended to assist the client in visualizing the property; no other use of these plans is intended or permitted.

No hidden or unapparent conditions of the property, subsoil or structure, which would make the property more or less valuable, were discovered by the appraiser(s) or made known to the appraiser(s). No responsibility is assumed for such conditions or engineering necessary to discover them. Unless otherwise stated, this appraisal assumes there is no existence of hazardous materials or conditions, in any form, on or near the subject property.

Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyl, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, was not called to the attention of the appraiser nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test for such substances. The presence of such hazardous substances may affect the value of the property. The value opinion developed herein is predicated on the assumption that no such hazardous substances exist on or in the property or in such proximity thereto, which would cause a loss in value. No responsibility is assumed for any such hazardous substances, nor for any expertise or knowledge required to discover them.

Unless stated herein, the property is assumed to be outside of areas where flood hazard insurance is mandatory. Maps used by public and private agencies to determine these areas are limited with respect to accuracy. Due diligence has been exercised in interpreting these maps, but no responsibility is assumed for misinterpretation.

Good title, free of liens, encumbrances and special assessments is assumed. No responsibility is assumed for matters of a legal nature. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.

Necessary licenses, permits, consents, legislative or administrative authority from any local, state or Federal government or private entity are assumed to be in place or reasonably obtainable.

It is assumed there are no zoning violations, encroachments, easements or other restrictions which would affect the subject property, unless otherwise stated.

The appraiser(s) are not required to give testimony in Court in connection with this appraisal. If the appraisers are subpoenaed pursuant to a court order, the client agrees to pay the appraiser(s) Professional Appraisal Services Inc.'s regular per diem rate plus expenses.

Appraisals are based on the data available at the time the assignment is completed. Amendments/modifications to appraisals based on new information made available after the appraisal was completed will be made, as soon as reasonably possible, for an additional fee.

The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

All engineering studies are assumed to be correct. Any plot plans or illustrative material in this report are included only to help the reader visualize the property.

It is assumed that the property is in full compliance with all applicable federal, state and local environmental regulations and laws unless the lack of compliance is stated, described and considered in the appraisal.

It is assumed that the property conforms to all applicable zoning and us regulations and restrictions unless non-conformity has been identified, described and considered in the appraisal.

It is assumed that the land and improvements is confined within the boundaries or property lines of the property described and considered in the appraisal.

By reason of the report, there is no requirement to testify with the reference to the property herein appraised, unless arrangements have been previously arranged.

Americans with Disabilities Act (ADA) of 1990
A civil rights act passed by Congress guaranteeing individuals with disabilities equal opportunity in public accommodations, employment, transportation, government services, and telecommunications. Statutory deadlines become effective on various dates between 1990 and 1997. Professional Appraisal Services Inc. has not made a determination regarding the subject's ADA compliance or non-compliance**. Non-compliance could have a negative impact on value, however this has not been considered or analyzed in this appraisal**.

INTRODUCTION

PURPOSE OF THE APPRAISAL REPORT

This report has been prepared for the purpose of estimating the 'as is' market value of the subject property as of June 22, 2023.

CLIENT, INTENDED USER & USE OF THE APPRAISAL REPORT

This report is intended for use by the client, City of Brownsville Planning & Redevelopment Services. And the intended use is for possible funding for rehabilitation of historic structures. Under USPAP, the appraiser requires written authorization to discuss assignment results or confidential information with anyone except the client. Use of this report by others is not intended by the appraiser.

According to the client, the intended use is for possible funding for rehabilitation of historic structures.

DEFINITION OF FAIR MARKET VALUE

The focus of the appraisal problem for the assignment is Market Value. Both economic and legal definitions of Market Value have been developed and refined by numerous entities for a number of different purposes. The economic definition agreed upon by federal financial institutions in the United States and intended in this appraisal is:

The most probable price which a property should bring in a competitive and open market under all condition's requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;

2. Both parties are well informed or well advised, and acting in what they consider their own best interests;

3. A reasonable time is allowed for exposure in the open market;

4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and

5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

This definition is suggested by FIRREA of 1989-Title XI and its updates, the Uniform Standards of Professional Appraisal Practice (USPAP), the Appraisal Institute and Federal Deposit Insurance Corporation.

Source: 12 CFR 34.42
Code of Federal Regulations: Title 12; Banks and Banking; Chapter I–Comptroller of The Currency, Department of The Treasury; Part 34–Real Estate Lending and Appraisals–Subpart C–Appraisals Sec. 34.42 Definitions; Revised as of January 1, 2000.

PROPERTY RIGHTS APPRAISED

The property rights appraised include the Fee Simple estate interest in the subject property on an as is basis. Fee Simple estate is defined as follows:

A **Fee Simple** interest is defined[1] as:

> Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

ASSIGNMENT CONDITIONS

Extraordinary Assumptions and Hypothetical Conditions may affect the assignment results. Definitions of these terms are obtained from the Appraisal Foundations Uniform Standards of Appraisal Practice (USPAP) 2022-2023 Edition.

Extraordinary Assumption
An extraordinary assumption is uncertain information accepted as fact and defined as:

> *An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.*

- Based on the land data presented and current condition of the improvements, the residence has reached the end of their economic life. Demolition costs have not been included

Hypothetical Condition
A hypothetical condition is a condition contrary to know fact on the date of appraisal and is defined as:

> *A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.*

- There are no hypothetical conditions for this appraisal.

[1] Appraisal Institute, The Dictionary of Real Estate Appraisal, 6th ed. (Chicago: Appraisal Institute, 2015).

Scope of Work

Scope of Work defined: Scope of Work is defined as the type and extent of research and analysis in an assignment. [2]

The Scope of Work Rule requires an appraiser to complete the following three elements in performing and communicating the results of an appraisal:

Identify the problem to be solved
Determine and perform the scope of work necessary to develop credible assignment results, and
Disclose the scope of work in the report.

Scope of work includes, but is not limited to the following considerations:
The extent to which the property is identified,
The extent to which tangible property is inspected,
The type and extent of data researched, and
The type and extent of analysis applied to arrive at opinions and conclusion.

This appraisal is prepared for Mr. Juan Velez, City of Brownsville Planning & Redevelopment Services. The problem to be solved is estimating the 'as is' market value of the subject property. The intended use is for possible funding for rehabilitation of historic structures. This appraisal is intended for the use of client, City of Brownsville Planning & Redevelopment Services. The use by others, for any reason, is not authorized.

SCOPE OF WORK	
Report Type:	This is a Appraisal Report as defined by Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2(a). This format provides a summary or description of the appraisal process, subject and market data and valuation analyses.
Property Identification:	The subject has been identified by the legal description and the assessors' parcel number.
Inspection:	A complete interior and exterior inspection of the subject property has been made, and photographs taken.

[2] Uniform Standards of Professional Appraisal Practice, 2022-2023 Edition. *The Appraisal Foundation*.

Market Area and Analysis of Market Conditions:	A complete analysis of market conditions has been made. The appraiser maintains and has access to comprehensive databases for this market area and has reviewed the market for sales and listings relevant to this analysis.
Highest and Best Use Analysis:	A complete as vacant and as improved highest and best use analysis for the subject has been made. Physically possible, legally permissible and financially feasible uses were considered, and the maximally productive use was concluded.
Type of Value:	Market Value

Valuation Analyses

Cost Approach:	A cost approach was not applied as the improvements are older construction and have reached the end of their economic life. The property is considered as unimproved land.
Sales Comparison Approach:	A sales approach was applied as there is adequate data to develop a value estimate and this approach reflects market behavior for this property type.
Income Approach:	An income approach was applied as the improvements have reached the end of their economic life.

Hypothetical Conditions:

- There are no hypothetical conditions for this appraisal.

Extraordinary Assumptions:

- Based on the land data presented and current condition of the improvements, the residence has reached the end of their economic life. Demolition costs have not been included

DESCRIPTION & ANALYSIS

IDENTIFICATION & HISTORY OF SUBJECT PROPERTY

LOCATION AND ADDRESS

Property Name:	Single-Family Residence
Location:	1526 E Jackson St Brownsville, Cameron County, Texas, 78520
Parcel Number:	01-0000-1480-0040-00
Orientation:	The subject property is situated on the southerly side of Jackson Street between East 15th Street and East 16th Street in the downtown area of Brownsville, Texas. The physical address is 1526 E Jackson Street.
MSA:	Harlingen/Brownsville

LEGAL DESCRIPTION

Lot 4, Block 148, Brownsville Original Townsite, Brownsville, Cameron County, Texas.

OWNER OF RECORD

According to the Cameron County Appraisal District, the current owner of record is Yvonne Shears.

SALE AND LISTING HISTORY

The subject property has been under the same ownership for many years with no conveyances in the three-year period prior to appraisal date.

As of the appraisal date, the property is not listed for sale, under contract to be purchased or subject to any lease agreements.

Site Description

Various data sources have been considered to complete this assignment. This includes an analysis of the subject neighborhood, market trends and comparable data to analyze the subject. Applicable data sources include but are not limited to local real estate experts, governmental agencies, grantors and grantees.

Land Summary						
Parcel ID	Gross Land Area (Acres)	Gross Land Area (Sq Ft)	Usable Land Area (Acres)	Usable Land Area (Sq Ft)	Topography	Shape
Subject	0.138	6,000	0.138	6,000	Level	Rectangular

SITE	
Location:	The subject property is situated on the southerly side of Jackson Street between East 15th Street and East 16th Street in the downtown area of Brownsville, Texas. The physical address is 1526 E Jackson Street.
Current Use of the Property:	Single-family residence.
Site Size:	Total: 0.138 acres; 6,000 square feet Usable: 0.138 acres; 6,000 square feet The subject is a subdivided lot with no portions being in the road right of way. The gross and usable land areas are considered the same.
Shape:	The site is rectangular in shape.
Frontage/Access:	The subject property has average access with frontage as follows: • Jackson Street: 50.00 feet • No secondary frontage: 0.00 feet The site has a total depth of 120.00 feet from north to south. It is not a corner but offers adequate frontage and access for residential use.
Visibility:	Visibility and access are considered average.
Topography:	The subject has level topography at grade and no areas of wetlands.

Soil Conditions: A soil report was not provided and is not considered necessary. Based on observation of this site and development on nearby sites, there are no apparent ground stability problems.

Utilities: Electricity: Electricity
Sewer: City sewer
Water: City water

Adequacy: Utilities are considered sufficient to service the property to its highest and best use.

Off-Site Improvements:

Off-site Improvements		
Type	Public	Private
Street	Asphalt	None
Curb/gutter	Concrete	None
Sidewalks	Concrete	None
Street Lights	Overhead	None
Alley	Dirt	None

Flood Zone: The subject is in an area mapped by the Federal Emergency Management Agency (FEMA). The subject is located in FEMA flood zone X, which is classified as a flood hazard area.

FEMA Map Number: 48061C0590F
FEMA Map Date: February 16, 2018

The subject is outside the 500-year flood plain. The appraiser is not an expert in this matter and is reporting data from FEMA maps.

Wetlands/Watershed: No wetlands were observed during our site inspection.

Environmental Issues: There are no observed environmental problems and/or ramifications associated with the subject site. During the inspection of the property, the appraisers did not observe any signs of contamination and no uses of the premise would suggest that any are present. However, the appraisers are not experts in this matter and the appraisal is prepared under the assumption that no problems exist that would adversely affect the property. Please reference Limiting Conditions and Assumptions.

Encumbrance / Easements:	Standard utility easements and road rights of way are present. Please reference Limiting Conditions and Assumptions. No title report or title policy was made available. The valuation assumes no adverse impacts from easements, encroachments, or restrictions and further assumes that the subject has a clear and marketable title.

Summary

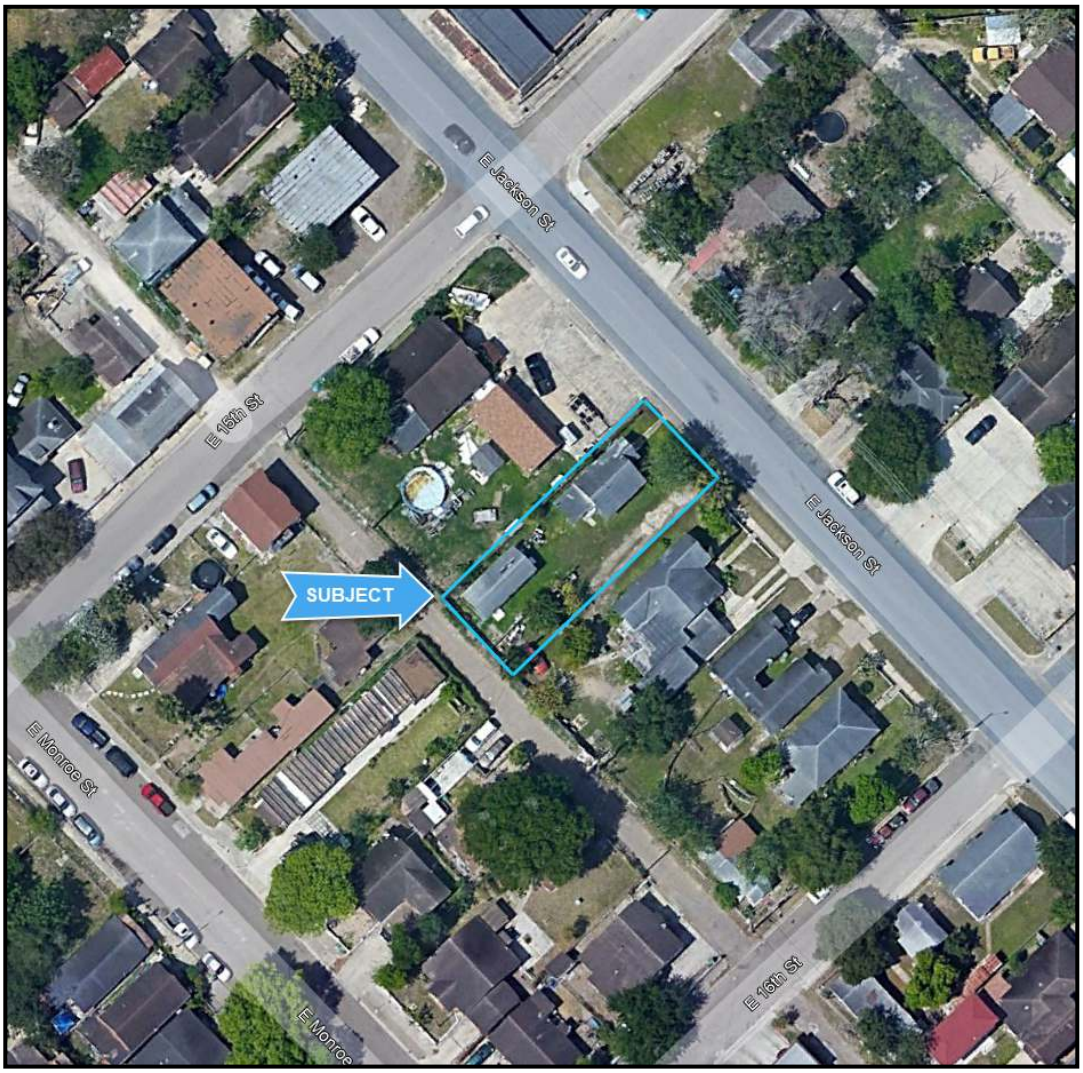
The subject property is a rectangular shaped tract offering a net land area 0.138 acres or 6,000 square feet. The subject property is situated on the southerly side of Jackson Street between East 15th Street and East 16th Street in the downtown area of Brownsville, Texas. The physical address is 1526 E Jackson Street. Overall, the site features 50.00 feet of frontage with a total depth of 120.00'. Access and visibility of the subject site is average.

The site has a generally level topography, is in an area designated as Zone "X" by FEMA and is not adversely affected by easements. The site has potable water and sanitary sewer service provided by the city of Brownsville and the site is currently zoned 'General Retail'.

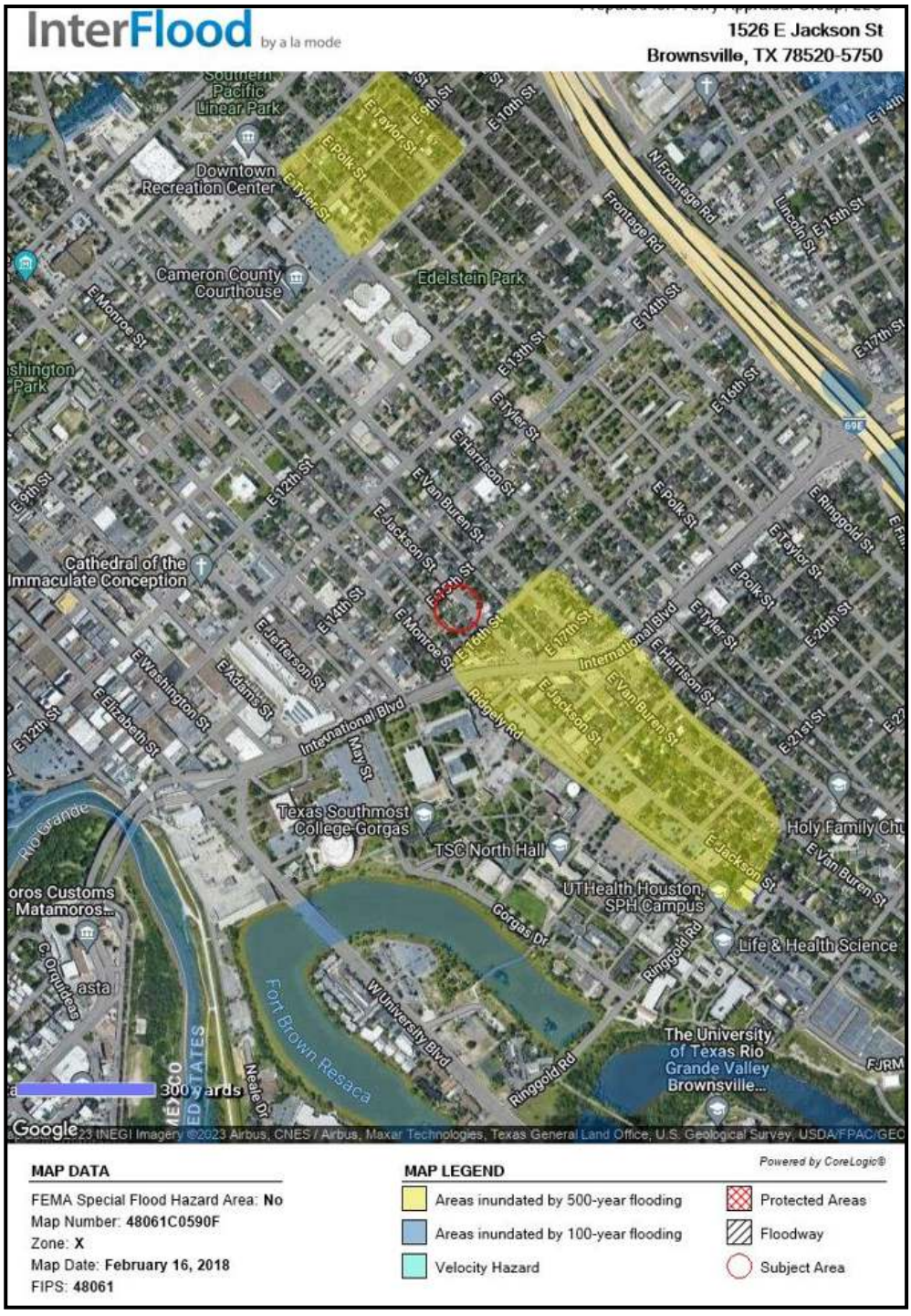
Conclusion

The site benefits from its location in the downtown area of Brownsville which offers convenient access to primary traffic arteries and is an established residential area. Overall, there are no known factors which are considered to prevent the site from development to its highest and best use, as if vacant.

Aerial Photo



Flood Insurance Rate Map



IMPROVEMENTS DESCRIPTION

Development/Property Name:	Single-Family Residence
Property Type:	Residential
Overview:	An approximate 560 square foot residence

Building Summary

Building Name/ID	Year Built	Condition	Number of Stories	Gross Building Area	Gross Living Area
Subject	1930	Average	1	560	560

GENERAL - SUBJECT

Building Identification:	Subject
Building Description:	Residence
Construction:	Class D
Construction Quality:	Average
Year Built:	1930
Renovations:	None known
Effective Age:	60 years
Remaining Useful Life:	0 years
Condition:	Average
Appeal/Appearance:	Average
Areas, Ratios & Numbers:	Number of Stories: 1 Gross Building Area: 560 Gross Leasable Area: 560

FOUNDATION, FRAME & EXTERIOR - SUBJECT	
Foundation:	Piers, blocks
Structural Frame:	Wooden Frame
Exterior:	Wood siding
Windows:	Fixed Casement
Roof/Cover:	Pitched, wood frame / Composition
Access:	The primary entrance is north facing Jackson Street with secondary access on the south from the back yard.

INTERIOR - SUBJECT	
Interior Layout:	Average
Floor Cover:	Laminate
Walls:	Painted drywall
Ceilings & Ceiling Height:	Painted drywall / 8 feet
Lighting:	Suspended fixtures
Restrooms:	There is one full bath with three fixtures. The interior finish is consistent with the rest of the residence.

MECHANICAL SYSTEMS - SUBJECT	
Heating:	None
Cooling:	None, window units
Electrical:	Adequate
Plumbing Condition:	Average

PARKING	
Parking Type and Number of Spaces:	Type: None Spaces: 0 spaces Condition: Average

SITE IMPROVEMENTS	
Paving:	The site does not include paving.
Landscaping:	The site does not have any maintained landscaping.

Summary

The subject includes a single-story single-family residence that offers approximately 560 square feet of gross living area. It is separated into an open living and dining area, kitchen, two bedrooms, and one full bath.

The general construction characteristics include a pier/block foundation, wood framed building with wood siding and a wooden roof system covered with composition shingles. The interior includes laminate flooring, painted drywall interior partitioning, painted drywall ceiling, and suspended light fixtures. The residence does not offer air-conditioning or heating.

It is noted that there is a secondary structure at the rear of the property but has not been included due to estimated repairs exceeding the cost of the structure.

PROPERTY ANALYSIS	
Design & Functional Utility:	Overall design and construction is consistent with modern standards and offers similar layouts as competing properties within the local market.
Deferred Maintenance:	The improvements are older construction that need significant renovations to the interior and exterior of the residence along with the foundation as the kitchen and bathroom are severely sloping.
Comments:	The property is in poor condition and displays major defects and deferred maintenance. Based on the current condition and underlying land value, the improvements have reached the end of their economic life.

Subject Photographs



Front View of Improvements



East along Jackson Street



West along Jackson Street



Rear & East Side of Improvements



West Side of Improvements



Living Area



Kitchen



Bedroom



Bathroom



Bathroom



Roofing in Bathroom

Assessment and Taxes

Taxing Authority City of Brownsville, Cameron County, Brownsville Navigation District, South Texas ISD, Brownsville ISD, Texas Southmost College.

Assessment Year 2023

Real Estate Assessment and Taxes					
Tax ID	**Land**	**Improvements**	**Total**	**Tax Rate**	**Taxes**
01-0000-1480-0040-00	$49,800	$15,930	$65,730	$2.4787	$1,629

Real Estate Assessment Analysis					
Tax ID	**Per SF**	**Per Acre**	**Total**	**Equalization Ratio**	**Implied Value**
01-0000-1480-0040-00	$117.38	$477,203	$65,730	100.0%	$65,730

Notes:

Comments

The assessed values are based on information obtained from the County Appraisal District for 2023. The property is not currently under any exemptions. The calculations in the table above is based on the GBA for the price per square foot and the net land area for the price per acre.

Neighborhood Description

For the purpose of this appraisal, the subject neighborhood includes the downtown portion of Brownsville which extends from Boca Chica Boulevard on north, Rio Grance River on the west, International Boulevard (SH 48) on the south and Expressway 83 (I-2) on the east. This is the oldest portion of the market and includes the downtown commercial district, international bridge along with a large residential base. Due to the limited available land to develop in the area, the new growth is in northern Brownsville where vacant land is being developed with new residential subdivisions that have shown success with a high rate of absorption of both unimproved lots and completed residences. As the residential base continues to expand with the population increasing, commercial development has followed with a mix of office buildings and retail centers noted along along the primary traffic arteries.

Demographics from *Esri Market Profile* indicate that the neighborhood within one mile of the subject property has remained stable over the past 10 years. This is due to the limited amount of available land in the area for additional growth. The immediate area is an older neighborhood within the city with an average household size and median age smaller and older than the county. Median income and home values are lower than the MSA overall, with home values being below the levels for the state and nation. Historically, the neighborhood had a small percentage of rental households compared to the county overall.

Market Conditions

The border of Texas, and thus the United States, lies just south of the subject and runs east and west along the Rio Grande River. Although the immediate area has a relatively low population, the Brownsville MSA has a population of approximately 210,000 with Matamoros, Tamaulipas, in Mexico, just across the Rio Grande River, has a reported population of over 520,000 but reaching near 1,000,000 when including the floating population, making the effective immediate market area well over one million people as many Mexican citizens travel and reside in both countries. Because of the importance of the international border and bridges for economic activity, growth in commercial and residential developments are very active. Many foreign nationals come to the United States and acquire residences in many of the developing areas with the area being a balanced mix of investor-owned rental homes and owner-occupied homes. According to the local MLS, housing values in the subjects market segment have been stable over the past twelve months. Properties have been selling at 81% of the listing price for the most recent quarter with a marketing period of 47 days. There are numerous new subdivisions currently being built-out that throughout the area that don't report through the local MLS and are indicating a high rate of success for both unimproved lots and completed residences. REO properties, foreclosures and short sales are not present in the subject's market segment. Financing is readily available at current market rates, with as high as 100% financing to qualified buyers with the principal method being conventional along with FHA and VA financing. Seller concessions are usually not necessary but are noted primarily in new construction.

Trade and Industry Sectors

International Trade

Because of the geographic location along the United States/Mexico Border and proximity to other major US metropolitan areas (San Antonio and Houston) the Rio Grande Valley has high rates of international travel for retail and trade. The Office of the United States Trade Representative reports 2018 international trade with Mexico at $265 billion in exports and $346 billion in imports. Mexico is the second largest export destination after Canada and the largest source for imports in the Western Hemisphere. Cameron County, with its numerous ports of entry, is one of the United States' most important import links with Mexico. This position should continue to strengthen as the Rio Grande Valley is seeing more importation of fresh produce and industrial goods from the Mexican interior due the Durango-Mazatlán Highway shifting trade patterns in its favor. Uncertainty regarding the North American Free Trade Agreement has been abated with the adoption of the USMCA (United States Mexico and Canada) trade agreement, which became effective in July 2020.

Local Trade

The subject property is located within the Brownsville-Harlingen Metropolitan Statistical Area (MSA) as tracked by the Texas Workforce Commission. The largest employment sector reported for the fourth quarter of 2021 was Education and Health Services, at just under a third of employment. This was followed by Public Administration and Trade, Transportation, and Utilities. Trade and transportation are a major economic component of the Brownsville-Harlingen MSA and Rio Grande Valley due to the border economy.

Space & Aviation

According to the Brownsville Economic Development Corporation in September 2014, SpaceX held the groundbreaking for the world's first ever commercial orbital launch site to be located at Boca Chica Beach, outside the city of Brownsville. From this site, the company plans to make 12 annual launches using its Falcon 9 and Falcon Heavy vehicles. SpaceX designs, manufactures and launches the world's most advanced rockets and spacecraft. SpaceX presence in the region is helping cultivate the future aerospace cluster in the Brownsville area and provide innovation and entrepreneurship opportunities in the space and technology sectors.

The Brownsville/Harlingen MSA is served by two general aviation ports, Valley International Airport in Harlingen and Brownsville/South Padre Island International Airport in Brownsville. Carriers include United, American, Allegiant, Delta, and Sun Country Airlines.

Education

Higher education is obtained from multiple colleges and universities in the Rio Grande Valley. The University of Texas-Rio Grande Valley, a comprehensive regional institution serving the Rio Grande Valley is located in both Edinburg and Brownsville. UTRGV is the fourth largest university in the University of Texas System and the 9th largest in the state with a current enrollment in excess of 28,000 students. There are eleven academic divisions offering over forty bachelor's degrees and over forty master's degrees in more than fifty fields of the sciences, business, arts and humanities, education and social and behavioral sciences. The University of Texas Rio Grande Valley was created by the Texas Legislature in 2013 and combined the resources and assets of the University of Texas at Brownsville and the University of Texas-Pan American. The combined universities will benefit from the Permanent University Fund - a public endowment contributing support to the University of Texas System and the Texas A&M University System.

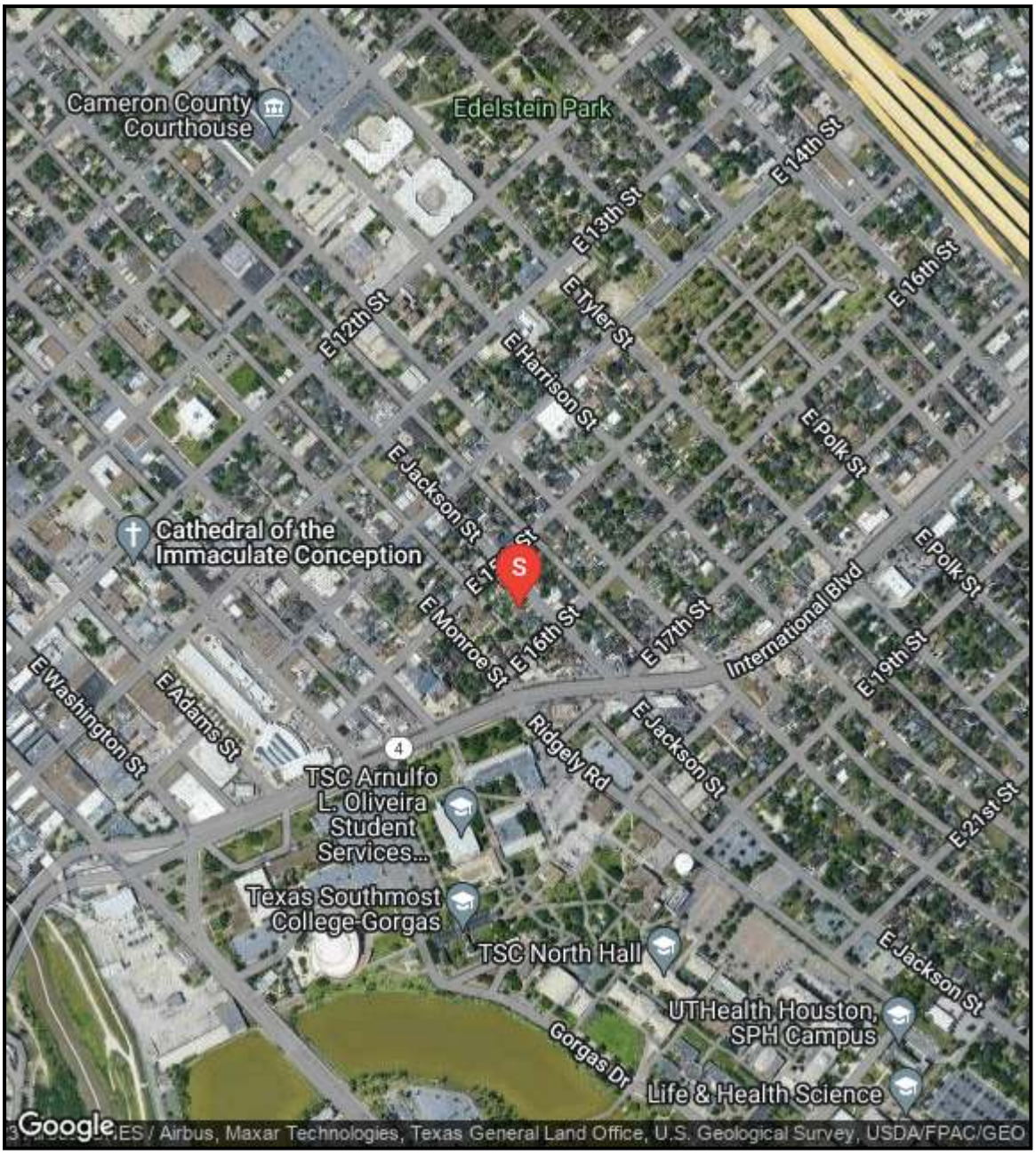
Texas State Technical College provides technical and vocational education in subjects including computer and office skills, printing, drafting, electronics, automotive, truck and farm machinery repairs, welding, medical and dental technology, and other fields of modern technology. The University of Texas at Brownsville, in partnership with Texas Southmost College is located on 54 acres of the historic Fort Brown, one block from the Texas/Mexico border. Educational opportunities include certificates and Associate of applied Science degrees in occupational and technical fields to Bachelor's and Master's degrees in Business, Education, and Arts and Sciences. The expanded curriculum helps to attract new businesses to the Valley by providing bicultural, and locally educated workers.

All sources of information indicate that the southwest region of the United States and the Texas Gulf Coast constitutes one of the country's expanding areas. Located at the extreme southern tip of Texas is Brownsville. Commercially and industrially, this area is well established. The availability of land for expansion, an expanding labor supply, climate and natural resources is an asset for advancement. Capital investment, together with management skills, insures a continued optimism in this area.

Conclusions

The market area as defined herein should experience continued growth. There is a large amount of land available for development and sufficient infrastructure to accommodate development for many years. As the residential population base continues to expand in the area, additional commercial development can be anticipated to follow.

Location Map



Highest and Best Use

Highest and best use may be defined as the reasonably probable and legal use of vacant land or improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value.

1. **Legally Permissible:** The site is in an area that is currently zoned 'General Retail' which is consistent with the downtown area. Acceptable uses include a wide variety of commercial uses along with lower density residential uses consistent with the immediate area.

   Standard utility easements and road rights of way are present. Please reference Limiting Conditions and Assumptions.

2. **Physically Possible:** The appraised property offers approximately 0.138 net acres of land with 50.00 of frontage along Jackson Street. The site is rectangular in shape. The property is located in a special flood hazard area. The subject has level topography at grade and no areas of wetlands. The site offers sufficient size and shape for various uses which include single or multi-family development along with some commercial uses. Typical land uses in the area include single-family residences.

3. **Financially Feasible:** Which possible and permissible use will produce any net return to the owner of the site? Financially feasible uses are limited to considerations that are both physically possible and legally permissible. Based on the current market and recent developments in the area, financially feasible uses are oriented toward residential use.

4. **Maximally Productive.** Among the feasible uses which use will produce the highest net return, (i.e., the highest present worth)? Maximally productive use is for residential development.

Highest and Best Use of the Site

The highest and best use of the site, as vacant, is for: Residential development The appraised property is located along Jackson Street between East 15th Street and East 16th Street in the downtown area of Brownsville, Texas. It is located in the city limits and subject to zoning restrictions which is 'General Retail' consistent with land in the downtown area. Based on area land use patterns on adjacent tracts, residential development can be anticipated. Water, sewer, and electric services are available with service extended along the street frontage. Topography is near level and is not located in a special flood hazard. Highest and best use is for residential development.

Highest and Best Use of the Site 'As Improved'

The highest and best use, as improved, also considers the four major factors. The subject site is improved with an older single-family residence that offers approximately 560 square feet of living area. The improvements are in poor condition and need extensive repair. To determine if the improvements have any value, three improved sales were considered and presented in the addenda with one being nearly a shell and in need of extensive renovations with the other two being larger and habitable with superior conditions to the subject. After considering the sales and current underlying land value, the improvements have reached the end of their economic life and the site should be redeveloped with improvements consistent with the immediate area and to maximize the land value.

VALUATION

Valuation Methodology

Three basic approaches may be used to arrive at an estimate of market value. They are:

1. The Cost Approach
2. The Income Approach
3. The Sales Comparison Approach

Cost Approach

The Cost Approach is summarized as follows:

Cost New
- Depreciation
+ Land Value
= Value

Income Approach

The Income Approach converts the anticipated flow of future benefits (income) to a present value estimate through a capitalization and or a discounting process.

Sales Comparison Approach

The Sales Comparison Approach compares sales of similar properties with the subject property. Each comparable sale is adjusted for its inferior or superior characteristics. The values derived from the adjusted comparable sales form a range of value for the subject. By process of correlation and analysis, a final indicated value is derived.

Final Reconciliation

The appraisal process concludes with the Final Reconciliation of the values derived from the approaches applied for a single estimate of market value. Different properties require different means of analysis and lend themselves to one approach over the others.

Analyses Applied

A **cost analysis** was considered and was not developed because the improvements are older construction and have reached the end of their economic life. The property is considered as unimproved land.

A **sales comparison analysis** was considered and was developed because there is adequate data to develop a value estimate and this approach reflects market behavior for this property type.

An **income analysis** was considered and was developed because the improvements have reached the end of their economic life.

Sales Comparison Approach – Land Valuation

The Sales Comparison Approach is based on the premise that a buyer would pay no more for a specific property than the cost of obtaining a property with the same quality, utility, and perceived benefits of ownership. It is based on the principles of supply and demand, balance, substitution and externalities. The following steps describe the applied process of the Sales Comparison Approach.

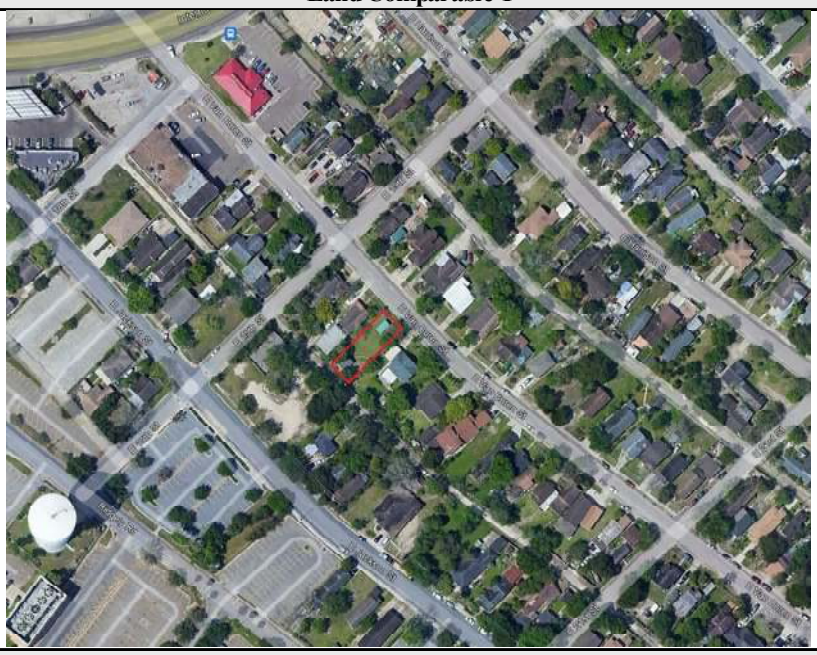
- The market in which the subject property competes is investigated; comparable sales, contracts for sale and current offerings are reviewed.
- The most pertinent data is further analyzed and the quality of the transaction is determined.
- The most meaningful unit of value for the subject property is determined.
- Each comparable sale is analyzed and where appropriate, adjusted to equate with the subject property.
- The value indication of each comparable sale is analyzed, and the data reconciled for a final indication of value via the Sales Comparison Approach.

Land Comparables

We have researched three comparables for this analysis; these are documented on the following pages followed by a location map and analysis grid. All sales have been researched through numerous sources, inspected, and verified by a party to the transaction.

Comp	Address	Date	Land SF	Shape
Comp	City	Price	Price Per Land	Depth
1	Van Buren St E/ E 19th St	6/20/2022	6,000	Rectangular
	Brownsville	$45,000	$7.50	120
2	503 W St Charles	6/7/2022	6,000	Rectangular
	Brownsville	$59,000	$9.83	120
3	1410 E Van Buren St	1/18/2022	6,000	Rectangular
	Brownsville	$62,000	$10.33	120

Land Comparable 1



Transaction

ID	2804	**Date**	6/20/2022
Address	Van Buren St E/ E 19th St	**Price**	$45,000
City	Brownsville	**Price Per Land SF**	$7.50
State	TX	**Financing**	Conventional
Tax ID	01-5690-0140-0040-00	**Property Rights**	Fee Simple
Grantor	Pergar LLC	**Days on Market**	8
Grantee	Denise Donnelly	**Sale Verification Source**	Re/Max Elite
Legal Description	Lot 4, Block 14, Paredes Tract Addition, an addition to the City of Brownsville, Cameron County, Texas.		

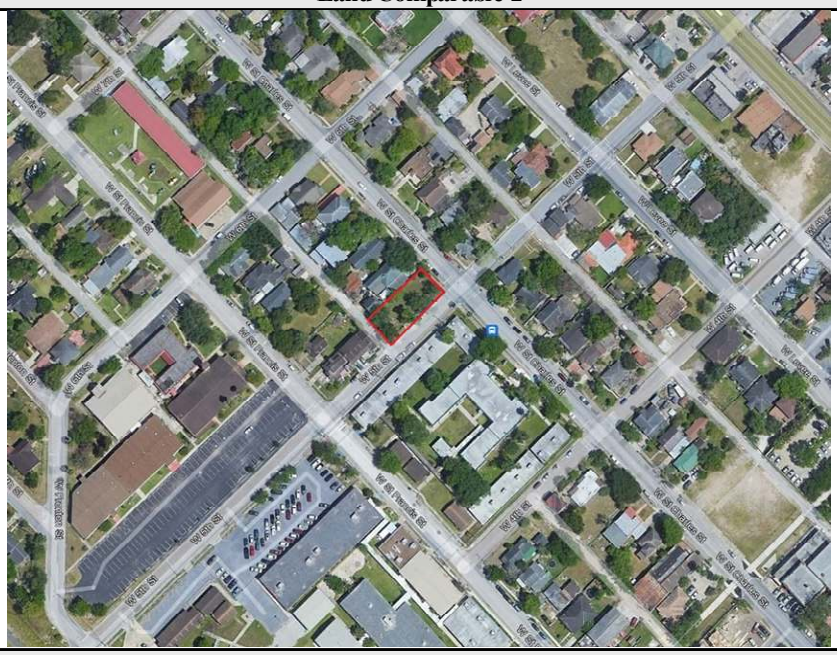
Site

Acres	0.138	**Topography**	Level
Land SF	6,000	**Zoning**	Dwelling
Road Frontage	50	**Flood Zone**	X
Shape	Rectangular	**Encumbrance or**	None known
Utilities	Water, sewer	**Environmental Issues**	None known

Comments

This property is located along the south side of Van Buren Street east of East 19th Street in southern Brownsville. This near the downtown Brownsville area and in close proximity to the International Bridges which influences development and uses in the immediate area.

Land Comparable 2



Transaction

ID	2806	**Date**	6/7/2022
Address	503 W St Charles	**Price**	$59,000
City	Brownsville	**Price Per Land SF**	$9.83
State	TX	**Financing**	Conventional
Tax ID	06-8190-1090-0010-00	**Property Rights**	Fee Simple
Grantor	Suzanne Tillman	**Days on Market**	47
Grantee	Aeraci Realty	**Sale Verification Source**	Keller Wiliams RGV
Legal Description	Lot 1, Block 109A, Stillman Extension Brownsville, an addition to the City of Brownsville, Cameron County, Texas.		

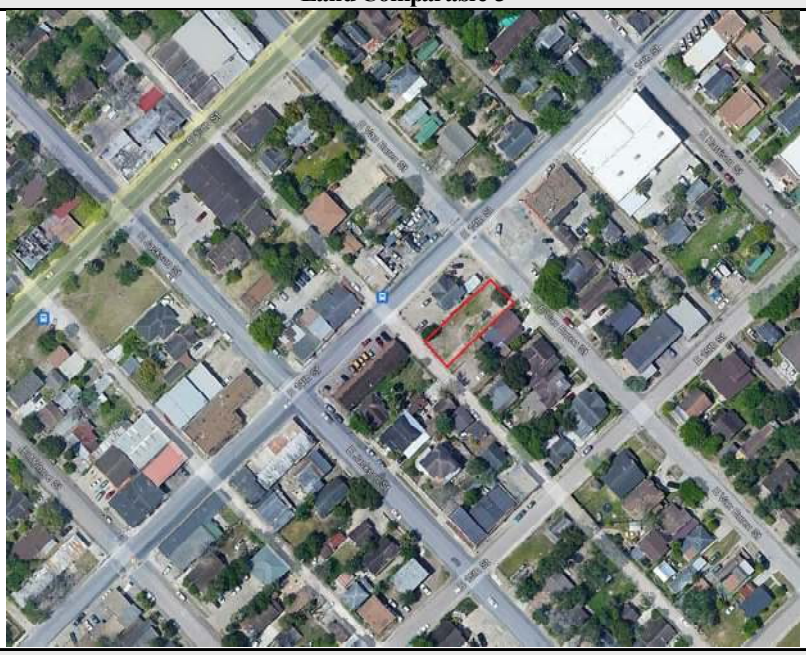
Site

Acres	0.138	**Topography**	Level
Land SF	6,000	**Zoning**	General Retail
Road Frontage	50	**Flood Zone**	X
Shape	Rectangular	**Encumbrance or**	None known
Utilities	Water, sewer	**Environmental Issues**	None known

Comments

This property is located along the southwest corner of St Charles Street and West 5th Street in southern Brownsville. This near the downtown Brownsville area and in close proximity to the International Bridges which influences development and uses in the immediate area.

Land Comparable 3



Transaction

ID	2805	**Date**	1/18/2022
Address	1410 E Van Buren St	**Price**	$62,000
City	Brownsville	**Price Per Land SF**	$10.33
State	TX	**Financing**	Conventional
Tax ID	01-0000-1510-0050-00	**Property Rights**	Fee Simple
Grantor	R S Zamora Family LP	**Days on Market**	35
Grantee	Strangely DIM	**Sale Verification Source**	Re/Max Elite
Legal Description	Lot 5, Block 151, Brownsville Original Townsite, an addition to the City of Brownsville, Cameron County, Texas.		

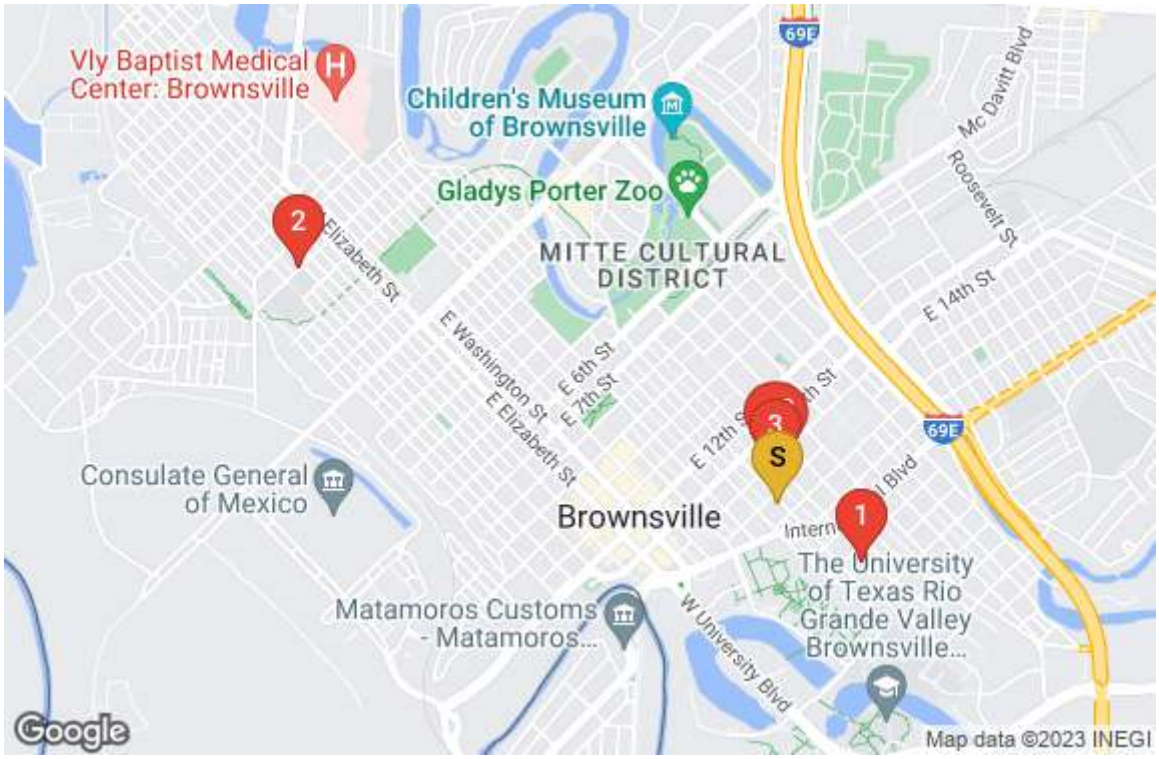
Site

Acres	0.138	**Topography**	Level
Land SF	6,000	**Zoning**	General Retail
Road Frontage	50	**Flood Zone**	X
Shape	Rectangular	**Encumbrance or**	None known
Utilities	Water, sewer	**Environmental Issues**	None known

Comments

This property is located along the south side of Van Buren Street east of East 14th Street in southern Brownsville. This near the downtown Brownsville area and in close proximity to the International Bridges which influences development and uses in the immediate area.

Comparables Map



Analysis Grid

The above sales have been analyzed and compared with the subject property. We have considered adjustments in the areas of:

- Property Rights Sold
- Financing
- Conditions of Sale
- Market Trends
- Location
- Physical Characteristics

On the following page is a sales comparison grid displaying the subject property, the comparable sales and the adjustments applied.

Land Analysis Grid			Comp 1		Comp 2		Comp 3	
Address	1526 E Jackson St		Van Buren St E/ E 19th St		503 W St Charles		1410 E Van Buren St	
City	Brownsville		Brownsville		Brownsville		Brownsville	
State	Texas		TX		TX		TX	
Date	6/22/2023		6/20/2022		6/7/2022		1/18/2022	
Price	--		$45,000		$59,000		$62,000	
Land SF	6,000		6,000		6,000		6,000	
Land SF Unit Price	$0.00		$7.50		$9.83		$10.33	
Transaction Adjustments								
Property Rights	Fee Simple		Fee Simple	0.0%	Fee Simple	0.0%	Fee Simple	0.0%
Financing	Conventional		Conventional	0.0%	Conventional	0.0%	Conventional	0.0%
Conditions of Sale	Cash		Arms length	0.0%	Arms length	0.0%	Arms length	0.0%
Adjusted Land SF Unit Price			**$7.50**		**$9.83**		**$10.33**	
Market Trends Through	7/5/2022	0.0%	0.0%		0.0%		0.0%	
Adjusted Land SF Unit Price			**$7.50**		**$9.83**		**$10.33**	
Location	Average		Inferior		Similar		Similar	
% Adjustment			10%		0%		0%	
$ Adjustment			$0.75		$0.00		$0.00	
Land SF	6,000		6,000		6,000		6,000	
% Adjustment			0%		0%		0%	
$ Adjustment			$0.00		$0.00		$0.00	
Depth	120		120		120		120	
% Adjustment			0%		0%		0%	
$ Adjustment			$0.00		$0.00		$0.00	
Shape	Rectangular		Rectangular		Rectangular		Rectangular	
% Adjustment			0%		0%		0%	
$ Adjustment			$0.00		$0.00		$0.00	
Flood Zone	X		X		X		X	
% Adjustment			0%		0%		0%	
$ Adjustment			$0.00		$0.00		$0.00	
Topography	Level		Level		Level		Level	
% Adjustment			0%		0%		0%	
$ Adjustment			$0.00		$0.00		$0.00	
Utilities	Electricity, City water, City sewer,		Water, sewer		Water, sewer		Water, sewer	
% Adjustment			0%		0%		0%	
$ Adjustment			$0.00		$0.00		$0.00	
Adjusted Land SF Unit Price			**$8.25**		**$9.83**		**$10.33**	
Net Adjustments			10.0%		0.0%		0.0%	
Gross Adjustments			10.0%		0.0%		0.0%	

Comparable Land Sale Adjustments

Property Rights

All comparable sales conveyed based on fee simple estates subject to conventional existing easements. No adjustment is required for property rights conveyed.

Financing

The comparable sales included cash and third-party financing. All the comparable sales are rated cash equivalent and no adjustment is required for financing.

Conditions of Sale

Each of the sales were arm's length, third party transactions. No adjustments for condition of sale have been included.

Economic Trends

Demand for a property typically varies over time because of factors both internal and external to the subject neighborhood. If properties within the market have appreciated or depreciated over the period represented by the sales data, each sale must be adjusted by the appreciation or depreciation factor to show what the property would sell for, given the current demand for that property type. The data range in date of sale from January 2022 to June 2022 with the effective date of the appraisal being June 2023. Based on a comparison of the presented sales and published market data, the market has been stable during this period with no noticeable difference so no adjustments have been included.

Location

A location adjustment is sometimes warranted to account for locational differences between the subject and the comparable properties and this adjustment takes into consideration the size of the market that the comparable is in and the characteristics of the specific submarket that the comparable is in as it relates to the subject's location.

Each of the sales are in the downtown area of Brownsville in close proximity to the subject. Sale 1 is east of International Boulevard which is a residential area and does not offer direct access to the downtown commercial area and is inferior to the subject requiring a positive adjustment. Sales 2 and 3 are similar to the subject and were not adjusted.

Size Adjustment

The element of size is considered a necessary adjustment in this market area. Size adjustments reflect the observed condition that smaller sized tracts frequently sell for higher unit values than larger sized tracts. The adjustment is based on a doubling basis with an adjustment of 10% for each doubling in size between the subject and the comparable sale. In this case, each sale offers the same size as the subject requiring no adjustments.

Tract Shape/Dimensions

The subject property is a rectangular shaped tract that offers adequate size and depth for residential development. Each sale offers the same shape and depth as the subject requiring no adjustments.

Topography/Flood Zone

The appraised property and comparable sales are all level tracts and are in similar flood zone areas. No adjustment for topography or flood zone is necessary.

Utilities

The appraised property and comparable sales are in areas that offer access to similar utility services requiring no adjustments.

Sales Comparison Approach Conclusion – Land Valuation

The table below illustrates the values of each of the comparable sales both before and after adjustments. The adjusted values of the comparable properties range from $8.25 to $10.33; the average is $9.47. Based on the above analysis and considering the subjects location, a value between sales 2 and 3 was given primary consideration with a per land sf value of $10.00 being concluded. The land value is calculated as follows:

Land Value Ranges & Reconciled Value			
Number of Comparables: 3	**Unadjusted**	**Adjusted**	**% Δ**
Low:	$7.50	$8.25	10%
High:	$10.33	$10.33	0%
Average:	$9.22	$9.47	3%
Median:	$9.83	$9.83	0%
Reconciled Value/Unit Value:		$10.00	
Subject Size:		6,000	
Indicated Value:		$60,000	
Reconciled Final Value:		**$55,000**	
Fifty Five Thousand Dollars			

Demolition Cost: Since the subject still includes the depreciated structures, it is necessary to deduct the cost of removal. To estimate the demolition costs of the subject, Marshall & Swift was considered with Section 66, Page 11 indicating costs for building removal. For a Class D building, the costs range from $3.83 to $5.92/square foot and a cost at $5.00/square foot is considered for the subject indicating a cost of $5,000 for both buildings which are 560 square feet for the residence and 460 square feet for the secondary structure. This amount is deducted from the land value above to conclude the 'as is' value, or $55,000.

Final Reconciliation

The process of reconciliation involves the analysis of each approach to value. The quality of data applied, the significance of each approach as it relates to market behavior and defensibility of each approach are considered and weighed. Finally, each is considered separately and comparatively with each other.

Value Indications

Cost Approach:	N/A
Sales Comparison - Land:	**$55,000**
Income Approach:	N/A

In each of the approaches, we have attempted to document all the input data and we have briefly explained our methodology in processing and/or analyzing this data. Insofar as we have been able to determine, the data furnished to us is from reliable sources and has been accepted as being accurate. We have also attempted to give full recognition to the inherent weaknesses in each of the approaches and, because the appraisal of real property is by no means an exact science, a great deal of subjective judgment on the part of the appraisers becomes a part of each approach.

Sales Comparison Approach

In the sales comparison approach, the subject is compared to similar properties that have been sold recently or for which listing prices or offers are known. The sales used in this analysis are considered comparable to the subject, and the required adjustments were based on reasonable and well-supported rationale. In addition, market participants are currently analyzing purchase prices on investment properties as they relate to available substitutes in the market. Therefore, the sales comparison approach is considered to provide a reliable value indication and has been given primary emphasis in the final value.

Value Conclusion

Based on the data and analyses developed in this appraisal, we have reconciled to the following value conclusion, as of June 22, 2023, subject to the Limiting Conditions and Assumptions of this appraisal.

Reconciled Value: Premise: As Is
Interest: Fee Simple
Value Conclusion: $55,000
Fifty Five Thousand Dollars

Certification Statement

We certify that, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions and conclusions.
- We have no present or prospective future interest in the property that is the subject of this report, and have no personal interest with respect to the parties involved.
- We have no bias with respect to the property that is the subject of this report, or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP).
- No one provided significant real property appraisal assistance to the person(s) signing this certification.
- We certify sufficient competence to appraise this property through education and experience, in addition to the internal resources of the appraisal firm.
- The appraiser has not performed any prior services regarding the subject within the previous three years of the appraisal date.

- John Malcom has made an inspection of the subject property.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, John Malcom, has completed the continuing education program of the Appraisal Institute.

Respectfully submitted,
Professional Appraisal Services Inc.





John Malcom, MAI, AI-GRS, SR/WA,
CCIM - Texas-1320239-G

Brandon Terry, SRA, SR/WA
TX-1338768-G

Addenda

Improved Sales

MLS #: R29732929S (Sold) List Price: $59,000 — 504 W SAINT CHARLES ST. BROWNSVILLE, TX 78520

old Price: $35,000 — Sold Date: 4/26/2023 — Financing: Cash
elling Office Name: KELLER WILLIAMS LRGV (#:124) — Selling Agent Name: Lourdes Gavito-Galonsky, PSA, e-Pro, CLRA, RSPS (#:751)
eller Concessions: Yes — Seller Concession Amount: $500
lon-Realty Items: No — Non Realty Items $: 0
uyer Closing Cost/Prepaids: No
old Comments: Thank You Sandra Silva!



Price Per SQFT: $0.00
Unit/Suite/Lot #:
Bedrooms: 0
Baths: 0
1/2 Baths: 0
Estimated Living SqFt: 0
SqFt Source:
Year Built: 1967
Year Built Source: CCAD
Stories: One
Maid Quarters: No
Living Room Areas: 0
Dining Areas: 0
Handicap Access: No

Area: Brownsville
County: CAMERON
Subdivision: STILLMAN EXTENSION
Complex:
School District: BROWNSVILLE I.S.D.
Elementary School: SKINNER
Middle School: STELL
High School: PORTER
Apx Lot SqFt: 2,200
Apx Acreage: 0.05
Own Lot:

roperty ID Number: 57133 — Taxes w/out Exemption: 337.00 — Tax Year: 2021
egal Description: STILLMAN EXTENSION BROWNSVILLE FRONT 44' LOT 12 BLK 108A
lobile Home Serial #: — Mobile Home Width: — Mobile Home Length:
OA: No — HOA Fees: $0.00 — HOA Fequency: — Community Amenities: Other
ocation Features: Curb & Gutter

nterior Features: Other — Foyer: No
onveying Appliances: None
rimary Suite: None — Laundry: Area
ool: None — Exterior Features: None
pecial Features: None
arage: 0.00 — Type: — Entry:
Carports: 0.00 — Street Type: Paved

Exterior Siding: Other
Foundation: Pillar/Post/Pier
Roof: Other
Heating: None
Cooling: None
Water Heater: None
Water: Public
Sewer: Public Sewer
Flooring: Other

Energy Features: None
Fence Type: Partial
Window Coverings: None
Showing Instructions: Call Listing Agent, Call Listing Office, Vacant
Proposed Financing: Cash
Possession: Closing/Funding

scrow: — Title Company (Preferred): TRUE TITLE
ommission Shared to Selling Office: 2.5% — Agreement Type: — Var Comm: Yes
orp/REO: — Listing Conditions: Not Applicable
eller 1: BROWNSVILLE EVENT AGENCY LLC — Seller 2:
lon-Conveyances: NONE
irections: TRAVEL SOUTH ON PALM BLVD AND TURN RIGHT ONTO ST. CHARLES ST, HOUSE SITS ON THE CORNER LOT ON THE RIGHT SIDE OF TREET.
emarks: INVESTORS WANTED! SOLD "AS IS", VALUE IS GIVEN ON LOT ONLY. WARNING!!! PLEASE DO NOT WALK ONTO STRUCTURE.
gent Remarks: USE SHOWING MANAGER AND CALL LISTING AGENT FOR SHOWING INSTRUCTIONS. WARNING!!! PLEASE DO NOT WALK ONTO TRUCTURE.
ign On roperty: — Advertisement Feed: INVESTORS WANTED! SOLD "AS IS", VALUE IS GIVEN ON LOT ONLY. WARNING!!! PLEASE DO NOT WALK ONTO STRUCTURE.
isplay on Internet: Yes — Display Address: Yes — Allow AVM: No — Allow Comments: Yes
rig LP: $59,000 — List Dt: 4/4/2022 — Expr Dt: 6/30/2023 — DOM: 388 — CntrctDt:
LS (Assoc. Lic. Supvr.): JOSE NOE VALDEZ — Supervisor License #: 610608
isting Broker Firm: KELLER WILLIAMS REALTY-LRGV — Broker Firm License #: 9002129
ranch Office Address: 1713 E TYLER AVE STE A HARLINGEN TEXAS 78550

isting Office: KELLER WILLIAMS LRGV (#:124)
Mail Address 1: 1713 E Tyler Ave. Suite A
Mail City: Harlingen
Mail State: TX
Mail Zip Code: 78550
Main: (956) 423-8877
Other:

Listing Agent: Lourdes Gavito-Galonsky, PSA, e-Pro, CLRA, RSPS (#:751)
Agent Email: lgavitogalonsky@kw.com
Contact #: (956) 545-9394
License Number: 0691866

MLS #: R29735095S (Sold) List Price: $55,000 — 718 E POLK BROWNSVILLE, TX 78520

old Price: $63,500 | Sold Date: 8/29/2022 | Financing: Cash
elling Office Name: Nexus Real Estate (#:296241) | Selling Agent Name: Catalina Presas (#:629)
eller Concessions: No | Seller Concession Amount: $0
lon-Realty Items: No | Non Realty Items $: 0
uyer Closing Cost/Prepaids: No
old Comments: n/a



Price Per SQFT: $73.84
Unit/Suite/Lot #:
Bedrooms: 2
Baths: 1
1/2 Baths: 0
Estimated Living SqFt: 860
SqFt Source: CCAD
Year Built: 1971
Year Built Source: CCAD
 # Stories: One
Maid Quarters: No
 # Living Room Areas: 1
 # Dining Areas: 1
Handicap Access:

Area: Brownsville
County: CAMERON
Subdivision: BROWNSVILLE ORIGINAL TOWNSITE
Complex:
School District: BROWNSVILLE I.S.D.
Elementary School: PUTEGNAT
Middle School: FAULK
High School: PORTER
Apx Lot SqFt: 3,000
Apx Acreage: 0.07
Own Lot:

roperty ID Number: 29103 | Taxes w/out Exemption: 570.00 | Tax Year: 2022
egal Description: Brownsville Original Townsite E 1/2 Lot 5 Blk 207
lobile Home Serial #: | Mobile Home Width: | Mobile Home Length:
IOA: No | HOA Fees: $0.00 | HOA Fequency: | Community Amenities: None
ocation Features: Alley

nterior Features: None | Foyer:
onveying Appliances: Other
rimary Suite: None | Laundry: Area
ool: None | Exterior Features: Other
pecial Features: None
arage: 0.00 | Type: | Entry:
Carports: 0.00 | Street Type: Paved

Exterior Siding: Wood Siding
Foundation: Slab
Roof: Composition
Heating:
Cooling: None
Water Heater: Other
Water: Public
Sewer: Public Sewer
Flooring: Other

Energy Features: None
Fence Type: Partial
Window Coverings: Other
Showing Instructions: Lockbox, Showing Service, Vacant
Proposed Financing: Cash
Possession: Closing/Funding

scrow: | Title Company (Preferred):
ommission Shared to Selling Office: 3% | Agreement Type: | Var Comm: Yes
orp/REO: | Listing Conditions: Not Applicable
eller 1: Lillian Flores | Seller 2:
lon-Conveyances: n/a
irections: From 7th St turn on Polk and the house will be on the right.
emarks: This two-bedroom, one-bath home is centrally located to the Mitte Cultural District. House is being sold-as-is and with all the elongings.
gent Remarks: Sold as is. Cash only. Everything in the house stays.
ign On Property: | Advertisement Feed: www.GoWithBruno.com
isplay on Internet: Yes | Display Address: Yes | Allow AVM: No | Allow Comments: No
rig LP: $55,000 | List Dt: 8/8/2022 | Expr Dt: 2/8/2023 | DOM: 22 | CntrctDt: 8/13/2022
LS (Assoc. Lic. Supvr.): Zavaleta Realty, LLC | Supervisor License #: 9002259
isting Broker Firm: Bruno H. Zavaleta III | Broker Firm License #: 600113
ranch Office Address: 1175 W Price Rd. Suite 5 / 78520

isting Office: Zavaleta Realty, LLC (#:296559)
Mail Address 1: 1175 W. Price Rd., Ste 5
Mail City: Brownsville
Mail State: TX
Mail Zip Code: 78520
Main: (956) 410-0747
Other:

Listing Agent: Bruno Zavaleta (#:561)
Agent Email: bruno.zavaleta@yahoo.com
Contact #: (956) 408-0133
License Number: 0600113

MLS #: R29730944S (Sold) List Price: $85,000 — 2135 TAYLOR ST BROWNSVILLE, TX 78520

old Price: $73,000 — Sold Date: 8/11/2022 — Financing: Cash
elling Office Name: KELLER WILLIAMS LRGV (#:124) — Selling Agent Name: Lourdes Gavito-Galonsky, PSA, e-Pro, CLRA, RSPS (#:751)
eller Concessions: No — Seller Concession Amount: $0
lon-Realty Items: No — Non Realty Items $: 0
uyer Closing Cost/Prepaids: No
old Comments: Thank you Lourdes!



Price Per SQFT: $88.16
Unit/Suite/Lot #:
Bedrooms: 3
Baths: 2
1/2 Baths: 0
Estimated Living SqFt: 828
SqFt Source: CCAD
Year Built: 1975
Year Built Source: CCAD
Stories: One
Maid Quarters: No
Living Room Areas: 2
Dining Areas: 2
Handicap Access:

Area: Brownsville
County: CAMERON
Subdivision: BELLA VISTA
Complex:
School District: BROWNSVILLE I.S.D.
Elementary School: LONGORIA
Middle School: CUMMINGS
High School: PORTER
Apx Lot SqFt: 6,000
Apx Acreage: 0.14
Own Lot:

roperty ID Number: 01-6210-0060-0100-00 — Taxes w/out Exemption: 985.00 — Tax Year: 2021
egal Description: BELLA VISTA 3RD ADDITION LOT 10 BLK 6
lobile Home Serial #: — Mobile Home Width: — Mobile Home Length:
OA: No — HOA Fees: $0.00 — HOA Fequency: — Community Amenities: None
ocation Features: Curb & Gutter

nterior Features: None — Foyer: No
onveying Appliances: None
rimary Suite: None — Laundry: None
ool: None — Exterior Features: None
pecial Features: None
arage: 0.00 — Type: — Entry:
Carports: 0.00 — Street Type: Paved

Exterior Siding: Wood Siding
Foundation: Pillar/Post/Pier
Roof: Composition
Heating:
Cooling: Window/Wall Unit(s)
Water Heater: Electric
Water: Public
Sewer: Public Sewer
Flooring: Linoleum, Vinyl

Energy Features: None
Fence Type: Partial
Window Coverings: None
Showing Instructions: Call Listing Agent, Call Listing Office, Showing Service
Proposed Financing: Cash, Conventional
Possession: Closing/Funding

scrow: — Title Company (Preferred): TBD
ommission Shared to Selling Office: 3 — Agreement Type: Right to Sell, Exclusive — Var Comm: No
orp/REO: — Listing Conditions: Not Applicable
eller 1: Ever M. Fernandez — Seller 2:
lon-Conveyances: Personal items
irections: From the expressway exit International Blvd. and turn right. From there turn left on E. Taylor.
emarks: this house as an apartment in the back the main house is a 2bedrooms 1 bathroom and the apartment is a 1 bedroom 1 bath room erfect for investment make your appointment today!
gent Remarks: this house as an apartment in the back the main house is a 2bedrooms 1 bathroom and the apartment is a 1 bedroom 1 bath oom perfect for investment make your appointment today!
ign On Property: — Advertisement Feed:
isplay on Internet: Yes — Display Address: Yes — Allow AVM: Yes — Allow Comments: Yes
rig LP: $79,000 — List Dt: 11/5/2021 — Expr Dt: 12/21/2022 — DOM: 280 — CntrctDt:
LS (Assoc. Lic. Supvr.): Victor Garza — Supervisor License #: 486471
isting Broker Firm: Victor Garza — Broker Firm License #: 486471
ranch Office Address: 868 W. Price Rd

isting Office: Resaca Realty (#:296160)
Mail Address 1: 868 W. Price Rd
Mail City: Brownsville
Mail State: TX
Mail Zip Code: 78521
Main: (956) 574-9009
Other:

Listing Agent: Tatiana Lozano (#:21)
Agent Email: tatilozano70@aol.com
Contact #: (956) 909-1568
License Number: 0606071

Qualifications and State Certification

JOHN H. MALCOM JR, MAI, AI-GRS, SR/WA, CCIM
EDUCATION
College
University of Texas at Austin, B.B.A. Degree Finance
Southwest Texas State University

American Institute of Real Estate Appraisers / Appraisal Institute
Exam 1A1- Real Estate Appraisal Principles - July 23, 1982
Exam 1A2- Basic Valuation Procedures - January 28, 1983
Exam I410- Standards of Professional Practice, Part A - March 20, 1997
Exam I420- Standards of Professional Practice, Part B - March 22, 1997
Exam 430 - Standards of Professional Practice, Part C - September 17, 2002
Exam 1B-A Capitalization Theory and Techniques Part A - June 08, 1985
Exam 1B-B Capitalization Theory and Techniques Part B - June 15, 1985
Exam 3 - Rural Valuation - March 17, 1986
Exam 2-1 Case Studies - September 26, 1987
Exam 2-2 Report Writing Valuation & Analysis - October 3, 1987
Comprehensive Examination - Passed February 13, 1989

Commercial Investment Real Estate Institute
Exam CI 101 - Fundamentals Real Estate Investment & Taxation - October 4, 1991
Exam CI 201 - Market Analysis for Commercial Real Estate - June 12, 1992
Exam CI 301 - Decision Analysis for Commercial Real Estate - August 7, 1992
Exam CI 402 - Essentials of Marketing Commercial Property & Services - 9/23/1995
Comprehensive Examination - Passed January 28, 1993

International Right of Way Association
Course 100 - Principles of Land Acquisition - 1998
Course 103 - Ethics and the Right of Way Profession - 2000
Course 214 - Skills of Expert Testimony - 2000
Course 401 - Appraisal of Partial Acquisitions - 1999
Course 800 - Principles of Real Estate Law - 2001
Course 803 - Eminent Domain Law Basics / Right of Way Professionals - 2014
Course 900 - Principles of Real Estate Engineering - 2000
Course 215 - Pipeline Right of Way Agents Development Program - Section - Completed October 18, 2001

PROFESSIONAL AFFILIATIONS
Member National Association of Realtors
Member Texas Association of Realtors
Member Greater McAllen Association of Realtors
Licensed Real Estate Broker State of Texas, #305134
Member Appraisal Institute, MAI Certificate #8467, AI-GRS awarded 6/29/2016
Texas General Real Estate Appraiser, Certificate #TX-1320239-G
Commercial Investment Real Estate Institute, CCIM Certificate #4906
Senior Member, International Right of Way Association, SR/WA - Registration #4785

PROFESSIONAL EXPERIENCE: 1981 to Present - Real estate appraiser Professional Appraisal Service, Inc., Rio Grande Valley and South Texas. Experience includes appraisals of single and multi-family residential units, residential & office condominiums, office buildings, retail centers, motels, country clubs and golf courses, marinas, mobile home and recreational vehicle parks, warehouses, packing sheds, unimproved land, farms, ranches, grain elevators, residential, commercial, and industrial subdivisions, right-of-way appraisals, appraisals of partial interests. Qualified as expert witness for court testimony. Primary practice area is in right of way appraisal and appraisal review.

1977 - 1981 Account executive with New York Stock Exchange member of Rotan Mosle in McAllen, Texas. Responsible for investment analysis and portfolio management for individual clients.

CONTINUING EDUCATION - SEMINARS
2011 Real Estate Appraisal Operations - Online
2011 Data Verification Methods - Online
2011 Cool Tools: New Technology for Real Estate Appraisers - Online
2013 Comparative Analysis – 7 hours online
2013 Subdivision Valuation – 7 hours online
2013 Forecasting Revenue – 7 hours online
2013 Introduction to Green Buildings: Concepts and Principles
2013 Residential and Commercial Valuation of Solar
2013 Business Practices & Ethics
2015 Review Theory General – 10/26/15 – 10/30/15
2017 Supervisory Appraiser/Trainee Appraiser Course 6/16/2017
2018-2019 National USPAP Update Course – 7 hours – 4/27/2018
2018 Online Business Practices and Ethics 11/12/2018
2018 Hot Topics in Real Estate and Eminent Domain
2019 Artificial Intelligence, AVMs, & Blockchain, Implications for valuation2020
2020-2021 7 Hour National USPAP Course
2020 Virtual ED Seminar - Hot Topics in Real Estate & ED

State Certification



TALCB
TEXAS APPRAISER LICENSING & CERTIFICATION BOARD

Certified General Real Estate Appraiser

Appraiser: John Holt Malcom JR
License #: TX 1320239 G License Expires: 03/31/2025

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Occupations Code, Chapter 1103, authorization is granted to use this title: Certified General Real Estate Appraiser

For additional information or to file a complaint please contact TALCB at www.talcb.texas.gov.

Chelsea Buchholtz
Commissioner

State Certification



TALCB
TEXAS APPRAISER LICENSING & CERTIFICATION BOARD

Certified General Real Estate Appraiser

Appraiser: **Brandon James Terry**
License #: **TX 1338768 G** License Expires: **05/31/2024**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Occupations Code, Chapter 1103, authorization is granted to use this title: Certified General Real Estate Appraiser

For additional information or to file a complaint please contact TALCB at www.talcb.texas.gov.

Chelsea Buchholtz
Commissioner

Qualifications of the Appraiser
Brandon J. Terry
SRA, SR/WA

EDUCATION

College

University of Texas Pan American - Finance
University of Texas Pan American - Economics
South Texas College; A.A.S. - Business Management

Appraisal Institute

Exam 100GR - Basic Appraisal Principles - May 20, 2006
Exam 101GR - Basic Appraisal Procedures - March 02, 2007
Exam 202R - Residential Sales and Income Approach - February 26, 2010
Exam 300G - Real Estate Finance and Statistics - April 13, 2008
Exam 400G - Market Analysis and Highest and Best Use - October 24, 2009
Exam 401G - General Appraiser Sales Comparison - April 30, 2009
Exam 402G - General Appraiser Cost and Site Valuation - March 8, 2008
Exam 403G - General Appraiser Income (Part I) - May 10, 2008
Exam 404G - General Appraiser Income (Part II) - September 11, 2009
Exam 405G - General Appraiser Report Writing - November 16, 2009
Exam 501GP - Advanced Income Capitalization - May 13, 2011
Exam 520GP - Advanced Concept and Case Studies - November 19, 2011
Exam 525GP - Advanced Market Analysis & Case Studies – February 13, 2012
Exam - 15 hr. USPAP - March 22, 2012
Business Practices and Ethics - September 19, 2010
Exam - Advanced Residential Applications & Case Studies – 10/24/2019
Exam - Advanced Residential Report Writing – 11/27/2019

International Right of Way Association

Course 100 - Principles of Land Acquisition - March 3, 2014
Course 103 - Ethics and the Right of Way Profession - June 29, 2011
Course 200 - Principles of Real Estate Negotiation - September 23, 2010
Course 203 - Alternative Dispute Resolution - March 3, 2014
Course 205 - Bargaining Negotiations - October 13, 2010
Course 400 - Principles of Real Estate Appraisal - June 1, 2013
Course 403 - Easement Valuation - September 21, 2010
Course 700 - Introduction to Property Management - June 24, 2011
Course 800 – Principles of Real Estate Law – April 2, 2014
Course 802 - Legal Aspects of Easements - September 25, 2010

PROFESSIONAL AFFILIATIONS

Appraisal Institute – Member – SRA Designation
Texas General Real Estate Appraiser, Certificate #TX-1338768-G
International Right of Way Association – Senior Member - SR/WA Certificate #6470
CCIM Institute - Member
National Association of Realtors
Texas Association of Realtors
Greater McAllen Association of Realtors
Laredo Association of Realtors
San Antonio Association of Realtors

PROFESSIONAL EXPERIENCE: 2005 to Present - Real estate appraiser servicing the Rio Grande Valley and South Texas. Experience includes appraisals of single and multi-family residential units, office condominiums, office buildings, retail centers, country clubs and golf courses, marinas, mobile home and recreational vehicle parks, warehouses, packing sheds, unimproved land, farms, ranches, residential-commercial-industrial subdivisions, and right-of-way appraisals.

1997 to 2002 - United States Air Force; Crew chief responsible for the maintenance, repair, and munitions on an A-10 attack aircraft

CONTINUING EDUCATION - SEMINARS

Subdivision Analysis - Guide to Valuing Improved Subdivisions
Comparative Analysis
Forecasting Revenue
Commercial Appraisal Review
Discounted Cash Flow Model: Concepts and Issues
Small Hotel/Motel Valuation
Eminent Domain and Condemnation
2020-2021 USPAP

Glossary

This glossary contains the definitions of common words and phrases, used throughout the appraisal industry, as applied within this document. Please refer to the publications listed in the **Works Cited** section below for more information.

Works Cited:

- Appraisal Institute. *The Appraisal of Real Estate.* 15th ed. Chicago: Appraisal Institute, 2013. Print.
- Appraisal Institute. *The Dictionary of Real Estate Appraisal.* 6th ed. 2015. Print.

Band of Investment

A technique in which the capitalization rates attributable to components of an investment are weighted and combined to derive a weighted-average rate attributable to the total investment (i.e., debt and equity, land and improvements).
(Dictionary, 6th Edition)

Common Area

1. The total area within a property that is not designed for sale or rental but is available for common use by all owners, tenants, or their invitees, e.g., parking and its appurtenances, malls, sidewalks, landscaped areas, recreation areas, public toilets, truck and service facilities.
2. In a shopping center, the walkways and areas onto which the stores face and which conduct the flow of customer traffic. (ICSC) (Dictionary, 6th Edition)

Common Area Maintenance (CAM)

1. The expense of operating and maintaining common areas; may or may not include management charges and usually does not include capital expenditures on tenant improvements or other improvements to the property.
    - CAM can be a line-item expense for a group of items that can include maintenance of the parking lot and landscaped areas and sometimes the exterior walls of the buildings.
    - CAM can refer to all operating expenses.
    - CAM can refer to the reimbursement by the tenant to the landlord for all expenses reimbursable under the lease. Sometimes reimbursements have what is called an administrative load. An example would be a 15% addition to total operating expenses, which are then prorated among tenants. The administrative load, also called an administrative and marketing fee, can be a substitute for or an addition to a management fee.
2. The amount of money charged to tenants for their shares of maintaining a center's common area. The charge that a tenant pays for shared services and facilities such as electricity, security, and maintenance of parking lots. Items charged to common area maintenance may include cleaning services, parking lot sweeping and maintenances, snow removal, security, and upkeep. (ICSC) (Dictionary, 6th Edition)

Debt Coverage Ratio (DCR)

The ratio of net operating income to annual debt service (DCR = NOI/Im), which measures the relative ability of a

property to meet its debt service out of net operating income; also called debt service coverage ratio (DSCR). A larger DCR indicates a greater ability for a property to withstand a downturn in revenue, providing an improved safety margin for a lender. (Dictionary, 6th Edition)

Discount Rate
A rate on return on capital used to convert future payments or receipts into present value; usually considered to be a synonym for yield rate. (Dictionary, 6th Edition)

Effective Age
The age of property that is based on the amount of observed deterioration and obsolescence it has sustained, which may be different from its chronological age. (Dictionary, 6th Edition)

Effective Date
1. The date on which the appraisal or review opinion applies. (SVP)
2. In a lease document, the date upon which the lease goes into effect.

Exposure Time
1. The time a property remains on the market.
2. The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market. (Dictionary, 6th Edition)

External Obsolescence
A type of depreciation; a diminution in value caused by negative externalities and generally incurable on the part of the owner, landlord, or tenant. The external influence may be either temporary or permanent (Dictionary, 6th Edition).

Extraordinary Assumption
An assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinion or conclusion. Comment: Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. (USPAP, 2016-2017 ed.) (Dictionary, 6th Edition)

Fee Simple Estate
Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. (Dictionary, 6th Edition)

Functional Obsolescence
The impairment of functional capacity of a property according to market tastes and standards. (Dictionary, 6th Edition)

Functional Utility
The ability of a property or building to be useful and to perform the function for which it is intended according to current market tastes and standards; the efficiency of a building's use in terms of architectural style, design and layout, traffic patterns, and the size and type of rooms. (Dictionary, 6th Edition)

Gross Building Area (GBA)
1. Total floor area of a building, excluding unenclosed areas,

measured from the exterior of the walls of the above grade area. (Dictionary, 6th Edition)

Gross Leasable Area (GLA)
Total floor area designed for the occupancy and exclusive use of tenants, including basements and mezzanines; measured from the center of joint partitioning to the outside wall surfaces. (Dictionary, 6th Edition)

Highest & Best Use
The reasonably probable use of property that results in the highest value. The four criteria that the highest and best legal use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. (Dictionary, 6th Edition)

Hypothetical Condition
A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but it is used for the purpose of analysis. Comment: Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. (USPAP, 2016-2017 ed.) (Dictionary, 6th Edition)

Leased Fee Interest
The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the revisionary right when the lease expires. (Dictionary, 6th Edition)

Market Area
The geographic region from which a majority of demand comes in which the majority of competition is located. Depending on the market, a market area may be further subdivided into components such as primary, secondary, and tertiary market areas, or the competitive market area may be distinguished from the general market area. (Dictionary, 6th Edition)

Market Rent
The most probable rent that a property should bring in a competitive and open market reflecting the conditions and restrictions of a specified lease agreement, including the rental adjustment and reevaluation, permitted uses, use restrictions, expense obligations, term, concessions, renewal and purchase options, and tenant improvements (TIs). (Dictionary, 6th Edition)

Market Value
A type of value that is the major focus of most real property appraisal assignments. Both economic and legal definitions of market value have been developed and refined, such as the following:

1. The most widely accepted components of market value are incorporated in the following definition: The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after a reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgably, and for self-interest, and assuming that neither is under undue duress.
2. Market value is described, not defined, in the Uniform Standards of

Professional Appraisal Practice (USPAP) as follows: A type of value, stated as an opinion, that presumes the transfer of a property (i.e., a right of ownership or a bundle of such rights), as of a certain date, under specific conditions set forth in the definition of the term identified by the appraiser as applicable in an appraisal.

USPAP also requires that certain items be included in every appraisal report. Among these items, the following are directly related to the definition of market value:

- Identification of the specific property rights to be appraised.
- Statement of the effective date of the value opinion.
- Specification as to whether cash, terms equivalent to cash, or other precisely described financing terms are assumed as the basis of the appraisal.
- If the appraisal is conditioned upon financing or other terms, specification as to whether the financing or terms are at, below, or above market interest rates and/or contain unusual conditions or incentives. The terms of above—or below—market interest rates and/or other special incentives must be clearly set forth; their contribution to, or negative influence on, value must be described and estimated; and the market data supporting the opinion of value must be described and explained.

3. The following definition of market value is used by agencies that regulate federally insured financial institutions in the United States: The most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and the seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:
   - Buyer and seller are typically motivated;
   - Both parties are well informed or well advised, and acting in what they consider their best interests;
   - A reasonable time is allowed for exposure in the open market;
   - Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
   - The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

4. The International Valuation Standards Council defines *market value* for the purpose of international standards as follows: The estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction, after proper marketing and where the parties had each acted knowledgably, prudently and without compulsion. (IVS)
5. The Uniform Standards for Federal Land Acquisitions defines *market value* as follows: Market value is the amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property

would have sold on the effective date for the appraisal, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property at the time of the appraisal. (Uniform Standards for Federal Land Acquisitions) (Dictionary, 6th Edition)

Marketing Time
An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of the appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. (Advisory Opinion 7 of the Standards Board of The Appraisal Foundation and Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions" address the determination of reasonable exposure and marketing time). (Dictionary, 6th Edition)

Net Operating Income (NOI)
The actual or anticipated net income that remains after all operating expenses are deducted from effective gross income but before mortgage debt service and book depreciation are deducted. Note: This definition mirrors the convention used in corporate finance and business valuation for EBITDA (earnings before interest taxes, depreciation, and amortization) (Dictionary, 6th Edition)

Obsolescence
One cause of depreciation; an impairment of desirability and usefulness caused by new inventions, changes in design, improved processes for production, or external factors that make a property less desirable and valuable for a continued use; may be either functional or external. (Dictionary, 6th Edition)

Parking Ratio
A ratio of parking area or parking spaces to an economic or physical unit of comparison. Minimum required parking ratios of various land uses are often stated in zoning ordinances. (Dictionary, 6th Edition)

Rentable Area
For office buildings, the tenant's pro rata portion of the entire office floor, excluding elements of the building that penetrate through the floor to the areas below. The rentable area of a floor is computed by measuring to the inside finished surface of the dominant portion of the permanent building walls, excluding any major vertical penetrations of the floor. Alternatively, the amount of space on which the rent is based; calculated according to local practice. (Dictionary, 6th Edition)

Replacement Cost
The estimated cost to construct, at current prices as of the effective appraisal date, a substitute for the building being appraised, using modern materials and current standards, design, and layout. (Dictionary, 6th Edition)

Scope of Work
The type and extent of research and analyses in an appraisal or appraisal

review assignment. (USPAP, 2016-2017 ed.)

Stabilized Occupancy
An expression of the average or typical occupancy that would be expected for a property over a specified projection period or over its economic life. (Dictionary, 6th Edition)

Tenant Improvements (TIs)
1. Fixed improvements to the land or structures installed and paid for use by a lessee.
2. The original installation of finished tenant space in a construction project; subject to periodic change for succeeding tenants. (Dictionary, 6th Edition)

Vacancy and Collection Loss
A deduction from potential gross income (PGI) made to reflect income reductions due to vacancies, tenant turnover, and non-payment of rent; also called vacancy and credit loss or vacancy and contingency loss. (Dictionary, 6th Edition)

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Michael Delmore, Chief Financial Officer
Date:	Tuesday, September 5, 2023
Agenda #:	Consideration and **ACTION** to approve the Brownsville Community Improvement Corporation (BCIC) Fiscal Year 2024 budget. (BCIC)

Summary:
The Brownsville Community Improvement Corporation (BCIC) Budget was submitted by Cori Peña, President & CEO of BCIC, on behalf of the BCIC Board of Directors.

Project Scope and Analysis:
FY 2024 Annual Budget Breakdown
Strategic Initiatives - 50%
Debt Service - 29%
Administrative Expenditures - 14%
eBridge Center for Business & Commercialization Operations - 3%
City Service Contracts - 4%
Total $12,699,101.00

Project Scope and Analysis:

Funding:

Source: See attached Proposed FY24 Budget

Amount:

Local Contribution if Applicable:

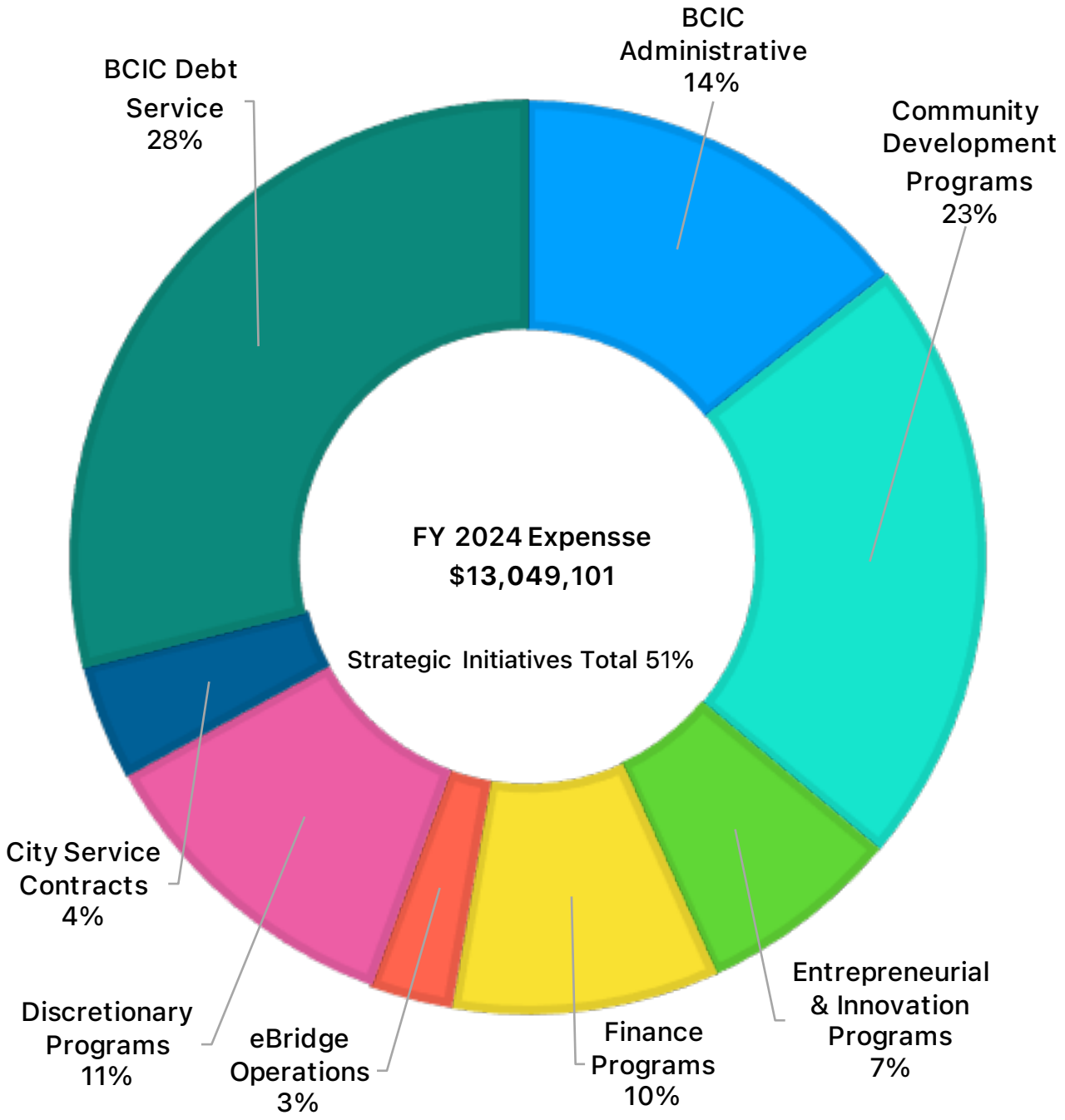
Recommendation:
BCIC Board of Directors approved on 8/31/2023. BCIC staff and Board recommend approval.

Commission Pillar:
Economic Development Pillar Planning, Zoning, and Development Pillar

Attachments:

1. BCIC FY 2024 Itemized Budget_City 090123

FY 2024 Program Expenses



Brownsville Community Improvement Corporation (BCIC)
FY 2024 Annual Budget - proposed

REVENUES	FY 2023 Budget	FY 24 BUDGET	NOTES
Projected Sales Tax Revenue	$5,616,747.00	$5,925,668.00	5.5% increase from FY 2023
eBridge Revolving Loan Fund payments	$725,627.61	$350,000.00	Loan payments collected to Sept. 23
2021 HUD Grant - ReOpen for Business Assistance Loans	$142,500.00	$0.00	Grant closed FY 23
2023 HUD Grant - Brownsville Small Business Recovery Fund	$588,667.00	$498,667.00	COB Grant for FY 23 & FY 24
Grants, Private Funds		$220,000.00	A&M REIM Grant Year 1 & 2 at $110k ea.
EDA Grant- eBridge Center	$301,604.04	$0.00	Grant close-out September 2023
Interest		$428,500.00	
Total Revenues	$7,375,145.65	**$6,704,168.00**	

ADMINISTRATIVE EXPENDITURES	FY 2023	FY 24 PROPOSED	
eBridge Center for Business and Commercialization Operations	$400,000.00	$370,000.00	(reference eBridge Operating Budget; pg 7)
BCIC Operations	$1,438,630.00	$1,826,101.00	(reference BCIC Operating Budget;pg 5)
Total BCIC Administrative Expenditures	$1,838,630.00	**$2,196,101.00**	
CITY SERVICE CONTRACTS			
Brownsville Sports Park Maintenance and Operations Contract	$500,000.00	$500,000.00	YR. 2 of 2 YR. Commitment
City Services Contract	$24,000.00	$24,000.00	Assistance with Finance, HR
Total City Service Contracts	$524,000.00	**$524,000.00**	
COMMUNITY DEVELOPMENT PROGRAMS (Strategic Initiative)			
Quality of Life Projects	$1,000,000.00	$2,000,000.00	Support projects and initiatives that create an attractive environment and will enhance the economic well-being of the community.
Business Improvement and Growth ("BIG) Grants	$450,000.00	$1,000,000.00	Financial incentives for rehabilitation and adaptive reuse of commercial downtown properties.
Sponsorships: Cultural Events or Marketing Campaigns	$75,000.00	$100,000.00	Support Initiatives, activities and events that promote the City of Brownsville and attract visitors to Brownsville and enhancing the quality of life for Brownsville residents.

Project Cares - job creation category	$174,000.00	$0.00	
Project Momentum - downtown revitalization/neighborhood development	$520,000.00	$0.00	
Community Development Program Totals	$2,219,000.00	**$3,100,000.00**	
ENTREPRENEURIAL & INNOVATION PROGRAMS (Strategic Initiative)			
Kauffman Cohorts 3 ENG./3 SP	$42,000.00	$49,000.00	Sponsor 90 individuals that are a stage 1 in their business venture.
StartUp Texas Cohorts and Demo Days - SBIR/STTR Cohorts and Demo Days (Fall 2023, Summer 2024) - Emerging Technologies Cohorts and Demo Days (Winter 2033 & Summer 2024) - Quality of Life Ventures Cohort and Demo Day (Spring 2024)	$220,000.00	$620,000.00	Accelerator program averaging 8-10 for each cohort that are given assistance to scale their viable business to the next level. Demo Day provides opportunity to pitch their business to judges for a chance to win seed funding to scale the business.
Training, Workshops, Speaker Series	$68,000.00	$65,000.00	BCIC facilitating Programs & Events e.g. BrandCore, Insights Unplug, Tax Status, Financial Literacy , TMAC Assistance (Fees for speaker/facilitator, supplies).
Small Business Reimbursement Grant	$50,000.00	$50,000.00	Graduation of cohorts, assistance with filing LLC, POS, website domain, etc. $1000 Est per participate (100 participates).
Alamo Angels Investment Chapter		$50,000.00	Facilitation fee to onboard RGV investors.
Border & Sea Success Stories	$20,000.00	$30,000.00	Shop local campaign
RGV Startup Week		$50,000.00	5-day event with featured speakers, panelist, workshops, networking during Charro Days
eBridge Construction Project	$879,408.72	$0.00	Project complete
Entrepreneurial & Innovation Program Totals	$1,279,408.72	**$914,000.00**	
eBridge Fund (EDA Revolving Loan Fund)	$929,837.61	$700,000.00	
Small Business Recovery Fund (2023 HUD Grant - CDBG - CARES/COVID-19)	$731,167.00	$500,000.00	CDBG grant#2 to assist businesses.
Small Business Finance Programs Totals:	$1,661,004.61	**$1,200,000.00**	
Discretionary (Strategic Initiative)			
Tradeshows		$50,000.00	
Planning and Consultant Support for Programs and Initiatives		$400,000.00	
Grant Match/ New BCIC Programs		$500,000.00	
Reserved Funds: Current Balance $2,500,000.00		$500,000.00	180 days of operating expense. Balance: $3M
Discretionary Totals:	**$0.00**	**$1,450,000.00**	

DEBT SERVICES			
Sports Park Debt Service	$1,533,210.00	$3,300,000.00	FY 24 $1,542,401 / Payout $3.3M
Airport Debt Service	$365,000.00	$365,000.00	Yr. 1: Committed to $1,460,000 over 4 years
BCIC Debt Service Totals:	$1,898,210.00	**$3,665,000.00**	
EXPENDITURES	FY 2023 BUDGET	FY 24 BUDGET	
Total Expenditures	**$9,420,253.33**	**$13,049,101.00**	

REVENUES & EXPENDITURES	FY 2023 BUDGET	FY 24 BUDGET
Revenues Totals	$7,375,145.65	$6,704,168.00
Expenditures Totals	$9,420,253.33	$13,049,101.00
Revenues Over (Under) Expenditures	($2,045,107.68)	($6,344,933.00)

FY Beginning Balance (10/01)	**$13,713,748.00**	**$15,200,000.00**
FY Ending Balance (09/30)	**$15,200,000.00**	**$8,855,067.00**

FY 2024 Fund Balance Breakdown		
Projected Unrestricted Fund Balance		$5,855,067.00
FY 2024 Reserve Balance "Rainy Day"		$3,000,000
Projected Ending Fund Balance		**$8,855,067.00**

FY 2024 BCIC Operating Budget

Account No.	FY 2023	FY 2024	NOTES
601/602/607 - Payroll - *All Staff*	650,714.00	800,000.00	Includes merit increases, filling vacancies and new
606 - TMRS	102,360.00	140,000.00	
607 - F.I.C.A.	53,516.00	62,000.00	
608 - Medical Insurance	64,944.00	155,000.00	
609 - Life Insurance	257.00	900.00	
610 - Workers Compensation	1,194.00	1,500.00	
623 - Dental Insurance	2,540.00	3,200.00	
806 - Unemployment Insurance Premium	1,000.00	1,000.00	
770 - Staff Professional Development	20,000.00	30,000.00	
770-01 - Board Professional Development	10,000.00	10,000.00	
779-32 - Intership Program	5,000.00	5,000.00	
624 - Employee Performance-Based	59,720.00	54,000.00	
625 - Employee Supplementary Development Plan	10,500.00	10,500.00	
Personnel Services and Benefits Totals	**981,745.00**	**1,273,100.00**	
701 - Office Supplies	$7,000.00	$15,000.00	
703 - Meeting Related Expenses	$8,000.00	$15,000.00	
704 - Wearing Apparel and Dry Goods	$1,400.00	$5,000.00	
706 - Minor TI/Equipment/Furniture (Under $5,000)	$50,000.00	$25,000.00	New Computers for new hires, Computer
707 - Laundry and Janitorial Supplies	$0.00	$1,000.00	
709 - Recreational and Promotional	$10,000.00	$30,000.00	Attending more trade shows - marketing and
710 - Books and Periodicals	$500.00	$500.00	
711 - Postage/Shipping Charges	$500.00	$1,500.00	
712 - Video & Photo Equipment/Supply Under $5,000	$5,000.00	$3,000.00	
Materials and Supplies Totals	**$82,400.00**	**$96,000.00**	
741 - Building and Structures	$0.00	$0.00	
748 - Grounds City Property	$0.00	$0.00	
751 - Furniture and Fixtures	$0.00	$0.00	
752 - Machinery and Equipment Maintenance	$5,000.00	$5,000.00	

Maintenance of Buildings and Equipment Totals	**$5,000.00**	**$5,000.00**	
761 - Communications - telephones/mobile/cable	$13,000.00	$20,000.00	increase accounts for new staff
763 - Insurance and Bonds	$10,000.00	$7,000.00	
765 - Professional Services	$95,000.00	$155,000.00	Now Includes Legal (was a separate line item in FY 23)
766 - Advertising	$90,000.00	$90,000.00	
767 - Staff Travel Expenses (non-Training)	$40,000.00	$60,000.00	increase accounts for new staff
767-01 - Board Travel Expenses (non-training)	$10,000.00	$10,000.00	
775 - Rental of Buildings and Land	$1.00	$1.00	
776 - Dues and Memberships	$90,000.00	$90,000.00	Renewals: Submittable, Placer, SalesForce
779 - Other/ Chamber Support Events	$10,000.00	$20,000.00	
***Miscellaneous* Services Total**	**$358,001.00**	**$452,001.00**	
Operating Expenditures Totals	**$1,427,146.00**	**$1,826,101.00**	

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Damaris McGlone, Parks & Recreation Director
Date:	Tuesday, September 5, 2023
Agenda #:	Consideration and **ACTION** on **Resolution Number 2023-079-A** to reappoint, appoint, or remove members to the Brownsville Beautification Committee. (Parks and Recreation Department)

Summary:
The Board consists of a minimum of seven (7) and a maximum of twelve (12) members appointed by the City Commission. Currently, one (1) vacancy exists for District 3 representative to the Board. Elizabeth Shull is willing to serve a second term. Commissioner De los Santos nominated Elizabeth Shull to serve a full term,

The committee meets on the first Monday of every month at 6:00 pm. There is a designated account to fund projects to beautify the city, as recommended by the beautification committee. According to the adopted bylaws, the BBC's purpose is to plan, implement, and maintain community beautification projects through public relations, citizen involvement, and resource agencies to enhance the quality of life of the citizens of Brownsville.

Project Scope and Analysis:
The Brownsville City Charter established Article V, Section 34, City Boards and City Commission Collaboration. Beautification amending Chapter 26 of the City of Brownsville Code of Ordinances establishing a Beautification Committee, adopted on June 11, 1991; and Ordinance No. 2018-1234-B amended Chapter 344 “Vegetation” Article II “Beautification Committee” Sections 344-26 “Established” 344-27 “Composition and Terms of Office” 344-29 “Organization and Staff” 344-30 “Meetings” 344-31 “Duties”, adopted on June 19, 2018; and the Brownsville Beautification Committee (BBC) shall meet to consider, and recommend programs for the beautification of the City of Brownsville, Texas.

The committee shall, from within themselves, appoint four (4) officers to serve as a board of directors; a chair, vice-chair, secretary, and treasurer. Each is elected and appointed to serve for a period of two (2) years and is responsible for the overall policy and direction of the BBC.

The BBC has the ability to plan and develop "brick and mortar" projects. Every project designed

and implemented shall include a sustainability study, including the average yearly maintenance cost for the following ten (10) years. The BBC shall, at each annual meeting, prepare or update a five (5) and ten (10) year maintenance plan for all projects and budgets. Oversight of BBC projects shall be managed and overseen by the City of Brownsville Forester, who supervises the implementation of projects and coordinates with City entities and contractors. The BBC shall appoint from among them five members to serve as the Keep Brownsville Beautiful Board of Directors, working jointly with the KBB City affiliate to implement three annual events and to apply for the Governor's Achievement Award.

Funding:

Source: Not Applicable
0

Amount: 0
0

Local Contribution if Applicable: 0
0

Recommendation:

Commissioner Roy De los Santos nominated Elizabeth Shull as his appointee for District 3. PARD recommends acceptance of Commissioner De los Santos' nomination.

Commission Pillar:

Governance

Attachments:

1. BBC-Appointment Form_CC-9-5-2023
2. RESOLUTION NUMBER 2023-079-A BBC

Ordinance Number: 2018-1234-B	Board Name: Brownsville Beautification Committee	Meeting Date: Second Monday of the Month as posted
Composition: 7 members, Max 12	Term of Office: 2-year Terms, eligible for 1 additional term, not eligible for at least 2 years thereafter.	

Present Board Members	Residing District	Term	Appointed	Expires	Eligible for Re-Appt (Y/N)	Willing to Serve (Y/N)	Appointed By	Serving on Other City Boards
Mary Elizabeth Hollman	**4**	1st 2 yr. term 2nd 2 yr. term	07/20/2021 07/18/2023	07/20/2023 07/18/2025	**N**	**Yy**	Mayor John Cowen Jr	No
Belinda Eager		1st 2 yr. Term	07/18/2023	07/18/2025	**Y**		At-Large A – Cmr Villarreal	
Amanda Dave	**3**	1st 2 yr. term (PT) 2nd 2 yr. term 3rd 2 yr. term	07/02/2019 07/20/2021 07/18/2023	12/04/2020 07/20/2023 07/18/2025	**N**	**Y**	At-Large B – Cmr. Gowen	No
Yvonne Barraza	**3**	1st 2 yr. term	07/18/2023	07/18/2025	**Y**	**Y**	D1 – Cmr. Martinez	No
Joe Lee Rubio	**4**	1st 2 yr. term	07/18/2023	07/18/2025	**Y**	**Y**	D2 – Cmr. Macias	No
Elizabeth Shull	**3**	1st 2 yr. term	07/20/2021	07/20/2023	**Y**	**Y**	D3 – Cmr. De los Santos	No
Veronica Dimas	**4**	1st yr. 2 year (PT)	07/18/2023	12/14/2023	**Y**	**Y**	D4 – Cmr. Cardenas	No
Cmr. Rose Gowen	**At-Large B**	-	10/04/2016				At-Large – A Cmr. De Leon	-
Damaris McGlone	**PARD**	-	N/A				BBC Bylaws	-

APPLICATIONS ON FILE - PROSPECTIVE BOARD MEMBERS

Applicants (xx)	Residing District	Term	Eligible for Re-Appt (Y/N)	Staff Recommendation (Y/N)	Areas of Interest
Blanca Campbell	**1**	1st Term, if appointed	**Y**	**Y**	BBC
Elizabeth Shull	**3**	2nd Term, if appointed	**Y**	**Y**	BBC
Claudia Lozanp	**2**	1st Term, if appointed	**Y**	**Y**	BBC
Erica Magallanes	**4**	1st Term, if appointed	**Y**	**Y**	BBC
Juan Pequeno	**4**	1st Term, if appointed	**Y**	**Y**	BBC
Kalysta Montoya	**2**	1st Term, if appointed	**Y**	**Y**	BBC
Kevin Rock	**4**	1st Term, if appointed	**Y**	**Y**	BBC
Robert Garcia Jr	**1**	1st Term, if appointed	**Y**	**Y**	BBC
Zoraya Berlanga Aguilar	**4**	1st Term, if appointed	**Y**	**Y**	BBC

RESOLUTION NUMBER 2023-079-A

A RESOLUTION OF THE CITY OF BROWNSVILLE TO APPOIN OR REAPPOINT MEMBERS TO THE BROWNSVILLE BEAUTIFICATION COMMITTEE.

WHEREAS, the Brownsville City Charter established Article V Section 34 City Boards and City Commission Collaboration. Amending Chapter 26 of the City of Brownsville Code of Ordinances establishing a Beautification Committee, adopted on June 11, 1991; and

WHEREAS, Ordinance No. 2018-1234-B amended Chapter 344 "Vegetation" Article II "Beautification Committee" Sections 344-26 "Established" 344-27 "Composition and Terms of Office" 344-29 "Organization and Staff" 344-30 "Meetings" 344-31 "Duties", adopted on June 19, 2018; and

WHEREAS, the Brownsville Beautification Committee shall meet to consider, and recommend programs for the beautification of the City of Brownsville, Texas.

WHEREAS, each Board member shall be appointed by the City Commission and shall serve a two (2) year term, eligible to be re-appointed for one (1) additional two-year term and shall serve without compensation. No voting member may be appointed to more than two (2) consecutive terms, full or partial, and shall serve without compensation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, Elizabeth Shull (D3) whose first term expired on July 20, 2023 is reappointed to serve a second two-year term on the Brownsville Beautification Committee.

NAME	**EXPIRED/UN-EXPIRED**	**TERM ENDING**
Elizabeth Shull (D3)	2nd Term	July 20, 2025

APPROVED AND PASSED on this 5th day of September 2023.

City of Brownsville

_____

John Cowen, Jr.
Mayor

ATTEST:

_____

Yolanda Galarza-Gomez, TRMC
City Secretary

Approved as to legality and form this 5th day of September 2023

_____

Office of the City Attorney